

The Board of Supervisors met on 2/21/23 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Linda Murken, and Lisa Heddens, with Faisal presiding. (all audio of meetings available at storycountyiowa.gov).

ADOPTION OF AGENDA: Murken moved adopting the agenda with the change of moving item #10 for discussion and consideration next on the agenda. Heddens seconded with noted change. Motion carried unanimously (MCU) on a roll call vote.

STORY COUNTY APPLYING TO THE OFFICE OF CHIEF INFORMATION OFFICER (OCIO) FOR CONSIDERATION AS A TARGETED AREA FOR BROADBAND INVESTMENTS: Murken reported on additional federal funding available through the State OCIO. Applications must be received by 3/31/23. She provided additional background on broadband efforts and planning. Heddens moved, Murken seconded the approval of Story County applying to the OCIO for consideration as a targeted area for broadband investments; the Mid-Iowa Planning Alliance (MIPA) will assist. Roll call vote. (MCU)

RECOGNITION OF 2022 YEARS OF SERVICE WITH STORY COUNTY AWARDS: Faisal thanked the employees of Story County for their service.

MINUTES: 2/14/23 Minutes – Murken moved, Heddens seconded approving 2/14/23 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 2/27/23, in a) Facilities Management for Amber Malcom @ \$19.22/hr. Heddens moved, Murken seconded approving Personnel Actions as presented. Roll call vote. (MCU)

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

1. Resolution #23-70, approving the Technical Assistance to Communities Program for FY23
2. Resolution #23-71, to Abate Taxes against said mobile home due to court order
3. Resolution #23-72, to Abate Taxes against said mobile home due to removal from park
4. Services Agreement between Electronic Recovery and Access to Data (ERAD) Group, Inc. and the Story County Sheriff's Office, effective 3/15/23-3/14/24, for \$2,400.00 a year
5. Utility Permits: #23-6761, #23-6762, #23-6764

Roll call vote. (MCU)

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All Board members reported on several items.

Heddens moved, Murken seconded to adjourn at 10:09 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Meeting Limited Agenda
Administration Building
900 6th St., Nevada, IA
2/21/23

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. Recognition Of Story County 2022 Years Of Service Awards

Department Submitting Human Resources

Documents:

AWARD LIST 2.8.23.PDF

7. CONSIDERATION OF MINUTES:
 - I. 2/14/23 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

- 1) new hire, effective 2/27/23, in a) Facilities Management for Amber Malcom @ \$19.22/hr

Department Submitting HR

9. 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 Resolution #23-70, Approving The Technical Assistance To Communities Program For Fiscal Year 2023

Department Submitting Board of Supervisors

Documents:

RES2370.PDF

II. Consideration Of Resolution #23-71, To Abate Taxes Against Said Mobile Home Due To Court Order

Department Submitting Treasurer's Office

Documents:

RES2371.PDF

III. Consideration Of Resolution #23-72, To Abate Taxes Against Said Mobile Home Due To Removal From Park

Department Submitting Treasurer's Office

Documents:

RES2372.PDF

IV. Consideration Of Services Agreement Between ERAD Group And Story County Sheriff's Office Effective 3/15/2023 - 3/14/2024 For \$2,400/Year

Department Submitting Sheriff

Documents:

ERAD AGREEMENT.PDF

V. Consideration Of Utility Permit(S): #23-6761, #23-6762, #23-6764

Department Submitting Engineer

Documents:

UT 23 6761.PDF
UT 23 6762.PDF
UT 23 6764.PDF

10. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Story County Applying To The Office Of Chief Information Officer For Consideration As A Targeted Area For Broadband Investments - Linda Murken

Department Submitting Board of Supervisors

11. 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.

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

13. 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
2/21/23

NAME

Amelia Schaeffer
Sandra King

AGENCY

P-D
BoS

2023 STORY COUNTY
EMPLOYEE RECOGNITION BREAKFAST
FEBRUARY 8, 2023

Story County annually recognizes employees who have reached certain milestone years as a County Employee.
Below is a list of those who reached milestones in 2022.

