

The Board of Supervisors met on 11/5/24 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Linda Murken, and Latifah Faisal, with Heddens presiding. (all audio of meetings available at [storycountyiowa.gov](http://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 reported on a correction for one of the proclamations. Murken moved, Faisal seconded adopting the agenda with the change in proclamation. Motion carried unanimously (MCU) on a roll call vote.

**PUBLIC COMMENT #1:** Lucy Martin, Auditor, reported today is the General Election, polls are open from 7 a.m. to 8 p.m. Currently there are reports of ballots jamming in multiple precincts (Story City, Ames 18, Maxwell, Zearing). Martin stated we have mandated paper ballots in Iowa and emergency bins on the election equipment. Results are not official until canvass. All ballots will be counted. Martin stated the public test of equipment went well; she has been unable to pinpoint the source of the issue. The Auditor's Office is working on the problem with its election equipment vendor; problems are unwelcome but there is a contingency plan for everything. When a clear answer is available, the Auditor's Office will issue a statement to the media.

**PROCLAMATION RECOGNIZING 11/12/24 AS PHILANTHROPY DAY:** The Board read the Proclamation in full. Faisal moved, Murken seconded approving the Proclamation recognizing 11/12/24 as Philanthropy Day. Roll call vote. (MCU). Charlie Weber, Story County Alliance for Philanthropy, reported on nominations throughout the County, submitted by Main Street Nevada, State Bank and Trust, and Christa Skaggs. He thanked the Board.

**PROCLAMATION RECOGNIZING 11/6/24 AS DURABLE MEDICAL EQUIPMENT PROVIDERS DAY:** The Board read the Proclamation in full. Murken moved, Faisal seconded approving the Proclamation recognizing 11/6/24 as Durable Medical Equipment Providers Day. Roll call vote. (MCU)

**MINUTES:** 10/29/24 Minutes – Faisal moved, Murken seconded approving the 10/29/24 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** New hire, effective 11/1/24, in Attorney's Office for Wesley Hoyer @ \$3,506.72/bw; 2) re-hire, Attorney's Office, effective 11/15/24 for Brett Schilling @ \$4,066.72/bw. Murken moved, Faisal seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

**CLAIMS:** 11/7/24 Claims for \$ 3,201,281.35 (run date 11/1/24), 28 pages, on file in the Auditor's Office and authorize the Auditor to issue checks in payments of these claims and payment requests from CIDTF (\$10493.59), Emergency Management (\$189.46), E911 (\$519.87), County Assessor (\$27,663.20), City Assessor (\$31,971.29), Central Iowa Community Services (\$288,792.36). Faisal moved, Murken seconded approving claims as presented. Roll call vote. (MCU)

Murken moved, Faisal seconded approving Consent Agenda.

1. Agreement between Stericycle and Human Health Services for shredding, effective 12/1/24-11/30/25, for \$910.00 per year
2. Quarterly Report for the Treasurer
3. Change Order No. 3 for Heart of Iowa Nature Trail Paving Project Phases 4-6 for \$6,628.60 from Wicks Construction, Inc.
4. Amendment for Professional Services Agreement with Bolton and Menk for McFarland Shop Design not to exceed \$20,000.00
5. Contract for Highway Right-of-Way with Forty and Eight Reserve, LLC for the purchase of temporary easement for \$671.85 (Project No. BROS-C085(162)--5F-85
6. FY25 Communications Plan
7. Memorandum of Understanding with Youth and Shelter Services (YSS) for Byrne Justice Assistance Grant (JAG) for FY25
8. Utility Permits: #25-7957; #25-7967
9. Appointment of Benjie Anderson to the Roland Public Library Board of Trustees for a three-year term ending 6/30/27

Roll call vote. (MCU)

**SECOND CONSIDERATION ORDINANCE NO. 321 AN ORDINANCE AMENDING CHAPTER 32 OF THE STORY COUNTY CODE OF ORDINANCES:** Marcus Amman, Senior Planner, reported on speaking at E911 Coordinator Amanda Pyle to confirm E911 would dispatch any emergency responses to both the new and old address. He reported on the street names, the naming process, and direction from First Consideration, and he asked for additional questions.

Staff recommended approval of Second Consideration and waiving Third Consideration. Andrea Wagner, Senior Planner, reported of the people that responded, one person actually lives on the road in question. Heddens opened the public hearing at 10:15 a.m. Luke Scallon, Cross Road Baptist Church, is opposed. Amman reported since the area is within two miles of the City of Ames, the city's naming convention is used. Discussion took place. Amman reported on these roads are in use now. If the ordinance is not approved, the process will start over. Murken added the City Ames has annexed a portion of the area already. Heddens, hearing none further, closed the public hearing at 10:18 a.m.

Faisal moved, Murken seconded approving the Second Consideration of Ordinance No. 321, Amending Chapter 32 of the Story County Code of Ordinances and Waived Third Consideration. Roll call vote. (MCU) Amman reported it will take a week or two to finalize.

**GENERAL ASSISTANCE QUARTERLY REPORT:** Director Erin Rewerts reported on applications, new staff, cross-training for Veterans Affairs and General Assistance, and supermarket event.

**DIRECTION FOR LAW BOOKS FROM JUSTICE CENTER:** Joby Brogden, Facilities Management Director, reported the current upgrades at the Attorney's Office do not include a law library. With the most updated references available through other media, the books are of historical value only. Brogden reported on available options: donation, selling, or other. He asked for direction from the Board. The Board asked about local libraries. Brogden stated there is no interest from that quarter. Discussion took place. The Board directed Brogden to sell on auction, and then recycle any remaining books.

**DIRECTION AND DECISION ON PAUSING FUTURE CLAIM PAYMENTS TO THE CITY OF ROLAND,**

**PURSUANT TO THE CITY OF ROLAND AMERICAN RESCUE PLAN ACT (ARPA) AGREEMENT:** Crystal Rink, Assistant Attorney, reported the County has learned of pending court action regarding the City of Roland's ARPA-funded storm sewer project. The County is obligated to monitor and oversee the City of Roland's project to ensure

compliance with the federal and state laws, and the County must consider taking enforcement action. She reported on options, and asked the Board for direction. Discussion took place. Crystal Davis, County Outreach and Special Projects Manager, reported on paid claims and pending claims. Additional discussion took place. Faisal supports Option 3, paying submitted claims and holding any further submissions. Murken concurred. Heddens stated a motion is needed. Kurtis Bower, Mayor of Roland, stated if funds are halted, the City of Roland will likely bear all expenses. Dalton Johnston, City of Roland Public Works Supervisor, asked if the payment pause would affect all aspects of the project. Davis reported on the water main looping funding. Additional discussion took place. Johnston stated he needed clarification on funding for the water main looping project. Rink stated it was a bundle award. Faisal moved, Murken seconded approving to pay claims that have been received to date, but pause future payment until a decision is made by the courts. Roll call vote. (MCU)

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE**

**SUPERVISORS:** All Board members reported on upcoming meetings and items.

Murken moved, Faisal seconded to adjourn at 10:53 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Tentative Agenda  
Administration Building,  
900 6th St., Nevada, IA  
11/05/24

1. SPECIAL NOTE TO THE PUBLIC: (3) - This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

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

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

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

Please click this URL to join. [HTTPS://US02WEB.ZOOM.US/J/84068041164?  
PWD=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1](https://us02web.zoom.us/j/84068041164?pwd=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1)

Passcode: 751099

Or One tap mobile:

+13017158592,,84068041164# US (Washington DC)

+13052241968,,84068041164# US

Or join by phone:

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

US: +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or  
+1 646 931 3860 or +1 929 205 6099 or +1 360 209 5623 or +1 386 347 5053 or +1 507  
473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000  
or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 840 6804 1164

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:  
This comment period is for the public to address topics on today's agenda
6. Consideration Of Proclamation Recognizing November 12, 2024 As Philanthropy Day

Department Submitting Board of Supervisors

Documents:

PHILANTHROPY DAY.PDF

7. Consideration Of Proclamation Recognizing November 6, 2024 As Durable Medical Equipment Providers Day

Department Submitting Board of Supervisors

Documents:

DME DAY.PDF

8. AGENCY REPORTS:

9. CONSIDERATION OF MINUTES:

I. 10/29/24 Minutes

Department Submitting Auditor

10. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

New hire, effective 11/18/24, in Attorney's Office for Wesley Hoyer @ \$3,506.72/bw; 2) re-hire, Attorney's Office, effective 11/15/24 for Brett Schilling @ \$4,066.72/bw.

Department Submitting Auditor

11. CONSIDERATION OF CLAIMS:

I. 11/7/24 Claims

Department Submitting Auditor

Documents:

CLAIMS 110724.PDF

12. CONSENT AGENDA:

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

I. Consideration Of Agreement Between Stericycle And Human Health Services For Shredding Effective 12/1/24-11/30/25 For \$910.00/Annual

Department Submitting Auditor

Documents:

DHS AMES.PDF

II. Consideration Of Quarterly Report For The Following: Treasurer

Department Submitting Auditor

Documents:

TR QTR.PDF

III. Consideration Of Change Order No. 3 For Heart Of Iowa Nature Trail Paving Project Phases 4-6 For \$6,628.60 From Wicks Construction, Inc. (Within Budget)

Department Submitting Conservation

Documents:

HOINT WICKS CO3.PDF

IV. Consideration Of Amendment For Professional Services Agreement With Bolton And Menk For McFarland Shop Design To Include CACO For Not To Exceed \$20,000.00

Department Submitting Conservation

Documents:

MCF SHOP BOLTON MENK CACO.PDF

V. Consideration Of Contract For Highway Right Of Way With Forty And Eight Reserve, LLC For The Purchase Of Temporary Easement For \$671.85 (Project No. BROS-C085 (162)-5F-85

Department Submitting Engineer

Documents:

ROW FORTY AND EIGHT RESERVE.PDF

VI. Consideration Of FY25 Communications Plan

Department Submitting Board of Supervisors

Documents:

FY25 COMMUNICATIONS PLAN.PDF

VII. Consideration Memorandum Of Understanding With Youth & Shelter Services For Byrne JAG Grant For FY25

Department Submitting Auditor

Documents:

MOU.PDF

VIII. Consideration Of Utility Permit(S) #25-7957, #25-7967

Department Submitting Engineer

Documents:

UT 25 7957.PDF  
UT 25 7967.PDF

IX. Consideration Of Appointment To Roland Public Library Board Of Trustees For A 3 Year Term Ending 6/30/2027; Benjie Anderson

Department Submitting Board of Supervisors

Documents:

CITY OF ROLAND LIBRARY TRUSTEES APPOINTMENT.PDF

13. PUBLIC HEARING ITEMS:

I. Second Consideration Ordinance 321 An Ordinance Amending Chapter 32 Of The Story County Code Of Ordinances - Marcus Amman & Andrea Wagner

Department Submitting Planning & Development

Documents:

MEMO.PDF  
ORDINANCE 321.PDF

14. ADDITIONAL ITEMS:

15. DEPARTMENTAL REPORTS:

I. General Assistance Quarterly Report - Erin Rewerts

Department Submitting Auditor

Documents:

GA QTR.PDF

16. OTHER REPORTS:

I. Discussion And Direction For Law Books From Justice Center - Joby Brogden And Tim Meals

Department Submitting Facilities Management

Documents:

MEMO LAW BOOKS FROM LAW LIBRARY.PDF

II. Direction And Decision On Pausing Future Claim Payments To The City Of Roland, Pursuant To The City Of Roland American Rescue Plan Act (ARPA) Agreement - Crystal Davis

Department Submitting Board of Supervisors

Documents:

CITY OF ROLAND STAFF MEMO .PDF  
CITY OF ROLAND PETITION.PDF

17. UPCOMING AGENDA ITEMS:

18. PUBLIC COMMENT #2:

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

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

20. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

11/5/24

NAME

Kurtis Bower  
Charlie Weber  
Janri Tharp  
Robert Tharp  
Erin Reed  
THERON CHRISTENSEN  
Crystal Rink  
Joby Brogden  
Sarah  
Crystal Davis  
Marcus Amman  
Andrea Wagner  
Greg Picklapp  
Way MARTIN  
Melissa Mattingly  
Dalton Johnston

AGENCY

City of Roland IA  
Story County Alliance for Philanthropy  
CHOIA Medical LLC Ames  
Choice Medical Ames  
Story Co. GA  
COUNTY ATTORNEY'S OFFICE  
COUNTY ATTY'S OFFICE  
SLFM  
BoS  
PODS  
P&D  
P&D  
Alliance  
AUDITOR  
city of Roland  
city of Roland

# PROCLAMATION

## *Philanthropy Day*

**November 12, 2024**

**WHEREAS**, for nineteen years, the Story County Alliance for Philanthropy has created awareness of philanthropy efforts in Story County and recognized over eighty outstanding Adult and Youth Individuals, Families, Groups and Businesses throughout Story County who have exhibited outstanding financial or leadership support for many charitable causes; and

**WHEREAS**, the purpose of the proclamation is to educate the public about the many examples of philanthropy that have occurred and continue to occur in Story County; and

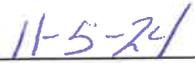
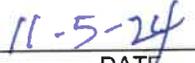
**WHEREAS**, the Story County Alliance for Philanthropy creates awareness of philanthropy in Story County throughout the month of November as a part of National Philanthropy Month; and

**WHEREAS**, philanthropy can have many definitions, including adult and youth individuals, families, groups and businesses that volunteer and donate time, effort, leadership, skills, knowledge, property or money to actively promote human welfare to improve quality of life, which enables everyone to celebrate the extraordinary change that fundraising and philanthropy have helped to create in our world; and

**WHEREAS**, there are many organizations committed to creating awareness of and providing recognition of philanthropy in Story County, which include alliance committee members: Boys & Girls Clubs of Story County, ChildServe, Friendship Ark, Good Neighbor Emergency Assistance, Iowa State Memorial Union, Iowa State University Foundation, Mary Greeley Medical Center Foundation, Octagon Center for the Arts, Story County Community Foundation, Story County Medical Center, The ARC of Story County, The Bridge Home, United Way of Story County and Youth and Shelter Services (YSS); and

**WHEREAS**, Story County Board of Supervisors recognizes the value of philanthropy in helping many individuals in Story County;

**NOW, THEREFORE, BE IT RESOLVED THAT**, We, the Story County Board of Supervisors, do hereby proclaim November 12, 2024 as Philanthropy Day in Story County. On behalf of our community, we encourage all citizens to recognize the many philanthropic efforts of our citizens.

