

The Board of Supervisors met on 7/20/21 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 storycountyia.gov).
SPECIAL NOTE TO THE PUBLIC: this meeting is also being offered via Zoom.

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

BID OPENING AND CONSIDERATION FOR THE STORY COUNTY JUSTICE CENTER HEATING, VENTILATION AND AIR-CONDITIONING (HVAC) EQUIPMENT REPLACEMENT – PHASES 2 AND 3: Joby Brogden, Facilities Management Director, and Jeff Harris, RMH Architects, opened bids for the following: 1) Bergstrom Constructions, Inc., Des Moines, Iowa, bid bond included, base bid of \$1,505,000.00, Phase 2 \$761,000.00, Phase 3 \$744,000.00; 2) HPC, LLC Ames, Iowa, bid bond included, base bid of \$1,240,000.00, Phase 2 \$558,000.00, Phase 3 \$682,000.00; 3) Lang Construction Group, Inc., Grimes, Iowa, bid bond included, base bid of \$1,667,600.00, Phase 2 \$867,200.00, Phase 3 \$800,400.00. Brogden announced the estimated cost is \$1.3M; he will return to the Board next week with a recommendation.

THE ARC OF STORY COUNTY ANNUAL REPORT: Tricia Crain, Director, reported on programs, COVID-19 statistics, and the inclusive playground and Miracle Field.

VETERANS AFFAIRS (VA) QUARTERLY REPORT: Brett Mclain, Director, reported on funding, outreach programs, demographics of veterans interviewed, and distribution of expenditures. He reported on federal funding, and an upcoming agreement for services with Marshall County.

MINUTES: 7/13/21 Minutes – will be considered next week.

PERSONNEL ACTIONS: 1) new hire, effective 7/21/21, in a) Auditor's Office for Gregory Oberbeck @ \$21.12/hr; 2) transfer, effective 7/18/21, in a) Sheriff's Office for Diane Hobart @ \$2,254.40/bw. Murken moved, Faisal seconded the approval of Personnel Actions as listed and amended. Roll call vote. (MCU)

CLAIMS: 7/22/21 Claims of \$605,341.40 (run date 7/16/21, 33 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$747.07), Holding-Seized Funds (\$64,061.00), BooSt School Ready (\$10,229.76), BooSt Early Childhood (\$5,624.29), Emergency Management (\$16,548.10), E911 surcharge (\$15,420.41), County Assessor (\$6,165.45), Ames City Assessor (\$29,240.90), and Central Iowa Community Services (\$306,492.88). Faisal moved, Murken seconded the approval of Claims as present. Roll call vote. (MCU)

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

1. Amendment No. 1 for the FY22 Provider and Program Participation Agreement with Central Iowa Juvenile Detention Center, effective 7/1/21-6/30/22: Substance Abuse Civil Commitment Transportation \$51.51/hour; Substance Abuse Civil Commitment Transportation – Matron \$26.50/hour
2. Permission to use County credit card for annual Story e-pay domain registration between Story County and HostGator for \$17.99
3. Conservation Easement with the Office of the State Archeologist for a portion of lands to be transferred to the County from the U.S. Army Corps of Engineers
4. Contract for Highway Right-of-Way (ROW) with David D. Obrecht and Peggy J. Obrecht for the purchase of permanent easement for \$189.13 (L-LIN35--73-85)
5. Contract for Highway Right-of-Way (ROW) with Douglas Doolittle for the purchase of permanent easement for \$134.42 (L-LAF5--73-85)
6. Contract for Highway Right-of-Way (ROW) with Kathryn A. Robbins Living Trust for the purchase of permanent easement for \$353.26 (FM-C085(167)--55-85)
7. Contract for Highway Right-of-Way (ROW) with Roger D. Johnson & Nancy L. Johnson for the purchase of permanent easement for \$298.55 (L-LAF5--73-85)
8. Maintenance and Support Agreement between Idemia Identity & Security USA LLC and Story County for 2,381.00, effective 8/1/21-7/31/22
9. Renewal of Class C Liquor Permit for Ballard Golf and Country Club, 30608 N. US Highway 69, Huxley, Iowa, effective 7/12/21-7/11/22, including outdoor service and Sunday sales
10. Story County's Participation in the United Way of Story County's Day of Caring on 9/24/21
11. Agreement between Story County and Shelby Gibson for the Alternatives Care Coordinator for the Alternatives Arrest Diversion to Treatment Program, effective 8/2/21-8/1/22, for \$29.25 an hour
12. Purchase Order for 2022 International 4X4 from O'Halloran International with service body from Star Equipment for \$161,786.00
13. Memorandum of Understanding (MOU) between the National Centers for Animal Health and Story County for Law Enforcement services, effective 7/14/21
14. Resolution #22-07, Affirming Story County Board of Supervisors' support to Amend the 28E Agreement to change the name of the organization from the "Squaw Creek Watershed Management Authority" to the "Ioway Creek Watershed Management Authority"
15. Resolution #22-08, Affirming Story County Board of Supervisors' support to amend the 28E Agreement to accept the Hamilton County Board of Supervisors as a collaborator on the Ioway Creek Watershed Management Authority
16. License Fees between Story County and CDWG for software and maintenance, effective 11/9/21-11/8/22, for \$21,725.00
17. Michael Holub, Holub Garden and Greenhouse, Site Development Plan and Zoning Permit
18. Utility Permits: #22-5783, #22-5784, #22-5790
19. Quarterly Report: Veterans Affairs

Roll call vote. (MCU)

RESOLUTION #22-03, VACATION OF A UTILITY EASEMENT ON LOT 3 OF NADY SUBDIVISION: Andrea Wagner, County Planner, reported on the proposal; the Planning and Zoning Commission recommended approval. Wagner reviewed the Board's alternatives. Heddens opened the public hearing at 10:35 a.m., and, hearing none, she closed the public hearing at 10:35 a.m. Faisal moved, Murken seconded the approval of Resolution #22-03, Vacation of

a Utility Easement the southern 15 feet of Lot 3 of Nady Subdivision, except the western and eastern 15 feet, as presented. Roll call vote. (MCU)

RESOLUTION #22-06, FY21 FUND BALANCE RESOLUTION: Lisa Markley, Assistant Auditor, reported on the process to assign funds, and asked for questions. Murken moved, Faisal seconded the approval of Resolution #22-06, FY21 Fund Balance Resolution. Roll call vote. (MCU)

REQUEST TO CONSIDER AN AMES URBAN FRINGE PLAN (AUFPP) LAND USE FRAMEWORK MAP

AMENDMENT FOR THE PROPERTY AT 2105 DAYTON AVENUE AND ADJACENT PROPERTY: Marcus Amman, County Planner, reviewed the AUFPP process and stated staff recommends the Board act to allow the applicant to submit a full application for an AUFPP amendment to the City of Ames. Discussion took place. Murken moved, Faisal seconded the approval of submit a request to an Ames Urban Fringe Plan Land Use Framework Map Amendment for the Property at 2105 Dayton Avenue. Roll call vote. (MCU)

SUPPORTING RURAL BROADBAND GRANT APPLICATIONS: Amelia Schoeneman, Planning and Development Director, reported on available funding and results of a needs assessment. She recommends the County apply for grant funding and use American Rescue Plan funding as matching dollars. Discussion took place. Faisal moved, Murken seconded the approval of Supporting Rural Broadband Grant Applications, staff recommendations for matching funding, and letters of support. Roll call vote. (MCU)

ENGINEER'S QUARTERLY REPORT: Darren Moon reported on work program, construction projects, inspections and repairs, funding, drainage tile, dust control, and staffing.

FY21 QUARTERLY FINANCIAL REPORT: Lisa Markley, Assistant Auditor, reported on the County's financial situation, and the anomalies due to the COVID-19 pandemic.

UPCOMING AGENDA ITEMS: Faisal noted a potential item about housing assistance.

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

Murken moved, Faisal seconded to adjourn at 12:04 p.m. Roll call vote. (MCU)

Story County Board of Supervisors
Meeting Agenda
Administration Building
900 6th St., Nevada, IA
7/20/21

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
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. Bid Opening And Consideration For The Story County Justice Center HVAC Equipment
Replacement – Phases 2 And 3 - Joby Brogden And Jeff Harris-RMH Architects

Department Submitting Auditor

7. AGENCY REPORTS:

- I. Arc Of Story County Annual Report - Tricia Crain

Department Submitting Auditor

Documents:

THE ARC OF STORY COUNTY.PDF

- II. Veterans Affairs Quarterly Report - Brett Mclain

Department Submitting Auditor

Documents:

VA QTR.PDF

8. CONSIDERATION OF MINUTES:

I. 7/13/21 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

- 1) new hire, effective 7/21/21, in a) Auditor's Office for Gregory Oberbeck @ \$21.12/hr;
- 2) transfer, effective 7/18/21, in a) Sheriff's Office for Diane Hobart @ \$2,254.40/bw.

