

The Board of Supervisors met on 2/6/24 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Linda Murken, and Latifah Faisal (via Zoom) with Heddens presiding. (all audio of meetings available at storycountyia.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

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

MINUTES: 2/20/24 Minutes – Murken moved, Faisal seconded approving the 2/20/24 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 3/4/24, in a) Board of Supervisors for Joy Cory @ \$22.73/hr; b) Sheriff's Office for Theophilus Skelton @ \$1,851.54/bw; 2) promotion, effective 2/25/24, in a) Sheriff's Office for Michael Casper @ \$2,203.69/bw. Faisal moved, Murken seconded approving the Personnel Actions as listed. Roll call vote. (MCU)

CLAIMS: 2/29/24 Claims of \$850,281.00 (run date 2/23/24), 25 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 (\$2,616.49), Emergency Management (\$504.45), E911 (\$123.19), County Assessor (\$563.30), City Assessor (\$36,174.00), and Central Iowa Community Services (\$3,721,925.57). Murken moved, Faisal seconded approving claims as presented. Roll call vote. (MCU)

Faisal moved, Murken seconded approving Consent Agenda as listed.

1. License Renewal between Story County and IP Pathways for Duo Security, effective 2/10/24-2/9/25, for \$9,234.00
2. Provider Agreement for newsletter collaboration with the City of Nevada for \$2,900.00
3. New Class C Retail Alcohol License for Indian Creek Golf Club, Ltd., 63012 260th Street, Nevada, Iowa, effective 3/17/24-11/17/24, including outdoor service
4. Renewal Class F Retail Alcohol License for Ames Lodge No. 520 Loyal Order of Moose, 644 W. 190th Street, Ames, Iowa, effective 5/1/24-4/30/25, including outdoor service
5. Renewal Special Class B Retail Native Wine License for Slims Country Market, 11563 US Highway 69, Story City, Iowa, effective 4/29/24-4/28/25
6. Service Agreement with WHKS & Co for Final Design Phase Engineer for Bridge Replacement on 220th Street Over East Branch Indian Creek
7. Service Agreement with WHKS & Co for Final Design Phase Engineering for Bridge Replacement on 325th Street near the City of Maxwell
8. Appointment of Jenny Nyberg and Emma Flanery as Medical Examiner Investigators with terms expiring 12/31/24
9. Resolution #24-61, Naming Depositories of Story County
10. Professional Services Agreement with Bolton and Menk for McFarland Shop Design for \$41,500.00
11. 28E Agreement with the Iowa Department of Agriculture and Land Stewardship (IDALS) and the City of Ames for Wetland Construction at Prairie Valley Park
12. Resolution #24-60, Award a Bid to Manatt's Inc, for Project STP-S-C085(178)—5E-85 and Authorizing the Engineer to sign the contract documentation on behalf of the Board
13. Utility Permit: #24-7449

Roll call vote. (MCU)

RESOLUTION #24-57, TO ENTER INTO SHARED ACCESS DRIVE EASEMENT WITH THE IOWA STATE UNIVERSITY RESEARCH PARK AND CONSENTED TO BY HUNZIKER CONSTRUCTION SERVICES INC. FOR CONSTRUCTION OF A ROADWAY ON IOWA STATE UNIVERSITY RESEARCH PARK: Conservation Director Michael Cox reported the Iowa State University Research Park (ISURP) owns a lot adjacent to University Avenue with Story County owning the adjacent property. ISURP wants to add roadway access from University Avenue which will serve both properties. Cox reported on the location. The cost of construction will be borne solely by ISURP. ISURP and Story County will have joint easement. Discussion took place. Cox stated the Conservation Board recommends approval. The construction will require relocation of a portion of County-owned recreational trail; the expense will be covered solely by the ISURP. Additional discussion took place. Heddens opened the public hearing at 10:08 a.m. Rick Sanders, ISURP, stated he can answer any questions. Seeing no questions, Heddens closed the public hearing at 10:09 a.m. Faisal moved, Murken seconded approving Resolution #24-57. [Resolution contains full legal description] Roll call vote. (MCU)

RESOLUTION #24-58, TO ENTER INTO AN IOWA WATER QUALITY INITIATIVE EASEMENT WITH THE IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP AND THE STORY COUNTY SOIL AND WATER CONSERVATION DISTRICT FOR CONSTRUCTION OF A WETLAND: Conservation Director Michael Cox reported on the proposed easement on County property. The plan is for wetland construction at Prairie Valley Park entirely funded by the Iowa Department of Agriculture and Land Stewardship (IDALS). It is a joint project with Story County Soil and Water Conservation District. The 30-year easement serves the missions of both Conservation and IDALS and includes ecological protections. The Conservation Board recommends approval. Discussion took place. Heddens opened the public hearing at 10:13 a.m. and, hearing none, she closed public hearing at 10:13 a.m. Murken moved, Faisal seconded approving Resolution #24-58. [Resolution contains full legal description] Roll call vote. (MCU)

RESOLUTION #24-30, SETTING FEES FOR THE STORY COUNTY ANIMAL SHELTER AND REPEALING PREVIOUSLY SET FEES: Director of Animal Control Anna Henderson reported on the proposed increases for both adoption fees and fines. The higher fees will better help to offset the actual costs of animal care and treatment, both of which have increased, and maintain a high standard of care. She reported on baseline costs, and compared the County's rates to similar animal care facilities. She recommended the Board approve the new fee schedule. Discussion took place. Faisal moved, Murken seconded approving Resolution #24-30, Setting Fees for the Story County Animal Shelter and Repealing Previously Set Fees. Roll call vote. (MCU)

BI-WEEKLY AMERICAN RESCUE PLAN ACT (ARPA) DRAW DOWN REPORT: Planning and Development Director Leanne Harter reported on sub-recipients and reviewed project timelines. Discussion took place.

DIRECTION ON AMENDMENT TO AMERICAN RESCUE PLAN ACT (ARPA) AGREEMENT WITH PROJECT IOWA: Planning and Development Director Leanne Harter reported the amendment is to move \$10,000.00 in expenses, originally assigned to technology costs, to other areas. She asked for direction about how to proceed with the amendment. Discussion took place. Mary Kelley, Project Iowa, reported on services. Murken directed Harter to add the amendment to next week's Board meeting. Heddens additionally directed Harter to develop a written amendment to the agreement and distribute to all parties in advance of the meeting.

UPCOMING AGENDA ITEMS: Heddens reported on Story County being a the fiscal agent for a Youth and Shelter Services contract for pass-through grant funding.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All Board members reported on upcoming items.

Murken moved, Faisal seconded to adjourn at 10:31 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building,
900 6th St., Nevada, IA
2/27/24

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 the link below to join the webinar:

<HTTPS://US02WEB.ZOOM.US/J/83219534107?>

<PWD=D3LWULZZMFV5S00RRJAXWGTFZDZWDZ09>

Passcode: 740703

Or Telephone:

Webinar ID: 832 1953 4107

Passcode: 934031

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

+1 312 626 6799 US (Chicago)

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. 2/20/24 Minutes

Department Submitting Auditor
8. CONSIDERATION OF PERSONNEL ACTIONS:
 - I. Action Forms
 - 1) new hire, effective 3/4/24, in a) Board of Supervisors for Joy Cory @ \$22.73/hr;
 - b) Sheriff's Office for Theophilus Skelton @ \$1,851.54/bw; 2) promotion, effective 2/25/24 in a) Sheriff's Office for Michael Casper @ \$2,203.69/bw.

Department Submitting Auditor

9. CONSIDERATION OF CLAIMS:

I. Claims 2/29/24

Department Submitting Auditor

Documents:

CLAIMS 022924.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 License Renewal Between Story County And IP Pathways For Duo Security Effective 2/10/2024 – 2/9/2025 For \$9,234.00 (Budgeted)

Department Submitting Information Technology

Documents:

DUO RENEWAL.PDF

II. Consideration Of Provider Agreement With The City Of Nevada For \$2900 For Newsletter Collaboration

Department Submitting Board of Supervisors

Documents:

OUR NEVADA PROVIDER AGREEMENT.PDF

III. Consideration Of New Class C Retail Alcohol License For Indian Creek Golf Club, LTD, 63012 260th St., Nevada, Effective 3/17/24-11/17/24, Including Outdoor Service

Department Submitting Auditor

Documents:

INDIAN CREEK GOLF.PDF

IV. Consideration Of Renewal Class F Retail Alcohol License For Ames Lodge No. 520 Loyal Order Of Moose, 644 W 190th St., Ames, Effective 5/1/24-4/30/25, Including Outdoor Service

Department Submitting Auditor

Documents:

LOYAL ORDER OF MOOSE.PDF

V. Consideration Of Renewal Special Class B Retail Native Wine License For Slims Country Market, 11563 Hwy 69, Story City, Ia., Effective 4/29/24-4/28/25

Department Submitting Auditor

Documents:

SLIMS COUNTRY MARKET.PDF

VI. Consideration Of Service Agreement With WHKS & Co For Final Design Phase Engineer For Bridge Replacement On 220th Street Over East Branch Indian Creek

Department Submitting Engineer

Documents:

WHKS 220TH ARG.PDF

VII. Consideration Of Service Agreement With WHKS & Co For Final Design Phase Engineering For Bridge Replacement On 325th St Near Maxwell.

Department Submitting Engineer

Documents:

WHKS 325TH ARG.PDF

VIII. Consideration Of Appointments Of Jenny Nyberg And Emma Flanery As Medical Examiner Investigators With Terms Expiring 12/31/24

Department Submitting Board of Supervisors

Documents:

EMMA FLANERY MEI.PDF
JENNY NYBERG MEI.PDF

IX. Consideration Of Resolution #24-61, Naming Depositories Of Story County

Department Submitting Treasurer's Office

Documents:

RES 24 61.PDF

X. Consideration Of Professional Services Agreement With Bolton And Menk For McFarland Shop Design For \$41,500.00

Department Submitting Conservation

Documents:

BOLTON AND MENK.PDF

- XI. Consideration Of 28E Agreement With The Iowa Department Of Agriculture And Land Stewardship And The City Of Ames For Wetland Construction At Prairie Valley Park

Department Submitting Conservation

Documents:

PRAIRIE VALLEY PARK 28E AGREEMENT.PDF

- XII. Consideration Of Resolution #24-60, Award A Bid To Manatt's Inc, For Project STP-S-C085(178)—5E-85 And That The Engineer Be Authorized To Sign The Contract Documentation On Behalf Of The Board

Department Submitting Engineer

Documents:

RES 24 60.PDF

- XIII. Consideration Of Utility Permit(S): #24-7449

Department Submitting Engineer

Documents:

UT 24 7449.PDF

11. PUBLIC HEARING ITEMS:

- I. Consideration Of Resolution #24-57, To Enter Into Shared Access Drive Easement With The Iowa State University Research Park And Consented To By Hunziker Construction Services Inc. - Mike Cox

For Construction Of A Roadway On Iowa State University Research Park Legally Described As: (A) Lot 1 In Iowa State University Research Park Phase III, First Addition, An Official Plat, Now Included In And Forming A Part Of The City Of Ames, Story County, Iowa; And (B) Lot 1 In Iowa State University Research Park III, Second Addition, An Official Plat, Now Included In And Forming A Part Of The City Of Ames, Story County, Iowa (Together The "ISURP Property"); And Out lot B Iowa State University Research Park Phase III, Second Addition, An Official Plat, Now Included In And Forming A Part Of The City Of Ames, Story County, Iowa (the "Story County Property")

Department Submitting Conservation

Documents:

RESOLUTION 24 57.PDF
ISU EASEMENT.PDF

- II. Consideration Of Resolution #24-58, To Enter Into An Iowa Water Quality Initiative Easement With The Iowa Department Of Agriculture And Land Stewardship And The Story County Soil And Water Conservation District For Construction Of A Wetland On Property Legally Described As: Prairie Valley Subdivision 1st Addition Lot C Section 07 Township 84 Range 24 Story County, Iowa, Locally Known As Prairie Valley Park - Mike Cox

Department Submitting Conservation

Documents:

RESOLUTION 24 58.PDF
PRAIRIE VALLEY SC SWCD EASEMENT.PDF

12. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Resolution #24-30, Setting Fees For The Story County Animal Shelter And Repealing Previously Set Fees - Anna Henderson

Department Submitting Animal Control

Documents:

MEMO FEES.PDF
RESOLUTION 24 30.PDF

13. DEPARTMENTAL REPORTS:

14. OTHER REPORTS:

- I. Bi-Weekly ARPA Draw Down Report - Leanne Harter

Department Submitting Planning and Development

Documents:

022724 UPDATE.PDF

- II. Discussion And Direction On Amendment With Project Iowa ARPA Agreement - Leanne Harter

Department Submitting Planning and Development

Documents:

