

The Board of Supervisors met on 11/8/22 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Lisa Heddens, and Linda Murken, with Faisal presiding. (all audio of meetings available at storycountyiowa.gov). Faisal announced the polls are open today from 7 am - 8pm.

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

OPENING BIDS FOR MCFARLAND LAKE RESTORATION: Mike Cox, Conservation Director and Ryan Wiemond, Parks Superintendent, opened bids from the following bidders: Con-Struct, Ames, Iowa, bid security complete, with addendum #1, bidder identity form and bidder status form, total bid of \$1,296,386.00; RW Excavating, Prairie City, Iowa, bid security complete, with addendum #1, bidder identity form and bidder status form, total bid of \$1,237,487.14; Aaron Crane Construction, Manchester, Iowa, bid security complete, with addendum #1, bidder identity form and bidder status form, total bid at \$932,779.00; JNC Construction, Clearfield, Iowa, bid security complete, with addendum #1, bidder identity form and bidder status form, total bid of \$1,407,966.00; Healy Excavating, Lake View, Iowa, bid security complete, with addendum #1, bidder identity form and bidder status form, total bid of \$1,194,005.20; Nagel Construction, Allerton, Iowa, bid security complete, with addendum #1, bidder identity form and bidder status form, total bid of \$984,354.90; Iowa Earth Works, Huxley, Iowa, bid security complete, with addendum #1, bidder identity form and bidder status form, total bid of \$966,074.50. Cox stated Conservation will review all items and return to award the bid. He noted bids came in below the estimated cost.

PROCLAMATION RECOGNIZING 11/17/22 AS “STORY COUNTY PHILANTHROPY DAY”: The Board read the proclamation in full. Heddens moved, Murken seconded the approval of the Proclamation Recognizing 11/7/22 as “Story County Philanthropy Day.” Roll call vote. (MCU) Charlie Weber and Gina Perkins thanked the Board and announced an upcoming recognition ceremony.

PROCLAMATION RECOGNIZING NOVEMBER 13-19, 2022 AS HUNGER AND HOMELESSNESS AWARENESS WEEK IN STORY COUNTY: The Board read the proclamation in full. Murken moved, Heddens seconded the approval of the Proclamation Recognizing November 13-19, 2022 as Hunger and Homelessness Awareness Week in Story County. Roll call vote. (MCU) Shari Reilly of the Bridge Home thanked the Board.

MINUTES: 10/25/22 Minutes – Heddens moved, Murken seconded the approval of 10/25/22 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment, effective 11/6/22, in a) Secondary Roads for Joe Bottorf @ \$31.85/hr; Chris Erickson @ \$33.92/hr; Jim Memmer @ \$34.03/hr; effective 11/20/22, Justin Braland @ \$31.93/hr; Ryan Smith @ \$27.80/hr; Kyle Springer @ \$33.94/hr. Murken moved, Heddens seconded approving personnel actions as listed. Roll call vote. (MCU)

CLAIMS: 11/10/22 Claims of \$478,421.35 (run date 11/4/22, 33 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 (\$98.03), BooSt School Ready (\$3,732.08), BooSt Early Childhood (\$3,495.46), Emergency Management (\$834.68), E911 (\$925.71), County Assessor (\$1,131.04), City Assessor (\$32,972.70), and Central Iowa Community Services (\$373,932.64).

Heddens moved, Murken seconded approving claims as listed. Roll call vote. (MCU)

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

1. Memorandum of Understanding (MOU) between Emergency Management Agency (EMA) and the City of Ames for the use of the EMA Command and Control Trailer by the City of Ames
2. Public Official Bond Renewal with IMT Insurance for County Treasurer Ted Rasmusson, effective 1/1/23-1/1/27, for \$225.00
3. Contract for Highway Right-of-Way with Steve D. Allen & James F. Allen for the purchase of permanent easement for \$284.16 (FM-C085(S24)--55-85)
4. Provider Agreement between Story County and Tracy Tope for cosmetology hair care services for \$25.00 per haircut
5. Amendment No. 1 to the Grant Agreement between United Way of Story County (UWSC) and Story County for the Reimagining What’s Next for Story County: Emergency Food and 2-1-1 Supports Project
6. Grant Agreement, using American Rescue Plan Act (ARPA) funding, between Story County and the Ames Historical Society for funding towards the Ames History Museum Expansion Project for up to \$150,000.00 with a performance period of 5/10/22–12/31/26
7. Grant Agreement, using American Rescue Plan Act (ARPA) funding, between Story County and the City of Huxley for the Water Treatment Plan Expansion and Well Field Project for up to \$500,000.00 with a performance period of 1/25/22–12/31/26
8. Contract between Story County and RMH Architects for design and engineering services for the Administration Building generator capacity increase project, effective 11/8/22-11/8/24, for \$45,400.00
9. Road Closure Resolutions: #23-28, #23-29
10. Utility Permits: #23-6639, #23-6646, #23-6648, #23-6651, #23-6658, #23-6659, #23-6665, #23-6666

Roll call vote. (MCU)

PROVIDING IDENTIFICATION BADGES FOR CENTRAL IOWA COMMUNITY SERVICES (CICS)

EMPLOYEES: Joby Brogden, Facilities Management Director, reported on need and cost of badges. Discussion took place. Murken stated Story County is just providing the service. Karla Webb, CICS Director, reported on the need for photo identification and lack of process at CICS. Murken moved, Heddens seconded the approval of providing identification badges for CICS employees as described. Roll call vote. (MCU)

PROPOSAL FOR \$191,000.00 RECEIVED FROM THE DES MOINES AREA METROPOLITAN PLANNING ORGANIZATION (MPO) FOR PLANNING CONSULTING SERVICES FOR THE IMPLEMENTATION OF THE HOUSING ACTION PLAN: Leanne Harter, County Outreach and Special Projects Manager, reported on background information and previous commitment to the endeavor. She recommends funding through ARPA, not to exceed \$191,000.00. Harter provided additional detail. Heddens moved, Murken seconded the approval of Proposal for \$191,000.00 received from the Des Moines Area MPO for planning consulting services for the implementation of the Housing Action Plan, to be funded from ARPA. Roll call vote. (MCU)

FY24-28 CAPITAL IMPROVEMENTS PLAN (CIP) PROCESS AND TIMEFRAME: Leanne Harter, County Outreach and Special Projects Manager, reported on process and schedule. Murken moved, Heddens seconded the approval of FY24-28 CIP Process and Timeframe and any adjustments necessary. Roll call vote. (MCU)

RESOLUTION #23-35, EXTENDING THE AMES URBAN FRINGE PLAN 28E AGREEMENT TO 1/1/23: Amelia Schoeneman, Planning and Development Director, reported on the cities of Ames and Gilbert will also extend. Heddens moved, Murken seconded the approval of Resolution #23-35, Extending the Ames Urban Fringe Plan 28E Agreement to 1/1/23. Roll call vote. (MCU)

PROPERTY CLEAN-UP, DEMOLITION OF STRUCTURES, AND DEBRIS REMOVAL AT 56314 170TH STREET AMES, IOWA DRAFT REQUEST FOR PROPOSALS (RFP): Amelia Schoeneman, Planning and Development Director, provided an overview. Schoeneman reported voluntary compliance is usual but in this instance no progress has been made. However, there is a Code provision entitling the County to enter and clean-up a property and then assess the costs to the property owner. Schoeneman reported it is an un-budgeted expense, and staff anticipates the cost will exceed \$25,000.00. Therefore, she proposes issuing an RFP to determine actual cost. She outlined the RFP process and timeline. Discussion took place. Schoeneman provided additional detail on the process. Murken moved, Heddens seconded the approval of Property Clean-Up, Demolition of Structures, and Debris Removal at 56314 170th Street, Ames, Iowa, Draft RFP as presented. Roll call vote. (MCU)

GENERAL ASSISTANCE QUARTERLY REPORT: Director Erin Rewerts highlighted caseload numbers, automated phone system, Central Intake program, and general assistance.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All Board members reported on multiple upcoming meetings. Heddens thanked veterans for their service.

Heddens moved, Murken seconded to adjourn at 11:00 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Meeting Agenda
Administration Building 900 6th St., Nevada, IA
11/8/22

1. SPECIAL NOTE TO THE PUBLIC: This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

Members of the public can participate by using the information below:

To join the zoom meeting by computer, tablet, smartphone:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

[HTTPS://US02WEB.ZOOM.US/J/89020467327?
PWD=SNNXWfVJN1HYTXVDB3Z3RUPLB2TVQT09](https://us02web.zoom.us/j/89020467327?pwd=SNNXWfVJN1HYTXVDB3Z3RUPLB2TVQT09)

Passcode: 018323

Description: Weekly Board Meeting

Or One tap mobile:

+16469313860,,89020467327#,,,,*018323# US

+19292056099,,89020467327#,,,,*018323# US (New York)

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 309 205 3325 or
+1 312 626 6799 or +1 719 359 4580 or +1 253 215 8782 or +1 346 248 7799 or +1 386
347 5053 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833

Webinar ID: 890 2046 7327

Passcode: 018323

International numbers available:

[HTTPS://US02WEB.ZOOM.US/U/KQDBHTWZL](https://us02web.zoom.us/j/89020467327?pwd=SNNXWfVJN1HYTXVDB3Z3RUPLB2TVQT09)

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
6. Bid Opening For McFarland Lake Restoration - Mike Cox

Department Submitting Conservation

7. Consideration Of Proclamation Recognizing November 17, 2022 As "STORY COUNTY PHILANTHROPY DAY" - Charlie Weber

Department Submitting Board of Supervisors

Documents:

PROCLAMATION STORY COUNTY PHILANTHROPY 2022.PDF

8. Consideration Of Proclamation Recognizing November 13-19, 2022 As Hunger And Homelessness Awareness Week In Story County

Department Submitting Board of Supervisors

Documents:

PROCLAMATION HUNGER.PDF

9. AGENCY REPORTS:

10. CONSIDERATION OF MINUTES:

I. 10/25/22 Minutes

Department Submitting Auditor

11. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) pay adjustment, effective 11/6/22, in a) Secondary Roads for Joe Bottorf @ \$31.85/hr; Chris Erickson @ \$33.92/hr; Jim Memmer @ \$34.03/hr; effective 11/20/22, Justin Braland @ \$31.93/hr; Ryan Smith @ \$27.80/hr; Kyle Springer @ \$33.94/hr.

Department Submitting Auditor

12. CONSIDERATION OF CLAIMS:

I. 11/10/22 Claims

Department Submitting Auditor

Documents:

CLAIMS 111022.PDF

13. 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 Memorandum Of Understanding Between Emergency Management And The City Of Ames For The Use Of The EMA Command And Control Trailer By The City Of Ames

Department Submitting Auditor

Documents:

MOU.PDF

II. Consideration Of Public Official Bond Renewal With IMT Insurance For Ted Rasmuson Effective 1/1/23 - 1/1/27 For \$225.00

Department Submitting Human Resources

Documents:

RASMUSSON BOND.PDF

- III. Consideration Of Contract For Highway Right Of Way With Steve D. Allen & James F. Allen For The Purchase Of Permanent Easement For \$284.16(FM-C085(S24)--55-85)

Department Submitting Engineer

Documents:

ROW CTR ALLEN.PDF

- IV. Consideration Of Provider Agreement Between Story County And Tracy Tope For Cosmetology Hair Care Services For \$25.00 Per Haircut

Department Submitting Sheriff

Documents:

TRACY TOPE CONTRACT.PDF

- V. Consideration Of Amendment No. 1 To The Grant Agreement Between United Way Of Story County (UWSC) And Story County For The Reimagining What's Next For Story County: Emergency Food And 2-1-1 Supports Project

Department Submitting Board of Supervisors

Documents:

17AMD1CONTRACT.PDF

- VI. Consideration Of Grant Agreement Using American Rescue Plan Act (ARPA) Funding Between Story County And The Ames Historical Society For Funding Towards The Ames History Museum Expansion Project For Up To \$150,000 With A Performance Period Of 5/10/22 – 12/31/26

Department Submitting Board of Supervisors

Documents:

41CONTRACTBOS.PDF

- VII. Consideration Of Grant Agreement Using American Rescue Plan Act (ARPA) Funding Between Story County And The City Of Huxley For The Water Treatment Plan Expansion And Well Field Project For Up To \$500,000 With A Performance Period Of 1/25/22 – 12/31/26

Department Submitting Board of Supervisors

Documents:

18BOSCONTRACT.PDF

VIII. Consideration Of Contract Between Story County And RMH Architects For Design And Engineering Services For Administration Building Generator Capacity Increase Effective 11/8/22 - 11/8/24 For \$45,400 (Budgeted)

Department Submitting Facilities Management

Documents:

GENERATOR.PDF

IX. Consideration Of Road Closure Resolution(S):#23-28, #23-29

Department Submitting Engineer

Documents:

RC 23 28.PDF

RC 23 29.PDF

X. Consideration Of Utility Permit(S): #23-6639, #23-6646, #23-6648, #23-6651, #23-6658, #23-6659, #23-6665, #23-6666

Department Submitting Engineer

Documents:

UT 23 6639.PDF

UT 23 6646.PDF

UT 23 6648.PDF

UT 23 6651.PDF

UT 23 6658.PDF

UT 23 6659.PDF

UT 23 6665.PDF

UT 23 6666.PDF

14. PUBLIC HEARING ITEMS:

15. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Providing Identification Badges For CICS Employees - Joby Brogden And Karla Webb

Department Submitting Facilities Management

Documents:

CICS BADGES.PDF

II. Discussion And Consideration Of Proposal For \$191,000 Received From The Des Moines Area MPO For Planning Consulting Services For The Implementation Of The

Housing Action Plan - Leanne Harter

Department Submitting Board of Supervisors

Documents:

DMAMPOPROPOSAL.PDF

III. Consideration Of FY2024-2028 Capital Improvements Plan Process And Timeframe -
Leanne Harter

Department Submitting Board of Supervisors

Documents:

CIP TIMEFRAME.PDF

IV. Discussion And Consideration Of Resolution #23-35, Extending The Ames Urban Fringe
Plan 28E Agreement To January 1, 2023 - Amelia Schoeneman

Department Submitting Planning and Development

Documents:

MEMO.PDF
RESOLUTION 23 35.PDF

V. Discussion And Consideration On Property Clean-Up, Demolition Of Structures, And
Debris Removal At 56314 170th Street Ames, Iowa Draft RFP – Amelia Schoeneman

Department Submitting Planning and Development

Documents:

MEMO.PDF
REQUEST FOR PROPOSAL.PDF

16. DEPARTMENTAL REPORTS:

I. General Assistance Quarterly Report - Erin Rewerts

Department Submitting Auditor

Documents:

GA QTR.PDF

17. OTHER REPORTS:

18. UPCOMING AGENDA ITEMS:

19. PUBLIC COMMENT #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.

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

21. 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

11/8/22

NAME

ADDRESS

Sammie Moorman, Gina Perkins
Joby Brogden
Greg Pikkapp
Ryan Wiemold
Vanessa Baker-Gutman
Debra R. Emery
Erin Rewerts
Charlie Weber
Mike Cox
Karla Webb
Sandra King
Shari Reilly

11041 T Ave Madrid
5500 240th Ames
SCFM
Ames Chamber.
Conservation
515 Clark Ave Ames
515 Clark Ave - Ames
General Assistance
3237 Evergreen Rd, Ames
Conservation
CICS
BoS
The Bridge Home Ames

Story County, Iowa

Proclamation

“Philanthropy Day November 17”

WHEREAS, for seventeen years, the Story County Alliance for Philanthropy has created awareness of philanthropy efforts in Story County and recognized over seventy five outstanding Adult and Youth Individuals, Families, Groups and Businesses throughout Story County who have exhibited outstanding financial or leadership support for many charitable causes; and

WHEREAS, the purpose of the proclamation is to educate the public about the many examples of philanthropy that have occurred and continue to occur in Story County; and

WHEREAS, the Story County Alliance for Philanthropy creates awareness of philanthropy in Story County throughout the month of November as a part of National Philanthropy Month; and

WHEREAS, philanthropy can have many definitions, including adult and youth individuals, families, groups and businesses that volunteer and donate time, effort, leadership, skills, knowledge, property or money to actively promote human welfare to improve quality of life, which enables everyone to celebrate the extraordinary change that fundraising and philanthropy have helped to create in our world; and

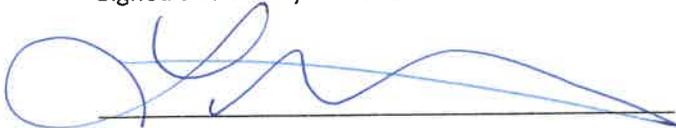
WHEREAS, annual award categories include Individual/Family Philanthropist, Business/Corporate/Foundation Philanthropist, Group Philanthropist, Individual Fundraiser and Youth Group Philanthropist; and

WHEREAS, there are many organizations committed to creating awareness of and providing recognition of philanthropy in Story County, which include planning committee members: Able Up Iowa, Boys & Girls Clubs of Story County, ChildServe, Cultivating Hope Farms, Friendship Ark, Good Neighbor Emergency Assistance, Iowa State Memorial Union, ISU College of Agriculture and Life Sciences, Iowa State University Foundation, Mary Greeley Medical Center Foundation, Octagon Center for the Arts, Story County Community Foundation, The ARC of Story County, The Bridge Home, United Way of Story County and Youth and Shelter Services (YSS); and

WHEREAS, Story County Board of Supervisors recognizes the value of philanthropy in helping many individuals in Story County;

THEREFORE, We, the Story County Board of Supervisors of Story County, do hereby proclaim November 17, 2022 as “STORY COUNTY PHILANTHROPY DAY”. On behalf of our community, we encourage all citizens to recognize the many philanthropic efforts of our citizens.

Signed this 8th day of November 2022.



Story County Board of Supervisors, Chair

PROCLAMATION
Hunger and Homelessness Awareness Week

November 13-19, 2022

WHEREAS, for the past thirty 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 (TBH), Food At First, Good Neighbor Emergency Assistance, Mid-Iowa Community Action (MICA), Story County General Assistance, The Hunger Collaboration, The Salvation Army, Veterans Affairs, Youth and Shelter Services (YSS), as well as various area churches and food pantries;

WHEREAS, there the focus of National Hunger and Homelessness Awareness Week 2022 continues to "Volunteer. Donate. Educate"; 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.

NOW, THEREFORE, BE IT RESOLVED THAT, We, the Story County Board of Supervisors, do hereby proclaim November 13-19, 2022 as Hunger and Homelessness Awareness Week in Story County. We recognize that hunger and homelessness continue to be a serious problem for many individuals and families here and encourage all citizens to recognize that many people do not have housing and need support from citizens and private/public nonprofit service entities.

 SIGNATURE	<u>11-8-22</u> DATE
 SIGNATURE	<u>11-8-22</u> DATE
 SIGNATURE	<u>11-8-22</u> DATE



MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN THE STORY COUNTY EMERGENCY MANAGEMENT AGENCY, STORY COUNTY, IOWA, AND THE CITY OF AMES, IOWA

This Memorandum of Understanding (hereafter "MOU") is entered into between the Story County Emergency Management Agency (SCEMA), Story County, Iowa (County), and the City of Ames, Iowa (Ames) for use of the SCEMA Command and Control Trailer by the City of Ames.

1. Introduction

SCEMA owns a 26-foot command and control trailer ("trailer") available to local jurisdictions by request for emergency and disaster response. The trailer is housed in a storage building at 1521 Florida Ave, Ames, Iowa that is owned by Story County.

Ames is a municipality in Story County that has a need for command and control capabilities for emergency and disaster responses within the City of Ames. This MOU will establish a relationship of cooperation between SCEMA, Story County and the City of Ames for use of the trailer when not otherwise deployed by the SCEMA.

2. Requirements

In consideration of the relationship of cooperation between the SCEMA and Ames, each agree to the following:

- a. Ames shall:
 - i. Contact SCEMA to request access to the trailer to ensure availability for local response.
 - ii. Provide sufficient vehicle capabilities to transport the trailer in a safe manner.
 - iii. Identify individuals to be trained on the safe operation of the trailer to include the movement and return of the trailer to the storage shed.
 - iv. Only allow individuals trained by SCEMA to deploy the trailer on behalf of Ames.
 - v. Immediately report to SCEMA any damage to the trailer or its contents.
 - vi. With a SCEMA representative, conduct a visual inspection of the trailer for damages after deployment by Ames.
 - vii. Immediately report any damage to the storage building or its contents during deployment or demobilization to SCEMA.
 - viii. Replace any consumable items used by Ames with like items or pay for the costs of replacement for the items.
 - ix. Refuel the trailer before it is returned to the storage site.
- b. SCEMA shall:
 - i. Allow Ames use of the trailer for emergency and disaster response within the City of Ames when the trailer is available.
 - ii. Advise the Ames Fire Chief via email when the trailer is unavailable due to deployment elsewhere or when out-of-service for repairs.
 - iii. Assist with the deployment of the trailer to the designated location if/when SCEMA personnel are available.
 - iv. Provide training to approved Ames personnel for safe operation of the trailer.

- v. With a designated representative from Ames, conduct a visual inspection of the trailer for damage after deployment by Ames.
- vi. Provide the means for Ames to access the trailer storage site 24/7.
- vii. SCEMA will notify Story County of any damages to the storage site or its contents through the Facilities Management Director.

3. Liability; Insurance

- a. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other parties.
- b. Each party shall maintain the appropriate insurance coverage or self-insure for liabilities that may arise from the activities set forth in this agreement.
- c. Should an accident occur while Ames is towing the trailer that causes damage to public or private property, Ames will be liable for said damage to public or private property.
- d. Should damage occur to the trailer or its contents that are unrelated to a motor vehicle accident while Ames is deploying or returning the trailer, Ames will reimburse SCEMA for the insurance deductible or the cost of repairs; whichever is less.
- e. Should Ames cause damage to either the storage building or its contents while Ames is deploying or returning the trailer without the supervision of SCEMA personnel, Ames will be responsible for the payment of the insurance deductible or repair costs, whichever is less.

4. Amendments:

This agreement shall not be supplemented, amended or modified except on the express written agreement of all parties.

5. Termination:

This agreement may be terminated by any party for its convenience upon 30 days prior written notice to the other parties.

6. Effective Date:

This agreement is effective beginning the 8th day of November, 2022 and will remain in effect for five (5) years from the last date of signature. Six months prior to the termination of this agreement, the parties will review the agreement and determine if it shall be extended for an additional five (5) years.

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SIGNATURE PAGE FOLLOWS

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed by their duly authorized representatives.

