

The Board of Supervisors met on 7/16/24 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, and Linda Murken, and Latifah Faisal (via Zoom), with Heddens presiding. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov); any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6<sup>th</sup> Street, Nevada, Iowa)

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

**CAMP FIRE:** Executive Director Kelly Peterson expressed appreciation for the ongoing Analysis of Social Services Evaluation Team (ASSET) funds and provided highlights from the submitted report.

**MINUTES:** 7/9/24 Minutes – Faisal moved, Murken seconded approving 7/9/24 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) pay adjustment-correction, effective 6/30/24 in a) Attorney's Office for Shawna Johnson-Miers @ \$4,834.06/bw; 2) pay adjustment, effective 7/18/24, in a) Engineer's Office for Brian Moore @ \$3,684.25/bw; b) Sheriff's Office for John Asmussen @ \$4,699.18/bw; Nancy Denekas @ \$2,548.80/bw; Jason Grubbs @ \$3,309.60/bw. Murken moved, Faisal seconded approving Personnel Actions. Roll call vote. (MCU)

**CLAIMS:** 7/18/24 Claims of \$543,455.27 (run date 7/12/24), 33 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 (\$1,841.41), Emergency Management (\$734.59), E911 (\$680.07), County Assessor (\$1,701.79), City Assessor (\$42,111.81), Central Iowa Community Services (\$1,078,421.79). Faisal moved, Murken seconded approving claims as presented. Roll call vote. (MCU)

Murken moved, Faisal seconded approving Consent Agenda as presented.

1. Lease Agreement between Story County and Optima Life Services, Inc. for 3911 Calhoun Avenue, Ames, Iowa, for \$5,405.00 a month, effective 7/1/24-6/30/25
2. Lease Agreement between Story County and Optima Life Services, Inc. for 620 Duluth Street, Ames, Iowa, for \$5,423.00 a month, effective 7/1/24-6/30/25
3. Amendment No. 2 to the American Rescue Plan Act (ARPA) Grant Agreement between Primary Health Care and Story County
4. Quarterly and Fiscal Year Reports for the following offices: Auditor; Recorder; Sheriff
5. FY24 Inventory Report
6. One-Time Equipment Offer with Verizon for County-Issued Cell Phones to Sworn Personnel within Sheriff's Office
7. Ames Community Preschool Center (ACPC) Annual Report
8. Purchase Agreement with Gold Whitten III, LLC-Dowd Creek Mitigation Bank for the Heart of Iowa Nature Trail (HOINT) Paving Project Phases 4-6 for \$12,450.00
9. Purchasing Subscription to Adobe Creative Cloud for use by Planning and Development for not more than \$500.00 (unbudgeted)

Roll call vote. (MCU)

**RESOLUTION #25-03, UN-COMMITMENT OF FUND BALANCE:** Lisa Markley, Assistant Auditor, reported in FY17, \$1.6M received from the Dakota Access Pipe Line (DAPL) was committed for conservation projects. The County un-commits funds every year for qualifying projects. The amount for FY25 is \$55,604.00. Faisal moved, Murken seconded approval of Resolution #25-03, Un-Commitment of Fund Balance. Roll call vote. (MCU)

**RESOLUTION #25-04, FY24 FUND BALANCE RESOLUTION:** Lisa Markley, Assistant Auditor, provided an overview on the process to assign year-end fund balances per the Governmental Accounting Standards Board (GASB). Discussion took place. Murken moved, Faisal seconded approval of Resolution #25-04, FY24 Fund Balance Resolution. Roll call vote. (MCU)

**RESOLUTION #25-01, SPEED LIMIT AUTHORIZATION:** Darren Moon, Engineer, reported on the request for two road segments south of the City of Gilbert on Grant Avenue. Faisal moved, Murken seconded approving Resolution #25-01, Speed Limit Authorization. Roll call vote. (MCU)

**SLATER CHILDCARE PROJECT ADDITIONAL FUNDING REQUEST:** Elizabeth Umland, Stepping Stone Childcare, reported on needed changes and funding shortfall. Umland stated the City of Slater voted to approve \$35,000.00 if the Board approves an equal amount. Discussion took place. Taylor Christiansen, Mayor of Slater, reported on location and need. Additional discussion took place. Murken voiced concerns. Umland reported on upcoming goals. Lisa Markley, Assistant Auditor, reported fund availability. Leanne Harter, Planning and Development Director, reported on the amendment process. Murken summarized the funding. Faisal moved, Murken seconded approving Slater Childcare Project Additional Funding Request for \$35,000.00 from un-assigned general funds. Roll call vote. (MCU)

**RESOLUTION #25-05, TEMPORARILY WAIVING PERMIT FEES FOR REPAIR OR RECONSTRUCTION FOR STORM-DAMAGED STRUCTURES:** Leanne Harter, Planning and Development Director, reported this is to address tornado damage from 5/21/24. If approved, notice will be sent to approximately 15 affected dwellings. Discussion took place. Murken moved, Faisal seconded approving Resolution #25-05, Temporarily Waiving Permit Fees for Repair or Reconstruction for Storm-Damaged Structures. Roll call vote. (MCU)

**ENGINEER'S QUARTERLY REPORT:** Engineer Darren Moon reported on maintenance work, disaster recovery, construction updates and design, federal and state legislative impacts, and state and federal transportation projects in the County. He reported on City of Ames projects that impact County roads, utility permits, drainage districts, a paving request, and staffing. Discussion took place.

**PLANNING AND DEVELOPMENT QUARTERLY REPORT:** Director Leanne Harter reported on permitting, development review, boards, and other activities.

**FY24 QUARTERLY FINANCIAL REPORT:** Lisa Markley, Assistant Auditor, reported on year-end fiscal conditions, expenditures, revenues, and ending fund balances by fund. Discussion took place.

**AMERICAN RESCUE PLAN ACT (ARPA) FINANCIAL UPDATE:** Lisa Markley, Assistant Auditor, reviewed the current status. She reported on FY25 amendment of funds not used, internal projects, external projects, funds spent, and unassigned, revenue loss, and overall amount not assigned. Discussion took place.

**DIRECTION ON AMENDMENT WITH THE CITY OF CAMBRIDGE REGARDING THE AMERICAN RESCUE PLAN ACT (ARPA) AGREEMENT:** Leanne Harter, Planning and Development Director, reported on a possible amendment to access unused funds from the completed project. Discussion took place. Harter requested direction from the Board to develop an amendment to the agreement or put the request on a future agenda to take formal action to deny. The Board directed staff to prepare a contract amendment

**UPCOMING AGENDA ITEMS:** Heddens reported two future items.

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

Murken moved, Faisal seconded to adjourn at 11:41 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Tentative Agenda  
Administration Building,  
900 6th St., Nevada, IA  
7/16/24

1. SPECIAL NOTE TO THE PUBLIC: (2) - This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

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

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

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

Please click this URL to join. [HTTPS://US02WEB.ZOOM.US/J/85664360392?](https://us02web.zoom.us/j/85664360392?pwd=EERQTXLWVTVNRK5LVGJPMUEZBVR5QT09)  
[PWD=EERQTXLWVTVNRK5LVGJPMUEZBVR5QT09](https://us02web.zoom.us/j/85664360392?pwd=EERQTXLWVTVNRK5LVGJPMUEZBVR5QT09)

Passcode: 768469

Or Telephone:

+13092053325,,85664360392# US

+13126266799,,85664360392# US (Chicago)

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

+1 309 205 3325 or +1 312 626 6799 (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:

- I. Camp Fire - Kelly Peterson, Executive Director

Department Submitting Auditor

Documents:

CAMP FIRE.PDF

7. CONSIDERATION OF MINUTES:

- I. 7/9/24 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) pay adjustment-correction, effective 6/30/24 in a) Attorney's Office for Shawna Johnson-Miers @ \$4,834.06/bw; 2) pay adjustment, effective 7/18/24, in a) Engineer's Office for Brian Moore @ \$3,684.25/bw; b) Sheriff's Office for John Asmussen @ \$4,699.18/bw; Nancy Denekas @ \$2,548.80/bw; Jason Grubbs @ \$3,309.60/bw

Department Submitting Auditor

9. CONSIDERATION OF CLAIMS:

I. 7/18/24 Claims

Department Submitting Auditor

Documents:

CLAIMS 071824.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 Lease Agreement Between Story County And Optimae Life Services, Inc. For 3911 Calhoun Ames IA For \$5,405.00 Monthly Effective 7/1/24 - 6/30/25

Department Submitting Facilities Management

Documents:

CALHOUN LEASE 2024.PDF

II. Consideration Of Lease Agreement Between Story County And Optimae Life Services, Inc. For 620 Duluth Ames IA For \$5,423.00 Monthly Effective 7/1/24 - 6/30/25

Department Submitting Facilities Management

Documents:

DULUTH LEASE 2024.PDF

III. Consideration Of Amendment No. 2 To The American Rescue Plan Act (ARPA) Grant Agreement Between Primary Health Care And Story County

Department Submitting Board of Supervisors

Documents:

Department Submitting Planning and Development

Documents:

ADOBE CREATIVE CLOUD.PDF

11. PUBLIC HEARING ITEMS:

12. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Resolution #25-03, Un-Commitment Of Fund Balance  
- Lisa Markley

Department Submitting Auditor

Documents:

RES 25 03.PDF

- II. Discussion And Consideration Of Resolution #25-04, FY24 Fund Balance Resolution-  
Lisa Markley

Department Submitting Auditor

Documents:

RES 25 04.PDF

- III. Discussion And Consideration Of Resolution #25-01, Establishing Speed Limit 1) On  
Grant Avenue 1380' South Of Cedar Drive Shall Be Established At 45 MPH, 2) Then End  
Of Segment 1, North 780' To The Beginning Of Existing 25 MPH Speed Zone Shall Be  
Established At 35 MPH - Darren Moon.

Department Submitting Engineer

Documents:

RESOLUTION 25 01.PDF

- IV. Discussion And Consideration Of Slater Childcare Project Additional Funding Request –  
Crystal Davis And Leanne Harter

Department Submitting Board of Supervisors

Documents:

NEW REQUEST.PDF  
ORIGINAL MOU.PDF  
AMD NO 1.PDF  
SLATER MINUTES.PDF

- V. Discussion And Consideration Of Resolution #25-05, Temporarily Waiving Permit Fees  
For Repair Or Reconstruction For Storm-Damaged Structures - Leanne Harter

PHC ARPA.PDF

IV. Consideration Of Quarterly And Fiscal Year Reports For The Following: Auditor, Recorder, And Sheriff

Department Submitting Auditor

Documents:

AUDITOR.PDF  
RECORDER.PDF  
SHERIFF.PDF

V. Consideration Of FY24 Inventory Report

Department Submitting Auditor

Documents:

FY24 INVENTORY.PDF

VI. Consideration Of One-Time Equipment Offer With Verizon For County Issued Cell Phones To Sworn Personnel Within Sheriff's Office  
Proprietary Information

Department Submitting Sheriff

Documents:

VERIZON.PDF

VII. Consideration Of ACPC Submitted Annual Report

Department Submitting Auditor

Documents:

ACPC.PDF

VIII. Consideration Of Purchase Agreement With Gold Whitten III, LLC-Dowd Creek Mitigation Bank For The Heart Of Iowa Nature Trail Paving Project Phases 4-6 For \$12,450.00

Department Submitting Conservation

Documents:

GOLD WHITTEN PURCHASE AGREEMENT.PDF

IX. Consideration Of Purchasing Subscription To Adobe Creative Cloud For Use By Planning And Development For Not More Than \$500.00 (Unbudgeted)

Department Submitting Planning and Development

Documents:

RES 202505.PDF

13. DEPARTMENTAL REPORTS:

I. Engineer Quarterly Report - Darren Moon

Department Submitting Auditor

Documents:

ENG QRTR RPRT.PDF

II. Planning And Development Quarterly Report - Leanne Harter

Department Submitting Planning & Development

Documents:

Q2 2024.PDF

14. OTHER REPORTS:

I. FY24 Quarterly Financial Report - Lisa Markley

Department Submitting Auditor

Documents:

QUARTERLY STORY COUNTY FINANCIAL REPORT FY24.PDF

II. ARPA Financial Update - Lisa Markley

Department Submitting Auditor

Documents:

ARPA UPDATE.PDF

III. Discussion And Direction On Amendment With The City Of Cambridge Regarding The American Rescue Plan Act (ARPA) Agreement - Crystal Davis, Leanne Harter, Robert Chubbic, And Susan Roberts

Department Submitting Planning and Development

Documents:

CAMBRIDGE AMD RQST.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  
7/16/24

NAME

AGENCY

DAMEN MOUR  
Taylor Christensen  
Elizabeth Umland  
Kelly Peterson  
Scott KRUSE WHKS  
Leanna Ellis  
Greg Wilson  
Crystal Davis  
Gwendolyn  
Susan Roberts  
Bobbie  
Leanne  
Diana Markey

EJG  
Slater Mayor  
Campfire  
Aquila  
AREA - Ames Chamber  
BOS  
BOS  
Cambridge  
Cambridge  
P+D  
A&A



**Story County Board of Supervisors  
July 16,2024**

**Board of Supervisors' ASSET Allocation**

FY 2023/2024 \$5,000 and we expended \$4,990.41

Camp Fire Heart of Iowa appreciates your ongoing commitment and support for the young people of Story County we serve.

**FY 2023/2024 Overview**

Another year of change, growth, and opportunities! We started the Camp Fire year with the Board and staff participating in strategic planning together. A collaborative exercise to help define and create realistic expectations, objectives, and goals for the future that are in line with the mission and values of our organization. We re-launched our before and after-school program in Prairie City, which continues to grow as does our partnership with Des Moines Public Schools. We had more schools request our after-school programming services, which provide STEM and other educational outdoor activities, constituting the heart of what Camp Fire provides for young people. Our fall and winter programs leading up to summer saw many familiar faces and new friends participating in our School Day Off Camps as well as our Winter and Spring Break Day and Overnight Camps. Haunted Hantesa had a record number of families participating! We were successful in providing reliable, quality programming any time school was not in session during both the during the school year and summer.

**Unduplicated Participants: 1,500**

- **449 Story County Youth Served**

**Financial Assistance: \$66,500**

- **180 Individual Assisted**
- **50 Story County Participants Received Some Sort of Financial Assistance (Tiered pricing, Grants, Scholarships).**

**Program Hours: 145,996**

**Camper Days: 13,779**

**Program Days: 284/365**

**Volunteers: 105 Representing 1,428 Hours**

## PROGRAM DESCRIPTION

Camp Canwita is located on North Duff in Ames, Iowa. This secluded day camp provides a wonderful natural setting for youth K-8 to run, explore, and experience nature! Campers spend the week in tight-knit groups led by our dedicated counselors that help them explore new activities centered around a weekly theme. Campers are divided into groups based on their age and each age range has a different, age-appropriate schedule of activities. Each week's program is specifically designed to engage, challenge, and excite with a variety of outdoor-focused activities. Each week also includes STEM, SEL, and literacy activities to help campers have fun while practicing essential life and academic skills. Swimming takes place off-site at public pools and generally occurs twice per week along with a weekly field trip!

Our traditional, week-long overnight camps are life-changing experiences! Traditional summer camp takes place at Camp Hantesa in Boone and activities such as archery, outdoor skills, swimming, etc. are offered every week and **campers create their own schedule choosing from an exciting roster of options each session!** Each week's theme adds in fresh activities, ensuring every week of overnight camp is a unique, engaging experience for even our most veteran campers! School Day Off camps bring all the fun of summer camp into one action-packed day! Each day includes transportation from designated community sites listed by each date below, a hot lunch, and a full day of

counselor-led activities at Camp Hantesa! Experience overnight camp in a brand-new way during winter or spring break! Join us for a mini week of winter or spring fun as we explore some of our favorite winter/spring games and activities during the day and explore local attractions in the evening!

## IMPACT STORY

Camp Fire Heart of Iowa  
From Summer 2023

**“Familiar, Comfortable, Welcoming and Fun”** – These are the words that Bailey uses to describe how she feels when she attends summer camp at Camp Canwita in Ames, IA run by Camp Fire Heart of Iowa. The Summer of 2023 wrapped up Bailey’s last summer attending Canwita. Bailey started attending summer camp as a school-aged youth and has come back every summer for the past seven years. Bailey is now 13 years old and attends the Canwita middle school program.

Camp Fire – Camp Canwita, which is funded in partnership with the United Way of Story County ASSET grant, provides youth like Bailey safe, quality, and consistent childcare that parents/guardians/caregivers can rely on year after year. Having been around for over 100 years, Camp Fire has the unique ability to offer stable, outdoor oriented, enrichment filled and quality childcare for the Ames area and surrounding community.

Reflecting on her time as a Canwita camper, Bailey shared that she values independence, and the ability to make decisions for herself. A core value of Camp Fire is to provide young people with the opportunity to discover who they are in a safe and affirming environment. Bailey communicated that feeling a sense of freedom and having choice sets Camp Canwita apart from other programs. Bailey has benefitted from multiple opportunities over the years to discover who she is while growing and thriving in Camp Fire programs (which includes finding her love for Gaga Ball, her favorite camp activity!). Bailey is even hopeful to move into a teen leadership role at Camp Canwita!

With the incredible support of partners such as the United Way of Story County, Camp Fire will continue to be able to provide the type of programming that champion youth like Bailey to become the people they are meant to be.

(Information for this story was collected through an interview with Bailey done during the Summer of 2023)

**With Appreciation,**  
**Kelly Peterson, Executive Director**



**Secondary Road Department**  
Darren R. Moon, P.E. County Engineer

**Road Department**  
**Quarterly Board Report**  
**7-16-2024**

**Maintenance Work Update:**

We had good spring weather this year that allowed us to get quite a bit of road maintenance projects completed. The May flooding and tornado events on the same day made us shift our focus to flood damage repair and debris cleanup. Our crews were able to finish the cleanup efforts on all of the larger sites this past week. We should be having a meeting with FEMA soon to determine what costs will be covered. All ten of our new motor graders are now in use but we are still waiting on our tandem truck delivery that we ordered over two years ago.