30 Years

Mark Brakke, *Secondary Roads*
Jonathan Fry, *Secondary Roads*
Lori Mensing, *Secondary Roads*

25 Years

Aaron Kester, *Sheriff*
Stephanie Memmer, *Sheriff*
Stacie Herridge, *Recorder*
Robert Oborny, *Facilities*

20 Years

Leanna Ellis, *Sheriff*
Jaime Johnson, *Sheriff*
Laura Smith, *Facilities*

15 Years

Lori McDonald, *Treasurer*
Benjamin Boelkes, *Sheriff*
Tracy Geffre, *Sheriff*
Jamie Schmitz, *Sheriff*
Zachary Skelton, *Sheriff*
Joseph Bottorf, *Secondary Roads*
Kyle Springer, *Secondary Roads*

10 Years

Russell Bauer, *Sheriff*
Marylin Mosinski, *Sheriff*
Brian Moore, *Secondary Roads*
Jessica Lancial, *Conservation*
Ryan Wiemold, *Conservation*
Tyler Kelley, *Conservation*
Barbara Steinback, *Information Technology*

5 Years

Connie Davis, *Attorney*
Lucas Richardson, *Attorney*
Logan Powers, *Sheriff*
Timothy Schroeder, *Sheriff*
Cynthia Schwickerath, *Sheriff*
Kevin DeHaven, *Secondary Roads*
Alexander Golly, *Secondary Roads*
Dennis Pratt, *Secondary Roads*
Patrick Shehan, *Conservation*
Danny Harrison, *Facilities*
Amelia Schoeneman, *Planning &
Development*

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Leanne Harter, AICP, CFM, County Outreach and Special Projects Manager, 900 6th Street, Nevada, Iowa 50201 515-382-7247

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 23-70

WHEREAS, the Story County Board of Supervisors recognizes the communities smaller than 3,000 persons in size (according to the 2020 US Census) and wholly located within Story County have limited staff resources, and

WHEREAS, the Story County Board of Supervisors recognizes these communities may require technical assistance to update ordinances and policies and develop emergency operations plans and capital improvements plans, and

WHEREAS, the adopted Fiscal Year 2023 budget contains monies for economic development fund purposes and the Board of Supervisors believes it to be appropriate that such funding be used for such technical assistance to communities, and

WHEREAS, with the adoption this resolution, the Story County Board of Supervisors will fund up to \$3,000 of the total project's costs per community for such technical assistance services, and

WHEREAS, funds will be available from February 21, 2023, through June 5, 2023, and

WHEREAS, all technical assistance for which funds are requested must be undertaken and completed during July 1, 2022, through June 30, 2023, and

WHEREAS, if funds are granted to a community, that community guarantees to share all project information with Story County once completed,

AND WHEREAS, the Story County Board of Supervisors has created a Technical Assistance to Communities Program Application form that must be submitted along with all applicable invoices to qualify for funding, and

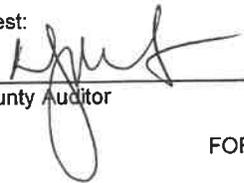
NOW, THEREFORE, BE IT RESOLVED that the Story County Board of Supervisors formally establishes the Technical Assistance to Communities Program for Fiscal Year 2023 and directs the County Outreach and Special Projects Manager to notify all eligible communities of the program and process to apply for funds.

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

Dated this 21st day of February 2023


Chairperson, Board of Supervisors

Attest:


County Auditor

ROLL CALL
FOR ALLOWANCE

Lisa Heddens Yea Nay Absent
Linda Murken Yea Nay Absent
Latifah Faisal Yea Nay Absent

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0


Above tabulation made by 
CHAIRPERSON

BOARD OF SUPERVISORS RESOLUTION #23-72

TO ABATE TAXES ASSESSED AGAINST SAID MOBILE HOME DUE TO REMOVAL FROM PARK

WHEREAS, the following mobile home were located at 1603 10th St Lot #8, Nevada, Iowa, also known as Homeacres Mobile Home Park, Story County, Iowa; and,

WHEREAS, said mobile home was removed without our knowledge; and junked; and,

WHEREAS, said mobile home has an outstanding private tax sale certificate, and,

WHEREAS, said tax sale certificate has been surrendered, and will be cancelled; and,

WHEREAS, Section 435.25 of the Code of Iowa, states that when it is administratively impractical to pursue tax collection through the remedies of this section, all taxes, regular and special, interest, and costs shall be abated by resolution of the county board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said mobile home;

NOW, THEREFORE BE IT RESOLVED, that all delinquent taxes on the following mobile home are hereby abated. The county treasurer is directed to strike from the tax book the delinquent taxes that are in reference to said mobile home:

Brenda Valladares Gonzales VIN:10728 Title: #85AC66338 Amount: \$218.00

APPROVED this 21st, day of February, 2023

Attest: 
County Auditor


Chairperson, Board of Supervisors

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 BOARD Yea 3 Nay 0 Absent 0


CHAIRPERSON Above tabulation made by 



1. **Introduction.** EGI and Agency have entered into a Services Agreement (the "Agreement") for an Investigative Processing Service. These General Terms & Conditions are incorporated into the Agreement to address certain third-party matters and other particulars regarding use of the Investigative Processing Service (the "Product"). Defined terms denoted by their initial capitalization shall have the meanings assigned them in the Agreement unless defined herein to the contrary.

