

The Board of Supervisors met on 12/11/18 at 10:00 a.m. in the Story County Administration Building. Members present: Rick Sanders, Martin Chitty, and Lauris Olson, with Sanders presiding. (all audio of meetings available at storycountyia.gov).

MINUTES: 12/4/18 Minutes – Olson moved, Chitty seconded the approval of Minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

PERSONNEL ACTIONS: 1) pay adjustment, effective 12/23/18, in a) Planning and Development for Stephanie Jones @ \$18.97/hr; b) Sheriff's Office for Clark Blau @ \$2,309.60/bw; Emily Carlson @ \$1,789.60/bw; Stephanie Cunningham @ \$1,677.60/bw; Cody Hamilton @ \$2,006.40/bw; Loretta Smith @ \$2,103.20/bw; 2) pay adjustment correction-Resolution FY19, effective 6/24/18, in Attorney's Office for Mindy Vickers @ \$17.72/hr; 3) pay adjustment correction, effective 7/8/18, in Secondary Roads for Ryan Peterson @ \$24.70/hr. Chitty moved, Olson seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 12/13/18 Claims of \$ 854,671.98 (run date 12/07/18, 32 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$4,898.18), BooST School Ready Services (\$43,416.80), BooST Early Childhood (\$6,950.06), Emergency Management (\$1,401.48), E911 surcharge (\$5,922.24), County Assessor (\$3,563.64), Ames City Assessor (\$17,591.58). Olson moved, Chitty seconded the approval of Claims as presented. Roll call vote. (MCU)

Sanders stated Item #6 will be removed for individual consideration at next week's [12/18/18] meeting. Chitty moved, Olson seconded the approval of Consent Agenda as presented with the noted change.

1. Agreement between Guardian Alliance Technologies Inc and Story County for technology services subscription, effective 12/11/18-6/30/19, for \$995.00
2. Contract for Highway Right-of-Way with Henry Joe Sandve for the purchase of permanent easement for \$275.00 (Project No. L-COL19-73--85)(Parcel No. 16-18-400-300)
3. Contract for Highway Right-of-Way with Henry Joe Sandve for the purchase of permanent easement for \$275.00 (Project No. L-COL19-73--85)(Parcel No. 16-19-200-110)
4. 28E Agreement between Story County, City of Ames, Iowa State University (ISU), and the Story County 911 Service Board, effective 12/18/18
5. Emergency Management Quarterly Report
7. Change Order #8 between Boulder Contracting, LLC and Story County Conservation for the Tedesco Environmental Learning Corridor (TELC) Bid Package 2 for \$76,364.00
8. Federal-Aid Agreement with Iowa Department of Transportation (IDOT) for an Iowa's Transportation Alternatives Program (TAP) project for hard surfacing and trail improvements on the Heart of Iowa Nature Trail (HOINT) between the cities of Slater and Huxley
9. Road Closure Resolution: #19-23
10. Utility Permit: #19-23

Roll call vote. (MCU)

FIRST CONSIDERATION OF ORDINANCE NO. 280, AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY AND RESOLUTION #19-47 CORNERSTONE TO CAPSTONE (C2C)

FUTURE LAND USE MAP AMENDMENT – FRIEDRICH DOTSON FARMS REZONING – Jerry Moore, Planning and Development (P&D) Director, reported on background information, review process, and comments received from general public. The Planning and Zoning (P&Z) Commission considered the amendment at its 12/5/18 meeting and the motion failed. Emily Zandt, County Planner, reported on property ownership and location, current zoning, current and proposed use, and rezoning standards of approval. Zandt reported on the C2C Future Land Use Map Amendment Standards, designations, principles of natural areas, standards of approval, inter-agency review team comments, public comments and discussion from the P&Z Commission meeting. She provided points to consider and stated staff recommends approval with conditions. Zandt reviewed the conditions, and reported on alternatives. Sanders clarified the process under consideration today is the rezoning. Discussion took place. Sanders opened the public hearing at 10:55 a.m. Robert Dotson, property trustee, reported on the history of the property. Kurt Friedrich, Friedrich Iowa Realty, spoke about the process, and provided additional detail. Sanders opened the public hearing at 10:55 a.m. John Johnson, Ames, opposes. Moore provided detail on the standards of the Land Evaluation and Site Assessment (LESA) scoring. He reported on drainage, traffic, natural resources, and buffering. Rory Reilly, Franklin Township, opposes. Teri Gallahan, Gilbert, opposes. Kathy Fromm, Franklin Township, opposes. Linda Murken, Franklin Township, reported on the P&Z Commission meeting and definitions. Cindy Hildebrand, Grant Township, supports. Seeing no further comments, Sanders closed the public hearing at 12:03 p.m. Discussion took place. Margaret Jaynes, Environmental Health Director, reported for on-site options for waste water. Olson moved, Chitty seconded the approval of First Consideration of Ordinance No. 280, and Resolution #19-47, the proposed rezoning from the A-1 Agricultural District to the R-1 Transitional Residential District (Ordinance No. 280) and the Story County C2C Future Land Use Map Amendment from Agricultural Conservation Area and Natural Resource Area to the Rural Residential Area for the northwest, northeast, and southeast quarter quarters of Section 7 of Franklin Township (Resolution #19-47) with amended conditions. Roll call vote. (MCU) Zandt stated she will return for the Second Reading on 12/18/18.

CONSTRUCTION PERMIT APPLICATION FOR RICHLAND 10, A CONFINEMENT FEEDING OPERATION, SUBMITTED BY LONGVIEW PORK, LLC, LOCATED IN RICHLAND TOWNSHIP, SECTION 10 – Sanders stated

the Board will receive public comments for all three confinement animal feeding operations (CAFOs) and then vote on each application separately. He provided an overview of the process. Olson provided additional detail on limitations, local control, and master matrix scoring. Ethan Anderson, Civil Attorney, provided relevant portions of the *Code of Iowa*, and an overview of master matrix scoring and governing regulations. Anderson reported that Story County provides notice and chooses to hold a public hearing to provide a forum for public comments. Margaret Jaynes, Environmental Health Director, reported on the letters, emails and phone calls she had received. She clarified requirements of the *Code of Iowa*, and reviewed the items scored via the master matrix. Jaynes reported on the authority and responsibilities of the Iowa Department of Natural Resources (DNR). Chitty asked about violations for

current CAFOs. Jaynes reported on complaints. Scott Henry, applicant, provided detail on the planned operations and stated family members will be living and working at these facilities. Discussion took place. Sanders opened the public hearing at 1:02 p.m. Dave Struthers, Collins Township, supports. Diane Rugg, Richland Township, opposes. Kim, James and Paul Stephens, Nevada Township, oppose. Katherine Fromm, Franklin Township, opposes. Barbara Kenney, Richland Township, opposes. Jessica Fears, Ames, reported on studies, nuisance cases and opposes. Luke Spence, Nevada; opposes. Grant Dewell, Richland Township; stated concerns about the smell, truck traffic, property value, and urged the use of due diligence. Linda Murken, Franklin Township, stated the County can lower master matrix score and deny, requiring a DNR scoring, and opposes. Debra Thompson, Richland Township, reported on health issues, and opposes. Susie Petra, Ames, reported on master matrix scoring, and opposes. Jim Frevert, Nevada, supports. Jack Troeger, Ames, opposes. Mark Edwards, Boone, opposes. Tasida Barfoot, Ames, opposes. Mark Harris, Milford Township, opposes. Brenda Brink, Palestine Township, opposes. Pat Schlarbaum, Milford Township, reported on the conservation pledge, and opposes. Carolyn Raffensperger, Ames, opposes. Wendie Schneider, Nevada Township, opposes. Matt Mardesen, Nevada City Administrator, reported on Nevada City Council hearing, and read comments and concerns. John Klaus, Ames, opposes. Ted Rasmusson, New Albany Township, reported on family farming, and stated concerns. Jamie and Charlie Carsrud, Nevada, reported on concerns, and oppose. Jean Watts, Nevada, opposes. Joe Rippetoe, Ames, opposes. Martha Atkins, Ames, opposes. Cindy Hildebrand, Grant Township, opposes. Margaret Jaynes, Ames, reported on the process, and recommended denial due to comments. Karen Stein, Ames, opposes. Bill Holstine, Nevada, supports. TJ Coughenour, Indian Creek Township, supports. Brian Sampson, Howard Township, supports. Craig McEnany, Richland Township, supports. Seeing no further comments, Sanders closed the public hearing at 3:29 p.m. Olson stated opposition to the applications. Chitty stated any change in the process needs to come from the legislature. Sanders stated his role is to facilitate growth; the applicants have complied with the law, and he will support these applications. Chitty moved, Sanders seconded to approve the Construction Permit Application for Richland 10, a Confinement Feeding Operation, submitted by LongView Pork, LLC, located in Richland Township, Section 10. Roll call vote. Chitty aye, Sanders aye, Olson nay. Motion passes.

CONSTRUCTION PERMIT APPLICATION FOR RICHLAND 28, A CONFINEMENT FEEDING OPERATION, SUBMITTED BY LONGVIEW PORK, LLC, LOCATED IN RICHLAND TOWNSHIP, SECTION 28 – Chitty moved, Sanders seconded to approve the Construction Permit Application for Richland 28, a Confinement Feeding Operation, submitted by LongView Pork, LLC, located in Richland Township, Section 28. Roll call vote. Chitty aye, Sanders aye, Olson nay. Motion passes.

A CONSTRUCTION PERMIT APPLICATION FOR RICHLAND 29, A CONFINEMENT FEEDING OPERATION, SUBMITTED BY LONGVIEW PORK, LLC LOCATED IN RICHLAND TOWNSHIP, SECTION 29 – Chitty moved, Sanders seconded to approve the Construction Permit Application for Richland 29, a Confinement Feeding Operation, submitted by LongView Pork, LLC, located in Richland Township, Section 29. Roll call vote. Chitty aye, Sanders aye, Olson nay. Motion passes.

Chitty moved, Olson seconded to adjourn at 3:47 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Tentative Agenda
12/11/18

1. CALL TO ORDER: 10:00 A.M.
2. PLEDGE OF ALLEGIANCE:
3. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
4. CONSIDERATION OF MINUTES:

- I. 12/4/18 Minutes

Department Submitting Auditor

5. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

1) pay adjustment, effective 12/23/18, in a) Planning & Development for Stephanie Jones @ \$18.97/hr; b) Sheriff's Office for Clark Blau @ \$2,309.60/bw; Emily Carlson @ \$1,789.60/bw; Stephanie Cunningham @ \$1,677.60/bw; Cody Hamilton @ \$2,006.40/bw; Loretta Smith @ \$2,103.20/bw; 2) pay adjustment correction- Resolution FY19, effective 6/24/18, in Attorney's Office for Mindy Vickers @ \$17.72/hr; 3) pay adjustment correction, effective 7/8/18, in Secondary Roads for Ryan Peterson @ \$24.70/hr.