**Construction Project Updates:**

7 projects in 2024:

	<u>Cost</u>	<u>Status</u>
S14 Asphalt Overlay	\$ 2,400,000 - FM	Done
S27 Asphalt Overlay	\$ 1,450,000 - FA	Let
Hillcrest Overlay	\$ 225,000 - FM	Done
Richland 8 Box	\$ 110,000 - FM	Let
Palestine 15 Bridge	\$ 640,000	Done soon
Indian Creek 8 Box	\$ 130,000	Let
Collins 3 Box	\$ 225,000	Done soon

**Construction Project Design:**

- Final plans are nearing completion on the 325<sup>th</sup> St. Maxwell bridge replacement project that we received a state grant on. Construction should take place in 2025.
- We are also working on two larger bridge designs. One is on 150<sup>th</sup> St. over the Skunk River and the other is on 220<sup>th</sup> St. in Nevada Section 2. Both bridges are truss bridges and the state is making us review both bridges to make sure that they are not historic. Neither bridge was found to be historic so we plan to move forward with replacing the 150<sup>th</sup> St. bridge in 2025 and the 220<sup>th</sup> St. bridge in 2026.

**Federal Transportation Bill: -Infrastructure Investment and Jobs Act – IIJA**

-ICEA Grants Committee update:

--SS4A: (Safety) Story County was approved for a new Safety Action Plan.

A consultant has been selected and they are starting to write our Story County Safety Action Plan. I have sent out workshop invites for our meeting on September 30<sup>th</sup>.

**HF 718 Implications for Secondary Roads Budget:**

HF 718 is impacting how the county sets levy rates. Due to the limitations placed on levy rates in future years, we will most likely be forced to drop below the 75% minimum local effort levels for Secondary Roads unless other funding sources are used. We are talking to legislators about making changes to the local effort rules since levy rates are somewhat out of our control now.

**DOT Construction:**

- The E63 Bridge over I-35 has been removed so this road will be closed most of this year. When the E63 bridge is finished, the DOT plans to close the Hwy 210 bridge over I-35 which will last most of next year.
- Work continues on the 580<sup>th</sup> Ave. interchange project. Grading is mostly done and the paving work will take place this summer. It is anticipated that R70 will have some long closures both north and south of Hwy 30 to complete the grading and paving work. This will result in some long detour routes and increased gravel road traffic in the area.
- The DOT plans to close Hwy 69 south of Ames on July 11<sup>th</sup> for a bridge replacement project. The road will be closed for a few months which will add traffic to the gravel roads in the area. The DOT has placed dust control on Timber Road and 260<sup>th</sup> St.

**City of Ames Sewer Line Projects:**

The City of Ames is proposing two sewer line projects in areas that they have not yet annexed due to some potential federal grants. The first location is south of Lincoln Way on the Boone County line. This will be just a road crossing but it could also impact some drainage district tile. Boone County controls DD#4 so we will use their DD utility crossing permit. The second location is on 550<sup>th</sup> Ave. and 260<sup>th</sup> St. southeast of Ames. Construction would be in 2025 and this may require some road closures.

**Utility Permits:**

We are seeing more large fiber installation projects the year due to federal grants. This could lead to more tile damage and we already had one emergency road repair on the Boone County line due to a large tile being damaged. We are trying to increase our inspection efforts but we do not have to staff to follow them around every day.

**510<sup>th</sup> Ave. paving request:**

We continue to get requests to pave 510<sup>th</sup> Ave. north of W. 190<sup>th</sup> St. This has been on our paving wish list for many years but a couple of newer homes and a potential sports facility may make this a higher priority now. We have experimented with placing some free asphalt millings on the road to help control the dust but that has had mixed results. We would need to extend the paving an additional 0.2 miles and we would stop short of the two curves on the north end. I will come up with some cost estimates so that we can discuss adding this to our budget with local funds.

**Prairie Valley:**

The second phase of this subdivision is nearing completion. The turn lane at E23 and R38 will now be constructed during the construction of phase three. We want to install the drainage district road tile crossing before the turn lane is constructed in this location. The tile crossing should be done this summer.

**Drainage Districts:**

-Bolton & Menk is working on the Boone-Story #8 project that will include the E23 crossing. The project has been let so we know what the road portion is going to cost us and it should be around \$75,000. The associated wetland project downstream is currently under construction.

**Job Openings:**

We were able to fill our two open maintenance positions. Trever Coughenour and Donald Robinson both started on July 8<sup>th</sup>.

We currently have an Administrative Assistant position open and have started interviews for this position.



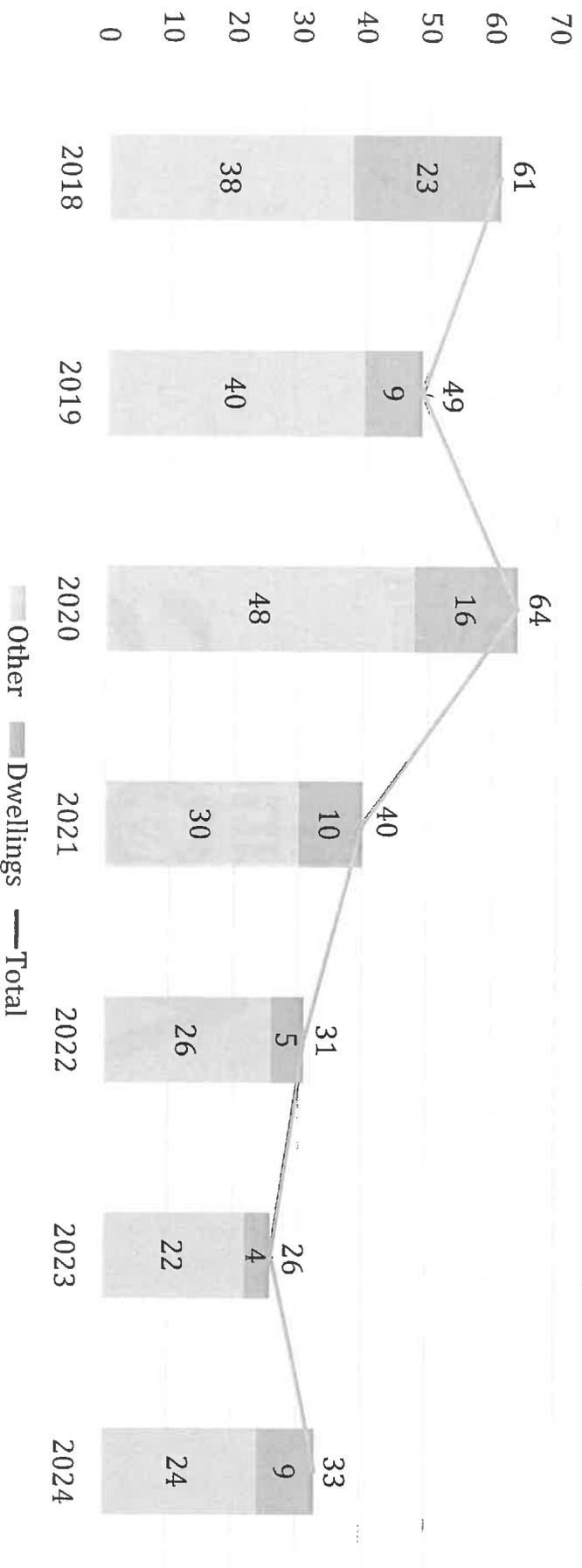
## **Board of Supervisors**

**Planning and Development Department**

# **Quarterly Report - Second Quarter 2024**

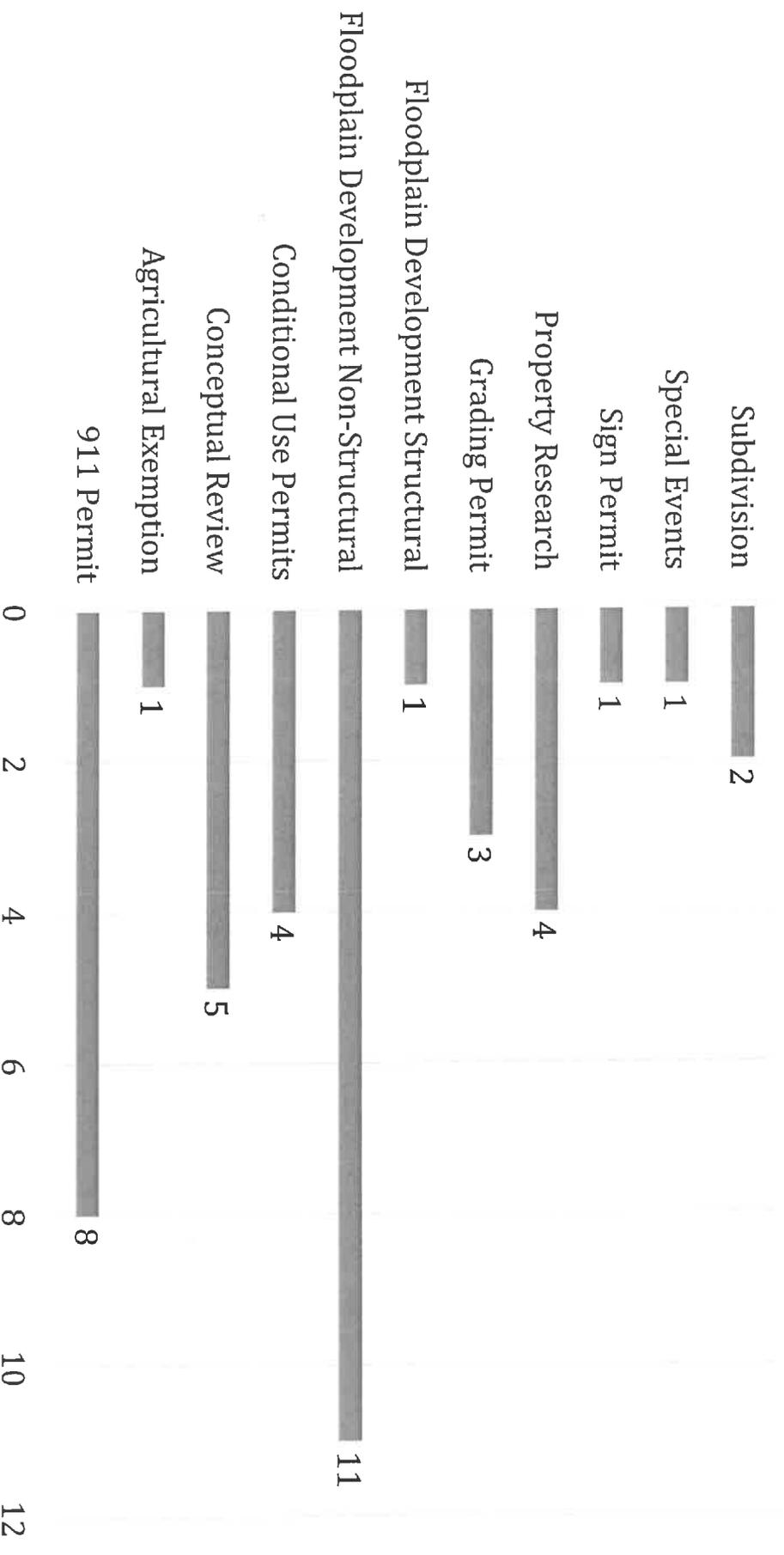
**Tuesday July 16, 2024**

## Second Quarter Preliminary Zoning Permits Compared by Year



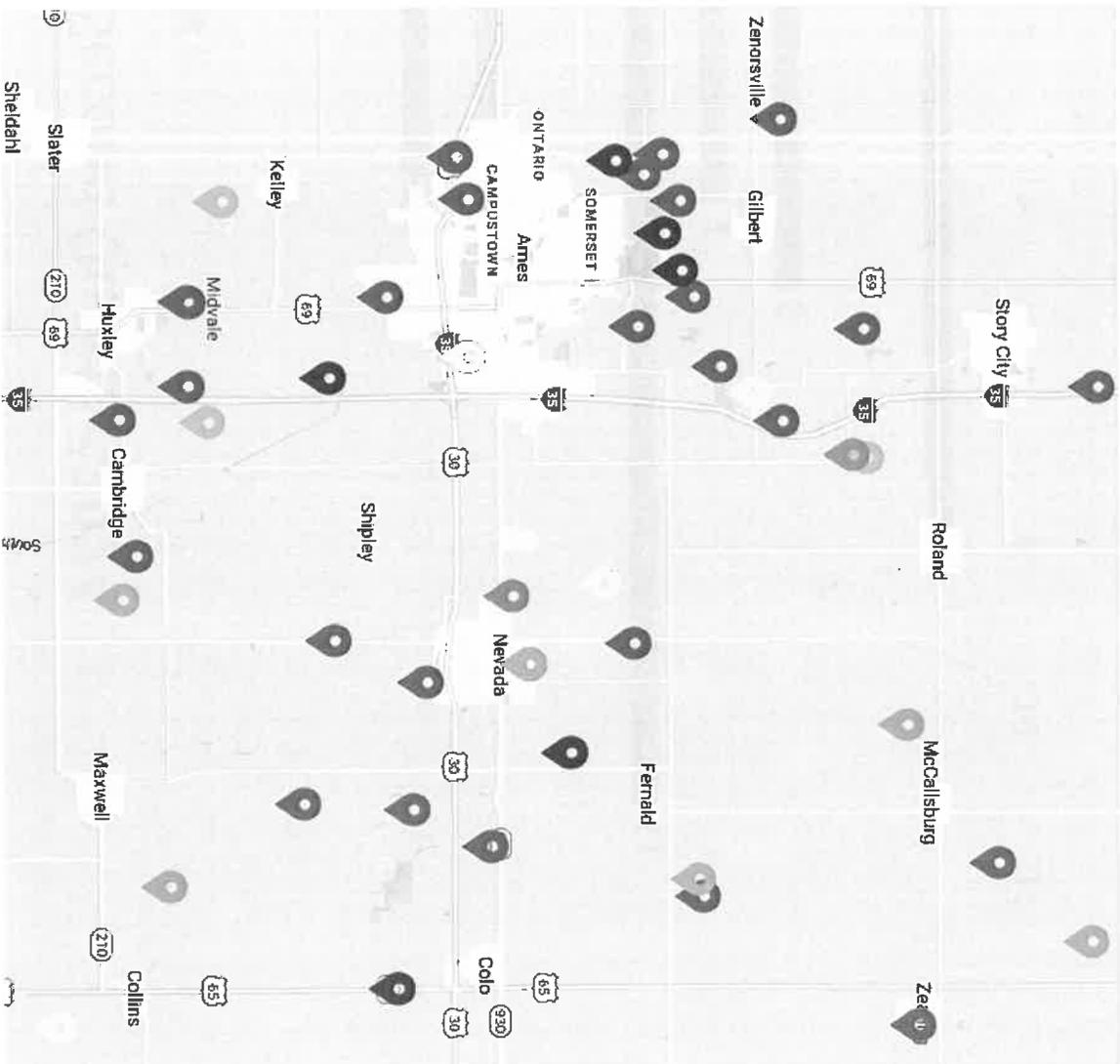
- Other includes accessory structures (7), Morton/storage buildings (5), garages (5), gazebos (2), a fence, an electrical control building, an ag testing facility and a temporary concrete batch plant (IDOT)
- **Average dwelling value for second quarter 2024 is \$326,776.33.**
  - Was \$434,693.75 in 2023, \$280,190.66 in 2022, \$306,476.00 in 2021, \$266,068 in 2020, \$300,792.88 in 2019, and \$225,127.7 in 2018)

# Other Permits for Second Quarter 2024



# Map of Second Quarter 2024 Permits

- Commercial
- Grading Permit
- Property Research
- 911 Permit
- Floodplain Development Non-Structural Permit
- Conceptual Review
- All Others
- Residential



# PZC/BOA Items

## PZC

### April

- CUP24-000009, Mental Health Office--Marcus Amman
- CUP24-000003, Cultivating Hope Farms--Leanne Harter
- CUP24-000008, Indian Creek Golf Course Renovation And Reconstruction--Andrea Wagner

### May

- CTC24-000001, A Request For C2C Comprehensive Plan Future Land Use Map Amendment--Andrea Wagner

### June

- CUP24-000011, Cedar Inn Dog Boarding--Marcus Amman

## BOA

### April

- CUP24-000003, Cultivating Hope Farms--Leanne Harter
- CUP24-000008, Indian Creek Golf Course Renovation And Reconstruction--Andrea Wagner

### May

- Memo From P&D Director Regarding Palensky V. Story County Board Of Adjustment - Case No. CVCV052797

### June

- CUP24-000011, Cedar Inn Dog Boarding--Marcus Amman
- CUP24-000012, Sheriff Shooting Range Building-- Marcus Amman
- CUP24-000014, IVRM Replacement Building--Marcus Amman
- Findings Of Fact On CUP08-17 Raspberry Hill Resort Campground

# Other Activities

- 31 Plats of Survey and Retracement Plats
- Housing Action Plan
- Online Permitting
- Debris Management Site
- URA Applications
- Office reorganization
- Letters of Credit/Bonds
- Enforcement
- Truck Request
- Creative Cloud Request
- Stormwater Regulations
- Tractor Rile Mailing
- CLOMR for Walnut Creek
- Comments on Draft Rules to IDNR
- Sign Frames
- Façade Grant – Gilbert
- Removal of C-WECS
- Damage Assessments

**LEASE - BUSINESS PROPERTY - SHORT FORM**

(With modifications)

THE IOWA STATE BAR ASSOCIATION

Official Form No. 165

**Recorder's Cover Sheet**

**Prepared by:**

Crystal W. Rink, 1315 S. B Ave., Nevada, IA 50201, Phone: (515) 382-7255

**Return to:**

900 6<sup>th</sup> Street  
Nevada, IA 50201

**Property Description:** See Page 2

**Pages:** Ten (10) including this page

**Official Board Action date:** 7 / 16 / 24

**Reference Number:** \_\_\_\_\_

## BUSINESS PROPERTY LEASE

THIS LEASE, made and entered into this 16<sup>th</sup> day of July, 2024, by and between Story County, Iowa, authorized under the laws of the State of Iowa, ("Landlord"), whose address, for the purpose of this lease, is 900 6th Street, Nevada, Iowa, 50201, and Optimae Life Services, Inc., an Iowa corporation, ("Tenant"), whose address for the purpose of this lease is 602 East Grand, Des Moines, Iowa, 50309, and whose permanent address is 301 W. Burlington Avenue, Fairfield, IA 52556.

The parties agree as follows.

