

The Board of Supervisors met on 7/2/19 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, Lauris Olson, and Lisa Heddens, with Murken presiding. (all audio of meetings available at storycountyia.gov)

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

MINUTES: 6/25/19 Minutes – Heddens moved, Olson seconded the approval of Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment, effective 7/7/19, in a) Information Technology for Barbara Steinback @ \$4,133.24/bw; b) Secondary Roads for Ryan Peterson @ \$26.11/hr. Olson moved, Heddens seconded the approval of Personnel Actions as listed. Roll call vote. (MCU)

Murken stated item #6 will be removed; it will be considered at the 7/9/19 meeting. Olson moved, Heddens seconded approval of the Consent Agenda with noted change.

1. FY20 Provider and Program Participation Agreement with Mary Greeley Medical Center (MGMC) Home Health Services, effective 7/1/19-6/30/20 for the following: Clinics (not to exceed \$107,000.00) \$97.00/clinic hour; In Home-Skilled Nursing (not to exceed \$78,000.00) \$285.00/visit; Homemaker/Home Health Aide (not to exceed \$123,000.00) \$37.10/hour; Hospice (not to exceed \$47,000.00) \$270.00/day (24 hours)
2. 28E Agreements between Animal Control and the City of Collins, effective upon signature-6/30/20
3. Lease Agreement between Optima Lifeservices, Inc. and Story County for property located at 3911 Calhoun Avenue, Ames, effective 7/1/19-6/30/20 for \$5,405.00/month
4. Lease Agreement between Optima Lifeservices, Inc. and Story County for property located at 620 Duluth Avenue, Ames, effective 7/1/19-6/30/20 for \$5,423.00/month
5. Agreement between Electronic Engineering and Story County, effective 7/1/19-6/30/20, for \$76,081.00
7. Resolution #20-05, Awarding \$3,000,000.00 General Obligation Peace Officer and Emergency Services Communication Equipment and Systems Bonds
8. Resolution #20-04, for the addition of County property to the City of Collins Urban Renewal Area
9. Road Closure Resolution: #20-01
10. Utility Permits: #20-4219; #20-4220

Roll call vote. (MCU)

FISCAL YEAR 2019 ANNUAL REPORT OF THE STORY COUNTY ECONOMIC DEVELOPMENT GROUP –

Leanne Harter, County Outreach and Special Projects Manager, reported the annual report is given according to the by-laws. Drew Kamp, Ames Chamber of Commerce Public Policy Director, reported on briefly on each city, funds disbursed, allocations by per capita basis, amendments to by-laws, and upcoming items. Discussion took place. Olson moved, Heddens seconded the approval of FY19 Annual Report of the Story County Economic Development Group. Roll call vote. (MCU)

PROGRAM MODIFICATIONS TO WELCOME HOME TO STORY COUNTY RELOCATION ASSISTANCE

PROGRAM (HOME BASE IOWA) – Leanne Harter, County Outreach and Special Projects Manager, reported on award letter from the Story County Housing Trust Board to be added to next week's agenda. She highlighted proposed changes, rental assistance guidelines, and eligibility requirements. Olson moved, Heddens seconded the approval of the Program Modifications to Welcome Home to Story County Relocation Assistance Program (Home Base Iowa) as presented. Roll call vote. (MCU)

REQUEST FOR PROPOSAL (RFP) FOR ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR HVAC EQUIPMENT REPLACEMENT FOR JAIL HOUSING FACILITY AT THE STORY COUNTY JUSTICE CENTER BUILDING

– Joby Brogden, Facilities Management Director, reported on to obtaining bids to replace aging HVAC equipment in the jail area, and the possibility of relocating inmates during construction. Discussion took place. Olson moved, Heddens seconded the approval of the Request for Proposal (RFP) for Architectural/Engineering Design Services for HVAC Equipment Replacement for Jail Housing Facility at the Story County Justice Center as presented with the addition of the following: Story County will not pay a surcharge percentage for third-party fees or billings. Roll call vote. (MCU)

BID AWARD TO VIECO DEVELOPMENT AND CONSTRUCTION FOR THE HICKORY GROVE BEACH HOUSE

FOR \$291,459.00 – Mike Cox, Conservation Director, reported on background information; the original cost estimate was not comprehensive, therefore the Conservation Board has approved the use of additional reserves, from the Conservation Trust Fund, Energy Transfer Fund (ETF), and/or private fundraising. Lisa Markley, Assistant Auditor, reported on Energy Transfer Fund (ETF) resolution and its commitment of funds. The Board would need to revise the resolution if EFT funds are used. Cox reviewed the construction estimate. Discussion took place. Olson voiced support for using ETF, and to explore cost savings due to large difference in estimate and bid. Markley stated a resolution will need to be added to a future agenda. Olson moved, Heddens seconded the approval of the Bid Award to Vieco Development and Construction for the Hickory Grove Beach House for \$291,459.00 and with any additional funding coming from the ETF. Olson amended her motion to include any additional funding identified by Conservation, Heddens seconded the amendment. Roll call vote. (MCU)

UPCOMING AGENDA ITEMS: Murken reported on an upcoming request for the Miracle Field. Olson reported on a proposal to help subsidize senior fares for the Heart of Iowa Regional Transit Agency (HIRTA). Olson reported on HIRTA's upcoming budget meetings. Heddens reported the Board needs to appoint an alternate to the Central Iowa Juvenile Detention Board.

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

Story County
Board of Supervisors Meeting
Agenda
7/2/19

1. CALL TO ORDER: 10:00 A.M.

2. PLEDGE OF ALLEGIANCE:

3. ADOPTION OF AGENDA:

4. PUBLIC COMMENT #1:

This comment period is for the public to address topics on today's agenda

5. AGENCY REPORTS:

6. CONSIDERATION OF MINUTES:

I. 6/25/19 Minutes

Department Submitting Auditor

7. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) pay adjustment, effective 7/7/19, in a) Information Technology for Barbara Steinback @ \$4,133.24/bw; b) Secondary Roads for Ryan Peterson @ \$26.11/hr;

Department Submitting HR

8. 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 FY20 Provider And Program Participation Agreement With MGMC Home Health Services Effective 7/1/19 - 6/30/20

MGMC Home Health Services - Clinics (Not to Exceed \$107,000) \$97.00/1 Clinic Hour; In Home-Skilled Nursing (Not to Exceed \$78,000) \$285.00/1 Visit; Homemaker/Home Health Aide (Not to Exceed \$123,000) \$37.10/1 Hour; Hospice (Not to Exceed \$47,000) \$270.00/1 Day (24 hour)

Department Submitting Board of Supervisors

Documents:

MGMC HOME HEALTH SERVICES FY 20 CONTRACT.PDF

II. Consideration Of 28E Agreements Between Animal Control And The Following City: Collins Effective Upon Signature - 6/30/20

Department Submitting Animal Control

Documents:

28E AGREEMENT.PDF

- III. Consideration Of Lease Agreement Between Optimae Lifeservices, Inc. And Story County For Property Located At 3911 Calhoun Avenue Ames Effective 7/1/19 - 6/30/20 For \$5,405/Mo.

Department Submitting Board of Supervisors

Documents:

CALHOUN OPTIMAE LEASE.PDF

- IV. Consideration Of Lease Agreement Between Optimae Lifeservices, Inc. And Story County For Property Located At 620 Duluth Avenue Ames Effective 7/1/19 - 6/30/20 For \$5,423/Mo.

Department Submitting Board of Supervisors

Documents:

DULUTH OPTIMAE LEASE.PDF

- V. Consideration Of Agreement Between Electronic Engineering And Story County Effective 7/1/2019 - 6/30/2020 For \$76,081

Department Submitting Sheriff

Documents:

LAW ENFORCEMENT SERVICES CONTRACT STORY COUNTY 2019
2020.PDF
EE AGREEMENT TOWER.PDF

- VI. Consideration Of Letter Of Support To The Enhance Iowa Board Of Directors For The Miracle League Of Ames

Department Submitting Board of Supervisors

Documents:

MIRACLE LEAGUE OF AMES LETTER.PDF

- VII. Consideration Of Resolution #20-05, Awarding \$3,000,000.00 General Obligation Peace Officer And Emergency Services Communication Equipment And Systems Bonds

Department Submitting Auditor

Documents:

STORYCOMM BOND BID.PDF

- VIII. Consideration Of Resolution #20-04, For The Addition Of County Property To The Collins Urban Renewal Area

Department Submitting Auditor

Documents:

UR COUNTY CONSENT RESOLUTION.PDF

IX. Consideration Of Road Closure Resolution(S): #20-01

Department Submitting Engineer

Documents:

20 01.PDF

X. Consideration Of Utility Permit(S): #20-4219; 20-4220

Department Submitting Engineer

Documents:

UT 20 4219.PDF

UT 20 4220.PDF

9. PUBLIC HEARING ITEMS:

10. ADDITIONAL ITEMS:

I. Consideration Of Fiscal Year 2019 Annual Report Of The Story County Economic Development Group - Drew Kamp And Leanne Harter

Department Submitting Board of Supervisors

Documents:

FISCAL YEAR 2019 ANNUAL REPORT SIGNED BY CHAIR SCEDG.PDF

II. Discussion And Consideration Of Program Modifications To Welcome Home To Story County Relocation Assistance Program (Home Base Iowa) - Leanne Harter

Department Submitting Board of Supervisors

Documents:

UPDATE ON HOME BASE IOWA PROGRAM TO BOS JUNE 2019 UPDATED
JUNE 27TH.PDF

III. Consideration Of Request For Proposal For Architectural/Engineering Design Services For HVAC Equipment Replacement For Jail Housing Facility At The Story County Justice Center Building - Joby Brogden

Department Submitting Board of Supervisors

Documents:

HVAC EQUIPMENT.PDF

IV. Consideration Of Bid Award To Vieco Development And Construction For The Hickory Grove Beach House For \$291,459 - Mike Cox

Department Submitting Conservation

Documents:

HGP BEACH HOUSE BID.PDF

11. DEPARTMENTAL REPORTS:

12. OTHER REPORTS:

13. UPCOMING AGENDA ITEMS:

14. 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.

