

The Board of Supervisors met on 7/13/21 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Latifah Faisal, and Linda Murken, with Heddens presiding. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov)).  
**SPECIAL NOTE TO THE PUBLIC:** this meeting is also being offered via Zoom.

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

**MAINSTREAM LIVING ANNUAL REPORT:** Jon Zellweger, Chief Operating Officer, reported on services and statistics.

**QUARTERLY UPDATE FOR WORKFORCE DEVELOPMENT AND ECONOMIC DEVELOPMENT PLANNING:** Brenda Dryer, Senior Vice President, Ames Economic Development Commission (AEDC), reported on programs, events, partnerships, staffing, and statistics. Nick Sorensen reported on housing, a broadband study, and outreach in the smaller communities.

**MINUTES:** 7/6/21 Minutes – Faisal moved, Murken seconded the approval of the 7/6/21 minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) pay adjustment, effective 7/18/21, in a) Auditor's Office for Scott Wall @ \$27.26/hr; b) Attorney's Office for Mindy Vickers @ \$20.81/hr; c) Secondary Roads for Lori Mensing @ \$29.64/hr; Ryan Peterson @ \$29.80/hr; d) Sheriff's Office for Margie Burkle @ \$2,280.00/bw; Nancy Denekas @ \$2,292.80/bw; Brett Sink @ \$2,709.60/bw; 2) pay adjustment longevity correction, effective 10/11/20, in a) Animal Control for Anna Henderson @ \$2,393.83/bw; 3) pay adjustment Pay Resolution correction, effective 6/20/21, in a) Animal Control for Anna Henderson @ \$2,464.97/bw. Murken moved, Faisal seconded the approval of Personnel Actions as listed. Roll call vote. (MCU)

Faisal moved, Murken seconded the approval of Consent Agenda as presented

1. Acknowledge receipt of FY21 Workforce Development and Economic Development Plan expenses from the Ames Economic Development Commission
2. Permission to use County credit card for Canva Pro software purchase for \$119.99 a year
3. Certificate of Appointment as Deputy Sheriff for Carson Linkenmeyer, effective 7/1/21
4. Contract for Highway Right-of-Way (ROW) with Dorothy L Mehlisch for the purchase of permanent easement for \$550.22 (FM-C085(166)—55-85)
5. Contract for Highway Right-of-Way (ROW) with Marigrace A. Sievers Trust for the purchase of permanent easement for \$517.39 (L-U28—73-85)
6. Contract for Highway Right-of-Way (ROW) with Tim Pick and Judy Pick for the purchase of permanent easement for \$189.13 (L-LIN20S—73-85)
7. Contract for Highway Right-of-Way (ROW) with Trevor R. Eley for the purchase of permanent easement for \$189.13 (L-LIN35—73-85)
8. Federal Equitable Sharing Agreement and Certification (ESAC) Report for FY21
9. Modification of Contract between Immigration and Customs Enforcement (ICE) and Story County reflecting a decrease of \$18,410.00 in appropriated funds for a new total of \$3,570.00
10. Memorandum of Understanding (MOU) between the City of Ames and Story County for the Justice Assistance Grant (JAG) Program Award of \$15,932.00
11. Renewal Service Support between Story County and IP Pathways for SMARTnet, effective 7/5/21-7/4/22, for \$27,756.73
12. Resolution #22-05, to abate taxes assessed against said mobile homes pursuant to *Code of Iowa* §435.25
13. FY21 and 4<sup>th</sup> Quarterly Reports for the following offices: Auditor; Recorder; Sheriff
14. Resolution #22-03, Setting Date and Time for Public Hearing on 7/20/21 for vacating a portion of an utility easement on Lot 3 in Nady Subdivision
15. Special Event Permit Application for Crushed Rock Classic on 8/21/21 in Milford and Franklin townships
16. Acknowledgment the signature of the Chair on 7/8/21 on both the US Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms Conditions and the Assurances of Compliance with Civil Rights Requirements
17. Service Agreement between Story County and Houston Engineering Inc. for additional design and analysis services for an alternative mitigation plan of the Hannums Mill for \$3,950.00
18. 28E Agreement between Story County Animal Control and City of Zearing, effective upon signature-6/30/22

Roll call vote. (MCU)

**AGREEMENT BETWEEN STORY COUNTY AND CITY OF SLATER AND BALLARD COMMUNITY SCHOOL DISTRICT FOR THE RAILSIDE DEVELOPMENT URBAN RENEWAL AREA, THE CITY IS REQUESTING THE AFFECTED TAXING ENTITIES ALLOW AN EXTENSION OF THE ABILITY OF THE CITY TO COLLECT TAX INCREMENT IN ORDER TO ADEQUATELY FUND THE PROJECT IN THE URBAN RENEWAL AREA FOR UP**

**TO A TOTAL OF 15 YEARS:** Jennifer Davies, Clerk, City of Slater, reported on extending the agreement for an additional five years based on current projections. Discussion took place. Murken asked about the timeline. Davies responded. Murken is concerned about setting precedence; the Board supports housing in Story County, and this is a unique situation. The Board concurred. Murken moved, Faisal seconded the approval of the Agreement between Story County and City of Slater and Ballard Community School District for the Railside Development Urban Renewal Area, and specifically allowing the extension of the ability of the city to collect tax increment in order to adequately fund the project in the Urban Renewal Area for up to 15 Years. Murken stated the Board does not consider this a precedence for future residential projects. Roll call vote. (MCU)

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** All Board members reported on items. Murken noted there may be an agenda item next week for broadband expansion.

Faisal moved, Murken seconded to adjourn at 11:05 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Meeting Agenda  
Administration Building  
900 6th St., Nevada, IA  
7/13/21

1. SPECIAL NOTE TO THE PUBLIC: This Meeting Is Also Being Offered Via Zoom.  
**Members of the public can participate by using the information below:**

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

Visit [HTTPS://WWW.ZOOM.US/](https://www.zoom.us/)

Click on "Join A Meeting" and use the Zoom Meeting ID 981 7092 0243 and Password 446094

**To join the meeting by telephone:**

Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit [WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS](http://WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS)

for more information on how to participate in meetings of the Story County Board of Supervisors.

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. Mainstream Living Annual Report - William Vaughn

Department Submitting Auditor

Documents:

MAINSTREAM LIVING.PDF

- II. Quarterly Update For Workforce Development And Economic Development Planning (AEDC) - Brenda Dryer & Nick Sorensen

Department Submitting Auditor

Documents:

WORKFORCE AND OUTREACH JULY 2021.PDF

7. CONSIDERATION OF MINUTES:

- I. 7/6/21 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)pay adjustment, effective 7/18/21, in a)Auditor's Office for Scott Wall @ \$27.26/hr; b)Attorney's Office for Mindy Vickers @ \$20.81/hr; c)Secondary Roads for Lori Mensing @ \$29.64/hr; Ryan Peterson @ \$29.80/hr; d)Sheriff's Office for Margie Burkle @ \$2,280.00/bw; Nancy Denekas @ \$2,292.80/bw; Brett Sink @ \$2,709.60/bw; 2)pay adjustment longevity correction, effective 10/11/2020, in a)Animal Control for Anna Henderson @ \$2,393.83/bw; 3)pay adjustment Pay Resolution correction, effective 6/20/21, in a)Animal Control for Anna Henderson @ \$2,464.97/bw.

Department Submitting HR

9. 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. Acknowledge Receipt Of Workforce Development And Economic Development Plan Expenses For Fiscal Year 21 From The Ames Economic Development Commission

Department Submitting Board of Supervisors

Documents:

WF EXPENSES.PDF  
ED EXPENSES.PDF

II. Consideration For Permission To Use County Credit Card For Canva Pro Software Purchase For \$119.99/Annual

Department Submitting Information Technology

Documents:

CANVA PRO PAYMENT.PDF

III. Consideration Of Certificate Of Appointment Of Deputy Sheriff Carson Linkenmeyer Effective 07/01/2021

Department Submitting Sheriff

Documents:

LINKENMEYER CERTIFICATE.PDF

IV. Consideration Of Contract For Highway Right Of Way With Dorothy L Mehlisch For The Purchase Of Permanent Easement For \$550.22 (FM-C085(166)—55-85)

Department Submitting Engineer

Documents:

ROW CTR MEHLISCH.PDF

- V. Consideration Of Contract For Highway Right Of Way With Marigrace A Sievers Trust For The Purchase Of Permanent Easement For \$517.39 (L-U28—73-85)

Department Submitting Engineer

Documents:

ROW CTR SIEVERS.PDF

- VI. Consideration Of Contract For Highway Right Of Way With Tim Pick And Judy Pick For The Purchase Of Permanent Easement For \$189.13 (L-LIN20S—73-85)

Department Submitting Engineer

Documents:

ROW CTR PICK.PDF

- VII. Consideration Of Contract For Highway Right Of Way With Trevor R Eley For The Purchase Of Permanent Easement For \$189.13 (L-LIN35—73-85)

Department Submitting Engineer

Documents:

ROW CTR ELEY.PDF

- VIII. Consideration Of Equitable Sharing Agreement And Certification Report For Fiscal Year 2020/2021

Department Submitting Sheriff

Documents:

ESAC REPORT.PDF

- IX. Consideration Of Modification Of Contract Between Immigration And Customs Enforcement And Story County Reflecting A Decrease Of \$18,410.00 In Appropriated Funds To A New Total Of \$3,570.00

Department Submitting Sheriff

Documents:

ICE BUDGET ADJUSTMENT.PDF

- X. Consideration Of MOU Between The City Of Ames And Story County For The Justice Assistance Grant (JAG) Program Award For \$15,932.00

Department Submitting Sheriff

Documents:

MOU AMES AND STORY COUNTY.PDF

- XI. Consideration Of Renewal Service Support Between Story County And IP Pathways For SMARTnet Effective 7/5/21-7/4/22 For \$27,756.73

Department Submitting Information Technology

Documents:

IP PATHWAYS SMARTNET.PDF

- XII. Consideration Of Resolution #22-05, To Abate Taxes Assessed Against Said Mobile Home

Department Submitting Treasurers Office

Documents:

RES2205.PDF  
COUNTRY LIVING.PDF

- XIII. Consideration Of FY'21 & Quarterly Report For The Following: Auditor, Recorder, And Sheriff

Department Submitting Auditor

Documents:

AUDITOR.PDF  
RECORDER.PDF  
SHERIFF.PDF

- XIV. Consideration Of Setting Date And Time For Public Hearing On The 20th Day Of July, 2021, For Consideration Of Resolution #22-03, Vacating A Portion Of A Utility Easement On Lot 3 In Nady Subdivision

Department Submitting Planning and Development

Documents:

RESOLUTION 22 02.PDF

- XV. Consideration Of Special Event Permit Application For Crushed Rock Classic

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF  
APPLICATION MATERIALS.PDF

- XVI. Acknowledgement Of The Board Of Supervisors Chair, In Signing, The COVID State And Local Fiscal Recovery Funds Award Terms And Conditions And The Assurance Of Compliance With Civil Rights Requirements

Department Submitting BOS

Documents:

RECOVERY FUNDS.PDF

- XVII. Consideration Of Service Agreement Between Story County And Houston Engineering Inc. For Additional Alternative Analysis For Hannums Mill For \$3,950.00

Department Submitting Conservation

Documents:

HOUSTON ENGINEERING.PDF

- XVIII. Consideration Of 28E Agreements Between Story County Animal Control And The Following City: Zearing Effective Upon Signature 6/30/22

Department Submitting Animal Control

Documents:

28E AGREEMENT.PDF

10. PUBLIC HEARING ITEMS:

11. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Agreement Between Story County And City Of Slater And Ballard Community School District For The Trailside Development Urban Renewal Area, The City Is Requesting The Affected Taxing Entities Allow An Extension Of The Ability Of The City To Collect Tax Increment In Order To Adequately Fund The Project In The Urban Renewal Area For Up To A Total Of 15 Years

Department Submitting Auditor

Documents:

CITY OF SLATER.PDF

12. DEPARTMENTAL REPORTS:

13. OTHER REPORTS:

14. UPCOMING AGENDA ITEMS:

15. PUBLIC FORUM #2:

Comments from the Public on Items not on this Agenda. The Board may not take any

Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

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

17. 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

7/13/21

NAME

ADDRESS

Jennifer Dawles

Nick Sorenson

Sandra King

City of Slater

AEDC

Box

# Report for Story County Board of Supervisors

6/30/2021

Mainstream Living currently serves individuals in 2 program areas in Story County, Home and Community Based Waiver and the Center. Some individuals may receive more than one type of service while others may only receive one specific service. The majority of individuals receiving services are funded thru Medicaid, with a few receiving their funding from Story County. The total numbers of individuals served in Story County are as follows:

## **Home and Community Based Services –**

Hourly Supported Community Living (SCL) services – 15 individuals

Daily SCL services - 51 individuals in 14 Sites

Medically Fragile – 5 individuals at 1 Site

**Mainstream Center (Pre and Post COVID)** – Some individuals may be included in multiple services below

Day Habilitation @ Day Habilitation services – 84 individuals

Enclaves – 42 individuals

- 1) Of the numbers above, Story County (CICS) paid 40% for 1 individual receiving ¼ hour Enclave services. During FY 20-21, we received \$1,198.
- 2) Story County (CICS) paid for 1 individual (between the period of May 2021 thru June 2021) receiving full-day Day Habilitation services. During FY 20-21 we received \$1,067 for those services.
- 3) Story County (CICS) paid 40% of 1 individual (March 2021 thru April 2021) receiving ¼ Hour Day Habilitation services. During FY 20-21 we received \$433 for those services.

Respectfully submitted,

William Vaughn, MSW, LISW  
President and CEO  
Mainstream Living, Inc.,

# Workforce Solutions 2<sup>nd</sup> Quarter – Board of Supervisors Update

## May 2021 Unemployment 3.0%

Employment in the Ames metropolitan statistical area (MSA) decreased from 51,100 in April to 50,200 in May (-1.8 percent). A decline in employment is typical for this time of year, as many jobs in the area are connected to the local university.

Employment in the MSA increased significantly in the past year, growing from 47,400 positions in May 2020 (5.9 percent). A year-over-year rise in employment of 2,800 jobs is a welcome sight, but it is important to remember that the increase is primarily due to employment in 2020 being depressed by the Covid-19 pandemic.

## Future Ready Training Grant

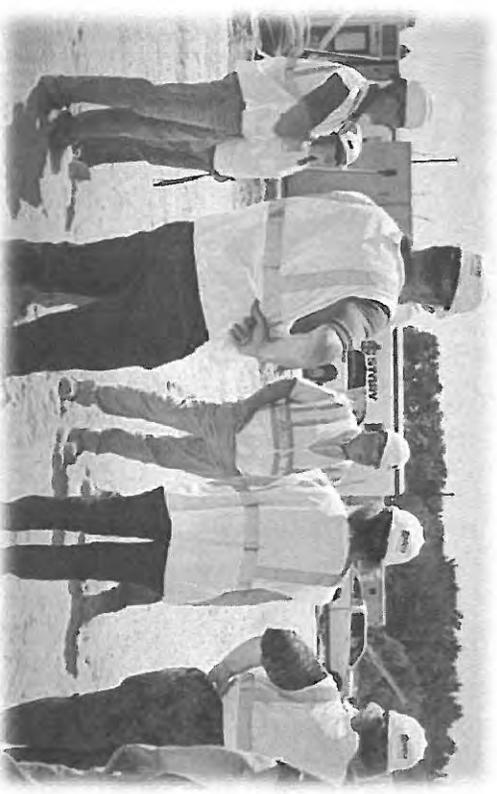
- 3 CNA classes completed – lots of interest in graduates
- Welding class wrapped up end of June – lots of interest in graduates
- Maintenance Technician class underway – 7 existing employees (5 companies) and 3 other students
- Planning for the future...

