

The Board of Supervisors met on 9/2/25 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 during business hours, Monday-Friday, 8-4:30, at 900 6th Street, Nevada, Iowa)

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

PUBLIC COMMENTS #1: Heddens read a notice from the Planning and Development Department: 1) today begins the transition to an updated online permit application portal, and 2) today is the 67th anniversary of the first zoning ordinance adopted by the County. For questions or anniversary wishes, contact the Department at (515) 382-7245 or pzweb@storycountyiowa.gov.

MINUTES: 8/26/25 Minutes – Faisal moved, Murken seconded approving the 8/26/25 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 9/10/25, in a) Secondary Roads for Jacob Affeldt @ \$27.81/hr; effective 9/15/25 in a) Sheriff's Office for Kenadie Betz @ \$2,215.20/bw; Katelynn Swanson @ \$ 2,215.20/bw; effective 9/16/25 in a) Attorney's Office for Caroline Kennedy @ \$15.00/hr; effective 10/1/25 in a) Information Technology for Colin Gerst @ \$5,231.15/bw; 2) pay adjustment, effective 9/7/25, in a) Animal Control for Anna Henderson @ \$3,437.88/bw; b) Attorney's Office for Kylee Beving @ \$27.55/hr; c) Facilities Management for Robert Oborny @ \$36.15/hr; d) Secondary Roads for Jill Leonard @ \$24.96/hr; e) Sheriff's Office for Adam Christian @ \$3,405.60/bw; Dillon Combs @ \$3,407.20/bw; Elizabeth Quinn @ \$3,970.40/bw; Zachary Rockwell @ \$2,288.00/bw; Connie Toresdahl @ \$4,188.73/bw. Murken moved, Faisal seconded approving the Personnel Actions as listed. Roll call vote. Faisal moved, Murken seconded approving the Consent Agenda as listed.

- 1) Contract for Highway Right-of-Way with Coder Family Farms LLC, John J. Coder, Loran J. Coder, and Clayton J. Coder for the purchase of permanent easement for \$274.63 (L-M22S--73-85)
- 2) Memorandum of Understanding (MOU) between Iowa Department of Management and Story County Alternatives Program for an updated Comprehensive Opioid Abuse Program (COAP) Recidivism Outcomes Report for \$5,000.00
- 3) Five-Year Master Services Agreement for the Human Services Center (HSC) Internet Backup between Story County and Aureon (confidential)
- 4) Service Agreement for law enforcement services between Gilbert Community School District and Story County Sheriff's Office, effective 8/29/25-10/31/25, for \$80.00 per hour for a Deputy Sheriff and \$40.00 per hour for a Regular Reserve Deputy, for a minimum of two hours
- 5) Tax Suspension Recipient verification pursuant to *Code of Iowa* §427.9
- 6) Contract for Highway Right-of-Way with Kenneth Nelson and Richard Nelson for the purchase of permanent easement for \$1,140.34 (Project No. L-U28S--73-85)
- 7) Road Closure: #26-09
- 8) Utility Permits: #26-8520, #26-8524

Roll call vote. (MCU)

UPCOMING AGENDA ITEMS: Heddens announced Human Health Services might need additional funds for shredding.

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

Murken moved, Faisal seconded to adjourn at 10:05 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda - Limited Agenda
Administration Building, 900 6th St., Nevada, IA
9/2/25

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. CONSIDERATION OF MINUTES:
 - I. 8/26/25 Minutes

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

Department Submitting HR

Documents:

ACTION FORMS.PDF
8. CONSENT AGENDA:

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

- I. Consideration Of Contract For Highway Right Of Way With Coder Family Farms LLC, John J Coder, Loran J Coder, And Clayton J Coder For The Purchase Of Permanent Easement For \$274.63 (L-M22S-73-85)

Department Submitting Engineer

Documents:

ROW CTR CODER.PDF

- II. Consideration Of Memorandum Of Understanding Between Iowa Department Of Management And Story County Alternatives Program For Recidivism Report Update For \$5,000.00 (Alternatives Program Budget)

Department Submitting Attorney's Office

Documents:

DOM SC MOU.PDF

- III. Consideration Of 5-Year Master Services Agreement For HSC Internet Backup Between Story County And Aureon (Confidential)

Department Submitting Information Technology

- IV. Consideration Of Service Agreement Between Gilbert Community School District And Story County Effective 8/29/2025 To 10/31/2025 For A Minimum Of 2 Hours For \$80.00/Hour

Department Submitting Sheriff

Documents:

GILBERT HS ATHLETICS CONTRACT.PDF

- V. Consideration Of Tax Suspension Recipient

Department Submitting Board of Supervisors

Documents:

2ND SUSPENSION LIST 2025.PDF

- VI. Consideration Of Contract For Highway Right Of Way With Kenneth Nelson & Richard Nelson For Purchase Of Permanent Easement For \$1140.34 (Project No. L-U28S-73-85)

Department Submitting Engineer

Documents:

ROW CTR NELSON.PDF

VII. Consideration Of Road Closure: #26-09

Department Submitting Engineer

Documents:

26 09.PDF

VIII. Consideration Of Utility Permits: #26-8520, #26-8524

Department Submitting Engineer

Documents:

UT 26 8520.PDF

UT 26 8524.PDF

9. UPCOMING AGENDA ITEMS:

10. 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.

