

The Board of Supervisors met on 1/13/25 at 10:00 a.m. in the Story County Administration Building. Linda Murken, Latifah Faisal, with Murken presiding. Lisa Heddens absent. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov)); any resolution is effective upon signature and can be inspected during business hours, Monday-Friday, 8-4:30, at 900 6<sup>th</sup> Street, Nevada, Iowa)

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

**MINUTES:** 1/6/26 Minutes – Faisal moved, Murken seconded approving the Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 1/14/26, in a) Environmental Health for Marty Gartin @ \$23.18/hr; effective 1/20/26 in a) Sheriff's Office for Addison Jobs @ \$2,119.20/bw; 2) promotion, effective 1/25/26 in a) Auditor's Office for Cathy Naumann @ \$27.55/hr. Faisal moved, Murken seconded approving Personnel Action as presented. Roll call vote. (MCU)

**CLAIMS:** 1/15/26 Claims of \$923,722.98 (run date 1/9/26, 31 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from CIDTF (\$2,871.72), Emergency Management (\$554.87), E911 (\$2,186.77), County Assessor (\$6,248.36), City Assessor (\$96,972.39). Faisal moved, Murken seconded approving claims as presented. Roll call vote. (MCU)

Faisal moved, Murken seconded approving the Consent Agenda as presented.

1. Contract for Highway Right-of-Way with Arlene L. Bates and Leona O. Larson for the purchase of permanent easement for \$374.77 (Project No. L-U28S--73-85)
2. Quarterly Report for the following offices: Auditor, Recorder, Sheriff
3. Temporary Construction Easement with Rafael Geronimo for Hannum's Mill Dam Mitigation
4. Temporary Construction Easement with WesTech, Inc. for Hannum's Mill Dam Mitigation
5. Replacement Exterior Door for the Justice Center for \$5,788.00 to replace door damaged by severe weather
6. Resolution #26-45, Setting Date and Time for Public Hearing for 1/27/26, for Consideration of Resolution #26-47, Approving Disposal of Certain County-Owned Real Property

Roll call vote. (MCU)

**INSTALLING PERMANENT DEHUMIDIFICATION TO HEATING, VENTILATION, AND AIR-CONDITIONING (HVAC) SYSTEMS AT STORY COUNTY ANIMAL SHELTER, FOR \$5,000.00 (UNBUDGETED):** Joby Brogden, Facilities Management Director, reported the FY27 budget request includes installing permanent dehumidification to all six air handlers in the building. Over the last year, long periods of high humidity caused interior damage; the cleaning costs were extensive. He proposes to install permanent dehumidification on two of the six air handlers now, and lower next year's budget request by a commensurate amount. Murken asked if the funds are available in the current budget year; Brogden stated yes. Faisal moved, Murken seconded approving Installing Permanent Dehumidification to HVAC Systems at Animal Shelter, for \$5,000.00. Roll call vote. (MCU)

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

**CLOSED SESSION PURSUANT TO CODE OF IOWA §21.5(1)(c):** Faisal moved, Murken seconded to go into closed session pursuant to *Code of Iowa* §21.5 (1)(c) at 10:08 a.m. Faisal aye, Murken aye. Motion carries.

Murken reconvened the Board in open session at 11:04 a.m.

Faisal moved, Murken seconded to adjourn at 11:04 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Tentative Agenda  
Administration Building, 900 6th St., Nevada, IA  
1/13/26

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

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

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

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

[HTTPS://US02WEB.ZOOM.US/J/84805508697?](https://us02web.zoom.us/j/84805508697?pwd=2YHCFNMLRKfAX9LBIS8CjK6BETSzNP.1)

[PWD=2YHCFNMLRKfAX9LBIS8CjK6BETSzNP.1](https://us02web.zoom.us/j/84805508697?pwd=2YHCFNMLRKfAX9LBIS8CjK6BETSzNP.1)

Webinar ID: 848 0550 8697

Passcode: 646002

Or One tap mobile:

+13017158592,,84068041164# US (Washington DC)

+13052241968,,84068041164# US

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or  
+1 646 931 3860 or +1 929 205 6099 or +1 360 209 5623 or +1 386 347 5053 or +1 507  
473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000  
or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 840 6804 1164

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

3. PLEDGE OF ALLEGIANCE:

4. ADOPTION OF AGENDA:

5. PUBLIC COMMENT #1:

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

6. AGENCY REPORTS:

7. CONSIDERATION OF MINUTES:

- I. 1/6/26 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

Department Submitting HR

Documents:

ACTION FORMS.PDF

9. CONSIDERATION OF CLAIMS:

I. 1/15/26 Claims

Department Submitting Auditor

Documents:

