

The Board of Supervisors met on 8/16/22 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Linda Murken, and Lisa Heddens, with Faisal presiding. (all audio of meetings available at storycountyiowa.gov).

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

MINUTES: 8/9/22 Minutes – Heddens moved, Murken seconded approval of 8/9/22 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 8/17/22, in a) Sheriff's Office for Jackson Thompson @ \$2,160.48/bw; 2) pay adjustment (correction), effective 8/8/22, in a) Secondary Roads for Shawn Birdsall @ \$24.02/hr; effective 8/14/22 for Steve Flickinger @ \$27.33/hr; Roger Holland @ \$34.03/hr; 3) promotion, effective 8/14/22, in a) Attorney's Office for Evan Bracewell @ \$12.00/hr; Josiah Schuelka @ \$12.00/hr. Murken moved, Heddens seconded approval of Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 8/18/22 Claims of \$1,123,989.47 (run date 8/12/22, 37 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$5,860.90), BooSt School Ready (\$13,505.80), BooSt Early Childhood (\$1,604.14), Emergency Management (\$4,991.45), E911 (\$9,501.71), County Assessor (\$1,100.28), City Assessor (\$6,967.56), and Central Iowa Community Services (\$328,656.02). Heddens moved, Murken seconded approving claims as presented. Roll call vote. (MCU)

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

1. Amendment #2 of Provider Agreement, dated 7/14/21, between Story County and Shelby Gibson
2. License Fees between Story County and CDW-G for software and maintenance, effective 11/9/22-11/8/23, for \$25,052.20
3. Final Design Plans for RCB Culvert New-Twin Box on 730th Avenue over a small stream in the Southwest Quarter of Section 24-84-21 (Sherman Township) (FM-CO85(174) -- 55-85)
4. Rapid Deployment Vehicle (RDV) Purchase for the Story County Sheriff's Office from the Armored Group for \$148,545.00
5. Contract using American Rescue Plan Act (ARPA) funding between Story County and Good Neighbor Emergency Assistance, Inc. for the Navigator position for up to \$104,857.00 with a performance period of 1/25/22–12/31/26
6. Agreement between Schabel Solutions Inc., Des Moines, Iowa, and Story County for Diversity, Equity, and Inclusion (DEI) Training on 9/7/22 for \$4,500.00 plus expenses not to exceed \$250.00
7. Road Closure Resolutions: #23-07, #23-08, #23-09
8. Utility Permit: #23-6503

Roll call vote. (MCU)

RESOLUTION #23-12 AUTHORIZING THE PLACEMENT OF STOP SIGN AT THE INTERSECTION OF 290TH STREET AND 530TH AVENUE: Darren Moon, Engineer, reported on a traffic study, and increasing traffic and accidents due to a detour. Temporary stop signs are in place; he recommended permanent stop signs for east-west traffic. Discussion took place. Murken moved, Heddens seconded the approval of Resolution #23-12 Authorizing the Placement of Stop Sign at the Intersection of 290th Street and 530th Avenue. Roll call vote. (MCU)

RESOLUTION #22-97, C & S CAIRNS SUBDIVISION PLAT 2: Marcus Amman, County Planner, reported on current and proposed land use, surrounding land use, staff review, and applicable regulations. No comments were received from the general public, no cities are within two miles. All requirements have been met and no development is proposed at this time. He recommends approval. John Griffith, Cambridge, reported he received notice on 8/12/22 and was concerned about time given to respond. He reported on his livestock operation just north of the proposed subdivision. Amman reported on the notification process and stated there is no rezoning taking place. The subdivision is an agricultural plat and is for agricultural purposes. Discussion took place. Heddens moved, Murken seconded the approval of Resolution #22-97, the Residential Parcel Subdivision Plat – C & S Subdivision Plat 2 as submitted. Roll call vote. (MCU)

PURCHASING A 2022 RAM 3500 CAB AND CHASSIS WITH FLATBED FOR \$58,592.00: Murken moved, Heddens seconded the approval of the purchase a 2022 Ram 3500 Cab and Chassis with Flatbed for \$58,592.00, replacing a 2004 truck sold at auction in 2021, for Integrated Roadside Vegetative Management (IRVM). Roll call vote. (MCU)

PUBLIC COMMENT #2: County Auditor Lucy Martin reported today is national Help America Vote Day; information is posted on the County's social media sites, including an online application for potential poll workers.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All Board members listed multiple upcoming meetings and commitments.

Heddens moved, Murken seconded to adjourn at 10:21 a.m. Roll call vote. (MCU)

Story County Board of Supervisors Meeting Agenda
Administration Building
900 6th St., Nevada, IA
8/16/22

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

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

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

Visit [HTTPS://WWW.ZOOM.US/](https://www.zoom.us/)

Click on "Join A Meeting" and use the Zoom Meeting ID 981 7092 0243 and Password 446094

To join the meeting by telephone:

Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS for more information on how to participate in meetings of the Story County Board of Supervisors.

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. 8/9/22 Minutes

Department Submitting	Auditor
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8. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

- 1) new hire, effective 8/17/22, in a) Sheriff's Office for Jackson Thompson @ \$2,160.48/bw;
 - 2) pay adjustment (correction), effective 8/8/22, in a) Secondary Roads for Shawn Birdsall @ \$24.02/hr; effective 8/14/22 for Steve Flickinger @ \$27.33/hr; Roger Holland @ \$34.03/hr; 3) promotion, effective 8/14/22, in a) Attorney's Office for Evan Bracewell @ \$12.00/hr; Josiah Schuelka @ \$12.00/hr.

Department Submitting	HR
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9. CONSIDERATION OF CLAIMS:

- I. 8/18/22 Claims

Department Auditor
Submitting

Documents:

081822 CLAIMS.PDF

10. CONSENT AGENDA:

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

I. Consideration Of Amendment No. 2 Of Provider Agreement Between Story County And Shelby Gibson

Department Story County Attorney
Submitting

Documents:

PROVIDER AGREEMENT.PDF

II. Consideration Of License Fees Between Story County And CDW-G For Software And Maintenance, Effective 11/9/22 - 11/8/23 For \$25,052.20

Department Information Technology
Submitting

Documents:

MIMECAST.PDF

III. Consideration Of Final Design Plans For RCB Culvert New-Twin Box On 730th Ave, Over Small Stream In The SW1/4 Of Section 24-84-21 (FM-CO85(174)--55-85)

Department Engineer
Submitting

Documents:

FM RBC CULVERT 730TH.PDF

IV. Consideration Of Rapid Deployment Vehicle (RDV) Purchase For The Story County Sheriff's Office From The Armored Group For \$148,545.00 (Budgeted)

Department Sheriff
Submitting

Documents:

RDV.PDF

V. Consideration Of Contract Using American Rescue Plan Act (ARPA) Funding Between Story County And Good Neighbor Emergency Assistance, Inc. For The Navigator Position For Up To \$104,857 With A Performance Period Of 1/25/22 – 12/31/26

Department Board of Supervisors
Submitting

Documents:

12CONTRACT.PDF

VI. Consideration Of Agreement Between Schabel Solutions Inc. And Story County For September 7, 2022 DEI Training For \$4,500 Plus Expenses Not To Exceed \$250

Department Human Resources
Submitting

Documents:

SCHABEL SOLUTIONS.PDF

VII. Consideration Of Road Closure Resolution(S): #23-07, 23-08, 23-09

Department Engineer
Submitting

Documents:

RC 23 07.PDF
RC 23 08.PDF
RC 23 09.PDF

VIII. Consideration Of Utility Permit(S): #23-6503

Department Engineer
Submitting

Documents:

UT 23 6503.PDF

11. PUBLIC HEARING ITEMS:

12. ADDITIONAL ITEMS:

I. Consideration Of Resolution #23-12 Authorizing The Placement Of Stop Sign At The Intersection Of 290th Street And 530th Avenue - Darren Moon

Department Engineer
Submitting

Documents:

RES 23 12.PDF

II. Discussion And Consideration Of Resolution #22-97, C & S Cairns Subdivision Plat 2 - Marcus Amman

Department Planning and Development
Submitting

Documents:

RESOLUTION.PDF
STAFF REPORT.PDF
PLAT.PDF
STREAM EASEMENT.PDF
TITLE OPINION.PDF
CONSENT AND DEDICATION.PDF

III. Discussion And Consideration Of Purchasing A 2022 Ram 3500 Cab And Chassis With Flatbed For \$58,592.00 (FY23) - Joe Kooiker

Department Conservation
Submitting

Documents:

IRVM TRUCK PURCHASE.PDF

13. DEPARTMENTAL REPORTS:

14. OTHER REPORTS:

15. UPCOMING AGENDA ITEMS:

16. PUBLIC COMMENT #2:

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

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

18. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

8/16/22

NAME

ADDRESS

John Griffith

215 N. Vine St. Cambridge
Iowa 50046

Michele Gute

Sandra King

Way MARTIN

112 Porch light Dr Huxley

BOB

AUDITOR

AMENDMENT NO. 2
To
Story County Provider Agreement
Dated July 14, 2021

1. This amendment is entered into this 16th day of August, 2022 by and between Story County, an Iowa Municipal Corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, IA 50201, telephone 515-382-7200 (County) and Shelby Gibson (Provider), original parties to the agreement dated July 14, 2021.

2. In consideration of the mutual covenants herein made, the agreement is amended as follows: paragraph 2 EXPENSES & COMPENSATION is removed and replaced in its entirety with the following:

EXPENSES & COMPENSATION. Provider may charge a maximum hourly fee of \$40.00 not to exceed \$80,000 per annum for professional services necessary under the terms of this Agreement. It is expected that the Provider shall dedicate 40 hours per week over a 12-month period. Provider understands some weeks may require more than 40 hours and some may require less, but it is expected that the Provider will provide services for a 12-month period. Provider may bill County for travel expenses at the rate of not more than 58.5 cents per mile not to exceed \$3060, which shall be limited to actual mileage included to perform necessary tasks required to reach the County's objective under this Agreement. All invoices must be itemized and specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Provider agrees that the above per annum compensation and mileage expense shall be Provider's sole compensation for professional services and work performed because of this agreement.

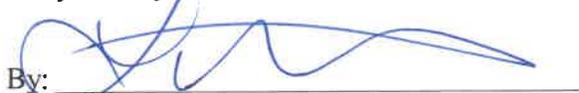
Provider understands that the County reserves the right to request additional specific information in assessing the accuracy of claim information.

3. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment. If there is conflict between this amendment and the agreement, the terms of this amendment will prevail.

Story County Provider Agreement Amendment No. 2

This Agreement Amendment has been executed by the parties hereto, through their duly authorized officials or individual representatives.

Story County:

By: 

Print Name: Lutfah Taisal

Print Title: Story County Board of Supervisors

Date: 8/16/22

Shelby Gibson:

By: 

Print Name: Shelby Gibson

Print Title: Alternatives Care Coordinator

Date: August 5, 2022



Neal Zolt

(866) 843-0749

nealzol@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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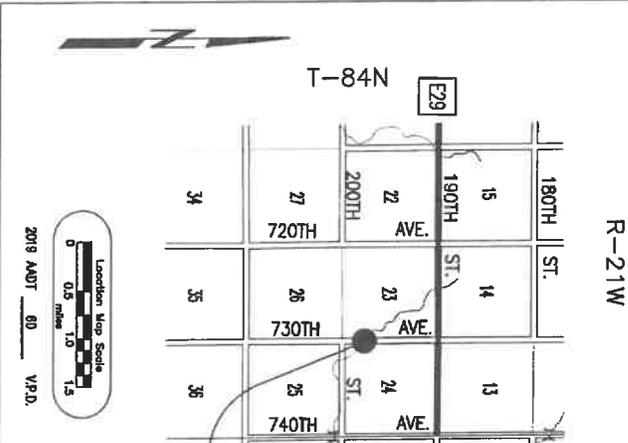
STORY COUNTY

RCB CULVERT NEW-TWIN BOX Proj. No. FM-C085(174)--55-85

Letting Date **Dec. 20, 2022**

PRODUCT TRAFFIC CONTROL PLAN
THIS ROAD WILL BE CLOSED TO THROUGH TRAFFIC DURING CONSTRUCTION. LOCAL TRAFFIC TO ADJACENT PROPERTIES WILL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 1107.02 OF THE CURRENT STANDARD SPECIFICATIONS. ALL TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONSTRUCTION TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE IOWA DEPARTMENT OF TRANSPORTATION FOR REVIEW AND APPROVAL. ALL TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONSTRUCTION TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE IOWA DEPARTMENT OF TRANSPORTATION FOR REVIEW AND APPROVAL.

UTILITIES INFORMATION
UTILITY COMPANIES WHOSE FACILITIES ARE SHOWN ON THESE PLANS OR SHOWN TO BE WITHIN THE CONSTRUCTION LIMITS SHALL BE NOTIFIED BY THE CONTRACTOR OF THE CONSTRUCTION STARTING DATE AND DISSEMINATE WORK IN THE AREA.
IOWA REGIONAL UTILITIES ASSOC.: 641-792-7011
COLD TELEPHONE CO.: 641-377-2202



PROJECT LOCATION
STA. 7+40.35, ON 730TH AVE., OVER SMALL STREAM IN THE SW¼ OF SECTION 24-84-21.

DESIGN FOR:
TWIN 8'x7'x36' PRE-CAST CONCRETE BOX CULVERT ON 0° SKEW

IOWA
DEPARTMENT OF TRANSPORTATION
Highway Division
PLANS OF PROPOSED IMPROVEMENT ON THE
FARM-TO-MARKET ROAD SYSTEM
STORY COUNTY
RCB CULVERT NEW
-TWIN BOX
On 730th Ave., over small stream in the SW¼ of Section 24-84-21.
Refer to Proposal Form for a list of applicable specifications.
Scale: As Noted

INDEX OF SHEETS

No.	Description
A.01	TITLE SHEET
B.01	TYPICAL SECTIONS SHEET
B.02	CULVERT DETAILS SHEET
C.01	QUANTITY INFORMATION SHEET
C.02	GENERAL NOTES
C.03	TERRAINING SHEET
D.01	PLAN AND PROFILE SHEET
W.01 to W.03	CROSS SECTIONS

MILEAGE SUMMARY

Div.	Location	Ln. Ft.	Miles
1	STA. 6+75.00 TO STA. 8+25.00	150.00	0.28
Total		150.00	0.28

STANDARD ROAD PLANS

Number	Date	Title
DR-101	04-18-17	PIPE CULVERT (BEDDING AND BACKFILL)
DR-102	04-21-15	PIPE CULVERT (COVER AND CHAMBER)
DR-103	04-21-15	PIPE CULVERT (INSTALLATION DETAILS)
DR-104	04-18-18	DEPTH OF COVER TABLES FOR CONCRETE AND CORRUGATED PIPE
DR-202	10-20-15	SUBDRAIN STANDARD (FARM TILE REPLACEMENT)
DR-305	04-18-22	SUBDRAIN OUTLETS (STANDARD SUBDRAIN, PRESSURE RELEASE AND SPECIAL)
EC-301	10-18-22	FOOT EROSION CONTROL (REC)
EM-101	10-17-17	EMBANKMENT AND REBULGING EMBANKMENTS
EM-102	10-20-15	ALLOWABLE PLACEMENT OF UNSATURABLE SOIL IN EMBANKMENTS
TO-202	04-21-20	ROUTES CLOSED TO TRAFFIC

CORPS OF ENGINEERS PERMIT
CONSTRUCT THIS PROJECT ACCORDING TO THE REQUIREMENTS OF I.A. ANY CORPS OF ENGINEERS PERMIT IS THE PROPERTY OF THE PERMITTEE AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT PRIOR WRITTEN PERMISSION FROM THE PERMITTEE. THE PERMITTEE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED ON THESE PLANS.

SEND SHOP DRAWINGS TO:
STORY COUNTY ENGINEER
1414 1st Ave.
NEWADA, IOWA 50201

PROJECT LOCATION
STA. 7+40.35, ON 730TH AVE., OVER SMALL STREAM IN THE SW¼ OF SECTION 24-84-21.