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

12. 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

9/2/25

NAME

Crystal Davis

Sandra Lee

AGENCY

BOB

BOB

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: 06-21-200-400
 PROJECT No: L-M22S--73-85
 ROAD No: (590th ST.)

THIS AGREEMENT made and entered into this 18th day of August, A.D. 2025 by and between

CODER FAMILY FARMS LLC 1/2, AND AN UNDIVIDED 1/2 TO JOHN J. CODER, LORAN J. CODER, CLAYTON J. CODER

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.):

The West 12.00 feet of the East 45.00 feet of the North 100.00 feet of the South 180.12 feet of the SE¼, NE¼ in Section 21, Township 84 North, Range 23 West of the 5th P.M., Story County, Iowa. Easement contains 0.09 acres of which 0.06 acres is existing R.O.W.

County of Story, State of Iowa, and more particularly described on Page 3 and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page , 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>274.63</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>274.63</u>	TOTAL LUMP SUM

BREAKDOWN:		ac.=acres	sq.ft.=square feet			
Land by Fee Title			ac./sq.ft.	\$	Buildings & Improvements	\$
Underlying Fee Title			ac./sq.ft.	\$	Fence <u> </u> rods woven	\$
Permanent Easement	<u>0.03</u>		ac./sq.ft.	<u>249.63</u>	Fence <u> </u> rods barb	\$
Temporary Easement			ac./sq.ft.	\$		\$
Damages for:						

Future Abstract Entry in the amount of \$25.00

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 Johnny J. Coder by John J. Coder, POA X [Signature]
X John J. Coder
X Loran J. Coder

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 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 18 day of August, 2025, before me, the undersigned, personally appeared John J. Coder, Loran J. Coder, Clayton J. Coder

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.



[Signature]
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

[Signature] 8-22-25
Recommended by: Darren Moon P.E., Story County Engineer (Date)

[Signature] 9-2-25
Approved by: Chairperson, Story County Board of Supervisors (Date)

"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

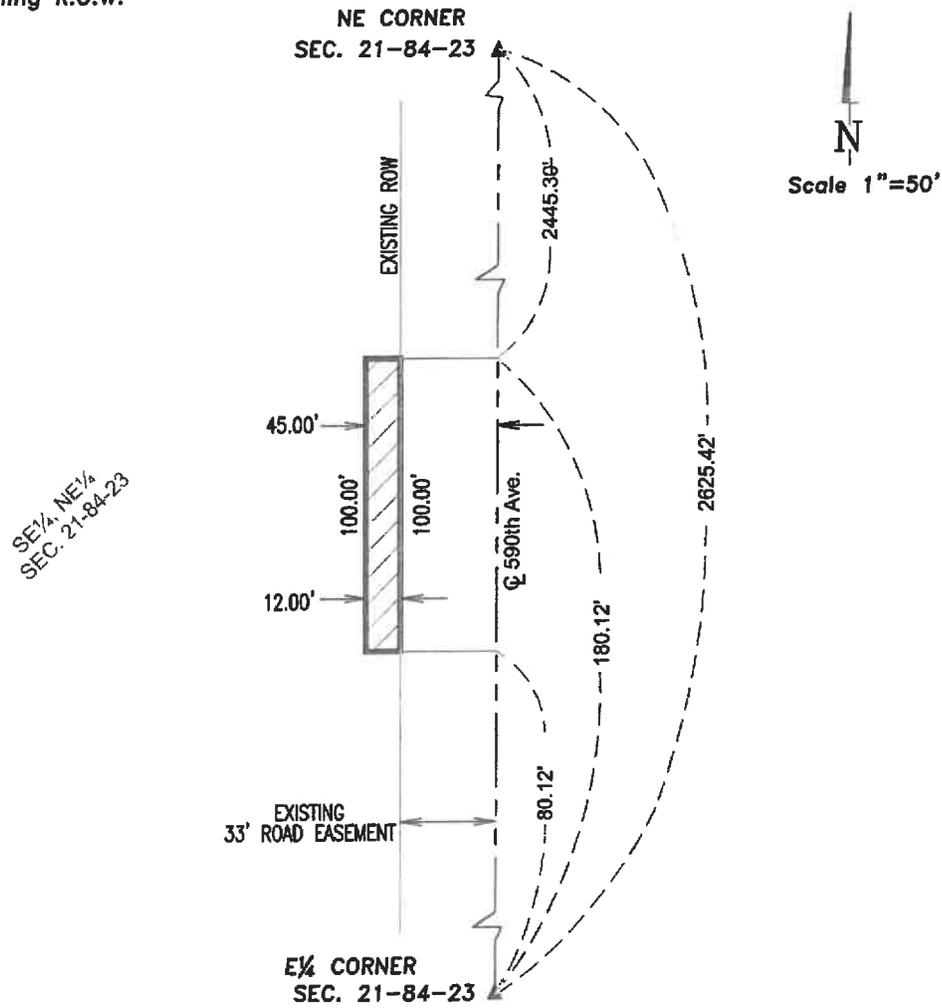
PROJECT NO. L-M22S--55-85 PARCEL NO. 06-21-200-400

SECTION 21, TOWNSHIP 84N, RANGE 23W, OF THE 5TH P.M., STORY COUNTY, IOWA.