### 1. PREMISES AND TERM.

Landlord leases to Tenant the following real estate, situated in Story County, Iowa described as one building property owned by Story County, Iowa and situated in Story County, Iowa:

The residential care facility building located at 3911 Calhoun, Ames, Iowa 50010 commonly referred to as the "Calhoun House".

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of July, 2024, and ending on the 30th day of June, 2025, upon the condition that Tenant performs as provided in this lease. The lease may be renewed by the parties for additional one year terms either by signing a new lease or by signing an addendum.

### 2. RENT.

Tenant agrees to pay Landlord as rent **\$5,405 per month** on or before the 1st day of July, 2024, and on or before the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. All rent payments are to be made payable to Story County, Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201, and delivered to Story County, Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at **5%** per annum.

### 3. SECURITY DEPOSIT.

No security deposit is required by Landlord.

#### 4. POSSESSION.

Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

#### 5. USE.

It is the understanding of the parties that the intended use of the properties is for Optimae Life Services business. Optimae Life Services shall use the premises only for this purpose.

#### 6. CARE AND MAINTENANCE.

Landlord and Tenant agree to the following.

##### **Landlord responsibilities:**

- (a) Landlord shall keep the following in good repair: roof, sewer, plumbing, heating, wiring, air conditioning, windows, exterior walls, foundation. Landlord will maintain all outside public areas lawns, sidewalks, driveways and parking areas including snow removal. See paragraph 20. Landlord shall have reasonable access to the building in all areas at all times in order to inspect, repair, install building mechanical and structural components. **Monthly safety inspections will normally occur on the afternoon shift – 2:00 p.m. to 10:30 p.m., Monday through Friday.** Landlord shall not be liable for failure to make any repairs or replacements or alterations unless Landlord fails to do so within a reasonable period of time after written notice from Tenant.
- (b) Landlord will be responsible to make all changes to its properties to comply with federal, state or municipal code changes at Landlord's expense.

##### **Tenant responsibilities:**

- (c) Tenant takes the premises as is, except as herein provided.
- (d) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED

**GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES.**

- (e) Tenant shall make no structural changes or alterations to the building or its contents without the prior written consent of Landlord.
- (f) Tenant shall contact the Landlord immediately upon notice of any of the following:
  - (1) for any ceiling water leak, service water or plumbing leak;
  - (2) for loss of electricity;
  - (3) for loss of heat or air conditioning;
  - (4) broken glass including building light fixtures;
  - (5) doors/windows that do not open/close or lock.
- (g) Notwithstanding anything to the contrary in this paragraph 6, Tenant shall be responsible for maintaining and repairing any contents that Tenant replaces under paragraph 20 of this lease agreement, and Tenant may repair or maintain such contents without obtaining Landlord's prior written consent.

**The following 24-hour emergency number shall be used and kept available for Optima Life Services personnel at all building locations:**

**Facilities Management Emergency Number**

**(515) 460-4901**

**Examples of an emergency include: fire, water leaks, unsecured doors/buildings, and broken windows. Our office is open 7:30 a.m. – 4:00 p.m., Monday – Friday. During those hours, you may call our main number at: (515) 382-7400. If there is no answer, please call the on-call cell phone number (above).**

**Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be requested through Asset Essentials at <https://assetessentials.dudesolutions.com/StoryCountyIA/Home/Index>**

**7. MECHANIC'S LIENS AND NOTICE TO SOLICITORS.**

Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Mechanic's liens against public property are barred by Iowa Code Section 626.109. Tenant shall not perform any improvement/work to the property or hire contractors and subcontractors who may furnish, or agree to furnish, any material, service or

labor for any improvement/work on the premises without Landlord's prior written consent, which consent shall not be unreasonable withheld. Should Tenant be approached by solicitors Tenant is to immediately notify Landlord and notify solicitors that only Landlord may authorize and perform improvements.

## **8. UTILITIES AND SERVICES.**

Tenant shall pay for the following listed utilities: water, electric, gas, sewer and trash services. The listed utilities will remain in Landlord's name and Tenant will be billed for payment. Tenant is to provide a billing address (if different from the address found at paragraph **17**) to landlord. Tenant shall reimburse landlord within ten (10) days of receipt of bill from landlord. Snow removal and lawn care services are excluded and provided by Landlord as stated in paragraph **6a**. Landlord shall not be liable for damages for failure to perform as herein provided arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services. Utility payments not paid before the next month's utility bill is sent are subject to an automatic 10% late fee. Utility payments are to be made payable to and mailed/delivered to: Story County, Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201.

## **9. SURRENDER.**

Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease without a written lease or written amendment along with the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease. The landlord may refuse to accept month-to-month payment beyond the lease term without a signed written amendment or new signed lease.

## **10. ASSIGNMENT AND SUBLETTING.**

No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

## **11. INSURANCE.**

Landlord and Tenant agree to the following.

- (a) **Property insurance.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

(b) **Liability insurance.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$5,000,000.00 annual aggregate per each of the three building locations. This policy shall include an endorsement listing Story County, Iowa as an additional insured. The Tenant will provide a copy of the policy declarations to the Landlord yearly upon request.

## **12. LIABILITY FOR DAMAGE.**

Each party shall be liable to the other for all damage caused to the other's property due to the negligence, reckless or intentional acts caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

## **13. INDEMNITY.**

Except for negligence, reckless or intentional acts of Landlord or Landlord's agents, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

## **14. DAMAGE.**

In the event of damage to the premises so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by written notice of one party to the other and delivered registered or certified mail to the designated address found in paragraph **17** of this agreement. Thirty (30) days after such notice, the parties shall be released from all obligations under this agreement for the remainder of the lease term. This paragraph is not intended as, and does not operate as, a release for any delinquent rent owing by Tenant or liability for damages owing to either Tenant or Landlord occurring before the notice.

## **15. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

Landlord and Tenant agree to the following.

### **Events constituting default by tenant:**

Each of the following shall constitute an event of default by Tenant.

- (a) Failure to pay rent when due;
- (b) Failure to observe or perform any duties, obligations,

- agreements, or conditions imposed on Tenant pursuant to the terms of the lease;
- (c) Abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; and
  - (d) Institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

**Notice of default:**

Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts, the Tenant shall propose an additional period of time (in writing) in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any one year (365 day) lease period.

**Remedies:**

In the event Tenant has not remedied a default as required by this agreement and assuming proper notice has been given, Landlord may proceed with all available remedies at law or in equity, including but not limited to termination of the lease. In the event of termination of this lease, Landlord shall be entitled to pursue all legal means available to recover possession of the premises. Landlord shall also be entitled to pursue and obtain money judgment against Tenant for the balance of rent agreed to be paid for the lease term, for any damages to the premises plus all expenses of landlord in enforcing these remedies and reletting the premises, including reasonable attorney's fees and court costs.

**16. RIGHT TO ADVERTISE.**

Landlord, during the last 90 days of this lease, unless the parties to this lease have agreed to renew the lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" signs. Tenant will permit prospective tenants or buyers to enter and examine the premises during reasonable business hours.

## **17. LEGAL NOTICES AND DEMANDS.**

All legal or other notices and demands required by this agreement to be in writing shall be delivered to the parties hereto at the addresses designated in this paragraph unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. The address of Landlord is:

**Story County, Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201**

The address of the Tenant is:

**Optimae Life Services, Inc., 602 East Grand Avenue, Des Moines, IA 50309**

## **18. PROVISIONS BINDING.**

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

## **19. CERTIFICATION.**

Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

## **20. CONTENTS**

Landlord will leave contents on the premises. Contents are defined as "furniture, couches, tables, supplies, chairs, desks, filing and storage cabinets, white boards, folding tables, kitchen equipment, appliances, beds, dressers, end tables, lamps, lockers and any miscellaneous furniture type items that are not permanently affixed." All contents are left on the premises at the discretion of Landlord. Tenant shall be granted ownership of all contents that Landlord left on

the premises by executing an Asset Purchase Agreement and Bill of Sale.

**21. ADDITIONAL PROVISIONS.**

Access to the residential care facility will be granted to Landlord at all times without prior approval by Tenant. Landlord will notify Tenant when it plans to access the residential care facilities when prior notice is practical.

No custodial duties will be provided by Landlord at the residential care facilities.



LANDLORD, Story County Iowa  
Authorized signature  
Chair, Story County Board of Supervisors

7-16-24  
Date



TENANT, Optimae Life Services, Inc.  
Authorized signature  
Meghan Foster, Chief Operations Officer

6/14/2024  
Date

**LEASE - BUSINESS PROPERTY - SHORT FORM**  
(With modifications)  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 165  
**Recorder's Cover Sheet**

**Prepared by:**

Crystal W. Rink, 1315 S. B Ave., Nevada, IA 50201, Phone: (515) 382-7255

**Return to:**

900 6<sup>th</sup> Street  
Nevada, IA 50201

**Property Description:** See Page 2

**Pages:** Ten (10) including this page

**Official Board Action date:** 7 / 16 / 24

**Reference Number:** \_\_\_\_\_

## BUSINESS PROPERTY LEASE

THIS LEASE, made and entered into this 16<sup>th</sup> day of July, 2024, by and between Story County, Iowa, authorized under the laws of the State of Iowa, ("Landlord"), whose address, for the purpose of this lease, is 900 6th Street, Nevada, Iowa, 50201, and Optimae Life Services, Inc., an Iowa corporation, ("Tenant"), whose address for the purpose of this lease is 602 East Grand, Des Moines, Iowa, 50309, and whose permanent address is 301 W. Burlington Avenue, Fairfield, IA 52556.

The parties agree as follows.

### 1. PREMISES AND TERM.

Landlord leases to Tenant the following real estate, situated in Story County, Iowa described as one building property owned by Story County, Iowa and situated in Story County, Iowa:

The residential care facility building located at 620 Duluth, Ames, Iowa 50010 commonly referred to as the "Duluth House".

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of July, 2024, and ending on the 30th day of June, 2025, upon the condition that Tenant performs as provided in this lease. The lease may be renewed by the parties for additional one year terms either by signing a new lease or by signing an addendum.

### 2. RENT.

Tenant agrees to pay Landlord as rent **\$5,423 per month** on or before the 1st day of July, 2024, and on or before the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. All rent payments are to be made payable to Story County, Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201, and delivered to Story County, Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at **5%** per annum.

### 3. SECURITY DEPOSIT.

No security deposit is required by Landlord.

#### 4. POSSESSION.

Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

#### 5. USE.

It is the understanding of the parties that the intended use of the properties is for Optimae Life Services business. Optimae Life Services shall use the premises only for this purpose.

#### 6. CARE AND MAINTENANCE.

Landlord and Tenant agree to the following.

##### **Landlord responsibilities:**

- (a) Landlord shall keep the following in good repair: roof, sewer, plumbing, heating, wiring, air conditioning, windows, exterior walls, foundation. Landlord will maintain all outside public areas lawns, sidewalks, driveways and parking areas including snow removal. See paragraph 20. Landlord shall have reasonable access to the building in all areas at all times in order to inspect, repair, install building mechanical and structural components. **Monthly safety inspections will normally occur on the afternoon shift – 2:00 p.m. to 10:30 p.m., Monday through Friday.** Landlord shall not be liable for failure to make any repairs or replacements or alterations unless Landlord fails to do so within a reasonable period of time after written notice from Tenant.
- (b) Landlord will be responsible to make all changes to its properties to comply with federal, state or municipal code changes at Landlord's expense.

##### **Tenant responsibilities:**

- (c) Tenant takes the premises as is, except as herein provided.
- (d) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, **INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED**

**GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES.**

- (e) Tenant shall make no structural changes or alterations to the building or its contents without the prior written consent of Landlord.
- (f) Tenant shall contact the Landlord immediately upon notice of any of the following:
  - (1) for any ceiling water leak, service water or plumbing leak;
  - (2) for loss of electricity;
  - (3) for loss of heat or air conditioning;
  - (4) broken glass including building light fixtures;
  - (5) doors/windows that do not open/close or lock.
- (g) Notwithstanding anything to the contrary in this paragraph 6, Tenant shall be responsible for maintaining and repairing any contents that Tenant replaces under paragraph 20 of this lease agreement, and Tenant may repair or maintain such contents without obtaining Landlord's prior written consent.

**The following 24-hour emergency number shall be used and kept available for Optima Life Services personnel at all building locations:**

**Facilities Management Emergency Number**

**(515) 460-4901**

**Examples of an emergency include: fire, water leaks, unsecured doors/buildings, and broken windows. Our office is open 7:30 a.m. – 4:00 p.m., Monday – Friday. During those hours, you may call our main number at: (515) 382-7400. If there is no answer, please call the on-call cell phone number (above).**

**Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be requested through Asset Essentials at <https://assetessentials.dudesolutions.com/StoryCountyIA/Home/Index>**

**7. MECHANIC'S LIENS AND NOTICE TO SOLICITORS.**

Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Mechanic's liens against public property are barred by Iowa Code Section 626.109. Tenant shall not perform any improvement/work to the property or hire contractors and subcontractors who may furnish, or agree to furnish, any material, service or

labor for any improvement/work on the premises without Landlord's prior written consent, which consent shall not be unreasonable withheld. Should Tenant be approached by solicitors Tenant is to immediately notify Landlord and notify solicitors that only Landlord may authorize and perform improvements.

## **8. UTILITIES AND SERVICES.**

Tenant shall pay for the following listed utilities: water, electric, gas, sewer and trash services. The listed utilities will remain in Landlord's name and Tenant will be billed for payment. Tenant is to provide a billing address (if different from the address found at paragraph 17) to landlord. Tenant shall reimburse landlord within ten (10) days of receipt of bill from landlord. Snow removal and lawn care services are excluded and provided by Landlord as stated in paragraph 6a. Landlord shall not be liable for damages for failure to perform as herein provided arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services. Utility payments not paid before the next month's utility bill is sent are subject to an automatic 10% late fee. Utility payments are to be made payable to and mailed/delivered to: Story County, Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201.

## **9. SURRENDER.**

Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease without a written lease or written amendment along with the acceptance of rent by Landlord, shall constitute a month-to-month extension of this lease. The landlord may refuse to accept month-to-month payment beyond the lease term without a signed written amendment or new signed lease.

## **10. ASSIGNMENT AND SUBLETTING.**

No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

## **11. INSURANCE.**

Landlord and Tenant agree to the following.

- (a) **Property insurance.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

- (b) **Liability insurance.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$5,000,000.00 annual aggregate per each of the three building locations. This policy shall include an endorsement listing Story County, Iowa as an additional insured. The Tenant will provide a copy of the policy declarations to the Landlord yearly upon request.

## **12. LIABILITY FOR DAMAGE.**

Each party shall be liable to the other for all damage caused to the other's property due to the negligence, reckless or intentional acts caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

## **13. INDEMNITY.**

Except for negligence, reckless or intentional acts of Landlord or Landlord's agents, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

## **14. DAMAGE.**

In the event of damage to the premises so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by written notice of one party to the other and delivered registered or certified mail to the designated address found in paragraph 17 of this agreement. Thirty (30) days after such notice, the parties shall be released from all obligations under this agreement for the remainder of the lease term. This paragraph is not intended as, and does not operate as, a release for any delinquent rent owing by Tenant or liability for damages owing to either Tenant or Landlord occurring before the notice.

## **15. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

Landlord and Tenant agree to the following.

### **Events constituting default by tenant:**

Each of the following shall constitute an event of default by Tenant.

- (a) Failure to pay rent when due;
- (b) Failure to observe or perform any duties, obligations,

agreements, or conditions imposed on Tenant pursuant to the terms of the lease;

- (c) Abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; and
- (d) Institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

#### **Notice of default:**

Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts, the Tenant shall propose an additional period of time (in writing) in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any one year (365 day) lease period.

#### **Remedies:**

In the event Tenant has not remedied a default as required by this agreement and assuming proper notice has been given, Landlord may proceed with all available remedies at law or in equity, including but not limited to termination of the lease. In the event of termination of this lease, Landlord shall be entitled to pursue all legal means available to recover possession of the premises. Landlord shall also be entitled to pursue and obtain money judgment against Tenant for the balance of rent agreed to be paid for the lease term, for any damages to the premises plus all expenses of landlord in enforcing these remedies and reletting the premises, including reasonable attorney's fees and court costs.

#### **16. RIGHT TO ADVERTISE.**

Landlord, during the last 90 days of this lease, unless the parties to this lease have agreed to renew the lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" signs. Tenant will permit prospective tenants or buyers to enter and examine the premises during reasonable business hours.

## **17. LEGAL NOTICES AND DEMANDS.**

All legal or other notices and demands required by this agreement to be in writing shall be delivered to the parties hereto at the addresses designated in this paragraph unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. The address of Landlord is:

**Story County, Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201**

The address of the Tenant is:

**Optimae LifeServices, Inc., 602 East Grand Avenue, Des Moines, IA 50309**

## **18. PROVISIONS BINDING.**

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

## **19. CERTIFICATION.**

Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

## **20. CONTENTS**

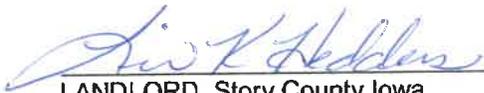
Landlord will leave contents on the premises. Contents are defined as "furniture, couches, tables, supplies, chairs, desks, filing and storage cabinets, white boards, folding tables, kitchen equipment, appliances, beds, dressers, end tables, lamps, lockers and any miscellaneous furniture type items that are not permanently affixed." All contents are left on the premises at the discretion of Landlord. Tenant shall be granted ownership of all contents that Landlord left on

the premises by executing an Asset Purchase Agreement and Bill of Sale.

**21.ADDITIONAL PROVISIONS.**

Access to the residential care facility will be granted to Landlord at all times without prior approval by Tenant. Landlord will notify Tenant when it plans to access the residential care facilities when prior notice is practical.

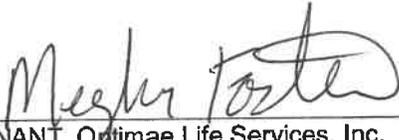
No custodial duties will be provided by Landlord at the residential care facilities.



