

The Board of Supervisors met on 11/19/24 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Linda Murken, and Latifah Faisal (via Zoom), with Heddens presiding. (all audio of meetings available at storycountyiowa.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

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

PROCLAMATION RECOGNIZING NOVEMBER 17-23, 2024 AS HUNGER AND HOMELESSNESS AWARENESS

WEEK: Heddens and Murken read the Proclamation in full. Heddens moved, Murken seconded approving the Proclamation recognizing November 17-23, 2024 as Hunger and Homelessness Awareness Week. Roll call vote. (MCU)

ENVIRONMENTAL HEALTH QUARTERLY REPORT: Director Kimberly Grandinetti asked for questions about the submitted written report. The Board had no questions. Grandinetti presented details on the State of Iowa's private wells grant and the wide range of uses for private owners. There has been more usage in FY25. Murken asked why. Grandinetti said more promotion of the availability of the funding. Murken asked if there were more abandoned wells. Laura Johnston, Environmental Health Specialist, yes, in the last few years. Grandinetti stated educating owners is key. In FY25, legislative changes provided more flexibility in the use of funding by removing specific dollar caps from the *Code of Iowa* and allowing for more procedures. Grandinetti provided detail on testing and remediation. Grandinetti asked the Board for questions. Murken asked for more information about surface water infiltration. Grandinetti provided additional detail. Faisal thanked Grandinetti and Johnston.

MINUTES: 11/7/24 Administrative Recount Minutes, 11/12/24 Minutes, and 11/13/24 General Election Canvass Minutes. Faisal moved, Murken seconded approving the 11/7/24 Administrative Recount Minutes, 11/12/24 Minutes, and 11/13/24 General Election Canvass Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) promotion, effective 11/17/24, in a) Sheriff's Office for Lee Schelonka @ \$2,500.00/bw. Murken moved, Faisal seconded the approval of Personnel Actions as listed. Roll call vote. (MCU)

CLAIMS: 11/21/24 Claims for \$ 1,039,186.36 (run date 11/15/24), 39 pages, on file in the Auditor's Office and authorize the Auditor to issue checks in payments of these claims and payment requests from CIDTF (\$374.34), Emergency Management (\$997.85), E911 (\$258.81), County Assessor (\$6,622.14), City Assessor (\$64,335.57), Central Iowa Community Services (\$360,789.91).

Faisal moved, Murken seconded approving claims as listed. Roll call vote. (MCU)

Murken moved, Faisal seconded approving Consent Agenda.

1. Contract for Highway Right-of-Way with Brent and Jody Larson for the purchase of temporary easement for \$1,343.70 (Project No. BROS-C085(162)--5F-85
2. Yearly Subscription Fees between Story County and Tyler Technologies for TCM, effective 2/1/25-1/31/26, for \$26,664.61
3. Resolution #25-44, Assessed/Taxable Values of Utility Companies for 2024 – Payable in FY26
4. 28E Agreement for Tobacco, Alternative Nicotine and Vapor Product Enforcement, effective 10/1/24-6/30/25
5. CLIA Laboratory Certification for Laboratory Testing, effective 3/29/25-3/28/27, for \$248.00
6. Test Licensing Agreement between Ergometrics and Story County for job applicant testing, effective 11/23/24, not exceed \$600.00
7. Renewal Service Support between Story County and IP Pathways for SMARTnet, effective 11/16/24-11/15/25, for \$30,401.76
8. Resolution #25-43, to Abate Taxes against Said Mobile Home due to Removal from Park
9. Resolution #25-45, to Abate Property Taxes on Parcel Owned by a Political Subdivision
10. 2024 Weed Commissioner's Report and 2025 Weed Commissioner Certification Form
11. Road Closure Resolution: #25-08

Roll call vote. (MCU)

CELL PHONE CONTRACT FOR SECONDARY ROADS (UNBUDGETED): Darren Moon, Engineer, stated his department has been researching the issue for some time; coordinating the contract with the switch to the new payroll system and electronic timesheets is good timing. It will alleviate staff privacy concerns and travel time to check email at available buildings. The 24-month contract is modeled on Tama County's. Moon stated it is a good deal: free phones with service provided at \$20.00 a month per phone plus an additional \$5.99 a month for radio and tracking capabilities. Moon said the annual cost will be \$7,800.00; in FY25 it will cost approximately \$4,500.00. The phones, in conjunction with the electronic timesheets, will ultimately provide cost savings. Murken asked if Secondary Roads will still maintain StoryComm radios. Moon said yes. Faisal stated she is glad to see this; it solves communication challenges for mobile staff. She thanked Moon for his work on this topic. Faisal moved, Murken seconded approving the Cell Phone Contract for Secondary Roads. Roll call vote. (MCU)

RESOLUTION #25-39, BLACK PIKE SUBDIVISION, RESIDENTIAL PARCEL SUBDIVISION: Marcus Amman, Senior Planner, Planning and Development, reported the proposed subdivision will create two lots out of an existing parcel, one for the existing dwelling and one buildable lot. He provided information on the property owners, road access, surrounding land use, applicable regulations, and comments from the interagency review team. The City of Kelley waived its review; the land is just east of the City of Kelley. Amman reported the proposal meets all requirements and standards and is in conformance with the Land Development Regulations. No response was received from the public notice mailed out on 11/14/24. Kelley waived its review on 11/10/24. Amman reported staff recommends approval under Option 1. Murken moved, Faisal seconded approving Resolution #25-39, Black Pike Subdivision, Residential Parcel Subdivision Plat-Black Pike Subdivision, as put forth in SUB24-000009. Roll call vote. (MCU)

REQUEST FOR FUNDING FOR CLIMATE ACTION PLAN FOR GOVERNMENT OPERATIONS IN AN AMOUNT NOT TO EXCEED \$95,000.00 (UNBUDGETED): Leanne Harter, Planning and Development Director, reported this was originally funded via American Rescue Plan Act (ARPA) but staff recommended the \$75,000.00 after concluding a similar effort led by Polk County would incorporate such a plan. That was the impression when Story County released its request for proposals (RFP) this fall. The RFP received six proposals. Three firms were asked to make presentations. Harter reported estimated costs range up to \$95,000.00. The team is requesting funding

approval not to exceed \$95,000.00 for the development of the Climate Action Plan for Government Operations. Joby Brogden, Facilities Management Director, provided additional detail on the three firms. Faisal asked for clarification on the budget history. Harter stated originally \$75,000.00 of ARPA funding was obligated. The funding was subsequently removed because of the Polk County project. Murken asked if ARPA funding was currently available. Assistant Auditor Lisa Markley stated there is \$298,394.00 of unobligated ARPA Revenue Loss funding available. The question is if the project can be completed by December of 2026. Brogden stated yes, at most the project will take 12 months. Murken moved, Faisal seconded approving Funding for Climate Action Plan for Government Operations for \$95,000.00 from available ARPA funds. Roll call vote. MCU

SERVICE AGREEMENT FOR PERMITTING SOFTWARE BETWEEN STORY COUNTY AND SCHNEIDER GEOSPATIAL: Joe Wakeman, Information Technology Director, reported on consolidating and replacing permitting software for both Environmental Health and Planning and Development. Currently both departments use CitizenServe and Environmental Health also employs in-house software. The proposed project will bring both departments under one umbrella. Three quotes were received: CitizenServe, GeoPermits, and Tyler Permitting. After review, demonstrations, and talking to colleagues from other counties, Wakeman recommends GeoPermits with an annual cost of \$35,100.00. Because other counties already use it, custom modules for Iowa are already in place. We already work with the parent company, Schneider Geospatial, for the Beacon property records website. Contractors and the public will be familiar with the platform. Wakeman supports moving the two departments to one system. GeoPermits allows unlimited users so adding other departments and offices is possible. Environmental Health budgeted for replacement software and Year 1 costs are well under the budget. CitizenServe is in place through October of 2025 so transition will be smooth. Kimberly Grandinetti, Environmental Health Director, stated the switch will allow Environmental Health to use existing platforms for permitting for pools and tattoo parlors. The information integrates with the Beacon site. Wakeman stated the County will have in-house expertise that can be shared. The request will be presented at next week's meeting as the quote was received too late for this agenda. No action is requested today. The Board thanked the department heads for their work. Heddens directed Wakeman to put the quote on next week's agenda.

INTEGRATED ROADSIDE VEGETATION MANAGEMENT (IRVM) QUARTERLY REPORT: Weed Commissioner Ty Hamiel reported on brush spraying contractor, staffing, seed harvest, roadside seeding, drainage district maintenance, grant funding, winter projects, and the Kestrel box program. Weather windows for prescribed fire is still to be determined. He asked for questions. Murken asked for additional detail on the work delayed by weather. Hamiel provided. The Board thanked Hamiel.

DIRECTION ON REQUEST FROM YOUTH AND SHELTER SERVICES (YSS) FOR REQUEST FOR FUNDS: Crystal Davis, County Outreach and Special Projects Manager, reported on an informal request for additional ARPA funding from YSS, to request the funds that were de-obligated by the Board in October. She reported on future processes. Andrew Allen, President and Chief Executive Officer, YSS, stated the funds are needed to backfill funding from a partner that backed out in October. Murken stated the Board has not yet read the proposal as it was just handed out. Faisal agreed and stated while it is a similar project, it's not the same project. Does it fit with procedures? Heddens clarified that this is a new request, not a reallocation as funds were already de-obligated. Heddens stated Allen needs to sign contract for de-obligation and then submit a new request. Heddens asked for additional documentation on costs. Murken asked if it was possible to obligate additional funding prior to the end of the calendar year. Davis said yes. Murken stated there are only two meetings remaining in the year where all Board members will be present. Allen stated he can submit something by Thursday morning of this week.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Faisal stated she will attend tomorrow's drainage meeting in person, otherwise she will attend meetings via Zoom. All Board members reported on upcoming meetings and items.

CLOSED SESSION PURSUANT TO CODE OF IOWA §21.5(1)(c): Murken moved, Faisal seconded to go into closed session pursuant to *Code of Iowa* §21.5(1)(c) at 11:02 a.m. Roll call vote. (MCU)
Heddens reconvened the Board in open session at 11:43 a.m. Murken moved, Heddens seconded to adjourn at 11:43 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building,
900 6th St., Nevada, IA
11/19/24

1. SPECIAL NOTE TO THE PUBLIC: (3) - This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

Members of the public can participate by using the information below:

To join the zoom meeting by computer, tablet, smartphone :

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. [HTTPS://US02WEB.ZOOM.US/J/84068041164?PWD=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1](https://us02web.zoom.us/j/84068041164?pwd=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1)

Passcode: 751099

Or One tap mobile:

+13017158592,,84068041164# US (Washington DC)
+13052241968,,84068041164# US

Or join by phone:

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

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

Webinar ID: 840 6804 1164

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
6. Consideration Of Proclamation Recognizing November 17-23, 2024 As Hunger And Homelessness Awareness Week

Department Submitting General Assistance

Documents:

HHAW.PDF

7. AGENCY REPORTS:

I. Environmental Health Quarterly Report - Kimberly Grandinetti

Department Submitting Auditor

Documents:

ENVHTH QTR.PDF

8. CONSIDERATION OF MINUTES:

- I. 11/07/24 Administrative Recount Minutes, 11/12/24 Minutes, And 11/13/24 General Election Canvass Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

1)promotion, effective 11/17/24, in a) Sheriff's Office for Lee Schelonka @ \$2,500.00/bw

Department Submitting Auditor

10. CONSIDERATION OF CLAIMS:

- I. 11/21/24 Claims

Department Submitting Auditor

Documents:

CLAIMS 112124.PDF

11. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

- I. Consideration Of Contract For Highway Right Of Way With Brent And Jody Larson For The Purchase Of Temporary Easement In The Amount Of \$1,343.70 (Project No. BROS-C085(162)-5F-85

Department Submitting Engineer

Documents:

ROW CONTRACT 150TH.PDF

- II. Consideration Of Yearly Subscription Fees Between Story County And Tyler Technologies For TCM 2/1/25 - 1/31/26 For \$26,664.61 (Budgeted)

Department Submitting Information Technology

Documents:

TYLER SUBSCRIPTION.PDF

- III. Consideration Of Resolution #25-44, Assessed/Taxable Values Of Utility Companies For 2024 – Payable In 2025-2026 Fiscal Year

Department Submitting Auditor

Documents:

RES 2544.PDF

- IV. Consideration Of 28E Agreement For Tobacco, Alternative Nicotine And Vapor Product Enforcement Effective 10/1/24 - 6/30/25

Department Submitting Sheriff

Documents:

28E AGREEMENT TOBACCO.PDF

- V. Consideration Of CLIA Laboratory Certification For Laboratory Testing, Effective 3/29/25-3/28/27 For \$248.00

Department Submitting Sheriff

Documents:

CLIA LABORATORY.PDF

- VI. Consideration Of Licensing Agreement Between Ergometrics And Story County Effective 11/23/24 Not To Exceed \$600

Department Submitting Sheriff

Documents:

ERGOMETRICS.PDF

- VII. Consideration Of Renewal Service Support Between Story County And IP Pathways For SMARTnet Effective 11/16/24 - 11/15/25 For \$30,401.76 (Budgeted)

Department Submitting Information Technology

Documents:

SMARTNET.PDF

- VIII. Consideration Of Resolution #25-43, To Abate Taxes Against Said Mobile Home Due To Removal From Park

Department Submitting Treasurer's Office

Documents:

25 43.PDF

IX. Consideration Of Resolution #25-45, To Abate Property Taxes On Parcel Owned By A Political Subdivision

Department Submitting Auditor

Documents:

RES2545.PDF

X. Consideration Of 2024 Weed Commissioner's Report And 2025 Weed Commissioner Certification Form

Department Submitting Conservation

Documents:

