

The Board of Supervisors met on 11/28/23 at 10:00 a.m. in the Story County Administration Building. Linda Murken, and Lisa Heddens, with Murken presiding, Latifah Faisal absent. (all audio of meetings available at storycountyiowa.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

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

BID OPENING FOR THE BRIDGE REPLACEMENT ON 535TH AVENUE OVER BALLARD CREEK IN SECTION 15 OF TOWNSHIP 82N-24W (PALESTINE TOWNSHIP) (L-P15E--73-85): Darren Moon, Engineer, reported on the project was originally let last January and only one bid with received. The project was delayed and the design modified. Moon and Tyler Sparks, Assistant Engineer, opened bids: 1) Christensen Bros, Inc., Cherokee, Iowa, bid bond signed and attached, total bid at \$640,715.15; 2) Cunningham-Reis LLC, Van Meter, Iowa, bid bond signed and attached, total bid at \$720,393.70; 3) Dixon Construction, Correctionville, Iowa, bid bond signed and attached, total bid at \$727,577.20; 4) Herberger Construction Co., Indianola, Iowa, bid bond signed and attached, total bid bond at \$761,044.41; 5) Iowa Bridge & Culvert, LC, Washington, Iowa, bid bond signed and attached, total bid at \$716,759.25; 6) Peterson Contractors, Reinbeck, Iowa, bid bond signed and attached, total bid at \$700,149.83. Sparks stated they will review bids in detail and return to the Board with an award recommendation.

MINUTES: 11/21/23 Minutes and 11/21/23 Canvass Minutes - Heddens moved, Murken seconded approving the 11/14/23 Minutes and 11/14/23 Canvass Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) end of assignment, effective 11/19/23, in a) Planning & Development for Marcus Amman @ \$2,446.01/bw; 2) new hire, effective 11/28/23, in a) Conservation for Paige Higby @ \$13.50/hr; 3) pay adjustment, effective 12/3/23, in a) Animal Control for Katelyn Cash @ \$26.36/hr; b) Secondary Roads for Andrew Naumann @ \$3,721.89; c) Sheriff's Office for Cody Hamilton @ \$2,775.70/bw; 4) transfer, effective 12/3/23, in Sheriff's Office for Brandon Lendt @ \$2,344.20/bw. Heddens moved, Murken seconded approving these Personnel Actions as listed. Roll call vote. (MCU)

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

1. Contract with Roseland Mackey Harris (RMH) Architects for design and engineering services for the County Attorney Office remodel project, effective 10/1/23-10/31/25, for \$67,600.00
2. Yearly Subscription Fees for Tyler Technologies Maintenance, effective 1/1/24-12/31/24, for \$38,750.26
3. Resolution #24-35, to Abate Property Taxes on a parcel owned by a political subdivision pursuant to *Code of Iowa* §445.63
4. Stagecoach Stables Commercial Site Plan for a storage lean-to
5. West Peterson Park Commercial Site Plan for three picnic shelters
6. Training Agreement with Sarah Noll Wilson for 1/17/24 Workshop for \$4,750.00
7. Utility Permit: #24-7331
8. Termination of the Professional Consultant Services Agreement as Medical Examiner Investigator (MEI) for Lisa Verville
9. Appointment of Mark Bethel as Medical Examiner Investigator

Roll call vote. (MCU)

SALVATION ARMY REQUEST FOR \$5,000.00 FOR STORY COUNTY VEHICLE MAINTENANCE AND REPAIR FUND: Heddens reported this is a new program which began in January of 2023 that provides up to \$300.00 to Story County residents unable to afford repairs and/or maintenance on their vehicles. It is currently funded from a mix of one-time private donations and grants. The Salvation Army has requested the program be funded through the Analysis of Social Services Evaluation Team (ASSET) process. In the meantime, it is requesting one-time funding from the County of \$5,000.00 to support the program in calendar 2024. Sandra King, Director of External Operations and County Services, asked what if the program is funded by ASSET in FY25. Discussion took place. Heddens moved, Murken seconded approving the Salvation Army request for \$5,000.00 for Story County Vehicle Maintenance and Repair Fund from General Fund unassigned dollars. Roll call vote. (MCU)

DIRECTION OF THE PROVIDER AGREEMENT FOR THE NEVADA NEWSLETTER FOR FY25 FOR \$2,900.00:

Bryce Garman, Communications Assistant, reported on cost increases for both postage and printing leading to an increased annual cost. Marlys Barker, Development and Communications Specialist, City of Nevada, stated the publication goes to the entire Nevada school district. Murken directed Garman to bring the revised contract back to the Board for consideration.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Heddens and Murken both reported on upcoming items.

Heddens moved, Murken seconded to adjourn at 10:22 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building, 900 6th St., Nevada, IA
11/28/23

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

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

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

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

Please click the link below to join the webinar:

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

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

Passcode: 740703

Or Telephone:

Webinar ID: 832 1953 4107

Passcode: 934031

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. Bid Opening For The Bridge Replacement On 535th Ave.; Over Ballard Creek In Section 15-82-24(L-P15E--73-85)

Department Submitting Engineer

7. AGENCY REPORTS:
8. CONSIDERATION OF MINUTES:
 - I. 11/21/23 Minutes And 11/21/23 Canvass Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:
 - I. Action Forms

1) end of assignment, effective 11/19/23, in a) Planning & Development for Marcus Amman @ \$2,446.01/bw; 2) new hire, effective 11/28/23, in a) Conservation for Paige Higby @ \$13.50/hr; 3) pay adjustment, effective 12/3/23, in a) Animal Control for Katelyn Cash @ \$26.36/hr; b) Secondary Roads for Andrew Naumann @ \$3,721.89; c) Sheriff's Office for Cody Hamilton @ \$2,775.70/bw; 4) transfer, effective 12/3/23, in Sheriff's Office for Brandon Lendt @ \$2,344.20/bw.

Department Submitting HR

10. CONSENT AGENDA:

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

- I. Consideration Of Contract Between Story County And RMH Architects For Design And Engineering Services For Story County Attorney Office Remodel Effective 10/1/23-10/31/25 For \$67,600 (Budgeted).

Department Submitting Facilities Management

Documents:

RMH.PDF

- II. Consideration Of Yearly Subscription Fees Between Story County And Tyler Technologies Maintenance 1/1/24-12/31/24 For \$38,750.26 (Budgeted)

Department Submitting Information Technology

Documents:

TYLER CONTENT MANAGER.PDF

- III. Consideration Of Resolution #24-35, To Abate Property Taxes On Parcel Owned By A Political Subdivision

Department Submitting Auditor

Documents:

RES2435.PDF

- IV. Consideration Of Stagecoach Stables Commercial Site Plan For A Storage Lean-To

Department Submitting Planning & Development

Documents:

STAFF MEMO.PDF
SITE PLAN.PDF
PROJECT DRAWINGS.PDF
PERMIT APPLICATION.PDF

V. Consideration Of West Peterson Park Commercial Site Plan For Three Picnic Shelters

Department Submitting Planning & Development

Documents:

STAFF MEMO.PDF
SITE PLAN.PDF
CONSTRUCTION DRAWINGS.PDF
PERMIT APPLICATION.PDF

VI. Consideration Of Training Agreement With Sarah Noll Wilson For January 17, 2024
Workshop For \$4,750.00

Department Submitting Human Resources

Documents:

SNW AGREEMENT.PDF

VII. Consideration Of Utility Permit(S): #24-7331
Consent

Department Submitting Engineer

Documents:

UT 27 7331.PDF

VIII. Consideration Of Termination Of The Professional Consultant Services Agreement For
Medical Examiner Investigator (MEI) Lisa Verville

Department Submitting Board of Supervisors

IX. Consideration Of Appointment Of Mark Bethel For Medical Examiner Investigator

Department Submitting Board of Supervisors

Documents:

BETHEL.PDF

11. PUBLIC HEARING ITEMS:

12. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Salvation Army Request For \$5000 For Story County
Vehicle Maintenance & Repair Fund – Lisa Heddens

Department Submitting Board of Supervisors

Documents:

SC BOS PROPSAL FOR VMRF 2023.PDF
VEHICLE REPAIR AND MAINTENANCE FUND REPORT JULY 2023.PDF
STORY COUNTY VEHICLE FUND FOR PARTNERS AND DONORS.PDF

13. DEPARTMENTAL REPORTS:

14. OTHER REPORTS:

- I. Discussion And Direction Of The Provider Agreement For The Nevada Newsletter For FY2025 For \$2,900 - Bryce Garman

Department Submitting Board of Supervisors

Documents:

NEVADACONTRACTFY25.PDF

15. UPCOMING AGENDA ITEMS:

16. 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.

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

18. 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
11/28/23

NAME

AGENCY

DIREN MORRIS
Tyler Sparks
Briley Dixon
Jon Jackson
Cameron Collier
Sundabp

ES&G
Engineer's office
Dixon CON
Patson Contractors Inc
Herberger Construction Inc
BUS

Story County Secondary Road Letting
Project: L-(P15E)--73-85

Project Number L-C085(P15E)--73-85, 535th Ave. Bridge Replacement		Engineers Estimate				BOULDER CONTRACTING, LLC. GRUNDY CENTER, IA		CHRISTENSEN BROS., INC., CHEROKEE, IA		CUNNINGHAM-REIS, LLC VAN METEER, IA		DIXON CONSTRUCTION CO. CORRECTIONVILLE, IA		
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
1	CLEARING AND GRUBBING	0.9	ACRE	\$6,000.00	\$5,400.00									
2	EXCAVATION, CLASS 10, ROADWAY AND BORROW	1344.1	CY	\$11.00	\$14,785.10									
3	EXCAVATION, CLASS 10, CHANNEL	71.0	CY	\$11.00	\$781.00									
4	TOPSOIL, STRIP, SALVAGE AND SPREAD	240.4	CY	\$11.00	\$2,644.40									
5	REMOVAL OF EXISTING BRIDGE	1	LS	\$33,000.00	\$33,000.00									
6	EXCAVATION, CLASS 20	119	CY	\$60.00	\$7,140.00									
7	STRUCTURAL CONCRETE (BRIDGE)	263.4	CY	\$1,000.00	\$263,400.00									
8	REINFORCING STEEL	64861	LB	\$1.90	\$123,225.90									
9	CONCRETE OPEN RAILING, TL-4	242.9	LF	\$100.00	\$24,290.00									
10	PILES, STEEL, HP 10 X 42	60	LF	\$60.00	\$3,600.00									
11	CULVERT, CORRUGATED METAL ENTRANCE PIPE, 15 IN. DIA.	1930	LF	\$70.00	\$135,100.00									
12	CONCRETE ENCASMENT OF STEEL H PILES, HP 10 X 42 (P10L TYPE 3)	353.2	LF	\$160.00	\$56,512.00									
13	ENGINEERING FABRIC	878.2	SY	\$4.00	\$3,512.80									
14	REVISION, CLASS E	682	TON	\$75.00	\$51,150.00									
15	REVISION, REMOVE AND REPLACE	19.1	CY	\$70.00	\$1,337.00									
16	SAFETY CLOSURE	1	EACH	\$275.00	\$275.00									
17	TRAFFIC CONTROL	1	LS	\$3,400.00	\$3,400.00									
18	MOBILIZATION	1	LS	\$40,000.00	\$40,000.00									
19	SILT FENCE FOR DITCH CHECKS	84	LF	\$16.00	\$1,344.00									
20	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	240	LF	\$3.00	\$720.00									
TOTAL =					\$771,428.20	TOTAL =		\$640,715.15	TOTAL =		\$20,393.70	TOTAL =		\$787,577.20

