

The Board of Supervisors met on 11/10/20 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, Lisa Heddens, and Lauris Olson, with Murken presiding. (all audio of meetings available at storycountyiowa.gov). Murken read the special note to the public: due to recommendations for social distancing in order to help slow the spread of the COVID-19 virus, and limited space the meeting will be provided via Zoom originating from the Story County Administration Building.

ADOPTION OF AGENDA: Murken stated Consent Agenda item #6 is removed; the Auditor stated it is not necessary. Olson moved, Heddens seconded adopting the agenda with noted change. Motion carried unanimously (MCU) on a roll call vote.

UPDATES ON COVID-19 – Heddens reported on the most recent statewide and Story County statistics; she stated the Governor is holding a press conference today at 11:00 a.m. regarding the state’s infection rate.

PROCLAMATION DECLARING THE WEEK OF NOVEMBER 15-22, 2020 AS “NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK” – The Board read the proclamation. Heddens moved, Olson seconded the approval of the Proclamation declaring the week of 11/15/20-11/22/20 as “National Hunger and Homelessness Awareness Week”. Roll call vote. (MCU)

ANNUAL REPORT OF THE DEPARTMENT OF HUMAN SERVICES (DHS) – Paula Rutherford, DHS, introduced Jana Rhoads and Robert Smith. Rhoads, Des Moines Service Area Manager for DHS, reported on several programs. Robert Smith, Community Liaison for Des Moines Service Area DHS, reported additional programs. Rutherford reported later in the meeting.

MINUTES: 10/26/20 Special, 10/27/20, and 11/3/20 Minutes – Olson moved, Heddens seconded all minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 11/16/20, in a) Treasurer's Office for Megan Smith @ \$21.28/hr; effective 11/23/20, in b) Animal Control for Katelyn Schreiber @ \$19.53/hr. Heddens moved, Olson seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 10/12/20 Claims of \$812,0247.50 (run date 11/06/20, 29 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 (\$2,515.08), BooSt School Ready (\$21,665.00), BooSt Early Childhood (\$11,746.44), Emergency Management (\$326.54), E911 surcharge (\$13,749.52), County Assessor (\$1,572.19), Ames City Assessor (\$20,110.04), and Central Iowa Community Services (\$180,794.19). Olson moved, Heddens seconded the approval of Claims as presented. Roll call vote. (MCU)

Murken noted item #6 has been removed. Olson asked to move item #3 to include it with consideration of Additional Items #VIII. Heddens moved, Olson seconded the approval of Consent Agenda with noted changes.

1. Renewal of license fees between Story County and Solutions, Inc. for Evault Backup Services, effective 11/1/20-10/31/21, for \$1,200.00
2. Agreement for Cooperative Public Service between Polk County, Iowa, and the Central Iowa Watershed Management Authorities for the funding of a Watershed Coordinator Position, with funding from Story County of \$175.00 annually
4. Story County Economic Development Group Minutes from 10/24/19, 7/18/19, 1/23/20, and 7/23/20
5. Resolution #21-32, Setting a Date and Time for Public Hearing for 11/17/20, for First Consideration of Ordinance No. 291 Amending Chapter 80 - Floodplain Management Program, of the Story County Code of Ordinances
7. Utility Permits: #21-5285, #21-5286, #21-5292

Roll call vote. (MCU)

RESOLUTION #21-34, AMENDING THE URBAN RENEWAL PLAN STORY COUNTY URBAN RENEWAL AREA – Leanne Harter, County Outreach and Special Projects Manager, reported on formal action to adopt the urban renewal plan for Story County. Harter summarized changes. Murken opened the public hearing at 11:05 a.m., and, hearing none, she closed the public hearing at 11:05 a.m. Olson moved, Heddens seconded the approval of Resolution #21-34, Amending the Urban Renewal Plan Story County Urban Renewal Area. Roll call vote. (MCU)

RESOLUTION #21-36, APPROPRIATION AMENDMENT – Lisa Markley, Assistant Auditor, stated an amendment to appropriate the remaining 50% of funds to departments is normally considered at this time in the fiscal year. She asked for questions. Heddens moved, Olson seconded the approval of Resolution #21-36, Appropriation Amendment, as presented. Roll call vote. (MCU)

HIRING FREEZE EXEMPTION REQUEST FOR HUMAN RESOURCES (HR)) INTERN – Noelle McLatchie, HR Generalist, reported on workload and need. Discussion took place. Murken asked about start date. Heddens moved, Olson seconded the approval of Hiring Freeze Exemption Request for a Human Resources Intern with start date of 1/10/21. Roll call vote. (MCU)

THE OPPORTUNITY TO PARTICIPATE IN BROADBAND STUDY – Dan Culhane, Chief Executive Officer, Ames Economic Development Commission (AEDC), reported on the study. Nick Sorenson, AEDC, asked for questions. Murken asked about other counties and cost sharing. Discussion took place. Olson reported on past efforts. Additional discussion took place. Olson moved the approval of the opportunity to participate in broadband study at cost of \$20,000.00. Olson stated funding from the General Fund. Heddens seconded. Roll call vote. (MCU)

LICENSE AGREEMENT BETWEEN STORY COUNTY VETERANS AFFAIRS AND US DEPARTMENT OF VETERANS AFFAIRS TO PERMIT USE OF OFFICE SPACE AT NO COST, EFFECTIVE 12/2/20-12/1/25 – Brett McLain, Veterans Affairs Director, reported on the existing relationship and requested approval. Heddens moved, Olson seconded the approval of License Agreement between Story County Veterans Affairs and US Department of Veterans Affairs to permit use of office space at no cost, effective 12/2/20-12/1/25. Roll call vote. (MCU)

REQUEST A WAIVER OF PROCEDURES FOR BOARD AND COMMISSION APPOINTMENTS TO ALLOW ACCEPTANCE AND CONSIDERATION OF AMY ROSENBERG’S APPLICATION AFTER THE 9/30/20 DEADLINE – Murken reported the Veteran Affairs Commission is requesting the waiver to make an appointment. Olson moved to deny the request. Motion died for a lack of a second. Olson asked Veterans Affairs Director Brett McLain if Rosenberg had been informed of the deadline. McLain stated he told both commissioners about the

upcoming deadline. Heddens remarked the request comes more than a month after the deadline. Heddens moved, Olson seconded to deny the waiver request. Roll call vote. (MCU)

HIRING FREEZE EXEMPTION REQUEST FOR ATTORNEY'S OFFICE LEGAL ASSISTANT II POSITION – Tim Meals, County Attorney, requested approval to fill the vacancy. Murken clarified it is an existing position in the office. Olson moved, Heddens seconded the approval of Hiring Freeze Exemption Request for Attorney's Office Legal Assistant II Position with a starting date of December 2020. Director of Internal Operations and Human Resources Alissa Wignall, Human Resource Director, clarified the positions in the office. Roll call vote. (MCU)

STORM DAMAGE FROM 7/11/20 REPAIRS TO A BUILDING IN HICKORY GROVE PARK – Todd Lundvall, Risk Manager, reported on the deductible for insurance and the subsequent budget need for the upcoming year. Murken clarified needed repairs are estimated to be \$38,450.00. Director of Internal Operations and Human Resources Alissa Wignall reported it is not an exact estimate but the County needs to move forward on repairs. Olson asked Wignall to bring the final cost back to the Board. Wignall clarified the item will be a Consent Agenda item as it has been discussed. The Board concurred.

AMENDMENTS TO THE BYLAWS AND THE PROGRAM GUIDELINES OF THE STORY COUNTY ECONOMIC DEVELOPMENT GROUP & FY21 FUNDING FOR THE STORY COUNTY ECONOMIC DEVELOPMENT GROUP – Olson reported on concerns about proposed amendments. Discussion took place. Murken directed Harter to bring the item back next week.

CAPITAL IMPROVEMENTS PLAN (CIP) PROCESS, TIMEFRAME (FY22-26) AND FORMS – Heddens moved, Olson seconded the approval of the CIP process, timeframe (FY22-26) and forms as presented. Roll call vote. (MCU)

RESOLUTION #21-35, PRAIRIE VALLEY MAJOR SUBDIVISION, FIRST ADDITION, FINAL PLAT – Amelia Schoeneman, Interim Director of Planning and Development (P&D), reported on property, surrounding land use, final plats, location, and process. The City of Gilbert waived its review. She recommends approval with the condition that if septic locations change, the subdrain plan to protect the prairie remnants from septic runoff shall be re-evaluated. Discussion took place. Murken reported on concerns. John Gade, Fox Engineering, reported on the cost to have natural gas. Kurt Friedrich, Developer, reported the proposed gas tanks will be shown of site plans and properly screened with landscaping or small enclosures. Olson questioned the options for the Board. Schoeneman stated not necessary to go back through preliminary plat for this. Murken asked for the item to return next week.

RESOLUTION #21-01, HANKS RESIDENTIAL PARCEL SUBDIVISION – Amelia Schoeneman, Interim Director of P&D, reported on one comment received; she recommends approval. Olson stated a family splitting its land. Heddens moved, Olson seconded the approval of Resolution #21-01, Hanks Residential Parcel Subdivision as presented. Roll call vote. (MCU)

ANIMAL CONTROL QUARTERLY REPORT – moved to 11/17/20 meeting.

ENVIRONMENTAL HEALTH QUARTERLY REPORT – moved to 11/17/20 meeting.

FY21 QUARTERLY REPORT – moved to 11/17/20 meeting.

UPDATE ON STORY COUNTY HOUSING STUDY AND NEEDS ASSESSMENT FROM RDG PLANNING AND DESIGN – moved to 11/17/20 meeting.

UPCOMING AGENDA ITEMS: Olson stated a revised budget instruction document for department heads and elected officials will be on a future agenda, as well as a Board of Health item.

Olson moved, Heddens seconded to adjourn at 1:05 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
11/10/20

1. Originating From Administration Building, Story County Public Access Provided Via "Zoom" Meeting

SPECIAL NOTE TO THE PUBLIC: Due to recommendations to social distance in order to help slow the spread of the COVID-19 virus, the capacity of our meeting room is significantly limited. Therefore, public access to the meeting will be provided via Zoom. **Members of the public can participate by using the information below:**

To join the zoom meeting by computer, tablet, smartphone:
Visit [HTTPS://WWW.ZOOM.US/](https://www.zoom.us/)

Click on "Join A Meeting" and use the Zoom Meeting ID 981 7092 0243 and Password 446094

To join the meeting by telephone:
Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS

for more information on how to participate in meetings of the Story County Board of Supervisors.

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1
5. ADOPTION OF AGENDA:
6. UPDATES ON COVID-19
 - a) Staff
 - b) Supervisors
7. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
8. DISCUSSION AND CONSIDERATION OF ITEMS BROUGHT BEFORE THE BOARD WITH REQUEST FOR IMMEDIATE ACTION:
9. Consideration Of Proclamation Declaring The Week Of November 15-22, 2020 As "National Hunger And Homelessness Awareness Week" - Karla Webb

Department Submitting Community Services

Documents:

2020 HUNGER HOMELESSNESS AWARENESS PROCLAMATION.PDF

10. AGENCY REPORTS:

I. Annual Report For Department Of Human Services - Paula Rutherford

Introducing - Jana Rhoads, Des Moines Service Area Manager for DHS and Robert Smith, Community Liaison for Des Moines Service Area DHS

Department Submitting Auditor

11. CONSIDERATION OF MINUTES:

I. 10/26/20 Special, 10/27/20, And 11/3/20 Minutes

Department Submitting Auditor

12. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 11/16/20, in a) Treasurer's Office for Megan Smith @ \$21.28/hr; effective 11/23/20, in b) Animal Control for Katelyn Schreiber @ \$19.53/hr

Department Submitting HR

13. CONSIDERATION OF CLAIMS:

I. 10/12/20 Claims

Department Submitting Auditor

Documents:

CLAIMS 111220.PDF

14. 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 Renewal License Fees Between Story County And Solutions, Inc. For Evault Backup Services Effective 11/01/2020 - 10/31/2021 For \$1,200.00

Department Submitting Information Technology

Documents:

SOLUTIONS EVAULT.PDF

II. Consideration Of The Agreement For Cooperative Public Service Between Polk County, Iowa And The Central Iowa Watershed Management Authorities For The Funding Of A Watershed Coordinator Position, With Funding From Story County For \$175 Annually

Department Submitting Board of Supervisors

Documents:

WMA FUNDING AGREEMENT.PDF

III. Consideration Of Amendments To The Bylaws And The Program Guidelines Of The Story County Economic Development Group

Department Submitting Board of Supervisors

Documents:

BOS PACKET.PDF

IV. Consideration Of Story County Economic Development Group Minutes From 10/24/2019, 7/18,2019, 1/23/2020, And 7/23/2020

Department Submitting Board of Supervisors

Documents:

MINUTEPACKETFORBOS.PDF

V. Consideration Of Resolution #21-32, Setting A Date And Time For Public Hearing For November 17, 2020, For First Consideration Of Ordinance #291 Amending Chapter 80 - Floodplain Management Program, Of The Story County Code Of Ordinances

Department Submitting Planning and Development

Documents:

RESOLUTION 21 32.PDF

VI. Consideration Of Auditor's Request For Administrative Recount (Only If Necessary)

Department Submitting Auditor

VII. Consideration Of Utility Permit(S): #21-5285, 21-5286,21-5292

Department Submitting Engineer

Documents:

UT 21 5285.PDF

UT 21 5286.PDF

UT 21 5292.PDF

15. PUBLIC HEARING ITEMS:

I. Consideration Of Resolution #21-34, Amending The Urban Renewal Plan Story County Urban Renewal Area - Leanne Harter

Department Submitting Board of Supervisors

Documents:

RESOLUTION AMENDING PLAN NOVEMBER 2020.PDF
AMENDEDEDURAPLAN.PDF

16. ADDITIONAL ITEMS:

I. Consideration Of Resolution #21-36, Appropriation Amendment - Lisa Markley

Department Submitting Auditor

Documents:

RES 2136.PDF

II. Discussion And Consideration Of Hiring Freeze Exemption Request For Human Resources Intern - Noelle McLatchie And Allsa Wignall

Department Submitting Human Resources

Documents:

HR INTERN.PDF

III. Consideration Of The Opportunity To Participate In Broadband Study - The Ames Economic Development Commission

Department Submitting Auditor

Documents:

BROADBAND AEDC.PDF
HR GREEN GDMPBROADBANDINFRASTRUCTURE.PDF

IV. Discussion And Consideration Of License Agreement Between Story County Veterans Affairs And U.S. Department Of Veterans Affairs To Permit Use Of Office Space At No Cost Effective 12/2/20 - 12/1/25 - Brett McLain

Department Submitting Veterans Affairs

Documents:

NO COST LICENSE STORY COUNTY AND VET CENTER SIGNED.PDF

V. Request A Walver Of Procedures For Board And Commission Appointments To Allow Acceptance And Consideration Of Amy Rosenberg's Application After The September 30, 2020 Deadline - Linda Murken

Department Submitting Board of Supervisors

Documents:

ROSENBERG.PDF

- VI. Discussion And Consideration Of Hiring Freeze Exemption Request For Attorney's Office Legal Assistant II Position- Tim Meals And Allssa Wignall

Department Submitting Human Resources

Documents:

LEGAL ASSISTANT II.PDF

- VII. Discussion And Consideration Of Storm Damage From July 11th Repairs To Building A Hickory Grove Park – Todd Lundvall

Department Submitting Board of Supervisors

Documents:

STATEMENT OF LOSS DERECHO.PDF
STORY COUNTY DERECHO DAMAGE ESTIMATES.PDF

- VIII. Consideration Of FY2021 Funding For The Story County Economic Development Group - Leanne Harter

Department Submitting Board of Supervisors

Documents:

FY2021FUNDINGBOS.PDF

- IX. Consideration Of Capital Improvements Plan Process And Timeframe (FY2022-2026) And Forms - Leanne Harter

Department Submitting Board of Supervisors

Documents:

CIP BOS PACKET.PDF

- X. Discussion And Consideration Of Resolution #21-35, Prairie Valley Major Subdivision, First Addition, Final Plat - Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
RESOLUTION 21 35.PDF
APPLICATION MATERIALS.PDF
PLAT.PDF

**XI. Discussion And Consideration Of Resolution #21-01, Hanks Residential Parcel
Subdivision - Amelia Schoeneman And Emily Rizvic**

Department Submitting **Planning and Development**

Documents:

**STAFF REPORT.PDF
APPLICATION MATERIALS.PDF
RESOLUTION 21 01.PDF
PLAT.PDF**

17. DEPARTMENTAL REPORTS:

I. Animal Control Quarterly Report - Submitted Report Only

Department Submitting **Auditor**

Documents:

ACO QTR.PDF

II. Environmental Health Quarterly Report - Submitted Report Only

Department Submitting **Auditor**

Documents:

BOS QUARTERLY REPORT.PDF

18. OTHER REPORTS:

I. FY'21 Quarterly Report - Lisa Markley

Department Submitting **Auditor**

Documents:

QUARTERLY STORY COUNTY FINANCIAL REPORT FY21.PDF

**II. Update On Story County Housing Study And Needs Assessment From RDG Planning
And Design - Leanne Harter
No documentation with this Item**

Department Submitting **Board of Supervisors**

19. UPCOMING AGENDA ITEMS:

20. 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.**

21. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS

FROM THE SUPERVISORS:

22. 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
Agenda
11/10/20

NAME

ADDRESS

Leann Hauke
Sandra King
Brenda Hanks
Ann Hauke

Bo S
Bo S
50740 - 530 Ave Kelley
50510 530 Ave Kelley

Story County, Iowa Proclamation

“NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK”

WHEREAS, for the past twenty-eight years, the National Coalition for the Homeless and the National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness Week; and,

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless, including the shortage of affordable housing in Story County for very low-income residents; and to encourage support for homeless assistance service providers, as well as community service opportunities, for students and school service organizations; and,

WHEREAS, there are many organizations committed to sheltering and providing supportive services, as well as meals and food supplies to the homeless, which include but are not limited to: Assault Care Center Extending Shelter & Support (ACCESS), The Bridge Home, Food At First, Good Neighbor Emergency Assistance, Mid-Iowa Community Action (MICA), Story County Community Services, The Hunger Collaboration, The Salvation Army, Veterans Affairs, Youth and Shelter Services (YSS) and various area Churches and Food Pantries;

WHEREAS, the focus of National Hunger and Homelessness Awareness Week 2020 continue to “Volunteer. Donate. Educate”; and,

WHEREAS, Story County Board of Supervisors, recognizes that hunger and homelessness continue to be a serious problem for many individuals and families in Story County; and,

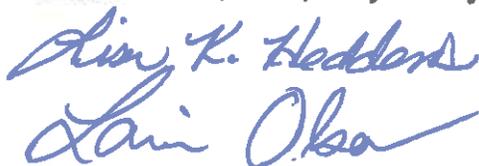
WHEREAS, the intent of National Hunger and Homelessness Awareness Week is consistent with the commitment and dedication of the members of the Two Rivers Committee, and the Homelessness Prevention Team to educate the community and to provide the needed services and support to citizens who suffer from Hunger and/or Homelessness circumstances.

THEREFORE, We, Story County Board of Supervisors of Story County, Iowa do hereby proclaim November 15-22, 2020, as “NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK”. On behalf of our community, we encourage all citizens to recognize that many people do not have housing and need support from citizens and private/public nonprofit service entities.

Signed this 10th day of November 2020.



Linda Murken, Chair, Story County Board of Supervisors



SOLUTIONS

Solutions, Inc
Phone: (712) 262-4520
Fax: (712) 262-3477
2311 West 18th Street
Spencer, IA 51301

Invoice

Number: **327765**
Date: **11/2/2020**

For the period from **11/1/2020** thru **10/31/2021**

Bill-To

Attn: **Barbara Steinback**
Story County IA I.T. Office
900 6th Street
Nevada, IA 50201 U.S.A.

Ship-To

Attn: **Barbara Steinback**
Story County IA I.T. Office
900 6th Street
Nevada, IA 50201 U.S.A.

Contract	Start Date	End Date	Contract Type	Reference	Terms	Inv. Batch	A/R Cust. No.	PO No.
17184	11/1/2020	10/31/2021	"Solutions" Application Software Support		Net 30	35674	8590	

EVault Backup for ISeries

\$1,200.00

Item Total: \$1,200.00

Thank you for choosing "Solutions", Inc.

Total Amount Due: \$1,200.00

APPROVED

DENIED

Board Member Initials: BSM

Meeting Date: 11-10-2020

Follow-up action: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATOR POSITION

This Agreement is made and entered into by and between the Parties listed in Attachment A.

1. This Agreement shall consist of two (2) pages and Attachments A, B, C, and D which shall be considered part of this Agreement.
2. This Agreement shall become effective October 16th, 2020 and shall continue until all Parties terminate this Agreement
3. The Parties do hereby agree that the purpose of this Agreement is as set forth in Attachment A.
4. Duties of the County are listed in Attachment B.
5. Duties of the Parties are listed in Attachment C.
6. The Cost Sharing Model for the Watershed Coordinator position is listed in Attachment D.
7. No separate legal or administrative entity is created by this Agreement. No personal property will be purchased in the performance of this Agreement.
8. The County, through the Public Works Department, shall be the lead agency for carrying out the terms of this Agreement.
9. Any Party to this Agreement may notify the other Parties of its desire to terminate its participation in this Agreement, specifying the reasons for termination, at least sixty (60) days prior to the effective date of such requested termination. Notice shall be sent to the governing body of each of the other Parties at their principal place of doing business by registered mail. In the event of termination, the terminating Party shall be liable for its cost share payment pursuant to the payment structure set forth in Attachment D for the fiscal year, beginning on July 1, in which the terminating Party gives notice of its intention to terminate.
10. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
11. This is the entire Agreement between the parties and may only be amended upon the Agreement of all Parties in writing.
12. The Parties may amend this Agreement by request of any party. All Parties must consent to any Amendment in writing.
13. The Parties shall approve of the Agreement by resolution or motion of their respective Board, Commission or Council, which shall authorize the execution of this Agreement.
14. The Parties shall not, by reason of this Agreement, be obligated to defend, hold harmless or indemnify the others from any liability to third parties from any injury, liability or loss, damage, claim or lawsuit asserted against them arising out of or in any way connected with this Agreement.

15. To the fullest extent permitted by the law, the Parties, including their respective elected and appointed officials, employees, volunteers and others working on their behalf hereby release one another from and against any and all liability or responsibility to each other or anyone claiming through or under the other by way of subrogation or otherwise, for any loss without regard to the fault of the other or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full effect only with respect to loss or damage occurring with respect to and during the time of this Agreement.

ATTACHMENT A

PURPOSE

The members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as “CIWMA”.

The members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as “the Parties”.

Pursuant to a prior agreement, the participating members of the CIWMA each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020.

The purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

ATTACHMENT B

DUTIES OF POLK COUNTY

In exchange for the Parties contribution pursuant to Attachment D, Polk County, Iowa shall do as follows:

- 1) Act as lead agency for administering this Agreement.
- 2) Contribute to the Watershed Coordinator position pursuant to Exhibit D.
- 3) Submit invoices to the Parties on or about September 1 of each year and collect from all Parties on an annual basis for their contributions as set out in Attachment D.
- 4) Employ a Watershed Management Authority Coordinator whose duties will comprise, in part, of those contained in points (a) through (g) below:
 - a. Coordinate meetings and administrative items for and between members of the CIWMA to maintain and grow continued momentum. The County shall also provide leadership and support to the Executive Council for CIWMA, the full Watershed Management Authority Group, the coordinating strategy champions and the implementation committees.
 - b. Facilitate and coordinate water monitoring opportunities with local universities, agencies, and jurisdictions. This may include water quality, quantity, or conservation practice monitoring.
 - c. Provide a presence in the watershed and provide resources and technical assistance to watershed stakeholders. This shall include a multifaceted outreach strategy to agricultural and rural landowners in order to locate priority areas, conservation opportunities and improve conservation practice adaption. The aforementioned activities may include mailings, field days, surveys information meetings and field visits. Education and outreach will be completed in association with each of the regional County Soil and Water Conservation Districts. Education and outreach activities are also to be administered in urban areas with strategies tailored to urban populations and pollutant sources. Communication with various local government officials about the Watershed Management Authorities goals, objectives and water quality improvement strategies will be a priority.
 - d. Focus on growing education and outreach activities into practice adoption throughout the watershed to include providing resources for the design, layout and construction oversight of conservation practices. Funding shall be pursued for priority practices that cannot be funded by existing programs.
 - e. Coordinate and review draft ordinance changes prepared by others that are outlined in watershed plans in order to facilitate more consistent language for development projects within the watersheds.
 - f. Concurrent with education, outreach and practice implementation, pursue funding to improve water quality in the watershed
 - g. Work with other area agencies such as the MPO, NRCS, IDALS, IDNR, and other Soil and Water Conservation Districts to coordinate the implementation of WMA goals.
 - h. Provide technical assistance to the Polk County portion of the Beaver Creek Watershed and facilitate upstream coordination and partnership building across the watershed.

ATTACHMENT C

DUTIES OF THE PARTIES

In exchange for Polk County, Iowa employing a Watershed Coordinator position, all Parties shall, upon invoice from Polk County, Iowa, on or about July 1? September 1? of each year, make the payments pursuant to the Cost Sharing Model in Attachment D by no later than September 30 annually. The dollar amount contained in Attachment D is due annually until termination by any Party. Upon termination by any party, all parties remain responsible for their payment obligation for the fiscal year in which the termination occurs. Beginning in the fiscal year following the termination of a Party, the cost share amounts in Attachment D of the terminating Party shall be prorated among the remaining Parties in proportion to each Party's original cost share amount. Payments shall be made to Polk County, Iowa.

ATTACHMENT D

COST SHARING MODEL

Jurisdiction	Amount
Alleman	\$175
Altoona	\$4,800
Ankeny	\$11,400
Bondurant	\$2,200
Clive	\$4,500
Des Moines	\$37,000
Elkhart	\$175
Grimes	\$3,000
Johnston	\$5,000
Mitchellville	\$175
Pleasant Hill	\$3,500
Polk County	\$65,595
Runnels	\$115
Sheldahl	\$115
Slater	\$175
Story County	\$175
Urbandale	\$12,000
Waukee	\$3,600
West Des Moines	\$10,200
Windsor Heights	\$1,100
	\$165,000

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as "CIWMA"; and

Whereas, the members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as "the Parties"; and

Whereas, pursuant to a prior agreement, the Parties each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020; and

Whereas, the purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA; and

Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that Story County, Iowa has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this 10 day of November, 2020.

STORY COUNTY, IOWA

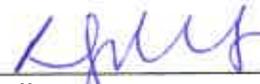
IN WITNESS WHEREOF, Story County, Iowa has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:



Chairperson

Attest:



Auditor

Date: 11-10-2020

Date: 11-10-20

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as “CIWMA”; and

Whereas, the members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as “the Parties”; and

Whereas, pursuant to a prior agreement, the Parties each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020; and

Whereas, the purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA; and

Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of Alleman has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this 1 day of July , 2020.

