

Story County
Board of Supervisors Meeting
Agenda
4/21/20

1. Originating From Administration Building, Story County Public Access Provided Via Conference Call

SPECIAL NOTE TO THE PUBLIC: Due to recommendations to limit gatherings to no more than ten (10) people in order to help slow the spread of the COVID-19 virus, public access to the meeting will be provided via conference call to listen to the meeting. Members of the public who would like to call in:

- Dial 515-603-3144
- Enter 895791# when prompted for the access code

**We ask that you mute your phone if possible.

Audio recordings of all Board meetings will be posted on our website www.storycountyiowa.gov shortly after the meeting is concluded. You may access these recordings at any time by clicking on the Meetings and Agendas button on the home page.

**If you have called to listen to the Board of Supervisors meeting and you have a question or comment, You can now text us during the meeting at 515-451-7293

2. CALL TO ORDER: 10:00 A.M.

3. PLEDGE OF ALLEGIANCE:

4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1

5. ADOPTION OF AGENDA:

6. UPDATES ON COVID-19

a) Staff

b)Supervisors

7. ITEMS BROUGHT BEFORE THE BOARD WITH REQUEST FOR IMMEDIATE ACTION:

8. PUBLIC COMMENT #1:

This comment period is for the public to address topics on today's agenda

9. Review Of Proposals Received And Consideration Of Resolution #20-88 To Approve Proposal For Sale Of General Obligation Road Improvement Bonds, Series 2020 - Travis Squires, Managing Director, Piper Sandler Via Conference Call

Department Submitting Auditor

Documents:

[RES 20 88.PDF](#)

10. AGENCY REPORTS:

I. Veterans Affairs Quarterly Report (Submitted Report Only)

Department Submitting Auditor

Documents:

[VA QTR REPORT.PDF](#)

II. ChildServe Annual Report - (Submitted Report Only)

Department Submitting Auditor

Documents:

[CHILD SERV.PDF](#)

11. CONSIDERATION OF MINUTES:

I. 4/10/20 Special Minutes & 4/14/20 Minutes

Department Submitting Auditor

12. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)new hire, effective 4/27/20, in Sheriff's Office for Staci Muschick @ \$16.68/hr; 2)pay adjustment, effective 4/26/20, in a) Veterans Affairs for Brett Mclain @ \$2,631.32/bw; 3)correction in effective date, effective 3/15/20, in Conservation, for Luke Feilmeier @ \$25.98/hr.

Department Submitting HR

13. 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 Quarterly Reports Of The Following: Sheriff

Department Submitting Auditor

Documents:

[SHERIFF.PDF](#)

II. Consideration Of Renewal Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor For Casey's General Store #2301, 17005 US Highway 69, Gilbert, Ia., Effective 7/1/20-6/30/21

Department Submitting Auditor

Documents:

[RETAIL PERMIT.PDF](#)

III. Consideration Of Submission Of Request For Payment For Reimbursement Under The

Bulletproof Vest Partnership Grant Act For \$2,247.00, At 50% Of The Cost Of Vests Purchased

Department Submitting Sheriff

Documents:

[BPV PAYMENT REQUEST.PDF](#)

- IV. Consideration Of The 28E Agreements For Contract Law Enforcement Services Between Story County, IA And The Following Cities: Collins, Colo, Gilbert, Kelley, Maxwell, McCallsburg, Roland, Slater And Zearing For \$62.13 Per Capita To Begin 7/1/20 - 6/30/21 And Shall Continue Until Either Party Terminates Or Terms Of Contracts Are Changed

Department Submitting Sheriff

Documents:

[COLLINS.PDF](#)
[COLO.PDF](#)
[GILBERT.PDF](#)
[KELLEY.PDF](#)
[MAXWELL.PDF](#)
[MCCALLSBURG.PDF](#)
[ROLAND.PDF](#)
[SLATER.PDF](#)
[ZEARING.PDF](#)

- V. Consideration Of 28E Agreement For Dispatch Services Between The Story County Sheriff's Office And The Following Cities: Huxley, Nevada And Story City For \$6.11 Per Capita For Each Community Effective 7/1/20-6/30/21 And To Continue Until The Agreement Is Modified Or Terminated By Any Of The Parties

Department Submitting Sheriff

Documents:

[HUXLEY.PDF](#)
[NEVADA.PDF](#)
[STORY CITY.PDF](#)

- VI. Consideration Of Revised Avesis Vision Renewal Rates Effective 7/1/20-6/30/20

Department Submitting Board of Supervisors

Documents:

[AVESIS REVISED.PDF](#)

- VII. Consideration Of Utility Permit(S): 20-4855, 20-4862

Department Submitting Engineer

Documents:

[UT 20 4855.PDF](#)
[UT 20 4862.PDF](#)

14. PUBLIC HEARING ITEMS:

15. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Resolution #20-87 Rasmusson Acres, Residential Parcel Subdivision – Jerry Moore

Department Submitting Planning and Development

Documents:

[STAFF REPORT.PDF](#)
[RESOLUTION 20 87.PDF](#)
[APPLICATION DOCUMENTS.PDF](#)
[POWERPOINT PRESENTATION.PDF](#)

- II. Discussion And Consideration Of Implementing A Hiring Freeze - Alissa Wignall

Department Submitting Board of Supervisors

Documents:

[HIRING FREEZE POLICYDRAFT.PDF](#)

16. DEPARTMENTAL REPORTS:

17. OTHER REPORTS:

18. UPCOMING AGENDA ITEMS:

19. PUBLIC FORUM #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.

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

21. 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, IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION #20-88

To Approve Proposal for Sale of
 General Obligation Road Improvement Bonds, Series 2020

WHEREAS, the Board of Supervisors of Story County (the "County"), State of Iowa, has previously proposed to enter into a General Obligation Loan Agreement (the "Loan Agreement"), pursuant to the provisions of §331.402 and §331.441 of the *Code of Iowa*, for the purpose of financing improvements to County roads, bridges and culverts; and has published notice and held a hearing thereon; and has expressed its intention to enter into the Loan Agreement and to issue \$3,000,000 General Obligation Road Improvement Bonds, Series 2020 (the Series 2020 Bonds"); and

WHEREAS, on behalf of the County, Piper Sandler & Co. has been working with potential lenders to obtain proposals for the sale of the Series 2020 Bonds, has reviewed proposals with the Board of Supervisors and has made a recommendation; and

NOW, THEREFORE, BE IT RESOLVED by the Story County Board of Supervisors Iowa, as follows:

Section 1. The Board of Supervisors hereby approves the recommendation from Piper Sandler & Co. that a proposal from _____ be approved for the sale of the Series 2020 Bonds, and hereby authorizes the Chairperson and County Auditor to execute the proposal on behalf of the County, in substantially the form that has been submitted to and is on file with the County Auditor.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Approved this 21st day of April, 2020

 Chair, Board of Supervisors

Attest: _____
 County Auditor

ROLL CALL	Lauris Olson	Yea	Nay	Absent	
		_____	_____	_____	_____
FOR ALLOWANCE	Lisa Heddens	Yea	Nay	Absent	
	Linda Murken	Yea	Nay	Absent	
		_____	_____	_____	_____

ALLOWED BY VOTE
 OF THE BOARD

Yea _____ Nay _____ Absent _____

Above tabulation made by _____

 CHAIRPERSON



Story County Commission of Veterans Affairs
Brett D. McLain, Director
Story County Human Services Center
126 S. Kellogg Ave. Suite 001, Ames, Iowa 50010

Ph. 515-956-2626 Fax 515-956-2627
www.storycountyiowa.gov/va
veteransaffairs@storycountyiowa.gov

April 21, 2020

Board of Supervisors Quarterly Report

****** Period covered: January 1, 2020 – March 31, 2020**

“Greetings from the Commission of Veterans Affairs”

Commissioners: Patrick Peakin, Chair; Amy Rosenberg, Secretary; Members Monty Woodward, Nick Briseno, and Luke Vance.

Two Veterans were eligible for rent assistance in the amount of **\$900.00**.

The total of county assistance was **\$900.00**.

During this third quarter, we interviewed 215 Veterans and/or Surviving Spouses for eligibility for Federal, State, and County VA benefits.

The breakdown of the 215 interviews is as follows:

175 men and 40 women.

23 served during WWII.

22 served during the Korean War.

74 served during the Vietnam War.

28 served during the Persian Gulf War.

30 served during the Cold War.

19 served in Iraq or Afghanistan (OIF, OEF, or OND).

19 Surviving Spouses of Veterans.

Veterans Day at the Capitol

On January 22, 2020, Commissioner Pat Peakin and Director Brett McLain attended Veterans Day at the Capitol. There are several Veterans Affairs bills this year for us to watch.

Hometown Outreach Program

February 19, 2020: Maxwell

March 4, 2020: Roland

March 18, 2020: Cambridge

A total of 15 Veterans and 1 Surviving Spouse attended these events.

Due to COVID-19, on March 13, 2020 the Commission suspended the Hometown Outreach Program. We are planning on reactivating the program on May 20, 2020.

The program times have increased from half days to a 9 AM - 4 PM schedule, with appointment options after 4 PM.

Nursing Home Program

During this quarter, VA visited **8** different nursing homes and assisted living facilities, seeing **23** Veterans and **10** Surviving Spouses.

Due to COVID-19, on March 13, 2020 the VA Commission suspended our Nursing Home Program, home visits, and jail visits. We are planning on reactivating this program on August 6, 2020.

Story County Freedom Flight

In January we had our first meeting for the year. Brushy Creek will possibly be ending flights to DC in 2021 after their 24th trip.

I wanted to get the committee going on raising some funds and locating Veterans who haven't gone on this trip to apply. We are sending WWII – Vietnam Veterans to DC for a one big day trip.

On March 16, 2020, a letter was received that a grant I had applied for was approved for **\$5,000**; that will cover the cost of 8.3 Veterans for the Honor Flight. Those funds will come in August from the **Senior Variety Show**. We have the rest of the funds we need to send others who are scheduled to go.

We currently have two flights scheduled for this year, August 29, 2020 and September 19, 2020. Director Brett McLain will be on the September flight.

Sincerely,

Brett McLain, Director Veterans Affairs



ChildServe Report to the Story County Board of Supervisors

April 21st, 2020

Our Mission

We partner with families to help children with special healthcare needs live a *great* life.

Our Vision

ChildServe will be uniquely positioned in Iowa to improve the health and wellbeing of children with special healthcare needs.

Our Values

ChildServe incorporates our core values of care, integrity, trust, partnerships, and excellence in our relationships with children, families, staff members, and the community.

- **Iowa's Largest Pediatric Rehabilitation Provider** with 102 occupational, physical, and speech therapists (20 in Ames)
- **Iowa's only** CARF-accredited rehabilitation program with specialties in pediatrics and brain injury
- Physician-led by **Iowa's only** board-certified pediatric physiatrist

Governance:

ChildServe is governed by a **Board of Trustees** and a **Board of Directors**.

- **Ames Community Advisory Board** meets quarterly to give feedback on community engagement and program needs.

Sarah Buss, Director of Programming, Ames Chamber of Commerce

Fern Kupfer, Retired, Iowa State University

Marcia Thompson, Retired, Ames Community School District

Accreditations:

- ChildServe Childcare Center has a **5-Star Rating on Iowa Quality Rating System**
- All other ChildServe programs are accredited within **CARF**: Commission on Accreditation of Rehabilitation Facilities



Programs and Funding:

- Childcare - ASSET funders, DHS childcare assistance, and private pay
- Outpatient Therapy and Adaptive Equipment – private insurance, private pay and Medicaid/MCOs
- Respite and Supported Community Living – ASSET funding with Central Iowa Community Services, Children at Home Funds, ARC of Story County funds, private pay and Medicaid/MCOs
- Day Habilitation, Medical Day Health, Autism Day Health – Private pay and Medicaid/MCOs



77.8%	MEDICAID/MEDICARE
11.0%	PRIVATE INSURANCE
6.4%	CHILDREN + FAMILIES
2.8%	CHARITABLE CONTRIBUTIONS
2.0%	OTHER

Number Served:

595 children were served from our Ames Location, which was a decrease of 15 children from the prior year.



38.5%: Ages 0 – 4
 33.1%: Ages 5 – 9
 13.6%: Ages 10 – 13
 8.2%: Ages 14 – 17
 5.9%: Ages 18 – 21
 0.7%: Ages 22+

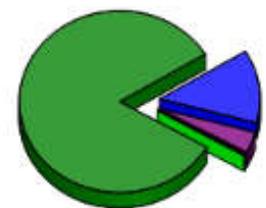
Children Served by Age	Totals
0	14
1	44
2	52
3	56
4	63
5	55
6	46
7	32
8	29
9	35
10	27
11	22

12	13
13	19
14	9
15	16
16	12
17	12
18	11
19	7
20	7
21	10
22	2
24	2
Total Children	595



# of Services Used	# of Children	%
One	490	82.91 %
Two	77	13.03 %
Three	22	3.72 %
Four	2	0.34 %
Total	591	100.00 %

of Services Used by Child



■ One
 ■ Two
 ■ Three
 ■ Four

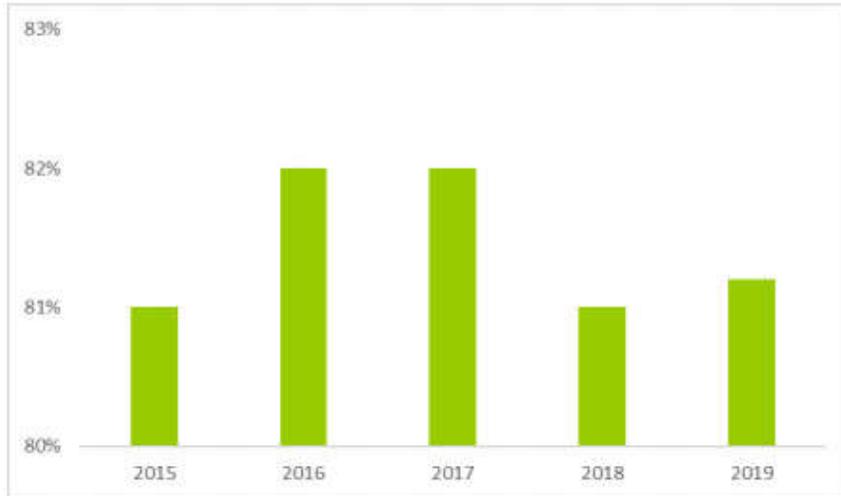
Satisfaction:

ChildServe team members have a high degree of engagement.

