

The Board of Supervisors met on 11/05/19 at 10:00 a.m. in the Story County Administration Building. Members present: Lisa Heddens, Linda Murken, and Lauris Olson, with Murken presiding. (all audio of meetings available at storycountyowa.gov)

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

**MINUTES:** Olson moved, Heddens seconded approving the 10/29/19 minutes as presented. Roll call vote. (MCU) Heddens moved, Olson seconded approval of the Consent Agenda as presented.

1. 2020 Holiday Schedule
2. 28E Agreement for Tobacco, alternative Nicotine and Vapor Product Enforcement between the Iowa Alcoholic Beverages Division and Story County effective 10/1/19-6/30/20
3. Certificate of Appointment of Deputy Sheriff Alexander Janorschke effective 10/28/19
4. Employment Agreement between Alexander Janorschke and Story County effective 10/28/19-10/28/23
5. Performance Software and Support, Set Up and Training Fees between Story County And NeoGov, effective 1/1/20-12/31/20, for \$15,152.00
6. Resolution #20-35, setting a date and time for Public Hearing on 11/19/19, for Consideration of the Advertisement to bid for the Story County Justice Center Housing Heating, Ventilation, and Air-Conditioning (HVAC) Equipment Replacement Project
7. Contract for Highway Right-of-Way with Harry M. and Sara J. Samms for the purchase of temporary easement for \$287.13 (570<sup>th</sup> Avenue hill grading)
8. Contract of Highway Right-of-Way with Harry M. and Sara J. Samms for the purchase of permanent easement for \$1,789.33 (BROS-SWAP-CO85(148)--SE-85)
9. Lease Agreement between Story County and StoryComm, effective 6/1/20-5/31/35, for one dollar a year
10. Renewal for TCM Software and Support Fees between Story County and Tyler Technologies, Inc., effective for the following: 2/1/21-1/31 for \$21,527.00; 2/1/22-1/31/23 for \$22,603.00; 2/1/23-1/31/24 for \$23,734.00; 2/1/24-1/31/25 for \$24,920.00
11. Road Closure Resolutions: #20-21, 20-22
12. Utility Permits: #20-4540, 20-4541

Roll call vote. (MCU)

**INTERNET CONNECTION FROM AUREON AT THE HUMAN SERVICES CENTER (HSC) BUILDING IN AMES**

– Barb Steinback, Information Technology Director, reported on proposals increasing the bandwidth and reviewed several options. She reported on a three-year contract, and recommended doubling the bandwidth; this option is within budget. Discussion took place. Heddens moved, Olson seconded approval of Internet Connection from Aureon at HSC in Ames for a 36-month period of dedicated internet access of 20 Mbps for \$400.00 per month. Roll call vote. (MCU)

**RECOMMENDATIONS FROM THE STORY COUNTY ECONOMIC DEVELOPMENT GROUP (SCEDG) FOR THE FISCAL YEAR 2020 PROJECT FUNDS**

– Leanne Harter, County Outreach and Special Projects Manager, reported on FY20 funding, the list of projects provided, participating communities, and SCEDG bylaws. Olson stated concerns for two requests that do not meet standards. Heddens concurred on one. Discussion took place. Heddens clarified eligibility criteria, and to look at this in the future. Olson moved to approve requests for the cities of Cambridge, Collins, Colo, and Huxley totaling \$9,500.00 with the remainder of FY20 funds to be split evenly. Additional discussion took place. Heddens stated these communities technically met the criteria. Motion died for a lack of second. Heddens moved, Murken seconded the approval of the recommendations from SCEDG for FY20 Project Funds as presented. Murken directed the SCEDG to review its criteria. Roll call vote. Heddens aye, Murken aye, Olson nay. Motion carries.

**ADDING AN ASSISTANT ROADS MAINTENANCE SUPERINTENDENT POSITION, AN EQUIPMENT OPERATOR 1 POSITION, AND TEMPORARY EQUIPMENT OPERATOR 1 POSITIONS**

- Darren Moon, Engineer, reported on need, including detail about extended leaves, current number of employees, comparison to other counties, and budget constraints. Moon reported on motor grader districts, truck routes, current staff breakdown and list of duties, breakdown of future lost time, budgetary impacts of options, and timeframe. He recommended the Board fund the request. Alissa Wignall, Director of Internal Operations and Human Resources, stated the request is warranted. Discussion took place. Heddens moved, Olson seconded the authorized approval of adding an Assistant Roads Maintenance Superintendent position, a permanent Equipment Operator 1 position, and to advertise for temporary positions. Roll call vote. (MCU)

**REQUEST FOR PROPOSAL (RFP) FOR HOUSING STUDY AND NEEDS ASSESSMENT, STORY COUNTY, IOWA**

- Leanne Harter, County Outreach and Special Projects Manager, reported on history and reviewed comments. She stated it includes all communities except Ames, and reviewed upcoming steps. Murken asked about funding. Harter stated it is a non-budgeted item but funds are available. Lisa Markley, Assistant Auditor, reported on General Fund dollars in the small community fund; a budget amendment is required. Discussion took place. Heddens asked about total cost. Olson estimates between \$40,000.00 and \$60,000.00. Heddens moved, Olson seconded to direct Harter to send the Request for Proposal (RFP) for a Housing Study and Needs Assessment, Story County, Iowa as presented. Roll call vote. (MCU)

**REQUEST FROM HICKORY PARK, INC. FOR A PUBLIC UTILITY AND PRIVATE STORM SEWER EASEMENT ON A FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) BUY-OUT PROPERTY LEGALLY DESCRIBED AS PARCEL "A" IN THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TWELVE (12), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TWENTY-FOUR (24) (WASHINGTON TOWNSHIP) WEST OF THE 5<sup>TH</sup> P.M., AMES, STORY COUNTY, IOWA**

– Leanne Harter, County Outreach and Special Projects Manager, reported on location and purpose. Justin Dodds, representative of Hickory Park, provided additional detail. Olson moved, Heddens seconded the approval of the Request from Hickory Park, Inc. for a Public Utility and Private Storm Sewer Easement on a FEMA Buy-Out Property Legally Described as Parcel A in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Twelve (12), Township Eighty-Three (83) North, Range Twenty-Four (24) West of the 5<sup>th</sup> PM, Ames, Story County, Iowa, as presented. Roll call vote. (MCU)

**AMENDMENTS TO THE WEBSITE LINKING POLICY, STORY COUNTY, IOWA (SEVEN-DAY REVIEW) -**

Leanne Harter, County Outreach and Special Projects Manager, reported on direction from the Board to review the policy; she reviewed changes. Olson reported on two changes. Heddens moved, Olson seconded the approval of Amendments to the Website Linking Policy, Story County, Iowa for a Seven-Day Review with noted changes.

Discussion took place. Roll call vote. (MCU)

**APPOINTMENT TO THE COMMISSION OF VETERANS AFFAIRS FOR AN UNEXPIRED TERM ENDING 6/30/20 AND A THREE-YEAR TERM, EFFECTIVE 7/1/20-6/30/23, FOR MONTY WOODWARD –**

Murken reported on Woodward's background and qualifications. Heddens moved, Olson seconded the approval of the appointment to the Commission of Veterans Affairs for an unexpired term ending 6/30/20 and a three-year term, effective 7/1/20-6/30/23, for Monty Woodward. Discussion took place. Roll call vote. (MCU)

**COMMUNITY SERVICES QUARTERLY REPORT -** Karla Webb, Director, reported on general assistance, primary types of assistance, substance abuse services, Central Iowa Community Services Region (CICS), activities, and training.

**UPCOMING AGENDA ITEMS:** Murken stated a StoryComm update at the end of the month.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** All members reported on recent and upcoming meetings.

Heddens moved, Olson seconded to adjourn at 12:11p.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Agenda  
11/5/19

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:
7. CONSIDERATION OF PERSONNEL ACTIONS:
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 2020 Holiday Schedule  
  
Department Submitting Human Resources  
  
Documents:  
  
2020 HOLIDAY CALENDAR.PDF
  - II. Consideration Of 28E Agreement For Tobacco, Alternative Nicotine And Vapor Product Enforcement Between The Iowa Alcoholic Beverages Division And Story County Effective 10/1/2019 - 6/30/2020  
  
Department Submitting Sheriff  
  
Documents:  
  
IOWA ABD 28E AGREEMENT.PDF
  - III. Consideration Of Certificate Of Appointment Of Deputy Sheriff Alexander Janorschke Effective 10/28/2019  
  
Department Submitting Sheriff  
  
Documents:  
  
CERTIFICATE OF APPOINTMENT DEPUTY JANORSCHKE.PDF
  - IV. Consideration Of Employment Agreement Between Alexander Janorschke And Story County Effective 10/28/2019 - 10/28/2023

Department Submitting Sheriff

Documents:

AGREEMENT JANORSCHKE.PDF

- V. Consideration Of Performance Software And Support, Set Up And Training Fees Between Story County And NeoGov Effective 1/1/2020 - 12/31/2020 For \$15,152.00

Department Submitting Information Technology

Documents:

NEOGOV.PDF

- VI. Consideration Of Resolution #20-35 Setting A Date And Time For Public Hearing On November 19, 2019, For Consideration Of The Advertisement To Bid For The Story County Justice Center Housing HVAC Equipment Replacement Project

Department Submitting Facilities Management

Documents:

RESOLUTION2035SETTINGPUBLICHEARINGONHVACPROJECT.PDF

- VII. Consideration Of Contract For Highway Right Of Way With Harry M & Sara J Samms For The Purchase Of Temporary Easement For \$287.13 (570th Hill Grading)

Department Submitting Engineer

Documents:

ROW CTR SAMMS TEMP.PDF

- VIII. Consideration Of Contract Of Highway Right Of Way With Harry M & Sara J Samms For The Purchase Of Permanent Easement For \$1,789.33(BROS-SWAP-CO85(148)--SE-85)

Department Submitting Engineer

Documents:

ROW CTR SAMMS.PDF

- IX. Consideration Of Lease Agreement Between Story County And StoryComm Effective 6/1/20 -5/31/35 For \$1/Yr

Department Submitting Sheriff

Documents:

LEASE AGREEMENT.PDF

- X. Consideration Of Renewal For TCM Software And Support Fees Between Story County And Tyler Technologies, Inc. Effective 2/1/2021-1/31/2022 For \$21,527.00; 2/1/2022-1/31/2023 For \$22,603.00; 2/1/2023-1/31/2024 For \$23,734.00; 2/1/2024-1/31/2025 For \$24,920.00

Department Submitting Information Technology

Documents:

STORY COUNTY TYLER AGREEMENT.PDF

- XI. Consideration Of Road Closure Resolution(S): #20-21, 20-22

Department Submitting Engineer

Documents:

RC 20-22.PDF

RC 20 21.PDF

- XII. Consideration Of Utility Permit(S): #20-4540, 20-4541

Department Submitting Engineer

Documents:

UT 20 4540.PDF

UT 20 4541.PDF

9. PUBLIC HEARING ITEMS:

10. ADDITIONAL ITEMS:

- I. Discussion And Consideration For Internet Connection From Aureon At The Human Services Building In Ames - Barb Steinback

Department Submitting Information Technology

Documents:

AUREON INTERNET PROPOSAL HSC.PDF

- II. Consideration Of Recommendations From The Story County Economic Development Group (SCEDG) For The Fiscal Year 2020 Project Funds - Leanne Harter

Department Submitting Board of Supervisors

Documents:

SUMMARY OF FY 2020 PROJECT FUND APPLICATIONS.PDF

- III. Discussion And Consideration Of Adding An Assistant Roads Maintenance Superintendent Position, Equipment Operator 1 Position And Temporary Equipment

Operator 1 Positions - Darren Moon And Alissa Wignall

Department Submitting Board of Supervisors

Documents:

ASSISTANT ROADS MAINTENANCE SUPERINTENDENT.PDF  
STAFFING.PDF

- IV. Consideration Of Request For Proposal (RFP) For Housing Study And Needs Assessment, Story County, Iowa - Leanne Harter  
Additional Items

Department Submitting Board of Supervisors

Documents:

REQUEST FOR PROPOSALS HOUSING STUDY AND NEEDS  
ASSESSMENT 2019V4.PDF

- V. Consideration Of Request From Hickory Park, Inc. For A Public Utility And Private Storm Sewer Easement On A FEMA Buy-Out Property Legally Described As Parcel A In The Southwest Quarter (SW¼) Of The Southeast Quarter (SE¼) Of Section Twelve (12), Township Eighty-Three (83) North, Range Twenty-Four (24) West Of The 5th P.M., Ames, Story County, Iowa - Leanne Harter

Department Submitting Board of Supervisors

Documents:

HICKORYPARK EASEMENT 20191030.PDF

- VI. Discussion And Consideration Of Amendments To The Website Linking Policy, Story County, Iowa (Seven-Day Review)- Leanne Harter  
Additional Items

Department Submitting Board of Supervisors

Documents:

DRAFT WEBSITE LINKING POLICY.PDF

- VII. Discussion And Consideration Of Appointment To The Commission Of Veterans Affairs For An Unexpired Term Ending 6/30/2020 And A 3 Year Term Effective 7/1/2020-6/30/2023 - Monty Woodward

Department Submitting Board of Supervisors

Documents:

WOODWARD.PDF

11. DEPARTMENTAL REPORTS:

I. Community Services Quarterly Report - Karla Webb

Department Submitting Auditor

Documents:

JULY 2019 SEPTEMBER 2019.PDF

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 Board of Supervisors  
Tentative Agenda  
11/05/19

NAME

ADDRESS

JUSTIN INGRAM

304 MAIN ST, AMES, IA (AEDC)

Deb Holley

Nevada

Todd Lundvall

BOS

DARREN MOON

ENG.

Barb Steinback

SC IT

Joby Brogda

SC FM

Sandra King

BOA

Alison Resigball

BOS

Farla Webb

Comm Serv

Ana Mackley

2020 HOLIDAY CALENDAR  
(Story County Personnel Policies)  
(PPME Labor Agreements)

New Year's Day	Wednesday, January 1, 2020
President's Day	Monday, February 17, 2020
Memorial Day	Monday, May 25, 2020
Independence Day	Friday, July 3, 2020
Labor Day	Monday, September 7, 2020
Veteran's Day	Wednesday, November 11, 2020
Thanksgiving Day	Thursday, November 26, 2020
Friday after Thanksgiving	Friday, November 27, 2020
Two days at Christmas	Thursday, December 24, 2020

Friday, December 25, 2020

**APPROVED**

**DENIED**



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

Two Hours on New Year's Eve ~~Thursday, December 31, 2020~~

Meeting Thursday, December 31, 2020  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**28E AGREEMENT FOR  
TOBACCO, ALTERNATIVE NICOTINE AND  
VAPOR PRODUCT ENFORCEMENT**

**SCHEDULE 3**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Iowa Alcoholic Beverages Division ("ABD"), and the Story County Sheriff (The "Department"). The parties agree as follows:

**SECTION 1. IDENTITY OF THE PARTIES.**

**1.1 Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa's tobacco, alternative nicotine and vapor product laws. The ABD's address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

**1.2 Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department's address is:

Story County Sheriff  
1315 South B Avenue, Nevada, Iowa 50201

**SECTION 2. PURPOSE.** The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

**SECTION 3. TERM.** The term of the Agreement shall be from the aforementioned date through June 30, 2020, unless earlier terminated in accordance with the terms of the Agreement.

**SECTION 4. FILING.** Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

**SECTION 5. RESPONSIBILITIES OF THE PARTIES.**

**5.1 Responsibilities of the Department.**

**5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

**5.1.2 Compliance Checks.** "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may

include enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

**The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.**

**The Department shall not begin to conduct any retailer compliance checks until October 1, 2019.**

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2020**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2019 business year, but not before October 1, 2019. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2019 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2020**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2020**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

- 5.1.3 Youth Volunteers.** Utilization of youth volunteers is strongly encouraged where feasible. The Department may compensate the youth involved in the compliance

checks in a manner consistent with Section 6. Keep in mind that the federal government (SYNAR) will not allow minors under the age of sixteen (16) to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with a youth younger than age 16.