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

16. 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
Tentative Agenda
7/2/19

NAME

ADDRESS

Lynn Cathey
Toby Broder
Tedd Lundwall
Jane Purke
Dustin Ingram
Lisa Markley
Allison Wigham

1141 South 7th Ave Nevada
50 FM
Box
Nevada
AEDC
And
Box

RECEIVED

JUN 24 2019

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2019 is by and between **Story County** and **MGMC Home Health Services** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

SECTION 1
Definitions

Co-payment: The amount which may be charged to Story County Individual at the time services are rendered.

Subcontract: The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

SECTION 2
Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

Section 2.2 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

SECTION 3

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

Section 3.3 Compensation to Provider. Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Story County and Provider. The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

SECTION 6

Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

Section 6.2 Reports from State Authority or Agency. The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

Section 6.3 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.4 Equal Opportunity Employer. Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

Section 7.1 Term. The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

Section 7.2 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by Story County. Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.4 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Information to Story County Individuals. Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

Section 7.6 Nonrenewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

SECTION 8

Amendments

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 8.2 Regulatory Amendment. Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

Section 9.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

MGM Home Health Services
1114 Duff Ave
Ames, IA 50010
Attention: Les White

This Agreement has been executed by the parties hereto, through their duly authorized officials.

COUNTY:

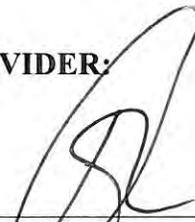
By: 

Print Name: LINDA MURKEN

Print Title: Story County Board of Supervisors

Date: 7-2-19

PROVIDER:

By: 

Print Name: Cory Gelfre

Print Title: Vice President

Date: 6-18-19

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2020**

Service Description	Unit of Service	Rate
Clinics Not to Exceed \$107,000	1 Clinic Hour	\$97.00
In Home-Skilled Nursing Not to Exceed \$78,000	1 Visit	\$285.00
Homemaker/Home Health Aide Not to Exceed \$123,000	1 Hour	\$37.10
Hospice Not to Exceed \$47,000	1 Day (24 Hour)	\$270.00

BUSINESS PROPERTY LEASE

THIS LEASE, made and entered into this 25th day of June, 2019, by and between Story County, Iowa, authorized under the laws of the State of Iowa, ("Landlord"), whose address, for the purpose of this lease, is 900 6th Street, Nevada, Iowa, 50201, and Optima LifeServices, Inc., an Iowa corporation, ("Tenant"), whose address for the purpose of this lease is 602 East Grand, Des Moines, Iowa, 50309, and whose permanent address is 301 W. Burlington Avenue, Fairfield, IA 52556.

The parties agree as follows.

1. PREMISES AND TERM.

Landlord leases to Tenant the following real estate, situated in Story County, Iowa, and described as one building property owned by Story County, Iowa and situated in Story County, Iowa:

The residential care facility building located at 3911 Calhoun Ave., Ames, Iowa 50010 commonly referred to as the "Calhoun House".

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of July, 2019, and ending on the 30th day of June, 2020, upon the condition that Tenant performs as provided in this lease. The lease may be renewed by the parties for additional one year terms either by signing a new lease or by signing an addendum.

2. RENT.

Tenant agrees to pay Landlord as rent **\$5,405 per month** on or before the 3rd day of July, 2019, and on or before the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. All rent payments are to be made payable to Story County Iowa, 900 6th Street, Nevada, IA 50201, and delivered to Story County Iowa, 900 6th Street, Nevada, IA 50201 or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 5% per annum.

3. SECURITY DEPOSIT.

No security deposit is required by Landlord.

4. POSSESSION.

Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

5. USE.

It is the understanding of the parties that the intended use of the properties is for Optimae LifeServices business. Optimae LifeServices shall use the premises only for this purpose.

6. CARE AND MAINTENANCE.

Landlord and Tenant agree to the following.

Landlord responsibilities:

- (a) Landlord shall keep the following in good repair: roof, sewer, plumbing, heating, wiring, air conditioning, windows, exterior walls, foundation. Landlord will maintain all outside public areas lawns, sidewalks, driveways and parking areas including snow removal. See paragraph **20**. Landlord shall have reasonable access to the building in all areas at all times in order to inspect, repair, install building mechanical and structural components. **Monthly safety inspections will normally occur on the afternoon shift – 4:00 p.m. to 12:30 a.m. Monday through Friday.** Landlord shall not be liable for failure to make any repairs or replacements or alterations unless Landlord fails to do so within a reasonable period of time after written notice from Tenant.
- (b) Landlord will be responsible to make all changes to its properties to comply with federal, state or municipal code changes at Landlord's expense.

Tenant responsibilities:

- (c) Tenant takes the premises as is, except as herein provided.
- (d) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, **INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED**

GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S
USE OF THE PREMISES.

- (e) Tenant shall make no structural changes or alterations to the building or its contents without the prior written consent of Landlord.
- (f) Tenant shall contact the Landlord immediately upon notice of any of the following:
 - (1) for any ceiling water leak, service water or plumbing leak;
 - (2) for loss of electricity;
 - (3) for loss of heat or air conditioning;
 - (4) broken glass including building light fixtures;
 - (5) doors/windows that do not open/close or lock.
- (g) Notwithstanding anything to the contrary in this paragraph 6, Tenant shall be responsible for maintaining and repairing any contents that Tenant replaces under paragraph 20 of this lease agreement, and Tenant may repair or maintain such contents without obtaining Landlord's prior written consent.

The following 24 hour emergency number shall be used and kept available for Optimae Lifeservices personnel at all building locations:

Facilities Management Emergency Number

(515) 460-4901

Examples of an emergency include: fire, water leaks, unsecured doors/buildings, and broken windows. Our office is open 7:30 am – 4:00 pm, Monday – Friday. During those hours, you may call our main number at: (515)382-7400. If there is no answer, please call the on-call cell phone number (above).

Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be emailed to: FMWorkOrders@storycountyowa.gov

7. MECHANICS' LIENS AND NOTICE TO SOLICITORS.

Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Mechanic' liens against public property are barred by Iowa Code Section 626.109. Tenant shall not perform any improvement/work to the property or hire contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement/work on the premises without Landlord's prior written

consent, which consent shall not be unreasonable withheld. Should Tenant be approached by solicitors Tenant is to immediately notify Landlord and notify solicitors that only Landlord may authorize and perform improvements.

8. UTILITIES AND SERVICES.

Tenant shall pay for the following listed utilities: water, electric, gas, sewer and trash services. The listed utilities will remain in Landlord's name and Tenant will be billed for payment. Tenant is to provide a billing address (if different from the address found at paragraph 17) to landlord. Tenant shall reimburse landlord within ten (10) days of receipt of bill from landlord. Snow removal and lawn care services are excluded and provided by Landlord as stated in paragraph 6a. Landlord shall not be liable for damages for failure to perform as herein provided arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services. Utility payments not paid before the next month's utility bill is sent are subject to an automatic 10% late fee. Utility payments are to be made payable to and mailed/delivered to: Story County Iowa, 900 6th Street, Nevada, IA 50201.

9. SURRENDER.

Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease without a written lease or written amendment along with the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease. The landlord may refuse to accept month-to-month payment beyond the lease term without a signed written amendment or new signed lease.

10. ASSIGNMENT AND SUBLETTING.

No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

11. INSURANCE.

Landlord and Tenant agree to the following.

- (a) **Property insurance.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
- (b) **Liability insurance.** Tenant shall obtain commercial general liability

insurance in the amounts of \$1,000,000.00 each occurrence and \$5,000,000.00 annual aggregate per each of the three building locations. This policy shall include an endorsement listing Story County Iowa as an additional insured. The Tenant will provide a copy of the policy declarations to the Landlord yearly upon request.

12. LIABILITY FOR DAMAGE.

Each party shall be liable to the other for all damage caused to the other's property due to the negligence, reckless or intentional acts caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. INDEMNITY.

Except for negligence, reckless or intentional acts of Landlord or Landlord's agents, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

14. DAMAGE.

In the event of damage to the premises so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by written notice of one party to the other and delivered registered or certified mail to the designated address found in paragraph 17 of this agreement. Thirty (30) days after such notice, the parties shall be released from all obligations under this agreement for the remainder of the lease term. This paragraph is not intended as, and does not operate as, a release for any delinquent rent owing by Tenant or liability for damages owing to either Tenant or Landlord occurring before the notice.

15. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

Landlord and Tenant agree to the following.