DESIGN FOR:
TWIN 8'x7'x36' PRE-CAST CONCRETE BOX CULVERT ON 0° SKEW

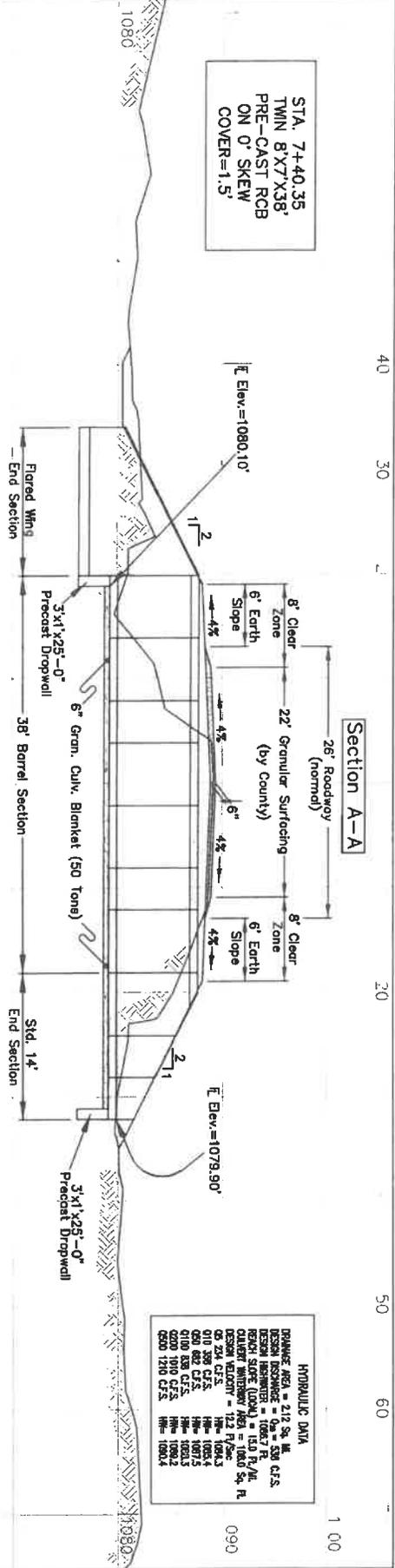
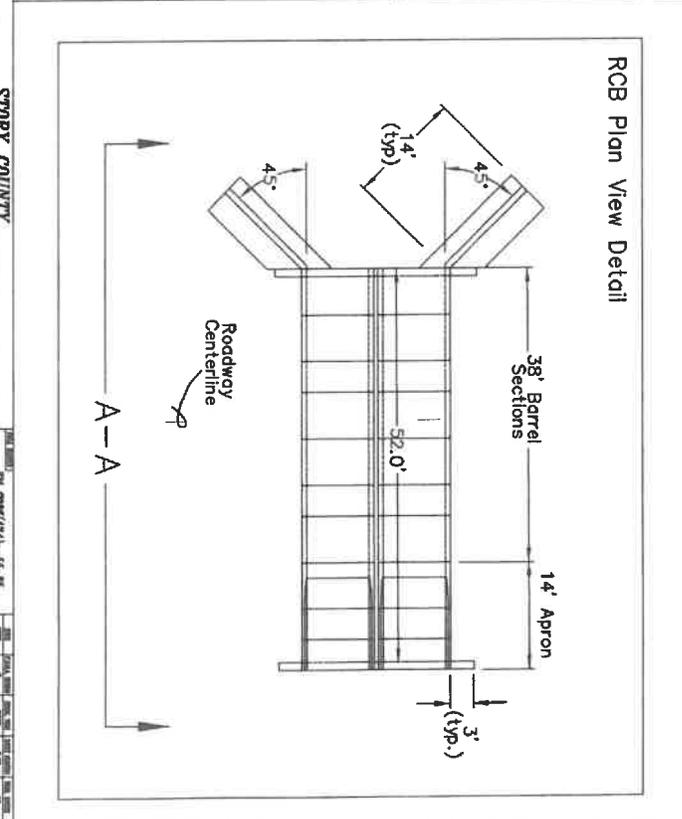
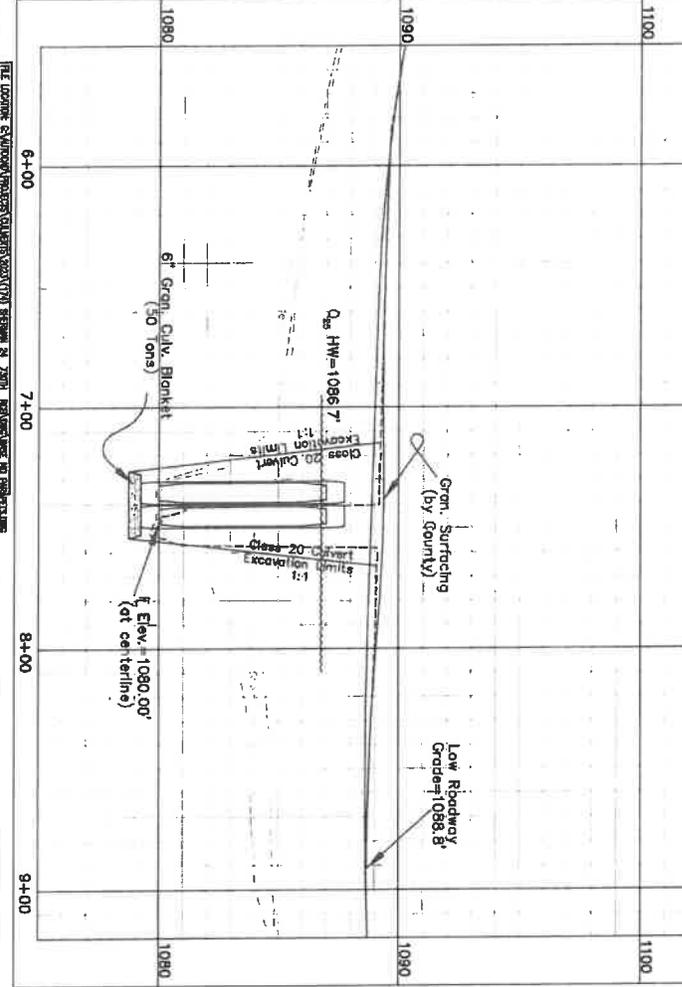
STORY COUNTY ENGINEER
Approved by: *[Signature]* 8-10-22
Date: 8-10-22

STORY COUNTY BOARD OF SUPERVISORS
Approved by: *[Signature]*
Date: 8-9-22

Project Number: FM-C085(174)--55-85
Sheet No.: A 01

CULVERT DETAILS SHEET

PROJ No. FM-C085(174)--55-85



ESTIMATED PROJECT QUANTITIES OF QUANTITIES
(1 DIVISION PROJECT)

ITEM	ITEM CODE	ITEM	UNIT	TOTAL
1	2101-0850001	CLEARING AND GRUBBING	ACRE	0.4
2	2102-2710070	EXCAVATION, CL 10, ROADWAY AND BORROW	CY	288.2
3	2104-2710020	EXCAVATION, CL 10, CHANNEL	CY	45.0
4	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	86.8
5	2110-3825010	GRANULAR MATERIAL	TON	50.0
6	2401-6745825	REMOVAL OF EXISTING BRIDGE	LS	1.0
7	2402-2720000	EXCAVATION, CLASS 20	CY	183.0
8	2415-2110807	PRECAST CONCRETE BOX CULVERT, 8 FT. X 7 FT.	LF	76.0
9	2415-2200807	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 8 FT. X 7 FT.	EACH	2.0
10	2415-2300000	PRECAST CONCRETE BOX FLARED APRON	EACH	1.0
11	2502-8215824	SUBDRAIN, TILE, 24 IN. DIA.	LF	10.0
12	2502-8221305	SUBDRAIN OUTLET, DR-305	EACH	1.0
13	2507-3250005	ENGINEERING FABRIC	SY	133.8
14	2507-6800061	REVEMENT, CLASS E	TON	71.9
15	2528-2518000	SAFETY CLOSURE	EACH	4.0
16	2528-8445110	TRAFFIC CONTROL	LS	1.0
17	2533-4880005	MOBILIZATION	LS	1.0
18	2599-9999003	REVEMENT, REMOVE STOCKPILE AND DISPOSE	CY	8.6

GENERAL NOTES

Story County to stake culvert control and right-of-way, perform seeding and mulching; furnish and place erosion control measures and granular surfacing.

ESTIMATE REFERENCE INFORMATION (CONT.)

ITEM NO.	DESCRIPTION
1.	Entire project to be cleared and grubbed from BOP to EOP and from ROW line to ROW line.
2.	Plan quantity is based on approximately 150.5 CY of fill (30% shrink factor) and 227.7 CY of cut. Contractor to waste approx. 77 CY on slopes to achieve dirt balance. No payment for overfill will be made. Type A compaction required. Slopes to be finished smooth to allow for seeding. See Cross Section sheets for station-by-station dirt quantities.
3.	Item for excavating a 25'x10'x2' rock splash basin at the outlet and matching the inlet channel. Quantity includes 20.0 cy for the outlet splash basin and approx. 25.0 cy for channel matching. Suitable excavated material may be drained and washed on roadway foreslopes with the approval from the Engineer.
4.	Contractor shall meet requirements for topsoil conservation practices. Topsoil to be spread smooth to a minimum of 4" on all disturbed areas from catch points to edge of shoulder within project limits. Slopes to be finished smooth to allow for seeding. See tabulation on Sheet C.03 for quantity estimates and locations.
5.	Approximately 50.0 tons of 1" rock is required under the box for bedding.
6.	Materials from the old structure shall become the property of the Contractor according to article 1104.08 of the Standard Specifications, and removed from site. The existing structure is a 17'-x25' treated timber beam bridge with timber deck, piling, bowwalls and wings, on a 0° skew.
7.	Item for excavation for culvert placement. Suitable material may be used to backfill culvert and supplement Class 10 roadway quantity with approval from the Engineer.
8.-10.	Precast RC8 culvert shall be two single 8'x7' cells, side-by-side, with straight end sections on the outlet and 45' flared wing walls on the inlet. The culvert shall be supplied by the Contractor as per plan, which includes dropwalls. See tabulation on Sheet C.03 and installation notes on Sheet C.02 for details. This item includes (approximately 8.2 cy) concrete and all other materials, equipment, and labor necessary for the concrete fill between the two culvert berris.
11.-12.	Items for the relocation of existing tile. These are common design features and are sometimes encountered during construction. Existing tiles that are found during the preliminary survey are identified on these plans; however, occasionally, existing tiles may not be found during the survey and only discovered during construction activities. This bid item includes all beris, fittings, and adapters. DR-305 shall be corrugated metal pipe.
13.-14.	Items for constructing a rock splash basin at the culvert outlet, slope protection at inlet, and rock ditch sheets. See plan view on Sheet D.01, tabulation on Sheet C.03, and Standard Road Plan EC-301 for details. Item includes furnishing rework and all labor necessary for the construction of the splash basin. Excavation is paid for in Class 10 Channel Item.
15.	See tabulation on Sheet C.03 for stationing and quantities.
16.	See Standard Road Plan TC-252 for details.
18.	Item for the removal, stockpiling, and disposal of existing rework and broken concrete. Preliminary survey shows several pieces of broken concrete lying in the streambed and on stream banks. Quantity is an estimate only. Contractor shall be paid actual quantity by measuring the stockpile and computing its volume. Basis of Payment shall be in cubic yards as computed by measurements.

GENERAL NOTES

GENERAL NOTES:

Contractor to construct a twin 8'x7'x38" pre-cast concrete box culvert on a 0' skew, on 730th Ave. over an unimproved field drainage, and grade approach.

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

Contractor shall maintain access to individual properties during construction, and any associated work shall be considered incidental to this project.

Construction activities, equipment, and materials shall be kept out of the streams, wetlands, or other bodies of water to the maximum extent practicable.

CONTRACTOR'S WORK AREA:

The Contractor's work and material storage area shall be defined by the Contractor and noted to the Engineer. Any area outside the Contractor's work and material storage area that is disturbed by the Contractor shall be repaired to its original condition by the Contractor and no additional payment shall be made for this work.

UTILITY NOTES:

The Contractor shall call One Call at least 48 hours prior to beginning work. Utility companies found to be located within the construction area are listed on the title sheet of these plans. See Section 1107.15 of the local DOT Standard Specifications for Highway and Bridge Construction, Series 2015, regarding utility related responsibilities.

SHOP DRAWING NOTES:

Working drawings and calculations shall be furnished by the Contractor and certified by a licensed engineer in the State of Iowa, and shall be submitted to the Story County Engineer for review and approval. Refer to Section 1105.03 for additional information.

HAZARDOUS MATERIALS NOTES:

It is presumed that there is no asbestos at this site. However, should the occasion arise that asbestos is discovered during bridge demolition, then demolition shall cease and the the County will contract with a licensed asbestos contractor to remove any asbestos.

EMERALD ASH BORER NOTE:

Dispose of all wood material generated as a result of clearing and/or grubbing according to the Iowa Department of Agriculture and Land Stewardship's Emerald Ash Borer (EAB) Quarantine Order. For more information refer to http://www.iowadepartmentofagriculture.com/eshb_regulations.html.

INDIANA BAT HABITAT:

See Iowa DOT Specification 2101.01.

PRE-CAST CULVERT NOTES

INSTALLATION NOTES:

The "Type" culvert shall actually be two single 8'x7' pre-cast culverts placed side by side, 6" apart. The space between the culverts shall be filled with concrete to the top of the culverts, and the vertical faces at the end sections shall be formed for pouring. See detail on this sheet below. All costs including material and labor associated with filling the space between the culverts with concrete shall be incidental to the bid item Precast Concrete Box Culvert. The estimated concrete quantity is approximately 9.2 cy (with 6" space between culverts).

Precast concrete box culvert sections shall be laid with the groove end of each section up-grade, and the sections shall be tightly joined. Joint openings between sections should be as tight as practicable and limited to a maximum of 1/4 inch openings. The joint on the bottom of the culvert shall be sealed with a flexible water tight rope gasket. The rope gasket shall extend vertically 6 inch tops of the bottom flange. All joints shall be trimmed clean on the inside after setting. The contractor shall also place a 2 foot wide piece of engineering fabric around the top and sides of each precast joint. The fabric shall be cantared with 1 foot on each side of the joint. The fabric shall be attached to the walls and top of each section to prevent the fabric from slipping off the joint during bedding operations. Attachment methods shall be approved by the engineer.

All costs including material, equipment, and labor necessary for installing the culvert as detailed herein, shall be included in the bid item Precast Concrete Box Culvert. The engineering fabric shall meet the material requirements as set forth in Section 1107.15 of the local DOT Standard Specifications for Highway and Bridge Construction. The contractor shall furnish and install lifting holes plugs for each section. Lifting holes shall be plugged with a precast concrete plug, sealed and covered with mastic or mortar.

DESIGN REQUIREMENTS:

The precast culvert sections shall meet the minimum requirements of ASTM C 1577, Table 1 sections that are designed for combined earth dead load and ASHTO HL-83 live load conditions. Any precast box culvert design submitted that vary from the ASTM C 1577 standard, shall be designed and sealed by a professional engineer, currently registered in the State of Iowa. Minimum length of precast sections shall be 4.0 feet. Minimum culvert wall thickness shall be 6 inches.

PRE-CONSTRUCTION NOTES:

The Contractor shall submit details of the proposed precast box sections to the Story County engineer office for approval. These details shall include a situation plan, culvert barrel cross sections showing steel and end section details. The length in linear feet of precast concrete box culvert will be based on the plan quantity.

For the number of linear feet given on the plan, the Contractor will be paid the contract unit price per linear foot. The payment shall be full compensation for furnishing all materials, labor and equipment necessary to complete the work except for items in end sections and Class 20 Excavation.

For each precast box culvert and section installed the Contractor will be paid the contract price for each. The payment shall be full compensation for furnishing all materials (including dropwells), labor and equipment necessary to complete the work except for items in precast concrete box culvert and Class 20 Excavation.

Dropwells and parapets shall be precast.

The Contractor shall furnish culvert ties for all joints. The main section joints will have one tie on each side of the barrel and the end section joints will have two ties on each side. Culvert ties shall be included in the cost for precast concrete box culvert. The rods will be 1 inch in diameter steel and shall meet requirements of ASTM A 709 grade 36 or equal. Culvert tie assemblies shall be galvanized or painted according to 2408.30 of the Iowa DOT Standard Specifications. Acrylic topcoat not required.

DRAINAGE STRUCTURES BY CULVERT CONTRACTOR

Location	Size	Type	Length New Constr. Lft. Ft.	No. of Aprons	Flow Line Elevation			Dimensions - Lin. Ft.			Slew Ahead Degrees	9) Road Contractor Dike Location Station	Top Den.	Type	Comp. Ol. Yrs.	Roodible* Bockill (A)	Perovut* Bockill (B)	Roodible (A+B) Ol. Yrs.
					Left	Right	Other	Left	Right	Other								
7+40.35	6x7	Twin RCB	38.0	2	1080.10	1079.90		19.7	18.3									

* 1/4" @ 1/4" Min.

LIST OF SUBDRAIN WORK

* 1/4" @ 1/4" Min.

No.	Station to Station	Location	Type of Installation	Pipe Concrete C.M.P., C.M.P. Coated, or Prestic	Dia.	Length L.F.	Aprons			Outlets			Connected Pipe Jointer DR-121	Trench Ditch L.F.	Granular Material Bankfill CY	Perovut Bockill CY	Class "A" Quilbed Stone CY	
							Left	Right	Other	Type	No.	Type						No.
1	7+30.2 Rt. 7+35.2 Rt.		DR-301 DR-302 DR-303	C.M.P.	24	10				DR-201 DR-203 500'-10	DR-305	DR-306						Remarks DR-305 shall be corrugated metal pipe.

* 1/4" @ 1/4" Min.

ROCK EROSION CONTROL

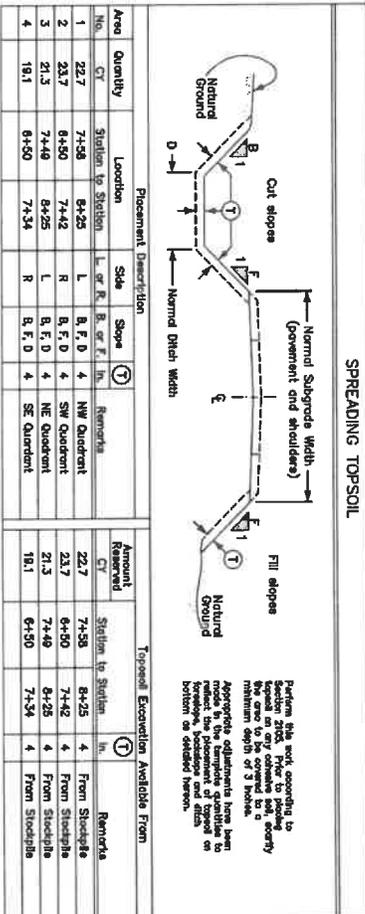
Refer to EC-30 and Detail 570-81

Road Identification	Begin Station	End Station	Side Lt./Rt.	Rock Erosion Control (REC)					Material Bid Quantities		Remarks		
				Type 1 Rock Ditch Check	Type 2 Rock Ditch	Type 3 Rock Flume	Type 4 Rock Splash Bassin	Type 5 Rock Slope Protection	Eng. Fabrie SY	Class E Revetment TON		Erosion Stone TON	
730th Ave.	7+27.8	7+52.9	37.3' Rt.	25	10					45.1	31.3		Silt/sand basin at RCB outlet.
730th Ave.	7+27.8	7+52.9	26.7' Rt.	3	10					21.8	7.5		Wing armoring at outlet.
730th Ave.	7+27.8	7+52.9	26.7' Lt.	3	10					31.3	18.1		Wing armoring at slope protection at inlet.
730th Ave.	7+07.3	7+17.3	27.3' Lt.	4	15					17.8	7.5		Rock ditch checks Lt.
730th Ave.	7+07.3	7+17.3	27.3' Rt.	4	15								Rock ditch checks Lt.

