

The Board of Supervisors met on 3/3/26 at 10:00 a.m. in the Story County Administration Building. Linda Murken, Latifah Faisal and Lisa Heddens, with Murken presiding. (all audio of meetings available at storycountyiowa.gov); any resolution is effective upon signature and can be inspected during business hours, Monday-Friday, 8-4:30, at 900 6th Street, Nevada, Iowa)

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

RCB CULVERT NEW - SINGLE BOX ON 730TH AVENUE, OVER AN UNNAMED STREAM IN SECTION 25 OF LINCOLN TOWNSHIP (LFM-L25--7X-85) AND RCB CULVERT REPLACEMENT - SINGLE BOX ON 580TH AVENUE, OVER A SMALL STREAM IN SECTION 29 OF UNION TOWNSHIP (L-U28S--73-85): Darren Moon, Engineer and Tyler Sparks, Assistant Engineer, opened the following bids:

- 1) Progressive Structures, Luxemburg, Iowa, bid bond attached and signed for a) LFM-L25-7X-85 total of \$80,443.90, and b) L-U28S-73-85 total of \$93,824.40; total project bid \$174,268.30
- 2) Rognes Bros Excavating, Lake Mills, Iowa, bid bond attached and signed, LFM-L25-7X-85 total of \$94,168.64, L-U28S-73-85 total of \$99,319.71; total project bid \$193,488.35
- 3) Peterson Contractors, Inc, Reinbeck, Iowa, bid bond attached and signed, LFM-L25-7X-85 total of \$81,921.31, L-U28S-73-85 total of \$88,155.80; total project bid \$170,077.11

RCB CULVERT NEW - TWIN BOX ON 310TH STREET, OVER DRAINAGE IN SECTION 20 OF COLLINS TOWNSHIP (L-COL20--73-85) AND RCB CULVERT NEW - TWIN BOX ON 590TH AVENUE, OVER AN OVERFLOW OF DRAINAGE DISTRICT MILFORD 13 IN SECTION 21 OF MILFORD TOWNSHIP (L-M22--73-85): Darren Moon, Engineer and Tyler Sparks, Assistant Engineer, opened the following bids:

- 1) Progressive Structures, Luxemburg, Iowa, bid bond attached and signed, L-COL20-73-85 total of \$168,056.40, L-M22-73-85 total of \$146,699.80; total project bid \$314,756.20
- 2) Rognes Brothers Excavating Inc., Lake Mills, Iowa, bid bond attached and signed, L-COL20-73-85 total of \$235,112.35, L-M22-73-85 total of \$169,375.97; total project bid \$404,488.32
- 3) Peterson Contractors, Inc, Reinbeck, Iowa, bid bond attached and signed, L-COL20-73-85 total of \$196,074.60, L-M22-73-85 total of \$193,609.60; total project bid \$339,684.20.

Moon stated he would review bids for all projects and return to the Board at a future meeting.

BID OPENING FOR DAKINS LAKE CABIN: no bids received.

BID OPENING FOR TEDESCO ENVIRONMENTAL LEARNING CORRIDOR (TELC) SHELTER AND RESTROOM: Mike Cox, Director, and Ryan Wiemold, Parks Superintendent, opened the following bids:

- 1) Giardino Construction, Polk City, Iowa, bid bond attached and signed, total project bid \$879,600.00
 - 2) R.H. Grabau Construction, Boone, Iowa, bid bond attached and signed, total project bid \$890,000.00
 - 3) GTG Construction LLC, Johnston, Iowa, bid bond attached and signed, total project bid \$921,890.00
- Cox stated he would review bids and return to the Board at a future meeting.

THE BRIDGE HOME AMERICAN RESCUE PLAN ACT (ARPA) ANNUAL REPORT: Ashley Raske, Director of Operations, reported on logistics, partnerships, and clientele. Amber Tompkins, Central Iowa Shelter and Services, reported on a new agreement, and a sustainability plan.

CENTER FOR CREATIVE JUSTICE (CCJ): Staci Shugar, Executive Director, reported on mission, impact, history, people served, statistics, and client surveys.

MINUTES: 2/24/26 Minutes – Faisal moved, Heddens seconded approving the Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment, effective 3/8/26, in a) Attorney's Office for Lacey Perisho @ \$28.24/hr; Crystal Rink @ \$5,633.37/bw; Nicholle Stangeland @ \$33.57/hr; b) Auditor's Office for Kristy Macki @ \$31.95/hr; Lisa Markley @ \$4,510.80/bw; c) Board of Supervisor's for Joy Cory @ \$25.59/hr; d) E911 for Amanda Pyle @ \$33.57/hr; e) Facilities Management for Randall Russell @ \$23.18/hr; f) Secondary Roads for Wyatt Wunschel @ \$3,114.55/bw; g) Sheriff's Office for Karissa Hendrick @ \$2,621.60/bw. Heddens moved, Faisal seconded approving the Personnel Actions as listed. Roll call vote. (MCU)

Faisal moved, Heddens seconded approving the Consent Agenda as listed.

1. Agreement with the Iowa Department of Transportation (DOT) - IA210 PCC Pavement - Grade and New Project DOT-Initiated Detour for the intersection of Iowa Highway 210 and US Highway 69 with estimated detour effective dates 4/1/26-8/1/26
2. Roadway Maintenance Agreement for 2.5 Miles of Institutional Roads Maintained by Story County for Iowa State University, effective 7/1/26-6/30/27
3. Facilities Management Quarterly Report
4. Grant Agreement between Story County and Colo Telephone Company using American Rescue Plan Act (ARPA) Funding for the Broadband Expansion Plan Project up to \$30,000.00, effective upon execution through 12/31/26

Roll call vote. (MCU)

DISCUSSION TO VACATE AND CLEAR THE RECORD ON A SECTION OF STORY COUNTY SECONDARY ROAD 580TH AVENUE: Darren Moon, Engineer, reported on the proposed vacation of approximately 876 feet of 580th Avenue in Section 16 of Grant Township. Moon went over the relevant *Code of Iowa* provisions and outlined the process, including publication, hearings, and quit claims to existing owners. A new portion of the road was constructed when the Iowa Department of Management redesigned the intersection of US Highway 30 and 580th Avenue; the proposed strip to be vacated now dead ends at the highway. He reported on the road, providing photos, aerial views, property lines, and the proposed portion to vacate. Murken opened the public hearing at 10:39, and, hearing none, she closed the public hearing at 10:39 a.m. Moon reported on next steps.

FIRST CONSIDERATION OF CONSIDERATION OF ORDINANCE NO. 329, AMENDING CHAPTER 85, GENERAL PROVISIONS AND DEFINITIONS AND CHAPTER 86, DISTRICT REQUIREMENTS OF THE STORY COUNTY CODE OF ORDINANCES—LAND DEVELOPMENT REGULATIONS FOR A TEXT AMENDMENT TO RESCIND ORDINANCE NO. 311: Leanne Harter, Planning and Development Director, reported on the text amendment to rescind Ordinance No. 311 to conform with the recent federal court ruling which prohibits enforcement of the ordinance. Given that the ordinance is preempted and unenforceable, staff initiated a text amendment to rescind it. The Planning and Zoning Commission recommends approval. The County will revert to former definitions and regulations, as applicable. Harter reported on the proposed modifications, reviewed changes, and provided standards of approval which have all been satisfied. No public comments have been received. She provided the Board with its alternatives. Murken opened the public hearing at 10:46 a.m., and, hearing none, she closed the public hearing at 10:47 a.m. Heddens moved, Faisal and Definitions and Chapter 86, District Requirements of the Story County Code of Ordinances—Land Development Regulations for a Text Amendment to Rescind Ordinance No. 311 and sets Second Consideration for Tuesday, March 10, 2026. Roll call vote. (MCU)