STORY COUNTY EMERGENCY MANAGEMENT AGENCY

By:  Date: 10/19/22
Linda, Murken
Chair of the Story County Emergency Management Commission

STORY COUNTY, IOWA

By:  Date: 11-8-22
Latifah Faisal, Chair of the Story County Board of Supervisors

CITY OF AMES, IOWA

By:  Date: 9/27/22
John A. Haila
Mayor of the City of Ames

RESOLUTION NO. 22-504

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING WITH STORY COUNTY EMERGENCY MANAGEMENT FOR THE CITY OF AMES, IOWA

WHEREAS, the City has taken steps towards preparedness for the next community-wide emergency or disaster. Those steps include identification of hazards, risk assessments, and developing hazard mitigation strategies, with one overall goal of reducing the potential loss of life and property by minimizing the impact of a disaster; and,

WHEREAS, during larger scale emergencies or disasters, onsite incident commanders from multiple agencies will come together and form a Unified Command Post to make critical onsite decisions face-to-face. Many times, a mobile command vehicle or trailer is used to facilitate an onsite Unified Command Post. A mobile command vehicle or trailer provides protection from the elements, provides enhanced communication technology and equipment, workstations, and a central data collection point for all on scene operations; and,

WHEREAS, the City has maintained a mobile command vehicle over the last twenty years, which happens to be a retired CyRide bus. The vehicle has reached its end of service life and has become unreliable. City staff has been exploring options for a replacement vehicle; and,

WHEREAS, during the June 2021 train derailment in Ames, Story County Emergency Management (SCEMA) provided its 26-foot Command-and-Control Trailer for command operations over several days. This experience illustrated that a mobile command trailer would be a better, more versatile, and economical option than purchasing a new mobile command vehicle; and,

WHEREAS, as planning for the acquisition of a mobile command trailer continues, SCEMA offered access to its trailer for emergencies and disasters when it is not already in use at another incident. The trailer is housed in a storage building in Ames, making access to the trailer quick and convenient for City staff. A memorandum of understanding (MOU) with Story County has been prepared to govern how the City may use of the trailer when not otherwise deployed by the SCEMA. According to the MOU, the City would have access to the trailer for emergency events free-of-charge. The initial term of the MOU would be five years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ames, Iowa, that the Memorandum of Understanding Between Story County Emergency Management and the City of Ames is hereby approved.

ADOPTED THIS 27th day of September, 2022.



Renee Hall, City Clerk



John A. Haila, Mayor



INSURANCE

APPROVED DENIED
Board Member Initials: [Signature]
Meeting Date: 11-8-22
Follow-up action:

IOWA PUBLIC OFFICIAL BOND FORM

Bond No. SY95292

KNOW ALL MEN BY THESE PRESENTS:

That we, Ted Rasmusson, of the County of Story, and State of Iowa, as Principal, and IMT Insurance Company, as Surety, ARE HELD AND FIRMLY BOUND unto the State of Iowa, and the County of Story (County, School District, City, Township) in the penal sum of Fifty Thousand and No/100 (\$ 50,000.00)Dollars lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, executors and administrators. THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, the above bounden Ted Rasmusson

having been duly Elected (Elected or Appointed) (Title of Office) for the term of Four (4) Year(s) from the 1st day of January, 2023, that as Treasurer (Title of Office) in and for County of Story (County, School District, City, Township)

he/she will render a true account of his/her doings therein to the proper authority, when required, or by law; that he/she will promptly pay over to the officer or person entitled thereto all moneys which may come into his/her hands by virtue of his/her office; that he/she will promptly account for all balances of money remaining in his/her hands at the termination of his/her office, that he/she will exercise all reasonable diligence and care in the preservation and lawful disposal of all money, books, papers, securities, or other property appertaining to his/her said office, and deliver them to his/her successor or to any other person authorized to receive the same; and that he/she will faithfully and impartially, without fear, favor, fraud or oppression, discharge all duties now or hereafter required of his/her office by law, and the securities on such bond shall be liable for all money or public property that may come into the hands of such officer at any time during his/her possession of such office, then this bond to be void, otherwise in full force.

Signed this 3rd day of October, 2022

Ted Rasmusson
X [Signature]
Principal

IMT Insurance Company
By [Signature]
Abby-Jaye Larson, Attorney-in-Fact

OATH OF OFFICE

STATE OF IOWA, Story County, ss:

I, Ted Rasmusson, solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially to the best of my ability discharge the duties of the office of Treasurer in Story County as now or hereafter required by law.

Ted Rasmusson
X [Signature]
Principal

Subscribed and sworn to before me this 26 day of October, 2022

My Commission Expires



X [Signature]
Notary Public

Prepared by: Darren R. Moon, Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 08-23-400-480
 PROJECT No: FM-C085(S24)--55-85
 ROAD No: (730th AVE.)

THIS AGREEMENT made and entered into this 2nd day of June, A.D. 2022 by and between
STEVEN D. ALLEN AND JAMES F. ALLEN

Seller, and the Story County Secondary Roads Department, acting for the County of Story, Buyer.

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):

The West 17.00 feet of the East 50.00 feet of the North 100.00 feet of the South 800.00 feet in the SE¼, SE¼ of Section 23, Township 84 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.12 acres of which 0.08 acres is existing R.O.W.

County of Story, State of Iowa, and more particularly described on Page 3 and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page -, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

1.c The premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. Buyer may take immediate possession of premises upon the execution of the contract by both Seller and Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and to surrender physical possession of the premises as shown:

	Payment Amount	Agreed Performance
\$	<u>284.16</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>286.16</u>	TOTAL LUMP SUM

BREAKDOWN:	ac.=acres	sq.ft.=square feet			
Land by Fee Title		ac./sq.ft.	\$	Buildings & Improvements	\$
Underlying Fee Title		ac./sq.ft.	\$	Fence _____ rods woven	\$
Permanent Easement	<u>0.04</u>	ac./sq.ft.	\$ <u>259.16</u>	Fence _____ rods barb	\$
Temporary Easement		ac./sq.ft.	\$		\$
Damages for:					

Future Abstract Entry in the amount of \$25.00

4. The Seller is responsible for any and all matters relating to any tenant on the land and hereby releases the Buyer from all tenant liabilities.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X _____
X _____

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 2 day of June, 2022, before me, the undersigned, personally appeared Steve Allen and Jim Allen

Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of IA



BUYER'S APPROVAL

Recommended by: Darren Moon P.E., Story County Engineer (Date) 8-30-22

Approved by: Chairperson, Story County Board of Supervisors (Date) 11.8.22

"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

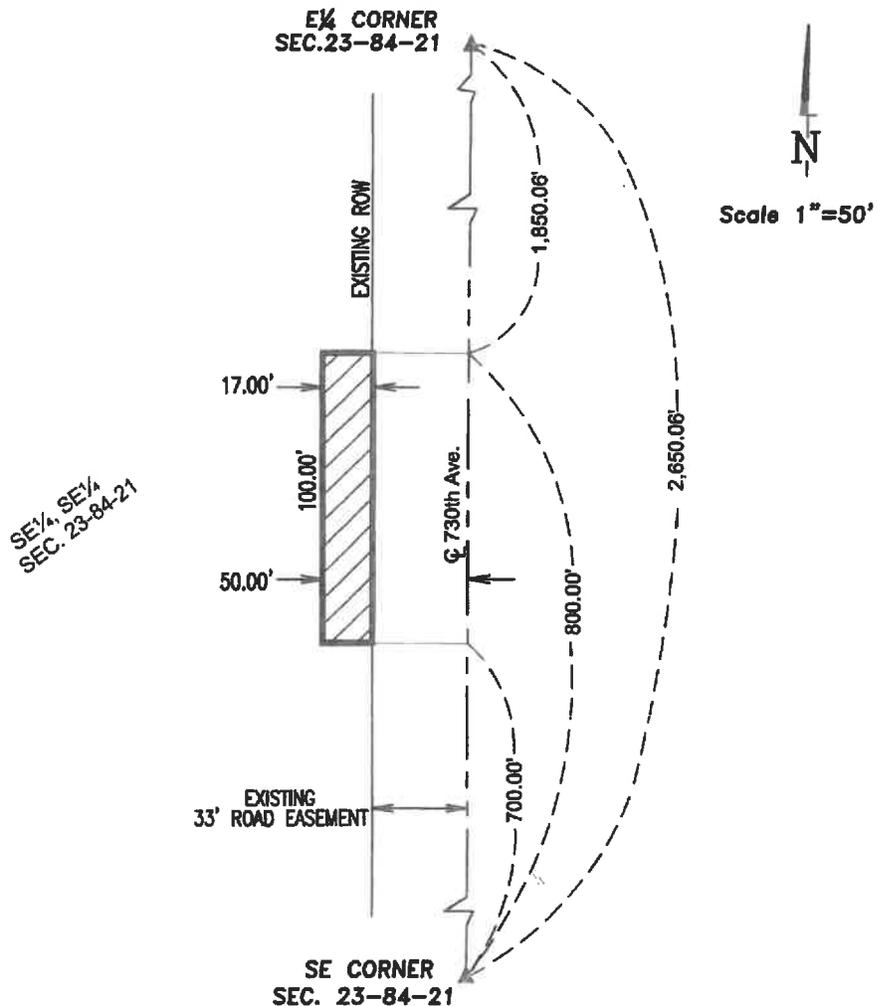
PROJECT NO. FM-C085(S24)--55-85 PARCEL NO. 08-23-400-480

SECTION 23, TOWNSHIP 84N, RANGE 21W, OF THE 5TH P.M., STORY COUNTY, IOWA.

ACQUIRED FROM STEVEN D. ALLEN AND JAMES F. ALLEN

EXISTING R.O.W. 0.08 ACRES NEW R.O.W. 0.04 ACRES TOTAL R.O.W. 0.12 ACRES

The West 17.00 feet of the East 50.00 feet of the North 100.00 feet of the South 800.00 feet in the SE $\frac{1}{4}$, SE $\frac{1}{4}$ of Section 23, Township 84 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.12 acres of which 0.08 acres is existing R.O.W.



DATE DRAWN 2/24/2022

Provider Agreement

THIS AGREEMENT is entered into by and between Story County (Story County Sheriff's Office Jail Division), whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and **Tracy Tope**, hereinafter referred to as "Provider", whose mailing address and telephone number is 1433 W. 7th Nevada, IA 50201, Telephone 515-357-1691.

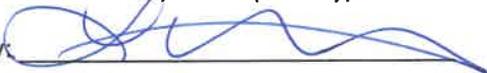
1. **PURPOSE AND INTENT.** The purpose of the agreement is for the Provider to provide cosmetology hair care services to the inmate population of the Story County Jail.
2. **FEES, EXPENSES & COMPENSATION.** Provider may charge an individual per inmate haircut fee of \$25.00 for professional services necessary in the terms of this Agreement. Provider agrees that the individual per inmate haircut fee shall be totaled per visit and shall be the Provider's sole compensation for professional services and work performed per visit because of this Agreement. The Provider may ask to renegotiate the rate of the individual haircut fee, due to changes in current market rates, by giving 30 days written notice to the County. The Provider understands that the County reserves the right to request additional specific information in assessing the accuracy of claim information.
3. **INDEPENDENT CONTRACTOR.** It is understood that provider is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of the County. The Provider shall maintain all licensing and training required by the State of Iowa to provide professional cosmetology services. It is also understood that the provider will supply all equipment and supplies (with the exception of haircut chair provided by the County) needed to facilitate hair care services to the County (Story County Sheriff's office Jail Division). It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement. The parties agree that this is a **non-exclusive agreement**, meaning the County may hire additional Providers to perform the same service if deemed necessary.
4. **INSURANCE & TAXES.** Provider is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. Provider is also responsible for any payment of State and Federal taxes and any other applicable tax. Provider is not eligible for any benefits the County may provide for its employees.
5. **CONFIDENTIALITY.** Provider agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.
6. **TERM AND TERMINATION OF AGREEMENT.** This agreement is effective on the 24 day of Nov, 2022 for a period of ___ year(s). The County may terminate this agreement

immediately upon Provider's refusal to, or inability to perform under the agreement or Provider's breach of this agreement. Either party may terminate this agreement for any reason, without cause, by giving written notice to the other party.

7. ACCESS TO BOOKS AND RECORDS. Unless otherwise required by applicable laws, Provider shall allow the County access to all books and records for the purpose of auditing or reviewing Provider's claims, upon request by the County. Provider's failure to provide access under this section shall constitute a material breach of the agreement.
8. REQUIREMENTS. Provider hereby agrees to perform all duties in accordance with all state and federal laws and regulations and jail facility rules. Provider assures that no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations and jail facility rules shall be considered a material breach of this agreement by the Provider.
9. EXTENSION. If mutually agreeable to County and Provider, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.
10. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.
11. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts.

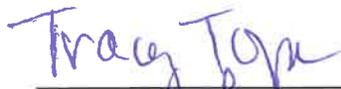
This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

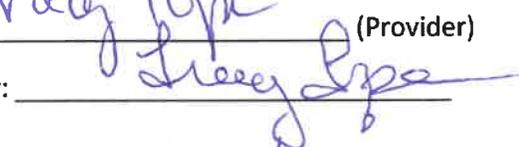
STORY COUNTY, IOWA (County)

By: 

Chairperson of the Board of Supervisors

Dated: 11.8.22

 (Provider)

By: 

Dated: 10/27/22

AMENDMENT NO. 1
To
Grant Agreement
for
CONTRACT FOR UNITED WAY OF STORY COUNTY – Reimagining What’s Next for Story County:
Emergency Food and 2-1-1 Supports
ARPA SUBRECIPIENT NO. 17
Dated November 8, 2022

This AMENDMENT No. 1 is by and among the County of Story, Iowa and the United Way of Story County (collectively, “the Parties”). In consideration of the mutual covenants herein made, the Parties agree as follows:

SECTION 1. PURPOSE OF AMENDMENT

1. Parties agree that an amendment should be made the following from Exhibit B of the Grant Agreement:
 - a. ISU Extension and Outreach is no longer providing 211 services as of July 1, 2022. The calling center for Story County is now through United Way of Central Iowa.

SECTION 2. AMENDMENT ALLOWED.

1. The Grant Agreement provides for this Amendment in Section 6 (D) as follows: **Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, one Application is attached hereto as Exhibit B and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the County may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.
2. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment.

STORY COUNTY, IOWA (County)

UNITED WAY OF STORY COUNTY (Subrecipient)

By: 
Chairperson of the Board of Supervisors

By: 

Dated: 11-8-22

Dated: 10-25-2022

GRANT AGREEMENT

AN AGREEMENT WITH THE AMES HISTORICAL SOCIETY FOR FUNDING TOWARDS THE AMES HISTORY MUSEUM EXPANSION PROJECT

THIS AGREEMENT ("Agreement") is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and the Ames Historical Society, hereinafter referred to as "Grantee", whose mailing address and telephone number is PO Box 821 Ames, Iowa 50010, telephone 515-232-2148.

1. PURPOSE AND INTENT

The purpose of the agreement is for the Grantee to use \$150,000 funded from ARPA Recovery Funds lost revenue towards funding construction of the Ames History Museum Expansion Project. The Grantee acknowledges that (1) the source of funding awarded for this project is the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from "Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds" dated February 28, 2022, version 3.0.) In order to accomplish the objectives of the American Rescue Plan Act (ARPA) to respond to the public health emergency or negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, the County and Grantee agree as follows.

2. DISBURSEMENT OF FUNDS

The County will pay Grantee an amount not to exceed \$150,000. The funds will be disbursed in one lump-sum payment of \$150,000.

3. REPORTING

In exchange for payment received, Grantee agrees to provide the County quarterly reporting on expenditures and obligations made with ARPA funds and annual reporting regarding the \$150,000.00 funded from ARPA Recovery Funds lost revenue towards funding construction of the Ames History Museum Expansion Project. A timeline for quarterly reporting is attached as Exhibit A.

4. TERMS

The terms of this service agreement shall begin upon the execution of this contract by the Chair of the Story County Board of Supervisors. Agreement shall terminate upon the exhaustion of ARPA funds by Grantee. Agreement will terminate no later than 12/31/2026.

- (A) This Agreement shall remain in effect until one of the following events has occurred:
- a. The Grantee and the County replace this Agreement with another written agreement;

- b. All of Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements; or
- c. This Agreement has been terminated pursuant to the provisions of Section 4 hereof.

5. TERMINATION

The County, in its sole and absolute discretion, may terminate this Agreement:

- a. if the Grantee has breached any provision of this Agreement or has failed to comply with any applicable state or federal law or regulation applicable to any Project; or
- b. if any representation or warranty made by the Grantee in any Proposal, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- c. *Notice of Termination.* The County shall provide the Grantee with written notice of termination of this Agreement. The termination of this Agreement shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- d. *Effect of Termination.* Upon termination of this Agreement, the Grantee shall reimburse the County for all costs and disbursements of the project terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination. The Grantee shall return any unused portion of the funds to the County within thirty days of notification of termination.
- e. Grantee may terminate this agreement by giving a 21-day notice by certified mail to the County.

6. AFFIRMATIVE COVENANTS

- a. *Ratification.* By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).
- b. *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the

corporate existence of the Grantee nor the title to office of any authorized representatives of the Grantee executing this Agreement, is being contested.

- c. No Conflicts. The authorization, execution and delivery of this Agreement, and performance by the Grantee of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- d. SAM.gov Registration. Grantee shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") herein listed is the correct number for the Grantee as of the date hereof. If Grantee is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Provider.
 - i. Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS")
MEMPHISLIM21
- e. Reporting and Compliance with Laws. The Grantee shall comply with all reporting requirements as determined by Story County. In addition, the Grantee agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Grantee covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- f. Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975.
- g. If for any reason Grantee is unable to meet the terms as agreed upon above Grantee shall notify the COUNTY and return any unused portion of the funds to the COUNTY within 30 days of that notification.

7. ASSIGNMENTS

Grantee's obligation and duties under this Agreement shall not be assigned without the permission of the County.

8. INDEMNIFICATION

Grantee shall hold harmless the County for any injury or damage caused by the acts or omissions of Grantee on employees or agents and Grantee agrees to indemnify the County for any such injury or damages.

9. DISPUTES

Any disputes that arise between the County and Grantee would be governed by Iowa law and be litigated in Story County.

10. ACCESS TO BOOKS AND RECORDS

Unless otherwise required by applicable laws, Grantee shall allow the County access to all books and records for purposed of auditing or reviewing Grantee's claims, upon request by the County. Grantee's failure to provide access under this section shall constitute a material breach of the agreement.

- a. Recordkeeping. The Grantee shall maintain accounts and records with respect to the Project in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to the Project for a period of seven years after all proceeds have been expended or returned to the County. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine-readable formats. Grantee agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

11. REQUIREMENTS

Grantee hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Grantee assures that no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Grantee.

12. COMPLETE AGREEMENT

This is the entire agreement between the County and Grantee.

STORY COUNTY, IOWA (County)

By:

Ames Historical Society (Grantee)

By:



Chairperson of the Board of Supervisors

Dated:

11-8-22



Authorized Representative

Dated:

9/23/22

Exhibit A

Report	Year	Quarter	Period Covered	Due Date (Treasury)	Due Date (to Story County)
1	2021	2-4	March 3 - December 31	31-Jan-22	NA
2	2022	1	January 1 - March 31	30-Apr-22	NA
3	2022	2	April 1 - June 30	31-Jul-22	NA
4	2022	3	July 1 - September 30	31-Oct-22	10/5/2022
5	2022	4	October 1 - December 31	31-Jan-23	1/5/2023
6	2023	1	January 1 - March 31	30-Apr-23	4/5/2023
7	2023	2	April 1 - June 30	31-Jul-23	7/6/2023
8	2023	3	July 1 - September 30	31-Oct-23	10/4/2023
9	2023	4	October 1 - December 31	31-Jan-24	1/4/2024
10	2024	1	January 1 - March 31	30-Apr-24	4/3/2024
11	2024	2	April 1 - June 30	31-Jul-24	7/3/2024
12	2024	3	July 1 - September 30	31-Oct-24	10/3/2024
13	2024	4	October 1 - December 31	31-Jan-25	1/6/2025
14	2025	1	January 1 - March 31	30-Apr-25	4/3/2025
15	2025	2	April 1 - June 30	31-Jul-25	7/3/2025
16	2025	3	July 1 - September 30	31-Oct-25	10/3/2025
17	2025	4	October 1 - December 31	31-Jan-26	1/6/2026
18	2026	1	January 1 - March 31	30-Apr-26	4/3/2026
19	2026	2	April 1 - June 30	31-Jul-26	7/6/2026
20	2026	3	July 1 - September 30	31-Oct-26	10/5/2026
21	2026	4	October 1 - December 31	31-Mar-27	1/6/2027

Grant Agreement
**CONTRACT FOR WATER TREATMENT PLANT EXPANSION AND WELL FIELD – CITY OF HUXLEY, ARPA
SUBRECIPIENT NO. 18
Municipalities**

THIS AGREEMENT (“Agreement”) is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as “County”, and the City of Huxley, Iowa, the Municipality, a political subdivision of the State of Iowa located within the territorial boundaries of Story County, listed in the application attached hereto as Exhibit A hereinafter referred to as “Subrecipient”, whose mailing address and telephone number is 515 N Main Ave, Huxley, Iowa 50124, telephone 515-597-2561.

1. PURPOSE AND INTENT.

The purpose of the agreement is for the Subrecipient to “The funds would be utilized for a portion of the project costs to expand the City of Huxley's water treatment plant and well field” as outlined in Exhibit A and B. Funding awarded the recipient is a subaward of the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from “*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*” dated February 28, 2022, version 3.0.)

2. REPRESENTATION OF THE SUBRECIPIENT.

Recognizing that the County is relying hereon, the Subrecipient represents, as of the date of this Agreement, to follow the key principles as set out in the SLFRF and additionally as follows:

- (A) **Organization; Power, etc.** The Subrecipient is a political subdivision of the State located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the use of Grant funds described in the Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (B) **Authority.** The Subrecipient has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of the Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Subrecipient that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Subrecipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Subrecipient to the terms and conditions herein.
- (C) **No Litigation.** No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Subrecipient executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Subrecipient nor the title to office of any authorized representatives of the Subrecipient executing this Agreement, is being contested.

- (D) **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the Subrecipient of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Subrecipient is a party or by which it or any of its properties is bound.
- (E) **SAM.gov Registration.** Subrecipient shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") listed in Exhibit A is the correct number for the Subrecipient as of the date hereof. If Grantee is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Grantee.
- (F) **Binding Agreement.** This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Subrecipient, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (G) **Information Submitted.** All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (H) **Ratification.** By executing this Agreement, the Subrecipient (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).