Department Submitting HR

6. CONSIDERATION OF CLAIMS:

- I. 12/13/18 Claims

Department Submitting Auditor

Documents:

CLAIMS 121318.PDF

7. 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 Agreement Between Guardian Alliance Technologies Inc And Story County For Technology Services Subscription Effective 12/11/18 – 6/30/2019 For \$995.00

Department Submitting Sheriff

Documents:

GUARDIAN ALLIANCE.PDF

- II. Consideration Of Contract For Highway Right Of Way With Henry Joe Sandve For The Purchase Of Permanent Easement For \$275.00 (Project No. L-COL19-73--85)(Parcel No. 16-18-400-300)

Department Submitting Engineer

Documents:

ROW SANDVE 16 18 400 300.PDF

- III. Consideration Of Contract For Highway Right Of Way With Henry Joe Sandve For The Purchase Of Permanent Easement For \$275.00 (Project No. L-COL19-73--85)(Parcel No. 16-19-200-110)

Department Submitting Engineer

Documents:

ROW SANDVE 16 19 200 110.PDF

- IV. Consideration Of 28E Agreement Between Story County, City Of Ames, Iowa State University And The Story County 911 Service Board Effective 12/18/2018

Department Submitting Sheriff

Documents:

28E STORYCOMM.PDF

- V. Consideration Of Emergency Management Quarterly Report

Department Submitting Auditor

Documents:

18 12 05 BOS PRESENTATION.PDF

- VI. Consideration Of A Request From The Iowa Department Of Natural Resources To Award A Construction Contract For The Hickory Grove Lake Restoration Project To RW Excavating Solutions, LC Award Not To Exceed \$860,782.25

Department Submitting Conservation

Documents:

URGE MEMO HGP PHASE2 DNR AWARD CONTRACT.PDF
REQUEST FOR HICKORY GROVE LAKE RESTORATION CONTRACT.PDF

- VII. Consideration Of Change Order 008 Between Boulder Contracting, LLC And Story County Conservation For The Tedesco Environmental Learning Corridor Bid Package 2 For \$76,364

Department Submitting Conservation

Documents:

URGE MEMO TELC PH2 CO 008.PDF
CHANGE ORDER 8 TELC BID PKG 2.PDF

- VIII. Consideration Of Federal-Aid Agreement With The Iowa Department Of Transportation For An Iowa's Transportation Alternatives Program (TAP) Project For Hard Surfacing And Trail Improvements On The Heart Of Iowa Nature Trail Between Slater And Huxley

Department Submitting Conservation

Documents:

IOWA DOT FEDERAL AID AGREEMENT FOR CIRTPA GRANT.PDF
MEMO.PDF

- IX. Consideration Of Road Closure Resolution(S): #19-023

Department Submitting Engineer

Documents:

RC 19 23.PDF

- X. Consideration Of Utility Permit(S): #19-23

Department Submitting Engineer

Documents:

UT 19 023.PDF

8. PUBLIC HEARING ITEMS:

- I. First Consideration Of Ordinance No. 280, Amending Certain Boundaries Of The Official Zoning Map Of Story County And Resolution #19-47 C2C Future Land Use Map Amendment – Friedrich Dotson Farms Rezoning – Emily Zandt

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
APPLICATION AND NARRATIVE.PDF
2018 11 19 PROPOSED REZONING MAPS.PDF
GILBERT PRAIRIE REPORT TROSBURG 2018.PDF
ORDINANCE NO 280 REZONING.PDF
RESOLUTION 19 47 C2C FUTURE LAND USE MAP AMENDMENT.PDF

- II. Discussion And Consideration Of A Construction Permit Application For Richland 10, A Confinement Feeding Operation, Submitted By LongView Pork, LLC, Located In

Richland Township, Section 10 - Margaret Jaynes

[CLICK HERE TO VIEW APPLICATION DOCUMENTATION](#)

Department Submitting Environmental Health

- III. Discussion And Consideration Of A Construction Permit Application For Richland 28, A Confinement Feeding Operation, Submitted By LongView Pork, LLC, Located In Richland Township, Section 28 - Margaret Jaynes

[CLICK HERE TO VIEW APPLICATION DOCUMENTATION](#)

Department Submitting Environmental Health

- IV. Discussion And Consideration Of A Construction Permit Application For Richland 29, A Confinement Feeding Operation, Submitted By LongView Pork, LLC Located In Richland Township, Section 29 - Margaret Jaynes

[CLICK HERE TO VIEW APPLICATION DOCUMENTATION](#)

Department Submitting Environmental Health

9. ADDITIONAL ITEMS:
10. AGENCY REPORTS:
11. DEPARTMENTAL REPORTS:
12. OTHER REPORTS:
13. PUBLIC FORUM #2:
Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.
14. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:
15. ADJOURNMENT:

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

Story County Board of Supervisors
Meeting
12/11/18

<u>NAME</u>	<u>ADDRESS</u>
T. J. Conkover	29281 650 th Ave Matwell, IA
Michael McEnany	22618 650 th Ave Nevada, IA
Craig McEnany	65622 210 th Ave, Nevada, IA
DIANE RUGG	17331 670 th Ave Nevada
Teri Gallahan	112 School - Gilbert
Katherine Bjornum	3531 G.W. Carver Ames
Jessica Fears	4415 Schubert St
Debra K Thompson	16125 670 th Ave McCallsburg
LARRY K. PENLAND	1595 NW 102 nd ST CLIVE, IA
Luke Spence	732 J Ave Nevada
Jessica Henry	21391 620 th Ave Nevada, IA 50201
Robert A. Dotson	101 N. Hall St. Algona 50511
Stephanie Spence	732 J Ave 50201
Cheryl Birzen	707 Burnett 50010 (Ames)
Jack Troeger	1009-16 th St. Ames 50010
Roy & Janet K. Beale	65457 Richland St.
Ted Rasmussen	71751 US Hwy 30 Co 6 50056
Mary Sand	245 Todd Circle Ames 50014
Ann Wilbur	64626 170 th St. Nevada 50201
Caroline Paffenspeyr	3703 Woodland Ames 50014
Pat Schlarbaum	19775 680 th Ave, Nevada 50201
Daniel E. Bopp	1222 2nd St NEVADA IA
Tasida Barfoot	4404 Toronto St, #4 Ames, 50014
MARK EDWARDS	1265-216 th Dr Ames, IA 50006
Chris Erickson	910 Main St McCallsburg
Nach Deters	537 6 th St Nevada
Lindsey Deters	537 6 th St Nevada
Matt Dunham	839 West N Ave Nevada, IA 50201
MARY COCHRAN	1043 C Ave Nevada IA 50201
Jehan Faisal	1316 Coolidge Ames 50010
Jean Watts	1708 7 th Street Nevada
Micha Baum	19103 CUBE Ave Polara, IA
Timothy	18762 460 th Ave Nevada
Bernadette Subit	1229 M. Kenley Dr Ames
Chloe Farber	19585 Winchester Nevada
Jean Prestemon	4606 Dover Drive Ames

Story County Board of Supervisors
Meeting
12/11/18

NAME

ADDRESS

Dean Prostemon
~~Dean H. [unclear]~~
~~Stu [unclear]~~
David Emami
Stuart Ambrose
Janet Heintz
Senna K. [unclear]
Becky Kirschenbaum
DUSTIN WGRAM
Stephen Biggs
Ryan Meltzer
D. [unclear]
Naven Stein

4606 Doven, Ames, IA 50014
21617 650 Phaw 50201
717 5TH ST. NEVADA,
436 Lynne Dr. Nevada 50201
1223 K Ave. Nevada, 50201
719 Grand Ave Ames IA 50010
301 & E 200th Ave Ames
2206 10th St Place, Nevada
304 main St; Ames, IA
2006 Sterensu Dr. Ames IA
1431 2nd St Nevada, IA 50201
BOS
2503 Ridgetop Rd 50014

Story County Board of Supervisors

Meeting

12/11/18

NAME

ADDRESS

James Hasebrock	3385 400 th St Roland IA
Morgan McEnany	65622 210 th St Nevada, IA
Lisa McEnany	65622 210 th St Nevada, IA
Dave Struthers	72865 310 th St Collins
Jacki Meimann	515 Latrobe McCallsburg IA
Todd Lundvall	Box
JOHN JOHNSON	3707 Bridgeport Drive Ames
Jeff Johnson	50355 170 th St
Kimberly Stephens	65207 Indian Creek Trl
Blaine Haysler	16545 650 th Ave Nevada IA
Barbie Jean Kennedy	16545 650 th Ave Nevada IA
James Haysler	16977 670 th Ave Nevada
Barb Kasmussen	16977 670 th Ave Nevada
Brent Tongeson	935 4 th Story City
SUSIE PETRA	2011 Duff Ave - Ames
Barbara Kujic	17477 630 th Ave Nevada IA
Steve Sekura	1009 So. J. Ave Nevada
Rory Reilly	50610 170 th St Ames
Steve Henry	21469 630 th Ave Nevada
SCOTT Henry	21391 620 th Ave. Nevada, IA 50201
Eric Henry	21469 630 th Ave Nevada
Jane Clark	1220 K. Ave Nevada
Paula Tomp	950 Sampson Nevada
Grant Dewell	19835 640 th Ave, Nevada
Rebecca Hoepfner	3803 Ontario Ames
Sun Handwerker	17266 650 th Ave Nevada
Gary Haysler	17244 65 th Ave Nevada
Stacia Link	28263 59 th Cambridge
Bil Cous	20408 620 th Ave Nevada
Barbara Clark	1631 Crestwood Cir, Ames IA
Gordon Lundberg	2601 White Oak Dr. Ames 50014
Linda Lundberg	2601 White Oak Dr. Ames 50014
Ernest Clark	1631 Crestwood Cir Ames
Barb Whulock	1916 Meadow Lane Ave Ames
Jim Frevert	539 Oak Lane, Nevada
Stan & Carol Sevar	67025 213 th St, Nevada

Story County Board of Supervisors
Meeting
12/11/18

NAME

ADDRESS

<u>NAME</u>	<u>ADDRESS</u>
Joan Herink	2134 Tenth St. Place Nevada
Lynn Wilbur	64626 170 th St. Nevada
Kathy Meas	26673 680 th Maxwell
Brenda Brink	29514 US Hwy 69 Huxley
Wendy Schneider	62815 Prairie Winds Dr Nevada
Mark Harris	60371 19 th St Nevada IA
Susan Franzen	2525 Bobcat Drive #318
Fritz Franzen	" " " " " "
Cindy Hildebrand	57439 250 th Ames 50010
Jerry Moore	P.O.
Emily Zandt	P.O.
Lois Haverstein	1040 W Ave Nevada, Ia 50201
Cornie Tjelmeland	12461 650 Ave McCallsburg
Jamie Carson	2328 11 th St. Nevada 50154
Stacie Arstrand	2328 11 th St. Nevada
Kurt Friedrich	100 6 th St. Ames
Michael Foley	2009 Tashkita Nevada
Andrea Little	67258 170 th St. Nevada IA 50201
Ken Siebert	1229 14 th Kenley Dr Ames Ia
Mary Jo Wilcox	36575 Rolling Hills, Maxwell
Leke Coward	17644 500 th Ave Ames
Martha Ann Atkins	1317 Kinyon Circle Ames 50010
Joe Rippe	1317 Kinyon Circle Ames 50010
Michael C. Mey	20267 500 th AVE NEVADA
Ray Wilbur	63227 210 th ST NEVADA
Ann Miller	1315 S BAY, NEVADA, IA 50201
Nancy Dunn	890 Lake Shore Dr. Nevada
Jim Gray	1007 Sumpster Dr Ia 50201
Ben Kerschbaum	
Dianna Dieter	
Keri Katz	2006 Stevenson Dr Ames 50010
Jenny Brown Huber	2335 230 th Place Ames IA 50014
Ethan Anderson	SCAO
Nancy Pomason	742 15 th St. Nevada
John W.	134 J Ave Nevada
Collin Switzer	134 J Ave Nevada

Technology Services Subscription Agreement

This Technology Services Subscription Agreement ("**Agreement**") is made as of this 3rd day of December 2018 by and between Guardian Alliance Technologies, Inc. ("**Guardian**"), located at 11 S. San Joaquin St. #804, Stockton, CA 95202, and the Story County Sheriff's Office ("**Customer**"), located at 1315 South B Ave. Nevada, Iowa 50201.

1. DEFINITIONS.

1.1 "**Customer Data**" means any data, information or material submitted or uploaded by Customer or during its usage of the Services. Customer Data is and shall at all times be owned by Customer.

1.2 "**Services**" means access to and use of Guardian's software system by a specific and limited number of Customer employees as set forth in Exhibit A hereto, including all updates, bug fixes, error corrections or other minor enhancements or improvements thereto.

2. **SERVICES.** Subject to the terms and conditions of this Agreement, Guardian hereby agrees to provide Customer with the Services. Guardian shall use its reasonable efforts to make the Services available online within one business day following the execution of this Agreement. Customer's use of the Services is subject to any restrictions indicated in Exhibit A.