Project Number L-C085(P15E)--73-85, 535th Ave. Bridge Replacement		HERBERGER CONSTRUCTION CO., INC. INDIANOLA, IA				IOWA BRIDGE & CULVERT, L.C. WASHINGTON, IA		PETERSON CONTRACTORS INC. REINBECK, IA		TAYLOR CONSTRUCTION, INC. NEW VIENNA, IA				
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount			
1	CLEARING AND GRUBBING	0.9	ACRE											
2	EXCAVATION, CLASS 10, ROADWAY AND BORROW	1344.1	CY											
3	EXCAVATION, CLASS 10, CHANNEL	71.0	CY											
4	TOPSOIL, STRIP, SALVAGE AND SPREAD	240.4	CY											
5	REMOVAL OF EXISTING BRIDGE	1	LS											
6	EXCAVATION, CLASS 20	119	CY											
7	STRUCTURAL CONCRETE (BRIDGE)	263.4	CY											
8	REINFORCING STEEL	64861	LB											
9	CONCRETE OPEN RAILING, TL-4	242.9	LF											
10	CULVERT, CORRUGATED METAL ENTRANCE PIPE, 15 IN. DIA.	1930	LF											
11	PILES, STEEL, HP 10 X 42	60	LF											
12	CONCRETE ENCASMENT OF STEEL H PILES, HP 10 X 42 (P10L TYPE 3)	353.2	LF											
13	ENGINEERING FABRIC	878.2	SY											
14	REVISION, CLASS E	682	TON											
15	REVISION, REMOVE AND REPLACE	19.1	CY											
16	SAFETY CLOSURE	1	EACH											
17	TRAFFIC CONTROL	1	LS											
18	MOBILIZATION	1	LS											
19	SILT FENCE FOR DITCH CHECKS	84	LF											
20	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	240	LF											
TOTAL =					\$710,844.41	TOTAL =		\$116,159.25	TOTAL =		\$100,149.93	TOTAL =		\$927,153.59

AIA[®] Document B105[®] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 1st day of October in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Roseland, Mackey, Harris Architects, PC
1615 Golden Aspen Drive
Suite 110
Ames, IA 50010

for the following Project:
(Name, location and detailed description)

Story County Attorney Office Remodel

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Mech/Elec/Plumb Engineering Design and Construction Observation
Structural Engineering Design and Construction Observation
Cost Estimating

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Design Bidding Phase:		Construction Services	
Architect	\$27,800	Architect	\$7,000
Structural Engineer	\$ 3,500	Structural Engineer	\$ 900
MEP Engineer	\$17,400	MEP Engineer	\$4,500
Cost Consultant	\$ 6,500		
Design Service Total	\$55,200	Construction Administration Service Total	\$12,400

Reimbursable expenses would consist of large format printing and document distribution.

The Owner shall pay the Architect an initial payment of zero (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus zero percent (0 %).

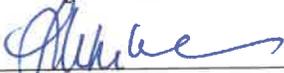
Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one and one half percent (1.5 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twenty-four (24) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

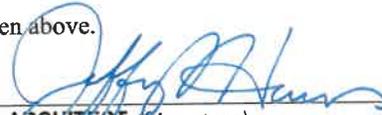
(Insert descriptions of other services and modifications to the terms of this Agreement.)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

LINDA MURKEN, Vice-Chair
(Printed name and title)



ARCHITECT (Signature)

Jeffrey S. Harris Principal
(Printed name, title, and license number, if required)



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

Invoice

Invoice No	Date	Page
025-445508	12/01/2023	1 of 1

Questions:
 Tyler Technologies- Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Email: ar@tytertech.com



Bill To: STORY COUNTY
 ATTN: DIRECTOR INFORMATION TECHNOLOGY
 900 6TH STREET
 NEVADA, IA 50201

Ship To: STORY COUNTY
 ATTN: DIRECTOR INFORMATION TECHNOLOGY
 900 6TH STREET
 NEVADA, IA 50201

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
44700 - MAIN - MAIN	189183		USD	NET30	12/31/2023

Date	Description	Units	Rate	Extended Price
Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024				
	Content Manager Annual Fees	1		\$11,625.08
	Content Manager Core			
	ERP Pro Tax Annual Fees	1		\$21,312.64
	Property Tax Management			
	ERP Pro Utilities Annual Fees	1		\$5,812.54
	Cashiering			

APPROVED **DENIED**
 Board Member Initials:
 Meeting Date: 11/28/23
 Follow-up action:

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	38,750.26
Sales Tax	\$0.00
Invoice Total	38,750.26

BOARD OF SUPERVISORS RESOLUTION 24-35

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

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED that all currently due and payable taxes and penalties on the following described real estate are hereby abated in the amount of \$688.00;

#1621105215 LOT SEVEN (7), BLOCK FIVE (5), JONES ADDITION TO COLLINS, STORY COUNTY, IOWA

APPROVED THIS 28TH DAY OF NOVEMBER, 2023 AT NEVADA, STORY COUNTY, IOWA.

[Signature]
Vice Chairperson, Board of Supervisors

Attest: *[Signature]*
County Auditor

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

ALLOWED BY VOTE OF BOARD Yea 2 Nay 0 Absent 1

CHAIRPERSON Above tabulation made by _____



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

Ph. 515-382-7245 Fax 515-382-7294
www.storycountyiaowa.gov

APPROVED **DENIED**
Board Member Initials: AW
Meeting Date: 11/28/23
Follow-up action: _____

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Andrea Wagner, Planner
RE: Site Development Plan for a storage lean-to to be located at 1568 Stagecoach Road, Ames (parcel #05-36-400-300)
DATE: November 28, 2023

Tyler Vroegh, on behalf of Stagecoach Stables, applied for a zoning permit for an 18' x 20' storage lean-to to be added on the east side of an existing barn located at 1568 Stagecoach Road, Ames (parcel #05-36-400-300). The lean-to will add covered storage space to the existing 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 lean-to will be 9' in height at its tallest point and will be a total of 360 square feet. A site plan and drawings for the addition are posted to the Agenda Center.

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 contractor will be expected to follow the County's erosion control requirements once construction commences, and staff will evaluate necessary erosion control during the preliminary inspection. No critical natural resource areas are impacted by the addition.
- **88.08 Parking and Circulation Standards:** No parking is being proposed for this use.
- **88.09 Site Lighting:** No new site lighting is being added.
- **88.11 Minimum Landscaping Standards:** County Land Development Regulations call for "An area equivalent to at least 20 percent impervious surface of a property to be developed [...] shall be planted as landscaped areas." Given the site contours and the direction of drainage towards an existing wooded area, coupled with the primary use of the parcel as horse pasture and riding



trails, staff finds that this requirement is already met. There wooded area where runoff would drain to is approximately 19 acres. See Figure 1 for the contours overlaid on the aerial imagery.



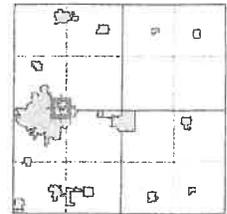
Figure 1: Contours/Drainage Flows on-site

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.





Overview



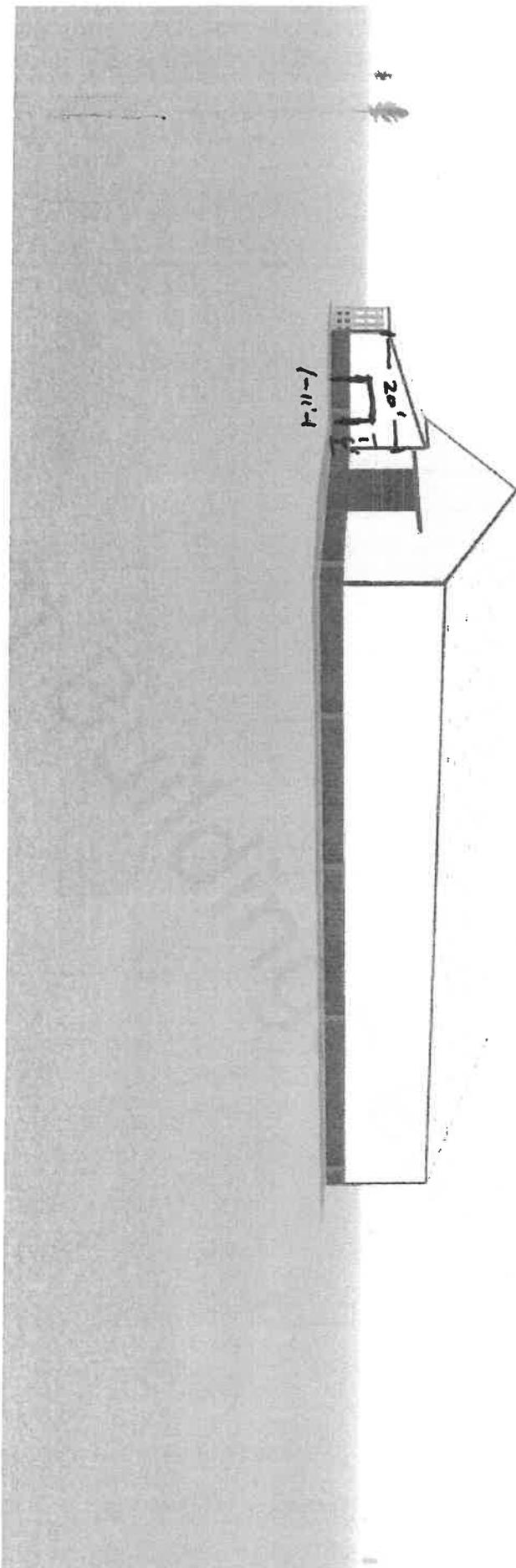
Legend

-  Parcels
-  Lots
-  Townships
-  Corporate Limits
-  Road Centerlines

Parcel ID	0536400300	Alternate ID	0536400300	Owner Address	HAILA FAMILY FARMS LLC
Sec/Twp/Rng	36-84-24	Class	A - Agriculture		2625 COYOTE DR
Property Address	1568 STAGECOACH RD	Acreage	97.17		AMES, IA 50014
	AMES				
District	51049 - FRANKLIN TWP/GILBERT SCH				
Brief Tax Description	SECTION:36 TOWNSHIP:84 RANGE:24 SW SE & NW SE & E1/2 SW PARCEL A CFN 11-104 EX PARCEL C SLIDE 33 PG 1				
	(Note: Not to be used on legal documents)				

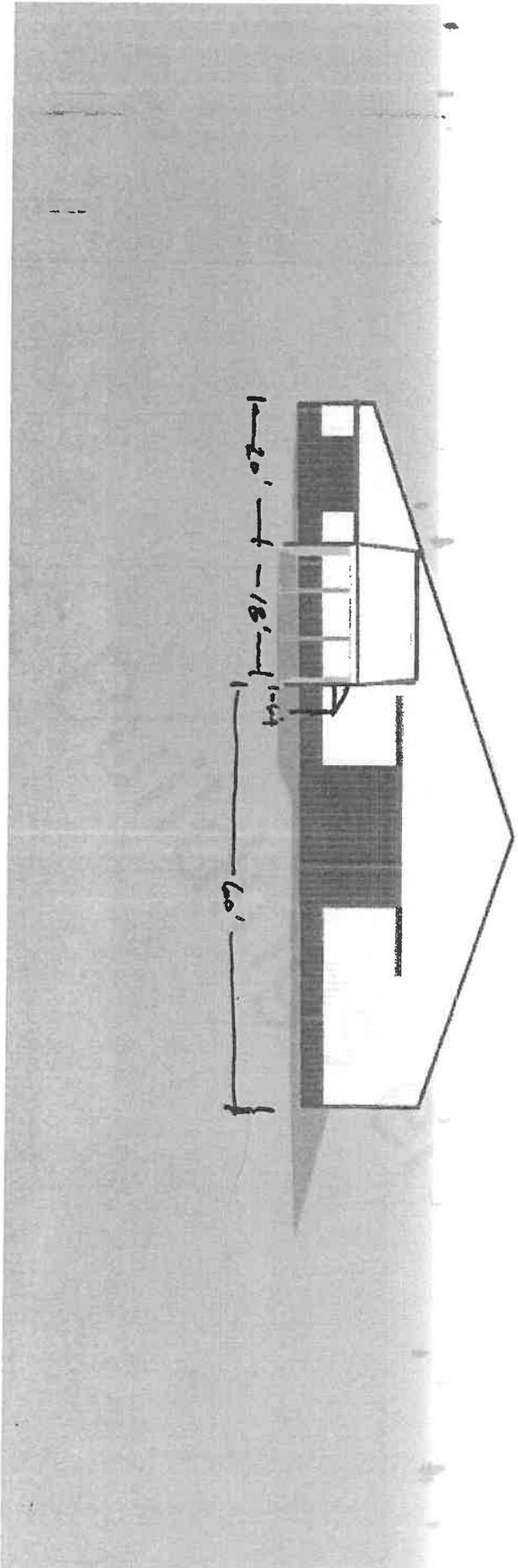
Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:
 The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact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

