

The Board of Supervisors met on 8/20/19 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, Lauris Olson, and Lisa Heddens with Murken presiding. (all audio of meetings available at storycountyia.gov) Murken reported on the recent death of David Stensland and his 42 years of service as the elected clerk of Milford Township; she asked everyone to hold his family in their thoughts.

ADOPTION OF AGENDA: Olson moved, Heddens seconded adopting the agenda as presented. Motion carried unanimously (MCU) on a roll call vote.

DEPARTMENT OF HUMAN SERVICES ANNUAL REPORT — Pauline Rutherford, Director, provided an overview and history of the department.

WORKFORCE AND ECONOMIC DEVELOPMENT QUARTERLY REPORT — Brenda Dryer, Vice President, and Dustin Ingram, Community & Economic Development Outreach Director of the Ames Economic Development Commission (AEDC) reported on the unemployment rate, partnerships, career fairs, summer internship program, outreach efforts, professional development, and economic development.

DISCUSSION REGARDING A HOUSING ASSESSMENT FOR STORY COUNTY — Dustin Ingram, Community & Economic Development Outreach Director, AEDC, the last housing needs assessment was completed in 1997. Direction from the Board is needed to issue a request for proposals (RFP). John Hall, Nevada Economic Development Commission (NEDC), reported that the City of Nevada approved a housing needs assessment, and he has encouraged the Nevada City Council to discuss housing needs with the County. Murken asked if Nevada has budgeted for the housing needs assessment. Hall replied no, but it is a priority and funds may be amended into the budget for this purpose. Olson reported on a needs assessment for each community and the County as a whole; she envisions a comprehensive plan and a steering committee to draft an RFP. Murken stated Leanne Harter, County Outreach and Special Projects Manager, has the expertise to draft the RFP. Harter recommends involving Iowa State University and other stakeholders in a review committee. Olson moved, Heddens seconded for Harter to work with stakeholders to create a draft RFP for a housing needs assessment. Harter requested direction regarding timeline. Olson amended the motion, seconded by Heddens, for Harter to return to the Board on 11/15/19. Roll call vote. (MCU)

MINUTES: 8/13/19 Minutes – Heddens moved, Olson seconded the approval of Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment correction, effective 7/12/19, in Sheriff's Office for Jason Grubbs @ \$2,634.40/bw. Olson moved, Heddens seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 8/22/19 Claims of \$750,658.61 (run date 8/16/19, 42 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$1,623.54), BooST School Ready Services (\$2,112.97), BooST Early Childhood (\$2,093.30), Emergency Management (\$2,005.96), E911 surcharge (\$461.44), County Assessor (\$4,587.25), Ames City Assessor (\$7,391.35), and Central Iowa Community Services (\$366,138.15). Olson moved, Heddens seconded the approval of Claims as presented. Roll call vote. (MCU)

Heddens moved, Olson seconded approval of the Consent Agenda as listed.

1. Lease Agreement between Xerox and Premier Office Equipment and Story County Department of Human Services, effective 7/19-7/23 for \$459.18 a month
2. New Five-Day Class C Liquor License (LC)(Commercial) for Ashley Geneser, 13241 George Washington Carver Avenue, Ames, Iowa, effective 9/6/19-9/10/19
3. Service Agreement between Schneider Geospatial and Story County Environmental Health for adding septic information to the County's Beacon website for \$1,000.00
4. Agreement between Mary Greeley Medical Center and Story County Board of Health for Public Health and Home Care Services, effective 7/1/19-7/30/20
5. Fees between Story County and CST, Inc. for UPS Maintenance, effective 9/1/19-8/31/20, for \$3,825.00
6. FY20 Provider and Program Participation Agreement with Mary Greeley Medical Center, effective 7/1/19-6/30/20: Inpatient Services (does not include physician services) \$996.00/day; Inpatient Physician Services \$141.40/day; Observation of up to eight hours \$549.16/eight hours; Observation of up to twelve hours \$669.71/twelve hours; Observation of up to 23 hours \$816.72/23 hours
7. Agreement with ITC Midwest LLC for construction of a multi-use recreational trail on a utility easement held by ITC
8. Easement Agreement with Iowa State University for construction of a multi-use recreational trail on the Iowa State University Ag450 Farm
9. Easement Agreement with Iowa State University for construction of a multi-use recreational trail on the Iowa State University Ag450 Farm annex
10. Easement with Swanson Trust for construction of a berm and deposition of spoils from the Hickory Grove Lake project
11. Memorandum of Understanding (MOU) between National Centers for Animal Health and Story County, effective upon signature, for law enforcement services
12. Renewal Fees between Story County and Genus Technologies, LLC for OnDemand software subscription and support, effective 10/1/19-3/31/20, for \$293.25
13. Utility Permits: #20-4339, 20-4354, 20-4355

Roll call vote. (MCU)

FIRST CONSIDERATION OF ORDINANCE NO. 284, AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY AND RESOLUTION #20-02 CORNERSTONE TO CAPSTONE (C2C)

FUTURE LAND USE MAP AMENDMENT FOR THE ROLAND VETERINARY – Amelia Schoeneman, County Planner, reported on location of property and purpose of rezoning; she provided site photos, standards of approval, and an details on the process. The Planning and Zoning Commission recommended approval. Murken opened the public hearing at 11:17 a.m., and, hearing none, she closed the public hearing at 11:17 a.m. Olson moved, Heddens seconded the Approval of Resolution #20-02, C2C Future Land Use Map Amendment for the Roland Veterinary. Roll call vote. (MCU) Olson moved, Heddens seconded the Approval of First Consideration of Ordinance No. 284, Amending Certain

Boundaries of the Official Zoning Map of Story County and Set Second Consideration for 8/27/19. Roll call vote. (MCU)

FIRST CONSIDERATION OF ORDINANCE NO. 285, AMENDING CHAPTER 85.08 DEFINITIONS AND CHAPTER 88.05 ENVIRONMENTAL AND NATURAL RESOURCE STANDARDS FOR STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL OF THE STORY COUNTY LAND DEVELOPMENT REGULATIONS, STORY COUNTY CODE OF ORDINANCES

– Jerry Moore, Planning and Development Director, reported the history of the ordinance review, including input from a focus group and the Planning and Zoning Commission. Moore stated the current ordinance is limited, and the revision supplies clarity. Amelia Schoeneman, County Planner, provided additional detail about the review process, summarized the proposed changes, and stated staff recommends approval. Murken opened the public hearing at 11:43 a.m. Scott Renaud, Fox Engineering, expressed general support for updating the ordinance but stated concerns about specifics. He believes the focus should be on homebuilders not complying, not developers. Olson asked clarifying questions. Schoeneman responded with examples. Depending on the size of subdivision, dealing directly with homeowners. Renaud made additional comments. Moore replied that drainage complaints exist regardless; no additional work will be generated. Renaud spoke about storm water. He also spoke about rural development versus municipal development and the road differences affecting storm water management. He believes the County Engineer should deal with it and not the developers. Schoeneman responded about the Engineer’s work for drainage district. Murken asked clarifying questions. Renaud responded. Schoeneman spoke about the Engineer’s process. Renaud stated rural subdivision roads are maintained privately. He sees inherent conflict in the ordinance based on his long years of experience. Discussion took place. Olson asked a question about the staff report. Moore responded. Seeing no further comments, Murken closed the Public Hearing at 12:06 pm. Additional discussion took place. Olson thanked Renaud for his participation and input. Murken spoke about the process, including time spent, public input, and the duties of the Board. She thanked staff and Renaud. Heddens moved, Olson seconded the Approval of First Consideration of Ordinance No. 285, Amending Chapter 85.08 Definitions and Chapter 88.05, Environmental and Natural Resource Standards for Story Water Management and Erosion and Sediment control of the Story County Land Development Regulations, Story County Code of Ordinance and Set Second Consideration for 8/27/19. Olson made two additional comments. Roll call vote. (MCU)

Murken recessed the meeting at 12:12 pm for a five-minute break. Murken reconvened the Board at 12:18 pm. **REQUEST TO EXPAND THE PLANNING AND DEVELOPMENT DEPARTMENT INTERNSHIP PROGRAM** – Jerry Moore, Planning and Development Director, requested to extend the department’s internship to 10-15 hours a week during the academic year. The program has employed both undergraduate and graduate students, and provides great value to the citizens of the County. He provided statistics on workload, including permitting and development cases. Twenty-three items from the work plan are currently in progress with additional items to be added in the near future. The applicant pool has grown, and the program has an excellent reputation, improving the County’s relationship with Iowa State University. An additional \$3,100.00 would fund the request through the current fiscal year. Heddens asked if the internship was full-time in the summer. Moore responded yes. Heddens asked if ten hours during the school year is sufficient. Amelia Schoeneman, County Planner, responded yes. Olson spoke about County interns in general. Murken asked Moore about his budget, and stated no budget amendment is needed at this point. Olson moved, Heddens seconded the Approval of the Request to Expand the Planning and Development Department Internship Program to 10-15 Hours a Week during the fall and winter. Roll call vote. (MCU)

INTEGRATED ROADSIDE VEGETATIVE MANAGEMENT (IRVM) QUARTERLY REPORT — Weed

Commissioner Joe Kooiker will report on 9/10/19.

DISCUSSION AND DIRECTION TO STAFF TO COMPILE AMENDMENTS TO THE URBAN RENEWAL PLAN - STORY COUNTY URBAN RENEWAL AREA

— Leanne Harter, County Outreach and Special Projects Manager, reported on the estimated available funds of \$169,500.00, time line, and applications from communities. She provided a brief overview of the Urban Renewal Plan to date. Harter stated today’s requested action is direction to staff, not approving or denying projects. Murken noted \$231,000 in requests are included, with the removal of the unqualified request from Kelley. Harter remarked on past Board funding strategies. Discussion took place. Murken asked if any projects could be removed from consideration now. Olson made remarks about how the Board could prioritize requests. Heddens made comments about cities use of tax increment financing (TIIF) and the requests. Discussion took place regarding other sources of funds available to cities, including TIF. Olson asked Andy Webb, Roland Mayor, about its bonding authority. He responded with a description of various capital projects in Roland as well as debt limitations. He stated any support from the County is appreciated. Olson stated the Board could prioritize funding based upon County TIF funding received to date. Murken provided a summary of the discussion. Heddens stated she had a list of suggested funding, totaling \$169,500.00. She provided her list. Murken provided a similar list. The Board directed to use Heddens’ list. Harter will return to the Board at a later date with a draft plan. Heddens asked Harter about required match guidelines.

| Community | Project | Request | Board Recommendation |
|--------------------------|---|------------------------|---|
| City of Cambridge | Opera House redevelopment | \$50,000.00 | \$45,000.00 |
| City of Collins | Retention area southeast of city | \$23,500.00 | \$23,000.00 |
| City of Huxley | Trail connector paving | \$22,778.25 | \$0.00 |
| City of Kelly | Parcel in western part of city | \$15,000.00 | <i>removed from consideration, does not qualify</i> |
| City of Maxwell | Water main improvements | \$15,000.00 | \$14,000.00 |
| City of Nevada | New digital sign – public library | \$6,375.00 | \$5,000.00 |
| City of Roland | Community Pool replacement | \$75,000.00 | \$50,000.00 |
| City of Story City | Carousel Pavilion renovation | \$19,600.00 | \$15,000.00 |
| City of Zearing | Permanent restroom, public park | \$18,750.00 | \$17,500.00 |
| TOTAL | | \$231,003.25 | \$169,500.00 |

DISCUSSION REGARDING RECRUITMENT VIDEO ESTIMATES — Leanne Harter, County Outreach and Special Projects Manager, and Noelle McLatchie, Human Resources, provided background information. Recruitment videos

increase employee retention. Four quotes from vendors have been received. McLatchie and Harter recommend Frame Shop for its detailed quote. They will return with a contract at a future meeting.

UPCOMING AGENDA ITEMS: Heddens and Olson both provided items.

PUBLIC FORUM #2: none

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Heddens announced that Board members will be at ISAC this week. Olson provided detail on several upcoming meetings. Murken provided her meeting schedule for the week, as well as community events.

Olson moved, Heddens seconded to adjourn at 1:11 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Tentative Agenda
8/20/19

1. CALL TO ORDER: 10:00 A.M.
2. PLEDGE OF ALLEGIANCE:
3. ADOPTION OF AGENDA:
4. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
5. AGENCY REPORTS:
6. Department Of Human Services Annual Report - Pauline Rutherford

Department Submitting Auditor
7. Workforce And Economic Development Quarterly Report - Brenda Dryer And Dustin Ingram

Department Submitting Auditor

Documents:

AEDC.PDF
8. Discussion Regarding A Housing Assessment For Story County - Brenda Dryer

Department Submitting Board of Supervisors
9. CONSIDERATION OF MINUTES:
 - I. 8/13/19 Minutes

Department Submitting Auditor
10. CONSIDERATION OF PERSONNEL ACTIONS:
 - I. Action Forms
 - 1) pay adjustment correction, effective 7/12/19, in Sheriff's Office for Jason Grubbs @ \$2,634.40/bw;

Department Submitting HR
11. CONSIDERATION OF CLAIMS:
 - I. 8/22/19 Claims

Department Submitting Auditor

Documents:

CLAIMS 082219.PDF

12. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

- I. Consideration Of Lease Agreement Between Xerox And Premier Office Equipment And Story County Department Of Human Services Effective 7/2019-7/2023 For \$459.18/Mo.

Department Submitting Auditor

Documents:

STORY CO DHS XOA AUG19.PDF

- II. Consideration Of New 5 Day Class C Liquor License (LC)(Commercial) For Ashley Geneser, 13241 George Washington Carver Ave., Ames, Ia., Effective 9/6/19-9/10/19

Department Submitting Auditor

Documents:

LICENSE.PDF

- III. Consideration Of Service Agreement Between Schneider Geospatial And Story County Environmental Health For Adding Septic Information To The County's Beacon Website For \$1,000

Department Submitting Environmental Health

Documents:

STORYCOUNTY BEACON CUSTOMSEPTIC MODULE AGREEMENT.PDF

- IV. Consideration Of Agreement Between Mary Greeley Medical Center And Story County Board Of Health For Public Health And Home Care Services Effective 07/01/19 - 07/30/20

Department Submitting Environmental Health

Documents:

FY20 PUBLIC HEALTH AND HOME CARE SERVICES.PDF

- V. Consideration Of Fees Between Story County And CST, Inc. For UPS Maintenance Effective 9/1/2019 - 8/31/2020 For \$3,825.00
Consent agenda

Department Submitting Information Technology

Documents:

CST MAINTENANCE AGREEMENT.PDF

- VI. Consideration Of FY20 Provider And Program Participation Agreement With Mary Greeley Medical Center Effective 7/1/19 - 6/30/20
Mary Greeley Medical Center - Inpatient Services (Does not include physician services) \$996.00/Day; Inpatient Physician Services \$141.40/Day; Observation Up to 8 hrs \$549.16/8 hrs; Observation Up to 12 hrs \$669.71/12 hrs; Observation Up to 23 hrs \$816.72/23 hrs

Department Submitting Community Services

Documents:

MGMC FY 20.PDF

- VII. Consideration Of Agreement With ITC Midwest LLC For Construction Of A Multi-Use Recreational Trail On A Utility Easement Held By ITC.

Department Submitting Conservation

Documents:

ITC MIDWEST EASEMENT.PDF

- VIII. Consideration Of Easement Agreement With Iowa State University For Construction Of A Multi-Use Recreational Trail On The ISU AG 450 Farm

Department Submitting Conservation

Documents:

ISU AG 450 FARM EASEMENT.PDF

- IX. Consideration Of Easement Agreement With Iowa State University For Construction Of A Multi-Use Recreational Trail On The ISU AG 450 Farm Annex

Department Submitting Conservation

Documents:

ISU AG 450 FARM ANNEX EASEMENT.PDF

- X. Consideration Of Easement With Swanson Trust For Construction Of A Berm And Deposition Of Spoils From The Hickory Grove Lake Project

Department Submitting Conservation

Documents:

SWANSON EASEMENT.PDF

- XI. Consideration Of MOU Between National Centers For Animal Health And Story County Effective Upon Signature

Department Submitting Sheriff

Documents:

NATIONAL CENTER FOR ANIMAL HEALTH MOU SCSO 2019.PDF

- XII. Consideration Of Renewal Fees Between Story County And Genus Technologies, LLC For OnDemand Software Subscription And Support Effective 10/1/19 - 03/31/20 For \$293.25

Department Submitting Information Technology

Documents:

IBM MAINTENANCE QUOTE.PDF

- XIII. Consideration Of Utility Permit(S): #20-4339, 20-4354, 20-4355

Department Submitting Engineer

Documents:

UT 20 4339.PDF

UT 20 4354.PDF

UT 20 4355.PDF

13. PUBLIC HEARING ITEMS:

- I. First Consideration Of Ordinance No. 284, Amending Certain Boundaries Of The Official Zoning Map Of Story County And Resolution #20-02 C2C Future Land Use Map Amendment For The Roland Veterinary- Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF

RESOLUTION 20 02 C2C FUTURE LAND USE MAP AMENDMENT.PDF

ORDINANCE 284.PDF

APPLICATION PACKET.PDF

- II. First Consideration Of Ordinance No. 285, Amending Chapter 85.08 Definitions And Chapter 88.05 Environmental And Natural Resource Standards For Stormwater Management And Erosion And Sediment Control Of The Story County Land Development Regulations, Story County Code Of Ordinances – Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF

ORDINANCE NO 285.PDF

ORDINANCE 285 DEFINITIONS.PDF
ORDINANCE 285 EROSION AND SEDIMENT CONTROL.PDF
ORDINANCE 285 STORMWATER MANAGEMENT.PDF
PZC JULY 2019 MEMO ON FOCUS GROUP AND COSTS.PDF
STAKEHOLDER LIST.PDF
WATERSHED ASSESSMENT ORDINANCE REVIEW.PDF

14. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Request To Expand The Planning And Development Department Internship Program – Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
PAST INTERNS WORK ACTIVITIES.PDF

15. DEPARTMENTAL REPORTS:

- I. IRVM Quarterly Report - Joe Kooiker

Department Submitting Auditor

Documents:

BOS OUTLINE 082019.PDF

16. OTHER REPORTS:

- I. Discussion And Direction To Staff To Compile Amendments To The Urban Renewal Plan - Story County Urban Renewal Area - Leanne Harter

Department Submitting Board of Supervisors

Documents:

DISCUSSION AND DIRECTION PRESENTION FOR AUGUST 20TH.PDF

- II. Discussion Regarding Recruitment Video Estimates - Leanne Harter & Noelle McLatchie

Department Submitting Board of Supervisors

Documents:

RECRUITMENT VIDEO MEMO.PDF

17. UPCOMING AGENDA ITEMS:

18. PUBLIC FORUM #2:

Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

19. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:

20. ADJOURNMENT:

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.

Story County
Board of Supervisors Meeting
Tentative Agenda
8/20/19

NAME

ADDRESS

Pauline Rutherford
Angie Crees
Jerry Moore
Amelia Schoeneman
John Hall
Shanna Speer
Karen Davis
Kirk Dyer
Dustin Ingram
Todd Lundvall
Missawig
John R. Lee
Scott Renard
Andy Webb
Kaila Webb
Lisa Munkley
Noelle McLatenie

DHS Des Moines
DHS Des Moines
P30 Dept
P: D Department
NEDC
Nevada Library
City of Zealing
AEDC
AEDC
BOS
BOS
Jones
FOX Engineering 419 S. 17th 107 Ave
Roland
Story Co. Comm Serv
AEDC
BOS

Workforce Solutions Update

**Story County Board of Supervisors
August 20, 2019**



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ECONOMIC DEVELOPMENT COMMISSION

Story County Unemployment: 2.3% (JUNE 2019)

Ames seasonally shed 4,600 jobs in June and now rests at 50,700 jobs. This month's decline was large and due to some education faculty remaining on the payrolls through May. State government education fueled a seasonal shedding of 4,700 jobs in government. Private services pared 100 jobs and goods-producing industries gained 200 jobs.

Annually, businesses in Ames have added 1,200 jobs since last June. Private services are responsible for the majority of the growth (+1,000), although goods-producing industries have also advanced (+300). Following this month's seasonal shift, government is now down slightly (-100).

STORY COUNTY LABOR SHED – 2019/2020

- Funded by State of Iowa
- Survey work starting this week!
- Press release, digital media, letters coming from IowaWorks
- Complete June 2020 / ½ of Iowa being done
- Request 2019 wage data January 2020



Story County Job Board

WORK in AMES.com

Your gateway to jobs in Story County, Iowa

- 58,189 YTD Searches
- 1111 registered job seekers
- 377 registered employers
- Sweep from INDEED
- “Matching” capabilities
- FREE for any story county Employer



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ECONOMIC DEVELOPMENT COMMISSION



Marketing Efforts to TAI Database:

- Post Card Mailer
- Follow Up Email

TAI Newsletter

- Creating a monthly feature on a Story County technology company for this electronic publication
- Sharing Quality of Life information

- Program of Technology Association of Iowa
- Growing Database – 1000 additional names added 2nd quarter
- “Meet Ups” – Denver in Oct.



Partnership with DMACC

Need for Manufacturing Workforce /

Promoting Two Training Opportunities

- Industrial Maintenance
- Manufacturing Production Technician

- Graduated 12 from 5 existing industries this Spring
- FREE for most to attend
- September launch for both programs
- Working again with existing industries
- Opportunity shared with Story County human service providers



Fall College Career Fairs

- UNI

VIRTUAL Career Fairs

- Hiring our Heroes
- Engineering
- IT

Future Ready AHS

- October 17th
- 100 volunteers needed
- ½ day commitment
- Speakers and Career Fair



2019 Story County Career Fairs (10-Noon)

October 2nd – Ames Public Library

December 11th – Story County Medical Center



Ames
ECONOMIC DEVELOPMENT COMMISSION

Welding Apprenticeships

Modeled after Vermeer / Pe11a CSD model

Connecting NCSd with Story County employers needing

WELDERS

Launch Summer 2020

PK-12 Programming

Programming Portal

Connection school to business

“Teaching for workforce” / 12 participants & 4 school districts / 21 businesses

The academy was four days designed to take teachers behind-the-scenes of our regional employers, help them better understand what employers are looking for and realize the many partnerships available to them throughout

Parent / Student Event

Week of October 7th /Manufacturing

CIRUS / Alliant Energy Facility -

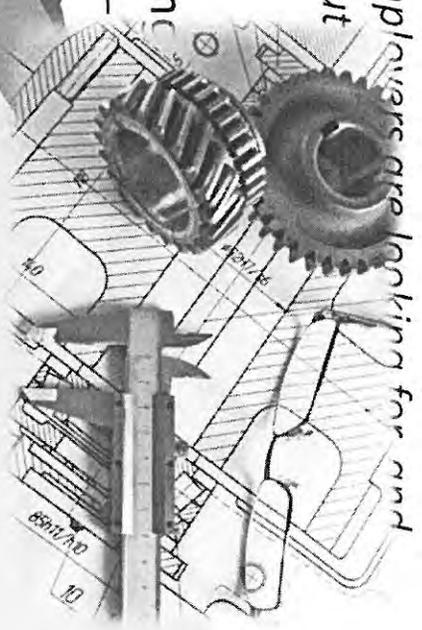
PILOT

New program - Launch Fall 2019

Open to all Story County Jr & Srs



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2019 See Yourself In Ames Recap

- 4 Events (3 evening / 1 Lunch)
- 226 total interns participated
- 43 companies; including some from outside Ames
- On average went to two events
- Averaged 121 attendees at each event



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Economic Development Update

Story County Board of Supervisors

August 20, 2019



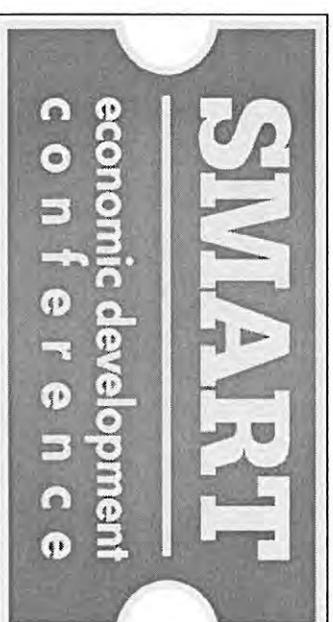
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Professional Development and Local Recognition

Q2 2019 came with significant professional development opportunities.

Cambridge and Slater received Catalyst grants at the Iowa Rural Development Summit.

The Ames Economic Development Commission and the City of Nevada received the Single Business Retention and Expansion Project award at the 2019 SMART Conference for the Burke/Hormel Expansion.





Downtown Revitalization

Zearing: Bank Building nearing completion; IEDA visited on 8/15.

Collins: Gym-n-Eats Crickets is the newest business to downtown.



Cambridge: USDA announced an award of \$236,102.50 to create a new RLF for the restoration of 222 Water Street. This is in addition to the Catalyst grant and telco match.