2024 WEED COMMISSIONER REPORT.PDF
2025 WEED COMMISSIONER CERTIFICATION FORM.PDF

XI. Consideration Of Road Closure Resolution(S): #25-08
Consent

Department Submitting Engineer

Documents:

RC25 08.PDF

12. PUBLIC HEARING ITEMS:

13. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Cell Phone Contract For Secondary Roads - Darren Moon
confidential

Department Submitting Engineer

- II. Discussion And Consideration Of Resolution #25-39, Black Pike Subdivision, Residential Parcel Subdivision – Marcus Amman

Department Submitting Planning & Development

Documents:

STAFF REPORT.PDF

PLAT.PDF
CONSENT TO PLAT.PDF
KELLEY RESOLUTION.PDF
TREASURER CERTIFICATE.PDF
EASEMENT.PDF
RES 25 39.PDF

III. Discussion And Consideration Of Request For Funding For Climate Action Plan For Government Operations In An Amount Not To Exceed \$95,000 - Joby Brogden And Leanne Harter

Department Submitting Planning and Development

Documents:

DIRECTION ON CAP FUNDING.PDF

IV. Discussion And Consideration For Service Agreement For Permitting Software Between Story County And Schneider Geospatial - Joe Wakeman, Leanne Harter

Department Submitting Information Technology

Documents:

MEMO PERMITTING SOFTWARE REQUEST.PDF

14. DEPARTMENTAL REPORTS:

I. IRVM Quarterly Report - Ty Hamiel

Department Submitting Auditor

Documents:

IRVM QTR.PDF

15. OTHER REPORTS:

I. Discussion And Direction On Request From Youth And Shelter Services (YSS) For Request For Funds - Crystal Davis

Department Submitting Board of Supervisors

Documents:

YSS STAFF MEMO 11 14 2024.PDF

16. UPCOMING AGENDA ITEMS:

17. PUBLIC COMMENT #2:

Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

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

19. Closed Session Pursuant To Iowa Code Section 21.5(1)(C) – Crystal Rink, Assistant Story County Attorney

To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Department Submitting County Attorney's Office

20. ADJOURNMENT:

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

**Story County Board of Supervisors
Agenda
11/19/24**

NAME

AGENCY

Kimberly Grandinetti
 Laura Johnston
 Erin Rewerts
 Joby Brogden
 Cari McPartland
 Greg Pikkapp
 Linda Munden
 Ty Hamiel
 Nathan Schmitt
 DARRIN MOON
 JOE WALKEMAN
 Marcus Amman
 Kannerle
 Sandra Kuf
 Ryan Smith
 Crystal Davis
 Kelly Lindstrom
 Amber Allen
 Dana Markley
 Alessandra Cruz
 Lynn M. R

EH
 EH
 GA
 SCFM
 Good Neighbor Emergency Assistance
 Alliance
 The Bridge Home
 Caravanation
 Conservation
 FNG
 SEIT
 P&D
 P&D
 BOS
 Schneider Geospatial
 BOS
 Salvation Army
 YSS
 YSS
 YSS
 YSS

PROCLAMATION
Hunger and Homelessness Awareness Week

November 17-23, 2024

WHEREAS, for the past thirty years, the National Coalition for the Homeless and the National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness Week; and,

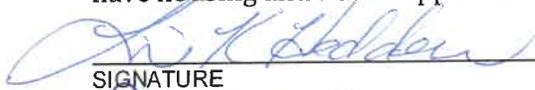
WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless, including the shortage of affordable housing in Story County for very low-income residents; and to encourage support for homeless assistance service providers, as well as community service opportunities, for students and school service organizations; and,

WHEREAS, there are many organizations committed to sheltering and providing supportive services, as well as meals and food supplies to the homeless, which include but are not limited to: Assault Care Center Extending Shelter & Support (ACCESS), The Bridge Home (TBH), Food At First, Good Neighbor Emergency Assistance, Mid-Iowa Community Action (MICA), Story County General Assistance, The Hunger Collaboration, The Salvation Army, Story County Veterans Affairs, Youth and Shelter Services (YSS), as well as various area churches and food pantries;

WHEREAS, the focus of National Hunger and Homelessness Awareness Week 2024 continues to be "Volunteer. Donate. Educate"; and,

WHEREAS, the intent of National Hunger and Homelessness Awareness Week is consistent with the commitment and dedication of the members of the Two Rivers Committee, and the Homelessness Prevention Team to educate the community and to provide the needed services and support to citizens who suffer from Hunger and/or Homelessness circumstances.

NOW, THEREFORE, BE IT RESOLVED THAT, We, the Story County Board of Supervisors, do hereby proclaim November 17-23, 2024 as Hunger and Homelessness Awareness Week in Story County. We recognize that hunger and homelessness continue to be a serious problem for many individuals and families here and encourage all citizens to recognize that many people do not have housing and need support from citizens and private/public nonprofit service entities.

 _____ 11-19-24
SIGNATURE DATE

 _____ 11-19-24
SIGNATURE DATE

SIGNATURE 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: 02-30-400-320
PROJECT No: BROS-C085(162)-5F-85
ROAD No: (150th ST.)

THIS AGREEMENT made and entered into this 6 day of November, A.D. 2024 by and between

BRENT AND JODY LARSON

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

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

NONE

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

See attached graphical representation

1.b SELLER GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page 3 & 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 premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

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

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

	Payment Amount	Agreed Performance
\$	<u>1,343.70</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>1,343.70</u>	TOTAL LUMP SUM

BREAKDOWN:	ac.=acres	sq.ft.=square feet		
Land by Fee Title		ac./sq.ft.	\$	Buildings & Improvements \$
Underlying Fee Title		ac./sq.ft.	\$	Fence <u> </u> rods woven \$
Permanent Easement		ac./sq.ft.	\$	Fence <u> </u> rods barb \$
Temporary Easement	<u>0.30</u>	ac./sq.ft.	\$ <u>1,343.70</u>	
Damages for:				\$

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

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

X Brent A
X Jody L. Larson

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that , to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 6th day of November, 2024, before me, the undersigned, personally appeared Brent and Jody Larson

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



Tyler Sparks
Notary Public in and for the State of IOWA

BUYER'S APPROVAL

Darren Moon 11-6-24

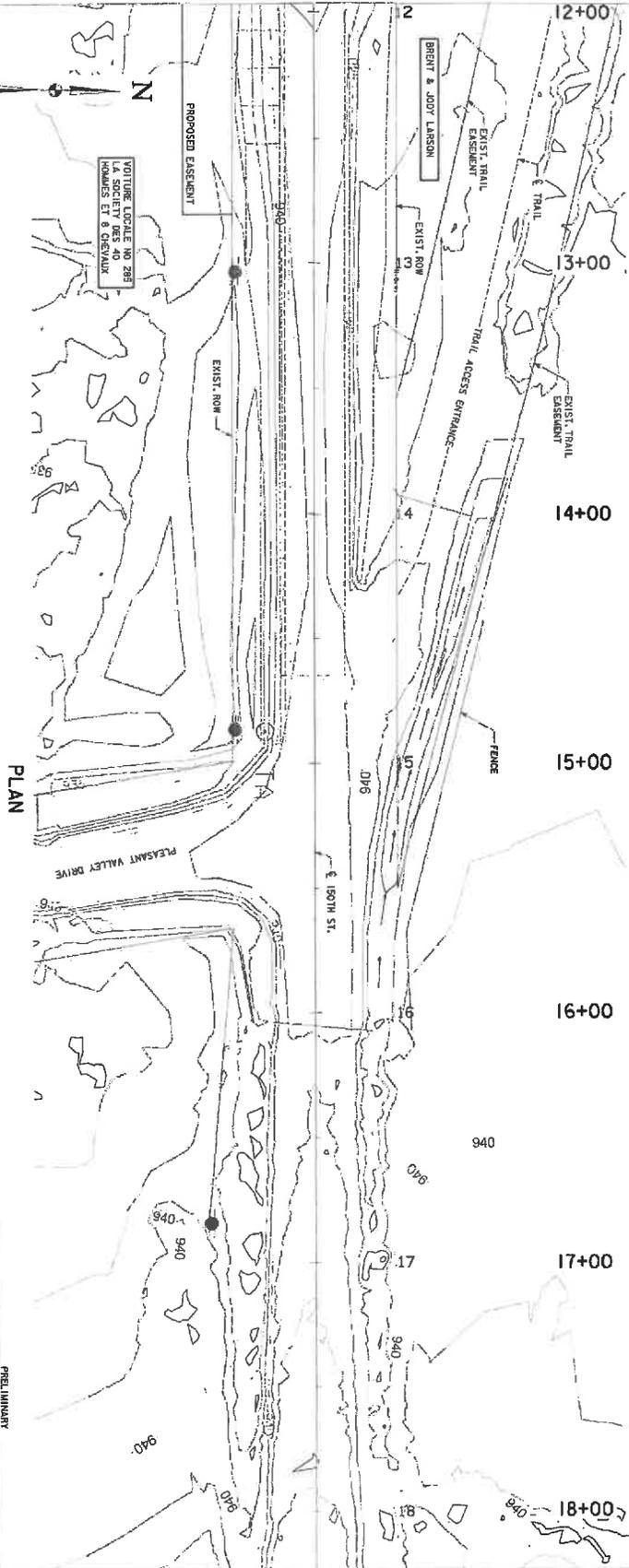
Recommended by: Darren Moon P.E., Story County Engineer (Date)

Dwight Hedden 11-19-24

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

910	
960	PROPOSED GRADE
950	LOW POINT PROPOSED GRADE ELEV. 941.34
940	EXIST. GRADE
930	EXIST. GRADE
920	LOW POINT EXISTING GRADE ELEV. 941.11
910	

LONGITUDINAL SECTION ALONG C



0 ENGLISH
SCALE IN FEET
40



DESIGN FOR TP300P SIGN (R.1)

PRELIMINARY

159'-8" x 24'-6" PRESTRESSED
PRETENSIONED CONC. BEAM BRIDGE
SI-7 END SPAN
SI-6 INTERIOR SPAN
SITUATION PLAN
FEBRUARY, 2021

STORY COUNTY

DESIGN NUMBER: BR03-SMP-0085(01)-FE-86

SHEET NUMBER: 1

PROJECT NUMBER: BR03-SMP-0085(01)-FE-86

STORY COUNTY

DESIGN TEAM: JAO/BAB/MOB

DATE: 2/26/2021 10:43:01 AM

FILE NO.: 13-DEPT\68\773-150th over Skunk Bridge Replace\DRAWINGS\WORKING\STR-3-31-110-027-11x17.pdf.plt

VOITURE LOCULE NO 288
SIT 700
HOMERS ST & OSWEGO

PLEASANT VALLEY DRIVE

180TH ST.

17

18+00

940

940

940

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

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NONE

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

See attached graphical representation

1.b SELLER GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page 3 & 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 premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

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

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

	Payment Amount	Agreed Performance
\$	<u>1,343.70</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>1,343.70</u>	TOTAL LUMP SUM

BREAKDOWN:		ac.=acres	sq.ft.=square feet		
Land by Fee Title			ac./sq.ft.	\$	Buildings & Improvements \$
Underlying Fee Title			ac./sq.ft.	\$	Fence _____ rods woven \$
Permanent Easement			ac./sq.ft.	\$	Fence _____ rods barb \$
Temporary Easement	<u>0.30</u>		ac./sq.ft.	\$ <u>1,343.70</u>	
Damages for:					\$

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

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

X Brent
X Jody L. Larson

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that , to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 6th day of November, 2024, before me, the undersigned, personally appeared Brent and Jody Larson

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



Tyler Sparks
Notary Public in and for the State of IOWA

BUYER'S APPROVAL

Darren Moon 11-6-24
Recommended by: Darren Moon P.E., Story County Engineer (Date)

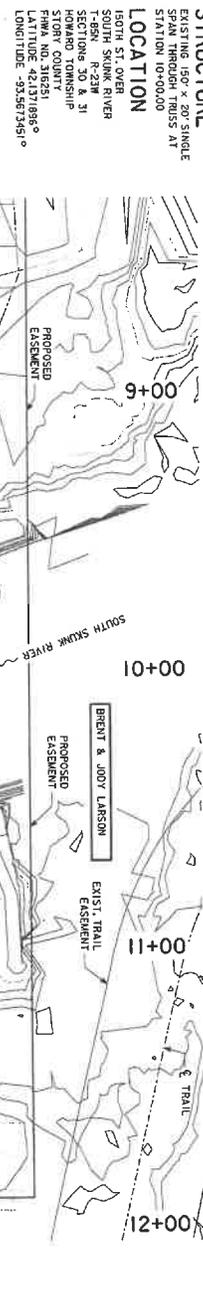
Shirley K. Hedderley 11-19-24
Approved by: Chairperson, Story County Board of Supervisors (Date)