Events constituting default by tenant:

Each of the following shall constitute an event of default by Tenant.

- (a) Failure to pay rent when due;
- (b) Failure to observe or perform any duties, obligations,

agreements, or conditions imposed on Tenant pursuant to the terms of the lease;

- (c) Abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; and
- (d) Institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

Notice of default:

Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, (including rent) that cannot be remedied in ten (10) days by diligent efforts, the Tenant shall propose an additional period of time (in writing) in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any one year (365 day) lease period.

Remedies:

In the event Tenant has not remedied a default as required by this agreement and assuming proper notice has been given, Landlord may proceed with all available remedies at law or in equity, including but not limited to termination of the lease. In the event of termination of this lease, Landlord shall be entitled to pursue all legal means available to recover possession of the premises. Landlord shall also be entitled to pursue and obtain money judgment against Tenant for the balance of rent agreed to be paid for the lease term, for any damages to the premises plus all expenses of landlord in enforcing these remedies and reletting the premises, including reasonable attorney's fees and court costs.

16. RIGHT TO ADVERTISE.

Landlord, during the last 90 days of this lease, unless the parties to this lease have agreed to renew the lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" signs. Tenant will permit prospective tenants or buyers to enter and examine the premises during reasonable business hours.

17. LEGAL NOTICES AND DEMANDS.

All legal or other notices and demands required by this agreement to be in writing shall be delivered to the parties hereto at the addresses designated in this paragraph unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. The address of Landlord is:

Story County Iowa, 900 6th Street, Nevada, IA 50201

The address of the Tenant is:

Optimae LifeServices, Inc., 602 East Grand Avenue, Des Moines, IA 50309

18. PROVISIONS BINDING.

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

19. CERTIFICATION.

Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

20. CONTENTS

Landlord will leave contents on the premises. Contents are defined as "cubicles, conference room tables, supplies, chairs, desks, filing and storage cabinets, white boards, folding tables, kitchen equipment, appliances, and lockers." All contents are left on the premises at the discretion of Landlord, and

Landlord retains ownership of all contents that Landlord left on the premises. Contents shall not be removed from the buildings or replaced by Tenant without the express permission from Landlord, which shall not be unreasonably withheld. In the event Tenant replaces Landlord's contents at its own expense, Tenant will be the sole owner of those replacement contents. Landlord may remove contents it owns at any time subject to its discretion. At the end of the lease, all contents remaining owned by Landlord return to Landlord. Landlord's contents shall be maintained in good condition, with the exception of normal wear and tear. Tenant shall execute an inventory sheet with Landlord specifying contents that are left on the premises by Landlord, and Tenant agrees to return all contents, which are not owned by Tenant, to Landlord at the expiration of the lease agreement.

21. ADDITIONAL PROVISIONS.

Access to the residential care facility will be granted to Landlord at all times without prior approval by Tenant. Landlord will notify Tenant when it plans to access the residential care facilities when prior notice is practical.

No custodial duties will be provided by Landlord at the residential care facilities.



LANDLORD, Story County Iowa
Authorized signature
Linda Murken, Chair, Story County Board of Supervisors

7-2-19

Date



TENANT, Optima LifeServices, Inc.
Authorized signature
William Dodds, President

6/27/19

Date

LEASE - BUSINESS PROPERTY - SHORT FORM
(With modifications)
THE IOWA STATE BAR ASSOCIATION
Official Form No. 165
Recorder's Cover Sheet

Prepared by/Return to:

Ethan P. Anderson, 126 S. Kellogg, Ames, IA 50010, Phone: (515) 232-4185

Pages: Nine (9) including this page

Official Board Action date: __ / __ / __

Reference Number: _____

Facilities Management Emergency Contact Information

EMERGENCY NUMBER ONLY:

(515) 460-4901

Examples of an emergency include: fire, water leaks, unsecured doors/buildings, and broken windows. Our office is open 7:30 am – 4:00 pm, Monday – Friday. During those hours, you may call our main number at: (515)382-7400. If there is no answer, please call the on-call cell phone number (in red, above).

Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be emailed to: FMWorkOrders@storycountyiowa.gov.

**-Thank You-
Story County Facilities Management**

This sign is to reproduced and displayed by Tenant in a prominent location at each building location during the lease term.

BUSINESS PROPERTY LEASE

THIS LEASE, made and entered into this 25th day of June, 2019, by and between Story County, Iowa, authorized under the laws of the State of Iowa, ("Landlord"), whose address, for the purpose of this lease, is 900 6th Street, Nevada, Iowa, 50201, and Optimae LifeServices, Inc., an Iowa corporation, ("Tenant"), whose address for the purpose of this lease is 602 East Grand, Des Moines, Iowa, 50309, and whose permanent address is 301 W. Burlington Avenue, Fairfield, IA 52556.

The parties agree as follows.

1. PREMISES AND TERM.

Landlord leases to Tenant the following real estate, situated in Story County, Iowa described as one building property owned by Story County, Iowa and situated in Story County, Iowa:

The residential care facility building located at 620 Duluth, Ames, Iowa 50010 commonly referred to as the "Duluth House".

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of July, 2019, and ending on the 30th day of June, 2020, upon the condition that Tenant performs as provided in this lease. The lease may be renewed by the parties for additional one year terms either by signing a new lease or by signing an addendum.

2. RENT.

Tenant agrees to pay Landlord as rent **\$5,423 per month** on or before the 3rd day of July, 2019, and on or before the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. All rent payments are to be made payable to Story County Iowa, 900 6th Street, Nevada, IA 50201, and delivered to Story County Iowa, 900 6th Street, Nevada, IA 50201 or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at **5%** per annum.

3. SECURITY DEPOSIT.

No security deposit is required by Landlord.

4. POSSESSION.

Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

5. USE.

It is the understanding of the parties that the intended use of the properties is for Optimae LifeServices business. Optimae LifeServices shall use the premises only for this purpose.

6. CARE AND MAINTENANCE.

Landlord and Tenant agree to the following.

Landlord responsibilities:

- (a) Landlord shall keep the following in good repair: roof, sewer, plumbing, heating, wiring, air conditioning, windows, exterior walls, foundation. Landlord will maintain all outside public areas lawns, sidewalks, driveways and parking areas including snow removal. See paragraph 20. Landlord shall have reasonable access to the building in all areas at all times in order to inspect, repair, install building mechanical and structural components. **Monthly safety inspections will normally occur on the afternoon shift – 4:00 p.m. to 12:30 a.m. Monday through Friday.** Landlord shall not be liable for failure to make any repairs or replacements or alterations unless Landlord fails to do so within a reasonable period of time after written notice from Tenant.
- (b) Landlord will be responsible to make all changes to its properties to comply with federal, state or municipal code changes at Landlord's expense.

Tenant responsibilities:

- (c) Tenant takes the premises as is, except as herein provided.
- (d) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED

GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES.

- (e) Tenant shall make no structural changes or alterations to the building or its contents without the prior written consent of Landlord.
- (f) Tenant shall contact the Landlord immediately upon notice of any of the following:
 - (1) for any ceiling water leak, service water or plumbing leak;
 - (2) for loss of electricity;
 - (3) for loss of heat or air conditioning;
 - (4) broken glass including building light fixtures;
 - (5) doors/windows that do not open/close or lock.
- (g) Notwithstanding anything to the contrary in this paragraph 6, Tenant shall be responsible for maintaining and repairing any contents that Tenant replaces under paragraph 20 of this lease agreement, and Tenant may repair or maintain such contents without obtaining Landlord's prior written consent.

The following 24 hour emergency number shall be used and kept available for Optima Lifeservices personnel at all building locations:

Facilities Management Emergency Number

(515) 460-4901

Examples of an emergency include: fire, water leaks, unsecured doors/buildings, and broken windows. Our office is open 7:30 am – 4:00 pm, Monday – Friday. During those hours, you may call our main number at: (515)382-7400. If there is no answer, please call the on-call cell phone number (above).

Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be emailed to: FMWorkOrders@storycountyiowa.gov

7. MECHANICS' LIENS AND NOTICE TO SOLICITORS.

Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Mechanic' liens against public property are barred by Iowa Code Section 626.109. Tenant shall not perform any improvement/work to the property or hire contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement/work on the premises without Landlord's prior written

consent, which consent shall not be unreasonable withheld. Should Tenant be approached by solicitors Tenant is to immediately notify Landlord and notify solicitors that only Landlord may authorize and perform improvements.

8. UTILITIES AND SERVICES.

Tenant shall pay for the following listed utilities: water, electric, gas, sewer and trash services. The listed utilities will remain in Landlord's name and Tenant will be billed for payment. Tenant is to provide a billing address (if different from the address found at paragraph 17) to landlord. Tenant shall reimburse landlord within ten (10) days of receipt of bill from landlord. Snow removal and lawn care services are excluded and provided by Landlord as stated in paragraph 6a. Landlord shall not be liable for damages for failure to perform as herein provided arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services. Utility payments not paid before the next month's utility bill is sent are subject to an automatic 10% late fee. Utility payments are to be made payable to and mailed/delivered to: Story County Iowa, 900 6th Street, Nevada, IA 50201.

9. SURRENDER.

Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease without a written lease or written amendment along with the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease. The landlord may refuse to accept month-to-month payment beyond the lease term without a signed written amendment or new signed lease.

