

The Board of Supervisors met on 11/07/23 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Linda Murken, and Lisa Heddens, with Faisal presiding. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov); any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa). Faisal announced today's City/School election and polling hours.

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

**PROCLAMATION RECOGNIZING NOVEMBER 6-12, 2023 AS OPERATION GREEN LIGHT IN STORY**

**COUNTY:** The Board members read the proclamation in full. Murken moved, Heddens seconded the approval of the Proclamation Recognizing November 6-12, 2023 as Operation Green Light in Story County. Roll call vote. (MCU)

**PROCLAMATION RECOGNIZING NOVEMBER 11-18, 2023 AS HUNGER AND HOMELESSNESS AWARENESS**

**WEEK:** The Board members read the proclamation in full. Heddens moved, Murken seconded the approval of the Proclamation Recognizing November 11-18, 2023 as Hunger and Homelessness Awareness Week. Roll call vote. (MCU)

**MINUTES:** 10/31/23 Minutes – Heddens moved, Murken seconded approving the 10/31/23 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) pay adjustment, effective 11/5/23, in a) Board of Supervisors for Sandra King @ \$4,883.44/bw; effective 11/19/23 in a) Attorney's Office for Natosha Gardner @ \$25.09/hr; b) Auditor's Office for Cathy Naumann @ \$23.89/hr; c) Secondary Roads for Kyle Springer @ \$34.62/hr. Murken moved, Heddens seconded approving the Personnel Actions as listed. Roll call vote. (MCU)

**CLAIMS:** 11/9/23 Claims of \$748,835.31 (run date 11/3/23, 29 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from CIDTF (\$803.12), BooST SR (\$8,319.47), BooST EC (\$6,268.21), Emergency Management (\$1,659.87), E911 (\$680.15), County Assessor (\$3,800.79), City Assessor (\$59,918.72), Central Iowa Community Services (\$532,169.12). Heddens moved, Murken seconded approving claims as presented. Roll call vote. (MCU)

Faisal stated item #11 will be removed for needed corrections and individual consideration. Murken moved, Heddens seconded the approval of Consent Agenda with noted change.

1. Test Licensing Agreement between Ergometrics and Story County Sheriff's Office for job applicant testing, effective 11/14/23-11/28/23, for \$450.00
2. 2024 Weed Commissioner Certification Form and 2023 Weed Commissioner's Report
3. Resolution #24-31, Setting Date and Time for Public Hearing for 11/14/23, for Consideration on the Proposed Plans, Specifications, and Form of Contract for the Hickory Grove Park Wastewater Conveyance System
4. Resolution #24-32 Authorizing the Placement of Speed Limit Sign on S27 (660<sup>th</sup> Avenue) beginning 780 feet north of E18 (130<sup>th</sup> Street) in Section 14 of Township 85N-22W (Warren Township) and then running north to a point 1,280 feet north of E18, establishing a 45 miles-per-hour speed limit
5. Quarterly Report for the Treasurer
6. Resolution #24-34, to Abate Property Taxes on parcel owned by a political subdivision pursuant to *Code of Iowa* §445.63
7. Acknowledge Receipt of FY23 GASB 75 Report from Nyhart
8. Receipt of FY23 Cost Allocation Plan for Recoveries in FY25
9. Resolution #24-28, Setting the Date and Time for a Public Hearing for Tuesday, 11/14/23, for First Consideration of Ordinance No. 314, Amending Chapter 85, General Provisions and Definitions of the Story County Land Development Regulations, of the Story County Code of Ordinances
10. Vetter Commercial Site Plan for an 80-foot by 250-foot storage shed
12. Amendment No. 1 to the Grant Agreement between the City of Collins and Story County for the Water Infrastructure Project
13. Grant Agreement, using American Rescue Plan Act (ARPA) funding, between Story County and the City of Ames towards the Fitch Family Indoor Aquatic Center, not to exceed \$500,000.00, with a performance period of 11/7/23–4/30/26
14. Grant Agreement, using American Rescue Plan Act (ARPA) funding, between Story County and the Colo-NESCO Community School District towards Colo-NESCO Childcare Center Project, not to exceed \$50,000.00, with a performance period of 5/9/23-4/30/26
15. Utility Permit: #24-7305

Roll call vote. (MCU)

11. Revised Staff Members on the Go Green Team: Faisal stated Tim Patterson from Information Technology needs to be added. Heddens moved, Murken seconded approving the Revised Staff members on the Go Green Team with noted addition of Patterson. Roll call vote. (MCU)

**REQUEST FOR PROPOSALS (RFPs) FOR AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE EVALUATION AND RECOMMENDATIONS FOR RESTROOMS LOCATED WITHIN MULTIPLE COUNTY-**

**OWNED PUBLIC BUILDINGS:** Joby Brogden, Facilities Management Director, reported this is a budgeted project for this year. Discussion took place. Murken moved, Heddens seconded approving Request for Proposals for ADA Compliance Evaluation and Recommendations for Restrooms Located within Multiple County-Owned Public Buildings. Roll call vote. (MCU)

**THE PROCESS OF FUTURE HEAVY EQUIPMENT PURCHASES FOR SECONDARY ROADS DUE TO LONG**

**LEAD TIMES (TWO TO THREE YEARS):** Darren Moon, Engineer, reported on the extensive time period between ordering heavy equipment and its delivery. The lengthy delivery time has budgetary and service implications. He asked to switch a truck purchase to Local Option Sales Tax (LOST) funding. Discussion took place. Assistant Auditor Lisa Markley stated LOST funds can be carried over and amended into the next fiscal year if not spent.

**UPDATED PRICE ON PRE-APPROVED EQUIPMENT PURCHASE ORDER FOR TWO INTERNATIONAL TANDEM TRUCKS (\$598,304.00), INTERNATIONAL SEMI-TRUCK (\$149,069.00), AND INTERNATIONAL**

**TANDEM TRUCK (\$287,424.00):** Moon corrected a typo in the submitted materials. Heddens moved, Murken seconded approving the updated price on Pre-Approved Equipment Purchase Order for two International Tandem

Trucks (\$598,304.00), International Semi-Truck (\$149,069.00), and International Tandem Truck (\$287,424.00). Roll call vote. (MCU)

**TREE REMOVAL AT THE JUSTICE CENTER FACILITY:** Joby Brogden, Facilities Management Director, reported trees are blocking new exterior cameras at the Justice Center necessitating removal. Brogden has a tree replacement plan and costs can be absorbed by the current budget. Murken moved, Heddens seconded approving Tree Removal at the Justice Center Facility. Roll call vote. (MCU)

**RESOLUTION #24-33, KIMBERLEY FARM SUBDIVISION PLAT 2, MAJOR SUBDIVISION PRELIMINARY PLAT:** Marcus Amman, Interim Director of Planning and Development, reported on the proposed subdivision, including a review of maps, current and future land use, relevant regulations, and public comments received. Amman recommends approving Resolution #24-33 as presented. Discussion took place. Heddens moved, Murken seconded approving Resolution #24-33, the Major Subdivision Preliminary Plat of Kimberley Farm Subdivision Plat 2 as submitted. Roll call vote. (MCU)

**UPCOMING AGENDA ITEMS:** Heddens stated a future item will be the Salvation Army maintenance program.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** All Board members reported on upcoming scheduled events and items.

Murken moved, Heddens seconded to adjourn at 10:43 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Tentative Agenda  
Administration Building  
900 6th St., Nevada, IA  
11/7/23

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

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

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

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

Please click the link below to join the webinar:  
[HTTPS://US02WEB.ZOOM.US/J/88636935542?](https://us02web.zoom.us/j/88636935542?pwd=L2hNYVRkKkZVMGZnULRtyZB5M285ZZ09)  
[PWD=L2HNYVRKKBKZVMGZNULR TYZB5M285ZZ09](https://us02web.zoom.us/j/88636935542?pwd=L2hNYVRkKkZVMGZnULRtyZB5M285ZZ09)

Passcode: 934031

Or Telephone:

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

+1 312 626 6799 US (Chicago)

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:
7. Consideration Of Proclamation Recognizing November 6-12, 2023 As Operation Green Light In Story County

Department Submitting Board of Supervisors

Documents:

OPERATION GREEN LIGHT.PDF

8. Consideration Of Proclamation Recognizing November 11-18, 2023 As Hunger And Homelessness Awareness Week

Department Submitting Board of Supervisors

Documents:

HUNGER AND HOMELESSNESS AWARENESS WEEK.PDF

9. CONSIDERATION OF MINUTES:

I. 10/31/23 Minutes

Department Submitting Auditor

10. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) pay adjustment, effective 11/5/23, in a) Board of Supervisors for Sandra King @ \$4,883.44/bw; effective 11/19/23 in a) Attorney's Office for Natosha Gardner @ \$25.09/hr; b) Auditor's Office for Cathy Naumann @ \$23.89/hr; c) Secondary Roads for Kyle Springer @ \$34.62/hr.

Department Submitting HR

11. CONSIDERATION OF CLAIMS:

I. 11/9/23 Claims

Department Submitting Auditor

Documents:

CLAIMS 110923.PDF

12. 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 Test Licensing Agreement Between Ergometrics And Story County Effective 11/14/23 -11/28/23 For \$450.00

Department Submitting Sheriff

Documents:

ERGOMETRICS.PDF

II. Consideration Of 2024 Weed Commissioner Certification Form And 2023 Weed Commissioner's Report

Department Submitting Conservation

Documents:

WEED COMMISSIONER CERTIFICATION AND REPORT.PDF

III. Consideration Of Resolution #24-31, Setting Date And Time For Public Hearing For November 14, 2023, For Consideration On The Proposed Plans, Specifications, And

Form Of Contract For The Hickory Grove Park Wastewater Conveyance System

Department Submitting Conservation

Documents:

RES 24 31.PDF

- IV. Consideration Of Resolution #24-32 Authorizing The Placement Of Speed Limit Sign On S27(660th Ave.) Beginning 780 Feet North Of E18(130th St.) In Section 14-85-22 And Then Running North To A Point 1280 Ft North Of E18, Establishing A 45 Miles Per Hour Limit

Department Submitting Engineer

Documents:

RES 24 32.PDF

- V. Consideration Of Quarterly Report For The Following: Treasurer

Department Submitting Auditor

Documents:

TR QUARTERLY REPORT.PDF

- VI. Consideration Of Resolution #24-34, To Abate Property Taxes On Parcel Owned By A Political Subdivision

Department Submitting Auditor

Documents:

RES2434.PDF

- VII. Acknowledge Receipt Of FY23 GASB 75 Report From Nyhart

Department Submitting Auditor

Documents:

GASB 75 REPORT.PDF

- VIII. Receipt Of FY23 Cost Allocation Plan For Recoveries In FY25

Department Submitting Auditor

Documents:

FY23 COST PLAN.PDF

- IX. Consideration Of Resolution #24-28, Setting The Date And Time For A Public Hearing For Tuesday, November 14, 2023, For First Consideration Of Ordinance No. 314, Amending Chapter 85, General Provisions And Definitions Of The Story County Land Development Regulations, Of The Story County Code Of Ordinances  
Consent Agenda

Department Submitting Planning & Development

Documents:

RES 2428.PDF

- X. Consideration Of Vetter Commercial Site Plan For A 80' X 250' Storage Shed

Department Submitting Planning & Development

Documents:

STAFF MEMO.PDF  
VETTER WITH LANDSCAPING.PDF  
VETTER BLUEPRINTS.PDF  
VETTER EQUIPMENT SITE PLAN.PDF

- XI. Consideration Of Revised Staff Members On The Go Green Team

Department Submitting Board of Supervisors

Documents:

GGT MEMBERSHIP BOS5.PDF

- XII. Consideration Of Amendment No. 1 To The Grant Agreement Between The City Of Collins And Story County For The Water Infrastructure Project

Department Submitting Board of Supervisors

Documents:

5AMDBOS.PDF

- XIII. Consideration Of Grant Agreement Using American Rescue Plan Act (ARPA) Funding Between Story County And The City Of Ames Towards The Fitch Family Indoor Aquatic Center Not To Exceed \$500,000 With A Performance Period Of 11/7/23 – 4/30/26

Department Submitting Board of Supervisors

Documents:

42BOSCONTRACT.PDF

- XIV. Consideration Of Grant Agreement Using American Rescue Plan Act (ARPA) Funding Between Story County And The Colo-NESCO Community School District Towards Colo-NESCO Childcare Center Project Not To Exceed \$50,000 With A Performance Period

Of 5/9/23 – 4/30/26

Department Submitting Board of Supervisors

Documents:

49BOSCONTRACT.PDF

XV. Consideration Of Utility Permit(S): #24-7305

Department Submitting Engineer

Documents:

UT 24 7305.PDF

13. PUBLIC HEARING ITEMS:

14. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Request For Proposals For ADA Compliance Evaluation And Recommendations For Restrooms Located Within Multiple County-Owned Public Buildings, For Story County, Iowa - Joby Brogden

Department Submitting Facilities Management

Documents:

ADA COMPLIANCE EVALUATION RFP.PDF

- II. Discussion On The Process Of Future Heavy Equipment Purchases For Secondary Roads Due To Long Lead Times (2 To 3 Years)- Darren Moon

Department Submitting Engineer

- III. Discussion And Consideration Of Updated Price On Pre-Approved Equipment Purchase Order For 2- International Tandem Trucks (\$598,304.00), International Single Axle Truck (\$149,069.00), And International Semi-Truck (\$287,424.00) - Darren Moon

Department Submitting Engineer

Documents:

INTL TANDEM.PDF  
INTL SEMI.PDF  
INTL SINGLE AXEL.PDF

- IV. Discussion And Consideration Of Tree Removal At The Justice Center Facility - Joby Brogden And Micah Anderson

Department Submitting Facilities Management

Documents:

MEMO JC TREE REQUEST.PDF  
JC TREES.PDF

V. Discussion And Consideration Of Resolution #24-33, Kimberley Farm Subdivision Plat  
2, Major Subdivision Preliminary Plat–Andrea Wagner

Department Submitting Planning & Development

Documents:

STAFF REPORT.PDF  
PRELIMINARY PLAT.PDF  
RESOLUTION 24 33.PDF  
CITY OF COLLINS RESOLUTION.PDF

15. DEPARTMENTAL REPORTS:

16. OTHER REPORTS:

17. UPCOMING AGENDA ITEMS:

18. PUBLIC COMMENT #2:

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

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

20. ADJOURNMENT:

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

Story County Board of Supervisors  
Agenda  
11/7/23

NAME

AGENCY

DIANEEN MOON  
MICHAEL ANDERSON  
Linda Mandan  
Jody Bruggen  
Megan Aspin  
W Stoddard  
Pari McPartland  
Kathy Finckler  
Erin Rewerts  
Sandul  
Nina Hankley

ENJG.  
SHERIFF OFFICE  
The Bridge Home  
SCFM  
PLD  
Good Neighbor  
Good Neighbor  
The Salvation Army  
General Assistance  
BUS  
Audi

# PROCLAMATION

## Supporting Operation Green Light for Veterans

November 6<sup>th</sup> – 12<sup>th</sup>, 2023

**WHEREAS**, the residents of Story County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

**WHEREAS**, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

**WHEREAS**, Story County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

**WHEREAS**, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

**WHEREAS**, Approximately 200,000 service members transition to civilian communities annually; and

**WHEREAS**, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

**WHEREAS**, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

**WHEREAS**, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

**WHEREAS**, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

**WHEREAS**, Story County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted;

**NOW, THEREFORE, BE IT RESOLVED THAT**, We, the Story County Board of Supervisors, do hereby proclaim November 6<sup>th</sup> – 12<sup>th</sup>, 2023, as Operation Green Light Week in Story County and with designation as a Green Light for Veterans County, Story County hereby declares this as a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service. In observance of Operation Green Light, Story County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.



SIGNATURE

11/7/23

DATE

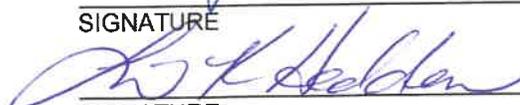
SIGNATURE



11/7/23

DATE

SIGNATURE



11-7-23

DATE



# PROCLAMATION

## *Hunger and Homelessness Awareness Week*

**November 11-18, 2023**

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

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

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

**WHEREAS**, the focus of National Hunger and Homelessness Awareness Week 2023 continues to be "Volunteer. Donate. Educate"; and,

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

**NOW, THEREFORE, BE IT RESOLVED THAT**, We, the Story County Board of Supervisors, do hereby proclaim November 11-18, 2023 as Hunger and Homelessness Awareness Week in Story County. We recognize that hunger and homelessness continue to be a serious problem for many individuals and families here and encourage all citizens to recognize that many people do not have housing and need support from citizens and private/public nonprofit service entities.

	<u>11/7/23</u>
SIGNATURE	DATE
	<u>11/7/23</u>
SIGNATURE	DATE
	<u>11-7-23</u>
SIGNATURE	DATE



### 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

Latifah Faisal

Principal Signer

Date

11/7/23

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.

Nicolas Briseno

Authorized Contact

Communications Commander

Title

(515)382-7477

Telephone

nbriseno@storycountyiowa.gov

Email

Constance Toresdahl

Authorized Contact

Administration Commander

Title

(515)382-7458

Telephone

ctoresdahl@storycountyiowa.gov

Email



Return to:  
Ergometrics &  
Applied Personnel Research, Inc.  
2122 164<sup>th</sup> St SW Suite 300  
Lynnwood, WA 98037  
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:

# Per Applicant Test Licensing Agreement

## 1. Scope of Agreement

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

## 2. Copyright

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

## 3. Implementation

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

## 4. Test Security

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

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

service with tracking number and signature for delivery.