	
SIGNATURE	DATE
	
SIGNATURE	DATE
	
SIGNATURE	DATE



# PROCLAMATION

## *Durable Medical Equipment Providers Day*

November 6, 2024

**WHEREAS**, Congress has not designated a day for Durable Medical Equipment providers which would honor all DME providers. DME providers are a big part of healthcare and help people remain at home with the appropriate DME such as oxygen, CPAP's and hospital beds; and

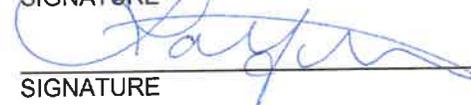
**WHEREAS**, there are over 6,000 DME companies in the us. this number does not account for all of the staff, including professionals at those 6000 companies; and

**WHEREAS**, Millions of Americans have benefited from Durable Medical Equipment. It has allowed them to remain at home or active instead of confined to a facility or home; and

**WHEREAS**, The Men/Women who work in Durable Medical Equipment go to patients' homes, facilities, hospitals etc. to deliver the equipment such as oxygen and nebulizers; and

**WHEREAS**, Thousands of DME providers work in conditions and are exposed to infectious diseases and illnesses to care for their patients; and

**NOW, THEREFORE, BE IT RESOLVED THAT**, We, the Story County Board of Supervisors, do hereby proclaim November 6th as National Durable Medical Equipment Provider's day and we encourage our citizens to celebrate and appreciate these men and women in our communities.

 SIGNATURE	11-5-24 DATE
 SIGNATURE	11-5-24 DATE
 SIGNATURE	11/5/24 DATE





<b>Customer Information</b>		<b>Quotation Number</b>	<b>202410271145RP</b>
Agency Contract #	0	Date Quoted	27-Oct-2024
Agency PO #	0	Local Branch #	000
Contract Short Name	DEPARTMENT OF HUMAN SERVICES	Local Branch Address	0
Service Type	Auto	Frequency	Every 4 Weeks
PoP Start Date	12/1/2024	PoP End Date	11/30/2025

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

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

Notes	Contract start dates cannot be backdated from the time we receive a signature. If that takes place please line out whats listed and put your signature date as the POP start date in a 12 month agreement. Make sure POP end date is 12 months from POP start date.
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<b>By signing, I approve the pricing, Terms &amp; Conditions and services listed:</b>			
<b>Stericycle, Inc.</b>		<b>Customer Signature</b>	
Stericycle Signature:	<i>Ronald Purgatorio</i>	Authorized Signature:	<i>Lisa K Heddens</i>
Print Name:	Ronald Purgatorio	Print Name:	Lisa K Heddens
Position:	GAE	Position:	Chair
Date:	10/27/2024	Date:	11-5-24

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

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



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

Price Sheet

Date Quoted 27-Oct-2024  
 Agency Name DEPARTMENT OF HUMAN SERVICES  
 Service Type Auto  
 Onsite or Offsite Onsite  
 Material Type Paper  
 Charge All

Item #	Location	Stop Charge	Total Bins	Qty of 95s	Price per 95	Subtotal 95s	Per Service Add'l Charge Type	Per Service Add'l Charge Amount	Per Service Subtotal	Additional Charges Type	Additional Charges Amount	# Service per year	Annual Total
		Incl 2 95											
1	DEPT OF HUMAN SERVICES	\$70	2	2	\$40.00	\$0.00			\$70.00			13	\$910.00
2						\$0.00			\$0.00				\$0.00
3						\$0.00			\$0.00				\$0.00
4						\$0.00			\$0.00				\$0.00
5						\$0.00			\$0.00				\$0.00
6						\$0.00			\$0.00				\$0.00
7						\$0.00			\$0.00				\$0.00
8						\$0.00			\$0.00				\$0.00
9						\$0.00			\$0.00				\$0.00
10						\$0.00			\$0.00				\$0.00
<b>ANNUAL GRAND TOTAL</b>												<b>\$ 910.00</b>	

# Stericycle, Inc Terms Conditions

## Government Customers

July 2021

Stericycle, Inc., a Delaware corporation, with offices at 2355 Waukegan Road, Bannockburn, IL 60015 ("Stericycle"), and DEPT OF HUMAN SERVICES with offices at 126 KELLOGG AVE 101 AMES IOWA 50010-7032 ("Customer"), hereby agree to the terms listed here below, dated as of the 1ST day of DECEMBER 2024 (the "Effective Date").

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

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

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

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

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

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

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

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

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

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

## Government Customers

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



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

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

**Treasurer's Quarterly Report**

FY2025-Q1

Wednesday October 30<sup>th</sup>, 2024

Prepared by:

Ted Rasmusson, Treasurer

Ardis A Baldwin, Finance Deputy

Lori McDonald, Operations Deputy

**APPROVED**

**DENIED**

Board Member Initials: AKH

Meeting Date: 11-5-24

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

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

**Narrative**

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Treasurer – Ted Rasmusson

**July, August, September 2024**

First Quarter FY2025 was an eventful one for the Treasurer's Office. We completed our year end FY24 responsibilities, had our engagement with the State Auditors, welcomed Staci Muschick to our team from the Sheriff's Office, sent out tax statements, and completed our 1<sup>st</sup> half tax collection, all while continuing our motor vehicle transaction responsibilities in an efficient manner.

On our Property Tax/Finance side of the office, we were able to collect over 98% of 1<sup>st</sup> half property taxes on time this year. As state code requires we will mail out late notices for all unpaid taxes by November 1. Our tax statement printing and mailing process was successful this year, but did face some challenges as Tyler and our other associated offices continue to work through the many property tax law changes from the last few years. This caused them to be delayed, but we were one of the earliest counties to get them sent out. Our collections were very efficient as we rarely had mail carry over from one day to the next, as we prioritized processing customer payments as quickly as possible.

Our investments continued to provide a strong return throughout the quarter, although a meeting of the Federal Reserve Board in late September that resulted in interest rates being lowered. Even with the lower rate, our current returns are historically very strong. We did face a challenge this quarter as the City of Ames lost a case at the state Property Assessment Appeal Board that resulted in a significant refund. The case was also a challenge as it affected multiple property tax years. Our office worked quickly with the Auditor's Office to handle the situation and return the money as quickly as possible without disrupting tax collections.

The busiest time of the year for Treasurer's Offices is August/September just based on property taxes, but in a cruel twist of irony, that is also when automobile manufacturers release their new models. Our office saw a large uptick in title transfers throughout first quarter 2025. Two factors contributed to this, one being the new vehicles models released, but the more significant factor is the contiguous county titling law. Polk County struggled with staffing levels throughout the quarter leading us to complete 541 titles for contiguous county residents. This accounted for nearly 9% of the 6,133 titles we completed between July 1 and September 30. The biggest challenge for our office is that all of these titles are for walk-in customers, as dealerships have not begun using the contiguous county option yet. Walk-in customers typically take clerks 10-12 minutes to process versus 7-8 minutes for dealer submissions.

Since January 1, 2024, our contiguous county transaction weekly average has gone from 19 in 3Q FY24 to 34 in 4Q FY24 to 42 for 1Q FY25. We expect this number to make a major jump in after January 1, 2025 when Any County Titling is allowed statewide and dealerships are given more access to move between counties. We will benefit from the fee structure change that will go into effect with this change, but may have to be nimble in addressing possible staffing challenges if our title transactions take a significant jump.

Thank you,

Ted Rasmusson, Story County Treasurer

**Data/Tables/Statistics**

**Cash and Investments**

Invested Funds Summary						
	7/31/2024		8/31/2024		9/30/2024	
Type	Amount	Percentage	Amount	Percentage	Amount	Percentage
Cash & Bank Accounts	\$12,906,543.00	20.84%	\$18,098,795.35	23.53%	\$28,056,496.69	21.52%
Iowa Public Agency Investment Tr	\$9,703,675.59	15.67%	\$19,340,653.56	25.14%	\$63,241,028.72	48.51%
Certificates of Deposit	\$39,307,439.65	63.48%	\$39,489,617.99	51.33%	\$39,068,137.07	29.97%
Totals	\$61,917,658.24	100.00%	\$76,929,066.90	100.00%	\$130,365,662.48	100.00%

Matured CD's - July	New Rate		
First Interstate Bank	4.70%	Renewed	\$750,000.00
South Story Bank & Trust	4.69%	New	\$500,000.00
<b>Matured CD's - August</b>			
South Story Bank & Trust	4.70%	New	\$500,000.00
<b>Matured CD's - Sept</b>			
Maxwell State Bank	4.50%	Renewed	\$500,000.00
South Story Bank & Trust	4.25%	Renewed	\$1,000,000.00

Tax Collections	
July Total Tax Collections	\$838,724.95
August Total Tax Collections	\$21,299,365.82
September Total Tax Collections	\$70,323,799.91
<b>Quarterly Total</b>	<b>\$92,461,890.68</b>

LISTING OF CERTIFICATES OF DEPOSIT & OTHER INVESTMENTS  
 Story County Treasurer- as of September 30, 2024

											Total	
											\$39,068,137.07	
Purchase Date	Maturity Date	Purchase Amount	Cash In Amount	Interest Rate	Term	Certificate Number	Bank	Ann Anticp Interest	Interest Received	Notes		
5/2/2012		\$7,321,478.66	\$2,818,205.66				Peaks Investment		\$559,958.58			
2/28/2012		\$60,175.35	\$60,000.00				Drainage Certs			12/20/2017/09/14/2018		
5/1/2023		\$5,347,894.45				1348875-1	IPAIT-Rolling CD		\$347,894.45			
10/1/2023		\$16,818,359.20				1278943-1	IPAIT-Rolling CD		\$818,359.20			
9/15/2022	9/15/2023	\$500,000.00	\$500,000.00	0.80%	365	7787	Maxwell State Bank	\$4,000.00	\$4,000.00	Renewed		
4/19/2023	4/19/2024	\$1,022,873.25	\$1,022,873.25	2.24%	365	22823	South Story Bank	\$22,873.25	\$22,873.25	Re-Now #23236		
5/15/2023	5/15/2024	\$1,042,468.18	\$1,042,468.18	4.21%	365	22852	South Story Bank	\$43,887.91	\$42,468.18	Cashed In		
6/20/2023	6/20/2024	\$1,047,732.84	\$1,047,732.84	4.70%	365	22875	South Story Bank	\$49,243.44	\$47,732.84	Cashed In		
7/13/2023	7/13/2024	\$1,047,830.42	\$1,047,830.42	4.70%	365	22887	South Story Bank	\$49,248.03	\$47,830.42	Cashed In		
8/15/2023	8/15/2024	\$1,048,318.38	\$1,048,318.38	4.70%	365	22896	South Story Bank	\$49,270.96	\$48,318.38	Cashed In		
9/1/2023	4/1/2024	\$750,000.00	\$750,000.00	4.85%	213	3410004315	First Interstate Bank	\$21,664.73	\$21,664.73	Renewed		
9/6/2023	2/6/2024	\$750,000.00	\$750,000.00	5.08%	152	3410004354	First Interstate Bank	\$15,866.30	\$16,964.97	Renewed		
9/13/2023	9/13/2024	\$1,047,818.89	\$1,047,818.89	4.70%	365	22918	South Story Bank	\$49,247.49	\$47,818.89	Renewed-Now #23514		
9/15/2023	9/15/2024	\$500,000.00	\$500,000.00	4.50%	365	7877	Maxwell State Bank	\$22,500.00	\$22,561.63	Renewed-Now 8757		
10/11/2023	10/11/2024	\$1,024,065.75		4.80%	365	22952	South Story Bank	\$49,155.16	\$24,065.75	Semi Annual		
11/20/2023	11/20/2024	\$1,025,430.14		5.10%	365	23010	South Story Bank	\$52,296.84	\$25,430.14	Semi Annual		
12/14/2023	12/14/2024	\$1,026,178.08		5.25%	365	23052	South Story Bank	\$53,874.35	\$26,178.08	Semi Annual		
1/4/2024	1/4/2025	\$1,024,632.33		4.94%	365	23083	South Story Bank	\$50,616.84	\$24,632.33	Semi Annual		
2/6/2024	2/6/2025	\$1,024,183.56		4.85%	365	23146	South Story Bank	\$49,872.90	\$24,183.56	Semi Annual		
2/8/2024	11/8/2024	\$750,000.00		4.70%	276	3410004354	First Interstate Bank	\$29,664.79				
3/8/2024	3/8/2025	\$1,023,945.21		4.75%	365	23195	South Story Bank	\$48,637.40	\$23,945.21	Semi Annual		
4/3/2024	7/3/2024	\$750,000.00	\$750,000.00	5.00%	91	3410004315	First Interstate Bank	\$9,349.32	\$9,364.15	Renewed		
4/25/2024	4/25/2025	\$1,000,000.00		4.75%	365	23236	South Story Bank	\$47,500.00				
5/21/2024	5/21/2025	\$500,000.00		4.99%	365	23282	South Story Bank	\$24,950.00				
6/21/2024	6/21/2025	\$750,000.00		4.69%	365	23330	South Story Bank	\$35,175.00				
7/12/2024	4/12/2025	\$750,000.00		4.70%	275	3410004315	First Interstate Bank	\$26,558.22				
7/16/2024	7/16/2025	\$500,000.00		4.69%	365	23381	South Story Bank	\$23,450.00				
8/28/2024	8/28/2025	\$500,000.00		4.70%	365	23468	South Story Bank	\$23,500.00				
9/13/2024	9/13/2025	\$1,000,000.00		4.25%	365	23514	South Story Bank	\$42,500.00				
9/15/2024	3/15/2025	\$500,000.00		4.50%	181	8757	Maxwell State Bank	\$11,157.53				
		\$51,453,384.69	\$12,385,247.62									