10. ASSIGNMENT AND SUBLETTING.

No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

11. INSURANCE.

Landlord and Tenant agree to the following.

- (a) **Property insurance.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
- (b) **Liability insurance.** Tenant shall obtain commercial general liability

insurance in the amounts of \$1,000,000.00 each occurrence and \$5,000,000.00 annual aggregate per each of the three building locations. This policy shall include an endorsement listing Story County Iowa as an additional insured. The Tenant will provide a copy of the policy declarations to the Landlord yearly upon request.

12. LIABILITY FOR DAMAGE.

Each party shall be liable to the other for all damage caused to the other's property due to the negligence, reckless or intentional acts caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. INDEMNITY.

Except for negligence, reckless or intentional acts of Landlord or Landlord's agents, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

14. DAMAGE.

In the event of damage to the premises so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by written notice of one party to the other and delivered registered or certified mail to the designated address found in paragraph 17 of this agreement. Thirty (30) days after such notice, the parties shall be released from all obligations under this agreement for the remainder of the lease term. This paragraph is not intended as, and does not operate as, a release for any delinquent rent owing by Tenant or liability for damages owing to either Tenant or Landlord occurring before the notice.

15. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

Landlord and Tenant agree to the following.

Events constituting default by tenant:

Each of the following shall constitute an event of default by Tenant.

- (a) Failure to pay rent when due;
- (b) Failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the

- terms of the lease;
- (c) Abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; and
 - (d) Institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

Notice of default:

Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, (including rent) that cannot be remedied in ten (10) days by diligent efforts, the Tenant shall propose an additional period of time (in writing) in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any one year (365 day) lease period.

Remedies:

In the event Tenant has not remedied a default as required by this agreement and assuming proper notice has been given, Landlord may proceed with all available remedies at law or in equity, including but not limited to termination of the lease. In the event of termination of this lease, Landlord shall be entitled to pursue all legal means available to recover possession of the premises. Landlord shall also be entitled to pursue and obtain money judgment against Tenant for the balance of rent agreed to be paid for the lease term, for any damages to the premises plus all expenses of landlord in enforcing these remedies and reletting the premises, including reasonable attorney's fees and court costs.

16. RIGHT TO ADVERTISE.

Landlord, during the last 90 days of this lease, unless the parties to this lease have agreed to renew the lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" signs. Tenant will permit prospective tenants or buyers to enter and examine the premises during reasonable business hours.

17. LEGAL NOTICES AND DEMANDS.

All legal or other notices and demands required by this agreement to be in writing shall be delivered to the parties hereto at the addresses designated in this paragraph unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. The address of Landlord is:

Story County Iowa, 900 6th Street, Nevada, IA 50201

The address of the Tenant is:

Optimae LifeServices, Inc., 602 East Grand Avenue, Des Moines, IA 50309

18. PROVISIONS BINDING.

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

19. CERTIFICATION.

Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

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be the sole owner of those replacement contents. Landlord may remove contents it owns at any time subject to its discretion. At the end of the lease, all contents remaining owned by Landlord return to Landlord. Landlord's contents shall be maintained in good condition, with the exception of normal wear and tear. Tenant shall execute an inventory sheet with Landlord specifying the contents that are left on the premises by Landlord, and Tenant agrees to return all contents, which are not owned by Tenant, to Landlord at the expiration of the lease agreement.

21. ADDITIONAL PROVISIONS.

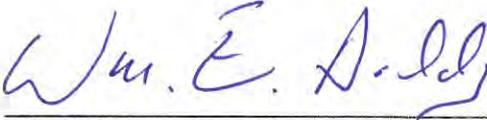
Access to the residential care facility will be granted to Landlord at all times without prior approval by Tenant. Landlord will notify Tenant when it plans to access the residential care facilities when prior notice is practical.

No custodial duties will be provided by Landlord at the residential care facilities.



LANDLORD, Story County Iowa
Authorized signature
Linda Murken, Chair, Story County Board of Supervisors

7/2/19
Date



TENANT, Optima LifeServices, Inc.
Authorized signature
William Dodds, President

7/25/2019
Date

LEASE - BUSINESS PROPERTY - SHORT FORM

(With modifications)

THE IOWA STATE BAR ASSOCIATION

Official Form No. 165

Recorder's Cover Sheet

Prepared by/Return to:

Ethan P. Anderson, 126 S. Kellogg, Ames, IA 50010, Phone: (515) 232-4185

Pages: Nine (9) including this page

Official Board Action date: __ / __ / __

Reference Number: _____

Facilities Management Emergency Contact Information

EMERGENCY NUMBER ONLY:

(515) 460-4901

Examples of an emergency include: fire, water leaks, unsecured doors/buildings, and broken windows. Our office is open 7:30 am – 4:00 pm, Monday – Friday. During those hours, you may call our main number at: (515)382-7400. If there is no answer, please call the on-call cell phone number (in red, above).

Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be emailed to: FMWorkOrders@storycountyiowa.gov.

**-Thank You-
Story County Facilities Management**

This sign is to reproduced and displayed by Tenant in a prominent location at each building location during the lease term.

Prepared By: Paul H. Fitzgerald, Story County Sheriff, Nevada, IA 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

AGREEMENT BETWEEN STORY COUNTY

AND

ELECTRONIC ENGINEERING COMPANY

2019-2020 Fiscal Year

This agreement, made and entered this 2nd day of July, 2019, by and between Story County Sheriff's Office and the Electronic Engineering Company, hereinafter referred to as "E.E."

In order to simplify the budget process, to aid with budget projections, and to provide for easier billing procedures, "E.E." and the "county" agree to a Fixed Rate Budget for Fiscal Year 2019-2020.

FIXED RATE BUDGET

The Fixed Rate Budget includes items which are billed and paid for monthly as rental units. All of these items remain the property of "E.E." The total annual costs include all normal maintenance and repairs of the rental units. The Fixed Budget items are fixed for as long as the Story County Sheriff's Office has the equipment. There will be no increase in costs. The yearly payment costs for these items are as follows:

Quantity	Equipment	Monthly Rate	Annual Cost
36	800 Mobiles	62.50 ea.	\$27,000
32	High Band Units	23.00 ea.	\$8,832
42	800 Portable Radios (Patrol)	37.50 ea.	\$18,900
20	UHF Jail Portables	39.00 ea.	\$9,360
1	Jail Base Radio	75.00	\$900
78(P) + 26 (R)	Tower Fees Patrol & Reserves (50% of overall costs)	20.50 ea.	\$12,792
1	Jail Repeater	150.00	\$1,800
11	800 Portables (Reserves)	37.50 ea.	\$4,950

Total Fixed Costs \$84,534

AGREEMENT WITH ELECTRONIC ENGINEERING COMPANY

Page 2

TOTAL COSTS:

Total Fixed Rate Budget \$84,534

Total Costs \$ (\$76,081 if paid by July 31, 2019
10% discount)

NORMAL MAINTENANCE

All equipment rented from Electronic Engineering Company is taken care of by "Normal Maintenance". Normal maintenance shall include the labor and parts required to repair equipment which has become defective through normal wear and usage. As a result of the age of equipment used in some vehicles there is a possibility some replacement parts may have been discontinued by the manufacturer. If there is a part that is unable to be replaced, the Story County Sheriff's Office shall be notified.

Negligence, acts of others either intentional (i.e. vandalism) or unintentional (i.e. accident), and acts of God are not covered under this maintenance contract.

The Story County Sheriff's Office shall report immediately to Electronic Engineering Company the loss, damage, theft, or removal of any unit.

AGREEMENT WITH ELECTRONIC ENGINEERING COMPANY

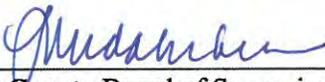
Page 3

INSTRUMENT AS ENTIRE AGREEMENT

This instrument and any attachments that are indicated and incorporated contain the entire agreement made by the parties, and no statements or inducements made by either party that are not set forth in writing and indicated as a modification below shall be valid and binding on the parties.

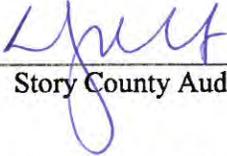
The parties agree to meet and negotiate if a dispute develops when deciding whether the repair and/or maintenance of equipment are covered by this agreement.

FOR STORY COUNTY



Story County Board of Supervisor

Date 7/2/19



Attest: Story County Auditor

Date 7.2.19

FOR ELECTRONIC ENGINEERING COMPANY



Executive Vice President
Electronic Engineering Company

Date 4-27-19

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first written above.

ONE YEAR TOWER AGREEMENT AND SERVICE PRICE DISCOUNT AGREEMENT

The following Customer, and their various accounts, and Electronic Engineering (EE) have agreed to enter a one year contract for system use of EE's analog geo-diverse Specialized Mobile Relay (SMR) systems, located at Alleman, Iowa, Ames, Iowa an at the ISU Campus, and in exchange for this mutually beneficial agreement, EE will offer special discounts on monthly service pricing, and customer will pay for service through the term of the agreement. This agreement covers all the analog SMR equipment used be the customer, and at the special prices shown below.