PROPOSED AMENDMENT NO 1 REQUEST.PDF

15. UPCOMING AGENDA ITEMS:

16. PUBLIC COMMENT #2:

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

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

18. ADJOURNMENT:

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

Story County Board of Supervisors
Agenda
2/27/24

NAME

Christa Henderson

Rick Sanders

Sandra Kief

Chuck Winkler

AGENCY

Animal Control

ISRP

BoS

Hunziker Companies



IP Pathways
 3600 109th St.
 Urbandale, IA 50322
 (515) 422-9300

Bill To:
Story County Attn: Barb Steinback 900 6th Street Nevada, IA 50201 United States

Date	Invoice
02/13/2024	42234
Account	
Story County	

Terms	Due Date	PO Number	Reference
Net 30 days	03/14/2024		Order #8060

Products	Quantity	Price	Amount
<u>Billable Products</u>			
DUO-SUB: Cisco Duo subscription	1.00	\$0.00	\$0.00
DUO-MFA: Standard Cisco Duo MFA edition	285.00	\$36.00	\$10,260.00
SVS-DUO-SUP-B: Cisco Duo Basic Support	1.00	\$0.00	\$0.00
DISCOUNT: DISCOUNT	1.00	(\$1,026.00)	(\$1,026.00)
Total Products:			\$9,234.00

Please remit payment to: IP Pathways 3600 109th St. Urbandale, IA 50322 Pay by ACH: VisionBank 925 SE Gateway Dr. Grimes, IA 50111 Routing: 073905187 Account: 41003713 Account Name: IP Pathways LLC	Invoice Subtotal:	\$9,234.00
	Sales Tax:	\$0.00
	Invoice Total:	\$9,234.00
	Payments:	\$0.00
	Credits:	\$0.00
	Balance Due:	\$9,234.00

APPROVED
DENIED

Board Member Initials: YKH
 Meeting Date: 2/27/24
 Follow-up action: _____

Provider Agreement

THIS AGREEMENT is entered into by and between Story County, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and the City of Nevada, Iowa, hereinafter referred to as "Provider", whose mailing address and telephone number is 1209 6th Street, Nevada, Iowa 50201, telephone 515-382-5466.

1. PURPOSE AND INTENT. The purpose of the agreement is for the Provider to:
 1. Incorporate content from Story County into the Provider's monthly print publication *Our Nevada* as follows:
 - a. monthly as a full color, one page with no advertising; and
 - b. two times annually (April and September tentatively) the front cover along with the monthly page with no advertising.
 2. Print-ready files with content will come from the County Staff to the Provider
2. COMPENSATION. County will pay \$2,900 for fiscal year 2025, payable in two installments of \$1,450 each upon receipt of invoices from the Provider on or about July 1, 2024 and December 1, 2024.
3. REQUIREMENTS. County and Provider hereby agree to perform all duties in accordance with all state and federal laws and regulations. County and Provider assures that no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.
4. TERM AND TERMINATION OF AGREEMENT. This agreement is effective on the _ _ day of December 2023 through December 31, 2024. Either party may terminate this agreement effective immediately for their convenience.
5. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.
6. INDEPENDENT CONTRACTOR. It is understood, and the provider agrees that it is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.
7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the

laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

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

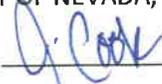
STORY COUNTY, IOWA (County)

By: 

Chairperson of the Board of Supervisors

Dated: 2-27-24

CITY OF NEVADA, IOWA (Provider)

By: 

Title: City Administrator

Dated: 2/14/24



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
INDIAN CREEK GOLF CLUB LTD.	Indian Creek Golf Club	(515) 382-9070		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
63012 260th Street		Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
63012 260th Street	Nevada	Iowa	50201	

APPROVED

DENIED

Board Member Initials: AKH
 Meeting Date: 2/27/24
 Follow-up action: _____
 EMAIL: _____
 cale@indiancreekclub.com

Contact Person

NAME	PHONE
Cale Bultman	(515) 554-9918

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Retail Alcohol License	8 Month	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 17, 2024	Nov 17, 2024	

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Kevin Vier	Nevada	Iowa	50201	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Nationwide Insurance Company

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Ames Lodge No. 520 Loyal Order Of Moose	Loyal Order Of Moose, Ames Lodge No. 520	(515) 232-2205		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
644 W 190th Street		Ames	Story	50010-0000
MAILING ADDRESS	CITY	STATE	ZIP	
P. O. Box 29	Ames	Iowa	50010-0029	

Contact Person

NAME	PHONE	EMAIL
Charles Clatt	(515) 232-2205	lodge520@mooseunits.org

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LF0001207	Class F Retail Alcohol License	12 Month	Active
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
May 1, 2023	Apr 30, 2024		

SUB-PERMITS
Class F Retail Alcohol License

APPROVED **DENIED**

Board Member Initials: JKH

Meeting Date: 2/27/24

Follow-up action: _____



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Charles Clatt	Ames	Iowa	50010	Administrator	0.00	Yes
Scott Sainga	Ames	Iowa	50010	President	0.00	Yes
Michael Beardsley	Ames	Iowa	50010	Treasurer	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

Endurance American Specialty Insurance Co

POLICY EFFECTIVE DATE

May 1, 2023

POLICY EXPIRATION DATE

May 1, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
KJ and A 1974 LLC	Slims Country Market	(641) 203-1823		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
11563 Hwy 69		story city	Story	50248
MAILING ADDRESS	CITY	STATE	ZIP	
1215 Hyland Ave.	Ames		50014	

Contact Person

NAME	PHONE	EMAIL
Kent Allen	(641) 203-1823	jmcdonaldallen@yahoo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
WBN001353	Special Class B Retail Native Wine License	12 Month	Active

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 29, 2023	Apr 28, 2024	

SUB-PERMITS
Special Class B Retail Native Wine License

PRIVILEGES

APPROVED **DENIED**

Board Member Initials: JKH

Meeting Date: 2/27/24

Follow-up action: _____



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Kent Allen	Story City	Iowa	50248	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

WHEREAS, **Story County, IA** (Client) and **WHKS & Co. (WHKS)** executed a Professional Services Agreement dated **3/7/2023** for certain engineering services for **Bridge Replacement on 220th Street over East Branch Indian Creek** (Project), and

WHEREAS, the Agreement described a scope of services and was based on completion of certain services, and

WHEREAS, the Client has requested **Final Design Phase engineering** services for the **Bridge Replacement on 220th Street over East Branch Indian Creek** as described in more detail in attached Exhibit A, and

NOW THEREFORE, the Client and WHKS hereby agree the amended compensation for services shall be increased by the following:

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Billed Hourly with a Not-to-Exceed Fee of \$36,400 including Expenses. External expenses include an administrative charge of 10 percent.

Executed this _____ day of February 2024

Story County, IA

By:
Printed Name: Lisa K. Heddens
Title: Chair, BOS

WHKS & CO.

By:
Printed Name: Derek J. Thomas, P.E.
Title: Vice President

Recommended for approval by:

2-20-24
Darren R. Moon. P.E. Date



Exhibit A to Amendment No. 1

A. Project Description

The project involves performing design and plans for replacement of the 220th Street bridge over East Branch Indian Creek (10-2-N10, FHWA #314500) in Section 2 Nevada Township.

Survey, concept statement, hydrology & hydraulics, permitting, and preliminary design/plans was performed under the Base Agreement. This Amendment includes Final Design engineering services as described below in Part B.

The bridge will be a 105' x 24'-6" single span prestressed concrete beam (BTC) bridge, 0-degree skew with integral abutments. Standard IA DOT TL-4 open rail will be used. No lighting or conduit is required. A DOT Structural Review (cursory) will be required.

Geotechnical design (soil borings and report) will be provided by a subconsultant hired directly by the County. WHKS will assist in recommending or reviewing boring locations and required pile loads.

Roadway work will include minor grading and surfacing as necessary to the proposed profile touchdown points, granular shoulders, erosion control, and traffic control. Horizontal alignment will match existing. The road will be closed to traffic during construction with no staging. Guardrail is not required per I.M. 3.230 due to the ADT, tangent alignment, and bridge width. Easement descriptions, plats or negotiation is not included in this Amendment.

Letting will be held through the Iowa DOT currently scheduled for 12/17/2024. Submittal schedule will follow the Federal-aid Projects per Iowa DOT Local Systems I.M. 3.010.

Construction phase engineering services (e.g. observation & administration) are not included except for shop drawing review and pile driving WEAP analysis.

B. Scope of Services Provided Under This Agreement:

Note: Items 1-4 were previously defined in the AGREEMENT.

5. Final Design

- Organize and attend utility coordination meeting with affected utilities.
- Prepare final plans and specifications to show the character and scope of work to be performed by contractors on the Project. Plans will follow Iowa DOT standards.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Furnish signed copies of the plans, specifications, and other contract documents as required to the Client.
- Answer contractor's questions during the bidding phase.

6. Construction Administration

- Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, review of shop drawings.
- Perform wave equation (WEAP) analysis for pile driving.



**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, **Story County, IA** (Client) and WHKS & Co. (WHKS) executed a Professional Services Agreement dated **8/2/2022** for certain engineering services for **Bridge Replacement on 325th St. over Rock Creek & Rock Creek Overflow (South St. in Maxwell)** (Project), and

WHEREAS, the Agreement described a scope of services and was based on completion of certain services, and

WHEREAS, the Client has requested **Final Design Phase engineering** services for the **Bridge Replacement on 325th St. over Rock Creek & Rock Creek Overflow (South St. in Maxwell)** as described in more detail in attached Exhibit A, and

NOW THEREFORE, the Client and WHKS hereby agree the amended compensation for services shall be increased by the following:

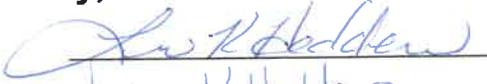
Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Billed Hourly with a Not-to-Exceed Fee of \$28,800 including Expenses. External expenses include an administrative charge of 10 percent.

Executed this _____ day of February 2024

Story County, IA

By: 
Printed Name: Lisa K. Hadden
Title: Chair, BOS

WHKS & co.

By: 
Printed Name: Derek J. Thomas, P.E.
Title: Vice President

Recommended for approval by:

 2-20-24
Darren R. Moon, P.E. Date



Exhibit A to Amendment No. 1

A. Project Description

The project involves performing design and plans for the replacement of the 325th St. bridges over Rock Creek (15-27-NX10, FHWA #8180) and Rock Creek Overflow (15-27-NX20, FHWA #8170) near the City of Maxwell.

Survey, concept statement, hydrology & hydraulics, permitting, and preliminary design/plans was performed under the Base Agreement. This Amendment includes Final Design engineering services as described below in Part B.

The bridge will be a 90' x 30'-6" 3-span continuous concrete slab (CCS) bridge, 0 degree skew, with integral abutments and P10L piers. Iowa DOT standard plans (J-Standards) will be utilized for the bridge plans. Standard IA DOT TL-4 open rail will be used. No lighting or conduit is required. A DOT Structural Review will not be required because the bridge is standard.

Geotechnical design (soil borings and report) will be provided by a subconsultant hired directly by the County. WHKS will assist in recommending or reviewing boring locations and required pile loads.

Roadway work will include minor grading and surfacing as necessary to the proposed profile touchdown points, granular shoulders, erosion control, and traffic control. Guardrail is not required because the posted speed limit is below 35 mph. Horizontal alignment will match existing. The road will be closed to traffic during construction with no staging. No right-of-way acquisition or easements are anticipated.

Letting will be held through the Iowa DOT currently scheduled for 11/19/2024. Submittal schedule will follow the Federal-aid Projects per Iowa DOT Local Systems I.M. 3.010.

Construction phase engineering services (e.g. observation & administration) are not included except for shop drawing review and pile driving WEAP analysis.

B. Scope of Services Provided Under This Agreement:

Note: Items 1-4 were previously defined in the AGREEMENT.

5. Final Design

- Organize and attend utility coordination meeting with affected utilities.
- Prepare final plans and specifications to show the character and scope of work to be performed by contractors on the Project. Plans will follow Iowa DOT standards.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Furnish signed copies of the plans, specifications, and other contract documents as required to the Client.
- Answer contractor's questions during the bidding phase.

6. Construction Administration

- Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, review of shop drawings.
- Perform wave equation (WEAP) analysis for pile driving.

NOTICE OF APPOINTMENT

PERSON APPOINTED: Emma Flanery

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Medical Examiner Investigator

LENGTH OF TERM: Until December 31, 2024

IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHOSE TERM:

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 2/27/24

DATE TERM EXPIRES: 12/31/24

APPROVED **DENIED**
Board Member Initials: [Signature]
Meeting Date: 2/27/24
Follow-up action: _____



McFarland Clinic PC

1215 Duff Avenue
Ames, Iowa, 50010
Department of Anatomic Pathology
P: 515.239.4493
F: 515.239.4741

To: Story County

2/14/2024

RE: MEI

Dear Story County,

I officially recommend Emma Flanery for Medical Examiner Investigator for Story County. Emma has experience as a autopsy technician at the state ME office. She also works for the Iowa donor network.