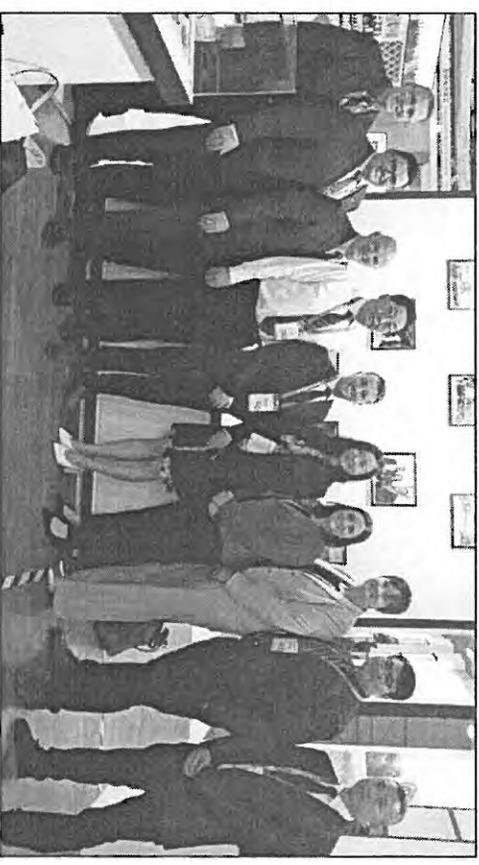
Community & Business Development

- Thank you for proclaiming Economic Development Week!
- We are pursuing multiple project leads from Community Venture Network.
- Roland Area Development Corporation has signed two land option agreements to promote housing and industrial development; Larson Drilling has broken ground in Roland Industrial Park.
- Our office is ready to assist Urban Renewal applicants as needed.
- The Slater City Council is navigating a local expansion project.
- Wilson's Auction is relocating to a new building in Colo.
- We are preparing for Manufacturing Day (10/4).



Trip to Hebei, China

- In May, I represented our office on a trip to Hebei for the region's first-ever Sister City Exchange and Exhibition.
- The trip included discussions with local officials and business leaders on synergies between Iowa and Hebei.
- Chinese foreign investment is an opportunity despite challenges related to intellectual property, currency, and trade.
- As trade issues are resolved, we will lean on a network of contacts established through this trip to the benefit of Story County.



Ames
ECONOMIC DEVELOPMENT COMMISSION

Economic Development Leaders Summit (9/20)

- We are thrilled to work with our economic development partners to host Story County's first Economic Development Leaders Summit.
- Topics include ED tools and resources, entrepreneurship, housing, urban renewal, and local successes.
- Confirmed speakers/panelists include Dave Biedenbach, Bob Josten, Sandy Ehrig, and Debi Durham, among others.

Save the Date!

Economic Development Leaders Summit

*for Story County's economic development groups,
municipal and county elected leaders, school boards,
city clerks and economic development staff,
and independent telcos*

Friday, September 20, 2019

7:30 a.m. Registration

8:00 a.m.-1:00 p.m. Summit

(Light breakfast and lunch will be provided)

Nevada Fairgrounds Community Building
(901 Ave, Nevada)

Invitation and registration link to follow.

For more information contact:

*Dustin Ingram (dustin@ameschamber.com) or
Leanne Harter (LHarter@storycountynjowa.gov)*



STORY COUNTY



Ames

ECONOMIC DEVELOPMENT COMMISSION



Story
County



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Thank you for your support!



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Lease Agreement



Customer: STORY, COUNTY OF

BillTo: COUNTY OF STORY
 DHS
 STE 101
 126 S KELLOGG AVE
 AMES, IA 50010-7032

Install: COUNTY OF STORY
 DHS
 STE 101
 126 S KELLOGG AVE
 AMES, IA 50010-7030

State or Local Government Negotiated Contract : 072712700

| Solution | | | |
|--------------------------|--|---|------------------------|
| Item | Product Description | Agreement Information | Requested Install Date |
| 1. C8045H (XEROX C8045H) | - Office Finisher Lx - Trade in - Customer Ed - Analyst Services | Lease Term: 60 months Purchase Option: FMV | 7/25/2019 |
| 2. B8055H (XEROX B8055H) | - 3 Hole Punch Kit - Office Finisher - Trade in - Customer Ed - Analyst Services | Lease Term: 60 months Purchase Option: FMV | 7/25/2019 |
| 3. B405DN (XEROX B405DN) | - Carrier Deliv/instal | Lease Term: 60 months Purchase Option: FMV | 7/25/2019 |

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.

Signer: Linda Murken

Phone: (515)382-7211

Signature:

Date: 8/20/19

Thank You for your business!
 This Agreement is proudly presented by Xerox and
Premier Office Equipment James Chevalier
(641)752-1200

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

Monthly Pricing

| Item | Lease Minimum Payment | Print Charges | | | Maintenance Plan Features |
|--------------|--------------------------|--|-------------|----------------|---|
| | | Meter | Volume Band | Per Print Rate | |
| 1. C8045H | \$192.38 | 1: Black and White Impressions | All Prints | \$0.0050 | - Consumable Supplies Included for all prints - Pricing Fixed for Term |
| | | 2: Color Impressions | All Prints | \$0.0500 | |
| 2. B8055H | \$169.95 | 1: Black and White Impressions | All Prints | \$0.0071 | - Consumable Supplies Included for all prints - Pricing Fixed for Term |
| 3. B405DN | \$26.06 | 1: Black and White Impressions | All Prints | \$0.0129 | - Consumable Supplies Included for all prints - Pricing Fixed for Term |
| Total | \$388.39 | Minimum Payments (Excluding Applicable Taxes) | | | |

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the

current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

5. NON-XEROX PRODUCTS. Trade in were selected by you and are not sold by Xerox in the normal course of its business ("Non-Xerox Products"). If you signed a purchase contract for Non-Xerox Products, you assign to Xerox your rights but none of your obligations under such purchase contract. Xerox is leasing Non-Xerox Products to you "AS IS, WHERE IS" and XEROX MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND REGARDING NON-XEROX PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. To the extent permitted to do so, Xerox assigns to you any warranty rights it has to Non-Xerox Products (which rights shall revert to Xerox if you default under this Agreement). Non-Xerox Products are not covered by Maintenance Services, and you will maintain throughout the initial Term a service agreement for Non-Xerox Products with a service provider acceptable to Xerox. You will pay all personal property taxes related to Non-Xerox Products. You assign to Xerox any rights you have to Non-Xerox Products and title will pass or revert to you (subject to any software licenses relating to Non-Xerox Products) upon expiration of the initial Term.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial**, also doing business as **qPublic** and **qPublic.net**, an Indiana Limited Liability Company, whose place of business is 8901 Otis Avenue, Indianapolis, IN 46216 ("PROFESSIONAL") and **Story County, Iowa**, whose place of business is 900 6th Street, Nevada, IA 50201-2087 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

1. **Beacon Custom Module Development – Rural Septic Systems by Parcel**

PROFESSIONAL shall provide product customization development services for CLIENT's Beacon website to develop a custom parcel report module that will display rural septic permit records from CLIENT's rural septic permits database. Septic permit records associated with a selected parcel will be identified by matching parcel numbers in CLIENT's septic permit database. CLIENT will provide information to PROFESSIONAL to identify which data fields should be used from CLIENT's local database. Data fields on the custom report module will include the following:

- a. Septic System Type
- b. Installation Date
- c. System Size
- d. Maintenance contract required
- e. Wells

2. **DATA ETL Configuration**

PROFESSIONAL will configure an automated routine to transfer data from CLIENT's local MS Access based septic permit database to PROFESSIONAL's servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

1. **Beacon Custom Module – Rural Septic Systems by Parcel: \$1,000 (one-time setup cost)**

This service will be invoiced at the start of the project.

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

Balances due 30 days after the due date for non-government clients and 60 days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within 30 days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termservice/>. By executing this Agreement,

Ankeny, Iowa
1450 Southwest Vintage Parkway
Suite 260
Ankeny, IA 50023

HEADQUARTERS
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
www.SchneiderGIS.com
866.973.7100

DeLand, Florida
112 West New York Avenue
Suite 216
DeLand, FL 32720

CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Service or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, 12-month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT.

5 Assignment. Neither PROFESSIONAL nor CLIENT shall assign or transfer any rights under or interest in this Agreement without the prior written consent of the other party. Nothing in this paragraph shall, however, prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services, or for the PROFESSIONAL from assigning the agreement to wholly (or majority) owned subsidiaries.

6 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

7 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

8 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through August 31, 2019.

PROFESSIONAL:
Schneider Geospatial, LLC

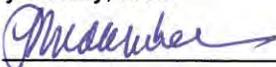
By: _____

Print: Jeff Corns, GISP

Title: President

Date: _____

CLIENT:
Story County, Iowa

By: 

Print: Linda Murken

Title: Chair, BOS

Date: 8/20/19

**AGREEMENT TO PROVIDE PUBLIC HEALTH,
HOME CARE SERVICES
TO THE RESIDENTS OF STORY COUNTY
FY20**

This Agreement is entered into between the Story County Board of Health, (hereafter *Contractor*) and Mary Greeley Home Health Services of Mary Greeley Medical Center, (hereafter *Subcontractor*) to facilitate the provision of public health and home care services to the residents of Story County, Iowa.

The Contractor and Subcontractor will maintain involvement in the community health needs assessment, as well as determination of the needs of target populations and priorities. This will be accomplished with community input.

RESPONSIBILITIES OF THE CONTRACTOR:

1. Make available to subcontractors all documents related to the Local Public Health Services contract with the Iowa Department of Public Health (IDPH). This includes but may not be limited to:
 - FY2020 Renewal for Local Public Health Services Contract
 - Contract face sheet and any subsequent revisions
 - General Conditions, effective 7/1/19
 - Special Conditions, effective 7/1/19
 - Subsequent contract amendments and modifications
 - All budget or work plan revisions
 - All IDPH required reports
2. Maintain ongoing communication regarding the grants and keep all local officials and subcontractors appropriately informed.
3. Comply with the special and general conditions of the contract and related documents.
4. Assure compliance by the subcontractors with the requirements of *Iowa Administrative Code* Chapter 80 and the special and general conditions of the contracts.

5. Review/approve proposed service changes requested by subcontractors and submit request for change to the Iowa Department of Public Health for approval.

**RESPONSIBILITIES OF MARY GREELEY HOME HEALTH SERVICES
of MARY GREELEY MEDICAL CENTER (Subcontractor for Public Health
and Home Care Aide Services)**

Services shall be provided in compliance with IAC 641-80 and as identified in the grant application. Proposed changes in service shall be based upon identified community needs and submitted to the Contractor.

1. Comply with the special and general conditions of the contract and related documents.
2. Assure competency of staff to comply with grant requirements.
3. Assure that the Iowa Department of Public Health, the Contractor and any of their duly authorized representatives have access, for the purpose of audit and examination, any documents, papers and records of the subcontractor pertinent to the subcontract.
4. Provide the following services:
 - Nursing (Skilled) includes nursing intervention for acute, unstable, or chronically fragile patients under a specified medical diagnosis and with a plan of care from a licensed physician.
 - Nursing (Health Promotion) includes nursing intervention for education and assessment to promote healthy behaviors.
 - Home Health Aide (Personal Care) includes the personal care (baths, ambulation, dressing, exercises, skin care, etc) provided by Home Health Aides to acute, unstable, or chronically fragile patients under a physician plan of care and under the direction and supervision of a Registered Nurse to assist them to return to independent functioning or prevent institutionalization.
 - Home Health Aide (Homemaker) includes the supportive care provided by Home Health Aides such as laundry, housekeeping, and errands to assist persons to remain safely in their own homes and prevent institutionalization.
 - Foot Care Clinics

- Disease outbreak investigation, reportable disease follow-up, surveillance:
 - Immunization audit – reviewing immunization cards for all pre-school and k-12 students, as well as children enrolled in day care services to assure compliance with the immunization laws;
 - Case identification – locating persons with identified health risks and linking them to resources to prevent disease and disability;
 - Case finding – data gathering regarding exposure, contact determination, and referral for follow-up treatment;
 - Prevention and control of spread of infection, communicable and environmental disease – activities related to treating the disease process as well as evaluating the results through follow-up;
 - Surveillance – ongoing collection, analysis, and interpretation of health data to detect trends as well as to identify the incidence and prevalence of diseases.

*The above programs will exist as long as they are determined necessary by the Public Health Nurse (PHN) staff and the Board of Health or as required by statute.

FUNDING AGREEMENT

The Story County Board of Health agrees to provide the subcontractor with state grant funds for approved activities, on a monthly basis upon submission of a claim detailing services provided. The amount of funds is identified on the Iowa Department of Public Health contract face sheet. Any appropriation or reallocation during the fiscal year will be identified in the Local Public Health Service contract amendment face sheet.

Mary Greeley Home Care Services of Mary Greeley Medical Center will receive the total funding amount allocated by the Iowa Department of Public Health for the contracted funds of Essential Public Health Services.

These amounts are as follows:

- Essential Public Health Services: \$204,030.00

EFFECTIVE DATE AND TERMINATION OF AGREEMENT:

This agreement will be in effect July 1, 2019- June 30, 2020.

Either party may terminate their participation in this agreement with 90 days written notice to the other party prior to the termination date.

Entered into and agreed upon:

By: *Brian Dieter*

Brian Dieter

MARY GREELEY MEDICAL CENTER, CHIEF EXECUTIVE OFFICER

On the 4th day of June, 2019

By: *[Signature]*

STORY COUNTY, CHAIRPERSON, BOARD OF HEALTH

On the 8th day of June, 2019

APPROVED **DENIED**
Board Member Initials: *MD*
Meeting Date: 8/20/19
Follow-up action: _____



Combined Systems Technology, Inc.
 2165 NW 108th Street
 Suite D
 Clive, IA 50325
 (515) 270-5300

| | |
|-------------------------------------|----------------|
| Date | Invoice |
| 08/09/2019 | 134279 |
| Account | |
| Story County Information Technology | |

Bill To:
 Story County Information Technology
 Attn: Paula Habermann
 900 6th St.
 Nevada, IA 50201
 United States

Ship To
 Story County Information Technology
 Attn: Barbara Steinback
 900 6th St.
 Nevada, IA 50201
 United States

| | | |
|-----------------|--------------------------------|------------------|
| Due Date | PO Number | Reference |
| NET ON RECEIPT | Liebert Renewal Site 12339 Hum | Order #10562 |

| Products & Other Charges | Quantity | Price | Amount |
|---|--------------------------|------------|-------------------|
| Billable Products & Other Charges | | | |
| Liebert Essential Service Nfinity 4-16 SN# 1495742 Covers 9/1/19 - 8/31/20 Site ID 12339 24 x 7 x 4 Human Services Center | 1.00 | \$1,910.00 | \$1,910.00 |
| Total Products & Other Charges: | | | \$1,910.00 |
| Make checks payable to Combined Systems Technology, Inc. | Invoice Subtotal: | | \$1,910.00 |
| | Sales Tax: | | \$0.00 |
| | Invoice Total: | | \$1,910.00 |
| | Payments: | | \$0.00 |
| | Credits: | | \$0.00 |
| | Balance Due: | | \$1,910.00 |

A restocking charge of up to 25% may be applied to all returned equipment or cancelled agreements. All invoices are subject to a finance charge of 1.5% per month, or 18% per annum when past due. Any account placed for collection will also incur collection fees.

NOTE: If you choose to pay by credit card, a 3.5% handling fee will be charged.

Thank you for doing business with CST! "Celebrating Over 38 Years of Technology Excellence!"

APPROVED
DENIED

Board Member Initials: PHM

Meeting Date: 8/20/19

Follow-up action: _____



Combined Systems Technology, Inc.
 2165 NW 108th Street
 Suite D
 Clive, IA 50325
 (515) 270-5300

| | |
|-------------------------------------|----------------|
| Date | Invoice |
| 08/09/2019 | 134278 |
| Account | |
| Story County Information Technology | |

| |
|--|
| Bill To: |
| Story County Information Technology Attn: Paula Habermann 900 6th St. Nevada, IA 50201 United States |

| |
|--|
| Ship To |
| Story County Information Technology Attn: Barbara Steinback 900 6th St. Nevada, IA 50201 United States |

| | | | |
|-----------------|-----------------------------------|------------------|--|
| Due Date | PO Number | Reference | |
| NET ON RECEIPT | Liebert Renewal Site 92799 Sto | Order #10560 | |

| Products & Other Charges | Quantity | Price | Amount |
|---|--------------------------|-------------------|-------------------|
| Billable Products & Other Charges | | | |
| Liebert Essential Service Nfinity 4-16 SN# 1313932 Covers 9/1/19- 8/31/20 Site ID 92799 Story County Administration | 1.00 | \$1,915.00 | \$1,915.00 |
| Total Products & Other Charges: | | | \$1,915.00 |
| Make checks payable to Combined Systems Technology, Inc. | Invoice Subtotal: | | \$1,915.00 |
| | Sales Tax: | | \$0.00 |
| | Invoice Total: | | \$1,915.00 |
| | Payments: | | \$0.00 |
| | Credits: | | \$0.00 |
| Balance Due: | | \$1,915.00 | |

A restocking charge of up to 25% may be applied to all returned equipment or cancelled agreements.
 All invoices are subject to a finance charge of 1.5% per month, or 18% per annum when past due. Any account placed for collection will also incur collection fees.

NOTE: If you choose to pay by credit card, a 3.5% handling fee will be charged.

Thank you for doing business with CST! "Celebrating Over 38 Years of Technology Excellence!"

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2019 is by and between Story County and Mary Greeley Medical Center (Provider)
The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Detox services are funded by Story County and administered by the Community Services Department. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide detox services and is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

**SECTION 1
Definitions**

Assignment: The act of transferring to another all or part of one's property interest or rights.

Co-payment: The amount which may be charged to Story County Individual at the time services are rendered.

Story County Individual: A resident of the county who is eligible and authorized to receive funding as defined by the Story County Detox Services Funding Policy as approved by the Story County Board of Supervisors.

Covered Services: Services enumerated in the Story County Detox Services Funding Policy as approved by the Story County Board of Supervisors.

Subcontract: The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

**SECTION 2
Duties of Provider**

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story County Individual who is authorized by the Community Services Director or designee to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations and the Story County Detox Services Funding Policy. Provider shall also provide Covered Services in a manner which:
(a) documents the services provided, **in conformance with Federal (including the Health**

RECEIVED

Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations; and (b) protects the confidentiality of the Story County Individual's medical records.

Section 2.2 Compliance with the Story County Detox Services Funding Policy. Provider and its staff shall be bound by and provide Covered Services in compliance with the Story County Detox Services Funding Policy. Failure to comply with the Story County Detox Services Funding Policy may result in sanctions such as, but not limited to, the loss of reimbursement and/or termination of the Agreement.

Section 2.3 Authorization and Notification Requirements. All Covered Services provided to Story County Individuals by Provider must be authorized by the Community Services Director or designee prior to or at the time of rendering services or in accordance with the Story County Detox Services Funding Policy. The Story County Detox Services Funding Policy shall not diminish Provider's obligation to render Covered Services consistent with the applicable standard of care.

Section 2.4 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

Section 2.5 Most Favored Rate. Story County shall receive the most favorable charge by the Provider. No Provider can charge another County more or less than the Provider County.

SECTION 3

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims for reimbursement in accordance with the Story County's claims process.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider in accordance with the County's claims process.

Section 3.3 Compensation to Provider. Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Story County and Provider. The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain social security, workers compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense professional liability insurance and comprehensive general and/or umbrella liability insurance. Evidence of insurance shall be provided at the time of execution of this Agreement and may be provided in the form of a certificate of insurance.

SECTION 6

Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, **operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.**

Section 6.2 Reports from State Authority or Agency. The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

Section 6.3 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure detox services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.4 Equal Opportunity Employer. Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations except as required by law or as ordered by a court of competent jurisdiction. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and detox services records.

SECTION 7 **Term and Termination**

Section 7.1 Term. The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, or until the end of the current fiscal year, whichever occurs first.

Section 7.2 Nonrenewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

Section 7.3 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.4 Termination With Cause by Story County. Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) a bankruptcy petition filed by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

Section 7.6 Information to Story County Individuals. Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

Section 7.7 Continuation of Services After Termination. Upon request by Story County, Provider shall continue to render Covered Services in accordance with this Agreement until Story County has transferred Story County Individuals to another provider or until such Story County Individual is discharged.

SECTION 8 **Amendments**

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within

the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 8.2 Regulatory Amendment. Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 9
Other Terms and Conditions

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

Section 9.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

Section 9.4 Entire Agreement. This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

Section 9.5 Rights of Provider and Story County. Provider agrees that Story County may use Provider's name, address, telephone number, description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

Section 9.8 Notices to Story County. Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

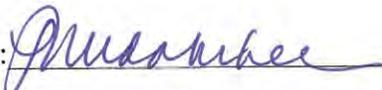
Story County Community Services
126 S. Kellogg Ave., Suite 001
Ames, Iowa 50010
Attention: Karla Webb

Section 9.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Mary Greeley Medical Center
1111 Duff Ave.
Ames, IA 50010
Attention: Cory Geffre, Vice President

This Agreement has been executed by the parties hereto, through their duly authorized officials.

Story County:

By: 
Print Name: Linda Murken
Print Title: Chair, BOS
Date: 8/20/19

Mary Greeley Medical Center:

By: 
Print Name: Cory Geffre
Print Title: Vice President
Date: 7-30-19

Will need to be signed by the BOS

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES**

| Service Description | Unit of Service | Rate |
|--|------------------------|-------------|
| Inpatient Services (Does not include physician services) | Day | \$996.00 |
| Inpatient Physician Services | Day | \$141.40 |
| Observation | | |
| Up to 8 hours | 8 Hours | \$549.16 |
| Up to 12 hours | 12 Hours | \$669.71 |
| Up to 23 hours | 23 Hours | \$816.72 |

OTHER TERMS:

For individuals on a civil commitment whom have been determined to not meet medical necessity for inpatient detox services and are unable to be released until a civil commitment hearing is held, funding for up to 3 days may be considered when the individual meets Story County Detox Services Funding Policy criteria.

Story County:

By: *Linda Murken*
 Print Name: Linda Murken
 Title: Chair, BOS
 Date: 8/20/19

Mary Greeley Medical Center:

By: *Cory Gelfre*
 Print Name: Cory Gelfre
 Title: Vice President
 Date: 7-30-19



Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors
From: Michael Cox, Director *u*
Date: August 20, 2019
Re: Consideration of Agreement with ITC Midwest LLC for Construction of a Multi-use Recreational Trail on a Utility Easement Held by ITC.

The attached agreement permits Story County to construct the Tedesco Environmental Learning Corridor Phase 3 multi-use recreational trail within a utility easement held by ITC Midwest LLC on Iowa State University property.

The Story County Conservation Board urges your approval.

Michael Cox
Approval
8/20/19
Date

Disapproval

Date

PREPARED BY: Leanna Whipple, ITC Midwest, 123 Fifth Street, S.E., Cedar Rapids, IA 52401
(515) 639-3329

RETURN TO: Jeanne Archie, ITC Midwest, 123 Fifth Street, S.E., Cedar Rapids, IA 52401

AGREEMENT REGARDING PERMISSIVE USE OF EASEMENT

This Agreement is entered into by and between ITC Midwest LLC, a Michigan limited liability company ("ITC") and Story County, Iowa ("Story County").

- A. ITC is the owner of easements located on, over and across certain real estate located in Story County, Iowa described on Exhibit A attached hereto (the "Easements").
- B. ITC has constructed electric transmission line facilities within the Easements, with the poles being located generally near and adjacent to a road locally known as 260th Street. Story County wishes to install a recreational trail parallel to 260th Street as depicted and described on Exhibit B attached hereto (the "Trail"). The Trail will cross the Easements.
- C. Story County is willing to be responsible for and reimburse ITC as set forth in the Agreement below in the event any damage is done to ITC's Easements and/or the improvements/poles located on, under or over the Easements and further to reimburse ITC should Story County wish for ITC to move, whether temporarily or permanently, ITC's improvements on, under or over the Easements.

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

- 1. County recognizes the existence, priority, and validity of the Easements, and acknowledges that ITC is the owner of the Easements as evidenced by: (i) that certain Electric Line Easement filed July 13, 2006, as Instrument No. 2006-00008344 in the records of the Story County Recorder; (ii) that certain Electric Line Easement filed July 13, 2006 as Instrument No. 2006-00008343 in the records of the Story County, Iowa Recorder; and (iii) that certain Overhead Electric Line Easement filed August 24, 2006, as Instrument No. 2006-00010610 in the records of the Story County Recorder.
- 2. To perform the improvement work which Story County wishes to make in order to construct the Trail adjacent to 260th Street, Story County needs the consent and permission of ITC as the owner of the Easements.
- 3. ITC is willing to and does hereby consent that Story County can make improvements i.e. the paving and installation of the recreational trail adjacent to 260th Street and as shown on Exhibit B that overlaps ITC's Easements. ITC so consents on the condition that: (i) Story County will reimburse ITC for any damage done by Story County or its employees, contractors, and invitees to ITC's Easements and/or the improvements located on, under or above such Easements, (ii) Story County will reimburse ITC for any other expense incurred by ITC including expense associated with relocating, whether temporarily or permanently, any improvements belonging to ITC and located on its Easements in response to a reasonable request by Story County for same; provided ITC can agree to such relocation; (iii) Story County acknowledges and agrees that ITC is a "holder" of "land" within the

meaning of Iowa Code Chapter 461C and is entitled to the protections provided therein; (iv) Story County acknowledges that ITC is and will continue to own, operate, reconstruct, and maintain the electric transmission line facilities upon the Easements; and (v) Story County agrees to construct and maintain the recreational trail in accordance with all applicable requirements..