ACQUIRED FROM CODER FAMILY FARMS LLC 1/2 AND AN UNDIVIDED 1/2 TO JOHN J. CODER, LORAN J. CODER, CLAYTON J. CODER

EXISTING R.O.W. 0.07 ACRES NEW R.O.W. 0.03 ACRES TOTAL R.O.W. 0.10 ACRES

The West 12.00' feet of the East 45.00' feet of the North 100.00' feet of the South 180.12' feet in the SE $\frac{1}{4}$, NE $\frac{1}{4}$ of Section 21, Township 84 North, Range 23 West of the 5th P.M., Story County, Iowa. Easement contains 0.10 acres of which 0.07 acres is existing R.O.W.



DATE DRAWN 4/18/2025



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

Iowa Department of Management – Division of Data, Planning, and Improvement (DOM-DPI)

AND

Story County Alternatives Program (Story County)

- Agreement Amount: \$5,000
- Effective Date of Agreement: August 1, 2025
- Agreement Title: COAP Recidivism Report Update
- Entity Funding Agreement: Story County Alternatives Program

This Agreement is made and entered into by and between the Iowa Department of Management – Division of Data, Planning, and Improvement, hereinafter called DOM-DPI, and the Story County Alternatives Program, hereinafter called Story County.

PURPOSE: DOM-DPI previously provided a Comprehensive Opioid Abuse Program (COAP) report to Story County that examined recidivism outcomes for participants in Story County’s Alternatives program. That report encompassed the outcomes for participants who had exited the program by July 31, 2024. It is the mutual desire of DOM-DPI and Story County to enter into this Agreement for DOM-DPI to create an updated COAP recidivism outcomes report for Story County Alternatives participants, including updated data through July 31, 2025. DOM-DPI will utilize existing staff to perform the tasks identified herein, and the cost to Story County shall be Five Thousand Dollars (\$5,000).

- I. DOM-DPI agrees to:
 - a. Review updated participant file from Story County and resolve any data quality issues
 - b. Match participant information to data contained in Iowa’s Justice Data Warehouse (JDW), searching for criminal charges through and including July 31, 2025, for the purpose of tracking criminal recidivism for Story County Alternatives participants
 - c. Update the recidivism outcomes report and provide the updated report to Story County. The report shall include:
 - i. Description of how criminal charge data is obtained from Iowa Court records and how participants are matched to criminal charges
 - ii. Aggregated recidivism analysis of all participants, regardless of completion
 - iii. Aggregated recidivism analysis of participants delineated by those who

- completed the program and those who did not complete the program
- iv. Analysis of criminal charges for participants including the charge class (i.e. misdemeanor), type of the offense (i.e. drug charge), and average time to commit a new offense following completion of the Alternatives program

ii. Story County agrees to:

- a. Provide an updated participant file to DOM-DPI that includes, whenever available, participants' first name, last name, and date of birth, program start/end dates, and program completion status.
- b. Pay DOM-DPI a flat fee of Five Thousand Dollars (\$5,000.00) for staff costs for data analysis and report creation upon the delivery of the updated COAP recidivism outcomes report to Story County.

iii. It is mutually understood and agreed that:

- a. **Duration.** The term of Agreement shall be August 1, 2025 to August 31, 2025 unless terminated earlier in accordance with the Termination clauses of this Agreement.
- b. **Termination upon Notice.** This Agreement may be terminated by either party with 30 days written notice. Following termination upon notice, DOM-DPI shall be entitled to compensation, upon submission of proper proof of claim, for services completed under this Agreement up to and including the date of termination.
- c. **Termination Due to Lack of Funds or Change in Law.** Either party shall have the right to terminate this Agreement without penalty by giving ten (10) days' written notice to the other party as a result of any of the following: (1) Adequate funds are not appropriated or granted to allow either party to operate as required and to fulfill its obligation under this Agreement; (2) Funds are de-appropriated or not allocated or if funds needed by either party are insufficient for any reason.
- d. The amount of the Agreement may be modified by mutual written agreement.