3. LICENSE GRANT.

3.1 **Access and Use Of Customer Data By Guardian.** Subject to the terms and conditions of this Agreement, Customer hereby grants to Guardian permission to access Customer Data in connection with the development, offering and delivery of Guardian's products and services solely to the extent that Guardian does not disclose or otherwise reveal Customer Data to any third parties.

4. **SERVICE LEVELS.** Guardian hereby agrees to provide the Services in accordance with the Service Level Objectives on Exhibit B.

5. **LICENSE RESTRICTIONS.** Customer shall not, directly or indirectly, do any of the following: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services; (ii) modify or create derivative works (as defined under U.S. Copyright laws) based on the Services or any related documentation; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Services; (iv) use the Services for the benefit of any third party; (v) remove any proprietary notices from the Services or any other Guardian materials furnished or made available hereunder; (vi) publish or disclose to third parties any evaluation of the Services without Guardian's prior written consent; (vii) use the Services to develop a database, online or similar database service, or other information resource of any kind (print, electronic or otherwise) for sale to, distribution to, display to or use by others or otherwise create or attempt to create a substitute or similar service or product through use of or access to any of the Services or proprietary information related thereto; (viii) store in a retrieval system accessible to the public, transfer, publish, distribute, display to others, broadcast, sell or sublicense the Services, or any portion thereof; or (ix) pre-fetch, "crawl," "spider," or in any non-transitory manner store or cache any information obtain from the Services (including results or any part or copy or derivative thereof), except that Customer may store data provided by the Services for internal use so long as such storage is done in compliance with all applicable security requirements pertinent to Customer.

6. SECURITY.

6.1 **Customer Account.** Customer is entirely responsible for all activities that occur under Customer's account and all charges incurred from use of the Services accessed with Customer's login information. Customer agrees to immediately notify Guardian of any unauthorized use of Customer's account or any other breach of security known to Customer. Guardian shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements.

6.2 **Security.** Guardian agrees, pursuant to the FBI Criminal Justice Information Services Security Addendum, as set forth in Exhibit C hereto, to maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB). Customer acknowledges that, notwithstanding such security precautions, use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Services and Customer Data. Accordingly, Guardian cannot and does not guarantee the privacy, security, integrity or authenticity of any information so transmitted over or stored in any system connected to the Internet or that any such security precautions will be adequate or sufficient.

7. CUSTOMER SUPPORT. Except as expressly stated on Exhibit A, the Fees include the provision to Customer of Guardian's then-current standard telephone and e-mail support.

8. OWNERSHIP. Customer acknowledges that, as between Guardian and Customer, all right, title and interest in the Services, the results of the Services and all other Guardian materials furnished or made available hereunder, and all derivatives, modifications and enhancements thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are retained solely by Guardian or Guardian's licensors and providers, as applicable. There are no implied rights. All rights not expressly granted by Guardian to Customer are reserved by Guardian. Guardian hereby grants Customer a perpetual, irrevocable license to use the deliverables of Services for its business purposes.

9. CUSTOMER OBLIGATIONS.

9.1 Hardware. As between the parties, Customer is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access and use the Services, and for paying all third-party fees and access charges (e.g., ISP, telecommunications, bandwidth, hosting, etc.) incurred while using the Services.

9.2 Customer Data. Customer represents and warrants that it is and will continue to be in compliance with all applicable privacy and data protection laws and regulations with respect to any Customer Data. Customer shall be solely responsible for (i) the accuracy and completeness of all records, databases, data and information provided, submitted or uploaded by Customer or its authorized end users in connection with this Agreement or use of the Services.

9.3 Conduct. Customer is solely responsible for its actions and the actions of its employees using the Services. Customer acknowledges and agrees that (1) Customer is responsible for selecting appropriate remediation for, and resolving, any issues found on Customer's network or in Customer's web traffic through the Services; and (2) Guardian is not liable for, or responsible to, remediate any issues found on Customer's network or in Customer's web traffic through the Services. Customer agrees: (a) to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the Services; (b) not to send or store data on or to the Services which violates the rights of any individual or entity established in any jurisdiction; (c) not to use the Services for illegal, fraudulent, unethical or inappropriate purposes; (d) not to interfere or disrupt networks connected to the Services or interfere with other ability to access or use the Services; and (e) not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; Customer acknowledges and agrees that Guardian neither endorses the contents of any Customer communications or Customer Data or other Customer content nor assumes any responsibility for any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby.

9.4 Acceptable Use. Customer shall not: (i) provide system passwords or other log-in information for the Services to any third party except those specifically authorized to access the Services in this Agreement; (ii) share non-public Guardian system features or content with any third party; (iii) access the Services in order to build, assist, or facilitate the assembly of a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to discover or directly access the source code or any underlying ideas or algorithms of any portions of the Services or any underlying software or component thereof; or (v) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Services except as expressly permitted by this Agreement. In the event that Guardian suspects any breach of the requirements provided in this Section 2(c), including by way of users of Customer's system, Guardian may suspend Customer's access to the Services for the reasonable time required to confirm or deny suspicion, in addition to other lawful remedies as required.

10. FEES AND TAXES; PAYMENT

10.1 Fees and Payment. Customer agrees to pay the fees set forth on Exhibit A ("Fees"). The Fees are quoted and payable in United States dollars. The Fees are non-refundable. In addition to such Fees, Customer shall pay all applicable sales, use and other taxes or duties (excluding taxes based on Guardian's net income).

10.2 Payments. Customer shall pay all sums due under this Agreement in accordance with agreed payment terms. If Customer fails to pay a license or other fee within thirty (30) days of the due date, Guardian may suspend or terminate Customer's access to the Services and this Agreement immediately upon written notice, in addition to pursuing any other legal remedies available under this Agreement, at law or in equity.

11. TERM. This Agreement commences on the Effective Date and, unless terminated sooner in accordance with this Agreement, continues for the period set forth on Exhibit A. Customer is responsible for all Fees for the applicable term in which termination occurs. Guardian will not issue any refunds except in the case of termination pursuant to Section 12.1 or 12.2 herein. In the event that Guardian terminates this Agreement under Section 12.1 or 12.2 herein, Guardian shall provide Customer with a refund of the fees paid for any unexpired portion of the contract Term.

12. TERMINATION.

12.1 Breach. A party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and does not cure the breach within 30 days of receipt of notice from the non-breaching party specifying the breach, except that the cure period for non-payment is ten days.

12.2 Convenience. Either party may terminate this Agreement at any time upon 30 days' prior written notice.

12.3 Failure to Pay/Customer Conduct. Guardian may suspend or terminate access to the Services, at its sole option, with or without notice to Customer if: (i) any payment is delinquent by more than thirty (30) days, or (ii) Customer breaches Section 9.2 or 9.3 of this Agreement.

12.4 Effect of Termination. Guardian will not be liable to Customer or any third party for suspension or termination of Customer's access to, or right to use, the Services under this Agreement. If Customer or Guardian terminates this Agreement, Customer will be obligated to pay the balance due for the Services, if any. Upon the effective date of expiration or termination of this Agreement for any reason, whether by Customer or Guardian, Customer's right to use the Services will immediately cease. Upon the expiration or termination of this Agreement, Customer access to the Services will terminate and Customer shall cease accessing and using the Services immediately. The definitions, rights, duties and obligation of the parties that by their nature continue and survive, including, without limitation, the payment, confidentiality and indemnity obligations and warranty disclaimer, and the ownership terms and the limitations on liability and consequential damages waiver and the license to the Customer Data, will survive its expiration or termination for any reason. Guardian shall conduct a mass export of Customer's Customer Data files and the database at no cost to Customer and shall then delete and destroy all of Customer Data without notice or any liability to Customer.

12.5 Non-exclusive Remedy. Termination or expiration of this Agreement, in part or in whole, shall not limit either party from pursuing other remedies available to it, nor shall either party be relieved of its obligation to pay all fees that are due and owing under this Agreement through the effective date of termination. Neither party shall be liable to the other for any damages resulting solely from termination as permitted herein.

13. CONFIDENTIALITY.

13.1 Obligations. Each of the parties agrees to maintain in confidence any non-public information of the other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement that a party knows or reasonably should know is considered confidential by the disclosing party ("**Confidential Information**"). The Confidential Information disclosed by a party constitutes the confidential and proprietary information of the disclosing party and the receiving party agrees to treat all Confidential Information of the other in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care. The receiving party shall use Confidential Information of the disclosing party only in performing under this Agreement and shall retain the Confidential Information in confidence and not disclose to any third party (except as authorized under this Agreement) without the disclosing party's express written consent. The receiving party shall disclose the disclosing party's Confidential Information only to those employees and contractors of the receiving party who have a need to know such information for the purposes of this Agreement, and those employees and contractors must have entered into written agreements with the receiving party containing confidentiality provisions covering the Confidential Information with terms and conditions at least as restrictive as those set forth herein.

13.2 Exclusions and Exceptions. Notwithstanding the foregoing, each party's confidentiality obligations hereunder do not apply to information that: (i) is already known to the receiving party prior to disclosure by the disclosing party; (ii) becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure; (iv) is approved for release by written authorization of the disclosing party; or (v) is developed independently by the receiving party without use of, or reference to, the disclosing party's Confidential Information. The receiving party may disclose the disclosing party's Confidential Information pursuant to the requirements of a governmental agency or by operation of law, on condition that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure and reasonably cooperates with the disclosing party in preventing or limiting the disclosure.

13.3 Terms of Agreement. The parties agree that the terms of this Agreement are considered Confidential Information of both parties. Each party may provide a copy of this Agreement in confidence to its advisors, counsel, any bona fide potential investor, investment banker, acquirer, merger partner or other potential financial partner, or as required by the governmental action, including action by the United States Securities Exchange Commission or its equivalent, and in connection with legal action or proceedings concerning this Agreement.

13.4 Destruction or Return of Confidential Information. Upon expiration or termination of this Agreement for any reason, each party shall promptly return to the other party, or destroy, as the parties agree, all copies of the other party's Confidential Information. All copies, notes or other derivative material relating to the Confidential Information shall be promptly retrieved or destroyed, as agreed, and no such material shall be retained or used by the receiving party in any form or for any reason.

14. WARRANTY.

14.1 Limited Warranty. Guardian warrants to Customer that the Services will perform substantially in accordance with the Service Level Agreement set forth on Exhibit B under normal use and circumstances. Customer's sole remedy, and entire liability of Guardian, for breach of the foregoing limited warranty is the remedy on Exhibit B. This limited warranty does not apply to any Services, or portion thereof, that is modified by any party other than Guardian, its agents or as authorized by Guardian in writing or that has been subjected to commercially unreasonable stress or conditions. Both parties understand that software and the Internet have inherent limitations. Customer has sole responsibility for the adequate protection and maintenance of hardware equipment used with the Services.

14.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY WARRANTED IN SECTION 14.1, THERE ARE NO WARRANTIES OR CONDITIONS (WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE ARISING IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE) FOR THE SERVICES OR SUPPORT. GUARDIAN EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. GUARDIAN DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CUSTOMER'S NEEDS OR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL BE ALWAYS AVAILABLE OR AVAILABLE AT ANY PARTICULAR TIME OR THAT THE SERVICES WILL IDENTIFY ALL VIRUSES OR MALWARE OR THAT THE SERVICES WILL NOT OCCASIONALLY MAKE AN ERRONEOUS REPORT.