FIRST CONSIDERATION OF ORDINANCE NO. 330, AMENDING CHAPTER 85, GENERAL PROVISIONS AND DEFINITIONS; CHAPTER 86, DISTRICT REQUIREMENTS; CHAPTER 88, GENERAL SITE PLANNING STANDARDS; AND CHAPTER 90, CONDITIONAL USES OF THE STORY COUNTY CODE OF ORDINANCES—LAND DEVELOPMENT REGULATIONS FOR A TEXT AMENDMENT TO ADDRESS USES FOR DIGITAL ASSET MINING, CRYPTOCURRENCY OPERATIONS, DATA PROCESSING CENTERS AND/OR BATTERY/ENERGY STORAGE SOLUTIONS ON PROPERTIES LOCATED IN UNINCORPORATED STORY COUNTY: Leanne Harter, Planning and Development Director, reported on the staff initiated text amendment to address Uses for Digital Asset Mining, Cryptocurrency Operations, Data Processing Centers and/or Battery/Energy Storage Solutions on properties located in unincorporated Story County. She provided background information. The County currently has a temporary moratorium in place; it expires on 3/31/26. Harter reviewed the proposed modifications. All requirements for a text amendment have been met and both staff and the Planning and Zoning Commission recommend approval. Thirteen written comments were received from the public. Harter provided the Board with its alternatives for action today. Discussion took place. Murken opened the public hearing at 11:03 a.m. Jim Pease, Franklin Township, asked the Board to add water consumption to the ordinance. Peter Biechler, Ames, stated he is opposed to data centers and supports a permanent moratorium. Michael Meetz, Milford Township, stated he opposes data centers and supports a permanent moratorium. Steve Lekwa, Nevada, stated he is opposed to data centers and supports a permanent moratorium. Susie Petra, Ames, stated she opposes data centers and supports a permanent moratorium. Bruce Antion, Ames, stated he is speaking for Joseph Biechler, in opposition of data centers and in support of a permanent moratorium. Denise Biechler, Howard Township, stated she supports a permanent moratorium. Sue Lekwa, Nevada, speaking on behalf of Brenda Brink of Palestine Township, stated opposition to data centers and the need for the County to establish a permanent moratorium. Dean Biechler, Howard Township, stated he is concerned about rural water and wells; he is opposed to data centers and supports a permanent moratorium. Molly McDonald, Ames, stated her opposition to data centers. Seeing no further speakers, Murken closed the public hearing at 11:38 a.m. Extensive discussion took place about amending the proposed ordinance. Harter answered questions from the Board about process. Faisal moved to amend the proposed ordinance by removing section 12 and all associated regulations. Second by Heddens. After a short discussion, motion carried unanimously on a roll call vote. Heddens moved to approve the First Consideration of the ordinance as amended and set Second Consideration for 3/10/26. Second by Faisal. Roll call vote (MCU). The Board directed Harter to extend the temporary moratorium to allow time for discussion with the County Attorney regarding permanent moratorium questions. Harter stated she will return to the Board with a resolution to extend the temporary moratorium.

FUNDING REQUEST OF \$5,000.00 TO \$10,000.00 FROM MINERVA VALLEY TELEPHONE CO., INC. FOR BROADBAND DEPLOYMENT: Murken provided background information. Mary Phillips, General Manager, Minerva Valley Telephone, reported on services provided in northeast Story County. Because McCallsburg is not part of Minerva Valley's Incumbent Local Exchange Carrier (ILEC), Minerva Valley is requesting funding to bring fixed wireless to the community. Discussion took place. Faisal moved, Heddens seconded the Funding Request of \$10,000.00 from Minerva Valley Telephone Co., Inc. for Broadband Deployment to be funded from American Rescue Plan Act (ARPA) dollars. Roll call vote. (MCU)

UPDATE FOR REED-NILAND CORNER RESTORATION PROJECT: will be presented at a future meeting.

UPCOMING AGENDA ITEMS: Faisal stated she will be working with Information Technology (IT) on a policy regarding the use of artificial intelligence (AI).

Heddens moved, Faisal seconded to adjourn at 12:22 p.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building,
900 6th St., Nevada, IA
3/3/26

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)

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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. Bid Opening For March 3, 2026, At 10:00 AM In The Board Room At The Story County Administration Building For RCB Culvert New - Single Box On 730th Ave., Over Unnamed Stream, S25-T85-R21. (LFM-L25-7X-85) And RCB Culvert Replacement - Single Box On 580th Ave., Over Small Stream, S29-T82-R23. (L-R28S-73-85)

Department Submitting Engineer

7. Bid Opening For March 3, 2026, At 10:00 AM In The Board Room At The Story County Administration Building For RCB Culvert New - Twin Box On 310th St., Over Drainage, S20-T82-R21. (L-COL20-73-85) And RCB Culvert New - Twin Box On 590th Ave., Over Overflow Of Milford 13 In, S21-T84-R23. (L-M22-73-85)

Department Submitting Engineer

8. Bid Opening For Dakins Lake Cabin - Ryan Wiemold

Department Submitting Conservation

9. Bid Opening For Tedesco Environmental Learning Corridor Shelter And Restroom - Ryan Wiemold

Department Submitting Conservation

10. AGENCY REPORTS:

I. The Bridge Home American Rescue Plan Act (ARPA) Annual Report - Melissa O'Neil

Department Submitting Board of Supervisors

II. CCJ - Staci Shugar, Executive Director

Department Submitting Auditor

Documents:

CCJ ANNUAL REPORT.PDF

11. CONSIDERATION OF MINUTES:

I. 2/24/26 Minutes

Department Submitting Auditor

12. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) pay adjustment, effective 3/8/26, in a) Attorney's Office for Lacey Perisho @ \$28.24/hr; Crystal Rink @ \$5,633.37/bw; Nicholle Stangeland @ \$33.57/hr; b) Auditor's Office for Kristy Macki @ \$31.95/hr; Lisa Markley @ \$4,510.80/bw; c) Board of Supervisor's for Joy Cory @ \$25.59/hr; d) E911 for Amanda Pyle @ \$33.57/hr; e) Facilities Management for Randall Russell @ \$23.18/hr; f) Secondary Roads for Wyatt Wunschel @ \$3,114.55/bw; g) Sheriff's Office for Karissa Hendrick @ \$2,621.60/bw.

Department Submitting Auditor

Documents:

ACTION FORM.PDF

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 Agreement With Iowa DOT - IA210 PCC Pavement - Grade And New

Project Detour Agreement

Department Submitting Engineer

Documents:

IA210 DETOUR AGREEMENT.PDF

II. Consideration Of Roadway Maintenance Agreement Institutional Roads Maintained By Story County For Iowa State University

Department Submitting Engineer

Documents:

ROADWAY MAINTENANCE AGREEMENT.PDF

III. Consideration Of Facilities Management Quarterly Report

Department Submitting Auditor

Documents:

FM QTR.PDF

IV. Consideration Of Grant Agreement Using American Rescue Plan Act (ARPA) Funding Between Story County And Colo Telephone Company For The Broadband Expansion Plan Project For Up To \$30,000

Department Submitting Board of Supervisors

Documents:

COLO TELEPHONE.PDF

14. PUBLIC HEARING ITEMS:

I. Discussion To Vacate And Clear The Record On A Section Of Story County Secondary Road - 580th Ave - Darren Moon

Department Submitting Engineer

Documents:

PUBLIC HEARING 580TH.PDF

II. First Consideration Of Consideration Of Ordinance No. 329, Amending Chapter 85, General Provisions And Definitions And Chapter 86, District Requirements Of The Story County Code Of Ordinances—Land Development Regulations For A Text Amendment To Rescind Ordinance No. 311 - Leanne Harter

Department Submitting Planning and Development

Documents:

STAFF REPORT BOS.PDF
ORDINANCE NO 329.PDF

- III. First Consideration Of Ordinance No. 330, Amending Chapter 85, General Provisions And Definitions; Chapter 86, District Requirements; Chapter 88, General Site Planning Standards; And Chapter 90, Conditional Uses Of The Story County Code Of Ordinances—Land Development Regulations For A Text Amendment To Address Uses For Digital Asset Mining, Cryptocurrency Operations, Data Processing Centers And/Or Battery/Energy Storage Solutions On Properties Located In Unincorporated Story County - Leanne Harter

Department Submitting Planning and Development

Documents:

STAFF REPORT BOS.PDF
ORDINANCE NO 330.PDF

15. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Funding Request From Minerva Valley Telephone Co., Inc. For Broadband Deployment Of \$5,000.00 - \$10,000.00 – Mary Phillips, General Manager

Department Submitting Board of Supervisors

Documents:

MINERVA REQUEST.PDF

16. DEPARTMENTAL REPORTS:

17. OTHER REPORTS:

- I. Update For Reed-Niland Corner Restoration Project - Jan Gammon, Reed-Niland Corner Inc.

Department Submitting Board of Supervisors

18. UPCOMING AGENDA ITEMS:

19. 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.