CLAIMS 011526.PDF

10. CONSENT AGENDA:

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

I. Consideration Of Contract For Highway Right Of Way With Arlene L. Bates Trust And Leona O. Larson For The Purchase Of Permanent Easement For \$374.77 (Project No. L-U28S-73-85)

Department Submitting Engineer

Documents:

ROW CTR BATES.PDF

II. Consideration Of Quarterly Report For The Following: Auditor, Recorder, And Sheriff

Department Submitting Auditor

Documents:

AUDITOR.PDF  
RECORDER.PDF  
SHERIFF.PDF

III. Consideration Of A Temporary Construction Easement With Rafael Geronimo For Hannum's Mill Dam Mitigation

Department Submitting Conservation

Documents:

RAFAEL GERONIMO.PDF

IV. Consideration Of A Temporary Construction Easement With WesTech Inc. For Hannum's Mill Dam Mitigation

Department Submitting Conservation

Documents:

WESTECH.PDF

V. Consideration Of Replacement Door For Story County Justice Center For \$5,788.00

Department Submitting Facilities Management

Documents:

HEARTLAND DOOR.PDF  
JUSTICE CENTER ENTRANCE DOOR.PDF

VI. Consideration Of Resolution #26-45, Setting Date And Time For Public Hearing For January 27, 2026, For Consideration Of Resolution #26-47, Approving Disposal Of Certain County-Owned Real Property

Department Submitting Conservation

Documents:

RESOLUTION 26 45.PDF

11. PUBLIC HEARING ITEMS:

12. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Installing Permanent Dehumidification To HVAC Systems At Story County Animal Shelter, For \$5,000.00 (Unbudgeted) - Joby Brogden

Department Submitting Facilities Management

Documents:

ANIMAL CONTROL FY26 HVAC MEMO.PDF

13. DEPARTMENTAL REPORTS:

14. OTHER REPORTS:

15. UPCOMING AGENDA ITEMS:

16. PUBLIC COMMENT #2:

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

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

18. Closed Session Pursuant To Iowa Code Section 21.5(1)(C) – Crystal Rink, Assistant Story County Attorney  
-To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Department Submitting Attorney

19. ADJOURNMENT:

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

Story County Board of Supervisors  
Agenda  
1/13/26

NAME

AGENCY

*Johy Bryte*

*SCFM*

*Sandra*

*BoS*

*THORON CHRISTENSEN*

*SCAO*

Prepared by: Darren R. Moon, Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

## CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 14-28-300-310  
PROJECT No: L-U28S--73-85  
ROAD No: (580<sup>th</sup> ST.)

THIS AGREEMENT made and entered into this 25<sup>th</sup> day of December, A.D. 2025 by and between  
**ARLENE L. BATES TRUST 43.8% AND LEONA O. LARSON 56.2%**

Seller, and the Story County Secondary Roads Department, acting for the County of Story, Buyer.

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):

The East 17.00 feet of the West 50.00 feet of the North 100.00 feet of the South 835.13 feet of the SW¼, SW¼ in Section 28, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa. Easement contains 0.12 acres of which 0.08 acres is existing R.O.W.

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

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page \_\_\_\_, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

1.c The premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. Buyer may take immediate possession of premises upon the execution of the contract by both Seller and Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and to surrender physical possession of the premises as shown:

	Payment Amount	Agreed Performance
\$	374.77	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	374.77	TOTAL LUMP SUM

BREAKDOWN:	ac.=acres	sq.ft.=square feet			
Land by Fee Title		ac./sq.ft.	\$	Buildings & Improvements	\$
Underlying Fee Title		ac./sq.ft.	\$	Fence ___ rods woven	\$
Permanent Easement	0.04	ac./sq.ft.	\$ 349.77	Fence ___ rods barb	\$
Temporary Easement		ac./sq.ft.	\$		
Damages for:					\$
				<u>Future Abstract Entry in the amount of \$25.00</u>	

4. The Seller is responsible for any and all matters relating to any tenant on the land and hereby releases the Buyer from all tenant liabilities.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Leona D. Larson  
X Arlene L Bates

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.

6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.

7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.

8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,

11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

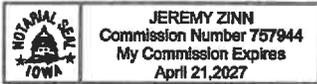
**Additional Right of Way Agreements:**

**SELLER'S ACKNOWLEDGMENT**

STATE OF IOWA: ss On this 25 day of December, 2025, before me, the undersigned, personally appeared LEONA LARSON + ARLENE BATES

Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Jeremy Zinn  
Notary Public in and for the State of IOWA



**BUYER'S APPROVAL**  
[Signature] 12-30-25

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

[Signature] 1/13/26  
Approved by: Chairperson, Story County Board of Supervisors (Date)