\_\_\_\_\_  
LANDLORD, Story County Iowa  
Authorized signature  
Chair, Story County Board of Supervisors

7-16-24

Date



\_\_\_\_\_  
TENANT, Optimae Life Services, Inc.  
Authorized signature  
Meghan Foster, Chief Operations Officer

10/14/2024

Date

**AMENDMENT NO. 2**  
**To**  
**Grant Agreement**  
**for**  
**DENTAL CLINIC SUPPORT AND MEDICAL CLINIC OFFICE**  
**RENOVATION – PRIMARY HEALTH CARE, INC.**  
**ARPA SUBRECIPIENT NO. 26**  
**Dated \_\_\_\_\_, 2024**

This AMENDMENT No. 2 is by and among the County of Story, Iowa and **Primary Health Care, Inc.** (collectively, "the Parties"). In consideration of the mutual covenants herein made, the Parties agree as follows:

SECTION 1. PURPOSE OF AMENDMENT

1. Parties agree that an amendment should be made to the approved Grant Agreement:
  - a. Amend the program budget as follows:
    - Revision to 2.0 Equipment  
2.A Dental Chairs and 2.D and 2.E Dental Sensors, combine line items to use remaining funds to purchase:  
Panographic X-Ray, \$21,275  
Dental Assistant/Dentist Chairs, \$7,442  
Dental Sensor, \$2,185
    - Revision to 2.0 Equipment to not exceed original budget

SECTION 2. AMENDMENT ALLOWED.

1. The Grant Agreement provides for this Amendment in Section 6 (D) as follows:  
**Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, the original Agreement is attached hereto as Exhibit A and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the County may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.
2. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment.

STORY COUNTY, IOWA (County)

PRIMARY HEALTH CARE, INC. Subrecipient)

By:   
Chairperson of the Board of Supervisors

By: 

Dated: 7-16-24

Dated: 7/5/24

COUNTY AUDITOR'S REPORT OF FEES COLLECTED

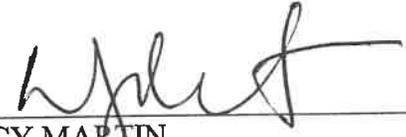
STATE OF IOWA }  
STORY COUNTY }

TO THE BOARD OF SUPERVISORS OF STORY COUNTY:

Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees collected, I, Lucy Martin, Auditor of the above named County and State, do hereby certify that the following is a true and correct statement of fees collected by me in my office for the quarter ending June 30, 2024 and the same has been paid to the Story County Treasurer.

For Elections for Other Entities Elections		\$ 8,233.30
Misc Elections	25.00	
City/School Elections		
Special Elections	8,208.30	
For Other Office Fees		\$ 4,986.49
Plat Books	108.90	
Computer Lists		
Fiscal Agent Fees	4,739.96	
Map Copies		
Copies	12.35	
Miscellaneous	125.28	
TOTAL		\$ 13,219.79

Treasurer's Receipts for the above are attached.

  
\_\_\_\_\_  
LUCY MARTIN  
Story County Auditor  
July 2, 2024

**APPROVED**      **DENIED**  
Board Member Initials: AKH  
Meeting Date: 7-16-24  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COUNTY AUDITOR'S REPORT OF FEES COLLECTED**

STATE OF IOWA}  
STORY COUNTY}

TO THE BOARD OF SUPERVISORS OF STORY COUNTY:

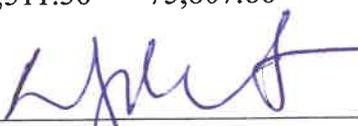
Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees Collected, I, Lucy Martin, Auditor of the above named County and State, do hereby certify that the following is a true and correct statement of fees collected by me in my office for the fiscal year ending June 30, 2024 and the same has been paid to the Story County Treasurer.

For Elections for Other Entities	\$119,734.41
For Other Office Fees	\$ 19,599.41

Plat Books	1,099.12	
Computer Services	16.40	
Fiscal Agent Fees	18,276.26	
Map Copies		
Copies	38.25	
Miscellaneous	169.38	
<b>TOTAL</b>		<b>\$139,333.82</b>

Quarterly Breakdown:

For:	4TH QTR	3RD QTR	2ND QTR	1ST QTR
Billable Elections	8,233.30	41,008.81	70,454.30	38.00
<u>Other Office Fees</u>	<u>4,986.49</u>	<u>4,502.69</u>	<u>5,353.36</u>	<u>4,756.87</u>
<b>TOTAL</b>	<b>13,219.79</b>	<b>45,511.50</b>	<b>75,807.66</b>	<b>4,794.87</b>

  
 \_\_\_\_\_  
 LUCY MARTIN  
 Story County Auditor

**APPROVED**

**DENIED**

Board Member Initials: AKH

Meeting Date: 7-16-24

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

\_\_\_\_\_

\_\_\_\_\_

**COUNTY RECORDER'S REPORT OF FEES COLLECTED FOR 4TH QUARTER  
FISCAL YEAR 2023-2024**

STATE OF IOWA}  
COUNTY OF STORY}

TO: THE STORY COUNTY BOARD OF SUPERVISORS

Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees, I, Stacie Herridge, Recorder of the above-named County and State do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the 4th Fiscal Quarter ending June 30, 2024, and the same has been paid to the County Treasurer.

Change of Title Fees	01000-08000-4100-07	\$4,200.00
Records Management Fees	27000-08000-4140-07	\$2,500.00
Electronic Transaction Fees	56000-08000-4160-07	\$2,500.00
Real Estate Transfer Tax	01000-08000-4040-07	\$47,111.27
Recording Fees	01000-08000-4000-07	\$58,045.00
Snowmobile Fees	01000-08000-4010-07	\$39.00
Boat Fees	01000-08000-4020-07	\$608.00
Hunting & Fishing Fees	01000-08000-4030-07	\$3.00
UCC Fees	01000-08000-4050-07	\$0.00
Copy Fees	01000-08000-4060-07	\$1,060.25
ATV Fees	01000-08000-4070-07	\$1,700.00
Vital Records Fees	01000-08000-4130-07	\$5,980.00
Passport Fees	01000-08000-4150-07	\$7,025.00
Boat Title Fees	01000-08000-4120-22	\$375.00
Interest	01000-00054-6000-07	\$77.73
Overages	01000-00055-8220-07	\$25.60
DNR Fees	01000-08000-4080-07	\$0.00
Total paid to Story County Treasurer		\$131,249.85

All of which is respectfully submitted this 3rd day of July, 2024.

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

Subscribed and sworn to before me, the undersigned, and filed in my office this 3<sup>rd</sup> day of July, 2024.

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

Revised April 12, 2016

**APPROVED**      **DENIED**

Board Member Initials: SKH

Meeting Date: 7-16-24

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

**Office Use Only**  
Total to Story County Treasurer  
Total to DNR via ACH  
Total to IVES via ACH  
Total to Dept. of Revenue

\$131,447.88  
\$8,392.00  
\$19,045.00  
\$281,438.55  
\$440,323.43

STATE OF IOWA  
COUNTY OF STORY

COUNTY RECORDER'S REPORT OF FEES COLLECTED  
FISCAL YEAR 2023-2024

**APPROVED**

**DENIED**

Board Member Initials: SMH

Meeting Date: 7-16-24

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

TO: THE STORY COUNTY BOARD OF SUPERVISORS

Pursuant to the Code of Iowa, Chapter 331.902, Collection & Disposition of Fees, I, Stacie Herridge, Recorder of the above-named County and State do hereby certify that the following \_\_\_\_\_ is a true and correct statement of the fees collected by me in my office for the 2023-2024 Fiscal Year ending June 30, 2024, and the same has been paid to the County Treasurer.

July-Sept 2023      Oct - Dec 2023      Jan - March 2024      April - June 2024

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL	
Change of Title Fees	01000-08000-4100-07	\$3,800.00	\$3,930.00	\$3,540.00	\$4,200.00	\$15,470.00
Records Management Fees	27000-08000-4140-07	\$2,503.00	\$2,321.00	\$1,865.00	\$2,500.00	\$9,189.00
Electronic Transaction Fees	56000-08000-4160-07	\$2,503.00	\$2,321.00	\$1,865.00	\$2,500.00	\$9,189.00
Real Estate Transfer Tax	01000-08000-4040-07	\$39,309.44	\$34,614.68	\$31,213.67	\$47,111.27	\$152,249.06
Recording Fees	01000-08000-4000-07	\$66,792.00	\$48,813.00	\$38,319.00	\$56,045.00	\$201,969.00
Snowmobile Fees	01000-08000-4010-07	\$69.00	\$910.00	\$693.00	\$39.00	\$1,711.00
Boat Fees	01000-08000-4020-07	\$502.00	\$159.00	\$193.00	\$608.00	\$1,462.00
Hunting & Fishing Fees	01000-08000-4030-07	\$3.50	\$9.00	\$6.50	\$3.00	\$22.00
UCC Fees	01000-08000-4050-07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Copy Fees	01000-08000-4060-07	\$1,291.75	\$1,003.50	\$1,037.00	\$1,060.25	\$4,392.50
ATTV Fees	01000-08000-4070-07	\$1,655.00	\$1,863.00	\$1,291.00	\$1,700.00	\$6,509.00
Vital Records Fees	01000-08000-4130-07	\$5,424.00	\$5,996.00	\$6,328.00	\$5,980.00	\$23,728.00
Passport Fees	01000-08000-4150-07	\$9,650.00	\$7,625.00	\$9,575.00	\$7,025.00	\$33,875.00
Boat Title Fees	01000-08000-4120-22	\$270.00	\$80.00	\$105.00	\$375.00	\$830.00
Interest	01000-00054-6000-07	\$75.41	\$55.09	\$57.58	\$77.73	\$265.81
Overages	01000-00055-8220-07	\$57.55	\$14.25	\$57.25	\$25.60	\$154.65
DNR Fees	01000-08000-4080-07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total paid to Story County Treasurer		\$123,905.65	\$109,714.52	\$96,146.00	\$131,249.85	\$461,016.02

All of which is respectfully submitted this 3rd day of July, 2024

Stacie Herridge  
Stacie Herridge, Story County Recorder

Subscribed and sworn to before me, the undersigned, and filed in my office this \_\_\_\_\_ day of July, 2024.  
Lucy Martin  
Lucy Martin, Story County Auditor

# Story County Sheriff's Office

## Fourth Quarter Report April - June FY24

**APPROVED**

**DENIED**

Board Member Initials: SKH

Meeting Date: 4-16-24

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

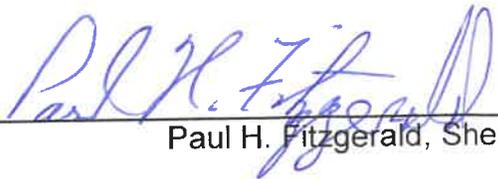
\_\_\_\_\_

\_\_\_\_\_

**Story County Sheriff's Report**  
**Total Income Earned**  
**For the Quarter Ending June 30, 2024**

Civil Fees (01000-01000-4400-05)	\$35,710.89
Civil Fees (Credit Card)	\$1,801.89
Permits to Carry Concealed Weapon (01000-01000-4410-05)	\$3,065.00
Permit to Carry Concealed Weapon (Credit Card)	\$0.00
Interest (01000-00054-6000-05)	\$93.36
Work Release (01000-01000-4400-05)	\$0.00
NSF Check with bank fee	-\$5.00
<b>Total</b>	<b>\$40,666.44</b>

**Total Paid to Story County Treasurer** **\$40,666.14**

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

Dated 7/3/2024

PHF:dcs

**APPROVED**

**DENIED**

**Board Member Initials:** \_\_\_\_\_

**Meeting Date:** \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

Beginning Balance	\$341,297.32
Receipts from all fees	\$121,269.00
Cash on Hand	\$120.00
<b>Total</b>	<b>\$462,686.32</b>

**DISBURSEMENTS:**

Clerk of Court and Miscellaneous Fees	\$244,336.58
Iowa Department of Transportation	\$0.00
Iowa Department of Public Safety	\$775.00
NSF Bank Fee	\$0.00
<b>Subtotal</b>	<b>\$245,111.58</b>

**Story County Treasurer:**

Civil Fees (01000-01000-4400-05)	\$35,710.89
Civil Fees (Credit Card)	\$1,801.89
Concealed Weapon Permits	\$3,065.00
Concealed Weapon (CC)	\$0.00
Interest	\$93.36
Work Release	\$0.00
<b>Total</b>	<b>\$40,671.14</b>

<b>Subtotal</b>	<b>\$285,782.72</b>
Carry Over	\$176,783.60
Cash on Hand	\$120.00
<b>Total</b>	<b>\$462,686.32</b>

# Story County Sheriff's Office

**Yearly Report**  
July - June  
FY24

**APPROVED**

**DENIED**

Board Member Initials: AKH

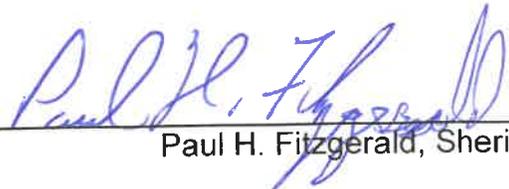
Meeting Date: 7-16-24

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

\_\_\_\_\_  
\_\_\_\_\_

**Story County Sheriff's Report**  
**Total Income Earned**  
**For the Year Ending June 30, 2024**

Civil Fees (01000-01000-4400-05)	\$125,358.50
Civil Fees (Credit Card)	\$5,820.88
Permits to Carry Concealed Weapon (01000-01000-4410-05)	\$16,805.00
Permits to Carry Concealed Weapon (Credit Card)	\$5.00
Interest (01000-00054-6000-05)	\$394.80
Work Release (01000-01000-4400-05)	\$4,802.65
NSF Check with bank fee	-\$5.00
<b>Total</b>	<b>\$153,181.83</b>
 <b>Total Paid to Story County Treasurer</b>	 <b>\$153,181.83</b>

  
Paul H. Fitzgerald, Sheriff

Dated 07/03/2024  
PHF:dcs

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

Beginning Balance	\$904,573.69
AP Invoices	\$0.00
Receipts from all fees	\$1,444,586.06
Cash on Hand	\$120.00
	\$0.00
<b>Total</b>	<b>\$2,349,279.75</b>

**DISBURSEMENTS:**

Clerk of Court and Miscellaneous Fees	\$1,303,263.97
Iowa Department of Transportation	\$5.50
Iowa Department of Public Safety	\$4,305.00
NSF Check with bank fee	\$0.00
<b>Subtotal</b>	<b>\$1,307,574.47</b>

**Story County Treasurer:**

Civil Fees (01000-01000-4400-05)	\$125,358.50
Civil Fees (Credit Card)	\$5,820.88
Concealed Weapon Permits	\$16,805.00
Concealed Weapon (Credit Card)	\$5.00
Interest	\$394.80
Work Release	\$4,802.65
<b>Total</b>	<b>\$153,186.83</b>

<b>Subtotal</b>	<b>\$1,460,761.30</b>
Carry Over	\$888,398.45
AP Carry Over	\$0.00
Cash on Hand	\$120.00
<b>Total</b>	<b>\$2,349,279.75</b>

**Inventory Report**

**To: Board of Supervisors**

**From: Story County Auditor**

**Date: July 9, 2024**

As items over \$500 are purchased throughout the year, the bookkeeping department updates and maintains an ongoing inventory list by department. Inventory numbers are assigned by the Auditor's office and given to the departments to place on the items. Each March, we send out a list of all items on inventory to individual departments with the request that they review, locate and update/correct the provided list. These are typically returned to our office by sometime in April. After the lists are returned, the bookkeeping department randomly chooses a percent of the items to do physical inventory on. Each employee in the Auditor's office is given a couple of departments to visit and locate the highlighted items. This task is completed between April and the end of June. A verification form is signed by the department and the Auditor office staff member with the findings, the number of items verified, number not verified, reasons for non-verification and comments. This information is then shared with the State Auditor's when they are performing our annual audit. The results of this process for FY24 are as follows: 22 departments (including the Assessors, EMA, E911 & GIS) were visited, 356 items were verified and 11 (or 3.0%) were not verified. Reasons for non-verification were varied including no tag and no delete card prepared.

**APPROVED**

**DENIED**

**Board Member Initials:** AKH

**Meeting Date:** 7-16-24

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

\_\_\_\_\_

\_\_\_\_\_

Dept	# of items		comments
	verified	# not found	
Animal Control	3	0	
Attorney	5	0	
Auditor	30	0	
Board of Supervisors	4	0	
City Assessor	5	0	
Conservation	45	2	unable to verify tag #
County Assessor	3	0	
HHS	2	0	
E911	3	0	
EMA	11	0	
Engineer	31	3	item deleted Aud not notified
Env Health	1	0	
Facilities/HSC/Justice Center/Group Homes	60	0	
General Assistance	2	0	
GIS	1	0	
IRVM	8	0	
IT	44	0	
P&D	1	0	
Recorder	2	0	
Sheriff	93	6	item deleted Aud not notified
Treasurer	1	0	
VA	1	0	
	<b>356</b>	<b>11</b>	
<b>Total Items</b>	<b>367</b>	<b>3.00%</b>	

**Interoffice  
MEMORANDUM**

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**Story County Sheriff's Office**

**To:** Sheriff Paul H. Fitzgerald  
**CC:** CPT Nicholas Lennie, Chief Deputy  
Commander Connie Toresdahl, Budget Supervisor  
**From:** LT Leanna Ellis, Field Services Commander  
**Date:** 7/9/24  
**Re:** Verizon phone lines

\*\*\*\*\*

The Story County Sheriff's Office budgeted for additional phone lines in FY25 to equip all sworn personnel with a cell phone for official county business. I am requesting we add these lines to our Verizon account, as each phone may also serve as a hotspot. This will provide redundancy of service in the event that First Net connection goes down in our vehicles.

[Redacted]

[Redacted]

It is respectfully requested that the attached One-Time Equipment Offer be placed on the Story County Board of Supervisor's Agenda for approval. Thank you for your time and consideration.

**APPROVED**      **DENIED**  
**Board Member Initials:** AKH  
**Meeting Date:** 7-16-24  
**Follow-up action:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ames Community Preschool Center's Report to the Story County Board of Supervisors FY 24/25

Presented by ACPC Administration team

**Affordable Childcare:**

ACPC received \$28,675 total between July 2023 and October 2023 from Story County Asset. These funds allow us to assist close to 87 children of our over 310 children enrolled. As a result, 87 children can benefit from a high-quality education beginning at a young age. Asset funds offset the sliding fee scale. This allows us to charge low-income families who do not qualify for state assistance a lower rate.

