

The Board of Supervisors met on 4/8/25 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Linda Murken, and Latifah Faisal, 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 listed. Motion carried unanimously (MCU) on a roll call vote.

PROCLAMATION RECOGNIZING APRIL 13-19, 2025 AS NATIONAL ANIMAL CARE AND CONTROL

APPRECIATION WEEK: The Board read the proclamation in full. Murken moved, Faisal seconded the approval of the Proclamation recognizing April 13-19, 2025 as National Animal Care and Control Appreciation Week. Roll call vote. (MCU)

CITY OF SLATER AMERICAN RESCUE PLAN ACT (ARPA) ANNUAL REPORT: Jennifer Davies, City Clerk/Administrator, reported on sewer treatment projects which will assist the City in meeting current and future waste water requirements.

LEGAL AID ANNUAL REPORT: Joshua Opperman, Senior Staff, reported on staffing, community outreach and partnerships, financial sustainability and fundraising, fees, client hours, and annual audit.

CITY OF HUXLEY AMERICAN RESCUE PLAN ACT (ARPA) ANNUAL REPORT: David Haugland, City Administrator, reported one project is complete and the other one nearly so. The two ARPA-funded projects will boost the rapidly-growing city.

MINUTES: 4/1/25 Minutes – Faisal moved, Murken seconded approving 4/1/25 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment, effective 4/20/25, in a) Sheriff's Office for Jan Chance @ \$2,492.80/bw; Jaime Johnson @ \$2,548.80/bw; Kathleen Origer @ \$2,810.40/bw; Rebecca Smith @ \$2,812.00/bw. Murken moved, Faisal seconded approving the Personnel Actions as listed. Roll call vote. (MCU)

CLAIMS: 4/10/25 Claims of \$1,445,194.12 (run date 4/4/25, 30 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 (\$2,050.37), Emergency Management (\$3,943.46), E911 (\$17,083.12), County Assessor (\$2,184.41), City Assessor (\$41,383.93), Central Iowa Community Services (\$409,970.88). Faisal moved, Murken seconded approving claims as presented. Roll call vote. (MCU)

Murken moved, Faisal seconded approving the Consent Agenda as listed.

1. Setting the Public Hearing for the proposed FY26 Budget for 4/29/25
2. Agreement between Story County and Certified Payments for credit card processing collection and transmittal, effective 4/1/25 (confidential)
3. Renewal License Fees between Story County and Solutions, Inc. for software license and support, effective 7/1/25-6/30/26, for \$34,497.21
4. Agreement between Story County and Infomax Office Systems for folder maintenance, effective 5/1/25-4/1/26, for \$550.02
5. FY26 Secondary Roads Budget for Iowa Department of Transportation
6. FY26 Secondary Roads Five-Year Construction Program
7. Final Pay Voucher for Manatt's, Inc for HMA Resurfacing Project # FM-C085(179)--55-85
8. Resolution #25-79, Setting Date and Time for Public Hearing for 4/22/25 for Consideration of Resolution #25-80, to Enter into Shared Access Drive Easement
9. Service Agreement for law enforcement between the Roland Story Community School District and Story County Sheriff's Office, effective 4/26/25, for \$80.00 an hour per deputy sheriff for a minimum of two hours
10. Service Agreement between Leads Online and Story County for TotalTrack Investigation System, effective 6/1/25-5/31/26, for \$3,396.00
11. Building Closures for mandatory employee training
12. Agreement between GovInvest, Inc. and Story County for workforce analytics software, effective upon signature and renewable annually, for \$0.00
13. Road Closures: #25-13, #25-14, #25-15
14. Utility Permits: #25-8154, #25-8161, #25-8162, #25-8174

Roll call vote. (MCU)

RESOLUTION #25-77, COUGHENOUR SUBDIVISION, RESIDENTIAL PARCEL SUBDIVISION: Leanne Harter, Planning and Development Director, reported on location, ownership, and relevant regulations. All standards are met, no public comment was received, and staff recommends approval. Faisal moved, Murken seconded approving Resolution #25-77, Coughenour Subdivision, Residential Parcel Subdivision as submitted. Roll call vote. (MCU)

ENGINEER'S QUARTERLY REPORT: Darren Moon reported on maintenance projects, ditch cleanup, bridge repairs, rock hauling, construction projects and design, bridge inspections, Federal transportation bill, state road construction projects, building repairs, and equipment order delays. He provided an update about the City of Ames sewer lines project. He reported on drainage districts, main shop expansion, conferences, and legislation affecting secondary roads.

DIRECTION FOR REQUESTED OFFICE SPACE FOR CENTRAL IOWA COMMUNITY SERVICES (CICS) AT THE HUMAN SERVICES CENTER (HSC): Joby Brogden, Facilities Management Director, reported CICS asked him about obtaining office space in HSC. Karla Webb, CICS, reported CICS needs office space for two people. Discussion took place. Murken stated there is space; she supports the request. Heddens directed Brogden to prepare a contract. Brogden stated he will return at a future meeting with a contract.

DIRECTION FOR NEXT STEPS FOR THE 221 S. 11TH STREET PROPERTY WITH UPDATED CONSTRUCTION COST ESTIMATE: Joby Brogden, Facilities Management Director, reported on floor plan and itemized costs. The large cost estimate reflects the type of space and adherence to building codes. Melissa Spencer, Emergency

Management Coordinator, reported Emergency Management has \$328,200.00 to contribute to the project; final approval from the commission will take place next week. Extensive discussion took place regarding the Emergency Operations Center (EOC), heating, ventilation and air conditioning (HVAC), and long-term plans. Murken summed up options. Additional discussion took place. Brogden stated he review options.

PUBLIC COMMENT #2: Crystal Davis, County Outreach and Special Projects Manager, reminded the public that the Story County Administration Building will be closed on 4/11/25 and 4/14/25 for generator replacement. She listed the offices and departments in the building and provided phone and web access for the public.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All Board members reported on multiple items.

Murken moved, Faisal seconded to adjourn at 11:15 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building,
900 6th St., Nevada, IA
4/08/25

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 April 13-19, 2025 As National Animal Care And Control Appreciation Week

Department Submitting Animal Control

Documents:

ACCA.PDF

7. AGENCY REPORTS:

I. City Of Slater American Rescue Plan Act (ARPA) Annual Report - Jennifer Davies, City Clerk/Administrator

Department Submitting Board of Supervisors

II. Legal Aid Annual Report - Peggy Michelotti, Executive Director

Department Submitting Auditor

Documents:

LEGAL AID.PDF

III. City Of Huxley American Rescue Plan Act (ARPA) Annual Report - David Haugland, City Administrator

Department Submitting Board of Supervisors

8. CONSIDERATION OF MINUTES:

I. 4/1/25 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) pay adjustment, effective 4/20/25, in a) Sheriff's Office for Jan Chance @ \$2,492.80/bw; Jaime Johnson @ \$2,548.80/bw; Kathleen Origer @ \$2,810.40/bw; Rebecca Smith @ \$2,812.00/bw.

Department Submitting HR

10. CONSIDERATION OF CLAIMS:

I. 4/10/25 Claims

Department Submitting Auditor

Documents:

CLAIMS 041025.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 Setting The Public Hearing For April 29, 2025 For FY 2026 Proposed Budget

Department Submitting Auditor

Documents:

NOTICE OF PH FY26.PDF

- II. Consideration Of Agreement Between Story County And Certified Payments For Credit Card Processing Collection And Transmittal Effective 4/1/25 (Confidential)

Department Submitting Information Technology

- III. Consideration Of Renewal License Fees Between Story County And Solutions, Inc. For Software License And Support Effective 7/01/25 - 6/30/26 For \$34,497.21

Department Submitting Information Technology

Documents:

STORY COUNTY LICENSE AND SUPPORT AGREEMENT.PDF

- IV. Consideration Of Agreement Between Story County And Infomax Office Systems For Folder Maintenance Effective 5/25-4/26 For \$550.02

Department Submitting Auditor

Documents:

INFOMAX.PDF

- V. Consideration Of Iowa Department Of Transportation Secondary Roads Budget FY26

Department Submitting Engineer

Documents:

FY 26 IDOT BUDGET.PDF

- VI. Consideration Of Secondary Roads Five Year Construction Program FY26

Department Submitting Engineer

Documents:

FY 26 CONSTRUCTION PROGRAM.PDF

- VII. Consideration Of Final Pay Voucher For Manatt's, Inc For HMA Resurfacing Project # FM-C085(179)--55-85

Department Submitting Engineer

Documents:

FPV MANATTS, INC.PDF

- VIII. Consideration Of Resolution #25-79, Setting Date And Time For Public Hearing For April 22, 2025, For Consideration Of Resolution #25-80, To Enter Into Shared Access Drive Easement With Robert Dale Maxwell & Phyllis Jean Maxwell For Construction Of A Shared Use Access Lane On Properties Owned By A) Robert Dale Maxwell & Phyllis Jean Maxwell And B) Story County, Iowa In Section 29, Township 82N Range 22W, Story County, Iowa

Department Submitting Conservation

Documents:

RESOLUTION 25 79.PDF

- IX. Consideration Of Service Agreement Between Roland Story Community School District And Story County Effective 4/26/25 For \$80/Hr Per Deputy For A Minimum Of 2 Hours

Department Submitting Sheriff

Documents:

ROLAND STORY PROM CONTRACT.PDF

- X. Consideration Of Service Agreement Between Leads Online And Story County, Effective 6/1/25-5/31/26 For \$3,396.00

Department Submitting Sheriff

Documents:

LEADS ONLINE.PDF

- XI. Consideration Of Building Closures For Employee Training

Department Submitting Human Resources

Documents:

BUILDING CLOSURES TRAINING.PDF

- XII. Consideration Of Software Agreement Between GovInvest, Inc And Story County

Department Submitting Human Resources

Documents:

GOVINVEST SOFTWARE AGREEMENT.PDF

- XIII. Consideration Of Road Closure Resolution(S): #25-13, #25-14, #25-15

Department Submitting Engineer

Documents:

RC 25 13.PDF
RC 25 14.PDF
RC 25 15.PDF

XIV. Consideration Of Utility Permit #25-8154, #25-8161, #25-8162, #25-8174

Department Submitting Engineer

Documents:

UT 25 8154.PDF
UT 25 8161.PDF
UT 25 8162.PDF
UT 25 8174.PDF

12. PUBLIC HEARING ITEMS:

13. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Resolution #25-77, Coughenour Subdivision,
Residential Parcel Subdivision – Leanne Harter

Department Submitting Planning and Development

Documents:

STAFF REPORT COUGHENOUR RPS.PDF
RESOLUTION 25 77.PDF
APPLICATION DOCUMENTS.PDF

14. DEPARTMENTAL REPORTS:

- I. Engineer Quarterly Report - Darren Moon

Department Submitting Auditor

Documents:

ENG QTR.PDF

15. OTHER REPORTS:

- I. Discussion And Direction For Requested Office Space For CICS At Human Services
Center - Joby Brogden

Department Submitting Facilities Management

Documents:

CICS HSC SPACE MEMO.PDF

- II. Discussion And Direction For Next Steps For The 221 S. 11th St. Property With
Updated Construction Cost Estimate - Joby Brogden

Department Submitting Facilities Management

Documents:

040225 EOC BLDG.PDF
040325 MOSAIC EOC COST OPINION.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. 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

4/8/25

NAME

AGENCY

CHRISTEN M'CLAIN
Crystal D. Davis
David Haugland
Debbie Koepf
Lacey Northrop
Katelyn Cash
Rebecca Buteau
Alexis Stine
Anna Henderson
JOSH HADDING
Melissa Spencer
DARREN MORAN
Jennifer Davies
Joby Progen
Karla Webb
JEFF HARRIS
Josh Opperman
Greg Pickens

28835 650TH AVE, MAXWELL, IA
BOS
City of Huxley
SCAS
SCAS
SCAS
SCAS
SCAS
Animal Control
SCEMA
SCEMA
ENG
City of Slater
SLFM
CICS
RMH ARCHITECTS
Story County Legal Aid.
Alliance

PROCLAMATION
National Animal Care and Control Appreciation Week

April 13th – April 19th, 2025

WHEREAS, the National Animal Care and Control Association has designated the second full week of April each year as Animal Care and Control Officer Appreciation week; and

WHEREAS, the various federal, state, and local government officials throughout the country take this time to recognize, thank, and commend all animal control officers and animal shelter staff for their dedicated service they provide; and

WHEREAS, Animal Control Officers and Animal Care Staff provide essential community functions including the enforcement of animal control laws, protecting the public from diseases such as rabies, capture roaming and potentially dangerous animals, investigating reports of animal complaints and welfare; and

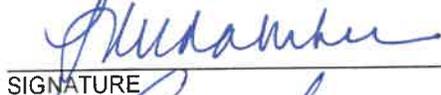
WHEREAS, Animal Control Officers and Animal Care Staff who answer calls for assistance, educate pet owners about responsible animal care, provide for the proper care of animals in their custody, to protect the welfare of homeless animals from injury, disease, abuse, starvation; and

WHEREAS, Animal Control Officers and Animal Care Staff continually find loving homes for adoptable animals as well as reunite lost pets with their rightful owners, and strive to maintain a live release rate well above 90%; and

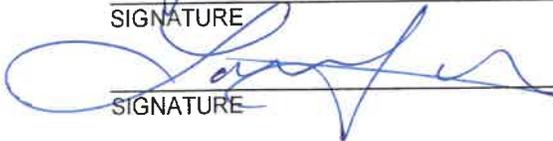
NOW, THEREFORE, BE IT RESOLVED THAT, We, the Story County Board of Supervisors, do hereby proclaim April 13th – April 19th, 2025 as National Animal Care and Control Appreciation Week and encourage all citizens to join us in expressing their sincere appreciation for the service and dedication of our Animal Control employees.


SIGNATURE

4-8-25
DATE


SIGNATURE

4-8-25
DATE


SIGNATURE

4/8/25
DATE





Peggy L. Michelotti
Executive Director
Attorney at Law

220 H AVE
NEVADA, IOWA 50201
(515) 382-2471
(515) 382-4041 (fax)
www.legalaidstory.com
sender's e-mail: Peggy@legalaidstory.org

March 31, 2025

Story County Supervisors
c/o Michelle L. Bellile
900 6th St.
Nevada, IA 50201
Sent via email: MBellile@storycountyiowa.gov

RE: Annual Report to the Supervisors of Story County

Dear Story County Supervisors,

As we reflect on another year of successful operation, we are grateful for your ongoing partnership and the vital funding that sustains the work of the Legal Aid Society of Story County. This annual report is an opportunity to share our accomplishments and the significant impact we've made in the community since our last update.

Since our inception in 1974, the Legal Aid Society of Story County has steadfastly served as a cornerstone of human services for our community. We are dedicated to expanding access to justice for indigent residents confronted with civil matters where fees would otherwise be prohibitive. Our core mission is to close the justice gap for those marginalized by economic barriers, providing essential legal representation and facilitating access to the legal system in our community.

In Story County, where over 20% of our population is considered indigent, the services we provide are not just beneficial; they are transformative. Our legal interventions often play a critical role in maintaining housing security, securing protective orders, and resolving family law matters such as custody and child support. These actions not only address immediate legal needs but also contribute significantly to overall community

1

stability. Even when direct legal outcomes are not possible, our advocacy ensures that all clients have the chance to be heard, understand their rights, and navigate the complexities of the legal system.

We pride ourselves on being more than a provider of legal services; we are fervent advocates for equity, active champions of justice, and steadfast guardians of stability in Story County. Our unwavering commitment to these principles drives us to ensure that justice is accessible to all, not just a privilege for those who can afford it. The continued financial support from Story County is crucial in empowering us to maintain and expand our services, making a lasting difference in the lives of those we serve.

Here is an overview of our recent achievements and ongoing initiatives:

1. Community Outreach & Partnerships: We've prioritized increasing awareness of our services within the community through targeted outreach efforts and strategic partnerships. Our goal in expanding our outreach services is to ensure that all eligible individuals in Story County are aware of and able to access our legal assistance. To further this goal, since our last report to the Board of Supervisors we have participated in the Ames Farmer's Market, led 3 in-person legal presentations through our partnership with the Ames Public Library, and continued our partnership with other non-profits like The Center for Creative Justice, Good Neighbor, Raising Readers, and Seniors in Story.

2. Financial Sustainability: We are immensely grateful for the steadfast support of our donors, whose contributions are essential in sustaining our programs and fulfilling our mission. The funding provided by Story County ASSET is particularly vital, enabling us to deliver services effectively and achieve meaningful outcomes. This support not only empowers us to address immediate legal needs but also fosters broader, positive changes in the lives of our clients and the community at large.

In addition to this support, we have also been proactive in seeking additional self-generated revenue through initiatives such as hosting our annual fundraising event, Jazz for Justice. Our last Jazz for Justice event, held in April 2024, raised several thousand in revenue above expenses that we shared with our co-sponsors at the Center for Creative Justice. Our 51st celebration is scheduled for April 26, 2025, and will once again be presented in partnership with the Center for Creative Justice.

3. Qualifications of Key Individuals Responsible for the Organization: The Legal Aid Society of Story County is directed by our Executive Director, Peggy Michelotti, in close collaboration with our dedicated Board of Directors. The Board ensures our

organization adheres to its Articles of Incorporation, Bylaws, and established policies, particularly emphasizing adherence to the highest standards of professional conduct as mandated by the state of Iowa. Their diligent oversight is crucial in maintaining the integrity and effectiveness of both our leadership and the legal services we provide.

Our Board of Directors is composed of a diverse group of individuals from various professional backgrounds, enhancing our governance and strategic direction. This group includes respected local attorneys, a retired District Court Judge, a private practitioner, and two affiliated with Iowa State University, along with five members representing the community, including social service providers, retired non-profit administrators, and human resource specialists. Their collective expertise and experience are invaluable to our mission.

Peggy Michelotti, our executive director, has been licensed as an Iowa attorney in good standing since 2015 and has led our organization since March of 2022. Her tenure began after more than six years as a staff attorney at our office, providing her with an in-depth understanding of our operational needs, strengths, and areas for development. Under the guidance of our Board of Directors, and with a commitment to financial transparency, administrative effectiveness, and strategic foresight, Peggy has capably guided our organization. Her leadership ensures that the Legal Aid Society of Story County remains resilient and well-equipped to meet future challenges.

We currently employ two full-time staff attorneys: (1) Bethany Miller, who joined our office in April of 2017 and has been a licensed Iowa attorney in good standing since 2016; and (2) Josh Opperman, our Senior Staff Attorney, who transitioned from his role as our Board President to join our legal team in March 2025. Josh has been a licensed Iowa attorney in good standing since 2015. Both Bethany and Josh are dedicated, goal-oriented attorneys committed to delivering top-tier service and maximizing justice for our clients. Their intelligence and deep understanding of our organization's rules, coupled with a steadfast adherence to their ethical obligations, ensure that our clients receive the best possible representation.

4. Support from Other Sources: The Legal Aid Society of Story County does not receive any federal funding. The office is solely supported by its local community and IOLTA funds. This support allows us to accept a wider range of cases and help a broader client base than our colleagues in federally funded organizations (e.g., Iowa Legal Aid).

We are able to represent clients in cases involving, but not limited to:

- ◆ child custody and support (with or without domestic violence)
- ◆ civil protective orders (for domestic, sexual and elder abuse)
- ◆ dissolution of marriage (with or without domestic violence)
- ◆ debtor-creditor actions
- ◆ denial of unemployment benefits
- ◆ guardianships or conservatorship for vulnerable protected parties
- ◆ landlord-tenant disputes and evictions

Story County and the City of Ames are the main sources of financial support that we receive. Other contributors include IOLTA, the United Way of Story County, the Student Government at Iowa State University, Story County Bar Association, the Nevada Memorial Lutheran Church, Story City, and individual donors.

Our self-generated revenue includes funds earned from our other grant writing initiatives, our involvement in Rummage Rampage, in cooperation with the City of Ames, and our annual fundraiser, Jazz for Justice, as well as donations received through our holiday appeal letters.

In addition to these funds, our clients pay an intake fee at their first appointment of either \$20 (if their income is at or below 100% of Federal Poverty guidelines), \$40 (if their income is between 100% - 125%), or \$60 (if their income is 125% - 150% of Federal Poverty level). However, the client intake fees provide only approximately \$3,000 per year, under 2% of our funding.

5. Audit Mechanism and Accountability for ASSET/Story County Funds: The Legal Aid Society of Story County is subject to an annual audit, most recently completed by Houston and Seeman, PC, CPA, of Boone, Iowa. In addition, this firm prepares monthly accounting statements that are closely reviewed by the Board of Directors at its monthly meetings, since part of the Board's task is to oversee risk management procedures.

6. Extent of Program Services: Each year, we receive over 300 applications for our services, ultimately extending legal representation to more than 150 individuals and families. Aware of the significant impact each case has on fulfilling our mission, we have prioritized streamlining administrative processes, with a particular focus on client intake and billing, throughout the 2022-2023 and 2023-2024 fiscal years.