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

## 5. Subcontracting the Test

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

## 6. Termination

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

## 7. Events Upon License Expiration or Termination

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

## 8. Pricing

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

## 9. No Waiver

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

## 10. Entirety of Agreement

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

## 11. Headings in this Agreement

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

## 12. Severability

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

## 13. Governing Law

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



Ergometrics &  
Applied Personnel Research, Inc

## Story County Sheriff's Department Licensing Agreement Attachment A

### Pricing

Per Applicant License:	
Ecomm National Testing One Time Setup Fee	N/A
15 Applicants @ \$30 each	\$450
(\$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:

<b>Start Date</b>	<b>End Date</b>
11/14/23	11/28/23

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



# 2024 COUNTY WEED COMMISSIONER CERTIFICATION FORM

For the County of: Story

### Weed Commissioner's Contact Information:

Name <b>Joseph Kooiker</b>	Year Appointed <b>1994</b>
Mailing Address <b>837 N Avenue</b>	Telephone <b>515-382-7367</b>
City, Zip Code <b>Nevada, IA 50201</b>	Alternate Telephone
Email Address <b>jkooiker@storycountyiowa.gov</b>	Pesticide Certificate # <b>01979</b>

Signed:  Date: 11/7/23  
 Chair/President, County Board of Supervisors

PLEASE RETURN THIS FORM TO:

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

### 317.3 Weed commissioner -- standards for noxious weed control.

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

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



# 2023 WEED COMMISSIONER'S REPORT

For the County of: Story

Submit to County Board of Supervisors by: November 1, 2023  
 Return copy to the IDALS office by: December 1, 2023

## Weed Commissioner's Contact Information:

Name <b>Joseph Kooiker</b>	Year Appointed <b>1994</b>
Address <b>837 N. Avenue</b>	Telephone <b>515-382-7367</b>
City, Zip Code <b>Nevada, IA 50201</b>	Alternate Telephone
Email Address <b>jkooiker@storycountyiowa.gov</b>	Pesticide Certificate # <b>01979</b>

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

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

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

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

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

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

Phragmites, Yellow Toadflax, Chinese Bushclover, Wild Parsnip, Autumn Olive, Reed Canary Grass, Bush Honeysuckle

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

Yes  No

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

Yes  No

**Did your county employ contract spraying during 2023?**

Yes  No

If yes, what percentage of your total spray program is contracted? 35%

If possible, please list the contract rates. \$/mile 196

Total contract cost \$ 51,968.50

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

\$ 6,895.00

**How many times during 2023 was it necessary to serve a noxious weed notice?**

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

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

Private (verbal) 6 Public (verbal) (DOT, DNR, CCB) 9

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

0

**How many months were you employed as weed commissioner in 2023?**

12 months

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

Yes  No  If Yes, what? Vegetation Management Biologist

Weed Comm. Duties 15 % IRVM Duties 70 %

Other County Duties 15 %

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

Improved  Unchanged  Worse

**Comments?** Starting to see more Poison Hemlock, Phragmites in roadsides and natural areas.

Staff controlled yellow toad flax for first time. Continued issues with disturbance in ROW causing noxious weed pressure.

**Is brush control included in your weed commissioner duties?**

Yes  No

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

Spraying  Cutting  Stump treatment  Basal bark

Other, explain Contract spray 33% of county annually

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

See attached sheet

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

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

Herbicide usage table:

<b>CHEMICAL/BRAND</b>	<b>RATE USED</b>	<b>QUANTITY USED</b>	<b>TO CONTROL?</b>
<i>(Example)</i> Milestone	4 fluid ounces per acre	3.32 gallons	Thistle and teasel on roadside
Aquasweep	48 oz/acre	.25 gallons	Yellow Toadflax Mixture w/ Telar
Escort XP	1 oz/acre	3.5 lbs.	Noxious Weed Mixture w/Milestone Brush Mixture w/Method and Milestone
Esplanade 200SC	5 oz/acre	1.25 gallons	Bareground Mixture w/Method and Polaris for Guardrails and Shoulder Spray
Milestone	7 oz/acre	1.25 gallons	Noxious Weed Mixture w/Escort Brush Mixture w/Method and Escort
Method 240 SL	Bareground-14 oz/acre Brush-16 oz/acre	3.25 gallons	Bareground Mixture w/Polaris and Esplanade Brush Mixture with Milestone and Escort
Pathfinder II	RTU	4 gallons	Cut stump treatment
Polaris	48 oz/acre	4.5 gallons	Japanese Knotweed Phragmites, Honeysuckle Bareground Mixture with Method and Esplanade
Roundup Custom	2% per volume	4.5 gallons	Reveg Projects
Terravue	2.5 oz/acre	6.8 lbs.	Noxious Weeds/Invasive Broadleaf Plants

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

Signature \_\_\_\_\_  
County Weed Commissioner

\_\_\_\_\_  
Date

Signature  \_\_\_\_\_  
Chairman, County Board of Supervisors

11/7/23  
\_\_\_\_\_  
Date

Please return a copy to:

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

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

As always, reducing disturbance and soil erosion. Putting new invasive plants on the state noxious weed list prior to them becoming a widespread problem in the county. Educating public on invasive plants via public outreach which emphasizes invasive plant control on private property.

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

STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION #24-31

SETTING DATE AND TIME FOR PUBLIC HEARING FOR NOVEMBER 14, 2023, FOR CONSIDERATION ON THE PROPOSED PLANS, SPECIFICATIONS, AND FORM OF CONTRACT FOR THE HICKORY GROVE PARK WASTEWATER CONVEYANCE SYSTEM.

WHEREAS, the Story County Board of Supervisors of Story County, Iowa, will consider proposed plans, specifications, and form of contract for the Hickory Grove Park Wastewater Conveyance System;

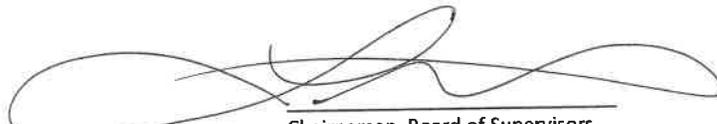
AND WHEREAS, notice of a Public Hearing by the Story County Board of Supervisors on the proposed plans, specifications, and form of contract, is heretofore given in compliance with the provisions of the Code of Iowa;

AND WHEREAS, Story County will be considering the plans, specifications, and form of contract on November 14, 2023.

NOW THEREFORE BE IT RESOLVED that a public hearing on this matter be held on the 14<sup>th</sup> day of November 2023, in the Public Meeting Room of the Story County Administration Building, 900 6<sup>th</sup> Street, Nevada, Iowa, at 10:00 AM.

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

Dated this 7<sup>th</sup> day of November 2023.

  
Chairperson, Board of Supervisors

Attest:   
County Auditor

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

ALLOWED BY VOTE OF BOARD  
Yea 3 Nay 0 Absent 0  
  
CHAIRPERSON Above tabulation made by 

**RESOLUTION #24-32  
Speed Limit Authorization**

**WHEREAS:** The Board of Supervisors is empowered under authority of Sections 321.255 and 321.285 Subsection 4 of the Code of Iowa to determine, upon the basis of an engineering and traffic investigation, that the speed limit on any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

**WHEREAS:** Such investigation has been completed in accordance with Manual on Uniform Traffic Control Devices, Section 2B.13, by the Story County Engineer.

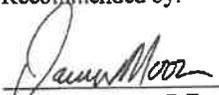
**NOW THEREFORE, BE IT RESOLVED** by the Story County Board of Supervisors that a speed limit be established and appropriate signs be erected at the location described as follows:

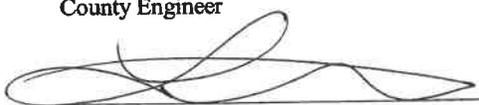
- 1) On secondary road S27 (660<sup>th</sup> Ave.), beginning 780 feet north of E18 (130<sup>th</sup> St.) in Section 14-85-22 and then running north to a point 1280 feet north of E18, shall be established at 45 miles per hour.

This resolution supersedes and voids all previous resolutions establishing a speed limit on the road section above described. Speed Limit to be effective upon erection of signs.

Adopted this 7th day of November, 2023

Recommended by:

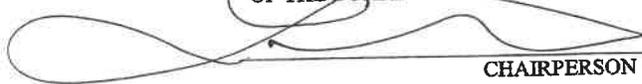
 10-31-23  
Darren R Moon, P.E.                      Date  
County Engineer

  
Chairperson, Board of Supervisors

Attest: 

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

ALLOWED BY VOTE                      Yea 3 Nay 0 Absent 0  
OF THE BOARD

  
Above tabulation made by JB  
CHAIRPERSON



**Story County Treasurer's Office**  
**Ted Rasmusson, Treasurer**

P.O. Box 498  
Nevada, IA 50201  
Phone 515-382-7330  
Fax 515-382-7336  
storycountyiowa.gov/treasurer  
treasurer@storycountyiowa.gov

**Treasurer's Quarterly Report**

FY2024-Q1

Monday, October 30, 2023

Prepared by:

Ted Rasmusson, Treasurer

Ardis A Baldwin, Finance Deputy

Lori McDonald, Operations Deputy

**APPROVED** **DENIED**  
Board Member Initials: TR  
Meeting Date: 11/7/23  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Narrative**

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Treasurer – Ted Rasmusson

**July, August, September 2023**

First Quarter FY2024 was an eventful one for the Treasurer's Office. We had three new team members join our crew, Kaley Benda, Mikhail Storjohann, and Robyn Lewis. They have provided a new energy to the office and learned quickly. They were all able to hit the ground running as we had 1st half tax collection in September. They helped us stay on track for the whole quarter and limit wait time for customers while also turning around MV transactions quickly.

On our Property Tax/Finance side of the office, we had tax statements sent out earlier than normal this year, primarily thanks to the state providing us information much more quickly. We had a very good first half property tax collection that stayed consistent or slightly ahead of historical rates. Our major challenge in First Quarter was the Ames Assessor losing a PAB hearing involving condominiums that affected approximately 450 individual parcels. This required manual corrections to each parcel and refunds totaling over \$180,000 for the 2021 tax year. We then had to manually adjust most of those parcels for the 2022 assessment year.

Interest rates have appeared to stabilize for now. Our primary depository of the Iowa Public Agency Investment Trust (IPAIT) continues to give aggressive returns on daily funds consistently between 5.00 and 5.33% for the quarter. With such a competitive rate we have not looked much further for our "new". With interest rates continued solidity we are trying to rebuild our CD portfolio with the money we are maintaining in local banks to give us diversity and some longer-term planning stability.

For the Motor Vehicle side, we had a consistent quarter. The car availability that had steadily risen over the last few months has slowed, most likely due to the Auto Workers strike. So, we have seen transactions level off. We continue to see solid registration renewal numbers across the county helping our revenue retention from transaction. We are seeing title work that we are completing for contiguous county residents on the rise, for which we currently do not receive any additional revenue. We will continue to monitor these numbers as they have steadily risen to around 100 per month.

We look forward to a successful Second Quarter. Let us know if you have any questions.

Thank you,

Ted Rasmusson, Story County Treasurer

**Data/Tables/Statistics**

**Cash and Investments**

Invested Funds Summary						
	7/31/2023		8/31/2023		9/30/2023	
Type	Amount	Percentage	Amount	Percentage	Amount	Percentage
Cash & Bank Accounts	\$25,496,639.56	37.31%	\$30,548,464.37	36.42%	\$39,085,128.92	30.23%
Iowa Public Agency Investment Tr	\$29,077,617.52	42.55%	\$38,541,130.04	45.95%	\$72,879,127.18	56.37%
Certificates of Deposit	\$13,756,261.45	20.13%	\$14,788,052.08	17.63%	\$17,322,927.45	13.40%
<b>Totals</b>	<b>\$68,330,518.53</b>	<b>100.00%</b>	<b>\$83,877,646.49</b>	<b>100.00%</b>	<b>\$129,287,183.55</b>	<b>100.00%</b>

Matured CD's - July	New Rate	
South Story Bank & Trust	4.76%	\$1,000,000.00
<b>Matured CD's - August</b>		
South Story Bank & Trust	4.76%	\$1,000,000.00
<b>Matured CD's - September</b>		
South Story Bank & Trust	4.76%	\$1,000,000.00
First Interstatet Bank	5.00%	\$750,000.00
First Interstatet Bank	5.15%	\$750,000.00
Maxwell State Bank	4.50%	\$500,000.00

Tax Collections	
July Total Tax Collections	\$1,124,439.77
August Total Tax Collections	\$19,208,340.54
September Total Tax Collections	\$61,225,697.09
<b>Quarterly Total</b>	<b>\$81,558,477.40</b>

LISTING OF CERTIFICATES OF DEPOSIT & OTHER INVESTMENTS											
Story County Treasurer- as of September 30, 2023											
										<b>Total</b>	<b>\$17,322,927.45</b>
Purchase Date	Maturity Date	Purchase Amount	Cash In Amount	Interest Rate	Term	Certificate Number	Bank	Ann Anticip Interest	Interest Received	Notes	
5/2/2012		\$7,069,917.17	\$2,818,205.66				Peaks Investment		\$469,162.69		
2/28/2012		\$60,175.35	\$60,000.00				Drainage Certs			12/20/2017/09/14/2018	
6/15/2023		\$5,071,040.59					IPAIT-Rolling CD		\$71,040.59		
9/15/2022	9/15/2023	\$500,000.00	\$500,000.00	0.80%	365	7787	Maxwell State Bank	\$4,000.00	\$4,000.00	Renewed	
4/19/2023	4/19/2024	\$1,000,000.00		2.25%	365	22823	South Story Bank	\$22,500.00			
5/15/2023	5/15/2024	\$1,000,000.00		4.25%	365	22852	South Story Bank	\$42,500.00			
6/20/2023	6/20/2024	\$1,000,000.00		4.76%	365	22875	South Story Bank	\$47,600.00			
7/13/2023	7/13/2024	\$1,000,000.00		4.76%	365	22887	South Story Bank	\$47,600.00			
8/15/2023	8/15/2024	\$1,000,000.00		4.76%	365	22896	South Story Bank	\$47,600.00			
9/1/2023	4/1/2023	\$750,000.00		5.00%	213	3410004315	First Interstate Bank	\$21,883.56			
9/6/2023	2/6/2023	\$750,000.00		5.15%	152	3410004354	First Interstate Bank	\$16,084.93			
9/13/2023	9/13/2024	\$1,000,000.00		4.76%	365	22918	South Story Bank	\$47,600.00			
9/15/2023	9/15/2024	\$500,000.00		4.50%	365	7877	Maxwell State Bank	\$22,500.00			
		\$20,701,133.11	\$3,378,205.66								

<b>Motor Vehicle Statistics</b>							
	Title Transfers	Registration Renewals	CC/DOR Debt Revenue	Revenue Generated	Total Revenue	Expenses	Net to County General Fund
<b>July-23</b>	1,703	9,925	\$10.00	\$69,839.49	\$69,849.49	\$26,191.31	\$43,658.18
<b>Aug-23</b>	2,012	9,919	\$15.00	\$71,938.25	\$71,953.25	\$37,972.36	\$33,980.89
<b>Sept-23</b>	1,636	9,099	\$5.00	\$65,403.06	\$65,408.06	\$36,943.37	\$28,464.69
<b>Total</b>	<b>5,351</b>	<b>28,943</b>	<b>\$30.00</b>	<b>\$207,180.80</b>	<b>\$207,210.80</b>	<b>\$101,107.04</b>	<b>\$106,103.76</b>

## Collections for CC/DOR

	Clerk of Court	Dept of Rev	Totals
July-23	\$7.25	\$134.68	\$141.93
Aug-23	\$85.00	\$178.42	\$263.42
Sept-23	\$0.00	\$64.57	\$64.57
<b>Total</b>	<b>\$92.25</b>	<b>\$377.67</b>	<b>\$469.92</b>

DATE	#MV CUST	#MV RENEW	REGISTRATION FEES	ORGAN DONOR	SERVICE FEES	TOTAL MV & FEES	DATE	#TAX CUST	#TAX PARCEL	TAX PAID	SERVICE FEES	TOTAL TAX & FEES	TOTAL CUST	TOTAL TO COUNTY	TOTAL SERVICE FEES
Jul-23	1929	2827	\$488,155.00	\$145.75	\$3,412.71	\$491,713.46	Jul-23	390	590	\$242,374.44	\$341.32	\$242,715.76	2319	\$730,675.19	\$3,754.03
Aug-23	1979	2895	\$495,446.50	\$199.75	\$3,383.85	\$499,030.10	Aug-23	2053	2951	\$6,523,562.01	\$5,000.78	\$6,528,562.79	4032	\$7,019,208.26	\$8,384.63
Sep-23	1847	2765	\$475,161.00	\$81.00	\$3,134.07	\$478,376.07	Sep-23	3464	19066	\$36,881,649.86	\$12,360.72	\$36,894,010.58	5311	\$37,356,891.86	\$15,494.79
<b>TOTAL</b>	<b>5755</b>	<b>8487</b>	<b>\$1,458,762.50</b>	<b>\$426.50</b>	<b>\$9,930.63</b>	<b>\$1,469,119.63</b>	<b>TOTAL</b>	<b>5907</b>	<b>22607</b>	<b>\$43,647,586.31</b>	<b>\$17,702.82</b>	<b>\$43,665,289.13</b>	<b>11662</b>	<b>\$45,106,775.31</b>	<b>\$27,633.45</b>

BOARD OF SUPERVISORS RESOLUTION 24-34

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

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED that all currently due and payable taxes and penalties on the following described real estate are hereby abated in the amount of \$1045.50;

#0214370300 ERICKSON & CHRISTIANS ADDITION LOTS 13, 14, 15, 16 & 17, BLK 14 CAMBRIDGE, STORY COUNTY, IOWA

APPROVED THIS 7<sup>TH</sup> DAY OF NOVEMBER, 2023 AT NEVADA, STORY COUNTY, IOWA.

  
Chairperson, Board of Supervisors

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

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

ALLOWED BY VOTE  
OF BOARD      Yea 3 Nay 0 Absent 0

 Above tabulation made by   
CHAIRPERSON

*Acknowledge*

**APPROVED**

~~**DENIED**~~

Board Member Initials: *JG*  
Meeting Date: 11/7/23  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# GASB 75 ACTUARIAL VALUATION

## Fiscal Year Ending June 30, 2023

# STORY COUNTY

**CONTACT**

Giovanni Gomez, ASA, EA, MAAA  
giovanni.gomezperez@nyhart.com

**PHONE**

General (317) 845-3500

## CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this proposal based on the Fiscal Year ended June 30, 2023, to establish cost allocations or billings for use in FY 2025, are allowable in accordance with the requirements of 2 CFR 200 “Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.
  
- (2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

Governmental Unit: Story County

Signature: 

Printed Name of Official: Latifah Taisal

Title: Chair, BOS

Date of Execution: 11/7/23

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

Please return to:  
Planning & Development

STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION #24-28

SETTING DATE AND TIME FOR PUBLIC HEARING FOR NOVEMBER 14, 2023, FOR FIRST  
CONSIDERATION OF ORDINANCE NO. 314, AMENDING CHAPTER 85, GENERAL  
PROVISIONS AND DEFINITIONS OF THE STORY COUNTY LAND DEVELOPMENT  
REGULATIONS, OF THE STORY COUNTY CODE OF ORDINANCES.

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story  
County, Iowa*, on May 21, 2013, and amended on May 29, 2018; and

WHEREAS, Section 1.11 (2)(A) of the Ordinance Adoption Procedure of the Story  
County Code of Ordinances requires that a proposed ordinance must be considered and  
receive a favorable vote by a majority of the supervisors at two regular meetings of the Board;

AND WHEREAS, Section 1.11 (2)(B) of the Ordinance Adoption Procedure of the Story  
County Code of Ordinances requires that the title of the proposed ordinance shall be published  
prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made  
available to the public at the time of publication at the office of the County Auditor, and the  
published notice shall specify where such copies may be obtained.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held  
on the proposed Ordinance No. 314 on the 14<sup>th</sup> day of November 2023, at the Story County  
Administration Building, Nevada, Iowa, at 10:00 AM and the Board of Supervisors directs  
Planning and Development staff to place copies of the full text of the ordinance with the Office of  
the County Auditor.

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

Dated this 7th day of November  
2023.