## Career Fairs

- June 9<sup>th</sup> – Marshalltown
- June 29<sup>th</sup> – Ames
- Job seeker attendance light – strong interest from employers
- Virtual “Hiring our Heroes” event – August / feature Home Base Iowa
- September 30<sup>th</sup> / 11-1 at North Grand Mall
- IWD offices open again

## Teaching for the Workforce

- 4 day conference in partnership with DMACC
- Sector focused
- In person event
- 12 participants

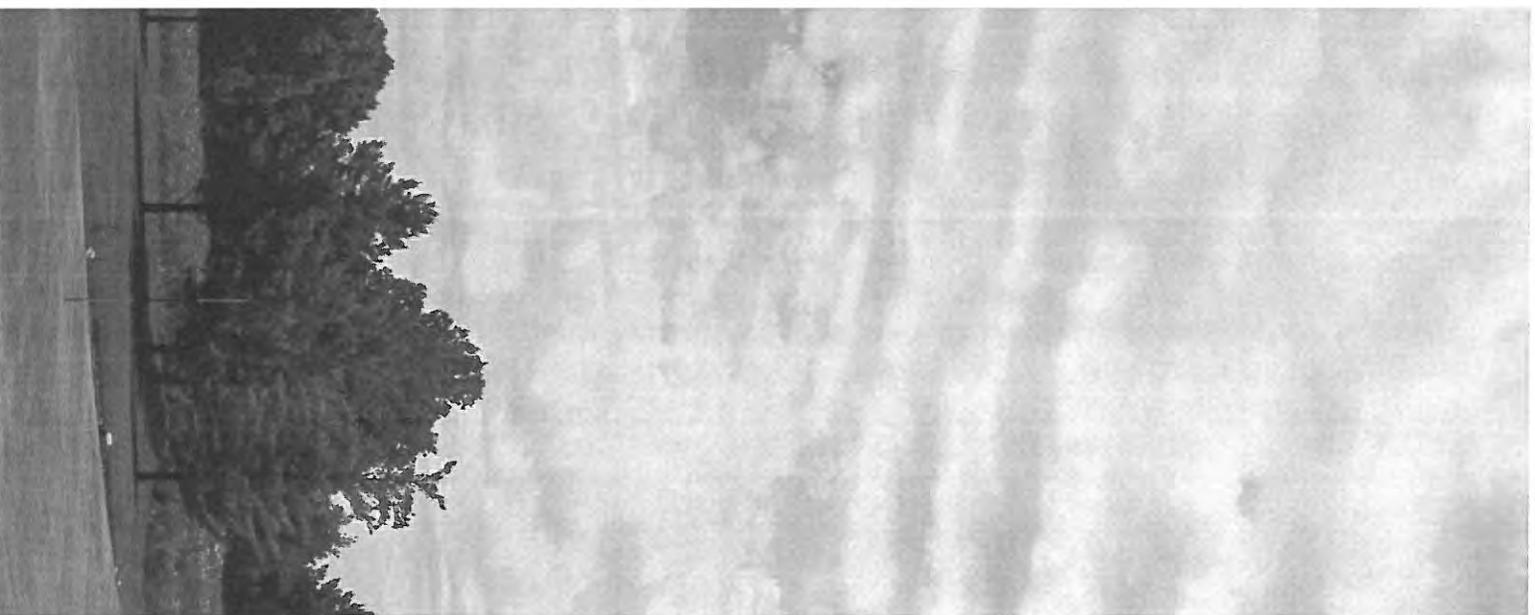


## WorkInAmes.com - Q2 Statistics

- Increase in both Facebook & Twitter followers
- Facebook - reach 17,274 people
- Twitter - 6,266 impressions
- 600 registered employers
- 1,938 job postings (Week of July 5<sup>th</sup>)
- 2,041 registered job seekers

**WORK**  
in  
**AMES**  
.com

Your gateway to jobs in Story County, Iowa



see yourself in

# AMES

## A SUMMER SERIES FOR INTERNS & YOUNG PROFESSIONALS



**BRINGING A VISION TO LIFE**  
Jamie Pollard, ISU Athletics Director  
Tuesday, May 26 | 4:00 - 5:30PM  
Virtual: Zoom

**DIVERSITY, EQUITY & INCLUSION**  
Various Speakers  
Tuesday, June 8 | 4:00 - 6:00PM  
In-Person: Reiman Gardens

**PERSONAL BRANDING**  
Lauren Gifford  
Tuesday, June 22 | 4:00 - 5:30PM  
Virtual: Zoom

**SUCCESSFUL CAREER LAUNCH**  
Adam Carroll  
Tuesday, July 13 | 4:00 - 6:00PM  
In-Person: CPMI Event Center



**REGISTER AT AMESCHAMBER.COM TODAY!**

Presented by the Ames Chamber of Commerce & Our Workforce Sponsors:





# Community and Economic Development Outreach

- **Countywide Broadband study underway 420 responses so far**
- **Working with County on housing discussions**
- **Cambridge Opera House to begin rehabilitation soon**
- **Colo Housing subdivision discussions continue to make progress**
- **Gilbert
  - **Dentist Office Almost complete**
  - **Main Street to be resurfaced****
- **Huxley
  - **Hale Trailer proceeding with rezoning/permitting**
  - **Plaza improvements underway**
  - **The Landing grading is complete**
  - **City is speaking with 3 developers on 3 housing subdivisions****



# Community and Economic Development Outreach

- Kelley has building under construction with storefront to lease
- Maxwell Housing subdivision is working out the financials
- McCallsburg is looking at ways to clean up dilapidated properties and move empty residential lots
- Roland continues to work toward a solution for a solution to Community Center/City Hall building
- Slater is working on fundraising for Library/Community Center
- Story City has Dose locating in Business Center
- Zearing has finished clean up of fire damaged downtown building



**Support Staff**

Director, Story County Outreach	
President & CEO	
VP Existing Business & Industry	
Accounting staff time	
Receptionist services	
Digital Markeing	
Marketing / Public Relations	65,000.00

**Benefits**

Nick	Retirement	2,127.96
Nick	Term Life, Disability (Short / Long term)	347.40
Nick	Vision Discount	21.50
		<u>2,496.86</u>

**Office and Conference space costs**

	5% Office, conference and meeting space	3,043.20
	5% Cleaning services	210.00
Static	Office Supplies	1,200.00
Static	Utilities	397.50
Static	Office Telephone	300.00
Static	Internet	77.50
		<u>5,228.20</u>
		<u><u>72,725.06</u></u>

*Acknowledge*  
**APPROVED**

**DENIED**

Board Member Initials: AKH

Meeting Date: 7-13-21

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

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

Type	Date	Num	Name	Memo	Amount
Check	08/04/2020	60208	Brenda Dryer	Cell phone	100.00
Check	08/04/2020	60208	Brenda Dryer	Story County outreach meetings mileage	147.20
Check	08/31/2020	60241	Brenda Dryer	Outreach meetings mileage	116.73
Bill	08/31/2020		Online Visa - Brenda	Story County Outreach meetings expenses, IA Rural Dev. Summit registration	230.29
Check	09/30/2020	60261	Brenda Dryer	Story County outreach meetings	97.75
General Journal	09/30/2020	2020-8-12		Outreach meetings	15.23
Check	10/31/2020	60308	Nick Sorensen	Cell phone	100.00
Check	10/31/2020	60308	Nick Sorensen	Story County Outreach meetings mileage	212.58
Check	10/31/2020	60311	Brenda Dryer	Story County Outreach meetings mileage	96.60
Check	11/30/2020	60341	Nick Sorensen	Cell phone	100.00
Check	11/30/2020	60341	Nick Sorensen	Outreach meeting mileage	92.00
Bill	11/30/2020		Online Visa - Nick	National Rural ED conference registration	300.00
Check	12/31/2020	60367	Nick Sorensen	Cell phone	100.00
Check	12/31/2020	60367	Nick Sorensen	Story County Outreach meetings milage	55.20
Check	01/07/2021	60378	EsseX Capital, LLC	Community Venture Network Membership for 2021	4,250.00
Check	01/29/2021	60400	Nick Sorensen	Nick cell phone	100.00
Check	01/29/2021	60400	Nick Sorensen	Story County Outreach mileage	58.80
Bill	01/31/2021		Online Visa - Brenda	Colo meeting	25.12
General Journal	01/31/2021	LBWJ21-1		PDI Membership	390.00
Check	02/26/2021	60464	Nick Sorensen	Cell phone	100.00
Check	02/26/2021	60464	Nick Sorensen	Outreach meeting mileage - Colo Housing Discussion	20.16
Check	03/31/2021	60485	Nick Sorensen	Cell phone	100.00
Check	03/31/2021	60485	Nick Sorensen	Mileage to Gilbert, Zearing, McCallsburg, Roland, Slater	124.32
Bill	03/31/2021		Online Visa - Nick	Gilbert, Slater, Zearing meetings	83.13
Check	04/30/2021	60532	Nick Sorensen	Cell phone	100.00
Check	04/30/2021	60532	Nick Sorensen	Story County Outreach meetings mileage	118.72
Check	05/31/2021	60562	Nick Sorensen	Cell phone	100.00
Check	05/31/2021	60562	Nick Sorensen	County outreach meetings mileage	172.72
Bill	05/31/2021		Online Visa - Nick	Outreach meetings - Cambridge, Niland's Cafe	61.41
Check	06/24/2021	60599	Huxley	Economic Development Summit - Community Room Rental	150.00
	06/28/2021		Nick Sorensen	Outreach meetings, ABI Conference Mileage, Empower Rural Iowa Conf. mileage	372.60
	06/28/2021		Nick Sorensen	Cell phone	100.00
					<b>8,190.56</b>

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- ✓ Free 30 day trial, cancel any time
- ✓ We'll remind you before your trial ends

BEST VALUE

<p><b>YEARLY</b></p> <p><b>\$119.99</b></p> <p>\$9.99 /month</p>	<p><b>MONTHLY</b></p> <p><b>\$12.99</b></p>
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### Payment method

 Card	 <b>PayPal</b>	>
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 Card number

 MM / YY

 CVC

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Due July 31, 2021

\$119.99

Due today

\$0.00

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IT Orders

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**APPROVED**      **DENIED**

Board Member Initials: SKH

Meeting Date: 7-13-21

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

\_\_\_\_\_

\_\_\_\_\_

# CERTIFICATE OF APPOINTMENT OF DEPUTY SHERIFF

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Carson Joseph Linkenmeyer as deputy sheriff and do hereby authorize and empower him to do and perform in my name as such Deputy Sheriff, all acts and things that may lawfully be done by him as such Deputy Sheriff beginning the 1<sup>st</sup> day of July, A.D. 2021.

Given under my hand this 1<sup>st</sup> day of July, A.D. 2021.

  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Carson Joseph Linkenmeyer, having been appointed a Deputy Sheriff of Story County, Iowa, under Paul H. Fitzgerald, Sheriff of Story County, Iowa, do solemnly swear that I will support, protect and defend the Constitution and Government of the United States and of the State of Iowa, against all enemies, domestic or foreign; that I will bear true faith, loyalty and allegiance to the same; that I will faithfully and diligently discharge all of the duties of my superior officers; that I will conform to and enforce the laws of the State of Iowa, and the ordinances of the County of Story; that I will, in letter and spirit, support and obey the rules and regulations governing the Story County Sheriff's Office; that I will not be influenced in the discharge of my duty by fear, favor, reward or personal prejudice; that I will always conduct myself in such a manner as to reflect credit upon my fellow officers and the Story County Sheriff's Office; and in all acts and doings I will be conscious of the fact that I am in the service of the Story County Sheriff and of my fellow man, so help me God.

  
Carson Joseph Linkenmeyer

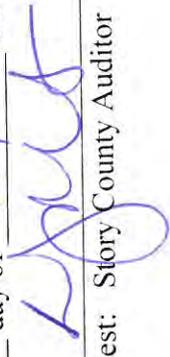
Subscribed and sworn to before me, this 1<sup>st</sup> day of July, A.D. 2021.



  
Notary

Above appointment approved by the Board of Supervisors of Story County, this 13<sup>th</sup> day of July, A.D. 2021.

  
Story County Board of Supervisors

Attest:   
Story County Auditor

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

## CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 08-11-200-400  
 PROJECT No: FM-C085(166)--55-85  
 ROAD No: (730<sup>th</sup> Ave.)

THIS AGREEMENT made and entered into this 28<sup>th</sup> day of June, A.D. 2021 by and between

**DOROTHY L. MEHLISCH**

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

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

The West 27.00 feet of the East 60.00 feet of the North 100.00 feet of the South 825.00 feet of the SE¼, NE¼ in Section 11, Township 84 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.14 acres of which 0.08 acres is existing R.O.W.

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

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page 4, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

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

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

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

	Payment Amount	Agreed Performance
\$	<u>550.22</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>550.22</u>	<b>TOTAL LUMP SUM</b>

BREAKDOWN:	ac.=acres	sq.ft.=square feet			
Land by Fee Title		ac./sq.ft.	\$	Buildings & Improvements	\$
Underlying Fee Title		ac./sq.ft.	\$	Fence _____ rods woven	\$
Permanent Easement	<u>0.06</u>	ac./sq.ft.	\$ <u>328.26</u>	Fence _____ rods barb	\$
Temporary Easement	<u>0.06</u>	ac./sq.ft.	\$ <u>196.96</u>		
Damages for:					\$
			<u>Future Abstract Entry in the amount of \$25.00</u>		

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

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

X Dorothy Lee Mehlisch  
\_\_\_\_\_  
\_\_\_\_\_

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

**Additional Right of Way Agreements:**

**SELLER'S ACKNOWLEDGMENT**

STATE OF IOWA: ss On this 28th day of June, 2021, before me, the undersigned, personally appeared Dorothy Mehlisch

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

Jo Ann Dobbin  
Notary Public in and for the State of IA

**BUYER'S APPROVAL**  
Darren Moon 7-1-21

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



Li K. Holden 7-13-21

Approved by: Chairperson, Story County Board of Supervisors (Date)

Prepared By and Return To: Story County Engineer's Office, 837 N Ave., Nevada, Iowa 50201, 515-382-7355

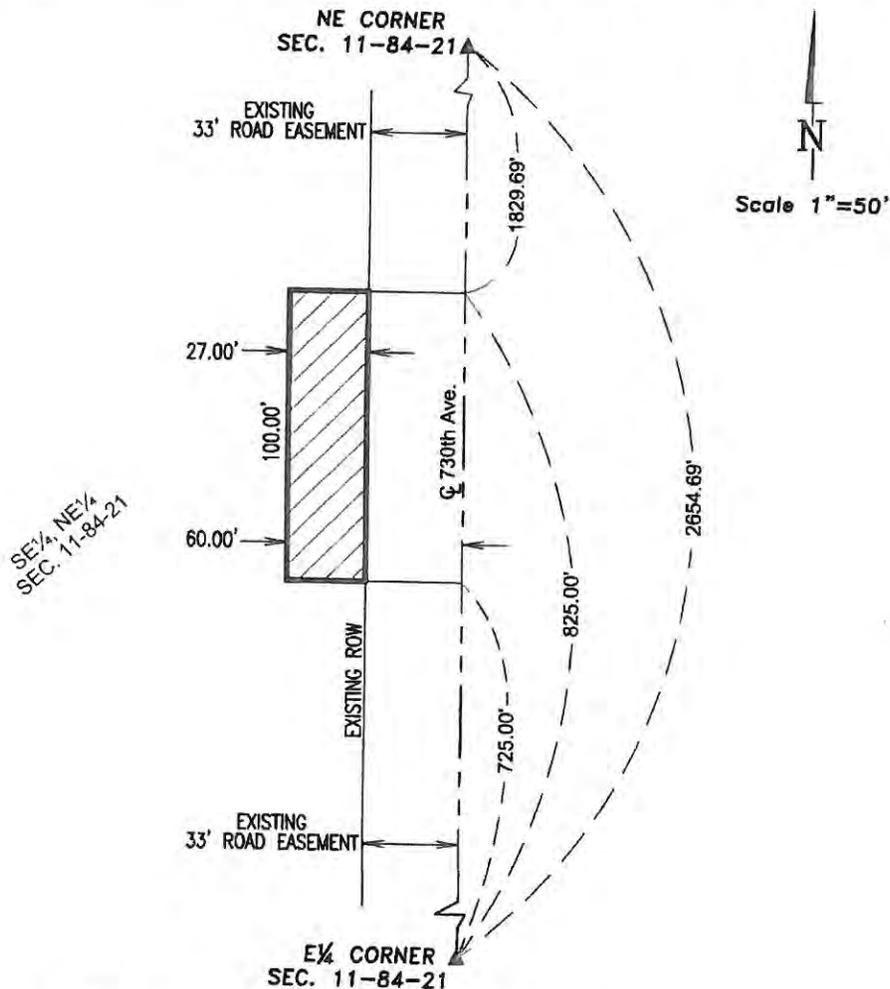
"Exhibit A"

# STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. FM-C085(166)--55-85 PARCEL NO. 08-11-200-400  
SECTION 11, TOWNSHIP 84N, RANGE 21W, OF THE 5TH P.M., STORY COUNTY, IOWA.  
ACQUIRED FROM DOROTHY L. MEHLISCH

EXISTING R.O.W. 0.08 ACRES NEW R.O.W. 0.06 ACRES TOTAL R.O.W. 0.14 ACRES

The West 27.00 feet of the East 60.00 feet of the North 100.00 feet of the South 825.00 feet of the SE $\frac{1}{4}$ , NE $\frac{1}{4}$  in Section 11, Township 84 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.14 acres of which 0.08 acres is existing R.O.W.