CITY OF ALLEMAN

IN WITNESS WHEREOF, the City of Alleman has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as “CIWMA”; and

Whereas, the members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as “the Parties”; and

Whereas, pursuant to a prior agreement, the Parties each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020; and

Whereas, the purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA; and

Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of Altoona has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF ALTOONA

IN WITNESS WHEREOF, the City of Altoona has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as “CIWMA”; and

Whereas, the members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as “the Parties”; and

Whereas, pursuant to a prior agreement, the Parties each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020; and

Whereas, the purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA; and

Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of Ankeny has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF ANKENY

IN WITNESS WHEREOF, the City of Ankeny has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as “CIWMA”; and

Whereas, the members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as “the Parties”; and

Whereas, pursuant to a prior agreement, the Parties each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020; and

Whereas, the purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA; and

Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of Bondurant has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF BONDURANT

IN WITNESS WHEREOF, the City of Bondurant has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as "CIWMA"; and

Whereas, the members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as "the Parties"; and

Whereas, pursuant to a prior agreement, the Parties each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020; and

Whereas, the purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA; and

Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of Clive has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF CLIVE

IN WITNESS WHEREOF, the City of Clive has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as “CIWMA”; and

Whereas, the members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as “the Parties”; and

Whereas, pursuant to a prior agreement, the Parties each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020; and

Whereas, the purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA; and

Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of Des Moines has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF DES MOINES

IN WITNESS WHEREOF, the City of Des Moines has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as “CIWMA”; and

Whereas, the members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as “the Parties”; and

Whereas, pursuant to a prior agreement, the Parties each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020; and

Whereas, the purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA; and

Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of Elkhart has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF ELKHART

IN WITNESS WHEREOF, the City of Elkhart has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as “CIWMA”; and

Whereas, the members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, , the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as “the Parties”; and

Whereas, pursuant to a prior agreement, the Parties each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020; and

Whereas, the purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA; and

Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of Grimes has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF GRIMES

IN WITNESS WHEREOF, the City of Grimes has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as “CIWMA”; and

Whereas, the members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as “the Parties”; and

Whereas, pursuant to a prior agreement, the Parties each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020; and

Whereas, the purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA; and

Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of Johnston has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF JOHNSTON

IN WITNESS WHEREOF, the City of Johnston has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as “CIWMA”; and

Whereas, the members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as “the Parties”; and

Whereas, pursuant to a prior agreement, the Parties each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020; and

Whereas, the purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA; and

Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of Mitchellville has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF MITCHELLVILLE

IN WITNESS WHEREOF, the City of Mitchellville has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as "CIWMA"; and

Whereas, the members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as "the Parties"; and

Whereas, pursuant to a prior agreement, the Parties each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020; and

Whereas, the purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA; and

Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of Pleasant Hill has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF PLEASANT HILL

IN WITNESS WHEREOF, the City of Pleasant Hill has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as "CIWMA"; and

Whereas, the members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as "the Parties"; and

Whereas, pursuant to a prior agreement, the Parties each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020; and

Whereas, the purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA; and

Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of Runnells has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF RUNNELLS

IN WITNESS WHEREOF, the City of Runnels has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as “CIWMA”; and

Whereas, the members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as “the Parties”; and

Whereas, pursuant to a prior agreement, the Parties each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020; and

Whereas, the purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA; and

Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that Polk County, Iowa has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

POLK COUNTY, IOWA

IN WITNESS WHEREOF, Polk County, Iowa has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Chairperson

Auditor

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as "CIWMA"; and

Whereas, the members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as "the Parties"; and

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Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of Sheldahl has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF SHELDAHL

IN WITNESS WHEREOF, the City of Sheldahl has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

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Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of Urbandale has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF URBANDALE

IN WITNESS WHEREOF, the City of Urbandale has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as "CIWMA"; and

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Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of West Des Moines has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF WEST DES MOINES

IN WITNESS WHEREOF, the City of West Des Moines has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as “CIWMA”; and

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Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of Windsor Heights has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF WINDSOR HEIGHTS

IN WITNESS WHEREOF, the City of Windsor Heights has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

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Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of Waukee has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF WAUKEE

IN WITNESS WHEREOF, the City of Waukee has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION

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Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

BE IT RESOLVED that the City of Slater, Iowa has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF SLATER, IOWA

IN WITNESS WHEREOF, the City of Slater, Iowa has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____



Story County Economic Development Group Meeting Minutes

July 18, 2019

Public Meeting Room – 2nd Floor, Story County Administration Building
Nevada, Iowa

ATTENDEES: Martin Herr, Greg Schlueter, Jody Meredith, John Hall, Craig D. Henry, Dustin Ingram, David Thom, Steven Gast, Doug Miller, Amy Kohlwes, Jay Wilson, Jacki Melmann, Gayle Springer, Sonia Arellano Dodd, Jennifer Davies, Leanne Harter

1. Welcome and Introductions – Vice Chair Steven Gast called the meeting to order.
2. Approval of Minutes from April 25, 2019
John Hall motioned, Craig Henry second. Passed unanimously.
3. Organization Meeting
 - a. Election of Officers
 - Nomination of Drew Kamp for Chair*
Amy Kohlwes motioned, Greg Schlueter second. Passed unanimously.
 - Nomination of Greg Schlueter for Vice Chair*
Schlueter motioned. Gast second. Passed unanimously.
 - b. Annual Eligibility Determinations
Leanne Harter provided an overview. According to the bylaws, all communities except McCallsburg are eligible for funding during FY2020.
 - c. Determination of Annual Allocation Amounts
Jennifer Davies provided an overview as to how the amounts have been historically determined and the procedures followed. Hall motioned allocations as presented. Henry second. Passed unanimously.
4. Economic Development Summit Update
Dustin Ingram provided an update for the event scheduled for September 20 and shared there would be no costs for communities to attend.
5. Community and County Updates

Cambridge

The community is compiling good estimates of costs for the Legion Building project prior to moving forward. The sanitary sewer project is waiting on action by the IDNR.

AEDC (Dustin and John)

DMACC training program is established, and low-income persons may be eligible to participate in the program at no charge.

Huxley

The city is evaluating moving forward with the phase 4 expansion plans for the industrial park. An offer is being accepted for the lot next to Fareway. There is a new housing development northwest of the high school. Potential buyers are interested in Blue Sky Commons. Kum and Go is going through the approvals process.

Nevada

NEDC Strategic Plan findings released in April. The Main Street community presentation is scheduled for July 31. Planning for the downtown project/improvements underway and construction starting spring 2020.

Slater

The community has experienced eight new homes in the last year, with another housing development north of town discussions underway. Construction of building on Main Street has started. Street work is underway.

Kelley

Properties have sold for construction for new housing units. Building permit issued for a business located on Main Street.

Maxwell

Dollar General is located in Maxwell. Houses are selling as soon as placed on the market; however, the development on the north side of town is on hold. Lagoon renovations are being required, and as such, sewer rates will be increasing.

McCallsburg

The community is getting close to finishing the wellness fitness center. New water main is being located down Main Street. Hoping for updates along the Praeri Rail Trail through town.

Zearing

The medical clinic open for five months and has exceeded expectations. Work at 108 E. Main continues progress. There is some interest in a "little house" project that is being discussed. The extension of Praeri Rail through Zearing is underway. The new project in the community is the fire station renovation.

Collins

The community has a new city clerk. The next phase of the stormwater project has started. There are new housing starts and businesses in the community.

Story City

Opportunities for residential development are opening up and the industrial park is growing. The library purchased the building next to them and expansion planned. A downtown building that had been two buildings but over time combined into one is being reconfigured back into original format. New day care is being located downtown.

Gilbert

Lagoon project will be finished in August. Construction is underway on a commercial building next to City Hall. The school district is working on expansion plans and construction. Approximately 400 new home subdivision being established to the south.

Roland

Work continues on the pool project. Lagoon project expected to be done by September. The bridge replacement project timing is being planned out to coincide with pool improvements. Community is landlocked and continues to deal with property owners asking too much for land inhibiting annexation and growth.

Colo

Wilson Auction building construction is going up. The City is working on a potential development to the West where the City may purchase 25 lots. Schools are working on ADA-compliance issues and improvements. Colo Days and the inaugural Team Grayson 5K race raised \$14,000 for MDA.

6. Comments Regarding Non-Agenda Items

Discussion occurred regarding the housing needs assessment. This will be brought forward in August to the Board of Supervisors for direction to staff.

7. Dates to remember:

- a. August: BOS Approval of Annual Allocation Amounts and Release of Funds
- b. Applications for County Funding Program Projects Due on or Before September 30th
- c. Next Meeting: October 24th at 10am in Public Meeting Room – 2nd Floor
- d. Story County Administration Building, Nevada
 - i. Approve County Funding Program Projects
 - ii. Joint Meeting with BOS and Budget Discussion
- e. November: BOS Acts on County Funding Program Projects

Adjournment motioned by Schlueter, second by Hall. Passed unanimously.



Story County Economic Development Group Meeting Minutes

October 24, 2019

Public Meeting Room – 2nd Floor, Story County Administration Building
Nevada, Iowa

ATTENDEES: Martin Herr, Greg Schlueter, Jody Meredith, John Hall, Craig D. Henry, Dustin Ingram, David Thom, Steven Gast, Doug Miller, Amy Kohlwes, Jay Wilson, Jacki Meimann, Gayle Springer, Sonia Arellano Dodd, Jennifer Davies, Leanne Harter

1. Welcome and introductions – Chair Drew Kamp called the meeting to order.
2. Approval of Agenda
John Hall motioned, Craig Henry second. Passed unanimously.
3. Approval of Minutes from July 18, 2019
Hall motioned, Steven Gast second. Passed unanimously.
4. Old Business
None.
5. New Business

a. Livability Promotional Discussion

Drew Kamp discussed the upcoming Livability publication. The opportunity to purchase space in the publication is still open. Drew has materials and information if there are questions.

b. Fiscal Year 2021 Budget Discussion

As part of the adopted calendar and bylaws, the SCEDG and Board of Supervisors (BOS) are to meet annually to discuss the ongoing budget. The BOS allocation has increased over the past years, to the current level of \$110,000. Discussion among the group occurred as to whether that amount was adequate to meet the ongoing needs of communities and upcoming projects or whether an increase should be requested to the BOS. The discussion noted that amount was meeting current needs.

c. Review and Approval of FY2020 Project Funds Requests

Kamp reviewed the requests submitted. Communities present provided additional information and/or responded to questions from the group.

Cambridge – Request for \$2,500 for design costs for renovation of Opera House

David Thom reviewed the application. Jennifer Davies asked about ownership of the facility currently and in the future.

Collins – Request for \$2,500 for improvements to the community center and mural walk

Absent. Kamp reviewed the application with the group.

Colo – Request for \$2,000 for engineering costs for housing development

Amy Kohlwes noted the developer is interested in creating 33 lots. Gast asked if the City would own the land. Kohlwes responded that is likely and the sales prices would be from \$20,000 - \$25,000 each, however, all parties are still in discussions as to how to proceed.

Huxley – Request for \$2,500 for community promotion in Livability magazine

Craig Henry stated the opportunities for the use of the funds to promote southern Story County. Lauris Olson asked what message the city was hoping to share/call to action. Henry responded that it will provide opportunities to promote local businesses in the area looking to grow, lots for sale, allow business wanting to move to the community a way to reach potential employees, and give the message that we are in a good location and identify all we have to offer. Davies questioned how the magazine is delivered. Olson commented the price is high for the publication and suggested checking distribution. Dustin Ingram noted the digital marketing component (marketwatch.com). Olson asked if the ranking has to do with businesses and Ingram replied clarified that the ranking is very rigorous.

Roland – Request of \$2,500 for mulch for city parks

Jodi Meredith noted the total project costs will likely be \$8,000.

Zearing – Request for \$2,000 for radio upgrade for Zearing Fire and EMS services

Karin Davis said the amount requested was based on the initial costs from the vendor. Davies asked how many radios will be purchased. Davis responded that the total costs are approximately \$74,000 to cover 16 portable radios and 6 for vehicles.

Motion to approve project requests as discussed by Gast/Thom.

Discussion of the motion

Davies asked the BOS if requests for radios from other communities have been received. Linda Murken commented that the costs related to the StoryCom project remain a moving target at this point so the BOS is not in a position to know what funds may be available to provide financial assistance.

Kamp commented that if more projects had been requested that available funds, he would have concerns with the mulch request from Roland.

John Hall asked whether it would be better to wait until more information is known about the radios and wait until next year to decide such funding, setting aside monies from next year's project funds for that purpose. Murken questioned whether per capita funds could be used for radios. Kohlwes

commented communities are being required to commit by December 31 for the three years at 0% interest opportunity.

Olson commented that BOS may at any time ask the SCEDG to re-define economic development.

Vote: Motion approved with Henry abstaining.

Motion to re-allocate the remaining \$2,500 to base funds by Hall/Henry. MCU

d. Approval of Calendar Year 2020 Meeting Calendar

Motion to approve by Henry/Kohlwes. MCU

6. Community and County Updates

Slater: finished street projects; entering design phase of new library.

Kelley: no update.

AEDC (Drew): thank you for participating in the summit.

Story City: EBY close to completion; small expansion at American Packaging; new homes under construction.

Nevada: Burke expansion completion anticipated July 2020; Verblo well underway with their improvements; Main Street Iowa Program – application successful and community is now a Main Street community.

Zearing: very close to the bank building being finished; improvements to Praeri Rail Trail soon to start; clinic is doing great; “The Hill” purchased and now a restaurant and “pay at pump”.

Colo: Niland’s Café under new management; Wilson’s Auction nearly done; remodeling community center starting January 1

Roland: finishing sewer line project; pool project funding and work; new bridge construction.

SCC (Mike Cox): Praeri Rail Trail delayed with weather so completion anticipated in spring; HOINT is part of the Great American Rail Trail

Gilbert: final plats for new commercial and residential developments approved; lagoon project wrapping up; will be starting water plant project.

McCallsburg: finished water main project; new city clerk hired.

Cambridge: final IDNR approval for wastewater project; Opera House building abatement.

Huxley: acquired all easements for paving HOINT in town; 560th construction may be delayed because of weather; brewery scheduling open house in November; bakery open house in November; removing two old building on Main Street and renovating others; potentially 600+ new housing development lots; feasibility discussion of expanding the industrial park; city administrator retiring at end of year and new one beginning in December.

Maxwell: owner moving forward with development on northeast side and hopefully can be selling lots in spring; possible TIF district on south side of town around Dollar General and along some of Main Street to allow for façade improvements and downtown renovations; zoning ordinance refresh to make them more development-friendly.

Ames: MGMC received approval to sell bonds for improvements; Ames is currently updating the comprehensive plan; downtown parking study set to go before Council in November; potential development interest at the corner of I-35 and 13th; Prairievew Industrial site and installation of infrastructure next season; Grand Avenue extension making progress; Miracle League Field anticipated completion is third quarter of 2020.

Story County (Murken): Story County is accepting applications for various boards and commissions.

7. Comments Regarding Non-Agenda Items

None.

8. Dates to remember:

- a. **Next Meeting: Thursday, January 23, 2020 at 10 am – Roland volunteered to host and agenda items will include the budget discussion and Annual Strategic Planning.**

Adjournment motioned by Henry, second by Meredith. Passed unanimously.

Drew Kamp calls the meeting to order at 10:00 a.m.

In attendance: Karen Davis (Zearing), Amy Kohlwes (Colo), Mellisa Mattingly (McCallsburg), Dustin Ingram (AEDC), Sonia Dodd (Gilbert), Jodi Meredith (Roland), Jeri Nelly (Roland), Lisa Heddens (BOS), John Hall (Nevada), David Thom (Cambridge), Del Amsden (Collins), Linda Murken (BOS), Drew Kamp (Ames), Rita Conner (Huxley), Jay Wilson (Story City)

1. Welcome and Introductions

- Rita Conner, the new City Administrator for the City of Huxley, is in attendance. Each member introduces themselves.

2. Approval of Agenda

- John Hall motions to approve as presented, David Thom seconds. The motion passes.

3. Approval of Minutes from October 24, 2019

- Sonia Dodd motions to approve as presented, John Hall seconds. The motion passes.

4. Old Business

5. New Business

1. Budget Discussion

- Drew Kamp reviews project funds, per-capita funds, and eligibility requirements. Once the Census publishes its 2020 data, per-capita funds may shift. Depending on the data, the group may consider adjusting project funds to maintain per-capita funding levels.

2. Annual Strategic Planning

- Sonia Dodd notes that the scheduled strategic planning date overlaps with a municipal finance meeting. Drew Kamp will work with Leanne Harter to reschedule.
- John Hall notes that each community must complete an Annual Allocation Report.
- Drew Kamp notes that New Member Forms are due annually.
- The group discusses the process for awarding funds.

3. Discussion of Bylaws and Guidelines

- A small group comprised of Drew Kamp, Dustin Ingram, Rita Conner, Amy Kohlwes, and Karen Davis will meet to review the Bylaws. Drew Kamp will ask Leanne Harter to join the group. Review must be completed by the next SCEDG meeting.
- Lisa Heddens asks that the Bylaws review group to clarify the definition of “general community betterment.” The review group will evaluate this provision of the Bylaws and determine what changes are appropriate, including whether to require community purpose statement when community submit applications under this category.

4. Story County Marketing Video

- The group tables this item for future discussion.

5. Project Funds Criteria: Define Activities Qualifying as Community Betterment

- The group discussed this item under item "C."

6. Community and County Updates

- The Board of Supervisors is reviewing proposals for its Housing Needs Assessment. Rita Conner asks about the history and context for this report. Linda Murken and Lisa Heddens state that the previous report was published in 1998 and that the County is in need of relevant data. In addition, the County would like to know the housing capacity in smaller communities.
- Each community provides local updates. The County provides an update on fire radios.

7. Comments Regarding Non-Agenda Items

- There are none.

8. Dates to Remember

- a. Next Meeting – Thursday – April 23, 2020

9. Adjournment.



Story County Economic Development Group Meeting Minutes

July 23, 2020

Via Zoom

ATTENDEES: Brenda Dryer, Steven Gast, Greg Schlueter, Dan Culhane, Mellisa Mattingly, Amy Kohlwes, Jodi Meredith, Dave Thom, Jay Wilson, John Hall, Karen Davis, Lauris Olson, Linda Murken, Lisa Heddens, Sonia Arellano Dodd, Mark Jackson, Sandy Perisho, Rita Conner, Karen Denger, Susan Erickson, Jennifer Davies, Leanne Harter

- 1. Welcome and Introductions – Vice Chair Greg Schlueter called the meeting to order.**
- 2. Approval of Minutes from January 24, 2020**
- 3. Organization Meeting**
Leanne Harter noted that the 2021 meeting calendar and action for funding later on this agenda will be delayed until the October meeting.
- 4. Election of Officers**
Motion to elect Greg Schlueter as Chair by John Hall, seconded by Amy Kohlwes. MCU
Motion to elect John Hall at Vice Chair by Greg Schlueter, seconded by Dan Culhane. MCU
- 5. Annual Eligibility Determination**
Item delayed until October meeting pending submission of forms from communities.
- 6. Annual Allocation Amounts Determined**
Item delayed until October meeting pending submission of forms from communities.
- 7. Economic Development Summit Update**
Brenda Dryer and Leanne Harter are meeting to discuss what the summit could look like this fall as well as how to approach it. Recommendations will be forthcoming.
- 8. Iowa Rural Summit**
Brenda Dryer reviewed the agenda for the Iowa Rural Summit scheduled for August to be held virtually.
- 9. Review of Bylaws and Program Guidelines**
Leanne Harter shared the potential modifications will be brought before the entire group at the October meeting. She noted the changes were primarily to address consistency between the bylaws and the program guidelines.
- 10. Community and County Updates**

Participants presented updates from the present communities.

11. Comments Regarding Non-Agenda Items

None

12. Dates to remember

None shared.

13. Next Meeting is set for Thursday, October 22, 2020 at 10:00 am. The location will be determined at a later date; it most likely will occur in a virtual format.

14. Adjournment

Adjournment motioned by Dan Culhane, seconded by Steven Gast Passed unanimously.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared By: Amella 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. 21-32

SETTING DATE AND TIME FOR PUBLIC HEARING FOR NOVEMBER 17, 2020, FOR FIRST CONSIDERATION OF ORDINANCE NO. 291 AMENDING CHAPTER 80 – FLOODPLAIN MANAGEMENT PROGRAM, OF THE STORY COUNTY CODE OF ORDINANCES.

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa*, on May 21, 2013, and amended on May 29, 2018; and

WHEREAS, Section 1.11 (2)(A) states a proposed ordinance shall be considered and receive a favorable vote for passage in accordance with Section 331.302 (6) of the Code of Iowa, as amended; and

AND WHEREAS, Section 1.11 (2)(B) states the title of the proposed ordinance shall be published in accordance with Section 331.305 of the *Code of Iowa*, as amended, prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained; and

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 291 on the 17th day of November, 2020, in the Public Meeting Room of the Story County Administration Building, 900 6th Street Nevada, Iowa, at 10:00 AM and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution upon its approval by the Board of Supervisors.

Dated this 11 day of November, 2020

[Signature]
Chairperson, Board of Supervisors

Attest:

[Signature]
County Auditor

ROLL CALL
FOR ALLOWANCE
Lauri Olson Yea X Nay ___ Absent ___
Lisa Heddens Yea X Nay ___ Absent ___
Linda Murken Yea X Nay ___ Absent ___

ALLOWED BY VOTE
OF BOARD Yea 3 Nay 0 Absent 0

[Signature]
CHAIRPERSON Above tabulation made by [Signature]

STORY COUNTY UTILITY PERMIT

Date 11/2/2020

To the Board of Supervisors, Story County, Iowa:

The Complete Communications Services Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 1001 Teanyson Ave Stratford, 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 Buried Fiber Optic on secondary route See Attached from See Attached to See Attached, a distance of < 1.00 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 10-31-20

Complete Communications Services
Name of Company (Applicant - Permittee)

[Signature]
by

515-838-2390
Phone no.

Recommended for Approval:

Date 11-2-20

[Signature]
County Engineer

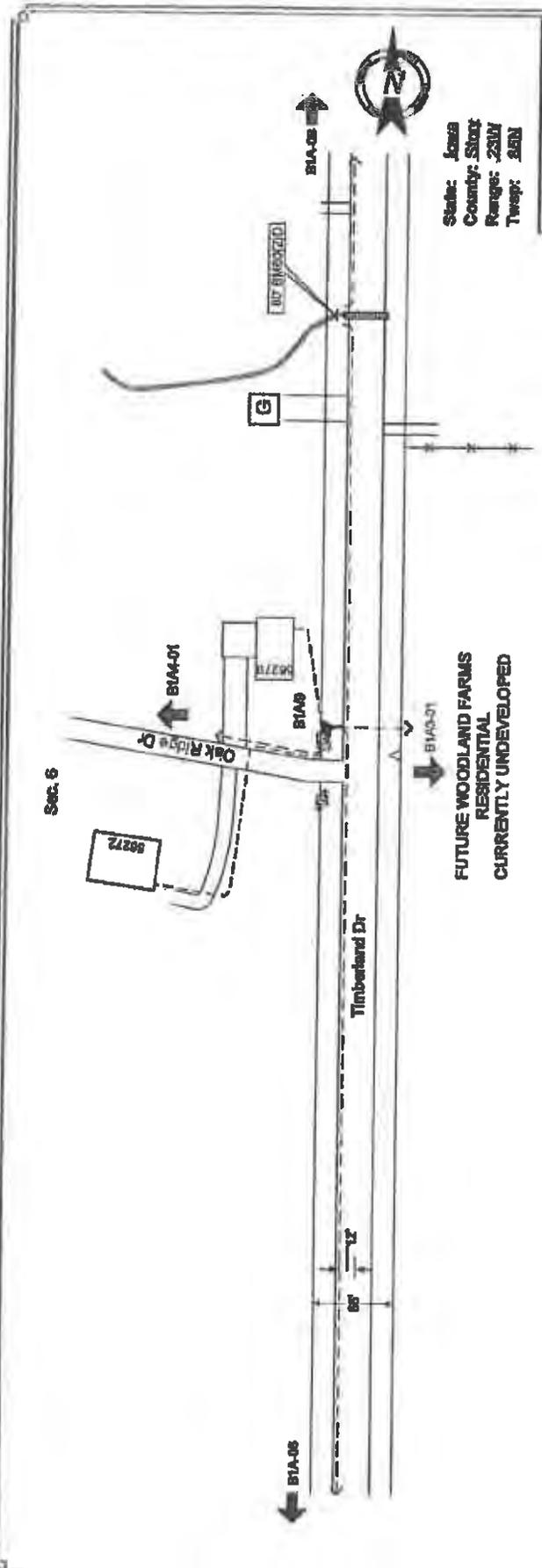
515-382-7355
Phone no.

Approved:

Date 11-10-2020

[Signature]
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.



As Shaded
 Complete's Current Location

Name: JBLASB
 WFO: JBLASB
 Mark: JBLASB
 Order: JBLASB
 Note: JBLASB

Revised By: JBLASB
 Revised By: JBLASB
 Tabled By: JBLASB

Date: 11/11/08
 Date: 11/11/08
 Date: 11/11/08

Vantage Point
 Drawing Not to Scale

Sheet 7 of 10

From	To	PType	Units	Feet	BM	H0	ONT	Remarks
B1A06	B1A06	REPORT	SFO 1440W	1005	2150(0)	1	3	Original was damaged during
B1A06	B1A06				807(0)	12	4	and replaced with existing
B1A06	56272		SEB0 4	205	25		HS	to replace with new pipe from
B1A06	56279		SEB0 4	100	45		HS	existing Pad B to existing Pad A
								Fabric joints to be bagged and
								placed in pre conduit.

STORY COUNTY UTILITY PERMIT

Date 11/2/20

To the Board of Supervisors, Story County, Iowa:

The Complete Communications Services Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 1001 Teanyson Ave Stratford, 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 Buried Fiber Optic on secondary route See Attached from See Attached to See Attached, a distance of < 1.00 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 10-31-20

Complete Communications Services
Name of Company (Applicant - Permittee)

[Signature]
by

515-838-2390
Phone no.

Recommended for Approval:

Date 11-2-20

[Signature]
County Engineer

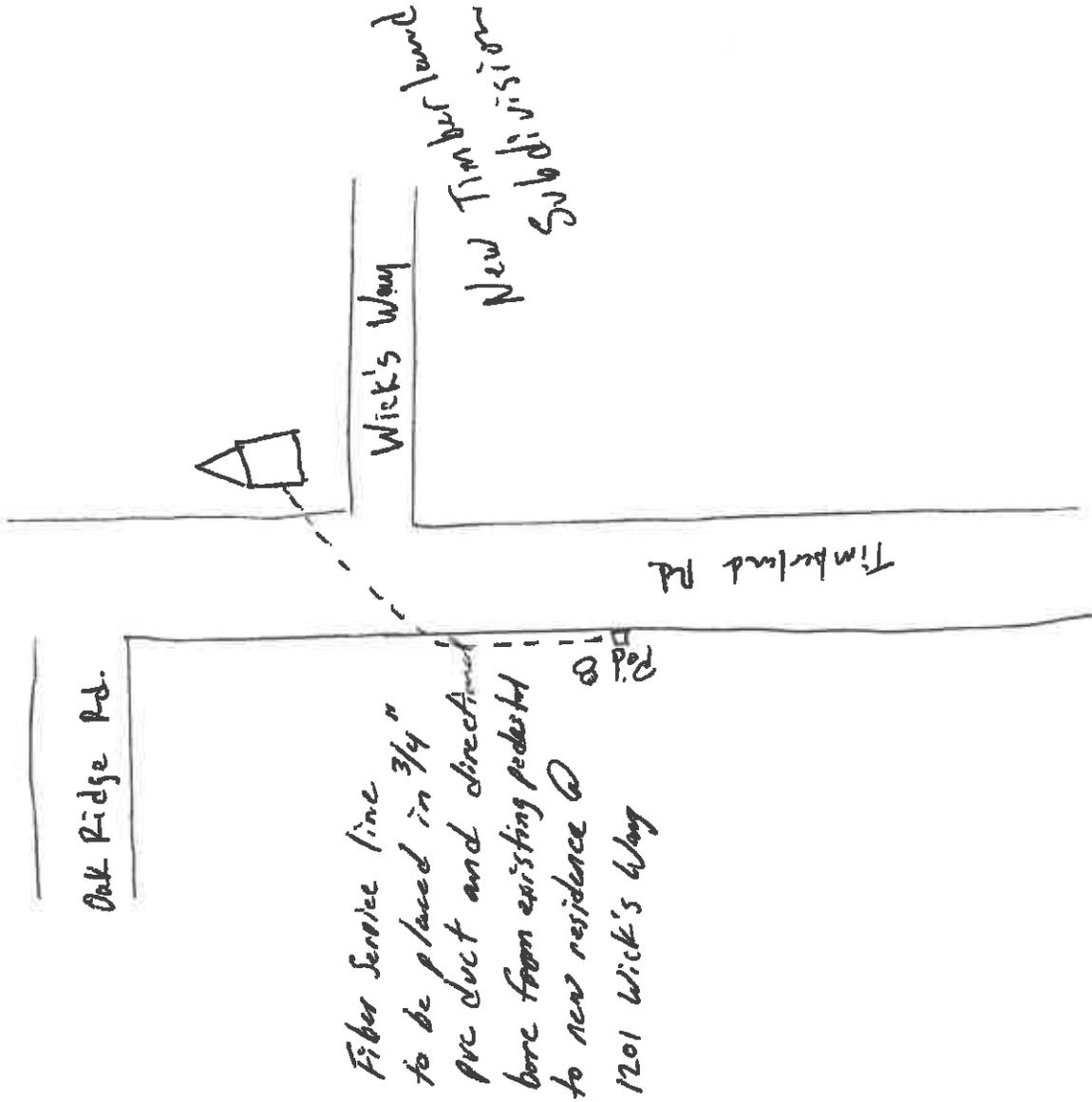
515-382-7355
Phone no.

Approved:

Date 11-10-2020

[Signature]
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.



Oak Ridge Rd.

Fiber Service line to be placed in 3/4" PVC duct and directed bore from existing pedestal to new residence @ 1201 Wick's Way

POB

Wick's Way

New Timber Board Supply Division

Timberland Rd

STORY COUNTY UTILITY PERMIT

Date 11/5/20

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorizes to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, 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 Potable Water on secondary route 730th Ave., from West side of 730th Ave. 16194 730th Ave., a distance of 100 feet. meter.

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: Directional Boring from West ROW line to East ROW Line under 730th Ave. installing a 1" PVC Service Line a minimum of 5 feet deep. See attached Plan Sheet. Located in Section 1, Sherman Township.
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.

