

The Board of Supervisors met on 5/2/23 at 10:00 a.m. in the Story County Administration Building. Linda Murken and Lisa Heddens, with Murken presiding. Latifah Faisal absent. (all audio of meetings available at storycountyiowa.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

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

**PROCLAMATION RECOGNIZING MAY 2023 AS MENTAL HEALTH AWARENESS MONTH IN STORY COUNTY:** The Board read the proclamation in full. Heddens moved, Murken seconded the approval of the Proclamation recognizing May 2023 as Mental Health Awareness Month in Story County. Roll call vote. (MCU) Heddens stated a mental health panel discussion is being held at the Ames Public Library tonight; it will be live streamed.

**PROCLAMATION RECOGNIZING MAY 2023 AS ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH IN STORY COUNTY:** The Board read the proclamation in full. Murken moved, Heddens seconded the approval of the Proclamation recognizing May 2023 as Asian American and Pacific Islander Heritage Month in Story County. Roll call vote. (MCU)

**MID-IOWA COMMUNITY ACTION (MICA) ANNUAL REPORT:** Allison Wilson, Family Director, reported on mission, programs, donation, and usage. Heddens disclosed she is the Chair of MICA. Jodie Linse reported on food pantry deliveries for smaller communities.

**MINUTES:** 4/25/23 Minutes – Heddens moved, Murken seconded approving 4/25/23 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 5/3/23, in a) Animal Control for Alexis Gill @ \$18.29/hr. Heddens moved, Murken seconded approving Personnel Actions as listed.

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

1. Purchase Order for new truck for the Engineer's Office, budgeted in FY24, from O'Halloran International for \$143,755.00
2. Agreement between Story County and Polk County for HMA Resurfacing Project of NW 166<sup>th</sup> Avenue (340<sup>th</sup> Street)
3. Purchase of two 2023 F150 Super Crew pickup trucks for the Sheriff's Office from Stivers Ford for \$96,956.00
4. Resolution #23-85, Setting Date and Time for a Public Hearing on 5/9/23 for Consideration of Resolution #23-86, Vacating a Utility Easement on Parcel "A" of Lot 4 and part of Lot 5 and Parcel "B" of Lot 5 in Matthew's Summit Subdivision
5. Resolution #23-88, Setting Date and Time for a Public Hearing on 5/9/23 for Consideration of Ordinance No. 311, Amending Chapter 85, General Provisions and Definitions, and Chapter 86, District Requirements, of the Story County Code of Ordinances – Land Development Regulations Amending and Establishing Setback Requirements for Hazardous Liquid Pipelines
6. Resolution #23-90, affirming the Story County Board of Supervisors' support to amend the 28E Agreement to change the name of the organization from the Squaw Creek Watershed Management Authority to the Ioway Creek Watershed Management Authority and allow Hamilton County to join this 28E Agreement
7. Road Closure Resolution: #23-42
8. Utility Permit: #23-6933
9. Resolution #23-89, Setting Date and Time for a Public Hearing on 5/9/23 for Ordinance No. 310, Amending Chapter 85.08, Definitions, Chapter 86, District Requirements, Chapter 87, Land Division Requirements, and Chapter 88, General Site Planning Standards, of the Story County Land Development Regulations of the Story County Code of Ordinances

Roll call vote. (MCU)

**APPROVAL OF PLANS AND BID SPECIFICATIONS FOR THE PERMANENT COUNTER BARRIER PROJECT:** Joby Brogden, Facilities Management Director, reported on re-evaluating specifications, cost estimate, and additional items; the project is ready for bid. He requested direction about the front desk and adding it to specifications. Murken stated to add to the bid as an additional item. Murken opened the public hearing at 10:21 a.m. and, hearing none, she closed the public hearing at 10:21 a.m. Heddens moved, Murken seconded the approval of Plans and Bid Specifications for the Permanent Counter Barrier Project. Roll call vote. (MCU)

**TEMPORARY CLOSING THE HUMAN SERVICES CENTER TO THE PUBLIC FOR CONCRETE REPAIRS, EFFECTIVE 5/8-5/12/23:** Joby Brogden, Facilities Management Director, reported the budgeted work is taking place in public areas and is not safe for the public during the specified time period. Clients with appointments can be brought into the building via other entrances. Foot traffic can resume on 5/14/23. There will be public notice as well as signage in the parking area. Discussion took place. Heddens moved, Murken seconded the approval of temporary closing the Human Services Center to the public for concrete repairs, effective 5/8-5/12/23. Roll call vote. (MCU)

**SOLAR POWER AND SERVICES AGREEMENT WITH RED LION RENEWABLES:** Michael Cox, Conservation Director, reported on a solar array at Dakins Lake Park. The service agreement authorizes Red Lion Renewables to construct, own, and maintain the solar array. The array provide power to the park and be maintained by Red Lion Renewables for 20 years. The County maintains the option to purchase the array any time after year six. Cox stated if the County does not desire to purchase the array, at termination of the agreement or prior to, the contractor will remove the array and remediate the site upon contract termination. Cox stated Conservation Board recommends approval. Terry Dvorak, Red Lion Renewables, provided additional detail. Discussion took place. Heddens moved, Murken approval of Solar Power and Services Agreement with Red Lion Renewables. Roll call vote. (MCU)

**REQUEST FROM CITY OF COLLINS TO AMEND THE URBAN RENEWAL AREA PROJECT KNOWN AS THE CONSTRUCTION OF RETENTION AREA IN SOUTHEASTERN PART OF TOWN APPROVED BY THE BOARD OF SUPERVISORS IN 2019:** Leanne Harter, County Outreach and Special Project, reported this is a completed transaction. Brett Comegys, Mayor of Collins, reported on the original planned use of property. Subsequent engineering reports mean the land cannot be used for storm water mitigation as intended. He provided four options for use of the property. Discussion took place. Harter stated the County Attorney's Office will review; no decision is contemplated today. Additional discussion took place. Murken reiterated no action.

**ANIMAL CONTROL QUARTERLY REPORT:** Director Anna Henderson highlighted intakes, adoptions, calls for animal control service, current shelter populations, foster care, volunteer hours, staff education and donations received. **LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** The Board members reported on upcoming items. Heddens moved, Murken seconded to adjourn at 10:51 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Tentative Agenda  
Administration Building  
900 6th St., Nevada, IA  
5/2/23

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 the link below to join the webinar:

[HTTPS://US02WEB.ZOOM.US/J/81909605844?](https://us02web.zoom.us/j/81909605844?pwd=NFDNVVPRZHPJB0HMEWW5VFDTVVRTZZ09)

[PWD=NFDNVVPRZHPJB0HMEWW5VFDTVVRTZZ09](#)

Passcode: 117434

Or One tap mobile :

US: +13017158592,,81909605844#,,,,\*117434# or  
+13052241968,,81909605844#,,,,\*117434#

Or Telephone:

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

US: +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312  
626 6799 or +1 646 931 3860 or +1 929 205 6099 or +1 253 205 0468 or +1  
253 215 8782 or +1 346 248 7799 or +1 360 209 5623 or +1 386 347 5053 or  
+1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833  
or +1 689 278 1000 or +1 719 359 4580

Webinar ID: 819 0960 5844

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[HTTPS://US02WEB.ZOOM.US/U/KBJHQXM1SR](https://us02web.zoom.us/j/81909605844?pwd=NFDNVVPRZHPJB0HMEWW5VFDTVVRTZZ09)

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. Consideration Of Proclamation Recognizing May 2023 As Mental Health Awareness Month In Story County

Department Submitting Board of Supervisors

Documents:

MENTAL HEALTH AWARENESS MONTH.PDF

7. Consideration Of Proclamation Recognizing May 2023 As Asian American And Pacific Islander Heritage Month In Story County

Department Submitting Board of Supervisors

Documents:

ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH.PDF

8. AGENCY REPORTS:

I. Mid-Iowa Community Action Annual Report - Clarissa Thompson, CCAP, Executive Director

Department Submitting Auditor

Documents:

MICA.PDF

9. CONSIDERATION OF MINUTES:

I. 4/25/23 Minutes

Department Submitting Auditor

10. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 5/3/23, in a) Animal Control for Alexis Gill @ \$18.29/hr.

Department Submitting HR

11. 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 Purchase Order For New Budgeted Truck From O'Halloran International For \$143,755.00 (FY 24 Budget)

Department Submitting Engineer

Documents:

PO NEW TRUCK.PDF

II. Consideration Of Agreement Between Story County And Polk County For HMA Resurfacing Project Of NW 166th Avenue (340th St)

Department Submitting Engineer

Documents:

ARG POLK STORY CO.PDF

III. Consideration Of Purchase Of Two 2023 F150 Super Crew Pickups From Stivers Ford For \$96,956.00 (Budgeted)

Department Submitting Sheriff

Documents:

VEHICLE PURCHASE 2023.PDF

IV. Consideration Of Resolution #23-85, Setting Date And Time For A Public Hearing On May 9, 2023, For Consideration Of Resolution #23-86, Vacating A Utility Easement On Parcel A Of Lot 4 And Part Of Lot 5 And Parcel B Of Lot 5 In Matthew's Summit Subdivision

Department Submitting Planning and Development

Documents:

23 85.PDF

V. Consideration Of Resolution #23-88, Setting Date And Time For A Public Hearing For May 9, 2023, For Ordinance 311, Amending Chapter 85, General Provisions And Definitions, And Chapter 86, District Requirements, Of The Story County Code Of Ordinances – Land Development Regulations Amending And Establishing Setback Requirements For Hazardous Liquid Pipelines

Department Submitting Planning and Development

Documents:

23 88.PDF

VI. Consideration Of Resolution #23-90 Affirming Story County Board Of Supervisors Support To Amend The 28E Agreement To Change The Name Of The Organization From The "Squaw Creek Watershed Management Authority" To The "Ioway Creek Watershed Management Authority" And Allow Hamilton County To Join This 28E Agreement

Department Submitting Board of Supervisors

Documents:

RES2390.PDF

VII. Consideration Of Road Closure Resolution(S): #23-42

Department Submitting Engineer

Documents:

RC 23 42.PDF

VIII. Consideration Of Utility Permit(S): #23-6933

Department Submitting Engineer

Documents:

UT 23 6933.PDF

IX. Consideration Of Resolution #23-89, Setting Date And Time For A Public Hearing For May 9, 2023, For Ordinance 310, Amending Chapter 85.08, Definitions, Chapter 86, District Requirements, Chapter 87, Land Division Requirements, And Chapter 88, General Site Planning Standards, Of The Story County Land Development Regulations Of The Story County Code Of Ordinances

Department Submitting Planning and Development

Documents:

RESOLUTION 23 89 .PDF

12. PUBLIC HEARING ITEMS:

I. Public Hearing For The Approval Of Plans And Bid Specifications For The Permanent Counter Barrier Project - Joby Brogden

Department Submitting Facilities Management

Documents:

PERMANENT COUNTER BARRIERS.PDF

13. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Temporary Closing The Human Services Center To The Public For Concrete Repairs Effective 5/8-5/12/23- Joby Brogden

Department Submitting Facilities Management

Documents:

MEMO HSC TEMP CLOSURE.PDF

II. Discussion And Consideration Of Solar Power And Services Agreement With Red Lion Renewables - Michael Cox

Department Submitting Conservation

Documents:

RED LION AGREEMENT.PDF

III. Consideration Of Request From City Of Collins To Amend The Urban Renewal Area Project Known As The "Construction Of Retention Area In Southeastern Part Of Town" Approved By The Board Of Supervisors In 2019 - Brett Comegys

Department Submitting Board of Supervisors

Documents:

REPURPOSE OF PROPERTY REQUEST.PDF

14. DEPARTMENTAL REPORTS:

I. Animal Control Quarterly Report - Anna Henderson

Department Submitting Auditor

Documents:

AC.PDF

15. OTHER REPORTS:

16. UPCOMING AGENDA ITEMS:

17. 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.

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

19. 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  
5/2/23

NAME

Mike Cox  
JEFF HARRIS  
Brett Corns  
Anna Henderson  
Joby Brock  
Shelby Smith  
Sandra King  
Terry Drorak  
Terry Dvorak

AGENCY

Conservation  
DMH ARCHITECTS  
Collins, IA (City)  
Animal Control  
SCFM  
Collins  
BOS  
Red Lion Renaissance

**PROCLAMATION**  
***Asian American and Pacific Islander Heritage Month***

**May 2023**

**WHEREAS**, Asian American and Pacific Islander Heritage in the United States was celebrated beginning in 1978 and was made into a month-long event in 1992; and

**WHEREAS**, Asian American and Pacific Islander Heritage Month seeks to honor and recognize the contributions of residents from Asia, India and the Pacific Islands; and

**WHEREAS**, Native Hawaiians, Chinese, and Japanese were the first to migrate to the Pacific Northwest and were known for handling canoes and transporting goods, construction, and railroad expansion; and

**WHEREAS**, Generations of AAPI's of all backgrounds have been inspirational examples of leaders and trailblazers and have a longstanding history of making esteemed, significant, cultural, economic and community contributions across the United States

**WHEREAS**, AAPI's are one the fastest growing ethnic populations in the nation and a vast diversity of languages, religions, and cultural traditions of Asian Americans and Pacific Islanders is continuously fostered to strengthen the fabric of American society; and

**WHEREAS**, During this month we acknowledge the additional determination, hard work, and perseverance, AAPI must put forth to be heard and seen in the United States; and

**NOW, THEREFORE, BE IT RESOLVED THAT**, We, the Story County Board of Supervisors, do hereby proclaim May 2023 as Asian American and Pacific Islander Heritage Month in Story County and encourage everyone to observe, recognize, and celebrate the culture, heritage, and contributions of Asian American and Pacific Islanders to our country, our state, our cities, and our schools.

  
SIGNATURE \_\_\_\_\_ DATE 5/2/23

  
SIGNATURE \_\_\_\_\_ DATE 5/2/23

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SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**PROCLAMATION**  
***National Mental Health Awareness Month***

**May 2023**

**WHEREAS**, mental health is a part of overall health and one in five US adults experience a mental illness each year and 1 in 20 experience serious mental illness each year; and; and

**WHEREAS**, one in six U.S. youth aged six to seventeen experience a mental health disorder each year; and

**WHEREAS**, fifty percent of all lifetime mental illnesses begin by age fourteen and seventy-five percent by age twenty-four; and

**WHEREAS**, long delays often occur between initial appearance of symptoms and when individuals get help which means early identification and treatment can make a difference in successful management of mental illness recovery; and

**WHEREAS**, it is important to maintain mental health and learn the symptoms of mental illness in order to get help when it is needed: and

**WHEREAS**, every citizen and community can make a difference in helping to end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help and public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness.; and

**NOW, THEREFORE, BE IT RESOLVED THAT**, We, the Story County Board of Supervisors, do hereby proclaim May 2023 as National Mental Health Awareness Month in Story County and call upon our citizens, government agencies, public and private institutions, businesses and schools to recommit our county to increasing awareness and understanding of mental illness, and the need for appropriate and accessible services for all people with mental illnesses to promote recovery.

  
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**Story County Board of Supervisors Report**  
**Story County Family Development Center**  
**July 1, 2022 – March 31, 2023**

**Emergency Food (ASSET FUNDED)**

Individuals and families can shop in our choice pantry once per calendar month. Additionally, families can access food rescue (perishable items like bread, milk, eggs, sandwiches, etc.) on a daily basis if needed. Delivery services are available.

- 1,992 unduplicated individuals from 809 households were served.
  - 204 additional households (unduplicated) in previous database used from 7/1-9/30/22.
- 256 deliveries were made to households in Story County.
- 102,126 pounds of food received in donations.

**Energy & Water Assistance**

Eligible families receive a one-time credit towards their heating bill as well as winter moratorium protection on their accounts. Energy Crisis Assistance provides additional assistance beyond regular Low-Income Home Energy Assistance (LIHEAP). It includes energy crisis, furnace assistance and emergency cooling during the non-moratorium months (5/1-9/30). LIHWAP (Low-Income Home Water Assistance) helps families who are in danger of being disconnected from heat, electricity, or water utilities.

- 1,101 LIHEAP applications received and 1,005 households approved.
- 227 Energy crisis applications and 206 households approved.
- 199 Water crisis applications and 161 households approved.

**Family Development**

A strength-based approach to work alongside families to help reach their goals and connect to community resources. It is a partnership between the family and a trained family development specialist typically provided in the family's home in a one-on-one setting.

- Family Development and Self-Sufficiency (FaDSS) Program: 35 families served, 276 home visits.
- Early Childhood Family Development Programs (Early Head Start and Head Start): 41 children in classroom and home based services served from 29 families and 21 home visits completed.

**Early Childhood Programs (Early Head Start & Head Start)**

Early Head Start and Head Start is a comprehensive early childhood program that includes health services and screenings, nutrition education and social skills, supports parents, and promotes physical activity.

- **Head Start** is a center-based program that serves children ages 3 and 4 living in Story County. The classroom is located in Nevada: 19 children have been enrolled this program year.
- **Early Head Start** is a home-based program for families with children ages 0-3, and pregnant persons. The Infant Toddler Development Specialist (ITDS) meets weekly with families to provide support on developmentally appropriate activities with their child(ren): 23 children were served from 16 families received 224 home visits.

### **Women, Infants, Children (WIC)**

A supplemental nutrition program for women who are pregnant or just had a baby, infants and children. WIC provides nutrition assessment and nutrition education/counseling from nutrition experts, breastfeeding education and support, referrals to other resources and food benefits on an EBT card called eWIC.

- In FY22, 1820 individuals (infants, children ages 1-5 years, pregnant and postpartum people) received services.

### **1<sup>st</sup> Five**

The 1<sup>st</sup> Five program partners with local pediatric and family practice providers to enhance well-child visits for 0-5 year olds. It promotes developmental screening at well-child visits and has a referral system for children with identified developmental needs. Staff work with families to help them connect to early intervention services and other community resources to meet their family's needs.

- 93 referrals were provided.
- Speech and Hearing evaluations were the highest need, followed by overall developmental concerns, pediatric evaluation for behavior and/or development, mental health needs and social stressors.

### **Child and Adolescent Health**

The Child Health Program works in collaboration with our WIC clinic to ensure children are connected to a medical and dental home, are up to date on immunizations, receive their developmental screenings, periodic oral health screenings, fluoride varnish and education on healthy behaviors. The Child Health Nurse completes Caregiver Depression Screenings for parents to assess their mental health and provides connections to local resources.

- 356 children have been seen for Child Health in Story County.
- 255 children have received Oral Health Services (this includes oral health screenings done at local Head Starts).

### **I-Smile**

A program that provides routine dental screenings to oral health screenings, sealants and fluoride varnish to 3<sup>rd</sup> grade students at schools with 40% or higher free and reduced lunch rate at no cost.

- 20 students received services at Mitchell and Meeker Elementary.
- 55 sealants completed.

### **Child Care Nurse Consultant (CCNC)**

A Registered Nurse provides guidance, technical assistance and training to local child care providers to improve the health and safety of their early learning environment.

- 4 trainings completed for child care providers.
- 80 technical assistance calls and 50 site visits.

## **IMPACT STORY**

The onset of the COVID-19 pandemic created many challenges to our agency and how we provided services to families. We implemented food pantry delivery services as one response to those challenges. What initially was a response to an immediate need, has become a standard method of reaching food insecure individuals and families throughout Story County. We now are able to coordinate mass deliveries to different communities in the county, so our food



1001 S. 18<sup>th</sup> Ave  
Marshalltown, IA 50158

pantry is accessible to those with transportation barriers. Once such community is Collins, Iowa. Two of our volunteers travel there twice per month to bring food pantry and food rescue packages to residents. One family from Collins has shared how the deliveries have helped her. It also shows the impact of our services are shared within a community, helping us to reach more individuals.

“A friend of mine was receiving monthly food deliveries from MICA and I called to see if I could get added to the list. I added my household and I was even able to add my cousin. I have a disability so this is great help for me. They are able to come to the door, and drop off the groceries. With the high gas prices, this helps stretch my monthly income.” – MICA Food Pantry Client

# PURCHASE ORDER FOR NEW OR USED COMMERCIAL VEHICLES



Vehicles To Be Titled As Follows:

NAME Story County  
 CONTACT \_\_\_\_\_  
 PURCHASERS \_\_\_\_\_  
 PHONE \_\_\_\_\_  
 CELL PHONE \_\_\_\_\_  
 EMAIL \_\_\_\_\_  
 ADDRESS 837 N Ave  
 CITY Nevada  
 STATE / ZIP IA/50201  
 COUNTY \_\_\_\_\_

**OHI-Des Moines**  
 3311 Adventureland Dr.  
 Altoona, IA 50009  
 800-800-6503

**OHI-Cherokee**  
 1324 S. 2<sup>nd</sup> St.  
 Cherokee, IA 51012  
 712-225-2553

**OHI-Carroll**  
 21064 - 180<sup>th</sup> St.  
 Carroll, IA 51404  
 877-875-9907

**OHI-Fort Dodge**  
 1515 3<sup>rd</sup> Ave. N.W.  
 Fort Dodge, IA 50501  
 800-293-6524

The Seller, O'Halloran, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and O'Halloran, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle(s).  
**CAUTION: This agreement consists of two pages. See Reverse Side for additional provisions.**

QTY	YEAR	NEW USED	MAKE	MODEL	MILEAGE	VIN SERIAL NUMBER	BODY TYPE	STOCK NO.	PRICE
1	2025	N	Intl	LT625 6x4		Factory Order			\$143,755.00

Delivery of this equipment to be made at \_\_\_\_\_ on or about \_\_\_\_\_ 20\_\_\_\_

Per previous discussions the price of the chassis is subject to change once the 2024 emission charge is provided by the engine manufacturers. Pricing includes 13 speed transmission.

### TRADE-INS

MAKE	None	
YEAR-MODEL		
ODOMETER READING		
SERIAL NUMBER		
BODY TYPE		
ALLOWANCE		
AMT. OWING (IF ANY)		
NET ALLOWANCE		
OWED TO NAME:		
ADDRESS CITY-STATE		

PRICE DELV'D EQUIPPED	
Processing Fee	
VEHICLE PURCHASE PRICE	\$143,755.00
FEDERAL EXCISE TAX	N/A
Less trade-in allowance	
Trade difference	\$143,755.00
Sales Tax	Customer
License, Title, and Misc. Fees	Customer
<b>TOTAL CASH PRICE</b>	<b>\$143,755.00</b>
Cash down with order	
Cash due on delivery	
UNPAID BAL CASH PRICE	

### DISCLAIMER OF WARRANTY

IF THERE IS A MANUFACTURER'S WARRANTY ON THE VEHICLE YOU ARE BUYING, THE DEALER IS NOT A PARTY TO IT AND IT IS NOT A PART OF THIS CONTRACT. THE MANUFACTURER'S WARRANTY IS BETWEEN YOU AND THE MANUFACTURER. AS FAR AS THE DEALER IS CONCERNED, YOU UNDERSTAND THAT THE VEHICLE IS SOLD "AS IS" WITH ALL FAULTS AND THAT WE MAKE NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY THAT THE VEHICLE IS FIT FOR ANY PARTICULAR PURPOSE.

**You understand that this agreement (including the terms on the back) is an offer to purchase the vehicle described which will become a binding contract once the dealer has signed it. This document represents the complete agreement between you and the dealer regardless of any other oral, written or prior agreements or representations.**

Iowa law requires us to give you the following notice: **You understand that liability insurance coverage which would protect you under the Iowa Motor Vehicle Financial and Safety Responsibility Act IS NOT INCLUDED in your purchase of this motor vehicle.** By signing this contract, you are certifying that you are at least 18 years old (if there are two buyers, that at least one of you is 18 years old), that you have read this contract, front and back, and agree to its terms, and that you have received a copy of it.

Accepted by O'Halloran \_\_\_\_\_ Date \_\_\_\_\_

*Andaher* 5/2/23  
 Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Order Taken By \_\_\_\_\_

Cosigner's Signature \_\_\_\_\_ Date \_\_\_\_\_

# PURCHASE ORDER FOR NEW OR USED COMMERCIAL VEHICLES

## Contract Terms and Conditions

In this contract the words "we," "us" and "our" refer to the dealer-seller. The words "you" and "your" refer to the buyer and co-buyer, if any.

- Cash Sale.** You agree to buy the vehicle described on the front of this document for cash. This is not a credit sale and this document is not a credit document. If you obtain financing to purchase the vehicle, you will be required to sign documents which comply with applicable federal and state laws. If you obtain financing to purchase the vehicle, there will be a fee for filing the lien on the title. This fee may be paid either to the dealer or to the lending institution from which you obtain financing.
- Warranty Disclaimer.** If there is a manufacturer's warranty on the vehicle you are buying, we are not a party to it, and it is not a part of this contract. The manufacturer's warranty is between you and the manufacturer. As far as the dealer is concerned, **you understand that the vehicle is sold "as is" with all faults and that we make no warranty of merchantability and no warranty that the vehicle is fit for any particular purpose**, unless we provided you with a written warranty or service contract within 90 days of this contract. If we do so, any implied warranty will last only as long as the limited written warranty. This provision does not affect any warranties which may be provided by the vehicle manufacturer.

**NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY.** Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers warranties delivered to You with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

**USED PRODUCTS – NO WARRANTIES.** All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by us, provided that Products are sold by dealer as "Certified Pre-Owned" are subject to express written terms and conditions of our certified pre-owned program. EXCEPT FOR ANY MANUFACTURER' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

- Manufacturer's Price Revision on New Vehicle.** If you are buying a new vehicle which we do not have in stock at the time you order it and if the manufacturer changes our price of the vehicle model or body type you ordered between the time we signed this contract and the time we delivered the vehicle to you, we have the right to change the price to you. However, if you do not agree to the changed price, you may cancel this contract. If you cancel the contract, we will return your trade-in to you if it has not already been sold so long as you pay for the cost of reasonable repairs and storage fees. If we have sold your trade-in, we will pay you the amount we received for the trade-in less a selling commission of 15% and any expenses which we incurred in reconditioning, repairing, insuring, storing, and selling the vehicle.
- Manufacturer's Change of the Model and body Type of New Vehicle.** If you are buying a new vehicle and if the manufacturer changes (or discontinues) the model, design, chassis, accessories, body type or parts of the vehicle which you ordered, we will have no obligation to make the same or similar change to the vehicle you ordered either before or after we deliver the vehicle to you.
- Buyer's Warranty of Title or Trade-in.** If you traded another vehicle as part of the price of the vehicle purchased, you promise that the trade-in is your property free and clear of any liens or encumbrances except as noted on the front of this contract and that all taxes and registration fees are currently paid. If we are put to any expense with respect to unpaid taxes or registration fees, you will reimburse us for those expenses and our reasonable cost for paying those expenses upon demand. If we find out that you made any misrepresentation about the trade-in, then you will pay us three times our actual damages as a result of the misrepresentation, plus our costs of collection and attorney's fees.
- Amount Due on Trade-in.** The "Trade-In Balance Owed" on the front of this contract was provided by your lienholder. If the balance is incorrect due to the fault of the lienholder, the error will be treated as a mutual mistake of fact. In other words, if you owe more money on your trade-in, you will pay us the difference, or you can rescind the contract by returning the vehicle. If you owe less, we will pay (credit) you.
- Reappraisal of Trade-in.** If you do not deliver the trade-in to us until the purchased vehicle is delivered to you, then we may reappraise the trade-in at the time that you deliver it to us and the new appraisal will determine the allowance to be made on the vehicle purchased. If the reappraisal is lower than the original appraisal, you may cancel this contract provided you do so before you obtain delivery of the purchased vehicle and surrender the trade-in.
- Your Failure or Refusal to Accept Delivery.** If you refuse or fail to accept delivery of the purchased vehicle, we may keep your cash deposit as liquidated damages. If you had a trade-in, we may sell the trade-in and keep any part of the selling price which we need to reimburse us for losses which we incurred because you did not take delivery.
- Failure or Delay of Delivery.** We are not liable for failure to deliver or delay in delivery of the purchased vehicle if the failure or delay is due, in whole or in part, to any cause beyond our control or without our fault or negligence, including delays by the manufacturer. We are not liable to you for any consequential damages, damages to property, damage for loss of use, loss of time, loss of profits, or income or any other incidental damages arising out of the sale or use of the purchased vehicle(s).
- Liability for Taxes.** The price for the Product(s) specified on the front of this Order includes reimbursement to us for federal excise taxes paid but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. You assume and agree to pay, unless prohibited by law any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.
- Risk of Loss; Insurance.** You shall assume all risk of loss relating to the Product(s) at the time you receive possession of the Product(s), or at the time you receive title to the Product(s) if title is conveyed before you receive possession. You shall obtain insurance for the Product(s) that will be in effect at the time you take possession of the Product(s), or at the time you receive title to the Product(s) if title is conveyed before you receive possession. We shall have no responsibility or liability related to the Product(s) after you receive either possession or title to the Product(s).
- Limitation of Damages.** You agree that in the event of any Action brought by you against us, you shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time or any punitive damages.
- Dealer's Remedies.** If you fail to perform all of the terms and conditions of this contract, we may exercise any right or remedy granted by law as well as the other remedies described in this contract.
- Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which we are located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action, or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which dealer is located. You have one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against us.
- Additional Documents.** You agree to sign any other documents which are required to transfer title to the trade-in vehicle or the purchased vehicle, including odometer statements and powers of attorney.
- Attorney's Fees.** If you default on this contract, you will pay us our costs and attorneys' fees and late charges in addition to our damages.
- Fees and Expenses of Actions.** In any Action, whether initiated by us or you, where you have a right, pursuant to statute, common law or otherwise to recover reasonable attorney's fees and costs in the event it prevails, you agree that we shall have the same right to recover reasonable attorney's fees and costs incurred in connection with the Action in the event we prevail.
- All equipment, accessories and tires affixed to the trade-in(s) at the time of appraisal must remain with the trade-in(s) unless specified in the agreement to the contrary.
- This agreement shall not become binding on us unless and until the finance institution has approved all terms of this contract including any time periods, if any.

Recommended for approval by:

 4-24-23

Darren R. Moon, P.E.

Date

Mailing Address  
P.O. Box 1804  
Des Moines, IA 50306  
(515) 967-3300

Customer Initials



**AGREEMENT FOR COOPERATIVE PUBLIC SERVICE**

**BETWEEN**

**POLK COUNTY, IOWA**

**AND**

**STORY COUNTY, IOWA**

THIS AGREEMENT is entered into by and between Polk County, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "Polk County", and Story County, Iowa, hereinafter referred to as "Story County" for the 2023-24 Local HMA Resurfacing Project, hereinafter referred to as "Project".

1. This Agreement shall consist of four (4) pages and Attachments A, B, C, D and E which shall be considered a part of this Agreement.
2. This Agreement shall become effective upon its execution by the parties, and shall remain in effect until the duties of the parties are completed to the satisfaction of all parties.
3. The purpose of this Agreement is listed in Attachment A.
4. The duties of Polk County are listed in Attachment B.
5. The duties of Story County are listed in Attachment C.
6. Attachment D is the estimated cost of the project.
7. Attachment E is a map of the project location.
8. Polk County shall be the lead agency for carrying out the terms of this agreement.
9. Polk County Public Works shall administer performance of this Agreement for Polk County.

10. Any party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty days prior to the effective date of termination. Notice shall be sent to the governing body of the other parties at their principal place of doing business by registered mail. The termination of this Agreement shall not relieve any party to this Agreement of any obligations or liability arising during the terms of the Agreement.
11. In the event of a breach by any entity of this Agreement, that breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
12. This is the entire Agreement between all parties and it may be amended only upon the agreement of all parties and only in writing.
13. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement.

**EXECUTION OF AGREEMENT**

**IN WITNESS THEREOF**, Polk County has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Polk County, Iowa  
Board of Supervisors

By: \_\_\_\_\_  
Chairperson

Attest \_\_\_\_\_  
Jamie Fitzgerald, Polk County Auditor

**EXECUTION OF AGREEMENT**

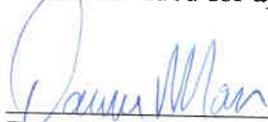
**IN WITNESS THEREOF**, the Story County has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the 2nd day of MAY 2023

Story County Iowa  
Board of Supervisors

by:   
vice-Chairperson

Attest 

Recommended for approval by:

 4-26-23  
Darren R. Moon, P.E. Date

## ATTACHMENT A

The purpose of this Agreement is to establish the terms and conditions between Polk County and Story County for the Project consisting of the following:

1. Project includes construction of a 2.25 inch Hot Mix Asphalt (HMA) resurfacing of NW 166th Avenue (340<sup>th</sup> Street) from NW 58<sup>th</sup> Street (500<sup>th</sup> Ave) to NW 44<sup>th</sup> Street (510<sup>th</sup> Avenue). This includes joint jurisdiction roadway from the east Sheldahl corporate limits to NW 44<sup>th</sup> St (510<sup>th</sup> Avenue). See attachment E for map of location.

## ATTACHMENT B

### Duties of Polk County

Polk County, through their Public Works Department, shall provide all planning, design, administration, engineering and inspection for the projects without reimbursement by Story County.

The labor, equipment, materials and traffic control required for construction of all the project improvements shall be completed by a third party contractor under contract with Polk County for the Project.

Upon completion of the project, Polk County shall prepare and forward a billing to the Story County for their share of the project costs. Final billing shall be based on actual quantities used at the contract unit prices.

## ATTACHMENT C

### Duties of Story County

Story County shall promptly upon receipt of the billing from the Polk County, make payment direct to Polk County's contractor for their share of the project. Work will be completed in 2023. Payment will be due upon completion of the work and receipt of the billing, but not before July 1, 2023.

ATTACHMENT D

Cost Estimate

1. HMA Resurfacing of NW 166<sup>th</sup> Avenue (340<sup>th</sup> Street)

<b>Entity</b>	<b>Share</b>	<b>Cost</b>
Story County	25%	\$59,396.66
Polk County	75%	\$178,189.99
Total		\$237,586.65

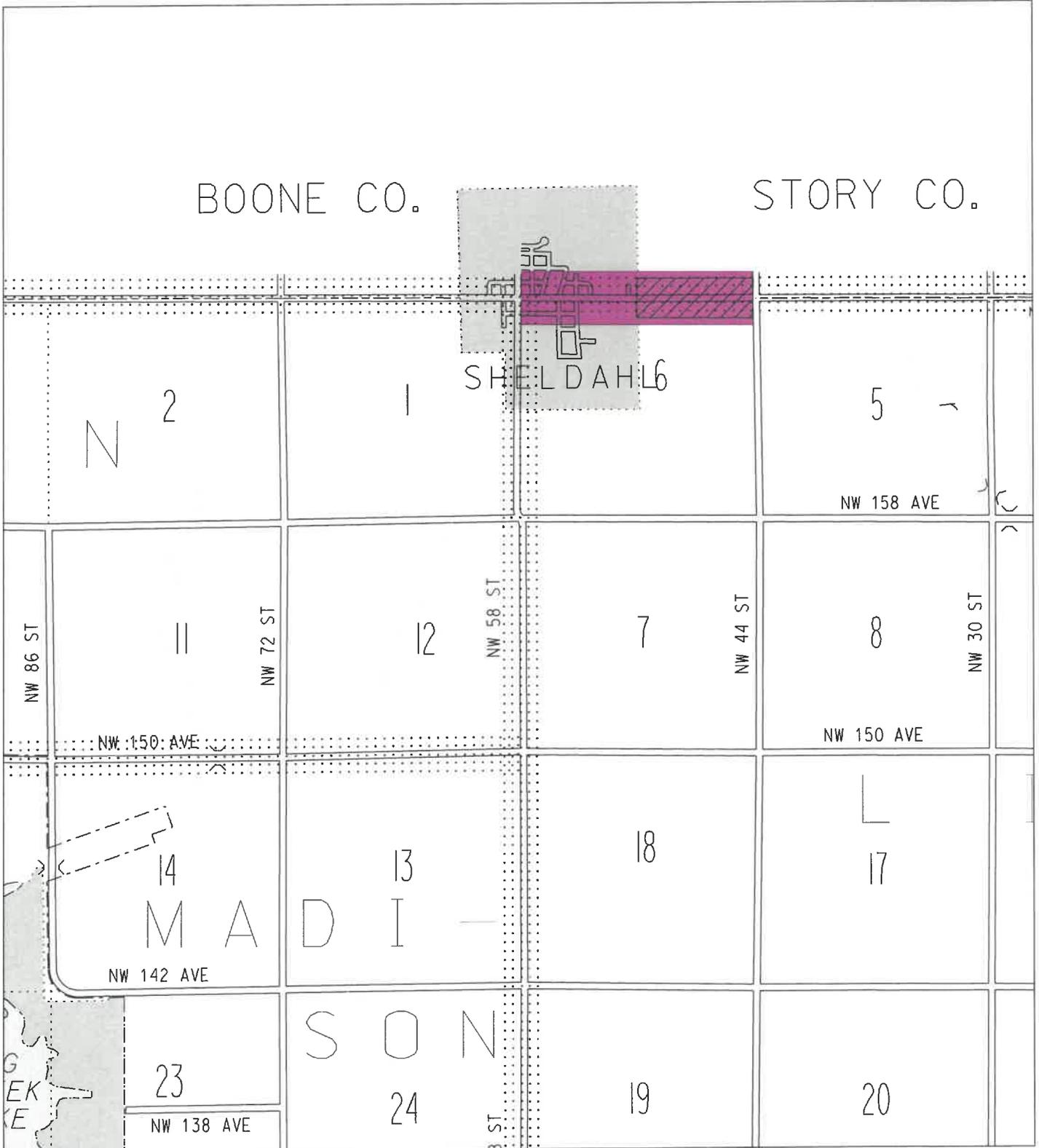
# ATTACHMENT "E"



PROPOSED LOCATION



TOTAL PROJECT AREA





**DO NOT WRITE IN THE SPACE ABOVE. RESERVED FOR RECORDER**

Prepared by Andrea Wagner Story County Planning & Development, 900 6<sup>th</sup> St., Nevada, Iowa 50201 515-382-7245  
Return to Planning & Development

**STORY COUNTY IOWA RESOLUTION OF THE BOARD OF  
SUPERVISORS  
RESOLUTION #23-85**

**SETTING DATE AND TIME FOR PUBLIC HEARING ON MAY 9th, 2023, FOR CONSIDERATION  
OF RESOLUTION #~~23-86~~ VACATING A UTILITY EASEMENT ON PARCEL A OF LOT 4 AND PART  
OF LOT 5 AND PARCEL B OF LOT 5 IN MATTHEW'S SUMMIT SUBDIVISION**

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

WHEREAS, the Section 87.10 (1) indicates the proprietors of lots within an official plat who wish to vacate any portion of the official plat shall file a petition for vacation with the Story County Board of Supervisors; and

WHEREAS, the Section further indicates the County shall follow the process outlined in Section 354.22 of the Code of Iowa, once a petition to vacate part of an official plat is received; and

WHEREAS, John Lauridsen, 3889 Stagecoach Road, has submitted a petition to vacate a utility easement located on Parcel A of Lot 4 and part of Lot 5 (Parcel #05-26-225-045, 3893 Stagecoach Road) and Parcel B of Lot 5 (Parcel #05-26-225-060, 3889 Stagecoach Road) in Matthew's Summit Subdivision and

WHEREAS, on October 25, 2011, the Matthew's Summit Subdivision Plat was approved by the Board of Supervisors showing the utility easement; and

WHEREAS, Section 354.22 of the Code of Iowa allows proprietors of lots within an official plat to request to vacate any portion of the official plat by resolution following a public hearing and recording of the resolution; and

WHEREAS, public notices were mailed April 20, 2023 to property owners within ¼ mile and the affected property owners and mortgagees located within 300 feet of the vacation area on March 29, 2023, and April 12, 2023, respectively;

AND WHEREAS, the Planning and Zoning Commission recommended the Board of Supervisors approve the vacation at their April 26, 2023, meeting (vote 6-0);

NOW, THEREFORE, BE IT RESOLVED that a public hearing on Resolution 23-86 vacating the utility easement on Parcel A of Lot 4 and part of Lot 5 and Parcel B of Lot 5 in Matthew's Summit Subdivision be held by the Board of Supervisors on the 9<sup>th</sup> day of May, 2023, in the Public Meeting Room of the Story County Administration Building, 900 6<sup>th</sup> Street, Nevada, Iowa, at 10:00 AM.

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 2<sup>nd</sup> day of May, 2023.





**RESOLUTION #23-90  
RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA,  
AFFIRMING STORY COUNTY BOARD OF SUPERVISORS SUPPORT TO AMEND THE 28E  
AGREEMENT TO CHANGE THE NAME OF THE ORGANIZATION FROM THE "SQUAW  
CREEK WATERSHED MANAGEMENT AUTHORITY" TO THE "IOWAY CREEK  
WATERSHED MANAGEMENT AUTHORITY" AND ALLOW HAMILTON COUNTY TO JOIN  
THIS 28E AGREEMENT**

WHEREAS, two (2) or more political subdivisions, defined under Iowa Code Section 466B as including cities, counties and/or soil and water conservation districts, are enabled under Chapter 28E of the Code of Iowa to enter into agreements to cooperate for the mutual advantage of the governments involved; and

WHEREAS, the 28E Agreement forming the Squaw Creek Watershed Management Authority was filed with the Iowa Secretary of State's Office on June 28, 2012; and

WHEREAS, the U.S. Board on Geographic Names, at its February 11, 2021 meeting, approved the proposal submitted by the Story County Board of Supervisors to change the name of Squaw Creek to Ioway Creek; and

WHEREAS, on July 15, 2021, the Squaw Creek Watershed Management Authority Board considered the approval of Amendment I: Name Change (Squaw Creek to Ioway Creek) to the 28E Agreement; and the cooperators should be made to allow for Hamilton County to join this 28E agreement; and

WHEREAS, Section 11 of the 28E agreement, outlines the following steps for an amendment process:

11.1 This agreement may be amended at any time by an affirmative vote of the governing bodies of all cooperators. Any cooperator desiring an amendment shall notify the other cooperators of its desire, and the reasons for the request.

11.2 Such a request shall be in writing to the other governing bodies of the cooperators, and shall be considered by their governing body without reasonable delay and within no more than 90 days of receipt.

11.3 If the request is agreed to by the other cooperators, each cooperator shall prepare and submit to the others a certified resolution confirming the affirmative vote of the cooperator's governing body.

11.4 The amendment shall take effect 10 days following receipt of the last such resolution by the other cooperators. Amendments shall be filed and recorded as required by Section 16 hereof.

NOW THEREFORE BE IT RESOLVED the Board of Supervisors approves Amendment 1: Name Change (Squaw Creek to Ioway Creek) which acts to change the name of the Watershed Management Authority formed from the "Squaw Creek Watershed Management Authority" to the "Ioway Creek Watershed Management Authority." AND allows for HAMILTON County to join this 28E AGREEMENT.

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 2<sup>ND</sup> day of May 2023.

*vice* Mudakhele  
Chairperson, Board of Supervisors

Attest: [Signature]  
County Auditor

ROLL CALL  
FOR ALLOWANCE

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

ALLOWED BY VOTE  
OF BOARD Yea 3 Nay 0 Absent 1

Mudakhele Above tabulation made by \_\_\_\_\_  
*vice*- CHAIRPERSON



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

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Memorandum

To: Story County Board of Supervisors

Through: Michael D. Cox, Director

From: Sara Carmichael, Watershed Coordinator

Date: April 25, 2023

Re: Signing Amendment No 1 to loway Creek WMA, 28E Agreement

---

This amendment is to accept Hamilton County as a WMA member and changes the name to the loway WMA. This amendment was accepted and signed by the board in 2021, but never submitted to the Secretary of State's office due to other WMA members not fulfilling the requirements. Since it has been a couple of years, it was suggested by City of Ames and County attorneys to get new documents signed.

  
Approval

Disapproval

Date

5/2/23

Date

**AMENDMENT NO. 1**  
**To**  
**28E Agreement**  
**For**  
**Squaw Creek Watershed Management Authority Agreement Between Story County, Boone**  
**County, Webster County, City of Ames, City of Gilbert, City of Stanhope, City of Stratford,**  
**Story County Soil and Water Conservation District, Boone County Soil and Water**  
**Conservation District, Hamilton County Soil and Water Conservation District, and Webster**  
**County Soil and Water Conservation District**  
**Dated June 26, 2012**  
**Iowa Code Section 28E.12**

This AMENDMENT No. 1 is between the parties identified above, hereinafter referred to as "Cooperators". In consideration of the mutual covenants herein made, Cooperators agree as follows:

**SECTION 1. PURPOSE OF AMENDMENT**

1. Cooperators agree to amend the name of the Watershed Management Authority from Squaw Creek to Ioway Creek.
2. Cooperators agree that an amendment should be made to allow for Hamilton County to join this 28E agreement.

**SECTION 2. AMENDMENT ALLOWED**

Section 11 of the 28E Agreement provides that the Cooperators may amend this agreement by an affirmative vote of the majority of the governing bodies of all Cooperators. 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.

**SECTION 3. COUNTERPARTS**

The Cooperators agree that this Amendment has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together be one and the same instrument.

**SECTION 4. EFFECTIVE DATE**

This Amendment is effective as of the date of the last signature below.

Remainder of this page intentionally left blank. Signature pages follow.

IN WITNESS THEREOF, STORY COUNTY EXECUTES THE INTERGOVERNMENTAL AGREEMENT AMENDMENT.

Executed by Story County, Iowa

2nd day of MAY, 2023

STORY County, Iowa

Attest [Signature]  
Auditor

[Signature]  
vice-Chairperson, Board of Supervisors

STATE OF IOWA )  
                          ) ss:  
COUNTY OF STORY )

On this 2nd day of May, 2023, before me, a Notary Public in and for said County, personally appeared Linda Murken and Lucy Martin to me personally known, and who being duly sworn, did say that they are the Chairperson and Auditor, respectively of the Board of Supervisors of Story County, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors as contained in Resolution No. 23-90 adopted on 2nd May, 2023, and said Chairperson and Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

[Signature]  
Notary Public for Iowa



Closure No. 23-42

Date April 24, 2023

## Resolution

### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of  
Other in section 1/2 Howard Twp on

Intersection of 100th Street and 610th Ave

*[Signature]*  
Vice-Chair, Board of Supervisors

Attest: *[Signature]*  
County Auditor

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

ALLOWED BY VOTE OF THE BOARD	Yea	<u>2</u>	Nay	<u>0</u>	Absent	<u>1</u>
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\_\_\_\_\_  
CHAIRPERSON Above tabulation made by \_\_\_\_\_

## STORY COUNTY UTILITY PERMIT

Date 4/25/2023

To the Board of Supervisors, Story County, Iowa:

The Aureon Network Services Company, incorporated under the laws of Iowa, with its principal place of business at 7760 Office Plaza Dr S, West Des Moines, 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 1.25" HDPE conduit w/96ct fiber on secondary route south ROW of 170th St from 500th Ave to 510th Ave south to 240th Street, a distance of 8.36 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 4/25/2023

Aureon Network Services

Name of Company (Applicant - Permittee)



515-830-0445

by

Phone no.

Recommended for Approval:

Date 4.27.23



515-382-7355

County Engineer

Phone no.

Approved:

Date 5/4/23



vice-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.

## Darren R. Moon

---

**From:** Darren R. Moon  
**Sent:** Thursday, April 27, 2023 10:18 AM  
**To:** 'Wayne Houser'; Engineer and Secondary Roads  
**Cc:** Jeff Klocko; Matthew Weiser  
**Subject:** RE: Aureon (INS) fiber route along 170th Street, 500th Ave and 240th St.  
**Attachments:** SKM\_C250i23042709260.pdf; SKM\_C250i23042710090.pdf

There are a few drainage district tile that you are going to have to avoid. The first is just west of the start of your project on 170<sup>th</sup> at that first culvert crossing. The second is a larger tile that is getting replaced this fall or next year. I have attached the plans for that project. The tile is currently located just west of the bridge on 170<sup>th</sup> and it is planned to move it about 75' to the west. A new water line hit it two years ago and it was a mess to get repaired. I have also heard that the water line may not be showing up on one-calls, Xenia. The last area is just south of Lincoln Highway. There is another larger tile that crosses 500<sup>th</sup> at an angle north of the small wood bridge but I don't have a good location or depth on the one. There is a newer intake on the private side of the fence near the bridge that may give you an indication of where the tile heads. There is another new tile about 50' south of the bridge that crosses 500<sup>th</sup> and I have attached those plans.

Story County Engineer  
837 N Ave.  
Nevada, IA 50201  
515-382-7359  
[dmoon@storycountyiowa.gov](mailto:dmoon@storycountyiowa.gov)

**From:** Wayne Houser <WayneH@cda-eng.com>  
**Sent:** Tuesday, April 25, 2023 1:23 PM  
**To:** Engineer and Secondary Roads <EngineerWeb@storycountyiowa.gov>  
**Cc:** Jeff Klocko <Jeff.Klocko@aureon.com>; Matthew Weiser <Matthew.Weiser@aureon.com>  
**Subject:** Aureon (INS) fiber route along 170th Street, 500th Ave and 240th St.

[External Sender - Please Use Caution]

Hello,

I'm working with Aureon Network Services (INS) on a fiber route to connect up existing lines along 170<sup>th</sup> Street from 510<sup>th</sup> Ave west to 500<sup>th</sup> Ave, then south to 240<sup>th</sup> Street and east a short distance.

I have attached the proposed fiber route exhibit, the Story County permit & the DOT permit for crossing US Hwy 30.

