

The Board of Supervisors met on 9/20/22 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](http://storycountyiowa.gov)). Faisal announced that today is National Voter Registration Day, and next week's Board meeting is being held at the Justice Center, Sheriff's Office Squad Room, due to installation of new audiovisual equipment in the Public Meeting Room.

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

**EMERGENCY MANAGEMENT QUARTERLY REPORT:** Melissa Spencer, Coordinator, reported on interjurisdictional planning, training, staffing, and multi-county mitigation plan review.

**MINUTES:** 9/13/22 Minutes – Murken moved, Heddens seconded the approval of 9/13/22 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 9/21/22, in Planning & Development for Daunte Thompson @ \$15.00/hr; effective 9/26/22, in a) Sheriff's Office for Katie Judge @ \$1,815.24/bw; effective 9/27/22, in a) Attorney's Office for Jamilah Abed @ \$12.00/hr; 2) re-hire, effective 9/26/22, in Auditor's Office for Kathy Berrett @ \$15.00/hr; Laureen Borg @ \$15.00/hr; Susan Braland @ \$15.00/hr; Marylou Nelson @ \$15.00/hr. Heddens moved, Murken seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

Murken requested to remove Consent Agenda item #2 for individual consideration. Murken moved, Heddens seconded the approval of the Consent Agenda with noted exception.

1. 28E Agreement between Animal Control and the City of Zearing, effective upon signature through 6/30/23
3. Request for Proposals for Planning Consulting Services for Implementation of The Housing Action Plan
4. Contract between Sheriff's Office and Gilbert Community School District for Security, effective 9/24/2022, for \$65.00/hr
5. Service Agreement with Fifth Asset, Inc. doing business as Debt Book for Accounting Standards Compliance Services for
6. Utility Permits: #23-6565, #23-6566, #23-6567, #23-6574

Roll call vote. (MCU)

2. Letter to Ames Urban Fringe Plan cooperators on changes to the draft plan based on public input – Murken stated no changes the terms decided to the letter, but to explain in terms of the public comments and to clarify; she passed out copies to the Board and Clerk, and to amend the draft letter to include these explanations. (See 092022 Minute Packet on website: [storycountyiowa.gov](http://storycountyiowa.gov)) Heddens moved, Murken seconded the approval of the letter to Ames Urban Fringe Plan Cooperators on Changes to the Draft Plan based on Public Input including the additional written comments presented today. Roll call vote. (MCU)

**SALARY EXCEPTION FOR ADMINISTRATION COMMANDER, EFFECTIVE 9/11/22:** Sheriff Paul Fitzgerald, reported on his request. Discussion took place. Captain Nick Lennie provided additional detail. Director of Internal Operations and Human Resources Alissa Wignall reported on the compensation study appeal process as well as the County's process for salary exceptions. Additional discussion took place. Faisal stated she would like the Sheriff's request to go through the appeal process. Fitzgerald thanked the Board and stated he will consider the appeal process.

**FIREWALL REPLACEMENT PROJECT IN AMES AND NEVADA:** Barb Steinback, Information Technology (IT) Director, reported on the new firewall and expected timeline. She asked for questions. Steinback recommended opting for Heartland Business Systems. Murken moved, Heddens seconded the approval of Heartland Business Systems for Firewall Replacement Project in Ames and Nevada. Roll call vote. (MCU)

**QUOTE FOR INTERNET CONNECTION AT THE HUMAN SERVICES CENTER (HSC) BUILDING FROM**

**AUREON FOR A 36-MONTH TERM FOR \$438.00 PER MONTH:** Barb Steinback, Director, reported on in Ames a few options as carriers, the current connections and needs at the HSC building with future growth, and can handle in current budget. Heddens moved, Murken seconded the approval of the Quote for Internet Connection at the HSC Building from Aureon for 36 months term for \$438.00/mo. Roll call vote. (MCU)

**PURCHASING A 2022 RAM 2500 CREW CAB TRUCK FROM STEW HANSEN'S FOR \$45,966.00 (\$8,266.00 OVER BUDGET):** Ryan Wiemold, Parks Superintendent, reported budget for a new vehicle, and estimated trade-in value at auction. He clarified he is asking for additional funding. Murken stated if the Conservation budget cannot absorb the difference, the department can return to the Board later in the year. Murken moved, Heddens seconded the approval of Purchasing a 2022 Ram 2500 Crew Cab Truck from Stew Hansen's for \$45,966.00 from current funds. Roll call vote. (MCU)

**PURCHASING A 2022 RAM 3500 TRUCK WITH FLATBED AND TOOL BOX/HAZARD LIGHT INSTALLATION, TOTAL COST \$62,804.00 (\$15,604.00 OVER BUDGET):** Joe Kooiker, Weed Commissioner, reported on budget options. Heddens moved, Murken seconded the approval of the purchase of a 2022 Ram 3500 Truck with flatbed and tool box/hazard light installation for \$62,804.00 to be covered from the current budget. Roll call vote. (MCU)

**SPONSORSHIP OF THE AMES CHAMBER OF COMMERCE'S 2022 SYMPOSIUM ON BUILDING INCLUSIVE ORGANIZATIONS:** Faisal reported on diversity, inclusion, and equity (DEI) efforts. Discussion took place. Murken moved, Heddens seconded the approval of Sponsorship of the Ames Chamber of Commerce 2022 Symposium on Building Inclusive Organizations at the \$5,000.00 level. Roll call vote (MCU)

**DISCUSSION OF OPTIONS FOR MOTOR GRADER LEASE RENEWAL:** Darren Moon, Engineer, reported on lease history, the current lease, and future options. Discussion took place.

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

**SUPERVISORS:** All Board members listed multiple upcoming meetings.

Heddens moved, Murken seconded to adjourn at 11:47 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Meeting Agenda  
Administration Building  
900 6th St., Nevada, IA  
9/20/22

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](http://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:
  - I. Emergency Management Quarterly Report - Melissa Spencer  
  
Department Submitting Auditor  
  
Documents:  
  
EMA.PDF
7. CONSIDERATION OF MINUTES:
  - I. 9/13/22 Minutes  
  
Department Submitting Auditor
8. CONSIDERATION OF PERSONNEL ACTIONS:
  - I. Action Forms

1) new hire, effective 9/21/22, in Planning & Development for Daunte Thompson @ \$15.00/hr; effective 9/26/22, in a) Sheriff's Office for Katie Judge @ \$1,815.24/bw; effective 9/27/22, in a) Attorney's Office for Jamilah Abed @ \$12.00/hr; 2) re-hire, effective 9/26/22, in Auditor's Office for Kathy Berrett @ \$15.00/hr; Laureen Borg @ \$15.00/hr; Susan Braland @ \$15.00/hr; Marylou Nelson @ \$15.00/hr.

Department Submitting HR

9. CONSENT AGENDA:

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

I. Consideration Of 28E Agreements Between Animal Control And The Following Cities: Zearing Effective Upon Signature-6/30/23

Department Submitting Animal Control

Documents:

28E AGREEMENT.PDF

II. Consideration Of Letter To Ames Urban Fringe Plan Cooperators On Changes To The Draft Plan Based On Public Input

Department Submitting Planning and Development

Documents:

LETTER.PDF

III. Consideration Of Request For Proposals For Planning Consulting Services For Implementation Of The Housing Action Plan

Department Submitting Board of Supervisors

Documents:

HAP RFP.PDF

IV. Consideration Of Contract Between Sheriff's Office And Gilbert Community School District For Security, Effective 9/24/2022, For \$65.00/Hr

Department Submitting Sheriff

Documents:

GILBERT.PDF

V. Consideration Of Service Agreement With Fifth Asset, Inc. D/B/A Debt Book For Accounting Standards Compliance Services

Department Submitting Auditor

Documents:

DEBTBOOKAGREEMENT.PDF

VI. Consideration Of Utility Permit(S): #23-6565, 23-6566, 23-6567, 23-6574

Department Submitting Engineer

Documents:

UT 23 6565.PDF

UT 23 6566.PDF

UT 23 6567.PDF

UT 23 6574.PDF

10. PUBLIC HEARING ITEMS:

11. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Salary Exception For Administration Commander Effective 9/11/22 - Fitzgerald And Nick Lennie

Department Submitting Sheriff

Documents:

SALARY EXCEPTION.PDF

II. Discussion And Consideration For Firewall Replacement Project In Ames And Nevada - Barb Steinback

(Quotes Confidential)

Department Submitting Information Technology

III. Discussion And Consideration Of Quote For Internet Connection At The HSC Building From Aureon 36 Month Term For \$438.00/Mo - Barb Steinback

Department Submitting Information Technology

Documents:

HSC INTERNET CONNECTION.PDF

IV. Discussion And Consideration Of Purchasing A 2022 Ram 2500 Crew Cab Truck From Stew Hansen's For \$ 45,966.00 (\$8,266.00 Over Budget)- Ryan Wiemold

Department Submitting Conservation

Documents:

2022 RAM 2500.PDF

- V. Discussion And Consideration Of Purchasing A 2022 Ram 3500 Truck W/Flatbed And Tool Box/Hazard Light Installation, Total Cost \$62,804.00 (\$15,604.00 Over Budget) - Joe Kooiker

Department Submitting Conservation

Documents:

2022 RAM 3500.PDF

- VI. Discussion And Consideration Of Sponsorship Of The Ames Chamber Of Commerce: 2022 Symposium On Building Inclusive Organizations – Latifah Faisal

Department Submitting Board of Supervisors

Documents:

SCBOS SYMPOSIUM.PDF

12. DEPARTMENTAL REPORTS:

13. OTHER REPORTS:

- I. Discussion Of Options For Motor Grader Lease Renewal - Darren Moon

Department Submitting Engineer

Documents:

MOGO 2022.PDF

14. UPCOMING AGENDA ITEMS:

15. 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.

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

17. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

9/20/22

NAME

ADDRESS

Melissa Spencer  
Barb Steinback  
Clint Myer  
Nicholas Lunte  
Paul H. Fitzgerald  
Bill Sullivan  
Joe Kovilzer  
DANIEL MOON  
KYLIE VANBE  
Greg Pirkopp  
Amelia Scheneman

CEEMA  
SC IT  
SC IT  
Sheriff's Office  
Sheriff  
322 Hilltop Rd Ames 50014  
IARM SCC  
ENG  
2122 LEOPOLD DR AMES  
Ames Chamber/EOC  
PID

Return to & Prepared by Anna Henderson, Story County Animal Control, 975 West Lincoln Way, Nevada, IA 50201 515-382-3338

## ANIMAL RESCUE SERVICE CONTRACT

This contract and Agreement is entered into by and between Story County, Iowa and the City of Zearing, Iowa pursuant to the authority, and by the procedures of Chapter 28E, Code of Iowa.

1. Purpose:

Under this contract, Story County shall provide said City with services of domestic animal rescue as set forth more specifically in succeeding paragraphs herein with the exception of 2(e) and (f). Story County will not provide service with regard to wild animals except as noted below in the Scope of Services, and in the sole discretion of Story County.

2. Scope of services (pursuant to Story County Code of Ordinances):

- a. Transportation of animals impounded by the contracting city.
- b. Shelter and board for the impounded animals.
- c. Issuance of applicable impoundment charges on impounded animals pursuant to Story County Code of Ordinances.
- d. Cat, dog, and other small domesticated animal adoption service for appropriately impounded animals.
- e. Investigation and disposition of rabid, sick or injured animals.
- f. Supervision of quarantine procedures and rabies testing.
- g. Collection and impounding of City trapped cats.
- h. Arrange for emergency veterinary care or provision of first-aid treatment.
- i. Provision of humane euthanasia of unclaimed cats and dogs pursuant to Iowa Code 351.37.
- j. Rescue of animals in unusual or emergency circumstances (i.e. flood waters, fire, etc., with permission from appropriate City Official).
- k. One letter sent to resident of said City when requested by said City and only after prior attempts at resolution by City.

Any other animal control related problem may be dealt with at the Animal Control Officer's discretion.

**\*The City understands that all service is subject to the Animal Control Officer's availability and discretion with the expressed approval of a City Official, except in emergencies.\***

~~AD~~ Check and Initial here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: 641-352-0469.

3. Consideration: (Quarterly billing)

The City will pay Story County, Iowa, based on the following fee schedule:

(No trip charge will be assessed from 8:00 a.m. to 3:00 p.m., Monday – Friday)

- a. \$50.00 per officer involved, per trip between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.
- b. \$25.00 per trip for investigations (regardless of whether or not an animal is detained), confining an animal, and other services as needed.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding and transportation costs.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding and transportation costs.
- e. \$5.50 per day up to a maximum of seven (7) days per unclaimed exotic animal for boarding and transportation costs.
- f. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock for boarding and transportation costs. Depending on animal size, if a trailer is needed to transport an animal, add an additional \$35.00.
- g. \$15.00 for euthanasia of each unclaimed or unwanted cat no held for seven (7) days, due to sickness, injury or rabies testing.
- h. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for seven (7) days, due to sickness, injury or rabies testing.
- i. \$20.00 for euthanasia of each wild animal species such as opossum, raccoon, etc.
- j. \$5.00 per day for rental of cat box trap.
- k. \$8.00 per day for rental of dog box trap.
- l. \$10.00 per citation issued at the request of said City.
- m. \$10.00 handling/transportation charge for all domestic animals held less than seven (7) days.

n. At the discretion of said City and Animal Control, an animal may be held and boarded for less than a minimum seven (7) days if the animal is:  
Significantly sick or injured, ill-tempered or vicious, feral/wild (not adoptable, applicable to cats and dogs only), believed to have been exposed to a disease infectious to animals or humans.

4. Rescue and removal charges:

For any animal in unusual or emergency circumstances - \$50.00 per trip, per Animal Control Officer needed, and any other applicable fees (which may include, but are not limited to, Sheriff's Office invoices for service).

All diagnostic and/or quarantine costs shall be paid by the City.

5. Recording requirements:

In Accordance with Iowa Code Chapter 28E, a copy of this agreement shall be filed with the Secretary of State and recorded with the Story County Recorder.

6. Termination:

Either party may terminate this agreement without penalty at any time by giving written notice at least thirty (30) days before the effective date of such termination.

7. Effective date:

This agreement shall become effective upon formal passage and execution of the Board of Supervisors above named and upon filing of this agreement with the Secretary of State of Iowa.

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2022, and terminating on June 30, 2023. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

This agreement may not otherwise be amended or altered without a written, signed, and filed amendment to the agreement executed by the parties hereto.

In witness whereof the parties hereto have, by their authorized representatives, executed this agreement.

Story County, Iowa

By: [Signature] 9.20.22  
Chairperson Date

City of Zearing

By: [Signature] 8-30-22  
Mayor Date

ATTEST

[Signature] 9.20.22  
Auditor Date

[Signature] 8-30-22  
Clerk Date

Story County Animal Control

By: [Signature] 9/2/22  
Animal Control Director Date



**STORY COUNTY  
BOARD OF SUPERVISORS  
LISA K. HEDDENS  
LINDA MURKEN  
LATIFAH FAISAL**

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

September 20, 2022

Mayor John Haila and Members of the Ames City Council  
City of Ames  
515 Clark Avenue  
Ames, IA 50010

Mayor Jon Popp and Members of the Gilbert City Council  
City of Gilbert  
105 SE 2<sup>nd</sup> Street  
Gilbert, IA 50105

**RE: Changes to the Draft Ames Urban Fringe Plan Based on Public Input**

Dear Mayor Haila, Mayor Popp, and City Council Members,

As you are aware, a draft of the Ames Urban Fringe Plan was made available for public review and comment on May 17, 2022. The public comment period occurred through June 14, 2022. A general comment form, as well as an interactive map where comments could be made, were available on the Story County Planning and Development Department's website. Three public meetings were also held. A public presentation of the Plan was given on May 23, 2022, at the Ames Public Library and comments were received in a public hearing format at that meeting. Two open house meetings were also held where staff were available to answer questions. The open house meetings were held at Gilbert City Hall and Oakwood Church on May 26, 2022, and June 7, 2022, respectively. Over 150 participants attended the meetings. Almost 100 map comments and 25 form submissions during the month-long comment period were received along with phone calls and emails. All comments and a transcript of the May 23, 2022, meeting have been provided to city staff.

Story County greatly appreciates everyone who provided comments and has been engaged in this process. The Plan covers many complex issues that residents of the planning area passionately care about. The County has considered all comments received and looks forward to the cooperators doing the same. We also ask for your consideration of several changes to key areas of the Plan in response to public input. By taking these comments into account, the County believes the Ames Urban Fringe Plan will be mutually beneficial to the City of Gilbert, City of Ames, Story County, and the residents we serve.