Date created: 11/4/2023
 Last Data Uploaded: 11/4/2023 12:14:06 AM



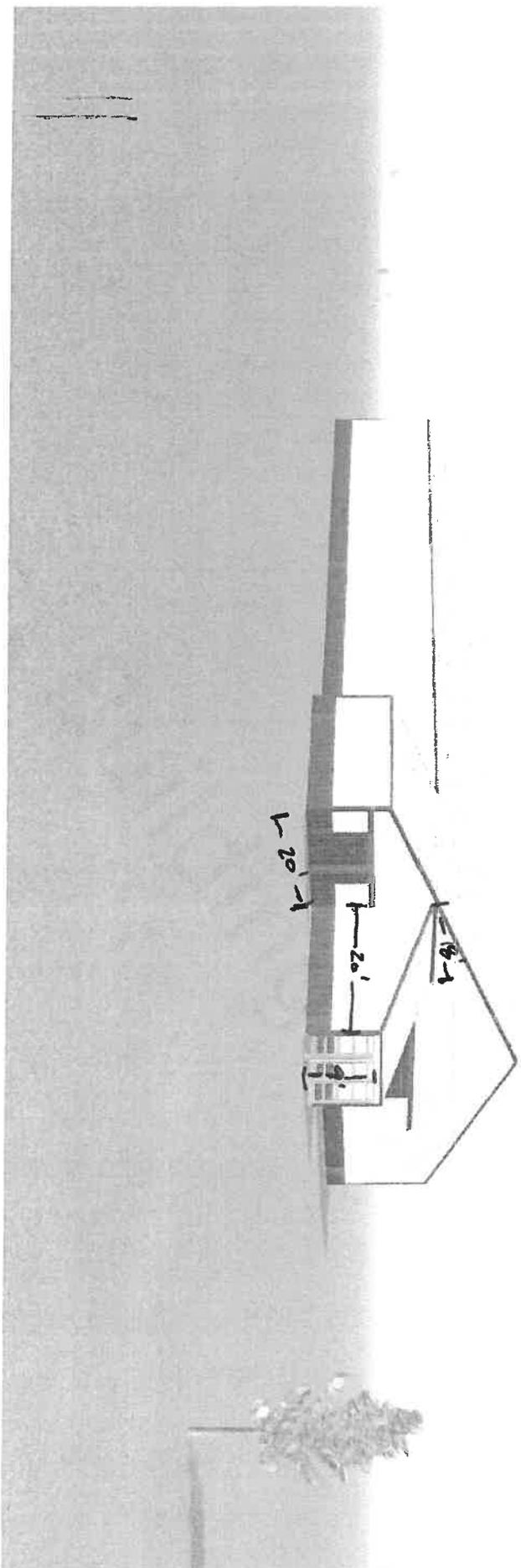
Project

18' wide x 20' length
11' wide x 6' length } Attached to Existing Building





3d View for untitled





PERMIT PROJECT
 FILE #: 23-000429
 1568 STAGECOACH RD AMES IA 50010
 0536400300



PERMIT #: Z23-000147

Permit Type
Zoning Permit (Building Permit)

Subtype
 Commercial

Work Description:
 Storage

Applicant
 Heritage Pole Buildings LLC - Tyler Vroegh

Status
 Under Review

Valuation
 5,040.00



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
 11/09/2023

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@storycountyiowa.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?

Contractor



Please provide the following information on your project

Use of Structure

Storage

Dimensions

18'x20'

Height

9'

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

360

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.



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.

site plan Stagecoach Stables.pdf



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

Project drawings - Stagecoach Stables.pdf



Additional Documents



Will there be any Tier 2 materials onsite?

No



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

Proof of acknowledgement of property owner (if applicable)



Signature

signature.png



---INTERNAL ONLY---

Add \$100 Violation Fee

Conditions

FEES



FEE	DESC	QUANTITY	AMOUNT	TOTAL
Zoning Fee				30.00
Site Plan Review Fee				50.00
Convenience Fee		1.0	1.8000	1.80
Plan Check Fees				80.00
Permit Fees				1.80
Total Fees				81.80



PAYMENTS



DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT
11/13/2023	Credi	251268114	Z23-(339	Heritage F	81.80
Amount Paid						81.80





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

Ph. 515-382-7245 Fax 515-382-7294
www.storycountyiowa.gov

APPROVED

DENIED

Board Member Initials: AW
Meeting Date: 11/28/23
Follow-up action: _____

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Andrea Wagner, Planner
RE: Site Development Plan for three picnic shelters to be located at 55310 180th Street, Ames (parcel #05-13-100-000)
DATE: November 28, 2023

Ryan Wiemold, on behalf of Story County Conservation, applied for a zoning permit for three picnic shelters to be added at West Peterson Park, near the existing beach and parking area located at 55310 180th Street, Ames (parcel #05-13-100-000).

The property is zoned GB-C, Greenbelt-Conservation, and designated as a Natural Resource Area on the C2C Plan Future Land Use Map.

The proposed picnic shelters will be 14' tall, with two of the shelters having dimensions of 12' x 12', and one of them being 24' x 24'. The applicant's site plan and building drawings are posted to the Agenda Center. A site plan with additional details can also be found as Figure 1 in this memo.

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 180th Street. No new access permits are proposed.
- **88.05 Environmental and Natural Resource Standards:** The contractor will be expected to follow the County's erosion control requirements once construction commences, and staff will evaluate necessary erosion control during the preliminary inspection. While the property is located in a mapped natural resource area, no critical natural resource areas are impacted by the picnic shelters. The Greenbelt-Conservation District allows a very limited set of uses, but picnic shelters are allowed as accessory to the principal recreational use of the park. None of the picnic shelters will be located in mapped floodplain.
- **88.08 Parking and Circulation Standards:** No additional parking is being proposed for this use.
- **88.09 Site Lighting:** No new site lighting is being added.



- **88.11 Minimum Landscaping Standards:** County Land Development Regulations call for “An area equivalent to at least 20 percent impervious surface of a property to be developed [...] shall be planted as landscaped areas.” Given the site contours and the direction of drainage towards an existing lake, coupled with the significant amount of woodlands on this property, staff finds that this requirement is already met. See Figure 1 for the contours and mapped floodplain overlaid on the aerial imagery.

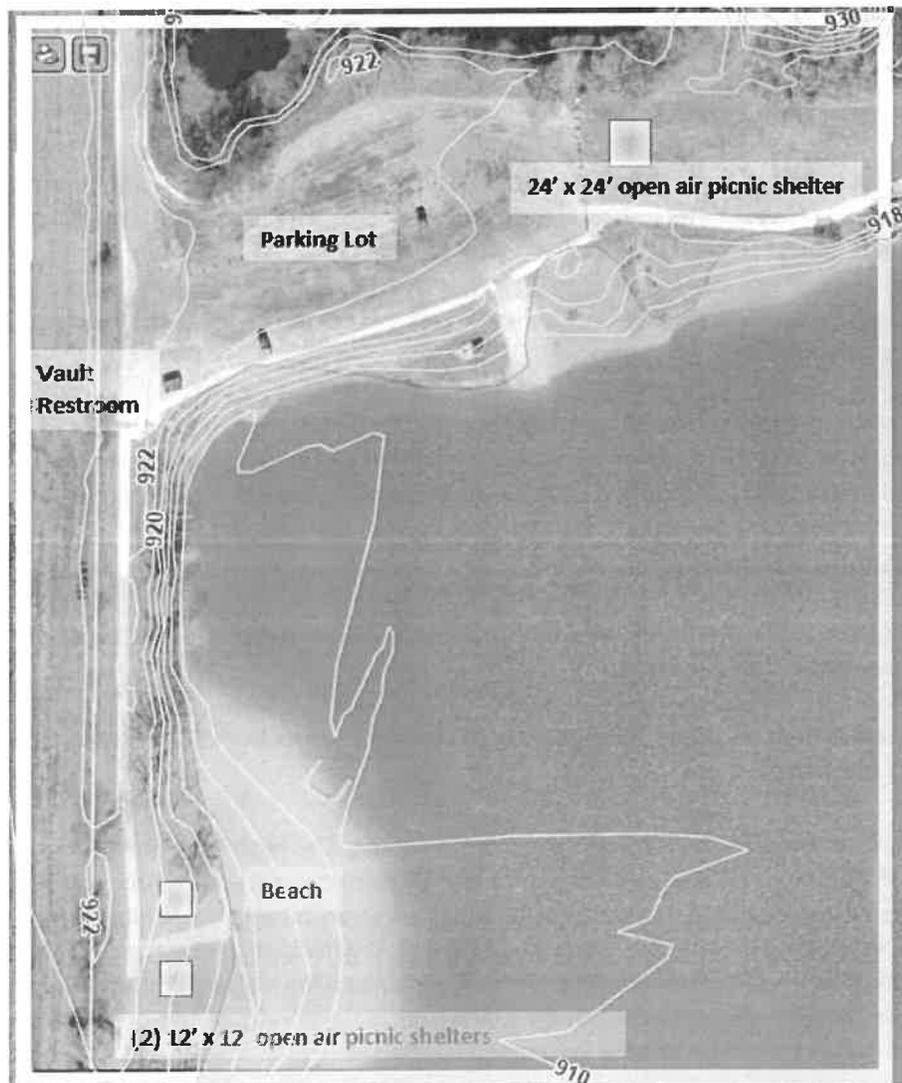


Figure 1: Site Plan with Floodplain Overlay (pink shading) and Contours

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.

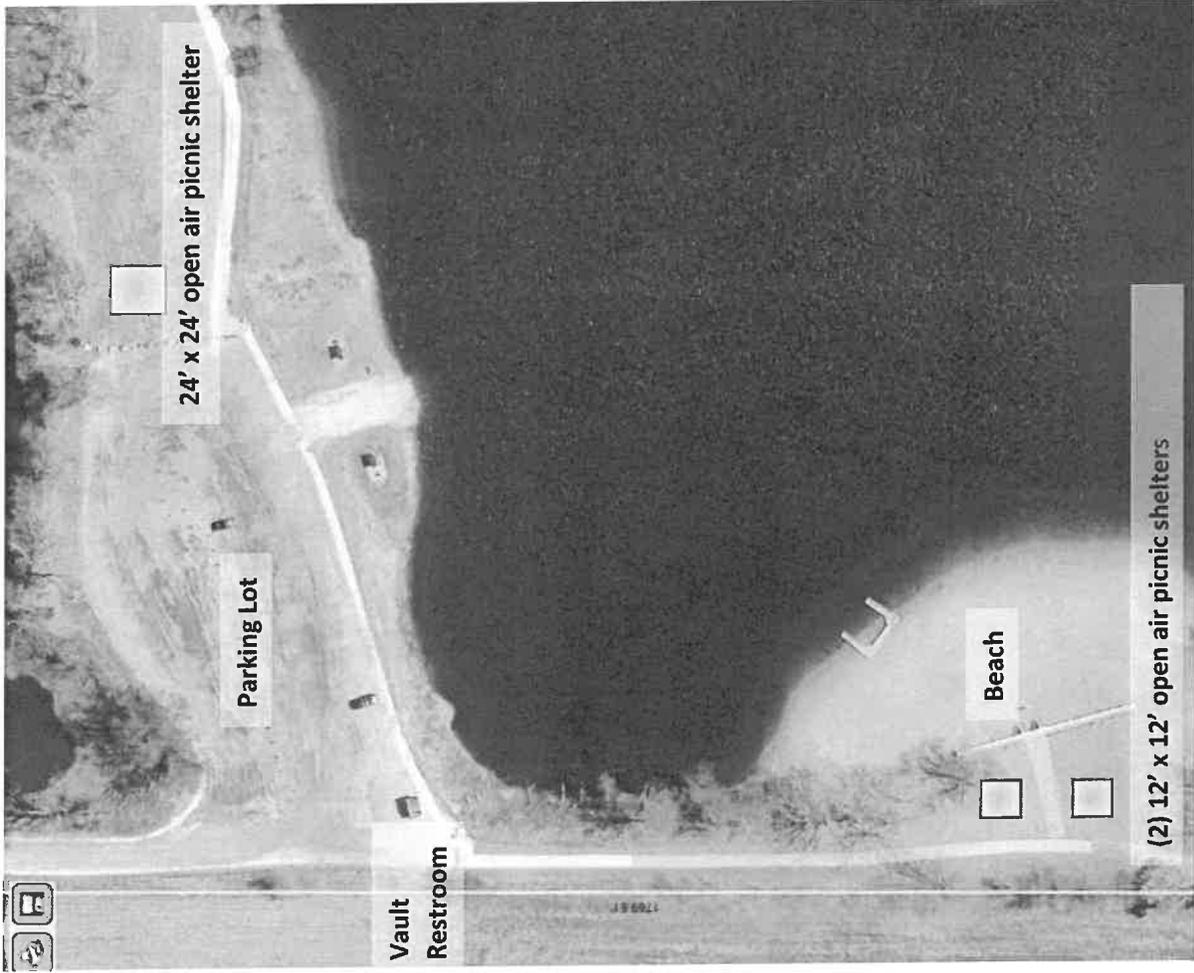


Location: 55310 180th St. Ames, IA 50010

Owner: Story County Conservation Board (SCCB)

