

The Board of Supervisors met on 11/21/23 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 6<sup>th</sup> Street, Nevada, Iowa)

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

**PROCLAMATION RECOGNIZING 11/25/23 AS SMALL BUSINESS DAY:** The Board members read the proclamation in full. Heddens moved, Murken seconded the approval of the Proclamation Recognizing 11/25/23 as Small Business Day. Roll call vote. (MCU)

**ENVIRONMENTAL HEALTH QUARTERLY REPORT:** Director Kimberly Grandinetti highlighted from the submitted report including tanning programs, a ride-along with Department of Natural Resources (DNR), septic system grants, and staffing.

**MINUTES:** 11/14/23 Minutes and 11/14/23 Canvass Minutes – Murken moved, Heddens seconded approving the 11/14/23 Minutes and the 11/14/23 Canvass Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 12/6/23, in a) Sheriff's Office for Izabell Voelker @ \$1,966.36/bw. Heddens moved, Murken seconded approving these Personnel Actions as listed. Roll call vote. (MCU)

**CLAIMS:** 11/22/23 Claims of \$1,098,718.46 (run date 11/17/23, 38 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 (\$9,102.61), BooSt SR (\$24,985.23), BooSt EC (\$4,107.17), Emergency Management (\$387.81), E911 (\$15,262.00), County Assessor (\$2,278.12), City Assessor (\$40,251.94), Central Iowa Community Services (\$296,175.23). Murken moved, Heddens seconded approving claims as presented. Roll call vote. (MCU)

Heddens moved, Murken seconded the approval of Consent Agenda as listed.

1. Setting Bid Opening for 11/28/23 at 10:00 a.m. in the Board Room at the Story County Administration Building for Bridge Replacement Project on 535<sup>th</sup> Avenue over Ballard Creek in Section 15 of Township 82N-24W (Palestine Township) (L-P15E--73-85)
2. Easement with Interstate Power and Light Company for utility installation on the Praeri Rail Trail
3. Modifications to the Façade Improvement Grant Program
4. Renewal License Fees between Story County and Solutions, Inc. for Evault Backup Services, effective 11/1/23-10/31/24, for \$1,800.00
5. Stagecoach Stables Commercial Site Plan for a retaining wall
6. Renewal of Contract between HHS and Stericycle for shredding services, effective 12/1/23-11/30/24
7. Final Design Plans for HMA Resurfacing on 650<sup>th</sup> Avenue from approximately 0.1 mile north of US Highway 30 to 190<sup>th</sup> Street and on 190<sup>th</sup> Street from 650<sup>th</sup> Avenue to 660<sup>th</sup> Avenue (STP-S-C0858 (178) --5E85)
8. Service Agreement between Story County and Mercy Clinics, Inc. for health screenings for employees for \$80.00 per participant
9. FY25-29 Capital Improvements Plan (CIP) Process and Timeframe
10. Resolution #24-39, Appointing the Story County Planning and Development Director or Designee as the Community Rating System (CRS) Coordinator, effective 11/21/23
11. The 28E Agreement between the Iowa Department of Revenue and Story County for Tobacco, Alternative Nicotine and Vapor Product Enforcement. effective until 6/30/24
12. Utility Permits: #24-7323, #24-7327

Roll call vote. (MCU)

**MODIFICATIONS TO THE CONTINUITY OF OPERATIONS PROGRAM/CONTINUITY OF GOVERNMENT**

**(COOP/COG):** Leanne Harter, Planning and Development Director, reported on the modifications are based on feedback from the after-action review undertaken following the activation of the COOP/COG in 2020-21. She went over changes in process and asked for questions. Discussion took place. Harter reviewed changes and next steps. Additional discussion took place. Heddens moved, Murken seconded approving Modifications to the COOP/COG. Roll call vote. (MCU)

**SHERIFF'S OFFICE FY24 PURCHASE OF SIX 2024 FORD F150 RESPONDERS FOR PATROL VEHICLES FOR \$297,912.00:** Captain Nick Lennie reported the order completes the budgeted vehicle purchase for FY24; due to price increases since the budget was approved, the six vehicles exceed the line item by approximately \$11,000.00. Murken moved, Heddens seconded approving the Sheriff's Office Purchase of Six 2024 Ford F150 Responders for \$297,912.00. Roll call vote. (MCU)

**UPCOMING AGENDA ITEMS:** Heddens reported the Salvation Army request will be considered next week. Faisal reported on an upcoming Story County College Network sponsorship. Murken reported on the broadband match.

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

Heddens moved, Murken seconded to adjourn at 10:39 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Tentative Agenda  
Administration Building, 900 6th St., Nevada, IA  
11/21/23

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:

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[HTTPS://US02WEB.ZOOM.US/J/83219534107?](https://us02web.zoom.us/j/83219534107?pwd=D3LWULZZMFV5S00RRJAXWGTFZDZWDZ09)

[PWD=D3LWULZZMFV5S00RRJAXWGTFZDZWDZ09](https://us02web.zoom.us/j/83219534107?pwd=D3LWULZZMFV5S00RRJAXWGTFZDZWDZ09)

Passcode: 740703

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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. Consideration Of Proclamation Recognizing November 25, 2023 As Small Business Day

Department Submitting Board of Supervisors

Documents:

SMALL BUSINESS DAY.PDF

7. AGENCY REPORTS:

- I. Environmental Health Quarterly Report - Kimberly Grandinetti

Department Submitting Auditor

Documents:

8. CONSIDERATION OF MINUTES:

I. 11/14/23 Minutes & 11/14/23 Canvass Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 12/6/23, in a) Sheriff's Office for Izabell Voelker @  
\$1,966.36/bw

Department Submitting HR

10. CONSIDERATION OF CLAIMS:

I. 11/22/23 Claims

Department Submitting Auditor

Documents:

CLAIMS 112223.PDF

11. CONSENT AGENDA:

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

I. Consideration For Setting Bid Opening For November 28, 2023, At 10:00 AM In The Board Room At The Story County Administration Building For Bridge Replacement Project On 535th Ave.; Over Ballard Creek In Section 15-82-24(L-P15E-73-85)

Department Submitting Engineer

II. Consideration Of Easement With Interstate Power And Light Company For Utility Installation On The Praeri Rail Trail

Department Submitting Conservation

Documents:

ALLIANT PRT EASEMENT.PDF

III. Consideration Of Modifications To The Façade Improvement Grant Program

Department Submitting Board of Supervisors

Documents:

STORYCOUNTYFACGRANT PROGRAMOCT2023.PDF

IV. Consideration Of Renewal License Fees Between Story County And Solutions, Inc. For Evault Backup Services Effective 11/01/23 - 10/31/24 For \$1,800.00

Department Submitting Information Technology

Documents:

SOLUTIONS EVAULT.PDF

V. Consideration Of Stagecoach Stables Commercial Site Plan For A Retaining Wall

Department Submitting Planning & Development

Documents:

STAFF MEMO.PDF  
SITE PLAN.PDF  
WALL SPECIFICATIONS.PDF  
PERMIT APPLICATION.PDF

VI. Consideration Of Renewal Of Contract Between HHS And Stericycle For Shredding Services 12/1/23-11/30/24

Department Submitting Auditor

Documents:

STERICYCLE.PDF

VII. Consideration Of Final Design Plans For HMA Resurfacing On 650th Ave., From Approx. 0.1 Mi North Of Hwy 30 To 190th St. And On 190th St., From 650th Ave. To 660th Ave(STP-S-C0858(178)-5E85)

Department Submitting Engineer

Documents:

HMA 650TH 190TH.PDF

VIII. Consideration Of Service Agreement Between Story County And Mercy Clinics, Inc. For Health Screenings For Employees For \$80 Per Participant

Department Submitting Human Resources

Documents:

MERCYONE.PDF

IX. Consideration Of FY2025-2029 Capital Improvements Plan Process And Timeframe

Department Submitting Board of Supervisors

Documents:

CIP FORMS AND TIMELINE.PDF

- X. Consideration Of Resolution #24-39 Appointing The Story County Planning And Development Director Or Designee As The Community Rating System (CRS) Coordinator Effective November 21, 2023

Department Submitting Board of Supervisors

Documents:

RES CRS COORDINATOR NOV 23.PDF

- XI. Consideration Of The 28E Agreement Between The Iowa Department Of Revenue And Story County For Tobacco, Alternative Nicotine And Vapor Product Enforcement Effective Until 6/30/2024

Department Submitting Sheriff

Documents:

TOBACCO GRANT.PDF

- XII. Consideration Of Utility Permit(S): #24-7323, #24-7327

Department Submitting Engineer

Documents:

UT 24 7323.PDF

UT 24 7327.PDF

12. PUBLIC HEARING ITEMS:

13. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of The Sheriff's Office To Purchase Patrol Vehicles For FY24, Six 2024 Ford F150 Responders For \$297,912 - Sgt. Leanna Ellis

Department Submitting Sheriff

Documents:

BIDS.PDF

- II. Discussion And Consideration Of Modifications To The COOP/COG - Leanne Harter

Department Submitting Board of Supervisors

Documents:

COOPCOG CHANGESREDACTED.PDF

14. DEPARTMENTAL REPORTS:

15. OTHER REPORTS:

16. UPCOMING AGENDA ITEMS:

17. PUBLIC COMMENT #2:

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

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

19. ADJOURNMENT:

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

Story County Board of Supervisors  
Agenda  
11/21/23

NAME

AGENCY

Greg Pikkapp  
Suzanne K  
Kimberly Grandner  
Nick Lennil  
Leann Ellis

Ames Chamber  
BOS  
EIT  
SCSO

# PROCLAMATION

## *Small Business Day*

**November 25, 2023**

**WHEREAS**, America's strongest economic growth in almost 40 years has been driven by the resilience of our small businesses who, despite a world-wide pandemic, continue to pioneer innovative solutions to our country's greatest challenges and create opportunities for families and workers; and

**WHEREAS**, from the storefront shops that anchor Main Street to the high-tech startups that keep America on the cutting edge to the small manufacturers driving our competitiveness on the global stage, small businesses are the backbone of our economy and the cornerstones of our nation's promise; and

**WHEREAS**, when we support small business, jobs are created, and local communities preserve their unique culture; and

**WHEREAS**, because this country's 32.5 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs; and

**WHEREAS**, Story County supports and joins in this national effort to help America's small businesses do what they do best – grow their business, create jobs, and ensure that our local communities remain as vibrant tomorrow as they are today.

**NOW, THEREFORE, BE IT RESOLVED THAT**, We, the Story County Board of Supervisors, do hereby proclaim November 25, 2023 as Small Business Day in Story County and encourage all citizens to support local business growth and retention.

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE





Environmental Health Department  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Phone 515-382-7240  
[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

## Report to the Story County Board of Supervisors November 21, 2023

### Aquatic Program

#### FY 23 Wrap up:

- All operational indoor and outdoor pools were inspected (52 Story / 9 Boone facilities) – 3 on the contract did not open (2 Story / 1 Boone)
  - We still have a few outstanding invoices and some open Corrective Actions Plans
- 3 incidents in Story were reported this fiscal year (zero for Boone)
- 6 facilities were closed in Story (zero in Boone)
- Total of 205 violations were cited. Top violations were: Missing skimmer weirs, Operational records, Low disinfectant levels

FY 24 – Routine inspections will begin after the first of the year

### Complaints & NOV

- 2 nuisance complaints received since last update
  - Mobile Home park near Colo (lagoon and nuisance) and another lagoon system near Ames not being maintained.

### Indoor Air Quality

- Staff has begun planning for upcoming activities and promotions related to Radon Awareness Month in January

### Onsite Program

- Permit Info (2023):
  - 64 New & 12 Alteration applications
  - 58 TOT inspections reviews
  - 13 tanks pumped for regular maintenance – plus 41 pumped due to TOT
- We have been evaluating our maintenance contract process and are making some changes to try and get contracts that have expired renewed sooner.
- On Nov 7<sup>th</sup> DNR did a ride-a-long with us to audit how we conduct our pumper truck and land application site inspections. It was a positive experience.
- ARPA grant – Out of 12 applications submitted – 8 have been installed, 3 are pending installation, and 1 is still awaiting approval from IFA
- SCHAT septic grant – 1 had one approved and installed, 1 new application just came in.

## Tanning Program

FY 24:

- Inspections are almost complete
  - We had to issue 4 notices about not being registered with the state as required, 1 is closing, 2 registered already and the last one is supposed to be registering today.
  - Mostly saw minor violations, but 1 facility had a bed that needed taken out of service and another tanning operations needed to cease as there was not a trained operator available.

## Tattoo Program

FY 23 Wrap Up:

- Facility inspections are all done (7 Story / 3 Boone) – compliance issues all complete
- In Story we had 1 Closure and 2 unpermitted operations
- Another complaint of illegal operations
- We also assisted DHHS again this year to inspect the annual Middle of the Map Tattoo Convention April 13-15.

## Well Program

▪ FY 24:

- 8 well permits issued (5 water supply, 3 geothermal, 0 test wells)
- 177 water samples (59 bacteria, 53 nitrate, 29 arsenic, 29 manganese, 7 Fluoride)
- 5 wells plugged / 1 well rehab
- 8 Chlorinated / 2 Assessment

## Joint Department Reviews

FY 24:

- 20 Plat & Survey Reviews
- 105 Reviews completed through Citizenserve:
  - 28 Interagency Reviews
  - 13 Plan Reviews
  - 60 Septic & Well Reviews
  - 4 Demolition Permits Reviewed

## Department & Staff

- Since the last update we had 2 supervisors go on ride-a-longs with our department. Heddens went Aug 16 and Faisal went Nov 6.
- We filled our admin position and she started September 13<sup>th</sup> – we are now fully staffed.
- Staff continues to be involved with numerous committees inside and outside our organization. Matt sits on Safety and Green team, Laura is chair the SC DEIB committee and involved on the membership and marketing IEHA committee.
- Kimberly & Laura attended the NEHA regional conference in North Dakota. Laura received a partial scholarship to attend as this conference had a lot of sessions that will assist her in taking the REHS this coming year.