15. INDEMNIFICATION.

15.1 By Guardian. Guardian shall indemnify, defend or, at its option, settle any third-party claim, suit or proceeding against Customer to the extent based on a claim that the Services (excluding any Third Party Software) infringes any United States patent, copyright, trademark or trade secret and Guardian shall pay any final judgment entered against Customer in any claim, suit or proceeding or agreed to in settlement. Customer will notify Guardian in writing of the claim, suit or proceeding and give all information and assistance reasonably requested by Guardian or its designee. If use of the Services is enjoined, Guardian may, at its option, do one or more of the following: (i) procure for Customer the right to use the Services, (ii) replace the Services with other suitable services or products, or (iii) refund the unearned prepaid portion of the Fees paid by Customer for the Services or the affected part thereof. Guardian will have no liability under this Section 15.1 to the extent a claim or suit is based upon (a) use of the Services in combination with software or hardware not provided by Guardian if infringement would have been avoided in the absence of the combination, (b) modifications to the Services not made by Guardian, if infringement would have been avoided by the absence of the modifications, or (c) use of any version other than a current release of the Services, if infringement would have been avoided by use of a current release. THIS SECTION 15.1 STATES GUARDIAN'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION CLAIMS.

16. LIMITATION OF LIABILITY.

16.1 Limitation on Direct Damages. IN NO EVENT SHALL GUARDIAN'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID TO Guardian UNDER THIS AGREEMENT, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. IN NO EVENT WILL GUARDIAN'S AFFILIATES, LICENSORS OR PROVIDERS BE LIABLE FOR ANY DIRECT DAMAGES OF ANY KIND.

16.2 Waiver of Consequential Damages. IN NO EVENT SHALL GUARDIAN OR ITS AFFILIATES, LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF GUARDIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

16.3 Essential Purpose. The essential purpose of this Section 16 is to limit the potential liability of the parties arising under this Agreement. The parties acknowledge that the limitations set forth in this Section 16 are integral to the amount of consideration levied in connection with the license of the Services and that, were Guardian to assume any further liability, such consideration would out of necessity, been set much higher.

17. NOTICES. All notices to a party shall be in writing and sent to the addresses specified above or such other address as a party notifies the other party, and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

18. INDEPENDENT CONTRACTORS. Customer and Guardian are independent contractors and neither party is the legal representative, agent, joint venturer, partner, franchisor, franchisee or employee of the other party for any purpose whatsoever.

Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

19. REFERENCES. All indices, titles, subject headings, section titles and similar items contained in this Agreement are provided for the purpose of reference and convenience only and are not intended to be inclusive, definitive or to affect the meaning, content or scope of this Agreement.

20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

21. ASSIGNMENT. Neither party shall assign its rights under this Agreement nor delegate any performance (other than the right to receive payments) without the other party's prior written consent, except that a party may, without the other party's consent, assign this Agreement to an affiliate or pursuant to a corporate reorganization, merger, acquisition or sale of all or substantially all of its assets to which this Agreement relates. Any attempted assignment or delegation in violation of the foregoing is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

22. JURISDICTION. All claims arising out of or related to this Agreement will be governed by the laws of the State of Iowa, and will be litigated exclusively in the federal or state courts of the State of Iowa; the parties consent to personal jurisdiction in those courts.

23. REASONABLE CONTROL. Except with respect to payment obligations, neither party is liable for any failure of performance or equipment due to causes beyond its reasonable control, including, but not limited to, the following: (i) acts of God, fire, flood, earthquake, tsunami, storm, or other catastrophes; (ii) any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; (iii) national emergencies, insurrections, riots, wars or acts of terrorism; (iv) unavailability of rights-of-way or materials; or (v) strikes, lock-outs, work stoppages, or other labor difficulties.

24. WAIVER. The parties may waive this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay (a) in exercising any right or remedy, or (b) in requiring the satisfaction of any condition, (c) under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

25. COMPLIANCE. Customer shall comply with all applicable United States, foreign and local laws and regulations, including, without limitation, export control laws and regulations of the U.S. Export Administration.

26. AMENDMENT. The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement. If any part of this Agreement is found invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force.

27. CONSTRUCTION. This Agreement reflects the wording negotiated and accepted by the parties and no rule of construction shall apply against either party.

28. LANGUAGE. This Agreement is proposed and executed in the English language only and any translation of this Agreement into any other language shall have no effect. All proceedings related to this Agreement will be conducted in the English language.

29. ENTIRE AGREEMENT. This Agreement (including the Schedules hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement, if any, are expressly merged into and superseded by this Agreement.

30. MARKETING. Guardian may use Customer's name as part of a general list of customers and may refer to Customer as a user of the Services in its, general advertising and marketing materials.

[Signature Page Follows]

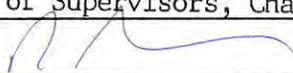
IN WITNESS WHEREOF, the parties are causing this Technology Services Subscription Agreement to be executed by their duly authorized representatives.

"Customer"

[name]: Story County Sheriff's Office

Name: Rick Sanders

Title: Board of Supervisors, Chair

Signature: 

Date: 12/11/2018

"Guardian"

Guardian Alliance Technologies, Inc.:

Name: Ryan Layne

Title: CEO

Signature: 

Date: 12 - 3- 18

EXHIBIT A

SERVICES

Services:	Customer shall be provided with up to 20 Background Investigations Licenses with no limit on User Licenses providing each user with full access to and use of Guardian's software system including all updates, bug fixes, error corrections or other minor enhancements or improvements thereto as well as unlimited telephone and email technical support.
Term:	1 year from the Effective Date.
Fees:	USD \$995 payable upon receipt.
Additional Items:	Guardian will provide Supervisor seat permission to create "view only" staff account(s) as needed via system administration at any time, free of charge. The seat will be classified as an additional "Supervisory" position with no edit options.

Exhibit B

SERVICE LEVEL OBJECTIVES

1. SERVICE AVAILABILITY OBJECTIVES

Guardian will use commercially reasonable efforts to make the Services available 24 hours per day, 7 days per week, excluding Scheduled Downtime and Unscheduled Downtime (as those terms are defined below) and unavailability arising out of or caused by the failure of any third party vendor, the Internet, an emergency or force majeure event, or another reason beyond Guardian's reasonable control ("Services Availability"). The Services will be considered unavailable only when there is no external connectivity for a five minute period and Customer is unable to launch replacement instances. Guardian will use commercially reasonable efforts to meet the following RTO (Recovery Time Objective) and RPO (Recovery Point Objective) targets of 20 hours and 4 hours respectively.

2. SCHEDULED DOWNTIME

A minimum of three days' advance notice will normally be provided for all scheduled downtime to perform system maintenance, backup and upgrade functions for the Services (the "Scheduled Downtime") if the Services will be unavailable due to the performance of such work. Scheduled Downtime will generally not exceed eight hours per calendar month and will normally be scheduled by Guardian in advance during off-peak hours (based on Eastern Time). Guardian will notify Customer via email of any Scheduled Downtime that is expected to exceed two hours.

The duration of Scheduled Downtime is measured, in minutes, as the amount of elapsed time from when the Services are not available to perform operations to the time when the Services become available to perform operations. Daily system logs will be used to track Scheduled Downtime and any other Services outages.

3. UNSCHEDULED DOWNTIME

"Unscheduled Downtime" means any time outside of the Scheduled Downtime when the Services are not available to perform operations, excluding any unavailability caused by the failure of any third party vendors, the Internet, any emergency or force majeure event, or any other reason beyond Guardian's control. The measurement is in minutes.

4. SERVICE LEVEL OBJECTIVES

If Guardian does not meet the Services Availability objectives of this Exhibit B, Customer may notify Guardian in writing of its obligation to address stated issues or concerns. Guardian will provide Customer a documented plan (the "Cure Plan") to address stated issues or concerns within an appropriate period ("Cure Period") of not less than 15 days and not more than 45 days. If Guardian fails to complete its obligations as set forth in the Cure Plan, Customer shall advise Guardian within writing of any remaining issues or concerns not addressed to Customer's reasonable satisfaction. This paragraph states Customer's sole and exclusive remedy, and Guardian's entire liability, for any failure to meet the Services Availability objectives.

Exhibit C Security Addendum Agreement

Agency Identification

Agency Name/ORI

Story County Sheriff's Office / IA0850000

Agency Address

1315 South B Avenue

City, Zip

Nevada, IA 50201

Agency Representative (Title and Name)

Sgt. Nicholas Lennie

Phone Number/Fax Number

(515)382-7528 / (515)382-7479

Email address

nlennie@storycountyiowa.gov

Contractor Identification

Company Name

Guardian Alliance Technologies, Inc.

Company Address

11 S. San Joaquin Street, Suite # 804

City State Zip

Stockton, CA 95202

Contractor Representative (Title and Name)

Ryan Layne, CEO

Phone Number/Fax Number

209.425.5063

Email address

ryan@guardianalliancetechnologies.com

This document is not intended to replace the Security Addendum process identified in the CJIS Security Policy. This document is intended to provide an alternative method for the Security Addendum process in situations where there is no formal or "typical" contract from services between a criminal justice agency and a CJ related vendor. A copy of the contract must be available for audit purposes.

This security addendum agreement incorporates the Security Addendum found in Appendix H of the CJIS Security Policy.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an

appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

1. To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
2. To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
3. To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a) Investigate or decline to investigate any report of unauthorized use;

b) Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

**Information Security Officer Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road Clarksburg
West Virginia 26306**

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Chris Hacia  01 - 01 - 2018
Printed Name/Signature of Contractor Employee Date

Ryan Layne  01 - 01 - 2018
Printed Name/Signature of Contractor Representative Date

Guardian Alliance Technologies, Inc. / CEO 01 - 01 - 2018
Organization and Title of Contractor Representative Date

Signatory Page

The undersigned parties agree that the Security Addendum is now a part of the contract between the entities. The parties agree to abide by all requirements of the Security Addendum and the CJIS Security Policy, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the Security Addendum and/or the CJIS Security Policy, the Security Addendum and the CJIS Security Policy shall govern any information covered by the Security Addendum and/or the CJIS Security Policy.

This agreement is signed and dated by the vendor and criminal justice agency representative(s) who have authority to bind each entity.

<u>Rick Sanders</u>	
Printed Name of Agency Representative	
	
Signature of Agency Representative	<u>Board of Supervisors, Chair</u>
	Title
<u>Story County / IA0850000</u>	<u>12/11/2018</u>
Agency Name and ORI	Date

<u>Ryan Layne</u>	
Printed Name of Vendor (Contractor) Representative	
	
Signature of Vendor (Contractor) Representative	<u>CEO</u>
	Title
<u>Guardian Alliance Technologies, Inc.</u>	<u>12 - 3 -18</u>
Vendor Organization Name	Date

Prepared by/Return to: Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 16-18-400-300
PROJECT No: L-COL19--73-85
ROAD No: 310th St.

THIS AGREEMENT made and entered into this 29th day of November, A.D. 20 18 by and between

HENRY JOE SANDVE

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

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):
The North 17.00 feet of the South 50.00 feet of the East 125.00 feet of the West 1,150.00 feet of the SW¼, SE¼ in Section 18, Township 82 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.15 acres of which 0.10 acres is existing R.O.W.

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

See attached graphical representation

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

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

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

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

	Payment Amount	Agreed Performance
\$	<u>275.00</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>275.00</u>	TOTAL LUMP SUM

BREAKDOWN:		ac.=acres	sq.ft.=square feet			
Land by Fee Title			ac./sq.ft.	\$	Buildings & Improvements	\$
Underlying Fee Title			ac./sq.ft.	\$	Fence <u> </u> rods woven	\$
Permanent Easement	<u>0.05</u>		ac./sq.ft.	\$ <u>250.00</u>	Fence <u> </u> rods barb	\$
Temporary Easement			ac./sq.ft.	\$		
Damages for:						\$
					Future Abstract Entry in the amount of \$25.00	

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

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

X Henry Joe Sanche

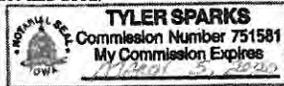
- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such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

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 29th day of November, 20 18, before me, the undersigned, personally appeared Henry Joe Sanche

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



Tyler Sparks
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Darren Moon 12-3-18

Recommended by: Darren Moon P.E., Story County Engineer (Date)

[Signature] 12-11-18

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

Prepared by/Return to: Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 16-19-200-110
PROJECT No: L-COL19--73-85
ROAD No: 310th St

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HENRY JOE SANDVE

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The South 17.00 feet of the North 50.00 feet of the East 125.00 feet of the West 1,150.00 feet of the NW¼, NE¼ in Section 19, Township 82 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.15 acres of which 0.10 acres is existing R.O.W.