Thank you,

Dr. Andersen

Trisha Andersen, DO
McFarland Clinic Anatomic Pathology

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(Contracted Services)

Under the provision of Section 3401 of the Internal Revenue Code of 1954, an employer must withhold income tax from all remuneration actually or constructively paid to an employee. This agreement covers professional services provided by Story County ME as an independent contractor. Emma Flanery assumes all responsibility for payroll taxes and required FOAB contributions.

In general, an individual who is subject to the control and direction of another only as to the results of their work, and not as the means by which it is accomplished in an independent contractor and is not an employee.

AGREEMENT

NAME OF CONTRACTOR Emma Flanery

MAILING ADDRESS 2918 13th Ave SE, Altoona, IA 50009

BUSINESS PHONE NO. _____ CELL PH# 515-822-3912

1. DESCRIPTION OF SERVICES: Medical Examiner Investigations/On-Call - death as outline in the Iowa Code ch: 331.802 at the direction of the Story County Medical Examiner.
2. DATE (S): 1/1/23 — 12/31/24; 2 year term (2/27/24 - 12/31/24)
3. TIME (S) To be determined by the Story County Medical Examiner
4. LOCATION; To be determined by the Story County Medical Examiner
5. PROFESSIONAL FEES; \$250.00/per Investigation plus County mileage paid at current County rate.
6. SPECAIL CONDITIONS; Insurance coverage is provided for services. The medical examiner investigators perform on behalf of the County.

CERTIFICATION

I certify that I have read the above statement regarding the requirements of the IRS for an "independent contractor" and I assume the responsibility for payroll and FOAB contributions. I agree to the conditions stated above for services provided by myself to Story County.

Signature Emma Flanery Date 02/13/24

Approved by [Signature], Date 2-27-24

W-9 completed yes

NOTICE OF APPOINTMENT

PERSON APPOINTED: Jenny Nyberg

BOARD COMMISSION OR COMMITTEE APPOINTED TO:
Medical Examiner Investigator

LENGTH OF TERM: Until December 31, 2024

IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHOSE TERM:

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 2/27/24

DATE TERM EXPIRES: 12/31/24

APPROVED **DENIED**
Board Member Initials: JH
Meeting Date: 2/27/24
Follow-up action: _____



McFarland Clinic PC

1215 Duff Avenue
Ames, Iowa, 50010
Department of Anatomic Pathology
P: 515.239.4493
F: 515.239.4741

To: Story County

2/14/2024

RE: MEI

Dear Story County,

I officially recommend Jenny Nyberg for Medical Examiner Investigator for Story County. Jenny has years of experience as a funeral director for the Iowa donor network. She has also taken some Medical Examiner Investigator classes at St. Louis.

Thank you,

Dr. Andersen

Trisha Andersen, DO
McFarland Clinic Anatomic Pathology

APPROVED

APPROVED

Board Member Initials

Meeting Date

Following action

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(Contracted Services)

Under the provision of Section 3401 of the Internal Revenue Code of 1954, an employer must withhold income tax from all remuneration actually or constructively paid to an employee. This agreement covers professional services provided by Jenny Nyberg as an independent contractor. Jenny Nyberg assumes all responsibility for payroll taxes and required FOAB contributions.

In general, an individual who is subject to the control and direction of another only as to the results of their work, and not as the means by which it is accomplished in an independent contractor and is not an employee.

AGREEMENT

NAME OF CONTRACTOR Jenny Nyberg
MAILING ADDRESS 200 NE 22nd Cir. Grimes, IA 50111
BUSINESS PHONE NO. _____ CELL PH# 575-6661-8009

- DESCRIPTION OF SERVICES: Medical Examiner Investigations/On-Call - death as outline in the Iowa Code ch: 331.802 at the direction of the Story County Medical Examiner.
- DATE (S): 1/1/23 - 12/31/24; 2 year term (2/27/24 - 12/31/24)
- TIME (S) To be determined by the Story County Medical Examiner
- LOCATION; To be determined by the Story County Medical Examiner
- PROFESSIONAL FEES; \$250.00/per investigation plus County mileage paid at current County rate.
- SPECIAL CONDITIONS; Insurance coverage is provided for services. The medical examiner investigators perform on behalf of the County.

CERTIFICATION

I certify that I have read the above statement regarding the requirements of the IRS for an "independent contractor" and I assume the responsibility for payroll and FOAB contributions. I agree to the conditions stated above for services provided by myself to Story County.

Signature Jenny Nyberg Date 2-12-24

Approved by [Signature] Date 2-27-24

W-9 completed yes

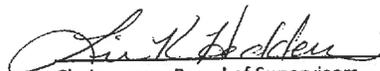
Story County Board of Supervisors Resolution #24-61

Resolution Naming Depositories

RESOLVED, that the Board of Supervisors of Story County in Story County, Iowa, approves the following list of financial institutions to be depositories of the Story County funds in conformance with all applicable provisions of Iowa Code Chapters 452 and 453 (1983), as amended by 1984 Iowa Acts, S.F. 2220. The Treasurer, Recorder, and Sheriff are hereby authorized to deposit the County funds in amounts not to exceed the maximum approved for each respective financial institution as set out below.

Depository Name	Location of Office	Maximum Balance in effect under prior resolution	Maximum Balance in effect under this resolution
Treasurer Accounts			
Exchange State Bank	Collins	\$15,000,000.00	\$10,000,000.00
First Interstate Bank	Ames	\$65,000,000.00	\$25,000,000.00
Home State Bank	Polk City	0.00	\$15,000,000.00
Iowa Public Agency Investment Trust (IPAIT)	Des Moines	\$95,000,000.00	\$120,000,000.00
Iowa Public Agency Investment Trust (IPAIT) - CICS	Des Moines	\$15,000,000.00	\$20,000,000.00
Maxwell State Bank	Maxwell	\$15,000,000.00	\$10,000,000.00
National Financial Services	Troy, MI	\$7,500,000.00	\$8,000,000.00
Reliance State Bank	Story City	\$15,000,000.00	\$10,000,000.00
South Story Bank & Trust	Huxley	\$15,000,000.00	\$30,000,000.00
State Bank & Trust Company	Nevada	\$45,000,000.00	\$45,000,000.00
US Bank	Ames	0.00	\$15,000,000.00
CICS	Nevada	\$1,800,000.00	\$10,000,000.00
State Bank & Trust Company			
Recorder			
State Bank & Trust Company	Nevada	\$500,000.00	\$500,000.00
Sheriff			
State Bank & Trust Company	Nevada	\$500,000.00	\$500,000.00
Conservation			
State Bank & Trust Company	Nevada	\$500,000.00	\$500,000.00

Passed this 27th day of FEBRUARY, 2024


Chairperson, Board of Supervisors

Attest: 
County Auditor

ROLL CALL FOR ALLOWANCE

Latifah Faisal	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
Lisa Heddens	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
Linda Murken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE OF BOARD

Yea Nay Absent

 Above tabulation made by 
CHAIRPERSON



Story County Conservation Board - McFarland Park 56461 180th 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
From: Michael D. Cox, Director
Date: February 27, 2024
Re: Consideration of Professional Services Agreement with Bolton and Menk for McFarland Shop Design for \$41,500.00.

The attached Agreement secures the services of Bolton and Menk to design a replacement shop at McFarland Park. The work will include civil engineering and building design for this replacement building.

Funding for this Agreement is included in the FY24 budget and the Conservation Trust Fund.

The Story County Conservation Board recommends your approval.


Approval

Disapproval

2-27-24
Date

Date

AGREEMENT FOR PROFESSIONAL SERVICES IA

MCFARLAND PARK SHOP REPLACEMENT

STORY COUNTY CONSERVATION and BOLTON & MENK, INC.

This Agreement, made this 8th day of January, 2024, by and between STORY COUNTY CONSERVATION, (“CLIENT”), McFarland Park 56461 180th St. 1519 Ames, IA 50010, and BOLTON & MENK, INC., 1519 Baltimore Drive Ames, IA 50010, (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services in conjunction with McFarland Park Shop Replacement Project. (“Project”) and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT. The CONSULTANT shall lead a process and offer Project Management, Engineering (Civil, Structural, Electrical, and Mechanical) and Architectural design services resulting in a set of construction documents suitable for public bidding to govern a construction project that includes the demolition of the existing McFarland Park Shop located at 56595 180th Street in Ames. The CONSULTANT will design a new building to serve as a shop with two double-deep work bays, work bench with wall storage, storage room, mechanical room, two private offices, general/open office space with approximately 10 workstations, a kitchenette, and two restrooms. The total project cost target including design fees and construction costs is \$400,000.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties, professional services in addition to the Basic Services (the “Additional Services”) may be authorized as described in Paragraph IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive

instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit I.

H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT a Lump Sum (Fee) of \$ 41,500 for performance of the Services. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed in addition to the Lump Sum Fee on an hourly basis at the rates described on the Schedule of Fees attached hereto as Schedule 1.
2. The rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
3. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms and shall reflect the % complete of total effort on each invoice.
2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State,

or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

SECTION IV – GENERAL

A. **STANDARD OF CARE.** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. **CHANGE IN PROJECT SCOPE.** In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. **Liability of CONSULTANT.** CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project only to the extent caused by the acts, negligence, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants occurring during the scope of CONSULTANT's work on the Project, and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. This indemnification shall not apply to claims for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's comprehensive general liability and professional errors and omissions insurance policies.
2. **Liability of Client.** To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to claims for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.
3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

5. CONSULTANT shall procure and maintain insurance as required by this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, members, partners, agents, employees, and subconsultants to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of CONSULTANT or CONSULTANT's officers, directors, members, partners, agents, employees, or subconsultants (hereafter "CLIENTS Claims"), shall not exceed the then total available insurance proceeds paid on behalf of or to CONSULTANT by CONSULTANT's insurers in settlement or satisfaction of CLIENT'S Claims under the terms and conditions of CONSULTANT's insurance policies applicable thereto, up to the then available amount of insurance under the applicable policy of insurance.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$1,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for a combined single limit for property damage, bodily injuries, death and damages to any one person and total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$1,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. **OPINIONS OR ESTIMATES OF CONSTRUCTION COST.** Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. **CONSTRUCTION SERVICES.** It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. **USE OF ELECTRONIC/DIGITAL DATA**

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media.

H. **REUSE OF DOCUMENTS**

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT. This Agreement will remain in effect for of a period of eight (8) months, after which time the Agreement may be extended upon mutual agreement of both parties in writing.

K. TERMINATION. This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT'S services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K.1 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination**

against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

O. ASSIGNMENT. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL. All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING Law. This Agreement is to be governed by the law of the State of Iowa and venued in courts of Story County, Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

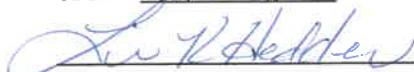
S. DISPUTE RESOLUTION. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V – SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions, or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: Story County, Iowa



Chairperson, Board of Supervisors

Date: 2-27-24

CONSULTANT: Bolton & Menk, Inc.



Principal

Date: January 12, 2024



Story County Conservation Board - McFarland Park 56461 180th 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
From: Michael D. Cox, Director
Date: February 27, 2024
Re: Consideration of 28E Agreement with the Iowa Department of Agriculture and Land Stewardship and the City of Ames for Wetland Construction at Prairie Valley Park.

The attached Agreement identifies the roles and responsibilities of each party for the construction of a wetland at Prairie Valley Park, formerly known as Dotson. The wetland will be funded in its entirety by the Iowa Department of Agriculture and Land Stewardship. Water supply for the wetland will come from the Boone-Story #8 drainage district tile, on the northwest side of the property, via a lift station and associated tile. The wetland will serve to remove nutrients from the water and allow greater water infiltration. Surface water exiting the wetland will enter Ioway Creek and a private wetland. All necessary flowage easements have been acquired.

The City of Ames will be responsible for maintaining the pump infrastructure and funding one half of the catastrophic failure expenses in return for the city receiving nutrient credits in the Nutrient Reduction Exchange.

The County is responsible for one half of the costs of repair due to catastrophic failure, and for vegetation management.

The Story County Conservation Board request your approval.


Approval

Disapproval

2-27-24

Date

Date



**STORY COUNTY
CONSERVATION**

Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515) 232-6989 - Email: conservation@storycounty.com
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The County is responsible for one half of the costs of repair due to catastrophic failure, and for vegetation management.

The Story County Conservation Board request your approval.