4. Story County agrees to the conditions described in the preceding paragraph.
5. Each of the undersigned represents and warrants that he or she is authorized to execute this Agreement and, upon such execution, this Agreement will be binding upon the identified party.
6. The provisions of this Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns.
7. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Iowa.
8. This Agreement may be executed in one or more counterparts and all of such counterparts taken together shall constitute one and the same instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

STATE OF MICHIGAN
COUNTY OF OAKLAND

ss:

This instrument was acknowledged before me on this ____ day of _____, 2019 by _____ as _____ of ITC Holdings Corp.

ITC MIDWEST LLC

BY: ITC Holdings Corp., its sole member

By: _____

Jean Kim D'Anna

Its: Assistant General Counsel, Utility Operations

Notary Public

STATE OF IOWA
COUNTY OF STORY

ss:

This instrument was acknowledged before me on this 20th day of August, 2019 by _____ as _____ of Story County, Iowa.

STORY COUNTY, IOWA

By: *[Signature]*

Its: _____

[Signature]
Notary Public

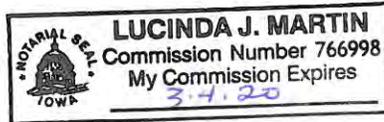


EXHIBIT A

1. Electric Line Easement filed July 13, 2006, as Instrument No. 2006-00008344 in the records of the Story County Recorder:

The Southwest Quarter (SW1/4) of Section Twenty-one (21), Township Eighty-three (83) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa.

2. Electric Line Easement filed July 13, 2006 as Instrument No. 2006-00008343 in the records of the Story County, Iowa Recorder:

The Southeast Quarter (SE1/4) of Section Twenty (20), Township Eighty-three (83) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa except a strip of land fifty (50) feet in width off the West side of the SE1/4 of said Section 20, now occupied by the Ft. Dodge, Des Moines and Southern Railroad Company as right of way.

3. Overhead Electric Line Easement filed August 24, 2006, as Instrument No. 2006-00010610 in the records of the Story County Recorder.

The Southeast Quarter (SE1/4) of Section Nineteen (19), Township Eighty-three (83) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa, AND the South Eighty-one (81) rods of the Southwest Quarter (SW1/4) of Section Twenty (20), Township Eighty-three (83) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa; EXCEPT a parcel of land 50 feet square, described as beginning at a point 33 feet North of the Southeast Corner of the South Half (S1/2) of the Southwest Quarter (SW1/4) of Section 20, township 83 North, Range 24; thence North 50 feet along the East line of the Southwest Quarter (SW1/4) of said Section, thence West 50 feet; thence South 50 feet to a point 33 feet North of the South line of said Section 20; thence East 50 feet to the point of beginning.

AND

The South One-half (S1/2) of the Southeast Quarter (SE1/4) of Section Twenty-one (21), Township Eighty-three (83) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa.



Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors
From: Michael Cox, Director *u*
Date: August 20, 2019
Re: Consideration of Easement Agreement with Iowa State University for Construction of a Multi-use Recreational Trail on the ISU AG 450 Farm Annex

The attached easement grants to Story County the ability to construct the Tedesco Environmental Learning Corridor Phase 3 multi-use recreational trail across property owned by Iowa State University. The trail route will cross two parcels owned by Iowa State University. The easement herein is for the parcel referred to as the AG 450 Farm Annex. The easement is being offered at no cost to Story County. The trail will extend from the County Highway R38, along the north side of the 260th Street ROW to the ISU Dairy Farm and then north to the intersection with private property. Private property easements have been approved by landowners and are in the process of being finalized.

The Story County Conservation Board urges your approval.

[Signature]
Approval

Disapproval

8/20/19
Date

Date

Preparer: Paula DeAngelo, Deputy Counsel, 3550 Beardshear Hall, Iowa State University, Ames, IA 50011 (515.294.5352)

Return to: Kathy McKown, Manager, Contract Administration, 200 General Services Building, Iowa State University, Ames, IA 50011 (515.294.0366)

**MULTI-USE TRAIL EASEMENT AGREEMENT
AG 450 FARM ANNEX**

This Multi-Use Trail Easement Agreement (“**Agreement**”) is entered into this ____ day of _____, 2019, by and between the Board of Regents, State of Iowa for the use and benefit of Iowa State University of Science and Technology (“**Grantor**”) and Story County, Iowa (“**Grantee**”).

- A. The State of Iowa holds title to the following real property located in Story County, Iowa for the use and benefit of Iowa State University of Science and Technology under the jurisdiction of the Board of Regents, State of Iowa:

The Southeast Quarter (SE1/4) of Section Twenty (20), Township Eighty-Three (83) North, Range Twenty-Four (24) West of the 5th P.M., excepting a strip of land fifty (50) feet in width off the west side of the Southeast Quarter of said Section Twenty (20), now occupied by the Ft. Dodge, Des Moines and Southern Railroad Company as a right of way.

The property is known locally as the AG 450 Farm Annex (“**Property**”).

- B. Grantee desires to construct a multi-use trail across a portion of the Property and connect it to other trails in the vicinity, and Grantor supports the construction of the multi-use trail on the Property and is willing to grant Grantee an easement across the Property in accordance with the terms of this Agreement.

TERMS

1. **Location:** Pursuant to Code of Iowa § 262.9(8) and subject to the terms of this Agreement, Grantor grants Grantee an easement that shall be located upon and limited to the tract depicted in the site map marked Exhibit 02A-02B, which is attached and made part of this Agreement, and legally described as follows (“**Easement Area**”):

Commencing at the S 1/4 corner of SEC 20-T83N-R24W; thence along the west line of said SE 1/4, N 00°38’04” W, a distance of 33.01 feet; thence S 89°54’07” E, a distance of 50.00 feet to the point-of-beginning; thence N 00°38’04” W, a distance of 36.00 feet; thence S 89°54’21” E, a distance of 2436.32 feet; thence N 74°50’26” E, a distance of 129.23 feet;

thence S 00°27'21" W, a distance of 70.00 feet; thence N 89°54'21" W, a distance of 2561.21 feet to the point-of-beginning. Containing 94,330 square feet (2.166 acres) more or less.

2. Use: Grantee shall use the Easement Area only for the purpose of constructing, maintaining, and repairing a multi-use trail. The parties acknowledge that the multi-use trail will be open to use by members of the public, and Grantor and Grantee may use the multi-use trails as other members of the public may use it. Grantee may also plant and maintain native grasses and other types of vegetation approved by Grantor adjacent to the multi-use trail and within the Easement Area, which consent shall not unreasonably be withheld.
3. Access: Grantee's entrance upon Grantor's Property to access the Easement Area shall be over reasonable routes designated by Grantor.
4. Construction Requirements:
 - a. Construction Coordination: Grantor and Grantee shall coordinate prior to and during construction of the multi-use trail. Grantor and Grantee shall each designate at least one representative to serve as its liaison to the other party regarding the construction.
 - b. Construction Plans: Grantee shall submit to Grantor for Grantor's approval a copy of Grantee's plans for construction of the multi-use trail and planting of vegetation. Grantor's approval shall not be unreasonably withheld. The plan shall address any relocation/reconstruction of field drives, relocation/installation of fencing, and relocation of existing signage and landscaping, all of which shall be performed or funded by Grantee. Grantee shall ensure that the multi-use trail is constructed in accordance with the approved plans.
 - c. Construction Dates: Grantor and Grantee shall mutually agree on the dates during which the construction activities may occur in order to diminish any adverse impact on Grantor's farming activities on the Property.
 - d. Temporary Construction Easement: Grantor grants Grantee a temporary construction easement in an area immediately adjacent to the Easement Area as identified in Exhibit 02C for a period of six months from the date of construction commencement solely for the purpose of constructing the multi-use trail. However, if Grantee has completed its use of the temporary construction easement prior to the end of the six-month period, the temporary construction easement shall immediately terminate. Grantee's obligations and liability with respect to the Easement Area shall also apply to the temporary construction easement.
 - e. Utilities Crossings: Permission from Easement Holder: All crossings of existing sewers, water lines, electric lines, tile lines, conduit or other existing facilities shall be made in cooperation with and subject to the specifications of the engineer or other official of Grantor in charge of such installations. If the Easement Area crosses an easement previously granted by Grantor to a utility provider or other entity, prior to engaging in any construction activities in the Easement Area Grantee shall obtain from the easement holder its written consent to the easement granted to Grantee pursuant to this Agreement and submit to Grantor a copy of the written consent. Grantee shall abide by any restrictions imposed by the easement holder as a condition of its consent.
 - f. Restoration: As soon as reasonably possible after construction is complete, weather and season permitting, Grantee shall restore the Easement Area not utilized for the multi-use trail or vegetation to its natural grade and previous condition. All ditches,

trenches and other excavations shall be firmly filled and maintained in such manner as to present no hazard or obstacle to Grantor's use of the Property for other purposes.

- g. Liens: Grantor's property shall not be subjected to liens of any nature by reason of Grantee's construction, maintenance or repair of the multi-use trail or by reason of any other act or omission of Grantee, including, but not limited to, mechanic's and materialman's liens. Grantee has no power, right or authority to subject Grantor's property to any mechanic's or materialman's lien or claim of lien.

5. Liability.

- a. Damage to Grantor Property. Grantee shall promptly notify Grantor of any damage to the Easement Area, Property or other real or personal property of Grantor (including but not limited to damage to crops, fences and field tiles) occurring while Grantee is constructing, maintaining or repairing the multi-use trail. At Grantor's request, Grantee shall either repair or replace the damaged property, reimburse Grantor for reasonable, documented expenses incurred by Grantor to repair or replace the damaged property or compensate Grantor for the loss of the property.
 - b. Maintenance and Repair. As between Grantor and Grantee, Grantee shall be solely responsible for maintaining and repairing the multi-use trail and the Easement Area, excluding Grantor's field drives and driveways. Grantee shall provide to Grantor contact information for the individual Grantor may contact if Grantor believes repairs are needed and to whom Grantor may refer inquiries received from members of the public about the multi-use trail.
 - c. Third Party Claims. To the extent permitted by Chapter 670 of the Iowa Code and other applicable law, Grantee shall indemnify and hold harmless Iowa State University of Science and Technology, the Board of Regents – State of Iowa, the State of Iowa and their respective officers, employees and agents harmless from any claims, liabilities, damages, fines and expenses arising from the multi-use trail, use of the Easement Area by Grantee, or from any tort (as defined in Chapter 670 of the Iowa Code) arising from the acts or omissions of Grantee or its officers or employees.
 - d. Insurance. Grantee shall maintain appropriate insurance coverage or self-insure for liabilities that may arise from the activities set forth in this Agreement.
6. Rights Reserved: Grantor reserves to itself the right to use of Easement Area for any purpose, including the use of Grantor's field drives and driveways that cross the Easement Area for ingress and egress to the Property and the construction of sewers, water lines, electric lines, tile lines, or other facilities, that does not interfere with the multi-use trail or Grantee's rights granted in this Agreement.
7. Relocation: Grantor may request relocation of all or a portion of the multi-use trail and Easement Area. If requested, Grantor and Grantee shall identify a mutually acceptable location to be provided by the Grantor. If the relocation occurs in the first five years of this Agreement, Grantor shall pay the actual cost of relocation, not to exceed the depreciated value of the multi-use trail at the time of relocation and assuming a useful life of twenty-five years. If the relocation occurs in the second five years of this Agreement, Grantor shall pay half the actual cost of relocation, not to exceed the depreciated value of the multi-use trail at the time of relocation. After ten years from the date of this Agreement, Grantor shall have no obligation to pay for the cost of relocation unless mutually agreed otherwise.

8. Consideration: The consideration for this easement are the benefits the multi-use trail provides to Grantor, including: providing an alternative walking/biking route to farm properties used daily by students, faculty, and staff; bringing attention to activities occurring at the farms; and providing educational opportunities along the alignment through proposed informational signage. Said informational signage desired by Grantor to be placed in Easement Area shall be approved by Grantee, which consent shall not unreasonably be withheld. Costs for said signage will be paid by Grantor. No cost of the facilities to be constructed within this Easement Area shall be assessed or charged to the Grantor.
9. Duration: This easement is granted, and all rights hereunder shall endure, for a period of twenty years so long as the Grantee continues to use the Easement Area for a multi-use trail in accordance with this Agreement. Grantor and Grantee may mutually agree in writing to renew this Agreement. Upon expiration of the easement term or discontinuation of Grantee's use of the Easement Area for a multi-use trail in accordance with this Agreement: (i) all rights granted to Grantee shall terminate and revert to Grantor and (ii) Grantee shall remove the multi-use trail and restore the Easement Area to pre-easement conditions at no expense to Grantor unless otherwise agreed by Grantor and Grantee.
10. Assignment Prohibited: The grant of this easement is to Grantee only and cannot be assigned in whole or part to any other party without written consent of Grantor.

Signature page follows on next page

SIGNATURE PAGE

Grantor and Grantee execute this Multi-Use Trail Easement Agreement by their lawfully designated officials as of the date first written above.

BOARD OF REGENTS, STATE OF IOWA

By _____
Mark Braun
Executive Director

State of Iowa)
County of Polk) S.S.

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared the executive director of the Board of Regents, State of Iowa, to me personally known, who being by me duly sworn, did say that he is Mark Braun, that the instrument was signed on behalf of and by the authority of the Board of Regents, State of Iowa and that Mark Braun was authorized to execute this instrument by vote of the Board of Regents, State of Iowa at its meeting on the 1st day of August, 2019, and that the execution of this instrument is a voluntary act and deed of the Board of Regents, State of Iowa and of the executive director.

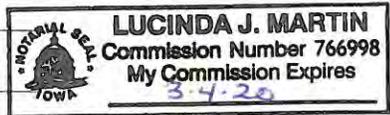
Notary Public in and for Said County
My Commission expires: _____

STORY COUNTY, IOWA
By _____
Linda Murken, Chair
Story County Board of Supervisors

State of Iowa)
County of Story) S.S.

On this 20th day of August, 2019, before me, the undersigned, a notary public in and for said County in said State, personally appeared Linda Murken, Chair of the Story County Board of Supervisors, known to me and who executed the foregoing document and who acknowledged that he/she executed the same as a voluntary act deed.

Notary Public in and for Said County
My commission expires: _____

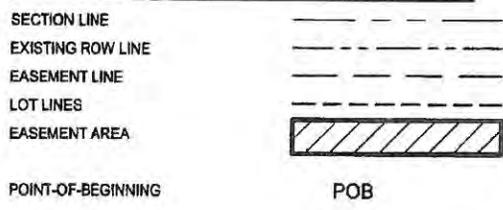


INDEX LEGEND

LOCATION : SE 1/4
SEC 20-T83N-R24W

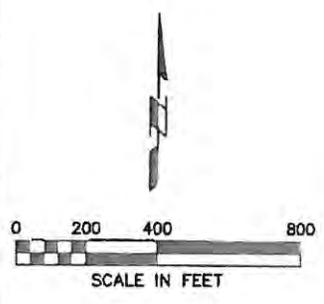
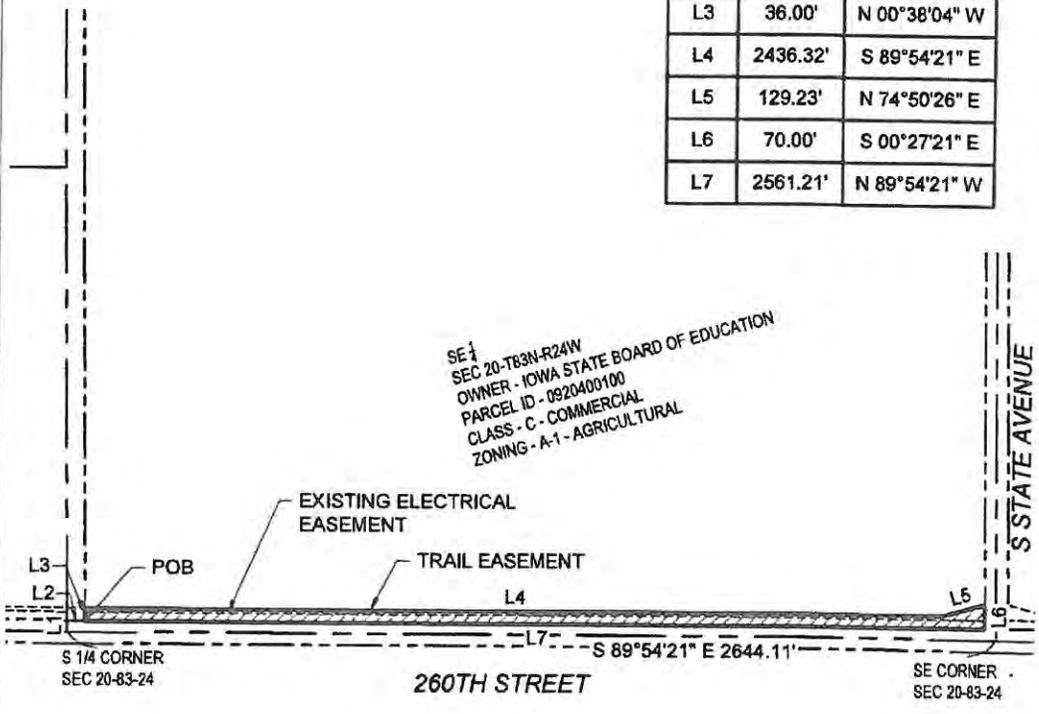
REQUESTOR : STORY COUNTY, IOWA
PROPRIETOR : IOWA STATE BOARD OF EDUCATION
SURVEYOR : MURRAY B. BERTING
SURVEY : SHIVE-HATTERY
COMPANY : 4125 Westown Pkwy, Suite 100, West Des Moines, Iowa 50266
RETURN TO : -

LEGEND:



THIS SPACE RESERVED FOR RECORDER'S USE

| LINE TABLE | | |
|------------|----------|---------------|
| LINE | LENGTH | DIRECTION |
| L1 | 33.01' | N 00°38'04" W |
| L2 | 50.00' | S 89°54'07" E |
| L3 | 36.00' | N 00°38'04" W |
| L4 | 2436.32' | S 89°54'21" E |
| L5 | 129.23' | N 74°50'26" E |
| L6 | 70.00' | S 00°27'21" E |
| L7 | 2561.21' | N 89°54'21" W |



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____ DATE: _____

NAME: MURRAY B. BERTING

LICENSE NUMBER: 13148

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2020

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: EX02A, EX02B

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.223.8104 | www.shive-hattery.com
Iowa | Illinois | Indiana

| EASEMENT PLAT | | | PROJECT NO. |
|--|------------|------------|--------------|
| STORY COUNTY TRAIL STORY COUNTY, IOWA | | | 416259-0 |
| DATE | 07/23/2019 | SCALE | - |
| DRAWN | CWH | FIELD BOOK | - |
| APPROVED | MBB | REVISION | - |
| | | | EX02A |

File Path: P:\Projects\DMA4-182586\Drawings\Drawings\1_CAD\370\Exam\EX02A.dwg

INDEX LEGEND

LOCATION : SE 1/4
SEC 20-T83N-R24W

REQUESTOR : STORY COUNTY, IOWA
PROPRIETOR : IOWA STATE BOARD OF EDUCATION
SURVEYOR : MURRAY B. BERTING
SURVEY : SHIVE-HATTERY
COMPANY : 4125 Westown Pkwy, Suite 100, West Des Moines, Iowa 50266
RETURN TO : -

THIS SPACE RESERVED FOR RECORDER'S USE

TRAIL EASEMENT PLAT

OF TRAIL EASEMENT BEING
CONVEYED TO STORY COUNTY

A TRAIL EASEMENT IN SE 1/4 SEC 20-T83N-R24W, STORY
COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING FOR THIS EASEMENT BEING THE SOUTH
LINE OF THE SE 1/4 SEC 20-T83N-R24W MEASURING 2644.11
FEET WITH A BEARING OF S 89°54'21" E;

COMMENCING AT THE S 1/4 OF SEC 20-T83N-R24W;
THENCE ALONG THE WEST LINE OF SAID SE 1/4, N 00°38'04" W,
A DISTANCE OF 33.01 FEET;
THENCE S 89°54'07" E, A DISTANCE OF 50.00 FEET TO THE
POINT-OF-BEGINNING;
THENCE N 00°38'04" W, A DISTANCE OF 36.00 FEET;
THENCE S 89°54'21" E, A DISTANCE OF 2436.32 FEET;
THENCE N 74°50'28" E, A DISTANCE OF 129.23 FEET;
THENCE S 00°27'21" W, A DISTANCE OF 70.00 FEET;
THENCE N 89°54'21" W, A DISTANCE OF 2561.21 FEET TO THE
POINT-OF-BEGINNING.

CONTAINING 94,330 SF (2.166 ACRES) MORE OR LESS

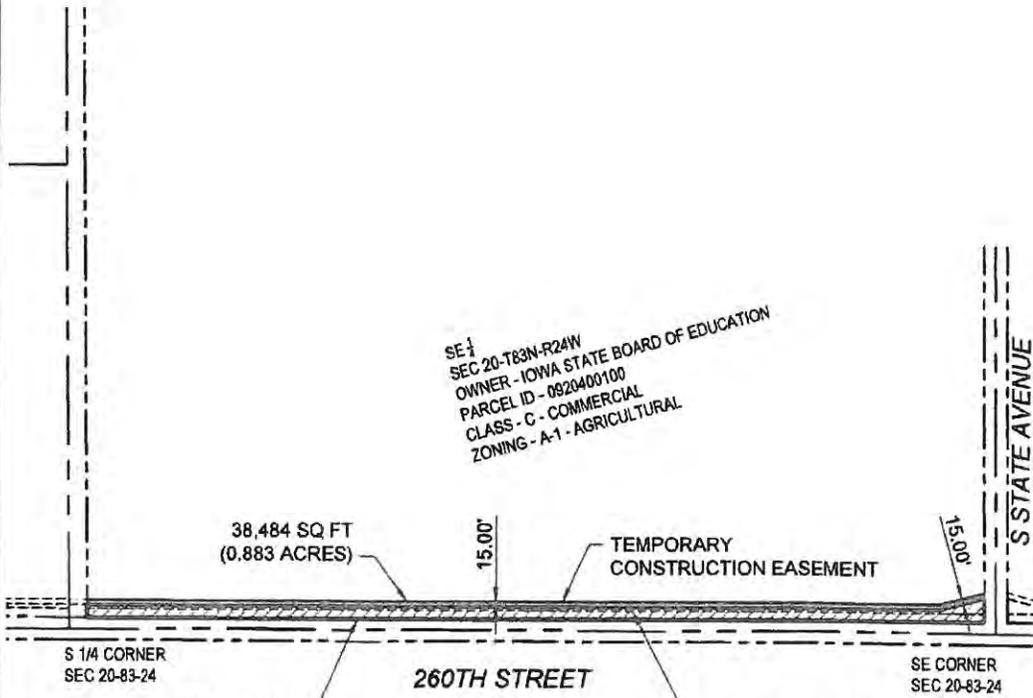
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SHIVEHATTERY
ARCHITECTURE + ENGINEERING
4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.223.8104 | www.shive-hattery.com
Iowa | Illinois | Indiana

| EASEMENT PLAT | | | PROJECT NO. |
|---|------------|------------|-------------|
| STORY COUNTY TRAIL STORY COUNTY IOWA | | | 416259-0 |
| DATE | 07/23/2019 | SCALE | - |
| DRAWN | CWH | FIELD BOOK | - |
| APPROVED | MBB | REVISION | - |
| | | | SHEET NO. |
| | | | EX02B |

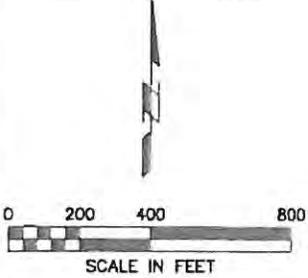
LEGEND:

| | |
|--------------------------------------|---|
| SECTION LINE |  |
| EXISTING ROW LINE |  |
| EASEMENT LINE |  |
| LOT LINES |  |
| TRAIL EASEMENT AREA |  |
| TEMPORARY CONSTRUCTION EASEMENT AREA |  |



TRAIL EASEMENT REFER TO EX02A-B

EXISTING ELECTRICAL EASEMENT



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SHIVE-HATTERY
 ARCHITECTURE + ENGINEERING
 4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
 515.223.8104 | www.shive-hattery.com
 Iowa | Illinois | Indiana

| TEMPORARY CONSTRUCTION EASEMENT | | |
|---|------------|--------------|
| STORY COUNTY TRAIL STORY COUNTY IOWA | | |
| DATE | 07/23/2019 | SCALE - |
| DRAWN | BTP | FIELD BOOK - |
| APPROVED | - | REVISION - |

PROJECT NO.
415256-0

SHEET NO.
EX02C



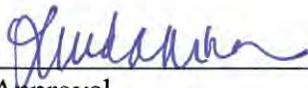
Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515) 232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors
From: Michael Cox, Director 
Date: August 20, 2019
Re: Consideration of Easement Agreement with Iowa State University for Construction of a Multi-use Recreational Trail on the ISU AG 450 Farm

The attached easement grants to Story County the ability to construct the Tedesco Environmental Learning Corridor Phase 3 multi-use recreational trail across property owned by Iowa State University. The trail route will cross two parcels owned by Iowa State University. The easement herein is for the parcel referred to as the AG 450 Farm. The easement is being offered at no cost to Story County. The trail will extend from the County Highway R38, along the north side of the 260th Street ROW to the ISU Dairy Farm and then north to the intersection with private property. Private property easements have been approved by landowners and are in the process of being finalized.