BENCH MARK NO. 2499 SPK IN POWER POLE STA. 14+86.97, 31.56 FT., EL. 939.11

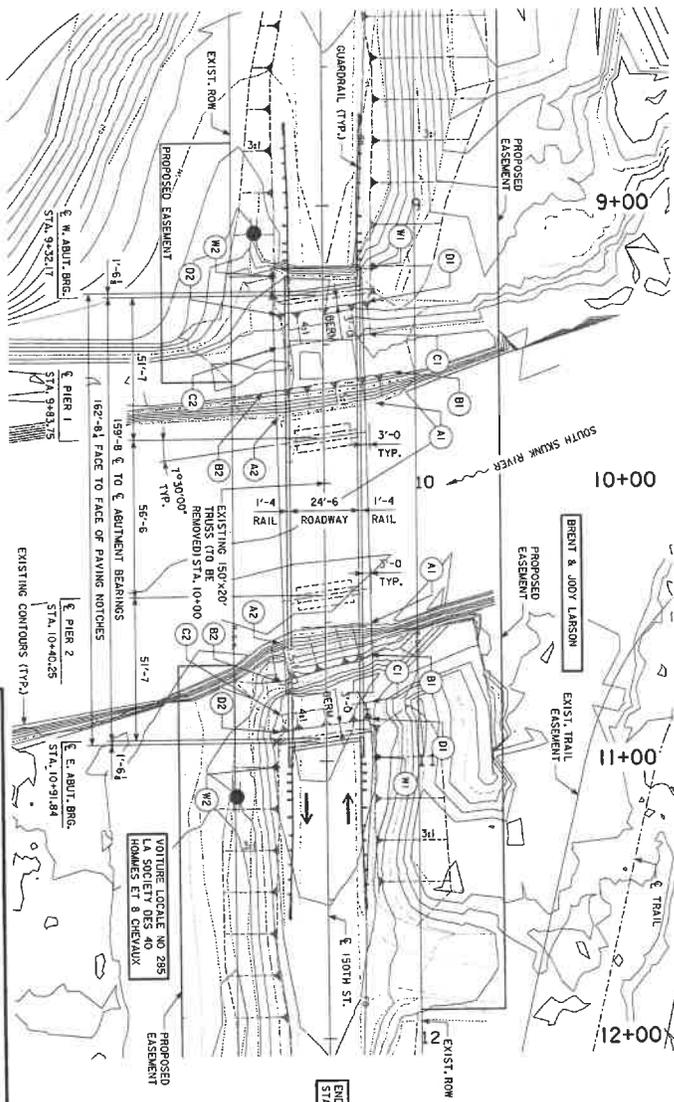
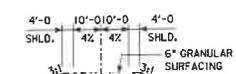
NOTES:
 TOP OF BRIDGE DECK GROWN IS 0.03' BELOW PROFILE GRADE.
 PIER TYPE - T-PIERS, COB WIDTH ASSUMED BEAM TYPE - A BEAMS.
 T1-4 OPEN RAILING PROPOSED CLASS E REINVENTION STONE IS EMBEDDED BELOW THE FINISHED SURFACE.
 AN IOWA DNR FLOOD PLAIN CONSTRUCTION PERMIT IS REQUIRED.

STATION	DESCRIPTION	ELEVATION
970	W. ABUT. BRG.	ELEV. 948.53
960	PIER 1	ELEV. 948.13
950	TOP OF BEAM	ELEV. 949.06
940	PIER 2	ELEV. 947.44
930	E. ABUT. BRG.	ELEV. 948.58
920	CLASS E REINVENTION STONE	ELEV. 947.37
910	GROUND	ELEV. 947.37

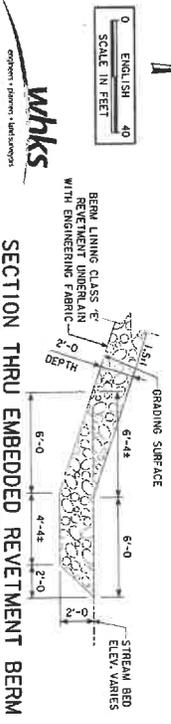
LONGITUDINAL SECTION ALONG C/B BRIDGE



TYPICAL SECTION



SITUATION PLAN



SECTION THRU EMBEDDED REINVENT BERM

HYDRAULIC DESIGN

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Ronald Billard
 Signature: *Ronald J. Birkland*
 Date: 3-1-21

Printed or typed name: *Ronald J. Birkland*
 By license renewal date is December 31, 2022.
 Sheets 1-2

BERM SLOPE LOCATION TABLE

POINTS	WEST ABUTMENT	ELEV.	SITUATION	EAST ABUTMENT	ELEV.
A1	9+17.18	15.14' FT.	928.37	10+50.37	16.58' FT.
A2	9+16.50	16.58' FT.	928.36	10+52.74	16.58' FT.
B1	9+40.36	22.02' FT.	936.00	10+11.24	16.58' FT.
C1	9+46.63	16.58' FT.	937.00	10+18.84	16.58' FT.
C2	9+45.09	16.58' FT.	937.00	10+18.84	16.58' FT.
D1	9+34.60	16.58' FT.	943.01	10+49.51	16.58' FT.
D2	9+38.89	16.58' FT.	943.01	10+49.51	16.58' FT.
W1	9+22.07	16.58' FT.	947.83	10+58.77	16.58' FT.
W2	9+25.23	16.58' FT.	947.82	11+01.59	16.58' FT.

PRELIMINARY

DESIGN FOR 7'30"00" SKEW (R.A.)
 159'-8 X 24'-6 PRESTRESSED
 PRETENSIONED CONC. BEAM BRIDGE
 56'-6 INTERIOR SPAN
 S1'-7 END SPANS
 SITUATION PLAN
 FEBRUARY 2021
 STORY COUNTY
 IOWA DEPARTMENT OF TRANSPORTATION - HIGHWAY DIVISION
 DESIGN SHEET NO. 1 OF 2 FILE NO. SHEET NUMBER 1

HYDRAULIC DATA

DRAINAGE AREA: 10.21-22.4 SQ. MI.
 0.24 CFS PER AC. (1.0 CFS PER AC.)
 AVE. LOW WATER STAGE = 930.1
 AVE. LOW WATER STAGE = 930.1

OSD = 8,490 CFS
 STAGE = 941.10 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.10

CONVERTOR = 8,540 CFS
 STAGE = 941.10 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.10

OSD = 10,000 CFS
 STAGE = 941.98 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 11,600 CFS
 STAGE = 942.66 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 13,500 CFS
 STAGE = 943.57 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 15,600 CFS
 STAGE = 944.71 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 17,900 CFS
 STAGE = 946.08 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 20,400 CFS
 STAGE = 947.68 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 23,100 CFS
 STAGE = 949.51 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 26,000 CFS
 STAGE = 951.57 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 29,200 CFS
 STAGE = 953.95 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 32,700 CFS
 STAGE = 956.64 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 36,500 CFS
 STAGE = 959.64 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 40,600 CFS
 STAGE = 962.95 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 45,000 CFS
 STAGE = 966.57 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 49,700 CFS
 STAGE = 970.50 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 54,700 CFS
 STAGE = 974.74 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 60,000 CFS
 STAGE = 979.29 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 65,600 CFS
 STAGE = 984.14 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 71,500 CFS
 STAGE = 989.29 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 77,700 CFS
 STAGE = 994.74 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 84,200 CFS
 STAGE = 1000.49 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 91,000 CFS
 STAGE = 1006.54 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 98,100 CFS
 STAGE = 1012.88 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 105,500 CFS
 STAGE = 1019.51 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 113,200 CFS
 STAGE = 1026.43 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 121,200 CFS
 STAGE = 1033.64 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 129,500 CFS
 STAGE = 1041.14 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 138,100 CFS
 STAGE = 1048.93 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 147,000 CFS
 STAGE = 1057.00 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 156,200 CFS
 STAGE = 1065.34 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 165,700 CFS
 STAGE = 1073.95 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 175,500 CFS
 STAGE = 1082.83 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 185,600 CFS
 STAGE = 1091.97 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 196,000 CFS
 STAGE = 1101.37 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 206,700 CFS
 STAGE = 1111.02 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 217,700 CFS
 STAGE = 1120.92 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 229,000 CFS
 STAGE = 1131.06 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 240,600 CFS
 STAGE = 1141.44 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 252,500 CFS
 STAGE = 1152.06 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 264,700 CFS
 STAGE = 1162.91 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 277,200 CFS
 STAGE = 1173.99 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 290,000 CFS
 STAGE = 1185.30 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 303,000 CFS
 STAGE = 1196.83 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 316,300 CFS
 STAGE = 1208.58 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 330,000 CFS
 STAGE = 1220.54 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 344,000 CFS
 STAGE = 1232.71 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 358,300 CFS
 STAGE = 1245.08 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 373,000 CFS
 STAGE = 1257.64 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 388,000 CFS
 STAGE = 1270.39 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 403,300 CFS
 STAGE = 1283.32 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 418,900 CFS
 STAGE = 1296.43 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 434,800 CFS
 STAGE = 1309.72 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 451,000 CFS
 STAGE = 1323.19 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 467,500 CFS
 STAGE = 1336.83 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 484,300 CFS
 STAGE = 1350.64 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 501,400 CFS
 STAGE = 1364.61 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 518,800 CFS
 STAGE = 1378.74 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 536,500 CFS
 STAGE = 1393.02 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 554,600 CFS
 STAGE = 1407.45 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 573,000 CFS
 STAGE = 1422.02 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 591,700 CFS
 STAGE = 1436.73 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 610,800 CFS
 STAGE = 1451.58 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 630,300 CFS
 STAGE = 1466.57 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 650,200 CFS
 STAGE = 1481.69 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 670,500 CFS
 STAGE = 1496.94 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 691,200 CFS
 STAGE = 1512.32 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 712,300 CFS
 STAGE = 1527.83 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 733,800 CFS
 STAGE = 1543.46 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 755,700 CFS
 STAGE = 1559.21 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 778,000 CFS
 STAGE = 1575.08 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 800,700 CFS
 STAGE = 1591.06 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 823,800 CFS
 STAGE = 1607.16 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 847,300 CFS
 STAGE = 1623.37 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 871,200 CFS
 STAGE = 1639.69 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 895,500 CFS
 STAGE = 1656.12 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 920,200 CFS
 STAGE = 1672.66 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 945,300 CFS
 STAGE = 1689.31 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 970,800 CFS
 STAGE = 1706.06 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 996,700 CFS
 STAGE = 1722.91 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1023,000 CFS
 STAGE = 1739.86 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1049,700 CFS
 STAGE = 1756.91 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1076,800 CFS
 STAGE = 1774.06 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1104,300 CFS
 STAGE = 1791.31 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1132,200 CFS
 STAGE = 1808.66 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1160,500 CFS
 STAGE = 1826.11 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1189,200 CFS
 STAGE = 1843.66 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1218,300 CFS
 STAGE = 1861.31 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1247,800 CFS
 STAGE = 1879.06 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1277,700 CFS
 STAGE = 1896.91 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1308,000 CFS
 STAGE = 1914.86 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1338,700 CFS
 STAGE = 1932.91 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1369,800 CFS
 STAGE = 1951.06 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1401,300 CFS
 STAGE = 1969.31 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1433,200 CFS
 STAGE = 1987.66 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1465,500 CFS
 STAGE = 2006.11 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1498,200 CFS
 STAGE = 2024.66 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1531,300 CFS
 STAGE = 2043.31 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1564,800 CFS
 STAGE = 2062.06 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1598,700 CFS
 STAGE = 2080.91 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1633,000 CFS
 STAGE = 2099.86 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1667,700 CFS
 STAGE = 2118.91 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1702,800 CFS
 STAGE = 2138.06 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1738,300 CFS
 STAGE = 2157.31 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1774,200 CFS
 STAGE = 2176.66 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1810,500 CFS
 STAGE = 2196.11 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1847,200 CFS
 STAGE = 2215.66 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1884,300 CFS
 STAGE = 2235.31 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1921,800 CFS
 STAGE = 2255.06 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1960,700 CFS
 STAGE = 2274.91 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 1999,900 CFS
 STAGE = 2294.86 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2040,400 CFS
 STAGE = 2314.91 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2081,200 CFS
 STAGE = 2335.06 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2122,300 CFS
 STAGE = 2355.31 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2163,700 CFS
 STAGE = 2375.66 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2205,400 CFS
 STAGE = 2396.11 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2247,400 CFS
 STAGE = 2416.66 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2289,700 CFS
 STAGE = 2437.31 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2332,300 CFS
 STAGE = 2458.06 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2375,200 CFS
 STAGE = 2478.91 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2418,300 CFS
 STAGE = 2499.86 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2461,600 CFS
 STAGE = 2520.91 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2505,100 CFS
 STAGE = 2542.06 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2548,800 CFS
 STAGE = 2563.31 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2592,700 CFS
 STAGE = 2584.66 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2636,800 CFS
 STAGE = 2606.11 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2681,100 CFS
 STAGE = 2627.66 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2725,600 CFS
 STAGE = 2649.31 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2770,300 CFS
 STAGE = 2671.06 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2815,200 CFS
 STAGE = 2692.91 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2860,300 CFS
 STAGE = 2714.86 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2905,600 CFS
 STAGE = 2736.91 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2951,100 CFS
 STAGE = 2759.06 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 2996,800 CFS
 STAGE = 2781.31 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 3042,700 CFS
 STAGE = 2803.66 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 3088,800 CFS
 STAGE = 2826.11 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 3135,100 CFS
 STAGE = 2848.66 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 3181,600 CFS
 STAGE = 2871.31 FT.
 BACKWATER VELOCITY = 6.8 FT./S
 SCOUR ELEVATION = 923.84

OSD = 3



Remittance
 Tyler Technologies, Inc
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
025	203296	10/25/2024	1 of 1

Empowering people who serve the public

Questions
 Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



To: STORY COUNTY
 ATTN: DIRECTOR INFORMATION TECHNOLOGY
 900 6TH ST
 NEVADA, IA 50201-2004
 United States

Ship To: STORY COUNTY
 ATTN: DIRECTOR INFORMATION
 TECHNOLOGY
 900 6TH ST
 NEVADA, IA 50201-2004
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 44700		Net 30	USD	ELEC	

No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Story County IA				
1 Renewal: Subscription Fees - TCM Cycle Start: 02/01/2025, End: 01/31/2026; Term: 12 months	1	EA	26,664.61	26,664.61

APPROVED

DENIED

Board Member Initials: AKH

Meeting Date: 11-19-24

Follow-up action: _____

Does not include any applicable taxes

Order Total **26,664.61**

Comments: Upon acceptance please email your purchase order to PO@tylertech.com

STORY COUNTY, IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS 25-44
 Assessed/Taxable Values of Utility Companies for 2024
 Payable in 2025-2026 Fiscal Year