The main issue areas identified by the County in review of the comments received include:

- Opposition to the annexation of existing rural residential developments and their inclusion in the Urban Growth designation. Most comments were specific to the Meadow Glen area, a residential development along Meadow Glen Road (east of State Avenue), south of Ames.
- Opposition to the annexation of certain Environmentally Sensitive Areas and their inclusion in Urban Growth areas. Specifically, a property commonly known as the Champlin Farms property, an approximately 137-acre property to the southwest of Meadow Glen along Dartmoor and Zumwalt Station Road, which contains a portion of Worle Creek and a tributary.
- Opposition to the Urban Reserve Overlay. Most comments identified that too large of an area was identified as Urban Reserve. They also identified that it is an area in which Ames does not have plans to grow during the life of the Plan but places additional land use restrictions on property owners. Specifically, concerns were raised about the Urban Reserve Overlay applied to the area between Ames and Gilbert and southwest of Ames, including Iowa State University-owned land. Comments identified that these areas should be preserved and were not areas where city growth should occur.
- Opposition to proposed limitations on conditional uses in the Urban Reserve Overlay and Urban Growth areas.
- Opposition to the limitations on the division of land to create new, buildable lots for dwellings in the Urban Reserve Overlay and Agriculture and Farm Service designation.
- Opposition to restrictions on new rural residential development.

Based on these issues, the County proposes the following changes:

- Remove the strategy to limit certain conditional uses through an amendment to the County's Land Development Regulations.
- Supplant the Urban Reserve Overlay's annexation policies with a policy that annexation of areas in the Urban Reserve Overlay is not permitted during the life of the Ames Urban Fringe Plan. Additionally, further discuss reducing the area mapped with the Urban Reserve Overlay.

*This policy change is requested in response to the comments regarding the area between Ames and Gilbert and southwest of Ames, including Iowa State University-owned land. However, generally regarding the Urban Reserve Overlay, the County has concerns that growth in these areas during the life of the Plan may detract from the viability of infill opportunities or the cooperators' Urban Growth areas. The County appreciates Ames Plan 2040's attention to infill development and focus on priority growth areas. We also appreciate Ames' work on its Climate Action Plan and efforts to reduce greenhouse gas emissions. Towards sustainability goals, we want to ensure that growth occurs in areas that are near city boundaries to reduce vehicle miles traveled and increase access to alternative transportation. We also want to ensure growth occurs in areas that have planned land use scenarios with a mix of uses and densities, such as the Urban Growth areas.*

- Consider adding a policy that the County is not agreeing to support the annexation of Urban Growth or Urban Reserve Overlay areas through the adoption of the Plan and shall review all annexation requests at the time of a request to determine whether to support, or not support, an annexation. The County's review may also include recommendations on protections for environmentally sensitive areas.

*While annexation in accordance with the Plan and the Land Use Framework Map is required, by adopting the Plan and its policies that annexation is compatible with a given land use designation, the County is not agreeing to support any specific annexation request in these areas. The other cooperators may also wish to clarify that they are not committing to approve all annexation requests conforming to the Plan by adopting the Plan and its policies. This policy would also create a clear review procedure for annexation requests.*

- Consider adding a policy that the annexation of properties in the Urban Reserve Overlay (if permitted) should be weighed against the Urban Growth areas' development, planned infrastructure investments in the areas, and their viability. This would be in addition to the policy that "annexation is coordinated with the timely and efficient provision of adequate public facilities and services. Annexation shall be permitted when city infrastructure is available or planned to be available to serve the development. Infrastructure includes for streets, wastewater treatment, and potable water distribution of sufficient size to support emergency services. Infrastructure extensions should be logical and beneficial to overall goals for the growth of an area and not just for the convenience of one development project."
- Consider mapping the Champlin Farms property as Agriculture and Farm Service with the Urban Reserve Overlay, but not as annexable, and the areas to the east along State Avenue and Meadow Glen Road as Rural Residential – Existing.

*The County is requesting the area's designation be changed from Urban Growth to reduce its priority for annexation. This is in response to public input and to ensure the area does not detract from Urban Growth areas that are the city's priority for growth. Annexation during the life of the Plan may be premature given the city's lower priority for growth to the southwest versus other areas designated as Urban Growth.*

- Extend the Urban Growth area adjacent to Gilbert one-half mile north of 170<sup>th</sup> to match their Comprehensive Plan.

*This would create uniform policies to follow when reviewing development requests in Gilbert's growth area.*

- Simplify the policy for reducing lot sizes for dwellings in the Agriculture and Farm Service designation and adopting the same policy in the Urban Reserve Overlay as follows:

*Divisions for the creation of new development lots are not permitted. Parcels with existing dwellings or parcels on which a dwelling may be constructed ~~35 net acres or greater in size~~ may be divided once for the purpose of reducing their size ~~constructing a dwelling on a parcel between~~ to a minimum of one and a maximum five net acres, if permitted by County zoning requirements (e.g., through farmstead, LESA, or residential parcel subdivision exceptions). The remaining land shall not be considered buildable for a dwelling and be preserved as an outlot, through a deed, or by other restriction.*

- Add an implementation strategy for the County to consider allowing Accessory Dwelling Units, or second dwellings.

*The County will be considering this change to its code in the next year and wanted to make the other cooperators aware. This strategy may also address the public comments concerned with the restriction on the creation of new lots for single-family dwellings in the Agriculture and Farm Service and Urban Reserve Overlay designations.*

- Remove the limitation on the amount of land (40 acres) that can be requested to be amended to Rural Residential – Expansion through an individual Land Use Framework Map Amendment request.

*With the target of no more than 60 new rural subdivision lots, allowing a larger area to be requested to be amended could result in better site design and more open space preserved while not resulting in an oversupply of rural subdivision lots.*

- Removing the restriction on the number of times per year the cooperators hear Land Use Framework Map amendment requests and clarify the process to request an amendment to the Rural Residential—Expansion designation for properties in the Urban Reserve Overlay.

*This restriction may make it prohibitive for a buyer to enter into an agreement to purchase land on the condition that it is first amended to a designation that allows a certain development prior to purchase. Additionally, the draft Plan does not make an amendment request to the Rural Residential—Expansion designation for properties in the Urban Reserve Overlay possible without first amending the text of the Plan. This process should be clarified in the Plan.*

- Remove parcels inadvertently included in the planning area that are outside of Ames’ two-mile review area.
- Consider allowing the reconfiguration or division of land in the Agriculture and Farm Service Designation and Urban Reserve Overlay for commercial or conditional uses, similar to the allowance to reduce the lot size for single-family dwellings. No new development lots could be created for additional commercial or conditional uses. The County may consider a policy to route these plats to the other cooperators for comment related to their subdivision standards.

The County would request the cooperators consider these issues and others raised by the public comments. County Planning and Development staff is available to work through these issue areas and changes with the cooperators and their staff. However, if an agreement between the cooperators cannot be reached on these issues, the County would propose a work session to seek mutually agreed upon solutions. The County understands that while the cooperators may have different goals, having a plan and policies for the fringe area is necessary to facilitate orderly, efficient growth in the interest of all those involved. Thank you and we look forward to continuing to work with you on this Plan.

Sincerely,



Latifah Faisal, Chair  
Story County Board of Supervisors

## Linda S. Murken

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**From:** Amelia Q. Schoeneman  
**Sent:** Monday, September 19, 2022 10:31 AM  
**To:** Linda S. Murken  
**Subject:** RE: Potential Changes for Letter

- Supplant the Urban Reserve Overlay's annexation policies with a policy that annexation of areas in the Urban Reserve Overlay is not permitted during the life of the Ames Urban Fringe Plan. Additionally, further discuss reducing the area mapped with the Urban Reserve Overlay.

*This policy change is requested in response to the comments regarding the area between Ames and Gilbert and southwest of Ames, including Iowa State University-owned land. However, generally regarding the Urban Reserve Overlay, the County has concerns that growth in these areas during the life of the Plan may detract from the viability of infill opportunities or the cooperators' Urban Growth areas. The County appreciates Ames Plan 2040's attention to infill development and focus on priority growth areas. We also appreciate Ames' work on its Climate Action Plan and efforts to reduce greenhouse gas emissions. ~~The County recognizes that both cooperators may be interested in annexing portions of the Urban Reserve and has concerns that growth in these areas during the life of the Plan may detract from the viability of infill opportunities or the cooperators' Urban Growth areas.~~ Towards sustainability goals, we want to ensure that growth occurs in areas that are near city boundaries to reduce vehicle miles traveled and increase access to alternative transportation. We also want to ensure growth occurs in areas that have planned land use scenarios with a mix of uses and densities, such as the Urban Growth areas.*

**From:** Amelia Q. Schoeneman  
**Sent:** Monday, September 19, 2022 10:02 AM  
**To:** Linda S. Murken <LMurken@storycountyiowa.gov>  
**Subject:** Potential Changes for Letter

Linda,

I highlighted the changes you could proposed to add in more specifics on the comments received.

-Amelia

The main issue areas identified by the County in review of the comments received include:

- Opposition to the annexation of existing rural residential developments and their inclusion in the Urban Growth designation. Most comments were specific to the Meadow Glen area, a residential development along Meadow Glen Road (east of State Avenue), south of Ames.
- Opposition to the annexation of certain Environmentally Sensitive Areas and their inclusion in Urban Growth areas. Specifically, a property commonly known as the Champlin Farms property, an approximately 137-acre property to the southwest of Meadow Glen along Dartmoor and Zumwalt Station Road, which contains a portion of Worle Creek and a tributary.
- Opposition to the Urban Reserve Overlay. Most comments identified that too large of an area was identified as Urban Reserve. They also identified that it is an area in which Ames does not have plans to grow during the life of the Plan but places additional land use restrictions on property owners. Specifically, concerns were raised

about the Urban Reserve Overlay applied to the area between Ames and Gilbert and southwest of Ames, including Iowa State University-owned land. Comments identified that these areas should be preserved and were not areas where city growth should occur.

- Opposition to proposed limitations on conditional uses in the Urban Reserve Overlay and Urban Growth areas.
- Opposition to the limitations on the division of land to create new, buildable lots for dwellings in the Urban Reserve Overlay and Agriculture and Farm Service designation.
- Opposition to restrictions on new rural residential development.

Amelia Schoeneman, AICP  
Director, Planning and Development  
Story County  
900 6<sup>th</sup> Street  
Nevada, IA, 50201  
515.382.7251  
[aschoeneman@storycountyiowa.gov](mailto:aschoeneman@storycountyiowa.gov)

She/her/hers



Engaging our diverse communities to responsibly provide quality opportunities and services that matter  
Accountability | Collaboration | Environment | Equity | Inclusivity | Innovation | Wise Use Of Resources

**APPROVED**  
Board Member Initials: *[Signature]*  
Meeting Date: 9-20-22  
Follow-up action: \_\_\_\_\_

**REQUEST FOR PROPOSAL FOR  
PLANNING CONSULTING SERVICES FOR IMPLEMENTATION OF THE  
HOUSING ACTION PLAN  
Story County, Iowa**

Story County, Iowa ("County") seeks proposals and cost estimates for planning consulting services ("Consulting Services") from November 1, 2022, through December 31, 2022, for the implementation of the Housing Action Plan with services including, but not limited to: staff support; planning; and other services as determined by Story County or as described in this Request for Proposal ("RFP").

The consultant selected from the RFP will be engaged after competitive evaluation based on the "Selection Criteria" set forth in this request.

This request invites consultants to submit proposals for accomplishment of the items of work specified below under Scope of Work. Proposals should be prepared and submitted in accordance with the guidelines and requirements set forth in this request.

**Sealed proposals:** Consultant will deliver one (1) hard copy and one digital format (CD or flash drive) to the following address:

Story County Board of Supervisors  
c/o County Outreach and Special Projects Manager  
Story County Administration  
900 6th Street  
Nevada, Iowa 50201

The envelope must be clearly marked "SEALED RFP". The name of the firm and contact person must be listed on the outside of the envelope. Any restrictions on the use of data within proposals must be clearly stated in the proposal itself. Non-disclosure cannot be guaranteed after the selection stage of this procurement due to public record laws.

**Proposal Deadline:** 12:00 PM CST, September 30, 2022

Proposals received after the proposal deadline will be considered late and will not be accepted. Proposals may be withdrawn and/or modified in writing prior to the submission deadline. Request for withdrawal must be in writing by the contact person named on the outside of the envelope. Proposals that are resubmitted must be sealed and received prior to the submission deadline. Each Consultant may submit only one proposal.

### Scope of Work

Attached to this RFP is the adopted Housing Action Plan completed by Story County, Iowa. The Housing Action Plan was developed to define strategies and approaches to meet the overall goals of identifying affordable housing needs and developing housing solutions, and was preceded by the Story County Housing Study (2021). The Story County Housing Study reviewed data available on Story County's (including all communities except the City of Ames) housing needs and the available housing stock to identify gaps.

The Housing Study is available to review on Story County's website at <https://www.storycountyiowa.gov/DocumentCenter/View/12300/Final-Story-County-Housing-Study>. In the attached Housing Action Plan, the *Table of Action Steps* beginning on page 6 defines Goals, Strategies and Tools to work towards implementation of the *Story County Housing Study*. Goals, Strategies, and Tools listed are not in any kind of priority order. (As the City of Ames was not included in the *Story County Housing Study*, these Goals/Strategies, and Tools listed are not applicable to the City of Ames.)

The scope of work to be performed by the Consultant will include, but is not limited to the following listed tools from the Housing Action Plan (attached). These tools are identified in that Plan to be "Consultant-led", however will require strong ongoing working relationship with Story County staff and other partners.

Tools are listed in accordance with the associated timeframe from the Housing Action Plan. Those timeframes include:

- **Immediate/Short Term:** consider/implement within 1-3 years from adoption of the plan.
- **Medium Term:** consider/implement within 5 years from adoption of the plan.
- **Long Term:** consider/implement within 10 years from adoption of the plan.

**As part of the proposal, Consultant will present a prioritized approach to address the outlined tools from the Plan and explain this "priority-setting" process for organizing and assigning work efforts.**

#### **Immediate/Short Term Timeframes**

- **Tool 1.a-d** Infrastructure cost-sharing. Explore the creation of partnerships and programming that allow local jurisdictions as well as non-profits and other third parties to partner with developers/builders for the cost-share of infrastructure installation costs associated with affordable housing construction.
- **Tool 1.a-e** Land assembly. Identify a "Demonstration Pilot Project", working with development-oriented local landowners to solidify a legacy project that serves as a demonstration and best practice model.
- **Tool 1.a-f** Land Assembly. Develop an inventory of Public-Owned Lands, identifying surplus, unused, or underused public lands or sites for reuse as housing.
- **Tool 1.a-g** Develop Community Speculative Home Program for jurisdictions with shovel ready sites/infill sites (communities act as the applicant in partnership with developer/builder).
- **Tool 1.a-h** Upon identification of available sites, pre-purchase Homes for Iowa houses for placement on sites. Development of eligibility requirements for purchase of the properties as well as individual and community financial contributions must be determined as part of the overall process.
- **Tool 1.a-i** Land Assembly. Infill Opportunities, identifying vacant lots within communities, prepare a redevelopment plan for clustered sites to guide developers and builders.
- **Tool 3.a-a** Create and act on new policies around incentives and financing mechanisms to target missing product types.
- **Tool 3.b-a** Evaluation of potential reuse space in downtown and commercial buildings and spaces (this includes the potential funding mechanisms available to jurisdictions to support such efforts.)

- **Tool 3.b-b** Identify partnerships to develop a Resource Guide to assist communities in the potential opportunities and how to evaluate properties, including examples and case studies.
- **Tool 3.c-a** Evaluation of zoning requirements and revisions necessary to support ADUs and provide pre-approved plan sets for ADUs. Contract with appropriate design professionals to create package plans.
- **Tool 3.e-a** Identify strategically placed but underdeveloped properties and determine what barriers exist to developing desired housing types.
- **Tool 4.a-a** Identify and develop partnerships with organizations that provide or support low income, workforce, and senior housing as well as other populations with unique housing needs.
- **Tool 4.d-a** Develop a comprehensive funding strategy and guide identifying current resources available for affordable housing that addresses current and potential sources of funding and how the funds should be spent.
- **Tool 5.b-b** Continue to provide funding for rehab programs for owner-occupied structures and help market existing programs.
- **Tool 5.b c** Market existing energy efficiency and emergency programs throughout Story County. Review ideas for expanding the program to include offering to first-time home buyers and the senior residents.
- **Tool 5.b-e** Review and establish a homebuyer assistance fund grant/forgivable loan program for entry-level homeownership opportunities, providing funding for down payment and closing cost assistance. Income eligibility would require households with incomes at or below 80% of the area median income, and would apply for first-time homeowners and/or those not owning a home within the last three years.
- **Tool 5.b-f** Establish a program to preserve and maintain healthy and viable manufactured home parks.
- **Tool 5.b-g** Establish and actively promote homebuyer education and financial literacy programs.
- **Tool 6.a-a** Develop database of existing ordinances from communities in Story County. Using these resources, cities should establish codes that are most appropriate for their community. Development of similar ordinances across the County can create an easier building environment for developers.
- **Tool 6.a-b** Develop a plan for adapting vacant commercial space into housing.
- **Tool 6.b-a** Development and establish jurisdiction-specific administrative site plan approval processes applicable when housing meets jurisdictional comprehensive plan goals and targeted housing needs.
- **Tool 6.c-a** Reduce parking requirements and/or consider adoption of parking maximums for residential uses, including for multifamily developments.