These concerted efforts have yielded a substantial increase in our service capacity by 24%, enabling us to handle an additional 49 cases in the 2023-2024 fiscal year compared to the 2021-2022 period. We take great pride in this expansion, which not only demonstrates our commitment to maximizing every dollar of funding but also to providing the highest quality legal services and enhancing access to justice for our community.

This ongoing growth not only underscores our dedication to expanding access to justice but also reinforces our commitment to maintaining the highest standards of legal service. Looking ahead, we will continue to refine our operational processes and utilize our resources effectively to address the evolving needs of our staff, clients, and the broader community.

Our end of 2023-2024 fiscal year statistics are as follows:

Cases open at start of FY 23/24	Cases opened during FY 23/24	Unique cases during FY 23/24	Total DIRECT CLIENT SERVICE	Total hours including admin. time	Average # of attorney DIRECT SERVICE hours per client served in FY 23/24	Average total cost per client served in FY 23/24
84	133	217	3874.10	6043.50	17.8	\$1,989.68

7. Cooperation with Other Programs in the Service Area: In line with our ongoing efforts to increase community awareness and access to our services, 2024 saw a continuation and expansion of our outreach activities. Building on our established partnerships, we actively participated in the Farmer's Market in Ames multiple times throughout the year, providing a direct avenue to engage with the community and raise awareness about legal rights and services.

Further enriching our community presence, we strengthened our collaborative efforts through partnerships with local organizations. We delivered community legal presentations in conjunction with the Ames Public Library, the United Way of Story County, and Seniors in Story, focusing on topics crucial to our community members' legal needs.

Additionally, we continued our engagement in local events aimed at resource sharing and support including housing and resource fairs conducted by Iowa State University and Story County, where we provided legal guidance and support to both students and local residents.

These activities evidence our commitment to ensuring that all eligible individuals in Story County are informed and can access our legal assistance. As we look forward to maintaining and expanding these efforts, our aim remains to foster a well-informed community that can advocate effectively for its legal rights.

8. Professional Connections and Participation: Each attorney in our office is a member of the Iowa Bar and the Story County Bar Association. We give back to the Bar through frequent informal consultations with local attorneys, participation in statewide email lists, involvement with the local Family Law Committee, and presentations at various local non-profit partners and continuing education seminars.

9. Quality Measurement and Outcomes Assessment: At the conclusion of each case, our clients are encouraged to provide feedback through an exit survey, now available in both traditional paper and a more recently implemented digital format. The digital option streamlines the collection and analysis of feedback, enhancing our responsiveness. For those who may not complete the survey, our team follows up with a phone call to gather further insights, enriching our understanding of client satisfaction and the effectiveness of our interventions.

Our attorneys contribute to this evaluation process by documenting key outcomes and methodologies at the end of each case. This includes details on negotiations, settlements, mediations, and court decisions. We also maintain a detailed database from initial intake through case resolution, which tracks the number of clients served, the variety of legal issues handled, and the distribution of cases across the county. This data helps us identify trends and pinpoint areas of unmet legal need.

We leverage CLIO, a sophisticated online legal case management system, to meticulously track time spent on each client's matter, manage calendar appointments, and meet deadlines efficiently. CLIO's features facilitate the careful management of trust account funds and help ensure that each case is handled promptly and effectively.

The impact of our legal services extends beyond immediate legal resolutions; it significantly enhances the physical safety, financial stability, and overall well-being of our

clients and their families. By collaborating with various partner agencies, we also equip our clients with essential information about community resources for food, housing, employment training, and counseling, thereby supporting broader aspects of their lives.

10. Additional Information and Summary: For over five decades, the Legal Aid Society of Story County has been dedicated to serving the residents of our community. We pride ourselves on adhering to the highest standards of legal practice, ensuring that every client receives diligent, comprehensive, and vigorous representation.

We extend our profound thanks to the people of Story County for their consistent and reliable support. Such enduring commitment reflects positively on our ongoing efforts to provide high-quality legal services and highlights the importance of our mission to assist all eligible members of our community.

We are deeply grateful for your ongoing support and partnership. With a shared dedication to excellence and accountability, we remain focused on expanding access to justice for every resident of Story County. By working together, we are confident in our continued ability to effect positive change and meet the growing needs of our community.

Sincerely,



Peggy L. Michelotti
Executive Director
Legal Aid Society of Story County

NOTICE OF PUBLIC HEARING – PROPOSED BUDGET
 Fiscal Year July 1, 2025 - June 30, 2026
 County Name: STORY COUNTY County Number: 85

The County Board of Supervisors will conduct a public hearing on the proposed Fiscal Year County budget as follows:
 Meeting Date: 4/29/2025 Meeting Time: 10:00 AM Meeting Location: Story County Administration Bldg, 2nd Floor Public Meeting Room, 900 6th St., Nevada, IA

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the County Auditor. A copy of the supporting detail will be furnished upon request. County budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult dom.iowa.gov/local-budget-appeals

Average annual percentage changes between "Actual" and "Budget" amounts for "Taxes Levied on Property", "Other County Taxes/ TIF Tax Revenues", and for each of the ten "Expenditure Classes" must be published. Expenditure classes proposing "Budget" amounts, but having no "Actual" amounts, are designated "NEW".

County Website (if available)
storycountyiowa.gov

County Telephone Number
 (515) 382-7212

		Budget 2025/2026	Re-Est 2024/2025	Actual 2023/2024	AVG Annual % CHG
REVENUES & OTHER FINANCING SOURCES					
Taxes Levied on Property	1	28,717,023	29,973,942	28,670,149	0.08
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	28,826	
Less: Credits to Taxpayers	3	613,526	605,701	600,574	
Net Current Property Taxes	4	28,103,497	29,368,241	28,040,749	
Delinquent Property Tax Revenue	5	1,500	1,500	-20,468	
Penalties, Interest & Costs on Taxes	6	75,000	75,000	128,051	
Other County Taxes/TIF Tax Revenues	7	4,330,493	3,884,210	4,548,512	-2.43
Intergovernmental	8	8,646,627	10,982,747	8,795,070	
Licenses & Permits	9	76,750	86,750	99,553	
Charges for Service	10	2,439,830	2,230,760	1,835,834	
Use of Money & Property	11	1,997,730	2,636,700	3,243,936	
Miscellaneous	12	835,284	815,006	1,045,806	
Subtotal Revenues	13	46,506,711	50,080,914	47,717,043	
Other Financing Sources:					
General Long-Term Debt Proceeds	14	5,000,000	0	0	
Operating Transfers In	15	8,596,250	5,920,600	5,140,000	
Proceeds of Fixed Asset Sales	16	158,900	104,800	194,464	
Total Revenues & Other Sources	17	60,261,861	56,106,314	53,051,507	
EXPENDITURES & OTHER FINANCING USES					
Operating:					
Public Safety and Legal Services	18	17,728,609	17,711,616	15,825,221	5.84
Physical Health and Social Services	19	5,260,820	4,768,786	3,797,723	17.70
County Environment and Education	21	7,446,624	6,898,339	6,898,602	3.90
Roads & Transportation	22	10,164,260	9,284,140	11,343,602	-5.34
Government Services to Residents	23	2,085,151	1,888,271	1,668,017	11.81
Administration	24	9,659,447	8,945,086	8,484,994	6.70
Nonprogram Current	25	861,338	1,521,035	1,457,710	-23.13
Debt Service	26	1,159,019	902,930	1,546,301	-13.42
Capital Projects	27	3,270,725	10,389,258	3,727,055	-6.32
Subtotal Expenditures	28	57,635,993	62,309,461	54,749,225	
Other Financing Uses:					
Operating Transfers Out	29	8,596,250	5,920,600	5,140,000	
Refunded Debt/Payments to Escrow	30	0	0	0	
Total Expenditures & Other Uses	31	66,232,243	68,230,061	59,889,225	
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	-5,970,382	-12,123,747	-6,837,718	
Beginning Fund Balance - July 1,	33	29,817,954	41,941,701	48,779,419	
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0	
Fund Balance - Nonspendable	35	0	0	0	
Fund Balance - Restricted	36	13,125,441	13,604,680	24,632,845	
Fund Balance - Committed	37	365,450	460,050	619,900	
Fund Balance - Assigned	38	3,308,009	3,150,233	4,280,855	
Fund Balance - Unassigned	39	7,048,672	12,602,991	12,408,101	
Total Ending Fund Balance - June 30,	40	23,847,572	29,817,954	41,941,701	

Proposed property taxation by type:		Proposed tax rates per \$1,000 taxable valuation:	
Countywide Levies*:	24,432,956	Urban Areas:	APPROVED 4.03184
Rural Only Levies*:	4,284,067	Rural Areas:	DENIED 7.21184
Special District Levies*:	0	Any special district tax rates not included.	
TIF Tax Revenues:	738,750	Board Member Initials: <i>JK</i>	
Utility Replacement Excise Tax:	233,531	Meeting Date: <u>4-8-25</u>	
		Follow-up action: _____	

Explanation of any significant items in the budget or additional virtual meeting information:
 Salary/Insurance increases. Spending of ARPA dollars. Election costs.



"Solutions", Inc.
2311 West 18th Street, Spencer Iowa 51301
712-262-4520

Licensed Code License/Support Agreement

This License/Support Agreement ("this Agreement") is made and entered into this 1st day of July 2025 by and between "Solutions", Inc. (hereinafter "Vendor"), a (Software Developer and Licensor) with principal offices at 2311 West 18th Street Spencer Iowa 51301-2631, and Story County, hereinafter "Customer"), a (Local Government and its Offices) with principal offices at: 900 6th Street Nevada, IA 50201

WHEREAS,

Vendor is in the business of developing computer programs, certain of which computer programs have already been Licensed by the Customer; and,

WHEREAS,

The Customer desires to retain the services of Vendor to maintain and service the computer programs licensed by the Customer from Vendor, for a period up to one year, such maintenance and service of the Vendor's computer programs to be accomplished by Vendor pursuant to the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, Vendor and the Customer hereby agree as follows:

Section 1 - Definitions

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

1.1 "Licensed Program" The computer software described in Exhibit A hereto, including any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent Releases) to the extent offered to Customer under this Agreement or the License Agreement.

1.2 "Custom Program" Any program that has been requested by the Customer to be written or installed in addition to the Customer's Licensed Program described in Exhibit A hereto.

1.3 "Non Maintained Program" Any program no longer maintained and updated to Vendor's current Release by the Customer. This can also be any program no longer offered for License by Vendor.

1.4 "Installation" The preparation and the loading of new or revised Licensed Programs onto the Customer's existing hardware. Installation is not limited to on-site loading, but also includes Licensed Programs sent or delivered to the Customer by Vendor.

1.5 "Error" Any failure of the Licensed Program to conform in all material respects to the functional specifications for the Licensed Program. However, any nonconformity resulting from Customer's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supplied by Vendor, or not authorized to be so combined or merged by Vendor, shall not be considered an Error.

1.6 "Error Correction" Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity.

1.7 "Enhancement" Any modification or addition that, when made or added to the Licensed Program, materially changes it's utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Vendor as minor or major, depending on Vendor's assessment of their value and of the function added to the preexisting Licensed Program.



1.8 "Normal Working Hours" The hours between 8:00 A.M and 5:00 P.M. Central Standard Time, on the days Monday through Friday, excluding regularly scheduled holidays of Vendor.

1.9 "Releases" New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.

1.10 "Major Enhancement" Shall be further defined as: Any modification or addition that, when made or added to the Licensed Program, materially changes the Programs file structure and may require Program modifications to any of the Customer's Custom Programming.

1.11. "User Requested Major Enhancements" An enhancement of a Licensed Program requested by a 75% minimum majority of users of that Licensed Program.

1.12 "Federal or State Mandated Enhancement" An enhancement mandated by a change or definition of Federal or State code.

1.13 "Minor Enhancement" An enhancement of a Licensed Program that materially changes its utility, efficiency, functional capability, or application, that Vendor feels will improve the Customer's usage.

1.14 "Trade Secrets" Any information, process, or idea developed by Vendor which Vendor considers confidential. Examples of trade secrets include, but are not limited to:

1.14.1 Licensed Program reports, source code, object code, and documentation developed by Vendor.

1.14.2 All information relating to Vendor Licensed Programs now existing or currently under development by Vendor.

1.15 "Training" The instruction of the Customer and/or the Customer's employees in the use of Vendor Programs.

1.16 "Agreement Term." A period of one year, commencing on the entered date of this agreement, and ending one year hence, on the final day of the Customer's (then) current fiscal year.

1.17. "Cancellation," means that the Customer is canceling its requirements for all services in program years subsequent to that in which notice of cancellation is provided.

1.18. "Customer support" is a range of customer services to assist customers in making cost effective and correct use of a product. It includes assistance in planning, installation, training, trouble shooting, maintenance, upgrading, and disposal of a product

1.19. "Technical Support" Regarding technology products such as mobile phones, televisions, computers, software products or other electronic or mechanical goods, it is termed technical support.

Section 2 - Scope of Services

2.1 Software License and Restrictions. Contingent upon Customer's compliance with the terms of this Agreement, Vendor grants to Customer a perpetual (subject to Paragraph 12), non-exclusive and non-transferable license to install and permit its employees ("Users") to use the Licensed Programs solely for Customer's internal purposes. Customer shall not copy the Licensed Programs except that Customer may create a limited number of copies of the Licensed Programs as reasonably necessary for archival or back-up purposes. Customer shall not sublicense, redistribute or otherwise allow third parties to use the Licensed Programs, directly or indirectly, whether on a time sharing, remote job entry or service bureau arrangement or otherwise. Customer will not engage any third party to host the Licensed Programs for Customer's use, nor will Customer host for others or otherwise make the Licensed Programs available for use by others. Customer will not modify or prepare derivative works of the Software. Customer will not reverse compile, reverse engineer or reverse assemble the Software or otherwise attempt to derive or obtain any portion of the Software source code. If Customer fails to pay all fees specified in Exhibit A, then Customer shall forfeit the right and license to use the System and shall return them to Vendor.

2.1.1 During the Agreement Term, Vendor shall render the following services in support of the Licensed Program, during Normal Working Hours, subject to the compensation fixed for each type of service in Vendor's rate schedule set forth in 3.2. Rate Schedule hereto:



2.1.2 Vendor shall maintain a program control center capable of receiving by telephone or network transmission, operator reports of system irregularities.

2.1.3 Vendor shall maintain a telephone line that allows Customer to report system problems and seek assistance in use of the Licensed Program.

2.1.4 Vendor shall maintain a to provide the services set forth in this Agreement.

2.1.5 Vendor shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Vendor in Accordance with Vendor's standard reporting procedures. Vendor shall, at time of discovery, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Vendor shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Vendor shall include the Error Correction in all subsequent Releases of

the Licensed Program. Vendor shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that Vendor shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 7 days.

2.1.6 Vendor may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, Minor Enhancements, and, in certain instances if Vendor so elects, Major Enhancements. Vendor shall provide Customer with one copy of each new Release. Vendor shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.7 Vendor may, from time to time, offer Major Enhancements to its customers that may be covered under an Annual Maintenance Fee set forth in Exhibit A hereto. Those Major Enhancements not covered under an Annual Maintenance Fee shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.8 Subject to space availability, Customer may enroll its employees in Vendor's training classes offered digitally or in person. Such classes are subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.9 Vendor shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by Support Vendor and Customer.

2.2 During the Agreement term Customer shall be responsible for the following:

2.2.1 The Customer agrees to provide Vendor with dumps, as requested and with sufficient support and test time on the Customer's computer system to duplicate the error, certify that the problem is with Vendor's Programs, and certify that the problem has been corrected.

2.2.2 The Customer shall inform Vendor in writing of any modifications made by the Customer to the Licensed Program. Vendor shall not be responsible for maintaining Customer modified portions of the Licensed Program or for maintaining portions of the Licensed Program affected by Customer modified portions of the Licensed Program. Vendor shall not be responsible for maintaining Custom Program modified portions of the Licensed Program or for maintaining portions of the Licensed Program affected by Custom Program modified portions of the Licensed Program. Corrections for difficulties or defects traceable to the Customer's errors or systems changes shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.2.3. The Vendor shall make available to the Customer and publish on a annual basis, the operating system requirements needed to maintain and operate the Licensed Program. The Customer agrees to meet or exceed those requirements on the Computer system that the Licensed Program is licensed for within 90 days of the published date.



Section 3 - Fees and Charges

3.1 Customer shall pay Vendor an Annual Fee covering those Licenses as Specified in Exhibit A. Any additional services provided to the Customer shall incur charges as specified on the rate schedule set forth in 3.2. Rate Schedule hereto. Vendor reserves the right to change its rate schedule (3.2) from time to time, provided that no such change will be effective until at least 30 days after Vendor has given Customer written notice of such change. Such written notice may be in the form of a statement in Vendor's regularly issued newsletter, website or social media.

3.2. Rate Schedule – All rates shown are current rates and are subject to change with a thirty (30) day notice.

3.2.1 Primary Shift – Monday through Friday – 8:00AM to 5:00PM. Off Shift 5:01PM to 7:59 PM Monday through Friday. Double time shift - 8:00PM to 7:59AM and weekends (Saturday and Sunday).

3.2.2. Application Support exceeding 2 hours per incident – Current rate is one hundred seventy-five dollars per hour (\$175.00) for Primary Rate Shift unless otherwise described in Exhibit A.

3.2.3 Training Sessions-- Virtual Training, Current rate is one hundred seventy-five dollars (\$175) per hour. On Site Training will incur a rate of \$300 per hour + all travel expenses. Some training will be provided organically through Application Support Tickets not exceeding 2 hours per incident.

3.2.4. Programming related to Escalated Support Tickets or Feature Enhancement requests– Current rate is two hundred ten dollars per hour (\$200.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

3.2.5. IBM i Technical Support – Current rate starts at one hundred seventy-five dollars per hour (\$175.00) an hour for Primary Shift with two hour minimum unless otherwise described in Exhibit A or covered under a Services Agreement. Rate is based on service personnel involved. If outside vendors such as IBM i service or support personnel are involved, their time is not included, even if subcontracted.

3.2.6. Off shift is invoiced at 1.5 times the Prime shift rate with 2 hour minimum. Double time is invoiced at 2.0 times the Prime Shift rate with a two hour minimum.

3.2.7. Service orders – Articles 3.2.1., 3.2.2., 3.2.3.3.2.4., and 3.2.5. will require a service order or approval, to be filled out by the Customer on work to be performed by Vendor on behalf of the Customer. Service Orders requiring data augmentation through Programming to correct balancing errors effecting \$500 or more OR opening a prior year's records post year end close will require signature of the Customer and an additional office holding representative/lawyer of the County. A sample of the Service Order is available from the Vendor.

3.2.8. Travel and Expenses - the Customer will be provided an estimate for travel based on location, the number of personnel traveling and time frame. The fee is based on current federal rate for mileage and round trip time to and from the customer's site. Current rate is \$300.00 an hour per person (**except level IV**) and is subject to change. Other costs such as hotel, per diem meals, parking/tolls will be included in the estimate to be paid by the Customer.

3.3 Reimbursement of Expenses. In addition to the foregoing, Customer shall pay Vendor its actual out-of-pocket expenses as reasonably incurred by Vendor in furtherance of its performance hereunder. Vendor agrees to provide Customer with access to such receipts, ledgers, and other records as may be reasonably appropriate for Customer or its accountants to verify the amount and nature of any such expenses. Expenses shall be reimbursed within ten (10) days after receipt of Vendor's invoice.

3.4. Invoices. Vendor shall invoice Customer each calendar month for all fees and charges accrued, and all reimbursable expenses incurred during the previous month(s), and Customer shall pay the invoiced amount promptly upon receipt of such invoice. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the highest rate allowed by applicable law.



3.5. Responsibilities. Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, hardware (other than the hardware constituting the program control center maintained at Vendor's facilities) and Software necessary to operate the Licensed Software and to obtain from Vendor the services called for by this Agreement.

Section 4 - Proprietary Rights

4.1 To the extent that Vendor may provide Customer with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works, or Custom Program, prepared by Vendor (collectively, "Vendor Programs"), Customer may (1) install one set of the Vendor Programs, in the most current form provided by Vendor, in Customer's own facility; (2) use such Vendor Programs in a manner consistent with the requirements of the License Agreement, for purposes of serving Customer's internal business needs; and (3) make one copy of the Vendor Programs in machine-readable form for nonproductive backup purposes only. Customer may not use, copy, or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Vendor. Notwithstanding Section 6 hereof, Customer's rights under this Section 4.1 shall remain in effect for so long as Customer is authorized to use the Licensed Programs under the License Agreement.

4.2 The Vendor Programs are and shall remain the sole property of Vendor, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Vendor for the use of the work product. Customer shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment that Vendor may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Customer shall not assert any right, title, or interest in such works, except for the nonexclusive right of use granted to Customer at the time of its delivery or on-site development.