The Story County Conservation Board urges your approval.


Approval

8/20/19
Date

Disapproval

Date

Preparer: Paula DeAngelo, Deputy Counsel, 3550 Beardshear Hall, Iowa State University, Ames, IA 50011 (515.294.5352)

Return to: Kathy McKown, Manager, Contract Administration, 200 General Services Building, Iowa State University, Ames, IA 50011 (515.294.0366)

**MULTI-USE TRAIL EASEMENT AGREEMENT
AG 450 FARM**

This Multi-Use Trail Easement Agreement (“**Agreement**”) is entered into this ____ day of _____, 2019, by and between the Board of Regents, State of Iowa for the use and benefit of Iowa State University of Science and Technology (“**Grantor**”) and Story County, Iowa (“**Grantee**”).

- A. The State of Iowa holds title to the following real property located in Story County, Iowa for the use and benefit of Iowa State University of Science and Technology under the jurisdiction of the Board of Regents, State of Iowa:

The Southwest Quarter (SW1/4) of Section Twenty-One (21), Township Eighty-Three (83) North, Range Twenty-Four (24) West of the 5th P.M.

The property is known locally as the AG 450 Farm (“**Property**”).

- B. Grantee desires to construct a multi-use trail across a portion of the Property and connect it to other trails in the vicinity, and Grantor supports the construction of the multi-use trail on the Property and is willing to grant Grantee an easement across the Property in accordance with the terms of this Agreement.

TERMS

1. **Location:** Pursuant to Code of Iowa § 262.9(8) and subject to the terms of this Agreement, Grantor grants Grantee an easement that shall be located upon and limited to the tract depicted in the site map marked Exhibit 03A-03B, which is attached and made part of this Agreement, and legally described as follows (“**Easement Area**”):

Commencing at the SW corner of SEC 21-T83N-R24W; thence along the west line of said SW 1/4, N00°27'21" W, a distance of 33.00 feet; thence S 89°36'48" E, a distance of 33.00 feet to the point-of-beginning; thence N 00°27'21" W, a distance of 70.00 feet; thence S 74°27'23" E, a distance of 130.02 feet; thence S 89°36'48" E, a distance of 545.00 feet; thence S 89°54'26" E, a distance of 780.01 feet; thence S 89°36'48" E, a distance of 1056.49 feet; thence N 45°57'17" E, a distance of 124.00 feet; thence S 00°12'05" E, a distance of

126.81 feet; thence N 89°36'48" W, a distance of 2595.81 feet to the point of beginning. Containing 105,599 square feet (2.424 acres) more or less.

2. Use: Grantee shall use the Easement Area only for the purpose of constructing, maintaining, and repairing a multi-use trail. The parties acknowledge that the multi-use trail will be open to use by members of the public, and Grantor and Grantee may use the multi-use trail as other members of the public may use it. Grantee may also plant and maintain native grasses and other types of vegetation approved by Grantor adjacent to the multi-use trail and within the Easement Area, which consent shall not unreasonably be withheld.
3. Access: Grantee's entrance upon Grantor's Property to access the Easement Area shall be over reasonable routes designated by Grantor.
4. Construction Requirements:
 - a. Construction Coordination: Grantor and Grantee shall coordinate prior to and during construction of the multi-use trail. Grantor and Grantee shall each designate at least one representative to serve as its liaison to the other party regarding the construction.
 - b. Construction Plans: Grantee shall submit to Grantor for Grantor's approval a copy of Grantee's plans for construction of the multi-use trail and planting of vegetation. Grantor's approval shall not be unreasonably withheld. The plan shall address any relocation/reconstruction of field drives, relocation/installation of fencing, and relocation of existing signage and landscaping, all of which shall be performed or funded by Grantee. Grantee shall ensure that the multi-use trail is constructed in accordance with the approved plans.
 - c. Construction Dates: Grantor and Grantee shall mutually agree on the dates during which the construction activities may occur in order to diminish any adverse impact on Grantor's farming activities on the Property.
 - d. Temporary Construction Easement: Grantor grants Grantee a temporary construction easement in an area immediately adjacent to the Easement Area as identified in Exhibit 03C for a period of six months from the date of construction commencement solely for the purpose of constructing the multi-use trail. However, if Grantee has completed its use of the temporary construction easement prior to the end of the six-month period, the temporary construction easement shall immediately terminate. Grantee's obligations and liability with respect to the Easement Area shall also apply to the temporary construction easement.
 - e. Utilities Crossings; Permission from Easement Holder: All crossings of existing sewers, water lines, electric lines, tile lines, conduit or other existing facilities shall be made in cooperation with and subject to the specifications of the engineer or other official of Grantor in charge of such installations. If the Easement Area crosses an easement previously granted by Grantor to a utility provider or other entity, prior to engaging in any construction activities in the Easement Area Grantee shall obtain from the easement holder its written consent to the easement granted to Grantee pursuant to this Agreement and submit to Grantor a copy of the written consent. Grantee shall abide by any restrictions imposed by the easement holder as a condition of its consent.
 - f. Restoration: As soon as reasonably possible after construction is complete, weather and season permitting, Grantee shall restore the Easement Area not utilized for the multi-use trail or vegetation to its natural grade and previous condition. All ditches,

trenches and other excavations shall be firmly filled and maintained in such manner as to present no hazard or obstacle to Grantor's use of the Property for other purposes.

- g. Liens: Grantor's property shall not be subjected to liens of any nature by reason of Grantee's construction, maintenance or repair of the multi-use trail or by reason of any other act or omission of Grantee, including, but not limited to, mechanic's and materialman's liens. Grantee has no power, right or authority to subject Grantor's property to any mechanic's or materialman's lien or claim of lien.

5. Liability.

- a. Damage to Grantor Property. Grantee shall promptly notify Grantor of any damage to the Easement Area, Property or other real or personal property of Grantor (including but not limited to damage to crops, fences and field tiles) occurring while Grantee is constructing, maintaining or repairing the multi-use trail. At Grantor's request, Grantee shall either repair or replace the damaged property, reimburse Grantor for reasonable, documented expenses incurred by Grantor to repair or replace the damaged property or compensate Grantor for the loss of the property.
 - b. Maintenance and Repair. As between Grantor and Grantee, Grantee shall be solely responsible for maintaining and repairing the multi-use trail and the Easement Area, excluding Grantor's field drives and driveways. Grantee shall provide to Grantor contact information for the individual Grantor may contact if Grantor believes repairs are needed and to whom Grantor may refer inquiries received from members of the public about the multi-use trail.
 - c. Third Party Claims. To the extent permitted by Chapter 670 of the Iowa Code and other applicable law, Grantee shall indemnify and hold harmless Iowa State University of Science and Technology, the Board of Regents – State of Iowa, the State of Iowa and their respective officers, employees and agents harmless from any claims, liabilities, damages, fines and expenses arising from the multi-use trail, use of the Easement Area by Grantee, or from any tort (as defined in Chapter 670 of the Iowa Code) arising from the acts or omissions of Grantee or its officers or employees.
 - d. Insurance. Grantee shall maintain appropriate insurance coverage or self-insure for liabilities that may arise from the activities set forth in this Agreement.
6. Rights Reserved: Grantor reserves to itself the right to use of Easement Area for any purpose, including the use of Grantor's field drives and driveways that cross the Easement Area for ingress and egress to the Property and the construction of sewers, water lines, electric lines, tile lines, or other facilities, that does not interfere with the multi-use trail or Grantee's rights granted in this Agreement.
7. Relocation: Grantor may request relocation of all or a portion of the multi-use trail and Easement Area. If requested, Grantor and Grantee shall identify a mutually acceptable location to be provided by the Grantor. If the relocation occurs in the first five years of this Agreement, Grantor shall pay the actual cost of relocation, not to exceed the depreciated value of the multi-use trail at the time of relocation and assuming a useful life of twenty-five years. If the relocation occurs in the second five years of this Agreement, Grantor shall pay half the actual cost of relocation, not to exceed the depreciated value of the multi-use trail at the time of relocation. After ten years from the date of this Agreement, Grantor shall have no obligation to pay for the cost of relocation unless mutually agreed otherwise.

8. Consideration: The consideration for this easement are the benefits the multi-use trail provides to Grantor, including: providing an alternative walking/biking route to farm properties used daily by students, faculty, and staff; bringing attention to activities occurring at the farms; and providing educational opportunities along the alignment through proposed informational signage. Said informational signage desired by Grantor to be placed in Easement Area shall be approved by Grantee, which consent shall not unreasonably be withheld. Costs for said signage will be paid by Grantor. No cost of the facilities to be constructed within this Easement Area shall be assessed or charged to the Grantor.
9. Duration: This easement is granted, and all rights hereunder shall endure, for a period of twenty years so long as the Grantee continues to use the Easement Area for a multi-use trail in accordance with this Agreement. Grantor and Grantee may mutually agree in writing to renew this Agreement. Upon expiration of the easement term or discontinuation of Grantee's use of the Easement Area for a multi-use trail in accordance with this Agreement: (i) all rights granted to Grantee shall terminate and revert to Grantor and (ii) Grantee shall remove the multi-use trail and restore the Easement Area to pre-easement conditions at no expense to Grantor unless otherwise agreed by Grantor and Grantee.
10. Assignment Prohibited: The grant of this easement is to Grantee only and cannot be assigned in whole or part to any other party without written consent of Grantor.

Signature page follows on next page

INDEX LEGEND

LOCATION : SW 1/4
SEC 21-T83N-R24W

REQUESTOR : STORY COUNTY, IOWA
PROPRIETOR : STATE OF IOWA
SURVEYOR : MURRAY B. BERTING
SURVEY : SHIVE-HATTERY
COMPANY : 4125 Westown Pkwy, Suite 100, West Des Moines, Iowa 50266
RETURN TO : -

LEGEND:

SECTION LINE 

EXISTING ROW LINE 

EASEMENT LINE 

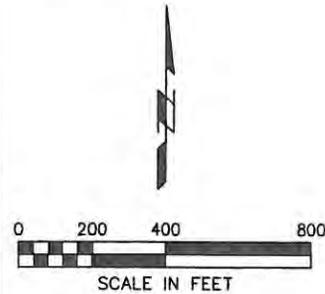
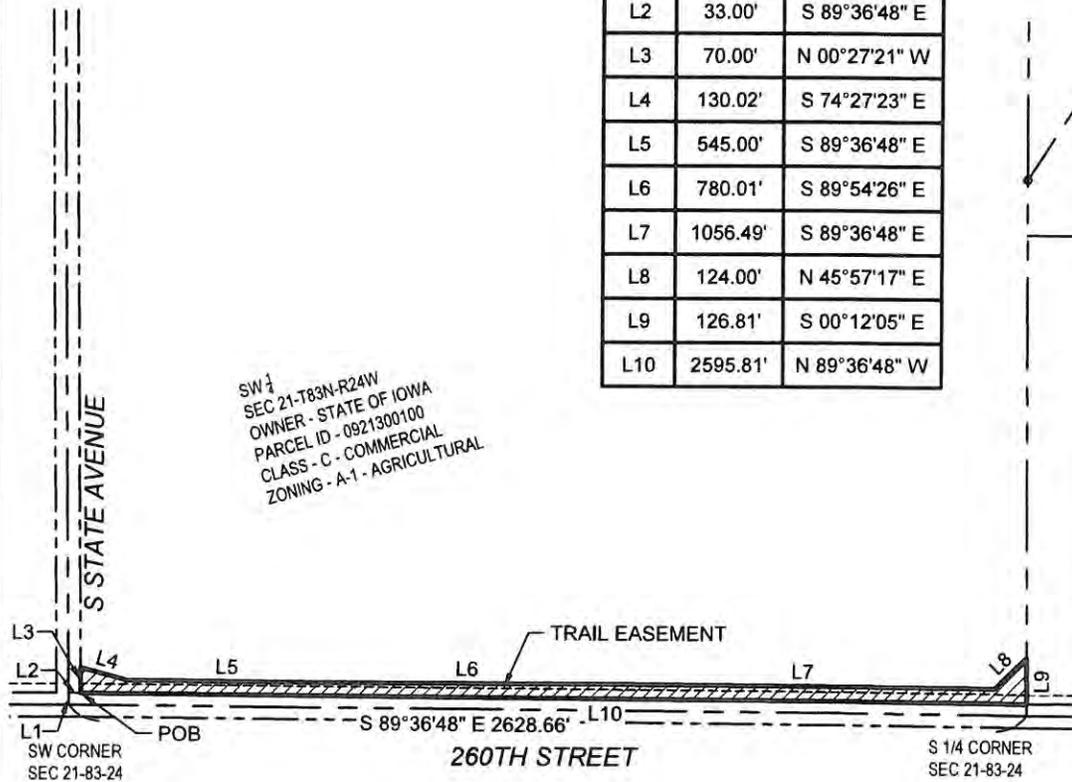
LOT LINES 

EASEMENT AREA 

POINT-OF-BEGINNING  POB

THIS SPACE RESERVED FOR RECORDER'S USE

| LINE TABLE | | |
|------------|----------|---------------|
| LINE | LENGTH | DIRECTION |
| L1 | 33.00' | N 00°27'21" W |
| L2 | 33.00' | S 89°36'48" E |
| L3 | 70.00' | N 00°27'21" W |
| L4 | 130.02' | S 74°27'23" E |
| L5 | 545.00' | S 89°36'48" E |
| L6 | 780.01' | S 89°54'26" E |
| L7 | 1056.49' | S 89°36'48" E |
| L8 | 124.00' | N 45°57'17" E |
| L9 | 126.81' | S 00°12'05" E |
| L10 | 2595.81' | N 89°36'48" W |



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____ DATE: _____

NAME: **MURRAY B. BERTING**

LICENSE NUMBER: 13148

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2020

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: EX03A, EX03B

SHIVE-HATTERY
ARCHITECTURE + ENGINEERING
4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.223.8104 | www.shive-hattery.com
Iowa | Illinois | Indiana

| EASEMENT PLAT | | | PROJECT NO. |
|--|------------|------------|-------------|
| STORY COUNTY TRAIL STORY COUNTY, IOWA | | | 416259-0 |
| DATE | 07/23/2019 | SCALE | SHEET NO. |
| DRAWN | CWH | FIELD BOOK | - |
| APPROVED | MBB | REVISION | - |

EX03A

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| INDEX LEGEND | |
|--------------|---|
| LOCATION | : SW 1/4 SEC 21-T83N-R24W |
| REQUESTOR | : STORY COUNTY, IOWA |
| PROPRIETOR | : STATE OF IOWA |
| SURVEYOR | : MURRAY B. BERTING |
| SURVEY | : SHIVE-HATTERY |
| COMPANY | : 4125 Westown Pkwy, Suite 100, West Des Moines, Iowa 50266 |
| RETURN TO | : - |

THIS SPACE RESERVED FOR RECORDER'S USE

TRAIL EASEMENT PLAT

OF TRAIL EASEMENT BEING
CONVEYED TO STORY COUNTY

A TRAIL EASEMENT IN SW 1/4 SEC 21-T83N-R24W, STORY
COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING FOR THIS EASEMENT BEING THE SOUTH LINE
OF THE SW 1/4 SEC 21-T83N-R24W MEASURING 2628.66 FEET
WITH A BEARING OF S 89°36'48" E;

COMMENCING AT THE SW CORNER OF SEC 21-T83N-R24W;
THENCE ALONG THE WEST LINE OF SAID SW 1/4, N00°27'21" W, A
DISTANCE OF 33.00 FEET;
THENCE S 89°36'48" E, A DISTANCE OF 33.00 FEET TO THE
POINT-OF-BEGINNING;
THENCE N 00°27'21" W, A DISTANCE OF 70.00 FEET;
THENCE S 74°27'23" E, A DISTANCE OF 130.02 FEET;
THENCE S 89°36'48" E, A DISTANCE OF 545.00 FEET;
THENCE S 89°54'26" E, A DISTANCE OF 780.01 FEET;
THENCE S 89°36'48" E, A DISTANCE OF 1056.49 FEET;
THENCE N 45°57'17" E, A DISTANCE OF 124.00 FEET;
THENCE S 00°12'05" E, A DISTANCE OF 126.81 FEET;
THENCE N 89°36'48" W, A DISTANCE OF 2595.81 FEET TO THE
POINT-OF-BEGINNING.

CONTAINING 105,599 SQUARE FEET (2.424 ACRES) MORE OR
LESS.

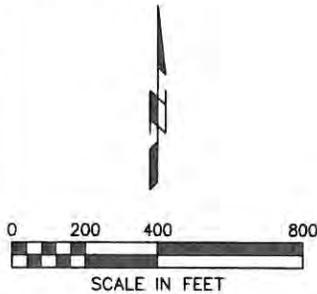
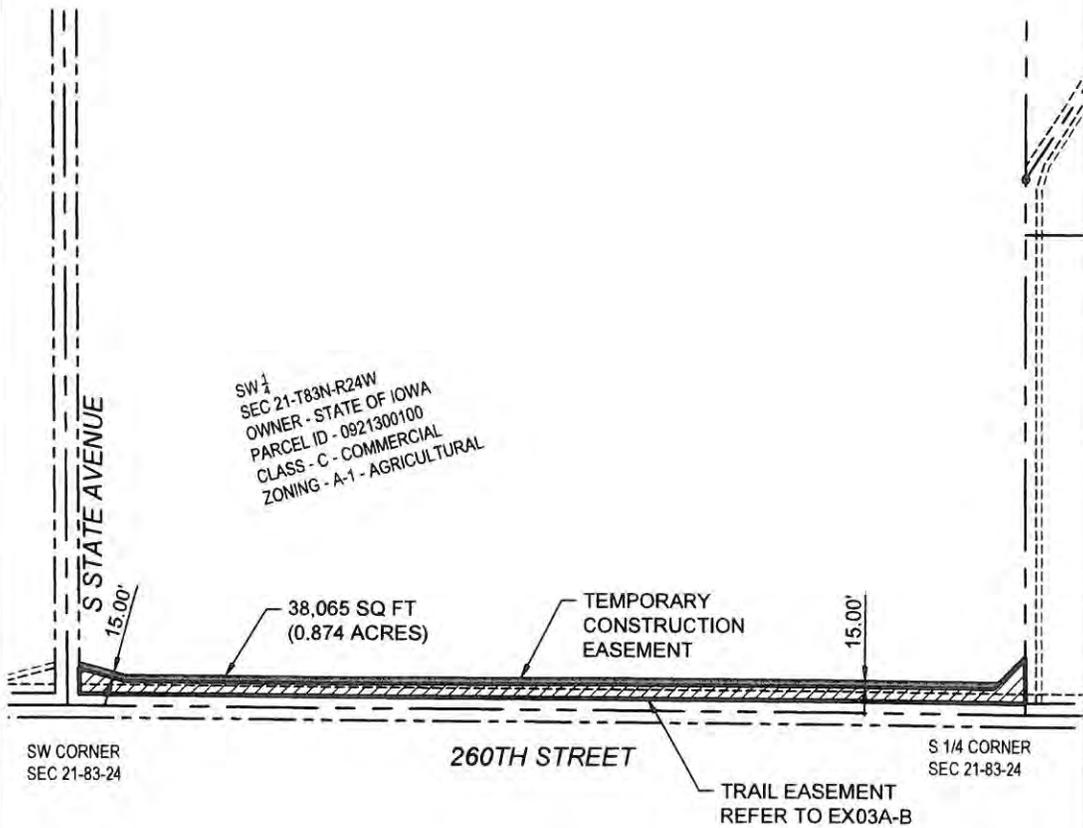
File Path: P:\Projects\DM\41625800\Deliverables\Drawings\1_Civil\SP\Easements\EX03B.dwg

SHIVE-HATTERY
ARCHITECTURE + ENGINEERING
4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.223.8104 | www.shive-hattery.com
Iowa | Illinois | Indiana

| EASEMENT PLAT | | | PROJECT NO. |
|--|------------|------------|--------------|
| STORY COUNTY TRAIL STORY COUNTY, IOWA | | | 416259-0 |
| DATE | 07/23/2019 | SCALE | - |
| DRAWN | CWH | FIELD BOOK | - |
| APPROVED | MBB | REVISION | - |
| | | | SHEET NO. |
| | | | EX03B |

LEGEND:

| | |
|--------------------------------------|---|
| SECTION LINE |  |
| EXISTING ROW LINE |  |
| EASEMENT LINE |  |
| LOT LINES |  |
| TRAIL EASEMENT AREA |  |
| TEMPORARY CONSTRUCTION EASEMENT AREA |  |



File Path: P:\Projects\DM416250\Drawings\Drawings1_Civil\BP3\Easements\T_EX03.dwg

SHIVE-HATTERY
ARCHITECTURE + ENGINEERING
4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.223.8104 | www.shive-hattery.com
Iowa | Illinois | Indiana

| TEMPORARY CONSTRUCTION EASEMENT | | |
|--|------------|------------|
| STORY COUNTY TRAIL STORY COUNTY, IOWA | | |
| DATE | 07/23/2019 | SCALE |
| DRAWN | BTP | FIELD BOOK |
| APPROVED | - | REVISION |

PROJECT NO.
416259-0

SHEET NO.
EX03C



**STORY COUNTY
CONSERVATION**

Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515) 232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors
From: Michael Cox, Director *u*
Date: August 20, 2019
Re: Consideration of Easement with Swanson Trust for Construction of a Berm and
Deposition of Spoils from the Hickory Grove Lake Project

The attached easement grants Story County use of a portion of private property adjacent to Hickory Grove Lake, owned by the Swanson family, for the construction of a berm and placement of spoils on the property. This easement grants the ability for Story County Conservation to offset the large amount of spoils needed to dredge the eastern portion of Hickory Grove Lake. This easement also grants permanent access for Story County to maintain the berm.

We feel this easement is in the best interest of Story County Conservation for the Hickory Grove Lake Restoration Project.

The Story County Conservation Board urges your approval.

[Signature]
Approval

8/20/19
Date

Disapproval

Date

Temporary Construction Easement Agreement

DATE:

THIS AGREEMENT is between Dale Swanson whose address is 19509 631th Ave, and its successors and assigns (collectively, "Grantor"), hereby grants, bargains, sells, and conveys to Story County, Iowa, acting through the Story County Conservation, whose address is 900 6th St., Nevada, Iowa, and its successors and assigns (collectively "Grantee"), its agents, contractors and employees. In exchange for valuable consideration as recited herein, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent dredge material deposit site easement ("Deposit Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Deposit Easement and the Temporary Construction Easement ("Access Easement"). The Deposit Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of staging, hauling, transporting, and storage of materials, vehicles and equipment to effectuate the removal of "Dredge Material" as that term is defined below. The purpose of this temporary easement is to facilitate the renovation of Hickory Grove Lake, and to allow for the placement of dredge material on the deposit easement area, which is more particularly described as follows:

Hickory Grove Spoil Site Description:

Beginning at the southwest corner of the northeast quarter of the southwest quarter of Section 19, Township 83 West, Range 21 North of the 5th P.M. Story County, Iowa thence north along the west line of said northeast quarter of the southwest quarter 290' to the point of beginning, thence continuing north along said west line 450', thence east 200', thence south 450', thence west 200' to the point of beginning.

Hickory Grove Spoil Site Access Easement Description:

A 20' wide easement extending 10' in width on either side of a centerline approximately described as follows: Beginning 40' north of the southeast corner of Parcel C as recorded on Slide 369, Page 3 in the Office of the Story County Recorder thence easterly 455', thence southerly 295', thence southeasterly 135', thence southerly 320', thence east, south, and west along the sides of the Hickory Grove Spoil Site, thence westerly along the edge of Hickory Grove Lake approximately 380'.

Exhibit "A" attached hereto is a sketch or image of all or part of the Grantor's Property showing the approximate location of the Deposit Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Deposit Easement and shall not exceed one hundred

feet in width exclusive of the Deposit Easement, and any such additional areas indicated on Exhibit A, if any.

Access: Grantee's entrance upon Grantor's Property to access the Easement Area shall be over reasonable routes designated by Grantor, more particularly described as the temporary construction easement granted to Grantee herein shall be over, upon, across and under the portion of Grantor's Property described as shown on the attached Exhibit "A" as the "Temporary Easement Area," and shall include the right of ingress and egress across Grantor's Property to and from the Temporary Easement Area, and shall specifically allow Grantee and its agents, contractors and employees the right to access and occupy the Temporary Easement Area in connection with the dredging operation.

1. All materials and equipment and facilities placed by Grantee in either the Temporary Easement Area or the Permanent Easement Area shall be owned by and remain the property of Grantor. Spoil/Dredge material placed in the Permanent Easement Area shall become property of the Grantor upon the expiration of the Temporary Easement. Grantee retains the right to maintain, at its discretion, the berm for the benefit of the lake. Grantor agrees to maintain perennial vegetation on the berm within the easement area and maintain a vegetated buffer of six feet from top of berm. In the event that the Grantee must perform maintenance on the easement area, the Grantor will provide access to the area within a reasonable amount of time.
2. Grantee shall operate in accord with the requirements of the Story County Code of Ordinances, and any applicable State or Federal laws, rules or regulations.
3. In addition to the easement and easement areas described above, Grantors grant to Grantee the right of ingress and egress over and across Grantor's Property and from the Temporary Easement Area in order to permit Grantee to perform the dredging operation. Methods and means of such work shall be subject to Grantor approval.
4. The temporary construction easement created by this Agreement shall terminate thirty (30) days after the dredging operation is complete.
5. To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless Grantor from and against any and all third party claims and demands for damages to property, and for injury or death to persons, including payments made under any workers' compensation law or under any plan for employees' disability and death benefits, and including all reasonable expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the negligent construction or maintenance activities of Grantee related to the dredging operation for which this easement is granted.
6. Grantor represents and warrants to Grantee that it owns fee simple title to Grantor's Property, including, but not limited to, the Temporary Easement Area, that Grantor's Property is not encumbered by any mortgage or other lien, and that Grantor may execute and deliver this easement, and grant the easements and other rights described herein, without obtaining the consent or approval of any other party.
7. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of the State of Iowa and all applicable federal laws.

8. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

9. This Agreement, including all exhibits, addendums and amendments thereto, contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

10. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed here from and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

GRANTEE:

STORY COUNTY, IOWA

By: 

Printed Name: Linda Murken

Title: Chair of Board of Supervisors

By: 

Printed Name: Lucy Martin

Title: Story County Auditor

STATE OF IOWA

COUNTY OF STORY

On this 20th day of August, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared LINDA MURKEN, Chair and Lucy Martin, Auditor, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of Story County, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of Story County, Iowa, and that the instrument was signed and sealed on behalf of Story County, Iowa, by authority of its

Board of Supervisors, as contained in Ordinance No. _____ passed (the Resolution adopted) by the Board of Supervisors, under Roll Call No. _____ of the Board of Supervisors on _____, 2019 and _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of Story County, Iowa, by it voluntarily executed.

Michelle L. Bellile

Notary Public

Print Name: Michelle L. Bellile



My commission expires: September 11, 2021

GRANTOR

By: Dale Swanson

Printed Name: Dale Swanson

Title: owner

STATE OF Iowa)

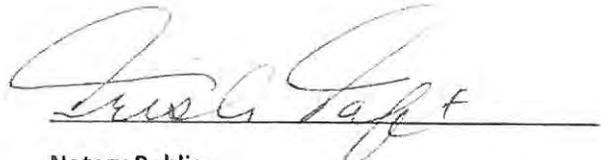
) ss.

COUNTY OF Story)

This record was acknowledged before me this 12 day of August, ~~2016~~, by Dale Swanson as Owner. 2019



STAMP


Notary Public

Printed Name: Trish Taft

My commission expires: 6-14-22

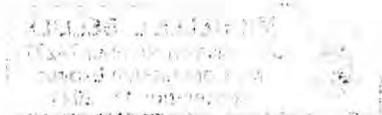
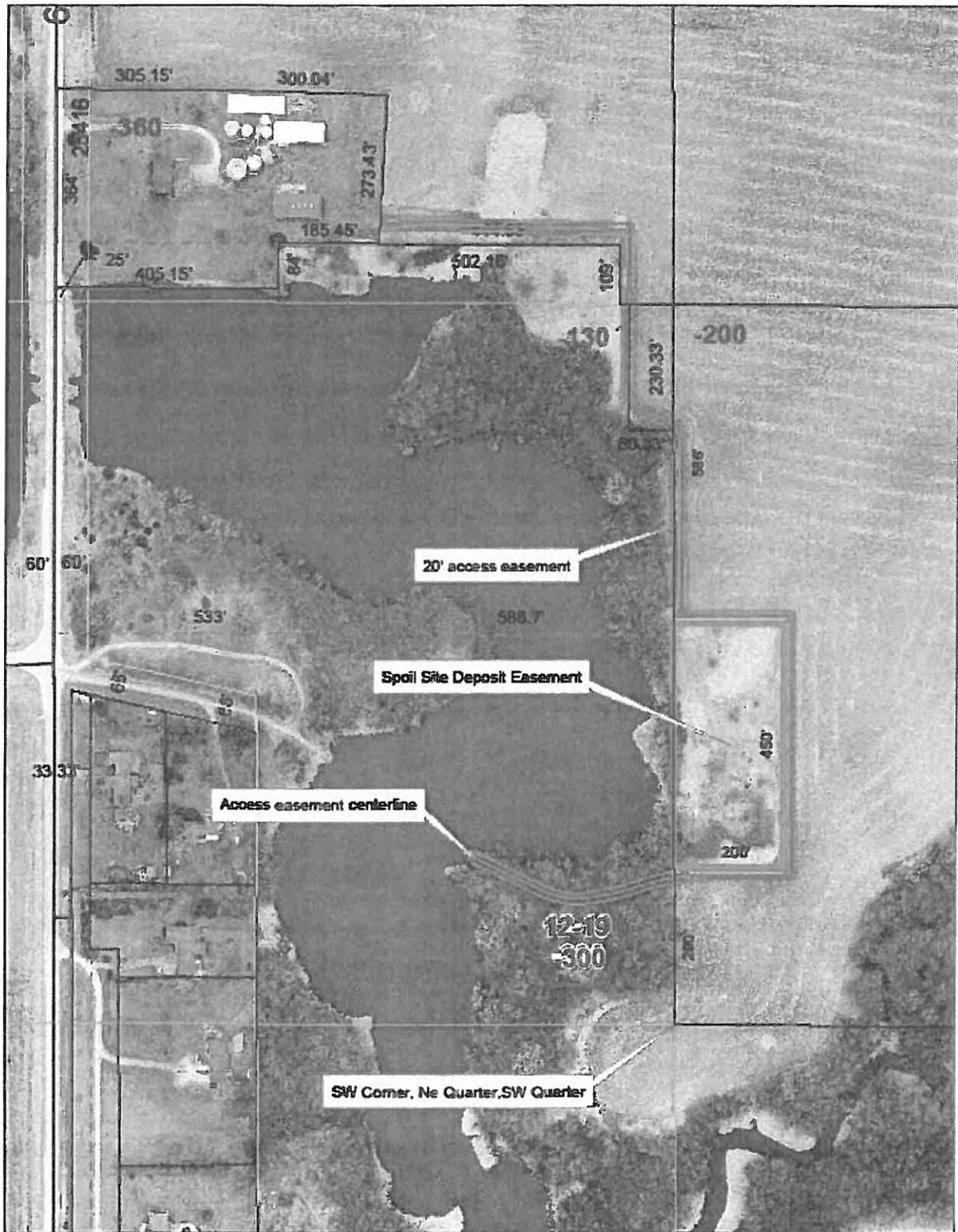


Exhibit A



**Memorandum of Understanding
Between the National Centers for Animal Health and Story County, Iowa**

This Memorandum of Understanding, hereafter referred to as MOU, is made on this 14th day of August, 2019 by and between the National Centers for Animal Health and Story County, Iowa, acting by and through the Chairman of the Board of Supervisors, an authorized agent for the county, hereafter referred to as COUNTY, and the National Centers for Animal Health, acting by and through the Board of Directors, as an authorized agent for the National Centers for Animal Health, hereafter referred to as NCAH, both of Story County, State of Iowa, witness:

In guidance of USDA Departmental Manual and due to the criticality of the missions performed at NCAH Campus, any and all documentations of or belonging to the NCAH provided to Story County Sheriff Office will be considered "Security Sensitive Information" and not distributed to any agency or person outside Story County Sheriff Office without prior consent of NCAH.

NCAH requests Story County Sheriff's Office assistance, if available, to provide law enforcement services for the NCAH campus. The NCAH campus is on Federal land and is located at 1920 Dayton Avenue, east side, Ames, Iowa.

Sheriff's Office assistance shall consist of:

1. Law enforcement services and assistance.
2. Irregular patrol by Sheriff's Office of the NCAH campus during non-duty hours; weekdays Mon- Fri, 1630 to 0700 and twenty four hours (24) on weekends.
3. Protocol for emergency and/or 911 calls as needed placed by NCAH security guards will be; if entrance to campus is required, a security guard will meet responders outside the campus and escort them to the emergency scene.

Effective date and termination of this agreement shall be as follows;

1. This agreement shall be effective immediately upon its approval by the governing body of each entity, after the signature by the representative for each body. It shall continue in full force and effect until terminated as provided herein.
2. Termination of this agreement may be made at any time by the mutual agreement of both parties or by authorized agent by furnishing written notice to the other entity of its intent to terminate this agreement.

By entering into this agreement, the parties do not intend to create any obligations other than those set out herein; nor do they intend to create a separate legal entity for the purpose of this MOU; specifically they do not intend to create a legal entity authorized by Chapter 28E of the Code of Iowa; further, this agreement shall not create any rights in any part not a signatory hereto.

Dated: _____, 2019

The County of Story County, Iowa

by 
Chairperson
Story County Board of Supervisors


Attest: Story County Auditor

Dated: 8-20, 2019

Paul H. Fitzgerald
Story County Sheriff

National Centers for Animal Health

Dated: _____, 2019

by _____
Robert A. Steffes
Physical Security Manager

**Genus Technologies, LLC**

520 Nicollet Mall
 Suite 900
 Minneapolis, MN 55403
 Tel: 612-361-8400 Fax: 612-361-8410
www.genusllc.com

Pricing Quote

| | | |
|--|--|----------------------------|
| Prepared For: | Prepared by: | Quote Date |
| Story County, Iowa 900 6th Street Nevada, Iowa 50201 Barbara Steinback, MBA - Director of Information Solutions bsteinback@storycountyowa.gov 515-382-7302 | John H. Peters Genus Technologies, LLC 520 Nicollet Mall Suite 900 Minneapolis, MN 55403 johnp@genusllc.com Phone: 612-361-8425 Fax: 612-361-8410 | 08/15/19 |
| | | Pricing Valid Thru: |
| | | 09/30/19 |
| | | Terms |
| | | Net 30 Days |

| Line # | Quantity | Part # | Description | Cost Each | Total |
|--------|----------|---------|---|--------------------------|-----------------|
| 1 | 5 | E08LGLL | IBM CONTENT MANAGER ONDEMAND FOR I AUTHORIZED USER SW SUBSCRIPTION & SUPPORT FOR 6 MONTHS | \$58.65 | \$293.25 |
| | | | Contact Dates 10/01/19-03/31/20 | | |
| | | | | Software Subtotal | \$293.25 |

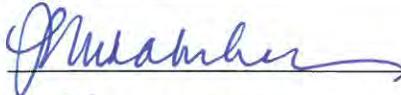
| | |
|---------------|--|
| Notes: | Current contract ends 9/30/19. This extends anniversary date to 3/31/20. |
| | |

| | | |
|---|--------------------------------|-----------------|
| <i>Thank you for the opportunity to submit this price quote. To place your order, or if you have any questions, please contact your Genus representative at (612) 361-8400. Genus honors manufacturer's warranties for hardware and software. Technical support of hardware and software is with the manufacturer; additional support options are available from Genus. Applicable taxes, freight, and insurance are not included in this pricing and are an extra cost which may vary by shipping method, destination, and other factors. Returned merchandise may be subject to a 15% restocking fee.</i> | Subtotal | \$293.25 |
| | Sales Tax | N/A |
| | Shipping & Handling | \$0.00 |
| | Total | \$293.25 |
| | John H. Peters | 08/15/19 |
| Authorized By | Date | |

Please sign below to indicate acceptance of this quote:

Company Story County, Iowa

PO# _____

Name 

Date _____

Title Chair, BOS

Signature _____

STORY COUNTY UTILITY PERMIT

Date 8/12/19

To the Board of Supervisors, Story County, Iowa:

The Colo Telephone Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 303 Main St Colo IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of fiber optic cable on secondary route 700th St, from Corner of 590th east to 59729 700th St, a distance of .69 miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 8-9-19

Colo Telephone Company
Name of Company (Applicant - Permittee)

Shane Bellon 641-377-2202
by Phone no.

Recommended for Approval:

Date 8-12-19

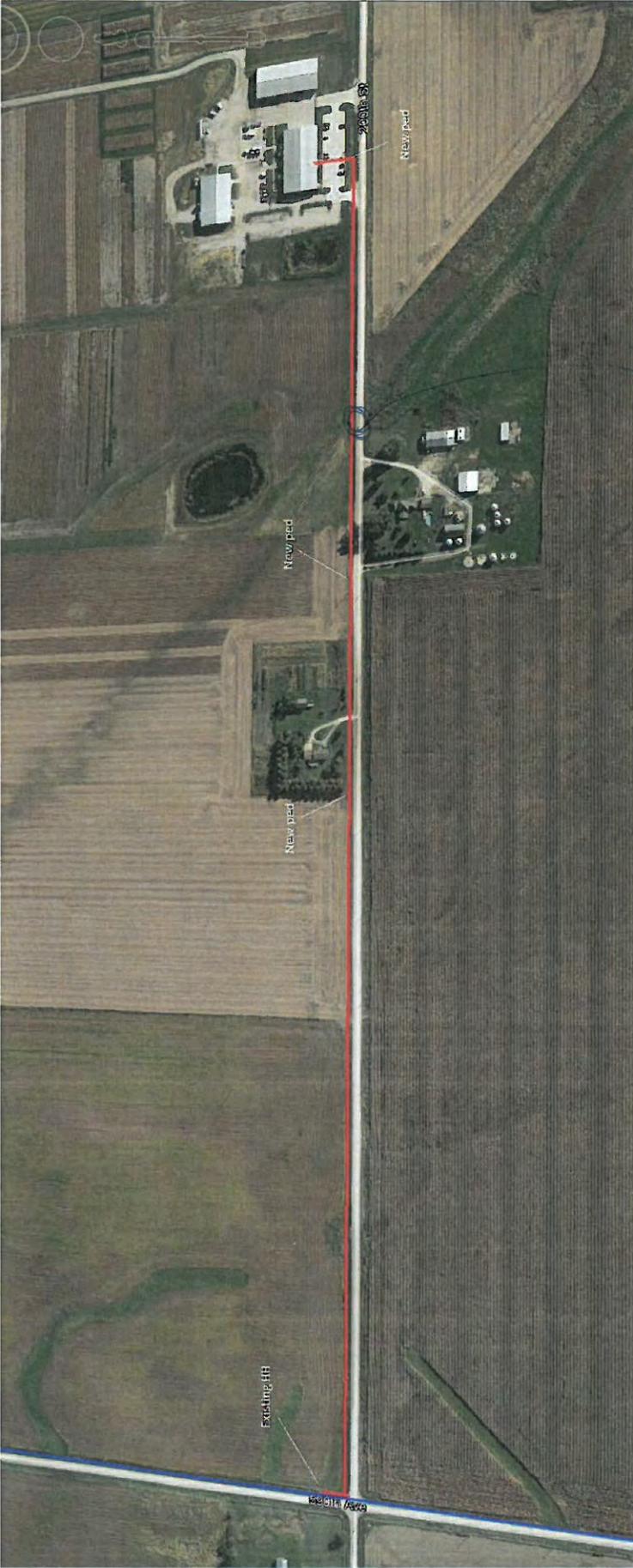
James Moran 515-382-7355
County Engineer Phone no.

Approved:

Date 8/20/19

Mrs. Anderson
Chair, Board of Supervisors
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.



36" DRAIN TILE

1-09

Permit Number 20-4354

STORY COUNTY UTILITY PERMIT

Date 8/15/19

To the Board of Supervisors, Story County, Iowa:

The Midland Power Cooperative Company, incorporated under the laws of Iowa, with its principal place of business at 1005 E. Lincoln way Jefferson does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Primary Single Phase secondary route W 190th ST, from 1120' west of 190th st and George Washington Causeway, a distance of 1/2 miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 8/13/19

Midland Power Cooperative
Name of Company (Applicant - Permittee)

Todd Leemke 515-320-5269
by Phone no.

Recommended for Approval:

Date 8-14-19

Dan M... 515-382-7355
County Engineer Phone no.

Approved:

Date 8/20/19

Mud...
Chair, Board of Supervisors
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.

Name: Bobby Martens
 Location #: 3130-906-5520
 Address: 1907th St
 Phone #: 515-520-7140

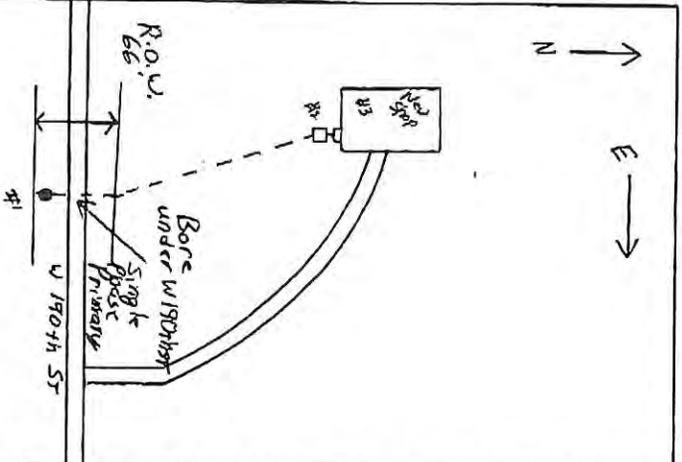
31 Sub
3 Feeder
A Phase
 Line Sec.

County: Story
 Township: Franklin
 School Dist:

| WORK ORDER CODE | |
|--------------------|-------------------------------------|
| New Construction | <input checked="" type="checkbox"/> |
| System Improvement | |
| Replacement | |
| Refile No. Replace | |

WORK ORDER NO. 13104
 7400# 101
 Staked By TR Date 7-22-19
 Sheet No. 1 of 1
 Compiled By _____ Date _____

SKETCH OF WORK Map Reference 55 Twp. 84 R. 24 Sec. 20 Wire 1 Size 1/0 Kind SCW-220



| Pole No. | Pole Ht. C | Pri. Unit | Line Angle | Trans. 'G' | Ground 'M2' | Obm No. | Unit '4' | 310 | Lead | ANCHOR | | SECONDARY | | Misc. & Remarks | Unit | No. | |
|----------|------------|-----------|------------|------------|-------------|---------|----------|-----|------|------------|------|------------|------------|-----------------|------|--------|------|
| | | | | | | | | | | No. J or K | Unit | (Back) Spn | Size Meter | | | CONST. | RET. |
| #1 | 117.0 | 1.51 | | | 1.1 | | | | | | | | | H1.1 | 1 | | |
| | 1481 | 1.6-32 | | | | | | | | | | | | U81 | 1 | | |
| #2 | 220' | 1.5 | | | | | | | | | | | | UM6-12 | 1 | | |
| | 1.6-34 | 3.402 | | | | | | | | | | | | UM1-5 | 1 | | |
| | | | | | | | | | | | | | | UM6-1 | 1 | | |
| | | | | | | | | | | | | | | UM6-34 | 1 | | |
| | | | | | | | | | | | | | | UJ2 | 3 | | |
| | | | | | | | | | | | | | | U67 | 1 | | |
| | | | | | | | | | | | | | | UM481 | 1 | | |
| #3 | 15' | 1.4m8 | | | | | | | | | | | | UM8 | 1 | | |

Const. Complt _____
 Return. Complt _____
 Material Ticket Complt _____
 500 BH 9-00

| JOB BRIEFING | |
|--------------------------|-------|
| Nominal Voltage | _____ |
| Fault Current Available | _____ |
| Hazardous Induced Volt | _____ |
| Presence Practice Grds | _____ |
| Equipment Grounds | _____ |
| Pole Condition | _____ |
| Environmental Condition | _____ |
| Loe of Line Practice Dye | _____ |
| Other Utilities in Area | _____ |
| Personal Practice Equip | _____ |
| Job Procedure | _____ |
| Individual Job Duties | _____ |
| Other Hazards | _____ |

| CONSTRUCTION | | | |
|--------------|-----------|-----------|---------------|
| Conductor | Pri. Sec. | O.H. U/RD | Pole Line Ft. |
| 1/0 | X | X | 220' |
| SCW-220 | X | X | 15' |
| 4/0 | X | X | 1 |
| 4/0 | X | X | 50' |
| TOTALS | X | X | X |

| RETIREMENT | | | |
|------------|-----------|-----------|---------------|
| Conductor | Pri. Sec. | O.H. U/RD | Pole Line Ft. |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTALS | X | X | X |

STORY COUNTY UTILITY PERMIT

Date 8/15/19

To the Board of Supervisors, Story County, Iowa:

The Alliant Energy IP&L Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 1284 XE Place Ames, IA 50014, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electrical on secondary route State Ave, from Meadow Glen Rd to Zumwalt Station Rd, a distance of 1.35 miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:

Placing 3 phase 1 AL 25kv underground conductor in 4" duct along the the west side of State Ave approximately 350' south of Meadow Glen Rd before crossing over to the east side for the remainder of the project. Conductor will be buried via directional drilling. The project will also include placing 2" duct along the same route as the conductor for ISU fiber to be placed in. Equipment placed with the conductor will include 1 and 3 phase pad mounted transformers and fused junction boxes.

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.

3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.

4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.

5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.

6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.

7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 06-18-2019

Alliant Energy IP&L - Troy Foreman
Name of Company (Applicant - Permittee)

by  515-268-3421
Phone no.

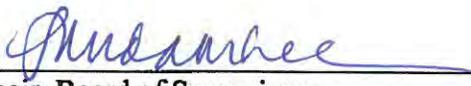
Recommended for Approval:

Date 8-14-19

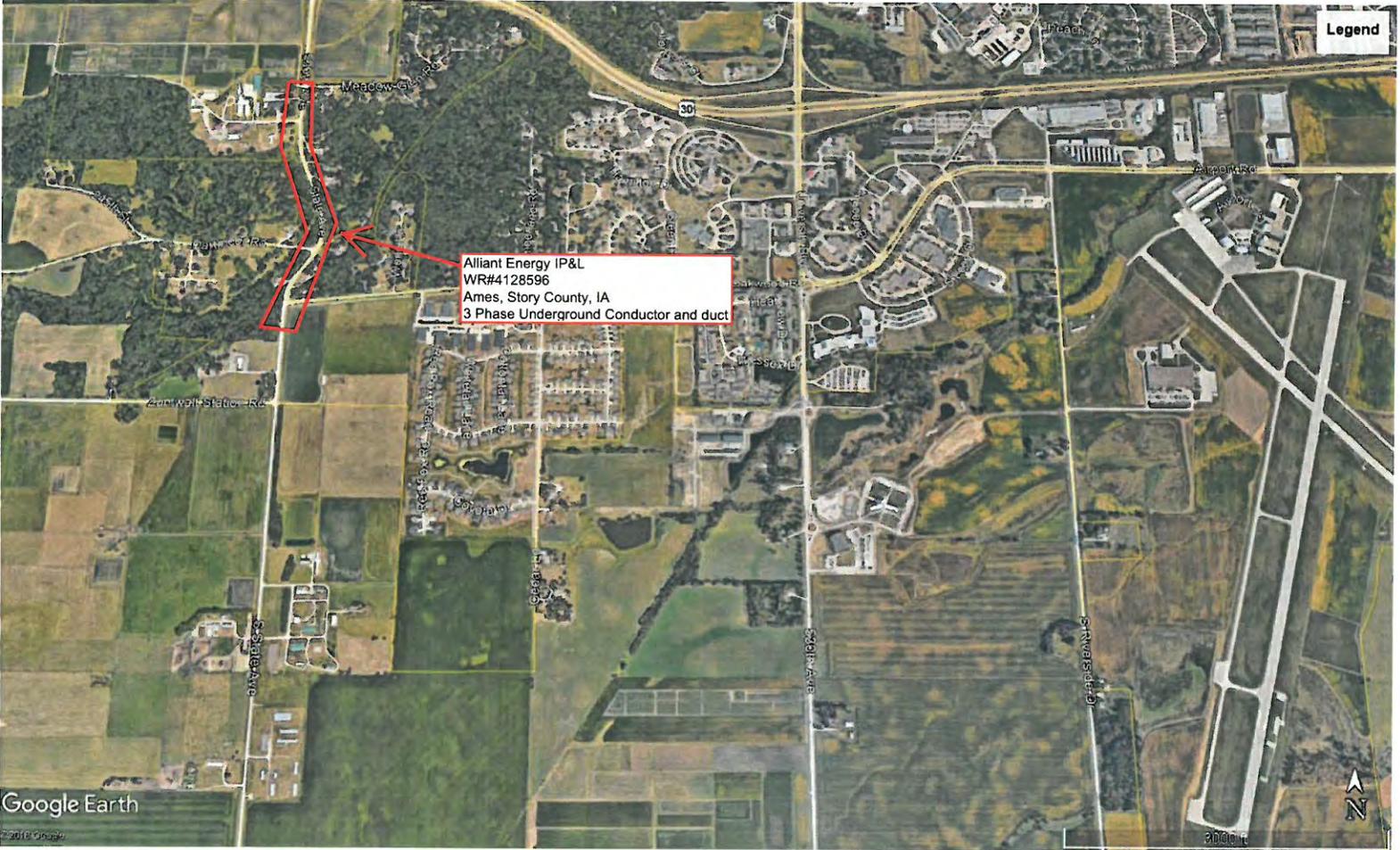
 515-382-7355
County Engineer Phone no.

Approved:

Date 8/20/19


Chair, Board of Supervisors
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.