## Motor Vehicle Statistics

	Title Transfers	Registration Renewals	CC/DOR Debt Revenue	Revenue Generated	Total Revenue	Expenses	Net to County General Fund
<b>Jul-24</b>	1,775	10,230	\$5.00	\$77,163.34	\$77,168.34	\$29,490.24	\$47,678.10
<b>Aug-24</b>	1,965	10,096	\$0.00	\$73,756.91	\$73,756.91	\$39,190.98	\$34,565.93
<b>Sept-24</b>	1,886	9,918	\$5.00	\$72,952.04	\$72,957.04	\$32,663.20	\$40,293.84
<b>Total</b>	<b>5,626</b>	<b>30,244</b>	<b>\$10.00</b>	<b>\$223,872.29</b>	<b>\$223,882.29</b>	<b>\$101,344.42</b>	<b>\$122,537.87</b>

## Collections for CC/DOR

	Clerk of Court	Dept of Rev	Totals
<b>Jul-24</b>	\$0.00	\$16.47	<b>\$16.47</b>
<b>Aug-24</b>	\$0.00	\$0.00	<b>\$0.00</b>
<b>Sept-24</b>	\$20.50	\$0.00	<b>\$20.50</b>
<b>Total</b>	<b>\$20.50</b>	<b>\$16.47</b>	<b>\$36.97</b>

DATE	#MV CUST	#MV RENEW	REGISTRATION FEES	ORGAN DONOR	SERVICE FEES	TOTAL MV & FEES	DATE	#TAX CUST	#TAX PARCEL	TAX PAID	SERVICE FEES	TOTAL TAX & FEES	TOTAL CUST	TOTAL TO COUNTY	TOTAL SERVICE FEES
Jul-24	2100	3096	\$521,571.45	\$117.75	\$3,679.06	\$525,368.26	Jul-24	433	611	\$209,224.65	\$338.21	\$209,562.86	2533	\$730,913.85	\$4,017.27
Aug-24	2045	3097	\$521,742.50	\$109.00	\$3,610.66	\$525,462.06	Aug-24	2305	3281	\$7,608,554.59	\$7,948.54	\$7,616,503.13	4350	\$8,130,406.09	\$11,559.10
Sep-24	2034	3024	\$519,929.00	\$238.00	\$3,560.16	\$523,727.16	Sep-24	3889	20237	\$41,450,374.45	\$13,488.79	\$41,463,863.24	5923	\$41,970,541.45	\$17,048.94
<b>TOTAL</b>	<b>6179</b>	<b>9217</b>	<b>\$1,563,242.95</b>	<b>\$464.75</b>	<b>\$10,849.77</b>	<b>\$1,574,557.47</b>	<b>TOTAL</b>	<b>6627</b>	<b>24129</b>	<b>\$49,268,153.69</b>	<b>\$21,775.54</b>	<b>\$49,289,929.23</b>	<b>12806</b>	<b>\$50,831,861.39</b>	<b>\$32,625.31</b>



Story County Conservation Board - McFarland Park 56461 180<sup>th</sup> St. - Ames, Iowa 50010-9451  
Phone (515) 232-2516 - Fax (515) 232-6989 - Email: conservation@storycounty.com  
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director  
From: Patrick Shehan, Special Projects Ranger  
Date: November 5, 2024  
Re: Consideration of Change Order No. 3 for Heart of Iowa Nature Trail Paving Project Phases 4-6 for \$6,628.60 from Wicks Construction, Inc.

The attached Change Order modifies the contract with Wicks Construction Inc. for the installation of a temporary safety chain link fence on the Arched Spandrel Bridge in Maxwell over Rock Creek.

Funds for this Change Order are within the budgeted amount for the project.

Story County Conservation Board recommends your approval.

  
Approval

\_\_\_\_\_  
Disapproval

11-5-24  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**OFFICE OF THE MAYOR  
FOR  
THE CITY OF ROLAND, IOWA**

**WHEREAS** the Roland Code of Ordinances § 21.02 is titled, "LIBRARY TRUSTEES," and it states, "The Board of Trustees of the Library, hereinafter referred to as the Board, consists of four (4) resident members and a minimum of one nonresident member. All resident members are to be appointed by the Mayor with the approval of the Council. The nonresident member is to be appointed by the Mayor with the approval of the Story County Board of Supervisors."

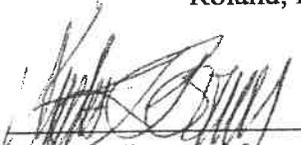
**WHEREAS** the Roland Code of Ordinances § 21.03 is titled, "QUALIFICATIONS OF TRUSTEES," and it states, "All resident members of the Board shall be bona fide citizens and residents of the City. The nonresident member of the Board shall be a bona fide citizen and resident of the unincorporated County. Members shall be over the age of eighteen (18) years."

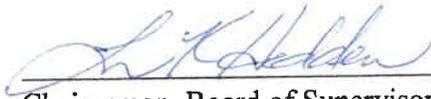
**WHEREAS** the Roland Code of Ordinances § 21.04(1) states, "Term of Office. All appointments to the Board shall be for three (3) years, except to fill vacancies. Each term shall commence on July 1. Appointments shall be made every year of one-third (1/3) the total number or as near as possible, to stagger the terms."

**WHEREFORE**, I, Kurtis Bower, Mayor of the City of Roland, Iowa, hereby APPOINTS the following person to the Roland Public Library Board of Trustees as a non-resident with the approval of the Story County Board of Supervisors:

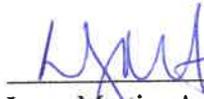
Benjie Anderson  
15327 610th Avenue  
Roland, IA 50236-8006

Term will begin immediately upon approval.  
Term will expire on June 30, 2027.

  
\_\_\_\_\_  
Kurtis L. Bower, Mayor      Date  
City of Roland, Iowa      11/1/2024

  
\_\_\_\_\_  
Chairperson, Board of Supervisors      Date  
County of Story, Iowa      11-5-24

  
\_\_\_\_\_  
Mellisa Mattingly, City Clerk      Date  
City of Roland, Iowa      11/1/24

  
\_\_\_\_\_  
Lucy Martin, Auditor      Date  
County of Story, Iowa      11-5-24



Story County Conservation Board - McFarland Park 56461 180<sup>th</sup> St. - Ames, Iowa 50010-9451  
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com  
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director  
From: Ryan Wiemold, Park Superintendent  
Date: November 5, 2024  
Re: Consideration of Amendment for Professional Services Agreement with Bolton and Menk for McFarland Shop Design to Include CACO for Not to Exceed Amount of \$20,000.00.

The attached Agreement secures the services of Bolton and Menk for construction administration and oversight for the replacement shop at McFarland Park. This total can be amended into the original design contract, which was for \$41,500. This is an hourly fee cost basis with a not to exceed price \$20,000, bringing this total contract to \$61,500.00.

Funding for this Agreement is included in the FY25 budget and the Conservation Trust Fund.

The Story County Conservation Board recommends your approval.

  
Approval

\_\_\_\_\_  
Disapproval

11-5-24  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**AMENDMENT #001 TO AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN STORY COUNTY CONSERVATION AND BOLTON & MENK, INC.**

This AMENDMENT #001 ("Amendment") to the original Agreement for Professional Services between STORY COUNTY CONSERVATION ("OWNER") and BOLTON & MENK, INC. ("ENGINEER") dated January 8, 2024 (the "Agreement") is made and entered into on November 5, 2024.

WHEREAS, OWNER has engaged ENGINEER, pursuant to the Agreement, to furnish OWNER with engineering, design, project management, procurement coordination, and survey services in connection with the OT7.132844 (the "Project").

WHEREAS, OWNER and ENGINEER have agreed to amend the Agreement as set forth in this Amendment and subject to the terms and conditions of this Amendment; and,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SCOPE OF SERVICES:** Provide construction phase services by the ENGINEER and subconsultants to participate in progress meetings, review of shop drawings, consideration of proposed changes, and, overall administration of the construction phase.

2. **FEE:** Construction phase services will be provided on an hourly basis. It is estimated that \$20,000.00 maximum may be required to support the OWNER during the construction phase of the project. If the ENGINEER requests additional fees for the services for the Project or for services performed pursuant to Exhibit A, ENGINEER shall make such request to OWNER in writing, setting forth any changes in fees and all fees associated with such additional services, in the same or substantially similar format as Exhibit A. If OWNER agrees to the change in scope or fees proposed by ENGINEER in writing, the parties will adjust the Maximum Fee to account for such changes. No claim for extra services performed by ENGINEER will be allowed by OWNER except as provided in this Amendment nor will ENGINEER perform any services or work not previously approved by OWNER except upon receipt of a written amendment.

3. **All Other Terms and Conditions of the Agreement.** Any conflict on inconsistency as to terms set forth in this Amendment and the Agreement or other writing will be governed by this Amendment.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT #001 to be executed by their duly authorized representatives on the dates written below.

STORY COUNTY BOARD OF SUPERVISORS

BOLTON & MENK, INC.

SIGNED: 

SIGNED: \_\_\_\_\_

NAME: Lisa K Heddens

NAME: \_\_\_\_\_

TITLE: Chair

TITLE: \_\_\_\_\_

DATE: 11-5-24

DATE: \_\_\_\_\_

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

### CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 02-31-200-120  
PROJECT No: BROS-C085(162)--5F-85  
ROAD No: (150<sup>th</sup> ST.)

THIS AGREEMENT made and entered into this 30<sup>th</sup> day of October, A.D. 20 24 by and between

#### FORTY AND EIGHT RESERVE, LLC

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

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

NONE

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

See attached graphical representation

1.b SELLER GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page 3 & 4, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

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

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

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

	Payment Amount	Agreed Performance
\$	<u>671.85</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>671.85</u>	<b>TOTAL LUMP SUM</b>

BREAKDOWN:		ac.=acres	sq.ft.=square feet		
Land by Fee Title			ac./sq.ft.	\$	Buildings & Improvements
Underlying Fee Title			ac./sq.ft.	\$	Fence ___ rods woven
Permanent Easement			ac./sq.ft.	\$	Fence ___ rods barb
Temporary Easement	<u>0.15</u>		ac./sq.ft.	\$ <u>671.85</u>	
Damages for:					\$

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

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

X Gary A. Freel  
\_\_\_\_\_  
\_\_\_\_\_

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that , to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

**Additional Right of Way Agreements:**

**SELLER'S ACKNOWLEDGMENT**  
STATE OF IOWA: ss On this 30<sup>th</sup> day of October, 2024, before me, the undersigned, personally appeared Gary A. Freel

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



Tyler Sparks  
Notary Public in and for the State of IOWA

**BUYER'S APPROVAL**  
Darren Moon 10-31-24  
Recommended by: Darren Moon P.E., Story County Engineer (Date)

Steve K. Hedden 11-5-24  
Approved by: Chairperson, Story County Board of Supervisors (Date)

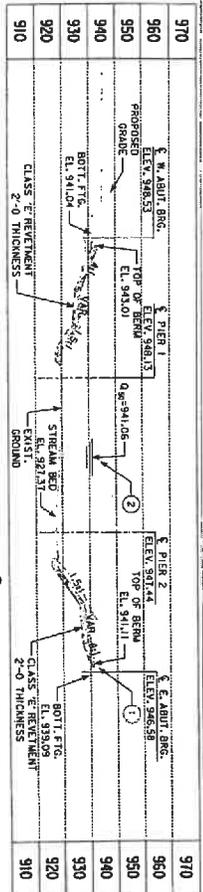
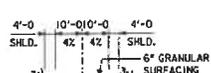
**NOTES:**

- 1. 4" OPEN RAILING PROPOSED BELOW THE FINISHED SURFACE.
- CLASS 2 REINEMENT STONE IS EMBEDDED BELOW THE FINISHED SURFACE.
- AN IOWA DMG FLOOD PLAIN CONSTRUCTION PERMIT IS REQUIRED.