4.3 The Customer acknowledges and agrees that the Vendor Programs, Error Enhancements, Major Enhancements, Minor Enhancements, State Mandated Enhancements, and Custom Programs (hereinafter referred to as "Programs") are Trade Secrets and proprietary products of Vendor, and as such are protected by Trade Secret laws. The Programs are licensed (not sold) on a nonexclusive basis for use by the Customer on a single computer system. The Programs shall not be copied or reproduced, in whole or in part, in any form whatsoever, except for use by the Customer as a back-up and/or for archival purposes on a single computer system. The Customer will not, without the prior written consent of Vendor, transfer the Programs electronically from one computer to another over a network. The Programs shall not, under any circumstances, be used by the Customer concurrently on more than one computer system without the prior written consent of Vendor.

4.4 The Customer agrees to maintain full and complete records of the number and location of all Program copies used for back-up and/or archiving purposes, and to furnish these records to Vendor on request.

4.5 The Customer agrees that Vendor's license of the Program to the Customer is not assignable by the Customer, without the prior written consent of Vendor. The Customer shall not provide, or otherwise make available, the Program, in any form, to any person or entity, other than duly authorized employees of the Customer while acting within the scope of their employment for the Customer.

4.6 The Customer shall not enlist Support from any entity outside of active Vendor employees. Contracting support related to the Vendor program through any additional 3rd party entity, former Vendor employees, or any persons outside of the Vendor's current staff is strictly prohibited. Customer shall not discuss open support tickets with any persons outside of current employees of the Customer without prior written consent of the Vendor

Section 5 - Disclaimer of Warranty and Limitation of Liability



5.1 Except as expressly set forth in this Agreement, Vendor expressly disclaims any and all warranties concerning the Licensed Program or the Services to be rendered hereunder, whether express or implied, including (without limitation) any warranty of merchantability or fitness for a particular purpose.

5.2 In no event shall Vendor's cumulative liability for any claim arising in connection with this Agreement exceed the total fees and charges paid to Vendor by Customer within the last 12 months. In no event shall Vendor be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vendor knew or should have known of the possibility of such damages.

5.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than 3 years after such cause of action accrued, except that an action for nonpayment may be brought within two years of the date of the last payment.

Section 6 - Termination/Cancellation

6.1 This Agreement may be terminated as follows:

6.1.1 This Agreement may be terminated by either party upon the expiration of the then-current term of this Agreement, provided that at least 90 days prior written notice is given to the other party; or

6.1.2 This Agreement may be terminated by either party upon 90 days prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice 6.2 Any reduction by the Customer in the requirements of this contract shall be considered an early exit of a the Customer's Agreement.

6.3. Early Exit, In the case of Early Exit, a penalty may be assessed against the Customer for early exit. The termination penalty may not exceed the balance of the agreement, reflecting the fee normally assessed each year for the annual support of the Licenses as specified in Exhibit A.

6.4. Following termination of this Agreement, Vendor shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Further, Customer shall cease using the Licensed Programs, and delete such programs from their systems within thirty days of termination. Vendor agrees that it will provide assistance on extracting any data from the Licensed Programs upon request, on a time and materials basis at the current rates at the time of request. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the highest rate allowed by applicable law.

Section 7 - Hiring of Vendor's Personnel

7.1 Additional Value from Hiring. Customer acknowledges that Vendor provides a valuable service by identifying and assigning personnel for Customer's work. Customer further acknowledges that Customer would receive substantial additional value, and Vendor would be deprived of the benefits of its work force, if Customer were to directly hire Vendor's personnel after they have been introduced to Customer by Vendor.

7.2 No Hiring Without Prior Consent. Without the prior written consent of Vendor, Customer shall not recruit or hire any personnel of Vendor who are or have been assigned to perform work until one (1) year after the completion of the last work performed on behalf of the Customer.

7.3 Hiring Fee. In the event that Customer hires any personnel of Vendor who are or have been assigned to perform work for Customer, Customer shall pay Vendor, within one (1) year of the date of such hiring, an amount equal to twenty-five percent (25%) of the total first-year compensation Customer pays such personnel as a fee for the additional benefit obtained by Customer.

Section 8 - Miscellaneous



8.1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

8.2 This Agreement and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Iowa.

8.3 In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.

8.4 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties.

8.5 The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right may that such party hold under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

(Customer) Story County

By: Lisa K Hedden

(Please type or print)

Signature: Lisa K Hedden

Title: Chair

Date: 4-8, 2025

Address: 900 6th Street

Nevada, IA 50201

Telephone Number _____

Attachments - Exhibit A pages 1 & 2

(Vendor) "Solutions", Inc.

By: Ruth Niermeyer

(Please type or print)

Signature: Robert E. Dugan

Title: Executive VP

Date: _____ 2024

Address: 2311 West 18th St,

Spencer, Iowa 51301-2631

Telephone Number **(712) 262-4520**



Solutions License/Support Agreement - Exhibit A for Story County

This year's License/Support Agreement reflects a 7% increase from last year.

SUPPORT FEES: A support fee of : \$34,497.21 shall be paid by the Customer to cover the the following licensed programs as indicated: The Agreement starts on 07/01/25 and ends on 06/30/26.

		Annual Fee
Group C.		
	<u>Assessor Administration Applications</u>	
___	Base Real Estate / Grain / Partial Exemption / M & E	\$0.00
___	Sales Ratio Integration into base Real Estate	\$0.00
___	Vanguard Integrated Work Module	\$0.00
___	Schneider/Sidwell Transfer of CSR, Val. Acres	\$0.00
	<u>Auditor</u>	
___	Base Real Estate / Grain / Utility Tax / TIF support	\$0.00
___	Transfer Book and Reports	\$0.00
<u>1</u>	Government General Ledger/Accounts Payable/Budgets and Accrual Reporting	\$9,163.32
<u>1</u>	Government Payroll System	\$8,085.28
___	Fixed Assets - Basic Inventory	\$0.00
<u>1</u>	Drainage Accounting - Subsystem	\$1,347.55
___	Drainage Real Estate - Subsystem	\$0.00
		\$18,596.15
	<u>Engineer</u>	
<u>1</u>	D.O.T. Accounting & Payroll System w/ interface to Auditor	\$6,468.23
<u>1</u>	Equipment Costs & Records	\$1,886.57
<u>1</u>	Parts & Materials Inventory	\$1,886.57
		\$10,241.36
	<u>Recorder</u>	
___	Instrument Indexes	\$0.00
___	Accounts Receivable	\$0.00
___	Vital Statistics	\$0.00
	<u>Treasurer</u>	
___	Tax Receipting, Specials, Payments, Apportionment, Daily Cash Out & TaxSale	\$0.00
___	Online Tax Payments - Loading, Receiving & Monitoring- Annual Fee	\$0.00
<u>1</u>	Miscellaneous Receipts / GL / Treasurer's Sub-ledger	\$4,312.15
___	Drainage Tax Receipts-Subsystem	\$0.00
___	Drainage Certificate Ledger-Subsystem	\$0.00
___	Banking & Investments	\$0.00
___	Document Locator (Imaging) for DOT Library	\$0.00
		\$4,312.15
	<u>Specialty Applications and/or Support</u>	
___	IBM I Server Management - for 9009-41A 78-39260	\$0.00
<u>1</u>	OnDemand Printer Output to Storage Definitions	\$808.53
___	Scanning Interface for Imaging for Document Locator for 1st User	\$0.00
___	Scanning Interface for Imaging for Document Locator for additional Users	\$0.00
<u>1</u>	CSN Interface includes 1 license of Claims by Department	\$539.02
___	Urban Revitalization, Annexation and Phase in	\$0.00
___	Records Storage Management	\$0.00
___	Third Party Transfer Book Interface	\$0.00
___	Claims by department Interface for	\$0.00
___		\$0.00
___	Payroll by Department Interface for -	\$0.00
___		\$0.00
		\$1,347.55
AP	License/Support Agreement TOTAL	\$34,497.21

Solutions License/Support Agreement - Exhibit A for Story County

The Support fee shall cover the following items for those Licensed programs indicated.

Federal and State Mandated Enhancements

Minor Enhancements

Major Enhancements as specified in the Agreement

Phone Support shall include and be limited to:

2 hours of support aggregate per incident related to questions on the correct use and function of the Licensed Program.

All phone related support shall be limited to an 8 hour aggregate per office, per month.

Phone Support through this Agreement does not cover:

Questions on the use of the Operating System, Database or Utilities. This may be covered by a variety of other service Agreements. Examples would be IBM i OS V7R3, Windows Server 2019, 2022, Microsoft Windows SQL Server 2022, etc.

Questions on Hardware This may be covered by a variety of other service Agreements.

Fixing the Customer's data due to mistakes or incorrect usage of the program, requiring programming or other methods not covered.

Performance of data audits to determine nature customer data discrepancies. (Example: Customers out of balance)

Phone Support shall not be construed to include training. -- Training is offered at additional rate as described in support agreement.

Solutions support team will not train Customer on core responsibilities of their office. Support is strictly prohibited to reasonable assistance and guidance related to software functionality and maintenance

All other duties performed over the phone shall incur our usual rates as specified in the Agreement

User Group Training in the use of Licensed Programs may, from time to time, be arranged by Vendor. There may be a nominal charge for the class, to cover the cost of preparation, materials and facilities

IBM i Server Management has not been selected, this section will be blank

INFOMAX

OFFICE SYSTEMS

1010 ILLINOIS ST
 DES MOINES, IA 50314-3047
 P: 515-244-5203 F: 515-282-9851

CONTRACT INVOICE

Invoice Number: AR704523
Invoice Date: 4/1/2025
Account Number: 108526
Balance Due: \$550.02

Bill To: STORY COUNTY AUDITOR
 Lisa Markley
 900 6TH ST
 NEVADA, IA 50201

Customer: STORY COUNTY AUDITOR
 900 6TH ST
 NEVADA, IA 50201

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
108526	30 DAYS	5/1/2025	\$ 550.02	\$ 550.02
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
DF915-040700600-01		\$ 550.02		4/1/2005	4/1/2026
Contract Remarks					

Summary:

Contract base rate charge for the 5/1/2025 to 4/1/2026 billing period
 *Sum of equipment base charges

\$550.02 *
 \$550.02

Detail:

Equipment included under this contract

Duplo/DF-915

Number	Serial Number	Base Charge	Location
C9871	040700600	\$550.02 **	STORY COUNTY AUDITOR 900 6TH ST NEVADA, IA 50201

**Prorated from 5/1/2025 to 4/1/2026

APPROVED **DENIED**

Board Member Initials: AKW

Meeting Date: 4-8-25

Follow-up action: _____

PLEASE REMIT TO:
 INFOMAX OFFICE SYSTEMS, INC.
 1010 ILLINOIS ST
 DES MOINES, IA 50314-3047

Invoice SubTotal	\$550.02
Tax:	\$0.00
Invoice Total	\$550.02
Balance Due:	\$550.02

Iowa Department of Transportation SECONDARY ROADS BUDGET

COUNTY CERTIFICATION

This Secondary Road Budget was adopted by the Board of Supervisors on

ATTESTED

4.8.25
Date

4.8.25
Date

4-1-25
Date

4-8-25
Date

County Auditor [Signature]

County Engineer [Signature]

Chairperson, Board of Supervisors [Signature]

IOWA DOT BUDGET APPROVALS

Recommended Approval: _____ OLS Reviewer
Date _____

Approval: _____ Director of Local Systems
Date _____

SECONDARY ROADS BUDGET

	Actual Receipts Prior Years		Estimated Receipts	
	2 nd Prior	1 st Prior	Current	Next
	FY 2023	FY 2024	FY 2025	FY 2026
1. County Auditor's Beginning Balance	\$7,675,066.48	\$8,768,968.99	\$5,467,601.44	\$4,500,221.44
<p>2.21578 Dollars on all taxable property in county except on property within cities and towns. (Max. \$3,00375)</p> <p>0.16537 Dollars on all taxable property in the county. (Max. \$0.16875)</p>				
Receipts from Property Tax Levies	\$3,485,000.00	\$3,723,000.00	\$3,820,600.00	\$3,857,500.00
2A. Local Option Sales Tax	\$0.00	\$0.00	\$0.00	\$0.00
3. Regular Road Use Tax Received (Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)	\$4,533,719.64	\$4,613,194.79	\$4,350,330.00	\$4,596,572.00
3b. Amount for 306.4(a3) (Senate File 451 - FM Ext. in City <=500)	\$37,037.11	\$37,437.13	\$35,210.00	\$37,200.00
3c. Time 21	\$523,841.12	\$520,842.19	\$515,590.00	\$513,087.00
4. RISE Funds	\$0.00	\$0.00	\$0.00	\$0.00
5. FA Bridge Replacement Funds	\$0.00	\$0.00	\$0.00	\$0.00
5a. SWAP Bridge Replacement Funds	\$0.00	\$0.00	\$0.00	\$0.00
6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)	\$0.00	\$0.00	\$0.00	\$0.00
7. Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)	\$24,254.87	\$27,707.53	\$25,400.00	\$26,000.00
8. Miscellaneous Receipts	\$2,554.41		\$8,000.00	\$5,000.00
Damage/Insurance payments				
Drainage Districts	\$28,964.29		\$35,000.00	\$40,000.00
fema	\$2,066.54	\$2,453.28	\$1,300.00	\$169,000.00
Govt Fees		\$7,065.00	\$7,500.00	\$7,500.00
licensesAndPermits	\$56,610.11	\$55,048.34	\$40,000.00	\$35,000.00
All Other	\$34,547.15	\$123,647.90	\$31,000.00	\$118,000.00
9. Total Miscellaneous Receipts	\$124,742.50	\$188,214.52	\$122,800.00	\$374,500.00
10. TOTAL RECEIPTS	\$16,403,661.72	\$17,879,365.15	\$14,337,531.44	\$13,905,080.44
11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction.	0	0	\$0.00	\$0.00

SECONDARY ROADS BUDGET

	Actual Expenditures Prior Years		Estimated Expenditures	
	Prior 2 FY 2023	Prior 1 FY 2024	Current FY 2025	Next FY 2026
70X * Administration and Engineering				
700 Administration Expenditures	\$303,429.61	\$319,734.66	\$335,250.00	\$347,250.00
701 Engineering Expenditures	\$599,880.15	\$602,034.15	\$790,000.00	\$620,000.00
TOTAL ADMINISTRATION AND ENGINEERING	\$903,309.76	\$921,768.81	\$1,125,250.00	\$967,250.00
020* Construction				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads <i>(With other than FM funds --See Accomplishment Year projects)</i>	\$4,508.34	\$1,138,416.70	\$910,000.00	\$875,000.00
71X* Roadway Maintenance				
710 Bridges and Culverts (420, 430)	\$561,280.12	\$490,040.47	\$611,110.00	\$361,110.00
711 Roads (4250, 460, 480)	\$2,821,849.05	\$3,021,406.91	\$3,300,650.00	\$3,520,650.00
712 Snow and Ice Control (520)	\$532,466.97	\$286,758.30	\$491,000.00	\$474,650.00
713 Traffic Controls (590)	\$333,095.60	\$334,135.96	\$322,800.00	\$397,800.00
714 Road Clearing (490)	\$255,722.98	\$404,539.42	\$335,500.00	\$406,800.00
TOTAL ROADWAY MAINTENANCE	\$4,504,414.72	\$4,536,881.06	\$5,061,060.00	\$5,161,010.00
72X * General Roadway				
720 New Equipment (610)	\$520,469.92	\$4,297,635.30	\$875,000.00	\$860,000.00
721 Equipment Operations (620, 630, 650)	\$1,637,057.28	\$1,478,152.05	\$1,781,500.00	\$1,766,500.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$15,755.43	\$24,482.26	\$22,500.00	\$22,500.00
723 Real Estate and Buildings (800)	\$49,177.28	\$14,427.53	\$62,000.00	\$1,062,000.00
TOTAL GENERAL ROADWAY	\$2,222,459.91	\$5,814,697.14	\$2,741,000.00	\$3,711,000.00
TOTAL EXPENDITURES (70X + 020 + 71X + 72X)	\$7,634,692.73	\$12,411,763.71	\$9,837,310.00	\$10,714,260.00
County Auditor's balance at end of fiscal year	\$8,768,968.99	\$5,467,601.44	\$4,500,221.44	\$3,190,820.44
TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	\$16,403,661.72	\$17,879,365.15	\$14,337,531.44	\$13,905,080.44

SECONDARY ROADS FIVE YEAR PROGRAM

County: Story County
Fiscal Year: 2026
Version: Original

Iowa Department of Transportation
SECONDARY ROADS FIVE YEAR PROGRAM

COUNTY CERTIFICATION

The detailed construction program for the secondary road system was adopted by the Board of Supervisors on

4-8-25
Date

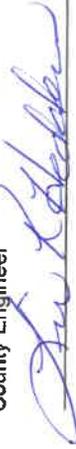
ATTESTED



County Auditor



County Engineer



Chairperson, Board of Supervisors

4-8-25
Date

Date

4-1-25
Date

Date

4-8-25
Date

Date

IOWA DOT PROGRAM APPROVALS

Recommended Approval: _____ Date _____
OLS Reviewer

Approval: _____ Date _____
Director of Local Systems

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SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Accomp : Year				Priority Years				Total	
					FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	1st	2nd	3rd		4th
L-COL20--73-85 Collins 20 Bridge	On 310TH ST, Over DRAINAGE, S20 T82 R21	90 miles	Previous	\$0 332 Box Culverts Local	Local	175								\$175
50880	20 / 82 / 21 On Various Routes	313530 miles	Previous	\$0 311 Right of way Local	Local	20								\$20
L-R0W--73-85 Right-of-Way Reserve 52871														
LFM-L25--7X-85 Lincoln 25 Bridge	On 730TH AVE, Over unnamed stream, S25 T85 R21	25 miles	Previous	\$0 332 Box Culverts Local	Local	100								\$100
53014	25 / 85 / 21 On 670th Ave., Over SMALL STREAM, S36 T82 R22	150 miles	Previous	\$0 332 Box Culverts Local	Local	220								\$220
LFM-IC36--7X-85 Indian Creek 36 Bridge														
53015	36 / 82 / 22	313950			Special FA SWAP									

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp Year				Total
						FY 2026	FY 2027	FY 2028	FY 2029	
L-CWP26--73-85 County Wide Pipe	On Various Roads	miles	Previous	\$0 331 Pipe Culverts	Local FM	10				\$10
54940				Local	Special FA SWAP					
L-M22--73-85 Milford 22 Bridge	On 590TH AVE, Over OVRFLW OF MILFORD 13, S21 T84 R23	45 miles	Previous	\$0 332 Box Culverts	Local FM	140				\$140
55018				Local	Special FA SWAP					
L-F17--73-85 510th Ave. Paving	21 / 84 / 23 On 510TH AVE, from Prairie Ridge Dr. N 0.2 miles	350 0.200 miles	New	\$0 366 HMA Paving	Local FM	120				\$120
55980				Local	Special FA SWAP					
L-U28S--73-85 Union 28 Culvert	17 / 84N / 24W On 580TH AVE, Over small stream, S29 T82N R23W	90 miles	New	\$0 332 Box Culverts	Local FM	90				\$90
55982				Local	Special FA SWAP					
	29 / 82N / 23W									

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Accomp Year				Priority Years				Total
					FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	1st	2nd	3rd	
FM-C085(187)--55-85 S14 North Overlay 45775	On S14, from Nevada N 9.7 miles to E18	670 9,700 miles	Previous	\$0 366 HMA Paving FM	Local	2,300							\$2,300
BROS-C085(182)--8J-85 Nevada 2 Bridge	On 220TH ST, Over EAST BR '35 INDIAN CREEK, S2 T83 R22	35 miles	Previous	\$0 2022 Bridge Replacement- CCS FA	Local FM Special FA SWAP								\$800
52930	2 / 83 / 22	314500			Special FA SWAP		800						
STP-S-C085(188)--5E-85 E29 Overlay 41362	On E29, from 0.2 miles west of 570th Ave. E 8.2 miles to 650th Ave.	910 8,200 miles	Previous	\$0 366 HMA Paving FA	Local FM Special FA SWAP	420							\$2,100
L-IC21--73-85 Indian Creek 21 Bridge 45799	On 645TH AVE, Over No name; stream, S21 T82 R22	20 miles	Previous	\$0 332 Box Culverts Local	Local FM Special FA SWAP					120			\$120
	21 / 82 / 22												

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp Year				Priority Years				Total
						FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	1st	2nd	3rd	
L-IC28--73-85 640th Ave. Bridge 53017	On 640TH AVE., Over CALAMUS CREEK, S28 T82 R22	45 miles 49040	Previous	\$0 320 Bridges Local	Local		700							\$700
FM-C085(161)--55-85 Collins 1 Bridge 36017	28 / 82 / 22 On 730th Ave., Over Willow Creek, NW1/4 S1 T82 R21	30 miles 313440	Previous	\$0 320 Bridges FM	Local		400							\$400
FM-C085(NA35)--55-85 New Albany 35 Bridge 38677	1 / 82 / 21 On 270th St., Over small stream, S35 T83 R21	35 miles 314491	Previous	\$0 320 Bridges FM	Local		500							\$500
FM-C085(E41)--55-85 E41 East Overlay 49829	35 / 83 / 21 On E41, from Hwy 65 E 4.0 miles to 740th Ave.	360 4,000 miles	Previous	\$0 366 HMA Paving FM	Local		950							\$950