#### **Medium Timeframes**

- **Tool 1.a-j** Establish a Lending Consortium, identifying the potential roles or established organizations, including, but not limited to, the Story County Housing Corporation and Able Up Iowa.
- **Tool 1.a-k** Review benefits and processes for Story County Housing Trust to become a certified Community Housing Development Organization, and if proven a beneficial path to pursue, go forward to seek certification.
- **Tool 2.a-a** Create a special assessment guide/toolkit for communities and developers/builders.

- **Tool 2.b-a** Review and consider a revolving infrastructure loan program to which communities may apply for funding to be used to front-end a portion of public improvements, repaid over a longer period through a second mortgage on the property or deferred payment until sale of the house when it becomes due.
- **Tool 3.a-b** Evaluate the potential to provide funding for non-profit organizations to buy income-restricted units proposed to be converted to market rate housing.
- **Tool 3.a-c** Provide funding for special needs residents to purchase housing through non-profit partnerships.
- **Tool 3.a-d** Evaluate opportunities to create market rate and affordable senior housing investments and developments.
- **Tool 3.b-c** Evaluation of zoning requirements and revisions necessary to support potential reuse and adaption of spaces.
- **Tool 3.e-b** Review the potential and consider establishing incentives for small-scale development.
- **Tool 3.e-c** Explore the creation of Community-Specific Design Guidelines Manual to preserve existing neighborhood character. Through a Request for Information process, identify appropriate design professionals with the necessary skillsets to create manuals and identify potential costs.
- **Tool 3.e-d** Explore the creation of community-specific property acquisition and management policies for the public sector and private entities.
- **Tool 3.e-e** Explore the creation of a package of example site plans and products that will get approved, removing a level of risk from the developer/builder. Through a Request for Information process, identify appropriate design professionals with the necessary skillsets to create manuals and identify potential costs.
- **Tool 4.b-a** Pre-packaged site plans and RFPs. Show what will get approved and trigger interest by potential investors. Through a Request for Information process, identify appropriate design professionals with the necessary skillsets to create packages and plans and identify potential costs.
- **Tool 6.d-b** Evaluate lot size/setback reductions - Focus on design, not density. Communities should consider reducing minimum lot size requirement.
- **Tool 6.d-c** Determine what incentives are needed that maximize returns on investments.

#### Long Term Timeframes

- **Tool 2.b-b** Develop a Speculative Financing Revolving Loan Fund, providing funding to make partial construction loans to contractors for new speculative homes. Contractors or developers can receive a loan of up to a pre-defined amount towards constructions costs at a pre-established low interest rate.
- **Tool 3.e-f** Encourage public/private partnerships for the purchase and/or acquisition of abandoned/vacant properties for affordable housing, following procedures through established property acquisition and management policies.
- **Tool 4.b-b** Pre-packaged site plans and RFPs. Provide technical assistance and create a mentoring network for less experienced local investors or community members interested in community projects.

## Conceptual Plan and Proposal Submittal Requirements

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The Consultant shall provide a Conceptual Plan, including a detailed statement of work for the product/services believed to be appropriate for Story County, addressing the Scope of Services detailed in this RFP.

Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content.

The Conceptual Plan must include the following, at a minimum:

- Consultant name, address, and names of primary contacts.
- Identify project manager. List the project manager's relevant experience and similar work including references.
- Work Plan. Provide detailed work plan with estimated hours by task and personnel.
- Restatement of services required (four pages maximum): attach a restatement of the proposed agreement that outlines its objectives and scope as perceived. Do not repeat the Scope of Services, but elaborate on the tasks, conditions, or other specifics deemed significant and necessary to demonstrate a complete understanding of the technical and substantive issues to be addressed, including the following:
  - A statement of the Consultant's understanding of the project that demonstrates knowledge of the project requirements.
  - Proposed project approach, including timelines and description of the Consultant's technical approach to the project, including an outline of the sequence of tasks, major benchmarks and milestone dates.
  - Proposed use of County staff, as well as any equipment, materials or additional data that will be expected from the County at the onset of the project.
- Outline personnel skills and services that distinguish the Consultant, incorporating appropriate staff profiles and a description of specific staff that will comprise the project team for this assignment. The staff profile should describe the Consultant's experience in providing services to the public sector, jobs of similar size(s) and provide applicable certifications for staff members involved in the process. Please attach a description of similar projects designed and constructed by the Consultant. Project summaries should emphasize their relevance to the proposed agreement.
- Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this work. This does not include generalized promotional material, resumes, statement of experience, qualifications, or capabilities, or other material that is irrelevant to the proposed agreement.
- Evidence of ability to work effectively within tight time constraints.
- Provide the earliest date available to assume these duties.
- **Budget.** Estimated cost of the services to be provided under this proposal including:
  - A proposed fee structure based upon the plan of work proposed by the Consultant.
  - Proposed services to be sub-contracted if any, anticipated subcontractors, and anticipated costs for these services. NOTE: Story County will not pay the Consultant a surcharge percentage on third party fees and costs. Method of billing must be disclosed. An acknowledgement that any task/work request considered to be outside of the agreed upon scope and contracted duties that will incur fees, must be communicated by

the Consultant and agreed to by Story County prior to the performance of that task/work request.

- Three (3) references are to be included with the proposal.

## **Submittal Process and Details**

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All proposals must be submitted as detailed in the manner described herein. Exceptions or extensions to established deadlines will not be granted.

**Story County will not meet individually in person or via other means with potential Consultants.**

Story County will be accepting written questions from September 20, 2022, through 12:00 PM, September 26, 2022, regarding this RFP. Please submit questions via email to Leanne Harter, County Outreach and Special Projects Manager at [lharter@storycountyiowa.gov](mailto:lharter@storycountyiowa.gov). Written responses will be published on Story County's website at [www.storycountyiowa.gov](http://www.storycountyiowa.gov) and distributed to those who submitted questions no later than 12:00 pm, Wednesday, September 28, 2022.

### *Estimated Timeline*

- Release RFP – September 20, 2022
- Questions due to Story County – September 26, 2022 at 12:00 PM
- Story County Responses published - Prior to 12:00 pm September 28, 2022
- RFPs Due - 12:00 pm September 30, 2022
- RFPs reviewed by Selection Committee – October 3 - 5, 2022
- Board of Supervisor consultant selection – October 11, 2022
- Board of Supervisors action on contract and effective start of contract – November 1, 2022

*The above dates are subject to change at the option of Story County.*

The Story County Board of Supervisors will consider approval of a contract with the selected Consultant.

The Story County Board of Supervisors reserves the right to accept or reject any and all responses, in part or in whole, and to accept responses, which in its sole discretion and opinion appear to be responsive, responsible, and in the best interests of the County. The County further reserves the right to waive any formalities or informalities or to amend the schedule as necessary.

The price quotations stated in the Consultant's proposal will not be subject to any price increase from the date on which the proposal is opened by Story County to the mutually agreed-to date of bid. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful Consultant to accept the obligation of the bid may result in the cancellation of any award. A service contract will be executed between Story County and the awarded Consultant.

The selected Consultant may not subcontract any of the work specified in this RFP without prior written consent of Story County.

## **Consultant Selection Procedures**

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Story County will analyze and evaluate all properly submitted proposals in response to this request using the "Evaluation Criteria" listed in this RFP to rank all Consultants. Top scoring Consultants will be chosen for further evaluation, which may include interviews and presentations with those firms. Each proposal will be evaluated based on the Evaluation Criteria listed below. Proposals will be ranked in order of the highest numerical score first. Story County may select as many of the top ranked Consultants as it deems necessary for inclusion within the negotiating list.

### **Evaluation Criteria**

- Experience with related activities or programs.
- Consultant's understanding and technical approach to the project and responsiveness to the RFP.
- Availability and capability of staff. Pertinent experience and qualifications of the project team.
- Technical and financial resources.
- Ability to complete the project in a timely manner and within budget.
- Integrity and compliance with public policy.
- Location of office. Preference may be given to those Consultants located within Story County.

### **Insurance**

Consultant shall take out and maintain during service to the County under a contract such public liability and property damage insurance as shall protect Consultant, its subcontractors, and the County from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under its contract with the County, whether such operations be by Consultant or its subcontractor, or by anyone directly or indirectly employed by either of them. All insurance policies shall be issued by responsible companies who are acceptable to the County. The Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse during the life of the contract with the County. Consultant shall indemnify and hold County harmless from any damages, cost, claims or expenses which may arise as a result of any failure on the part of the Consultant to provide accurate and/or complete data and information to the County as outlined and required by the terms and conditions of its contract with the County.

### ***SAM.gov Registration***

Consultant 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"). If Consultant 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 Consultant.

**Sample Form of Consultant Services Contract is provided as Appendix A.**

APPENDIX A  
Provider Agreement  
Consultant Services Contract

**CONTRACT FOR \_\_\_\_\_**

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 \_\_\_\_\_, hereinafter referred to as "Provider", whose mailing address and telephone number is \_\_\_\_\_, telephone \_\_\_\_\_.

**1. PURPOSE AND INTENT.**

The purpose of the agreement is for the Provider to  
*Take from request for bids and then reference the milestones in the proposal and reference proposal and attach.*

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The Provider acknowledges that (1) the source of funding awarded for this project is 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. FEES, EXPENSES & COMPENSATION.**

Provider may charge a maximum hourly fee of \$\_\_\_\_\_ for professional services necessary under the terms of this Agreement. Provider may bill County for travel expenses at the rate of not more than \_\_\_\_\_ per mile, which shall be limited to actual mileage incurred to perform necessary tasks required to reach the County's objective under this Agreement. Provider may not bill or receive compensation from County for time spent traveling. All invoices must specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Provider agrees that the hourly fee 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 accessing the accuracy of claim information.

**3. METHOD OF PAYMENT.**

All invoices must specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Provider agrees that the hourly fee and mileage expense shall be Provider's sole compensation for professional services and work performed because of this Agreement.

Payment for services will be made by County on a monthly basis following receipt of invoice from Provider to include the following:

- a) Monthly time and expense tracking per task
- b) Percentage (%) completion by task

- c) Written narrative of work done by task to include reference to any preliminary deliverables and documentation of correspondence with County representative.
- d) Description of upcoming tasks
- e) On or before \_\_\_\_\_, the Provider will provide electronically, itemization of costs incurred. The Provider will make available all receipts if requested by the County.
- f) The maximum total amount payable by the County under this agreement is \$ \_\_\_\_\_ as detailed in Section 2 of this contract, and no greater amount shall be paid.
- g) Payment is due upon receipt of invoice.
- h) Provider understands that the County reserves the right to request additional specific information in accessing the accuracy of claim information.

**4. INDEPENDENT CONTRACTOR.**

It is understood that provider is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

**5. AFFIRMATIVE COVENANTS.**

- (A) **Ratification.** By executing this Agreement, the Provider (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 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).
- (B) **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 Provider 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 Provider nor the title to office of any authorized representatives of the Provider executing this Agreement, is being contested.
- (C) **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the Provider 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 Provider is a party or by which it or any of its properties is bound.
- (D) **SAM.gov Registration.** Provider 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”) herein listed is the correct number for the Provider as of the date hereof. If Provider 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 Provider.

a. Unique Entity Identifier (“UEI”) or Taxpayer Identification Number (“TINS”) \_\_\_\_\_

- (E) **Reporting and Compliance with Laws.** The Provider shall comply with all reporting requirements as determined by Story County. In addition, the Provider 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 Provider covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- (F) **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.

#### 6. INSURANCE & TAXES.

Provider is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County. County reserves the right to require complete, certified copies of all required insurance policies, at any time. Provider is also responsible for any payment of State and Federal taxes and any other applicable tax. Provider is not eligible for any benefits the County may provide for its employees.

To the fullest extent permitted by law, the Provider shall indemnify and hold harmless the County, their agents, and employees from and against all claims, losses, expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Provider, anyone directly or indirectly employed by Provider or anyone for whose acts any of them may be liable.

#### 7. CONFIDENTIALITY.

Provider agrees to hold in trust and confidence and confidential information and/or proprietary information or data relating to County business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the County. This shall include compliance with all laws and regulations regarding protected health information.

8. **TERMINATION AND REMEDIES.** This agreement is effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

(A) **Termination.**

- a. **Termination by the County.** The County, in its sole and absolute discretion, may terminate this Agreement:
    - i. if the Provider has breached any provision of this Agreement or has failed to comply with any applicable state or federal law or regulation applicable to any Project; or
    - ii. if any representation or warranty made by the Provider in any Proposal, 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 Provider with written notice of termination of this Agreement, setting forth the reason(s) for termination. The termination of this Agreement 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, the Provider shall reimburse the County for all costs and disbursements of the project terminated on a schedule to be negotiated in good faith between the County and the Provider, 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 Provider and the County replace this Agreement with another written agreement;
  - b. All of the Provider's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements; or
  - c. This Agreement has been terminated pursuant to the provisions of Section 8.A hereof.

**9. ACCESS TO BOOKS AND RECORDS.**

Unless otherwise required by applicable laws, Provider shall allow the County access to all books and records for purposed of auditing or reviewing Provider's claims, upon request by the County. Provider's failure to provide access under this section shall constitute a material breach of the agreement.

- (A) **Recordkeeping.** The Provider shall maintain accounts and records with respect to the Project in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Provider shall keep and maintain all financial records and supporting documentation related to the Project for a period of seven years after all proceeds have been expended or returned to the County. Wherever practicable, Provider shall collect, transmit, and store such records in open and machine-readable formats. Provider 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). Provider agrees to make such accounts and records available for on-site inspection during regular business hours of the Provider 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.

**10. REQUIREMENTS.**

Provider hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Provider assures that no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

**11. EXTENSION.**

If mutually agreeable to County and Provider, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.

**12. ASSIGNMENT.**

Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

**13. 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.

**14. 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 6<sup>th</sup> Street, Nevada, Iowa 50201, and
  - b. in the case of the Provider, 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) **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.

- (D) **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.
- (E) **Further Assurances.** Provider 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.
- (F) **Third-Party Beneficiaries.** This Agreement is exclusively between the County and the Provider, 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 Provider 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 Provider. 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 Provider and the Indemnified Persons.

[Remainder of page intentionally left blank; signature page follows.]

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)

\_\_\_\_\_ (Provider)

By:

By:

Chairperson of the Board of Supervisors

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

2022

# Housing Action Plan

**IMPLEMENTATION OF THE STORY COUNTY HOUSING STUDY  
STORY COUNTY, IOWA BOARD OF SUPERVISORS – 2022**



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

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



This Housing Action Plan was preceded by the *Story County Housing Study (2021)*. The *Story County Housing Study* reviewed data available on Story County's (including all communities except the City of Ames) housing needs and the available housing stock to identify gaps.

### **PURPOSE OF THE HOUSING ACTION PLAN**

This Housing Action Plan is developed to define strategies and approaches to meet the overall goals of identifying affordable housing needs and developing housing solutions.

***On at least an annual basis, the Board of Supervisors will seek to review how many Story County residents are being assisted by the strategies outlined in this Action Plan. This review allows for a better determination of whether the needle on the affordable housing challenge is moving in positive directions.***

### **PLAN ORGANIZATION**

The *Table of Action Steps* beginning on page 6 defines Goals, Strategies and Tools to work towards implementation of the *Story County Housing Study*. Goals, Strategies, and Tools listed are not in any kind of priority order. ***As the City of Ames was not included in the Story County Housing Study, these Goals/Strategies, and Tools listed are not applicable to the City of Ames.***

The Goal Statements, listed below, are outlined in greater detail in the *Story County Housing Study*.

***Goal 1 Share risks with the private market when appropriate.***

- Increase variety in the market.
- Prove that new construction and market rate rents can be supported.

***Goal 2 Create a supply of affordable lots.***

- Reduce the purchase price of homes by reducing the cost of lots.
- Lower the risk for the development of new affordable lots.

***Goal 3 Grow the number of rental units for all age groups.***

- Increase the supply of quality rental options.
- Provide rental options beyond traditional apartments, including duplexes, townhomes, and accessory dwelling units.

**Goal 4 Foster grassroots efforts.**

- Don't rely entirely on outside developers who need to build at large scales for profit margins.
- Find ways to partner local builders with local investors who have the means and passion for their communities to undertake land development.

**Goal 5 Proactively preserve the existing housing stock.**

- Continue to maintain the most affordable form of housing in Story County.
- Make people aware of programs for housing conservation.
- Promote community pride.

**Goal 6 Maintain fair zoning and regulations.**

- Approve projects objectively and logically.
- Update regulations for current policies/needs.