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

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

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

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BREAKDOWN:	ac.=acres	sq.ft.=square feet			
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Underlying Fee Title		ac./sq.ft.	\$	Fence _____ rods woven	\$
Permanent Easement	<u>0.05</u>	ac./sq.ft.	\$ <u>250.00</u>	Fence _____ rods barb	\$
Temporary Easement		ac./sq.ft.	\$		
Damages for:					\$
				<u>Future Abstract Entry in the amount of \$25.00</u>	

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

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

X Henry Joe Sandra

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

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 24th day of November, 2018, before me, the undersigned, personally appeared Henry Joe Sandra

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



Tyler Sparks
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Darren Moon 12-3-18

Recommended by: Darren Moon P.E., Story County Engineer (Date)

AA 12-11-18

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

**AN INTERGOVERNMENTAL AGREEMENT BY THE CITY OF AMES IOWA, STORY
COUNTY IOWA, THE STORY COUNTY 911 SERVICE BOARD, AND IOWA STATE
UNIVERSITY FOR THE OWNERSHIP AND OPERATION OF AN INTEROPERABLE
COMMUNICATIONS SYSTEM**

THIS AGREEMENT is made and entered into the 11th day of December, 2018, pursuant to Iowa Code Chapter 28E, by the City of Ames, Iowa, (hereinafter CITY), Story County, Iowa, (hereinafter COUNTY), the Story County 911 Service Board (hereinafter 911 BOARD), and Iowa State University of Science and Technology (hereinafter ISU), for the combined use and benefit of all parties.

PURPOSE

The purpose of this Agreement is to gain economy of operations allowing the parties to purchase the land, equipment and services that will serve as the backbone of an interoperable communications system for participating public safety and public services agencies throughout Story County, and then to operate that system, including the on-going maintenance and improvement of the system, for the benefit of the parties. Interoperable communication systems generally include radio, paging, cellular, and similar systems and technology designed to allow public safety and public service agencies to communicate among themselves and with each other.

BACKGROUND

The parties to this Agreement have recognized that the interoperable communications system that currently provides service to the public safety and public service agencies throughout Story County no longer meets the requirements of the users and needs to be replaced. The parties also recognize that by working together each of the parties will acquire cost effective access to a new system.

In September 2017, the 911 BOARD entered into a contract with Mission Critical Partners (hereinafter referred to as MCP) of Port Matilda, PA, for an interoperable communications systems needs analysis study for all public agencies in Story County. MCP delivered a final report on that study in December 2017. The report called for the replacement of the current interoperable communications system with a new system by joining one of the existing or developing regional radio systems in Iowa. In January 2018, the parties to this Agreement joined together to extend the contract with MCP to, among other requirements, develop and design a functional interoperable communications system, assist in the preparation of comprehensive specification documents for that system, assist in the preparation, solicitation and review of proposals, and coordinate a final contract agreement with the successful vendor. Those processes are underway.

LEGAL STATUS

A separate legal entity under Iowa law is created through this Agreement by the parties to be known as StoryComm (hereinafter StoryComm) to accomplish this purpose.

ORGANIZATION AND ADMINISTRATION

A. Membership and Governance

There is hereby created a StoryComm Board of Directors (hereinafter BOD) which shall be operated and governed pursuant to this Agreement.

StoryComm BOD shall comprise three voting members and three ex officio members. CITY, COUNTY and ISU shall each have one voting representative on the BOD. The parties anticipate that the voting members will be senior members of the entity that they represent with decision making authority. The 911 BOARD shall have three ex officio members who will not be voting members. The 911 BOARD members shall be the three permanent members of the 911 BOARD's executive committee. The parties believe that the representatives of the 911 BOARD will work more closely with the interoperable communications system and its users on a day-to-day basis and will be able to advise the voting members.

The BOD may from time to time establish subcommittees to accomplish specific tasks or meet needed goals. The BOD shall establish the membership, duties and duration of any subcommittees. Subcommittee members may include anyone that the BOD deems necessary to accomplish the goals of the subcommittee, including both representatives from the parties to this Agreement and others who are not representatives of the parties. Members of the BOD may also serve on subcommittees.

B. Powers

The BOD shall have the authority to make managerial decisions necessary to accomplish the purposes of this Agreement and to exercise any power, privilege or authority exercised or capable of exercise by the party represented including but not limited to: adopting rules, policies and procedures for the operation of StoryComm and the interoperable communications system; entering into contracts for the purchase or lease of land, goods and services; paying debts, borrowing, holding and investing funds; acquiring and holding state and federal licenses; hiring staff or contract for support services; arranging annual financial audits; and establishing a budget, to further the purpose of this Agreement.

C. Meetings

The BOD shall meet at least once each calendar year and at such other times as deemed necessary or desirable. A special meeting may be called by any of the three voting members of the BOD.

For the purposes of coordinating the activity of StoryComm, one of the three voting members of the BOD shall act as chair. The position of Chairperson of the BOD shall be selected by the three voting members of the BOD on a majority vote on an annual basis.

All meetings shall be governed by the parliamentary procedures set forth in Robert's Rules of Order. A quorum requires that all three voting members be present, either in-person, by phone, or electronically. Each of the three voting members shall be entitled to one vote, and decisions of the BOD shall require a unanimous vote unless provided otherwise in this Agreement.

Because StoryComm is created by four public entities and will have the authority to establish a budget and make other recommendations, the BOD shall be deemed to constitute a

governmental body subject to Iowa open meeting and open records laws (Iowa Code Chapters 21 and 22). The Chairperson, through the administrative support from 911 Board, shall cause the minutes of the BOD meetings to be prepared, appropriately published and distributed to the BOD members and their participating cities' Mayors, the County Board of Supervisors, and the President of ISU.

COMMENCEMENT OF OPERATIONS

StoryComm operations shall commence on a date to be determined by the BOD.

FINANCING

The parties acknowledge that at the time they enter into this Agreement, MCP is actively working a Request for Proposals (hereinafter RFP) on behalf of the parties to develop the requirements for an appropriate interoperable communications system that will potentially serve all public safety and public service agencies in Story County. The responses to that RFP and the recommendation from MCP will provide the final projected costs for a new interoperable communications system. The exact costs cannot be known until the RFP process is complete. The parties will establish a final distribution of costs and process for management of the system once the final vendor is determined.

The parties agree that the following principals will govern the financing in acquisition and operation of the StoryComm interoperable communications system:

A. The parties have agreed that ISU will act as the purchasing agent in developing, processing, and reviewing the RFP being developed by MCP. The parties agree that StoryComm will accept the purchasing process of ISU as its own for purchasing activities that occur both before and after the effective date of this Agreement. StoryComm will determine the successful vendor in the RFP process and, with the assistance of ISU and MCP, will negotiate a contract with that vendor. StoryComm will enter into the contract with the vendor.

B. Costs for the infrastructure necessary to build out a successful interoperable communications system will be shared equally by the voting members of the BOD and held in the name of StoryComm. Infrastructure generally includes, but is not limited to, item such as land, towers, base stations, antennas, radio and networking management software, radio core equipment, backhaul equipment, power systems and licenses. Subscriber units, such as radio units, are not infrastructure.

C. On-going costs associated with the interoperable communications system, including system maintenance and management (both hardware and software) and replacement costs ("Operating Costs"), shall be paid from collected User Fees (as defined below). At the time the BOD establishes a budget for a fiscal year, the BOD shall establish a fee to be charged per subscriber unit ("User Fee") and determine the number of subscriber units each party and any third parties will be using in connection with the interoperable communications system in the fiscal year. Each party and any third parties shall pay the User Fee for each subscriber unit it will use in connection with the interoperable communications system in the fiscal year. The BOD shall establish a procedure for billing and collecting the User Fees.

D. To the extent possible, the 911 BOARD shall contribute toward the Operating Costs an amount at least equal to the amount allocated to tower fees in the 911 BOARD's 2018-2019

budget. Any other sources of revenue shall be applied to the Operating Costs. The BOD shall consider the availability of funds from these sources when establishing the User Fee.

E. If a party donates, or leases at no or reduced cost, land to support the infrastructure for the interoperable communications system, the value of the donated or leased land shall be offset against the amount the party owes for its share of the infrastructure costs and/or the amount it owes for User Fees.

F. StoryComm shall establish an initial budget as soon as practical after the selection of a vendor. StoryComm will operate on a July 1 to June 30 fiscal year and shall establish an annual budget by November 1 of each year for the next fiscal year.

G. StoryComm will appoint a fiscal agent to manage its day-to-day financial affairs. That may be one of the parties to this Agreement or an agent contracted for that purpose.

H. StoryComm may apply for and utilize grant funding in furtherance of the purpose of this Agreement.

I. The parties recognize that commitment of staff to support StoryComm's mission is critical. The parties agree that the BOD will make every effort to distribute the duties of StoryComm equitably and equally between the parties. Each party will be responsible for the costs of that party's staff allocated to the work of StoryComm.

EFFECTIVE DATE AND DURATION

As required by Iowa law, this Agreement will be filed with the Secretary of the State of Iowa and shall be recorded in the office of the Story County Recorder. This Agreement shall be effective from and after the date on which recording is complete. This Agreement will continue in effect until terminated by one or more of the parties.

TERMINATION

This Agreement may not be terminated by any of the parties for a period of ten years after its effective date except by unanimous agreement of the voting members of the BOD. Thereafter, any party may terminate this Agreement on written notice to the other parties. Written notice shall be given no later than January 1 of any given year and termination will be effective January 1 of the following year. Each party shall remain liable for its pro rata share of expenses until termination takes effect.

The parties further agree that, because of the unique and indispensable nature of the services jointly provided by this Agreement, termination may result in the disruption of services provided to the other parties. The parties may mutually agree to allow six month extension(s) to continue operation in order to permit the acquisition of funding and take into account the time needed to install a substitute/replacement system(s) by one or all of the parties.

DIVISION OF PROPERTY

In the event of termination of this Agreement the parties agree that all property, tangible and intangible, acquired and held by StoryComm will be evaluated at the time of termination and, subject to the terms of the TERMINATION paragraph, a suitable distribution will be negotiated by the parties. A party may waive its rights to property, jointly acquired under this Agreement, as

the law provides.

GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the State of Iowa.

AMENDMENTS

This Agreement may be amended at any time by an affirmative, unanimous vote of the voting members of the BOD. Any Party desiring an amendment to this Agreement shall notify the other Parties of its desire, and the reasons for the request.

Such a request shall be in writing to the other Parties, and shall be considered by the other Parties without unreasonable delay and within no more than ninety (90) days of receipt.

NOTICES

All notices under this Contract shall be in writing and shall be deemed to have been given: (i) upon hand delivery; (ii) the next business day after sending by a nationally recognized overnight carrier with written confirmation of receipt or (iii) if sent by email, when the recipient acknowledges having received the email. Notices shall be sent to the BOD representatives of the other Parties.

SIGNATURES OF THE PARTIES

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

CITY OF AMES, IOWA

By: _____
Authorized Representative

Date: _____

**IOWA STATE UNIVERSITY OF SCIENCE
AND TECHNOLOGY**

By: _____
Authorized Representative

Date: _____

STORY COUNTY, IOWA

By:  _____
Authorized Representative

Date: 12-11-13

STORY COUNTY 911 SERVICE BOARD

By: _____
Authorized Representative

Date: _____

BOS Presentation
December 4, 2018

Response

On September 17th STAR 1 assisted with the search and investigation for the ISU golfer Celia Barquin Arozamena.

A 10" natural gas line was damaged by a company tiling a field east of Colo on November 27th causing a large leak. Fortunately, the break was in a relatively unpopulated area and only one residence needed to be evacuated. Emergency Management coordinated with Colo Fire, Northern Natural Gas, and Marshall County Emergency Management during the response.