2. **Product Use.**

2.1 EGI shall (i) provide Agency with access to and use of Product in accordance with EGI's most current documentation and manuals for that Product (collectively, "Specifications"); (ii) provide Agency with standard reporting, if any, associated with Product usage; and (iii) provide each Product in accordance with all laws and rules applicable to EGI as a provider of those Products. EGI may modify Products from time to time so long as those changes do not prevent EGI from meeting its obligations to Agency.

2.2 Agency shall: (i) comply with all laws and rules associated with its use of a Product, including those that relate to error resolution, and shall comply in full at all times with all payment card rules and regulations, including but not limited to all cardholder and customer data security and storage requirements which, for Visa, MasterCard and American Express, can be found at:

<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

<http://www.mastercard.com/us/merchant/support/rules.html>

https://icm.aexp-static.com/content/dam/qms/en_us/optblue/us-moq.pdf

(ii) provide any information, data or documents necessary for EGI to provide a Product (collectively, "Data") in accordance with the corresponding Specifications; (iii) not attempt to gain unauthorized access to any system or network operated by, or on behalf of, EGI; (iv) utilize and access each Product solely in accordance with the Agreement and Specifications; (v) use each Product solely for its own internal business purposes; (vi) take such measures that EGI deems reasonably necessary to prepare for proper use of a Product; (vii) cooperate and assist in the identification of any unauthorized use of a Product and the detection of security violations; and (viii) be solely responsible for the consequences of, reimburse EGI for all costs, losses and damages associated with, and resolve at its own expense, any unauthorized use of a Product or security violations committed by Agency.

2.3 Should Agency fail to pay any amounts due in a timely manner, EGI may terminate access to the Products until Agency pays any balance owing in full, and Agency releases EGI and its employees, agents, and contractors from any and all liability resulting from any cessation of services as a result of failure to pay in a timely manner as provided in this paragraph.

3. **Data Transmission, Security and Contingency Planning.**

3.1 Agency shall be solely responsible for the transmission of Data at its own expense, and shall bear any risk of loss resulting from such transmission. In the case of electronic transmission, Data will not be deemed received until receipt is actually confirmed by EGI. If Agency directs EGI to provide Data to a third party, regardless of whether Agency provides EGI with written authorization to do so, shall bear all risk of loss and liability associated with such transmission or access. In addition, Agency shall defend, hold harmless, and indemnify (to the extent permitted by law) EGI from any claims resulting from the third party's access or use of the Data.

3.2 Agency acknowledges the inherent risks associated with conducting business over a public medium like telephone lines, wireless networks and the internet. EGI will use reasonable commercial efforts to protect the security of Data transmitted by Agency, but does not guarantee the ultimate security of that Data.

4. **Limited Warranty.** Each party represents and warrants that it has the corporate authority to enter into and perform under the Agreement, without violation of any of its obligations to third parties. EGI warrants to Agency that it will provide the Products in accordance with this Agreement and the Specifications. In the event that there is a material failure of any Product to substantially comply with EGI's most current and applicable Specifications for that Product ("Defect") EGI may either: (i) repair or replace the Product so that it conforms to the corresponding Specifications; or (ii) terminate the Agreement and refund any pre-paid fees pertaining to that Product for the time period following the Defect. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, EGI DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES ON THE EGI PRODUCT AND ANY OTHER SERVICES FURNISHED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Agency is fully responsible, and EGI will have no liability or responsibility hereunder, for claims beyond EGI's above warranty obligation to Agency or any payment fraud or other risk decisions made by Agency.

5. **Disclaimer.** Agency has independently verified that all Products purchased satisfy its needs and requirements. Use of any Product presents risk of errors, omissions, delays and losses, including the inadvertent loss or misstatement of Data. Agency is solely responsible for all results achieved through use of the Products. Agency shall also be solely responsible for ensuring that its employees and other representatives comply with all rules and procedures set forth in any training manual or other document, guide or literature available from EGI, including those that pertain to participation in an electronic funds network or card association.