Please let me, Jeff or Matt know if you have any questions.

Thanks for your help,

Wayne

Wayne Houser / *Survey Project Manager*

 **CIVIL DESIGN ADVANTAGE**

4121 NW Urbandale Drive, Urbandale, IA 50322

O 515.369.4400

F 515.369.4410

[WayneH@CDA-eng.com](mailto:WayneH@CDA-eng.com)

[www.CDA-eng.com](http://www.CDA-eng.com)

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER  
Prepared By: Andrea Wagner, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245

Please return to:  
Planning & Development

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION #23-89**

**SETTING DATE AND TIME FOR PUBLIC HEARING FOR MAY 9, 2023, FOR FIRST CONSIDERATION OF ORDINANCE NO. 310, AMENDING CHAPTER 85.08, DEFINITIONS, CHAPTER 86 – DISTRICT REQUIREMENTS, CHAPTER 87—LAND DIVISION REQUIREMENTS, AND CHAPTER 88—GENERAL SITE PLANNING STANDARDS, OF THE STORY COUNTY LAND DEVELOPMENT REGULATIONS, OF THE STORY COUNTY CODE OF ORDINANCES.**

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

WHEREAS, Section 1.11 (2)(A) of the Ordinance Adoption Procedure of the Story County Code of Ordinances requires that a proposed ordinance must be considered and receive a favorable vote by a majority of the supervisors at two regular meetings of the Board;

AND WHEREAS, Section 1.11 (2)(B) of the Ordinance Adoption Procedure of the Story County Code of Ordinances requires that the title of the proposed ordinance shall be published prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 310 on the 9<sup>th</sup> day of May, 2023, at the Story County Administration Building, Nevada, Iowa, at 10:00 AM and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

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

Dated this 2<sup>nd</sup> day of May, 2023.

*[Signature]*  
vice Chairperson, Board of Supervisors

Attest: *[Signature]*  
County Auditor

ROLL CALL  
FOR ALLOWANCE

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

ALLOWED BY VOTE  
OF BOARD

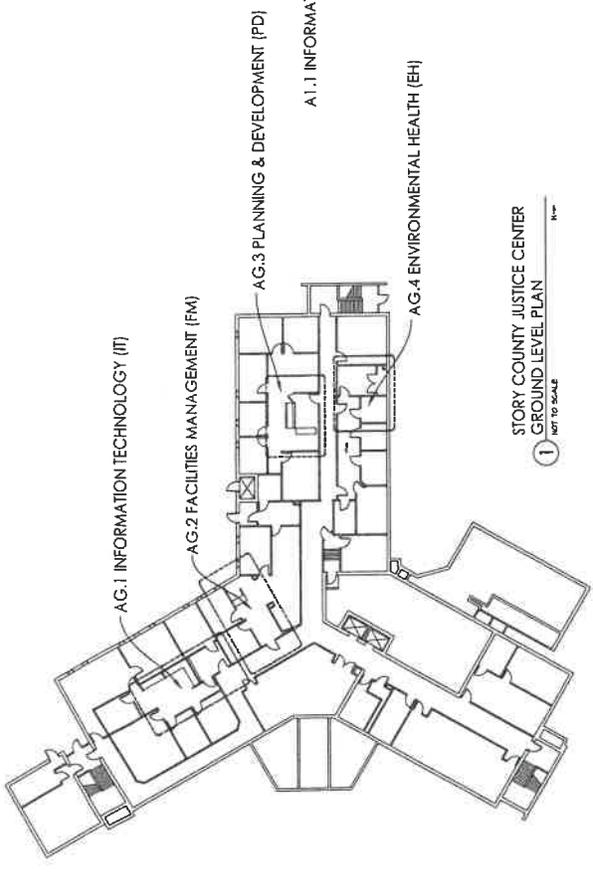
Yea 2 Nay 0 Absent 1

Above tabulation made by \_\_\_\_\_

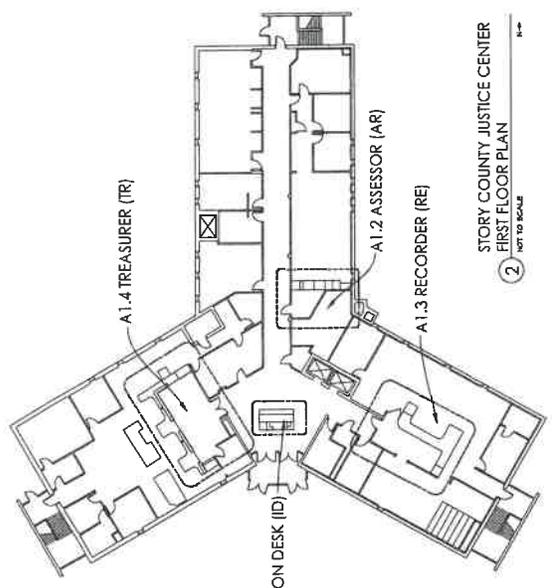
CHAIRPERSON



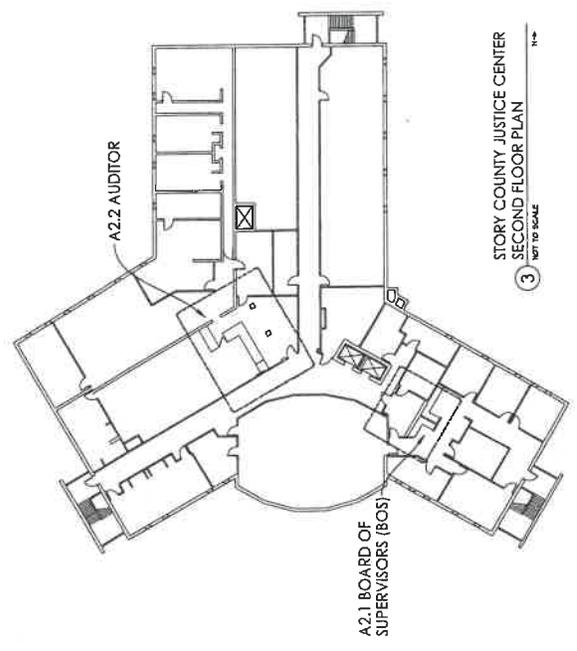




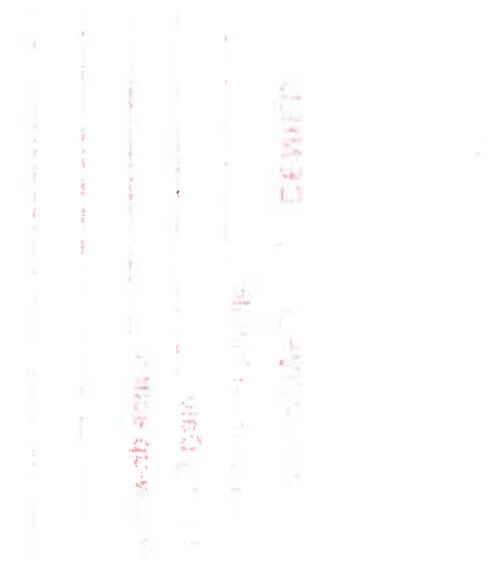
STORY COUNTY JUSTICE CENTER  
 1 GROUND LEVEL PLAN  
 NOT TO SCALE



STORY COUNTY JUSTICE CENTER  
 2 FIRST FLOOR PLAN  
 NOT TO SCALE

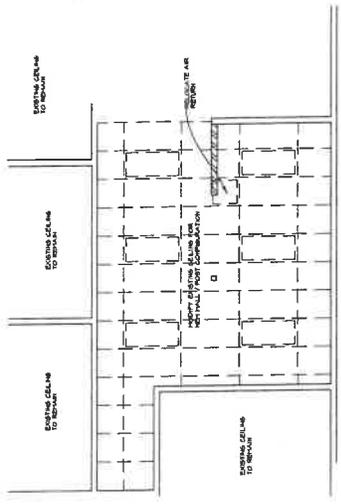


STORY COUNTY JUSTICE CENTER  
 3 SECOND FLOOR PLAN  
 NOT TO SCALE

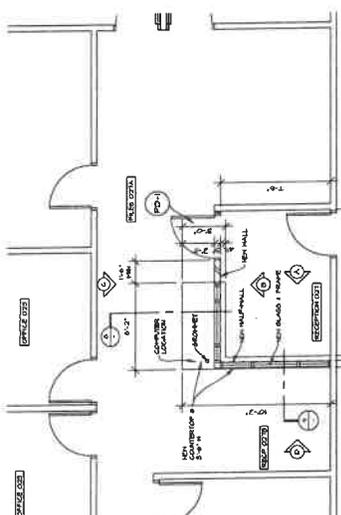




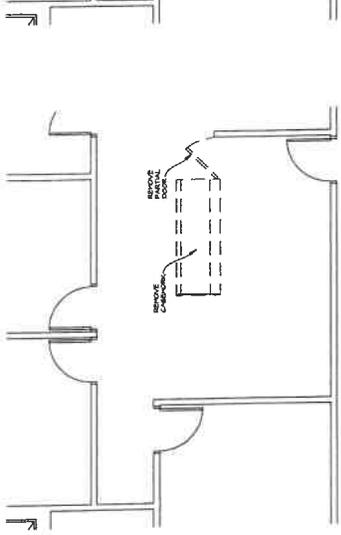




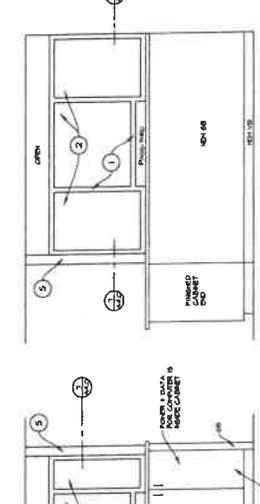
1 DEMOLITION PLAN  
1/8" = 1'-0"



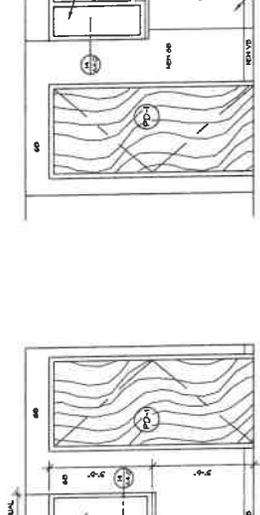
2 FLOOR PLAN  
1/8" = 1'-0"



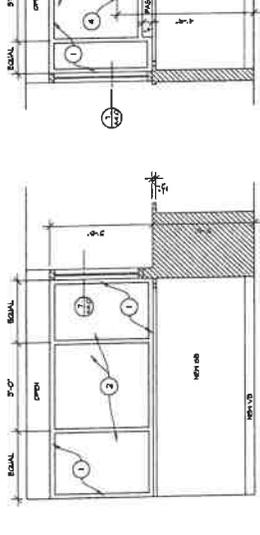
3 CEILING PLAN  
1/8" = 1'-0"



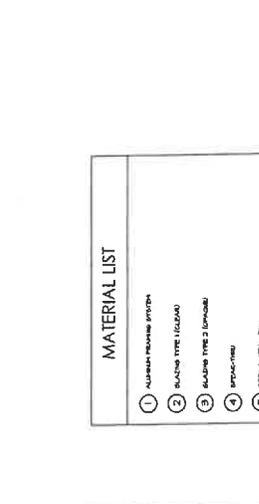
4 ELEVATION A  
1/8" = 1'-0"



5 ELEVATION B  
1/8" = 1'-0"



6 ELEVATION C  
1/8" = 1'-0"



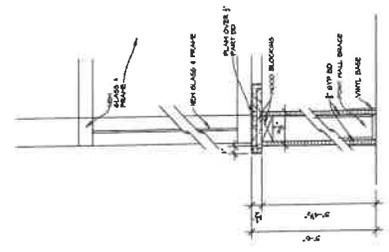
7 ELEVATION D  
1/8" = 1'-0"

**MATERIAL LIST**

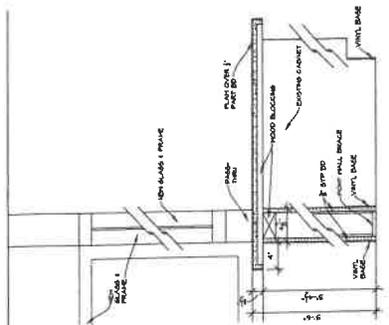
1. CUSTOM BROWN SYSTEM
2. BLAZING FIRE GLASS
3. ALUMINE TYPE 2 GLASS
4. IMPACT-RES
5. BRICK, WHITE, NEW
6. POLYIC LAMINATE
7. MOOP FINISH

**PLANNING & DEVELOPMENT (PD) NOTES**

1. VERIFY ALL WALLS, FLOORS, CEILING, AND OTHER FINISHES TO BE REMOVED OR REPAIRED AS NEEDED. VERIFY ALL WALLS TO REMAIN AS NEEDED.
2. MAKE ALL NEW WALLS AND PARTS ADJACENT TO NEW WALLS TO MATCH EXISTING WALLS.
3. PAINT NEW DOOR FINISH TO MATCH EXISTING.
4. PAINT COUNTERTOP WITH A COLOR TO BE DETERMINED.
5. VERIFY SPRINKLER HEAD LOCATIONS AS REQUIRED BY NEW WALLS / PARTS.
6. REDUCED LIGHT FIXTURES AND DIMMERS AS REQUIRED. SEE MEP.



8 SECTION  
1/16" = 1'-0"



9 SECTION  
1/16" = 1'-0"

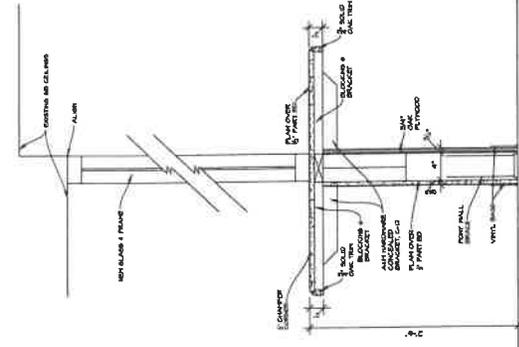




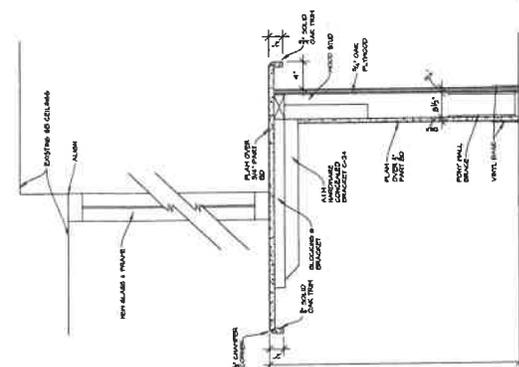
PRELIMINARY ONLY  
 NOT FOR CONSTRUCTION

STORY/COUNTY  
 PERMITS/COUNTY BARBERS  
 FIRST FLOOR  
 ASSESSOR (AS)

A1.2



SECTION @ HIGH COUNTER  
 1/4" = 1'-0"



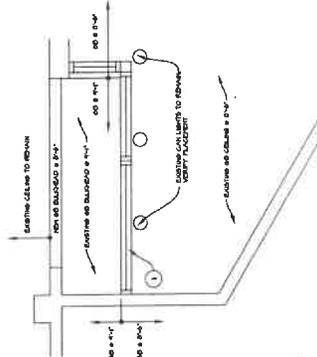
SECTION @ LOW COUNTER  
 1/4" = 1'-0"

**MATERIAL LIST**

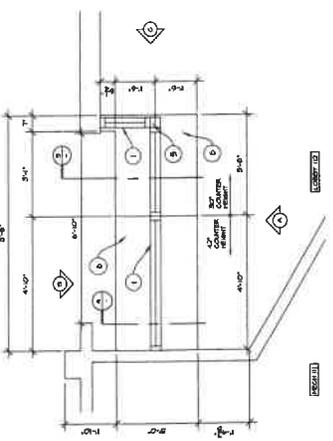
1. NUMBERED FINISH SYSTEM
2. MACHINE TYPE 1 (SOLID)
3. MACHINE TYPE 2 (COMPOUND)
4. FINISH TYPE
5. METAL PANEL TYPE
6. PLASTER LAMINATE
7. HOOD FINISH

**ASSESSOR (AS) NOTES**

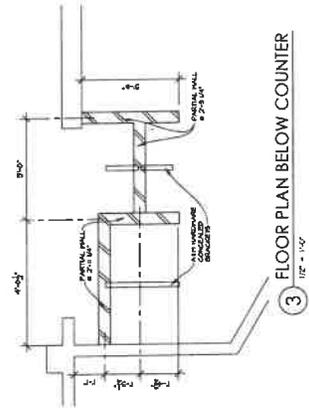
1. VERIFY FINISH SYSTEM WITH FINISH SCHEDULE, VERIFY AS PER CONTRACT DOCUMENTS AND VISUAL INSPECTION.
2. VERIFY FINISH SYSTEM WITH FINISH SCHEDULE, VERIFY AS PER CONTRACT DOCUMENTS AND VISUAL INSPECTION.
3. VERIFY FINISH SYSTEM WITH FINISH SCHEDULE, VERIFY AS PER CONTRACT DOCUMENTS AND VISUAL INSPECTION.
4. VERIFY FINISH SYSTEM WITH FINISH SCHEDULE, VERIFY AS PER CONTRACT DOCUMENTS AND VISUAL INSPECTION.
5. VERIFY FINISH SYSTEM WITH FINISH SCHEDULE, VERIFY AS PER CONTRACT DOCUMENTS AND VISUAL INSPECTION.
6. VERIFY FINISH SYSTEM WITH FINISH SCHEDULE, VERIFY AS PER CONTRACT DOCUMENTS AND VISUAL INSPECTION.



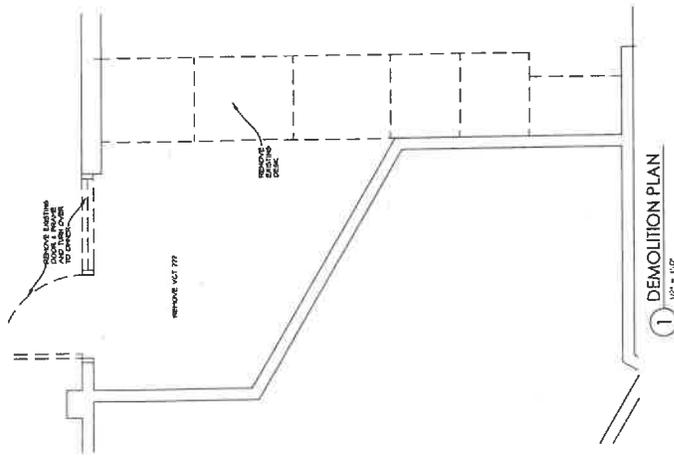
CEILING PLAN  
 1/4" = 1'-0"



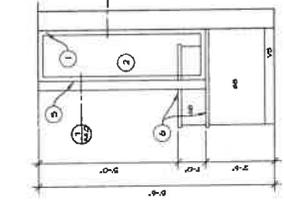
FLOOR PLAN ABOVE COUNTER  
 1/4" = 1'-0"



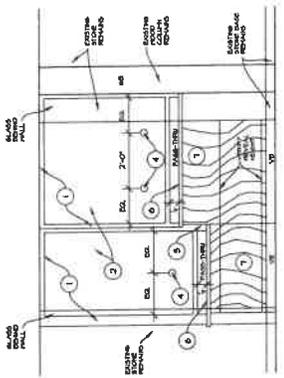
FLOOR PLAN BELOW COUNTER  
 1/4" = 1'-0"



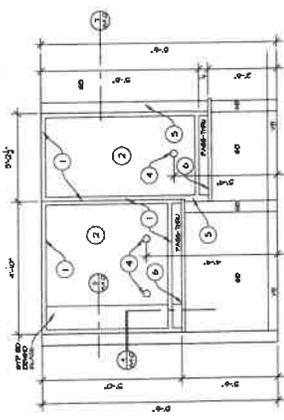
DEMOLITION PLAN  
 1/4" = 1'-0"



ELEVATION C (STAFF SIDE)  
 1/4" = 1'-0"

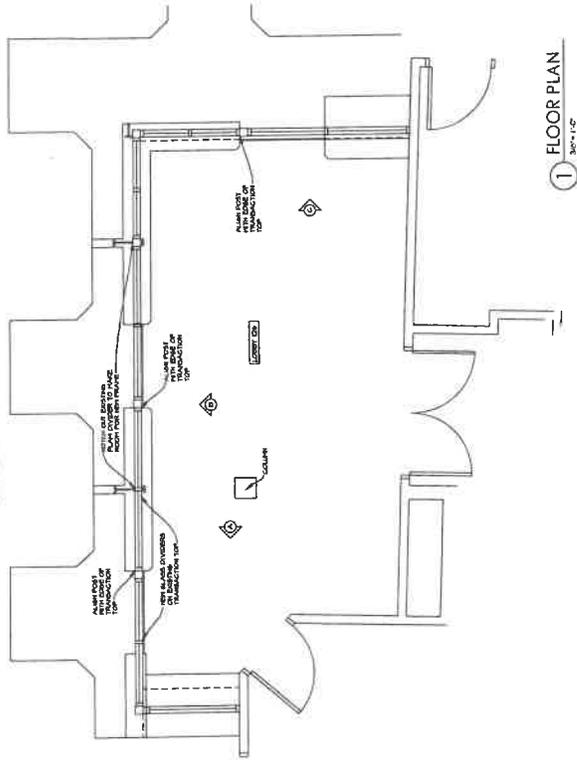


ELEVATION B (FRONT)  
 1/4" = 1'-0"

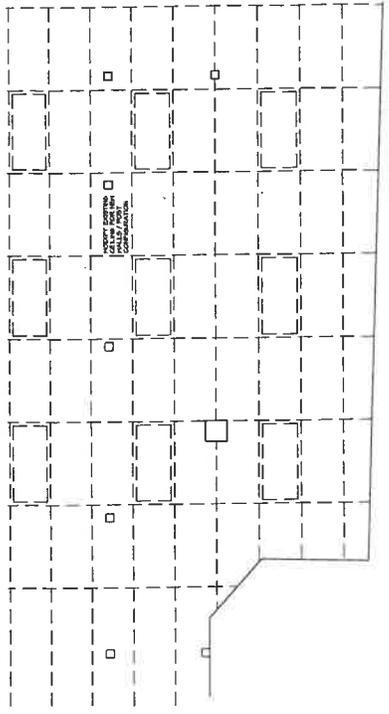


ELEVATION A (BACK)  
 1/4" = 1'-0"





1 FLOOR PLAN  
 3/8" = 1'-0"



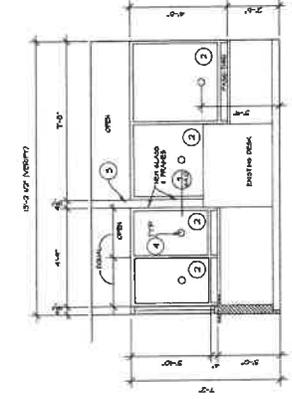
2 CEILING PLAN  
 3/8" = 1'-0"

**MATERIAL LIST**

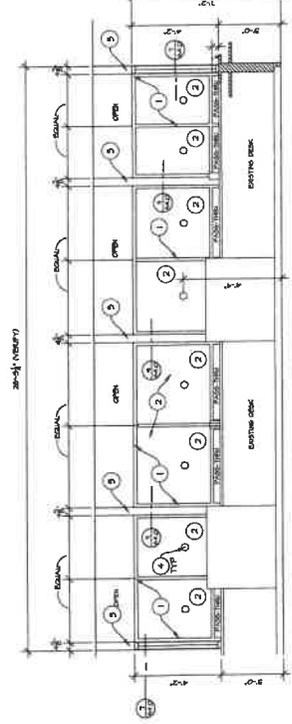
- 1 ALUMINUM FINISHES SYSTEM
- 2 WALLS TYPE 3 (GLASS)
- 3 WALLS TYPE 3 (SOLID)
- 4 GRANITE
- 5 DESK (PVT. TOP)
- 6 PLASTIC LAMINATE
- 7 WOOD FINISH

**TREASURER OFFICE (TR)  
 FINISH SCOPE**

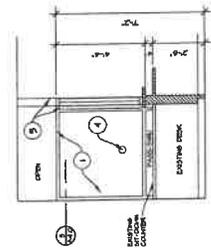
1. NO FINISHES TO BE SPECIFIED IN THIS FINISH SCHEDULE UNLESS INDICATED BY A NUMBER IN PARENTHESES.
2. FINISHES TO BE SPECIFIED IN THIS FINISH SCHEDULE AS REQUIRED BY AIA.
3. FINISHES TO BE SPECIFIED IN THIS FINISH SCHEDULE AS REQUIRED BY AIA.