ACPC serves children six weeks to twelve years. We have a main program that houses our six week old to five years old and a school age program where the families can utilize after school, schools out and summer camp programs. The main center is located centrally in the Ames community whereas the school age program is housed in each of the Ames school district's elementary schools.

**Quality Education:**

ACPC offers many programs within the center. We have a high-quality curriculum, Creative Curriculum, which is used daily in all aspects of the classrooms. ACPC uses PBIS (positive behavior supports) as a guidance strategy. The administration and teachers believe the children should also be going out into the community to learn about life around them, so we maintain low ratios as this assists the classrooms going on those field trips and walks.

**2023/2024 Improvements:**

ACPC was honored to receive a generous donation from past board member, Joan Herwig. With this donation ACPC worked with AVEC Design+Build and an internal committee to transform an unused space into a beautiful children's library. Our new space was completely remodeled including new flooring, lighting, furniture, cabinetry, family resources and many new and donated books. Children at ACPC visit the library to read and check out books to bring home. With the help of an external volunteer and committee, library books and our space are organized and updated monthly.

In addition to our new library ACPC was able to use additional funds from the Herwig donation to remodel and establish our Herwig Pantry. Our pantry is open to both our families and teachers conveniently located at our Main Center. ACPC partners with United Way for donations with a goal to grow our partnership with the Food Bank of Iowa.

**Future of ACPC:**

ACPC is actively working towards our IQ4K (Iowa Quality for Kids) level rating. Our goal is to have this completed by the Fall of 2024. This will provide ACPC with an achievement bonus, ability to apply for additional funding, teacher bonuses and continued system improvements. Our program rating will then be active for 2 years with the eligibility to reapply each year for a higher rating.

**APPROVED**      **DENIED**  
Board Member Initials: AKH  
Meeting Date: 7-16-24  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director  
From: Patrick Shehan, Special Projects Ranger  
Date: July 16, 2024  
Re: Consideration of Purchase Agreement with Gold Whitten III, LLC-Dowd Creek Mitigation Bank for the Heart of Iowa Nature Trail Paving Project Phases 4-6 for \$12,450.00.

The attached Purchase Agreement with Gold Whitten III, LLC-Dowd Creek Mitigation Bank is necessary in order to satisfy permitting requirements for the paving efforts on the HOINT. The paving project impacts streambanks at two locations which the Corps of Engineers has determined to require mitigation. The two locations are: a degraded box culvert crossing of Calamus Creek and revetment at a drainage box culvert east of Maxwell on a tributary of Rock Creek. Funds for this mitigation bank payment are within the budgeted amount for the project.

Story County Conservation recommends your approval.

  
Approval

Disapproval

17-16-24  
Date

Date

Thursday, July 11, 2024

**Gold Whitten III, LLC  
One Embarcadero Center, Suite 3860  
San Francisco, CA 94111**

**PURCHASE AGREEMENT**

Story County

Re: CEMVR-RD-2024-0302, Trail Rehab Project

Gold Whitten III, LLC owns and operates the Dowd Creek Mitigation Bank legally described as follows:

PART OF THE EAST ½ OF SECTION 04, TOWNSHIP 86 NORTH, RANGE 18 WEST OF THE 5TH P.M., GRUNDY COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 04; THENCE SOUTH 0°44'23" EAST ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 33.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 280TH STREET; THENCE NORTH 89°17'53" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1595.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°17'53" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 422.62 FEET; THENCE SOUTH 41°04'51" WEST, 782.79 FEET; THENCE SOUTH 51°47'05" WEST, 518.98 FEET; THENCE SOUTH 02°53'02" WEST, 417.10 FEET; THENCE SOUTH 36°59'49" EAST, 224.75 FEET; THENCE SOUTH 0°09'45" WEST, 688.61 FEET; THENCE SOUTH 21°01'00" WEST, 159.09 FEET; THENCE SOUTH 50°50'24" WEST, 281.84 FEET; THENCE SOUTH 23°12'30" WEST, 513.19 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 622.00 FEET, WHOSE ARC LENGTH IS 584.74 FEET, AND WHOSE CHORD BEARS SOUTH 10°35'24" WEST, 545.54 FEET; THENCE SOUTH 33°30'49" EAST, 354.68 FEET; THENCE SOUTH 16°52'10" EAST, 206.77 FEET; THENCE SOUTH 11°00'35" EAST, 279.44 FEET; THENCE SOUTH 10°20'21" WEST, 172.34 FEET; THENCE SOUTH 83°56'26" EAST, 67.70 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 176.00 FEET, WHOSE ARC LENGTH IS 244.00 FEET, AND WHOSE CHORD BEARS SOUTH 14°42'45" EAST, 224.93 FEET; THENCE SOUTH 21°15'15" WEST, 561.75 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 290TH STREET; THENCE SOUTH 89°19'40" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 270.75 FEET; THENCE NORTH 15°45'22" EAST, 501.84 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 183.00 FEET, WHOSE ARC LENGTH IS 224.22 FEET AND WHOSE CHORD BEARS NORTH 67°17'32" WEST, 210.46 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 252.00 FEET, WHOSE ARC LENGTH IS 352.17 FEET AND WHOSE CHORD BEARS NORTH 69°39'27" WEST, 324.20 FEET; THENCE NORTH 58°54'13" WEST, 162.98 FEET TO THE WEST LINE OF SAID EAST 1/2; THENCE NORTH 0°44'23" WEST ALONG SAID WEST LINE, 227.55 FEET; THENCE SOUTH 75°16'00" EAST, 273.12 FEET; THENCE SOUTH 63°52'57" EAST, 290.77 FEET; THENCE NORTH 40°58'39" EAST, 124.00 FEET; THENCE NORTH 17°39'44" WEST, 872.44 FEET; THENCE NORTH 03°38'14" EAST, 173.37 FEET; THENCE NORTH 41°56'05" EAST, 150.53 FEET; THENCE NORTH 08°18'25" WEST, 313.46 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 110.00 FEET, WHOSE ARC LENGTH IS 277.73 FEET AND WHOSE CHORD BEARS NORTH 38°08'17" WEST, 209.62 FEET; THENCE SOUTH 84°05'37" WEST, 299.08 FEET TO THE WEST LINE OF SAID EAST 1/2; THENCE NORTH 0°44'23" WEST ALONG SAID WEST LINE, 219.62 FEET; THENCE NORTH 80°51'45" EAST, 264.41 FEET; THENCE NORTH 89°20'28" EAST, 306.41 FEET; THENCE NORTH 22°40'17" EAST, 301.07 FEET; THENCE NORTH 36°49'34" EAST, 409.55 FEET; THENCE NORTH 14°48'00" WEST, 545.51 FEET; THENCE NORTH 03°47'22" EAST, 544.50 FEET; THENCE NORTH 39°07'55" EAST, 930.23 FEET; THENCE NORTH 54°57'31" EAST, 183.59 FEET TO THE POINT OF BEGINNING AND CONTAINING 46.46 ACRES (2,023,712 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

Dowd Creek Mitigation Bank is operating in accordance with the Federal Guidance for the Establishment, Use and Operation of Mitigation Banks; Notice published in the Tuesday, November 28, 1995 Federal Register, Volume 60, No. 228.

Thursday, July 11, 2024

The Bank offers stream credits to a primary service area for the Upper Iowa service area. This service area includes all or part of Hancock, Cerro Gordo, Wright, Franklin, Hamilton, Hardin, Grundy, Boone, Story, Marshall, Tama, Benton, Polk, Jasper, Poweshiek, Iowa, Marion, Mahaska, and Keokuk Counties.

The Dowd Creek Mitigation Bank is in compliance with the Banking Instrument.

- The required Conservation Easement, (Gold Whitten III LLC, Grantor; Grundy County Conservation Board, Grantee) is filed with the Grundy County Recorder.
- The required long term maintenance account has been created.
- Construction has been completed.
- Credits in sufficient quantities and qualities are available for debit to meet your requirements.

It is our understanding that you require 166.00 Stream Credits to satisfy unavoidable impacts described in the above referenced Section 404 Application. Upon the signing of this Purchase Agreement, and the payment of \$12,450.00 for the 166.00 stream credits to Gold Whitten III, LLC, we will debit 166.00 stream credits from the bank's credit ledger.

**General Provisions:**

**PRICE:** The Purchase Price for 166.00 stream credits will be \$12,450.00 payable to Gold Whitten III, LLC as follows: \$12,450.00 due on or before August 16, 2024.

**TIME FOR ACCEPTANCE:** This purchase agreement must be signed and return on or before July 25, 2024. When accepted, this Agreement shall become a binding contract. If the purchase agreement ~~and deposit~~ is not received on or before July 25, 2024, this Purchase Agreement shall become Null and Void.

If the balance of \$12,450.00 is not received on or before August 16th, this purchase agreement shall become Null and Void.

Immediately upon receiving payment in full, Gold Whitten III, LLC deliver a copy and proof of payment to:

Regulatory Project Manager  
Rock Island District Corps of Engineers  
Clock Tower Building – PO Box 2004  
Rock Island, IL 51204-2004

Thursday, July 11, 2024

Credits are not reserved until this document is fully executed and returned. Payments should be mailed to Gold Whitten III, LLC at 101 East Graham Ave. Council Bluffs, IA 51503

Date: 7-11-2024

Date: 7/16/24

Gold Whitten III, LLC  
One Embarcadero Center, Suite 3860  
San Francisco, CA 94111

For Gold Whitten III, LLC:

For: Story County

Adam Thien

Shirley K. Hedders



Planning and Development Department  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7245  
[www.storycountyiaowa.gov](http://www.storycountyiaowa.gov)

July 12, 2024

## MEMORANDUM

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**DATE:** July 12, 2024  
**TO:** Story County Board of Supervisors  
**FROM:** Leanne Harter, Story County Planning and Development Director  
**RE:** Consideration of Purchasing Subscription to Adobe Creative Cloud for use by Planning and Development and Permission to use the County Credit Card (unbudgeted)

Attached is a quote for the subscription to Adobe Creative Cloud for one license in the amount of \$249.78. This is an annual cost that is not budgeted. Planning and Development is requesting the Board of Supervisors approve costs up to \$500 for two subscriptions for the office.

Please let me know if you have any questions.

**APPROVED**      **DENIED**  
Board Member Initials: LAH  
Meeting Date: 7-16-24  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Thank you for choosing CDW. We have received your quote.

Hardware    Software    Services    IT Solutions    Brands    Research Hub

# QUOTE CONFIRMATION

**TIM PATTERSON,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. If you are an eProcurement or single sign on customer, please log into your system to access the CDW site. You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

**Quote Expiration Date: 8/9/2024**

Quote valid for 30 days, subject to OEM price changes.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NZH2353	7/10/2024	NZH2353	8484660	\$249.78

**QUOTE DETAILS**

ITEM	QTY	CDW #	UNIT PRICE	EXT. PRICE
Adobe Creative Cloud for Teams - All Apps - Subscription New - 1 user Mfg. Part#: 65304043BC02C12-03 Electronic distribution - NO MEDIA Contract: SVAR_IA_IL_230050244 (230050244)	1	7661740	\$249.78	\$249.78

<b>SUBTOTAL</b>	\$249.78
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$249.78</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> STORY COUNTY INFORMATION TECHNOLOGY ACCOUNTS PAYABLE 900 6TH ST NEVADA, IA 50201-2004 Phone: (515) 382-7304 Payment Terms: NET 30-VERBAL	<b>Shipping Address:</b> STORY COUNTY INFORMATION TECHNOLOGY TIM PATTERSON 900 6TH ST ADMINISTRATION BLDG NEVADA, IA 50201-2004 Phone: (515) 382-7304 Shipping Method: ELECTRONIC DISTRIBUTION
	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

**RESOLUTION NO. 25-03**

**UN-COMMITMENT OF FUND BALANCE**

WHEREAS Resolution No 17-36 committed funds intended to offset conservation impacts to Story County, and

WHEREAS Resolution No 19-23 un-committed funds, and

WHEREAS Resolution No 19-69 un-committed funds, and

WHEREAS Resolution No 20-08 un-committed funds, and

WHEREAS Resolution No 20-84 un-committed funds, and

WHEREAS Resolution No 20-110 un-committed funds, and

WHEREAS Resolution No 21-81 un-committed funds, and

WHEREAS Resolution No 22-01 un-committed funds, and

WHEREAS Resolution No 23-03 un-committed funds, and

WHEREAS Resolution No 24-04 un-committed funds, and

WHEREAS the Story County Conservation Board and the Story County Board of Supervisors have identified projects/purchases that qualify, and

WHEREAS, it is desired to un-commit an amount for use of fund balances for certain purposes, in accordance with the Governmental Accounting Standards Board (GASB) 54 instructions,

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

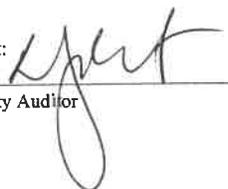
**UN-COMMIT:**

General funds in the amount of \$55,604.00 shall be un-committed for Sopers Mill, Osheim, Ryerson payments.

Approved this 16th day of July, 2024

  
Chairperson, Board of Supervisors

Attest:

  
County Auditor

ROLL CALL  
FOR ALLOWANCE

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

ALLOWED BY VOTE  
OF BOARD

Yea 3 Nay 0 Absent 0

 Above tabulation made by JB  
CHAIRPERSON

**RESOLUTION NO. 25-04**  
**FY24 FUND BALANCE RESOLUTION**

WHEREAS, it is desired to assign fiscal year ending fund balances for certain purposes, in accordance with the Governmental Accounting Standards Board (GASB) 54 instructions,

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

**ASSIGNED:**

General fund balance for fiscal year ending June 30, 2024: \$49,330 ASSET carryovers; \$91,000  
 Vehicle purchases (Shrf); \$315,575 for CIP; \$330,824 for small community funding; \$2,240,977  
 for future capital projects for a total of \$3,027,705 in the general fund.  
 Inmate Commissary Fund: \$121,480.98  
 County Attorney Fine Collection Fund: \$90,715.65  
 Conservation Acquisition & Capital Projects Fund: \$1,040,952.17

**RESTRICTED:**

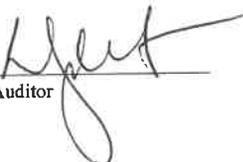
General Fund –LATCF Funds: \$100,000  
 Genera Sub-Fund -MHDS: \$4,271.15  
 General Sub-fund -ARPA: \$10,238,285.28  
 General Supplemental Fund: \$2,329,821.25  
 Rural Services Fund: \$2,020,847.72 - \$487,378. LOST Assigned  
 TIF Fund: \$91,947.46  
 Urban Renewal Projects Fund: \$59,604.07  
 LG Opioid Abatementt Fund: \$796,969.62  
 Secondary Roads Fund: \$5,467,601.44  
 Special Law Enforcement Fund: \$140,857.71  
 REAP Fund: \$133,518.83  
 Recorder’s Records Management: \$77,784.53  
 Debt Service Fund: \$134,969.77  
 Capital Projects Fund: \$1,001,675.17  
 Capital Projects – TIF Fund: \$514,633.35  
 Sheriff Reserve Officers Fund: \$29,705.51  
 Friends of Conservation: \$1,456,689.68  
 Friends of Animals: \$133,662.15

**COMMITTED:**

General Fund: \$619,900.37

Approved this 16<sup>th</sup> day of July, 2024

  
 Chairperson, Board of Supervisors

Attest:   
 County Auditor

**ROLL CALL  
 FOR ALLOWANCE**

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

**ALLOWED BY VOTE  
 OF BOARD** Yea 3 Nay 0 Absent 0

 Above tabulation made by   
 CHAIRPERSON

**RESOLUTION #25-01**  
**Speed Limit Authorization**

**WHEREAS:** The Board of Supervisors is empowered under authority of Sections 321.255 and 321.285 Subsection 4 of the Code of Iowa to determine, upon the basis of an engineering and traffic investigation, that the speed limit on any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

**WHEREAS:** Such investigation has been completed in accordance with Manual on Uniform Traffic Control Devices, Section 2B.13, by the Story County Engineer.

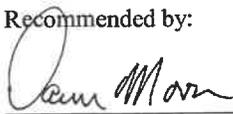
**NOW THEREFORE, BE IT RESOLVED** by the Story County Board of Supervisors that a speed limit be established and appropriate signs be erected at the location described as follows:

- 1) On secondary road Grant Ave., beginning 1380 feet south of Cedar Drive in Section 10-84-24 and then running north 780 feet, shall be established at 45 miles per hour.
- 2) Then from the end of segment 1, north 780 feet to the beginning of the existing 25 mph speed zone shall be established at 35 mph.

This resolution supersedes and voids all previous resolutions establishing a speed limit on the road section above described. Speed Limit to be effective upon erection of signs.

Adopted this 16th day of July, 2024

Recommended by:

 7-8-24  
 \_\_\_\_\_  
 Darren R. Moon, P.E.      Date  
 County Engineer

Attest:   
 \_\_\_\_\_

ROLL CALL	Latifah Faisal	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>
FOR ALLOWANCE	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 THE BOARD  
 Yea 3    Nay 0    Absent 0

  
 \_\_\_\_\_  
 CHAIRPERSON      Above tabulation made by 

Subject: Language Change Request for Current Project Award &  
Request for Additional \$35,000 to Close Final Project Funding Gap

**APPROVED** **DENIED**

Board Member Initials: AKH

Dear Story County Board of Supervisors,

Meeting Date: 7-16-24

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

I hope this letter finds you well. I am writing to you with a general update on our community efforts in Slater to finish my long needed childcare center along with two requests for your consideration. Over the past two years, our project targets and estimated costs have changed greatly but never have we been closer to achieving our goal.

As you are well aware through your gracious previous support and continued childcare partnerships across Story County, quality childcare is critical for the development of young children and the economic stability of families. It allows parents to work or pursue education, knowing their children are in a safe and nurturing environment.

Due to ever increasing costs of building a brand-new facility delaying my construction schedule and adjusting to the loss of state grant as a result, I have shifted my project to a renovation of a current building in Slater that significantly lowers my costs and while not impacting the number of served children in the area.