Department Submitting HR

10. CONSIDERATION OF CLAIMS:

I. 7/22/21 Claims

Department Submitting Auditor

Documents:

CLAIMS 072221.PDF

11. CONSENT AGENDA:

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

- I. Consideration Of Amendment No. 1 For The FY22 Provider And Program Participation Agreement With Central Iowa Juvenile Detention Center Effective 7/1/21-6/30/22
Substance Abuse Civil Commitment Transportation \$51.51/Hr; Substance Abuse Civil Commitment Transportation – Matron \$26.50/Hr

Department Submitting Community Services

Documents:

CIJDC AMENDMENT.PDF

- II. Consideration For Permission To Use County Credit Card For Annual Story EPay Domain Registration Between Story County And HostGator For \$17.99

Department Submitting Information Technology

Documents:

STORYEPAY INVOICE.PDF

- III. Consideration Of Conservation Easement With The Office Of The State Archeologist For A Portion Of Lands To Be Transferred To The County From The U.S. Army Corps Of Engineers

Department Submitting Conservation

Documents:

USACE EASEMENT.PDF

- IV. Consideration Of Contract For Highway Right Of Way With David D Obrecht & Peggy J Obrecht For The Purchase Of Permanent Easement For \$189.13(L-LIN35--73-85)

Department Submitting Engineer

Documents:

CTR ROW OBRECHT.PDF

- V. Consideration Of Contract For Highway Right Of Way With Douglas Doolittle For The Purchase Of Permanent Easement For \$134.42(L-LAF5--73-85)

Department Submitting Engineer

Documents:

ROW CTR DOOLITTLE.PDF

- VI. Consideration Of Contract For Highway Right Of Way With Kathryn A Robbins Living Trust For The Purchase Of Permanent Easement For \$353.26(FM-C085(167)--55-85)

Department Submitting Engineer

Documents:

CTR ROW ROBBINS LIVING TRUST.PDF

- VII. Consideration Of Contract For Highway Right Of Way With Roger D. Johnson & Nancy L. Johnson For The Purchase Of Permanent Easement For \$298.55(L-LAF5--73-85)

Department Submitting Engineer

Documents:

ROW CTR JOHNSON.PDF

- VIII. Consideration Of Maintenance And Support Agreement Between Idemia Identity & Security USA LLC And Story County For 2,381.00 Effective 08/01/21 - 07/31/22

Department Submitting Sheriff

Documents:

IDEMIA AGREEMENT.PDF

- IX. Consideration Of Renewal Of Class C Liquor Permit For Ballard Golf & Country Club,

30608 N Hwy 69, Huxley, Ia., Effective 7/12/21-7/11/22, Including Outdoor Service And Sunday Sales

Department Submitting Auditor

Documents:

BALLARD.PDF

- X. Consideration Of Story County's Participation In The United Way Of Story County's Day Of Caring On September 24, 2021

Department Submitting Human Resources

Documents:

UNITED WAY DAY OF CARING 2021.PDF

- XI. Consideration Of Agreement Between Story County And Shelby Gibson For The Alternatives Care Coordinator For The Alternatives Arrest Diversion To Treatment Program Effective 8/2/21-8/1/22 For \$29.25/Hr

Department Submitting Story County Attorney

Documents:

AGREEMENT.PDF

- XII. Consideration Of Purchase Order For 2022 International 4X4 From O'Halloran International With Service Body From Star Equipment For \$161,786.00 (FY 2022 Budget)

Department Submitting Engineer

Documents:

INTERNATIONAL.PDF

- XIII. Consideration Of Memorandum Of Understanding (MOU) Between The National Centers For Animal Health And Story County For Law Enforcement Services, Effective 7/14/2021

Department Submitting Sheriff

Documents:

MOU NCAH.PDF

- XIV. Consideration Of Resolution #22-07, Affirming Story County Board Of Supervisors Support To Amend The 28E Agreement To Change The Name Of The Organization From The "Squaw Creek Watershed Management Authority" To The "Ioway Creek Watershed Management Authority"

Department Submitting Board of Supervisors

Documents:

RES2207.PDF
28E AMENDMENT COLLABORATOR LETTER FOR NAME CHANGE.PDF

- XV. Consideration Of Resolution #22-08, Affirming Story County Board Of Supervisors Support To Amend The 28E Agreement To Accept The Hamilton County Board Of Supervisors As A Collaborator On The Ioway Creek Watershed Management Authority

Department Submitting Board of Supervisors

Documents:

RES2208.PDF
28E AMENDMENT COLLABORATOR LETTER ADDING HAMILTON COUNTY.PDF

- XVI. Consideration Of License Fees Between Story County And CDWG For Software And Maintenance, Effective 11/9/21 - 11/8/22 For \$21,725.00

Department Submitting Information Technology

Documents:

MIMECAST RENEWAL.PDF

- XVII. Consideration Of Michael Holub, Holub Garden And Greenhouse, Site Development Plan And Zoning Permit

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
SITE PLANS.PDF
ZONING PERMIT APPLICATION.PDF
EROSION CONTROL AND LANDSCAPING AGREEMENT.PDF
TRAFFIC IMPACT ANALYSIS.PDF

- XVIII. Consideration Of Utility Permit(S): #22-5783, #22-5784, #22-5790

Department Submitting Engineer

Documents:

UT 22 5783.PDF
UT 22 5784.PDF
UT 22 5790.PDF

- XIX. Consideration Of Quarterly Report: Veterans Affairs

Department Submitting Auditor

Documents:

VA.PDF

12. PUBLIC HEARING ITEMS:

- I. Discussion And Consideration Of Resolution #22-03, Vacation Of A Utility Easement On Lot 3 Of Nady Subdivision - Andrea Wagner

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
RESOLUTION 22 03.PDF
PROPRIETOR DECLARATION OF VACATION.PDF
NADY SUBDIVISION EASEMENT AGREEMENT.PDF

13. ADDITIONAL ITEMS:

- I. Consideration Of Resolution #22-06, FY'21 Fund Balance Resolution - Lisa Markley

Department Submitting Auditor

Documents:

RES NO 2206.PDF

- II. Discussion And Consideration Of A Request To Consider An Ames Urban Fringe Plan Land Use Framework Map Amendment For The Property At 2105 Dayton Ave And Adjacent Property - Marcus Amman

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
AMES STAFF MEMO.PDF
AMES COUNCIL MINUTES.PDF

- III. Discussion And Consideration Of Supporting Rural Broadband Grant Applications - Amelia Schoeneman

Department Submitting Board of Supervisors

Documents:

BROADBAND GRANT MATCH PROPOSAL.PDF
LOS HUXCOMM.PDF
LOS COLO TEL.PDF
LOS MINERVA VALLEY.PDF
LOS STRATFORD REGIONAL.PDF

14. DEPARTMENTAL REPORTS:

I. Engineer Quarterly Report - Darren Moon

Department Submitting Auditor

Documents:

ENGINEER.PDF

15. OTHER REPORTS:

I. FY21 Quarterly Financial Report - Lisa Markley

Department Submitting Auditor

Documents:

QUARTERLY STORY COUNTY FINANCIAL REPORT FY21.PDF

16. UPCOMING AGENDA ITEMS:

17. 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.

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

19. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

7/20/21

NAME

ADDRESS

Journa (Crown)

Nevada, IA

Darren Meun

ENG

Lowi Deane

Zearing IA

JEFF HARBERS

1615 Golden Aspen Ames

CITRUS MCINTOSH

" "

Joby Brasdy

SLFN

to Zethel

FACILITIES

Brian Brewer

805 WASHINGTON AVENUE SE

Sandra King

Seaford BOS

Andrea Wagner

P&D

Amelia Schaefer

P&D

Maxis Amman

P&D

Don Markley

Stuck

Story County, Iowa

Justice Center HVAC Equipment Replacement Phase 2 & 3

July 20, 2021

BIDDER	Bid Bond	Addendum # 1	Base Bid	Duration	-Breakout- Item #1	Phase Breakout Item #2
Bergstrom Construction Des Moines, IA	✓ 500k	Rec'd	1,500,000.00 1,505,000.00	48 WKS	761,000.00 761,000.00	724,000.00
HPC, L.L.C. Ames, IA	✓ 500k	Rec'd	1,240,000.00	48 WKS	558,000.00	682,000.00
Lang Construction Group Grimes, IA	✓ 500k	Rec'd	1,667,000.00	52 WKS	867,200.00	800,400.00

The Arc of Story County receives funding for four programs through the ASSET process. Two of these services are supported through CICS.

Our Special Recreation Program, Active Lifestyles, continues to thrive in large part from the funding we receive from CICS, the City and United Way. We are serving 110 athletes. Up until March of 2020 we were providing services five nights per week however that changed abruptly when COVID-19 hit. Special Olympics of Iowa suspended all programming and continues to hold "virtual" programming. The Arc offered a twice weekly Zoom chat to keep our participants involved with one another, and hopefully assist with the self-isolation that was and is taking place. Starting in May of 2021, we offered a weekly walking group at the Ted Tedesco Park and activities at the Miracle Park at Inis Grove. This month, we are hosting water walking at Furman Aquatic Center and continue with the walking group. We look forward to adding additional activities once Special Olympics continues with programming. People with disabilities in Story County have grown to know Active LifeStyles programs as a safe, social and healthy activity to which they can participate, grow and be contributing members in our community.

Care Coordination is an important aspect of the day to day services The Arc provides. Families new to the community or in search of which services are suitable for their child, see The Arc as a place to receive answers and learn what is available in the community. Care Coordination has been increasingly needed during this time with families seeking additional support and funding while their child is not in school.

Project SEARCH is beginning its sixth year at Iowa State on August 16th. Though this program is not funded through the ASSET process, it has become a valuable service to the disability community. This year, we had five students or interns graduate from the program. We were very fortunate to still be able to hold the program despite the pandemic. We have internship sites across campus including School of Ed., Recreational Services, Iowa State Daily, Transportation, Parks Library, Dining, Ivy College of Business and athletics to name a few. Project SEARCH is a nine-month long employment training program for individuals with intellectual and development disabilities. The participants receive classroom instruction coupled with three different internship rotations. Project SEARCH is a national program with an employment success rate of 93%. We have eight students scheduled to participate in the program for the 2021-2022 school year. The Arc is not a typical employment provider. We saw a need in the community and researched the best program. This program has allowed us to meet the emerging needs of our participants and meet a growing need in our county for quality employment services for people with intellectual and developmental disabilities.

The Arc has also been an integral member of getting the Inclusive Playground and Miracle Field to fruition in Story County. Regardless of whether one is in a wheelchair or has an intellectual disability, all people want and deserve the right to play, which is vital part of development and inclusion.

As always, it is a privilege for The Arc to provide services in Story County and use those services to assist others in living a life that the rest of us may take for granted.

Tricia Crain, Executive Director 7/8/2021



Story County Commission of Veterans Affairs
Brett D. McLain, Director
Story County Human Services Center
126 S. Kellogg Ave. Suite 001, Ames, Iowa 50010
Ph. 515-956-2626 Fax 515-956-2627
www.storycountylowa.gov
veteransaffairs@storycountylowa.gov

July 20, 2021

Veterans Affairs Quarterly Report

****** Period covered: April 1, 2021 – June 30, 2021**

“Greetings from the Commission of Veterans Affairs”

Commissioners: Monty Woodward, Nick Briseno, Luke Vance, Patrick Peakin and Amy Rosenberg.

