

The Board of Supervisors met on 7/27/21 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Latifah Faisal, and Linda Murken, with Heddens presiding. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov)).  
**SPECIAL NOTE TO THE PUBLIC:** this meeting is also being offered via Zoom.

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

**JUVENILE COURT ANNUAL REPORT:** submitted written report.

**IOWA ABLE ANNUAL REPORT:** Anna Magnusson, Director, reported on name change to Able Up Iowa, strategic plan implementation; branding of name and pilot program. She reported on pilot programs and stats; sliding scale, strengthening partnerships with several agencies, and COVID-19 impacts.

**MINUTES:** 7/13/21 and 7/20/21 Minutes – Murken moved, Faisal seconded the approval of 7/13/21 and 7/20/21 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 8/11/21, in a) Community Services for Malissa Anderson @ \$18.05/hr. Faisal moved, Murken seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

Murken moved, Faisal seconded the approval of Consent Agenda as presented.

1. Contract for Highway Right-of-Way (ROW) with Everett Family Farms LLC for the purchase of permanent easement for \$189.13 (FM-C085(C7)--55-85)
2. Agreement with WHKS & Co. for services relating to bridge replacement over Calamus Creek (15-18-W10) on S14 (620<sup>th</sup> Avenue)
3. Agreement between Ergometrics and Story County, effective 8/7/21-8/20/21, not to exceed \$750.00, for entry-level testing services for potential detention officers
4. Agreement between Treasurer's Office and Master's Touch for Mobile Home Tax Statements
5. Treasurer's Semi-Annual Report
6. Software and Support Fees between Story County and PDQ.Com Corp for Inventory and Deployment Software for \$2,889.00 (unbudgeted)
7. Letter of Support - Nevada Fieldhouse Project
8. Utility Permits: #22-5803, #22-5804, #22-5807, #22-5813

Roll call vote. (MCU)

**SENDING FY22 BUDGET AMENDMENT TO PUBLICATION FOR 8/17/21 PUBLIC HEARING:** Lisa Markley, Assistant Auditor, reported on the budget amendment process. The amendment is needed mainly for the American Rescue Plan funds which will be amended into several different services areas. Faisal moved, Murken seconded the approval of Sending FY22 Budget Amendment to Publication for 8/17/21 Public Hearing. Roll call vote. (MCU)

**ANALYSIS OF SOCIAL SERVICES EVALUATION TEAM (ASSET) FUNDER PRIORITIES:** Sandra King, External Operations and County Services Director, reviewed the priorities, and requested the Board rank and approve priorities. Discussion took place. The Board reviewed each priority and placed them in order. The Board stated Mental Health is funded through Central Iowa Community Services (CICS) and removed from the ASSET priority list. Additional discussion took place. King stated she will send a draft to the Board. Murken moved, Faisal seconded the approval of the ASSET Funder Priorities as per their discussion. Additional discussion took place. Roll call vote. (MCU) King stated if additional ASSET funds are needed, she will return to the Board. Clarification discussions took place regarding rent and utilities.

**AWARDING BID TO HPC FOR JUSTICE CENTER HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) EQUIPMENT REPLACEMENT PHASES 2 AND 3 FOR \$1,240,000.00:** Joby Brogden, Facilities Management Director, reported that after reviewing bids and conducting a conference call with subcontractors, he is recommending approval of HPC of Ames, Iowa. He will return to the Board with a contract at a future meeting. Faisal moved, Murken seconded the approval of Awarding Bid to HPC for Justice Center HVAC Equipment Replacement Phases 2 and 3 for \$1,240,000.00. Roll call vote. (MCU)

**RESOLUTION #22-09, RIGGINS FAMILY FARM RESIDENTIAL PARCEL SUBDIVISION:** Andrea Wagner, County Planner, reported on location, surrounding land use, and pertinent regulations. Staff recommends approval. Murken moved, Faisal seconded the approval of Resolution #22-09, Riggins Family Farm Residential Parcel Subdivision as submitted. Roll call vote. (MCU)

**FUNDING OF \$200,000.00 AND A DRAFT MEMORANDUM OF UNDERSTANDING (MOU) AND APPLICATION FOR EMERGENCY RENT AND UTILITY ASSISTANCE TO PREVENT HOMELESSNESS IN RESPONSE TO THE EXPIRATION OF THE EVICTION MORATORIUM ON 7/31/21 AND THE NEGATIVE ECONOMIC IMPACTS OF COVID-19:** Faisal reported work session discussions and the possibility of providing emergency assistance if needed following the expiration of the eviction moratorium. She sent a draft MOU to the County Attorney's Office for review and edits; Faisal read the changes. Discussion took place regarding timeline. Faisal recommends using \$200,000.00 from General Fund with assistance paid directly to landlord and/or utility provider. She recommends a maximum of \$2,000-\$2,500.00 per household. Murken suggested changes. Faisal moved, Murken seconded the approval of Funding of \$200,000.00 and a draft Memorandum of Understanding (MOU) and Application for Emergency Rent and Utility Assistance to prevent homelessness in response to the expiration of the eviction moratorium on 7/31/21 and the negative economic impacts of COVID-19. Roll call vote. (MCU)

**ANIMAL CONTROL QUARTERLY REPORT:** Anna Henderson, Director, reported on animal intakes, increase in kittens, and building improvements.

**UPCOMING AGENDA ITEMS:** Murken reported on an item for Workforce Retraining initiative.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** The Board members reported on meetings, and various items.

Murken moved, Faisal seconded to adjourn at 11:42 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Meeting Agenda  
Administration Building  
900 6th St., Nevada, IA  
7/27/21

1. SPECIAL NOTE TO THE PUBLIC: This Meeting Is Also Being Offered Via Zoom.  
**Members of the public can participate by using the information below:**

**To join the zoom meeting by computer, tablet, smartphone:**  
Visit [HTTPS://WWW.ZOOM.US/](https://www.zoom.us/)

Click on "Join A Meeting" and use the Zoom Meeting ID 981 7092 0243 and  
Password 446094

**To join the meeting by telephone:**  
Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit [WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS](http://WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS)  
for more information on how to participate in meetings of the Story County Board  
of Supervisors.

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. AGENCY REPORTS:

I. Juvenile Court Annual Report - Jerome Rewerts

Department Submitting Auditor

Documents:

JCS AUG 21 REPORT.PDF  
STATE COURT ADM BUDGET FY22.PDF

II. Iowa Able Annual Report - Anna Magnusson

Department Submitting Auditor

Documents:

IOWA ABLE RPRT.PDF

7. CONSIDERATION OF MINUTES:

I. 7/13/21 & 7/20/21 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

- 1) new hire, effective 8/11/21, in a) Community Services for Malissa Anderson @ \$18.05/hr;

Department Submitting HR

9. CONSENT AGENDA:

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

I. Consideration Of Contract For Highway Right Of Way With Everett Family Farms LLC For The Purchase Of Permanent Easement For \$189.13 (FM-C085(C7)--55-85)

Department Submitting Engineer

Documents:

ROW CTR EVERETT.PDF

II. Consideration Of Agreement With WHKS & Co. For Services Relating To Bridge Replacement Over Calamus Creek (15-18-W10) On S14(620th)

Department Submitting Engineer

Documents:

ARG WHKS BRIDGE REPLACE.PDF

III. Consideration Of Agreement Between Ergometrics And Story County Effective 8/7/21 - 8/20/21 Not To Exceed \$750.00

Department Submitting Sheriff

Documents:

ERGO METRICS AGREEMENT.PDF

IV. Consideration Of Agreement Between Treasurer's Office And Master's Touch For Mobile Home Tax Statements

Department Submitting Treasurers Office

Documents:

MT CONTRACT.PDF

V. Consideration Of Semi-Annual Report

Department Submitting Auditor

Documents:

SEMI ANNUAL RPT.PDF

- VI. Consideration Of Software And Support Fees Between Story County And PDQ.com Corp For Inventory And Deployment Software For \$2,889.00 (Unbudgeted)

Department Submitting Information Technology

Documents:

PDQ.PDF

- VII. Consideration Of Letter Of Support - Nevada Fieldhouse Project

Department Submitting Board of Supervisors

Documents:

NEVADA FIELDHOUSE LETTER OF SUPPORT.PDF

- VIII. Consideration Of Utility Permit(S): #22-5803, 22-5804, 22-5807, 22-5813

Department Submitting Engineer

Documents:

UT 22 5803.PDF

UT 22 5804.PDF

UT 22 5807.PDF

22 5813.PDF

10. PUBLIC HEARING ITEMS:

11. ADDITIONAL ITEMS:

- I. Consideration Of Sending FY22 Budget Amendment To Publication For 8/17/21 Public Hearing - Lisa Markley

Department Submitting Auditor

Documents:

PUBLICHEARINGNOTICE AMEND FY22.PDF

AMENDMENT DOCUMENTATION.PDF

- II. Discussion And Consideration Of ASSET Funder Priorities - Sandra King

Department Submitting Board of Supervisors

Documents:

ASSET FUNDER PRIORITIES.PDF

- III. Discussion And Consideration Of Awarding Bid To HPC For Justice Center HVAC Equipment Replacement Phases 2 & 3 For \$1,240,000.00 (Budgeted) - Joby Brogden

Department Submitting Facilities Management

Documents:

LETTER OF RECCOMENDATION JC HVAC 2 AND 3.PDF

- IV. Discussion And Consideration Of Resolution #22-09, Riggins Family Farm Residential Parcel Subdivision - Andrea Wagner

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF  
RESOLUTION 22 09.PDF  
PLAT.PDF  
APPLICATION DOCUMENTS.PDF

- V. Discussion And Consideration For Funding Of \$200,000 And A Draft Memorandum Of Understanding (MOU) And Application For Emergency Rent And Utility Assistance To Prevent Homelessness In Response To The Expiration Of The Eviction Moratorium On July 31, 2021 And The Negative Economic Impacts Of COVID-19 - Faisal

Department Submitting BOS

Documents:

MEMO EMERGENCY RENTAL ASSISTANCE.PDF  
DRAFT MOU.PDF  
APPLICATION.PDF

12. DEPARTMENTAL REPORTS:

- I. Animal Control Quarterly Report - Anna Henderson

Department Submitting Auditor

Documents:

ACO QTR.PDF

13. OTHER REPORTS:

14. UPCOMING AGENDA ITEMS:

15. PUBLIC FORUM #2:

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

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

17. 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

7/27/21

NAME

ADDRESS

Able Voluwe / Anna Magnuson  
Joby Brogden  
Anna Henderson  
Ameia Spencer  
Andrea Wagner  
Sandra King  
Kwa Markley

130 S. Sheldon Ave, Suite 201  
Ames, Iowa 50014  
SCFM  
Animal Control  
PID  
PID  
Bess  
Audi

## Second Judicial District Juvenile Court Services

Ames Sub-District Office  
126 S. Kellogg Ave., Suite 202

Ames, Iowa 50010

(515) 233-3346

Fax (515) 233-3364

Chief Juvenile Court Officer  
Shirley Faircloth  
Juvenile Court Officer IV  
Jerome Rewerts

### Counties

Story  
Marshall  
Boone

### **STORY COUNTY BOARD OF SUPERVISORS: July 2021**

Juvenile Court Services appreciates the partnership with Story County, the Board of Supervisors, County Attorney and Facility Management. The working relationship with the County Attorney remains productive and efficient, benefiting the youth and families involved with Juvenile Court. Facility Management has done an excellent job mitigating or safety during the Covid pandemic.

### **COUNTY BUDGET:**

#### **FY 21**

<b>Personal Items (01000 03300 324 61)</b>	<b>\$50</b>	<b>Balance \$50.00</b>	<b>Used:</b>
			<b>0%</b>

This line item is for special needs for indigent clients such as emergency medicine, clothes, bus tickets, etc. Juvenile Court uses this as a last resort for funding.

<b>Protective Living (01000 03310 311 61)</b>	<b>\$100,000</b>	<b>Balance \$71,216.43</b>	<b>Used: 29%</b>
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This fund is to pay for detention and shelter care. Also covers medical expenses for clients placed in detention and funds psychological evaluations.

Generally, this budget ends with a balance near 50%. During the pandemic, our referrals from Law Enforcement declined and our caseloads subsided. Effecting the number of children placed in detention or shelter care.

#### **FY 20**

<b>Personal Items (01000 03300 324 61)</b>	<b>\$50.00</b>
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<b>Utilized 0%</b>	<b>Balance \$ 50.00</b>
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<b>Protective Living (01000 03310 311 61)</b>	<b>\$100,000</b>
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<b>Utilized 48% (\$48,324.93)</b>	<b>Balance \$ 51,675.07</b>	<b>Average/Month \$663.63</b>
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### **State Budget FY 22:**

Please review the attached June 23, 2021, Newsletter from Judicial Branch Court Administration.

<https://www.iowacourts.gov/announcements/iowa-supreme-court-approves-fy-2022-budget/>

**Story County Current Placement Cases: (As of: 7/13/21)**

State Training School	2
Detention:	2
Shelter	1
Residential Treatment	3 (1-Beloit, 1-YSS 712, 1-YHMA)
Enhanced Supervision (GPS)	1
Runaway	1

**Attachments:**

Judicial Branch State Court Administrator; letter June 23, 2021.

**Jerome Rewerts**

**Juvenile Court Officer IV**

To: All Judicial Branch Employees

I am excited to report to you some very good news about the FY 2022 budget approved by the Iowa Supreme Court. Thanks to the leadership of Chief Justice Christensen and the very hard work of a lot of our coworkers throughout the state, the Iowa legislature approved an appropriation to the judicial branch of \$189,640,252. This is \$8,616,515 (4.7%) more than our FY21 appropriation. This additional appropriation is very important to the branch as we embark on what will be a challenging year with a backlog of cases following the COVID-19 pandemic.

The FY22 budget runs from July 1, 2021, to June 30, 2022, and is transformational for the branch. The budget includes 17 additional clerk positions to support our rural courts initiative to provide at least 2.5 FTE staff in every clerk's office. It also includes four new district associate judge positions as part of a five year plan to add a total of 20 District Associate Judge positions (DAJs). In October 2021, one DAJ will be appointed in District 5A and one in District 7. Then, in January 2022, both District 6 and District 4 will receive new DAJ positions. The budget includes funding for 10 related support positions for the new DAJs, including court reporters, judicial specialists, and law clerks.

I am also very pleased to report that the legislature approved a 3% salary increase for judges, their first salary increase since FY20 and only the fourth increase in the last twelve years. Additionally, this year's budget includes a 1.1% salary increase for all court employees, other than judges, and a 1% step increase for eligible employees.

In addition, the FY22 budget has funds available to adjust the salaries of some position to align with what other, similar, positions are paying in the state based on a recent compensation evaluation. The budget also has funds to help us begin filling some of the positions left vacant or frozen during the last fiscal year.

I realize that since March 17, 2020, all of us have overcome many challenges and made personal sacrifices to serve the people in our communities. We all were trying to follow the supreme court's orders to keep "the courts open to the fullest possible extent while protecting public safety." My hope is that the additional

positions and resources in this budget will allow us to quickly transition to providing full service to all Iowans.

Thanks to all judges and staff for your hard work and dedication to public service during this past pandemic year. You should all be proud to be part of our exceptional court system. I know I am!

For more information about the FY22 budget appropriation, visit <https://www.iowacourts.gov/iowa-courts/fy-2022-budget/>.