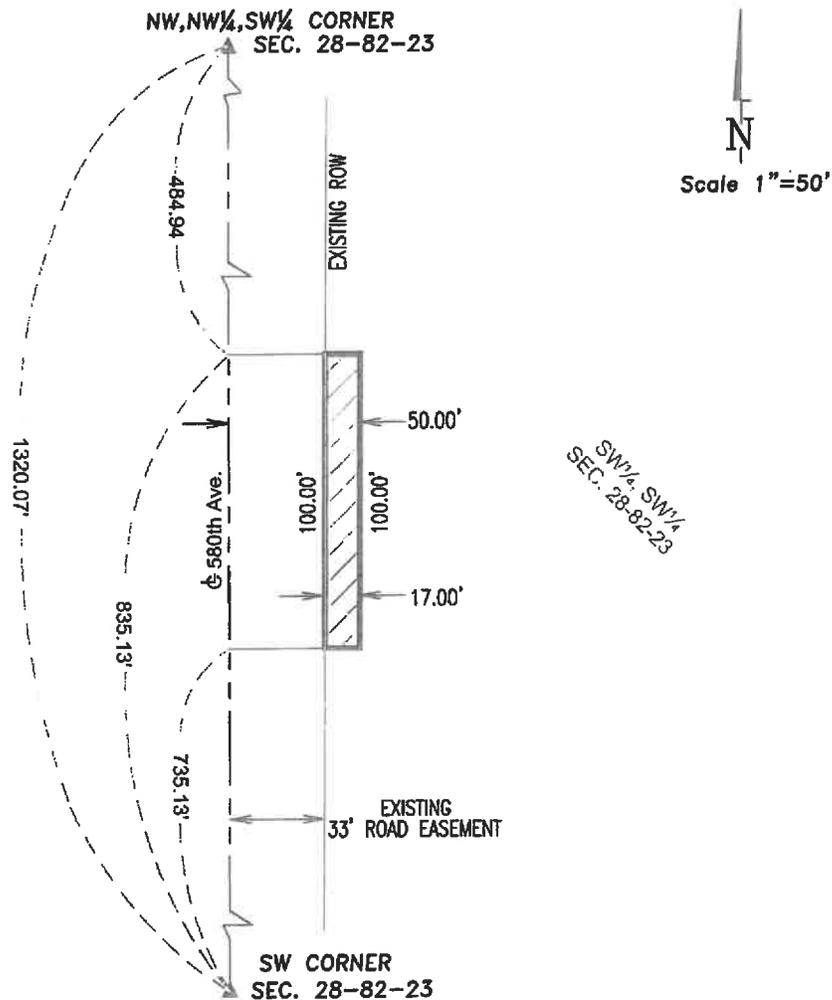
"Exhibit A"

# STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. L-U28S--73-85 PARCEL NO. 14-28-300-310  
SECTION 28, TOWNSHIP 82N, RANGE 23W, OF THE 5TH P.M., STORY COUNTY, IOWA.  
ACQUIRED FROM ARLENE L. BATES TRUST 43.8%, AND LEONA O. LARSON 56.2%

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

The East 17.00 feet of the West 50.00 feet of the North 100.00 feet of the South 835.13' feet in the SW $\frac{1}{4}$ , SW $\frac{1}{4}$  of Section 28, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa. Easement contains 0.12 acres of which 0.08 acres is existing R.O.W.



DATE DRAWN 7/14/2025



COUNTY RECORDER'S REPORT OF FEES COLLECTED FOR 2nd QUARTER  
FISCAL YEAR 2025-2026

STATE OF IOWA}  
COUNTY OF STORY}

TO: THE STORY COUNTY BOARD OF SUPERVISORS

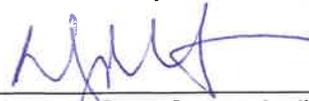
Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees, I, Stacie Herridge, Recorder of the above-named County and State do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the 2nd Fiscal Quarter ending Dec. 31, 2025, and the same has been paid to the County Treasurer.

Change of Title Fees	01000-08000-4100-07	\$4,560.00
Records Management Fees	27000-08000-4140-07	\$3,025.00
Electronic Transaction Fees	56000-08000-4160-07	\$3,025.00
Real Estate Transfer Tax	01000-08000-4040-07	\$74,835.74
Recording Fees	01000-08000-4000-07	\$69,749.00
Snowmobile Fees	01000-08000-4010-07	\$843.00
Boat Fees	01000-08000-4020-07	\$226.00
Hunting & Fishing Fees	01000-08000-4030-07	\$15.50
UCC Fees	01000-08000-4050-07	\$0.00
Copy Fees	01000-08000-4060-07	\$972.00
ATV Fees	01000-08000-4070-07	\$1,869.00
Vital Records Fees	01000-08000-4130-07	\$6,860.00
Passport Fees	01000-08000-4150-07	\$7,040.00
Boat Title Fees	01000-08000-4120-22	\$100.00
Interest	01000-00054-6000-07	\$60.89
Overages	01000-00055-8220-07	\$39.30
DNR Fees	01000-08000-4080-07	\$2.00
Total paid to Story County Treasurer		\$173,222.43

All of which is respectfully submitted this 2nd day of January, 2026.