Staff Engagement 2019: Overall Results

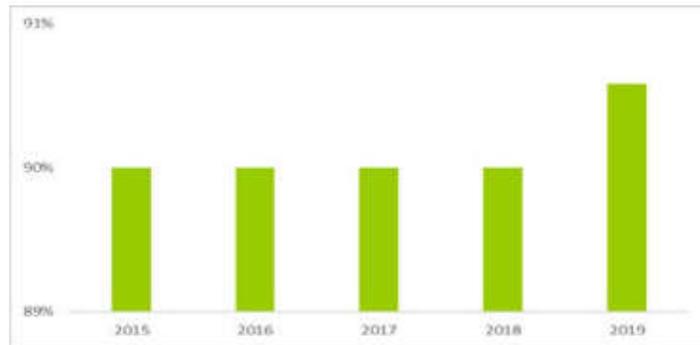
Overall Engagement (average of Q1-12): 81%

Goal: 80%



Staff who agree “The mission of my company makes me feel my job is important”: 91%

Goal: 90%



ChildServe families also report high satisfaction rates:

Area	ChildServe	Weighted Avg
Family Engagement	97%	95%
Family Satisfaction	96%	93%
Child Satisfaction	97%	93%
Family Benefit	95%	89%
Child Benefit	94%	88%
Care Coordination	94%	90%
Physical Environment	93%	91%
Billing	87%	85%
Family Responses	206	

2019 Highlights:

- Leased space across the street at 2010 Philadelphia to relocate some administrative staff. This allowed us to create a large training room space as well as convert two office spaces to treatment rooms – to allow for continued growth in Outpatient Therapy.
- Majority of growth this year has been in the Autism Day Health and Outpatient Therapy programs.
- ChildServe has been serving the community for the past 25 years.
- Had a ribbon cutting ceremony in the fall of 2019 for our newly completed Playground – restructure, drainage improvements, new surfacing.
- May 2019 – had our first annual Launch + Learn event, a lunch program to educate the community of who we are and what we do.
- October 2019 – had our first Trunk or Treat event, volunteers from staff, local businesses, and members of the community.
- Multiple grants from local businesses and community organizations: Universal Exercise Unit, Hi-Lo Plinth Table, Dynavision, Bilingual Speech Evaluation materials, a new refrigerator for feeding supplies, LiteGait Gait Trainer, Program Fees for summer Respite program, Rebounder.
- Partnered with the United Way of Story County and First Book to receive a grant that allowed for the purchase of over 1,000 books – all to be given to children in our Outpatient Therapy, Childcare, Medical and Autism Day Health programs to help build family's personal libraries.
- Have partnered with the Ames Public Library to educate employees and educators on creating library programs for children and young adults with special health care needs.

ChildServe in the time of COVID-19

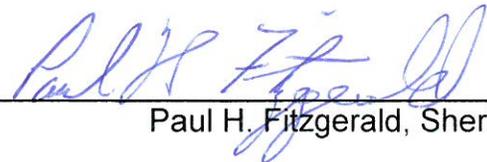
- Our Childcare facility remains open and available to our families that are currently enrolled. We have also offered up spots to Essential Employees in the community who may need temporary childcare (accepting school-age children). We are also accepting temporary admits for school-age siblings of enrolled families that need assistance while school is not in session.
- Continue to offer Medical and Autism Day Health programming.
- Outpatient therapy continues to offer in-person options but over 60% of the caseloads have been transferred to a telehealth platform. We will focus on shifting as many families as possible to the telehealth platform and continue to evaluate and offer open spots to families on the wait list.
- Respite and Supported Community Living are continuing to partner with families and explore creative ways to continue and resume services. We are working to hire parents and siblings to assist with SCL and respite goals. Zoom sessions for group meets to help keep children and young adults stay connected with their peers in the community.

**Story County Sheriff's Report
Total Income Earned
For the Quarter Ending March 31, 2020**

Civil Fees (01000-01000-4400-05)	\$33,567.02
Civil Fees (Credit Card)	\$1,513.00
Permits to Carry Concealed Weapon (01000-01000-4410-05)	\$5,700.00
Permits to Carry Concealed Weapon (Credit Card)	\$5,195.00
Interest (01000-00054-6000-05)	\$48.04
Work Release (01000-01000-4400-05)	\$1,575.00

Total **\$47,598.06**

Total Paid to Story County Treasurer **\$47,598.06**



Paul H. Fitzgerald, Sheriff

Dated 03/31/2020
PHF:kan

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2020 through June 30, 2021

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 2301

Physical Location Address 17005 US HIGHWAY 69 City GILBERT ZIP 50105

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 5152335069

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No X

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY FOR CASEY'S MARKETING COMPANY

Name (please print) Signature Date

Signature Date 04/01/2020

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

Fill in the amount paid for the permit: 50.00

Fill in the date the permit was approved by the council or board:

Fill in the permit number issued by the city/county:

Fill in the name of the city or county issuing the permit: Story County

New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

Email: iapledge@iowaabd.com Fax: 515-281-7375



PAYMENT REQUEST

1. Agency Profile

2. Application

3. Payment

3.1 Bank Information

3.2 Print Bank Form

3.3 Manage Receipts

3.4 Payment Request

3.5 Payment History

4. Status

5. Personal Information

Help

JUR: STORY COUNTY, IA

LOGOUT

OMB #1121-0235
(Expires: 10/31/2016)

Below is a list of your agency payment request(s) organized by status.

Click the **Create** button to create a new payment request.

Click the **View** link under the Action column to view details of a payment request.

To delete payment request(s) created by your agency, click the checkboxes under the Select column for each payment request you wish to delete. When you click the **Delete** button, a confirmation page displays. To delete selected payment request(s) created by your agency, click the **Confirm** button on the confirmation page. A jurisdiction cannot delete payment requests created by a LEA.

To deny LEA payment request(s), click the checkboxes next to LEA payment request(s) you wish to deny. When you click the **Deny** button, a confirmation page displays. To deny selected payment request(s), enter the **COMMENTS** and click the **Confirm** button on the confirmation page.

To submit payment request(s) to BJA, click the checkbox next to the JUR and/or LEA payment request(s) you wish to submit. Click the **Submit** button to continue with the Payment Request submission process.

CREATE

PAYMENT REQUESTS

Created

Select	Total Reported	Total Requested	Requested Date	Payment Date	Waivers	Action
JUR: STORY COUNTY						
<input checked="" type="checkbox"/>	\$4,494.00	\$2,247.00				View

DELETE DENY SUBMIT



AUTHORIZED DESIGNEE

1. Agency Profile

2. Application

3. Payment

4. Status

5. Personal Information

Help

JUR: STORY COUNTY, IA

LOGOUT

OMB #1121-0235
(Expires: 10/31/2016)

The Authorized Designee must be an employee of the jurisdiction. Contractors and third party vendors may not complete the certification process, nor may they be listed as an authorized designee contact.

Confirm Payment Request Submit	Review Banking & Contact Info	Authorized Designee	Chief Executive Certification

AUTHORIZED DESIGNEE

Title:	Mrs.
First Name:	Leanna
Middle Initial:	J
Last Name:	Ellis
Phone:	(515) 382-6566x7474
Fax:	(515) 382-7479
Email:	lellis@storycountyiowa.gov
* My authorized designee information is correct:	<input checked="" type="radio"/> Yes <input type="radio"/> No

SAVE CANCEL



CEO CERTIFICATION

1. Agency Profile

2. Application

3. Payment

4. Status

5. Personal Information

Help



Confirm Payment Request
Submit



Review Banking & Contact
Info



Authorized Designee



Chief Executive
Certification

CERTIFICATION

CHIEF EXECUTIVE CERTIFICATION

JUR: STORY COUNTY, IA

LOGOUT

OMB #1121-0235
(Expires: 10/31/2016)

Your submission of this Request for Payment as Chief Executive of your Jurisdiction for reimbursement under the Patrick Leahy Bulletproof Vest Partnership Grant Act represents your legal binding acceptance of the terms set forth on this form and your statement of the truthfulness and accuracy of representations made in this form.

CHIEF EXECUTIVE CERTIFICATION

CERTIFICATION SIGNATURE

Are you the chief executive officer:

- Yes
- No

As the Chief Executive or Authorized Designee requesting payment to this Jurisdiction for vests received, please enter your name in the space provided:

Signature:

CANCEL

SAVE

Prepared By: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 12th day of March, 2020, the City of Collins and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Collins, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Collins, Iowa will pay a per capita rate of \$62.13 (based on the 2010 census of 495) to Story County, Iowa, which amounts to the annual sum of \$30,754.35. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Collins, the City Clerk of Collins, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. City shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this Agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

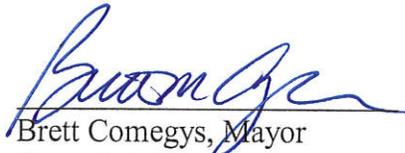
STORY COUNTY, IOWA

Story County Board of Supervisors

Attest: Story County Auditor

Paul H. Fitzgerald
Story County Sheriff

CITY OF COLLINS, IOWA


Brett Comegys, Mayor
City of Collins, Iowa


Katie Baldwin
City Clerk for Collins, Iowa

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 2nd day of March, 2020, the City of Colo and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Colo, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Colo, Iowa will pay a per capita rate of \$62.13 (based on the 2010 census of 876) to Story County, Iowa, which amounts to the annual sum of \$54,425.88. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

- 3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
- 4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
- 5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Colo, the City Clerk of Colo, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
- 6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
- 7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

STORY COUNTY, IOWA

CITY OF COLO, IOWA

 Story County Board of Supervisors


 Arlo Starbuck, Mayor
 City of Colo, Iowa

 Attest: Story County Auditor


 City Clerk for Colo, Iowa

 Paul H. Fitzgerald
 Story County Sheriff

Resolution- 2020-03-04

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 22nd day of March, 2020, the City of Gilbert and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Gilbert, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Gilbert, Iowa will pay a per capita rate of \$62.13 (based on the 2010 census of 1,082) to Story County, Iowa, which amounts to the annual sum of \$67,224.66. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Gilbert, the City Clerk of Gilbert, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

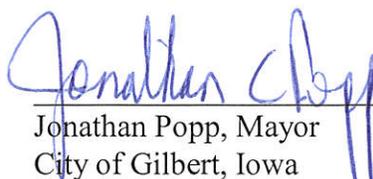
STORY COUNTY, IOWA

Story County Board of Supervisors

Attest: Story County Auditor

Paul H. Fitzgerald
Story County Sheriff

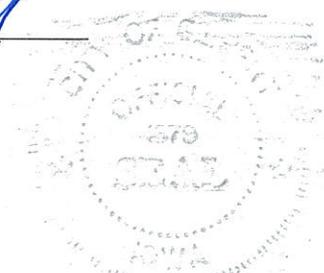
CITY OF GILBERT, IOWA



Jonathan Popp, Mayor
City of Gilbert, Iowa



City Clerk for Gilbert, Iowa



RECORD OF COUNCIL PROCEEDINGS FOR RESOLUTION NO. 2020-03-04

The City Council of Gilbert, Iowa, met in regular session in the council chambers, City Hall, Gilbert, Iowa, at 6:00 P.M., on March 2, 2020, with the Mayor presiding and the Council Members present and absent as indicated below. Council members moved and seconded the resolution as indicated below. The Mayor called for a vote upon the question of the approval of the motion to approve the resolution. The Council Members voted as follows:

	Present:	Absent:	Moved:	Seconded:	Yes:	No:
Frank Rydl	<u> X </u>	<u> </u>	<u> </u>	<u> </u>	<u> X </u>	<u> </u>
Katie Jerkins	<u> </u>	<u> X </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Teri Gallahan	<u> X </u>	<u> </u>	<u> </u>	<u> X </u>	<u> X </u>	<u> </u>
Shaon Anderson	<u> </u>	<u> X </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Jamie Miller	<u> X </u>	<u> </u>	<u> X </u>	<u> </u>	<u> X </u>	<u> </u>

The Mayor declared the resolution adopted.

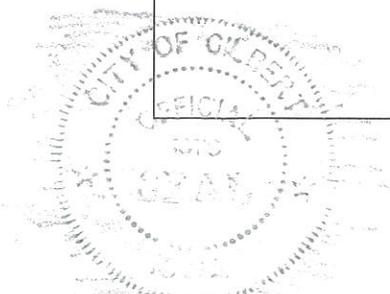
Note: The Clerk's Certificate is used to authenticate a duplicate of the original. The Clerk should not sign the certificate on the original document. The Clerk should keep the original document and record of proceedings on file in the City's permanent records at all times. The Clerk should complete the following on the duplicate when necessary to provide a "certified copy" of the original.

CLERK'S CERTIFICATE: I, the undersigned, the duly appointed, qualified, and acting City Clerk of the City of Gilbert, Iowa, do hereby certify: that I have custody of the records of the City of Gilbert; that the foregoing Resolution No. 2020-03-04 is a true and exact copy of said resolution as filed and recorded in my office; that said resolution was duly passed by the City Council, and approved as shown by the attached *Record of Action*.

In Witness Whereof, I have affixed my signature and the seal of the City of Gilbert, Iowa on this 2nd day of March, 2020 :

AFFIX SEAL HERE:


 Sonia Arellano Dodd, CITY CLERK



Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515- 382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 18th day of March, 2020, the City of Kelley and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Kelley, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Kelley, Iowa will pay a per capita rate of \$62.13 (based on the 2010 census of 309) to Story County, Iowa, which amounts to the annual sum of \$19,198.17 This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Kelley, the City Clerk of Kelley, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

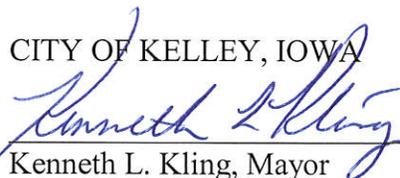
STORY COUNTY, IOWA

Story County Board of Supervisors

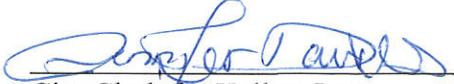
Attest: Story County Auditor

Paul H. Fitzgerald
Story County Sheriff

CITY OF KELLEY, IOWA



Kenneth L. Kling, Mayor
City of Kelley, Iowa



City Clerk for Kelley, Iowa

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 2nd day of March, 2020, the City of Maxwell and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Maxwell, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Maxwell, Iowa will pay a per capita rate of \$62.13 (based on the 2010 census of 920) to Story County, Iowa, which amounts to the annual sum of \$57,159.60. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Maxwell, the City Clerk of Maxwell, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

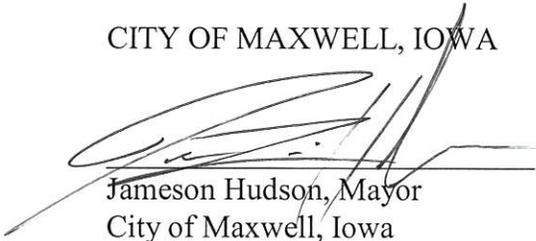
STORY COUNTY, IOWA

Story County Board of Supervisors

Attest: Story County Auditor

Paul H. Fitzgerald
Story County Sheriff

CITY OF MAXWELL, IOWA



Jameson Hudson, Mayor
City of Maxwell, Iowa



City Clerk for Maxwell, Iowa

Resolution 20-01-04

Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 2nd day of March, 2020, the City of McCallsburg and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of McCallsburg, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of McCallsburg, Iowa will pay a per capita rate of \$62.13 (based on the 2010 census of 333) to Story County, Iowa, which amounts to the annual sum of \$20,689.29. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of McCallsburg, the City Clerk of McCallsburg, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