3. GRANT INFORMATION.

- (A) **Grant Amount.** The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one Grant in the Amount specified on the Award Letter attached as Exhibit A hereto.
- (B) **Project and Schedule**
 - a. **Grant Purpose.** The Grant is being made solely to finance the project described in the applicable Application. It is understood by Subrecipient that if funding is received to be added to an existing program, recipient must expend existing program funds prior to accessing SLFRF funds.
 - b. **Grant Expenditure Schedule.** The Grant will not pay any costs other than those incurred beginning after January 25, 2022. The final date for expending the County's SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Subrecipient agrees to notify the County in writing prior to June 30, 2024 so that funding may be reallocated. Therefore, all grant funds that remain unexpended as of June 30, 2024, must be returned to the County unless, by June 30, 2024, the Subrecipient submits a satisfactory plan to spend the funds by December 31, 2026.

- (C) **Grant Award Package.** In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).
- a. **Executed Grant Agreement.** The County shall receive a duly executed original of this Agreement.
 - b. **Expiration of Offer.** The Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date of receipt via email of the Award Letter (Exhibit A) by the Subrecipient. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of the Grant.

4. AFFIRMATIVE COVENANTS.

- (A) **Recoupment and Costs.** The Subrecipient acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant becoming subject to recoupment (including, without limitation, as described in the Application). If subject to recoupment, the County will notify the Subrecipient in writing and the Subrecipient shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Subrecipient shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.
- (B) **Use of Disbursements.** The Subrecipient shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Section 3 hereof. The Subrecipient shall be responsible for compliance with, and shall comply in all material respects with, all applicable federal, state and local law and regulations, whether or not such law or regulations are expressly referenced herein.
- (C) **Reporting and Compliance with Laws.** The Subrecipient shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Subrecipient agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Subrecipient covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- (D) **Additional Project Funding.** The Subrecipient shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Subrecipient will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.
- (E) **Indemnification.** To the fullest extent permitted by law, the Subrecipient agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts

payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Subrecipient to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Subrecipient hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Subrecipient to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Subrecipient under this Section. The obligations of the Subrecipient under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Subrecipient to indemnify any Indemnified Person.

- (F) **Recordkeeping.** The Subrecipient shall maintain accounts and records with respect to the Project and Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Subrecipient shall keep and maintain all financial records and supporting documentation related to the Project and Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Subrecipient shall collect, transmit, and store such records in open and machine-readable formats. Subrecipient agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Subrecipient agrees to make such accounts and records available for on-site inspection during regular business hours of the Subrecipient and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

The Subrecipient shall permit the County or any party designated by it upon reasonable prior notice to the Subrecipient to examine, visit and inspect the Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Subrecipient pertaining to the Project and/or the Grant.

- (G) **Single-Audit.** The Subrecipient acknowledges that by accepting the Grant, it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Subrecipient further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

(H) **Performance Measures.** As defined in Exhibit C, Subrecipient acknowledges the applicability of performance measures and that funding is contingent on ongoing compliance with the performance measures.

5. **TERMINATION AND REMEDIES.** This agreement is effective on the 11th day of Oct, 2022

(A) **Termination.**

- a. **Termination by the County.** The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:
 - i. if the Subrecipient has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
 - ii. if any representation or warranty made by the Subrecipient in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- b. **Notice of Termination.** The County shall provide the Subrecipient with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- c. **Effect of Termination.** Upon termination of this Agreement or any Grant, the Subrecipient shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Subrecipient, but in no event more than 60 days from the date of such termination.

(B) **Term.** This Agreement shall remain in effect until one of the following events has occurred:

- a. The Subrecipient and the County replace this Agreement with another written agreement;
- b. All of the Subrecipient's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- c. This Agreement has been terminated pursuant to the provisions of Section 5.A hereof.

6. **MISCELLANEOUS.**

(A) **Notices.** All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered,

- a. in the case of the County, to Leanne A. Harter, County Outreach and Special Projects Manager, Story County Administration, 900 6th Street, Nevada, Iowa 50201, and
- b. in the case of the Subrecipient, to the address specified in this Agreement; or
- c. as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

- (B) **No Waiver.** No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.
- (C) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Subrecipient and the County and their respective successors and assigns, except that the Subrecipient may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.
- (D) **Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, one Application is attached hereto as Exhibit B and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the Subrecipient may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.
- (E) **Headings.** The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.
- (F) **Severability.** If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.
- (G) **Further Assurances.** Subrecipient agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.
- (H) **Third-Party Beneficiaries.** This Agreement is exclusively between the County and the Subrecipient, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Subrecipient and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Subrecipient. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Subrecipient and the Indemnified Persons.
- (I) **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and

the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public 6.

7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

[Remainder of page intentionally left blank; signature page follows.]

This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)

By: 
Chairperson of the Board of Supervisors

Dated: 11.8.22

(Subrecipient)
By: 
Mayor, City of Huxley

Dated: 10.11.22



AIA[®]

Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 17th day of October in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Story County Board of Supervisors
900 6th Street
Nevada, IA 50201

and the Architect:
(Name, legal status, address and other information)

Roseland, Mackey, Harris Architects, PC
1615 Golden Aspen Drive, Suite 110
Ames, IA 50010

for the following Project:
(Name, location and detailed description)

Story County Administration Generator Replacement

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Structural, Mechanical and Electrical Engineering

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect’s Compensation shall be:

Design & Bidding Phase	
-Architect	\$11,200
-Structural Engineer	\$3,750
-MEP Engineer	\$17,350
Design Services Total	\$32,300

Construction Services	
-Architect	\$2,800
-Structural Engineer	\$1,500
-MEP Engineer	\$8,800
Construction Services Total	\$13,100

The Owner shall pay the Architect an initial payment of zero (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus zero percent (0 %).

Payments are due and payable upon receipt of the Architect’s monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one and one half percent (1.5 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors’ requests for substitutions of materials or systems; providing services necessitated by the Contractor’s failure to perform; and the extension of the Architect’s Article 1 services beyond twenty-four (24) months of the date of this Agreement through no fault of the Architect.

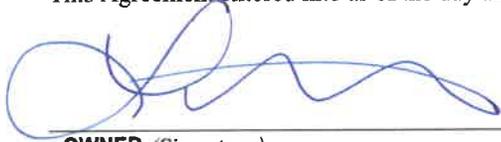
ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

SAM.gov Registration. Provider shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") herein listed is the correct number for the Provider as of the date hereof. If Provider is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Provider.

Unique Entity Identifier : PSWSSNJEQB76
Taxpayer Identification Number : 42-1517745

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Hattfan Taisal, Chair Board of
(Printed name and title) 11.8.22 Supervisors



ARCHITECT (Signature)

Jeffrey S. Harris, Principal,
(Printed name, title, and license number, if required)

Init.

Closure No. 23-28

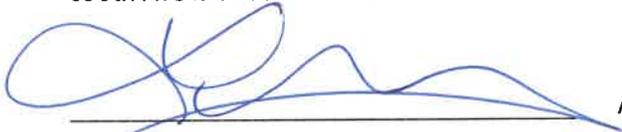
Date October 27, 2022

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of construction in section 7/8 Lincoln Twp on

690th Ave is closed between 120th St and 110th St



Chair, Board of Supervisors

Attest:



County Auditor

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

ALLOWED BY VOTE
OF THE BOARD

Yea 3 Nay 0 Absent 0



CHAIRPERSON

Above tabulation made by 

Closure No. 23-29

Date November 3, 2022

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of construction in section 12/13 Union Twp on

300th St is closed between 560th Ave and 550th Ave



Chair, Board of Supervisors

Attest: 

County Auditor

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

ALLOWED BY VOTE OF THE BOARD	Yea <u>3</u>	Nay <u>0</u>	Absent <u>0</u>
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CHAIRPERSON

Above tabulation made by 

1-00

Permit Number 23-10039

STORY COUNTY UTILITY PERMIT

Date 10/25/22

To the Board of Supervisors, Story County, Iowa:
XENIA RURAL

The WATER DISTRICT Company, incorporated under the laws of IOWA
authorize to do business within the State of Iowa, with its principal place of business at 23998
141st ST, Bouton IA 50039 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

To provide water service per attached map(s).

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.

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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 10/20/2022

XENIA RURAL WATER DISTRICT

Name of Company (Applicant - Permittee)

[Signature]

(515) 676-2117

by

Phone no.

Recommended for Approval:

Date 10-24-22

[Signature]

Asst. County Engineer

515-382-7355

Phone no.

Approved:

Date 11.8.20

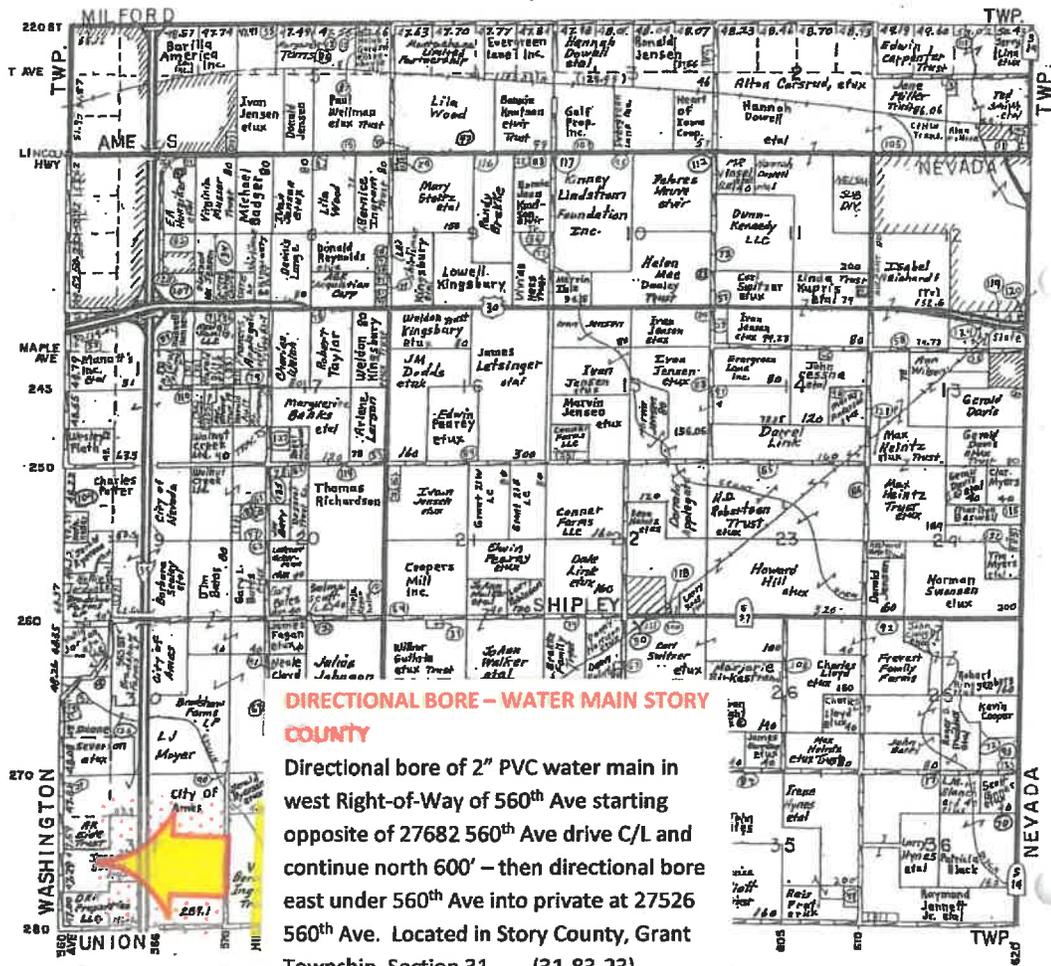
[Signature]

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.



DIRECTIONAL BORE – WATER MAIN STORY COUNTY
Directional bore of 2" PVC water main in west Right-of-Way of 560th Ave starting opposite of 27682 560th Ave drive C/L and continue north 600' – then directional bore east under 560th Ave into private at 27526 560th Ave. Located in Story County, Grant Township, Section 31 (31-83-23)



DIRECTIONAL BORE - WATER MAIN STORY COUNTY

Directional bore of 2" PVC water main in west Right-of-Way of 560th Ave starting opposite of 27682 560th Ave drive C/L and continue north 600' - then directional bore east under 560th Ave into private at 27526 560th Ave. Located in Story County, Grant Township, Section 31 (31-83-23)

1-09

OSP-9883 / JobTrac #71332909800029

Permit Number 23-06040

STORY COUNTY UTILITY PERMIT

Date 10/25/2022

To the Board of Supervisors, Story County, Iowa:

The Windstream Iowa Communications, LLC Company, incorporated under the laws of Iowa, with its principal place of business at 4001 N. Rodney Parham Road, Little Rock, AR, 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 bore on secondary route , from Lincoln HWY to 2426 Lincoln HWY, a distance of 0.08 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.

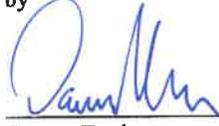
Date 10/25/2022

Windstream Iowa Communications, LLC
Name of Company (Applicant - Permittee)

Carlia Jacobs Carlia Jacobs 501-748-4650
by Phone no.

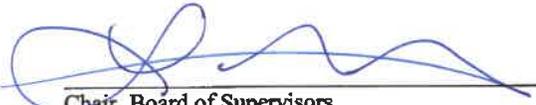
Recommended for Approval:

Date 10-27-22

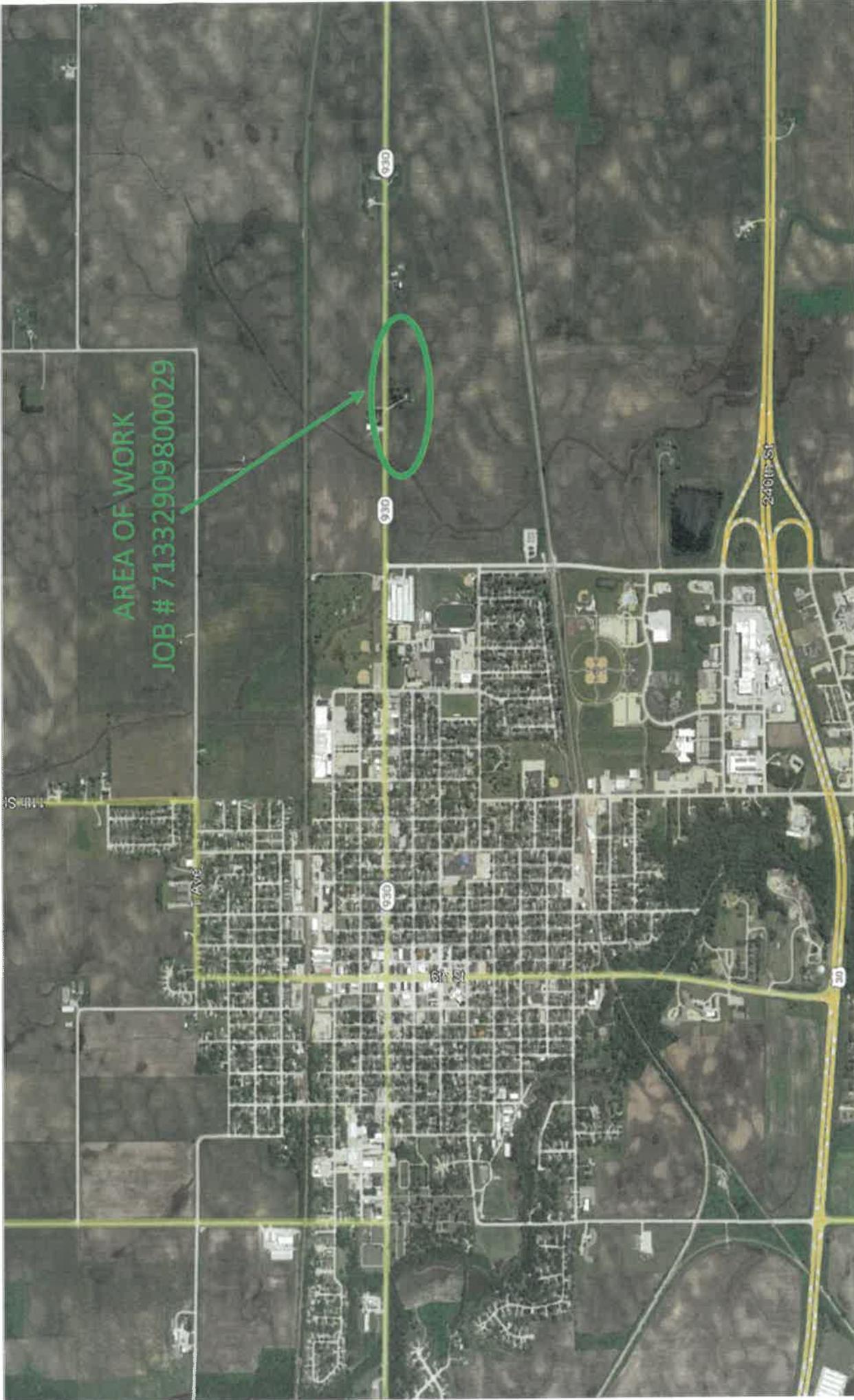

County Engineer 515-382-7355
Phone no.

Approved:

Date 11.8.22


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.



AREA OF WORK
JOB # 713329098000029

CALL ONE-CALL 1-800-292-8989
48 HOURS PRIOR TO CONSTRUCTION

EXCH NAME: NEVDIAXO DATE: 10/12/2022

WO #: 713329098000029

TITLE: OSPF269717 - BD-NEEDS ROAD BORE-NEVD-2426 LINCOLN

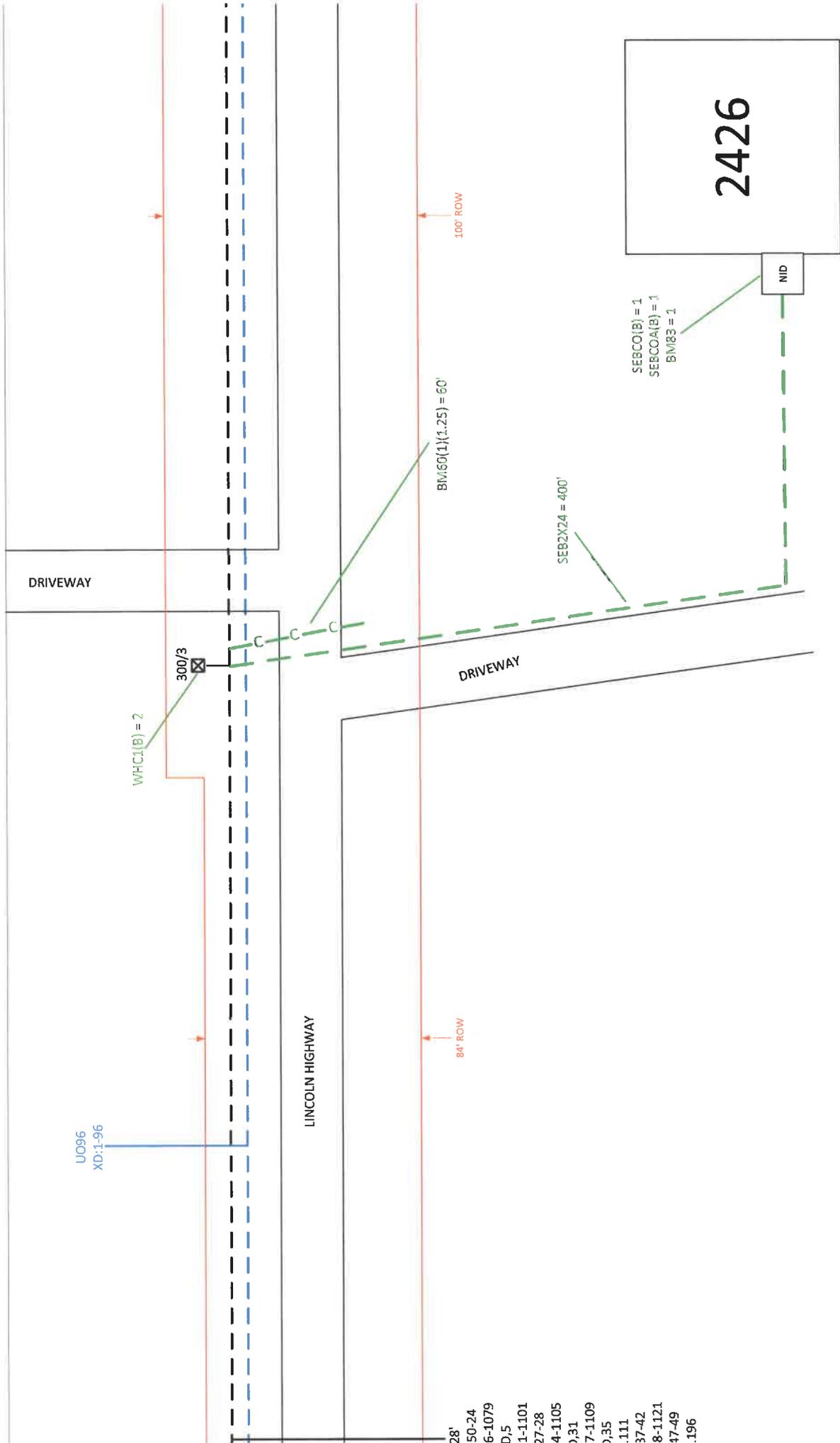
DRWN: NICK COATNEY PHONE: 641-436-136-


windstream[®]

ALL KNOWN OBSTRUCTIONS HAVE
BEEN SHOWN. THOSE AND OTHERS, IF ANY, ARE THE
RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.

MICHAEL NUSBAUM
2426 LINCOLN HWY
NEVADA, IOWA
515-708-3442





U096
XD:1-96

WHC1(B) = 2

300/3

LINCOLN HIGHWAY

- 28'
- 50-24
- 6-1079
- D,5
- 1-1101
- 27-28
- 4-1105
-),31
- 7-1109
-),35
- .111
- 37-42
- 8-1121
- 47-49
- .196

84' ROW

DRIVEWAY

BM/60(1)(1.25) = 60'

SEB2X24 = 400'

SEBCO(B) = 1
SEBCOA(B) = 1
BM/83 = 1

NID

100' ROW

2426

MICHAEL NUSBAUM
2426 LINCOLN HWY
NEVADA, IOWA
515-708-3442



ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN. THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.

CALL ONE-CALL 1-800-292-8989 48 HOURS PRIOR TO CONSTRUCTION	
EXCH NAME: NEVDIAOXO	DATE: 10/12/2022
WO #: 71332909800029	
TITLE: OSPE269717 - BD-NEEDS ROAD BORE-NEVD-2426 LINCOLN	
DRWN: NICK COATNEY	PHONE: 641-436-136

1-09

Permit Number 23-0048
Date 10/27/22

STORY COUNTY UTILITY PERMIT

To the Board of Supervisors, Story County, Iowa:

Permit Request #9000

The Windstream Iowa Communications, LLC Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 4001 N Rodney Parham Rd, Little Rock, AR 72212, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of fiber optic cable on secondary route 300th Street, from 300th Street to 303rd Lane, a distance of 0.25 miles. *(No LONGER A COUNTY ROAD.)*

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 9/16/2022

Windstream Iowa Communications, LLC
Name of Company (Applicant - Permittee)

by Kyle Petty 501-748-7984
Phone no.