5 ELEVATION C  
 3/8" = 1'-0"

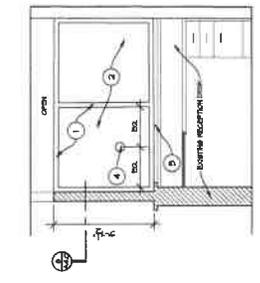
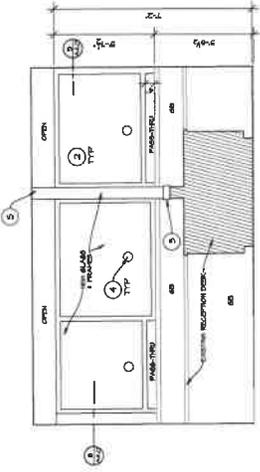
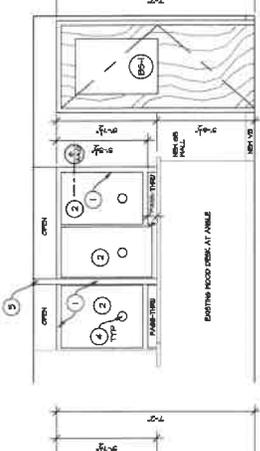
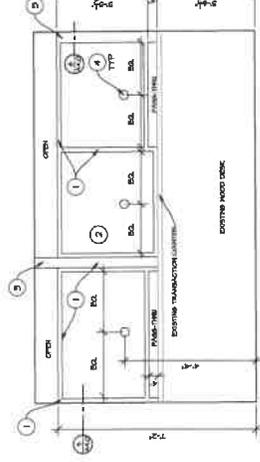
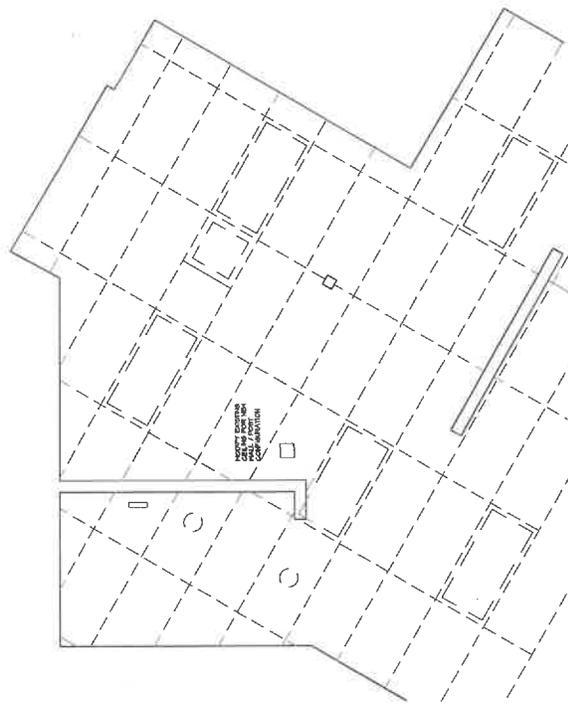
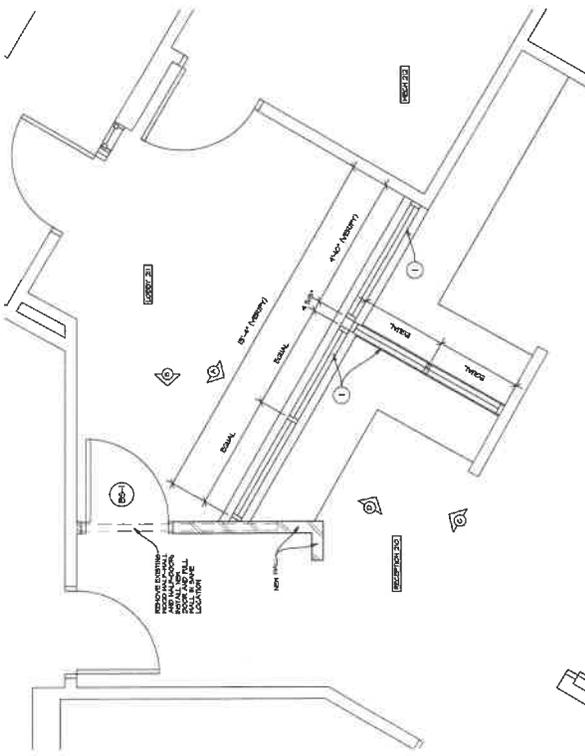


4 ELEVATION B  
 3/8" = 1'-0"



3 ELEVATION A  
 3/8" = 1'-0"





**BOARD OF SUPERVISORS (BOS)  
 FINISH SCOPE**

1. ALL CORERS AND VERT. SURF. FINISH WITH MATERIAL SHOWN
2. PAINT ALL INTERIORS AND EXTERIORS TO BE FINISHED TO BOARD OF SUPERVISORS
3. PAINT ALL INTERIORS AND EXTERIORS TO BE FINISHED TO BOARD OF SUPERVISORS
4. FINISH SCOPE TO BE FINISHED TO BOARD OF SUPERVISORS

**MATERIAL LIST**

- 1 ALUMINUM FINISH SYSTEM
- 2 ALUMINUM TYPE 1 (CLAMP)
- 3 ALUMINUM TYPE 2 (UPRUSH)
- 4 BRASS/INR
- 5 BRASS METAL TRIM
- 6 PLASTIC LAMINATE
- 7 LAMINATE

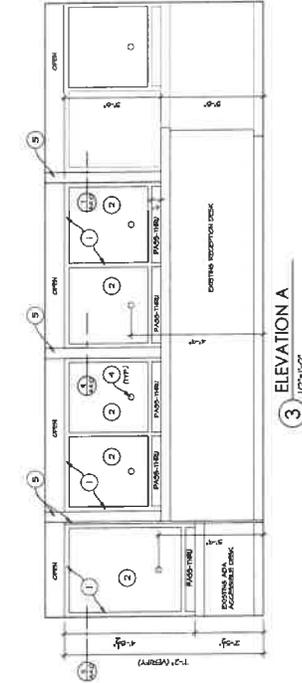
MATERIAL LIST	
1	ALUMINUM FINISH SYSTEM
2	GLASS TYPE 1 (CLEAR)
3	GLASS TYPE 2 (TINTED)
4	SPRINKLER
5	BRASS METAL TRIM
6	PLASTIC LAMINATE
7	WOOD FINISH

AUDITOR (AU) FINISH SCOPE	
1	NO NEW FINISHES ARE TO BE APPLIED TO EXISTING SURFACES UNLESS SPECIFICALLY NOTED.
2	CONDITIONS OF FINISHES ARE TO BE MAINTAINED AS MUCH AS POSSIBLE.
3	ALL NEW FINISHES ARE TO BE APPLIED TO THE SURFACES AS SPECIFIED.
4	ALL NEW FINISHES ARE TO BE APPLIED TO THE SURFACES AS SPECIFIED.
5	ALL NEW FINISHES ARE TO BE APPLIED TO THE SURFACES AS SPECIFIED.
6	ALL NEW FINISHES ARE TO BE APPLIED TO THE SURFACES AS SPECIFIED.
7	ALL NEW FINISHES ARE TO BE APPLIED TO THE SURFACES AS SPECIFIED.

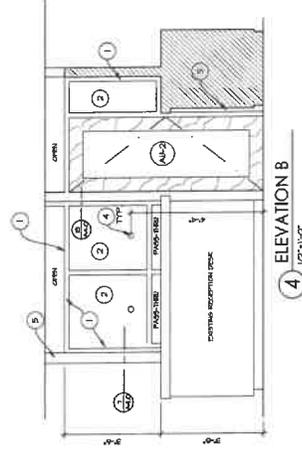


1 FLOOR PLAN  
1/2" = 1'-0" N ↑

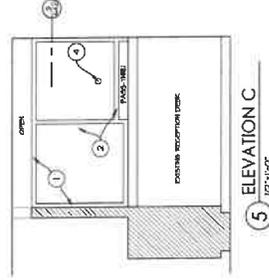
2 CEILING PLAN  
1/2" = 1'-0" N ↑



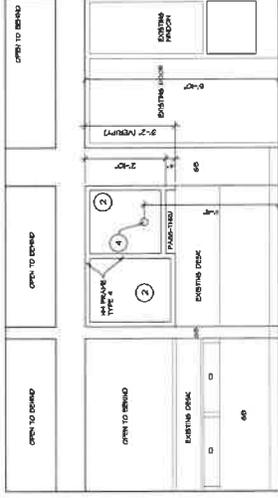
3 ELEVATION A  
1/2" = 1'-0"



4 ELEVATION B  
1/2" = 1'-0"



5 ELEVATION C  
1/2" = 1'-0"

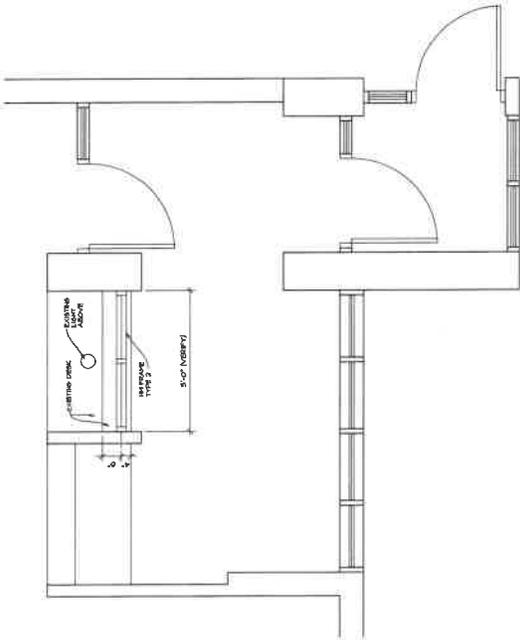


**2** ELEVATION VIEW - VISITOR SIDE  
1/4" = 1'-0"

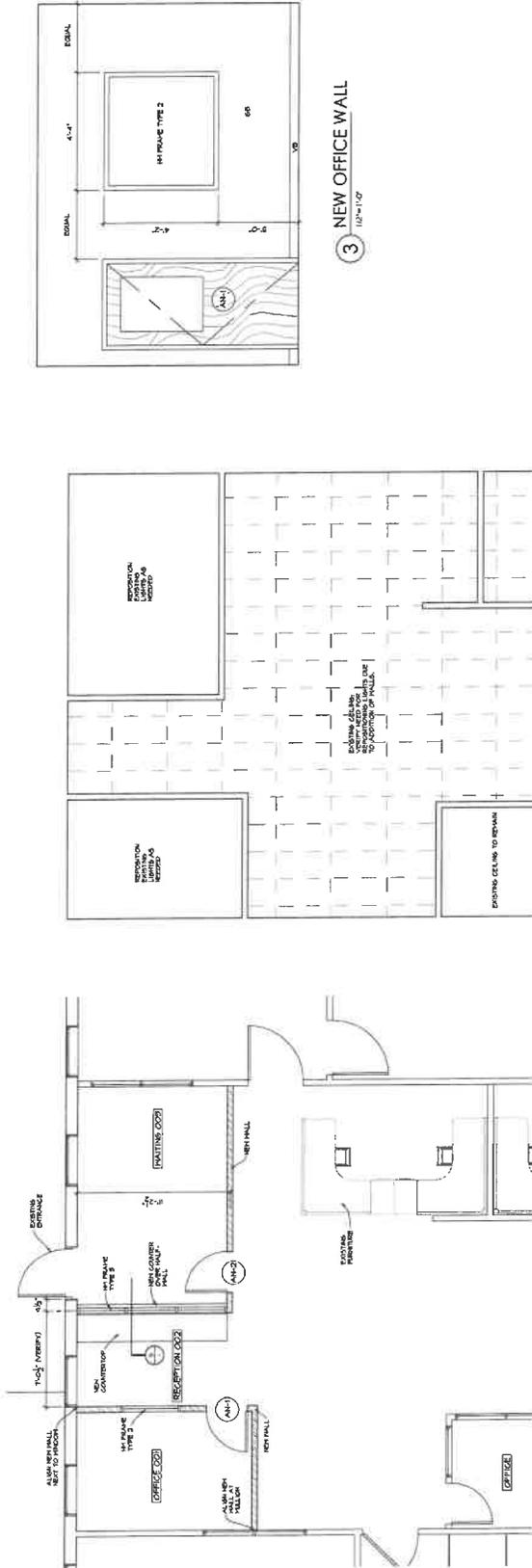
**COUNTY ENGINEERS (CE)  
FINISH SCOPE**

1. NO NEW FINISHES HERE, EXIST. FINISHES TO BE WITH THE  
ADDITION OF FOLLOWING MATERIAL TYPE 1, 2, 3, 4, 5, 6, 7.

- MATERIAL LIST**
- 1 ALUMINUM FINISHING SYSTEM
  - 2 ALUMINUM TYPE 1 (SLIP-RESISTANT)
  - 3 ALUMINUM TYPE 2 (SLIP-RESISTANT)
  - 4 BRASS (2010)
  - 5 BRASS (RETAIL SIDE)
  - 6 PLATING LAMINATE
  - 7 WOOD FINISH



**1** FLOOR PLAN  
1/4" = 1'-0"



1 FLOOR PLAN  
1/8" = 1'-0"

2 CEILING PLAN  
3/16" = 1'-0"

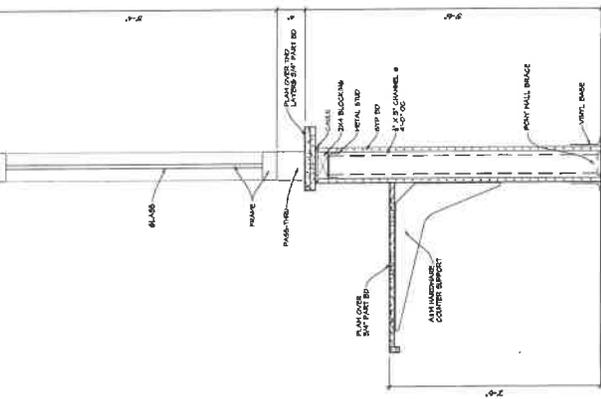
3 NEW OFFICE WALL  
1/2" = 1'-0"

**MATERIAL LIST**

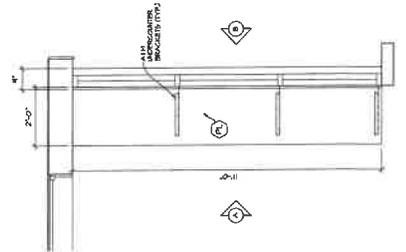
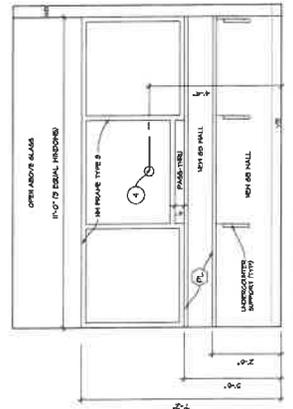
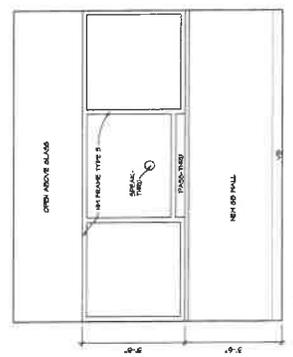
- 1 ALUMINUM FINISHED SYSTEM
- 2 ALUMINUM TYPE 1 LEGS
- 3 ALUMINUM TYPE 2 (UPWARD)
- 4 BRACKETS
- 5 BRACKETS WITH TIE
- 6 PLASTIC LAMINATE
- 7 FLOOR FINISH

**ANIMAL SHELTER (AN)  
 FINISH SCOPE**

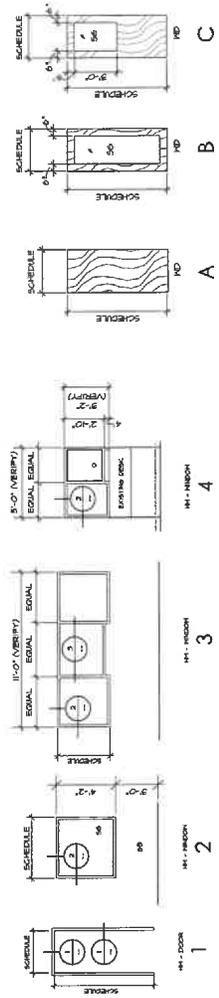
1. NEW WALLS TO BE FINISHED WITH 1/2" OF EXPOSED V-GUT FLOORING, TRIM, AND TRIM OF EXTERIOR WALLS TO BE FINISHED WITH 1/2" OF EXPOSED V-GUT FLOORING.
2. EXTERIOR WALLS TO BE FINISHED WITH 1/2" OF EXPOSED V-GUT FLOORING.
3. PLASTER & COLOR TIE.
4. NEW HOOD DOORS FINISHED TO MATCH EXISTING IN THIS BUILDING.
5. ALL INTERIORS FINISH LOCATIONS AS REQUIRED BY NEW WALLS AND HOOD DOORS.



5 SECTION AT NEW WALL  
1/2" = 1'-0"



4 COUNTERTOP & WINDOW  
1/2" = 1'-0"



**DOOR & FRAME SCHEDULE**

NO.	N	S	H	W	TYPE	FRAMES		FINISHES		ELECTRICAL	GLASS	HOLDERS
						TYPE	FINISH	TYPE	FINISH			
1	1	1	1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4	4	4	4

VERIFY ALL DOOR HEIGHTS ??

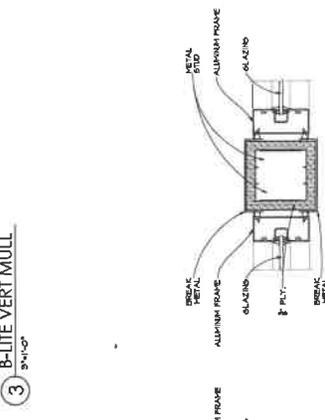
GC IS ONLY PROVIDING DOORS, HINGES, & FRAMES



1 DOOR HEAD 8'-11 1/2" JAMB SH

2 B-LITE HEAD 8'-11 1/2" JAMB SH

3 B-LITE VERT MULL 8'-11 1/2"



4 DOOR JAMB - POST - FRAME 8'-11 1/2"

5 WALL - DOOR JAMB 8'-11 1/2"

6 WALL - FRAME 8'-11 1/2"

7 POST - PERP FRAMES 8'-11 1/2"

8 DOOR JAMB - POST - FRAME 8'-11 1/2"

9 POST - OPPOSITE FRAMES 8'-11 1/2"

10 ANGLED POST - OPPOSITE FRAMES 8'-11 1/2"

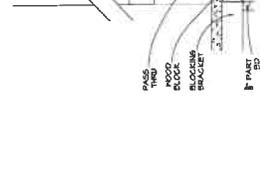
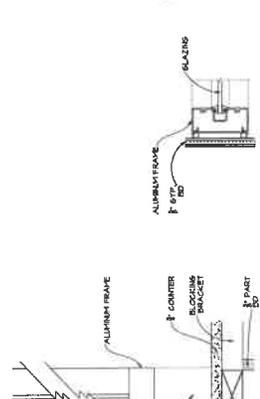
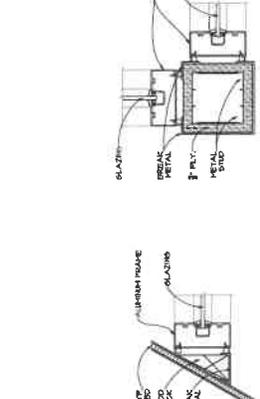
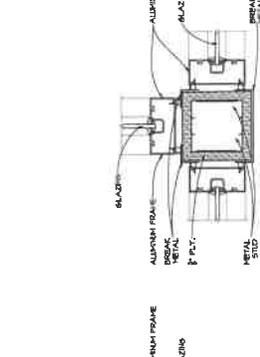
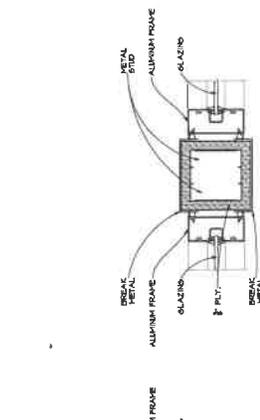
11 DOOR JAMB - POST - ANGLED FRAME 8'-11 1/2"

12 WALL - DOOR JAMB 8'-11 1/2"

13 DOOR JAMB - POST - FRAME 8'-11 1/2"

14 END WALL - FRAME 8'-11 1/2"

15 POST - PERP JAMB - FRAME 8'-11 1/2"



16 PASS THRU 8'-11 1/2"

17 ANGLED WALL - FRAME 8'-11 1/2"

18 WALL - DOOR JAMB 8'-11 1/2"

19 DOOR JAMB - POST - ANGLED FRAME 8'-11 1/2"

20 WALL - FRAME 8'-11 1/2"

21 POST - PERP FRAMES 8'-11 1/2"

22 DOOR JAMB - POST - FRAME 8'-11 1/2"

23 WALL - DOOR JAMB 8'-11 1/2"

24 DOOR JAMB - POST - FRAME 8'-11 1/2"

25 END WALL - FRAME 8'-11 1/2"

26 POST - PERP JAMB - FRAME 8'-11 1/2"

27 DOOR JAMB - POST - FRAME 8'-11 1/2"

28 WALL - DOOR JAMB 8'-11 1/2"

29 DOOR JAMB - POST - FRAME 8'-11 1/2"

30 WALL - FRAME 8'-11 1/2"

31 POST - PERP FRAMES 8'-11 1/2"

32 DOOR JAMB - POST - FRAME 8'-11 1/2"

33 END WALL - FRAME 8'-11 1/2"

34 POST - PERP JAMB - FRAME 8'-11 1/2"

35 DOOR JAMB - POST - FRAME 8'-11 1/2"

36 WALL - DOOR JAMB 8'-11 1/2"

37 DOOR JAMB - POST - FRAME 8'-11 1/2"

38 END WALL - FRAME 8'-11 1/2"

39 POST - PERP JAMB - FRAME 8'-11 1/2"

40 DOOR JAMB - POST - FRAME 8'-11 1/2"

41 END WALL - FRAME 8'-11 1/2"

42 POST - PERP JAMB - FRAME 8'-11 1/2"

43 DOOR JAMB - POST - FRAME 8'-11 1/2"

44 WALL - DOOR JAMB 8'-11 1/2"

45 DOOR JAMB - POST - FRAME 8'-11 1/2"

46 END WALL - FRAME 8'-11 1/2"

47 POST - PERP JAMB - FRAME 8'-11 1/2"

48 DOOR JAMB - POST - FRAME 8'-11 1/2"

49 END WALL - FRAME 8'-11 1/2"

50 POST - PERP JAMB - FRAME 8'-11 1/2"

51 DOOR JAMB - POST - FRAME 8'-11 1/2"

52 WALL - DOOR JAMB 8'-11 1/2"

53 DOOR JAMB - POST - FRAME 8'-11 1/2"

54 END WALL - FRAME 8'-11 1/2"

55 POST - PERP JAMB - FRAME 8'-11 1/2"

56 DOOR JAMB - POST - FRAME 8'-11 1/2"

57 END WALL - FRAME 8'-11 1/2"

58 POST - PERP JAMB - FRAME 8'-11 1/2"

59 DOOR JAMB - POST - FRAME 8'-11 1/2"

60 WALL - DOOR JAMB 8'-11 1/2"

61 DOOR JAMB - POST - FRAME 8'-11 1/2"

62 END WALL - FRAME 8'-11 1/2"

63 POST - PERP JAMB - FRAME 8'-11 1/2"

64 DOOR JAMB - POST - FRAME 8'-11 1/2"

65 END WALL - FRAME 8'-11 1/2"

66 POST - PERP JAMB - FRAME 8'-11 1/2"

67 DOOR JAMB - POST - FRAME 8'-11 1/2"

68 END WALL - FRAME 8'-11 1/2"

69 POST - PERP JAMB - FRAME 8'-11 1/2"

70 DOOR JAMB - POST - FRAME 8'-11 1/2"

71 END WALL - FRAME 8'-11 1/2"

72 POST - PERP JAMB - FRAME 8'-11 1/2"

73 DOOR JAMB - POST - FRAME 8'-11 1/2"

74 END WALL - FRAME 8'-11 1/2"

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77 END WALL - FRAME 8'-11 1/2"

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82 DOOR JAMB - POST - FRAME 8'-11 1/2"