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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 11-4-2020

Iowa Regional Utilities Association
Name of Company (Applicant - Permittee)


by Gayla E. Hannagan, Phone no. 641-792-7011
Permit Manager

Recommended for Approval:

Date 11-4-20


County Engineer Phone no. 515-382-7355

Approved:

Date 11-10-2020


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.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Leanna Harter, AICP, CFM, County Outreach and Special Projects Manager, 800 6th Street, Nevada, Iowa 50201 515-382-7247

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF
SUPERVISORS
Resolution #21-34 Amending the Urban Renewal Plan
Story County Urban Renewal Area**

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa counties by Chapter 403 of the *Code of Iowa*, a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, the Story County Board of Supervisors by prior resolution established the URBAN RENEWAL PLAN-STORY COUNTY URBAN RENEWAL AREA for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which would facilitate the undertaking of a new urban renewal project in the Urban Renewal Area; and

WHEREAS, notice of a public hearing by the Story County Board of Supervisors on the proposed Amendment was heretofore given in compliance with the provisions of Chapter 403 of the *Code of Iowa*, and the Board of Supervisors conducted said hearing on November 10, 2020; and

WHEREAS, notices for a consultation meeting were sent to the effective taxing entities including: Ames CSD, Ballard CSD, City of Ames, City of Cambridge, City of Story City, City of Zearing, Colo-NESCO CSD, Howard Township, Lincoln Township, Roland-Story CSD, Union Township, and Washington Township; and the consultation meeting was held on the 15th day of September 2020; and responses to any comments or recommendations received following the consultation meeting were made as required by law.

NOW THEREFORE BE IT RESOLVED by the Story County Board of Supervisors, Story County, Iowa, as follows:

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this Board of Supervisors the proposed economic development under the Amendment is necessary and appropriate to facilitate the proper growth and development of Story County in accordance with sound planning standards and local community objectives.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Dated this 10th day of November, 2020.


Chairperson, Board of Supervisors

Attest:


County Auditor

ROLL CALL
FOR ALLOWANCE

Lauris Olson Yea 4 Nay ___ Absent ___
Lisa Heddens Yea 4 Nay ___ Absent ___
Linda Murken Yea 4 Nay ___ Absent ___

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0

[Signature] Above tabulation made by *[Signature]*
CHAIRPERSON

**URBAN RENEWAL PLAN
STORY COUNTY URBAN RENEWAL AREA
November 2011**

***Amended October 2013
Amended May 2016
Amended August 2017
Amended November 2020***

***Amended September 2014
Amended September 2016
Amended August 2018***

***Amended October 2015
Amended June 2017
Amended October 2019***

I. INTRODUCTION

Chapter 403 of the *Code of Iowa* authorizes counties to establish areas within their boundaries known as "urban renewal areas," and to exercise special powers within these areas, including financing projects using property taxes generated from incremental property tax valuations.

County boards of supervisors may create "economic development" urban renewal areas. An economic development urban renewal area may be any area of a county, which has been designated by the board of supervisors as an area which is appropriate for commercial or industrial enterprises and in which the county seeks to encourage further development.

The process by which an economic development urban renewal area may be created begins with a finding by a board of supervisors that such an area needs to be established within the County. An urban renewal plan is then prepared for the area. The Board of Supervisors must hold a public hearing on the urban renewal plan, following which, the Board may approve the plan and may adopt a tax increment ordinance.

~~More than two dozen counties in Iowa have created economic development urban renewal areas in the last decade, and, more recently, a number of counties have created these areas primarily on the basis of the significant new taxable valuation that is related to the development of "wind farms."~~

This document is intended to serve as the Urban Renewal Plan for an urban renewal area in Story County, Iowa (the "County") to be known as the Story County Urban Renewal Area (the "Urban Renewal Area"). The largest amount of new taxable valuation to be included in the Urban Renewal Area will be derived from the wind turbines located in Lincoln, Sherman, and Warren Townships, in the northeast portion of the County.

This 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.

II. PROPERTY TO BE INCLUDED IN URBAN RENEWAL AREA

Using the authority in Chapter 403 of the *Code of Iowa*, the County Board of Supervisors has determined to include the following taxable property within the Urban Renewal Area:

1. Story Wind LLC and Garden Wind LLC wind farm turbine properties located in Lincoln, Sherman, and Warren Townships. (List of County tax parcel numbers attached as Exhibit A)
2. Demonstration wind turbine property located in Grant Township (County tax parcel numbers 10-13-100-301 and 10-13-300-106)
3. Vetter Equipment property located at the intersection of Highway 30 and 590th Avenue (County parcel number 10-09-400-400)
4. Wind turbines as identified by the following County parcel numbers: 01-01-100-201; 01-01-100-101; 15-24-200-101; 04-05-100-101; 03-29-200-301; and 03-29-200-401.

5. Wind turbines as identified by the following County parcel numbers: 10-10-100-400, 10-10-100-400, 10-10-300-100, 10-16-200-200, 11-05-400-100, 13-27-300-200, 13-27-400-200 and 13-27-400-400.

In addition, the Board of Supervisors has determined to include the following property within the Urban Renewal Area on which projects will be constructed:

1. Dakins Lake County Park (County tax parcel number 04-16-400-125) including acquisition of additional adjoining property (County tax parcel number 04-16-400-105)
2. Right-of-way of Country Club Road from the Nevada city limits south to 260th Street.
3. One-quarter mile of 590th Avenue north of its intersection with Highway 30
4. City of Collins, Iowa – Proposed improvements to Collins Wellness Center for purchase and implementation of new scanner entry system; expansion of programs and services; and additional equipment purchases (County tax parcel number 16-21-160-575).
5. Colo-Nesco Community School District – Proposed construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
6. City of Kelley, Iowa – Construct enclosure around post office boxes (County tax parcel number 09-32-474-600).
7. City of McCallsburg, Iowa – Water looping project throughout the community to help improve water quality for residents near existing dead ends, helps increase the flow of water, such as in cases of need for fire suppression, and also help create a secondary supply of water in cases where a water main line needs to be shut down in a certain area (such as a water main line break).
8. City of Roland, Iowa – Removal and disposal of asbestos containing materials on property located at 218 North Main Street. (County tax parcel number 02-14-360-340).
9. City of Zearing, Iowa – Building purchase and remodel and rehabilitation of building (County tax parcel number 04-21-254-335).
10. City of Collins - Work on water lines as a result of US Hwy 65 re-grade.
11. Colo-Nesco Community School District – Proposed Phase II of playground construction (County tax parcel number 04-21-205-240)
12. City of Huxley – Proposed hard surfacing of one-mile of Heart of Iowa Trail from US Highway 69 to Trailridge Park.
13. City of Kelley – Construction of new six-inch water main on Hubbel Street.
14. City of Maxwell – Installation of curb and gutter along Trotter Blvd.
15. City of Nevada – Construction of Clock Tower Center.
16. City of Slater – Main Street improvements from Story to Tama Streets.
17. City of Zearing – Building renovations at 107 West Main Street.
18. Colo-Nesco Community School District – Phase III construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
19. City of Huxley – Centennial Park playground expansion.
20. City of Cambridge - Construction of new multi-functional municipal building.
21. City of Slater – Main Street improvements to corner of Main Street and Marshall.
22. City of Slater – Acquisition and renovation of 404/406 Main Street.
23. City of Story City – South Park project.
24. Praeri Rail Trail Extension Planning and Construction.
25. Tedesco Environmental Learning Corridor – Phase 1, Phase 2 and Phase 3 at the Iowa State University Research Park - Financing the design, construction and facilitation of certain improvements and other work to serve the Tedesco Environmental Learning Corridor as described in the approved "Agreement for Public Improvements and Other

Work Pertaining to the Iowa State University Research Park Phase III" including:

- Native vegetation and restoration within the Tedesco Environmental Learning Corridor
 - Limited amount of mowed greenspace within the Tedesco Environmental Learning Corridor
 - Trails generally as shown on Exhibit B, both within and outside of the Tedesco Environmental Learning Corridor
 - Bridges over streams and waterways
 - Stream/Channel restoration
 - Removal of invasive species and replacement with native species
 - Assisting in the design of storm water management and treatment features within the Tedesco Environmental Learning Corridor
 - Maintenance and management of storm water management and treatment features (from outlet of storm sewer service line from HUB Building to stream) within the Tedesco Environmental Learning Corridor
 - All other items within the Tedesco Environmental Learning Corridor
 - unless specified otherwise including, without limitation federally designated wetlands or wetlands mitigation areas.
26. City of Collins – Demolition and revitalization of buildings along Main Street.
27. City of Story City – Proposed improvements to North Park Project.
28. City of Cambridge – Construction of Cambridge Community Center.
29. City of Huxley – All-inclusive playground structure installation at Nord Kalsem Park.
30. City of Slater – Decorative sidewalk, parking area replacement and decorative street lighting along Main Street.
31. City of Gilbert – Main Street paving and utility reconstruction from Mathews Drive to 545' north of 2nd Street
32. City of Cambridge - Utility Re-Location
33. City of Slater - Main Street Revitalization—north and south side of Main Street from Story Street to Marshall Street
34. City of Story City - Proposed improvements: 1) Boulevard Gateway Signage; 2) New benches and trash receptacles; 3) Addition of bike racks; 4) Building lights; 5) History plaques.
35. City of Cambridge - 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.
36. City of Maxwell - Water main improvements along Main Street
37. City of Nevada - Installation of new digital sign within existing structure of outdoor sign
38. City of Roland - Replacement of existing community pool
39. City of Story City - Story City Carousel Pavilion Renovation Project
40. City of Zearing - Construction of permanent restroom structure as development of Minerva Creek Park
41. City of Collins - Construction of retention area in southeastern part of town
42. City of Ames - Downtown Ames beautification overhaul
43. City of Story City - Interstate 35 business sign enhancement
44. City of Zearing – Zearing community LED signage

A map showing the location of each of these properties is set out as Exhibit B.

III. URBAN RENEWAL AREA OBJECTIVES

The primary objectives of the Board of Supervisors in creating the Urban Renewal Area are to use incremental property tax revenues to finance public improvements that are intended

to promote the quality of life for all residents of Story County and to encourage private investment and development that will lead to greater job retention, creation of new jobs, an increase in the tax base and the promotion of economic growth throughout the County.

IV. INITIAL PROJECTS

The Board of Supervisors has reviewed a number of possible projects that would be consistent with the objectives set out above and has determined that the following projects could be undertaken effectively during the current fiscal year:

1. Improvements to Dakins Lake County Park, including acquisition of adjacent property
2. Construction of bike trail on Country Club Road from the Nevada city limits south to 260th Street
3. Paving one-quarter mile of 590th Avenue north of its intersection with Highway 30

V. ADDITIONAL PROJECTS

The Board of Supervisors has reviewed a number of requests submitted during August 2013, 2014, 2015, 2016, 2017, and 2019 that would be consistent with the objectives set out above and has determined that the following projects could be undertaken effectively during the current fiscal year and fiscal year 2020:

- City of Collins, Iowa – Proposed improvements to Collins Wellness Center for purchase and implementation of new scanner entry system; expansion of programs and services; and additional equipment purchases (County tax parcel number 16-21-160-575).
- Colo-Nesco Community School District – Proposed construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- City of Kelley, Iowa – Construct enclosure around post office boxes (County tax parcel number 09-32-474-600).
- City of McCallsburg, Iowa – Water looping project throughout the community to help improve water quality for residents near existing dead ends, helps increase the flow of water, such as in cases of need for fire suppression, and also help create a secondary supply of water in cases where a water main line needs to be shut down in a certain area (such as a water main line break).
- City of Roland, Iowa – Removal and disposal of asbestos containing materials on property located at 218 North Main Street. (County tax parcel number 02-14-360-340).
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- E. Cleveland Street (County tax parcel number 04-21-205-240).
- City of Huxley – Centennial Park playground expansion.
- City of Cambridge – Construction of new multi-functional municipal building.
- City of Slater – Main Street improvements to corner of Main Street and Marshall.
- City of Slater – Acquisition and renovation of 404/406 Main Street.
- City of Story City – South Park project.
- Praeri Rail Trail Extension Planning and Construction.
- Tedesco Environmental Learning Corridor – Phase 1, Phase 2 and Phase 3 at the Iowa State University Research Park - Financing the design, construction and facilitation of certain improvements and other work to serve the Tedesco Environmental Learning Corridor as described in the approved "Agreement for Public Improvements and Other Work Pertaining to the Iowa State University Research Park Phase III" including:
 - Native vegetation and restoration within the Tedesco Environmental Learning Corridor
 - Limited amount of mowed greenspace within the Tedesco Environmental Learning Corridor
 - Trails generally as shown on Exhibit B, both within and outside of the Tedesco Environmental Learning Corridor
 - Bridges over streams and waterways
 - Stream/Channel restoration
 - Removal of invasive species and replacement with native species
 - Assisting in the design of storm water management and treatment features within the Tedesco Environmental Learning Corridor
 - Maintenance and management of storm water management and treatment features (from outlet of storm sewer service line from HUB Building to stream) within the Tedesco Environmental Learning Corridor
 - All other items within the Tedesco Environmental Learning Corridor
 - unless specified otherwise including, without limitation federally designated wetlands or wetlands mitigation areas.
- City of Collins – Demolition and revitalization of buildings along Main Street.
- City of Story City – Proposed improvements to North Park Project.
- City of Cambridge – Construction of Cambridge Community Center.
- City of Huxley – All-inclusive playground structure installation at Nord Kalsem Park.
- City of Slater – Decorative sidewalk, parking area replacement and decorative street lighting along Main Street.
- City of Gilbert – Main Street paving and utility reconstruction from Mathews Drive to 545' north of 2nd Street
- City of Cambridge - Utility Re-Location
- City of Slater - Main Street Revitalization—north and south side of Main Street from Story Street to Marshall Street
- City of Story City - Proposed improvements: 1) Boulevard Gateway Signage; 2) New benches and trash receptacles; 3) Addition of bike racks; 4) Building lights; 5) History plaques.
- City of Cambridge - 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 Maxwell - Water main improvements along Main Street
- City of Nevada - Installation of new digital sign within existing structure of outdoor sign
- City of Roland - Replacement of existing community pool
- City of Story City - Story City Carousel Pavilion Renovation Project

- City of Zearing - Construction of permanent restroom structure as development of Minerva Creek Park
- City of Collins - Construction of retention area in southeastern part of town
- City of Ames - Downtown Ames beautification overhaul
- City of Story City - Interstate 35 business sign enhancement
- City of Zearing – Zearing community LED signage

VI. TAX INCREMENT FINANCING PROCEDURES

As part of the establishment of the Urban Renewal Area, the County will adopt an ordinance to designate certain taxable property within the Urban Renewal Area from which the property taxes generated from new private development may be used to pay costs of urban renewal projects, including construction of public improvements. The use of these tax revenues in this manner is known as tax increment financing ("TIF").

Depending on the date on which debt is initially certified, an original taxable valuation is established for the property that has been designated in the ordinance, which is known as the "base valuation." The "base valuation" is the assessed value of the taxable property in an Urban Renewal Area as of January 1 of the calendar year proceeding the calendar year in which the County first certifies the amount of any obligations payable from TIF revenues to be generated within that Urban Renewal Area. When the value of this taxable property increases by virtue of new construction or any other reason, the difference between the base valuation and the new property value is the "tax increment" or "incremental value."

It is expected that the County will incur debt that can be certified by December 1, 2011, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2010. For new properties added with amendments approved October 2013, it is expected that the County will incur debt that can be certified by December 1, 2013, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2012. For new properties added with amendments approved October 2015, it is expected that the County will incur debt that can be certified by December 1, 2015, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2014. For new properties added with amendments approved September 2016, it is expected that the County will incur debt that can be certified by December 1, 2016, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2015.

Procedurally, after tax increment debt has been incurred within an Urban Renewal Area, property taxes levied by the county, the school districts, townships and the area college against the incremental value, with the exception of taxes levied to repay debt incurred by those jurisdictions and the school district physical plant and equipment levy, are allocated by state law to the County's tax increment fund rather than to each jurisdiction. These new tax dollars are then used to repay any tax increment obligation incurred in the Urban Renewal Area.

VII. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the Board of Supervisors and will remain in effect until it is repealed by the Board. The collection of incremental property tax revenues will be limited by state law to no more than twenty years following the fiscal year in which the first such revenues are collected.

VII. PLAN AMENDMENTS

This Urban Renewal Plan may be amended in accordance with the procedures set forth

in Chapter 403 of the *Code of Iowa* in order to carry out any purposes consistent with Chapter 403 of the *Code of Iowa*, to add other taxable property that may produce incremental revenues and to add projects that may be financed from incremental revenues.

VIII. COUNTY FINANCIAL INFORMATION

Chapter 403 of the *Code of Iowa* requires that any urban renewal plan include certain information about County general obligation debt, the legal ability to incur additional debt and the amount of proposed debt to be incurred that would be eligible to be paid from Incremental property taxes. This chart shows that information for Story County and the Story County Urban Renewal Area (December 1, ~~2019~~ 2020).

Outstanding general obligation debt	—\$815,000 \$0
Current constitutional debt limit	\$410,894,835 \$426,187,688
TIF debt incurred	\$4,959,800

This chart shows that information for Story County and the Story County Urban Renewal Area as amended (October ~~2019~~ 2020):

Outstanding general obligation debt	—\$815,000 \$0
Current constitutional debt limit	\$410,894,835 \$426,187,688
Proposed TIF debt to be incurred	\$43,809
Existing TIF debt	\$4,959,800 \$3,559,623

EXHIBIT A

County Tax Parcel	# of Turbines	Description	County Tax Parcel	# of Turbines	Description
03-12-300-101	1	GARDEN WIND LLC	04-35-100-201	1	STORY WIND LLC
03-12-300-201	2	GARDEN WIND LLC	04-35-100-301	1	STORY WIND LLC
03-12-400-101	1	GARDEN WIND LLC	04-35-200-101	2	STORY WIND LLC
03-13-400-201	1	GARDEN WIND LLC	04-36-100-401	1	STORY WIND LLC
03-25-100-401	1	STORY WIND LLC	04-36-200-301	2	STORY WIND LLC
03-25-200-301	2	STORY WIND LLC	04-36-200-401	1	STORY WIND LLC
03-25-200-401	1	STORY WIND LLC	04-36-300-101	1	STORY WIND LLC
04-04-100-101	1	GARDEN WIND LLC	08-02-100-101	1	STORY WIND LLC
04-04-100-201	1	GARDEN WIND LLC	08-02-100-201	2	STORY WIND LLC
04-04-200-101	1	GARDEN WIND LLC	08-04-200-101	1	STORY WIND LLC
04-04-300-401	2	GARDEN WIND LLC	08-04-200-201	1	STORY WIND LLC
04-04-400-301	1	GARDEN WIND LLC	08-08-100-401	1	STORY WIND LLC
04-06-100-201	1	GARDEN WIND LLC	08-08-200-301	1	STORY WIND LLC
04-06-200-101	2	GARDEN WIND LLC	08-08-200-401	2	STORY WIND LLC
04-08-100-301	1	GARDEN WIND LLC	08-09-100-301	1	STORY WIND LLC
04-08-100-401	1	GARDEN WIND LLC	08-09-100-401	2	STORY WIND LLC
04-17-100-101	1	GARDEN WIND LLC	08-10-300-201	1	STORY WIND LLC
04-17-100-201	1	GARDEN WIND LLC	08-10-400-101	2	STORY WIND LLC
04-17-200-101	1	GARDEN WIND LLC	08-10-400-201	1	STORY WIND LLC
04-18-200-101	1	GARDEN WIND LLC	08-11-300-101	1	STORY WIND LLC
04-18-200-201	1	GARDEN WIND LLC	08-11-300-201	1	STORY WIND LLC
04-18-300-101	1	GARDEN WIND LLC	08-13-100-201	1	STORY WIND LLC
04-18-400-101	1	GARDEN WIND LLC	08-13-200-101	2	STORY WIND LLC
04-27-300-101	1	STORY WIND LLC	08-14-200-101	1	STORY WIND LLC
04-27-300-201	2	STORY WIND LLC	08-14-200-201	1	STORY WIND LLC
04-28-300-201	1	STORY WIND LLC	08-15-300-101	1	STORY WIND LLC
04-28-400-101	2	STORY WIND LLC	08-15-300-201	1	STORY WIND LLC
04-28-400-201	1	STORY WIND LLC	08-15-400-101	2	STORY WIND LLC
04-29-100-301	1	STORY WIND LLC	08-15-400-201	1	STORY WIND LLC
04-29-100-401	2	STORY WIND LLC	08-16-100-401	2	STORY WIND LLC
04-29-200-301	1	STORY WIND LLC	08-16-200-301	1	STORY WIND LLC
04-30-100-301	1	STORY WIND LLC	08-16-200-401	1	STORY WIND LLC
04-30-100-401	1	STORY WIND LLC	08-22-300-101	1	STORY WIND LLC
04-30-200-301	1	STORY WIND LLC	08-22-300-201	2	STORY WIND LLC

04-30-200-401	2	STORY WIND LLC	08-22-400-101	2	STORY WIND LLC
04-31-100-301	1	STORY WIND LLC	08-22-400-201	1	STORY WIND LLC
04-31-100-401	1	STORY WIND LLC	08-23-100-301	2	STORY WIND LLC
04-31-200-301	2	STORY WIND LLC	08-25-300-151	3	STORY WIND LLC
04-31-200-426	1	STORY WIND LLC	08-25-400-201	2	STORY WIND LLC
04-32-100-301	1	STORY WIND LLC	08-26-300-101	1	STORY WIND LLC
04-32-100-401	2	STORY WIND LLC	08-26-300-201	1	STORY WIND LLC
04-32-200-301	1	STORY WIND LLC	08-26-400-106	1	STORY WIND LLC
04-32-200-401	1	STORY WIND LLC	08-26-400-126	1	STORY WIND LLC
04-33-300-106	1	STORY WIND LLC	08-26-400-226	1	STORY WIND LLC
04-33-300-206	2	STORY WIND LLC	08-35-200-301	2	STORY WIND LLC
04-34-400-101	1	STORY WIND LLC	08-36-200-301	2	STORY WIND LLC
04-34-400-201	1	STORY WIND LLC	08-36-200-401	1	STORY WIND LLC
Added Properties - October 2013					
County Tax Parcel	# of Turbines	Description	County Tax Parcel	# of Turbines	Descriptions
01-01-100-101	1	Hamilton Wind Energy, LLC	04-05-100-101	1	Ag Land Energy 4, LLC
01-01-100-201	1	Story Wind Energy, LLC	03-29-200-301	1	Ag Land Energy 3, LLC
15-24-200-101	1	Ag Land Energy 2, LLC	03-29-200-401	1	Ag Land Energy 1, LLC
Added Properties - October 2016					
County Tax Parcel	# of Turbines	Description	County Tax Parcel	# of Turbines	Descriptions
10-10-100-401	2	OPTIMUM WIND 3/4	10-16-200-201	1	OPTIMUM WIND 6
10-10-300-101	1	OPTIMUM WIND 5	13-27-300-201	1	MICHELANGELO 1
11-05-400-101	1	OPTIMUM WIND 7			
13-27-400-401	1	MICHELANGELO 3			

EXHIBIT B
Map showing taxable property and location of projects to be undertaken in Story County
Urban Renewal Area

Story County Urban Renewal Plan



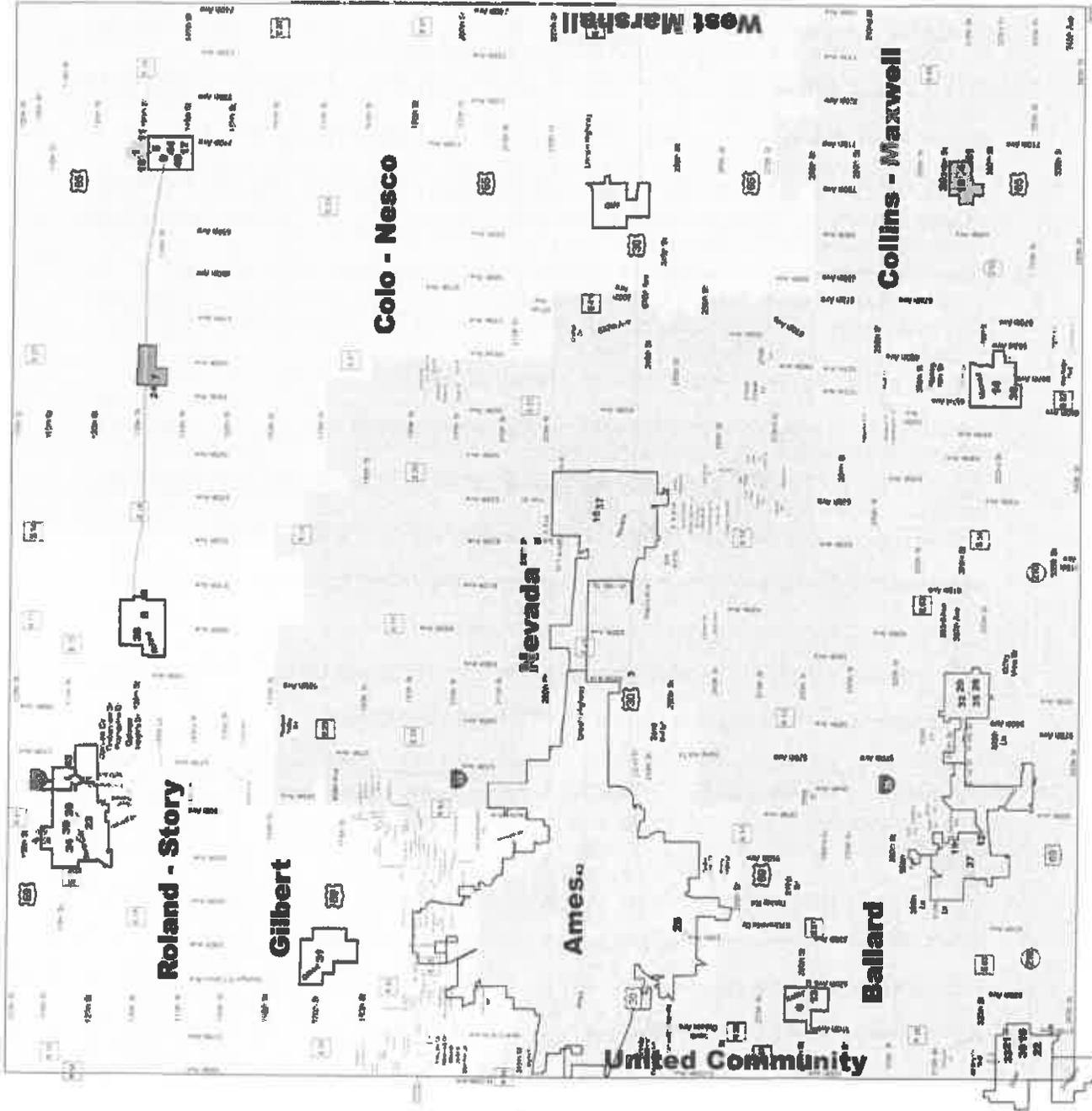
Legend

-  Ames School District
-  Ballard School District
-  Collins - Maxwell School District
-  Colo - Nesco School District
-  Gilbert School District
-  Nevada School District
-  North Polk School District
-  Roland - Story School District
-  United Community School District
-  West Marshall School District
-  County Boundary
-  Roads
-  City Limits



0 0.5 1 2 3 4 Miles

Map prepared on October 8, 2021 by Story County Geographic Information Systems



Key to Urban Renewal Projects

- 1 Improvements to Dakins Lake (County tax parcel number 04-16-400-125) including acquisition of additional adjoining property (County tax parcel number 04-16-400-105)
- 2 Construction of bike trail along right-of-way of Country Club Road from the Nevada city limits south to 260th Street
- 3 Paving ¼ mile along 590th Avenue north of its Intersection with Highway 30
- 4 City of Collins: Programming improvements at Wellness Center for purchase and implementation of new scanner entry system; expansion of programs and services; and additional equipment purchases (County tax parcel number 16-21-160-575)
- 5 Colo-Nesco Community School District – Proposed construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- 6 City of Kelley, Iowa – Construct enclosure around post office boxes (County tax parcel number 09-32-474-600).
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- 24 Praeri Rail Trail Extension Planning and Construction.
- 25 Iowa State University Research Park Tedesco Environmental Learning Corridor Phase 1, Phase 2 and Phase 3
- 26 City of Collins – Demolition and revitalization of buildings along Main Street.
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- 42 City of Ames - Downtown Ames beautification overhaul
- 43 City of Story City - Interstate 35 business sign enhancement
- 44 City of Zearing – Zearing community LED signage

**RESOLUTION NO. 21-36
APPROPRIATIONS AMENDMENT**

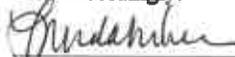
WHEREAS, Resolution No. 20-105 dated June 30, 2020 set appropriations by department for Fiscal Year 2021, and

WHEREAS, Resolution No. 21-15 dated August 25, 2020 amended appropriations by department for Fiscal Year 2021, and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Story County, Iowa, to amend department appropriations by the following amounts:

<u>Dept# & Name</u>	<u>\$ Amount</u>	<u>Dept# & Name</u>	<u>\$ Amount</u>
01 – Board of Supervisors	542,682	02 – Auditor	512,247
03 – Treasurer	445,985	04 – Attorney	1,558,749
05 – Sheriff	4,950,695	07 – Recorder	224,980
08 – Animal Control	242,492	20 – Engineer	3,704,325
21 – Veteran Affairs	59,569	22 – Conservation	1,171,145
23 – Env Health	171,845	24 – IRVM	137,010
25 – Community Services	208,137	26 – Community Life	49,125
50 – Human Services Center	230,362	51 – Facilities Management	751,976
52 – Info Technology	639,157	53 – Plan & Development	164,475
54 – Justice Center	448,132	59 – Dept of Human Serv	32,600
60 – Mental Health	1,614,158	61 – Juv Court Serv	50,025

The above resolution was adopted by the Board of Supervisors of Story County, Iowa, on the 10th day of November, 2020 and the Auditor is directed to correct her books accordingly.