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 Board of Supervisors

Agenda

3/3/26

NAME

AGENCY

John Peters

Ryan Wiernold

Conservation

Mike Cox

Conservation

Jeremy Rogers

Contractor

Steve Shoopar

CCJ

Cheryl Rasko

FRD BRIDGE HOME

Bruce M Antians

cel - resident

MICHAEL MEETZ

Citizen

Peter Biechler

Citizen

JUSIE PETRA

Citizen

Steve Letian

Citizen

Sue Lokwa

Citizen

Denise Biechler

Citizen

Dean Biechler

Citizen

Pat Schlaubum

Citizen

Hugh Espoy

|| |

Megan Murphy Salger

Next Era Energy Resources

Kimberly Duxey

NEXTERA ENERGY RESOURCES

Emily Kell

Citizen

Darren Moon

SCEO

Tyler Sparks

SCEO

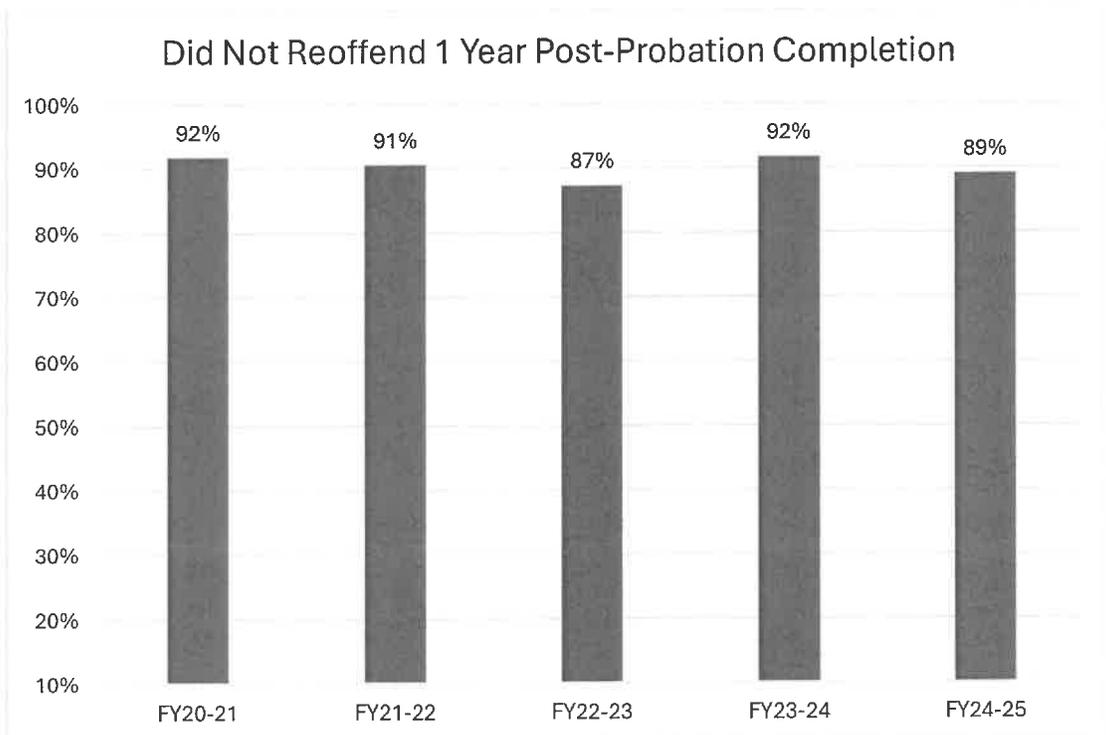
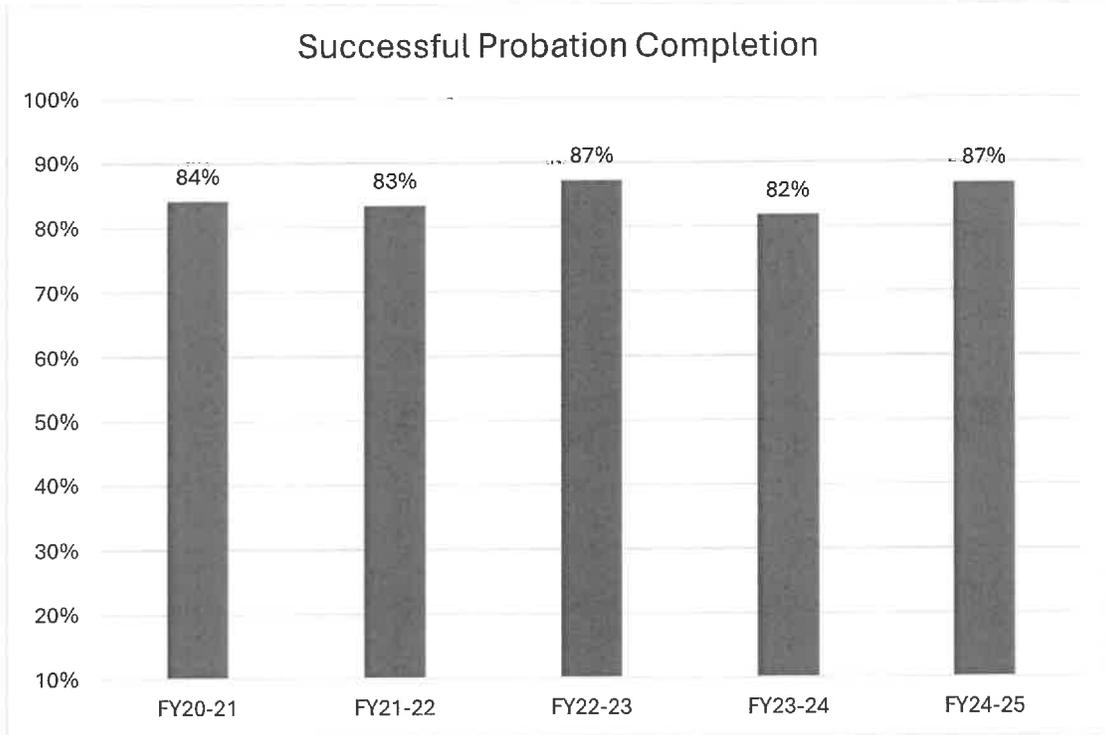
Marcus Amman

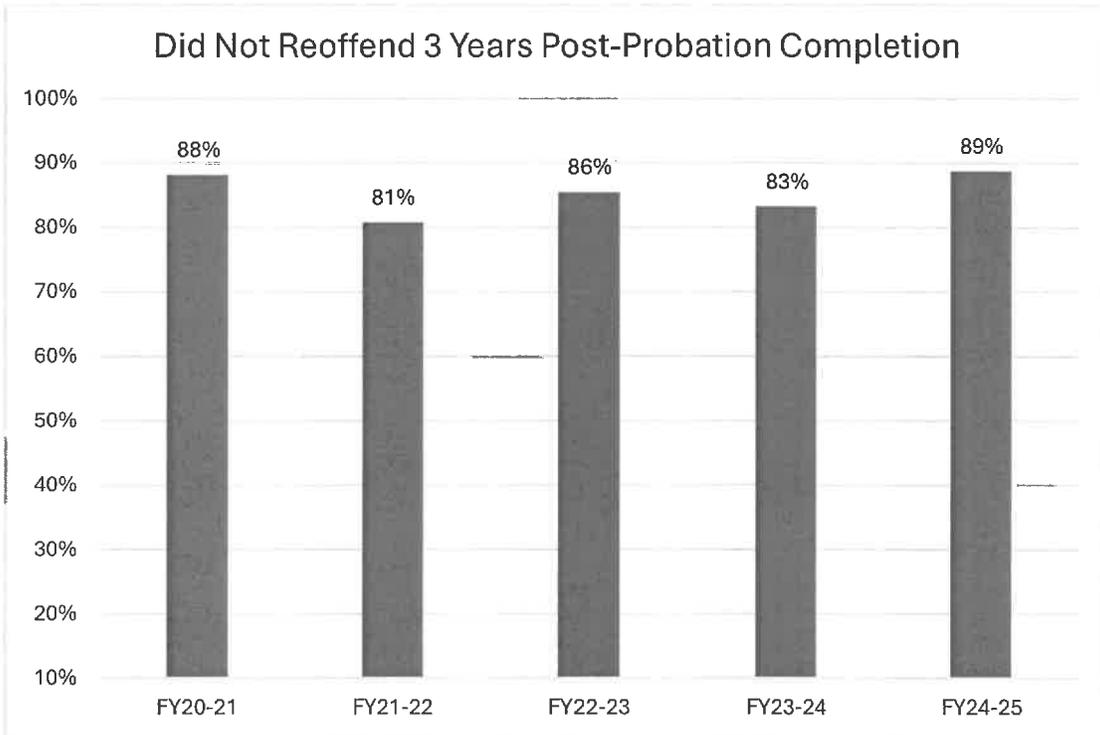
SCP+D

Leslie Day

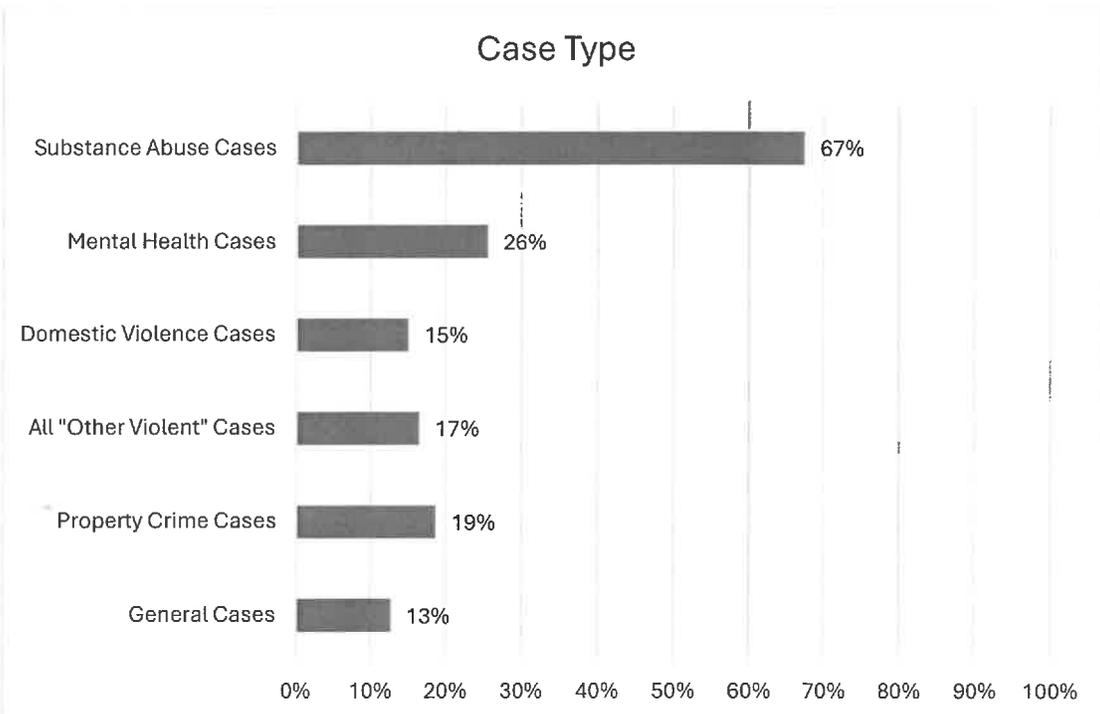
SC P+D

Data retrieved from the Center for Creative Justice's Clear Impact Scorecard.