John Goerdt  
Interim State Court Administrator



**John Goerdt, J.D.** | Interim State Court Administrator  
Iowa Judicial Branch | State Court Administration  
Judicial Building | 1111 East Court Avenue | Des Moines | Iowa 50319  
515.348.4883 (phone) | 515.348-4914 (fax)  
[john.goerdt@iowacourts.gov](mailto:john.goerdt@iowacourts.gov)  
[www.iowacourts.gov](http://www.iowacourts.gov)



## 2021 Iowa Able Foundation Annual Report

### **Iowa Able Foundation / Able Up Iowa General Information**

The Iowa Able Foundation is a statewide lender providing low-income Iowans with disabilities and the aging population access to affordable and flexible credit. A 501(c)(3) nonprofit organization, the goal of Iowa Able is to help Iowans increase their independence at home, at work and in their communities. Financial education for Iowa's disability community underpins Iowa Able's credit offerings.

Iowa Able Foundation is now known as....



Thanks to an in-kind donation from Meyocks, Iowa Able Foundation has a new name and look. Our 501 © 3 status remains the same for Iowa Able Foundation, but we are doing business as Able Up Iowa!

### **Iowa Able Foundation / Able Up Iowa Strategic Plan / Pilot Program Updates**

The Iowa Able Foundation's Board of Directors reviewed and approved recommendations from the organization's vision and mission committee to include the following: expand loan options for Iowans with disabilities, adopt an inverted risk sliding scale interest rate and forgivable loan option for assistive technology, connect the loan program to financial empowerment program, and open credit builder loan to all Iowans.

To ensure access to all, Iowa Able Foundation is piloting expanded loan options and lowered interest rates. Starting in July 2020, interest rates dropped, giving those with the *least* ability to pay the *lowest* interest rates. Interest rates range from 4% all the way down to 0% for all loan applicants who also agree to participate in the financial education program, which includes coaching services.

Expanded loan options mean more serving more lowans who need financial assistance to acquire the products and services needed to achieve independence. In addition to providing loans for disability-assistance equipment, loans are available to lowans with disabilities for home or vehicle repair, vehicle purchase, service animals, educational needs, and equipment for self-employment. These pilot programs are focused on Black Hawk, Polk and Story Counties.

In 2020, the organization was one of four organizations to receive a federal grant that made it possible to successfully launch the new pilot programs providing funds for loans.

## **Iowa Able Foundation / Able Up Iowa June 2021 Loan Report**

### **Active Loans: 72**

Assistive Technology: 9

Credit Builder: 11

Education Equipment: 1

Employment Equipment: 4

Home Modification: 9

Home Repair: 15

Home Modification & Repair: 1

Support Animal: 0

Vehicle Modification: 7

Vehicle Purchase: 10

Vehicle Repairs: 3

Modified Vehicle Purchase: 2

### **Applications Received: 26**

Assistive Technology: 5

Credit Builder: 3  
Education Equipment: 1  
Employment Equipment: 1  
Home Modification: 1  
Home Repair: 4  
Support Animal: 1  
Vehicle Modification: 1  
Vehicle Purchase: 4  
Vehicle Repair: 5

**Approved Loans: 3**

**Denied Loans: 1**

**Withdrawn Applications: 12**

**Pending Applications: 66**

**Paid in Full Loans: 1**

**Transferred Loans: 0**

**Charged Off Loans: 0**

**Delinquent Loans:**

< 30 Days: 0

30+ Days: 1

60+ Days: 0

90+ Days: 1

120+ Days: 2

### **Iowa Able Foundation / Able Up Iowa KHOI 89.1 FM Partnership**

In January 2020, Iowa Able Foundation debuted a radio program on KHOI 89.1 FM. The I Am Able IOWA radio show presents the issues, information, and stories related to disabilities. The radio show is supported and produced by the Iowa Able Foundation. Iowa Able Foundation's executive director, Anna Magnusson, is the co-host and producer. Meredith Francom is the co-producer and co-host. Daniel Heddendorf serves as a co-host, engineer, and editor.

The I Am Able IOWA is live on the first and last Saturday of the month at 9:00am.

**Circle of Voices:** Shelley Garrington and Kate Appleton have stepped up to lead the Circle of Voices committee. This committee is leading the way to provide guidance and oversight to ensure that our organization remains committed to creating a culture in which all people are valued and supported and celebrate, respect, and appreciate the similarities and differences among us. The committee will also plan and host activities to make sure it is not just words, but actions that promote this commitment. In addition to Shelley and Kate, the committee includes the following: Shelley Jaspering, Danielle Anderson-Jepesen, Leslie Ginder, Tim Delong, Dr. Ashley Garrin.

#### **Iowa Able Foundation / Able Up Iowa COVID-19 Impact**

Iowa Able Foundation / Able Up Iowa team continues to follow the basic protocol to ensure the safety and health of the team, our building neighbors, and the community.

#### **Iowa Able Foundation / Able Up Iowa Staffing Transition**

Iowa Able Foundation / Able Up Iowa experienced a change in staffing when Tayvia Harrington, the program director, moved to Atlanta. While this change was expected, it still created some unexpected transition issues that impacted the operations of the organization. However, we are pleased to report that Able Up Iowa has hired two new loan officers.

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

## CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 16-07-100-210  
 PROJECT No: FM-C085(C7)--55-85  
 ROAD No: (290<sup>th</sup> St.)

THIS AGREEMENT made and entered into this 12<sup>th</sup> day of July, A.D. 20 21 by and between  
**EVERETT FAMILY FARMS, LLC.**

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

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

The South 12.00 feet of the North 45.00 feet of the East 100.00 feet of the West 118.47 feet of the NE¼, NW¼ of Section 7, Township 82 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.11 acres of which 0.08 acres is existing R.O.W.

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

See attached graphical representation

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

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

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

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

	Payment Amount	Agreed Performance
\$	<u>189.13</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>189.13</u>	<b>TOTAL LUMP SUM</b>
<b>BREAKDOWN:</b>	ac.=acres      sq.ft.=square feet	
Land by Fee Title	ac./sq.ft.      \$	Buildings & Improvements      \$
Underlying Fee Title	ac./sq.ft.      \$	Fence <u>    </u> rods woven      \$
Permanent Easement	<u>0.03</u> ac./sq.ft.      \$ <u>164.13</u>	Fence <u>    </u> rods barb      \$
Temporary Easement	ac./sq.ft.      \$	
Damages for:		\$
	<u>Future Abstract Entry in the amount of \$25.00</u>	

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

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

x Bernard A. Everett  
Retiring Members

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.

6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.

7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.

8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,

11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

**Additional Right of Way Agreements:**

**SELLER'S ACKNOWLEDGMENT**

STATE OF IOWA: ss On this 12 day of July, 20 21, before me, the undersigned, personally appeared Bud Everett

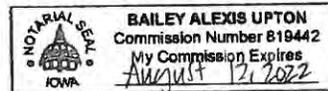
Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Bailey A Upton  
Notary Public in and for the State of IOWA

**BUYER'S APPROVAL**

Darren Moon 7-19-21  
Recommended by: Darren Moon P.E., Story County Engineer (Date)

[Signature] 7-27-21  
Approved by: Chairperson, Story County Board of Supervisors (Date)



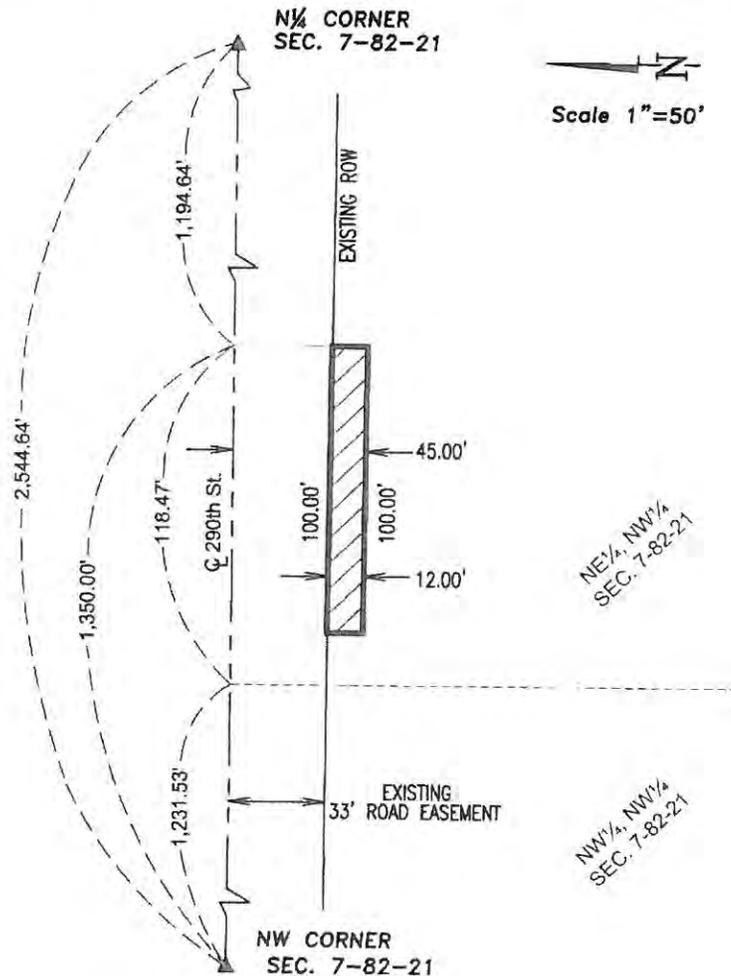
"Exhibit A"

# STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. FM-C085(C7)--55-85 PARCEL NO. 16-07-100-210  
SECTION 7, TOWNSHIP 82N, RANGE 21W, OF THE 5TH P.M., STORY COUNTY, IOWA.  
ACQUIRED FROM EVERETT FAMILY FARM, LLC

EXISTING R.O.W. 0.08 ACRES NEW R.O.W. 0.03 ACRES TOTAL R.O.W. 0.11 ACRES

The South 12.00 feet of the North 45.00 feet of the East 100.00 feet of the West 118.47 feet of the NE $\frac{1}{4}$ , NW $\frac{1}{4}$  of Section 7, Township 82 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.11 acres of which 0.08 acres is existing R.O.W.



DATE DRAWN 6/3/2021

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **Story County, IA** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **S14 (620th Avenue) over Calamus Creek Bridge Replacement (15-18-W10)**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

### Scope of Services

WHKS shall perform the following described services for the Client:

**Design phase engineering services as described on the attached Scope of Services included in Exhibit A.**

### Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

**Billed Hourly with a Not-to-Exceed Fee of \$31,300 including Expenses. External expenses, if incurred, will include an administrative charge of 10 percent.**

Executed this \_\_\_\_\_ day of July, 2021 \_\_\_\_\_

### **Story County, IA**

By:



Printed Name:

Lisa K Hebbkens

Title:

Chair, Board of Supervisors

### **WHKS & co.**

By:



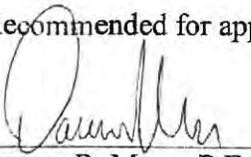
Printed Name:

Derek Thomas, P.E.

Title:

Vice President

Recommended for approval by:

 7-20-21

Darren R. Moon, P.E.

Date

## Exhibit A to Professional Services Agreement

### A. Project Description:

The project involves performing survey, hydraulics, permitting, and preliminary design and plans for the replacement of the S14 (620<sup>th</sup> Avenue) bridge over Calamus Creek (Bridge #15-18-W10, FHWA #313750). The existing bridge is a 36' x 24', single-span, steel beam-slab bridge constructed in 1941. Average daily traffic is 990 VPD with 10% trucks (2019). The 2021 bridge inspection report noted the condition as follows:

*Three inches of asphalt. Deck cracked and leaching at edges. Bottom of deck has transverse cracks with leaching. Leaf rust on beam webs and bottom flanges at abutments with 1/16" section loss. Leaf rust on top flange of exterior beams at abutments with maximum of 1/8" section loss at north corners. Bearings are rusty. Abutment diaphragms deteriorating. Hairline vertical cracks in abutments with leaching. North abutment caps deteriorating and spalling at corners with some minor loss of exterior bearings. East end of north abutment wing is deteriorating with leaching. Bank erosion at southwest corner.*

The bridge is classified as "Poor" (one or more condition ratings of 4 or less), has a sufficiency rating of 50 (less than 60 is eligible for replacement or rehabilitation), and ADT greater than 25. The bridge therefore qualifies for Iowa DOT funding. The proposed bridge options to be investigated are a single-span, 30-ft wide prestressed concrete beam (PPCB) bridge utilizing Iowa DOT standards and a 3-span, 30-ft wide roadway using Iowa DOT J30-06 standards (continuous concrete slab). Both structure types would utilize standard integral abutments and the foundations will be supported on steel H-piling. There will be no curvature, aesthetics, or lighting on the bridge. Final bridge length, skew, and span arrangement will be determined during Preliminary Design.

Vertical profile to be determined based on results of preliminary design. Roadway will be closed to traffic and staged construction will not be required. Project limits will be determined during Preliminary Design.

Design will follow the "Rural Design Aids", where possible, or "AASHTO Guidelines" according to Iowa DOT Local Systems I.M. 3.210 Rural Design Guidelines.

Future Services for the project will include final design, development of final plans and specifications, and all required submittals to meet Iowa DOT letting requirements for a SWAP project. The letting date is to be determined. Project submittal schedule will be negotiated.

Client will directly contract the following services and will provide the results to WHKS: Geotechnical engineering services (soil borings and recommendations for foundations), Cultural/Environmental review, threatened/endangered species review, and paint/asbestos sampling and testing.

**B. Scope of Services Provided Under This Agreement:**

**1. Project Management and Meetings**

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.

**2. Topographic Survey and Research of Existing Conditions**

- Perform site topographical surveys of the area to support new facilities. Topographic survey to include hydraulic cross sections to be taken at the bridge and at a downstream critical valley section downstream of the crossing. Two cross sections are assumed. The survey shall also include section corners to establish section lines to determine the alignment and existing bridge information for the hydraulic analysis.
- Develop project control and base map for the project.
- Locate the existing underground utilities as located by the Iowa One Call locate system.
- Collect, obtain, and review relevant information from the Client.

**3. Hydrologic and Hydraulic Analysis and Permitting**

- Perform hydrologic and hydraulic analysis to evaluate the proposed bridge alternative in accordance with local and state flood plain permit requirements.
  - Perform hydrologic analysis using USGS StreamStats for data collection.
  - Conduct a site evaluation to verify base model, determine roughness coefficients, and water flow characteristics.
  - Analyze drainage area, hydrologic characteristics, and site stream slope.
  - Create hydraulic model including existing site cross sections, site stream slope, and hydrology information.
  - Input the proposed bridge and roadway profile into the hydraulic model. Review model runs and determine the potential new bridge's effect on flood elevations.
  - Evaluate hydraulic model to analyze adequate bridge sizing, velocities, and backwater. Evaluate up to two (2) bridge configurations.
  - Determine the final bridge type, profile, and length based on the results of the hydraulic analysis and meeting Story County and Iowa DOT local system guidelines for freeboard and backwater.
  - Evaluate channel shaping needs, berm slope stabilization, inlet/outlet erosion controls such as revetment, and scour.
- Prepare and submit Joint Permit Application, including the bridge Type, Size, and Location (TS&L) drawing (preliminary plans), to Iowa DNR and U.S. Army Corps of Engineers.

