

The Board of Supervisors met on 11/12/24 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; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

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

MINUTES: 11/5/24 Minutes – Faisal moved, Murken seconded approving the 11/5/24 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 11/13/24, in a) Conservation for Christian Fouraker @ \$13.75/hr; effective 11/18/24, for Abigail Boorman @ \$13.75/hr; 2) pay adjustment, effective, 11/17/24, in a) Attorney's Office for Natasha Gardner @ \$26.75/hr; b) Auditor's Office for Cathy Naumann @ \$25.46/hr; b) Board of Supervisors for Sandra King @ \$5,205.75/bw. Murken moved, Faisal seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

Faisal moved, Murken seconded approving Consent Agenda.

- 1) Acknowledge Receipt of Story County Pledge for Safety Action Plan related to adopted Resolution #23-08 for participation in Safe Streets for All (SS4A) Grant Application and request signature
- 2) Resolution #25-40, Setting a Date and Time for Public Hearing for 10 a.m. on 11/26/24 to Consider Resolution #25-41, Amending the Urban Renewal Plan, Story County Urban Renewal Area
- 3) Resolution #25-42, Setting a Date and Time for Public Hearing for 10 a.m. on 11/26/24 for First Consideration of Ordinance No. 322 Amending Chapter 8—Urban Renewal of the Story County Code of Ordinances
- 4) Agreement between The Shredder and Human Health Services for shredding, effective upon approval for three years, service to be provided every four weeks with minimum charge of \$60.00
- 5) Utility Permit: #25-7974
- 6) Renewal Fees between Story County and NEOGOV for Insight Enterprise Software License, effective 10/9/24-10/8/25, for \$10,454.76

Roll call vote. (MCU)

UPCOMING AGENDA ITEMS: Faisal reported that Vanessa Baker-Latimer, Housing Coordinator, City of Ames is planning to request County support for the January Martin Luther King event. Heddens reported that Assistant County Attorney Crystal Rink is reviewing the Central Iowa Workforce 28E agreement for future Board action.

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 10:05 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building,
900 6th St., Nevada, IA
11/12/24

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?](https://us02web.zoom.us/j/84068041164?pwd=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1)

[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. AGENCY REPORTS:
7. CONSIDERATION OF MINUTES:
 - I. 11/5/24 Minutes

Department Submitting Auditor
8. CONSIDERATION OF PERSONNEL ACTIONS:
 - I. Action Forms

1) new hire, effective 11/13/24, in a) Conservation for Christian Fouraker @ \$13.75/hr; effective 11/18/24, for Abigail Boorman @ \$13.75/hr; 2) pay adjustment, effective, 11/17/24, in a) Attorney's Office for Natasha Gardner @ \$26.75/hr; b) Auditor's Office for Cathy Naumann @ \$25.46/hr; b) Board of Supervisors for Sandra King @ \$5,205.75/bw.

Department Submitting Auditor

9. CONSENT AGENDA:

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

- I. Acknowledge Receipt Of Story County Pledge For Safety Action Plan Related To Adopted Resolution #23-08 For Participation In Safe Streets For All (SS4A) Grant Application And Request Signature

Department Submitting Engineer

Documents:

SAFETY ACTION PLAN.PDF

- II. Consideration Of Resolution #25-40, Setting A Date And Time For Public Hearing For 10 Am On November 26, 2024, To Consider Resolution #25-41, Amending The Urban Renewal Plan, Story County Urban Renewal Area

Department Submitting Planning and Development

Documents:

RESOLUTION 25 40.PDF

- III. Consideration Of Resolution #25-42, Setting A Date And Time For Public Hearing For 10 AM On November 26, 2024, For First Consideration Of Ordinance No. 322 Amending Chapter 8—Urban Renewal Of The Story County Code Of Ordinances

Department Submitting Planning and Development

Documents:

RESOLUTION 25 42 .PDF

- IV. Consideration Of Agreement Between The Shredder And Human Health Services For Shredding Effective Upon Approval For 3 Years, Service To Be Provided Every 4 Weeks With Minimum Charge Of \$60.00

Department Submitting Auditor

Documents:

THE SHREDDER.PDF

V. Consideration Of Utility Permit(S) #25-7974

Department Submitting **Engineer**

Documents:

UT 25 7974.PDF

VI. Consideration Of Renewal Fees Between Story County And NEOGOV For Insight Enterprise Software License Effective 10/9/24 - 10/8/25 For \$10,454.76

Department Submitting **Information Technology**

Documents:

NEOGOVSINSIGHT.PDF

10. UPCOMING AGENDA ITEMS:

11. 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.