## Miscellaneous & Upcoming

- Meeting scheduled for Dec 12<sup>th</sup> with Dr. Kruse to discuss HHS realignment as it specifically relates to Environmental Health departments and programs.
- In January the annual Septic conference is in Cedar Rapids

Submitted by Kimberly Grandinetti on November 15, 2023



Memorandum

To: Story County Board of Supervisors  
From: Michael D. Cox, Director  
Date: November 21, 2023  
Re: Consideration of Easement with Interstate Power and Light Company for Utility installation on the Praeri Rail Trail.

The attached easement authorizes the permittee to install and maintain underground electrical transmission lines along the southern side of county property west of McCallsburg. These lines are required for a new substation on the north side of 130<sup>th</sup> Street. Staff have coordinated the project with utility staff. The line will be placed as close to the southern lot line of the county parcel as possible.

The Story County Conservation Board recommends your approval.

  
Approval

Disapproval

Date

11/21/23

Date

Prepared by: Lucy Ostlund – Ulteig Engineers – 1455 Sherman Rd, Hiawatha, IA 52233 (319) 253-7057  
Return to: Heather Dee - Interstate Power and Light Company – PO Box 351 – Cedar Rapids, IA 52406 (319) 786-4514

SPACE ABOVE THIS LINE FOR RECORDER

## UNDERGROUND ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Story County, of State of Iowa**, (“Grantor(s)”), ADDRESS: 56461 180<sup>th</sup> St., Ames, Iowa 50010-9451, do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, (“Grantee”) a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the “Line” or “Lines”) for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of Story and the State of Iowa:

See Attached Exhibit A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor, or agent may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines, under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this 21<sup>st</sup> day of November, 2023.

**GRANTOR(S): Story County, of State of Iowa.**

By: [Signature]  
Latifah Faisal, Chair  
Print Name and Title

By: \_\_\_\_\_  
\_\_\_\_\_  
Print Name and Title

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa  
COUNTY OF Story ss:

On this 21<sup>st</sup> day of November, AD. 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared

Latifah Faisal  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

X to me personally known  
or \_\_\_\_\_ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL [Signature]  
(Sign in Ink)  
Michelle L. Bellile  
(Print/type name)

Notary Public in and for the State of Iowa  
My Commission Expires: 9/11/24

**CAPACITY CLAIMED BY SIGNER**

- \_\_\_\_\_ INDIVIDUAL
- \_\_\_\_\_ CORPORATE  
Title(s) of Corporate Officers(s):  
\_\_\_\_\_
- \_\_\_\_\_ N/A
- \_\_\_\_\_ Corporate Seal is affixed
- \_\_\_\_\_ No Corporate Seal procured
- \_\_\_\_\_ PARTNER(s)  
\_\_\_\_\_ Limited Partnership
- \_\_\_\_\_ General Partnership
- \_\_\_\_\_ ATTORNEY-IN-FACT
- \_\_\_\_\_ EXECUTOR(s),
- \_\_\_\_\_ ADMINISTRATOR(s),
- \_\_\_\_\_ or TRUSTEE(s):
- \_\_\_\_\_ GUARDIAN(s)
- \_\_\_\_\_ or CONSERVATOR(s)
- \_\_\_\_\_ OTHER

**SIGNER IS REPRESENTING:**  
List name(s) of persons(s) or entity(ies):

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



## Exhibit A

### GRANTOR'S PARCELS:

A strip of land 100 feet in width extending over and across: the South Half of the Southwest Quarter, and the Southwest Quarter of the Southeast Quarter, of Section 18; the North Half of the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter, of Section 19; the North Half of the North Half of Section 20; the North Half of the North Half of Section 21; the North Half of the Northwest Quarter of Section 22; the North Half of the North Half of Section 23; and the North Half of the North Half of Section 24; said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Iowa Central and North Western Railway Company (later the Minneapolis & St. Louis Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 18, 19, 20, 21, 22, 23 and 24, all in Township 85 North, Range 22 West of the Fifth Principal Meridian. EXCEPT that part in the North Half of the Northwest Quarter of said Section 22, which lies Easterly of a line parallel with and distant 50 feet Westerly, measured at right angles from the center line of the main track of the Chicago, Rock Island and Pacific Railroad Company.

ALSO: That part of the North Half of the Northeast Quarter of Section 22, Township 85 North, Range 22 West of the Fifth Principal Meridian, bounded and described as follows: Beginning at a point on the North and South Quarter line of said Section 22, distant 133 feet Southerly of the North Quarter corner of said Section; thence Easterly parallel with the North line of said Section, a distance of 717.75 feet; thence Northerly parallel with said North and South Quarter line, a distance of 50 feet, more or less, to a point distant 50 feet Southerly, measured at right angles, from the South line of Second Street; thence Easterly parallel with said South line of Second Street, a distance of 1,185 feet, more or less, to a point on the West line of "A" Street; thence Southerly along said West line of "A" Street, a distance of 30 feet, more or less, to a point distant 50 feet Southerly, measured at right angles, from the center line of the main track (now removed) of the Chicago and North Western Transportation Company (formerly the Minneapolis & St. Louis Railway Company), as said main track was located prior to its removal; thence Easterly parallel with said (former) main track center line, a distance of 66 feet, more or less, to a point on the East line, or the Northerly extension thereof, of said "A" Street; thence Southerly along said East line of "A" Street, a distance of 25 feet, more or less, to a point distant 133 feet Southerly, measured at right angles, from the North line of said Section 22; thence Easterly parallel with the North line of said Section 22, a distance of 660 feet, more or less, to a point on the East line of said Section 22; thence Northerly along said East line of Section 22, a distance of 100 feet, more or less, to a point distant 33 feet Southerly, measured at right angles, from the North line of said Section 22; thence Westerly parallel with said North line, said parallel line being (partly) the South line of said Second Street, a distance of 2,610 feet, more or less, to a point on the North and South Quarter line of said Section 22; thence Southerly along said North and South Quarter line, a distance of 100 feet, more or less, to the point of beginning. EXCEPT that part which lies Westerly of a line parallel with and distant 50 feet Easterly, measured at right angles, from the center line of the main track of the Chicago, Rock Island and Pacific Railroad Company.

*(Continued)*

**Exhibit A (Cont.)**

**EASEMENT AREA:**

A tract of land for easement purposes being the Southerly Ten (10) feet of the described as follows:

A strip of land 100 feet in width extending over and across the North Half of the North Half of Section 20; said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Iowa Central and North Western Railway Company (later the Minneapolis & St. Louis Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 18, 19, 20, 21, 22, 23 and 24, all in Township 85 North, Range 22 West of the Fifth Principal Meridian, Story County, Iowa as described in Resolution Deed recorded on December 20<sup>th</sup>, 1978, in Instrument No. 05047 in the office of the Recorder in and for Story County, Iowa.

Located in a part of the North half (½) of Section 20, Township 85 North, Range 22 West of the 5<sup>th</sup> P.M. Story County, Iowa.

Project Title: MCDB Nevada Rural Fdr Exit 1.3Mi 3PH 4/  
ERP Activity ID: WR# 4304540  
Tract No.:7  
REROW No.:

# Story County Façade Improvement Grant Program

Story County, Iowa



A Public-Private  
Partnership Program  
sponsored by Story  
County to revitalize  
small town  
commercial business

**APPROVED**

**DENIED**

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

Meeting Date: 11/01/03

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

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

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# STORY COUNTY FAÇADE IMPROVEMENT GRANT PROGRAM

## PROGRAM GUIDELINES

### PURPOSE

Story County identifies that the aesthetic quality and the economic vitality of each business is linked with the success of surrounding commercial establishments. Revitalized business districts can contribute greatly to the revitalization of the community at large and extends beyond the community to the entire region. The **Story County Façade Improvement Grant Program** provides financial assistance to the city governments, working in collaboration with private commercial businesses within their city limits, for façade improvements. The purpose is to support the revitalization of business districts in small towns by stimulating private investments that enhance the appearance of buildings and properties.

### ELIGIBILITY

#### ALLOWABLE AWARDS

The County will award a one-time reimbursement grant up to 20% or not more than \$10,000 towards the total project costs of façade improvements. The city shall provide matching funds equal to or greater than the maximum provided by the County. The matching funds can be either direct funds or in-kind. In-kind matching funds must be demonstrated through the following means:

- assigned value is reasonable, consistent, and is suitably allocated within the program budget; and
- basis used for determining the value of the personal services, material or equipment, facility use or building contributed is documented.

The Story County Board of Supervisors annually budgets \$10,000 each fiscal year beginning July 1<sup>st</sup>. The County reserves the right to fund one or several applications as funding allows. An applicant may only submit and receive funding for one application each fiscal year.

#### ELIGIBLE APPLICANTS

It is the goal of the program to create public-private partnerships between the business owners, city government, and the County, to create the greatest benefit to all citizens both within the city and county as a whole. The city acts as the “applicant” for all applications for the **Story County Façade Improvement Grant Program**. Eligible properties and/or businesses shall work with the city council of their respective community. A city shall apply on behalf of the eligible properties and/or business and all funds disbursements from the County shall go to the city. Additional applicant requirements are identified in the “Terms of Agreement” found at the end of the program guidelines.

Eligible properties are located in communities within Story County with a population less than 2,000 persons, according to the 2020 US Census.

The eligible business shall be a legally established and licensed business in the State of Iowa and shall be in conformance with all applicable City/County/State codes and regulations. The County reserves the right to deny and/or withhold funding to properties delinquent on payment of fines, fees or taxes. Ineligible properties include owners of--primarily residential structures, churches and other religious institutions, tax delinquent property or a property whose owner has any other tax delinquent property. In addition, any projects that have commenced prior to their approval by the County shall be ineligible for grant funding.

## **ELIGIBLE IMPROVEMENTS**

Eligible expenditures will include only projects oriented towards the exterior improvements of existing structures; the portion visible from the road right-of-way upon which the structure fronts. All work must result in a publicly visible improvement. Grants cannot be used to correct code violations or occurrences covered by insurance.

All improvements, except for painting, shall be completed by a licensed contractor, and shall be made in conformance with all applicable building codes, laws and zoning requirements.

### *ELIGIBLE IMPROVEMENTS INCLUDE:*

- Exterior buildings improvements, either cosmetic and/or structural
- Signage\* (not including billboards)
- Lighting\*
- Landscaping\*

\*These improvements shall apply if it has been determined that the structural and cosmetic conditions of the façade are at an acceptable level.

Exterior improvements must be of compatible color/style with the surrounding building and architecture. Exceptions may be considered on a case by case basis. If a structure is of historic significance (i.e. it has been listed as a local landmark, is listed or is eligible for listing on the National Register of Historic Places), improvements must be in conformance with the *Secretary of Interior's Standards for Rehabilitation*, as well as *Guidelines for Rehabilitating Historic Buildings* will apply.

During the application review, special consideration will be given to projects that meet the following criteria:

- Structures located in their respective central business district, i.e. Main Street.
- Projects that leverage more private investment than the required matching amount.
- Projects designed by a licensed architect.
- Historic structures.

## **APPLICATION ROUTING**

Once the application materials are complete, a property/business owner shall submit all materials to their respective city. The city will review the application and make a determination of the maximum match they are able to contribute towards the project, keeping in mind there the requirement that the city shall provide matching funds equal to or greater than the maximum provided by Story County. Once the city has made a match determination, the city shall forward the application to the County, for review.

## **APPLICATION DEADLINE**

Applications are accepted at any time; however, an application must be approved by the Board of Supervisors prior to work being undertaken. Qualified projects to be awarded on a first come, first served basis following the beginning of the fiscal year.

Work is expected to be completed and bills submitted within 12 months of the grant award date. A complete copy of bills from expenses relating to the project must be presented to Story County before the grant money will be awarded. The amount of the grant may be adjusted if the actual cost is lower than the estimated cost. Any deviations from the approved application may disqualify the applicant.

# STORY COUNTY FAÇADE IMPROVEMENT GRANT PROGRAM APPLICATION FORM



## PROJECT INFORMATION

PROJECT ADDRESS \_\_\_\_\_ PROPERTY OWNER \_\_\_\_\_

BUSINESS OWNER \_\_\_\_\_ NAME OF BUSINESS \_\_\_\_\_  
(IF DIFFERENT FROM PROPERTY OWNER)

## CONTACT INFORMATION

APPLICANT (CITY CONTACT PERSON) \_\_\_\_\_ CONTACT ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ E-MAIL \_\_\_\_\_

AMOUNT REQUESTED\*: \_\_\_\_\_ MATCHING AMOUNT \_\_\_\_\_

\* Work is expected to be completed and bills submitted within 12 months of the grant award date. A complete copy of bills from expenses relating to the project must be presented to Story County before the grant money will be awarded. The amount of the grant may be adjusted if the actual cost is lower than the estimated cost. Any deviations from the approved application may disqualify the applicant.

## APPLICATION ATTACHMENT CHECKLIST

In addition to the completed application, please attach the following:

- Written consent from property owner giving permission to conduct improvements
- Color photographs of existing conditions
- Written statement that outlines in detail scope of the project
- Project budget that includes detailed cost estimates prepared by contractors
- Any design documents prepared by a licensed architect or engineer, if available

## PLEASE READ

By signing below you certify that to the best of your knowledge you have submitted all the required information to apply for a façade grant and that the information is accurate. You further acknowledge that you have read and agree to the Terms of Agreement outlined on the back of this form.