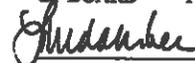


Chairperson, Board of Supervisors

Attest: 

County Auditor

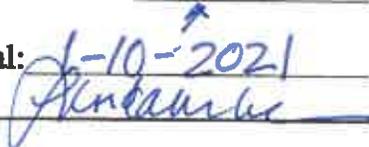
ROLL CALL	Lauris Olson	Yes <input checked="" type="checkbox"/>	Nay	Absent
FOR ALLOWANCE	Lisa Heddens	Yea <input checked="" type="checkbox"/>	Nay	Absent
	Linda Murken	Yea <input checked="" type="checkbox"/>	Nay	Absent

ALLOWED BY VOTE
OF BOARD Yes 3 Nay 0 Absent 0
 Above tabulation made by 
CHAIRPERSON

Hiring Freeze Exemption Request

Position Title: HR Intern Date Submitted: 11/10/2020

Division/Department: Human Resources Preferred Start Date: 12/15/2020

Requestor: Noelle McLatchie Board Approval: 6-10-2021


What job function will this position serve?

This position provides support to the Human Resources Department and assists with the management of many programs. This is also an opportunity for Story County to provide real life experience to students.

Why do you consider this position to be essential?

There are certain times during the year where this position helps us fill the gaps in the current HR professionals workload (open enrollment, negotiations, training, budgeting). The intern has allowed us to keep our full-time staffing levels consistent while providing the same level of service. The intern can assist others when we aren't available.

What are the consequences if this position is not filled?

In recent years we have increased our services by adding additional programs such as recognition, professional development, assisting with recruitment and increased opportunities through wellness. We may have to limit the opportunities with some of these programs due to other HR staff concentrating on immediate issues. It could also cause delay for non-immediate issues and we strive to address items timely.

Is it possible for the job responsibilities to be performed by other staff?

Yes, but it would reduce response time and increase work load for current staff. It would increase the amount of hours staff would work in and outside of the office.

What are the funding sources for this position?

This position has already been approved for the FY21 budget. This position was filled until recently.

How will the department/office manage its work if this position is not authorized?

Additional work hours will be required for the current HR professionals.

October 23, 2020

Story County Board of Super Visors
900 Sixth Street
Nevada, IA 50201

Dear Story County Board of Supervisors,

The expansion of services across our county are vital to the growth and quality of life for the citizens. One of the services that has shown a strong need for improvement during the pandemic is broadband coverage.

The Greater Des Moines Partnership reached out to the Ames Economic Development Commission about partnering on a Broadband Study. We were presented with a proposal by HRGreen to conduct the study. The ask of the county is for \$20,000.00 to participate. The Greater Des Moines Partnership has invited Adair, Boone, Dallas, Guthrie, Jasper, Madison, Marion, Marshall, Polk, Poweshiek, Story and Warren Counties.

This study is aimed to identify underserved areas by working with newly updated State of Iowa Coverage maps, public input surveys and zip code. For the study the bulk of the expense, \$178,590 of the \$338,940, is from data collection where HRGreen plans to do an online business/resident survey. HRGreen will develop "High Level Costs" they will define 15 routes to serve areas that lack adequate broadband. HRGreen will develop a Broadband Strategic Plan for broadband expansion in the region based off GIS mapping showing gaps in coverage and identifying possible investors.

We believe the \$20,000.00 request is a wise investment in the betterment of Story County.

Sincerely,



Daniel A. Culhane
President & Chief Executive Officer

APPROVED **DENIED**

Board Member Initials: JMU

Meeting Date: 11-10-2020

Follow-up action: \$20,000.00 from general

SUBMITTED BY



BROADBAND INFRASTRUCTURE ANALYSIS

Proposal For
THE GREATER DES MOINES PARTNERSHIP



In Partnership With



TABLE OF CONTENTS

1	Section 1: Letter of Transmittal
2	Section 2: Project Understanding
3	Section 3: Our Approach
13	Section 4: An Exceptional Team
16	Section 5: Project Team
23	Section 6: Similar Experience
28	Section 7: Schedule
29	Section 8: Cost

SECTION 1: LETTER OF TRANSMITTAL

August 7, 2020

Mike Colwell
The Greater Des Moines Partnership
700 Locust St., Suite 100
Des Moines, IA 50309



Re: Broadband Infrastructure Analysis

Dear Mike and Selection Committee,

The Greater Des Moines area is riding a wave of positive momentum, with national recognition as a best place to live, make a career and grow a business. The Greater Des Moines Partnership has played a key role by developing initiatives to support this progress, and should be congratulated for recognizing how crucial broadband connectivity will be to its future, particularly as we begin to envision a post-pandemic world in which distance learning, work-from-home and telemedicine are so crucial to the future of businesses and residents.

Your selection of a consulting team to advance this program is crucial. Unlike other consultants who step back and study the issue with vague, loosely-defined paths forward, the **HR Green** team will create and deploy an operational system to drive real change in the region. We will help the Partnership deploy an active, technology-enabled marketplace where consumers, businesses and service providers can interact, access funding and build projects that deliver the promise of broadband to underserved rural and urban neighborhoods.

To accomplish this aggressive goal, we have assembled a strong local team that understands the region's challenges, and that has conceptualized and delivered industry-leading solutions at a national level.

- **HR Green** will be the prime consultant on the project, with more than 100 years of service to local governments. We helped West Des Moines operationalize a citywide conduit system concept, a groundbreaking project and a precursor to its recent partnership with Google Fiber.
- **Kielkopf Advisory Services** and **SmartSouce Consulting** possess unparalleled expertise in outreach and planning for rural and municipal broadband solutions in the state of Iowa. We are working closely with them to study solutions in Fort Dodge, IA.
- **Bâton Global** joins our team and brings both advanced research capabilities and the ability to connect deeply with the private sector. As you know, Bâton Global delivered the Partnership's highly successful Des Moines Forward pandemic playbook.

We hope our proposal resonates with the Partnership to not only measure the problem but as a new model for broadband expansion in the region. We take pride in the progress our region has made, and are excited to build a system that enables the unserved in the region to participate more fully in the region's ongoing renaissance.

We certify that the following submittal and all information contained therein is accurate and that we do not take exceptions to contract considerations listed in Section III of the RFP.

Sincerely,

HR GREEN, INC.

Edward Barrett
Practice Leader - Fiber and Broadband Services

Ken Demlow
Local Project Manager



Broadband Infrastructure Analysis

▷ Greater Des Moines Partnership

SECTION 2: PROJECT UNDERSTANDING

We are excited about this project and want to congratulate the Greater Des Moines Partnership for envisioning it and bringing it to this point. Your vision and scope are groundbreaking, and, through that innovation, what is accomplished in this project could make a real difference for businesses and residents throughout Greater Des Moines. And, it could provide intriguing opportunities for those who want to invest in this critical infrastructure.

Any project that is innovative and encompassing a large area can also have components that can present challenges. The size of ten counties (with two more possible) creates opportunity, but also has several factors to be managed. The fact that this is a new approach requires experience in developing innovative paths – that lead to solutions.

We are very familiar with helping our clients navigate industry leading innovation – and at scales that presented challenges. Some comparable examples are West Des Moines, the Aurora Highlands and Elk Grove Village. In West Des Moines, we helped develop the proof of concept for colocation and partnerships that provided the foundation for their partnership with Google. This is a new model of public, private partnerships. In the Aurora Highlands in Colorado, we developed a new model for telecommunications in new developments. Participants communicated that this was a new model that they wanted to continue. With Elk Grove Village, IL, we have created a new model for 5G deployment that major carriers have commented is helping them create this new way of collaboration.

We have focused on arranging our team and putting together a plan to maximize the opportunities in your project and to overcome the possible challenges. In our proposal we think you will see a team that brings together the experience, tools, unmatched local knowledge with national successful projects and the ability to scale as needed. These will all be needed to make your project successful and we have intentionally matched them to the needs of your project.

From the reservoir of experience withing our team, we have identified the inflection points of the opportunities and challenges in your project. How those are handled will likely determine the level of success of your project. The consultants you hire will need to see these and provide the mixture of experience, tools and scale that will avoid these possible detours to stay on the path to real outcomes that are successful. Below are some of the more critical issues:

1. DATA - Because this is such a large area with such diverse constituents, having good data for analysis in a timely manner is not a given. Your consultant will need to provide a backdrop of data (to ensure there is enough, accurate data for analysis and decisions); and, a way to proof and perfect that data. Without both, you might not have enough data or the right data to analyze and make decisions. This is significant and our experience tells us that unless your consultants have thought and planned for this, you either might not get the data you need or getting it could drag out the project beyond useful limits. In our proposal, you will see the team, tasks and tools we have aligned for successful data gathering.



2. ANALYSIS – How the data is used and understood will also be a key of success. If done right, there should be a lot of data. That data will need to be analyzed and put into tools and formats that can lead to next steps. This takes experience and tools that are adaptive and nimble. Our team has examples of those, and perhaps just as important, these successful tools have been used in and around Des Moines (including some for GDMP) – along with across the Country. In our proposal you will also see the team, tasks and tools we have aligned for powerful analysis that moves data to decisions and action.

3. LANDING THE PLANES - Vague ideas and templated recommendations will not bring results. With the scope and size of your project, you need clear steps that can be taken that will build on and use the tools developed through this part of the project. It would be an easy detour to take into paralysis of analysis in a project with this many factors. As you will see in this proposal, we have taken the unique step of, based on our experience, offering some paths to solutions. These are not etched in stone (we are not suggesting these are the only outcomes that your project should lead to). But, whether a project this size will actually lead to outcomes is so important that we have already developed some possible

models that could be put into place – real outcomes with real paths to them. If the data, analysis or guidance from GMP lead to different outcomes, these are flexible enough that we can adapt them. The point is we feel this issue is so important that we are approaching your project (and encourage you) to begin with the end in mind. Then, if the end changes, as long as the tools and paths are flexible (which ours are), adaptations can be made. That puts you in a far better position for successful outcomes than trying to build the boat after you have already gotten in the water. In our proposal, you will see the team, tasks and tools we have aligned to provide an initial formulation of successful results.

4. EACH STEP AND PIECE LEAD TO THE NEXT – For this to be as powerful and impactful as it can be, each step can and should build on the achievements of the previous one. As you will see in our proposal, we provide deliverables at each step – and they build from one to the next. As an example, data fills our software. That is used for analysis and gap analysis. Those deliverables and software build options and costs that can be used in several ways. Those maps and data can be used for ongoing solutions. Each step builds to the next – not requiring reinventing. Additionally, how these can be used locally, regionally, at the State level and even possibly at the federal level are added benefits of how our tools and processes are built.

One other note about each step in our process – because we have deliverables at each step that we review with you, there are built in check points to make sure all of the factors and pieces are on track (in their direction and timing). The project management model will be discussed in more detail, but it will be critical to keeping the pieces of the project on track.

Our team and tools bring all of this to your table. In regards to our team, we think you will be able to clearly see how they were brought together intentionally for your project. In addition to having the comfort level of having worked together on different projects, we offer a complete package that focuses on having the best team for each task of your project. We strongly feel that puts your project in the position to optimize the opportunities and manage the risks.



SECTION 3: OUR APPROACH

Because your project is innovative and involves such a diverse set of stakeholders, our approach builds from two main concepts:

1. A focused plan for results. A clear plan that results in real, actionable results
2. Effective management to ensure all the pieces stay on track.

With those guiding principles, we have broken your project into two phases, with specific tasks and deliverables – guided by our teams’ deep expertise – to address the criteria in your RFP. These steps and this process will produce “...an actionable assessment of the current state of broadband in the defined area along with recommendations for providing 100% coverage to the area with speeds at or above 25 Mbps down and 3 Mbps up.”

Phase I focuses on achieving baselines. We start with the structure needed to provide the input, data and flow to achieve results. Because of the intense data analysis and the need for ongoing direction– a project steering committee and task focused stakeholder sub-committees will be very important. Meeting with them regularly will be significant in the success of the project. This will be a dynamic process, so collaboration and leadership will have an important impact.

Moving into the specific work of the project, the first task will be to collect the data necessary for analysis and decisions. There are several ways to approach developing broadband service data. There are short-cuts that provide data and are less expensive and time consuming. For example, it would be possible to use and rely on FCC 477 provider filing data (at the FCC or State level). We do not recommend relying solely on that data. There is some helpful information, but it is widely known to have serious flaws. If you want the cheapest, fastest and easiest way to provide data, that would be the path to follow.

We recommend using that data, but contemplate two additional layers of effort to validate, perfect and ensure timeliness of good data at a more localized level. In the Community Engagement Task, you will see our methodology for developing reliable data. Data collection could easily be a source of lost time, so we have customized our tools and processes to provide the most reliable path to having good and timely data. These tools and processes for data validation are expertise that we bring to your project and are not known or used by others.

Additionally, our team will use advanced technology to help you organize and understand the data. These tools will be instrumental in data collection, analysis and will play an important role in implementation of the action steps that are developed. Because detailed data is crucial to operationalizing your vision, we believe our expertise and custom approach will play a significant role in your project's success.

With the baselines of the steering team process and good data in place, we will turn to **Phase II – Analysis and Developing Options**. The tasks for this will include:

- Gap Analysis
- Provider Engagement
- Community Planning
- Action Plans

In this Phase we work on understanding the data, planning alternatives to 100% coverage by developing industry partnerships and developing options into actionable steps.

Our GIS-based tools will help us to see the gaps and formulate possibilities for filling those gaps. We have developed these tools and have used them for high level routes and costing in rural areas and large metropolitan communities. They are accurate and nimble and help you see and prioritize options and also to model different possibilities in near-real time. We developed these tools because the existing options were lacking in accuracy and in how dynamic they were. Your project will need visibility, accuracy and dynamic modeling – our tools and expertise provide all three.

As options are forming, we will work with directly with communities for their specific options and with providers to form relationships that can lead to on-ground improvements. We will provide communities with options for policies that can help them encourage investment either on their own or from providers by creating a playbook of policies that can be customized to fit the local landscape.

From our work in West Des Moines and surrounding communities, we have developed cooperative relationships with the current providers in the area. We met with them over the course of two years as we worked with them and the City to find mutually beneficial deployment options. Those are the same providers that are in the Greater Des Moines area. And, we have worked closely with several overbuilders and, if the Steering Committee thought it appropriate, at the proper time, we could include them in a discussion.

All of the Phase I and other Phase II tasks to this point lead to the creation of a robust model to identify areas that not only need, but are ready, to be served. We envision the creation of a model that allows constituents to interact with providers; that creates a marketplace for funding and prioritization, and leads to the expansion of services in underserved markets. By beginning with the end in mind, our final deliverable will create an ongoing tool that is agile and creates a path forward for the region.

Our team has pioneered solutions nationally, and our approach brings the lessons learned from these experiences on the ground in Iowa into the creation of a sustained and progress-forward model for broadband in the region. Our product is not a study to be admired in five years on a shelf, but a working model for the improvement of broadband in Greater Des Moines.

SCOPE AND DELIVERABLES

As discussed in our Approach section, your project naturally divides into two phases:

- Phase I - Achieving Baselines
- Phase II - Analysis and Developing Options.

This accurately represents the flow in this project. The first work will be having the right framework and utilizing our data collection methods to have the information needed for analysis and decisions. This data includes primarily level of services across the target area, but also infrastructure information, policies and having our tools in place and populated.

Then, with those baselines in place, we move to analysis and what that information tells us about options. In Phase II we also work with communities and providers as we explore options.

Phase 1 – Establish Baselines

TASK 1 – KICKOFF MEETING

The first step we take is to hold a kickoff meeting. This is meant to work through the important details of information flow, schedule, milestones, next steps, etc. We plan an agenda of the key topics that will get the project started in an organized and proactive way.

DELIVERABLES:

- ▷ One kickoff meeting – probably over Zoom.

TASK 2 – STEERING COMMITTEE

Strategic input by Greater Des Moines Partnership stakeholders will be needed for the consulting team to accomplish the goals and complete the deliverables. This interaction and the impact this group will need to have in inputs and implementations will play an important role in the success of the project. This is something you likely have already thought about and possibly either have this in place or have been considering it, but we list it as a Task because of its importance and the work and costs that will be associated with working with this group.

The frequency of meetings can vary by what is happening in the project at the time, but we recommend regular meetings, most likely **once per week**. Not all participants would need to be in every meeting, but a standing time to review, plan and work through details will help keep the project on track. The following are examples of guidance that we typically provide for this group:

- Be a strategic advisor for agendas and timelines; and provide insights on next steps following meetings.
- Arrange, facilitate, and record actions at meetings; also report on overall milestone achievement.
- Provide subject matter detail on agenda topics being addressed – for example, trends in workforce and business attraction related to broadband such as work from home, remote teams, and new business (particularly as applied to the evolution of the Greater Des Moines workforce).
- Facilitate discussions on topics that need to be explored in deeper detail – for example, economic impacts of broadband gaps in terms of economic growth, tax base, population, and new business formation.
- Be a strategic resource for prioritizing external analysis and data sourcing.



Examples of topics that we foresee this steering committee addressing are:

- Provide clarity on the definition of unserved and underserved, both current and future, based on data collected during the study.
- Development and structure of stakeholder committee(s) and populating them in a manner that leads to milestone achievement – there could be an important need for these in information gathering, promoting the survey, policy and implementation
- Provide feedback on the team's interpretation of the foundational broadband changes needed for the Greater Des Moines to remain competitive for business and workforce attraction given the status of underserved broadband areas.
- Ensure that the team is providing the action plan needed, and at an appropriate level of detail, regarding risk mitigation planning, high level cost estimation, timeline suggestions, and ROI opportunities.

DELIVERABLES:

- ▷ Online and in-person weekly meetings, including scheduling, online meeting arrangements and agendas.
- ▷ Meeting summaries able to be distributed to Greater DMS Partnership stakeholders and Steering Committee members.
- ▷ Presentation on subject matter relevant to each particular meeting topics.

TASK 3 - DATA GATHERING & ANALYSIS

3.1 IMPLEMENT GIS BASE MAPPING TOOL

HR Green has robust internal GIS services that will serve as the base repository for data that we receive. Our GIS tools have been customized to support public policy and strategy projects like this. Because of the depth of GIS use, we have developed tools that are an important part of our broadband feasibility and analysis. Not only do they show current information, but the tools that we developed also provide project costing information and, thus, the ability to do near-real-time “what if” modeling, a key for fluid evaluations like this one.

Many consultants will provide you with a static map. We believe it is important for you to have real-time, GIS-based information. In fact, we believe that this is a critical building block to allow you to execute a planned solution to bring broadband ubiquitously to Greater Des Moines

in the implementation phase of the project. Our tools will help you and your constituent groups better understand what you are seeing; give you the ability to explore various models; and retain the information for future phases.

This includes the integration of state of Iowa broadband maps, which will be included as a base layer for this project. However, as you will see in this scope of services, certain issues exist with these maps, which we believe must be addressed by accessing and integrating data not self-reported by incumbent providers.

The processes HR Green uses and our GIS platform data set reduces duplicating State of Iowa and other data collection sources and has the ability to provide transparent export data to ISPs engaged to solve market gap issues as a value add to State of Iowa more-granular mapping efforts.

DELIVERABLES:

- ▷ GIS database and maps.
- ▷ Interactive GIS Portal.

TASK 3.2 - INDEPENDENTLY VALIDATE SPEED AND SERVICE INFORMATION

Our team believes it is crucial to provide a deeper evaluation of actual service speeds. The RFP calls for the preference of block-by-block analysis of available service, which is not possible with state and federal broadband maps. They provide census block information, but that is skewed by reporting questions and the policy of defining an entire census block by the highest speed of any particular reported speed. To remedy this issue, our plan includes a deeper assessment through two additional tools in order to acquire actual, reported speeds at a zip-code level across the planned survey, and even consumer/business data at a more localized level.

Our approach integrates data received from a respected source of actual speed data (collected at the zip code level.) We bring that into the analysis to validate the provider data available in the state of Iowa Broadband Maps. We believe this will add significant value by helping to fill the holes frequently encountered by the state's existing mapping methodology.

This is also particularly important because it is actual speed data. Although it is not at the block level, it provides two things. First, it offers a real check against FCC and State maps. Second, given that is actual speed data, if there are any problems with getting survey results (in the next task) in either quantity or timeliness, this data can keep the project on track.

As is defined in the next task, we will provide a further validation through the use of business and residential surveys, with self-reported speed tests and other measures of satisfaction. At this point, we want to point out the multiple level verification system we use to provide analyzable and actionable data. Taken collectively, this will create a robust, and easily accessed set of data which will help advance the conversation on unserved and underserved areas in urban, suburban and rural geographies in the study area.

DELIVERABLES:

- ▷ Map of independent actual speed data.
- ▷ Report of independent actual speed data summary.

TASK 3.3 - SURVEY OF BUSINESSES AND RESIDENT IN THE GREATER DES MOINES

The consulting team has extensive Iowa experience conducting community/stakeholder outreach processes and administering community surveys that collects broadband specific data sets that routinely leads to improved access to broadband connections for citizens.

SmartSource Consulting is recognized as the leading community outreach and survey consultants in the State of Iowa. They will conduct online surveys gathering data from residents and businesses evaluating participant actual connectivity. Participation is voluntary, so we are not relying on this as the only source of data. But through defined promotion, we usually see statistically relevant responses that provide insight that fills out block level insight. This will provide actual data at the address level. Additionally, this will provide the ability to compare these findings to other Iowa communities and regional metro areas to more readily define future demand and underserved customers. This survey work typically includes:

- Survey and question design with input from consulting team and Greater Des Moines Partnership strategic stakeholders to clearly see underserved areas.
- Questions will define services, satisfaction, speed tests and consumer impacts (urban, suburban, and rural) including (1) Work from Home, (2) Education dependence, (3) quality of life including telemedicine, entertainment, and communications.
- Integrate data gathering software tools to GIS portal.
- Develop community messaging plan and local-area marketing plans, with engagement and feedback from Greater Des Moines Partnership city, county, and chamber of commerce to ensure active participation



in data-gathering processes. As a cross-reference of tasks, it will be very important for the steering committee and any stakeholder committees to take some ownership of promotion of the survey. It is important to clarify that we are proposing a proven method of promoting the survey. If respondents do not take the survey or stakeholders don't promote it, we might not see the levels of response we might hope for. If that is the case, there are other ways to promote it and we would be glad to define additional Scope and Fee. Also, we are not relying on this as the only source of data, it is just a particularly useful and insightful data set to have (particularly to get to the block level).

- Implement survey engagement including hosting a series of Facebook Live events for the overall effort; targeted-area online engagement events as needed.
- Analyze early survey results and findings to form stakeholder interview questions.
- High-level analysis of both cross-tabulated survey data and provider performance data sets.
- Subarea-level analysis at the request of specific geographic area stakeholders.
- High level analysis and report drafting.
- High level analysis and report drafting input/editing.

DELIVERABLES:

- ▷ Survey.
- ▷ Up to 5 Facebook Live events engaging the public on assessment processes.
- ▷ Draft report addendum to recommended action plan.

TASK 3.4 – STAKEHOLDER ENGAGEMENT (DATA COLLECTION)

Because our team works closely with public agencies routinely, we are keenly aware of the importance of creating alignment in key stakeholder groups. We will work with the steering committee to identify the key stakeholders to meet with to further identify the unserved or underserved needs and help define underserved demand.

Potential individuals or groups to be considered could consist of the following examples:

- Public agencies consisting of (1) Cities, (2) Counties, (3) public utilities, and (4) existing Greater Des Moines collaborations.
- Iowa Dept. of Transportation and CIO office.

- MPO and similar organizations.
- School systems and existing and their existing/planned infrastructure.
- Higher education.
- Business community & nonprofit organizations including impacts on home-based businesses and workforce attraction.
- Healthcare providers.
- Human Services Organizations: One of the key outcomes of the survey will be to identify the digital divide of underserved populations inside the metropolitan area. While rural broadband is a frequent topic of discussion, the existence of digital deserts is a reality in many communities. Our team will conduct group meetings with agencies such as the United Way and other human services groups to identify the impacts of these issues on public health and education outcomes for these groups.

- Regional Planning/ Infrastructure Involvement: HR Green is actively involved in the planning and execution of large scale, regional infrastructure programs. This outreach is crucial for the development of accurate costs on a project of this scale, as alignment with regional projects can offer significant cost savings by creating opportunities to collocate the deployment of fiber and broadband infrastructure alongside planned projects. Our team features HR Green Transportation Business Line President David Dougherty, who has more than 30 years of experience, and who is actively involved in Greater Des Moines Partnership outreach programs.

Given the number of potential organizations and stakeholders, it will be important to have a game plan that has a feasible number of meetings (either individual or group). For the purposes of this proposal, we are recommending twenty meetings (which would likely functionally mean that many would need to be group meetings).



In addition to meetings, our team will collaborate to provide stakeholder input on Facebook Live and other public-facing events as needed.

This is also the point at which we would begin to meet with Internet Service Providers. These meetings would focus on involving them in the process, building relationships and discussing infrastructure and backhaul options. As has been previously mentioned, through HR Green's work in West Des Moines, we already have two years of relationship with the area providers in similar discussions. These meetings will build on those existing relationships.

DELIVERABLES:

- ▷ Written summary reports on qualitative information provided pertinent to the overall objective.

TASK 3.5 – BROADBAND & POST-PANDEMIC NORMAL

Bâton Global will apply its strong research methods to ensure that project stakeholders have a full understanding of the impact of broadband access to broader community goals. While broadband was being recognized as the Fourth Utility prior to COVID-19, the pandemic has created a world in which remote access to telework, telemedicine and even remote education are crucial to strong communities.

Research and analysis of existing broadband usage, forecast of future needs and trends for individual households, schools, businesses, organizations and governments. There will be a strong emphasis on what has recently changed as a result of Covid-19 and where demand might settle as parts of the economy and society adapt and recover.

The report will also focus on the impacts of broadband availability on overall quality of life. We will include research and analysis on how broadband access, reliability, speed, etc. impact the quality of life when considering things like communications, entertainment, social engagement, the deployment of Internet of Things (IoT), etc. This research will include analysis comparing the impacts that access to broadband has on public engagement and social mobility.

DELIVERABLES:

- ▷ Research on mostly existing secondary data sources.
- ▷ Report on current and projected broadband trends.

Phase II – Analysis and Developing Options

TASK 1 – GAP ANALYSIS

TASK 1.1 – IMPLEMENT GIS PORTAL

To facilitate the meaningful change desired in Greater Des Moines, HR Green will create a long-term planning tool based on the collective findings of the data gathered in the first five phases of the project. Our Central Iowa Broadband Portal will be a permanent repository of maps and data which can be used by the Steering Committee and its provider partners to identify, plan and implement broadband service improvements in underserved areas of Greater Des Moines.

The portal data will provide a basis for action with three specific benefits:

- **Identify Underserved Areas:** The portal will create zones for targeted improvement by identifying unserved and underserved areas in Greater Des Moines.
- **Develop high level costs:** Our software will provide high level costs of options to deploy broadband solutions to underserved areas. We cannot map the entire ten to twelve county area, but we will help define fifteen routes to serve areas that lack adequate broadband. We are glad to work on more options and can provide additional scope to do that.
- **Identify Funded Deployment Areas:** By creating a funding source of last resort, our team will build a base of funding which can be used to extend services. Funding availability will be reported on a separate layer of the portal in order to bring partners into the process. Notably, funding can be targeted and clearly displayed should the Partnership decide to prioritize the deployment of service to socio-economically disadvantaged portions of Greater Des Moines.
- **Encourage Private Sector Investment:** Crowd Fiber will allow residents and businesses to express their interest and willingness to sign up for higher-speed service plans. The portal will display this data in order to allow providers to create plans to reach these areas which offer high take rates, leveraging private sector investment

TASK 1.2 ANALYSIS

Bâton Global provides an ability to provide macro-trend analysis specific to Greater Des Moines using the entire team's extensive community broadband development



industry knowledge. Building on their deep knowledge of the region and the data provided in Phase I, BIG will provide insight into economic benefits of improving the unserved gaps.