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

13. 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
11/12/24

NAME

Crystal Davis

Sandra

AGENCY

BOS

BOS



STORY COUNTY PLEDGE

In this pledge, we formalize Story County's support of the strategies outlined in Iowa's Five-Year Strategic Highway Safety Plan (SHSP) 2024-2028 and the overall vision of Zero Fatalities on Iowa's public roadways. In addition, we reaffirm Story County's goal of a dramatic decrease in roadway fatalities and serious injuries by the years 2030 and 2050, respectively, as detailed in the resolution adopted in 2022 by our Board of Supervisors for participation in the Iowa County Engineers Association (ICEA) Safe Streets for All (SS4A) Grant Application. Story County is committed to implementing the safety strategies outlined in this Safety Action Plan (SAP), which will assist road users with staying safe while driving, walking, or riding in Story County. Story County is dedicated to measuring its progress towards these goals and providing quantitative metrics as we continue to take the necessary steps to improve safety on the county's roadways in order to realize our eventual goal of zero roadway fatalities and serious injuries by 2050.

Lisa Heddens

Chair, Story County Board of Supervisors

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

Please return to:
Planning & Development

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 25-40

SETTING DATE AND TIME FOR PUBLIC HEARING FOR NOVEMBER 26, 2024, FOR
AMENDING THE URBAN RENEWAL PLAN – STORY COUNTY URBAN RENEWAL AREA

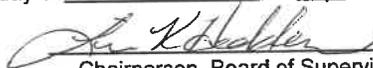
WHEREAS, the Board of Supervisors approved the *Urban Renewal Plan – Story County Urban Renewal Area* in November 2011, and amended in October 2013, September 2014, October 2015, May 2016, September 2016, June 2017, August 2017, August 2018, October 2019, November 2020, and October 2024;

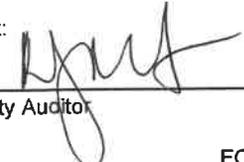
AND WHEREAS, the adopted *Story County, Iowa Economic Development Process and Policies* requires that any amendments to the Urban Renewal Area Plan be completed prior to November 1st annually.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed amendments to the *Urban Renewal Plan – Story County Urban Renewal Area* on the 26th of November, 2024, at the Story County Administration Building, Nevada, Iowa, at 10 o'clock am; and the Board of Supervisors directs the Story County Planning and Development Department to post the proposed amendments on the Story County website.

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

Dated this 12th day of NOVEMBER, 2024.


Chairperson, Board of Supervisors

Attest:

County Auditor

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

ALLOWED BY VOTE OF BOARD
Yea 3 Nay 0 Absent 0


CHAIRPERSON Above tabulation made by 

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

Please return to:
Planning & Development

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 25-42

SETTING DATE AND TIME FOR PUBLIC HEARING FOR NOVEMBER 26, 2024, FOR FIRST
CONSIDERATION OF ORDINANCE NO. 322 AMENDING CHAPTER 8 - URBAN RENEWAL
OF THE STORY COUNTY CODE OF ORDINANCES

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

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

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

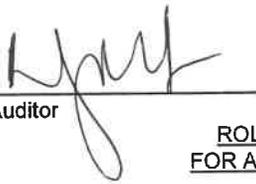
NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 322 on the 26th day of November 2024, at the Story County Administration Building, Nevada, Iowa, at 10:00 AM and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

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

Dated this 12th day of NOVEMBER, 2024.