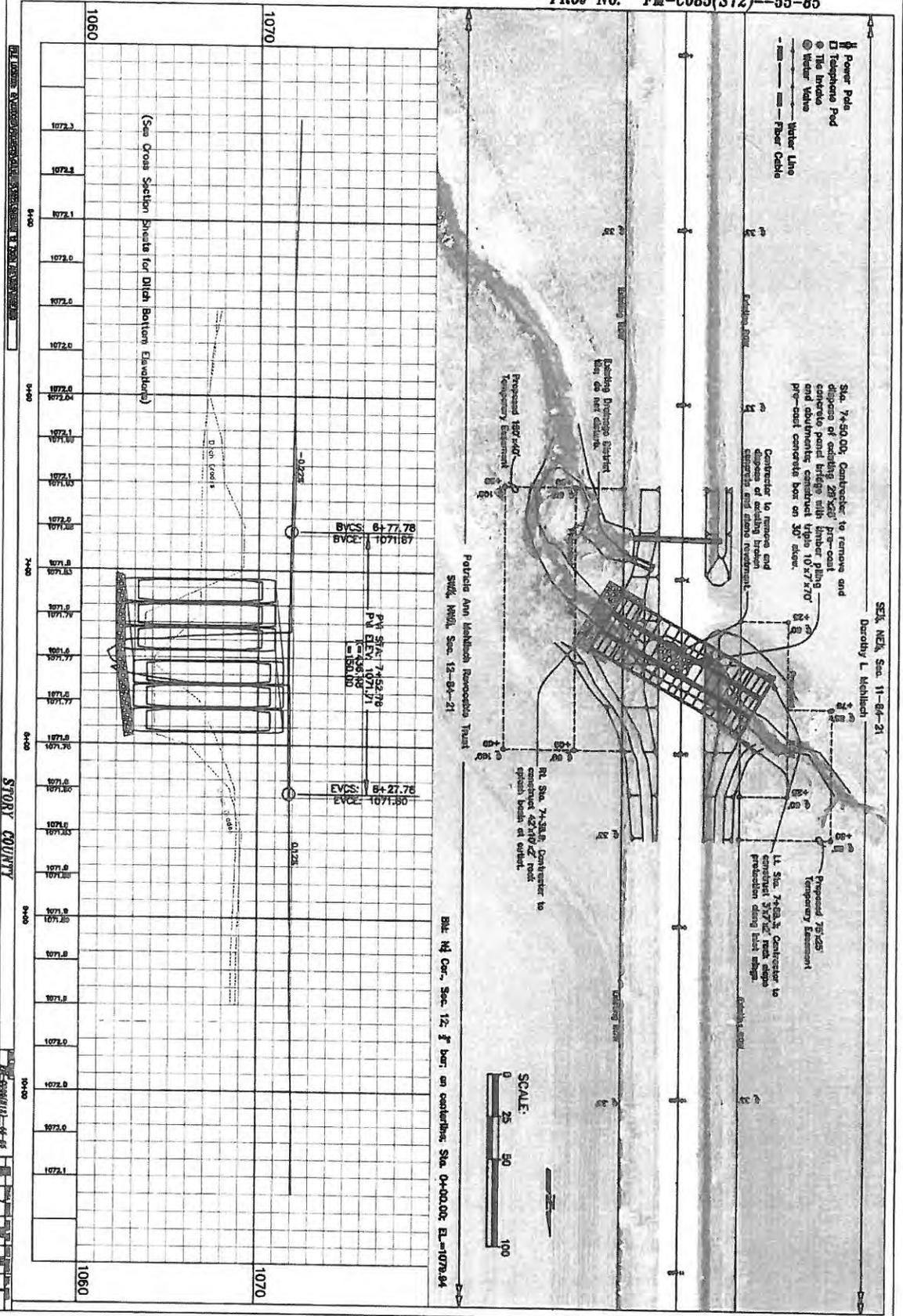


DATE DRAWN 6/3/2021

G:\AUTOCAD\PROJECTS\CULVERTS\2022\166) SHERMAN 12 730TH AVE\ROW\08-11-200-400 MEHLISCH\DWG\PLAT.DWG

PLAN AND PROFILE SHEET

PROJ No. FM-C085(S12)-55-85



- Power Pole
- Telephone Pole
- Ties
- Bridge
- Water
- Water Line
- Fiber Cable

Sta. 7+50.00: Contractor to remove and dispose of existing 28'x28' pre-cast concrete panel bridge with timber piling and abutments construct upto 10+17.70' pre-cast concrete box on 30' skew.

Contractor to remove and dispose of existing bridge concrete and stone retaining wall.

St. Sta. 7+48.25: Contractor to construct 37'x7' rock slope protection along left abutment.

Rt. Sta. 7+38.50: Contractor to construct 42'x10' rock splash basin at outlet.

Patricia Ann Mankin Remoneda Trust  
S.W. 1/4, Sec. 12-89-21

Blk. N4 Cor., Sec. 12, 2' bar on centerline; Sta. 0+00.00; El.=1078.94

(See Cross Section Sheets for Ditch Bottom Elevations)

DATE: 08/28/12 BY: [Signature]

STORY COUNTY

PROJECT: [Signature]

SCALE:  
0 25 50 100

SEIX NEK Sta. 11-84-21  
Dorothy L. Mankin

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

## CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 14-29-200-405  
 PROJECT No: L-U28--73-85  
 ROAD No: (580<sup>th</sup> Ave.)

THIS AGREEMENT made and entered into this 25<sup>th</sup> day of June, A.D. 2021 by and between

**MARIGRACE A. SIEVERS TRUST**

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

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

The West 17.00 feet of the East 50.00 feet of the North 150.00 feet of the South 1,158.16 feet of the SE¼, NE¼ in Section 29, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa. Easement contains 0.17 acres of which 0.11 acres is existing R.O.W.

County of Story, State of Iowa, and more particularly described on Page 4 and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page 4, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

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

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

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

	Payment Amount	Agreed Performance
\$	<u>517.39</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>517.39</u>	<b>TOTAL LUMP SUM</b>

BREAKDOWN:		ac.=acres	sq.ft.=square feet	
Land by Fee Title			ac./sq.ft.	\$
Underlying Fee Title			ac./sq.ft.	\$
Permanent Easement	<u>0.06</u>	ac./sq.ft.	\$ <u>328.26</u>	Buildings & Improvements \$
Temporary Easement	<u>0.05</u>	ac./sq.ft.	\$ <u>164.13</u>	Fence _____ rods woven \$
Damages for:				Fence _____ rods barb \$
			<u>Future Abstract Entry in the amount of \$25.00</u>	\$

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

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

x Margi Grace P. Stevens

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.

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

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

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

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

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

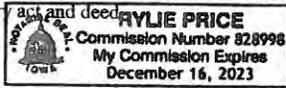
11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

**SELLER'S ACKNOWLEDGMENT**

STATE OF IOWA: ss On this 25 day of June, 2021, before me, the undersigned, personally appeared Margi Grace Stevens

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



Rylie Price  
Notary Public in and for the State of IA

**BUYER'S APPROVAL**

Darren Moon 6-30-21

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

L. H. Holden 7-13-21

Approved by: Chairperson, Story County Board of Supervisors (Date)

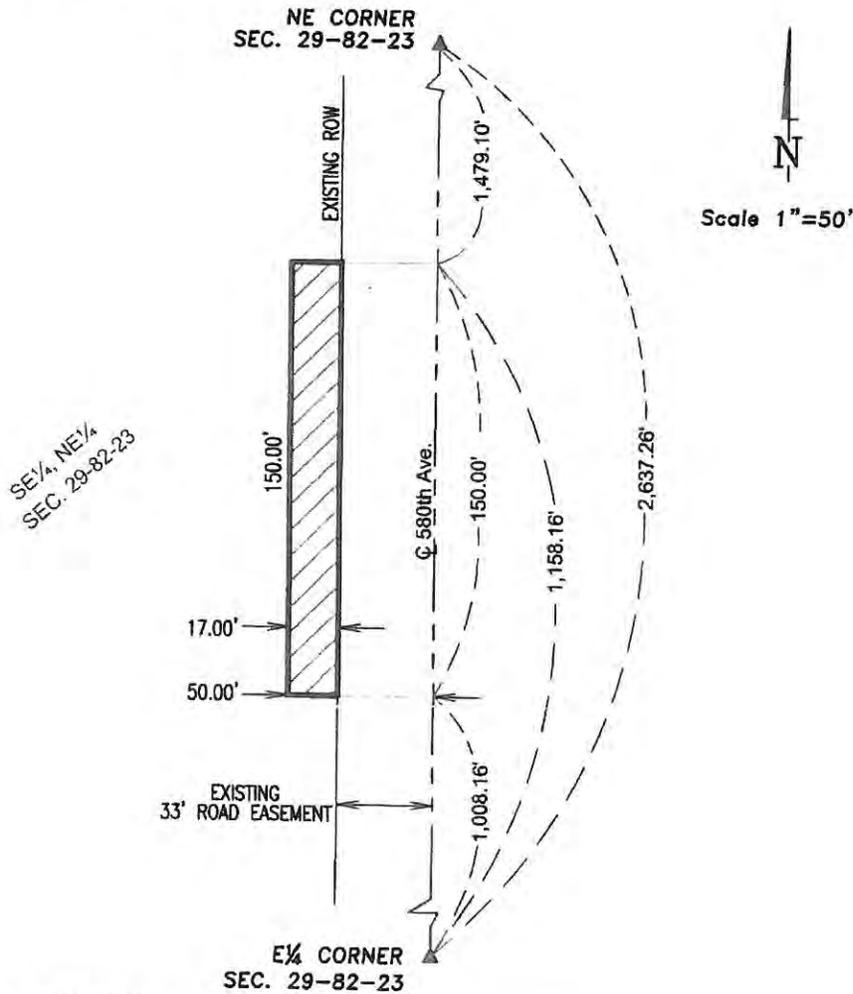
"Exhibit A"

# STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

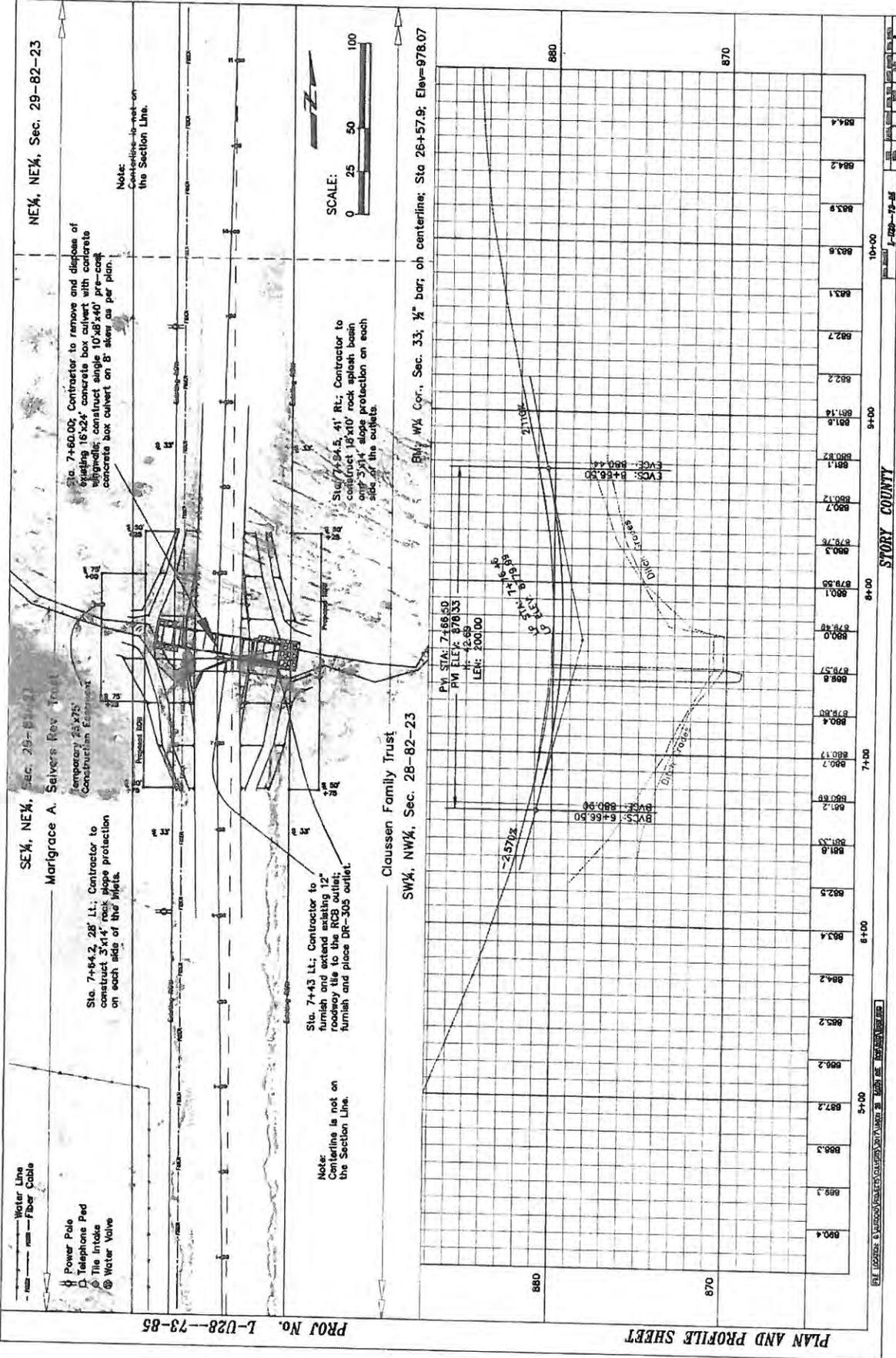
PROJECT NO. L-U28--73-85 PARCEL NO. 14-29-200-405  
SECTION 29, TOWNSHIP 82N, RANGE 23W, OF THE 5TH P.M., STORY COUNTY, IOWA.  
ACQUIRED FROM Marigrace Sievers Trust

EXISTING R.O.W. 0.11 ACRES NEW R.O.W. 0.06 ACRES TOTAL R.O.W. 0.17 ACRES

The West 17.00 feet of the East 50.00 feet of the North 150.00 feet of the South 1,158.16 feet of the SE $\frac{1}{4}$ , NE $\frac{1}{4}$  in Section 29, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa. Easement contains 0.17 acres of which 0.11 acres is existing R.O.W.



DATE DRAWN 06/17/2021



Water Line  
Fiber Cable

Power Pole  
Telephone Pad  
Tile Inlets  
Water Valve

SE 1/4, NE 1/4, Sec. 29-82-23  
Marigrace A. Selvers Rev. Trust  
Temporary 24'x24' Construction Easement

Sta. 7+64.2, 28' Lt.; Contractor to construct 2'x4' rock slope protection on each side of the inlets.

Sta. 7+60.0; Contractor to remove and dispose of existing 16'x24' concrete box culvert with concrete wingwalls; construct single 10'x8' 40' Precast concrete box culvert on 8' slope as per plan.

Sta. 7+43 Lt.; Contractor to furnish and extend existing 12" roadway tile to the RCB outlet; furnish and place DR-305 outlet.

SW 1/4, NW 1/4, Sec. 28-82-23  
Claussen Family Trust

Note:  
Centerline is not on the Section Line.

Note:  
Centerline is not on the Section Line.

Sta. 7+34.5, 41' Rt.; Contractor to construct 18'x10' rock splash basin on 2'x4' slope protection on each side of the outlets.

PIV STA: 7+66.00  
PM ELEV: 878.331  
H: 42.89  
LEN: 200.00

Sta. 26+57.9; Elev=978.07

SCALE:  
0 25 50 100

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PROJ No. L-U28-73-85

PLAN AND PROFILE SHEET

STORY COUNTY

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

## CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 04-20-300-100  
 PROJECT No: L-LIN20S--73-85  
 ROAD No: 690<sup>th</sup> Ave.

THIS AGREEMENT made and entered into this 28<sup>th</sup> day of June, A.D. 20 21 by and between

**TIM PICK AND JUDY PICK**

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

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

The East 12.00 feet of the West 45.00 feet of the North 100.00 feet of the South 2,200.00 feet in the NW¼, SW¼ of Section 20, Township 85 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.11 acres of which 0.08 acres is existing R.O.W.

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

See attached graphical representation

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

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

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

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

	Payment Amount	Agreed Performance
\$	<u>189.13</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>189.13</u>	<b>TOTAL LUMP SUM</b>

BREAKDOWN:		ac.=acres	sq.ft.=square feet	
Land by Fee Title			ac./sq.ft.	\$
Underlying Fee Title			ac./sq.ft.	\$
Permanent Easement	<u>0.03</u>		ac./sq.ft.	\$ <u>164.13</u>
Temporary Easement			ac./sq.ft.	\$
Damages for:				\$
	<u>Future Abstract Entry in the amount of \$25.00</u>			\$

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

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

X Tim Pick  
X Judy Pick

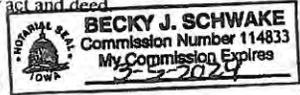
- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that , to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

**Additional Right of Way Agreements:**

**SELLER'S ACKNOWLEDGMENT**

STATE OF IOWA: ss On this 20<sup>th</sup> day of June, 20 21, before me, the undersigned, personally appeared Tim Pick and Judy Pick

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



Becky J. Schwake  
Notary Public in and for the State of Iowa

**BUYER'S APPROVAL**

[Signature] 6-30-21

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

[Signature] 7-13-21

Approved by: Chairperson, Story County Board of Supervisors (Date)

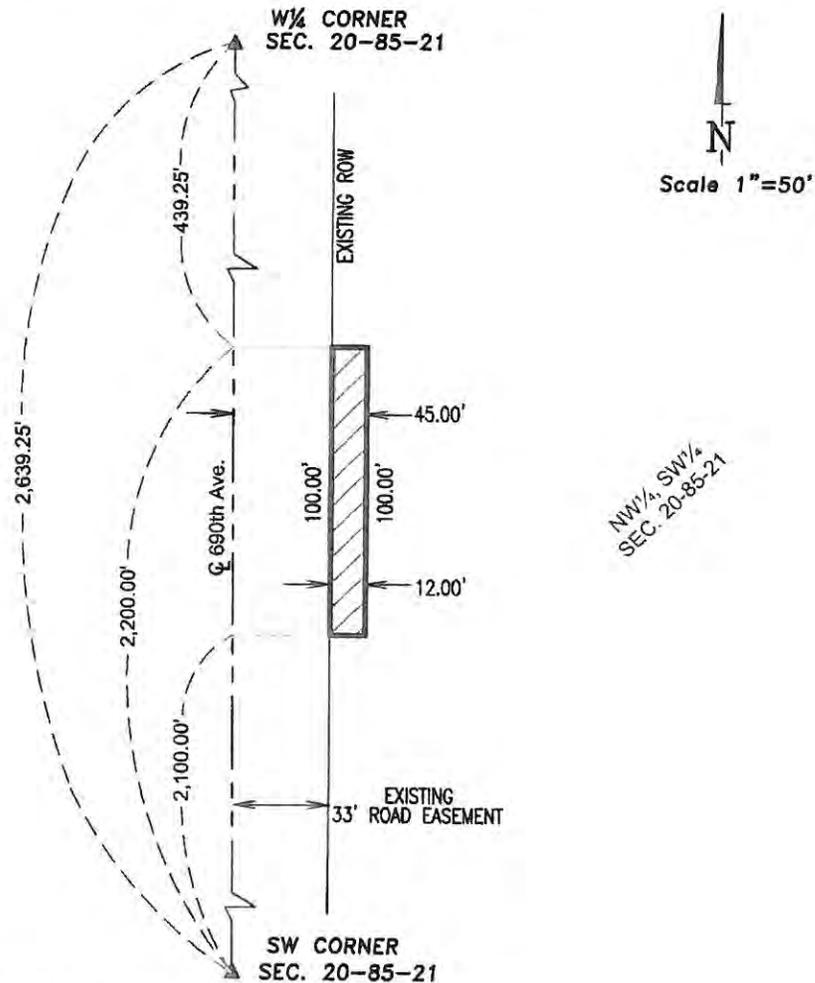
"Exhibit A"

# STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. L-LIN20S--73-85 PARCEL NO. 04-20-300-100  
SECTION 20, TOWNSHIP 85N, RANGE 21W, OF THE 5TH P.M., STORY COUNTY, IOWA.  
ACQUIRED FROM TIM & JUDY PICK

EXISTING R.O.W. 0.08 ACRES NEW R.O.W. 0.03 ACRES TOTAL R.O.W. 0.11 ACRES

The East 12.00 feet of the West 45.00 feet of the North 100.00 feet of the South 2,200.00 feet in the NW $\frac{1}{4}$ , SW $\frac{1}{4}$  of Section 20, Township 85 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.11 acres of which 0.08 acres is existing R.O.W.