**PLAN ASSUMPTIONS**

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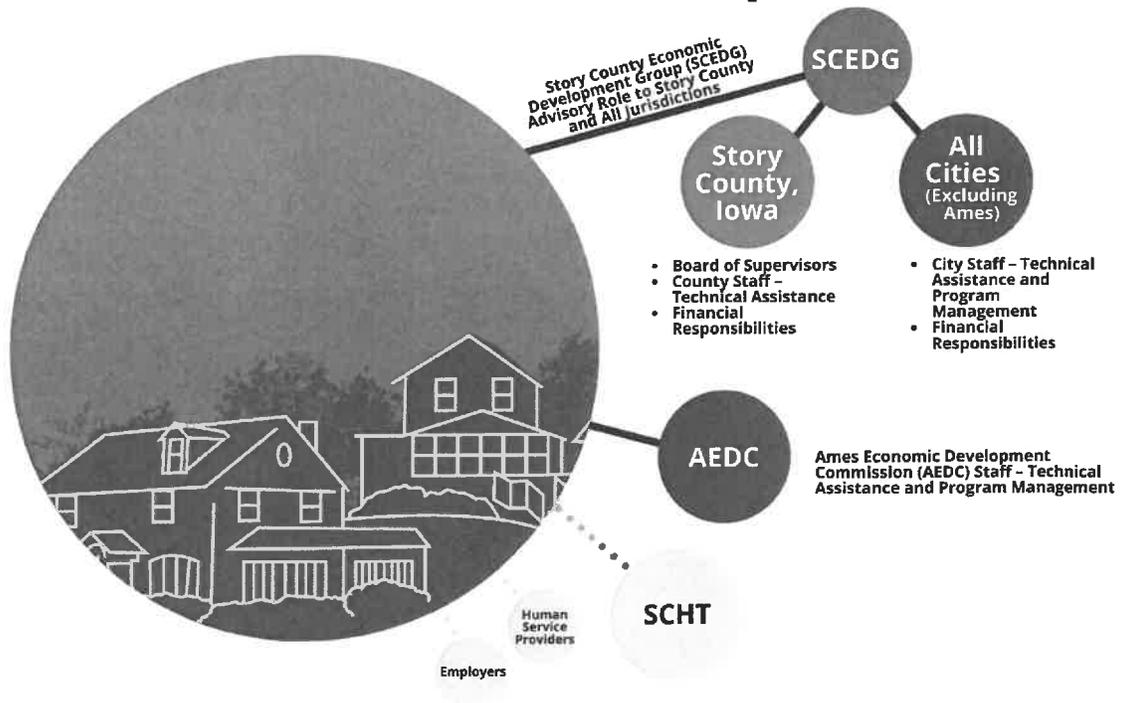
Primary assumptions guided development of this plan:

- **Analysis before implementation.** Most of the identified actions will require further analysis to determine how well it will respond to the specific need or gap jurisdictions attempt to fill.
- **Addressing emergency homeless response.** This action plan addresses permanent housing solutions; it does not address emergency homeless response. This plan is limited to actions that result in or support the creation/preservation of affordable and low-income housing. As part of the ongoing response to housing throughout Story County, it is necessary to continue to seek better data regarding unhoused individuals throughout all the communities in Story County. This plan should evolve as data becomes available.
- **Addressing household income.** This plan does not address the income side of the housing equation. Attracting living wage jobs, increasing the minimum wage, and other actions impacting a household's income could help make housing more affordable.
- **Targeted to low and moderate incomes.** The strategies in this plan aim to develop viable communities by providing decent housing and suitable living environments and expanding economic opportunities, principally for persons of low and moderate incomes.
- **Quality of life amenities.** Amenities like quality schools, parks, libraries, and grocery stores are highly valued and attractive to retain long-term residents. Continual improvements are essential, such as the expansion of fiber Internet to the whole County.
- **Climate change impacts considered.** This Action Plan will achieve the broadest impacts by ensuring strategies and decision-making that center equity, resiliency and climate change through the implementation of best practices.

**IMPLEMENTATION OF THE PLAN**

Successful implementation to achieve collective goals can only be achieved through partnerships amongst all jurisdictions in Story County. The image below demonstrates the framework for successful implementation of the strategies and tools outlined in this Action Plan.

# Framework for Successful Implementation



The Story County Economic Development Group (SCEDG), established in the 1980s with the stated purpose to encourage economic development in Story County through joint efforts in Story County and the incorporated areas, serves as the overall planning committee of the Goals/Strategies/Tools defined in this Action Plan. The SCEDG, in an advisory role to the Story County Board of Supervisors and all the other jurisdictions, serves as the “Housing Committee” referenced in the *Story County Housing Study*, which describes the role to:

*...refine and detail the steps for implementing the strategies in this study. The committee could empower local action on the strategies that fit city contexts and have a plan for continuing efforts in the future. Lastly, they could advocate for residents and sectors of the housing market in the county.*

Quarterly progress updates will be presented at the SCEDG meetings by Story County staff and other key partners charged with implementation of tools in this Action Plan. In addition, reports will be presented to the Story County Board of Supervisors on a quarterly basis.

The **Table of Action Steps** associated with each strategy includes key information:

- **Tools:** Recommended strategies and tools to help achieve the stated goal
- **Resources/Responsibilities Required:** While Story County resources are needed to implement the action, including County staff resources, as well as financial resources required for the ongoing implementation of the item, successful implementation relies on staff and financial resources from other entities, including, but not limited to, other jurisdictions, Ames Economic Development Commission, Story County Housing Trust, and additional partners.
- **Timeframe to Accomplish:** Recommended timeframe for implementation
  - **Immediate/Short Term:** consider/implement within 1-3 years from adoption of the plan. These are color-coded this shade of yellow.
  - **Medium Term:** consider/implement within 5 years from adoption of the plan. These are color-coded this lighter shade of orange.
  - **Long Term:** consider/implement within 10 years from adoption of the plan. These are color-coded this lighter shade of green.

## Table of Action Steps

<p><b>Goal 1</b> Share risks with the private market when appropriate.</p> <p>1. Increase variety in the market.</p> <p>2. Prove that new construction and market rate rents can be supported.</p>	<p><b>Strategy 1.a</b> Target new construction for all housing products except large lot single-family development with over 12,000 s.f. lots.</p> <ul style="list-style-type: none"> <li>• All price points acceptable, with policy incentives for homes under \$250,000 and rents under \$1,000.</li> <li>• All cities and all locations outside of environmentally sensitive areas</li> <li>• Incentive policies reserved for areas contiguous to existing development and/or a mix of housing types (small lot, attached, single-family, etc.)</li> </ul>			
	<b>Tools</b>	<b>Resources/Responsibility Required</b>	<b>Timeframe to Accomplish</b>	
	<p><b>Tool 1.a-a</b> Establish new and strengthen existing public/private partnerships, including the Story County Housing Trust.</p>	<p>Relates to: 1.a-b, 1.a-c, 1.a-d, 1.a-f, 1.a-i, 1.a-j, 1.a-k, 3.b-b, 3.e-e, 3.e-f, 4.a-a, 4.c-a, 6.d-a</p>	<ul style="list-style-type: none"> <li>• County Staff (COSPM)*</li> <li>• Financial</li> <li>• Consultant</li> </ul>	Immediate/Short Term
	<p><b>Tool 1.a-b</b> Through a Requests for Proposals (RFP) process, identify consulting team members to provide technical support to County staff and partners for implementation of goals and strategies identified in this Action Plan.</p>	<p>Relates to: 1.a-b, 1.a-c, 1.a-d, 1.a-f, 1.a-i, 1.a-j, 1.a-k, 3.b-b, 3.e-e, 3.e-f, 4.a-a, 4.c-a, 6.d-a</p>	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Financial</li> </ul>	Immediate/Short Term
	<p><b>Tool 1.a-c</b> Working with major employers (private and public), explore opportunities to create employer-assisted housing programs.</p>	<p>Relates to: 1.a-a, 3.d-a</p>	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Ames Economic Development Commission</li> <li>• Consultant</li> </ul>	Immediate/Short Term
<p><b>Tool 1.a-d</b> Infrastructure cost-sharing. Explore the creation of partnerships and programming that allow local jurisdictions as well as non-profits and other third parties to partner with developers/builders for the cost-share of infrastructure installation costs associated with affordable housing construction.</p>	<p>Relates to: 1.a-a 2.b-a, 6.d-a, 6.d-c</p>	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Financial</li> <li>• Story County Housing Trust</li> <li>• All Jurisdictions</li> <li>• Consultant</li> </ul>	Immediate/Short Term	

\*COSPM represents the County Outreach and Special Projects Manager position with Story County.

<p><b>Goal 1 Share risks with the private market when appropriate.</b></p> <p><b>1. Increase variety in the market.</b></p> <p><b>2. Prove that new construction and market rate rents can be supported.</b></p>	<b>Tools</b>		<b>Resources/Responsibility Required</b>	<b>Timeframe to Accomplish</b>
	<b>Tool 1.a-e</b> Land assembly. Identify a "Demonstration Pilot Project", working with development-oriented local landowners to solidify a legacy project that serves as a demonstration and best practice model.	Relates to: 1.a-a, 1.a-g	<ul style="list-style-type: none"> <li>County Staff (COSPM)</li> <li>Financial</li> <li>Story County Housing Trust</li> <li>All Jurisdictions</li> <li>Ames Economic Development Commission</li> <li><b>Consultant</b></li> </ul>	Immediate/Short Term
	<b>Tool 1.a-f</b> Land Assembly. Develop an inventory of Public-Owned Lands, identifying surplus, unused, or underused public lands or sites for reuse as housing.	Relates to: 1.a-d, 1.a-g, 3.b-a, 3.b-c	<ul style="list-style-type: none"> <li>County Staff (P&amp;D)^</li> <li>All Jurisdictions</li> <li><b>Consultant</b></li> </ul>	Immediate/Short Term
	<b>Tool 1.a-g</b> Develop Community Speculative Home Program for jurisdictions with shovel ready sites/infill sites (communities act as the applicant in partnership with developer/builder).	Relates to: 1.a-a, 1.a-g, 2.a-a, 2.b-b	<ul style="list-style-type: none"> <li>County Staff (COSPM)</li> <li>Financial</li> <li>All Jurisdictions</li> <li>Story County Housing Trust</li> <li>Ames Economic Development Commission</li> <li><b>Consultant</b></li> </ul>	Immediate/Short Term
	<b>Tool 1.a-h</b> Upon identification of available sites, pre-purchase Homes for Iowa houses for placement on sites. Development of eligibility requirements for purchase of the properties as well as individual and community financial contributions must be determined as part of the overall process.	Relates to: 1.a-d, 1.a-e, 1.a-f, 1.a-h	<ul style="list-style-type: none"> <li>County Staff (COSPM)</li> <li>Financial</li> <li>All Jurisdictions</li> <li>Story County Housing Trust</li> <li><b>Consultant</b></li> </ul>	Immediate/Short Term

^P&D represents the Story County Planning and Development Department.

**Goal 1 Share risks with the private market when appropriate.**

1. Increase variety in the market.
2. Prove that new construction and market rate rents can be supported.

Tools		Resources/Responsibility Required	Timeframe to Accomplish
<b>Tool 1.a-i</b> Land Assembly. Infill Opportunities, identifying vacant lots within communities, prepare a redevelopment plan for clustered sites to guide developers and builders.	Relates to: 1.a-d, 1.a-e, 1.a-g	<ul style="list-style-type: none"> <li>• County Staff (P&amp;D)</li> <li>• All Jurisdictions</li> <li>• Story County Housing Trust</li> <li>• <b>Consultant</b></li> </ul>	Immediate/Short Term
<b>Tool 1.a-j</b> Establish a Lending Consortium, identifying the potential roles or established organizations, including, but not limited to, the Story County Housing Corporation and Able Up Iowa.	Relates to: 1.a-a, 1.a-k	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Story County Housing Trust</li> <li>• Ames Economic Development Commission</li> <li>• <b>Consultant</b></li> </ul>	Medium
<b>Tool 1.a-k</b> Review benefits and processes for Story County Housing Trust to become a certified Community Housing Development Organization , and if proven a beneficial path to pursue, go forward to seek certification.	Relates to: 1.a-a	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Financial</li> <li>• Story County Housing Trust</li> <li>• <b>Consultant</b></li> </ul>	Medium
<b>Tool 1.a-l</b> Review potential for partnerships with the lenders to seek funding opportunities through the Federal Home Loan Bank, such as the HomeStart Program and other appropriate down payment programming for homebuyers.	Relates to: 1.a-j, 1.a-a, 4.d-a,	<ul style="list-style-type: none"> <li>• <b>County Staff (COSPM)</b></li> <li>• Story County Housing Trust</li> <li>• Ames Economic Development Commission</li> <li>• <b>Consultant</b></li> </ul>	Medium
<b>Strategy 2.a Special Assessments.</b>			
<b>Tool 2.a-a</b> Create a special assessment guide/toolkit for communities and developers/builders.	Relates to: 1.a-f	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• All Jurisdictions</li> <li>• Story County Housing Trust</li> <li>• Ames Economic Development Commission</li> <li>• <b>Consultant</b></li> </ul>	Medium

	Tools	Resources/Responsibility Required	Timeframe to Accomplish	
<p><b>Goal 2 Create a supply of affordable lots.</b></p> <p><b>1. Reduce the purchase price of homes by reducing the cost of lots.</b></p> <p><b>2. Lower the risk for the development of new affordable lots.</b></p>	<b>Strategy 2.b Community involvement in financing infrastructure.</b>			
	<p><b>Tool 2.b-a</b> Review and consider a revolving infrastructure loan program to which communities may apply for funding to be used to front-end a portion of public improvements, repaid over a longer period through a second mortgage on the property or deferred payment until sale of the house when it becomes due.</p>	<p>Relates to: 1.a-c, 4.d-a,</p>	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Financial</li> <li>• All Jurisdictions</li> <li>• Story County Housing Trust</li> <li>• Ames Economic Development Commission</li> <li>• <b>Consultant</b></li> </ul>	<p>Medium</p>
	<p><b>Tool 2.b-b</b> Develop a Speculative Financing Revolving Loan Fund, providing funding to make partial construction loans to contractors for new speculative homes. Contractors or developers can receive a loan of up to a pre-defined amount towards constructions costs at a pre-established low interest rate.</p>	<p>Relates to: 1.a-f, 3.e-e, 4.d-a</p>	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Financial</li> <li>• All Jurisdictions</li> <li>• Story County Housing Trust</li> <li>• Ames Economic Development Commission</li> <li>• <b>Consultant</b></li> </ul>	<p>Long</p>

**Goal 3 Grow the number of rental units for all age groups.**

1. Increase the supply of quality rental options.
2. Provide rental options beyond traditional apartments, including duplexes, townhomes, and accessory dwelling units.

Tools	Resources/Responsibility Required	Timeframe to Accomplish	
<b>Strategy 3.a Leverage risk sharing tools with product requirements.</b>			
<b>Tool 3.a-a</b> Create and act on new policies around incentives and financing mechanisms to target missing product types.	Relates to: 3.d-a, 3.e-b. 6.d-c	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Financial</li> <li>• All Jurisdictions</li> <li>• Story County Housing Trust</li> <li>• Ames Economic Development Commission</li> <li>• <b>Consultant</b></li> </ul>	Immediate/Short Term
<b>Tool 3.a-b</b> Evaluate the potential to provide funding for non-profit organizations to buy income-restricted units proposed to be converted to market rate housing.	Relates to: 3.a-c, 4.d-a	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Financial</li> <li>• Story County Housing Trust</li> <li>• <b>Consultant</b></li> </ul>	Medium
<b>Tool 3.a-c</b> Provide funding for special needs residents to purchase housing through non-profit partnerships.	Relates to: 3.a-b, 4.d-a	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Financial</li> <li>• Story County Housing Trust</li> <li>• All Jurisdictions</li> <li>• <b>Consultant</b></li> </ul>	Medium
<b>Tool 3.a-d</b> Evaluate opportunities to create market rate and affordable senior housing investments and developments.	Relates to: 3.e-f, 4.a-b	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Financial</li> <li>• All Jurisdictions</li> <li>• Story County Housing Trust</li> <li>• <b>Consultant</b></li> </ul>	Medium
<b>Strategy 3.b Downtown/commercial building reuse.</b>			
<b>Tool 3.b-a</b> Evaluation of potential reuse space in downtown and commercial buildings and spaces (this includes the potential funding mechanisms available to jurisdictions to support such efforts.)	Relates to: 1.a-e, 3.b-c, 4.d-a	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• All Jurisdictions</li> <li>• Story County Housing Trust</li> <li>• <b>Consultant</b></li> </ul>	Immediate/Short Term

**Goal 3 Grow the number of rental units for all age groups.**

1. Increase the supply of quality rental options.
2. Provide rental options beyond traditional apartments, including duplexes, townhomes, and accessory dwelling units.