IN WITNESS WHEREOF, the parties have signed their names effective the day and year indicated:

Iowa Department of Management -- Division of Data, Planning, and Improvement

By:


Kraig Paulsen, Director

Date:

8-21-25

Story County Alternatives Program

By:


Lisa Heddens, Chair, Story County Board of Supervisors

Date:

9-2-25

**STORY COUNTY SHERIFF
SERVICE AGREEMENT
25-09**

The following agreement is intended to be the sole and only agreement between the parties and supersedes all other agreements. All terms and conditions are in their customary usage and any additional definitions of terms or conditions are stated in this agreement.

Definitions:

The Agreement is this five-page agreement identified by the numerical designation and any and all attachments reference.

Story County Sheriff, hereinafter (the "Service Provider") agrees to provide the services as listed in this agreement.

The Gilbert Community School District, hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

The Parties, refers to the "Service Provider" and the "Contractor".

Additional Terms, if none then state "none":

None _____

Terms

Service Provider:
Story County Sheriff's Office
1315 South B Avenue
Nevada, IA 50201
515-382-7457

Contractor Address:
Gilbert Community School District
103 Mathews Drive
Gilbert, IA 50105
515-232-3740

I Description of Services

The Service Provider shall provide the services of law enforcement during the times and days specified at the location(s) indicated. These services include, but are not limited to, armed deputies in marked patrol vehicles and dispatch services including 911 emergency. Specific instructions for services shall be included in division II for "Additional Services". This agreement should be considered as in addition to the law enforcement responsibilities of the Story County Sheriff for geographic area of Story County. However, this agreement shall not supplant or subordinate the law enforcement and public safety duties and responsibilities of the Story County Sheriff's Office and this agreement shall at all times remain subordinate to the duties, responsibilities and discretion of the Sheriff, his deputies, agents and employees under all circumstances.

II Additional Services

List the specific additional services requested by the Contractor. Include any specific instructions to the Service Provider from the Contractor which are to be made a part of this agreement. (Refer to attachments here and staple attachments to back.)

- 1. 1 Full-Time Deputy present at high school football games

III Times and location(s)

The Contractor requires the services of the Service Provider at the following location: (For more than one location list in section C and make attachments as necessary.)

Location: **Gilbert Football Stadium**
Address: **312 Gretten St**
City/rural: **Gilbert, IA 50105**
Time: **1800 – 2130hrs**

- A. If the services is to continue for an indefinite period complete this section only.

State date of service: _____ Day _____ Month _____ Year

- B. If the service is to be for a single date complete this section only.

Date of service: _____ Day _____ Month _____ Year

- C. If the service is for more than one date or is to continue on different dates at different locations use the chart below.

Start date of service: _____ Day _____ Month _____ Year
29th Aug 2025
12th Sept 2025
3rd Oct 2025
24th Oct 2025
31st Oct 2025

Chart

Days	Times
Monday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Tuesday _____	_____ a.m. to _____ a.m. and _____ p.m. to _____ a.m.
Wednesday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Thursday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Friday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Saturday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Sunday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.

Additional Locations:

Address:
City/rural:

(If necessary attach additional descriptions)

IV Duration of Agreement

This agreement shall be in effect for the period(s) stated in section III. For continuing agreements it shall remain in effect until terminated in accordance with the section VII of this agreement.

V Fees

The Contractor agrees to pay:

Eighty dollars (\$80.00) per hour for a minimum of two (2) hours for the Story County Sheriff, and each Story County Deputy Sheriff, Senior Reserve Deputy, Dispatcher, Detention Officer, Diver (dive team members are required to work in a team of four) and civilian employees.

Forty dollars (\$40.00) per hours for a minimum of two (2) hours/for each Story County Sheriff's Reserve (Reserves are required to work in pairs unless authorized by the Sheriff or designee).

VI Payment

Contractor agrees to pay for ___ one time/or multiple event in advance; or pay on a XX as invoiced by the Story County Sheriff. (Check which payment)

VII Changes or Termination during the Agreement

The parties recognize that the business of law enforcement and private interest may change. The Contractor understands that public protection or economic demands may require the Service Provider to focus resources in other areas. The Service Provider recognizes that private business may develop other needs or demands. This understanding is to ensure both parties have the ability to amend or terminate the agreement before the expiration date. The parties may amend the agreement only in writing signed by both the Contractor and the Service Provider. Termination of the agreement shall be written notice. An agreement for single or multiple events where payment has been made in advance requires ___ days notice for a full refund. All other agreements require thirty (30) days notice. During the thirty day period the parties agree to perform their respective obligations unless otherwise agreed in writing. The foregoing requirements for amendment or termination shall not apply when, in the sole discretion of the Sheriff, his deputies, agents and employees; the duties and responsibilities of the Sheriff's Office to protect and promote public safety and law enforcement require that the resources and personnel for the Sheriff's Office be redirected away from Contractor's event or venue to respond to emergency or urgent calls for assistance by any person or entity other than the Contractor. In the event that personnel or resources of the Sheriff's Office are redirected to respond to an emergency or urgent call away from Contractor's venue, or if circumstances require additional resources/personnel to maintain order and safety at the venue covered by this agreement, the parties will later endeavor to negotiate a fair and reasonable accommodation which may include but is not necessarily limited to refund of any prepaid services not delivered by the Service Provider, or additional payment from the contractor.