Recommended for Approval:

Date 10-27-22

[Signature] 515-382-7355
County Engineer Phone no.

Approved:

Date 11-8-22

[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.

HIGHWAY AND TRANSPORTATION MAP
STORY COUNTY
 IOWA

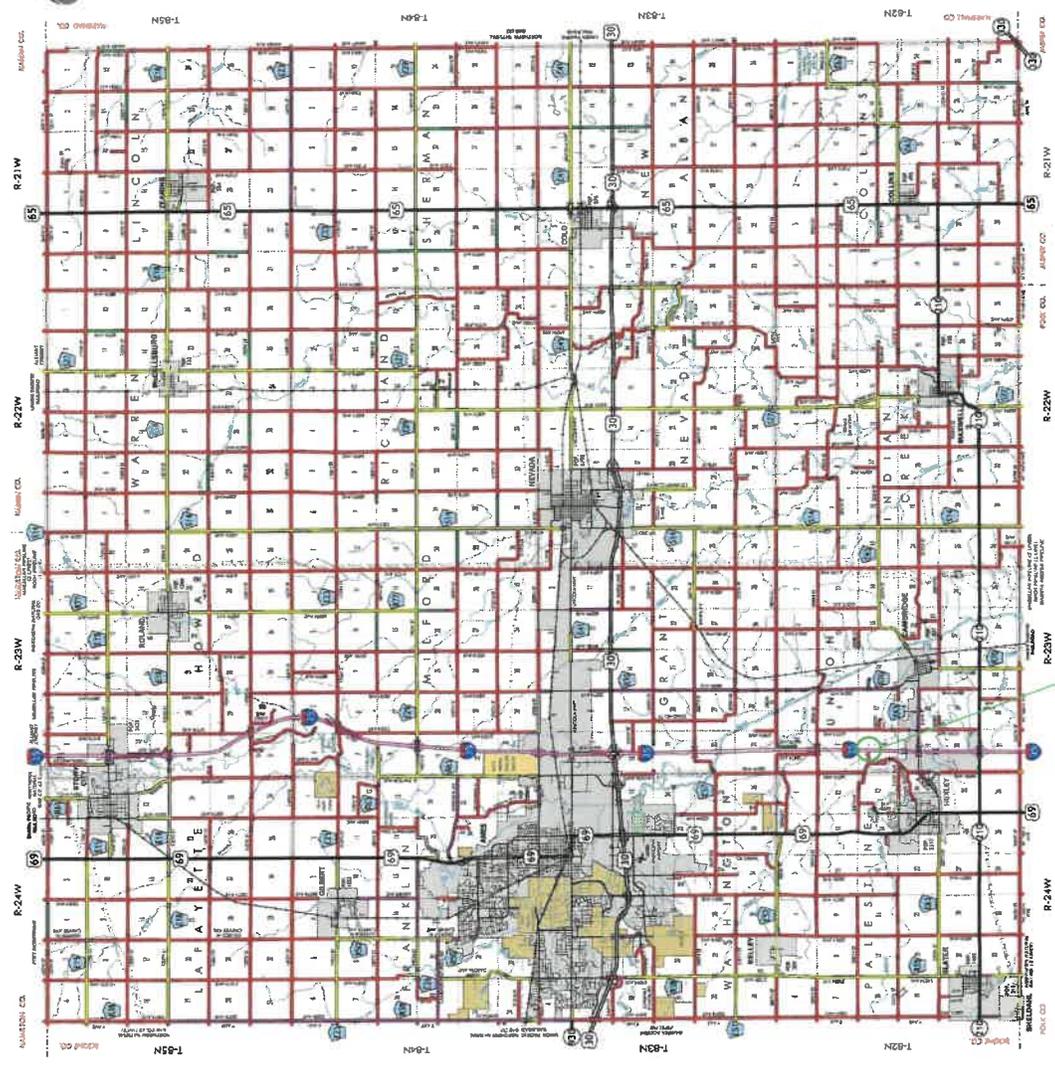


In Cooperation With
United States
 Department of Transportation
JANUARY 1, 2020



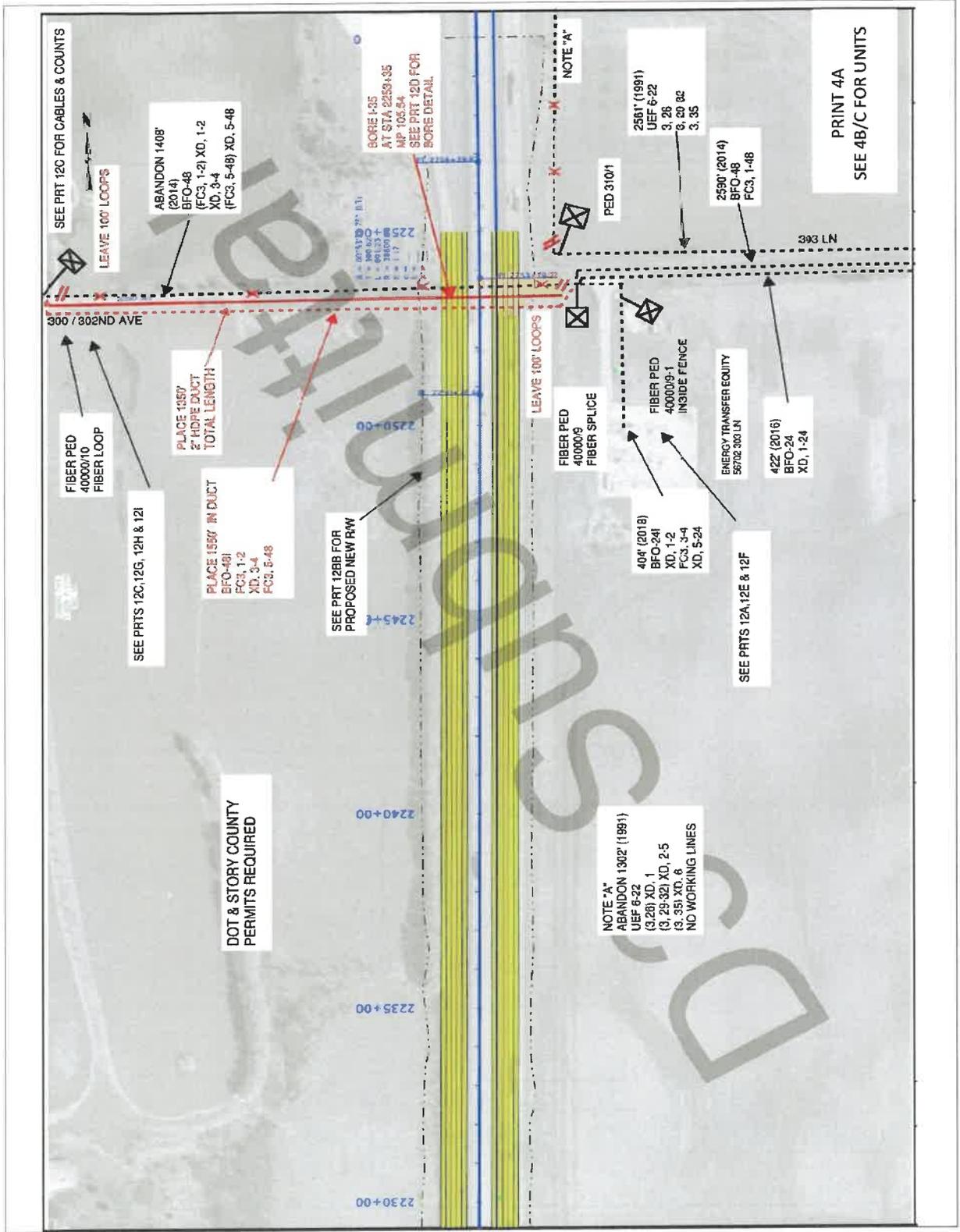
LEGEND

	INTERSTATE HIGHWAY
	STATE HIGHWAY
	COUNTY ROAD
	LOCAL ROAD
	AIRPORT
	RAILROAD
	INTERSTATE BRIDGE
	STATE BRIDGE
	COUNTY BRIDGE
	LOCAL BRIDGE
	STATE BOUNDARY
	COUNTY BOUNDARY
	TOWNSHIP BOUNDARY
	PRECINCT BOUNDARY
	SCHOOL DISTRICT BOUNDARY
	WATER BODY
	WETLAND
	FOREST LAND
	AGRICULTURAL LAND
	RESIDENTIAL LAND
	COMMERCIAL LAND
	INDUSTRIAL LAND
	UNINCORPORATED AREA
	STATE PARKS
	STATE INSTITUTIONS
	FEDERAL LAND



PRINT 4A-4C





SEE PRT 12C FOR CABLES & COUNTS

LEAVE 100' LOOPS

ABANDON 1408'
(2014)
BFO-48
(FC3, 1-2) XD, 1-2
(FC3, 5-48) XD, 5-48

BORE 1435
AT STA 2253+35
MP 105.84
SEE PRT 12D FOR
BORE DETAIL.

NOTE "A"

2561' (1991)
UEF 6-22
3, 26
3, 20 82
3, 35

2590' (2014)
BFO-48
FC3, 1-48

PRINT 4A
SEE 4B/C FOR UNITS

300 / 302ND AVE

FIBER PED
4000/10
FIBER LOOP

SEE PRIS 12C, 12G, 12H & 12I

PLACE 1350'
2" HDPE DUCT
TOTAL LENGTH

PLACE 1350' IN DUCT
BFO-48
FC3, 1-2
XD, 3-4
FC3, 5-48

SEE PRT 12BB FOR
PROPOSED NEW RAW

LEAVE 100' LOOPS

FIBER PED
4000/9
FIBER SPLICE

404' (2018)
BFO-24
XD, 1-2
FC3, 3-4
XD, 5-24

FIBER PED
4000/9-1
INSIDE FENCE

SEE PRIS 12A, 12E & 12F

ENERGY TRANSFER EQUITY
56702 300 LN

422' (2016)
BFO-24
XD, 1-24

DOT & STORY COUNTY
PERMITS REQUIRED

NOTE "A"
ABANDON 1302' (1991)
UEF 6-22
(3, 28) XD, 1
(3, 29-32) XD, 2-5
(3, 35) XD, 6
NO WORKING LINES

2230+00

2235+00

2240+00

2245+00

2250+00



windstream.

ALL KNOWN
OBSTRUCTIONS HAVE
BEEN SHOWN. THOSE
AND OTHERS, IF ANY,
ARE THE
RESPONSIBILITY OF THE
CONTRACTOR OR THE
WINDSTREAM CREW.

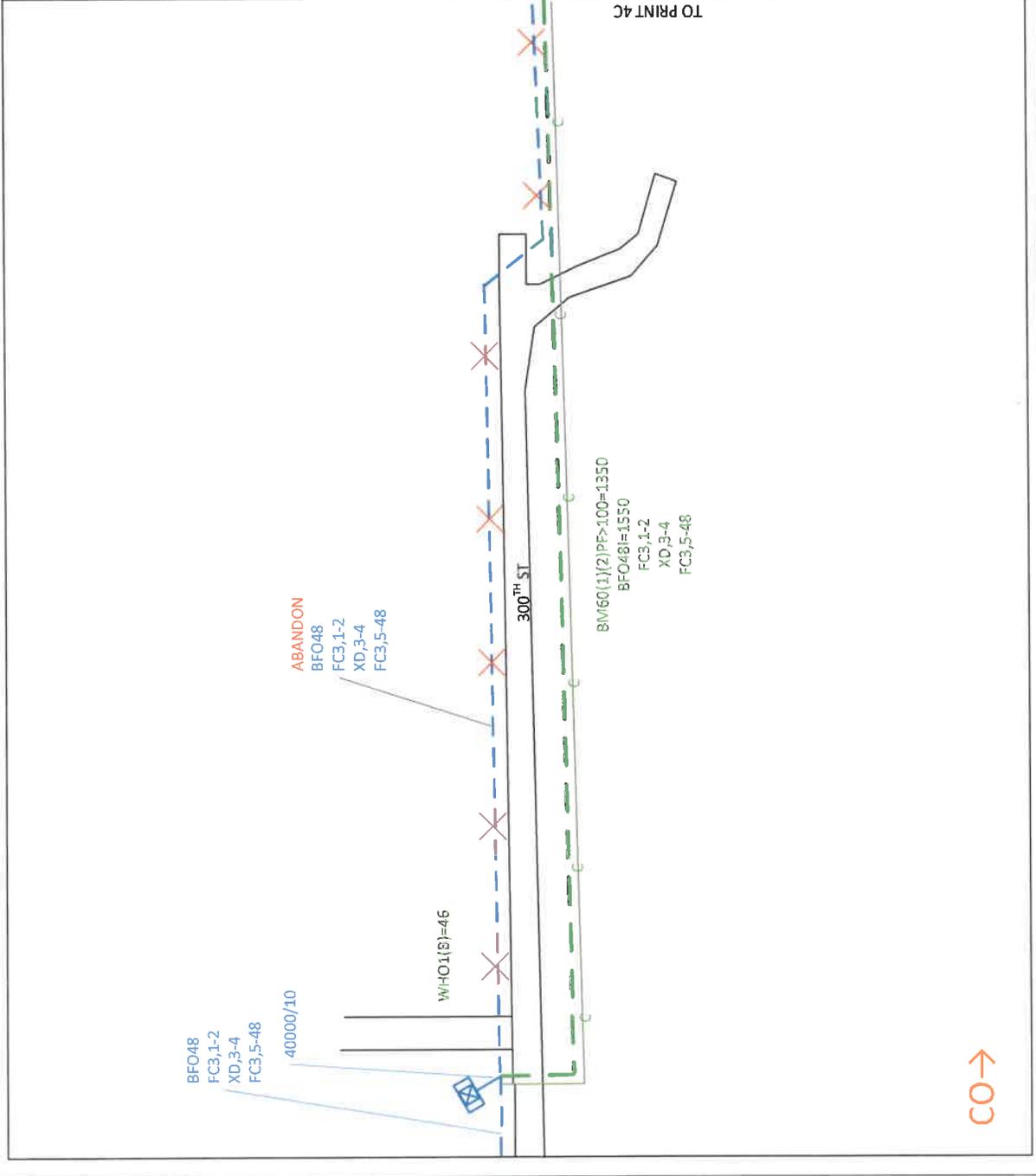
CALL ONE-CALL
1-800-292-8989
48 HOURS PRIOR TO
CONSTRUCTION

EXCH: CMBR

DATE: 4/20/22

DRWN: SRS

PRINT: 4B



CO →



ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN. THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.

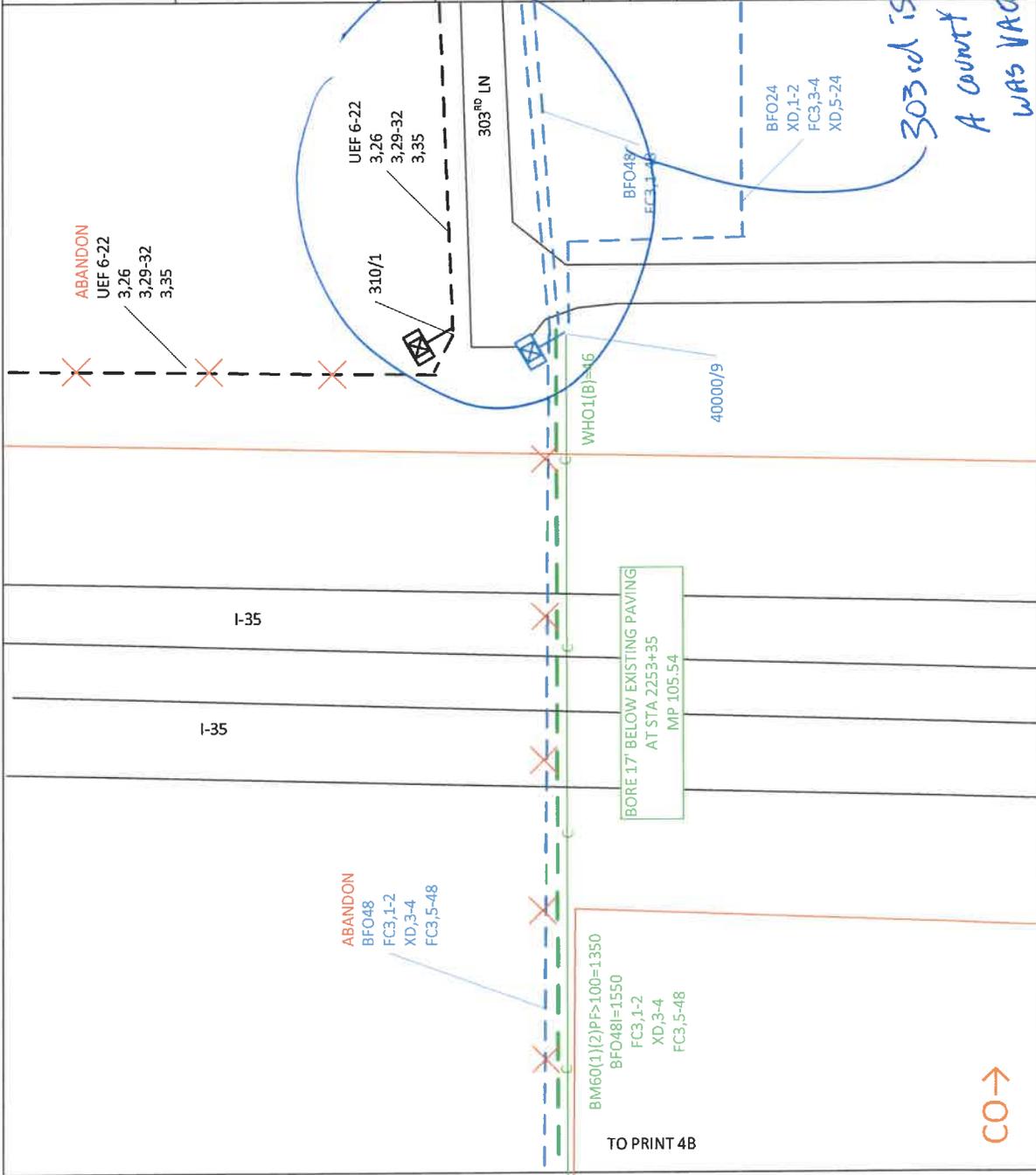
CALL ONE-CALL 1-800-292-8989 48 HOURS PRIOR TO CONSTRUCTION

EXCH: CMBR

DATE: 4/20/22

DRWN: SRS

PRINT: 4C



303rd IS NO LONGER A COUNTY ROADWAY, IT WAS VACATED.

ABANDON
UEF 6-22
3,26
3,29-32
3,35

ABANDON
BFO48
FC3,1-2
XD,3-4
FC3,5-48

BM60(1)(2)PF>100=1350
BFO48|=1550
FC3,1-2
XD,3-4
FC3,5-48

BORE 17' BELOW EXISTING PAVING
AT STA 2253+35
MP 105.54

TO PRINT 4B

CO →

1-09

Permit Number 23-4651
Date 10/27/22

STORY COUNTY UTILITY PERMIT

To the Board of Supervisors, Story County, Iowa:

The Metronet Fiber Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Evansville Indiana, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Fiber optics on secondary route 220th Street, from 600th Avenue to 610th Avenue, a distance of 1.01 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.

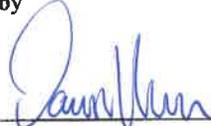
Date 10/25/22

Metronet Fiber
Name of Company (Applicant - Permittee)

Jeff Glaspie, Special Projects Manager 515-231-1779
by Phone no.

Recommended for Approval:

Date 10-29-22


515-382-7355
County Engineer Phone no.

Approved:

Date 11.8.22


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.

1-09

Permit Number 23-16658
Date 10/31/22

STORY COUNTY UTILITY PERMIT

To the Board of Supervisors, Story County, Iowa:

The Stratford Mutual Telephone Co. Company, incorporated under the laws of Iowa, with its principal place of business at 1001 Tennyson Ave. Stratford, IA 50249, 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 cable on secondary route see attached maps, from see attached maps to see attached maps, a distance of _____ 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.~~ *NEAR THE RIGHT-OF-WAY LINE OR TOE OF BACKSLOPE.*

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

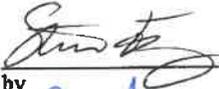
Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

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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.