  
Chairperson, Board of Supervisors

Attest:

  
County Auditor

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

ALLOWED BY VOTE  
OF BOARD  
Yea 3 Nay 0 Absent 0

  
CHAIRPERSON  
Above tabulation made by LB



Story County Planning and Development  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294  
[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

**APPROVED** **DENIED**

Board Member Initials: [Signature]

Meeting Date: 11/7/23

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

\_\_\_\_\_

\_\_\_\_\_

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Marcus Amman, Planner  
**RE:** Site development plan for a 80' x 250' storage shed to be located at 23941 590th Ave,  
parcel 10-09-400-400  
**DATE:** November 7<sup>th</sup>, 2023

Justin Vetter, on behalf of Vetter Equipment, submitted a zoning permit application for 80' X 250' storage shed to be located at 23941 590<sup>th</sup> Ave, Nevada. The subject property is Vetter Equipment's existing location facility, which includes their commercial building for sales and services of agricultural equipment and implements. The impervious surface that will be added to the property will add 20,000 square feet of impervious surfaces.

The property is zoned C-LI, Commercial-Light Industrial, and the storage shed is a principal permitted use in that zoning district (86.10).

### General Site Planning Standards

The submitted plans were reviewed for conformance with the following sections in Chapter 88 of the Story County Land Development Regulations:

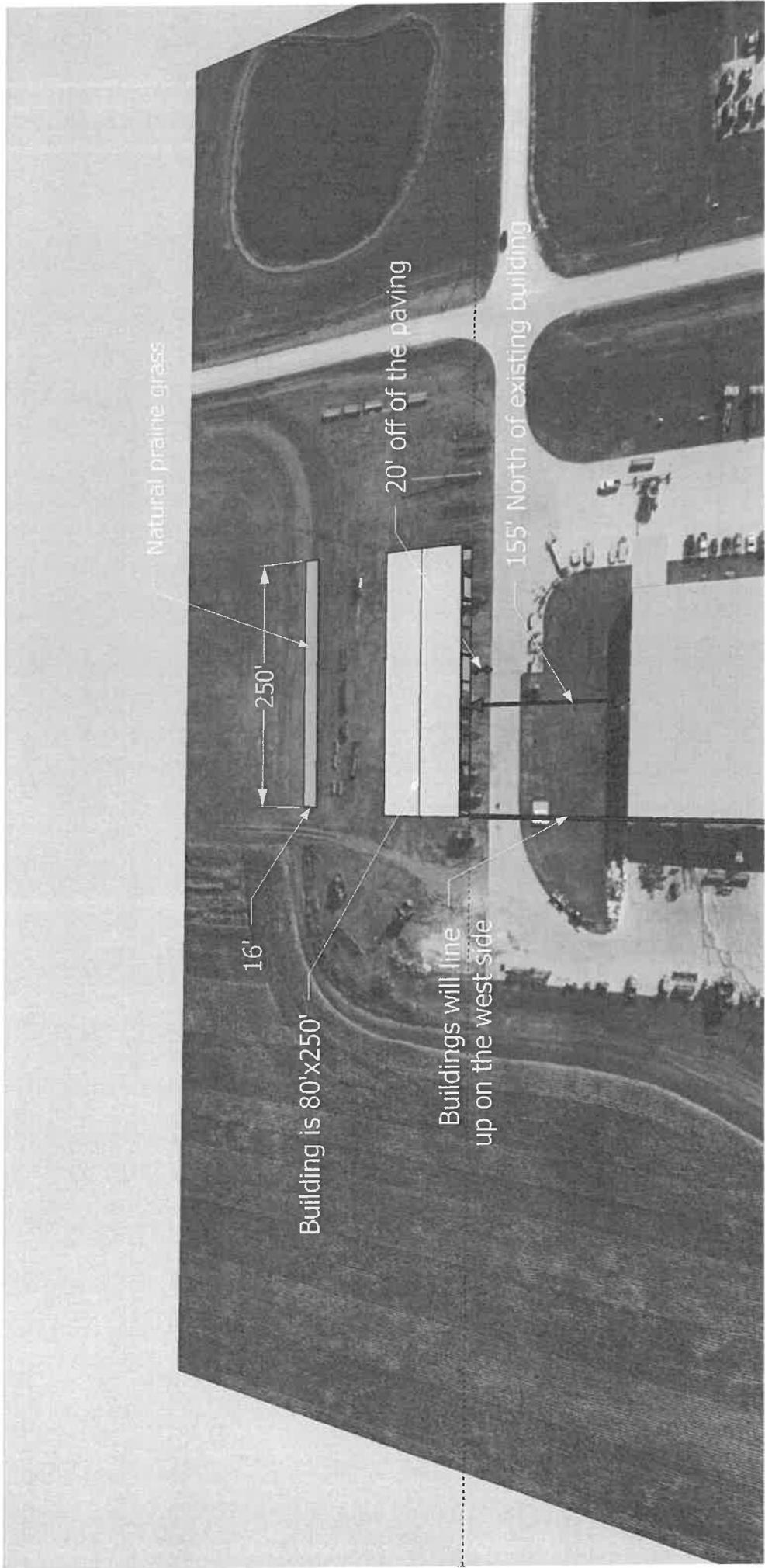
- **88.04 Access Requirements:** The property has an existing access from 590<sup>th</sup>. No new access points are proposed.
- **88.08 Parking and Circulation Standards:** No additional parking is being proposed for the storage shed.
- **88.09 Site Lighting:** no new site lighting is proposed.
- **88.11: Minimum Landscaping Standards:** The County's minimum landscaping standards require that "An area equivalent to at least 20 percent impervious surface of a property to be developed (excluding single-family and two-family dwellings) shall be planted as landscaped areas. The landscaped areas shall be designed and placed so as to achieve the maximum capture and filtration of storm water originating from the property." To meet this standard, Vetter Equipment has submitted a site plan showing they will plant 4,000 square feet of an Iowa native seed mix.
- **88.13: Traffic Impact Analysis and Study:** The applicant states that the storage shed will not create 100 or more new vehicle trips per day, even during the peak season. Therefore, a traffic impact analysis is not required.



As with all commercial development plans, staff routed the site plan to other County departments for review. Environmental Health found that the storage shed will need to protect the geo wells during construction, and the County Engineer had no comments as no new access is proposed.

As the site plan meets all requirements in the Story County Land Development Regulations, Planning and Development staff recommend the Board approve the site plan. With the Board's approval of the site plan, staff will issue the zoning permit.





Natural prairie grass

16'

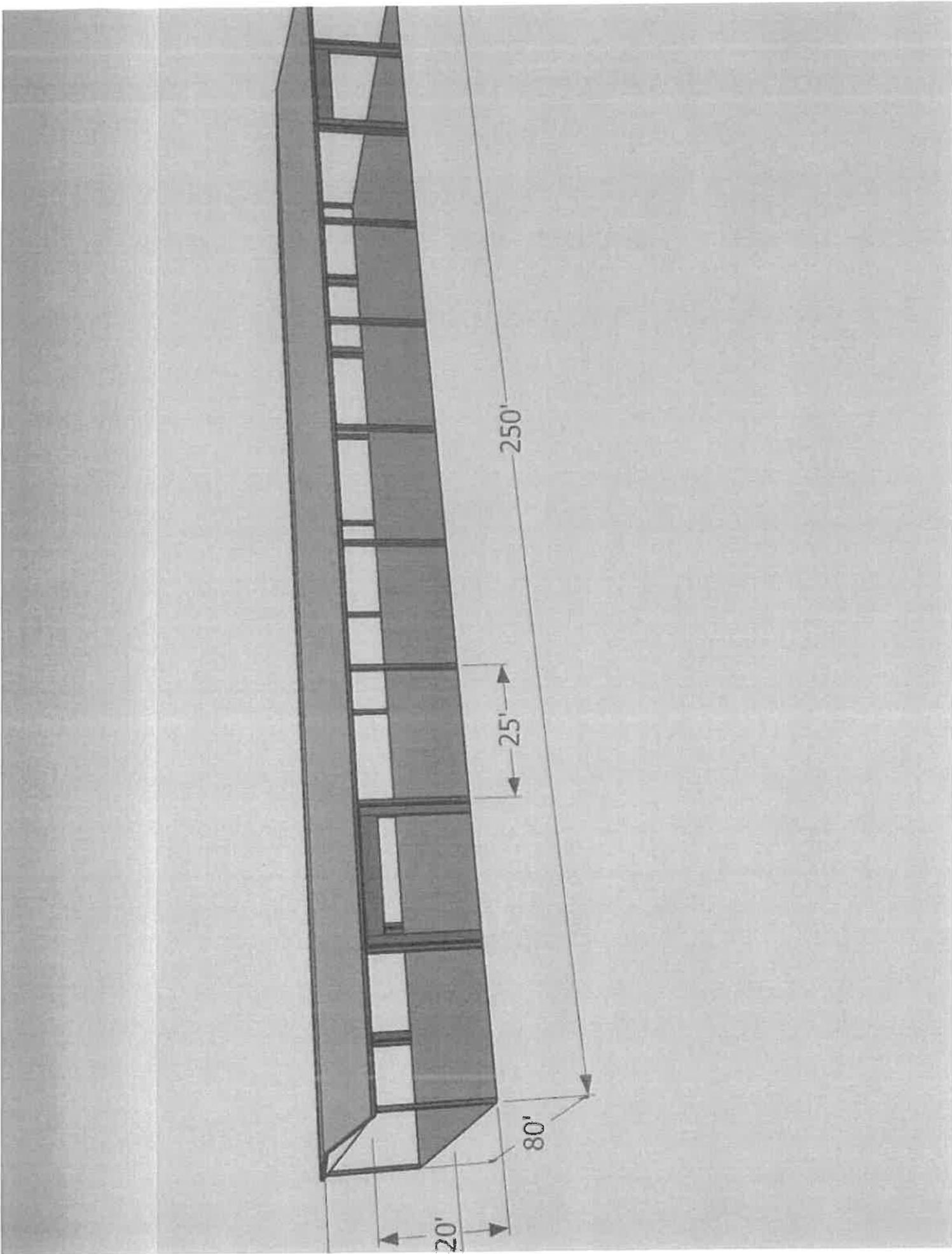
250'

Building is 80'x250'

20' off of the paving

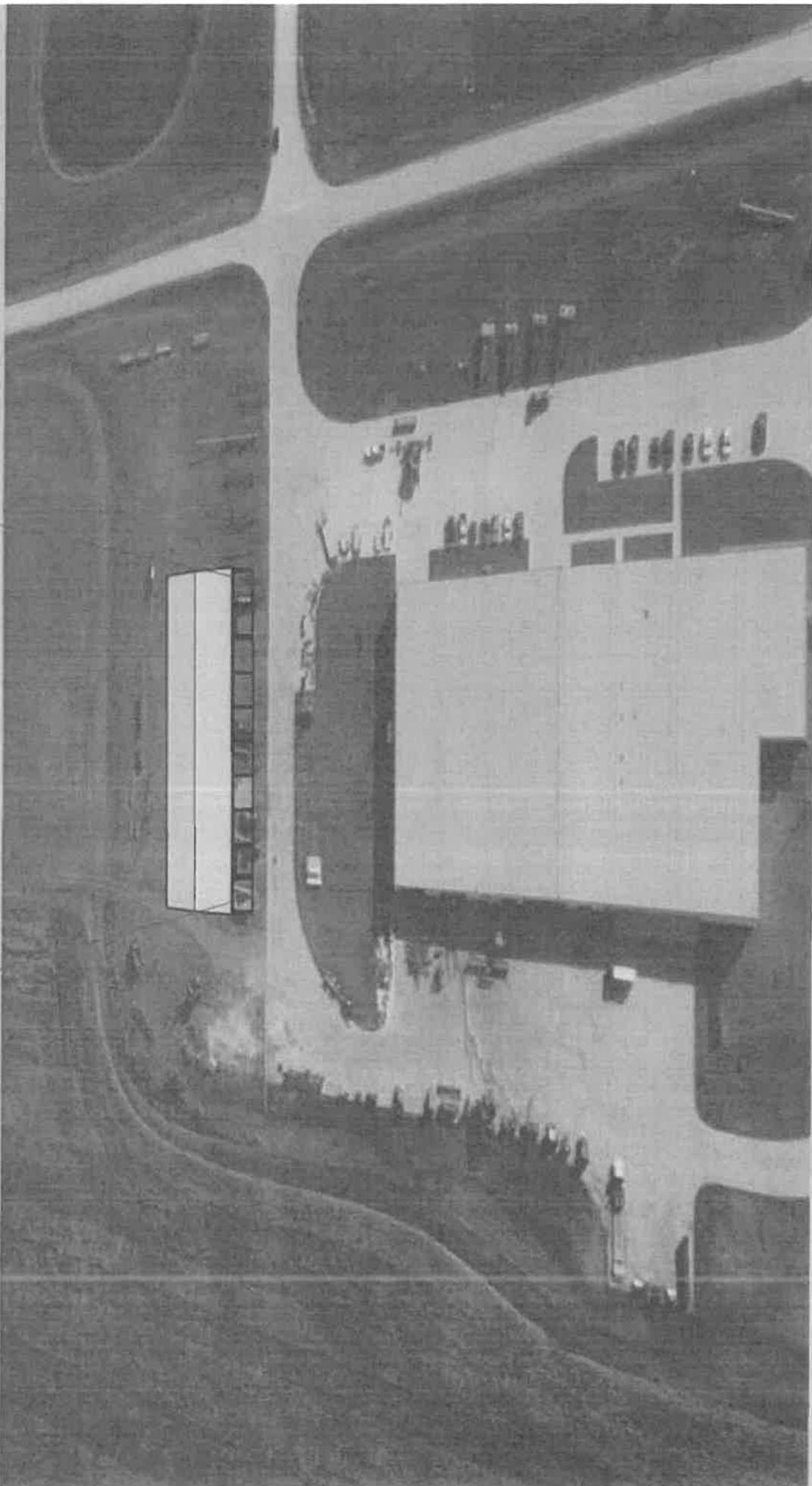
Buildings will line up on the west side

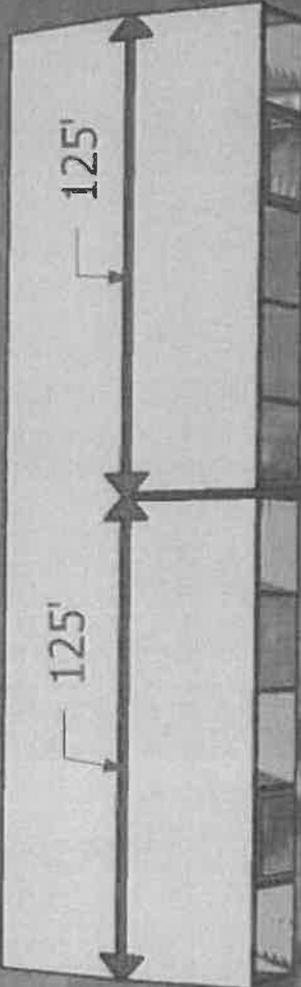
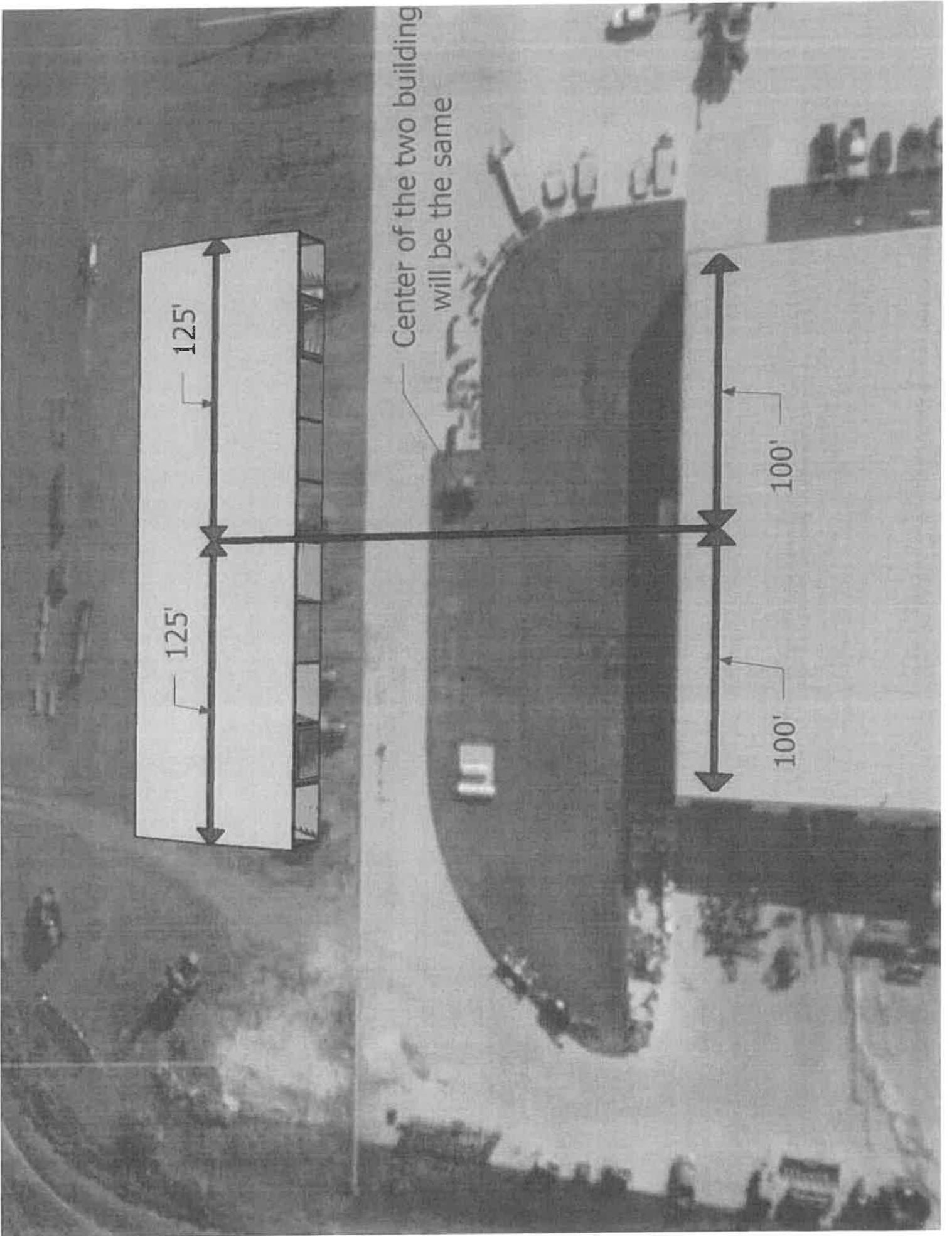
155' North of existing building