VIII Confidentiality

It is necessary that the Contractor understand when contracting with a public entity that The contract is public information and will be produced when requested as required by

law. The Contractor should be mindful of the public's right to know.

IX Liability

The Parties shall maintain insurance during this agreement. Each party will be Responsible for their respective acts. The Service Provider, its employees or Agents shall not be responsible for any special, incidental or consequential Damages to the Contractor while acting in performance of this agreement.

X Acts of God and Acts of Others

The Service Provider is not responsible in the event of a natural disasters, or acts of civil unrest, or acts of Contractors employees, agents or third persons which prevent Service Provider from performing as expected or originally intended under this agreement.

XI Hazards

Contractor shall have a duty to inform the Service Provider of any known hazards, either natural or manmade, which may pose a danger to an employee or agent of the Service Provider, that exist upon or appurtenant to any property owned or leased by the Contractor. This shall be a continuing duty for the Contractor.

XII Inconsistent Terms

The Contractor by this agreement has attempted to reduce the chance for misunderstanding by the inclusion of all terms. The Contractor and the Service Provider agree to resolve any dispute in a manner using common English usage of the term(s) in dispute.

XIII Representative

The Contractor designates **Vic Vanderpool** as their representative and contact for this agreement with the following address and phone numbers listed below. The Service Provider requires twenty-four (24 hr(s) contact information from the Contractor and agrees to supply the same twenty-four (24 hr(s) contact to the Contractor.

Service Provider Representative

Contractor Representative

Lt. Gary Backous
515-382-7457

Vic Vanderpool
515-232-3740

Address:

Story County Sheriff
1315 South B Avenue
Nevada, IA 50201
515-382-7457
gbackous@storvcountviowa.gov

Gilbert Community School District
103 Mathew Drive
Gilbert, IA 50105
515-851-8584
roncaj@gilbertcsd.org

Billing Address:

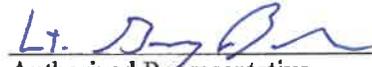
Contact Person: Same as above.
Contractor Billing Address: Same as above

Make payment payable to: **Story County Treasurer**

Mail Payments to: **Story County Sheriff's Office
1315 South B Avenue
Nevada, IA 50201**

Service Agreement Signatures

Service Provider


Authorized Representative

Lieutenant, Support Services
Title

8/26/2025
Date

Contractor Vil Vanderpool

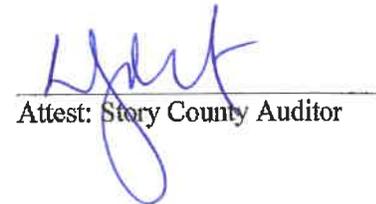

Authorized Representative

Executive Director
Title

8/26/2025
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 9/2/2025


Board of Supervisors


Attest: Story County Auditor

(Staple attachments to back)

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: 14-29-400-400
PROJECT No: L-U28S--73-85
ROAD No: (580th ST.)

THIS AGREEMENT made and entered into this 26th day of August, A.D. 2025 by and between

NELSON, KENNETH L TRUST 1/2, AND NELSON, RICHARD L REVOCABLE TRUST 1/2

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.):

The West 17.00 feet of the East 50.00 feet of the North 100.00 feet of the South 853.36 feet of the SE¼, SE¼ in Section 29, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa. Easement contains 0.12 acres of which 0.08 acres is existing R.O.W.

County of Story, State of Iowa, and more particularly described on Page 3 and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page -, 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>1,140.34</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>1,140.34</u>	TOTAL LUMP SUM

BREAKDOWN:		ac.=acres	sq.ft.=square feet		
Land by Fee Title			ac./sq.ft.	\$	Buildings & Improvements
Underlying Fee Title			ac./sq.ft.	\$	Fence <u>8.5</u> rods woven
Permanent Easement	<u>0.04</u>		ac./sq.ft.	\$ <u>332.84</u>	Fence _____ rods barb
Temporary Easement			ac./sq.ft.	\$	
Damages for:	<u>2 Corner post sets @ \$332.00</u>				\$
	<u>Future Abstract Entry in the amount of \$25.00</u>				

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 Kenneth L. Nelson
X Richard Nelson

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 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 26th day of August, 2025, before me, the undersigned, personally appeared Kenneth L. Nelson and Richard Nelson

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 8-27-25

Recommended by: Darren Moon P.E., Story County Engineer

(Date)

Chris K. Hedeker 9-2-25

Approved by: Chairperson, Story County Board of Supervisors

(Date)