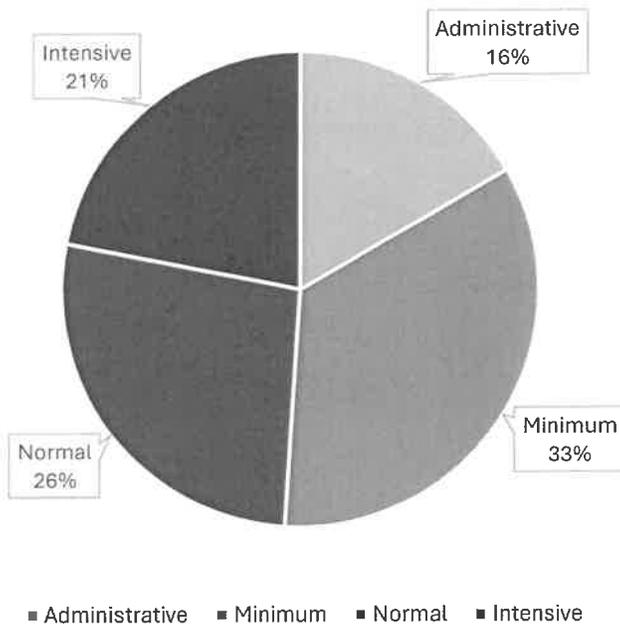




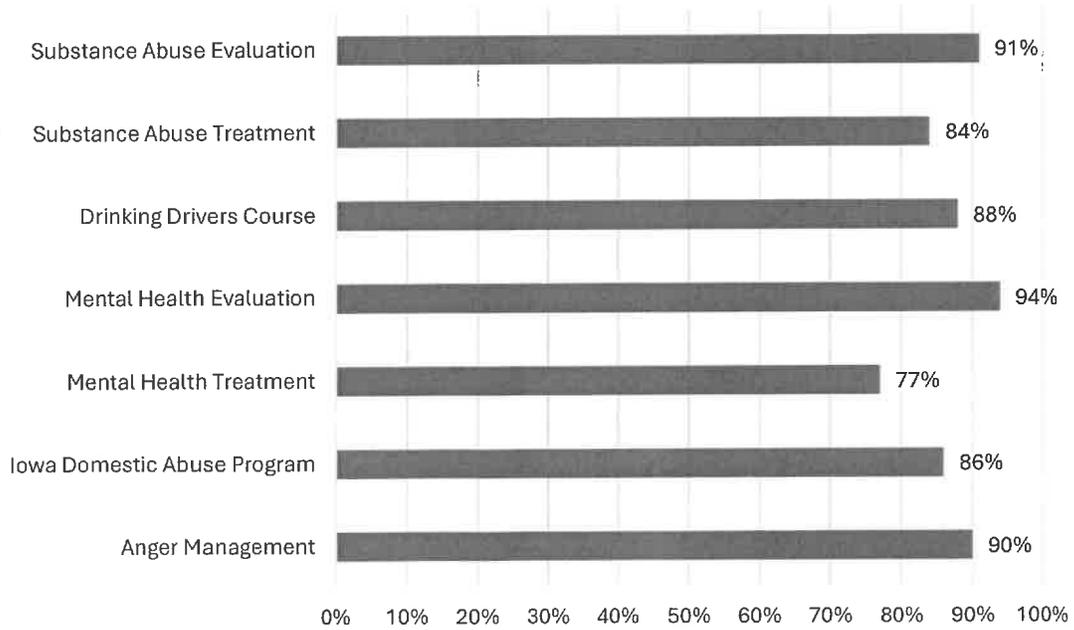
Data retrieved from probation officer responses to the Center for Creative Justice’s Case Close Out Surveys.



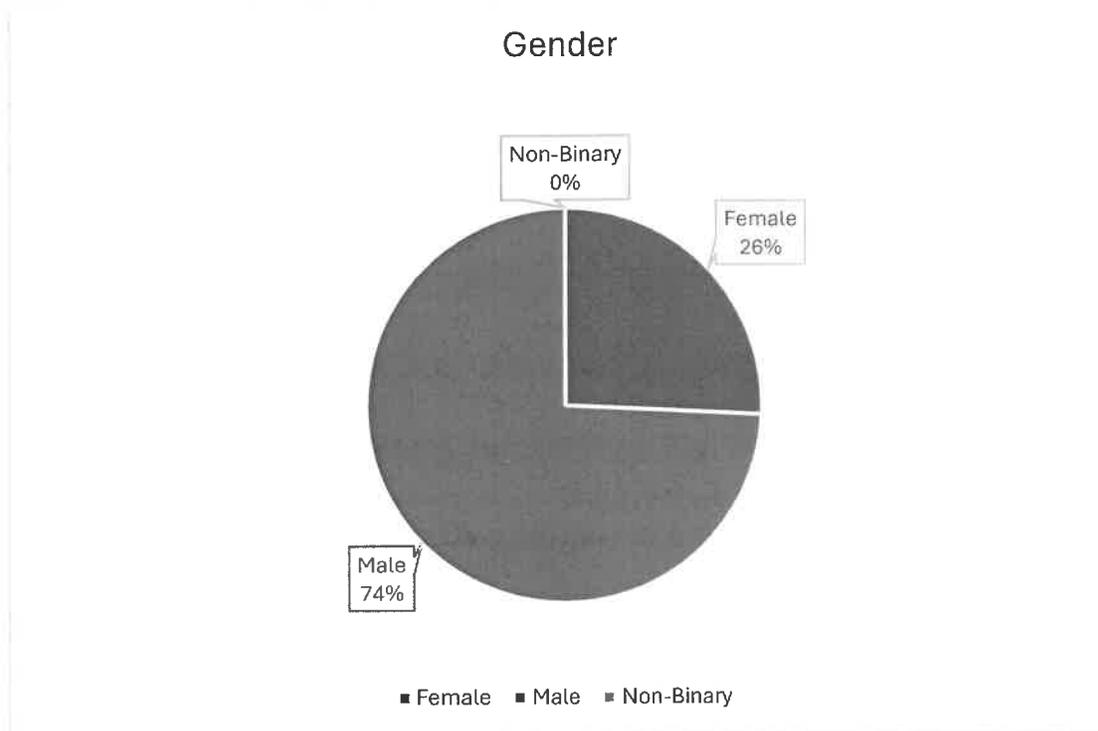
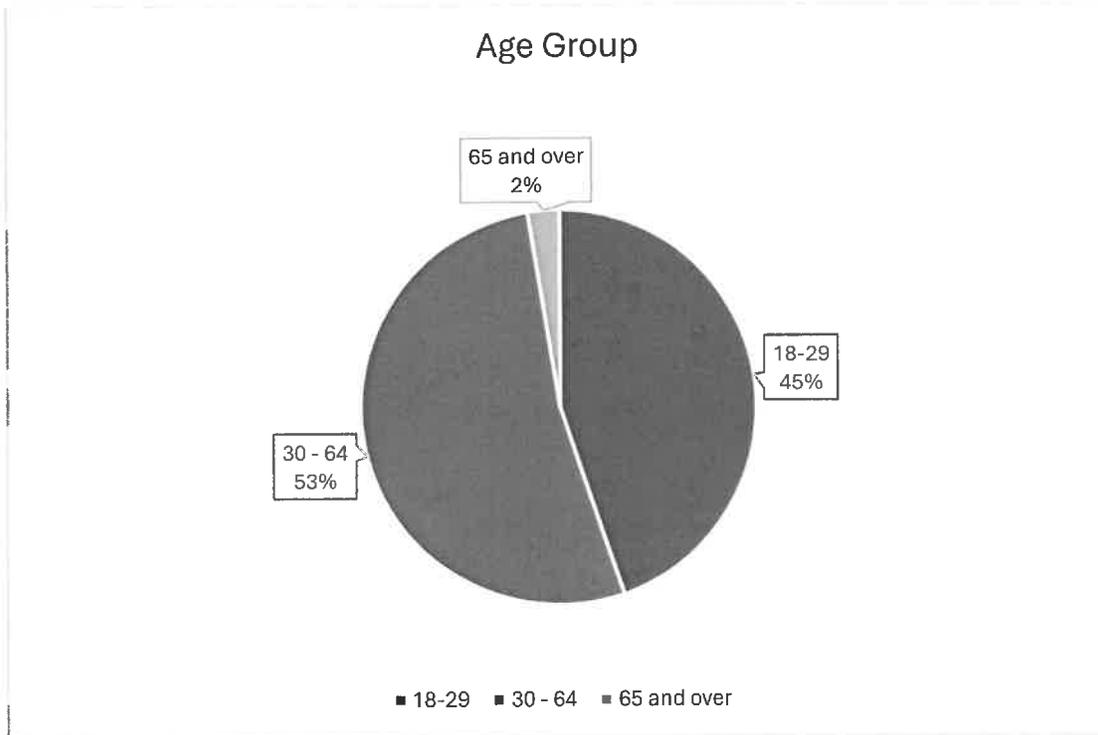
Assessed Risk Level