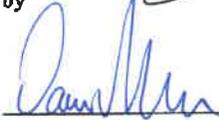
Date 10.14.22

Stratford Mutual Telephone Co.
Name of Company (Applicant - Permittee)


by _____ Phone no. 515-838-2390

Recommended for Approval:

Date 10-31-22

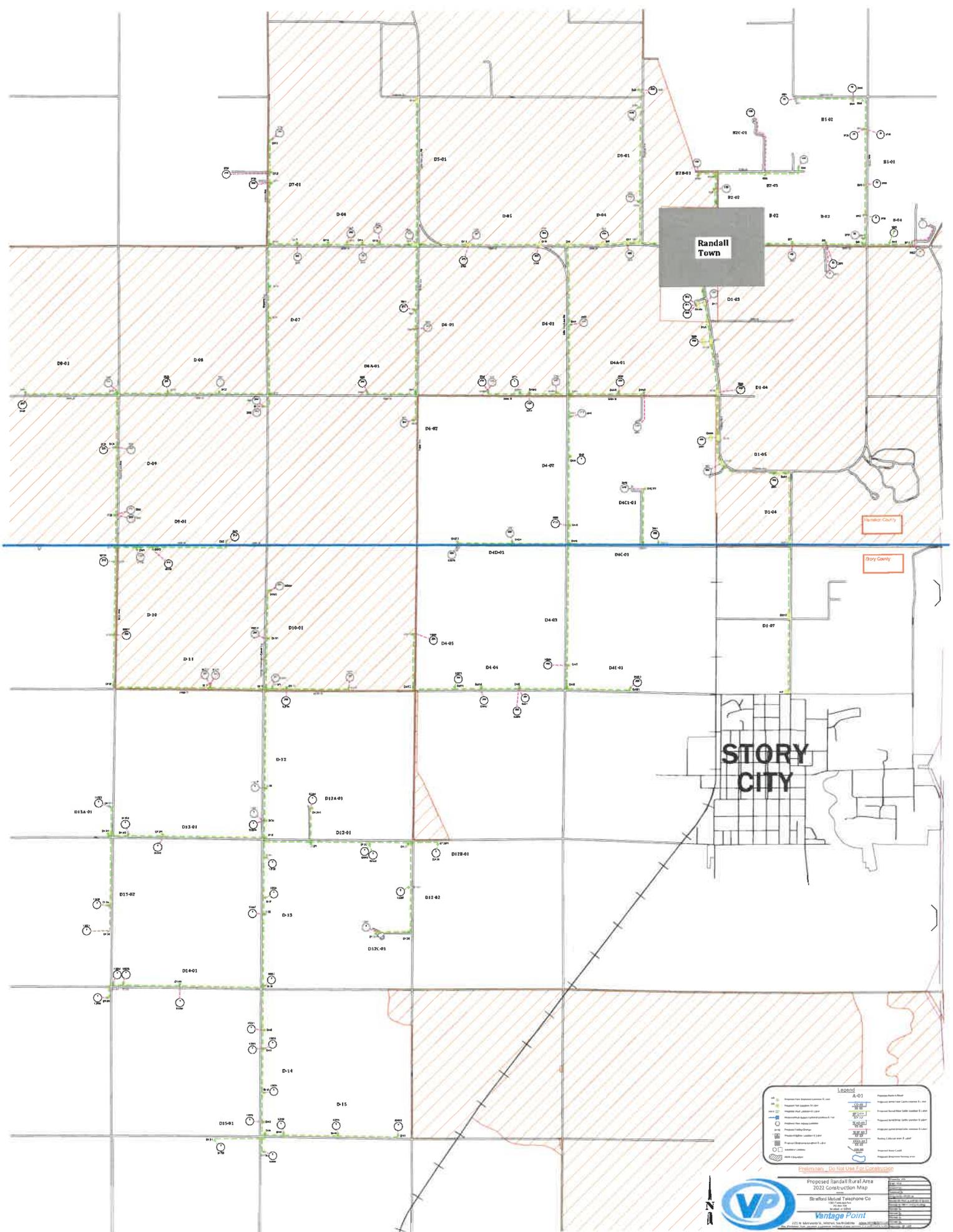

County Engineer _____ Phone no. 515-382-7355

Approved:

Date 11.8.22


Chair, Board of Supervisors
Story County, Iowa

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



Legend

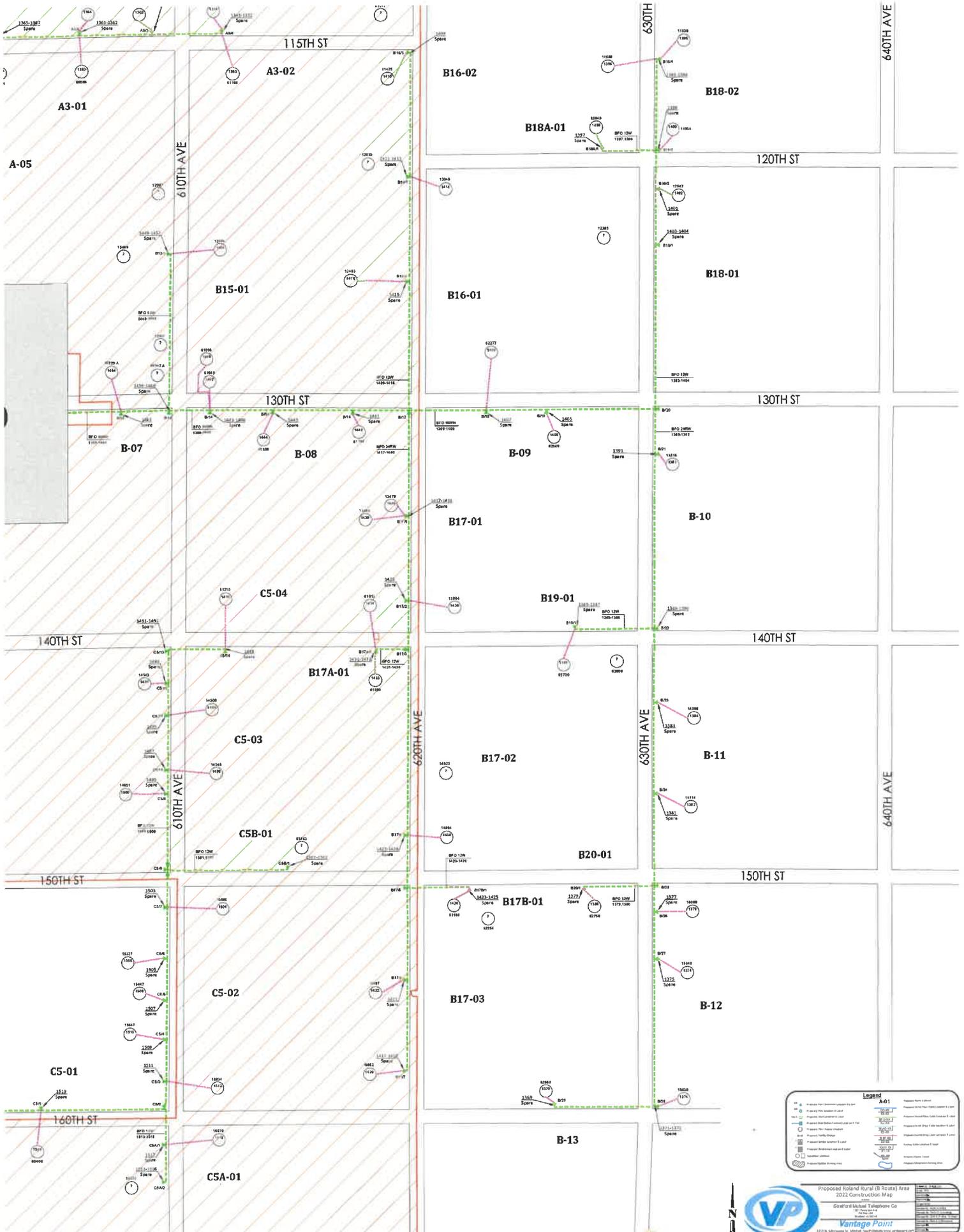
	A-01	Proposed New Construction
	A-02	Proposed New Construction
	A-03	Proposed New Construction
	A-04	Proposed New Construction
	A-05	Proposed New Construction
	A-06	Proposed New Construction
	A-07	Proposed New Construction
	A-08	Proposed New Construction
	A-09	Proposed New Construction
	A-10	Proposed New Construction
	A-11	Proposed New Construction
	A-12	Proposed New Construction
	A-13	Proposed New Construction
	A-14	Proposed New Construction
	A-15	Proposed New Construction
	A-16	Proposed New Construction
	A-17	Proposed New Construction
	A-18	Proposed New Construction
	A-19	Proposed New Construction
	A-20	Proposed New Construction
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	A-30	Proposed New Construction
	A-31	Proposed New Construction
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	A-33	Proposed New Construction
	A-34	Proposed New Construction
	A-35	Proposed New Construction
	A-36	Proposed New Construction
	A-37	Proposed New Construction
	A-38	Proposed New Construction
	A-39	Proposed New Construction
	A-40	Proposed New Construction
	A-41	Proposed New Construction
	A-42	Proposed New Construction
	A-43	Proposed New Construction
	A-44	Proposed New Construction
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	A-48	Proposed New Construction
	A-49	Proposed New Construction
	A-50	Proposed New Construction

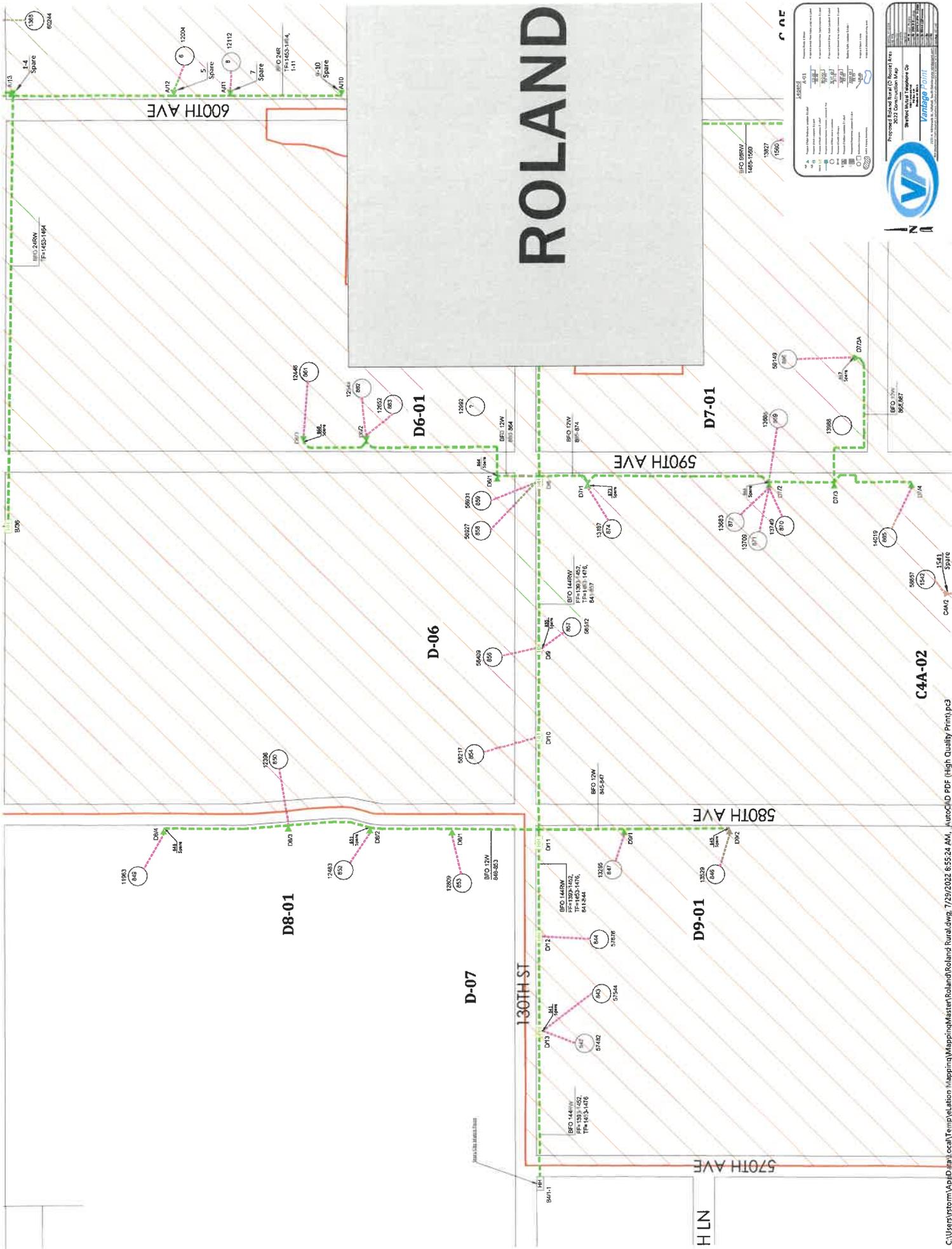
Proposed Randall Rural Area 2022 Construction Map

Stratford Mutual Telephone Co

Vantage Point

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ROLAND

LEGEND

- Water Main
- Sewer Main
- Gas Main
- Electric Main
- Telephone Main
- Cable Main
- Storm Sewer
- Manhole
- Valve
- Structure
- Structure Footing
- Structure Wall
- Structure Roof
- Structure Floor
- Structure Ceiling
- Structure Foundation
- Structure Foundation Wall
- Structure Foundation Slab
- Structure Foundation Column
- Structure Foundation Beam
- Structure Foundation Wall
- Structure Foundation Slab
- Structure Foundation Column
- Structure Foundation Beam

NOTES

1. All utility lines shown are based on existing records and field surveys.
2. All utility lines shown are subject to change without notice.
3. All utility lines shown are subject to change without notice.
4. All utility lines shown are subject to change without notice.
5. All utility lines shown are subject to change without notice.
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7. All utility lines shown are subject to change without notice.
8. All utility lines shown are subject to change without notice.
9. All utility lines shown are subject to change without notice.
10. All utility lines shown are subject to change without notice.

PROJECT INFORMATION

Proposed Roland Rural (D) Road Area
 2022 Construction Map
 SWPWS Multi-Utility Co.
 Vanage Point



STORY COUNTY UTILITY PERMIT

Date 10/31/22

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa, 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 electric on secondary route 248th St. From 67744 248th St. under the road a distance of 213 feet.

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 cuttrench.

Date 10-31-22

Consumers Energy
Name of Company (Applicant - Permittee)


by _____ Phone no. 641-485-4064

Recommended for Approval:

Date 10-31-22


County Engineer _____ Phone no. 515-382-7355

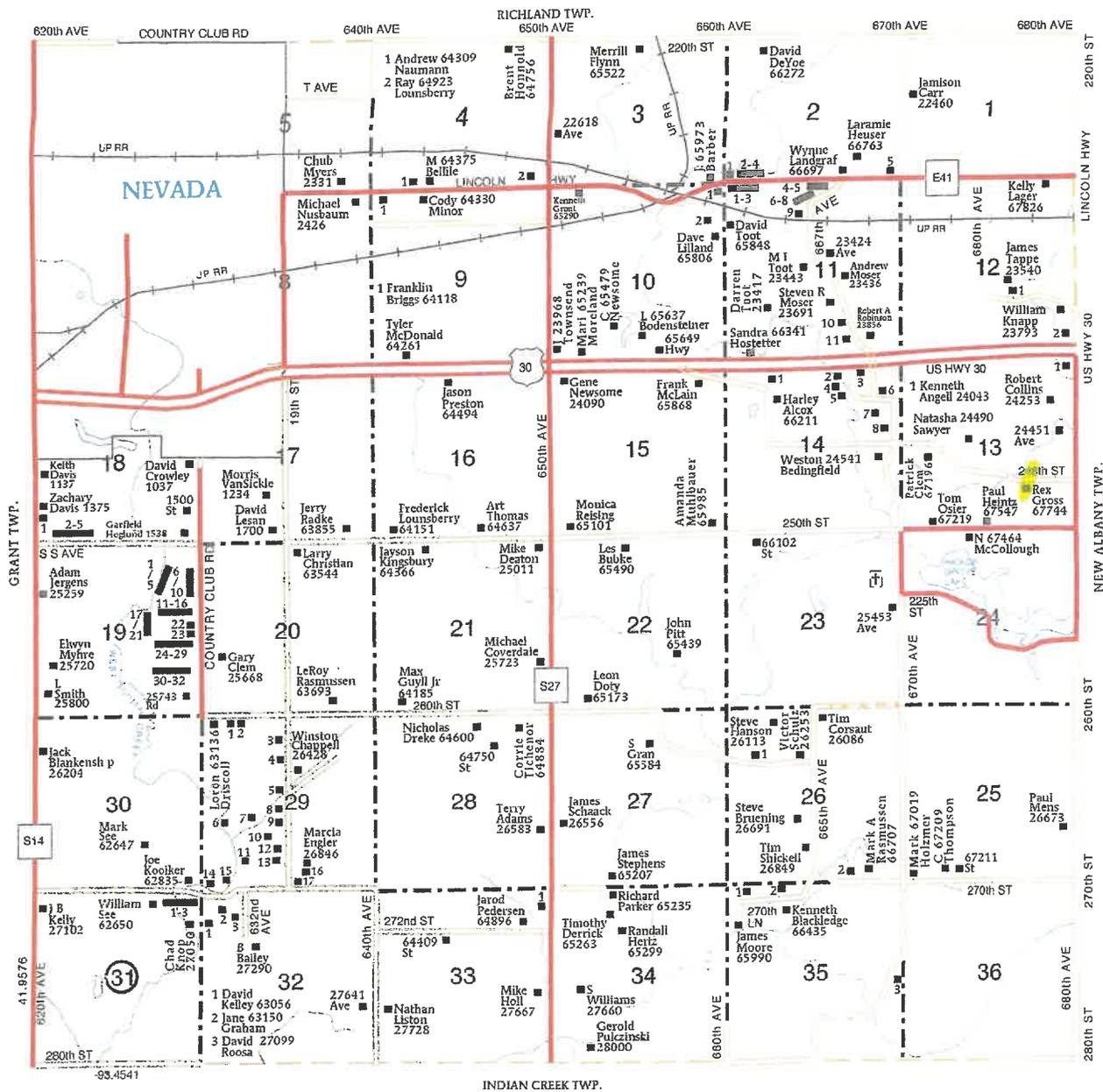
Approved:

Date 11.8.22


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.

(Residents - Owners or Renters)



NEVADA TOWNSHIP

SECTION 2

- 1 Mjoisness, Russ 86027
- 2 Oppedal, Bruce 22803
- 3 Bartling, David 22801
- 4 Wierson, Ryan 22894
- 5 Grant, Gerald 66935

SECTION 10

- 1 Cummins, E 65920
- 2 Strum, Paul 65764

SECTION 11

- 1 Thompson, Dennis 66044
- 2 Davis III, Charles 66126
- 3 VanSickle, B 66212
- 4 Thompson, Kyle 66350
- 5 Johnson, Richard 66446
- 6 McDaniel, Ronnie 23057
- 7 Grady, Ron 23145

- 8 Axline, Jim 23177
- 9 Praska, B 23433
- 10 Moser, Steven 23767
- 11 Smith, Mark 23817

SECTION 12

- 1 Miller, M 23574
- 2 Augustin, Albert 23953

SECTION 14

- 1 McDonald, Stephen 66344
- 2 Lingenfeiter, Kevin 24049
- 3 Anderson, Doug P 24079
- 4 Meyers, Craig 24099
- 5 Brown, Shawn 24115
- 6 Collins, Jeff 24312
- 7 Parrish, Joseph 24271
- 8 Webster, Scott 24483

SECTION 18

- 1 Nelson, Kenneth 1409
- 2 Jungst, Steve 427

- 3 Olson, Marc 609
- 4 Stahl, Dale 629
- 5 McLaughlin, Tim 739

SECTION 19

- 1 Dodd, Ryan 25030
- 2 Coopridge, Douglas 25060
- 3 Sodi, Jeff 25117
- 4 Cahill, Joe 25197
- 5 Miller, Dick 25199
- 6 Tiffany, Ron 25031
- 7 Black, Brent 25141
- 8 Tichenor, Catherine 25195
- 9 Bruns, Steven 25199
- 10 Arends, Jerry 25369
- 11 Oltman, Ralph 62909
- 12 Culp, Lewis 62919
- 13 Beardesley, Russell 62931
- 14 Squier, Brian 62949
- 15 Spykerman, Zack 62971

- 16 Albers, Brandon 62987
- 17 Schuman, William 25300
- 18 Sutton, Brady 25301
- 19 Swanson, L 25307
- 20 Krueger, Craig 25317
- 21 Poterucha, Robert 25339
- 22 Harrison, Dennis 25507
- 23 Check, Arthur 25691
- 24 Olson, Norm 62702
- 25 Gardner, Robert 62715
- 26 Palmer, Mitchell 62905
- 27 McGill, Stephen 62918
- 28 Fedler, David 62976
- 29 Fink, Kenneth 62977
- 30 Ausman, Darrin 62750
- 31 Schneider, W 62815
- 32 Holland, Randy 62900

SECTION 26

- 1 Muhlenbruch, K 66197

- 2 Lynch, B 66677

SECTION 29

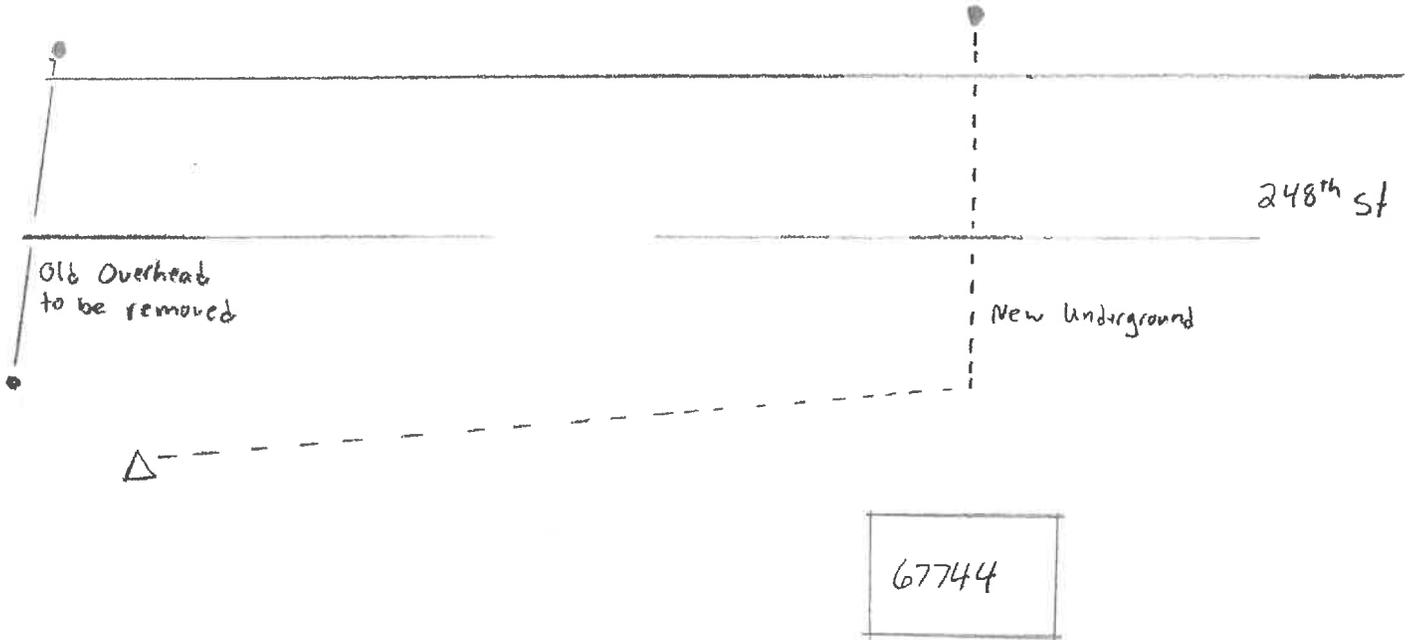
- 1 Pringnitz, Dick 63208
- 2 Rodgers, Charles 63232
- 3 Nystrom, John 26255
- 4 Kurtenbach, James 26361
- 5 Cahill, Thomas 26499
- 6 Serio, Ron 63201
- 7 Sanggaard, Steve 63399
- 8 Bergquist, Brandon 26517
- 9 MacVey, Marilyn 26641
- 10 Dotts, Alan 26727
- 11 Shawgo, Kevin 63227
- 12 Figgins, T 26781
- 13 Rohlfing, Laurie 26821
- 14 Carraher, Jack 62957
- 15 Varsa, Stephen 63179
- 16 Houston, Joshua 26912
- 17 See, Harold 63547

SECTION 31

- 1 Deaver, Zachary 27020
- 2 62840
- 3 Watertor, Brett 62924

SECTION 33

- 1 Ackerman, Joseph 27137
- SECTION 35**
- 1 Sanggaard, Ben 66325
 - 2 65999
 - 3 Owen, Jim 27478



Bore under the roadbed and ditch a minimum of 4 foot and install three 2 inch Duct containing 7200 volt electric cable the member and removing the overhead service.