- 5.1.4 **Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce youth tobacco, alternative nicotine and vapor product laws by ticketing youth offenders.
- 5.1.5 **Civil Proceedings.** The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and minors. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- 5.1.6 **Compliance Reports.** The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.
- 5.1.7 **Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

## 5.2 **Responsibilities of the ABD.**

- 5.2.1 **Enforcement Guidance.** The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
- 5.2.4 **Payment.** The ABD shall pay the Department in the manner described in Section 6.
- 5.2.5 **Cooperation.** If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.
- 5.2.6 **Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited

to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

## **SECTION 6. PAYMENT TO DEPARTMENT.**

- 6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of youth participants is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2019** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of youth participants. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

**SECTION 7. ADMINISTRATION OF AGREEMENT.** The ABD and the Department shall jointly administer the Agreement.

**SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY.** No new or separate legal or administrative entity is created by the Agreement.

**SECTION 9. NO PROPERTY ACQUIRED.** The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

**SECTION 10. TERMINATION.**

**10.1 Termination for Convenience.** Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

**10.2 Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

**10.2.1** The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:

**10.2.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

**10.3 Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

**10.3.1** Failure to observe and perform any covenant, condition or obligation created by the Agreement;

**10.3.2** Failure to make substantial and timely progress toward performance of the Agreement;

**10.3.3** Failure of the party's work product and services to conform with any specifications noted herein;

**10.3.4** Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

**10.4 Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance

continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

**10.4.1** Immediately terminate the Agreement without additional written notice; or,

**10.4.2** Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

#### **SECTION 11. INDEMNIFICATION.**

**11.1 By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

**11.2 By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

#### **SECTION 12. CONTACT PERSON.**

**12.1 Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

#### **SECTION 13. CONTRACT ADMINISTRATION.**

**13.1 Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.

**13.2 Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.

- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD: Jessica Ekman  
Tobacco Program Coordinator  
Iowa Alcoholic Beverages Division  
1918 SE Hulsizer Road  
Ankeny, Iowa 50021  
515-281-7434  
Email: Ekman@IowaABD.com

If to Department: Sheriff Paul Fitzgerald  
Story County Sheriff  
1315 South B Avenue  
Nevada, Iowa 50201  
Email: pfitzgerald@storycountyiowa.gov

- 13.11 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1 It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 13.15 **Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 13.16 **Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to

ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

**13.17 Additional Provisions.** The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

**13.18 Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

**SECTION 14. EXECUTION.**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

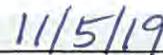
**By Alcoholic Beverages Division**

\_\_\_\_\_  
**Joshua Happe**  
**Regulatory Compliance Bureau Chief**

\_\_\_\_\_  
**Date**

**By Law Enforcement Agency**

  
\_\_\_\_\_  
**Department Official**

  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Department Witness**

  
\_\_\_\_\_  
**Date**

# CERTIFICATE OF APPOINTMENT OF DEPUTY SHERIFF

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Alexander Bradley Janorschke as deputy sheriff and do hereby authorize and empower him to do and perform in my name as such Deputy Sheriff, all acts and things that may lawfully be done by him as such Deputy Sheriff beginning the 28<sup>th</sup> day of October, A.D. 2019.

Given under my hand this 28<sup>th</sup> day of October, A.D. 2019.

  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Alexander Bradley Janorschke, having been appointed a Deputy Sheriff of Story County, Iowa, under Paul H. Fitzgerald, Sheriff of Story County, Iowa, do solemnly swear that I will support, protect and defend the Constitution and Government of the United States and of the State of Iowa, against all enemies, domestic or foreign; that I will bear true faith, loyalty and allegiance to the same; that I will faithfully and diligently discharge all of the duties of my superior officers; that I will conform to and enforce the laws of the State of Iowa, and the ordinances of the County of Story; that I will, in letter and spirit, support and obey the rules and regulations governing the Story County Sheriff's Office; that I will not be influenced in the discharge of my duty by fear, favor, reward or personal prejudice; that I will always conduct myself in such a manner as to reflect credit upon my fellow officers and the Story County Sheriff's Office; and in all acts and doings I will be conscious of the fact that I am in the service of the Story County Sheriff and of my fellow man, so help me God.



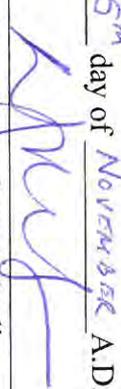
  
Alexander Bradley Janorschke

  
Loretta F. Smith  
Notary

Subscribed and sworn to before me, this 28<sup>th</sup> day of October, A.D. 2019.

Above appointment approved by the Board of Supervisors of Story County, this 5<sup>th</sup> day of NOVEMBER A.D. 2019.

  
Story County Board of Supervisors

  
Attest: Story County Auditor

# AGREEMENT

This agreement is entered into by Story County, Iowa, hereinafter referred to as "County" and **Alexander Bradley Janorschke**, hereinafter referred to as "Employee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF **Alexander Bradley Janorschke** AS A DEPUTY SHERIFF, AND TO SPECIFY THE CONSIDERATION THAT **Alexander Bradley Janorschke** PROVIDES THE COUNTY IN RETURN FOR THE TRAINING.

1. The County and the Employee agree that the Employee will attend the Iowa Law Enforcement Academy at the expense of the County to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The County shall pay the expense of training and shall pay the employee's regular wages during this training. The employee agrees that he/she will be responsible for reimbursing the County in accordance with the rules for reimbursement as stated hereafter in this agreement. The expenses that the Employee agrees to reimburse include the County's cost of the Employee's paid time attending the Academy, traveling to and from the Academy and studying for Academy classes on County time, as well as the County's expenditure for the Employee's food, lodging, and tuition while attending the Academy. All of these reimbursable costs are referred to generally as "total training expenses." The Employee will not be responsible for reimbursing the County for any time spent by the Employee performing services such as dispatching, filing, patrol work, or other work assigned by the County. An estimate of the costs of the "total training expenses" set out above is listed in Exhibit "A", which is attached hereto and by this reference incorporated into this Agreement. "Total training expenses" will be based on the actual cost incurred by the County, as these costs become known. The employee is responsible for reimbursing the County for all costs listed in Exhibit A.
2. Employee shall have a probationary period consistent with the Iowa Code and the Collective Bargaining agreement between the County and Public, Professional, and Maintenance Employees Local 2003 from the date of hire.
3. Employee shall serve as a full-time deputy sheriff of the County from the date of hire.
4. In consideration for providing for this training, Employee agrees to work for the County as a full-time deputy sheriff for at least four years from the date of hire.
5. In the event the Employee does not successfully complete the training program, Employee shall be released from employment with the County, and Employee shall reimburse the County for its "total training expenses" incurred to that date in accordance with the terms set forth in paragraphs 6 and 9.
6. In the event the Employee resigns from the Story County Sheriff's Office without having served as a Story County deputy sheriff for at least four years, the Employee shall reimburse the County for total training expenses incurred per the following Schedule:

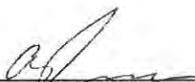
The amount of reimbursement shall be determined as follows:

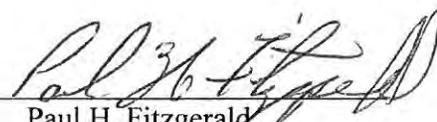
- i) If a law enforcement officer resigns less than one year following date of hire, one hundred percent of the total training expenses.
- ii) If a law enforcement officer resigns one year or more but less than two years following date of hire, seventy-five percent.
- iii) If a law enforcement officer resigns after two years or more but less than three years following date of hire, fifty percent.
- iv) If a law enforcement officer resigns after three years or more but less than four years following date of hire, twenty-five percent.

7. If the Employee is dismissed during the probationary period, or properly terminated without having served as a Story County deputy sheriff for at least four years, the employee shall reimburse the County for total training expenses incurred in accordance with the terms set forth in paragraphs 6 and 9. If the Employee is dismissed for any other reason, such as a reduction in force, the Employee shall not be required to pay the County for any unpaid training costs owed.
8. At the end of four years of service as a Story County deputy sheriff, the Employee shall have no obligation under this agreement.
9. Payment of the balance of any training expenses owed to the County by the Employee shall be made in full to the County within sixty (60) days following the Employee's last day of employment with the County.
10. If Employee is killed or permanently and totally disabled as defined by Chapter 85 or Chapter 411 of the Iowa Code, while in the employ of the County, any training expense obligation to the County shall cease.
11. This agreement may be amended or canceled only upon agreement of the Employee and with the approval of the Board of Supervisors upon the recommendation of the Sheriff.
12. Employee shall notify the County of the Employee's place of residence until such time as the debt for total training expenses is satisfied in full.
13. If reimbursement is not made in accordance with this agreement, the Employee understands that the County, at its option, may seek the Employee's decertification as an Iowa law enforcement officer and all other legal remedies that may apply.
14. The employee agrees to be responsible for payment of any attorney and/or other legal fees accumulated by the County should legal action be necessary to enforce this agreement.

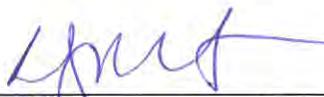
Executed this 11<sup>th</sup> day of October, 2019.

Story County, Iowa

  
\_\_\_\_\_  
Employee

By:   
\_\_\_\_\_  
Paul H. Fitzgerald  
Story County Sheriff

  
\_\_\_\_\_  
Board of Supervisors

  
\_\_\_\_\_  
Attest: Story County Auditor

*Story County Sheriff's Office*  
*Paul H. Fitzgerald, Sheriff*  
*Exhibit A*  
*Deputy Sheriff*  
*Salary and ILEA Training Expenses*

<b>Item</b>	<b>Cost</b>
Deputy Sheriff Salary (15 weeks)	\$14,688.00
Flex Benefits	\$435.00
IPERS	\$1,396.83
FICA	\$1,123.63
ILEA Tuition	\$6,465.00
ILEA Administration cost	\$90.00
ILEA – PIT Certification	\$125.00
ILEA – Meals (Treat America)	\$1,849.00
IA Prison Industries (ILEA Uniforms)	\$225.00
Deputy Uniform	\$300.00
<b>Total</b>	<b>\$26,697.46</b>



**RESOLUTION #20-35  
RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA,  
SETTING A DATE AND TIME FOR PUBLIC HEARING ON NOVEMBER 19, 2019,  
FOR CONSIDERATION OF THE ADVERTISEMENT TO BID FOR THE STORY  
COUNTY JUSTICE CENTER HOUSING HVAC EQUIPMENT REPLACEMENT  
PROJECT**

WHEREAS, the Story County Board of Supervisors contracted with Roseland, Mackey, Harris Architects on August 6, 2019, for Architectural/Engineering Design Services for the Story County Justice Center Housing HVAC Equipment Replacement Project; and

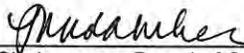
WHEREAS, the Story County Board of Supervisors shall hold a public hearing to consider the Advertisement to Bid for the Story County Justice Center Jail Housing HVAC Equipment Replacement. Such work to include rooftop and interior HVAC equipment removal and replacement, associated fuel-gas piping, repairs as needed to existing roof membrane, pipe and tube railings, selective interior demolition, replacement of interior finishes and other related work; and

WHEREAS, public notice as required by the *Code of Iowa* regarding the public hearing will be published in the official newspapers of Story County on November 14, 2019.

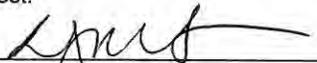
NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the Advertisement to Bid for the Story County Justice Center Jail Housing HVAC Equipment Replacement Project on the 19<sup>th</sup> day of November 2019, at the Story County Administration Building, Nevada Iowa, in the Public Meeting Room, at 10:00 AM.

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

Dated this 5<sup>th</sup> day of November 2019.

  
Chairperson, Board of Supervisors

Attest:

  
County Auditor

ROLL CALL  
FOR ALLOWANCE

Lauris Olson Yea  Nay  Absent   
Lisa Heddens Yea  Nay  Absent   
Linda Murken Yea  Nay  Absent

ALLOWED BY VOTE  
OF BOARD

Yea 3 Nay 0 Absent 0

  
CHAIRPERSON Above tabulation made by 

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

## CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 14-17-300-300  
 PROJECT No: 570<sup>th</sup> Hill Grading  
 ROAD No: (570<sup>th</sup> Ave.)

THIS AGREEMENT made and entered into this 28<sup>th</sup> day of October, A.D. 20 19 by and between  
**Harry M. & Sara J. Samms**

Owner, and the Story County Secondary Roads Department, acting for the County of Story, Buyer (temporary easement only).

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

NONE

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

1.b. OWNER ONLY GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page 3. Said temporary easement shall terminate upon completion of this roadway project.

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

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

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

	Payment Amount	Agreed Performance
\$	<u>287.13</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>287.13</u>	<b>TOTAL LUMP SUM</b>

BREAKDOWN:		ac.=acres	sq.ft.=square feet		\$
Land by Fee Title			ac./sq.ft.		
Underlying Fee Title			ac./sq.ft.	Buildings & Improvements	\$
Permanent Easement			ac./sq.ft.	Fence <u>    </u> rods woven	\$
Temporary Easement	<u>0.05</u>		ac./sq.ft.	Fence <u>    </u> rods barb	\$
Damages for:					

\$

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

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

X Sara Samms \_\_\_\_\_ Sara Samms \_\_\_\_\_  
X Harry Samms \_\_\_\_\_ Harry Samms \_\_\_\_\_

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to owner. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the owner. Buyer shall have the right of entry upon owners remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. owner may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 7. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 8. Owner states and warrants that , to the best of Owner's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 9. This Written contract constitutes the entire agreement between Buyer and Owner and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements: - NONE

**OWNER'S ACKNOWLEDGMENT**

STATE OF IOWA: ss On this 29 day of October, 2019, before me, the undersigned, personally appeared Harry & Sara Samms

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



Sue Selby-Gore  
Notary Public in and for the State of Ia

**BUYER'S APPROVAL**

Darren Moon

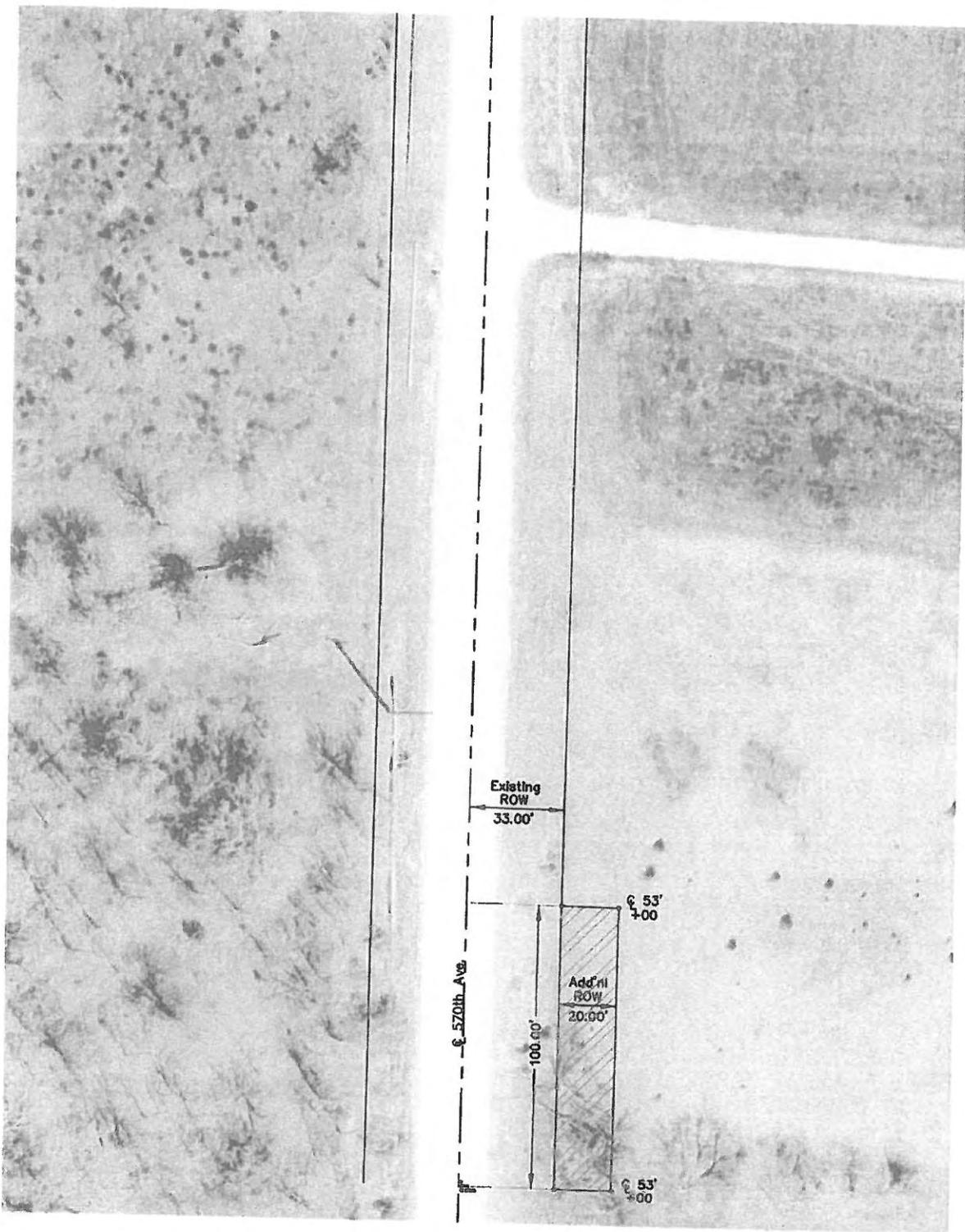
10-29-19

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

[Signature]

11/5/19

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



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

## CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 14-17-300-300  
 PROJECT No: BROS-SWAP-C085(148)--SE-85  
 ROAD No: (570<sup>th</sup> Ave.)