6. **Third Party Services.** As an accommodation to Agency, EGI may permit access to or interconnection with a product or service provided by a third party (each, a "Third Party Service"). Third Party Services are not provided by EGI, and Agency may be required to enter into independent agreements for those products directly with the third party provider. As a result, Agency releases and forever discharges EGI from any liability whatsoever associated with, or arising out of, any Third Party Service. EGI may: (i) bill Agency for use of a Third Party Service; and/or (ii) collect amounts owed in connection with a Third Party Service.

7. **Confidentiality and Privacy.** To the extent permitted by law, each party shall treat information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential. EGI designates the Products and all information and documentation relating to any Product, together with the financial terms of the Agreement, as its Confidential Information. Agency designates its nonpublic personal information (NPI) as confidential. Each party shall: (i) restrict disclosure of the other party's Confidential Information to employees and agents solely on a "need to know" basis in order to perform obligations and/or exercise rights under the Agreement; (ii) advise its employees and agents of their confidentiality obligations; (iii) use the same degree of care to protect the other party's Confidential Information as it uses to safeguard its own Confidential Information of similar import; and (iv) notify the other party of any unauthorized possession or use of its Confidential Information as soon as possible upon receiving notice of same. Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information that: (a) was previously known; (b) is a matter of public knowledge; (c) was or is independently developed; (d) is released for disclosure with written consent; or (e) is received from a third party to whom the information was disclosed without restriction. Disclosure of Confidential Information shall not be precluded if the disclosure is: (1) required by law; or (2) is in response to a valid order of a U.S. court or other governmental body, provided the receiving party gives written notice to the providing party and allows the providing party a reasonable opportunity to obtain a protective order requiring the information to be used only for the purpose set forth in the original order. EGI may use the information it receives from Agency relating to transactions for any of its products or services so

long as it complies with its obligations as a third party service provider with respect to NPI under the Gramm-Leach-Bliley Act (Pub. L. 106-102). Upon termination of the Agreement for any reason: (x) Agency shall either return or destroy all of EGI's Confidential Information relating to the corresponding Product; and (y) EGI shall destroy any Agency Confidential Information received as a consequence of the Product unless, prior to such termination, Agency furnishes EGI with written instructions for the disposition of such items and pays any associated fees.

8. **Specifically Removed.**

9. **Relationship.** EGI is an independent contractor. Neither EGI nor any of its representatives are employees, partners or joint ventures of Agency. EGI has the sole obligation to supervise, manage, contract and direct the performance of its obligations under the Agreement. EGI reserves the right to determine who will be assigned to perform its obligations, and to make replacements or reassignments as it deems appropriate.

10. **Intellectual Property.** Agency is not acquiring any copyright, trade secret, patent or other intellectual property right in the Products, or in any related data, software, design, code, program or other item provided or owned by EGI, and EGI shall own all such rights exclusively. Agency shall not alter, obscure or revise any proprietary, restrictive, trademark or copyright notice included with, or affixed or displayed by a Product. EGI will retain all intellectual property rights relating to the Products and Specifications, including all improvements, modifications, translations and derivative works thereof ("EGI IP"). Agency shall use the Products only for their intended purposes for its internal business purposes.

11. **Mutual Indemnification.** To the extent allowed by law, each party hereto shall indemnify, hold harmless and defend, to the extent legally permissible, the other and its officers, employees, directors and shareholders, in their individual capacities or otherwise, from and against any and all claims, costs, or allegations ("Losses") associated with third party claims arising out of: (i) its acts or omissions; (ii) its use of Products or Third Party Services; (iii) inaccurate or incomplete Data; (iv) its failure to comply with applicable laws, regulations, or rules; (v) its failure to comply with the terms of any Third Party Service agreement; (vi) any claim of infringement of intellectual property rights against it; (viii) any action that is asserted against it relating to a violation of any provision of the Bank Secrecy Act (BSA) regarding disclosure of private information, and (vii) any other third party claims, actions or suits against it. Nothing herein shall be construed to require either party to indemnify the other from that party's own negligence.