SIGNATURE OF PROPERTY/BUSINESS OWNER: \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF APPLICANT: \_\_\_\_\_ DATE \_\_\_\_\_  
Name and Title (Chief Elected Official)

### SUBMIT COMPLETED APPLICATION AND ALL REQUIRED DOCUMENTS TO:

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

or complete the application form online at <https://www.storycountyiaowa.gov/FormCenter/County-Outreach-9/Story-County-Facade-Improvement-Grant-Pr-155>

# Terms of Agreement

- The applicant is the city.
- The applicant and property/business owner meets all of the eligibility criteria outlined in the **Story County Façade Improvement Grant Program**.
- No funds are approved for the proposed improvements until the applicant is notified in writing and meets all Program requirements. **Work completed prior to final approval is ineligible for funding.**
- All funds are distributed on a reimbursement basis after all work is completed.
- The applicant shall ensure that work is performed in a satisfactory manner, as determined by the County, conforming to the approved application, project budget, and project schedule.
- The applicant shall be responsible for at least the matching funds equal to or greater than the maximum provided by the County. The applicant shall keep record of all documents, receipts, lien waivers, etc., to substantiate that they are in conformance with this requirement.
- No changes to the approved project plans shall be made without prior consent from Story County.
- Grant funds shall be disbursed only upon the satisfactory completion of the project in accordance with the approved plans for the project. It is the responsibility of the applicant and/or business to demonstrate that the project is satisfactorily complete.
- Grant funds are only to be used for the scope of the project approved by the County, and no other renovations or improvements of the structure or business.
- The applicant authorizes Story County to promote their approved project, including, but not limited to, displaying a sign at the site during and after the construction, and using photographs and descriptions of the project in County media materials.
- Work is expected to be completed and bills submitted within 12 months of the grant award date. A complete copy of bills from expenses relating to the project must be presented to Story County before the grant money will be awarded. The amount of the grant may be adjusted if the actual cost is lower than the estimated cost. Any deviations from the approved application may disqualify the applicant.

## Acknowledgement of Terms of Agreement

SIGNATURE OF APPLICANT: \_\_\_\_\_ DATE \_\_\_\_\_  
Name and Title (Chief Elected Official)

Invoice No. SLUXT0001186  
 Date 11/15/2023  
 Customer No. STO-IA-085-ITD  
 Page 1 of 1



Bill To  
 STORY COUNTY IA I.T. OFFICE  
 Lucy Martin  
 900 6th Street  
 Nevada, IA 50201  
 United States

Ship To  
 STORY COUNTY IA I.T. OFFICE  
 900 6th Street  
 Nevada, IA 50201  
 United States

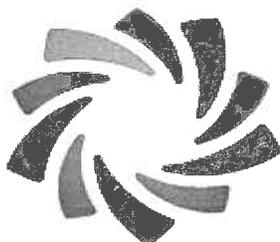
Service Order Number	Quote Number	Purchase Order	Payment Terms	Currency
				HARRIS-US\$

Item No	Description	Quantity	Unit Price	Amount
SLU - TPL (SB)	Evault Backup for iSeries: 11/1/2023 to 10/31/2024	1.00	1,800.00	1,800.00

**APPROVED** **DENIED**  
 Board Member Initials: [Signature]  
 Meeting Date: 11/21/23  
 Follow-up action: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Subtotal	1,800.00
Misc	0.00
Taxes	0.00
Freight	0.00
Total	1,800.00

Remit To:  
 Solutions Inc.  
 PO BOX 74008484  
 Chicago, IL 60674-8484



Invoice Questions? Please call 1-888-847-7747 or please email ar\_solutions@harriscomputer.com

Tax Exempt? Please send your exemption certificate to the email address above.

**Thank you for your business!**



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.storycountyia.gov](http://www.storycountyia.gov)

**APPROVED**

**DENIED**

Board Member Initials: AW

Meeting Date: 11/21/23

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

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Andrea Wagner, Planner  
**RE:** Site Development Plan for a retaining wall to be located at 1568 Stagecoach Road, Ames (parcel #05-36-400-300)  
**DATE:** November 21, 2023

David Haila, on behalf of Stagecoach Stables, applied for a zoning permit for a retaining wall to be constructed north of an existing barn located at 1568 Stagecoach Road, Ames (parcel #05-36-400-300). The retaining wall will hold back a reshaped earthen embankment in order to correct existing drainage issues, wherein runoff is entering the barn.

The property is split-zoned between R-1, Transitional Residential, and A-1, Agricultural, and designated as Urban Expansion Area on the C2C Plan Future Land Use Map.

The proposed retaining wall will vary in height from 3' to 5' and will not exceed the top of the earthen embankment. A site plan and plan set for the retaining wall are posted to the Agenda Center.

Staff conducted a site visit with the applicant to discuss erosion control as well as to view the location of the proposed retaining wall. Based on this site visit, staff has no concerns about the wall reducing visibility along Stagecoach Road due to the wall's purpose of holding back the existing hillside while improving drainage, and the wall will be setback from the property line.

### General Site Planning Standards

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

- **88.04 Access Requirements:** The property has existing access from Stagecoach Road. No new access permits are proposed.
- **88.05 Environmental and Natural Resource Standards:** The applicant has consulted with Planning and Development staff regarding appropriate erosion control measures when reshaping the earthen embankment that will be behind the retaining wall. Staff provided the applicant with appropriate erosion control suggestions from the SUDAS manual, which the applicant will implement to control erosion and sedimentation.
- **88.07 Fences and Walls:** The retaining wall is not for residential purposes, so it is allowed to exceed the 4.5' height limitation in the required front setback. Additionally, it will be parallel to

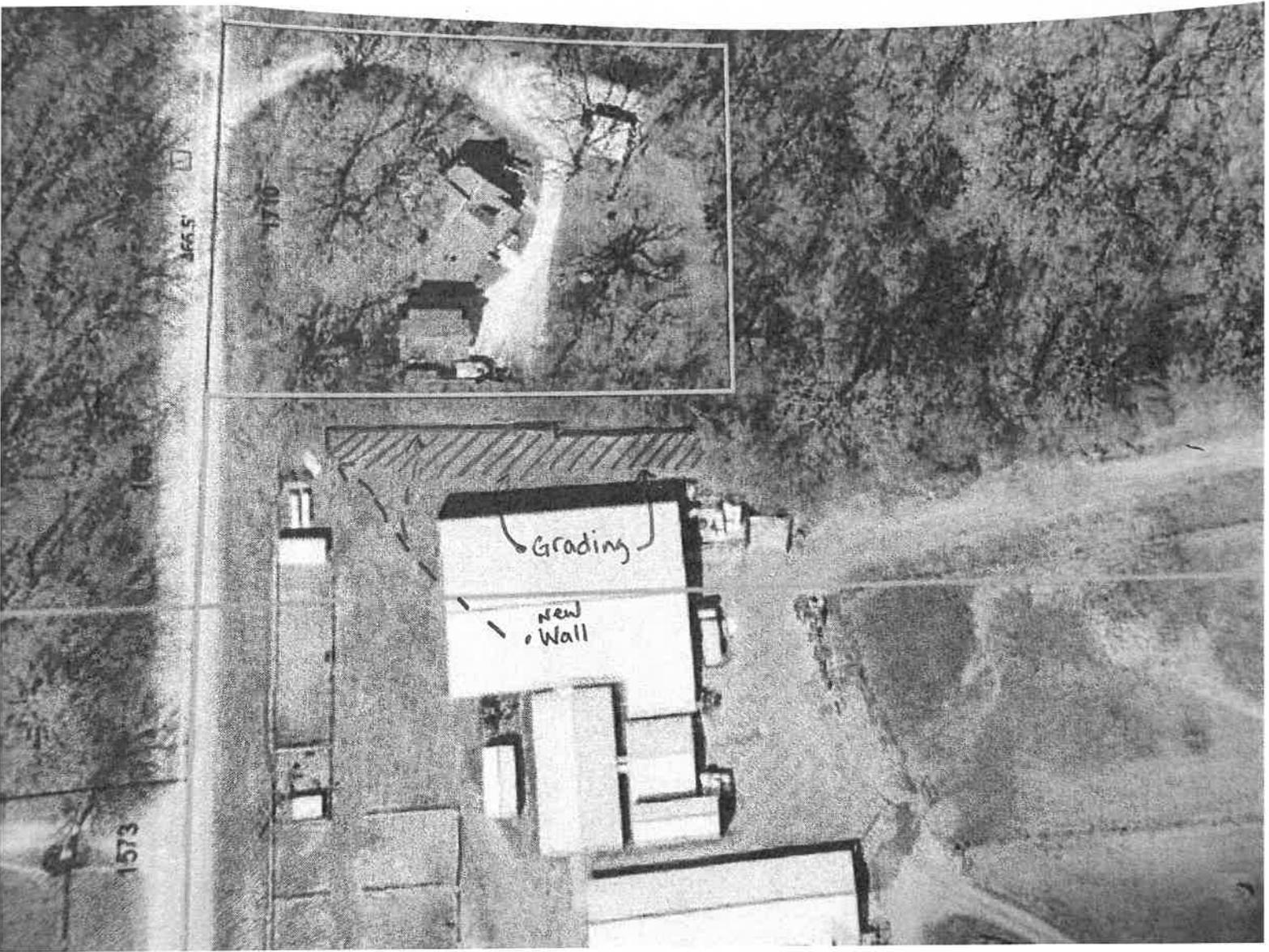


the road right-of-way at its western-most boundary and meet the top of an existing hillside, maintaining the status quo in terms of visibility.

- **88.08 Parking and Circulation Standards:** No parking is being proposed for this use.
- **88.09 Site Lighting:** No new site lighting 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 approval, staff will issue the zoning permit.





1665

1770

1573

Grading

New Wall





**PERMIT PROJECT**  
 FILE #: 23-000410  
 1568 STAGECOACH RD AMES IA 50010  
 0536400300



**PERMIT #: Z23-000140**

Permit Type  
 Zoning Permit (Building Permit)

Subtype  
 Commercial

Work Description:  
 Retaining Wall

Applicant  
 Stagecoach Stables, LLC - David Haila

Status  
 Under Review

Valuation  
 0.00



**FEES & PAYMENTS**

Plan Check Fees 80.00

Permit Fees 1.80

Total Amount 81.80

Amount Paid 81.80

Balance Due 0.00

Non-Billable



**PERMIT DATES**

Application Date  
 10/30/2023

Approval Date

Issue Date:

Expiration Date:

Close Date

Last Inspection

PDP Expiration Date

Final Expiration Date

I understand I must contact the County Engineers office for an access permit for a new drive or paving or widening an existing drive. If you are taking access from a subdivision road you do not need an access permit from the Engineers Office and can just check the box. (515-382-7355 or [engineerweb@storycountyia.gov](mailto:engineerweb@storycountyia.gov)) (Check box below to agree)

I understand

If no address has been assigned to this parcel, please first apply for a 911 permit for this address.

Enter 911 permit number here (EX: N20-000001)

Floodplain permit number (if applicable)

Is applicant a contractor or the property owner?

Property Owner

**Please provide the following information on your project**

Use of Structure

Retaining Wall

Dimensions

2' wide Manatts prefab block at 168' wall

Height

3' in parts and 5' in other parts

Is this application for a solar energy system

No

Is this for a new dwelling? (Check box if yes)

Anchor Store Square Footage

Apartment Building Square Footage

Auto Sales Square Footage

Auto Service Square Footage

Bank Primary Location with basement Square Footage

Bank Primary Location without basement Square Footage

Bank Drive-Up with basement Square Footage

Bank Drive-Up without basement Square Footage

Banquet/Concert Halls, Gathering Spaces Square Footage

Bed and Breakfast House Value

Bowling Alley Square Footage

Campground Buildings Square Footage

Car Wash - Full Service Square Footage

Car Wash - Self Service Square Footage

Car Wash - Drive Thru Square Footage

Church Square Footage

Convenience Store Square Footage

Day Care Square Footage

Fence Linear Feet

Fertilizer Building Square Footage

Franchise Service Square Footage

Gas Station With Bays Square Footage

Gas Station Without Bays Square Footage

General Office Building (with basement) Square Footage

General Office Building (without basement) Square Footage

Greenhouse With Utilities Square Footage

Greenhouse Without Utilities Square Footage

Grain Storage Crib Type Square Footage

Grain Storage Concrete or Steel Type Square Footage

Grain Storage Flat Storage Square Footage

Grocery Square Footage

Gym Square Footage

Library Square Footage

Lodge or Fraternal building Square Footage

Lumber Storage (office area separate: see item 16) Square Footage

Manufacturing Heavy Square Footage

Manufacturing Light Square Footage

Medical/Dental Office Building (with basement) Square Footage

Medical/Dental Office Building (without basement) Square Footage

Motel/Hotel Square Footage

Motel/Hotel Common Area Square Footage

Nursing Home Square Footage

Restaurant Square Footage

Retail Store Small (one level) Square Footage

Retail Store Large Square Footage

School Square Footage

Shopping Center Neighborhood Square Footage

Shopping Center Regional Square Footage

Storage Shed With Utilities Square Footage

Storage Shed Without Utilities Square Footage

Swimming Pool Square Footage

Theatre Square Footage

Tower Guyed Linear Feet

Tower Monopole Linear Feet

Tower Self Supporting Linear Feet

Warehouse Square Footage

Wastewater Supply Treatment Facility Engineer's construction value/bid

Water Supply Treatment Facility Engineer's construction value/bid

Wind Energy Systems Engineer's construction value/bid

**Please check the following boxes to acknowledge:**

**I will contact my electric provider for setback requirements from electric lines**

**I understand that a State Electrical Inspection and Permit may be required.**

**Apply online at <https://iowaelectrical.gov/> or contact Mark Miller with the State Fire Marshal Division Electrical Bureau at 515-210-0832 or [mcmiller@dps.state.ia.us](mailto:mcmiller@dps.state.ia.us).**

**I understand Story County has erosion control requirements (88.05) that apply to this permit.**

**I understand if this application is for a new dwelling or adding additional bedrooms to an existing dwelling a septic application must be submitted before zoning permit will be reviewed/approved**

**Required Attachments**

**Site Development Plan showing proposed building in relation to property, setbacks, and conformance with Chapter 88 General Site Planning Standards.**

IMG\_4500.jpg



**Blue Prints/Construction Drawings, attach for all buildings applying for**

U23-261 S1 (1).pdf



Additional Documents

Will there be any Tier 2 materials onsite?