25' east

25' west



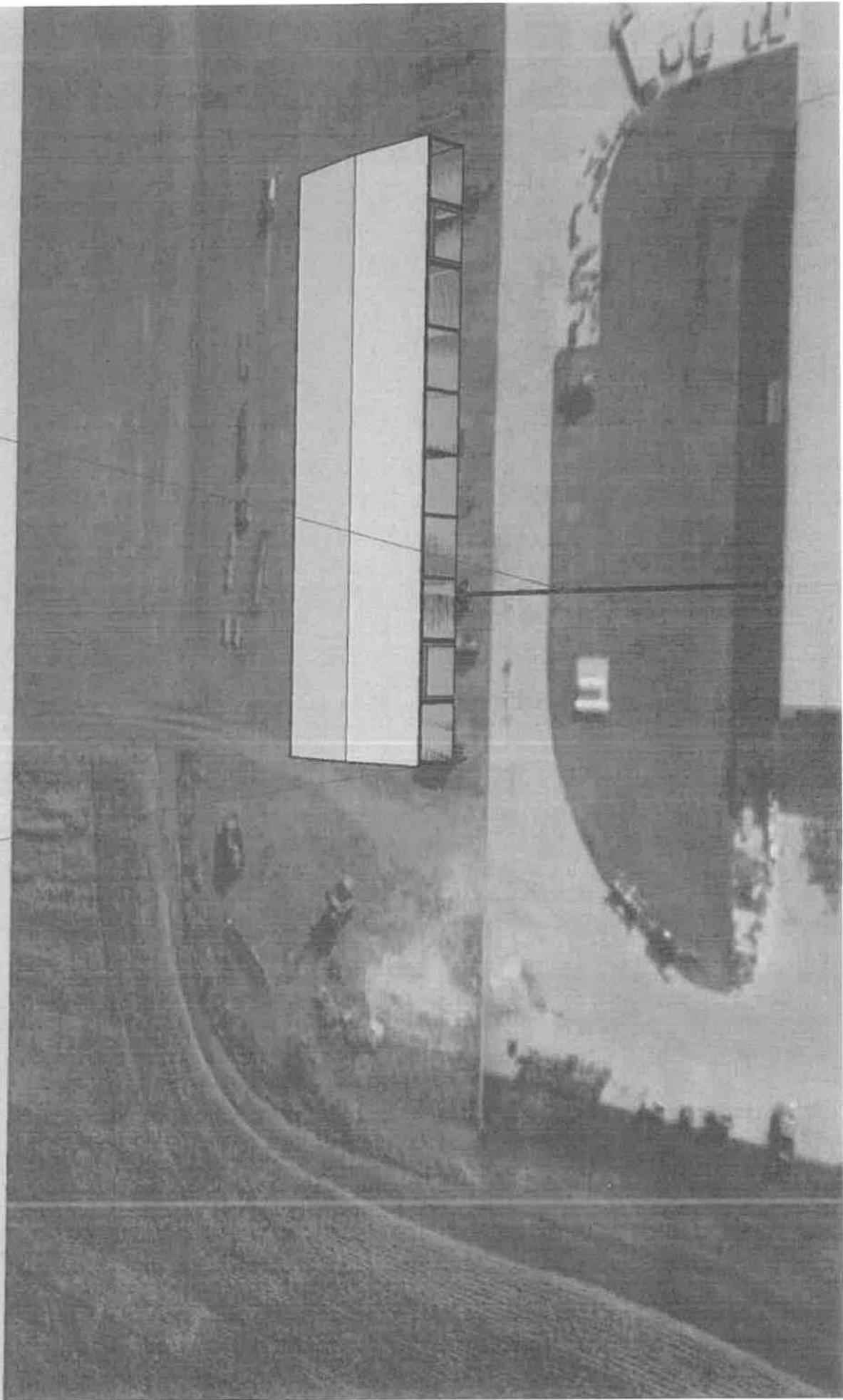


Center of the two building  
will be the same

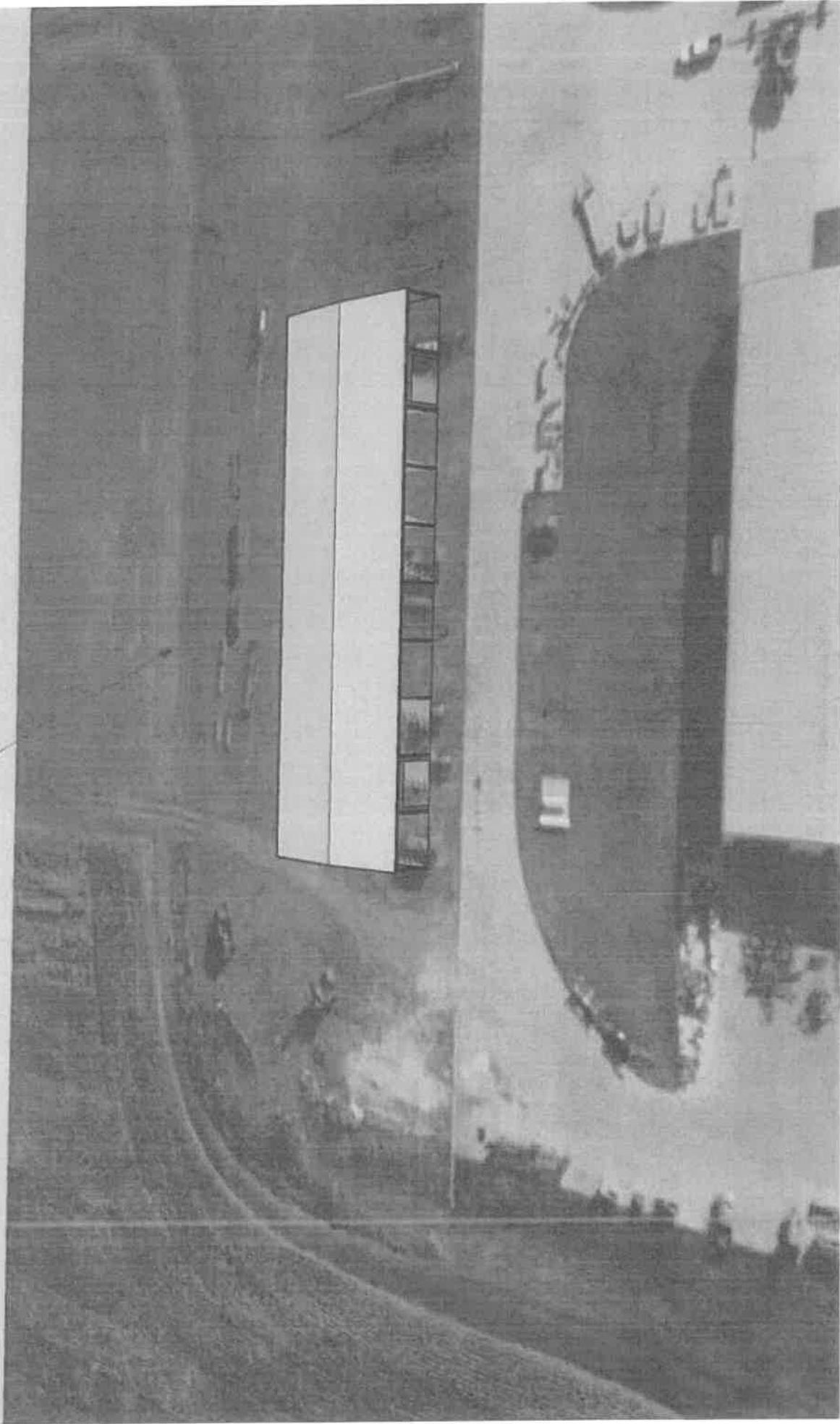


20' North of Existing Concrete

155' North of Existing B

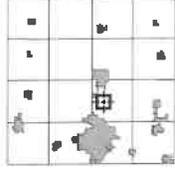


All downspouts off the building will be tiled to this drainage ditch





**Overview**



**Legend**

- Parcels
- Lots
- Right of Way
- Townships
- Sections
- Quarter Quarters
- Corporate Limits
- Road Centerlines

Parcel ID 1009400400      Alternate ID 1009400400      Owner Address VETTER EQUIPMENT COMPANY  
 Sec/Twp/Rng 09-83-23      Class C-COMMERCIAL      610 14TH AVE S  
 Property Address 23941 590TH AVE      Acreage 31.65      PO BOX 249  
 NEVADA      DENISON, IA 51442

District 52080 - GRANT TWP/NEVADA SCH  
 Brief Tax Description SECTION:09 TOWNSHIP:83 RANGE:23 SE SE EX HY  
 (Note: Not to be used on legal documents)

**Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:**

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lots. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 9/15/2023  
 Last Data Uploaded: 9/14/2023 11:23:14 PM

Developed by **Schneider**  
 GEOSPATIAL

**AMENDMENT NO. 1**  
**To**  
**Grant Agreement**  
**for**  
**CONTRACT FOR COLLINS WATER INFRASTRUCTURE PROJECT – CITY OF COLLINS**  
**ARPA SUBRECIPIENT NO. 5**  
Dated October 12, 2023

This AMENDMENT No. 1 is by and among the County of Story, Iowa and the City of Collins (collectively, “the Parties”). In consideration of the mutual covenants herein made, the Parties agree as follows:

**SECTION 1. PURPOSE OF AMENDMENT**

1. Parties agree that an amendment should be made the following from Exhibit B of the Grant Agreement:

a. Amend the program budget as follows:

Water line improvement – adding 6” line to softball field/new hydrant	Original \$30,000 Increase to \$134,736
Water line improvement – down 4 <sup>th</sup> Avenue	Original \$250,000 Decrease to \$145,264

**SECTION 2. AMENDMENT ALLOWED.**

1. The Grant Agreement provides for this Amendment in Section 6 (D) as follows: **Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, the original Application is attached hereto as Exhibit B and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the County may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

2. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment.

STORY COUNTY, IOWA (County)

CITY OF COLLINS, IOWA (Subrecipient)

By:   
Chairperson of the Board of Supervisors

By: 

Dated: 11/7/23

Dated: 10-12-23

## GRANT AGREEMENT

### AN AGREEMENT WITH CITY OF AMES FOR FUNDING TOWARDS THE FITCH FAMILY INDOOR AQUATIC CENTER PROJECT

THIS AGREEMENT ("Agreement") is entered into by and between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and the City of Ames, Iowa, hereinafter referred to as "Grantee", whose mailing address and telephone number is 515 Clark Avenue, Ames, Iowa 50010, telephone 515-239-5101.

#### 1. PURPOSE AND INTENT

The purpose of the agreement is for the Grantee to use \$500,000 funded from ARPA Recovery Funds lost revenue towards the Fitch Family Indoor Aquatic Center on the condition that all Story County residents have the same fee schedule as Ames city residents for a period of ten (10) years for the initial date of operations of the facility.

The Grantee acknowledges that:

- 1) the source of funding awarded for this project is the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") funds;
- 2) any and all compliance requirements for use of SLFRF funds; and
- 3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from "Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds" dated February 28, 2022, version 3.0.)

In order to accomplish the objectives of the American Rescue Plan Act (ARPA) to respond to the public health emergency or negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, the County and Grantee agree as follows.

#### 2. DISBURSEMENT OF FUNDS

The County will pay Grantee an amount not to exceed \$500,000. The funds will be disbursed in one lump-sum payment of \$500,000.

#### 3. REPORTING

In exchange for payment received, Grantee agrees to provide the County quarterly reporting on expenditures and obligations made with ARPA funds and annual reporting regarding the \$500,000.00 funded from ARPA Recovery Funds lost revenue towards the Fitch Family Indoor Aquatic Center. A timeline for quarterly reporting is attached as Exhibit A.

#### 4. TERMS

The terms of this service agreement shall begin upon the execution of this contract by the Chair of the Story County Board of Supervisors. Agreement shall terminate upon the exhaustion of ARPA funds by Grantee. Agreement will terminate no later than 12/31/2026.

- (A) This Agreement shall remain in effect until one of the following events has occurred:
- a. The Grantee and the County replace this Agreement with another written agreement;
  - b. All of Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements; or
  - c. This Agreement has been terminated pursuant to the provisions of Section 4 hereof.

#### 5. TERMINATION

The County, in its sole and absolute discretion, may terminate this Agreement:

- a. if the Grantee has breached any provision of this Agreement or has failed to comply with any applicable state or federal law or regulation applicable to any Project; or
- b. if any representation or warranty made by the Grantee in any Proposal, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- c. *Notice of Termination.* The County shall provide the Grantee with written notice of termination of this Agreement. The termination of this Agreement shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- d. *Effect of Termination.* Upon termination of this Agreement, the Grantee shall reimburse the County for all costs and disbursements of the project terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination. The Grantee shall return any unused portion of the funds to the County within thirty days of notification of termination.
- e. Grantee may terminate this agreement by giving a 21-day notice by certified mail to the County.

#### 6. AFFIRMATIVE COVENANTS

- a. *Ratification.* By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).

- b. No Litigation. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Grantee nor the title to office of any authorized representatives of the Grantee executing this Agreement, is being contested.
- c. No Conflicts. The authorization, execution and delivery of this Agreement, and performance by the Grantee of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- d. SAM.gov Registration. Grantee shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") herein listed is the correct number for the Grantee as of the date hereof. If Grantee is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Provider.
  - i. Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS")
- e. Reporting and Compliance with Laws. The Grantee shall comply with all reporting requirements as determined by Story County. In addition, the Grantee agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Grantee covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- f. Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975.

- g. If for any reason Grantee is unable to meet the terms as agreed upon above Grantee shall notify the COUNTY and return any unused portion of the funds to the COUNTY within 30 days of that notification.

## **7. ASSIGNMENTS**

Grantee's obligation and duties under this Agreement shall not be assigned without the permission of the County.

## **8. INDEMNIFICATION**

Grantee shall hold harmless the County for any injury or damage caused by the acts or omissions of Grantee on employees or agents and Grantee agrees to indemnify the County for any such injury or damages.

## **9. DISPUTES**

Any disputes that arise between the County and Grantee would be governed by Iowa law and be litigated in Story County.

## **10. ACCESS TO BOOKS AND RECORDS**

Unless otherwise required by applicable laws, Grantee shall allow the County access to all books and records for purposed of auditing or reviewing Grantee's claims, upon request by the County. Grantee's failure to provide access under this section shall constitute a material breach of the agreement.

- a. Recordkeeping. The Grantee shall maintain accounts and records with respect to the Project in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to the Project for a period of seven years after all proceeds have been expended or returned to the County. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine-readable formats. Grantee agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

## **11. REQUIREMENTS**

Grantee hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Grantee assures that

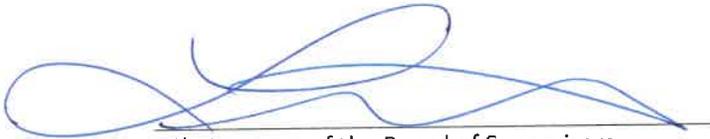
no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Grantee.

**12. COMPLETE AGREEMENT**

This is the entire agreement between the County and Grantee.

STORY COUNTY, IOWA (County)

By:



Chairperson of the Board of Supervisors

Dated: 11/7/23

 (Grantee)  
By: **JOHN A. HAILA**  
**MAYOR, CITY OF AMES**

Authorized Representative

Dated: 9/26/2023

Exhibit A

Report	Year	Quarter	Period Covered	Due Date (Treasury)	Due Date (to Story County)
1	2021	2-4	March 3 - December 31	31-Jan-22	NA
2	2022	1	January 1 - March 31	30-Apr-22	NA
3	2022	2	April 1 - June 30	31-Jul-22	NA
4	2022	3	July 1 - September 30	31-Oct-22	10/5/2022
5	2022	4	October 1 - December 31	31-Jan-23	1/5/2023
6	2023	1	January 1 - March 31	30-Apr-23	4/5/2023
7	2023	2	April 1 - June 30	31-Jul-23	7/6/2023
8	2023	3	July 1 - September 30	31-Oct-23	10/4/2023
9	2023	4	October 1 - December 31	31-Jan-24	1/4/2024
10	2024	1	January 1 - March 31	30-Apr-24	4/3/2024
11	2024	2	April 1 - June 30	31-Jul-24	7/3/2024
12	2024	3	July 1 - September 30	31-Oct-24	10/3/2024
13	2024	4	October 1 - December 31	31-Jan-25	1/6/2025
14	2025	1	January 1 - March 31	30-Apr-25	4/3/2025
15	2025	2	April 1 - June 30	31-Jul-25	7/3/2025
16	2025	3	July 1 - September 30	31-Oct-25	10/3/2025
17	2025	4	October 1 - December 31	31-Jan-26	1/6/2026
18	2026	1	January 1 - March 31	30-Apr-26	4/3/2026
19	2026	2	April 1 - June 30	31-Jul-26	7/6/2026
20	2026	3	July 1 - September 30	31-Oct-26	10/5/2026
21	2026	4	October 1 - December 31	31-Mar-27	1/6/2027

## **GRANT AGREEMENT**

### **AN AGREEMENT WITH THE COLO-NESCO COMMUNITY SCHOOL DISTRICT FOR FUNDING TOWARDS THE COLO-NESCO CHILDCARE CENTER**

THIS AGREEMENT ("Agreement") is entered into by and between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and the Colo-NESCO Community School District, hereinafter referred to as "Grantee", whose mailing address and telephone number is 919 West Street, Colo, Iowa 50056, telephone (563) 608-4578.

#### **1. PURPOSE AND INTENT**

The purpose of the agreement is for the Grantee to use *\$50,000 funded from ARPA Recovery Funds lost revenue towards the Colo-NESCO Childcare Project*. The Grantee acknowledges that (1) the source of funding awarded for this project is the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from "*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*" dated February 28, 2022, version 3.0.) In order to accomplish the objectives of the American Rescue Plan Act (ARPA) to respond to the public health emergency or negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, the County and Grantee agree as follows.

#### **2. DISBURSEMENT OF FUNDS**

The County will pay Grantee an amount not to exceed \$50,000. The funds will be disbursed in one lump-sum payment of \$50,000.

#### **3. REPORTING**

In exchange for payment received, Grantee agrees to provide the County quarterly reporting on expenditures and obligations made with ARPA funds and annual reporting regarding the \$50,000.00 funded from ARPA Recovery Funds lost revenue towards the Colo-NESCO Childcare Project. A timeline for quarterly reporting is attached as Exhibit A.

#### **4. TERMS**

The terms of this service agreement shall begin upon the execution of this contract by the Chair of the Story County Board of Supervisors. Agreement shall terminate upon the exhaustion of ARPA funds by Grantee. Agreement will terminate no later than 12/31/2026.

(A) This Agreement shall remain in effect until one of the following events has occurred:

- a. The Grantee and the County replace this Agreement with another written agreement;

- b. All of Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements; or
- c. This Agreement has been terminated pursuant to the provisions of Section 5 hereof.

## **5. TERMINATION**

The County, in its sole and absolute discretion, may terminate this Agreement:

- a. if the Grantee has breached any provision of this Agreement or has failed to comply with any applicable state or federal law or regulation applicable to any Project; or
- b. if any representation or warranty made by the Grantee in any Proposal, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- c. *Notice of Termination.* The County shall provide the Grantee with written notice of termination of this Agreement. The termination of this Agreement shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- d. *Effect of Termination.* Upon termination of this Agreement, the Grantee shall reimburse the County for all costs and disbursements of the project terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination. The Grantee shall return any unused portion of the funds to the County within thirty days of notification of termination.
- e. Grantee may terminate this agreement by giving a 21-day notice by certified mail to the County.