12. **Limitation of Liability.** Under no circumstances shall EGI be liable for any Losses that are not brought to its attention by Agency in writing within thirty (30) days of the earlier of: (i) the date of actual discovery; or (ii) the date they should have been discovered through the exercise of reasonable diligence. No claim arising out of the Agreement may be asserted by Agency more than one (1) year following the date it was discovered or should have been discovered through the exercise of reasonable diligence. EGI's total liability is limited in all cases, in the aggregate, to the amount of fees actually paid by Agency and retained by EGI for the corresponding Product during the three (3) months preceding the first such claim. EGI shall not be liable for any indirect, incidental, consequential, special, delay or punitive damages whatsoever (including any damages for loss of business profits, business interruption, loss of information or other pecuniary loss) arising out of the Agreement, even if EGI was advised of the possibility of such damage.

13. **Termination and Additional Remedies.**

13.1 Either party may terminate the Agreement on thirty (30) days advance written notice if the other party fails to cure a material breach within thirty (30) days of receiving written notice to do so. EGI may also terminate this Agreement if in EGI's reasonable belief: (i) Agency fails

to utilize the Product in a lawful manner; (ii) Agency uses the Product for a purpose or in any fashion that is inconsistent with the express provisions of the Agreement; or (iii) in the event sufficient funds are not budgeted and appropriated by Agency.

13.2 Due to the likelihood of irreparable injury, each party shall be entitled to an injunction prohibiting any breach of the confidentiality and intellectual property obligations of the Agreement by the other party without requirement of posting of bond.

14. **Miscellaneous.**

14.1 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14.2 Agency submits to the jurisdiction of, and the Agreement shall be governed by the State and federal laws applicable in Iowa. Venue for any action, claim or controversy arising out of the Agreement shall be in a state court of competent jurisdiction over Story County, Iowa. The prevailing party in any such action shall be entitled to its reasonable attorney's fees, costs and expenses.

14.3 Neither party shall have waived its rights under the Agreement absent a specific writing to that effect signed by the party to be charged. No waiver of a breach shall constitute a waiver of any prior or subsequent breach.

14.4 EGI shall not be liable for any loss, damage or failure due to causes beyond its control, including nuclear detonations, strikes, riots, earthquakes, epidemics, terrorist actions, wars, fires, floods, weather, power failure, telecommunications interruption, the failure or closure of a financial institution, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by EGI.

14.5 If there is a conflict between the Agreement and any present or future law, the part of the Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

14.6 All notices given in connection with the Agreement must be in writing and shall be deemed received forty-eight (48) hours after deposit in the mail, postage prepaid, or if given by other means, upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth in the Agreement, or, in the alternative, in the case of notices to Agency, the same address as invoices.

14.7 All fees, expenses and other amounts charged under the Agreement are stated and invoiced net of applicable taxes and similar charges. Agency shall be solely responsible for any taxes or similar charges arising out of the Agreement, excluding EGI's income taxes. Agency shall also be solely responsible for assessing and remitting payment of such items to the appropriate authorities. If EGI is ever required by law to collect a tax or similar charge from Agency, or if Agency is ever required by law to withhold such an amount from any payment due to EGI, the invoice shall be grossed-up as necessary to net EGI the original fee, expense or other amount, and Agency shall pay the grossed-up amount within the time prescribed for the payment of fees.

14.8 Agency shall pay EGI a late fee equal to the lesser of one and one-half percent (1½%) per month or the maximum allowed by law, for any amount remaining unpaid for more than ten (10) days after becoming due. EGI shall have the right to utilize any amounts owed to Agency to pay or reimburse EGI for any amounts owed by Agency

14.9 Except as otherwise indicated, the Agreement may only be modified by written agreement of the parties. Sections 4, 5, 7, 11 thru 14 shall survive any termination of the Agreement.

STORY COUNTY UTILITY PERMIT

Date 2-14-23

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 2074 242nd St, Marshalltown, IA 50158, 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 340th St.
From 71253 340th St. south under the road a
distance of 225 ft.

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 02/13/2023

Consumers Energy

Name of Company (Applicant - Permittee)



641-485-4064

by

Phone no.

Recommended for Approval:

Date 2-14-23



515-382-7355

County Engineer

Phone no.