During the fourth quarter we didn't have any Veterans or families of Veterans who were eligible for County VA Benefits. Zero disbursements.

The FY-21 budget will reflect an ending balance of **\$12,485.10** on June 30, 2021.

Outreach Programs

- April 28, 2021 Job Fair in Ames 9-3
- April 30, 2021 VA Mobile Medical unit SCHSC 8-4

During the fourth quarter, we interviewed **161 Veterans and/or Surviving Spouses** for eligibility for Federal, State, and County VA benefits.

The breakdown of the 161 interviews were:

136 men and 25 women.

20 served during WWII.

26 served during the Korean War.

47 served during the Vietnam War.

11 served during the Persian Gulf War.

17 served during the Cold War.

10 served in Iraq or Afghanistan (OIF, OEF, or OND)

4 National Guard

26 Surviving Spouses of Veterans.

FY-20 Geographic Distribution of VA Expenditures (GDX)

2020 Veteran population 4,351. 2019 Veteran population 4,085.

2020 VA benefits \$30.941 Million 2019 VA benefits \$27.848 Million.

Sincerely,

Brett McLain, Director Veterans Affairs

AMENDMENT NO. 1
To
Story County
Provider and Program Participation Agreement Amendment
Dated July 1, 2020

1. This amendment is entered into this 13th day of May, 2021 by and between Story County and Central Iowa Juvenile Detention Center (Provider), original parties to the agreement dated July 1, 2020.

2. In consideration of the mutual covenants herein made, the agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

Central Iowa Juvenile Detention Center ATTACHMENT A Amendment Effective 7/1/21
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2022

Service Description	Unit of Service	Rate
Substance Abuse Civil Commitment Transportation	Hour	\$51.51
Substance Abuse Civil Commitment Transportation - Matron	Hour	\$26.50

OTHER TERMS:

For Civil Commitment Transport – 100% secure vehicle, minimum of 98%, used to transport from Emergency Room.

Reimbursable expense is round trip from point of origination of the transport driver to client destination(s) and return to point of origination of transport driver.

Prior authorization is not required for Civil Commitment transportation.

At time of monthly billing CIJDC will provide required data elements including driver start location, client pick up location, client destination location, driver end location, client name, date of service, civil commitment substance abuse case number, and billed hours.

3. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment. If there is conflict between this amendment and the agreement, the terms of this amendment will prevail.

**Story County
Provider and Program Participation Agreement Amendment No. 1**

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

Story County:

Central Iowa Juvenile Detention Center:

By: 

By: 

Print Name: Lisa K Hebbens

Print Name: Tony Reed

Print Title: Story County Board of Supervisors

Print Title: EXECUTIVE DIRECTOR

Date: 7-20-21

Date: 06-10-21

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 David Obrecht
X Peggy Obrecht

- 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 2ND day of July, 2021, before me, the undersigned, personally appeared David Obrecht and Peggy Obrecht

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.

Mary M Phillips
Notary Public in and for the State of IA

BUYER'S APPROVAL

Darren Moon 7-12-21
Recommended by: Darren Moon P.E., Story County Engineer (Date)



John K. Holden 7-20-21
Approved by: Chairperson, Story County Board of Supervisors (Date)

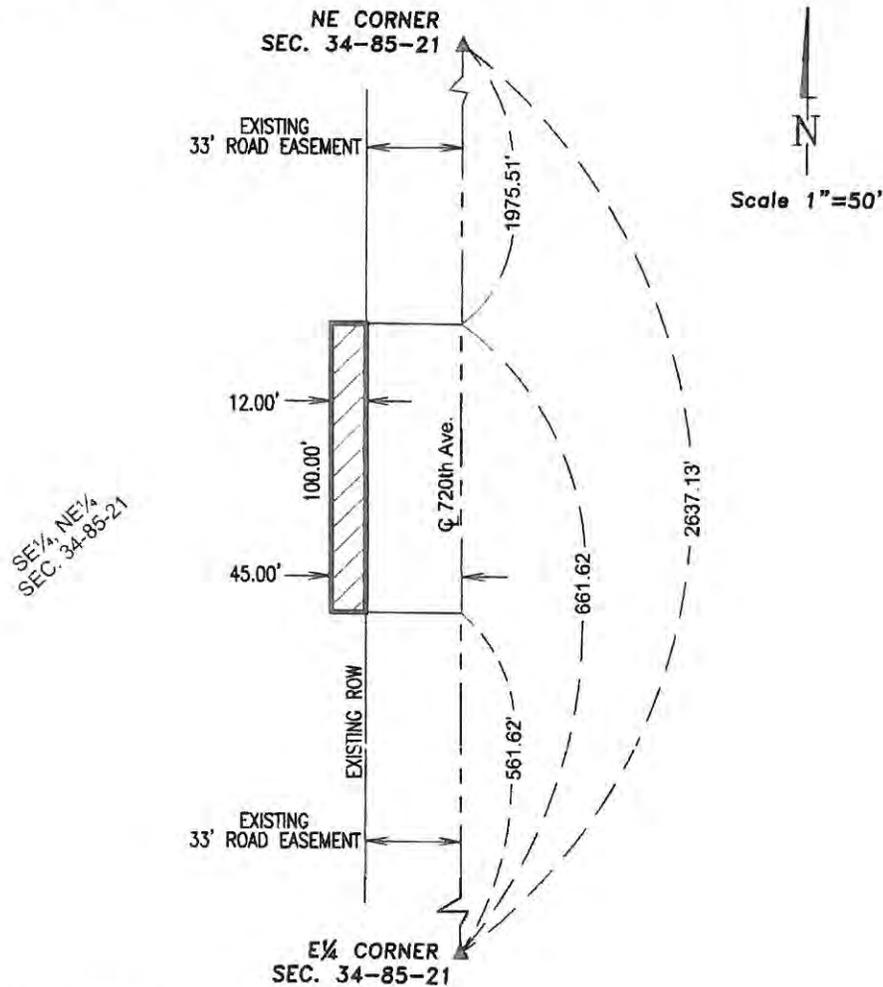
"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. L-(LIN35)--73-85 PARCEL NO. 04-34-200-400
 SECTION 34, TOWNSHIP 85N, RANGE 21W, OF THE 5TH P.M., STORY COUNTY, IOWA.
 ACQUIRED FROM DAVID D. & PEGGY J. OBRECHT

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

The West 12.00 feet of the East 45.00 feet of the North 100.00 feet of the South 661.62 feet of the SE $\frac{1}{4}$, NE $\frac{1}{4}$ in Section 34, 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 6/14/2021

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: 01-06-200-400
 PROJECT No: L-LAF5--73-85
 ROAD No: (510th Ave.)

THIS AGREEMENT made and entered into this 12th day of July, A.D. 2021 by and between
DOUGLAS DOOLITTLE

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 12.00 feet of the East 45.00 feet of the North 75.00 feet of the South 410.00 feet of the SE¼, NE¼ in Section 6, Township 85 North, Range 24 West of the 5th P.M., Story County, Iowa. Easement contains 0.08 acres of which 0.06 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	
\$	<u>134.42</u>	Agreed Performance
\$		on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>134.42</u>	TOTAL LUMP SUM
BREAKDOWN:	ac.=acres	sq.ft.=square feet
Land by Fee Title		ac./sq.ft. \$
Underlying Fee Title		ac./sq.ft. \$
Permanent Easement	<u>0.02</u>	ac./sq.ft. \$ <u>109.42</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

Doug Doolittle

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,

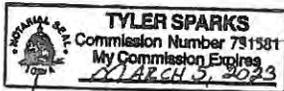
11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 12th day of July, 2021, before me, the undersigned, personally appeared DOUG DOOLITTLE

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.



Tyler Sparks
Notary Public in and for the State of IOWA

BUYER'S APPROVAL

Darren Moon

7-13-21

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

(Date)

Steve Hall

7-20-21

Approved by: Chairperson, Story County Board of Supervisors

(Date)

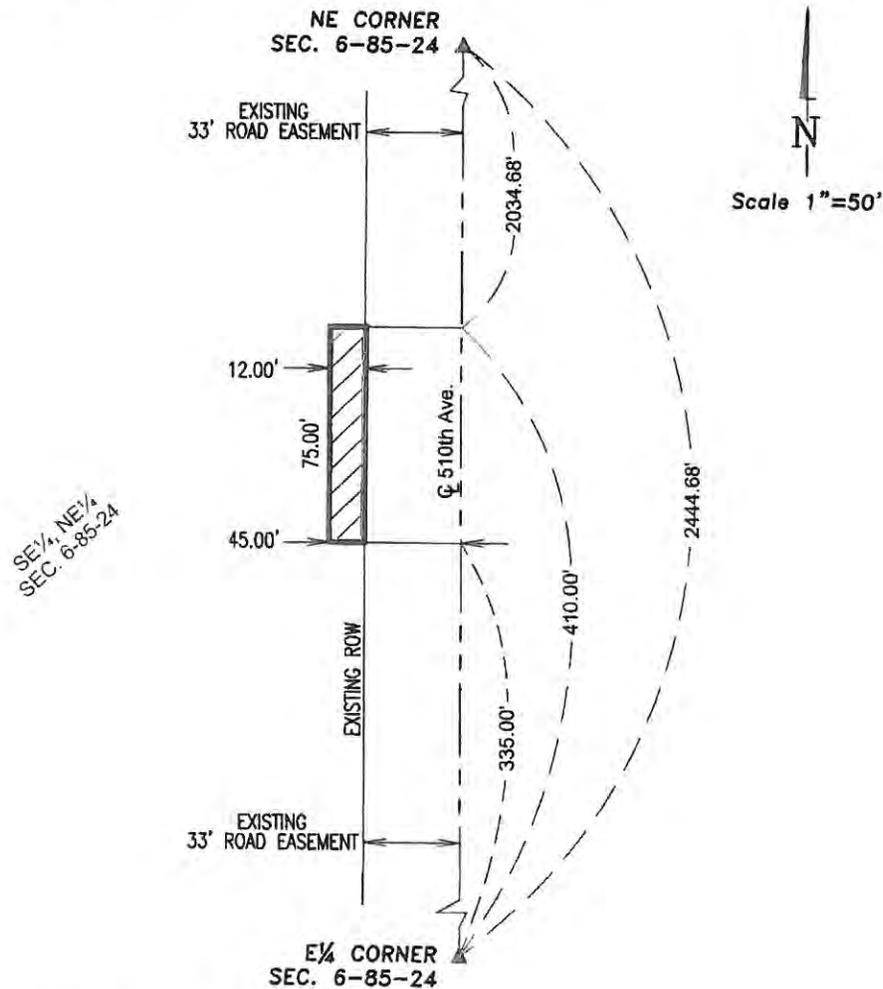
"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. L-LAF5--73-85 PARCEL NO. 01-06-200-400
SECTION 6, TOWNSHIP 85N, RANGE 24W, OF THE 5TH P.M., STORY COUNTY, IOWA.
ACQUIRED FROM DOUGLAS DOOLITTLE