Planning

The public review draft of the Multi-jurisdictional Hazard Mitigation is available at <http://bit.ly/StoryCountyHMP> to allow the public to review the plan and offer recommendations for improvement. A hard copy of the plan is available in the Story County Emergency Management office and at the Adult Services Desk of the Ames Public Library. It's hoped citizens will review the plan to get a deeper understanding of the risk they face and strategies jurisdictions are proposing to reduce these risk.

The Coalition for Disaster Recovery (CDR) is an umbrella organization that brings together Story County's volunteer agencies to support disaster preparedness, response, and recovery operations. The CDR conducted a strategic planning session on November 15th to ensure the organization stays focused on how best to assist jurisdictions during disasters. The response to the disasters that occurred this summer show the value of volunteer organizations when an emergency strikes. This planning by the CDR will help us to fill potential response gaps in a cost effective manner.

Emergency Support Function (ESF) 5 Emergency Management has been revised and a draft copy is being circulated for inputs. There were no major changes to the plan.

New legislation now requires schools to have 'high quality' emergency plans that cover at least active shooter and natural disasters. On Dec 3rd, Emergency Management hosted a session to assist schools with this planning that was attended by representatives of Roland-Story, Gilbert, Ballard, and Colo-NESCO school districts. The Emergency Management Coordinator had a one-on-one session with representatives from the Ames School District towards the end of November. General emergency planning principles were discussed during the meeting and a template developed by the EMA and Story County school districts was distributed after the meeting. There are two key steps to fulfilling the intent of the legislation, taking the time to individually adapt any template they use to fit the needs of each facility and school district, and to educate students, staff, and parents on the plan by conducting training and exercises when it is finalized.

Training & Exercise

On September 18 – 19, the Coordinator and HSEMD State Training Officer presented, Incident Command System (ICS 300), Intermediate ICS for Expanding Incidents Training, in Nevada. Of the 26 students, 14 were from Story County agencies. Conducting this training in Story County allowed us to use local scenarios for the hands on training and mid-level supervisors from multiple county agencies had the opportunity to interact throughout the class.

An I-35 closure drill was conducted on October 30th. The drill integrated the Story County CDR Rapid Action Teams for Sheltering (RATS) into the plan and confirmed correct contact information for new points of contact associated with the plan. These small, but regular exercises are vital to ensuring capabilities match emergency response requirements.

The Coordinator attended Pipeline Safety Training on November 7th. The training session provided the opportunity to interface with some of the pipeline operators in Story County.

Operations

Through an agreement between Iowa Homeland Security (HSEMD), the City of Kelley, and Story County Emergency Management, we were able to deliver an HSEMD 6" trash pump to Kelley on October 25th. Kelley will store and maintain the pump and as long as it has not been requested by other jurisdictions, use the pump during emergencies. Story County Emergency Management will be able to deploy the pump to other jurisdictions in Story County when it is available or transport it to other locations within the state where it is needed.

Emergency Management was able to squeeze the command trailer into the old Ames Secondary Roads shed. We are grateful for the use of this space as it a more secure method of storage and protects the trailer from the weather. Additionally, we will be able to have power connected to the trailer to ensure batteries will be fully charged when needed.

Way ahead

EMA staff will be facilitating the final Story County COOP/COG workshop now moved to January 4th, 2019.

EOC training will be conducted in February to keep EOC staff command and control skills sharp.

Revision of multiple sections of the Emergency Operations Plan will continue.

Command trailer standard operations guides will be developed for its deployment and use.

Work will continue on the Pet Sheltering Plan and Business Resilience Committee.

APPROVED DENIED
Business Resilience Committee
Meeting Date: 12-11-18

Follow-up action: _____



Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director

Date: December 11, 2018

Re: Consideration of Change Order No. 008 between Boulder Contracting, LLC and Story County Conservation for the Tedesco Environmental Learning Corridor Bid Package #2 in the Amount of \$76,364

This change order reflects repair work due to flooding that occurred in the summer of 2018 at the Tedesco Environmental Learning Corridor. Story County Conservation is working with FEMA for loss reimbursement and potential mitigation funding on a portion of the repairs. It is in the best interest of the project to have the current on-site contractor, Boulder Contracting LLC, address the flood damage repairs during the workable winter months where disturbance to the developed site will be minimal.

The stream repair costs include: mobilization, field stone placement, a peak stone protection, flood bench excavation, and associated erosion control measures.

The contract sum will be increased by this change order in the amount of \$76,364.00. These changes are within the allocated budget for the project.

The Story County Conservation Board urges your approval.



AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Tedesco Environmental Learning Corridor - BP#2 Trail Paving & Park Amenities Ames, IA	CONTRACT INFORMATION: Contract For: TELC-BP#2 Trail Paving & Park Amenities Date: April 10, 2018	CHANGE ORDER INFORMATION: Change Order Number: 008 Date: December 6, 2018
OWNER: <i>(Name and address)</i> Story County Conservation Board 56461 180th Street Ames, IA 50010	ARCHITECT: <i>(Name and address)</i> Shive-Hattery, Inc. 4125 Westown Parkway, Suite 100 West Des Moines, IA 50266	CONTRACTOR: <i>(Name and address)</i> Boulder Contracting, LLC 25789 N Avenue Grundy Center, IA 50638

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Work included in this Change Order is for repairs to stream banks damaged during spring 2018 high flow event. Work is itemized as follows:

1. Mobilization - 1 LS @ \$6,650.00 = \$6,650.00
2. Miscellaneous Repairs - 1 LS @ \$6,800.00 = \$6,800.00
3. Fieldstone - Stone Toe Protection - 160 TN @ \$74.00 = \$11,840.00
4. Fieldstone - Stacked Toe Boulder Revetment - 82 LF @ \$92.00 = \$7,544.00
5. Fieldstone - Riffle Construction - 26 TN @ \$161.00 = \$4,186.00
6. Class "D" Revetment - 178 TN @ \$89.00 = \$15,842.00
7. 2"-5" Gravel/Cobble - 19 TN @ \$218.00 = \$4,142.00
8. Live Stakes - 1 LS @ \$2,700.00 = \$2,700.00
9. Repair/Replace Erosion Control Matting - 1 LS @ \$6,500.00 = \$6,500.00
10. Floodplain Bench Excavation - 80 CY @ \$92.00 = \$7,360.00
11. Temporary RECP, Type 2D - 400 SY @ \$7.00 = \$2,800.00

Total Increase = \$76,364.00

The original Contract Sum was	\$ 1,068,788.00
The net change by previously authorized Change Orders	\$ 124,949.00
The Contract Sum prior to this Change Order was	\$ 1,193,737.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 76,364.00
The new Contract Sum including this Change Order will be	\$ 1,270,101.00

The Contract Time will be increased by Ninety (90) days.
The new date of Substantial Completion will be February 1, 2019

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Shive-Hattery, Inc.</u> ARCHITECT <i>(Firm name)</i>	<u>Boulder Contracting, LLC</u> CONTRACTOR <i>(Firm name)</i>	<u>Story County Board of Supervisors</u> OWNER <i>(Firm name)</i>
--	--	--

Luke Monat

SIGNATURE

Luke Monat, P.E.
PRINTED NAME AND TITLE

12/6/2018
DATE

Luke Kwanse

SIGNATURE

Luke Kwanse - Project Manager
PRINTED NAME AND TITLE

12/6/18
DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE



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

Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director

Date: December 11, 2018

Re: Consider Approval of Federal-Aid Agreement with the Iowa Department of Transportation for an Iowa's Transportation Alternatives Program (TAP) Project

Story County Conservation was awarded a \$200,000 grant from the Central Iowa Regional Transportation Planning Alliance (CIRTPA) for completing hard surfacing and trail improvements on the Heart of Iowa Nature Trail between Slater and Huxley.

The Iowa Department of Transportation (IDOT) administers the grant and construction bidding construction process. The attached agreement with the IDOT identifies the requirements for the use of the CIRTPA grant funds.

The Story County Conservation Board urges your approval of this agreement.

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-Aid Agreement for a
Iowa's Transportation Alternatives Program (Iowa's TAP) Project**

Subrecipient: **Story County**
Subrecipient DUNS Number: **050813112**
Project Number(s): **TAP-R-C085(151)--8T-85**
RT-C085(152)--9H-85
Iowa DOT Agreement Number: **19-TAP-120**

This agreement, made as of the date of the last party's signature below, is between Story County (hereinafter referred to as Subrecipient) and the Iowa Department of Transportation, the federal pass-through entity (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Subrecipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects in Iowa with federal funds. Federal regulations require federal funds to be administered by the Department. The federal-aid highway funds included in this agreement are jointly implemented by the Federal Highway Administration (FHWA) and the Department.

The Subrecipient has received federal funding through the Iowa's Transportation Alternatives Program (Iowa's TAP), which is funded by the Surface Transportation Block Grant Program (STBG), as codified in Section 133 of Title 23, United States Code (U.S.C.), which are hereinafter referred to as STBG funds. The Catalog of Federal Domestic Assistance (CFDA) number and title for this funding is 20.205 Highway Planning and Construction.

The Subrecipient has also received State Recreational Trail (SRT) funding under Iowa Code Chapter 465B and according to Iowa Administrative Code 761 Chapter 165. The application was approved by Transportation Commission Order No. PPM-2019-24 on October 9, 2018, hereinafter referred to as SRT funds.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide the funding named above to the Subrecipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Subrecipient shall be responsible for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person shall be Stacy Lentsch, Office of Systems Planning, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1686. The Subrecipient's contact person shall be Michael Cox, Story County Conservation Director, 56461 180th St, Ames, Iowa 50010, 515-232-2516.

3. The Subrecipient shall be responsible for the development and completion of the following described project:

Heart of Iowa Nature Trail: hard surfacing and trail improvements from Slater to Huxley

4. The Subrecipient shall receive reimbursement for costs of authorized and approved eligible project activities under the Iowa's TAP program from STBG funds. The portion of the project costs reimbursed with STBG funds shall be limited to a maximum of either 80 percent of eligible costs (other than those reimbursed with other federal funds) or the amount listed (\$200,000) in the Central Iowa Regional Transportation Planning Alliance (CIRTPA) current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less. Eligible project activities will be as described in Section 133(h) of Title 23, United States Code (U.S.C.), and determined by the Department to be eligible.
5. The Subrecipient shall receive reimbursement for costs approved as eligible by the Department from SRT funds. The portion of total project costs reimbursed with SRT funds shall be limited to a maximum of either 75 percent of eligible costs (other than those reimbursed with other state or federal funds) or the amount approved of \$300,000, whichever is less. Eligible project activities include only those listed in Iowa Administrative Code 761 Chapter 165.
6. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the local contribution and may include cash, non-cash or approved state fund contributions, subject to Department approval. The local contribution must equal a minimum of 20 percent of eligible project costs. The subrecipient shall certify to the Department the value of any non-cash contribution to the project prior to it being incurred and in accordance with the procedures outlined in the applicable Instructional Memorandum to Local Public Agencies (I.M.s). The Department retains the sole authority to determine the eligibility and value of the Subrecipient's non-cash contribution for the purposes of this agreement. If the Subrecipient's total cash and non-cash contribution is determined by the Department to be less than that required by this agreement, the Subrecipient shall increase its cash contribution or the grant amount associated with this project shall be reduced accordingly.
7. The Subrecipient must have let the contract or have construction started within two years of October 1, 2018. If the Subrecipient does not do this, they will be in default for which the Department can revoke funding commitments. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Subrecipient at least sixty (60) days prior to the deadline.
8. If the Subrecipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Subrecipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Subrecipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Subrecipient shall notify Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Subrecipient remains in default.