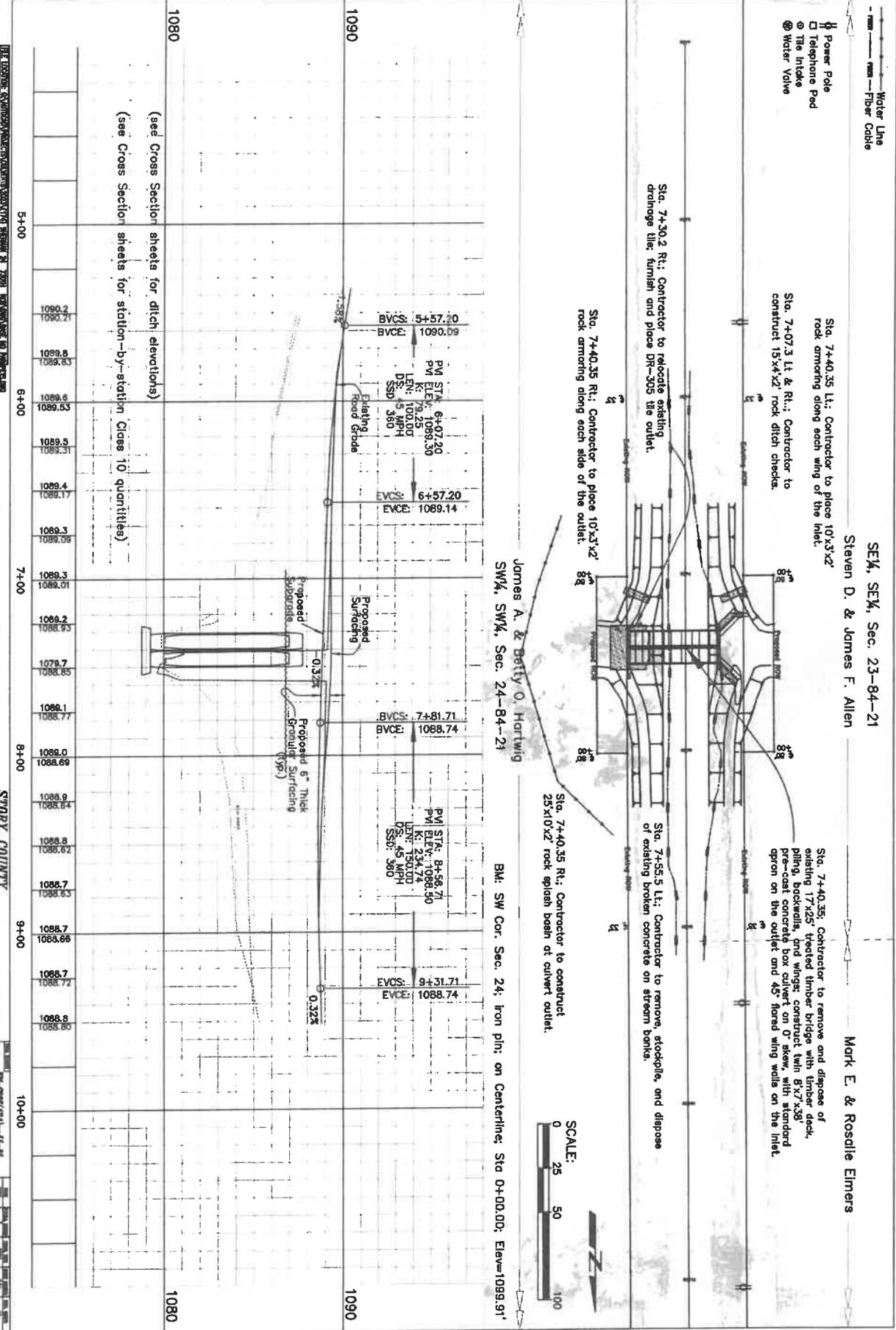
TABULATION OF SAFETY CLOSURES

Refer to Section 2018 of the Standard Specifications

STATION	ROAD QTY.	HAZARD QTY.	CLOSURE TYPE	REMARKS
8+28.0	1		1	
8+75.0		1	1	
8+90.0		1	1	
8+90.0	1		1	
TOTAL				4.00



PLAN AND PROFILE SHEET



CROSS SECTIONS SHEET

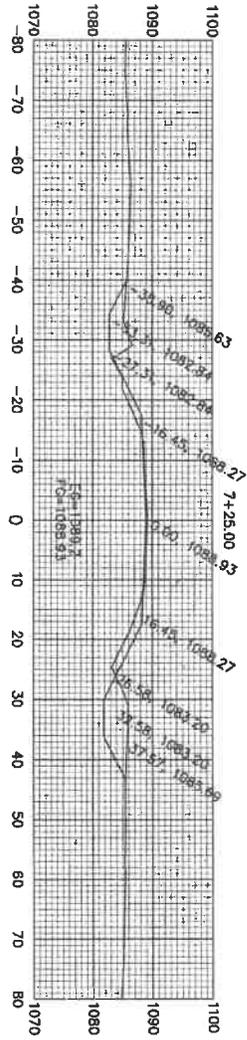
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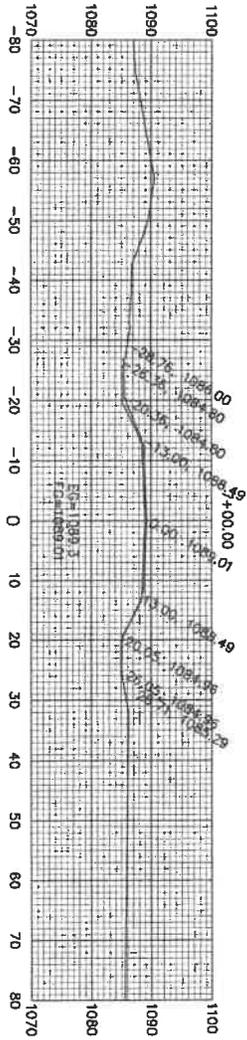
STORY COUNTY

DATE PLOTTED: 07/11/2023 10:00 AM

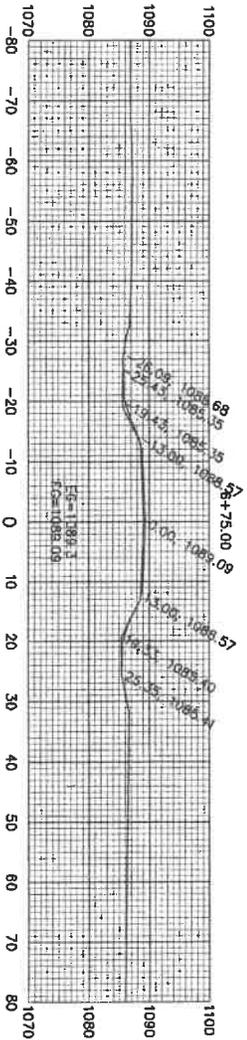
SCALE: 1"=40'



Sta. 7+25.00	
Cut Area	77.47
Fill Area	24.00
Cut Vol	42.08
Fill Vol	14.45



Sta. 7+00.00	
Cut Area	13.42
Fill Area	0.01
Cut Vol	11.37
Fill Vol	0.07



Sta. 6+75.00	
Cut Area	11.14
Fill Area	0.10
Cut Vol	0.00
Fill Vol	0.00

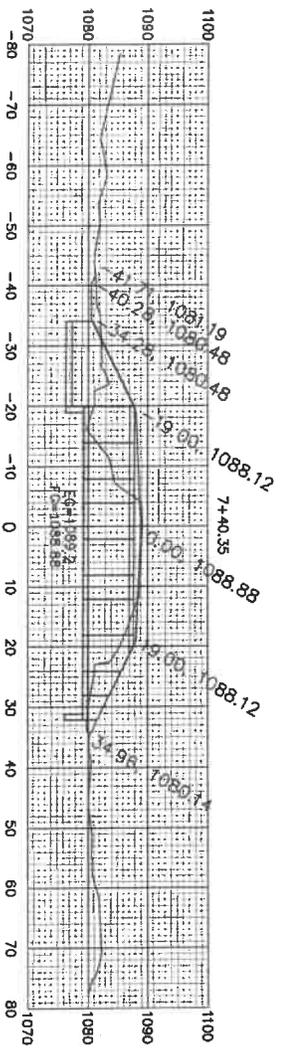
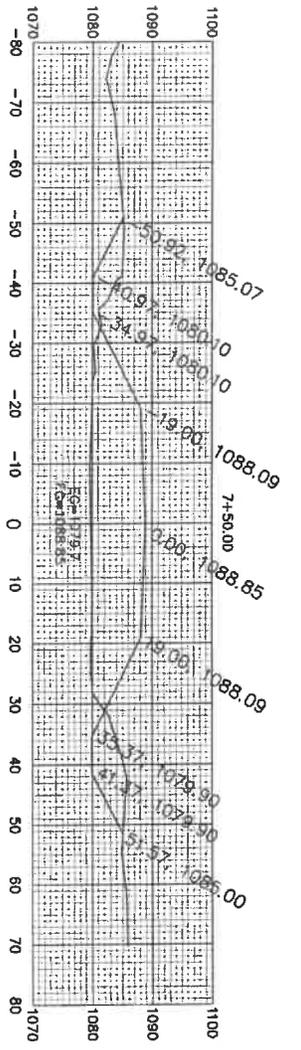
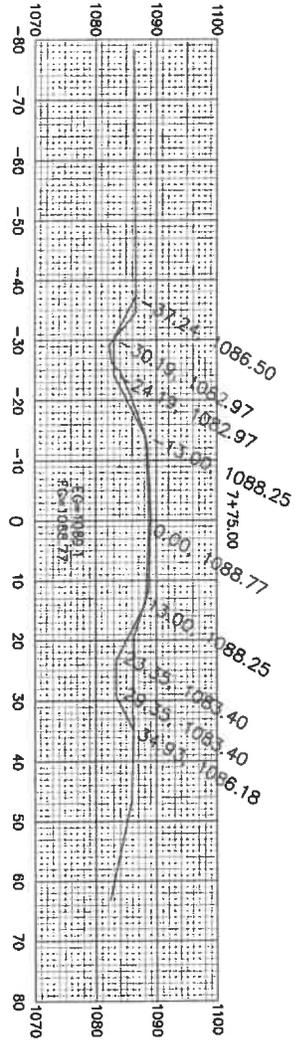
CROSS SECTIONS SHEET

PROJ No. FM-C085(174)--55-85

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STORY COUNTY

7/11/2022 7:14:11 AM



Interoffice
MEMORANDUM

Story County Sheriff's Office

To: Sheriff Paul Fitzgerald
CC: Captain Nicholas Lennie
From: LT Leanna Ellis
Date: August 11, 2022
Re: Rapid Deployment Vehicle

APPROVED **DENIED**
Board Member Initials: 
Meeting Date: 8-16-22
Follow-up action: _____

.....

\$150,000 was placed in the Countywide Services General Fund (635-99) for a Rapid Deployment Vehicle RDV to be utilized by our Emergency Response Team, replacing the 2003 Chevrolet Express 3500 Van in our fleet. We have been vetting our options since last October and are confident that we have determined the appropriate specs that meet our needs.

I had asked for quotes from multiple vendors as far back as April, 2022 and ultimately only received two, one from LDV Specialty Vehicles in Wisconsin for \$193,546 and one from the Armored Group in Michigan for \$148,545.00. Not only was the quote from LDV over budget, the vehicle itself did not meet all of our specifications. The RDV quoted by Armored Group is what we have in mind and within budget. Furthermore, The Armored Group specializes in building these types of vehicles, carries the state bid, and has built multiple vehicles for the Iowa State Patrol.

I have attached the quote that outlines the specifications on the RDV requested for purchase. It will accommodate our personnel and equipment for tactical and emergency response to critical incidents. Estimated turn-around time from order is nine months. The quote does not include shipping, and I expect that we would pick up the vehicle ourselves and drive it back.

It is respectfully requested that we move forward with ordering the Rapid Deployment Vehicle from Armored Group as quoted.

Thank you for your consideration in this matter.

Approved 8/11/2022

CAPT. Nicholas A. Lennie

RAPID DEPLOYMENT VEHICLE



2727 S. Beech Daly Dr
Dearborn Heights, MI 48125
Contact: Jeremy Johnson
Mobile: 817-291-4956 Office: 602-840-2271
Email: Jeremy@armoredcars.com



(RDV Pics Above Shown As Example Only; Actual Finished Unit May Vary in Appearance)

Customer:

Story County Sheriff's Office
1315 S B Ave
Nevada, IA 50201
Lt. Leanna Ellis
Email: lellis@storycountyiowa.gov
Phone: 515-382-7474

RAPID DEPLOYMENT VEHICLE

Base Chassis Information

- **Body Style:** R.D.V. (Rapid Deployment Vehicle)
- **Chassis:** Chevrolet 4500 Commercial Cutaway
- **Engine:** 6.6L Gas Engine
- **Transmission:** 6 Speed HD Automatic
- **Wheelbase:** 176"
- **GVWR:** 14,200 lbs
- **Rear Axle Ratio:** 4.10 (HD Locking) w/StabiliTrak
- **Tires:** 225/75R16 BSW A/S
- **Wheels:** 6 - 16" – 6.5" 8 Lug
- **Seats:** Dual High Back Buckets - Vinyl
- **Power Group:** Power Windows and Power Locks
- **Cruise Control:** Included
- **Radio:** Am/Fm Stereo with Mp3 Player
- **Fuel Tank:** 57 Gallons

Chassis Warranty

- Basic: 3 Year/36,000 Miles
- Power Train: 5 Years/60,000 Miles
- Corrosion Perforation: 5 Years/Unlimited Miles

RDV Standard Up Fit/Body Specifications:

Dimensions

- Interior Length- 16'
- Interior Width- 96"
- Interior Height- 84"

Floor

- Low mount with wheel wells
- 1-1/2" formed crossmembers
- 10 ga formed C Channel Longsills
- 3" "C" Cross Members
- 1 1/8" laminated hardwood flooring
- Rhino/Scorpion Spray In Liner for Floor Covering
- Pre-Coated Understructure
- "Rhino Line/Scorpion Type" nonskid black spray on

RAPID DEPLOYMENT VEHICLE

Cab Access

- Top Hat roof conversion kit with cut out roof and tall cab access door

Wall Construction

- FRP walls
- FRP body skirting below frame /floor level

Front Wall

- 3/8" white exterior FRP
- 4" Set Back bulkhead
- Tall cab access door on cab side

Rear Structure

- Extruded aluminum re corner post
- 3/8" FRP Rear Wall with cut out for 48" double narrow rear doors

Rear Doors

- 48" Challenger 1550 Series Doors with dead bolt with T Style Door Holdbacks
- Key Lock Hardware
- 12" x 17" rear tinted fixed windows in each door
 - Mounted Vertical
- Rear Doors will have different key than side doors

Side Doors

- 2-30" sliding side doors
- Aluminum treadplate stepwells (1 each side)
- 12" x 18" fixed tinted windows in doors
 - Mounted vertically
- Key lock on each door
 - Both Side Doors keyed alike

Roof

- One Piece .032 Aluminum Roof Skin
- Galvanized steel 2" roof bows on 12" Centers
- Roof reinforcement for A/C and for handrails
- Radiant Barrier Insulation with 3/8" plywood and .090 glass board liner

Corners

- Extruded aluminum front vertical corner post

RAPID DEPLOYMENT VEHICLE

Rear Bumper

- 18" deep pooch rear step bumper
- Deck Plate installed between bumper and rear of body

Windows

- (6) Tinted 12"x17" windows
- (1) Each Side Door
- (1) Each Rear Door
- (1) Each Side Wall mounted towards rear of box

Lighting (External)

- LED FMVSS 108 clearance lights
- LED stop turn and oval taillights with integrated back up lights
- 2-Reverse lights mounted on either side of license plate frame switched at CS rear bench
 - Work independently of chassis back up, stop, tail, and turn lights

HVAC

- ACC Heat/Cooling combination system
- 30,000 BTU Cooling; 35,000 BTU heating capacity; 600CFM 3 speed fan
- 2 fan condenser
- Operates off Engine of the Truck
- Ceiling mounted

Lighting (Internal)

- 3 Red/White LED Dome Lights mounted on cargo area ceiling (evenly spaced)
- Ceiling lighting can be switched between red and white at light
- Ceiling lights to have power switch at dash, rear & side doors

Seating

- 2 commander seats mounted on removable seat posts
- Commander seats located on either side of cab access door by front wall
- Bench seating located on both sides of interior walls with padded vinyl seats and backs
 - Each bench includes flip up padded base equipped with pneumatic assist rods
 - Each bench to include side access doors for storage access (in addition to top access)
- Seat Belts-3 sets mounted per side meeting FMVSS standard 209 & 302

Shelves

- Small Shelf on each side wall above sliding door pocket (pole storage)

RAPID DEPLOYMENT VEHICLE

Suspension

- Super Springs added to rear suspension

Fire Extinguisher

- 2 ¾ lb fire extinguisher in cab near driver's seat

Grab Handles

Interior

- (2) Grab handle bars ceiling mounted
- Grab handle bars mounted on bulkhead (either side of cab access door)
- Grab handles mounted on rear & side cargo walls
 - 2 located on either side of rear door; 1 on each side entry door

Insulation Package

- Wall insulation package with covering
 - No Carpet on inner walls

Removable Table

- 2' x 4' removeable/stowable table

Tow Hitch

- Receiver hitch tube with chain hooks
- 7 Way Plug

Traffic Advisor Light

- 8 Light Traffic Advisor Bar with controller
- Located on rear of RDV above rear doors

Emergency Package with Stealth Switch

- Wig Wag Lights installed front and rear
- Red/Blue LED Lights in Grill and on Rear Sill
- Siren/PA System with 200 Watt Speaker
- Stealth switch installed for exterior lights

RAPID DEPLOYMENT VEHICLE

Invertor

- 2000W invertor with auxilliary batteries and separator

Back Up Camera

- Color Back Up Camera with 7" Color Monitor

Under Seat Lights

- LED Strip Lighting under rear bench seat lids

GPS/Navigation

- GPS/Navigation System installed

Paint and Body

- Body and Cab White
- All Dealer stickers to be removed from exterior

Weapon Storage

- 10 Universal Rail Patrol Rifle or Pump Shotgun Gun Racks
- Mount 4 Vertically and 1 Horizontally on each side
 - 4 on bulkhead and 1 over side sliding door
- Each 5 mounts per side will be lock controlled by RFID Keypad System

Added Equipment:

Armor

- Ballistic Windshield (7.62x39mm)
- Ballistic Driver & Passenger Door Glass (7.62x39mm)
- Adding 4-6" Operation to Dr & Pass Door Glass
- Ballistic Driver & Passenger Door Panels (7.62x39mm)

Heavy Duty Front Push Bumper with Winch Cut Out

12,000lbs Electric Winch

Bright White LED Lights

- (3) 50" Double Stack LED Bright White Lights
 - (1) Driver' Side Box; (1) Passenger's Side Box; (1) Front

RAPID DEPLOYMENT VEHICLE

Price Per Unit: \$148,545.00

***Price Does Not Include Freight to Story County Sheriff's Office**



August 11, 2022 _____, 2022

**Jeremy Johnson
Global Fleet Manager
The Armored Group, LLC**

**Authorized Signature
Story County Sheriff's Office**

- Validity:** Prices are valid for 30 days.
- Payment Terms Preferred:** 50% deposit at the time of order confirmation & remaining 50% upon completion of the vehicle.
- Payment Terms Accepted:** Net 30 Days After Delivery or Acceptance at Factory

ARMOR WARRANTY

Armor Basic 24 Months/Unlimited Miles

In the event of delay in accordance with the Force Majeure clause, if increases to material or labor increase more than 3%, customer agrees that the increase above 3% shall be borne by customer upon written notice to customer detailing those cost increases.