Chairperson, Board of Supervisors

Attest:


County Auditor

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

ALLOWED BY VOTE
OF BOARD
Yea 3 Nay 0 Absent 0

 Above tabulation made by JB
CHAIRPERSON



THE SHREDDER

1000 Thomas Beck Rd. • Des Moines, IA 50315
Toll Free: 855.99.SHRED • www.the-shredder.com

CLIENT SERVICE AGREEMENT

"ITS OUR BUSINESS TO ENSURE NO ONE KNOWS YOUR BUSINESS"



A DIVISION OF GREEN RESOURCE MANAGEMENT

CLIENT INFORMATION

Location: (service location) _____ Multiple Service Locations (check here and attach location list)
 Company Name: Dept of Health and Human Services Tel: (515) 292-2035 Fax: _____
 Contact Name: Sarah Hinman Position: _____ Email: sarah.hinman@hhs.iowa.gov
 Address: 126 South Kellogg Avenue Suite 101 City: Ames State: IA Zip: 50010 County: Story

CLIENT BILLING INFORMATION

Location: (service location) _____
 Company Name: _____ Tel: _____ Fax: _____
 Contact Name: _____ Position: _____ Email: sarah.hinman@hhs.iowa.gov
 Address: _____ City: _____ State: _____ Zip: _____ County: _____

PRODUCTS

Container/Service	QTY	Price Per Unit
96 Gal Tote	2	30.00
_____	_____	_____
_____	_____	_____
_____	_____	_____

AUTOMATIC SERVICES

Service Frequency: 4 Week Minimum Charge: 60.00
 Start Date: ASAP Length of Contract: 3 Year
 Location of Containers: _____
 Automatic Service Description: 20% Fuel, Environmental, and Recovery Charges

PURGE SERVICE

Expected Service Date/Other: _____ Minimum Charge: _____
 Purge Service Description: _____

AGREED TO BY

GREEN RESOURCE MANAGEMENT, INC.
THE SHREDDER

Signed: SEAN KASTLI
 Printed Name: Sean Kastli
 Position: Account Manager
 Date: 11/1/24

CUSTOMER AGREES TO HAVING REVIEWED AND AGREED TO TERMS AND
CONDITIONS OUTLINED ON THE BACK OF THIS CONTRACT.

Company: Story County
 Signed: [Signature]
 Print Name: Lisa K Heddens
 Position: Chair
 Date: 11-12-24

GUARANTY

The undersigned guarantor jointly and severally unconditionally guarantees the prompt payment when due of each monthly payment due and payable under the forgoing installment contract. To enforce the liability of the guarantor hereunder, Seller or its assignee shall not be required, first to (a) give guarantor notice of Buyer's default, (b) repossess the equipment or, (c) attempt to enforce the liability of Buyer under the installment contract. Seller or its assignee may from time to time accept late payments and may extend terms of this installment contract without detracting or diminishing this continuing guaranty. This is a guarantee of payment not of collection. The Guarantor acknowledges that execution of this guaranty is a material part of the consideration upon which Seller relies on consummating this installment contract and that this guaranty is executed as an inducement to the Seller to consummate the contract.

Guarantor Name(s) (print clearly) _____
 Guarantor Sign Here _____
 Street _____
 City _____
 Zip _____

TERMS AND CONDITIONS

1. Sole Terms All obligations of The Shredder, Inc. (The "Shredder") and Client are exclusively subject to the terms and conditions contained herein and any addenda agreed to by the parties in writing and attached hereto. This Agreement shall not be modified except as expressly set forth in writing agreed upon and executed by the parties hereto.

2. Shredder Services The Shredder will provide the following services to Client:

- a. The Shredder will provide all consoles and other related equipment on Client's premises as necessary for the collection and storage of all of Client's paper materials containing confidential or sensitive information (hereinafter the "Materials"). The number of consoles will be determined by the Shredder after consultation with Client and determination of Client's shredding needs. Additional consoles may be added to this agreement and shall become a part of and subject to the terms hereof.
- b. The Shredder will (i) collect the Materials on an established schedule and mutually agreed upon basis and (ii) destroy the Materials using a mechanical shredding device (the "Document Destruction Service"). Client shall be solely responsible for placing the Materials in the consoles for collection by the Shredder and for ensuring that such Materials are adequately secure and protected from misappropriation.
- c. The Client agrees to use The Shredder for all Document Destruction Services, including, but not limited to, one time jobs, purges, hard drive destruction, media destruction and all other destruction services.
- d. The Shredder will provide Client with a Certificate of Destruction after completion of the Document Destruction Service upon customer request.
- e. The Client, or an authorized representative of Client, shall be permitted to observe, inspect, or oversee the Document Destruction Service at any time.
- f. After completion of the Document Destruction Service, the Shredder will recycle or dispose of the Materials.