Our team analysis will also provide insights on the impacts of lack of broadband. Examples could include:

- Insights and data sources on macro impacts of lack of broadband access; particularly community development including IoT.
- Insights and data sources on macro impacts of lack of broadband access; particularly economic development and economic opportunities.
- Insights and data sources on macro impacts of lack of broadband access; particularly education, quality of life, and medical services.
- Market data (mostly secondary data sources) pertaining to top macro trends identified above and define how Greater Des Moines may be better or worse off than peer regions or suburbs.
- Analysis of how gaps identified in the study impact future Greater Des Moines metro-area resources, macro trends, and economic conditions/future.

DELIVERABLES:

- ▷ Greater Des Moines Impact Assessment modeling the expected macro-economic benefits from eliminating unserved gaps and mitigating unserved market impacts in the future (social, educational, business, etc.).

TASK 2 – COMMUNITY PLANNING

The combination of HR Green's community planning experience and data analysis abilities, Bâton Global's Des Moines metro strategic development and industry engagement, and Kielkopf Advisory Service's broadband development implementation experience provide a 360-degree approach benefiting Greater Des Moines Partnership stakeholders including ISP's.

Included in that approach is examining policy. Federal, State and local policy are significant drivers of the deployment of broadband across the Greater Des Moines area (for positive or for negative). It is important that the Partnership and its steering committee fully understand both the intended and unintended impacts of policy and funding decisions on a ubiquitous broadband goal.

We feel it is important to address policy as part of this project. There are two ways to approach that.



- On a community by community basis.
- At a regional level (for all or some policies).

In our proposal, we recommend working on both. Depending on the findings from Phase I, there are policies that could incentivize broadband deployment and paths in several ways. Examples could include dig once, streamlined paths and permitting for certain routes, Right of Way Management and colocation options (like West Des Moines), etc. These could be beneficial at the local level but could have significant impacts at the regional level. In either case, the steering committee and any stakeholder sub-committees will need to provide guidance and spur involvement.

This is also true for Small Cell/5G deployment. We have worked with West Des Moines, Clive, Grimes, Waukee and Johnston on these types of policies. There could be an opportunity for regional collaboration on policy – which could spur and guide broadband deployment.

Our analysis of this topic will include a robust discussion of the current threshold for broadband service, established by the FCC as 25/3 Mbps. This threshold was established five years ago and many view it – in the new post-pandemic normal – as unsuitable for the key use cases of the internet in this world.

Policy, however, is driven by Iowa's current broadband mapping, which in turn is created by self-reported provider data. Perhaps most telling, if a single home or business in a given census block has access to 25/3 Mbps service, then the entire block is considered served, even if no other home can access this service. In our research on other projects, incumbents claim 25/3 service, when actual

speeds in homes and businesses falls significantly short of this “up to” reported speed by providers offering wireless or DSL-based internet service.

The research in this phase is intended to bring about clear stakeholder understanding of the impacts of policy on broadband deployment, and the current limits on federal funding. Combined with the more detailed dives of commercial speed tests and survey, we suspect that there are many more unserved homes in the region than are reflected in the current OCIO maps.

Steps that we envision could include the following:

- Evaluate current policies.
- Develop policies related to Dig Once, design standards, small cell implementation, and congested Rights of Way management ordinances.
- Evaluate how options impact future 5G network, smart city, and more-efficient street lighting system development.
- Provide strategic-level input on policy drafts given Greater Des Moines resources, macro trends, and impacts desired by steering committee and community/stakeholder research.
- Receive public sector input on proposed policies.

DELIVERABLES:

- ▷ Steering committee meetings to discuss regional and local policy discussions and implementations – resulting in an action plan item
- ▷ Policy templates
- ▷ Research on federal and state broadband policy
- ▷ Report on state and federal broadband grants and funding sources

TASK 3 – PROVIDER ENGAGEMENT

We will have already begun meetings with providers in Phase I Task 3.4, in which we will have discussed this process and their infrastructure. We also have an individual Task to:

- Monitor how those meetings are progressing
- To discuss policy and the incentives that would be most intriguing to them (including what would be most helpful on a regional level)
- Have discussions about the gaps we are finding and how they might be able to fill them.

DELIVERABLES:

- ▷ Provider meetings.



- ▷ Report of their policy requests.

- ▷ Report and map of their ability to fill gaps.

TASK 4 – ACTION PLANS

TASK 4.1 – DEVELOP ACTION PLANS

Our data gathering (survey results and discussions with the citizens, stakeholders and PAI's) and our analysis will culminate in the preparation of a broadband strategy that creates the greatest opportunity and value to recommend implementation plans that are capable of meeting current and long-term community and regional needs. The strategic plan will include a needs assessment, identification of public/private projects, identification of underserved areas, information on statewide broadband efforts, information on statewide grant opportunities, an economic development analysis, focus group and interview results, public policy recommendations and a final, specific, action bound plan.

Our deep relationships in the provider space will enable us to identify and evaluate potential service providers whose vision and business models compliment the desired outcomes of Greater Des Moines.

Through our GIS tools, we will also provide high level costs for the prioritized options to fill the gaps for either negotiation with providers or other financing and deployment options.

This approach creates a faster- moving cycle in which partners can be identified and brought to the table more quickly and with a higher likelihood of successful progress.

DELIVERABLES:

- ▷ Broadband Strategic Plan.
- ▷ Identify Potential Partners.

TASK 4.2 FINANCING OPTIONS AND RISK ANALYSIS PROCESSES

As mentioned in the opening letter of this proposal, we feel like it is important to begin with the end in mind. From our analysis of your project, we wanted to propose financing option models that can be possible outcomes in your project. A key advantage to our team is the ability to distinguish how to propose effective business models applicable to the connectivity and funding challenges identified in the study.

TASK 4.2.1: ADDRESS MARKET GAPS

This task includes engaging the partners needed to implement a preferred plan with viable options.

- Design conceptual specifications for a Premise-level gap data platform able to be integrated, during future implementation phase, into a premise-level financing platform.
- Structure SmartSource Consulting data sets to be integrated via CrowdFiber to help identify funding options at the premise level.
- Develop strategic frameworks for multiple business models for the consulting team to evaluate detailing core value propositions, channel partners, key partners, key activities, revenue sources, financing options, operational costs, risks, and other pertinent information in a manner for the consulting team to prioritize by viability.
- Provide strategic-level input on potential business models in relation to viability given Greater Des Moines resources, macro trends, and impacts desired by the steering committee and community/stakeholder research.
- Evaluate and provide input on the viability of proposed business models, particularly pertaining to data sourcing and public-facing functionality.

DELIVERABLES:

- ▷ Asset mapping of Greater Des Moines resources able to be leveraged in potential business models.
- ▷ Up to 5 business model summaries.

TASK 4.2.2: DEVELOP CUSTOMIZED FINANCING OPTIONS

Develop financing options tailored to expanding broadband access to unserved and underserved areas identified in the study appropriate to the high-level cost estimate.

The team has extensive broadband industry experience

developing customized financing options for both urban and rural Iowa broadband developers, both from public entities, incumbent Internet Service Providers, and private sector sources. Kielkopf Advisory Services and HR Green have implemented public/private broadband partnerships, advised private Internet Service Providers on market expansion, and launched municipal utilities in both Iowa and Colorado. Bâton Global adds developing the framework to engage private-sector investors to the ability of our team to find and attract the financial capital to incentivize providers.

Steps to customized financing options to fill gaps:

- Provide GIS layers identifying potential providers and high level cost estimate on a per-premise basis.
- Aggregate unserved premises by potential ISP, public, and investor sources within GIS layers.
- Evaluate federal and state program eligibility for aggregated unserved premises.
- Model and refine financing options for local public entity and ISP debt issuance.
- Outline framework-level considerations to attract private capital.
- Receive input to ascertain evaluation-making criteria by outside parties.

DELIVERABLES:

- ▷ Proof of concept reports for financing each of the 5 (max) potential business models.

TASK 4.2.3: STRUCTURE OF SOLUTION OPTIONS

Solution options will be unique to the Des Moines metro area given the region's ISP, rural/urban and geographic diversity. Bâton Global and Kielkopf Advisory Services' experiences related to business development processes, startup operations including public/private 28E partnerships, and financial analysis abilities will be able to help ISPs, private investors, and public sector funding sources determine return on investment opportunities. In addition, HR Green's engagement with existing ISPs may lead to helping add backhaul and better understanding future expansion options that enhance retail-only ROI.

Steps to customized financing options to fill gaps:

- Engage ISPs on participating in alternative financing arrangements.
- Analyze interview results from commercial and government stakeholders to determine private capital participation options.



- Refine structural and governance options for local public entity bonding.
- Facilitate discussion with Steering Committee to prioritize options.

DELIVERABLES:

- ▷ Proof of concept for a GIS-based platform and portal identifying unserved, self-identifying underserved, and associated potential service extension costs to the associated premise.
- ▷ Business model considerations for developing a “financing entity of last resort” for connections not otherwise to be served by incumbent ISPs.
- ▷ Evaluation of ROI scenarios for a potential Greater Des Moines investor packet.

TASK 4.3 RISK MITIGATION

HR Green and Kielkopf Advisory Services' municipal financial and operational experiences are fully capable of helping cities and county stakeholders identify and mitigate risks for proposed solutions. Bâton Global adds research on best practices to consider within the strategic planning process. WE are not lawyers or insurance companies, but we can help point out risks that we can identify and offer recommendations for mitigation as much as possible.

Our team can help identify and analyze:

- Technical risks of prioritized solutions and mitigation options.
- Business risks of prioritized solutions, including incorporating survey and gap data. Provide high-level risk mitigation strategies.
- Funding mechanism, investor, and public-sector risks and mitigation strategies.

DELIVERABLES:

- ▷ Report as an addendum within the recommended action plan identifying impactful risks and mitigation options.

SECTION 4: AN EXCEPTIONAL TEAM

This team was assembled specifically for your project to bring the following unique qualities to being able to successfully accomplish the tasks and goals contained in the Broadband Infrastructure Analysis:

1. Extensive Iowa experience conducting community/stakeholder outreach processes and administering community surveys that collect broadband specific data sets that **routinely leads to improved access to broadband connections for citizens**. Processes include using online surveys evaluating market performance, supplemental group interviews for industry group stakeholders, and CrowdFiber cloud-based platforms. And able to be compared to other Iowa communities and regional metro areas to more readily define future demand and underserved customers.

Our team's process leverages HR Green's **community development experience** and SmartSource Consulting's **Iowa municipal broadband research platforms**. Bâton Global provides an ability to provide macro-trend analysis specific to the Des Moines metro using the entire team's extensive community broadband development industry knowledge, to **identify the foundational changes needed** in the future to meet keep the Des Moines metro region competitive for business and workforce attraction.

2. The team has extensive broadband industry experience developing customized financing options for both urban and rural Iowa broadband developers, both from public entities, incumbent Internet Service Providers, and private sector sources. Kielkopf Advisory Services and HR Green have **implemented public/private broadband partnerships, advised private Internet Service Providers on market expansion, and launched municipal utilities** in both Iowa and Colorado.

Bâton Global adds **engaging private-sector investors to the ability of our team to find and attract the financial capital to incentivize providers** to expand broadband access to unserved and underserved areas.

3. Identify gaps in the marketplace through an existing proprietary HR Green GIS platform that populates data sets from self-reporting at the premise level via CrowdFiber, State of Iowa and FCC ISP-reported data by census block (or more granular if available), separated by rural and urban sources that may determine outside funding eligibility, purchased speed test data sets, and other information voluntarily provided by engaged incumbent ISPs. The community/stakeholder outreach process led by SmartSource Consulting provides visibility

and education for the data collection needed for the gap analysis. This includes stakeholder resources provided by the Community Broadband Action Network to local community broadband improvement advocates.

4. 360-Degree approach. The combination of HR Green's community planning experience and data analysis abilities, BIG's Des Moines metro strategic development and industry engagement and KAS's broadband development implementation experience provide a 360-degree approach to developing an informed recommended action plan, options and roadmap amicable by Greater Des Moines Partnership stakeholders including ISP's.

5.) Mitigate Risk. HR Green and Kielkopf Advisory Services' **municipal financial and operational experiences** are fully capable of helping cities and county stakeholders identify and mitigate risks for proposed solutions. Bâton Global adds **research on best practices** to consider within the strategic planning process.

6. HR Green's proprietary GIS platform provides access to high-level cost estimates based on industry data, proven engineering conceptual designs, and the construction experience to determine feasible timelines

7. Determine ROI. Bâton Global and KAS' experiences related to **business development processes, startup operations including public/private 28E partnerships, and financial analysis** abilities will be able to help ISPs, private investors, and public sector funding sources determine return on investment opportunities. In addition, HR Green's engagement with existing ISPs may lead to helping add backhaul and better understanding of future expansion options that **enhance retail-only ROI**.

The structure of solution options **will be unique to the Des Moines metro area** given the region's ISP, rural/urban and geographic diversity. The premise-level gap data platform will be designed to be integrated, during any implementation phase, into the HR Green GIS model and SmartSource Consulting data sets to help identify funding options at the premise level. A key advantage to our team is our ability to **propose effective business models** applicable to the connectivity and funding challenges identified in the study to address market gaps.

8. Analysis of Duplicate Efforts. The processes in #3 above for the HR Green GIS platform data set reduces duplicating State of Iowa and other data collection sources and has the ability to provide transparent export data to IxSPs engaged to solve market gap issues.





PRIME CONSULTANT

For more than a century, HR Green has been dedicated to providing the services our clients need to achieve success.

We collaborate across geographies and markets to provide engineering, technical and management solutions. With over 500 employees, we have offices in eight states and provide services in Water, Transportation, Governmental Services, Land Development, Environmental and Construction. **One of America's longest operating design firms, HR Green is consistently ranked among ENR's Top 500 Design Firms in the United States.**

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**Practice Leader -
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Ken Demlow
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▷ **HR GREEN HAS BEEN IN BUSINESS FOR OVER 100 YEARS.**

1913

HR Green was founded in Cedar Rapids, IA.

1988

HR Green opened office in Des Moines, IA.

▷ **HR GREEN IS AN EMPLOYEE-OWNED COMPANY.**

500+

HR Green employs over 500 people nationwide.

60+

We have a staff of over 60 in our Des Moines area office.

HOW HR GREEN WILL BENEFIT YOU

We acknowledge that our responsibility is to maximize the benefits Greater Des Moines receives for your investment. We constantly look for ways to give you more "bank for your buck", realizing this is even more important in this time of tighter budgets and higher energy and materials costs. We do this by providing you with a highly experienced team that thinks outside-the-box for solutions that are innovative yet budget-conscious. We keep costs in control while maintaining high standards for quality and efficiency.

OUR VALUE PROPOSITIONS FOR THE GREATER DES MOINES PARTNERSHIP



Working Well Together

The Partnership, HR Green, Kielkopf Advisors SmartSource Consulting and Bâton Global have an excellent, long term relationship. We know each other well, have worked together in several ways and have all been good partners with each other. That is particularly important in this project as we utilize how well we all know each other for a smoother and more productive project.



Our Expertise Matches Your Needs

From data analysis to community engagement to gap analysis and recommendations to Visioning – your needs are what our team excels at. Because our team is state and national best practice and thought leaders in these areas, we have developed practices and tools that are second to none. We have also developed many relationships that could help give you options.



Industry Leading Tools

Communicating findings, gap analysis, high level design and costing, GIS, visioning, etc. all take tools to accomplish. We have developed industry leading tools that make the process efficient, but more importantly, help clarify and focus the decisions you will be making. And, we provide these tools and assumptions to you to help you really understand the considerations and your options.



Broadband Infrastructure Analysis

▷ Greater Des Moines Partnership

Broadband Experience Matrix

AGENCY CLIENTS	ASSESSMENTS					PLANNING & PROGRAM MANAGEMENT							DESIGN & IMPLEMENTATION							
	Broadband / Fiber Optic	Technology Needs	Regulatory	Wireless	Market / Financial	Project Management	Infrastructure Inventory	Business Modeling	Community Engagement	Grant Acquisition	Market Planning	Public Policy Development	Wireless Assessment	Event Writing / Marketing	Utility Coordination	GIS Mapping	Permit Coordination	Wireless Implementation	Design	Construction Management
HR Green	City of West Des Moines (IA)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
	County of El Paso (CO)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
	Delta Montrose Electric Association (DMEA)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
	Alliant Energy (IA)	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
	SimOn (Dubuque, IA)	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
	Town of Bayfield (CO)	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
	City of Colorado Springs (CO)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
	Millis County (IA)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
SmartSource KAS	Fort Dodge (IA)		●			●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
	Charles City (IA)		●			●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
	Winton (IA)		●			●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Báton Global	Greater Des Moines Partnership (IA)					●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
	DART (IA)					●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
	Iowa Soybean Association				●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●

SUB-CONSULTANTS



KIELKOPF ADVISORY SERVICES (KAS) AND SMARTSOURCE CONSULTING

Communities seeking to thrive in the 21st-century economy increasingly rely on broadband services to do so. Access to leading-edge networks that reliably and affordably provide

the combination of ample speed and ubiquitous coverage are key to improving citizens' and businesses ability to fully participate, reach their potential and prosper.



In many instances, large incumbent providers do not have the financial resources to prioritize network improvements to relatively smaller market segments. It then takes local action by local stakeholders to ensure their long-term growth and vitality issues are identified, recognized as a priority and addressed.

KAS and **SmartSource Consulting** have teamed since 2015 to help community leaders understand how to identify gaps, barriers and options particular to their community. The strength of our approach is to develop customized paths for each community through a progression of data-driven information-gathering processes, each of which is analyzed through a local lens.



Broadband Infrastructure Analysis

▷ Greater Des Moines Partnership

The team's comprehensive industry background helps all stakeholders evaluate options from an ownership, governance, risk, financing, staffing and customer perspective. Within these, **KAS** focuses on business modeling and financial aspects of broadband service development, while **SmartSource Consulting** performs market analysis and develops customer adoption strategies.

Processes have been refined to engage, educate, measure, and inform stakeholders on viable business models that foster local broadband market disruption. Viable paths are then analyzed by independent engineering firms to validate feasibility. They are also evaluated by potential new local market entrants, knowing that gaps in the market may be opportunities.

Once a preferred path is chosen, each firm's extensive broadband senior management and operational experience help the new venture successfully launch and grow.



BÂTON GLOBAL (BIG)

Providing strategy, innovation, leadership, and research services that solve our clients' most complex challenges - transforming organizations and communities worldwide.

Since 2014, **Bâton Global (BIG)** has been driven by a desire to bring together the best of academic research with cutting-edge technologies and leading global business experience. Through its advisory services in strategy, innovation, leadership, and research, BIG focuses on supporting organizations in solving their – and the world's – most intractable problems and pursuing the opportunities they present.

Headquartered in Des Moines, the firm benefits from the local and global experience of a 25+ member team in the fields of strategy, community development, financial analysis, capital generation, organizational design, and leadership training. As servant leaders, we believe it is incumbent upon us to leverage our knowledge and expertise to empower clients to achieve their professional, organizational, and regional aspirations in collaborative partnership.

SECTION 5: PROJECT TEAM

HR Green offers an unparalleled mix of analytics and creativity. For Greater Des Moines Partnership we have assembled an award-winning team that is uniquely experienced in the region, possessing excellent stakeholder working relationships that can help guide the process and facilitate meaningful decision-making.



Firm/Personnel Legend

- HR Green
- SmartSource
- Bâton Global
- KAS

Project Team	
■ David Dougherty, PE Regional Transportation	■ Jeffrey A. Kappen, PhD Strategic Analysis
■ Irena Stevens Policy Playbook	■ Todd Klekopf Financing Strategy
■ John Monday Broadband Architecture	■ Curtis Dean Public Outreach / Rural Broadband



Broadband Infrastructure Analysis

▷ Greater Des Moines Partnership



EXPERIENCE

29 Years

EDUCATION

BA, American Studies,
Franklin College of Indiana

Ken Demlow | Project Manager, Budgeting Project Funds

Ken brings nearly 30 years of experience in the industry from working in the field installing fiber, to Google and Verizon projects, and several FTTH projects. He is nationally known for his industry knowledge of Smart Meters and Smart Grid. Ken works directly with clients to assess existing fiber and broadband circumstances, develop broadband visions and strategies, and assess financial costs and feasibility. Ken has worked with both urban and rural communities to develop broadband deployment and assessments.

SELECTED PROJECT EXPERIENCE

- ▷ **Fiber Master Planning | City of West Des Moines (IA)** - Ken was the Project Manager for this national leading project that involved developing policy and procedures for managing telecommunications in WDM's ROW, designing and costing a duct bank system and working with providers to develop and mutually beneficial system.
- ▷ **5G and Broadband Master Plan | The Aurora Highlands (CO)** - Ken managed the RFP process of a converged network partnership to bring ubiquitous gigabit broadband and 5G/Small Cell service to this 3,100 acre development.
- ▷ **Broadband Strategic Plan | El Paso County (CO)**- Ken has helped the County analyze options by preparing a report spotlighting ways to finance fiber projects (either County-owned or with a private partner).
- ▷ **Strategy & Design | Iowa Fiber Alliance** - Ken helped to develop the strategy, design and operations of a potential regional transport and services network. The concept he designed has become a model for other communities in northeast Iowa.



EXPERIENCE

15 Years

EDUCATION

BA, Journalism & Mass
Communications, Iowa
State University

Ed Barrett | Principal in Charge / Financial Feasibility

Ed oversees HR Green's Fiber & Broadband Practice Area. He has helped municipalities in five states develop future-forward plans that evaluate options, develop master plans and deploy conduit. Ed is knowledgeable in smart city, smart grid and small cell/5G technologies. Ed has been involved in broadband deployments and assessments in both urban and rural communities including Bayfield, CO; Dubuque, IA and Mountain Parks Electric (CO).

SELECTED PROJECT EXPERIENCE

- ▷ **Fiber Master Planning and ROW Management | City of West Des Moines (IA)** - Ed led strategy and innovation on this project to develop a groundbreaking strategy to enable the rapid deployment of fiber optic cable throughout the city while protection right of way for existing and future arterial roadway expansion.
- ▷ **Fiber Deployment Feasibility | Mountain Parks Electric, Inc. (CO)** - Ed served as Project Manager for this study to help rural electric cooperative analyze the feasibility of two fiber deployment alternatives as part of a multi-year program.
- ▷ **Broadband Feasibility Study | City of Buena Vista (CO)** - Ed was Strategic Advisor and QA/QC Manager for completion of a feasibility study including both Vision and Plan phase services to help move the community's broadband initiative forward.
- ▷ **Broadband and Fiber Feasibility Study | El Paso County (CO)** - The County is currently studying wired and wireless infrastructure in this geographically and economically-diverse county. The project includes Visioning and Planning services, and is focused on the creation of a strategic plan that will guide the County's P3 efforts to extend fiber and broadband services to underserved areas.



Broadband Infrastructure Analysis

▷ Greater Des Moines Partnership



David Dougherty, PE | Regional Transportation

David is HR Green's Transportation Division's President and is a Principal in our company. He has over 38 years of experience in civil engineering with emphasis in the transportation, municipal and institutional arenas; bringing a comprehensive understanding of how transportation, land use and economic development integrate to support thriving communities. Since 1999, he has been involved in the planning and design of major transportation infrastructure projects in the Des Moines metro area, requiring collaboration and partnership with the State Department of Transportation and many of the area's cities, counties and the Des Moines Area MPO.

EXPERIENCE

38 Years

EDUCATION

BS, Civil Engineering, Iowa State University

REGISTRATION / LICENSE

PE-IA, #14694

PE-CO, #24431

Projects include Veterans Parkway (Southwest Connector) – Iowa 5 to Grand Prairie Parkway, I-35 East 1st Street to NE36th Street and I-35/I-80/IA141 (Urban Loop) from Douglas Avenue to 86th Street. The success of these infrastructure projects benefited from David's ability to coordinate across federal, state and local agencies and integrate sometimes opposing objectives from regulatory agencies, utility companies and local stakeholders. David has often participated in the Greater Des Moines Partnership DMDC advocacy trips to Washington DC to assist communities in advancing legislation or funding for their infrastructure needs.

SELECTED PROJECT EXPERIENCE

- ▷ **Veterans Parkway Alignment Study | Warren County, (IA)** - David served as Principal in Charge and Technical Advisor, providing strategic vision for developing and evaluating alternatives, technical guidance and quality control.
- ▷ **I-35/I-80/IA141 (Urban Loop) | Iowa DOT (District 1 - Ames, IA)** - David served as Principal in Charge and Technical Advisor, providing strategic vision for developing and evaluating alternatives, technical guidance and quality control. He was instrumental in leading project brainstorming sessions and working with multiple stakeholders to refine alternatives and gain project concurrence.



Irena Stevens | Policy Playbook

Irena is completing her PhD in Interdisciplinary Communication Studies from the University of Colorado Boulder. Since graduating with her Masters Degree in Public Policy from Georgia Tech, she has worked for the Library of Congress Congressional Research Service, the San Francisco Public Utilities Commission as telecommunications/ Encroachments Permit Analyst, the FCC as policy and engineering intern, and the National Institute of Standards and Technology (NIST) as a Policy Analyst with respect to its National Advanced Spectrum and Communications Testing Network. Irena recently joined HR Green as a Management Analyst and will work on data analysis, policy, financial analysis and funding.

EXPERIENCE

>1 Years

EDUCATION

MS, Public Policy, Georgia Institute of Technology

MS & PhD, Interdisciplinary Telecommunications Program, University of Colorado - Boulder

SELECTED PROJECT EXPERIENCE

- ▷ **FTTP Feasibility Study | City of Fort Dodge (IA)** - HR Green is conducting a comprehensive feasibility study for a fiber-to-the-premise network in Fort Dodge, Iowa. The service territory of this network will include every home and business within the city limits of the City of Fort Dodge. The study will include Network Design and Cost Estimate; Business Case; Business Model Alternatives and exploring financing and funding options.





John Monday | Broadband Architecture

John is a Senior Project Manager and Lead Technical Architect bringing over 20 years of experience in the telecommunications industry and is responsible for leading the firm's overall fiber and broadband technical team. In this role, John directs the firm's technical experts to ensure that planning, study and design projects meet the firm's quality standards and are architected to enable success for our clients. John works directly with clients to assess financial costs and feasibility of projects.

EXPERIENCE

20 Years

EDUCATION

BS, Electronic Engineering Technology, Roosevelt University

CERTIFICATIONS

Emergency Response to Hazardous Materials

SELECTED PROJECT EXPERIENCE

- ▷ **Elevate Fiber | Delta Montrose Electric Association (CO) - Vice President of Broadband Services & Operations** - John directed all activities of the fiber to the premise subsidiary and implementation of the fiber to the home projects. He determined objectives and established operating procedures to ensure optimum service to subscribers.
- ▷ **Fiber Deployment Feasibility | Mountain Parks Electric, Inc. (CO) - Project Architect** - John helped this rural electric cooperative study the feasibility of two fiber deployment alternatives as part of a multi-year program. The first was the design of a 160 mile fiber to the substation build; the second alternative was an 1,800+ mile fiber to the home deployment.
- ▷ **FastTrack Communications (CO) - Director of Network Engineering and Operations** - John was responsible for all aspects of a regional ISP, a facilities-based CLEC and optical transport (SONET and DWDM) network.



Todd Kielkopf | Financing Strategy

Todd Kielkopf is an experienced utility and economic development executive with demonstrated results driving change in communities, businesses, and organizations. Roles over his 20+ year career span being a consultant to communities on utility business matters, General Manager of a municipal utility that included broadband deployment, public-sector chief financial officer and economic development liaison, and active board member within the utility industry. Outcomes include forming public/private partnerships to provide broadband services over a fiber network, launching an entrepreneurial development program hosted at Simpson College, and leadership roles within NMPP Energy and the Iowa Energy Center. Todd also leads and advises organizations and startups in the Des Moines metro region on business formation, strategic development, and financial matters.

EXPERIENCE

20+ Years

EDUCATION

BA, Economics and Finance, University of Northern Iowa

MS, Business Administration, Iowa State University

SELECTED PROJECT EXPERIENCE

- ▷ **Pre-Feasibility Study and High Level Business Modeling | City of Fort Dodge (IA)** - Project included comprehensive review of the market, both for municipalization and for private-sector broadband options. SmartSource Consulting and Kielkopf Advisory Services partnered to develop a phased approach to the City's investigation, analysis and implementation. The first phase focused on a pre-feasibility study to evaluate levels of dissatisfaction and market gaps, which included community meetings and a survey. The next phase was to prepare high-level business models to determine if there were options that warranted expending additional financial resources.