  
\_\_\_\_\_  
Stacie Herridge, Story County Recorder

Subscribed and sworn to before me, the undersigned, and filed in my office this 5<sup>th</sup> day of January, 2026.

  
\_\_\_\_\_  
Lucy Martin, Story County Auditor

Revised April 12, 2016

**APPROVED** **DENIED**

Board Member Initials:                     

Meeting Date: 1/13/26

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

\_\_\_\_\_

\_\_\_\_\_

# Story County Sheriff's Office

## Second Quarter Report

October - December

FY26

**APPROVED**

**DENIED**

Board Member Initials: gmm

Meeting Date: 1/13/26

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

\_\_\_\_\_

\_\_\_\_\_

**Civil Fees**  
**(01000-01000-4400-05)**

Beginning Balance	\$269,878.32
Receipts from all fees	\$322,359.47
Cash on Hand	\$120.00

**Total** **\$592,357.79**

**DISBURSEMENTS:**

Clerk of Court and Miscellaneous Fees	\$233,408.28
Iowa Department of Transportation	\$0.00
Iowa Department of Public Safety	\$1,310.00
Abandoned Check Pay Out	\$0.00

**Subtotal** **\$234,718.28**

**Story County Treasurer:**

Civil Fees (01000-01000-4400-05)	\$30,412.14
Civil Fees (Credit Card)	\$2,015.70
Concealed Weapon Permits	\$5,315.00
Concealed Weapon (Credit Card)	\$25.00
Interest	\$64.05
Work Release	\$505.00

**Total** **\$38,336.89**

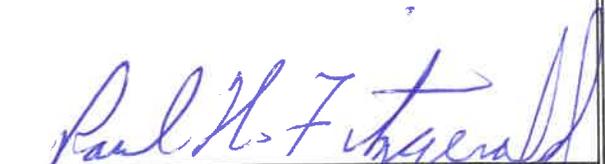
**Subtotal** **\$273,055.17**

Carry Over	\$319,182.62
Cash on Hand	\$120.00

**Total** **\$592,357.79**

**Story County Sheriff's Report**  
**Total Income Earned**  
**For the Quarter Ending December 31, 2025**

Civil Fees (01000-01000-4400-05)	\$30,412.14
Civil Fees (Credit Card)	2,015.70
Permits to Carry Concealed Weapon (01000-01000-4410-05)	\$5,315.00
Permits to Carry Concealed Weapon (Credit Card)	\$25.00
Interest (01000-00054-6000-05)	\$64.05
Work Release (01000-01000-4400-05)	\$505.00
<b>Total</b>	<b>\$38,336.89</b>
<b>Total Paid to Story County Treasurer</b>	<b>\$38,336.89</b>

  
\_\_\_\_\_  
Paul H. Fitzgerald, Sheriff

Dated 12/31/25  
PHF:dcs



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Story County Conservation Board - McFarland Park 56461 180<sup>th</sup> St. - Ames, Iowa 50010-9451  
Phone (515) 232-2516 - Fax (515) 232-6989 - Email: conservation@storycounty.com  
www.storycountyconservation.org

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Memorandum

To: Story County Board of Supervisors

Through: Michael D. Cox, Director

From: Pat Shehan, Special Projects Ranger

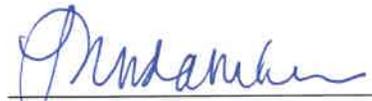
Date: January 13, 2025

Re: Consideration of a Temporary Construction Easement with Rafael Geronimo for Hannum's Mill Dam Mitigation.

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The attached temporary construction easement grants the County easement to perform construction activities on the Rafael Geronimo property. The easement is necessary to complete the work needed for the partial removal of the existing Hannum's Mill Dam.

The Story County Conservation Board urges your approval.

  
Approval

\_\_\_\_\_

Disapproval

1/13/26  
Date

\_\_\_\_\_

Date

Preparer: Michael D. Cox, Conservation Director, PH: 515-232-2516; FAX 515-232-6989  
Story County Conservation, 56461 180<sup>th</sup> Street, Ames, IA 50010  
RETURN ORIGINAL TO: Michael D. Cox, Story County Conservation, 56461 180<sup>th</sup> Street, Ames, IA 50010

### TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **GERONIMO, RAFAEL**, whose address is 469 West Riverside Road, Ames, IA 50010, and their successors and assigns (collectively, "**Grantor**"), in exchange for valuable consideration as recited herein, hereby grants, bargains, sells, and conveys to Story County, Iowa, whose address is 900 Sixth St., Nevada, IA 50201 and its successors and assigns (collectively "**Grantee**"), its agents, contractors and employees, a temporary construction easement over a portion of the real property owned by Grantor, which property is described on the attached Exhibit "A" at page 5 ("**Grantor's Property**").