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp Year				Priority Years				Total
						FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	1st	2nd	3rd	
DGA-C085(H11)--XT-85 Howard 11 Bridge 38675	On 115th St., Over Bear Creek, S11 T85 R23	120 miles 316170	Previous	\$0 320 Bridges Grant	Local		140							\$700
BROS-C085(L22)--8J-85 Lincoln 22 Bridge 45780	11 / 85 / 23 On 710TH AVE, Over MIDDLE MINERVA CREEK, S22 T85 R21	60 miles 315820	Previous	\$0 320 Bridges FA	Local FM Special FA SWAP									\$600
L-G10--73-85 Grant 10 Bridge 35941	22 / 85 / 21 On 590th Ave., Over DD#5, S10 T83 R23	230 miles 314700	Previous	\$0 320 Bridges Local	Local FM Special FA SWAP				200					\$200
L-IC35D--73-85 335th Ln Bridge 53016	10 / 83 / 23 On 335TH LN, Over SMALL STREAM, S35 T82 R22	5 miles 313945	Previous	\$0 332 Box Culverts Local	Local FM Special FA SWAP				200					\$200
	35 / 82 / 22				SWAP									

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number	Project Name	Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp Year				Total
								FY 2026	FY 2027	FY 2028	FY 2029	
L-IC6--73-85	Indian Creek 6 Bridge		On 280TH ST., Over GRANT 5 OPEN DITCH EXT, S6 T82 R22	130 miles	Previous	\$0 332 Box Culverts	Local FM		400			\$400
55017			6 / 82 / 22	313840		Local	Special FA					
FM-C085(WAR7)--55-85	Warren 7 Bridge		On 110th St., Over East Indian Creek, on NLINE S7 T85 R22	35 miles	Previous	\$0 332 Box Culverts	Local FM		400			\$400
37281			7 / 85 / 22	315950		FM	Special FA					
FM-C085(P15)--55-85	Palestine 15 Bridge		On 530th Ave., Over Ballard Creek, on WLINE S15 T82 R24	50 miles	Previous	\$0 320 Bridges	Local FM		600			\$600
37298			15 / 82 / 24	314300		FM	Special FA					
FM-C085(NA7)--55-85	New Albany 7 Culvert, E41		On E 41, Over unnamed stream, S6 T83 R21	930 miles	Previous	\$0 332 Box Culverts	Local FM		120			\$120
49758			6 / 83 / 21			FM	Special FA SWAP					

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp Year				Total
						FY 2026	FY 2027	FY 2028	FY 2029	
						1st	2nd	3rd	4th	
FM-C085(NA24)--55-85 New Albany 24	On 730TH AVE, Over CLEAR CREEK, S24 T83 R21	40 miles	Previous	\$0 332 Box Culverts	Local FM			300		\$300
53031		314440		FM	Special FA SWAP					
L-G24--73-85 Grant 24 Bridge	24 / 83 / 21 On 610TH AVE, Over GRANT 5 OPEN DITCH, S23 T83 R23	50 miles	Previous	\$0 332 Box Culverts	Local FM				300	\$300
55019		314740		Local	Special FA SWAP					
FM-C085(NDA)--55-85 N Dayton Ave. HMA Overlay 57259	23 / 83 / 23 On R63, from Riverside Rd N 2 miles	810 2.000 miles	New	\$0 366 HMA Paving	Local FM				500	\$500
				FM	Special FA SWAP					
BRS-C085(E15)--60-85 E15 Bridge 49760	30 / 84N / 23W On E 15, Over LONG DICK CREEK, S9 T85 R23	1030 miles	Previous	\$0 320 Bridges	Local FM					\$800
				FA	Special FA SWAP				640 160	
	9 / 85 / 23									

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Priority Years				Total	
						Accomp Year	1st	2nd	3rd		4th
						FY	FY	FY	FY	FY	
						2026	2027	2028	2029	2030	
STP-S-C085()-5E-85 E18 HMA Overlay 54950	On E 18, from Roland E 5.5 miles to S27	960 5.500 miles	Previous	\$0 366 HMA Paving FA	Local FM Special				300		\$1,500
L-LWAY--73-85 E41 Roundabout 57269	On Lincoln Hwy, S6 T83N R24W	3100 miles	New	\$0 399 Other Local	Local FM Special FA SWAP					250	\$250
STP-S-C085(S27N)-5E-85 S27 HMA Overlay 57257	6 / 83N / 24W On S 27, from E29 N 9 miles	200 9.000 miles	New	\$0 366 HMA Paving FA	Local FM Special FA SWAP					1,100	\$2,100
	35 / 85N / 22W				Special FA SWAP					1,000	

SECONDARY ROADS FIVE YEAR PROGRAM

Paving Point Computations

Local or FM Route	Project Number	Location	Type of Work	Year	Road Type	AADT	Pavement Proximity	Trucks	Bonus	Total
Local	L-F17-73-85	On 510TH AVE, from Prairie Ridge Dr. N 0.2 miles	366 HMA Paving	2026	10	35	0	5	0	50

SECONDARY ROADS FIVE YEAR PROGRAM

Fund	2026	2027	2028	2029	2030
Grant	\$0	\$560,000	\$0	\$0	\$0
SWAP	\$0	\$0	\$0	\$160,000	\$0
FM	\$2,720,000	\$1,990,000	\$1,420,000	\$800,000	\$1,100,000
Local	\$875,000	\$820,000	\$800,000	\$300,000	\$250,000
FA	\$2,480,000	\$600,000	\$0	\$1,840,000	\$1,000,000



Story County - Iowa

Detailed Payment

85-C085-179

Description FM-C085(179)--55-85, Letting Date- January 17, 2024

Payment Number 5

Pay Period 08/28/2024 to 03/05/2025

Prime Contractor MANATT'S, INC.

Payment Status Pending

Awarded Project Amount \$2,047,022.16

Authorized Amount \$2,053,070.18

Remarks Final Payment

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 0001 - FM-C085(179)--55-85, ROADWAY ITEMS										
0010	2121-7425020	TON	\$29.200	6,586.700	0.000	7,242.680	7,242.680	7,242.680	\$0.00	\$211,486.26
GRANULAR SHOULDERS, TYPE B										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0020	2212-0475095	MILE	\$500.000	9.500	0.000	9.500	9.500	9.500	\$0.00	\$4,750.00
CLEANING AND PREPARATION OF BASE										
0030	2214-5145150	SY	\$9.250	1,891.240	0.000	1,891.240	1,891.240	1,891.240	\$0.00	\$17,493.97
PAVEMENT SCARIFICATION										
0040	2303-1032500	TON	\$39.000	11,689.700	0.000	10,618.250	10,618.250	10,618.250	\$0.00	\$414,111.75
HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX										
0050	2303-1033500	TON	\$39.000	11,689.700	0.000	10,794.000	10,794.000	10,794.000	\$0.00	\$420,966.00
HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT										
0060	2303-1258283	TON	\$572.000	1,402.800	0.000	1,092.820	1,092.820	1,092.820	\$0.00	\$625,093.04
ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC										
0070	2303-6911000	LS	\$3,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$3,000.00
HOT MIX ASPHALT PAVEMENT SAMPLES										
0080	2303-7000610	EACH	\$1.000	11,689.700	0.000	40,001.490	40,001.490	40,001.490	\$0.00	\$40,001.49
PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE LABORATORY VOIDS (FORMULA - BY PAY FACTOR)										
0090	2303-7000620	EACH	\$1.000	11,689.700	0.000	50,010.430	50,010.430	50,010.430	\$0.00	\$50,010.43
PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE FIELD VOIDS (FORMULA - BY PAY FACTOR)										
0100	2527-9263109	STA	\$17.000	2,155.410	0.000	2,152.917	2,152.917	2,152.917	\$0.00	\$36,599.59
PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED										
0110	2528-8445110	LS	\$4,800.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$4,800.00
TRAFFIC CONTROL										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Placed To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0120	2528-8445113	EACH	\$575.000	60.000	0.000	68.500	68.500	68.500	\$0.00	\$39,387.50
FLAGGERS										
0130	2528-8445115	EACH	\$865.000	15.000	0.000	15.000	15.000	15.000	\$0.00	\$12,975.00
PILOT CARS										
0140	2533-4980005	LS	\$9,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$9,000.00
MOBILIZATION										
Section Totals:									\$0.00	\$1,889,675.03
Total Payments:									\$0.00	\$1,889,675.03

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Working Days, Late Start Date - 09/09/2024, Liquidated Damage Rate - 1,200	40.0 Days	40.0 Days	0.0 Days	\$0.00	15.0 Days	25.0 Days	\$0.00
Total Damages:							\$0.00

Summary

Current Approved Work:	\$0.00	Approved Work To Date:	\$1,889,675.03
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$0.00	Retainage To Date:	\$30,000.00
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$0.00	Payments To Date:	\$1,859,675.03
Previous Payment:	\$94,899.42	Previous Payments To Date:	\$1,859,675.03

 _____ *4-8-25*

Chair, Board of Supervisors Approval Date

DocuSign® Document Signing History

Contract: 85-C085-179 Document: payment-5-20250305

This document is in the process of being signed by all required signatories using the DocuSign® service. Following are the signatures that have occurred so far.

Signed By	Date
Ashley Lint Manatt's Inc. Electronic Signature (Approved by Contractor (Optional))	04/01/2025
(Recommended by Engineer)	
(Approved by PIRC (when applicable))	
(Approved by District Materials Engineer (Optional))	
(Approved by Administering Bureau (DOT))	
(Approved by FHWA (When applicable))	

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Michael D. Cox, Conservation Director, 56461 180th Street, Ames, Iowa 50010 515-232-2516

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION #25-79

SETTING DATE AND TIME FOR PUBLIC HEARING FOR APRIL 22, 2025, FOR CONSIDERATION OF RESOLUTION #25-80, TO ENTER INTO SHARED ACCESS DRIVE EASEMENT WITH ROBERT DALE MAXWELL & PHYLLIS JEAN MAXWELL FOR CONSTRUCTION OF A SHARED USE ACCESS LANE ON PROPERTIES OWNED BY A) ROBERT DALE MAXWELL & PHYLLIS JEAN MAXWELL AND B) STORY COUNTY, IOWA IN SECTION 29, TOWNSHIP 82N RANGE 22W, STORY COUNTY, IOWA

WHEREAS, the Story County Board of Supervisors of Story County, Iowa, will consider a Shared Access Drive Easement between Story County, Iowa, and Robert and Phyllis Maxwell;

AND WHEREAS, notice of a Public Hearing by the Story County Board of Supervisors on the Easement is heretofore given in compliance with the provisions of the Code of Iowa;

AND WHEREAS, Story County will be considering the Easement on April 22, 2025.

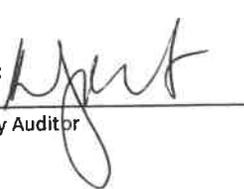
NOW THEREFORE BE IT RESOLVED that a public hearing on this matter be held on the 22nd day of April 2025, in the Public Meeting Room of the Story County Administration Building, 900 6th Street, Nevada, Iowa, at 10:00 AM.

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

Dated this 8th day of April 2025.

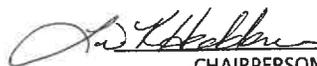

Chairperson, Board of Supervisors

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 B
CHAIRPERSON

RENEWAL INVOICE

Customer:

Story County Sheriff's Office
PO Box 265
Nevada, IA 50201

Invoice#: 417414

Invoice Date: 03/15/2025

Agency ID: 9327

Terms: Net 30

Unit:

Story County IA Sheriff

PO Number:

Qty	Scope of Services	Rate	Start Date	End Date	Amount
1	TotalTrack Investigation System	\$3,396.00	06/01/2025	05/31/2026	\$3,396.00

Payment is due within 30 days of renewal. Please notate your Agency ID 9327 and Invoice# 417414 on your payment.

Questions? Contact us at (800) 311-2656 or support@leadsonline.com

Please email Purchase Orders to accounting@leadsonline.com

Total Due: \$3,396.00

REMIT BY CHECK:

LeadsOnline Parent, LLC
dba LeadsOnline LLC
6900 Dallas Pkwy Ste 825
Plano, TX 75024-4200

REMIT BY EFT/ACH:

JPMorgan Chase Bank
Type: Checking
Routing No: 111000614
Account No: 865536111

IMPORTANT LINKS:

Download our W-9: www.leadsonline.com/w9
Federal Unique Entity ID: K4D3PL65RSJ8
Credit Cards: www.leadsonline.com/payments

LeadsOnline Terms & Conditions:

This order is subject to and governed by the terms and conditions located here ([LeadsOnline](#)) ([CellHawk](#)) ([NightHawk](#)) unless LeadsOnline and the Customer above have otherwise executed a written agreement for the Service, in which case that agreement governs this order. If, for any reason, you are unable to view the terms at the website given above, please contact your LeadsOnline representative. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes. Any terms within any purchase order provided to LeadsOnline in response to a quote, order form, invoice or otherwise will not modify or enlarge the obligations or liabilities of either party.

APPROVED **DENIED**

Board Member Initials: JAN

Meeting Date: 4-8-25

Follow-up action: _____



STORY COUNTY BOARD OF SUPERVISORS

900 6th Street • Nevada, IA 50201
Phone: (515) 382-7200 • Fax: (515) 934-3105
Website: <https://www.storycountyiowa.gov>

Date: April 3, 2025

To: Board of Supervisors

From: Alissa Wignall

RE: Building Closure for Training

Human Resources is requesting approval from the Board of Supervisors to close County buildings on the following dates for mandatory building-wide training. Closing the buildings will minimize disruptions and allow employees to fully engage in the training. Advance notice will be provided to the public. Below are the requested building closure dates and times:

- Administration Building: May 1, 2025 from 8:00 – 11:00 am
- Engineer/Secondary Roads: May 14, 2025 from 8:00 – 11:00 am
- Human Services Center: May 15, 2025 from 8:00 – 11:00 am
- Story County Animal Shelter: May 15, 2025 from 12:30 – 3:30 pm
- Justice Center: May 16, 2025 from 1:30-4:30 pm
- Conservation Center/McFarland Park: June 6, 2025 from 1:00-4:00 pm

APPROVED **DENIED**

Board Member Initials: AKH

Meeting Date: 4-8-25

Follow-up action: _____

SOFTWARE SERVICE GENERAL TERMS AND CONDITIONS

These Software Service General Terms and Conditions are entered into by and between GovInvest, Inc., d.b.a. TrueComp ("Company"), and Story County, IA, the entity executing the applicable Order Form ("Customer"), and governs Customer's use of the Software Service, and if applicable Professional Services. The terms and conditions of this Agreement will be binding on the parties by mutual execution of the applicable Order Form which includes reference to this Agreement and as of the effective date of such Order Form.

1. DEFINITIONS

- a. **"Agreement"** means collectively, this Software Service General Terms and Conditions, any Exhibits, and each Order Form.
- b. **"Authorized User"** means an employee or contractor of Customer that Customer has registered to access and use the Software Service.
- c. **"Confidential Information"** means any business or technical information disclosed by one party to the other party, provided that it is identified as confidential at the time of disclosure or that under the circumstances, a person exercising reasonable business judgment would understand it to be confidential or proprietary.
- d. **"Customer Data"** means the data and information input or uploaded into the Software Service by the Customer or its Authorized Users.
- e. **"Fees"** means the fee Company charges to Customer for the Software Service or Professional Services as detailed in each Order Form or SOW.
- f. **"Order Form"** means the document that is signed by both parties, and that identifies the Software Service that Customer has contracted to use.
- g. **"Professional Services"** means any consulting, development, customization, configuration, training or other professional services that Company agrees to provide or have provided to Customer pursuant to an agreed SOW.
- h. **"Intellectual Property Rights"** means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights recognized in any country or jurisdiction.
- i. **"Software Service"** means the Internet based software-as-a-service offering from Company that Customer contracts with Company to access and use pursuant to an Order Form.
- j. **"SOW"** a statement of work document that is signed by both parties and describes Professional Services to be provided by Company to the Customer and the fees to be paid for such services.

2. SERVICES

- a. **Services.** Subject to the terms of this Agreement, Company grants Customer a limited, non-exclusive, non-transferrable right to access and use the Software Service set forth in the Order Form during the Subscription Term solely for Customer's own business purposes. Subject to a fully executed SOW, Company will provide Professional Services.
- b. **Support.** Subject to the terms of this Agreement, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit A.

3. RESTRICTIONS AND RESPONSIBILITIES

- a. **Restrictions.** Customer will not, directly or indirectly; reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Software Service or any software, documentation or data related to or used to provide the Software Service, and modify, translate, or create derivative works based on the Software Service or any Software Service nor use the Software Service for timesharing or service bureau purposes or otherwise for the benefit of a third party or remove any proprietary notices or labels. Further, Customer shall not export or re-export, either directly or indirectly, the Software Service or any copies thereof in such manner as to violate the export laws and regulations of the United States or any other applicable jurisdiction in effect from time to time (including, without limitation, when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval). Without limiting the foregoing, Customer shall not permit any third parties to access or use the Software Service in violation of any United States export embargo, prohibition, or restriction. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the

Software Service (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and Authorized User passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

- b. **Suspension and Disablement.** Company may suspend the use of a Software Service, or remove or disable any Authorized User's account, if Company reasonably and in good faith believes that a violation of the Agreement has occurred or as may be reasonably necessary to address any material and imminent security vulnerability that Company discovers or reasonably suspects. Company will use reasonable efforts to notify Customer prior to any such suspension or disablement, unless Company reasonably believes that (i) it is prohibited from doing so under applicable law or legal process; or (ii) it is necessary to delay notice in order to prevent imminent harm to a Software Service or a third party, in which case Company will promptly notify Customer when these restrictions no longer apply.
- c. **Usage Data.** Company may collect, use and disclose quantitative data and information related to the performance of a Software Service, for industry analysis, benchmarking, analytics, research and development, marketing and other business purposes ("Usage Data"). If Company discloses Usage Data, such will be de-identified and aggregated.

4. CONFIDENTIALITY

- a. **Use and Nondisclosure.** A receiving party will not use the disclosing party's Confidential Information except as necessary under this Agreement and will not disclose Confidential Information to any third party except to those of its employees and contractors who have a business need to know such Confidential Information; provided that each such employee and contractor is bound to confidentiality restrictions at least as restrictive as the terms set forth in this Agreement. Each receiving party will protect the disclosing party's Confidential Information from unauthorized use and disclosure using efforts equivalent to the efforts that the receiving party uses with respect to its own confidential information and in no event less than a reasonable standard of care. The obligations and restrictions set forth in Section 3(a) will not apply to any information that: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure; (iii) is independently developed. The provisions of this Section 4(a) will remain in effect during the Term and for a period of five (5) years after the expiration or termination thereof, except with regard to trade secrets of the disclosing party, which will be held in confidence for as long as such information remains a trade secret.
- b. **Required Disclosure.** The provisions of this Section 4 will not restrict either party from disclosing the other party's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that to the extent legally permitted, the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement or limit the scope of such request and as required by law.; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations.
- c. **Injunctive Relief.** The receiving party acknowledges that disclosure of Confidential Information could cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the receiving party, the disclosing party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

5. PROPRIETARY RIGHTS

- a. Customer owns and retains: (i) the Customer Data; (ii) Customer's name, logo and other trademarks; and (iii) all Intellectual Property Rights in and to any of the foregoing.
- b. Company owns and retains: (i) the Software Service, and all improvements, enhancements or modifications made by any party; (ii) the Usage Data, and any feedback or suggestions provided by Customer or Authorized Users regarding the Software Service; (iii) any software, applications, inventions or other technology developed by Company in connection with providing the Software Service; (iv) Company's name, logo, and other trademarks; and (v) all Intellectual Property Rights in and to any of the foregoing.

6. PAYMENT OF FEES

- a. **Fees.** Customer will pay Company the Fees in accordance with the terms set forth in the applicable Order Form or SOW. Company will invoice Customer annually in advance for the Software Service. All payment

obligations are noncancellable, and other than as provided in the Agreement, all amounts paid are non-refundable. If any amounts payable by Customer are still outstanding more than thirty (30) days after Customer receives notice of non-payment, Company will be entitled, in its sole discretion, to withhold performance and discontinue Customer's access to the Software Service until all undisputed amounts past due are paid in full.

- b. **Taxes.** All Fees and other amounts stated or referred to in this Agreement are exclusive of all taxes, duties, levies, tariffs, and other governmental charges (collectively, "Taxes"). Customer will be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than any taxes based on Company's net income.
- c. If Company incurs other fees mandated by Customer, Customer agrees to reimburse Company for said costs.