SCCB is proposing the installation of:

- (1) 24' x 24' open air picnic shelter to be placed east of the parking lot
- (2) 12' x 12' open air picnic shelters on the top side of the beach



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PROJECT: _____
 LOCATION: _____
 BUILDING TYPE: SQR-24 _____
 ROOF TYPE: MULTI-RIB _____



DRAWING LIST:

SHEET NUMBER	DRAWING DESCRIPTION
CS	COVER SHEET
1	ARCHITECTURAL ELEVATIONS
2	STRUCTURAL FRAMING PLAN
3	COLUMN LAYOUT

FABRICATOR APPROVALS:
 CITY OF PHOENIX, AZ APPROVED FABRICATOR #C03-2010
 CITY OF LOS ANGELES, CA APPROVED FABRICATOR #1596
 CITY OF RIVERSIDE, CA APPROVED FABRICATOR #SP06-0033
 CITY OF HOUSTON, TX APPROVED FABRICATOR #470
 CLARK COUNTY, NV APPROVED FABRICATOR #284
 STATE OF UTAH APPROVED FABRICATOR 02008-14

CERTIFICATES:
 MIAMI DADE COUNTY CERTIFICATE OF COMPETENCY NO. 16-1025.01
 PCI (POWDER COATING INSTITUTE) 4000 CERTIFIED

MATERIALS:

DESCRIPTION	ASTM DESIGNATION
TUBE STEEL	A500 (GRADE B)
SCHEDULE PIPE	A53 (GRADE B)
RMT PIPE	A519
LIGHT GAGE COLD FORMED	A1003 (GRADE 50)
STRUCTURAL STEEL PLATE	A36
ROOF PANELS (STEEL)	A653

GENERAL NOTES:
 UNLESS NOTED OTHERWISE, THIS STRUCTURE WAS DESIGNED TO ONLY SUPPORT WHAT IS SHOWN ON THESE DRAWINGS. POLIGON MUST BE CONTACTED IF ANYTHING ELSE IS TO BE ATTACHED TO THIS STRUCTURE (WALLS, COLUMN WRAPS, RAILINGS, ETC.) SO THE DESIGN OF THIS STRUCTURE CAN BE REVIEWED AND POSSIBLY REVISED.

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ALL WELDING IS PERFORMED BY AMERICAN WELDING SOCIETY CERTIFIED WELDERS AND CONFORMS TO THE LATEST EDITION OF AWS D1.1 OR D1.3 AS REQUIRED.

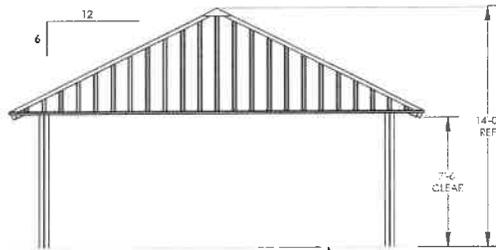
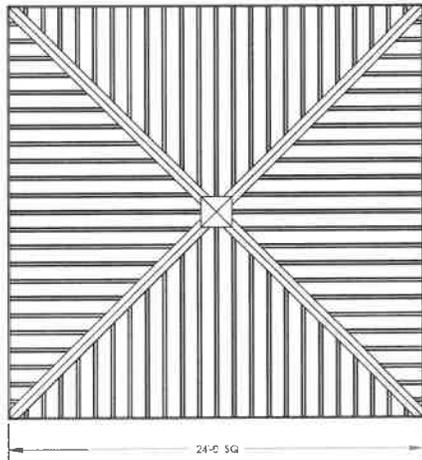
PARTS SHOWN MAY BE UPGRADED DUE TO STANDARDIZED FABRICATION. REFER TO THE SHIPPING BILL OF MATERIALS FOR POSSIBLE SUBSTITUTIONS.

FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS RECOMMENDED THAT THE PRIMARY FRAME INSTALLER AND THE ROOF INSTALLER HAVE A MINIMUM FIVE (5) YEARS DOCUMENTED EXPERIENCE INSTALLING THIS TYPE OF PRODUCT.

FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS RECOMMENDED THAT ELECTRIC WIRING, IF REQUIRED, BE RUN THROUGH THE STRUCTURAL MEMBERS BEFORE THE BUILDING IS ERECTED.

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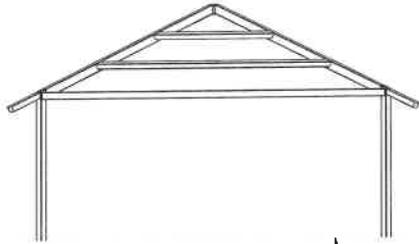
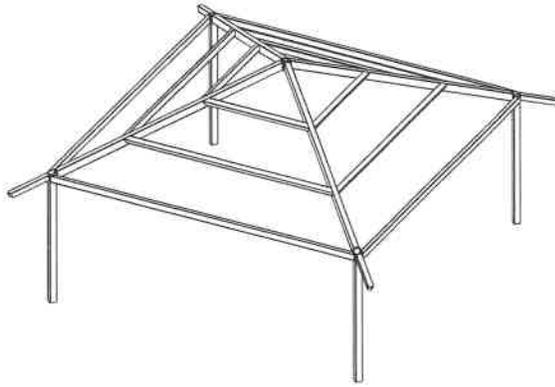
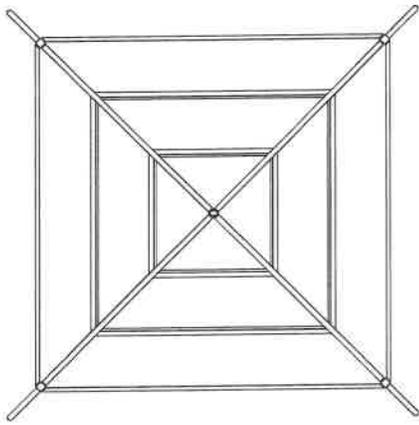
GENERAL ROOF NOTES:

1. METAL ROOFING:
 - 24 GAUGE
 - GALVALUME COATED
 - KYNAR 500 PAINTED
2. TRIM COLOR MATCHES ROOF
3. SEE POLIGON.COM FOR COLOR OPTIONS



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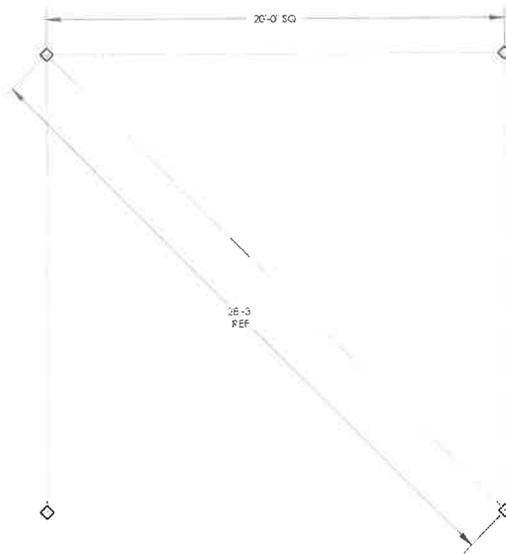

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BASEPLATE NOTES:

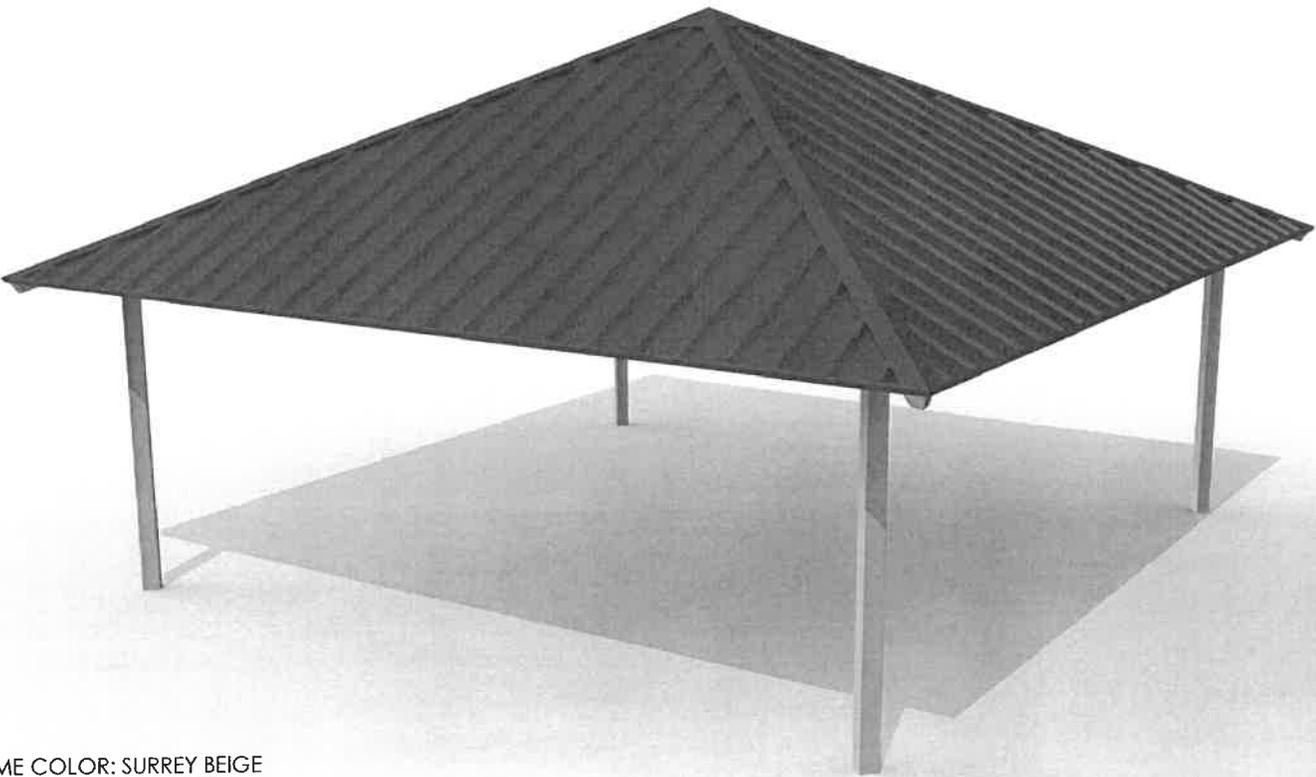
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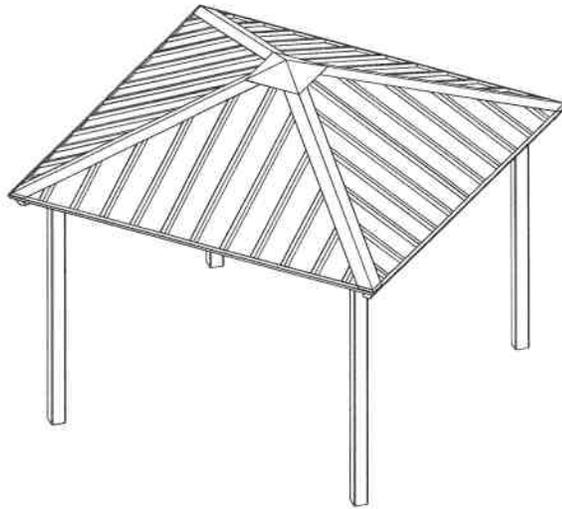


FRAME COLOR: SURREY BEIGE
ROOF COLOR: EVERGREEN
COLORS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FOR OTHER
COLOR SELECTIONS, PLEASE SUBMIT AN E1 DRAWING REQUEST.