Force Majeure Delays in any case where either party hereto is required to do any act (other than the payment of money), delays caused by or resulting from Acts of God or Nature, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of labor or materials or equipment, government regulations, delay by government or regulatory agencies with respect to approval or permit process, unusually severe weather, COVID supply chain issues or labor difficulties due to COVID related issues or other causes beyond such party's reasonable control the time during which act shall be completed, shall be deemed to be extended by the period of such delay, whether such time be designated by a fixed date, a fixed time or "a reasonable time."

RAPID DEPLOYMENT VEHICLE

General Terms & Conditions:

- The quotation is subject to final confirmation, back orders, strike, exchange rate fluctuations and other force majeure.
- Buyer agrees that it is solely responsible for compliance with all applicable U.S. laws and regulations in its handling of the vehicles.
- In the event that Buyer exports the vehicle(s), Buyer agrees that it will be solely responsible for compliance with all applicable export laws and regulations as described below.
- Buyer expressly acknowledges that the vehicles may require a license for export and re-export to most countries, by the U.S. Department of Commerce's Bureau of Industry and Security unless an exception applies. Buyer or Buyer's agent assumes all responsibility for filing the necessary export clearance requirements IAW EAR 758 other than the application for any required export license. The Seller will apply for any required export license IAW U.S. export laws and regulations. The seller will provide buyer or buyer's agent with appropriate data needed for all other export clearance documentation. The buyer or buyer's agent shall ensure that all conditions stated on a required export license are met. The buyer agrees to provide the seller with a copy of all other export clearance documentation for the filing of export records.
- Without limiting the generality of the foregoing, Buyer agrees, represents and warrants that no vehicle(s) sold hereunder will be exported or re-exported to Cuba, Iran, Sudan, Syria, North Korea, or any country subject to U.S. sanction or embargo administered by U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), or exported or re-exported to any person or entity on OFAC's Specially Designated Nationals List, or on the Entity List, or Denied Persons List, of the EA.
- Buyer shall indemnify, defend, and hold harmless Seller, its affiliates, respective directors, officers, shareholders and employees from and against claims, penalties, seizures, forfeitures, suits, costs, and expenses (including attorney's fees) arising from any export or re-export of the vehicle(s) it purchases from Seller in violation of the census, customs or export laws and regulations of the United States.

Grant Agreement
**CONTRACT FOR NAVIGATOR POSITION - GOOD NEIGHBOR EMERGENCY ASSISTANCE, INC., ARPA
SUBRECIPIENT NO. 12
Non-Profit Organizations**

THIS AGREEMENT (“Agreement”) is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as “County”, and Good Neighbor Emergency Assistance, Inc., hereinafter referred to as “Subrecipient”, whose mailing address and telephone number is 613 Clark Avenue, Ames, Iowa 50010, telephone 515-296-1449.

1. PURPOSE AND INTENT.

The purpose of the agreement is for the Subrecipient “The intended purpose and use of these funds are for Good Neighbor Emergency Assistance, Inc. to hire a full-time Navigator. The Navigator would help Story County residents locate and apply for funding for homelessness prevention they may be entitled to, but that they are uncertain how to access and apply for available funds. The Navigator would also work with tenants and landlords in Story County to assist them in using the ODR (Online Dispute Resolution) process” as outlined in Exhibits A and B. Funding awarded the recipient is a subaward of the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from “*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*” dated February 28, 2022, version 3.0.)

2. REPRESENTATION OF THE SUBRECIPIENT.

Recognizing that the County is relying hereon, the Subrecipient represents, as of the date of this Agreement, to follow the key principles as set out in the SLFRF and additionally as follows:

- (A) **Organization; Power, etc.** The Subrecipient is a political subdivision of the State located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the use of Grant funds described in the Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (B) **Authority.** The Subrecipient has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of the Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Subrecipient that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Subrecipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Subrecipient to the terms and conditions herein.
- (C) **No Litigation.** No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Subrecipient executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate

existence of the Subrecipient nor the title to office of any authorized representatives of the Subrecipient executing this Agreement, is being contested.

- (D) **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the Subrecipient of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Subrecipient is a party or by which it or any of its properties is bound.
- (E) **SAM.gov Registration.** Subrecipient shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") listed in Exhibit A is the correct number for the Subrecipient as of the date hereof. If Grantee is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Grantee.
- (F) **Binding Agreement.** This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Subrecipient, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (G) **Information Submitted.** All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (H) **Ratification.** By executing this Agreement, the Subrecipient (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).

3. GRANT INFORMATION.

- (A) **Grant Amount.** The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one Grant in the Amount specified on the Award Letter attached as Exhibit A hereto.
- (B) **Project and Schedule**
 - a. **Grant Purpose.** The Grant is being made solely to finance the project described in the applicable Application. It is understood by Subrecipient that if funding is received to be added to an existing program, recipient must expend existing program funds prior to accessing SLFRF funds.
 - b. **Grant Expenditure Schedule.** The Grant will not pay any costs other than those incurred beginning after January 25, 2022. The final date for expending the County's SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Subrecipient agrees to notify the County in writing prior to June 30, 2024 so that funding may be relocated. Therefore, all grant funds that remain unexpended as of June 30, 2024, must be returned to the County unless, by June 30,

2024, the Subrecipient submits a satisfactory plan to spend the funds by December 31, 2026.

- (C) **Grant Award Package.** In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).
- a. **Executed Grant Agreement.** The County shall receive a duly executed original of this Agreement.
 - b. **Expiration of Offer.** The Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date of receipt via email of the Award Letter (Exhibit A) by the Subrecipient. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of the Grant.

4. **AFFIRMATIVE COVENANTS.**

- (A) **Recoupment and Costs.** The Subrecipient acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant becoming subject to recoupment (including, without limitation, as described in the Application). If subject to recoupment, the County will notify the Subrecipient in writing and the Subrecipient shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Subrecipient shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.
- (B) **Use of Disbursements.** The Subrecipient shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Section 3 hereof. The Subrecipient shall be responsible for compliance with, and shall comply in all material respects with, all applicable federal, state and local law and regulations, whether or not such law or regulations are expressly referenced herein.
- (C) **Reporting and Compliance with Laws.** The Subrecipient shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Subrecipient agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Subrecipient covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- (D) **Additional Project Funding.** The Subrecipient shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Subrecipient will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.
- (E) **Indemnification.** To the fullest extent permitted by law, the Subrecipient agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and

expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Subrecipient to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Subrecipient hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Subrecipient to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Subrecipient under this Section. The obligations of the Subrecipient under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Subrecipient to indemnify any Indemnified Person.

- (F) **Recordkeeping.** The Subrecipient shall maintain accounts and records with respect to the Project and Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Subrecipient shall keep and maintain all financial records and supporting documentation related to the Project and Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Subrecipient shall collect, transmit, and store such records in open and machine-readable formats. Subrecipient agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Subrecipient agrees to make such accounts and records available for on-site inspection during regular business hours of the Subrecipient and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

The Subrecipient shall permit the County or any party designated by it upon reasonable prior notice to the Subrecipient to examine, visit and inspect the Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Subrecipient pertaining to the Project and/or the Grant.

- (G) **Single-Audit.** The Subrecipient acknowledges that by accepting the Grant, it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Subrecipient further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

(H) **Performance Measures.** As defined in Exhibit C, Subrecipient acknowledges the applicability of performance measures and that funding is contingent on ongoing compliance with the performance measures.

5. **TERMINATION AND REMEDIES.** This agreement is effective on the 16th day of August, 2027.

(A) **Termination.**

- a. **Termination by the County.** The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:
 - i. if the Subrecipient has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
 - ii. if any representation or warranty made by the Subrecipient in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- b. **Notice of Termination.** The County shall provide the Subrecipient with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- c. **Effect of Termination.** Upon termination of this Agreement or any Grant, the Subrecipient shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Subrecipient, but in no event more than 60 days from the date of such termination.

(B) **Term.** This Agreement shall remain in effect until one of the following events has occurred:

- a. The Subrecipient and the County replace this Agreement with another written agreement;
- b. All of the Subrecipient's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- c. This Agreement has been terminated pursuant to the provisions of Section 5.A hereof.

6. **MISCELLANEOUS.**

(A) **Notices.** All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered,

- a. in the case of the County, to Leanne A. Harter, County Outreach and Special Projects Manager, Story County Administration, 900 6th Street, Nevada, Iowa 50201, and
- b. in the case of the Subrecipient, to the address specified in this Agreement; or
- c. as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

- (B) **No Waiver.** No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.
- (C) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Subrecipient and the County and their respective successors and assigns, except that the Subrecipient may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.
- (D) **Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, one Application is attached hereto as Exhibit B and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the County may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.
- (E) **Headings.** The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.
- (F) **Severability.** If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.
- (G) **Further Assurances.** Subrecipient agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.
- (H) **Third-Party Beneficiaries.** This Agreement is exclusively between the County and the Subrecipient, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Subrecipient and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Subrecipient. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Subrecipient and the Indemnified Persons.
- (I) **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and

the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public 6.

7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

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

STORY COUNTY, IOWA (County)

By: 

Chairperson of the Board of Supervisors

Dated: 8-16-22

Good Neighbor Emergency (Subrecipient)
Assistance, Inc.

By: 

Dated: 7-29-2022

Schedule A
Reporting Requirements and Schedule

Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event within five business days of the occurrence thereof) to the County:

- (A) The inclusion of the Subrecipient, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (B) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

On Demand Reporting

The Subrecipient shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

Scheduled Reporting

- (A) Quarterly Reporting. Using the forms provided and, in the manner, as provided by Story County, the Subrecipient shall provide quarterly reports as of the end of each quarter. Such reports shall be delivered to the County not later than the third (3rd) business day following the end of each quarter and shall contain:
 - a. Project Status
 - i. Not started
 - ii. Completed less than 50%
 - iii. Completed 50% or more
 - iv. Completed
 - b. Obligations and Expenditures
 - i. Total Cumulative Obligations
 - ii. Total Cumulative Expenditures
 - iii. Current Period Obligations
 - iv. Current Period Expenditures
 - c. Program Income: Any program income earned and expended to cover eligible project costs, if applicable.
 - d. Project Demographic Distribution
 - i. What Impacted and/or Disproportionately Impacted population does this project primarily serve?
 - ii. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, select up to two additional populations served.
 - e. For the Applicable Expenditure Category, Subrecipient will provide mandatory performance indicators and programmatic data as follows:
 - i. Household Assistance (EC 2.1-2.8) and Housing Support (EC 3.10-3.12):
 - Number of people or households receiving eviction prevention services (including legal representation)

- Number of affordable housing units preserved or developed
 - Number of individuals/families provided food assistance
 - ii. Negative Economic Impacts (EC1.1-3.5):
 - Number of workers enrolled in sectoral job training programs
 - Number of workers completing sectoral job training programs
 - Number of people participating in summer youth employment programs
 - iii. Education Assistance (EC 3.1-3.5):
 - Number of students participating in evidence-based tutoring programs
 - iv. Healthy Childhood Environments (EC 3.6-3.9):
 - Number of children served by childcare and early learning (pre-school/pre-K/ages 3- 5)
 - Number of families served by home visiting
 - f. Certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Subrecipient is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti- discrimination laws (or has delivered to the County in writing a full accounting of all instances of noncompliance); and
 - g. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s) as specified in Exhibit C.
- (B) Annual Reporting. The Subrecipient shall provide an annual, in-person report to the Board of Supervisors.
- (C) Close Out Reporting. The Subrecipient shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

**Story County, Iowa
American
Rescue Plan Act**



**Project and Program
Proposals
External Community
Organizations**

AWARD NOTIFICATION

Project ID:
12

Name of Project:
Navigator Position

Organization Name:

Good Neighbor Emergency Assistance, Inc.

Official Name of Organization (to be used on contracts):

Organization Address:

613 Clark Avenue, Ames, Iowa 50010

Good Neighbor Emergency Assistance, Inc.

Official Address of Organization (to be used on contracts):

613 Clark Avenue, Ames, Iowa 50010

Name of CEO/Individual Appointed to Sign Contracts:

Lori Allen, Director

Contact Person Name, Title, Email and Phone Number:

Lori Allen, Director, director@gnea.org, 515-296-1449

Amount of Award

\$104,857.00

Project Summary Narrative

The intended purpose and use of these funds are for Good Neighbor to hire a full-time Navigator. The Navigator would help Story County residents locate and apply for funding for homelessness prevention they may be entitled to, but that they are uncertain how to access and apply for available funds. The Navigator would also work with tenants and landlords in Story County to assist them in using the ODR (Online Dispute Resolution) process.

Date of Award Notification

July 5, 2022

For Office Use Only

Date Distributed: July 5, 2022 Via Email

EXHIBIT B

Subrecipient Application

Subrecipient Name: Good Neighbor Emergency Assistance, Inc.

Award #: 12

Award Amount:

\$104,857.00

Date Preliminary Award Acted Upon by the Story County Board of Supervisors: January 25, 2022

Application submitted by Subrecipient to Story County, Iowa follows.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Checklist

This checklist is provided as a tool to assist you in the completion of your application. Remember, late and/ or incomplete applications will not be accepted. If you have questions regarding your application, please contact Sandra King at (515) 382-7200 or ARPA@storycountyiowa.gov.

(Initial each statement after reading)

- la Did you sign the certification page and initial all the certification statements?

- na If mailing your application, did you leave enough time for the post office to deliver it? Remember, postmarks will not be accepted, and late application will be disqualified.

- la I have reviewed and will abide by Chapter 2, Part 200 of the Code of Federal Regulation (CFR) and Title 6 of the Civil Rights Act of 1964.

- la I understand that interim reports on a quarterly basis to Story County will be required. In addition, a project wrap-up report is required upon completion of project.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Certification

By signing this application, I understand and affirm that: (initial each statement after reading)

la If awarded, requested funds will be used only for purposes described in this application. I understand the use of funds are subject to audit by the State Auditor.

la If awarded, my organization intends to enter into a contract as required by Story County, Iowa, provide liability insurance as may be required for the duration of the contract naming Story County as an additional insured and in an amount determined by the County. In addition, my organization will provide proof of or obtain any business license, if required.

la I have reviewed, and if awarded funds, will abide by all federal, state, and local procurement policies.

la Grants awards will be determined by Story County in its sole discretion. Applications may be awarded for the full or a partial amount of the grant requested, or declined.

la I certify that I have the legal authority of the organization represented in this application to submit this request for funding on its behalf, and I further certify that the information submitted in this application is true and correct to the best of my knowledge. I understand that Story County will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.

Lori Allen

Director

Print Name

Title


Signature

10-13-2021

Date

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

APPLICANT INFORMATION

Organization Name: Good Neighbor Emergency Assistance, Inc.
Organization Address: 613 Clark Avenue
Ames, IA 50010

Contact Person Name, Title, Email and Phone Number: Lori Allen, Director
director@gnea.org
515-296-1449
Organization Website: www.gnea.org

IRS Designation: 501c3 Nonprofit
Federal Tax ID: 39-1882712

Is this organization under ecclesiastical or sectarian management or control, as specified in Iowa Code 331.901(5)?

- Yes *(Please note: funds eligibility depends on the intended use of the funds and compliance with Iowa Code requirements. Please continue completing the application and a preliminary determination of eligibility will be communicated to you upon submission.)*
- No

What is the intended purpose/use of the funds?