Tools		Resources/Responsibility Required	Timeframe to Accomplish
<b>Tool 3.b-b</b> Identify partnerships to develop a Resource Guide to assist communities in the potential opportunities and how to evaluate properties, including examples and case studies.	Relates to: 1.a-a	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Financial</li> <li>• Story County Housing Trust</li> <li>• Ames Economic Development Commission</li> <li>• <b>Consultant</b></li> </ul>	Immediate/Short Term
<b>Tool 3.b-c</b> Evaluation of zoning requirements and revisions necessary to support potential reuse and adaptation of spaces.	Relates to: 3.b-a, 1.a-e	<ul style="list-style-type: none"> <li>• County Staff (P&amp;D)</li> <li>• All Jurisdictions</li> <li>• Story County Housing Trust</li> <li>• <b>Consultant</b></li> </ul>	Medium
<b>Strategy 3.c Allow accessory dwelling units (ADUs) in most areas.</b>			
<b>Tool 3.c-a</b> Evaluation of zoning requirements and revisions necessary to support ADUs and provide pre-approved plan sets for ADUs. Contract with appropriate design professionals to create package plans.	Relates to: 6.a-a, 5.a-b	<ul style="list-style-type: none"> <li>• County Staff (P&amp;D)</li> <li>• Financial</li> <li>• All Jurisdictions</li> <li>• Story County Housing Trust</li> <li>• <b>Consultant</b></li> </ul>	Immediate/Short Term
<b>Strategy 3.d Incentivize workforce housing opportunities and solutions.</b>			
<b>Tool 3.d-a</b> Encourage partnerships with employers to define appropriate and applicable incentives for workforce housing solutions.	Relates to: 3.a-a, 4.c-a	<ul style="list-style-type: none"> <li>• Story County Housing Trust</li> <li>• <b>Ames Economic Development Commission</b></li> <li>• Consultant</li> </ul>	Immediate/Short Term
<b>Strategy 3.e Pre-packaged site plans and RFPs and development of shovel-ready sites.</b>			
<b>Tool 3.e-a</b> Identify strategically placed but underdeveloped properties and determine what barriers exist to developing desired housing types.	Relates to: 3.e-b	<ul style="list-style-type: none"> <li>• County Staff (P&amp;D)</li> <li>• All Jurisdictions</li> <li>• <b>Consultant</b></li> </ul>	Immediate/Short Term

**Goal 3 Grow the number of rental units for all age groups.**

- 1. Increase the supply of quality rental options.**
- 2. Provide rental options beyond traditional apartments, including duplexes, townhomes, and accessory dwelling units.**

Tools		Resources/Responsibility Required	Timeframe to Accomplish
<b>Tool 3.e-b</b> Review the potential and consider establishing incentives for small-scale development.	Relates to: 3.a-a, 3.e-a	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• All Jurisdictions</li> <li>• Story County Housing Trust</li> <li>• <b>Consultant</b></li> </ul>	Medium
<b>Tool 3.e-c</b> Explore the creation of Community-Specific Design Guidelines Manual to preserve existing neighborhood character. Through a Request for Information process, identify appropriate design professionals with the necessary skillsets to create manuals and identify potential costs.	Relates to: 3.e-e	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• All Jurisdictions</li> <li>• <b>Consultant</b></li> </ul>	Medium
<b>Tool 3.e-d</b> Explore the creation of community-specific property acquisition and management policies for the public sector and private entities.	Relates to: 1.a-e, 5.a-a	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• All Jurisdictions</li> <li>• Story County Housing Trust</li> <li>• <b>Consultant</b></li> </ul>	Medium
<b>Tool 3.e-e</b> Explore the creation of a package of example site plans and products that will get approved, removing a level of risk from the developer/builder. Through a Request for Information process, identify appropriate design professionals with the necessary skillsets to create manuals and identify potential costs.	Relates to: 1.a-a, 3.e-c, 2.b-b, 6.a-a	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Financial</li> <li>• All Jurisdictions</li> <li>• Story County Housing Trust</li> <li>• <b>Consultant</b></li> </ul>	Medium
<b>Tool 3.e-f</b> Encourage public/private partnerships for the purchase and/or acquisition of abandoned/vacant properties for affordable housing, following procedures through established property acquisition and management policies.	Relates to: 1.a-a, 3.a-d, 6.a-b, 5.a-a	<ul style="list-style-type: none"> <li>• All Jurisdictions</li> <li>• <b>Consultant</b></li> </ul>	Long

**Goal 4 Foster grassroots efforts.**

1. Don't rely entirely on outside developers who need to build at large scales for profit margins.
2. Find ways to partner local builders with local investors who have the means and passion for their communities to undertake land development.

Tools	Resources/Responsibility Required	Timeframe to Accomplish	
<b>Strategy 4.a Local stakeholders can play a role in housing development, even taking the lead already, providing more opportunities to bring more into the process.</b>			
<b>Tool 4.a-a</b> Identify and develop partnerships with organizations that provide or support low income, workforce, and senior housing as well as other populations with unique housing needs.	<b>Relates to: 3.a-d, 5.b-c</b>	<ul style="list-style-type: none"> <li>• Story County Housing Trust</li> <li>• Ames Economic Development Commission</li> <li>• <b>Consultant</b></li> </ul>	Immediate/Short Term
<b>Tool 4.a-b</b> Partner with local trade schools to provide renovation and retrofit services for low-income households as part of on-the-job-training.	<b>Relates to: 4.c-a, 1.a-a</b>	<ul style="list-style-type: none"> <li>• Financial</li> <li>• <b>Ames Economic Development Commission</b></li> </ul>	Medium
<b>Strategy 4.b Be proactive by preparing proposals for all housing types to bring people to the table (RFP, prepared sites, etc.)</b>			
<b>Tool 4.b-a</b> Pre-packaged site plans and RFPs. Show what will get approved and trigger interest by potential investors. Through a Request for Information process, identify appropriate design professionals with the necessary skillsets to create packages and plans and identify potential costs.	<b>Relates to: 3.e-e, 4.b-b</b>	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Ames Economic Development Commission</li> <li>• <b>Consultant</b></li> </ul>	Medium

**Goal 4 Foster grassroots efforts.**

1. Don't rely entirely on outside developers who need to build at large scales for profit margins.
2. Find ways to partner local builders with local investors who have the means and passion for their communities to undertake land development.

Tools		Resources/Responsibility Required	Timeframe to Accomplish
<p><b>Tool 4.b-b</b> Pre-packaged site plans and RFPs. Provide technical assistance and create a mentoring network for less experienced local investors or community members interested in community projects.</p>	<p>Relates to: 4.a-a, 4.b-a</p>	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Financial</li> <li>• Ames Economic Development Commission</li> <li>• <b>Consultant</b></li> </ul>	<p>Long</p>
<p><b>Strategy 4.c Bring employers to the table as a financial and advocate resource. Efforts like transportation and child care are directly related to housing as well.</b></p>			
<p><b>Tool 4.c-a</b> Schedule roundtable discussions between Board of Supervisors, Story County Economic Development Group, and Ames Economic Development Commission workforce sponsors to discuss strategies.</p>	<p>Relates to: 1.a-a 3.d-a</p>	<ul style="list-style-type: none"> <li>• <b>County Staff (COSPM)</b></li> <li>• Ames Economic Development Commission</li> </ul>	<p>Immediate/ Short Term</p>
<p><b>Strategy 4.d Transition more public funds from traditional economic development programs to new housing programs, acknowledging that housing is economic development.</b></p>			
<p><b>Tool 4.d-a</b> Develop a comprehensive funding strategy and guide identifying current resources available for affordable housing that addresses current and potential sources of funding and how the funds should be spent.</p>	<p>Relates to: 1.a-k, 2.b-a, 2.b-b, 3.a-b, 3.a-c, 3.b-a, 5.b-b, 5.b-e</p>	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Financial</li> <li>• All Jurisdictions</li> <li>• Ames Economic Development Commission</li> <li>• <b>Consultant</b></li> </ul>	<p>Immediate/ Short Term</p>

**Goal 5 Proactively preserve the existing housing stock.**

1. Continue to maintain the most affordable form of housing in Story County.
2. Make people aware of programs for housing conservation.
3. Promote community pride.

Tools	Resources/Responsibility Required	Timeframe to Accomplish	
<b>Strategy 5.a Code Enforcement – sharing resources among communities and Story County.</b>			
<i>Tool 5.a-a</i> Identify the level of enforcement happening in communities and Story County and establish solutions for sharing resources or developing new resources.	Relates to: 3.e-d, 3.e-f, 6.a-a	<ul style="list-style-type: none"> <li>• County Staff (P&amp;D)</li> <li>• Ames Economic Development Commission</li> </ul>	Immediate/Short Term
<i>Tool 5.a-b</i> Undertake a feasibility study for the adoption of a building code for unincorporated Story County.	Relates to: 3.c-a, 5.a-a	<ul style="list-style-type: none"> <li>• County Staff (P&amp;D)</li> </ul>	Medium
<b>Strategy 5.b Establish and market homebuyer assistance programs, owner-occupied repair programs, neighborhood clean-ups, and local trades resources for home maintenance needs.</b>			
<i>Tool 5.b-a</i> Market existing programs. Proactive annual marketing can occur through utility bills, newsletter, e-mail lists, and other mediums, especially in the spring as construction season begins. Ideally, the County or economic development group would coordinate with cities on efforts county-wide. For local city programs, city staff should lead efficient ways to market programs to residents.	Relates to: 5.b-b, 5.b-c	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Financial</li> <li>• All Jurisdictions</li> <li>• Ames Economic Development Commission</li> <li>• Story County Housing Trust</li> <li>• Consultant</li> </ul>	Immediate/Short Term
<i>Tool 5.b-b</i> Continue to provide funding for rehab programs for owner-occupied structures and help market existing programs.	Relates to: 4.d-a, 5.b-a	<ul style="list-style-type: none"> <li>• Financial</li> <li>• Story County Housing Trust</li> <li>• All Jurisdictions</li> <li>• Consultant</li> </ul>	Immediate/Short Term
<i>Tool 5.b-c</i> Market existing energy efficiency and emergency programs throughout Story County. Review ideas for expanding the program to include offering to first-time home buyers and the senior residents.	Relates to: 4.a-b, 5.b-a, 5.b-e	<ul style="list-style-type: none"> <li>• Financial</li> <li>• All Jurisdictions</li> <li>• Ames Economic Development Commission</li> <li>• Human Service Providers</li> <li>• Consultant</li> </ul>	Immediate/Short Term

<p><b>Goal 5 Proactively preserve the existing housing stock.</b></p> <ol style="list-style-type: none"> <li><b>1. Continue to maintain the most affordable form of housing in Story County.</b></li> <li><b>2. Make people aware of programs for housing conservation.</b></li> <li><b>3. Promote community pride.</b></li> </ol>	<b>Tools</b>		<b>Resources/Responsibility Required</b>	<b>Timeframe to Accomplish</b>
	<p><b>Tool 5.b-d</b> As applicable, promote established and/or create a new database of all available programs and establish a central location that lists programs available across many organizations managed by Story County.</p>	Relates to: 6.a-a	<ul style="list-style-type: none"> <li>• <b>County Staff (COSPM)</b></li> <li>• <b>Consultant</b></li> </ul>	Immediate/Short Term
	<p><b>Tool 5.b-e</b> Review and establish a homebuyer assistance fund grant/forgivable loan program for entry-level homeownership opportunities, providing funding for down payment and closing cost assistance. Income eligibility would require households with incomes at or below 80% of the area median income, and would apply for first-time homeowners and/or those not owning a home within the last three years.</p>	Relates to: 4.d-a, 5.b-c	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Financial</li> <li>• Story County Housing Trust</li> <li>• All Jurisdictions</li> <li>• <b>Consultant</b></li> </ul>	Immediate/Short Term
	<p><b>Tool 5.b-f</b> Establish a program to preserve and maintain healthy and viable manufactured home parks.</p>	Relates to: 5.b-b	<ul style="list-style-type: none"> <li>• County Staff (P&amp;D)</li> <li>• Financial</li> <li>• Story County Housing Trust</li> <li>• All Jurisdictions</li> <li>• <b>Consultant</b></li> </ul>	Immediate/Short Term
	<p><b>Tool 5.b-g</b> Establish and actively promote homebuyer education and financial literacy programs.</p>	Relates to: 5.b-a	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Financial</li> <li>• Story County Housing Trust</li> <li>• Ames Economic Development Commission</li> <li>• All Jurisdictions</li> <li>• Human Service Providers</li> <li>• <b>Consultant</b></li> </ul>	Immediate/Short Term

	Tools	Resources/Responsibility Required	Timeframe to Accomplish	
<p><b>Goal 6 Maintain fair zoning and regulations.</b></p> <ol style="list-style-type: none"> <li>1. Approve projects objectively and logically.</li> <li>2. Update regulations for current policies/needs.</li> </ol>	<b>Strategy 6.a Ensure that zoning and land development regulations allow a housing product in multiple zoning districts.</b>			
	<p><b>Tool 6.a-a</b>            Develop database of existing ordinances from communities in Story County. Using these resources, cities should establish codes that are most appropriate for their community. Development of similar ordinances across the County can create an easier building environment for developers.</p>	<p>Relates to: 3.c-a, 3.e-e, 5.b-d, 6.d-b, 6.c-a</p>	<ul style="list-style-type: none"> <li>• County Staff (P&amp;D)</li> <li>• All Jurisdictions</li> <li>• Ames Economic Development Commission</li> <li>• <b>Consultant</b></li> </ul>	<p>Immediate/Short Term</p>
	<p><b>Tool 6.a-b</b>            Develop a plan for adapting vacant commercial space into housing.</p>	<p>Relates to: 3.b-a, 3.e-f</p>	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• Story County Housing Trust</li> <li>• Ames Economic Development Commission</li> <li>• All Jurisdictions</li> <li>• <b>Consultant</b></li> </ul>	<p>Immediate/Short Term</p>
	<p><b>Tool 6.a-c</b>            Address affordable housing in County's Cornerstone to Capstone C2C Plan and jurisdictional comprehensive plans and set attainable goals for development to reflect housing information from the assessment. Complete additional data gathering and analyses as appropriate for smaller communities.</p>	<p>Relates to: 6.b-a</p>	<ul style="list-style-type: none"> <li>• <b>County Staff (P&amp;D)</b></li> <li>• All Jurisdictions</li> </ul>	<p>Medium</p>

**Goal 6 Maintain fair zoning and regulations.**

1. Approve projects objectively and logically.
2. Update regulations for current policies/needs.

Tools	Resources/Responsibility Required	Timeframe to Accomplish	
<b>Strategy 6.b Broaden residential permitted uses by-right under certain contexts and design standards.</b>			
<b>Tool 6.b-a</b> Development and establish jurisdiction-specific administrative site plan approval processes applicable when housing meets jurisdictional comprehensive plan goals and targeted housing needs.	Relates to: 6.a-c	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• All Jurisdictions</li> <li>• <b>Consultant</b></li> </ul>	Immediate/ Short Term
<b>Strategy 6.c Coordinate the building code with lender requirements for financing of multi-unit structures.</b>			
<b>Tool 6.c-a</b> Reduce parking requirements and/or consider adoption of parking maximums for residential uses, including for multifamily developments.	Relates to: 6.d-b, 6.a-a	<ul style="list-style-type: none"> <li>• County Staff (P&amp;D)</li> <li>• All Jurisdictions</li> <li>• <b>Consultant</b></li> </ul>	Immediate/ Short Term
<b>Strategy 6.d Consider lot size maximums for individual districts to maintain public costs and revenues gained per acre.</b>			
<b>Tools 6.d-a</b> Create an online dashboard to capture and evaluate infrastructure capacities of jurisdictions for additional housing units/developments.	Relates to: 1.a-a, 1.a-c	<ul style="list-style-type: none"> <li>• <b>County Staff (COSPM)</b></li> <li>• All Jurisdictions</li> <li>• Ames Economic Development Commission</li> </ul>	Immediate/ Short Term
<b>Tool 6.d-b</b> Evaluate lot size/setback reductions - Focus on design, not density. Communities should consider reducing minimum lot size requirement.	Relates to: 6.c-a, 6.a-a	<ul style="list-style-type: none"> <li>• County Staff (P&amp;D)</li> <li>• All Jurisdictions</li> <li>• <b>Consultant</b></li> </ul>	Medium
<b>Tool 6.d-c</b> Determine what incentives are needed that maximize returns on investments.	Relates to: 1.a-c, 6.d-a, 3.a-a	<ul style="list-style-type: none"> <li>• County Staff (COSPM)</li> <li>• All Jurisdictions</li> <li>• Ames Economic Development Commission</li> <li>• <b>Consultant</b></li> </ul>	Medium

**STORY COUNTY SHERIFF  
SERVICE AGREEMENT  
# 22-09**

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

**Definitions:**

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

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

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

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

**Additional Terms**, if none then state "none":

None \_\_\_\_\_

**Terms**

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

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

**I Description of Services**

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

**II Additional Services**

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

- 1. 1 Full-Time or 2 Reserve Deputy Sheriff(s) present at a high school dance

**III Times and location(s)**

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

Location: **Gilbert High School**  
Address: **312 Gretten St**  
City/rural: **Gilbert, IA 50105**  
Time: **1930 – 2330hrs**

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

State date of service: \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

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

Date of service: **24th** **September** **2022**  
Day Month Year

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

Start date of service: \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

**Chart**

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

**Additional Locations:**

Address:  
City/rural:

(If necessary attach additional descriptions)

**IV Duration of Agreement**

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

**V Fees**

The Contractor agrees to pay:

**Sixty five dollars (\$65.00) per hour for a minimum of two (2) hours for the Story County Sheriff, and each Story County Deputy Sheriff, Senior Reserve Deputy, Dispatcher, Detention Officer, Diver (dive team members are required to work in a team of four) and civilian employees.**

Thirty two dollars and 50 cents (\$32.50) per hours for a minimum of two (2) hours/for each Story County Sheriff's Reserve (Reserves are required to work in pairs unless authorized by the Sheriff or designee).

**VI Payment**

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

**VII Changes or Termination during the Agreement**

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

**VIII Confidentiality**

It is necessary that the Contractor understand when contracting with a public entity that The contract is public information and will be produced when requested as required by law. The Contractor should be mindful of the public's right to know.