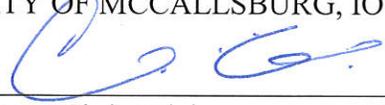
STORY COUNTY, IOWA

Story County Board of Supervisors

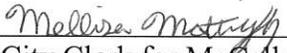
Attest: Story County Auditor

Paul H. Fitzgerald
Story County Sheriff

CITY OF MCCALLSBURG, IOWA



Mayor Chris Erickson
City of McCallsburg, Iowa



City Clerk for McCallsburg, Iowa

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 4th day of March, 2020, the City of Roland and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Roland, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Roland, Iowa will pay a per capita rate of \$62.13 (based on the 2010 census figures of 1,284) to Story County, Iowa, which amounts to the annual sum of \$79,774.92. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Roland, the City Clerk of Roland, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

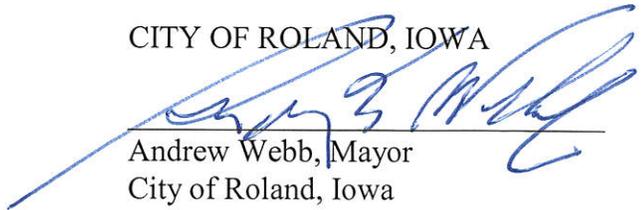
STORY COUNTY, IOWA

Story County Board of Supervisors

Attest: Story County Auditor

Paul H. Fitzgerald
Story County Sheriff

CITY OF ROLAND, IOWA



Andrew Webb, Mayor
City of Roland, Iowa



Jodi Meredith
City Clerk for Roland, Iowa

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 9th day of March, 2020, the City of Slater and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Slater, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Slater, Iowa will pay a per capita rate of \$62.13 (based on the 2010 census of 1,489) to Story County, Iowa, which amounts to the annual sum of \$92,511.57. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Slater, the City Clerk of Slater, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

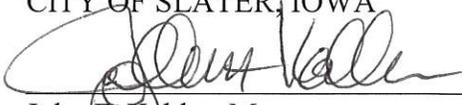
STORY COUNTY, IOWA

Story County Board of Supervisors

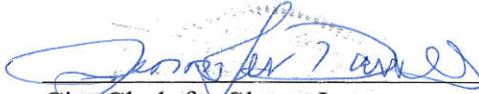
Attest: Story County Auditor

Paul H. Fitzgerald
Story County Sheriff

CITY OF SLATER, IOWA



John F. Kahler, Mayor
City of Slater, Iowa



City Clerk for Slater, Iowa

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 9 day of March, 2020, the City of Zearing and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Zearing, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Zearing, Iowa will pay a per capita rate of \$62.13 (based on the 2010 census of 554) to Story County, Iowa, which amounts to the annual sum of \$34,420.02. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

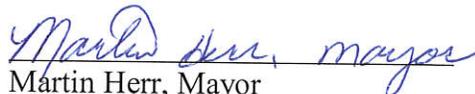
Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Zearing, the City Clerk of Zearing, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

STORY COUNTY, IOWA

CITY OF ZEARING, IOWA

Story County Board of Supervisors



Martin Herr, Mayor
City of Zearing, Iowa

Attest: Story County Auditor



City Clerk
City of Zearing, Iowa

Paul H. Fitzgerald
Story County Sheriff

Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this 10th day of March, 2020, by and between Story County, Iowa, and the City of Huxley, Iowa, and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Huxley has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Huxley agrees to the following terms with the Story County Sheriff's Office:

1. This contractual agreement shall commence on the first day of July, 2020 and shall continue for one (1) year ending on June 30, 2021. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each November and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Huxley for its dispatching services at a rate of \$6.11 per capita based on the 2010 census figure of 3,317 for Huxley and 827 for the City of Cambridge, combined population of 4,144, for an annual fee of \$25,319.84. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the Cities of Huxley and Cambridge and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Huxley and Cambridge Wastewater Treatment Plant and transmit same to said department.

The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

4. The Sheriff or Sheriff's Designee will provide the Huxley Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Huxley Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Huxley Police Department.
6. The Sheriff agrees to provide and allow the Huxley Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Huxley Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Huxley or his duly authorized agents or police officers, for violation of the city ordinances of Huxley and Cambridge, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Huxley Police Department to the Iowa Division of Criminal Investigation and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Huxley Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Huxley Police Department.
10. The City of Huxley agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Huxley and City of Cambridge ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Huxley will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance

thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.

- 13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall be acquired which would require disposition upon the termination of this agreement.
- 14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Huxley, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
- 15. As joint co-administrators the duly elected Sheriff of Story County, Iowa and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
- 16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa, and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
- 17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
- 18. Any amendments or addendums to this Agreement shall be created and passed in the same manner and with reference made to this original document.
- 19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

STORY COUNTY, IOWA, a political subdivision of the State of Iowa

CITY OF HUXLEY, IOWA a municipal corporation

Story County Board of Supervisors

Kevin Deaton
Mayor, City of Huxley

ATTEST: _____
Story County Auditor

Rita Conner
Huxley City Administrator

APPROVED:

Paul H. Fitzgerald
Story County Sheriff

Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2020, by and between Story County, Iowa, and the City of Nevada, Iowa, and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Nevada has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Nevada agrees to the following terms with the Story County Sheriff's Office:

1. This contractual agreement shall commence on the first day of July, 2020 and shall continue for one (1) year ending on June 30, 2021. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each November and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Nevada for its dispatching services at a rate of \$6.11 per capita based on the 2010 census figure of 6,798; the annual fee is \$41,535.78. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the City of Nevada and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Nevada Wastewater Treatment Plant and transmit same to said department.

The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

4. The Sheriff or Sheriff's Designee will provide the Nevada Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Nevada Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Nevada Police Department.
6. The Sheriff agrees to provide and allow the Nevada Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Nevada Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Nevada or his duly authorized agents or police officers, for violation of the city ordinances of Nevada, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Nevada Police Department to the Iowa Division of Criminal Investigation and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Nevada Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Nevada Police Department.
10. The City of Nevada agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Nevada ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Nevada will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.
13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall

be acquired which would require disposition upon the termination of this agreement.

- 14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Nevada, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
- 15. As joint co-administrators the duly elected Sheriff of Story County, Iowa and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
- 16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa, and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
- 17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
- 18. Any amendments or addendums to this Agreement shall be created and passed in the same manner and with reference made to this original document.
- 19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

STORY COUNTY, IOWA, a political subdivision of the State of Iowa

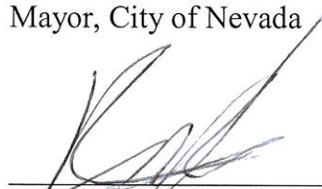
CITY OF NEVADA, IOWA a municipal corporation

Story County Board of Supervisors



Brett Barker
Mayor, City of Nevada

ATTEST: _____
Story County Auditor



~~Matthew Mardesen~~ Ricardo Martinez II
Nevada City Administrator (Interim)

APPROVED:

Paul H. Fitzgerald
Story County Sheriff

RESOLUTION NO. 037 (2019/2020)

**A RESOLUTION TO ENTER INTO A 28E AGREEMENT WITH STORY COUNTY
FOR THE PROVISION OF DISPATCH AND JAIL SERVICES
FOR FISCAL YEAR 2020/2021**

WHEREAS, the City of Nevada has no facilities to house and care for prisoners committed to jail for violation of City Ordinances, State or Federal Statutes; and

WHEREAS, the City has no office wherein the Police Department may receive or dispatch telephone and radio messages on a twenty-four hour per day basis; and

WHEREAS, the Story County Sheriff's Department has such facilities; and

WHEREAS, the Story County Sheriff's Department has submitted to the City of Nevada for its approval a proposed 28E Agreement concerning the matter, a copy of which is attached to the Resolution and marked Exhibit "A" and incorporated herein as if set out in full; and

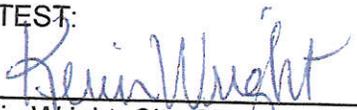
WHEREAS, it is in the best interest of the City of Nevada and the citizens thereof to enter into the proposed 28E Agreement with the Story County Sheriff's Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, that the City of Nevada shall contract with the Story County Sheriff's Department for jail and dispatch services beginning July 1, 2020 and continuing through June 30, 2021 for the annual fee of \$41,535.78. The Mayor and City Administrator are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 9th day of March, 2020.


Brett Barker, Mayor

ATTEST:

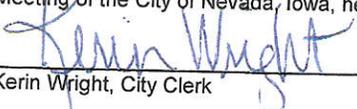

Kerin Wright, City Clerk

Moved by Council Member Barb Mittman, seconded by Council Member Sandy Ehrig, that Resolution No. 037 (2019/2020) be adopted.

AYES: Mittman, Ehrig, Hanson, Neelson, Spence, Sampson
NAYS: None
ABSENT: None

The Mayor declared Resolution No. 037 (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 037 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 9th day of March, 2020.


Kerin Wright, City Clerk

Prepared by Paul H. Fitzgerald, Story County Sheriff, 1315 S B Avenue, Nevada, Iowa 50201 PBX 515-382-6566

DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2020, by and between Story County, Iowa, and the City of Story City, Iowa and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Story City has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Story City agrees to the following terms with the Story County Sheriff's Office:

1. This contractual agreement shall commence on the first day of July 2020 and shall continue for one (1) year ending on June 30, 2021. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each November, and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Story City for its dispatching services at a rate of \$6.11 per capita based on the 2010 census figure of 3,431; the annual fee is \$20,963.41. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the City of Story City and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Story City Wastewater Treatment Plant and transmit same to said department. The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

4. The Sheriff or Sheriff's Designee will provide the Story City Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Story City Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Story City Police Department.
6. The Sheriff agrees to provide and allow the Story City Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Story City Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Story City or his duly authorized agents or police officers, for violation of the city ordinances of Story City, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Story City Police Department of Public Safety and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Story City Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Story City Police Department.
10. The City of Story City agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Story City ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Story City will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.

13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall be acquired which would require disposition upon the termination of this agreement.
14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Story City, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
15. As joint co-administrators the duly elected Sheriff of Story County, Iowa, and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
18. Any amendments or addendums to this agreement shall be created and passed in the same manner and with reference made to this original document.
19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

STORY COUNTY, IOWA, a political
subdivision of the State of Iowa

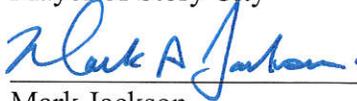
Story County Board of Supervisors

ATTEST: _____
Story County Auditor

CITY OF Story City, IOWA
a municipal corporation



Michael Jensen
Mayor of Story City



Mark Jackson
Story City Administrator

APPROVED:

Paul H. Fitzgerald
Story County Sheriff

March 26, 2020

RE: **Story County**
Vision Plan Renewal

Thank you for choosing Avēsis as your vision care provider. We are privileged to have you as our client and are committed to ensuring that Story County receives the best vision care experience available. We look forward to continuing our relationship with you and serving as your vision carrier of choice in the coming years.

We are pleased to offer a (2) year guarantee with the following premium rates:

Group Number: 60790-1509
Current Rates: \$11.64 / \$22.37 / \$24.38 / \$31.36
Renewal Period: July 01, 2020 - June 30, 2022

Option 1 (Current Plan)

Renewal Plan: 933
Lens Option Package: N/A
Copays: \$10 / \$15
Wholesale Frame Allowance: \$50
Contact Lens Allowance: \$130
Renewal Rates: \$11.99 / \$23.04 / \$25.11 / \$32.30

We would like to offer your group some additional benefits to better suit their needs!

Option 2

Plan: 050130DZ-L3
Lens Option Package: L3
Copays: \$10 / \$20
Wholesale Frame Allowance: \$50
Contact Lens Allowance: \$130
Renewal Rates: \$13.43 / \$25.99 / \$28.35 / \$36.55

Option 3

Plan: 050130DZ-L5
Lens Option Package: L5
Copays: \$10 / \$20
Wholesale Frame Allowance: \$50
Contact Lens Allowance: \$130
Renewal Rates: \$14.34 / \$27.86 / \$30.40 / \$39.22

Your vision benefits will renew automatically on the date shown above, unless otherwise indicated by you in advance of the scheduled renewal date. As an acknowledgment receipt, please sign and return the renewal. It may be emailed to renewals@avesis.com or faxed to (855) 643-6630 within 30 days of the renewal date. If you have any questions, please contact me at acarfrae@avesis.com or by phone at (410) 413-9302.

Selection:

Option 1
Option 2
Option 3

Signature

Date

Printed Name

Sincerely,
Amie Carfrae

STORY COUNTY UTILITY PERMIT

Date 4/14/20

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 Timberland Drive, from West ROW line to East ROW line, a distance of 100 feet. ~~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 West ROW line to East ROW line under Timberland Drive, in Section 6, Howard Township, installing a 2" PVC water main 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 4-13-2020

Iowa Regional Utilities Association

Name of Company (Applicant - Permittee)

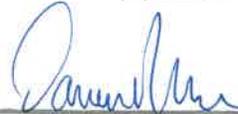


by Gayla E. Hannagan,
Permit Manager

Phone no. 641-792-7011

Recommended for Approval:

Date 4-14-20



County Engineer

515-382-7355

Phone no.

Approved:

Date _____

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.

6

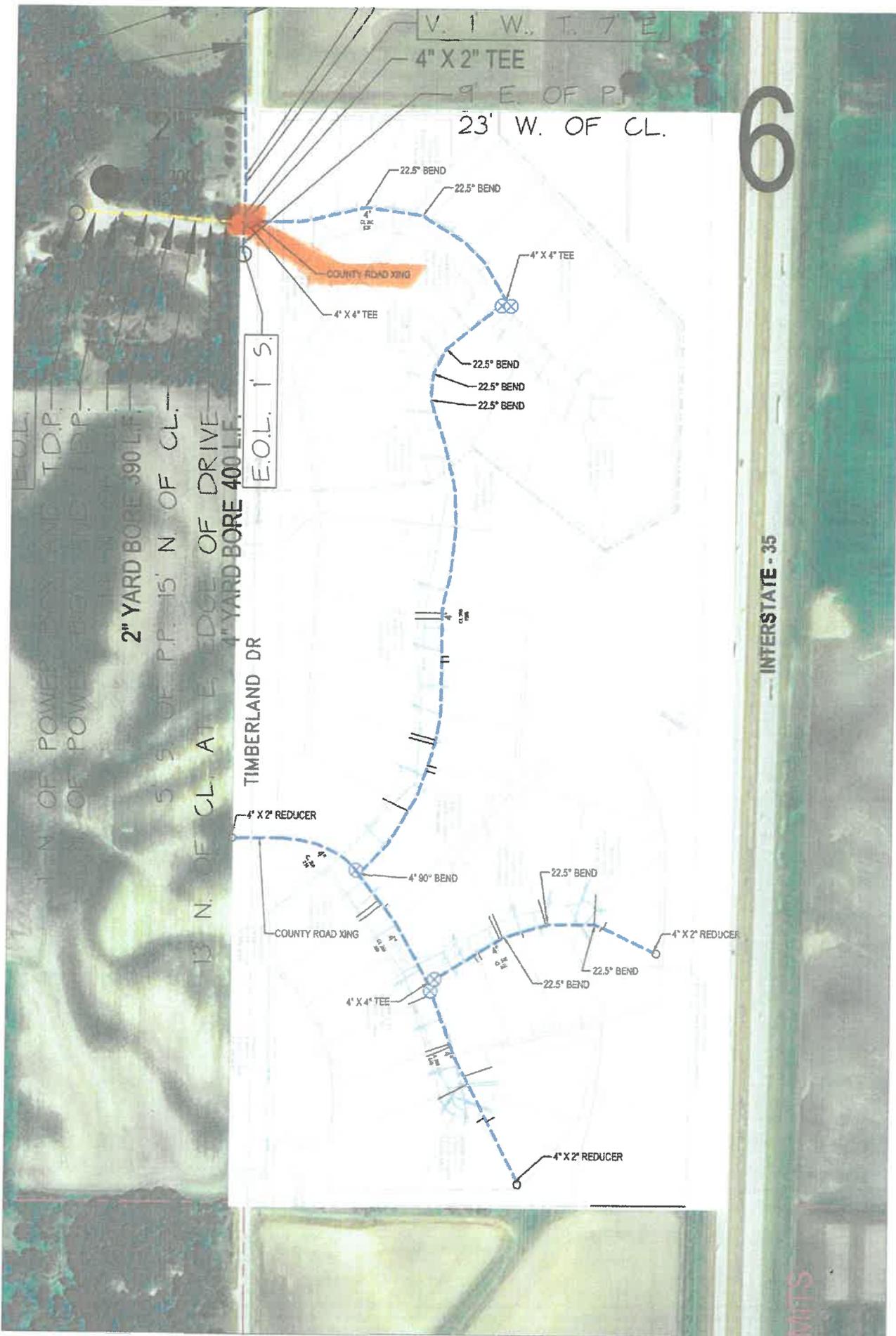
V. 1 W. T. 7 E
4" X 2" TEE
9' E. OF P.
23' W. OF CL.