7. TERM AND TERMINATION

- a. **Term.** This Agreement will commence on the Effective Date and continue for the period specified in the Order Form (the "Term"), unless terminated earlier as provided in this Agreement.
- b. **Termination for Cause.** Either party may terminate this Agreement upon written notice if the other party breaches any material terms of this Agreement and fails to correct the breach within thirty (30) days following written notice from the non-breaching party specifying the breach.
- c. **Rights and Obligations Upon Expiration or Termination.** Upon expiration or termination of this Agreement, Customer's and Authorized Users' right to access and use the Software Service will immediately terminate and each will immediately cease all use of the Software Service.
- d. **Survival.** The rights and obligations of Company and Customer contained in Sections 3(c) (Usage Data), 4 (Confidentiality), 5 (Proprietary Rights), 5 (Confidentiality), 7(c) (Rights and Obligations Upon Expiration or Termination), 7(d) (Survival), 8 (Indemnification), 10 (Limitation of Liability), 11 (General), and any provisions which by their terms extend beyond expiration or termination or which are necessary to interpret the respective rights and obligations of the parties hereunder will survive any expiration or termination of this Agreement.

8. REPRESENTATIONS AND WARRANTIES

- a. **Representations.** Each party represents that it has validly entered into the Agreement and has the legal power to do so.
- b. **Software Service Warranties.** Company warrants during the Term (i) that the Software Service will materially conform to the description set forth in this Agreement and the applicable Order Form, and (ii) Company will not materially decrease the overall functionality of a Software Service except to the extent functions become obsolete. These warranties will not apply to the extent any non-conformity results from a modification of a Software Service that is not made by Company or its subcontractor, or to the extent arising from the interoperation of a Software Service with software or other technology not provided by Company.
- c. **Remedies.** Customer must report a non-conformance with the foregoing warranty to Company in writing within 10 business days after the last day of the month in which the non-conformance occurred. If Customer reports the non-conformance, Company will exercise reasonable efforts to correct it. If Company is unable to correct a non-conformance within 60 days after receiving Customer's written warranty claim, upon receiving a written termination and refund request from Customer, Company will terminate Customer's the affected Software Service and, refund any prepaid subscription Fees covering that part of the applicable Term remaining after the effective date of termination. **This Section 8(c) states Customer's exclusive warranties and remedies (and Company's sole liability) in connection with the performance of a Software Service.**
- d. **Professional Service Warranty.** Company warrants for a period of 90 days following the completion of a Professional Service that the Professional Service was performed with a reasonable level of care and skill and the requirements of the Agreement, including the applicable SOW.
- e. **Remedies.** Customer must report a non-conformance with the foregoing warranty to Company in writing within 90 days after completion of the non-conforming Professional Service. If Customer reports the non-conformance, Company will exercise reasonable efforts to re-perform the Professional Service in conformance with the warranty. If Company is unable to re-perform the Professional Service in conformance with the warranty within 60 days after receiving Customer's written warranty claim, upon receiving a written termination and refund request from Customer, Company will terminate the applicable SOW and refund any Fees Customer paid for the non-conforming Professional Services. **This Section 8(e) states Customer's exclusive warranties and remedies (and Company's sole liability) in connection with the performance of a Professional Service.**
- f. **Third-Party Items.** Certain commercial third-party software products, hardware products, and services ("Third-

Party Items”) are contained in or used to deliver the Software Service. Customer accepts these Third-Party Supplier Terms by using the Software Service. Third-Party Items are provided to Customer “AS IS” and Company makes no warranties and will have no liability for Third-Party Items whatsoever.

- g. **Disclaimers.** Except as expressly provided in this Section 8, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and to the maximum extent permitted by applicable law each party specifically disclaims all implied warranties, including any implied warranties of merchantability, accuracy, fitness for a particular purpose, title or non-infringement. Without limiting the generality of the foregoing, Company does not warrant that any Software Service will meet your requirements or operate without interruption or error. Each party disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers.

9. INDEMNITY

- a. **Indemnification by Company.** Company shall indemnify and shall hold Customer harmless from liability to third parties resulting from infringement by the Software Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer’s use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer’s rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service. **THE FOREGOING STATES COMPANY’S AND ITS LICENSORS’ SOLE LIABILITY AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE SERVICE.**
- b. **Indemnification by Customer.** Customer will defend Company, its officers, directors and employees, from and against any action or suit brought against Company by a third party based on a claim that the Customer Data infringes or violates the rights of a third party. Customer will indemnify and hold harmless Company from and against any damages and costs awarded against Company or agreed in settlement by Customer (including reasonable attorneys’ fees) resulting from such claim, provided that (i) Company provides Customer with prompt written notice of such claim; (ii) Company provides reasonable cooperation to Customer, at Customer’s expense, in the defense and settlement of such claim; and (iii) Customer has sole authority to defend or settle such claim, provided that it may not settle any claim in a manner that imposes any material liability upon Company or requires Company to admit wrongdoing.

10. LIMITATION OF LIABILITY

- a. **EXCLUSION OF DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW IN SECTION 10(C) AND FOR WHICH THERE WILL BE NO CAP ON LIABILITY), NEITHER CUSTOMER NOR COMPANY, AND ITS AFFILIATES AND SUPPLIERS, WILL BE LIABLE UNDER THIS AGREEMENT FOR (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; OR (II) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE, EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE TYPE OF ACTION OR THEORY OF LIABILITY.**
- b. **TOTAL LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EXCLUDED CLAIMS (FOR WHICH THERE SHALL BE NO CAP ON LIABILITY), NEITHER PARTY’S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.**
- c. **EXCLUDED CLAIMS. “EXCLUDED CLAIMS” MEANS: (I) ANY INTENTIONAL MISCONDUCT OR**

GROSS NEGLIGENCE BY EITHER PARTY; (II) ANY AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO EACH PARTY'S INDEMNITY OBLIGATIONS UNDER SECTION 7; OR (III) ANY SUMS PAYABLE OR REIMBURSABLE UNDER THE AGREEMENT.

11. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may not transfer or assign any of its rights and obligations under this Agreement without Customer's prior written consent. The provisions of the Agreement are only for reliance upon and the benefit of Customer and Company and its licensors and confer no rights or remedies on any other person or entity. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications in this Agreement must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. Notices will be sent to the addresses set forth in the Order Form. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Iowa without regard to its conflict of laws provisions.

Exhibit A Service Terms

The Software Service will be available 99% of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than 12 hours, Company will credit Customer 1% of the Software Service Fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime will begin to accrue as soon as Customer (with notice to Company) recognizes and reports that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 12 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Software Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred.

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 a.m. through 5:00 p.m. Pacific Standard Time, with the exclusion of Federal Holidays ("Support Hours").

Customer may initiate a help desk ticket during Support Hours by calling 310-371-7106 or any time by emailing support@TrueComp.com.

Company will use commercially reasonable efforts to respond to all help desk tickets within one (1) business day.

**Exhibit B
Order Form**

Customer Name: Story County, IA **Billing Address:** 900 6th Street, Nevada, IA 50201

Annual Service	License Metric #1	License Metric #2	Annual Software Total
Benchmarking Module	# Comparators: Up to 15	# Classifications: Up to 100	\$0

One-Time Professional Services	NetTotal
Benchmarking Implementation Fee	\$0
One-Time Total	\$0

Additional Terms

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. Any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Billing Address provided by Customer on this Order Form.

Company reserves the right to update its official price book at any time. Any such updates will be communicated through Carahsoft's standard pricing update process and shall apply to new purchases and renewals following the effective date of the updated price book. Pricing changes will not affect any active subscriptions or agreements already in effect unless otherwise specified in the applicable order or contract amendment.

The Software Service in this Order Form shall automatically renew for subsequent one-year periods following the initial term, unless either party notifies the other in writing of its intent not to renew at least thirty (30) days prior to the end of the then-current term. If a party provides timely notice of its intent not to renew the Agreement, the Agreement shall expire at the end of the then-current Term.

This Order Form is entered into as of the date of last signature below (the "Effective Date") by and between Company and Customer. The Order Form is governed to and incorporates by reference the Software Service Terms and Conditions on the date hereof (the "Agreement"). Capitalized terms not defined herein will have the meaning ascribed to them under the Agreement. The parties have caused this Order Form to be signed as of the Effective Date by their duly authorized representatives.

Company will use compensation information, comparator data, census data, union plan provisions, and/or other information sources accessed via public records and/or provided directly by government agencies to develop the data set for Customer. Live Compensation clients will provide compensation information to Company periodically as requested but no more than twice annually. Company will rely on this information without audit.

While the pension Software Service is tested against actuarial valuation results, the software results will not match, nor are intended to match actuarial valuation results.

GovInvest Inc. d.b.a TrueComp.:

By: Nick Martin
 Name: Nick Martin
 Title: Director of Finance & Operations
 Date: 04/02/2025

By: [Signature]
 Name: Story County Board of Supervisors
 Title: Chair
 Date: 4-8-25

**STORY COUNTY SHERIFF
SERVICE AGREEMENT
25-03**

The following agreement is intended to be the sole and only agreement between the parties and supersedes all other agreements. All terms and conditions are in their customary usage and any additional definitions of terms or conditions are stated in this agreement.

Definitions:

The Agreement is this five-page agreement identified by the numerical designation and any and all attachments reference.

Story County Sheriff, hereinafter (the "Service Provider") agrees to provide the services as listed in this agreement.

The Roland-Story Community School District, hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

The Parties, refers to the "Service Provider" and the "Contractor".

Additional Terms, if none then state "none":

None _____

Terms

Service Provider:
Story County Sheriff's Office
1315 South B Avenue
Nevada, IA 50201
515-382-7457

Contractor Address:
Roland-Story Community School District
1009 Story St
Story City, IA 50248
515-773-4329

I Description of Services

The Service Provider shall provide the services of law enforcement during the times and days specified at the location(s) indicated. These services include, but are not limited to, armed deputies in marked patrol vehicles and dispatch services including 911 emergency. Specific instructions for services shall be included in division II for "Additional Services". This agreement should be considered as in addition to the law enforcement responsibilities of the Story County Sheriff for geographic area of Story County. However, this agreement shall not supplant or subordinate the law enforcement and public safety duties and responsibilities of the Story County Sheriff's Office and this agreement shall at all times remain subordinate to the duties, responsibilities and discretion of the Sheriff, his deputies, agents and employees under all circumstances.

II Additional Services

List the specific additional services requested by the Contractor. Include any specific instructions to the Service Provider from the Contractor which are to be made a part of this agreement. (Refer to attachments here and staple attachments to back.)

1. 1 Full-Time present at a high school dance

III Times and location(s)

The Contractor requires the services of the Service Provider at the following location: (For more than one location list in section C and make attachments as necessary.)

Location: **Roland-Story High School**
Address: **1009 Story St**
City/rural: **Story City, IA**
Time: **2000 – 2230hrs**

A. If the services is to continue for an indefinite period complete this section only.

State date of service: _____
Day Month Year

B. If the service is to be for a single date complete this section only.

Date of service: **26th** **April** **2025**
Day Month Year

C. If the service is for more than one date or is to continue on different dates at different locations use the chart below.

Start date of service: _____
Day Month Year

Chart

Days	Times
Monday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Tuesday _____	_____ a.m. to _____ a.m. and _____ p.m. to _____ a.m.
Wednesday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Thursday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Friday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Saturday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Sunday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.

Additional Locations:

Address:
City/rural:

(If necessary attach additional descriptions)

IV Duration of Agreement

This agreement shall be in effect for the period(s) stated in section III. For continuing agreements it shall remain in effect until terminated in accordance with the section VII of this agreement.

V Fees

The Contractor agrees to pay:

Eighty dollars (\$80.00) per hour for a minimum of two (2) hours for the Story County Sheriff, and each Story County Deputy Sheriff, Senior Reserve Deputy, Dispatcher, Detention Officer, Diver (dive team members are required to work in a team of four) and civilian employees.

Forty dollars (\$40.00) per hours for a minimum of two (2) hours/for each Story County Sheriff's Reserve (Reserves are required to work in pairs unless authorized by the Sheriff or designee).

VI Payment

Contractor agrees to pay for ___ one time/or multiple event in advance; or pay on a XX as invoiced by the Story County Sheriff. (Check which payment)

VII Changes or Termination during the Agreement

The parties recognize that the business of law enforcement and private interest may change. The Contractor understands that public protection or economic demands may require the Service Provider to focus resources in other areas. The Service Provider recognizes that private business may develop other needs or demands. This understanding is to ensure both parties have the ability to amend or terminate the agreement before the expiration date. The parties may amend the agreement only in writing signed by both the Contractor and the Service Provider. Termination of the agreement shall be written notice. An agreement for single or multiple events where payment has been made in advance requires ___ days notice for a full refund. All other agreements require thirty (30) days notice. During the thirty day period the parties agree to perform their respective obligations unless otherwise agreed in writing. The foregoing requirements for amendment or termination shall not apply when, in the sole discretion of the Sheriff, his deputies, agents and employees; the duties and responsibilities of the Sheriff's Office to protect and promote public safety and law enforcement require that the resources and personnel for the Sheriff's Office be redirected away from Contractor's event or venue to respond to emergency or urgent calls for assistance by any person or entity other than the Contractor. In the event that personnel or resources of the Sheriff's Office are redirected to respond to an emergency or urgent call away from Contractor's venue, or if circumstances require additional resources/personnel to maintain order and safety at the venue covered by this agreement, the parties will later endeavor to negotiate a fair and reasonable accommodation which may include but is not necessarily limited to refund of any prepaid services not delivered by the Service Provider, or additional payment from the contractor.

VIII Confidentiality

It is necessary that the Contractor understand when contracting with a public entity that The contract is public information and will be produced when requested as required by law. The Contractor should be mindful of the public's right to know.

IX Liability

The Parties shall maintain insurance during this agreement. Each party will be Responsible for their respective acts. The Service Provider, its employees or Agents shall not be responsible for any special, incidental or consequential Damages to the Contractor while acting in performance of this agreement.

X Acts of God and Acts of Others

The Service Provider is not responsible in the event of a natural disasters, or acts of civil unrest, or acts of Contractors employees, agents or third persons which prevent Service Provider from performing as expected or originally intended under this agreement.

XI Hazards

Contractor shall have a duty to inform the Service Provider of any known hazards, either natural or manmade, which may pose a danger to an employee or agent of the Service Provider, that exist upon or appurtenant to any property owned or leased by the Contractor. This shall be a continuing duty for the Contractor.

XII Inconsistent Terms

The Contractor by this agreement has attempted to reduce the chance for misunderstanding by the inclusion of all terms. The Contractor and the Service Provider agree to resolve any dispute in a manner using common English usage of the term(s) in dispute.

XIII Representative

The Contractor designates **Andrew McQuillen** as their representative and contact for this agreement with the following address and phone numbers listed below. The Service Provider requires twenty-four (24 hr(s) contact information from the Contractor and agrees to supply the same twenty-four (24 hr(s) contact to the Contractor.

Service Provider Representative

Contractor Representative

Lt. Gary Backous
515-382-7457

Andrew McQuillen
319-610-1731

Address:

Story County Sheriff
1315 South B Avenue
Nevada, IA 50201
515-382-7457
gbackous@storycountyiowa.gov

Roland-Story Community School District
1009 Story St
Story City, IA 50248
515-733-4329
amcquillen@roland-story.k12.ia.us

Billing Address:

Contact Person: Same as above.
Contractor Billing Address: Same as above
Make payment payable to: **Story County Treasurer**
Mail Payments to: **Story County Sheriff's Office
1315 South B Avenue
Nevada, IA 50201**

Service Agreement Signatures

Service Provider

Lt. Jay O...
Authorized Representative

Lieutenant, Support Services
Title

4/2/2025
Date

Contractor

Andrew T. McQuillan
Authorized Representative

High School Principal
Title

3/31/2025
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 4/8/25

[Signature]
Board of Supervisors

[Signature]
Attest: Story County Auditor

(Staple attachments to back)

Closure No. 25-13

Date March 31, 2025

Resolution

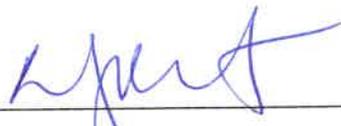
BE IT RESOLVED

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

Section 23 Washington Intersection 550th Ave and 265th St



Chair, 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 SB

Closure No. 25-14

Date April 2, 2025

Resolution

BE IT RESOLVED

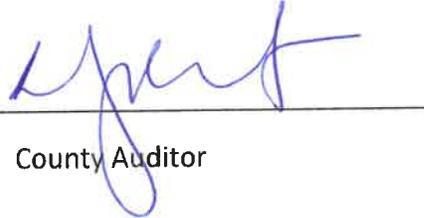
By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction for Culvert Replacement:

Section 11 New Albany Railroad Crossing on 730th Ave between Hwy 30 and Lincoln Highway



Chair, 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 SB

Closure No. 25-15

Date April 4, 2025

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 13/14 Warren Culvert Replacement between E18 and 120th Street



Chair, 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 

STORY COUNTY UTILITY PERMIT

Date 3/27/25

To the Board of Supervisors, Story County, Iowa:

The Colo Telephone Company, incorporated under the laws of Iowa, authorize to do business within the State of Iowa, with its principal place of business at 303 Main St Colo IA 50056, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of fiber optic on secondary route 670 th Ave, from 190th St to 24-84-22, a distance of .2 miles.

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

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

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

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

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

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

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

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

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

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

Date 3/27/25

Colo Telephone _____
Name of Company (Applicant - Permittee)

Shane Bellon 641-377-2202
by _____ Phone no.

Recommended for Approval:

Date 3-27-25

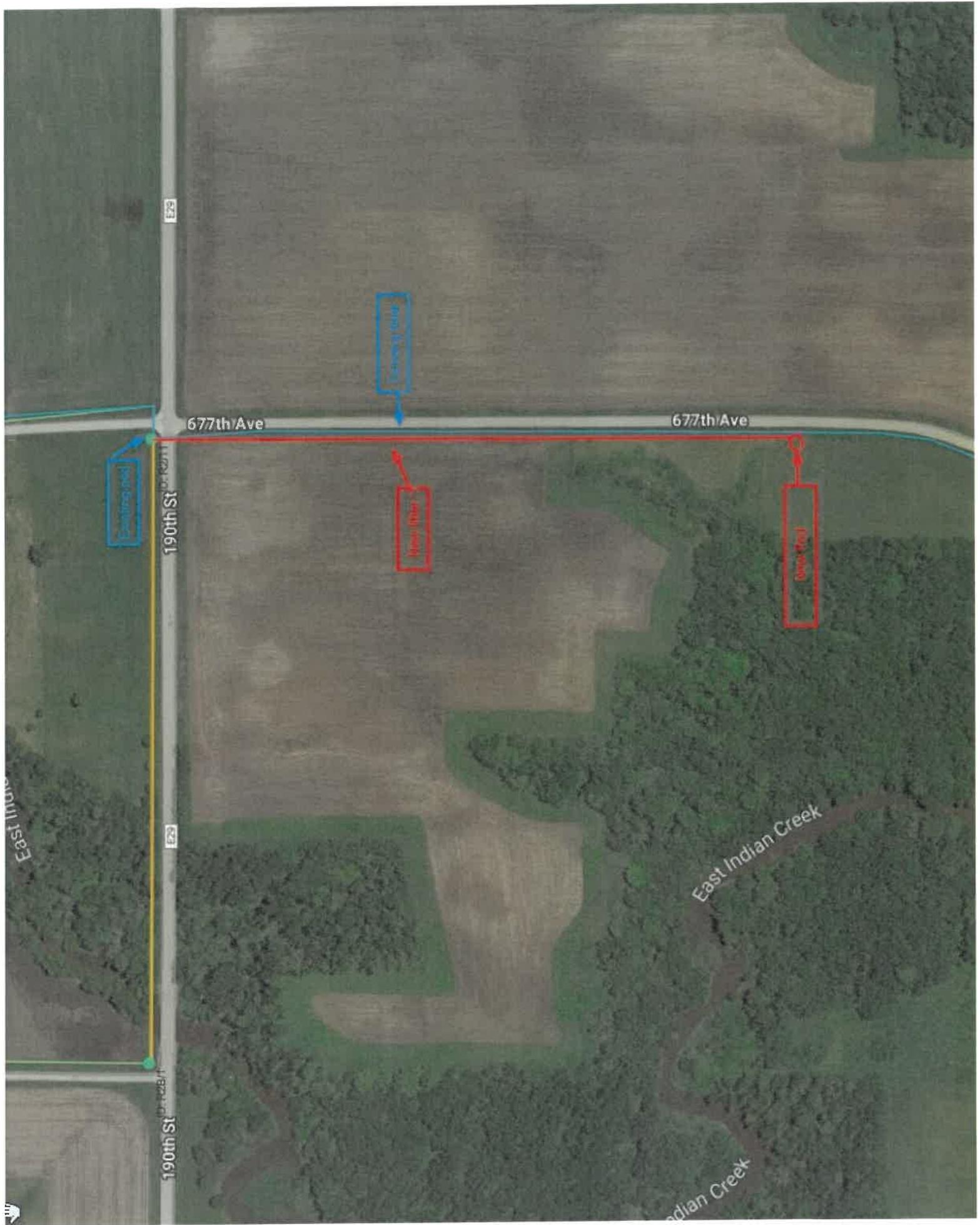

County Engineer 515-382-7355
Phone no.