Today I am asking for consideration of two requests:

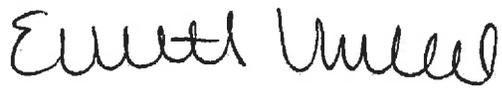
- 1) To best meet the language required by my private banking institutions for their underwriting needs. I request a change that shows the address of the new property and in addition, instead of it stating that it's being used for land purchase and construction, I would request wording be changed to being used for tenant improvements. This meets the new project target of the property in question and still preserving the ability to utilize your original grant award.
- 2) With change in location, it has made it possible to significantly lower costs without impacting the ability of Stepping Stones Childcare to lower the number of children slots originally planned. However, the several construction delays in my original concept unfortunately did not allow me to utilize an awarded grant from the State of Iowa and despite several attempts to keep the funding and submitting documentation on new project focus and timeline, it was refunded back at their request. With this loss I now face a \$70,000 final funding shortfall to complete my financing. The City of Slater voted to approve \$35,000 due to this unfortunate event, contingent on the Board of Supervisors approving equal amount. I am requesting no other changes to the original terms of your gracious support and will even commit that any additional funding to be first dollars out in my construction renovations to meet any potential reporting needs.

We as a community believe that by investing in this childcare center, the county will not only support the immediate needs of children and families but also contribute to the long-term economic and social well-being of Slater and surrounding region. Quality early childhood education has been proven to yield substantial returns on investment by reducing future costs related to remedial education, criminal justice, and social services, while also promoting a more educated and productive workforce.

We are committed to working collaboratively with the county and other stakeholders to ensure that our childcare center continues to be a beacon of support for Slater and shows all our commitment to the next generation and providing support to families and local employers with quality childcare opportunities. We are more than willing to provide any additional information or documentation needed to facilitate this request.

Thank you for considering my request for additional financial support. Your support throughout this entire process has been invaluable and shown not only a commitment to my vision but the community of Slater and Story County as well.

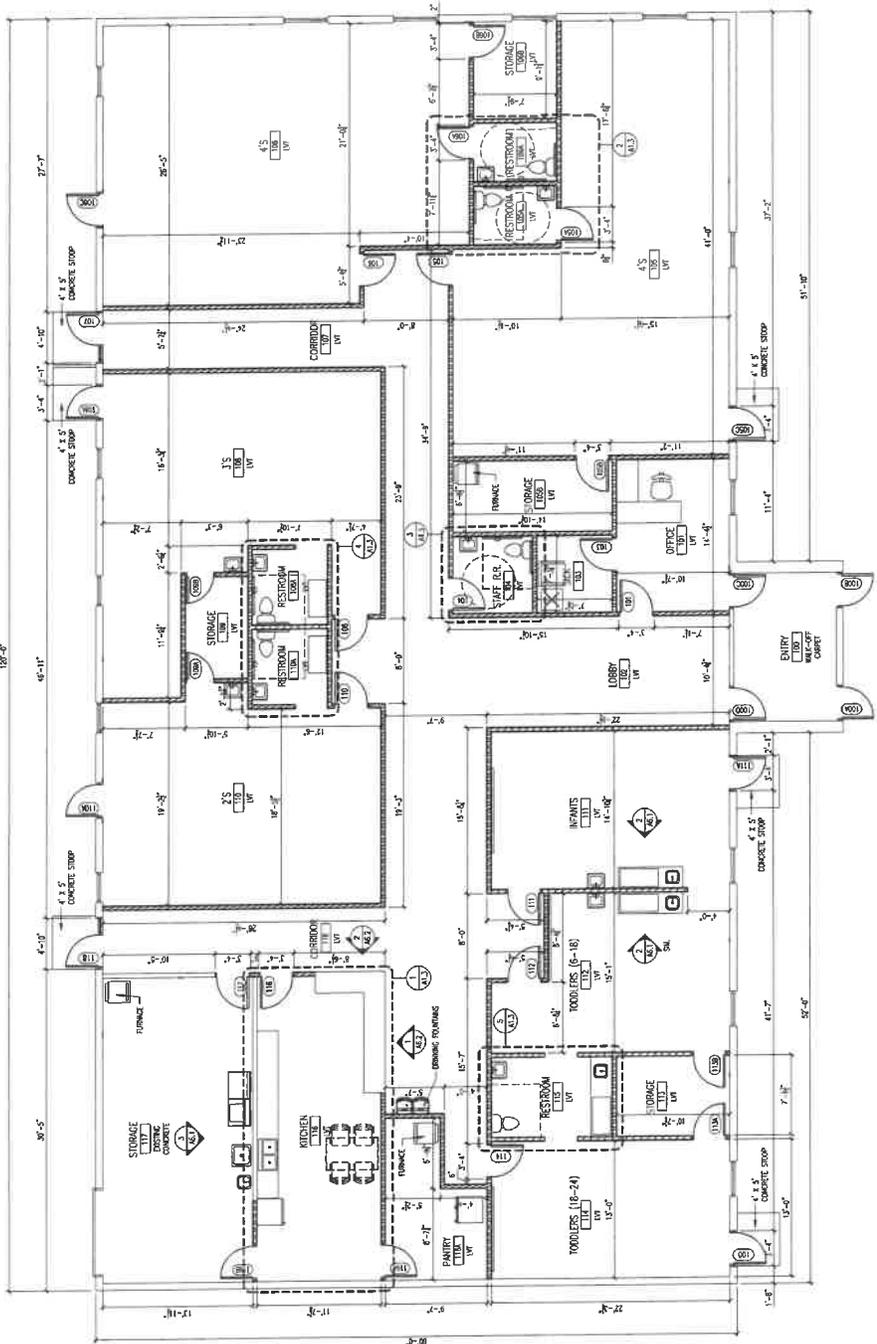
Sincerely,

  
Elizabeth Umland



<b>Sources</b>				<b>Uses</b>			
SBA 7a Loan	\$	1,280,000	80.00%	F&F, Equipment, office supplies	\$	225,000	14%
Consumers Energy 2% loan	\$	140,000	8.75%	Working Capital 2 mos +\$20M opé	\$	175,000	11%
				Tl's with 7.5% contingency	\$	1,032,816	65%
				Design MEP	\$	62,500	4%
				Sign & Fence	\$	7,500	0%
Personal eligible cash-to confirm	\$	10,000	0.63%	Interest Carry 6 months	\$	50,000	3%
Cash Equity Gap	\$	70,000	4.38%	Packaging Fee	\$	2,500	0%
City Grant	\$	50,000	3.13%	Est closing costs and monitoring	\$	2,500	0%
County Grant	\$	50,000	3.13%	Estimated SBA Cty Fee	\$	42,184	3%
<b>Total Sources</b>	<b>\$</b>	<b>1,600,000</b>	<b>100%</b>	<b>Total Uses</b>	<b>\$</b>	<b>1,600,000</b>	<b>100%</b>

PRELIMINARY NOT FOR CONSTRUCTION



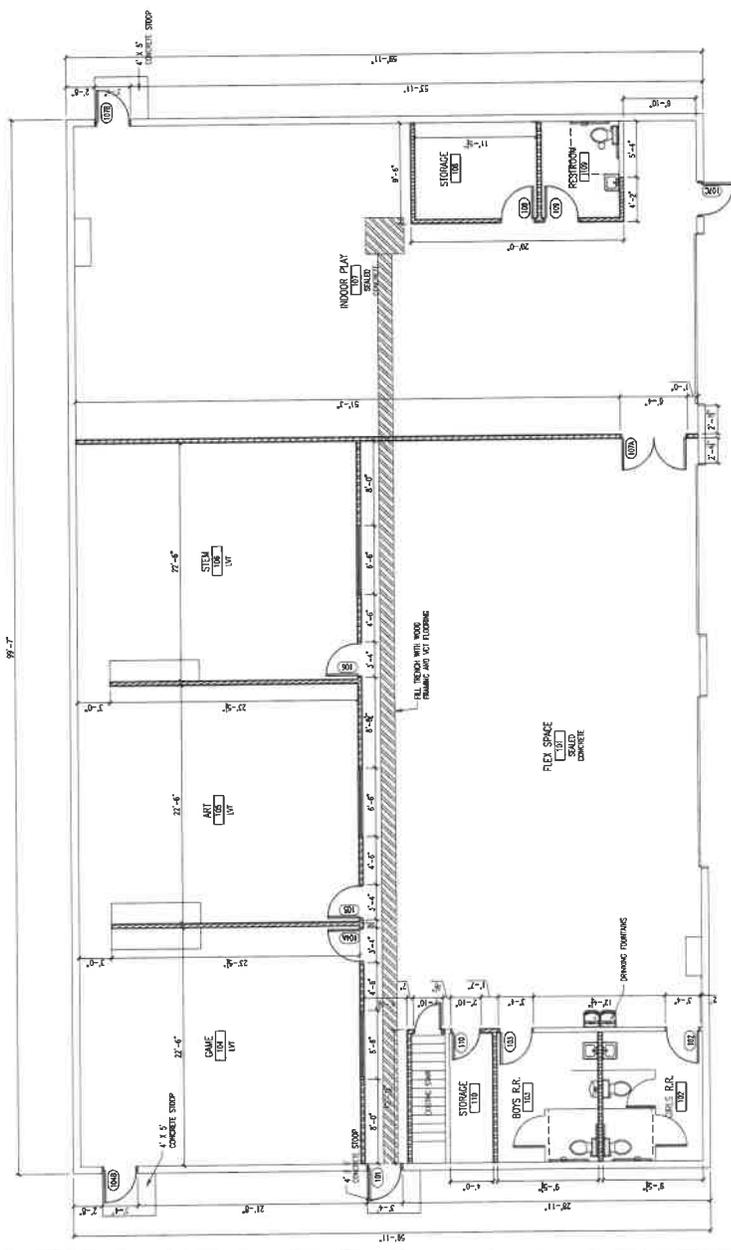
- GENERAL WALL TYPE NOTATION REFERENCES:
- CONCRETE WALL
  - WOOD STUD FRAMING (EXTERIOR)
  - WOOD STUD FRAMING (INTERIOR)
  - THE LEGEND IS FOR VISUAL REFERENCE ONLY. SEE WALL TYPE ASSEMBLY AND DETAILS.
- NOTES:
  - 1. THE ABOVE SHALL BE THE WALL TYPE ASSEMBLY FOR THE PROJECT.
  - 2. THE ABOVE SHALL BE THE WALL TYPE ASSEMBLY FOR THE PROJECT.
  - 3. THE ABOVE SHALL BE THE WALL TYPE ASSEMBLY FOR THE PROJECT.
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  - 10. THE ABOVE SHALL BE THE WALL TYPE ASSEMBLY FOR THE PROJECT.

- GENERAL NOTES:
1. THE ABOVE SHALL BE THE WALL TYPE ASSEMBLY FOR THE PROJECT.
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  9. THE ABOVE SHALL BE THE WALL TYPE ASSEMBLY FOR THE PROJECT.
  10. THE ABOVE SHALL BE THE WALL TYPE ASSEMBLY FOR THE PROJECT.

FLOOR PLAN - SOUTH BUILDING  
 SCALE: 3/16" = 1'-0"

PRELIMINARY NOT FOR CONSTRUCTION

1 FLOORPLAN - NORTH BUILDING  
 SCALE: 3/16" = 1'-0"



GENERAL WALL TYPE (NOT REFERENCE):  
 HATCHED WOOD STUD FRAMING (HWF)  
 THIS LEGEND IS FOR VISUAL REFERENCE ONLY.  
 SEE WALL TYPE/ASSIGNMENT AND DETAILS.

THE WALL ABOVE THE BOYS/GIRLS RESTROOMS AND BOYS/GIRLS RESTROOMS SHALL BE CONSTRUCTED AS FOLLOWS:  
 - 2\"/>

- FLOOR PLAN - GENERAL NOTES:
1. DIMENSIONS SHOWN ARE BASED ON NOMINAL WALL THICKNESS. SEE ARCHITECTURAL NOTES FOR DETAILS.
  2. DIMENSIONS SHOWN ADJACENT TO WALL TYPE LEGEND INDICATE TOP OF FINISH FLOOR LEVEL. UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO FACE UNLESS INDICATED OTHERWISE.
  3. FINISH FLOOR LEVEL SHALL BE 0'-0\"/>

PRELIMINARY NOT FOR CONSTRUCTION



## **Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) is entered into between Story County, Iowa whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as “County”, and Stepping Stones Child Development Center whose mailing address and telephone number is 345 Sheffield Avenue Slater, Iowa 50244, telephone 515-447-0910 (hereinafter referred to as “Provider”).

I. **Purpose.** The purpose of this MOU is to set forth an understanding between the County and Provider of the terms and conditions under which the County will provide funding to the Provider for development of the Stepping Stones Child Development Center in Slater, Iowa.

A. This investment promotes economic development with the creation of 30 jobs, and its presence serves to assist in attracting housing development and other businesses. In addition, the Story County Community Health Assessment conducted in 2020 listed childcare as one of the top needs in the county and identified Slater as a “childcare desert.”

B. Funding awarded to the Provider is a subaward of the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) fund, and this MOU requires the Provider agree to any and all compliance requirements for use of SLFRF funds; and any and all reporting requirements for expenditures of SLFRF funds. (All definitions from “Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds” dated February 28, 2022, version 3.0.)

II. **Provider’s “Pay it Forward” Commitment.** As the Provider prepares to begin construction of the childcare center in Slater, funding is needed for build out (facilities). In recognition of \$50,000 in financial assistance from the County to the Provider for costs related to construction, Provider will “pay it forward” by providing the equivalent of \$50,000 in a free or reduced-cost slot or slots in accordance with the following criteria:

A. Provider will consider applicants who are not eligible for child care assistance through the Iowa Department of Human services.

B. Provider will not discriminate against an applicant on the grounds of race, color, national origin, sex, age or disability.

C. Number of weeks provided to be based on average cost on Provider’s sliding fee scale.

III. **Disbursement of Funds.** Once funds are disbursed to Provider, these funds shall be deposited in a separate account for the Stepping Stones Child Development Center that is only accessible to the business owner Elizabeth N. Umland (hereinafter referred to as “Owner”) until it is expended for the intended purpose. Once expended, Owner shall file a copy of the receipt(s) to Story County verifying how funds were spent.

IV. **Use of funds.** Both the County and Provider understand that these funds are to be used only for the intended purpose of any activities necessary to purchase property (1.7 acres located at 345 Sheffield Avenue of Trailside Development) and construction of real property for a child care facility located in Slater, Iowa. Such costs include, but are not limited to: legal fees, architect fees, engineering fees, the purchase of property, construction of a building, and indoor or outdoor furnishings/equipment for a child care facility.

A. The Provider is not eligible to use funds to act as the contractor or for any time/work on the project.

V. **Payment Amount and Method.** The maximum amount available under this MOU is \$50,000 and was approved by the Story County Board of Supervisors to be paid from the Revenue Loss Funds expenditure category of the SLFRF funds. The Board subsequently approved this amount for the Provider's use. In order to draw down funds, the Provider must submit to the County an appropriate claim form for approval submitted to the County for payment within forty-five (45) days from the date of this MOU.

VI. **Sale, Transfer, or Disposal of Equipment.** Provider shall not move the equipment outside of Slater, shall not sell the equipment, or otherwise dispose of any equipment purchased with funds provided under this MOU without the written consent of Story County for a period of five (5) years after the expiration or termination of this Agreement.

VII. **Project Reporting.** Umland shall update the Story County Board of Supervisors in writing as the following benchmarks are met for the project.

- A. Ground breaking for the construction of the facility
- B. 50% of Construction Completed
- C. 100% of Construction Completed/1<sup>st</sup> day of operation
- D. Minimum of 50 children/students are enrolled and Attending the Facility
- E. Minimum of 10 employees are employed and working at the Facility
- F. Proof of 1<sup>st</sup> payment of property taxes has been made (after full valuation has been assessed).

VIII. **Duration.** This agreement shall remain in full force and effect until December 31, 2026. The Story County Board of Supervisors may terminate this MOU by giving written notice to the Provider at least thirty (30) days before the effective date of such termination. From and after the effective date of termination, the County shall have no obligation to pay Provider for any services provided under this MOU. The Grant will not pay any costs other than those incurred beginning after June 7, 2022. The final date for expending the County's SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Provider agrees to notify the County in writing prior to June 30, 2024 so that funding may be relocated. Therefore, all grant funds that remain unexpended as of June 30, 2024, must be returned to the County unless, by June 30, 2024, the Provider submits a satisfactory plan to spend the funds by December 31, 2026.

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

audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

A. The Provider shall permit the County or any party designated by it upon reasonable prior notice to the Provider to examine, visit and inspect the Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Provider pertaining to the Project and/or the Grant.

**X. Default.**

A. If it is discovered, at any time, that these funds were not used for the intended purpose, this agreement will immediately become null and void, and all Grant dollars must be repaid to the County within 30 days.

B. If at any point in time this aforementioned child care facility does NOT get completed, 100% of monies advanced must be returned to Story County. If suit is brought to collect any of these monies, the County shall be entitled to collect all reasonable costs and expenses of the suit, including, but not limited to, reasonable attorney's fees.

**XI. Address for Claims, Notices, or Other Correspondence.** Any claims, notices, and other correspondence to the County related to this MOU shall be directed to the address below as follows:

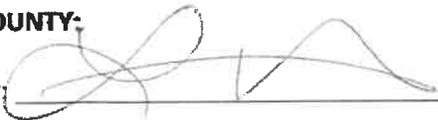
Story County Board of Supervisors' Office  
Story County Administration Building  
Attention: Leanne Harter  
900 6<sup>th</sup> Street  
Nevada, Iowa 50201

**XII. Effective Date of MOU.** Upon approval and signature by both parties, the agreement will become effective immediately.

*This Agreement has been executed by the parties hereto, through their duly authorized officials.*

**COUNTY:**

By:



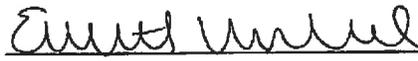
Print Name: Latifah Faisal

Print Title: Chair, Board of Supervisors

Date: 7.5.22

**STEPPING STONES CHILD DEVELOPMENT CENTER:**

By:



Printed Name: Elizabeth N. Umland

Print Title: CEO

Date: 6.29.22

**AMENDMENT NO. 1**  
**To**  
**MEMORANDUM OF UNDERSTANDING for**  
**Stepping Stones Child Development Center**  
**Dated March 7, 2023**

This AMENDMENT No. 1 is by and among the County of Story, Iowa and the Stepping Stones Child Development Center (collectively, "the Parties"). In consideration of the mutual covenants herein made, the Parties agree as follows:

**SECTION 1. PURPOSE OF AMENDMENT**

1. Parties agree that an amendment should be made as noted to the Memorandum of Understanding, by inserting language and striking language, as outlined below:

I. **Purpose.** The purpose of this MOU is to set forth an understanding between the County and Provider of the terms and conditions under which the County will provide funding to the Provider for development of the Stepping Stones Child Development Center in Slater, Iowa.