SQR-24

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PROJECT: _____
 LOCATION: _____
 BUILDING TYPE: SQR-12
 ROOF TYPE: MULTI-RIB



DRAWING LIST:

SHEET NUMBER	DRAWING DESCRIPTION
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2	STRUCTURAL FRAMING PLAN
3	COLUMN LAYOUT

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 CITY OF LOS ANGELES, CA APPROVED FABRICATOR #1598
 CITY OF RIVERSIDE, CA APPROVED FABRICATOR #SP06-0039
 CITY OF HOUSTON, TX APPROVED FABRICATOR #470
 CLARK COUNTY, NV APPROVED FABRICATOR #284
 STATE OF UTAH APPROVED FABRICATOR 02008-14

CERTIFICATES:
 MINNESOTA COUNTY CERTIFICATE OF COMPETENCY NO. 16-1025.01
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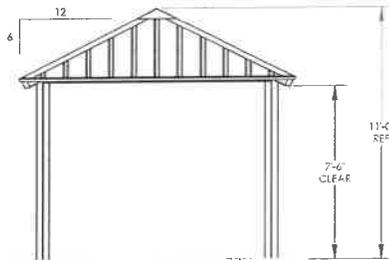
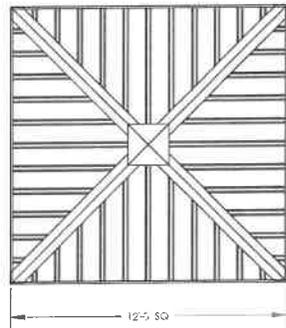
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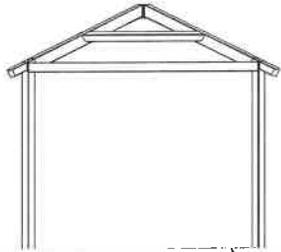
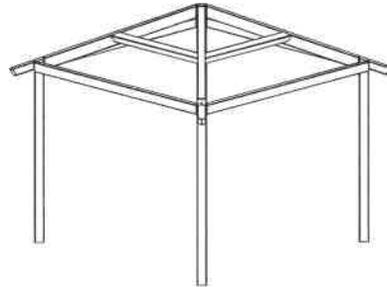
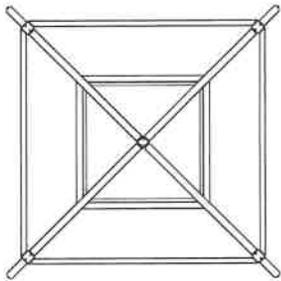
GENERAL ROOF NOTES:

1. METAL ROOFING:
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2. TRIM COLOR MATCHES ROOF
3. SEE POLYGON.COM FOR COLOR OPTIONS



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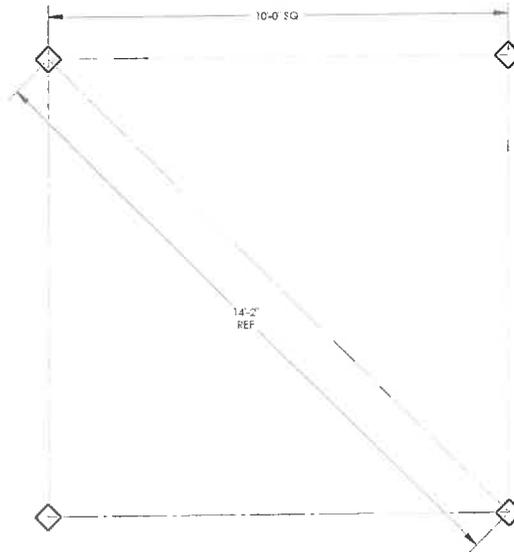
FINISH GRADE.
MOUNTING VARIES
BASED ON ENGINEERING
REQUIREMENTS.

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ROOF COLOR: EVERGREEN
COLORS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FOR OTHER
COLOR SELECTIONS, PLEASE SUBMIT AN E1 DRAWING REQUEST.

SQR-12



PERMIT PROJECT
 FILE #: 23-000431
 55310 180TH ST AMES IA 50010
 0513100000



PERMIT #: Z23-000148

Permit Type
Zoning Permit (Building Permit)

Subtype
 Commercial ▼

Work Description:
 (3) open air picnic shelters at West Peterson Park 📄

Applicant
 Story County Conservation - Ryan Wiemold ▼ ⋮

Status
 Under Review ▼

Valuation
 50,673.60 ⋮



FEES & PAYMENTS

Plan Check Fees 0.00

Permit Fees 0.00

Total Amount 0.00

Amount Paid 0.00

Balance Due 0.00

Non-Billable



PERMIT DATES

Application Date
 11/14/2023

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) (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

(3) open air picnic shelters at West Peterson Park

Dimensions

(1) 24'x24' and (2) 12'x12'

Height

14'

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

864

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.



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.

Shelter Permits - Site Layout.docx



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

SQR-24.pdf

SQR-12.pdf



Additional Documents



Will there be any Tier 2 materials onsite?

No



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	DE	QUANTITY	AMOUNT	TOTAL
			Plan Check Fees	0.00
			Permit Fees	0.00
			Total Fees	\$0.00

PAYMENTS



DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT
					Amount Paid	0.00
					Balance Due	0.00

Contract from Sarah Noll Wilson, Inc.



SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of Monday, October 23, 2023 ("Effective Date"), by and between **SARAH NOLL WILSON, INC.**, with its principal offices located at 900 Keo Way, Studio 427, Des Moines, IA 50309, ("SNW") and Story County, located at United States ("CLIENT"). SNW and CLIENT may be referred to herein individually as a "Party" or collectively as the "Parties".

BACKGROUND

WHEREAS, CLIENT wishes to retain SNW for workshop services (hereinafter the "Services"), and SNW has expertise in and wishes to provide such Services to CLIENT, all upon the terms and subject to the conditions of this Agreement; and

WHEREAS, it is the intention of the Parties to establish this Agreement to govern the rights, duties and obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and intending to be legally bound hereby, SNW and CLIENT hereby agree as follows.

1. Services to be Provided.

1.1 General.

1.1.1 SNW shall perform only those Services that are identified in one or more Statements of Work or Proposals, or other agreed upon form ("SOW"), attached to this Agreement.

1.1.2 Each Party shall specify in the SOW its primary contact for the specification, approval and acceptance of the Services to be provided under the SOW.

1.2 Changes to Services. CLIENT may request changes to the Services identified in the SOW, provided that the changes are provided in writing and provided to SNW within thirty (30) days of start of the delivery of services. All such changes in Services shall be subject to the terms of this Agreement, and shall be set forth in writing and executed by authorized representatives of SNW and CLIENT and be deemed an amendment to the SOW.

1.3 Additional Services. CLIENT may, at any time, request that SNW provide additional services that are beyond the scope of the Services identified in the SOW. All additional services shall be provided in a new SOW and shall be in writing and executed by authorized representatives of both Parties. The Services under any new SOW shall be subject to the terms of this Agreement.

2. Term. The term of this Agreement shall begin on the Effective Date and shall continue for one (1) year after the Effective

Date unless terminated earlier pursuant to Paragraph 9 below; provided however, that this Agreement shall remain in effect with regard to any SOW in effect at the time of termination, until the Services under such SOW have been completed or until such SOW is terminated under this Agreement. This Agreement may be renewed for additional terms upon mutual written agreement of the Parties.

3. Compensation.

3.1 Fee Schedule. As full and final compensation for SNW's performance of the Services, CLIENT shall pay SNW in accordance with the fee schedule set forth in the SOW.

3.2 Payment. If SNW anticipates that a project shall exceed the costs identified in the SOW, SNW will notify CLIENT, as soon as possible, of such additional costs. All payments due to SNW under this Agreement shall be by check or bank wire transfer for deposit to the bank account of SNW at a designated bank in the country where SNW's place of business is located.

3.3 Invoices. Invoices shall be provided to CLIENT on the timeline identified in the SOW.

4. Independent Contractor, Performance.

4.1 Independent SNW Status. For purposes of this Agreement and all Services to be provided hereunder, SNW will not be considered a partner, co-venturer, agent, employee, or representative of CLIENT, but shall remain in all respects an independent contractor. Neither Party hereto shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party. As an independent contractor, SNW will not participate in any employee benefits provided by CLIENT to its employees, including worker's compensation insurance, disability, pension or other employee plans. SNW assumes full responsibility and liability for the payment of any taxes due on money received by CLIENT hereunder. In making payments to SNW under this Agreement, CLIENT will not make any deductions for taxes.

4.2 Manner of Performance. SNW shall use its best reasonable efforts in performing the Services and shall perform such Services to industry standards. SNW may work closely with CLIENT's personnel to carry out the performance of the Services. However, subject to the terms, conditions and provisions of this Agreement, SNW shall control the manner in which SNW performs the Services. SNW may make available to CLIENT, periodically upon request, work products and other information as may be necessary to enable SNW to verify that SNW is proceeding in accordance with any specified phase and completion dates and general specifications for each project, as specified in the SOW. While at the facilities of CLIENT, SNW shall observe and follow the work rules, policies and standards of CLIENT including but not limited to CLIENT's rules, policies and standards relating to security of and access to CLIENT's facilities.

4.3 Providers/Facilitators. Unless provided otherwise in an SOW attached to this Agreement, SNW shall have the sole right to select the individuals or teams that will provide the Services provided in this Agreement.

4.4 Survival. The provisions of this Paragraph 4 shall survive the expiration or termination of the term of this Agreement.

5. Representations and Warranties.

5.1 SNW represents and warrants that it has the experience, capability and resources to efficiently and expeditiously provide the Services under this Agreement, and that the Services shall be performed in a workerlike manner with professional diligence and skill and in conformance with applicable specifications or requirements as set forth in this Agreement and the SOW.

5.2 CLIENT represents and warrants that the execution, delivery and performance of this Agreement has been authorized by all necessary corporate action, do not conflict with or result in a material breach of the articles of incorporation or by-laws or any material agreement by which it is bound, or any law, regulation or decree of any governmental entity or court that has jurisdiction over it.

5.3 SNW represents and warrants that it is not a party to any agreement that would prevent it from fulfilling its obligations under this Agreement or any SOW. Subject to the foregoing and compliance with confidentiality obligations, SNW may from time to time act as a consultant to, perform professional services for, or enter into agreements similar to this Agreement with other persons or entities without the necessity of obtaining approval from CLIENT.

5.4 This Paragraph 5 shall survive the expiration or termination of this Agreement.

6. Confidentiality.

6.1 SNW Confidential/Proprietary Information. CLIENT agrees at all times during the term of this Agreement and thereafter, to hold in confidence, and not to use, except in connection with SNW's performance of the Services, any SNW Confidential/Proprietary Information. SNW Confidential/Proprietary Information is the sole property of SNW. CLIENT agrees not to use SNW Confidential/Proprietary Information for any purpose other than the performance of this Agreement or the SOW. CLIENT agrees not to disclose SNW Confidential/Proprietary Information to third parties without the prior written authorization of SNW. CLIENT shall safeguard SNW Confidential/Proprietary Information with the same standard of care used with CLIENT's Confidential/Proprietary Information, but in any event no less than reasonable care. At any time upon the request of SNW, all tangible expressions of SNW Confidential/Proprietary Information in CLIENT's possession shall be delivered to SNW, or destroyed, at SNW's sole option. As used herein, "SNW Confidential/Proprietary Information" means any proprietary or confidential information, technical data, trade secrets or know-how, including, but not limited to, research, business strategies, products, services, customer lists and customers, software, developments, inventions, copyrights, trademarks, processes, formulas, technology, designs, drawings, individual and corporate development plans learned by CLIENT in the course of SNW providing the Services or disclosed to CLIENT by SNW, either directly or indirectly in writing, orally or by drawings or inspection of documents or other tangible property.