Approved:

Date 4-8-25


Chair, Board of Supervisors
Story County, Iowa

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



1-00

Permit Number

25-8161

STORY COUNTY UTILITY PERMIT

Date

3/31/25

To the Board of Supervisors, Story County, Iowa:
KENIA RURAL

The WATER DISTRICT Company, incorporated under the laws of IOWA
authorize to do business within the State of Iowa, with its principal place of business at 23998
141st ST, Bouton IA 50039 does hereby make application requesting
permission to occupy certain portions of public right-of-way and that the County Engineer be
directed to establish the location of lines of transmission of potable water on secondary route

To provide water service per attached map(s).

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

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

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

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

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

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

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

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

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

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

Date 3-31-25

XENIA RURAL WATER DISTRICT

Name of Company (Applicant - Permittee)

Justin Carter (515) 676-2117
by Phone no.

Recommended for Approval:

Date 3-31-25

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

Approved:

Date 4-8-25

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

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



We had a water leak under 550th, we dug in the west and east Row and replaced the water line. The work took place south of 265th about 40ft.

1-00

Permit Number 25-8162
Date 3/31/20

STORY COUNTY UTILITY PERMIT

To the Board of Supervisors, Story County, Iowa:
XENIA RURAL

The WATER DISTRICT Company, incorporated under the laws of IOWA
authorize to do business within the State of Iowa, with its principal place of business at 23998
141st ST, Bouton IA 50039, does hereby make application requesting
permission to occupy certain portions of public right-of-way and that the County Engineer be
directed to establish the location of lines of transmission of potable water on secondary route

To provide water service per attached map(s).

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

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

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

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

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

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

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

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

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

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

Date 3-31-25

XENIA RURAL WATER DISTRICT
Name of Company (Applicant - Permittee)

Justin Carter (515) 676-2117
by Phone no.

Recommended for Approval:

Date 3-31-25

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

Approved:

Date 4-8-25

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

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

1050 ft

12-25

19-82-24

20-82-24

3200th St

3200th St

3200th St

12-25

30-82-24

Heart of Iowa
Nature 29-82-24

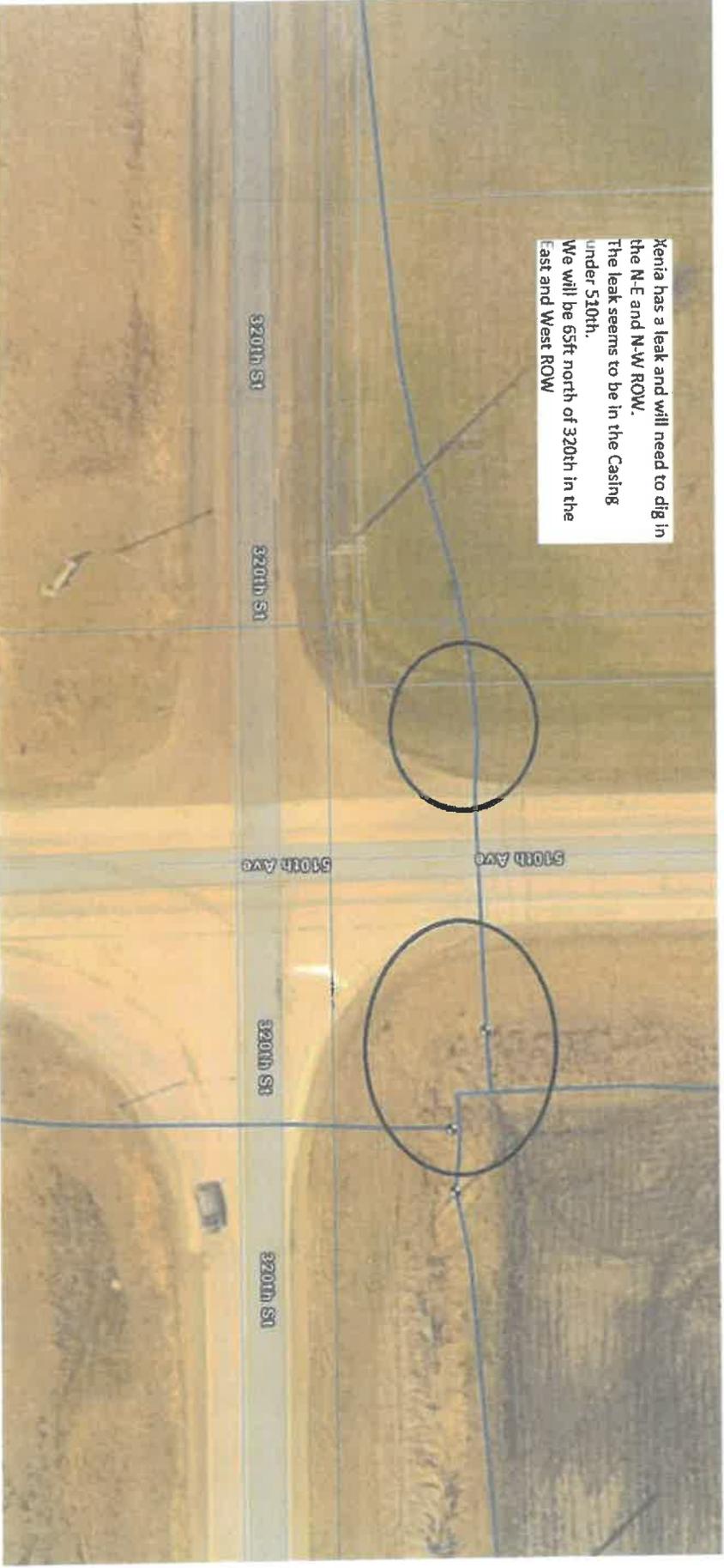
SLATER

210

370th Ave



Xenia has a leak and will need to dig in the N-E and N-W ROW.
The leak seems to be in the Casing under 510th.
We will be 65ft north of 320th in the East and West ROW



STORY COUNTY UTILITY PERMIT

Date 4-4-25

To the Board of Supervisors, Story County, Iowa:

The Garden Wind LLC (NextEra Energy) Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 15430 Endeavor Drive, Jupiter, FL 33478, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Overhead Electric on secondary route 100th Street, from Hwy 65 to _____, a distance of 0.25 miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:

Requesting Crossing Permits at 100th Street of existing transmission lines. Replacing poles 197 & 198. No new transmission lines are being added and no existing being taken down. Lines will stay in place as is.

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable. Utility depth requirements shall meet Iowa Administrative Code 761—115.13(306A).

3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.

4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.

5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.

6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.

7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

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

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

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed in the ditch bottom near the backslope or on top of the backslope near the r.o.w. line.

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

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

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

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

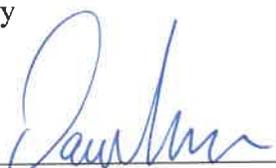
Date 4/1/2025

Garden Wind LLC (NextEra Energy)
Name of Company (Applicant - Permittee)

Brian DePrez, Agent for Applicant 515-480-8700
by _____ Phone no.

Recommended for Approval:

Date 4-4-25



County Engineer 515-382-7355
Phone no.

Approved:

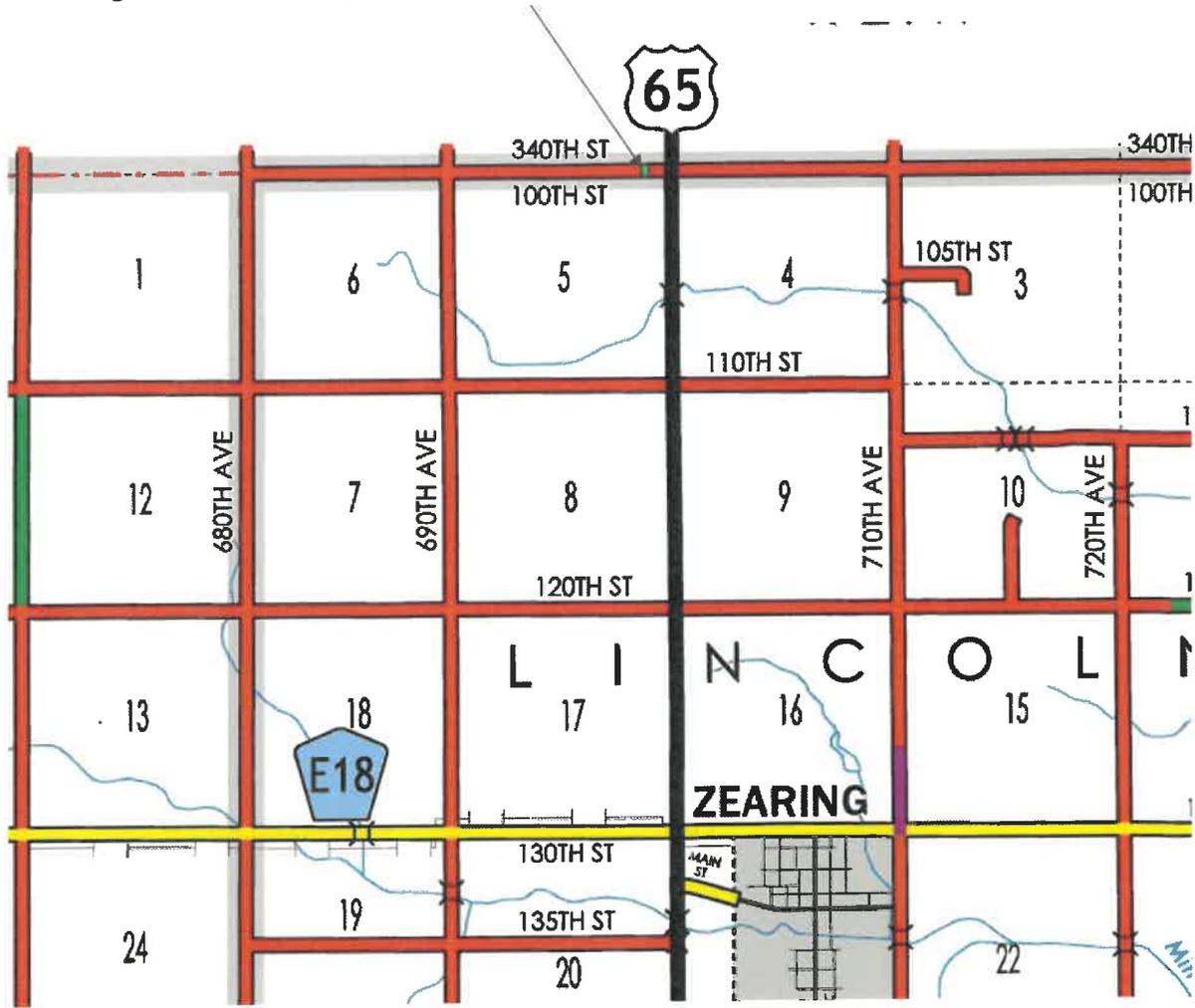
Date 4-8-25



Chair, Board of Supervisors
Story County, Iowa

A plat shall be attached to the copy submitted.

Crossing over 100th Street just west of HWY 65



Replacing Poles 197 & 198 – Lines crossing 100th Street



DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Leanne Harter, 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 25-77**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Chad Schneider, Hastings and Gartin Law Group, LLP on behalf of the property owners, involving real estate located at 28689 650th Ave, Maxwell, Iowa 50161, in Section 04 of Indian Creek Township, identified as Parcel #15-04-400-115 and hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Matthew D. Coughenour, Alexis L. Coughenour, and Trevor D. Coughenour, 28689 650th Ave. Maxwell, Iowa 50161, are the legal titleholders of said real estate, and

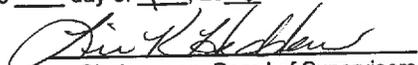
WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, Code of Iowa, and as prescribed by the Story County C2C Plan and the Code of Ordinances of Story County, Iowa, have been complied with and met,

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.

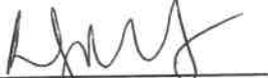
NOW, THEREFORE, BE IT RESOLVED that the Residential Parcel Subdivision Plat of the Coughenour Subdivision involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted, and all acts and deeds of the said owners and grantors in the 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 Coughenour 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 25-77 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 8th day of April, 2025.

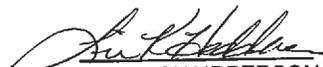

Chairperson, Board of Supervisors

Attest:


County Auditor

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

 Above tabulation made by 
CHAIRPERSON

ATTACHMENT A

Survey Description:

The Northwest Quarter of the Southeast Quarter, except that part lying West of East Indian Creek, and the Northeast Quarter of the Southeast Quarter, except Parcel A therein, as shown on the Plat of Survey filed in Book 12, Page 47, all in Section 4, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, and all together being more particularly described as follows: Beginning at the Center of said Section 4; thence S89°59'51"E, 1323.15 feet to the Northwest Corner of said Northeast Quarter of the Southeast Quarter; thence S89°58'47"E, 321.57 feet along the north line thereof to the Northwest Corner of said Parcel A; thence S00°16'23"E, 1307.39 feet along the west line thereof to its intersection with the south line of the North Half of said Southeast Quarter; thence S89°52'43"W, 1027.06 feet along said line to the centerline of East Indian Creek; thence following said centerline N08°33'29"W, 65.12 feet; thence N39°54'59"W, 119.30 feet; thence N12°01'28"W, 100.96 feet; thence N06°38'37"E, 97.32 feet; thence N07°55'06"W, 137.99 feet; thence N56°24'25"W, 107.31 feet; thence N48°32'54"W, 82.23 feet; thence N17°00'18"W, 79.15 feet; thence N16°55'01"E, 119.60 feet; thence N11°30'59"W, 105.21 feet; thence N28°00'31"W, 118.08 feet; thence N69°45'51"W, 131.71 feet; thence N62°18'36"W, 141.15 feet; thence N50°32'30"W, 56.81 feet to the west line of said Southeast Quarter; thence N00°12'51"W, 163.21 feet along said line to the point of beginning, containing 38.73 acres.

ATTACHMENT B

Staff Report

Story County Board of Supervisors



Date of Meeting: April 8, 2025

Staff Project Manager: Leanne Harter

Case Number: SUB25-000002

Name of Subdivision: Coughenour Subdivision

Resolution No. 25-77

REQUESTED ACTION

The request is for a Residential Parcel Subdivision to create one lot (with the existing dwelling) and an outlot as permitted in Section 87.07 Residential Parcel Subdivision Plat of the *Story County Code of Ordinances*.

RECOMMENDATION

All requirements for a Residential Parcel Subdivision are met. Planning and Development staff recommend approval of the subdivision as submitted.

APPLICANT(S): Chad Schneider, Hastings and Gartin Law Group, LLP

PARCEL IDENTIFICATION NUMBER(S)
15-04-400-115

DISTRICTS

A-1 Agricultural Zoning District, Story County Ambulance, Maxwell Fire, Consumers Energy, Iowa Rural Utilities Association, East Indian Creek Watershed, Collins-Maxwell School District.

SIZE OF PARCEL/AREA

Gross Acres 42.79

CITIES WITHIN TWO MILES OF PROPOSED SUBDIVISION REQUEST

The proposed subdivision is not within two miles of any city.

PROPERTY OWNER(S): Matthew D. Coughenour, Alexis L. Coughenour, and Trevor D. Coughenour

GENERAL PROPERTY LOCATION

Located at 28689 650th Ave. in Section 04 of Indian Creek Township

LAND USE FRAMEWORK DESIGNATION

The subject property is designated as Agricultural Conservation Area and Natural Resource Areas on *Story County Land Use Framework Map* adopted with the Cornerstone to Capstone (C2C) Plan.

CURRENT LAND USE

The site is assessed as an Agricultural use by the Story County Assessor's Office.



Background

Description of Proposed Subdivision

The request is for a Residential Parcel Subdivision to create one (1) buildable parcel (containing the existing single-family dwelling with no additional development proposed), and an outlot as permitted in Section 87.07 Residential Parcel Subdivision Plat of the *Story County Code of Ordinances*. The applicable requirements are outlined below.

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 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.

Property History

The property contains a single-family dwelling that was permitted and constructed in 2024. The permit for the construction of the dwelling was issued as the property met the required 35-acre minimum. The property is required to complete a Residential Parcel Subdivision to divide the parcel where the house will be on a smaller lot size.

Current and Future Land Use

The current parcel is 38.22 net-acres and zoned A-1 Agricultural. All proposed lots will retain this zoning. At present, the existing parcel contains a single-family dwelling.

The future intent is for proposed Lot 1 to be used for the existing dwelling and the outlot for row crop production with a stream easement for the special flood hazard area identified.

The property is designated as Agricultural Conservation and Natural Resources Areas on the Cornerstone to Capstone (C2C) Future Land Use Map. Principles for the Agricultural Conservation designation include:



- Conserving agricultural land, as well as agricultural practices, is a fundamental principle in Story County. Areas are identified, conserved, and enhanced within the county for farming practices and agricultural production.
- Continue to work towards strategies that promote alternative agricultural methods that work in harmony with conventional operations. A variety of farm types is a good thing.

Principles for the Natural Resources Areas designation include:

- Generally discourage development within these areas. In unique circumstances where appropriate development types may enhance the area, recognize and encourage such approaches.
- Mitigate impacts of proposed development contiguous to areas identified as Natural Resource Area.
- Consider areas identified as Natural Resource Area for inclusion in the Greenbelt-Conservation District of the Land Development Regulations and/or take necessary steps to ensure resource conservation through other mechanisms.
- Develop site planning and performance standards to apply to properties designated as Natural Resource Area not included in the Greenbelt-Conservation District and in which limited development may occur

Current Surrounding Land Use

The property is in the Northwest Quarter Northeast Quarter of Section 32 of Union Township. Adjacent properties include:

North

A 40 net-acre parcel in the A-1 Zoning district. This parcel is owned by Robert W. and Kimberlee K Carney and is used as row crop production. The property is also broken up with existing trees and vegetation and a pond.

South

A 7.75 net-acre parcel in the A-1 Zoning district. This parcel is owned by Matthew D. Coughenour, Alexis L. Coughenour, and Trevor D. Coughenour and is a vacant parcel.

East

A 38.22 net-acre parcel in the A-1 Zoning district. This parcel is owned by Christen Lyn McClain and Robert James McLain and is in row crop production. There exists an existing access easement through this property from which the lots in the Coughenour Subdivision gain access to 650th Avenue.

West

A 12.03 net-acre parcel in the A-1 Zoning district. This parcel is owned Diana Claire Grebasch Trustee and Diana Claire Grebasch Revocable Trust and is currently vacant with existing trees and vegetation.

Analysis

The proposed subdivision is consistent with the criteria outlined above in Section 87.07 Residential Parcel Subdivision Plat of the *Story County Code of Ordinances* as noted below:



All requirements are satisfied.

Not all requirements are satisfied and those exceptions are noted below:

Erosion control requirements in [Section 88.05](#) will apply to any development of the lots. The requirements include a construction buffer from sensitive natural areas and other requirements for temporarily stabilization of disturbed soils on a site.

Points to consider in evaluating the applicant’s request to divide property through the Residential Parcel Subdivision Plat process to create one (1) development lot and an outlet:

1. All requirements for a Residential Parcel Subdivision Plat in Section 87.07 of the Story County Land Development Regulations have been met.

Commentary

The following comments are part of the official record of the proposed Coughenour Subdivision, Case No. SUB25-000002. If necessary, conditions of approval may be formulated based off these comments.

Comments from the Interagency Review Team

The proposal underwent the usual Interagency Review and the following comments were provided. The applicant has responded to all comments and no outstanding issues or concerns exist.

Story County Planning and Development Questions and Comments

1. Are restrictive and/or protective covenants proposed? If so, please provide a copy of these restrictive covenants.
2. Erosion control requirements in Section 88.05 will apply to any development of the lots. The regulations include requirements for temporary stabilization of disturbed soils on site.
3. We may conduct a general site review prior to presenting the proposed subdivision to the Board of Supervisors (weather dependent). Property owners do not need to meet us on the site, but we will take pictures of the property.
4. We will send notice to property owners within a ¼ mile of the proposed subdivision, and we may also place a sign on the property regarding the proposed subdivision, depending on the weather.
5. Planning and Development Staff will provide a resolution for the Board of Supervisors, as well as the Auditor’s approval of the plat name. Upon approval, a copy of the resolution will be available in our office.
6. Will the property owner to the west be notified of the property boundaries being modified?

Story County Conservation Comments

1. The subject parcel is not identified on the Sensitive Areas report. Likelihood of remnant native vegetation communities, i.e. savanna or prairie, are not likely. It is included in the Natural Resource Area overlay. The area does offer significant riparian corridor functions - increasing wildlife habitat and water quality benefits. The owner is placing an important waterway easement on the parcel which will serve to protect a portion of those functions. Conservation has no objections.



Story County Assessor’s Office Comments

1. After the Parcel is Split, the new parcel with the dwelling will be reviewed for Agricultural or Residential Classification for the 01/01/2026 assessment.

Floodplain Management Program Comments

The property is located in a Special Flood Hazard Area as defined by FEMA. The proposed outlot contains a significant amount of mapped floodplain. Any development in the floodplain shall abide by the adopted floodplain regulations in [Chapter 80](#). The FEMA mapped flood hazard area is shown on the subdivision plat. The property owners have granted a drainage easement to the County.