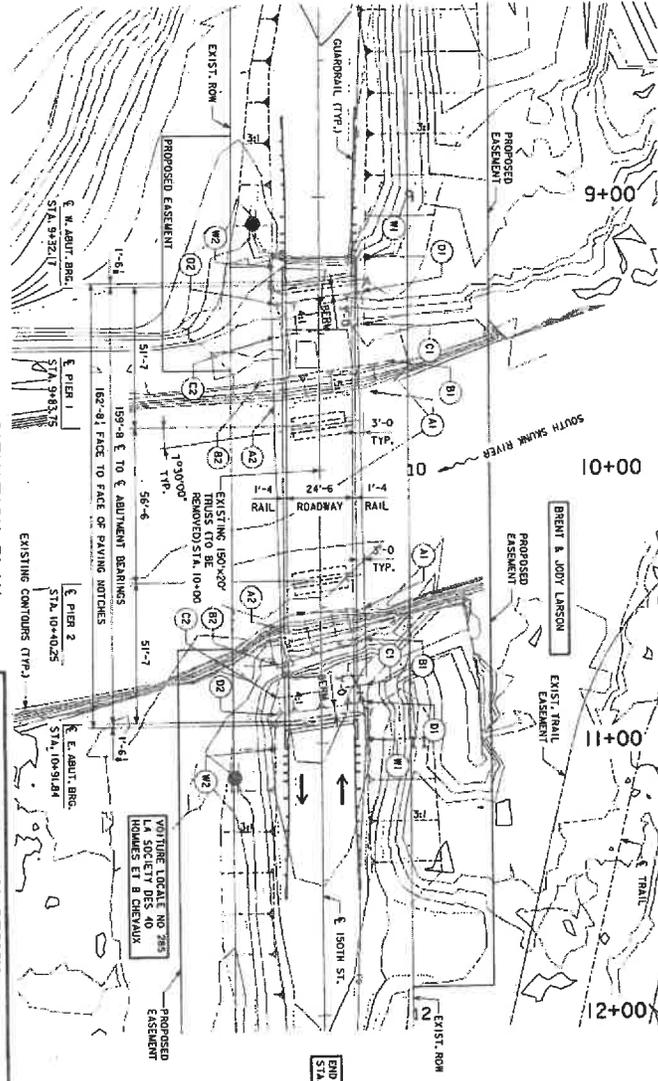
**EXISTING STRUCTURE**

EXISTING 150' X 20' SINGLE SPAN THROUGH TRUSS AT STATION 10+00.000  
 150TH ST. OVER SOUTH SNAKE RIVER  
 SECTION 30.8 & 31  
 HOWARD TOWNSHIP STORY COUNTY  
 IOWA  
 PLAN NO. 2022-1188-0  
 LONGITUDE -93.567346°

**TYPICAL SECTION**



**LONGITUDINAL SECTION ALONG C/B BRIDGE**



**SITUATION PLAN**



**SECTION THRU EMBEDDED REVEMENT BERM**

**whks**  
 WILSON CONSULTANTS, INC.

DESIGN TEAM: JLD/GB/MB  
 2/28/2021 10:42:51 AM

L:\PROJECTS\6773-150th over Snake Bridge Replace\DRAWINGS\WORKING\19-3-31-110-00.dgn IS: 3-31-110-00\_1 1x17.pdf p14/15

BENCH MARK NO. 1188 SPKRE IN POWER POLE, STA. 7+74.27, 102.27 FT., EL. 948.26  
 BENCH MARK NO. 2181 SPKRE IN POWER POLE, STA. 14+56.07, 31.56 FT., EL. 939.11

**Iowa DNR Approved Plan 2020-1407FP-01**

**PROPOSED GRADE C/B BRIDGE TRAFFIC ESTIMATE**

2015 AADT IJD V.P.O.  
 2015 AADT IJD V.P.O.

**UTILITIES LEGEND:**

- FU OVERHEAD ELECTRIC - MIDLAND POWER COOP
- FIBEROPTIC - WINDSTREAM COMMUNICATIONS

**HYDRAULIC DATA**

DRAINAGE AREA: 1.28 SQ. MI.  
 CHANNEL: 150' X 20' SINGLE SPAN THROUGH TRUSS  
 SITE STREAM SLOPE: 0.00083 FT./FT.  
 A.C. LOW WATER STAGE = 938.11  
 950 = 948.00 CFS  
 SPREADER: 150' X 20' FT.  
 AVE. BRIDGE VELOCITY = 6.0 FT./S  
 AVE. BRIDGE VELOCITY = 6.0 FT./S  
 SCOUR ELEVATION = 942.10  
 950 = 948.00 CFS  
 SPREADER: 150' X 20' FT.  
 AVE. BRIDGE VELOCITY = 6.0 FT./S  
 AVE. BRIDGE VELOCITY = 6.0 FT./S  
 SCOUR ELEVATION = 942.10  
 950 = 948.00 CFS  
 SPREADER: 150' X 20' FT.  
 AVE. BRIDGE VELOCITY = 6.0 FT./S  
 AVE. BRIDGE VELOCITY = 6.0 FT./S  
 SCOUR ELEVATION = 942.10

**BERM SLOPE LOCATION TABLE**

POINT#	WEST ABUTMENT	EAST ABUTMENT	
STATION	OFFSET	STATION	OFFSET
A1	314.50	16.58	104.51
B1	346.03	25.37	104.51
B2	348.79	22.04	104.71
C1	344.63	16.58	104.71
C2	345.00	16.58	104.71
D1	345.00	16.58	104.71
D2	345.00	16.58	104.71
E1	345.00	16.58	104.71
E2	345.00	16.58	104.71

**HYDRAULIC DESIGN**

I hereby certify that the accompanying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.  
 Brian J. Bilkland  
 Brian J. Bilkland  
 3-1-21  
 My license renewal date is December 31, 2022.  
 Printed or Typed Name  
 License Number  
 State

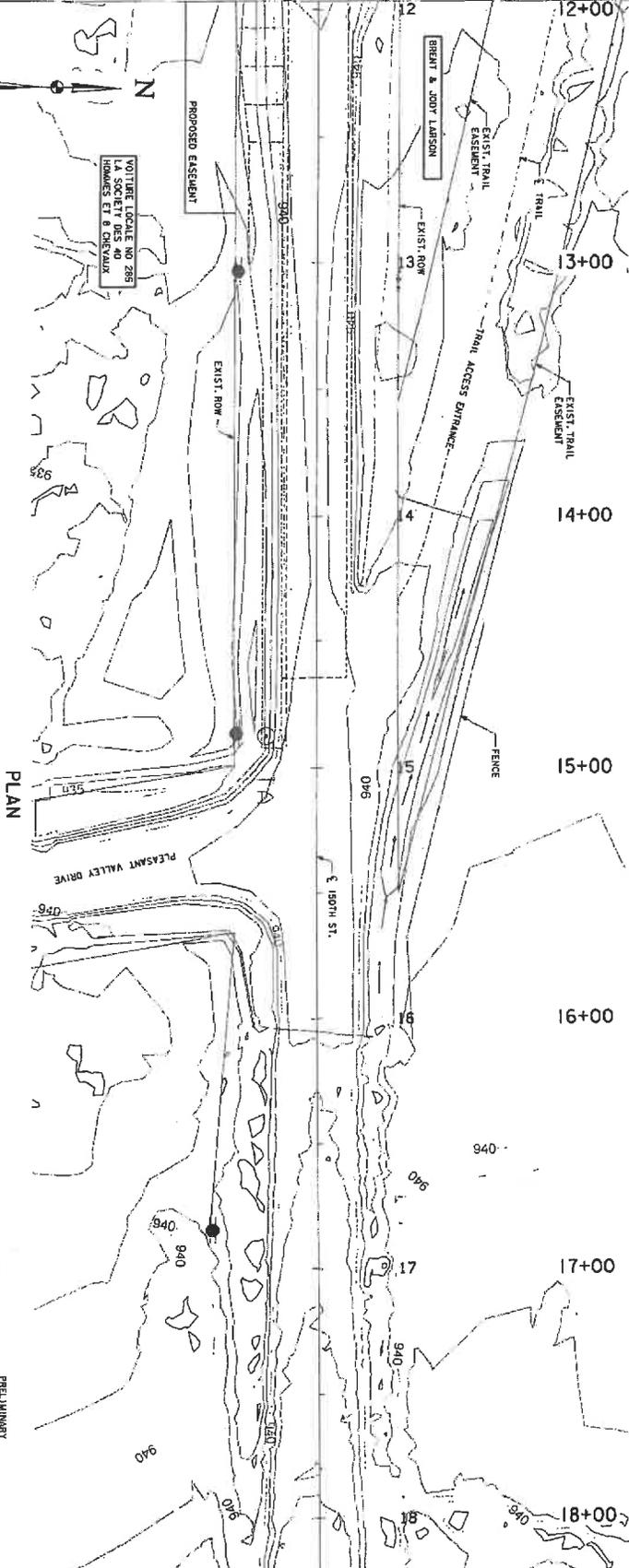
STORY COUNTY PROJECT NUMBER BR05-SMA-CORWAY-1-E-93 SHEET NUMBER 1

DESIGN TEAM: JLD/GB/MB  
 2/28/2021 10:42:51 AM

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910									
980									
950									
940									
930									
920									
910									

LONGITUDINAL SECTION ALONG C



DESIGN FOR 7"9000" STEEL (R.A.)  
**159'-8" x 24'-6" PRESTRESSED  
 PRETENSIONED CONC. BEAM BRIDGE**  
 51'-7" END SPANS  
 52'-6" INTERIOR SPAN  
 FEBRUARY, 2021  
 IOWA DEPARTMENT OF TRANSPORTATION - HIGHWAY DIVISION  
 DESIGN SHEET NO. 2 OF 2 FILE NO. 159-10-12-00  
 DESIGN NO. 159-10-12-00  
 SITUATION PLAN  
 STORY COUNTY  
 PRELIMINARY

STORY COUNTY PROJECT NUMBER BROS-SMAP-C0869131-1E-85 SHEET NUMBER 1

DESIGN TEAM JLO/BJB/WDB  
 2/28/2021 10:43:01 AM  
 L:\DOT\61873-150h over Skunk Bridge Replace\DRAWINGS\WORKING\STN.3-1-110.dgn TEL.3-21-110.S02 11x17.pdf.plt/g

BENCH MARK NO. 1: RR SPINE IN POWER POLE STA. 7+742.71 30.22' RT., EL. 949.26  
 BENCH MARK NO. 2: RR SPINE IN POWER POLE STA. 14+88.91 21.58' RT., EL. 891.11  
 ELEV. 943.83

**APPROVED**

**DENIED**

Board Member Initials: AKH

Meeting Date: 11-5-24

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

# COMMUNICATIONS PLAN



## STORY COUNTY, IOWA

Story County Board of Supervisors

900 6th Street

Nevada, Iowa 50201

[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

**FY25**

July 2024 - June 2025

# COMMUNICATIONS PLAN

## Story County Mission and Values

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

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

# GOALS | STRATEGIES AND ACTION STEPS

## GOAL

Transparency and accessibility through duration of projects and issues in Story County and access to factual information for the public and County employees.

- Increase citizen participation and trust in local government.
- Spread awareness of issues and projects. Generate and distribute accurate information for residents, community organizations, businesses, other governmental organizations and media sources that serve these groups.

Audio and/or video of Boards and Commissions meetings posted online

Updated County Services Sheet and Poster

Electronic access to Boards and Commissions meetings

Story County Informational Booklet - historical purposes only

Consistent website updates and review of analytics

Timely press releases, accompanied by photos and graphics and follow-up

Department videos - video descriptions of department duties and services  
Increase quality of audio, visual production, and presentation  
Distribute via social media platforms

# GOALS | STRATEGIES AND ACTION STEPS

## GOAL

Share the Story County vision with the general public and decision-makers.

The reality of county government in Iowa is that it is a somewhat decentralized operation, serving diverse needs of our residents, while facing the fiscal realities of budgeting and other economic constraints. Our communication strategies are designed with this in mind.

## STRATEGIES AND ACTION STEPS

Assist the Human Resources Department with Onboarding and Recruitment Program materials and office/department recognition events

Ensure consistent messaging and branding by developing and following a Communications/Style Guide that outlines a set of guidelines and standards for County communications and publications. Update logo usage guidelines and application for use and revise logo policy as applicable or needed.

- Produce posters, bulletin boards, mailed letters and other products
- Tradeshow Toolkit – display boards

Partner with local communities to publish content in newsletters

Use digital and multimedia platforms to create compelling, creative content to share the County's story; create a photo-repository for the storage of images

Annual Worksession of the Board of Supervisors to discuss communications and outreach

Develop and practice universal social media branding

# GOALS | STRATEGIES AND ACTION STEPS

## GOAL

Improve communications between the Board of Supervisors and our constituents.

## STRATEGIES AND ACTION STEPS

Integrate strategies that promote two-way dialogue between citizens and government. Continue to seek out ways to meet people where they are, providing different opportunities to be engaged, in person and virtually, as appropriate.