**Certification and Signature**

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection. \*Acknowledgement of property owner is required and may occur via email

**Signature**

signature.png



---INTERNAL ONLY---

Add \$100 Violation Fee

Conditions

**FEES**



FEE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Zoning Fee				30.00
Site Plan Review Fee				50.00
Convenience Fee		1.0	1.8000	1.80
<b>Plan Check Fees</b>				<b>80.00</b>
<b>Permit Fees</b>				<b>1.80</b>
<b>Total Fees</b>				<b>81.80</b>



**PAYMENTS**



DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT
10/31/2023	Credit	249613432	Z23-000'	323	Stagecoach	81.80
<b>Amount Paid</b>						<b>81.80</b>
<b>Balance Due</b>						<b>0.00</b>





<b>Customer Information</b>		<b>Quotation Number</b>	<b>202311141341RP</b>
Agency Contract #	0	Date Quoted	14-Nov-2023
Agency PO #	0	Local Branch #	000
Contract Short Name	DEPARTMENT OF HUMAN SERVICES	Local Branch Address	0
Service Type	Auto	Frequency	Every 4 Weeks
PoP Start Date	12/1/2023	PoP End Date	11/30/2024

<b>Sold To</b>			
Customer #	1000424807	Customer Type	Existing National
Agency Name	DEPARTMENT OF HUMAN SERVICES		
Address	126 S KELLOGG AVE 101	POC Name	LISA MARKEY
Unit	0	POC Phone	0
City	AMES	POC Fax	0
State	IA	POC Email	LMarkley@storycountyiowa.gov
Zip	50010-7032	Business Hours	8-4

<b>Bill To</b>			
Bill To Customer #	1000424807	Bill To POC Name	LISA MARKEY
Bill To Name	DEPARTMENT OF HUMAN SERVICES	Bill To POC Phone	0
Bill To Address	126 S KELLOGG AVE 101	Bill To POC Email	LMarkley@storycountyiowa.gov
Bill To Unit	0	Billing Method	Local
Bill To City	AMES	Invoice Method	E-Mail
Bill To State	IA	Portal Name, if applicable	0
Bill To Zip	50010-7032	Email for Invoices	0

Notes	Contract start dates cannot be backdated from the time we receive a signature. If that takes place please line out whats listed and put your signature date as the POP start date in a 12 month agreement. Make sure POP end date is 12 months from POP start date.
-------	---

<b>By signing, I approve the pricing, Terms &amp; Conditions and services listed:</b>			
<b>Stericycle, Inc.</b>		<b>Customer Signature</b>	
Stericycle Signature:	<i>Ronald Purgatorio</i>	Authorized Signature:	<i>[Signature]</i>
Print Name:	Ronald Purgatorio	Print Name:	<i>Latifah Faisal</i>
Position:	GAE	Position:	<i>Chair</i>
Date:	11/14/2023	Date:	<i>11/21/23</i>

Stericycle, Inc. <b>DUNS</b>	117169571	
Stericycle, Inc. <b>Cage Code</b>	8DGV0	
Stericycle, Inc. <b>TaxID</b>	36-3640402	
Stericycle, Inc. <b>UEI</b>	LF9ELQ358QD8	

A signed quote or Purchase Order must be returned to Stericycle, Inc before services can be scheduled.



**Stericycle, Inc**  
**Government**  
 (Valid 90 days from date quoted)

Price Sheet

**Date Quoted** 14-Nov-2023  
**Agency Name** DEPARTMENT OF HUMAN SERVICES  
**Service Type** Auto  
**Onsite or Offsite** Onsite  
**Material Type** Paper  
**Charge All**

Item #	Location	Stop Charge	Total Bins	Qty of 95s	Price per 95	Subtotal 95s	Per Service Add'l Charge Type	Per Service Add'l Charge Amount	Per Service Subtotal	Additional Charges Type	Additional Charges Amount	# Service per year	Annual Total
		Incl 2 95											
1	DEPT OF HUMAN SERVICES	\$60	2	2	\$40.00	\$0.00			\$60.00			13	\$780.00
2						\$0.00			\$0.00				\$0.00
3						\$0.00			\$0.00				\$0.00
4						\$0.00			\$0.00				\$0.00
5						\$0.00			\$0.00				\$0.00
6						\$0.00			\$0.00				\$0.00
7						\$0.00			\$0.00				\$0.00
8						\$0.00			\$0.00				\$0.00
9						\$0.00			\$0.00				\$0.00
10						\$0.00			\$0.00				\$0.00
<b>ANNUAL GRAND TOTAL</b>												<b>\$ 780.00</b>	

# Stericycle, Inc Terms Conditions

## Government Customers

July 2021

Stericycle, Inc., a Delaware corporation, with offices at 2355 Waukegan Road, Bannockburn, IL 60015 ("Stericycle"), and DEPT OF HUMAN SERVICES with offices at 126 KELLOGG AVE 101 AMES IOWA 50010-7032 ("Customer"), hereby agree to the terms listed here below, dated as of the 1ST day of DECEMBER 2023 (the "Effective Date").

1.Document Destruction Services. Shred-it will provide containers and related equipment ("Equipment") for the collection and storage of Customer's paper and other agreed upon materials ("CCM") as set forth on page 1 of this agreement (the "Services"). The number of containers will be determined by Shred-it. Shred-it will: (i) collect the CCM on a regularly scheduled and mutually agreed basis and (ii) destroy the CCM using a mechanical device (the "Destruction Process"). (iii) Shred-it will provide Customer with a Certificate of Destruction if requested by Customer. (iv) Shred-it will recycle or otherwise dispose of the CCM. (v) Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe. Customer shall be liable for all demands, claims, actions, losses, damages, and expenses, including reasonable attorney fees,

2.Term of this Agreement. (a) The initial term (the "Term") will begin on the Effective Date set forth above and continue for twelve (12) months. (b) Upon the expiration or termination of the Term, Customer shall pay Stericycle all amounts due for services and products provided prior to the expiration or termination. (c) Stericycle shall have the right to retrieve its Equipment (defined below) from Customer wherever located.

3.Pricing. Customer shall pay to Stericycle the service fees set forth here below or attached ("Service Fees").

4.Payment Terms. Customer shall pay in full each Stericycle invoice within 30 days of the date of such invoice.

5.Default and Early Termination for Cause. Either party may immediately terminate the Term, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

6. Limitation of Liability. In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement.

7.Confidentiality. Customer agrees to not disclose to any third parties Shred-it pricing, policies and procedures. Shred-it will keep confidential all CCM and any other confidential information provided to Shred-it in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, "confidential information" means any information provided to Shred-it in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Shred-it free of any obligation to keep it confidential prior to

8.Compliance with Laws and Policies. Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.

9.Excuse of Performance. Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

10.Equipment. Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises ("Equipment") and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

# Stericycle, Inc Terms Conditions

July 2021

## Government Customers

11. Miscellaneous. (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. (b) This Agreement may be modified only by a written amendment signed by an authorized representative of each party. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. (d) Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer. (e) Any dispute arising in connection with or relating to this Agreement or between the parties ("Disputes") that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final litigation in a court of competent jurisdiction. (f) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. (g) Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full force and effect. (i) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. All waivers must be in writing and signed by the party waiving its rights.

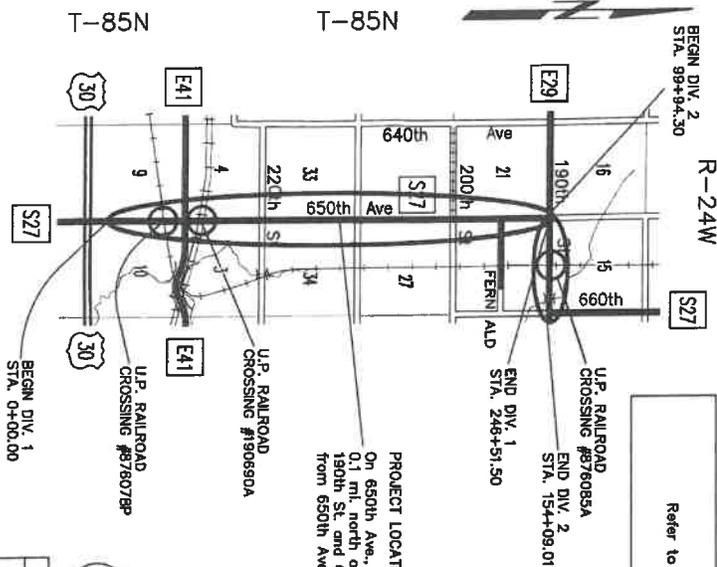
# STORY COUNTY

# HMA RESURFACING

Proj. No. STP-S-C085(178)--5E-85

Letting Date **Feb. 20, 2024**

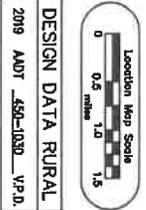
FILE LOCATION: S:\WORK\PROJECTS\STP\S\STP-S-C085(178)\STP-S-C085(178).DWG



**PROJECT LOCATION:**  
On 650th Ave., from approx. 0.1 mi. north of Hwy 30 to 190th St. and On 190th St., from 650th Ave. to 660th Ave.



Scales: As Noted



**PROJECT TRAFFIC CONTROL PLAN**  
THE ROAD WILL BE OPEN TO ONE LANE TRAFFIC DURING CONSTRUCTION HOURS AND RESERVED TO TWO LANE TRAFFIC AT THE END OF EACH WORK HOUR. THE CONTRACTOR SHALL MAINTAIN THE TRAFFIC CONTROL PLAN AS PROVIDED FOR IN ARTICLE 107.20 OF THE CURRENT STANDARD SPECIFICATIONS. TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL MAINTAIN THE PROJECT SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AS ADOPTED BY THE DEPARTMENT PER 761 OF THE IOWA ADMINISTRATIVE CODE (IAC) CHAPTER 100.

**UTILITIES INFORMATION**  
THE CONTRACTOR IS TO VISIT THE SITE TO ENSURE THAT HE IS FAMILIAR WITH EXISTING SITE CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL UTILITIES. OTHER UTILITIES ARE DISCOVERED, THEY ARE TO BE PROTECTED AND THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY. THE CONTRACTOR SHALL CALL FROM ONE CALL AT LEAST 48 HOURS PRIOR TO BEGINNING WORK. (1-800-292-8989)

IOWA  
DEPARTMENT OF TRANSPORTATION  
Highway Division  
PLANS OF PROPOSED IMPROVEMENT ON THE  
**FARM-TO-MARKET SYSTEM**  
**STORY COUNTY**  
**HMA RESURFACING**

On 650th Ave., from approx. 0.1 mi. north of Hwy 30 to 190th St.  
and On 190th St., from 650th Ave. to 660th Ave.

Refer to Proposed Form for a list of applicable specifications.

Story County

Project Number: STP-S-C085(178)--5E-85

Sheet No. A.01



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.  
Tyler Spader 11-15-23  
Date

Approved by \_\_\_\_\_  
Story County Engineer  
Date 11-16-23

Approved Story County Board of Supervisors \_\_\_\_\_

**STANDARD ROAD PLANS**

Number	Date	This
PR-110	04-21-20	LINE TYPES
PR-111	04-21-20	SYMBOLS AND LEGENDS
PR-112	04-21-14	STOP LINES AND ISLANDS
PR-240	04-29-21	RAILROAD CROSSING ON TWO-LANE HIGHWAY
PR-420	10-21-19	TWO-LANE ROUNDABOUT WITH NO TURN LANES (ONE-WAY STOP CONDITION)
PR-201	10-21-14	NOTICES FOR RESURFACING
PR-202	10-21-14	NOTICES FOR RESURFACING (WITH OR WITHOUT RUNDQU)
PR-3	04-16-18	SAFETY EDGE
PR-202	04-21-20	HOT MIX ASPHALT RESURFACING
TR-1	10-16-18	WORK NOT AFFECTING TRAFFIC (TWO-LANE OR MULTI-LANE)
TR-202	04-16-23	WORK WITHIN 16 FT OF TRAVELED WAY
TR-213	04-16-23	LANE CLOSURE WITH FLAGGERS
TR-214	04-16-23	LANE CLOSURE WITH FLAGGERS FOR USE WITH PILOT CAR
TR-233	10-17-17	PAVEMENT MARKING OPERATIONS TWO-LANE
TR-282	10-15-18	UNEVEN LANES

**MILEAGE SUMMARY**

DIV.	Location	Lin. Ft.	Miles
1	STA. 0+00.00 TO STA. 246+51.50	24,651.50	4.669
	--RR CROSSING: STA. 23+48.00 TO STA. 33+28.50	-30.00	-0.006
	--CO. RTE. E41: STA. 44+33.50 TO STA. 45+00.00	-66.50	-0.006
	--RR CROSSING: STA. 51+48.50 TO STA. 52+08.50	-60.00	-0.006
2	STA. 89+194.30 TO STA. 194+09.00	5,414.70	1.025
	--RR CROSSING: STA. 123+32.50 TO STA. 127+42.50	-1,000.00	-0.192
<b>Total</b>		<b>29,895.70</b>	<b>5.672</b>

**INDEX OF SHEETS**

No.	Description
A.01	TITLE SHEET
B.01	TYPICAL SECTIONS SHEET
C.01	QUANTITY INFORMATION SHEET
C.02-C.03	TRAILWAYS SHEETS

Sheet Total: 5



QUANTITY INFORMATION SHEET

ESTIMATED PROJECT QUANTITIES OF QUANTITIES  
(1 DIVISION PROJECT)

ITEM	ITEM CODE	ITEM	UNIT	TOTAL
1	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON	4,401.3
2	2212-0475095	CLEANING AND PREPARATION OF BASE	MILE	5.6
3	2214-5145150	PAVEMENT SCARIFICATION	SY	1141.9
4	2303-1032500	HMA, ST, INTERMEDIATE COURSE, 1/2 IN. MIX	TON	7,038.6
5	2303-1033500	HMA, ST, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION	TON	7,038.6
6	2303-1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	TON	844.6
7	2303-6911000	HMA PAVEMENT SAMPLES	LS	1.0
8	2303-7000610	PAYMENT ADJUSTMENT I/D FOR HMA MIXTURE (LABORATORY VOIDS)	EACH	7,038.6
9	2303-7000820	PAYMENT ADJUSTMENT I/D FOR HMA MIXTURE (FIELD VOIDS)	EACH	7,038.6
10	2527-9263109	PAINTED PAVEMENT MARKINGS, WATERBORNE/SOLVENT	STA	1,225.7
11	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE/SOLVENT	EACH	8.0
12	2528-8445110	TRAFFIC CONTROL	LS	1.0
13	2528-8445113	FLAGGER	EACH	See Proposal
14	2528-8445115	PILOT CAR	EACH	See Proposal
15	2533-4980005	MOBILIZATION	LS	1.0
16	2585-0005150	RAILROAD PROTECTIVE LIABILITY INSURANCE FOR UNION PACIFIC RAILROAD	LS	1.0

GENERAL NOTES

Story County will mark out identification sawcuts and pavement markings.