**IX Liability**

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

**X Acts of God and Acts of Others**

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

**XI Hazards**

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

**XII Inconsistent Terms**

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

**XIII Representative**

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

Service Provider Representative

Contractor Representative

**Lt. Gary Backous**  
515-382-7457

**Vic Vanderpool**  
515-851-8584

**Address:**

**Story County Sheriff**  
1315 South B Avenue  
Nevada, IA 50201  
515-382-7457  
[gbackous@storycountyiowa.gov](mailto:gbackous@storycountyiowa.gov)

**Gilbert Community School District**  
103 Mathew Drive  
Gilbert, IA 50105  
515-851-8584  
[vanderpoolv@gilbertcsd.org](mailto:vanderpoolv@gilbertcsd.org)

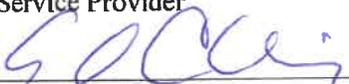
**Billing Address:**

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

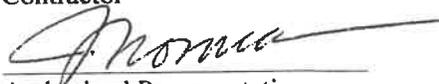
Make payment payable to: **Story County Treasurer**

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

**Service Agreement Signatures**

Service Provider  
  
Authorized Representative

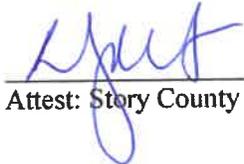
Sergeant - Support Services  
Title  
9/16/2022  
Date

Contractor  
  
Authorized Representative

High School Principal Asst Principal  
Title  
9/12/2022  
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 9/20/2022

  
Board of Supervisors

  
Attest: Story County Auditor

(Staple attachments to back)



# Story County, IA

**Story County, IA**  
900 Sixth Street  
Nevada, IA 50201  
US

**Lisa Markley**  
Assistant Auditor  
+1 (515) 382-7210

**Reference: 20220815-152116565**  
Quote created: August 15, 2022  
Quote expires: September 29, 2022  
Quote created by: Max Travis  
Regional Sales Director  
max.travis@debtbook.com

**Lucy Martin**  
Auditor  
lmartin@storycountyia.gov  
(515) 382-7210

## Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
22 White Glove Implementation Fee Tier 2 This covers the cost of our White Glove Implementation process for your organization.	22WGI2-3	1	\$2,000.00	\$0.00 after 100% discount for 1 year
22 Subscription Fee Tier 2 This represents the annual subscription fee your organization pays for the Application Services, Onboarding Services, and Support Services. This includes unlimited users and external sharing.	22ST2-3	1	\$9,750.00 / year	\$9,750.00 / year for 1 year

## Subtotals

Annual subtotal	\$9,750.00
One-time subtotal	\$0.00 after \$2,000.00 discount

**Total \$9,750.00**

## Questions? Contact me



Max Travis

Regional Sales Director

[max.travis@debtbook.com](mailto:max.travis@debtbook.com)

DebtBook

300 West Summit Ave, Suite 110

Charlotte, NC 28203

United States

## ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”) is pleased to provide **Story County, IA** (“**Customer**”) with the **Services** subject to the terms established in this Order Form. This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any **Renewal Term**.

The **Services** are subject to DebtBook’s General Terms & Conditions (the “**Terms & Conditions**”), which have been provided to **Customer**, and the Incorporated Documents referenced in the **Terms & Conditions**. Each capitalized term used but not defined in this Order Form has the meaning given in the **Terms & Conditions**.

### **Order Details**

Effective Date: 9/30/2022

Initial Term End Date: 9/29/2023

Initial Pricing Tier: Tier 2

Billing Frequency: Annually

Payment Terms: Net 30

**Services.** Subject to the terms described in this Order Form, DebtBook will grant **Customer** access to the **Application Services** during the **Initial Term** described above and, if applicable, each subsequent **Renewal Term**. As part of the initial implementation and onboarding process, DebtBook will provide **Customer** with the **Implementation Services**. DebtBook will also provide **Customer** with the **Support Services** throughout the **Term**.

**Fees.** DebtBook will charge **Customer** (1) a one-time **Implementation Fee** for its initial **Implementation Services** and (2) a recurring **Subscription Fee** for **Customer**’s ongoing access to the **Application Services** and **Support Services**.

Generally, DebtBook sets **Fees** using its standard pricing schedule for the **Services** based on the **Customer**’s applicable **Pricing Tier**, which is based on the total number and amount of debt and lease obligations outstanding at the time of determination. The **Initial Pricing Tier** indicated above is based on **Customer**’s good faith estimate of its total number and amount of debt and lease obligations currently outstanding and will not change during the **Initial Term**, regardless of (1) the actual number or amount of the **Customer**’s debt and lease obligations implemented as part of the **Implementation Services** or (2) any changes during the **Initial Term** to **Customer**’s debt and lease obligations.

**Billing.** Unless otherwise provided in the **Customer Terms**, all **Fees** will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the **Customer**’s billing contact indicated below.

**Renewal Term.** Notwithstanding anything in Section 10(a) of the **Terms & Conditions** to the contrary, the **Agreement** may be renewed for successive 12-month **Renewal Terms** solely at the discretion of the **Customer** on terms mutually agreed upon in a written agreement executed by both parties. The **Agreement** is otherwise subject to renewal on the terms set forth in the **Terms & Conditions**. The pricing tier applicable for each **Renewal Term** will be determined based on the aggregate number and amount of the **Customer**’s debt and lease obligations outstanding at the time of renewal.

**Termination.** The **Agreement** is subject to early termination on the terms set forth in the **Terms & Conditions**.

**Entire Agreement.** By executing this Order Form, each party agrees to be bound by (1) this Order Form, (2) the **Terms & Conditions**, (3) the **Incorporated Documents**, and (4) any **Customer Terms**.

This Order Form, the **Customer Terms**, the **Terms & Conditions**, and the **Incorporated Documents** constitute the complete “**Agreement**” between the parties and supersede any prior discussion or representations regarding the **Customer**’s purchase and use of the **Services**.

**Intellectual Property.** Except for the limited rights and licenses expressly granted to **Customer** under this Order Form and the **Terms & Conditions**, nothing in the **Agreement** grants to **Customer** or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

**Important Disclaimers & Limitations.** EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

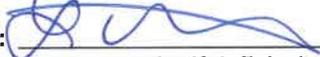
**Notices.** Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

**Authority; Execution.** Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

**FIFTH ASSET, INC., D/B/A DEBTBOOK**

**STORY COUNTY, IA**

By: Tyler Traudt  
Name: Tyler Traudt  
Title: CEO

By:   
Name: Latifah Faisal  
Title: Chair of Board of Supervisors

**Notice Address**

300 W. Summit Avenue, Suite 110  
Charlotte, NC 28203  
Attention: Chief Executive Officer  
tyler.traudt@debtbook.com

**Notice Address**

900 Sixth Street  
Nevada, IA 50201  
Attention: Lucy Martin  
lmartin@storycountyiowa.gov

**Billng Contact**

900 Sixth Street  
Nevada, IA 50201  
Attention: Lucy Martin  
lmartin@storycountyiowa.gov

## DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern the Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

### 1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Services**” means DebtBook’s debt and lease management software-as-a-service application.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions for new features, functionality, or changes to the DebtBook IP.

“**Governing State**” means, if Customer is a governmental entity, the state in which Customer is located. Otherwise, “Governing State” means the State of North Carolina.

“**Implementation Services**” means onboarding and implementation services, including entry of relevant data, as necessary to make the Application Services available to the Customer during the Initial Term.

“**Incorporated Documents**” means, collectively, the Privacy Policy, the Documentation, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated

Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

**“Initial Term”** means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

**“Order Form”** means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term, including, in each case, any applicable Order Form Supplement.

**“Order Form Supplement”** means any Order Form Supplement expressly referenced and incorporated by reference into any Order Form.

**“Privacy Policy”** means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

**“Renewal Term”** means any renewal term established in accordance with the terms of the Agreement.

**“Services”** means, collectively, the Application Services, the Implementation Services, and the Support Services.

**“SLA”** means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

**“Support Services”** means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

**“Term”** means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

**“Usage Policy”** means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

## 2. Access and Use.

(a) **Provision of Access.** Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) **Documentation License.** Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer’s and its Authorized User’s internal business purposes in connection with its use of the Services.

(c) **Customer Responsibilities.** Customer is responsible and liable for its Authorized Users’ access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) **Use Restrictions.** Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) **Suspension.** Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. **Service Levels and Support.** Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. **Fees and Payment.**

(a) **Fees.** Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. **Confidential Information.**

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential

Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party and make a reasonable effort to obtain a protective order; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

#### 6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5, on written request by Customer made within 30 days after the effective date of termination of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval.

#### 7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

**10. Term and Termination.**

(a) **Term.** Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) **Termination.** In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) **Survival.** Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

**11. Independent Contractor.** The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

**12. Miscellaneous.**

(a) **Governing Law: Submission to Jurisdiction.** The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) **Entire Agreement: Order of Precedence.** The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) **Amendment; Waiver.** No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed, if to Customer, to the recipients and addresses set forth on the Order Form (or to such other address as Customer may designate from time to time in accordance with this Section). All Notices to DebtBook must be addressed to the recipients and addresses set forth at <https://www.debtbook.com/legal>. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) **Severability.** If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) **Assignment.** Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) **Marketing.** Neither party may issue press releases related to the Agreement without the other party's prior written consent.

(i) **State-Specific Certifications & Agreements.** To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) **Execution.** Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.

## STORY COUNTY UTILITY PERMIT

Date 9/12/22

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 2074 242<sup>nd</sup> St, Marshalltown, IA 50158, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electric on secondary route 578<sup>th</sup> Ave.  
From 33559 578<sup>th</sup> Ave under 578<sup>th</sup> Ave a  
distance of 700 ft.

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

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

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

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

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

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

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

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

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

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

Date 9-9-22

Consumers Energy  
Name of Company (Applicant - Permittee)

641-485-4064  
by Phone no.

Recommended for Approval:

Date 9-12-22

515-382-7355  
County Engineer Phone no.

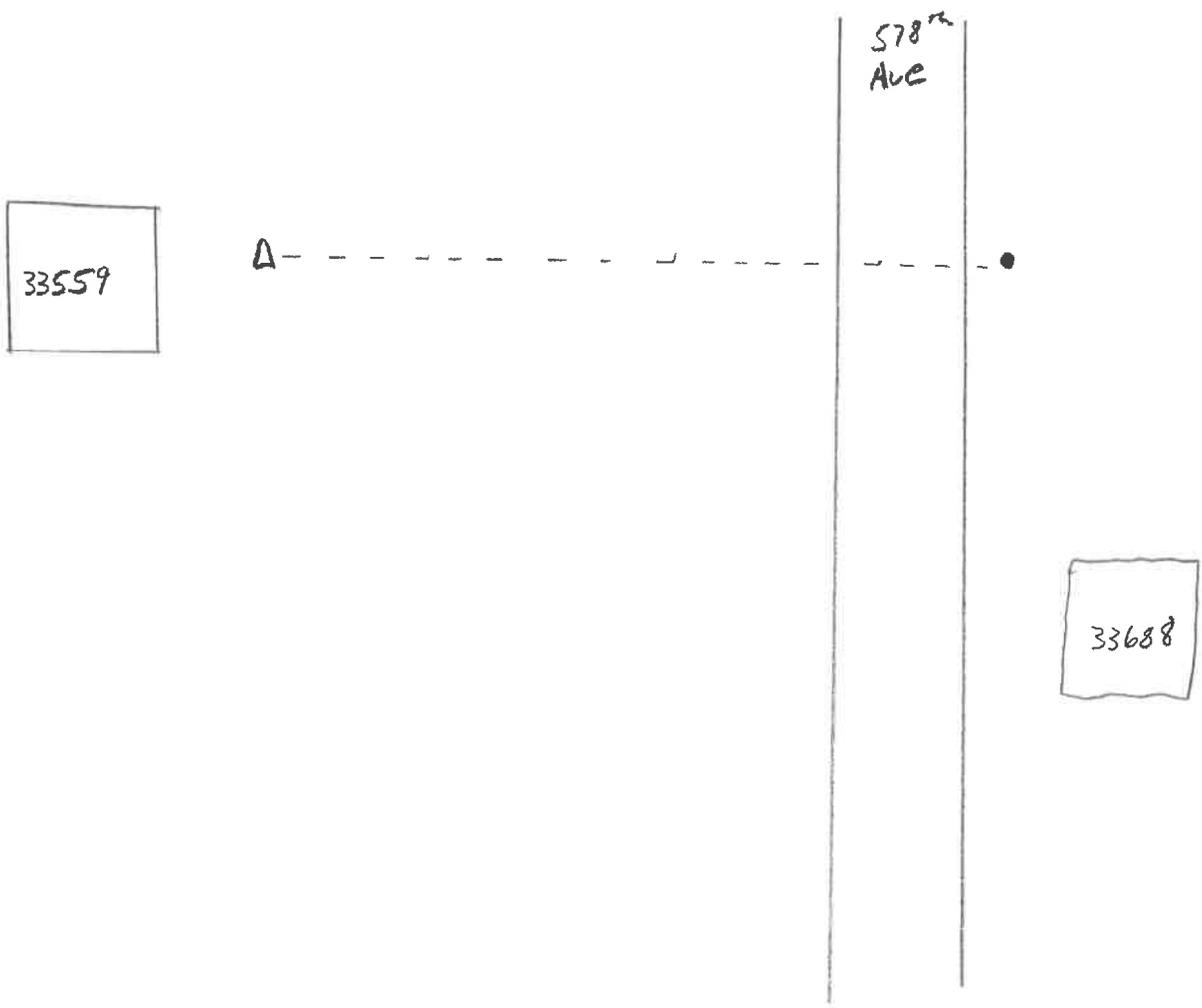
Approved:

Date 9-20-22

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.**





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.

## STORY COUNTY UTILITY PERMIT

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 2074 242<sup>nd</sup> St, Marshalltown, IA 50158, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electric on secondary route 290<sup>th</sup> st.  
From a 59040 290<sup>th</sup> St. under 290<sup>th</sup> St.  
distance of 70 ft.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date 9-9-22

Consumers Energy

Name of Company (Applicant - Permittee)

641-485-4064

by

Phone no.

Recommended for Approval:

Date 9-12-22

515-382-7355

County Engineer

Phone no.

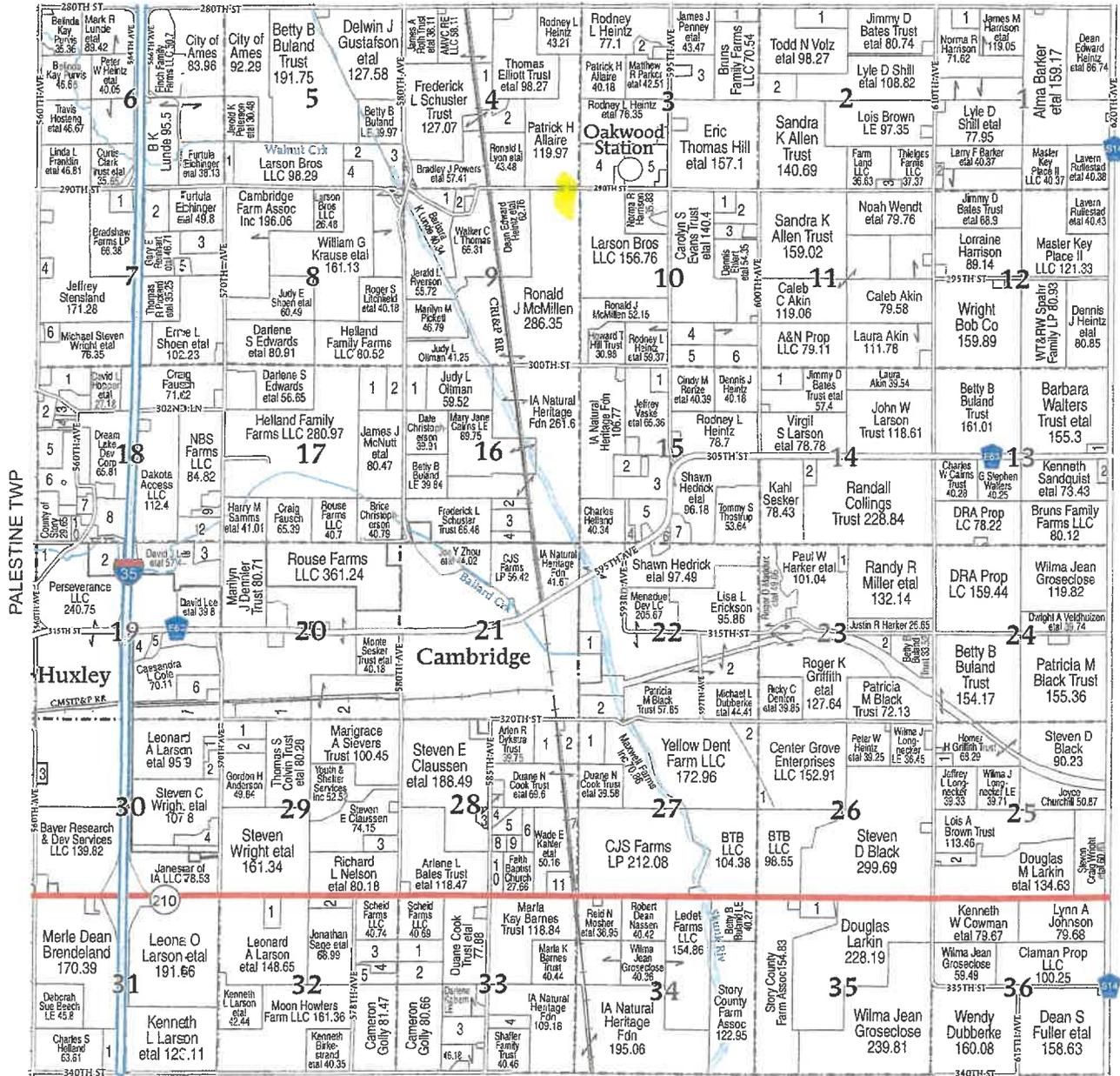
Approved:

Date 9.20.22

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.**

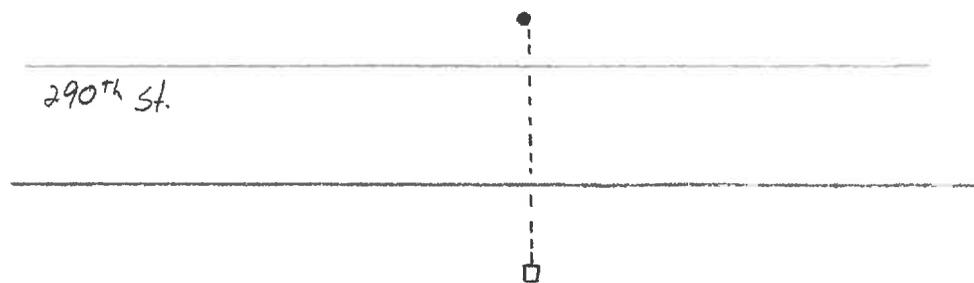
(Landowners)  
GRANT TWP



POLK CO

UNION TOWNSHIP		SECTION 20		SECTION 23	
1 DERSCHIED, GREGORY G ETAL	12.49	1 HANKS, HAROLD DEAN ETAL	26.65	1 HEGGEN, DANIEL CHRISTOPHER	17.68
2 BARKER, TIMOTHY DON ETAL	5.05	2 KALSEM, DAVID A ETAL	72.44	2 HEGGEN, DAVID K	12.31
SECTION 2		SECTION 22		SECTION 30	
1 SLOWIGER HILLTOP FARMS INC	22.74	1 IA NATURAL HERITAGE FDN	9.88	1 HEGGEN, MARY JANE	6.07
2 BRUNS FAMILY FARMS LLC	20.42	2 ESCHER, LAVERNE	22.31	2 NOBILING, GARY LEE	9.02
3 JONES, DANIEL ETAL	5.96	SECTION 23		3 BOWERS, CHARLES A	5.4
SECTION 3		SECTION 25		4 ACCOLA, DAVID ETAL	14.56
1 JENSEN, STANLEY ETAL	13.32	1 APLAND, MARILYN J	5.12	SECTION 31	
2 LINK, CARL W ETAL	7.23	2 BLACK TRUST, PATRICIA M	10.85	SECTION 32	
3 GREENLEE, MARY HEATHER W ETAL	35.78	SECTION 26		1 FREELAND FARM LLC	10.94
4 HEINTZ, DENNIS ETAL	35.15	1 YELLOW DENT FARM LLC	6.68	2 STOCKHAUSEN, CAMIE J	11.36
5 SHILL, LYLE D ETAL	35.6	SECTION 27		3 CARVER, ROBYN	20.59
SECTION 4		SECTION 28		4 NESS, RICK S ETAL	7.1
1 VME GROUP LLC	18.21	1 SHEPLEY TRUST, RENAE S	20.9	5 SADLER, LARRY J	13.24
2 VOSHELL, JESSICA JO	28.04	2 SHEPLEY, GARY L	15.34	SECTION 33	
SECTION 5		3 EDLEMAN, MARTIN GEORGE	8.62	1 CARVER, ROBYN	20.11
1 EICHINGER, FURTULA ETAL	8.44	4 EDLEMAN, MARTIN G	6.6	2 NESS, RICK S ETAL	20.27
2 COUNTY OF STORY	26.62	5 HALL, CHARLES KELLS ETAL	11.84	3 KALSEM TRUST, DARLENE L	25.14
3 SMALLY, RAYMOND L	13.47	6 ROSS, JEFFREY ALAN	10.89	4 CLEMENT, JEFFREY BURTON ETAL	12.15
4 AMUNDSON, LEE D ETAL	18.66	7 CIS FARMS LP	12.38	SECTION 35	
SECTION 7		8 VOLKMAN, ANDREW C ETAL	5.95	SECTION 35	
1 STATE OF IA	11.43	9 WINDOW, KENNETH E ETAL	5.22	1 WENDT, NOAH R	13.98
2 EASTER, NATHAN A ETAL	20.58	10 HUBER, JACOB J ETAL	12.77		
3 BULAND TRUST, BETTY B	20.78	11 MOODY, TODD C ETAL	12.27		
4 SMALLY, RAYMOND L	6.13				
5 HUBER, JEROME A	6.04				

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N



Bore under the roadbed and ditch a minimum of 4 foot and install 2 inch Duct containing 240 volt electric cable for the house.

## STORY COUNTY UTILITY PERMIT

Date 9/12/22

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route 290th St., from North ROW Line to South ROW Line, a distance of 100 L.F. miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows: Directional boring from North ROW Line to South ROW Line under 290th Street, installing a 1" PVC Service Line, between Sections 4 & 9, in Union Township, a minimum of 5 feet deep. See attached Plan Sheet.
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

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

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

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

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

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

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

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

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

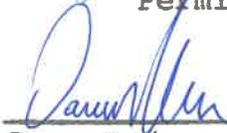
Date 9-9-2022

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

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

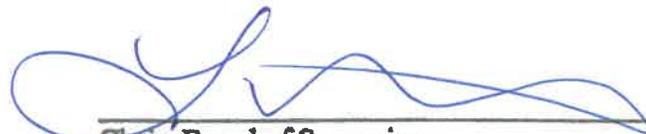
Recommended for Approval:

Date 9-12-22

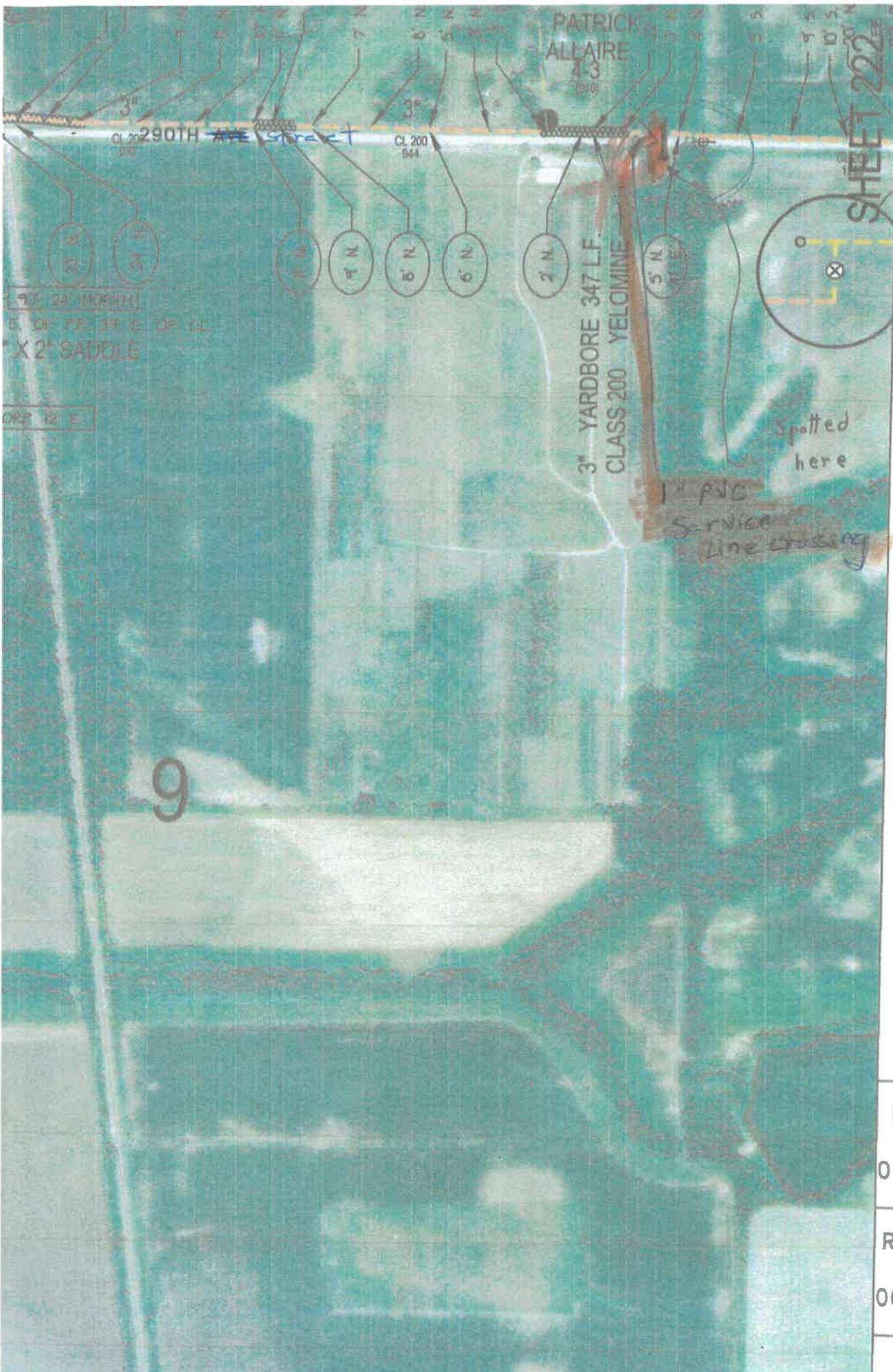
  
County Engineer Phone no. 515-382-7355

Approved:

Date 9.20.22

  
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.



**IOWA REGIONAL UTILITIES ASSOCI,**  
 1351 IOWA SPEEDWAY DRIVE, NEWTON, IOWA 5020  
 (641) 792-7011

DRAWN BY  
 DAL  
 07/19/2005

REVISED BY  
 CLG  
 06/23/2009

TR 2 N

## STORY COUNTY UTILITY PERMIT

Date 9/16/22

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route 250th St., from North ROW Line of 250th St. to 63855 250th Street, a distance of 0 miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows: Directional boring in the North ROW line of 250th Street, connecting a 1" PVC Service Line, in Section 17, T83N, R22W, Nevada Township, a minimum of 5 feet deep. See attached Plan Sheet.
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
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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.

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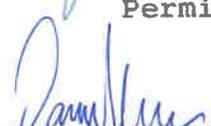
Date 9-15-2022

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

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

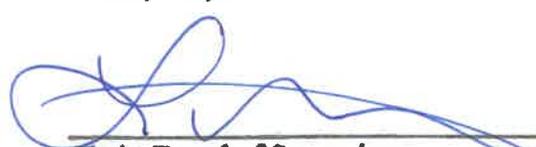
Recommended for Approval:

Date 9-16-22

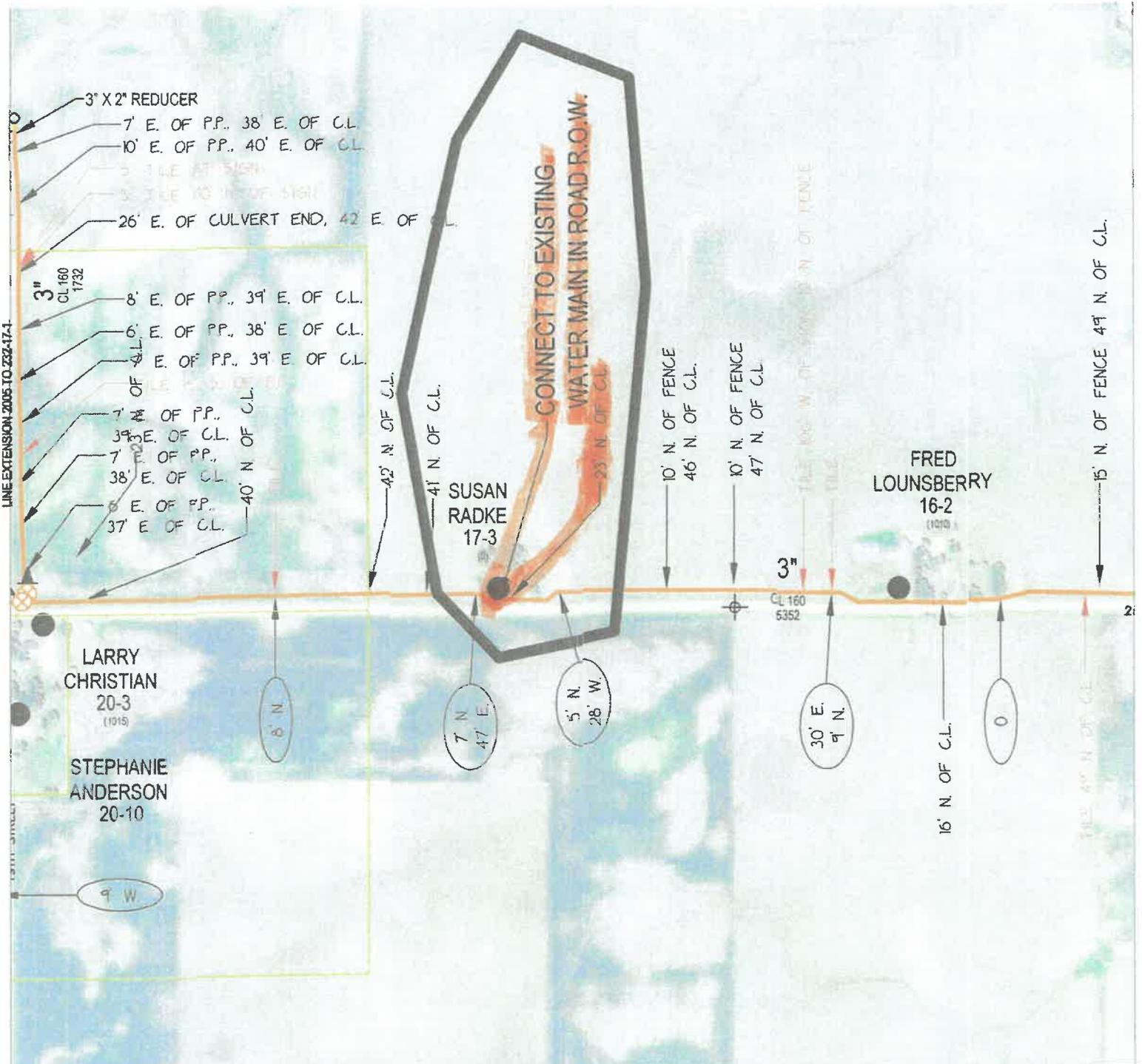
  
County Engineer Phone no. 515-382-7355

Approved:

Date 9-20-22

  
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.



SHEET 232 PARTIAL  
 REVISED BY CLG 00/00/0000  
 DRAWN BY GMK 9/15/2022

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

STORY COUNTY

1" = 500'

N



# Story County Request for Salary Exception

*No Action Taken*

Employee Name: Constance Toresdahl

Date of Request 09/09/ 2022

Department: Sheriff's Office

Position Title: Administration Commander

Hire/Promotion Date: 08/29/1994

Salary Adjustment (step) according to Policy: 21K

Salary Adjustment (step) Requested: See Attached

Effective Date of Requested Adjustment: September 11, 2022

Provide justification for the request. Include qualifications, internal equity considerations, special labor market consideration, success of current and relevant prior recruitment history or any additional information that is relevant to the request.

See attached...

Elected Official/Department Head Signature: *Paul M. Fjzfeld*

Date: 9-9-22

Approved \_\_\_\_\_ Date \_\_\_\_\_ Salary Adjustment Approved: \_\_\_\_\_

Chair, Board of Supervisors



# Sheriff's Office

Story County  
PAUL H. FITZGERALD, Sheriff



---

Emergency 911 • Office: 515-382-6566 • Fax #: 515-382-7479 • 1315 S. B Ave. Nevada, Iowa 50201

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September 9, 2022

Story County Board of Supervisors  
Latifah Faisal, Chairperson  
Story County Administration Building  
900 6<sup>th</sup> St.  
Nevada, IA 50201

Dear Board:

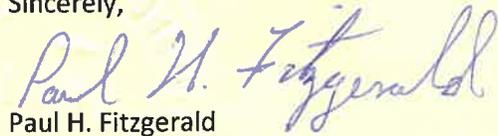
I am submitting the request for a salary exception to the position of Administration Commander within the Sheriff's Office. The Administration Commander position is unique since this position manages many aspects of the Sheriff's Office, some of which include the office wide budget, personnel matters and the internal HR function within our office, including organization and access to all personnel files, just to name a few. Due to the HR duties, the Administration Commander is not a member of the Command Staff PPME Collective Bargaining Agreement. The PPME Collective Bargaining Agreement, which sets the salary for four commander positions within the sheriff's office, and the newly established Story County salary scale, which sets the salary of the Administration Commander, shows a perpetual inequity of pay. This inequity is problematic for many reasons.