The intended purpose and use of these funds is for Good Neighbor to hire a full-time Navigator. The Navigator would help Story County residents locate and apply for funding for homelessness prevention they may be entitled to, but that they are uncertain how to access and apply for available funds. These funds may include, but are not limited to: Stimulus Funds, CARES Funds, Child Tax Credits, Unemployment, Social Security Disability, SNAP, VA Benefits, and Waiver Programs. The Navigator would also work with tenants and landlords in Story County to assist them in using the ODR (Online Dispute Resolution) process. This process is a non-legal, non-mediation manner of settling tenant/landlord disputes outside formal legal proceedings, without need for legal representation for either party. A two page summary of the need and purpose is submitted with this application, along with the Navigator Job Description and Navigator Proposed Budget.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Has applicant received previous funding from Story County?

Yes

Date and amount of last
funding receipt.

8-11-2021 \$25,000

10-1-2021 \$25,000

All funding is for homelessness prevention

No

PROJECT/PROGRAM INFORMATION

Project/Program Name:

Good Neighbor Emergency Assistance Inc., - Navigator Position

Project/Program Purpose:

SEE ATTACHED PDF

**Requested Story
County ARPA
funding amount:** \$104,857

Under which approved ARPA usage requirement does your proposed concept fall? Please check all applicable.

Support the public health response

Address negative economic impacts caused by the public health emergency

Invest in water, sewer, and broadband infrastructure

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Can your project be fully committed (under contract) by December 2024?

Yes

No

Can your project be completed by December 2026?

Yes

No

Describe the project goals/objectives and how your proposal fulfills a public need that has been created or exacerbated by the COVID-19 pandemic. How will the project achieve these goals (what specific services will be provided)?

People who live in poverty or earn low income (ALICE - Asset Limited Income Constricted (but) Employed) need assistance in locating, understanding, accessing, and accomplishing applications for new (since Covid19) and standard sources of financial support to have enough income to pay for their household basic material needs.

The Good Neighbor Navigator would assist via one on one meetings, through phone calls, or through virtual means, to:

- *Locate and apply for any funding they are entitled to that would promote ongoing financial security to meet basic material needs
- *Be an accessible resource for technology required to apply for assistance that requires online applications
- *Be a mentor to assure follow through in the applications process that leads to completion
- *Be a mentor for self-advocacy, accessing, and using all available resources that clients are entitled to
- *Assist tenants and landlords in resolving matters before they escalate to court matters
- *Follow-up with clients as a mentor and to monitor outcomes

Describe how the success of your project/program will be evaluated and what is the desired community impact.

Success will be evaluated by tracking the number of people who use our Navigator services and who successfully apply for and receive funds they are entitled to.

Information in the evaluation will include:

Agency referring household to Good Neighbor Navigator
Demographics - age, race, income, sex, mental illness, education, current gov benefits
Number of households seen by Navigator
Number of households who use Navigator to make applications for funds/benefits
Number of households who receive funds/benefits as are result of Navigator service
Number of households whose funds/benefits applications are rejected
Number of referrals Navigator makes to legal or social service agencies
Number of households that are denied services by Navigator and reason for denial
Number of times households reach out for assistance from Navigator in one year period
Number of household who do not complete applications steps/process
Total amount of funds/benefits received by all households helped by Navigator
Amount of time Navigator spends with each household

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Who will be responsible for performing the work and achieving stated goals and objectives? How is this person qualified?

The Navigator will be hired, trained, and supervised by the Director of Good Neighbor Emergency Assistance. Lori Allen, Director, has education and work experience in social services, public assistance, advocacy, and nonprofit direction. She served for 5 years on the State of Iowa Medicaid Advisory Committee Board of Directors.

The Navigator has not yet been hired, but they will have a combination of education and experience with information technology, database management and reporting, social and economic service programs (SS, Disability, Veterans Benefits, CARES funds, Child Tax Credit, charitable programs, rapid rehousing, etc.) A Bachelors Degree will be preferred.

The Navigator will have an office and equipment necessary to perform their duties provided to them by Good Neighbor Emergency Assistance. They will work M-F, 9-5, and at other times and locations agreed upon by Good Neighbor Director and Navigator.

This will be a salaried FT position where comp time, taken during the 10 days after it is earned, may be used for any overtime hours worked,

Has this proposal been approved by your Board of Directors/City Council/Applicable Entity? Please provide a date and form of approval (such as minutes or resolution).

Yes. The Navigator position was explored at the August 2021 Board Retreat. The Executive Board of Good Neighbor Emergency Assistance reviewed and approved this position on September 13, 2021. They presented the information and proposal to the entire board on September 20, 2021/ The board voted on a motion to move forward in creating and funding the position. The motion was passed unanimously.

Are you working in partnership or collaboration with other entities? If yes, identify partners/collaborators. Indicate amount of financial support and in-kind contribution.

The Judicial Branch's Office of State Court Administration (OSCA) has funding from the Iowa State Justice Institute (SJI) in the amount of \$23,500 to help with start up costs, salary, and benefits in the first six months of the Navigator position.

Describe what would happen if you did not receive 100% of the requested funding from Story County.

We would see if we could make this a part-time position with the funds from OSCA to begin with, then try to get funding through ASSET, private donors, and do a search for grants whose criteria would be met by a Navigator position.

We are seeking the amount we are to fund this position for 2.5 years so we can have data to provide in grant writing and appeals in making it a permanent position. We anticipate that Covid19 recovery will be ongoing for at least that long.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

If this is an ongoing project, what is the sustainability plan if ARPA funding is not available to provide ongoing program/project continuity?

We will continue to seek funds from OSCA and other judicial entities, beginning July 2024, on an annual basis. We will be continually writing grants that support equity in justice and advocacy for populations that have barriers to or struggles with technology in seeking equitable resources for resolving non-legal tenancy disputes and accessing funds for basic needs. We will also create an appeal to our current funders and community businesses and organizations to keep this position funded.

Describe the project/program timeline and milestones.

March - June 2021: Good Neighbor director served on Story County Tenant-Landlord Stakeholders Committee convened by the Iowa Judicial Branch
August 2021 - Good Neighbor Director presents Navigator position to board
September 2021 - OSCA Director meets with Good Neighbor Exec Board in support of Navigator position
September 2021 - Good Neighbor board approves Navigator position
September 30, 2021 - request for \$15,000 to fund Navigator position from ASSET funds
October 10, 2021 - request of \$104,857 to fund Navigator position from RESCUE funds for three years
October 20, 2021 - Posting for Navigator position
November 1 - 25, 2021 - Interview and hiring decision for Navigator
December 2021 - Appeal to private funders and donors to support Navigator position
January 1, 2022 - Navigator begins work
January 2022 - July 2023 Data compiled on impact of Navigator to be used in funding and grant applications
July 2024 - Navigator will be fully funded through judicial justice grants, ASSET, and local donors

Describe how this project would make a significant, long-term difference in the quality of life for Story County residents.

This position will provide universal access for all Story County residents to access supports, financial and other, through education and mentoring by the Good Neighbor Navigator.

We envision that the Good Neighbor Navigator would become known, through our promotion and education, as a free, non-legal Story County entity that can help locate resources, access application processes, avoid court actions due to tenancy matters, and provide mentoring to people who may not be able to find and access those resources or understand the processes on their own.

Our outreach to social service agencies to inform them of this position will help the Good Neighbor Navigator become a standard resource for agencies and their clients.

The quality of life for people who may be entitled to permanent or short term financial support from local, county, state, federal, or private sources, but who are unable to access that support due to physical, educational, socio-economic, or mental health barriers, will be improved.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

FINANCIAL INFORMATION

Using the attached form, attach a detailed budget of the proposed project with a description of each budget item, including the total cost of the project and the percentage of the total budget this proposal funds.

What percentage of your budget is for administrative or management fees? 10% - this will include tech, occupancy, office support, and supervision by Good Neighbor director.

Are you accessing alternative funding sources? If yes, please list sources.

- Yes *Sources*
See attached budget
OSCA - \$23,500
Good Neighbor - \$7,000 in kind for: occupancy, tech and admin support, supervision
- No

Is the requested funding a match for other funding? If yes, please describe.

Yes *Describe match*

No

Does your organization obtain an annual audited or reviewed financial statement? Please provide your most recent financial statement. Yes

Is your organization required to file IRS Form 990? If yes, please provide your most recent filing. Yes

For cities: did you apply/receive your ARPA Funds*?

- | | <i>Apply</i> | <i>Receive</i> |
|------------------------------|--------------|------------------------------|
| <input type="checkbox"/> Yes | | <input type="checkbox"/> Yes |
| <input type="checkbox"/> No | | <input type="checkbox"/> No |

*Cities must have applied for and received other ARPA Funds to be eligible to apply for funds through Story County.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Please use the space below for any additional information.

Additional Information:

Please see attached pdf files:

Navigator Position & Budget
Intended Use and Purpose for ARPA Funds
IRS form 990
FY 2020-21 Financial Summary
FY 2019-20 Audit (FY 2020-21 Audit in Process)

Navigator Position & Budget
Good Neighbor Emergency Assistance, Inc.
613 Clark Avenue
Ames, IA 50010

Job Description for the Good Neighbor Navigator Position

Definition and Position Purpose

Under general supervision of the Director of Good Neighbor Emergency Assistance, Inc., this position:

- assists Story County tenants and landlords in locating relevant legal information and community resources to help avoid evictions.
- assists Story County residents apply for funds related to Covid19 CARES, RESCUE, Child Tax Credits as long as those funds are available
- assists Story County residents in locating and applying for relevant funding for basic materials needs. Examples, but not a complete list, of such funding may include Social Security, Social Security Disability, Childcare co-funding, Story County Workforce Training Academy, and other local resources that promote financial stability

Duties and Responsibilities

- Provides customer service (non-legal advice) to landlords and tenants in an online self-service environment on a day-to-day basis for the Story County Online Dispute Resolution software.
- Provides customer service (non-legal advice) to Story County residents via online, phone, and/or in-person appointments in locating and applying for funding for short- and long-term financial assistance for material basic needs
- Responds to various requests and inquiries from Story County landlords, tenants, and residents (via phone, email, other media, and in-person).
- Participates in working group meetings and evaluation of the online dispute resolution system (ODR).
- Develops relationships with community housing and other social and supportive service providers and maintains an inventory of housing programs, eligibility requirements, and contact information.
- Assists landlords and tenants with finding community resources to help tenants avoid eviction.
- Collaborates with working group members to develop, promote, and continuously improve rental housing online dispute resolution tools (online negotiation, document, preparation, etc.).
- Compiles data for reports to funders.

Knowledge, Skills, and Abilities

- Ability to interact effectively with the public, project partners, judges, attorneys, and others in various situations and circumstances.
- Ability to organize and present facts clearly and concisely.

- Knowledgeable about the maintenance, repair, and rehabilitation of dwelling units; the problems of landlord and tenant as they pertain to dwelling units; the types of funds and services available to assist Story County residents, landlords, and tenants in the financing and resolution of such problems.
- Displays a high level of initiative to achieve program objectives with minimal supervision.
- Ability to maintain confidentiality.
- Ability to communicate effectively both orally and in writing.
- Ability to listen.
- Ability to follow verbal and written instructions.
- Ability to show empathy and sensitivity to the needs and issues of all parties.
- Ability to use judgment to make informed decisions.
- Ability to prioritize work, be flexible to increased workloads, and work under pressure and against deadlines.
- Treat co-workers, court users/participants, and members of the public courteously and without bias regardless of race, color, creed, sex, age, religion, national origin, ancestry, citizenship status, sexual orientation, gender identity, mental or physical disability, marital status, genetic information, pregnancy or pregnancy-related condition, military or veteran status, political party preference, disability, socioeconomic status, or any other characteristic protected by law.

Education, Experience, and Special Requirements

Ideally, an applicant will meet the requirements in section 1 or 2 below to qualify for the position.

- A bachelor's degree from an accredited four-year college or university in business administration, public administration, government, court management, legal, social work, sociology, psychology, or other related area of study, and
- Two years of full-time work experience in a responsible administrative capacity in a social work, business, government, court, legal or other closely related work.
- Ability to travel to remote, public locations, within Story County to meet with residents, landlords, and tenants. Must have vehicle and proof of insurance.

Salary and Benefits

- This is a full-time salaried position with occasional evening, weekend hours. Comp time is offered in same 30 days that any overtime is worked.
- Salary will be \$37,440 to \$46,000, depending on education and experience
- Paid sick and vacation time after 60 days of employment
- Flexible benefit package.

Navigator Position Budget and Funding

Expenses					
Year	Base Salary	Taxes	Benefits	Admin/PR	Total FY Costs
	\$	\$	\$	\$	\$
2021-22 (6 mo)	22,880.00	1,911.00	1,500.00	3,500.00	29,791.00
	\$	\$	\$	\$	\$
2022-23 (12 mo)	46,000.00	3,841.00	3,045.00	6,000.00	58,886.00
	\$	\$	\$	\$	\$
2023-2024 (12 mo)	46,690.00	3,899.00	3,091.00	6,000.00	59,680.00

Total Costs for 2.5 years **\$ 148,357.00**

Committed Funding				
Year	2021-2022	2022-23	2023-24	
	\$	\$	\$	\$
Good Neighbor	2,000.00	2,500.00	2,500.00	7,000.00
	\$			\$
SJI State Judicial Institute)	23,500.00			23,500.00
				\$
Total Secure Funding				30,500.00

Balance Needed to Fund Position 2.5 Years **\$ 117,857.00**

Requested Grant Funding, Status Not Confirmed				
Year	2021-2022	2022-23	2023-24	
	\$	\$	\$	\$
ASSET Grant	-	5,000.00	5,000.00	10,000.00
	\$	\$	\$	\$
Targeted Donations	1,000.00	1,000.00	1,000.00	3,000.00
Total Unconfirmed Funding				\$ 13,000.00

Total Requested from Story County ARPA Funds **\$ 104,857.00**

As of yet unidentified judicial justice grants will be written to fund the position permanently beyond June 2024. This 2.5 year funding will help demonstrate need for this permanent advocacy and educational service. Grants will be written and submitted beginning July 2022.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Certification

By signing this application, I understand and affirm that: (initial each statement after reading)

La la

If awarded, requested funds will be used only for purposes described in this application. I understand the use of funds are subject to audit by the State Auditor.

La la

If awarded, my organization intends to enter into a contract as required by Story County, Iowa, provide liability insurance as may be required for the duration of the contract naming Story County as an additional insured and in an amount determined by the County. In addition, my organization will provide proof of or obtain any business license, if required.

La la

I have reviewed, and if awarded funds, will abide by all federal, state, and local procurement policies.

La la

Grants awards will be determined by Story County in its sole discretion. Applications may be awarded for the full or a partial amount of the grant requested, or declined.

La la

I certify that I have the legal authority of the organization represented in this application to submit this request for funding on its behalf, and I further certify that the information submitted in this application is true and correct to the best of my knowledge. I understand that Story County will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.

Lori Allen

Director

Print Name

Title

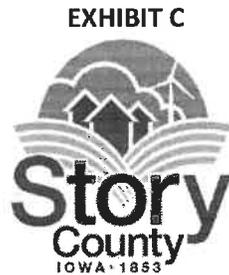
Lori Allen, Director

10-13-2021

Signature

Date

**Story County, Iowa
American
Rescue Plan Act**



**Project and Program
Proposals
External Community
Organizations**

PERFORMANCE MEASURES

Project ID:

12

Name of Project:

Navigator Position

Organization Name:

Good Neighbor

Performance Measures:

- On quarterly basis, provide:
 - Agency referring household to Good Neighbor Navigator
 - Demographics - age, race, income, sex, education, current government benefits
 - Number of households seen by Navigator
 - Number of households who use Navigator to make applications for funds/benefits
 - Number of households who receive funds/benefits as are result of Navigator service
 - Number of households whose funds/benefits applications are rejected and denied services by Navigator and reason for denial
 - Number of referrals Navigator makes to legal or social service agencies
 - Number of referrals related to MH/DD to further connect to support services
 - Number of times households reach out for assistance from Navigator in one-year period
 - Number of households who do not complete applications steps/process
 - Total amount of funds/benefits received by all households helped by Navigator
 - Amount of time Navigator spends with each household
 - Success stories

For Office Use Only

Date Distributed: July 5, 2022 Via Email

**CONSULTING AGREEMENT
WITH TERMS AND CONDITIONS**

1. This Agreement is entered into between Schabel Solutions Inc. (hereafter referred to as “Consultant”) and Story County (hereafter referred to as “Client”) on the date signed below. The term of this Agreement is from August 16, 2022 to December 31, 2022.

2. **Scope of Services**

a. The scope of services to be provided by Consultant is as follows:

Consultant at the direction of Client will provide Diversity, Equity and Inclusion (“DEI”) training and consulting services, which may include advisory, strategy planning and implementation, coaching and other services to Client’s key employees or others (hereafter referred to as “Participant”) within the Client as assigned by Client. The services that will be delivered by Consultant to Client are as described in one or more Statements of Work in the form attached hereto as Exhibit A. In the event of any conflict between any Statement of Work and this Agreement, the terms and conditions of the Statement of Work shall control.

b. Client’s obligations.

Client shall be solely and exclusively responsible for assuring attendance at the Consultant’s training and other sessions, with the sessions to be scheduled by and between Client and Consultant, and after the schedule is set, the sessions shall not be changed or re-scheduled absent mutual agreement of the Parties. Further, each session shall be deemed completed at the conclusion of each such session. With respect to Participants missing sessions, any make up or repeat sessions shall only be performed if Consultant agrees in its sole and absolute discretion. All sessions shall start and end on time and no accommodation shall be made for tardy Participants

unless Consultant agrees in its sole and absolute discretion to provide additional time to each such session.