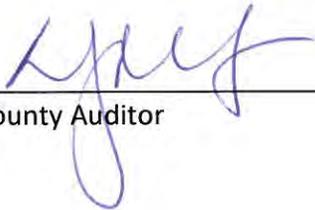
9. This agreement may be declared to be in default by the Department if the Department determines that the Subrecipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.
10. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement the Subrecipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.
11. The Subrecipient shall comply with Exhibit 1, General Agreement Provisions for use of Federal Highway Funds on Non-primary Highways, which is attached hereto and by this reference is incorporated into this agreement.
12. The Subrecipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the Department.
13. This agreement is not assignable without the prior written consent of the Department.
14. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
15. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
16. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.
17. This agreement and the attached exhibit constitute the entire agreement between the Department and the Subrecipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Subrecipient.

September 2018

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

SUBRECIPIENT: Story County

This agreement was approved by official action of the Story County Board of Supervisors in official session on the 11 day of December, 2018.



County Auditor



Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010
Tel. 515-239-1664

By: _____ Date _____
Craig Markley
Director
Office of Systems Planning

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Subrecipient shall be responsible for the following:

1. General Requirements.

- a. The Subrecipient shall take the necessary actions to comply with applicable state and federal laws and regulations. To assist the Subrecipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Subrecipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Subrecipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Subrecipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Subrecipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The Subrecipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the Subrecipient shall make such facilities compliant with the ADA and Section 504 following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the Subrecipient agrees to indemnify, defend, and hold the Department harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by 2 CFR 200.501 "Audit Requirements", a non-federal entity expending \$750,000 or more in federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown in this agreement. If the Subrecipient will

pay initial project costs and request reimbursement from the Department, the Subrecipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Subrecipient shall not report this project on its SEFA.

- f. The Subrecipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Subrecipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subrecipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.
 - ii. The Subrecipient shall comply with the requirements of I.M. 5.010, DBE Guidelines.
 - iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Subrecipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

- a. The Subrecipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation

Improvement Program (TIP). The Subrecipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, federal funds cannot be authorized.

- b. Before beginning any work for which federal funding reimbursement will be requested, the Subrecipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Subrecipient shall submit a written request for FHWA authorization to the Department. After reviewing the Subrecipient's request, the Department will forward the request to the FHWA for authorization and obligation of federal funds. The Department will notify the Subrecipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with federal funds.
- c. Upon receiving FHWA authorization, the Subrecipient must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the Subrecipient knows in advance that funding activity will not occur for the nine months, the Contract Administrator needs to be notified to determine if programming of funds can be adjusted or other options can be explored.
- d. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- e. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Federal Participation in Work Performed by Subrecipient Employees.

- a. If federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 3.330, Federal-aid Participation in In-House Services.
- b. If federal reimbursement will be requested for construction performed by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 6.010, Federal-aid Construction by Local Agency Forces.

- c. If the Subrecipient desires to claim indirect costs associated with work performed by its employees, the Subrecipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost proposal shall be certified by the FHWA or the federal agency providing the largest amount of federal funds to the Subrecipient. If approved, the approved indirect cost rate shall be incorporated by means of an addendum to this agreement.

4. Design and Consultant Services

- a. The Subrecipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Subrecipient requests federal funds for consultant services, the Subrecipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Subrecipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.310, Federal-aid Participation in Consultant Costs.
- c. If Preliminary Engineering (PE) work is federally funded, and if right-of-way acquisition or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay to the Department the amount of federal funds reimbursed to the Subrecipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include other activities that are not intended to lead to a construction project such as planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Subrecipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Subrecipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Class of Action Process; 4.030, Environmental Data Sheet Instructions; 4.110, Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Subrecipient shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.
- c. The Subrecipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Subrecipient shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150, Iowa DNR Floodplain Permits

and Regulations; 4.160, Asbestos Inspection, Removal and Notification Requirements; and 4.190, Highway Improvements in the Vicinity of Airports or Heliports.

- d. In all contracts entered into by the Subrecipient, and all subcontracts, in connection with this project that exceed \$100,000, the Subrecipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Subrecipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

- a. The Subrecipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Subrecipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds are used for right-of-way activities. The Subrecipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Subrecipient requests federal funding for right-of-way acquisition, the Subrecipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay the amount of federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Subrecipient shall obtain agreements, easements, or permits as needed from the railroad. The Subrecipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.
- d. The Subrecipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Subrecipient shall follow the Department's Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Subrecipient for the project may be eligible for federal funding reimbursement. The Subrecipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.
- e. If the Subrecipient desires federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Construction Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Subrecipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Subrecipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to the Department.
- c. For projects that are let locally by the Subrecipient, the Subrecipient shall follow the procedures in I.M. 5.120, Local Letting Process, Federal-aid.
- d. The Subrecipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project shall not receive FHWA authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Subrecipient is a city, the Subrecipient shall comply with the public hearing requirements of the Iowa Code Section 26.12.
- f. The Subrecipient shall not provide the contractor with notice to proceed until after receiving written notice the Department has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Subrecipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per Iowa Administrative Code 761 Chapter 130. The safety of the general public shall be assured

through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Subrecipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at:
<http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the Subrecipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Subrecipient, the Department will bill the Subrecipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The Subrecipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Subrecipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least every six months but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Subrecipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The Department will reimburse the Subrecipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the federal share of construction costs or 5% of the total federal funds available for the project, whichever is less. Reimbursement will be made either by state warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Subrecipient has been overpaid, the Subrecipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Subrecipient has provided all required paperwork, the Department will release the federal funds withheld.
- e. The total funds collected by the Subrecipient for this project shall not exceed the total project costs. The total funds collected shall include any federal or state funds received, any special

assessments made by the Subrecipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Subrecipient do exceed the total project costs, the Subrecipient shall either:

- i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
- ii. Refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate state fund account in the amount of refunds received from the Subrecipient.

10. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the Subrecipient shall provide written notification to the Department and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The Subrecipient may be suspended from receiving federal funds on future projects.
- b. For construction projects, the Subrecipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of federal funds shall be made only after the Department accepts the project as complete.
- d. The Subrecipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Subrecipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the federal government. Copies of these materials shall be furnished by the Subrecipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Subrecipient of the record retention date.
- e. The Subrecipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

Closure No. 19-23

Date 11/30/2018

Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Tile crossing in Washington Twp. Sect 28/33 on 270th between 510th-520th Avenues

Motion by: Chitty Seconded by: Olson

Olson	<input checked="" type="checkbox"/> Aye	Sanders	<input checked="" type="checkbox"/> Aye	Chitty	<input checked="" type="checkbox"/> Aye
	<input type="checkbox"/> Nay		<input type="checkbox"/> Nay		<input type="checkbox"/> Nay
	<input type="checkbox"/> Absent		<input type="checkbox"/> Absent		<input type="checkbox"/> Absent



Story County Board of Supervisors

STORY COUNTY UTILITY PERMIT

Date 12/6/18

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route 290th St., from 59283 290th St. to 58455 290th St., a distance of 5000 feet. ~~xxxx~~

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows: Directional boring from ROW to ROW under 290th St.; AND Directional boring, trenching and excavating on the North and East sides of 290th St., installing 3" PVC water main a minimum of 5 feet deep. See attached Plan Sheet.
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.

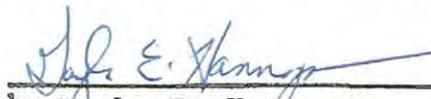
The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

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 12-5-2018

Iowa Regional Utilities Association

Name of Company (Applicant - Permittee)



by Gayla E. Hannagan,
Permit Manager

Phone no. 641-792-7011

Recommended for Approval:

Date 12-6-18



County Engineer

515-382-7355

Phone no.

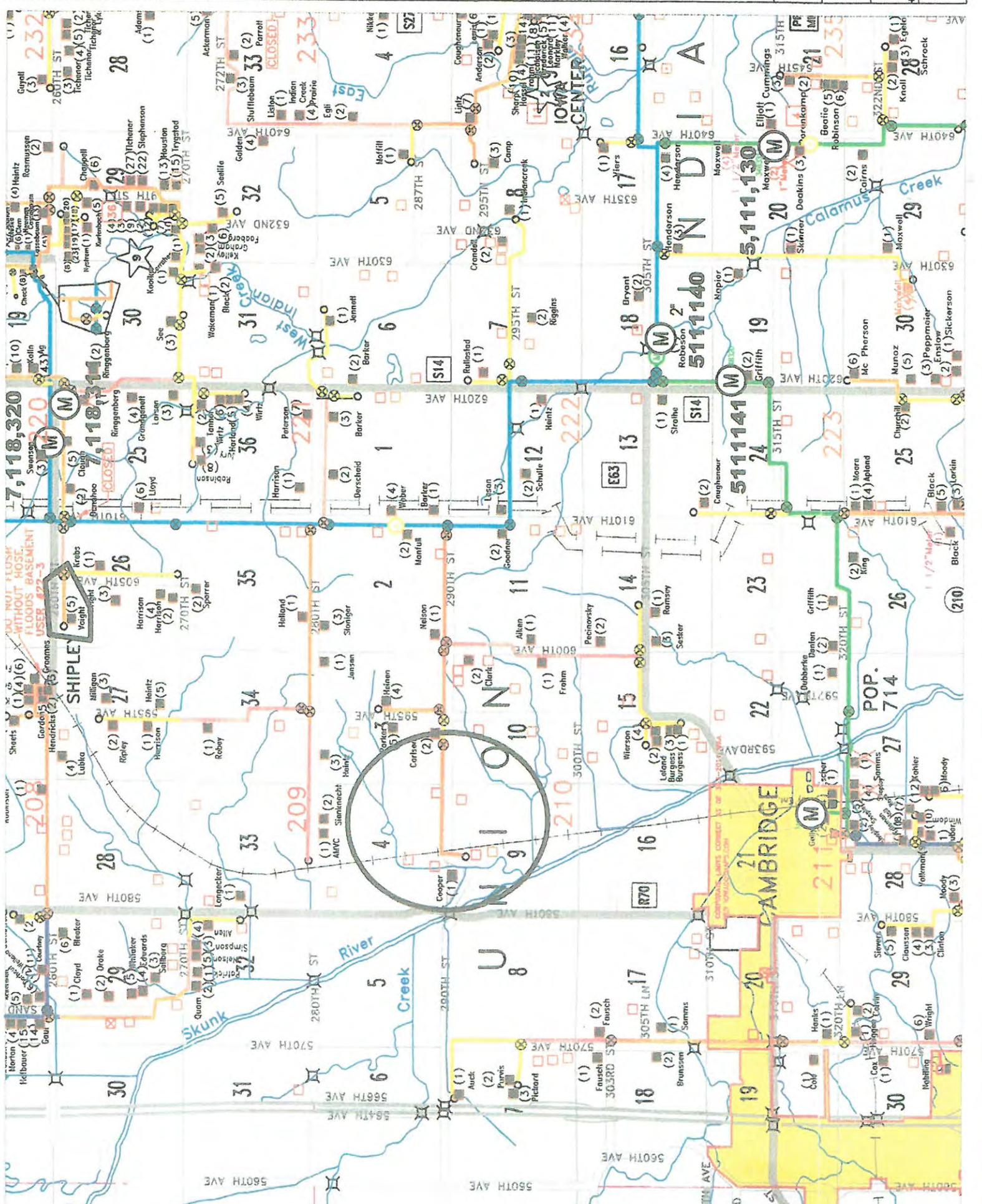
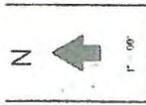
Approved:

Date 12-11-18



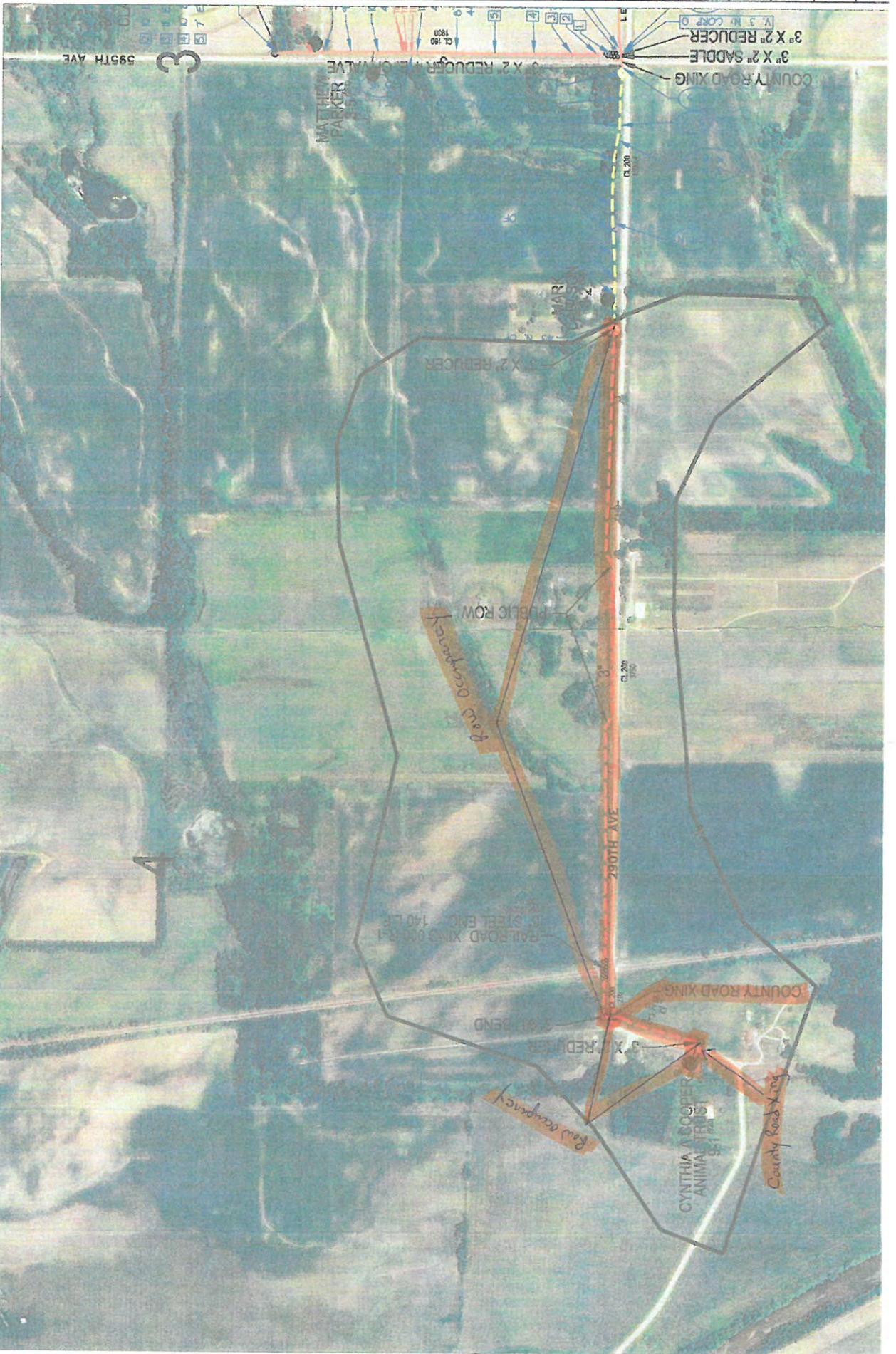
Chair, Board of Supervisors
Story County, Iowa

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



560TH AVE 570TH AVE 580TH AVE 590TH AVE 600TH AVE 610TH AVE 620TH AVE 630TH AVE 640TH AVE 650TH AVE 660TH AVE 670TH AVE 680TH AVE 690TH AVE 700TH AVE 710TH AVE 720TH AVE 730TH AVE 740TH AVE 750TH AVE 760TH AVE 770TH AVE 780TH AVE 790TH AVE 800TH AVE 810TH AVE 820TH AVE 830TH AVE 840TH AVE 850TH AVE 860TH AVE 870TH AVE 880TH AVE 890TH AVE 900TH AVE 910TH AVE 920TH AVE 930TH AVE 940TH AVE 950TH AVE 960TH AVE 970TH AVE 980TH AVE 990TH AVE 1000TH AVE

IOWA REGIONAL UTILITIES ASSOCIATION
 DRAWN BY: [Name] 01/16/2010
 REVISIONS: [List]
 THIS MAP IS BASED ON [Source]
 IOWA REGIONAL UTILITIES ASSOCIATION
 DRAWN BY: [Name] 01/16/2010
 REVISIONS: [List]
 THIS MAP IS BASED ON [Source]



Please staple check here



Iowa Department of Natural Resources

Construction Permit Application Form
Confinement Feeding Operations

INSTRUCTIONS:

Prior to constructing, installing, modifying or expanding a confinement feeding operation structure, answer questions 1-8 on Item 3, Section A (page 2), to determine if a construction permit is required. To calculate the animal unit capacity (AUC) of the operation, complete Table 1 (page 4). If a construction permit is required, complete the rest of the form, have the applicant(s) sign it on pages 5 and 6. Mail to the DNR (see address on page 5) this application form, documents and fees requested in Checklist No. 1 or 2 (pages 10-15). See item 5 (page 5), to determine which checklist to use.

If a construction permit is not needed, some pre-construction requirements may still apply prior to the construction of a formed manure storage structure. See page 5 for additional DNR contact information.

THIS APPLICATION IS FOR:

1. [X] A new confinement feeding operation

2. [] An existing confinement feeding operation (answer all of the following questions)

a) Facility ID No. (5 digit number):

b) Date when the operation was first constructed:

c) Date when the last construction, expansion or modification was completed:

(Not needed if the confinement operation has previously received a construction permit from DNR.)

d) Is this also an ownership change? [] Yes [] No If yes box is checked additional fees apply. See page 8

APPROVED DENIED
Board Member Initials: [Signature]
Meeting Date: 12-11-18
Follow up action:

ITEM 1 - LOCATION AND CONTACT INFORMATION (See page 17 for instructions and an example):

A) Name of operation: Richland 10

Location: NE NE 10 T84N R22W Richland Story
(1/4 1/4) (1/4) (Section) (Tier & Range) (Name of Township) (County)

B) Applicant information:

Name: LongView Pork, LLC Title:

Address: 20965 650th Ave Nevada, IA 50201

Telephone: 515-382-1891 Fax: Email:

C) Person to contact with questions about this application (if different than applicant):

Name: Brian Ritland Title:

Address: 620 Country Club Rd Iowa Falls, IA 50126

Telephone: 641-648-7300 Fax: 641-648-7310 Email: britland@pinnacleiowa.com

[X] Enclose aerial photo or engineering drawing showing the proposed location of the confinement feeding operation structure and all applicable separation distances, as requested in Attachment 1 (pages 11-12 or 14-15). See example of aerial photo on pages 18 to 19, at the end of this form.

[] I manage or am the majority owner of another confinement feeding operation located within 2,500 feet of the proposed site. Please contact the DNR AFO Program staff at (712) 262-4177 to verify site adjacency requirements.

1 Confinement feeding operation structure = animal feeding operation structure (confinement building, manure storage structure or egg washwater storage structure) that is part of a confinement feeding operation. Manure storage structures include formed and unformed manure storage structures.

2 Formed manure storage structure = covered or uncovered concrete or steel tanks, and concrete pits below the building.

Please staple check here

Iowa Department of Natural Resources



Construction Permit Application Form
Confinement Feeding Operations

INSTRUCTIONS:

Prior to constructing, installing, modifying or expanding a confinement feeding operation structure, answer questions 1-8 on Item 3, Section A (page 2), to determine if a construction permit is required. To calculate the animal unit capacity (AUC) of the operation, complete Table 1 (page 4). If a construction permit is required, complete the rest of the form, have the applicant(s) sign it on pages 5 and 6. Mail to the DNR (see address on page 5) this application form, documents and fees requested in Checklist No. 1 or 2 (pages 10-15). See item 5 (page 5), to determine which checklist to use.

If a construction permit is not needed, some pre-construction requirements may still apply prior to the construction of a formed manure storage structure. See page 5 for additional DNR contact information.

THIS APPLICATION IS FOR:

- 1. [X] A new confinement feeding operation
2. [] An existing confinement feeding operation (answer all of the following questions):
a) Facility ID No. (5 digit number):
b) Date when the operation was first constructed:
c) Date when the last construction, expansion or modification was completed:

(Not needed if the confinement operation has previously received a construction permit from DNR.)

- d) Is this also an ownership change? [] Yes [] No If yes box is checked additional fees apply. See page 8

ITEM 1 - LOCATION AND CONTACT INFORMATION (See page 17 for instructions and an example):

A) Name of operation: Richland 28
Location: SW SW 28 T84N R22W Richland Story
(1/4 1/4) (1/4) (Section) (Tier & Range) (Name of Township) (County)

B) Applicant information:
Name: LongView Pork, LLC Title:
Address: 20965 650th Ave Nevada, IA 50201
Telephone: 515-382-1891 Fax: Email:

C) Person to contact with questions about this application (if different than applicant):
Name: Brian Ritland Title:
Address: 620 Country Club Rd Iowa Falls, IA 50126
Telephone: 641-648-7300 Fax: 641-648-7310 Email: britland@pinnacleiowa.com

[X] Enclose aerial photo or engineering drawing showing the proposed location of the confinement feeding operation structure and all applicable separation distances, as requested in Attachment 1 (pages 11-12 or 14-15). See example of aerial photo on pages 18 to 19, at the end of this form.

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Please staple check here



Iowa Department of Natural Resources

Construction Permit Application Form
Confinement Feeding Operations

INSTRUCTIONS:

Prior to constructing, installing, modifying or expanding a confinement feeding operation structure, answer questions 1-8 on Item 3, Section A (page 2), to determine if a construction permit is required. To calculate the animal unit capacity (AUC) of the operation, complete Table 1 (page 4). If a construction permit is required, complete the rest of the form, have the applicant(s) sign it on pages 5 and 6. Mail to the DNR (see address on page 5) this application form, documents and fees requested in Checklist No. 1 or 2 (pages 10-15). See item 5 (page 5), to determine which checklist to use.

If a construction permit is not needed, some pre-construction requirements may still apply prior to the construction of a formed manure storage structure. See page 5 for additional DNR contact information.

THIS APPLICATION IS FOR:

- 1. [X] A new confinement feeding operation
2. [] An existing confinement feeding operation (answer all of the following questions):
a) Facility ID No. (5 digit number):
b) Date when the operation was first constructed:
c) Date when the last construction, expansion or modification was completed:

APPROVED
Board Member Initials: RS
Meeting Date: 12-11-18
Follow-up action:

(Not needed if the confinement operation has previously received a construction permit from DNR.)

- d) Is this also an ownership change? [] Yes [] No If yes box is checked additional fees apply. See page 8

ITEM 1 - LOCATION AND CONTACT INFORMATION (See page 17 for instructions and an example):

A) Name of operation: Richland 29
Location: SW/NW NW/SW 29 T84N R22W Richland Story
(1/4 1/4) (1/4) (Section) (Tier & Range) (Name of Township) (County)

B) Applicant information:
Name: LongView Pork, LLC Title:
Address: 20965 650th Ave Nevada, IA 50201
Telephone: 515-382-1891 Fax: Email:

C) Person to contact with questions about this application (if different than applicant):
Name: Brian Ritland Title:
Address: 620 Country Club Rd Iowa Falls, IA 50126
Telephone: 641-648-7300 Fax: 641-648-7310 Email: britland@pinnacleiowa.com

[X] Enclose aerial photo or engineering drawing showing the proposed location of the confinement feeding operation structure and all applicable separation distances, as requested in Attachment 1 (pages 11-12 or 14-15). See example of aerial photo on pages 18 to 19, at the end of this form.

[] I manage or am the majority owner of another confinement feeding operation located within 2,500 feet of the proposed site. Please contact the DNR AFO Program staff at (712) 262-4177 to verify site adjacency requirements.

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