As you are most likely aware, the Sheriff's Office is organized into five divisions. Four of the five divisions (Field Services, Jail, Support Services, and Communications) all have commanders with salaries based on the PPME Collective Bargaining Agreement. This agreement spells out the salary and salary increase through June 30, 2024. The Administration Commander operates their division with the same responsibilities and expectations as the other four Commanders; yet, there is a significant disparity in pay compared to the other Command positions. This not only lacks of parity in terms of compensation for the position and potential retention of quality personnel, but also presents challenges in filling future vacancies of the Administration Commander's position.

Earlier this year, I established the Administration Division and named Constance Toresdahl as the Commander. This change was overdue and made to accurately reflect the status to be in line with the other four divisions. Commander Toresdahl has been in her current role for eight years and has been held to the same expectations and responsibilities of a division commander throughout that time. Commander Toresdahl's current salary is approximately \$18,000 less than that of her peers in salary step 3 of the bargaining unit.

I am respectfully asking the Board of Supervisors to approve this request for a salary exception for the Administration Commander position currently held by Commander Toresdahl. More specifically, I am requesting that her salary be adjusted to the starting commander salary outlined in the current Command Staff Collective Bargaining Agreement of \$104,499.72 annually. I also request this position mirror that of the PPME Command Staff Collective Bargaining Agreement moving forward.

Sincerely,

A handwritten signature in blue ink that reads "Paul H. Fitzgerald". The signature is written in a cursive style with a large, stylized "F".

Paul H. Fitzgerald  
Story County Sheriff



# Aureon Communications, LLC

## Service Agreement

**Agreement #: 4818489773**

**Term: 36 Month**

This Agreement is made between Aureon Communications, LLC ("Aureon") (Provider) and Story County (Client).

<b>Client:</b> Story County	<b>Provider:</b> Aureon Communications, LLC
<b>Address:</b> 900 6th St Nevada, IA 50201	<b>Address:</b> 7760 Office Plaza Drive South West Des Moines, IA 50266
<b>Contact:</b> Clint Myer	<b>Contact:</b> Ben Killion
<b>Phone:</b> (515) 733-2121	<b>Phone:</b> 515-245-7622
<b>Email:</b> cmyer@storycountyiowa.gov	<b>Email:</b> ben.killion@aureon.com

Service Location	SKU	Product Description	Qty	MRC	NRC
126 S Kellogg Avenue, Ames, IA, 50010	DIA16	Dedicated Internet Access Tier 1 - 100 Mb	1	\$ 438.00	\$ -
<i>** Taxes and surcharges are not included**</i>			<b>Total</b>	<b>\$ 438.00</b>	<b>\$ -</b>

**TERM.**

This Agreement shall become effective upon execution by the Parties. The initial term of the Agreement shall begin on the commencement of any Services under this Agreement (the "In-Service date") and shall remain in force for the contract term as specified above. Thereafter, this Agreement shall automatically renew for successive terms of one (1) month unless either party gives a notice of non-renewal at least thirty (30) days prior to the expiration of the then current term.

**ACCEPTABLE USE POLICY.** Provider's Acceptable Use Policy is available on request and subject to change from time to time.

**SERVICE LEVEL AGREEMENT.** Provider's Service Level Agreement is available on request and subject to change from time to time.

**TERMINATION.**

Client may elect to terminate this Agreement for its own convenience upon thirty days prior written notice to Provider. In the event Client elects to terminate this Agreement prior to the expiration of the current term, Client shall be responsible for an early termination fee equal to one hundred percent of the monthly recurring charges for the remaining portion of the Contract Period. Equipment included in the monthly recurring price remains the property of Provider. Upon termination for any reason, this equipment shall be returned to Provider in the same condition as provided to Client except for normal wear and tear. If Client damages equipment provided by Provider, Client will be billed for replacement of equipment. In the event fiber construction is required to provide service described above and the cost of the fiber construction exceeds twenty percent of the initial cost due to unforeseen issues and Client is unwilling to adjust pricing of this Agreement to compensate Provider for these increased costs, either Party has the right to terminate this Agreement immediately. If contract is signed by both parties and Client wishes to terminate service before in-service date begins, Client will be responsible for any expenses incurred by Provider directly related to **CLIENT OBLIGATIONS.**

Client agrees to conduct business in a courteous and professional manner with Provider and Client has the following obligations: To permit the installation of monitoring and maintenance software as needed on Client equipment (for managed services only); To ensure that requests for Services are made as tickets initiated by Client calling Provider's primary published phone numbers (and not Provider staff direct phone numbers) or by e-mailing Provider's published support email address (and not Provider staff's direct email addresses); To ensure that requests for Service contain sufficient information to enable the problem to be investigated; To ensure that equipment is available (powered on, online, with power saving modes disabled) to Provider for maintenance outside of standard business hours on a regular basis; To ensure the availability and cooperation of reasonably skilled staff on-site to respond to queries from and to implement instructions from Provider; To ensure physical access to the demarcation point and Provider supported equipment as needed; To ensure that staff are reasonably trained in the correct use of equipment or software; Not to seek or use equipment or software outside of their specified functionality; To authorize replacement of Provider supported equipment according to the manufacturer's recommended refresh cycle; To inform Provider reasonably in advance of any proposed system or facility changes, and to obtain advance approval from Provider before carrying out any tasks to supported equipment or software other than normal day to day use. It will be the Client's responsibility to cancel any services being replaced by Provider's service and Provider will not be responsible for any charges from **PAYMENT.**

Payment is due 30 days from the date of invoice. Prepayment of some or all of the Nonrecurring Charges may be required before installation can commence. In the event Client fails to make full payment by the due date, Client also shall pay a late fee in the amount of the lesser of one and one-half percent (1 ½%) of the unpaid balance per month or the maximum lawful rate under applicable state law that shall accrue from the due date, whichever is lower. Client shall pay any amounts incurred by Provider in the collection of past-due amounts owed, including, but not limited to, reasonable attorneys' fees and costs. If Client reasonably disputes any portion of an invoice, Client must pay the undisputed portion of the invoice in accordance with the terms and conditions of this Agreement and submit a written claim for the disputed amount. All claims must be submitted to Provider within ninety (90) days from the invoice date for those Services. Client waives the right to dispute any charges not disputed within the time frame set forth above.

**WARRANTIES AND REMEDIES.**

Provider warrants that it will perform substantially in accordance with the Services herein. Client understands that some communication technologies incur overhead at the expense of the advertised speed. Provider retains the right to utilize reasonable network management practices tailored to achieve legitimate network management purposes. Provider retains the right to determine the priority of Services or any request for service from Client. This warranty is void if Provider's failure to achieve performance targets has resulted from accident, abuse, misapplication, abnormal use, or failure of Client to fulfill Client Obligations. Except for any refund elected by Provider, Client is not entitled to any damages, including but not limited to, consequential damages, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. Except for the aforementioned warranty and the maximum extent permitted by applicable law, Provider provides services as is and with all faults, and hereby disclaims all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, or accuracy or completeness of responses, of results, of lack of viruses, of lack of negligence, all with regard to Services, and the provision of or failure to provide support or other services, information, software, and related content through the Services or otherwise arising out of the use of Services.

**LIMITATION OF LIABILITY.**

CLIENT HEREBY ACKNOWLEDGES THAT ALL COMPUTER DATA NETWORKS AND BACKUP SYSTEMS INCORPORATE A RISK OF DATA LOSS, DOWN TIME, AND UNAUTHORIZED INTRUSIONS AND THAT PROVIDER IS NOT LIABLE FOR ANY LOSS, CORRUPTION, OR BREACH OF CLIENT'S DATA. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party. Such causes include, but are not limited to, hardware failure, electricity interruptions, any and all other third party interruptions, including, but not limited to, vendor failure, interruption, and bankruptcy, acts of God, acts of civil or military authority, government regulations superimposed after the fact, strikes, lockouts, fires, floods, and other natural disasters. To the maximum extent permitted by applicable law, in no event shall Provider be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use Services, the provision of or failure to provide Services, or other services, information, software, and related content through the Services or otherwise arising out of the use of Services, or otherwise under or in connection with any provision of this Agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract, or breach of warranty of Provider, and even if the Provider has been advised of the possibility of such damages. Notwithstanding any damages that Client might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Provider under any provision of this Agreement and Client's exclusive remedy for all of the foregoing (except for any remedy or repair elected by Provider with respect to any breach of the warranty) shall be limited to the amount actually paid by Client to Provider.

**INDEMNIFICATION.**

Provider and Client shall mutually and bilaterally agree to indemnify, defend and hold harmless the other Party, and their directors, officers, employees, agents, stockholders and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees) which arise out of or relate to the injury or death of any person, or damage to any property resulting from such Party's or its contractors', employees' or agents' actions or omissions regarding the Services being provided under this Agreement. In addition, Provider agrees to indemnify, defend and hold harmless Client and its directors, officers, employees, agents, stockholders and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees) which arise out of or relate to a claim that the Services infringe upon the proprietary or intellectual property rights of a third party.

**THIRD PARTIES.**

If one or more Services from a Third-Party provider and the Third-Party provider increase their prices to Aureon, Aureon may pass along the price increases in the form of increased MRCs for the affected Services. Aureon will provide at least 60 days' written notice of any price increase. If prior to the price increases taking effect, the Client provides written notice that they do not accept the price increase, Aureon may at its sole discretion continue to offer the services at the original price or terminate the affected services.

**MISCELLANEOUS.**

This Agreement and the Appendices attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements, and understandings with respect hereto. The parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within one (1) year of the date of the breach, without regard to the date the breach is discovered. If any provision of this Agreement is held for any reason by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect and the provision found to be contrary to law shall be deemed modified to the most limited extent required in order to cause such provision to be in accordance with applicable law while most fully carrying out the intent of the applicable provision as set forth herein. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of Iowa. The place of this contract, its situs and forum, shall be Iowa, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Client agrees to provide to Aureon's contractor in advance of construction a list all known underground obstructions (i.e., sprinkler lines, water lines, utility lines, hazardous materials, subsurface objects, lines/conduits, etc.) within the proposed designed pathway so that disruption or damage to owner property and services during the installation process can be avoided. Aureon's contractor will attempt to locate all items listed by the Client. Any damages occurring to unlisted items will be the Client's responsibility

<p><b>AGREED TO BY CLIENT</b></p> <p>BY: <u>Latifah Faisal</u></p> <p>Signature: <u>[Signature]</u></p> <p>Title: <u>Chair, Board of Supervisors</u></p> <p>Date: <u>9.20.22</u></p>	<p><u>Approved by Aureon</u></p> <p>BY: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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**Deadline for Execution** The offer under this Agreement will expire at the close of business on 11/13/2022, if the Provider has not received Client's signed Agreement by that



Memorandum

To: Story County Board of Supervisors  
Through: Michael Cox, Director  
From: Ryan Wiemold, Parks Superintendent  
Date: September 20, 2022  
Re: Consideration Of Purchasing A 2022 Ram 2500 Crew Cab Truck From Stew Hansen's for \$ 45,966.00

SCCB budgeted \$37,700 in FY23 for the purchase of a fleet and hauling truck to assist in park maintenance operations. SCC will trade the fleet truck being replaced through auction, which will return an amount of compensation back to the County General Fund.

Staff has been contacting dealerships all over central Iowa regarding available inventory and finding an available truck has been difficult. Stew Hansen's out of Des Moines would source this truck to be available to us in October or November at a cost of \$45,966.00.

The total over SCC's budget will be \$8,266.00.

Staff urges your consideration and approval.

  
Approval

\_\_\_\_\_  
Disapproval

9.20.22  
Date

\_\_\_\_\_  
Date

out of Current SCC budget



Memorandum

To: Story County Conservation Board  
Through: Michael Cox, Director  
From: Tyler Kelley, Vegetation Management Specialist  
Date: September 20, 2022  
Re: Consideration Of Purchasing A 2022 Ram 3500

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 amended 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 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 SRW truck was found at Deery of Ames. This truck has an EBY flatbed installed but would require a tool box and hazard light installation. Deery of Ames contacted Truck Equipment Inc. regarding this installation. Their cost is included in the attached quote. The costs of the truck and tool box/hazard light installation were quoted at \$58,828.00 and \$3,976.00 respectively, for a total cost of \$62,804.00, resulting in an over-budget expense of \$15,604.00.

Staff urges your approval.

Approval

Date

9.20.22  
out of current SCC budget

Disapproval

Date

# DEERY *of Ames*

## COMMERCIAL

**Quote**  
By Parker

Date September 8, 2022  
Valid Until September 8, 2022  
Quote # R4239  
Customer ID 01QHS

**Customer:**  
Story County - Tyler

**Quote/Project Description**  
2022 Ram 3500 SRW Chassis  
EBY 'Big Country' Flatbed  
GOVT BID

Description	MSRP	Line Total
	\$	67,984.00
	DISCOUNTS	\$(9,156.00)
Accessories Installed by Truck Equipment of Des Moines* (2) Weather Guard 30"x18" underside toolboxes (4) 8200S-A 8 Light Amber LED Surface Mount Strobes - @ on grille, 2 on rear of body (1) 454101L-25 Federal Amber Mini Bar - Mounted on top of bulkhead DR3500CA Timbren Overload Springs - Rear  * Deery of Ames will supply transport to Truck Equipment	\$	3,976.00
	<u>Deposit</u>	

**Special Notes and Instructions**  
\* Taxes and fees not included

**\*Subtotal \$ 62,804.00**

Above information is not an invoice and only an estimate of services/goods described above.  
Payment will be collected in prior to provision of services/goods described in this quote.

Please confirm your acceptance of this quote by signing this document

\_\_\_\_\_ Date

**Thank you for your business!**



## 2022 Sponsorship Proposal for Story County Board of Supervisors

### 2022 PROPOSED:

• 2022 Symposium on Building Inclusive Organizations	\$5000
<b>Total 2022 Proposed:</b>	<b>\$5000</b>

- 15 complimentary tickets
- Acknowledgement and large logo on signage and program
- Verbal recognition at the event
- Recognition on social media as partnering presenting sponsor (City of Ames, ISU)
  
- Any and all packages are meant to be suggestions; discussion is recommended for business goals and budgets.

APPROVED      DENIED

Board Member Initials:   A  

Meeting Date:   9.20.22  

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

\_\_\_\_\_

\_\_\_\_\_

## LEASE OPTIONS FOR 10 MOTOR GRADERS OPTION 2

- \* Lease 10 Motor Graders for 5 years @ a cost of \$259,582 per year.
- \* This option would apply 50% of existing fleet value of \$1,311,140 to the lease and the remainder of fleet value to Equipment Fund.  
\$ 655,570
- \* Captured parts savings @ 5 years and put into Equipment Fund.  
\$ 320,000
- \* Capture Net trade-in value @ 5 years conservative @ \$30,000 ea.  
\$ 300,000
  
- Total Equipment Fund @ 5 years \$ 1,275,570
  
- \* Can reduce Motor Graders from 13 to 12 (Our 2 spares will be our 2 newest current graders, both under warranty)
- \* All Motor Graders will be under warranty no unanticipated expenses.
- \* Lower inventory due to all Motor Graders spec the same.
- \* More production less down time.
- \* The only items the County will be responsible for are tires, glass, services and blades.
- \* The purchase option (buy-out) @ 5 years would be \$1,241,600.

- Final lease payment due in March 2024 of \$1,240,800
- Lead time of over one year to order new motor graders so we need to take action soon
- Difficult to predict trade in value of our existing 2019 motor graders over a year out
- Existing 10 motor graders out of warranty after March 2024
- Could purchase 7 year warranty on new graders for an additional \$11,060 per machine (5 year bumper to bumper + 2 years powertrain and hydraulics)

**2014 Lease:** (CAT financing, 2.9%)

10 motor graders @ \$294,900 (with snow equipment)  
\$ 0 trade allowance  
\$650,000 down payment  
\$259,582 lease payment  
\$1,241,600 final lump sum payment

**2019 Lease:** (US Bancorp, 3.9%)

10 motor graders @ \$312,886.00 (no snow equipment)  
\$289,900 trade allowance (\$30,840 equity per 2014 grader)  
\$650,000 down payment  
\$250,987 lease payment  
\$1,240,800 final lump sum payment

**Proposed:**

**2024 Lease:** (No lease, buy outright, no interest, no lease hearing)

10 motor graders @ \$457,500 (with snow equipment)  
\$200,000 trade allowance (2011, 2014 spare graders that we own)  
Sell 8 2019 graders @ \$175,000/each = \$1,400,000  
\$4,575,000 (10 new mogo) + \$1,240,800 (prior lease lump sum) - \$1,600,000 (equity) = **\$4,215,800**  
Use annual LOST \$250,000 for tandem truck purchase

**2024 Lease: (US Bancorp, ?%)**

10 motor graders @ \$457,500.00 (with snow equipment)

\$2,000,000 down payment

\$250,987 lease payment

\$1,240,800 final lump sum payment