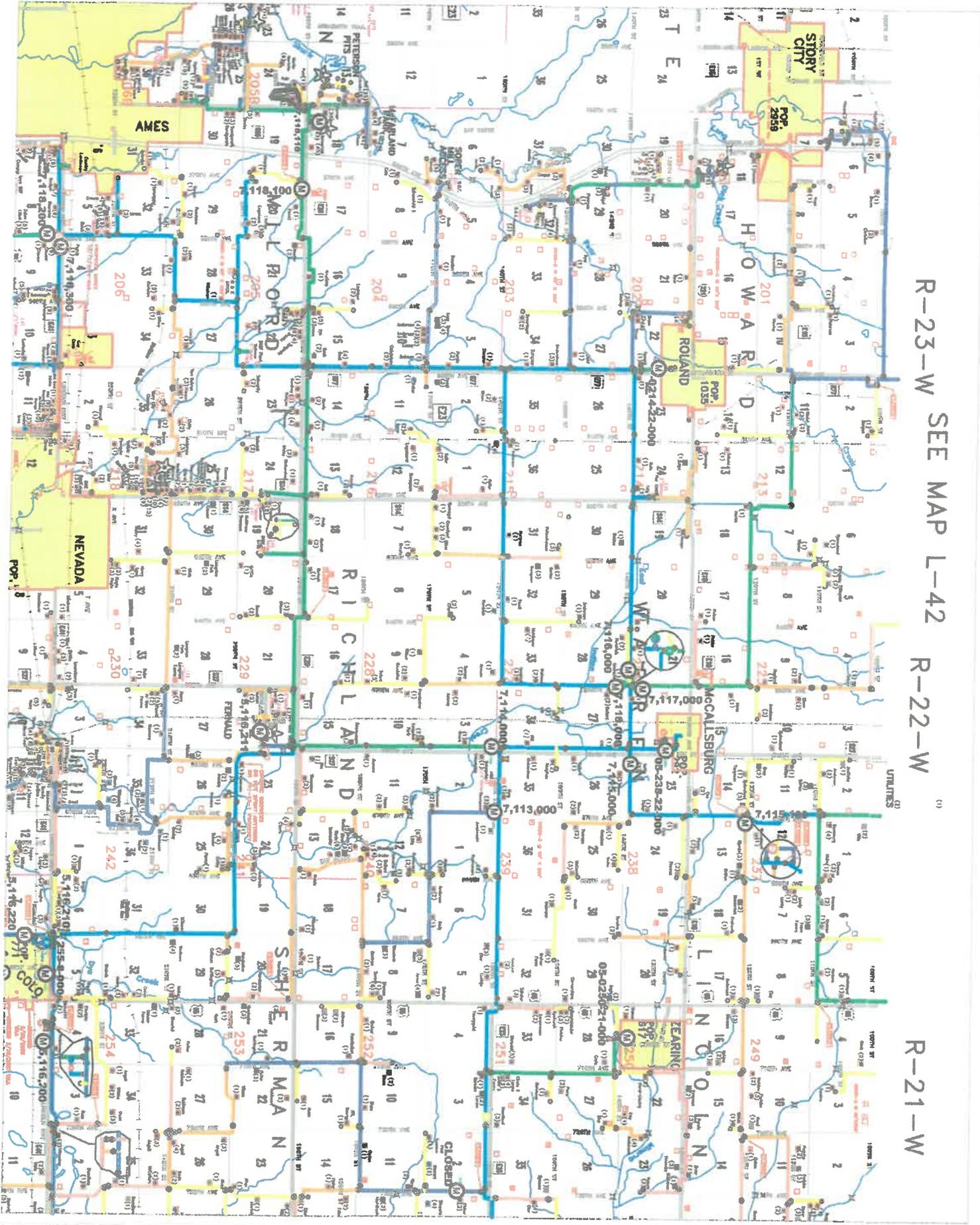
E.O.L.
1' N. OF POWER BOX AND T.D.P.
8' W. OF POWER BOX AND T.D.P.
2" YARD BORE 390 L.F.
5' S. OF P.P. 15' N. OF CL.
4" YARD BORE 400 L.F.
13' N. OF CL. AT E. EDGE OF DRIVE

E.O.L. I S.

TIMBERLAND DR

INTERSTATE - 35





R-23-W SEE MAP L-42 R-22-W

R-21-W

<p>THIS MAP IS BASED ON DATA FROM COUNTY HIGHWAY MAPS</p>	<p>REVISION BY OLD</p>	<p>DRAWN BY CLO 4/21/2020</p>	<p>IOWA REGIONAL UTILITIES ASSOCIATION 1351 IOWA SPEEDWAY DRIVE, NEWTON, IOWA 50208-8254 (641) 792-7011</p>	<p>STORY COUNTY</p>	<p>N 1"=0.00"</p>
---	------------------------	-------------------------------	---	---------------------	--------------------------------

Main Office
1351 Iowa Speedway Dr.
Newton, IA 50208
Ph: 800-400-6066
Fax: 641-792-6982



Branch Office
205 C Avenue
Grundy Center, IA 50638
Ph: 319-824-5920
Fax: 319-824-6045

www.irua.net

We Flow That Extra Mile!

April 13, 2020

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

RE: Permit Request – One (1) County Road Crossing under Timberland Drive

Mr. Moon:

Please find enclosed a Story County permit application for a 2" water main installation under Timberland Drive in Howard Township, in Section 6, T85N, R23 W, in Story County.

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

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

Thank you.

Sincerely,
IOWA REGIONAL UTILITIES ASSOCIATION

Gayla E. Hannagan
Permit Manager

Enc.
GEH/dm

STORY COUNTY UTILITY PERMIT

Date 4-16-2020

To the Board of Supervisors, Story County, Iowa:

71330908000026/OSP-18989

The Windstream Iowa Communications, LLC Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 4001 N Rodney Parham Rd, Little Rock, AR, 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 place a service on secondary route 305th St, from 65172 305th St to 653rd Ave, a distance of N/A 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:
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 04/15/20

Windstream Iowa Communications, LLC
Name of Company (Applicant - Permittee)

by Gabrielle Johnson 501-748-7807
Phone no.

Recommended for Approval:

Date 4-16-20

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

Approved:

Date _____

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.

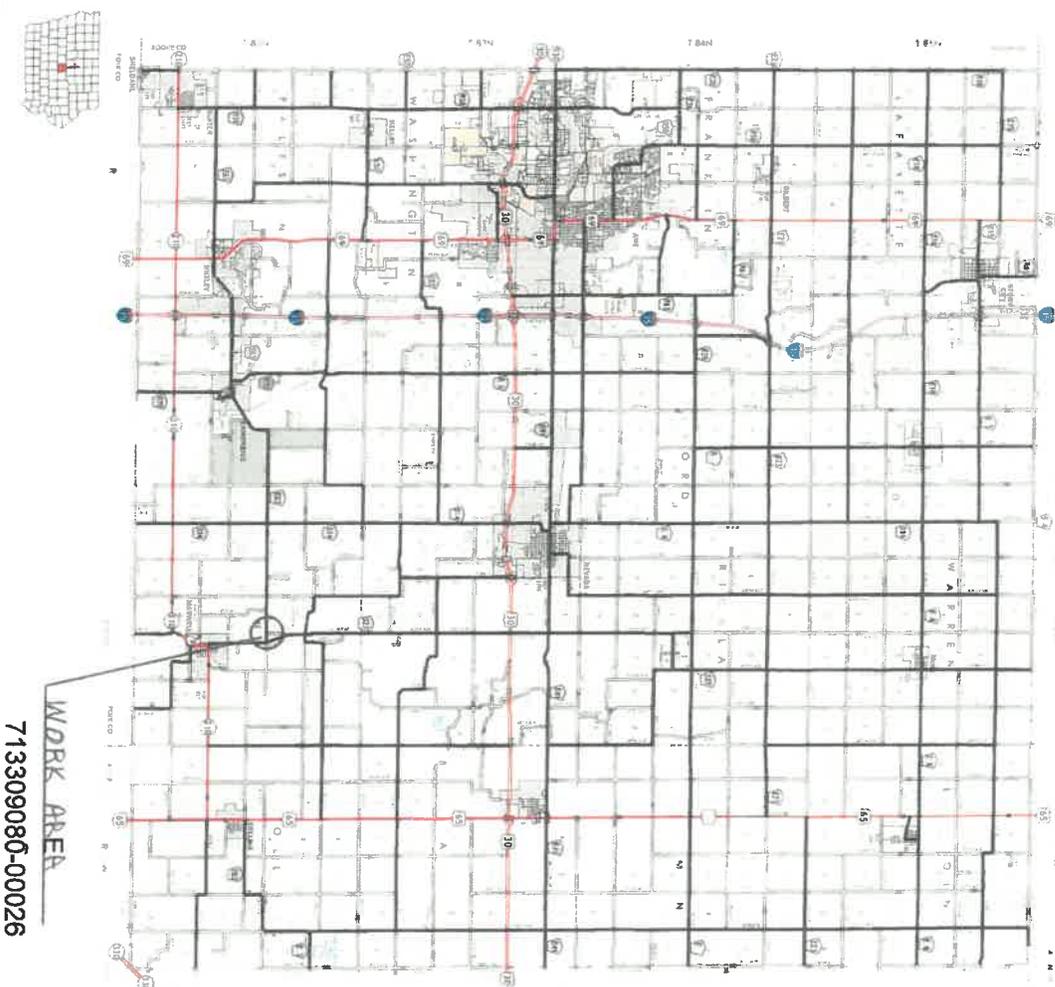
Farm-to-Market Road System Map
STORY COUNTY
IOWA



LA NANC
 9
 CHIEF OF WA

01

- 1. STATE MAP
- 2. COUNTY MAP
- 3. ROAD SYSTEM
- 4. FUTURE ROAD
- 5. EXISTING ROAD
- 6. COUNTY ROAD
- 7. STATE ROAD
- 8. FEDERAL ROAD
- 9. INTERSTATE
- 10. HIGHWAY
- 11. STATE HIGHWAY
- 12. COUNTY HIGHWAY
- 13. LOCAL ROAD
- 14. UNIMPROVED ROAD
- 15. UNIMPROVED ROAD
- 16. UNIMPROVED ROAD
- 17. UNIMPROVED ROAD
- 18. UNIMPROVED ROAD
- 19. UNIMPROVED ROAD
- 20. UNIMPROVED ROAD
- 21. UNIMPROVED ROAD
- 22. UNIMPROVED ROAD
- 23. UNIMPROVED ROAD
- 24. UNIMPROVED ROAD
- 25. UNIMPROVED ROAD
- 26. UNIMPROVED ROAD
- 27. UNIMPROVED ROAD
- 28. UNIMPROVED ROAD
- 29. UNIMPROVED ROAD
- 30. UNIMPROVED ROAD
- 31. UNIMPROVED ROAD
- 32. UNIMPROVED ROAD
- 33. UNIMPROVED ROAD
- 34. UNIMPROVED ROAD
- 35. UNIMPROVED ROAD
- 36. UNIMPROVED ROAD
- 37. UNIMPROVED ROAD
- 38. UNIMPROVED ROAD
- 39. UNIMPROVED ROAD
- 40. UNIMPROVED ROAD
- 41. UNIMPROVED ROAD
- 42. UNIMPROVED ROAD
- 43. UNIMPROVED ROAD
- 44. UNIMPROVED ROAD
- 45. UNIMPROVED ROAD
- 46. UNIMPROVED ROAD
- 47. UNIMPROVED ROAD
- 48. UNIMPROVED ROAD
- 49. UNIMPROVED ROAD
- 50. UNIMPROVED ROAD
- 51. UNIMPROVED ROAD
- 52. UNIMPROVED ROAD
- 53. UNIMPROVED ROAD
- 54. UNIMPROVED ROAD
- 55. UNIMPROVED ROAD
- 56. UNIMPROVED ROAD
- 57. UNIMPROVED ROAD
- 58. UNIMPROVED ROAD
- 59. UNIMPROVED ROAD
- 60. UNIMPROVED ROAD
- 61. UNIMPROVED ROAD
- 62. UNIMPROVED ROAD
- 63. UNIMPROVED ROAD
- 64. UNIMPROVED ROAD
- 65. UNIMPROVED ROAD
- 66. UNIMPROVED ROAD
- 67. UNIMPROVED ROAD
- 68. UNIMPROVED ROAD
- 69. UNIMPROVED ROAD
- 70. UNIMPROVED ROAD
- 71. UNIMPROVED ROAD
- 72. UNIMPROVED ROAD
- 73. UNIMPROVED ROAD
- 74. UNIMPROVED ROAD
- 75. UNIMPROVED ROAD
- 76. UNIMPROVED ROAD
- 77. UNIMPROVED ROAD
- 78. UNIMPROVED ROAD
- 79. UNIMPROVED ROAD
- 80. UNIMPROVED ROAD
- 81. UNIMPROVED ROAD
- 82. UNIMPROVED ROAD
- 83. UNIMPROVED ROAD
- 84. UNIMPROVED ROAD
- 85. UNIMPROVED ROAD
- 86. UNIMPROVED ROAD
- 87. UNIMPROVED ROAD
- 88. UNIMPROVED ROAD
- 89. UNIMPROVED ROAD
- 90. UNIMPROVED ROAD
- 91. UNIMPROVED ROAD
- 92. UNIMPROVED ROAD
- 93. UNIMPROVED ROAD
- 94. UNIMPROVED ROAD
- 95. UNIMPROVED ROAD
- 96. UNIMPROVED ROAD
- 97. UNIMPROVED ROAD
- 98. UNIMPROVED ROAD
- 99. UNIMPROVED ROAD
- 100. UNIMPROVED ROAD



WORK AREA
 713309080-00026

Farm-to-Market System as of:
 12-4-2017
 Verified by Staff of
 Farm-to-Market Review Board
 Signature: _____ On File
 Date: _____
 Based on Farm-to-Market Review Board
 meeting held:
 12-4-2017



Staff Report

Board of Supervisors

Date of Meeting:
April 21, 2020

Case Number SUB 04-20

Rasmusson Acres Residential Parcel Subdivision
Resolution No. 20-87

APPLICANT/PROPERTY OWNERS:

Charles F. & Mary C. Rasmusson

STAFF PROJECT MANAGER:

Jerry L. Moore, Planning and Development Director

SUMMARY:

A Residential Parcel Subdivision request for Parcel #07-12-200-400 to create two lots: proposed Lot 1, a 34.98-net acre lot containing the existing farmstead that includes the dwelling, accessory buildings and corn cribs located at 17257 680th Avenue, and proposed Lot 2, a 4.08-net acre lot located in the southeast area of the parcel. Proposed Lot 1 will continue to be used for livestock production and contains pastureland. Proposed Lot 2 will accommodate a proposed new single family dwelling. The purpose of the subdivision is to create a new lot for the property owner's son to construct a new single family dwelling. Planning and Development staff recommend approval of the proposed Residential Parcel Subdivision Plat.