1-09

Permit Number 23-6665
Date 11/3/22

STORY COUNTY UTILITY PERMIT

To the Board of Supervisors, Story County, Iowa:

The NORTHWESTERN NATURAL GAS Company, incorporated under the laws of Iowa, with its principal place of business at 8101 BIRCHWOOD TOWNSHIP, IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of _____ on secondary route _____, from _____ to _____, a distance of _____ miles. PLEASE SEE ATTACHED.

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 detractions, 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.

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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.

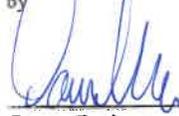
Date 11/2/22

NORTHERN NATURAL GAS Co.
Name of Company (Applicant - Permittee)

LANCE KOHSE 402.770.9150
by Phone no.

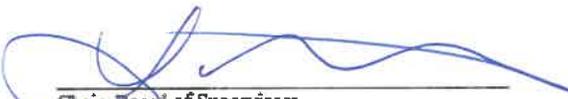
Recommended for Approval:

Date 11-2-22

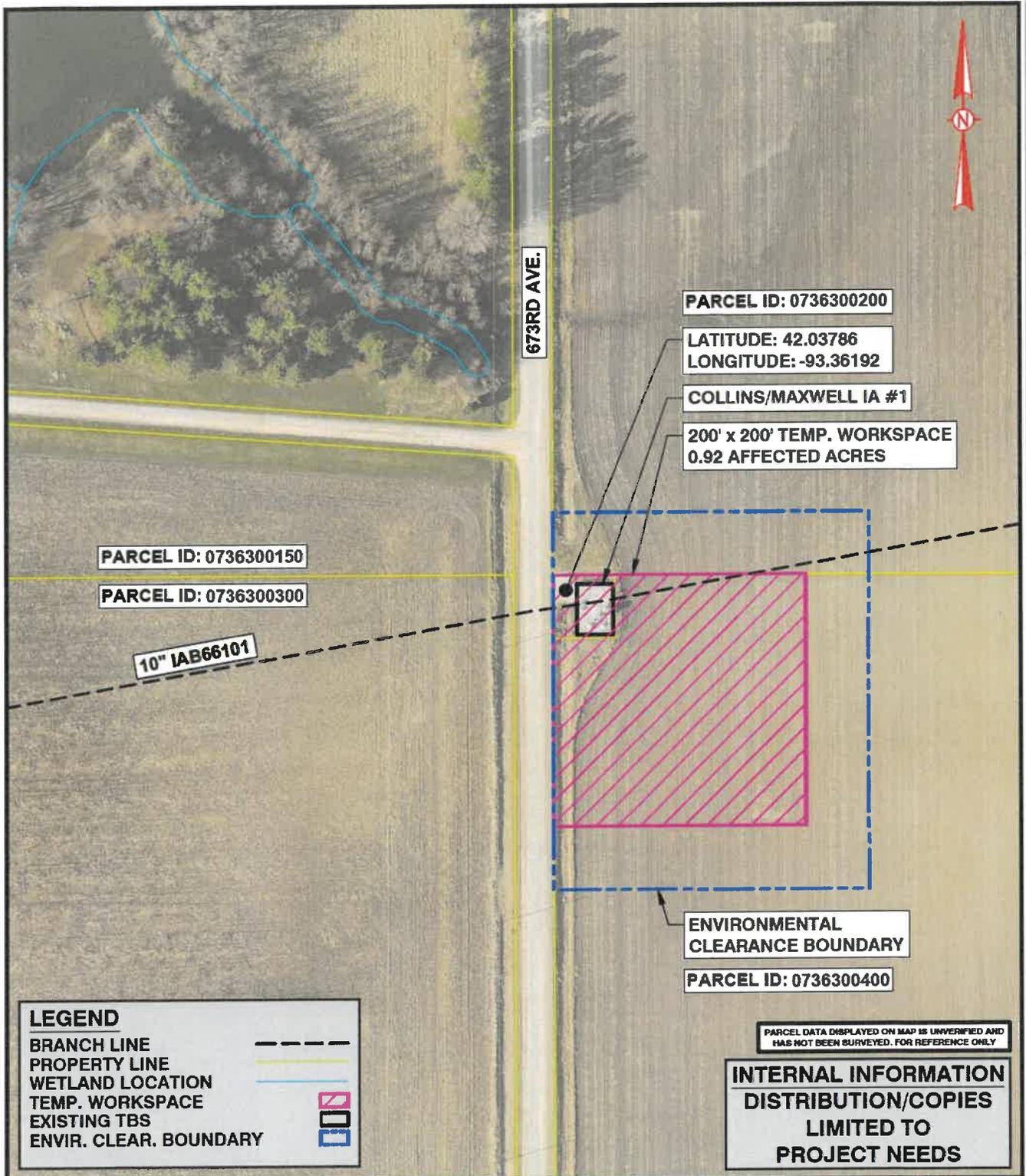

County Engineer 515-382-7355
Phone no.

Approved:

Date 11.8.22


Chair, Board of Supervisors
Story County, Iowa

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



LEGEND

- BRANCH LINE
- PROPERTY LINE
- WETLAND LOCATION
- TEMP. WORKSPACE
- EXISTING TBS
- ENVIR. CLEAR. BOUNDARY

PARCEL ID: 0736300200
 LATITUDE: 42.03786
 LONGITUDE: -93.36192
 COLLINS/MAXWELL IA #1
 200' x 200' TEMP. WORKSPACE
 0.92 AFFECTED ACRES

PARCEL ID: 0736300150
 PARCEL ID: 0736300300

10" IAB66101

ENVIRONMENTAL
 CLEARANCE BOUNDARY
 PARCEL ID: 0736300400

PARCEL DATA DISPLAYED ON MAP IS UNVERIFIED AND
 HAS NOT BEEN SURVEYED. FOR REFERENCE ONLY

**INTERNAL INFORMATION
 DISTRIBUTION/COPIES
 LIMITED TO
 PROJECT NEEDS**

LAND USE TYPE: Existing TBS / Agriculture / ROW

Marshall Ridge RNG Biogas-Collins Maxwell GC



Work Order
 Project Location Aerial Overview
 Sec. 36, T84N, R22W
 Story County, Iowa

Original Issue
 Sheet 1 of 1
 Date: 08/09/22
 Scale: 1"=100'

PROJECT: RNG-2022 MEASUREMENT & SERIAL PROJECT ID: 02141192 COLLINS MAXWELL GC SITE ID: MAPR02141192 MAP.DWG

STORY COUNTY UTILITY PERMIT

Date 11/3/22

To the Board of Supervisors, Story County, Iowa:

The NORTHERN NATURAL GAS Company, incorporated under the laws of Iowa, with its principal place of business at 5101 BURCHWOOD JOHNSTON, IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of _____ on secondary route _____, from _____ to _____, a distance of _____ miles. PLEASE SEE ATTACHED

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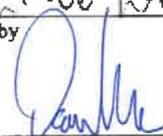
Date 11/2/22

NORTHERN NATURAL GAS Co.
Name of Company (Applicant - Permittee)

LANCE LOHSE 402 770 9150
by Phone no.

Recommended for Approval:

Date 11-2-22


County Engineer Phone no. 515-382-7355

Approved:

Date 11.8.22


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.

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TABLE OF CONTENTS

Conceptual Plan	4
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Conceptual Plan

Contact Information

Des Moines Area MPO
420 Watson Powell Jr Way, Suite 200
Des Moines, IA 50309
515-334-0075
info@dmampo.org

Project Manager and Primary Contact

Lucas Young, Senior Planner
lyoung@dmampo.org
515-644-6337

Background

Des Moines Area Metropolitan Planning Organization (MPO), in cooperation with the Mid-Iowa Planning Alliance (MIPA), is honored to respond to the Request for Proposal for planning consulting services for implementation of the Story County Housing Action Plan. The MPO is prepared to move forward with the implementation starting November 1, 2022. Below is a brief background of the two organizations.

MPO

The Des Moines Area Metropolitan Planning Organization (MPO) is a Metropolitan Planning Organization, a federally mandated policy and planning organization. The Des Moines Area MPO's planning area includes 19 cities and four counties in the greater Des Moines metropolitan area. The governing board is the Policy Committee, which is made up of representatives from metro area governments, typically mayors and council members. The MPO was formed in 1983 and is organized as a separate legal entity pursuant to the provisions of Chapter 28E of the Iowa Code.

MIPA

The Mid-Iowa Planning Alliance is a federally designated Economic Development District. MIPA membership includes 7 counties and 56 cities in the central Iowa region. The aim of MIPA is to support economic development and to provide community assistance to members. MIPA is governed by a board consisting of a representative from each county and city. MIPA is housed within the MPO office to share resources and ensure coordination on regional initiatives. MIPA is a stronger organization with the support from the MPO.



Conceptual Plan

The MPO is a far-reaching organization that has a long history of plan creation and implementation. The MPO frequently convenes and facilitates groups and committees with the aim to develop a product with consensus. In recent history the MPO has prepared comprehensive plans, Hazard Mitigation Plans, Long-Range Transportation Plans, and more. Through our diverse network of community partners, MPO staff has holistically organized stakeholder committees that include government leaders and staff, community and business leaders, school districts, hospitals, public health staff, and of course, the general public for numerous efforts. The staff at the MPO takes pride in providing a professional product to our members.

The staff at the MPO has created and implemented significant, complex, and multijurisdictional programs and projects. Each of the following projects is a point of distinction for the organization. Most, if not all, would not exist if it were not for the expertise, persistence, and sheer determination of staff. Two of the examples stand out as significant regional efforts to add new services and resources in an area that was previously left behind. The other examples provide insight into the variety of efforts and projects that have been implemented by the MPO. More importantly, each subsequent example shows that the staff at the MPO and MIPA understand the demands of implementing the Story County Housing Action Plan.

The examples include:

- Mid-Iowa Planning Alliance for Community Development (MIPA)
- Central Iowa Housing Trust Fund (CIHTF)
- Story County Housing Trust (SCHT) – Administration
- Rain Campaign
- Greater Des Moines Water Trails and Greenways Plan
- Data Bike



Conceptual Plan

Mid-Iowa Planning Alliance for Community Development (MIPA)

Background

The creation of MIPA was born out of necessity and opportunity. The staff at the MPO identified the need for more community support in central Iowa. The 7 county MIPA region was the only area in Iowa without an Economic Development District (EDD). Across the state and country EDDs receive an annual allocation to use for local planning and economic development. Additionally, these districts can apply for grant funds from the Economic Development Administration and other funding organizations. It was proven that the 7-county central Iowa region had likely missed out on millions of dollars by not having an EDD.

The opportunity arose during the pandemic to form the EDD. MPO staff was able to communicate with every county and city in the 7-county central Iowa region to build consensus and buy-in. Convincing urban and rural communities that they could both benefit from an EDD was a task in and of itself. Ultimately, the MPO staff was successful in building and implementing the 7-county EDD and MIPA was formed.

MIPA has been one of the most significant regional accomplishments in decades that directly supports the communities of central Iowa. The MPO staff were the drivers in its creation and are now ensuring its success.

Relevance

For Story County the creation of MIPA will serve as an additional resource throughout the implementation of the Housing Action Plan. MIPA is a good representation of the efforts by MPO staff to grow the central Iowa region outside of the MPO boundaries. Throughout the implementation the Housing Action Plan, MIPA will be a cooperating and supporting as needed or when appropriate.



Conceptual Plan

Central Iowa Housing Trust Fund (CIHTF)

Background

The creation of the CIHTF in 2019 was a substantial leap in adding housing focused services and resources in central Iowa. Prior to its creation, Boone, Jasper, Marion, and Warren Counties were without a local housing trust fund. Local housing trust funds had been in existence in Iowa for more than 15 years before these counties were connected via Andrew Collings, MPO Principal Planner. Andrew identified a need and ultimately paved a path forward that would best serve the four counties.

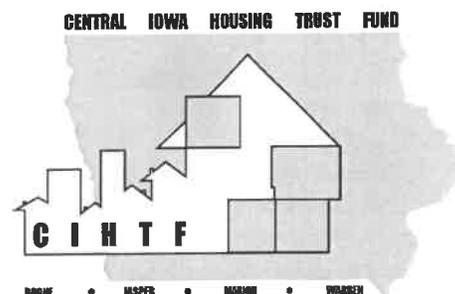
The creation of the CIHTF was not an over-night project. Andrew was an outsider to most communities and only had connections to a handful of folks who served on other regional boards. In essence, Andrew had to become a salesman for this new multi-county cooperative entity. Andrew spent time communicating, presenting, and ensuring stakeholders were all in agreement on the proposed organization.

Even more impressive was Andrew's efforts with the state. Program guidelines mandated regional based housing trust funds be part of a council of government and required the counties to be contiguous. Neither were present in central Iowa. Andrew made the pitch to state program managers that this area could be successfully served by a local housing trust fund and would not need to meet the council of government or contiguous county requirement.

Today, the CIHTF is successfully administered by Andrew and the MPO staff. The successes is evident with more than \$1.5 million in outside funds invested in the region over the last 4 years.

Relevance

This is a prime example of the emphasis the MPO has placed on housing in the central Iowa region. The inception, process formation, and implementation of the CIHTF helps address one of the most significant challenges of the region. Assisting communities with their housing needs is exactly what the Housing Action Plan aims to accomplish.



Conceptual Plan

Story County Housing Trust (SCHT) – Administration

Background

The Story County Housing Trust was formed about 6 years ago with the mission to address the housing needs of low-income persons in Story County. As an organization they have been very successful by investing more than \$630,000 in state and local dollars in affordable housing activities. For more than 2 years the MPO has served as the staff of the SCHT. After the creation of the CIHTF, it was a logical fit for the MPO to also serve as administrator of the Story County Housing Trust. Over the last two years, MPO staff has been able to develop strong relationships with local stakeholders and continue the mission of the SCHT.



Story County Housing Trust

The SCHT has also received ARPA funding from Story County to implement housing initiatives that further the mission of the organization. In particular, the Homes for Iowa project will help improve the supply of affordable housing in Story County. The aim of the project will be to build at least one house in the county outside of Ames every year.

Relevance

The knowledge gained from interactions with the Story County Housing Trust will be a huge asset during the implementation of the Housing Action Plan. The staff of the MPO has been able to glean significant local housing information. The synergies between the SCHT, the MPO, and the implementation of the Housing Action Plan are plentiful. The ability to have staff in the office that is implementing the action plan and assisting the SCHT board with day-to-day operations will help to ensure overlapping goals of the Housing Action Plan and the SCHT Board are compatible.

Conceptual Plan

Rain Campaign

Background

June 30, 2018, the Des Moines metro was inundated with intense rainfall, up to 10 inches in just a few hours. This epic event caused widespread urban flooding that pointed out some glaring stormwater management issues across the metro. Though cities had been pouring money into upgrading infrastructure, it was not enough to contain flows from intense rain events. It was time to engage property owners in stormwater management decisions and the Rain Campaign was set in motion.

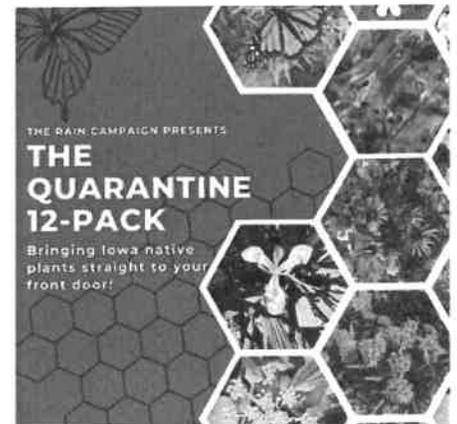
The Des Moines Area MPO was a founding partner of a cooperative planning team developed to address the stormwater management problems. This planning team decided that instead of reinventing the wheel, the best route to high impact was highlighting the woefully underutilized local best management cost-share programs metro communities have already in place. In addition, the group chose to initially focus on promoting one practice in particular, soil quality restoration. This practice was chosen due to its cost-effectiveness, relatively low intensity, water storage capacity, and appeal to those who love the green American lawn.

The focus of the Rain Campaign is to ensure results. The planning team has focused on promoting best practices, compiling funding sources for homeowners to implement storm water management, and encouraging communities to continue funding solutions. The planning team found a unique approach via public art as a way to educate the general public and guarantee success.

Due to the campaign's success, Polk County and all metro watershed management authorities decided to make the program permanent, and the planning team hired a full time employee to continue their efforts.

Relevance

For Story County, the Rain Campaign is a great example of the MPO providing expertise and guidance in a non-traditional planning arena. The MPO staff has a wide range of expertise and knowledge to tackle complex issues with innovative solutions across the region.

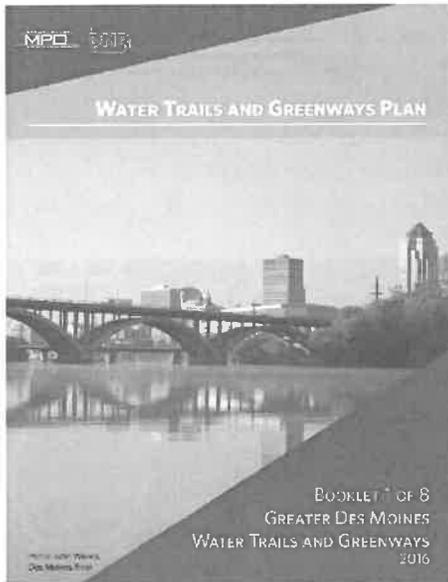


Conceptual Plan

Greater Des Moines Water Trails and Greenways Plan

Background

In cooperation with several community partners, the MPO completed the Greater Des Moines Water Trails and Greenways Plan which envisions an abundant network of water recreation for 150 miles of the region's creeks and rivers. This included places for tubing, birding, hiking, paddling, boating, and fishing with the establishment of area greenways, floodplain protection, and improved wildlife habitat. The plan covers the Des Moines, Raccoon, South Skunk, North and Middle rivers, as well as Beaver, Fourmile, Mud and Walnut creeks. When implemented, the recommendations outlined in the plan will bring about transformational change – reconnecting thousands of people with the rivers as a keystone natural resource.



We couldn't have imagined 20-30 years ago what long-term impact the paved trail system would have on our region. With 150 miles of streams, there are abundant places to offer tubing, fishing, paddling, respite, stone skipping and mucking around. The Greater Des Moines Water Trails and Greenways Plan, when implemented, will reimagine and reconnect us with our river roots.

Since adoption in November 2016, the MPO has been a partner working to effectively execute the vision along with the Greater Outdoors Foundation and the Iowa Confluence Water Trails (ICON). Of significance, the MPO secured a \$25 million BUILD Grant to use towards construction projects outlined in the plan. Today, the MPO staff is currently bidding water trails projects for future construction.

Relevance

For Story County this is an example of how the MPO and its staff prepared a significant regional plan and have since been the lead to ensure its implementation. The Greater Des Moines Water Trails and Greenways Plan brought together stakeholders across differing viewpoints to create a roadmap for the future of recreation in the region. Furthermore, the desire of staff to see the plan succeed is evident by the agency serving as the lead to ensure construction moves forward.

Conceptual Plan

Data Bike

Background

Central Iowa has over 600 miles of recreational trails connecting urban centers to rural and natural landscapes, providing recreational opportunities for thousands of residents and visitors every year. It was identified in 2018 that the trail network was starting to show its age and local governments were going to need to shift their priorities to focus on maintenance of existing trails. Unfortunately, unlike the roadway system for which there are special vehicles that can drive around and collect pavement condition data, trail data must be collected manually or is not collected at all.

The MPO staff was determined to find a way to collect the pavement condition data for analysis. The Data Bike was the culmination of researching methods, building a bike, and testing equipment. The Data Bike was the first of its kind and was developed by modifying technology originally designed to collect gravel road data. The bike serves as a vehicle to improve the efficiency of collecting pavement data on the extensive trail network. The Data Bike collects an inventory of pavement condition data for analysis.

By developing and implementing the Data Bike, the MPO has been able to provide the much-needed pavement condition data and analysis for the region. This information ensures decision makers have the data needed to inform a long-term maintenance strategy for the central Iowa trail network.

Relevance

For Story County, the Data Bike is a great example of how the MPO developed a new system to gather data to help make performance-based decisions. The Housing Action Plan will demand the development of new and unique programs to that are reflective of the needs in Story County.



Work Plan

Work Plan & Priority Setting Process

The implementation of the Story County Housing Action Plan is harmonious with the efforts of the MPO and MIPA. As the needs in the region have grown, the MPO along with its staffed entities have stepped up to fill the gaps left throughout central Iowa. Over the last half decade, the MPO has expanded beyond transportation to include housing, community assistance, planning and zoning, grant writing, and grant administration. The MPO with cooperation from MIPA, would like to continue the growth in the region and be a partner with Story County to implement the Housing Action Plan.

As previously described, the MPO and its staff are well versed in the creation and implementation of large projects. The staff can execute difficult and complex projects and programs within required timelines while attaining expected results. A successful history in community efforts and regional solutions is what has guided the MPO for decades. Additionally, the MPO can understand individual community needs and incorporate regional collaboration when possible

The Story County Housing Study sums it up best when it says, "Housing impacts the quality of life for residents in Story County, for people interested in moving to the area, and for businesses seeking to recruit (and retain) employees." Housing impacts all and it takes an effort by all to impact change on the system. No one policy change or program implementation will be the solution. No silver bullet exists in addressing housing needs. Issues outlined by the Story County Housing Study and the work list formulated in the subsequent Housing Action Plan are a great way to move the needle in a positive direction for Story County. The MPO would like to be your partner in this process.

The demand from Story County in this effort is significant. The Housing Action Plan will require many hours, especially in the first year. The first year will be important to lay the groundwork and to develop the tools labeled as 'evaluation' later in the work plan tables. The initial evaluation phase will pull together much of the needed information that exists for each community. The MPO is positioned to handle these demands.

The general day to day execution of the Housing Action Plan will take place from the MPO office. However, one-on-one meetings with local leaders and stakeholders may be required in person. As such, we request a dedicated meeting or office space in a central location such as the Story County Administration Building. The space does not need to be a permanent but rather a "go-to location" in Story County as situations require.