THIS AGREEMENT made and entered into this 28<sup>th</sup> day of October, A.D. 20 19 by and between  
**Harry M. & Sara J. Samms**

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

1.a OWNERS AGREE to grant an Easement for Public Highway, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):

The East 17.00 feet of the West 50.00 feet of the North 425.00 feet of the South 850.00 feet of the SW¼, SW¼ in Section 17, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa. Easement contains 0.49 acres of which 0.32 acres is existing R.O.W.

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

See attached graphical representation

1.b OWNERS GRANT to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page 4, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

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

2. Possession of the Easement for Public Highway is the essence of this contract and Buyer may enter and assume full use and enjoyment of the Easement for Public Highway per the terms of this contract. Buyer may take immediate possession of Easement for Public Highway upon the execution of the contract by both OWNERS and Buyer.

3. Buyer agrees to pay and OWNERS AGREES to grant the right of possession to Easement for Public Highway

	Payment Amount	Agreed Performance
\$	<u>1789.33</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>1,789.33</u>	<b>TOTAL LUMP SUM</b>

BREAKDOWN:	ac.=acres	sq.ft.=square feet	Buildings & Improvements	\$
Land by Fee Title		ac./sq.ft.	Fence _____ rods woven	\$
Underlying Fee Title		ac./sq.ft.	Fence <u>9.1</u> rods barb	\$ <u>273.00</u>
Permanent Easement	<u>0.17</u>	ac./sq.ft.		\$ <u>989.31</u>
Temporary Easement	<u>0.09</u>	ac./sq.ft.		\$ <u>775.02</u>
Damages for:				
		2 Corner Post Sets - \$250.00		\$ <u>275.00</u>
		<u>Future Abstract Entry in the amount of \$25.00</u>		

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

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

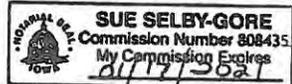
X [Signature] \_\_\_\_\_ Sara Samms  
X [Signature] \_\_\_\_\_ Harry Samms

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
- 6. Buyer agrees that any drain tile that is located within the Easement for Public Highway and is damaged by highway construction shall be repaired at no expense to owners. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the owner. Buyer shall have the right of entry upon owners remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Owner may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 7. This Easement for Public Highway is being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 8. Owner states and warrants that, to the best of Owners' knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the Easement for Public Highway described and sought herein except,
- 9. This Written contract constitutes the entire agreement between Buyer and Owner and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements: NONE

OWNERS' ACKNOWLEDGMENT  
STATE OF IOWA: ss On this 26 day of October, 2019, before me, the undersigned, personally appeared Harry & Sara Samms

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



Sue Selby-Gore  
Notary Public in and for the State of Ia

BUYER'S APPROVAL

[Signature] \_\_\_\_\_ 10-29-19

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

[Signature] \_\_\_\_\_ 11/5/19  
Approved by: Chairperson, Story County Board of Supervisors (Date)

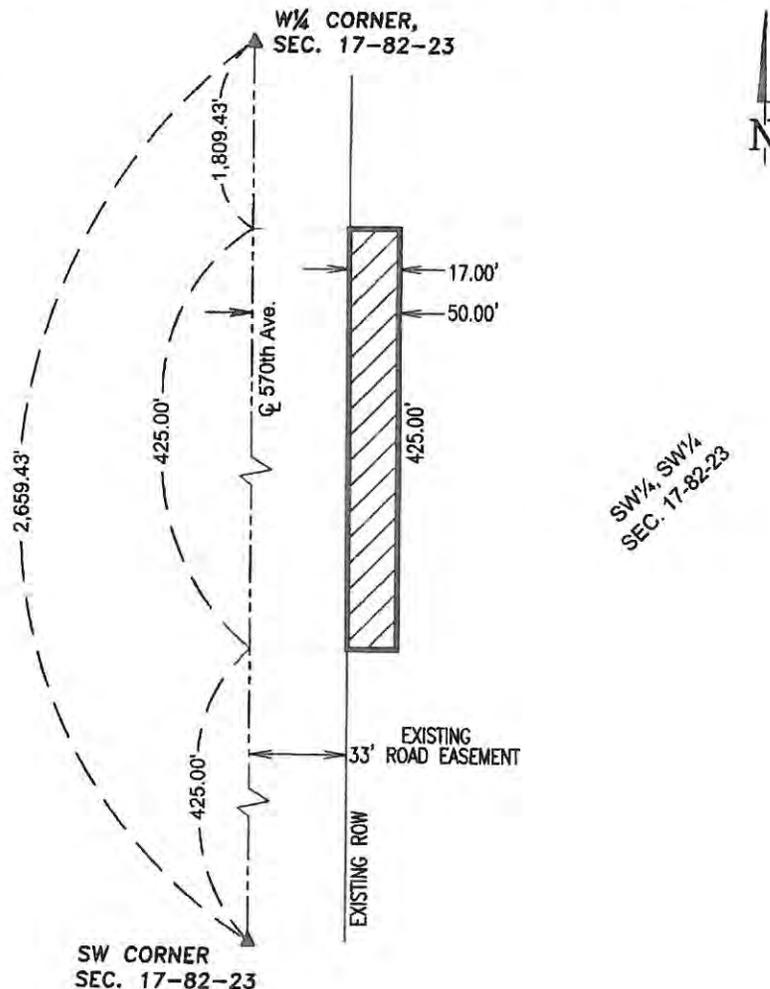
"Exhibit A"

# STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. BROS-SWAP-C085(14B)--SE-85 PARCEL NO. 14-17-300-300  
SECTION 17, TOWNSHIP 82N, RANGE 23W, OF THE 5TH P.M., STORY COUNTY, IOWA.  
ACQUIRED FROM HARRY M. & SARA J. SAMMS

EXISTING R.O.W. 0.32 ACRES NEW R.O.W. 0.17 ACRES TOTAL R.O.W. 0.49 ACRES

The East 17.00 feet of the West 50.00 feet of the North 425.00 feet of the South 850.00 feet of the SW $\frac{1}{4}$ , SW $\frac{1}{4}$  in Section 17, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa. Easement contains 0.49 acres of which 0.32 acres is existing R.O.W.



DATE DRAWN 2/12/19



## LEASE AGREEMENT

This Lease Agreement (“Agreement”) is entered into this 9 day of November, 2019, by and between Story County, Iowa, (hereinafter, “Landlord”), and StoryComm, an entity created pursuant to Iowa Code Chapter 28E (hereinafter, “Tenant”).

WHEREAS, Landlord owns a parcel of real property known as the Story County Justice Center, 1315 S. B. Ave., Nevada, IA 50201, identified on Exhibit “A” attached hereto (hereinafter, the “Property”); and

WHEREAS, pursuant to this Agreement and subject to the terms and conditions herein contained, Landlord is hereby granting to Tenant a lease of the Premises (as defined in Section 1, below) for Tenant’s installation, construction, maintenance, and operation of a telecommunications facility and related equipment; and

WHEREAS, Landlord shall lease to Tenant the Premises subject to the terms and conditions herein contained; and

WHEREAS, Landlord has represented and warranted to Tenant that Landlord has the requisite legal power and authority to enter into and perform this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, Landlord and Tenant agree as follows:

### 1. LEASE OF PREMISES

Premises. Landlord hereby leases to Tenant a portion of the Property consisting of {50ft x 50ft?} and including an Access Easement and Utility Easement (as further described in Exhibit A attached hereto and incorporated herein) (collectively the “Premises”) upon the terms and conditions set forth in this Agreement.

### 2. ACCESS

Tenant and Tenant’s assignees and subtenants, if any, shall have open and unrestricted access to the Premises at all times during the term of this Agreement. If necessary to access the Premises as herein described, Landlord hereby grants to Tenant and Tenant’s assignees and subtenants, if any, an easement over, upon, and across property adjoining the Premises owned or under the control of Landlord for the purpose of providing Tenant and Tenant’s assignees and subtenants, if any, with twenty-four (24) hour daily access to the Premises from a public street or thoroughfare (the “Access Easement”); provided that such use shall not unreasonably interfere with the use of such adjoining property by Landlord or others. In addition, Landlord hereby grants to Tenant and Tenant’s assignees and subtenants, if any, an easement over, upon, and across property adjoining the Premises owned or under the control of Landlord for the purpose of providing utilities to the Premises (the “Utility Easement”); provided that such use does not

unreasonably interfere with the use of such adjoining property by Landlord or others. The Access Easement and the Utility Easement shall be revoked or terminated only upon the expiration or earlier termination of this Agreement. Landlord agrees to execute, if terms are acceptable to Landlord, one or more separate Easements in recordable form upon Tenant's request and at Tenant's expense, which Easements may be filed or recorded without Landlord's consent.

### 3. USE OF PREMISES.

The Premises may be used by Tenant for the purpose of constructing, installing, maintaining, and operating a telecommunications tower or other facility and related equipment in conjunction with Tenant's wireless telecommunications system. Prior to installation, Tenant shall have access to the Premises to conduct surveys, environmental assessments, boundary surveys, geo-technical soil borings and analysis, radio propagation studies, and such other tests or inspections of the Premises which Tenant may deem necessary or advisable. All such tests or inspections shall be done at the sole expense of the Tenant.

### 4. TERM OF LEASE.

The initial Lease term will be for a period of fifteen (15) years (the "Initial Term"), commencing upon June 1, 2020 and terminating at midnight on the day in which the tenth (15<sup>th</sup>) anniversary of the commencement date falls. The Tenant shall have access to the Premises upon signing of the Agreement for purposes of conducting all necessary surveys and studies to determine whether the Premises are appropriate for locating the communications facility.

### 5. OPTION TO RENEW.

The Initial Term of this Lease shall automatically extend for up to three (3) additional terms of five (5) years each (each, a "Renewal Term"), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term or any Renewal Term.

### 6. RENT AND RENEWAL

6.1 Base Rent. Commencing on June 1, 2020 (the "Commencement Date"), Tenant shall pay Base Rent to Landlord in the amount of \$1.00 per year. Payments shall be made on or before June 1<sup>st</sup> throughout the term of this Lease. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.

### 7. TERMINATION UPON NOTICE BY TENANT.

Notwithstanding anything in this Agreement to the contrary, Tenant may terminate this Agreement at any time by delivering to Landlord (180) days advance written notice of Tenant's

intent to terminate this Agreement. In addition, Tenant may immediately terminate this Agreement if (i) the approval of any agency, board, court or other governmental authority necessary for the construction and/or operation of the communications system cannot be obtained, or is revoked, or if Tenant determines the cost of obtaining such approval is prohibitive or (ii) the Premises are not appropriate for locating the communications facility for technological reasons, including, but not limited to, signal interference, soil quality, environmental conditions, and surveys.

8. FILINGS. Tenant may make and file applications to such local, state, and federal governmental entities whose approval Tenant may consider reasonably necessary or advisable to have the Premises approved as a tower or antenna site, including, but not limited to, governmental approvals for zoning variances, rezoning applications, and building permits. Landlord hereby agrees that an executed copy of this Agreement is as effective as the original; but, if requested by Tenant, Landlord agrees to execute such other and further documents as may be required by the governmental entity in question to evidence Landlord's consent to the action which is proposed to be taken. Landlord agrees to provide reasonable cooperation and assistance to Tenant in obtaining all governmental approvals required by Tenant, with any expenses to be paid by Tenant.

#### 9. MAINTENANCE

Tenant shall commit no waste and, at its own expense, shall take reasonable care of the Premises, keep the same in clean, safe, and sanitary condition, make all repairs necessitated by its use thereof, and maintain any improvements constructed thereon in compliance with applicable laws and regulations. In addition, Tenant shall maintain and keep in good repair all fixtures and appurtenances installed and maintained on the Premises during the term hereof.

#### 10. ENVIRONMENTAL COMPLIANCE

10.1 Definition of Hazardous Materials. "Hazardous Materials" shall mean:

- a. any biologically or chemically active, or other toxic or hazardous wastes, pollutants, or substances, including, without limitation, asbestos, PCB's, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances," or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq., and as hazardous wastes under the Resource Conservation and Recovery Act, 42 U.S.C. §6010, et seq.;
- b. any chemical substance or mixture regulated under the Toxic Substance Control Act 1976, as amended, 15 U.S.C. §2601, et seq.;
- c. any "toxic pollutant" under the Clean Water Act, 33 U.S.C. §466, et seq., as amended;

- d. any hazardous air pollutants under the Clean Air Act, 42 U.S.C. §7401, et seq.;
- e. hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. §1802, et seq.; and
- f. any hazardous or toxic substances or pollutant regulated under any other requirements.

10.2 Tenant's Compliance with Hazardous Materials Requirements. Tenant covenants and agrees that Tenant shall, at Tenant's sole cost and expense, comply at all times with all requirements governing the use, generation, storage, treatment, and/or disposal of any Hazardous Materials used in connection with Tenant's use of the Premises. Notwithstanding, Tenant shall not be responsible for any cleanup, remediation, fines, or penalties resulting from the presence of any hazardous materials on or near the Premises existing prior to the Lease Commencement Date, or not caused by Tenant's use of the Premises.

10.3 Landlord's Compliance with Hazardous Materials Requirements.

a. Landlord's Representations and Warranties. Landlord represents that neither Landlord nor, to the best of Landlord's knowledge, any third party has engaged in the generation, use, manufacture, treatment, transportation, storage, or disposal of any Hazardous Materials on or near the Premises in violation of applicable environmental laws; that neither Landlord nor, to the best of its knowledge, any third party has received any notice of any material violation of any applicable environmental law with respect to the Premises about which a government agency would, under such laws, require corrective action; that the Premises is in compliance with all applicable environmental laws; that there are no conditions existing as of the Lease Commencement Date which would subject Tenant to damages, penalties, injunctive relief, or cleanup costs under any applicable environment law, or which would require or is likely to require cleanup, removal, remedial action, or other response pursuant to any applicable environmental law; that Landlord is not a party to any litigation or administrative proceeding, nor is any litigation or administrative proceeding threatened, which asserts or alleges that Landlord has violated or is violating any applicable environmental law, or is required to clean up, remove, or take remedial action or other responsive action due to the disposal, deposit, discharge, leaking, or other release of any Hazardous Materials; and that neither the Premises nor Landlord are subject to any judgment, decree, order, or citation related to or arising out of the violation or alleged violation of any applicable environmental law and have not been named or listed as a potentially responsible party by any governmental body or agency in a manner arising under any applicable environmental law.