Property Owner

Charles F. & Mary C. Rasmussen

Parcel Identification Number(s)

07-12-200-400

Size of Area

39.06 net-acres

Location of Subdivision

Richland Township (Section 12, Township 84, Range 22)

Districts

A-1 Agricultural District
Story County Ambulance
Nevada Fire Department
Colo-Nesco School District
Midland Power Coop
Iowa Regional Utilities Association

Subject Property and Proposed Subdivision

The subject property is located over six miles northeast of Nevada and over four miles southwest of Zearing. The subject property is a 39.06 net-acre parcel containing a farmstead with an existing dwelling constructed in 1967, several accessory structures constructed between 1900 to 2006, and three steel grain storage bins constructed from the early to late 1960's. The property owners are currently raising cattle on the property. Except for the creek/stream areas, approximately 28 acres of the parcel contains pastureland for grazing cattle. A small portion of land (1/2 acre) in the northwest corner of the property contains row crops. The property has frontage along 680th Avenue to the east. An existing access is located in the northeast corner of the parcel and a gravel driveway extends westerly to the farmstead located in the northwest area of the parcel. A tributary of the East Indian Creek meanders through the central area of the parcel and its located south of the farmstead. The creek/stream extends through the east, south and west property lines. A treed area is located on the north side of the farmstead and also extends along the north and east property line areas. A 1% annual chance flood plain area is located along the stream/creek areas located in the southwest and central areas of the property and the flood plain extends through the south and west property lines.

Rasmusson Acres Residential Parcel Subdivision Plat will include proposed Lot 1, a 34.98-net acre lot containing the existing farmstead that includes the dwelling, accessory buildings and corn cribs located at 17257 680th Avenue, and proposed Lot 2, a 4.08-net acre lot located in the southeast area of the parcel. Proposed Lot 1 will continue to be used for livestock production



and the balance of the land area will remain as pastureland. Proposed Lot 2 will accommodate a proposed new single family dwelling for the property owner's son who assists with the farming operation throughout the year. Lot 1 has rural water service and the rural water main will be extended to proposed Lot 2. A 60 feet wide easement is shown along the creek/streams. The applicant's son will need to apply for an entrance permit from Engineering/Secondary Roads for a new access from 680th Avenue to proposed Lot 2, a septic system permit from Environmental Health, and a 911 address permit from Planning and Development at the time the zoning permit application is submitted for the proposed dwelling for proposed Lot 2. In addition to the subdivision plat application and drawing submittal on March 25, 2020, the applicant also submitted the Consent to Plat, Title Opinion, Story County Treasures Certificate, a copy of the written drainage easement and a separate drainage easement drawing, and provided responses to County staff comments.

The property is designated as Agricultural Conservation Areas and Natural Areas in the Capstone (C2C) Comprehensive Plan Future Land Use Map. Agricultural Conservation Areas "encompass large areas of highly valuable farmland, with farming and agricultural production as the primary activity." Principles for the designation include encouraging high-value agriculture lands to remain in production. Natural Resource Areas are also located along the creek/stream areas of the property and also encompass areas outside the creeks/streams. As previously stated, 4.08 acres will be included with proposed Lot 2 in the southeast area of the property. The footprint of the proposed dwelling is planned to be located on the higher elevation area of proposed Lot 2, outside of the Natural Resource Area and most of proposed Lot 2 will be located outside of the Natural Resource Areas. No land will be taken out of row crop production to create the subdivision and as previously stated, the creation of proposed Lot 2 will allow the property owner's son to construct a new dwelling.

Surrounding Land Use

The subject property is located in a rural area of the County adjacent to agricultural land in row crops with a few scattered dwellings. Adjacent properties include:

North

38 acres contains row crops, pasture and creek. Owned by applicant.

East

24.03 acres contains row crops. Owned by Connor Farms LLC

South

12.89 acres contains mostly pasture and creek and single family dwelling. Owned by Allan R. Jr. and Shelly A. Schuster

24.51 acres contains row crops. Owned by Lois Gerlach and Dwayne and Geraldine Gerlach, and Dwayne Gerlach



West

40 acres contains pastureland and creek. Owned by Lois Jean Rasmusson, Deed Holder L & F Farms LTD

There are 21 parcels located within a quarter-mile of the property, five contain single-family dwellings. Nine of the parcels within quarter mile of the property meet or exceed the minimum 35-acre requirement to construct a single-family dwelling in the A-1 Agricultural Zoning District.

Applicable Regulations – Story County Land Development Regulations

Chapter 87.07 RESIDENTIAL PARCEL SUBDIVISION PLAT

1. Submittal Process.

A. Formal Application Submitted. A Residential Parcel Subdivision Plat application shall be submitted to the Planning and Development Department.

(1) A subdivision may be submitted for review and approval as a Residential Parcel Subdivision Plat when all of the following are true:

a. The development lots created by the subdivision are intended to be used for residential purposes.

b. Only two development lots may be created.

c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead, as defined in Section [85.08](#), in existence.

d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property, or public use.

e. The subdivision lies wholly within the A-1 District. For parcels located within the boundaries of the *Ames Urban Fringe Plan*, the subdivision must be both zoned A-1 Agricultural and lie wholly within the Rural Service and Agricultural Conservation Area designation.

f. Both development lots (created by the Residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met.

g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement.

h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.



- i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat.

Commentary

The following comments are part of the official record of the proposed Residential Parcel Subdivision Plat – **Rasmusson Acres Residential Subdivision, Case No. SUB04-20**. If necessary, conditions of approval may be formulated based on these comments.

Comments from the Interagency Review Team

The application materials were forwarded to the members of the Interagency Review Team on March 31, 2020, and the following applicable comments were received.

Story County Engineer

Any proposed driveway will need a permit from our office and will need to meet our spacing and sight distance requirements.

Story County Auditor

No comments

Story County Assessor

The Assessor's Office will review the Classification of Lot 2 for the 01/01/2021 assessment.

Story County Environmental Health

We have received the septic system application. No concerns for Environmental Health.

Story County Planning & Development Department

For Attorney

1. The legal description of the subject property from your attorney's title opinion indicates the property is located in the east ½ of northeast quarter of section 12. The east half also include a separate parcel that you also own. While the general description is correct, the property is more specifically located in the southeast quarter of the northeast quarter of section 12. **Corrected copy provided by attorney.**
2. Please correct the reference on page three, number 8 to Lee Farms Subdivision. Please also indicate on the easement that the property owner is responsible for the maintenance and upkeep of the easement area. **Corrected copy provided by attorney.**

For Land Surveyor

3. Please add the following district information to the subdivision plat drawing. See Story County Land Development Regulations Ch. 87.07 2. A. 11 for details.
Fire: Nevada Fire Department
Utilities: Iowa Regional Utility Association and Midland Power **Completed by land surveyor**
4. Please add the 100-year flood plain information generally extending along the creek that meanders through the southwest portion of the property. See Ch. 87.07 2. A. 12 for details.
Completed by land surveyor



For Property Owner

5. Are restrictive covenants proposed for the proposed subdivision? If so, please provide a copy. See Ch. 87.07 2. B 2. for details. **There will not be any covenants proposed.**
6. Please provide a brief narrative regarding the timing of the proposed single family dwelling planned for proposed lot 2. **There are plans for the single family dwelling to begin as soon as the division is complete and a building permit is approved (this is ready to be submitted once the division is complete). The lumber and millwork supplier has the home on the schedule for delivery beginning April 27.**
7. Is the property currently connected to the rural water main? Will the proposed single family dwelling on lot 2 be connected to the existing rural water main? **We have opened those discussions and received the following emailed response from them. Applicant is planning to extend rural water to proposed Lot 2.** Please forward any written communication from utility providers addressing their acknowledgement and ability to adequately serve a new dwelling on proposed lot 2. **Email from rural water service provided.**

Follow up questions from Planning and Development

1. Is your parents or you planning to have the rural water line extended for your proposed dwelling? **Yes we are planning to extend the line from the south.** Do you know which adjacent property currently has the rural water service? **Both my parents and the property to the south have rural water. To avoid the creek to the north, I think we are going to have them extend the line from the south to our new dwelling.**
2. Also, from review of the aerial of the property, it appears the land area beyond the farmstead is pastureland. Is this pastureland also in a crop such as alfalfa or hay? **There is a very small patch on the northwest corner of the parcel that is rotated on tilled crops and oats/alfalfa. I believe it will be soybeans this year. The rest of the pasture is all used for grazing. 10-15 ago we did not have any cattle for 2-3 year so some of the grass was mowed and baled until cattle were brought back. At the end of the summer my dad typically mows whatever is left standing in the pasture as it is usually just thistles or other weeds that the cows refuse to eat. The area where the new subdivision is going was tilled a few years by my grandfather 60+ years ago, but it was reseeded to grass and has just been grass ever since.**
3. Also, how about the parcel to the north that your parents own, the row crop area is visible, however is the area to the north pastureland that is also in crops? **The area north of the tilled area has always been pasture to my knowledge.**
4. Lastly, you mentioned your parents raise cattle, do they raise other livestock? **There hasn't been any other livestock than cows on the property for at least 30+ years.**

Comments from the General Public

Notification letters were mailed on April 15, 2020 to surrounding property owners within a ¼ mile of the subject property regarding the public meeting on the subdivision request.



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

Comments from Cities within Two Miles

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

Analysis

Points to consider in evaluating the applicant's request to divide their property through the Residential Parcel Subdivision Plat process to create two (2) lots.

1. The property contains a farmstead and mostly pastureland and proposed Lot 2 for the proposed dwelling will impact approximately 10% of the property. A majority of the land will continue to be used for agricultural purposes and no land will be taken out of row crop production for the creation of this subdivision.
2. The purpose of the subdivision is for the property owner's son to construct a new dwelling on the property who will continue assisting with the farming operation.
3. The subdivision meets all requirements and standards for a Residential Parcel Subdivision. Proposed Lot 1, a 34.98-net acre lot containing the existing farmstead that includes the dwelling, accessory buildings and corn cribs located at 17257 680th Avenue, and proposed Lot 2, a 4.08-net acre lot located in the southeast area of the property.
4. Additional divisions of the lots created with the Residential Parcel Subdivision are not permitted in the A-1 District.

Alternatives

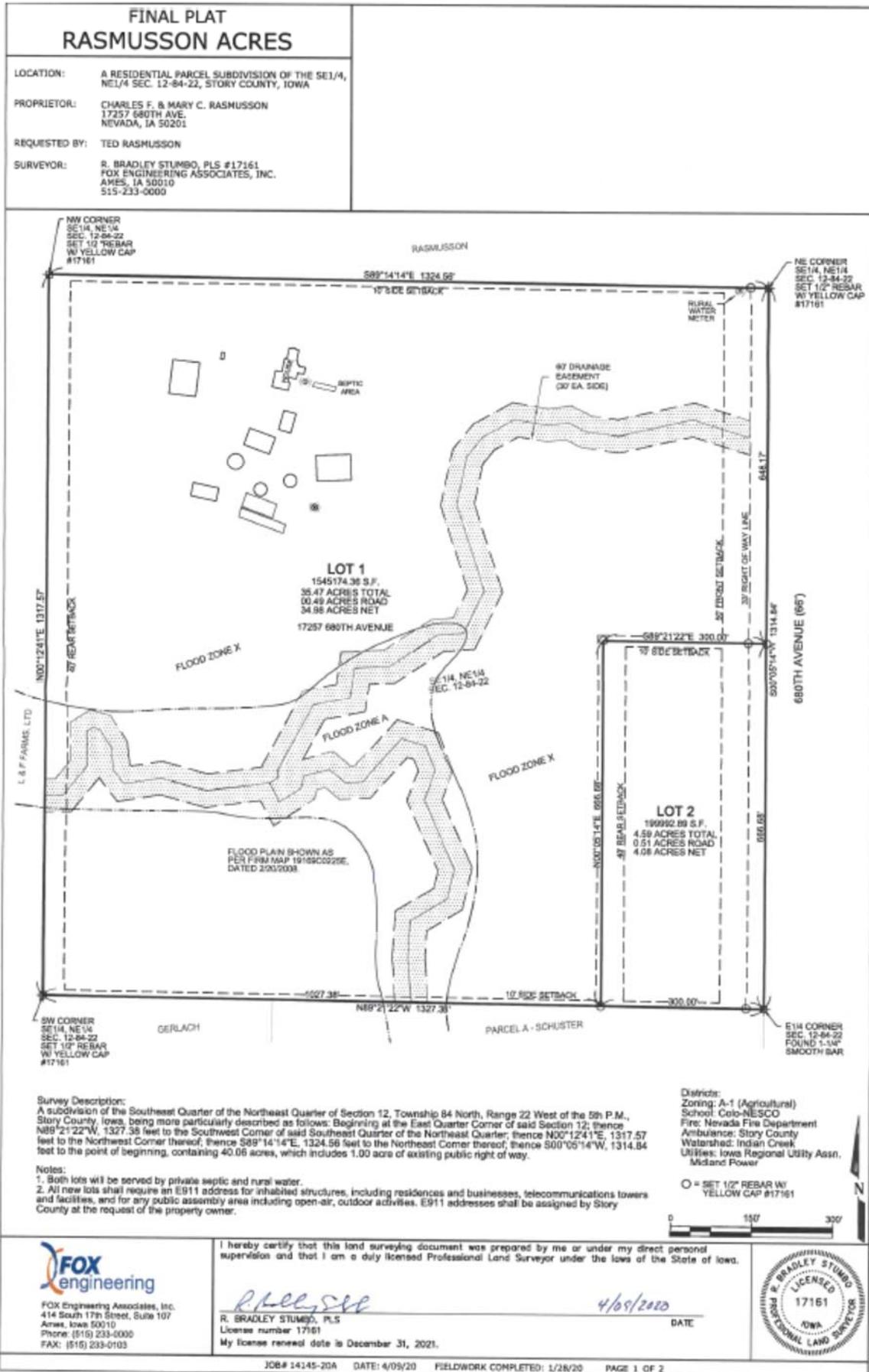
Story County Planning & Development Staff recommend the Board of Supervisors approve Rasmussen Acres Subdivision, as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #20-87, the Residential Parcel Subdivision Plat – Rasmussen Acres Subdivision, as put forth in SUB04-20.**
2. The Story County Board of Supervisors approves Resolution #20-87, the Residential Parcel Subdivision Plat – Rasmussen Acres Subdivision, as put forth in SUB04-20, with conditions.
3. The Story County Board of Supervisors denies Resolution #20-87, the Residential Parcel Subdivision Plat – Rasmussen Acres Subdivision, as put forth in SUB04-20.
4. The Story County Board of Supervisors tables the decision on Resolution #20-87, the Residential Parcel Subdivision Plat – Rasmussen Acres Subdivision, as put forth in SUB04-20 and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on a future Board of Supervisor's agenda.