3. Document Storage Policy Client shall be solely responsible for establishing and adhering to its own document retention and destruction policy. Client shall indemnify and hold the Shredder harmless from any and all claims, damages, costs and/or injury resulting from the alleged wrongful destruction of documents and/or media included with the Materials, any violation of Client's document retention and destruction policy, or any other violation of law or court order. The parties agree that the Shredder shall be entitled to rely upon Client's determination of whether any document(s) shall be included in the Materials subject to the Document Destruction Service.

4. Consoles and Equipment In order to facilitate the Document Destruction Service, the Shredder will provide consoles and other equipment, which shall be located on the premises of the Client and shall remain the sole property of the Shredder. No lien or security interest shall be filed, or permitted to be filed, against the property of the Shredder by the Client. The consoles and equipment shall be kept in good working order by Client, normal wear and tear excepted. In the event that any consoles and/or equipment are moved, damaged, stolen, removed or lost while located on Client's premises, Client shall pay the costs of replacement of such consoles and/or equipment. Client agrees to indemnify and hold the Shredder, its affiliates, agents and assigns, harmless from any claims, liabilities, damages or costs related to such consoles or equipment and for any Materials which may have been located in such consoles and equipment.

5. Service Fees Client shall pay a "Service Fee" to the Shredder equal to the greater of (a) the Minimum Charge (as stated on the cover page) or (b) the Billing Rate per minute or per container (as stated on the cover page). Such Service Fee shall not apply to Document Destruction Services provided by the Shredder outside of the regularly scheduled times of providing such services, and Client agrees to pay such amount as determined by the Shredder for providing such services in excess of the regularly scheduled services. Client agrees to pay the Minimum Charge if the Shredder is unable to provide regularly scheduled Document Destruction Services due to the closure of Client's offices without prior notice to the Shredder, or if such services are declined or canceled by Client without prior notice to the Shredder of such cancellation.

6. Payment Terms Client agrees to pay the Service Fee and all other amounts due within 10 days of the date of the invoice. Invoice will be sent to or left with client at completion of document destruction service. Any payments not received by the Shredder on the due date will be subject to an interest rate charge on the unpaid balance of the higher (a) \$5 per month, or (b) of 24% per annum, compounded monthly, or the maximum amount allowed by law. All payments must be in immediately available funds and paid in negotiable currency of the United States of America. The amount of any and all applicable taxes shall be added to the price and paid by Client unless Client has provided the Shredder with proof of exemption from the taxing authorities.

7. Adjustment of Fees The service fee is fixed for the first year of the initial term. After the first year of the initial term, any subsequent years of the initial term and any subsequent automatic renewal terms, in its sole discretion The Shredder reserves the right to adjust the service fee from time to time (either the minimum charge or the service fee billing rate) to account for operational changes it implements to comply with certification, to cover increased operational costs, or to otherwise address cost escalation, exclusive of any applicable taxes and surcharges.

8. Fuel, Environmental or Other Surcharges Client agrees and acknowledges that the Shredder may, without notice, at any time and from time to time, impose and adjust a fuel, environmental or other surcharge of any amount for any duration, all within the sole and absolute discretion of the Shredder. Should contaminants in any Document Destruction Service cause the recycled material to be downgraded or rejected The Shredder reserves the right to charge a waste disposal fee per ton in the amount of tipping fee per ton at the landfill, transfer station or recycling center used by The Shredder and a \$100 per ton hauling cost. It is acknowledged and agreed that such surcharges may, from time to time, result in additional profit for the Shredder.

9. Term of Agreement This Agreement shall remain in full force and effect for **3 years** (Initial Term), commencing on the date hereof, the effective date of this agreement is defined as the signature date of this agreement or the date in which the customer takes possession of the equipment used to facilitate the Document Destruction Service as defined as the start date, whichever is later. Unless a new agreement is signed by both parties, this Agreement will automatically renew (each a "Renewal Term") for additional five year terms unless terminated by either party, by written notice, at least 30 days, but no more than 90 days, prior to the expiration of either the Initial Term or any Renewal Term. On termination by either party, Client will immediately pay the Shredder all outstanding balances for services performed by the Shredder prior to termination of the Agreement and upon the termination date, the Shredder shall have the right to retrieve its consoles and equipment from Client, wherever located.