Increase engagement on social media

Monthly radio updates of County events and activities

As appropriate, help organize, facilitate, and promote special events for the County

Analyze website tools, modules, and capabilities for potential implementation

Mass mailing with content related to County's website and social media pages

Conduct a technology needs analysis related to communications strategies

# GOALS | STRATEGIES AND ACTION STEPS

## GOAL

Improve communications between the Board of Supervisors and our constituents.

Integrate strategies that promote two-way dialogue between citizens and government. Continue to seek out ways to meet people where they are, providing different opportunities to be engaged, in person and virtually, as appropriate.

## STRATEGIES AND ACTION STEPS

County News -  
internal newsletter for County employees

Get to Know Story County  
video/social media segments

Explore possibility of developing a County  
services directory

Research potential costs for county-wide mailings

Speakers Bureau presentations

# GOALS | STRATEGIES AND ACTION STEPS

## GOAL

Engage the community through service and recognition.

We recognize it is important to serve the county through multiple outlets. We will strive to encourage participation and service in community activities and events, along with recognizing outstanding County Staff, citizens and employees.

## STRATEGIES AND ACTION STEPS

Citizen of the Year Award

National County Government Month

County participation in Leadership Programs

Leadership Boot Camp for Boards & Commissions

Assist in promotional materials for internal committee initiatives

Quarterly "Information Exchange"  
(Brown Bag Lunch Series/Town Hall Series)

Maintain Annual Proclamation Schedule

Public Service Recognition Week

# GOALS | STRATEGIES AND ACTION STEPS

## GOAL

Enhance emergency response communication.

Story County excels in communicating in emergency response and related issues. Story County will continue to plan for enhancing communication strategies in this area, identifying all appropriate solutions to reach necessary populations for all types of incidents.

Continue supporting exercises for the Emergency Operations Center and the COOP/COG

Outreach campaigns for Flood Awareness Month and National Preparedness Month; Review and update the Program for Public Information (PPI)

Enhance distribution of information post disaster

- Review the Story County Comprehensive Emergency Operations Plan Emergency Support Function (ESF) 15 External Affairs
- Review and update Story County EMA Public Affairs Activation Checklist
  - Review and update Public Information Officer Procedures Guide

# TARGET AUDIENCES

Not only are Story County's communication strategies targeted towards those already "in the know" about what is happening in Story County – the targeted audiences are far greater! Story County identifies six Target Audiences (described below) towards whom strategies are directed as further outlined in this Plan, including:

County Employees - Public Officials - General Public - Businesses - Media - Other

## COUNTY EMPLOYEES

Story County employees work in various locations and buildings throughout Story County. Within the Story County government framework, there are six elected offices – Board of Supervisors, Auditor, Recorder, Treasurer, Sheriff and Attorney, and over twenty different County departments or program areas in this structure. Communication amongst County staff at all levels ensures the vision for Story County is presented in a consistent manner.

## PUBLIC OFFICIALS

There are over 500 "public officials" in Story County – whether it be a local council member in one of our smaller communities, township trustee, volunteer first responder, member of the local Planning and Zoning Commission, or an individual appointed by the Board of Supervisors to serve on a board or commission. These individuals rely on Story County for information and support services.

## GENERAL PUBLIC

According to the 2020 US Census, there are 98,537 residents in Story County. Of that, 16.5% of those people are under the age of 18, and 12.6% are over the age of 65. In addition, 97.2% of those people (age 25+) are high school graduates, and 51.6% (age 25+) hold at least a Bachelor's Degree. Our population continues to grow and the demographic dynamics dictate that we continually explore new communication strategies to engage and encourage participation.

## BUSINESSES

Through the C2C Plan and Implementation Matrix, Story County identifies goals, objectives, and strategies that continue to encourage and support the strong, vibrant economy we experience. In order to meet these goals, the C2C Plan encourages Story County to foster countywide communication and strengthen collaborative efforts. Communication efforts regarding County programs should be targeted to existing businesses as well as potential emerging business throughout Story County.

## MEDIA

As media continues to shift how news and information is delivered, we need to continue to use outlets to cooperate with them in getting out our messages, news, and happenings. Media is much more than the local newspaper, radio and television. It now includes blogs, online resources, YouTube channels, and social media and networking sites such as Facebook, Twitter, Instagram, and many others.

## OTHER

Messages and information Story County shares must go beyond our perceived county boundaries. With I-35 and US Hwy 30 bisecting in our county, along with Iowa State University and many other attractions, we have to employ methods that reach our visitors. Not only those already here – but also those thinking about coming. What kind of information do they need to reach all their decisions? Are our communications strategies designed so that their questions are answered or can be asked in a manner to which Story County can respond efficiently and quickly?

## COMMUNICATIONS PLAN

*We use this plan to communicate in a way that is timely, open and proactive:*

### TIMELY

We will communicate what we know when we know it.

### OPEN

We will provide all public information in a way that's transparent, easy to access, and understand.

### PROACTIVE

We will engage our customers and stakeholders before being asked to provide information and determine future needs.

# COMMUNICATIONS PLAN



**Lisa Heddens**



**Linda Murken**



**Latifah Faisal**

**In January 2014, the Story County Board of Supervisors adopted the first Communications Plan. The Board of Supervisors amended the approved Communications Plan in May 2014. Annually, the Plan is reviewed by the Board and updated as necessary. The Board updated the Plan as follows:**

- February 2015**
- February 2016**
- January 2017**
- January 2018**
- February 2019**
- December 2019**
- February 2021**
- February 2022**
- April 2023**
- November 2024**

**Story County Board of Supervisors**

**FY25**

**July 2024 - June 2025**

## MOU

### Byrne Justice Assistance Grant State Crisis Intervention Program

THIS AGREEMENT is made and executed this 1<sup>st</sup> day of July, 2024 by and between the STORY COUNTY BOARD OF SUPERVISORS (hereinafter referred to as "BOS."), and YSS (SUBCONTRACTOR) whose address is 420 Kellogg, Ames, IA 50010 to provide services in the Byrne Justice Assistance/SCIP/RSAT grant from the Office of Drug Control Policy (ODCP). Services will include but not be limited to those outlined in the 'Description of Work' as stated in the grant proposal for FY2025. It is hereby agreed as follows:

1. The plan, as illustrated by the FY24 Byrne Justice Assistance Grant application, will be carried out. The total subcontract amount is \$64,300 (line item budget attached). Any amendments to the plan will be carried out by the request to modify. This will be adhered to by all parties.
  - a. The YSS youth employment recovery program will serve youth receiving services from YSS Residential Treatment Program by providing group lessons based on the YSS Youth Employment Curriculum, along with one-on-one sessions tailored to support each youth in identifying and pursuing their individual aspirations, goals, and plans. The intended outcome of these services is to equip participants with employment education and skills that will contribute to decreasing substance use and relapse rates.
2. The sub-contractor's (YSS) responsibilities are as follows:
  - a. All restrictions, obligations, and responsibilities of the BOS under the contract with ODCP (Agency), including the General Terms for Service Contracts and the Contingent Terms for Service Contracts shall also apply to YSS. YSS is responsible for all services outlined in the application.
  - b. Will comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order No. 15 of 1973, Federal Executive Order 11246 of 1965, as amended by Federal Executive Order 11375 of 1967, the Equal Employment Opportunity Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975. YSS in completing this contract shall comply with Title VI Civil Rights Act of 1964 (PL88-352) so that no person will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, creed, color, religion, national origin, sex, age or physical or mental disability.
  - c. Shall provide personal liability insurance coverage for employees performing services under this Agreement. It is agreed that YSS is at all times an independent contractor and shall be outside the control of Story County as to the manner of performing services. Staff performing services under the Agreement are not employees, agent or officers of Story County. Proof of such insurance coverage by certificate shall be provided to the Board by YSS at the commencement of services under this Agreement and, thereafter, upon any renewal of coverage.

- d. YSS shall hold harmless, indemnify and defend Story County against any and all claims, losses, damage or lawsuits from third parties arising from or related to the provision of services under this Agreement.
  - e. The subcontractor shall provide the AGENCY, the CONTRACTOR, and any of their duly authorized representatives with access, for the purpose of audit and examination, to any documents, papers, and records of the subcontractor pertinent to the subcontract.
  - f. Shall provide a yearly report of its activities relating to the services provided under this Agreement to the BOS, or most frequently, upon request.
  - g. Will submit bills by the 23rd of the month following the expenditure. Will maintain records to ensure expenditures do not exceed the approved appropriations.
3. If any provisions contained herein shall be in conflict with the laws of the State of Iowa, or shall be declared to be invalid by a Court of record of this State, such invalidity shall be construed to affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the Court shall continue to be in effect.
  4. This Agreement may be canceled by either the BOS, or YSS upon ninety (90)
    - a. days written notice.
  5. The term of this agreement shall be from July 1, 2024 to June 30, 2025. Thereafter, the agreement will be renegotiated from year to year. All provisions of this contract are included, including audit requirements. This agreement may be amended at any time by mutual agreement. The amount of funds for each grant is identified on the Iowa Department of Public Safety, Office of Drug Control Policy (ODCP) contract fact sheet.

AGREED AND EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

**STORY COUNTY BOARD OF SUPERVISORS**

BY:  Date 11-5-24  
 Chair, Board of Supervisors

**YSS**

BY:  Date 10/30/24  
 Andrew Allen, CEO

### SUBCONTRACTOR LINE ITEM BUDGET

Item	Federal Share
Youth Employment Recovery Coordinator Salary	\$44,000
Youth Employment Recovery Coordinator Benefits	\$11,000
Local Travel-in state	\$2,000
Laptop Computer	\$1,000
Motivational Interviewing Training	\$1,500
Indirect Costs	\$4,800
Total	\$64,300

## STORY COUNTY UTILITY PERMIT

Date 10-28-24

To the Board of Supervisors, Story County, Iowa:

The Partner Communications Cooperative Company, incorporated under the laws of Iowa, authorize to do business within the State of Iowa, with its principal place of business at 101 E Church St, Gilman, IA 50106, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of fiber optic cable on secondary route \_\_\_\_\_, from See maps for more details to \_\_\_\_\_, a distance of \_\_\_\_\_ 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: **plowing/boring fiber optic cable a minimum of 42" deep. Gravel Roads- plow along edge of road. Paved Roads- plow at back of ROW. Bore all culverts and intersections. See maps for more details.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date 10/24/2024

HunTel Engineering, Bryce Poland  
Name of Company (Applicant - Permittee)

B. Poland 402-426-6188  
by Phone no.

Recommended for Approval:

Date 10-28-24

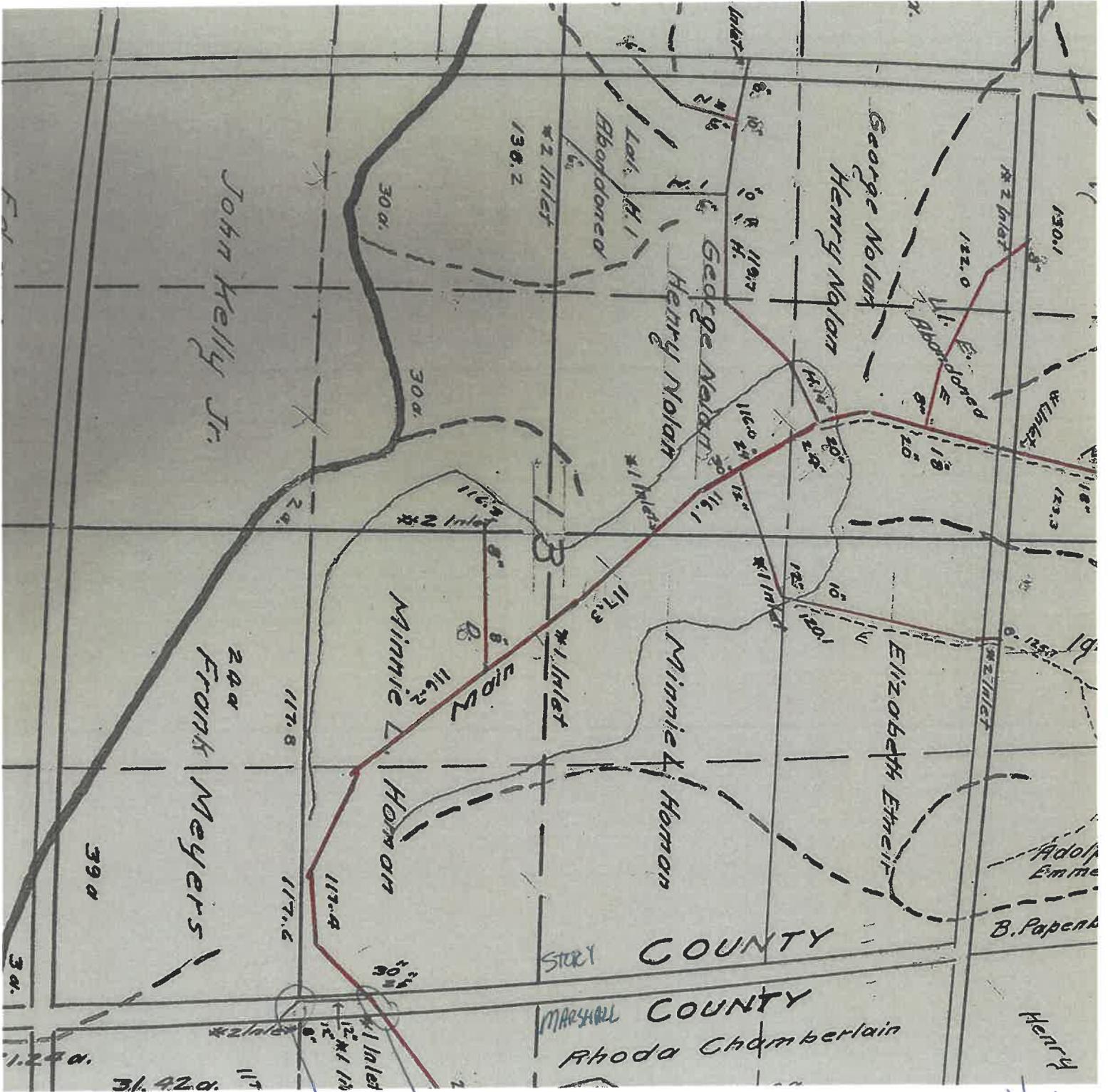
Sam M... 515-382-7355  
County Engineer Phone no.