Curtis Dean | Public Outreach/Rural Broadband

Curtis Dean has been involved in community broadband for 23 years. He has served or is currently providing services as implementation coordinator for new fiber networks in the Iowa communities of Indianola, Vinton, Pella, New Hampton, and Charles City.

Starting at Spencer Municipal Utilities, Curtis was closely involved in the planning and implementation of a new municipal broadband utility, approved by Spencer voters in 1997. As part of the leadership team for that project, Curtis developed the business plans for the cable TV, telephone, and high-speed data services that the new utility would offer. In 2011, Curtis joined the Iowa Association of Municipal Utilities as Broadband Services Coordinator, providing support for Iowa's telecommunications utilities. In 2015 he established SmartSource Consulting to provide services to small telecommunications services, including project management, marketing, and strategic planning. Working with Kielkopf Advisory Services, Curtis has performed Community Broadband Studies in several Iowa communities.

EXPERIENCE

23 Years

EDUCATION

BA, Distributive Studies,
Buena Vista University

MS, Executive Master
of Public Administration,
University of South Dakota

SELECTED PROJECT EXPERIENCE

▷ Pre-Feasibility Study and High Level Business Modeling | City of Fort Dodge (IA)

- Project included comprehensive review of the market, both for municipalization and for private-sector broadband options. SmartSource Consulting and Kielkopf Advisory Services partnered to develop a phased approach to the City's investigation, analysis and implementation. The first phase focused on a pre-feasibility study to evaluate levels of dissatisfaction and market gaps, which included community meetings and a survey. The next phase was to prepare high-level business models to determine if there were options that warranted expending additional financial resources.



Jeffrey A. Kappen, PhD | Bâton Global | Partner

Jeff has spent twenty years working with companies from start-ups to the Fortune 100, which has included over three years working and studying in Europe and South America. A tenured professor of management at Drake University, he is currently researching integration efforts among emerging markets, leadership development, and the role of language diversity in multinational firms.

Jeff has worked closely with public and non-profit sector clients of Bâton Global including America's Cultivation Corridor, Bravo Des Moines, Malaysia's public development institution, Bank Rakyat, Des Moines Area Community College, the Greater Des Moines Partnership, the Iowa International Center, Opportunity on Deck, and the United Arab Emirates Prime Minister's Office, supporting the World Government Summit. Selected private sector clients include American Equity, Corteva, Homesteader's Life, and Principal.

EXPERIENCE

20+ Years

EDUCATION

MBA, International
Business and Marketing,
University of Wisconsin

PhD, Management,
University of
Massachusetts

SELECTED PROJECT EXPERIENCE

▷ **Des Moines Forward | Greater Des Moines Partnership (IA)** - Led the research team and served as lead external editor for the Des Moines Forward plan.

▷ **Strategic Planning | Des Moines Area Regional Transit Authority (IA)** - Worked to build a new continuous improvement strategy for stable transportation growth across Greater Des Moines.

▷ **Business Creation | Iowa Soybean Association (IA)** - Led project to create business canvass and financial modeling for a new subsidiary offering innovative market services.

▷ **Market Assessment | Homesteader's Life** - Research lead on market trends impacting the funeral market and identification of commercial risks and opportunities.



Broadband Infrastructure Analysis

▷ Greater Des Moines Partnership



Kavi Chawla | Bâton Global | Partner

Kavi has spent 15 years as a strategy advisor and consultant to private and public-sector organizations supporting them with the development, financing, and execution of their growth strategies. Clients includes national and state level governments, municipalities, and state owner enterprises. Prior to transitioning into an advisory role, Kavi was in the investment banking industry in London, where he focused on the European and Asian technology sectors and the securitization of government-owned and public sector assets. Kavi's industry expertise includes financial services, energy, and TMT.

EXPERIENCE

15+ Years

EDUCATION

MBA, International Economics and Financial Markets

MIA, International Finance

BA, Economics, History, and Political Science

SELECTED PROJECT EXPERIENCE

- ▷ **Fundraising Strategy | Iowa Soybean Association (IA)** – Subject Matter Expert on the development of a fundraising strategy and plan for a new-business spinoff project Bâton Global conducted on behalf of the Iowa Soybean Association.
- ▷ **Financial Modeling and Fundraising Strategy | Bank Rakyat (Kuala Lumpur)** – As part of the project leadership team, advised on the development and execution of the bank's fundraising strategy, including modeling and analysis of: capital markets, public private partnership, debt, equity, and alternative funding opportunities.
- ▷ **Business Model Development and Fundraising Strategy | Fasset, Inc (Abu Dhabi)** – Project lead directing the development of business models, commercial scenarios, and investor financial models for the Series A fundraise for a blockchain-based infrastructure securitization and asset trading platform.
- ▷ **Privatization Structuring | Government of Russia (London)** – Project leadership for the development of an auction-based financial structure for the privatization of selected key Russian government oil and gas assets.



David Foster | Bâton Global | Senior Consultant

David is a veteran executive from the manufacturing and financial services sectors with extensive experience in new product development, engineering, continuous improvement and business strategy. Customer focus and value are David's North Star. Early in his career, David helped Boeing champion the adoption of twin-engine overwater operations for the commercial aviation industry which has since yielded significant safety and cost benefits. As head of Engineering & New Product Development at Trans-Lux, David led agile development teams that brought numerous electronic, optical and technology products to market. David has over 30 years of serving government and municipal agencies.

EXPERIENCE

30+ Years

EDUCATION

BS, Mechanical Engineering

MBA Core, Managerial and Organizational Leadership

SELECTED PROJECT EXPERIENCE

- ▷ **Des Moines Forward | Greater Des Moines Partnership (IA)** – Managed an executive level stakeholder survey to rapidly identify and address business needs during the emergence of Covid-19 while authoring business function playbooks.
- ▷ **Trans-Lux / Fair-Play | VP Engineering & New Product Development** – Team and project leadership for product definition, engineering development and launch of 18 new or enhanced technology products which were deployed to public and private end-users around the world.
- ▷ **Boeing | Propulsion Engineer** – Working closely with regulatory officials and airlines from around the world, project managed the challenging effort that resulted in the two-engine 767 with Rolls Royce engines in being approved for trans-Atlantic and trans-Pacific routes.





Chrissy Culek, MPIA | Bâton Global | Researcher

Chrissy focuses on customized research for BIG. She has studied and gained experience in public administration, international relations and the unique field of human security. Prior to joining BIG, Chrissy worked for Cuyahoga County Council in Cleveland, Ohio where she served as a legislative administrator and records manager for 11 elected representatives.

SELECTED PROJECT EXPERIENCE

EXPERIENCE

7+ Years

EDUCATION

BA, English & International Studies

MPIA, Human Security

- ▷ **Des Moines Forward | Greater Des Moines Partnership (IA)** - Authored actionable, industry-specific guidance for regional businesses to follow as they navigated the complex process of reopening and adapting their business operations to address COVID-19 safety concerns.
- ▷ **Funding Vision | Des Moines Area Regional Transit Authority (IA)** - Facilitated the process and workshop in which members of the governing board engaged in a transformational discussion to reach a consensus on the organization's future funding strategy.
- ▷ **Market Research | Bank Islam Malaysia** - Executed market research providing data, research, analysis, and insight on consumer dynamics for a subset of the bank's fintech customers, impacting the client's product development, product design, and marketing strategy.

SECTION 6: SIMILAR EXPERIENCE



COMMUNICATIONS INFRASTRUCTURE MASTER PLAN | West Des Moines, IA

THE ISSUES: The City's vision was to develop a comprehensive strategy and implementation plan around its communications infrastructure and required assistance to provide a programmatic approach to advance this key initiative.

THE SOLUTION: HR Green assisted the City in developing a groundbreaking strategy to enable the rapid deployment of fiber optic cable throughout the City while protecting right of way (ROW) for existing and future arterial roadway expansion. Ken Demlow acted as both program manager and negotiator to enable the rapid deployment of fiber optic cable throughout

the City while protecting ROW for existing and future arterial roadway expansion. This is the first ever Joint Utility Trench/Fiber Master Planning Project and creates a public/private partnership expanding fiber alongside new roadway builds.

To accommodate the City's aggressive economic development goals, HR Green led meetings with private sector cable, telephone and 5G/Cellular providers to create shared communication infrastructure. The first phase is under construction and features large duct banks that enable fiber expansion while protecting limited ROW. Future phases will expand this approach Citywide while developing tools that map deployed assets, ensure perpetual accessibility of ROW and create management and operational systems to execute the plan on a long-term basis. Acting as both program manager and a conduit between the City and the private development community, HR Green has played an instrumental role to ensure positive outcomes.



COMMUNICATIONS INFRASTRUCTURE MASTER PLAN | Holy Cross Energy, Colorado

THE ISSUES: Holy Cross Energy is an electric cooperative in Colorado that covers a large area that includes communities and rural residences. The most immediate question they faced (which most electric cooperatives are asking) was what are the best ways to connect their critical communications infrastructure assets. In an age when more and more data is being used, the capacity, latency and reliability of connectivity is important.

THE SOLUTION: Holy Cross Energy engaged HR Green to help them define and clarify their current communications infrastructure assets and clarify the gaps between current and future needs and current connectivity. As part of this project,

HR Green provided options for ways to fill those gaps, including costs to construct the options and guided discussions to prioritize the identified options.

There was a deadline that was important so that the information could be used for leadership meetings and budgeting. With exchanges of information and holidays, there was less time to accomplish these steps than was anticipated. However, the Holy Cross and HR Green team worked together to meet the deadlines, while ensuring high quality deliverables.

The project was successful and Holy Cross is moving forward with the plans that were developed.



STRATEGIC PLAN | El Paso County, CO

THE ISSUES: While Colorado Springs is well-served in one of five commissioner districts, rural residents felt underserved. The County wanted to develop a Strategic Plan to drive economic development by identifying the most crucial needs and then creating policies that would drive fiber penetration deeply into the area while facilitating private sector investment.

THE SOLUTION: HR Green has assisted El Paso County with the creation of a county-wide Broadband Strategic Plan. The highlights of the study included a major public involvement initiative that surveyed residents and businesses and included outreach to Potentially Affected Institutions (PAIs) to determine

the extent of issues across this geographically and economically-diverse county. HR Green conducted more than 80 hours of outreach with these groups to help the commissioners develop a Vision for the County's role in solving identified challenges. The study was completed in nine months. The resultant Strategic Plan established the County's role and create a roadmap for the County to facilitate future improvements that benefit the County and region. To see an example of the full report (which was based on the County's specific needs), please use this link: <https://assets-admin.elpasoco.com/wp-content/uploads/El-Paso-County-Broadband-Strategy-Final-20190308.pdf>

Current efforts are underway with Manitou Springs, Colorado Springs Utilities and CDOT to drive fiber into an underserved area in Ute Pass, and additional projects are being conceptualized.



BROADBAND AND FEASIBILITY STUDY | Town of Bayfield, CO

THE ISSUES: The Town of Bayfield wanted to explore the Town's options to provide reliable, cost-effective and fast broadband Internet service in the community to support economic development and quality of life. The town has multiple providers in the community and existing infrastructure installed through the regional Southwest Colorado Area Network (SCAN) project, but many older areas of the town were underserved.

THE SOLUTION: The HR Green Team worked closely with the Town Board and its leadership to assess the current state of the community and its level of broadband service. This evaluation included a Vision phase in which the city developed a plan to leverage existing assets, understand business and residential satisfaction and prioritize its community goals.

In the Planning phase of the project, HR Green created preliminary design alternatives, developed financial feasibility cost models and established a potential partnership structure which would leverage state grant funds to create a Public-Private Partnership (P3) solution. Upon establishing financial feasibility, a Request for Expression of Interest (EOI) was distributed and four potential partners were identified who were interested in further discussions.

The next phase of the project will be to pursue grant funding and fully develop the potential partnerships, engineer the planned town-owned, open-access core network and complete a joint Fiber to the Home buildout. The Town plans to develop grant funding applications as soon possible by the Town to advance the project based on the planning completed to date.



BROADBAND ASSESSMENT | Delta-Montrose Electric Association (DEMA) (Various Locations, CO)

THE ISSUES: At the time, HR Green Senior Project Manager John Monday was the Vice President of Broadband Services and Operations for DMEA and had begun installing fiber between substations for internal use.

THE SOLUTION: John identified critical needs to be resolved that began with finishing the substation fiber build and acquiring the telecommunication ROW easements. He also identified internal resources and made infrastructure decisions for a start-up environment. He evaluated and selected partners and evaluated decisions on where, when and how DMEA would provide services. A difficult issue in many start-up

environments is the ability to create and have a consistent culture and organizational mentality. John restructured DMEA's Broadband Services and Operations Department with a "can-do" attitude and an intense focus on customer service. DMEA already enjoyed an excellent reputation, and the new organization needed to live up to it.

Because of their crowd-sourcing marketing methods, DMEA satisfied the pre-subscribed take rate requirement, ensuring the pro forma was being met. In Year #1, 7,000 passed, with projections of 16,000 homes by the end of Year 2. New sources of funding have reduced the necessary take rate significantly lower than planned. DEMA is now poised to become Colorado's largest non-commercial broadband provider.



FIBER DESIGN | ImOn Communications - Dubuque and Iowa City, IA

THE ISSUES: ImOn is a local provider of fiber-based internet, data, video and voice services in Eastern Iowa. Eager to achieve its goals to significantly increase revenues through geographic expansion, ImOn began to expand its service offering outside the core Cedar Rapids metro area. The company had a strong engineering team but augmented its staff in 2018 with an outside consultant to assist with the design of Fiber-to-the-Home (FTTH) in two additional Eastern Iowa communities. The original vendor was inflexible in its design process, leading ImOn to evaluate its staffing options and seek a new design partner in the summer of 2019.

THE SOLUTION: HR Green was selected by ImOn to provide feasibility, high-level and detailed design for 8,000

business and residential service points in Dubuque and Iowa City markets in a program that intends to build out the two communities completely over the next three to five years. HR Green has also assisted with the evaluation of initial feasibility and high-level design for other potential markets in the potential ImOn footprint.

By leveraging its strong initial kickoff and documentation process, HR Green was able to clearly understand the architecture of the ImOn network and how designs were translated into effective OSP construction documents. Working closely with ImOn, HR Green developed a market deployment model built on the creation of more than 50 service cabinets in a distributed GPON network with both buried and aerial construction. Once completed, HR Green developed permit drawings, fiber maps, bills of material and other key deliverables designed to mirror ImOn's in-house engineering prints, creating significant operational savings as ImOn went to construction on the new buildouts.



PRE-FEASIBILITY STUDY AND HIGHLEVEL BUSINESS MODELING | Fort Dodge, IA

THE ISSUES: City leaders in Fort Dodge were receiving high levels of complaints from businesses and citizens about current broadband service providers. They wanted advice on how to develop a comprehensive review of the market, both for municipalization and for private-sector options.

THE SOLUTION: **SmartSource Consulting** and **Kielkopf Advisory Services** partnered to develop a phased approach to the City's investigation, analysis and implementation. The first phase focused on a pre-feasibility study to evaluate levels of dissatisfaction and market gaps, which included community meetings and a survey. Voters confirmed gaps in the market

identified in the final report through a successful election to establish a municipal utility, though leaders made it clear that doing so was a means to identify solutions, not that a utility was imminent.

The next phase was to prepare high-level business models to determine if there were options that warranted expending additional financial resources. HR Green provided high-level cost estimates for a network design and Kielkopf Advisory Services' modeling showed leaders a range of viable outcomes that fit within the market parameters.

Independently, a Request for Proposals to hire a Feasibility Study consultant was prepared for the City of Fort Dodge by SmartSource Consulting. City leaders determined HR Green to be the successful applicant out of over 10 that submitted proposals.

In parallel, Fort Dodge has now issued a Request for Information, also prepared by SmartSource Consulting, to develop options for private carrier involvement as either a provider or a partner. Business model parameters and responses will be evaluated by Kielkopf Advisory Services, and the team will then integrate them into the HR Green feasibility study as viable paths are identified.



DEVELOPING A SHARED VISION IN FUNDING A PUBLIC ORGANIZATION | Des Moines Regional Transit Authority (DART), IA

THE ISSUES: As a part of DART's long-term planning process, the organization's governing board needed to agree on a funding strategy that addressed critical short-term and long-term funding needs.

THE SOLUTION: **Bâton Global** facilitated funding workshops in which stakeholders engaged in productive and substantive discussions surrounding the future funding direction for the organization.

THE RESULTS: Leaders reached an agreement on potential funding options which would determine the organization's priorities for the upcoming state legislative session.



PLANNING FOR BUSINESS SUCCESS AFTER COVID-19 | Greater Des Moines Partnership, IA

THE ISSUES: In light of the severe economic disruption due to COVID-19, the Greater Des Moines Partnership wanted to deliver both holistic advice for organizations of various sizes as well as guidelines tailored to specific industries. The Greater Des Moines Partnership came to BIG for assistance gathering and evaluating the required data and information, engaging local advisory boards, and creating the public website that would help owners navigate uncertainty and alleviate the regional economic downturn.

THE SOLUTION: The urgency of the response required BIG to move fast to assist the Greater Des Moines Partnership.

BIG started the project by gathering data through benchmarking exercises and engage with various stakeholders through surveys and stakeholder interviews. Moreover, to ensure that we captured the broad and depth of the data, BIG also ran focus groups sessions with 75 local leaders to identify key factors for a successful reopening. Next, BIG worked closely with the Greater Des Moines Partnership, supporting them to come out with clear guidance of the economic recovery strategy and disseminate the information through a public website. Last but not least, BIG supported the Greater Des Moines Partnership to engage with stakeholders such as corporate leaders, healthcare experts, and state and local governments to secure buy-in and ensure strong communication.

THE RESULTS: Bâton Global (BIG) supported the Client to smoothly execute the project and build the following impacts:

- Creation of a robust digital content to guide businesses in navigating economic recovery.
- Quick delivery and distribution to guide local business during the crisis.
- The deliverables secured stakeholder confidence in the Greater Des Moines Partnership as a formidable industry ally and a leading driver of regional economic growth.
- The playbooks were endorsed by business leaders, government officials, and healthcare representatives as the leading resource for the region's businesses.



INCREASING REVENUE AND CUSTOMER VALUE FOR A NON-CORE BUSINESS UNIT | Iowa Soybean Association, IA

THE ISSUES: The client had developed a revenue-generating environmental testing division to meet significant demand from customers, but the division was a drag on the organization's financial resources. Management sought to turn the division into a self-sustaining practice or profit center.

THE SOLUTION: Bâton Global (BIG) conducted a business canvas-based analysis of potential pathways for turning the division around, accompanied by financial modelling of break-even and profitability scenarios.

THE RESULTS: The leaders had a clearer understanding of becoming a profitable and self-sustaining division which includes additional revenue streams they could pursue, cost

savings that could be made among their current process, and how they could better leverage resources of other units of their business.



SECTION 7: SCHEDULE

Utilizing our workload planning software, we have verified that the proposed staff have availability to perform these tasks per the proposed schedule. Task Leaders and supporting staff are available and fully committed to meeting the schedule.

An addenda released by the Greater Des Moines Partnership called for the completion of the study within a 3-6 month timeframe. We want to make it clear that the schedule below meets that timeline by providing a report summarizing our analysis and findings. However, because our solution is intended to simultaneously implement a functional portal to pair underserved constituents, providers and funding sources, the entire program will stretch into a nine-month window. We recognize the need for urgency to begin to address these issues by the region, and believe strongly that a concurrent study and implementation phase will allow you to most aggressively meet the end goal: to improve service on the ground in the communities you serve. If we are selected for this project, we are happy to reorganize our phases and tasks sequentially to focus on the delivery of the survey, and then move into implementation phases upon completion.

BROADBAND VISION & PLANNING SERVICES									
SCOPE OF SERVICE	2020				2021				
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
PHASE I - ESTABLISH BASELINES									
Task 1 - Kickoff	■								
Milestone - Kickoff Meeting	◆								
Task 2 - Steering Committee	■	■	■	■	■	■	■	■	■
Milestone - Committee in Place	◆								
Task 3 - Data Collection	■	■	■	■					
Milestone - GIS Base/Portal In Place		◆							
Milestone - Map of Independent Data			◆						
Milestone - Facebook Live Events	◆	◆	◆	◆					
Milestone - Survey Results				◆					
Milestone - Stakeholder Meeting Results				+					
Milestone - Broadband & Post-Pandemic Normal Report				+					
PHASE II - ANALYSIS AND DEVELOPING OPTIONS									
Task 1 - Gap Analysis				■	■	■			
Milestone - Greater Des Moines Impact Assessment					◆				
Milestone - Map of Identified Gaps						◆			
Task 2 - Community Planning Study				■	■	■			
Milestone - Policy Playbook Complete					◆				
Milestone - Report on State & Federal Policies & Grants					◆				
INITIAL STUDY COMPLETE									
Task 3 - Provider Engagement		■	■	■	■	■	■	■	
Milestone - Report and Map of Ability to Fill Gaps							◆		
Task 4 - Action Plans							■	■	■
Milestone - Broadband Strategic Plan					◆				
Milestone - Report of Potential Partners						◆			
Milestone - Asset Resource Map						◆			
Milestone - Business Model Summaries							◆		
Milestone - Financing Proof of Concept							◆		
Milestone - GIS Platform/Portal Proof of Concept								◆	
Milestone - Business Model/ROI for Financing Model									◆
Milestone - Action Plan With Risk & Mitigation									◆



OUR APPROACH TO SCHEDULE MANAGEMENT

Our belief is to deliver quality and value-added alternative analysis, preliminary plans, design development and final design on schedule. The same philosophies that enable our team to meet your schedule expectations also drive the actions taken when implementing project approach and methodology.

PHILOSOPHY	BENEFIT
Managing Influential Project Elements	We will identify the project elements that will undoubtedly affect the schedule if they are not met; this is key to prioritizing the moving parts of the proposed project.
Selecting Effective Team Members	Our team members were selected based on the expertise required to respond to the project' scope and goals; previous experience; and availability and workload.
Implementing QA/QC Procedures	We conduct frequent quality checks to reduce the need for rework during design, as well as minimize errors or omissions that can carry into the construction phase; both of which affect schedule.
Clear Communications	Our team will communicate with your staff and the public on project plans and goals early on and at project milestones, which creates opportunities to receive feedback that can affect design, thus affecting schedule.

SECTION 8: COSTS

BROADBAND VISION & PLANNING SERVICES		
TASK	10 COUNTIES	EACH ADDITIONAL COUNTY
PHASE I		
Task 1 - Kickoff	\$5,960	
Task 2 - Steering Committee	\$21,120	
Task 3 - Data Collection	\$178,590	
PHASE II		
Task 1 - Gap Analysis	\$35,457	
Task 2 - Community Planning	\$20,960	
Task 3 - Provider Engagement	\$22,240	
Task 4 - Action Plan	\$55,613	
Total Project Costs	\$338,940	\$20,000

The project costs provided above are representative of a full implementation of the scope of service. Please note that our proposal was developed to include a rapid prototyping and launch of the envisioned Beta Site for the Central Iowa Broadband Marketplace, which is more fully described in the proposal response.

Should the Greater Des Moines Partnership wish to complete the study and move the Beta Site launch into a future phase, it is estimated that this would remove nearly \$50,000 for the projected cost of the program proposed.

We also note that this project includes several software services that we believe will help the Partnership achieve its difficult goal to map broadband capability at the block-by-block level. Many consultants choose to analyze data at the census block level, and our program includes the purchase of additional commercial data allowing zip-code and provider analysis (Ookla/SpeedTest.net) and analysis of local data through the use of the CrowdFiber platform. Again, removal of these platforms will result in a different schedule and level of detail in the analysis and implementation of the program.

We would be pleased to discuss alternatives to modify the scope of services and cost proposal if selected by the Partnership to provide these services.





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WATER
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GOVERNMENTAL SERVICES
+
LAND DEVELOPMENT
+
ENVIRONMENTAL
+
CONSTRUCTION

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**REVOCABLE LICENSE FOR USE OF PROPERTY
GRANTED TO
U.S. DEPARTMENT OF VETERANS AFFAIRS
BY
Readjustment Counseling Service
Des Moines Vet Center
#405**

THIS LICENSE is entered by and between Story County Veterans Affairs ("Licensor") and the U.S. DEPARTMENT OF VETERANS AFFAIRS ("Licensee") to permit Licensee to use a portion of Licensor's property located at 126 S Kellogg Ave. #001, Ames, IA 50010 (the "Premises"), as more fully described in Paragraph 1 below. The Licensor and Licensee are collectively referred to in the License as "Parties" and severally, as a "Party."

1. **Use.** Licensor hereby grants to Licensee, a License to enter upon and use the Premises, and the right of ingress and egress to and from the Premises, subject to the terms and conditions herein, for the purpose of providing eligible Veterans and their families no cost readjustment counseling services and case management support, i.e. family counseling, substance abuse, housing assistance, employment referrals, etc. The Premises shall consist of 1 counseling office with a door for closure/private space (approx. 100-200 sq. ft.) for 12 hours per month on agreed upon dates/times during normal business hours of operation 0800-1630 M-F. (Exceptions to 'normal business hours' may be approved in advance to meet the need of the Veteran. This would be pre-arranged and agreed upon with Vet Center Staff and Story County Veteran's Affairs Director or designee).

Licensor agrees to issue this license in an effort to implement its commitment to work with the Licensee to help eligible war veterans and their family members receive supportive readjustment counseling and benefits assistance, i.e. employment referrals, referrals for health care, etc.

Licensor agrees it is responsible for maintaining the Premises that the Licensee will use during the term of the License, as provided in Paragraph 2 below. During the term of the License, the Licensee shall not make any improvements or modifications to the Premises.

2. **Term.** This License shall commence on 12/2/2020 (the "Effective Date") and shall expire on 12/1/2025; no later than 60 month(s) from such Effective Date. This License may be revoked at will at any time by the Licensor upon advance notice within 30 calendar days, pursuant to the notification terms of Paragraph 10 of this License. Licensee may end its use of the Premises under this License at any time and notify the Licensor accordingly.

3. **Costs and Fees.** Licensee shall pay no costs or fees for its use of the Premises.

4. **Conditions Applicable to License.** This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions, and rights of way with respect to the Premises, whether or not of record. To the best of the Licensor's knowledge, Licensor is possessed of the right to grant this License and there currently exists no condition that would adversely affect the Licensee's ability to use the Premises for the purposes described herein.

5. **No Transfer or Assignment.** Neither Party may assign its rights under this License to any other person or entity, except and to the extent the Parties in their respective sole discretion may otherwise agree in writing. Any attempt to transfer or assign this License shall be grounds for immediate revocation.

6. **Permits and Regulations.** Licensor shall be responsible for securing any required approvals, permits, and authorizations for the Premises from any federal, state or local agencies and shall comply with all applicable laws and regulations with respect to the physical condition of the Premises.

7. **No Interference.** During the term of the License, neither Party shall interfere with the other Party's normal operations and activities. Both Parties shall conduct their respective activities in a manner to minimize risk of injury or inconvenience to the other Party's employees, students, agents, and invitees, or damage to the Premises.

8. **No Partnership or Joint Venture.** This License does not create a partnership or joint venture between Licensor and Licensee, nor shall it be construed to mean that either Party agrees to assume liability for the acts or omission of the other Party. Nothing herein shall be construed to mean that any employee of Licensee is an agent or employee of Licensor.

9. **Severability.** If any provision of this License shall be held to be invalid or unenforceable for any reason, (i) the remaining provisions shall continue to be valid and enforceable; or (ii) if by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

10. **Notice.** All notices and communications given under this License shall be provided as follows:

If to Licensor:

Story County Veterans Affairs - Brett McLain, Director
515-956-2626
BMcLain@storycountyiowa.gov

If to Licensee:

U.S. Department of Veterans Affairs, Readjustment Counseling Service
Katina Mach-Weissenburger- Vet Center Director
515-284-4929
Katina.mach-weissenburger@va.gov

11. **Liability.** The liability, if any, of the Licensee for property damage, or personal injury or death, arising from Licensee's use of the Premises, shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346(b)(1), 2671-2680).

12. **Insurance.** The Parties recognize and agree that the Licensee is an entity of the United States Federal Government and is thereby a self-insured entity.

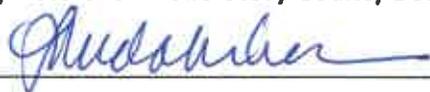
13. Valid License and Authorization to Enter into License. The Parties hereto represent and warrant that this License is validly entered, and that the persons signing below are authorized to enter in this License on behalf of the Party hereto represented by such person. No alteration or variation of this License shall be valid unless made in writing and signed by Licensor and Licensee.

14. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

LICENSOR:

By: Story County Veterans Affairs-Story County Board

By (Sign) 
Its: Linda Murken

LICENSEE:

U.S. Department of Veterans Affairs, Readjustment Counseling Service

By: Vet Center Director

By (Sign) KATINA L. MACH-WEISSENBURGER 366254 Digitally signed by KATINA L. MACH-WEISSENBURGER 366254
Date: 2020.10.23 11:48:03 -05'00'

By: Deputy District Director

By (Sign) Gregory T Schenck 277660 Digitally signed by Gregory T Schenck 277660
Date: 2020.10.23 12:12:06 -05'00'

CERTIFICATION OF AUTHORIZATION

I, Linda Murken, certify that I am the Board Chair of Story County named as Licensor in the license and that I am duly authorized to sign for and on behalf of Story County Veterans Affairs by authority of its governing body, and am acting within the scope of its corporate powers.

BY:

Name: Linda Murken

Signature: 
Title: Board Chair

**READJUSTMENT COUNSELING SERVICE
NO COST REVOCALBE LICENSE DATA TRACKING FORM**

General	
VISN:	23
District	3
Zone	3
Vet Center Number:	405
Vet Center Name:	Des Moines
Space	
Total Square Footage:	105-200
Lease Terms/ Dates	
Revocable License Agreement Start Date/Award Date	12/2/2020
Hard Expiration/Termination Date	12/1/2025
Location	
Address	126 S Kellogg Ave
Suite	#001
City	Ames
State	IA
Zip	50010
County	Story
Cong Dist	4 th Congressional District
Licensors	
Licensors Business Name	Story County Veterans Affairs
Address	126 S. Kellogg Ave
POC (Name/Number)	Brett McLain 515-956-2626
Notes/Comments	

Linda,

I would like to request a waiver of Story County's Procedures for Board and Commission appointments to allow acceptance and consideration of my application after the posted deadline of September 30th, 2020.

Please let me know if you have additional questions.

Thank you for your consideration,

Amy Rosenberg

Amy Rosenberg, Associate Project Manager | Kreg Tool Company
Office: 515.597.6524
201 Campus Drive | Huxley, IA 50124
Amy.Rosenberg@kregtool.com | www.kregtool.com



APPROVED **DENIED**

Board Member Initials: AR

Meeting Date: 11-10-2020

Follow-up action: _____

Hiring Freeze Exemption Request

Position Title: Legal Assistant II Date Submitted: November 10, 2020

Division/Department: Attorney Preferred Start Date: December, 2020

Requestor: Attorney Tim Meals

Board Approval: 

What job function will this position serve?

Performs intermediate administrative work for staff attorneys and/or other staff, serving as a personal secretary, providing support to administrator of cases management system, and related work as apparent or assigned. Work is performed under the limited supervision of the Legal Executive Officer.

Why do you consider this position to be essential?

The position covers the administrative work load along with personal secretary for four Assistant County Attorneys. This position has essential functions of; preparing and drafting legal documents, case preparation, organizing evidence and presenting material to attorneys in written form, administrative duties, case management support, maintains grant, calendaring for court appearances of the attorneys.

What are the consequences if this position is not filled?

The Story County Attorney filled a newly created VWC position with an internal employee which opened up a Legal Assistant II position. The former Legal Assistant II provided support to four Assistant Story County Attorneys. Without filling this position, there will be four Assistant County Attorneys not being provided a personal administrative assistant to help with the essential functions as stated above. This would put extra stress on the Attorneys as well as the other Legal Assistants within the office.

Is it possible for the job responsibilities to be performed by other staff?

Current support staff are unable to absorb anymore duties, nor do their job descriptions allow for that. The new VWC position will be taking on a role separate from any Legal Assistant duties, therefore the need to keep the Legal Assistant position filled is key to keeping up with the essential functions of our office

What are the funding sources for this position?

Annual budgeted position.

How will the department/office manage its work if this position is not authorized?

Attorneys will not get the appropriate level of support needed as they prepare for trials, depositions, meetings, hearings, etc.



CAPITAL IMPROVEMENTS PLAN PROCESS AND TIMEFRAME FY2022-2026

Timeframe	Tasks	Comments
November 10, 2020	BOS Approve Forms, Process and Timeline	
October 15 th - December 9 th	CIP Request Forms prepared by EO/DH	Forms are due on or before 4:30 pm on Wednesday, December 9, 2020 – submitted to Leanne Harter
<i>From November 31 – December 1: staff available to discuss projects and assist with paperwork.</i>		
Week of December 14 th	CIP Review Committee Meeting #1	Initial review of projects and existing CIP and budget discussion
December 22 nd	Worksession with BOS	
December 22 nd – 28 th	CIP Review Committee Meeting #2	Discussion of projects to be included
Draft CIP prepared and distributed for BOS Budget Worksessions		Distributed prior to December 31, 2020
January 2021	CIP Budget worksession with BOS	Additional discussions on the projects will occur through the individual worksessions as well.
Week of January 18 th	Staff compile changes to Draft CIP	
January 26, 2021	BOS review of Draft CIP	Discussion and direction to seek public input
January 27, 2021 – March 8, 2021	Public Comment Period	
March 9, 2021	BOS review of public input	Direction on revisions to be brought forth for formal adoption
March 2021	Formal Adoption of CIP	Formal action occurs after adoption of the budget
Formal CIP Adoption - runs on a fiscal year basis.		
Project Timeframes		
FY21	July 2020 – June 2021	Current Year
FY22	July 2021 – June 2022	Year 1
FY23	July 2022 – June 2023	Year 2
FY24	July 2023 – June 2024	Year 3
FY25	July 2024 – June 2025	Year 4
FY26	July 2025 – June 2026	Year 5

APPROVED
 Board Member Initials: *[Signature]*
 Meeting Date: 11-10-2020
 Follow-up action: _____

**FY2022 – 2026 Story County
Capital Improvement Plan – Project Application
FORM 1**



This form is to be used for projects such as new building, land acquisition, remodels, and related items. Projects costing over \$25,000 submit this form. If this is part of an ongoing project identified on the current CIP, and there are proposed modifications, please select "Modification of Existing Project" below and provide additional information and update as applicable.

Project Name: _____
Department: _____ **Prepared by:** _____

Please choose Type of Project below:

New Project/Construction
 Building Maintenance
 Modification of Existing Project

Is this part of a multi-year project?
 YES *
 NO
 *If YES, please attach detailed budget by FY.

Provide a brief description of project:

Location of Project: _____
List Offices/Departments/Agencies physically impacted by project:

Is the project part of an adopted program, policy or plan?
 YES (Identify Program/policy/plan): _____
 NO

Is Story County legally obligated to perform this project?
 YES - Directly Describe: _____
 YES - Indirectly Describe: _____
 NO

Please identify if this project is dependent upon or should coordinate with one or more other CIP projects and please describe the relationship:

Is this project included the current fiscal year adopted or any prior years' budget? Has this project already been approved by any Board or Commission? (Please check appropriate box(es) below)
 YES Name of Board or Commission: _____
 NO Current Budget Amount: _____

FORM 1 Continued

Schedule

In the space below, provide estimated project beginning and ending dates. Some projects may take several years to complete, so please provide a multi-year schedule if applicable.

Project Priority

Please rank the project for the following areas in terms of priority:

	Low	Medium	High
Priority within Department	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Priority Countywide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Priority Regionally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Project Budget

Total Estimated Project Cost: \$ _____

Basis of the Cost Estimate (please check one) **Identify source/cost/date on line below.*

<input type="checkbox"/> Cost of comparable facility/equipment	<table border="0"> <tr> <td align="right" colspan="2">Costs:</td> </tr> <tr> <td>Architectural/Engineering</td> <td align="right">\$ _____</td> </tr> <tr> <td>Contingency Fees (10%)</td> <td align="right">\$ _____</td> </tr> </table>	Costs:		Architectural/Engineering	\$ _____	Contingency Fees (10%)	\$ _____
Costs:							
Architectural/Engineering		\$ _____					
Contingency Fees (10%)	\$ _____						
<input type="checkbox"/> Cost estimate from engineer/architect							
<input type="checkbox"/> Other (Ballpark "guesstimate")							

*Source/Cost/Date _____

Select funding options available for this project:

<input type="checkbox"/> Budget Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Special Funds	<input type="checkbox"/> Tax Increment Financing (TIF)
<input type="checkbox"/> Other	(Discussion by BOS on _____)
(Please identify) _____	

Budget Impact (Costs)- If applicable: Any and all future operating costs this project will cause, including wages, benefits, utilities, maintenance; supplies, etc.

Budget Impact (Savings) - If applicable: Any and all future operating savings this project will realize, including wages, benefits, utilities, maintenance, supplies etc.

If Cost Impact Exceeds Savings Impact: Please explain in detail the increased level of services that will be provided with the implementation of this project (or provide justification for project).

Please attach pages for any additional information or comments.

Date Received:

**FY2022 – 2026 Story County
Capital Improvement Plan – Project Application
FORM 2**



This form is to be used for proposed purchases/lease/rental of equipment, including vehicles, software, hardware, and other applications when the costs exceed \$75,000.

Project Name: _____
Department: _____ **Prepared by:** _____

Please choose Form of Acquisition below:

<input type="checkbox"/>	Purchase
<input type="checkbox"/>	Rental
<input type="checkbox"/>	Lease
<input type="checkbox"/>	Other: _____

Number of Units Requested: _____ **Estimated Service Life (Years):** _____

Direct Costs

_____ Per Unit (\$) _____ Total Cost (\$)

Purchase Price or Annual Rent/Lease

\$ _____ Plus: Installation or Related Charges
 \$ _____ Plus: Annual Operational Costs
 \$ _____ Less: Annual Operational Savings
 \$ _____ Less: Trade-in, Salvage Value, Discount
 \$ _____ **Net Purchase Cost / Annual Rent**

Select funding options available for this project:

<input type="checkbox"/>	Budget Request	<input type="checkbox"/>	Grant
<input type="checkbox"/>	Special Funds	<input type="checkbox"/>	Tax Increment Financing (TIF)
<input type="checkbox"/>	Other		(Discussion by BOS on _____)

(Please identify) _____

Are you requesting this project to be on a replacement schedule?

YES (please describe the cycle): _____
 NO _____

Is the project part of an adopted program, policy or plan?

YES (Identify Program/policy/plan): _____
 NO _____

Is Story County legally obligated to perform this project?

YES - Directly Describe: _____
 YES - Indirectly Describe: _____
 NO _____

FORM 2 Continued

Please identify if this project is dependent upon or should coordinate with one or more other CIP projects and please describe the relationship:

Project Priority

Please rank the project for the following areas in terms of priority:

	Low	Medium	High
Priority within Department	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Priority Countywide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Priority Regionally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Is this project included the current fiscal year adopted or any prior years' budget? Has this project already been approved by any Board or Commission? (Please check appropriate box(es) below)

<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

Name of Board or Commission: _____
Current Budget Amount: _____

Please use the space below or attach pages for any additional information or comments.

Please attach pages for any additional information or comments.

Date Received:

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Amelle Schoeneman, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

Please return to:
Planning & Development

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 21-01**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Ryan Roberts, 517 Meadow Brook Place, Huxley, Iowa, 50124, involving the real estate located at 31940 570th Avenue, Cambridge, Iowa, identified as Parcel F in the southwest quarter of southwest quarter in Section 20 of Union Township, Parcel #14-20-300-360 and hereinafter described on Attachment A and shown on Attachment B.

WHEREAS, Dennis and Harriette P. Hanks, 31940 570th Avenue, Cambridge, Iowa, are the legal titleholders of said real estate, and

WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 356, *Code of Iowa*, and as prescribed by the *Story County C2C Plan* and the *Code of Ordinances, of Story County, Iowa*, have been complied with and met,

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted.

NOW, THEREFORE, BE IT RESOLVED that the Hanks Residential Parcel Subdivision Plat involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted, and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved and the real estate hereinafter described on Attachment A and shown on Attachment B shall hereinafter be known as the Hanks Residential Parcel Subdivision.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution 21-01 to be affixed to said Plat upon its approval by the Board of Supervisors.

Dated this 10 day of November, 2020.

[Signature]
Chairperson, Board of Supervisors

Attest:
[Signature]
County Auditor

ROLL CALL	<u>Laura Olson</u>	Yea <u>✓</u>	Nay	Absent
FOR ALLOWANCE	<u>Lisa Heddens</u>	Yea <u>✓</u>	Nay	Absent
	<u>Linda Murken</u>	Yea <u>✓</u>	Nay	Absent

ALLOWED BY VOTE OF BOARD
Yea 3 Nay 0 Absent 0

[Signature]
CHAIRPERSON

Above tabulation made by [Signature]

ATTACHMENT A

Survey Description-Hanks Residential Subdivision:

A Residential Parcel Subdivision of Parcel F in the Southwest Quarter of the Southwest Quarter of Section 20, Township 82 North Range 23 West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey filed at Inst. No. 2014-10782, and being more particularly described as follows: Beginning at the Southwest Corner of said Section 20; thence N00°00'45"W, 480.97 feet along the west line thereof to the Northwest Corner of said Parcel F; thence N88°36'25"E, 418.30 feet to the Northeast Corner thereof; thence S00°12'17"W, 472.31 feet to the Southeast Corner of said Parcel F and the south line of said Section 20; thence N89°50'32"W, 417.39 feet to the point of beginning, containing 4.48 acres, which includes 0.57 acres of existing public right of way.

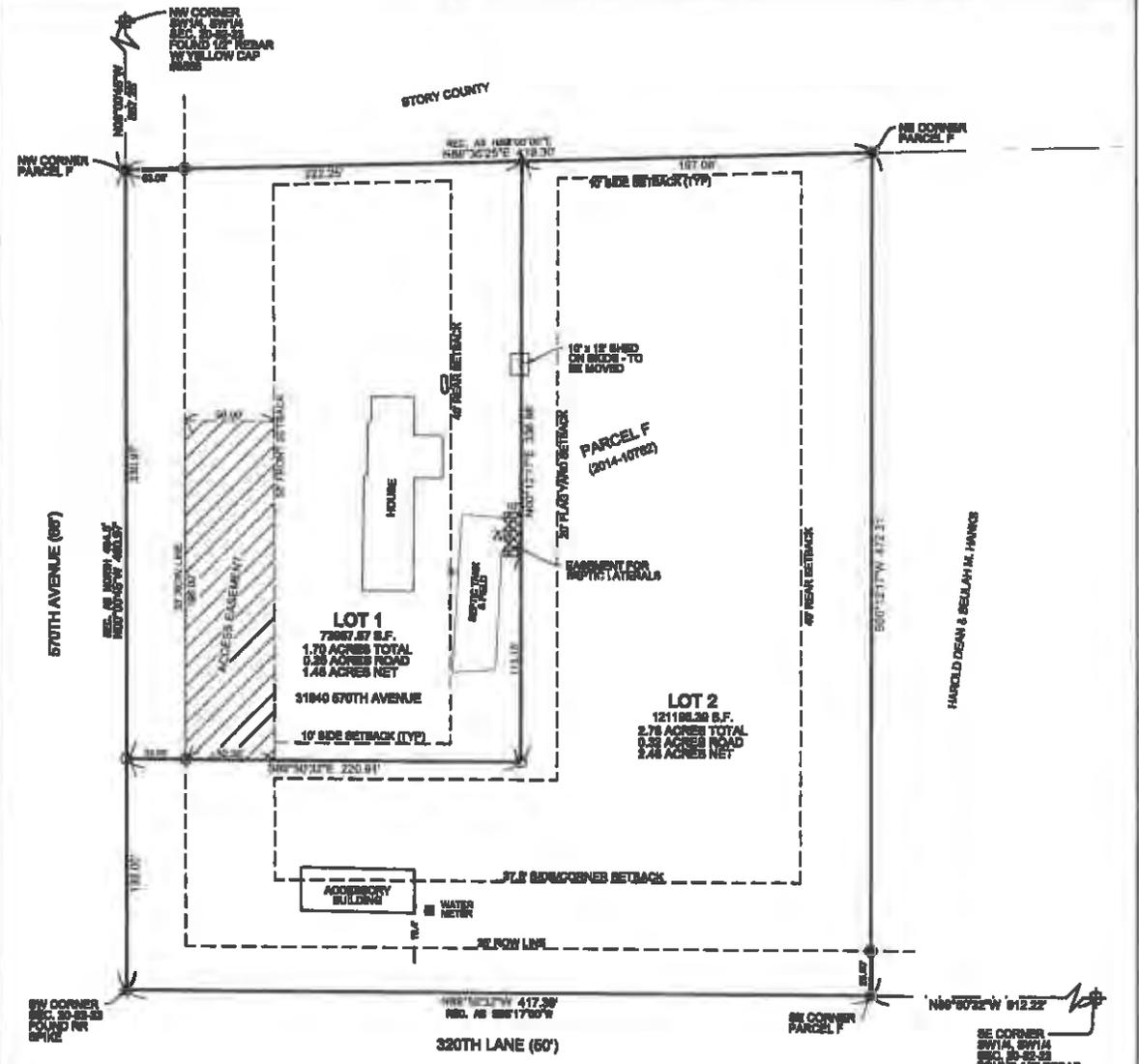
FINAL PLAT HANKS SUBDIVISION

LOCATION: A RESIDENTIAL PARCEL SUBDIVISION OF PARCEL F IN THE SW1/4, SW1/4 OF SEC. 20-82-23, STORY COUNTY, IOWA

OWNERS: DENNIS DEAN & HARRIETTE PAMELA HANKS

DEVELOPER: RYAN ROBERTS
817 MEADOW BROOK PL.
HUDLEY, IA 50124

SURVEYOR: R. BRADLEY STUMBO, PLS #17161
FOX ENGINEERING ASSOCIATES, INC.
AMES, IA 50010
515-233-0000



Survey Description:
A Residential Parcel Subdivision of Parcel F in the Southwest Quarter of the Southwest Quarter of Section 20, Township 82 North Range 23 West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey filed at Inst. No. 2014-10762, and being more particularly described as follows: Beginning at the Southwest Corner of said Section 20; thence N00°00'46"W, 460.87 feet along the west line thereof to the Northwest Corner of said Parcel F; thence N88°02'25"E, 419.30 feet to the Northeast Corner thereof; thence S00°12'17"W, 472.31 feet to the Southeast Corner of said Parcel F and the south line of said Section 20; thence N89°50'32"W, 417.30 feet to the point of beginning, containing 4.46 acres, which includes 0.57 acres of existing public right of way.

- Notes:**
- Lot 1 is served by private septic and rural water. Lot 2 will be served by private septic and rural water.
 - There exists an easement, 30' in width, to Iowa Regional Utilities Association, recorded at Inst. No. 01-10770, over former Parcel B, being the West 220' of Parcel F. There is not enough information to plot this easement.
 - There exists an easement, 80' in width, to Northern Natural Gas Company, recorded in Book 103, Page 817, that crosses the SW1/4 of Section 20. There is not enough information in the document to determine if it crosses Parcel F.
 - All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.

DISTRICTS:
Zoning: A-1 (Agricultural)
School: Ballard
Fire: Cambridge
Ambulance: Mary Greeley
Utility: Iowa Regional Utilities Assn., Consumers Energy
Waterwad: Sugar Creek - South Stink River

- ▲ = FOUND 1/2" REBAR W/ ILLEGIBLE CAP
- = FOUND 1/2" REBAR W/ YELLOW CAP #17161
- = SET 1/2" REBAR W/ YELLOW CAP #17161



FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0100

I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

R. Bradley Stumbo
R. BRADLEY STUMBO, PLS
License number P17161
My license renewed date is December 31, 2021.

9/9/2020
DATE



Staff Report

Board of Supervisors

Date of Meeting:
November 10, 2020

Case Number SUB08-20
Hanks Residential Parcel Subdivision
Resolution No. 21-01

APPLICANT:

Ryan Roberts
517 Meadow Brook Place
Huxley, Iowa, 50124

STAFF PROJECT MANAGER:

Amella Schoeneman, Interim Director
Emily Rizvic, Planning Intern

SUMMARY:

A residential Subdivision request for Parcel #14-20-300-360, 31940 570th Avenue, Cambridge, to divide the parcel into two lots: proposed Lot 1, 1.45-net acres, and proposed Lot 2, 2.46-net acres. Proposed Lot 1 will contain the existing single-family dwelling at 31940 570th. Proposed Lot 2 will be considered buildable for a single-family dwelling. All requirements for a Residential Parcel Subdivision are met. Planning and Development staff recommend approval of the proposed Residential Parcel Subdivision Plat.





Property Owner

Dennis and Harriette Hanks

Address

31940 570TH Avenue
Cambridge, Iowa

Parcel Identification Number(s)

14-20-300-360

Size of Area

3.91 net acres

Location of Subdivision

Union Township (Section 20, Township 82, Range 23) SW SW

Districts

A-1 Agricultural District
Mary Greeley Ambulance, Cambridge Fire
Ballard Schools
Consumers Energy and Iowa Regional Utilities Association
Sugar Creek – South Skunk River Watersheds

Cities within Two Miles

The City of Huxley took action to approve the subdivision on October 27TH, 2020.
The City of Cambridge took action to waive their right to review on October 5th, 2020.

Description of Proposed Subdivision

The application is to consider a request for a Residential Parcel Subdivision to divide a parcel into two lots. The parcel came into its current configuration in 2014. Any further divisions of the parcel require a subdivision. The parcel is proposed to be divided as follows: Proposed Lot 1, 1.45 net-acres, will contain the existing single-family dwelling at 31940 570th. Proposed Lot 2, 2.46 net-acres, will be buildable for a single-family dwelling. The property owners' son plans to construct a dwelling on proposed Lot 2.

Proposed Lot 2 has frontage on 570th Avenue to the west and 320th Lane to the south. Both are gravel county roads. There is an existing access at the corner of the county roads that the County Engineer indicated would be the only access allowed to be improved/created. A 50-foot access easement for proposed Lot 2 has also been provided over proposed Lot 1 that proposed Lot 2 may use the access as an alternative.



An existing accessory structure is located on proposed Lot 2. The applicant indicates that it was constructed in 1997 for agricultural purposes. The accessory structure will continue to be used for agricultural purposes. The property owner's son indicates it will be used to store potted trees, which will be raised on the property. The applicant was informed that a home business permit or a conditional use permit may be required if the trees are also/only sold on the property. As the structure is agriculturally exempt from zoning, it is exempt from setbacks. The structure encroaches on the 37.5-foot setback required from corner lot lines. It is also exempt from the requirement that accessory structures cannot be located on a lot prior to a dwelling or other principal use without an agreement to build the dwelling within two years (see Chapter 91.01 of the Story County Land Development Regulations).

A small shed is located on the north-south property line between the proposed lots. The shed is required to meet a setback of two feet from the rear property line of proposed Lot 1. The applicant has agreed to move the shed and compliance will be addressed administratively through the zoning permit for the proposed new dwelling.

A septic easement between the two lots has been provided and is shown on the plat. A septic easement is required when the septic system laterals are within 10 feet of a property line.

Current and Future Land Use

The location of proposed Lot 2 is currently in agricultural production. Both proposed Lot 1 and 2 are currently zoned for A-1 Agricultural.

The subject property is designated as Rural Residential Area by the Cornerstone to Capstone (C2C) Comprehensive Plan: "The Rural Residential Area offers rural housing market choices in unincorporated areas of Story County, typically with larger lot sizes than available within city limits. The existing residential land uses that are found in rural Story County provide a desirable housing market worthy of both protection and cultivation." Principles for the designation include minimizing conflicts with agricultural uses, natural resources, and ensuring development is compatible with the rural character of the area.

A residential parcel subdivision is limited to yielding two lots and once approved, no further residential parcel subdivisions can take place to create additional buildable lots. These requirements for a residential parcel subdivision help preserve the County's rural character and limit development of agricultural land.

Applicant's Property and Current Surrounding Land Use

The property is located in Union Township. It is approximately .4 miles east of the City of Huxley and it is approximately .9 miles west of the City of Cambridge. Adjacent properties include:

North



14.20 net-acre parcel owned by Story County Conservation and the location of the Heart of Iowa Nature Trail.

East

One 26.16 net-acre in agricultural production

South

One 17.25 net-acre divided parcel in agricultural production. The parcel contains an access for the dwelling located south of the parcel itself.

Southwest

One 30.01 net-acre flag lot in agricultural production.

West

One 24.88 net-acre parcel in agricultural production.

There are twenty (20) parcels located within a quarter mile of the property. Three (3) contain single-family dwellings. Three (3) of the parcels within a quarter mile of the property meet or exceed the minimum 35-acre requirement to construct a single-family dwelling in the A-1 Agricultural Zoning District.

Applicable Regulations – Story County Land Development Regulations

87.07 RESIDENTIAL SUBDIVISION PLAT

1. A subdivision may be submitted for review and approval as a residential parcel subdivision plat when all of the following are true:
 - a. The development lots created by the subdivision are intended to be used for residential purposes;
 - b. Only two development lots may be created;
 - c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead as defined in Section 85.08, in existence;
 - d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use;
 - e. The subdivision lies wholly within the A-1. For parcels located within the boundaries of the *Ames Urban Fringe Plan*, the subdivision must be both zoned A-1 Agricultural and lie wholly within the Rural Service and Agricultural Conservation Area designation;
 - f. Both development lots (created by the residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met



- g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement
- h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.
- i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat.

Commentary

The following comments are part of the official record of the proposed Residential Subdivision Plat – Hanks Subdivision, Case No. SUB08-20. If necessary, conditions of approval may be formulated based on these comments.

Comments from the Interagency Review Team

The application materials were forwarded to the members of the Interagency Review Team on June 3, 2020, and the following applicable comments were received.

Story County Engineer

- A. *The access for Lot 2 must use the existing one off of 570th Ave. and be addressed off of 570th Ave.*

Applicant: The applicant is requesting an alternative accommodation, if possible. The access easement as currently depicted on the Plat is not desirable for the applicant. The applicant is open to alternate resolutions that conform with the ordinance.

Story County Environmental Health Department

- A. *It appears the Far East - north/south lateral may encroach very close or within the Public Utility Easement (PUE). The east ends of the two west/east laterals appear to be within the PUE. This would also put them within 10' of the property line which would require a mutual easement.*

Applicant: Per conversations with Brad Stumbo and Matt Cory, a private easement will be prepared, but will not be recorded until after recording of the plat and delivery of deeds for Lot 2 so as to avoid any issue of merger. The private easement form will be provided as part of the submission package.

- B. *There is a note that the laterals are dependent on the tile that is there to help alleviate the groundwater. It appears the tile goes straight east into that new lot so it will need to stay undisturbed or rerouted.*

Applicant: Acknowledged.

Story County Assessor

- A. *Lot Two will be assessed at Market Value as a Residential Building Lot.*



Applicant: Acknowledged

Story County Planning & Development Department

1. *Erosion control requirements in Section 88.05 will apply to any development of the lots. The requirements include temporary stabilization of a site.*

Applicant: Acknowledged.

2. *Please contact and provide communications with Consumers Energy and IRUA that they are able to service Lot 2.*

Applicant: The utility providers have confirmed that services will be available to Lot 2.

Comments from the General Public

Notification letters were mailed to surrounding property owners within a ¼ mile of the subject property regarding the public meeting on the subdivision request on October 30, 2019.

No comments were received as of the writing of this report.

Comments from Cities within Two Miles

The City of Huxley took action to approve the subdivision on October 27TH, 2020.

The City of Cambridge took action to waive their right to review on October 5th, 2020.

Analysis

Points to consider in evaluating the applicant's request to divide their property through the Residential Subdivision Plat process to create two (2) lots for residential use.

1. All requirements for a Residential Subdivision Plat in Section 87.07 of the Story County Land Development Regulations are met.
2. The intent of the subdivision is to divide the parcel into two lots to allow the property owner's son to construct a dwelling. The applicant resides in the dwelling on proposed Lot 1.
3. Proposed Lot 2 may use an existing access at the corner of 570th and 320th or the existing access on proposed Lot 1. An access easement has been provided.
4. While proposed Lot 2 is currently in agricultural production, it is designated as Rural Residential Area by the C2C Plan Future Land Use Map. Additional divisions of the lots created through a residential parcel subdivision are not permitted unless the entire subdivision is considered for platting purposes.
5. As the septic laterals are within 10 feet of the proposed lot line, a septic easement has been provided.
6. There are two accessory structures on the parcel. One is used for agricultural purposes, will continue to be used for agricultural purposes, and is considered exempt from



zoning. The second accessory structure, a shed located on the proposed property line, will be moved to meet required setbacks. Staff will ensure compliance through the zoning permit for the proposed new dwelling.

7. Adjacent properties are in agricultural production or public trails. There are three dwellings within a quarter mile of the subject property.