Client shall be solely and exclusively responsible for assuring that its Participants do all necessary pre-work prior to each such session, and that the Participants perform all post session work or other assignments.

c. Client understands that many factors comprise consulting and that Consultant has the right in its sole and exclusive discretion to reject or terminate any particular assignment from Client and need not disclose the reason if it would violate the privacy or other rights of the Participants in the organization. In addition, Consultant, with approval of Client, may delegate a portion of any assignment to an affiliate consultant or sub-contractor consultant.

d. Client agrees that Consultant's services are not therapy, mental health care, accounting skills, legal skills, tax skills or any other kind of health care or financial training and Client agrees not to use Consultant's services as a substitute for care or financial training.

3. Client ultimately responsible for results.

Client agrees and understands that success rests almost entirely with the individuals who make up the organization and their own abilities and ambition and therefore agrees and understands that Consultant's services do not guarantee any particular result, or any outcome whatsoever. Except as may be specifically provided herein or in any Statement of Work, Consultant makes no warranties or representations of any kind or nature, express or implied, with respect to its Services, materials or expected results.

4. **Independent Contractor Status.**

It is understood that Consultant is an independent professional contractor and that Consultant will not in any event be construed or hold itself out to be an employee or agent of the County. The Consultant shall maintain all licensing and training required by the State of Iowa to provide professional consulting services. It is further agreed that at no time will the Consultant or the work efforts of the Consultant be under the supervision or control of the County, although Consultant agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Consultant, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement. The parties agree that this is a **non-exclusive agreement**, meaning the County may hire additional Consultants to perform the same service if deemed necessary.

5. **Payment.**

Fees:

Client agrees to pay for the services as follows:

The fee for services to be provided under this agreement are as set forth in each Statement of Work. Client agrees to pay any and all invoices for services within thirty (30) days. Consultant reserves the right to stop work in the event invoices age beyond sixty days and Client agrees that Consultant will have no obligation to deliver services until the invoices are brought current.

Client agrees to pay expenses to Consultant as follows:

Unless provided otherwise in any particular Statement of Work, Client shall reimburse Consultant all reasonable, ordinary and necessary expenses incurred by Consultant and shall be subject to prior approval by Client. Expenses include, but are not limited to, travel, lodging, meals, copying, printing, postage and conference call charges, in an amount not to exceed

_ \$250.00. Consultant will present an itemized list of reimbursable expenses and receipts and Client agrees to reimburse Consultant its expenses within 15 days of presentation of an invoice. Mileage shall be billed at the prevailing federal reimbursement mileage rate then in effect at the time of travel.

Payments: Unless otherwise agreed by Consultant, all payments shall be made by check payable and directed to Schabel Solutions Inc. at 3915 Kingman Boulevard, Des Moines, IA 50311.

6. Confidentiality.

Client agrees that this relationship, as well as all information that is shared with Consultant by Client or any Participant during the course of Consultant's services under this Agreement, shall be confidential. In the event Consultant is subpoenaed or otherwise commanded by lawful process to disclose information, Client agrees that it will defend, indemnify and hold Consultant harmless of and from any liability or claims arising from such disclosures.

Client agrees that although it is paying Consultant for these services, that the nature of these services are such that Consultant will develop a confidential relationship with the Participants Client assigns to it for services under this Agreement, and Client agrees that it will make no attempts to breach that confidential relationship or force Consultant to disclose any private or confidential communications between Consultant and any Participant. In the event Consultant is subpoenaed or otherwise commanded by lawful process to disclose information, Client agrees that it will defend, indemnify and hold Consultant harmless of and from any liability or claims arising from such disclosures.

7. References.

8. Notes to remain property of Consultant.

All notes from each session, curricula for each session, correspondence with the Participants, e-mails, memoranda or any other document or writing shall remain the sole and exclusive property of Consultant.

9. Limitation of Liability; Defense, Indemnity and Hold Harmless.

Neither Party shall be liable to the other for lost profits or other consequential damages.

To the extent permitted by law, each party shall indemnify, and hold the other harmless from and against liabilities, losses, damages, claims, or causes of action, and any connected expenses that are caused directly or indirectly, by or as a result of the performance of each other of this Agreement, including but not limited to negligent performance, except that nothing herein shall be construed to require either Party to indemnify the other party from that party's own negligence.

10. Release of Information.

The Consultant engages in training and continuing education pursuing and/or maintaining credentials. That process requires the names and contact information of all clients for possible verification by the credentialing agency. By signing this agreement, you agree to have only your name, contact information and start and end dates of consulting or training shared with the credentialing body staff members and/or other parties involved in this process for the sole purpose of verifying the consulting or training relationship, no personal notes will be shared.

11. Nondisparagement.

12. Confidentiality of Proprietary Information and Material.

While performing services under this Agreement, Client may acquire knowledge considered confidential by Consultant ("Confidential Information"). Confidential information

shall include but not be limited to Consultant's books, training materials, lessons, questionnaires, surveys, client lists, other writings or electronically stored or recorded materials, and other information used in the delivery of training, consulting or facilitation services. Client hereby agrees to hold such Confidential Information in strict confidence, to use such Confidential Information only for the purpose of the work to be conducted hereunder and for no other purpose or use whatsoever, to take all reasonable and prudent measures necessary to safeguard such Confidential Information to preserve its confidentiality, and to return to Consultant, upon request and without keeping copies thereof, any or all written or electronic information furnished by Consultant, or its employees or agents excluding the deliverables described in the Statement of Work.

Confidential Information shall mean and refer to any and all information whether in written, oral, encoded, graphic, magnetic, electronic or in any other tangible form, and whether or not labeled as confidential, whether or not marked with TM or copyright or other such markings, or otherwise provided by Consultant in connection with the services under this Agreement. Client agrees not to copy, use or disclose such Confidential Information to any person at any time during or after the term of this engagement unless: (a) such information is readily available from publicly published sources; (b) such information has become public knowledge by means other than from this Agreement with Consultant; or (c) Client is required to disclose the information by order of law; provided, however, prior to disclosing any Confidential Information by order of law, Client shall provide written notice thereof to Consultant to provide the Consultant with an opportunity to object to such requirement or seek a protective order limiting or restricting any further disclosure of such Confidential Information.

13. **Remedies.**

Client acknowledges and agrees that any violation by Client (or its Participants) of the Confidentiality of Proprietary Information provision of the preceding paragraph may cause Consultant to suffer irreparable harm for which Consultant will not have any adequate remedy at law. Therefore, if Client (or its Participants) threatens to violate or violates any provision of this Agreement, Consultant shall be entitled to injunctive relief without bond, including, but not limited to, temporary restraining orders and/or preliminary or permanent injunctions, to restrain or enjoin any violation or threatened violation of this Agreement. Consultant's right to injunctive relief shall be in addition to, and not in lieu of, any other legal or equitable remedies that may be available to Consultant, including but not limited to monetary damages to the extent they are calculable. Any action for injunctive relief shall be brought exclusively in the courts located in or having jurisdiction over Polk County, Iowa. The prevailing party shall be entitled to its attorney's fees and costs from the non-prevailing party.

14. Warranty as to Ownership of Consultant's Material.

Consultant warrants that the material used in the course of delivering services under this Agreement belong exclusively to Consultant or that Consultant has a right under license or otherwise to use and/or conduct trainings with the materials.

15. Ownership of Work Product.

The parties agree that any works of authorship, plans, studies, surveys, derivative works, documents, strategic materials, correspondence, agreements, deliverables, reports, or any other information that Consultant creates in the course of performing its services under this Agreement including those services set forth in any Statement of Work, shall not be considered "works made for hire" and Consultant shall be the exclusive owner of any such work subject to a license to use the work product for the participants taught by Consultant under the contract, so long as the

contract sum is paid in full. Client hereby irrevocably assigns all rights, title, and interests in the Work Product to Consultant as its sole and exclusive property. The rights assigned under the Agreement shall not lapse on account of non-exercise of the rights. Client agrees that it will cooperate with Consultant in completing documents, providing information, and submitting any filings necessary to establish and/or evidence Consultant's ownership.

16. Termination and Cancellation.

Client may terminate this agreement immediately upon Consultant's refusal to, or inability to perform under the agreement or Consultant's breach of this agreement. Either party may terminate this agreement for any reason, without cause, by giving written notice to the other party. In the event Client terminates this agreement Consultant shall be paid for compliant services provided through the date of termination.

Nonpayment of any invoice when due is a basis for Consultant suspending any and all work under this Agreement until each such invoice is paid in full upon written notice delivered to Client 72 hours prior to any such suspension to afford Client time to cure the nonpayment. In addition, Consultant may accelerate all payments due under the Agreement as immediately due and payable in the event any invoice remains unpaid after thirty (30) days.

17. Notices.

Notice shall be deemed adequate if delivered by hand or by a commercially reasonable overnight delivery service such as Federal Express or United Parcel Service. All notices shall be deemed adequate if delivered to the Parties as follows:

- a. To Client: Story County, 900 6th Street, Nevada, Iowa 50201.
- b. To Consultant: Schabel Solutions Inc., 3915 Kingman Boulevard, Des Moines, Iowa 50311.

18. State of Iowa Law Governs.

This Agreement is formed in Iowa where Consultant maintains its principal place of business and therefore this Agreement and any dispute arising between the Parties to this Agreement shall be governed by the laws of Iowa without regard to its conflict of laws or choice of laws principles.

19. Dispute Resolution.

The Parties agree that any and all disputes between them shall be resolved exclusively by litigation to be conducted in Polk County, Iowa and Client irrevocably consents to personal jurisdiction there.

20. Prevailing Parties.

In the event of a dispute between the parties arising out of this Agreement, including a dispute over unpaid invoices, the prevailing party shall be entitled to recover from the non-prevailing party all of its attorney's fees and costs.

21. Forbearance to not be Waiver.

The failure or forbearance of any Party to exercise any of its rights under this Agreement shall not serve as a waiver of any future right to so enforce or exercise any or all of its rights, nor shall it serve as a modification of this Agreement.

22. Force Majeure.

Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: weather; failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment; strikes, lockouts, or other industrial disturbances; civil disturbances; acts of war; acts of terrorism; fires; or acts of God. Neither party shall, however, be

excused from performance if nonperformance is due to causes which are removable or remediable and which the non-performing party could have, with the exercise of reasonable diligence, resolved or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance, give written notice to the other party describing the force majeure circumstances preventing continued performance of the obligations of the Agreement. An epidemic, pandemic, outbreak of SARS, outbreak of COVID-19, or any other health crisis or economic / governmental shutdown shall not be a force majeure if in Consultant's sole discretion, the services can be delivered virtually or remotely over the telephone, internet or some other electronic means.

23. Headings.

The headings in this Agreement are for ease of reading and reference only and are not intended to be a part of or affect any term or condition of this Agreement.

24. Severability.

To the extent that any paragraph, clause, sentence or part of this Agreement shall be deemed void and/or unenforceable, said paragraph, clause, sentence or part shall be severable from this Agreement without affecting the validity of the remainder of this Agreement.

25. Entire Agreement.

This is the entire agreement between Consultant and Client; it supersedes all other negotiations and discussions prior to the execution of this agreement. Client agrees that no other representations have been made by Consultant to induce Client into entering into this agreement and no modification to the terms of this agreement shall be effective unless in writing signed by both parties. Electronic signatures are as valid and binding as handwritten original signatures.

[Remainder of page intentionally left blank. Signatures to follow]

This 11th day of August, 2022.

Consultant
Schabel Solutions Inc.

By: Claudia Schabel
Claudia Schabel, President & Chief Executive Officer

Client

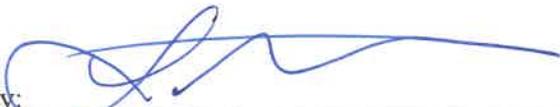
By: 
Latifah Faisal, Story County Board of Supervisors Chair
On behalf of Client, Story County

EXHIBIT A TO CONSULTING AGREEMENT

STATEMENT OF WORK: PRESENTATION

The Date of this Statement of Work is August 16, 2022 and shall be referred to as the August 16, 2022 {Date} Statement of Work.

This Scope of Work is issued pursuant to the Consulting Agreement dated August 16, 2022 (the "Agreement") between Schabel Solutions Inc. ("Consultant") and Story County ("Client").

1. **Services to be Performed.** Consultant will provide the following services for participants identified by Client as eligible for Diversity, Equity and Inclusion ("DEI") training and consulting.
 - A. One DEI presentation (in-person on 9/7/2022 from 9-11:30am). Approximately 40 participants.
2. **Compensation.**
 - A. Fee: **\$4,500**
 - B. Expenses: All travel, lodging, meals, copying, printing, postage and conference call expenses will be paid for by Client at cost and shall be invoiced, in an amount not to exceed \$250.
 - C. Fees for all services shall be invoiced and paid upon completion of the agreement, net 30.
 - D. Expenses shall be invoiced and paid after completion of services, net 30.
3. **Timeline.**

The timeline for the performance of the selected services will be as follows:
9/7/2022, per the above.
4. **Right to Advertise.**

Both parties may promote that Schabel Solutions Inc. has been hired as a Diversity, Equity and Inclusion ("DEI") advisor to Client, subject to the terms and conditions of Story County's logo policy.
5. **Terms and Conditions:**

All terms and conditions as contained in the Consulting Agreement dated August 16, 2022 (the "Agreement") between Consultant and Client are incorporated herein by reference.

ACCEPTED and AGREED by the following authorized party representatives:

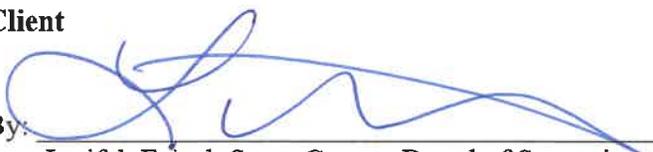
Consultant

Schabel Solutions Inc.

By: 

Claudia Schabel, President & Chief Executive Officer

Client

By: 

Latifah Faisal, Story County Board of Supervisors Chair
On behalf of Client, Story County

Closure No. 23-07

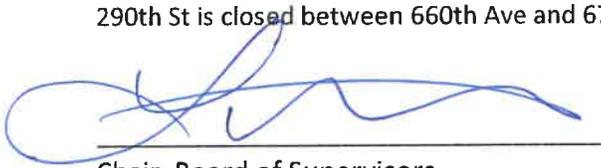
Date August 9, 2022

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of construction in section 1,2,11,12 Indian Creek Twp on

290th St is closed between 660th Ave and 675th 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 LEN

Closure No. 23-08

Date August 9, 2022

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of construction in section 14 Nevada Twp on

670th Ave is closed between US 30 and 248th St



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 CEA

Closure No. 23-09

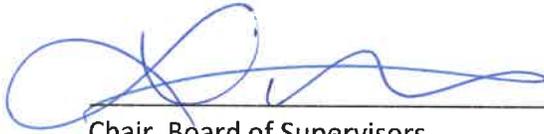
Date August 11, 2022

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 26,27,28 Union Twp on

320th St is closed between 610th Ave and City limits of Cambridge



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 BEH

STORY COUNTY UTILITY PERMIT

Date 8/9/72

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 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 Lincoln Hwy From 66296 north under the highway to a cabinet a distance of 138 feet.

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 08-08-22

Consumers Energy

Name of Company (Applicant - Permittee)

641-485-4064

by

Phone no.

Recommended for Approval:

Date 8-8-22

515-382-7355

County Engineer

Phone no.

Approved:

Date 8-16-22

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.

↑
N

Lincoln Hwy

66296



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

DO NOT WRITE IN THE SPACE ABOVE. RESERVED FOR RECORDER
 Prepared By: Marcus Amman, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
 Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA
 RESOLUTION OF THE BOARD OF SUPERVISORS
 RESOLUTION NUMBER 22-97**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Charles W. and Shirley Ann Cairns, 31752 620th Ave, Maxwell, Iowa, 50161, involving the real estate located at 31752 620th Ave, Maxwell, Iowa, in the southwest quarter of Section 19 of Indian Creek Township identified as Parcel #15-19-300-115 hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Cairns, Charles W Trustee; Cairns, Charles W Revocable Trust ½; Cairns, Shirley Ann Revocable Trust; and Cairns, Shirley Ann Trustee is the legal titleholder of said real estate and;

WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, *Code of Iowa*, and as prescribed by the *Story County C2C Plan* and the *Code of Ordinances, of Story County, Iowa*, have been complied with and met,

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted.

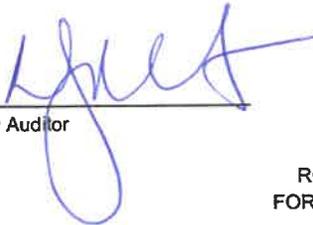
NOW, THEREFORE, BE IT RESOLVED that the Residential Parcel Subdivision Plat of the C & S Cairns Subdivision Plat 2 involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved and the real estate hereinafter described on Attachment A and shown on Attachment B shall hereinafter be known as the C & S Cairns Subdivision Plat 2.

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 22-97 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 16th day of August 2022.



 Chairperson, 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 BOARD Yea 3 Nay 0 Absent 0


 CHAIRPERSON Above tabulation made by CSA

ATTACHMENT A

Survey Description:

The Southwest Quarter of the Southwest Quarter and that part of the Northwest Quarter of the Southwest Quarter lying South of C & S Cairns Subdivision therein, all in Section 19, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, and all together being more particularly described as follows: Beginning at the Southwest Corner of said Section 19; thence N00°01'41 "W, 2306.07 feet along the west line thereof to the Southwest Corner of said C & S Cairns Subdivision; thence N89°58'22"E, 1152.96 feet to the Southeast Corner thereof; thence S00°00'38"E, 2307.01 feet to the Southeast Corner of said Southwest Quarter of the Southwest Quarter; thence N89°58'50"W, 1152.25 feet to the point of beginning, containing 61.03 acres, which includes 2.38 acres of existing public right of way.