## **6. AFFIRMATIVE COVENANTS**

- a. *Ratification.* By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).
- b. *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the

corporate existence of the Grantee nor the title to office of any authorized representatives of the Grantee executing this Agreement, is being contested.

- c. No Conflicts. The authorization, execution and delivery of this Agreement, and performance by the Grantee of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- d. SAM.gov Registration. Grantee shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") herein listed is the correct number for the Grantee as of the date hereof. If Grantee is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Provider.
  - i. Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS")  
CAS7C11KHG64
- e. Reporting and Compliance with Laws. The Grantee shall comply with all reporting requirements as determined by Story County. In addition, the Grantee agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Grantee covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- f. Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975.
- g. If for any reason Grantee is unable to meet the terms as agreed upon above Grantee shall notify the County and return any unused portion of the funds to the County within 30 days of that notification.

## **7. ASSIGNMENTS**

Grantee's obligation and duties under this Agreement shall not be assigned without the permission of the County.

**8. INDEMNIFICATION**

Grantee shall hold harmless the County for any injury or damage caused by the acts or omissions of Grantee on employees or agents and Grantee agrees to indemnify the County for any such injury or damages.

**9. DISPUTES**

Any disputes that arise between the County and Grantee would be governed by Iowa law and be litigated in Story County.

**10. ACCESS TO BOOKS AND RECORDS**

Unless otherwise required by applicable laws, Grantee shall allow the County access to all books and records for purposed of auditing or reviewing Grantee's claims, upon request by the County. Grantee's failure to provide access under this section shall constitute a material breach of the agreement.

- a. Recordkeeping. The Grantee shall maintain accounts and records with respect to the Project in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to the Project for a period of seven years after all proceeds have been expended or returned to the County. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine-readable formats. Grantee agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

**11. REQUIREMENTS**

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

**12. COMPLETE AGREEMENT**

This is the entire agreement between the County and Grantee.

STORY COUNTY, IOWA (County)

By:

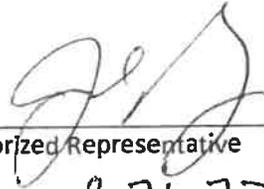


Chairperson of the Board of Supervisors

Dated: 11/7/23

Co/o - NESCO CSD (Grantee)

By:



Authorized Representative

Dated: 8-21-23



## Entity Workspace Results 1 Total Results

### COLO-NESCO COMMUNITY SCHOOL DISTRICT

**Unique Entity ID:** CAS7C11KHG64

**CAGE/NCAGE:** 7WQW1

**Entity Status:** Active Registration

**Doing Business As:**

**Physical Address:**

919 WEST ST

COLO , IA

50056-1000 USA

**Expiration Date:**

Jul 26, 2024

**Purpose of Registration:**

All Awards

## STORY COUNTY UTILITY PERMIT

Date 11/2/23

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, 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 320th St. & 580th Ave. from S. side of 320th St. and along E. Side of to 32385 580th Avenue, a distance of 5050 L.F. miles 580th Ave.

**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:

SEE ATTACHED PAGE 3.

SEE ATTACHED PLAN SHEET.

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.

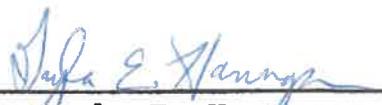
The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

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 11-2-2023

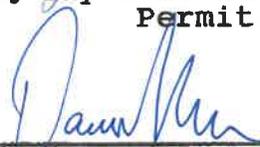
Iowa Regional Utilities Association

Name of Company (Applicant - Permittee)

  
by Gayla E. Hannagan, Phone no. 641-792-70  
Permit Manager

Recommended for Approval:

Date 11-2-23

  
County Engineer Phone no. 515-382-7355

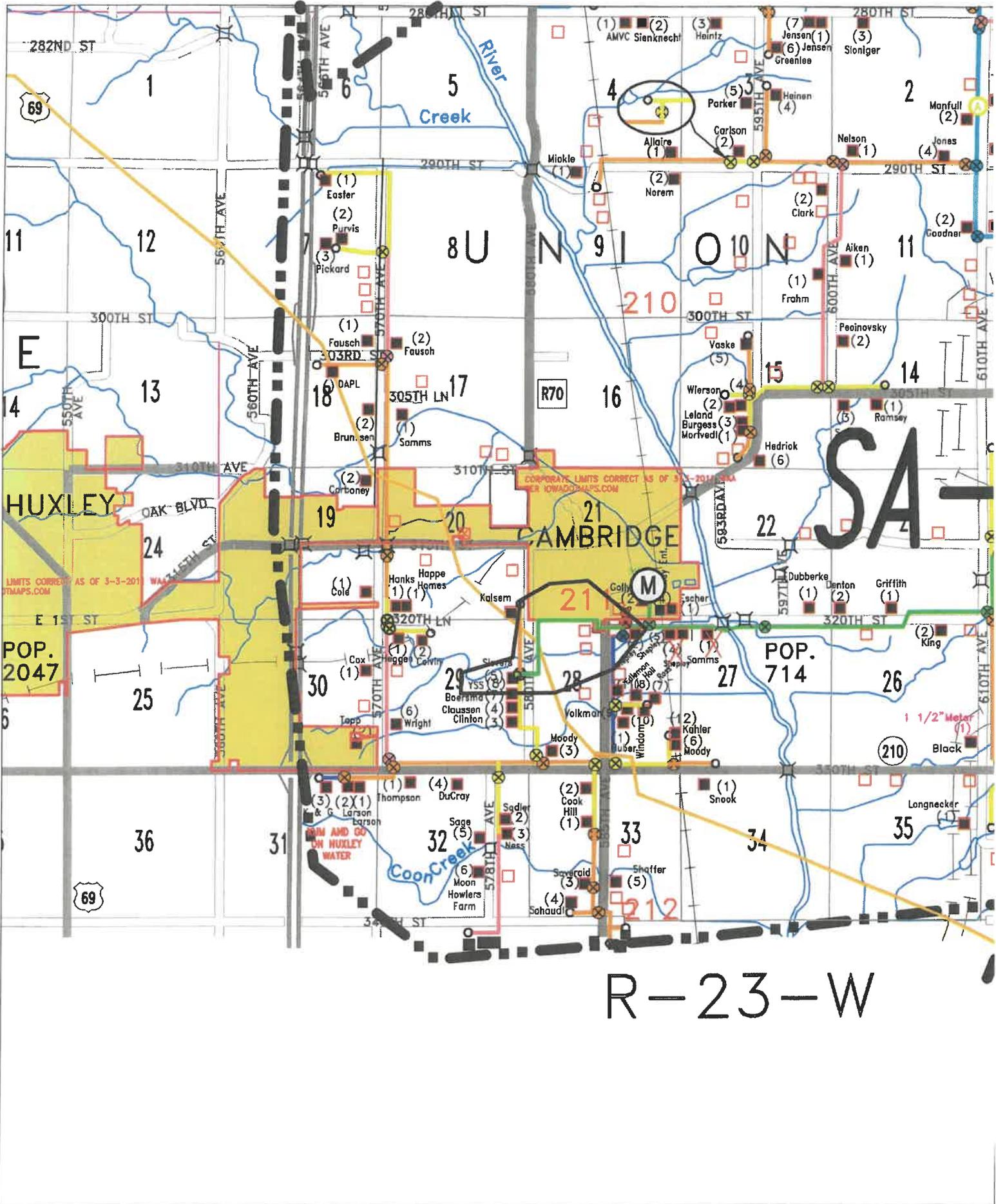
Approved:

Date 11/7/23

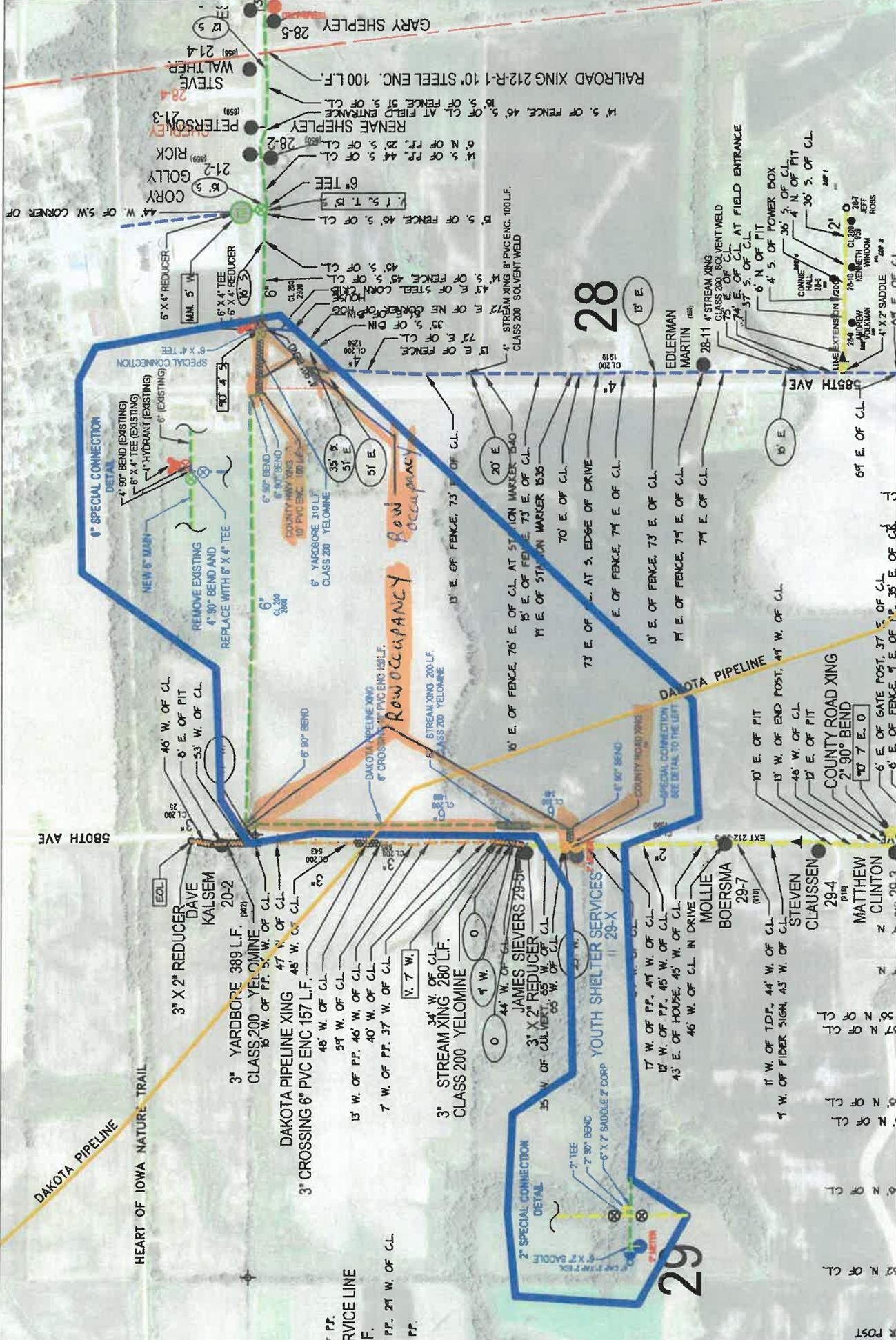
  
Chair, Board of Supervisors  
Story County, Iowa

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

Directional boring from East ROW Line to West ROW Line crossing under 580<sup>th</sup> Avenue, installing a 6" PVC water main between Sections 28 and 29, T82, R23W; AND Directional boring from East ROW Line to West ROW crossing under 585<sup>th</sup> Avenue, installing a 6" PVC water main through 10" PVC encasement in Section 28, T82N, R23W; AND Directional boring, trenching and digging for ROW Occupancy along the South side of 320<sup>th</sup> Street, installing a 6" PVC water main, in Section 28, T82N, R23W; AND Directional boring, trenching and digging for ROW Occupancy along the East side of 580<sup>th</sup> Avenue, installing a 6" PVC water main in Section 28, T82N, R23W; ALL pipe installation is a minimum of 5 feet deep. SEE ATTACHED PLAN SHEET.



R-23-W





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

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

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Go Green Team Co-Chairs: Joby Brogden, Facilities Management Director and Leanne Lawrie Harter, AICP CFM  
**RE:** Go Green Team Membership – Revised Membership  
**DATE:** November 2, 2023

With the adoption of Resolution #22-52 Establishing the Story County Climate Resilience Leadership Strategy on February 1, 2022, the Board of Supervisors addressed the reactivation of the Go Green Team (GGT).

*BE IT FURTHER RESOLVED that the Board of Supervisors reactivates the Go Green Team herein after referred to as the Team to provide input and assistance in ascertaining current levels of greenhouse gas emissions present in Story County government operations with the Team consisting of designees from County offices and departments and technical assistance provided by staff from the Board of Supervisors office*

Since the initial action by the Board in February 2022, additional members have been identified to the Go Green Team. Proposed changes in the membership are noted below.

The following individuals have been identified as members of the Go Green Team:

Carson Linkenmeyer – Sheriff's Office	Jacob Witte – Assessor
Anna Henderson – Animal Control	Bre Van Sickle – Engineer/Secondary Roads
Joby Brogden – Facilities Management	Rebekah Beall – Conservation
Terri Loneman – Facilities Management	Latifah Faisal – Board of Supervisors
Andrea Wagner – P&D	Leanne Harter – P&D (effective 11/19/2023)
Erin Rewerts – General Assistance	Sandra King – Board of Supervisors
Melissa Spencer – Emergency Management	Matt Cory – Environmental Health
Matt Boeck – GIS	Olivia Vanderhart – Conservation
Carol Golden – Recorder's Office	

Staff recommends the Board consider this change.

Please let me know if you have any questions or need additional information.

**APPROVED** **DENIED**  
Board Member Initials: [Signature]  
Meeting Date: 11/7/23  
Follow-up action: Addition of Timothy Patterson - Info Technology

**APPROVED**

**DENIED**

Board Member Initials: *[Signature]*

Meeting Date: 11/7/23

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

**REQUEST FOR PROPOSAL FOR  
ADA Compliance Evaluation and Recommendations for Restrooms Located  
Within Multiple County-Owned Public Buildings, for Story County, Iowa**

Story County, Iowa ("County") seeks proposals for ADA Compliance Evaluation, and Recommendations for Restrooms Located Within Multiple County-Owned Public Buildings, for Story County, Iowa.

**The purpose of this Request for Proposal (RFP) is to solicit a consultant to:**  
Provide Evaluation services for ADA compliance in 6 County owned facilities, give recommendations for possible work for County consideration, to meet current ADA requirements, where applicable or needed. Restrooms slated for evaluation consist of both public and employee facilities. Other specifics as identified in the Scope of Work further explained within this RFP.

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

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

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

Story County Board of Supervisors  
c/o Communications Assistant  
Story County Administration  
900 6<sup>th</sup> Street  
Nevada, Iowa 50201

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

**Proposal Deadline: 1/3/2024 at 12:00 PM**  
Proposals received after the proposal deadline will be considered late and will not be evaluated. Proposals may be withdrawn and/or modified in writing prior to the submission deadline. Request for withdrawal must be in writing by the contact person named on the outside of the envelope. Proposals that are resubmitted must be sealed and received prior to the submission deadline. Each Consultant may submit only one proposal.

# PURCHASE ORDER FOR NEW OR USED COMMERCIAL VEHICLES



**OHI-Des Moines**  
3311 Adventureland Dr.  
Altoona, IA 50009  
800-800-6503

**OHI-Cherokee**  
1324 S. 2<sup>nd</sup> St.  
Cherokee, IA 51012  
712-225-2553

**OHI-Carroll**  
21064 - 180<sup>th</sup> St.  
Carroll, IA 51404  
877-875-9907

**OHI-Fort Dodge**  
1515 3<sup>rd</sup> Ave. N.W.  
Fort Dodge, IA 50501  
800-293-6524

*Vehicles To Be Titled As Follows:*

NAME Story County  
 CONTACT Darren Moon  
 PURCHASERS  
 PHONE \_\_\_\_\_  
 CELL PHONE 641-382-7355  
 EMAIL \_\_\_\_\_  
 ADDRESS 837 N Ave  
 CITY Nevada  
 STATE / ZIP IA/50201  
 COUNTY \_\_\_\_\_

The Seller, O'Halloran, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and O'Halloran, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle(s).

**CAUTION: This agreement consists of two pages. See Reverse Side for additional provisions.**

QTY	YEAR	NEW USED	MAKE	MODEL	MILEAGE	VIN SERIAL NUMBER	BODY TYPE	STOCK NO.	PRICE
2		N	Intl	HV507 6x4		Factory Order	Plow		\$278,048.00
2						Hawkeye Truck Equipment quote #25364			\$320,256.00

Delivery of this equipment to be made at \_\_\_\_\_ on or about \_\_\_\_\_ 20\_\_

Factory order per Proposal #18546. Hawkeye quote #25364 pricing is subject to change depending upon the arrival of the chassis and when the county wants to pay for the equipment.

**TRADE-INS**

MAKE	YEAR-MODEL	ODOMETER READING	SERIAL NUMBER	BODY TYPE	ALLOWANCE	AMT. OWING (IF ANY)	NET ALLOWANCE	OWED TO NAME:	ADDRESS	CITY-STATE

PRICE DELV'D EQUIPPED	
Processing Fee	
VEHICLE PURCHASE PRICE	\$598,304.00
FEDERAL EXCISE TAX	N/A
Less trade-in allowance	
Trade difference	\$598,304.00
Sales Tax	Customer
License, Title, and Misc. Fees	Customer
<b>TOTAL CASH PRICE</b>	<b>\$598,304.00</b>
Cash down with order	
Cash due on delivery	
UNPAID BAL CASH PRICE	

**DISCLAIMER OF WARRANTY**

IF THERE IS A MANUFACTURER'S WARRANTY ON THE VEHICLE YOU ARE BUYING, THE DEALER IS NOT A PARTY TO IT AND IT IS NOT A PART OF THIS CONTRACT. THE MANUFACTURER'S WARRANTY IS BETWEEN YOU AND THE MANUFACTURER. AS FAR AS THE DEALER IS CONCERNED, YOU UNDERSTAND THAT THE VEHICLE IS SOLD "AS IS" WITH ALL FAULTS AND THAT WE MAKE NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY THAT THE VEHICLE IS FIT FOR ANY PARTICULAR PURPOSE.

**You understand that this agreement (including the terms on the back) is an offer to purchase the vehicle described which will become a binding contract once the dealer has signed it. This document represents the complete agreement between you and the dealer regardless of any other oral, written or prior agreements or representations.**

Iowa law requires us to give you the following notice: **You understand that liability insurance coverage which would protect you under the Iowa Motor Vehicle Financial and Safety Responsibility Act IS NOT INCLUDED in your purchase of this motor vehicle.** By signing this contract, you are certifying that you are at least 18 years old (If there are two buyers, that at least one of you is 18 years old), that you have read this contract, front and back, and agree to its terms, and that you have received a copy of it.