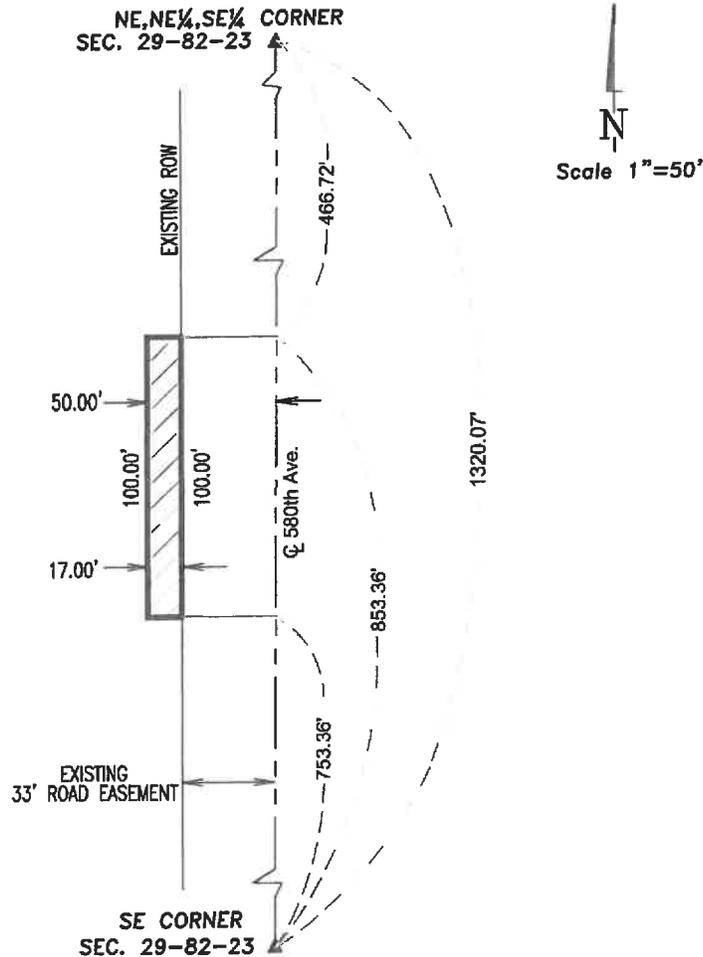
"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. L-U285--73-85 PARCEL NO. 14-29-400-400
SECTION 29, TOWNSHIP 82N, RANGE 23W, OF THE 5TH P.M., STORY COUNTY, IOWA.
ACQUIRED FROM Nelson, Kenneth L Trust 1/2 And Nelson, Richard L Revocable Trust 1/2

EXISTING R.O.W. 0.08 ACRES NEW R.O.W. 0.04 ACRES TOTAL R.O.W. 0.12 ACRES

The West 17.00 feet of the East 50.00 feet of the North 100.00 feet of the South 853.36' feet in the SE $\frac{1}{4}$, SE $\frac{1}{4}$ of Section 29, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa. Easement contains 0.12 acres of which 0.08 acres is existing R.O.W.



MEMO

To: Joy Cory
From: Jennifer DeVries, Property Tax Supervisor
Subject: Tax Suspension Recipients
Date: August 27, 2025

The following is a list of tax suspension recipients who must be verified for continued eligibility by the Board of Supervisors:

Virginia Golly
302 E Garfield ST
Zearing, IA 50278
0421240270

APPROVED

DENIED

Board Member Initials: JKH

Meeting Date: 9-2-25

Follow-up Actions: _____

Closure No. 26-09

Date August 25, 2025

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the Road Closure(s) for the purpose of Bridge Repair

Section 28/33 Washington Twsp Road & Bridge Closure on 270th Ave between 520th Ave and 530th Ave



Chair, Board of Supervisors

Attest: 

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 THE BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON

Above tabulation made by 

STORY COUNTY UTILITY PERMIT

Date 8/26/2025

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa, authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route 667th, from SW R.O.W to NW R.O.W, a distance of 0.0193806818 miles.

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

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

Directional bore of 1" PVC service crossing from SW R.O.W to NW R.O.W, crossing under 667th Ave a minimum of 5' deep T83 R22 in section 11 to provide water for a new customer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date 8/26/2025

Iowa Regional Utilities Association

Name of Company (Applicant - Permittee)

Kimberlin R. Annis 641-792-7011
by Kimberlin R. Annis Phone no.
ROW/Easement Admin

Recommended for Approval:

Date 8-27-25

[Signature] 515-382-7355
County Engineer Phone no.