EXISTING R.O.W. 0.06 ACRES NEW R.O.W. 0.02 ACRES TOTAL R.O.W. 0.08 ACRES

The West 12.00 feet of the East 45.00 feet of the North 75.00 feet of the South 410.00 feet of the SE $\frac{1}{4}$, NE $\frac{1}{4}$ in Section 6, Township 85 North, Range 24 West of the 5th P.M., Story County, Iowa. Easement contains 0.08 acres of which 0.06 acres is existing R.O.W.



DATE DRAWN 6/18/2021

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: 15-02-300-400
 PROJECT No: FM-C085(167)--55-85
 ROAD No: (290th St.)

THIS AGREEMENT made and entered into this 29th day of June, A.D. 2021 by and between

KATHRYN A. ROBBINS LIVING 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 North 27.00 feet of the South 60.00 feet of the East 100.00 feet of the West 1937.50 feet of the SW¼ in Section 2, Township 82 North, Range 22 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 , 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>353.26</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>353.26</u>	TOTAL LUMP SUM

BREAKDOWN:	ac.=acres	sq.ft.=square feet			
Land by Fee Title		ac./sq.ft.	\$	Buildings & Improvements	\$
Underlying Fee Title		ac./sq.ft.	\$	Fence _____ rods woven	\$
Permanent Easement	<u>0.06</u>	ac./sq.ft.	<u>\$ 328.26</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 Kathryn A Robbins

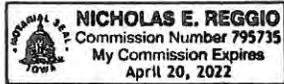
- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such 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 29 day of June, 2021, before me, the undersigned, personally appeared Kathryn A Robbins

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.



N. E. Reggio
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

[Signature] 7-12-21

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

[Signature] 7-20-21

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

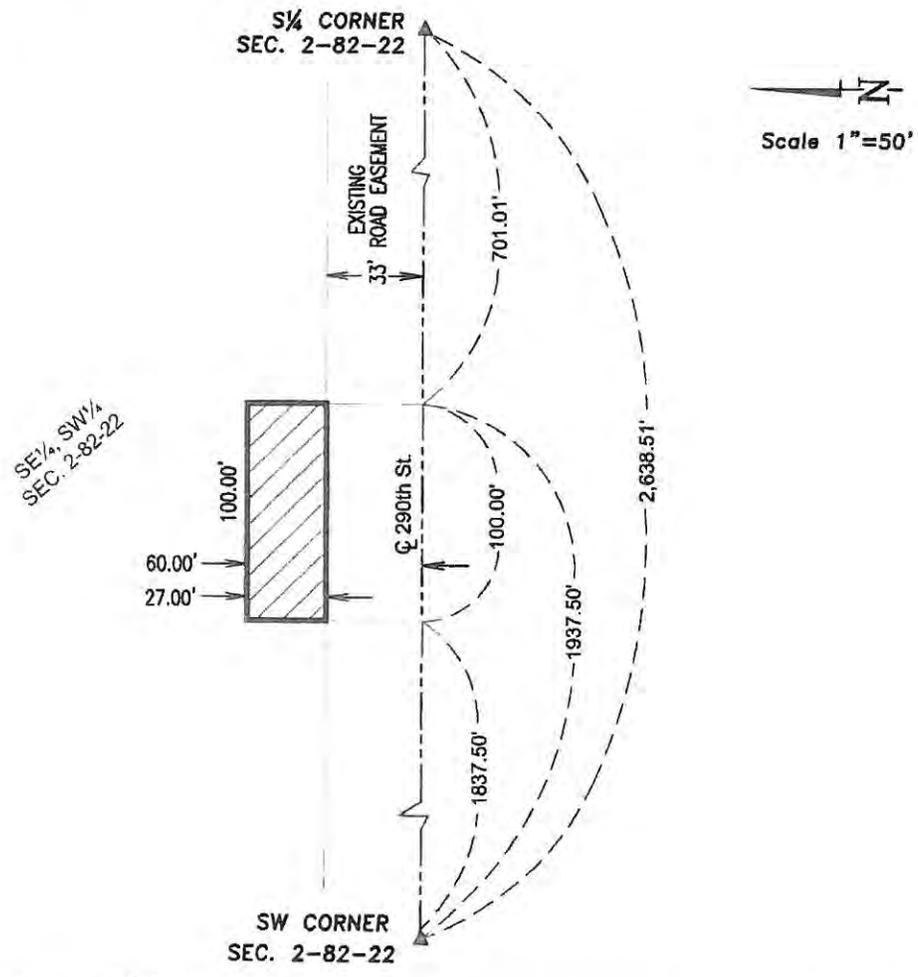
"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. FM-C085(167)--55-85 PARCEL NO. 15-02-300-400
SECTION 2, TOWNSHIP 82N, RANGE 22W, OF THE 5TH P.M., STORY COUNTY, IOWA.
ACQUIRED FROM KATHRYN A. ROBBINS LIVING TRUST

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

The North 27.00 feet of the South 60.00 feet of the East 100.00 feet of the West 1937.50 feet of the SW $\frac{1}{4}$ in Section 2, Township 82 North, Range 22 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 6/9/2021



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

Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director

Date: July 20, 2021

Re: Consideration of Conservation Easement with the Office of the State Archeologist for a Portion of Lands to be Transferred to the County from the U.S. Army Corps of Engineers

The attached easement permanently protects a portion of that real estate which is being transferred to Story County from the U.S. Army Corps of Engineers. The land included in this easement has archeological values necessitating this protection. Upon execution of this easement, the USACE will finalize its approval of the land transfer.

The Conservation Board urges your approval.


Approval

7-20-21
Date

Disapproval

Date

Preparer: David L. Dorff, Assistant Attorney General [PH: 515-281-5351; FAX 515-242-6072]
IOWA DEPARTMENT OF JUSTICE, Lucas Bldg., 321 E. 12th St., Ground Floor, Des Moines, IA 50319
Return original recorded document to: Office of State Archaeologist, 700 Clinton Street Bldg., Iowa City, Iowa 52242-1030

DEED OF CONSERVATION EASEMENT

This Deed of Conservation Easement (“Easement”) is made this ____ day of ____, 2021 between Story County, Iowa, (hereinafter together with its personal representatives, successors and assigns collectively referred to as “Grantor”), and the State Archaeologist (hereinafter together with the State Archaeologist’s statutorily authorized successors and assigns, collectively referred to as “Grantee”).

WHEREAS, Grantor is the owner of certain real property in Story County, Iowa, which includes NRHP eligible archaeological sites 1313SR118, 13SR119, 13SR131, 13SR245, 13SR371, and 13SR376-379, the specific portions to which this conservation easement applies more particularly described in Exhibits 1a and 1b attached hereto and incorporated herein by this reference (hereinafter referred to as the “Property”);

WHEREAS, the Property is near, adjacent to, and part of the decommissioned Ames Lake project:

WHEREAS, Grantor intends to convey to Grantee the right to preserve and protect the archaeological data contained within the Property in perpetuity or until such a time that it is professionally recovered through controlled scientific archaeological data recovery should preservation in whole or part prove impractical and no longer of benefit to the Grantor. This instrument allows for release of its terms if data recovery funded by the Grantor or other source is conducted following procedures and standards acceptable to the Grantee and reflecting then current professional guidelines for archaeological investigations in Iowa.

WHEREAS, Grantee’s office is a unit of the University of Iowa established pursuant to Iowa Code Chapter 263B (2011) whose responsibilities include the preservation of archaeological remains in and for the State of Iowa;

WHEREAS, Grantee agrees by accepting this grant to abide by the intentions of Grantor as stated hereinabove to preserve and protect the archaeological data contained within the Property in perpetuity for the benefit of this generation and generations to come;

THEREFORE, Grantor absolutely, in perpetuity, donates and grants this permanent conservation easement in the Property to Grantee and Grantee’s successors and assigns, provided that such

successors and assigns must be legally authorized to hold conservation easements in public trust. This Easement and the obligation of the Grantor shall run with the land in perpetuity and shall bind the Grantor, its successors and assigns, subject to the conditions set forth in Iowa Code chapter 457A (2013) and the conditions specified in this instrument. This grant of easement is subject to the following conditions:

Summary of Easement Provisions

1. Purpose. It is the purpose of this Easement to assure that sites 13SR118, 13SR119, 13SR131, 13SR245, 13SR371, and 13SR376-379 contained within the Property will be preserved forever in current existing condition and to prevent any use of the Property that would impair or interfere with this preservation goal. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the purpose of this Easement.

2. Rights of Grantee. To accomplish the purposes of this Easement, the following rights are conveyed to Grantee, its successors or its assigns:

- (a) to preserve and protect archaeological sites named in subparagraph 1 contained within the Property;
- (b) to enter upon the Property from time to time as may be reasonable to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable written notice to Grantor, and that Grantee shall not unreasonably interfere with Grantor's use of the Property;
- (c) to prevent any activity on or use of the Property that is inconsistent with the purposes of this Easement, and to require the restoration of such areas or features of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that may be damaged by any inconsistent activity or use, pursuant to the provisions of paragraph 7 hereof.