Approval

Disapproval

2-27-24
Date

Date

Preparer: Matt Lechtenberg, Executive Officer III, PH: (515) 281-3857
Iowa Department of Agriculture & Land Stewardship
Henry A. Wallace Bldg., 502 E. 9th Street, Des Moines, IA 50319-0050

Return to: Matt Lechtenberg, Iowa Department of Agriculture & Land Stewardship
Henry A. Wallace Bldg., 502 E. 9th Street, Des Moines, IA 50319-0050

**28E AGREEMENT BETWEEN IOWA DEPARTMENT OF AGRICULTURE AND
LAND STEWARDSHIP – DIVISION OF SOIL CONSERVATION AND WATER
QUALITY; STORY COUNTY, IOWA; AND THE CITY OF AMES, IOWA; FOR THE
WATER QUALITY WETLAND PROJECT: STO842407B**

This 28E Agreement by and between the Iowa Department of Agriculture and Land Stewardship – Division of Soil Conservation and Water Quality (hereinafter “DIVISION”) located at 502 East 9th Street, Des Moines, Iowa 50319; Story County, Iowa (hereinafter “COUNTY”), a governmental subdivision of the State of Iowa; and the City of Ames, Iowa, a municipal corporation of the County of Story, State of Iowa (hereinafter “CITY”); Collectively referred to as “Parties” or “the Parties”). This Agreement is entered into pursuant to Chapter 28E of the Code of Iowa.

I. PURPOSE

This Agreement is executed to define responsibilities, including performance of services and financial, of the Parties related to the ownership, design, permitting, construction, and maintenance of a water quality wetland in Story County (Project ID: Sto842407B) (the “Project”) that meets the requirements of the Water Quality Initiative (WQI), on real property legally described as: Lot C, Prairie Valley Subdivision First Addition, located in the Northwest Quarter (NW1/4) of Section 7, Range 24 West of the 5th P.M., Story County, Iowa (The “Property”). The Property is locally known as the Dotson Wetland.

II. EFFECTIVE DATE AND TERM

This Agreement shall take effect upon execution by the parties as required by law, and filing with the Secretary of State in an electronic format as required by law. This agreement shall continue in effect until December 31, 2025, unless terminated earlier pursuant to the provisions herein. The Agreement may be extended by the written agreement of all parties on terms stated therein.

III. ADMINISTRATION

This Agreement shall be administered by the DIVISION. All administrative decisions concerning this Agreement shall be undertaken pursuant to the terms outlined below. No separate entity is created under this Agreement.

IV. POWERS AND DUTIES

The parties to this Agreement shall retain all powers and duties conferred by their respective enabling acts but shall assist each other in the exercise of these powers and the performance of these duties.

V. DIVISION RESPONSIBILITIES

The DIVISION shall:

- A. Provide technical assistance related to the design and construction observation/checkout of the wetland project.
- B. Act as the fiscal agent for the PROJECT. The duties of the fiscal agent shall include construction bidding, awarding contract to contractor, managing contract with contractor, and providing payments to contractor. Provide all financing for design and construction, observation/checkout costs, and initial seeding after construction is completed.
- C. Provide permitting support for applicable permits required by this project.

VI. CITY RESPONSIBILITIES

The CITY shall:

- A. Own and maintain pump and power infrastructure including all hardware, piping, power supply and associated infrastructure, and secure the long-term maintenance of pump and power infrastructure through agreement with the necessary parties.
- B. Register any nutrient offsets or credits generated by the wetland in the Nutrient Reduction Exchange administered by the Iowa Department of Natural Resources.
- C. Provide cost-share in the event of major or catastrophic failure, such as caused by significant flooding, of no more than one half of the cost of the repair or reconstruction of the PROJECT.

VII. COUNTY RESPONSIBILITIES

The COUNTY shall:

- A. Allow the construction of the wetland on County owned property (Property) and acquire any necessary permission from any adjacent landowners to construct the Project. This Agreement is wholly contingent upon the County providing the Property upon which the water quality wetland will be installed and securing the

long-term maintenance and protection of the wetland through easement with the local Soil and Water Conservation District.

- B. Obtain and transfer to the CITY any and all claims any wetland landowner may have to register on the Nutrient Reduction Exchange the practice(s) installed on landowner's property while either this Agreement or related easement are in effect.
- C. Provide cost-share in the event of catastrophic failure, such as caused by significant flooding, of no more than one half of the cost of the repair or reconstruction of the PROJECT.
- D. Provide vegetation maintenance.

IX. AMENDMENT

This Agreement may be amended from time to time by written agreement of the Parties. All amendments shall be in writing, signed by all Parties, and filed in an electronic format with the Secretary of State as required by Iowa Code Section 28E.8(1)(b) (2023).

X. TERMINATION

Any or all parties may terminate this Agreement at any time upon 120 days prior written notice to the other parties. Upon termination of this Agreement, the Parties agree to use their best efforts to wrap up all operations undertaken pursuant to this Agreement. In the event of a conflict as to the distribution of funding associated with the administration of this Agreement, such conflict shall be resolved between the parties by arbitration paid for equally between the disputing parties.

XI. NOTICES

Whenever notices and correspondence are to be given under this Agreement, the notices shall be given by personal delivery to the other party, or sent by mail, postage prepaid, to the other party as follows:

To THE COUNTY

Story County
900 6th Street
Nevada, IA 50201

To the DIVISION

Division of Soil Conservation & Water
Quality - IDALS
502 E. 9th Street
Wallace State Office Building
Des Moines, IA 50319-0050

To the CITY

City of Ames
515 Clark Ave.
Ames, IA 50010

XII. APPLICABLE LAW

This Agreement is to be governed by the laws of the State of Iowa.

XIII. FILING AND RECORDING

It is agreed that the DIVISION will file this Agreement in an electronic format with the Secretary of State as required by Iowa Code section 28E.8(1)(a) (2023).

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this 28E Agreement and have caused their duly authorized representatives to execute this 28E Agreement.

[Remainder of this page has intentionally been left blank. Signature pages follow.]

DIVISION OF SOIL CONSERVATION AND WATER QUALITY

BY: _____ DATE: _____

Grant Menke, Deputy Secretary of Agriculture
Iowa Department of Agriculture & Land Stewardship

This instrument was acknowledged before me on the ____ day of _____, 2024, by Grant Menke, Deputy Secretary of the Iowa Department of Agriculture & Land Stewardship.

Notary Public in and for the State of Iowa

IN WITNESS THEREOF, STORY COUNTY, IOWA has caused this 28E Agreement to be executed on the 27th day of February, 2024.

Story County, Iowa

By: *Lisa K. Holden*
Chairperson, Board of Supervisors

Attest: *[Signature]*
Story County Auditor

STATE OF IOWA)
) ss:
COUNTY OF STORY)

On this 27th day of February, 2024, before me, a Notary Public in and for said County, personally appeared *Lisa K. Holden* and *Lucy J. Martin* to me personally known, and who being duly sworn, did say that they are the Chairperson and Auditor, respectively of the Board of Supervisors of Story County, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors as contained in Resolution No. _____ adopted on _____, 2024, and said Chairperson and Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Michelle L. Bellile
Notary Public for Iowa



IN WITNESS THEREOF, the City of Ames has caused this 28E Agreement to be executed on the ____ day of _____, 2024.

CITY OF AMES, IOWA

ATTEST:

John A. Haila, Mayor

Renee Hall, City Clerk

Approved As To Form:

Jane Chang
Assistant City Attorney

STATE OF IOWA)
) ss:
COUNTY OF STORY)

On this ____ day of _____, 2024 before me, a Notary Public in and for said County, personally appeared John A. Haila and Renee Hall to me personally known, and who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Ames, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, as contained in Resolution No. _____, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public for Iowa

STORY COUNTY UTILITY PERMIT

To the Board of Supervisors, Story County, Iowa:

The Windstream Iowa Communications, LLC Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Little Rock, AR, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of fiber optic services on secondary route 590th Ave, E Lincoln Wy, from intersection of HWY 30 and 590th Ave to 22703 600th Ave, a distance of 2.25 miles.

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

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

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

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

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

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

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

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

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

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

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

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

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed ~~on top of the road shoulder so as to be within approximately two feet of the pavement edge.~~ *NEAR THE TOE OF THE BACKSLOPE IN DITCH BOTTOM. SEE TILES ON ATTACHED MAP (TILES ARE GREEN)*

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

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

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

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

Date February 22, 2024

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

Natalia Ewing, 870.414.3190
by _____ Phone no.

Recommended for Approval:

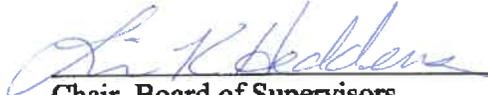
Date _____



County Engineer Phone no. 515-382-7355

Approved:

Date 2-27-24

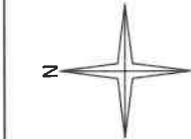


Chair, Board of Supervisors
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.



PERMITS REQUIRED:
 -CITY OF NEVADA
 -STORY COUNTY



PURPOSE:
 TO PROVIDE NEW FIBER SERVICE TO CNH INDUSTRIAL AT 23942 590TH AVE IN NEVADA.
 OSP PLANNING PROPOSES PLACING APPROX. 12,500' OF BURIED FIBER FROM A HANDHOLE 40000/1 NEAR 42.026475 -93.502157 TO CNH INDUSTRIAL AMERICA LLC AT 23942 590TH AVE, NEVADA, IA, 50201 (CCR-65149) SPLICING FIBERS FU0008:7-8 FROM EXISTING BDO/CWDM NEVDIAU0008 TO NEW CUSTOMER FDP TO SERVE 50M CIRCUIT IA/KGS/020297 /WXN / AND IA/KRGS/279882/WINW.

windstream.
 ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN. THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.

CALL ONE-CALL 1-800-292-8989 48 HOURS PRIOR TO CONSTRUCTION	
EXCH NAME: NEVADA	DATE: 10/3/2023
WO #: 713332363-00000	
TITLE: FB NEVADIA FB NEVADIA CNH INDUSTRIAL AM 23942 590TH	
DRWN: HALEY SANDBERG 515-401-2668	PRINT: MAP

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Michael D. Cox, Conservation Director, 56461 180th Street, Ames, Iowa 50010 515-232-2516

STORY COUNTY, IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 24-57

TO ENTER INTO SHARED ACCESS DRIVE EASEMENT WITH THE IOWA STATE UNIVERSITY RESEARCH PARK AND CONSENTED TO BY HUNZIKER CONSTRUCTION SERVICES INC. FOR CONSTRUCTION OF A ROADWAY ON IOWA STATE UNIVERSITY RESEARCH PARK LEGALLY DESCRIBED AS: (A) LOT 1 IN IOWA STATE UNIVERSITY RESEARCH PARK PHASE III, FIRST ADDITION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF AMES, STORY COUNTY, IOWA; AND (B) LOT 1 IN IOWA STATE UNIVERSITY RESEARCH PARK III, SECOND ADDITION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF AMES, STORY COUNTY, IOWA (TOGETHER THE "ISURP PROPERTY"); AND OUTLOT B IOWA STATE UNIVERSITY RESEARCH PARK PHASE III, SECOND ADDITION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF AMES, STORY COUNTY, IOWA (THE "STORY COUNTY PROPERTY")

WHEREAS, The Iowa State University Research Park (ISURP) owns a development lot adjacent to University Avenue in Ames, Iowa and described in Shared Access Drive Easement Exhibit B (ISURP Property), and

WHEREAS, Story County, Iowa owns property adjacent to ISURP property and described in Shared Access Drive Easement Exhibit A (County Property), and

WHEREAS, County Property, locally known as the Tedesco Environmental Learning Corridor, is managed by the Story County Conservation Board, and

WHEREAS, the ISURP desires to construct roadway access which will serve both ISURP Property and County Property, from University Avenue, and

WHEREAS, said access must cross both ISURP Property and County Property, and

WHEREAS, said access will be constructed by ISURP at their sole expense, and

WHEREAS, said access will require relocation of Story County owned recreational trail at the sole expense of the ISURP, and

WHEREAS, the trail will be relocated to a location suitable to Story County.

AND WHEREAS, Story County held a public meeting on this matter on the 27th day of February 2024.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the County shall enter into the attached Shared Access Drive Easement for the construction of a roadway as described within.

IT IS FURTHER RESOLVED the Chairperson of the Board of Supervisors and the Clerk to the Board of Supervisors are authorized and they are hereby directed to certify a copy of this Resolution as the voluntary act and deed of the Board of Supervisors of Story County, Iowa.

Dated this 27th day of FEBRUARY 2024.


Chairperson, Board of Supervisors

Attest:

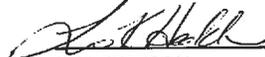

County Auditor

ROLL CALL
FOR ALLOWANCE

Latifah Faisal	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Lisa Heddens	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Linda Murken	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>

ALLOWED BY VOTE
OF BOARD

Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
-----	----------	-----	----------	--------	----------

 Above tabulation made by 
CHAIRPERSON



Story County Conservation Board - McFarland Park 56461 180th 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
From: Michael D. Cox, Director
Date: February 27, 2024
Re: Consideration of Easement with the Iowa State University Research Park.

The attached easement grants reciprocal perpetual, non-exclusive use of ISU Research Park and Story County respective properties for public access. The easement is required in order to allow access to both properties from the roundabout on University Avenue. The ISU Research Park will pay for trail rerouting.

The Story County Conservation Board request your approval.