10.4 Survival. All representations, warranties, and indemnification agreements described in this Section shall survive the expiration or termination of this Agreement and shall apply to and inure to the benefit of all heirs, successors, and assigns of Tenant and Landlord, their directors, officers, shareholders, employees, subtenants, and affiliates.

## 11. TAXES AND UTILITIES

11.1 Real Property Taxes. Landlord shall pay, or cause to be paid, all real property taxes, special assessments, and improvement bonds levied and assessed against the Premises, and other of Landlord's improvements located on the Premises. Tenant shall pay to Landlord within sixty (60) days of written request from Landlord, any increase in real property taxes levied against Landlord's property which is directly attributable to Tenant's use or Improvements, provided that Landlord provides reasonable and verifiable documentation of such increase to Tenant.

11.2 Personal Property Taxes. Tenant shall pay, or cause to be paid, all personal property taxes levied or assessed against Tenant and its equipment, property, fixtures, and other improvements located on the Premises.

11.3 Utilities. Tenant shall pay, or cause to be paid, all charges for electricity and/or any other utility or service used by Tenant in connection with its occupancy of the Premises.

## 12. INSURANCE

12.1 Landlord's Insurance. Landlord shall, during the entire term hereof, keep in force and effect a policy of comprehensive general liability insurance against claims of bodily injury, death, and damage to property suffered by others in an amount not less than \$1,000,000 per occurrence.

12.2 Tenant's Liability Insurance. Tenant shall, during the entire Term hereof, keep in force and effect a policy of comprehensive general liability insurance against claims of bodily injury, death and damage to property with respect to the Premises and Tenant's installation, maintenance, and operation of its Equipment at the Premises, with limits of liability not less than \$1,000,000 per occurrence.

12.3 Tenant's Personal Property Insurance. Tenant agrees to carry, at its expense, insurance against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended-coverage endorsement insuring 100 % of the full insurable value of Tenant's Equipment installed, maintained, and/or operated on the Premises.

12.4 Evidence of Insurance. Tenant and Landlord shall, at the request of the other, cause to be issued by the insurer or insurers providing the insurance specified in this Section certificates of insurance reflecting all such coverages; and Tenant and Landlord shall both instruct and obtain the consent of each such insurer to provide at least thirty (30) days prior written notice to the other party of any proposed cancellation of, or material change in, any policy for any cause.

## 13. INDEMNIFICATION

13.1 By Tenant. Tenant shall indemnify, defend, and hold harmless Landlord, its affiliates and their respective directors, officers, shareholders, successors, and assigns, from any

and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys' fees and court costs) arising from:

- a. any demand, claim, suit, action, proceeding, or investigation (hereinafter, a "Claim") to the extent such Claim is attributable to the sole negligence, gross negligence, or willful misconduct or strict liability of Tenant, or its agents, employees, representatives, contractors, or other persons acting or engaged by, through, or under Tenant; and
- b. any material breach by Tenant of any provision of this Agreement.

13.2 By Landlord. Landlord shall indemnify, defend, and hold harmless Tenant, its affiliates and their respective directors, officers, shareholders, successors, and assigns, from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys' fees and court costs) which arise from:

- a. any Claim to the extent such Claim is attributable to the sole negligence, gross negligence, or willful misconduct or strict liability of Landlord, or its agents, employees, representatives, contractors, or other persons acting or engaged by, through, or under Landlord; and
- b. any material breach by Landlord of any provision of this Agreement.

13.3 Limits on Indemnification. Neither party shall be responsible or liable to any person entitled to indemnification under Section 13.1 or Section 13.2, above, for any cost, demand, damage, suit, expense, or cause of action arising from any Claim to the extent attributable to the sole negligence, gross negligence or willfulness conduct or strict liability of the party seeking indemnification or any third party not within Landlord's or Tenant's control.

13.4 Waiver of Certain Damages. Notwithstanding the provisions of Sections 13.1 and 13.2, above, the parties hereto, on their own behalf and on behalf of their affiliates and their respective directors, officers, shareholders, successors, and assigns, hereby waive the right to recover consequential (including lost profits), punitive, exemplary, and similar damages.

13.5 Survival. The provisions of this Section shall survive the termination or earlier expiration of this Agreement with respect to any events occurring on or before such termination or expiration, whether or not Claims relating thereto are asserted before or after such termination or expiration.

#### 14. SURRENDER OF POSSESSION

14.1 Surrender of Possession and Removal of Improvements. Upon the expiration of this Agreement, or within ninety (90) days after the earlier termination of this Agreement, Tenant shall surrender the Premises to Landlord and shall remove therefrom its personal property and all above-ground alterations, additions, improvements, and fixtures placed or maintained on the Premises by Tenant. In the event this Agreement is terminated prior to the expiration of the

then-current term, Tenant and Tenant's assignees or subtenant's, if any, shall have open and unrestricted access to the Premises for ninety (90) days immediately after such termination to remove any such personal property, above-ground alterations, additions, improvements, and fixtures.

14.2 Holdover. If Tenant remains in possession of the Premises beyond the expiration of this Agreement, or for more than thirty (30) days beyond the date of earlier termination of this Agreement, such holding over, in itself, shall not constitute a renewal or extension of this Agreement; but, in such an event, a tenancy from month to month shall be created. The rent payable during the holdover period shall be equal to the monthly installment amount of the Base Rent for the last year of the Lease Term immediately preceding the expiration or termination of this Agreement.

## 15. DAMAGE, DESTRUCTION, OR TAKING BY EMINENT DOMAIN

15.1 Termination Upon Damage or Destruction. If, through no fault of Tenant or its agents, employees, representatives, contractors, or other persons acting or engaged by, through, or under Tenant, Tenant's tower, equipment, and/or other facilities located on the Premises are damaged so as to materially impair Tenant's ability to utilize the Premises for its intended purpose, Tenant shall have the right to terminate this Lease upon thirty (30) days advance written notice to Landlord; and the base rent and other charges due hereunder shall be prorated to the date of such damage or destruction.

15.2 Eminent Domain. If the Premises, or a substantial portion thereof so as to render either unusable for its intended purpose(s), shall be taken under the power of eminent domain, or sold under the threat of the exercise of such power, this Agreement shall, at the option of either Landlord or Tenant, be terminated upon thirty (30) days prior written notice; and the Base Rent and other charges due hereunder shall be prorated to the date of such taking or sale.

## 16. DEFAULT

16.1 Events of Tenant Default. All of the following shall be considered events of Tenant's Default:

- a. Tenant fails to pay the Base Rent, or any charge due hereunder within ten (10) after written notice thereof has been given by Landlord to Tenant; or
- b. Tenant fails to perform any of the other covenants or conditions herein contained on the part of Tenant, and such failure continues for thirty (30) days after written notice thereof is given to Tenant (except that such thirty (30)-day period shall be automatically extended for an additional period of time reasonably necessary to cure such failure if such failure cannot be cured within such thirty (30)-day period, and provided Tenant commences the process of curing such failure within said thirty (30)-day period and continuously and diligently pursues such cure to completion; or
- c. a receiver is appointed to take possession of all, or substantially all, of

Tenant's assets, or Tenant makes an assignment for the benefit of creditors, or takes any action or suffers any action under any insolvency, bankruptcy, or reorganization act, or is otherwise insolvent.

16.2 Remedies Upon Events of Tenant Default. Upon the occurrence of any Tenant Default Landlord shall be entitled to recover from Tenant all damages sustained by Landlord on account of the event of Tenant Default; provided, however, in no event shall Landlord be entitled to recover from Tenant consequential (including lost profits), punitive, exemplary, or similar damages. In addition to recovering damages from Tenant, Landlord may, upon the occurrence of an event of Tenant Default:

a. elect to terminate this Agreement and accelerate and declare to be immediately due and payable the entire unpaid Base Rent and other charges for the balance of the then-current Term; or

b. elect to treat this Agreement in full force and effect and remain entitled to collect the Base Rent and other charges payable by Tenant pursuant to this Agreement as such charges become due hereunder.

Notwithstanding the foregoing, Landlord shall be obligated to take those steps reasonably necessary to mitigate any damages Landlord sustains on account of any event of Tenant Default.

## 17. MISCELLANEOUS

17.1 Quiet Enjoyment. Landlord covenants that if and so long as Tenant pays the rent and performs the terms, covenants, and conditions on Tenant's part to be performed, Tenant and those claiming through Tenant shall peaceably and quietly have, hold, and enjoy the Premises for the term of this Agreement, subject to the provisions of this Agreement.

17.2 Assignment and Subletting. Tenant or landlord can assign or sublet the agreement to another party, however only with written consent of the other party to such assignment or subletting.

17.3 Successors in Interest. All of the covenants, agreements, terms, and conditions contained in this Agreement shall inure to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, and successors in interest.

17.4 Headings. The titles to sections of this Agreement are not part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

17.5 Non-Waiver. Waiver by Landlord or Tenant of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition of this Agreement, regardless of Landlord's or Tenant's knowledge of any prior or proceeding breach at the time of payment or acceptance of rent.

17.6 Applicable Law/Severability. This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa. Any provision of this Agreement which shall be found invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof; and the remaining provisions hereof shall nevertheless remain in full force and effect.

17.7 Notices. Any notice or other communication required or contemplated under the provisions of this Agreement shall be in writing and delivered in person, evidenced by a signed receipt, or mailed via certified mail, return receipt requested, postage prepaid, to the addresses indicated below, or to such other persons or addresses as Landlord or Tenant may provide by notice to the other. The date of the notice shall be the date of delivery if the notice is personally delivered, or the date of mailing if the notice is mailed by certified mail.

If to Landlord:

Story County Board of Supervisors  
900 6<sup>th</sup> St.  
Nevada, IA 50201

If to Tenant:

StoryComm  
c/o Ellen Anderson  
2519 Osborne Drive, 168 Armory  
Ames, Iowa 50011

17.8 Memorandum of Option and/or Lease. Tenant shall not file or record this Agreement without Landlord's prior written consent. Notwithstanding, Landlord agrees to execute a Memorandum of Option and/or Lease in a form acceptable to Landlord at Tenant's request and expense, which Memorandum may be filed or recorded without Landlord's consent.

17.9 Force Majeure. In the event that Landlord or Tenant shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of acts of God (including, but not limited to, wind, lightning, rain, ice, earthquake, flood or rising water), aircraft or vehicle damage or other casualty, unforeseen soil conditions, acts of third parties who are not employees or agents of Landlord or Tenant, as the case may be, strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental actions or inactions (including, but not limited to, those related to zoning approvals, permits, or related appeals), laws or regulations, riots, insurrection, war, or other reasons beyond its control, then the performance of such act shall be excused for the period of delay; and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

17.10 Entire Agreement/Amendment. This Agreement contains all the covenants and agreements between Landlord and Tenant relating in any manner to the rent, Tenant's use and

occupancy of the Tower and/or Tower Site, and other matters set forth in this Agreement. No prior agreements or understandings pertaining to the matters governed by this Agreement shall be valid, or of any force or effect; and the covenants and agreements of this Agreement shall not be altered, modified, or amended, except by written instrument signed by Landlord and Tenant.

17.11 Compliance with all laws. Tenant shall be solely responsible for complying with all FCC and FAA rules and regulations and all state and local ordinances. Tenant shall hold Landlord harmless from its use of the property.

17.12 Mechanics Liens. Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first written above.

LANDLORD: *M. DeShane*  
Story County Board of Supervisors, Chairperson

Subscribed and sworn before me by *Linda Murken* on this *5th* day of *November*, 2019

*Michelle L. Bellile*  
Printed Name: *Michelle L. Bellile*  
Notary Public, Iowa  
My Commission Expires: *9/11/2021*



TENANT: *Pamela Elliott Cain*  
StoryComm, Chairperson

Subscribed and sworn before me by *Pamela Elliott Cain* on this *4* day of *November*, 2019

*Constance L. Toresdahl*  
Printed Name: *Constance L. Toresdahl*  
Notary Public, Iowa  
My Commission Expires: *10-4-2022*

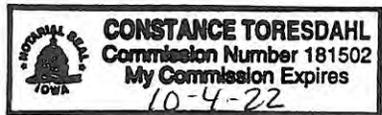


EXHIBIT "A"

LOCATION AND DESCRIPTION OF PREMISES

LEASE AREA

{survey and legal description}

ACCESS & UTILITY EASEMENT

{survey and legal description}

{Date}



## Amendment to Subscription Agreement

This Amendment is made between Tyler Technologies, Inc., with offices at 5519 53<sup>rd</sup> Street, Lubbock, Texas 79414 ("Tyler") and Story County, with offices at 900 6<sup>th</sup> Street, Nevada, IA 50201 ("Client").

WHEREAS, Client and Tyler are parties to a purchase order agreement numbered 012940 dated March 29, 2013 governing Client's access to the software and services ("Software") described therein; and

WHEREAS, the term of the term expires January 31, 2020;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

1. The term of the Agreement is hereby renewed for a one (1) year term commencing on February 1, 2020 and expiring on January 31, 2021 ("Term"). Upon expiration of the initial term, this Amendment will renew automatically for additional one (1) year renewal terms as listed below in paragraph 2 of this Amendment unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term.
2. Tyler shall invoice Client \$20,502.00 for the first year's annual subscription fee in advance of the Term renewal date, and in each year through the end of the Term. Subsequent renewals shall be invoiced as follows:
  - February 1, 2021-January 31, 2022 - \$21,527.00;
  - February 1, 2022-January 31, 2023- \$22,603.00;
  - February 1, 2023-January 31, 2024 - \$23,734.00;
  - February 1, 2024-January 31, 2025 - \$24,920.00
3. The subscription fees are based on the number of users described in the Agreement, and the Software may be accessed by no more than this number. Additional user subscriptions may be added during the Term at the same pricing as that for the current subscriptions, prorated for the remainder of the Term in effect at the time the additional user subscriptions are added.
4. All terms and conditions of the Agreement not herein amended shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date(s) set forth below.

Tyler Technologies, Inc.  
Local Government Division

Story County

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

By: *[Signature]*

Name: \_\_\_\_\_

Name: Linda Murken

Title: \_\_\_\_\_

Title: Chair, Bd. of Supervisors

Date: \_\_\_\_\_

Date: 11/5/19

Closure No. 20-21

Date November 1, 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 14-15 Grant on

250th St between 595th Ave and 600th Ave

Motion by: Heddens                      Seconded by: Olson

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



Story County Board of Supervisors

Closure No. 20-22

Date October 31, 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 22 Richland on

Intersection closed at Winchester and Maple St, Fernald

Motion by: Heddens                      Seconded by: Olson

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



Story County Board of Supervisors

STORY COUNTY UTILITY PERMIT

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 2074 242<sup>nd</sup> St, Marshalltown, IA 50158, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electric on secondary route 560<sup>th</sup> Ave from 27941 under the road a distance of 70 ft.

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

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

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

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

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

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

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

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

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

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

Date 10-29-19

Consumers Energy  
Name of Company (Applicant - Permittee)

641-485-4064  
by Phone no.