Unless otherwise directed or authorized, all hot mix asphalt and other bituminous materials which are not specifically addressed or described in the contract documents shall become the property of the Contractor.

The Contractor, in accordance with current rules and regulations of the Iowa Department of Natural Resources, may:

1. With the approval of the Engineer, blend or otherwise process the material for use with shoulder or special backfill aggregate, for use on the project.
2. With the approval of the Engineer, place with material in areas designated by the Engineer as Soil Aggregate Subbase without extra charge.
3. Remove the material from the project and stockpile for the contractor's future use.

It shall be the contractor's responsibility to provide waste areas or disposal sites for excess material (excessed material or broken concrete) which is not desirable to be incorporated into the work involved on this project. These areas shall not impact wetlands or Waters Of The U.S. No payment for overhead will be allowed for material hauled to these sites. No material shall be placed within the right-of-way, unless specifically stated in the plans.

Contractor shall call One Call at least 48 hours prior to beginning work. One Call: 1-800-292-8989

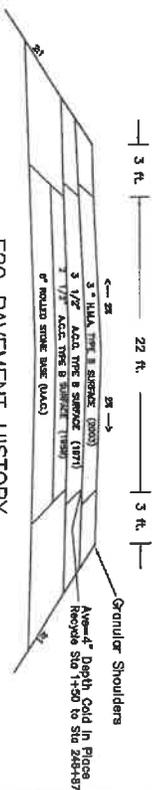
All traffic control devices shall be furnished, erected, and maintained by the Contractor.

Detour signing to be furnished, placed, and maintained by Story County, if needed.

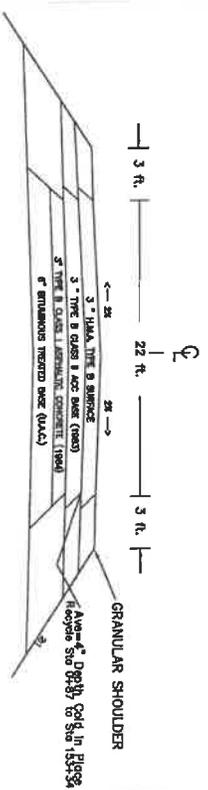
ESTIMATE REFERENCE INFORMATION

ITEM NO.	DESCRIPTION
1.	Item for 3' wide shoulders (on each side). See typical section on Sheet B.01 for details. Granular material quantity estimated using a unit weight of 125 lbs./ft <sup>3</sup> . Item includes all motor, equipment and labor necessary to furnish, place and finish granular shoulders.
3.	Refer to typical section on Sheet B.01 for surface runoff details and scarification stationing.
4-5.	QMA shall apply. Quantity is for 3" thick (two 1 1/2" lifts) Standard Traffic design overlay with 11' wide lanes throughout the project. Quantity was estimated using 149 lbs./ft <sup>3</sup> unit weight. Quantity includes 154.7 tons for intersection road and 91.53 tons for entrance flares. This includes a 6' runoff at the paved driveway at Sta. 108+25. Tack coat is incidental to this item.
6.	Binder was estimated at 6% for both intermediate and surface lifts.
10.	See tabulation on Sheet C.02 for pavement marking types, stationing, and quantities. Quantity includes an application of yellow centerline marking for both intermediate and surface lifts.
11.	Item for railroad crossing symbols. See tabulation on Sheet C.02 for stationing. See Standard Road Plan PM-111 and PM-120 for details and measurements.
12.	See Traffic Control Plan on Sheet A.01 for traffic control notes, and refer to TC Standard Road Plans for further details.
13.	Flagger quantity is an estimate only. See Proposal for quantities.
14.	Pilot Car quantity is an estimate only. See Proposal for quantities.
16.	See DS-23046 for details.

S27 PAVEMENT HISTORY  
STA. 0+00 TO STA. 246+87



E29 PAVEMENT HISTORY  
STA. 99+94 TO STA. 154+09



STORY COUNTY

DATE: 07/11/11

PROJECT: STP-S-C085(178)

PAVEMENT MARKING LINE TYPES

See Pl.-110

BCY4 - Place on the same side of the roadway to match existing markings near the project.  
 NPY4 - For enhancing purposes only. No Passing Zone Lines will be located in the field.

BCY4: Broken Centerline (Yellow) @ 0.25  
 DCY4: Double Centerline (Yellow) @ 2.00  
 ELY4: Edge Line Left (Yellow) @ 1.00  
 NPY4: No Passing Zone Line (Yellow) @ 1.25  
 SLW2: Stop Line (White) @ 6.00  
 SBZ4: Stop Bar (White) @ 6.00

Location

Length By Line Type (Unfactored)

Remarks

Road ID	Station to Station	Dir. of Travel	Marking Type	Side			BCY4		DCY4		NPY4		BLW4		ELW4		ELY4		SLW2		SBZ4	
				L	C	R	STA	STA														
650th Ave. (S27)	0+00.0		Temporary																			
650th Ave. (S27)	22+47.9		Temporary																			
650th Ave. (S27)	30+70.4		Temporary																			
650th Ave. (S27)	45+13.0		Temporary																			
650th Ave. (S27)	60+65.7		Temporary																			
650th Ave. (S27)	71+98.0		Temporary																			
650th Ave. (S27)	78+61.7		Temporary																			
650th Ave. (S27)	87+21.5		Temporary																			
650th Ave. (S27)	89+05.7		Temporary																			
650th Ave. (S27)	91+52.1		Temporary																			
650th Ave. (S27)	101+28.5		Temporary																			
650th Ave. (S27)	107+23.5		Temporary																			
650th Ave. (S27)	109+98.9		Temporary																			
650th Ave. (S27)	111+40.1		Temporary																			
650th Ave. (S27)	118+32.2		Temporary																			
650th Ave. (S27)	119+37.0		Temporary																			
650th Ave. (S27)	125+45.8		Temporary																			
650th Ave. (S27)	126+34.3		Temporary																			
650th Ave. (S27)	133+66.7		Temporary																			
650th Ave. (S27)	133+71.3		Temporary																			
650th Ave. (S27)	139+78.7		Temporary																			
650th Ave. (S27)	142+72.4		Temporary																			
650th Ave. (S27)	149+62.5		Temporary																			
650th Ave. (S27)	152+15.7		Temporary																			
650th Ave. (S27)	156+86.2		Temporary																			
650th Ave. (S27)	157+59.2		Temporary																			
650th Ave. (S27)	166+43.4		Temporary																			
650th Ave. (S27)	212+24.6		Temporary																			
650th Ave. (S27)	234+22.4		Temporary																			
650th Ave. (S27)	240+02.2		Temporary																			
190th St. (E29)	99+94.3		Temporary																			
190th St. (E29)	104+60.0		Temporary																			
190th St. (E29)	113+82.8		Temporary																			
190th St. (E29)	119+86.5		Temporary																			
190th St. (E29)	126+89.1		Temporary																			
190th St. (E29)	128+69.1		Temporary																			
190th St. (E29)	127+31.0		Temporary																			
190th St. (E29)	137+44.3		Temporary																			
190th St. (E29)	147+78.4		Temporary																			
190th St. (E29)	147+79.4		Temporary																			

PAVEMENT MARKING SYMBOLS AND LEGENDS

Refer to Pl.-111

Road Identification	Station	Side	IRRCW	Remarks
650th Ave. (S27)	25+59.8	RL	1	South Crossing Symbol
650th Ave. (S27)	40+31.0	LL	1	North Crossing Symbol
650th Ave. (S27)	48+09.4	RL	1	South Crossing Symbol
650th Ave. (S27)	62+06.4	LL	1	North Crossing Symbol
190th St. (E29)	119+96.0	RL	1	West Crossing Symbol
190th St. (E29)	133+96.0	LL	1	East Crossing Symbol

Column Totals: 6

103,580 51,744 144,496 0.000

Sheet Total: 309,891

PAVEMENT MARKING LINE TYPES

8924 - Place on the same side of the roadway to match existing markings near the project.  
 8914 - For estimating purposes only. No Painting Zone Lines will be posted in the field.

BCV4: Broken Centerline (Yellow) @ 0.25 DCV4: Double Centerline (Yellow) @ 2.00 NPV4: No Painting Zone Line (Yellow) @ 1.25 SLV2: Stop Line (White) @ 6.00  
 ELV4: Broken Lane Line (White) @ 0.25 ELV4: Edge Line Left (Yellow) @ 1.00 ELV4: Edge Line Right (White) @ 1.00

See Plan-110

Road ID	Station to Station	Dir. of Travel	Marking Type	Side			Length by Line Type (Unfactored)						Remarks							
				L	G	R	BCV4	DCV4	NPV4	ELV4	ELV4	ELV4		SLV2	SB24					
650th Ave. (S27)	0+100.0	22+47.9	NB																	
650th Ave. (S27)	22+47.9	30+70.6	NB																	
650th Ave. (S27)	30+70.6	33+45.7	NB																	
650th Ave. (S27)	33+45.7	30+70.4	NB																	
650th Ave. (S27)	44+442.5	44+442.5	NB																	
650th Ave. (S27)	45+130.0	45+130.0	NB																	
650th Ave. (S27)	51+64.5	51+64.5	NB																	
650th Ave. (S27)	52+27.9	52+27.9	NB																	
650th Ave. (S27)	45+13.0	60+85.7	NB																	
650th Ave. (S27)	60+85.7	71+89.0	NB																	
650th Ave. (S27)	71+89.0	78+81.7	NB																	
650th Ave. (S27)	78+81.7	87+21.5	NB																	
650th Ave. (S27)	87+21.5	89+05.7	NB																	
650th Ave. (S27)	89+05.7	95+82.1	NB																	
650th Ave. (S27)	101+25.5	101+25.5	NB																	
650th Ave. (S27)	109+98.9	109+98.9	NB																	
650th Ave. (S27)	111+40.1	111+40.1	NB																	
650th Ave. (S27)	119+37.6	125+16.9	NB																	
650th Ave. (S27)	125+16.9	125+16.9	NB																	
650th Ave. (S27)	125+16.9	135+66.2	NB																	
650th Ave. (S27)	135+66.2	135+66.2	NB																	
650th Ave. (S27)	133+66.2	133+71.3	NB																	
650th Ave. (S27)	133+71.3	139+78.7	NB																	
650th Ave. (S27)	139+78.7	142+72.4	NB																	
650th Ave. (S27)	142+72.4	149+82.5	NB																	
650th Ave. (S27)	149+82.5	152+15.7	NB																	
650th Ave. (S27)	152+15.7	156+85.2	NB																	
650th Ave. (S27)	156+85.2	157+59.2	NB																	
650th Ave. (S27)	157+59.2	166+33.4	NB																	
650th Ave. (S27)	166+33.4	212+24.6	NB																	
650th Ave. (S27)	212+24.6	231+22.4	NB																	
650th Ave. (S27)	231+22.4	246+39.8	NB																	
650th Ave. (S27)	246+39.8	246+39.8	NB																	
650th Ave. (S27)	0+00.0	44+42.5	NB																	
650th Ave. (S27)	44+42.5	246+39.8	NB																	
650th Ave. (S27)	246+39.8	246+39.8	NB																	
650th Ave. (S27)	45+13.0	246+39.8	NB																	
650th Ave. (S27)	220+00.0	220+00.0	NB																	
650th Ave. (S27)	89+84.3	101+80.0	NB																	
650th St. (E29)	113+82.5	113+82.5	NB																	
650th St. (E29)	118+88.5	118+88.5	NB																	
650th St. (E29)	126+85.1	126+85.1	NB																	
650th St. (E29)	127+31.0	127+31.0	NB																	
650th St. (E29)	127+31.0	137+44.3	NB																	
650th St. (E29)	137+44.3	147+79.4	NB																	
650th St. (E29)	147+79.4	154+09.0	NB																	
650th St. (E29)	154+09.0	157+25.10	NB																	
650th St. (E29)	157+25.10	157+25.10	NB																	
650th St. (E29)	157+25.10	152+31.0	NB																	
650th St. (E29)	152+31.0	152+31.0	NB																	
650th St. (E29)	152+31.0	152+31.0	NB																	
650th St. (E29)	127+42.0	127+42.0	NB																	
650th St. (E29)	127+42.0	133+15.0	NB																	
650th St. (E29)	133+15.0	133+15.0	NB																	

103,590	51,744	144,408	0.000	585,281	0.000	0.680	1.108
0.25	2.00	1.25	0.25	1.00	1.00	6.00	6.00
25,895	103,488	180,508	0.000	595,281	0.000	3,880	6,448
Project Total: 1,228,651							

FILE LOCATION: S:\MIDWEST\PROJECTS\STP-S-C085(178)--5E-85\PROJECT\SSA\SSA-TABULATIONS-SHEET.XLS

STORY COUNTY

PROJECT: STP-S-C085(178)--5E-85

DATE: 11/11/11

## HEALTH SCREENING SERVICES AGREEMENT

This Health Screening Services Agreement is made and entered into by and between Mercy Clinics, Inc., d/b/a MercyOne Medical Group Central Iowa (“MercyOne Medical Group”) and Story County (“Employer/Agency”) whose principal place of business is located at 900 6<sup>th</sup> Street, Nevada, Iowa 50302-3087

A. Employer desires to enter into an agreement to obtain health screening services in support of their employment objectives.