10. Early Termination In the event Client terminates this Agreement without cause, prior to the end of the Initial Term or any Renewal Term and upon 60 days written notice to the Shredder, the Shredder shall have the right to immediately retrieve its consoles and equipment from Client, wherever located and Client shall immediately pay the Shredder: (a) all unpaid invoices and interest thereon as provided in this Agreement, (b) attorney's fees and collection costs as provided in this Agreement, (c) the Service Fees due for the remaining term of the Agreement, and (d) a removal fee of \$100.00 per container. Such Service Fees for early termination shall be based on the greater of (a) the price per each container located within the facility multiplied by the remaining contracted service days or (b) the average calculated based on the average Service Fee incurred by Client for all prior months on the Agreement multiplied by the months remaining in the Initial Term or Renewal Term.

11. Default and Termination for Cause Either party may terminate this Agreement if the other party fails to cure a material default of this Agreement within 30 days following receipt of notice of such material default. Notwithstanding anything herein to the contrary, in the event that Client fails to pay any amounts due hereunder, the Shredder may immediately terminate this Agreement in its entirety and retrieve its consoles and equipment from Client along with fees as provided in this Agreement, and shall be released from any further obligations hereunder. The terms of this Section 10 shall not be affected by bankruptcy or insolvency of Client.

12. Force Majeure In the event of labor stoppages, strikes, lock-outs, acts of God, legal process, power outage, or any other similar occurrence, that prevents, hinders, or delays the performance of the obligations of the Shredder hereunder, and such occurrence is not proximately caused by the Shredder, then nonperformance of such obligations of the Shredder shall be excused for the period of delay and the period for the performance of such obligation, if any, shall be extended for a corresponding period.

13. Limitation of Liability The Shredder shall not be liable for any loss or damage related to the Material or the destruction thereof. Such limitation of liability shall extend to the repair, replacement or restoration of any destroyed Material. The Shredder shall not be liable for any incidental, special, consequential, exemplary, treble or punitive damages, loss of profits, opportunity or revenue, or loss of use, but the Shredder's aggregate liability hereunder shall be limited to the total amount of Service Fees paid by Client hereunder for the last year of the Initial Term. This limitation of liability shall apply regardless of whether such liability arises from breach of contract, warranty, tort, operation of law, or otherwise.

14. Set-off/Self-Help Client shall not be permitted to set off invoiced amounts or any portion thereof against sums that are due or may become due from the Shredder to Client or to otherwise exercise any remedies of self-help without first providing written notice to the Shredder as provided in Section 11 above.

15. Prohibited Practices Client shall not store in any container any Materials considered to be highly flammable, explosive, toxic, biohazard, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe including but not limited to batteries, cell phones, metal, steel & other hazardous objects. Client will be responsible for all costs to repair or replace equipment damaged as a result of the client placing prohibited material in any container used to facilitate the Document Destruction Service or Recycling Service. Client shall not assign this Agreement to any other party without the prior written consent of the Shredder, which may be withheld in the Shredder's sole discretion.

16. Indemnification Client shall indemnify the Shredder for all costs and damages suffered by the Shredder as a result of Client's actual or threatened breach of this agreement. In the event that the Shredder enforces the terms of this Agreement, whether by legal action or otherwise, and including but not limited to any action to collect any monies due hereunder, the Shredder shall be entitled to an award of its reasonable attorney's fees, litigation expenses, court costs, costs of collection, and similar sums, in addition to any other legal and equitable remedies available to the Shredder.