Recommended for Approval:

Date 10-30-19

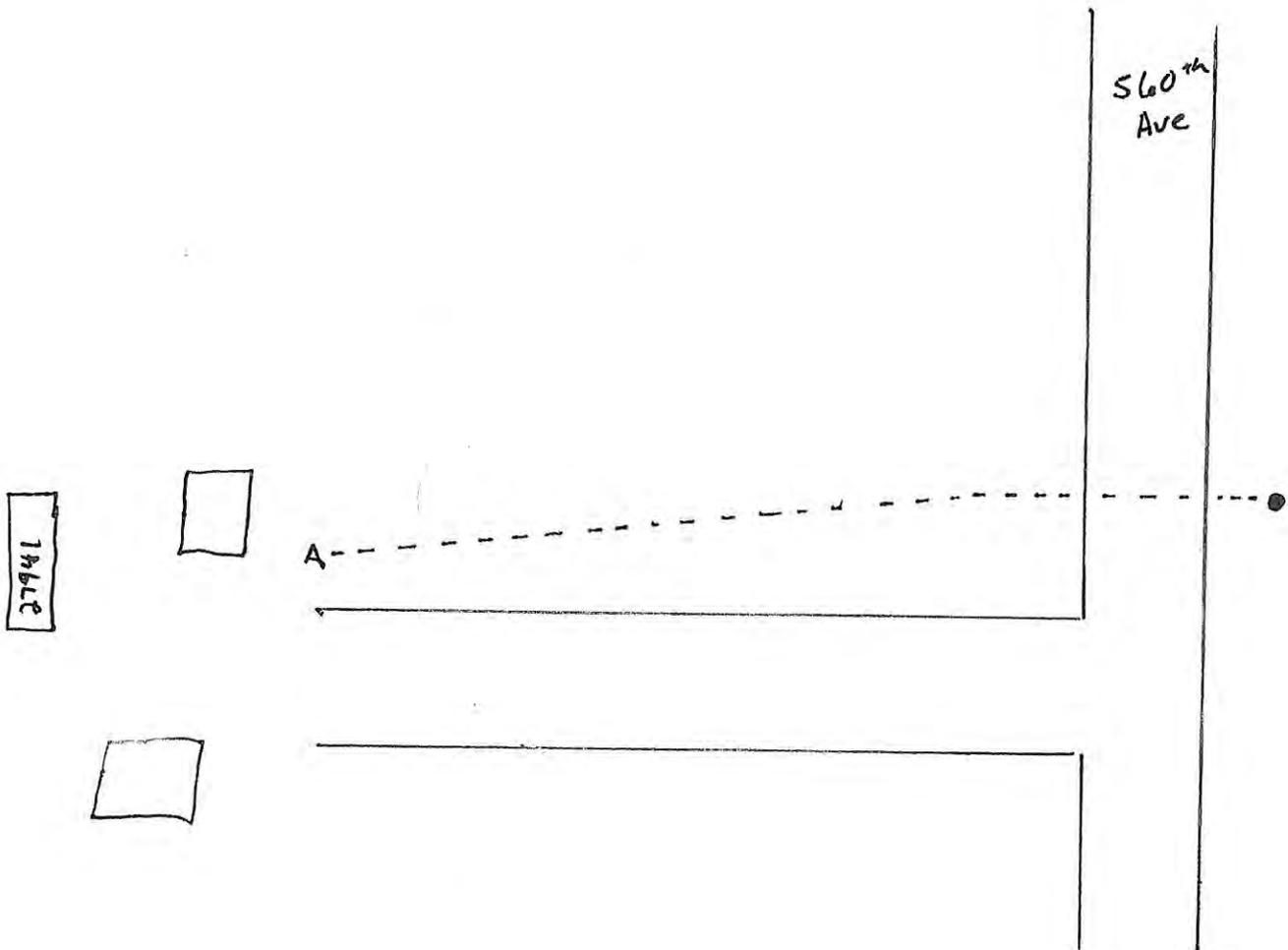
515-382-7355  
County Engineer Phone no.

Approved:

Date 11-5-19

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.**



Bore under the roadbed a minimum of 4 foot and install 2 inch Duct containing 7200 volt electric cable.

## STORY COUNTY UTILITY PERMIT

Date 10/31/19

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 2074 242<sup>nd</sup> St, Marshalltown, IA 50158, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electric on secondary route 550<sup>th</sup> Ave from 3988 under the road a distance of 70 ft.

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

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

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

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

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

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

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

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

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

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

Date 10-30-19

Consumers Energy  
Name of Company (Applicant - Permittee)

 641-485-4064  
by Phone no.

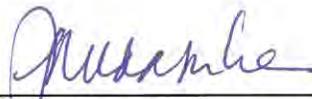
Recommended for Approval:

Date 10-30-19

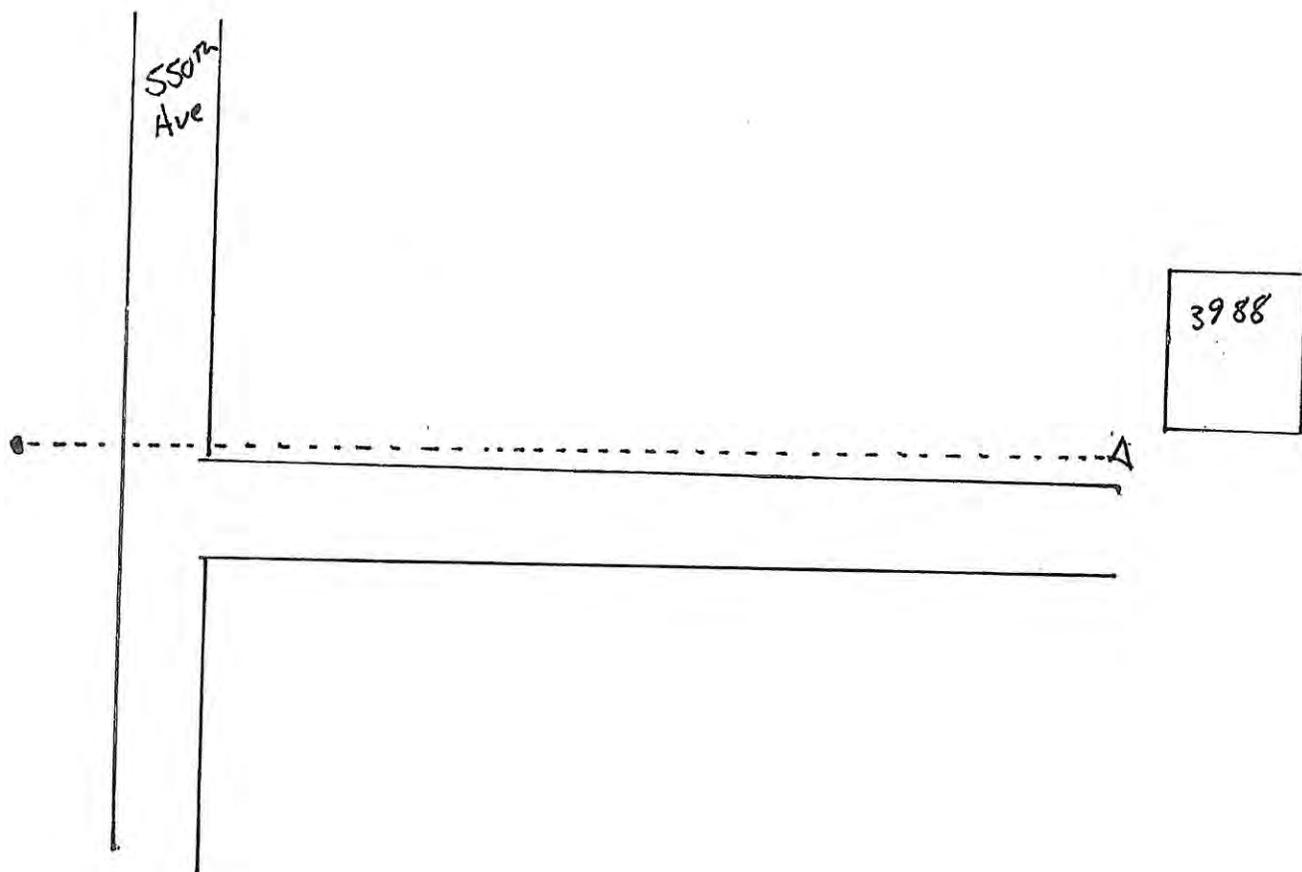
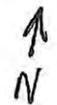
 515-382-7355  
County Engineer Phone no.

Approved:

Date 11/5/19

  
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.**



Bore under the roadbed a minimum of 4 foot and install 2 inch Duct containing 7200 volt electric cable to redo service at 3988 550<sup>th</sup> Ave.



Aureon™ Communications, LLC

Service Proposal

This Proposal is made for Story County on 7/22/2019, is valid for 60 days, and does not include taxes or regulatory fees.

<b>Client:</b> Story County	<b>Provider:</b> Aureon™ Communications, LLC
<b>Address:</b> 900 6th Street Nevada, IA 50201	<b>Address:</b> 7760 Office Plaza Drive South West Des Moines, IA 50266
<b>Contact:</b> Barbara Steinback	<b>Contact:</b> Ron Schmudlach
<b>Phone:</b> 5153827302	<b>Phone:</b> (515) 245-7741
<b>Email:</b> bsteinback@storycountyia.gov	<b>Email:</b> Ron.Schmudlach@aureon.com

Street Address	City	State	Term	Product Description	Qty	MRC	NRC
126 S Kellogg Ave - HSC	Ames	IA	36 Month	Dedicated Internet Access 20 Mbps	1	\$ 400.00	\$ 125.00
126 S Kellogg Ave - HSC	Ames	IA	36 Month	Dedicated Internet Access 50 Mbps	1	\$ 600.00	\$ 125.00
126 S Kellogg Ave - HSC	Ames	IA	36 Month	Dedicated Internet Access 100 Mbps	1	\$ 750.00	\$ 250.00
126 S Kellogg Ave - HSC	Ames	IA	36 Month	Dedicated Internet Access 200 Mbps	1	\$ 1,000.00	\$ 250.00

**APPROVED                      DENIED**

Board Member Initials: AM

Meeting Date: 11-5-19

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



County Outreach and Special Projects Manager  
Story County, Iowa  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7247 Email: [lharter@storycountyiowa.gov](mailto:lharter@storycountyiowa.gov)  
[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

**TO:** Story County Board of Supervisors  
**FROM:** Leanne Lawrie Harter, AICP, CFM  
**RE:** Consideration of Recommendations from the Story County Economic Development Group (SCEDG) for the Fiscal Year 2020 Project Funds  
**DATE:** October 31, 2019

Listed below are the funding/projects as recommended by the Story County Economic Development Group (SCEDG) on Thursday, October 24, 2019. The total amount available for the Project Funds in FY20 is \$16,500. The below recommendations equal \$14,000 and the SCEDG is recommending the remaining \$2,500 be divided equally among all qualifying communities and added to the based amount as part of the annual allocation of funding process.

As noted in the adopted bylaws, each eligible community may submit only one application, and application requests shall not exceed \$2,500. For FY20 consideration, all communities are eligible with the exception of the City of McCallsburg.

The bylaws outline the following types of projects/initiatives:

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





County Outreach and Special Projects Manager  
 Story County, Iowa  
 Ph. 515-382-7247 Email: lharter@storycountyiowa.gov  
 www.storycountyiowa.gov

Projects (and funding amounts) as recommended by the SCEDG include:

Community	Project	Requested	Eligibility Criteria
Cambridge	Design costs for renovation of Opera House	\$2,500	c, g, h, j
Collins	Improvements to Community Center and Mural Walk	\$2,500	f, g, h
Colo	Engineering costs for housing development	\$2,000	c, g, j
Huxley	Community promotion in Livability magazine	\$2,500	a, b
Roland	Mulch for City parks	\$2,500	g
Zearing	Radio upgrade for Zearing Fire and EMS Services	\$2,000	g
<b>Total</b>			<b>\$14,000</b>

APPROVED      DENIED

Board Member Initials: pm

Meeting Date: 11-5-19

Follow-up action: Wait the SCEDG to review criteria & for narrowing the criteria



### General Definition of Work

Performs difficult administrative work supervising staff and operations of the secondary roads division in maintaining county roads and rights of way in a safe, neat condition, responding to on call or emergency situations during atypical business hours, and related work as apparent or assigned. Work is performed under the limited supervision of the County Engineer. Position exercises regular supervision of maintenance staff.

### Qualification Requirements

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

### Essential Functions

- 1) Assists in supervising the maintenance and repair of county roads and rights-of-way such as blading, drainage, culverts, ditching, signs, bridges, weed control, resurfacing, driveways, patching, and mowing; organizes and prioritizes work orders, issues driveway permits and inspects utility installations and other work in the right-of-way.
- 2) Supervises assigned full-time and part-time maintenance employees; recommends new hires; trains employees; maintains log of personnel assignments and equipment; approves and processes leave requests; assists in assigning projects and checks results; approves overtime hours; monitors time and work records; assists with the administration of the bargaining unit contract.
- 3) Assists in the supervision of snow removal, sanding, salting, and plowing; ensures 24-hour on-call weather monitoring; maintains inventory of materials such as sand, salt, and blades for snow removal; calls-out and assigns/checks work of maintenance crews in emergencies such as floods.
- 4) Assists with the supervision of full-time mechanic(s) and equipment maintenance; diagnoses equipment problems and evaluates cost/benefit of repair, new purchase, or contracting out; supervises maintenance of secondary roads buildings and grounds; makes recommendations to Roads Maintenance Superintendent as needed.
- 5) May act as a public relations liaison between landowners and county engineer and staff; advises county engineer of problems and handles numerous complaints.
- 6) Assists in supervising the maintenance and repairs on drainage district facilities.
- 7) Assist the Roads Maintenance Superintendent in providing for and handling 24-hour on-call such as from the sheriff for county road and/or accident problems.
- 8) Operates equipment as needed on a back-up basis.
- 9) Provides back-up for Roads Maintenance Superintendent as needed.

### Knowledge, Skills and Abilities

Thorough knowledge of the practices of municipal street and utilities maintenance, heavy equipment, grounds maintenance and related activities and services; thorough knowledge of the equipment and tools needed for an efficient and effective street, drainage, equipment and grounds maintenance programs; thorough knowledge of the occupational hazards and necessary safety precautions; ability to review and analyze plans and specifications for the construction of public facilities; ability to formulate safe operational policies and procedures; ability to maintain records and prepare technical reports; ability to operate standard tools and equipment of the trades; ability to operate standard office equipment and related hardware and software; ability to learn specialized equipment, tools or software related to agency needs; ability to train others on the safe and efficient operation of given tools, equipment and software; ability to supervise the work of subordinates; ability to establish and maintain effective working relationships with associates, contractors and the general public.

### Education and Experience

Associates/Technical degree with coursework in civil or construction engineering or related field and considerable experience maintaining and repairing roads and rights-of-way with some supervisory experience, or equivalent

combination of education and experience.

### Special Requirements

Applicable position, department, organization and professional training will be provided and must be completed upon hire and on an ongoing basis.

Valid Class B commercial driver's license.

### Physical Requirements

This work requires the regular exertion of up to 25 pounds of force, frequent exertion of up to 50 pounds of force and occasional exertion of up to 100 pounds of force; work regularly requires standing, walking, sitting, speaking or hearing, using hands to finger, handle or feel, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling, lifting and repetitive motions and frequently climbing or balancing; no special vision is required; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires operating machines, operating motor vehicles or equipment and observing general surroundings and activities.

### Environmental Conditions

This work regularly requires exposure to outdoor weather conditions and occasionally requires exposure to blood-borne pathogens which may require specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

Last Revised: 10/21/2019

**APPROVED**      **DENIED**

Board Member Initials: PMW

Meeting Date: 11-5-19

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Story County Secondary Roads Department  
Fiscal Year 2000

Harold Jensen, PE, LS County Engineer  
Darren Moon, PE Asst. County Engineer

Scott Durin, LSI  
Matt Becker, EI

Lead Engr Tech  
Civil Engr Trainee

Angie Sheeley  
Lori Mensing

Financial Data Tech  
Office Asst.