ATTACHMENT A
Legal Description

The Southeast Quarter of the Northeast Quarter of Section 12, Township 84 North, Range 22 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the East Quarter Corner of said Section 12; thence N89°21'22"W, 1327.38 feet to the Southwest Corner of said Southeast Quarter of the Northeast Quarter; thence N00°12'41"E, 1317.57 feet to the Northwest Corner thereof; thence S89°14'14"E, 1324.56 feet to the Northeast Corner thereof; thence S00°05'14"W, 1314.84 feet to the point of beginning, containing 40.06 acres, which includes 1.00 acre of existing public right of way.

ATTACHMENT B



Story County Planning and Development

900 6th Street, Nevada, Iowa 50201

(515) 382-7245 — pzweb@storycountyia.gov — www.storycountyia.gov

SUBDIVISIONS



1. Property Owner*

(Last Name) Rasmussen
(First Name) Charles F. & Mary C.
(Address) 17257 680th Avenue
(City) Nevada (State) IA (Zip) 50201
(Phone) _____ (Email) _____

2. Applicant (if different than owner)

(Last Name) _____
(First Name) _____
(Address) _____
(City) _____ (State) _____ (Zip) _____
(Phone) _____ (Email) _____

3. Property Address _____

Parcel ID Number(s) _____

4. Certification and Signature

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.

*Acknowledgement of property owner is required and may occur via email or by signature of this application.

Property Owner Signature Charles Rasmussen Date 23 Mar 20 Applicant Signature _____ Date _____
Mary C Rasmussen

Subdivision

Proposed Name: Rasmussen Acres

Filing Fee/Type (required prior to processing):

- Residential Parcel Plat (\$175)
- Agricultural Plat (\$175)
- Minor Plat (\$275)**
- Major Plat—Preliminary (\$275)**
- Major Plat— Final (\$175)**

**Conceptual Review required

Submittal Requirements:

- Attend conceptual review meeting
- Legal description that will be used on all required legal documents (submit as Word document)
- Proposed subdivision plat (submit as PDF)
- All required submittal requirements as outlined in Chapter 87 of the Story County Code of Ordinances (87.06(3) for Residential Parcel, 87.07(3) for Agricultural, 87.08(3) for Minor, 87.09(3) for Major-Preliminary and 87.09(5) for Major-Final)
- All required documents for subdivision plats as outlined in Iowa Code Chapter 354.11

Vacation

Type: Right-of-way Plat

Submittal Requirements:

- Filing Fee (required prior to processing): \$175
- Legal description that will be used on all required legal documents (submit as Word document)
- Written description of requested items to be vacated
- See Chapter 87.10 for the vacation process

RECEIVED
MAR 25 2020
STORY CO. PLANNING & DEVELOPMENT

Receipt No. 114412969
Receipt Amount 175-

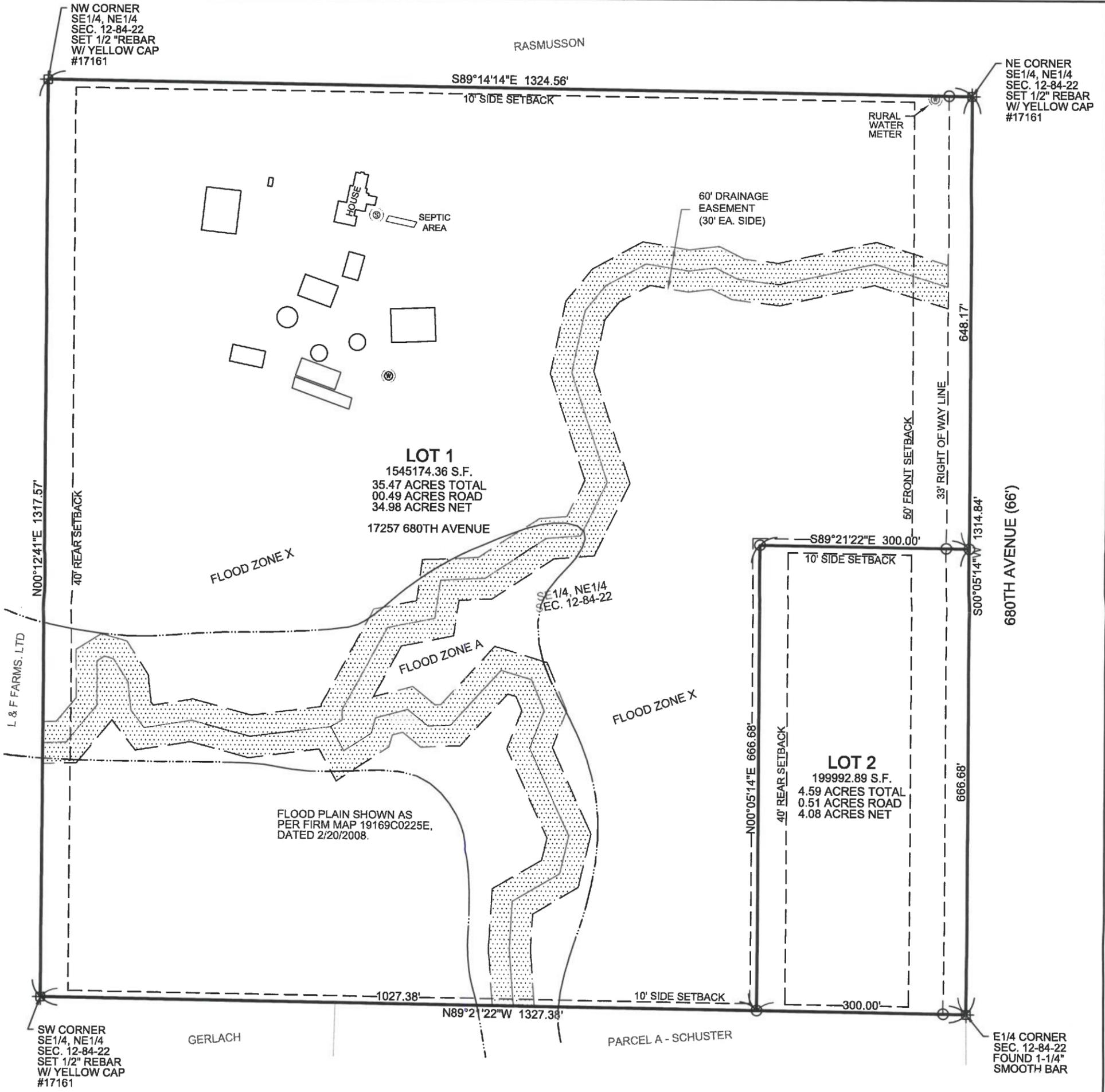
FINAL PLAT RASMUSSEN ACRES

LOCATION: A RESIDENTIAL PARCEL SUBDIVISION OF THE SE1/4, NE1/4 SEC. 12-84-22, STORY COUNTY, IOWA

PROPRIETOR: CHARLES F. & MARY C. RASMUSSEN
17257 680TH AVE.
NEVADA, IA 50201

REQUESTED BY: TED RASMUSSEN

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



Survey Description:
A subdivision of the Southeast Quarter of the Northeast Quarter of Section 12, Township 84 North, Range 22 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the East Quarter Corner of said Section 12; thence N89°21'22"W, 1327.38 feet to the Southwest Corner of said Southeast Quarter of the Northeast Quarter; thence N00°12'41"E, 1317.57 feet to the Northwest Corner thereof; thence S89°14'14"E, 1324.56 feet to the Northeast Corner thereof; thence S00°05'14"W, 1314.84 feet to the point of beginning, containing 40.06 acres, which includes 1.00 acre of existing public right of way.

Notes:
1. Both lots will be served by private septic and rural water.
2. All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.

Districts:
Zoning: A-1 (Agricultural)
School: Colo-NESCO
Fire: Nevada Fire Department
Ambulance: Story County
Watershed: Indian Creek
Utilities: Iowa Regional Utility Assn.
Midland Power

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



FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

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

R. Bradley Stumbo
R. BRADLEY STUMBO, PLS
License number 17161
My license renewal date is December 31, 2021.

4/09/2020
DATE



Prepared by and Return to Cahill Law Offices, 1015 Fifth St., Nevada, IA 50201; Tele: (515)382-6571

ACKNOWLEDGMENT OF CONSENT AND DEDICATION
OF FINAL PLAT OF
RASMUSSON ACRES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That CHARLES F, RASMUSSON and MARY C. RASMUSSON, of Nevada, Iowa hereby COVENANTS that he is lawfully seized of the premises described as follows:

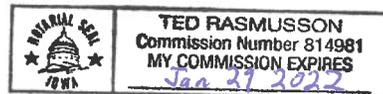
A subdivision of the Southeast Quarter of the Northeast Quarter of Section 12, Township 84 North, Range 22 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the East Quarter Corner of said Section 12; thence N89°21'22"W, 1327.38 feet to the Southwest Corner of said Southeast Quarter of the Northeast Quarter; thence N00°12'41"E, 1317.57 feet to the Northwest Corner thereof; thence S89°14'14"E, 1324.56 feet to the Northeast Corner thereof; thence S00°05'14"W, 1314.84 feet to the point of beginning, containing 40.06 acres, which includes 1.00 acre of existing public right of way.

AND, CHARLES F, RASMUSSON and MARY C. RASMUSSON, Husband and Wife, does hereby certify that the accompanying Plat of the above-described real estate to be known as Lee Farms Subdivision to Story County, Iowa, is with their free consent in accordance with their desire.

DATED this 23 day of March, 2020.

BY Charles Rasmusson BY Mary C. Rasmusson
CHARLES F. RASMUSSON MARY C. RASMUSSON

STATE OF IOWA :
:ss
STORY COUNTY :



23rd Subscribed and sworn to before me Charles F. Rasmusson and Mary C. Rasmusson, this day of March, 2020.

Ted Rasmusson
NOTARY PUBLIC in and for the State of Iowa

CAHILL LAW OFFICES

DONALD L. NELSON (1922-1984)
THOMAS J. CAHILL
JOSEPH R. CAHILL

1015 5TH STREET
POST OFFICE BOX 88
NEVADA, IOWA 50201

TELEPHONE (515) 382-6571
FAX (515) 382-4338

March 19, 2020

Charles Rasmusson
17257 680th Avenue
Nevada, Iowa 50201

RE: Title Opinion

Greetings:

At your request we have examined the Abstract of Title, prepared by Story County Title, Inc. of Nevada, Iowa, consisting of 17 entries showing the title from Root of Title down to and including the 12th day of March, 2020, to the following described real estate located in Story County, Iowa, to-wit:

The Southeast Quarter of the Northeast Quarter of Section 12, Township 84 North, Range 22 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the East Quarter Corner of said Section 12; thence N89°21'22"W, 1327.38 feet to the Southwest Corner of said Southeast Quarter of the Northeast Quarter; thence N00°12'41"E, 1317.57 feet to the Northwest Corner thereof; thence S89°14'14"E, 1324.56 feet to the Northeast Corner thereof; thence S00°05'14"W, 1314.84 feet to the point of beginning, containing 40.06 acres, which includes 1.00 acre of existing public right of way.

I am of the opinion that the Abstract shows on the date of continuation thereof good and merchantable title to the above-described real estate in fee simple in Charles F. Rasmusson and Mary C. Rasmusson, husband and wife.

We find no tax liens or other encumbrances against the above-described real estate.

Yours truly,

CAHILL LAW OFFICES

BY


Thomas J. Cahill

TJC:je

Prepared by and Return to Cahill Law Offices, 1015 5th St., Nevada, IA 50201; Tele: (515) 382-6571
CERTIFICATE OF COUNTY TREASURER

I, TED RASMUSSEN, do hereby CERTIFY that I am the Treasurer of Story County, Iowa. I further CERTIFY that the real estate described as follows, to-wit:

A subdivision of the Southeast Quarter of the Northeast Quarter of Section 12, Township 84 North, Range 22 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the East Quarter Corner of said Section 12; thence N89°21'22"W, 1327.38 feet to the Southwest Corner of said Southeast Quarter of the Northeast Quarter; thence N00°12'41"E, 1317.57 feet to the Northwest Corner thereof; thence S89°14'14"E, 1324.56 feet to the Northeast Corner thereof; thence S00°05'14"W, 1314.84 feet to the point of beginning, containing 40.06 acres, which includes 1.00 acre of existing public right of way.

Parcel Numbers 07-12-200-400 are free from taxes at the time of this Certification.

DATED at Nevada, Story County, Iowa, this 24th day of March, 2020.