Accepted by O'Halloran \_\_\_\_\_ Date \_\_\_\_\_

 11/7/23  
Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Order Taken By \_\_\_\_\_

Cosigner's Signature \_\_\_\_\_ Date \_\_\_\_\_

# PURCHASE ORDER FOR NEW OR USED COMMERCIAL VEHICLES

## Contract Terms and Conditions

In this contract the words "we," "us" and "our" refer to the dealer-seller. The words "you" and "your" refer to the buyer and co-buyer, if any.

- 1. Cash Sale.** You agree to buy the vehicle described on the front of this document for cash. This is not a credit sale and this document is not a credit document. If you obtain financing to purchase the vehicle, you will be required to sign documents which comply with applicable federal and state laws. If you obtain financing to purchase the vehicle, there will be a fee for filing the lien on the title. This fee may be paid either to the dealer or to the lending institution from which you obtain financing.
- 2. Warranty Disclaimer.** If there is a manufacturer's warranty on the vehicle you are buying, we are not a party to it, and it is not a part of this contract. The manufacturer's warranty is between you and the manufacturer. As far as the dealer is concerned, **you understand that the vehicle is sold "as it" with all faults and that we make no warranty of merchantability and no warranty that the vehicle is fit for any particular purpose, unless we provided you with a written warranty or service contract within 90 days of this contract.** If we do so, any implied warranty will last only as long as the limited written warranty. This provision does not affect any warranties which may be provided by the vehicle manufacturer.

**NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY.** Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers warranties delivered to You with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

**USED PRODUCTS – NO WARRANTIES.** All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by us, provided that Products are sold by dealer as "Certified Pre-Owned" are subject to express written terms and conditions of our certified pre-owned program. EXCEPT FOR ANY MANUFACTURER WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

- 3. Manufacturer's Price Revision on New Vehicle.** If you are buying a new vehicle which we do not have in stock at the time you order it and if the manufacturer changes our price of the vehicle model or body type you ordered between the time we signed this contract and the time we delivered the vehicle to you, we have the right to change the price to you. However, if you do not agree to the changed price, you may cancel this contract. If you cancel the contract, we will return your trade-in to you if it has not already been sold so long as you pay for the cost of reasonable repairs and storage fees. If we have sold your trade-in, we will pay you the amount we received for the trade-in less a selling commission of 15% and any expenses which we incurred in reconditioning, repairing, insuring, storing, and selling the vehicle.
- 4. Manufacturer's Change of the Model and body Type of New Vehicle.** If you are buying a new vehicle and if the manufacturer changes (or discontinues) the model, design, chassis, accessories, body type or parts of the vehicle which you ordered, we will have no obligation to make the same or similar change to the vehicle you ordered either before or after we deliver the vehicle to you.
- 5. Buyer's Warranty of Title or Trade-in.** If you traded another vehicle as part of the price of the vehicle purchased, you promise that the trade-in is your property free and clear of any liens or encumbrances except as noted on the front of this contract and that all taxes and registration fees are currently paid. If we are put to any expense with respect to unpaid taxes or registration fees, you will reimburse us for those expenses and our reasonable cost for paying those expenses upon demand. If we find out that you made any misrepresentation about the trade-in, then you will pay us three times our actual damages as a result of the misrepresentation, plus our costs of collection and attorney's fees.
- 6. Amount Due on Trade-in.** The "Trade-In Balance Owed" on the front of this contract was provided by your lienholder. If the balance is incorrect due to the fault of the lienholder, the error will be treated as a mutual mistake of fact. In other words, if you owe more money on your trade-in, you will pay us the difference, or you can rescind the contract by returning the vehicle. If you owe less, we will pay (credit) you.
- 7. Reappraisal of Trade-in.** If you do not deliver the trade-in to us until the purchased vehicle is delivered to you, then we may reappraise the trade-in at the time that you deliver it to us and the new appraisal will determine the allowance to be made on the vehicle purchased. If the reappraisal is lower than the original appraisal, you may cancel this contract provided you do so before you obtain delivery of the purchased vehicle and surrender the trade-in.
- 8. Your Failure or Refusal to Accept Delivery.** If you refuse or fail to accept delivery of the purchased vehicle, we may keep your cash deposit as liquidated damages. If you had a trade-in, we may sell the trade-in and keep any part of the selling price which we need to reimburse us for losses which we incurred because you did not take delivery.
- 9. Failure or Delay of Delivery.** We are not liable for failure to deliver or delay in delivery of the purchased vehicle if the failure or delay is due, in whole or in part, to any cause beyond our control or without our fault or negligence, including delays by the manufacturer. We are not liable to you for any consequential damages, damages to property, damage for loss of use, loss of time, loss of profits, or income or any other incidental damages arising out of the sale or use of the purchased vehicle(s).
- 10. Liability for Taxes.** The price for the Product(s) specified on the front of this Order includes reimbursement to us for federal excise taxes paid but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. You assume and agree to pay, unless prohibited by law any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.
- 11. Risk of Loss; Insurance.** You shall assume all risk of loss relating to the Product(s) at the time you receive possession of the Product(s), or at the time you receive title to the Product(s) if title is conveyed before you receive possession. You shall obtain insurance for the Product(s) that will be in effect at the time you take possession of the Product(s), or at the time you receive title to the Product(s) if title is conveyed before you receive possession. We shall have no responsibility or liability related to the Product(s) after you receive either possession or title to the Product(s).
- 12. Limitation of Damages.** You agree that in the event of any Action brought by you against us, you shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time or any punitive damages.
- 13. Dealer's Remedies.** If you fail to perform all of the terms and conditions of this contract, we may exercise any right or remedy granted by law as well as the other remedies described in this contract.
- 14. Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which we are located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action, or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which dealer is located. You have one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against us.
- 15. Additional Documents.** You agree to sign any other documents which are required to transfer title to the trade-in vehicle or the purchased vehicle, including odometer statements and powers of attorney.
- 16. Attorney's Fees.** If you default on this contract, you will pay us our costs and attorneys' fees and late charges in addition to our damages.
- 17. Fees and Expenses of Actions.** In any Action, whether initiated by us or you, where you have a right, pursuant to statute, common law or otherwise to recover reasonable attorney's fees and costs in the event it prevails, you agree that we shall have the same right to recover reasonable attorney's fees and costs incurred in connection with the Action in the event we prevail.
- 18.** All equipment, accessories and tires affixed to the trade-in(s) at the time of appraisal must remain with the trade-in(s) unless specified in the agreement to the contrary.
- 19.** This agreement shall not become binding on us unless and until the finance institution has approved all terms of this contract including any time periods, if any.

Mailing Address  
P.O. Box 1804  
Des Moines, IA 50306  
(515) 967-3300

Customer Initials



# PURCHASE ORDER FOR NEW OR USED COMMERCIAL VEHICLES



**OHI-Des Moines**  
3311 Adventureland Dr.  
Altoona, IA 50009  
800-800-6503

**OHI-Cherokee**  
1324 S. 2<sup>nd</sup> St.  
Cherokee, IA 51012  
712-225-2553

**OHI-Carroll**  
21064 - 180<sup>th</sup> St.  
Carroll, IA 51404  
877-875-9907

**OHI-Fort Dodge**  
1515 3<sup>rd</sup> Ave. N.W.  
Fort Dodge, IA 50501  
800-293-6524

*Vehicles To Be Titled As Follows:*

NAME Story County  
CONTACT Darren Moon  
PURCHASERS \_\_\_\_\_  
PHONE \_\_\_\_\_  
CELL PHONE 641-382-7355  
EMAIL \_\_\_\_\_  
ADDRESS 837 N Ave  
CITY Nevada  
STATE / ZIP IA/50201  
COUNTY \_\_\_\_\_

The Seller, O'Halloran, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and O'Halloran, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle(s).

**CAUTION: This agreement consists of two pages. See Reverse Side for additional provisions.**

QTY	YEAR	NEW USED	MAKE	MODEL	MILEAGE	VIN SERIAL NUMBER	BODY TYPE	STOCK NO.	PRICE
1		N	Intl	LT625		Factory Order	Plow		\$149,069.00

Delivery of this equipment to be made at \_\_\_\_\_ on or about \_\_\_\_\_ 20\_\_

Factory order per Proposal #18377.

**TRADE-INS**

MAKE	YEAR-MODEL	ODOMETER READING	SERIAL NUMBER	BODY TYPE	ALLOWANCE	AMT. OWING (IF ANY)	NET ALLOWANCE	OWED TO NAME:	ADDRESS	CITY-STATE

PRICE DELV'D EQUIPPED	
Processing Fee	
VEHICLE PURCHASE PRICE	\$149,069.00
FEDERAL EXCISE TAX	N/A
Less trade-in allowance	
Trade difference	\$149,069.00
Sales Tax	Customer
License, Title, and Misc. Fees	Customer
TOTAL CASH PRICE	\$149,069.00
Cash down with order	
Cash due on delivery	
UNPAID BAL CASH PRICE	

**DISCLAIMER OF WARRANTY**

IF THERE IS A MANUFACTURER'S WARRANTY ON THE VEHICLE YOU ARE BUYING, THE DEALER IS NOT A PARTY TO IT AND IT IS NOT A PART OF THIS CONTRACT. THE MANUFACTURER'S WARRANTY IS BETWEEN YOU AND THE MANUFACTURER. AS FAR AS THE DEALER IS CONCERNED, YOU UNDERSTAND THAT THE VEHICLE IS SOLD "AS IS" WITH ALL FAULTS AND THAT WE MAKE NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY THAT THE VEHICLE IS FIT FOR ANY PARTICULAR PURPOSE.

**You understand that this agreement (including the terms on the back) is an offer to purchase the vehicle described which will become a binding contract once the dealer has signed it. This document represents the complete agreement between you and the dealer regardless of any other oral, written or prior agreements or representations.**

Iowa law requires us to give you the following notice: **You understand that liability insurance coverage which would protect you under the Iowa Motor Vehicle Financial and Safety Responsibility Act IS NOT INCLUDED in your purchase of this motor vehicle.** By signing this contract, you are certifying that you are at least 18 years old (if there are two buyers, that at least one of you is 18 years old), that you have read this contract, front and back, and agree to its terms, and that you have received a copy of it.

Accepted by O'Halloran \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Signature  Date 11/7/23

Order Taken By \_\_\_\_\_

Cosigner's Signature \_\_\_\_\_ Date \_\_\_\_\_

# PURCHASE ORDER FOR NEW OR USED COMMERCIAL VEHICLES

## Contract Terms and Conditions

In this contract the words "we," "us" and "our" refer to the dealer-seller. The words "you" and "your" refer to the buyer and co-buyer, if any.

- Cash Sale.** You agree to buy the vehicle described on the front of this document for cash. This is not a credit sale and this document is not a credit document. If you obtain financing to purchase the vehicle, you will be required to sign documents which comply with applicable federal and state laws. If you obtain financing to purchase the vehicle, there will be a fee for filing the lien on the title. This fee may be paid either to the dealer or to the lending institution from which you obtain financing.
- Warranty Disclaimer.** If there is a manufacturer's warranty on the vehicle you are buying, we are not a party to it, and it is not a part of this contract. The manufacturer's warranty is between you and the manufacturer. As far as the dealer is concerned, **you understand that the vehicle is sold "as it" with all faults and that we make no warranty of merchantability and no warranty that the vehicle is fit for any particular purpose**, unless we provided you with a written warranty or service contract within 90 days of this contract. If we do so, any implied warranty will last only as long as the limited written warranty. This provision does not affect any warranties which may be provided by the vehicle manufacturer.

**NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY.** Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers warranties delivered to You with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

**USED PRODUCTS – NO WARRANTIES.** All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by us, provided that Products are sold by dealer as "Certified Pre-Owned" are subject to express written terms and conditions of our certified pre-owned program. EXCEPT FOR ANY MANUFACTURER WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

- Manufacturer's Price Revision on New Vehicle.** If you are buying a new vehicle which we do not have in stock at the time you order it and if the manufacturer changes our price of the vehicle model or body type you ordered between the time we signed this contract and the time we delivered the vehicle to you, we have the right to change the price to you. However, if you do not agree to the changed price, you may cancel this contract. If you cancel the contract, we will return your trade-in to you if it has not already been sold so long as you pay for the cost of reasonable repairs and storage fees. If we have sold your trade-in, we will pay you the amount we received for the trade-in less a selling commission of 15% and any expenses which we incurred in reconditioning, repairing, insuring, storing, and selling the vehicle.
- Manufacturer's Change of the Model and body Type of New Vehicle.** If you are buying a new vehicle and if the manufacturer changes (or discontinues) the model, design, chassis, accessories, body type or parts of the vehicle which you ordered, we will have no obligation to make the same or similar change to the vehicle you ordered either before or after we deliver the vehicle to you.
- Buyer's Warranty of Title or Trade-in.** If you traded another vehicle as part of the price of the vehicle purchased, you promise that the trade-in is your property free and clear of any liens or encumbrances except as noted on the front of this contract and that all taxes and registration fees are currently paid. If we are put to any expense with respect to unpaid taxes or registration fees, you will reimburse us for those expenses and our reasonable cost for paying those expenses upon demand. If we find out that you made any misrepresentation about the trade-in, then you will pay us three times our actual damages as a result of the misrepresentation, plus our costs of collection and attorney's fees.
- Amount Due on Trade-in.** The "Trade-In Balance Owed" on the front of this contract was provided by your lienholder. If the balance is incorrect due to the fault of the lienholder, the error will be treated as a mutual mistake of fact. In other words, if you owe more money on your trade-in, you will pay us the difference, or you can rescind the contract by returning the vehicle. If you owe less, we will pay (credit) you.
- Reappraisal of Trade-in.** If you do not deliver the trade-in to us until the purchased vehicle is delivered to you, then we may reappraise the trade-in at the time that you deliver it to us and the new appraisal will determine the allowance to be made on the vehicle purchased. If the reappraisal is lower than the original appraisal, you may cancel this contract provided you do so before you obtain delivery of the purchased vehicle and surrender the trade-in.
- Your Failure or Refusal to Accept Delivery.** If you refuse or fail to accept delivery of the purchased vehicle, we may keep your cash deposit as liquidated damages. If you had a trade-in, we may sell the trade-in and keep any part of the selling price which we need to reimburse us for losses which we incurred because you did not take delivery.
- Failure or Delay of Delivery.** We are not liable for failure to deliver or delay in delivery of the purchased vehicle if the failure or delay is due, in whole or in part, to any cause beyond our control or without our fault or negligence, including delays by the manufacturer. We are not liable to you for any consequential damages, damages to property, damage for loss of use, loss of time, loss of profits, or income or any other incidental damages arising out of the sale or use of the purchased vehicle(s).
- Liability for Taxes.** The price for the Product(s) specified on the front of this Order includes reimbursement to us for federal excise taxes paid but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. You assume and agree to pay, unless prohibited by law any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.
- Risk of Loss; Insurance.** You shall assume all risk of loss relating to the Product(s) at the time you receive possession of the Product(s), or at the time you receive title to the Product(s) if title is conveyed before you receive possession. You shall obtain insurance for the Product(s) that will be in effect at the time you take possession of the Product(s), or at the time you receive title to the Product(s) if title is conveyed before you receive possession. We shall have no responsibility or liability related to the Product(s) after you receive either possession or title to the Product(s).
- Limitation of Damages.** You agree that in the event of any Action brought by you against us, you shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time or any punitive damages.
- Dealer's Remedies.** If you fail to perform all of the terms and conditions of this contract, we may exercise any right or remedy granted by law as well as the other remedies described in this contract.
- Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which we are located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action, or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which dealer is located. You have one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against us.
- Additional Documents.** You agree to sign any other documents which are required to transfer title to the trade-in vehicle or the purchased vehicle, including odometer statements and powers of attorney.
- Attorney's Fees.** If you default on this contract, you will pay us our costs and attorneys' fees and late charges in addition to our damages.
- Fees and Expenses of Actions.** In any Action, whether initiated by us or you, where you have a right, pursuant to statute, common law or otherwise to recover reasonable attorney's fees and costs in the event it prevails, you agree that we shall have the same right to recover reasonable attorney's fees and costs incurred in connection with the Action in the event we prevail.
- All equipment, accessories and tires affixed to the trade-in(s) at the time of appraisal must remain with the trade-in(s) unless specified in the agreement to the contrary.
- This agreement shall not become binding on us unless and until the finance institution has approved all terms of this contract including any time periods, if any.

Mailing Address  
P.O. Box 1804  
Des Moines, IA 50306  
(515) 967-3300

Customer Initials



# PURCHASE ORDER FOR NEW OR USED COMMERCIAL VEHICLES



**OHI-Des Moines**  
3311 Adventureland Dr.  
Altoona, IA 50009  
800-800-6503

**OHI-Cherokee**  
1324 S. 2<sup>nd</sup> St.  
Cherokee, IA 51012  
712-225-2553

**OHI-Carroll**  
21064 - 180<sup>th</sup> St.  
Carroll, IA 51404  
877-875-9907

**OHI-Fort Dodge**  
1515 3<sup>rd</sup> Ave. N.W.  
Fort Dodge, IA 50501  
800-293-6524

*Vehicles To Be Titled As Follows:*

NAME Story County  
CONTACT Darren Moon  
PURCHASERS  
PHONE \_\_\_\_\_  
CELL PHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_  
ADDRESS 837 N Ave  
CITY Nevada  
STATE / ZIP IA/50201  
COUNTY \_\_\_\_\_

The Seller, O'Halloran, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and O'Halloran, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle(s).  
**CAUTION: This agreement consists of two pages. See Reverse Side for additional provisions.**

QTY	YEAR	NEW USED	MAKE	MODEL	MILEAGE	VIN SERIAL NUMBER	BODY TYPE	STOCK NO.	PRICE
1		N	Intl	HV507 6x4		Factory Order	Plow		\$130,774.00
2						Hawkeye Truck Equipment quote #24492			\$156,650.00

Delivery of this equipment to be made at \_\_\_\_\_ on or about \_\_\_\_\_ 20\_\_\_\_

Factory order per Proposal #18093.

**TRADE-INS**

MAKE	
YEAR-MODEL	
ODOMETER READING	
SERIAL NUMBER	
BODY TYPE	
ALLOWANCE	
AMT. OWING (IF ANY)	
NET ALLOWANCE	
OWED TO NAME:	
ADDRESS CITY-STATE	

PRICE DELV'D EQUIPPED	
Processing Fee	
VEHICLE PURCHASE PRICE	\$287,424.00
FEDERAL EXCISE TAX	N/A
Less trade-in allowance	
Trade difference	\$287,424.00
Sales Tax	Customer
License, Title, and Misc. Fees	Customer
TOTAL CASH PRICE	\$287,424.00
Cash down with order	
Cash due on delivery	
UNPAID BAL CASH PRICE	

**DISCLAIMER OF WARRANTY**

IF THERE IS A MANUFACTURER'S WARRANTY ON THE VEHICLE YOU ARE BUYING, THE DEALER IS NOT A PARTY TO IT AND IT IS NOT A PART OF THIS CONTRACT. THE MANUFACTURER'S WARRANTY IS BETWEEN YOU AND THE MANUFACTURER. AS FAR AS THE DEALER IS CONCERNED, YOU UNDERSTAND THAT THE VEHICLE IS SOLD "AS IS" WITH ALL FAULTS AND THAT WE MAKE NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY THAT THE VEHICLE IS FIT FOR ANY PARTICULAR PURPOSE.