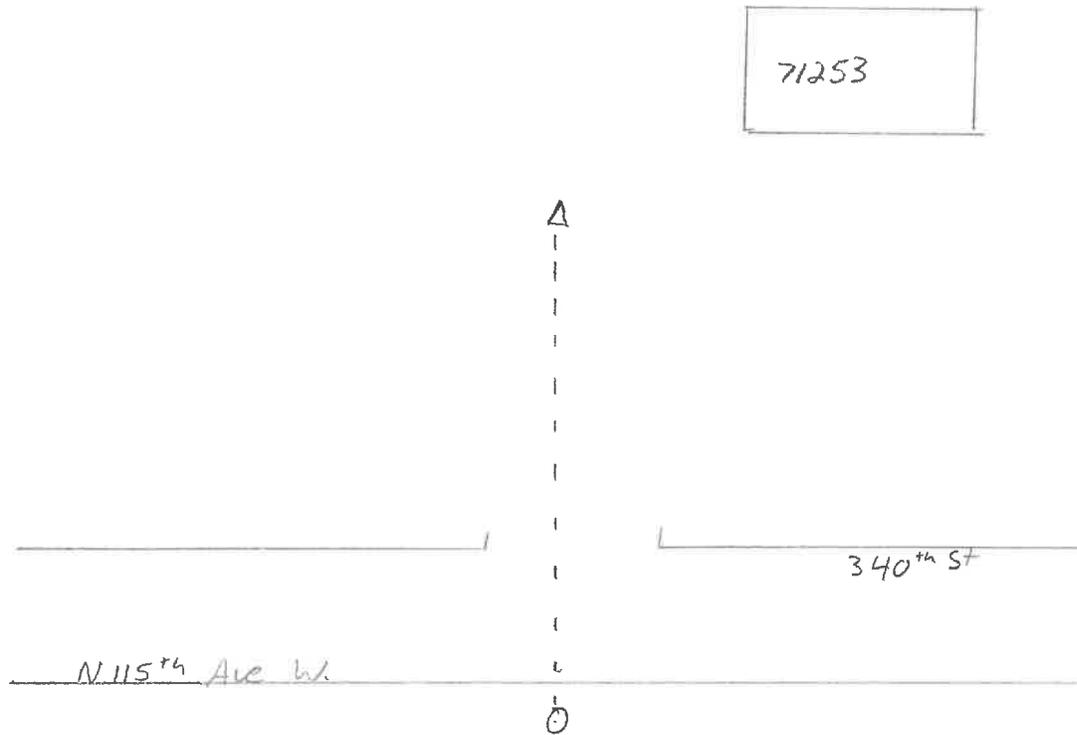
Approved:

Date 2.21.23



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.



Bore under the roadbed and ditch a minimum of 4 foot and install 2 inch Duct containing 7200 volt electric cable for a service upgrade and remove the overhead electric.

STORY COUNTY UTILITY PERMIT

Date 2-15-23

To the Board of Supervisors, Story County, Iowa:

The Interstate Power & Light Company (Alliant Energy) Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at , 1284 XE Place Ames, IA 50014, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of secondary cable in conduit on secondary route 610th Ave, from the west side of 610th Ave to the east side of 610th Ave, a distance of .01136 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:

We're proposing to set a 3 phase pad mount transformer on the west side of 610th Ave, a minimum of 10' away from fence, and it will set approximately 5' north from existing transmission pole. Flint Hill Resources will bore in 4" conduit under from the east side of 610th Ave to the west side of 610th Ave to the new pad mount transformer. Alliant Energy will pull in 4/0 quad underground cable for the new service.

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.

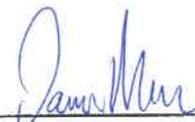
Date 02-13-2023

Interstate Power and Light Company (Alliant Energy)
Name of Company (Applicant - Permittee)

Blaine Tibben 515-268-3434
by Phone no.

Recommended for Approval:

Date 2-15-23

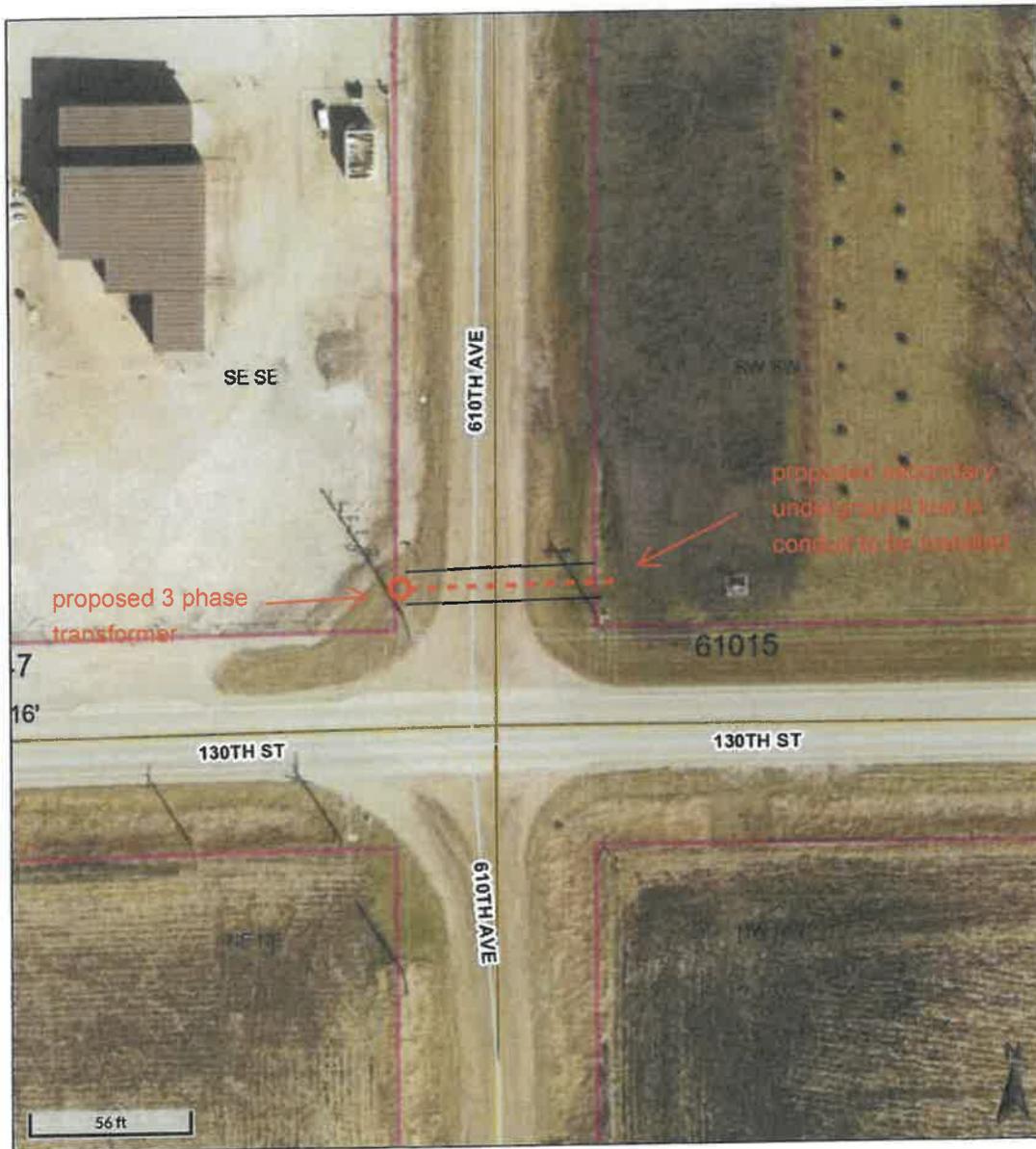

County Engineer 515-382-7355
Phone no.

Approved:

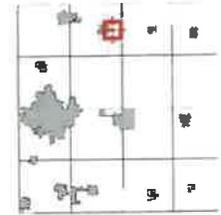
Date 2.21.23


Chair, Board of Supervisors
Story County, Iowa

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Overview



Legend

-  Parcels
-  Lots
-  Right of Way
-  Townships
-  Corporate Limits
-  Road Centerlines

Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 2/13/2023
 Last Data Uploaded: 2/11/2023 12:04:19 AM

Developed by  Schneider
 GEOSPATIAL

1-09

Permit Number 23-6764

STORY COUNTY UTILITY PERMIT

Date 2/16/23

To the Board of Supervisors, Story County, Iowa:

The Windstream Iowa Communication, LLC Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 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 fiber cable on secondary route 560th Ave, from 29692 560th Ave to 29692 560th Ave, a distance of 95' ~~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 2/14/2023

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

Bryan Bogan 501-570-6992
by _____ Phone no.

Recommended for Approval:

Date 2-16-23

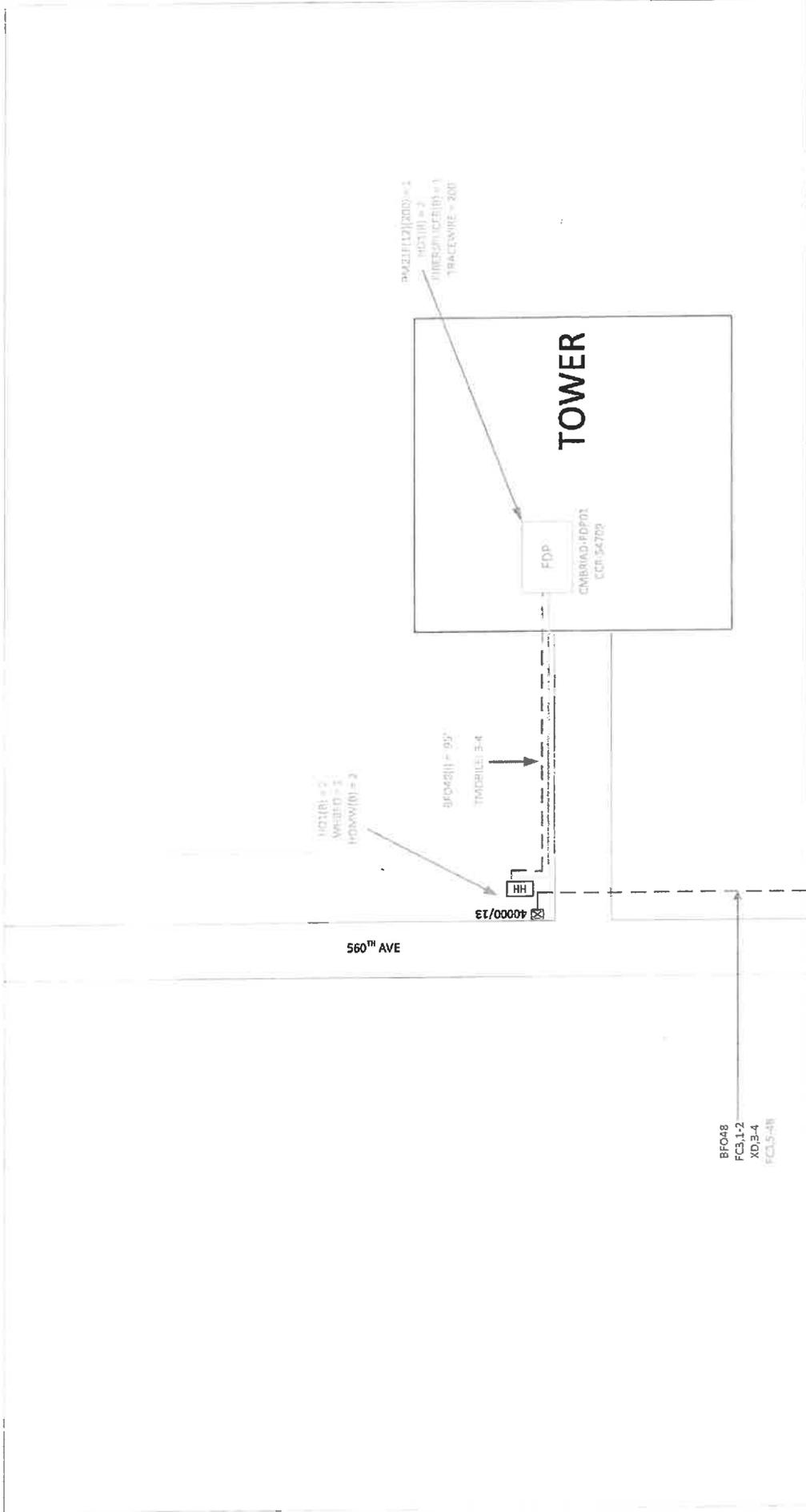

County Engineer 515-382-7355
Phone no.

Approved:

Date 2-21-23


Chair, Board of Supervisors
Story County, Iowa

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CALL ONE-CALL 1-800-292-9989
 48 HOURS PRIOR TO CONSTRUCTION
 EXCH NAME: CMBRIAXO DATE: 10/24/2022
 WO #: 71352908200032
 TITLE: CW22272217 - (PON DM01037A): 29692 560TH AVE CAMBRIDGE IA (T-MOBILE)
 DRWN: NICK COATNEY PHONE: 641-436-1364

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

**T-MOBILE TOWER
 29692 560TH AVE
 CAMBRIDGE IOWA**





CALL ONE-CALL 1-800-292-8989
 48 HOURS PRIOR TO CONSTRUCTION
 EXCH NAME: CMBRIAXO
 WO #: 71332908200032
 DATE: 10/24/2022


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

T-MOBILE TOWER
29692 560TH AVE
CAMBRIDGE IOWA



TITLE: CW22727217 - (PON DMD03037A): 29692 560TH AVE CAMBRIDGE IA (T-MOBILE)
 DRAWN: NICK COATNEY
 PHONE: 641-436-1364