Approval

Disapproval

2-27-24
Date

Date

**SHARED ACCESS DRIVE EASEMENT
Recorder's Cover Sheet**

Preparer Information: David Ginger
Belin McCormick, P.C.
666 Walnut Street, Suite 2000
Des Moines, Iowa 50309-3989
Phone: (515) 283-4668

Taxpayer Information: N/A

Return Document To: Preparer

Grantors: Iowa State University Research Park
County of Story, Iowa

Grantees: Iowa State University Research Park
County of Story, Iowa

Legal Description: Lot 1 in Iowa State University Research Park Phase III, First Addition, an Official Plat, now included in and forming a part of the City of Ames, Story County, Iowa; and

Lot 1 in Iowa State University Research Park Phase III, Second Addition, an Official Plat, now included in and forming a part of the City of Ames, Story County, Iowa; and

Outlot B in Iowa State University Research Park Phase III, Second Addition, an Official Plat, now included in and forming a part of the City of Ames, Story County, Iowa.

Document or instrument number of previously recorded documents: N/A

SHARED ACCESS DRIVE EASEMENT

THIS SHARED ACCESS DRIVE EASEMENT (this "Easement") is made and executed this 27 day of February, 2024 by and between Iowa State University Research Park ("ISURP") and the County of Story, Iowa ("Story County").

WITNESSETH:

WHEREAS, ISURP is the owner and record titleholder of the real estate legally described as: (a) Lot 1 in Iowa State University Research Park Phase III, First Addition, an Official Plat, now included in and forming a part of the City of Ames, Story County, Iowa; and (b) Lot 1 in Iowa State University Research Park Phase III, Second Addition, an Official Plat, now included in and forming a part of the City of Ames, Story County, Iowa (together the "ISURP Property").

WHEREAS, Story County is the owner and record titleholder of the real estate legally described as: Outlot B in Iowa State University Research Park Phase III, Second Addition, an Official Plat, now included in and forming a part of the City of Ames, Story County, Iowa (the "Story County Property").

WHEREAS, it is anticipated that the ISURP Property will be developed in a manner that necessitates an access drive (the "Driveway") that is located partly on the ISURP Property and partly on the Story County Property that will be used for the use and benefit of the ISURP Property and Story County Property.

WHEREAS, the parties are entering this Easement to govern the use, construction, maintenance, repair and replacement of the Driveway.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **GRANT OF EASEMENT.** Story County hereby grants to ISURP a perpetual and nonexclusive easement upon, over and across the real estate legally described in Exhibit A (the "Story County Property Easement Area") for using, constructing, maintaining, repairing and replacing the Driveway for ingress and egress to/from the ISURP Property. ISURP hereby grants to Story County a perpetual and nonexclusive easement upon, over and across the real estate legally described in Exhibit B (the "ISURP Property Easement Area" and, together with the Story County Property Easement Area, the "Easement Area") for using the Driveway for ingress and egress to/from the Story County Property. The Easement Area is visually depicted in Exhibit C.

2. **DUTY TO CONSTRUCT, MAINTAIN, REPAIR AND REPLACE.** The owner of the ISURP Property shall be responsible for constructing, maintaining, repairing and replacing the Driveway in good condition and repair. The foregoing shall include, but not be limited to, the removal of snow and ice. Notwithstanding the foregoing, in the event the owner of the Story County Property or its permittees damage the Driveway in any manner beyond ordinary wear and tear, the owner of the Story County Property shall be responsible for repairing

such damage. In the event the ISURP Property is ever owned by more than one person or entity, then either: (a) the owners shall allocate the construction, maintenance, repair and replacement obligations among them by separate written instrument; or (b) absent such written instrument, the owner of Lot 1 in Iowa State University Research Park Phase III, Second Addition, an Official Plat, now included in and forming a part of the City of Ames, Story County, Iowa shall be responsible for the construction, maintenance, repair and replacement obligations. Story County acknowledges and agrees that the timing of the construction of the Driveway shall be determined in the sole discretion of the owner of the ISURP Property and that such owner may elect to not construct the Driveway. Additionally, the owner of ISURP Property shall cover any and all costs associated with the development of the access off of University including any relocation or damage to the existing paved trail.

3. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** No owner will erect, or permit the erection of, any fence or other structure upon, over or across the Easement Area or permit the blockage or restriction of normal access upon, over or across the Easement Area without obtaining the prior written consent of the other owner.

4. **MUTUAL INDEMNIFICATION.** The owner of the ISURP Property agrees to indemnify, defend and hold harmless the owner of the Story County Property, its parents, subsidiaries and affiliates and any employees, officers and directors of the foregoing from and against any and all claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees and court costs) arising out of the negligence of the owner of the ISURP Property, its parents, subsidiaries or affiliates or any employees, officers or directors of the foregoing. The owner of the Story County Property agrees to indemnify, defend and hold harmless the owner of the ISURP Property, its parents, subsidiaries and affiliates and any employees, officers and directors of the foregoing from and against any and all claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees and court costs) arising out of the negligence of the owner of the Story County Property, its parents, subsidiaries or affiliates or any employees, officers or directors of the foregoing.

5. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the owner of the ISURP Property and the owner of the Story County Property and each of their successors and assigns, as well as any of their permittees. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public purpose whatsoever, it being the intention of the parties that the rights shall be strictly limited to and for the benefit of the parties set forth in the first sentence of this section.

6. **EASEMENT RUNS WITH LAND.** This Easement is appurtenant to the ISURP Property and Story County Property and runs with the land. This Easement shall be binding on and inure to the benefit of the owner of the ISURP Property and the owner of the Story County Property and each of their successors and assigns, as well as any of their permittees. The acceptance of a deed shall be conclusive evidence that any successor or assign agrees to be bound by the terms of this Easement.

7. **PERPETUAL EASEMENT.** This Easement shall continue in perpetuity unless terminated by written agreement between the owner of the ISURP Property and the owner of the Story County Property.

[Signatures Follow]

Signature Page – Shared Access Drive Easement

COUNTY OF STORY, IOWA

By: Lisa K Heddens

Name: Lisa K. Heddens

Title: chair

STATE OF Iowa)
) ss
COUNTY OF Story)

This record was acknowledged before me on this 27th day of FEBRUARY, 2024 by LISA K. HEDDENS, as CHAIR, BOS, of the County of Story, Iowa.

[Signature]
Signature of Notary Public

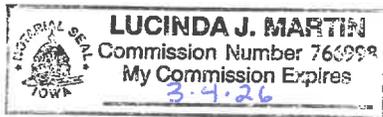


EXHIBIT A

STORY COUNTY PROPERTY EASEMENT AREA

That part of Outlot B in Iowa State University Research Park Phase III Second Addition to the City of Ames, Story County, Iowa, being described as follows: Beginning at the Northwest Corner of said Outlot B, thence S88°36'58"E, 235.76 feet along the north line thereof; thence S01°23'02"W, 47.48 feet to the Northeast Corner of Lot 1 in Iowa State University Research Park Phase III First Addition; thence N90°00'00"W, 212.53 feet to the Northwest Corner thereof; thence N22°30'00"W, 57.54 feet to the point of beginning, containing 11246.86 s.f.

EXHIBIT B

ISURP PROPERTY EASEMENT AREA

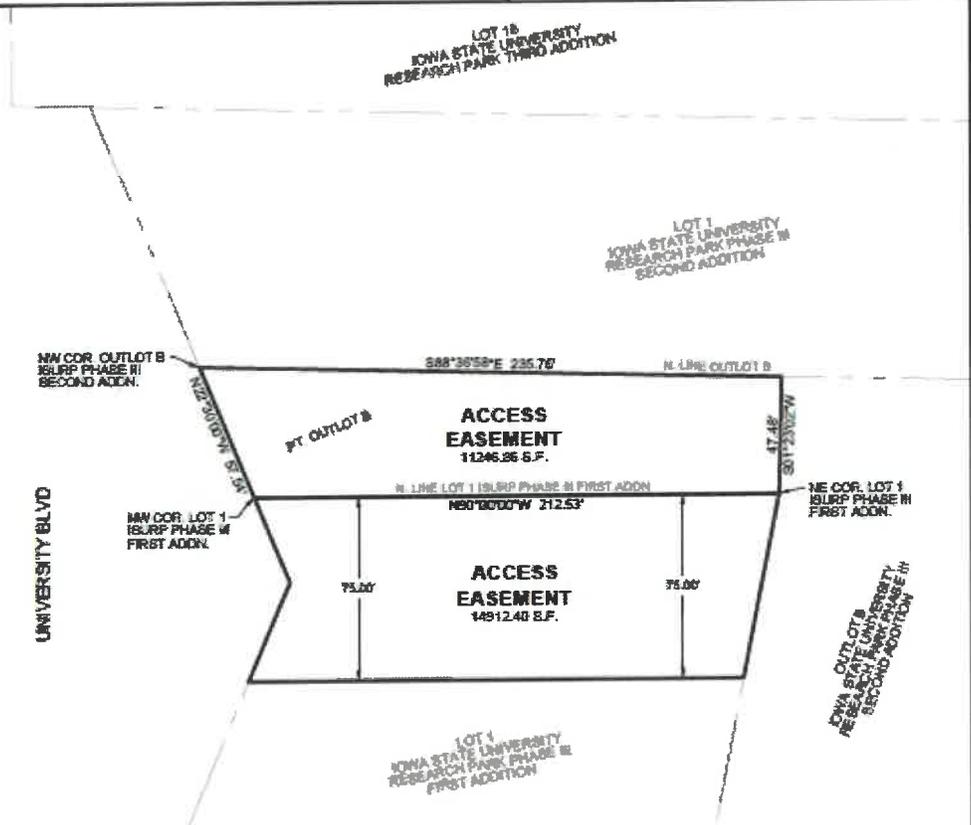
The North 75.00 feet of Lot 1 in Iowa State University Research Park Phase III First Addition to the City of Ames, Story County, Iowa, containing 14912.40 s.f.

EXHIBIT C

VISUAL DEPICTION OF EASEMENT AREA

[See Following Pages]

EASEMENT EXHIBIT	
LOCATION:	LOT 1, ISU RESEARCH PARK PHASE III FIRST ADDN OUTLOT B, ISU RESEARCH PARK PH. III SECOND ADDN CITY OF AMES, STORY COUNTY, IOWA
PROPRIETOR:	LOT 1: IOWA STATE UNIVERSITY RESEARCH PARK OUTLOT B: STORY COUNTY
PREPARED BY & RETURN TO:	R. BRADLEY STUMBO, PLS #17161 FOX STRAND AMES, IA 50010 515-233-0000



Survey Description - Access Easement:
That part of Outlot B in Iowa State University Research Park Phase III Second Addition to the City of Ames, Story County, Iowa, being described as follows: Beginning at the Northwest Corner of said Outlot B, thence S88°36'58"E, 235.76 feet along the north line thereof; thence S81°23'02"W, 47.48 feet to the Northeast Corner of Lot 1 in Iowa State University Research Park Phase III First Addition; thence N80°00'00"W, 212.53 feet to the Northwest Corner thereof; thence N22°30'00"W, 57.54 feet to the point of beginning, containing 11246.86 s.f.

AND
The North 75.00 feet of Lot 1 in Iowa State University Research Park Phase III First Addition to the City of Ames, Story County, Iowa, containing 14912.40 s.f.



FOX STRAND ASSOCIATED, P.C.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

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

R. Bradley Stumbo 11/30/23
R. BRADLEY STUMBO, PLS DATE
Licensee number 17161
My license renewal date is December 31, 2025.



(4350539.3).doc

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Michael D. Cox, Conservation Director, 56461 180th Street, Ames, Iowa 50010 515-232-2516

STORY COUNTY, IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 24-58

TO ENTER INTO AN IOWA WATER QUALITY INITIATIVE EASEMENT WITH THE IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP AND THE STORY COUNTY SOIL AND WATER CONSERVATION DISTRICT FOR CONSTRUCTION OF A WETLAND ON PROPERTY LEGALLY DESCRIBED AS: PRAIRIE VALLEY SUBDIVISION 1ST ADDITION LOT C SECTION 07 TOWNSHIP 84 RANGE 24 STORY COUNTY, IOWA, LOCALLY KNOWN AS PRAIRIE VALLEY PARK.

WHEREAS, The Iowa Department of Agriculture and Land Stewardship (IDALS) offers to fund and construct a wetland on Story County property as described on Easement attached as Exhibit A, and

WHEREAS, the Story County Conservation Board provides management for said property known as Prairie Valley Park, and

WHEREAS, the wetland is designed to remove water from an adjacent drainage district open ditch and pump it into the constructed wetland, and

WHEREAS, the wetland will serve the public good by removing nutrients from the water and providing other ecological services, and

WHEREAS, IDALS requires an easement between Story County, IDALS, and the Story County Soil and Water Conservation District, in order to fund and construct the wetland, and

WHEREAS, the easement is found to be consistent with goals for the property and with assisting efforts to improve water quality in Story County.