Account Name Story County Accounts # _____
Address 900 1st St.
City Nevada, Iowa Zip Code 50201

<u>Type of Service</u>	<u>Type of Equipment: SMR Mobiles and Portables</u>	<u>Monthly Rate</u>
Mobile, Portables, Bases used by Public Safety Departments		\$ 20.50/radio/month (\$246/radio/year)
Mobile, Portables, Bases used by Non-Public Safety Departments		\$ 18.50/radio/month (\$222/radio/year)

EE will again offer a 10% annual payment discount if payments made in N30 day terms from 7/1/2019

- Police, Fire, Dept of Public Safety Sheriff, Rural Fire, EMS, and Hospital are considered Public Safety
- Park & Rec, Street, Utility, Traffic, Fleet, Electric, Cy-Ride, Parking, Residence, Library, Memorial Union, Recreation, Food Services, Environmental, Conservation, Engineering are considered non-Public Safety

1. The terms of this Agreement shall be one (1) year commencing on the 1st day of July, 2019 and end on the 30th day of June 2020. Due to underlying tower leases with 3rd party tower owners, this agreement does not automatically renew. Renewal options for the Ames and ISU systems are possible, but outside the scope of this agreement.
2. Payment shall be due and payable thirty (30) days from invoice date.
3. EE guarantees this geo-diverse SMR system performance, and minimum uptime of the system at 99.5%, based on the contract term. EE will respond to system degradations in system performance and outages, as they become known and/or alerted to by the customer. System uptime reports and reports of service calls will be shared with customer representatives on a regular basis. System downtime conditions will follow the Glossary of Definitions on Schedule A of this agreement.
4. Failure to maintain minimum uptime standards will result in either a credit of services billed or a rebate of paid services, in the amount of 50¢ per month for billed public safety units and \$1.50 per month for billed Non-public safety billed units.
5. Customer has the responsibility to keep its subscriber radios in working order, and poor and/or faulty working subscriber radios do not count against minimum system uptime. Mutual efforts to keep the system running properly include providing information regarding performance issues, the user name, and location, time and date, nature of problem, information regarding the person making the service call, dispatcher name or number if it came from dispatch, contact numbers, and supervisory information to receive a post service call debrief.
6. At the end of this agreement, any rental equipment will be returned by customer to EE. Receipts will be provided. Unreturned rental equipment may be billed. Customer owned equipment will be brought in for the removal of the licensed frequencies of the geo-diverse SMR systems, this un-programming will be done at no charge by EE. A record of all serial numbers of unprogrammed radios will be kept and provided to all parties.

I have read and fully understand the above terms of this agreement with EE duly noted this 2 day of July, 2019.

Printed Name L. William Coward Signature [Signature] Date 6-27-19
EECO Representative

Printed Name Linda Murken Chair Signature [Signature] Date 7-2-19
Customer's Signature



**STORY COUNTY
BOARD OF SUPERVISORS**

**LINDA MURKEN
LAURIS OLSON
LISA HEDDENS**

Story County Administration
900 Sixth Street
Nevada Iowa 50201
515-382-7200
515-382-7206 (fax)

July 2, 2019

Enhance Iowa Board of Directors
Iowa Department of Economic Development
200 East Grant Avenue
Des Moines, Iowa 50309

removed from agenda

Dear Board Members:

On behalf of the Story County Board of Supervisors, we are writing to express our strong support for the Miracle League of Ames project and associated Community Attraction and Tourism (CAT) Grant application.

The Miracle League project, creating a fully accessible, specially designed baseball field as well as an all-inclusive playground and support pavilion, will provide access to persons with disabilities - individuals who currently have limited access to these opportunities - for all of Story County residents to sports leagues and playground equipment.

Funding from the CAT Grant will significantly benefit the Miracle League of Ames and help make this project a reality. In addition to the increased opportunities for youth, this project will serve as an economic and tourism-driver as the facility will almost certainly become a destination for families across the Midwest.

Throughout Story County, we collectively strive for programs that provide access and push individuals towards individual success in whatever definition that means to them. The Miracle League of Ames is another way to ensure barriers are removed for those with mental and physical disabilities, affording them opportunities regardless of limitations.

Thank you considering support of the Miracle League of Ames application. We are confident that through funding this project, you will see a tremendous, positive impact to the youth of our area and youth throughout the Midwest.

Best regards,

A handwritten signature in blue ink, appearing to read "Linda S. Murken".

Linda S. Murken
Chair, Story County Board of Supervisors

STORY COUNTY, IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION 20-05

Resolution Awarding \$3,000,000.00 General Obligation Peace Officer and
Emergency Services Communication Equipment and Systems Bonds

WHEREAS, pursuant to the provisions of §331.402 and §331.441 of the *Code of Iowa*, the Board of Supervisors of Story County, Iowa (the "County"), has heretofore proposed to contract indebtedness and enter into a loan agreement (the "Loan Agreement") in a principal amount not to exceed \$3,000,000.00 to provide funds for the purpose of paying the cost, to that extent, of peace officer communication equipment and other emergency services communication and systems ("StoryComm"); and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of \$3,000,000.00 General Obligation Peace Officer and Emergency Services Communication Equipment and Systems Bonds to be issued in evidence of the County's obligation under the Loan Agreement were received and canvassed on behalf of the County and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of First National Bank, Ames, Iowa (the "Purchaser") is the best, such bid proposing the lowest interest cost to the County;

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

1. The County shall enter into a Loan Agreement with the aforesaid bidder, as Purchaser, in substantially the form as will be placed on file with the Board of Supervisors, providing for a loan to the County in a principal amount of \$3,000,000.00 for the purpose set forth in the preamble thereof.
2. The bid of the Purchaser referred to in the preamble is hereby accepted and the Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest.
3. The form of agreement of sale (the "Sale Agreement") of the Bonds to the Purchaser is hereby approved and the Chairperson of the Board of Supervisors and the County Treasurer are hereby authorized to execute the Sale Agreement for and on behalf of the County.
4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Motion by: Olson, Seconded by: Heddens

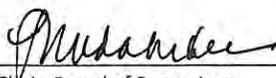
Voting Aye: Olson, Heddens, Murken

Voting Nay: None

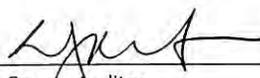
Abstaining: None

Absent: None

Approved this 2nd day of July, 2019



Chair, Board of Supervisors

Attest: 

County Auditor

MINUTES TO SELL BONDS
Nevada, Iowa
July 2, 2019

The Board of Supervisors met on July 2, 2019 at 10 o'clock a.m. at the Administration Building, Nevada, Iowa. Linda Murken, Board Chair, presided and the roll was called showing the following Supervisors present and absent:

Present: Linda Murken, Lauris Olson, Lisa Heddens

Absent: None

This being the time and place fixed by the Board for the consideration of bids for the purchase of the County's \$3,000,000.00 General Obligation Peace Officer and Emergency Services Communication Equipment and Systems Bonds, Series 2019, the Chairperson announced that bids had been received and canvassed on behalf of the County at the time and place fixed thereof.

Whereupon such bids were placed on file, and the substance of such bids was noted in the minutes, as follows:

First National Bank, Ames, Iowa Final Bid of 3.95% per annum for fifteen years

After due consideration and discussion, Supervisor Olson introduced Resolution 20-05 and moved its adoption, seconded by Supervisor Heddens. The Supervisors voted as follows:

Voting Aye: Olson, Heddens, Murken

Voting Nay: None

Abstaining: None

Absent: None

Whereupon the Chairperson declared the resolution duly adopted as hereinafter set out.

Bid Sheet
 Story County, Iowa
 \$3,000,000 Essential County Purpose Bond

(Closing on or about June 30, 2019)

For the Story County Essential County Purpose Bond (the "Bond"), we submit the following proposal:

The installment payment of principal of the Bond shall bear interest paid semi-annually (June 1 and December 1) as follows:

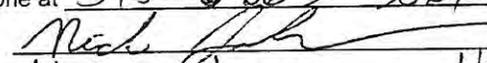
For the \$155,475.21 maturing on June 1, 2020	<u>3.95</u>	% per annum
For the \$160,916.84 maturing on June 1, 2021	<u>3.95</u>	% per annum
For the \$166,548.93 maturing on June 1, 2022	<u>3.95</u>	% per annum
For the \$172,378.14 maturing on June 1, 2023	<u>3.95</u>	% per annum
For the \$178,411.38 maturing on June 1, 2024	<u>3.95</u>	% per annum
For the \$184,655.78 maturing on June 1, 2025	<u>3.95</u>	% per annum
For the \$191,118.73 maturing on June 1, 2026	<u>3.95</u>	% per annum
For the \$197,807.88 maturing on June 1, 2027	<u>3.95</u>	% per annum
For the \$204,731.16 maturing on June 1, 2028	<u>3.95</u>	% per annum
For the \$211,896.75 maturing on June 1, 2029	<u>3.95</u>	% per annum
For the \$219,313.14 maturing on June 1, 2030	<u>3.95</u>	% per annum
For the \$226,989.10 maturing on June 1, 2031	<u>3.95</u>	% per annum
For the \$234,933.71 maturing on June 1, 2032	<u>3.95</u>	% per annum
For the \$243,156.39 maturing on June 1, 2033	<u>3.95</u>	% per annum
For the \$242,858.53 maturing on June 1, 2034	<u>3.95</u>	% per annum

The following is for informational purposes only and is not part of this bid:

Effective Interest Rate: 3.95 %
 Net Interest Cost: \$ 1,018,539.94

This Bid Sheet is submitted by First National Bank, Ames, Iowa.
(Bank Name) (City)

The bank's contact person with respect to this bid is Nick Johnson who can be reached by phone at 515-663-3061.