3. Initial Grantor Responsibilities. To further accomplish the purposes of this Easement, Grantor agrees to take the following actions:

- (a) seed the Property with perennial grasses or forbs and maintain the Property such that continuous vegetative cover is present year-round while controlling the development of larger weedy brush and trees whose roots ultimately might disrupt the preserved archaeological deposits, if Property is in a wooded condition, Property can be maintained in its current state;
- (b) provide via a one-time fee of Ten Thousand and no/100 Dollars (\$10,000.00) to Grantee at the time of signing of this Easement for purposes of enabling Grantee to monitor the Property in perpetuity.

4. Permitted Uses. Grantor reserves to itself and its successors in interest, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and that are not inconsistent with the

purposes of this Easement. Without limiting the generality of the foregoing, the following rights are hereby expressly reserved: vegetation in the form of perennial grasses or forbs may be planted, removed or managed, and chemicals applied within the Property for the purpose of preserving the archaeological site and maintaining its vegetation cover in an appropriate manner. Easement areas historically in row crop production will be allowed to remain in row crop production. In the event that Grantor desires to undertake activities not specifically permitted by the foregoing provision, and not specifically prohibited by the provisions of paragraph 5 below, Grantor shall notify Grantee in writing as soon as practical or not less than sixty (60) days prior to the date Grantor intends to undertake such activity. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purposes of this Easement. The procedures shall be pursuant to paragraph 6 below.

5. Prohibited Uses. Any activities on or use of the Property inconsistent with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) any ground disturbing activity which will result in displacement of the existing ground surface or in disturbance to underlying sediments or which contributes to erosion, unless provided in subparagraph 4;
- (b) construction or erection of any building or structure whether commercial, residential or industrial;
- (c) dumping of trash, rubbish, garbage, or any other unsightly or offensive materials;
- (d) placing signs, outdoor advertising structures, or advertisements of any kind on the Property excepting minimal "no trespassing" signs to control access;
- (e) any exploitation of subsurface materials;
- (f) use of pesticides or herbicides, except for surface vegetation management purposes as provided in subparagraph 4;
- (g) use of motorized vehicles of any type, except as may be necessary for maintenance of the vegetation cover of the Property and provided in subparagraph 4, and consistent with the purposes of this Easement and in such a manner that no rutting or ground disturbance results;
- (h) installation of utility structures or lines of any type;
- (i) exploitation or any destructive uses of the archaeological site;
- (j) unauthorized excavation, digging, unearthing, trenching, shoveling, boring, exhumation, extraction, or archeological investigation of the Property without Grantee's permission.

6. Notice of Intention to Undertake Certain Activities. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in paragraph 4, is to afford

Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purposes of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing as soon as practical or not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purposes of this Easement. Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefore. Grantee's approval may be withheld upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement. Should Grantee fail to respond to Grantor's notice within the said 30-day response period, Grantee shall be deemed to have approved the proposed activity.

7. Grantee's Remedies.

a. Enforcement. Grantor hereby grants to Grantee the right, in reasonable manner and reasonable times, to enforce by proceedings at law or in equity in the courts of the State of Iowa the covenants herein contained, including but not limited to, the right to require scientific data recovery and restoration of the Property to the condition that existed prior to violation of a condition of this Easement. In such case, the cost of such restoration and Grantee's reasonable costs of suit shall be borne by Grantor or those successors or assigns against whom a judgment is entered, or, in the event that the Grantee secures redress without a completed judicial proceeding, by Grantor or those otherwise determined to be responsible for the unauthorized activity. Grantee does not waive or forfeit the right to take action as may be necessary to insure compliance with the covenants and purposes of this grant by any prior failure to act. This paragraph 7 shall not be construed to preclude Grantor from exhausting its legal remedies in determining whether an activity is inconsistent with this Easement.

b. Waiver of certain defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

c. Best communication efforts. Grantee intends and pledges that in exercising the rights and duties established by this instrument, the Grantee shall communicate with Grantor in a cooperative, courteous spirit and manner. Grantee shall not commence any legal proceeding to enforce a condition of this Easement against Grantor except as a last resort after failure of informal negotiations to resolve a dispute.

8. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

9. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any mechanic's liens and judgments arising out of any work performed for, or materials furnished to Grantor with regard to the Property.

9.1 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee, the University of Iowa, the State of Iowa, and its officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, cost, losses, damages, expenses, causes of action, claims, demands, or

judgments, including, without limitation reasonable attorney fees, arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any Property, regardless of cause, unless due to negligence of Grantee, Grantee's agents, or invitees; (ii) the obligations specified in paragraph 9; and (iii) the existence or administration of this Easement.

10. Extinguishment. If circumstances arise in the future such as render the purposes of this Easement impossible to accomplish, this Easement may only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

11. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 457A.8 of the Code of Iowa (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this Easement is intended to advance, continue to be observed.

11.1 Executory Limitation. If Grantee shall cease to exist or to be authorized to acquire and hold conservation easements under Iowa law, the legislature fails to establish a successor entity, and a prior assignment is not made pursuant to paragraph 11, then Grantee's rights and obligations under this Easement shall become immediately vested in such organization as a court of competent jurisdiction shall direct pursuant to applicable Iowa law and with due regard to the requirements for an assignment pursuant to paragraph 11.

12. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

13. Estoppel Certificates. Upon request by Grantor, Grantee shall, within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either serve personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Story County Conservation
56461 180th Street
Ames, IA 50010

Telephone: (515) 232-2516
Attn: Conservation Director

To Grantee:

Office of the State Archaeologist
700 Clinton Street Building
University of Iowa
Iowa City, IA 52242
Telephone: (319) 384-0732
Attn: State Archaeologist

Or to such other address as either party from time to time shall designate by written notice to the other.

15. Recordation. Grantor shall record this instrument within 30 days of execution in the official records of Story County, Iowa, and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

16. General Provisions:

- (a) *Controlling Law.* The interpretation and performance of this Easement shall be governed by the laws of the State of Iowa.
- (b) *Liberal Construction.* Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Grantee to effectuate the purposes of this Easement and the policy and purposes of Chapter 457A or the Code of Iowa. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render that provision valid shall be favored over any interpretation that would render it invalid.
- (c) *Severability.* If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (d) *Entire Agreement.* This instrument sets forth the entire agreement of the parties with respect to this Easement and supercedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. [No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 17.]
- (e) *No Forfeiture.* Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

- (f) *Joint Obligation.* The obligations imposed by this Easement upon Grantor shall be joint and several.
- (g) *Successors.* The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.
- (h) *Termination of Rights and Obligations.* A party's rights and obligations under this Easement shall terminate upon transfer of that party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- (i) *Captions.* The captions in this instrument have been inserted solely for convenience of reference and are not of this instrument and shall have no effect upon construction or interpretations.
- (j) *Counterparts.* The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

17. Amendments. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free jointly to amend this Easement; provided that no amendment shall be allowed that would affect the qualification of this Easement or the status of Grantee under any applicable laws, including Chapter 457A of the Code of Iowa, as amended, and any amendment shall be consistent with the purposes of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Story County, Iowa.

IN WITNESS WHEREOF, Grantor has executed this Deed of Conservation Easement as follows:

GRANTOR

Story County

By: Lisa K Heddens
Chair, Board of Supervisors

ATTEST:

By:

[Signature]
 AUDITOR

GRANTOR ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF STORY, ss:

On this 20th day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lisa Heddens, to me personally known, and, who, being by me duly sworn, did say that they are the Chairperson, respectively, of Story County, Iowa; a municipal corporation; and that the instrument was signed on behalf of the County, by authority of its Board of Supervisors, on the 20th day of

July, 2021; and that Lisa Heddens acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the County, by it voluntarily executed.

Michelle L. Bellile
Notary Public



GRANTEE ACCEPTANCE

The State Archaeologist hereby agrees to accept a permanent conservation easement in accordance with the terms and conditions of this instrument. The State Archaeologist pledges to hold the conservation easement as a public trustee and to honor and defend the expressed intentions set forth in this instrument.

State Archaeologist

By: _____
John F. Doershuk, State Archaeologist

GRANTEE ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by John F. Doershuk, as State Archaeologist for the State of Iowa.

Notary Public

EXHIBIT 1a

EASEMENT DESCRIPTION

Those parts of the Southeast Quarter of Sections 30 and 3131, Township 85 North, Range 23 West of the 5th P.M., Story County, Iowa, as noted on Exhibit 1a:

Exhibit 1a: Conservation Easement Areas

- Parcels
- 50 Foot Site Buffer
- Sites
- Transferred Parcels

0 100 200 400 Feet

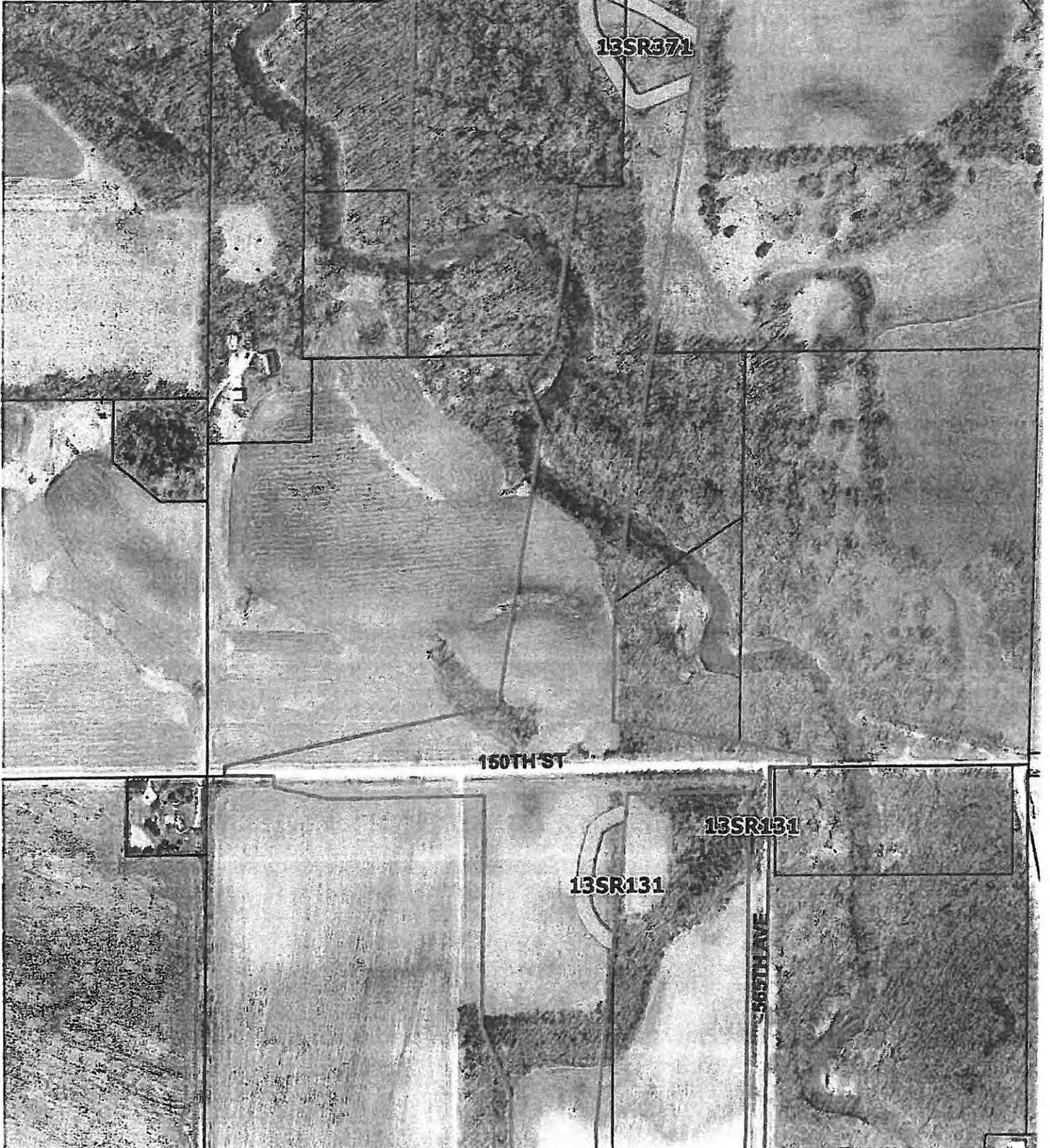


EXHIBIT 1b

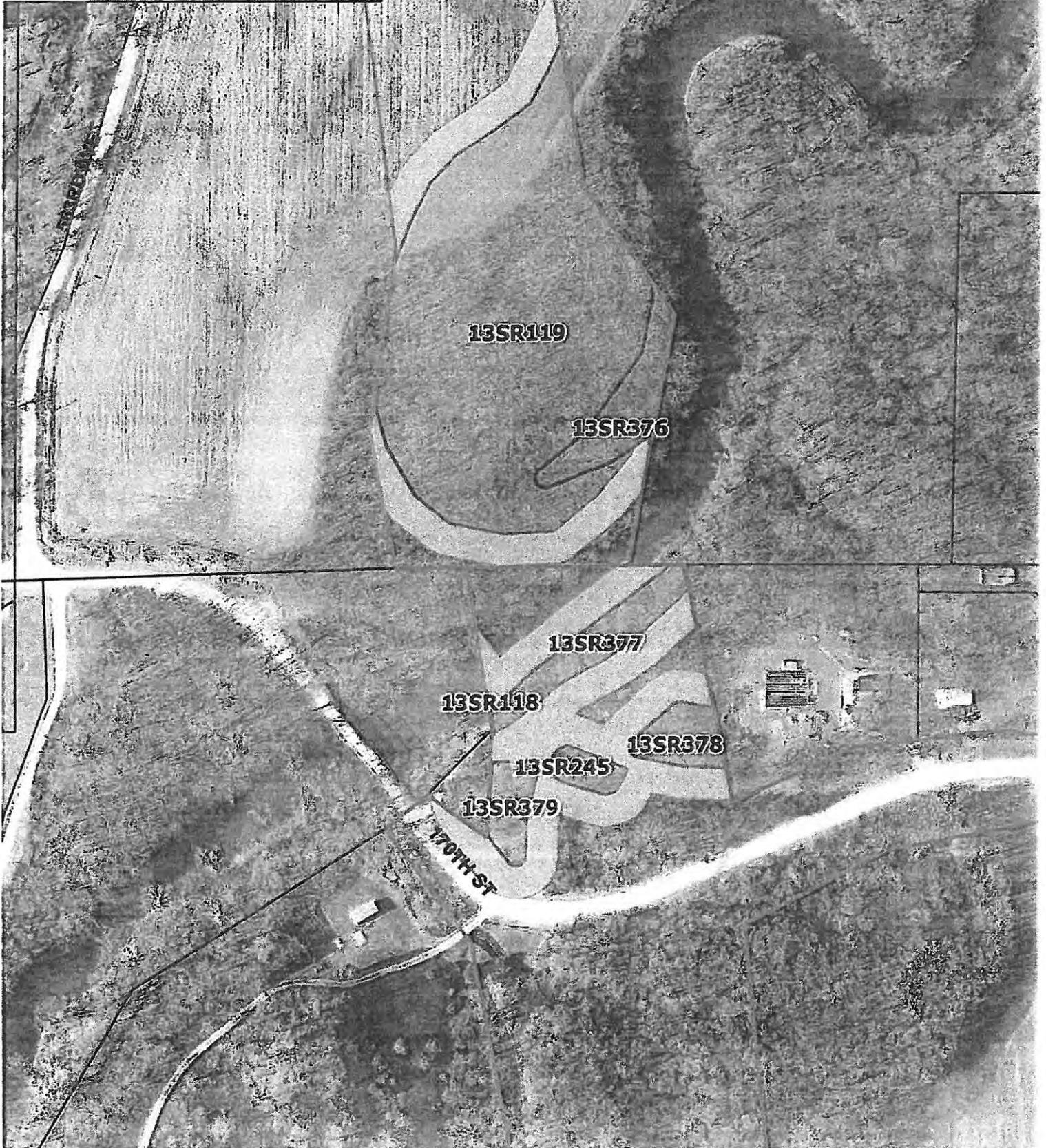
EASEMENT DESCRIPTION

Those parts of the Southeast Quarter of Section 6 and 7, Township 84 North, Range 23 West of the 5th P.M., Story County, Iowa, as noted on Exhibit 1b:

Exhibit 1b: Conservation Easement Areas

- Parcels
- 50 Foot Site Buffer
- Sites
- Transferred Parcels

0 50 100 200 Feet



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: 01-05-100-305
 PROJECT No: L-LAF5-73-85
 ROAD No: (510th Ave.)

THIS AGREEMENT made and entered into this 12th day of July, A.D. 20 21 by and between
ROGER D. JOHNSON & NANCY L. JOHNSON

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 175.00 feet of the South 410.00 feet of the SW¼, NW¼ in Section 5, Township 85 North, Range 24 West of the 5th P.M., Story County, Iowa. Easement contains 0.18 acres of which 0.13 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>298.55</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>298.55</u>	TOTAL LUMP SUM

BREAKDOWN:	ac.=acres	sq.ft.=square feet			
Land by Fee Title		ac./sq.ft.	\$	Buildings & Improvements	\$
Underlying Fee Title		ac./sq.ft.	\$	Fence _____ rods woven	\$
Permanent Easement	<u>0.05</u>	ac./sq.ft.	\$ <u>273.55</u>	Fence _____ rods barb	\$
Temporary Easement		ac./sq.ft.	\$		
Damages for:					\$
			Future Abstract Entry in the amount of \$25.00		

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 Roger Dean Johnson
x Nancy L. Johnson

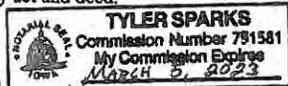
- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such 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 12th day of July, 2021, before me, the undersigned, personally appeared ROGER D. JOHNSON AND NANCY L. JOHNSON

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.



Tyler Sparks
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

[Signature] 7-13-21

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

[Signature] 7-20-21

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

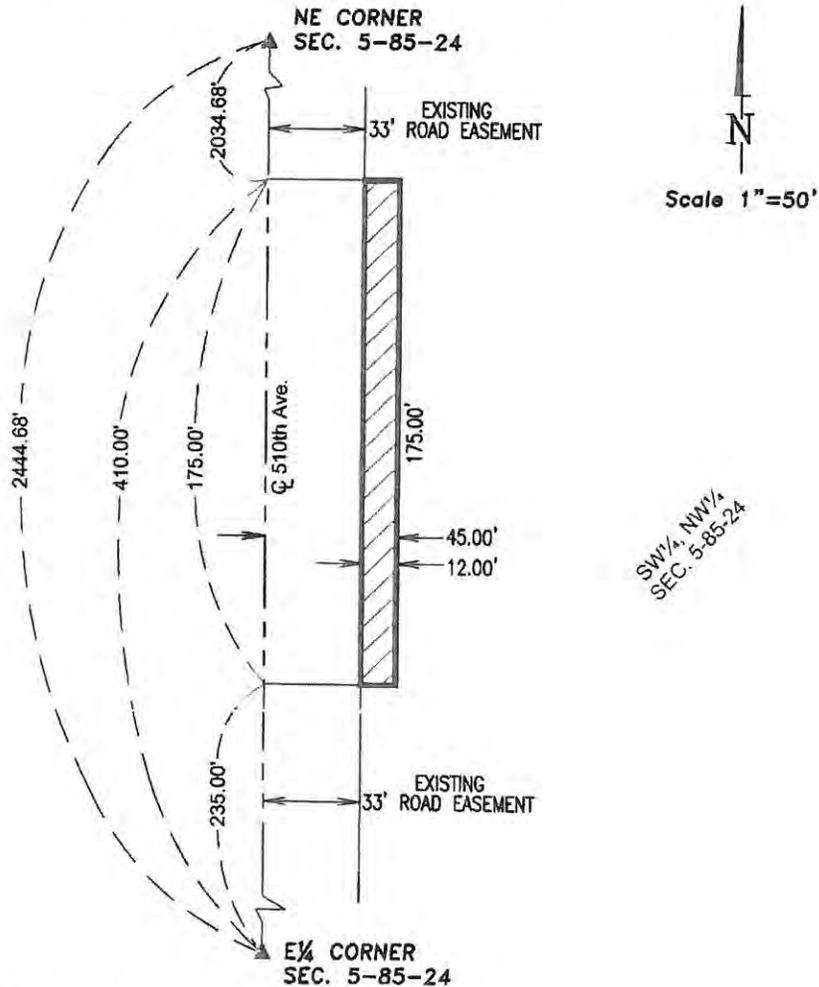
"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. L-LAF5--73-85 PARCEL NO. 01-05-100-305
SECTION 5, TOWNSHIP 85N, RANGE 24W, OF THE 5TH P.M., STORY COUNTY, IOWA.
ACQUIRED FROM ROGER D. & NANCY L JOHNSON

EXISTING R.O.W. 0.13 ACRES NEW R.O.W. 0.05 ACRES TOTAL R.O.W. 0.18 ACRES

The East 12.00 feet of the West 45.00 feet of the North 175.00 feet of the South 410.00 feet of the SW $\frac{1}{4}$, NW $\frac{1}{4}$ in Section 5, Township 85 North, Range 24 West of the 5th P.M., Story County, Iowa. Easement contains 0.18 acres of which 0.13 acres is existing R.O.W.