Approved: 11-5-2021

Date

Shirley H. ...  
Chair, Board of Supervisors  
Story County, Iowa

A plat shall be attached to the copy submitted.



30" TILE  
Crossing

8" TILE  
Crossing

DISTRICT  
TILE







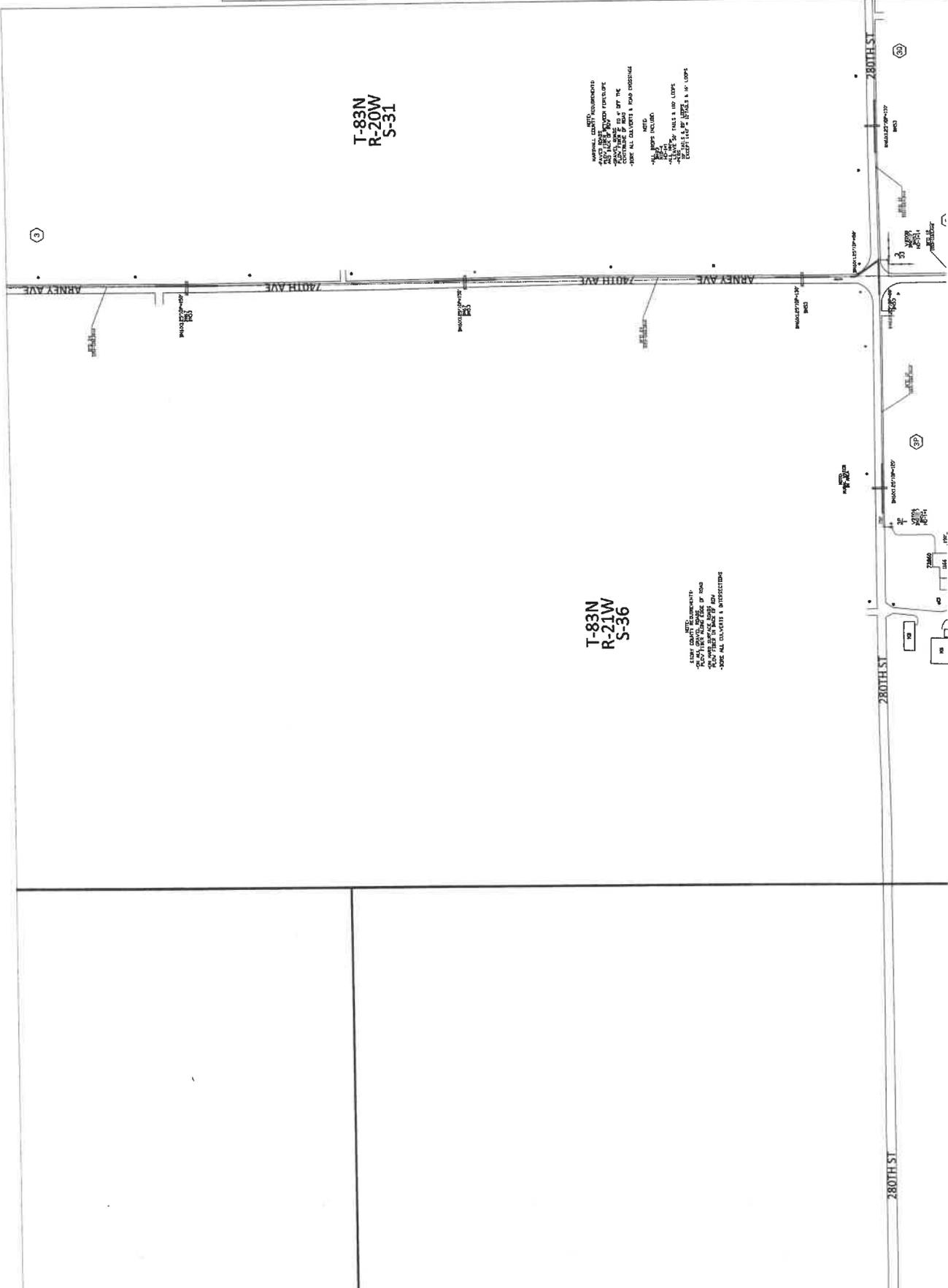




PROJECT # 2182102  
 ARTRER COMMUNICATIONS COOP.  
 (SECTION VIEW)  
 REVISIONS:  
 DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_

MAP # S3-21  
 MAP # S3-21

Hurtel Engineering  
 SCALE:  
 LEGEND:  
 (1) DRAINAGE  
 (2) EROSION CONTROL  
 (3) FLOOD CONTROL  
 (4) LANDSCAPE  
 (5) LIGHTING  
 (6) SIGNAGE  
 (7) UTILITIES  
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T-83N  
 R-20W  
 S-31

T-83N  
 R-21W  
 S-36

S3-21

S3-21



DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 PROJECT # 2182102  
 PARTNER COMMUNICATIONS COOP.  
 (SECTION VIEW)  
 MAP # S3J-3  
 Hurlst Engineering  
 SCALE: \_\_\_\_\_  
 LEGEND:  
 ① 1" = 100' (1" = 30.48m)  
 ② 1" = 200' (1" = 60.96m)  
 ③ 1" = 400' (1" = 121.92m)  
 ④ 1" = 800' (1" = 243.84m)  
 ⑤ 1" = 1600' (1" = 487.68m)  
 ⑥ 1" = 3200' (1" = 975.36m)  
 ⑦ 1" = 6400' (1" = 1950.72m)  
 ⑧ 1" = 12800' (1" = 3901.44m)  
 ⑨ 1" = 25600' (1" = 7802.88m)  
 ⑩ 1" = 51200' (1" = 15605.76m)  
 ⑪ 1" = 102400' (1" = 31211.52m)  
 ⑫ 1" = 204800' (1" = 62423.04m)  
 ⑬ 1" = 409600' (1" = 124846.08m)  
 ⑭ 1" = 819200' (1" = 249692.16m)  
 ⑮ 1" = 1638400' (1" = 499384.32m)  
 ⑯ 1" = 3276800' (1" = 998768.64m)  
 ⑰ 1" = 6553600' (1" = 1997537.28m)  
 ⑱ 1" = 13107200' (1" = 3995074.56m)  
 ⑲ 1" = 26214400' (1" = 7990149.12m)  
 ⑳ 1" = 52428800' (1" = 15980298.24m)  
 ㉑ 1" = 104857600' (1" = 31960596.48m)  
 ㉒ 1" = 209715200' (1" = 63921192.96m)  
 ㉓ 1" = 419430400' (1" = 127842385.92m)  
 ㉔ 1" = 838860800' (1" = 255684771.84m)  
 ㉕ 1" = 1677721600' (1" = 511369543.68m)  
 ㉖ 1" = 3355443200' (1" = 1022739087.36m)  
 ㉗ 1" = 6710886400' (1" = 2045478174.72m)  
 ㉘ 1" = 13421772800' (1" = 4090956349.44m)  
 ㉙ 1" = 26843545600' (1" = 8181912698.88m)  
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 ㉛ 1" = 107374182400' (1" = 32727650795.52m)  
 ㉜ 1" = 214748364800' (1" = 65455301591.04m)  
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1-09

Permit Number 25-7967

Date 10-31-24

STORY COUNTY UTILITY PERMIT

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 2074 242<sup>nd</sup> St, Marshalltown, IA 50158, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electric on secondary route 550<sup>th</sup> Ave. From a cabinet then into the property a distance of 35 ft.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date 10-30-2024

Consumers Energy  
Name of Company (Applicant - Permittee)

641-485-4064  
by Phone no.

Recommended for Approval:

Date 10-31-24

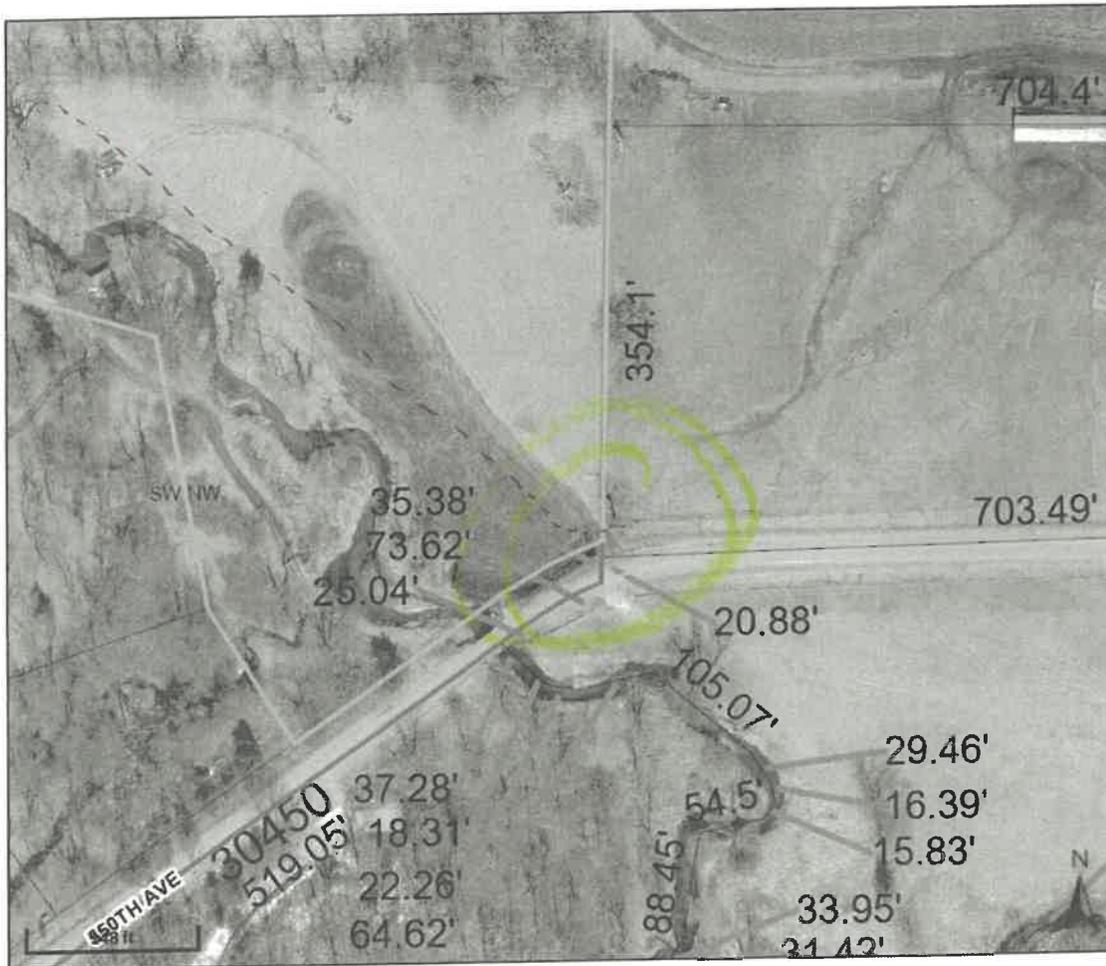
515-382-7355  
County Engineer Phone no.