WHEREAS, the Story County Auditor has received from the Iowa Department of Revenue the certified assessed values for gas and electric utilities, railroads, and pipelines for the 2024 Assessment Year;

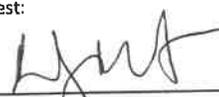
NOW, THEREFORE, BE IT RESOLVED by the Story County Board of Supervisors that the certified values listed below be spread upon the books in the same manner as other valuations fixed by the Department of Revenue upon property assessed under the department's jurisdiction:

Utility	Type/Miles	Rate	Assessed Value	Taxable Value
Railroads				
Union Pacific Corporation	68.75	1,362,620.6864	93,680,172	84,248,304
Pipelines				
Magellan Pipeline Co, LP	Pipeline		4,760,518	4,760,518
Northern Natural Gas Co	Pipeline		5,589,820	5,589,820
Koch Pipelines	Pipeline		1,004,200	1,004,200
Dakota Access LLC	Pipeline		65,488,385	65,488,385
Sub-Total			170,523,095	161,091,227
Gas & Electric				
Ames Municipal Electric	Transmission		13,966	16,879
Basin Electric Power Coop	Gas		0	419
Black Hills Energy Group	Gas		746,166	108,858
Central Iowa Power Coop	Transmission		6,729,623	2,477,275
Consumers Energy	Distribution		17,450,241	1,637,148
Corn Belt Power Co	Transmission		487,316	135,498
Corn Belt Power Co	Gas		0	1,834
Interstate Power & Light Co	Elec/Prod/Trans		72,943,670	10,106,609
Interstate Power & Light Co	Gas		73,980,157	17,660,426
ITC Midwest LLC	Transmission		76,669,649	4,883,752
Mid-American Energy	Transmission		6,251,945	1,836,437
Midland Power Coop	Distribution		6,385,684	674,659
State Center Municipal Utility	Transmission		42,237	20,176
Story City Electric Utility	Transmission		377,551	143,769
Sub-Total			262,078,205	39,703,739
Total of Certified Utilities			432,601,300	200,794,966

DATED THIS 19th DAY OF NOVEMBER, 2024


 Chairperson, Board of Supervisors

Attest:



 County Auditor

ROLL CALL	Latifah Faisal	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
FOR ALLOWANCE	Lisa Heddens	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	Linda Murken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE
OF THE BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON

Above tabulation made by EA

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

This agreement ("Agreement") is made and entered into on the Effective Date by and between the Iowa Department of Revenue ("IDR"), and Story County Sheriff ("Department"). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 **IDR.** IDR is an agency of the State of Iowa is authorized, pursuant to Iowa Code chapter 453A and a memorandum of understanding with the Iowa Department of Health and Human Services, to provide enforcement for Iowa's tobacco, alternative nicotine, and vapor product laws. IDR's address for the purposes of this Agreement 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: 1315 South B Avenue, Nevada, IA 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 section 453A.2. The legal authority for this agreement is Iowa Code chapter 28E, Iowa Code section 453A.2, and MOU-2025-ABD01 Memorandum of Understanding between the Iowa Department of Health and Human Services Division of Tobacco Use and Prevention and Control and Iowa Department of Revenue.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2025, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code section 28E.8, IDR 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.**

5.1.2.1 "Compliance checks" means activity to enforce tobacco, alternative nicotine, and vapor product laws in accordance with Iowa Code section 453A.2 within the jurisdiction of the Department. Compliance checks also may include enforcement of Iowa Code section 453A.2 within additional jurisdictions upon agreement of the Parties. IDR 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://govconnect.iowa.gov/TAP/LawEnforcement/>.

5.1.2.2 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 section 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.

5.1.2.3 **The Department shall not begin to conduct any retailer compliance checks until October 1, 2024.**

5.1.2.4 The compliance check shall be completed and submitted for reimbursement to IDR by **February 15, 2025**. 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 2024 business year, but not before October 1, 2024. If the Department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2024 business year, the Department shall work with IDR to establish a plan for completing these compliance checks.

5.1.2.5 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, 2025**.

5.1.2.6 Clerks that fail compliance checks shall be ticketed criminally.

5.1.2.7 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.

5.1.2.8 If the Department fails to complete and submit reimbursement for compliance checks to IDR by **February 15, 2025**, IDR 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 IDR may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

5.1.3 **Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers is strongly encouraged, where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with Section 6. Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) ***will not allow underage purchasers under the age of sixteen*** to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

- 5.1.4 **Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage 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 underage persons. 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 IDR in the manner prescribed by IDR.
- 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 IDR.**
 - 5.2.1 **Enforcement Guidance.** IDR 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.
 - 5.2.2 **Payment.** IDR shall pay the Department in the manner described in Section 6 of this Agreement.
 - 5.2.3 **Cooperation.** If IDR believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, IDR 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. IDR shall have no authority to discipline or reassign an officer, except that IDR shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.
 - 5.2.4 **Insurance, Benefits, and Compensation.** IDR 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. IDR 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 underage purchasers 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, 2024 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 underage purchasers. 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.
- 6.4 **Payment in Arrears.** IDR shall verify the Department's performance and compliance with this Agreement before making payment. IDR shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514. IDR may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Unless otherwise agreed in writing by the Parties, the Department shall not be entitled to receive any other payment or compensation from IDR or the State of Iowa for any Compliance Checks not compliant with this Agreement. The Department shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Agreement.

SECTION 7. ADMINISTRATION OF AGREEMENT. IDR 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. IDR 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 Agreement to the contrary, and subject to the limitations set forth below, IDR shall have the right to terminate this Agreement 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 IDR to appropriate funds sufficient to allow IDR to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;
 - 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 IDR to make any payment hereunder are insufficient or unavailable for any other reason as determined by IDR in its sole discretion;
 - 10.2.3 If IDR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;
 - 10.2.4 If IDR's duties, programs or responsibilities are modified or materially altered;
 - 10.2.5 If there is a decision of any court, administrative law judge, or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects IDR's ability to fulfill any of its obligations under this Agreement. IDR shall provide the Department with written notice of termination pursuant to this section.
- 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.

SECTION 11. 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 12. CONTRACT ADMINISTRATION.

- 12.1 **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.
- 12.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit IDR and the Department.

- 12.3 **Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Agreement shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IDR or the State of Iowa.
- 12.4 **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.
- 12.5 **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.
- 12.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 12.7 **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.
- 12.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between IDR and the Department for the services provided in connection with the Agreement.
- 12.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of IDR 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, the right to require performance with respect thereto, or to claim a breach with respect thereto.
- 12.10 **Notices.** Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person listed below at the address specified. From time to time, the Parties may change the name and address of an individual designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein. Such change shall not require an amendment to this Agreement. Each such notice shall be deemed to have been provided:
 - 12.10.1 At the time it is actually received; or,
 - 12.10.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
 - 12.10.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

Party: IDR
 Name: Jessica Ekman
 Title: I-PLEDGE Tobacco Program Coordinator
 Address: 1918 SE Hulsizer Road

City, State Zip Code Ankeny, Iowa 50021
Phone Number: (515) 281-7434
E-mail Address jessica.ekman@iowa.gov

Party: The Department
Name: Paul Fitzgerald
Title: Sheriff
Address: 1315 South B Avenue
City, State Zip Code Nevada, Iowa 50201
Phone Number: 515-382-7458
E-mail Address pfitzgerald@storycountyiowa.gov

- 12.11 **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.
- 12.12 **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.
- 12.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 12.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:
12.14.1 It has the right, power, and authority to enter into and perform its obligations under the Agreement.
12.14.2 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.
- 12.15 **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.
- 12.16 **Record Retention and Access.** The Department shall maintain accurate, current, and complete records of the financial activity of this Agreement which sufficiently and properly document and calculate all charges billed to IDR throughout the term of this Agreement and for a period of at least three years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. The Department shall permit IDR, the Auditor of the State, or any other 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, electronically or optically stored and created records, or other records of the Department relating to invoices or payments or any other documentation or materials pertaining to this

Agreement, wherever such records may be located. The Department shall not impose a charge for audit or examination of the Department's books and records. Based on the audit findings, IDR reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures.

- 12.17 **Additional Provisions.** The parties agree that any Addendum, Rider, or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.
- 12.18 **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 13. 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.

Iowa Department of Revenue	
Signature	Date
Name:	
Title:	

Story County Sheriff - BOS	
Signature	Date 11-19-24
Name: Lisa Heddens	
Title: Chair	

CLIA LABORATORY USER FEES

CLIA ID Number 16D2006973	Fees for Certificate of WAIVER	Certificate Period 03/29/2025 - 03/28/2027
Payment Due Date 11/15/2024	Total Payment Due \$248.00	

CURRENT CHARGES

Bill Date	Description	APPROVED	DENIED	Amount
10/01/2024	CERTIFICATE FEE	<u>APPROVED</u>		\$248.00
		Board Member Initials: <u>SKH</u>		
		Meeting Date: <u>11-19-24</u>		
		Follow-up action: _____		

Our records indicate your laboratory requested a Certificate under the provisions of the Clinical Laboratory Improvement Amendments (CLIA) Program. The CLIA law promotes the quality and reliability of laboratory tests performed throughout the nation. The law requires CMS to assess fees to cover all costs of administering the program, including registering laboratories, issuing certificates and conducting onsite surveys, as applicable.

16D2006973 STORY COUNTY JAIL 1315 SOUTH B AVENUE NEVADA, IA 50201	Any required changes to your certificate, must be mailed to the state agency listed below. For more information about CLIA, visit the CMS website at CMS.gov/CLIA or contact the state agency with any questions.
--	---

State Agency Name and Phone Number to report changes
STATE HYGIENIC LABORATORY CLIA LABORATORY PROGRAM
UNIV OF IOWA RESEARCH PARK
2490 CROSSPARK ROAD
CORALVILLE, IA 52241
(319) 335-4500

DO NOT SEND PAYMENT TO THE STATE AGENCY

Note: All fees must be paid in full prior to any CLIA inspection or issuance of any CLIA certificate. Advance billing allows time to schedule and perform an inspection, if applicable, and allows time to issue the appropriate certificate. When renewing a certificate, if full payment is not received prior to the begin date of the above certificate period, your current certificate will expire and you may not legally perform testing after this date. Paid Certificates are mailed 30 days prior to the effective date.

Form CMS-35 (03/23) ----- TEAR HERE -----

CLIA Fee Coupon

Payment Due Date: 11/15/2024 Total Payment Due: \$248.00

Make check payable to: CLIA Laboratory Program

Do not send name or address changes with your remittance

16D2006973
STORY COUNTY JAIL
1315 SOUTH B AVENUE
NEVADA, IA 50201

Mail check to:
CLIA LABORATORY PROGRAM
P.O. BOX 3056
PORTLAND, OR 97208-3056

200697300000000000002410010000248000000000000000248007

**PLEASE READ THESE IMPORTANT
INSTRUCTIONS FOR PAYMENT**

- Make your check payable to: CLIA Laboratory Program (Failure to make check out properly could result in the expiration of your Certificate)
- Write your CLIA Identification Number on your check and include it on your check stub
- Do not include more than 10 CLIA fee coupon payments with each check
- Do not send name or address changes with your remittance
- For payment purposes our tax identification number is 52-0883104

DO NOT MAIL THE FEE COUPON AND YOUR CHECK TO THE STATE AGENCY.

For your convenience, you may also pay on-line at Pay.gov using the following URL:

[Pay.gov/public/form/start/55598674](https://pay.gov/public/form/start/55598674)

IF YOU HAVE ALREADY MAILED YOUR PAYMENT, PLEASE DISREGARD THIS NOTICE.

Form CMS-35 (03/23)

----- TEAR HERE -----

**CLIA LABORATORY PROGRAM
P.O. BOX 3056
PORTLAND, OR 97208-3056**

STATE HYGIENIC LABORATORY CLIA
LABORATORY PROGRAM
UNIV OF IOWA RESEARCH PARK
2490 CROSSPARK ROAD
CORALVILLE, IA 52241

STORY COUNTY JAIL
1315 SOUTH B AVENUE
NEVADA, IA 50201

Test Licensing Agreement

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. (Licensor) By accepting the Ergometrics test materials for use, you are agreeing to the terms of this agreement and that you have authority to enter into such an agreement on behalf of the Agency.

Licensee

Lisa Heddens 11-19-24
Principal Signer Date

Lisa K Heddens
Signature

Story County Board of Supervisors, Chair
Title

Story County Sheriff's Office
Agency Name

1315 S B Avenue
Physical Address

Nevada Iowa 50201
City State Zip

(515)382-7458 ctoresdahl@storycountyiowa.gov
Telephone Email

Authorized Contacts

Please list, in addition to the Principal Signer, anyone who is authorized to receive materials, scores or discuss scores with Ergometrics. Licensee is responsible for updating Ergometrics of any changes to Authorized Contacts.

Micah Andersen
Authorized Contact

Assistant Jail Administrator
Title

(515)382-7532
Telephone

mandersen@storycountyiowa.gov
Email

Constance Toresdahl
Authorized Contact

Administration Commander
Title

(515)382-7458
Telephone

ctoresdahl@storycountyiowa.gov
Email



Return to:
Ergometrics &
Applied Personnel Research, Inc.
2122 164th St SW Suite 300
Lynnwood, WA 98087
FAX: 425-977-0566
Or email
clientservices@ergometrics.org

*Failure to return the signed licensing agreement,
will delay the processing of your order.*

For Office use only:

Product: _____

License Type: _____

Highrise: _____

Exam HQ: _____

Notes: _____

Per Applicant Test Licensing Agreement

1. Scope of Agreement

Ergometrics & Applied Personnel Research, Inc. ("Licensor") grants to the Licensee the right to use the Licensor's tests, outlined in Attachment A to this Agreement, incorporated herein by reference, and all associated materials (collectively, the "Test"), for the sole purpose of pre-employment and promotional testing. The Test may not be used for training purposes under any circumstances. The Licensee may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from the Licensor. The Test meets and/or exceeds all Equal Employment Opportunity Commission guidelines and professional standards. This agreement does not include local validation for the Licensee. The Licensor will provide national validation reports upon request. In the event of challenge, the Licensor will provide expert testimony at its regular consulting rates. The Licensor assumes no liability for the use or misapplication of this product.