**C. Special Engineering Services:**

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for R.O.W. easements or land acquisition
4. Quality control testing and construction materials testing
5. Asbestos and/or paint scrape testing
6. Geotechnical engineering services
7. Permits other than those identified above
8. Wetland Delineations or mitigation plans
9. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
10. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
11. Threatened or endangered species review
12. Bridge aesthetics
13. Attendance at additional meetings (other than those listed above)
14. Construction phase engineering services, other than those listed above (i.e. construction administration, staking, construction observation, preparation of record drawings and project close-out services)

## STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

### 1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

### 2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

### 3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

### 4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

### 5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

### 6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

### 7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

### 8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

#### **9. Delivery of Electronic Files**

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

#### **10. Changed Conditions**

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

#### **11. Permits and Approvals**

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

#### **12. Suspension of Services**

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

#### **13. Termination**

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

#### **14. Unauthorized Changes**

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

#### **15. Jobsite Safety**

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

#### **16. Additional Services**

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

#### **17. Dispute Resolution**

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

#### **18. Third Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

#### **19. Extension of Protection**

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

#### **20. Timeliness of Performance**

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

#### **21. Delays**

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

#### **22. Right to Retain Subconsultants**

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

#### **23. Assignment**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

#### **24. Severability and Survival**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

#### **25. Hazardous Materials**

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

#### **26. Joint Participation**

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

#### **27. Record Documents**

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

# Per Applicant Test Licensing Agreement

## 1. Scope of Agreement

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

## 2. Copyright

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

## 3. Implementation

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

## 4. Test Security

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

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

service with tracking number and signature for delivery.

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

## 5. Subcontracting the Test

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

## 6. Termination

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

## 7. Events Upon License Expiration or Termination

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

## 8. Pricing

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

## 9. No Waiver

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

## 10. Entirety of Agreement

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

## 11. Headings in this Agreement

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

## 12. Severability

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

## 13. Governing Law

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

**Test Licensing Agreement**

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

**Licensee**

Lisa Heddens 07/27/2021  
Principal Signer Date

*Lisa Heddens*  
Signature

Story County Board of Supervisors, Chair  
Title

Story County Sheriff's Office  
Agency Name

1315 S B Avenue  
Physical Address

Nevada Iowa 50201  
City State Zip

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

**Authorized Contacts**

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

Micah Andersen  
Authorized Contact

Assistant Jail Administrator  
Title

(515)382-7532  
Telephone

mandersen@storycountyiowa.gov  
Email

Constance Toresdahl  
Authorized Contact

Office Manager  
Title

(515)382-7458  
Telephone

ctoresdahl@storycountyiowa.gov  
Email



Return to:  
Ergometrics &  
Applied Personnel Research, Inc.  
2122 164<sup>th</sup> St SW Suite 300  
Lynnwood, WA 98087  
FAX: 425-977-0566  
Or email  
[clientservices@ergometrics.org](mailto:clientservices@ergometrics.org)

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

For Office use only:

Product: \_\_\_\_\_

License Type: \_\_\_\_\_

Highrise: \_\_\_\_\_

Exam HQ: \_\_\_\_\_

Notes: \_\_\_\_\_



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Story County Sheriff's Department  
Licensing Agreement  
Attachment A

**Pricing**

Per Applicant License:

REACT Testing One Time Setup Fee

PAID

25 Applicants @ \$30 each

\$750.00

(\$150 minimum order)

*\*cost may vary based on actual number tested*

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

**Term of Agreement**

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

Start Date	End Date
08/07/2021	08/20/2021

**All testing materials must be returned by the due date listed above. Materials MUST be returned using some form of registered, secure service that has a tracking number and requires a signature for delivery. Materials not returned by the specified due date will be subject to a \$25 late fee for every 15 days overdue. If overdue materials are not returned after 8 weeks past due, the test materials will be considered lost and are subject to a \$500 lost fee. Any lost test materials must have the incident documented on company letterhead and will be subject to lost fees.**



2021

# Mailing Instructions - Page 1

Customer name: Story IA Treasurer

Sales Representative: Todd Claussen

Mission Manager: Melanie Noblin

Name of this mailing project: Regular Tax Billing

Expected record quantity: 43,900 records, 26500 envelopes

Date you anticipate sending the final production file: Late July

1. Target Mail Date Range: Early Aug To Aug 30

If we complete the project early, are we ok to mail early?

- Yes
- No

Promise mail date will be based on prior agreement or 7-10 workdays after final data proof approval. Target and promise mail dates are not necessarily the same.

## 2. Preprinted Stock:

Form size:

- Legal
- Letter
- 4 x 6 postcard
- 4 1/4 x 5 1/2 postcard
- Other (list dimensions): \_\_\_\_\_

## 3. Outside mail envelope:

- #10 Universal window
- #10 custom printed window
- Other (list dimensions/size): \_\_\_\_\_
- None

## 4. Reply envelope? Yes No

- #9 universal window One  Two
- #9 custom printed One  Two
- Other One  Two

## 5. Inserts: Will you have any? If yes, please fill out descriptions below. If no, skip to the "Leftover stock" section

- Yes  No

Insert #1 - Size 8.5 x 3.6

Reference Name for insert eNotice Insert

Insert #2 - Size \_\_\_\_\_

Reference Name for insert \_\_\_\_\_

Insert #3 - Size \_\_\_\_\_

Reference Name for insert \_\_\_\_\_

Insert #4 - Size \_\_\_\_\_

Reference Name for insert \_\_\_\_\_

## 6. Extra / Leftover stock:

Statements: Would you like any blank statements shipped to you for in-office use?

- Yes  No  How many? 200

What information will print on them? 8.5 x 11 Tax Statements - print ahead of tax mailing

Mailing Envelopes: If you are using a custom printed mailing envelope, would you like any printed without our permit and shipped to you?

- Yes  No  How many? \_\_\_\_\_

Reply Envelopes: If you are using a custom printed reply envelope, would you like any shipped to you?

- Yes  No  How many? \_\_\_\_\_

Inserts: Would you like any special inserts shipped to you after the mailing?

- Yes  No  Which one(s)/How many? \_\_\_\_\_

NOTE: Inserts that require folding for inserting will also be folded when those extras are returned to you.

NOTE: If excess stock is printed that you do NOT want shipped to you after the mailing is completed, we can store them in our inventory until your next mailing. Otherwise they will be recycled. Tell us what items if any you would like us to store:

NOTE: Only full cartons will be stored, no partial cartons. After 12 months these items will be recycled or returned to you. Shipping charges will apply.

## 7. Data and Address Handling:

CASS and LACS address updates are applied to your data automatically. Based upon legal directives, our default is to NOT apply NCOA/move updates. The charge is 8 cents per NCOA move unless you direct us to update to the "move to" address. We highly discourage NCOA updates as these updates are routinely incorrect.

Update NCOA address: Yes  No

Signature Ted Rossmore

Title Story County Treasurer

## 8. IMb Trace: (See page 4 for more information on IMb Trace):

Would you like to use IMb Trace at \$0.005 per record?

- Yes  - for outgoing mail?
- Yes  - for return mail (must use a #9 window so remit address/barcode shows through)
- No

## 9. PDFs: Would you like PDFs of every statement we print upon completion of the mailing?

- Yes, 1 cent per record, \$50.00 minimum
- Yes - and index the file for quick search for 1.5 cents per\_record
- Yes - 1.5 cents per record (individual files)
- No thank you

## Notes:



## Mailing Instructions - Page 2

### 10. Deduping: (NOT used for statements/invoices mailings)

When you have duplicate records, how would you like those handled?

- Do not remove duplicates – mail to all records
- Remove duplicates on exact name and address match – only 1 mail piece per name per address
- Remove duplicates on address match – only 1 mail piece will go to each address
- Remove duplicates based on this field in our data:

### 12. eNoticesOnline:

Would you like to use eNotices?

- Yes
- No
- Would like to learn more

Do you want to use eNotices insert? (Strongly recommended for improving registrations by 300-400%)

- Yes
- No

Will you use the ePay option for receipt of payments?

- Yes
- No
- Would like to learn more

### 13. Data Format and Proofing:

If this is our first mailing for you, or if you have changed software providers since the last time we mailed for you, what software are you currently using?

Tyler \_\_\_\_\_

**IMPORTANT:** If you are adding fields to your data since the last time we mailed for you, PLEASE ADD THE NEW FIELDS TO THE END OF YOUR FILE.

Which accounts will you want to review in your proofs? Give us specific accounts - as many as you have differing account types, including largest dollar amount, smallest dollar amount, a foreign address, longest address, special assessments, etc., etc. You can list the account numbers in an email to your Mission Manager, or in a Word file or Excel Spreadsheet. In addition, we will provide another random sampling of 50 – 100 parcels, but these specific parcels we want to be sure to include since these are the ones that most often are the most challenging to ensure accuracy.

List the names and email addresses of everyone you would like us to include in the art and data proofing emails:

Name: Ted Rasmusson Phone: 515-382-7331 Email: trasmusson@storycountyiowa.gov

Name: Ardy Baldwin Phone: 515-382-7333 Email: abaldwin@storycountyiowa.gov

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Who will be ultimately responsible for making changes and approving the proofs?

Name: Ardy Baldwin Phone: 515-382-7333 Email: abaldwin@storycountyiowa.gov

Who should we contact to discuss data issues? This may be the person above, or someone in your I.T. Department or software provider. Please provide the name, phone number and email address:

Name: Ardy Baldwin Phone: 515-382-7333 Email: abaldwin@storycountyiowa.gov

### 11. Combining or Householding:

When two or more statements mail to the exact same name and address, our default is to enclose from 2 – 8 statements in commercial size envelopes up to a maximum of 3 envelopes. Only the first envelope will include any collateral material (inserts, reply envelopes, etc.). After that, a large, flat size envelope will be used to enclose all. Tell us how you would like to handle this...

- Combine statements as described above.
- Don't combine statements, mail each record in its own outgoing envelope.
- Other specific criteria you would like to use:

Postcards are not combined - each record will mail as a separate piece.



## Mailing Instructions - Page 3

Will OCR scanners be used to process your statement stubs (in-house or at a lockbox)?

Yes  No

If you answered yes, what is the address and contact name we should use to ship printed samples for testing?

NOTE: OCR testing is required on every mailing even if we have mailed for you before, unless you provide in writing to your Mission Manager that The Master's Touch will NOT be held responsible for any additional time or costs incurred as a result of failure to read properly in the final mailing.

### 14. Special Instructions:

Are there any records in your file you want us to suppress from printing and mailing?

Yes  No

If you answered yes, what is the criteria you would like us to use (zero balances, mortgage codes, etc.)?

If you use eNotices, would you like us to post these records to eNoticesOnline?

Yes  No

**IMPORTANT:** If you want us to suppress specific records in your file from printing, please provide the complete list of account numbers to your Mission Manager prior to or at the same time you send us your data file. We must have your suppression list prior to processing. We are happy to suppress any records after we process your production file, but there will be an added charge since we will either need to process your file again, or we will need to manually pull those records if already printed. The charge to reprocess a data file is \$110.00. The charge to hand pull records is \$15.00 per record. If these statements are combined in the same mailing envelopes with other statements going to the same name and address, the entire envelope and all its enclosed statements will be pulled and returned to you.

Are there any records in your file you want us to print and ship unfolded and unstuffed to you instead of mailing?

Yes  No  If Yes, which ones: Ardy may provide a list

If you answered yes, please provide the criteria for this, or send a list of the account numbers to your Mission Manager. If you use eNotices, would you like us to post these records to eNoticesOnline?

Yes  No  If Yes, which ones: \_\_\_\_\_

Are there any special instructions regarding multiple files, selective inserts, etc. we need to know about?

Yes  No

If you answered yes, please describe:



# Standard Terms and Conditions

These Standard Terms and Conditions (“Terms”) are attached to and made a part of the service contract (the “Contract”) between The Master’s Touch, LLC (“TMT”) and (“Customer”). The Terms and the Contract are collectively referred to as the “Agreement.” TMT and Customer are collectively referred to as the “Parties” and each individually as a “Party.”

1. Terms Control. In the event of a conflict between the Contract and the Terms, the Terms shall control. 2. Payments and Late Fees. TMT, at its option, may impose a late charge of 1.5% per month on all amounts that remain unpaid more than 10 days following the payment due date.

3. Warranties and Limitations. 3.1. Customer warrants to TMT on a continuing basis throughout the term of the Agreement that (a) the data it provides to TMT are materially accurate and in conformity with all of the Agreement’s requirements; (b) Customer will diligently review all proofs provided by TMT to Customer and immediately notify TMT of any errors or necessary revisions; and (c) Customer and its representatives are duly authorized to transmit the data provided under the Agreement to TMT and that TMT is duly authorized to receive, use, and disclose data as set forth in the Agreement.

3.2. EXCEPT AS PROVIDED HEREIN, TMT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, TITLE, DESIGN, NONINFRINGEMENT, OPERATION OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM OR USAGE IN TRADE. 3.3. In no event will TMT have any liability for damages that arise out of or that could have been prevented by Customer’s diligent review of proofs provided by TMT to Customer or that are related in any way to Customer’s provision to TMT of inaccurate data. If reprinting and mailing is requested due to such an error, Customer shall pay all costs associated therewith, including postage. 3.4. No claim against TMT of any kind under any circumstances will be made more than 90 days after Customer knows, or in the exercise of reasonable care could know of such claim, an act or omission of TMT that would give rise to such claim, or any material damage caused by or likely to be caused

by such act or omission or to be part of such claim. 3.5. In the event of any defect in the products or services provided under the Agreement arising solely from TMT’s acts or omissions, Customer’s sole and exclusive remedy is that TMT will re-run that portion of the printing and mailing determined to be defective at its expense, but TMT will not be required to pay the cost of postage for the replacement mailings. TMT will not be liable for and will not incur any credit or remedy against it for failure to provide services or functionality with respect to any data that it believes in good faith contains errors, inaccuracies, corrupt, or misleading information.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, TMT WILL NOT BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, OR FOR LOST PROFITS OR BUSINESS OPPORTUNITIES OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, UNDER ANY LEGAL THEORY. 4. Remedies Reasonable. Customer hereby acknowledges on a continuing basis that any exclusive and/or limited remedies available in this Agreement are reasonable and sufficient and that they will not fail of their essential purpose even if Customer may not take advantage of them in some circumstances by their terms. 5. Forum; Choice of Law. The Parties acknowledge that TMT is headquartered in Spokane, Washington. Accordingly this Agreement and all amendments to it will be governed by the laws of the State of Washington applicable to agreements made and to be performed wholly within Washington, without regard to conflicts of laws. The Federal District Court for the Eastern District of Washington and the state courts of Spokane County, Washington will be the exclusive venue for any court proceeding between the Parties arising out of, or in connection with, this Agreement. The Parties hereby submit to and consent exclusively and irrevocably to the jurisdiction of such courts for these purposes.

Accepted and Agreed:  
 The Master’s Touch, LLC  
 By: Jim Coté  
 Title: President

Accepted and Agreed:

CUSTOMER: Shirley K. Hedden, Spang County  
 Print Name: Wise R Hedden  
 Title: Chair, Board of Supervisors  
 Date: 7-27-21

I agree to these terms.

Signature: Shirley K. Hedden

By typing my name above, I signify that I am digitally signing this form.