Ted Rasmussen
Treasurer of Story County, Iowa



07-12-200-400

PUBLIC DRAINAGE EASEMENT

KNOW ALL PERSONS BY THIS INSTRUMENT:

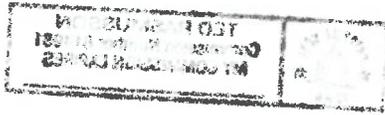
That the undersigned Charles F. Rasmusson and Mary C. Rasmusson, Husband and Wife, ("Grantor"), for good and valuable consideration does hereby grant unto Story County, Iowa ("Grantee"), and its successors and assigns, drainage easements upon, underground, over or across the following described real estate:

A strip of land 60.00 feet in width across Lot 1, Rasmusson Acres in the Southeast Quarter of the Northeast Quarter of Section 12, Township 84 North, Range 22 West of the 5th P.M., Story County, Iowa, being situated 30.00 feet on each side of the following centerline: Commencing at the East Quarter Corner of said Section 12; thence N00°05'14"E, 1041.45 feet along the east line thereof; thence N89°54'46"W, 33.00 feet to the west line of 680th Avenue and the point of beginning; thence N72°46'11"W, 109.62 feet; thence S77°29'15"W, 140.94 feet; thence N82°33'41"W, 58.70 feet; thence N63°28'08"W, 36.35 feet; thence S82°58'58"W, 38.50 feet; thence N80°54'48"W, 61.71 feet; thence S61°27'29"W, 65.78 feet; thence S39°12'03"W, 46.56 feet; thence S11°55'08"W, 90.84 feet; thence S18°15'59"E, 163.81 feet; thence S25°37'14"W, 87.01 feet; thence S85°23'57"W, 48.93 feet; thence S56°44'29"W, 104.83 feet; thence S87°11'28"W, 64.10 feet; thence S07°54'05"W, 55.38 feet; thence S78°29'43"W, 69.03 feet; thence S28°35'45"W, 135.43 feet; thence S01°44'18"E, 14.60 feet; thence S60°05'49"W, 19.09 feet to Point "A"; thence S82°32'33"W, 116.90 feet; thence N75°03'51"W, 86.42 feet; thence S80°55'10"W, 69.18 feet; thence N37°51'43"W, 30.98 feet; thence N06°38'27"W, 41.34 feet; thence N32°10'14"W, 39.15 feet; thence N74°20'04"W, 13.22 feet; thence

S57°46'41"W, 13.09 feet; thence S00°22'34"E, 63.82 feet; thence S39°29'48"W, 68.83 feet; thence S88°16'43"W, 33.95 feet to the west line of said Lot 1, and there terminating; AND Beginning at Point "A", thence S28°26'21"E, 39.60 feet; thence N57°03'05"E, 46.42 feet; thence N16°01'26"E, 23.58 feet; thence N75°09'16"E, 47.55 feet; thence S51°02'26"E, 37.40 feet; thence N87°20'47"E, 32.36 feet; thence N42°10'56"E, 107.40 feet; thence S73°05'37"E, 45.35 feet; thence S22°32'20"E, 48.46 feet; thence S21°15'17"W, 57.43 feet; thence S24°31'09"E, 137.35 feet; thence S12°55'59"W, 56.46 feet; thence S59°33'23"W, 78.55 feet; thence S03°14'55"W, 68.84 feet; thence S04°26'13"E, 81.49 feet to the south line of said Lot 1, and there terminating.

(the "Easement Area") upon the following terms and conditions:

1. Purpose of Easement Grant. The Easement herein granted shall be for the purpose of widening, improving or protecting streams located within the Easement Area, as necessary.
2. Obstructions Prohibited. Grantor and its grantees, successors, heirs, and assigns shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining prior written consent of the Grantee, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining prior written consent of the County.
3. Change of Grade Prohibited. Grantor and its grantees, successors, heirs, and assigns shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of Grantee. Grantee shall have the right to restore unapproved changes without prior consent of Grantor.
4. Grantee's Rights of Access. Grantee shall have the right of access to the Easement Area and shall have all rights of ingress and egress to the Easement Area reasonably necessary to effectuate the purposes of this Easement.
5. Restoration of Property. Grantee shall restore the Easement Area after exercising



any of its rights granted herein, provided, however, Grantee's duty of restoration shall be limited to grading and replacement of grass, sod, turf, natural landscaping, and any other ground cover. Grantee shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any other improvements located within the Easement Area.

- 6. Easement for Benefit of Grantee. This Easement shall be for the benefit of Grantee, its successors and assigns, and its permittees and licensees. However, Grantor, their successors and assigns shall be responsible for the maintenance and upkeep of the easement.
- 7. Non-Exclusive Easement to Run with Land. This Easement is non-exclusive, which shall be perpetual in nature, shall run with the land, and shall be binding upon Grantor and Grantor's successors, heirs, and assigns.
- 8. Conditions Precedent. This Easement shall be without force or effect unless and until the Story County Board of Supervisors has provided final approval for the Easement, and has accepted the Final Plat of Rasmusson Acres Subdivision, by duly executed resolution of the Board.
- 9. Warranty of Title. Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that Grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantor covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated.

BY Charles Rasmusson BY Mary C. Rasmusson
 Charles F. Rasmusson Mary C. Rasmusson

STATE OF IOWA :
 :ss
 STORY COUNTY :

Subscribed and sworn to before me by Charles F. Rasmusson and Mary C. Rasmusson, this 19th day of April, 2020.



Ted Rasmusson

NOTARY PUBLIC in and for the State of Iowa

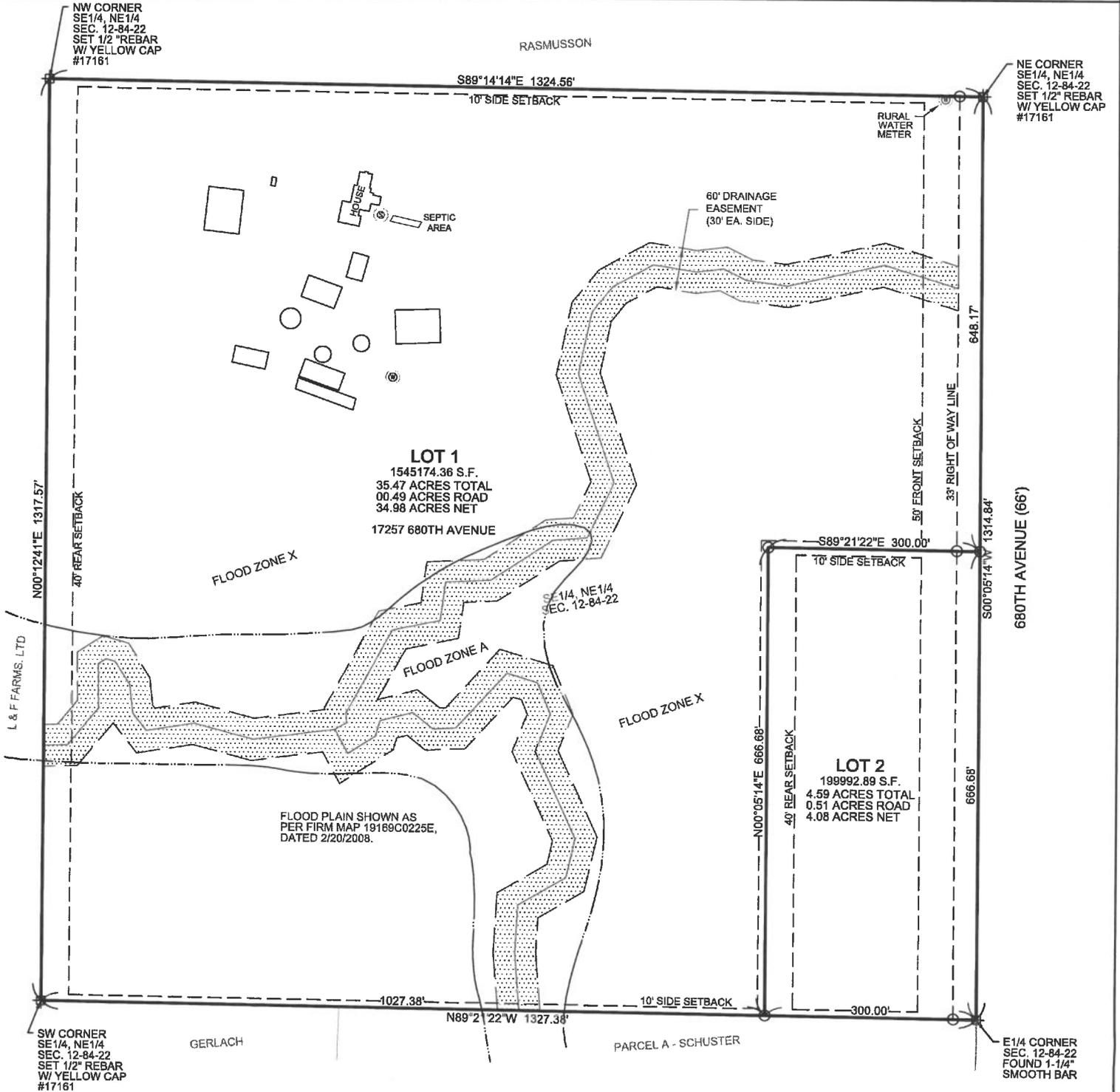
FINAL PLAT RASMUSSEN ACRES

LOCATION: A RESIDENTIAL PARCEL SUBDIVISION OF THE SE1/4, NE1/4 SEC. 12-84-22, STORY COUNTY, IOWA

PROPRIETOR: CHARLES F. & MARY C. RASMUSSEN
17257 680TH AVE.
NEVADA, IA 50201

REQUESTED BY: TED RASMUSSEN

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



Survey Description:
A subdivision of the Southeast Quarter of the Northeast Quarter of Section 12, Township 84 North, Range 22 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the East Quarter Corner of said Section 12; thence N89°21'22"W, 1327.38 feet to the Southwest Corner of said Southeast Quarter of the Northeast Quarter; thence S00°12'41"E, 1317.57 feet to the Northwest Corner thereof; thence S89°14'14"E, 1324.56 feet to the Northeast Corner thereof; thence S00°05'14"W, 1314.84 feet to the point of beginning, containing 40.06 acres, which includes 1.00 acre of existing public right of way.

Notes:
1. Both lots will be served by private septic and rural water.
2. All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.

Districts:
Zoning: A-1 (Agricultural)
School: Colo-NESCO
Fire: Nevada Fire Department
Ambulance: Story County
Watershed: Indian Creek
Utilities: Iowa Regional Utility Assn.
Midland Power

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





Board of Supervisors

April 21, 2020

Residential Parcel Subdivision

Rasmussen Acres

Property Owner

Charles F. & Mary C. Rasmussen

Parcel Identification Number(s)

07-12-200-400

Size of Area

39.06 net-acres

Location of Subdivision

Richland Township (Section 12, Township 84, Range 22)

Districts

A-1 Agricultural District

Story County Ambulance

Nevada Fire Department

Colo-Nesco School District

Midland Power Coop

Iowa Regional Utilities Association



Background of Property

- The subject property is located over six miles northeast of Nevada and over four miles southwest of Zearing.
- The subject property is a 39.06 net-acre parcel containing a farmstead with an existing dwelling constructed in 1967, several accessory structures constructed between 1900 to 2006, and three steel grain storage bins constructed from the early to late 1960's. The property owners are currently raising cattle on the property.
- Except for the creek/stream areas, approximately 28 acres of the parcel contains pastureland for grazing cattle.
- The property has frontage along 680th Avenue to the east. An existing access is located in the northeast corner of the parcel and a gravel driveway extends westerly to the farmstead located in the northwest area of the parcel.
- A tributary of the East Indian Creek meanders through the central area of the parcel and its located south of the farmstead. The creek/stream extends through the east, south and west property lines. A treed area is located on the north side of the farmstead and also extends along the north and east property line areas.
- A 1% annual chance flood plain area is located along the stream/creek areas located in the southwest and central areas of the property and the flood plain extends through the south and west property lines.

Proposed subdivision

- **Rasmusson Acres Residential Parcel Subdivision Plat will include proposed Lot 1, a 34.98-net acre lot containing the existing farmstead that includes the dwelling, accessory buildings and corn cribs located at 17257 680th Avenue, and proposed Lot 2, a 4.08-net acre lot located in the southeast area of the parcel.**
- **Proposed Lot 1 will continue to be used for livestock production and the balance of the land area will remain as pastureland. The existing dwelling is served with rural water. Rural water will be extended to proposed Lot 2. Proposed Lot 2 will accommodate a proposed new single family dwelling for the property owner's son who assists with the farming operation throughout the year.**
- **A 60 feet wide easement is shown along the creek/streams. The applicant's son will need to apply for an entrance permit from Engineering/Secondary Roads for a new access from 680th Avenue to proposed Lot 2, a septic system permit from Environmental Health, and a 911 address permit from Planning and Development at the time the zoning permit application is submitted for the proposed dwelling for proposed Lot 2.**
- **In addition to the subdivision plat application and drawing submittal on March 25, 2020, the applicant also submitted the Consent to Plat, Title Opinion, Story County Treasures Certificate, a copy of the written drainage easement and a separate drainage easement drawing, and provided responses to County staff comments.**

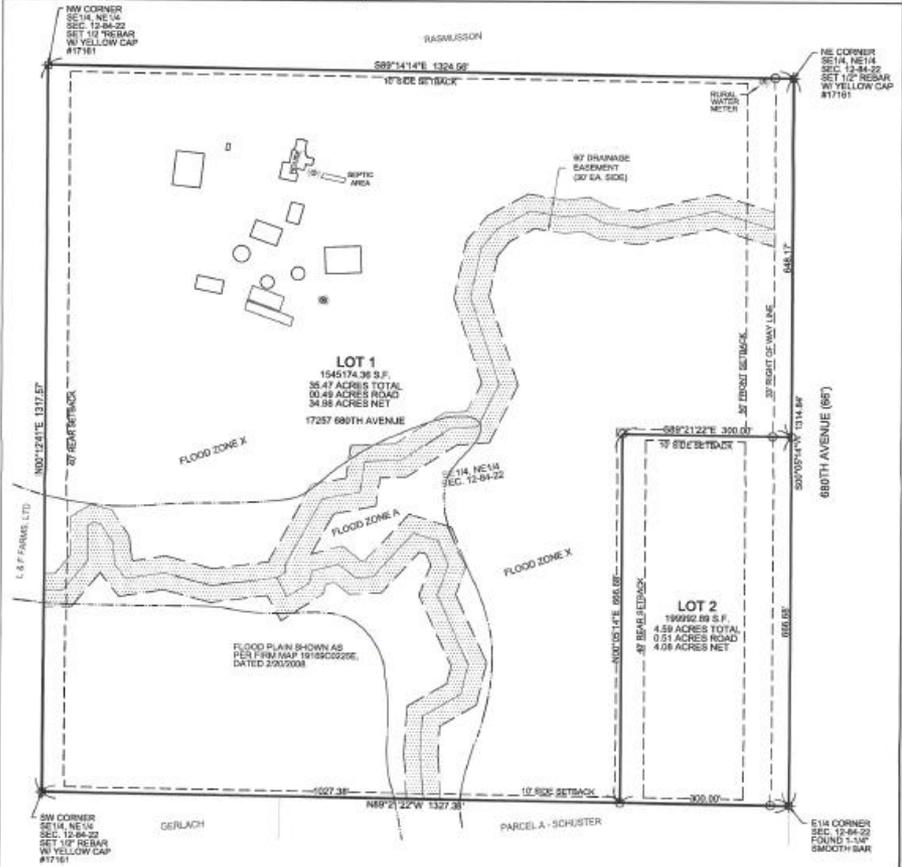
FINAL PLAT RASMUSSEN ACRES

LOCATION: A RESIDENTIAL PARCEL SUBDIVISION OF THE SE1/4, NE1/4 SEC. 12-84-22, STORY COUNTY, IOWA

PROPRIETOR: CHARLES F. & MARY C. RASMUSSEN
17257 680TH AVE.
NEVADA, IA 50203

REQUESTED BY: TED RASMUSSEN

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



Survey Description:
A subdivision of the Southeast Quarter of the Northeast Quarter of Section 12, Township 84 North, Range 22 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the East Quarter Corner of said Section 12; thence N89°21'22\"/>

Notes:
1. Both lots will be served by private septic and rural water.
2. All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly areas including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.