Legend

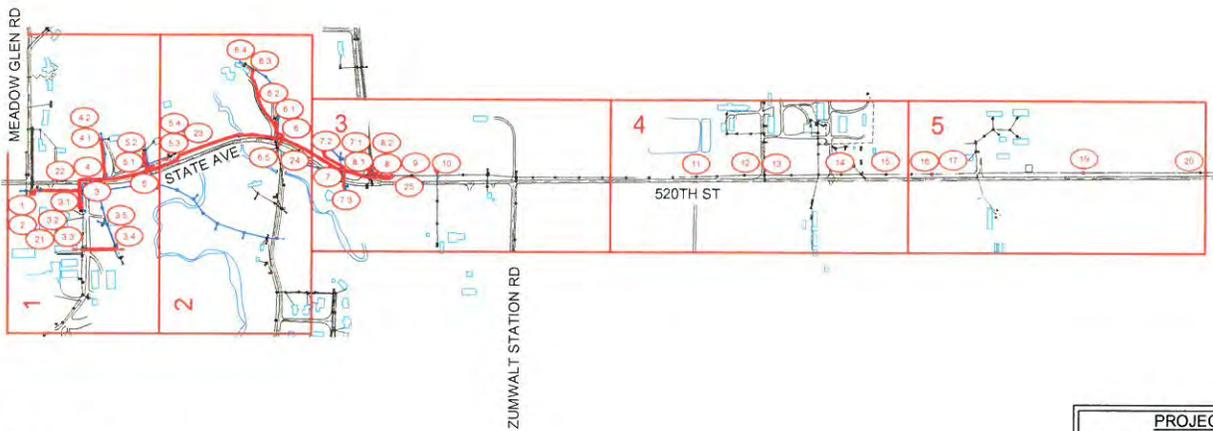
Alliant Energy IP&L
WR#4128596
Ames, Story County, IA
3 Phase Underground Conductor and duct

Google Earth

© 2018 Google

2018

UTILITIES SHOWN ON THIS PLAN ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND DEPTHS OF ALL UTILITIES FROM FIELD VERIFICATION AND CONTACT WITH UTILITY OWNERS. CONTRACTOR IS TO FOLLOW NESC CODE AND ALLIANT ENERGY IPL CONSTRUCTION STANDARDS AT ALL TIMES. GUYING, ANCHORING, POLE LOCATION AND CONDUCTOR ARE SHOWN TO REFLECT GENERAL REAL WORLD LOCATIONS AND DIRECTION, AND SHOULD NOT BE INTERPRETED AS EXACT. SOME INTENDED STRUCTURE LOCATIONS AND DIRECTIONS ARE MANIPULATED FOR DRAWING NEATNESS AND CLARITY. FIELD VERIFICATION IS REQUIRED PRIOR TO CONSTRUCTION. RIGHT OF WAY AND PARCELS ARE DEPICTED IN ACCORDANCE WITH AVAILABLE COUNTY GIS DATA.



VICINITY MAP



PROJECT LOCATION



PROJECT CONTACTS

ALLIANT ENERGY ENGINEER: JOE LOONAN, Jr.
 (515) 268-5435 (OFFICE)
 (515)-450-8600 (CELL)

CONTRACT DESIGNER: DYLAN VASSAR
 (920) 382-2495 (CELL)

IOWA ONE CALL:
 (800)-292-8989 OR 811

PERMITS REQUIRED:
 CITY OF AMES &
 STORY COUNTY



ALLIANT ENERGY HAS DIRECTED THAT ENGINEERING RISING TO THE LEVEL OF PROFESSIONAL ENGINEERING IS NOT REQUIRED OR INTENDED FOR THIS PLAN. A MI-TECH ENGINEER DOES NOT REVIEW THE PLAN SET, INCLUDING ALL CALCULATIONS OR ANALYSIS, FOR THE INTENT OF PROVIDING PROFESSIONAL ENGINEERING SERVICES. ALL PROFESSIONAL ENGINEERING OR DESIGN ISSUES OR QUESTIONS SHALL BE DIRECTED TO ALLIANT ENERGY. MI-TECH WILL USE INDUSTRY STANDARDS FOR REVIEWS AND COMPLETION OF THE SCOPE OF SERVICES FOR ALLIANT ENERGY.



| LINETYPES | |
|----------------------------|------------|
| EXISTING SECONDARY SERVICE | EASEMENT |
| NEW SECONDARY | GAS |
| NEW LINE US | WATER |
| EXISTING LINE US | ELECTRICAL |
| EXISTING LINE OH | STORM |
| NEW 3PH LINE OH | SANITARY |
| NEW 1PH LINE OH | CABLE TV |
| SPURCE NEW WITH EXISTING | TELEPHONE |

| | |
|---------------------------------------|----------------------------|
| TRANSFORMER 3PH PAD MOUNTED NEW | TRANSMISSION POLE NEW |
| TRANSFORMER 3PH PAD MOUNTED EXISTING | TRANSMISSION POLE EXISTING |
| TRANSFORMER 3PH PAD MOUNTED EXISTING | POLE EXISTING |
| TRANSFORMER 3PH PAD MOUNTED EXISTING | ANCHOR NEW |
| TRANSFORMER 3PH POLE MOUNTED EXISTING | ANCHOR EXISTING |
| TRANSFORMER 3PH POLE MOUNTED EXISTING | FUSE NEW |
| TRANSFORMER 3PH POLE MOUNTED EXISTING | FUSE EXISTING |
| TRANSFORMER 3PH POLE MOUNTED EXISTING | GROUND NEW |
| TRANSFORMER 3PH POLE MOUNTED EXISTING | GROUND EXISTING |

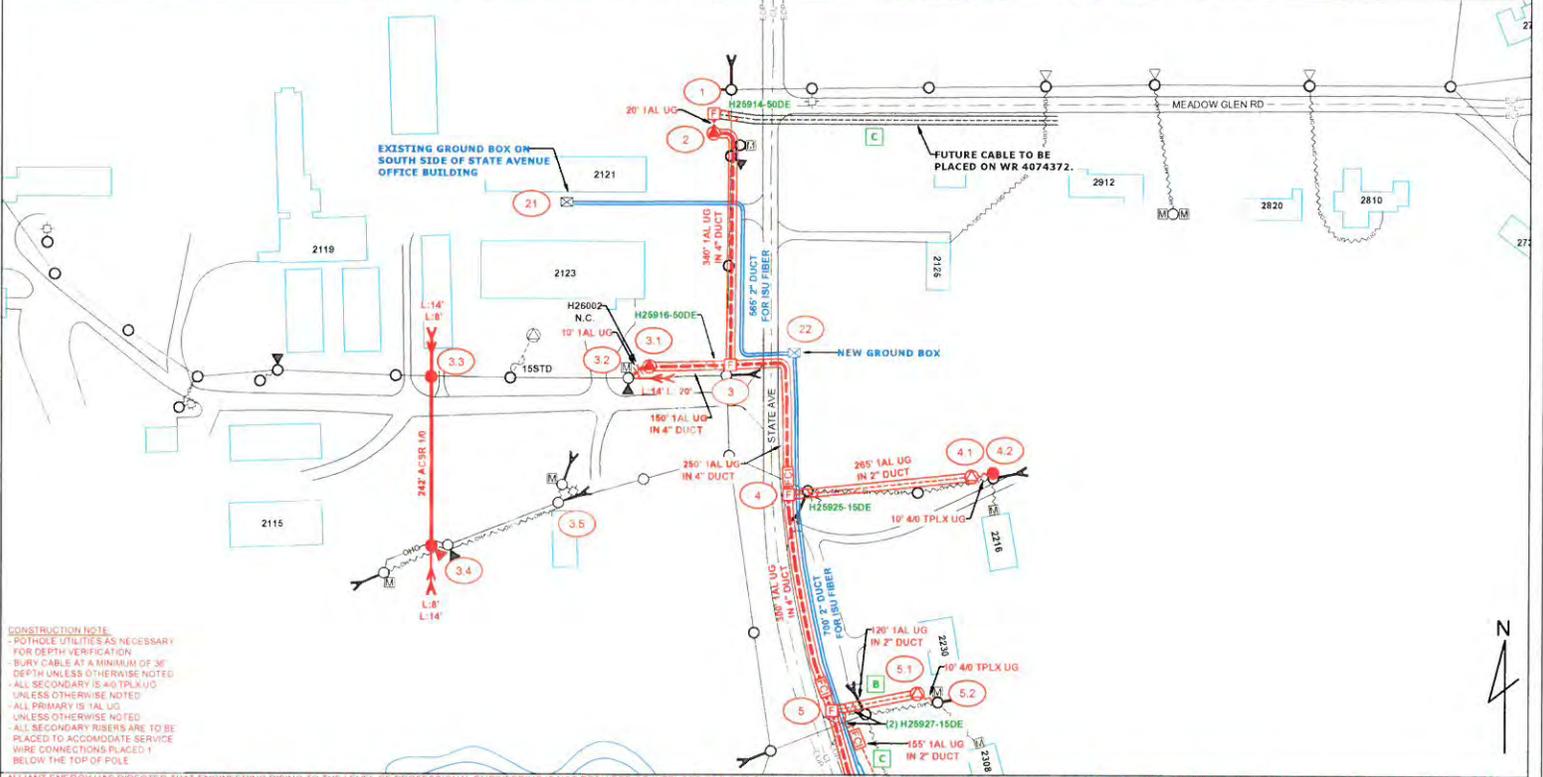
| SYMBOL LEGEND | |
|----------------|--------------------|
| NEW POLE | NEW POLE |
| POWER FED NEW | POWER FED EXISTING |
| WARNING MARKER | METER |
| PHASING | STREET LIGHT |
| COMB PEDESTAL | COMB PEDESTAL |



| ALLIANT ENERGY WORK REQUEST # | | LOCATION: |
|-------------------------------|------------------|-----------|
| 4128596 | | AMES, IA |
| FILED BY: D.V. | DATE: 10/26/2018 | |
| DRAFTED BY: R.L. | DATE: 6/11/2019 | |
| DESIGNED BY: D.V. | DATE: 12/1/2018 | |
| IOWA PE: D.N. | APPROVAL DATE: | |



UTILITIES SHOWN ON THIS PLAN ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND DEPTHS OF ALL UTILITIES FROM FIELD VERIFICATION AND CONTACT WITH UTILITY OWNERS. CONTRACTOR IS TO FOLLOW NESC CODE AND ALLIANT ENERGY IPI CONSTRUCTION STANDARDS AT ALL TIMES. GUYING, ANCHORING, POLE LOCATION AND CONDUCTOR ARE SHOWN TO REFLECT GENERAL REAL WORLD LOCATIONS AND DIRECTION, AND SHOULD NOT BE INTERPRETED AS EXACT. SOME INTENDED STRUCTURE LOCATIONS AND DIRECTIONS ARE MANIPULATED FOR DRAWING NEATNESS AND CLARITY. FIELD VERIFICATION IS REQUIRED PRIOR TO CONSTRUCTION. RIGHT OF WAY AND PARCELS ARE DEPICTED IN ACCORDANCE WITH AVAILABLE COUNTY GIS DATA.



CONSTRUCTION NOTE
 - PO THOLE UTILITIES AS NECESSARY FOR DEPTH VERIFICATION
 - BURY CABLE AT A MINIMUM OF 36" DEPTH UNLESS OTHERWISE NOTED
 - ALL SECONDARY IS 40 TPLX U/G UNLESS OTHERWISE NOTED
 - ALL PRIMARY IS 1" U/G UNLESS OTHERWISE NOTED
 - ALL SECONDARY RISERS ARE TO BE PLACED TO ACCOMMODATE SERVICE WIRE CONNECTIONS PLACED 1' BELOW THE TOP OF POLE

ALLIANT ENERGY HAS DIRECTED THAT ENGINEERING RISING TO THE LEVEL OF PROFESSIONAL ENGINEERING IS NOT REQUIRED OR INTENDED FOR THIS PLAN. A MI-TECH ENGINEER DOES NOT REVIEW THE PLAN SET, INCLUDING ALL CALCULATIONS OR ANALYSIS, FOR THE INTENT OF PROVIDING PROFESSIONAL ENGINEERING SERVICES. ALL PROFESSIONAL ENGINEERING OR DESIGN ISSUES OR QUESTIONS SHALL BE DIRECTED TO ALLIANT ENERGY. MI-TECH WILL USE INDUSTRY STANDARDS FOR REVIEWS AND COMPLETION OF THE SCOPE OF SERVICES FOR ALLIANT ENERGY.



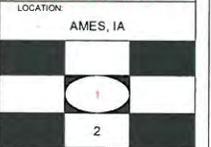
| LINETYPES | |
|----------------------------|------------|
| EXISTING SECONDARY SERVICE | EASEMENT |
| NEW SECONDARY | GAS |
| NEW LINE U/G | WATER |
| EXISTING LINE U/G | ELECTRICAL |
| EXISTING LINE OH | STORM |
| NEW 3PH LINE OH | SANITARY |
| NEW 1PH LINE OH | CABLE TV |
| SPLICE NEW WITH EXISTING | TELEPHONE |

| | |
|---------------------------------------|----------------------------|
| TRANSFORMER 3PH PAD MOUNTED NEW | TRANSMISSION POLE NEW |
| TRANSFORMER 3PH PAD MOUNTED EXISTING | TRANSMISSION POLE EXISTING |
| TRANSFORMER 3PH PAD MOUNTED EXISTING | POLE EXISTING |
| TRANSFORMER 3PH POLE MOUNTED NEW | ANCHOR NEW |
| TRANSFORMER 3PH POLE MOUNTED EXISTING | ANCHOR EXISTING |
| TRANSFORMER 3PH POLE MOUNTED EXISTING | FUSE NEW |
| TRANSFORMER 3PH POLE MOUNTED EXISTING | FUSE EXISTING |
| TRANSFORMER 3PH POLE MOUNTED EXISTING | FUSE NEW |
| TRANSFORMER 3PH POLE MOUNTED EXISTING | GROUND NEW |
| TRANSFORMER 3PH POLE MOUNTED EXISTING | GROUND EXISTING |

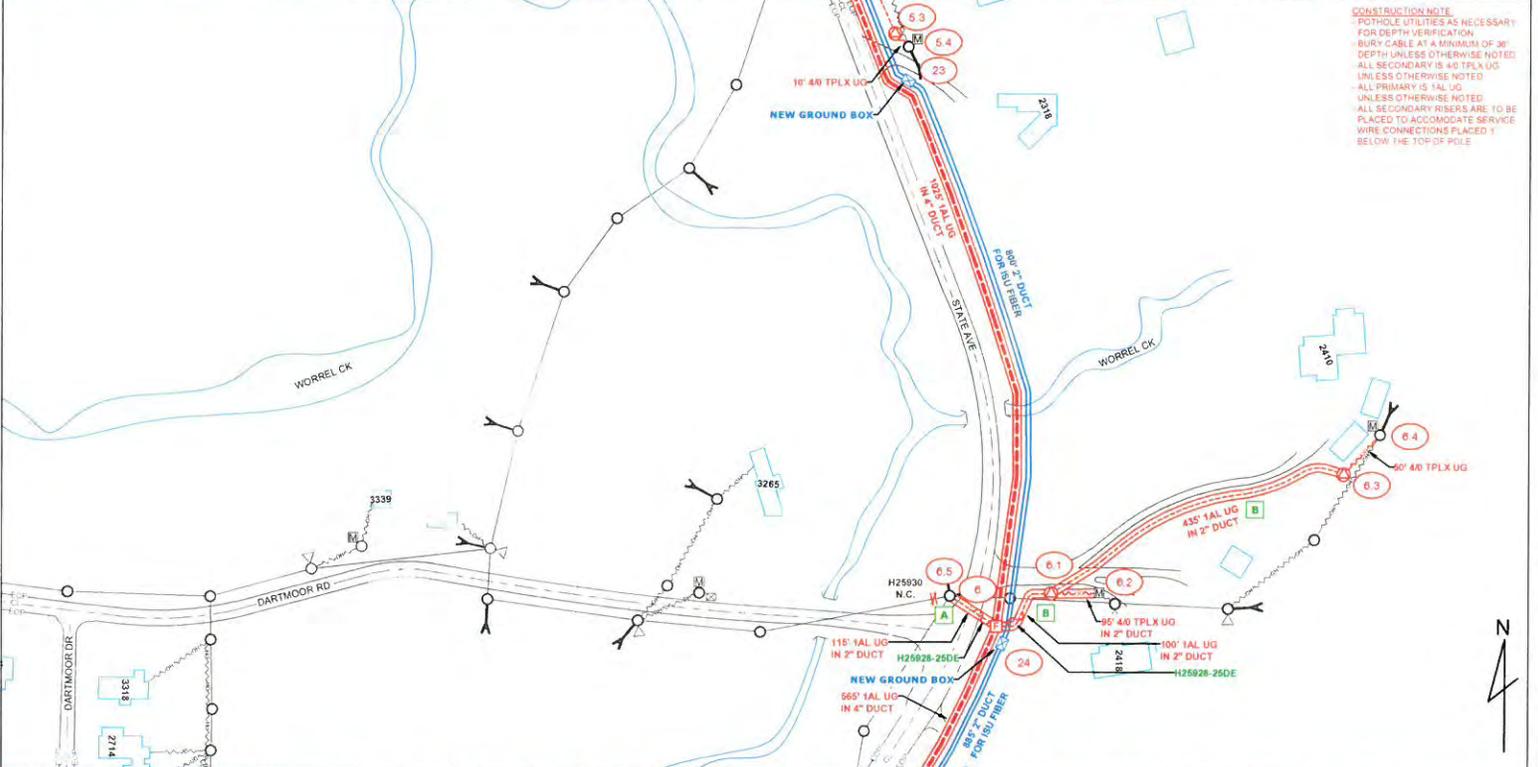
| SYMBOL LEGEND | |
|----------------------|--------------------|
| CAPACITOR NEW | NEW POLE |
| CAPACITOR EXISTING | POWER FED NEW |
| SWITCH N.O. NEW | POWER FED EXISTING |
| SWITCH N.O. EXISTING | WARNING MARKER |
| SWITCH N.C. NEW | METER |
| SWITCH N.C. EXISTING | PHASING |
| GROUND NEW | SIGNS |
| GROUND EXISTING | STREET LIGHT |
| GROUND EXISTING | COMM PEDESTAL |



| | | | |
|-------------------------------|---------|---------------|------------|
| ALLIANT ENERGY WORK REQUEST # | 4128596 | LOCATION | AMES, IA |
| FIELD BY | D.V. | DATE | 10/26/2018 |
| DRAFTED BY | R.L. | DATE | 01/12/2019 |
| DESIGNED BY | D.V. | DATE | 12/1/2018 |
| IOWA PE | D.N. | APPROVAL DATE | |



UTILITIES SHOWN ON THIS PLAN ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND DEPTHS OF ALL UTILITIES FROM FIELD VERIFICATION AND CONTACT WITH UTILITY OWNERS. CONTRACTOR IS TO FOLLOW NESC CODE AND ALLIANT ENERGY IFL CONSTRUCTION STANDARDS AT ALL TIMES. GUYING, ANCHORING, POLE LOCATION AND CONDUCTOR ARE SHOWN TO REFLECT GENERAL REAL WORLD LOCATIONS AND DIRECTION, AND SHOULD NOT BE INTERPRETED AS EXACT. SOME INTENDED STRUCTURE LOCATIONS AND DIRECTIONS ARE MANIPULATED FOR DRAWING NEATNESS AND CLARITY. FIELD VERIFICATION IS REQUIRED PRIOR TO CONSTRUCTION. RIGHT OF WAY AND PARCELS ARE DEPICTED IN ACCORDANCE WITH AVAILABLE COUNTY GIS DATA.



CONSTRUCTION NOTE
 - POT HOLE UTILITIES AS NECESSARY FOR DEPTH VERIFICATION
 - BURY CABLE AT A MINIMUM OF 36\"/>

ALLIANT ENERGY HAS DIRECTED THAT ENGINEERING RISING TO THE LEVEL OF PROFESSIONAL ENGINEERING IS NOT REQUIRED OR INTENDED FOR THIS PLAN. A MI-TECH ENGINEER DOES NOT REVIEW THE PLAN SET, INCLUDING ALL CALCULATIONS OR ANALYSIS, FOR THE INTENT OF PROVIDING PROFESSIONAL ENGINEERING SERVICES. ALL PROFESSIONAL ENGINEERING OR DESIGN ISSUES OR QUESTIONS SHALL BE DIRECTED TO ALLIANT ENERGY. MI-TECH WILL USE INDUSTRY STANDARDS FOR REVIEWS AND COMPLETION OF THE SCOPE OF SERVICES FOR ALLIANT ENERGY.



LINETYPES

| | |
|----------------------------|------------|
| EXISTING SECONDARY SERVICE | ELEMENT |
| NEW SECONDARY | GAS |
| NEW LINE UG | WATER |
| EXISTING LINE UG | ELECTRICAL |
| EXISTING LINE OH | STORM |
| NEW 3PH LINE OH | SANITARY |
| NEW 3PH LINE OH | CABLE TV |
| SPACE NEW WITH EXISTING | TELEPHONE |

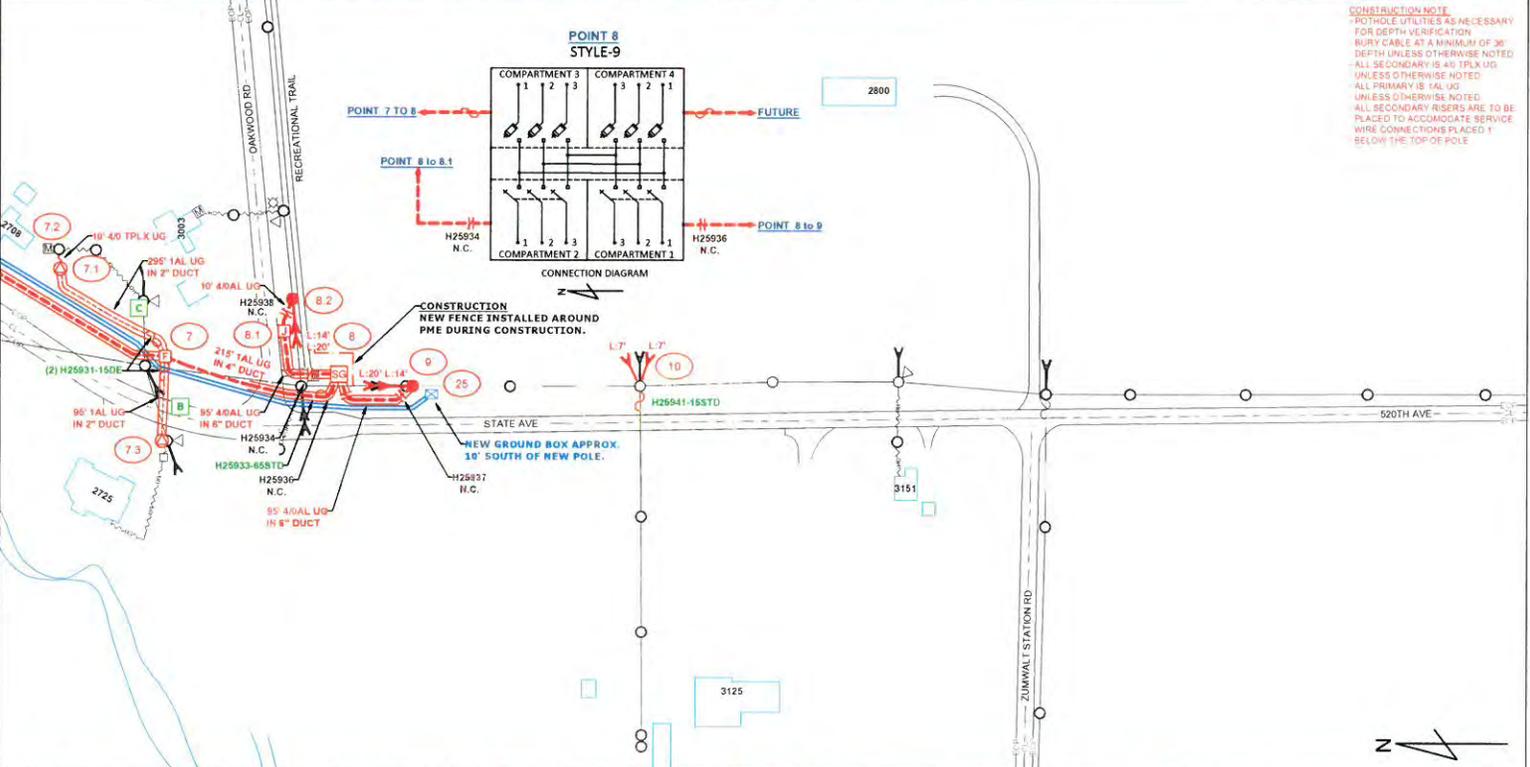
SYMBOL LEGEND

| | | |
|---------------------------------------|----------------------------|--------------------|
| TRANSFORMER 3PH PAD MOUNTED NEW | TRANSMISSION POLE NEW | NEW POLE |
| TRANSFORMER 3PH PAD MOUNTED EXISTING | TRANSMISSION POLE EXISTING | POWER PED NEW |
| TRANSFORMER 3PH POLE MOUNTED NEW | ANCHOR NEW | POWER PED EXISTING |
| TRANSFORMER 3PH POLE MOUNTED EXISTING | ANCHOR EXISTING | WARNING MARKER |
| TRANSFORMER 3PH POLE MOUNTED NEW | FUSE NEW | METER |
| TRANSFORMER 3PH POLE MOUNTED EXISTING | FUSE EXISTING | PHASING |
| TRANSFORMER 3PH POLE MOUNTED NEW | GROUND NEW | SIGNS |
| TRANSFORMER 3PH POLE MOUNTED EXISTING | GROUND EXISTING | STREET LIGHT |
| | GROUND EXISTING | COMM PEDESTAL |
| | CAPACITOR NEW | |
| | CAPACITOR EXISTING | |
| | SWITCH N.O. NEW | |
| | SWITCH N.O. EXISTING | |
| | SWITCH N.C. NEW | |
| | SWITCH N.C. EXISTING | |



| | | | | | | | |
|-------------------------------|------|---------------|------------|----------|---|----------|---|
| ALLIANT ENERGY WORK REQUEST # | | 4128596 | | LOCATION | | AMES, IA | |
| FILED BY: | D.V. | DATE: | 10/29/2018 | | 1 | | 2 |
| DRAFTED BY: | R.L. | DATE: | 6/11/2019 | | | | |
| DESIGNED BY: | D.V. | DATE: | 12/1/2018 | | | | |
| ROWA PE | D.N. | APPROVAL DATE | | | 3 | | |

UTILITIES SHOWN ON THIS PLAN ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND DEPTHS OF ALL UTILITIES FROM FIELD VERIFICATION AND CONTACT WITH UTILITY OWNERS. CONTRACTOR IS TO FOLLOW NESC CODE AND ALLIANT ENERGY IP CONSTRUCTION STANDARDS AT ALL TIMES. GUYING, ANCHORING, POLE LOCATION AND CONDUCTOR ARE SHOWN TO REFLECT GENERAL REAL WORLD LOCATIONS AND DIRECTION, AND SHOULD NOT BE INTERPRETED AS EXACT. SOME INTENDED STRUCTURE LOCATIONS AND DIRECTIONS ARE MANIPULATED FOR DRAWING NEATNESS AND CLARITY. FIELD VERIFICATION IS REQUIRED PRIOR TO CONSTRUCTION. RIGHT OF WAY AND PARCELS ARE DEPICTED IN ACCORDANCE WITH AVAILABLE COUNTY GIS DATA.