83 END WALL - FRAME 8'-11 1/2"

84 POST - PERP JAMB - FRAME 8'-11 1/2"

85 DOOR JAMB - POST - FRAME 8'-11 1/2"

86 END WALL - FRAME 8'-11 1/2"

87 POST - PERP JAMB - FRAME 8'-11 1/2"

88 DOOR JAMB - POST - FRAME 8'-11 1/2"

89 END WALL - FRAME 8'-11 1/2"

90 POST - PERP JAMB - FRAME 8'-11 1/2"

91 DOOR JAMB - POST - FRAME 8'-11 1/2"

92 END WALL - FRAME 8'-11 1/2"

93 POST - PERP JAMB - FRAME 8'-11 1/2"

94 DOOR JAMB - POST - FRAME 8'-11 1/2"

95 END WALL - FRAME 8'-11 1/2"

96 POST - PERP JAMB - FRAME 8'-11 1/2"

97 DOOR JAMB - POST - FRAME 8'-11 1/2"

98 END WALL - FRAME 8'-11 1/2"

99 POST - PERP JAMB - FRAME 8'-11 1/2"

100 DOOR JAMB - POST - FRAME 8'-11 1/2"

101 END WALL - FRAME 8'-11 1/2"

102 POST - PERP JAMB - FRAME 8'-11 1/2"

103 DOOR JAMB - POST - FRAME 8'-11 1/2"

104 END WALL - FRAME 8'-11 1/2"

105 POST - PERP JAMB - FRAME 8'-11 1/2"

106 DOOR JAMB - POST - FRAME 8'-11 1/2"

107 END WALL - FRAME 8'-11 1/2"

108 POST - PERP JAMB - FRAME 8'-11 1/2"

109 DOOR JAMB - POST - FRAME 8'-11 1/2"

110 END WALL - FRAME 8'-11 1/2"

111 POST - PERP JAMB - FRAME 8'-11 1/2"

112 DOOR JAMB - POST - FRAME 8'-11 1/2"

113 END WALL - FRAME 8'-11 1/2"

114 POST - PERP JAMB - FRAME 8'-11 1/2"

115 DOOR JAMB - POST - FRAME 8'-11 1/2"

116 END WALL - FRAME 8'-11 1/2"

117 POST - PERP JAMB - FRAME 8'-11 1/2"

118 DOOR JAMB - POST - FRAME 8'-11 1/2"

119 END WALL - FRAME 8'-11 1/2"

120 POST - PERP JAMB - FRAME 8'-11 1/2"

121 DOOR JAMB - POST - FRAME 8'-11 1/2"

122 END WALL - FRAME 8'-11 1/2"

123 POST - PERP JAMB - FRAME 8'-11 1/2"

124 DOOR JAMB - POST - FRAME 8'-11 1/2"

125 END WALL - FRAME 8'-11 1/2"

126 POST - PERP JAMB - FRAME 8'-11 1/2"

127 DOOR JAMB - POST - FRAME 8'-11 1/2"

128 END WALL - FRAME 8'-11 1/2"

129 POST - PERP JAMB - FRAME 8'-11 1/2"

130 DOOR JAMB - POST - FRAME 8'-11 1/2"

131 END WALL - FRAME 8'-11 1/2"

132 POST - PERP JAMB - FRAME 8'-11 1/2"

133 DOOR JAMB - POST - FRAME 8'-11 1/2"

134 END WALL - FRAME 8'-11 1/2"

135 POST - PERP JAMB - FRAME 8'-11 1/2"

136 DOOR JAMB - POST - FRAME 8'-11 1/2"

137 END WALL - FRAME 8'-11 1/2"

138 POST - PERP JAMB - FRAME 8'-11 1/2"

139 DOOR JAMB - POST - FRAME 8'-11 1/2"

140 END WALL - FRAME 8'-11 1/2"

141 POST - PERP JAMB - FRAME 8'-11 1/2"

142 DOOR JAMB - POST - FRAME 8'-11 1/2"

143 END WALL - FRAME 8'-11 1/2"

144 POST - PERP JAMB - FRAME 8'-11 1/2"

145 DOOR JAMB - POST - FRAME 8'-11 1/2"

146 END WALL - FRAME 8'-11 1/2"

147 POST - PERP JAMB - FRAME 8'-11 1/2"

148 DOOR JAMB - POST - FRAME 8'-11 1/2"

149 END WALL - FRAME 8'-11 1/2"

150 POST - PERP JAMB - FRAME 8'-11 1/2"

151 DOOR JAMB - POST - FRAME 8'-11 1/2"

152 END WALL - FRAME 8'-11 1/2"

153 POST - PERP JAMB - FRAME 8'-11 1/2"

154 DOOR JAMB - POST - FRAME 8'-11 1/2"

155 END WALL - FRAME 8'-11 1/2"

156 POST - PERP JAMB - FRAME 8'-11 1/2"

157 DOOR JAMB - POST - FRAME 8'-11 1/2"

158 END WALL - FRAME 8'-11 1/2"

159 POST - PERP JAMB - FRAME 8'-11 1/2"

160 DOOR JAMB - POST - FRAME 8'-11 1/2"

161 END WALL - FRAME 8'-11 1/2"

162 POST - PERP JAMB - FRAME 8'-11 1/2"

163 DOOR JAMB - POST - FRAME 8'-11 1/2"

164 END WALL - FRAME 8'-11 1/2"

165 POST - PERP JAMB - FRAME 8'-11 1/2"

166 DOOR JAMB - POST - FRAME 8'-11 1/2"

167 END WALL - FRAME 8'-11 1/2"

168 POST - PERP JAMB - FRAME 8'-11 1/2"

169 DOOR JAMB - POST - FRAME 8'-11 1/2"

170 END WALL - FRAME 8'-11 1/2"

171 POST - PERP JAMB - FRAME 8'-11 1/2"

172 DOOR JAMB - POST - FRAME 8'-11 1/2"

173 END WALL - FRAME 8'-11 1/2"

174 POST - PERP JAMB - FRAME 8'-11 1/2"

175 DOOR JAMB - POST - FRAME 8'-11 1/2"

176 END WALL - FRAME 8'-11 1/2"

177 POST - PERP JAMB - FRAME 8'-11 1/2"

178 DOOR JAMB - POST - FRAME 8'-11 1/2"

179 END WALL - FRAME 8'-11 1/2"

180 POST - PERP JAMB - FRAME 8'-11 1/2"

181 DOOR JAMB - POST - FRAME 8'-11 1/2"

182 END WALL - FRAME 8'-11 1/2"

183 POST - PERP JAMB - FRAME 8'-11 1/2"

184 DOOR JAMB - POST - FRAME 8'-11 1/2"

185 END WALL - FRAME 8'-11 1/2"

186 POST - PERP JAMB - FRAME 8'-11 1/2"

187 DOOR JAMB - POST - FRAME 8'-11 1/2"

188 END WALL - FRAME 8'-11 1/2"

189 POST - PERP JAMB - FRAME 8'-11 1/2"

190 DOOR JAMB - POST - FRAME 8'-11 1/2"

191 END WALL - FRAME 8'-11 1/2"

192 POST - PERP JAMB - FRAME 8'-11 1/2"

193 DOOR JAMB - POST - FRAME 8'-11 1/2"

194 END WALL - FRAME 8'-11 1/2"

195 POST - PERP JAMB - FRAME 8'-11 1/2"

196 DOOR JAMB - POST - FRAME 8'-11 1/2"

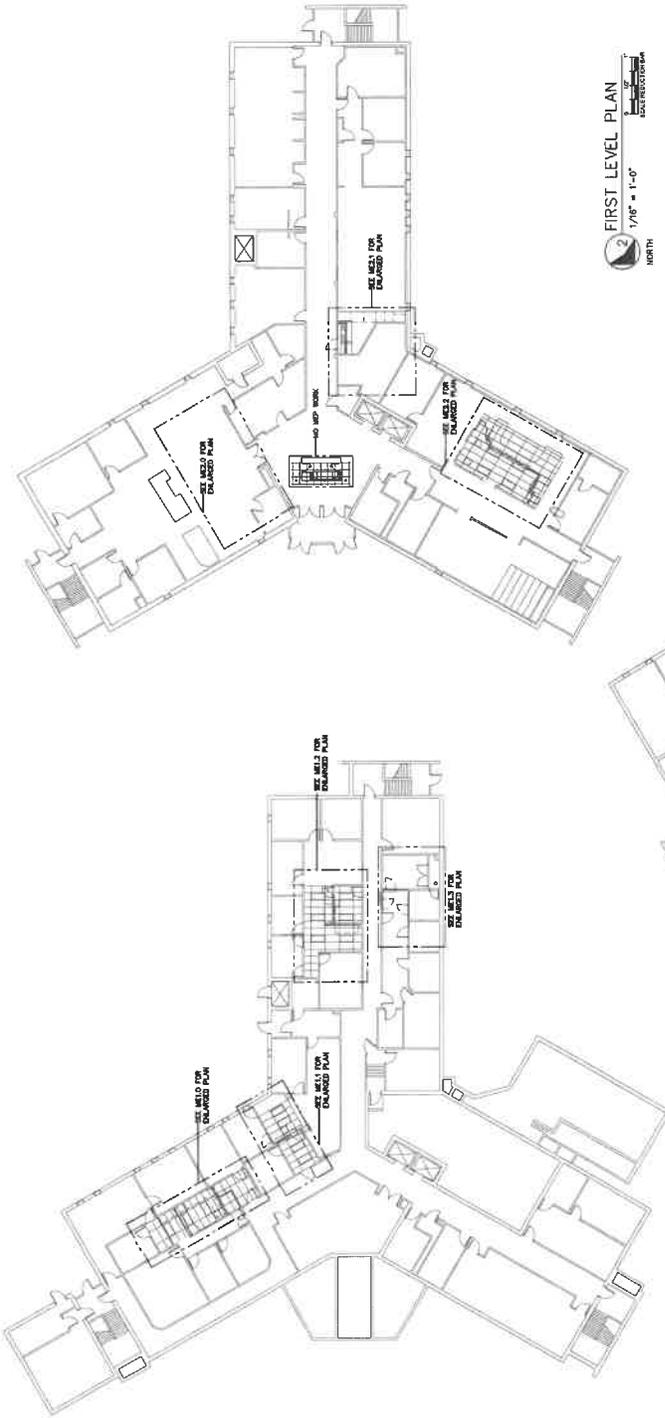
197 END WALL - FRAME 8'-11 1/2"

198 POST - PERP JAMB - FRAME 8'-11 1/2"

199 DOOR JAMB - POST - FRAME 8'-11 1/2"



MEP WORK SCOPE IS SHOWN FOR COORDINATION PURPOSES ONLY. ALL WORK SHALL BE PERFORMED UNDER SEPARATE AGREEMENT, BUT MUST BE COORDINATED WITH THE WORK OF THE ARCHITECTURAL DOCUMENTS.



**FIRST LEVEL PLAN**  
 1/8" = 1'-0"  
 NORTH

**SECOND FLOOR PLAN**  
 1/8" = 1'-0"  
 NORTH

**BASEMENT LEVEL PLAN**  
 1/8" = 1'-0"  
 NORTH



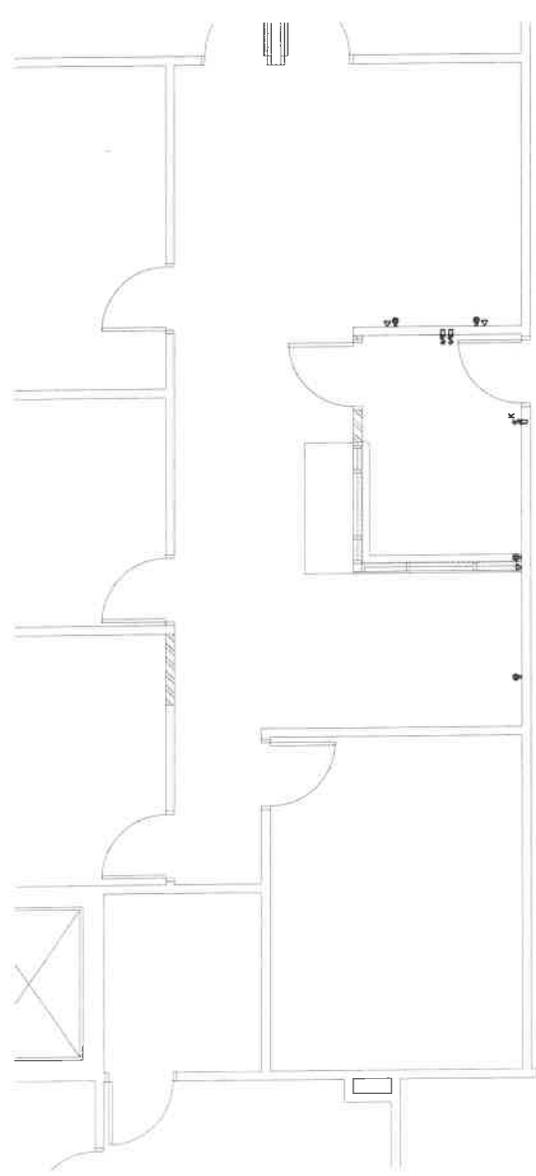


**GENERAL NOTES**

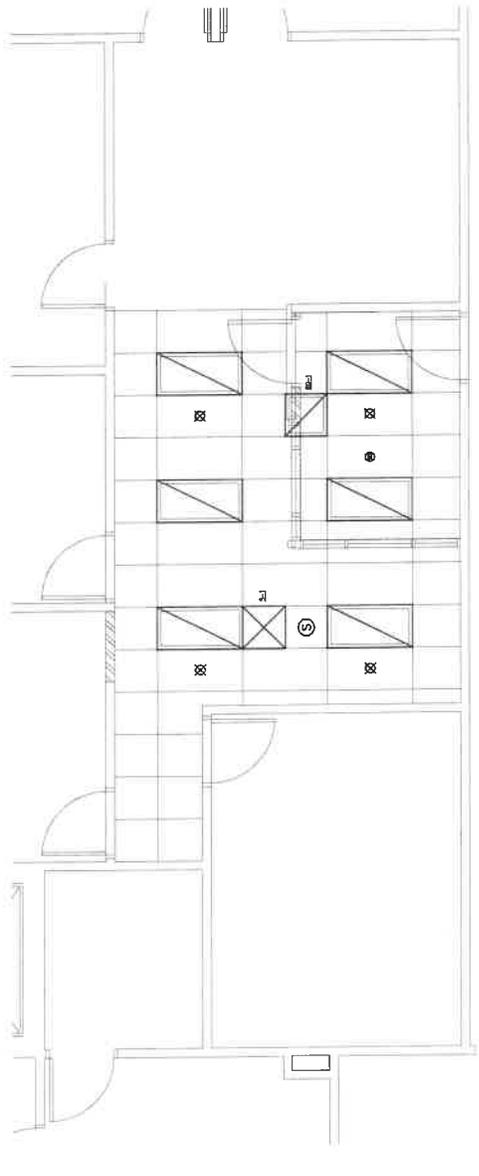
1. ALL WORK IS TO BE ACCORDING TO THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72), AND ALL OTHER APPLICABLE CODES. THE CONTRACTOR SHALL BE RESPONSIBLE TO HAVE ALL WORK CONFORM TO CODE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND INSPECTIONS, INCLUDING BUT NOT LIMITED TO, ELECTRICAL, MECHANICAL, AND PLUMBING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND INSPECTIONS, INCLUDING BUT NOT LIMITED TO, ELECTRICAL, MECHANICAL, AND PLUMBING.
3. NEW WORK IS TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND INSPECTIONS, INCLUDING BUT NOT LIMITED TO, ELECTRICAL, MECHANICAL, AND PLUMBING.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND INSPECTIONS, INCLUDING BUT NOT LIMITED TO, ELECTRICAL, MECHANICAL, AND PLUMBING.
5. CONTRACTORS SHALL BE RESPONSIBLE FOR MAINTAINING WORK AREA ACCESS AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND INSPECTIONS, INCLUDING BUT NOT LIMITED TO, ELECTRICAL, MECHANICAL, AND PLUMBING.
6. CONTRACTORS SHALL BE RESPONSIBLE FOR MAINTAINING WORK AREA ACCESS AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND INSPECTIONS, INCLUDING BUT NOT LIMITED TO, ELECTRICAL, MECHANICAL, AND PLUMBING.
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12. CONTRACTORS SHALL BE RESPONSIBLE FOR MAINTAINING WORK AREA ACCESS AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND INSPECTIONS, INCLUDING BUT NOT LIMITED TO, ELECTRICAL, MECHANICAL, AND PLUMBING.

**TAGGED NOTES**

1. FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS.



**1** PLANNING & DEVELOPMENT MEP PLAN  
 3/8" = 1'-0"  
 NORTH  
 EAST PROJECTION



**2** PLANNING & DEVELOPMENT CEILING PLAN  
 3/8" = 1'-0"  
 NORTH  
 EAST PROJECTION

MEP WORK SCOPE IS SHOWN FOR COORDINATION PURPOSES ONLY. WORK SHALL BE PERFORMED UNDER SEPARATE AGREEMENT, BUT MUST BE COORDINATED WITH THE WORK OF THE ARCHITECTURAL DOCUMENTS.

**GENERAL NOTES**

1. CONTRACTOR SHALL VERIFY ALL MATERIALS, EQUIPMENT, AND METHODS OF CONSTRUCTION WITH THE ARCHITECT PRIOR TO INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE TO HAVE ALL WORK CONFORM TO LOCAL, STATE, AND FEDERAL REGULATIONS AND ALL APPLICABLE CODES. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND SERVICES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. NEW WORK IS SHOWN DIMENSIONALLY. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS WITH THE ARCHITECT PRIOR TO INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND SERVICES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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7. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND SERVICES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
8. MAINTAIN ALL MANUFACTURER RECOMMENDED EQUIPMENT SERVICE AND SAFETY CLEARANCES.
9. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
10. DO NOT BASE PANEL, NETWORK, OR EQUIPMENT ABOVE EXISTING CEILING. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
11. VERIFY WALLS CEILING OR FLOOR TO MATCH SURROUNDINGS.
12. FOLLOW MANUFACTURERS INSTALLATION INSTRUCTIONS.

**TAGGED NOTES**

STOWY COUNTY, IOWA  
 PENNAHAT COUNTY, IOWA  
 ENVIRONMENTAL HEALTH  
 MEP PLANS

MEI.3  
 8/27/2025



ENVIRONMENTAL HEALTH MEP PLAN

1/2" = 1'-0"  
 NORTH  
 DATE: 8/27/2025



ENVIRONMENTAL HEALTH CEILING PLAN

1/2" = 1'-0"  
 NORTH  
 DATE: 8/27/2025

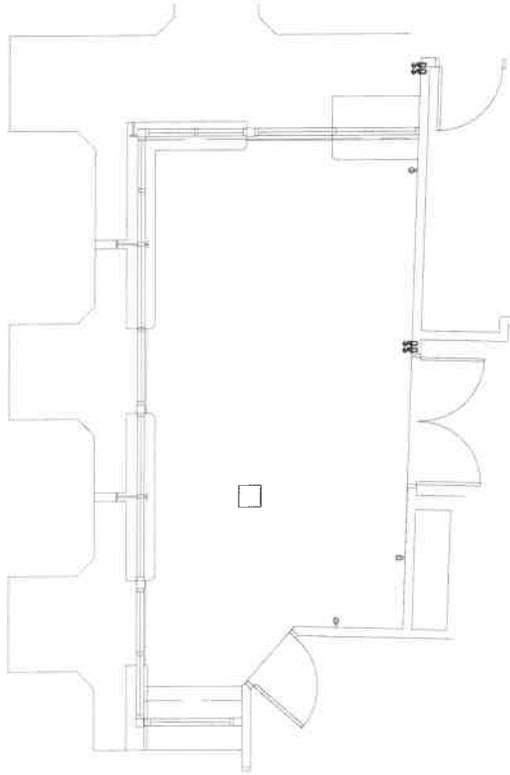
MEP WORK SCOPE IS SHOWN FOR  
 THIS PROJECT. ALL OTHER WORK  
 NOTED IN THESE DOCUMENTS WILL BE  
 PERFORMED BY OTHERS UNDER SEPARATE  
 AGREEMENT, BUT MUST BE COORDINATED  
 WITH THE WORK OF THE ARCHITECTURAL  
 DOCUMENTS.

**GENERAL NOTES**

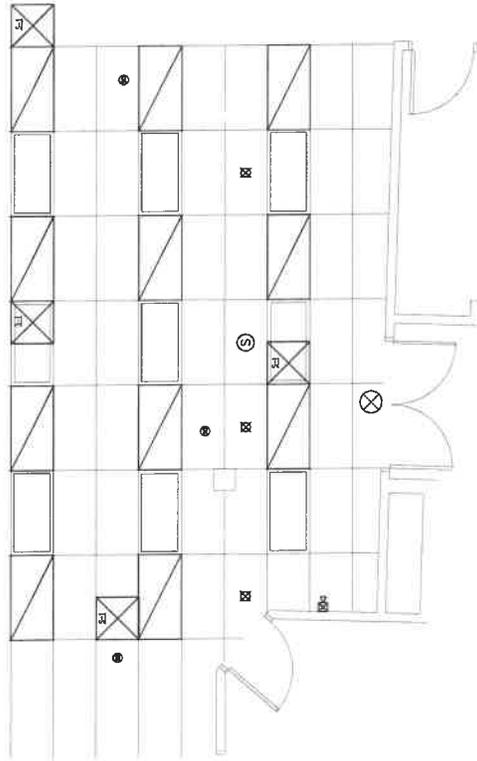
1. ALL WORK ON THIS SHEET SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. THE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. NEW WORK IS SHOWN SUBSTANTIALLY. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. SIZE TO THE SCALE OF THESE DRAWINGS. PLACE AND DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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12. FOLLOW MANUFACTURER INSTALLATION INSTRUCTIONS.

**TAGGED NOTES**

◆ -



**1** TREASURER DESK MEP PLAN  
 1/2" = 1'-0"  
 NORTH



**2** TREASURER DESK CEILING PLAN  
 1/2" = 1'-0"  
 NORTH

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**GENERAL NOTES**  
 1. ALL WORK ON THIS SHEET SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE CITY, STATE AND FEDERAL REGULATIONS AND ALL APPLICABLE CONTRACT DOCUMENTS.  
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 13. FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS.

Project Number: 22219  
 File Name: REVIEW  
 Revision: 02/20/20  
 Content:

STAFF COUNTY ZONING PERMANENT COUNCIL BARRIERS HOVADA, IOWA  
 ASSESSOR DESK MEP PLANS  
 10/27/21



ASSESSOR DESK MEP PLAN  
1/2" = 1'-0"  
NORTH

ASSESSOR DESK CEILING PLAN  
1/2" = 1'-0"  
NORTH

**TAGGED NOTES**

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13. FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS.

ME2.1  
 10/27/21

STAFF COUNTY ZONING PERMANENT COUNCIL BARRIERS HOVADA, IOWA  
 ASSESSOR DESK MEP PLANS

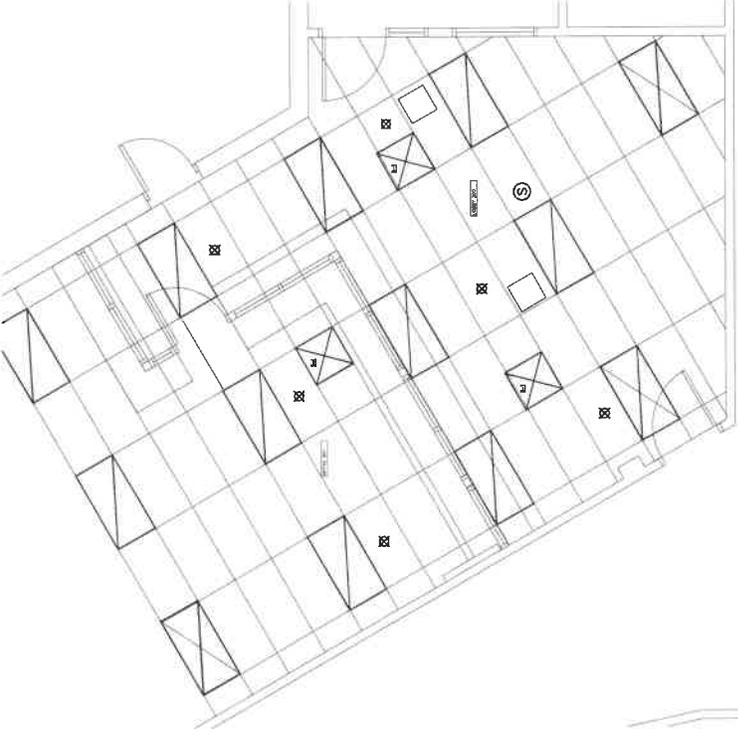
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**GENERAL NOTES**

1. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS WITH THE ARCHITECT AND PROVIDE A WRITTEN REPORT TO THE ARCHITECT WITHIN 10 BUSINESS DAYS OF THE START DATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.
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**TAGGED NOTES**



**AUDITOR CEILING PLAN**  
 1/2" = 1'-0"  
 NORTH

**AUDITOR MEP PLAN**  
 1/2" = 1'-0"  
 NORTH

THIS WORK SCOPE IS SURVIV FOR OPERATIONAL PURPOSES ONLY. WORK NOTED IN THESE DOCUMENTS WILL BE PERFORMED BY OTHERS UNDER SEPARATE AGREEMENTS. THIS DOCUMENT IS NOT TO BE CONSIDERED A PART OF THE ARCHITECTURAL DOCUMENTS.