AND WHEREAS, Story County held a public meeting on this matter on the 27th day of February 2024.

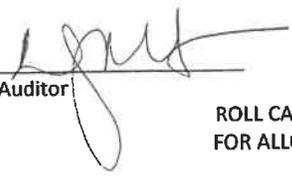
NOW, THEREFORE, IT IS HEREBY RESOLVED, that the County shall enter into the attached Iowa Water Quality Initiative Easement for the construction of a wetland as described above.

IT IS FURTHER RESOLVED the Chairperson of the Board of Supervisors and the Clerk to the Board of Supervisors are authorized and they are hereby directed to certify a copy of this Resolution as the voluntary act and deed of the Board of Supervisors of Story County, Iowa.

Dated this 27th day of FEBRUARY 2024.


Chairperson, Board of Supervisors

Attest:


County Auditor

ROLL CALL
FOR ALLOWANCE

Latifah Faisal Yea Nay Absent
Lisa Heddens Yea Nay Absent
Linda Murken Yea Nay Absent

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON Above tabulation made by 



Story County Conservation Board - McFarland Park 56461 180th 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
From: Michael D. Cox, Director
Date: February 27, 2024
Re: Consideration of Easement with the Story County Soil and Water Conservation District for Wetland Construction at Prairie Valley Park.

The attached easement places protections on an anticipated wetland at Prairie Valley Park. The wetland will be funded in its entirety by the Iowa Department of Agriculture and Land Stewardship. The protections included in the easement protect the ecological function of the wetland. Such protections are consistent with management goals for the park. This easement is required as a condition of receiving funding.

The Story County Conservation Board requests your approval.


Approval

Disapproval

2-27-24
Date

Date

IOWA WATER QUALITY INITIATIVE EASEMENT

For the consideration and obligations recited and provided for under this Agreement, which constitute substantial benefits to both Parties and are, therefore, adequate consideration for this Agreement as acknowledged by both Parties, Story County Conservation Board, **Grantor(s)**, hereby grant(s) to Story Soil and Water Conservation District, **Grantee**, its successors and assigns, a 30-year easement as described below, upon those parts of the following described land which has been restored, enhanced, or protected in the Iowa Water Quality Initiative (WQI), and which has significant ecological value as a means of reducing nitrate in surface waters, in exchange for Grantee's design, construction, and management of the wetland.

The property subject to this easement, hereinafter referred to as "Property", consists of 41.44 acres and is described on a Plat of Survey prepared by Daniel L. Marti, P.L.S. and dated January 2, 2023. A reduced copy of said Plat of Survey is attached hereto as EXHIBIT "A", and by this reference is incorporated herein. This Plat of Survey is also recorded as Instrument # 2024-00163 dated 1/8/2024 and has a Corrective Affidavit dated 1/19/2024 as Instrument # 2024-00328.

Grantor covenants that he/she is the owner in fee simple of the above-described Property and that the Property is free and clear of all encumbrances and liens except the following:

None

Intent of Parties

It is the intent of Grantor, by this conveyance, to grant an easement to Grantee on, over, and across the above-described Property, in order to conserve the ecological value of the Property and to prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the practices established as part of the Iowa WQI. Grantee is willing to accept this grant of a WQI easement in order to extend the environmental benefits subject to the terms, conditions, and restrictions set out herein and imposed hereby. The easement granted is for 30 years in duration, shall run with the land, and shall be binding upon and benefit the successors or assigns of both Grantor and Grantee.

Terms, Conditions and Covenants

This easement is subject to the following conditions:

1. Grantee shall have the right to enforce by proceedings at law or in equity the terms, conditions and covenants of this easement set forth below, it being agreed that there shall be no waiver or forfeiture of Grantee's right to ensure compliance with the terms, conditions and covenants of this easement by reason of any prior failure to act.
2. In the event of a breach of any term, condition or covenant of this easement by Grantor or any successor or assign of Grantor (hereafter collectively referred to as "Grantor"), Grantee shall notify the Grantor in writing of the breach. Grantor shall have thirty (30) days following receipt of such notice to undertake actions, including complete restoration, that are reasonably calculated to swiftly correct the conditions constituting the breach. If Grantor fails to take such corrective action within thirty (30) days, or fails to complete the necessary corrective action, Grantee may undertake such actions, including legal proceedings, as it deems necessary to effect such corrective action. The cost of such corrective action, including Grantee's expenses, court costs, and attorney's fees, shall be paid by Grantor, provided Grantor is determined to be responsible for the breach. Enforcement shall be at the discretion of the Grantee, and no omission or delay in acting shall constitute a waiver of any enforcement right. These enforcement rights are in addition to any other remedies available under Iowa law.
3. Grantor shall maintain vegetative cover and structural practices for a term of thirty (30) years (hereafter "the Maintenance Period") from the date of recording of this easement. Grantor shall restore to the original specifications any improvement which Grantor, without prior approval of Grantee, has altered or permitted to be altered. Maintenance includes, but is not limited to, any necessary replanting of vegetative cover and repair of the structure. Upon expiration of the Maintenance Period, the Grantor may discontinue said maintenance without violating the terms, conditions or covenants of this easement. Furthermore, neither the Grantor nor the Grantee shall be required to maintain the vegetative cover or structural practice beyond the Maintenance Period.
4. Grantee or its designee may continue to inspect the site following expiration of the Maintenance Period in order to determine a strategy for long-term maintenance of the Property including, but not limited to, the vegetative cover and structural practices.
5. Grantee, Iowa Department of Agriculture & Land Stewardship or their respective designees shall manage wetland water levels as needed to balance water quality performance and vegetation distribution. It is expected that drawdown will be needed for vegetation establishment and re-establishment and maintenance of the sediment forebay(s), and thereafter the water level shall be maintained as specified in the approved wetland design. Water-level manipulation will be done in such manner as to not infringe upon the vested drainage rights of up-stream or down-stream landowners. Pump(s) installed as part of the restoration must be operated at designed intervals during critical periods of operation.
6. Grantor is expressly prohibited during the 30-year Maintenance Period, absent prior express written approval of both Grantee and Iowa Department of Agriculture & Land Stewardship, from altering or allowing to be altered, any component of the vegetative cover and practices

covered by the approved specifications of this easement, including but not limited to, the structure and its components, earthwork, landscaping, tile drains and pipe conduits and outlets, pocket berms, erosion control practices, riprap, grout, geotextile, and vegetative cover.

7. Grantee is granted the right of ingress and egress to the Property to inspect the same to determine compliance with the terms of this easement. This includes the right to take Global Positioning System measurements or land surveys and to record measurements in a conservation practices database.
8. Except as otherwise allowed hereunder, there shall be no commercial, industrial, or single or multiple dwelling activity undertaken or allowed on the above-described Property during the period of this easement.
9. There shall be no construction or placement of temporary or permanent buildings, docks or other structures on the above-described Property. No mobile homes, trailers, or recreational vehicles providing permanent living quarters shall be placed on the above-described Property by either Grantor or Grantee. Existing structures may be maintained but may not be used for living quarters.
10. There shall be no building of new roads or widening of existing roads with the exception of the new maintenance road shown in Exhibit "B".
11. There shall be no filling, excavating, mining or drilling; no removal of topsoil, sand, gravel, rock, minerals, gas, oil or other products that result in the alteration of the surface topography or hydrology of the above-described Property; no disturbance of natural (uncultivated) vegetation; and no installation of mechanical devices upon the above-described Property.
12. There shall be no commercial timber harvest or livestock grazing on the above-described Property.
13. There shall be no use of the above-described Property for dumping of refuse, trash, garbage, rubbish, junk, ashes, farm waste, or other waste material.
14. Grantor reserves all rights as owner of the Property, including the right to use the above-described Property for purposes not inconsistent with the terms, conditions or covenants of this easement provided that these uses shall be in full accordance with all applicable local, state and federal laws and regulations.
15. Grantor further reserves the following specific rights:
 - A. Subject to paragraphs 9 and 10 above, the right to maintain and replace existing structures and roads.
 - B. The rights to all minerals, gas, oil, and other hydrocarbons currently held by Grantor shall remain with Grantor and are not conveyed by this easement.
16. Grantor, successors and assigns, shall pay any real estate taxes or assessments levied by competent authority on the above-described Property.

17. The Grantor may allow public access to the easement and may maintain mowed trails provided such use does not impact the ecological significance and value of the Property, such use is conducted in accordance with state and federal law, and such use is consistent with the terms, conditions, and covenants of this easement.
18. Eligibility of the above-described Property under United States Department of Agriculture ("USDA") programs shall be governed by applicable USDA rules and regulations.
19. Upon expiration of this easement, Grantor may utilize the Property as Grantor sees fit, subject to all state and federal laws and/or regulations including but not limited to the United States Army Corps of Engineers Section 404 policies and regulations. A plan describing the location and size of drainage tiles disabled and landuse prior to wetland establishment is attached as EXHIBIT "B" to document "prior condition". If additional drainage tiles are located during construction, their location and size will be described in a plan filed as an affidavit concerning this easement. The Grantee does not represent or guarantee that upon expiration of the easement, that the Property may be used for any particular purpose, and the Grantor acknowledges that upon expiration of the easement, applicable wetland laws and/or regulations may require that the Property continued to be utilized as a wetland.
20. Grantor shall be responsible for written notification to any present tenant or subsequent tenant of the existence of this easement and where a copy of the same may be located.
21. Grantor and Grantee recognize that this document cannot address every circumstance that may arise in the life of the easement. The parties agree that the purpose of this easement is to preserve, enhance, restore, and maintain the natural features and nitrate removal capacity of the above-described Property. Any use or activity not reserved in this easement which is inconsistent with the purposes of this easement, or which materially threatens the purpose of this easement, is prohibited.
22. The terms of this easement shall be deemed to run with the land and be binding upon and benefit all successors and assigns of both Grantor and Grantee.
23. In the event Grantor desires to undertake activities not explicitly permitted by and not prohibited by the provisions of this easement, or activities with respect to which Grantee's approval is specifically required by the provisions herein, Grantor shall request such approval from Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake such activity. The request shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this easement. Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request thereof. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this easement. Should Grantee fail to respond to Grantor's notice within the said 30-day response period, Grantee shall be deemed to have approved the proposed activity.
24. Grantor expressly approves the Grantee's use of the Property under this easement, including the specific structures and improvements contemplated in this easement. Grantor retains sole

responsibility for ensuring that the Grantee's use of the Property pursuant to the terms of this easement complies with all restrictive covenants, laws and regulations. Grantor retains sole responsibility for all costs arising out of any alleged or actual violations of any restrictive covenants, laws or regulations pertaining to the Property, including, but not limited to, costs arising out of Grantee or Iowa Department of Agriculture and Land Stewardship's activities authorized by this easement, costs incurred in restoring to a compliant state the Property, and any court and attorney costs incurred in defending the terms of this easement. The Grantee, in Grantee's sole discretion, may elect to remove easement structures and/or restore the Property due to a potential violation of any restrictive covenant, law, and/or regulation, and in such event Grantor agrees to cover all costs including reimbursement to Iowa Department of Agriculture and Land Stewardship for costs incurred in constructing the wetland.

Words used in this easement including the acknowledgment below shall be read as plural or singular and as masculine, feminine or neuter as required by the context.

Signature Pages Follow

STORY COUNTY BOARD of SUPERVISORS

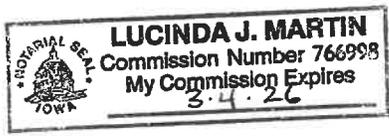
Signed this 27 day of February, 2024.

By: *Lisa K. Heddens*
Lisa Heddens, Chairperson

STATE OF IOWA }
 } SS
COUNTY OF STORY }

This instrument was acknowledged before me on 2.27.24 by Lisa Heddens,
Chairperson of the Story County Board of Supervisors.

Lucinda J. Martin
Notary Public in and for the State of Iowa



My commission expires MARCH 4, 2026

STORY SOIL AND WATER CONSERVATION DISTRICT

Signed this ____ day of _____, 2024.

By: _____
Kayla Bergman, Chair

STATE OF IOWA }
 } SS
COUNTY OF STORY }

This instrument was acknowledged before me on _____ by Kayla Bergman,
Chair of the Story Soil and Water Conservation District.

Notary Public in and for the State of Iowa

My commission expires _____, 20__

IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP

Signed this ____ day of _____, 2024.

By: _____
Grant Menke, Deputy Secretary of Agriculture

STATE OF IOWA }
 } SS
COUNTY OF POLK }

This instrument was acknowledged before me on _____ by Grant Menke,
Deputy Secretary of Agriculture.