CONSTRUCTION NOTE:
 -PROBABLE UTILITIES AS NECESSARY FOR DEPTH VERIFICATION
 -BURY CABLE AT A MINIMUM OF 36" DEPTH UNLESS OTHERWISE NOTED
 -ALL SECONDARY IS 4/0 TPLX UG UNLESS OTHERWISE NOTED
 -ALL PRIMARY IS 1AL UG UNLESS OTHERWISE NOTED
 -ALL SECONDARY RISERS ARE TO BE PLACED TO ACCOMMODATE SERVICE WIRE CONNECTIONS PLACED 1' BELOW THE TOP OF POLE

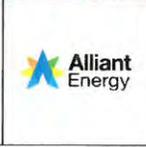
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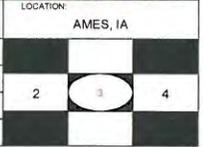
| LINETYPES | |
|----------------------------|------------|
| EXISTING SECONDARY SERVICE | EASEMENT |
| NEW SECONDARY | GAS |
| NEW LINE UG | WATER |
| EXISTING LINE UG | ELECTRICAL |
| EXISTING LINE OH | STORM |
| NEW 3PH LINE OH | SANITARY |
| NEW 1PH LINE OH | CABLE TV |
| SPICE NEW WITH EXISTING | TELEPHONE |

| | |
|---------------------------------------|----------------------------|
| TRANSFORMER 3PH PAD MOUNTED NEW | TRANSMISSION POLE NEW |
| TRANSFORMER 3PH PAD MOUNTED EXISTING | TRANSMISSION POLE EXISTING |
| TRANSFORMER 2PH PAD MOUNTED NEW | POLE EXISTING |
| TRANSFORMER 1PH PAD MOUNTED EXISTING | ANCHOR NEW |
| TRANSFORMER 3PH POLE MOUNTED NEW | ANCHOR EXISTING |
| TRANSFORMER 3PH POLE MOUNTED EXISTING | FUSE NEW |
| TRANSFORMER 2PH POLE MOUNTED NEW | FUSE EXISTING |
| TRANSFORMER 2PH POLE MOUNTED EXISTING | FUSE EXISTING |
| TRANSFORMER 1PH POLE MOUNTED NEW | GROUND NEW |
| TRANSFORMER 1PH POLE MOUNTED EXISTING | GROUND EXISTING |

| SYMBOL LEGEND | |
|--------------------|----------------------|
| NEW POLE | CAPACITOR NEW |
| POWER FED NEW | CAPACITOR EXISTING |
| POWER FED EXISTING | SWITCH N.O. NEW |
| WARNING MARKER | SWITCH N.O. EXISTING |
| METER | SWITCH N.C. NEW |
| PHASING | SWITCH N.C. EXISTING |
| SIGNS | STREET LIGHT |
| STREET LIGHT | COMM PEDESTAL |



| | | |
|-------------------------------|---------------|----------|
| ALLIANT ENERGY WORK REQUEST # | | 4128596 |
| LOCATION: | | AMES, IA |
| FILED BY | DATE | |
| D.V. | 10/29/2018 | |
| DRAFTED BY | DATE | |
| R.L. | 6/11/2019 | |
| DESIGNED BY | DATE | |
| D.V. | 12/1/2018 | |
| IOWA PE | APPROVAL DATE | |
| D.N. | | |



DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Amelia Schoeneman, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245

Please return to:
Planning & Development

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 20-02**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to amend the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* by Garth William and Kristin Kay Robinson, 58927 130th Street, Roland, Iowa, involving the property a part of Parcels A and B in the Southeast Quarter of the Southeast Quarter of Section 16 of Howard Township, and

WHEREAS, on August 7, 2019, the Story County Planning and Zoning Commission recommended approval (vote 4-0) of the proposed amendment to the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* from the Rural Residential area to the Commercial/Industrial area to the Story County Board of Supervisors, and

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interest of Story County, Iowa, and of all persons concerned, that said such application amending the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* from the Rural Residential area to the Commercial/Industrial area for the property described in Attachment A and shown on Attachment B be approved, and the proposed changes reflected on the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map*.

NOW, THEREFORE, BE IT RESOLVED that the application to amend the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* by Garth William and Kristin Kay Robinson, involving real estate described on Attachment A and shown on Attachment B, be approved.

Dated this 20th day of August, 2019.



Linda Murken, Chair
Board of Supervisors
Story County, Iowa



Lucy Martin, County Auditor
Story County, Iowa

Moved by: Olson
Seconded by: Heddens
Voting Aye: Olson, Heddens, Murken
Voting Nay: None
Absent: None

ATTACHMENT "A"

Legal Description of Plan Designation Amendment

PARCEL B, A PART OF PARCELS A AND B, AS SHOWN ON THE PLAT OF SURVEY FILED IN CERTIFIED RECORDS AND FIELD NOTES BOOK 14 PAGE 34, IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 85 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA



Story County Planning and Development Department
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7245
www.storycountyiaowa.gov

MEMORANDUM

DATE: August 15, 2019
TO: Story County Board of Supervisors
FROM: Jerry L. Moore, Planning and Development Director
RE: **Request to expand Planning and Development Department internship program**

Background

The Planning and Development Department is requesting to expand the current internship program from a summer (May through August) internship with full time hours to include 10 to 15 hours during the fall (August through December) and the spring (January through May) of each year.

Growth in Department

A review of zoning permits issued and development cases (rezonings, CUP's, subdivisions & special projects) over the last three years resulted in over 500 zoning permits being issued for single family dwellings, additions to dwellings, commercial buildings, accessory structures and nearly 190 development cases. Last year resulted in the highest number of zoning permits and development cases of the past three years and numbers are on course this year to match the numbers generated from last year. Workprogram items, customer visits and phone calls for requests, property research requests, Ames Urban Fringe Plan projects, annexations, vacations, flood plain permit applications, agricultural exemptions, home business permit applications/renewals, Conceptual Review meetings, and participating in internal training such as the Emergency Operations Center, and various other committees and workgroups all involve organizing, scheduling, and administering staff and other resources.

Work Forecast

Each year the Planning and Development Department meet with the Planning and Zoning Commission and the Board of Supervisors to discuss past projects and develop a list of new special projects for the upcoming year. Of the 23 work program items for 2019, over ½ of the items are from the implementation matrix of the 2036 Cornerstone to Capstone Plan. While we are actively working on the high priorities, we will likely be short of our goal to complete 10 items by the end of this August. Planning and Development Department staff also have several work assignments identified in the County's 2019-2023 Strategic Plan, and Watershed Implementation Matrix that need to be addressed. Our interns have been very beneficial in performing research and providing input on data collected for work program assignments, development cases, and with the demand for Planning and Development to accomplish additional items, their assistance is greatly needed.

Story County Planning and Development Summer Internship- Gabriel Nelson

THOMPSON FRAM AGRICURAL SUBDIVISION

- Created Staff Report
- Created PowerPoint
- Worked with Property Owner(s), Attorney, and Land Surveyor to produce necessary paperwork
- Collected photos of property
- Presented the Thompson Farm Agricultural Subdivision to Board

PROPERTY RESEARCH

- Conducted property research
- Assisted Planning Staff with property research
- Used GIS software to find LESA scores for properties
- Developed new Land Evaluation Site Assessment (LESA) maps for GIS PRO

2017 WORK PROGRAM

- Met with Disaster Management to discuss mapping information regarding Fertilizer Depot
- Added Fertilizer Depots to LESA mapping to make assessment more accurate.
- Contacted cities regarding public water and public sewer mapping to improve the accuracy of LESA evaluations
- Drafted new website material to inform the public on the LESA process

2018 WORK PROGRAM

- Created Memorandum regarding the 2018 Work Program Item on subdivisions and signage
- Researched subdivision public acceptance and dedication via Tyler (document archives), Eagle Recorder (documents archives), and the Recorders Office.
- Created an Excel spreadsheet with subdivision information
- Photographed signs in all 111 residential subdivisions
- Presented review of subdivision road dedication and road signage to the Planning and Zoning Commission

ORDINANCE REVIEW

- Reached out to Electric providers for input on the Code of Ordinance
- Made suggestions regarding current Code of Ordinance

ASSISTED PLANNING STAFF

- Assisted staff with site reviews
- Assisted Planning Staff with permit reviews
- Documented Floodplain Permit list
- Filled in at the front desk to answer phone calls for the Planning Department and Environmental Health Department
- Assisted people from the public at the front desk
 - Receiving payments
 - Explaining setbacks
 - Providing permit paperwork
 - Answer questions

- Wrote and sent out Public Notices regarding upcoming planning projects
- Posted Conceptual Review notices on website blog
- Help staff research water retention practices
- Created various maps to communicate information to property owners

PARTICIPATED IN MEETINGS

- Planning and Zoning Commission
- Conceptual Reviews
- Board of Supervisor
- Staff meetings
- Census meeting
- Met with Story County other departments of Story County
 - Engineer and Secondary Roads
 - Story County Conservation

Summer 2017 Intern Projects – Haley Weber

- Update process ordinances on:
 - Variances, Conditional Use Permits, Subdivisions, Waivers
- Draft a storm water ordinance
- Attend site inspections
- Write staff reports for development cases
 - Residential Parcel Subdivision, Adaptive Reuse
- Create E911 work orders and corresponding ArcGIS maps
- Attend a public input meeting with the Fernald community
- Analyze and organize public input
- Attend on-site Fernald community assessment with planning staff and Iowa Department of Agriculture and Land Stewardship Representative
- Attend Board of Supervisors, Board of Adjustment, Board of Health, and Planning and Zoning Commission meetings
- Write memorandum to Board of Supervisors regarding the public meeting held in Fernald
- Conduct property research by collecting parcel data, searching through land records, and analyzing historic aerial maps
- Update Story County Official Zoning Map on ArcGIS
- Write public meeting notices and send to property owners within a specified radius of the subject property
- Update and create department applications, including:
 - 911; Agricultural Exemption; Change of Use; Conceptual Review; Conditional Use Permits; Property Research; Special Events; Subdivisions; Text, Zoning, and C2C Plan Amendments; Variances, Waivers, Appeals; Zoning, Home Business, and Sign Permits
- Write conceptual review comment sheets regarding development cases
- Conduct storm water ordinance research
- Create PowerPoint presentations for Board of Supervisors, Board of Adjustment, and Planning and Zoning Commission meetings
- Present development cases at Board of Supervisors, Board of Adjustment, and Planning and Zoning Commission meetings
- Update Natural Resource layer in ArcGIS
- Create ArcGIS Online interactive map of Story County Development Projects
- Conduct Transportation Impact Analysis Research

Urban Renewal Area - Urban Renewal Plan, Story County, Iowa



Tuesday, August 20, 2019

Direction
APPROVED **DENIED**

Board Member Initials: _____

Meeting Date: _____

Follow-up action: _____

Elements

Urban Renewal Program (TIF)



- ∞ Urban Renewal Plan - Story County
Urban Renewal Area
- ∞ Chapter 8 - Urban Renewal of the Code
of Ordinances
- ∞ Economic Development Process and
Policies

Urban Renewal Plan - Story

County Urban Renewal Area



œ Adopted November 2011

œ Document is an **Urban Renewal Plan** within the meaning of Chapter 403 of the Code of Iowa, and it sets out proposed projects to be undertaken within the Urban Renewal Area. It is also intended that this Urban Renewal Plan will guide the County in promoting economic development.

Chapter 8 – Urban Renewal of the Code of Ordinances



œ Chapter added to Code of Ordinances in 2011

œ Section 8.01 states that the “purpose of this chapter is to provide for the division of taxes levied on the taxable property in the Story County Urban Renewal Area each year by and for the benefit of the State, County, school districts, or other taxing districts after the effective date of the ordinance codified by this chapter in order to create a special fund to pay the principal of and interest on loans, moneys advanced, or indebtedness, including bonds proposed to be issued by Story County to finance projects in such area.”

Economic Development Process and Policies



- œ Adopted October 2012
- œ Board of Supervisors developed this process and policies to establish structure and objectivity to the standard operating procedures for evaluating economic development projects.

Tax Increment Financing (TIF) goals, objectives and strategies



∞ Eligibility.

The following types of Economic Development projects will be considered for TIF assistance:

- a) Transportation Infrastructure Enhancement
- b) Public Land and Trail Improvement
- c) Communication and Utility Infrastructure Expansion
- d) Main Street and Town Center Revitalization
- e) Housing Development, Rehabilitation, and/or Conversion

Tax Increment Financing (TIF) goals, objectives and strategies



∞ **No Increment Rebate, Grants, Loans or Assistance to Private Business.**

Story County will not use TIF funds to participate in any direct disbursement or rebate to a private entity.

Tax Increment Financing (TIF) goals, objectives and strategies



∞ Required Match Guidelines.

It is expected that applicants identify a match of 25% of the total project costs.

Program Awards



| Communities | Amount (2013) | Amount (2014) | Amount (2015) | Amount (2016) | Amount (2017) | Total Funded Amounts |
|---------------|------------------|------------------|----------------------|------------------|------------------|----------------------|
| Cambridge | | | \$60,000 | \$50,000 | \$45,000 | \$155,000 |
| Collins | \$20,000 | \$32,000 | | \$98,250 | | \$150,250 |
| Colo | | | | | | |
| Colo-NESCO | \$45,000 | \$14,000 | \$15,422 | | | \$74,422 |
| Gilbert | | | | | \$58,100 | \$58,100 |
| Huxley | | \$13,000 | \$18,200 | \$79,500 | | \$110,700 |
| Kelley | \$10,750 | \$45,000 | | | | \$55,750 |
| Maxwell | | \$30,000 | | | | \$30,000 |
| McCallsburg | \$65,000 | | | | | \$65,000 |
| Nevada | | \$56,000 | | | | \$56,000 |
| Roland | \$6,950 | | | | | \$6,950 |
| Slater | | \$21,000 | \$46,125 \$30,000 | \$45,000 | \$94,500 | \$236,625 |
| Story City | | | \$80,300 | \$95,750 | \$75,750 | \$251,800 |
| Zearing | \$11,500 | \$24,000 | | | | \$35,500 |
| Totals | \$159,200 | \$235,000 | \$250,047 | \$368,500 | \$273,350 | \$1,286,091 |

Story County Projects Funded



| Project Description | Year Funded | Amount Funded |
|--|--------------|-----------------------|
| Construction of improvements at Dakins Lake | 2011 | \$2,800,000 |
| Bike lane improvements along Country Club Road | 2011 | \$166,765.75 |
| Paving 1/4 mile of 590th Avenue north of intersection with US Hwy 30 | 2011 | \$196,845.57 |
| Praeri Rail Trail Extension Planning and Construction | 2015 | \$155,275 |
| ISU Research Park - SCC Greenspace Planning and Construction | 2016 | \$1,500,000 |
| Praeri Rail Trail Extension Planning and Construction | 2016 | \$155,275 |
| ISU Research Park - SCC Greenspace Planning and Construction | 2017 | \$1,500,000 |
| ISU Research Park - TELC | 2018 | \$1,000,000 |
| | Total | \$7,474,161.32 |

TIF Revenues



∞ Outlined in Chapter 8 Urban Renewal in the Code of Ordinances

Demonstration wind turbine property in Grant Township (Tax Identification Numbers 10-13-100-301 and 10-13-300-106).

Vetter Equipment property at the intersection of Highway 30 and 590th Avenue (Tax Identification number 10-09-400-400).

Story Wind LLC and Garden Wind LLC wind turbine properties and six (6) turbines added in October 2013, and seven (7) turbines in September 2016

In total, there are 138 turbines.

Turbines by Owner



| Owner | # of Turbines | Base Assessment Year | Year 7 (30%) |
|-----------------------------|---------------|----------------------|--------------|
| Story Wind LLC 2008 | 100 | 2009 | 2015 Value |
| Garden Wind LLC 2009 | 23 | 2010 | 2016 Value |
| Story Wind Energy LLC | 1 | 2010 | 2016 Value |
| Hamilton Wind Energy LLC | 1 | 2012 | 2018 Value |
| GWE LLC | 2 | 2013 | 2019 Value |
| Ag Land Energy LLC | 4 | 2013 | 2019 Value |
| Michelangelo Wind LLC 1 & 3 | 2 | 2018 | 2024 Value |
| Optimum Wind 3, 4, 5, 6, 7 | 5 | 2018 | 2024 Value |

Available Funds



∞ As presented by Lisa Markley at the August 6th
Board of Supervisors meeting:

\$169,500

Timeline

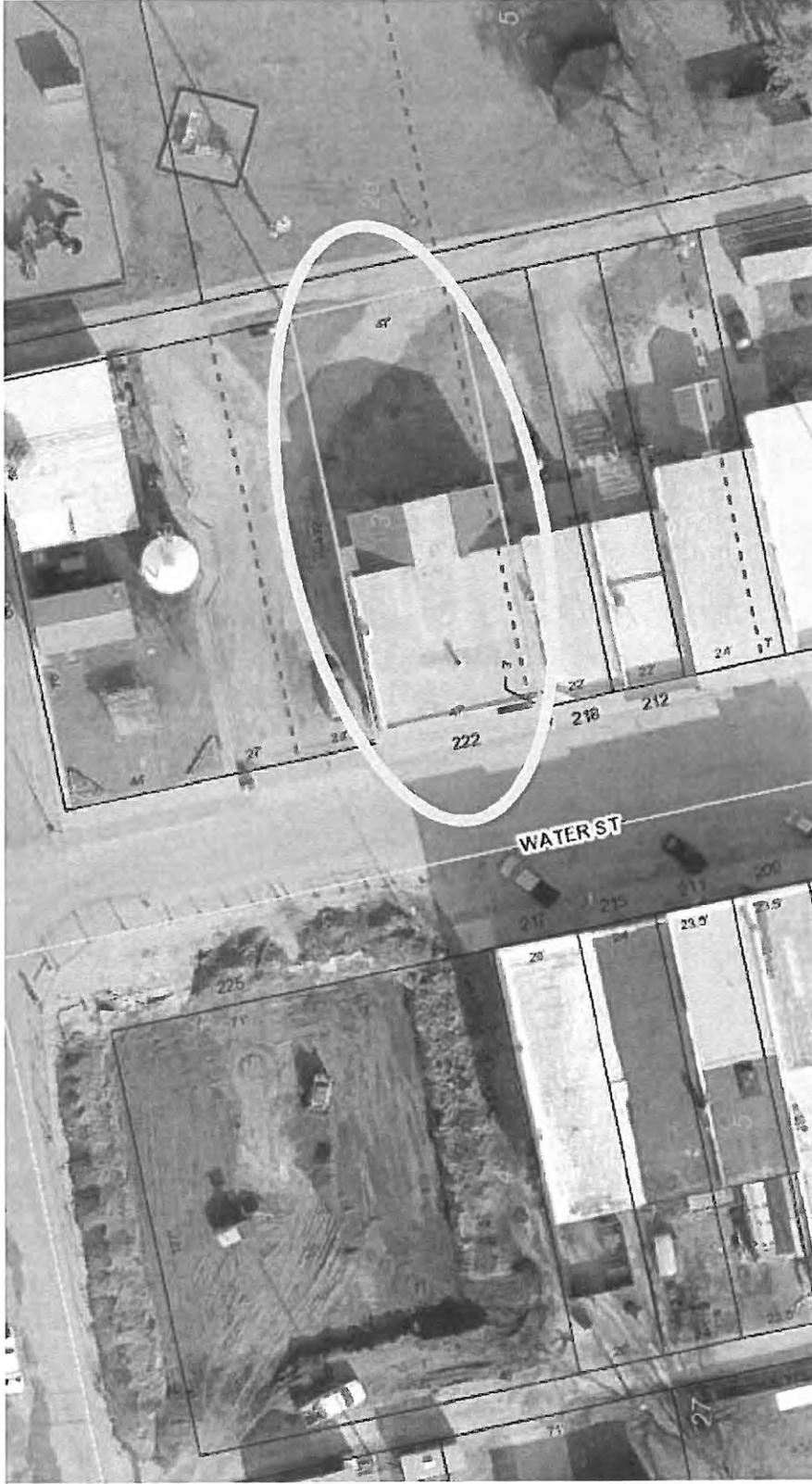


| Date/Deadline* | Task/Item |
|--------------------|--|
| 4/12/19 | Pre-Application Conference at 1:30 pm |
| 6/4/19 | Applications due by 5:00 pm |
| 6/11/19 | Board of Supervisors acknowledges receipt of applications and approves schedule |
| 7/1/19 | Consultation meeting notices sent (include project applications, existing URA Plan, proposed properties to be included in Ordinance, and schedule for presentations by applicants to the Board of Supervisors) |
| 7/23/19 | Presentations to the Board of Supervisors Consultation meeting (affected taxing entities have 7 days to recommend, in writing, any modifications.) |
| 7/30/19 | Written recommendations on potential projects from affected taxing entities due |
| 8/6/19 | Auditor presents report to Board of Supervisors |
| 8/13/19 8/20/19 | Discussion and direction by the Board of Supervisors on proposed amendments to staff |
| 9/24/19 | Resolution setting public hearing date for Resolution adopting amended plan Board of Supervisors directs staff to place draft amended plan on County's website |
| 9/24/19 | Time period for BOS to respond to taxing entities - no later than seven days before the public hearing on the proposed plan is held |
| 10/1/19 | Public hearing - Resolution approving amendments to the Urban Renewal Plan - Story County Urban Renewal Area |

Applications



City of Cambridge



Project Location 222 Water Street
Cambridge

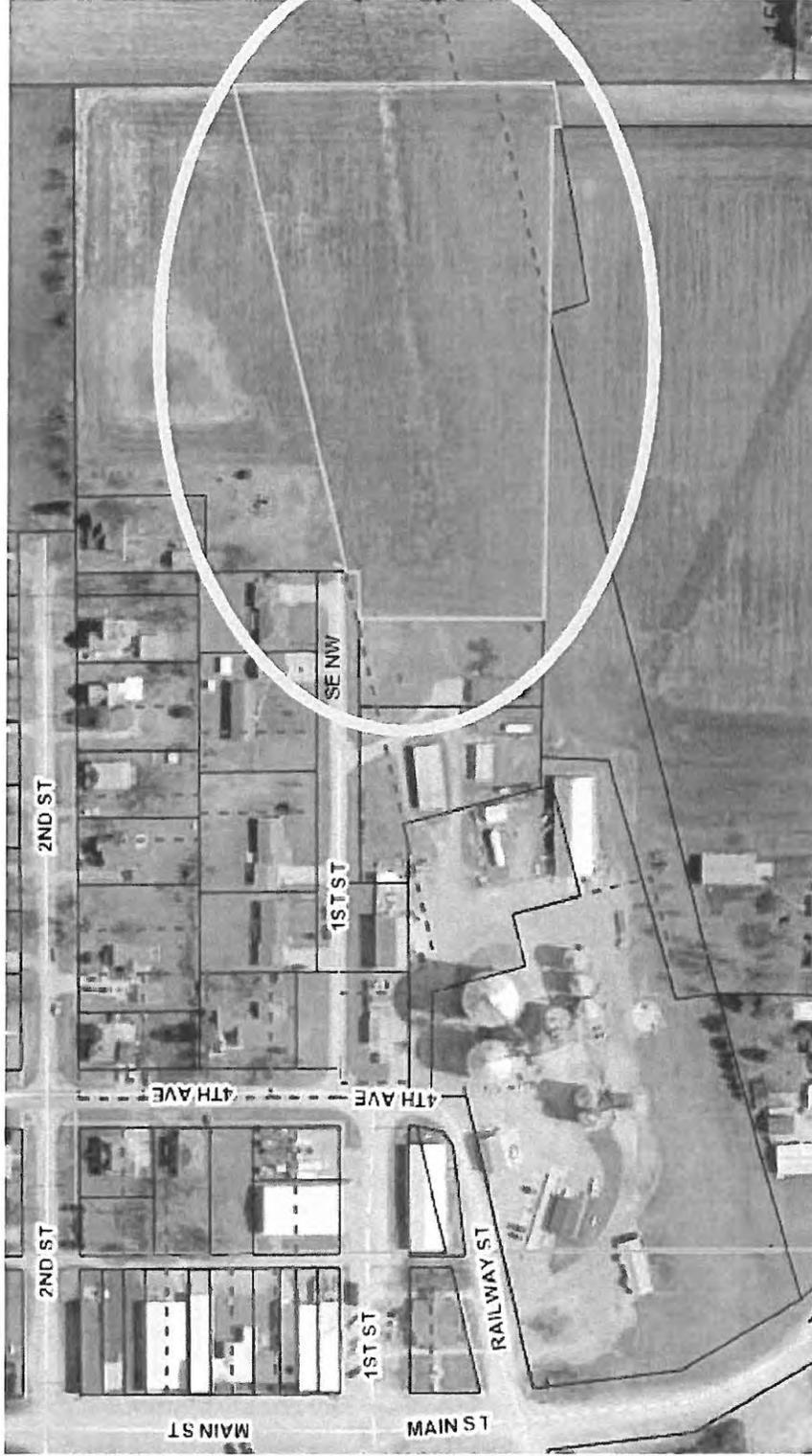
Total Project Costs \$785,411.20

Amount Requested \$50,000

Redevelopment of the 1914 Opera House, including the addition of two commercial units on the first floor and three low-cost housing units on the second floor.