**APPROVED**

**DENIED**

Board Member Initials: \_\_\_\_\_

Meeting Date: 5/2/23

Follow-up action: to return to Board after council discussions

### Potential Repurpose of Property Request

A few years ago, Story County was able to support our request for TIF funds to purchase property for the purpose of constructing a new retention pond to the east of Collins. (\$10,000) In addition, Story County allocated another \$13,000 to assist in the lease of equipment that we could use to make stormwater upgrades to our system. This retention basin was part of larger proposal provided to Collins as part of a comprehensive, community wide improvement plan to help us tackle this problem.

Collins made use of the equipment, and made a lot of "in-house" improvements to improve drainage throughout our town. So, the \$13,000 investment from Story County helped to make a huge impact on our efforts to mitigate flooding. Despite those improvements, though, we still couldn't tackle the larger retention pond that the \$10,000 land purchase was for. (We had to wait on a feasibility study to be completed by our engineers to help us determine the depth, size, etc. of the pond.)

Our hopes for this retention pond languished for a couple of years while we put together the \$25,000 in fees needed for the feasibility study. After a frustratingly long period of time, our engineers finally presented their findings. It was determined that the water table in the area was too high and the enormous amount of water runoff from the adjacent farm fields was too much for a retention pond in that area. In other words, the idea of a retention pond in this area will have minimal impact on improving our stormwater mitigation efforts, without extensive tiling and additional improvements downstream to work in conjunction with it.

So, Collins has a property that cannot be used as intended, that was funded by Story County for a specific purpose, and now Collins has to rethink our stormwater plans because our engineers proposal for a retention pond was found to be non-feasible by those same engineers. This brings our city back to the Board of Supervisors for guidance.

Based on all the factors involved, we have come up with several directions we can go with this property and we need the BOS to tell us what we can and can't do.

Option #1 - The original owner has stated that he would buy back the property at a "very cheap price". Honestly, this is the least preferred option for the City as it does nothing to advance our efforts to improve Collins. Also, a "very cheap price" is pretty ambiguous and we definitely don't want to take a loss on the property.

Option #2 - The City goes forward with the retention pond, knowing that it will only support a 1 year event as opposed to a 10, 20, or 100 year event which is what we originally expected it to mitigate. The City does not have a funding source to provide the additional improvements needed to make it more effective at this time.

Option #3 - The City can sit on the property for an indefinite amount of time until funds do become available. The project might take 10 years or more to complete. We may never have

the money. But, we'd still have possession of the property and would have the option in the future.

Option #4 - Collins has been offered a potential partner in developing the property. Beeler Landscaping, the company responsible for renovation of one of our Main Street Buildings (Catalyst Grant) has stated that they would be interested in purchasing the property. They are proposing the construction of a new greenhouse and nursery, which would in turn bring in new jobs to the area. In addition, they would be willing to use a portion of the property to add a retention area, as well as additional tiling as necessary that helps to alleviate the City's stormwater woes, but will not have a negative impact on the adjacent landowners.

From the City of Collins point of view, Option #4 is the ideal solution to our problems. We'd not only expand our commercial investment, but would add jobs, make infrastructure improvements, and allow the City to recoup at least a portion of the investment we have made in this endeavor. The City, though, purchased this property with the support of Story County. So, before we can explore any of the above options, we need feedback from the BOS. That is why we have asked to be added to the agenda... and that is why we are asking for the County's continued support in our efforts to improve and grow our community.

If you have any questions, I do plan to attend the May 2nd Board of Supervisors meeting. If you need additional information, please let me know prior to the meeting so that I can have it ready to present at that time.

Thank you very much.

Mayor Brett Comegys - City of Collins



Memorandum

To: Story County Board of Supervisors  
From: Michael D. Cox, Director  
Date: May 2, 2023  
Re: Consideration of Solar Power and Services Agreement with Red Lion Renewables.

The attached Agreement (Power Purchase Agreement aka PPA) authorizes Red Lion Renewables (Contractor) to construct a solar array at Dakins Lake which will provide energy to the park. The array will be constructed, owned and maintained by Contractor for a period of twenty years. The array will provide an estimated 67kWh annually. This will provide ninety eight percent of the annual electrical usage. The estimated life of the system is 30+ years.

This agreement requires no financial costs from the county. Rather, that the county would purchase power from the Contractor for the term of the Agreement. That power purchase cost is significantly lower than current cost. Immediate annual savings begin at \$3,022 and increase throughout the term of the agreement. Should the County buy the system at or prior to the termination of the agreement, and continue operation for 30 years, the estimated minimum energy savings for the duration of the system is \$247,913. The County does have the option to purchase the array anytime after year six. If the county does not desire to purchase the array from the contractor at termination or prior, the contractor will remove the array from the site and remediate the site upon contract termination.

Story County Conservation Board urges approval.

Approval

Disapproval

Date

5/2/23

Date

# SOLAR POWER AND SERVICES AGREEMENT

## Cover Sheet

This Solar Power and Services Agreement is made as of: 02/27/23 (the "Effective Date"), and together with the Cover Sheet, General Terms and Conditions, Exhibits, and Schedules. The parties to this Agreement (the "Parties") are as follows:

<b>Provider:</b>	<b>Red Lion Story County Solar, LLC</b>	<b>Buyer:</b>	<b>Story County Conservation Board</b>
<b>All Notices:</b>		<b>All Notices:</b>	
Street:	<u>2719 Georgetown Avenue</u>	Street:	<u>56461 180<sup>th</sup> Street</u>
City:	<u>Norwalk, IA</u> Zip: <u>50211</u>	City:	<u>Ames, IA</u> Zip: <u>50010</u>
Attn:	<u>Terry Dvorak</u>	Attn:	<u>Michael Cox</u>
Phone:	<u>515-991-4594</u> Fax: <u>NA</u>	Phone:	<u>515-232-2516</u> Fax: _____
<b>With a copy to:</b>		<b>With a copy to:</b>	
Name:	<u>Fredrikson &amp; Byron</u>	Name:	<u>Story County Board of Supervisors</u>
Street:	<u>505 East Grand Ave, Suite 200</u>	Street:	<u>900 6<sup>th</sup> Street</u>
City:	<u>Des Moines, IA</u> Zip: <u>50309</u>	City:	<u>Ames, IA</u> Zip: <u>50201</u>
Attn:	<u>J. Marc Ward</u>	Attn:	<u>Board Chair</u>
Phone:	<u>515-242-8900</u> Fax: <u>515-242-8950</u>	Phone:	<u>515-382-7200</u> Fax: _____
<b>Emergency Contact Information:</b>		<b>Emergency Contact Information:</b>	
Name:	<u>Red Lion Renewables, LLC</u>	Name:	<u>Story County Conservation</u>
Street:	<u>2719 Georgetown Avenue</u>	Street:	<u>56461 180<sup>th</sup> Street</u>
City:	<u>Norwalk, IA</u> Zip: <u>50211</u>	City:	<u>Ames, IA</u> Zip: <u>50010</u>
Attn:	<u>Terry Dvorak</u>	Attn:	<u>Michael Cox</u>
Phone:	<u>515-991-4594</u> Fax: <u>NA</u>	Phone:	<u>515-232-2516</u> Fax: <u>NA</u>
E-mail:	<u><a href="mailto:Terry.dvorak@redlionrenewables.com">Terry.dvorak@redlionrenewables.com</a></u>	E-mail:	<u><a href="mailto:mcox@storycountyiowa.gov">mcox@storycountyiowa.gov</a></u>

The Parties hereby agree that the General Terms and Conditions attached hereto are incorporated herein.

Project Site Name:	Story County Conservation		
Description and Address of Project Site:	Dakins Lake Park, 70613 130 <sup>th</sup> Street, Zearing, IA 50278 Dakins Lake Park, 12635 710 <sup>th</sup> Avenue, Zearing, IA 50278		
System Description and Nameplate Capacity:	Solar photovoltaic (PV) electricity generating systems tied into (5) individual facility electrical systems co-located in (2) locations for a total of 49 kW-dc: Meter 1 campground (14 kW), Meter 2 campground (19 kW), Meter 3 Showerhouse (8 kW), Meter 4 Restrooms (6 kW) and Meter 5 East Campground (2 kW). – see Exhibit E for layouts		
Project Documents:	Project system layouts and descriptions included in Exhibit E.		
Local Electric Utility:	Alliant Energy		
Interconnection Agreement:	Alliant Energy standard interconnection agreements. Separate agreements submitted for each facility.		
EPC Contractor:	Red Lion Renewables. Electrical contractor: TBD		
Required Rebate:	NA		
Estimated Commercial Operation Date:	9/30/23		
Installation Date	See Exhibit H		
System Acceptance Testing Requirements:	Utility acceptance and Red Lion Renewables meter reading		
Governing Law:	Iowa	Venue:	Story County
kWh Rate:	Initial rate of \$0.115/kWh with 2.5% annual escalator 20-year term See Exhibit F for schedule		
Additional Expenses:	NA		
Early Termination Value:	See Exhibit F for schedule		

IN WITNESS WHEREOF, the Parties have caused this Solar Power and Services Agreement to be duly executed as of the date first written above.

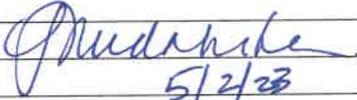
**STORY COUNTY CONSERVATION**

**RED LION STORY COUNTY SOLAR, LLC**

  
\_\_\_\_\_  
Name: Michael Cox  
Date: 5/2/23  
Title: Director

  
\_\_\_\_\_  
Name: Terry Dvorak  
Date: 5/2/23  
Title: Manager

**STORY COUNTY, IOWA  
BOARD OF SUPERVISORS**

  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: 5/2/23  
Title: Board Chair

## GENERAL TERMS & CONDITIONS

### Article I. Provider Obligations.

#### Section 1.01 Installation.

(a) Construction Plans. From and after the Effective Date, Provider shall provide to Buyer construction plans and engineering evaluations regarding the Installation Work (the date of such submission, the "Construction Plans Submission Date").

(b) Installation Work. After receipt of the Notice to Proceed (provided pursuant to Section 2.01 below), but no later than the Installation Date, Provider shall commence the Installation Work. Provider shall perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with Buyer's and Buyer's invitees' and customers' use of the Project Site to the extent commercially practicable.

(c) Installation Standards. The System shall be installed with due care by qualified employees, representatives, agents, contractors, subcontractors or advisors of Provider and shall conform to Prudent Electric Practices and Applicable Law. If Provider fails to meet any of the foregoing standards in any material respect, Provider shall perform at its own cost, and without additional charge to Buyer, the professional services necessary to correct errors and omissions, including any necessary replacement of any component of the System, that are caused by Provider's failure to comply with the above standards in all material respects.

Section 1.02 Utility and Government Approvals. Provider shall obtain and maintain all Approvals that are required for the performance of the Installation Work, System Acceptance Testing, System Operations and any other work required under this Agreement.

Section 1.03 Testing. Provider shall, upon not less than three (3) Business Days' prior written notice to Buyer, conduct testing of the System ("System Acceptance Testing"). System Acceptance Testing shall be deemed successful upon the achievement of the tests set forth on the Cover Sheet. Buyer shall have the right, but not the obligation, to be present at and observe the System Acceptance Testing, at Buyer's sole cost.

#### Section 1.04 Operation and Maintenance.

(a) System Operations. Provider shall perform System Operations (either itself or through Maintenance Providers) for the System at its sole cost and expense.

(b) Metering.

(i) Installation and Maintenance. Provider shall install and maintain, at the Delivery Point, a utility grade kilowatt-hour (kWh) meter for the measurement of Solar Services delivered to the Delivery Point (the "Metering System").

(ii) Testing. No more than one (1) time in any twelve (12) month period, Buyer may request, in writing, that Provider test the Metering System for accuracy. Notwithstanding the foregoing, if Buyer reasonably believes the Metering System is inaccurate, it may request, in writing, that Provider test the Metering System for accuracy. Provider shall test the Metering System within twenty (20) days after delivery of Buyer's written request, and shall provide to Buyer a copy of all testing and accuracy calibrations for the Metering System to Buyer.

(iii) Adjustments. If testing of the Metering System indicates that it is in error by more than two percent (2%), then Provider shall promptly repair or replace the Metering System. Provider shall make a corresponding adjustment to the records of the amount of Solar Services delivered to the Delivery Point based on such test results for (A) the actual period of time when such error caused inaccurate meter recordings, if that period can be determined to the mutual satisfaction of the Parties, or (B) if such period cannot be so determined, then a period determined by a third party mutually agreed upon by the Parties, such period not to exceed the *shorter* of: (X) one-half (1/2) of the period from the later of the date of the last previous test confirming accurate metering or the date the Metering System was placed into service; and (Y) two (2) years.

(iv) Costs. If (A) testing of the Metering System is pursuant to Buyer's written request under Section 1.04(b)(ii), and (B) such testing indicates the Metering System is in error by two percent (2%) or less, then Buyer shall be responsible for the costs of such testing and no adjustments will be made to the records. Otherwise, Provider will be responsible for the costs of such testing.

(c) Malfunctions and Emergencies. Provider shall notify Buyer (i) immediately upon the discovery of an emergency condition in the System, and (ii) within twenty-four (24) hours following its discovery of any material malfunction in the operation of the System or of the discovery of an interruption in the supply of Solar Services. If an emergency condition exists, Provider shall dispatch the appropriate personnel to perform the necessary repairs or take corrective action in an expeditious and safe manner. If there exists an imminent risk of damage or injury to any Person or any Person's property, then in any such case, Provider may (but shall not be obligated to) take such action as Provider deems appropriate to prevent such damage or injury. Such action may include disconnecting and removing all or a portion of the System, in compliance with the provisions of Section 1.05, or suspending the supply of Solar Services to Buyer. If such emergency condition exists due to: (a) an event of Force Majeure, then the Parties shall equally bear the costs of such action, including any necessary repairs or replacements to the System; (b) the acts or omissions of Buyer or a third party (excluding the EPC Contractor or any Maintenance Provider), then Buyer shall bear the costs of such action, including any necessary repairs or replacements to the System; or (c) for any other reason, then Provider shall bear the costs of such action, including any necessary repairs or replacements to the System.

Section 1.05 Removal of the System. Upon the expiration of the Term or the occurrence of an Early Termination Date, Provider shall, at its expense, remove the System from the Premises on a mutually agreeable date but in no event later than ninety (90) calendar days after the expiration of the Term or the Early Termination Date (as applicable); provided, however, that Provider shall not remove the System from the Premises if Buyer purchases the System by exercising its Purchase Option; provided, further, that Provider shall not be required to remove System components located below grade or hidden within walls; provided, further, that under no circumstances shall Provider be required to remove the System prior to the fifth (5<sup>th</sup>) anniversary of the Commercial Operations Date, unless otherwise agreed by Provider. Buyer's covenants in Section 6.02 shall remain in effect until the date that the System is removed pursuant to this Section 1.05. If Provider is under an obligation to remove the System pursuant to this Section 1.05, and fails to remove or commence substantial efforts to remove the System by the date agreed upon pursuant to this Section 1.05, Buyer may remove the System to a public warehouse (other than System mounting pads or other support structures) at Provider's cost.

## Article II. Buyer Obligations.

### Section 2.01 Installation.

(a) Approval of Construction Plans. Following the Construction Plans Submission Date and prior to delivery of the Notice to Proceed, Buyer shall have the right to review and approve all construction plans and engineering evaluations. Upon approving the construction plans and satisfaction of Buyer's conditions precedent set forth in Section 4.02, and within thirty (30) calendar days following the Construction Plans Submission Date, Buyer shall deliver to Provider a written notice directing Provider to commence the Installation Work (the "Notice to Proceed"). Buyer agrees to expend reasonable efforts to approve the construction plans and satisfy the conditions precedent.

(b) Solar Access and Load. Buyer shall not cause or permit any interference with the System's insolation and access to sunlight, as such insolation and access exists as of the Effective Date. Buyer agrees to prevent building of shade producing structures or landscaping that would provide more shade than is currently received on the solar arrays at time of contracting. Should Buyer wish to add shade producing obstructions, Buyer shall either purchase the system at fair market value or pay for the relocation of the solar array on premises, or compensate for the difference in solar production at a mutually agreeable value.

Section 2.02 Government Approvals. Buyer shall generally assist Provider in obtaining and maintaining Approvals required for Provider to perform its obligations under this Agreement. Such assistance by Buyer shall include providing to Provider in a timely manner: (i) any authorizations needed for any Approvals; (ii) signed applications for permits, Local Electric Utility grid interconnection applications and agreement(s) and rebate

applications; and (iii) drawings of the existing electrical and structural components of the Premises. To the extent that only Buyer is authorized to obtain or issue any necessary consents, approvals, permits, rebates or other Financial Incentives for the Installation Work, System Acceptance Testing, System Operations, System removal or any other work required under this Agreement, Buyer shall deliver to Provider promptly, and shall assist Provider in maintaining and utilizing, copies of such consents, approvals, permits, rebates, Financial Incentives and authorizations.

Section 2.03 Purchase Requirement. Buyer agrees to purchase all of the Solar Services delivered to the Delivery Point during the Term.

Section 2.04 Rights of Access.

(a) Access to Premises. Buyer hereby grants to Provider, its employees, agents, contractors, subcontractors, invitees, advisors, the EPC Contractor and any Maintenance Providers a license, which shall include the rights (a) to use and access the Premises to perform the Installation Work, ongoing maintenance work, and observe system operations during the Term, to confirm compliance with the terms of this Agreement and for any such period required to remove the System, (b) of ingress and egress to the Premises, and (c) to access electrical panels and conduits to interconnect the System with, or disconnect the System from, the Premise's electrical wiring to the extent required by this Agreement. Buyer and its authorized representatives shall at all times have access to and the right to observe the Installation Work, System Operations or removal of the System, but shall not interfere or handle any Provider equipment or any component of the System without written authorization from Provider; provided, however, in the event of a material malfunction or emergency as specified in Section 1.04(c), Buyer shall be permitted to take those actions necessary to prevent injury as specified in Section 2.06.

(b) Internet Connection. Buyer hereby grants to Provider, from the commencement of the Installation Work until the end of the Term, the right to connect the System monitoring equipment to the necessary intranet and/or internet networks so that it is possible for Provider to remotely monitor energy production by the System. .

(c) Temporary Storage Space During Installation or Removal. Buyer shall use commercially reasonable efforts to provide Provider and its contractors with sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations and System removal, and access for rigging and material handling. Buyer shall provide Provider a reasonable area for construction lay-down.

Section 2.05 Buyer Repairs & Maintenance.

(a) Electrical Structure. Buyer, at its sole cost and expense, shall make necessary repairs or changes to the existing electrical structure of the Premises, at Provider's direction and with its approval, so that the Premises are eligible for state subsidy, rebate funding renewable energy credits, sale of electricity, and otherwise to fulfill the intent of this Agreement. Notwithstanding the foregoing, except as set forth in Exhibit G, Buyer shall not make any material changes to: (i) its electrical equipment at the Premises after the date on which the applicable utility interconnection application is submitted unless any such changes, individually or in the aggregate, would not adversely affect the approval by such utility of such interconnection; or (ii) the Premises at any time during the Term that would adversely affect System Operation or the delivery of Solar Services to Buyer.

(b) Maintenance. Buyer shall maintain the Premises so that: (i) there exist no other site conditions or conditions at the Premises that would materially impede or increase the cost of Provider's obligations under Article I or the cost to produce Solar Services; (ii) the structural integrity of the Premises is sufficient to accommodate the System as designed by Provider; and (iii) overshadowing of the System is reduced to the extent reasonably practicable.

Section 2.06 Emergencies. If there exists an imminent risk of damage or injury to any Person or any Person's property, then Buyer may (but shall not be obligated to) take such action as Buyer deems appropriate to prevent such damage or injury. Such action may include disconnecting and removing all or a portion of the System,

with notice thereof to Provider as soon as reasonably practicable. The costs and losses from such emergency condition shall be allocated in accordance with the last sentence of Section 1.04(c).

Article III. Title.

Section 3.01 Title to Environmental Attributes and Financial Incentives. Throughout the duration of this Agreement, Provider or Provider's Affiliate shall retain ownership of all Environmental Attributes, including any RECs, produced by the System, as well as any rebate or other Financial Incentives. Buyer's purchase of Solar Services does not include Environmental Attributes, any rebate or other Financial Incentives, or any other attributes of ownership of the System, all of which shall be retained and may be otherwise sold or transferred by Provider in its sole discretion.

Section 3.02 Title to the System. Provider, or an Affiliate of Provider, shall retain Ownership of the System at all times.

Section 3.03 Personal Property: Not A Fixture. The System shall, at all times, retain the legal status of Provider's or Provider's Affiliate's personal property as defined under Governing Law. Buyer covenants that it will use reasonable commercial efforts to place all Persons having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could be construed as prospectively attaching to the System as a fixture of the Premises, Buyer shall provide to Provider a disclaimer, release or other similar instrument reasonably acceptable to Provider from any such mortgagee or Person making a fixture filing on the Premises. If Buyer is the fee owner of the Premises, Buyer consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises. If Buyer is not the fee owner, Buyer will obtain such disclaimer from such owner.

Article IV. Conditions Precedent.

Section 4.01 Provider's Conditions. The obligation of Provider to commence the Installation Work is subject to the satisfaction, of each of the following conditions (any of which may be waived in writing by the Provider in whole or in part):

- (a) Buyer's representations and warranties in Sections 5.01 and 5.02 remain true, complete and correct, in all material respects;
- (b) A rebate or subsidy in an amount of the Required Rebate is available to Provider (directly or indirectly by assignment under the Rebate Assignment Agreement) from the state, Local Electric Utility, or other source for the acquisition, installation, operation and maintenance of the System and is reserved for the System as designed;
- (c) Provider shall have obtained financing from one or more investors, lenders, or other sources which in aggregate is in the amount which Provider determines in its sole reasonable judgement is necessary to commence the Installation Work;
- (d) There is no material adverse change in the rebate or subsidy program or federal tax code since the Effective Date that would adversely affect the economics of the acquisition, installation, operation and maintenance of the System for Provider and its investors (if any), as determined by Provider in its sole discretion;
- (e) Buyer has executed and returned to Provider the Acknowledgement and Confirmation Form, pursuant to Section 15.04(c);
- (f) Provider has received the Notice to Proceed;
- (g) Any condition set forth in Exhibit F and G shall have been satisfied; and
- (h) All necessary Approvals that are required to be obtained by Buyer have been obtained (except for such Approvals that are reasonably expected to be obtained in the ordinary course or are otherwise to be obtained by Provider).

Section 4.02 Buyer's Conditions. The obligation of Buyer to issue a Notice to Proceed is subject to the satisfaction, of each of the following conditions (any of which may be waived in writing by Buyer in whole or in part):

- (a) Provider's representations and warranties in Section 5.01 remain true, complete and correct, in all material respects; and
- (b) All necessary Approvals that are required to be obtained by Provider have been obtained (except for such Approvals that are reasonably expected to be obtained in the ordinary course or are otherwise to be obtained by Buyer).

Article V. Representations & Warranties.

Section 5.01 Representations and Warranties of the Parties. Each Party represents and warrants to the other as of the Effective Date and any other date that such representations and warranties are required to be repeated that:

- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization or incorporation, as appropriate;
- (b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;
- (c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;
- (e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and
- (f) its execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it is a party or by which it or its property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

Section 5.02 Buyer Additional Representations and Warranties. In addition to its representations and warranties in Section 5.01, Buyer represents and warrants to Provider as of the Effective Date and any other date that such representations and warranties are required to be repeated that:

- (a) if the Premises are located on a roof, the roof of the Premises (i) has been weather-proofed against the weather conditions reasonably expected to exist at the location of the Premises, (ii) can reasonably be expected to exist in the same condition (except for ordinary wear and tear) for a period of [seven (7) years] from the date of such representation, and (iii) otherwise has the structural integrity sufficient to accommodate the System as designed by Provider;

if the Premises are located on the ground, (i) the Buyer has made necessary accommodations for site access, security, and safety as defined in the Exhibit E Project Specifications, and (ii) appropriate grounds maintenance have been agreed to either in Exhibit E or through a separate Operations and Maintenance Agreement.

- (b) there is a suitable electrical interconnection point of sufficient capacity to accommodate the System as designed by Provider located within 500 feet of the planned location of the System as described on the Cover Sheet;

(c) for any underground placement of electrical cable or conduit, to the best knowledge and belief of Buyer, there are no rocks or other obstructions that would prevent ordinary trenching equipment to be used for the installation of underground electrical cable from providing a trench of sufficient depth to comply with the National Electrical Code;

(d) to the best knowledge and belief of Buyer, there exist no site conditions or conditions at the Premises or construction requirements for the System as designed by Provider that would materially impede or increase the cost of Provider's obligations under Article I or the cost to produce Solar Services;

(e) that there are no threatened condemnation or eminent domain proceedings, or contemplated sales in lieu therein, involving a partial or total taking of the Premises;

(f) to the best of its knowledge after due inquiry, no Hazardous Substances exist on the Premises; and

(g) during the period which it has occupied the Premises, the Premises have not been used for the unlawful storage or disposal of Hazardous Substances.