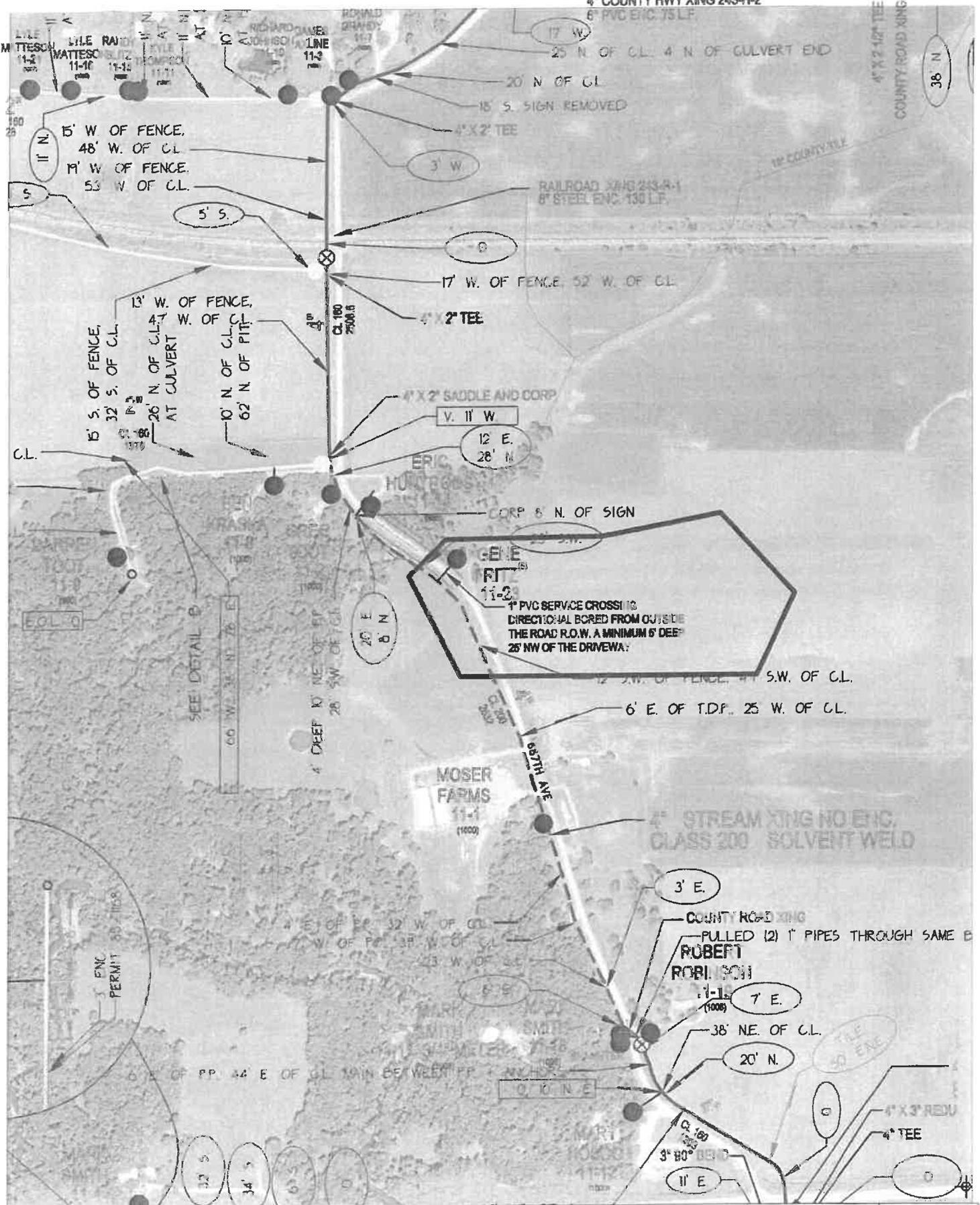
Approved:

Date 9-2-25

[Signature]
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.

4" COUNTY HWY XING 243-H-2
6" PVC ENC. 75 LF.



SHEET
245
PARTIAL

REVISED BY
CLG
00/00/0000

DRAWN BY
DJK
05/20/2024

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

STORY COUNTY

1" = 500'

N

1351 Iowa Speedway Dr
Newton, IA 50208
641-792-7011



We Flow That Extra Mile!
www.irua.net
Ph: 800-400-6066

August 26, 2025

Darren Moon
Story County Engineer
837 N Avenue
Nevada, Iowa 50201

RE: Permit Request – One (1) Right-of-Way Occupancy

Mr. Moon:

Enclosed, please find a Story Right-of-Way Occupancy Permit Application for Installation of a 1" PVC water service line connecting to a 4" water main on the SW side of 667th Ave, in Section Eleven (11), T83 R22, in Story County, to provide water service to a new customer.

Enclosed is the permit application and a map of this location.

If you require further information concerning this permit application, please do not hesitate to contact me.

Thank you.

Sincerely,
IOWA REGIONAL UTILITIES ASSOCIATION

Kimberlin R. Annis
Right-of-Way, Easement & Iowa One Call Admin

1-09

Permit Number 210-8524

STORY COUNTY UTILITY PERMIT

Date 8-27-25

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa, authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route 200th St, from North of the N.R.O.W. to S.R.O.W., a distance of 0.015806818 miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows: Directional bore of 1" PVC service crossing from outside of the North R.O.W to South R.O.W., crossing under 200th St at a minimum of 5' deep T84 R23 in section 29 to provide water to a new customer.
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

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

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

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

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

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

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

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

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

Date 8/27/2025

Iowa Regional Utilities Association

Name of Company (Applicant - Permittee)

Kimberl K. Annis 641-792-7011

by Kimberlin R. Annis Phone no.