City of Collins



Project Location
Southeast part of Collins
No property address

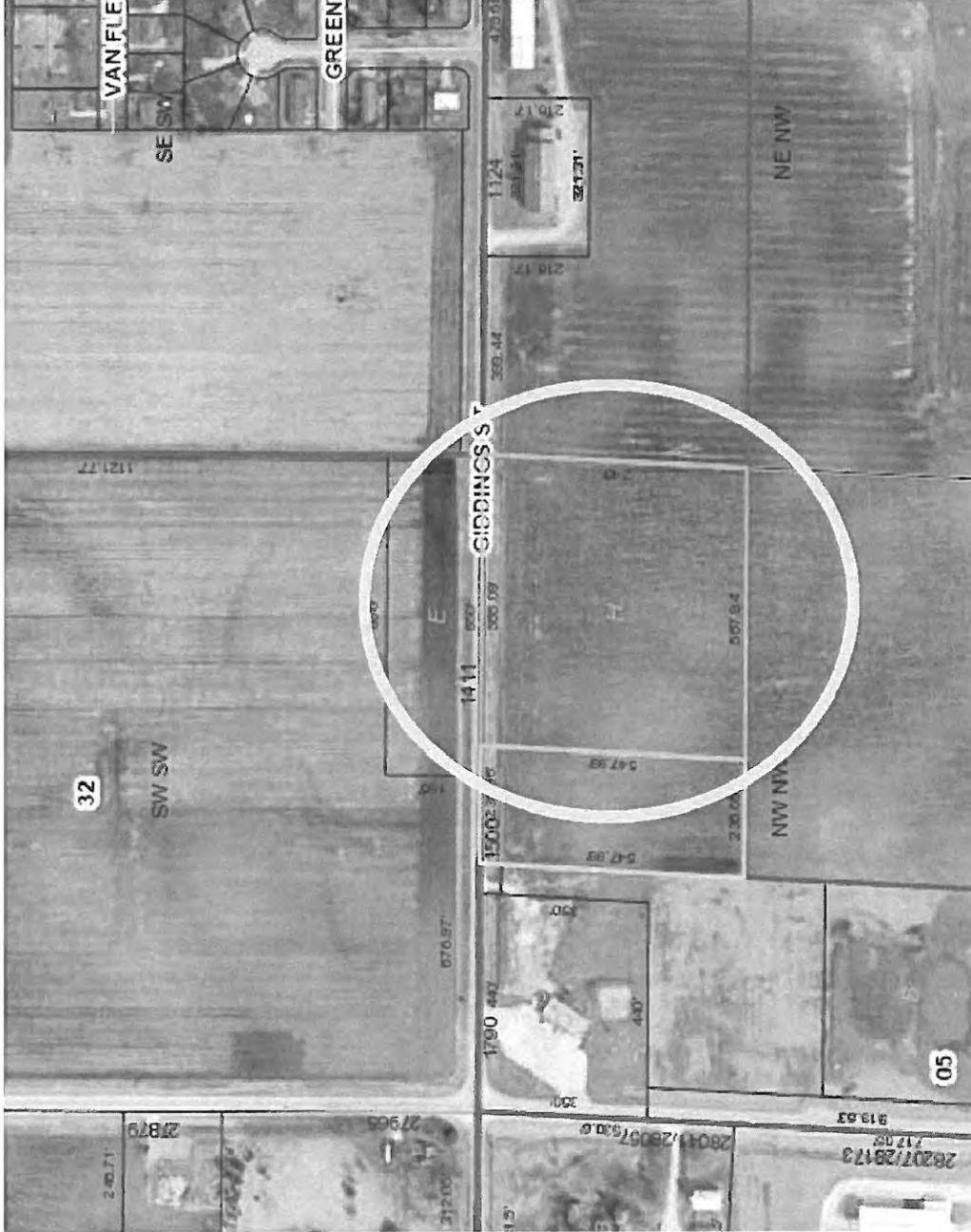
Total Project Costs
\$111,900

Amount Requested
\$23,500

Construction of retention area in southeastern part of town



City of Kelley

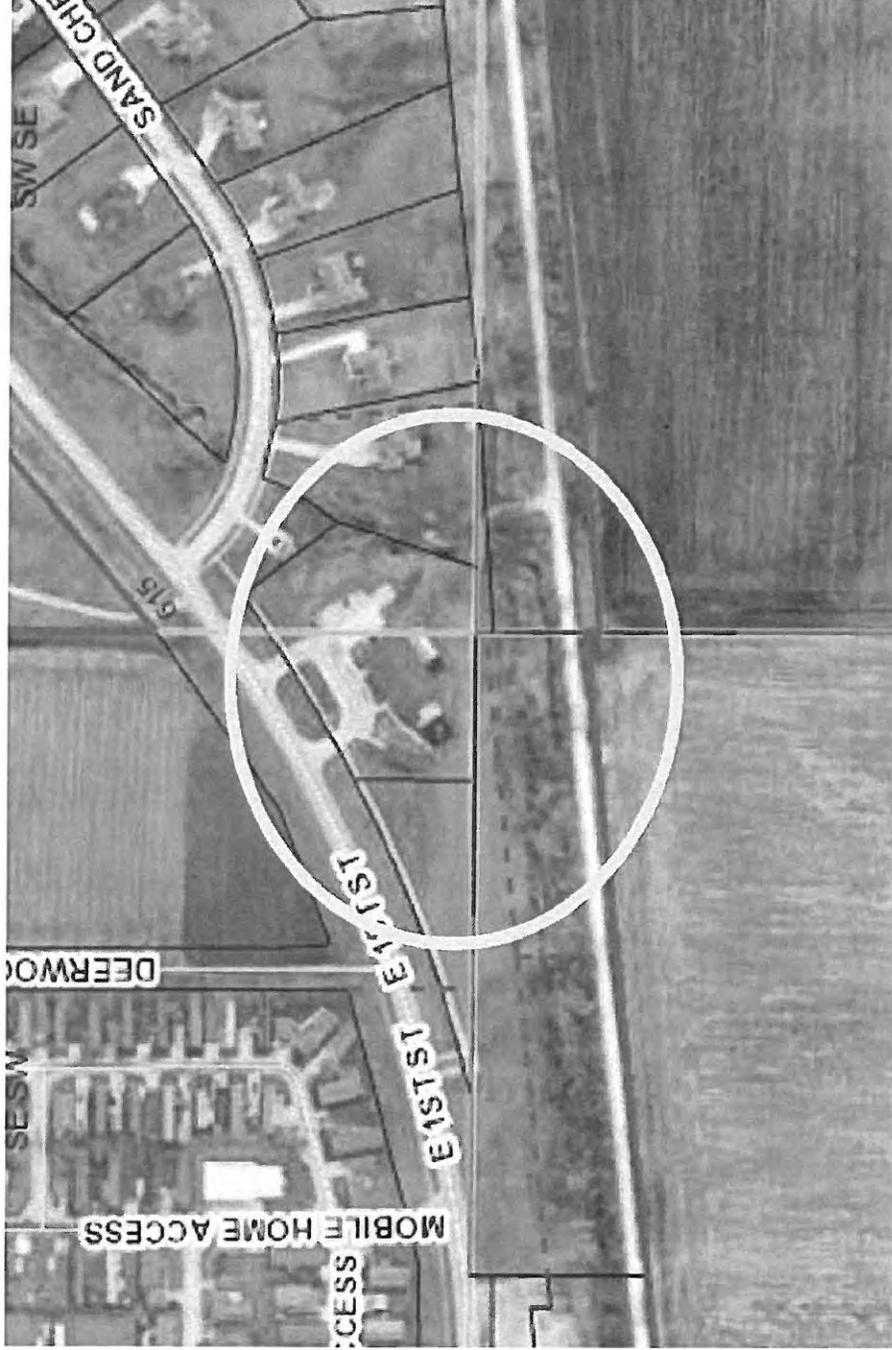


NOTE: Application determined to not be eligible for funding.

| | |
|----------------------------|--|
| Project Location | Western Kelley |
| Total Project Costs | No property address |
| Amount Requested | \$20,000 |
| | \$15,000 |
| | Construction of pond for flood mitigation purposes |



City of Huxley



Project Location

Huxley
No property address

Total Project Costs

\$30,371

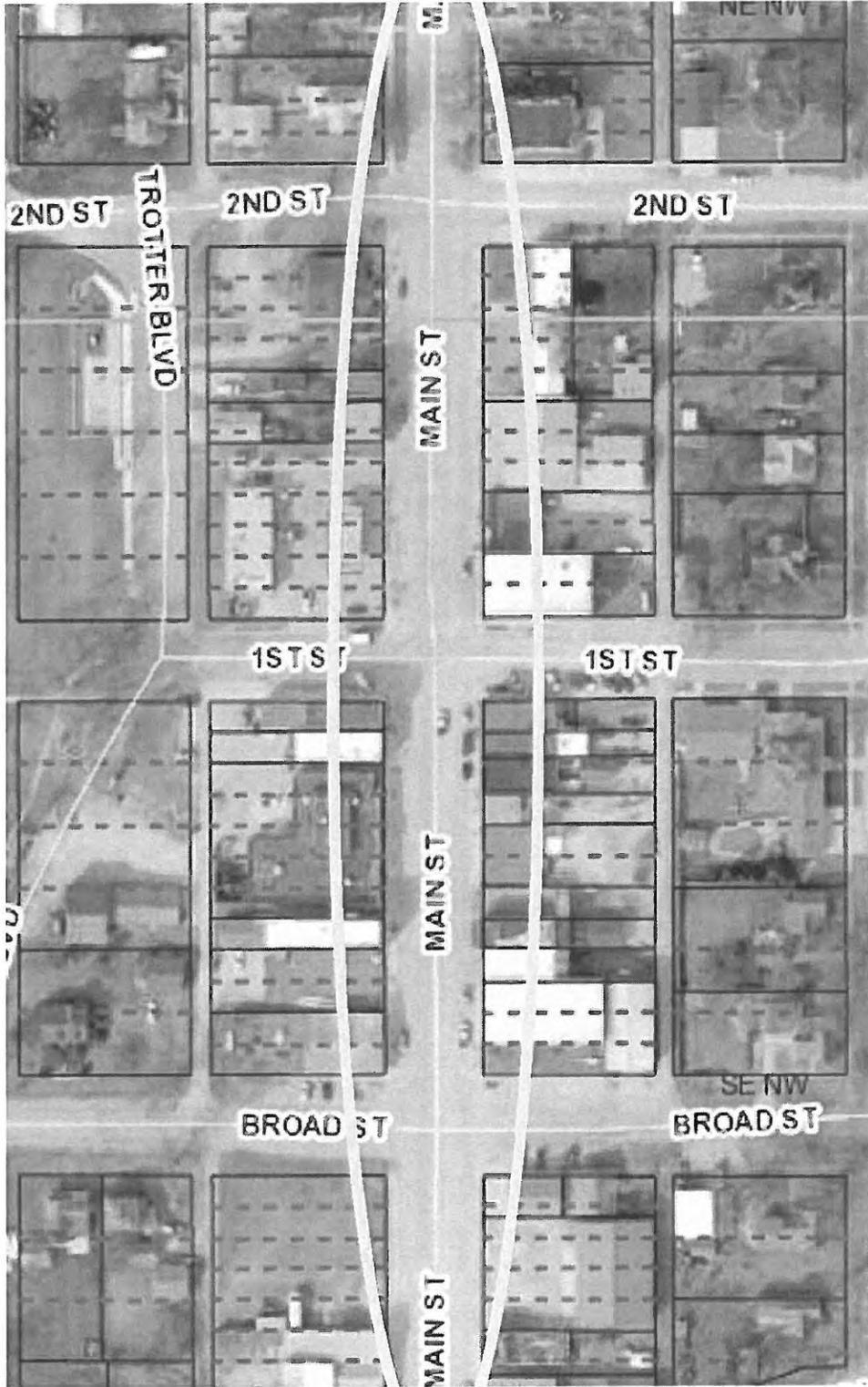
Amount Requested

\$22,778.25

Paving connection trail between Heart of Iowa Nature Trail and 1st



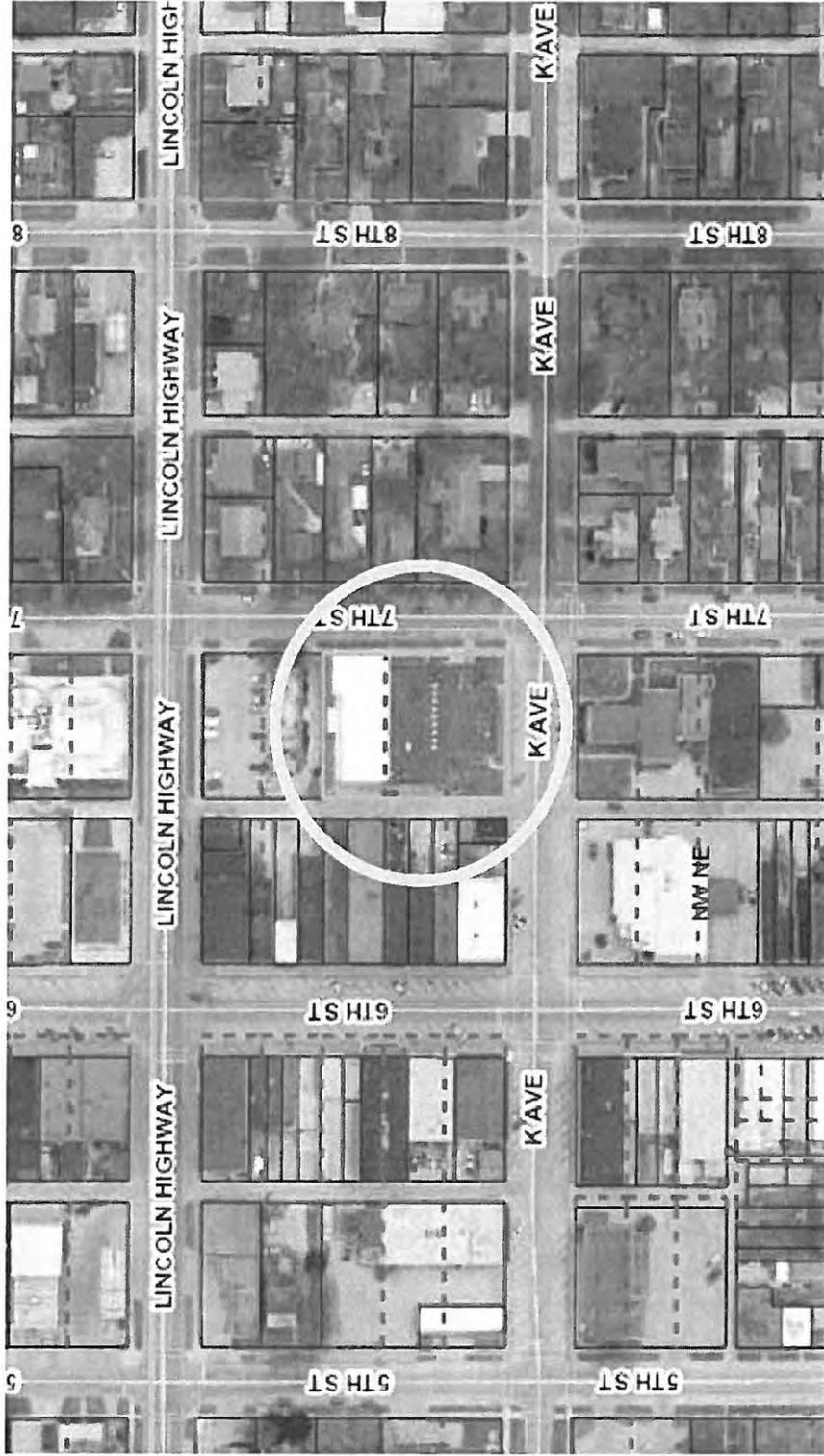
City of Maxwell



| Project Location | Total Project Costs | Amount Requested |
|---|---------------------|------------------|
| Various locations along Main Street | \$20,000 | \$15,000 |
| Water main improvements along Main Street | | |



City of Nevada



Project Location

631 K Avenue
Nevada Public Library

Total Project Costs

\$8,500

Amount Requested

\$6,375

Installation of new digital sign within existing structure of outdoor sign



City of Roland



| | |
|----------------------------|--|
| Project Location | 216 W. Maple |
| | Roland Community Pool (existing site) |
| Total Project Costs | \$3,600,000 |
| Amount Requested | \$75,000 |
| | Replacement of existing community pool |



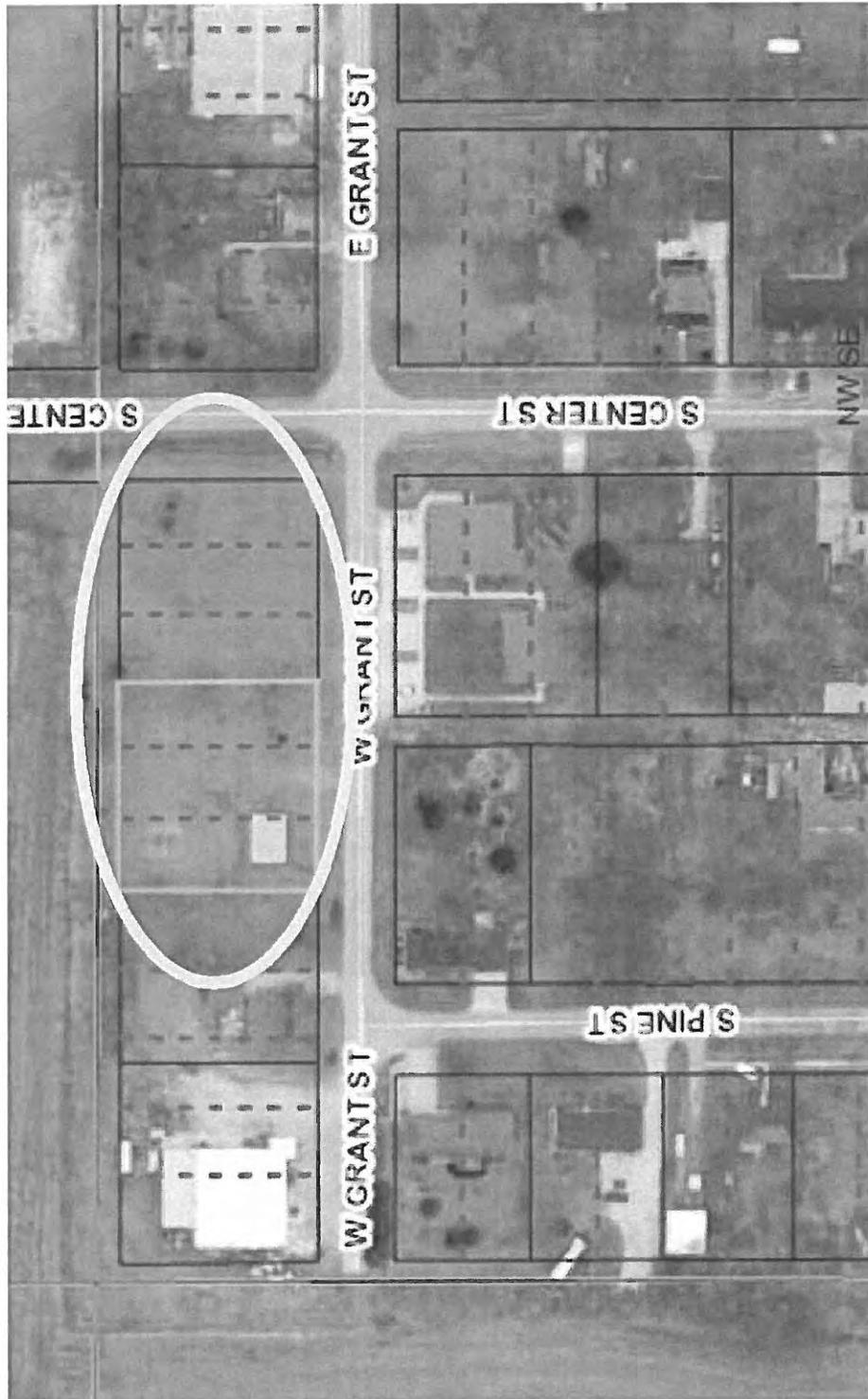
City of Story City



| | |
|----------------------------|---|
| Project Location | Story City North Park |
| Total Project Costs | \$77,345 |
| Amount Requested | \$19,600 |
| | Story City Carousel Pavilion Renovation Project |



City of Zearing



| | |
|--|-------------------------------|
| Project Location | 102 and 110 West Grant Street |
| Total Project Costs | \$25,000 |
| Amount Requested | \$18,750 |
| Construction of permanent restroom structure as development of Minerva Creek Park | |



Questions?



∞ Contact Information:

Leanne Lawrie Harter, AICP CFM

900 6th Street

Nevada, Iowa 50201

515-382-7247

lharter@storycountyowa.gov

www.storycountyowa.gov



County Outreach and Special Projects Manager
Story County, Iowa
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7247 Email: lharter@storycountyiowa.gov
www.storycountyiowa.gov

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, Noelle McLatchie
RE: Recruitment Video
DATE: August 8, 2019

In early July, County staff solicited quotes for the development of a recruitment video. The specific information requested from vendors included the following:

Scope of Services

The main purpose for the recruitment video is to help us attract and hire top talent for Story County. The following components are to be included in the video:

- Engaging
- Fun
- Photos of employees or events
- Discussion of culture and diversity and how Story County makes a difference

Quotes should utilize creative, cost-effective solutions.

Technical Requirements

Produced video to meet the following technical requirements:

- Video should be three to five minutes long
- Video must be webcast quality
- Video must be able to be reduced in size without diminishing quality
- Video should be in a file format for use on the County website and social media platforms
- The finalized video should be completed by the end of December 2019

Estimated Timeline

- Quotes due July 25, 2019 at 12:00 pm
- Pre-Production meeting week of August 26, 2019
- Production Video/photo shooting and editing during September and October 2019
- Post-Production November 2019
- Videos completed by end of December 2019

In response, Story County received quotes from five vendors. Those and information regarding their proposals are outlined on the table on the following page.

DISCUSSION

~~APPROVED~~

~~DENIED~~

Board Member Initials: _____

Meeting Date: _____

Follow-up action: _____



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| Vendor | Location | Length of Video | Proposed Cost (Total) | Cost per Second* | Comments |
|------------------|-----------------|------------------------------------|------------------------|--|---|
| Bottlesode Films | Ames | 3 -5 minutes | \$6,000-8,000 | \$26.67/second | |
| Frame Shop Media | West Des Moines | 3 -5 minutes | \$7,400 | \$24.67/second | |
| Zao | Ames | 1 minute 2 minutes 4 minutes | \$4,690 \$7,800 | \$86.50/second \$43.25/second \$34.58/second | Voiceover was additional \$250-500 so \$500 added to the Proposed Cost to calculate Cost per Second |
| Sigler | Ames | 3 -5 minutes | \$7,752.15 | With this quote, Story County would be contributing the following: imagery (photos and videos), Storyboard/Script, voice for voice over. Given the exclusion of these items, staff did not compute the costs per second for the quote. | |

*To compare each quote from a cost per second standpoint, the following were used in calculations for each vendor:

- The highest proposed total cost amount if a range was proposed
- If additional services were proposed, the amount was included (again using the highest proposed cost)

Based on the information received and presented, proposed price and sample work, Staff recommends the Board of Supervisors accept the quote from Frame Shop Media for \$7,400. The FY20 budget includes \$8,000 for this project; this falls within budgeted amounts. Staff will work with the County Attorney's Office for contract development and put such on an upcoming agenda of the Board for consideration.