B. MercyOne Medical Group is able to provide health screening services that Employer desires to provide to its employees.

NOW, THEREFORE, the parties desire to enter into an agreement setting forth the terms and conditions under which MercyOne Medical Group shall provide health screening services to Employer and its employees.

### 1. **Term and Termination.**

a. **Term.** The term of this Agreement shall be for one (1) year commencing on 12/6/2023 (the “Start Date”). This paragraph shall not limit the rights of either party otherwise provided by law, to terminate this Agreement or take other proper action in the event of breach by the other party.

b. **Without Cause Termination.** Either party may terminate this Agreement without cause by providing the other party with at least 60 days’ advanced written notice of its intent to terminate.

2. **Services.** During the term of this Agreement, MercyOne Medical Group shall make available to Employer the health screening services set forth in the attached Exhibit A (the “Services”). It is understood between the parties that these Services and their pricing as set forth in Exhibit A may be amended from time to time.

In the event certain requested services and/or tests cannot be provided by MercyOne Medical Group or at MercyOne Medical Group service locations, or are required to be performed outside MercyOne Medical Group business hours, such services and/or testing may be performed at a location of an MercyOne Medical Group affiliate or by staff employed by a MercyOne Medical Group affiliate (such as [appropriate MercyOne Entity]). Such services and testing may be charged at a different rate than those listed on the attached Exhibit A.

3. **Records.** MercyOne Medical Group will maintain all records regarding Services rendered pursuant to the terms and conditions of this Agreement, for a period of ten (10) years, or until final disposition of a legal challenge to which the records relate, provided MercyOne Medical Group has been notified of such challenge by Employer. All records shall be maintained as confidential, and will be released only as directed by Employer, the employee / test subject or employee applicant (hereinafter collectively referred to “Test Subject”), as required by law, or as reasonably necessary to the performance of this Agreement.

4. **Fees and Payment.** MercyOne Medical Group fees for services rendered pursuant to the terms and conditions of this Agreement are set forth in the attached Exhibit A. MercyOne Medical Group shall submit an invoice for fees to Employer on a monthly basis, and Employer shall remit full payment to MercyOne Medical Group within thirty (30) days after receipt of invoice.

5. **Indemnification.** Unless otherwise specified herein and to the extent permitted by law, each party agrees to defend, indemnify and hold harmless the other party (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the indemnified party, including reasonable attorney’s fees, directly arising out of or in connection with the indemnifying party’s performance of any service or any other act or omission by or under the direction of the indemnifying party or its officers, agents or employees.

If any event occurs giving rise to a claim for indemnification hereunder, the party against whom indemnification is sought shall be entitled to prompt written notice thereof from the other party hereto (including a full disclosure of all facts and circumstances giving rise to the claim of indemnification). In such an event, the indemnified party shall have the option of either providing its own defense for which the indemnifying party shall promptly pay the indemnified party its reasonable costs and expenses or the indemnified party may tender the defense to the indemnifying party which shall assume it. The parties shall mutually agree to any and all settlement of disputes covered by this indemnification provision.

6. **Independent Contractor Status.** None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties, nor any of their respective officers, directors, employees or agents, shall have the authority to bind the other or shall be deemed or construed to be the agent, employee or representative of the other except as may be specifically provided herein. Neither party, nor any of their employees or agents, shall have any claim under this Agreement or otherwise against the other party for social security benefits, worker's compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind.

7. **Excluded Provider Warranty.** Each party hereby represents and warrants that it is not now and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party hereby agrees to immediately notify the other of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid. Each party further represents and warrants that none of its employees are now and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid, and that if an employee of one party becomes so excluded, such employee shall be terminated. In the event that either party is excluded from participation in any federally funded health care program during the term of this Agreement, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Each party shall indemnify the other for any and all damages arising from this Agreement which result from its exclusion from any federally funded health care program, including Medicare and Medicaid.

8. **Jeopardy.** Notwithstanding anything to the contrary contained in the Agreement, in the event the performance by either party of any term, covenant, condition or provision jeopardizes the licensure of MercyOne Medical Group, its participation in, or payment or reimbursement from, Medicare, Medicaid, Blue Cross or other reimbursement or payment programs, or its full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of MercyOne Medical Group, any of MercyOne Medical Group property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing MercyOne Medical Group or any of its services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, MercyOne Medical Group may at its option (i) terminate the Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to the Agreement and, if the parties are unable to resolve the matter within thirty (30) days thereafter, MercyOne Medical Group may, at its option, terminate the Agreement immediately.

9. **Ethical and Religious Directives; Compliance with MercyOne Code of Conduct.** Employer understands and acknowledges that MercyOne Medical Group, including its employees and contractors, abide by the *Ethical and Religious Directives for Catholic Health Care Services*, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time, and as interpreted by the local bishop ("ERDs"). During the term of this Agreement, all services furnished by MercyOne Medical Group under this Agreement or otherwise shall be performed in accordance with the ERDs. As of the Effective Date of this Agreement, the ERDs are available at the following website: <http://www.usccb.org/>. To the extent applicable to the duties and obligations set forth in the Agreement, Employer agrees to take no action that will interfere with MercyOne Medical Group's obligation to conduct its activities in accordance with the ERDs and, in the event that such

obligation is placed at risk, MercyOne Medical Group may at its option terminate the Agreement immediately or work with Employer to eliminate the risk.

Employer recognizes that it is essential to the core values of MercyOne Medical Group that all persons and entities employed by or otherwise contracting with MercyOne Medical Group at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the MercyOne Code of Conduct, as amended from time to time. As of the effective date of the Agreement, the MercyOne Code of Conduct is available at the following website: <http://www.mercydesmoines.org/integrity-compliance>. To the extent applicable to the duties and obligations set forth in the Agreement, Employer agrees to take no action that will interfere with MercyOne Medical Groups' obligation to conduct its activities in accordance with the MercyOne Code of Conduct and, in the event that such obligation is placed at risk, MercyOne Medical Group may at its option terminate the Agreement immediately or work with Employer to eliminate the risk.

10. **Recordkeeping.** If and to the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of the Agreement, the parties shall make available, upon written request by the Secretary of the Department of Health and Human Services ("the Secretary"), or upon request by the Comptroller General of the United States General Accounting Office ("the Comptroller General"), or any of their duly authorized representatives, a copy of the Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by the parties under the Agreement. The parties further agree that, in the event it/he/she/they carries out any of its/his/her/their duties under the Agreement through a subcontract with a related organization with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

11. **Compliance with All Laws.** Each of the parties represents that its performance under the Agreement shall fully comply with all applicable federal, state and local statutes, rules, regulations, and applicable standards of other professional organizations, and that it shall be deemed a material breach of the Agreement by a party if it shall fail to comply with this representation. If such a breach is not cured in accordance with the Agreement, the non-breaching party may immediately terminate the Agreement without penalty and without limiting any other rights or remedies set forth in the Agreement. Specifically, but not by way of limitation, each of the parties represents that its performance under the Agreement shall comply with all applicable statutes, rules, regulations, accreditation standards and other applicable standards of: Medicare; Medicaid; the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164; the security and privacy provisions of the American Recovery and Reinvestment Act of 2009 and the regulations promulgated thereunder; the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated thereunder, and updates to incorporate any changes to such statutes, rules, regulations, and applicable standards.

12. **Notices.** All notices pertaining to this Agreement shall be in writing and shall be deemed to be duly given when delivered by hand or two (2) days after the notice is mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed to the party at the address listed below.

*If to Employer:*

Story County

Attn: Alissa Wignall  
900 6th Street  
Nevada, Iowa 50302-3087

*If to MercyOne Medical Group:*

MercyOne Medical Group  
Attn: Jennifer Olson  
405 SW 5th Street, Suite E  
Des Moines, Iowa 50309

14. **Miscellaneous.** This Agreement is strictly between, and for the benefit of, MercyOne Medical Group and Employer and their successors and assigns. This Agreement does not create any rights of third parties who are not a party to or signatory to this Agreement. No breach of this Agreement shall be deemed to damage or to be actionable by anyone other than Employer or MercyOne Medical Group and their successors and assigns. This Agreement shall be governed and interpreted under Iowa law, without regard to choice of law principles.

15. **Amendment.** This Agreement may be amended only by written mutual agreement of the parties.

16. **Entire Agreement.** This Agreement and the Exhibits hereto constitutes the entire agreement of the parties and supersede and render null and void all prior and contemporaneous agreements between the parties hereto with respect to the subject matter hereof.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized representatives.

**MercyOne Medical Group**

**Story County**

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

By: 

Name/Title: \_\_\_\_\_

Name/Title: 11/21/23

**EXHIBIT A**  
**Health Screening Services**

**1. Services, Products, and Fee Schedules:**

<b>Product</b>	<b>Product Description</b>	<b>Billing Method</b>	<b>Unit Price*</b>	<b>Amount</b>
Health Screenings with the Wellbeing Survey	Biometrics with venous draw testing and the online health risk assessment.	Direct	See amount	\$80 per participant**  <i>**Anticipating 80 participants</i>

\*All rates reviewed annually and are subject to annual increases.



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

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

**TO:** Story County Board of Supervisors  
**FROM:** Leanne Lawrie Harter, AICP, CFM  
**RE:** Consideration of Capital Improvements Plan Process and Timeframe (FY2025-2029) and Forms  
**DATE:** November 15, 2023

Development of the FY2025-2029 Capital Improvements Plan begins with action by the Board of approve the process and timeframe.

Elected Officials and Department Heads will be asked to submit project requests due in early December. The Board of Supervisors will review the requests alongside discussions on the proposed FY25 budget in early 2023. Formal approval of the Capital Improvements Plan would tentatively occur in April 2024. Attached is the proposed process and timeframe for development of the FY25-29 Capital Improvements Plan.

Elected Officials and Department Heads will submit requests using online forms distributed to them following approval of the timeframe and process by the Board.

Please let me know if you have any questions prior to the meeting.

**APPROVED**      **DENIED**

Board Member Initials: LLH

Meeting Date: 11/21/23

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

\_\_\_\_\_

\_\_\_\_\_



**CAPITAL IMPROVEMENTS PLAN PROCESS AND TIMEFRAME**  
*Tentative*

**FY2025-2029**

<b>Timeframe</b>	<b>Tasks</b>	<b>Comments</b>
November 16, 2023	Tentative Process and Timeline information presented at the EO/DH Meeting	
November 21, 2023	BOS Approve Process and Timeline	
November 21 <sup>st</sup> - December 8 <sup>th</sup>	CIP Request Forms completed and submitted by Elected Officials and Department Heads	Forms are due on or before 4:00 pm on Friday, December 8, 2023
Week of December 11 <sup>th</sup>	CIP Review Committee Meeting #1	Initial review of projects and existing CIP and budget discussion
Week of December 18 <sup>th</sup>	CIP Review Committee Meeting #2 (if needed)	Discussion of projects to be included
Draft CIP prepared and distributed for BOS Budget Worksessions		Distributed prior to January 5, 2024
January 29, 2024	CIP Budget Worksession with BOS – all projects in the proposed CIP will be discussed at this Worksession. EO/DH with items on the proposed CIP are encouraged to attend.	
Week of February 12, 2024	Staff compile changes to Draft CIP	
February 27, 2024	BOS review of Draft CIP	Discussion and direction to seek public input
February 28, 2024 – April 5, 2024	Public Comment Period	
April 16, 2024	BOS review of public input	Direction on revisions to be brought forth for formal adoption
April 30, 2024	Formal Adoption of CIP	Formal action occurs after adoption of the budget
<b>Formal CIP Adoption - runs on a fiscal year basis.</b>		

DRAFT – SCHEDULED FOR REVIEW BY THE BOARD OF SUPERVISORS ON NOVEMBER 21, 2023

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

Prepared By: Leanne Lawrie Harter, Planning and Development Director, Story County Planning and Development Department,  
900 6<sup>th</sup> Street, Nevada, Iowa 50201 | 515-382-7247 | lharter@storycountyiowa.gov

**Please return to:  
Planning and Development**

**STORY COUNTY, IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NO. 24-39**

**RESOLUTION APPOINTING THE PLANNING AND DEVELOPMENT DIRECTOR  
OR DESIGNEE AS THE COMMUNITY RATING SYSTEM (CRS) COORDINATOR  
FOR STORY COUNTY, IOWA**

WHEREAS the Board of Supervisors of Story County, Iowa, participates in the National Flood Insurance Program (NFIP) and started participation in the voluntary Community Rating System (CRS) Program in October 2016 as a Class 7 Community and has maintained the Class since that date.