The Easement shall be for the purpose of staging, hauling, transporting, and storage of materials, vehicles and equipment to effectuate the partial removal of "Hannum's Mill Dam," (hereinafter the "Project"). The purpose of the Project is to make river passage safe for recreational public use and permeable to fish passage. To accomplish these ends, Grantee plans to conduct streambank stabilization efforts upon portions of the bank of the river on the Grantor's Property.

The temporary construction easement granted to Grantee herein shall be over, upon, across and under a portion of Grantor's Property, described as shown on the attached Exhibit "A" as the "Temporary Easement Area," and shall include the right of ingress and egress across the Grantor's Property to and from the Temporary Easement Area, and shall specifically allow Grantee and its agents, contractors and employees the right to access and occupy the Temporary Easement Area in connection with the Partial Dam Removal Project. The Grantee agrees to notify the Grantor's in advance of entry to the subject property. Grantee will, insofar as practicable, restore any ground disturbed by the Grantee's use of the easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion through river bank stabilization.

1. All materials and equipment and facilities placed by Grantee in the Temporary Easement Area shall be owned by and remain the property of Grantee during the period.
2. Grantee shall operate in accord with the requirements of the Story County Code of Ordinances, and any applicable State and Federal laws, rules, and regulations.
3. In addition to the easement and easement areas described above, Grantor grants to Grantee the

RG  
12/15/25

right of ingress and egress over and across Grantor's Property and from the Temporary Easement Area in order to permit Grantee to perform the project. Methods and means of which shall be subject to Grantor approval, which shall not be unreasonably withheld.

4. The temporary construction easement created by this Agreement shall terminate thirty (30) days after the project is complete.

5. To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless Grantor from and against any and all third-party claims and demands for damages to property, and for injury or death to persons, including payments made under any workers' compensation law or under any plan for employees' disability and death benefits, and including all reasonable expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the negligent construction or maintenance activities of Grantee related to the construction for which this Easement is granted.

6. Grantor represents and warrants to Grantee that it owns fee simple title to Grantor's Property, including, but not limited to, the Temporary Easement Area, that Grantor's Property is not encumbered by any mortgage or other lien, and that Grantor may execute and deliver this easement, and grant the easements and other rights described herein, without obtaining the consent or approval of any other party.

7. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of the State of Iowa and all applicable federal laws. The parties stipulate and agree that, for state claims arising from this agreement, venue and jurisdiction shall be proper in the District Court for Story County, Iowa, and, for any federal claims arising from this agreement, venue and jurisdiction shall be proper in the Southern District of Iowa.

8. This Agreement, including all exhibits, addendums and amendments thereto, contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

9. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed here from and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

This Temporary Construction Easement is executed and delivered by Grantor to Grantee this 15<sup>th</sup> day of DECEMBER, 2025.

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

RG  
12/15/25

GRANTOR:

RAFAEL GERONIMO

By

It's

*[Handwritten signature of Rafael Geronimo]*

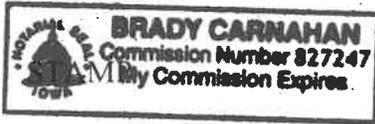
STATE OF Iowa )  
COUNTY OF Polk ) ss.

This record was acknowledged before me this 15 day of December, 2025, by Rafael Geronimo as Grantor.

*[Handwritten signature of Brady Carnahan]*

Notary Public

Printed Name: Brady Carnahan  
My commission expires: 11/2/26



GRANTEE:

STORY COUNTY, IOWA

By: [Signature]

Printed Name: LINDA MURKEN

Title: Chair of Board of Supervisors

By: [Signature]

Printed Name: LUCY MARTIN

Title: Story County Auditor

STATE OF IOWA

COUNTY OF STORY

On this January 13th, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared Linda Murken and Lucy Martin, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of Story County, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of Story County, Iowa, and that the instrument was signed and sealed on behalf of Story County, Iowa, by authority of its Board of Supervisors, as contained in Ordinance No. \_\_\_\_\_ passed (the Resolution adopted) by the Board of Supervisors, under Roll Call No. \_\_\_\_\_ of the Board of Supervisors on January 13th, 2025, and Linda Murken and Lucy Martin acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of Story County, Iowa, by it voluntarily executed.