17. Miscellaneous

- a. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires.
- b. The failure of any party hereto to enforce its rights hereunder, or to demand performance of any provision of this Agreement, shall not be construed as a waiver of such provision or any other provision, and this Agreement shall remain in full force and effect.
- c. It is expressly understood and agreed that this instrument embodies all agreements existing between the Shredder and Client, and that no term, provision, or condition of this agreement shall be held to be altered, amended, changed or waived in any respect except by written agreement executed by both parties hereto.
- d. Time is of the essence.
- e. If any term or condition of this Agreement shall to any extent be invalid and unenforceable, then the remainder of this Agreement, other than those to which it is held invalid or unenforceable, shall not be affected and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent allowed by law.
- f. This Agreement shall be governed by the laws of the State of Iowa.
- g. This Agreement shall be enforceable in the state and federal courts located in Des Moines, Polk County, Iowa.
- h. The parties hereto waive their right to trial by jury in enforcing this Agreement.
- i. The provisions of this Agreement that are by their nature intended to survive termination or cancellation of this Agreement shall survive such termination or cancellation.
- j. Any notice required to be given hereunder shall be considered properly given three (3) days after such notice is deposited in the U.S. Mail, postage prepaid, "Certified Mail, Return Receipt Requested," and sent to the other party at its address disclosed on the cover page unless notice of a new address is given and received as provided hereunder. Notwithstanding the foregoing, notice may be given by such other means as is reasonably calculated to reach the other party, including by facsimile or electronic mail, upon providing proof of delivery of such notice.
- k. The Shredder is NAID AAA Certified for on-side document destruction services.
- l. Customer acknowledges that The Shredder shall not be liable for any damage to any pavement, parking lot or driving surface resulting from the weight of The Shredder's vehicles or equipment servicing the Client's location.
- m. Each person signing this agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this agreement. Each party represents and warrants to the other that the execution and delivery of the agreement and the performance of such party's obligations herein have been duly authorized and that the agreement binding on such party and enforceable in accordance with its terms.
- n. Changes to the terms and conditions, hand written or otherwise, must be initiated by a representative of Green Resource Management for said changes to be recognized as changes or modifications to the standard terms and conditions as set forth above.

1-09

Permit Number 25-7974

STORY COUNTY UTILITY PERMIT

Date 11-4-24

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa, authorize to do business within the State of Iowa, with its principal place of business at 2074 242nd 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 282nd St.
From 55641 under the road to the pole a
distance of 155 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 11-4-2024

Consumers Energy
Name of Company (Applicant - Permittee)

641-485-4064
by Phone no.

Recommended for Approval:

Date 11-4-24

515-382-7355
County Engineer Phone no.

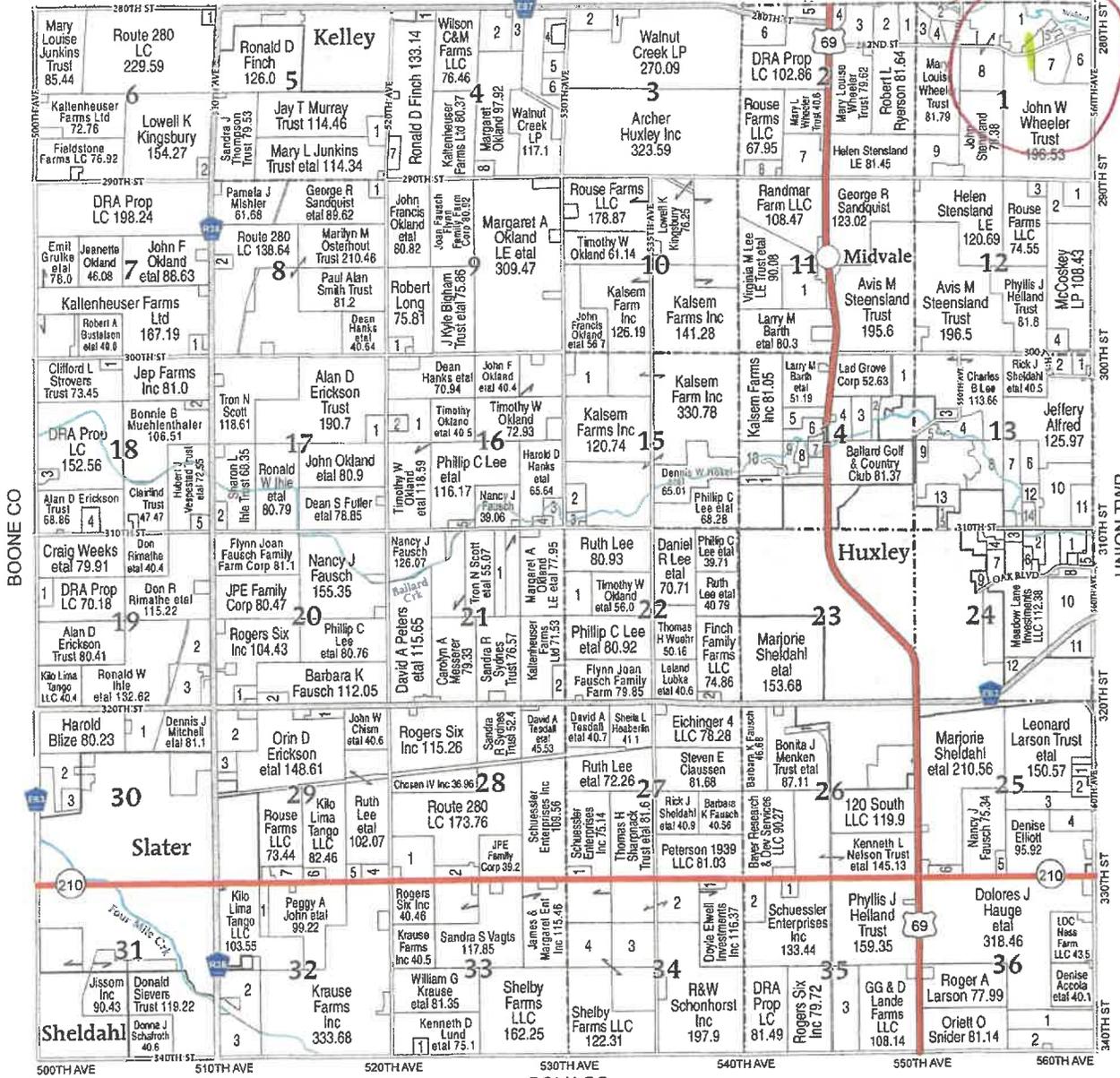
Approved:

Date 11-12-24

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.

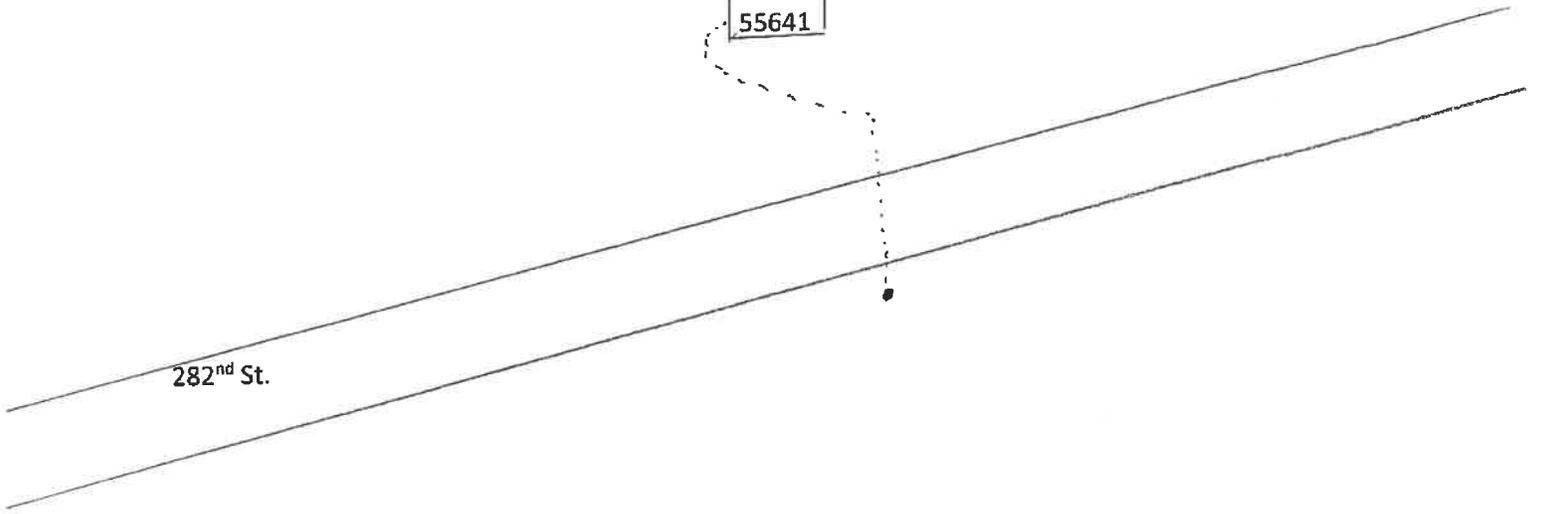
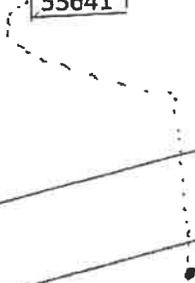
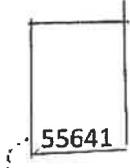
(Landowners)
WASHINGTON TWP