DATE DRAWN 6/11/2021

G:\AUTOCAD\PROJECTS\CULVERTS\2022\LINCOLN 20 S 690TH RCB\ROW\PICK\PICK PLAT.DWG

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

## CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 04-35-100-300  
 PROJECT No: L-LIN35--73-85  
 ROAD No: (720<sup>th</sup> Ave.)

THIS AGREEMENT made and entered into this 28<sup>th</sup> day of June, A.D. 20 21 by and between  
**TREVOR R. ELEY**

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

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

The East 12.00 feet of the West 45.00 feet of the North 100.00 feet of the South 661.62 feet of the SW¼, NW¼ in Section 35, Township 85 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.11 acres of which 0.08 acres is existing R.O.W.

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

See attached graphical representation

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

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

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

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

	Payment Amount	Agreed Performance
\$	<u>189.13</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>189.13</u>	<b>TOTAL LUMP SUM</b>

BREAKDOWN:	ac.=acres	sq.ft.=square feet			
Land by Fee Title		ac./sq.ft.	\$	Buildings & Improvements	\$
Underlying Fee Title		ac./sq.ft.	\$	Fence _____ rods woven	\$
Permanent Easement	<u>0.03</u>	ac./sq.ft.	\$ <u>164.13</u>	Fence _____ rods barb	\$
Temporary Easement		ac./sq.ft.	\$		
Damages for:					\$
			<u>Future Abstract Entry in the amount of \$25.00</u>		

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

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

x Treror R Eley

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

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

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

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

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

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

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

**Additional Right of Way Agreements:**

**SELLER'S ACKNOWLEDGMENT**

STATE OF IOWA: ss On this 28 day of June, 2021, before me, the undersigned, personally appeared Treror R Eley

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

Trish Taft

Notary Public in and for the State of IA

**BUYER'S APPROVAL**

Darren Moon

7-1-21

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

(Date)



Li Kadden

7-13-21

Approved by: Chairperson, Story County Board of Supervisors

(Date)

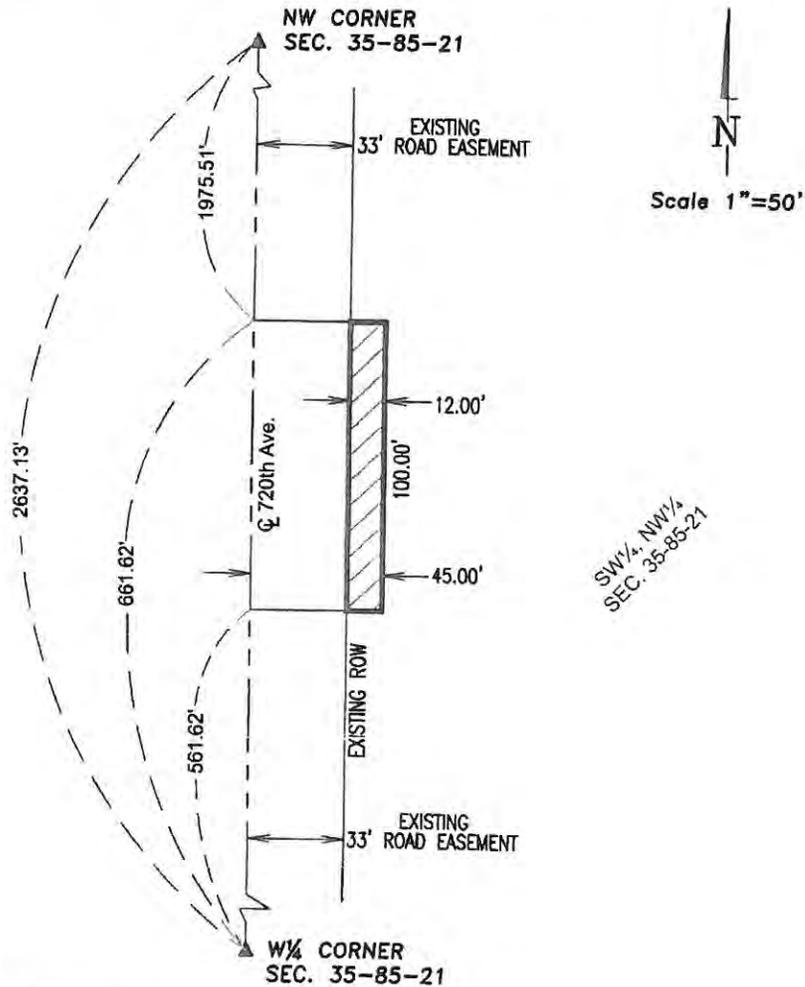
"Exhibit A"

# STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. L-LIN35--73-85 PARCEL NO. 04-35-100-300  
SECTION 35, TOWNSHIP 85N, RANGE 21W, OF THE 5TH P.M., STORY COUNTY, IOWA.  
ACQUIRED FROM TREVOR R. ELEY

EXISTING R.O.W. 0.08 ACRES NEW R.O.W. 0.03 ACRES TOTAL R.O.W. 0.11 ACRES

The East 12.00 feet of the West 45.00 feet of the North 100.00 feet of the South 661.62 feet of the SW $\frac{1}{4}$ , NW $\frac{1}{4}$  in Section 35, Township 85 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.11 acres of which 0.08 acres is existing R.O.W.





## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** IA0850000  
**Agency Name:** Story County Sheriff Office  
**Mailing Address:** 1315 South B Ave  
 Nevada, IA 50201

**Type:** Sheriff's Office

**Agency Finance Contact**

**Name:** Toresdahl, Constance  
**Phone:** 5153827458  
**Email:** ctoresdahl@storycountyiowa.gov

**Jurisdiction Finance Contact**

**Name:** Markley, Lisa  
**Phone:** 5153827212  
**Email:** lmarkley@storycountyiowa.gov

**ESAC Preparer**

**Name:** Toresdahl, Constance  
**Phone:** 5153827458  
**Email:** ctoresdahl@storycountyiowa.gov

**FY End Date:** 06/30/2021

**Agency FY 2022 Budget:** \$10,448,304.00

### Annual Certification Report

**Summary of Equitable Sharing Activity**

**Justice Funds <sup>1</sup>**

**Treasury Funds <sup>2</sup>**

1 Beginning Equitable Sharing Fund Balance	\$0.00	\$0.00
2 Equitable Sharing Funds Received	\$0.00	\$0.00
3 Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4 Other Income	\$0.00	\$0.00
5 Interest Income	\$0.00	\$0.00
6 Total Equitable Sharing Funds Received (total of lines 2-5)	\$0.00	\$0.00
7 Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8 Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$0.00	\$0.00

<sup>1</sup>Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

**Summary of Shared Funds Spent**

**Justice Funds**

**Treasury Funds**

a Law Enforcement Operations and Investigations	\$0.00	\$0.00
b Training and Education	\$0.00	\$0.00
c Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d Law Enforcement Equipment	\$0.00	\$0.00
e Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f Contracts for Services	\$0.00	\$0.00
g Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h Law Enforcement Awards and Memorials	\$0.00	\$0.00
i Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j Matching Grants	\$0.00	\$0.00
k Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l Support of Community-Based Programs	\$0.00	\$0.00
m Non-Categorized Expenditures	\$0.00	\$0.00
n Salaries	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds

**Other Income**

Other Income Type	Justice Funds	Treasury Funds

**Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Support of Community-Based Programs**

Recipient	Justice Funds	

**Non-Categorized Expenditures**

Description	Justice Funds	Treasury Funds

**Salaries**

Salary Type	Justice Funds	Treasury Funds

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

**Privacy Act Notice**

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

**Single Audit Information****Independent Auditor****Name:** Mortvedt, Janet**Company:** State of Iowa - Auditor of State Office**Phone:** 515-725-7636**Email:** janet.mortvedt@aos.iowa.gov

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES  NO

Prior year Single Audit Number Assigned by Harvester Database: 881242

# Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

**1. Submission.** The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

**3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

**7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

**8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

### Civil Rights Cases

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

Yes  No

### Agency Head

Name: Fitzgerald, Paul H.  
Title: Sheriff  
Email: pfitzgerald@storycountyiowa.gov

Signature: Submitted Electronically

Date: 07/02/2021

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

### Governing Body Head

Name: Heddens, Lisa  
Title: Chair, Board of Supervisors  
Email: lheddens@storycountyiowa.gov

Signature: Submitted Electronically



Date: 07/13/2021

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192121FSPSTORYC02	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	70CDCR	7. ADMINISTERED BY (If other than Item 6) CODE	ICE/DCR
DETENTION COMPLIANCE AND REMOVALS US IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I ST NW [REDACTED] WASHINGTON DC 20536		ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW [REDACTED] WASHINGTON DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  STORY COUNTY INC ATTN LUCY MARTIN 900 6TH ST NEVADA IA 50201		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0508131120000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. 30-03-0066 70CDCR20FIGR00126	
		10B. DATED (SEE ITEM 13) 03/16/2020	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule Net Decrease: -\$18,410.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral - FAR 4.804-2 Closeout

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 050813112

COR: [REDACTED]

Contracting Officer: [REDACTED]

The purpose of this modification is to de-obligate excess funds in the amount of \$18,410.00 and closeout this contract. The parties agree as follows:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Lisa K Hedders, Chair BAS</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] NN
15B. CONTRACTOR/OFFEROR <i>[Signature]</i>	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 11-13-21	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
30-03-0066/70CDCR20FIGR00126/P00002

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
STORY COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1) All services/supplies have been received, inspected and accepted by the Government</p> <p>2) The Contactor releases the Government from any and all liability under this contract for further equitable and/or price adjustments including, but not limited to, claims and causes of action for the recovery of direct costs, indirect costs, delay costs, disruption costs, profit, interest, attorney's fees, damages, etc.)</p> <p>3) The Government agrees that all obligations under this contract are concluded</p> <p>4) Line Item 0001 is decreased by \$5,470.00, from \$23,880.00 to \$18,410.00</p> <p>The total obligated amount is decreased by \$5,470.00, from \$23,880.00 to \$18,410.00</p> <p>The total contract value is decreased by \$5,470.00, from \$23,880.00 to \$18,410.00. This contract is closed.</p> <p>---</p> <p>Discount Terms: Net 30</p> <p>Accounting Info: [REDACTED]</p> <p>Period of Performance: 05/01/2020 to 04/30/2021</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>DETENTION SERVICES</p> <p>BED DAY RATE: \$70.00</p> <p>Deobligate \$18,410.00 from FFMS Item 1 MDL 1</p> <p>The total funded amount for this CLIN has decreased:</p> <p>From: \$21,980.00 By: (\$18,410.00) To: \$3,570.00</p> <p>Continued ...</p>	-263	DA	70.00	-18,410.00

NAME OF OFFEROR OR CONTRACTOR  
STORY COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The total funded quantity for this CLIN has decreased:</p> <p>From: 314 By: (263) To: 51</p> <p>---</p> <p>All other terms and conditions remain unchanged.</p>				

THE STATE OF IOWA  
COUNTY OF STORY

KNOW ALL BY THESE PRESENT

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE CITY OF AMES, IOWA, AND STORY COUNTY, IOWA**

**JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 13<sup>th</sup> day of July, 2021, by and between the Story County, Iowa, acting by and through the Chairman of the County Board of Supervisors as an authorized agent for the county, hereinafter referred to as COUNTY, and the City of Ames, acting by and through the Mayor as an authorized agent for the city, hereinafter referred to as AMES, both of Story County, State of Iowa, witnesseth:

**WHEREAS**, under the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance 2021 Edward Byrne Memorial Justice Assistance Grant Formula Program, Local Solicitation, hereinafter referred to as GRANT, funds have become available to the parties for use in improving law enforcement programs; and

**WHEREAS**, the GRANT requires that the COUNTY and AMES agree on process for filing an application for the acquisition, administration and expenditure of those funds; and,

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of funds and costs is equitable;

**NOW THEREFORE, AMES and COUNTY agree as follows:**

**Section 1.**

The parties are eligible for funding through the GRANT of up to \$15,932.00. The parties agree that AMES will file a single application on behalf of both parties that provides for distribution of funds as follows:

To AMES - \$15,932.00 to support the continuation of an officer wellness program and to replace outdated Tasers.

**Section 2.**

AMES shall be designated as the fiscal agent for the purposes of this GRANT and shall be responsible for all administrative support to meet the requirements of the GRANT. COUNTY shall not be responsible for any costs associated with the administration of the GRANT.

**Section 3.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 4.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 5.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; nor do they intend to create a separate legal entity for the purposes of this GRANT, specifically they do not intend to create a legal entity authorized by Chapter 28E of the Code of Iowa; further, this Agreement shall not create any rights in any party not a signatory hereto.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their authorized representatives.