[Signature]

Notary Public

Print Name: Michelle L. Bellite

STAMP

My commission expires: 10/2/27



**EXHIBIT A**

**Grantor's Property Legal Description.**

SECTION:23 TOWNSHIP:84 RANGE:24 PT LOTS 9 10 11 NW SW & E1/2 SW SW & TRIN  
N PART OF SW SW DESC AS COMM SE COR N 4 AC LOT 9 SW120' TO BEG S507.91'  
W95.14'W313.65' NW438' NE408.72' TO BEG

# EXHIBIT B

## Temporary Easement Area –





Story County Conservation Board - McFarland Park 56461 180<sup>th</sup> St. - Ames, Iowa 50010-9451  
Phone (515) 232-2516 - Fax (515) 232-6989 - Email: conservation@storycounty.com  
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director  
From: Pat Shehan, Special Projects Ranger  
Date: January 13, 2025  
Re: Consideration of a Temporary Construction Easement with WesTech Inc. for Hannum's Mill Dam Mitigation.

The attached temporary construction easement grants the County easement to perform construction activities on WesTech Inc. property. The easement is necessary to complete the work needed for the partial removal of the existing Hannum's Mill Dam.

The Story County Conservation Board urges your approval.

  
Approval

Date

1/13/26

Disapproval

Date

Preparer: Michael D. Cox, Conservation Director, PH: 515-232-2516; FAX 515-232-6989  
Story County Conservation, 56461 180<sup>th</sup> Street, Ames, IA 50010  
RETURN ORIGINAL TO: Michael D. Cox, Story County Conservation, 56461 180<sup>th</sup> Street, Ames, IA 50010

### TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **WesTech Engineering, LLC**, whose address is 600 Arrasmith Trail, Ames, IA 50010, and their successors and assigns (collectively, “**Grantor**”), in exchange for valuable consideration as recited herein, hereby grants, bargains, sells, and conveys to Story County, Iowa, whose address is 900 Sixth St., Nevada, IA 50201 and its successors and assigns (collectively “**Grantee**”), its agents, contractors and employees, a temporary construction easement (hereinafter the “Easement”) over a portion of the real property owned by Grantor, which property is described on the attached Exhibit “A” at page 5 (“**Grantor’s Property**”).

The Easement shall be for the purpose of staging, hauling, transporting, and storage of materials, vehicles and equipment to effectuate the partial removal of “Hannum’s Mill Dam,” (hereinafter the “Project”). The purpose of the Project is to make river passage safe for recreational public use and permeable to fish passage. To accomplish these ends, Grantee plans to remove the northern portions of the existing dam and install streambank stabilization practices along the banks of the river on the Grantor’s Property.

The Easement granted to Grantee herein shall be over, upon, across and under a portion of Grantor’s Property, which property is described on the attached Exhibit “A”. The portion of Grantor’s Property that Grantor grants Grantee the Easement upon is identified on the attached Exhibit “B” as the Construction Area and is referred to hereinafter as the “Temporary Easement Area”. The Easement shall include a limited right of reasonable ingress and egress across Grantor’s Property to and from the Temporary Easement Area along the Haul Route identified on Exhibit “B”, as may be specified or altered in writing by Grantor from time to time, and shall specifically allow Grantee and its agents, contractors and employees the right to access and occupy the Temporary Easement Area in connection with the Partial Dam Removal Project. The Grantee agrees to notify Grantor in advance of entry to the subject property. Grantee will, insofar as practicable, restore any ground disturbed by the Grantee’s use of the Easement and any ingress or egress thereto or from. Grantee will take all reasonable measures prevent any damage to any property of Grantor from soil erosion through riverbank stabilization.

1. All materials and equipment and facilities placed by Grantee in the Temporary Easement Area shall be owned by and remain the property of Grantee during the period while the Easement remains

in effect.

2. Grantee shall operate in accord with the requirements of the Story County Code of Ordinances, and any applicable State and Federal laws, rules, and regulations.

3. In addition to the easement and easement areas described above, Grantor grants to Grantee a limited right of reasonable ingress and egress over and across Grantor's Property and from the Temporary Easement Area in order to permit Grantee to perform the project, as may be reasonably specified and adjusted in writing by Grantor from time to time. Methods and means of which shall be subject to Grantor approval, which shall not be unreasonably withheld.

4. The Easement created by this Agreement shall terminate thirty (30) days after the Project is complete.

5. To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless Grantor from and against any and all third-party claims and demands for damages to property, and for injury or death to persons, including payments made under any workers' compensation law or under any plan for employees' disability and death benefits, and including all reasonable expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the negligent construction or maintenance activities of Grantee related to the construction for which this Easement is granted.

6. Grantor represents and warrants to Grantee that it owns fee simple title to Grantor's Property, including, but not limited to, the Temporary Easement Area, that Grantor's Property is not encumbered by any mortgage or other lien, and that Grantor may execute and deliver this Easement, and grant the easements and other rights described herein, without obtaining the consent or approval of any other party.

7. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of the State of Iowa and all applicable federal laws. The parties stipulate and agree that, for state claims arising from this agreement, venue and jurisdiction shall be proper in the District Court for Story County, Iowa, and, for any federal claims arising from this agreement, venue and jurisdiction shall be proper in the Southern District of Iowa.