By:  (signature)
Nick Johnson (Printed Name) VP & Portfolio Manager (Title)

+++++
 The above offer is accepted on behalf of Story County, Iowa, this 25 day of June, 2019

STORY COUNTY, IOWA
 By 
 Chair, Board of Supervisor

Attest:

 County Auditor

RESOLUTION #20-04

Resolution to Approve Addition of County Property to the Collins Urban
Renewal Area

WHEREAS, the City of Collins, Iowa (the "City") has begun the process of adding territory to its Collins Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa; and

WHEREAS, the property which is proposed to be added to the Urban Renewal Area is located outside the city limits, such property being described on Exhibit A hereto (the "Property"); and

WHEREAS, in accordance with paragraph 4 of Section 403.17 of the Code of Iowa, a city may exercise urban renewal powers with respect to property which is located outside but within two miles of the boundary of that city, but only if the city obtains the consent of the county within which such property is located; and

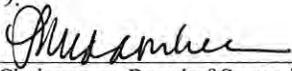
WHEREAS, the City Council of the City has requested that the Board of Supervisors of Story County, Iowa ("Story County") adopt this resolution giving its consent that the City may exercise urban renewal powers with respect to the portions of the Property lying within two miles of the incorporated city limits;

NOW, THEREFORE, it is hereby resolved by the Board of Supervisors of Story County, Iowa, as follows:

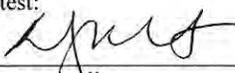
Section 1. The Story County Board of Supervisors hereby gives its consent that the City may exercise urban renewal powers pursuant to Chapter 403 of the Code of Iowa with respect to the portion of the Property situated in Story County and outside the incorporated boundaries of the City.

Section 2. This Resolution shall be deemed to meet the statutory requirements of paragraph 4 of Section 403.17 of the Code of Iowa and shall be effective immediately following its approval and execution.

Passed and approved this 2nd day of July, 2019.



Chairperson, Board of Supervisors

Attest:


County Auditor

Ayes: Olson, Heddens, Murken

Nays: None

EXHIBIT A
Property Description

Certain real property situated in Story County, State of Iowa, more particularly described as follows:

PARCEL C:

PARCEL B, AS SHOWN ON THE PLAT OF SURVEY IN SLIDE 310 AT PAGE 5 IN THE STORY COUNTY RECORDER'S OFFICE; AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP EIGHTY-TWO (82) NORTH, RANGE TWENTY-ONE (21) WEST OF THE 5TH P.M., STORY COUNTY, IOWA, ALL TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 89°44'46" WEST 950.00 FEET, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 29; THENCE LEAVING SAID NORTH LINE, SOUTH 00°05'05" WEST 950.00 FEET; THENCE SOUTH 89°44'46" EAST 950.00 FEET TO THE EAST LINE OF SAID NE1/4; THENCE NORTH 00°05'05" EAST 950.00 FEET, TO THE POINT OF BEGINNING.

PARCEL CONTAINS 20.72 ACRES, WHICH INCLUDES 2.23 ACRES OF EXISTING PUBLIC RIGHT OF WAY AND IS SUBJECT TO EASEMENTS OF RECORD. NOTE: FOR THE PURPOSE OF THIS SURVEY, THE EAST LINE OF THE NORTHEAST QUARTER IS ASSUMED TO BEAR NORTH 00°05'05" EAST.

Closure No. 20-01

Date June 28, 2019

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 33-34 Nevada Twp on

S27 between Indian Creek Trail and 272nd St

Motion by: Olson Seconded by: Heddens

Olson	<input checked="" type="checkbox"/>	Aye	Heddens	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
		Nay			Nay			Nay
		Absent			Absent			Absent

Mudamha

Story County Board of Supervisors

STORY COUNTY UTILITY PERMIT

Date 06/24/2019

To the Board of Supervisors, Story County, Iowa:

The Windstream Iowa Communications, LLC Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Little Rock, Arkansas, 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 Copper and Fiber cable on secondary route 200th St, from 200th St to 200 St, a distance of .31 miles. (713392241 - OSP 13869)

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

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

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

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 06/24/2019

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

Melvin Fecher 501-748-0778
by Melvin Fecher - Analyst I - Eng. Support Phone no.

Recommended for Approval:

Date 6-25-19

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

Approved:

Date 7-2-19

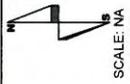
[Signature]
Chair, Board of Supervisors
Story County, Iowa

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

VICINITY MAP



FB NEVD 40M 59729 200TH STREET
 STORY COUNTY TWP 84N, RING 23W, SEC 22
 COUNTY PERMIT REQD.- STORY, IA
LOCATE ALL FACILITIES PRIOR TO DIGGING
IA - IOWA ONE CALL - 811 - 1-800-292-8989

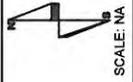


ENGINEER: WINDSTREAM - CHRIS COOK
 FIELD ENGINEER: PEARCE SERVICES TROY OZBUN
 DRAWN BY: PEARCE SERVICES TROY OZBUN

PROJECT: 713392241
 DESCRIPTION: PLACING NEW FIBER TO 59729 200TH STREET FROM AN EXISTING HAND HOLE AT THE INTERSECTION OF 590TH AVE AND 200TH ST.
 EXCHANGE: NEVDIA
 SHEET: COVER DATE: 06/07/2019



WORK ORDER UNIT SUMMARY			
EXCHANGE NAME:	NEVD	W.O. #	713392241
W.O. TITLE:	FB NEVD 40M 59729 200TH ST		
UNIT CODE:	SHEET 1	SHEET 3	TOTALS
	EST. QUANTITY	EST. QUANTITY	EST. QUANTITY
WHBFO	1		1
WHO1(B)	2		2
HOMW(B)	2		2
BM2C	1		1
BFO48	1635		1635
BM53F	1		1
BFO48I		145	145
BM60(1)(1.25)PF>100		145	145
BHF(24X36X24)T		1	1
BM2		1	1
H8FO(12)		1	1
HO1(B)		12	12
PM21FW(12)200		1	1
BM2P		1	1



FB NEVD 40M 59729 200TH STREET
 STORY COUNTY TWP 84N, RNG 23W, SEC 22
 COUNTY PERMIT REQ'D- STORY, IA
LOCATE ALL FACILITIES PRIOR TO DIGGING
IA - IOWA ONE CALL - 811 - 1-800-292-8989

windstream
communications

ENGINEER: WINDSTREAM - CHRIS COOK
 FIELD ENGINEER: PEARCE SERVICES TROY OZBUN
 DRAWN BY: PEARCE SERVICES TROY OZBUN

PROJECT: 713392241
 DESCRIPTION: PLACING NEW FIBER TO 59729 200TH STREET FROM AN EXISTING HAND HOLE AT THE INTERSECTION OF 590TH AVE AND 200TH ST.
 EXCHANGE: NEVDIA
 SHEET: UNIT SUM DATE: 06/07/2019



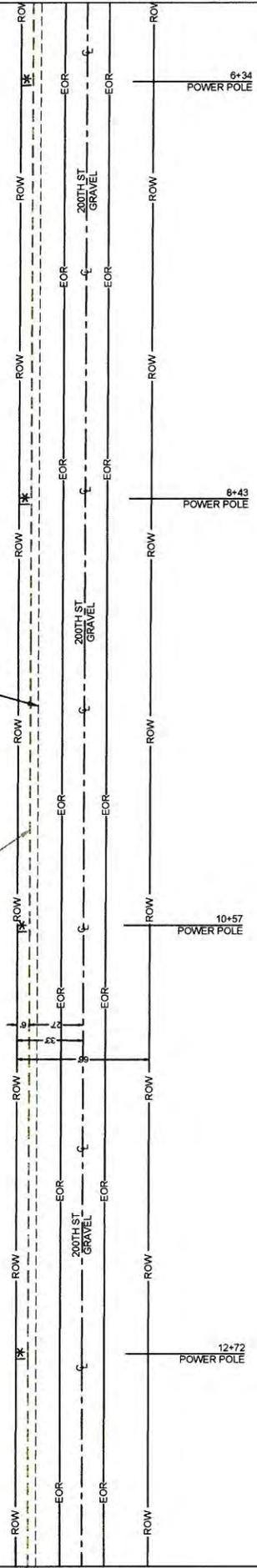


TO CO →

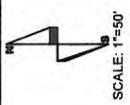


FLOW AND PLACE 48 FIBER @ 36" DEPTH FROM EXISTING HAND HOLE 9000'NW TO NEW HAND HOLE INSTALLED AT 59729 200TH ST. BFO.68 - SHT 1 T.B.D. 1-2 X.D. 3-48

UKF 50-24 2870' (2000) NW, 1-50



FB NEVD 40M 59729 200TH STREET
 STORY COUNTY TWP 84N, RNG 23W, SEC 22
 COUNTY PERMIT REQ'D- STORY, IA
LOCATE ALL FACILITIES PRIOR TO DIGGING
IA - IOWA ONE CALL - 811 - 1-800-292-8989