6.2 CLIENT Confidential/Proprietary Information. CLIENT Confidential/Proprietary Information is the sole property of CLIENT. SNW agrees not to use CLIENT Confidential/Proprietary Information for any purpose other than the performance of this Agreement or the SOW. SNW agrees not to disclose CLIENT Confidential/Proprietary Information to third parties except as necessary for the performance of this Agreement. SNW shall safeguard CLIENT Confidential/Proprietary Information with the same standard of care used with SNW's Confidential/Proprietary Information of like kind, but no less than reasonable care. As used herein, "CLIENT Confidential/Proprietary Information" means all non-public and confidential and proprietary information including, without limitation, employee information and CLIENT employee performance information related to CLIENT's employees or business plans of CLIENT that are provided to SNW in preparation of providing Services under this Agreement or the SOW.

6.3 Non-Confidential Information. The Parties hereby agree that the obligations of Paragraphs 6.1 and 6.2 shall not extend to:

- (a) information that prior to the time of disclosure is in the public domain;
- (b) information that, after disclosure becomes part of the public domain by publication or otherwise, provided that such publication is not in violation of this Agreement or any other confidentiality agreement;
- (c) information that the receiving party can establish in writing was already known to it or was in its possession prior to the time of disclosure and was not acquired, directly or indirectly, from the disclosing Party;
- (d) information that a Party lawfully receives from a third party, provided, however, that such third party was not obligated, to the receiving party's knowledge after due inquiry, to hold such information in confidence;
- (e) information that was independently developed by the receiving party without reference to any Confidential Information as established by appropriate documentation; and
- (f) information that the receiving party is compelled to disclose by a court or other tribunal of competent jurisdiction, provided however, that in such case the receiving party shall immediately give as much advance notice as feasible to the disclosing party so that the disclosing party may seek a protective order or other remedy from said court or tribunal. In any event, the receiving party shall disclose only that portion of the Confidential Information that, in the opinion of its legal counsel, is legally required to be disclosed and will exercise reasonable efforts to ensure that any such information so disclosed will be accorded confidential treatment by said court or tribunal.

6.4 Restricted Use of SNW Confidential/Proprietary Information. CLIENT represents to SNW that SNW Confidential/Proprietary Information will only be provided to its employees, agents, consultants and officers that are agreed upon in the SOW and that such employees, agents, consultants and officers shall be informed of the restricted use of the SNW Confidential/Proprietary nature of the information being provided by SNW.

6.5 Third-Party Information. CLIENT recognizes that SNW may receive and may use or incorporate third-party information in its SNW Confidential/Proprietary Information. Any licenses obtained from such third-parties shall be sub-licensed, to the

extent possible or permitted, to CLIENT. CLIENT agrees to abide by the terms of any sub-license and to use it only for the purposes of this Agreement.

6.6 Survival. All Confidential Information of SNW and the CLIENT shall remain subject to this Agreement for a period of five (5) years from the date of termination of this Agreement unless such obligations of confidentiality are terminated by written notice from SNW.

7. Public Announcements. Neither Party shall release any statement, advertisement, information or publicity referring to the other Party or this Agreement without the other Party's express prior written consent. Notwithstanding the above, SNW may use CLIENT's name as someone to whom it provided products or services.

8. Intellectual Property Rights.

8.1 Assignment of Rights. SNW hereby grants CLIENT a limited, terminable, and non-exclusive license to use the Confidential/Proprietary Information that it provided to CLIENT while providing Services under this Agreement. CLIENT's use of the licensed Confidential/Proprietary Information is limited to the number of employees and locations provided in any attached SOW. CLIENT agrees not to reproduce or make additional copies of SNW's Confidential/Proprietary Information and further agrees not to remove any ownership or other copyright and intellectual property notices.

8.2 Ownership of Intellectual Property Rights. CLIENT understands and agrees that SNW is the sole owner of all right, title and interest in any materials, including the Confidential/Proprietary Information it creates, provides or licenses to CLIENT. All right, title and interest includes but is not limited to all worldwide right, title, goodwill and interest in and to any and all inventions, original works of authorship, findings, conclusions, data, discoveries, developments, concepts, improvements, trade secrets, techniques, processes and know-how, whether or not patentable or registrable under copyright or similar laws, which SNW may solely or jointly create, conceive, develop, or reduce to practice, or cause to be conceived or developed or reduced to practice, in the performance of the Services under this Agreement or which result, to any extent, from use of CLIENT'S premises or property, including any and all intellectual property rights inherent therein and appurtenant thereto including, without limitation, all patent rights, copyrights, trademarks, know-how and trade secrets (collectively, "Intellectual Property Rights"). CLIENT further acknowledges and agrees that all original works of authorship that are made by SNW (solely or jointly with others) in the performance of the Services under this Agreement and that are protectable by copyright are to be owned by SNW, along with all copyrights therein. CLIENT hereby assigns, transfers and conveys to SNW all of its worldwide right, title and interest in and to such works, including all Intellectual Property Rights therein and appurtenant thereto.

8.3 Further Assurances. Upon the request and at the expense of SNW, CLIENT shall execute and deliver any and all instruments and documents and take such other actions as may be necessary or desirable to document the assignment and transfer described in Paragraphs 8.1 and 8.2 above or to enable SNW to apply for, secure, prosecute and enforce its rights in any Intellectual Property Rights relating thereto in any and all jurisdictions, or to obtain any extension, validation, reissue, continuance or renewal of any such Intellectual Property Rights. Without limiting the foregoing, CLIENT shall disclose to SNW all pertinent information and data with respect thereto and shall execute all applications, specifications, oaths and all other instruments that SNW shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to SNW the sole and exclusive right, title and interest in and to such inventions, and any patents, copyrights, trademarks or other Intellectual Property Rights relating thereto. CLIENT further agrees that CLIENT's obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of the term of this Agreement. If SNW is unable for any other reason to secure CLIENT's signature to apply for or to pursue any application for any United States or foreign patent, trademark, copyright or other registration covering Intellectual Property Rights assigned to SNW as above, then CLIENT hereby irrevocably designates and appoints SNW and its duly authorized officers and agents as CLIENT's agent and attorney-in-fact, to act for and in CLIENT's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or trademark, copyright or other registrations thereon with the same legal force and effect as if executed by CLIENT.

8.4 Survival. The provisions of this Paragraph 8 shall survive the expiration or termination of this Agreement.

9. Termination. Notwithstanding the provisions of Paragraph 2, either Party may terminate this Agreement upon no less than

thirty (30) days' prior written notice to the other. CLIENT agrees that by canceling or terminating this Agreement the down payment paid to SNW shall automatically convert to a cancellation/termination fee and shall not be returned or refunded. In the event of any termination of this Agreement, any Services, or any individual SOW, by CLIENT, CLIENT shall be responsible for any expenses already paid by SNW in preparation of providing the Services hereunder, including but not limited to transportation, lodging, and hosting expenses.

For Services in progress at the time of cancellation or termination, and upon receipt of written notice to terminate this Agreement, both Parties shall promptly meet to finalize a plan to conclude/wind-down SNW's activities within the thirty (30) day period. Upon receipt of notice of termination of the SOW, SNW shall cease all work. Other than as provided herein, any advance payments or other funds held by SNW that are unearned at the end of the thirty (30) day wind-down period shall be returned to CLIENT within thirty (30) days of the end of the wind-down period.

Notwithstanding the above, if SNW determines in its sole discretion that CLIENT or any employees of CLIENT have violated the provisions of this Agreement, SNW may terminate this Agreement and any outstanding SOW immediately upon written notice. Such termination is without prejudice to any other remedies that may be available to SNW.

10. Nonexclusive Engagement. SNW may, from time to time, (i) engage other persons and entities to perform services that are similar to the Services provided by SNW to CLIENT, and (ii) enter into agreements similar to this Agreement with other persons or entities, in all cases without the necessity of obtaining approval from CLIENT.

11. Return of SNW Property.

11.1 Promptly upon the expiration or termination of this Agreement, and earlier if requested by SNW at any time, CLIENT shall deliver to SNW or otherwise dispose of according to SNW's request, (and will not keep in CLIENT's possession or deliver to anyone else) all SNW Confidential/Proprietary Information and all devices, and records (including records of any copyrights identified in Paragraph 8) that contain any Confidential/Proprietary Information developed by SNW as part of, or in connection with, the Services or otherwise belonging to SNW.

11.2 The provisions in this Paragraph 11 shall survive the expiration or termination of this Agreement.

12. Indemnification.

12.1 SNW. Except to the extent proximately caused by the negligence, fault, omission or improper conduct by SNW, CLIENT shall defend, indemnify and hold harmless SNW and its officers, directors, employees, agents, successors and assigns from and against any liabilities, claims, suits, actions, loss, damage, cost or expense (including reasonable attorneys' fees and expenses) ("Loss") arising from any third party claim, demand, assessment, action, suit or proceeding ("Claim") arising or occurring as a result of CLIENT's and/or CLIENT's officers, employees, agents, or representatives: (i) negligence or intentional misconduct or inaction in the performance of obligations under this Agreement; (ii) infringement of any patent, copyright, trademark, trade secret or intellectual property right; (iii) breach of any representation, warranty or covenant or failure to perform obligations hereunder; (iv) violation of any federal, state or local statute, regulation or ordinance; or (v) failure to comply with the confidentiality/proprietary obligations set forth in this Agreement.

Upon receipt of notice of any Claim that may give rise to a right of indemnity under this Agreement, SNW shall give written notice to CLIENT of such a Claim and of SNW's request for indemnification.

12.2 Survival. The obligations of the Parties under this paragraph shall survive the termination or expiration of the Service(s) and this Agreement for a period of five (5) years from such expiration or termination.

13. Arbitration. All disputes about the meaning and interpretation of this Agreement shall be resolved by conciliation and non-binding mediation and if such mediation is unsuccessful then such disputes shall be finally settled by an Arbitration Panel. For disputes under \$100,000.00, the Arbitration Panel shall consist of one arbitrator mutually agreed upon by the Parties. In the event the Parties cannot agree on one arbitrator, or for disputes in the amount is equal to or over \$100,000.00, the Arbitration Panel shall consist of one arbitrator appointed by SNW and one arbitrator appointed by CLIENT, and a Chair of the

Arbitration Panel appointed by the first two (2) arbitrators. Any such arbitration proceeding shall be conducted in accordance with the arbitration rules of the American Arbitration Association; shall be held in Polk County, Iowa unless otherwise agreed by the Parties; and the arbitration award shall be final and non-appealable and such award may be entered in any court having jurisdiction.

14. Entire Agreement, Amendment, Waiver and Assignment. This Agreement, together with all SOWs, and the attached Exhibits is the entire agreement between SNW and CLIENT with respect to the Services to be performed hereunder and it supersedes all prior and/or contemporaneous agreements and understandings with respect hereto, whether oral, written, or in any other medium, that might exist between the Parties with relation to the subject matter hereof. The documents referred to herein shall be read together with this Agreement to determine the Parties' intent. In the event of a conflict between any of these documents, the terms of this Agreement shall govern. No shrink-wrap, click-wrap, or other terms and conditions or agreements ("Additional Terms") provided with the Services or with any products or software provided by SNW to CLIENT shall be binding on SNW, even if use of such products, services or software requires in affirmative "acceptance" of those Additional Terms before access is permitted. All such Additional Terms shall be of no force or effect and shall be deemed rejected by SNW in their entirety unless otherwise agreed to in writing by SNW.

No modification to any provision of this Agreement and any SOW shall be binding unless in writing and signed by both SNW and CLIENT pursuant to the terms of this Agreement. Waiver of any breach under this Agreement shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any Services or payment therefore shall not waive any breach. No waiver or modification of any terms shall be valid unless in writing and signed by authorized representatives of the Parties. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the Parties hereto.

15. Governing Law. This Agreement shall be governed by and interpreted in accordance with laws of the State of Iowa, without giving effect to any of its conflict of laws provisions.

16. Notices. All legal notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand-delivered or upon confirmation of delivery when mailed by registered or certified United States mail, delivered by overnight courier, as follows (provided that notice of change of address shall be deemed given only when received):

If to SNW, to:
SARAH NOLL WILSON, INC.
Title: President
Attention: Sarah Noll Wilson

If to CLIENT, to:
Story County
Attention: Alissa Wignall

or to such other contacts or addresses as SNW or CLIENT, as the case may be, shall designate by notice to the person entitled to receive notices in the manner specified in this paragraph. Notices pertaining to the SOW shall be sent to those individuals identified in the SOW.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

18. Construction. The headings contained in this Agreement are for convenience of reference only and do not define or limit any of the provisions contained in this Agreement or otherwise affect their construction or effect.