8. This Agreement, including all exhibits, addendums and amendments thereto, contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

9. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed here from and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

This Temporary Construction Easement is executed and delivered by Grantor to Grantee this 16<sup>th</sup> day of DECEMBER, 2025.

GRANTOR:

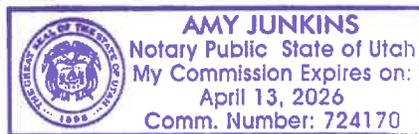
By *Greg Holt* G.V. HOLT

CEO  
It's \_\_\_\_\_

STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

This record was acknowledged before me this 16<sup>th</sup> day of DECEMBER, 2025, by Greg Holt as CEO.

STAMP



*Amy Junkins*  
Notary Public

Printed Name: Amy Junkins  
My commission expires: April 13, 2026

GRANTEE:

STORY COUNTY, IOWA

By: [Signature]

Printed Name: LINDA MURKEN

Title: Chair of Board of Supervisors

By: [Signature]

Printed Name: Lucy Martin

Title: Story County Auditor

STATE OF IOWA

COUNTY OF STORY

On this January 13th, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared Linda Murken and Lucy Martin, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of Story County, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of Story County, Iowa, and that the instrument was signed and sealed on behalf of Story County, Iowa, by authority of its Board of Supervisors, as contained in Ordinance No. \_\_\_\_\_ passed (the Resolution adopted) by the Board of Supervisors, under Roll Call No. \_\_\_\_\_ of the Board of Supervisors on January 13th, 2025 and Linda Murken and Lucy Martin acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of Story County, Iowa, by it voluntarily executed.

[Signature]