6 Engineering

Lae Edgar  
Travis Hostetg  
Caleb Smith

Co-op Student  
Co-op Student  
Summer Help

Jeff Biddle Road Maint. Supt.  
Craig Kirk Asst. Road Main. Supt.

- |   |  |  |  |   |  |
|---|--|--|--|---|--|
| Raymond Mason<br>David Jacobson<br>Steve Johnson<br>Royal Westberg<br>Galen Lough<br>Vincent Olson<br>Sindy Iwedi<br>Mark Brakke<br>Earl Oreo<br>Randy Page<br>Vernon Hinkle<br>James Olson<br>Robert Smith | Equipment Operator III<br>Equipment Operator III | Ron Peterson<br>Lavern Cordes<br>Jim Howick<br>Bret Fry<br>Max Anderson<br>Don Tice<br>Craig Phares<br>Robert Welsh<br>Roger Tendall | Road Crew Leader<br>Road Crew Leader<br>Road Crew Leader<br>Sign Crew Leader<br>Equipment Operator III<br>Equipment Operator III<br>Equipment Operator III<br>Equipment Operator III<br>Equipment Operator III | Jay Grismore<br>Ralph Spaid<br>David Vawter | Lead Mechanic<br>Mechanic<br>Inventory Coordinator |
| Kreg Kahler<br>James Memmer<br>Roger Holland<br>Paul Ogden<br>David Toot<br>Mike Evans  | Equipment Operator II<br>Equipment Operator II<br>Equipment Operator II<br>Equipment Operator II<br>Equipment Operator II<br>Equipment Operator I  |  |  |   |  |

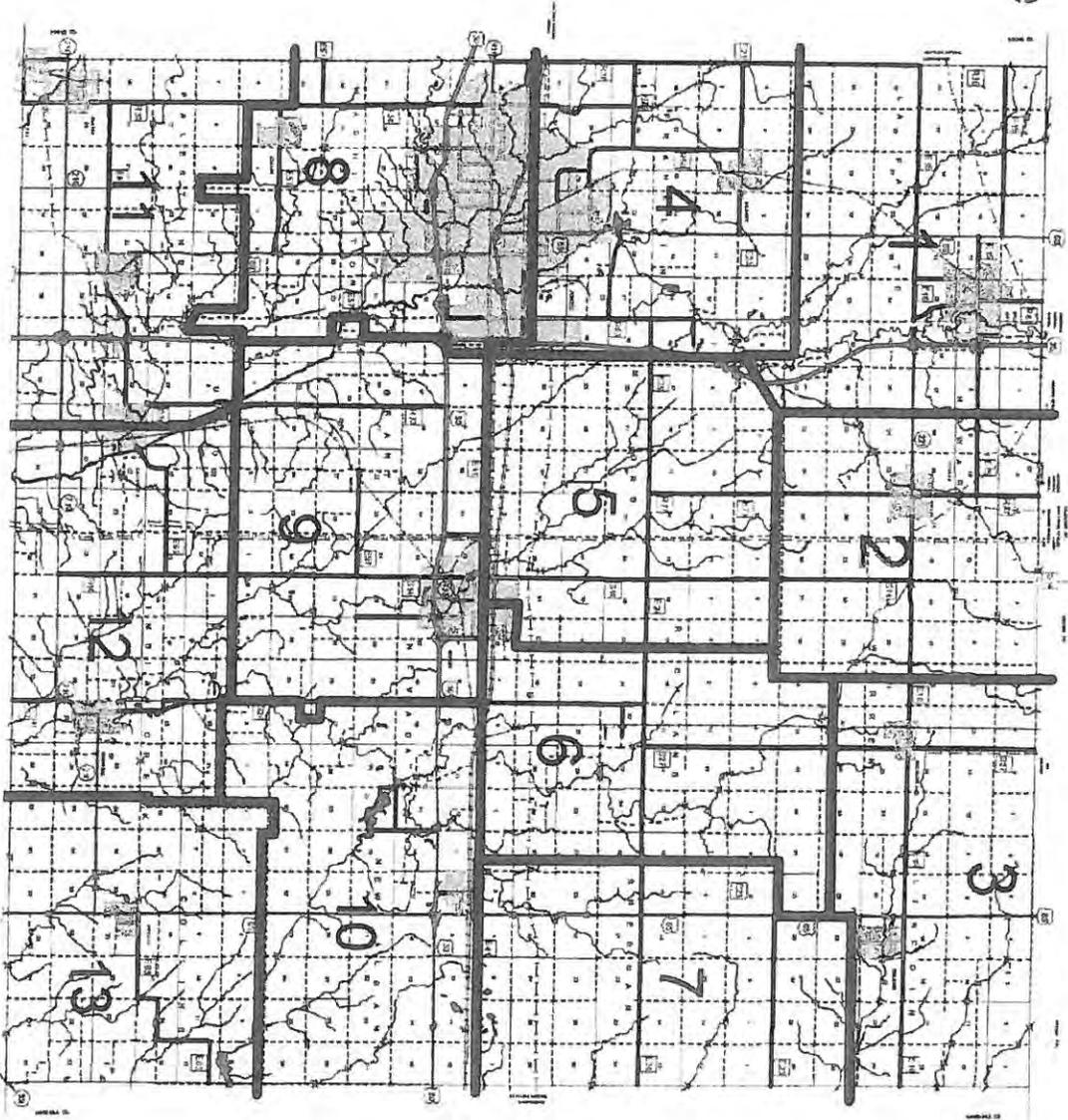
33 (now 27) Maintenance

	<u>Year</u>	<u>2000</u>	<u>2019</u>
# Employees		39	33

POSITIONS SUMMARY

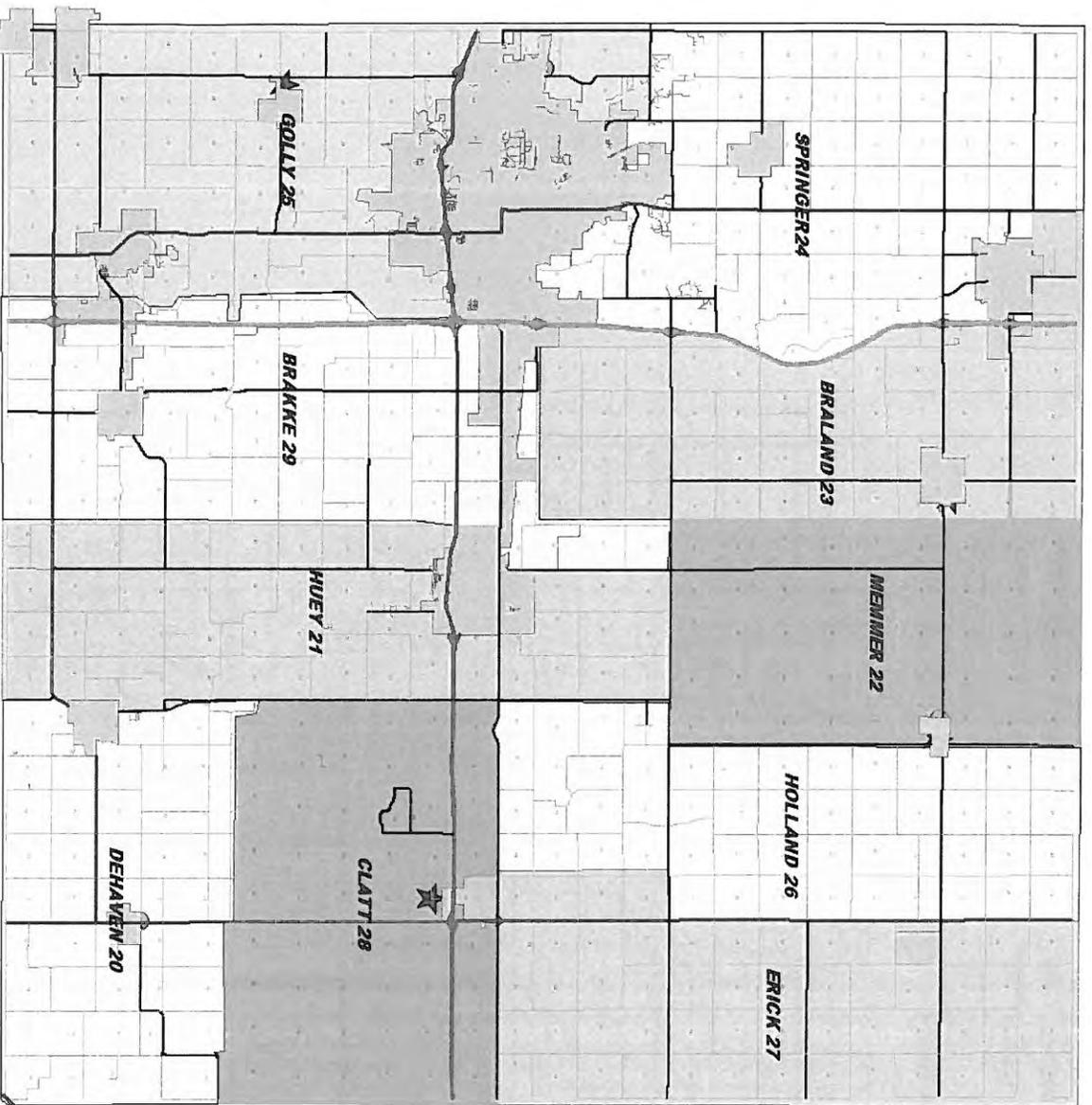
# Maintenance Districts

- 1 MASON
- 2 JACOBSON
- 3 JOHNSON
- 4 WESTBURG
- 5 LOUGH
- 6 OLSON
- 7 VAWTER
- 8 DEMING
- 9 BRAKKE
- 10 OTTO
- 11 PAGE
- 12 HICKLE
- 13 CLARK



# 2000 Motor Grader Districts

13 Districts



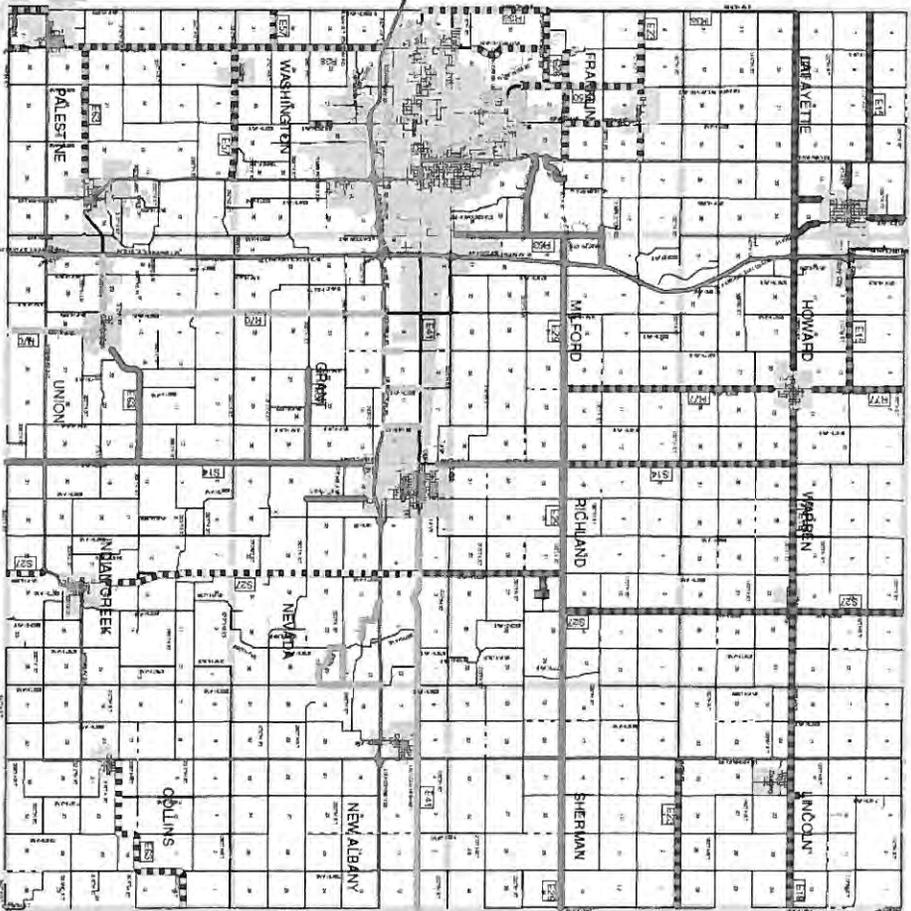
2019 Motor Grader Districts

10 Districts

Each district has over 70 miles of gravel roads

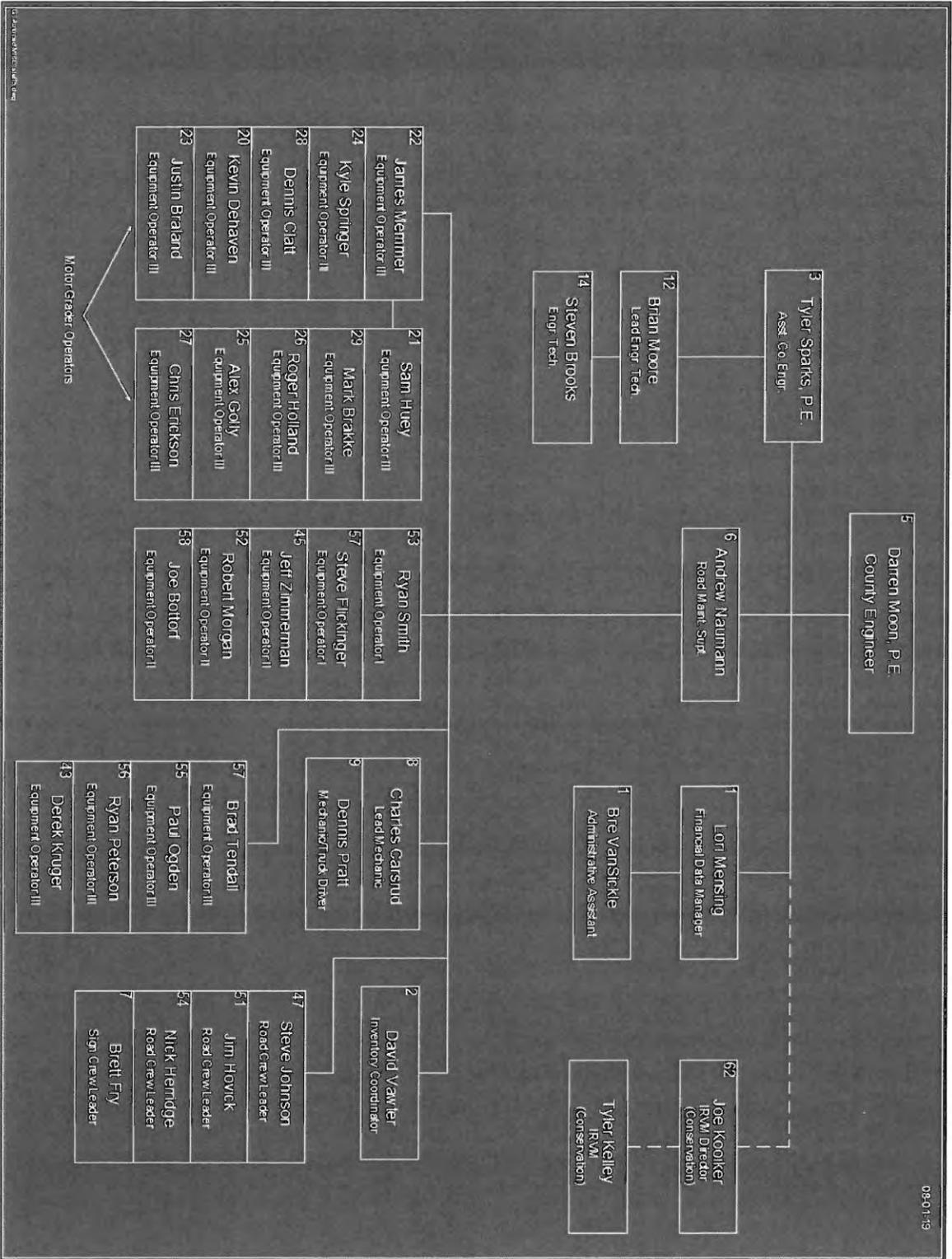
# Truck Snow Routes

12



Snow Routes

- |         |            |         |         |         |           |
|---------|------------|---------|---------|---------|-----------|
| 5914    | BOTTORF    | 5911    | JOHNSON | 3116    | PETERSON  |
| (T-B-W) | (T-B-W)    | (T-B-W) | (T-B-W) | (T-W)   | (T-W)     |
| 5719    | FLICKENGER | 3318    | KRUGER  | 5910    | SMITH     |
| (T-B-W) | (T-B-W)    | (T-W)   | (T-W)   | (T-B-W) | (T-B-W)   |
| 5012    | FRY        | 3015    | MORGAN  | 3217    | TENDALL   |
| (T-B-W) | (T-B-W)    | (T-B-W) | (T-B-W) | (T-W)   | (T-W)     |
| 4304    | HOVICK     | 4517    | OGDEN   | 4409    | ZIMMERMAN |
| (S-B)   | (S-B)      | (T-B-W) | (T-B-W) | (S-B)   | (S-B)     |



-At least three employees are currently scheduled to be out on FMLA during the January-February timeframe.