**You understand that this agreement (including the terms on the back) is an offer to purchase the vehicle described which will become a binding contract once the dealer has signed it. This document represents the complete agreement between you and the dealer regardless of any other oral, written or prior agreements or representations.**

Iowa law requires us to give you the following notice: **You understand that liability insurance coverage which would protect you under the Iowa Motor Vehicle Financial and Safety Responsibility Act IS NOT INCLUDED in your purchase of this motor vehicle.** By signing this contract, you are certifying that you are at least 18 years old (if there are two buyers, that at least one of you is 18 years old), that you have read this contract, front and back, and agree to its terms, and that you have received a copy of it.

Accepted by O'Halloran \_\_\_\_\_ Date \_\_\_\_\_

 11/7/23  
Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Order Taken By \_\_\_\_\_ Date \_\_\_\_\_

Cosigner's Signature \_\_\_\_\_ Date \_\_\_\_\_

# PURCHASE ORDER FOR NEW OR USED COMMERCIAL VEHICLES

## Contract Terms and Conditions

In this contract the words "we," "us" and "our" refer to the dealer-seller. The words "you" and "your" refer to the buyer and co-buyer, if any.

1. **Cash Sale.** You agree to buy the vehicle described on the front of this document for cash. This is not a credit sale and this document is not a credit document. If you obtain financing to purchase the vehicle, you will be required to sign documents which comply with applicable federal and state laws. If you obtain financing to purchase the vehicle, there will be a fee for filing the lien on the title. This fee may be paid either to the dealer or to the lending institution from which you obtain financing.
2. **Warranty Disclaimer.** If there is a manufacturer's warranty on the vehicle you are buying, we are not a party to it, and it is not a part of this contract. The manufacturer's warranty is between you and the manufacturer. As far as the dealer is concerned, ***you understand that the vehicle is sold "as it" with all faults and that we make no warranty of merchantability and no warranty that the vehicle is fit for any particular purpose***, unless we provided you with a written warranty or service contract within 90 days of this contract. If we do so, any implied warranty will last only as long as the limited written warranty. This provision does not affect any warranties which may be provided by the vehicle manufacturer.

**NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY.** Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers warranties delivered to You with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

**USED PRODUCTS – NO WARRANTIES.** All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by us, provided that Products are sold by dealer as "Certified Pre-Owned" are subject to express written terms and conditions of our certified pre-owned program. EXCEPT FOR ANY MANUFACTURER WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

3. **Manufacturer's Price Revision on New Vehicle.** If you are buying a new vehicle which we do not have in stock at the time you order it and if the manufacturer changes our price of the vehicle model or body type you ordered between the time we signed this contract and the time we delivered the vehicle to you, we have the right to change the price to you. However, if you do not agree to the changed price, you may cancel this contract. If you cancel the contract, we will return your trade-in to you if it has not already been sold so long as you pay for the cost of reasonable repairs and storage fees. If we have sold your trade-in, we will pay you the amount we received for the trade-in less a selling commission of 15% and any expenses which we incurred in reconditioning, repairing, insuring, storing, and selling the vehicle.
4. **Manufacturer's Change of the Model and body Type of New Vehicle.** If you are buying a new vehicle and if the manufacturer changes (or discontinues) the model, design, chassis, accessories, body type or parts of the vehicle which you ordered, we will have no obligation to make the same or similar change to the vehicle you ordered either before or after we deliver the vehicle to you.
5. **Buyer's Warranty of Title or Trade-In.** If you traded another vehicle as part of the price of the vehicle purchased, you promise that the trade-in is your property free and clear of any liens or encumbrances except as noted on the front of this contract and that all taxes and registration fees are currently paid. If we are put to any expense with respect to unpaid taxes or registration fees, you will reimburse us for those expenses and our reasonable cost for paying those expenses upon demand. If we find out that you made any misrepresentation about the trade-in, then you will pay us three times our actual damages as a result of the misrepresentation, plus our costs of collection and attorney's fees.
6. **Amount Due on Trade-In.** The "Trade-In Balance Owed" on the front of this contract was provided by your lienholder. If the balance is incorrect due to the fault of the lienholder, the error will be treated as a mutual mistake of fact. In other words, if you owe more money on your trade-in, you will pay us the difference, or you can rescind the contract by returning the vehicle. If you owe less, we will pay (credit) you.
7. **Reappraisal of Trade-In.** If you do not deliver the trade-in to us until the purchased vehicle is delivered to you, then we may reappraise the trade-in at the time that you deliver it to us and the new appraisal will determine the allowance to be made on the vehicle purchased. If the reappraisal is lower than the original appraisal, you may cancel this contract provided you do so before you obtain delivery of the purchased vehicle and surrender the trade-in.
8. **Your Failure or Refusal to Accept Delivery.** If you refuse or fail to accept delivery of the purchased vehicle, we may keep your cash deposit as liquidated damages. If you had a trade-in, we may sell the trade-in and keep any part of the selling price which we need to reimburse us for losses which we incurred because you did not take delivery.
9. **Failure or Delay of Delivery.** We are not liable for failure to deliver or delay in delivery of the purchased vehicle if the failure or delay is due, in whole or in part, to any cause beyond our control or without our fault or negligence, including delays by the manufacturer. We are not liable to you for any consequential damages, damages to property, damage for loss of use, loss of time, loss of profits, or income or any other incidental damages arising out of the sale or use of the purchased vehicle(s).
10. **Liability for Taxes.** The price for the Product(s) specified on the front of this Order includes reimbursement to us for federal excise taxes paid but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. You assume and agree to pay, unless prohibited by law any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.
11. **Risk of Loss; Insurance.** You shall assume all risk of loss relating to the Product(s) at the time you receive possession of the Product(s), or at the time you receive title to the Product(s) if title is conveyed before you receive possession. You shall obtain insurance for the Product(s) that will be in effect at the time you take possession of the Product(s), or at the time you receive title to the Product(s) if title is conveyed before you receive possession. We shall have no responsibility or liability related to the Product(s) after you receive either possession or title to the Product(s).
12. **Limitation of Damages.** You agree that in the event of any Action brought by you against us, you shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time or any punitive damages.
13. **Dealer's Remedies.** If you fail to perform all of the terms and conditions of this contract, we may exercise any right or remedy granted by law as well as the other remedies described in this contract.
14. **Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which we are located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action, or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which dealer is located. You have one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against us.
15. **Additional Documents.** You agree to sign any other documents which are required to transfer title to the trade-in vehicle or the purchased vehicle, including odometer statements and powers of attorney.
16. **Attorney's Fees.** If you default on this contract, you will pay us our costs and attorneys' fees and late charges in addition to our damages.
17. **Fees and Expenses of Actions.** In any Action, whether initiated by us or you, where you have a right, pursuant to statute, common law or otherwise to recover reasonable attorney's fees and costs in the event it prevails, you agree that we shall have the same right to recover reasonable attorney's fees and costs incurred in connection with the Action in the event we prevail.
18. All equipment, accessories and tires affixed to the trade-in(s) at the time of appraisal must remain with the trade-in(s) unless specified in the agreement to the contrary.
19. This agreement shall not become binding on us unless and until the finance institution has approved all terms of this contract including any time periods, if any.

Mailing Address  
P.O. Box 1804  
Des Moines, IA 50306  
(515) 967-3300

Customer Initials 



**DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER**

Prepared By: Andrea Wagner, Story County Planning and Development, 900 6<sup>th</sup> Street, Nevada, IA 50201 (515) 382-7245

Please return to:  
Planning & Development

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 24-33**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from McClure Engineering, 335 SE Oralabor Road, Ankeny, Iowa, 50021, involving the real estate located at the southwest corner of the intersection of Highway 210 and US Highway 65, identified as portions of the Northeast of the Northeast, the Southeast of the Northeast, and the Northeast of the Southeast of Section 29 of Collins Township and as Parcels 16-29-200-225, 16-29-200-235, 16-29-200-270, and 16-29-400-240 and hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Charles and Kay Struthers, 29885 730<sup>th</sup> Avenue, Collins, Iowa, 50055, Henry Sandve, 17 West Main Street, Marshalltown, Iowa, 50158, and Landus Cooperative, 220 SW 9<sup>th</sup> Street, Des Moines, Iowa, 50309, are the legal titleholders of said real estate, and

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

WHEREAS, the Story County Planning and Zoning Commission recommended approval (vote 7-0) of the Major Subdivision Preliminary Plat on October 4, 2023, with one condition which has been satisfied,

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

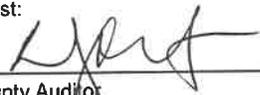
NOW, THEREFORE, BE IT RESOLVED that the Kimberley Farm Subdivision Plat 2 Major Subdivision Preliminary Plat involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved and the real estate hereinafter described on Attachment A and shown on Attachment B shall hereinafter be known as the Kimberley Farm Subdivision Plat 2 Major Subdivision Preliminary Plat.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution 24-33 to be affixed to said Major Subdivision Preliminary Plat upon its approval by the Board of Supervisors.

Dated this 7<sup>th</sup> day of November, 2023.

  
Chairperson, Board of Supervisors

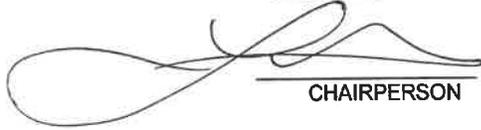
Attest:

  
County Auditor

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

ALLOWED BY VOTE  
OF BOARD

Yea 3 Nay 0 Absent 0



CHAIRPERSON

Above tabulation made by DB

**ATTACHMENT A**

LEGAL DESCRIPTION:

LOT 1, LOT 2, AND LOT 3 OF KIMBERLEY FARM SUBDIVISION, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF STORY COUNTY, IOWA

AND

PARCEL C OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 82 NORTH, RANGE 21 WEST OF THE 5TH P.M., IN STORY COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY FILED IN THE OFFICE OF THE STORY COUNTY RECORDER ON MARCH 28, 2018, AS INSTRUMENT NO. 2018-02409, SLIDE 600, PAGE 3, EXCEPT THAT PART OF SAID PARCEL C AS WAS PREVIOUSLY INCLUDED IN PARCEL B OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 82 NORTH, RANGE 21 WEST OF THE 5TH P.M., IN STORY COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY FILED IN THE OFFICE OF THE STORY COUNTY RECORDER ON AUGUST 2, 2007, AS INSTRUMENT NO. 2007-09050, SLIDE 310, PAGE 5;

AND

PARCEL "B" IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4NE1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP EIGHTY-TWO (82) NORTH, RANGE TWENTY-ONE (21) WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY FILED IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA, ON AUGUST 2, 2007, AND RECORDED ON SLIDE 310, AT PAGE 5, AND AS INSTRUMENT NO. 07-09050.

**ATTACHMENT B**

# PRELIMINARY PLAT KIMBERLEY FARM SUBDIVISION PLAT 2

## ONE CALL UTILITY INFORMATION

DESIGN INFORMATION REQUEST TICKET # 19204881  
 ALLIANT ENERGY  
 CONTACT NAME: ALLIANT ENERGY FIELD ENGINEER  
 CONTACT PHONE: 8009554338  
 CONTACT EMAIL: LOCATE\_IP@ALLIANTENERGY.COM  
 IOWA REGIONAL UTILITY ASSOC  
 CONTACT NAME: NICOLE FERGUSON  
 CONTACT PHONE: 562328228  
 CONTACT EMAIL: LOCATES@IUA.NET  
 GSA TELEPHONE COMPANY  
 CONTACT NAME: LARRY SPRINGER  
 CONTACT PHONE: 6413772202  
 CONTACT EMAIL: SUPPORT@GSA.OTEL.ORG  
 CONSUMERS ENERGY  
 CONTACT NAME: JIM KIDDO  
 CONTACT PHONE: 562328228  
 CONTACT EMAIL: ONECALL@CONSUMERSENERGY.NET  
 IOWA DOT  
 CONTACT NAME: JIM VAN SICKLE  
 CONTACT PHONE: 562328228  
 CONTACT EMAIL: JAMES.VAN.SICKLE@IOWADOT.IA.GOV  
 WINDSTREAM COMMUNICATIONS  
 CONTACT NAME: LOCATE DESK  
 CONTACT PHONE: 8009481800  
 CONTACT EMAIL: LOCATEDESK@WINDSTREAM.COM

## UTILITY WARNING

THE UTILITIES DEPICTED ON THIS DOCUMENT HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SIZE, DEPTH OR LOCATION. THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

## NOTES

PROPERTY OWNER SHALL ACQUIRE A 114 ADDRESS FOR UNHABITED STRUCTURES INCLUDING RESIDENCES AND BUSINESSES. TELECOMMUNICATIONS TOWERS AND FACILITIES, AND FOR ANY PUBLIC ASSEMBLY AREA, SHALL BE ASSIGNED BY STORY COUNTY AT THE REQUEST OF THE PROPERTY OWNER.

## OWNERS

STORY COUNTY  
 COLLINS IA 50255-6061  
 SANDIE HENRY, IDE  
 17 W MAIN ST  
 MARSHALLTOWN IA 50158-4942  
 LANDIS COOPERATIVE  
 220 SW 9TH STREET  
 DES MOINES IA 50309

## ENGINEER/SURVEYOR

MCCLURE ENGINEERING  
 338 SE ORLANDER ROAD  
 DES MOINES IA 50309  
 PSH@MCCLUREENGINEERING.COM  
 ATTN: PATRICK SHELQUIST

## FLOOD INFORMATION

PANEL NUMBER: 1618C0346F & 1618C0346F  
 EFFECTIVE DATE: 11/5/2021 & 11/5/2021  
 ZONE: ZONE A, ZONE X, ZONE X (NO SCREEN)

## DISTRICTS

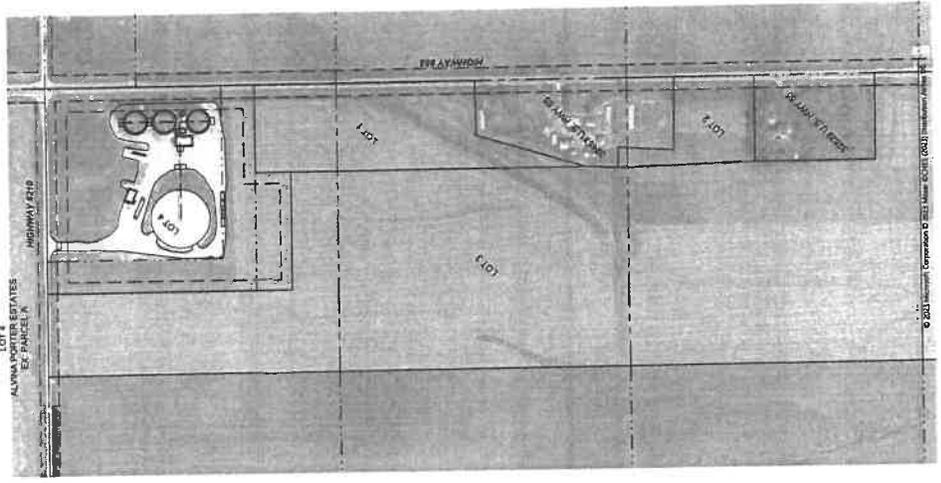
ZONING: A-1/A-2 (AGRICULTURAL)  
 SCHOOL DISTRICT: STORY COUNTY  
 FIRE: COLLINS  
 WATERBODIES: WOLF CREEK

## UTILITY DISTRICTS

INTERSTATE POWER AND LIGHT  
 IOWA REGIONAL UTILITY ASSOCIATION

## LEGAL DESCRIPTION

LOT 1, LOT 2, AND LOT 3 OF KIMBERLEY FARM SUBDIVISION, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF STORY COUNTY, IOWA  
 AND  
 PARCEL C OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 82 NORTH, RANGE 21 WEST OF THE 5TH P.M., IN THE OFFICE OF THE STORY COUNTY RECORDER ON MARCH 28, 2018, AS INSTRUMENT NO. 2018-0409, SLIDE 800, PAGE 3, EXCEPT THAT PART OF SAID PARCEL C AS WAS PREVIOUSLY INCLUDED IN PARCEL C OF SECTION 29, TOWNSHIP 82 NORTH, RANGE 21 WEST OF THE 5TH P.M., IN STORY COUNTY, IOWA, AS SHOWN ON THE PLAT OF SAID PARCEL C AS WAS PREVIOUSLY RECORDED ON AUGUST 2, 2007, AS INSTRUMENT NO. 2007-0850, SLIDE 310, PAGE 8,  
 AND  
 PARCEL 'B' IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-NINE (29) NORTH, RANGE 21 WEST OF THE 5TH P.M., IN STORY COUNTY, IOWA, AS SHOWN ON THE PLAT OF SAID PARCEL C AS WAS PREVIOUSLY RECORDED ON AUGUST 2, 2007, AS INSTRUMENT NO. 2007-0850, SLIDE 310, AT PAGE 8,  
 AND AS INSTRUMENT NO. 07-62920.



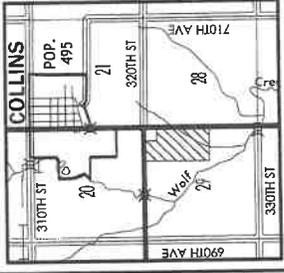
NORTH  
 0 10 20 30  
 METERS  
 0 10 20 30  
 FEET

PRELIMINARY PLAT  
 KIMBERLEY FARM SUBDIVISION PLAT 2  
 COLLINS, IOWA  
 PREPARED BY  
 MCCLURE ENGINEERING  
 338 SE ORLANDER ROAD  
 DES MOINES, IOWA 50309  
 DATE: 07/04

LAND SURVEYOR  
 PATRICK SHELQUIST  
 STATE OF IOWA  
 LICENSE NO. 10477

HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.  
 I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.  
 DATE OF SIGNATURE: 7/18/2023  
 DATE OF SIGNATURE: 7/18/2023  
 PAGES OR SHEETS COVERED BY THIS PLAT: EQUINE SUBJECT  
 DATE SURVEYED: 07/2023

**IOWA ONE CALL**  
 1-800-292-8989  
 www.iowacall.com



VICINITY MAP  
 (NOT TO SCALE)

# EXISTING SURVEY LEGEND

<b>LINEWORK</b>	—	SANITARY SEWER	—	UNDERGROUND CABLE
	—	SANITARY SEWER FORCE MAIN	—	OVERHEAD CABLE
	—	STORM SEWER	—	GAS
	—	WATER	—	TRAFFIC
	—	UNDERGROUND ELECTRIC	—	INTERMEDIATE CONTOUR
	—	OVERHEAD ELECTRIC	—	INDEX CONTOUR
	—	UNDERGROUND COMMUNICATIONS	—	PROPERTY LINE
	—	OVERHEAD COMMUNICATIONS	—	RIGHT OF WAY
	—	UNDERGROUND TELEPHONE	—	SECTION LINE
	—	OVERHEAD TELEPHONE	—	EASEMENT
	—	UNDERGROUND FIBER OPTIC	—	FIELD FENCE
	—	OVERHEAD FIBER OPTIC	—	ROAD CENTRELINE

<b>MONUMENTS</b>	
✂	CUT X FOUND
✂	CUT X SET
●	MONUMENT FOUND (FIRST TYPE)
■	MONUMENT FOUND (SECOND TYPE)
○	MONUMENT SET (FIRST TYPE)
□	MONUMENT SET (SECOND TYPE)
▲	SECTION CORNER FOUND
△	SECTION CORNER SET

**UTILITY QUALITY LEVELS:**

UTILITY QUALITY LEVELS ARE BASED ON THE CHANCE 3042 STANDARD.