Section 5.03 Exclusion of warranties. Except as expressly set forth in Section 1.01(c) and this Article 5, the installation work and the solar services provided by Provider to Buyer, and the removal of the System (if applicable) shall be "as-is, where-is". No other warranty to buyer or any other person, whether express, implied or statutory, is made as to the installation, design, description, quality, merchantability, completeness, useful life, future economic viability, or fitness for any particular purpose of the System, the Solar Services or any other service provided hereunder or described herein, or as to any other matter, all of which are expressly disclaimed by provider.

#### Article VI. General Covenants.

Section 6.01 Provider's Covenants. As a material inducement to Buyer's execution and delivery of this Agreement, Provider covenants and agrees to the covenants set forth in Exhibit G and the following:

(a) System Condition. Except as provided in Section 1.04(a), Provider shall take all actions reasonably necessary to ensure that the System is capable of delivering Solar Services to the Delivery Point.

(b) Health and Safety. In performing its obligations under this Agreement, Provider shall take all necessary and reasonable safety precautions and comply with Applicable Laws pertaining to the health and safety of persons and real and personal property. Provider shall promptly report to Buyer any death, lost time injury, or property damage to the Premises that occurs on the Premises.

(c) Liens. Provider shall not, as a result of its actions or inactions under this Agreement, directly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein. If Provider breaches its obligations under this Section 6.01(c), it shall (i) immediately notify Buyer in writing, and (ii) promptly cause such Lien to be discharged and released of record without cost to Buyer, as Provider will pay for the discharge.

(d) Approvals. Subject to Buyer's performance of its obligations under Section 2.02, Provider shall obtain and maintain all Approvals required to be obtained and maintained in order to perform its obligations under this Agreement. Upon Buyer's request, Provider shall deliver copies of all Approvals obtained and maintained pursuant to this Section 6.01(d) to Buyer.

Section 6.02 Buyer's Covenants. As a material inducement to Provider's execution and delivery of the Agreement, Buyer covenants and agrees to the covenants set for in Exhibit G and each of the following:

(a) Security. Buyer shall provide for physical security of the System on the Premises to prevent unapproved access and vandalism.

(b) Notice of Damage. Buyer shall promptly notify Provider of any damage to, or loss of the use of, the System or any matter or circumstance that could reasonably be expected to adversely affect the System or its operation.

(c) Health and Safety. Buyer shall at all times maintain the Premises consistent with all Applicable Laws pertaining to the health and safety of Persons and real and personal property. Buyer shall at all times comply with Provider's instructions and safety guidelines when in the vicinity of the System.

(d) Liens. Buyer shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Buyer breaches its obligations under this Section 6.02(d), it shall (i) immediately notify Provider in writing, and (ii) promptly cause such Lien to be discharged and released of record without cost to Provider, as Buyer will pay for the discharge.

(e) Approvals. Buyer shall obtain and maintain Approvals required to be obtained and maintained by it to perform its obligations under this Agreement, including such Approvals required to site, install and maintain the System on the Premises.

(f) Assignment of Rebate. To the extent that all or a portion of the Required Rebate is collectable only by Buyer under Applicable Law, the Parties shall enter into a Rebate Assignment Agreement, substantially in the form of Exhibit C hereto, which will assign the right to receive such Required Rebate from Buyer to Provider.

(g) No Action to Invalidate Required Rebate or RECs. Notwithstanding anything else to the contrary in this Agreement, including the rights and options of Buyer contained herein, Buyer shall take no action that may invalidate, terminate or cause the recapture any financial incentive with respect to the System or that may prevent the System from producing RECs; provided, however, that the foregoing covenant shall not prevent Buyer from terminating this Agreement under Article IX.

## Article VII. Payments.

Section 7.01 Solar Services Payment. Provider shall invoice Buyer on the fifth (5th) Business Day of each month, commencing on the first calendar month to occur after the Commercial Operation Date, for the Solar Services Payment in respect of the previous month. Buyer shall pay the amounts specified in such invoice within ten (10) Business Days after receipt of the invoice, and except as provided in Section 7.04, below, shall not be entitled to set off any amount owing from Provider against such payments.

Section 7.02 Method of Payment. Buyer shall make all payments under this Agreement by electronic funds transfer in immediately available funds to the account designated by Provider. All payments that are not paid when due may, at the discretion of Provider, bear interest accruing from the date becoming past due until paid in full at a rate equal to the Default Rate. Except as provided Article XIII, all payments made hereunder shall be made free and clear of any tax, levy, assessment, duties or other charges.

Section 7.03 Deemed Production. In the event that (a) Buyer shuts down or curtails energy production from the System, (b) Buyer's errors, acts or omissions result in the shut down of the System or the curtailment of the production or delivery of Solar Services, or (c) Buyer requests that the System be relocated pursuant to Section 10.01 and the System is shut down to effectuate such relocation, for a cumulative duration of more than five (5) calendar days in a calendar year, then Buyer shall pay the Deemed Production Payment for each calendar day any such event occurs after the occurrence of such first five (5) calendar days. The Deemed Production Payment shall be paid in accordance with Section 7.01 as if it were a Solar Services Payment.

Section 7.04 Disputes and Adjustment of Invoices. If either Party disputes in good faith the accuracy of any invoice under this Agreement, it shall nevertheless pay the full amount when due. Upon giving written notice of the basis for a Party's dispute, the Parties will promptly work to resolve the dispute. If it is later determined that an excess amount was paid by a Party, the other Party shall refund the excess amount plus interest within two (2) Business Days of resolution at the Non-default Rate from the original due date to but not including the date paid. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 7.04 within six (6) months after the invoice is rendered or any specific adjustment to the invoice is made.

Article VIII. Term.

Section 8.01 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty- (20) years from the Commercial Operation Date (the "Term"), unless terminated earlier pursuant to Article IX or extended pursuant to Section 8.02.

Section 8.02 Extension Option. In the event this Agreement remains in effect during the final year of the Term, Purchaser shall have the option to extend the Term for one (1) additional five (5) year period (the "Extension Option").

Article IX. Termination and Remedies.

Section 9.01 Termination Due to Default.

(a) Events of Default. An "Event of Default" shall mean, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

(i) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within ten (10) Business Days after written notice;

(ii) such party becomes Bankrupt;

(iii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed to be made or repeated;

(iv) such party fails to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) within thirty (30) calendar days after written notice;

(v) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;

(vi) other than due to the failure of the other Party to satisfy the conditions precedent applicable to it under Article IV, Buyer fails to provide the Notice to Proceed within thirty (30) calendar days of the Construction Plans Submission Date or Provider fails to commence the Installation Work by the Installation Date (in each case, other than due to an event of Force Majeure); and

(vii) subject to Article X, Buyer (A) ceases to conduct business operations at, (B) vacates, or (C) transfers title to, the Premises.

(b) Remedies Upon Default. Upon the occurrence of an Event of Default, the Non-Defaulting Party may: (i) suspend its obligations under the Agreement for not more than ten (10) Business Days; and/or (ii) terminate this Agreement by providing written notice to the Defaulting Party that designates a day, no earlier than the day such notice is effective, as the Early Termination Date.

Section 9.02 Termination Without Default.

(a) Termination Events.

(i) Provider may terminate this Agreement at its sole option: (a) at any time prior to the Commercial Operation Date; or (b) if Buyer fails to fulfill the conditions precedent that are applicable to it under Section 4.01 by the Installation Date.

(ii) The non-Claiming Party may terminate this Agreement at its sole option if a Force Majeure shall have occurred and be continuing for a period of one hundred twenty (120) consecutive days or two hundred forty (240) days in the aggregate.<sup>1</sup>

(b) Remedies Upon Termination Event. Upon the occurrence of an event under Section 9.02(a) that gives the applicable Party the right to terminate this Agreement, such Party may terminate this Agreement by providing written notice to the other Party that designates a day, no earlier than the day such notice is effective, as the Early Termination Date; provided, however, that neither party shall be owed a Net Settlement Amount, Early Termination Value or any other damages in connection with the termination of this Agreement.

Section 9.03 Early Termination Date Remedies.

(a) Upon the occurrence of an Early Termination Date:

(i) this Agreement and the Parties' respective rights and obligations hereunder will terminate (except as set forth in Section 14.14);

(ii) either Party may exercise any remedy it may have at law or in equity; and

(iii) if: (A) Buyer has not exercised its Purchase Option; and (B) Buyer is the Defaulting Party for an Event of Default, then (X) Provider shall provide notice to Buyer of the Net Settlement Amount, and (Y) within two (2) Business Days of receipt of such notice, Buyer shall pay the Net Settlement Amount.

(b) For the avoidance of doubt, in no event will Provider owe an Early Termination Value, Net Settlement Amount or any other damages in connection with the termination of this Agreement to Buyer, regardless of whether it is a Defaulting Party or otherwise.

(c) To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

Section 9.04 Buyer's Purchase Option.

(a) So long as no Event of Default with respect to Buyer shall have occurred and be continuing, Provider grants to Buyer an option to purchase the System (the "Purchase Option"), exercisable during the thirty (30) calendar day period following each anniversary of the Commercial Operation Date. Buyer shall give at least sixty (60) calendar days' prior written notice to Provider of its intent to exercise its Purchase Option, which notice shall set forth the Early Termination Date and the Option Price on the Early Termination Date designated by Buyer's notice given pursuant to Section 9.04(a): (i) the Parties shall execute and deliver to each other all documents necessary to (A) cause title to the System to pass to Buyer, free and clear of any Liens, and (B) assign all warranties for the System, if any, to Buyer, to the extent assignable; and (ii) Buyer will pay the Option Price to Provider.

(b) In the event that: (i) Buyer retracts its exercise of the Purchase Option after providing notice to Provider pursuant to Section 9.04(a); or (ii) fails to pay the Option Price when due, then Buyer's exercise of the Purchase Option will be void, and the provisions of this Agreement shall be applicable throughout the Term, unless ended earlier due to the declaration of an Early Termination Date. Any legal fees or expenses incurred by the Provider in preparation of the purchase would be paid by Buyer.

Article X. Credit Assurance.

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<sup>1</sup> Subject to applicable S-REC or Rebate Contracts allowance for termination due to Force Majeure under similar circumstances.

Section 10.01 Request for Credit Assurance. Provider may, from time to time, request that Buyer provide Provider with Credit Assurance if at any time Provider has reasonable grounds for insecurity concerning Buyer's ability to perform any of its obligations under this Agreement.

Section 10.02 Reasonable Grounds for Insecurity. For purposes of Section 10.01 Provider shall be deemed to have "reasonable grounds for insecurity" only when: (i) Buyer's or its Guarantor's long-term unsecured, unsubordinated debt is rated by S&P or Moody's, and there has been a decrease in the rating of any of such long-term unsecured, unsubordinated debt below BBB- or Baa3 by S&P or Moody's, respectively; or (ii) Buyer's or its Guarantor's long-term unsecured, unsubordinated debt is unrated, and Provider has reasonable grounds to believe that Buyer's creditworthiness or performance under this Agreement has become unsatisfactory.

Article XI. Temporary Relocation of System.

Section 11.01 Provided that this Section 11.01 does not violate Buyer's obligations in Section 6.02(g), on and after the fifth (5th) anniversary of the Commercial Operation Date, Buyer may request that Provider temporarily relocate the System to a new location, which Provider may accept in its reasonable discretion. Any of the following reasons shall be a reasonable basis for Provider to reject Buyer's request to relocate the System: (a) the new location is not located within the same Local Electric Utility district as the Premises, (b) the new location is not in a location with similar insolation and Local Electric Utility rates; (c) at the new location, the REC value produced by the relocated System will be less than the REC Value produced by the System if it remained at the original Premises; or (d) Provider expects the duration of such relocation to exceed ninety (90) calendar days. All costs and expenses associated with relocating the System shall be paid by Buyer.

Article XII. Change of Law.

Section 12.01 Environmental Attributes. Buyer acknowledges and agrees that (a) several Governmental Authorities are in the process of promulgating regulations or enacting legislation requiring the monitoring and reporting of greenhouse gas emissions and the allocation of Environmental Attributes, and that such regulations or legislation may be enacted during the Term, (b) any such enacted regulations or legislation may allocate Environmental Attributes in a manner inconsistent with this Agreement, and (c) in the event that Environmental Attributes are allocated in a manner inconsistent with this Agreement pursuant to such enacted regulations or legislation, Buyer shall take such actions as are required to provide Provider with the legal and/or beneficial interests in and to the Environmental Attributes, including execution, delivery and registration of any document required therefor.

Section 12.02 Adjustments to Solar Services Payments.

(a) Change in Law. In the event there is any change in Applicable Law (including with respect to the Parties' tax obligations) subsequent to the Effective Date that results in a material change in Provider's costs to provide the Solar Services (a "Change in Law"), Provider will promptly submit to Buyer a written notice setting forth (i) the citation of the Change in Law, (ii) the manner in which such Change in Law shall materially change Provider's costs to provide the Solar Services, including computations in connection therewith, and (iii) Provider's proposed adjustment to the then applicable and future kWh Rates to reflect such expected material changes in Provider's costs.

(b) Notice. Within thirty (30) days after delivery of Provider's notice, Buyer may, by written notice to Provider, (i) accept Provider's notice, or (ii) reject Provider's notice, and demand that the Fair Market Value of the Solar Services be computed to determine any increase in Provider's costs due to a Change in Law. A failure of Buyer to accept or reject Provider's notice pursuant to this Section 11.02(b) shall be deemed acceptance of Provider's notice.

(c) Adjustment to kWh Rate. From and after the date of (i) Buyer's acceptance of Provider's notice, the kWh Rate shall be adjusted to include Provider's total increased cost due to the Change in Law, or (ii) the determination of the Fair Market Value of the Solar Services, the kWh Rate shall be adjusted according to such determination of the Fair Market Value of the Solar Services; as applicable.

Article XIII. Force Majeure.

Section 13.01 To the extent either Party is prevented by Force Majeure from carrying out, in whole or in part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations prevented by the Force Majeure (other than the obligation to make payments). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. Until the Force Majeure is remedied, the non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

Article XIV. Taxes and Governmental Fees.

Section 14.01 Buyer's Obligations. Except as provided in Section 14.02, Buyer shall reimburse (or rebate as applicable) and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority and paid by Provider due to Provider's sale of the Solar Services to Buyer (other than income taxes imposed upon Provider), including taxes levied with respect to the Premises or the System that are or could be characterized as "use taxes", "ad valorem taxes" or "personal property taxes", whether assessed on a one-time or annual basis.

Section 14.02 Provider's Obligations. Subject to Section 14.01, Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its Ownership of the System.

Article XV. Miscellaneous.

Section 15.01 Liability.

(a) Limitation of Liability. Subject to any liability waiver and assumption agreement, neither Party nor any of its indemnified Parties shall be liable to the other Party or its indemnified Parties for any damages, whether direct, special, punitive, exemplary, indirect, or consequential damages, or losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with this Agreement, except as expressly set forth herein.

(b) Liability Waiver and Assumption Agreement. Not used.

Section 15.02 Confidentiality.

(a) Confidentiality Obligation. If either Party obtains the Confidential Information of the other Party as a result of negotiating or performing under this Agreement, then the receiving Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors, advisors, attorneys, consultants, Affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information), in each case whose access is reasonably necessary to the negotiation and performance of, and the exercise of rights under, this Agreement. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

(b) Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is requested by a Governmental Authority under Applicable Law; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality; or unless required to disclose by a court of competent jurisdiction.

(c) Goodwill and Publicity. Buyer shall not use the name, trade name, service mark, or trademark of Provider in any promotional or advertising material without the prior written consent of Provider, and shall coordinate and cooperate with Provider when making public announcements related to the execution and existence of this Agreement and the installation and operation of the System. Provider shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by Buyer that refer to, or that describe any aspect of, this Agreement or the System. At no time shall a Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party without an express written agreement with respect thereto.

(d) Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 15.02 and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Section 15.02. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 15.02, but shall be in addition to all other remedies available at law or in equity.

Section 15.03 Assignment. Except as provided in Section 15.04, neither Party may assign this Agreement without the written consent of the other Party, such consent not to be unreasonably withheld or delayed; provided, however, that Provider may transfer this Agreement without consent: (a) to an Affiliate; (b) to any Person or entity succeeding to all or substantial all of the assets of the transferor and whose creditworthiness is equal or higher than that of the transferor; or (c) as a collateral assignment in connection with any financing or other financial arrangements.

Section 15.04 Lender Accommodations. Buyer acknowledges that Provider may finance the development, installation, acquisition, operation and/or maintenance of the System with financing or other accommodations from one or more financial institutions (each, a "Lender") and that Provider's obligations to such Lender(s) may be secured by, *inter alia*, a pledge or collateral assignment of this Agreement and a first security interest in the System (collectively, the "Lender's Security Interest"). In order to facilitate such financing or other accommodations (or agent or trustee on behalf of such financial institutions), and with respect to any Lender, Buyer agrees as follows:

- (a) Consent to Lender's Security Interest. Buyer consents to Provider providing to Lender, the Lender's Security Interest. Buyer acknowledges and agrees that: (i) Buyer and all of Buyer's rights hereunder are and shall be in all respects subject and subordinate to the Lender's Security Interest and all renewals, modifications, supplement, amendments, consolidations, replacements, substitutions, additions and extensions thereof; and (ii) no amendments or modifications of this Agreement, are permitted without Lender's prior written consent.
- (b) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement, upon the occurrence of an event of default under Lender's financing documents:
  - (i) Lender, as holder of the Lender's Security Interest, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. Lender shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.
  - (ii) Lender shall have the right, but not the obligation, to pay all sums due from Provider under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires Lender to cure any Provider Default (unless Lender has succeeded to Provider's interests under this Agreement) or to perform any act, duty or obligation of Provider under this Agreement, but Buyer hereby gives it the option to do so.

- (iii) Upon the exercise of remedies under the Lender's Security Interest in the System, including any sale thereof by Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to Lender (or any Assignee of Lender) in lieu thereof, Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement, nor require Buyer's consent.
- (iv) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer shall enter into a new agreement with Lender or its Assignee having substantially the same terms and conditions as this Agreement.
- (c) Acknowledgement and Confirmation. Buyer shall deliver, or shall cause the owner or lessor of the Premises, if different from Buyer, to deliver, to Lender and Provider a fully executed Acknowledgement and Confirmation in the form of Exhibit D that the Ownership of the System remains in Provider and further acknowledging that the System is the personal property of Provider.
- (d) Right to Cure. Notwithstanding any contrary term of this Agreement:
  - (i) Buyer will not exercise any right to terminate or suspend this Agreement as a result of a Provider default unless (to the extent Buyer has been given prior written notice of the manner in which to give Lender notice hereunder), it shall have given Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the Provider default giving rise to such right, and Lender shall not have caused to be cured the provider Default giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default cannot be cured by Lender within such period and Lender commences and continuously pursues cure of such Provider default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional one hundred twenty (120) days. The Parties' respective obligations will otherwise remain in effect during any cure period.
  - (ii) If Lender or its Qualified Assignee (including any Buyer or transferee), pursuant to an exercise of remedies by Lender, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 15.04(d)(i), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.
- (e) Further Assurances. At the request of Lender and/or its Assignee, Buyer agrees to execute and deliver any document, instrument or statement required by law or otherwise as reasonably requested by Lender or its Assignee in order to create, perfect, continue or terminate the security interest in favor of Lender in all assets of Provider, and to secure the obligations evidenced by Lender's Security Interest.

Section 15.05 Notices. Unless otherwise provided herein, any notice provided for in this Agreement shall be sent to the address specified on the Cover Sheet by hand delivery, registered or certified U.S. mail, postage prepaid, commercial overnight delivery service, or transmitted by facsimile or e-mail. Notices shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile or e-mail (if sent during normal business hours or the next

Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

Section 15.06 Indemnification.

(a) Indemnification. Subject to any Liability Waiver and Assumption Agreement, each Party shall indemnify, reimburse and hold harmless the other Party and its directors, officers, members, shareholders, agents and employees (collectively the “Indemnified Parties”) from and against all Losses in any way resulting from, relating to, or arising out of, directly or indirectly the acts or omissions in connection with this Agreement and which arise out of such Party’s (or any subcontractor of such Party’s) breach of the Agreement, gross negligence or willful misconduct (“Claims”). Provider’s indemnity obligation does not apply to liability or damages proximately caused by the sole negligence of Buyer’s officers, agents or employees. Buyer’s indemnity obligation does not apply to liability or damages proximately caused by the sole negligence of Provider’s officers, agents or employees. The foregoing obligations shall survive termination of this Agreement.

- (i) The duty of each Party (“Indemnifying Party”) to indemnify the other Party (“Indemnified Party”) shall arise at the time written notice of the Claim is first provided to the Indemnified Party regardless of whether the claimant has filed suit on the Claim.
- (ii) Paragraph deleted.
- (iii) Each Party shall be obligated to pay its reasonable defense costs and expenses, which includes litigation fees and expenses, including court filing fees, court costs, arbitration fees or costs, witness fees, and all other fees and costs of investigating and defending or asserting any claim under the Agreement, including in each case, reasonable attorneys’ fees, other professionals’ fees and disbursements.

(b) Buyer’s Indemnification of the Required Rebate. Paragraph deleted.

(c) Buyer’s Hazardous Substance Clean-up Obligation. To the extent permitted by Applicable Law, in the event that Hazardous Substances are discovered on the Premises or the groundwater thereunder, Buyer shall indemnify Provider and the Indemnified Parties for any and all Losses to the extent arising from or out of any claim for or arising out the discovery or release of Hazardous Substances on the Premises by Buyer (or to the extent Buyer may be otherwise responsible under other Applicable Law).

Section 15.07 Insurance.

(a) Each Party shall maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: (i) Workers’ Compensation Insurance as may be from time to time required under applicable federal and state law, and (ii) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence. Additionally, Provider shall carry adequate property loss insurance on the System which may, at Provider’s election, be covered by a rider to Buyer’s property coverage with Provider being named as an additional insured party under such policy. The General Liability policy shall utilize form CG 20 10 (Additional Insured endorsement applicable to ongoing operations) and the current edition of form CG 20 37 or an equivalent form (Additional Insured endorsement applicable to completed operations). The added cost of which shall be paid for by Provider (either directly or by way of netting under Section 7.02). The amount and terms of insurance coverage will be determined at Provider’s sole discretion.

(b) Each Party shall furnish current certificates evidencing that the insurance required under Section 15.07(a) is being maintained. Each Party’s insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days’ written notice before the insurance is cancelled or materially altered. Each Party’s insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear.

Section 15.08 Governing Law & Jury Trial Waiver. This agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with governing law (as specified on the cover sheet), without reference to any conflicts of law principles. Each party waives its respective rights to any jury trial with respect to any litigation arising under or in connection with this agreement.

Section 15.09 Venue. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts located in the Venue specified on the Cover Sheet for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement.

Section 15.10 Entire Agreement. This Agreement, together with the Exhibits and Schedules attached hereto, constitutes the entire agreement and understanding between Provider and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached hereto are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of any Exhibit or Schedule, the provisions of this Agreement shall prevail, and such Exhibit or Schedule shall be corrected accordingly.

Section 15.11 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Buyer.

Section 15.12 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

Section 15.13 Limited Effect of Waiver. The failure of Provider or Buyer to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

Section 15.14 Survival. The obligations under Sections 1.05 (Removal of the System), 5.03 (Exclusion of Warranties), 6.01(c) (Provider's Covenants; Liens), 6.02(d) (Buyer's Covenants; Liens), 7.04 (Disputes and Adjustment of Invoices), 15.01(a) (Limitation of Liability), 15.02 (Confidentiality), 15.05 (Notices), 15.06(c) (Buyer's Hazardous Substance Indemnity Clean-up Obligation), 15.08 (Governing Law & Jury Trial Waiver) and 15.09 (Venue) and Article 14 (Taxes and Governmental Fees), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for a period of two (2) years.

Section 15.15 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

Section 15.16 Relationship of the Parties. The relationship between Provider and Buyer shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Buyer, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

Section 15.17 Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and Buyer and their respective permitted successors and assigns.

Section 15.18 Counterparts. This Agreement may be executed in one or more counterparts, including through facsimile signatures, each of which shall constitute an original and all of which constitute one and the same instrument.

Section 15.19 Early Termination Value Not Penalty. Provider acknowledges that Provider's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Provider's rights and obligations under this Agreement, the Early Termination Value constitutes fair and reasonable damages, and not a penalty, to be borne by Buyer in lieu of Provider's actual damages.