Comments from the General Public

Letters were mailed to surrounding property owners on March 27, 2025, regarding the Board of Supervisors’ meeting on the request. No public commentary was received or recorded at the time this report was published.

Conditions

None

Alternatives

Story County Planning and Development Staff recommend alternative 1 below regarding the Coughenour Residential Parcel Subdivision as submitted.

1. The Story County Board of Supervisors approves Resolution #25-77, the Coughenour Subdivision, a Residential Parcel Subdivision, as submitted.
2. The Story County Board of Supervisors approves Resolution #25-77, the Coughenour Subdivision, a Residential Parcel Subdivision, with conditions.
3. The Story County Board of Supervisors denies Resolution #25-77, the Coughenour Subdivision, a Residential Parcel Subdivision, as submitted.
4. The Story County Board of Supervisors tables the decision on Resolution #25-77, the Coughenour Subdivision, a Residential Parcel Subdivision, 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.

Attachments to the Staff Report

- Submitted application and plans
- Public Comments
- Written responses from applicants to comments
- Legal Description
- Resolution from city within two miles (if applicable)
- Other

INDEX LEGEND	
LOCATION:	IN THE N1/2, SE1/4 OF SEC. 4-82-22 STORY COUNTY, IOWA
PROPRIETOR:	MATTHEW D. COUGHENOUR ALEXIS L. COUGHENOUR TREVER D. COUGHENOUR
REQUESTED BY:	TREVER COUGHENOUR
PREPARED BY & RETURN TO:	R. BRADLEY STUMBO, PLS #17161 STRAND ASSOCIATES, INC. AMES, IA 50010 515-233-0000

**FINAL PLAT
COUGHENOUR SUBDIVISION**

A RESIDENTIAL PARCEL SUBDIVISION
IN THE N1/2, SE1/4 OF SEC. 4-82-22
STORY COUNTY, IOWA

Survey Description:
The Northwest Quarter of the Southeast Quarter, except that part lying West of East Indian Creek, and the Northeast Quarter of the Southeast Quarter, except Parcel A therein, as shown on the Plat of Survey filed in Book 12, Page 47, all in Section 4, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, and all together being more particularly described as follows:

Beginning at the Center of said Section 4; thence S89°59'51"E, 1323.15 feet to the Northwest Corner of said Northeast Quarter of the Southeast Quarter; thence S89°58'47"E, 321.57 feet along the north line thereof to the Northwest Corner of said Parcel A; thence S00°16'23"E, 1307.06 feet along the west line thereof to its intersection with the south line of the North Half of said Southeast Quarter; thence S89°52'43"W, 1027.06 feet along said line to the centerline of East Indian Creek; thence following said centerline N08°33'29"W, 65.12 feet; thence N39°54'59"W, 119.30 feet; thence N12°01'28"W, 100.96 feet; thence N06°38'37"E, 97.32 feet; thence N07°55'06"W, 137.99 feet; thence N56°24'25"W, 107.31 feet; thence N48°32'54"W, 82.23 feet; thence N17°00'18"W, 79.15 feet; thence N16°55'01"E, 119.60 feet; thence N11°30'59"W, 105.21 feet; thence N28°00'31"W, 118.08 feet; thence N69°45'51"W, 131.71 feet; thence N62°18'36"W, 141.15 feet; thence N50°32'30"W, 56.81 feet to the west line of said Southeast Quarter; thence N00°12'51"W, 163.21 feet along said line to the point of beginning, containing 38.73 acres.

Easement Description - Drainage:
That part of Outlot A in Coughenour Subdivision of part of the North Half of the Southeast Quarter of Section 4, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, being more particularly described as follows:

Beginning at the Northwest Corner of said Outlot A; thence S89°59'51"E, 415.29 feet along the north line thereof; thence S40°07'38"E, 120.86 feet; thence S37°53'43"E, 161.50 feet; thence S29°34'01"E, 52.00 feet; thence S64°32'34"E, 54.08 feet; thence N64°39'31"E, 99.06 feet; thence N68°37'42"E, 317.54 feet; thence N26°48'23"E, 64.28 feet; thence N78°51'01"E, 246.32 feet; thence N84°27'13"E, 115.99 feet; thence S85°57'14"E, 123.30 feet; thence N82°50'36"E, 84.23 feet to the east line of said Outlot A; thence S00°16'23"E, 178.95 feet along said line; thence S74°52'57"W, 64.42 feet; thence N72°50'40"W, 187.14 feet; thence S71°44'22"W, 175.35 feet; thence S49°15'03"W, 140.75 feet; thence S45°26'05"W, 102.11 feet; thence S62°09'11"W, 249.12 feet; thence S28°27'46"W, 165.39 feet; thence S63°07'34"W, 131.76 feet; thence S37°45'36"E, 162.91 feet; thence S00°20'28"E, 108.34 feet; thence S11°05'08"E, 254.42 feet; thence S13°46'51"E, 133.78 feet to the south line of said Outlot A; thence S89°52'43"W, 199.40 feet to the Southwest Corner thereof and the centerline of East Indian Creek; thence following the boundary of said Outlot A and said centerline N08°33'29"W, 65.12 feet; thence N39°54'59"W, 119.30 feet; thence N12°01'28"W, 100.96 feet; thence N06°38'37"E, 97.32 feet; thence N07°55'06"W, 137.99 feet; thence N56°24'25"W, 107.31 feet; thence N48°32'54"W, 82.23 feet; thence N17°00'18"W, 79.15 feet; thence N16°55'01"E, 119.60 feet; thence N11°30'59"W, 105.21 feet; thence N28°00'31"W, 118.08 feet; thence N69°45'51"W, 131.71 feet; thence N62°18'36"W, 141.15 feet; thence N50°32'30"W, 56.81 feet to the west line of said Southeast Quarter; thence N00°12'51"W, 163.21 feet to the point of beginning.

- Notes:**
- Lot 1 is served by private septic and I.R.U.A.
 - Outlot A is not intended for development and will not have services.
 - All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.

Districts:
Zoning: A-1 (Agricultural)
School: Collins-Maxwell
Fire: Maxwell
Ambulance: Story County
Utilities: Consumers Energy, Iowa Rural Utilities Assn.
Watershed: East Indian Creek



STRAND ASSOCIATES
Strand Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

R. BRADLEY STUMBO, PLS
License number 17161
My license renewal date is December 31, 2025.

DATE



Space above for recording data

Prepared By & Return to: Chad E. Schneider, Att’y at Law, 627 Main St., Ames, IA 50010 | (515)232-2501

DRAINAGE EASEMENT

1. **Grant of Easement.** The undersigned, **Matthew D. Courghenour and Mary P. Coughenour**, a married couple, and **Trever D. Courghenour and Alexis L. Coughenour**, a married couple, (hereinafter referred to as the “Grantor”), owners of the real estate described as follows:

Outlot A, Coughenour Subdivision, Story County, Iowa.

in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey to **Matthew D. Courghenour**, a married person, and **Trever D. Courghenour and Alexis L. Coughenour**, a married couple, (hereinafter referred to as the “Grantee”), owners of the real estate described as follows:

Lot 1, Coughenour Subdivision, Story County, Iowa.

a permanent and perpetual easement (hereinafter referred to as “Easement Area”) and right-of-way upon, over, under, through, and across the real property legally described on Exhibit A (the Easement Area), attached hereto and by this reference included herein.

2. **Use and Purpose of Easement.** This Easement shall be granted for the purpose of a drainage easement over, under, and across the Easement Area and to permit and allow the Grantee to enter upon, over, under, through, and across the Easement Area to use as much of the surface and subsurface thereof to, replace, locate, rebuild, reconstruct, patrol, repair and to forever maintain the Easement Area whenever necessary within the Easement granted herein. No structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement without the express written consent of the Grantee.

3. **Jurisdiction and Venue.** Subject to the limitations in paragraph 12, the City and the Grantor agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement, and said parties shall consent to the jurisdiction of Story County, Iowa.

4. **Benefits and Burdens Running.** The terms and conditions of this Easement are binding upon the Grantor including, but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

5. **Words and Phrases.** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

6. **Attorney's Fees.** Either party may enforce this instrument by appropriate action, and should they prevail in such litigation they shall recover as part of their costs reasonable attorney's fees incurred in such litigation.

7. **Parties.** The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claim of all persons whomsoever, except as may be herein stated.

8. **Integration.** This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

9. **Paragraph Headings.** The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with, the interpretation of this Agreement.

Matthew D. Coughenour

Date

Mary P. Coughenour

Date

Trevor D. Coughenour

Date

Alexis L. Coughenour

Date

State of Iowa, County of Story) SS.

This instrument was acknowledged before me on the ____ day of _____ 2025, by Matthew D. Coughenour, Mary P. Coughenour, Trevor D. Coughenour, and Alexis L. Coughenour.

Notary Public in and for
said State and County

Exhibit A

That part of Outlot A in Coughenour Subdivision of part of the North Half of the Southeast Quarter of Section 4, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, being more particularly described as follows:

Beginning at the Northwest Corner of said Outlot A; thence S89°59'51"E, 415.29 feet along the north line thereof; thence S40°07'38"E, 120.86 feet; thence S37°53'43"E, 161.50 feet; thence S29°34'01"E, 52.00 feet; thence S64°32'34"E, 54.08 feet; thence N64°39'31"E, 99.06 feet; thence N68°37'42"E, 317.54 feet; thence N26°48'23"E, 64.28 feet; thence N78°51'01"E, 246.32 feet; thence N84°27'13"E, 115.99 feet; thence S85°57'14"E, 123.30 feet; thence N82°50'36"E, 84.23 feet to the east line of said Outlot A; thence S00°16'23"E, 178.95 feet along said line; thence S74°52'57"W, 64.42 feet; thence N72°50'40"W, 187.14 feet; thence S71°44'22"W, 175.35 feet; thence S49°15'03"W, 140.75 feet; thence S45°26'05"W, 102.11 feet; thence S62°09'11"W, 249.12 feet; thence S28°27'46"W, 165.39 feet; thence S63°07'34"W, 131.76 feet; thence S37°45'36"E, 162.91 feet; thence S00°20'28"E, 108.34 feet; thence S11°05'08"E, 254.42 feet; thence S13°46'51"E, 133.78 feet to the south line of said Outlot A; thence S89°52'43"W, 199.40 feet to the Southwest Corner thereof and the centerline of East Indian Creek; thence following the boundary of said Outlot A and said centerline N08°33'29"W, 65.12 feet; thence N39°54'59"W, 119.30 feet; thence N12°01'28"W, 100.96 feet; thence N06°38'37"E, 97.32 feet; thence N07°55'06"W, 137.99 feet; thence N56°24'25"W, 107.31 feet; thence N48°32'54"W, 82.23 feet; thence N17°00'18"W, 79.15 feet; thence N16°55'01"E, 119.60 feet; thence N11°30'59"W, 105.21 feet; thence N28°00'31"W, 118.08 feet; thence N69°45'51"W, 131.71 feet; thence N62°18'36"W, 141.15 feet; thence N50°32'30"W, 56.81 feet to the west line of said Southeast Quarter; thence N00°12'51"W, 163.21 feet to the point of beginning.

ATTORNEY'S TITLE OPINION

I, Chad E. Schneider, hereby state that I am an Attorney at Law, duly admitted to the practice of law in the State of Iowa, and a member of the firm of Hastings & Gartin Law Group, LLP, with offices at 409 Duff, Ames, IA 50010. I further state that I have examined the Abstract of Title to the following described real estate located in Story County, Iowa:

That part of the SE ¼ lying East of the East Indian Creek in Section 4, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, EXCEPT Lots 10, 11, 12 and Sublot 1 of Lot 11 in the S ½ of the SE ¼ of said Section 4 AND EXCEPT Parcel "A" a part of the E ½ of the SE ¼ of Sec. 4 – T82N – R22W of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey recorded on April 15, 1984, in Book 12, Page 47..

locally known as 28689 650th Ave., Maxwell, Iowa 50161, from the date of the Root of Title thereof down to and including February 7, 2025, which abstract was last certified by Abstract & Title Services of Story County. The real estate has been subdivided and part of it is now to be known as the *Coughenour Subdivision*.

Based upon information within the Abstract of Title, it is my opinion that the fee simple title to said real estate is held by **Matthew D. Coughenour**, a married person, **and Trevor D. Coughenour and Alexis L Coughenour**, a married couple, all as joint tenants.

Said real estate is encumbered by a construction mortgage given by Matthew D Coughenour and Mary P. Coughenour, a married couple, and Trevor D. Coughenour and Alexis L. Coughenour, a married couple, to South Story Bank & Trust, signed August 30, 2024, and filed August 30, 2024, as Inst. No. 24-06270 in the Office of the Story County Recorder. Said mortgage secures a line of credit in the amount of \$560,000.00 with the original principal amount of \$310,000.00.

Said real estate is benefited by a 30-foot easement for ingress and egress purposes over, across, and through Parcel "A" filed on May 17, 2024, as Inst. No. 24-03140 in the Office of the Story County Recorder.

It is my opinion that the real estate is further subject to easements and restrictions of record and to the Zoning and Land Use Ordinances of Story County, Iowa.

Dated this 13th day of February 2025.

Hastings & Gartin Law Group, LLP

/s/ Chad E. Schneider

Chad E. Schneider
409 Duff Ave.
Ames, IA 50010

T: (515) 232-2501
F: (515) 232-2525
chadschneider@hglawia.com



February 21, 2025

Story County Auditor
900 6th St.
Nevada, IA 50201

Re: Approval of Subdivision Name

Dear Story County Auditor's Office:

I am requesting approval of the name for a subdivision for my client for the real property locally known as 28395 657th Ave., Maxwell, IA 50161, and legally described as follows:

That part of the SE ¼ lying East of the East Indian Creek in Section 4, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, EXCEPT Lots 10, 11, 12 and Sublot 1 of Lot 11 in the S ½ of the SE ¼ of said Section 4 AND EXCEPT Parcel "A" a part of the E ½ of the SE ¼ of Sec. 4 – T82N – R22W of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey recorded on April 15, 1984, in Book 12, Page 47.

The proposed name of the subdivision is as follows:

Coughenour Subdivision

See attached Final Plat.

Please email me a copy of the name approval and forward a copy to Story County Planning & Zoning.

Respectfully,

Hastings & Gartin Law Group

A handwritten signature in black ink, appearing to read 'Chad E. Schneider', is written over the typed name.

Chad E. Schneider
Attorney & Counselor at Law
chadschneider@hglawia.com

Craig R. Hastings (1949-2016)

Timothy L. Gartin | Chad E. Schneider | Joseph B. Wallace

409 Duff Avenue, Ames, Iowa 50010-6395 | 515-232-2501 | Fax 515-232-2525 | www.hglawia.com

Space above for recording data

Prepared & Return to: Chad E. Schneider, Attv. at Law, 409 Duff Ave., Ames, IA 50010 | (515) 232-2501

**CERTIFICATE OF THE TREASURER
OF
STORY COUNTY, IOWA**

State of Iowa, County of Story) SS.

I, Ted Rasmuson, Treasurer of Story County, Iowa, hereby certify that the records in this office now show that the real estate, legally described as follows:

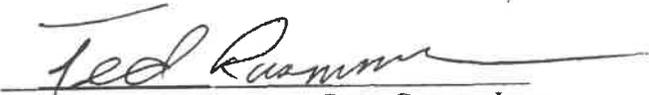
That part of the SE $\frac{1}{4}$ lying East of the East Indian Creek in Section 4, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, EXCEPT Lots 10, 11, 12 and Sublot 1 of Lot 11 in the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 4 AND EXCEPT Parcel "A" a part of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 4 – T82N – R22W of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey recorded on April 15, 1984, in Book 12, Page 47.

(Parcel No. 15-04-400-115)

is free from certified taxes and special assessments against:

Matthew D. Coughenour, Trever D. Coughenour, and Alexis L Coughenour who are the record title holders of said real estate, as of the date subscribed below.

Dated this 24th day of February, 2025.

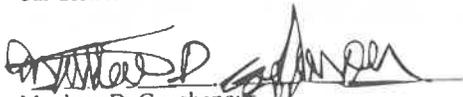

Ted Rasmuson, Treasurer, Story County, Iowa

CONSENT TO PLAT

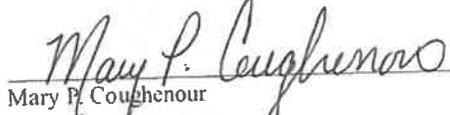
Property: 28689 650th Ave., Maxwell, Story County, Iowa 50161, legally described as follows:

That part of the SE ¼ lying East of the East Indian Creek in Section 4, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, EXCEPT Lots 10, 11, 12 and Sublot 1 of Lot 11 in the S ½ of the SE ¼ of said Section 4 AND EXCEPT Parcel "A" a part of the E ½ of the SE ¼ of Sec. 4 - T82N - R22W of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey recorded on April 15, 1984, in Book 12, Page 47.

LET IT BE KNOWN that we, the owners of the abovementioned property, do swear or affirm that the Final Plat of the Coughenour Subdivision was prepared with our free consent and in accordance with our desires.


Matthew D. Coughenour

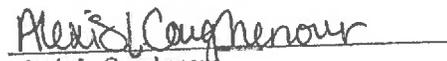
2-18-25
Date


Mary P. Coughenour

2-18-25
Date


Trevor D. Coughenour

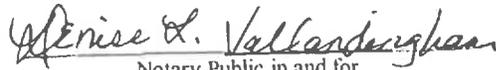
2-18-25
Date

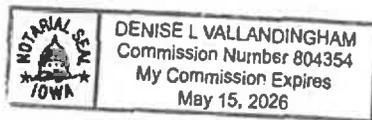

Alexis L. Coughenour

2-18-25
Date

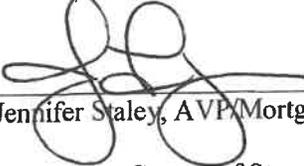
State of Iowa, County of Story) SS.

This instrument was acknowledged before me on the 18 day of February, 2025, by Matthew D. Coughenour, Mary P. Coughenour, Trevor D. Coughenour, and Alexis L. Coughenour.


Notary Public in and for
said State and County

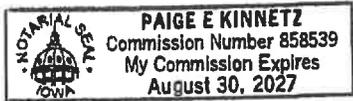


South Story Bank & Trust:

by 
Jennifer Staley, AVP/Mortgage Banker
State of Iowa, County of Story) SS.

2/13/25
Date

This instrument was acknowledged before me on the 13th day of February 2025, by Jennifer Staley, AVP/Mortgage Banker for South Story Bank & Trust.




Notary Public in and for
said State and County



Secondary Road Department
Darren R. Moon, P.E. County Engineer

Road Department
Quarterly Board Report
4-08-2025

Maintenance Work Update:

The spring thaw has started on our gravel roadways and so far the roads have held up well with only a few isolated frost boil issues. With the warmer weather, our crews have moved on to some ditch cleaning work and some bridge repairs. We hope to start our contract rock hauling project this month which will be in the north central portion of the county.

Construction Project Updates:

	<u>Cost</u>	<u>Status</u>
6 projects in 2025:		
E15 Asphalt Overlay	\$ 729,434 - FA funds	Let
E41 Asphalt Overlay	\$ 622,262 - FM	Let
150 th St. Skunk River Bridge	\$ 1,233,758 – FA	Let
325 th St. Maxwell Bridge	\$ 514,450 – Grant	Let
Milford 24 Bridge	\$ 423,735	Let
Stagecoach Rd Box Culvert	\$ 99,951	Let

Construction Project Design:

-The 325th St. Maxwell bridge replacement project was let and construction will take place in 2025. Letters were sent to landowners in the area informing them about the upcoming road closure and detour routes. There is no indication yet from the contractor, PCI, on a start date.

-The 150th St. bridge over the Skunk River was let and was awarded to Herberger Construction Inc. Construction will not start until the water temperatures are above 40 degrees in order to meet the DNR requirements for mussel relocation.

Biennial Bridge Inspections:

Our bridge inspections have been completed and we are waiting for the written report. We did have to close one bridge on 150th St. when some deteriorated wood piling was found to be in poor enough condition that it was causing a safety issue. We have started working on some piling repairs with our crews and if everything goes as planned, we should be able to open the bridge back up in the next few weeks.

Federal Transportation Bill: -Infrastructure Investment and Jobs Act – IIJA

-ICEA Grants Committee update:

--SS4A: (Safety) Story County Safety Action Plan should be complete in the next couple of months.

--CHBP: Story County has a bridge included in a statewide application for 33 bridges. Our bridge replacement project is located on 115th St. in Howard Section 11 and is estimated to cost \$700,000. This bridge will be tied to a project in Warren County if the grant is approved.

DOT Construction:

The Hwy 210 bridge over I-35 closed last month and is scheduled to be closed for the rest of the year. This is adding a lot of extra traffic on some gravel roads in the area so these roads will require extra maintenance all year. We encourage traffic to follow the posted paved detour routes as much as possible.

Building Repairs:

Our radiant heating system in our main shop is over 50 years old and has required a number of repairs in recent years and parts are becoming increasingly difficult to find. The replacement cost will be around \$33,000 and we have enough money in our building maintenance budget to cover it this year. Unfortunately, one of the recent high wind events damaged the roof on one of our truck sheds and the roof will need to be replaced. We received a couple of quotes of around \$26,000 to replace the rubber roof but we have decided to replace the roof with our own crew using sheet metal at a much lower cost.