The tables on the next few pages list the tools from the Housing Action Plan and are organized and prioritized as a way to group together overlapping and similar activities. The tools are organized into three distinct groups: evaluation, policy creation, and program creation. Generally, the tools as part of the evaluation segment will need to happen before the policy or program creation segments can begin. The evaluation stage will allow for interaction at the local level and provide an opportunity to create a rapport with community stakeholders. Once the evaluation stage is complete the tasks outlined in the policy creation and program creation stages can commence.

Work Plan

Evaluation Steps: The following tools will generally provide a good inventory of the conditions in each community. Once identified the implementation of programs, processes, and policies can move forward. The inventory of property and policies will serve as the baseline for implementation of the other tools.		
Tool	Comments/Process	Budget
Tool 1.a-h Upon identification of available sites, pre-purchase Homes for Iowa houses for placement on sites. Development of eligibility requirements for purchase of the properties as well as individual and community financial contributions must be determined as part of the overall process.	The Story County Housing Trust is actively working to complete this now. Our organization is overseeing this activity as part of our administration of the Story County Housing Trust.	N/A
Tool 1.a-f Land Assembly. Develop an inventory of Public-Owned Lands, identifying surplus, unused, or underused public lands or sites for reuse as housing.	Compile a community by community inventory of public land. Work with communities to find best uses going forward.	150 hours
Tool 1.a-i Land Assembly. Infill Opportunities, identifying vacant lots within communities, prepare a redevelopment plan for clustered sites to guide developers and builders.	Compile community specific inventories. Assemble and market appropriate sites. Work with land developers and other stakeholders to create a plan for development, as appropriate.	125 hours
Tool 3.b-a Evaluation of potential reuse space in downtown and commercial buildings and spaces (this includes the potential funding mechanisms available to jurisdictions to support such efforts.)	Discuss downtown development with community leaders. Share existing state sponsored funding opportunities. Utilize existing resources within MIPA to secure funding.	75 hours
Tool 3.e-a Identify strategically placed but underdeveloped properties and determine what barriers exist to developing desired housing types.	Once property inventories are complete, specific property barrier info can be compiled.	75 hours
Tool 4.a-a Identify and develop partnerships with organizations that provide or support low income, workforce, and senior housing as well as other populations with unique housing needs.	Gather and connect with Story County, regional, and statewide organizations. Utilize existing forums and connections to establish partnerships.	75 hours
Tool 6.a-a Develop database of existing ordinances from communities in Story County. Using these resources, cities should establish codes that are most appropriate for their community. Development of similar ordinances across the County can create an easier building environment for developers.	Gather documents and digitize as necessary. Suggest best practices and ensure development and growth compatibility. Consult with MIPA and other staff as needed for technical expertise.	125 hours

Work Plan

Creation of Policies: The following tools will require development based on the steps outlined during the evaluation stage. The policies will incorporate research, best practices, and what is best for Story County.		
Tool	Comments/Process	Budget
Tool 3.a-a Create and act on new policies around incentives and financing mechanisms to target missing product types.	Need to identify current policies and how stakeholders can expand offerings. Work with MIPA to secure funding as needed.	100 hours
Tool 3.c-a Evaluation of zoning requirements and revisions necessary to support ADUs and provide pre-approved plan sets for ADUs. Contract with appropriate design professionals to create package plans.	Prepare model ordinance for ADUs. Package plans will need to be evaluated for effectiveness in adding additional housing units needed in Story County communities. Use existing resources like ISU College of Design for plan designs.	75 hours
Tool 4.d-a Develop a comprehensive funding strategy and guide identifying current resources available for affordable housing that addresses current and potential sources of funding and how the funds should be spent.	Use information gathered in the evaluation process to ensure completeness. MIPA will work to identify resources and secure them as needed.	75 hours
Tool 3.b-b Identify partnerships to develop a Resource Guide to assist communities in the potential opportunities and how to evaluate properties, including examples and case studies.	Especially in small towns, it is important to know who has the information. Getting that info in the correct hands will be imperative. Staff will prepare guides for communities and utilize MIPA to assist with implementation.	100 hours
Tool 6.b-a Development and establish jurisdiction-specific administrative site plan approval processes applicable when housing meets jurisdictional comprehensive plan goals and targeted housing needs.	Creating ways to make zoning processes smoother will help advance new development. Staff will work to incorporate language as appropriate to each community's regulations.	100 hours
Tool 6.c-a Reduce parking requirements and/or consider adoption of parking maximums for residential uses, including for multi-family developments.	Providing insight into the pitfalls of excess parking and parking lots will make this an easier sell. MPO staff has extensive knowledge in this and has pushed for these types of development changes for years.	25 hours

Work Plan

Creation of Programs: The following tools will require the development of systems and processes as well as relationships to execute the new initiative.		
Tool	Comments/Process	Budget
Tool 5.b-b Continue to provide funding for rehab programs for owner-occupied structures and help market existing programs.	This is currently happening via the SCHAT and will continue.	N/A
Tool 1.a-g Develop Community Speculative Home Program for jurisdictions with shovel ready sites/infill sites (communities act as the applicant in partnership with developer/builder).	A list of potential sites will already be created. Connecting interested parties will help move the needle. SCHAT resources may be available.	75 hours
Tool 1.a-e Land assembly. Identify a "Demonstration Pilot Project", working with development oriented local landowners to solidify a legacy project that serves as a demonstration and best practice model.	Finding a situation that can be duplicated among multiple communities will breed success. Much of what is done will be decided by how Tool 1.a-g is completed.	125 hours
Tool 1.a-d Infrastructure cost-sharing. Explore the creation of partnerships and programming that allow local jurisdictions as well as non-profits and other third parties to partner with developers/builders for the cost-share of infrastructure installation costs associated with affordable housing construction.	Making infrastructure affordable makes new development affordable. Make sure growth and development fits appropriately with existing and planned infrastructure. MIPA will assist as needed.	75 hours
Tool 5.b-f Establish a program to preserve and maintain healthy and viable manufactured home parks.	Work to find a local champion and have the groundwork in place, if and when, a park becomes available for sale. The SCHAT has expressed interest in moving this forward as well.	100 hours
Tool 5.b-e Review and establish a homebuyer assistance fund grant/forgivable loan program for entry-level homeownership opportunities, providing funding for down payment and closing cost assistance. Income eligibility would require households with incomes at or below 80% of the area median income, and would apply for first-time homeowners and/or those not owning a home within the last three years.	Some programs currently exist. It would be best to ensure lending institutions are making the programs available. The SCHAT has expressed interest in supporting this initiative.	50 hours
Tool 6.a-b Develop a plan for adapting vacant commercial space into housing.	This will likely require zoning ordinance changes and buy-in from property owners. MIPA will identify resources available.	75 hours
Tool 5.b c Market existing energy efficiency and emergency programs throughout Story County. Review ideas for expanding the program to include offering to first-time home buyers and the senior residents.	Work with contractors and providers to identify gaps. Work with stakeholders to find creative solutions.	100 hours
Tool 5.b-g Establish and actively promote home-buyer education and financial literacy programs.	There are many knowledgeable individuals on this topic in Story County. The MPO will partner with stakeholders to prepare and disseminate information and resources.	50 hours

Work Plan

The tools below are classified medium timeframe. The development of the tools will be likely as part of earlier efforts.		
Tool	Comments/Process	Budget
Tool 1.a-j Establish a Lending Consortium, identifying the potential roles or established organizations, including, but not limited to, the Story County Housing Corporation and Able Up Iowa.	Such an effort will help to share the liability and reduce the risk. MIPA will assist in identifying startup funding opportunities.	100 hours
Tool 1.a-k Review benefits and processes for Story County Housing Trust to become a certified Community Housing Development Organization, and if proven a beneficial path to pursue, go forward to seek certification.	Serving as the staff for the SCHAT, we will help drive this discussion.	25 hours
Tool 2.a-a Create a special assessment guide/toolkit for communities and developers/builders.	Simplified and consistent information will enable duplication of development in different parts of the county. Staff will develop guides and toolkits as appropriate.	100 hours
Tool 2.b-a Review and consider a revolving infrastructure loan program to which communities may apply for funding to be used to front-end a portion of public improvements, repaid over a longer period through a second mortgage on the property or deferred payment until sale of the house when it becomes due.	Reducing risk to the developer is essential. Efforts will be focused on making the program equitable amongst all communities.	100 hours
Tool 3.a-b Evaluate the potential to provide funding for non-profit organizations to buy income-restricted units proposed to be converted to market rate housing.	Will need to identify the properties that have the best potential for change in the near future. Will work with local and regional organizations to find funding streams to ensure it works to benefit the residents.	100 hours
Tool 3.a-c Provide funding for special needs residents to purchase housing through nonprofit partnerships.	Engage care takers and marginalized populations to identify opportunities for unique programs and implementation.	75 hours
Tool 3.a-d Evaluate opportunities to create market rate and affordable senior housing investments and developments.	Identify opportunities by engaging sector specific organizations and staff. Work with industry leaders and MIPA staff to engage builders and other land developers.	100 hours
Tool 3.b-c Evaluation of zoning requirements and revisions necessary to support potential reuse and adaption of spaces.	Work with communities and MPO/MIPA staff to update development regulations to ensure efficient reuse/adaption of buildings.	75 hours
Tool 3.e-b Review the potential and consider establishing incentives for small-scale development.	Work with communities on localized incentives through existing programs and organizations.	75 hours

Work Plan

The tools below are also classified medium timeframe. The development of the tools will be likely as part of earlier efforts.

Tool	Comments/Process	Budget
Tool 3.e-c Explore the creation of Community-Specific Design Guidelines Manual to preserve existing neighborhood character. Through a Request for Information process, identify appropriate design professionals with the necessary skillsets to create manuals and identify potential costs.	Evaluate what communities characteristics are important and ensure historic neighborhoods in Story County are maintained. Leverage existing resources such as ISU College of Design.	100 hours
Tool 3.e-d Explore the creation of community-specific property acquisition and management policies for the public sector and private entities.	Create a common strategy throughout the county that ensures replicability of projects in different parts of the county.	50 hours
Tool 3.e-e Explore the creation of a package of example site plans and products that will get approved, removing a level of risk from the developer/builder. Through a Request for Information process, identify appropriate design professionals with the necessary skillsets to create manuals and identify potential costs.	Work with stakeholders to identify existing information. Leverage existing resources such as the ISU College of Design.	75 hours
Tool 4.b-a Pre-packaged site plans and RFPs. Show what will get approved and trigger interest by potential investors. Through a Request for Information process, identify appropriate design professionals with the necessary skillsets to create packages and plans and identify potential costs.	Secure existing resources from stakeholders and work with professionals to customize offerings to communities.	75 hours
Tool 6.d-b Evaluate lot size/setback reductions - Focus on design, not density. Communities should consider reducing minimum lot size requirement.	No one policy will work county-wide. Each community has developed differently over time and this will require a community by community approach. Leverage staff expertise to incorporate language as needed.	100 hours
Tool 6.d-c Determine what incentives are needed that maximize returns on investments.	Engage stakeholders and staff to identify needs to then customize incentives.	75 hours

Work Plan

The tools below are those in the long-term timeframe. The development of the tools will be successful once other phases of the plan are implemented.

Tool	Comments/Process	Budget
Tool 2.b-b Develop a Speculative Financing Revolving Loan Fund, providing funding to make partial construction loans to contractors for new speculative homes. Contractors or developers can receive a loan of up to a pre-defined amount towards constructions costs at a pre-established low interest rate.	Identify sources of funding. Determine if it should be a countywide effort or community based.	100 hours
Tool 3.e-f Encourage public/private partnerships for the purchase and/or acquisition of abandoned/vacant properties for affordable housing, following procedures through established property acquisition and management policies.	Bring parties together and prove there can be a profit in every corner of county. Diversifying risk among multiple parties will improve chances for success.	100 hours
Tool 4.b-b Pre-packaged site plans and RFPs. Provide technical assistance and create a mentoring network for less experienced local investors or community members interested in community projects.	Mentorships with a mindset of "What's best for Story County?" will ensure investments will be community driven and profitable for everyone. Staff will engage existing networks to provide assistance.	75 hours

Project Team

Lucas Young Senior Planner

Lucas will serve as the day-to-day contact for the project. Lucas is well suited for this effort requiring skills in both housing and planning. Lucas carries a degree from Iowa State University in Community and Regional Planning. He has served as a planner in rural Iowa where he dealt with the ever-growing needs in small towns. While working in rural Iowa, Lucas administered CDBG housing rehabilitation programs where he inspected homes, prepared bid specifications, and worked with contractors to ensure completion. Lucas has also assisted with comprehensive plans, zoning ordinance amendments, and grant applications. Lucas has also worked in the private sector. His most recent role in the private sector was business and sales manager for a modular and manufactured home retailer. There he worked with customers, home manufacturing companies, and subcontractors. In his role he also served as draftsman, assisted in speculative construction projects, and served as project manager for special projects. Lucas has a great blend of knowledge to move the implantation of the Housing Action Plan forward.



HANDS ON EXPERIENCE & NOTABLE PROJECTS

- Comprehensive plan development
- CDBG grant administration
- Grant writing
- Routine customer and contractor interaction
- Construction project management
- Site plan review
- Bid document creation
- Marion County Zoning Ordinance Update

Project Team



Andrew Collings, AICP
Principal Planner

Andrew will provide an advisory role through the length of the project and will assist as needed on larger projects. Andrew has over ten years of experience as a planner in Iowa, including over eight in the Des Moines Metropolitan Area. Andrew has created a strong relationship between several groups, government entities, and individuals in central Iowa. While serving the MPO, he has grown the role of the MPO and now MIPA through his efforts. Andrew single handedly created the Central Iowa Housing Trust Fund, forming the organization to include the only remaining counties without a local housing trust fund. Since the creation of the Central Iowa Housing Trust, the state has increased the funding, in part, because the entire state is now covered by HTFs. Andrew has also worked to assist Story County with the administration of the Story County Housing Trust. Andrew has played a large role in the creation MIPA. MIPA provides services and assistance to a region once left to fend for itself. His expertise will be invaluable and cannot be duplicated by any other individual in the region.

HANDS ON EXPERIENCE & NOTABLE PROJECTS

- Grant writing
- Data analytics and research
- Administer over \$800,000 in yearly housing funds for low to moderate households for the Story County Housing Trust and Central Iowa Housing Trust Fund.
- Created the CIHTF
- Identified the need to create MIPA and worked with MPO staff to bring it to fruition.
- Developed six comprehensive plans for communities in Iowa.
- Worked with three southern Iowa communities to develop local airport zoning ordinances designed to prevent area hazards from impacting airport operations.
- Melcher-Dallas Zoning Ordinance
- Federal Grant Administration

Project Team

Caleb Knutson Senior Planner

Caleb is the staff planner for MIPA. Caleb has a diverse background in economic development and community engagement. Notably, Caleb served as zoning administrator and planner for Marshalltown, a community of more than 25,000 residents. As city planner he successfully led the effort to rewrite the community's archaic and ineffective zoning ordinance. Caleb is active in several statewide initiatives focused on rural issues and ensuring every resident has an unencumbered path to success. As a former city planner, he will be invaluable with the development of new code language and efforts outlined in the Housing Action Plan.



HANDS ON EXPERIENCE & NOTABLE PROJECTS

- Had routine interactions with resident, developer, relator, and business owner zoning inquires.
- Site plan review
- Build permit review
- Zoning Reviews for Residential & Commercial Projects
- Staff advisor for both Board of Adjustment & Plan Zoning Commission
- Writing of Marshalltown's Zoning Code
- Project Manager for the City of Marshalltown's Development Review Group
- Assisted with developing Empower Rural Iowa's Leadership Exchange & Bootcamp curriculum

Other Staff

The MPO and MIPA retain a professional staff with decades of experience and expertise in a variety of areas. Because of the collaborative environment of our organization, there will be others involved in with the implementation of the Housing Action Plan as needed and as skills align. In all, the MPO staff will be great support for all the nuances needed for implementation of the Housing Action Plan.

Budget

Budget

With the current scope of work, no subcontractors are planned to be used. The MPO proposes a rate of \$70/hour plus incidentals. This hourly rate accounts for all potential project and administrative support staff costs. Incidentals include, but are not limited to, mileage, meals, and copies. See the breakdown below of estimated hours by year. The total estimated contract for the 3 year Housing Action Plan will be \$237,500.

	Estimated Hours		Estimated Incidentals	Year Totals
Year 1	1,500 hrs x \$70 = \$105,000		\$5,500	\$110,500
Year 2	1,000 hrs x \$70 = \$70,000		\$3,000	\$73,000
Year 3	750 hrs x \$70 = \$52,500		\$1,500	\$54,000
Totals	3,250 hrs x \$70 = \$227,500		\$10,000	\$237,500

Please note the aim was to budget for the whole project and not by individual task. The budgeted hours per task are an estimated reference point and will likely fluctuate based on individual project demands.

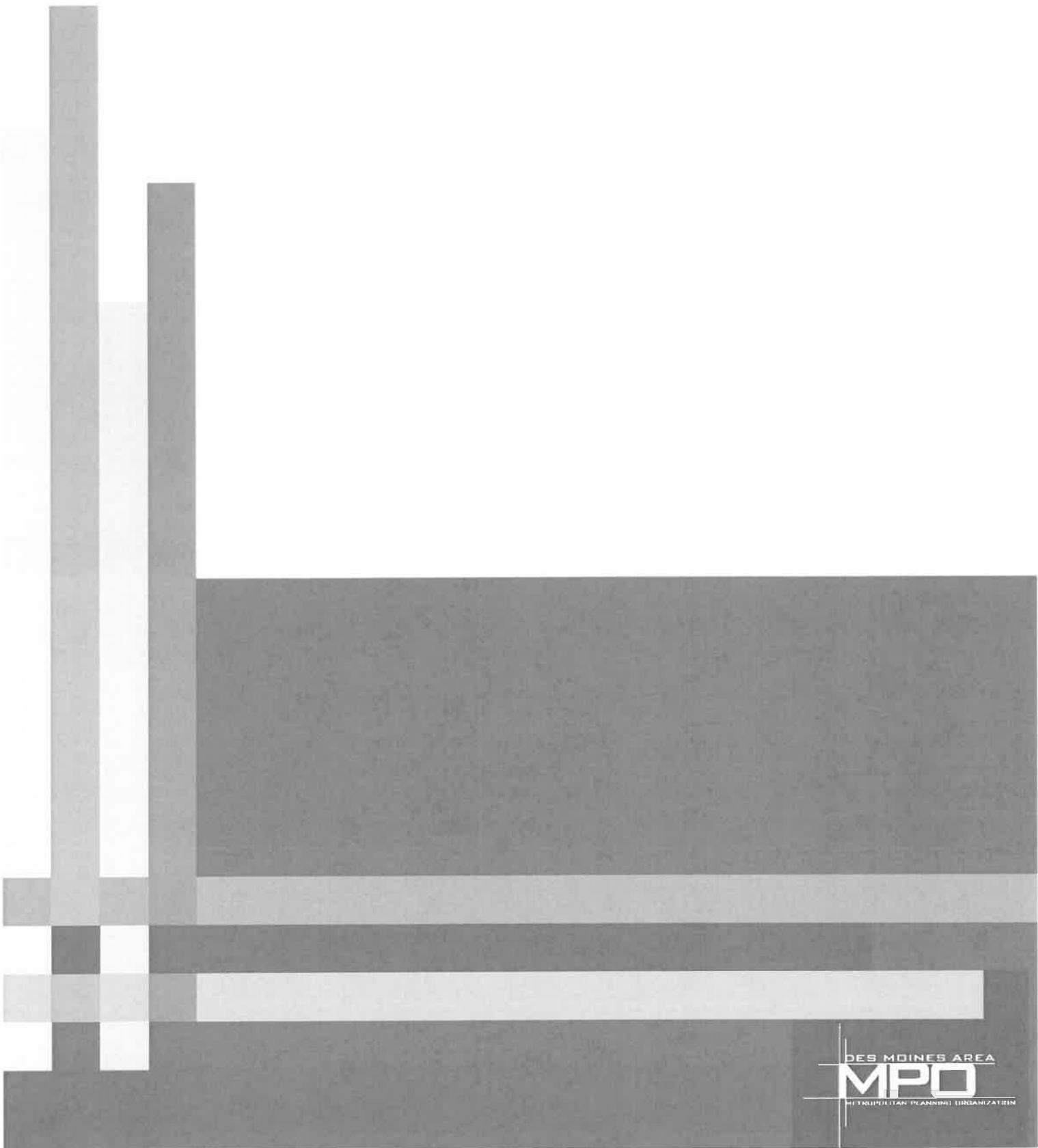
References

References

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Des Moines Area MPO response to 10/19/2022 budget discussion.



The budget outlined on page 22 of the MPO's RFP response for planning consulting services for the implementation of the housing action plan was based on hours estimated to start and execute the tools from scratch. After communication with county staff, it was indicated that several efforts had already been started or even had been completed. With the reduction in scope, the MPO proposes a revised lump sum budget of \$191,000.

The MPO is suggesting payments for services be made via quarterly payments by the County to the MPO. The outline below accounts for higher payments in the beginning and reduced payments in the two subsequent years. The reduction by year is reflective of the reduction in work over the duration of the 3-year contract. The specific dates can be adjusted to meet the needs of the county.

January 1, 2023	\$22,000	
April 1, 2023	\$22,000	
July 1, 2023	\$22,000	
October 1, 2023	\$22,000	\$88,000 Year 1 Total
January 1, 2024	\$14,500	
April 1, 2024	\$14,500	
July 1, 2024	\$14,500	
October 1, 2024	\$14,500	\$58,000 Year 2 Total
January 1, 2025	\$11,250	
April 1, 2025	\$11,250	
July 1, 2025	\$11,250	
October 1, 2025	\$11,250	\$45,000 Year 3 Total

The total amount payable to the MPO under this proposed budget is \$191,000.



CAPITAL IMPROVEMENTS PLAN PROCESS AND TIMEFRAME
Tentative

FY2024-2028

Timeframe	Tasks	Comments
November 8, 2022	BOS Approve Forms, Process and Timeline	
November 10 th - December 1 st	CIP Request Forms completed and submitted by Elected Officials and Department Heads	Forms are due on or before 4:00 pm on Thursday, December 1, 2022
Week of December 4 th	CIP Review Committee Meeting #1	Initial review of projects and existing CIP and budget discussion
December 8 th	Worksession with BOS	
Week of December 11 th	CIP Review Committee Meeting #2 (if needed)	Discussion of projects to be included
Draft CIP prepared and distributed for BOS Budget Worksessions		Distributed prior to December 30, 2022
January 2023	CIP Budget worksession with BOS	Additional discussions on the projects will occur through the individual worksessions as well.
Week of January 29 th	Staff compile changes to Draft CIP	
February 7, 2023	BOS review of Draft CIP	Discussion and direction to seek public input
February 7, 2023 – March 9, 2023	Public Comment Period	
March 14, 2023	BOS review of public input	Direction on revisions to be brought forth for formal adoption
March 2023	Formal Adoption of CIP	Formal action occurs after adoption of the budget
Formal CIP Adoption - runs on a fiscal year basis.		