**Story County**

By: Lisa Heddens, Chairman  
Story County Board of Supervisors

  
\_\_\_\_\_  
Signature

**City of Ames**

By: John Haila, Mayor  
City of Ames

\_\_\_\_\_  
Signature



Leading the Data Center Revolution

**APPROVED**

**DENIED**

Board Member Initials: AKH

Meeting Date: 7-13-21

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

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

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

<b>Date</b>	<b>Invoice</b>
06/29/2021	26186
<b>Account</b>	
Story County	

<b>Terms</b>	<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>
Net 30 days	07/29/2021		Order #6259

Products	Quantity	Price	Amount
<b>Billable Products</b>			
██████████ Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - ██████████	3.00	\$266.04	\$798.12
██████████ Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - ██████████	1.00	\$309.40	\$309.40
██████████ Cisco SMARTnet Software Support Service - Technical support - phone consulting - 1 year - 24x7 - ██████████	1.00	\$105.00	\$105.00
██████████ Cisco SMARTnet Software Support Service - Technical support - phone consulting - 1 year - 24x7 - ██████████	1.00	\$0.00	\$0.00
██████████ Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - ██████████	1.00	\$689.00	\$689.00
██████████ Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - ██████████	1.00	\$75.76	\$75.76
██████████ Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - ██████████	2.00	\$237.00	\$474.00
██████████ Cisco SMARTnet - Extended service agreement - replacement - 24x7 - response time: 4 h - ██████████	3.00	\$2,187.00	\$6,561.00
██████████ Cisco SMARTnet - Extended service agreement - replacement - 24x7 - response time: 4 h - ██████████	2.00	\$1,396.00	\$2,792.00
██████████ Cisco SMARTnet - Extended service agreement - replacement - 24x7 - response time: 4 h - ██████████	5.00	\$1,480.94	\$7,404.70
██████████ Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - ██████████	1.00	\$220.58	\$220.58
██████████ Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - ██████████	5.00	\$384.55	\$1,922.75
██████████ Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - ██████████	1.00	\$164.65	\$164.65
██████████ Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - ██████████	5.00	\$549.84	\$2,749.20
██████████ Cisco SMARTnet Solution Support - Extended service agreement - replacement - 8x5 - response time: NBD - ██████████	2.00	\$546.00	\$1,092.00

██████████ Cisco SMARTnet Solution Support - Extended service agreement - replacement - 8x5 - response time: NBD - ██████████	1.00	\$161.67	\$161.67
██████████ Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - ██████████	2.00	\$93.25	\$186.50
██████████ Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - ██████████	4.00	\$284.71	\$1,138.84
██████████ Cisco SMARTnet - Extended service agreement - replacement - 24x7 - response time: 4 h - ██████████	2.00	\$455.78	\$911.56
<b>Total Products:</b>			<b>\$27,756.73</b>

Please remit payment to: IP Pathways 3600 109th St. Urbandale, IA 50322  Pay by ACH: VisionBank 925 SE Gateway Dr. Grimes, IA 50111  Routing: 073905187 Account: 41003713 Account Name: IP Pathways LLC	<b>Invoice Subtotal:</b>	\$27,756.73
	<b>Sales Tax:</b>	\$0.00
	<b>Invoice Total:</b>	<b>\$27,756.73</b>
	<b>Payments:</b>	\$0.00
	<b>Credits:</b>	\$0.00
	<b>Balance Due:</b>	<b>\$27,756.73</b>

BOARD OF SUPERVISORS RESOLUTION NO. 22-05

RESOLUTION #21-47, TO ABATE TAXES ASSESSED AGAINST SAID MOBILE HOMES

WHEREAS, the following mobile homes were located at 67677 250<sup>th</sup> St, Colo, Iowa, also known as Country Living Court Mobile Home Park, Story County, Iowa; and,

WHEREAS, said mobile homes were removed without our knowledge; and whereabouts of the mobile homes are unknown; and,

WHEREAS, a request is made by County Living Court, see attached addendum; and,

WHEREAS, said mobile homes have an outstanding tax sale certificates, and/or delinquent taxes; and,

WHEREAS, Section 435.25 of the Code of Iowa, states that when it is administratively impractical to pursue tax collection through the remedies of this section, all taxes, regular and special, interest, and costs shall be abated by resolution of the county board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said mobile homes;

NOW, THEREFORE BE IT RESOLVED, that all delinquent taxes on the following mobile homes are hereby abated. The county treasurer is directed to strike from the tax book the delinquent taxes that are in reference to said mobile homes:

Dennis Brown	VIN:04560772J	Title#85AA70102	Amount \$1,224.00
Michael Bowers	VIN:06L21859	Title #85AB00287	Amount \$5,764.00

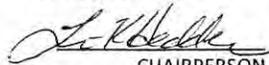
APPROVED this 13<sup>th</sup> day of July, 2021

  
Chairperson, Board of Supervisors

Attest:   
County Auditor

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 BOARD Yea  Nay  Absent

 Above tabulation made by   
CHAIRPERSON

**Country Living Court**  
67677 250<sup>th</sup> ST  
Colo, Ia 50056

July 1, 2021

To whom it may concern,

Mobile home with previous address of 67677 250th St Lot 25 Colo, IA 50056, was torn down on or about July of 20017 by tenant Denis Brown.

Management,

Country Living Court  
67677 250<sup>th</sup> ST Lot 40  
Colo, Ia 50056

**RECEIVED**

JUL 01 2021

STORY CO. TREASURER

**Country Living Court**  
67677 250<sup>th</sup> ST  
Colo, Ia 50056

July 1, 2021

To whom it may concern,

Mobile home with previous address of 67677 250th St Lot 27 Colo, IA 50056, was moved out of the park 6 years or more ago by tenant Mike Bowers.

Management,

Country Living Court  
67677 250<sup>th</sup> ST Lot 40  
Colo, Ia 50056

**RECEIVED**  
JUL 01 2021  
STORY CO. TREASURER

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, 2021 and the same has been paid to the Story County Treasurer.

For Elections for Other Entities		\$ 70,133.74
For Other Office Fees		\$ 18,189.51
Plat Books	1,566.61	
Computer Services	84.00	
Fiscal Agent Fees	14,941.60	
Map Copies		
Copies	121.80	
Miscellaneous	1,475.50	
TOTAL		\$ 88,323.25

Quarterly Breakdown:

For:	4TH QTR	3RD QTR	2ND QTR	1ST QTR
Billable Elections	2,008.84	15,549.53	52,334.37	241.00
<u>Other Office Fees</u>	<u>3,912.73</u>	<u>5,435.72</u>	<u>4,633.37</u>	<u>4,207.69</u>
TOTAL	5,921.57	20,985.25	56,967.74	4,448.69

**APPROVED**      **DENIED**  
 Board Member Initials: AKH  
 Meeting Date: 7-13-21  
 Follow-up action: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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, 2021 and the same has been paid to the Story County Treasurer.

For Elections for Other Entities Elections		\$ 2,008.84
Misc Elections		
CARES Act		
City/School Elections		
Special Elections	2,008.84	
For Other Office Fees		\$ 3,912.73
Plat Books	235.80	
Computer Lists		
Fiscal Agent Fees	3,676.93	
Map Copies		
Copies		
Miscellaneous		
TOTAL		\$ 5,921.57

Treasurer's Receipts for the above are attached.

  
\_\_\_\_\_  
LUCY MARTIN  
Story County Auditor  
July 8, 2021

**APPROVED**      **DENIED**  
Board Member Initials: AKH  
Meeting Date: 7-13-21  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY RECORDER'S REPORT OF FEES COLLECTED FOR 4TH QUARTER  
FISCAL YEAR 2020-2021

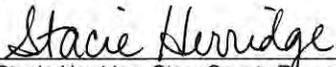
STATE OF IOWA)  
COUNTY OF STORY)

TO: THE STORY COUNTY BOARD OF SUPERVISORS

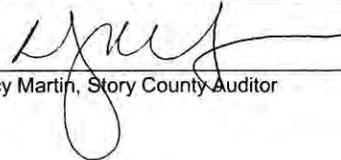
Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees, I, Stacie Herridge, Recorder of the above-named County and State do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the 4th Fiscal Quarter ending June 30, 2021, and the same has been paid to the County Treasurer.

Change of Title Fees	01000-08000-4100-07	\$4,740.00
Records Management Fees	27000-08000-4140-07	\$4,398.00
Electronic Transaction Fees	56000-08000-4160-07	\$4,398.00
Real Estate Transfer Tax	01000-08000-4040-07	\$45,623.06
Recording Fees	01000-08000-4000-07	\$108,022.00
Snowmobile Fees	01000-08000-4010-07	\$55.00
Boat Fees	01000-08000-4020-07	\$651.25
Hunting & Fishing Fees	01000-08000-4030-07	\$1.50
UCC Fees	01000-08000-4050-07	\$0.00
Copy Fees	01000-08000-4060-07	\$1,126.00
ATV Fees	01000-08000-4070-07	\$1,011.25
Vital Records Fees	01000-08000-4130-07	\$6,116.00
Passport Fees	01000-08000-4150-07	\$4,600.00
Boat Title Fees	01000-08000-4120-22	\$600.00
Interest	01000-00054-6000-07	\$16.92
Overages	01000-00055-8220-07	\$193.40
DNR Fees	01000-08000-4080-07	\$0.00
<b>Total paid to Story County Treasurer</b>		<b>\$181,552.38</b>

All of which is respectfully submitted this 7th day of July, 2021.

  
Stacie Herridge, Story County Recorder

Subscribed and sworn to before me, the undersigned, and filed in my office this 7<sup>th</sup> day of July, 2021.

  
Lucy Martin, Story County Auditor

Revised April 12, 2016

**APPROVED**      **DENIED**  
Board Member Initials: SHH

Meeting Date: 7-13-21

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

\$181,552.38  
\$9,006.35  
\$19,459.00  
\$280,224.22  
  
\$490,241.95

**Story County Sheriff's Report  
Total Income Earned  
For the Quarter Ending June 30, 2021**

Civil Fees (01000-01000-4400-05)	\$38,004.19
Civil Fees (Credit Card)	\$1,374.23
Permits to Carry Concealed Weapon (01000-01000-4410-05)	\$12,685.00
Permit to Carry Concealed Weapon (Credit Card)	\$240.00
Interest (01000-00054-6000-05)	\$9.62
Work Release (01000-01000-4400-05)	\$845.00

**Total** **\$53,158.04**

**Total Paid to Story County Treasurer** **\$53,158.04**

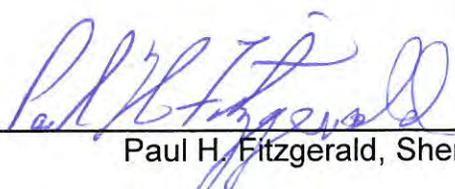
**APPROVED**

**DENIED**

Board Member Initials: PH

Meeting Date: 7-13-21

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

  
Paul H. Fitzgerald, Sheriff

Dated 06/30/2021  
PHF:kan

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

**Story County Sheriff's Report  
Total Income Earned  
For the Year Ending June 30, 2021**

Civil Fees (01000-01000-4400-05)	\$117,723.32
Civil Fees (Credit Card)	\$5,148.58
Permits to Carry Concealed Weapon (01000-01000-4410-05)	\$53,325.00
Permits to Carry Concealed Weapon (Credit Card)	\$16,320.00
Interest (01000-00054-6000-05)	\$31.11
Work Release (01000-01000-4400-05)	\$1,082.55

**Total** **\$193,630.56**

**Total Paid to Story County Treasurer** **\$193,630.56**

  
Paul H. Fitzgerald, Sheriff

**APPROVED**

**DENIED**

Board Member Initials: PHH

Meeting Date: 7-13-21

Dated 06/30/2021  
PHF:kan

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



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

Ph. 515-382-7245 Fax 515-382-7294  
[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

**APPROVED**

**DENIED**

Board Member Initials: AKH

Meeting Date: 7-13-21

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

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Andrea Wagner, Planner  
**RE:** Special Event Permit for Crushed Rock Classic, SE21-000002  
**DATE:** July 13, 2021

Scott Wall, Race Director for Ames Velo, is requesting a Special Event Permit for the Crushed Rock Classic, planned for August 21, 2021. The Crushed Rock Classic is a multi-surface bicycle race over a 6.2-mile loop that includes both paved and gravel roads in Story County and trails in McFarland Park. The race has been held each year since 2016. The race will be staged from the former Sunny Heights Bed and Breakfast (now a personal residence), 17641 Templeton Road, and will have a mass-start format, with approximately 3 separate groups of 20-40 riders each. The applicant expects the 2021 race to draw between 100 and 180 competitors and another 40-60 spectators and volunteers. The racing will last for approximately 3 hours, from 10:00 a.m. to 1:00 p.m. but race organizers will be on-site from 7:00 a.m. to 3:30 p.m. and there will be bicycles on the roads by 8:30 a.m.

No road closures are proposed for the race, and the applicant has stated there will be volunteers at all intersections along the course to warn traffic about the race and to direct the riders where to turn. Additionally, there will be signs placed along the road warning traffic approaching the course that a bicycle race is in progress.

Parking will be provided at Sunny Heights, and the applicant has also received permission from Story County Conservation to use the parking areas at Peterson Pits East and the nearby Skunk River Access for additional parking as needed.

During last year's race, organizers implemented precautions due to the COVID-19 pandemic; however, race organizers do not anticipate that for the 2021 race face coverings will be required. Face coverings and hand sanitizer will be on-site should circumstances change by August. The applicant has stated that they will be monitoring current CDC recommendations as to what is permissible in group settings, though the applicant will not plan for riders to wear face coverings while riding regardless.

The owners of Sunny Heights, Alan and Debra Metz, have provided written permission for the race to be staged at their property and the location being used as race headquarters. The Metz also gathered signatures from three surrounding property owners who have homes and driveways near the staging area. These property owners signed a document stating they do not object to the race, with one property owner noting that they will need to get their truck in and out of an adjacent prairie area. As parking for competitors and spectators will not be along the road, Planning and Development staff do not anticipate that this will be an issue, though the property owners will of course have to be mindful of bike traffic. Again, no road closures are proposed for the race. The owner of Underwood Farms, a





Story County Planning and Development Department  
Ph. 515-382-7245 Fax: 515-382-7294

portion of which will be crossed by competitors during the race, has also provided written permission for riders to be on their property.

Ames Velo, an Ames-based bicycle racing club, is promoting the race and club members will act as race staff. Ames Velo will rent portable toilets with hand washing stations which will be placed on the Sunny Heights property. A first aid station will be available at Sunny Heights, and the applicant has stated that for anything beyond basic first aid, first responders will be contacted. According to the applicant, the most common injury in bicycle racing is road rash, and the most common serious injury is a broken collarbone but more serious injuries can occur.

The applicant submitted an environmental health plan stating that they do not expect this event to have an impact on the environment, as riders are expected to not discard items during the event. Any garbage generated will be confined to Sunny Heights, where there will be trash receptacles. Typical waste would be food wrappers, beverage containers, zip ties, adhesive tape, and paper. There will be portable restrooms on site for the disposal of human waste. Race organizers will also be providing jugs of water on site (filled with City of Ames water), and the applicant has stated that Sunny Heights can provide water if needed.

No food or merchandise vendors will be present at this year's race, though Thirsty Pigs Mobile Event Services (PO Box 1553, Ames, IA 50014) will be the alcohol vendor and be on site following the conclusion of the race. The applicant has requested a copy of their liquor license to provide to the Planning and Development department.

Planning and Development staff invited relevant first responders and county departments to a review meeting that was held on July 1<sup>st</sup>. The City of Nevada's fire chief attended this meeting and requested a copy of the race course be sent to him. Emergency Management sent a follow-up email to relevant first responders who did not attend the meeting so that they would be aware of the date and time of the race. Cities within two miles of the race course (Gilbert and Ames) were also sent the application materials for the event. Neither city sent back comments, questions, or objections.

Story County Conservation has approved the event's use of the trails in McFarland Park, as well as the aforementioned parking areas at Peterson Pits East and the Skunk River Access. On an updated site plan submitted to staff after the July 1<sup>st</sup> meeting, temporary signs were proposed to be in the road right-of-way, as well as an officials/spectators tent. Staff forwarded this updated site plan, as well as an image of a potential banner design, to the County Engineer's office for feedback on sign and tent placement in the road right-of-way. The County Engineer suggested staff add a condition that signs and tents should not block the sight distance for cars entering a public roadway at any intersection or driveway; otherwise, there was not an issue with their placement in the road right-of-way.

The applicant has confirmed that the decision on postponing or cancelling the race due to inclement weather is up to the Chief Referee who is a USA Cycling (USAC) official assigned to the race by the Iowa Bicycle Racing Association, the state USAC affiliate. That decision would be made in consultation with





Story County Planning and Development Department  
Ph. 515-382-7245 Fax: 515-382-7294

the applicant as the Race Director, but the referee has the ultimate authority. Officials have not been assigned to the race yet due to waiting for approval from the Board of Supervisors.

The Crushed Rock Classic is run under the auspices of USA Cycling, the National Governing Body for bicycle racing in the United States, which provides insurance for permitted events. Insurance is \$3,000,000 per day and \$1,000,000 per incident. Once the race has received permission to proceed, the applicant will apply for a USAC permit and procure insurance certificates for Story County, Story County Conservation, Sunny Heights, and Underwood Farms, whose land is crossed by the Story County Greenbelt Trail north of McFarland Park.

### **County Regulation**

Story County Code of Ordinance Chapter 83 requires applicants to submit a Special Event Permit application to be acted on by the Story County Board of Supervisors for planned events occurring over a four hour period and involving more than 250 event staff, volunteers, participants, and spectators. Planning and Development Department staff are to coordinate review of the application with the Sheriff's Office, Fire Chief (Nevada and Gilbert Fire), Ambulance District (Mary Greeley), Environmental Health, Engineer's Office, Conservation Office, and Emergency Management. Planning and Development coordinated this meeting on July 1, 2021. All comments from the meeting have been addressed. Planning and Development staff will schedule a site inspection on Friday before the event. This is recommended as a condition. We will also send notice to property owners within a quarter-mile. This year, notices will include the flyer for the race.

### **Recommendation**

Based on the application, submittal, applicant responses, and input from the departments and agencies' representatives reviewing the Special Event Permit application, Planning and Development staff recommend the Board of Supervisors approve **the Special Events Permit SE21-000002 with conditions** (alternative 2).

### **Conditions include:**

1. A copy of the insurance certificate is required to be submitted before the event.
2. On the Friday before the event, Planning and Development staff shall complete an inspection of the site for compliance with Story County Code Chapter 83, Special Events, the submitted plans, and any conditions.
3. A copy of the liquor license for Thirsty Pigs Mobile Event Services will be submitted before the event.
4. Signs and tents should not block the sight distance for cars entering a public roadway at any intersection or driveway.

### **Alternatives**

1. The Story County Board of Supervisors approves the Special Events Permit, as put forth in case SE21-000002.





Story County Planning and Development Department  
Ph. 515-382-7245 Fax: 515-382-7294

2. **The Story County Board of Supervisors approves the Special Events Permit with conditions, as put forth in case SE21-000002.**
3. The Story County Board of Supervisors denies the Special Events Permit, as put forth in case SE21-000002.
4. The Story County Board of Supervisors tables the Special Events Permit request, as put forth in case SE21-000002, back to the applicant and/or staff for further review and/or modifications, and directs staff to place this item on the Board of Supervisor's future meeting agenda.

PLEASE RECYCLE



## Event Narrative

### 6<sup>th</sup> Annual Crushed Rock Classic Gravel Bicycle Race

Saturday, August 21, 2021

The Crushed Rock Classic is a multi-surface bicycle race over a 6.2-mile loop including paved and gravel roads in Story County, IA and trails in McFarland Park (see maps included with application). In 2016, 2017, and 2018 the race was staged out of McFarland Park and the Conservation Center there. In 2019 and 2020 we moved the race headquarters to Sunny Heights Bed and Breakfast at 17641 Templeton Road and plan to stage it from there this year as well. We expect to draw between 100 and 180 competitors plus another 40-60 spectators and volunteers. We expect the majority of the spectators to remain at Sunny Heights.