19. Severability. If any provision(s) of this Agreement or the SOW should be illegal or unenforceable in any respect, the legality and enforceability of the remaining provisions of this Agreement or SOW shall not be affected in any way.

20. Ambiguities. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the date first above written.

EXHIBIT A

STATEMENT OF WORK

This Statement of Work ("SOW") dated Monday, October 23, 2023, is subject to the terms of the Services Agreement dated Monday, October 23, 2023 (the "Agreement") between SARAH NOLL WILSON, INC. ("SNW"), and Story County ("CLIENT"). Pursuant to the Agreement, SNW has agreed to perform certain Services, as defined in the Agreement, in accordance with written SOWs such as this one describing such Services.

The Parties hereby agree as follows:

1. Agreement: Except as modified by this SOW, the terms and conditions of the Agreement are incorporated herein by reference and shall govern the performance of the Parties under this SOW. In the event of any direct conflict between this SOW and the Agreement, the terms of the Agreement shall govern, otherwise the Agreement should be interpreted and construed as supplemental and co-existing with the terms and conditions of this SOW. Capitalized terms used in this SOW but not defined herein shall have the meanings given to them in the Agreement.

2. Services to be Provided and Schedule for Providing Services: SNW will render such Services as may be necessary to complete in a professional and lawful manner the projects described below.

Workshop Title: "Legacy Leadership: Creating Lasting Impact" facilitated by Dr. Teresa Peterson

Date: January 17, 2024

Time: 9:30am-Noon

Location: Nevada, IA (exact location TBD)*

*In the event of inclement weather and/or unsafe driving conditions, the workshop will be rescheduled to a later date.

3. Main Contact at SNW: The individual set forth below in this Paragraph shall be SNW's primary contact with regard to Services under this SOW:

Name: Dr. Teresa Peterson

Telephone: (515) 577-2167

E-mail: teresa@sarahnollwilson.com

4. Main Contact at CLIENT: The individual set forth below in this Paragraph shall be CLIENT's primary contact with regard to

Services under this SOW:

Name: Alissa Wignall

Title:

Telephone: 5153827204

E-mail: awignall@storycountyiowa.gov

5. Fee Rate and Payment Schedule: CLIENT shall pay SNW for the Services performed hereunder in accordance with the fees outlined below:

The CLIENT will compensate SNW in the total amount of **\$4,750**. The CLIENT will pay in two installments. The initial deposit of 50% (plus travel expenses where applicable) will be due with the signing of this contract. The remaining balance will be due within seven days of the engagement.

If unforeseen events will require longer time and/or greater efforts than anticipated, SNW will notify CLIENT immediately. The impact will be discussed and, if agreed, a revised Statement of Work will be submitted for approval.

6. Signatures: Signatures to this SOW transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

SNW

SARAH NOLL WILSON

President

Sarah Noll Wilson, Inc.

To indicate your acceptance of the above, sign electronically below.

ALISSA WIGNALL

Type your name

J. Mabee
Vice-Chair
11/28/23

1-09

Permit Number 24-7331

STORY COUNTY UTILITY PERMIT

Date 11/21/23

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route 570th Avenue, from SW Corner of Section 5-85-23 to 1600 feet North of SW corner of Section 5-85-23 a distance of 1600 L.F. 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: Directional boring, trenching & excavating on the East side of 570th Avenue, installing a 3" PVC water main in Howard Township, in Section 5, T85N, R23W a minimum of 5 feet deep. See attached Plan Sheet.
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

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

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

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

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

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

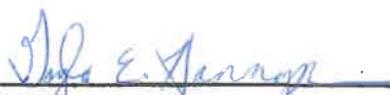
Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

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

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

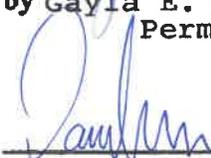
Date 11-21-2023

Iowa Regional Utilities Association
Name of Company (Applicant - Permittee)


by Gayla E. Hannagan, Phone no. 641-792-7011
Permit Manager

Recommended for Approval:

Date 11-21-23


County Engineer Phone no. 515-382-7355

Approved:

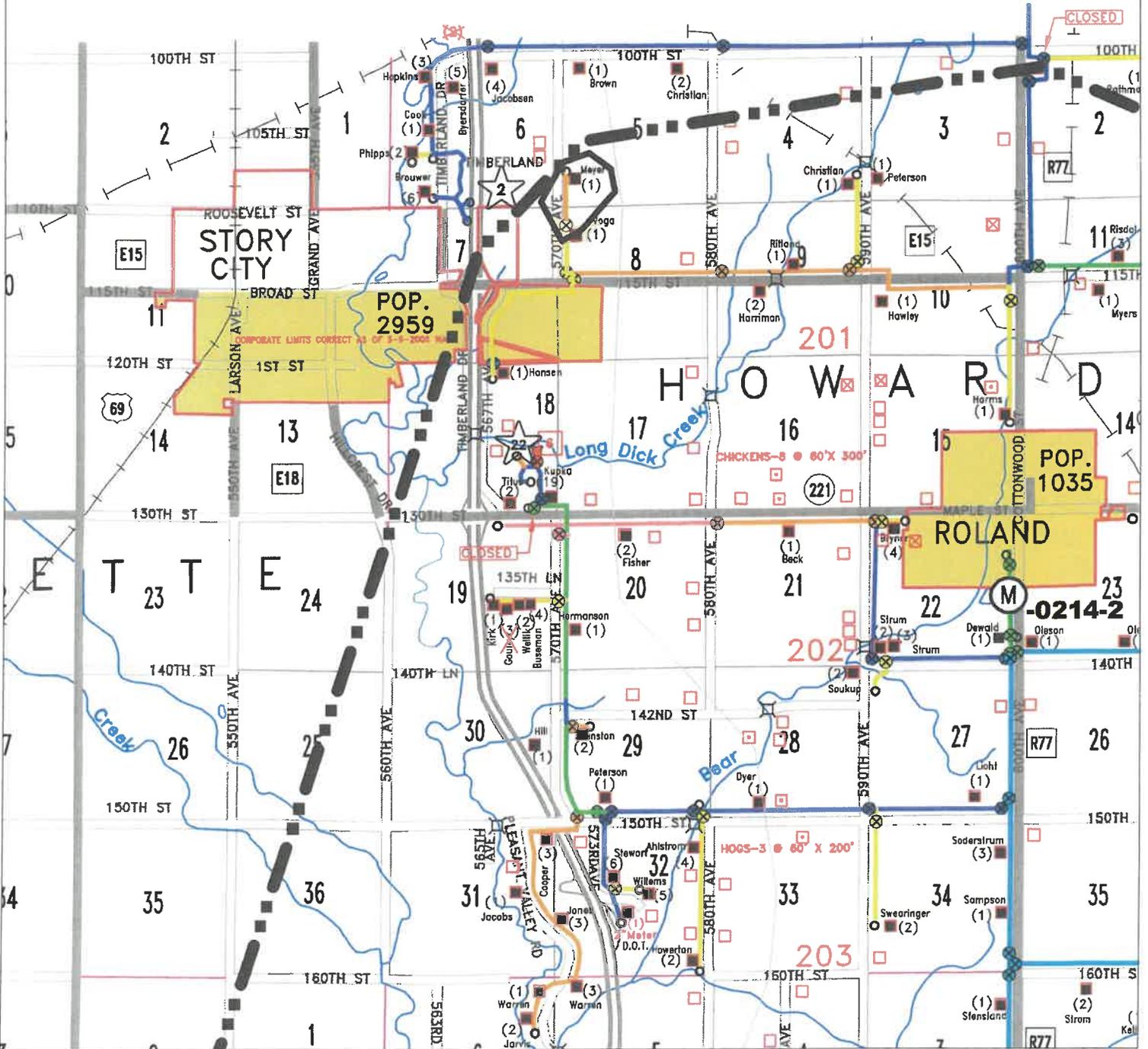
Date 11/28/23


Chair, Board of Supervisors
Story County, Iowa
acc -

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

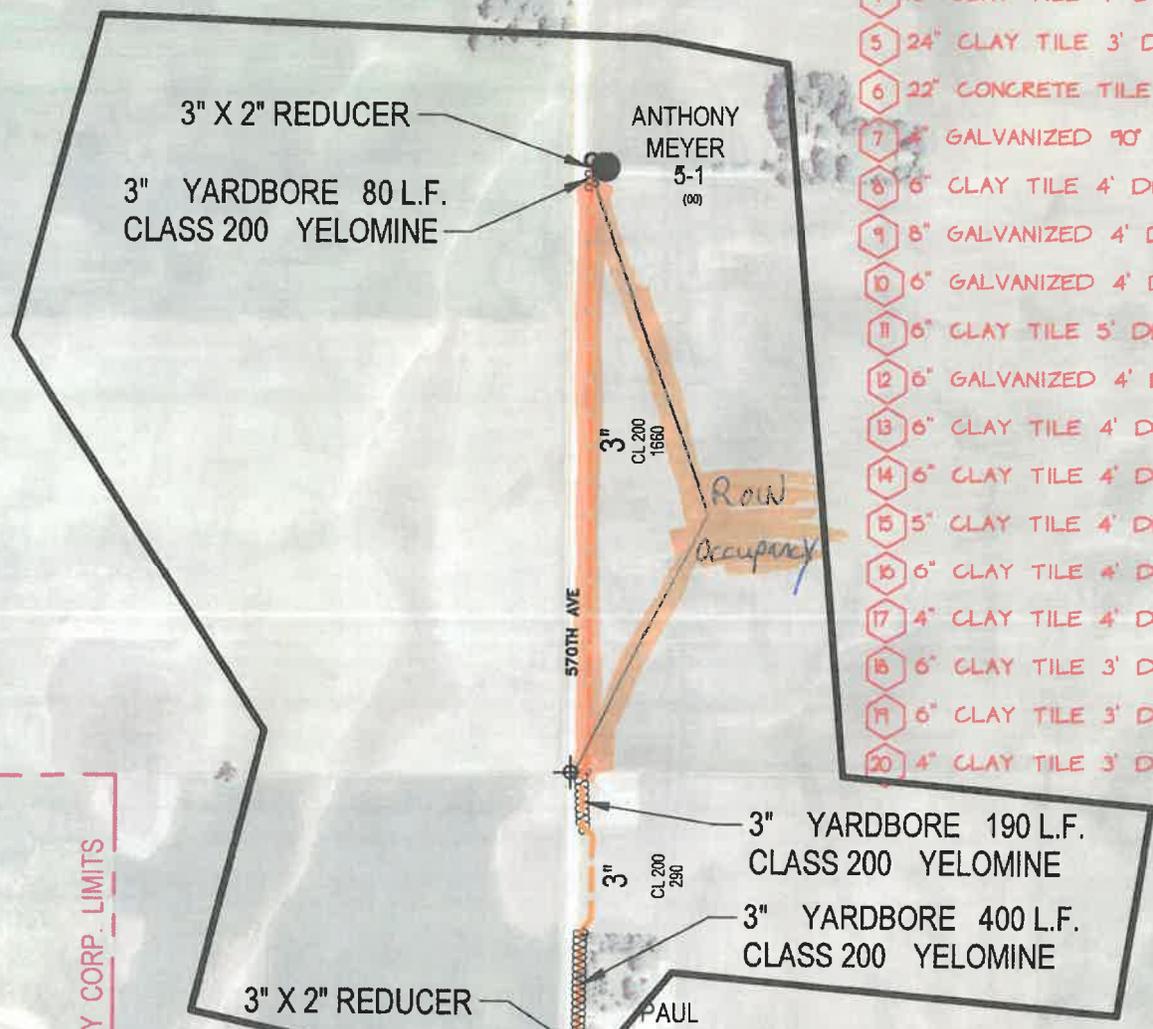
4-W

R-23-W



OF CL.