Notary Public in and for the State of Iowa

My commission expires _____, 20__

Index/Legend	
Location:	PT NW1/4 7-84-24 STORY COUNTY
Requestor:	IOWA DEPT. OF AGRICULTURE STEWARDSHIP
Proprietor:	
Surveyor/Prepared By:	DANIEL L MARTI 1815 SW MAIN ST STE 205, ANKENY, IOWA 50023 PH # 515-984-5310
Surveyor Company:	JEO CONSULTING GROUP INC.
Return To:	1815 SW MAIN ST STE 205, ANKENY, IOWA 50023

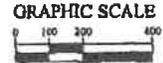
Instrument #: 2024-00163
 01/08/2024 10:18:07 AM Total Pages: 1
 SURV SURVEYS AND PLATS
 Recording Fee: \$ 7.00
 Stacie Harridge, Recorder, Story County Iowa

EXHIBIT "A"

FOR RECORDER'S USE ONLY

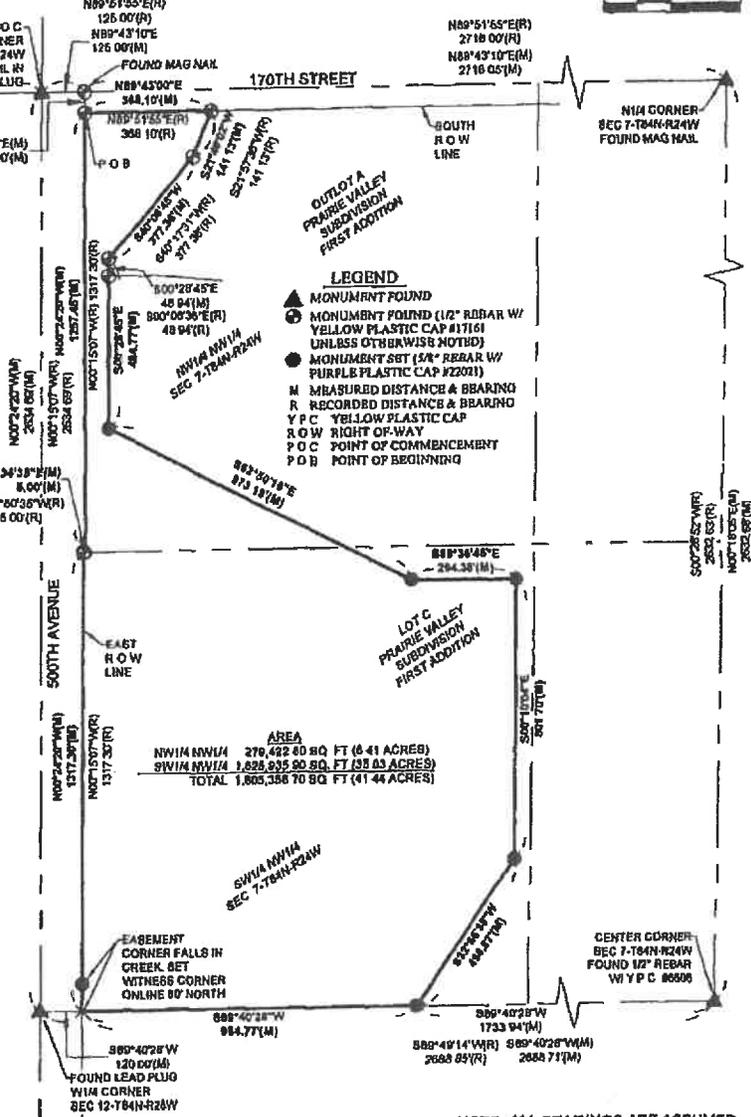
SURVEY FOR
 IOWA DEPARTMENT OF
 AGRICULTURE LAND STEWARDSHIP
 502 E 9TH STREET
 DES MOINES, IOWA 50319

PLAT OF SURVEY WETLAND EASEMENT



WETLAND EASEMENT DESCRIPTION:

AN IRREGULAR SHAPED WETLAND EASEMENT LOCATED IN LOT C OF PRAIRIE VALLEY SUBDIVISION FIRST ADDITION OF THE FRACTIONAL NW1/4 OF SECTION 7, TOWNSHIP 84 NORTH, RANGE 24 WEST OF THE 5TH P.M., STORY COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID FRACTIONAL NW1/4 SECTION 7, THENCE N89°43'10"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID FRACTIONAL NW1/4 OF SECTION 7, A DISTANCE OF 125.00 FEET, THENCE S00°24'20"E, A DISTANCE OF 80.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 170TH STREET, ALSO BEING THE NORTHWEST CORNER OF SAID LOT C, ALSO BEING THE POINT OF BEGINNING; THENCE N89°43'00"E ALONG THE NORTH LINE OF SAID LOT C ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF 170TH STREET, A DISTANCE OF 388.10 FEET TO THE NORTHWEST CORNER OF OUTLOT A OF PRAIRIE VALLEY SUBDIVISION FIRST ADDITION; THENCE S21°48'02"W ALONG THE WEST LINE OF SAID OUTLOT A, A DISTANCE OF 141.13 FEET; THENCE S40°08'45"W CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 377.38 FEET; THENCE S00°28'45"E, A DISTANCE OF 484.77 FEET, THENCE S82°50'18"E, A DISTANCE OF 873.19 FEET, THENCE S89°38'45"E, A DISTANCE OF 294.38 FEET, THENCE S00°10'04"E, A DISTANCE OF 801.70 FEET; THENCE S32°53'38"W, A DISTANCE OF 498.87 FEET TO THE SOUTH LINE SAID LOT C ALSO BEING THE SOUTH LINE OF THE FRACTIONAL SW1/4 OF THE NW1/4 OF SEC 7, THENCE S89°40'28"W ALONG SAID SOUTH LINE, A DISTANCE OF 884.77 FEET TO THE EAST RIGHT-OF-WAY LINE OF 500TH AVENUE; THENCE N00°24'20"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1317.30 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE S89°34'35"E, A DISTANCE OF 5.00 FEET, THENCE N00°24'20"W, A DISTANCE OF 1267.45 FEET TO THE POINT OF BEGINNING
 SAID EASEMENT CONTAINS 1,805,358.70 SQUARE FEET (41.44 ACRES) MORE OR LESS.



AREA	ACRES
NW1/4 NW1/4	276,422.60 SQ. FT. (6.41 ACRES)
SW1/4 NW1/4	1,828,936.50 SQ. FT. (41.83 ACRES)
TOTAL	1,805,358.70 SQ. FT. (41.44 ACRES)

NOTE: ALL BEARINGS ARE ASSUMED
 FIELD WORK COMPLETED BY DEC 1, 2023

DATE	1/2/2024
SCALE	1" = 400'
DRAWN	MDM
JOB NO	211951
FIELD BOOK	STORY CO #1
FIELD WORK	CLW
SHEET	1 OF 1
FILE NO	

800 723 8567
 Ankeny, IA 515 984 5310
 www.jeo.com

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

Daniel L. Marti 1/2/2024
 (Signature) (Date)

Printed or typed name: DANIEL L. MARTI
 License Number: 22021
 My license renewal date is December 31, 2025
 Pages or sheets covered by this seal: SHEET 1 OF SHEET 1

Instrument #: 2024-00328
01/19/2024 08:58:42 AM Total Pages: 2
01 OTHER AFFIDAVIT NONTRANSFER
Recording Fee: \$ 12.00
Stacie Herridge, Recorder, Story County Iowa



Affidavit-Correction of Plat of Survey

Recorder's Cover Sheet

Preparer Information:

Daniel L. Marti, 1615 SW Main St. Ste 205, Ankeny, IA 50023, Phone: (515) 964-5310

Taxpayer Information:

Story County Iowa, 56461 180th St, Ames, Iowa 50010

Return Document To:

Daniel L. Marti, 1615 SW Main St. Ste 205, Ankeny, IA 50023

Grantor:

Story County Iowa

Grantees:-

Story County Iowa

Affidavit

Correction of Plat of Survey Wetland Easement

I, Daniel L. Marti, a duly licensed Land Surveyor under the laws of the State of Iowa, am correcting a scrivener's error I made on a plat of survey filed in Instrument Number 2024-00163. The error is an incorrect section in a label for a section corner. The label reads as follows: FOUND LEAD PLUG W1/4 CORNER SEC 12-T84N-R25W. The correction is as follows: FOUND LEAD PLUG W1/4 CORNER SEC 7-T84N-R24W.

Daniel L. Marti

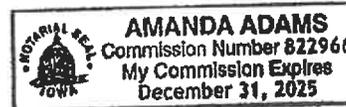
Daniel L. Marti, PLS 22021

State of Iowa

County of Polk

Signed or attested before me on 1.15.2024 (date)

by Daniel L. Marti (name(s) of person(s)).



Amanda Adams

(Stamp or Seal) (Signature of notarial officer)
Title (and Rank)

My commission expires: 12.31.2025



Story County Animal Control and Shelter
975 W. Lincoln Highway, Nevada, Iowa 50201

Ph. 515-382-3338
www.storycountyiowa.gov
AnimalWeb@storycounty.com

MEMORANDUM

DATE: February 27th, 2024
TO: Board of Supervisors
FROM: Anna Henderson, Animal Control Director
RE: Consideration of Resolution No. 24-30, Setting Fees for the Story County Animal Shelter and Repealing Previously Set Fees

Raising the Adoption Fees and Fines will help offset animal care costs, which have increased since our last fee change as well as additional treatments we provide for our adoptable animals. The baseline cost for getting an animal adoption ready varies from \$107.15 for an adult cat to \$182.71 for a puppy. These baseline costs do not include dental surgeries, emergency medical care, alternative parasite treatments or diagnostics some animals require. These are based on animals arriving with no prior medical background. These costs are lowered if an animal is surrendered with medical history, are already spayed or neutered, claimed by their owners or part of the ISU Junior Surgery Program. We have added additional and improved veterinary and shelter care services for our adoptable animals including microchipping, and additional testing. Cats are tested for two types of common feline viruses, and dogs are tested for heartworms and tick-borne diseases. Not only are these additional services an accepted higher standard of care for shelter animals, but will also save adopters additional costs after adoption and prevent their current animals from exposure to parasites or sickness.

After reviewing the fee schedule and fines at several animal shelters and rescues in central Iowa I believe increasing the adoption fees slightly will not be a barrier to adoption and still allow swift animal adoptions. Currently, adoption fees at several central Iowa shelters and rescues are set anywhere from \$35 - \$100 for adult cats, \$50-\$125 for kittens, \$75-\$200 for adult dogs, and \$100-\$450 for puppies. Historically, our adoption fees were set low to encourage adoption. My goal would be to keep it affordable but slightly increase the adoption fees to \$50 for adult cats and \$75 for kittens as well as \$75 for adult dogs and \$100 for puppies. Because all dogs and cats are now spayed or neutered before adoption, the refund available for those services should now be eliminated. I would also recommend that running at large, and no rabies tag fees remain unchanged, but all other fees be increased and simplified Please see attachment for proposed new shelter fees.

I recommend the board approve proposed changes to the Story County Animal Shelter's Fee schedule.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared By: Anna Henderson, Director, Story County Animal Control
975 W Lincolnway, Nevada, Iowa 50201 | 515-382-3338 | ahenderson@storycountyia.gov

Please return to:
Animal Control

**STORY COUNTY, IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 24-30**

**A RESOLUTION TO SET FEES FOR THE STORY COUNTY
ANIMAL SHELTER AND REPEAL PREVIOUSLY SET FEES**

WHEREAS, Board of Supervisors of Story County, Iowa, determines that shelter fees for the Story County Animal Shelter are in need of review and revision and to that end the following findings and resolution are made and adopted; and

WHEREAS, the current animal control ordinance as set forth in Chapter 45, Animal Control and Welfare of the Story County, Iowa Code of Ordinances, specifically Section 45.05 Shelter Fees and Procedures, Subsection 2 states:

2. Shelter fees shall be adopted by resolution of the Board of Supervisors; and

WHEREAS, fees related to animal control and welfare have not been amended since 2011; and

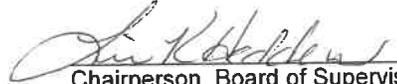
WHEREAS, the Story County Animal Shelter and its staff provide valuable services to animals and citizens making it necessary and advisable to ensure that the Story County Animal Shelter maintain its excellent service history; and

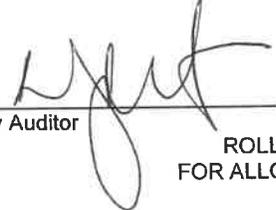
WHEREAS, the Story County Animal Shelter fees attached hereto as Exhibit "A", are recommended by the Director of the Story County Animal Shelter and appear in all respects to be reasonable and necessary.

NOW, THEREFORE, BE IT RESOLVED that the schedule of fees attached hereto as Exhibit "A", as well as all other costs and/or fees which may be lawfully claimed by the Story County Animal Shelter against the owner or custodian of an animal coming into the care and/or custody of the Story County Animal Shelter are hereby adopted and shall become effective as of midnight on April 1st, 2024. All other fee schedules whether adopted by resolution or not shall become void and held for naught as of 11:59 p.m., on March 31st, 2024.