WHEREAS each year Story County must recertify it is continuing to perform the activities for which it is receiving CRS credit. A “cycle verification visit” takes place every few years and is conducted in the form of another verification visit to the community.

WHEREAS once a community receives its initial classification in the CRS, it must continue to implement its credited activities to keep its classification. To ensure this, Story County is responsible for:

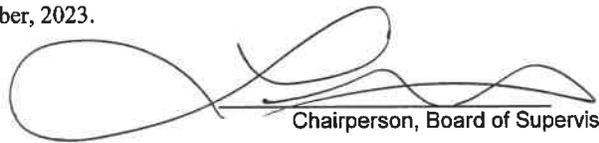
- Designating a community CRS Coordinator—someone familiar with the offices that implement CRS activities;
- Cooperating with the ISO/CRS Specialist and the verification procedures
- Recertifying each year that it is continuing to implement its activities
- Advising FEMA and its ISO/CRS Specialist of modifications to its activities
- Keeping elevation certificates, old FIRMs, and old Flood Insurance Studies for as long as Story County is in the CRS;
- Keeping the records iterated in the activities’ documentation sections until they are reviewed at the verification visit;
- Ensuring that flood protection projects and drainage system maintenance activities are compliant with federal environmental and historic preservation requirements; and
- Participating in the cycle verification process.

AND WHEREAS, Story County may apply only for those activities it is actively undertaking and those it knows it can implement in accordance with the Coordinator’s Manual and it is the responsibility of the CRS Coordinator to track and verify all activities and coordinate public outreach.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors appoints the position of the Planning and Development Director or designee as the Community Rating System (CRS) Coordinator effective November 21, 2023.

IT IS FURTHER RESOLVED that the Chairperson of the Board of Supervisors and the Clerk to the Board of Supervisors are authorized and they are hereby directed to certify a copy of this Resolution as the voluntary act and deed of the Board of Supervisors of Story County, Iowa.

Dated this 21<sup>st</sup> day of November, 2023.

  
Chairperson, Board of Supervisors

Attest:  
  
County Auditor

ROLL CALL  
FOR ALLOWANCE

Latifah Faisal Yea X Nay \_\_\_ Absent \_\_\_  
Lisa Heddens Yea Y Nay \_\_\_ Absent \_\_\_  
Linda Murken Yea Y Nay \_\_\_ Absent \_\_\_

ALLOWED BY VOTE  
OF BOARD

Yea 3 Nay 0 Absent 0

  
CHAIRPERSON

Above tabulation made by JB

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

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

### SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 **IDR.** IDR is an agency of the State of Iowa is authorized, pursuant to Iowa Code chapter 453A and a memorandum of understanding with the Iowa Department of Health and Human Services, to provide enforcement for Iowa's tobacco, alternative nicotine, and vapor product laws. IDR's address for the purposes of this Agreement is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.
- 1.2 **Department.** The Department operates a duly-recognized Iowa law enforcement agency. The Department's address is: 1315 South B Avenue, Nevada, IA 50201.

**SECTION 2. PURPOSE.** The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine, and vapor product enforcement activities in compliance with Iowa Code section 453A.2. The legal authority for this agreement is Iowa Code chapter 28E, Iowa Code section 453A.2, and MOU-2024-ABD01 Memorandum of Understanding between the Iowa Department of Health and Human Services Division of Tobacco Use and Prevention and Control and Iowa Department of Revenue.

**SECTION 3. TERM.** The term of the Agreement shall be from the aforementioned date through June 30, 2024, unless earlier terminated in accordance with the terms of the Agreement.

**SECTION 4. FILING.** Pursuant to Iowa Code section 28E.8, IDR shall electronically file the Agreement with the Iowa Secretary of State, after the Parties have executed the Agreement.

### SECTION 5. RESPONSIBILITIES OF THE PARTIES.

#### 5.1 **Responsibilities of the Department.**

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

#### 5.1.2 **Compliance Checks.**

5.1.2.1 "Compliance checks" means activity to enforce tobacco, alternative nicotine, and vapor product laws in accordance with Iowa Code section 453A.2 within the jurisdiction of the Department. Compliance checks also may include enforcement of Iowa Code section 453A.2 within additional jurisdictions upon agreement of the Parties. IDR shall make available to the Department the location of each tobacco, alternative nicotine, and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

5.1.2.2 The Department shall perform one (1) **compliance check** of each tobacco, alternative nicotine and vapor product permit holder within

the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine, and vapor products are age-restricted pursuant to Iowa Code section 453A.2 and are therefore included in the I-pledge program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

- 5.1.2.3 **The Department shall not begin to conduct any retailer compliance checks until October 1, 2023.**
- 5.1.2.4 The compliance check shall be completed and submitted for reimbursement to IDR by **February 15, 2024**. The Department should try to complete a compliance check of all seasonal businesses, such as golf courses, marinas, and bait shops, before the businesses close for the 2023 business year, but not before October 1, 2023. If the Department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2023 business year, the Department shall work with IDR to establish a plan for completing these compliance checks.
- 5.1.2.5 The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2024**.
- 5.1.2.6 Clerks that fail compliance checks shall be ticketed criminally.
- 5.1.2.7 The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine, and vapor product permit to the retailer where the offense was committed.
- 5.1.2.8 If the Department fails to complete and submit reimbursement for compliance checks to IDR by **February 15, 2024**, IDR will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that IDR may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.
- 5.1.3 **Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers is strongly encouraged, where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with Section 6 . Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) ***will not allow underage purchasers under the age of sixteen*** to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

- 5.1.4 **Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.
  - 5.1.5 **Civil Proceedings.** The Department shall cooperate with city, county, and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine, and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
  - 5.1.6 **Compliance Reports.** The Department shall provide monthly reports to IDR in the manner prescribed by IDR.
  - 5.1.7 **Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine, and vapor product enforcement activities. The Department shall provide all office space, equipment, and personnel necessary to conduct tobacco, alternative nicotine, and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing, and compensation of its officers.
- 5.2 **Responsibilities of IDR.**
- 5.2.1 **Enforcement Guidance.** IDR shall provide guidance on tobacco, alternative nicotine, and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
  - 5.2.2 **Payment.** IDR shall pay the Department in the manner described in Section 6 of this Agreement.
  - 5.2.3 **Cooperation.** If IDR believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, IDR shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine, and vapor product enforcement activities. IDR shall have no authority to discipline or reassign an officer, except that IDR shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.
  - 5.2.4 **Insurance, Benefits, and Compensation.** IDR shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance, and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. IDR shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

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

- 6.1 **Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.

- 6.2 **Eligible Claims.** Compliance checks that are conducted on or after October 1, 2023 are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 **Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 **Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.4 **Payment in Arrears.** IDR shall verify the Department's performance and compliance with this Agreement before making payment. IDR shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514. IDR may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Unless otherwise agreed in writing by the Parties, the Department shall not be entitled to receive any other payment or compensation from IDR or the State of Iowa for any Compliance Checks not compliant with this Agreement. The Department shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Agreement.

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

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

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

**SECTION 10. TERMINATION.**

- 10.1 **Termination for Convenience.** Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.
- 10.2 **Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, IDR shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

- 10.2.1 The legislature or governor fail in the sole opinion of IDR to appropriate funds sufficient to allow IDR to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;
  - 10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by IDR to make any payment hereunder are insufficient or unavailable for any other reason as determined by IDR in its sole discretion;
  - 10.2.3 If IDR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;
  - 10.2.4 If IDR's duties, programs or responsibilities are modified or materially altered;
  - 10.2.5 If there is a decision of any court, administrative law judge, or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects IDR's ability to fulfill any of its obligations under this Agreement. IDR shall provide the Department with written notice of termination pursuant to this section.
- 10.3 **Termination for Cause**. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:
- 10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;
  - 10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;
  - 10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;
  - 10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.
- 10.4 **Notice of Default**. If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
- 10.4.1 Immediately terminate the Agreement without additional written notice; or,
  - 10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

**SECTION 11. CONTACT PERSON.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

**SECTION 12. CONTRACT ADMINISTRATION.**

- 12.1 **Amendments**. The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 12.2 **Third Party Beneficiaries**. There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit IDR and the Department.

- 12.3 **Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Agreement shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IDR or the State of Iowa.
- 12.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other party.
- 12.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 12.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 12.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 12.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between IDR and the Department for the services provided in connection with the Agreement.
- 12.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of IDR and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach, the right to require performance with respect thereto, or to claim a breach with respect thereto.
- 12.10 **Notices.** Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person listed below at the address specified. From time to time, the Parties may change the name and address of an individual designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein. Such change shall not require an amendment to this Agreement. Each such notice shall be deemed to have been provided:
- 12.10.1 At the time it is actually received; or,
- 12.10.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- 12.10.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

Party: IDR \_\_\_\_\_  
 Name: Jessica Ekman \_\_\_\_\_  
 Title: Tobacco Program Coordinator \_\_\_\_\_  
 Address: 1918 SE Hulsizer Road \_\_\_\_\_

City, State Zip Code Ankeny, Iowa 50021  
Phone Number: (515) 281-7434  
E-mail Address Ekman@iowaabd.com

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

- 12.11 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied, or un-discharged.
- 12.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 12.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 12.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:  
12.14.1 It has the right, power, and authority to enter into and perform its obligations under the Agreement.  
12.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery, and performance of the Agreement, and the Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.
- 12.15 **Successors in Interest.** All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.
- 12.16 **Record Retention and Access.** The Department shall maintain accurate, current, and complete records of the financial activity of this Agreement which sufficiently and properly document and calculate all charges billed to IDR throughout the term of this Agreement and for a period of at least three years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. The Department shall permit IDR, the Auditor of the State, or any other authorized representative of the State and, where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronically or optically stored and created records, or other records of the Department relating to invoices or payments or any other documentation or materials pertaining to this

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

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

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

**SECTION 13. EXECUTION.**

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

<b>Iowa Department of Revenue</b>	
<b>Signature</b>	<b>Date</b>
<b>Name:</b>	
<b>Title:</b>	

<b>Story County Sheriff</b>	
<b>Signature</b>	<b>Date</b> 11/20/23
<b>Name:</b> Latifah Haisal	
<b>Title:</b> Chair	

## STORY COUNTY UTILITY PERMIT

Date 11/16/23

To the Board of Supervisors, Story County, Iowa:

The Interstate Power & Light Company (Alliant Energy) Company, incorporated under the laws of Iowa, with its principal place of business at 1284 XE Place, Ames, IA 50014, 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 underground Primary Electric on secondary route 140th St, from from the north side to the south side, a distance of .0123 miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows: We will be directional boring 2" where the new house is going in at 60767 140th St from the north side to the south side to existing pole. Will also install a 3 phase junction cabinet on the north side of 140th St. on the edge of county right of way, east of new customer's driveway. Will have road signs according to I.D.O.T. specifications.
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 10-13-2023

Interstate Power & Light Company (Alliant Energy)  
Name of Company (Applicant - Permittee)

Blaine Tibben 515-268-3434  
by Phone no.

Recommended for Approval:

Date 11-16-23

  
County Engineer 515-382-7355  
Phone no.

Approved:

Date 11/21/23

  
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.**

NEW HOME



610TH AVE →

JUNCTION CAB →

NEW U.G. PRIMARY  
IN CONDUIT →

← REMOVING O.H. SECONDARY



## STORY COUNTY UTILITY PERMIT

Date 11/17/23

To the Board of Supervisors, Story County, Iowa:

The Interstate Power and Light (Alliant Energy) Company, incorporated under the laws of Iowa, with its principal place of business at 1284 Xe Place, Ames, IA 50014, 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 Power/Electric on secondary route (multiple), from 500th, 510th, 520th, & 530th Ave. to 270th, 280th, & 300th Street, a distance of 20 miles.

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

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

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

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

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

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

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

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

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

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

Date 11/16/23

Interstate Power and Light (Alliant Energy)  
Name of Company (Applicant - Permittee)

Luke Feilmeier (515) 268-3433  
by Phone no.

Recommended for Approval:

Date 11-17-23

  
County Engineer 515-382-7355  
Phone no.