## EXHIBIT A: DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the respective meanings specified in this Exhibit A.

“Acknowledgement and Confirmation Form” means that form attached hereto as Exhibit D.

“Additional Expenses” shall have the meaning specified on the Cover Sheet.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

“Agreement” has the meaning set forth on the Cover Sheet.

“Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, holding, governmental Approval, or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“Approvals” means, collectively, any approval, consent, franchise, permit, resolution, concession, license, or authorization issued by or on behalf of the Local Electric Utility and any Governmental Authority.

“Bankrupt” means with respect to any entity, such entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) has a liquidator, administrator, receiver, trustee conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (e) is generally unable to pay its debts as they fall due.

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in New York City, New York are required or authorized by Applicable Law to be closed for business.

“Buyer” has the meaning set forth in the Cover Sheet.

“Change in Law” has the meaning set forth in Section 12.02(a).

“Claiming Party” has the meaning set forth in Section 13.01.

“Claims” has the meaning set forth in Section 15.06(a).

“Commercial Operation” means the condition existing when the System is (i) mechanically complete and operating, and (ii) energy is delivered through the System’s meter, to the Delivery Point and to the Project Site’s electrical system; provided, however, that Provider’s initial testing of the System shall not be deemed “Commercial Operation”.

“Commercial Operation Date” is the date upon which Commercial Operation has been achieved.

“Confidential Information” means the confidential or proprietary information of a Party to this Agreement, including such Party’s business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of its business.

“Construction Plans Submission Date” has the meaning specified in Section 1.01(a).

“Deemed Production Payment” means a payment by Buyer to Provider in lieu of the Solar Services Payment and the value of the RECs that Provider would have received but for a curtailment of the Solar Services for the reasons specified in Sections 7.03(a) through (c). The Deemed Production Payment will equal the *sum* of: (a) the *product* of (i) Forecasted Production for the applicable period, and (ii) the applicable KWh Rate; plus (b) any Additional

Expenses; and plus (c) the REC Value of RECs that are equivalent in amount and type to those that would have been produced by the System during the applicable period.

“Default Rate” means the rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus one percent (1%) per annum.

“Defaulting Party” has the meaning set forth in Section 9.01(a).

“Delivery Point” means the energy delivery point within the Project Site’s electrical system on Buyer’s side of the Project Site’s Local Electric Utility meter.

“Discounted Cash Flow” means, for any period of determination: (i) the *product* of (A) the Forecasted Production for each remaining year of the Term (or pro rata portion thereof) *multiplied by* (B) kWh Rate for Solar Services for the year in which such Forecasted Production would be delivered to the Point of Delivery; *plus* (ii) the REC Value of RECs that are equivalent in amount and type to those that would have been produced by the System, *less* (ii) reasonably anticipated annual expenses of Provider for such period of determination, *discounted by* (iii) three percent (3%) per annum.

“Early Termination Date” a date that is designated by a Party in accordance with Article IX on which this Agreement, and all of the Parties rights and obligations thereunder (except as set forth in Section 15.14), will be terminated.

“Early Termination Value” means an amount equal to the *difference* between (a) (i) if the Early Termination Date occurs after the Commercial Operation Date, the Early Termination Value for the year in which termination occurs as set forth on the Cover Sheet, and (ii) if the Early Termination Date occurs before the Commercial Operation Date, all expenses incurred by Provider subsequent to the execution of this Agreement, including expenses for time and materials and any fees and expenses to outside consultants, advisors and attorneys; and (b) all amounts paid by Buyer for Solar Services pursuant to any invoice issued by Provider during the year in which such termination occurs.

“Easement” means a utility-like easement granted by the Buyer for the benefit of Provider, and its third-party contractors, applicable to the Premises and recorded in the real property records for the County specified on the Cover Sheet.

“Effective Date” has the meaning set forth in the Cover Sheet.

“Environmental Attributes” means any and all non-energy attributes, current or future credits, benefits, emissions reductions, offsets, and allowances, and/or renewable energy credits or certificates or reporting rights (“RECs”), howsoever entitled, in each case attributed or allocable to electricity produced by the System. Environmental Attributes include, but are not limited to: (i) any avoided emissions of pollutants to the air, soil or water, such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (ii) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>) and other greenhouse gases (GHGs); (iii) the reporting rights associated with avoided emissions or renewability, including green tags; (v) related subsidies or “tipping fees” that may be paid to other parties to accept certain fuels, or local subsidies received by other parties for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; and/or (vi) emissions allowances, renewable energy credits or similar benefits or credits. For avoidance of doubt, Financial Incentives shall not be included in the definition of Environmental Attributes.

“EPC Contractor” shall have the meaning specified on the Cover Sheet.

“Event of Default” has the meaning set forth in Section 9.01(a).

“Extension Option” means Buyer’s option to extend the Term of this Agreement for an additional five (5) years as set forth in Section 8.02.

“Fair Market Value” means the price that would be negotiated in an arm’s-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to

complete the transaction. Fair Market Value of the System or of Solar Services shall be determined by the mutual agreement of Buyer and Provider; provided, however, if Buyer and Provider cannot mutually agree to a Fair Market Value within ten (10) calendar days before the need to determine Fair Market Value pursuant to the applicable provisions of this Agreement, then the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by Buyer; provided, however, the Fair Market Value of the System, whether determined by the mutual agreement of the Parties or by an independent appraiser, shall not be less than the *sum* of: [(a) the Discounted Cash Flow for the remainder of the Term; (b) the salvage value of the System at the end of the Term; and (c) Provider's closing costs.]

"Financial Incentives" means all available (including, without limitation, utility) financial incentives relating to the installation or ownership of the System (including, without limitation, governmental and private party renewable energy credits, grants, and rebates), and all federal, state and local tax benefits (including, without limitation, deductions, credits, grants and other allowances), and tax attributes relating to the System.

"Forecasted Production" means: (a) if the System physically provided Solar Services during each calendar day of the applicable period of the previous year, the cumulative amount of such Solar Services; or (b) if the System did not physically provide Solar Services during each calendar day of the applicable period of the previous year, the amount of kWhs that the System would have produced during such period, as reasonably calculated by Provider based on the historical capacity of the system and insolation of the Premises, as adjusted for seasonal factors.

"Force Majeure" means an event or circumstance that prevents one Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Effective Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided; provided, however that with respect to the System, Force Majeure means an event or circumstance that prevents all or any portion of the System from operating. Force Majeure shall not be based on: (a) the impossibility for one of the Parties to obtain any Approval necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement; or (b) where Buyer is the Claiming Party, any action taken by Buyer in its governmental capacity.

"Governing Law" has the meaning specified on the Cover Sheet.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Hazardous Substances" shall mean any flammable explosive or radioactive material, petroleum or petroleum product, or any "toxic substance", "pollutant", "contaminant", "hazardous material", "hazardous substance", "hazardous waste", or words of similar import, as defined under any Applicable Law.

"Indemnified Parties" has the meaning set forth in Section 15.06(a).

"Installation Date" shall mean the date by which the Installation Work must commence, as specified on the Cover Sheet.

"Installation Work" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof.

"Interconnection Agreement" means that certain agreement specified on the Cover Sheet between Buyer and Local Electric Utility, as amended, restated or revised.

"kWh Rate" has the meaning specified in the definition of "Solar Services Payment".

"Lender" has the meaning set forth in Section 15.04.

"Lender Security Interest" has the meaning set forth in Section 15.04.

“Liability Waiver and Assumption Agreement” means the form attached hereto as Exhibit B.

“Liens” has the meaning set forth in Section 6.01(c).

“Local Electric Utility” has the meaning set forth on the Cover Sheet, or such other local electric distribution owner and operator providing electric distribution and interconnection services to Buyer at the Premises as of the Effective Date, or any Person succeeding to such role after the Effective Date.

“Losses” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all reasonable attorneys’ fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“Maintenance Provider” means any third party, including, but not limited to, Provider’s representatives, agents, contractors, subcontractors and advisors, selected by Provider in its sole discretion, that performs System Operations on the System or removes the System from the Premises at the direction of Provider.

“Metering System” has the meaning set forth in Section 1.04(b)(i).

“Net Settlement Amount” means the net, aggregate or setoff, as appropriate, of any and all amounts owing between the Parties, as calculated by Provider, including, without limitation, the Early Termination Value, any unpaid amounts under Article VII, and any amounts owed to Buyer under any other agreement or arrangement between the Parties.

“Non-Defaulting Party” means the Party that is not the Defaulting Party.

“Non-default Rate” means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund the relevant amount.

“Notice to Proceed” has the meaning in Section 2.01(a).

“Option Price” means an amount equal to the *greater* of: (a) the Fair Market Value of the System, or (b) the Early Termination Value for the year in which the Purchase Option is exercised as specified on the Cover Sheet.

“Ownership” or “Own” refers to, with respect to Provider, ownership of the System either through a direct ownership interest or through a leasehold interest.

“Party” or “Parties” has the meaning set forth in the Cover Sheet.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Premises” means the Project Site and all surrounding property to which Buyer holds title at the Address.

“Production” means, for any period of determination, the total kWh of Solar Services delivered to the Delivery Point during such period of determination, as recorded by the Metering System, including Production deemed to have occurred pursuant to Section 7.03.

“Project Documents” means: (a) the Liability Waiver and Assumption Agreement between the Parties and the EPC Contractor, in a form substantially similar to Exhibit B; (b) any Liability Waiver and Assumption Agreement between the Parties and a Provider Contractor, in a form substantially similar to Exhibit B; (c) those documents specified on the Cover Sheet as Project Documents; and (d) all other documents necessary or incidental thereto; all as permitted to be amended, modified or supplemented from time to time.

“Project Site” means the project site identified and described on the Cover Sheet.

“Provider” has the meaning set forth in the Cover Sheet.

“Provider Contractor” means any third party, including, but not limited to, Provider’s representatives, agents, contractors, subcontractors and advisors, selected by Provider in its sole discretion, that performs Work on the System or removes the System from the Premises at the direction of Provider.

“Prudent Electric Practices” means those practices, methods, standards, and equipment commonly used, from time to time, in electrical engineering and operations to operate electrical equipment with safety, dependability and efficiency and in accordance with the National Electrical Safety Code, the National Electrical Code and the standards of the Institute of Electrical and Electronic Engineers, the National Electrical Manufacturers Association, the North American Electric Reliability Council, and the American National Standards Institute and any other applicable statutes, codes, regulations and/or standards.

“Purchase Option” has the meaning set forth in Section 9.04(a).

“Rebate Assignment Agreement” means the form attached hereto as Exhibit C.

“REC Value” means: (a) where there is a liquid market for such RECs, the cost to Provider to purchase RECs (for the avoidance of doubt, Provider may use quotes from unaffiliated third-parties to prove the cost of such RECs and need not actually purchase equivalent RECs); (b) where the rate for such REC is fixed by Applicable Law, the Forecasted Production relating to such RECs *multiplied by* such rate; or (c) if neither of the above clauses (a) or (b) apply, then the value of the applicable RECs, as reasonably determined by Provider.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by Applicable Law indicating generation of a particular quantity of energy, or product associated with the generation of a specified quantity of energy from the System. A REC may include some or all additional Environmental Attributes associated with the generation of Solar Services, and those Environmental Attributes may, but need not be, verified or certified, or disaggregated, retained or sold separately. A REC is separate from the Solar Services produced, and are retained by the Provider pursuant to Section 3.01.

“Required Rebate” has the meaning set forth in the Cover Sheet.

“Solar Services” means the supply of on-site electrical energy output Produced by the System.

“Solar Services Payment” means the *sum* of: (a) the *product* of (i) the Production delivered to the Delivery Point in the preceding month, and (ii) the price per kWh for Solar Services for the year in which such Production was delivered to the Delivery Point as specified on the Cover Sheet (the “kWh Rate”); and plus (b) any Additional Expenses.

“System” means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described on the Cover Sheet and Exhibit E and interconnected with the Local Electric Utility, Owned by Provider and installed at the Premises as described in Exhibit E and Exhibit G.

“System Acceptance Testing” has the meaning set forth in Section 1.03.

“System Operations” means the operation and maintenance of the System, in accordance with Exhibit G and Exhibit H.

“Term” has the meaning set forth in Section 8.01.

“Venue” has the meaning specified on the Cover Sheet.

**EXHIBIT B**

**Form of Liability Waiver and Assumption Agreement**

**Not Used.**

**EXHIBIT C**

**[Form of Rebate Assignment Agreement]**

**Not Used.**

**EXHIBIT D**

**Acknowledgment and Confirmation**

This Acknowledgement and Confirmation, dated as of February 27, 2023 (this "Acknowledgement"), is made by Story County Conservation ("Buyer") under that certain Solar Power and Services Agreement dated February 27, 2023 (as amended from time to time, the "SPSA") with Red Lion Story County Solar, LLC ("Provider"). This Acknowledgement is provided pursuant to Section 15.04 of the SPSA to TBD ("Lender"), which is providing financial accommodations to Provider.

The solar photovoltaic system (the "System") to be installed, operated and maintained by Provider pursuant to the SPSA is located at Buyer's facility at 2 locations on County-owned property in Zearing, IA (the "Premises").

1. Acknowledgement of Collateral Assignment.

- (a) Buyer acknowledges the collateral assignment by Provider to Lender, of Provider's right, title and interest in, to and under the SPSA, as consented to under Section 15.04 of the SPSA.
- (b) Lender as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Provider's interests in the SPSA, including those rights provided to Lender in Section 15.04 of the SPSA.
- (c) Buyer acknowledges that it has been advised that Provider has granted a first priority security interest in the System to Lender and that Lender has relied upon the characterization of the System as personal property, as agreed in the SPSA in accepting such security interest as collateral for its financial accommodations to Provider.
- (d) If Lender exercises its rights under Section 15.04, Buyer agrees to make all payments due Provider under the SPSA to Lender at the following address:

Decorah Bank & Trust  
202 East Water Street, Suite 101Decorah, IA 52101Attention: Mike Ludeking, 800-473-6690  
Reference: Red Lion Story County Solar LLC

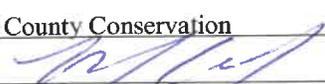
[to the following account TBD:]

2. Confirmation. Buyer confirms the following matters for the benefit of Lender:

- (a) To Buyer's knowledge, there exists no event or condition that constitutes a default, or that would, with the giving of notice or lapse of time, constitute an event of default, under the SPSA.
- (b) Buyer has approved the System as installed at the Premises.
- (c) Buyer is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises which could attach to the System as an interest adverse to Lender's security interest therein.

BUYER

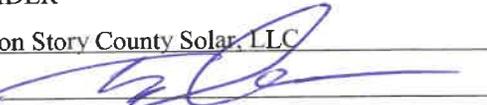
Story County Conservation

By: 

Name: Michael D. Cox

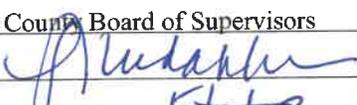
PROVIDER

Red Lion Story County Solar, LLC

By: 

Name: Terry Puarok

Story County Board of Supervisors

By: 

Name: ~~51233~~ LINDA MURKEN

**EXHIBIT E**

**PROJECT SPECIFICATIONS**

This project has multiple arrays located on property owned by the Story County, Iowa. Individual site descriptions and layouts are depicted in this Exhibit.

**Sites Locations:**

Dakins Lake Park  
70613 130th Street  
Zearing, IA 50278

Dakins Lake Park  
12635 710<sup>th</sup> Avenue  
Zearing, IA 50278

**Site Descriptions and Layouts:**

All solar arrays are tied into the existing facility electrical systems on the facility side of the meter and to internet access at each facility. Individual revenue grade meters are included at each location.

Module nameplate wattage may vary depending on equipment availability at time of order. Individual site array sizes are as follows:

<b>Story County Conservation</b>	<b>Solar Array Size (kW-DC)</b>
Meter 1 Campground	14
Meter 2 Campground	19
Meter 3 Shower House	8
Meter 4 Restroom	6
Meter 5 East Campground	2
<b>Total Solar</b>	<b>49</b>

## Solar Layout Summary

### Dakins Lake Park

- There are 5 different meters at the park.
- A ground array co-located near the shower house and fed to each of the 4 meters on the west side is planned. A separate small pole mounted system is located on the east camping area for its meter and is virtual metered based on production from Meter 1. Fencing included around the combined array for meters 1-4. Solar array for meter 5 will be pole-mounted and not require fencing.



<b>Story County Conservation</b>	<b>Dakins 1</b>	<b>Dakins 2</b>	<b>Dakins 3</b>	<b>Dakins 4</b>	<b>Combo Ground 1-4</b>	<b>Dakins 5</b>	<b>Total*</b>
<b>Solar</b>							
Solar Array Size (kW-DC)	14	19	8	6	47	2	49
Solar Annual Production (kWh)	19,028	25,744	11,193	7,835	63,800	3,358	67,158
Current Annual Usage (kWh)	18,880	26,320	11,259	7,826	64,285	4,024	68,309
Electrical Usage Offset	100.8%	97.8%	99.4%	100.1%	99.2%	83.4%	98.3%



**EXHIBIT F**

**Power Purchase Agreement (PPA) Term Sheet**

Project: Story County Conservation  
 Location: Ames, IA  
 Option: Solar Portfolio  
 Solar array size (DC): 49 kW-dc  
 Anticipated year 1 energy 67,158 kWh  
 Initial Rate: \$ 0.1150 cents/kWh Year 1+ 2.5%/yr after (blended, see below)  
 PPA Term: 20 years  
 Annual escalator: 2.50% escalator for all years on PPA rate and capacity.  
 Other: Meter 5 virtually metered based on Meter 1.

**Rate & Buyout Schedule**

Year	Electricity Rate	Est. Buyout Price		Year	Electricity Rate	Est. Buyout Price
1	\$0.1150	--		11	\$0.1472	\$ 77,683
2	\$0.1179	--		12	\$0.1509	\$ 69,714
3	\$0.1208	--		13	\$0.1547	\$ 61,587
4	\$0.1238	--		14	\$0.1585	\$ 53,299
5	\$0.1269	--		15	\$0.1625	\$ 44,847
6	\$0.1301	\$ 115,258		16	\$0.1666	\$ 36,227
7	\$0.1334	\$ 108,036		17	\$0.1707	\$ 27,435
8	\$0.1367	\$ 100,670		18	\$0.1750	\$ 27,435
9	\$0.1401	\$ 93,157		19	\$0.1794	\$ 27,435
10	\$0.1436	\$ 85,496		20	\$0.1838	\$ 27,435
				21	TBD	\$ -

\*PPA contracting through Red Lion Renewables, LLC or its affiliates.

Early termination is subject to additional costs if removal is required.

\*\*Purchase price subject to fair market value assessment per IRS.

Subject to investor and credit approval.

SRECs owned by Red Lion Renewables, LLC or its affiliates.

## **EXHIBIT G**

### **PROJECT-SPECIFIC CONTRACT TERMS AND MODIFICATIONS**

The following modifications to the contract terms and conditions are:

1. Buyer shall maintain budget appropriations and approvals to perform its obligations under this Agreement including payments for energy throughout the term of the contract.
2. Payments will be made within 45 days of invoice to account for approval of the county conservation board during regularly scheduled board meetings.
3. Buyer agrees to prevent building of shade producing structures or landscaping that would provide more shade than is currently received on the solar arrays at time of contracting. Should Buyer wish to add shade producing obstructions, Buyer shall either purchase the system at fair market value or pay for the relocation of the solar array on premises, or compensate for the difference in solar production at a mutually agreeable value.
4. Provider allowed to place signage on arrays for information and marketing purposes. Signage to be approved by Buyer prior to being placed on site.
5. Meter 5 for the east campground will be virtually metered based on production meter on Meter 1. No direct monitoring equipment will be installed for Meter 5.
6. Buyer to maintain vegetation under/around solar arrays to prevent shading of the solar modules.

**EXHIBIT H**  
**PROJECT SCHEDULE**

Construction activities and completion scheduled for 2023.

**EXHIBIT I**

**OPERATIONS AND MAINTENANCE DUTIES**

**Annual Planned Maintenance Schedule – Solar Facilities**

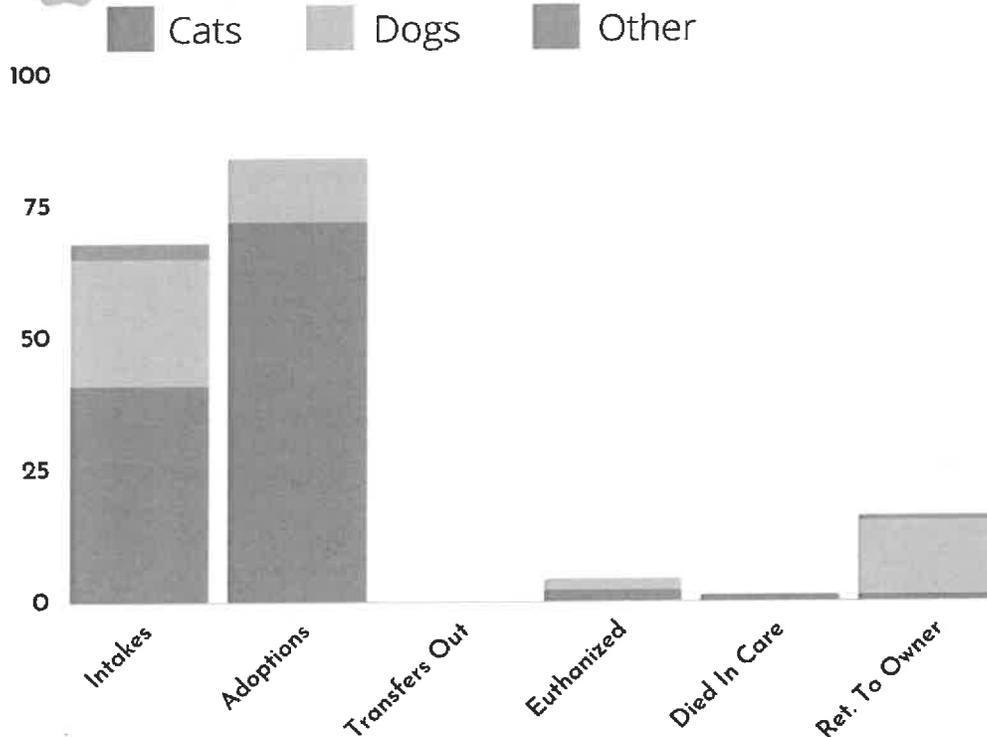
Operations and maintenance duties performed by Red Lion Renewables and/or its contractors.



**Story County Animal Control and Shelter**  
Quarterly Report: January 1<sup>st</sup> 2023 – March 31<sup>st</sup> 2023

	January	February	March	Total
Cat Intakes	14	11	16	41
Cats Adopted	24	21	27	72
Cats Transferred to another rescue	0	0	0	0
Cats Euthanized(medical)	1	0	1	2
Cats Died in Care	1	0	0	1
Cats Returned to Owner	0	0	1	1
<hr/>				
Dog Intakes	5	13	6	24
Dogs Adopted	3	4	5	12
Dogs Transferred to another rescue	0	0	0	0
Dogs Euthanized(medical)	0	0	1	1
Dogs Euthanized(behavior)	1	0	0	1
Dogs Died in Care	0	0	0	0
Dogs Returned to Owner	2	8	4	14
<hr/>				
Other Animal Intakes	1	1	1	3
Other Animals Transferred	0	0	1	1
Other Animals Adopted	0	0	0	0

 **A LOOK AT OUR NUMBERS**



## Animal Control Calls:

Reason	Count
Animal Abuse	2
Bite Case	2
Complaint	2
Confined Stray	18
Dead Animal	4
Disturbance	1
Hit By Car	1
Injured	5
Issued Order of Restraint	1
Neglect	1
Nuisance	1
Other	1
SCSO Assist	1
Un-Confined Stray	6
Welfare Check	2

Current Animal Population 4/27/2023: Dogs – 8, Cats -56, Rabbit - 1

Animals in Foster Care as of 1/25/2023: Dogs – 1, Cats – 8, Rabbit - 1

Donations Received:	January	February	March	Total
	\$4,589.25	\$1,561.13	\$5,785.66	\$11,936.04

## Looking Back

Animal Intakes the beginning of the year slowed down. This gave staff time to hold another kids event called Book Buddies in February. Children had fun reading to the cats and making valentines for the animals waiting to find their forever homes. The Chasin Tails crew helped coordinate a meat and cheese palooza fundraiser where they raised \$1,819.00 for the animals. Plucky Paws Shelter Volunteers provided help with cleaning, enrichment, and socialization as well. In total there were 131 volunteer hours last quarter. Staff education included a TNR Certification workshop with Neighborhood Cats, and Feline Lifesaving through Maddies Fund.

### Meat and Cheese Palooza & Valentines from Book Buddies