In 2016-2019 the race was a mass-start event with 3 separate groups of 20-40 riders each, covering multiple laps of the course. Due to the COVID-19 pandemic we ran the race over a larger, 22.67-mile loop in 2020 as a time trial (riders rode the course alone for time) to prevent riders from being in close proximity to each other. For 2021 we are returning to the shorter course and the mass-start format. There were 3 successful mass-start bicycle races in the Des Moines area in September and October of 2020 and current trends indicate that sporting events and other gatherings can be held safely.

In addition to gravel and one section of paved roads in rural Story County the race utilizes the McFarland Park trail paralleling Interstate 35 then exits the park through the parking lot at the park's maintenance building. This minimizes interactions between the riders and other park users. The nature of gravel racing is that even large starting fields break up quickly so the largest groups of riders at any given point will likely be 7 or less. We also plan to use the Skunk River Access and East and West Peterson Pits parking lots for race parking. We used these for the Iowa Games Gravel Grinder which we held on June 5, 2021 and which used the same route through McFarland Park as this event.

The racing will last for about 3 hours, from 10:00 a.m. to 1:00 p.m. but we will be on-site from 7:00 a.m. to 3:30 p.m. and there will be bicycles on the roads by 8:30 a.m.

At this point we do not expect face coverings to be required but will have face coverings and hand sanitizer on-site should circumstances change by August. We will be monitoring current CDC recommendations as to what is permissible in group settings. Riders will not have to wear face coverings while riding regardless.

The owners of Sunny Heights, Alan and Debra Metz, are on board with using their property as race headquarters. Aside from Sunny Heights there are 3 other homes (served by 2 driveways) nearby. The owners across from Sunny Heights (17588 Templeton Rd) allowed us set up a hilltop sprint line at their driveway for the first three editions of the race and the 2019 edition finished just before their driveway as it will for this year's race.

Ames Velo, an Ames-based bicycle racing club, is promoting the race again this year and will use club members as race staff. Ames Velo will rent portable toilets with hand washing stations which will be placed on the Sunny Heights property.

We will have first aid available at Sunny Heights. For anything beyond basic first aid we will contact first responders. The most common injury in bicycle racing is road rash. The most common serious injury is a broken collarbone but more serious injuries can occur. Over the first five years of the Crushed Rock Classic the only medical issue we've had was a rider crashing alone on rough gravel in 2020. He finished the race then reported to medical to have his abrasions scrubbed and bandaged.

Bicycle races are run rain or shine unless conditions are patently dangerous (lightning, hail, tornadoes). In 2018 there were severe thunderstorms in the area and our officials were tracking them on radar before we determined that we could start on time. If severe weather strikes the event can be postponed until the danger passes. If weather strikes during the event we would pull riders off the road as soon as possible. Sunny Heights will serve as our shelter at race headquarters.

We will have volunteers at all intersections along the course to warn traffic about the race and to direct the riders where to turn. Our team members have served as corner marshals for several years and new volunteers will be paired with experienced volunteers. There will be signs placed warning traffic approaching the course that a bicycle race is in progress.

The Crushed Rock Classic is permitted under the auspices of USA Cycling, the national governing body for bicycle racing in the United States. Once we have approval for the race from Story County I will permit the event with USAC. When they issue a permit I will receive the insurance certificates and get a copy to Story County and Story County Conservation who will be named as an alternate insured parties. The insurance is \$3,000,000 with a maximum of \$1,000,000 per incident. The certificates are typically sent within 5 days of applying to USAC for a race permit.



Scott T. Wall  
Race Director, Ames Velo  
1306 Douglas Ave  
Ames, IA 50010  
515-233-1611 (home)  
515-382-7216 (work)  
515-509-4816 (cell)  
[smacwall@msn.com](mailto:smacwall@msn.com)

Host Site  
6<sup>th</sup> Annual Crushed Rock Classic Gravel Bicycle Race  
Saturday, August 21, 2021

Sunny Heights Farm is the race host and the event will be staged from there. Property owners Alan and Deb Metz have been very supportive (they are Ames Velo members) of the race. They've let their neighbors know about past races and I can get whatever Planning & Development requires (email or hard copy with original signature) in the way of correspondence from them approving the use of their property. They can confirm that their immediate neighbors are okay with the race taking place.

Scott T. Wall  
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Ames, IA 50010  
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[smacwall@msn.com](mailto:smacwall@msn.com)

Environmental Health Plan  
6<sup>th</sup> Annual Crushed Rock Classic Gravel Bicycle Race  
Saturday, August 21, 2021

Bicycle racing does not generate much waste nor do we expect this event to have an impact on the environment. Riders are expected to not discard items during the event. Any trash generated will be confined to Sunny Heights Farm, 17641 Templeton Road, where we will have trash receptacles. Typical waste would be food wrappers, beverage containers, zip ties, adhesive tape, and paper. There will be portable restrooms on site for the disposal of human waste.

We will have jugs of water on site (filled with City of Ames water) and Sunny Heights can provide water if needed. Bicycle racers are pretty self-sufficient and carry what they need to events with them.

Scott T. Wall  
Race Director, Ames Velo  
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Ames, IA 50010  
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[smacwall@msn.com](mailto:smacwall@msn.com)

Vendor Information

6<sup>th</sup> Annual Crushed Rock Classic Gravel Bicycle Race

Saturday, August 21, 2021

In the past we've had Alluvial Brewing Company, 3715 W 190<sup>th</sup> St, Ames, IA 50014, and Thirsty Pigs Mobile Event Company, PO Box 1553, Ames, IA 50014, on site following the conclusion of the race with free beer and root beer. Plans for post-race beverages have not been finalized at this time but both of these vendors have provided copies of their liquor licenses in 2019. We will not have a food vendor present or any merchandise vendors. There are no plans for anything to be bought or sold at the event.

Scott T. Wall

Race Director, Ames Velo

1306 Douglas Ave

Ames, IA 50010

515-233-1611 (home)

515-382-7216 (work)

515-509-4816 (cell)

[smacwall@msn.com](mailto:smacwall@msn.com)

Vendor Information

6<sup>th</sup> Annual Crushed Rock Classic Gravel Bicycle Race

Saturday, August 21, 2021

As an outdoor activity, the risk of fire in bicycle races is not an issue. The closest thing we will have to an indoor structure at the event are pop-up tents for shade and rain protection. The only emergencies likely to occur would be crashes out on the course. The most common injury in bicycle racing is road rash. We had a single rider crash alone in 2020 who came to first aid after completing the race to have his abrasions cleaned and bandaged. At the Iowa Games Gravel Grinder on June 5, 2020 we had a similar crash but the rider's abrasions did not require cleaning. There is some degree of risk with any athletic event and broken bones and concussions are possible but not common, especially in gravel racing where large groups tend to break up quickly and the risk of collision between riders is low.

We have a first aid kit on site at Sunny Heights and will notify first responders/EMT's for anything requiring medical attention beyond cuts and abrasions. In the past notifying emergency services that this event was taking place was part of the Special Events Permit application process but I have notified police and Mary Greeley Medical Center of events by mail and email in the past and can certainly do so this year.

Scott T. Wall  
Race Director, Ames Velo  
1306 Douglas Ave  
Ames, IA 50010  
515-233-1611 (home)  
515-382-7216 (work)  
515-509-4816 (cell)  
[smacwall@msn.com](mailto:smacwall@msn.com)

Severe Weather Plan  
6<sup>th</sup> Annual Crushed Rock Classic Gravel Bicycle Race  
Saturday, August 21, 2021

Bicycle races are held rain or shine but not if conditions are patently dangerous (lightning, tornadoes). In August the most likely weather risk will be heat and the possibility of thunderstorms. We will be tracking the weather forecast in the two weeks prior to the race and our race officials will have cell phones/tablets/laptops on which they can track the weather during the event. The race can be postponed or cancelled if severe weather threatens or riders can be pulled off the course if weather strikes during the race and restarted once the threat passes. Rider's vehicles will be the best shelter at or near Sunny Heights as there are no large structures that could house a lot of people.

Scott T. Wall  
Race Director, Ames Velo  
1306 Douglas Ave  
Ames, IA 50010  
515-233-1611 (home)  
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515-509-4816 (cell)  
[smacwall@msn.com](mailto:smacwall@msn.com)

Insurance Plan  
6<sup>th</sup> Annual Crushed Rock Classic Gravel Bicycle Race  
Saturday, August 21, 2021

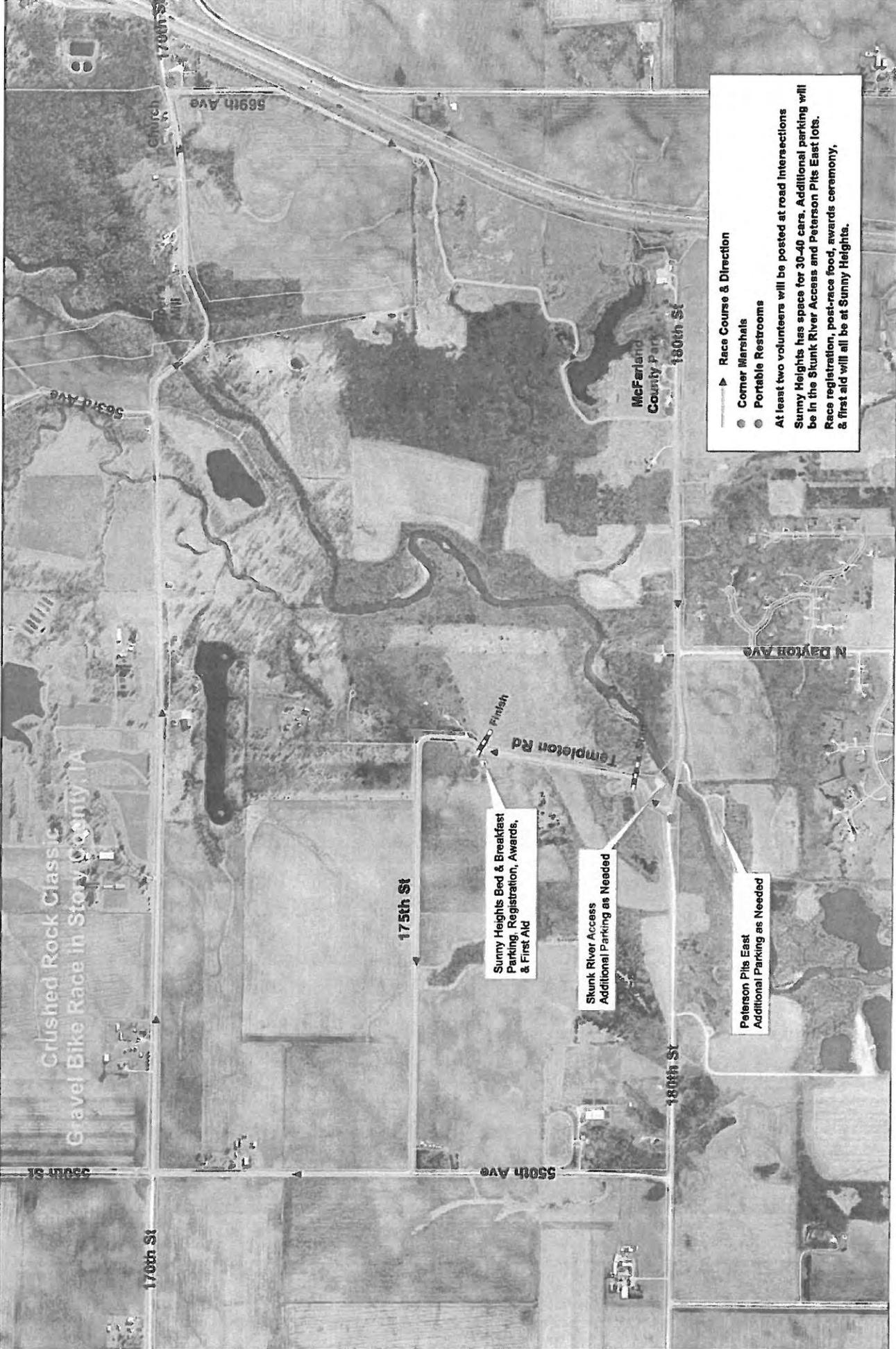
The Crushed Rock Classic is run under the auspices of USA Cycling, the National Governing Body for bicycle racing in the United States and they provide insurance for permitted events. Insurance is \$3,000,000 per day and \$1,000,000 per incident. Once the race has received permission to proceed I will apply for a USAC permit and procure insurance certificates for Story County, Story County Conservation, Sunny Heights, and Underwood Farms, whose land is crossed by the Story County Greenbelt Trail north of McFarland Park. In the past the County Board of Supervisors has approved the event contingent on proof of insurance.

Scott T. Wall  
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[smacwall@msn.com](mailto:smacwall@msn.com)

Amplified Sound Plan  
6<sup>th</sup> Annual Crushed Rock Classic Gravel Bicycle Race  
Saturday, August 21, 2021

We will have a portable sound system on-site to call riders to the start, make any announcements, call out how many laps to go, and call the finish. This is a rural area and the sound will not be loud enough to carry much beyond the immediate vicinity of Sunny Heights.

Scott T. Wall  
Race Director, Ames Velo  
1306 Douglas Ave  
Ames, IA 50010  
515-233-1611 (home)  
515-382-7216 (work)  
515-509-4816 (cell)  
[smaewall@msn.com](mailto:smaewall@msn.com)



**Crushed Rock Classic  
Gravel Bike Race in Story County IA**

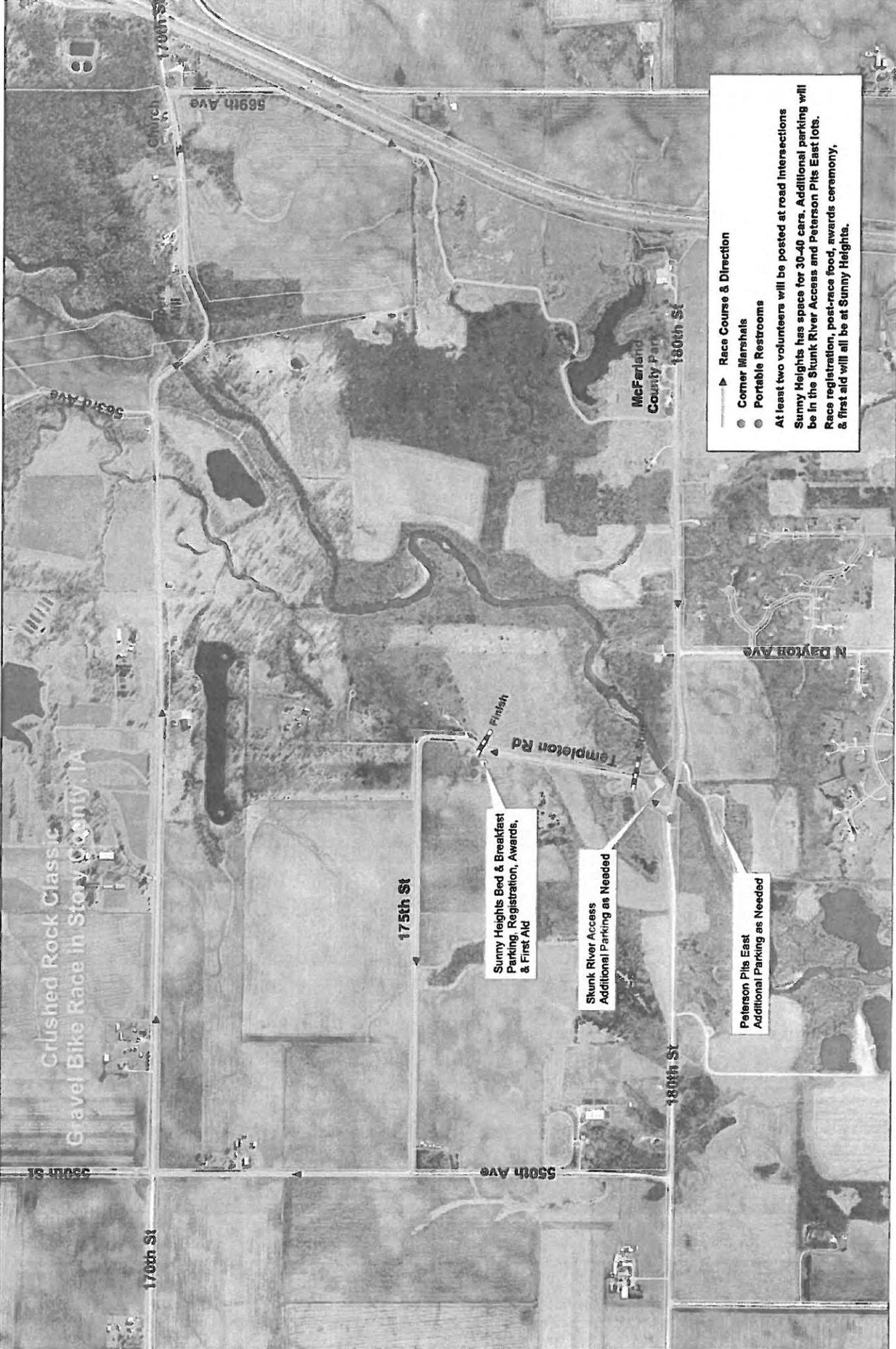
**▲ Race Course & Direction**  
**● Corner Marshals**  
**● Portable Restrooms**

At least two volunteers will be posted at road intersections  
 Sunny Heights has space for 30-40 cars. Additional parking will  
 be in the Skunk River Access and Peterson Pits East lots.  
 Race registration, post-race food, awards ceremony,  
 & first aid will all be at Sunny Heights.