A. This investment promotes economic development with the creation of 30 jobs, and its presence serves to assist in attracting housing development and other businesses. In addition, the Story County Community Health Assessment conducted in 2020 listed childcare as one of the top needs in the county and identified Slater as a "childcare desert."

~~B. Funding awarded to the Provider is a subaward of the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") fund, and this MOU requires the Provider agree to any and all compliance requirements for use of SLFRF funds; and any and all reporting requirements for expenditures of SLFRF funds. (All definitions from "Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds" dated February 28, 2022, version 3.0.)~~

V. **Payment Amount and Method.** The maximum amount available under this MOU is \$50,000 and was approved by the Story County Board of Supervisors ~~to be paid from the Revenue Loss Funds expenditure category of the SLFRF funds.~~ The Board subsequently approved this amount for the Provider's use. ~~In order to draw down funds, the Provider must submit to the County an appropriate claim form for approval submitted to the County for payment within forty five (45) days from the date of this MOU.~~

VIII. **Duration.** This agreement shall remain in full force and effect until December 31, 2026. The Story County Board of Supervisors may terminate this MOU by giving written notice to the Provider at least thirty (30) days before the effective date of such termination. From and after the effective date of termination, the County shall have no obligation to pay Provider for any services provided under this MOU. The Grant will not pay any costs other than those incurred beginning after June 7, 2022. ~~The final date for expending the County's SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Provider agrees to notify the~~

County is writing prior to June 30, 2024 so that funding may be relocated. Therefore, all grant funds that remain unexpended as of June 30, 2024, must be returned to the County unless, by June 30, 2024, the Provider submits a satisfactory plan to spend the funds by December 31, 2026.

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2. All other terms and conditions of the Memorandum of Understanding identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment.

STORY COUNTY, IOWA (County)  
CENTER

Print Name: Latifah Faisal

By:   
Chairperson of the Board of Supervisors

Dated: 3-7-23

STEPPING STONES CHILD DEVELOPMENT

Print Name: Elizabeth Umland

By: \_\_\_\_\_

Dated: 3-1-23

## Slater City Council Meeting June 10, 2024

The Slater City Council meeting was called to order by Mayor Taylor Christensen at 6:04pm on June 10, 2024 at Slater City Hall, 101 Story Street, Slater, Iowa. Roll being called Present: Sue Erickson, Ken May, Shawn Birdsall, and Craig Conley. Absent: Joel Newman. Also present: Jennifer Davies – City Administrator / Clerk and Mark Estrem – Public Works Director.

Motion by Erickson, seconded by May, to approve the consent agenda. Items approved include agenda for June 10, 2024 meeting; minutes from the May 13, 2024; and claims totaling \$64,370.03. List below also includes \$18,652.08 in additional regular/recurring and payroll expenses, for a total expenses paid of \$122,567.45.

VENDOR	REFERENCE	AMOUNT
AFLAC	AFLAC- PRE-TAX	\$ 101.76
AMAZON CAPITAL SERVICES	ACCT # A29CRGDM0GBBXE	\$ 1,494.37
BAKER & TAYLOR BOOKS	BOOKS	\$ 1,259.38
ELAN FINANCIAL SERVICES	POOL, POSTAGE, PROGRAMING	\$ 6,376.94
CENTRAL IOWA DISTRIBUTING, INC	TP, TRASH BAGS, GLOVES, AERO	\$ 559.00
CENTRAL PUMP & MOTOR, LLC	POOL PUMPS-REPAIR	\$ 5,704.26
CONTROLLED ACCESS MIDWEST	GENERATOR/CLUTCH DISENGAGED	\$ 384.00
COPY SYSTEMS INC	COPIER INK & MAINTENANCE	\$ 168.54
CORE & MAIN	CHEMICALS	\$ 536.00
CULLIGAN	WATER	\$ 39.87
D & K PRODUCTS	DIMENSION	\$ 1,553.50
DEMCO	BOOK COVERING SUPPLIES	\$ 70.51
DIAM PEST CONTROL	PEST CONTROL	\$ 99.00
ECHO GROUP, INC	CONNECTORS, WIRE NUTS, NIMBUS	\$ 474.13
CONSOLIDATED ELECTRICAL DIST	GENERATOR SERVICE	\$ 321.00
FELD FIRE	1376000 Customer #/PUMP TEST	\$ 442.00
FICA	FED/FICA TAX	\$ 10,966.14
FLEENER, CHAD	ORGANIZER BINS - EMS	\$ 253.12
GARBAGE GUYS	GARBAGE SERVICE	\$ 440.00
HAWKINS, INC	CHEMICALS-POOL	\$ 3,762.89
INROADS PAVING, LLC	REPAIR OF CEMETERY DRIVE	\$ 9,797.00
IOWA DEPARTMENT OF REVENUE	STATE TAX	\$ 620.55
IOWA ONE CALL	IOWA ONE CALL	\$ 21.60
IPERS	IPERS	\$ 3,057.41
ISOLVED BENEFIT SERVICES WDM	SELF FUNDING ADMIN	\$ 20.00
KARL EMERGENCY VEHICLES	REF # 129389	\$ 1,829.77
LOCALIQ	FY 2025 BUDGET HEARING NOTICE	\$ 438.66
LONG, JULIE	SNACKS	\$ 12.23
MANATTS, INC	ROCK FOR TRAILSIDE PARKING LOT	\$ 6,134.60
MARTIN OIL WHOLESALE	FUEL	\$ 1,240.88
MENARDS - AMES	STORAGE CABINETS	\$ 625.25
MENARDS - ANKENY	ROUND GRATE	\$ 8.98
MICROBAC LABORATORIES INC	SEWER TESTING	\$ 547.00

MUNICIPAL SUPPLY, INC.	12 SMART POINT PORTS & ACCESSO	\$	7,752.66
OMNISITE	SEWER TREATMENT	\$	159.70
ONE HOUR HEATING AND A/C	POOL-BACKFLOW TEST	\$	120.00
P & M APPAREL	UNIFORMS	\$	1,004.38
PETTY CASH	CONCESSIONS START CASH	\$	300.00
POSTMASTER-SLATER	JUNE UTILITY BILLS	\$	339.73
PRECISION DOOR SERVICE OF DM	REPLACEMENT OF OVERHEAD DOORS	\$	3,100.00
PROSOURCE SPECIALTIES LLC	DRAW STRING BAGS	\$	480.00
SAFE BUILDING COMPLIANCE&TECH	BUILDING INSPECTIONS	\$	4,320.74
TITAN MACHINERY	3KANLINE ORANGE	\$	255.60
TOWN & COUNTRY MARKET	MEET & EAT	\$	48.69
TRIONFO SOLUTION, LLC	LIFE INSURANCE	\$	173.63
US BANK EQUIPMENT FINANCE	COPIER INK & MAINTENANCE	\$	61.08
USA BLUEBOOK		\$	219.38
WELLMARK BLUE CROSS & SHIELD	HEALTH INSURANCE	\$	4,543.63
Accounts Payable Total		\$	82,239.56
Total Payroll Paid		\$	40,327.89
***** REPORT TOTAL *****		\$	122,567.45

June 2024 Expensed from above by category:

May 2024 Revenues = \$201,442.69

GENERAL	91,297.81
ROAD USE	6,109.81
EMPLOYEE BENEFITS	4,662.42
WATER	13,294.73
SEWER	5,886.04
STORM WATER	733.41
RESOURCE RECOVERY	583.23

GENERAL	63,539.53
ROAD USE	17,571.81
LOCAL OPTION SALES TAX (LOST)	24,435.62
WATER, SEWER, STORM & RR	95,895.73

Sheriff's office stressed the importance of not making yourselves a target. Most crime happens because of opportunity. Please remember to lock your homes and car doors.

A resident had questions of parking on 2<sup>nd</sup> Ave.

Several residents spoke concerns about safety, parking, and noise issues associated with the load music and food truck generators happening more and more frequently. Council suggested they create a "sound proof" box for the generators and/or install an electric pedestal for trucks to plug into. The public likes the food trucks coming, we just need to find a way to improve the experience for everyone in the neighborhood. It was mentioned that traffic concerns (for ANYWHERE in town) can be made directly to the sheriff's office at the NON emergent #515-382-6566.

A property owner shared concerns about his water bill cost.

Gogerty reported summer reading program kicked off June 6<sup>th</sup>, 300+ people were in attendance. 380 kids are registered for the summer programs. Due to the high attendance, several programs have been capped due to space constraints. There are 13 programs planned for this week alone. Come support the "Kids Farmers Market" on Monday July 8<sup>th</sup>.

The Building Committee for the new Community Center and Library is updating the building plans to incorporate input from the public, and scaling the building down in order to reduce costs. Please watch for public meetings and a survey about the project in order to get more updated public input.

Alliant reported transformers are finally available, so the underground project they started 2 years ago will be completed this year – by the end of Aug/Sept. If other companies can get their lines transferred to the new poles, Alliant will remove the old ones.

Fleener reported Slater EMS had 6 calls in May; discussion of a possible new building that would include both Fire and EMS are still progressing; and they are working with the pharmacy to create a contract in order to move forward on upgrading services offered in Slater.

Strumpfer report the Fire Dept has vehicle upgrades in progress, the fundraiser / dance last weekend - June 1<sup>st</sup> was another success; and they continue to research the purchase of extrication equipment.

Estrem reported rock for the parking lot at Trailside Park is getting delivered; the pool is open; pool staff is running the concession stand this year with food trucks during JV/Varsity baseball games. additional speed limit signs are being installed on Hwy 210; pool is moving forward for a June 1<sup>st</sup> opening; and asphalt work is being completed at the Cemetery; there was discuss of the sewer smell, and the response required to the EPA; and it was confirmed that the sewer meters are currently functioning for proper records / billing needs.

Council set a special meeting for Tuesday, June 25<sup>th</sup> @ 6:00pm to complete some end of the fiscal year items; and discussed some possible accounting software options.

Motion was made by May, seconded by Birdsall, to approve Resolution #39 (2023-2024): Accepting updated Plat submittal for Siever's Industrial Park – Plat 1. Motion approved with a vote of 4-0.

Motion was made by Birdsall, seconded by May, to table Resolution #40 (2023-2024): Pay application #1 for Keller – Water & Sewer expansion to Sievers light Industrial Area. Motion approved with a vote of 4-0.

Council discussed a \$35,000 grant for Stepping Stone Daycare. Motion was made by Erickson, seconded by Birdsall, to approve Resolution #41(2023-2024): Economic Development Grant with a reporting benchmark requirements added as discussed. Motion approved with a vote of 4-0.

Mayor Christensen opened the public hearing for Budget Amendment #2 for FY 2024 at 7:46 pm. Davies reported no comments, questions, or concerns have been received at City Hall prior to this public hearing; and reviewed the amendments as published. Having no further discussion and no questions from the public, the Public Hearing was closed at 7:47pm. Motion was made by May, seconded by Birdsall, to approve Resolution #42(2023-2024): Adoption of Budget Amendment #2 for FY2024. Motion approved with a vote of 4-0.

Motion was made by May, seconded by Erickson, to approve Resolution #43: Professional Services agreement with Snyder & Associates for engineering (topography survey, ballfield layout, and construction staking for phase 1 of Trailside Park/Sports Complex. Motion approved with a vote of 4-0.

Council discussed the City offices being closed July 5<sup>th</sup>. It was decided against as Council meeting will be the next week.

Motion was made by May, seconded by Birdsall to approve Danielle Wolfe for the Deputy / Utility Clerk position @ \$25.00 per hour plus benefits. Motion approved with a vote of 4-0.

Council discussed salaries at length. Motion was made by May, seconded by Birdsall, to approve Resolution #44 (2023-2024): FY 2025 Salary Resolution as presented (recommendation from Department Heads and Boards) with the addition of a 7% increase for Davies(City Administrator/ clerk) and Estrem (Public Works director) to the resolution. Motion approved with a vote of 4-0.

May reviewed plans/ideas for a dog park in Slater. There would be no cost to the city with donations from individuals and Huber fencing; it would be approx. 40' x 100'; located west of the High Trestle Trail. More information to come.

Motion was made by Birdsall, seconded by May to table the approval of the Cigarette Permit for Casey's . Motion approved with a vote of 4-0.

Motion was made by Birdsall, seconded by Erickson, to approve liquor license for BeerCoe / Rolling Taps – assuming dram shop is completed - for the 4<sup>th</sup> of July events. Motion approved with a vote of 4-0.

Motion was made by Birdsall, seconded by May, to approve all street closures for 4<sup>th</sup> of July events as outlined below (this means NO PARKING or your vehicle may be towed at your own expense):

A) Parade route – 8am to 12:00pm (Noon) - Main Street from Greene to Tama; Tama Street from Main St to 4<sup>th</sup> Ave; 4<sup>th</sup> Ave from Tama St to Greene; Greene St from Main St to 5<sup>th</sup> Ave

B) Kiddie Parade – July 3, 2024 – 5:30pm to 6:30pm- Tama St from Main Street to 4<sup>th</sup> Ave

C) July 3, 2024 @ noon till July 4<sup>th</sup> @ 10pm  
\*3<sup>rd</sup> Ave from Benton to Tama  
\*4<sup>th</sup> Ave from Benton to Tama  
\*5<sup>th</sup> Ave from west side of Bank driveway to Benton  
\*Benton from 3<sup>rd</sup> Ave to 5<sup>th</sup> Ave  
\*Tama from 3<sup>rd</sup> Ave to 4<sup>th</sup> Ave

Motion approved with a vote of 4-0.

Motion was made by Birdsall, seconded by May, to approve fireworks permit for July 3<sup>rd</sup> @ 10pm (rain date of July 4<sup>th</sup> @ 10pm). Motion approved with a vote of 4-0.

Motion was made by Birdsall, seconded by May, to approve street closure of Main Street for 501 Main Street / The Station 4:30pm to 9:00pm from Story Street to Boone Street (except Ransom's driveway) on June 21, July 19 and Aug 16, 2024 for planned events.

Motion was made by Erickson, seconded by May, to approve liquor license for 501 Main Street / The Station effective June 21, 2024 through June 20, 2025. Motion approved with a vote of 4-0.

Motion was made by Birdsall, seconded by Conley, to approve street closure of Marshall St from 4<sup>th</sup> Ave to 5<sup>th</sup> Ave – 6:30pm to 9:30pm on July 3, 2024. Motion approved with a vote of 4-0.

Motion was made by Erickson, seconded by Birdsall, to approve street closure of Closure of 2<sup>nd</sup> Ave from Linn St to Cedar St AND Cedar St from 2<sup>nd</sup> Ave to the south property line of 201 Cedar St from Saturday

– July 6<sup>th</sup> @ noon through Sunday – July 7<sup>th</sup> @ noon for block party, band and fireworks. Motion approved with a vote of 4-0.

Motion was made by May, seconded by Erickson, to approve liquor license for Nite Hawk Bar and Grill – effective June 27, 2024 through June 26, 2025.

Motion was made by May, seconded by Birdsall, to approve the lease agreement for a Vendor at the Main Street Market with the addition of a liability release clause and making it 5 days if necessary. Motion approved with a vote of 5-0.

Council discussed the interest of Dollar General wanting to build just north of Slater City limits. The property owner expressed her intentions and safeguards she has built into the agreement. The City has the right to approve or deny the subdivision of land for this project. This will be further discussed at the June 25<sup>th</sup> – 6:00pm Council meeting.

Motion was made by Birdsall, seconded by Erickson, to adjourn the meeting at 9:35pm. All Ayes.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER  
Prepared By: Leanne Lawrie Harter, Planning and Development Director, Story County Planning and Development Department,  
900 6<sup>th</sup> Street, Nevada, Iowa 50201 | 515-382-7247 | lharter@storycountyiowa.gov

Please return to:  
Planning and Development

STORY COUNTY, IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NO. 25-05

RESOLUTION TEMPORARILY WAIVING PERMIT FEES FOR REPAIR OR RECONSTRUCTION FOR  
STORM-DAMAGED STRUCTURES

WHEREAS, on May 21, 2024, a significant storm event occurred throughout the state of Iowa, including in Story County; and

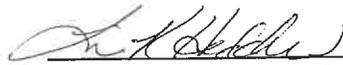
WHEREAS, as a result of the storm damage, Story County has received local, State and Federal Disaster Declarations; and

WHEREAS, county government has a responsibility to respond in times of emergency with appropriate assistance.

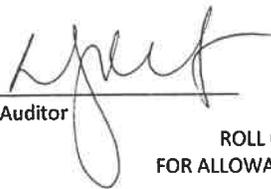
NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors as follows:  
For properties located within unincorporated areas of Story County damaged during this specific storm event on May 21, 2024, while all required permits will still be necessary in the repair or reconstruction of structures damaged by the storm, Story County will waive the applicable fees for the following types of permits for structures and required improvements: grading permits, floodplain permits (structural and non-structural) and zoning permits. This waiver shall not apply to fees paid for work already begun prior to May 21, 2024. This waiver shall remain in effect through January 31, 2025.