**UTILITY QUALITY LEVEL A:** VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED AND SURVEYED UTILITIES AND SUBSEQUENT MEASUREMENT OF SURFACE UTILITIES.

**UTILITY QUALITY LEVEL B:** INFORMATION OBTAINED THROUGH THE APPLICATION OF SURFACE SURFACE RESONANCE AND/OR OTHER METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SURFACE UTILITIES.

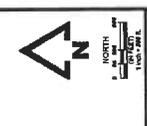
**UTILITY QUALITY LEVEL C:** INFORMATION OBTAINED BY SURVEYING AND/OR OBTAINING VISIBLE ABOVE-GROUND UTILITY FEATURES AND INFORMATION FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.

**UTILITY QUALITY LEVEL D:** INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS. ADDITIONALLY IN THE CASE OF MULTIPLE OWNERS OF THE SAME UTILITY TYPE SAID UTILITIES WILL BE IDENTIFIED WITH AN OWNER NUMBER (1, 2, 3, ETC) AND REFERENCED IN THE IOWA ONE CALL UTILITY INFORMATION SECTION.

**EXAMPLES:** —(1)(B)— UNDERGROUND COMMUNICATIONS-OWNER 1  
—(2)(C)— UNDERGROUND COMMUNICATIONS-OWNER 2

**ABBREVIATIONS**

BM	BENCHMARK	CI	CAST IRON PIPE
CP	CONTROL POINT	DI	DUCTILE IRON PIPE
ASW	ASPHALT	HDPE	HIGH DENSITY POLYETHYLENE PIPE
CON	CONCRETE	VCP	VITRIFIED CLAY PIPE
TY	TYPICAL	PCP	PREFORMED CONCRETE PIPE
FC	FOUND	REN	REINFORCED CONCRETE PIPE
PIE	PUBLIC UTILITY EASEMENT	UNK	UNKNOWN
		PF	FINISHED FLOOR



McCLURE  
SURVEYING & CONSULTING  
1100 1<sup>st</sup> ST. N.E.  
DES MOINES, IA 50319  
515.281.1100

PROJECT NUMBER: 15-001  
DRAWING NUMBER: 15-001-01  
DATE: 02/04

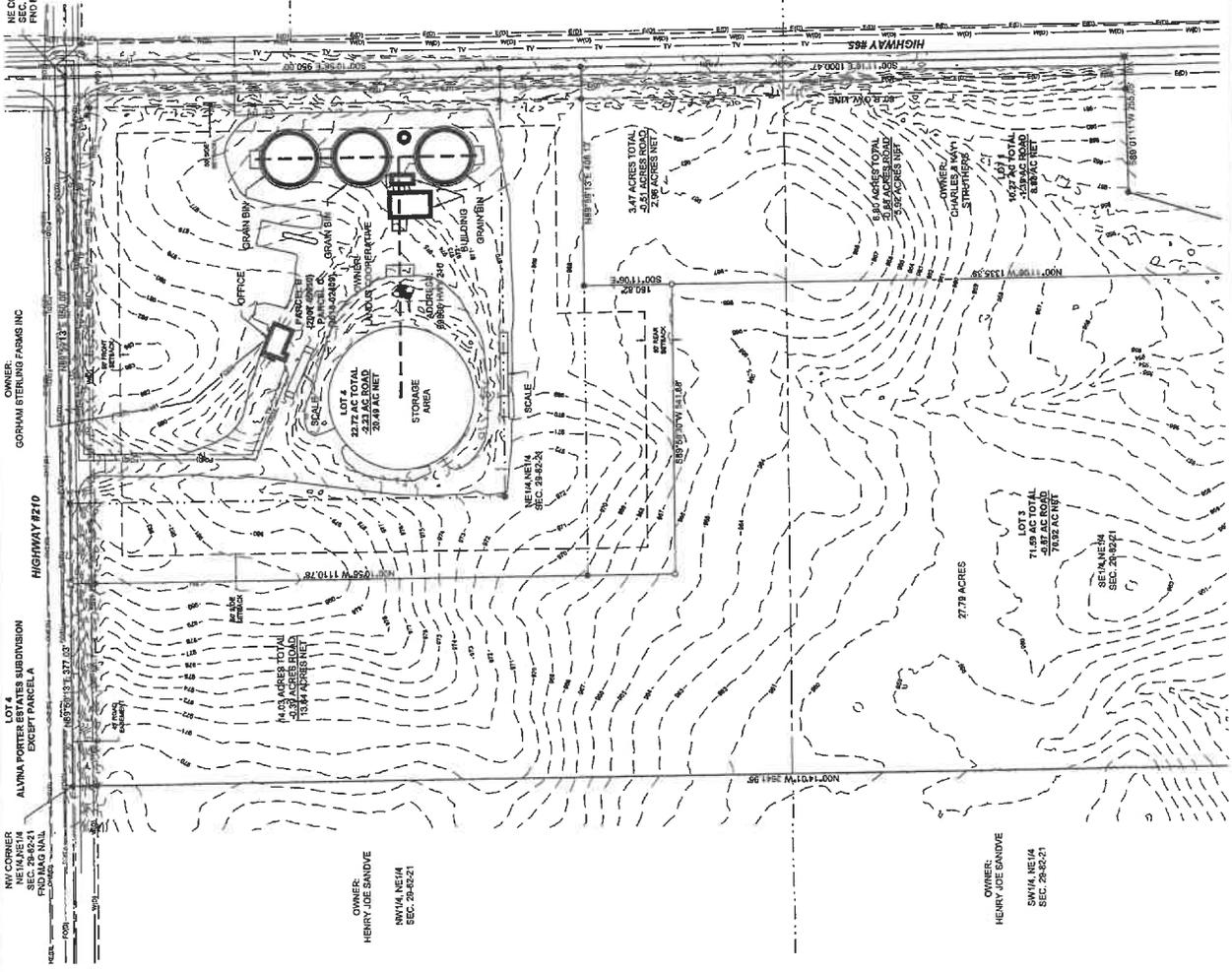
NE CORNER  
SEC. 28-82-21  
FRD MAG HALL

OWNER:  
GOSHAM STERLING FARMS INC

LOT 4  
ALVINA PORTER EVERTS SUBDIVISION  
EXCEPT PARCELS A

NW CORNER  
NE 1/4 NE 1/4  
SEC. 28-82-21  
FRD MAG HALL

HIGHWAY #210



OWNER:  
HENRY JOE SANDOVE  
NW 1/4 NE 1/4  
SEC. 28-82-21

OWNER:  
HENRY JOE SANDOVE  
SW 1/4 NE 1/4  
SEC. 28-82-21



**M-CLOURE**  
 Surveying & Engineering  
 10000 130th Street  
 Omaha, NE 68148  
 (402) 426-1100  
 www.m-cloure.com

PROJECT: NEHAMA SEC. 28-82-21  
 SHEET: 1 OF 1  
 DATE: 10/15/2013



# Staff Report

## Board of Supervisors

Date of Meeting:  
November 7, 2023

**Case Number SUB23-000005**

Major Subdivision, Preliminary Plat  
Kimberley Farm Subdivision Plat 2

**APPLICANT:**

Patrick Shelquist  
McClure Engineering  
335 SE Oralabor Road  
Ankeny, IA 50021

**STAFF PROJECT MANAGER:**

Andrea Wagner, Planner

**SUMMARY:**

A major subdivision preliminary plat has been submitted for Lots 1-3 of the original Kimberley Farm Agricultural Subdivision, as well as Parcel C in the NE of the NE in Section 29 of Collins Township in order to enlarge what is currently Parcel C. Landus Cooperative owns Parcel C and has a purchase agreement in place to acquire two acres adjacent to its current southern boundary. Because their acquisition of the two acres further divides an Agricultural Subdivision, the major subdivision process is required for the acquisition to occur. No development is proposed outside of enlarged Parcel C, which will become Lot 4 of Kimberley Farm Subdivision Plat 2. Landus Cooperative currently operates a grain elevator on Parcel C, and they have been issued a zoning permit to begin constructing the foundations for what will become an anhydrous ammonia facility, which is a principal permitted use in the A-2 zoning district. The Planning and Zoning Commission recommended approval of the preliminary plat of the Kimberley Farm Subdivision Plat 2, with one condition.





**Property Owners**

Struthers, Charles & Kay, 29885 730<sup>th</sup> Avenue, Collins

Sandve, Henry Joe, 17 West Main Street, Marshalltown

Landus Cooperative, 220 SW 9<sup>th</sup> Street, Des Moines

**Parcel Identification Number(s)**

16-29-200-235

16-29-200-225

16-29-200-270

16-29-400-240

**Size of Area**

108.43 gross acres

**Location of Subdivision**

Collins Township (Section 29, Township 82, Range 21) NE NE, SE NE, NE SE

**Districts**

A-1 Agricultural District and A-2 Agribusiness District

Collins-Maxwell School District

Collins Fire

Story County Ambulance

Wolf Creek Watershed

Interstate Power and Light

Iowa Regional Utility Association

**Current and Future Land Use**

The subject properties fall under A-1, Agricultural and A-2, Agribusiness zoning. All three lots platted under the Kimberley Farm Agricultural Subdivision in 2022 are zoned A-1, while Parcel C is currently zoned as A-2.

No new/additional development lots are being created through the proposed subdivision. Landus Cooperative, the owner of Parcel C, is acquiring two additional acres of land in order to site a gravel turnaround to the south of their future anhydrous ammonia facility. This acquisition of ground increases the size of their existing development lot.

What is now Parcel C will become Lot 4 of Kimberley Farm Subdivision Plat 2, and it will include the two acres that Landus Cooperative is acquiring. Lot 4 will then be split-zoned between the A-1 and A-2 zoning districts.



All lots in the proposed major subdivision will still be subject to land development regulations set forth for each applicable zoning district, and further divisions of the lots will require new subdivision plats. The owners of the lots could, however, request parcel line adjustments to shift property lines/boundary lines *between* the lots created through the proposed subdivision, provided that the number of total lots in the subdivision does not increase. The County does not consider these shifts in property lines to be further divisions.

### **Current Surrounding Land Use**

Adjacent properties include:

#### **North**

A 125.49 net-acre parcel in the A-1 Agricultural zoning district owned by Gorham Sterling Farms Inc. The property is in agricultural production.

#### **East**

A 5.92 net-acre parcel in the A-1 Agricultural zoning district owned by Donald S. and Lisa M. Moody. This parcel contains a dwelling and livestock production.

A 32.05 net-acre parcel and a 38.2 net-acre parcel in the A-1 Agricultural zoning district owned by Jacobson Acres Ltd. The parcels are in row-crop production.

A 38.2 net-acre parcel in the A-1 Agricultural zoning district owned by Charles E. Fish, John Fish, and Sandra Fish. The parcel is in row-crop production.

#### **South**

A 37.14 net-acre parcel owned by Henry Joe Sandve in the A-1 Agricultural zoning district and in agricultural production.

#### **West**

Three parcels totaling 118.64 net-acres owned by Henry Joe Sandve in the A-1 Agricultural zoning district and in row-crop production.

There is a total of 27 parcels located within a quarter mile of the subject properties. Of the 27 parcels, six contain single-family dwellings. Fifteen (15) of the parcels meet or exceed the minimum 35 net-acre requirement to construct a single-family dwelling in the A-1 Agricultural Zoning District.

### **Review Process**

Because the proposal is for a major subdivision, the County follows a two-part review process. First, the preliminary plat for the subdivision is brought forward for the Planning and Zoning Commission to make a recommendation on, and then the preliminary plat is voted on by the Board of Supervisors. Once the preliminary plat is approved, the applicant submits a final plat



to be voted on by the Board of Supervisors. The applicant has one year from the approval of the preliminary plat to submit the final plat.

The major subdivision preliminary plat was also routed to Collins since the subdivision is within two miles of city limits. The City approved the subdivision during their October 12<sup>th</sup> City Council meeting.

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

#### **87.09 MAJOR SUBDIVISION PLAT**

*An application for a Major Preliminary Subdivision Plat shall be submitted to the Planning and Development Department. Subdivisions that cannot be submitted as Agricultural or Minor Subdivision Plats shall be considered Major Subdivision Plats and are subject to preliminary and final platting requirements outlined in Section 87.09.*

The subdivision could not be submitted as an Agricultural Subdivision since Landus Cooperative's property is considered a development lot, and it also could not be submitted as a Minor Subdivision because the Agricultural Subdivision plat had been approved after December 31, 2003.

Chapter 87.09 of the code requires items to be shown on the face of the preliminary plat such as any easements and setbacks, as well as number of acres in each aliquot part, mapped floodplain, and names and widths of roads. Written statements from utility providers and the applicable fire chief acknowledging the subdivision are also required.

The Collins fire chief has acknowledged, in writing, receipt of the preliminary plat and had no concerns.

Alliant Energy/Interstate Power and Light has confirmed they can service the lots and that they have transmission lines along US Hwy. 65. Iowa Regional Utility Association currently services proposed Lot 4 (where Landus Cooperative is located) with a rural water line and noted the following regarding any future development on the remainder of the subdivision:

*[IRUA] currently service[s] Lot 4 and have water mains adjacent to the remaining lots. [IRUA] could service the remaining lots, assuming normal residential use. Depending on the demand on the adjacent mains at the time of development, it is possible that some minor retrofitting may be needed. If any lots will be developed for commercial, heavy ag, etc; it would likely take significant system improvements, so the developer should contact [IRUA] as soon as possible.*

Staff concludes that all applicable regulations of 87.09 have been met. At the time of the Planning and Zoning Commission meeting on October 4<sup>th</sup>, 2023, Landus Cooperative had not yet provided written confirmation from utility providers regarding their ability to service the lots in the future. The Commission placed one condition on their recommendation for approval that written confirmation be received prior to the preliminary plat moving forward to the Board of Supervisors. That condition has been satisfied.



### **Commentary**

The following comments are part of the official record of the proposed Major Subdivision Preliminary Plat – **Kimberley Farm Subdivision Plat 2, Case No. SUB23-000005**. If necessary, conditions of approval may be formulated based on these comments.

### **Comments from the Interagency Review Team**

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

#### **Story County Auditor**

The legal description includes Parcel C except Parcel B and Parcel B. This is unnecessary as Parcel C includes Parcel B but it is not a problem if the surveyor wants to leave it as it is.

#### **Story County Planning and Development**

All Planning and Development comments have been addressed by the submittal.

#### **Story County Engineer**

No comments.

#### **Story County Environmental Health**

No comments.

#### **Story County Assessor**

No comments.

#### **Story County Conservation**

No comments.

### **Comments from the General Public**

On October 30<sup>th</sup>, 2023, notification letters were mailed to property owners within a ¼ mile of the subject properties regarding the public meeting with the Board of Supervisors.

One property owner called the Planning and Development office and stated they are concerned by the planned anhydrous ammonia facility at this location rather than about the subdivision itself. Staff explained that the zoning permit for the anhydrous facility has already been issued, as anhydrous storage is a principal permitted use in the A-2 zoning district. The citizen asked if our ordinance puts a limit on how many anhydrous tanks can be located on a property, and staff told them it does not.



### **Comments from Cities within Two Miles**

We routed the City of Collins the subdivision's preliminary plat, and their City Council acted on the request during their October 12<sup>th</sup> meeting. The City approved the preliminary plat, and a copy of the resolution has been posted to the agenda center.

### **Analysis**

Points to consider in evaluating the applicant's request to divide property through the Major Subdivision Plat process to replat three lots in the Kimberley Farm Agricultural Subdivision and add an additional lot to be used by Landus Cooperative:

1. All property owners involved in the platting process have indicated they agree to the plat. Their formal, written consent is not required until we receive the final plat.
2. No new/additional development lots are being created. Landus Cooperative is increasing the size of their existing development lot.
3. Requirements for a Major Subdivision Plat in Section 87.09 of the Story County Land Development Regulations are met.
4. Any additional divisions of the lots within the subdivision will require another subdivision plat to be reviewed by the Planning and Zoning Commission and Board of Supervisors.

### **Alternatives**

The Planning and Zoning Commission recommended approval of the Kimberley Farm Subdivision Plat 2, with the condition that the applicant provide confirmation of utility providers' ability to serve the subdivision in the future prior to the preliminary plat being reviewed by the Board of Supervisors. That condition has been satisfied.

1. **The Story County Board of Supervisors approves Resolution #24-33, the major subdivision preliminary plat of Kimberley Farm Subdivision Plat 2 as submitted.**
2. The Story County Board of Supervisors denies of Resolution #24-33, the major subdivision preliminary plat of Kimberley Farm Subdivision Plat 2 as submitted.
3. The Story County Board of Supervisors tables the decision on Resolution #24-33, the major subdivision preliminary plat of Kimberley Farm Subdivision Plat 2, and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the preliminary plat on a future agenda.

**RESOLUTION 2023-23**

**“Kimberley Farm Subdivision Plat 2 in the E1/2, NE1/4 & NE1/4, SE1/4, SEC. 29-82-21, Story County, Iowa”**

WHEREAS, a major subdivision preliminary plat for the property belonging to Henry Joe Sandve, Charles & Kay Struthers, and Landus Cooperative, and located at E1/2, NE1/4 & NE1/4, SE1/4, SEC. 29-82-21; and

WHEREAS, this preliminary plat lies within the 2-mile perimeter of the city of Collins therefore it must be approved or waived by the City before it can be finalized with Story County; and

WHEREAS, this preliminary plat was received by the City on October 1<sup>st</sup>, 2023 for its review; and

NOW THEREFORE BE IT HEREBY RESOLVED, that the preliminary plat for Kimberley Farm Subdivision Plat 2 has been submitted to the Collins City Council and is approved.

Upon a motion by Kennedy, with a second by Welch, this resolution shall be effective with an affirmative roll call vote as recorded below and the Mayor's signature:

Ayes: Howell, Welch, Kennedy, Pasquariello

Nays: 0

Absent: Coree

Passed and approved this 12<sup>th</sup> day of October, 2023.

  
\_\_\_\_\_  
Mayor Brett Comegys

Attest:   
\_\_\_\_\_  
City Clerk Katie Baldwin