2. Copyright

The Test is owned by the Licensor and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from the Licensor and may only be used for the purposes described in this Agreement or as otherwise approved by the Licensor.

3. Implementation

The Licensor will provide the Licensee general written or telephone instructions on the administration and use of the Test. The Licensor warrants that the video, audio, and printed materials are free from defects in material and workmanship. Licensor will assist Licensee with interpretation of score results and scoring methodology. The licensee was offered a transportability analysis as part of the implementation process. If the licensee chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

4. Test Security

Licensee will maintain strict security of the Test in accordance with accepted security practices and those incorporated herein. Licensee shall be fully responsible for the secure storage and use of the Test and will establish and maintain strict test security procedures, including precautions preventing materials from being stolen, copied, or otherwise compromised.

- a. The Test must not be left unattended at any time, and when not in use, the Test must be kept in a secured and locked location. Trash containing confidential material will be disposed of securely.
- b. All persons having access to the Test must sign the Individual Statement of Understanding, found in the Administration Packet, and all signed copies kept on file with the Licensee for one year from the date of signature.
- c. Certification of Compliance with Confidentiality and Copyright, found in the Administration Packet, must be collected from each applicant before testing sessions begin, and all signed copies kept on file with the Licensee for one year from the date of signature.
- d. The Test maintained in electronic format must be kept on a non-networked, standalone computer.
- e. Cell phones and electronic devices are not allowed in the test administrations.
- f. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room. In the event of loss or theft of the Test, or cheating, Licensor must be notified immediately.
- g. Any testing materials shipped must use a form of registered

service with tracking number and signature for delivery.

h. Test content is confidential and copyrighted. Any conversations about Test content must only be conducted formally in conjunction with the Licensor.

5. Subcontracting the Test

The Test is licensed for use only by the Licensee. The Licensee must contact the Licensor to obtain permission if the Licensee wishes to subcontract test administration or other services that involve the outside handling of the Test. The Licensee will remain fully responsible for the security of materials that are handled in this manner.

6. Termination

This Agreement may be terminated in whole in the event that the Licensee or Licensor breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Licensor will be entitled to payment, determined on a pro rata basis for services performed or rendered, and all Test materials must be returned immediately to the Licensor once the Agreement has been terminated.

7. Events Upon License Expiration or Termination

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of the Agreement. Late or lost Test materials will be subject to additional fees. Attachment A to this Agreement sets out additional provisions in respect of the parties' obligations upon termination.

8. Pricing

Pricing for this Agreement is specified in Attachment A, incorporated herein by reference.

9. No Waiver

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

10. Entirety of Agreement

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties. Any previous Test Licensing agreements between Licensee and Licensor are null and void, replaced by this one.

11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Governing Law

This Agreement is governed by the laws of the State of Washington.



Ergometrics &
Applied Personnel Research, Inc

Story County Sheriff's Department
Licensing Agreement
Attachment A

Pricing

Per Applicant License:

REACT Testing One Time Setup Fee

20 Applicants @ \$30 each

\$600

(\$150 minimum order)

**cost may vary based on actual number tested*

Scoring will include standard and diagnostic scoring. Licensee will be responsible for all associated freight expenses. Minimum charges will be applied to each batch of answer sheets submitted.

Term of Agreement

The service agreement will begin and end on the following dates:

Start Date	End Date
11/23/24	12/07/24

All testing materials must be returned by the due date listed above. Materials **MUST** be returned using some form of registered, secure service that has a tracking number and requires a signature for delivery. Materials not returned by the specified due date will be subject to a \$25 late fee for every 15 days overdue. Any lost test materials must have the incident documented on company letterhead and will be subject to lost fees.



Leading the Data Center Revolution™

IP Pathways
3600 109th St.
Urbandale, IA 50322
(515) 422-9300

Bill To:
Story County Attn: IT Web 900 6th Street Nevada, IA 50201 United States

Date	Invoice
11/08/2024	49941
Account	
Story County	

Terms	Due Date	PO Number	Reference
Net 30 days	12/08/2024		Order #8724 - Quote: 20987

Products	Quantity	Price	Amount
Billable Products			
CON-SNTP-WSC388FL: WS-C3850-48F-L	5.00	\$2,040.86	\$10,204.30
C9200L-DNA-E-48-1R: C9200L-DNA-E-48=	7.00	\$468.87	\$3,282.09
CON-ECMU-ACPL50: AC-PLS-P-50-S	1.00	\$135.00	\$135.00
CON-ECMU-LACPLSPG: L-AC-PLS-P-G	1.00	\$0.00	\$0.00
CON-SNT-C920048P: C9200-48P-A	4.00	\$623.00	\$2,492.00
CON-SNT-C920L48E: C9200L-48T-4G-E	2.00	\$287.00	\$574.00
CON-SNTP-C920048P: C9200-48P-A	2.00	\$997.00	\$1,994.00
CON-SNT-WSC224SL: WS-C2960X-24PS-L	1.00	\$267.00	\$267.00
CON-SNT-WSC248SL: WS-C2960X-48LPS-L	3.00	\$486.40	\$1,459.20
CON-SNT-WSC2964L: WS-C2960+24PC-L	1.00	\$229.84	\$229.84
CON-SNT-WSC2969S: WS-C2960L-16PS-LL	2.00	\$128.47	\$256.94
CON-SNT-WSC296XL: WS-C2960X-48FPD-L	5.00	\$695.36	\$3,476.80
CON-SSSNT-ASA5508K: ASA5508-K9	2.00	\$694.00	\$1,388.00
CON-SSSNT-C9200L4X: C9200L-48P-4X-E	6.00	\$697.00	\$4,182.00
CON-SSSNT-WSC2969S: WS-C2960L-16PS-LL	1.00	\$160.59	\$160.59
CON-SSTCM-C92LE48: C9200L-DNA-E-48	4.00	\$75.00	\$300.00
Total Products:			\$30,401.76

APPROVED DENIED

Board Member Initials: AKH

Meeting Date: 11-19-24

Follow-up action: _____

Please remit payment to: IP Pathways 3600 109th St. Urbandale, IA 50322 Pay by ACH: VisionBank	Invoice Subtotal:	\$30,401.76
	Sales Tax:	\$0.00
	Invoice Total:	\$30,401.76
	Payments:	\$0.00
	Credits:	\$0.00

925 SE Gateway Dr.
Grimes, IA 50111

Routing: 073905187
Account: 41003713
Account Name: IP Pathways LLC

Balance Due:

\$30,401.76

BOARD OF SUPERVISORS RESOLUTION #25-43

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

WHEREAS, the following mobile home was located at 515 W N Ave Lot 1, Nevada, Iowa, also known as Knollridge Mobile Home Park, Story County, Iowa; and,

WHEREAS, said mobile home was demolished and removed by the owner without our knowledge; and,

WHEREAS, said mobile home has delinquent taxes in the amount of \$237.00; and,

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

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

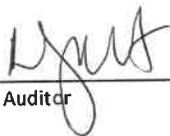
Eric William Johnson

VIN:202105C2600

Title: #85AC25752

APPROVED this 19th, day of November, 2024


Chairperson, Board of Supervisors

Attest: 
County Auditor

ROLL CALL	Latifah Faisal	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
FOR ALLOWANCE	Lisa Heddens	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	Linda Murken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE OF BOARD Yea 3 Nay 0 Absent 0

 Above tabulation made by 
CHAIRPERSON

BOARD OF SUPERVISORS RESOLUTION 25-45

RESOLUTION TO ABATE PROPERTY TAXES ON PARCELS OWNED BY A POLITICAL SUBDIVISION

WHEREAS, the following property is currently owned by the City of Ames, and

WHEREAS, when the City acquired this property there were property taxes then due and payable, and

WHEREAS, the City of Ames has requested that the Story County Board of Supervisors abate any and all currently due and payable property taxes, and

WHEREAS, §445.63 Code of Iowa states that county boards of supervisors shall abate such taxes, and

WHEREAS, the Story County Board of Supervisors has determined that the above taxes should be abated;

NOW THEREFORE BE IT RESOLVED that all currently due and payable taxes on the following described real estate are hereby abated in the amount of \$1,721.72;

0906100205 & 0906100400

THE EAST FRACTIONAL HALF (E FRL 1/2) OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL 1/4) OF SECTION SIX (6), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5TH P.M., STORY COUNTY, IOWA EXCEPT TRACT "B", A PART OF THE NW FRL 1/4 OF SEC. 6-T83N-R24W OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE "ACQUISITION PLAT" FILED IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA, ON SEPTEMBER 19, 1996, AS INST. NO. 96-10066, BOOK 14, PAGE 73, AND EXCEPT PUBLIC ROAD RIGHT OF WAY.

APPROVED THIS 19TH DAY OF NOVEMBER, 2024 AT NEVADA, STORY COUNTY, IOWA.

[Signature]
Chairperson, Board of Supervisors

Attest: *[Signature]*
County Auditor

ROLL CALL FOR ALLOWANCE
Latifah Faisal Yea Nay ___ Absent ___
Lisa Heddens Yea Nay ___ Absent ___
Linda Murken Yea Nay ___ Absent ___

ALLOWED BY VOTE OF BOARD
Yea Nay Absent

[Signature] Above tabulation made by CEK
CHAIRPERSON



2024 WEED COMMISSIONER'S REPORT

For the County of: Story

Submit to County Board of Supervisors by: November 1, 2024
 Return copy to the IDALS office by: December 1, 2024

Weed Commissioner's Contact Information:

Name Ty Hamiel	Year Appointed 2024
Address 837 N Avenue	Telephone 515-382-7367
City, Zip Code Nevada, IA 50201	Alternate Telephone
Email Address thamiel@storycountyiowa.gov	Pesticide Certificate # 41062

Which of the noxious weeds have you found in your county?

- 1 - Found, a problem in my county
 2 - Found, but not a problem

- 3 - Not known in my county
 ? - If you cannot identify this plant

<i>Primary Noxious Weeds</i>	<i>Answer</i>	<i>Secondary Noxious Weeds</i>	<i>Answer</i>
Buckthorn	1	Buckhorn Plantain	2
Bull Thistle	2	Cocklebur	1
Canada Thistle	1	Curly Dock (Sour Dock)	1
Field Bindweed	2	Multiflora Rose	1
Hoary Cress (Perennial Pepper-grass)	2	Poison Hemlock	1
Horse Nettle	2	Puncturevine	2
Leafy Spurge	1	Red Sorrel (Sheep sorrel)	2
Musk Thistle	1	Shattercane	3
Palmer Amaranth	1	Smooth Dock	2
Perennial Sow Thistle	2	Teasel	1
Quackgrass	2	Velvetleaf (Butterprint)	2
Russian Knapweed	3	Wild Carrot	1
		Wild Mustard	2
		Wild Sunflower	2

<i>Invasive Prohibited Plants</i>	Answer		
Garlic Mustard	1		
Japanese Hop	1		
Japanese Knotweed	1		
Oriental Bittersweet	1		
Purple Loosestrife	2		

Please list any other plants which are a problem or a concern in your county:

Phragmites, Yellow Toadflax, Sericea lespedeza, Wild Parsnip, Autumn Olive, Bush Honeysuckle, and Chinese Bushclover

As County Weed Commissioner, do your duties include roadside spraying?

Yes No

Did your county publish a Notice of Program for weed control pursuant to the provisions of Title VIII Chapter 317 Section 317.14?

Yes No

Did your county employ contract spraying during 2024?

Yes No

If yes, what percentage of your total spray program is contracted? 25 %

If possible, please list the contract rates. \$/mile 145

Total contract cost \$ 40,286

In the past year how much did your county spend on purchasing herbicides?

\$ 6,945

How many times during 2024 was it necessary to serve a noxious weed notice?

Private (written) 1 Public (written) (DOT, DNR, CCB) 0

How many times did you contact individuals personally, rather than sending them a weed control notice?

Private (verbal) 5 Public (verbal) (DOT, DNR, CCB) 4

How many times did you actually enter private or public land, control weeds, and assess the cost to the owner?

0

How many months were you employed as weed commissioner in 2024?

8 months

Are your duties as weed commissioner incorporated into another county job?

Yes No If Yes, what? Vegetation Management Biologist

Weed Comm. Duties 15 % IRVM Duties 70 %

Other County Duties 15 %

How does the overall county weed situation compare with last year?

Improved Unchanged Worse

Comments? Continued to add locations for new weed infestations but largely under control.

Would like to see more noxious weed control on gravel roadways in Story County.

Is brush control included in your weed commissioner duties?

Yes No

If yes, what method(s) do you use? *(Circle all that apply):*

Spraying Cutting Stump treatment Basal bark

Other, explain Contract spray 50% annually

What are your suggestions and/or recommendations which may improve your county weed and brush infestations?

We will be starting a new brush program with Secondary Roads department. Largely to include the use of herbicides and hand cutting around homesteads.

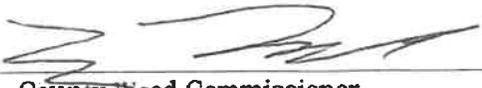
What herbicides did your county use in your weed control program? Be specific,

please list brand name and quantity of each. Please do not list surfactants or adjuvants. If the spray program is contracted in your county, ask your contractor for this information. Add another page if necessary.