ENGINEER: WINDSTREAM - CHRIS COOK
 FIELD ENGINEER: PEARCE SERVICES TROY OZBUN
 DRAWN BY: PEARCE SERVICES TROY OZBUN

PROJECT: 713392241
 DESCRIPTION: PLACING NEW FIBER TO 59729 200TH STREET FROM AN EXISTING HAND HOLE AT THE INTERSECTION OF 590TH AVE AND 200TH ST.
 EXCHANGE: NEVDA
 SHEET 2 OF 3 DATE: 06/07/2019



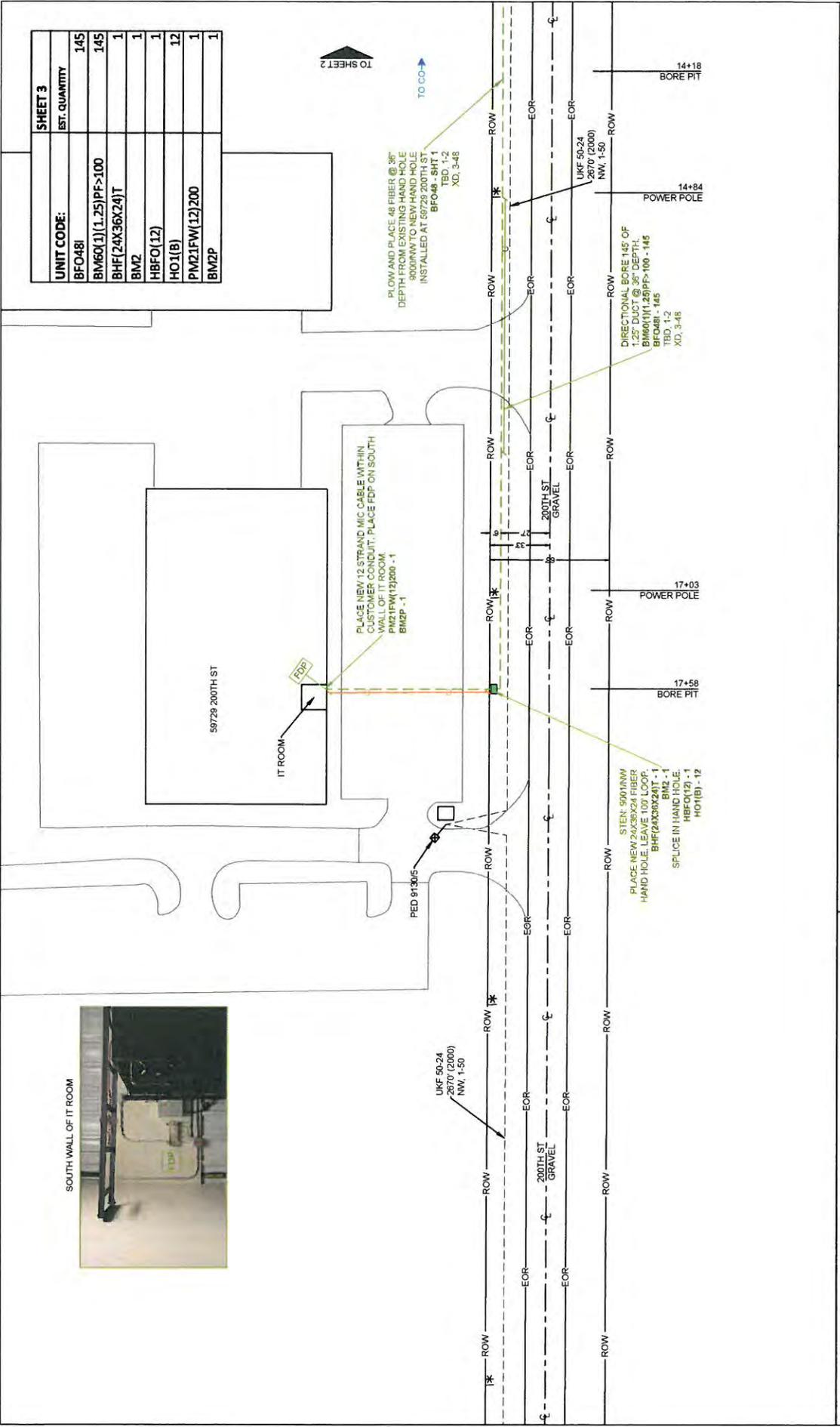
SOUTH WALL OF IT ROOM



UNIT CODE:	SHEET 3	EST. QUANTITY
BFO48		145
BM60(1)(1.25)PF>100		145
BHF(24X36X24)T		1
BM2		1
HBFO(12)		1
HOI(B)		12
PM2JFW(12)200		1
BM2P		1



TO CO



SCALE: 1"=50'

FB NEVD 40M 59729 200TH STREET
 STORY COUNTY TWP 84N, RNG 23W, SEC 22
 COUNTY PERMIT REQ'D- STORY, IA
LOCATE ALL FACILITIES PRIOR TO DIGGING
IA - IOWA ONE CALL - 811 - 1-800-292-8989

ENGINEER: WINDSTREAM - CHRIS COOK
 FIELD ENGINEER: PEARCE SERVICES TROY OZBUN
 DRAWN BY: PEARCE SERVICES TROY OZBUN

PROJECT: 713392241
 DESCRIPTION: PLACING NEW FIBER TO 59729 200TH STREET FROM AN EXISTING HAND HOLE AT THE INTERSECTION OF 590TH AVE AND 200TH ST.
 EXCHANGE: NEVDA
 SHEET: 3 OF 3 DATE: 09/07/2019



STORY COUNTY UTILITY PERMIT

Date 6/18/2019

To the Board of Supervisors, Story County, Iowa:

The Colo Telephone Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 303 Main St Colo IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of fiber optic cable on secondary route 190 th St, from 2710 going west to Cell tower then north to HH, a distance of .17 miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

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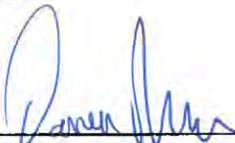
Date 6/18/2019

Colo Telephone Company
Name of Company (Applicant - Permittee)

Shane Bellon 641-377-2202
by Phone no.

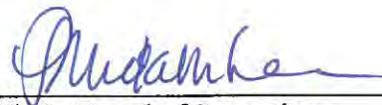
Recommended for Approval:

Date 6-25-19


County Engineer 515-382-7355
Phone no.

Approved:

Date 7/2/19


Chair, Board of Supervisors
Story County, Iowa

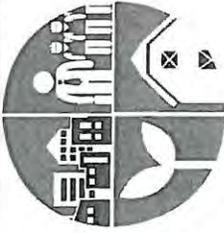
Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.

Untitled Map

Write a description for your map.

Legend





STORY COUNTY
ECONOMIC DEVELOPMENT COUNCIL

Fiscal Year 2019 Annual Report

Submitted June 2019

APPROVED

DENIED

Board Member Initials: gmv

Meeting Date: 7/2/19

Follow-up action: _____

Meetings and Attendance

Date of Meeting	Meeting Location	Attendance																		
		Ames	Cambridge	Collins	Colo	Gilbert	Huxley	Kelley	Maxwell	McCallisburg	Nevada	Roland	Slater	Story City	Zearing	BOS	PZC Rep	SCCB Rep	AEDC Contract	SC Staff
4/25/2019	Gilbert City Hall	X	X	X	X	X	X	X	X	X	X	X	X	X	X			X	X	
1/24/2019	Slater City Hall	X	X	X	X	X	X	X	X	X	X	X	X	X	X			X	X	
10/25/2018	Collins Community Center	X	X	X	X	X	X	X	X	X	X	X	X	X	X			X	X	
8/16/2018	Nevada - Admin Building	X	X	X	X	X	X	X	X	X	X	X	X	X	X			X	X	

Based on the attendance in FY 2019, the following communities are eligible for FY2020 funding:

- All communities except McCallisburg.

Fiscal Year 2019 Funds Awarded

For Fiscal Year 2019, the Story County Board of Supervisors budgeted \$110,000 in funding to the Story County Economic Development Group. These funds are distributed in two ways to eligible Story County communities:

1. Annual Allocation: Annually, all eligible Story County communities receive a base amount for attending meetings and being certified with the County, plus a per capita distribution of the funds allocated by the Story County Board of Supervisors.
2. Project Funds (formally known as "Pool" funds): Project Funds consist of a maximum of 15% of the total funds allocated annually to the SCEDG from the Board of Supervisors.

Each eligible community may only submit one application and application requests shall not exceed \$2,500 per request.

These funds can be used to assist eligible communities in Story County with the following initiatives:

- Community marketing and prospecting
- Development of promotional materials
- Consulting and planning services
- Speculative buildings
- Financial incentives
- Tourism attractions (which create a major impact on the entire county – events are not eligible)
- General community betterment activities
- Main Street projects which are part of a planned community project, including, but not limited to such things as streets aping, facilitators for planning, focus groups, and community-based restoration.
- Welcome signage and community entrance beautification
- Community driven housing promotion, including, but not limited to housings assessments, marketing of housing opportunities, and marketing for recruitment of potential developers
- Industrial park and commercial park preliminary studies
- Directional and local attraction signage.