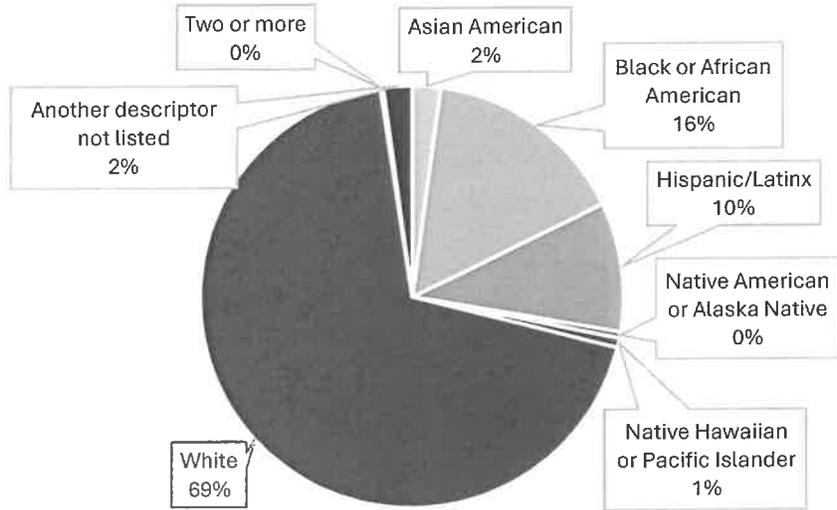
Successful Completion of Court-Ordered Requirements



Data retrieved from the Center for Creative Justice's Clear Impact Scorecard.

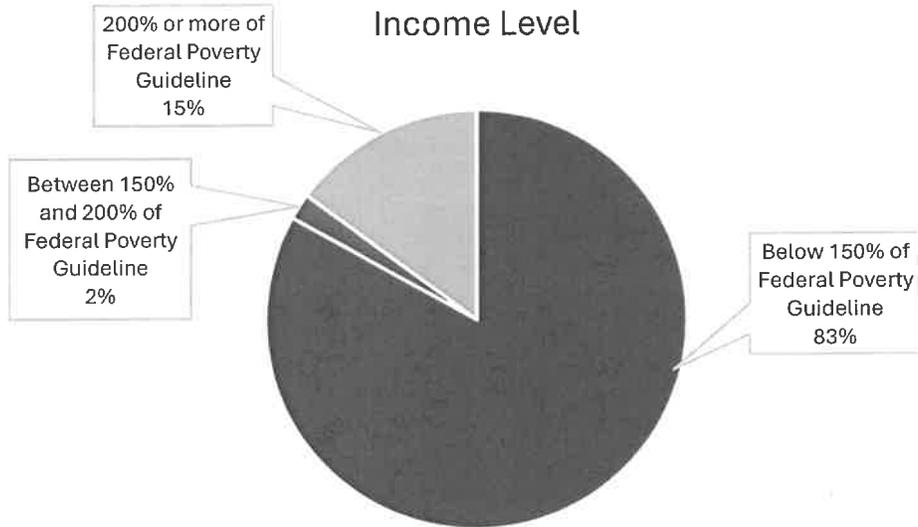


Race/Ethnicity



- Asian American
- Black or African American
- Hispanic/Latinx
- Native American or Alaska Native
- Native Hawaiian or Pacific Islander
- White
- Two or more
- Another descriptor not listed

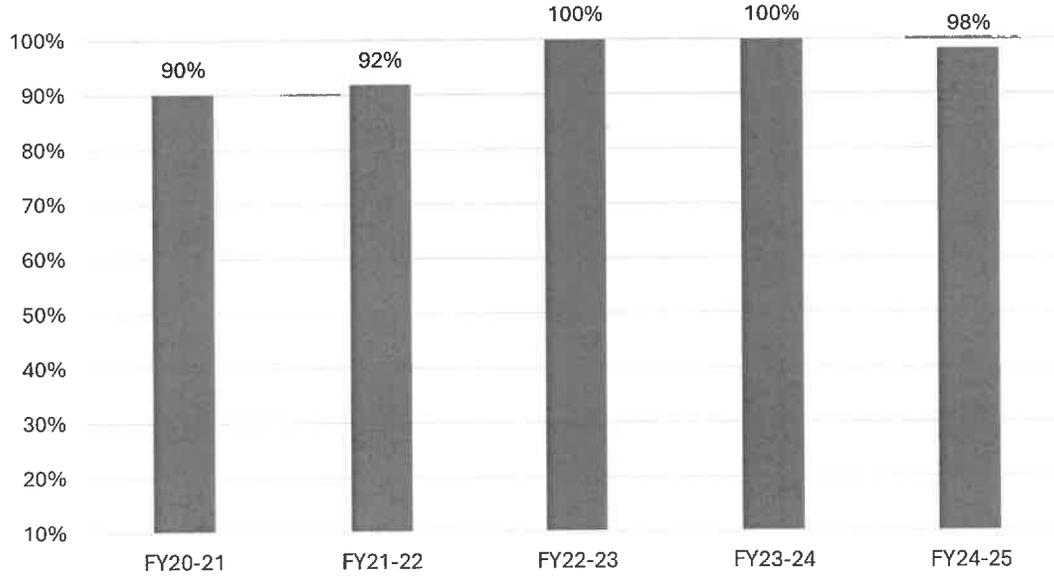
Income Level



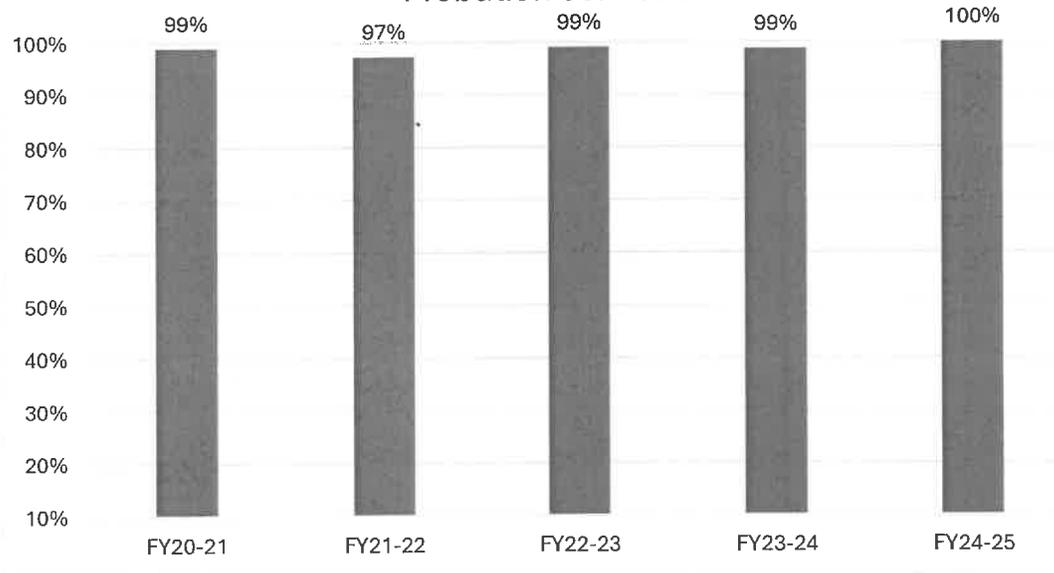
- Below 150% of Federal Poverty Guideline
- Between 150% and 200% of Federal Poverty Guideline
- 200% or more of Federal Poverty Guideline

**Data retrieved from anonymous responses to the
Center for Creative Justice's Client Survey.**

**Percentage of Surveyed Clients Who Reported a Better
Understanding of Community Resources Than Before
Their Term of Probation**



**Percentage of Surveyed Clients Who Reported Having
Made a Positive Change Based on Their Participation in
Probation Services**



DEDICATED TO POSITIVE CHANGE IN OUR COMMUNITIES...

ONE LIFE AT A TIME.

Testimonials provided by CCJ Clients

"Getting help with addiction/alcoholism saved my life."

"I felt very respected and was treated like a "normal person" at CCJ."

"The things I learned on probation helped me get my bills paid down."

"CCJ helped me improve my mental health and get into the workforce."

"CCJ helped me stay accountable and make the changes necessary for my life."

"My probation officer helped push me to finish my bachelor's degree."

"When going through a hard time, CCJ helped encourage me to get treatment and help that I needed."

"Since being on probation, I was able to get help with controlling my anger and dealing with stressful situations."

"Cassidy was amazing and extremely understanding."

"Joshua cares about people and he's a good person. Always made sure I was going in the right direction."

"Staci is amazing, she is so nice and helpful!"