Herbicide usage table:

CHEMICAL/BRAND	RATE USED	QUANTITY USED	TO CONTROL?
<i>(Example)</i> Milestone	4 fluid ounces per acre	3.32 gallons	Thistle and teasel on roadside
TerraVue	2.5 oz/ac	17.5 lbs	Canada Thistle
Polaris	48 oz/ac	4.34 gal	Bareground/ Phragmites
Transline	16 oz/ac	3.9 gal	Canada Thistle (Fall)
Esplanade 200SC	5 oz/ac	3.4 qts	Bareground
Arsenal	32 oz/ac	3 gal	Bareground
Method 240sl	Bareground-14 oz/acre Brush-16 oz/acre	2.6 gal	Bareground and Brush
RoundUp Custom	2% per volume	2 gal	Bareground
Milestone	6 oz/ac	12 oz	Brush
Escort XP	2 oz/ac	2 oz	Brush

The above report is true to the best of my knowledge.

Signature 
County Weed Commissioner

11/13/24
Date

Signature 
Chairman, County Board of Supervisors

11-19-24
Date

Please return a copy to:

Iowa Department of Agriculture and Land Stewardship
Attn: State Weed Commissioner
2230 S Ankeny Blvd
Ankeny, IA 50023-9093



2025 COUNTY WEED COMMISSIONER CERTIFICATION FORM

For the County of: Story

Weed Commissioner's Contact Information:

Name Ty Hamiel	Year Appointed 2024
Mailing Address 837 N Avenue	Telephone 515-382-7367
City, Zip Code Nevada, IA 50201	Alternate Telephone
Email Address thamiel@storycountyiowa.gov	Pesticide Certificate # 41062

Signed: *Ty Hamiel*
Chair/President, County Board of Supervisors

Date: 11-19-24

PLEASE RETURN THIS FORM TO:

IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
State Weed Commissioner
2230 South Ankeny Boulevard
Ankeny, IA 50023-9093

317.3 Weed commissioner -- standards for noxious weed control.

The board of supervisors of each county may annually appoint a county weed commissioner who may be a person otherwise employed by the county and who passes minimum standards established by the department of agriculture and land stewardship for noxious weed identification and the recognized methods for noxious weed control and elimination. The county weed commissioner's appointment shall be effective as of March 1 and shall continue for a term at the discretion of the board of supervisors unless the commissioner is removed from office as provided for by law. The county weed commissioner may, with the approval of the board of supervisors, require that commercial applicators and their appropriate employees pass the same standards for noxious weed identification as established by the department of agriculture and land stewardship. The name and address of the person appointed as county weed commissioner shall be certified to the county auditor and to the secretary of agriculture within ten days of the appointment. The board of supervisors shall fix the compensation of the county weed commissioner and deputies. In addition to compensation, the commissioner and deputies shall be paid their necessary travel expenses. At the discretion of the board of supervisors, the weed commissioner shall attend a seminar or school conducted or approved by the department of agriculture and land stewardship relating to the identification, control, and elimination of noxious weeds.

The board of supervisors shall prescribe the time of year the weed commissioner shall perform the powers and duties of county weed commissioner under this chapter which may be during that time of year when noxious weeds can effectively be killed. Compensation shall be for the period of actual work only although a weed commissioner assigned other duties not related to weed eradication may receive an annual salary. The board of supervisors shall likewise determine whether employment shall be by hour, day or month and the rate of pay for the employment time.

Closure No. 25-08

Date November 15, 2024

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction for Culvert Replacement:

Section 11 Nevada On 667th Ave between Lincoln Hwy and Hwy 30



Chair, Board of Supervisors

Attest: 
County Auditor

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

ALLOWED BY VOTE
OF THE BOARD

Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
-----	----------	-----	----------	--------	----------


CHAIRPERSON

Above tabulation made by LEN



SERVICE ORDER FORM TERMS

(Legally Binding Document)

This Service Order is between You and USCC Services, LLC on behalf of its operating licensed affiliate doing business as UScellular in the Home Market ("USCC"). This Service Order is governed by the MASTER SERVICE AGREEMENT ("MSA") located at <https://www.uscellular.com/legal>, unless there is a separately signed agreement between You and USCC which is identified in this Service Order. Terms not defined herein are defined in the MSA. By signing below, you agree and acknowledge that You have read and understood the MSA terms and this Service Order, and that the person signing below has the authority to enter into this Service Order on Your behalf.

BUSINESS LEGAL NAME AND ADDRESS					
Business Legal Name	Story County Iowa		Shipping Address	Billing Address	
Business d/b/a (if applicable)			900 6th St. Nevada, IA 50201 United States	900 6th St. Nevada, IA 50201 United States	
BUSINESS SET-UP INFORMATION – USCC INTERNAL USE					
<input type="checkbox"/> New Business Customer	<input checked="" type="checkbox"/> Current Business Customer	Governed by Custom Agreement Dated N/A	Email Address	dmoon@storycountyiowa.gov	
Business Phone Number	515-382-7200		Contact Name (POC)	Darren Moon	
Account Number (if current customer)	868574767		Tax ID (EIN)	426005024	
Portal Setup <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Decline <input type="checkbox"/> Current	Portal Contact <small>(NA for Current User)</small>	N/A	Portal Contact Email <small>(NA for Current User)</small>	N/A	
Tax Exempt (Attach to File)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Estimated Value (ECV)	\$15,594.00	
Service(s) Ordered under this Purchase:	Voice & Data		Special Approval Sheet <small>(Must Attach to File)</small>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Toolbox	
<input type="checkbox"/> CHECK HERE IF Customer is eligible for Standard Rate Plan Changes and Standard Subsidy equipment for length of term					

TABLE 1 - SERVICE(S) ⁵		Service Commitment (Months) ⁴	Cost Summary		
Initial Quantity (Activations)	Rate Plan Name	Term	MRC	MRC w/ Pricing Approval Detail ²	Total Customer MRC
25	BG \$50 5GB Unl	24	\$50.00	\$20.00	\$500.00
25	ESChat Push to Talk License for Smartphone, Tablet, PC	24	\$5.99	\$5.99	\$149.75
Grand Total Customer MRC (excludes applicable taxes, fees, and other charges)					\$649.75

TABLE 2 –EQUIPMENT PURCHASES ⁵ (WITHOUT RETAIL INSTALLMENT CONTRACT) ³			Equipment Service Commitment (Months) ⁴	Equipment Cost Summary			
Initial Quantity	Description	Upgrade Eligibility	Term	RETAIL COST (non-subsidized)	Subsidized Price	Special Approval (Subsidized) ²	Total
25	moto g play - 2024 - New	24	24	\$104.99	\$0.01		\$0.25
Grand Total Customer Equipment Cost (excludes applicable taxes)							\$0.25

CHECK HERE IF Customer is activating Customer owned equipment (“COE”)

CHECK HERE IF Customer is purchasing Equipment through a Retail Installment Contract (“RIC”)

DO NOT COMPLETE TABLE 2 FOR RIC PURCHASES. SUBMIT A RETAIL INSTALLMENT AGREEMENT (RIC) AND ATTACH TO THIS SERVICE ORDER

ADDITIONAL/OTHER TERMS AND CONDITIONS (IF APPLICABLE)

Accessory Discount / Exclusions	
Volume Commitment	
Revenue Commitment	
Promotional Credits	
Other Terms and Conditions	

Governed by Additional Terms for Sourcewell – Cooperative/Group Purchasing

Additional purchases at the Rate Plan / stated cost may be purchased after the Effective Date of this Service Order provided that the Rate Plan, state cost or quantities (as applicable) are available. USCC has the right to discontinue any Rate Plan or Equipment availability at any time with or without notice. If additional purchases are permitted and made pursuant to this Service Order, such purchase(s) will be documented in Your account without requiring a new Service Order or addendum to this Service Order, and this Service Order will thereby be amended with respect to such additional purchase(s) as documented in Your account and without any further writing. You are responsible for reviewing Your account for any errors in billing or otherwise. See Section 7(c) of the MSA for billing and payment details.

² Requires USCC Special Pricing Approval. Additional terms may apply.

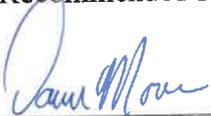
³ If purchasing through a retail installment plan You must execute a Retail Installment Contract (RIC) and the attached RIC Initial Set-up Form must be completed. The RIC governs Your Equipment purchased on an installment plan.

⁴ Service Commitment(s) ETFs are based on 50% of the MRC of the terminated line of Service multiplied by the number of months remaining on the Commitment without proration and You may be required to return promotional credits. Subsidized Equipment ETFs are based on the Commitment term and type of Equipment purchased. Equipment Commitment ETFs are in addition to any Service Commitment ETFs. See Sections 9, 10, 11, 12 and 13 of the MSA for full details.

⁵ If additional space is needed for purchases, please check “Additional Purchases-Service Order Form Addendum Attached” in the signature block. The purchases on the Service Order Form Addendum are hereby incorporated by reference. Any “Grand Total” includes the total of purchases listed on the Service Order Form and any additional Service Order Form Addendum.

AGREED AND ACKNOWLEDGED BY THE PARTIES' AUTHORIZED REPRESENTATIVES	
USCC SERVICES, LLC Agreed and Acknowledged	Signature: Printed Name: Title: Date:
Story County Iowa Agreed and Acknowledged	Signature:  Printed Name: Lisa K Heddens Title: Chair Date: 11-19-24

Recommended for approval by:

 11-13-24
 Darren R. Moon, P.E. Date

DO NOT WRITE IN THE SPACE ABOVE. RESERVED FOR RECORDER
 Prepared By: Marcus Amman, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
 Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA
 RESOLUTION OF THE BOARD OF SUPERVISORS
 RESOLUTION NUMBER 25-39**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Justin Dodge, of Hunziker Reality, involving real estate located at 52724 280th St Kelley, IA 50134, in Section 04 of Palestine Township, identified as Parcel #10-31-100-405 and hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, FINCH FAMILY REVOCABLE TRUST, 52724 280th St Kelley, IA 50134, are the legal titleholders of said real estate, and

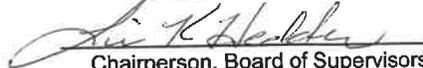
WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, Code of Iowa, and as prescribed by the *Story County C2C Plan* and the *Code of Ordinances of Story County, Iowa*, have been complied with and met,

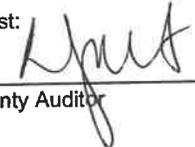
AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted.

NOW, THEREFORE, BE IT RESOLVED that the Residential Parcel Subdivision Plat of the Black Pike Subdivision involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted, and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved, and the real estate hereinafter described on Attachment A and shown on Attachment B shall hereinafter be known as Black Pike Subdivision.

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 25-39 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 17th day of Nov, 2024.


 Chairperson, Board of Supervisors

Attest: 

 County Auditor

ROLL CALL	<u>Latifah Faisal</u>	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
FOR ALLOWANCE	<u>Lisa Heddens</u>	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	<u>Linda Murken</u>	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0


 CHAIRPERSON

Above tabulation made by Paul

ATTACHMENT A

Survey Description:

A Residential Parcel Subdivision of Parcel "A" a part of the Northwest Fractional Quarter (NW1/4) of the Northeast Fractional Quarter (NE1/4) and the North 4 2/3 acres of the Southwest Quarter (SW1/4) of the Northeast Fractional Quarter (NE1/4) of Section Four (4), Township Eighty-two (82) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey filed on February 22, 2000, as Instrument No.00-01822, Slide 57, Page 1

Easement Description:

Access Easement:

A 50-FOOT WIDE INGRESS AND EGRESS EASEMENT OVER LOTS 1 AND 2 IN BLACK PIKE SUBDIVISION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF STORY COUNTY, IOWA, WITH THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°41'21" EAST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE SOUTH 08°46'03" EAST, A DISTANCE OF 44.17 FEET; THENCE SOUTH 55°31'19" EAST, A DISTANCE OF 247.58 FEET; THENCE SOUTH 38°50'52" EAST, A DISTANCE OF 128.11 FEET; THENCE SOUTH 03°05'50" WEST, A DISTANCE OF 288.99 FEET TO THE POINT OF TERMINUS.

ATTACHMENT B

Staff Report

Board of Supervisors

Date of Meeting:
November 19, 2024

Case Number SUB24-000009

Black Pike Subdivision, Residential Parcel Subdivision
Resolution No. 25-39

APPLICANT:

Finch Family Revocable Trust
52724 280TH ST
KELLEY, IA 50134-8581

STAFF PROJECT MANAGER:

Marcus Amman, Planner

SUMMARY:

A Residential Parcel Subdivision request for Parcel 13-04-200-150 to create two lots out of the existing parcel and plat them as follows: proposed Lot 1, a 3.66 net-acre lot that will be considered buildable, proposed Lot 2, a 6.84 net-acre lot with the existing dwelling. Planning and Development staff recommend approval of the proposed Residential Parcel Subdivision Plat.





Property Owner

FINCH FAMILY REVOCABLE TRUST
52724 280TH ST
KELLEY, IA 50134-8581

Parcel Identification Number(s)

13-04-200-150

Size of Area

10.83 gross-acres

Location of Subdivision

Palestine Township (Section 04, Township 82, Range 24), PARCEL"A"NW FRL NE FRL SLIDE 57 PG
1

Districts

A-1 Agricultural District
Westory Fire and Rescue Department
Ballard School District
Xenia Water
Consumers Energy

Description of Proposed Subdivision and Current Land Use

The application is to consider a request for a Residential Parcel Subdivision to split the existing parcel and plat them as two lots. The lots are being created for the purpose of building another home on Lot 1. The existing parcel is located in the NW of the NE of Section 08, Township 83, Range 23. The existing parcel includes the dwelling, a home business, and undeveloped land.