Certification Date July 20, 2021

Ted Rasmussen, Treasurer Story County Treasurer, Nevada, IA  
For the period from January 01, 2021 - June 30, 2021 Inclusive  
Statement of Account By Fund

Fund	Balance January 01, 2021	Revenues	Total to be Accounted for	Disbursements	Fund Balance June 30, 2021	Auditor's Warrants Outstanding
01 General Basic	14,834,862.61	10,763,506.90	25,598,369.51	10,926,674.94	14,671,694.57	221,546.37
02 General Supplemental	1,743,187.63	3,061,595.94	4,804,783.57	2,516,005.76	2,288,777.81	1,228.30
03 Rural Services Basic	1,984,437.76	3,543,125.98	5,527,563.76	3,353,697.33	2,173,866.43	3,771.28
04 Tax Increment Financing (TIF)	441,707.26	433,965.00	875,672.26	787,385.28	78,286.98	.00
05 Secondary Road	5,366,102.80	4,655,893.36	10,021,996.16	4,365,298.33	5,656,697.83	6,251.67
06 R911 Service Commission	1,632,770.38	316,665.44	1,949,435.82	528,513.67	1,420,922.15	1,680.91
07 Recorder's Records Management	78,841.87	8,336.80	87,178.67	19,995.00	67,183.67	.00
08 Resources Enhancement & Protec	184,023.56	1,785.21	185,808.77	79,287.45	106,521.32	.00
09 State General Fund	.00	.00	.00	.00	.00	.00
10 Motor Vehicle Mailing Fees	7,452.00	43,686.20	51,138.20	43,749.00	7,389.20	.00
11 MR-DB Services	1,446,897.67	1,164,155.60	2,611,053.27	2,203,680.03	407,373.24	22.10
12 Capital Projects	2,631,552.32	22,000.00	2,653,552.32	91,994.62	2,561,557.70	.00
13 Debt Service	640,948.49	64,774.18	704,922.67	701,874.89	2,947.78	600.00
14 Drainage Control	271,871.89	13,555.93	285,427.82	52,168.08	233,059.70	338,468.46
16 Emergency Management Agency	433,693.26	150,057.00	583,750.26	179,127.01	404,623.25	2,047.75
17 County Hospital	38,246.94	2,108,088.33	2,146,335.27	2,122,094.99	24,240.28	.00
18 T. B. Erad/Bang	78.51	6,262.31	6,340.82	6,283.90	56.92	.00
20 Township Control	10,063.65	324,588.66	334,652.31	330,064.81	4,587.50	.00
21 Corporation Control	314,760.98	23,263,029.20	23,577,790.18	23,353,886.95	222,903.23	.00
22 School Control	636,199.78	35,765,533.68	36,401,733.46	36,004,908.24	396,825.22	.00
23 Area School Control	26,774.67	1,475,465.89	1,502,240.56	1,485,284.53	16,956.03	.00
26 Employee Wellness	2,436.96	.00	2,436.96	1,770.50	666.46	.00
27 Special Law Enforcement	732,915.76	190,496.22	923,411.98	644,350.86	279,061.12	.00
28 Jail Commissary	113,367.63	31,324.00	144,691.63	21,920.42	122,771.21	7,326.11
29 County Land Dev & Acquisition	666,952.99	77,329.10	744,282.09	100.00	744,182.09	.00
30 County Assessor	365,545.15	386,732.17	752,277.32	462,598.43	2,828.89	1,999.49
31 Co Agr. Extension	3,349.35	184,620.38	187,969.73	185,847.05	2,122.68	.00
32 City Assessor	546,480.64	501,677.87	1,048,158.52	647,468.22	402,690.30	5,129.99
34 City Special Assessments	348.00	8,375.55	8,723.55	4,246.53	4,477.02	.00
35 Motor Vehicle Trust	1,610,415.28	8,172,694.88	9,783,110.16	8,303,658.02	1,479,452.14	.00
36 Use Tax Trust	851,293.52	5,817,916.99	6,669,210.51	5,471,054.19	1,218,176.12	.00
37 Tax Redemption Trust	24,740.69	150,284.80	175,025.49	105,318.56	69,706.91	.00
38 Future Real Estate Payments	12,065.35	293,877.00	305,942.35	305,942.35	.00	.00
39 Deferred Compensation	5,628.26	165.38	5,793.64	5,793.64	.00	.00
40 Holding Fund	1,524.29	1,712.88	3,237.17	2,327.80	909.29	.00
41 Employees Ins	2,040,931.92	2,047,733.72	4,388,665.64	1,661,759.35	2,786,906.28	.00
42 State Tax Credits	.00	.00	.00	.00	.00	.00
43 Fiduciary Fund	230,678.65	367,887.92	598,566.57	317,250.81	281,315.76	10,032.33
44 Refunds	56.00	101,194.71	101,250.71	101,203.56	47.13	.00
45 Friends of Conservation	1,059,394.44	108,129.91	1,167,524.35	20,933.11	1,136,590.98	.00
47 Friends of Animals	112,905.48	12,113.23	125,018.71	7,500.89	117,517.82	.00
48 Recorder Elect. Trans Fee	1,304.00	8,214.00	9,518.00	8,177.00	1,341.00	.00
49 Central IA Drug Task Force	48,492.39	157,769.08	206,261.47	159,803.81	46,457.66	.00
50 Sheriff's Reserve Fund	32,603.53	.00	32,603.53	250.50	32,352.97	.00
61 Homeland Security Region 1	8,969,581.12	6,266,526.65	15,176,107.74	4,613,419.36	10,562,688.38	1,319,769.45
63 DRUG ENFORCEMENT CHILDREN DOWN	.00	.00	.00	.00	.00	.00
50. Meeting Date: 1,916,721.45	50,456,465.58	112,017,068.74	162,473,534.32	111,497,814.57	50,975,719.75	10,032.33

Following Date: 1,916,721.45

7-27-21

**DENIED**

APPROVE

7-27-21

I, Ted Rasmussen, Treasurer of Story County Treasurer,  
do hereby certify that the report given is a correct summary of the  
business transacted by me as said during the period therein specified.

*Ted Rasmussen*

**PDQ.com Corporation**

Jul 21, 2021

PO Box 1229  
Salt Lake City, UT 84110-1229

(801) 657-4657  
sales@pdq.com  
www.pdq.com

Sold to

**Story County**

900 6th street  
Nevada, IA 50201

Description	Qty	Unit Price	Total
PDQ Deploy Enterprise Mode - Single User License	2	\$450.00	\$900.00
PDQ Inventory Enterprise Mode - Single User License	4	\$450.00	\$1,800.00

**APPROVED**      **DENIED**  
Board Member Initials: AKH  
Meeting Date: 7-27-21  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subtotal	\$2,700.00
Sales Tax	\$0.00
Amount Received	\$0.00
<b>Balance Due</b>	<b>\$2,700.00</b>

IMPORTANT: Please include the invoice number when paying by check, wire, or ACH.  
NOTE: We cannot accept checks drawn from non-US/Canadian banks. All funds received must be in USD.

Wire Payment Info: Key Bank NA Association 127 Public Square Cleveland OH - SWIFT: keybus33 - Routing: 124000737 - Acct: 440581001425



**STORY COUNTY  
BOARD OF SUPERVISORS**

**LISA HEDDENS  
LINDA MURKEN  
LATIFAH FAISAL**

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

July 22, 2021

City of Nevada  
1209 5<sup>th</sup> St.  
Nevada, IA 50201

RE: Nevada Fieldhouse Project

The Story County Board of Supervisors is pleased to support the Nevada Fieldhouse Project. This will be a wonderful addition to the community's recreation resources. Additionally, we expect the fieldhouse will be used by a variety of County residents.

Financial support for the project in the amount of \$400,000 is approved. We understand that a Community Action and Tourism (CAT) grant and private funding is also being pursued in order to make this project a reality.

We appreciate the opportunity to support this project and invest in enhancing the quality of life for County residents. We wish you all the best as you advance this initiative and look forward to receiving an update on your progress.

Sincerely,

Lisa Heddens  
Chair, Story County Board of Supervisors

## STORY COUNTY UTILITY PERMIT

Date 7/19/21

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa, with its principal place of business at 2074 242<sup>nd</sup> St, Marshalltown, IA 50158, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electric on secondary route 595<sup>th</sup> Ave. from a pole on the east side \_\_\_\_\_ to a meter pedestal on the west side \_\_\_\_\_ a distance of 70 feet.

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

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

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.

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

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

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

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

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

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

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

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

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

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

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

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

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

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

Date 7-19-21

Consumers Energy

Name of Company (Applicant - Permittee)

641-485-4064

by

Phone no.

Recommended for Approval:

Date 7-19-21

515-382-7355

County Engineer

Phone no.

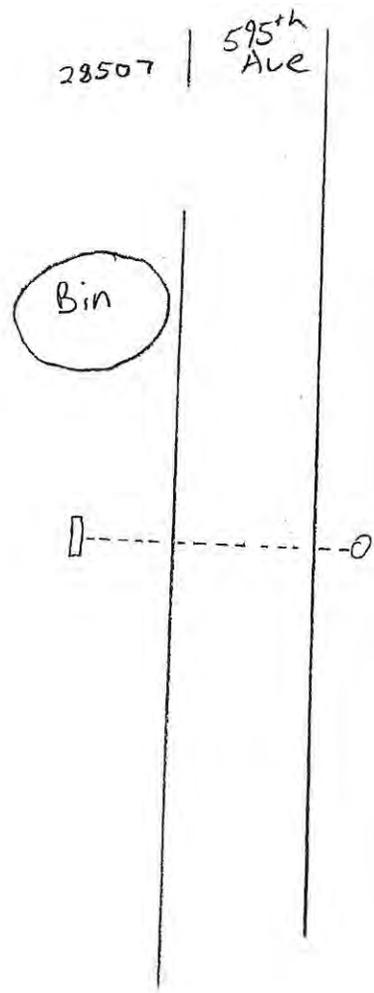
Approved:

Date 7-27-21

Chair, Board of Supervisors

Story County, Iowa

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



Bore under the roadbed a minimum of 4 foot and install 2 inch Duct containing 240 volt electric cable.

## STORY COUNTY UTILITY PERMIT

Date 7/19/21

To the Board of Supervisors, Story County, Iowa:

The Huxley Communications Cooperative Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at , 102 N Main Ave, Huxley, IA 50124, 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 optics on secondary route 290th St, from 55143 290th St to 54988 290th St, a distance of 0.18 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.

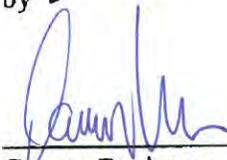
Date 7/19/2021

Huxley Communications - Brant Strumpfer OM  
Name of Company (Applicant - Permittee)

  
by \_\_\_\_\_ 515-203-6716  
Phone no.

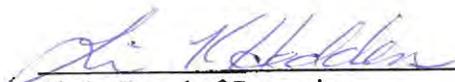
Recommended for Approval:

Date 7-19-21

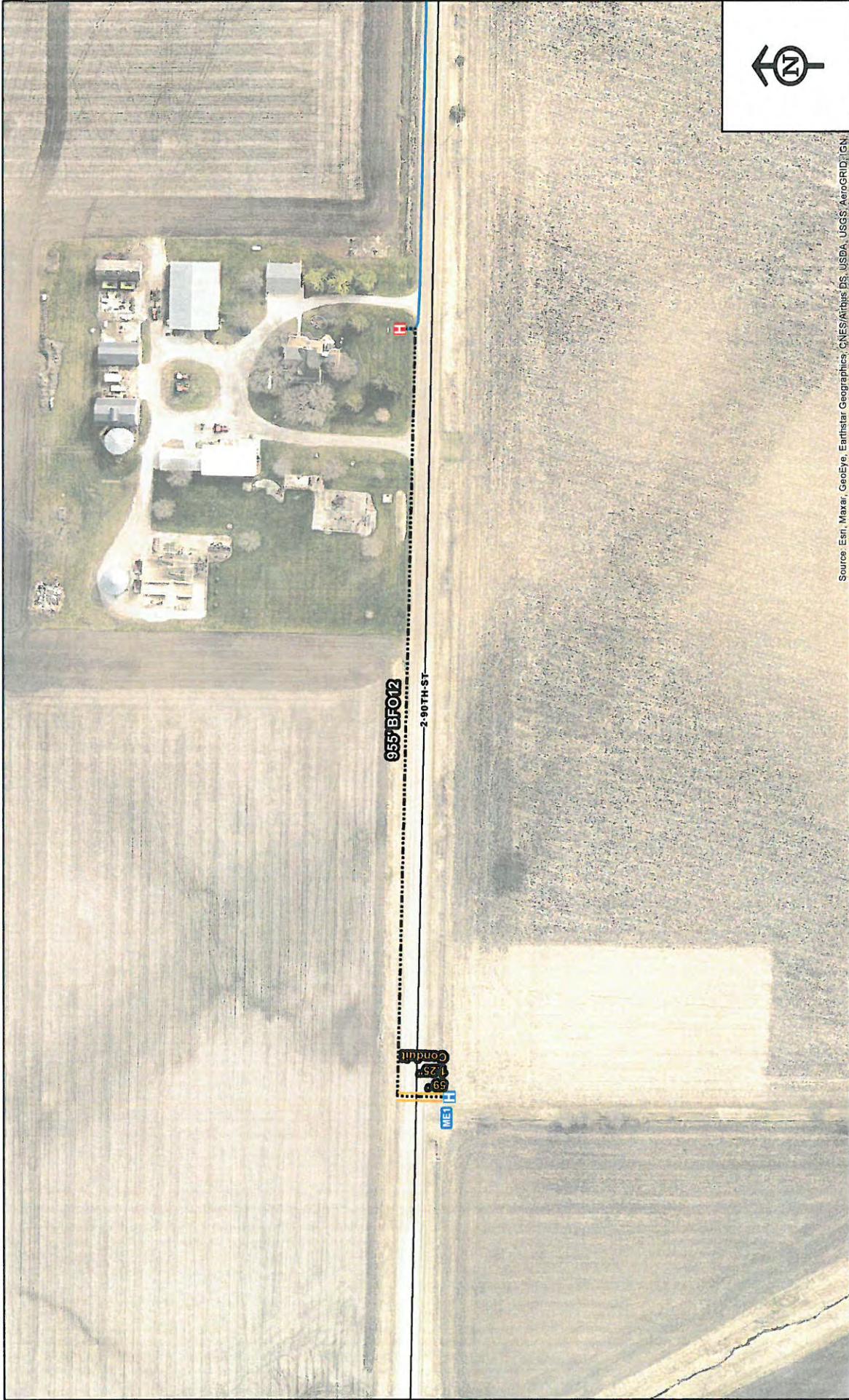
  
\_\_\_\_\_ 515-382-7355  
County Engineer Phone no.

Approved:

Date 7-27-21

  
\_\_\_\_\_ 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.



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN,

SHEET 01

SCALE 1 in = 100 ft

54988 290TH ST - CROSSES PIPELINE

HUXLEY COMMUNICATIONS

PRECISION UNDERGROUND UTILITIES



## STORY COUNTY UTILITY PERMIT

Date 7/20/21

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 2074 242<sup>nd</sup> St, Marshalltown, IA 50158, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electric on secondary route 280<sup>th</sup> St. from a pole on the south side of the road to a new transformer on the north side of the road distance of 160 feet.

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

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

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

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

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

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

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

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

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

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

Date 7-19-21

Consumers Energy

Name of Company (Applicant - Permittee)

641-485-4064

by

Phone no.

Recommended for Approval:

Date 7-20-21

515-382-7355

County Engineer

Phone no.