Approved:

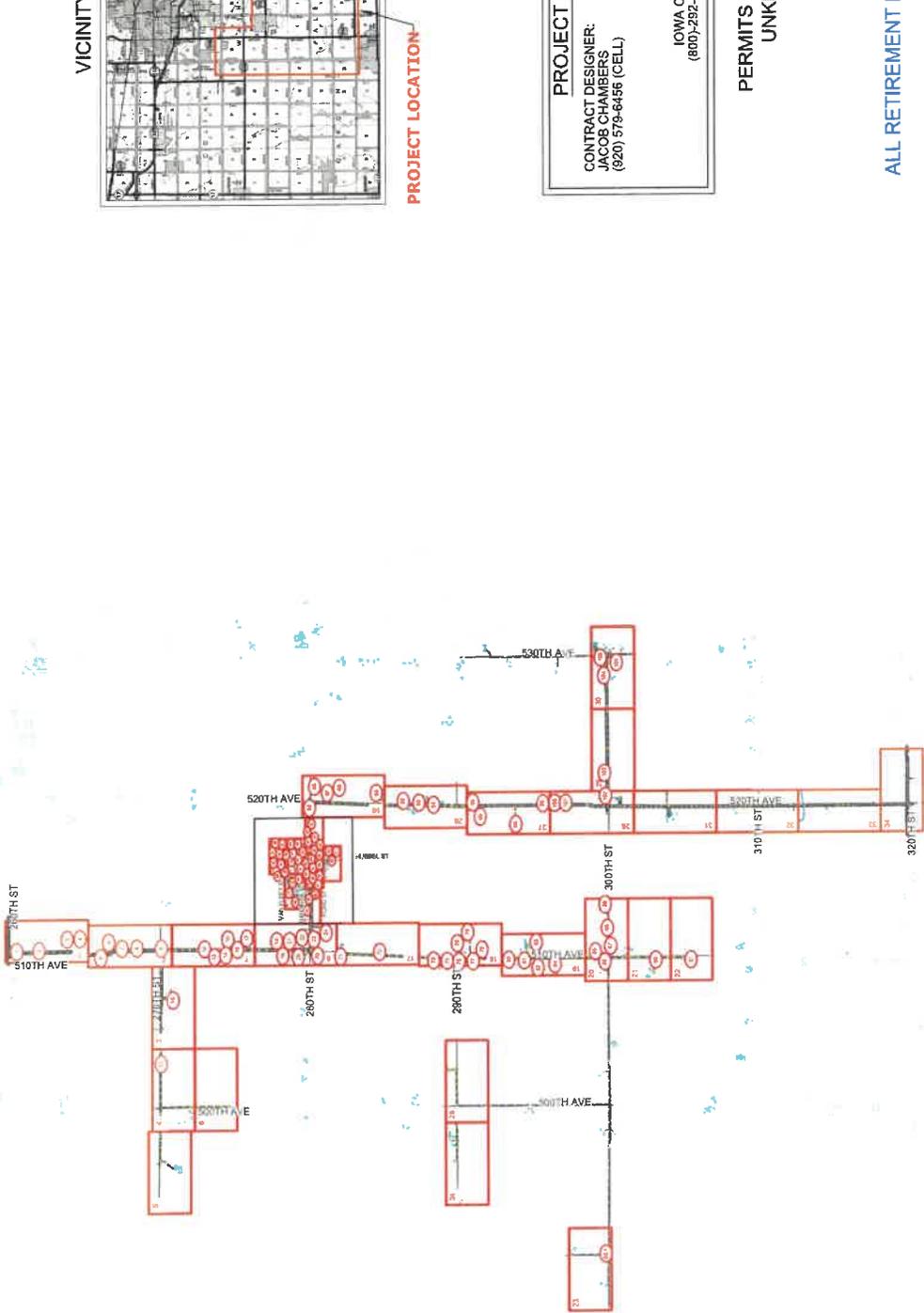
Date 11/21/23

  
Chair, Board of Supervisors  
Story County, Iowa

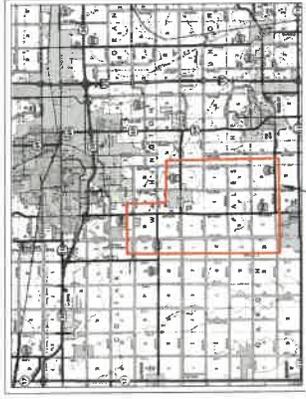
**Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.**

Interstate Power & Light (Alliant Energy) is proposing a life extension project to the existing electric facilities within ROW. This project will include replacing old cutouts, tighten loose down guys, replace missing bird cap's on arresters, replace old arresters, straighten leaning poles, etc. Please see first overview page for plat map location (upper right corner).

UTILITIES SHOWN ON THIS PLAN ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND DEPTHS OF ALL UTILITIES FROM FIELD VERIFICATION AND CONTACT WITH UTILITY OWNERS. CONTRACTOR IS TO FOLLOW NESC CODE AND ALLIANT ENERGY IPL CONSTRUCTION STANDARDS AT ALL TIMES. GUYING, ANCHORING, POLE LOCATION AND CONDUCTOR ARE SHOWN TO REFLECT GENERAL. REAL WORLD LOCATIONS AND DIRECTION, AND SHOULD NOT BE INTERPRETED AS EXACT. SOME INTENDED STRUCTURE LOCATIONS AND DIRECTIONS ARE MANIPULATED FOR DRAWING NEATNESS AND CLARITY. FIELD VERIFICATION IS REQUIRED PRIOR TO CONSTRUCTION. RIGHT OF WAY AND PARCELS ARE DEPICTED IN ACCORDANCE WITH AVAILABLE COUNTY GIS DATA.



VICINITY MAP



PROJECT LOCATION



**PROJECT CONTACTS**  
 CONTRACT DESIGNER: ALLIANT ENERGY CONTACT:  
 JACOB CHAMBERS  
 (920) 379-6456 (CELL)  
 IOWA ONE CALL:  
 (800) 292-6989 OR 811  
 PROJECT ENGINEER: ALLIANT ENERGY CONTACT:  
 MI-TECH ENGINEERS  
 OFFICE: (515) 286-3433

PERMITS REQUIRED:  
 UNKNOWN



ALL RETIREMENT IS BLUE

ALLIANT ENERGY HAS DIRECTED THAT ENGINEERING RISING TO THE LEVEL OF PROFESSIONAL ENGINEERING IS NOT REQUIRED FOR THIS PLAN. A MI-TECH ENGINEER DOES NOT REVIEW THE PLAN SET, INCLUDING ALL CALCULATIONS OR ANALYSIS, FOR THE INTENT OF PROVIDING PROFESSIONAL ENGINEERING SERVICES. ALL PROFESSIONAL ENGINEERING OR DESIGN ISSUES OR QUESTIONS SHALL BE DIRECTED TO ALLIANT ENERGY. MI-TECH WILL USE INDUSTRY STANDARDS FOR REVIEWS AND COMPLETION OF THE SCOPE OF SERVICES FOR ALLIANT ENERGY.

		<b>SYMBOL LEGEND</b>		ALLIANT ENERGY 		LOCATION: KELLEY, IA	
		ALLIANT ENERGY WORK REQUEST # 4309056		FILED BY: J.C. DATE: 9/29/2023		DESIGNED BY: J.C. DATE: 9/29/2023	
APPROVAL DATE: A.S.		APPROVAL DATE: A.S.		APPROVAL DATE: A.S.		APPROVAL DATE: A.S.	

**LINE TYPES**

- EXISTING SECONDARY/SERVICE
- NEW SECONDARY
- EXISTING LINE UG
- NEW 1PH LINE UG
- NEW 3PH LINE UG
- EXISTING LINE OH
- NEW 3PH LINE OH
- EXISTING LINE OH
- NEW 1PH LINE OH
- EXISTING GAS
- NEW GAS
- EXISTING WATER
- NEW WATER
- EXISTING ELECTRICAL
- NEW ELECTRICAL
- EXISTING STORM
- NEW STORM
- EXISTING SANITARY
- NEW SANITARY
- EXISTING CABLETV
- NEW CABLETV
- EXISTING TELEPHONE
- NEW TELEPHONE

**SYMBOL LEGEND**

- TRANSMISSION POLE NEW
- TRANSMISSION POLE EXISTING
- ANCHOR NEW
- ANCHOR EXISTING
- FUSE NEW
- FUSE EXISTING
- GROUND NEW
- GROUND EXISTING
- TRANSFORMER 3PH PAD MOUNTED NEW
- TRANSFORMER 3PH PAD MOUNTED EXISTING
- TRANSFORMER 3PH POLE MOUNTED NEW
- TRANSFORMER 3PH POLE MOUNTED EXISTING
- TRANSFORMER 2PH POLE MOUNTED NEW
- TRANSFORMER 2PH POLE MOUNTED EXISTING
- TRANSFORMER 1PH POLE MOUNTED NEW
- TRANSFORMER 1PH POLE MOUNTED EXISTING
- NEW POLE
- POWER PFD NEW
- POWER PFD EXISTING
- WARNING MARKER
- METER
- PHABUS
- SIGNS
- STREET LIGHT
- COMM PEDESTAL
- CAPACITOR NEW
- CAPACITOR EXISTING
- SWITCH H.O. NEW
- SWITCH H.O. EXISTING
- SWITCH H.C. NEW
- SWITCH H.C. EXISTING

## Feedback and Comments from the After-Action Review of the COOP/COG

### STRENGTHS

- There was good communications with the departments.
- Good effort was made to allow our agency to continue operations within the building throughout the event.
- Flexibility of county workers/leaders
- Communication was good
- Story County had a great Coop/Cog plan in place
- The support of other office holders and department heads. We all worked together.
- We have a COOP/COG. That put us way ahead of most counties.
- Responsiveness of Facilities and IT. This was crucial.
- Weekly communications with each department.
- Weekly reports were streamlined.
- Because of training we all knew what to do when activation occurred.
- The regular meetings
- The cooperation between offices and departments
- Staff coordination/ coordination of all who needed to be involved in the meetings.
- Implementation of safety measures.
- Building closure & Public notification.
- Getting Zoom set up.
- Building Signage
- Cleaning supplies
- Masks, plexy glass
- Coordinating how offices will continue to operate to serve the public.
- Willing participants who stepped up as needed.
- Ability to reach people when needed.
- The group leading the process were on top of what needed to be done when it needed to be done.
- Communications between all of the departments went well at the start.
- Facilities responded quickly and worked well with us to provide the protective plexiglass, the new in-office dropbox, and surface cleaning materials.

**APPROVED**  
**Board Member Initials:**   
**Meeting Date:** 11/21/23  
**Follow-up action:**

**Interoffice**  
**MEMORANDUM**

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**Story County Sheriff's Office**

**To:** Sheriff Paul Fitzgerald *Fitz*  
**From:** LT Leanna Ellis  
**Date:** November 15, 2023  
**Re:** Vehicle purchase

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The Story County Sheriff's Office had budgeted for seven vehicles (this does not include the Rapid Deployment Vehicle) in FY23 and seven in FY24. Out of those 14 vehicles, we have been able to receive and put in service three. I am expecting five 2023 Ford Utility Interceptors to arrive yet and am requesting to order six 2024 Ford F150 Responders to complete the remaining purchases needed to maintain our fleet.

Budgeted funds in 635-10 for FY24 include \$354,900 and \$173,000 carried over from FY23 for a total of \$527,900. Cost for the incoming 2023 Explorers total \$241,335, bringing the balance to \$286,565.

Six 2024 Ford F150 Responders with the attached specifications under state bid pricing (\$49,652 each) will cost **\$297,912**.

Two of the six requested in this purchase will be replacing vehicles that have sustained disabling/total loss damage. Therefore, funding for one or both of those vehicles may come from the insurance reserve line item and partially reimbursed by restitution/third party insurance.

Thank you for your consideration in this matter.

*Pending Approval by the BOS!*

**APPROVED** **DENIED**  
Board Member Initials: *LE*  
Meeting Date: 11/21/23  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STIVERS FORD LINCOLN**  
 1450 East Hickman Rd  
 Waukee, Ia. 50263

**2024 State of Iowa F150 Responder crew cab 4X4**

The only PURSUIT pickup produced in North America. Top speed is now 120 MPH

2024 Ford F150 Responder CREW CAB 4x4 with speed control, tilt wheel, Air conditioning  
 400 HP 3.5 Ecoboost engine with 10 speed automatic transmission, 3.31 locking rear axle,  
 cloth 40/blank/40 seat, vinyl rear bench, power drivers seat, power windows/locks,  
 LT265/70R 18 BSW (A/T) tires, remote keyless entry w/ fleet key, 2 speed shift on the fly transfer case  
 remote keyless entry, 2 speed shift on the fly transfer case, 8" center screen  
 blue tooth hands free system, privacy glass w/ defroster, AMFM MP3 player,  
 Skid plates: fuel tank, transfer case and front differential, 60 month/100,000 mile  
 powertrain warranty.

STATE CONTRACT PRICE \$46,897

Functional options

Power sliding rear window	\$ 350	<input type="checkbox"/>
Floor carpeting	\$ 145	<input type="checkbox"/>
Weathertek front floor mats	\$ 200	<input type="checkbox"/>
Molded mud flaps	\$ 275	<input type="checkbox"/>
Rear wheel liner	\$ 180	<input checked="" type="checkbox"/>
Factory platform running boards	\$250	<input checked="" type="checkbox"/>
Delete block heater	(\$25)	<input type="checkbox"/>
Delete daytime running lights	\$ (15)	<input checked="" type="checkbox"/>
Chrome bumpers and fog lamps	\$ 325	<input type="checkbox"/>
Interior upgrade (included floor console, carpet, cloth rear seat. Shifter remains on column)	\$ 610	<input type="checkbox"/>

Police & Safety Equipment

LED Warning Strobes -RED/BLUE by sound off includes center high-mounted stop light bar and two (2) roof beacons that provide 360 degree visibility	\$ 650	<input type="checkbox"/>
Keyed alike options; 2 extra keys and fobs	\$300	<input type="checkbox"/>
1284	\$ 50	<input type="checkbox"/>
1294	\$ 50	<input checked="" type="checkbox"/>
O135	\$ 50	<input type="checkbox"/>
1435	\$ 50	<input type="checkbox"/>
O576	\$ 50	<input type="checkbox"/>
O151	\$ 50	<input type="checkbox"/>
O111	\$ 50	<input type="checkbox"/>
Back up alarm	\$ 140	<input type="checkbox"/>
Reflex HD spray in bedliner	\$ 595	<input checked="" type="checkbox"/>
Box hard cover	\$ 995	<input type="checkbox"/>
Retractable bed cover	\$ 1,695	<input checked="" type="checkbox"/>
Bed mat	\$ 150	<input type="checkbox"/>
Soft roll up tonneau cover	\$ 595	<input type="checkbox"/>

Delivery available for \$3.50 per mile one way

Total price FOB Waukee **\$49,652**