Proposed Lot 1 (3.66 net acres) will be buildable for a new dwelling, proposed Lot 2 (6.84 net acres) contains the existing dwelling. Both of the proposed lots are zoned A-1 Agricultural, and designated as Agricultural Conservation Areas in the Capstone (C2C) Comprehensive Plan Future Land Use Map. Agricultural Conservation Areas “encompass large areas of highly valuable farmland, with farming and agricultural production as the primary activity.” Principles for the designation include encouraging high-value agriculture lands to remain in production.

There is an existing entrance from 280th St to the proposed lots. No new accesses are proposed. Easements have been signed for egress and ingress.

Subject Property and Current Surrounding Land Use

The property is located in Palestine Township. Adjacent properties include:



North

A 40.00 gross acre parcel owned by BLACK'S HERITAGE FARM INC, in row crop production.

East

A 21.94 gross acre parcel owned by the WALNUT CREEK LTD PARTNERSHIP, in row crop production.

West

A 1.37 gross acre parcel with a dwelling owned by ROBERTS, THEODORE R JR & TRACEY L.

A 27.80 gross acre parcel owned by FINCH, ALVIN J & KATHRYN K, in row crop production.

South

A 35.33 gross acre parcel owned by the OKLAND, MARGARET, in row crop production.

There are 25 parcels located within a quarter mile of the property in Story County. They are all located in unincorporated Story County and are zoned A-1, Agricultural. Seven parcels contain single-family dwellings, one being proposed Lot 2.

Applicable Regulations – Story County Land Development Regulations

87.07 RESIDENTIAL SUBDIVISION PLAT

1. A subdivision may be submitted for review and approval as a residential parcel subdivision plat when all of the following are true:
 - a. The development lots created by the subdivision are intended to be used for residential purposes;
 - b. Only two development lots may be created;
 - c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead as defined in Section 85.08, in existence;
 - d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use;
 - e. The subdivision lies wholly within the A-1 district.
 - f. Both development lots (created by the Residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met
 - g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement
 - h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.



- i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat.

Commentary

The following comments are part of the official record of the proposed Residential Parcel Subdivision Plat—Black Pike Subdivision, **Case No. SUB24-000009**. If necessary, conditions of approval may be formulated based on these comments.

Comments from the Interagency Review Team

The application materials were forwarded to the members of the Interagency Review Team, and the following applicable comments were received from staff:

County Assessor's Office:

No comments.

Planning and Development Staff:

All comments were addressed.

Comments from the General Public

Notification letters regarding the public meeting on the subdivision request were mailed on November 14, 2024, to surrounding property owners within a ¼ mile of the subject property.

No comments were received as of the writing of this report.

Comments from Cities within Two Miles

The City of Kelley waived its review on September 10, 2024.

Analysis

Points to consider in evaluating the applicant's request to divide their property through the Residential Parcel Subdivision Plat process to create two (2) lots.

1. The goal of the subdivision is to partition land and to construct another dwelling.
2. The subdivision meets all requirements and standards for a Residential Parcel Subdivision.
3. The use of the land will remain mostly unchanged with the exception of the additional dwelling.
4. The lots will be used for development in conformance with the Story County Land Development Regulations.

Alternatives

Story County Planning & Development Staff recommend the approval of the Black Pike Subdivision Residential Parcel Subdivision, as proposed (alternative #1).



1. **The Story County Board of Supervisors approves Resolution #25-39, the Residential Parcel Subdivision Plat – Black Pike Subdivision, as put forth in SUB24-000009.**
2. The Story County Board of Supervisors approves Resolution #25-39, the Residential Parcel Subdivision Plat – Black Pike Subdivision, with conditions, as put forth in SUB24-000009.
3. The Story County Board of Supervisors denies Resolution #25-39, the Residential Parcel Subdivision Plat – Black Pike Subdivision, as put forth in SUB24-000009.
4. The Story County Board of Supervisors tables the decision on Resolution #25-39, the Residential Parcel Subdivision Plat – Black Pike Subdivision, as put forth in SUB24-000009 and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on the Board of Supervisors' agenda.

INSTRUMENT PREPARED BY:	Logan L. Tucker, 120 S. 16 th Street, Ames, IA 50010 (515) 288-2500
RETURN TO:	Logan L. Tucker, 120 S. 16 th Street, Ames, IA 50010

CONSENT TO PLAT

KNOW ALL PERSONS BY THESE PRESENTS:

That **TODD FINCH, AS TRUSTEE OF THE FINCH FAMILY REVOCABLE TRUST ESTABLISHED MAY 13, 2024**, does hereby covenant that it is the lawful owner of the following-described real estate situated in Story County, Iowa, to-wit:

See Exhibit "A" attached hereto

(the "Real Estate").

The undersigned does hereby certify, acknowledge, and declare that the platting of the Real Estate to be known as **BLACK PIKE SUBDIVISION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF STORY COUNTY, IOWA**, is with its free consent and in accordance with its desires as proprietor.

Dated this 21st day of October, 2024.

(SIGNATURE PAGE FOLLOWS)

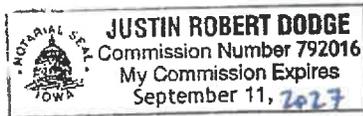
**SIGNATURE PAGE OF
CONSENT TO PLAT**

**FINCH FAMILY REVOCABLE TRUST
ESTABLISHED MAY 13, 2024**

By: 
Todd Finch, Trustee

STATE OF IOWA, Story COUNTY, SS:

This record was acknowledged before me on this 21st day of October, 2024, by Todd Finch, as Trustee of the Finch Family Revocable Trust Established May 13, 2024.




Notary Public in and for the State of Iowa
My commission expires 9/11/2027

Exhibit A
Legal Description

Parcel "A" a part of the Northwest Fractional Quarter (NWfr $\frac{1}{4}$) of the Northeast Fractional Quarter (NEfr $\frac{1}{4}$) and the North $4\frac{2}{3}$ acres of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Fractional Quarter (NEfr $\frac{1}{4}$) of Section Four (4), Township Eighty-two (82) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey filed on February 22, 2000, as Instrument No. 00-01822, Slide 57, Page 1

INSTRUMENT PREPARED BY:	Logan L. Tucker, 120 S. 16 th Street, Ames, IA 50010 (515) 288-2500
RETURN TO:	Logan L. Tucker, 120 S. 16 th Street, Ames, IA 50010

CERTIFICATE OF THE TREASURER OF STORY COUNTY, IOWA

I, Ted Rasmusson, Treasurer of Story County, Iowa, certify that the records in this office show that the real estate described in the attached plat and known as **BLACK PIKE SUBDIVISION, STORY COUNTY, IOWA**, is free from certified taxes and certified special assessments.

Dated this 24 day of October, 2024.



TED RASMUSSON
TREASURER, STORY COUNTY, IOWA

Parcel No. 13-04-200-150

RESOLUTION 6 (2024-2025)

RESOLUTION WAIVING RIGHT OF REVIEW FOR A SUBDIVISION

WHEREAS, Finch Family Revocable Trust is the owner of the property legally described as:

All that part of record parcel "A" of the northwest fractional quarter of the northeast fractional quarter (NW FRL ¼ NE FRL ¼) of section 4, township 82 north, range 24 west of the 5th PM, said parcel "A" recorded on slide 57 on page 1, in the county recorder' office, all in story county, Iowa, more particularly described as follows;

Beginning at the northeast corner of said parcel "A", said point also known as the northeast corner of the NW FRL ¼ NE FRL ¼ of said section 4; thence south 03°05' 50" west, a distance of 1317.51 feet to the southeast corner of said parcel "A"; thence north 89°53'13" west, a distance of 358.77 feet; thence north 03°05'52" east, a distance of 1019.71 feet to a one-half inch rebar; thence north 03°31'22" east , a distance of 299.16 feet to the north line of the NW FRL ¼ NE FRL ¼ of said section 4 and the north line of said parcel "A"; thence south 89°41'21" east along said line, a distance of 356.47 feet to the point of beginning, containing 10.83 acres, more or less, and subject to a public roadway easement, containing 0.33 acres, more or less and subject to any other easements or restrictions of record.

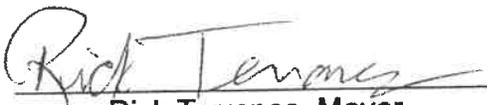
and

WHEREAS, the owner wishes to subdivide the property as described on the attached plat of survey; and

WHEREAS, section 354.8 of the Code of Iowa provides that a local government may, by resolution, waive its right of review.

NOW LET IT BE RESOLVED that the Kelley City Council does hereby waive the requirements and is in favor of the aforementioned described subdivision of the property as shown and described on the attached plat of survey.

ADOPTED this 10th day of September, 2024.


Rick Terrones, Mayor

ATTEST:


Jennifer Davies, City Clerk

INSTRUMENT PREPARED BY:	Logan L. Tucker, 120 S. 16 th Street, Ames, IA 50010 (515) 288-2500
RETURN TO:	Logan L. Tucker, 120 S. 16 th Street, Ames, IA 50010

INGRESS AND EGRESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That **TODD FINCH, AS TRUSTEE OF THE FINCH FAMILY REVOCABLE TRUST ESTABLISHED MAY 13, 2024**, for good and valuable consideration, does hereby grant unto **TODD FINCH, AS TRUSTEE OF THE FINCH FAMILY REVOCABLE TRUST ESTABLISHED MAY 13, 2024**, and its successors and assigns, an ingress and egress easement over the following-described real estate:

A 50-FOOT WIDE INGRESS AND EGRESS EASEMENT OVER LOTS 1 AND 2 IN BLACK PIKE SUBDIVISION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF STORY COUNTY, IOWA, WITH THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°41'21" EAST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE SOUTH 08°46'03" EAST, A DISTANCE OF 44.17 FEET; THENCE SOUTH 55°31'19" EAST, A DISTANCE OF 247.58 FEET; THENCE SOUTH 38°50'52" EAST, A DISTANCE OF 128.11 FEET; THENCE SOUTH 03°05'50" WEST, A DISTANCE OF 288.99 FEET TO THE POINT OF TERMINUS.

all of the foregoing in **BLACK PIKE SUBDIVISION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF STORY COUNTY, IOWA.**

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.

Dated this 21st day of October, 2024.

(SIGNATURE PAGE FOLLOWS)

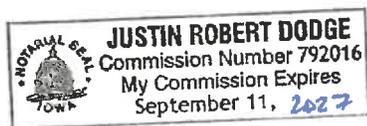
**SIGNATURE PAGE OF
INGRESS AND EGRESS EASEMENT**

**FINCH FAMILY REVOCABLE TRUST
ESTABLISHED MAY 13, 2024**

By: 
Todd Finch, Trustee

STATE OF IOWA, Stony COUNTY, SS:

This record was acknowledged before me on this 21st day of October, 2024, by Todd Finch, as Trustee of the Finch Family Revocable Trust Established May 13, 2024.




Notary Public in and for the State of Iowa
My commission expires 9/11/2027



Planning and Development Department
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7245
www.storycountyiowa.gov

November 14, 2024

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, Planning and Development Director
Joby Brogden, Facilities Management Director
RE: Request for funding for Climate Action Plan for Government Operations
DATE: November 14, 2024

Earlier this spring, staff received direction from the Board of Supervisors to develop and release a Request for Proposals (RFP) for a contractual relationship to guide the development of a Climate Action Plan specifically addressing Story County governmental operations. This contractual relationship would work with the Go Green Team and the Board of Supervisors to develop a plan that incorporates goals, strategy identification and prioritization process. In response to the released RFP, six (6) proposals were received, three (3) of which are being invited to formally present approaches to the Go Green Team and Board of Supervisors the week of November 18th.

While funding was identified in the amount of \$75,000 through ARPA, during this last session of budget work sessions, staff recommended it be removed because at that time, we were under the impression that the involvement with the project led by Polk County would incorporate such a plan and approach envisioned in the RFP Story County released this fall. Proposed budgets defined by the three firms presenting next week go up to \$95,000. As such, we are formally requesting that the Board of Supervisors approve funding not to exceed \$95,000 for the development of a Climate Action Plan for Government Operations. The FY25 budget includes \$3,500 for solar consulting, which could go towards this project. When the selected firm is brought forward to the Board for formal approval, the exact cost for that consultant will be defined and be part of contract approval.

Please let us know if you have any questions.

APPROVED **DENIED**

Board Member Initials: AAH

Meeting Date: 11-19-24

Follow-up action: _____



INFORMATION TECHNOLOGY

Memo

To: Story County Board of Supervisors

From: Joe Wakeman, Kimberly Grandinetti, Leanne Harter

Direction

APPROVED **DENIED**

Board Member Initials: _____

Meeting Date: _____

Follow-up action: *To put on consent agenda next week*

Shared permitting software request

Throughout 2024, both Story County Planning & Development and Story County Environmental Health departments were researching replacement permitting software for their current platforms. PD currently uses CitizenServe and is overall not pleased with its functionality. EH has used CitizenServe, as well as an internal-built application for their purposes. We have collaborated together to see if a shared permitting software was a) feasible, b) practical, and c) affordable. After several meetings and questions, the group has landed on recommending the adoption of GeoPermits as a shared permitting software for both departments.

The GeoPermits software is used by several counties in Iowa, including several of our neighboring counties. This has been to our benefit as they have been a good resource to ask questions of during the evaluation process. This will also work to the counties benefit as contractors in our area will already be familiar with the platform and will be able to adopt quickly. Some of those contractors have noted how nice the software is to work with, which is good to hear as well. GeoPermits is by the same company as our real estate software, Beacon, so will integrate seamlessly with our GIS maps & real estate data. A move will also allow all needed functions of EH to migrate off of multiple platforms including the internal-built software onto one platform.