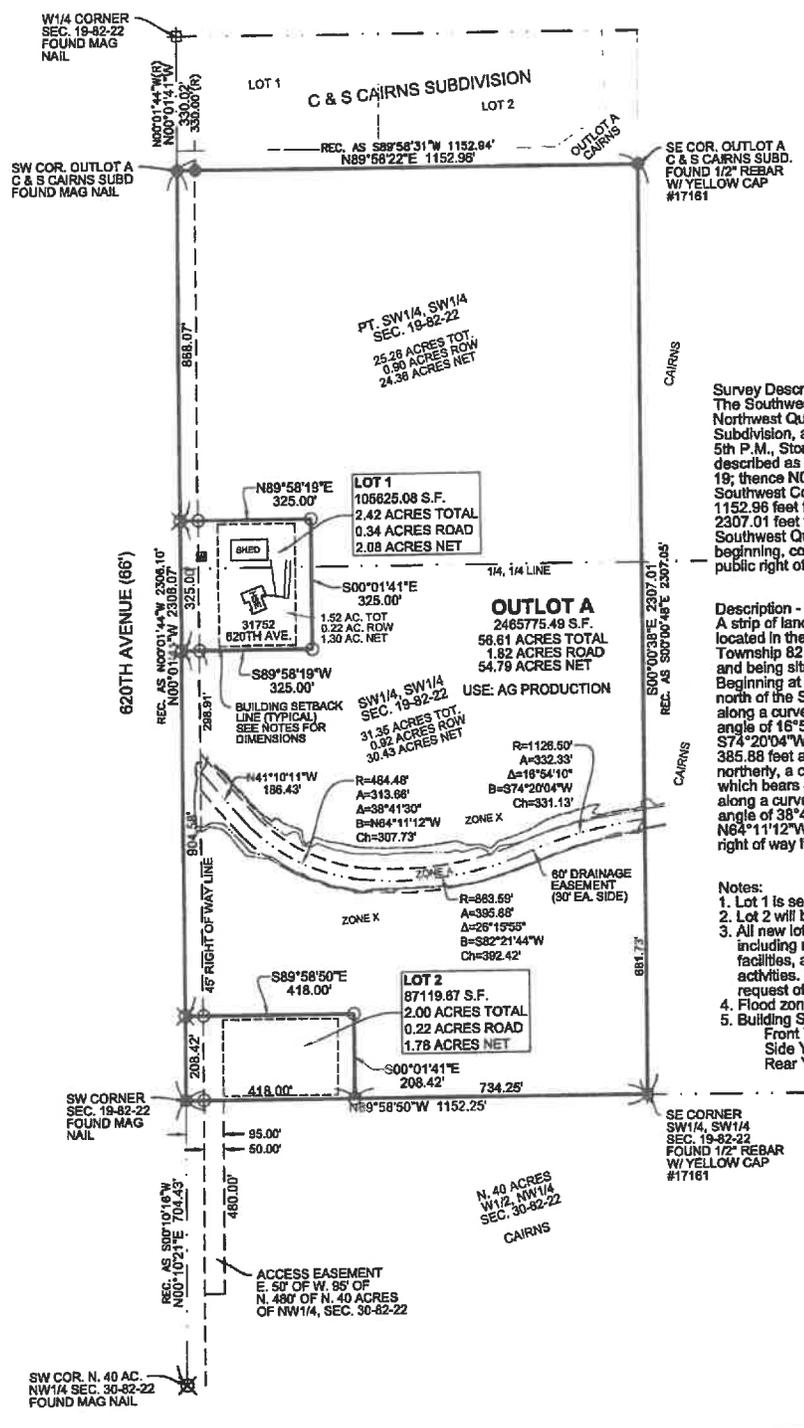
**FINAL PLAT
C & S CAIRNS SUBDIVISION
PLAT 2**

Attachment B

LOCATION: A RESIDENTIAL PARCEL SUBDIVISION IN THE W1/2, SW1/4 SEC. 19-82-22, STORY COUNTY, IOWA

OWNER/DEVELOPER: CHARLES W. CAIRNS, TRUSTEE
CHARLES W. CAIRNS REVOCABLE TRUST
SHIRLEY ANN CAIRNS, TRUSTEE
SHIRLEY ANN CAIRNS REVOCABLE TRUST
31752 620TH AVE.
MAXWELL, IA 50161

SURVEYOR: R. BRADLEY STUMBO, PLS #17161
FOX STRAND
AMES, IA 50010
515-233-0000



Survey Description:
The Southwest Quarter of the Southwest Quarter and that part of the Northwest Quarter of the Southwest Quarter lying South of C & S Cairns Subdivision, all in Section 19, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, and all together being more particularly described as follows: Beginning at the Southwest Corner of said Section 19; thence N00°01'41"W, 2308.07 feet along the west line thereof to the Southwest Corner of said C & S Cairns Subdivision; thence N89°58'22"E, 1152.96 feet to the Southeast Corner thereof; thence S00°00'38"E, 2307.01 feet to the Southeast Corner of said Southwest Quarter of the Southwest Quarter; thence N89°58'50"W, 1162.25 feet to the point of beginning, containing 61.03 acres, which includes 2.38 acres of existing public right of way.

Description - Drainage Easement:
A strip of land across Outlot A in C & S Cairns Subdivision Plat 2, said strip located in the Southwest Quarter of the Southwest Quarter of Section 19, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, and being situated 30.00 feet on each side of the following centerline: Beginning at a point on the east line of said Outlot A which is 681.73 feet north of the Southeast Corner thereof; thence southwesterly, 332.33 feet along a curve having a radius of 1126.50 feet, concave southerly, a central angle of 16°54'10" and being subtended by a chord which bears S74°20'04"W, 331.13 feet to a point of reverse curvature; thence westerly, 385.88 feet along a curve having a radius of 863.59 feet, concave northerly, a central angle of 26°15'55" and being subtended by a chord which bears S82°21'44"W, 392.42 feet; thence northwesterly, 313.66 feet along a curve having a radius of 464.48 feet, concave northerly, a central angle of 38°41'30" and being subtended by a chord which bears N64°11'12"W, 307.73 feet; thence N41°10'11"W, 186.43 feet to the east right of way line of 620th Avenue, and there terminating.

- Notes:**
1. Lot 1 is served by private septic and Xenia Rural Water.
 2. Lot 2 will be served by private septic and Xenia Rural Water.
 3. All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.
 4. Flood zones as shown on FIRM Map 19169C0315F, dated 1/15/2021.
 5. Building Setbacks - A-1 Zone:
Front Yard: 50'
Side Yard: 10'
Rear Yard: Principal Structure 40'; Accessory Structure 2'

Districts:
Zoning: A-1 (Agricultural)
School: Collins-Maxwell
Fire: Maxwell
Ambulance: Story County
Drainage: Indian Creek #88
Watershed: Indian Creek
Utilities: Consumers Energy
Iowa Regional Utilities Assn.

○ = SET 1/2" REBAR W/ YELLOW CAP #17161



STRAND ASSOCIATES
FOX Strand
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

4/21/22
DATE

R. BRADLEY STUMBO, PLS
License number 17181
My license renewal date is December 31, 2023.



Staff Report

Board of Supervisors

Date of Meeting:
August 16, 2022

Case Number SUB22-000003

Residential Parcel Subdivision
C & S Cairns Subdivision Plat 2
Resolution No. 22-97

APPLICANT:

Charles Cairns
31752 620th Ave
Maxwell, IA 5016147

STAFF PROJECT MANAGER:

Marcus Amman, Planner

SUMMARY:

A residential parcel subdivision request for Parcel #15-19-300-115 to reconfigure the parcel into two lots and an outlet: proposed Lot 1, 2.08-net acres, containing an existing dwelling, proposed Lot 2, 1.78-net acres, containing land in row crop production, and proposed Outlot A, 54.79-net acres containing land in row crop production. Proposed Lot 2 will be buildable for a dwelling. However, the applicant plans to maintain it in agricultural production. No development non-agricultural development may occur on the outlet. There is a stream on Outlot A and a 60 foot easement has been granted. Both lots have existing accesses located on 620th Ave, a paved county road. Planning and Development staff recommend approval of the proposed Residential Parcel Subdivision Plat.





Property Owner

Cairns, Charles W Trustee
Cairns, Charles W Revocable Trust ½
Cairns, Shirley Ann Revocable Trust
Cairns, Shirley Ann Trustee

Parcel Identification Number(s)

15-19-300-115

Size of Area

57.53 net acres

Location of Subdivision

Indian Creek Township (Section 19, Township 82, Range 22) NW SW & SW SW

Districts

A-1 Agricultural District
Maxwell Fire
Collins-Maxwell School District
Xenia Water
Consumers Energy
Story County Ambulance
Indian Creek -- Watershed

Current and Future Land Use

Both proposed Lot 1 and 2 are currently zoned as A-1 Agricultural. The C2C Plan Future Land Use map shows Lot 1, Lot 2, and Outlot A as Agricultural Conservation Area. Principles for Agricultural Conservation Area designation include to encourage high-value agriculture lands to remain in production, direct non-agricultural development to other C2C Plan Designations, and limit conflicts between agricultural uses, residences, and other uses.

A residential parcel subdivision is limited to yielding two lots and once approved, no further residential parcel subdivisions can take place to create additional buildable lots. These requirements for a residential parcel subdivision help preserve agricultural land.

There is floodplain located in the southern portion of the proposed Outlot A along a stream. An easement of 60 feet has been granted across the drainage area. There is natural resource area on Outlot A around the stream. There are no current plans to develop Lot 2 or Outlot A and development would be limited to uses permitted in the A-1 Agricultural District on Lot 2 (e.g. one single-family dwelling).



Applicant's Property and Current Surrounding Land Use

The property is located in Indian Creek Township. It is not located within 2 miles of any corporate limits.

Adjacent properties include:

North

A 2.61 net-acre parcel in the A-1 Agricultural zoning district under common ownership with the subject property. This parcel is in row crop production. It is a Lot in the C & S Cairns Subdivision, a previously approved residential parcel subdivision.

A 3.15 net-acre parcel in the A-1 Agricultural zoning district. This parcel is owned by SWINE GENETICS INTERNATIONAL LTD. This parcel contains a dwelling and agricultural buildings.

A 1.8 net-acre parcel in the A-1 Agricultural zoning district. This parcel is common ownership of the subject property. This parcel is Outlot A from the C & S Cairns Subdivision.

East

A 39.00 net-acre parcel and a 40 acre parcel in the A-1 Agricultural zoning district under common ownership with the subject property. This parcel is in row crop production.

South

A 39.27 net-acre parcel under common ownership. It is in the A-1 Agricultural zoning district and in row crop production.

West

There is a 36.86 net-acre parcel and a 38.64 in the A-1 Agricultural Zoning district. This parcel is owned by BLACK, PATRICIA M TRUSTEE and BLACK, PATRICIA M REVOCABLE TRUST. These parcel are in row crop production.

There is a total of 23 parcels located within a quarter mile of the subject property. Of the 23 properties, 4 contain single-family dwellings. Fifteen (15) parcels within the half mile of the property meet or exceed the minimum 35-acre requirement to construct a single-family dwelling in the A-1 Agricultural Zoning District.

Applicable Regulations – Story County Land Development Regulations

87.07 RESIDENTIAL SUBDIVISION PLAT

1. A subdivision may be submitted for review and approval as a residential parcel subdivision plat when all of the following are true:



- a. The development lots created by the subdivision are intended to be used for residential purposes;
- b. Only two development lots may be created;
- c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead as defined in Section 85.08, in existence;
- d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use;
- e. The subdivision lies wholly within the A-1. For parcels located within the boundaries of the *Ames Urban Fringe Plan*, the subdivision must be both zoned A-1 Agricultural and lie wholly within the Rural Service and Agricultural Conservation Area designation;
- f. Both development lots (created by the residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met
- g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement
- h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.
- i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat.

Commentary

The following comments are part of the official record of the proposed Residential Subdivision Plat – **C & S Subdivision Plat 2, Case No. SUB22-000003**. If necessary, conditions of approval may be formulated based on these comments.

Comments from the Interagency Review Team

The application materials were forwarded to the members of the Interagency Review Team on June 7, 2022, and the following applicable comments were received.

Story County Engineer

No Comments

Story County Environmental Health

Planned parcel is large enough to meet Environmental Health's concern for the installation of the required private septic system. An application for private septic system will be required for planned residential structure when the time comes - building plans along with soil evaluation will determine type and size of septic system for residential structure to be built. The area for the planned system will need to be cordoned off and protected during construction.



Story County Assessor

No Comments.

Story County Conservation

No comments.

Story County Auditor

No Comments.

Comments from the General Public

Notification letters were mailed to surrounding property owners within a ¼ mile of the subject property regarding the public meeting on the subdivision request on August 10, 2022.

No comments were received as of the writing of this report.

Comments from Cities within Two Miles

There are no cities within two miles of the subject property.

Analysis

Points to consider in evaluating the applicant's request to divide their property through the Residential Subdivision Plat process to create two (2) lots for residential use and an outlot.

1. The property owner proposes to reconfigure their parcel totaling 57.53 net acres to separate the dwelling from the rest of the farm land and create an additional buildable lot.
2. There are no current plans to develop the Lot 2.
3. An access exists for both Lot 1 and Lot 2.
4. All requirements for a Residential Subdivision Plat in Section 87.07 of the Story County Land Development Regulations are met.
5. There are a total of 23 parcels located within a quarter mile of the subject property. Of the 23 properties, 4 contain single-family dwellings.
6. Additional divisions of the lots created with Residential Parcel Subdivisions are not permitted in the zoning district.

Alternatives

Story County Planning & Development Staff recommend the approval of the C & S Subdivision Plat 2, as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #22-97, the Residential Parcel Subdivision Plat – C & S Subdivision Plat 2 as submitted.**
2. The Story County Board of Supervisors approves Resolution #22-97, the Residential Parcel Subdivision Plat – C & S Subdivision Plat 2, with conditions.
3. The Story County Board of Supervisors denies Resolution #22-97, the Residential Parcel Subdivision Plat – C & S Subdivision Plat 2 as submitted.



4. The Story County Board of Supervisors tables the decision on Resolution #22-97, the Residential Parcel Subdivision Plat – C & S Subdivision Plat 2 and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on the Board of Supervisor’s agenda.

DRAINAGE EASEMENT

KNOW ALL PERSONS: Grantors convey a Drainage Easement (“Easement”) to Story County (“County”) upon the following terms and conditions:

1. **Definitions.** When used in this Easement, unless otherwise required by the context:

1.1 “Grantors” are Charles W. Cairns, as Trustee of the Charles W. Cairns Revocable Trust dated December 11, 2017, and Shirley Ann Cairns, as Trustee of the Shirley Ann Cairns Revocable Trust dated December 11, 2017 of Story County, Iowa.

1.2 “Subdivision” is a tract of land known or to be known as C & S Cairns Subdivision, Plat 2, Story County, Iowa, Story County, Iowa.

1.3 “Easement Area” is the tract of land described on Attachment 1.

2. **Circumstances.** Grantors propose to establish the Subdivision. The Subdivision includes a part of a stream as defined by Code of Ordinances of Story County, Iowa. Pursuant to Section 88.05 of the Code of Ordinances of Story County, Iowa, Grantors are required to provide and to dedicate to the County an easement along each side of the stream, which easement shall be for the purpose of widening, improving or protecting the streams, if necessary.

3. **Easement Created.** Within the Easement Area, the County shall have the perpetual right to keep, use, and maintain for surface water drainage, together with the perpetual right of ingress and egress between said Easement Area and adjacent public rights-of-way.

4. **Obstructions Prohibited.** Grantors and the Grantors’ successors and assigns, shall not erect or place within the Easement Area any building or other structure or improvement or any trees, shrubs, or other landscape plantings other than grass or comparable ground cover, except with the prior written consent of County. County shall have the right to trim or remove trees and shrubs within the Easement Area.

5. **Title Warranty.** Grantors warrant to County that Grantors hold the Easement Area by title in fee simple; that Grantors have good and lawful authority to grant the easement rights

herein provided for; and that any prior liens or encumbrances on the Easement Area will either be released forthwith or will be subordinated to the easement rights granted herein by duly executed and recorded subordination agreement.

6. **Nonexclusive Easement.** The easement rights granted herein to County are nonexclusive. This Easement shall not preclude Grantors from granting easement rights to third parties upon terms and conditions that do not impair or diminish the rights granted under this Easement to County.

7. **Entire Agreement.** This instrument constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior statements, representations, promises and agreements, oral or written. No addition to or change in the terms of this Easement shall be binding upon the parties unless it is expressed in a writing signed by the parties.

8. **Successors Bound.** This Easement shall be binding upon and inure to the benefit of the respective successors and assigns of all parties executing this Easement.

9. **Interpretation.** Words and phrases used in this Easement shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context. This Easement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this Easement are for convenience only and in no way define or limit the scope or intent of any provisions of this Easement. This Easement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constate but one and the same instrument.

Dated this 21st day of July, 2022.


Charles W. Cairns, Trustee
of the Charles W. Cairns Revocable Trust
dated December 11, 2017


Shirley Ann Cairns, Trustee
of the Shirley A. Cairns Revocable Trust
dated December 11, 2017

STATE OF IOWA, STORY COUNTY,

This instrument was acknowledged before me on the 21st day of July, 2022, by Charles W. Cairns, Trustee of the Charles W. Cairns Revocable Trust dated December 11, 2017, and Shirley Ann Cairns, Trustee of the Shirley Ann Cairns Revocable Trust dated December 11, 2017.