Approved:

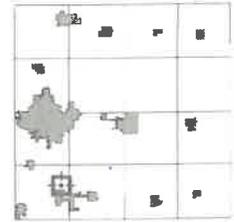
Date 11-5-24

Chair, Board of Supervisors  
Story County, Iowa

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



**Overview**



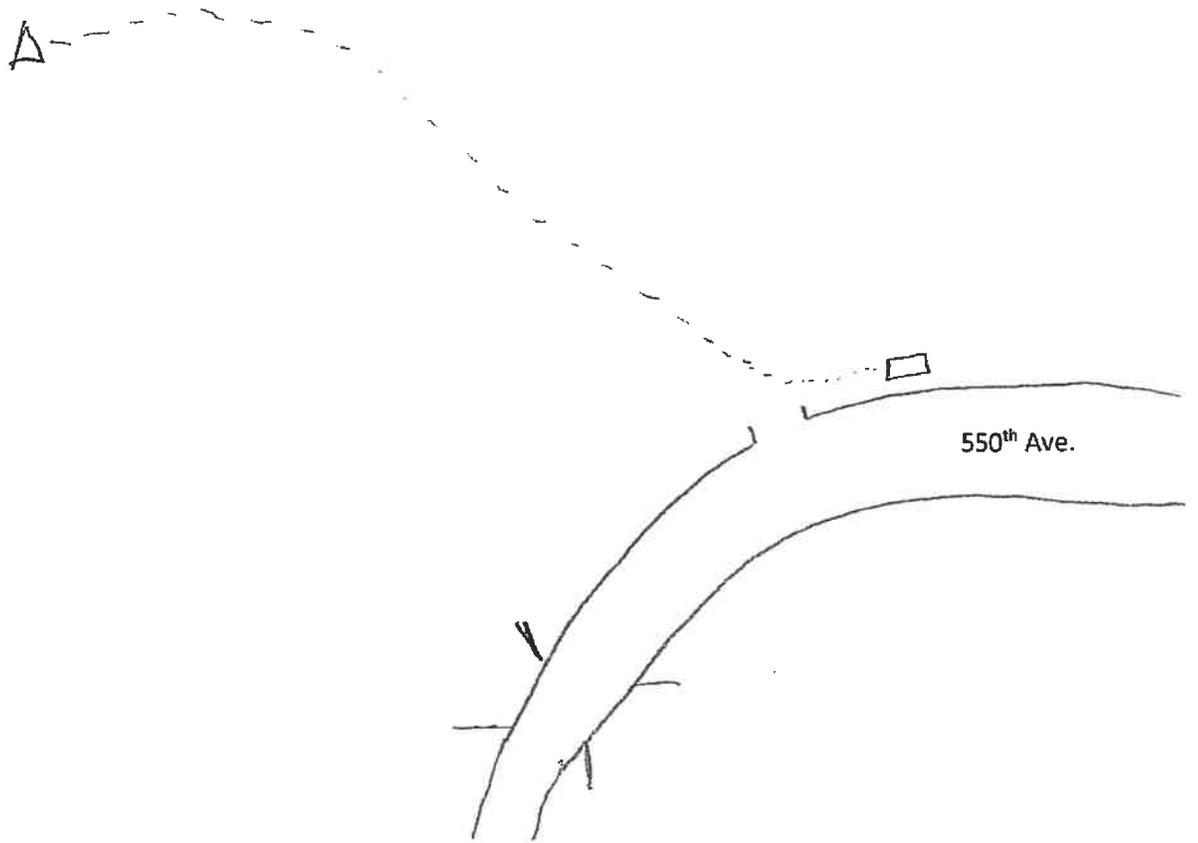
**Legend**

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

<b>Parcel ID</b>	1313105001	<b>Alternate ID</b>	1313105001	<b>Owner Address</b>	DEYOUNG, MARK R & KARI
<b>Sec/Twp/Rng</b>	13-82-24	<b>Class</b>	R - Residential		101 IRON DRIVE
<b>Property Address</b>		<b>Acreage</b>	9.974		HUXLEY, IA 50124
<b>District</b>	06013 - HUXLEY CITY/ BALLARD SCH				
<b>Brief Tax Description</b>	IRON BRIDGE OUTLOT X HUXLEY (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: 10/30/2024  
 Last Data Uploaded: 10/29/2024 11:42:59 PM



Install new 7200 volt underground electric cable a minimum of 4 ft deep from the existing cabinet into the property to a transformer for a new service.



## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Marcus Amman, Planning and Development Senior Planner  
Andrea Wagner, Planning and Development Senior Planner  
**RE:** Request to name and rename segments of the roadways at the reconfigured  
580<sup>th</sup> Ave and U.S. Highway 30  
**MEETING:** October 22, 2024

As the Board is aware, the Iowa Department of Transportation has been completing reconfiguration work at the intersection of 580<sup>th</sup> Ave and U.S. Highway 30. With the work that is being completed the County needs to name new segments and rename existing segments of road that have been realigned.

Planning and Development Staff worked with the City of Ames and the County Engineer to identify the roadways that would need to be renamed.

S. Teller Ave. is to be extended to the south from its current termination point to end where it intersects U.S. Highway 30.

Turing St to be named as the connection to the frontage road to the IDOT property and to the newly renamed S Teller portion, extending to 590<sup>th</sup> St.

241<sup>st</sup> St to be extended from Sand Hill Trail to 580<sup>th</sup> Ave

Four property owners' addresses will change. The property located at 23543 580<sup>th</sup> Ave will change to 605 S. Teller Ave; the property located at 56829 US Highway 30 will change to 3425 Turing Street; the property located at 57011 US Highway 30 will change to 3721 Turing Street; the property located at 57073 US Highway 30 will change to 3917 Turing Street.

The map at the end of this memo shows the proposed changes. The City of Ames will place a resolution on their council's agenda to adopt the changes within their corporate boundaries.

Story County Planning and Development Staff recommend approval of Ordinance 321 naming the roadways, as attached.

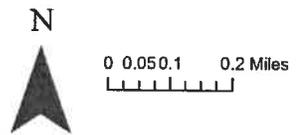




# 580th and Highway 30 Realignment Renaming Project

## Proposed Names

-  S Teller Ave Renaming of 580th Ave
-  Turing St
-  Realigned 580th Ave
-  Continuation of 241st ST
-  580th to Remain
-  23543 New Tie In



PLEASE RECYCLE



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

Prepared by Marcus Amman, Story County Planning and Development Department, 900 6<sup>th</sup> Street, Nevada, Iowa 50201 515-382-7245

Return to:  
Planning and Development

**ORDINANCE NO. 321**

**AN ORDINANCE TO AMEND CHAPTER 32 ROAD IDENTIFICATION AND ADDRESS NUMBERING SYSTEM OF THE STORY COUNTY, IOWA CODE OF ORDINANCES BY RENAMING PORTIONS OF EXISTING AND NEW ROADWAYS AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE AND ATTACHED MAP; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND ESTABLISHING AN EFFECTIVE DATE.**

Whereas, Story County has an adopted Code of Ordinances Chapter 32 pertaining to the road naming conventions for roads in the unincorporated areas of Story County, and

Whereas, Story County and the City of Ames work collaboratively on road naming and 911 addressing within two miles of the corporate boundaries of Ames, and

Whereas, Story County Planning and Development Staff worked with City of Ames Staff to identify the proposed updated naming conventions as outlined in Section 1 and the attached map,

**THEREFORE BE IT HEREBY ORDAINED by the Board of Supervisors of Story County, Iowa;**

Section 1: The portion of 580<sup>th</sup> Ave that is within unincorporated areas of Section 08, Township 83 North, Range 23 West of the 5th P.M. and Section 09, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa be renamed to S Teller Ave.

The portion of the frontage road to the IDOT property and to the newly renamed S Teller portion, extending to 590th St that is within unincorporated areas of Section 08, Township 83 North, Range 23 West of the 5th P.M. and Section 09, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa be named Turing St.

The portion of new roadway to extend from Sand Hill Trail to 580<sup>th</sup> Ave that is within unincorporated areas of Section 17, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa be named 241<sup>st</sup> St.

Section 2: All other ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: This ordinance is in full force and effect from and after its adoption and publication as provided by law.

**Action Upon First Consideration:** APPROVED  
**DATE:** 10/29/24

Moved by: MURKEN  
Seconded by: FAISAL  
Voting Aye: MURKEN, FAISAL, HEDDENS  
Voting Nay: NONE  
Not Voting: NONE  
Absent: NONE

**Action Upon Second Consideration:** APPROVED  
**DATE:** 11/5/24

Moved by: FAISAL  
Seconded by: MURKEN  
Voting Aye: FAISAL, MURKEN, HEDDENS  
Voting Nay: NONE  
Not Voting: NONE  
Absent: NONE

**Action Upon Third Consideration:** WAIVED  
**DATE:** \_\_\_\_\_

Moved by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_  
Voting Aye: \_\_\_\_\_  
Voting Nay: \_\_\_\_\_  
Not Voting: \_\_\_\_\_

Absent: \_\_\_\_\_

ADOPTED THIS 5<sup>th</sup> day of NOVEMBER, 2024



\_\_\_\_\_  
Lisa Heddens, Chair  
Story County Board of Supervisors



\_\_\_\_\_  
ATTEST: Lucy Martin, Story County Auditor

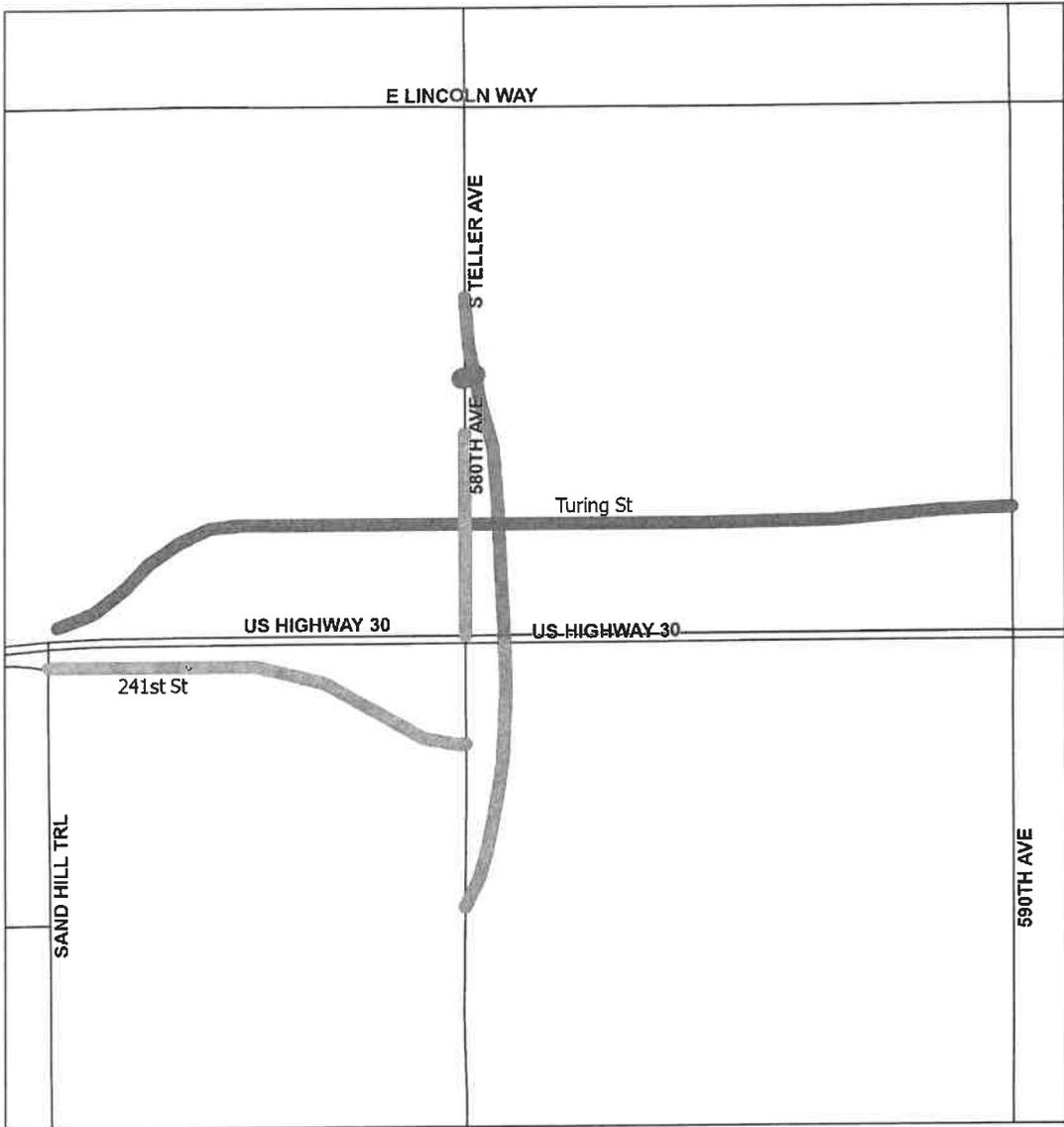
ROLL CALL	Latifah Faisal	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
FOR ALLOWANCE	Lisa Heddens	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	Linda Murken	Yea <input checked="" type="checkbox"/>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

ALLOWED BY VOTE  
OF BOARD

Yea 3 Nay 0 Absent 0

  
CHAIRPERSON

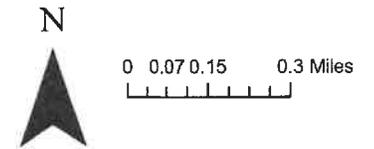
Above tabulation made by JB



# 580th and Highway 30 Realignment Renaming Project

## Proposed Names

-  S Teller Ave Renaming of 580th Ave
-  Turing St
-  Realigned 580th Ave
-  Continuation of 241st ST
-  580th to Remain
-  23543 New Tie In





**General Assistance Quarterly Report for the  
 Story County Board of Supervisors  
 November 5, 2024  
 (Period covering July 2024 – September 2024)**

**General Assistance**

Caseload information:

Single Household Cases	Family Household Cases	Total for Reporting Period	Year-to-date Totals
22	20	42	22 - single
			20 - family
			42 - total

Denials/Referral to Other Resources:

# Issued during the reporting period	Year-to-date Totals
281	281

Applied, but did not return to complete assistance process:

# during the reporting period	Year-to-date Totals
24	24

Primary types of assistance:

Rent	Utilities	Misc. (meds, transportation, burial)
\$13108.91	\$1506.62	\$7764.50

Applications:

# of Applications for the Quarter	Year-to-date Totals
344	344

**Substance Abuse Services**

# during the reporting period	Year-to-date Totals
4	4

SSI Interim Reimbursement program: 0 during the reporting period and 0 YTD.