A shared software between multiple departments will allow them to gain efficiencies – between the departments using the platform, we will have several users utilizing it daily and an in-house group of people to ask questions when building out new ideas in the platform. The shared software will also be of benefit to our citizens as much of the permits used throughout the county will be on one platform, with the ability to bring more permits / more departments on with no cost on the GeoPermits platform.

While we do not have anything budgeted this FY for a replacement project for PD, we do have money budgeted annually for the current software platform. Additionally, there was money budgeted this FY for EH to implement a new platform (\$125,000). By switching to a shared platform that allows unlimited users, the annual cost to the county will be significantly reduced than what was previously budgeted for the EH software alone, and an even



INFORMATION TECHNOLOGY

bigger savings with both departments utilizing the platform. This move will also eliminate the monthly credit card charge to the Board's card for credit card processing fees.

We received multiple quotes for different platforms, a breakdown of those costs & fees are below.

	Citizenserve (current)	GeoPermits	Tyler Permitting
Annual Licensing (yr 1)	\$25,200	\$15,100 (prorated)	\$93,929
Annual Licensing (yr 2+)	\$25,200	\$31,500	\$93,929
Implementation	\$0 (currently in use)	\$26,900	\$160,800
Total Cost (yr 1)	\$25,200	\$42,000	\$254,729
Quote Notes	Licensing is per user – more users/depts we add, higher the cost goes up	Licensing is unlimited – add more users/depts for no additional cost	Licensing is per user – more users/depts we add, higher the cost goes up

Both EH and PD staff feel that Citizenserve is not meeting the needs of the County and is not friendly to use and we recommend not continuing with it if an alternate is put in place. We do not recommend Tyler Permitting due to the high cost along with EH & PD staff not finding it suitable for all county needs.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Story County, Iowa**, whose place of business is: 900 6th Street, Nevada, IA 50201-2087 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

add agreement

A. GeoPermits Portal Development

Development of a web based **GeoPermits** portal. This site will include the following:

- a. Support multiple stage workflows that allow input and tracking of permit application and inspections data by multiple user types (public users, local government staff, service providers, and other related third-party organizations).
 - b. User role-based security and access control to manage system users and enable workflow stage access based on user type.
 - c. Ability to add auto-generated email notifications to specific users at each stage of a permit workflow.
 - d. Administrative interface for CLIENT workflow project setup and configuration.
 - i. Create and edit unlimited number of workflow projects (each permit type will be represented as a workflow project).
 - ii. Create and edit unlimited number of stages for each workflow project.
 - iii. Create and edit unlimited number of data entities for each stage.
 - iv. Create instructions text for each data entity, with ability to embed HTML content such as hyperlinks.
 - v. Modify stage sequencing.
 - vi. Restrict visibility of workflow projects and stages to admin users only.
 - vii. Ability to generate test permit applications when modifying workflow projects and publish workflow updates to the live system when modifications are complete.
 - viii. Ability to "un-publish" a workflow project so that no new permits will be allowed to be created by users.
 - ix. Clone project capability to create a new workflow project based on an existing workflow project.
 - x. Configure permit fees for each workflow project. Fees may be dynamically calculated based on user inputs.
 - xi. Configure workflow conditional routing based on user entered inputs on dropdown lists and checkboxes.
 - xii. Project Summary page with detailed outline of each workflow project.
 - xiii. Print template editing interface to allow CLIENT admin users to configure templates for printable, completed permit applications.
 - e. Multiple supported data entity types for data entry forms, including the following:
 - i. Short text box
 - ii. Long text box (Comments)
 - iii. Date
 - iv. Document attachment (with file browser)
 - v. Fee
 - vi. Lookup (dropdown list)
 - vii. Number
 - viii. Static Labels
 - ix. Checkbox, Radio Button
 - f. Document upload capabilities to allow users to attach multiple electronic files to permit records at each stage of a permit workflow.
 - g. CLIENT's community website branding to allow the community to provide a header logo image and contact information from the organization.
 - h. Interactive mapping interface with basic mark-up tools to allow users to sketch and label information about the permit application on CLIENT's existing GIS map and aerial photography.
-

- i. Dashboard page to allow users to view permit applications in progress based on the following criteria:
 - i. My Applications (in progress)
 - ii. Applications Needing My Attention
 - iii. Inspections to Schedule
 - iv. Inspections to Complete
 - v. Contractor Registrations about to Expire
- j. Integration with CLIENT's existing **Beacon** online portal to utilize existing property and GIS data for permit processing, search, and report capabilities. Shared data elements are limited to PROFESSIONAL's existing Guidepost UPM data model.
- k. Contractor Registration Interface
 - i. Allows system users to register as a contractor with CLIENT.
 - ii. Admin interface to setup contractor types and registration fees
 - iii. Maintains a database of CLIENT's registered contractors, including the following information.
 - 1) Contractor Type
 - 2) Business Name
 - 3) Street Address
 - 4) City
 - 5) State
 - 6) Zip
 - 7) Contact Name
 - 8) Contact Title
 - 9) Contact Business Phone
 - 10) Contact Cell Phone
 - 11) Contact Email Address
 - 12) Company Web Address
 - 13) Status
 - 14) Registration length (in months)
 - 15) Effective Date
 - 16) Expiration Date
 - 17) Renewal Date
 - 18) Workers Comp. Expiration Date
 - 19) Bond Expiration Date
 - 20) Liability Insurance Expiration Date
 - 21) Registration Fee Payment status
 - 22) Notes
 - 23) Attached Documents
- l. Included Services:
 - i. Administrative account setup and deployment.
 - ii. Two (2), two-hour (2-hour) online training sessions to introduce client to the administrative functions of the system, as well as how to begin to set up their first workflows.
- m. **Legacy System Data Migration Services**
 Professional will provide up to 30 hours of services to import data from CLIENT's existing legacy permitting system into PROFESSIONAL's web based **GeoPermits** system under the following expectations:
 - i. Data from CLIENT's Legacy System will be imported, from the existing Legacy System Database to PROFESSIONAL's web based **GeoPermits** system. Legacy system data will be imported in its existing database structure, and PROFESSIONAL will not attempt to reprocess the data to make Legacy System data fit into workflows that are developed in the new **GeoPermits** system.
 - ii. PROFESSIONAL assumes location-based permit data in the Legacy System includes a reference to a parcel (Parcel ID number). If not, PROFESSIONAL will need to develop a custom search interface for this system.
 - iii. PROFESSIONAL will develop a history report that allows the user to view a list of permits that pertain to an individual parcel, including permits from both the legacy and new systems.
 - iv. PROFESSIONAL can develop additional custom reports with data from the Legacy System, per CLIENT requests, but it may require additional costs that will be approved under subsequent agreements.

Time & Materials - PROFESSIONAL estimates this project will require 30 hours to import data from the

legacy system and develop a history report, based on PROFESSIONAL's previous legacy permit system integration projects. If CLIENT's Permitting Data Migration requires more than 30 hours to complete, additional services may be provided on an hourly billed Time & Materials, based on the following hourly fee schedule. PROFESSIONAL agrees not to proceed with hourly billed Time & Materials based services without additional written authorization from CLIENT. Time & Materials based services will be invoiced on a monthly basis for any services provided in the previous month.

Hourly Fee Schedule

JOB CLASSIFICATION/TITLE	HOURLY RATE
Sr. Developer	\$286
Developer	\$248
Analyst	\$188
Sr. Implementation Manager	\$204
Implementation Manager	\$166
Implementation Specialist	\$141

n. Payment Processor Integration - Certified Payments

- i. PROFESSIONAL will provide product development services to integrate CLIENT's GeoPermits website with PROFESSIONAL's preferred third-party payment processor. Integration will allow GeoPermits website to pass permit fee amounts and purchaser information to CLIENT's payment processor where the end user will submit payment information and receive a receipt for the transaction. CLIENT's payment processor system will handle all payment and transaction fee processing and routing of funds to CLIENT. GeoPermits end users will be required to click a link or button on CLIENT's payment processor interface in order for CLIENT's payment processor system to notify the GeoPermits system that the permit fee has been paid, and to return the end user to the GeoPermits website.

o. Essentials Service Package

- i. Implementation
 - 1) PROFESSIONAL has workflow templates that the CLIENT may elect to begin with. These workflow templates can be modified using available hours from the service package or flex support as available.
 - 2) CLIENT will have up to twelve days (96 hours) of remote custom GIS consulting for workflow development and configuration. This will be used to assist CLIENT with setup, configuration, deployment, and usage of the online GeoPermits system. PROFESSIONAL anticipates the hours to be spread equally throughout the first 12 months of the project. Hours may be accelerated within the year based on mutual agreement between the CLIENT and PROFESSIONAL. Unused hours do not carry over past the first twelve months of the project. CLIENT is encouraged to utilize / schedule any unused hours remaining by the tenth month of the project.
 - 3) 2 tickets, plus airfare and hotel to PROFESSIONAL's Users' Conference
- ii. GeoPermits Flex Support
 - 1) CLIENT will have up to twelve days (96 hours) per year of Flex (remote) Support. Unused time does not carry over past the end of the year. CLIENT is encouraged to utilize / schedule any unused hours at least 45 days before the end of the year. PROFESSIONAL anticipates the hours to be spread equally throughout the year; however, hours may be accelerated within the year based on mutual agreement between the CLIENT and PROFESSIONAL. This time could be used in as little as half-hour increments for items such as, but not limited to:

- a) Development and publication of workflows
 - b) Respond to technical support questions from CLIENT's staff
 - c) Modification and update requests for workflows
 - d) Initial term begins January 1, 2025
- 2) GeoPermits Flex Support services shall automatically renew subject to the terms in Item 4 Term, Termination and Renewal, of this agreement.

B. Portal Hosting and Maintenance

PROFESSIONAL shall host and maintain of the above-described portal(s) for the term of this Agreement.

PROFESSIONAL's web data server environment is based in a cloud computing service residing in data centers managed by third-party hyper-scale cloud providers. Site improvements and modifications, including functionality enhancements to the core product may be made periodically. If CLIENT is charging fees for use of the system, any and all disputed charges are the responsibility of CLIENT. Certain onsite hardware and software configurations may require additional third-party software (not included in this Statement of Work). Services also include monitoring of PROFESSIONAL's web servers on a twenty-four/seven (24/7) basis; however, because of infrastructure issues beyond the control of PROFESSIONAL's staff, web services are not guaranteed to be available twenty-four) 24 hours per day, seven (7) days per week.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. GeoPermits

a. One-time Setup Cost:	\$26,900
Setup items:	
Core Setup:	Included
Legacy System Data Migration Services:	Included
Payment Processor Integration (Preferred):	Included
Essentials Service Package:	Included
Subtotal:	\$43,300
Discount:	<u>-\$16,400</u>
Total:	\$26,900
b. Annual Cost:	\$31,500
Items:	
Core Hosting:	Included
Map:	Included
Flex Support (96 hours/year):	Included

B. Payment Schedule

Year 1	January 1, 2025 – June 30, 2025:	\$42,000
	GeoPermits Setup & Hosting and Flex (48 hours) - Pro-rated	

Year 2 July 1, 2025 – June 30, 2026:
GeoPermits Hosting and FLEX Support

\$30,200

Hosting and maintenance fees are based on CLIENT's services for properties and citizens that fall under CLIENT's jurisdiction, excluding the incorporated areas of Ames, Huxley, Nevada, Slater and Story City. CLIENT shall not use GeoPermits for services to properties and citizens in these excluded areas.

C. Project Schedule

a. Portal Development

- i. PROFESSIONAL requires the following information and technical assistance from CLIENT to access data sources defined in the Scope of Services.
 - 1) Database connection information.
 - 2) Server name or IP address.
 - 3) Database name.
 - 4) User login information for read access.
 - 5) Data dictionary or schema, as available.
- ii. Network paths to all file data sources.
- iii. Installation of PROFESSIONAL's Remote Support application on a computer with network access to CLIENT's data sources and files.
- iv. All information must be provided by CLIENT to the PROFESSIONAL at least twenty-one (21) days prior to the start of the Initial Hosting Term, defined below, to ensure that all data will be available on the portal at the start of the Initial Hosting Term.

b. Portal Hosting and Maintenance

- i. The Initial Hosting Term shall be defined in the Scope of Service or Payment Schedule above.
- ii. The Initial Hosting Term shall begin at the date above regardless of project delays resulting from CLIENT's failure to provide PROFESSIONAL with information required to access project data sources according to the project schedule. Any project delays on the part of the PROFESSIONAL will result in the initial hosting term starting the first day of the first month following the completion of the portal's development and release from PROFESSIONAL to CLIENT.

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted

fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

5 Additional Data Hosting. PROFESSIONAL’s website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT’s website hosted in PROFESSIONAL’s web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL’s discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days’ written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

8 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through December 20, 2024.

PROFESSIONAL:
Schneider Geospatial, LLC

CLIENT:
Story County, Iowa

By: _____

By: _____

Print: Jeff Corns, GISP

Print: _____

Title: President & CEO

Title: _____

Date: _____

Date: _____



**STORY COUNTY
BOARD OF SUPERVISORS
LISA K. HEDDENS, Chair
LINDA MURKEN, Vice Chair
LATIFAH FAISAL, Supervisor**

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

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Crystal Davis, County Outreach & Special Projects Manager
RE: Discussion and Direction on Request from Youth and Shelter Services (YSS)
for Request for Funds
DATE: November 14, 2024

Representatives from YSS will be attending the November 19, 2024, Board of Supervisors Meeting to request additional ARPA funding for a project. No formal proposal has been submitted to staff. The informal information received from YSS staff is that they intend to request the funds de-obligated by the Board in October.

At the Board meeting, if the Board were to decide to fund this proposal, staff would put it on a future agenda for consideration with an agreement between YSS and Story County specific for that project.

Please let us know if there are any questions.