Approved:

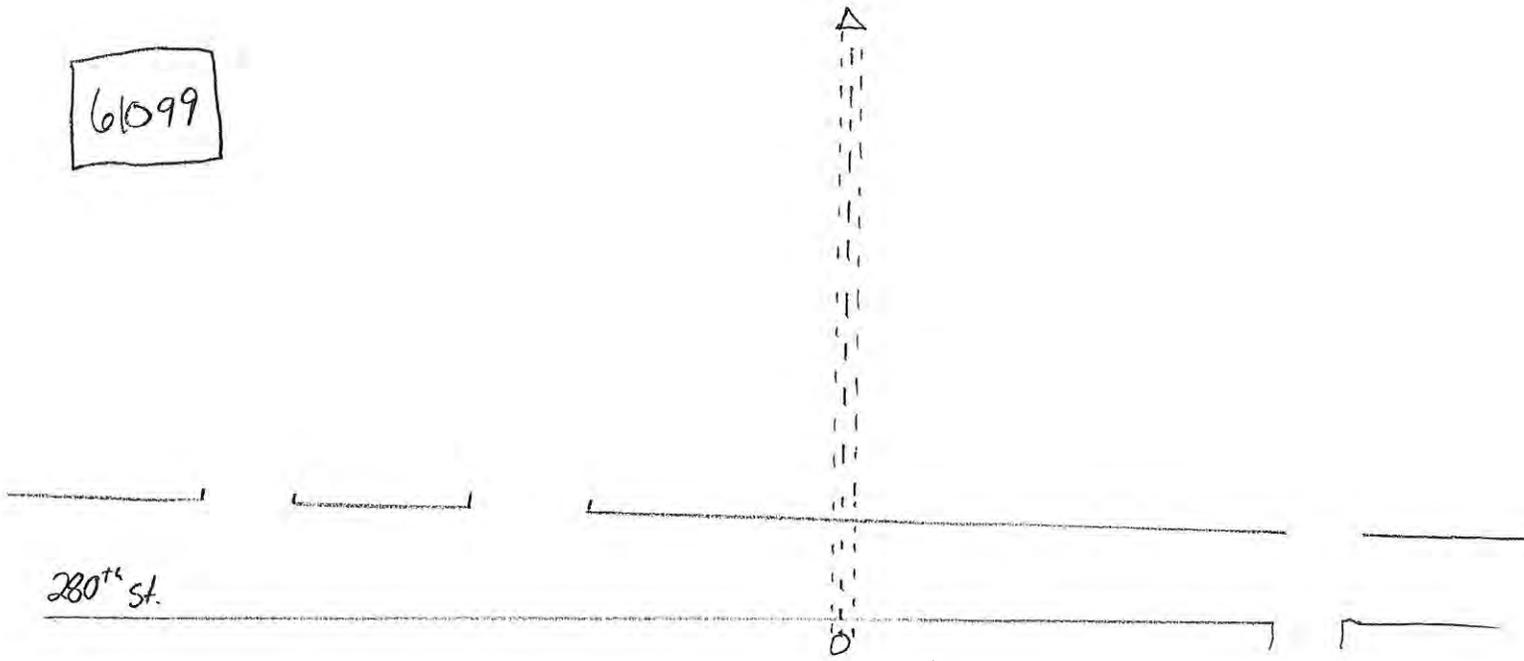
Date 7-27-21

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.**

↑  
N

61599



280th St.

6196

Bore under the roadbed a minimum of 4 foot and install 3 Ducts 2 inch in size containing 7200 volt electric cable.

1-00

Permit Number 22-5813

STORY COUNTY UTILITY PERMIT

Date 7/22/21

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.

#121090 - 2050

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 07.21.2021

XENIA RURAL WATER DISTRICT

Name of Company (Applicant - Permittee)

ROGER OLSEN (515) 676-2117

by R.O.W. Phone no.

Recommended for Approval:

Date 1-22-21

[Signature]

Asst. County Engineer

515-382-7355

Phone no.

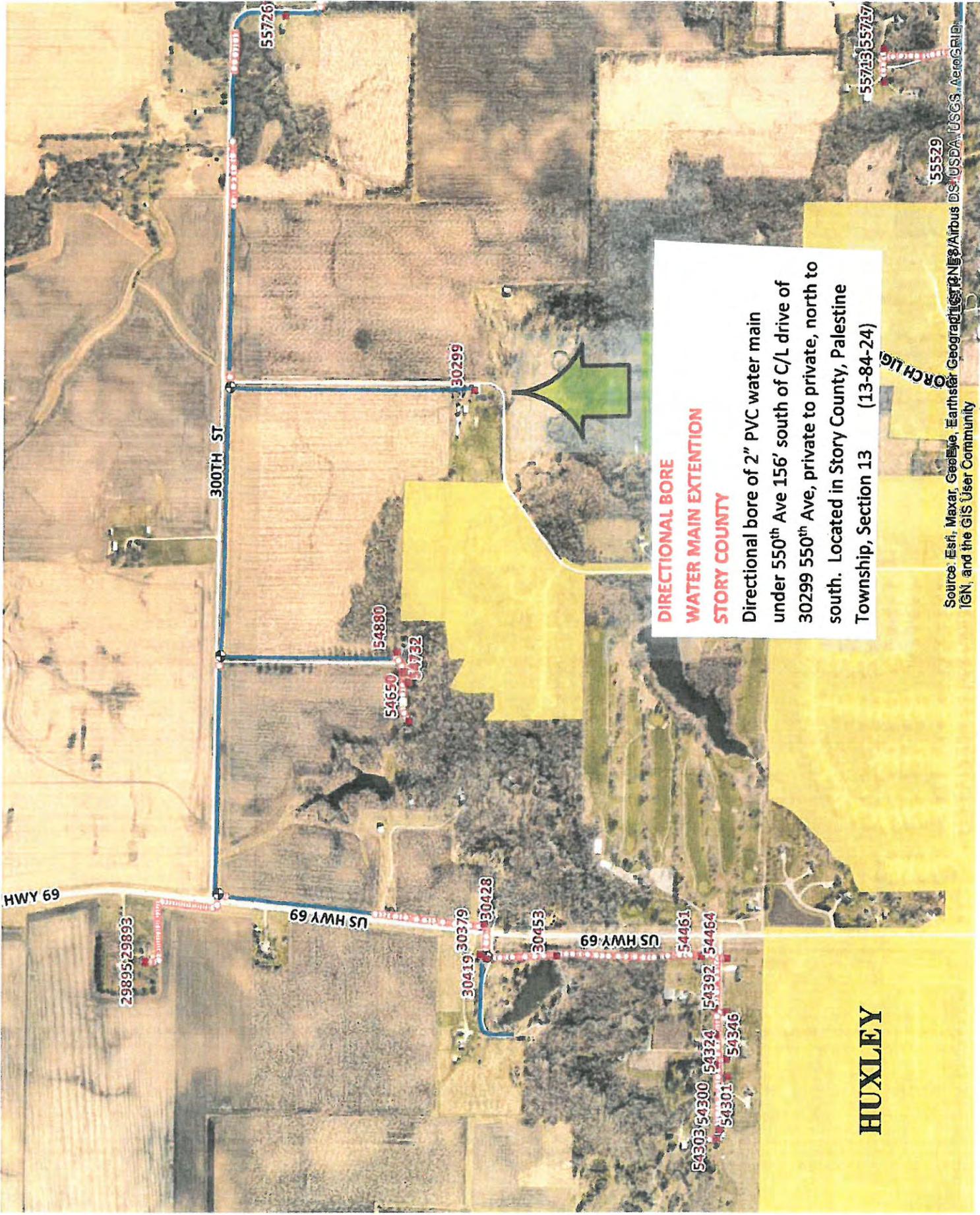
Approved:

Date 7-27-21

[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.



**DIRECTIONAL BORE  
WATER MAIN EXTENSION  
STORY COUNTY**

Directional bore of 2" PVC water main under 550<sup>th</sup> Ave 156' south of C/L drive of 30299 550<sup>th</sup> Ave, private to private, north to south. Located in Story County, Palestine Township, Section 13 (13-84-24)

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**HUXLEY**

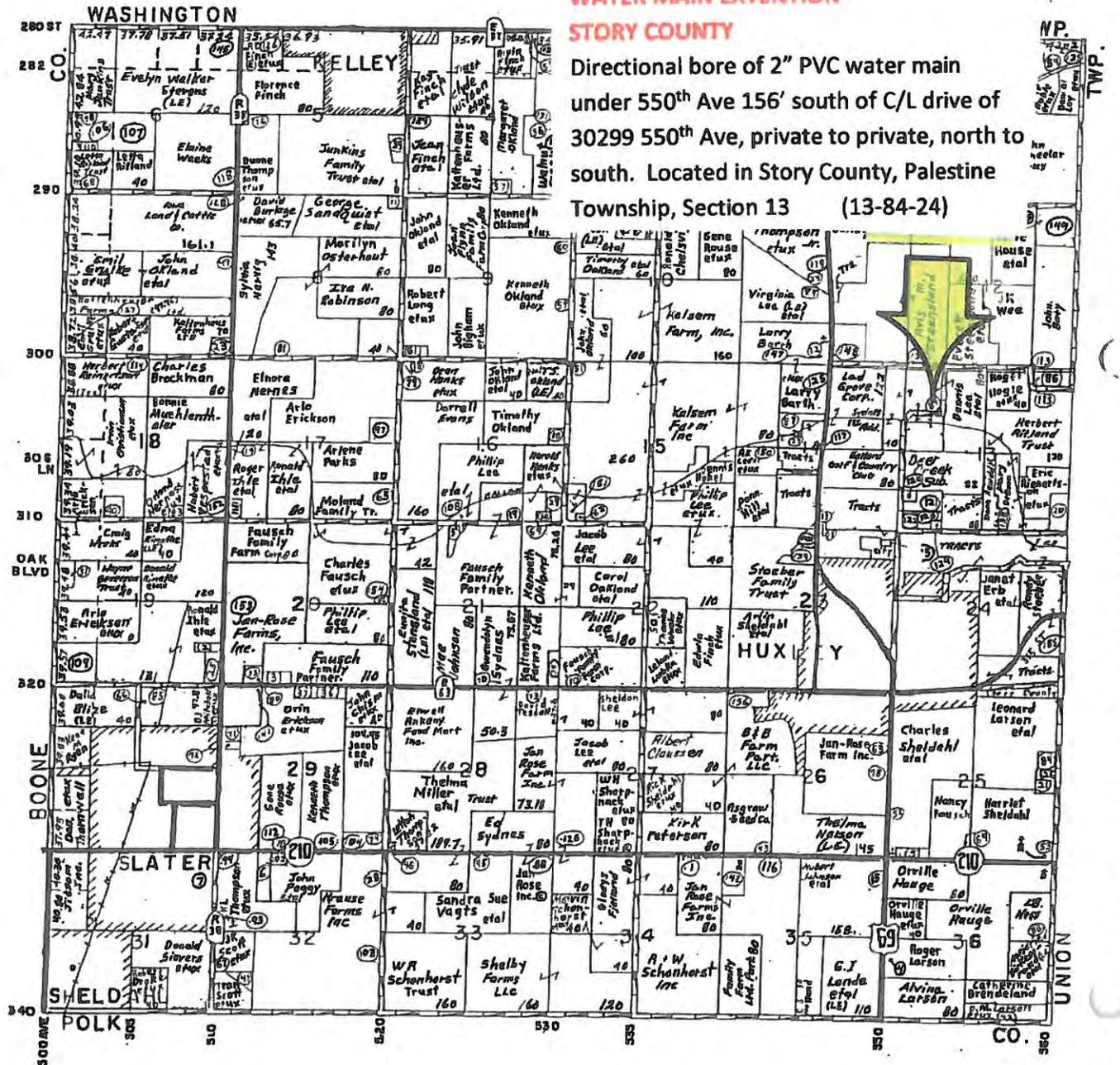
T82N

# PALESTINE

R24W

**DIRECTIONAL BORE  
WATER MAIN EXTENSION  
STORY COUNTY**

Directional bore of 2" PVC water main  
under 550<sup>th</sup> Ave 156' south of C/L drive of  
30299 550<sup>th</sup> Ave, private to private, north to  
south. Located in Story County, Palestine  
Township, Section 13 (13-84-24)





7/21/2021

<b>Dept Name</b>	<b>#</b>	<b>Amount</b>	<b>Reason</b>	<b>Funding Source</b>
Auditor	02			
		(15,000)	Contract Labor-Management (move)	General Fund
<i>Gen Fund</i>		<b>(15,000)</b>		
<b>Department Total</b>		<b>(15,000)</b>		
Animal Control	08	11,500	Employee's Insurance	Rural Fund
		30,400	Bldg Repair/Maint	Rural Fund/Assigned
<i>Rural Fund</i>		<b>41,900</b>		
		30,400	Special Animal Care	Friends of Animal
<i>Friends of Animal Fund</i>		<b>30,400</b>		
<b>Department Total</b>		<b>72,300</b>		
Gen Co Betterment 40%	10	3,000	Transportation - ASSET	Rural Fund/Assigned
		<b>3,000</b>		
Secondary Roads	20	1,896,301	Roadway Construction	Cap Proj Sec. Rds
<b>Department Total</b>		<b>1,896,301</b>		
Veterans Affairs	21	10,000	Community/Legion Grant	General Fund
<i>Gen Fund</i>		<b>10,000</b>		
<b>Department Total</b>		<b>10,000</b>		
Conservation	22	10,000	Environmental Educ Supply	General Fund Balance
		5,000	Equip Parts/Supplies	General Fund Balance
		30,000	Grounds Maint	General Fund Balance
		16,000	Bldg Repair/Maint	General Fund Balance
		9,655	Contract Labor	General Fund
		34,600	HOINT wayfinding signs	General Fund
		334,300	HOINT	General Fund
		(50,000)	Skunk River Stabilization	Move to ARPA Funds
<i>General</i>		<b>389,555</b>		
		22,000	Bldgs & Equip Dakins Cabin	Friends of Conservation
<i>Friends of Conserv</i>		<b>22,000</b>		
<b>Department Total</b>		<b>411,555</b>		
CLP	26	5,000	Group Home Maint	General Fund Assigned
<b>Department Total</b>		<b>5,000</b>		
Human Services Center	50	27,400	Equip Parts Supplies	General Fund Assigned
		10,000	Bldg Repair Maint	General Fund Assigned
<i>General</i>		<b>37,400</b>		
<b>Department Total</b>		<b>37,400</b>		
Facilities Manager	51	20,600	Equip. Parts & Supplies	General Fund Assigned
		(72,000)	Bldg Repairs & Maint	Move to ARPA Funds
<i>General</i>		<b>(51,400)</b>		
<b>Department Total</b>		<b>(51,400)</b>		
Justice Center Facilities	54	20,800	Equip. Parts & Supplies	General Fund Assigned
		34,500	Bldg Repair Maint	General Fund Assigned
		7,500	Schematic design training facility	General Fund
		(840,000)	HVAC Ph 1/2	Move to ARPA Funds
<i>General</i>		<b>(777,200)</b>		
<b>Department Total</b>		<b>(777,200)</b>		
Countywide Services	99	1,152,422	StoryComm	General Fund Restricted
		77,000	COVID 19 Byrne JAG	Federal pass-thru grant
		146,000	PH Emerg Preparedness	General Fund
		2,079	CARES pass thru-MGMC Expenses	General Fund

7/21/2021

	10,168	PPE -for health care workers	General Fund
	200,000	Rent/Utilities Assistance	General Fund
	12,630	Transportation - ASSET	General Fund Assigned
	6,560	Adult Day Care - ASSET	General Fund Assigned
	53,500	Watershed Management	General Fund
	33,000	Space Needs	General Fund
	10,000	Contract Labor - reimb E911	General Fund
<i>General Fund</i>	<u>1,703,359</u>		
	1,000,000	Social Services needs	ARPA funds
	100,000	Consultant Fees - Broadband	ARPA funds
	3,000,000	County Environment Needs	ARPA funds
	125,000	Scanning Project - Recorder	ARPA funds
	15,000	Digitalization of Board minutes	ARPA funds
	72,000	Barriers (move from Facilities_	ARPA funds
	1,347,000	HVAC Ph 2/3 (move from JC)	ARPA funds
	1,000,000	Management services	ARPA funds
	700,000	HG sewer/septic	ARPA funds
	47,000	McFarland Restoration mngmt (move)	ARPA funds
	50,000	Skunk River Stabilization (move fr Cons	ARPA funds
	1,000,000	Capital projects	ARPA funds
<i>ARPA Gen Subfund</i>	<u>8,456,000</u>		
	60,000	Insurance Reserve	General Supplemental
<i>Gen Supp Fund</i>	<u>60,000</u>		
	115,228	Econ Dev TIF	Balance of fund
<i>Urban Renewal Projects</i>	<u>115,228</u>		
	37,827	TELC	Balance of fund
<i>Cap Proj - TIF</i>	<u>37,827</u>		
<b>Department Total</b>	<b><u>10,372,414</u></b>		
<b>\$11,964,370 Total Amendment (Expenses)</b>			
	General Fund:		1,301,714
	ARPA Gen Fund Subfund		8,456,000
	Gen Supplemental Fund		60,000
	Rural Fund		44,900
	TIF fund		
	Urban Renewal Projects		115,228
	Capital Project SR		1,896,301
	Capital Projects TIF Fund		37,827
	Conservation Land Acquisition		0
	Friends of Conservation		22,000
	Friends of Animals Fund		30,400
			<u>11,964,370</u>