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

Ph. 515-382-7245 Fax 515-382-7294
www.storycountyiowa.gov

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Amelia Schoeneman, Planning and Development Director
RE: Resolution No. 23-35 Extending the Ames Urban Fringe Plan 28E Agreement to January 1, 2023
DATE: November 8, 2022

Planning and Development staff have been working with the cities of Ames and Gilbert to update and renew the Ames Urban Fringe Plan. A component of the Plan is a 28E agreement that binds the cooperators to the Plan's policies. The agreement was originally adopted July 11, 2011, and was effective for five years after the date of adoption with automatic renewal for an additional five years.

The Board of Supervisors and other cooperators' city councils previously renewed the 28E for an additional year and extended its expiration to July 11, 2022, to allow additional time to complete the Plan renewal and amendment process. The 28E was again extended in July to November 7, 2022, as staff was still actively working on the Plan update.

Most recently, staff brought public comments to the Planning and Zoning Commission and Board of Supervisors for direction on changes to make to the final draft. The Board of Supervisors' recommendations were provided to the other cooperators. Ames acted on the recommendations and comments at their October 25, 2022 City Council meeting. The City Council directed City staff to prepare a Draft Plan based on comments, the Board's recommendations, and the City's goals. City staff anticipates completing this for the November 22, 2022, Ames City Council meeting, at which time City Council will decide whether to recommend changes to the Draft Plan to the other cooperators. They will then forward the changes to the other cooperators for consideration and action in December. Gilbert is to act on the recommendations from the Board, comments, and extension request at their November 7, 2022, meeting.

The City of Ames also acted to extend the 28E agreement until January 1, 2023, at their October 25, 2022, meeting and directed City staff to forward the extension request to the other cooperators. Staff recommends the Board of Supervisors act to approve the extension request.



PLEASE RECYCLE

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
 Prepared By: Amelia Schoeneman, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
 Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA
 RESOLUTION OF THE BOARD OF SUPERVISORS
 RESOLUTION 23-35
 EXTENDING THE AMES URBAN FRINGE PLAN 28E AGREEMENT TO JANUARY 1, 2023**

WHEREAS, the current Ames Urban Fringe Plan (AUFPP) was initially prepared July 2006 for Story County, Boone County, the City of Ames, and the City of Gilbert; and

WHEREAS, the provisions of the Code of Iowa, Chapter 28E were adopted to facilitate such inter-jurisdictional cooperative efforts; and

WHEREAS, a 28E Agreement, the Ames Urban Fringe Joint and Cooperative Agreement, was adopted on July 11, 2011, and recorded on July 15, 2011, as Instrument Number 2011-00006589 between Story County, the City of Ames and City of Gilbert; and

WHEREAS, the 28E Agreement was effective for five years after the date of adoption with automatic renewal for an additional five years; and

WHEREAS, the expiration of the 28E Agreement was extended by Story County (Instrument Number 2020-01491), the City of Ames, and City of Gilbert to July 11, 2022; and

WHEREAS, the expiration of the 28E Agreement was again extended by Story County (Instrument Number 2022-06575), the City of Ames, and City of Gilbert to November 7, 2022, and the 28E was filed as expiring on November 11, 2022, with the Iowa Secretary of State; and

WHEREAS, under the 28E Agreement Sections 9 and 7, the parties may extend the current agreement, which allows the jurisdictions to continue to work together to amend the agreement; and

WHEREAS, the Story County Board of Supervisors support an extension of the current AUFPP to January 1, 2023, to allow adequate time for all jurisdictions to work together on goals and policy amendments to the future AUFPP.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors directs Story County Planning and Development Staff to send resolution number 23-35 to the other jurisdictions.

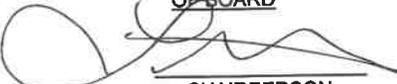
Dated this 8th day of Nov, 2022.

 Chairperson, Board of Supervisors

Attest:

 County Auditor

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

ALLOWED BY VOTE OF BOARD
 Yea 3 Nay 0 Absent 0

 CHAIRPERSON
 Above tabulation made by 



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

Ph. 515-382-7245 Fax 515-382-7294
www.storycountyiaowa.gov

APPROVED **DENIED**
Board Member Initials: [Signature]
Meeting Date: 11-8-22
Follow-up action: _____

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Amelia Schoeneman, Planning and Development Director
RE: Request for Proposal for Property Clean-Up, Demolition of Structures, and Debris Removal at 56314 170th Street, Ames, Iowa
DATE: November 8, 2022

The Story County Planning & Development Department received a complaint regarding the placement of a vehicle, washing machine, trailers, other junk or salvage materials, and abandoned buildings at the property located at 56314 170th Street (Parcel # 06-07-100-310) in unincorporated Story County. The property was determined to be in violation of the Story County Code of Ordinances, Land Development Regulations, and a notice of violation and citation were subsequently issued after the property owner did not voluntarily correct the violations.

As a result of the citation, Court Order CSCICI008170 issued on July 29 required the property owner to abate the violation within 30 days and report back to the District Court on the abatement. The abatement was not completed. On August 31, 2022, the property owner reported to the Court and requested additional time for the abatement. Thirty additional days were permitted, or until October 3, 2022. In October, the property owner again reported to the Court and was awarded additional time until November 8, 2022. As of November 3, 2022, no substantial cleanup work has occurred on the property. Staff also plans to document the state of the property on November 8 to report to the Board.

Following the Court Order, and pursuant to 331.384(2), Code of Iowa, the County is entitled to enter upon the property and complete the abatement. The cost of the abatement will be a judgment against the property owners and shall be assessed against the property. The County has notified the property owner and the Court that if all work has not been completed by November 8, 2022, it is the County's intent and is entitled to enter upon the property and complete the abatement (e.g. remove the materials, trash, equipment, buildings, etc.).

This is a unique circumstance and code enforcement case. The notice of violation and citation process has been ongoing since 2019. Typically, staff has success in gaining voluntary compliance through our code enforcement process. However, in this instance, no progress has been made. It is the first time that Planning and Development Staff and Assistant County Attorney Ethan Anderson recall proposing to use a section of Iowa Code that entitles the County to enter a property, clean up the property, and assess the costs on the property owner. As such, it is an unbudgeted expense. Staff anticipates the cost will exceed \$25,000 and thus is proposing to take bids through a Request for Proposal (RFP). The exact cost will be determined through the RFP process. Once the cost has been determined, staff will work with



PLEASE RECYCLE



Story County Planning and Development Department
Ph. 515-382-7245 Fax: 515-382-7294

the Auditor's Office to determine if a budget amendment is possible or if other funding sources need to be investigated.

The Request for Proposal is seeking cost estimates to clean-up the property. A draft of the RFP is included on the agenda center. If approved, the RFP will be posted to the County's website and open until November 23, 2022. Staff anticipates cleanup to be completed in March of 2023. A resolution assessing the costs of the cleanup against the property will be prepared after completion.



PLEASE RECYCLE

REQUEST FOR PROPOSAL FOR PROPERTY CLEAN-UP, DEMOLITION OF STRUCTURES, AND DEBRIS REMOVAL AT 56314 170TH STREET, AMES, IOWA
Story County, Iowa

Story County, Iowa ("County") seeks proposals and cost estimates for property clean-up, demolition of structures, and debris removal at 56314 170th Street, Ames, Iowa, as described in this Request for the Proposal ("RFP").

The Consultant selected from the RFP will be engaged after competitive evaluation based on the "Selection Criteria" set forth in this request.

This request invites consultants to submit proposals for the accomplishment of the items of work specified below under Scope of Work and detailed further within this RFP. Proposals should be prepared and submitted in accordance with the guidelines and requirements set forth in this request.

Sealed proposals: Vendor will deliver one (1) hard copy and one digital format (CD or flash drive) to the following address:

Story County Planning and Development
c/o Amelia Schoeneman, Planning and Development Director
Story County Administration
900 6th Street
Nevada, Iowa 50201

The envelope must be clearly marked "SEALED RFP". The name of the firm and contact person must be listed on the outside of the envelope. Any restrictions on the use of data within proposals must be clearly stated in the proposal itself. Non-disclosure cannot be guaranteed after the selection stage of the procurement due to public record laws.

Proposal Deadline: 12:00 PM CST Wednesday, November 23.

Proposals received after the proposal deadline will be considered late and will not be accepted. Proposals may be withdrawn and/or modified in writing prior to the submission deadline. Request for withdrawal must be in writing by the contact person named on the outside of the envelope. Proposals that are resubmitted must be sealed and received prior to the submission deadline. Each vendor may submit only one proposal.

Scope of Services

The Story County Planning & Development Department received a complaint regarding the placement of a vehicle, washing machine, trailers, other junk or salvage materials, and abandoned buildings at the property located at 56314 170th Street (Parcel # 06-07-100-310) in unincorporated Story County. The property was determined to be in violation of the Story County Code of Ordinances, Land Development Regulations, and a notice of violation and citation were subsequently issued after the property owner did not voluntarily correct the violations.

As a result of the citation, Court Order CSCICI008170 issued on July 29 required the property owner to abate the violation within 30 days and report back to the District Court on the abatement. The abatement was not completed. On August 31, 2022, the property owner reported to the Court and requested additional time for the abatement. Thirty additional days were permitted, or until October 3, 2022. In October, the property owner again reported to the Court and was awarded additional time until November 8, 2022. As of November 3, 2022, no substantial cleanup work has occurred on the property.

Following the Court Order, and pursuant to 331.384(2), Code of Iowa, the County is entitled to enter upon the property and complete the abatement (e.g. remove the materials, trash, equipment, buildings, etc.). The cost of the abatement will be a judgment against the property owners and shall be assessed against the property.

The property is not under the ownership of Story County. Therefore, entry on the property is only permitted after notification of the property owner. Those wishing to view the property prior to submitting a bid shall not enter the property. The property may be viewed from the public road right-of-way of 170th Street. Photos of the property from November 3, 2022, are attached to this RFP as Appendix A.

The scope of services is to remove debris, structures, vehicles, etc. from the property at 56314 170th Street, Ames, Iowa, Property ID 06-07-100-310, and legally described as beginning at the Northeast Corner of Sublot 3 of Lot 4, West 234 feet, South 186 feet, East 261 feet, in the Northeast Quarter of the Northwest Quarter of Section 7, Milford Township.

No trees with a caliper over four inches measured four feet off the ground or a coniferous trees over 15 feet tall shall be removed.

Quantities of clean-up and removal are subject to change and bid price shall be adjusted accordingly. After the debris is removed, it shall become property of contractor. Burning of ANY debris on site is prohibited.

The property shall be free of any ruts or rough ground created from contract work. Seed all areas filled/disturbed with standard grass seed mixture. The seed mixture shall result in a uniform perennial vegetative cover with a density of 70%, sufficient to preclude erosion, for the entire disturbed area.

The Contractor must comply with all Federal, State, and Local Laws and Ordinances. In addition, all OSHA, NFPA, and ADA regulations must be complied with.

The Contractor will be required to pay the Construction and Demolition Fee Schedule for the landfill that is used for this project.

All recyclable materials, appliances, tires, etc. shall be delivered to an agreed upon recycling center. Care shall be taken not to damage any appliances so that toxins are not released into the atmosphere. Failure to comply with these instructions will result in a \$100.00 deduction per appliance or tire.

The Property Clean-up and Debris Removal work shall commence within fifteen (15) days after the effective start of the contract and shall be completed within ninety (90) working days. A working day as used herein, shall be defined as any calendar day, exclusive of Saturdays, Sundays, or a recognized legal holiday, or on which weather or other conditions (not under the control of the Contractor) will permit the operations to proceed for not less than 3/4 of a normal work day. The Contractor shall forfeit \$250.00 per working day required to complete the contract after the aforesaid completion date. Working days and progress of work will be monitored daily.

Detailed Task Description

Remove the following from 56314 170th Street Ames, Iowa,

1. Dilapidated buildings/building materials and mobile homes. The existing dwelling is to remain.
2. Septic system(s) and plugging of well(s) for the mobile home, and meeting the requirements of the

- Story County Environmental Health Department and Story County Code.
3. All trash and building materials, including, but not limited to corrugated steel, fencing and wood.
 4. All furniture.
 5. All appliances (including washing machine and washing machine drums).
 6. All waste (including 55-gallon plastic drums).
 7. All equipment including bicycles.
 8. All tow behind campers.
 9. Any unregistered vehicles if over three are present on the property.
 10. Broken concrete and/or rock, trash, garbage and other types of debris.

Appropriate disposal of all materials at the landfill or recycling center.

Removal of any ruts or rough ground created by the construction work.

Final seeding of the property.

Conceptual Plan

The Vendor shall provide a Conceptual Plan, including a detailed statement of work for the product/services believed to be appropriate for Story County, addressing the Scope of Services detailed in this RFP as well as Capabilities and Warranty and Maintenance, as applicable.

The Conceptual Plan should indicate the following, at the minimum:

- Vendor name, address, and names of primary contacts.
- Outline personnel skills and services that distinguish the Vendor, incorporating appropriate staff profiles and a description of specific staff that will comprise the project team for this assignment. The staff profile should describe the Vendor's experience in providing services to the public sector, jobs of similar size(s) and provide applicable certification for staff members involved in the process.
- Restatement of services required (four pages maximum): attach a restatement of the proposed agreement that outlines its objectives and scope as perceived. Do not repeat the Scope of Services or Detailed Task Description, but elaborate on the tasks, conditions, or other specifics deemed significant and necessary to demonstrate a complete understanding of the technical and substantive issues to be addressed, including the following:
 - A statement of the Consultant's understanding of the project that demonstrates knowledge of the project requirements.
 - Proposed project approach, including timelines and description of the Consultant's technical approach to the project, including an outline of the sequence of tasks, major benchmarks and milestone dates.
- Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this work.
- Evidence of ability to work within tight time constraints.
- Provide the earliest date available to assume these duties.
- A proposed budget for the cost of services to be provided under this proposal including:
 - A proposed fee structure (cost per hour), based upon the plan of work proposed by the Vendor.
 - Proposed services to be sub-contracted if any, anticipated subcontractors, and anticipated costs for these services. NOTE: Story County will not pay the Consultant a surcharge percentage on third party fees and costs. Method of billing must be disclosed.

An acknowledgement that any task/work request considered to be outside of the agreed upon scope and contracted duties that will incur fees, must be communicated by the Consultant and agreed to by Story County prior to the performance of that task/work request.

- Three (3) references that are to be included with the proposal.

Evaluation Criteria

Story County will analyze and evaluate all properly submitted proposals in response to this request using the "Evaluation Criteria" listed in this RFP to rank all Consultants. Top scoring Consultants will be chosen for further evaluation, which may include interviews and presentations with those firms. Each proposal will be evaluated based on the Evaluation Criteria listed below. Proposals will be ranked in order of the highest numerical score first. Story County may select as many of the top ranked Consultants as it deems necessary for inclusion within the negotiating list.

Story County will evaluate all proposals based on the following:

- Experience and Past Performance
- Company Organization and Qualifications
- Restatement of Services
- Cost

Submittal Process and Details

All proposals must be submitted as detailed in the manner described herein. Exceptions nor extensions to established deadlines will not be granted.

Story County will not meet individually in person or via other means with potential contractors.

Story County will be accepting questions from November 8, 2022, through 5:00 PM, November 15, 2022, regarding this RFP. Please submit questions via email to Amelia Schoeneman, Story County Planning and Development Director, at aschoeneman@storycountyiowa.gov. Written responses will be published on Story County's website at www.storycountyiowa.gov and distributed to those who submitted questions no later than 5:00 pm, November 18, 2022.

Estimated Timeline

Release RFP—November 8, 2022

Questions due to Story County—Prior to 5:00 pm, November 15, 2022

Story County Responses published—Prior to 12:00 pm November 18, 2022

RFPs Due—Prior to 12:00 pm Wednesday November 23, 2022

RFPs Reviewed—November 28 – 30, 2022

Board of Supervisors consultant selection—December 6, 2022

Contract development—December 7 – 29, 2022

Board of Supervisors action on contract and effective start of contract—January 10, 2023

The above dates are subject to change at the discretion of Story County.

Story County reserves the right to reject any and all proposals received as a result of this Request for Proposal. If a proposal is selected, it will be the most advantageous regarding quality of service, the Vendor's qualification, and capabilities to provide the specified service, and other factors that Story County may consider. Story County reserves the right to waive or not waive informalities or irregularities in proposals or proposal procedures, and to accept or further negotiate cost, terms, or conditions of any

proposal determined by Story County to be in the best interest of Story County even though not the lowest bid.

The price quotations stated in the Vendor's proposal will not be subject to any price increase from the date on which the proposal is opened by Story County to the mutually agreed-to date of bid. An official authorized to bind the provider to its provisions for at least a period of 90 days must sign proposals. Failure of the successful Vendor to accept the obligation of the bid may result in the cancellation of any award. A service contract will be executed between Story County and the awarded Vendor.

The selected Vendor may not subcontract any of the work specified in this RFP without prior written consent of Story County.

Insurance

Vendor shall take out and maintain during service to the County under a contract such public liability and property damage insurance as shall protect Vendor, its subcontractors, and the County from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under its contract with the County, whether such operations be by Vendor or its subcontractor, or by anyone directly or indirectly employed by either of them. All insurance policies shall be issued by responsible companies who are acceptable to the County. The Vendor shall not cause any insurance to be cancelled nor permit any insurance to lapse during the life of the contract with the County. Vendor shall indemnify and hold County harmless from any damages, cost, claims or expenses which may arise as a result of any failure on the part of the Vendor to provide accurate and/or complete data information to the County as outlined and required by the Terms and Conditions of its contract with the County.

Form of Consultant Services Contract is Provided as Appendix B

Appendix A















Appendix B
Provider Agreement
Consultant Services Contract

Contract for _____

THIS AGREEMENT is entered into by and between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and _____, hereinafter referred to as "Provider", whose mailing address and telephone number is _____, telephone _____.

1. **PURPOSE AND INTENT.** The purpose of the agreement is for the Provider to

2. **FEES, EXPENSES & COMPENSATION.** Provider may charge a maximum hourly fee of \$ _____ for professional services necessary in the terms of this Agreement. Provider may bill County for travel expenses at the rate of not more than _____ per mile, which shall be limited to actual mileage incurred to perform necessary tasks required to reach the County's objective under this Agreement. Provider may not bill or receive compensation from County for time spent traveling. All invoices must specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Provider agrees that the hourly fee and mileage expense shall be Provider's sole compensation for professional services and work performed because of this Agreement.

Provider understands that the County reserves the right to request additional specific information in accessing the accuracy of claim information.

3. **INDEPENDENT CONTRACTOR.** It is understood that provider is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

4. **INSURANCE & TAXES.** Provider is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. Provider is also responsible for any payment of State and Federal taxes and any other applicable tax. Provider is not eligible for any benefits the County may provide for its employees.

5. **CONFIDENTIALITY.** Provider agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

6. **TERM AND TERMINATION OF AGREEMENT.** This agreement is effective on the ____ day of _____, 20__ for a period of ____ year(s). The County may terminate this agreement immediately upon Provider's refusal to, or inability to perform under the agreement or Provider's breach of this agreement. Either party may terminate this agreement for any reason, without cause, by giving 90 days written notice to the other party.

7. **ACCESS TO BOOKS AND RECORDS.** Unless otherwise required by applicable laws, Provider shall allow the County access to all books and records for the purpose of auditing or reviewing Provider's claims, upon request by the County. Provider's failure to provide access under this section shall constitute a material breach of the agreement.

8. **REQUIREMENTS.** Provider hereby agrees to perform all duties in accordance with all state and federal laws and regulations. Provider assures that no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

9. **EXTENSION.** If mutually agreeable to County and Provider, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.

10. **ASSIGNMENT.** Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

11. **APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.** This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts.

This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)

_____ (Provider)

By:

By:

Chairperson of the Board of Supervisors

Dated: _____

Dated: _____



**General Assistance Quarterly Report for the
 Story County Board of Supervisors
 November 8, 2022
 (Period covering July 2022 - September 2022)**

General Assistance

Caseload information:

Single Household Cases	Family Household Cases	Total for Reporting Period	Year-to-date Totals
17	25	42	17 - single
			25 - family
			42 - total

Denials/Referral to Other Resources:

# Issued during the reporting period	Year-to-date Totals
243	243

Applied, but did not return to complete assistance process:

# during the reporting period	Year-to-date Totals
24	24

Primary types of assistance:

Rent	Utilities	Misc. (meds, transportation, burial)
\$14891.98	\$1354.24	\$8132.00

Applications:

# of Applications for the Quarter	Year-to-date Totals
318	318

Substance Abuse Services

# during the reporting period	Year-to-date Totals
1	5

SSI Interim Reimbursement program: 0 during the reporting period and 0 YTD.

Centralized Intake

Service Coordination:

Service Coordination Cases for the Quarter	Year-to-date Totals
6	6

Service Collaborations (This includes collaborations put into CSN that may not request assistance from other agencies):

Total Service Collaborations for the Quarter for Rent/Utility Assistance	Year-to-date Totals	Unique Monthly Service Collaboration Totals by Individual	Year-to-date Totals
353	353	296	296

Assistance Requested and Amount Funded (dollar amount identified through collaborations):

	Requests for the Quarter	Approved for the Quarter	Requests Year-to-date Totals	Approved Year-to-date Totals
Rent	\$207461.22	\$39931.42	\$207461.22	\$39931.42
Utilities	\$30009.12	\$10072.23	\$30009.12	\$10072.23
Total	\$237470.34	\$50003.65	\$237470.34	\$50003.65

General Assistance

In addition to processing applications for rent and utility assistance the General Assistance office has spent some time the last quarter attending to the changes in the office. We began using an automated system to answer the phones due to having only one administrative assistant and this seems to be going well. The system allows the individual to press a number for whom they would like to speak with directly and can bypass the administrative assistant. Veterans Affairs is also included on the message.

The pace of applicants and the need for assistance in the community does not seem to be declining. In this quarter alone Story County assisted 14 more households than last quarter. We also entered 65 more service collaborations with requests for assistance in CSN than last quarter.

The Centralized Intake Program has been in operation for a little over a year. At the end of September Story County staff met with the collaborators to evaluate the program. We discussed the aspects that are going well with the program and areas for improvement. This will be an ongoing process throughout the year.

This quarter 60 interviews were completed with Veterans or surviving spouses by Erin Rewerts, CVSO.