- 1) 6" TILE 3' DEEP 45° ANGLE
- 2) 12" CLAY TILE 3' DEEP 45°
- 3) 8" CLAY TILE 4' DEEP 90°
- 4) 10" CLAY TILE 4' DEEP 90°
- 5) 24" CLAY TILE 3' DEEP 45°
- 6) 22" CONCRETE TILE 3' DEEP 45°
- 7) 4" GALVANIZED 90° ANGLE
- 8) 6" CLAY TILE 4' DEEP 90°
- 9) 8" GALVANIZED 4' DEEP 45°
- 10) 6" GALVANIZED 4' DEEP 90°
- 11) 6" CLAY TILE 5' DEEP 90°
- 12) 6" GALVANIZED 4' DEEP 45°
- 13) 6" CLAY TILE 4' DEEP 90°
- 14) 6" CLAY TILE 4' DEEP 90°
- 15) 5" CLAY TILE 4' DEEP 45°
- 16) 6" CLAY TILE 4' DEEP 45°
- 17) 4" CLAY TILE 4' DEEP 90°
- 18) 6" CLAY TILE 3' DEEP 90°
- 19) 6" CLAY TILE 3' DEEP 90°
- 20) 4" CLAY TILE 3' DEEP 90°



ANNEXED 1997
DOC-97-08897

STORY CITY CORP. LIMITS

40' E. OF CL. AT FIELD ENTRANCE

39' E. OF CL. AT TILE INLET

6' W.
27' N.

26' E. OF CL.

8' W.

OF CL. AT STEEL CULVERT

OF CL.

OF CL.

OF CL.

OF CL.

SHEET
201
PARTIAL

T84N
R23W

DRAWN BY
DMK
5/25/2023

IOWA REGIONAL UTILITIES ASSOCIATION
3801 IOWA SPEEDWAY DRIVE, NEWTON, IOWA 50208-8245
(641) 792-7011

STORY COUNTY

1" = 500'
N
↑

To: Story County

11/22/2023

RE: MEI

Dear Story County,

I officially recommend Mark Bethel for Medical Examiner Investigator for Story County. Mark has years of experience as the head Medical Examiner Investigator for the State ME Office and Ankeney. Mark charges \$500 per case, which is twice as high as our normal fee, but his experience and availability to fill in the gaps of our schedule after an unexpected MEI departure, is critical.

Thank you,

Dr. Andersen



Trisha Andersen, DO
McFarland Clinic Anatomic Pathology

APPROVED **DENIED**

Board Member Initials: YML

Meeting Date: 11/28/23

Follow-up action: _____

Vehicle Repair and Maintenance Fund (VMRF)

Proposal Requesting Funding - Story County Board of Supervisors

DATE: 7/24/23

AGENCY & CONTACT: The Salvation Army – Kathy Pinkerton, Service Center Coordinator

PROGRAM/SERVICE: Vehicle Maintenance and Repair Fund

AMOUNT REQUESTED: \$5000

APPROVED **DENIED**

Board Member Initials: *AM*

Meeting Date: 11/28/23

Follow-up action: _____

Program Description: The Vehicle Maintenance and Repair Fund (VMRF) program provides up to \$300 to Story County residents unable to afford to repair their vehicle or perform routine critical maintenance on their vehicle to keep it running safely. ~~Repair and maintenance includes~~ oil changes, fluid flush, tire rotation, new tires, etc., as well as fixing/patching flat tires, installing new brakes, and general engine repairs. Low income residents unable to afford the cost of these services are eligible if they need the vehicle to find work, maintain work, or for medical reasons.

Identified Need: The Salvation Army keeps a monthly record of all requests for services, including those we are unable to provide. I noticed we frequently had requests for car repairs, but no program to assist with these requests and nowhere to provide a referral. The topic of the need for assistance with vehicle repairs has also been noted by the Story County Transportation Collaboration (based on surveys and member experience) and the members of the Wheels For Work committee. The need has also been noted by providers working to prevent homelessness because families seeking assistance often stated their reason for being behind with rent or utilities stemmed from a broken-down vehicle. Something as minor as a flat tire can be the difference between getting to work or not for many residents – someone working at minimum wage generally doesn't have an extra \$30 to spare to fix a tire. People living paycheck to paycheck also tend to put off oil changes and other routine maintenance leading to breakdowns and costly repairs. By providing the assistance for repairs and maintenance, we can help a family lose as little as one day's work to a week's worth of wages or more.

Clients Served: This is a new program started in January of 2023. We originally set the program up to provide a max of \$500 in assistance to any given applicant per year, but we have since lowered the amount to \$300 per applicant. The number of clients served depends on the amount of total funding in the program. So far we have spent \$4550.65 on 17 households for an average repair of \$267.69 (the average is reduced to \$245 if the assistance paid out above \$300 is reduced). I have attached a report showing the demographics of the households served as well as the types of repairs assisted with.

Measured Outcomes: 6 months after utilizing assistance through this program, we intend to conduct a short survey regarding the effectiveness. We currently keep demographic data on all applicants, numbers served, type of assistance, and amount of assistance.

Funding Sources: self-generated funds, sponsorships, and grants as available. In FY22/23, we had \$5000 from Corner Stone Church as well as portions of 2 grants that included vehicle repair. We have also been establishing partnerships with repair shops and mechanics

throughout Story County who are willing to accept a check from The Salvation Army, provide in-kind donations, and provide services tax-free. I am including a poster we are using to seek donations and partnerships to support this program.

Client Eligibility – clients must fill out and sign an application for assistance and meet the following criteria:

- Story County resident
- Income at 200% of Poverty Level or less
- Able to show the vehicle is used for employment, seeking employment, or for transportation of at least one family member for medical reasons
- Valid Driver's License
- Able to provide proof of vehicle ownership (valid registration or title)
- Able to provide proof of insurance for vehicle
- If repair is over \$300, able to show how the remaining amount will be paid

Program Budget: The FY22/23 budget was \$5800. Because the program is so new, we have not yet determined the budget for FY23/24. Even though the program hasn't been advertised, clients are finding out about it from other clients and from other service providers who have heard about it. For example, Story County General Assistance staff often refer clients to us when they come in seeking rent/utility assistance. Based on requests for assistance in the short time the program has been in existence, I anticipate 2 applicants per week will meet the eligibility criteria. At \$300 per application, we would need \$31,200 per year to serve 104 households. Since repairs do often fall under \$300, we should be able to serve more than 104 households.

Vehicle Repair and Maintenance Fund

Assisted:

1. 12/29/23 – front wheel hubX bearing assembly for homeless single Ames male by Tony Panke (\$479 total but our share was \$207)
2. 3/6/23 – 4 tires mounted/balanced for single Ames mom with 4 kids by Ames Tire (we paid \$200 of \$380 total)
3. 3/6/23 – brake pad replacement for single Ames mom with 1 child by Ames Tire (we bought pads at O'Reilly for \$75.96 and Ames Tire installed for \$80 for total of \$155.96)
4. 4/4/23 – tires (plus tow) for single male Ames resident by HabHab's (\$362.45)
5. 4/10/23 – Bumper/exhaust re-attached for 70+ aged Nevada couple by Shaffer's (\$300 of their \$500 deductible)
6. 4/10/23 – CV joint and catalytic converter for disabled Kelley male by Tony Panke (\$351)
7. 4/14/23 – paid for radiator through CarQuest for single Colo mom with 3 kids (\$218.27) – repair done by her stepdad for free
8. 4/20/23 –tow and ignition for homeless Ames male by Eastman Auto Repair (\$222.03)
9. 4/25/23 – taillight assembly for homeless Huxley female by Deery of Ames (\$27.84)
10. 5/1/23 – brakes/rotors for Ames single mom with 2 children by Eastman Auto (\$300 of \$1033.48)
11. 5/3/23 – charging system check and battery for single mom with 2 children at Fix-It Auto (\$285.03)
12. 5/8/23 – tie rod/control arm for Nevada female w/custody of 3 grandchildren by Wilson Auto (\$300 of \$664.94)
13. 6/8/23 – Brakes for single mom with 2 children in Huxley by Bud's Auto (\$300 of \$491.94)
14. 6/13/23 – Alternator and serpentine belt for Nevada family of 6 (\$500 of \$590.45)
15. 6/16/23 – brakes for single Ames mom of 2 children at Magic Muffler (\$300 of \$406.55)
16. 7/10/23 – brakes for Ames family of 3 (father ISU grad student w/job at Research Park) at Fix-It Auto (\$300 of \$414.87)
17. 7/10/23 – wheel bearing hub assembly from O'Reilley's (she has a family member who will install this) for disabled McCallsburg female with custody of grandchild (\$220.99)

Stats: 17 households; 45 individuals (24 were children); \$4550.65 spent; average spent per household was \$267.69; \$1040.15 remaining in fund

Shops willing to bill us:

- Ames: Eastman Auto, Fix-It Auto, Magic Muffler, Ames Ford Lincoln, Tony Panke, Shaffer's Auto Body, Trickle Firestone
- Nevada: Wilson Repair; R & N Automotive
- Huxley: Bud's Auto



STORY COUNTY
VEHICLE MAINTENANCE &
REPAIR FUND



**HOW TO GET INVOLVED:
VEHICLE MAINTENANCE
& REPAIR FUND**

Housed at The Salvation Army, 703 East Lincoln Way, Ames

FOR HOUSEHOLDS THAT:

- Are Story County households working, in school or needing medical access
- Are at or below 200% of the federal poverty level
- Have an ability to pay some of the repair costs

HOW CAN YOU HELP?

Mechanics/dealers/parts shops - consider providing parts at cost and/or a discounted labor rate. We would love to work with you!



Consider making a tax-deductible donation. Checks can be mailed to The Salvation Army, attention: Vehicle Maintenance & Repair Fund at PO. Box 1681, Ames, IA 50010



Consider encouraging your employer, church, service club, etc. to sponsor.



Join our sub-committee to volunteer your time and talents.



QUESTIONS?



amessc@usc.salvationarmy.org



515-233-3567 ext. 1

WHY?

Reliable transportation is a key to financial stability, health, and education! A working vehicle means an ability to get to work, to medical appointments, to school, and extracurricular activities, and beyond.





STORY COUNTY
VEHICLE MAINTENANCE &
REPAIR FUND



**THE VEHICLE MAINTENANCE & REPAIR FUND
SPONSORSHIP LEVELS**

SPONSORSHIP LEVELS

Platinum

\$5000 or more
Cornerstone Church

Gold

\$1000 or more

Silver

\$500 or more

Bronze

\$250 or more

In Kind

Ames: Ames Ford Lincoln, Eastman Auto, Fix-It Auto,
Magic Muffler, O'Reillys, Shaffer's Auto Body, Tony Panke
Nevada: R & N Automotive, Wilson Repair
Huxley: Bud's Auto

QUESTIONS?



515-233-3567 ext. 1



amessc@usc.salvationarmy.org

A need identified by the
Story County Transportation Collaboration



Direction

~~APPROVED~~

~~DENIED~~

Board Member Initials: YMW

Provider Agreement

Meeting Date: 11/28/23

Follow-up action: _____

THIS AGREEMENT is entered into by and between Story County, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and the City of Nevada, Iowa, hereinafter referred to as "Provider", whose mailing address and telephone number is 1209 6th Street, Nevada, Iowa 50201, telephone 515-382-5466.

1. PURPOSE AND INTENT. The purpose of the agreement is for the Provider to:
 1. Incorporate content from Story County into the Provider's monthly print publication *Our Nevada* as follows:
 - a. monthly as a full color, one page with no advertising; and
 - b. two times annually (~~March~~ April and September tentatively) the front cover along with the monthly page with no advertising.
 2. Print-ready files with content will come from the County Staff to the Provider
2. COMPENSATION. County will pay ~~\$2,500~~ 2,900 for fiscal year ~~2024~~ 2025, payable in two installments of ~~\$1,250~~ 1,450 each upon receipt of invoices from the Provider on or about July 1, 2023~~4~~ and December 1, 2023~~4~~.
3. REQUIREMENTS. County and Provider hereby agree to perform all duties in accordance with all state and federal laws and regulations. County and Provider assures that no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.
4. TERM AND TERMINATION OF AGREEMENT. This agreement is effective on the _____ day of December 2023 through December 31, 2024. Either party may terminate this agreement effective immediately for their convenience.
5. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.
6. INDEPENDENT CONTRACTOR. It is understood, and the provider agrees that it is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.
7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the

laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

This agreement and referenced attachments constitute the entire contract for this specific project of the parties hereto and supersedes any prior agreement between the parties for this specific project.

STORY COUNTY, IOWA (County)

CITY OF NEVADA, IOWA (Provider)

By:

By:

Chairperson of the Board of Supervisors

Title:

Dated: _____

Dated: _____