-Two are motor grader operators.

-Potential FMLA for one or two other employees and we usually have at least one or two out on sick leave or vacation on any given day.

-We have three backup truck drivers but beyond that we would see a reduced level of service in winter maintenance without additional help.

**Assistant Maintenance Superintendent:**

Salary	\$72,000	
Benefits-		
Health Ins.	\$20,424	
Flex	\$ 1,743	
FICA	\$ 5,890	
IPERS	\$ 7,270	
<u>Life/Disab.</u>	<u>\$ 340</u>	
Total =	\$107,667	= \$62,805 (For Dec. to June 30 <sup>th</sup> )

**Equipment Operator 1:**

Salary	\$40,384	
Benefits-		
Overtime	\$ 2,000	
Health Ins.	\$20,424	
Flex	\$ 1,743	
FICA	\$ 3,091	
IPERS	\$ 3,813	
<u>Life/Disab.</u>	<u>\$ 250</u>	
Total =	\$ 71,705	= \$41,827 (For Dec. to June 30 <sup>th</sup> )
Salary (19.25/hr)	\$15,400	
<u>FICA/IPERS</u>	<u>\$ 2,631</u>	= \$ 18,031 (per winter)

**Temporary Winter:**

(Dec. to April)

**F. Y. 2020 Re-ESTIMATED BUDGET  
STORY COUNTY**

Beginning Auditor's Balance

7/1/2019 (Actual)

\$4,596,465.70

10/31/19 balance

Receipts:		
Misc	\$500	
Comp Loss Fixed Assets	\$2,000	
RUTF	\$3,632,970	
T-21	\$502,970	
FEMA/State Rehdnd./Flood	\$0	
Drainage District Services	\$40,000	
Intra County Reimbursements	\$500	
State Payments	\$5,000	
Bridge Replacement Funds	\$234,295	
306.4 TJ FM Ext	\$33,180	
Local Govt Payment	\$10,000	
Other State Grants		
Trip Permits	\$25,000	
Drives and entrances	\$15,000	
Insurance/Drng Payments	\$15,000	
Secondary Road Material	\$500	
Workman's Comp	\$0	
Cash Donation	\$350,000	
Fuel Tax Refunds	\$25,000	
Budget Reimbursements**		
Property Tax	\$590,000	
General Trf	\$2,150,000	
Rural Trf		
Cap Proj		
<b>Total Receipts</b>	<b>\$7,631,845</b>	<b>\$0.00</b>

TOTAL TO ACCOUNT FOR:

\$12,228,311

Expenses:	
Administration	\$230,000.00
Engineering	\$409,690.00
Bridges/Culverts	\$209,000.00
Roads	\$2,441,685.00
Snow & Ice Control	\$331,840.00
Traffic Controls	\$268,000.00
Road Clearing	\$187,780.00
New Equipment	\$685,500.00
Equipment Operations	\$1,282,950.00
Tools/Materials/Supplies	\$16,000.00
Real Estate & Buildings	\$75,000.00
Roadway Construction	\$1,900,000.00****

Total Expenses:

\$8,047,425.00

Ending Auditor's Balance

6/30/2020

\$ 4,180,885.70

-Fuel tax increase in 2015 boosted our revenues  
 -Bonding reduced construction item by \$750,000 (560<sup>th</sup> Ave.)  
 -\$600,000 will be reimbursed by DOT for bridge project next FY

**REQUEST FOR PROPOSAL FOR  
Housing Study and Needs Assessment  
Story County, Iowa**

Story County, Iowa ("County") seeks proposals for the development of a *Housing Study and Needs Assessment for Story County, Iowa*.

The purpose of the study and assessment is to identify existing and future housing stock throughout Story County (excluding the City of Ames) and to identify strategies that will help ensure the housing market provides housing opportunities for all income levels. It provides an analysis of affordability throughout the housing market for all population segments of the County. The study will be required to include, but is not limited to the assessment of existing housing conditions, demographic and market demands (present and future), and identification of critical housing gaps and issues as further described in this Request for Proposal ("RFP").

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

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

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

Story County Auditor's Office  
c/o County Outreach and Special Projects Manager  
Story County Administration  
900 6<sup>th</sup> Street  
Nevada, Iowa 50201

**APPROVED**  
**DENIED**  
Board Member Initials: *Approved*  
Meeting Date: *11/15/19*  
Follow-up action: *gmc*

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

**Proposal Deadline: 12:00 PM Friday, December 13, 2019**

Proposals received after the proposal deadline will be considered late and will not be accepted. Proposals may be withdrawn and/or modified in writing prior to the submission deadline. Request for withdrawal must be in writing by the contact person named on the outside of the

envelope. Proposals that are resubmitted must be sealed and received prior to the submission deadline. Each Consultant may submit only one proposal.

## **Scope of Services**

### *Introduction and General Information*

The following list is not intended to be a comprehensive itemization of plan components or areas needed to conduct a comprehensive study and assessment and develop recommendations. Story County will rely on the consultant's professional expertise in analyzing all pertinent factors and is open to additional strategies and approaches to meet the overall goals of identifying affordable housing needs and developing housing solutions. The Consultant may also propose collecting additional information deemed relevant in defining the local housing marketing and local housing need.

The Consultant will focus on gathering detailed information and analyzing factors for each individual community in Story County, except for Ames, and for the unincorporated areas in the county. However, the Consultant will need to integrate information and factors the City of Ames and the Iowa Finance Authority have collected and analyzed independently into this report by including narrative on the impact Ames' current and future housing needs are likely to have on the county's other communities.

The Consultant shall also include separately in the RFP a quote for including in the report an Ames profile covering Items 1 through 7 listed below.

The Consultant shall draft a report that specifically addresses Story County (excluding Ames unless the County elects to also contract for the Ames profile mentioned in the previous paragraph) current and future housing needs. The last comprehensive housing needs assessment conducted by Story County was compiled in July 1998 entitled the "Ames/Story County Housing Needs Assessment Study". The proposed report detailed with this 2019 effort must not be viewed as an "update" to the 1998 report, however.

The report will include and address the following information:

- 1) **Population and Demographic Review and Projections through 2040 – for each community (excluding Ames) and the unincorporated areas of Story County**
  - a) Income, including source of households, with a breakdown of renters and owners earning < 30% of the AMI (extremely low income), 31% -50% of the AMI (low income) 50% to 80% of the AMI (moderate income), 81% to 120% of AMI (middle income) and 120% to 200% of AMI
  - b) Percentage of household income spent on housing costs per aforementioned income band
  - c) Number of households with children, number of adults, seniors and those with a disability
  - d) Comparison of age with income, with a breakdown of renters and owners

- e) Number of single, two-income and more income households. This would include the average number of jobs held in each household and/or by adults
  - f) Components of population change
  - g) Ethnicity/Immigration
  - h) Poverty rates
- 2) Housing Market Analysis – for each community (excluding Ames) and the unincorporated areas of Story County**
- a) Rental and Owner-Occupied Housing
    - i) Further analyzed based on size and type of housing, identifying the available, conditions and sales trends for various affordability levels
    - ii) Assessed housing values
    - iii) Ownership trends
  - b) Senior Housing
  - c) Group Quarter and Facility Housing, addressing obstacles to permanent housing, including but not limited to income limitations and impacts
  - d) Transitional, Subsidized and Special Needs Housing, addressing obstacles to permanent housing, including but not limited to income limitations and impacts
  - e) Mobile Home and Modular Housing Units (both in established manufactured housing development parks and infill lots)
  - f) Upper-story/downtown housing (vacancy and capacity)
- 3) Housing Demand and Vacancy Rates (broken down into both owner-occupied and rental types) for each community (excluding Ames) and the unincorporated areas of Story County**
- a) Number of housing units needed, both rental and for sale, to fill the current and future needs based on bedroom size, price point, corresponding income levels and age categories
  - b) An estimate of the number of households burdened by high housing costs, including those who are burdened and earn very low, low, moderate and middle incomes
- 4) Existing Housing Conditions and Issue Areas (broken down into both owner-occupied and rental types) – for each community (excluding Ames) and the unincorporated areas of Story County**
- a) Existing Housing Stock, including an estimate of sub-standard dwelling units in need of rehabilitation/replacement. Narrative is expected on how suspected sub-standard units were identified for each community. Narrative is also expected on the drive-by inspections of at least 15 of the sub-standard units in each community except for Ames.
  - b) Estimated impact of students and/or seasonal workers on limited housing stock/availability
  - c) Impacts of local land use controls to determine any regulatory or policy impediments toward the construction or renovation of housing
  - d) Other Housing Issues
- 5) Economic Profiles and Projections through 2040 – for each community (excluding Ames) and the unincorporated areas of Story County**

- a) Analysis of anticipated job growth, employment categories and wages, and unemployment rates – types of jobs and typical wages, as well as incomes necessary to afford market-rate housing at different levels
  - b) Determine employee needs, including seasonal workers
  - c) Percent of those who commute from outside of city for employment, destination of employment, miles traveled and income of out-of-community households
  - d) Survey of local employees to determine impact of housing cost and availability on long-term employment sustainability and residency
  - e) Cost of living
- 6) Gap Analysis – for each community (excluding Ames) and the unincorporated areas of Story County**
- a) Determine whether a deficit or surplus of housing units exists for households in various income bands for rental and owner-occupied housing
  - b) Consider existing current household estimates, as well as household growth projections by income or tenure
  - c) Consider cost-burdened households and those living in substandard housing for rental housing and address household growth and the need for replacement housing (older, substandard housing) for owner-occupied housing
- 7) Barriers Analysis – for each community (excluding Ames) and the unincorporated areas of Story County**
- a) Identify existing barriers (regulatory, enforcement, and otherwise) to production of housing opportunities
- 8) Recommendations – for each community (excluding Ames) and the unincorporated areas of Story County**
- a) Determine a continuum of housing that describes housing needs for residents and workforce to accommodate a wide range of incomes, projected through 2040. Present the continuum in a format that establishes the spectrum of housing considered affordable by households in different income groups, indicating number and percentage of households earning different area median incomes and those types of housing likely to be needed at the different income levels.
  - b) Best practices for rural communities and potential solutions for policy makers, non-profit organizations and the private sector to consider addressing identified housing needs and problems
  - c) Review the adopted land use regulations and future land use maps and make recommendations for updates to support the development of future affordable housing identifying areas where opportunities may exist to develop new housing and recommend policy changes and updates to promote housing opportunities at various levels
  - d) Identify potential developers, both for and non-profit who have the capacity to develop housing at various levels
  - e) Suggest and prioritize strategies, including potential partnerships with local employers, non-profits, and/or private developers, for the creation and implementation of housing programs and development of properties to meet the gaps identified in the study

- f) Identify potential revenue funding sources for operational subsidies for housing programs and revenue stream for the production of units to meet area's unmet housing needs
- g) Identify incentives and alternatives to promote creation of affordable housing
- h) Identify any additional resources, legal or otherwise, necessary to implement recommendations
- i) Identify potential opportunities to rehabilitate or repurpose existing buildings to address housing needs and demand

### **General Scope of Work**

The Housing Study and Needs Assessment will provide an in-depth analysis of the current as well as the future needs for affordable, workforce and other housing options primarily of current and future households, reported incrementally in relation to the Area Median Income (AMI) and further identifying quantifiable recommendations to bridge those identified gaps over the current, short and long-term periods. The Consultant will analyze current housing conditions, identify housing needs and identify evidenced-based and creative strategies across the housing continuum both regulatory and non-regulatory that look to address the current, short and long-term needs of Story County (excluding Ames unless the County elects to also contract for the Ames profile mentioned above).

### **Definitions**

#### *Affordable Housing*

For purposes of this RFP, rental housing is affordable when the rent does not exceed 30% of a household's gross income. Owner-occupied housing is affordable when the housing payment (mortgage, insurance, HOA, etc.) does not exceed 33% of a household's gross income.

#### *Cost Burden Categories*

##### Cost burdened

The household spends  $\geq$  30% of HUD Area Median Income on housing

##### Extremely cost burdened

The household spends 30% to 50% of HUD Area Median Income on housing

##### Severely cost burdened

The household spends  $>$  50% of HUD Area Median Income on housing

### **Conceptual Plan and Proposal Submittal Requirements**

The Consultant 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:

- Consultant name, address, and names of primary contacts.
- Identify project manager. List the project manager's relevant experience and similar work including references.

- Restatement of services required (four pages maximum): attach a restatement of the proposed agreement that outlines its objectives and scope as perceived. Do not repeat the Scope of Services, but elaborate on the tasks, conditions, or other specifics deemed significant and necessary to demonstrate a complete understanding of the technical and substantive issues to be addressed, including the following:
  - A statement of the Consultant's understanding of the project that demonstrates knowledge of the project requirements.
  - Proposed project approach, including timelines and description of the Consultant's technical approach to the project, including an outline of the sequence of tasks, major benchmarks and milestone dates.
  - Proposed use of County staff, as well as any equipment, materials or additional data that will be expected from the County at the onset of the project.
- Outline personnel skills and services that distinguish the Consultant, incorporating appropriate staff profiles and a description of specific staff that will comprise the project team for this assignment. The staff profile should describe the Consultant's experience in providing services to the public sector, jobs of similar size(s) and provide applicable certifications for staff members involved in the process. Please attach a description of similar projects designed and constructed by the firm. Project summaries should emphasize their relevance to the proposed agreement.
- Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this work. This does not include generalized promotional material, resumes, statement of experience, qualifications, or capabilities, or other material that is irrelevant to the proposed agreement.
- Evidence of ability to work effectively within tight time constraints.
- Provide the earliest date available to assume these duties.
- Estimated cost of the services to be provided under this proposal. A proposed fee structure based upon the plan of work proposed by the Consultant. Proposed services to be sub-contracted if any, anticipated subcontractors, and anticipated costs for these services. NOTE: Story County will not pay the Consultant a surcharge percentage on third party fees and costs. Method of billing must be disclosed. An acknowledgement that any task/work request considered to be outside of the agreed upon scope and contracted duties that will incur fees, must be communicated by the consultant and agreed to by Story County prior to the performance of that task/work request.
- Three (3) references are to be included with the proposal.

### **Submittal Process and Details**

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

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

Story County will be accepting questions from November 5, 2019, through 5:00 PM, November 22, 2019, regarding this RFP. Please submit questions via email to Leanne Harter, County

Outreach and Special Projects Manager, at [lharter@storycountyiowa.gov](mailto:lharter@storycountyiowa.gov). Written responses will be published on the County's website [www.storycountyiowa.gov](http://www.storycountyiowa.gov) distributed to those who submitted questions no later than 12:00 PM on November 27, 2019.