"Zak was very supportive and offered me help outside of probation requirements."

"Very good people at CCJ."

"I knew the life I wanted, however when I ended up walking through the doors of CCJ I was not living in my truth. The approach and staff here at CCJ really provided me that constant positive impact I was so desperate for and my life really depended on. For that I am eternally thankful, I can't express that enough. Because of CCJ my mental health is so much better, and I was able to actually make the changes I need to where I can make a positive impact!"



KIM REYNOLDS, GOVERNOR
CHRIS COURNOYER, LT. GOVERNOR

SCOTT MARLER, IOWA DOT DIRECTOR
MELISSA GILLET, IOWA DOT COO

IOWA DEPARTMENT OF TRANSPORTATION
DISTRICT 1
1020 South 4th Street
Ames, IA 500101
515-239-1635
www.iowadot.gov

February 19, 2026

Ref: 2607
Project No.: HSIPX-069-5(132)--3L-85
PIN No.: 25-85-069-010

Darren Moon
County Engineer
837 N Ave.
Nevada, IA 50201

Subject: IA 210 PCC Pavement - Grade and New Project Detour Agreement with Story County

Dear Darren:

The Iowa Department of Transportation has scheduled a PCC Pavement - Grade and New project for IA 210 US69_IA210_Intersection.

IA 210 will need to be closed in order to complete the project. Construction will occur in calendar year 2028, and the closure is estimated to be from April 1 to August 1. During the project, IA 210 traffic will be detoured as indicated on the enclosed map. This detour will include local agency roads and requires an Agreement for Use of Local Agency Roads as Detours.

If this is agreeable, please return a signed copy of the enclosed agreement. Upon receipt, the DOT portion will be completed, and a fully signed copy will be returned for your records.

If you have any questions, please contact me at 515-239-1635 or Devendra.Tamrakar@iowadot.us.

Sincerely,

Devendra Tamrakar
District 1 - North Area Engineer

Enclosure
cc: Jeremy Vortherms, IA DOT, District 1
File



AGREEMENT FOR DOT-INITIATED DETOUR OF PRIMARY HIGHWAYS ONTO LOCAL ROADS

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter known as the DOT; and the

Story County City Council
 County Board of Supervisors, hereinafter known as the Local Public Agency (LPA).

WHEREAS, the DOT, hereinafter known as DOT, has determined the necessity to temporarily close primary highway IA 210

from Just west of US 69 and IA 210 Intersection to Just east of US 69 and IA 210 Intersection
for the purpose of construction, reconstruction, maintenance, natural disasters, or other emergencies that are 48 hours or longer (incident management temporary detours are covered under a separate detour agreement (Form 810076)); and

WHEREAS, it is necessary to provide a detour for the primary highway closure period; and

WHEREAS, the LPA agrees to permit the use of its roads as a detour, more particularly described as follows:

On 510th Ave. from Slater corporate limit to the 320th street; On 320th Street from 510th Ave. to Huxley corporate limit; On 315th street from Huxley corporate limit to 560th Ave.;

_____ ; and

WHEREAS, Authorized representatives of both the DOT and the LPA have jointly inspected and documented the condition of the proposed detour to reasonably reflect the condition of the roadway base, surface, shoulders and bridges; and

WHEREAS, the DOT has reviewed and inspected the bridges on the detour, if applicable. The LPA will will not allow oversize and/or overweight loads. The DOT shall approve the routing of overweight vehicles on the detour route, up to the limits specified by the LPA; and

WHEREAS, the DOT agrees to perform the following pre-detour maintenance, if any: None ; and

WHEREAS, the DOT agrees to maintain the detour and provide all traffic control devices required by the Manual of Uniform Traffic Control Devices (MUTCD), as adopted by the DOT pursuant to 761 IAC 130, including the marking of no-passing zones during the period the local agency road(s) and structure(s) are being utilized as a primary road detour; and

WHEREAS, Prior to revocation of the detour, the DOT shall follow Iowa DOT Policy 600.05 for detour compensation of the LPA, and when requested by the LPA, either restore the local agency road to as good of condition as it was prior to its designation as a temporary primary road, or adequately compensate the local agency for excessive traffic or damage upon the local agency road during the period it was used as a temporary primary road, in accordance with Section 313.28 or Section 313.29 of the Iowa Code and Iowa DOT Policy 600.05; and

WHEREAS, The detour period is estimated to begin April 1, 2028 and end August 1, 2028 ; and
(date) (date)

WHEREAS, the parties agree to the following additional provisions, if any: None

NOW, THEREFORE, BE IT AGREED that the described road be used as a detour under stipulations outlined above.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed by proper officers thereunto duly authorized as of the dates below indicated.

District Engineer (or designee) Date
Iowa Department of Transportation

City representative Date

Recommended for approval by:
Darren Moon 2-23-26
Darren R Moon, P.E. Date

Printed name and title of city representative
Linda Murken 3/3/26
County representative Date
LINDA MURKEN, CHAIR, BO OF SUPS
Printed name and title of county representative

IOWA | DOT

ROADWAY MAINTENANCE AGREEMENT

INSTITUTION Iowa State University
AGENCY _____
COUNTY Story
CITY Nevada

This written agreement made and entered into by and between Story County Board of Supervisors, Party of the First Part, and the Iowa Department of Transportation, Party of the Second Part. The parties hereby desire to enter into this roadway maintenance agreement for the following roadway:

Institutional roads at Iowa State University (see attached list of roadways)

1. ROUTINE MAINTENANCE

- A. Party of the First Part will perform the following routine maintenance:
Winter maintenance such as snow and ice control; Roadside maintenance such as mowing, herbicide application, and maintaining clear channels through and adjoining drainage structures; Pavement maintenance such as patching, joint/crack filling, spot HMA overlays, transverse joint leveling, strip sealing, and edge sealing; Granular surface maintenance of shoulders and roadways such as application and shaping of granular material; Safety appurtenance maintenance such as repair of guardrail and safety grates; Traffic control device maintenance such as replacment of signs and pavement markings
- B. Party of the First Part will perform the above described routine maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
Approved DOT policies, design guidance, and adopted national manuals (i.e. - MUTCD).
- C. Party of the Second Part will perform the following routine maintenance:
None

2. SPECIAL MAINTENANCE

- A. Party of the First Part will perform the following special maintenance:
Not applicable
- B. Party of the First Part will perform the above described special maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
Not applicable
- C. Party of the Second Part will perform the following special maintenance:
Not applicable

3. PAYMENT

- A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved by both Parties to review, adjust, or terminate this Agreement at any time, provided however that written notice be given either Party at least thirty days prior to such review, adjustment, or termination.
- B. Payment for routine maintenance at the rate of \$ 2,100.00 per lane mile per year.
Total lane miles 2.50 at \$ 2,100.00 per lane mile = \$ 5,250.00
- C. Payment for special maintenance shall be made as follows:

4. AGREEMENT TIME PERIOD

Beginning Date: 7/1/2026
Ending Date: 6/30/2027

- 5. Party of the First Part agrees to indemnify and save harmless the Party of the Second Part, the State of Iowa, and its agents or employees from any and all causes of action, suits, at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature (including reasonable attorney fees), arising out of or in connection with the execution, performance, or attempted performance of this Agreement and work provided herein.
- 6. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
- 7. Party of the First Part will follow all federal and state laws and regulations with regard to worker safety and the handling and disposal of hazardous waste and/or substances in performing any maintenance task.
- 8. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum or amendment to this Agreement.

RECOMMENDED FOR APPROVAL:

Recommended for approval by:

Darren Moon 2-24-26

Darren R Moon, P.E. Date

Story County Board of Supervisors
(AGENCY) (COUNTY) (CITY) (BOARD)

BY [Signature]

TITLE BOARD CHAIR

3/2/26
(DATE)

IOWA DEPARTMENT OF TRANSPORTATION

BY _____
District Engineer

(DATE)

Institutional Roads maintained by Story County for Iowa State University

#070 – in Sec 17 & 20 – T83N – R24W (2 lane gravel road) 0.25 miles of 2 lane = 0.50 miles

#071 – in Sec 20 & 21 – T83N – R25W (2 lane gravel road) 1.00 miles of 2 lane = 2.00 miles

1.25 miles x 2 lane = 2.50

Total 2.50 miles

Animal Control:

- Installed dehumidifiers to two furnaces

Engineer's building:

- Nothing to report

Group Homes:

- Several plumbing repairs at the Group Homes, including installing a new shower surround at Hazel

Human Services Center:

- Assisted IT with pulling wire for phone line
- Installed new front entrance railing
- Still waiting for remainder of heat pumps for heat pump replacement project
- Added additional keyless entry for added security

Justice Center:

- Assisted IT with pulling wire for high security cameras in the jail
- Continue investigating issues with certain heat pumps and roof top units with factory rep
- Added additional keyless entry for added security
- Repaired outside door on Sheriff's side damaged in storm until a new door and frame can be installed

McFarland Park:

- Nothing to report

**GRANT AGREEMENT
AN AGREEMENT WITH COLO TELEPHONE COMPANY
FOR BROADBAND EXPANSION PLANS
Subrecipient No. 51**

THIS AGREEMENT ("Agreement") is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and the Colo Telephone Company, hereinafter referred to as "Grantee", whose mailing address and telephone number is 303 Main Street, Colo, Iowa 50056, telephone (641) 377-2202.