Notary Public in and for said State

ATTACHMENT 1

Description - Drainage Easement:

A strip of land across Outlot A in C & S Cairns Subdivision Plat 2, said strip located in the Southwest Quarter of the Southwest Quarter of Section 19, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, and being situated 30.00 feet on each side of the following centerline: Beginning at a point on the east line of said Outlot A which is 681.73 feet north of the Southeast Corner thereof; thence southwesterly, 332.33 feet along a curve having a radius of 1126.50 feet, concave southerly, a central angle of 16°54'10" and being subtended by a chord which bears S74°20'04"W, 331.13 feet to a point of reverse curvature; thence westerly, 385.88 feet along a curve having a radius of 863.59 feet, concave northerly, a central angle of 26°15'55" and being subtended by a chord which bears S82°21'44"W, 392.42 feet; thence northwesterly, 313.66 feet along a curve having a radius of 464.48 feet, concave northerly, a central angle of 38°41'30" and being subtended by a chord which bears N64°11'12"W, 307.73 feet; thence N41°10'11"W, 186.43 feet to the east right of way line of 620th Avenue, and there terminating.

Prepared by/return to: Daniel E. Bappe P.O. Box 127 Nevada, IA 50201 515-382-3578

RESTRICTIVE COVENANTS FOR C & S CAIRNS SUBDIVISION, PLAT 2,
STORY COUNTY, IOWA

Whereas: Charles W. Cairns, Trustee of the Charles W. Cairns Revocable Trust dated December 11, 2017, and Shirley Ann Cairns, Trustee of the Shirley Ann Cairns Revocable Trust dated December 11, 2017 (“**Cairns**”), desire to establish restrictive covenants for C & S CAIRNS SUBDIVISION, PLAT 2, STORY COUNTY, IOWA.

The following restrictions and reservations are made a part of the survey plat known as C & S CAIRNS SUBDIVISION, PLAT 2, STORY COUNTY, IOWA

1. All lots described herein shall be known, described and used solely as residential lots, and no structures shall be erected or placed on any residential building lot except a family dwelling not to exceed two stories in height and a private attached garage for not more than four motor vehicles.

2. No residential lots shall be re-subdivided.

3. There will be no more than four (4) buildings on Lot One (1) and three (3) buildings on Lot Two(2)..

4. No trailers, tent trailers, unlicensed vehicles, mobile homes, motor homes, recreational vehicles, boats and/or boat trailers shall be used as a residence, temporary or permanent, nor shall the owners or residents of any lots park, or permit anyone to park, any aforementioned vehicles on any lots, nor shall a business of any kind be conducted on Lot One (1) without the written consent of the titleholder(s) of Lot Two (2). Nothing herein shall prevent an owner from storing, housing or maintaining one or more of the above items on the property for less than three days per month, such time being for routine maintenance or preparation for a trip or a vacation. Nothing herein shall prevent an owner from permanently storing or housing one or more of the above-mentioned items, provided that such item is completely enclosed from view in their garage.

5. No building shall be erected on any lot unless the design and location is in harmony with existing structures and locations. Plans for proposed houses, including structure(s), paving, fencing, walls or other improvements, and their locations on the site, shall be submitted to **Cairns** for their written approval before commencement of

construction. This restriction is to apply to all present and future home owners in this area. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot living area of less than 1500 square feet in the case of a one-story single family structure, nor less than 1200 square feet in the case of a one and one-half or two story structure. Garage and breezeway square footage shall not be considered with the living areas above. No hedges, trees or other shrubbery shall be planted on any lot at a height which will interfere with clear and safe visibility for traffic on the roadway in said area.

6. All lots will be for single family residences only.

7. Lot owners of each lot, vacant or improved, shall keep the lot or lots free of weeds and debris, and agree to take all steps necessary to control erosion on the lot or lots.

8. No obnoxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No lot shall be used or maintained as a dumping ground for rubbish.

9. Construction of any residence shall be completed within one year of the date said construction is begun, and excess dirt from the excavation shall be hauled away or used only as part of a graded landscape plan.

10. No fences shall be erected on any lot without the consent of **Cairns**. Chain link fences for small pets will be considered, but must first be approved in writing by the **Cairns**.

11. All residential structures will comply with the provisions of the Story County ordinances as they apply to set-backs from the front, back and sides of the lots. Lot owners shall be responsible for their own septic system, which will comply with Story County sanitation regulations. Proper permits must be obtained by the lot owners for any construction.

12. Lot owners and residents agree to restrain, and keep from running at large, all dogs and cats, and no dogs or other pets shall be bred or maintained for commercial purposes.

13. No hogs or cattle shall be raised on any lots in this Subdivision.

14. If lot owners or residents install satellite dishes, they will be constructed so they are not noticeable to other lot owners.

15. The owners of Lots One (1) and Two(2) shall hook up to the public water supply, provided by Iowa Regional Utilities Association, which will be made available to such lots.

16. Lot owners shall be responsible for any costs in connection with the carrying of natural gas, rural water, telephone and electrical service from their lots to their residences. Lot owners agree to continue such service underground into their residences at their own expense. Lot owners shall be responsible for implementing appropriate erosion control measures, before, during and after construction. These measures may include temporary sedimentation areas, silt fences, and ground cover planting and seeding to cover all exposed areas and prevent erosion. Lot owners are also responsible for erosion control measures within the drainage way on their lot.

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 2040, at which time such covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then lot owners, it is agreed to change the said covenants in whole or in part.

18. If the parties hereto, or any of their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before 2040, it shall be lawful for any other person or persons owning any other lots in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either prevent, or attempt to prevent him from doing so, or to recover damages or other dues for such violations.

19. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

20. No variance will be allowed that would reduce the front, back and side yard setbacks, as set forth by county zoning standards.

21. All plans for residences will be approved by the Cairns before construction begins.

22. If any desirable trees are cut they must be replaced according to the requirements of Story County as set forth in the Subdivision Regulations. Those regulations currently call for removal of no more than 15% of naturally occurring tree canopy without replacement. For purposes of determining the percentage of canopy tree removal, each lot owner must submit a proposed landscape plan that identifies which trees, if any, are proposed to be removed with any application for zoning permit.

The above and foregoing restrictive covenants and restrictions are for the mutual benefit of all persons who shall acquire any lots in Subdivision and are imposed by the undersigned Cairns.

IN WITNESS WHEREOF, Charles W. Cairns and Shirley Ann Cairns, Trustees, have caused this instrument to be executed in Story County, Iowa this 21st day of July, 2022.



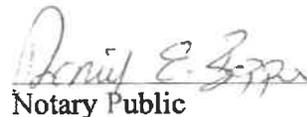
Charles W. Cairns, Trustee
of the Charles W. Cairns Revocable
Trust, dated December 11, 2017

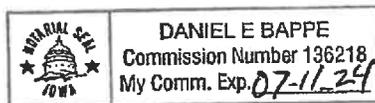


Shirley Ann Cairns, Trustee
of the Shirley Ann Cairns Revocable
Trust, dated December 11, 2017

STATE OF IOWA, STORY COUNTY,

This instrument was acknowledged before me on the 21st day of July, 2022, by Charles W. Cairns Revocable Trust dated December 11, 2017, and Shirley Ann Cairns, Trustee of the Shirley Ann Cairns Revocable Trust dated December 11, 2017.


Notary Public



Prepared by/return to: Daniel E. Bappe P.O. Box 127 Nevada, IA 50201 (515) 382-3578

EASEMENT

WHEREAS:

Charles W. Cairns, as Trustee of the Charles W. Cairns Revocable Trust dated December 11, 2017, and Shirley Ann Cairns, as Trustee of the Shirley Ann Cairns Revocable Trust dated December 11, 2017 (“Grantors”) are titleholders to the following-described real estate:

C & S Cairns Subdivision Plat 2, Story County, Iowa.

GRANT OF EASEMENT:

1. Grantors hereby conveys to the owner of Lot Two (2), C & S Cairns Subdivision Plat 2, Story County, Iowa, (“Grantee”) an easement for ingress and egress over, across and through the East 50.00 feet of the West 95.00 feet of the North 480.00 feet of the North 40 acres of the Northwest Quarter (NW1/4) of Section 30, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa.

2. Such easement is for purposes of access to Grantees’ real estate described above in Paragraph No. 1.

3. Grantees shall indemnify Cairns against any loss or damage which may be caused by the exercise of Grantees’ rights under this agreement.

4. Grantors and Grantees shall share equally in the maintenance of such easement.

5. Such easement shall run with the land and be binding on the parties’ heirs, successors and assigns.

DATED THIS 21ST DAY OF JULY, 2022.

Charles W. Cairns

Charles W. Cairns,
Trustee of the above-described Trust

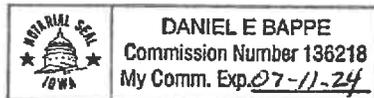
Shirley Ann Cairns

Shirley Ann Cairns,
Trustee of the above-described Trust

STATE OF IOWA, STORY COUNTY,

This instrument was acknowledged before me on the 21st day of July, 2022, by Charles W. Cairns, as Trustee of the Charles W. Cairns Revocable Trust dated December 11, 2017, and Shirley Ann Cairns, as Trustee of the Shirley Ann Cairns Revocable Trust dated December 11, 2017.

Daniel E. Bappe
Notary Public



CONSENT AND DEDICATION

KNOW ALL PERSONS BY THIS INSTRUMENT:

That Charles W. Cairns, as Trustee of the Charles W. Cairns Revocable Trust dated December 11, 2017, and Shirley Ann Cairns, as Trustee of the Shirley Ann Cairns Revocable Trust dated December 11, 2017, do hereby covenant that they are the lawful owners of real estate described as:

The Southwest Quarter of the Southwest Quarter and that part of the Northwest Quarter of the Southwest Quarter lying South of C & S Cairns Subdivision therein, all in Section 19, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, and all together being more particularly described as follows: Beginning at the Southwest Corner of said Section 19; thence N00°01'41"W, 2306.07 feet along the west line thereof to the Southwest Corner of said C & S Cairns Subdivision; thence N89°58'22"E, 1152.96 feet to the Southeast Corner thereof; thence S00°00'38"E, 2307.01 feet to the Southeast Corner of said Southwest Quarter of the Southwest Quarter; thence N89°58'50"W, 1152.25 feet to the point of beginning, containing 61.03 acres, which includes 2.38 acres of existing public right of way.

They hereby certify, acknowledge and declare that the platting of this real estate to be known as C & S CAIRNS SUBDIVISION PLAT 2, STORY COUNTY, IOWA, is with their free consent and in accordance with their desires as proprietors.

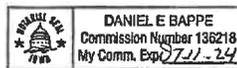
Charles W. Cairns, Trustee
Charles W. Cairns, Trustee
of the Charles W. Cairns Revocable Trust
dated December 11, 2017

Shirley Ann Cairns, Trustee
Shirley Ann Cairns, Trustee
of the Shirley A. Cairns Revocable Trust
dated December 11, 2017

STATE OF IOWA, STORY COUNTY,

This instrument was acknowledged before me on the 21st day of July, 2022, by Charles W. Cairns, Trustee of the Charles W. Cairns Revocable Trust dated December 11, 2017, and Shirley Ann Cairns, Trustee of the Shirley Ann Cairns Revocable Trust dated December 11, 2017.

Daniel E. Bappe
Notary Public in and for said State



ATTORNEY'S OPINION

I, Daniel E. Bappe, hereby state that I am an Attorney at Law, duly admitted to the practice of law in the State of Iowa, with offices at 511 J Avenue, Nevada, Iowa 50201. I further state that I have examined the Abstract of Title to the following described real estate:

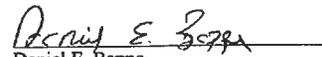
The Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) and that part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) lying South of C & S Cairns Subdivision therein, all in Section 19, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, and all together being more particularly described as follows: Beginning at the Southwest Corner of said Section 19; thence N00°01'41"W, 2306.07 feet along the west line thereof to the Southwest Corner of said C & S Cairns Subdivision; thence N89°58'22"E, 1152.96 feet to the Southeast Corner thereof; thence S00°00'38"E, 2307.01 feet to the Southeast Corner of said Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼); thence N89°58'50"W, 1152.25 feet to the point of beginning, containing 61.03 acres, which includes 2.38 acres of existing public right of way.

from the date of the root of title thereof, down to and including as of July 20, 2022, at 8:00A.M., last certified by Abstract and Title Services of Story County. The real estate is now known as C & S CAIRNS SUBDIVISION PLAT 2, STORY COUNTY, IOWA.

Based upon information within the Abstract of Title, it is my opinion that title to said real estate is as follows: an undivided one-half (1/2) interest in Charles W. Cairns, as Trustee of the Charles W. Cairns Revocable Trust dated December 11, 2017, and an undivided one-half (1/2) interest in Shirley Ann Cairns, as Trustee of the Shirley Ann Cairns Revocable Trust dated December 11, 2017, as Tenants in Common.

Based upon information within the Abstract of Title, it is my opinion that the real estate is further subject to easements and restrictions of record and the Zoning and Land Use Ordinances of Story County, Iowa.

Dated this 21st day of July, 2022


Daniel E. Bappe
511 J Ave.
Nevada, IA 50201



Memorandum

To: Story County Conservation Board
Through: Michael Cox, Director
From: Tyler Kelley, Vegetation Management Specialist
Date: August 16, 2022
Re: Consideration Of Purchasing A 2022 Ram 3500 Cab And Chassis With Flatbed

SCIRVM budgeted \$47,200 in FY22 for the purchase of a one-ton cab and chassis flatbed truck to assist in roadside management operations. Also, in accordance with the FY22 IRVM budget, a \$10,000 Living Roadway Trust Fund grant was submitted and received for funding assistance. The expense and revenue have been requested for an amendment to the FY23 budget.

This truck will replace the 2004 F-350 sold at auction in April of 2021. A truck was ordered early in FY22 but we were just informed that they will not be able to fill the order. Dealerships were then contacted regarding available inventory and a truck was located in Ames matching the revised requirements/specifications.

A 2022 Dodge 3500 Cab and Chassis truck was found at Deery of Ames and a Knapheide flatbed was already on order at Truck Equipment Inc. that would fit this truck. The costs of the truck and flatbed were quoted at \$48,290.00 and \$10,302.00 respectively, for a total cost of \$58,592.00, resulting in an over-budget expense of \$11,392.00.

Staff urges your approval.

Approval

8.16.22

Date

Disapproval

Date

Tyler H. Kelley

From: Parker Kraus <parker.kraus@deeryames.com>
Sent: Wednesday, August 10, 2022 2:40 PM
To: Tyler H. Kelley
Subject: RE: Story County Conservation Bid

[External Sender - Please Use Caution]

Good afternoon Tyler,

Apologies on the delay! My bid for the Ram 3500 Cab & Chassis R4218:

MSRP: \$55,030

Bid Price: \$48,290

If you have a trade please let me know and I can get that evaluated. If you would like the cost of the body added to the purchase agreement with the truck please let me know.

Thank you!

Parker Kraus
Commercial Account Manager
515.815.2034 Cell
515.509.2875 Office
Deery of Ames



From: Jim Woosley <jim.woosley@deeryames.com>
Sent: Tuesday, August 9, 2022 9:44 AM
To: tkelley@storycountyiowa.gov
Cc: Parker Kraus <parker.kraus@deeryames.com>
Subject: Story County Conservation Bid

Good day Tyler, it was nice talking with you earlier. Tyler said he is with a different Story County group than Hunter. Parker, please get a bid together for R4218 and send it to Tyler. Pete has the bed coming in September for the truck. Tyler may have to take this in front of the board of supervisors for approval. I told him it would likely be late this afternoon before you could respond.

Tyler Kelly PH: 641.485.5262

Thank you for the opportunity and have a great week,

Jim

Jim Woosley
Commercial Manager

Deery of Ames
1700 SE 16th Street
Ames, IA 50010-6430
Mobile: 515.298.3386
Office: 515.509.2875



QUOTE

Quote ID: Q15313 Rev: 0

Quote Date: 8/4/2022

Quote Valid Until: 8/19/2022

P.O. Box 3265
Des Moines, IA 50316

Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax:(515) 266-7878

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Customer: 60047

Story County Conservation
Mc Farland Park
58461 180th St
Ames, IA 50010

Contact: Tyler Kelly

Phone: (515) 232-2516

Fax:

Salesperson: Pete Hill

Make: Ram	Model: 3500 Gas	Year: 2022	Single/Dual: Dual
Cab Type:	Wheelbase: 0	Cab-to-Axle: 56	VIN:

FURNISH AND INSTALL:

1 - KNAPEIDE GOOSENECK PLATFORM MODEL PGTB-96

Price includes the following features:

- Installed LED marker lights and license plate light
- Installed oval LED S/T/T and B/U lights in the bulkhead and rear tailskirt
- Installed 6-circuit wire harness
- Installed 7-way trailer plug in the rear skirt
- 34" long sill spacing
- Fuel fill cup installed in street side rail at rear
- B & W Turnoverball gooseneck hitch with 2-5/16" ball included. Hitch rated at 30,000 lbs maximum trailer weight, 7,500 lbs maximum tongue weight

OPTIONS INCLUDED IN PRICE:

- One pair of rear mudflaps
- 2- Knapheide TBU30148(30"Lx18"SQ) under body toolbox one on each side
- 4) 8200S-A 8 light amber LED surface mount strobes - 2 on grill and 2 on the rear of the body
- 1) 454101L-25 Federal signal amber mini bar mounted on the top of the bulkhead
- Class 21K 2 1/2" receiver hitch
- RV style trailer plug
- Install factory backup camera if euipped
- Rear Timbren overload springs
- Class V receiver hitch
- RV style trailer plug

Sub Total:	\$10,302.00
Discount:	
Sales Tax:	\$0.00
Grand Total:	\$10,302.00

Customer must fill out the information below before the order can be processed...

Accepted by:	
--------------	--



QUOTE

Quote ID: Q15313 Rev: 0

Quote Date: 8/4/2022

Quote Valid Until: 8/19/2022

P.O. Box 3265
Des Moines, IA 50316

Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax:(515) 266-7878

Page 2 of 2

Date:	
P.O. Number:	

- * Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- * Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.