Districts:
Zoning: A-1 (Agricultural)
School: Colo-NE/SCO
Fire: Nevada Fire Department
Ambulance: Story County
Watershed: Indian Creek
Utilities: Iowa Regional Utility Assn., Midland Power

○ = SET 1/2\"/>



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

R. Stumbo
R. BRADLEY STUMBO, PLS
License number 17161
My license renewal date is December 31, 2021.

4/08/2020
DATE



-
- **The property is designated as Agricultural Conservation Areas and Natural Areas in the Capstone (C2C) Comprehensive Plan Future Land Use Map. Agricultural Conservation Areas “encompass large areas of highly valuable farmland, with farming and agricultural production as the primary activity.” Principles for the designation include encouraging high-value agriculture lands to remain in production.**
 - **Natural Resource Areas are also located along the creek/stream areas of the property and also encompass areas outside the creeks/streams. As previously stated, 4.08 acres will be included with proposed Lot 2 in the southeast area of the property. The footprint of the proposed dwelling is planned to be located on the higher elevation area of proposed Lot 2, outside of the Natural Resource Area and most of proposed Lot 2 will be located outside of the Natural Resource Areas.**
 - **No land will be taken out of row crop production to create the subdivision and as previously stated, the creation of proposed Lot 2 will allow the property owner’s son to construct a new dwelling**

Surrounding property

North

38 acres contains row crops, pasture and creek. Owned by applicant.

East

24.03 acres contains row crops. Owned by Connor Farms LLC

South

12.89 acres contains mostly pasture and creek and single family dwelling. Owned by Allan R. Jr. and Shelly A. Schuster

24.51 acres contains row crops. Owned by Lois Gerlach and Dwayne and Geraldine Gerlach, and Dwayne Gerlach

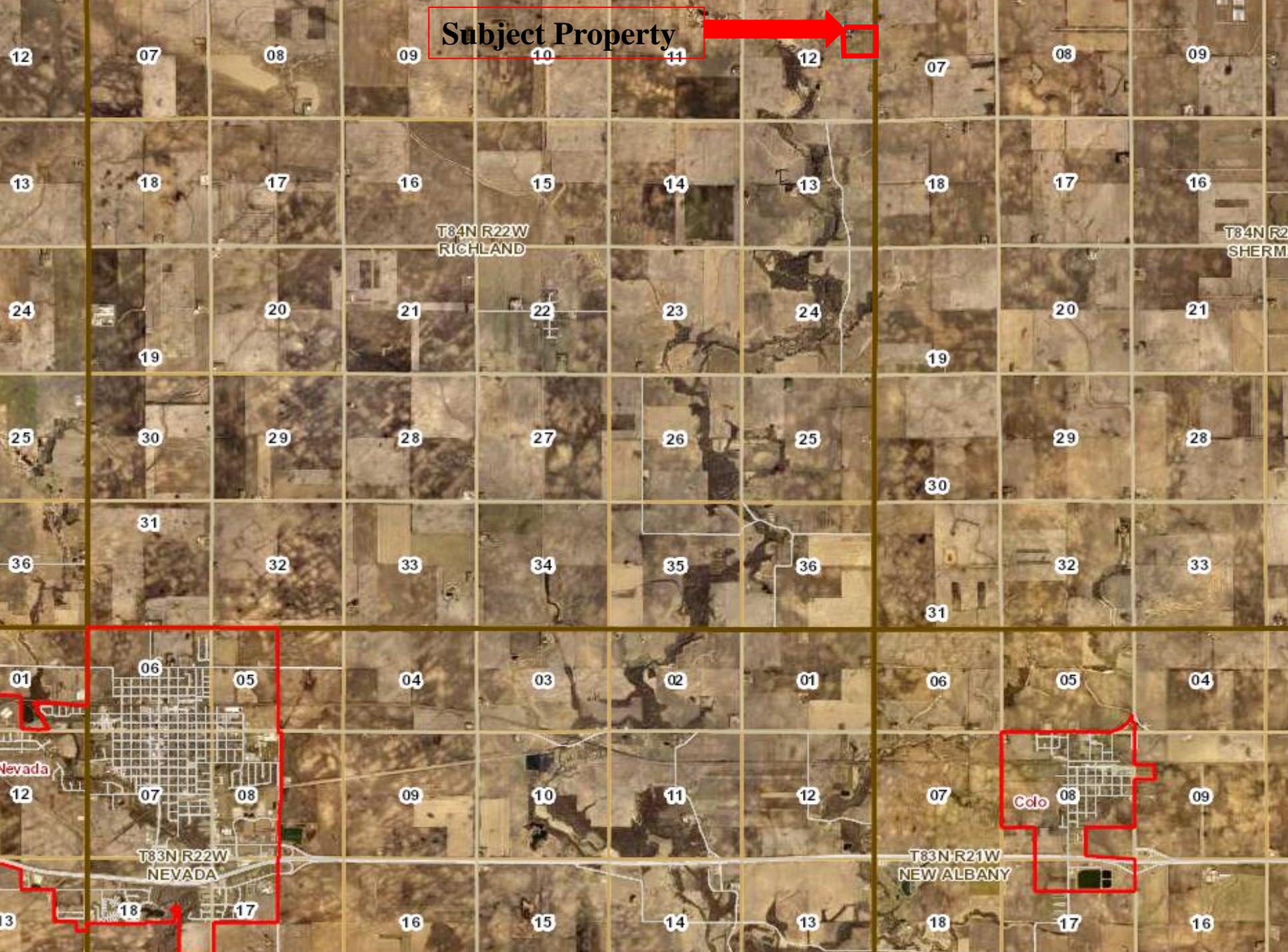
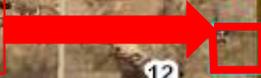
West

40 acres contains pastureland and creek. Owned by Lois Jean Rasmusson, Deed Holder L & F Farms LTD

There are 21 parcels located within a quarter-mile of the property, five contain single-family dwellings. Nine of the parcels within quarter mile of the property meet or exceed the minimum 35-acre requirement to construct a single-family dwelling in the A-1 Agricultural Zoning District.



Subject Property



T84N R22W
RICHLAND

T84N R2
SHERM

Nevada

Colo

T83N R22W
NEVADA

T83N R21W
NEW ALBANY

Subject Property



690TH AVE

680TH AVE

12



Access to
farmstead
looking north at
680th Ave.





On farmstead access
looking south at 680th
Ave.

A gravel driveway leads from the foreground into the distance, flanked by green grass. To the left, a line of bare trees stands against a clear blue sky. To the right, a field of harvested corn is visible. In the far distance, a farmstead with buildings can be seen.

Farmstead
driveway looking
west toward
farmstead



Looking south from
farmstead driveway



Looking north
from farmstead
driveway



Existing
dwelling



Existing
buildings



More
buildings



Looking
toward
south on
property



Looking at
proposed dwelling
site and proposed
Lot 2



Proposed
Lot 2

A photograph of a dirt road in a rural landscape. The road is unpaved and runs from the foreground towards the background. On the left side of the road, there is a grassy area with several large, leafless trees. On the right side, there is a field with a fence line. In the distance, a small white building and a blue water tower are visible. The sky is clear and blue.

Looking north
on 680th Ave.
from proposed
Lot 2

A gravel road stretches into the distance under a clear blue sky. The road is flanked by green grass and a line of bare trees. A portion of a silver car is visible in the bottom left corner.

Looking
south on
680th Ave.
from
proposed
Lot 2



Looking east
from 680th Ave.
across from
proposed Lot 2

Story County Land Development Regulations Ch. 87.07 Residential Parcel Subdivision Plat

Submittal Process.

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

Interagency Review

The application materials were forwarded to the members of the Interagency Review Team on March 31, 2020, and the following applicable comments were received.

Story County Engineer

Any proposed driveway will need a permit from our office and will need to meet our spacing and sight distance requirements.

Story County Assessor

The Assessor's Office will review the Classification of Lot 2 for the 01/01/2021 assessment.

Story County Assessor

The Assessor's Office will review the Classification of Lot 2 for the 01/01/2021 assessment.

Story County Environmental Health

We have received the septic system application. No concerns for Environmental Health.

Continue

Story County Planning & Development Department

For Attorney

The legal description of the subject property from your attorney's title opinion indicates the property is located in the east ½ of northeast quarter of section 12. The east half also include a separate parcel that you also own. While the general description is correct, the property is more specifically located in the southeast quarter of the northeast quarter of section 12. **Corrected copy provided by attorney.**

Please correct the reference on page three, number 8 to Lee Farms Subdivision. Please also indicate on the easement that the property owner is responsible for the maintenance and upkeep of the easement area. **Corrected copy provided by attorney.**

For Land Surveyor

Please add the following district information to the subdivision plat drawing. See Story County Land Development Regulations Ch. 87.07 2. A. 11 for details.

Fire: Nevada Fire Department

Utilities: Iowa Regional Utility Association and Midland Power Completed by land surveyor

Please add the 100-year flood plain information generally extending along the creek that meanders through the southwest portion of the property. See Ch. 87.07 2. A. 12 for details. **Completed by land surveyor**

For Property Owner

Are restrictive covenants proposed for the proposed subdivision? If so, please provide a copy. See Ch. 87.07 2. B 2. for details. **There will not be any covenants proposed.**

Please provide a brief narrative regarding the timing of the proposed single family dwelling planned for proposed lot 2. **There are plans for the single family dwelling to begin as soon as the division is complete and a building permit is approved (this is ready to be submitted once the division is complete).** The lumber and millwork supplier has the home on the schedule for delivery beginning April 27.

Is the property currently connected to the rural water main? Will the proposed single family dwelling on lot 2 be connected to the existing rural water main? **We have opened those discussions and received the following emailed response from them. Applicant is planning to extend rural water to proposed Lot 2. Please forward any written communication from utility providers addressing their acknowledgement and ability to adequately serve a new dwelling on proposed lot 2. Email from rural water service provided.**

Follow up questions from Planning and Development

Is your parents or you planning to have the rural water line extended for your proposed dwelling? Yes we are planning to extend the line from the south. Do you know which adjacent property currently has the rural water service? **Both my parents and the property to the south have rural water. To avoid the creek to the north, I think we are going to have them extend the line from the south to our new dwelling.**

Also, from review of the aerial of the property, it appears the land area beyond the farmstead is pastureland. Is this pastureland also in a crop such as alfalfa or hay? **There is a very small patch on the northwest corner of the parcel that is rotated on tilled crops and oats/alfalfa. I believe it will be soybeans this year. The rest of the pasture is all used for grazing. 10-15 ago we did not have any cattle for 2-3 year so some of the grass was mowed and baled until cattle were brought back. At the end of the summer my dad typically mows whatever is left standing in the pasture as it is usually just thistles or other weeds that the cows refuse to eat. The area where the new subdivision is going was tilled a few years by my grandfather 60+ years ago, but it was reseeded to grass and has just been grass ever since.**

Also, how about the parcel to the north that your parents own, the row crop area is visible, however is the area to the north pastureland that is also in crops? **The area north of the tilled area has always been pasture to my knowledge.**

Lastly, you mentioned your parents raise cattle, do they raise other livestock? **There hasn't been any other livestock than cows on the property for at least 30+ years.**

Comments from General Public

- **Notification letters were mailed on April 15, 2020 to surrounding property owners within a ¼ mile of the subject property regarding the public meeting on the subdivision request.**
- **No comments were received as of the writing of this staff report.**
- **Comments from Cities within Two Miles**
There are no cities located within two miles of the property.

Analysis

Points to consider in evaluating the applicant's request to divide their property through the Residential Parcel Subdivision Plat process to create two (2) lots.

- 1. The property contains a farmstead and pastureland and proposed Lot 2 for the proposed dwelling will impact approximately 10% of the property. A majority of the land will continue to be used for agricultural purposes and no land will be taken out of row crop production for the creation of this subdivision.**
- 2. The purpose of the subdivision is for the property owner's son to construct a new dwelling on the property who will continue assisting with the farming operation.**
- 3. The subdivision meets all requirements and standards for a Residential Parcel Subdivision. Proposed Lot 1, a 34.98-net acre lot containing the existing farmstead that includes the dwelling, accessory buildings and corn cribs located at 17257 680th Avenue, and proposed Lot 2, a 4.08-net acre lot located in the southeast area of the property.**
- 4. Additional divisions of the lots created with the Residential Parcel Subdivision are not permitted in the A-1 District.**

Alternatives

Story County Planning & Development Staff recommend the Board of Supervisors approve Rasmusson Acres Subdivision, as proposed (alternative #1).

- 1.The Story County Board of Supervisors approves Resolution #20-87, the Residential Parcel Subdivision Plat – Rasmusson Acres Subdivision, as put forth in SUB04-20.**
- 2.The Story County Board of Supervisors approves Resolution #20-87, the Residential Parcel Subdivision Plat – Rasmusson Acres Subdivision, as put forth in SUB04-20, with conditions.
- 3.The Story County Board of Supervisors denies Resolution #20-87, the Residential Parcel Subdivision Plat – Rasmusson Acres Subdivision, as put forth in SUB04-20.
- 4.The Story County Board of Supervisors tables the decision on Resolution #20-87, the Residential Parcel Subdivision Plat – Rasmusson Acres Subdivision, as put forth in SUB04-20 and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on a future Board of Supervisor’s agenda.



Board of Supervisors

Story County, Iowa

Hiring Freeze Policy

Approval Date:

Effective Date:

Revision No:

Reference:

Distribution:

Intranet, S:drive; Policy Book

General Policy Statement

In an effort to address decreased revenues and revenue sources due to COVID-19, cost-saving measures need to be developed and exercised. One such measure is to implement a hiring freeze. This process will enable County department heads and elected officials, along with the Board of Supervisors an opportunity to examine department or office functions and services in conjunction with cost reduction efforts.

Hiring Freeze Guidelines

An immediate hiring freeze has been authorized by the Board of Supervisors. Any offers that were extended and accepted, or actions already communicated to prospective employees prior to the hiring freeze being implemented will be processed as normal. Recognizing that it may be important for certain positions to be filled during the hiring freeze an exemption process has been developed.

1. The hiring freeze applies to new positions, replacement staff, full-time, part-time and temporary positions regardless of the funding source.
2. Exemptions will be considered for essential staff and approved by the Board of Supervisors. A Hiring Freeze Exemption Request Form will need to be completed, signed by the department head or elected official and submitted to Human Resources. Approval of an exemption will be handled through normal board proceedings.
3. Vacant positions may be filled after approval of an exemption request.
4. No employment action or position posting will occur before an exemption request is approved.

Hiring Freeze Exemption Request

Position Title: _____ Date Submitted: _____

Division/Department: _____ Preferred Start Date: _____

Requestor: _____ Board Approval: _____

What job function will this position serve?

Why do you consider this position to be essential?

What are the consequences if this position is not filled?

Is it possible for the job responsibilities to be performed by other staff?

What are the funding sources for this position?

How will the department/office manage its work if this position is not authorized?