## Centralized Intake

### Service Coordination:

Service Coordination Cases for the Quarter	Year-to-date Totals
1	1

Service Collaborations (This includes collaborations put into CSN that may not request assistance from other agencies):

Total Service Collaborations for the Quarter for Rent/Utility Assistance	Year-to-date Totals	Unique Monthly Service Collaboration Totals by Individual	Year-to-date Totals
395	395	300	300

Assistance Requested and Amount Funded (dollar amount identified through collaborations):

	Requests for the Quarter	Approved for the Quarter	Requests Year-to-date Totals	Approved Year-to-date Totals
Rent	\$267226.85	\$40160.86	\$267226.85	\$40160.86
Utilities	\$52423.55	\$14002.35	\$52423.55	\$14002.35
Total	\$319650.40	\$54163.21	\$319650.40	\$54163.21

## General Assistance

This quarter has been full of training efforts with a new VA Director and a new Service Coordinator. We were able to get McKenna up and running quickly with processing GA applications and got back to normal operations within about a month of her start date. The Centralized Intake Program continues to function well. We meet regularly with our collaborators to evaluate the efficiency of the program and make changes as needed.

The General Assistance Program and Veterans Assistance Program both offer assistance with rent, utilities and burial. There are many similarities between the two programs with some slight differences and we have been working on making both systems more fluid with one another and to bring Veterans Affairs along with the Centralized Intake program. This involved some training of the GA staff on how to read DD-214's and on the differences in the rules among the two programs. We also needed to make changes to our current forms. With the help of our Administrative Staff we were able to get this done and the "new way" of doing things began on October 1<sup>st</sup>.

Zack Skelton, VA Director has developed a way to track the activity in the office and I am entering my visits on his tracker that you will receive updates on with his Quarterly Reports. Zack was able to attend National School in September so

we are eagerly awaiting the time when he will be able to complete federal claims on his own. Looking forward to the Supermarket of Benefits on November 9, 2024.



# STORY COUNTY

## Facilities Management

**JOBY BROGDEN**

Director  
515.382.7401

**JON EICKHOLT**

Assistant  
515.382.7402

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

Nevada, Iowa 50201  
515.382.7404 FAX

DATE: November 5, 2024  
TO: Board of Supervisors  
FROM: Joby J. Brogden  
RE: Law Books from the Justice Center Law Library

As we are moving forward with the remodel project at the Justice Center, Story County Attorney off and Facilities Management department are seeking direction on what to do with the law books currently displayed in the current Law Library. With this project the current library will be converted into deposition rooms. There are no plans to have a Law Library after the project is complete. The Law books are no longer relevant for law practice or operations. With that being said the books hold historical value, at least in part. There are approximately 7,700 books in the collection, oldest being a 200-volume set dated 1856, the newest being a 12-volume set dated 2010.

*Direction*

~~APPROVED~~      **DENIED**

Board Member Initials: JEH

Meeting Date: 11-5-24

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

\_\_\_\_\_

\_\_\_\_\_



**STORY COUNTY  
BOARD OF SUPERVISORS**  
**LISA K. HEDDENS, Chair**  
**LINDA MURKEN, Vice Chair**  
**LATIFAH FAISAL, Supervisor**

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

**MEMORANDUM**

**TO:** Story County Board of Supervisors  
**FROM:** Crystal Davis, County Outreach & Special Projects Manager  
**RE:** Direction and Decision on Pausing Future Claim Payments to the City of Roland Pursuant to the City of Roland American Rescue Plan Act (ARPA) Agreement  
**DATE:** October 31, 2024

Story County has learned of a pending court action involving the City of Roland's ARPA Storm Sewer project. Staff is seeking direction and decision on whether to pause future claim payments until the court matter has been resolved.

Attached is the petition for the pending court action Steele Excavating, Inc. v. City of Roland and Kurtis Bower, Story County Case No. EQCV053859 for reference. Trial is currently scheduled to start on February 20, 2025, in Story County, Iowa.

Please let us know if there are any questions.

*Direction*

**APPROVED**      ~~**DENIED**~~

Board Member Initials: SAH

Meeting Date: 11-5-24

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

\_\_\_\_\_

\_\_\_\_\_

IN THE IOWA DISTRICT COURT IN AND FOR STORY COUNTY

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STEELE EXCAVATING, INC.,

Court File No. \_\_\_\_\_

Plaintiff,

v.

CITY OF ROLAND, and KURTIS BOWER

**PETITION IN EQUITY SEEKING  
INJUNCTIVE RELIEF/MANDAMUS AND  
DECLARATORY RELIEF**

Defendants.

---

Plaintiff Steele Excavating, Inc. (“Steele”), by and through its counsel of record, and for its Petition in Equity Seeking Injunctive Relief/Mandamus and Declaratory Relief against Defendant, states and alleges as follows:

**PARTIES AND VENUE**

1. Steele is a Domestic Iowa Corporation with its principal place of business located in Montezuma, Iowa.
2. The City of Roland (the “City”) is a municipality located in Story County.
3. Upon information and belief, Kurtis Bower (“Mayor Bower”) is the acting mayor of the City.
4. This Court has original jurisdiction over the subject matter of this action.
5. Venue is proper pursuant to Iowa Code Chapter 616.

**FACTS**

6. Steele incorporates and realleges the preceding paragraphs 1-5.
7. On May 24, 2024, the City released a statement about the ongoing 2024 storm sewer improvements project (the “Project”). The statement noted that a local contractor was already working on the project, but that the City would be send the project out for bids

due to a potential error in designation of federal funds received through a grant from Story County.

8. The City Council directed the City's engineering firm of Veenstra & Kimm, Inc. to proceed with the bidding out of the Project in accordance with Iowa Law. The City's May 24<sup>th</sup> statement noted that it was committed to following the law, and the reason for the bidding process was to ensure that the law was being followed.
9. Subsequently, on or about May 31, 2024, Veenstra & Kimm published plans, specifications and bidding instructions for the Project. Those plans, specifications and bidding instructions are attached as **Exhibit 1**.
10. Thereafter, Steele timely submitted a bid for the Project in accordance with the bidding instructions prepared by Veenstra & Kim.
11. On or about June 13, 2024, Veenstra & Kim completed a tabulation of the bids received for the Project. The tabulation included Steele's bid, along with at least four other contractors who bid on the Project. According to the tabulation, Steele was the low bidder on two out of the three phases of the Project. The bid tabulation is attached as **Exhibit 2**.
12. Iowa Code Chapter 26 governs the bidding process for public construction projects, such as the Project at issue in this case.
13. Importantly, Iowa Code § 26.9 states in pertinent part "[t]he contract for the public improvement must be awarded to the lowest responsive, responsible bidder." Steele was the low bidder on two of the three phases of the Project listed on the tabulation.
14. Despite being the low bidder, and in disregard for Iowa Code § 26.9 and the bidding instructions prepared by Veenstra and Kim, the City voted to award the contract to a local contractor who had a higher bid than Steele.

15. Steele, through counsel, corresponded with the City's attorney to protest the award of the Project contract to the higher bidding local contractor. On July 1, 2024, due to Steele's objection of the award, the City council held a meeting and *unanimously* voted to rescind the contract award and instead award that portion of the Project contract to Steele on which it was the low bidder. City Council Resolution 24-35 attached as **Exhibit 3**.
16. Importantly, in the City council's resolution rescinding the Project contract to the higher bidding local contractor, the City council noted "the City Council has determined said contract is invalid as a matter of law, due to the requirements of Chapter 26, Code of Iowa."
17. The City's Resolution 24-35 further stated "the City Council desires to follow Iowa law in all respects and award the contract to the lowest, responsive and responsible bidder, which the Council is now satisfied was Steele Excavating, Inc. . . ."
18. Despite the unanimous vote by the City council, on or about July 11, 2024, Mayor Bower unilaterally vetoed the City's Resolution 24-35. Mayor Bower issued a written veto of the Resolution. Mayor Bower's Veto attached as **Exhibit 4**.
19. Mayor Bower's veto states "[t]he City Council has clearly laid out that they do desire for the stormwater sewer work to be awarded to a local company" notwithstanding that the City Council admitted in Resolution 24-35 that the awarding of the Project contract to the higher bidding local contractor was "invalid as a matter of law, due to the requirements of Chapter 26, Code of Iowa Code."
20. The City acknowledged in Resolution 24-35 that Steele was "the lowest, responsive and responsible bidder."

21. In disregard of the plain language in Iowa Code § 26.9, the Mayor unilaterally decided to veto the City's resolution which acknowledged the award of the Project to the higher bidding local contractor, rather than Steele, was in violation of Iowa law.
22. Importantly, Mayor Bower's cites the Supreme Court of Iowa by stating competitive bidding "is employed for the protection of the public to secure by competition among bidders, the best results at the lowest price, and to forestall fraud, *favoritism*, and corruption in the making of contracts." (emphasis added) (citation omitted).
23. The veto to grant the Project contract to a higher bidding local contractor is "favoritism."
24. Upon information and belief, the City Council is not going to exercise its right under Iowa Code § 380.6(2) to "pass the measure again by a vote of not less than two-thirds of all the members of the council."

**Count I- Violation of Chapter 26- Injunctive Relief and/or Mandamus**

25. Steele incorporates and realleges the preceding paragraphs 1-24.
26. The Project is a public construction project subject to the bidding laws of Chapter 26.
27. Steele timely submitted a bid for the Project in accordance with the bidding instructions prepared by the City's engineering firm, and also in accordance with Chapter 26.
28. Steele was the low bid for two out of three phases of the Project.
29. Iowa Code § 26.9 states that the contract *must* be awarded to the low bid. (Emphasis added).
30. In violation of Iowa Code § 26.9, the City awarded the contract to a local contractor who submitted a bid higher than Steele. However, the City later *unanimously* voted to rescind the Project contract to the higher bidding local contractor, and instead, award the Project contract to Steele.

31. Mayor Bower, however, vetoed the City's Resolution 24-35.
32. The City Council has not voted to "pass the measure again by a vote of not less than two-thirds of all members of the council."
33. The City and Mayor Bower's failure and refusal to award the contract for the Project to the lowest bid constitutes a violation under Iowa Code Chapter 26.
34. Steele has an interest in the City and Mayor Bower following Chapter 26, because compliance with Chapter 26 would require the Project contract be awarded to Steele. Steele will suffer irreparable and substantial damage if the request for injunction is not granted.
35. Pursuant to Iowa Code § 26.9, Steele requests that the court enjoin the City and Mayor Bower from awarding the Project contract to the higher bidding local contractor and also to enjoin the City from allowing work on the Project to continue until this issue is resolved.
36. In the alternative, Steele requests that the Court issue a Writ of Mandamus commanding the City to award the contract to Steele.

WHEREFORE, Steele respectfully requests that the court enjoin the City and Mayor Bower from awarding the contract to the higher bidder and instead require the City and Mayor Bower to award the contract to Steele according to Iowa Code § 26.9 (or in the alternative issue a writ of mandamus), award Steele its costs and attorneys' fees, and for such other relief as the Court deems appropriate.

**Count II: Declaratory Judgment**

37. Steele incorporates and realleges the preceding paragraphs 1-36.

38. The City and Mayor Bower have acted in violation of Iowa Code § 26.9 by awarding the Project contract to someone other than “the lowest, responsive and responsible bidder.”
39. Steele properly objected to the City originally awarding the Project contract to the higher bidding local contractor, and Steele likewise now objects to Mayor Bower’s veto of the City’s Resolution 24-35.
40. Unless the court declares the City and Mayor Bower’s actions as unlawful, the City and Mayor Bower will be allowed to use unlawful practice and policy to the detriment of Steele, other contractors, and City residents and taxpayers. This practice would render the language in Iowa Code § 26.9 useless.
41. Steele seeks a declaration from the court that the City and Mayor Bower’s actions in awarding the Project contract to someone other than “the lowest, responsive and responsible bidder” (Steele) is unlawful on its face and unlawful in practice, in that it:
  - a. Violates Iowa Code § 26.9;
  - b. Violates state and federal due process rights of contractors, including Steele; and
  - c. Violates state and federal equal protection rights of contractors, including Steele.

WHEREFORE, Steele respectfully requests that the court enter an order declaring the parties' rights and responsibilities as described herein, specifically that the Defendants acted unlawfully in their award of the Project contract, and for such other further relief that the court deems appropriate.

Dated: August 2, 2024

Respectfully submitted,

/s/ Thomas R. Olson  
Thomas R. Olson (#AT0010013)  
OLSON CONSTRUCTION LAW, P.C.  
20730 Holyoke Avenue; Ste. 202  
P.O. Box 520  
Lakeville, MN 55044  
Tel. (651) 298-9884  
Fax (651) 298-0056  
trolson@oc-law.com  
*Attorney for Steele Excavating, Inc.*