IT IS FURTHER RESOLVED that the Chairperson of the Board of Supervisors and the Clerk to the Board of Supervisors are authorized and they are hereby directed to certify a copy of this Resolution as the voluntary act and deed of the Board of Supervisors of Story County, Iowa.

Dated this 27th day of FEBRUARY, 2024.


Chairperson, Board of Supervisors

Attest: 
County Auditor

ROLL CALL
FOR ALLOWANCE

Latifah Faisal Yea Nay Absent
Lisa Heddens Yea Nay Absent
Linda Murken Yea Nay Absent

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON Above tabulation made by 83

EXHIBIT A

Proposed New Fees 2024

Running At Large	
1st offense	\$25.00
2nd offense	\$50.00
3rd and subsequent offense	\$100.00
Nuisance	
1st offense	\$50.00
2nd offense	\$100.00
3rd and subsequent offense	\$150.00
Disturbance	
1st offense	\$50.00
2nd offense	\$100.00
3rd and subsequent offense	\$150.00
No Rabies Tag	
1st offense	\$25.00
2nd offense	\$50.00
3rd and subsequent offense	\$100.00
Ownership Release Fee in County	
Dog	\$20.00
Cat	\$20.00
Litter of Kittens or Puppies(2 or more)	\$30.00
Rabbits	\$20.00
Guinea Pigs/Other small pets	\$15.00
Ownership Release Fee out of County	
Dog	\$30.00
Cat	\$30.00
Litter of Kittens or Puppies(2 or more)	\$40.00
Rabbits	\$30.00
Guinea Pigs/Other small pets	\$20.00
Adoption Fees	
Kittens (under 6 months)	\$75.00
Adult Cat	\$50.00
Puppy (under 6 months)	\$100.00
Adult Dog	\$75.00
Working/Barn Cat	No Cost
Rabbit	\$20.00
Guinea Pig/Small Pet	\$15.00
Farm Animal/Exotic Pet	Shelter Discretion
Other Associated Fees	

Boarding

Impounded Dog or Cat	\$10.00
Quarantine of animal from bite incident	\$15.00
Flea treatment inf impounded	\$15.00

If animal has been picked up or impounded with injuries or health issues which require veterinarian care or medicine applicable to injury or sickness, owner will assume cost if claimed

Bi-Weekly ARPA Draw Down Report

Updated February 22, 2024

DATE	Subrecipient	Project Status (as reported to US Treasury)	Amount Awarded	Cumulative (as of date of report)	EXPENDITURES			
					Percentage of Total Funding			
					Projected Amounts	As of 1/24/24 Actual	As of 2/8/24 Actual	As of 2/22/24 Actual
1	The Whistle Stop Childcare Center and Preschool	Completed less than 50%	\$ 250,000.00	\$ 105,360.91	46%	38%	42%	42%
3	Boys and Girls Clubs of Story County	Completed less than 50%	\$ 275,000.00	\$ 96,148.34	35%	33%	35%	35%
5	City of Collins	Completed less than 50%	\$ 340,000.00	\$ 133,585.60	98%	39%	39%	39%
6	City of Collins	Completed 50% or more	\$ 277,500.00	\$ 235,422.05	100%	49%	49%	85%
7	City of Collins	Completed	\$ 54,400.00	\$ 54,400.00	100%	100%	100%	100%
9	Nevada Food at First	Completed less than 50%	\$ 45,650.00	\$ 18,412.29	40%	40%	40%	40%
10	City of Cambridge	Completed	\$ 250,000.00	\$ 43,580.88	52%	17%	17%	17%
11	Heartland Senior Services of Story County	Completed less than 50%	\$ 300,000.00	\$ 300,000.00	100%	100%	100%	100%
12	Good Neighbor Emergency Assistance, Inc	Completed less than 50%	\$ 104,857.00	\$ 10,697.08	10%	10%	10%	10%
13	Youth and Shelter Services (DBA YSS)	Completed less than 50%	\$ 1,100,000.00	\$ 131,336.47	15%	7%	7%	12%
15	City of Story City	Completed 50% or more	\$ 302,500.00	\$ -	8%	0%	0%	0%
16	United Way of Story County	Completed 50% or more	\$ 521,300.00	\$ 133,001.22	33%	26%	26%	26%
17	United Way of Story County	Completed less than 50%	\$ 182,610.00	\$ 77,962.89	57%	43%	43%	43%
18	City of Huxley	Completed 50% or more	\$ 500,000.00	\$ -	40%	0%	0%	0%
20	City of Slater	Completed	\$ 500,000.00	\$ 500,000.00	100%	100%	100%	100%
21	Project IOWA	Completed 50% or more	\$ 100,000.00	\$ 62,229.58	78%	62%	62%	62%
22	Assault Care Center Extending Shelter and Support	Completed less than 50%	\$ 552,900.00	\$ -	44%	0%	0%	0%
24	City of Zealing	Completed 50% or more	\$ 134,330.00	\$ 134,330.00	47%	12%	12%	100%
26	Primary Health Care	Completed less than 50%	\$ 525,094.00	\$ 235,946.28	53%	42%	45%	45%
27	Colo Development Group	Not Started	\$ 249,780.00	\$ -	8%	0%	0%	0%
29	The Bridge Home	Completed 50% or more	\$ 855,000.00	\$ 593,856.04	74%	68%	68%	69%
30	Home Allies, Inc.	Not Started	\$ 68,200.00	\$ -	0%	0%	0%	0%
31	City of Roland	Completed less than 50%	\$ 1,000,000.00	\$ 110,270.60	12%	4%	4%	11%
32	Story County Housing Trust	Completed less than 50%	\$ 470,000.00	\$ 9,000.00	6%	2%	2%	2%
38	Ames Chamber of Commerce	Completed 50% or more	\$ 610,450.00	\$ 418,550.01	69%	69%	69%	69%
40	City of Story City - Bertha Bartlett Library	Completed less than 50%	\$ 120,000.00	\$ -	8%	0%	0%	0%
41	Ames Historical Society	Completed less than 50%	\$ 150,000.00	\$ 150,000.00	100%	100%	100%	100%
42	City of Ames	Completed less than 50%	\$ 500,000.00	\$ -	NA	0%	0%	0%
43	Childserve	Completed less than 50%	\$ 178,000.00	\$ -	0%	0%	0%	0%
45	MIPA	Completed less than 50%	\$ 191,000.00	\$ 58,667.00	38%	31%	31%	31%
46	Huxley Communications	Not Started	\$ 30,000.00	\$ -	NA	0%	NA	NA
47	Stratford Regional Telephone	Not Started	\$ 30,000.00	\$ -	NA	0%	NA	NA
48	Colo Telephone Company	Not Started	\$ 5,500.00	\$ -	NA	0%	NA	NA
49	Colo-Nesco School	Completed less than 50%	\$ 50,000.00	\$ -	NA	0%	NA	NA
50	City of Nevada	Not Started	\$ 100,000.00	\$ -	NA	0%	NA	NA
51	Colo Telephone Company	Not Started	\$ 30,000.00	\$ -	NA	0%	NA	NA
TOTALS			\$ 10,954,071.00	\$ 3,612,757.24	29%	30%	33%	33%

Bi-Weekly ARPA Draw Down Report

		COMPLETED PROJECTS (FUNDING)		EXPENDITURES			
				Amount Awarded		Percentage of Total Funding	
Number	Subrecipient	Project Status	Cumulative (as of date of report)	Projected Amounts	As of	As of	As of
					1/24/24 Actual	2/8/24 Actual	2/8/24 Actual
7	City of Collins	Completed	\$ 54,400.00	100%	100%	100%	100%
11	Heartland Senior Services of Story County	Completed less than 50%	\$ 300,000.00	100%	100%	100%	100%
20	City of Slater	Completed	\$ 500,000.00	100%	100%	100%	100%
24	City of Zearing	Completed 50% or more	\$ 134,330.00	47%	12%	12%	100%
41	Ames Historical Society	Completed less than 50%	\$ 150,000.00	100%	100%	100%	100%
TOTALS			\$ 1,138,730.00	\$ 1,138,730.00	100%	100%	100%

		PROJECTS ON TIME AS PROJECTED (ACTUAL EQUAL TO OR GREATER THAN PROJECTED)							
Number	Subrecipient	Project Status (as reported to US Treasury)	Amount Awarded		Cumulative (as of date of report)	EXPENDITURES			
			Projected Amounts	As of 1/24/24 Actual		As of 2/8/24 Actual	As of 2/8/24 Actual		
3	Boys and Girls Clubs of Story County	Completed less than 50%	\$ 275,000.00	35%	\$ 96,148.34	33%	35%	35%	
9	Nevada Food at First	Completed less than 50%	\$ 45,650.00	40%	\$ 18,412.29	40%	40%	40%	
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30	Home Allies, Inc.	Not Started	\$ 68,200.00	0%	-	0%	0%	0%	
38	Ames Chamber of Commerce	Completed 50% or more	\$ 610,450.00	69%	\$ 418,550.01	69%	69%	69%	
43	Childserve	Completed less than 50%	\$ 178,000.00	0%	-	0%	0%	0%	

Bi-Weekly ARPA Draw Down Report

PROJECTS NOT ON TIME AS PROJECTED				EXPENDITURES				
Number	Subrecipient	Project Status (as reported to US Treasury)	Amount Awarded	Cumulative (as of date of report)	Percentage of Total Funding			
					Projected Amounts	As of 1/24/24	As of 2/8/24	As of 2/8/24
1	The Whistle Stop Childcare Center and Preschool	Completed less than 50%	\$ 250,000.00	\$ 105,360.91	46%	38%	42%	42%
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42	City of Ames	Completed less than 50%	\$ 500,000.00	\$ -	NA	0%	0%	0%
45	MIPA	Completed less than 50%	\$ 191,000.00	\$ 58,667.00	38%	31%	31%	31%



Planning and Development Department
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7245
www.storycountyiowa.gov

February 22, 2024

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP CFM
RE: Discussion and Direction on Amendment with Project Iowa
DATE: February 22, 2024

Project is requesting the Board of Supervisors consideration of modifying the approved project funded through ARPA funds as outlined in the information below. Based on the direction given by the Board to staff, the next steps would be to direct staff in one of the following:

- Develop an amendment to the agreement and distribute to the subrecipient for signature and then action by the Board to approve and sign; or
- Place the request on a future additional item of the Board of Supervisors to take formal action to deny.

Revised Request Submitted by Project Iowa:

Project Iowa is requesting to move funding around within our obligated budgets we were originally awarded. The changes we are wanting to make is to move the \$10,000.00 in technology costs that were approved to different expenses - \$5,000.00 to Recruitment and Marketing and the other \$5,000.00 to personnel. When we originally applied for the ARPA funding, we had another grant request out as well to get some new technology and our organization was approved for that funding, so we purchased the technology we needed through that grant and are utilizing that to loan out laptops, hotspots, and mobile data cards to individuals who enroll in our Cultivating Careers program virtually and need them. We would like to shift that money to have a greater impact in Story County by reaching more individuals to tell them about our programming. Moving the other \$5,000.00 to personnel time will assist us in reaching our outcomes as we have seen a great deal of need to complete one-on-one work in Story County as we have gotten more involved in the community. Lance, our Career Coach, is working one-on-one with 5 individuals at this time who English is their second language and are refugees from Ukraine and Liberia. After speaking with them, the Cultivating Careers course would be too large of language barrier, so we are serving them in a one-on-one capacity to assist with resume development and career



Planning and Development Department
Ph. 515-382-7245

obtainment. The other request we are wanting to make in terms of our budget is to move \$6,000.00 from Facilitation costs to personnel as we anticipate doing more one-on-one work with individuals so shifting those costs to personnel will help with that. We do not believe that these changes will impact the number of people we are able to serve within Story County, in fact, we are hoping with the investment into Recruitment and Marketing that we will gain a larger following in Story County and continue to be able to serve individuals far beyond the grant timeline. We just could not have anticipated the need for one-on-one work prior to getting to know the community and identifying the needs. The ultimate outcome for all those served from Story County is employment placement with livable wage careers. I have attached a spreadsheet that outlines the changes we would like to make as well. Thank you for your consideration. (Staff note: that is the table below.)

	Remaining Amounts	Personnel	Facilitators	Recruitment/Marketing	Technology	Total Remaining
		\$13,444.48	\$11,300.00	\$3,025.94	\$10,000.00	\$37,770.42
		+		+	-	
Request 1	Move from Technology	\$5,000.00	No change	\$5,000.00	\$10,000.00	
	Request 1 Totals	\$18,444.48	\$11,300.00	\$8,025.94	\$0.00	\$37,770.42
		+	-			
Request 2	Move from Facilitation	\$6,000.00	\$6,000.00	No Change	No Change	
	Request 2 Totals	\$24,444.48	\$5,300.00	\$8,025.94	\$0.00	\$37,770.42

Please let me know if you have any questions or would like any additional information provided for the Board's consideration.