PALESTINE TOWNSHIP

SECTION 1	SECTION 2	SECTION 3	SECTION 4	SECTION 5	SECTION 6	SECTION 7	SECTION 8	SECTION 9	SECTION 10	SECTION 11	SECTION 12	SECTION 13	SECTION 14	SECTION 15	SECTION 16	SECTION 17	SECTION 18	SECTION 19	SECTION 20	SECTION 21	SECTION 22	SECTION 23	SECTION 24	SECTION 25	SECTION 26	SECTION 27	SECTION 28	SECTION 29	SECTION 30	SECTION 31	SECTION 32	SECTION 33	SECTION 34	SECTION 35	SECTION 36
1 CARVER TRUST, LINDA A 61.98	1 LARSEN, CHRIS ETAL 15.58	1 BEEKMAN, RICHARD ETAL 11.02	1 IHLE TRANSPORT INC 5.44	7 FINCH, MARK D ETAL 9.98	1 ULLERSVANG FARM LC 12.3	1 LUBKA PROPERTY HOLDINGS SERIES LLC 5.61	1 WRIGHT, MATTHEW ETAL 7.36	1 BERHOW, JANICE E 6.26	1 FINCH, RONALD D ETAL 6.4	1 HANSEN, MATTHEW DALLAS ETAL 9.16	1 WHITAKER PROP LLC 15.86	1 EIMERS, MARK E ETAL 8.86	1 LEE, CHARLES B 20.22	1 OKLAND, JOHN FRANCIS ETAL 35.06	1 ERICKSON TRUST, ALAN D 8.72	1 ERICKSON TRUST, ALAN D 8.72	1 JASCHKE, AMY ETAL 9.87	1 ERICKSON TRUST, ALAN D 8.72	1 SCOTT, TRON H ETAL 20.3																

CONTINUED ON NEXT PAGE



282nd St.

Bore under the roadbed and ditch a minimum of 4 foot and install 2-inch Duct containing 7200 volt electric cable for a new electric service.

NEOGOV

INVOICE



Vendor Information / Contact:

2120 Park Pl, Suite 100
 El Segundo, CA 90245
 Email: billing@neogov.net
 Phone: (310) 426-6304
 EIN: 33-0888748

Need a W-9? Click here: [W-9 PDF](#)

Invoice Summary:

Invoice No.: INV-44101
 Invoice Date: 09-09-2024
 Due Date: 10-09-2024
 Payment Terms: Net 30
 Purchase Order No.:
 Customer No.: A-613126

Customer Billing Information
Alissa Wignall Story, County of (IA)
900 6th Street Nevada, IA 50201 United States

Customer Shipping Information
Story, County of (IA)
900 6th Street Nevada, IA 50201 United States

Invoice Details:

Product	Start Date	End Date	Total Price (\$USD)
Insight Subscription	10-09-2024	10-08-2025	\$10,454.76

APPROVED **DENIED**
 Board Member Initials: AKH
 Meeting Date: 11-12-24
 Follow-up action: _____

SUBTOTAL (\$USD)	\$10,454.76
Sales Tax	\$0.00
TOTAL	\$10,454.76
Payments	\$0.00
Credits	\$0.00
Balance Due (\$USD)	\$10,454.76

Payment Instructions:

Remit checks to: Governmentjobs.com, Inc. DEPT LA 25067 Pasadena, CA 91185-5067	Remit electronic payments to: Silicon Valley Bank Name: Governmentjobs.com, Inc. Account #: 3302022848 Routing #: 121140399 Swift Code: SVBUS6SIBO	Credit card payments: Credit Card Payment Portal Link
-------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------

By making the payment specified in this invoice, customer agrees that the terms and conditions of the agreement previously executed by the parties shall apply to this purchase, or if there is no prior agreement, the terms and conditions of the NEOGOV Services Agreement set