Expenses

7/21/2021

<u>Dept Name</u>	<u>#</u>	<u>Amount</u>	<u>Reason</u>	<u>Funding Source</u>
Veteran's Affairs	21	10,000	Legion Grant	
<b>Department Total</b>		<b>10,000</b>		
Conservation	22	191,580	Other State Grants	Grant
<i>General Fund Total</i>		<b>191,580</b>		
<b>Department Total</b>		<b>191,580</b>		
Countywide Services	99			
		77,000	COVID 19 Byrne JAG	Federal Pass thru
		146,000	Pub Health Emerg Preparedness	State Grant
		53,500	Watershed Mngmt - IDNR	State Grant
<i>General Fund Total</i>		<b>276,500</b>		
		9,431,900	ARPA Funds	Federal
<i>General SubFund</i>		<b>9,431,900</b>		
		(12,867)	TIF Revenues	TIF Fund
<i>TIF Fund Total</i>		(12,867)		
<b>Department Total</b>		<b>263,633</b>		
<b>Total Request</b>		<b>9,897,113</b>	<b>Total Amendment (Revenues)</b>	
			General Fund:	478,080
			ARPA Gen Fund Subfund	9,431,900
			General Supplemental Fund	0
			TIF	(12,867)
			Urban Renewal TIF	
				<b>9,897,113</b>

Revenues

"STATEMENT OF CHANGE IN FUNDS BALANCE"

FUND NAME & NUMBER	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE			
<b>FY'22 BUDGET</b>							
GENERAL BASIC #01000	11,175,938	23,194,240	24,883,143	9,487,035	2,366,647		30.74%
GEN. SUPPLEMENTAL #02000	1,734,133	6,058,449	6,259,048	1,533,534	<i>Restricted</i>		24.50% 29.32%
COUNTY MHDS FUND #10000	206,864	1,911,258	1,892,751	225,371	<i>Restricted</i>		11.91%
RURAL SERVICES #11000	1,568,655	6,811,851	7,194,998	1,185,508	243,090		20.69%
TIF #15000	58	891,380	876,429	15,009	<i>Restricted</i>		
URBAN RENEWAL PPROJ #17000	0	43,809	43,809	0	<i>Restricted</i>		
SECONDARY ROADS #20000	3,807,823	7,876,230	8,178,886	3,505,167	<i>Restricted</i>		42.86%
SPEC. LAW ENFCMENT #22000	46,717	15,600	10,698	51,619	<i>Restricted</i>		
REAP #23000	95,429	28,400	0	123,829	<i>Restricted</i>		
EMPLOYEE WELLNESS #26000	137	0	0	137	<i>Restricted</i>		
RECORDERS RECORDS #27000	64,041	14,700	25,605	53,136	<i>Restricted</i>		
JAIL INMATE CMSRY #28000	101,784	56,000	75,000	82,784	<i>GF Assigned</i>		
DEBT SERVICE #29000	2,649	725,550	718,300	9,899	<i>Restricted</i>		
CAPITAL PROJECTS #30000	127,339	350,000	350,000	127,339	<i>Restricted</i>		
CAP PROJ SECRRS #31000	0	0	0	0	<i>Restricted</i>		
CAPITAL PROJECTS TIF #32000	570,117	0	500,000	70,117	<i>Restricted</i>		
SHERIFF RES OFFICERS #35000	32,104	1,000	12,000	21,104	<i>Restricted</i>		
CO ATTY FINE COLLECTION #38000	334,856	35,000	12,100	357,756	<i>GF Assigned</i>		
CONSERV LAND ACQ & CAP#68000	75,011	182,250	500	256,761	<i>GF Assigned</i>		
FRIENDS OF CONSERV #73000	1,115,459	154,000	81,130	1,188,329	<i>Restricted</i>		
FRIENDS OF ANIMALS #74000	67,743	30,400	25,000	73,143	<i>Restricted</i>		
<b>TOTAL</b>	<b>21,126,857</b>	<b>48,380,117</b>	<b>51,139,397</b>	<b>18,367,577</b>			
<b>FY'22 AMENDMENT</b>							
GENERAL BASIC #01000	14,450,095	23,672,320	26,184,857	11,937,558	2,673,046		37.87%
ARPA General Subfund #01010	0	9,431,900	8,456,000	975,900	<i>Restricted</i>		
GEN. SUPPLEMENTAL #02000	2,267,548	6,058,449	6,319,048	2,006,949	<i>Restricted</i>		31.76% 36.60%
COUNTY MHDS FUND #10000	407,351	1,911,258	1,892,751	425,858	<i>Restricted</i>		22.50%
RURAL SERVICES #11000	2,170,096	6,811,851	7,239,898	1,742,049	302,790		31.02%
TIF #15000	78,306	878,513	876,429	80,390	<i>Restricted</i>		
URBAN RENEWAL PPROJ #17000	115,228	43,809	159,037	0	<i>Restricted</i>		
SECONDARY ROADS #20000	5,650,534	7,876,230	8,178,886	5,347,878	<i>Restricted</i>		65.39%
SPEC. LAW ENFCMENT #22000	82,176	15,600	10,698	87,078	<i>Restricted</i>		
REAP #23000	106,522	28,400	0	134,922	<i>Restricted</i>		
EMPLOYEE WELLNESS #26000	666	0	0	666	<i>Restricted</i>		
RECORDERS RECORDS #27000	67,184	14,700	25,605	56,279	<i>Restricted</i>		
JAIL INMATE CMSRY #28000	115,445	56,000	75,000	96,445	<i>GF Assigned</i>		
DEBT SERVICE #29000	2,348	725,550	718,300	9,598	<i>Restricted</i>		
CAPITAL PROJECTS #30000	127,429	350,000	350,000	127,429	<i>Restricted</i>		
CAPITAL PROJECTS SR #31000	1,896,301	0	1,896,301	0	<i>Restricted</i>		
CAPITAL PROJECTS TIF #32000	537,828	0	537,827	1	<i>Restricted</i>		
SHERIFF RES OFFICERS #35000	32,353	1,000	12,000	21,353	<i>Restricted</i>		
CO ATTY FINE COLLECTION #38000	328,437	35,000	12,100	351,337	<i>GF Assigned</i>		
CONSERV LAND ACQ & CAP#68000	744,182	182,250	500	925,932	<i>GF Assigned</i>		
FRIENDS OF CONSERV #73000	1,138,591	154,000	103,130	1,189,461	<i>Restricted</i>		
FRIENDS OF ANIMALS #74000	117,718	30,400	55,400	92,718	<i>Restricted</i>		
<b>TOTAL</b>	<b>30,436,338</b>	<b>58,277,230</b>	<b>63,103,767</b>	<b>25,609,801</b>			

fund balances

**Ending Fund Balance Projections for June 30, 2022**

**FY22 General Fund**

Restricted		Bonded StoryComm
Committed:	717,769	DAPL Conserv - ETF
Assigned:	467,067	CIP Projects
	3,319	ASSET
	243,916	Small Community Funding
	0	Justice Center Renovations
	<u>1,240,977</u>	Future Capital Project Needs
	1,955,278	
Unassigned:	9,264,512	<i>38% of budgeted general fund expenditures</i>
25% =	6,116,214	
	3,148,298	

**FY22 Supplemental Fund**

Restricted:	2,006,949	<i>32% of budgeted supplemental fund expenditures</i>
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All other budgetary funds are restricted used funds.



**STORY COUNTY  
BOARD OF SUPERVISORS  
LISA HEDDENS  
LINDA MURKEN  
LATIFAH FAISAL**

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

July 19, 2021

Story County Board of Supervisors  
900 Sixth Street  
Nevada, IA 50201

RE: FY22 ASSET Funder Priorities

Dear Board of Supervisors,

Each year, individual Funders review and determine if there are any needed changes to the list of priorities used to make funding recommendations during the ASSET budget allocation process. Additionally, agencies use them to ensure the services they provide are consistent with the County's current priorities.

In the past, Story County's ASSET Funder priorities were provided as follows, with the three service categories listed in priority order but the bullet points below the main categories were not prioritized. This year Funders are asked to rank all priorities listed. I have also highlighted areas where greater clarity is needed.

1. Services addressing basic needs

- Affordable, quality childcare
- Affordable, quality housing (including temporary/transitional housing)
- Transportation
- Food and nutrition
- Access to medical, dental, mental health, substance abuse, and co-occurring care

2. Services addressing safety and well-being needs

- Legal assistance
- Social and educational development and opportunities
- Access to emergency services

3. Services promoting self-sufficiency

- Services and supports allowing people to remain in their homes
- Education and awareness

NOTES for Agencies and Volunteers:

1. Story County does not fund mental health services; these services are funded through the CICS region.
2. Any services that are funded by Story County must be available and accessible countywide.

**APPROVED**      **DENIED**  
Board Member Initials: AKH  
Meeting Date: 7-27-21  
Follow-up action: <sup>LHH</sup> Changes made  
during BOS mtg

Also note that the County's pre-pandemic policy did not allow for using ASSET funds to support rent and utilities, since the County also provides General Assistance (GA) funding through Community Services. However, the manner in which the pandemic has negatively impacted Story County residents has highlighted the need for the Board to consider funding organizations like Good Neighbor and others that provide rent and utility assistance. Funding services provided by these agencies will expand the reach of these organizations and allow for more residents in need to benefit from ASSET funding.

The following items are requested:

1. Rank all priorities listed.
2. Approve FY22 ASSET Funder Priorities.
3. Revisit the policy of not funding agencies that provide financial assistance for rent and utilities.

Respectfully,



Sandra King

Director of External Operations and County Services

Attachment

Current Story County ASSET Funder Priorities



## Story County Priorities

Updated 8/25/2020

**\*\*Services funded by Story County must be available and accessible countywide\*\***

The following service categories are listed in a prioritized order (sub-bullets are not prioritized):

1. Services addressing basic needs

- Affordable, quality childcare
- Affordable, quality housing (including temporary/transitional housing)
- Transportation
- Food and nutrition
- Access to medical, dental, mental health, substance abuse, and co-occurring care

2. Services addressing safety and well-being needs

- Legal assistance
- Social and educational development and opportunities
- Access to emergency services

3. Services promoting self-sufficiency

- Services and supports allowing people to remain in their homes
- Education and awareness

**APPROVED**      **DENIED**

Board Member Initials: AKH

Meeting Date: 7-27-21

Follow-up action: with Changes made at  
BIS mtg



**ATTACHMENT A**

**Riggins Family Farm Residential Parcel Subdivision**

**Description**

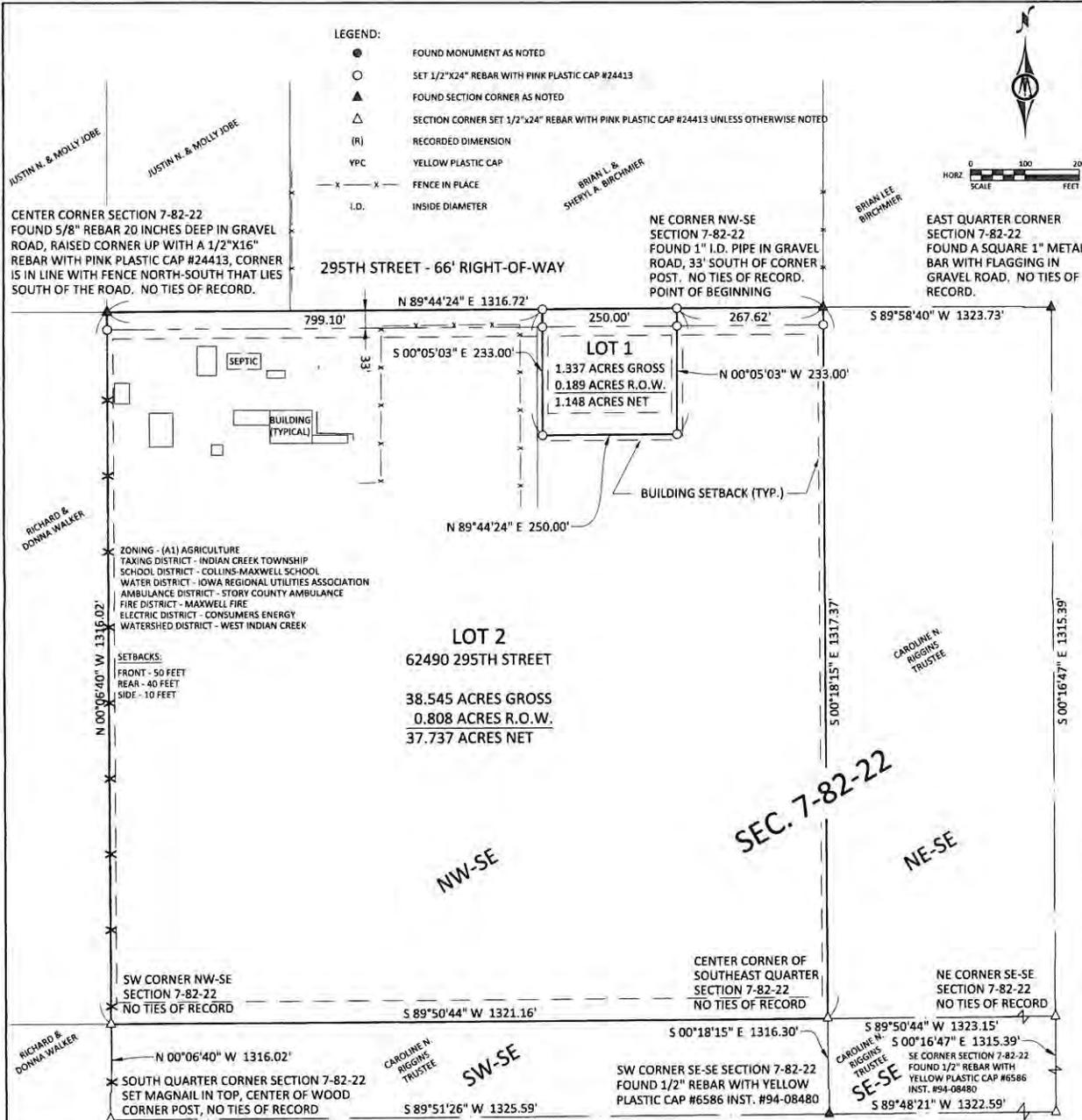
*The Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Eighty-two (82) North, Range Twenty-two (22) West of the 5th P.M., Story County, Iowa, and being more particularly described as follows:*

*Beginning at the Northeast Corner of the Northwest Quarter of the Southeast Quarter of said Section 7; thence S00°18'15"E, 1317.37 feet to the Southeast Corner of the Northwest Quarter of the Southeast Quarter of said Section 7; thence S89°50'44"W, 1321.16 feet to the Southwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 7; thence N00°06'40"W, 1316.02 feet to the center corner of said Section 7, thence N89°44'24"E, 1316.72 feet along the North line of the Northwest Quarter of the Southeast Quarter of said Section 7 to the point of beginning.*

**ATTACHMENT B**

INDEX LEGEND	
LOCATION	NW1/4-SE1/4 SEC 7, T-82-N, R-22-W STORY COUNTY, IOWA
REQUESTOR:	PAIGE HOLMES
PROPRIETOR:	CAROLINE N. RIGGINS, TRUSTEE OF THE CAROLINE N. RIGGINS REVOCABLE LIVING TRUST AGREEMENT DATED APRIL 8, 2016
SURVEYOR:	LUKE D. AHRENS, P.L.S. #24413
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	LUKE D. AHRENS, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100

FOR RECORDER USE ONLY



**LEGAL DESCRIPTION - RIGGINS FAMILY FARM SUBDIVISION**  
 THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 82 NORTH, RANGE 22 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE S00°18'15" E, 1317.37 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE S89°50'44" W, 1321.16 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE N00°06'40" W, 1316.02 FEET TO THE CENTER CORNER OF SAID SECTION 7; THENCE N89°44'24" E, 1316.72 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7 TO THE POINT OF BEGINNING.