Notary Public

Print Name: Michelle L. Bellile

STAMP

My commission expires: 10/2/27



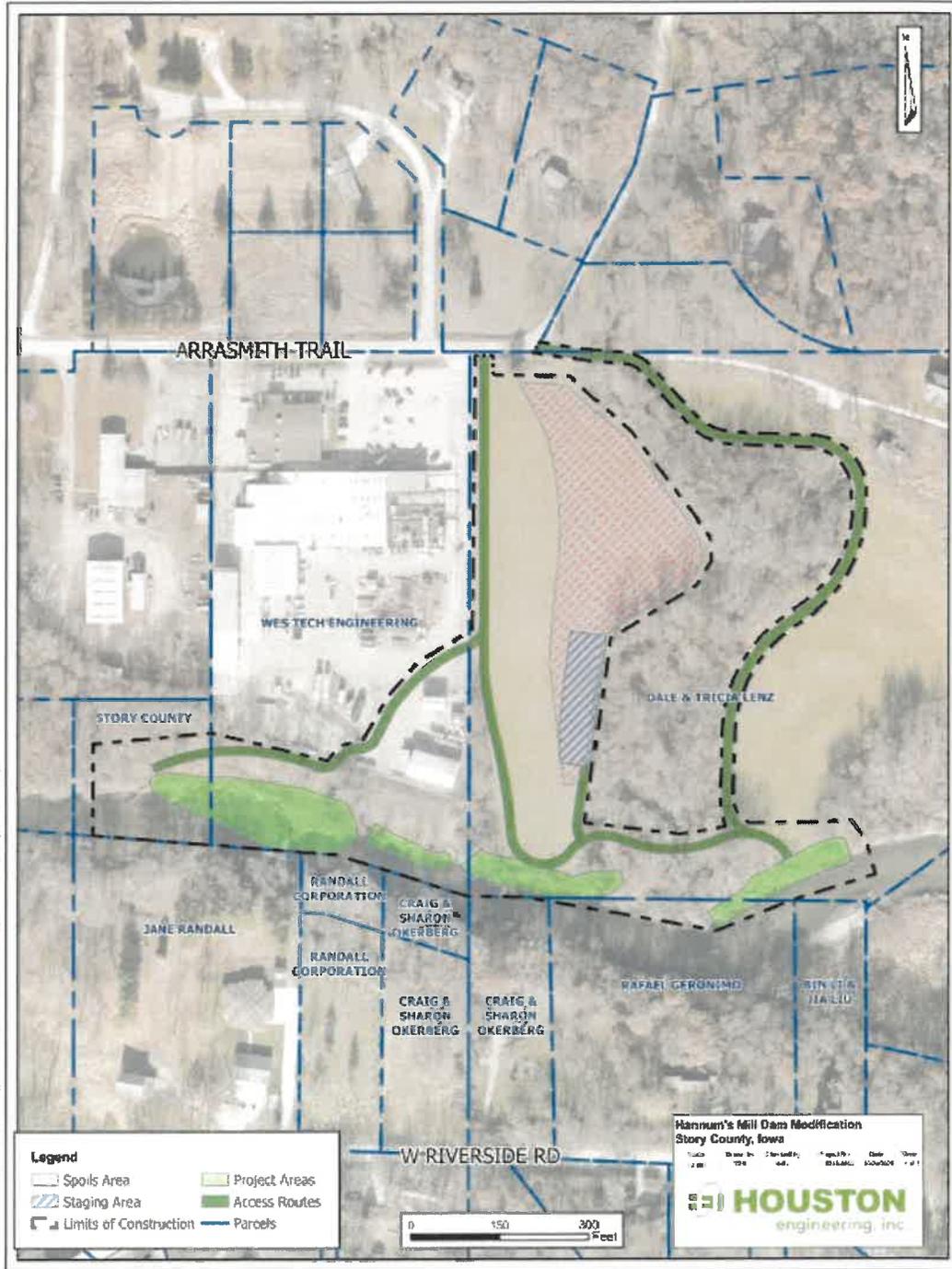
**EXHIBIT A**

**Grantor's Property Legal Description,**

THE EAST 432 FEET TO ALL THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 84 NORTH, RANGE 24 WEST OF THE 5<sup>TH</sup> P.M., STORY COUNTY, IOWA, LYING NORTH OF THE CENTER LINE OF THE SKUNK RIVER.

**EXHIBIT B**

**Temporary Easement Area –**







Heartland Door & Frame, Inc.  
 1305 NE Broadway Ave.  
 Des Moines, IA 50313  
 United States  
 Phone: 515-244-8900  
 Fax: 515-244-8902

**SALES QUOTE**

Page: 1  
 Sales Quote Number: SQ005165  
 Sales Quote Date: 1/7/2026

Job Name: Story County Clerk of Court FRP Opening

**Sell**  
 To: Story County Facilities Management  
 INVOICES  
 900 6th Street  
 Nevada, IA 50201  
 United States

**Ship**  
 To: Story County Facilities Management  
 INVOICES  
 900 6th Street  
 Nevada, IA 50201  
 United States

Ship Via  
 Terms NET 30  
 Customer ID STOCOUC

SalesPerson RYAN WALTON  
 Phone # 515-402-7526  
 Email ryanw@hrtlnd.us

Item No.	Description	Unit	Quantity
NSHMFPF	FRP 3-0 x 7-0 6-3/4 P&D 4" HD RPR LH	EACH	1
NSHMDPD	FRP 3-0 x 7-0 RIM NARROW LITE RHR	EACH	1
NSHI	A110HDC083 x C	EACH	1
NGP12001	160V x 6x3/4-TEKS x 48" x 84" x MILL (Weatherstrip)	EACH	1
NGP12005	200NA x 6x3/4-TEKS x 36" x A (Sweep)	EACH	1
NGP12012	425E x 36" x MILL (Threshold)	EACH	1
LABOR NEW CONST	Field Install - New Construction	EACH	1

**Acceptance & Direction to Proceed:**

This proposal is valid for 30 days.

Due to current market volatility and material surcharges, our pricing may be impacted suddenly. If this occurs on your project prior to ordering we will notify you with any pricing adjustments. Please feel free to call or email with any questions.

Sales tax will be applied at invoicing if applicable.

No retainage.

Restocking fees of 35% will apply to any cancelled stock materials. Opened merchandise and special order material is non-refundable.

Payment or Deposit may be required prior to ordering.

**Subtotal:** 5,788.00  
**Total Sales Tax:** 0.00  
**Total:** 5,788.00

Signed \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_





# STORY COUNTY

## Facilities Management

**JOBY BROGDEN**

Director  
515.382.7401

**MATT MILLER**

Assistant  
515.382.7402

Story County Administration  
900 6<sup>th</sup> St.

Nevada, Iowa 50201  
515.382.7404 FAX

DATE: January 8, 2026  
TO: Board of Supervisors  
FROM: Joby J. Brogden  
RE: Animal Control HVAC, Dehumidification

Facilities Management is requesting an additional \$5,000 of unbudgeted funds for the FY26 Animal Control operating budget. This request is to install permanent dehumidification on two of the six air handlers.

This facility has a indoor humidity problem when the outside air is excessively humid over long periods of time. This caused some interior damage in the summer of 2025. To remedy these problems Facilities Management is requesting funds in FY-27 to add full building dehumidification. However, with spring approaching we are requesting to start this project before the next fiscal year begins. The two units we are proposing to do now are areas of highest historical humidity, due to the nature of the HVAC design.

If the \$5000 is approved for this year, the ask for this project in FY-27 can be reduced by \$5000.

The request of the Board of Supervisors is for an additional \$5000 for the Animal Control budget for permanent dehumidification.

**APPROVED** **DENIED**  
Board Member Initials: AM  
Meeting Date: 1/13/26  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_