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 16<sup>th</sup> day of July, 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 3 Nay 0 Absent 0

  
CHAIRPERSON Above tabulation made by 

**Story County FY24 Quarterly Report**  
**June 30, 2024**

	Original		Apr-May-June		YTD		Percent of Budget	Amount Remaining
	Annual Budget	Amended	Total	Total	Total			
<b>Expenditures:</b>								
Board of Supervisors	\$1,237,060.00	\$1,264,605.00	\$252,587.06	\$1,119,544.40	\$1,119,544.40	88.53%	\$145,060.60	
Auditor	\$1,412,994.00	\$1,428,744.00	\$361,421.77	\$1,380,174.46	\$1,380,174.46	96.60%	\$48,569.54	
Treasurer	\$1,155,747.00		\$260,233.00	\$1,105,067.97	\$1,105,067.97	95.62%	\$50,679.03	
County Attorney	\$3,467,150.00	\$3,402,150.00	\$733,576.62	\$3,208,725.99	\$3,208,725.99	94.31%	\$193,424.01	
Sheriff	\$11,416,143.00	\$11,321,143.00	\$2,745,494.41	\$10,945,825.60	\$10,945,825.60	96.68%	\$375,317.40	
Recorder	\$515,791.00		\$117,219.92	\$499,442.17	\$499,442.17	96.83%	\$16,348.83	
Animal Control	\$683,555.00	\$649,635.00	\$165,521.29	\$610,875.59	\$610,875.59	94.03%	\$38,759.41	
General Betterment (40% L.O.S.T.)	\$1,522,372.00	\$1,641,383.00	\$675,423.60	\$1,411,905.38	\$1,411,905.38	86.02%	\$229,477.62	
Engineer	\$3,674,900.00	\$14,193,514.00	\$5,809,344.56	\$12,563,436.81	\$12,563,436.81	88.52%	\$1,630,077.19	
Veteran Affairs	\$143,499.00	\$154,511.00	\$35,350.54	\$142,595.69	\$142,595.69	92.29%	\$11,915.31	
Conservation Board	\$5,147,679.00	\$5,023,489.00	\$787,867.87	\$4,531,292.84	\$4,531,292.84	90.20%	\$492,196.16	
Environmental Health	\$479,385.00	\$481,385.00	\$90,512.56	\$374,715.95	\$374,715.95	77.84%	\$106,669.05	
IRVM	\$334,755.00		\$65,300.19	\$325,016.49	\$325,016.49	97.09%	\$9,738.51	
General Assistance	\$505,435.00	\$488,885.00	\$108,876.17	\$457,091.43	\$457,091.43	93.50%	\$31,793.57	
Group Homes	\$174,660.00	\$179,660.00	\$22,523.44	\$167,248.32	\$167,248.32	93.09%	\$12,411.68	
Human Services Center	\$806,900.00	\$768,900.00	\$169,177.99	\$716,185.48	\$716,185.48	93.14%	\$52,714.52	
Facilities Management	\$995,140.00	\$953,140.00	\$211,943.26	\$875,936.41	\$875,936.41	91.90%	\$77,203.59	
Information Technology	\$1,803,640.00	\$1,762,140.00	\$288,258.64	\$1,484,298.28	\$1,484,298.28	84.23%	\$277,841.72	
Planning & Development	\$434,625.00	\$411,125.00	\$88,300.83	\$372,902.80	\$372,902.80	90.70%	\$38,222.20	
Justice Center Facilities	\$1,043,565.00	\$1,046,065.00	\$252,704.59	\$964,700.09	\$964,700.09	92.22%	\$81,364.91	
HHS	\$65,200.00		\$10,879.12	\$52,894.56	\$52,894.56	81.13%	\$12,305.44	
MHDS Local Services	\$3,500.00		\$423.18	\$2,776.54	\$2,776.54	79.33%	\$723.46	
Juvenile Court Services	\$140,050.00		\$8,164.85	\$89,926.47	\$89,926.47	64.21%	\$50,123.53	
Countywide Services	\$16,705,771.00	\$22,132,325.00	\$6,872,574.95	\$16,486,645.55	\$16,486,645.55	74.49%	\$5,645,679.45	
<b>Total Expenditures:</b>	\$63,869,516.00	\$69,517,842.00	\$20,133,680.41	\$59,889,225.27	\$59,889,225.27	86.15%	\$9,628,616.73	
<b>Fund Balance Status:</b>		<b>Restricted</b>	<b>Committed</b>	<b>Assigned</b>	<b>% of exp</b>	<b>YTD</b>	<b>EFB %</b>	
General Basic Fund	\$16,055,708.16	\$100,000.00	\$619,900.37	\$3,027,705.00	92.58%	51.27%	na	
Gen Sub Fund ARPA	\$10,238,285.28				58.17%	na	na	
Gen Sub Fund MHDS	\$4,271.15				79.33%	na	na	
General Supplemental Fund	\$2,329,821.25				94.43%	40.00%	40.00%	
Rural Services Fund	\$2,020,847.72				94.82%	19.58%	19.58%	
TIF Fund	\$91,947.46				98.82%			
Secondary Roads Fund	\$5,467,601.44				88.39%	44.00%	44.00%	

## Story County FY24 Quarterly Report June 30, 2024

Departmental Revenues:	Annual Budget	Amended	YTD		Percent of Budget	Amount Remaining
			Total	%		
Auditor	\$114,300.00	\$139,300.00	\$139,333.82	100.02%	-\$33.82	
Treasurer	\$1,199,420.00	\$3,324,420.00	\$3,776,677.01	113.60%	-\$452,257.01	
County Attorney	\$399,300.00	\$424,300.00	\$402,798.29	94.93%	\$21,501.71	
Sheriff	\$1,158,500.00	\$1,223,097.00	\$1,062,253.16	86.85%	\$160,843.84	
Recorder	\$616,080.00	\$546,725.00	\$447,130.86	81.78%	\$99,594.14	
Animal Control	\$48,000.00	\$51,500.00	\$60,877.61	118.21%	-\$9,377.61	
Engineer	\$8,624,040.00	\$8,699,390.00	\$9,110,396.16	104.72%	-\$411,006.16	
Veteran Affairs	\$10,150.00		\$10,050.00	99.01%	\$100.00	
Conservation Board	\$1,317,185.00	\$947,618.00	\$913,755.44	96.43%	\$33,862.56	
Environmental Health	\$165,170.00		\$93,574.26	56.65%	\$71,595.74	
IRVM	\$20,280.00	\$19,480.00	\$19,247.59	98.81%	\$232.41	
General Assistance	\$10,900.00	\$1,900.00	\$0.00	0.00%	\$1,900.00	
Group Homes	\$214,136.00		\$202,916.48	94.76%	\$11,219.52	
Human Services Center	\$3,000.00		\$3,020.00	100.67%	-\$20.00	
Facilities Management	\$4,100.00		\$3,770.31	91.96%	\$329.69	
Information Technology	\$9,600.00		\$9,610.87	100.11%	-\$10.87	
Planning & Development	\$42,860.00		\$34,681.17	80.92%	\$8,178.83	
Justice Center Facilities	\$3,000.00		\$2,185.65	72.86%	\$814.35	
HHS	\$230,000.00		\$233,940.14	101.71%	-\$3,940.14	
MHDS Local Services	\$4,400.00		\$5,083.73	115.54%	-\$683.73	
Countwide Services	\$35,810,520.00	\$36,243,520.00	\$36,520,205.43	100.76%	-\$276,685.43	
<b>Total Revenues:</b>	<b>\$50,004,941.00</b>	<b>52,309,066.00</b>	<b>\$53,051,507.98</b>	<b>101.42%</b>	<b>-\$743,841.98</b>	

**REVENUE LOSS**

Dept	ID	Project	Exp Cat	Actual				
				FY22	FY23	FY24	FY25	FY26
IT		BOS cameras	6.1	2,595.22	59,496.91			
Shrf		COVID testing - jail	6.1	359.60		1,405.35		
N/A	42	Fitch Aquatic Indoor Pool	6.1			500,000.00		
N/A	11	Heartland Senior Services	6.1		300,000.00			
N/A	40	Story City Library	6.1				120,000.00	
N/A	41	Ames History Museum	6.1					150,000.00
Conservation		HOINT	6.1					249,136.00
N/A	50	City of Nevada Infrastructure Ext	6.1			100,000.00		
Facilities		Administration Bldg Generator	6.1			35,296.12		
N/A	49	Colo Childcare Project	6.1					539,878.88
N/A	43	Childserve Kitchen Reno	6.1					50,000.00
ACO		Cat Room with exhaust fan	6.1				4,500.00	
N/A	45	Housing action plan (3 yr)	6.1		14,667.00	73,000.00	51,500.00	51,833.00
N/A		46/47, Broadband	6.1				165,500.00	
Facilities		HVAC HSC	6.1				100,000.00	
N/A		Climate Action Plan	6.1					
N/A		Purchase of Mosaic bldg/facility	6.1		482,262.20			
				2,954.82	856,426.11	1,108,837.47	3,960,242.88	51,833.00

**EXTERNAL PROJECTS**

Project	Project ID	Partner	Exp Cat	Actual		Actual		Actual	
				FY22	FY23	FY24	FY25	FY26	
Workforce Retraining	38	Arnes Chamber Foundation	2.10	129,950.01	192,400.00	192,400.00	95,700.00		
Pay for Childcare Workers	1	Whistle Stop	2.10		45,898.70	84,221.85	119,879.45		
Infrastructure	5	Collins -water project	5.11			117,105.60	222,894.40		
Infrastructure	6	Collins -wastewater system	5.2		104,027.05	147,275.00	26,197.95		
Infrastructure	10	Cambridge - storm sewer	5.6			198,729.18	51,270.82		
Infrastructure	18	Huxley -water treatment plant	5.2				500,000.00		
Infrastructure	20	Slater - wastewater treatment	5.1		500,000.00				
Infrastructure	24	Zearing - engineering	5.11			134,330.00	0.00		
Infrastructure	27	Color - water housing subdivision	5.2				249,780.00		
Infrastructure	31	Roland - storm sewer	5.5			110,270.60	889,729.40		
Infrastructure	15	Story City water lining	5.6				302,500.00		
Infrastructure	29	Bridge Home	2.16				217,993.38		
Negative Economic Impacts	3	Boys & Girls Club	2.25		24,973.21	637,006.62	148,410.61		
Negative Economic Impacts	7	Collins Economic Relief	2.1		46,706.76	101,616.18			
Negative Economic Impacts	9	Nevada Food @ First	2.1		1,040.79	7,693.24			
Negative Economic Impacts	12	Good Neighbor Emerg Asst	2.2		10,697.08	17,720.88	26,888.33		
Negative Economic Impacts	13	YSS - rapid rehousing	2.2		35,493.65	95,842.72	94,159.92		
Negative Economic Impacts	16	United Way -childcare coalition	2.10		66,584.02	134,812.52	319,903.46		
Negative Economic Impacts	17	United Way - Emergency food	2.1		28,656.30	98,952.08	55,001.62		
Negative Economic Impacts	21	Project IOWA - cultivating careers	2.10		32,080.27	50,346.27	17,573.46		
Negative Economic Impacts	22	ACCESS -housing	2.2			82,651.14	470,248.86		
Public Health	26	Primary Health Care - support/reno	1.4/1.14		136,370.79	112,951.27	275,771.94		
Negative Economic Impacts	30	Home Allies - housing	2.15					68,200.00	
Negative Economic Impacts	32	Story County Housing Trust	2.15			103,741.80	366,258.20		
		Total		129,950.01	1,224,928.62	2,427,666.95	5,418,825.43	68,200.00	

**INTERNAL PROJECTS**

Original Dept	Proj #	Project	Actual	Actual	Actual	Actual	Actual
			FY22	FY23	FY24	FY25	FY26
Auditor	P	Digitalize BOS minutes					
Conservation	O	Skunk River Stabilization	11,500.00	34,790.00		25,000.00	
	A	Hickory Grove Sewer/Septic		16,342.84	548,467.35	335,189.81	
	B	Edge of Field Nutrient Removal Practices	332.47	0.00		39,667.53	
Facilities	G	Permanent Barriers		11,494.15	340,066.98	24,170.87	
	H	HVAC	676,063.77	715,229.15	43,999.85		
Recorder	I	HVAC HSC		15,054.60	226,633.63		
	N	Scanning project	30,650.00	30,645.00	63,705.00		
Administration			10,148.54	43,485.72	56,180.69	100,000.00	60,000.00
		Subtotal	728,694.78	867,041.46	1,279,053.50	524,028.21	60,000.00





## **CITY OF CAMBRIDGE, IA**

225 Water St., PO Box 216

Cambridge, IA 50046

515-220-4541

cityofcambridge@huxcomm.net

**DATE:** April 30, 2024

**TO:** Story County Board of Supervisors  
**RE:** City of Cambridge Annual ARPA Report

Dear Story County Board of Supervisors,

The City of Cambridge would like to express our sincere appreciation for the opportunity to receive this funding from the Story County ARPA grant.

### **Project – 2023 Storm Sewer Improvements**

We were awarded \$250,000 for this project! The project was completed on November 7, 2023. We have spent \$149,590.85 to Steele Excavating, Inc. (contractor) with a remainder of \$7,873.20 due for the retainage fee. We have also paid Strand Associates for engineering fees in the amount of \$49,138.33. This leaves a balance of ARPA funds of \$43,397.62. The City would like to request an amendment to the original agreement and use the remaining funds to check the possibility, if these funds are sufficient enough, to further complete this project. There is a section of approximately one and a half blocks that would need to be completed. This would address flooding and areas of stagnant ponding water in the North sections of Cambridge.

Again, on behalf of the City of Cambridge, we would like to thank the Story County Board of Supervisors for entrusting us with the \$250,000 that was granted to help improve our town and the lives of our residents.

Sincerely,

Robert Chubbic, Mayor  
Susan Roberts, City Clerk

City Council  
Taylor Bassett  
Barb McBreen  
Michael Macki  
Dave Knight  
Michelle Winscott

**cityofcambridge@huxcomm.net**

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**From:** Ben Steele <bensteele@steeleexcavating.com>  
**Sent:** Tuesday, June 25, 2024 2:20 PM  
**To:** cityofcambridge@huxcomm.net  
**Subject:** Re: Storm Sewer Improvements Project  
**Attachments:** Bid Alternative No. 1 - S Main Street (6-7-23).xlsx

In looking at my bid from last year it looks like my bid for alternate 1 which is the one we did not do last year was \$107,727.50. Some of the items may not need to be done though I have attached the bid from last year, and highlighted what I am assuming will need to be done for sure, if I were able to use HDPE pipe instead of concrete pipe that would save \$10 /ft on that item. There are some other items we could do a little differently and save a little on, and I think the water main lowering items may be a "just in case" item that might no be necessary. Seeding and traffic control could be done by the city potentially. Items 4.05 and 4.06 may just be a just in case item as well. We could self perform some of the patching on drives walks and roads for less than that quote if we could use concrete for all of it. Let me know where to go from here.

On Tue, Jun 25, 2024 at 1:33 PM <cityofcambridge@huxcomm.net> wrote:

Ben,

Following up on our phone conversation from yesterday regarding additional work to the Storm Sewer Improvements Project that Steele Excavating previously completed work on. Due to the decrease in the contracted price, the city of Cambridge has additional funds from the grant they received of \$43,400.00. We would like to extend this project further if the scope of work needed would be within the fund balance. Can you please provide an estimate of costs to extend this project further?

Please let us know if additional information is needed.

Thank you,

Susan M. Roberts

Cambridge City Clerk

225 Water St./ P.O. Box 216

515-220-1511

[cityofcambridge@huxcomm.net](mailto:cityofcambridge@huxcomm.net)

**BID ALTERNATIVE NO. 1 - SOUTH MAIN STREET  
2023 STORM SEWER IMPROVEMENTS CONTRACT 1-2023  
CITY OF CAMBRIDGE, CAMBRIDGE, Iowa**

Item No.	DESCRIPTION	Estimated Quantity	Unit	Bid Unit Price*	Bid Price
<b>Division 02 -- Earthwork</b>					
2.01	Remove and Replace Rock, 8-IN Depth	312	SY	\$ 45.00	\$ 14,040.00
<b>Division 04 - Sewers and Drains</b>					
4.01	Storm Sewer Service, 1 1/2-IN	50	LF	\$ 62.00	\$ 3,100.00
4.02	Storm Sewer, Trenched, RCP, 15-IN	460	LF	\$ 67.50	\$ 31,050.00
4.03	Storm Sewer, Trenched, RCP, 12-IN	0	LF	\$ 79.50	\$ -
4.04	Storm Sewer, Trenched, PVC, 8-IN	0	LF	\$ 65.00	\$ -
4.05	Connect to Existing Tile, 2-IN Through 8-IN	1	EA	\$ 850.00	\$ 850.00
4.06	Field Tile Repair, Under 12-IN	25	LF	\$ 55.50	\$ 1,387.50
<b>Division 05 - Water Main and Appurtenances</b>					
5.01	Water Main Lowering, Trenched, DR-18 PVC or 350 DIP, 8-IN	1	EA	\$ 7,750.00	\$ 7,750.00
5.02	Water Main Lowering, Trenched, DR-18 PVC or 350 DIP, 6-IN	1	EA	\$ 7,650.00	\$ 7,650.00
5.03	Replace Water Service and Reconnect	1	EA	\$ 3,000.00	\$ 3,000.00
<b>Division 06 - Structures for Sanitary and Storm Sewers</b>					
6.01	Storm Sewer MH, SW-401, 48-IN	1	EA	\$ 6,000.00	\$ 6,000.00
6.02	Storm Sewer Intake, SW-512, 30-IN DIA	1	EA	\$ 3,350.00	\$ 3,350.00
6.03	Storm Sewer Intake, SW-512, 24-IN DIA	0	EA	\$ 3,250.00	\$ -
<b>Division 07 - Pavement and Appurtenances</b>					
7.01	Remove and Replace Pavement, PCC, 6-IN Driveway	16	SY	\$ 95.00	\$ 1,520.00
7.02	Remove and Replace Pavement, HMA, 6-IN Full Depth Patch	152	SY	\$ 102.50	\$ 15,580.00
7.03	Sidewalk, 4-IN PCC	7	SY	\$ 100.00	\$ 700.00
7.04	Truncated Dome, ADA Ramp	4	EA	\$ 200.00	\$ 800.00
7.05	Removal of Sidewalk	6	SY	\$ 25.00	\$ 150.00
<b>Division 08 - Traffic Signals</b>					
8.01	Traffic Control and Staging	1	LS	\$ 2,500.00	\$ 2,500.00
<b>Division 09 - Site Work and Landscaping</b>					
9.01	Seeding, Fertilizing, and Hydromulching, Type 1 Lawn Mix	1	LS	\$ 3,300.00	\$ 3,300.00
<b>Division 11 - Miscellaneous</b>					
11.01	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
11.02	Clean and Televise Storm Sewer	0	LF	\$ 30.00	\$ -
<b>TOTAL BID:</b>					<b>\$ 107,727.50</b>

One hundred seven thousand, seven hundred twenty seven dollars and fifty cents.