- NOTES:**
- THIS PLAT IS SUBJECT TO EASEMENTS APPARENT OR OF RECORD.
  - BEARINGS SHOWN ARE IOWA REGIONAL COORDINATE SYSTEM - ZONE 8 (AMES-DES MOINES), US SURVEY FOOT.
  - THIS SURVEY MEETS OR EXCEEDS IOWA SURVEY CODE 355.
  - CURRENT WARRANTY DEED OF RECORD IS INST. #2016-03974.
  - ALL NEW LOTS SHALL REQUIRE A 911 ADDRESS FOR INHABITED STRUCTURES, INCLUDING RESIDENCES AND BUSINESSES, TELECOMMUNICATIONS TOWERS AND FACILITIES, AND FOR ANY PUBLIC ASSEMBLY AREA INCLUDING OPEN-AIR, OUTDOOR ACTIVITIES. 911 ADDRESSES SHALL BE ASSIGNED BY STORY COUNTY AT THE REQUEST OF THE PROPERTY OWNER.
  - DATE OF SURVEY - DECEMBER 28, 2020
  - NO UTILITY EASEMENTS WERE DISCOVERED ON THIS SUBDIVISION.
  - THE RIGGINS FAMILY FARM SUBDIVISION DOES NOT FALL IN A SPECIAL FLOOD HAZARD AREA.
  - NO WELL HEAD WAS OBSERVED DURING THE TIME OF THIS SURVEY.
  - CURRENT SITE ADDRESS IS: 62490 295TH STREET, MAXWELL, IOWA, 50161.
  - CURRENT PROPRIETOR ADDRESS IS: 504 E. FAIRMONT DRIVE, TEMPE, AZ, 85282.

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

*Luke Ahrens* 1

LUKE D. AHRENS, P.L.S.  
 REG. NO. 24413 DATE: 2021-07-16  
 MY LICENSE RENEWAL DATE IS: 12/31/2021  
 PAGES OR SHEETS COVERED BY THIS SEAL:  
 THIS SHEET

**A RESIDENTIAL PARCEL SUBDIVISION - RIGGINS FAMILY FARM SUBDIVISION**  
 NW1/4-SE1/4 SECTION 7-T82N-R22W, STORY COUNTY, IOWA

**BOLTON & MENK**

1519 BALTIMORE DRIVE  
 AMES, IOWA 50010  
 (515) 233-6100

SHEET  
 1 OF 1

# Staff Report

## Board of Supervisors

**Date of Meeting:**

July 27, 2021

**Case Number SUB21-000003**

Residential Parcel Subdivision  
Riggins Family Farm Subdivision  
Resolution No. 22-09

**APPLICANT:**

Dentons, Davis, Brown Law Firm—Ryan Haaland  
2605 Northridge Parkway, Suite 101  
Ames, IA 50010

**STAFF PROJECT MANAGER:**

Andrea Wagner, Planner

**SUMMARY:**

The proposed Residential Parcel Subdivision will reconfigure an existing parcel (15-07-400-100) into two lots as follows, in order from west to east:

- Proposed Lot 2, a 37.737 net-acre lot, which contains the existing dwelling at 62490 295<sup>th</sup> Street, accessory structures, and pasture and row crop production.
- Proposed Lot 1, a 1.148 net-acre lot. Lot 1 is in row crop production at this time. The subdivision will allow a dwelling to be constructed on Lot 1 in the future.

All requirements for a residential parcel subdivision have been met. Planning and Development staff recommend approval.





**Property Owner**

Caroline N. Riggins, Trustee of the Caroline N. Riggins Revocable Living Trust

**Parcel Identification Number(s)**

15-07-400-100

**Size of Area**

39.00 net acres

**Location of Subdivision**

Indian Creek Township (Section 7, Township 82, Range 22) NW SE

**Districts**

A-1 Agricultural District  
Maxwell Fire  
Collins-Maxwell School District  
Iowa Regional Utilities Association  
Consumers Energy  
Story County Ambulance  
West Indian Creek Watershed

**Description of Proposed Subdivision**

The application is to consider a request for a Residential Parcel Subdivision to reconfigure an existing parcel into two lots as follows, in order from west to east:

- Proposed Lot 2, a 37.737 net-acre lot, which contains the existing dwelling at 62490 295<sup>th</sup> Street, accessory structures, and pasture and row crop production.
- Proposed Lot 1, a 1.148 net-acre lot. Lot 1 is in row crop production at this time. The subdivision will allow a dwelling to be constructed on Lot 1 in the future. The lot is proposed to be located east of the pasture land.

Lot 2 has an existing access located on 295<sup>th</sup> Street. A new access would need to be granted for Lot 1 off of 295<sup>th</sup> Street when development occurs.

**Current and Future Land Use**

Both proposed Lot 1 and 2 are currently zoned for A-1 Agricultural. Currently, Lot 2 has an existing dwelling and accessory structures and is considered a farmstead. The area that is proposed for Lot 2 is currently being used for row crop production.

The property is designated as Agricultural Conservation on the Cornerstone to Capstone (C2C) Future Land Use Map. There is no floodplain on either proposed lot.



Principles for Agricultural Conservation Area designation include to encourage high-value agriculture lands to remain in production, direct non-agricultural development to other C2C Plan Designations, and limit conflicts between agricultural uses, residences, and other uses.

A residential parcel subdivision is limited to yielding two lots and once approved, no further residential parcel subdivisions can take place to create additional buildable lots. These requirements for a residential parcel subdivision help preserve agricultural land.

While this somewhat increases the density of the area, going through the residential parcel subdivision process also prevents more intensive development occurring without a rezoning. In a 2019 property research request submitted by the family for the parcel in question, they indicated they would like to be able to build another dwelling so that two generations can maintain and run the farm. In a phone call on July 21, 2021, to Paige Holmes—granddaughter of the property owner—Ms. Holmes confirmed that this is still the family’s intent and she plans on constructing the new dwelling on Lot 1. The lot is proposed to be located east of the pasture land so only row crops will be taken out of production.

Erosion control requirements in Section 88.05 will apply to any development of the lots. The requirements include a construction buffer from sensitive environmental areas and other requirements for temporary stabilization of disturbed soils on a site, permanent stabilization at project completion, and a designated concrete washout.

#### **Applicant’s Property and Current Surrounding Land Use**

The property is located in Indian Creek Township. It is not within two miles of any cities.

Adjacent properties include:

##### **North**

A 4.65 net-acre parcel in the A-1 Agricultural zoning district. This parcel is owned by Jobe, Justin N. and Molly. This parcel includes a dwelling.

A 36.22 net-acre parcel in the A-1 Agricultural zoning district. This parcel is owned by Birchmier, Brian L. and Sheryl A. This parcel is in row crop production.

##### **East**

A 39.00 net-acre parcel in the A-1 Agricultural zoning district. This parcel is owned by Riggins, Caroline N., Trustee. This parcel is in row crop production.

##### **South**

A 40.00 net-acre parcel in the A-1 Agricultural zoning district. This parcel is owned by Riggins, Caroline N., Trustee. This parcel is in row crop production.



**West**

A 39.00 net-acre parcel in the A-1 Agricultural zoning district. This parcel is owned by Walker, Richard and Donna. The parcel contains a dwelling, accessory structures, and is in row crop production.

Other diagonally-adjacent properties are all 40-acre parcels in row crop production.

There are twenty-two (22) parcels located within a quarter mile of the property. Of those parcels, two (2) contain a single-family dwelling. Nineteen (19) parcels within the quarter mile of the property meet or exceed the minimum 35-acre requirement to construct a single-family dwelling in the A-1 Agricultural Zoning District.

**Applicable Regulations – Story County Land Development Regulations**

**87.07 RESIDENTIAL SUBDIVISION PLAT**

1. A subdivision may be submitted for review and approval as a residential parcel subdivision plat when all of the following are true:
  - a. The development lots created by the subdivision are intended to be used for residential purposes;
  - b. Only two development lots may be created;
  - c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead as defined in Section 85.08, in existence;
  - d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use;
  - e. The subdivision lies wholly within the A-1 district. For parcels located within the boundaries of the *Ames Urban Fringe Plan*, the subdivision must be both zoned A-1 Agricultural and lie wholly within the Rural Service and Agricultural Conservation Area designation;
  - f. Both development lots (created by the Residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met
  - g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement
  - h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.
  - i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat.



**Commentary**

The following comments are part of the official record of the proposed Residential Subdivision Plat – **Riggins Family Farm Subdivision, Case No. SUB21-000003**. If necessary, conditions of approval may be formulated based on these comments.

**Comments from the Interagency Review Team**

The application materials were forwarded to the members of the Interagency Review Team on May 18, 2021, and the following applicable comments were received.

**Story County Engineer**

A driveway permit will be required from our office for any new driveways.

**Story County Environmental Health**

As a reminder, as of January 1, 2021, Story County requires all septic tanks be pumped at least every five years.

**Story County Assessor**

Lot 1 will be classified residential and assessed at market value if sold to a third party. Lot 1 will be classified as agricultural as long as the owner retains contiguous agricultural acres.

**Story County Conservation**

No comments

**Story County Auditor**

Please change the legal description submitted with the application to only include the area being subdivided—the NW of the SE of Section 7.

**Story County Emergence Management**

No comments

**Comments from the General Public**

On July 20, 2021, notification letters were mailed to surrounding property owners within a ¼ mile of the subject property regarding the public meeting on the subdivision request.

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

**Comments from Cities within Two Miles**

N/A—No cities within two miles.



### **Analysis**

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

1. The property owner proposes to reconfigure an existing parcel, totaling 39.00 net acres, to create one additional buildable lot. There are plans to develop Lot 1 in the future.
2. The dwelling on proposed Lot 1 will be for family and the intent is to allow future generations to live and continue to farm the property. The lot is proposed to be located east of the pasture land on the subject property so only row crops will be taken out of production.
3. There is an existing dwelling on Lot 2.
4. An access exists for Lot 2, but an access will need to be created for Lot 1.
5. All requirements for a Residential Subdivision Plat in Section 87.07 of the Story County Land Development Regulations are met.
6. There are a total of 22 parcels located within a quarter mile of the subject property. Of the 22 parcels, 2 contain single-family dwellings.
7. Additional divisions of the lots created with Residential Parcel Subdivisions are not permitted.

### **Alternatives**

Story County Planning & Development Staff recommend the approval of the Riggins Family Farm Residential Parcel Subdivision, as submitted (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #22-09, the Riggins Family Farm Residential Parcel Subdivision, as submitted.**
2. The Story County Board of Supervisors approves Resolution #22-09, the Riggins Family Farm Residential Parcel Subdivision, as presented.
3. The Story County Board of Supervisors denies Resolution #22-09, the Riggins Family Farm Residential Parcel Subdivision, as submitted.
4. The Story County Board of Supervisors tables the decision on Resolution #22-09, the Riggins Family Farm 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 Supervisor's agenda.

CONSENT TO PLATTING

KNOW ALL PERSONS BY THIS INSTRUMENT:

That the undersigned, Caroline N. Riggins, Trustee of the Caroline N. Riggins Revocable Living Trust Agreement dated April 8, 2016, ("Owner") does hereby covenant that Owner is the lawful owner of real estate described as follows:

*The Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Seven (7), Township Eighty-two (82) North, Range Twenty-two (22) West of the 5<sup>th</sup> P.M., Story County, Iowa, and being more particularly described as follows:*

*at  
Beginning at the Northeast Corner of the Northwest Quarter of the Southeast Quarter of said Section 7; thence S00°18'15"E, 1317.37 feet to the Southeast Corner of the Northwest Quarter of the Southeast Quarter of said Section 7; thence S89°50'44"W, 1321.16 feet to the Southwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 7; thence N00°06'40"W, 1316.02 feet to the center corner of said Section 7, thence N89°44'24"E, 1316.72 feet along the North line of the Northwest Quarter of the Southeast Quarter of said Section 7 to the point of beginning.*

Owner hereby certifies, acknowledges and declares that the platting of this real estate to be known as RIGGINS FAMILY FARM SUBDIVISION is with Owner's free consent and in accordance with Owner's desire as proprietor.

Dated this 14 day of June, 2021

Caroline N. Riggins Revocable Living Trust Agreement dated April 8, 2016

Caroline N. Riggins  
Caroline N. Riggins, Trustee

State of ARIZONA, MARICOPA County, ss:

On this 14 day of JUNE, 2021, before me, a Notary Public in and for the above-referenced County and State, personally appeared Caroline N. Riggins, Trustee of the Caroline N. Riggins Revocable Living Trust Agreement dated April 8, 2016, to me personally known, who being by me duly sworn, has signed this instrument as the voluntary act and deed.

[Signature]  
Notary Public in and for AZ County, MARICOPA





Ryan L. Haaland  
RyanHaaland@davisbrownlaw.com  
phone: 515-288-2500  
Ames Office

February 2, 2021

Caroline Riggins  
62490 295<sup>th</sup> Street  
Cambridge, Iowa 50046

Cc: Story County Planning & Development  
900 6<sup>th</sup> Street  
Nevada, Iowa 50201

Cc via email: Paige Holmes  
paigerigginshorsemanship@gmail.com

**RE: Attorney’s Opinion - Riggins Family Farm Subdivision, Story County, Iowa**

Ladies and Gentlemen:

I, Ryan L. Haaland, hereby state that I am an Attorney at Law, duly admitted to practice law in the State of Iowa, and an attorney at the Davis Brown Law Firm, with offices at 2605 Northridge Parkway, Ames, Story County, Iowa. I further state that I have examined the Abstract of Title to the following described real property, to-wit:

*The Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Seven (7), Township Eighty-two (82) North, Range Twenty-two (22) West of the 5<sup>th</sup> P.M., Story County, Iowa, and being more particularly described as follows:*

*Beginning <sup>at</sup> the Northeast Corner of the Northwest Quarter of the Southeast Quarter of said Section 7; thence S00°18'15"E, 1317.37 feet to the Southeast Corner of the Northwest Quarter of the Southeast Quarter of said Section 7; thence S89°50'44"W, 1321.16 feet to the Southwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 7; thence N00°06'40"W, 1316.02 feet to the center corner of said Section 7, thence N89°44'24"E, 1316.72 feet along the North line of the Northwest Quarter of the Southeast Quarter of said Section 7 to the point of beginning.<sup>1</sup>*

(the “Real Estate”) from root of title thereof, down to and including the 21<sup>st</sup> day of January 2021, last certified by Abstract & Title Services of Story County (Iowa Title Guaranty Division Member #8650) to 8:00 a.m. of the aforesaid date. The Real Estate has now been subdivided and is now known as **RIGGINS FAMILY SUBDIVISION, STORY COUNTY, IOWA.**

Based upon information within the said Abstract of Title, it is my opinion that the fee simple title to the Real Estate is vested in **Caroline N. Riggins, Trustee of the Caroline N. Riggins Revocable Living**

<sup>1</sup> Certified abstract includes additional land.  
#3254675 v.2

DAVIS BROWN KOEHN SHORS & ROBERTS P.C.