Sunny Heights Bed & Breakfast  
 Parking, Registration, Awards,  
 & First Aid

Skunk River Access  
 Additional Parking as Needed

Peterson Pits East  
 Additional Parking as Needed



Crushed Rock Classic  
Gravel Bike Race in Story County, IA

550th St

170th St

175th St

550th Ave

180th St

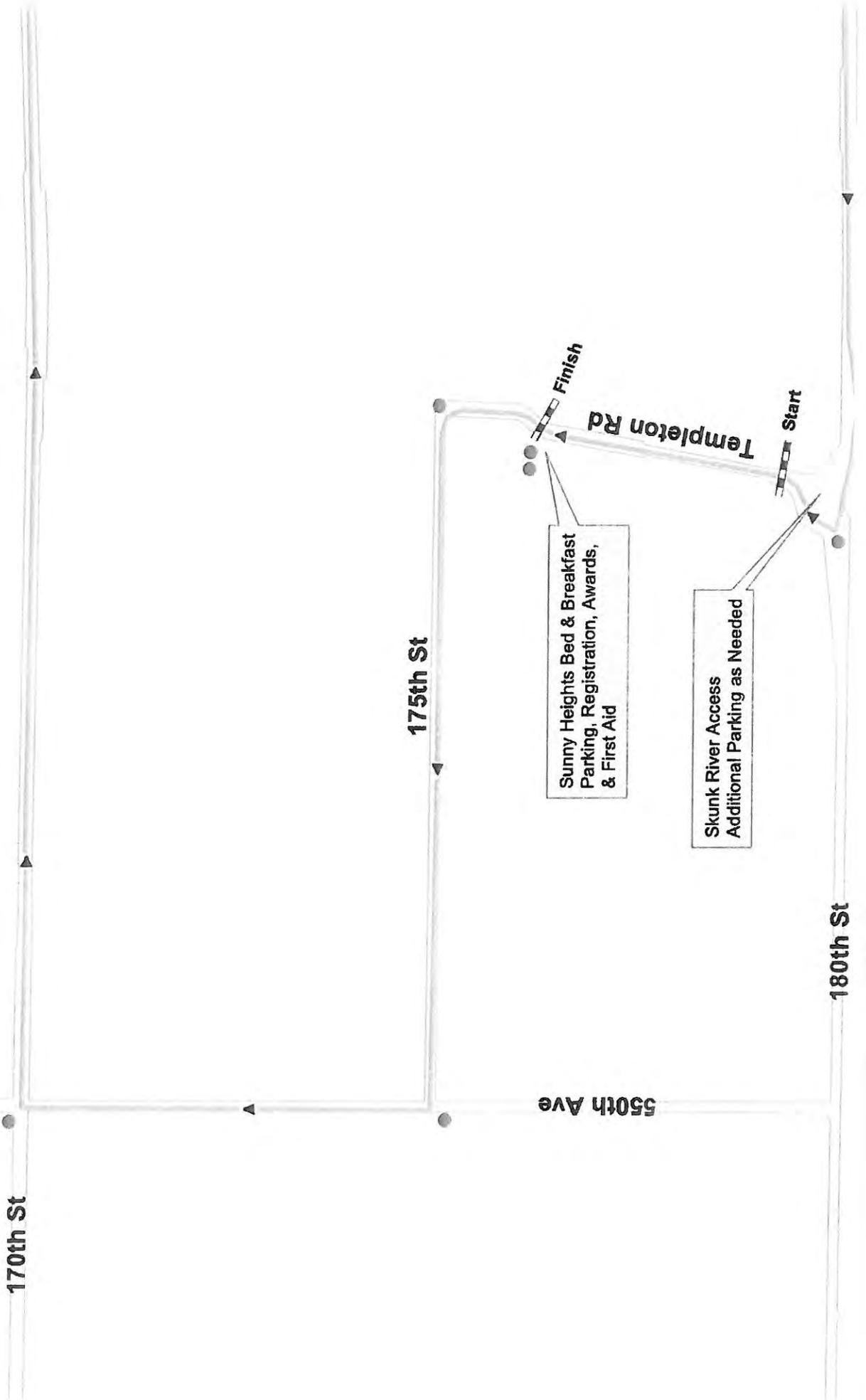
Finish

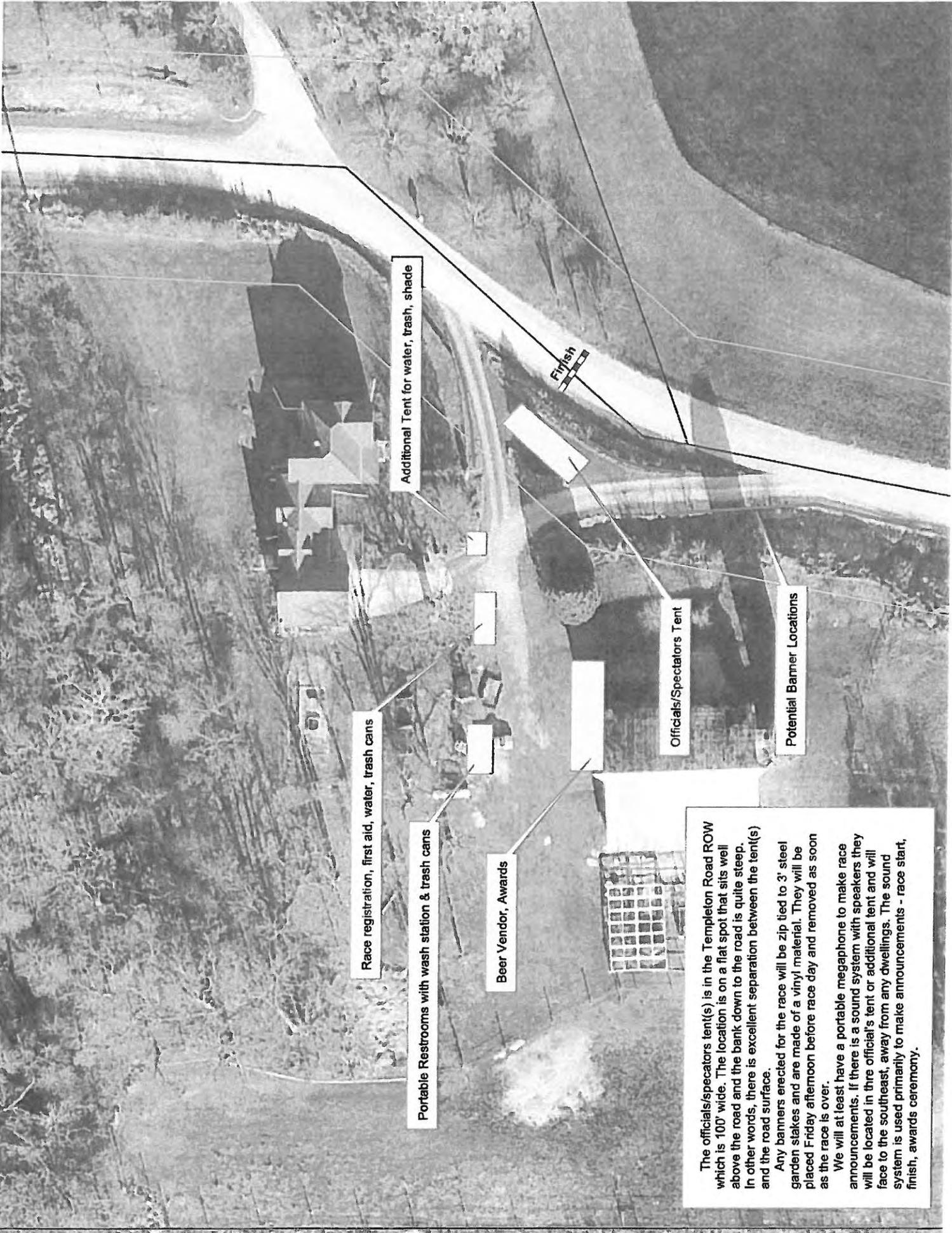
Templeton Rd

Start

Sunny Heights Bed & Breakfast  
Parking, Registration, Awards,  
& First Aid

Skunk River Access  
Additional Parking as Needed





Race registration, first aid, water, trash cans

Additional Tent for water, trash, shade

Portable Restrooms with wash station & trash cans

Beer Vendor, Awards

Officials/Spectators Tent

Potential Banner Locations

Finish

The officials/spectators tent(s) is in the Templeton Road ROW which is 100' wide. The location is on a flat spot that sits well above the road and the bank down to the road is quite steep. In other words, there is excellent separation between the tent(s) and the road surface.

Any banners erected for the race will be zip tied to 3" steel garden stakes and are made of a vinyl material. They will be placed Friday afternoon before race day and removed as soon as the race is over.

We will at least have a portable megaphone to make race announcements. If there is a sound system with speakers they will be located in the official's tent or additional tent and will face to the southeast, away from any dwellings. The sound system is used primarily to make announcements - race start, finish, awards ceremony.



Example of potential banner and tent placement in front of Sunny Heights

**Andrea E. Wagner**

---

**From:** Scott T. Wall  
**Sent:** Tuesday, July 6, 2021 9:07 AM  
**To:** Amelia Q. Schoeneman; Andrea E. Wagner  
**Subject:** FW: FW: Underwood Farms Letter

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Amelia & Andrea,

Permission to use the Underwood Farms property as part of the course for the Crushed Rock Classic (see below).

Scott Wall

---

**From:** Roger Underwood <[rogeru@riverwoodmgt.com](mailto:rogeru@riverwoodmgt.com)>  
**Sent:** Saturday, July 3, 2021 8:11:57 AM  
**To:** SCOTT MICHELLE WALL <[smacwall@msn.com](mailto:smacwall@msn.com)>  
**Subject:** Re: FW: Underwood Farms Letter

On behalf of Underwood Farms and Quercus LLC I approve of you to use the tract for this race. Glad to assist. I think my younger brother Jeff Underwood rides with your team. Be safe.

Roger Underwood

On Sat, Jul 3, 2021 at 7:46 AM SCOTT MICHELLE WALL <[smacwall@msn.com](mailto:smacwall@msn.com)> wrote:

Mr. Underwood,

I am the Race Director for the Ames Velo Bicycle Racing Team and we are planning to hold the 6<sup>th</sup> Annual Crushed Rock Classic gravel bike race on Saturday, August 21. Because the race uses the Skunk River Greenbelt Trail along I-35 north of McFarland Park and across land owned by Underwood Farms c/o Quertus, LLC Story County Planning and Development has requested that I get written permission from you for the race to use the greenbelt where it crosses your land. As in past years Underwood Farms will be named as an insured party and I'll provide you with a copy of the insurance certificate once I've received it. I've attached a PDF of the race flyer and a letter describing what I need from you which is simply a reply to this email stating you do not object to the race taking place. Thank you.

Scott T. Wall

Ames Velo Race Director

1306 Douglas Ave

Ames, IA 50010

**515-233-1611**

--

**Roger C. Underwood**

**5525 North Dayton Avenue**

**Ames, Iowa 50010**

[rogeru@riverwoodmgt.com](mailto:rogeru@riverwoodmgt.com)

**515-231-0151**

**"Notice: It is OK to print this email. Paper is biodegradable, renewable, sustainable, and is a product made mostly from trees. Growing and harvesting trees provides jobs for millions of Americans. Working forests are good for the environment and provide clean air and water, wildlife habitat and carbon storage. Thanks to improved forest management, we have more trees in America today than we had over 100 years ago.**

July 2021

We support the use of our property as the event venue for the 6<sup>th</sup> Annual Crushed Rock Classic gravel bicycle Race to be held on Saturday, August 21, 2021. We have spoken to our immediate neighbors (see below) and they have no objections to the race.

Alan Metz

07/06/2021

Alan Metz, Sunny Heights Farm, 17641 Templeton Road, Ames, IA 50010

Debra Metz

07/06/2021

Debra Metz, Sunny Heights Farm, 17641 Templeton Road, Ames, IA 50010

Alan and Debra Metz have informed us of the 6<sup>th</sup> Annual Crushed Rock Classic to be staged out of their property on August 21 and we have no objection to the event taking place.

Christopher & Renee Kayser, 17588 Templeton Road

Kathryn Kuehl

Kathryn Kuehl, 55823 175<sup>th</sup> Street

Molly & Ray Lee, 55827 175<sup>th</sup> Street

July 2021

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Alan Metz, Sunny Heights Farm, 17641 Templeton Road, Ames, IA 50010

Debra Metz 07/06/2021

Debra Metz, Sunny Heights Farm, 17641 Templeton Road, Ames, IA 50010

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Christopher & Renee Kayser 7/7/2021

Christopher & Renee Kayser, 17588 Templeton Road

as long as we can get our truck in & out of the prairie, we are fine with it. RK

Kathryn Kuehl, 55823 175<sup>th</sup> Street

Molly & Ray Lee, 55827 175<sup>th</sup> Street

Alan Metz

07/06/2021

Alan Metz, Sunny Heights Farm, 17641 Templeton Road, Ames, IA 50010

Debra Metz

07/06/2021

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\_\_\_\_\_  
Christopher & Renee Kayser, 17588 Templeton Road

\_\_\_\_\_  
Kathryn Kuehl, 55823 175<sup>th</sup> Street

Molly Lee

7/7/2021

Molly & Ray Lee, 55827 175<sup>th</sup> Street

## Andrea E. Wagner

---

**From:** Amelia Q. Schoeneman  
**Sent:** Tuesday, July 6, 2021 12:03 PM  
**To:** Andrea E. Wagner  
**Subject:** FW: Crushed Rock Classic Parking

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**From:** Scott T. Wall <SWall@storycountyiowa.gov>  
**Sent:** Tuesday, July 6, 2021 9:11 AM  
**To:** Amelia Q. Schoeneman <ASchoeneman@storycountyiowa.gov>  
**Subject:** FW: Crushed Rock Classic Parking

Amelia,

I know you cleared this with Mike last week but here's his response to me about race parking.

Scott Wall

**From:** Michael D. Cox  
**Sent:** Friday, July 2, 2021 9:25 PM  
**To:** Scott T. Wall <SWall@storycountyiowa.gov>  
**Subject:** Re: Crushed Rock Classic Parking

Hi Scott! Yes. All is ok.

Get [Outlook for Android](#)

---

**From:** Scott T. Wall <SWall@storycountyiowa.gov>  
**Sent:** Friday, July 2, 2021 2:48:43 PM  
**To:** Michael D. Cox <MCox@storycountyiowa.gov>; Amelia Q. Schoeneman <ASchoeneman@storycountyiowa.gov>;  
Andrea E. Wagner <AWagner@storycountyiowa.gov>  
**Subject:** Crushed Rock Classic Parking

Mike,

There was a Conceptual Review yesterday morning for the Special Events Permit for the 6<sup>th</sup> Annual Crushed Rock Classic bicycle race and one of the comments on the review sheet was clarification of using County Conservation land for race parking. It is Ames Velo's intention to direct participants to park at the Skunk River Access off 180<sup>th</sup> Street followed by the Peterson Pits East lot and moving to the Peterson Pits West lot as needed. Beyond having a corner marshal at the point where the race exits McFarland Park no one affiliated with the event will be parking in the McFarland lot.

Scott Wall

**DO NOT WRITE IN THE SPACE ABOVE. RESERVED FOR RECORDER**

Prepared by Andrea Wagner Story County Planning & Development, 900 6<sup>th</sup> St., Nevada, Iowa 50201 515-382-7245  
Return to Planning & Development

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NO. 22-02**

**SETTING DATE AND TIME FOR PUBLIC HEARING ON THE 20TH DAY OF JULY,  
2021, FOR CONSIDERATION OF RESOLUTION 22-03 VACATING A PORTION OF A  
UTILITY EASEMENT ON LOT 3 IN THE NADY SUBDIVISION**

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa*, on May 21, 2013, and amended on May 29, 2018; and

WHEREAS, the Section 87.10 (1) indicates the proprietors of lots within an official plat who wish to vacate any portion of the official plat shall file a petition for vacation with the Story County Board of Supervisors; and

WHEREAS, the Section further indicates the County shall follow the process outlined in Section 354.22 of the Code of Iowa, once a petition to vacate part of an official plat is received; and

WHEREAS, Keith and Brenda Hobson, 21101 620<sup>th</sup> Avenue, have submitted a petition to vacate a utility easement located on Lot 3 in Nady Subdivision (Parcel #06-36-205-060); and

WHEREAS, on September 23, 2014, the Nady Subdivision Plat was approved by the Board of Supervisors showing the utility easement; and

WHEREAS, Section 354.22 of the Code of Iowa allows proprietors of lots within an official plat to request to vacate any portion of the official plat by resolution following a public hearing and recording of the resolution;

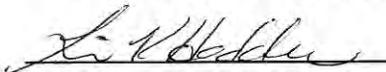
WHEREAS, public notices were mailed June 30, 2021 to property owners and utility companies within ¼ mile and the affected property owners and mortgagees located within 300 feet of the vacation area on June 29, 2021;

AND WHEREAS, the Planning and Zoning Commission recommended the Board of Supervisors approve the vacation at their July 7, 2021, meeting (vote 5-0);

NOW, THEREFORE, BE IT RESOLVED that a public hearing on Resolution 22-03 vacating the utility easement on the southern 15' of Lot 3 of Nady Subdivision, except the western and eastern 15' thereof, be held by the Board of Supervisors on the 20<sup>th</sup> day of July, 2021, in the Public Meeting Room of the Story County Administration Building, 900 6<sup>th</sup> Street, Nevada, Iowa, at 10:00 AM.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution upon its approval by the Board of Supervisors.