### **Estimated Timeline**

- Release RFP – November 5, 2019
- Questions due to Story County by 5:00 PM on Friday, November 22, 2019.
- Story County Responses published no later than 12:00 PM on November 27, 2019.
- Proposals Due – no later than 12:00 PM Friday, December 13, 2019
- Proposals Reviewed – December 16, 2019 through December 27, 2019
- Selected Consultant presentations to Board of Supervisors – January 7, 2020
- Board of Supervisors Consultant selection – January 14, 2020
- Contract development – January 14, 2020, through January 23, 2020
- Board of Supervisors action on contract – January 28, 2020
- Effective start of contract – January 29, 2020

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

Selected Consultants submitting proposals will be invited to give an oral presentation explaining their proposal. It is anticipated that interviews will be for the top two to three Consultants, if necessary.

The Story County Board of Supervisors will consider approval of a contract with the selected Consultant.

The Story County Board of Supervisors reserves the right to accept or reject any and all responses, in part or in whole, and to accept responses, which in its sole discretion and opinion appear to be responsive, responsible, and in the best interests of the County. The County further reserves the right to waive any formalities or informalities or to amend the schedule as necessary.

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

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

### **Consultant Selection Procedures**

A selection committee will analyze and evaluate all properly submitted proposals in response to this request. The selection committee using the "Evaluation Criteria" listed in this RFP will rank all

Consultants. Top scoring Consultants will be chosen for further evaluation, which will include interviews and presentations with those firms. Each proposal will be evaluated based on the Evaluation Criteria listed below. Proposals will be ranked in order of the highest numerical score first. Story County may select as many of the top ranked Consultants as it deems necessary for inclusion within the negotiating list.

#### **Evaluation Criteria**

1. Experience with related activities or programs.
2. Consultant's understanding and technical approach to the project.
3. Availability and capability of staff. Pertinent experience and qualifications of the project team.
4. Technical and financial resources.
5. Ability to complete the project in a timely manner and within budget.
6. Integrity and compliance with public policy.
7. Location of office. Preference may be given to those Consultants located within Story County.

#### **Work Product and Deliverables**

The final report should be presented to the Story County Board of Supervisors at a regularly scheduled meeting, and delivered to County Outreach and Special Projects Manager both as a PDF file and in hard copy consisting of seven (7) bound copies. An electronic copy of the final report presentation materials must be provided as well.

#### **Insurance**

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

**Sample Form of Consultant Services Contract is provided as Appendix A.**

## Appendix A

### Sample

#### Provider Agreement

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

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

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

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

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

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

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

6. TERM AND TERMINATION OF AGREEMENT. This Agreement is effective on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ for a period of \_\_\_\_\_ year (s). The County may terminate this agreement immediately upon Provider's refusal to, or inability to perform under the agreement or Provider's breach of this agreement. Either party may terminate this agreement for any reason, without cause, by giving 90 days written notice to the other party.

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

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

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

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

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

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

STORY COUNTY, IOWA (County) \_\_\_\_\_ (Provider)

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

Chairperson of the Board of Supervisors

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

<b>INSTRUMENT PREPARED BY:</b>	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010 (515) 288-2500
<b>RETURN TO:</b>	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010

### EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That **STORY COUNTY, IOWA**, for good and valuable consideration, does hereby grant unto **HICKORY PARK, INC.**, and its successors and assigns, a public utility and private storm sewer easement upon, underground, over or across the following-described real estate:

A strip of land 20.00 feet in width across Parcel A in the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-four (24) West of the 5th P.M., Ames, Story County, Iowa, being more particularly described as follows: Beginning at a point on the East line of said Parcel A which is 22.68 feet south of the Northeast Corner thereof; thence continuing S00°11'22"W, 20.00 feet to its intersection with the north right-of-way line of S.E. 16th Street; thence N89°48'41"W, 175.01 feet to the intersection of the West line of said Parcel A with the north right-of-way line of said S.E. 16th Street; thence N00°09'14"E, 20.00 feet along said West line; thence S89°48'41"E, 175.03 feet to the point of beginning, containing 3500.42 s.f.

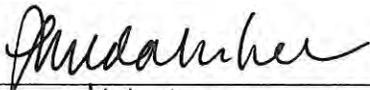
as more particularly shown and described on the Easement Exhibit attached hereto as Exhibit A incorporated herein by this reference as if fully set forth.

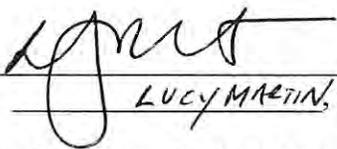
The foregoing rights are granted upon the express condition that the users of the granted rights will assume liability for all damage to the real estate described herein and any adjacent real estate caused by the failure to use due care in the exercise of the granted rights

(SIGNATURE PAGE FOLLOWS)

SIGNATURE PAGE OF EASEMENT

STORY COUNTY, IOWA

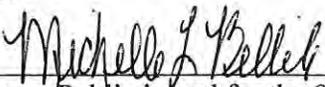
By:   
Linda Murken, Chair. Board of Supervisors

By:   
LUCY MARTIN, Story County Auditor

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this 5<sup>th</sup> day of November, 2019, by Linda Murken and Lucy Martin, the Chair of the Board of Supervisors and the County Auditor, respectively, of Story County, Iowa.



  
Notary Public in and for the State of Iowa  
My commission expires 9/11/2021





# Board of Supervisors

Story County, Iowa

## Website Linking Policy

Approval Date:

\_\_/\_\_/\_\_\_\_

Effective Date:

\_\_/\_\_/\_\_\_\_

Revision No:

--

Reference: BOS Minutes: \_\_/\_\_/\_\_

Initially Adopted: 02/17/2015

Distribution: (Elected Officials, Department Heads, County Employee Handbook, Intranet, etc.)

### GENERAL POLICY

Story County, Iowa has adopted a policy on links from the County's website at [www.storycountyiowa.gov](http://www.storycountyiowa.gov). Story County limits links only to those sites that which promote the economic welfare, tourism, and industry of Story County government, as well as links to government and educational institutions.

### POLICY

Story County ~~will not~~ only permits ~~an~~ electronic links from the County's website ~~except upon~~ when meeting the following conditions, and only after written submittal of the Website Link Request-Story County, Iowa (Appendix A), to Story County is approved by the County Outreach and Special Projects Manager. Such approval shall be based upon information in the Website Link Request - Story County, Iowa showing that the applicant meets at least one of the following criteria:

- The State of Iowa, ~~or the~~ Federal Government or other local government agencies or an agency thereof;
- An educational institution in the State of Iowa funded with public funds;
- A not-for-profit corporation organized under the laws of the State of Iowa which promotes the economic welfare, environmental welfare, and/or tourism and/or industry of Story County, Iowa;
- A commission or agency funded in whole or in part by the Story County, Iowa;
- A party that has an established partnership with Story County and which promotes the economic welfare, environmental welfare, tourism and/or industry of the County.
- Emergency management issues.
- Other links may be considered by the Board of Supervisors upon official request.

Placement of the link is at the sole discretion of Story County.

Those websites for which links have been approved and placed on the Story County website are not controlled, maintained, or regulated by the County or any organization affiliated with the County, and Story County is not responsible for the content of those websites. Use of information obtained from those websites is voluntary, and reliance on that information should only be undertaken after an independent review of its accuracy. Reference at those websites to any specific commercial product, process, or service by trade name, trademark, or otherwise does not constitute or imply endorsement or recommendation by Story County.

Links to websites may be terminated if Story County determines in its sole discretion that the linking party ceases to meet the criteria as outlined in this policy.

**APPROVED**      **DENIED**

Board Member Initials: DM

Meeting Date: 11-5-19

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Appendix A**  
**Website Link Request**  
***Story County, Iowa***

**APPROVED**      **DENIED**  
Board Member Initials: \_\_\_\_\_  
Meeting Date: \_\_\_\_\_  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Website Link Request

Story County, Iowa



Name of Organization:

Organization's web address:

Name of person making request:

Title:

Email address:

Phone number:

Which of these criteria supports your request? Please check all that apply.

Your organization IS:

- The State of Iowa, ~~or~~ the Federal Government or other local government agencies or an agency thereof;
- An educational institution in the State of Iowa funded with public funds;
- A not-for-profit corporation organized under the laws of the State of Iowa which promotes the ~~economic~~ welfare, environmental welfare, and/or tourism ~~and/or~~ industry of Story County, Iowa;
- A commission or agency funded in whole or in part by the Story County, Iowa;
- A party that has an established partnership with Story County and which promotes the economic welfare, environmental welfare, tourism and/or industry of the County.
- Emergency management issues.
- Other links may be considered by the Board of Supervisors upon official request.

If your organization does not meet the criteria listed, please explain why you believe a link from the County's website to your website would be appropriate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVED**      **DENIED**  
Board Member Initials: YMU  
Meeting Date: 11-5-19  
Follow-up action: 7 day review

Thank you for your interest!

# APPLICATION FOR APPOINTMENT

TO BOARDS, COMMISSIONS AND COMMITTEES  
ADVISING THE STORY COUNTY BOARD OF SUPERVISORS



NAME MONTY WOODWARD ADDRESS \_\_\_\_\_  
OCCUPATION \_\_\_\_\_ ADDRESS AT WORK \_\_\_\_\_  
HOME/CELL PHONE \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_

EMAIL ADDRESS: mwoods@mcshs.com

EDUCATION: BA-MASTER Psychology MA-MASTER OF ARTS THEOLOGICAL Studies

**LIST NAMES OF BOARDS OR COMMISSIONS IN ORDER OF PREFERENCE:**

1. COMMISSION OF VETERANS AFFAIRS
2. \_\_\_\_\_
3. \_\_\_\_\_

**WHY DO YOU WISH TO SERVE ON THIS BOARD?**

RETIRES NAVY 20 years HONORABLE DISCHARGE  
Have time to commit to this board  
Help Veterans

**WHAT QUALIFICATIONS DO YOU FEEL YOU HAVE?**

Very Knowledgeable about Veterans' AFFAIRS  
AND VA HOSPITAL IN DES MOINES

**DO YOU HAVE ANYTHING ELSE TO ADD?**

Dedicated to help Veterans

**RECEIVED**  
APR 05 2019  
STORY COUNTY  
BOARD OF SUPERVISORS

**APPROVED** **DENIED**  
Board Member Initials: MM  
Meeting Date: 11-5-19  
Follow-up action: \_\_\_\_\_

PLEASE SUBMIT COMPLETED APPLICATION TO: STORY COUNTY BOARD OF SUPERVISORS  
STORY COUNTY ADMINISTRATION  
900 6<sup>TH</sup> STREET  
NEVADA, IOWA 50201

THANK YOU FOR YOUR INTEREST IN SERVING STORY COUNTY.



**Community Services Quarterly Report for the  
 Story County Board of Supervisors  
 November 5, 2019  
 (Period covering July 2019 – September 2019)**

**General Assistance**

Caseload information:

Single Household Cases	Family Household Cases	Total for Reporting Period	Year-to-date Totals
26	18	44	26 - single
			18 - family
			44 - total

Denials/Referral to Other Resources:

# Issued during the reporting period	Year-to-date Totals
297	297

Applied, but did not return to complete assistance process:

# during the reporting period	Year-to-date Totals
15	15

Primary types of assistance:

Rent	Utilities	Misc. (meds, transportation, burial)
\$15,781.00	\$979.62	\$3,986.00

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

**Substance Abuse Services**

# during the reporting period	Year-to-date Totals
4	4

## MH/DS

### Central Iowa Community Services Region:

Updates to the CICS 28E agreement were approved in September 2019 by the CICS Governing Board. Changes to the 28E include legislative requirements from FH690 for the children's behavioral health system. During this past quarter CICS received applications for the CICS Children's Advisory Committee, appointments have been made by the CICS Governing Board and plans are developing for the Children's Advisory Committee to hold their first meeting in November 2019. Per the 28E, commencing February 2020 three representatives from the Children's Advisory Committee will be appointed to the CICS Governing. These positions will consist of one individual representing children's behavioral health services provider as a non-voting member, one individual representing the education system in the region as a voting member, and one individual who is a parent of a child who utilizes children's behavioral health services or an actively involved relative of such children as a voting member. In addition the appointment from the CICS Adult Advisory Committee in the position of an individual who utilizes mental health and disability services or is an actively involved relative of such an individual will be a voting member on the CICS Governing Board.

CICS has contracted with Eyerly Ball Community Mental Health Services for consultation services in the development of an Access Center Network.

CICS Administrative staff are continuing to work on transition plans for block grant funded Transitional Living Center (TLC) services, the intent is for providers to access Medicaid funding when possible while continuing to meet the needs of individuals being served. Through this process Center Associates in Marshalltown indicated they did not intend to become certified to provide Habilitation (Medicaid) funded services. CICS Governing Board approved to provide notice to Center Associates to discontinue funding the TLC in Marshalltown effective 11/30/19, Center Associates made the decision to close the TLC effective 10/31/19. CICS is working to develop other Habilitation funded services in Marshall County to serve individuals.

CICS Administrative staff are looking at financial forecasting and anticipate the need to increase the per capita levy in FY2021 and anticipate increasing to the per capita levy max of \$35.50 within potentially four years. The current FY2020 per capita levy is \$22.20. Forecasting can change based on projected and actual expenditures.

Genesis Development provided notice to CICS that effective 10/4/19 all behavioral health services would be closed "due to insurmountable financial challenges". For CICS this affected behavioral health services in Greene County, CICS is working to address this in Greene County. Zion Recovery assumed the Hope Wellness Center in Woodward where CICS residents access crisis stabilization services. Additional notice was provided by Genesis Development of the closing of all disability services effective 10/26/19 with Imagine the Possibilities assuming the

clients and services as of 10/27/19. This affected many areas of CICS, for Story County this change applies to supported employment services.

CICS is looking at transitioning the CICS Crisis Line answered by Foundation 2 to the statewide Your Life Iowa crisis line which also is answered by Foundation 2. Intent is for CICS to continue to contract with Foundation 2 for mobile crisis response dispatch services. The CICS crisis line could remain intact for an undefined period of time and calls received on the CICS crisis line would roll over to the Your Life Iowa line. It is anticipated this change will take effect in January 2020 and CICS will begin to market the Your Life Iowa phone number.

The CICS Employment Committee continues to meet and discuss regional employment. CICS staff have consulted with an MHDS region that is moving to regional employment January 2020, in addition the CICS Employment Committee has consulted with the attorney retained by CICS and the Committee also is considering seeking additional outside consultation services to further explore the concept of regional employment.

Jody Eaton's CEO term expires 6/30/20. The CICS Governing Board has set the process for appointing a new CEO with internal applications due December 1, 2019, interviews to be completed in January 2020 by Governing Board members and the CEO appointment to occur at the January 2020 Governing Board meeting. If there are no internal candidates interested or qualified, then the external candidate process outlined in the "CICS Supplement to the County Employee Manual" will be implemented.

CICS staff participated in the MH Expo in Story County in September with a vendor table and a staff member also was involved with hosting the event that evening.

Karla Webb has been appointed to the Iowa Community Services Association (ICSA) board for a three-year term starting 1/1/20.

### **Community Services**

Community Services staff met with ISAC staff to review mock ups for the Community Services Network (CSN) for the Centralized Intake concept. The mock ups were presented at the statewide General Assistance Retreat where feedback was positive. The mock ups and Centralized Intake concept were then discussed at a CSN Operations Committee meeting, the Operations Committee approved for ISAC staff to move forward. A project timeframe needs to be developed next.

Staff from our office continue to remain involved with the Opioid Task Force, Nevada Substance Use Task Force, Mental Health Expo committee, Human Services Council and Two Rivers Region.

Staff continue to attend county trainings when possible.

This quarter 138 interviews were completed with Veterans or surviving spouses by Erin Rewerts, CVSO.