**Trust Agreement dated April 8, 2016.** The Real Estate is free from encumbrances, excepting, however, that the Real Estate is subject to the following:

1. Easements of record and to zoning ordinances of record for Story County, Iowa.

This opinion given in compliance with Iowa Code Section 354.11 and may be relied upon for such purposes as stated therein.

Dated this 2<sup>nd</sup> day of February 2021.

DAVIS, BROWN, KOEHN, SHORS & ROBERTS, P.C.

A handwritten signature in black ink, appearing to read 'R. Haaland', is positioned above the printed name.

Ryan L. Haaland  
Iowa Title Guaranty No. 10370

Prepared By: Ryan L. Haaland, 2605 Northridge Parkway, Ames, IA 50010; (515) 288-2500  
Return To: Same As Above

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### TREASURER'S CERTIFICATE

State of Iowa, County of Story, ss.:

I, Ted Rasmusson, Treasurer of Story County, Iowa, in accordance with Iowa Code sections 354.11 and 354.12, hereby certify that the real property described in the attached subdivision plat to be known as: RIGGINS FAMILY FARM SUBDIVISION

is free from certified taxes and certified special assessments. More particularly, the official records of my office show that all certified taxes and special assessments have been paid in full for the parcel of land presently having the following tax parcel identification numbers:

**15-07-400-100**

which, based upon the representations of the owner identified in the Consent to Platting to which this certificate is attached, are all the lands included in said subdivision plat.

In witness whereof, I have subscribed and sealed this certificate on the 19<sup>th</sup> day of July, 2021.

  
\_\_\_\_\_  
TED RASMUSSON  
Treasurer, Story County, Iowa

[SEAL]



## Story County Priorities

Updated 8/25/2020

**\*\*Services funded by Story County must be available and accessible countywide\*\***

The following service categories are listed in a prioritized order (sub-bullets are not prioritized):

1. Services addressing basic needs

- Affordable, quality childcare
- Affordable, quality housing (including temporary/transitional housing)
- Transportation
- Food and nutrition
- Access to medical, dental, mental health, substance abuse, and co-occurring care

2. Services addressing safety and well-being needs

- Legal assistance
- Social and educational development and opportunities
- Access to emergency services

3. Services promoting self-sufficiency

- Services and supports allowing people to remain in their homes
- Education and awareness

**APPROVED**      **DENIED**

Board Member Initials: AKH

Meeting Date: 7-27-21

Follow-up action: with Changes made at  
BIS mtg



# STORY COUNTY

## Facilities Management

**JOBY BROGDEN**

Director  
515.382.7401

**JON EICKHOLT**

Assistant  
515.382.7402

Story County Administration  
900 6<sup>th</sup> St.

Nevada, Iowa 50201  
515.382.7404 FAX

DATE: July 27, 2020  
TO: Board of Supervisors  
FROM: Joby J. Brogden *JB*  
RE: Justice Center Roof Top HVAC Equipment Replacement Phase 2 & 3

Story County Received three bids for the Justice Center roof top HVAC equipment replacement phase 2 & 3 project. The bids received are as follows;

- Bergstrom Construction, Des Moines IA- \$1,505,000.00
- HPC, Ames IA - \$1,240,000.00
- Lang Construction Group, Grimes IA - \$1,667,600.00

After reviewing the bids received, the Facilities Management department would like to recommend to the Board of Supervisors accept and award to the lowest bidder, HPC L.L.C., in the amount of \$1,240,000.00.

**APPROVED**

**DENIED**

Board Member Initials: *SRH*

Meeting Date: *7-27-21*

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

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



**STORY COUNTY  
BOARD OF SUPERVISORS**

**LISA HEDDENS  
LINDA MURKEN  
LATIFAH FAISAL**

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

Memo: Emergency Rent and Utility Assistance

This item is for discussion and consideration of funding in the amount of \$200,000.00 from General County Betterment funds.

These funds are to provide **emergency** rent and utility assistance to prevent homelessness in response to the expiration of the eviction moratorium on July 31, 2021 and the negative economic impacts of COVID-19

For the prevention of eviction: funds may be used for current and/or next month's rent and past due utilities. If it is not possible to prevent eviction funds may be used for application fee, deposit and next month's rent and cost for new utility hook up to include past due utility bills if necessary. Funds may be used to cover past due rent **only** in situations where it would result in avoiding eviction for a minimum of 30 days. They may also be used for lodging at a hotel for no more than 30 days. Payments are required to be paid directly to landlord, property management company or utility provider. I would suggest a maximum of \$2000.00 - \$2500.00 per household.

Thank you,  
Latifah

Latifah Faisal  
*Board of Supervisors, Vice-Chair*  
Story County  
900 6<sup>th</sup> Street | Nevada, Iowa 50201  
Phone: (515) 382-7203 | Email: [Lfaisal@storycountyiowa.gov](mailto:Lfaisal@storycountyiowa.gov)

She/Her/Hers

Engaging our diverse communities to responsibly provide quality opportunities and services that matter

*Accountability | Collaboration | Environment | Leadership | Equity | Inclusivity | Innovation | Wise Use of Resources*

APPROVED

DENIED

## Memorandum of Understanding

Board Member Initials: AKH

Meeting Date: 7-27-21

This Memorandum of Understanding ("MOU") is entered into between Story County (hereinafter "County") and \_\_\_\_\_ (hereinafter "Provider")

- I. **Purpose:** The purpose of this MOU is to set forth an understanding between the County and the Provider of the terms and conditions under which the County will provide funding to the Provider for **emergency** rent and utility assistance to prevent homelessness in response to the expiration of the eviction moratorium on July 31, 2021 and the negative economic impacts of COVID-19.
- II. **Funding for rent, deposit and utility assistance.** For the prevention of eviction: funds may be used for current and/or next month's rent and past due utilities. If it is not possible to prevent eviction funds may be used for application fee, deposit and next month's rent and cost for new utility hook up to include past due utility bills if necessary. Funds may be used to cover past due rent **only** in situations where it would result in avoiding eviction for a minimum of 30 days. They may also be used for lodging at a hotel for no more than 30 days. Payments are required to be paid directly to landlord, property management company or utility provider. There is a maximum of \$2000.00 per household.
- III. **Payment Amount and Method:** The maximum amount available under this agreement is \$25,000.00. The Board of Supervisors has allocated a total of \$200,000.00 to be made available by application for Centralized Intake partners to be used for emergency rent and utility assistance. Provider may apply for additional funding (*if available*) once the initial \$25,000.00 award is exhausted.
- IV. **Eligibility.** Provider is expected to use their existing eligibility guidelines. Any restrictions or limits to clients' ability to access assistance, based on previous year's maximum assistance will be waived for the use of this funding.
- V. **Reporting Requirements.** Provider will submit at least monthly, a report to include each recipient household's size and demographics (age, race, gender, employment status), new or existing client, category of use, amount paid and copy of paid receipt or invoice. Monthly reports will be submitted until the award amount has been fully expended.
- VI. **Funding availability.** Additional applications will be accepted through September 30, 2021 or until fully awarded.
- VII. **Termination.** This agreement shall remain in full force and effect until the award amount has been fully expended. The Story County Board of Supervisors may terminate this MOU by giving written notice to the Provider at least thirty (30) days before the effective date of such termination. Within thirty (30) days of the effective date of termination, the Provider

shall return to the County any unspent funds and/or any funds spent outside the guidelines in section II.

VIII. **Address for Notices or Other Correspondence.** Any notices or other correspondence to the County related to this MOU shall be directed to the address below as follows:

**Story County Board of Supervisors' Office  
Story County Administration Building  
Attention: Sandra King  
900 6<sup>th</sup> Street  
Nevada, Iowa 50201**

IX. **Effective Date of MOU.** Upon approval and signature by both parties, the agreement will become effective immediately.

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

COUNTY:

PROVIDER:

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

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

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

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

**APPROVED**  
Board Member Initials: SKK  
Meeting Date: 7-27-21  
Follow up action: \_\_\_\_\_

**Application for Emergency Rent and Utility Assistance to Prevent Homelessness in response to the expiration of the eviction moratorium on July 31, 2021 and the negative economic impacts of COVID-19.**

The Story County Board of Supervisors has allocated \$200,000.00 in emergency funding to be used for rent and utility assistance. Centralized Intake partners (Good Neighbor, The Salvation Army and The Bridge Home) may complete the application below to request funding of up to \$25,000.00 to be used in response to the expiration of the eviction moratorium and the negative economic impacts of COVID-19. A provider may apply for additional funding (*if available*) once the initial \$25,000.00 award is exhausted. Applications will be accepted through September 30, 2021 or until the allocation has been awarded.

Funds may be used for rental application fees, deposit, current and/or next month's rent and/or the cost for new utility hook up including any past due utility bills if necessary. Funds may also be used for lodging at a hotel for no more than 30 days. Recognizing the fact that moving is very costly both emotionally and financially, funds may be used to cover past due rent but **only** in situations where it would result in avoiding eviction for a minimum of 30 days.

Payments are required to be paid directly to landlord, property management company or utility provider.

There is a maximum of \$2000.00 per household. Provider should use their existing eligibility guidelines however, any restrictions or limits to clients' ability to access assistance related to reaching their current or previous year's maximum assistance threshold should be waived for the use of this funding.

This completed and signed application and Memorandum of Understanding (attached) must be submitted together. Only applications that include both documents will be approved.

Agency \_\_\_\_\_

Name & title of person completing the application: \_\_\_\_\_

Agency Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Amount requested: \_\_\_\_\_

Signature (*please use blue ink*): \_\_\_\_\_

Return originals to:

Story County Board of Supervisors' Office  
Story County Administration Building  
Attention: Sandra King  
900 6<sup>th</sup> Street  
Nevada, IA 50201  
Email: [sking@storycountyiowa.gov](mailto:sking@storycountyiowa.gov)  
Fax: 515-382-7206

If you submit your application via email or fax please mail the original as soon as possible. The original documents are required for audit purposes.

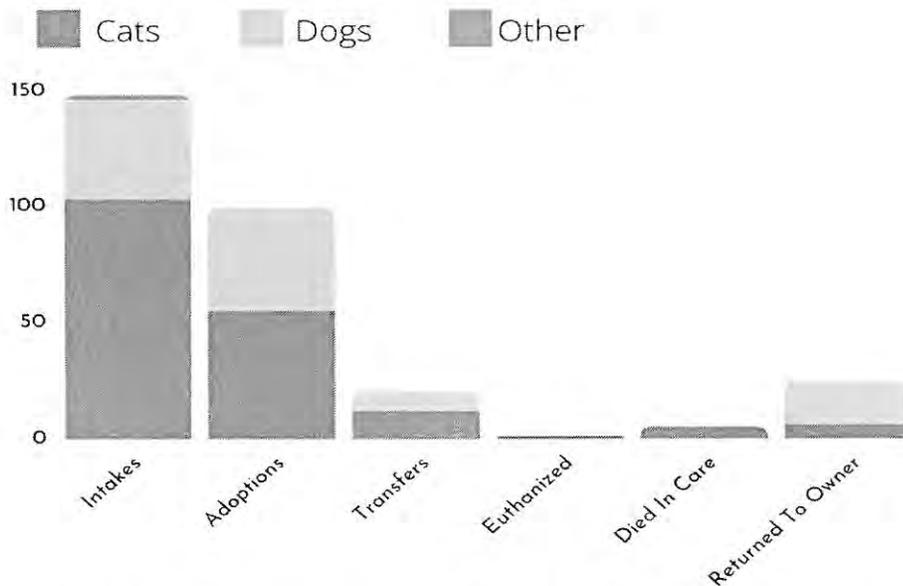


## Story County Animal Control and Shelter

Quarterly Report: April 1<sup>st</sup>, 2021 – June 30<sup>th</sup>, 2021

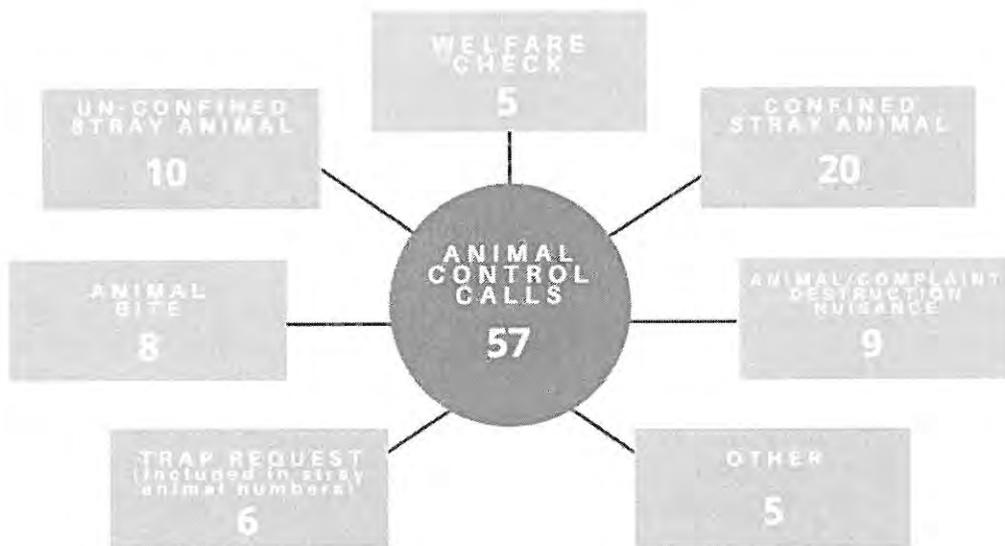
	April	May	June	Total
Cat Intakes	24	27	52	103
Cats Adopted	23	9	23	55
Cats Transferred to another rescue	6	0	6	12
Cats Euthanized(medical)	0	1	0	1
Cats Died in Care	3	2	0	5
Cats Returned to Owner	1	0	5	6
Dog Intakes	22	6	15	43
Dogs Adopted	9	5	4	18
Dogs Transferred to another rescue	8	0	0	8
Dogs Euthanized(behavior)	0	0	0	0
Dogs Died in Care	0	0	0	0
Dogs Returned to Owner	3	4	11	18
Other Animal Intakes	0	2	0	2
Other Animals Transfer	0	0	0	0

### A LOOK AT OUR NUMBERS



Current Animal Population 07/22/2021: Dogs - 5    Cats - 87    G. Pigs - 2

Donations Received:    April            May            June            Total  
                                  \$2,133.94    \$800.00       \$2,067.48    \$5,001.42



### Looking Back

During the second quarter of 2021 our intakes started to increase with a total of 103 cat and kittens and 43 dogs and puppies coming into the shelter. These intakes ranged from stray animal pick-ups, transfers from ISU, emergency sheltering, ownership releases, and some were even born at the shelter. In April we received our Foster Oversight approval from the Iowa Department of Agriculture and Land Stewardship. We currently have 18 of our animals in foster care. These animals include hospice care, single puppies that benefit from socialization, as well as neonatal kittens that need to be bottle fed and given supportive care throughout the entire day and night. Others may just need some extra handling to prepare them for adoption. A fundraiser was held for our shelter June 26<sup>th</sup> by a group of people riding in memory of a family member who was an animal advocate and supporter of animal shelters and welfare. They raised a total of \$5,275! We are so grateful for the continued support from these dedicated individuals.

### Looking Ahead

We are so excited because mid-August our new flooring and dog kennels will be installed, with a tentative completion date by August 27<sup>th</sup>. We are still in the midst of kitten season but are doing a good job of staying ahead of our cages and kennels being completely full. We are continuing to develop our volunteer program and looking at how to find ways to involve a younger crowd into animal welfare. Starting this fall the ISU Shelter Medicine Club will be back after taking a break from the spring semester. They work on blood draws and physical exam skills and are an important part of the medical care we give the shelter animals.

Shelter Medicine Club



It's Kitten Season!