ROW/Easement Admin

Recommended for Approval:

Date 8-27-25

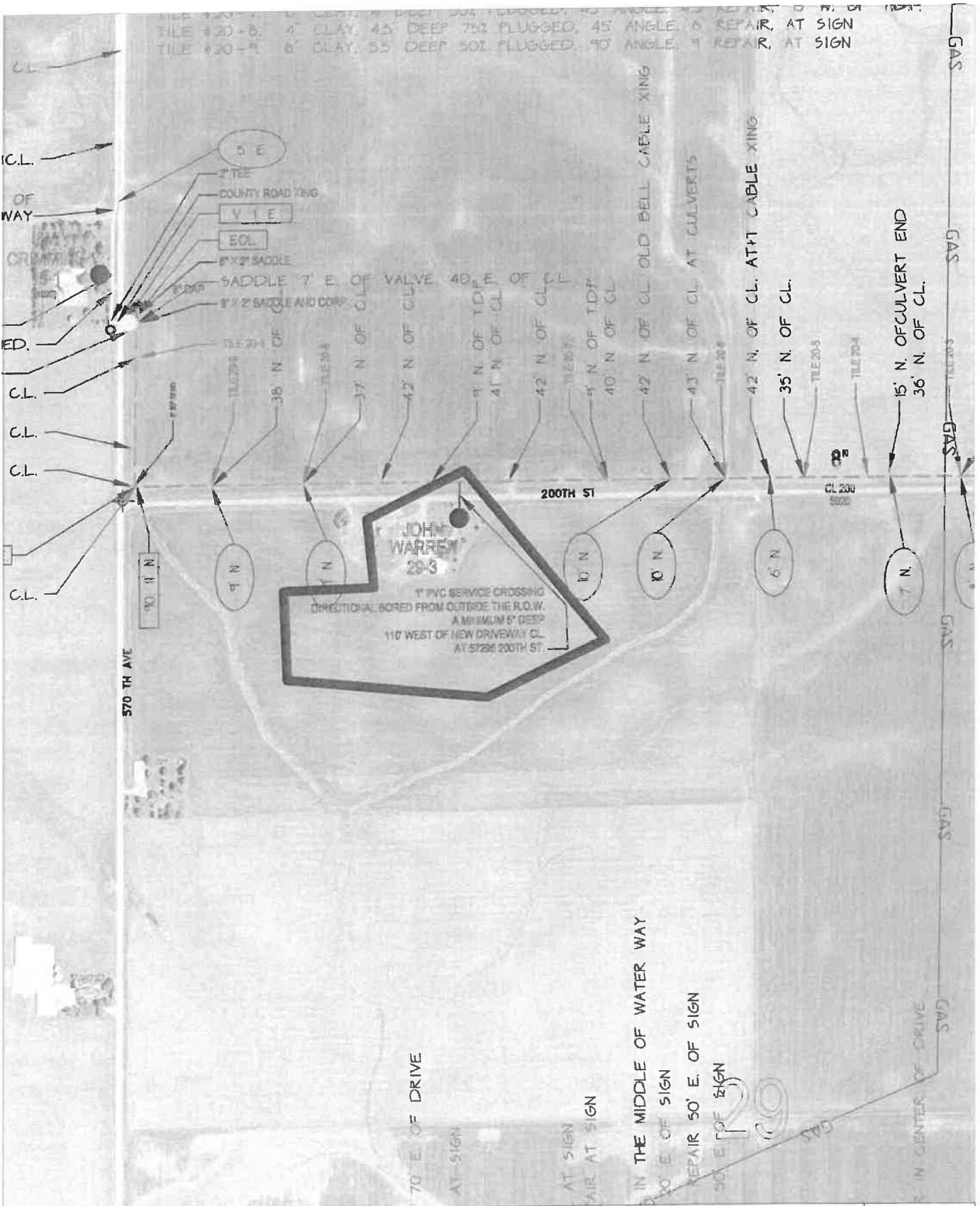
Tyler Sparks 515-382-7355
Asst. County Engineer Phone no.

Approved:

Date 9-2-25

Chris K. Hadden
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.



TILE #20-8, 4" CLAY, 45" DEEP 75% PLUGGED, 45" ANGLE, 6 REPAIR, AT SIGN
 TILE #20-9, 6" CLAY, 55" DEEP 50% PLUGGED, 90" ANGLE, 9 REPAIR, AT SIGN

JOHN WARREN 28-3
 1" PVC SERVICE CROSSING
 DIRECTIONAL BORED FROM OUTSIDE THE R.O.W.
 A MINIMUM 6" DEEP
 110' WEST OF NEW DRIVEWAY CL
 AT 5129 200TH ST.

IN THE MIDDLE OF WATER WAY
 50' E. OF SIGN
 REPAIR 50' E. OF SIGN
 50' E. OF SIGN

SHEET 201 PARTIAL

DRAWN BY CMK 6/28/2023

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

STORY COUNTY

1" = 800'
 ↑ N