Dated this 13<sup>th</sup> day of July, 2021.



Chairperson, Board of Supervisors

Attest:

  
\_\_\_\_\_  
County Auditor

ROLL CALL      Latifah Faisal    Yea     Nay \_\_\_    Absent \_\_\_  
FOR ALLOWANCE    Lisa Heddens    Yea     Nay \_\_\_    Absent \_\_\_  
                                 Linda Murken    Yea     Nay \_\_\_    Absent \_\_\_

ALLOWED BY VOTE  
OF BOARD                                    Yea     Nay \_\_\_    Absent \_\_\_

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



OMB Approved No.:1505-0271  
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Story County 900 6th Street Nevada, Iowa, 50201	DUNS Number: 050813112 Taxpayer Identification Number: 426005024 Assistance Listing Number: 21.027
--	--

Sections 602(b)(2) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient **DocuSigned by:**  
  
E91F622CE06240E...

Authorized Representative: Lisa Heddens

Title: Chair, Board of Supervisors

Date signed: 7/8/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

- 10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Story County

7/8/2021

Recipient

Date

DocuSigned by:  
*Lisa K. Heddens*  
E91F622CE06240E...

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Return to & Prepared by Anna Henderson, Story County Animal Control, 975 West Lincoln Way, Nevada, IA 50201 515-382-3338

## ANIMAL RESCUE SERVICE CONTRACT

This contract and Agreement is entered into by and between Story County, Iowa and the City of Zearing, Iowa pursuant to the authority, and by the procedures of Chapter 28E, Code of Iowa.

1. Purpose:

Under this contract, Story County shall provide said City with services of domestic animal rescue as set forth more specifically in succeeding paragraphs herein with the exception of 2(e) and (f). Story County will not provide service with regard to wild animals except as noted below in the Scope of Services, and in the sole discretion of Story County.

2. Scope of services (pursuant to Story County Code of Ordinances):

- a. Transportation of animals impounded by the contracting city.
- b. Shelter and board for the impounded animals.
- c. Issuance of applicable impoundment charges on impounded animals pursuant to Story County Code of Ordinances.
- d. Cat, dog, and other small domesticated animal adoption service for appropriately impounded animals.
- e. Investigation and disposition of rabid, sick or injured animals.
- f. Supervision of quarantine procedures and rabies testing.
- g. Collection and impounding of City trapped cats.
- h. Arrange for emergency veterinary care or provision of first-aid treatment.
- i. Provision of humane euthanasia of unclaimed cats and dogs pursuant to Iowa Code 351.37.
- j. Rescue of animals in unusual or emergency circumstances (i.e. flood waters, fire, etc., with permission from appropriate City Official).
- k. One letter sent to resident of said City when requested by said City and only after prior attempts at resolution by City.

Any other animal control related problem may be dealt with at the Animal Control Officer's discretion.

**\*The City understands that all service is subject to the Animal Control Officer's availability and discretion with the expressed approval of a City Official, except in emergencies.\***

KWD Check and Initial here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: 641-352-0469.

3. Consideration: (Quarterly billing)

The City will pay Story County, Iowa, based on the following fee schedule:

(No trip charge will be assessed from 8:00 a.m. to 3:00 p.m., Monday – Friday)

- a. \$50.00 per officer involved, per trip between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.
- b. \$25.00 per trip for investigations (regardless of whether or not an animal is detained), confining an animal, and other services as needed.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding and transportation costs.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding and transportation costs.
- e. \$5.50 per day up to a maximum of seven (7) days per unclaimed exotic animal for boarding and transportation costs.
- f. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock for boarding and transportation costs. Depending on animal size, if a trailer is needed to transport an animal, add an additional \$35.00.
- g. \$15.00 for euthanasia of each unclaimed or unwanted cat no held for seven (7) days, due to sickness, injury or rabies testing.
- h. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for seven (7) days, due to sickness, injury or rabies testing.
- i. \$20.00 for euthanasia of each wild animal species such as opossum, raccoon, etc.
- j. \$5.00 per day for rental of cat box trap.
- k. \$8.00 per day for rental of dog box trap.
- l. \$10.00 per citation issued at the request of said City.
- m. \$10.00 handling/transportation charge for all domestic animals held less than seven (7) days.

Any other animal control related problem may be dealt with at the Animal Control Officer's discretion.

**\*The City understands that all service is subject to the Animal Control Officer's availability and discretion with the expressed approval of a City Official, except in emergencies.\***

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- k. \$8.00 per day for rental of dog box trap.
- l. \$10.00 per citation issued at the request of said City.
- m. \$10.00 handling/transportation charge for all domestic animals held less than seven (7) days.

n. At the discretion of said City and Animal Control, an animal may be held and boarded for less than a minimum seven (7) days if the animal is:  
Significantly sick or injured, ill-tempered or vicious, feral/wild (not adoptable, applicable to cats and dogs only), believed to have been exposed to a disease infectious to animals or humans.

4. Rescue and removal charges:

For any animal in unusual or emergency circumstances - \$50.00 per trip, per Animal Control Officer needed, and any other applicable fees (which may include, but are not limited to, Sheriff's Office invoices for service).

All diagnostic and/or quarantine costs shall be paid by the City.

5. Recording requirements:

In Accordance with Iowa Code Chapter 28E, a copy of this agreement shall be filed with the Secretary of State and recorded with the Story County Recorder.

6. Termination:

Either party may terminate this agreement without penalty at any time by giving written notice at least thirty (30) days before the effective date of such termination.

7. Effective date:

This agreement shall become effective upon formal passage and execution of the Board of Supervisors above named and upon filing of this agreement with the Secretary of State of Iowa.

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2021, and terminating on June 30, 2022. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

This agreement may not otherwise be amended or altered without a written, signed, and filed amendment to the agreement executed by the parties hereto.

In witness whereof the parties hereto have, by their authorized representatives, executed this agreement.

Story County, Iowa

By: [Signature] 7-13-21  
Chairperson Date

City of Zearing

By: [Signature] 6-14-21  
Mayor Date

ATTEST

[Signature] 7-13-21  
Auditor Date

[Signature] 6-14-21  
Clerk Date

Story County Animal Control

By: [Signature] 7/8/21  
Animal Control Director Date



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

Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director  
From: Pat Shehan, Special Projects Ranger  
Date: July 13, 2021  
Re: Consideration of Additional Alternative Analysis with Houston Engineering Inc. for \$3,950.

The attached professional services agreement with Houston Engineering Inc. (HEI) is for additional design and analysis services for the alternate design plan for the mitigation of the Hannums Mill. SCC is currently exploring the possibility of removing the north half of the Hannums Mill in an attempt to mitigate the dangers posed by the dam itself.

HEI will review the dam mitigation alternative proposed by staff and Department of Natural Resources. HEI will develop an estimate of construction quantities and a construction cost estimate for the proposed alternative. This contract is for \$3,950.

The Story County Conservation Board recommends your approval.

Approval

Date

7-13-21

Disapproval

Date

July 7, 2021

Pat Shehan  
Special Projects Ranger  
Story County Conservation  
56461 180<sup>th</sup> St  
Ames, IA 50010

**Subject: Hannum's Mill Dam Mitigation Additional Alternative Analysis**

Pat:

It is our understanding that additional engagement with the landowner on the south bank of the Hannum's Mill Dam Mitigation Project has yielded an alternative not presented in the report Hannum's Mill Dam Mitigation, Phase 1: Exploratory, Dated February 28<sup>th</sup>, 2020.

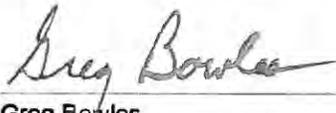
This additional alternative consists of complete removal of the dam from the midpoint of the stream to the north bank, leaving the south portion of the dam in-place. This alternative has been discussed with regulatory authorities and deemed an acceptable solution. To continue the project momentum, Story County Conservation requires a cost estimate for the proposed additional alternative, which will necessitate conceptual design.

The project tasks are described in the attached Scope of Services.

Thank you for the opportunity to provide engineering services to Story County Conservation. If you have any questions, please feel free to contact us.

Sincerely,

HOUSTON ENGINEERING, INC.



Greg Bowles  
Principal-in-charge  
Direct: 763-493-6670  
gbowles@houstoneng.com



Lisa Odens, PE  
Project Manager  
Direct: 763-493-6667  
lodens@houstoneng.com



CLIENT/OWNER SERVICES AGREEMENT

PROJECT NAME: Hannum's Mill Dam Mitigation Additional Alternative Analysis
HOUSTON JOB NO.: R010318-0001 (Additional Tasks) HOUSTON PROJ. MGR.: Lisa Odens
CLIENT/OWNER NAME: Story County Conservation
CLIENT/OWNER ADDRESS: 56461 180th St, Ames, IA 50010
CLIENT/OWNER PHONE NO.: CLIENT/OWNER CONTACT: Pat Shehan

This Client/Owner Services Agreement ("Agreement") is made and entered into effective as of this July, 2021, by and between HOUSTON ENGINEERING, INC. ("Houston") and Story County Conservation ("Client").

Recitals

- A. Client has requested Houston to perform certain professional services in connection with a project generally referred to as Hannum's Mill Dam Mitigation Additional Alternative Analysis ("Project").
B. Houston desires to provide the professional services requested by Client in accordance with this Agreement.

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

- 1. Services. Houston shall perform the services set forth in Attachment A ("Services") in accordance with the terms and conditions of this Agreement.
2. Term of Agreement. This Agreement shall commence on the date first stated above, and Houston is authorized to commence performance of the Services as of that date. This Agreement shall terminate on the 31 day of December, 2021, unless terminated earlier pursuant to the terms and conditions of this Agreement.
3. Attachments. The Attachments below, which have been marked for inclusion, are hereby specifically incorporated into and made a part of this Agreement:

- [X] ATTACHMENT A - SERVICES
[X] ATTACHMENT B - GENERAL TERMS AND CONDITIONS
[ ] ATTACHMENT C -
[ ] ATTACHMENT D -
[ ] FEE SCHEDULE - DATED 2021.
[ ] ALTA/NSPS LAND TITLE SURVEY RIDER

- 4. Compensation.
\$ 3,950 Lump Sum Fee - Based on the Services defined herein
\$ Estimated Fee - Client invoiced on an hourly basis commensurate with the attached Fee Schedule
\$ Percentage of Estimated Construction Cost
\$ Other

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written:

CLIENT/OWNER

HOUSTON ENGINEERING, INC.

BY: [Signature] AUTHORIZED REPRESENTATIVE

BY: [Signature] AUTHORIZED REPRESENTATIVE

TITLE: Chair, Story Board of Sponsors

TITLE: Project Manager

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON AT THE ADDRESS ABOVE



## ATTACHMENT A – SCOPE OF SERVICES

This scope was originally sent on 6-30-2021. At the request of SCC, revisions to the assumptions have been made. Revisions are underlined and italic>.

### Scope of Services to Be Completed By Houston Engineering, Inc. (HEI)

1. Analysis of Additional Alternative. HEI will review the dam mitigation alternative proposed by Story County Conservation (SCC) and review the feasibility. HEI will utilize previously developed geomorphic data to develop a concept design. A GIS figure will be developed to show the layout and extent of the concept project components. HEI will develop an estimate of construction quantities and a construction cost estimate for the proposed alternative. This analysis will be summarized in an email. HEI will incorporate one round of comments revisions into the final concept map and cost estimate.

### Assumptions

- Costs do NOT include: Environmental, Cultural, or Historic review of the proposed alternative.
- Costs do NOT include: Public Engagement, meetings, or presentations
- Costs do NOT include: CAD sheets, survey, field work, or modeling.
- Costs do NOT include a comparison of the proposed alternative to the project goals.
- Cost do not include coordination with entities outside of SCC.
- One round of comments will be provided by SCC and one round of revisions will be incorporated into the final deliverable.
- SCC Comments on draft deliverables will be received within three weeks.

Additional deliverables (photo rendering, additional maps, tables, or alternatives) may be provided on a time and materials basis if requested in writing by SCC.

### Deliverables

- Draft GIS figure showing the layout of the proposed alternative
- Draft Construction cost estimate for the proposed alternative
- Final GIS figure showing the layout of the proposed alternative
- Final Construction cost estimate for the proposed alternative

### Cost Estimate and Timeline

HEI will perform the professional services identified on a lump sum basis. Estimated costs for the described scope is \$3,950.

<b>Task</b>	<b>Cost</b>
Additional Analysis of Proposed Alternative	\$3,950

HEI will not exceed the scope and budget for the completion of this work without prior authorization from SCC. The estimated cost is based upon the project approach and the assumptions. Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Invoices will include the amount of work currently performed on the total project costs for that given period.

HEI will provide the above deliverables within two months of a signed contract.

## General Terms and Conditions

### 1. STANDARD OF CARE

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

### 2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or most past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving five (5) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

### 3. CHANGES OR DELAYS

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination, and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

### 4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

### 5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving fourteen (14) days written notice to the other party, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

### 6. LIMITATION OF LIABILITY

In no event shall Houston be liable for incidental, indirect or consequential damages of any kind. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

### 7. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and comprehensive general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 6 above.

### 8. HAZARDOUS SUBSTANCES

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for attorneys and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

### 9. INDEMNIFICATION

Client shall indemnify, and hold harmless Houston, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Houston's breach of this Agreement or Houston's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

### 10. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

**11. PROJECT SITE**

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the work, means or methods of contractors or their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents or subcontractors on a site shall not imply that Houston controls the operations of others nor shall it be construed to be an acceptance by Houston of any responsibility for job-site safety.

**12. CONFIDENTIALITY**

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

**13. RE-USE OF DOCUMENTS**

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project, however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston.

**14. REMEDIES**

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

**15. PROPRIETARY DATA**

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

**16. GOVERNING LAW**

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

**17. DATA PRACTICES ACT REQUESTS**

Houston considers certain information developed during the execution of services as "not public" and "protected" from public disclosure under the various local, state and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys' fees associated with any requests for release of information under any such laws.

**18. FORCE MAJURE**

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to causes beyond its reasonable control including, without limitation, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston. In the event of any such delay, Houston's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

**19. WAIVER OF JURY**

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

**20. NOTICES**

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; or if deposited in the United States Mail, certified or registered, postage prepared, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service. Notices, demand or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

**21. MISCELLANEOUS**

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston's prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

AGREEMENT BY AND AMONG

CITY OF SLATER, IOWA,

COUNTY OF STORY, IOWA,

AND

BALLARD COMMUNITY SCHOOL DISTRICT

WHEREAS, the City of Slater, Iowa (“City”) has adopted or intends to adopt the Trailside Development Urban Renewal Plan (the “Urban Renewal Plan”) for the Trailside Development Urban Renewal Area (the “Urban Renewal Area”) within the limits of the City, the County of Story, Iowa (“County”), and the Ballard Community School District (“School District”); and

WHEREAS, Iowa Code Section 403.22(5) provides that the division of revenue under Iowa Code Section 403.19 for the provision of public improvements related to housing and residential development may continue for 10 fiscal years (beginning with the second fiscal year after the year of first certification of debt), unless the municipality undertaking the urban renewal projects has a population of under 15,000 and obtains approval from the governing bodies of all Affected Taxing Entities (the City, County, and School District) to extend the division of revenue for up to five (5) years; and

WHEREAS, the City has a population of under 15,000; and

WHEREAS, pursuant to the Urban Renewal Plan, the City intends to consider entering into a development agreement with a private developer for the provision of public improvements related to housing and residential development that is planned to be constructed as part of a residential subdivision in the Urban Renewal Area (the “Project”); and

WHEREAS, sufficient incremental taxes may not be generated by development in the Urban Renewal Area to adequately fund the Project during the 10 years statutorily allowed for TIF repayment; and

WHEREAS, the City is requesting the Affected Taxing Entities allow an extension of the ability of the City to collect Tax Increment in order to adequately fund the Project in the Urban Renewal Area for up to a total of 15 years.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Pursuant to Iowa Code Section 403.22(5), all Affected Taxing Entities have, by action of their governing bodies, approved the extension of the division of revenue under Iowa Code Section 403.19 in the Trailside Development Urban Renewal Area for five years, up to a total of fifteen (15) fiscal years of division of revenue (beginning with the second fiscal year after



**BALLARD COMMUNITY SCHOOL  
DISTRICT**

\_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Board Secretary

STATE OF IOWA                    )  
  ) SS  
COUNTY OF STORY                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being duly sworn, did say that they are the President and Secretary, respectively, of the Board of the Ballard Community School District, and that said instrument was signed on behalf of said School District by authority and resolution of its Board, and said President and Secretary acknowledged said instrument to be the free act and deed of said School District by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Extension Agreement – Ballard Community School District]*