Community	Ames	Cambridge	Collins	Colo	Gilbert	Huxley	Kelley	Maxwell	McCallisburg	Nevada	Roland	Slater	Story City	Zearing	TOTALS
Population (2010)	58,965	827	495	876	1,082	3,317	309	920	333	6,798	1,284	1,489	3,431	554	80,999
Pool Funds	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$-	\$500	\$500	\$500	\$500	\$500	\$6,500
Base	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$-	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$19,500.00
Certification	\$49,536.85	\$694.77	\$415.85	\$735.93	\$908.99	\$2,786.63	\$259.59	\$772.90	\$-	\$5,711.04	\$1,078.70	\$1,250.92	\$2,882.40	\$465.42	\$67,500.00
Total \$ FY19	\$51,536.85	\$2,694.77	\$2,415.85	\$2,735.93	\$2,908.99	\$4,786.63	\$2,259.59	\$2,772.90	\$-	\$7,711.04	\$3,078.70	\$3,250.92	\$4,882.40	\$2,465.42	\$93,500.00
Project Funds	\$-	\$2,500.00	\$2,500.00	\$800.00	\$-	\$2,500.00	\$-	\$2,200.00	\$-	\$-	\$2,000.00	\$-	\$2,500.00	\$1,500.00	\$16,500.00
Total \$ FY19	\$51,536.85	\$5,194.77	\$4,915.85	\$3,535.93	\$2,908.99	\$7,286.63	\$2,259.59	\$4,972.90	\$-	\$7,711.04	\$5,078.70	\$3,250.92	\$7,382.40	\$3,965.42	\$110,000.00

Projects (by Community)

Community	Project Description	Requested Amount	Awarded Amount
Cambridge	Asbestos abatement of old library and Legion Hall	\$3,000.00	\$2,500.00
Collins	Mural	\$3,000.00	\$2,500.00
Colo	Engineering fees for proposed development	\$800.00	\$800.00
Huxley	Update economic development video and fliers	\$2,900.00	\$2,500.00
Maxwell	Brochure development	\$1,500.00	\$2,200.00
Roland	Painting exposed brick	\$2,000.00	\$2,000.00
Story City	Repair and renovation of exterior of carousel pavillion	\$10,000.00	\$2,500.00
Zearing	Permanent signage	\$1,500.00	\$1,500.00
Totals		\$16,500.00	\$16,500.00

Story County Economic Development Group – Agenda Summaries

Throughout Fiscal Year 2019, the Story County Economic Development Group received reports and presentations, and/or took action on, the following items:

- Presentation/Discussion by Lauris Olson – Housing Grant Pilot Proposal
- Presentation on Wastewater Alternative – Gross-Wen Technologies
- Housing Needs Assessment Discussion
- Calendar Year 2019 Adopted
- Economic Development Summit
- Amendments to Bylaws
- Presentation on the Story County Housing Trust – Amber Corrieri

Upcoming Items (Fiscal Year 2020)

- July 2, 2019 – Board of Supervisors Approval of Annual Report
- July 18, 2019 – SCEDG Meeting – Election of Officers
- September 20, 2019 – Economic Development Summit
- September 30, 2019 – Applications for County Funding Program Projects Due
- October 24, 2019 – Joint meeting with the Board of Supervisors

Submitted to the Board of Supervisors by Drew Kamp, Chairperson, Story County Economic Development Group



Drew Kamp

Date: Friday, June 14, 2019



County Outreach and Special Projects Manager
Story County, Iowa

Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7247 Email: lharter@storycountyiowa.gov
www.storycountyiowa.gov

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP, CFM
RE: Update on the Home Base Iowa Program – Welcome Home to Story
County Relocation Assistance Program
DATE: Updated June 27, 2019

Staff members met earlier this spring to discuss potential program revisions for the Home Base Iowa Program Welcome Home to Story County Relocation Assistance Program, and those modifications are summarized below.

As a recipient of funding through the Story County Housing Trust Fund, Story County will be able to enhance funding opportunities through this program by offering rental assistance to income-eligible applicants in addition to individuals receiving funding only through Story County's direct contribution to the program.

The proposed program modifications are as follows as noted in red/underline:

The program allows up to \$2,500 (distributed on a reimbursement basis except as noted below) to eligible applicants for the following uses,

THE FOLLOWING ITEMS ARE ELIGIBLE USES OF THE FUNDS:

- MOVING EXPENSES
- PURCHASES OF APPLIANCES
- UTILITY DEPOSITS
- DOWN-PAYMENT ASSISTANCE (FOR HOME PURCHASES)*
- RENT FOR TEMPORARY HOUSING WHILE WAITING FOR PERMANENT HOUSING
- RENT DEPOSITS^
- RENTAL ASSISTANCE^

*Funds used for Down-Payment Assistance for the purchase of a house will be distributed directly from Story County to the lender at time of closing.

^Story County may assist with rental assistance up to \$2,500 for eligible applicants. In all cases of rental assistance, funds are payable directly to the leasing agent/landlord. Rental assistance may be available to applicants through two funding streams:

- Story County receives funding through the Story County Housing Trust Fund to assist eligible applicants who meet low-to-moderate income criteria. Applicants who meet such income thresholds may receive assistance for rent deposits and rental assistance up to \$2,000 through that funding source, with an additional \$500 provided by Story County directly to assist with costs. Additional requirements may apply to applicants using funds for rental deposits and/or rental assistance with funds through the Story County Housing Trust Fund.

STORY COUNTY HOUSING TRUST

July 1, 2019

Leanne Harter
Story County Administration
900 6th Street
Nevada, IA 50201

RE: Rental Assistance Grant Award

Dear Leanne;

The Story County Housing Trust Board of Directors voted May 21, 2019 to award Rental Assistance Grants. We would like to inform you that the Board approved \$17,600.00 for Story County Home Base Iowa to use for Rental Assistance in Story County.

Funds are approved for approximately 8 households with incomes at or below 50% Area Median Income (AMI).

Home Base Iowa may utilize this funding for the following areas: rent, deposits, application fees, and utility payments. The intention of this funding is to offer individualized assistance designed to assist clients in obtaining permanent housing. The funding will assist clients who would otherwise not enter housing due to excessive requirements for application fees or deposits as well as clients who have utility arrears or deposits. Home Base Iowa can use their own intake process and distribution methods. Landlord Agreements regarding deposit payments will be required as stated in the contract.

We are extremely proud of our collaboration on this vital program to serve moderate to very low-income households in Story County. If you have any questions, please contact me, at your earliest convenience.

Sincerely,



STORY COUNTY HOUSING TRUST
Lori Kauzlarich
SCHT Staff

General Scope of work would be:

- Replacement of five (5) roof mounted geothermal heat-pump units
- Replacement of three (3) gas fired roof top units
- Replacement of four (4) interior geothermal heat-pump units
- Adding any required roof edge guard railing
- All work to meet all current codes and regulations

Item #3 below will not be in the original contract but may be addressed through a subsequent addendum.

1. PROVIDE DESIGN through a series of consultations with Story County Facilities Management, Board of Supervisors, and other pertinent parties.
2. PREPARE PLANS, SPECIFICATIONS, CONSTRUCTION COST ESTIMATES, AND OBTAIN ALL APPLICABLE PERMITS for the proposed improvements. The selected design firm will assist in the creation of project schedules, to include design and construction. Adherence to the overall project budget is mandatory with the selected design firm providing an estimated construction cost budget. The development of all schedules and budgets will be approved by Story County. Design submittals will be required at 30%, 60%, 95%, and final.
3. PROVIDE CONSTRUCTION ADMINISTRATION. If applicable, this will be handled by an addendum to the original contract, and may include the following:
 - A. Attend bid-letting, preconstruction, and progress meetings.
 - B. Act as Resident Construction Engineer. Ensure substantial compliance with plans and specifications by overseeing construction, inspection, material testing and reporting requirements. (Story County Facilities Management will do continuous monitoring).
 - C. Prepare and review any change orders.
 - D. Coordination and facilitation of any claims or disputes.
 - E. Final review and project closeout.

Conceptual Plan

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

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

- Vendor name, address, and names of primary contacts.
- Identify project manager.
- Restatement of services required (two pages maximum): attach a restatement of the proposed agreement that outlines its objectives and scope as perceived. Do not repeat the Scope of Services, but elaborate on the tasks, conditions, or other specifics deemed significant and necessary to demonstrate a complete understanding of the technical and substantive issues to be addressed.
- Outline personnel skills and services that distinguish the Vendor, incorporating appropriate staff profiles and a description of specific staff that will comprise the project team for this



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
Through: Michael D. Cox, Director ✓
From: Ryan Wiemold, Parks Superintendent
Date: July 2, 2019
Re: Consideration of bid award to Vieco Development and Construction for the Hickory Grove Beach House for \$291,459.

Bids for construction of the Hickory Grove Beach House replacement were solicited, opened, and reviewed. Project construction includes site development, building procurement and placement, as well as site amenities.

This project is a much needed facility upgrade for the public as the beach area at Hickory Grove is highly used. The low qualified bid came in higher than the cost opinion for the project, by approximately 15%. Conservation staff looked into finding other cost saving solutions but ultimately decided that accepting this bid is the preferred option for the park. We recommend that the SCCB make up the difference in allocated budget and project costs through other available funding mechanisms.

After consideration, staff recommends that the bid be awarded to Vieco Development and Construction for the Hickory Grove Beach House project, for \$291,459.

Story County Conservation Board recommends approval.

To add-funding from Energy Transfer funds (ETF) or other funding as generated by Conservation-

[Signature]

Approval

Disapproval

Date

7/2/19

Date