1. PURPOSE AND INTENT

The purpose of the agreement is for the Grantee to expand broadband to a service area between Nevada and Colo, with the funding from Story County to serve as county match for funding from the Empower Rural Iowa Broadband Grant Program (NOFA #8).

The Grantee acknowledges that (1) the source of funding awarded for this project is the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from "*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*" dated February 28, 2022, version 3.0.)

In order to accomplish the objectives of the American Rescue Plan Act (ARPA) to respond to the public health emergency or negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, the County and Grantee agree as follows:

2. DISBURSEMENT OF FUNDS

The County will pay Grantee an amount not to exceed \$30,000 determined as follows:

- Cash match for Colo Telephone's grant application for NOFA #8 of \$500 per each eligible location to which service is provided through the grant, up to \$30,000.
- The funds will be disbursed in one lump-sum payment.

3. REPORTING

In exchange for payment received, Grantee agrees to provide the County quarterly reporting on expenditures and obligations made with ARPA funds and annual reporting regarding the referenced broadband expansion to Story County. A timeline for quarterly reporting is attached as Exhibit A.

4. TERMS

The terms of this service agreement shall begin upon the execution of this agreement by the Chair of the Story County Board of Supervisors. Agreement shall terminate upon the exhaustion of ARPA funds by Grantee. Agreement will terminate no later than 12/31/2026.

- (A) This Agreement shall remain in effect until one of the following events has occurred:

- a. The Grantee and the County replace this Agreement with another written agreement;
- b. All of Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements; or
- c. This Agreement has been terminated pursuant to the provisions of Section 4 hereof.

5. TERMINATION

The County, in its sole and absolute discretion, may terminate this Agreement:

- a. if the Grantee has breached any provision of this Agreement or has failed to comply with any applicable state or federal law or regulation applicable to any Project; or
- b. if any representation or warranty made by the Grantee in any Proposal, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- c. *Notice of Termination.* The County shall provide the Grantee with written notice of termination of this Agreement. The termination of this Agreement shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- d. *Effect of Termination.* Upon termination of this Agreement, the Grantee shall reimburse the County for all costs and disbursements of the project terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination. The Grantee shall return any unused portion of the funds to the County within thirty days of notification of termination.
- e. Grantee may terminate this agreement by giving a 21-day notice by certified mail to the County.

6. AFFIRMATIVE COVENANTS

- a. *Ratification.* By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).
- b. *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Grantee nor the title to office of any authorized representatives of the Grantee executing this Agreement, is being contested.
- c. *No Conflicts.* The authorization, execution and delivery of this Agreement, and performance by the Grantee of the Project and of its obligations under this Agreement,

will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.

- d. SAM.gov Registration. Grantee shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") herein listed is the correct number for the Grantee as of the date hereof. If Grantee is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Provider.

Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") -
W5V3TMLXE3Q3

- e. Reporting and Compliance with Laws. The Grantee shall comply with all reporting requirements as determined by Story County. In addition, the Grantee agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Grantee covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- f. Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975.
- g. If for any reason Grantee is unable to meet the terms as agreed upon above Grantee shall notify the COUNTY and return any unused portion of the funds to the COUNTY within 30 days of that notification.

7. ASSIGNMENTS

Grantee's obligation and duties under this Agreement shall not be assigned without the permission of the County.

8. INDEMNIFICATION

Grantee shall hold harmless the County for any injury or damage caused by the acts or omissions of Grantee on employees or agents and Grantee agrees to indemnify the County for any such injury or damages.

9. DISPUTES

Any disputes that arise between the County and Grantee would be governed by Iowa law and be litigated in Story County.

10. ACCESS TO BOOKS AND RECORDS

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

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

11. REQUIREMENTS

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

12. COMPLETE AGREEMENT

This is the entire agreement between the County and Grantee.

STORY COUNTY, IOWA (County)
By:

Colo Telephone (Grantee)
By:


Chairperson of the Board of Supervisors


Authorized Representative

Dated: 3/3/26

Dated: 2-27-26

Exhibit A

Report	Year	Quarter	Period Covered	Due Date (Treasury)	Due Date (to Story County)
1	2021	2-4	March 3 - December 31	31-Jan-22	NA
2	2022	1	January 1 - March 31	30-Apr-22	NA
3	2022	2	April 1 - June 30	31-Jul-22	NA
4	2022	3	July 1 - September 30	31-Oct-22	NA
5	2022	4	October 1 - December 31	31-Jan-23	NA
6	2023	1	January 1 - March 31	30-Apr-23	NA
7	2023	2	April 1 - June 30	31-Jul-23	NA
8	2023	3	July 1 - September 30	31-Oct-23	NA
9	2023	4	October 1 - December 31	31-Jan-24	NA
10	2024	1	January 1 - March 31	30-Apr-24	4/3/2024
11	2024	2	April 1 - June 30	31-Jul-24	7/3/2024
12	2024	3	July 1 - September 30	31-Oct-24	10/3/2024
13	2024	4	October 1 - December 31	31-Jan-25	1/6/2025
14	2025	1	January 1 - March 31	30-Apr-25	4/3/2025
15	2025	2	April 1 - June 30	31-Jul-25	7/3/2025
16	2025	3	July 1 - September 30	31-Oct-25	10/3/2025
17	2025	4	October 1 - December 31	31-Jan-26	1/6/2026
18	2026	1	January 1 - March 31	30-Apr-26	4/3/2026
19	2026	2	April 1 - June 30	31-Jul-26	7/6/2026
20	2026	3	July 1 - September 30	31-Oct-26	10/5/2026
21	2026	4	October 1 - December 31	31-Mar-27	1/6/2027

NOTICE OF PUBLIC HEARING
Story County

IN RE: Proposed Road Vacation to clear the record on a section of Story County Secondary Road.

The Story County Board of Supervisors, acting under the authority of Iowa Code Chapter 306, proposes to vacate a section of Story County Secondary Road, described as follows:

1. **A part of 580th Ave., originally established on June 11th, 1858 (See Road Record Book A, page 148), and widened in 1987 (See Instrument Numbers 07871 and 08382), on the west line of Section 16, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa. The intention is to vacate a portion of 580th Ave. from the NW Corner of the SW 1/4 of the NW 1/4 of section 16 Township 83 North Range 23 West approximately 876.01 feet South, said road being 120 feet in width, centered on the west line of said Section 16.**

A hearing will be held by the Story County Board of Supervisors in the boardroom, Story County Administration Building, Nevada, Iowa 50201, at 10:00 a.m. on Tuesday, March 3rd, 2026. Any person owning land abutting on the road proposed to be vacated and closed shall have the right to file, in writing, a claim for damages at any time on or before the date and time fixed for the hearing.

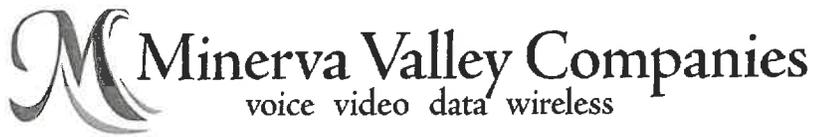
Lucy Martin
County Auditor

APPROVED **DENIED**

Board Member Initials: pm

Meeting Date: 3/3/26

Follow-up action: _____



104 N. PINE ST.
PO BOX 176
ZEARING, IOWA 50278

PHONE (641) 487-7399
FAX (641) 487-7599
minerva@netins.net

February 24, 2026

Story County Board of Supervisors
900 Sixth Street
Nevada, IA 50201

APPROVED **DENIED**
 Board Member Initials: AM
 Meeting Date: 3/3/26
 Follow-up action: \$ 10,000

Dear Supervisors,

Minerva Valley Telephone Co., Inc. provides voice, video and broadband services to the residents in northeast Story County including Zearing and McCallsburg. We also serve the Clemons and St. Anthony areas in Marshall County.

In 2019 we were awarded funding in the Federal Government Alternate Connect America Cost Model (A-CAM II). The funds from this program have enabled us to put fiber to the premise in place for every one of our Incumbent Local Exchange Carrier (ILEC) subscribers, which we accomplished in 2020 and 2021. Our customers in the McCallsburg area are not included in our ILEC. We installed fiber to the premise to the town of McCallsburg in 2014 using out-of-pocket funds. Minerva Valley has been applying for funding for several years to bring high-quality broadband service to the people living in rural McCallsburg only to see the funding go to out-of-state wireless providers who have failed to live up to their service promises. The recent BEAD offerings were not feasible due to the eligible locations being too few and too far between to warrant fiber placement.

With funding possibilities dwindling we have decided to bring Minerva Valley fixed wireless to the area. We have made an agreement with IRUA to rent space on the McCallsburg water tower and plan to provide broadband speeds beginning at 100 MBPS. Our packages will be:

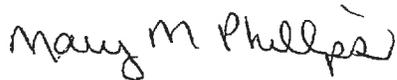
- 100 Mbps \$ 55.00/month
- 300 Mbps \$ 75.00/month
- 500 Mbps \$105.00/month

We will do site test before installing service to determine what speed is possible at each location. If 100Mbps is not attainable but a lower speed is, we will work with the customer on a price point that is agreeable.