Plow Truck Orders:

It is still anticipated that we will receive the one dump truck this fiscal year that we ordered over three years ago. There were two more dump trucks that were expected to come in this spring but we have been notified that those trucks are now pushed out another one to two years due to a backlog on the snow equipment fabricator side of things. We are looking at some other truck options and brands to try to get back on track with our truck replacements.

City of Ames Sewer Line Projects:

The City of Ames is constructing two sewer line projects in areas that they have not yet annexed due to some federal grants. The 550th Ave. and Ken Maril Rd. project southeast of Ames is nearly complete. The intersection of 550th Ave. and 265th St. was closed this past week to complete the south manhole which is in the middle of the intersection.

Drainage Districts:

The tile replacement project in DD #69 has started. This is the project in Milford 24 where the trees from across the road have plugged the tile.

Main Shop Expansion Project:

Our department has a main shop expansion project in the CIP for FY26. We have budgeted some funds for design work this FY and have starting talking to an architect. We have a concept drawing and will work with the architect to refine it in order to come up with a cost estimate to bring to the board. We currently do not have a meeting/lunchroom or a heated truck wash bay for our maintenance department and this project would address those issues.



STORY COUNTY

Facilities Management

JOBY BROGDEN

Director
515.382.7401

MATT MILLER

Assistant
515.382.7402

Story County Administration
900 6th St.

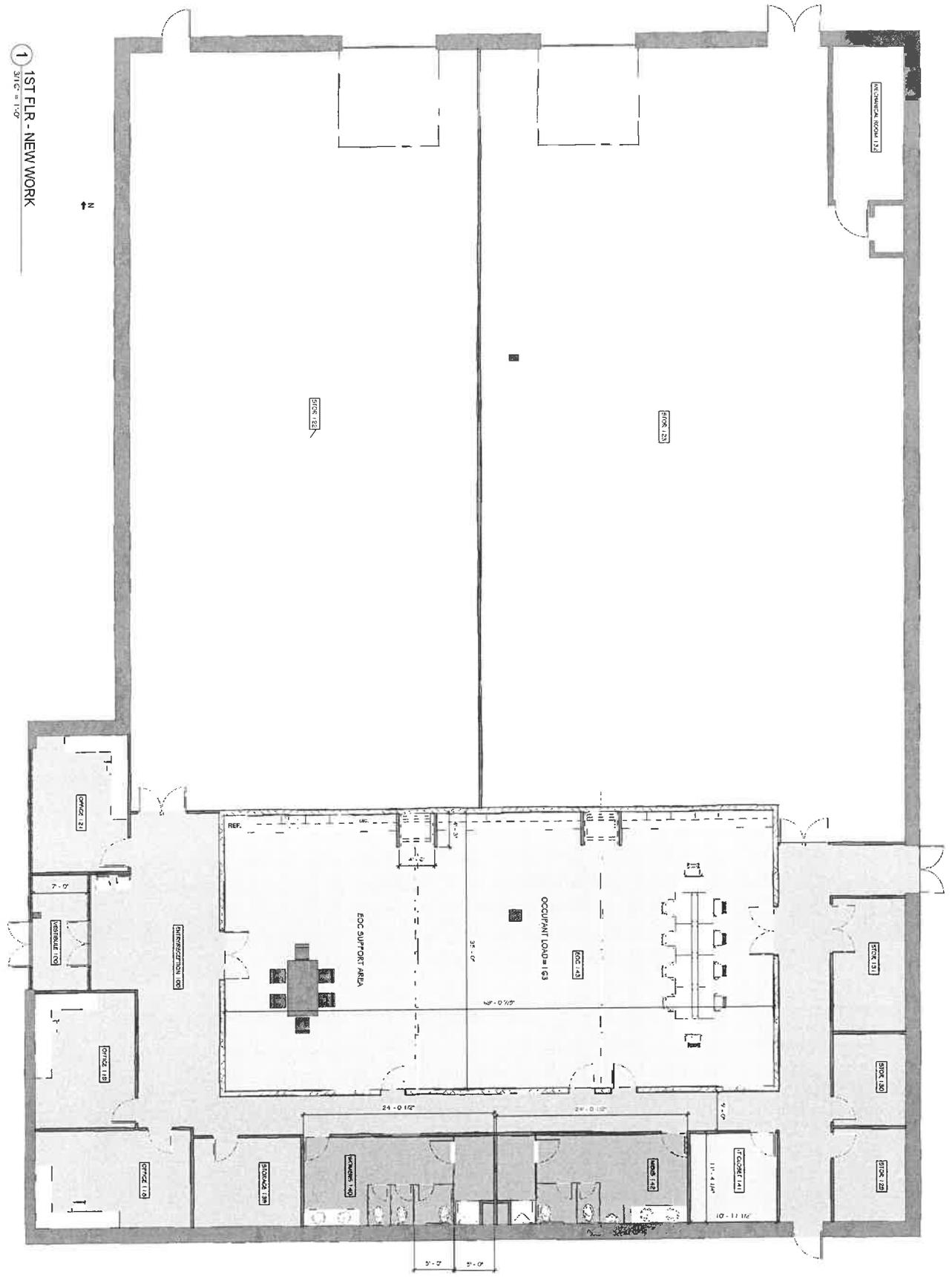
Nevada, Iowa 50201
515.382.7404 FAX

DATE: April 2, 2025
TO: Board of Supervisors
FROM: Joby J. Brogden
RE: Office Space For CICS

The Facilities Management Department was approached by CICS, in reference to whether Story County BOS would be interested in providing office space for two CICS staff members in a low to no cost lease arrangement at the Human Services Center in Ames.

The office space in reference would be in the lower level of the building on the East end of the General Assistance office area, the same area that has previously been leased to CICS. The requested space would consist of two private offices, an area for a full-size copier, and network space for an internet connection.

Facilities Management is seeking direction whether to move forward with presenting lease options, discussing lease rate, and lease terms.



1 1ST FLR - NEW WORK
3/12/07

RMH
ARCHITECTS
1815 Golden Aspen Drive
Suite 110
Aurora, Iowa 50010
515 282 8075 Phone
515 282 8370 Fax
mail@rmharchitects.com
www.rmharchitects.com

Project Name
2006

Plot Record
REVIEW

Revision Record
3/7/2007

Consultant

PRELIMINARY ONLY
NOT FOR CONSTRUCTION

STORY COUNTY EOC BLDG
Erie Avenue West

1ST FLOOR PLAN - NEW WORK 07

A2.3



Story County Emergency Operations Center

Mosaic Building Remodeling 2025

Project Cost Opinion

Design Status: Schematic Design

	Units (SF)	\$/SF	
A. Building Cost			
1. Sitework		Lump Sum	\$25,000
2. Demolition	10,000	\$5	\$50,000
3. General Construction	5,860	\$170.50	\$999,130
4. Mechanical Construction	5,860	\$60.00	\$351,600
5. Electrical Construction	5,860	\$30.00	\$175,800
6. Generator/Back-up Power		Lump Sum	\$90,000
			\$1,691,530
General Requirements		4.20%	\$71,044
		Subtotal	\$1,762,574
Mark-up on Net General Costs		10%	\$107,413
Mark-up on Net Mech/Elec		5%	\$30,870
			\$1,900,857
B. Total Building & Site			
Construction Cost per Square Foot		\$ 324	
C. Total Professional Fee Estimate	8.00%		\$152,069
Architectural (RMH)	4.00%		
Structural	1.00%		
M/E/P/T	2.00%		
Civil	1.00%		
D. Administrative Costs	3.00%		\$57,026
<i>Cost Estimates, Soil Borings, Special Inspections</i>			
<i>Bid Document Printing & Distribution, Commissioning</i>			
E. Land Costs	0 Acres	Units (SF) 0	Dollars \$0.00
			\$0
F. Total Construction			\$2,109,952
H. Contingency		10%	\$210,995
I. Total Project Cost			\$2,320,947
Total Project Cost per Square Foot		\$ 396	

PROJECT: **STORY COUNTY EOC BUILDING**
 OWNER: **STORY COUNTY, IOWA**
 ARCHITECT **RMH ARCHITECTS**

LOCATION: **NEVADA, IOWA**
 DATE: **APRIL 3, 2025**
 STATUS: **PRELIMINARY**

DESCRIPTION OF WORK	TOTAL	% OF TOTAL
SITWORK	103,386	5.44%
GENERAL CONSTRUCTION	1,087,382	57.21%
MECHANICAL CONSTRUCTION	404,340	21.27%
ELECTRICAL CONSTRUCTION	305,670	16.08%
COST ESTIMATE TOTAL	\$1,900,778	

EXCLUDES STATE SALES TAXES

PROJECT: **STORY COUNTY EOC BUILDING**
 OWNER: **STORY COUNTY, IOWA**
 ARCHITECT: **RMH ARCHITECTS**

LOCATION: **NEVADA, IOWA**
 DATE: **APRIL 3, 2025**
 STATUS: **PRELIMINARY**

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	*** DIVISION 1 - GENERAL REQUIREMENTS ***				
2					
3	PROJECT SIGN	1	LS	1320.00	1320
4	TEMPORARY FACILITIES - ELECTRICITY - BY OWNER				
5	" " - WATER - BY OWNER				
6	" " - SANITARY	1	LS	935.00	935
7	" " - HEAT - NOT REQUIRED				
8	" " - STORAGE - NOT REQUIRED				
9	GENERAL EQUIPMENT & TOOL EXPENSE	1	LS	12782.00	12782
10	JOB SUPERVISION & FIELD OFFICES	1	LS	34134.00	34134
11	ENGINEERING & LAYOUT	1	LS	550.00	550
12	CONCRETE TESTING	1	LS	1650.00	1650
13	BOND & MISC FEES	1	LS	19800.00	19800
14	BUILDING PERMIT - NOT REQUIRED				
15					
16					
17					
18					
19	SUBTOTAL DIV. 1				71171
20					
21					
22	*** DIVISION 2 - EXISTING CONDITIONS ***				
23					
24	INTERIOR BUILDING DEMOLITION	10000	SF	5.00	50000
25					
26					
27	CUT & REMOVE EXTG CONCRETE SLAB				
28	- FOOTINGS	518	SF	5.43	2814
29	- PLUMBING CHANGES	398	SF	5.43	2162
30					
31					
32					
33					
34					
35					
36	SUBTOTAL DIV. 2				54976
37					
38					
39	*** DIVISION 3 - CONCRETE ***				
40					
41	NEW FOOTINGS @ CMU PARTITIONS				
42	- 2' X 1'	259	LF	59.96	15534
43					
44	PATCH FLOOR SLAB @ PLUMBING CHANGES	398	SF	11.00	4378
45					

PROJECT: **STORY COUNTY EOC BUILDING**
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NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
46	CONCRETE LID ON METAL DECK - 6" REINFORCED				
47	- HARDENED AREA	2489	SF	20.16	50165
48	- IT CLOSET	128	SF	20.16	2587
49					
50					
51					
52	SUBTOTAL DIV. 3				72664
53					
54					
55	*** DIVISION 4 - MASONRY ***				
56					
57	HARDENED AREA - 14' HIGH				
58	- CMU PARTITIONS - 8" GROUTED SOLID	2970	SF	33.00	98014
59					
60	IT CLOSET - 14' HIGH				
61	- CMU PARTITIONS - 8" GROUTED SOLID	657	SF	33.00	21673
62					
63					
64					
65					
66	SUBTOTAL DIV. 4				119687
67					
68					
69	*** DIVISION 5 - METALS ***				
70					
71	STEEL JOISTS @ HARDENED AREA	2489	SF	26.52	65996
72	- STEEL BEAMS FOR OPERABLE PARTITION SUPPORT	70	LF	74.56	5219
73	- METAL DECKING	2489	SF	8.11	20174
74					
75	STEEL JOISTS @ IT CLOSET	128	SF	26.52	3403
76	- METAL DECKING	128	SF	8.11	1040
77					
78					
79					
80	SUBTOTAL DIV. 5				95832
81					
82					
83	*** DIVISION 6 - WOOD, PLASTICS, AND COMPOSITES ***				
84					
85	BLOCKING @ DOOR FRAMES	246	LF	11.25	2767
86					
87	BLOCKING/FRAMING FOR OPERABLE PARTITION SUPPORT	70	LF	45.42	3179
88					
89	PLYWOOD SHEATHING FOR IT ROOM WALLS	375	SF	6.92	2596
90					

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LOCATION: **NEVADA, IOWA**
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NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
91	MISC. BLOCKING & FRAMING	1	LS	5500.00	5500
92					
93					
94	<u>FINISH CARPENTRY</u>				
95	PL LAM CABINETS @ SUPPORT AREA - BASE CABINETS W/TOPS	167	SF	128.02	21407
96	- WALL CABINETS	139	SF	82.11	11442
97					
98	SOLID SURFACE LAVATORY COUNTERS W/SUPPORTS	14	LF	140.46	1968
99					
100	WOOD TRIM @ OPERABLE PARTITION HEADS	70	LF	39.48	2763
101					
102					
103					
104	SUBTOTAL DIV. 6				51623
105					
106					
107	*** DIVISION 7 - THERMAL & MOISTURE PROTECTION ***				
108					
109	ROOF PATCHING @ NEW PLUMBING VENTS	6	EA	275.00	1650
110					
111	CAULKING & SEALANTS	1	LS	5500.00	5500
112					
113					
114					
115	SUBTOTAL DIV. 7				7150
116					
117					
118	*** DIVISION 8 - OPENINGS ***				
119					
120	NEW FRONT ENTRY CURTAINWALL	300	SF	143.00	42900
121	- ADD FOR DOORS	2	EA	3850.00	7700
122					
123	INTERIOR ALUMINUM VESTIBULE WALLS	150	SF	121.00	18150
124	- ADD FOR DOORS	2	EA	3300.00	6600
125					
126	<u>INTERIOR DOORS</u>				
127	HM FRAMES - SINGLE	12	EA	788.91	9467
128	- DOUBLE	5	EA	929.36	4647
129	HM/WOOD DOORS	22	EA	848.31	18663
130	FINISH HARDWARE	22	EA	929.36	20446
131					
132					
133	SUBTOTAL DIV. 8				128572
134					
135					

PROJECT: **STORY COUNTY EOC BUILDING**
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LOCATION: **NEVADA, IOWA**
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 STATUS: **PRELIMINARY**

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
136	*** DIVISION 9 - FINISHES ***				
137					
138	EXISTING EXTERIOR WALLS - 9'				
139	- GYPBOARD @ EXTG STUDS	2776	SF	6.60	18323
140	- GYPBOARD W/NEW STUDS	734	SF	13.20	9685
141					
142	INTERIOR PARTITIONS TO 10'				
143	- STEEL STUD FRAMING	3206	SF	6.60	21156
144	- SOUND BATT INSULATION	3206	SF	3.30	10578
145	- GYPBOARD	6411	SF	5.50	35261
146					
147	FURR INTERIOR OF HARDENED AREA - SS/GB	2970	SF	12.10	35939
148					
149	GYPBOARD @ BULKHEADS	840	SF	8.80	7392
150					
151	ACOUSTICAL CEILINGS	3371	SF	5.50	18541
152	- HARDENED AREAS	2489	SF	5.50	13689
153					
154	CARPET TILE	5295	SF	6.60	34946
155					
156	SHEET VINYL FLOORING @ RESTROOMS	565	SF	5.50	3108
157					
158	RUBBER BASE	875	LF	4.40	3850
159					
160	<u>PAINTING</u>				
161	GYPBOARD	10761	SF	1.65	17756
162	CMU	2122	SF	2.20	4667
163	DOORS & FRAMES	22	EA	330.00	7260
164	MISC. PAINTNG	5860	SF	1.10	6446
165					
166					
167					
168					
169					
170	SUBTOTAL DIV. 9				248598
171					
172					
173	*** DIVISION 10 - SPECIALTIES ***				
174					
175	OPERABLE PARTITIONS - 10' HIGH; 2 EA	700	SF	137.50	96250
176					
177	TOILETSHOWER PARTITIONS - HDPE	7	EA	1523.36	10664
178	- URINAL SCREEN	1	EA	642.88	643
179					
180					

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NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
181	TOILET ACCESSORIES				
182	- GRAB BARS	6	EA	131.36	788
183	- PAPER TOWEL DISPENSERS	2	EA	80.00	160
184	- SOAP DISPENSERS	2	EA	108.65	217
185	- TOILET PAPER HOLDERS	5	EA	74.06	370
186	- SANITARY NAPKIN DISPOSALS	3	EA	80.00	240
187	- MIRRORS	56	SF	22.00	1232
188					
189	FIRE EXTINGUISHERS W/CABINETS	3	EA	642.88	1929
190					
191	SHOWER ACCESSORIES	2	LS	702.28	1405
192	- ROD & CURTAIN	2	EA	154.07	308
193					
194	DOOR SIGNAGE	17	EA	103.76	1764
195					
196					
197					
198					
199	SUBTOTAL DIV. 10				115970
200					
201					
202	*** DIVISION 11 - EQUIPMENT ***				
203					
204	KITCHEN EQUIPMENT BY OWNER				
205					
206	ALL OTHER EQUIPMENT BY OWNER				
207					
208					
209					
210					
211	SUBTOTAL DIV. 11				
212					
213					
214	*** DIVISION 12 - FURNISHINGS ***				
215					
216	FLOOR MATS @ ENTRY VESTIBULE	48	SF	22.15	1063
217					
218	ALL OTHER FURNISHINGS BY OWNER				
219					
220					
221					
222					
223	SUBTOTAL DIV. 12				1063
224					
225					

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NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
226	*** DIVISION 13 - SPECIAL CONSTRUCTION ***				
227					
228	NOTHING REQUIRED				
229					
230					
231					
232	SUBTOTAL DIV. 13				
233					
234					
235	*** DIVISION 14 - CONVEYING SYSTEMS ***				
236					
237	NOTHING REQUIRED				
238					
239					
240					
241	SUBTOTAL DIV. 14				
242					
243					
244	*** DIVISION 21 - FIRE SUPPRESSION ***				
245					
246	NOTHING REQUIRED				
247					
248					
249					
250	SUBTOTAL DIV. 21				
251					
252					
253	*** DIVISION 22 - PLUMBING ***				
254					
255	INCLUDED W/DIVISION 23				
256					
257					
258	SUBTOTAL DIV. 22				
259					
260					
261	*** DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING ***				
262					
263	<u>MECHANICAL BUDGET BY BREWER ENGINEERING</u>				
264	COMPLETE MECHANICAL	5860	SF	60.00	351600
265					
266					
267					
268	SUBTOTAL DIV. 23				351600
269					
270					

PROJECT: **STORY COUNTY EOC BUILDING**
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NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
271	*** DIVISION 25 - INTEGRATED AUTOMATION ***				
272					
273	INCLUDED W/DIVISION 23				
274					
275					
276					
277	SUBTOTAL DIV. 25				
278					
279					
280	*** DIVISION 26 - ELECTRICAL ***				
281					
282	<u>ELECTRICAL BUDGET BY BREWER ENGINEERING</u>				
283	COMPLETE ELECTRICAL	5860	SF	30.00	175800
284					
285	GENERATOR/BACKUP POWER	1	LS	90000.00	90000
286					
287					
288					
289	SUBTOTAL DIV. 26				265800
290					
291					
292	*** DIVISION 27 - COMMUNICATIONS ***				
293					
294	INCLUDED W/DIVISION 26				
295					
296					
297	SUBTOTAL DIV. 27				
298					
299					
300	*** DIVISION 28 - ELECTRONIC SAFETY AND SECURITY ***				
301					
302	INCLUDED W/DIVISION 26				
303					
304					
305	SUBTOTAL DIV. 28				
306					
307					
308	*** DIVISION 31 - EARTHWORK ***				
309					
310	NOTHING REQUIRED				
311					
312					
313	SUBTOTAL DIV. 31				
314					
315					

PROJECT: **STORY COUNTY EOC BUILDING**
 OWNER: **STORY COUNTY, IOWA**
 ARCHITECT: **RMH ARCHITECTS**

LOCATION: **NEVADA, IOWA**
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NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
316	*** DIVISION 32 - EXTERIOR IMPROVEMENTS ***				
317					
318	MISC. SITEWORK ALLOWANCE	1	LS	25000.00	25000
319					
320					
321					
322					
323	SUBTOTAL DIV. 32				25000
324					
325					
326	*** DIVISION 33 - UTILITIES ***				
327					
328	<u>SITE UTILITIES</u>				
329	NOTHING REQUIRED				
330					
331					
332					
333					
334	SUBTOTAL DIV. 33				
335					
336					
337	*** DIVISION 34 - TRANSPORTATION ***				
338					
339	NOTHING REQUIRED				
340					
341					
342					
343	SUBTOTAL DIV. 34				
344					
345					
346	*** DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION ***				
347					
348	NOTHING REQUIRED				
349					
350					
351					
352	SUBTOTAL DIV. 35				