Alternatives

Story County Planning & Development Staff recommend the approval of the Hanks Residential Subdivision, as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #21-01, the Residential Parcel Subdivision Plat – Hanks Residential Subdivision, as put forth in SUB08-20.**
2. The Story County Board of Supervisors approves Resolution #21-01, the Residential Parcel Subdivision Plat – Hanks Residential Subdivision, with conditions, as put forth in SUB08-20.
3. The Story County Board of Supervisors denies Resolution #21-01, the Residential Parcel Subdivision Plat – Hanks Residential Subdivision, as put forth in SUB08-20.
4. The Story County Board of Supervisors tables the decision on Resolution #21-01, the Residential Parcel Subdivision Plat – Hanks Residential Subdivision, as put forth in SUB08-20 and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on the Board of Supervisor’s agenda.

Story County Planning and Development

900 6th Street, Nevada, Iowa 50201
 (515) 382-7245 — pzwweb@storycountyiowa.gov — www.storycountyiowa.gov

SUBDIVISIONS



1. Property Owner*

(Last Name) Hanks
 (First Name) Dennis & Harriette, P.
 (Address) 31940 570th Ave.
 (City) Cambridge (State) IA (Zip) 50046
 (Phone) _____ (Email) _____

2. Applicant (if different than owner)

(Last Name) Roberts
 (First Name) Ryan
 (Address) 517 Meadow Brook Place
 (City) Huxley (State) IA (Zip) 50124
 (Phone) (415) 806-5815 (Email) rcr100@gmail.com

3. Property Address 31940 570th Ave., Cambridge, IA 50046

Parcel ID Number(s) 1420300360

4. Certification and Signature

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.

* Acknowledgment of property owner is required and may occur via email or by signature of this application.
 Property Owner Signature *[Signature]* Date Oct 17 2026 Applicant Signature *[Signature]* Date Oct 17 2026

Subdivision

Proposed Name: Hanks Subdivision

Vacation

Type: Right-of-way Plat

Filing Fee/Type (required prior to processing):

Residential Parcel Plat (\$175)

Agricultural Plat (\$175)

Minor Plat (\$275)**

Major Plat—Preliminary (\$275)**

Major Plat—Final (\$175)**

**Conceptual Review required

Submittal Requirements:

Attend conceptual review meeting

Legal description that will be used on all required legal documents (submit as Word document)

Proposed subdivision plat (submit as PDF)

All required submittal requirements as outlined in Chapter 87 of the Story County Code of Ordinances (87.06(3) for Residential Parcel, 87.07(3) for Agricultural, 87.08(3) for Minor, 87.09(3) for Major-Preliminary and 87.09(5) for Major-Final)

All required documents for subdivision plats as outlined in Iowa Code Chapter 354.11

Submittal Requirements:

Filing Fee (required prior to processing): \$175

Legal description that will be used on all required legal documents (submit as Word document)

Written description of requested items to be vacated

See Chapter 87.10 for the vacation process

Receipt No. _____
 Receipt Amount _____

CONSENT TO PLATTING

KNOW ALL PERSONS BY THIS INSTRUMENT:

That the undersigned, DENNIS HANKS & HARRIETTE P. HANKS, ("Owner") does hereby covenant that Owner is the lawful owner of real estate described as follows:

Parcel F in the Southwest Quarter of the Southwest Quarter of Section 20, Township 82 North Range 23 West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey filed on December 4, 2014 in Slide 500, Page 3 and at Inst. No. 14-10762, and being more particularly described as follows: Beginning at the Southwest Corner of said Section 20; thence N00°00'45"W, 460.97 feet to the Northwest Corner of said Parcel F; thence N88°36'25"E, 419.30 feet along the Southerly line of said former railroad; thence S00°12'17"W, 472.31 feet to the South line of said Section 20; thence N89°50'32"W, 417.39 feet to the point of beginning, containing 4.48 acres, which includes 0.57 acres of existing public right of way

Owner hereby certifies, acknowledges and declares that the platting of this real estate to be known as HANKS SUBDIVISION is with Owner's free consent and in accordance with Owner's desire as proprietor.

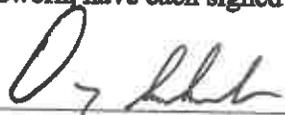
Dated this 1 day of OCT, 2020


Dennis Hanks, Owner

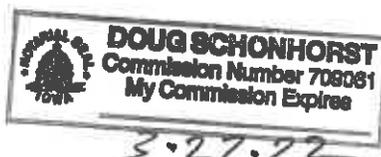

Harriette P. Hanks, Owner

State of Iowa, Story County, ss:

On this 1 day of OCT, 2020, before me, a Notary Public in and for Story County, Iowa, personally appeared Dennis Hanks and Harriette P. Hanks, a married couple, to me personally known, who being by me duly sworn, have each signed this instrument as the voluntary act and deed of each.



Notary Public in and for Story County, Iowa





Ryan L. Haaland
RyanHaaland@davisbrownlaw.com
phone: 515-288-2500
Ames Office

May 18, 2020 (Updated July 1, 2020)

Ryan & Ranae Roberts
517 Meadow Brooke Pl.
Huxley, Iowa 50124

RE: Preliminary Title Opinion - Hanks Subdivision

Ladies and Gentlemen:

I

As your attorney, we have examined an Abstract of Title commencing with the Root of Title entry, last continuation certified by Abstract & Title Services of Story County, and certified that it reflects all matters up to April 21, 2020, 8:00 a.m., and relating to the following property to be known as HANKS SUBDIVISION:

Parcel F in the Southwest Quarter of the Southwest Quarter of Section 20, Township 82 North Range 23 West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey filed on December 4, 2014 in Slide 500, Page 3 and at Inst. No. 14-10762, and being more particularly described as follows: Beginning at the Southwest Corner of said Section 20; thence N00°00'45"W, 460.97 feet to the Northwest Corner of said Parcel F; thence N88°36'25"E, 419.30 feet along the Southerly line of said former railroad; thence S00°12'17"W, 472.31 feet to the South line of said Section 20; thence N89°50'32"W, 417.39 feet to the point of beginning, containing 4.48 acres, which includes 0.57 acres of existing public right of way

As of that date and time, we find from our examination that good and marketable title to the property described above is held by:

DENNIS HANKS & HARRIETTE P. HANKS
Husband and Wife

EXCEPT THAT we also find certain matters which could affect the right of the titleholder to sell the property or your right to keep it. Such matters are listed below and must be satisfactorily resolved before closing:

1. **UNRELEASED MORTGAGES.** None.
2. **REAL ESTATE TAXES.**

#3185599

DAVIS BROWN KOEHN SHORS & ROBERTS P.C.

PHONE 515.288.2500
FIRM FAX 515.243.0654
WWW.DAVISBROWNLAW.COM

THE DAVIS BROWN TOWER, 215 10TH ST., STE. 1300, DES MOINES, IA 50309
THE HIGHLAND BUILDING, 4201 WESTOWN PKWY., STE. 300, WEST DES MOINES, IA 50268
THE AMES OFFICE, 2605 NORTHRIDGE PKWY., AMES, IA 50010
THE EMMETSBURG OFFICE, 2214 MAIN ST., P.O. BOX 314, EMMETSBURG, IA 50536

- a. PIN 14-20-300-360 (Parcel "F"). Real estate taxes for fiscal year 2018-2019 are not certified.
 - b. PIN 14-20-300-365. Real estate taxes for fiscal year 2018-2019 show first half paid and second half paid. Each half is \$1,926.
 - c. PIN 14-20-300-375. Real estate taxes for fiscal year 2018-2019 show first half paid and second half paid. Each half is \$450.
3. **SEARCHES**. The certified abstract shows standard lien searches against titleholders, with nothing is shown except as set forth herein. A standard mechanic's lien search has been performed with nothing shown except as set forth herein.
4. **EASEMENT AND COVENANTS**. The following easements, covenants and restrictions are shown:
- a. There appears a Plat of Survey for Parcel "B" filed August 21, 1995, in Book 13, Page 120. All easements depicted upon the plat are binding against the property.
 - b. There appears a Plat of Survey for Parcel "F" filed December 4, 2014, as Inst. No. 14-10762. All easements depicted upon the plat are binding against the property.
 - c. There appears a Pipeline Easement to Northern Natural Gas Company filed November 10, 1968, in Book 103, Page 517.
 - d. There appears a Limited Easement to Iowa Regional Utilities Association d/b/a Central Iowa Water Association, filed August 6, 2001, as Inst. No. 01-10770.
 - e. There appears a Right of Way Deed to Chicago, Milwaukee & St. Paul Railway Company, filed May 30, 1881, in Book 32, Page 202.
 - f. Zoning Ordinances of Record.

II

There are other matters which could affect the property and which could cause expense to you, but because of their nature they cannot be shown in an Abstract of Title. Please advise if you desire our assistance to determine before closing if any of the following might cause a problem:

1. **MECHANICS LIEN**. Within the last 90 days someone may have completed a repair or improvement on the property, or provided materials for such repairs or improvements. If that person has not received payment for such labor or materials and if within that 90 days a claim is

posted on the Mechanic's Notice and Lien Registry on the Iowa Secretary of State's website ("MNLR") against the property, you could be required to pay the claim, even if posted after you pay for the property and take possession. As a general rule, there is no sure way to determine if there are any such unpaid claims. It is best to determine from the titleholders if any such work has been done. If this property is residential property, you should have a search conducted of the MNLR prior to closing to determine whether a Notice of Commencement and any Preliminary Notices have been posted against the property. If there has been a Notice of Commencement posted against the residential property, you should obtain a mechanic's lien waiver from each party who has posted a Notice of Commencement or Preliminary Notice against the property. If a Notice of Commencement has not been posted against the residential property, you should still determine if any work has been done in the last 90 days by a contractor who does not have any subcontractors or suppliers.

2. **SURVEY**. Normally a survey will show information concerning the location of rights-of-way, easements, and building setbacks. The law states that you have notice of the rights of all persons in possession of this property or any portion thereof, and rights which would be disclosed by a survey; therefore, it will also be a good idea to obtain a survey to find the location of corners and lot lines so that you can determine if adjoining landowners are using any part of this property, or if improvements on this property are encroaching.

3. **SPECIAL ASSESSMENTS**. An Abstract of Title makes no report of special assessments unless certified to the County Treasurer's Office. The lien for special assessments does not attach against the benefited property until certification to the County Treasurer's Office, but such a lien has priority equivalent to real estate taxes. A lien may attach against the property for work already preliminarily approved by the County Board of Supervisors or City Council. Your interest in the property would be subject to any such lien. This examiner suggests that contact be made with the County Board of Supervisors and the City to determine if there has been any resolution which might give rise to such a lien.

4. **LIENS FOR CHARGES FOR MUNICIPAL SERVICES**. An Abstract of Title does not report liens for services provided by the city, such as sewage disposal, and any other charges for services until they are certified to the County Treasurer. A lien for municipal services does not attach to the benefited property under certified to the County Treasurer's Office. A lien may attach against the property for services already rendered. Your interest in the property would be subject to any such lien. This examiner suggests that contact be made with the City to verify the currency of such payments.

5. **BANKRUPTCY**. If bankruptcy proceedings affecting the property have been commenced in any county other than the county in which the property is located, the abstracter will not have searched such proceedings. If you have any reason to believe that there may have been or is currently such a bankruptcy proceeding, please advise and we will arrange for an appropriate search of the bankruptcy records.

6. **ENVIRONMENTAL MATTERS.** An Abstract of Title will not disclose the existence of hazardous wastes, underground storage tanks, drainage wells, and other like environmentally regulated activities. You are cautioned that federal, state, and local legislation, may, in the event there are environmental and/or public health violations, permit injunctive relief and require "clean up" such as removal and remedial actions. The cost of such "clean up" may be a lien against the property and a personal liability. You may have liability even though you may not have disposed of hazardous wastes on the property or used any underground storage tanks. You should make appropriate inquiries regarding such matters and if possible, obtain suitable, written representations and indemnification from a financially responsible party.

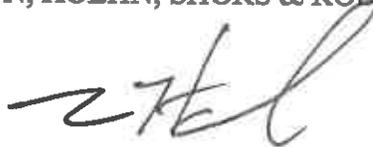
7. **GOVERNMENTAL TAKING AND FORFEITURE.** There are federal and state laws and regulations (collectively "Governmental Regulations") that allow governmental entities to take possession of and/or forfeit your interest in, your property under certain circumstances. Your property may be taken for a public purpose under the power of eminent domain. Also, the use of your property for drug trafficking may result in the loss of the property even though you are not personally involved in, or aware of, the drug trafficking. This opinion is subject to any such Governmental Regulations, and the power exercised by any governmental entity pursuant to such Governmental Regulations.

8. **RESTRICTIVE COVENANTS.** Unless the property is part of a horizontal property regime or proprietary lease, use restrictions which were recorded more than 21 years ago and which have not been reserved are no longer enforceable and have not been included. Easements set forth in the use restrictions continue to be enforceable. Use restrictions filed within 21 years of the date of this title opinion or use restrictions recorded more than 21 years ago which have been preserved, if any, are included as attachments. You should review such use restrictions to determine how such restrictions affect your use of the property. If you wish to preserve the restrictions beyond 21 years after the date such restrictions were recorded, you should file a statement of preservation before the end of the 21 year period.

This opinion is directed only to you and is intended solely for your use and purposes. No other persons are entitled to rely hereon. This is only a preliminary title opinion based on pencil notes and we reserve the right to re-examine the Abstract of Title when typed in permanent form before giving you our final opinion. This opinion is subject to our findings upon such re-examination.

Respectfully submitted,

DAVIS, BROWN, KOEHN, SHORS & ROBERTS, P.C.



Ryan L. Haaland
Iowa Title Guaranty No. 10370

Prepared By: Ryan L. Haaland, 2605 Northridge Parkway, Ames, IA 50010; (515) 288-2500
Return To: Same As Above

TREASURER'S CERTIFICATE

State of Iowa, County of Story, ss.:

I, Ted Rasmusson, Treasurer of Story County, Iowa, in accordance with Iowa Code sections 354.11 and 354.12, hereby certify that the real property described in the attached subdivision plat to be known as: **HANKS RESIDENTIAL SUBDIVISION**

is free from certified taxes and certified special assessments. More particularly, the official records of my office show that all certified taxes and special assessments have been paid in full for the parcel of land presently having the following tax parcel identification numbers: **1420300365**

which, based upon the representations of the owner identified in the Consent to Platting to which this certificate is attached, are all the lands included in said subdivision plat.

In witness whereof, I have subscribed and sealed this certificate on the 27th day of October, 2020.



TED RASMUSSON
Treasurer, Story County, Iowa

[SEAL]

RESOLUTION NO. 20-098

RESOLUTION APPROVING FINAL PLAT FOR HANKS SUBDIVISION

WHEREAS, Ryan Roberts (517 Meadowbrook Place Huxley, Iowa 50124) has submitted materials to Story County Planning and Development for review of a planned 2 lot residential subdivision, to be known as the Hanks Residential Subdivision and;

WHEREAS, the plat is presented to the City of Huxley under the Iowa Code 2-mile review requirements and;

WHEREAS, long-range planning and potential future public infrastructure expenditures should be considered with rural subdivision development and;

WHEREAS, the Planning and Zoning Commission approved the final plat at their October 20, 2020 meeting.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:

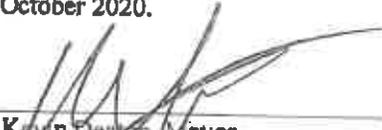
The final plat for the Hanks Subdivision is hereby approved.

Roll Call	Aye	Nay	Absent
Nate Easter	<u> x </u>	—	—
David Kuhn	<u> x </u>	—	—
Greg Mulder	<u> x </u>	—	—
Rick Peterson	<u> x </u>	—	—
Tracey Roberts	<u> x </u>	—	—

PASSED, ADOPTED AND APPROVED this 27th day of October 2020.

APPROVAL BY MAYOR

I hereby approve the foregoing Resolution No. 20-098 by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 27th day of October 2020.


Kevin Deaton, Mayor

ATTEST:


Jolene Lettow, City Clerk

**EASEMENT AGREEMENT
(Recorder's Cover Sheet)**

Preparer Information:

Ryan L. Haaland, 2605 Northridge Parkway, Ames, IA 50010

Return Document to:

Ryan L. Haaland, 2605 Northridge Parkway, Ames, IA 50010

Name of Grantor:

Dennis Hanks & Hariette P. Hanks

Name of Grantee

Dennis Hanks & Hariette P. Hanks

Legal Description:

See Exhibit "A"

See Exhibit "B"

See Exhibit "C"

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made as of the 1st day of October 2020, by and among Dennis Hanks and the Hariette P. Hanks, ("Grantor"), and Dennis Hanks and the Hariette P. Hanks ("Grantee").

RECITALS

WHEREAS, Grantor is the titleholder of real property legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Burdened Property"); and,

WHEREAS, Grantee is the titleholder of real property legally described on Exhibit "B", which is attached hereto and incorporated herein by this reference (the "Benefited Property"); and,

WHEREAS, Grantor wishes to grant certain access rights to the Benefited Property over a portion of the Burdened Property, as legally described on Exhibit "C", which is attached hereto and incorporated herein by this reference (the "Access Area").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I INGRESS/EGRESS EASEMENT

1. Grant of Easement. Grantor hereby grants to Grantee, Grantee's heirs, successors in interest, and assigns, a perpetual, non-exclusive easement on, over and across the Access Area for purposes of ingress and egress to and from the Benefited Property by Grantee and Grantee's tenants, invitees, licensees, contractors, and agents (collectively, "Grantee Related Persons"). Such access shall include use of the Access Area for all residential purposes. Grantor expressly reserves the right to continue use of the Access Area to access the Burdened Property.

2. Maintenance & Repair. Grantor and Grantee shall share equally the costs of the maintenance, repair and replacement of any driveway in the Access Area, including snow and ice removal. In the event a third party's services are necessary for maintenance, repair, or replacement, Grantor and Grantee shall work cooperatively in selecting such third party. Grantor and Grantee shall pay their respective share of the costs directly to the third party immediately upon receipt of invoicing from the third party. The foregoing notwithstanding, either party causing damage to the driveway within the Access Area due to negligence or abusive use shall be responsible for all costs of repairs of said damage. If a party fails to pay any costs required to be paid by such party hereunder, the other party shall be entitled to file a mechanic's lien against the defaulting party's property and foreclose on such lien pursuant to Iowa Code Chapter 572, as amended from time to time.

3. Indemnification. As part of the consideration for the easement rights granted herein, Grantee hereby agrees to defend, indemnify, and hold Grantor harmless from any and all claims, lawsuits, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, asserted against or incurred by Grantor due to any injury or death occurring to persons or property and arising from or related to the use of the Access Area by Grantee or any of Grantee's invitees,

guests, or agents, ("Grantee Related Persons") except to the extent caused by Grantor's negligence or the negligence of any Grantor Related Person. Grantor hereby agrees to defend, indemnify, and hold Grantee harmless from any and all claims, lawsuits, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, asserted against or incurred by Grantee due to any injury or death occurring to persons or property and arising from or related to the use of the Access Area by Grantor or Grantor's invitees, guests, or agents, ("Grantor Related Persons") except to the extent caused by Grantee's negligence or the negligence of any Grantee Related Person.

4. Prohibited Use. No part of the Access Area shall be used for a criminal purpose. Neither Grantee nor Grantor shall engage in nor permit any person to engage in criminal activity on or across the Access Area or any part of the Burdened Property.

5. Structures & Obstructions Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across, or within the Access Area. Grantor shall not cause or permit any obstruction, planting or material to be placed under, over, on, through, across, or within the Access Area.

6. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Access Area.

7. Enforcement. Any party to this Agreement may enforce it against another party by seeking injunctive relief, specific performance, or any other remedy available at law or in equity. The parties agree that, in the event of a default by any party under the terms of this Agreement, the other parties may be irreparably harmed and such parties' damages may be extremely difficult or impossible to ascertain or quantify with precision. The parties specifically agree that, in the event of a default by any party under the terms of this Agreement, the other parties shall be entitled to seek specific performance to enforce the terms of this Agreement, including, without limitation, the right to obtain a temporary or permanent injunction without the requirement of a bond, in addition to any other remedy that may be available at law or in equity. In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs to enforce this Agreement, including, without limitation, reasonable attorney's fees, both prior to and in the course of litigation.

8. Binding Effect. As to both the Burdened Property and the Benefited Property, this Agreement shall run with the land, and shall inure to the benefit of, and be binding upon, the parties hereto, their tenants and their respective heirs, personal representatives, successors, mortgagees, and assigns.

9. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties relating to the subject matter hereof, superseding all earlier agreements or representations, oral or written.

10. Amendment. Any change or amendment to this Agreement shall be effective only if it is in writing and signed by all of the parties to this Agreement, and properly recorded.

11. Waiver. Any failure, forbearance, delay, or omission to exercise any rights under this Agreement in the event of a breach of any term of this Agreement shall not be deemed to be a waiver by any party of such term or any subsequent breach of the same or any other term, or of any rights of any party under the terms of this Agreement.

12. Title. Grantor does hereby covenant with Grantee that Grantor holds said real estate described in this Access Area by title in fee simple; that Grantor has good and lawful authority to convey

the same; and that Grantor covenants to warrant and defend the said Access Area against the lawful claims of all persons whosoever.

13. Severability. If any provision of this Agreement, or the application of it to any circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to other circumstances than those to which it is found to be invalid, as the case may be, shall not be affected. Moreover, if such invalidity is based upon its scope or breadth, a court of competent jurisdiction shall be empowered to reform such provision(s) to make the same effective to the fullest scope or breadth permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[SIGNATURES BEGIN ON NEXT PAGE]

GRANTOR: Dennis Hanks

GRANTOR: Harriette P. Hanks

Dennis Hanks
(Signature)

Harriette P. Hanks
(Signature)

State of Iowa, Story County, ss:

On this 1 day of Oct, 2019, before me, a Notary Public in and for Story County, Iowa, personally appeared Dennis Hanks and the Harriette P. Hanks, to me personally known, who being by me duly sworn, have each signed this instrument as the voluntary act and deed of each.

D. Schonhorst
Notary Public in and for Story County, Iowa



GRANTEE: Dennis Hanks

GRANTEE: Harriette P. Hanks

Dennis Hanks
(Signature)

Harriette P. Hanks
(Signature)

State of Iowa, Story County, ss:

On this 1 day of Oct, 2019, before me, a Notary Public in and for Story County, Iowa, personally appeared Dennis Hanks and the Harriette P. Hanks, to me personally known, who being by me duly sworn, have each signed this instrument as the voluntary act and deed of each.

D. Schonhorst
Notary Public in and for Story County, Iowa

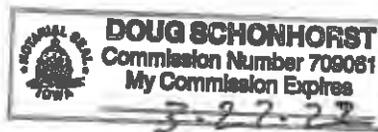


Exhibit "A"

Burdened Property

Lot 1, Hanks Subdivision, Story County, Iowa

Exhibit "B"

Benefitted Property

Lot 2, Hanks Subdivision, Story County, Iowa

Exhibit "C"

Access Area

*The South 190.00 feet of the East 50.00 feet of the West 83.00 feet of Lot 1, Hanks Subdivision,
Story County, Iowa*

Prepared By: Ryan L. Haaland, 2605 Northridge PKWY, Ames, IA 50010, (515) 288-2500
Return & Tax Docs To: Dennis Hanks & Harriette Hanks, 31940 570th Ave., Cambridge, IA 50046

SEPTIC LATERAL FIELD EASEMENT AGREEMENT

This Septic Lateral Field Easement Agreement (this "Agreement") is made and entered into this 1st day of October 2020, by and between Dennis Hanks & Harriette Hanks, husband and wife (hereinafter collectively referred to as "Grantor"), Dennis Hanks & Harriette Hanks, husband and wife (hereinafter collectively referred to as "Grantee").

RECITALS:

WHEREAS, the Grantor is the owner of the following described property located in the Story County, Iowa, to wit: *Lot One (1), Hanks Subdivision, Story County, Iowa*, ("Grantor's Property"); and

WHEREAS, the Grantee is the owner of the following described property located in Story County, Iowa, to wit: *Lot Two (2), Hanks Subdivision, Story County, Iowa*, ("Grantee's Property"); and

WHEREAS, Grantor wishes to grant to Grantee and to future owners of the Grantee's Property a Perpetual Easement for use of the existing private sewage disposal system over, under and across the Easement Area (defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. The Grantor hereby grants to the Grantee, its successors and assigns of the Grantee's Property, a perpetual easement for continued use and maintenance of the existing private sewage disposal system over, under and across the portion of Grantor's Property as legally described as *The East 10.00 feet of the North 24.00 feet of the South 169.15 feet of Lot 1, Hanks Subdivision, Story County, Iowa* (the "Easement Area").

2. Binding Effect. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, and assigns and shall be appurtenant to the Grantee's Property and shall run with the land.

3. Maintenance and Indemnification. As part of the consideration for the easement rights granted herein, Grantee shall take all necessary steps to ensure the existing private sewage disposal system is properly

**PUBLIC UTILITY EASEMENT
Recorders Cover Sheet**

Preparer Information:

Ryan L. Haaland
Davis Brown Law Firm
2605 Northridge Parkway
Ames, Iowa 50010

Return Document To:

Ranae M. Roberts
517 Meadow Brooke Place
Huxley, Iowa 50124

Grantor:

Dennis Hanks & Harriette P. Hanks
31940 570th Avenue
Cambridge, Iowa 50046

Grantee:

Story County, Iowa

Legal Description: See Exhibit A.

PUBLIC UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That DENNIS HANKS & HARRIETTE P. HANKS, a married couple, (collectively, the "Grantor") in consideration of the sum of One Dollar (\$1.00) to be paid by the STORY COUNTY, IOWA, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the STORY COUNTY, IOWA, a political subdivision of the State of Iowa (the "County"), and to all public utilities who may require use of the Easement Areas (defined herein), a perpetual public utility right-of-way easement, over, under, through, across and within the following described real estate:

See legal descriptions in Exhibit A, attached hereto and incorporated herein by this reference,

(the "Easement Areas") for the purpose of the County constructing, reconstructing, repairing, grading, improving, and maintaining public utilities, including, but not limited to, natural gas, telephone, sanitary sewer, storm drainage, water mains, and other public utilities, together with necessary appurtenances thereto, under, over, through, across and within said Easement Areas.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas without obtaining the prior written approval of the County or its designee.
2. **MAINTENANCE OF EASEMENT.** The owner or occupant of the affected lot shall keep and preserve that portion of the Easement Areas within its property in good repair and condition at all times, and shall not plant nor permit to grow any trees or other vegetative growth within the Easement Areas which might reasonably be expected to obstruct or impair the purposes of the easement.
3. **CHANGE IN GRADE PROHIBITED.** Grantor and their respective successors and assigns shall not change the grade, elevation or contour of any part of the Easement Areas without obtaining the prior written consent of the County or its designee.
4. **RIGHT OF ACCESS.** County and public utilities shall have the right of access to the Easement Areas from property adjacent to the Easement Areas and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Areas as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Areas and the right to improve, repair, and maintain the Easement Areas in whatever manner necessary or consistent with its purpose.
5. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and run with the land and shall be binding on Grantor and on Grantor's respective successors and assigns.
6. **PROPERTY TO BE RESTORED.** Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any improvements in any Easement Areas, the County shall restore the easement area in good and workmanlike manner to a condition comparable to its condition before construction, reconstruction or alteration.

Grantor does **HEREBY COVENANT** with the County that respective Grantor holds said real estate described in this Easement by fee simple title; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

[End of Instrument; Signature Page Follows]

IN WITNESS WHEREOF WE have hereunto affixed our hands this 1st day of Oct 2020.

DENNIS HANKS

Dennis Hanks
(Signature)

HARRIETTE P. HANKS

Harriette P. Hanks
(Signature)

STATE OF IOWA)
COUNTY OF Story)

ss:

Now on this 1 day of Oct 2020, before me personally appeared Dennis Hanks and Harriette P. Hanks, a married couple, and executed and acknowledged this foregoing instrument as their voluntary act and deed.

D. Schonhorst
Notary Public in and for the State of Iowa
My Commission Expires: 3-27-22

 **DOUG SCHONHORST**
Commission Number 709061
My Commission Expires 3-27-22

[End of Signature Pages; Exhibits to Follow]

Exhibit "A"
Legal Description of Easement Areas

PUBLIC UTILITY EASEMENT DESCRIPTION:

The North Ten Feet (10'), except the West Thirty-three Feet (33') thereof; the East Ten Feet (10'); and the South Ten Feet (10'), except the West Thirty-three (33') thereof; all in Lot One (1), Hanks Subdivision, Story County, Iowa; AND

The North Ten Feet (10'); the East Ten Feet (10'), except the South Twenty-five Feet (25') thereof; the North Ten Feet (10') of the South One Hundred Feet (100') of the West Two Hundred Thirty and Seventy-nine Hundredths Feet (230.79'), except the West Thirty-three Feet (33') thereof; and the West Ten Feet (10') of the East One Hundred Ninety-seven and Six Hundredths Feet (197.06') of the North Three Hundred Sixty-six and Ninety-eight Hundredths Feet (366.98'); all in Lot Two (2), Hanks Subdivision, Story County, Iowa.