We have had some delays in getting this up and running. These delays have resulted in cost increases from our original plan...including IRUA deciding to double the monthly rent on the very last draft of the agreement. While our goal is to bring high-quality, affordable service to our neighbors, we also need to make it financially responsible for our company.

I understand that Story County may have some money available to be used for broadband deployment. I am writing to request \$5000.00 - \$10,000.00 to help Minerva Valley out with this project. While the exact date of equipment installation on the tower has not been set, our project manager assures me it will be the first week in March. When that is complete, we will begin connecting customers. If you would like more information or have questions, please contact me. We are grateful for your time and consideration of this request.

Sincerely,



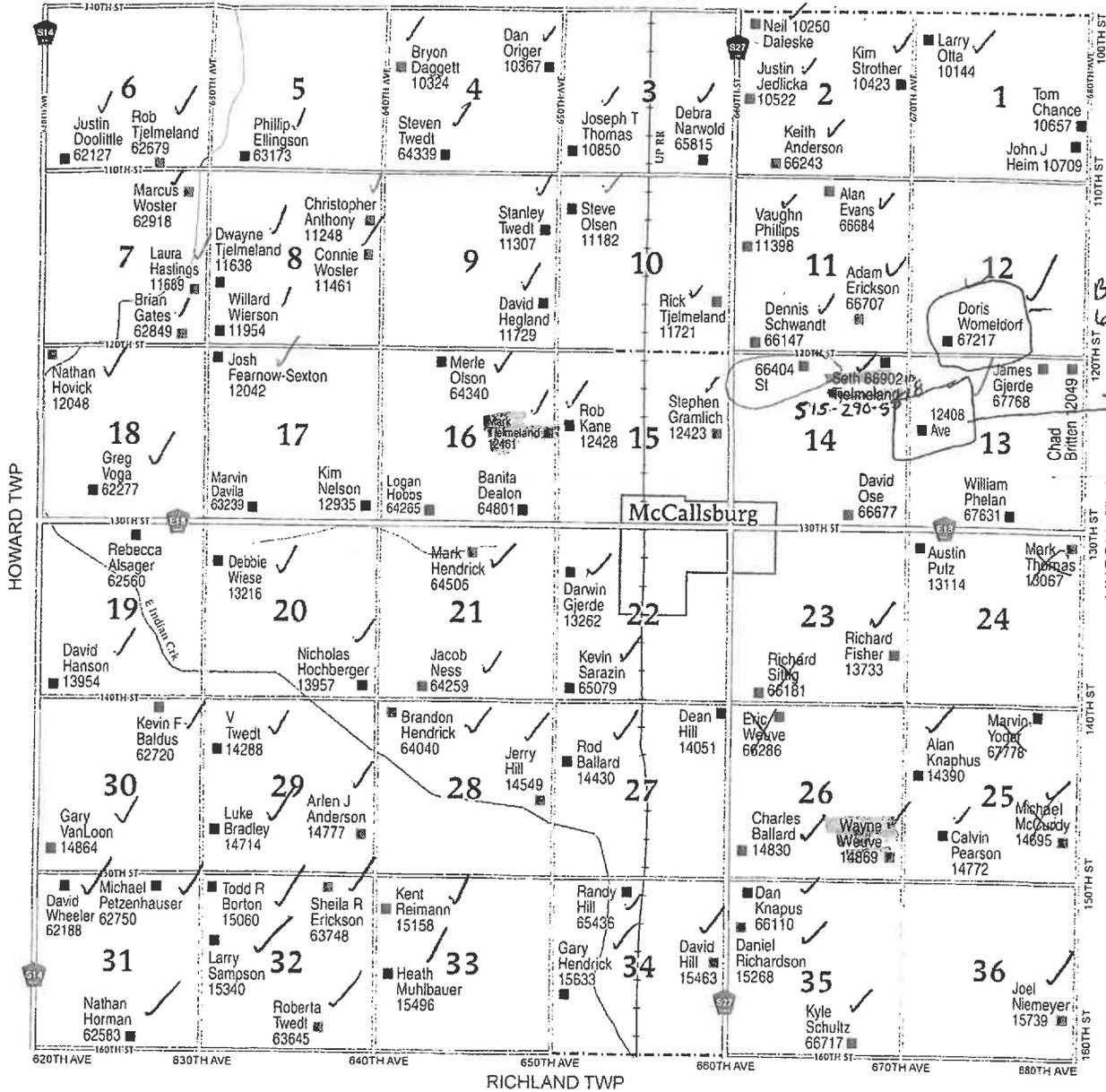
Mary M. Phillips, General Manager

Minerva Valley Telephone Co., Inc.

641-487-7399

mary@minervavalley.net

(Residents - Owners or Renters)
HARDIN CO



- Tax Preparation
- Accounting
- Payroll Services

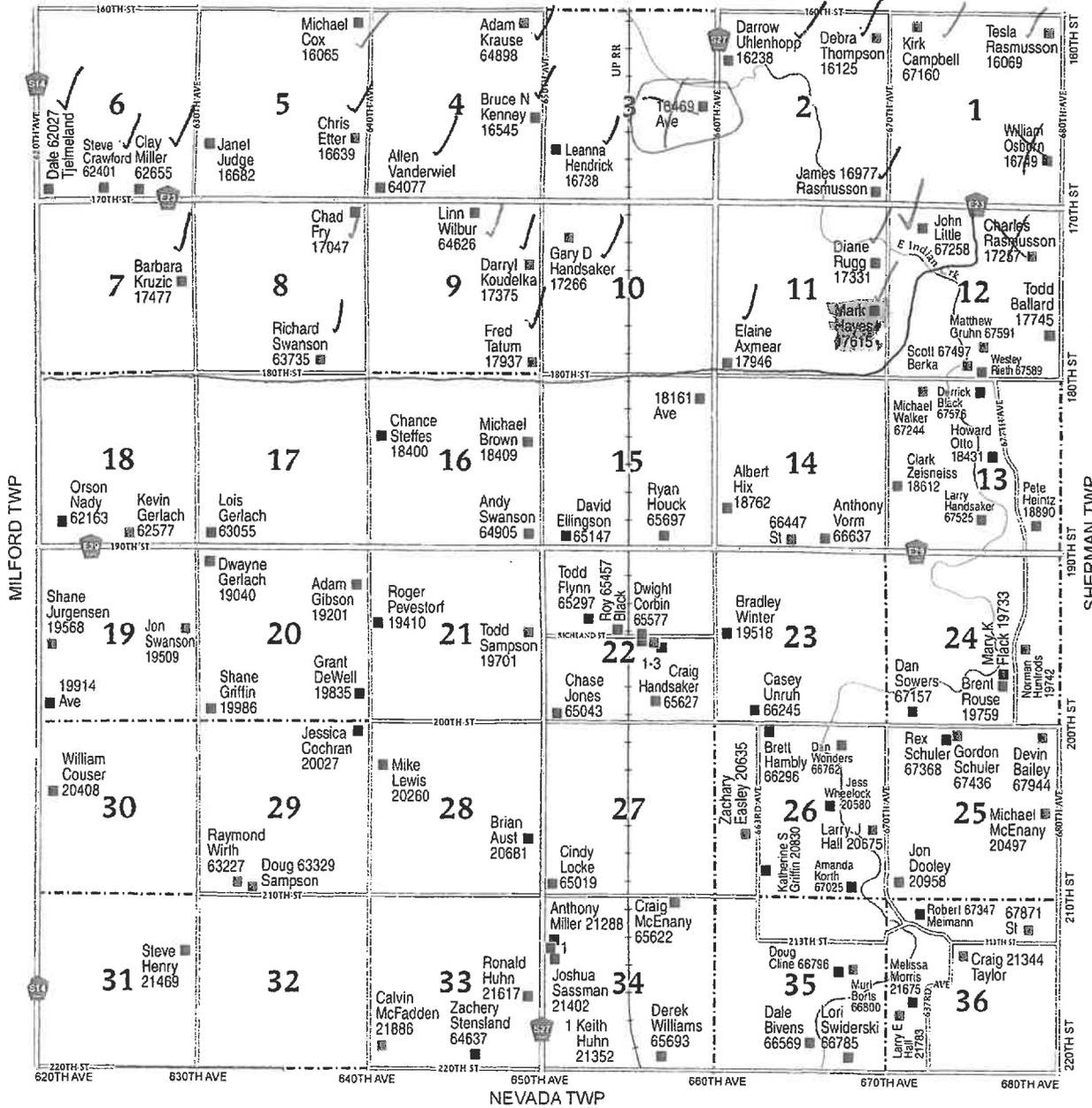
Allen L. Kockler
Jon Augustus

ALLEN L. KOCKLER COMPANY
Licensed Public Accountants

(515) 382-5481
www.centraliowaaccountant.com
1110 Sixth Street
Nevada, IA 50201

(Residents - Owners or Renters)

WARREN TWP



RICHLAND TOWNSHIP	
SECTION 22	
1 JOHNSON, GRANT	65604
2 MILLER, MATTHEW	65746
3 MILLER, DONALD	65840



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