5515 E. La Palma Ave., Suite 100
Anaheim, CA 92807
Tel: (714) 238-2000
Fax: (714) 238-2049

May 21, 2021

John Asmussen
Jail Administrator
Story County Sheriff's Office
1315 5 B Avenue
Nevada, IA 50201
Jasmussen@storycounty.com
(515) 382-7463

RE: Extension to Maintenance and Support Agreement # 001746-002

Dear John Asmussen,

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Story County Sheriff's Office** Maintenance and Support Agreement for the period **August 1, 2021** through **July 31, 2022**.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via Email at helen.bakkers@us.idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at (714) 238-2042 or e-mail helen.bakkers@us.idemia.com. Thank you in advance.

Thank you,

Helen Bakkers

Helen Bakkers
Maintenance Agreement Specialist
Idemia Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC

STORY COUNTY SHERIFF'S OFFICE

Signed by: 

Signed by: 

Printed Name: Michael Hash

Printed Name: Lisa K Hecker

Title: Vice President

Title: Story County Board of Supervisors, Chair

Date: 5/21/2021

Date: 7-20-21

Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 001746-002

CUSTOMER: Story County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
LiveScan	LiveScan – LSS-R	IATPE010	1

Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 001746-002 **Date** May 21, 2021
New Term Effective **Start** August 1, 2021 **End** July 31, 2022

STANDARD SUPPORT	
<input checked="" type="checkbox"/> Advantage – Software Support <ul style="list-style-type: none"> ◆ Telephone Response: 2 Hour ◆ Standard Releases & Updates ◆ Supplemental Releases & Updates ◆ Remote Dial-In Analysis ◆ Software Customer Alert Bulletins ◆ 8 a.m. – 5 p.m. Monday to Friday PPM ◆ Unlimited Telephone Support ◆ Automatic Call Escalation 	
<input checked="" type="checkbox"/> On-Site Hardware Support <ul style="list-style-type: none"> ◆ 8 a.m. – 5 p.m. Monday to Friday PPM ◆ Defective Parts Replacement ◆ Hardware Service Reporting ◆ Next Day PPM On-site Response ◆ Escalation Support ◆ Product Repair ◆ Hardware Vendor Liaison ◆ Hardware Customer Alert Bulletins ◆ Equipment Inventory Detail Management 	
<input checked="" type="checkbox"/> Parts Support <ul style="list-style-type: none"> ◆ Parts Ordered & Shipped Next Business Day ◆ Parts Customer Alert Bulletins <p style="margin: 0;"><i>* If customer is providing their own on-site hardware support, the following applies:</i></p> <ul style="list-style-type: none"> ➢ Customer Orders & Replaces Parts ➢ Telephone Technical Support for Parts Replacement Available 	
ADDITIONAL OPTIONS	
<input type="checkbox"/> Users Conference Attendance (\$3,586 per Attendee) Year: 2019 Number Attendees Requested <ul style="list-style-type: none"> • Registration fee • Daily meals • Hotel accommodations 	<ul style="list-style-type: none"> • Roundtrip travel for event • Ground transportation to/from the conference airport to the conference hotel <p style="text-align: right; margin: 0;">\$ N/A</p>
GRAND TOTAL \$ 2,381.00	

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)
 Please note this is not an invoice. An invoice will be provided after receipt of the signed document.

Services <https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1626279366462>

Agencies <https://directory.iowa.gov/?ia_slv=1626279366462>

Social <https://directory.iowa.gov/social/Index?ia_slv=1626279366462>

<https://www.iowa.gov/search/google?ia_slv=1626279366462>

License Application (LC0018284)

Applicant

Name of Legal Entity : Ballard Golf & Country Club

Name of Business(DBA) : Ballard Golf & Country Club

Address of Premises : 30608 N Hwy 69

City : Huxley

County : Story

Zip : 50124-0000

Business : (515) 597-2266

Mailing Address: PO Box 190

City : Huxley

State : Iowa

Zip : 50124-0000

Contact Person

Name : Matt Gatchel

Phone : (515) 597-2266

Email : manager@ballardgolf.com

License Information

License Number : LC0018284

License/Permit Type : Class C Liquor License

Term : 12 Month

Effective Date : 2021-07-12

Expiration Date : 2022-07-11

Sub-Permits/Privileges :

APPROVED

DENIED

Board Member Initials: SGH

Meeting Date: 7-20-21

Follow-up action: _____

Status of Business

Business Type : Privately Held Corporation

Ownership

Mike Pendleton

City : Ankeny

State : Iowa

Zip : 50021

Position : Owner

% of ownership :

U.S. Citizen : Yes

Paula Eichinger

City : Slater

State : Iowa

Zip : 50244

Position : Owner

% of ownership :

U.S. Citizen : Yes

Al Warford

City : Ankeny

State : Iowa

Zip : 50021

Position : Owner

% of ownership :

U.S. Citizen : Yes

Matthew Todd

City : Ankeny

State : Iowa

Zip : 50021



**STORY COUNTY
BOARD OF SUPERVISORS**

**LISA HEDDENS
LINDA MURKEN
LATIFAH FAISAL**

Story County Administration
900 Sixth Street
Nevada Iowa 50201
515-382-7200
515-382-7206 (fax)

July 13, 2021

Story County Board of Supervisors
900 6th Street
Nevada, IA 50201

Re: 2021 United Way Day of Caring

Dear Board of Supervisors,

The United Way of Story County's Day of Caring will be held on Friday, September 24th. Story County has participated in the United Way of Story County's Day of Caring for many years, by allowing employees to volunteer during the work day. The Day of Caring will have both in-person and virtual options again this year for volunteering. Please consider supporting the United Way of Story County's Day of Caring by allowing employees to volunteer and consider the volunteer hours worked as part of their work hours. Individual employees would need to get approval from their department head/elected official based on individual office/department coverage in order to continue services to the public. Documentation as to the number of hours volunteered will need to be provided by the employee in order to get credit for hours worked. Employees would only be allowed to receive credit for normal schedule hours.

Thank you in advance for your consideration.

Sincerely,

Alissa Wignall
Director of Internal Operations and Human Resources

APPROVED **DENIED**

Board Member Initials: AKH

Meeting Date: 7-2021

Follow-up action: _____

Provider Agreement

THIS AGREEMENT is entered into by and between Story County, an Iowa Municipal Corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and Shelby Gibson herein after referred to as "Provider", who's mailing address is 217 Hogan Street, Nevada, Iowa; and telephone; 515-209-9039

1. PURPOSE AND INTENT. The purpose of this agreement is for the Provider to provide Care Coordination for the Alternatives Arrest Diversion to Treatment Program for the Story County Attorney's Office.

2. EXPENSES & COMPENSATION. Provider may charge a maximum hourly fee of \$29.25 not to exceed \$60,850.00 per annum for professional services necessary under the terms of this Agreement. It is expected that the Provider shall dedicate 40 hours per week over a 12-month period. Client understands some weeks may require more than 40 hours and some may require less, but it is expected that the Provider will provide services for a 12-month period. Provider may bill Client for travel expenses at the rate of not more than 0.50 cents per mile not to exceed \$1,530.00, which shall be limited to actual mileage incurred to perform necessary tasks required to reach the Client's objective under this Agreement. All invoices must be itemized and specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Provider agrees that the above per annum compensation and mileage expense shall be Provider's sole compensation for professional services and work performed because of this Agreement.

Provider understands that the County reserves the right to request additional specific information in assessing the accuracy of claim information.

3. INDEPENDENT CONTRACTOR. It is understood that Provider is an independent professional contractor and that Provider will not in any event be construed as or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

4. INSURANCE & TAXES. Provider is responsible for Workers Compensation, Disability, Unemployment if applicable, Automobile Insurance (see attached Story County Driver's License and Insurance Coverage Verification Policy), and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. Provider is also responsible for payment of State and Federal taxes, and any other applicable tax. Provider is not eligible for any benefits the County may provide for its employees.

5. CONFIDENTIALITY. Provider agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

6. TERM AND TERMINATION OF AGREEMENT. This Agreement is effective on the 2nd day of August, 2021 for a period of 1 year (s). The County may terminate this agreement immediately upon Provider's refusal to, or inability to perform under the agreement or Provider's breach of this agreement. Either party may terminate this agreement for any reason, without cause, by giving 90 days written notice to the other party. Provider shall be paid only for compliant services through the date of termination.

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

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

9. EXTENSION. If mutually agreeable to County and Provider, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.

10. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

11. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts.

This Agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)

By: [Signature] (Provider)

Printed: Shelby Gibson

Dated: 7/14/2021

BOARD OF SUPERVISORS:

By: [Signature]

Printed: Lisa K. Hettler

Dated: 7-20-21

Prepared For:
STORY COUNTY - 22,500# Service Truck
Charlie Carsrud
837 N Ave.
Nevada, IA 50201-1411
(641)382 - 7355

Presented By:
O'HALLORAN INTERNATIONAL
Bob Kayser
3311 ADVENTURELAND DRIVE
ALTOONA IA 50009 -
(515)967-3300

CHARLIE, THE FOLLOWING SPECIFICATIONS ARE FOR A SINGLE AXLE PLOW TRUCK AND THE PRICING IS BASED OFF OF THE CURRENT NATIONAL SOURCEWELL CONTRACT HELD BY INTERNATIONAL AND THE IOWA DOT HAS USED IT NOW FOR 4 YEARS ON THEIR SNOW REMOVAL EQUIPMENT. ORDER MUST BE PLACED BY 08/01/2021.

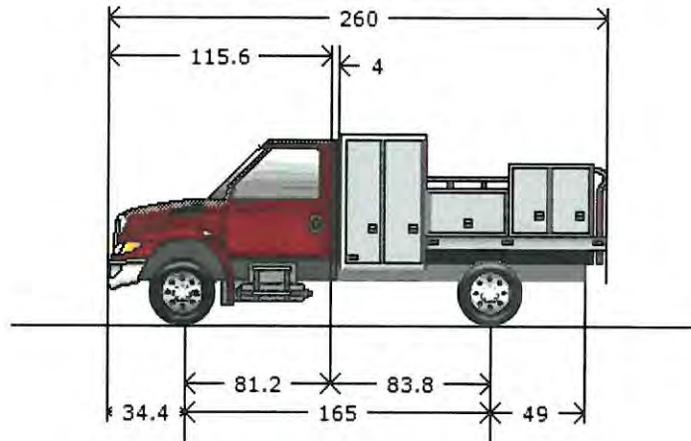
\$ 61,999.00 2022 International 22,500 GVWR CV 4x4 with 60-Month 100,000 Miles Engine and Powertrain Coverage
\$ 99,787.00 Service body from Star per Quote SQCE000130

=====

\$ 161,786.00 COMBINED PRICE FOR DELIVERY IN 10 TO 12 MONTHS FROM ORDER DATE

Includes: 60-Month 100,000 Miles Engine and Powertrain Coverage

STORY COUNTY SERVICE TRUCK



Model Profile
2022 CV515 SFA (CV515)

AXLE CONFIG:	4X4
MISSION:	Requested GVWR: 22500. Calc. GVWR: 22500 Calc. Geared Speed: 102.2 MPH
DIMENSION:	Wheelbase: 165.00, CA: 83.80, Axle to Frame: 49.00
ENGINE, DIESEL:	{International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2700 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 23,500-lb GVW and 26,000 GCW Max, On/Off Highway
AXLE, FRONT DRIVING:	{Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting
AXLE, REAR, SINGLE:	{Dana Spicer S16-130} Single Reduction, 15,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.30
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 225/70R19.5 Load Range G HYBRID HS3 (CONTINENTAL), 649 rev/mile, 87 MPH, All-Position
TIRE, REAR:	(4) 225/70R19.5 Load Range G HYBRID HS3 (CONTINENTAL), 649 rev/mile, 87 MPH, All-Position

SUSPENSION, REAR, SINGLE: 15,500-lb Capacity, Vari-Rate Springs
PAINT: Cab schematic 100CX
Location 1: 2303, Red (Std)
Chassis schematic N/A

Recommended for approval by:

 7-13-21
Darren R. Moon, P.E. Date

Approved by:

 7-20-21
Board of Supervisors Date



An Oshkosh Corporation Company
Address: 500 Hwy 18 West
 Garner, IA 50438
Phone: (641) 923-3711
Email: orders@imt.com

QUOTE

Bill To:
 STORY COUNTY SECONDARY ROADS
 837 "N" AVENUE
 NEVADA, IA 50201

Ship To:
 STORY COUNTY SECONDARY ROADS
 837 "N" AVENUE
 NEVADA, IA 50301-8438

Quote: SQCE000130
Quote Date: 6/28/2021
Available To: 7/28/2021

Document Prepared by: **Jerry Jaksich**
 Price Book February 2021

Quote Name: STORY COUNTY DOM1 2021/2022 FY REV 6-28-21

SPECIFICATIONS per Charlie Carsrud:

- 11-ft Body with Right & Left #1&2 Compartments 60-inch tall. Remaining compartments 44-inch tall.**
- VANAIR 300H Power System mounted in Load Bed - Control Panel in Right Vertical #1 Compartment.**
- 7500# 30-ft Hydraulic Crane with Wireless Remote Controller.**
- Spring Retractable Weld Lead Reels in Right Vertical #2 Compartment.**
- Spring Retractable Oxygen / Acetylene Reel in Right Vertical #1 Compartment.**
- IMT Factory installation on Story Count- Supplied INTERNATIONAL Chassis.**

Dominator I: 11' heavy duty galvanized steel crane body with standard right rear crane mount, 25" deep workbench bumper with through compartment, 5/16" plate work surface and recess for 2" hitch receiver tube rated at 2000 lb vertical tongue weight and 16,000lb gross trailer weight. 7 blade trailer light plug receptacle. 44" H x 22" D compartments, 24" above cargo bed, RF and LF # 1 and # 2 compartments raised to 60", 40" above cargo bed constructed of 10 and 12 ga. material. Body offers 148.2 cubic feet of storage. Inverted A frame torsion box understructure. 14 ga. galvanized, hemmed, seamless single panel steel doors, stainless steel hinges, pneumatic gas spring door retainers and cast steel black powder coated 3-point latches. Cargo bed is 50"W constructed of 1/8" deckplate and has six (6) recessed tie downs. Three point access package. Fully integrated and sealed electrical system incorporating an automotive style harness system with power and function distribution box. Includes LED DOT stop, tail, turn, marker and backup bodylights and backup alarm. Exterior primed, interior of compartments painted with IMT compartment coat and understructure undercoated. Molded rubber fender extensions and mudflaps. Crane body rating of 52,000 ft-lb designed for installation on 84" CA 14,000-26,000 lb GVW Low profile, low frame chassis.

Line	Qty	Description	Unit Price	Install Price
1	1.00	DOM1SIII		

Dominator Body: 51724044 - 11' Body RF & LF Raised - RF & LF 1st & 2nd Raised to 60"
 Dominator 1 Workbench: 25" Workbench Bumper with Through Compartment
 Body Paint Selections: Paint Code: IH RED #2303
 Paint Color: Red
 Unit Shipping State: Complete Install
 Chassis Make: Chevy
 Chassis Model: MD-CV65
 Chassis ETA: January 2022
 Distributor / Customer Supplied Chassis
 Equipment: 300H and Hydraulic Crane
 Main Electrical Harness: INSTALLED
 Backup Camera: Yes, Chassis Equipped With Back Up Camera
 Mud Flaps: IMT Mudflaps Included
 Telescopic Crane Model: 750030
 Crane Mounting Holes: 7500
 Crane Installation: Install Crane at IMT
 Unit Leveling: Unit Leveling Required

Body Options

1	30009851	SALES # UNIT LEVELING
1	93718487	INSTL KIT-DOM 1 11ft CHEVY4500 5500 CV
1	51718801	10" Black Tailgate
1	51724685	KIT-ROCK GUARD (2) 60 DOM 1-2 DSC20
1	51735013	MSTR LOCK-D1 11 RSD RSD
1	51724472	DS3 -HEADACHE RACK KIT-LRSD-RRSD
1	51727147	GATE-REMOVABLE MECH 50in / 52in BED-BLK

Rear End Options

1	51710172	KIT-VISE MTG BRKT BOLT-ON
---	----------	---------------------------

Lighting Options

1	51726716	LIGHT KIT-DS3 LED(4-18)(1-36)(4-48)R-CRN
1	51726761	LIGHT KIT-FLOOD LIGHT LED REAR MOUNT
1	51727132	LIGHT KIT-FLOOD LIGHT LED FRT MOUNT P-P
1	51726900	LIGHT KIT-SMART STROBE 4-RECT AMBER

Compartment Options

LV1 Compartment Options

1-70733779	DRAWERS 26W 2-5/1-7/5-3 41H PAINTED
------------	-------------------------------------

LV2 Compartment Options

1-70733780	DRAWERS 13W 2-5/1-7/5-3 41H PAINTED
------------	-------------------------------------

LR Compartment Options

2-51723718	DS3 -SHELF KIT 1.50 LR
------------	------------------------

RV1 Compartment Options

1-51719752	D(II)-KIT-TANK BRKT-2 BOTTLE FRT CMPT
------------	---------------------------------------

1-51723744	DS3 -DIVIDER KIT-BOLT ON 20H D2-3 RH
------------	--------------------------------------

RV2 Compartment Options

2-51723988	DS3 -DOM 1 SHELF KIT 1.50 V2
------------	------------------------------

RH Compartment Options

1-51723740	DS3 -SHELF KIT 1.50 HORIZ RH
------------	------------------------------

Air System

1	70734869	Air-n-Arc 300 HVANAIR-300H-MULTI FUNCTION
1	51728144	AIR TANK KIT-DOM1-DSC20 11FT SS
1	51725644	HOSE REEL KIT- .50 X 50ft W/ POLY GUIDE
1	51727824	FRL-DOM P32 (PARKER)

Control Panel Location: RV1 Compartment

Crane Related Items

1	31724013	DS3-OUTRG-KIT-DOM1 PWR OUT-PWR DN
1	51725575	DS3 -DOM1 STABILIZER KIT-FRT POUT RH-LH
1	51725574	DS3 -DOM1 STABILIZER KIT-FRT PULLOUTLH++
1	77734776	DS3-CRN COMPT PNL W-STAB D1-2
1	51727253	KIT-BOOM SUPPORT-D1-3 LOW PROFILE

Safety Items

1	92091010	ICC Kit
---	----------	---------

Axalta Bedliner

1	AXLBF11	Loadbed Floor
1	AXWBD1	Workbench Surface
1	AXRPD1	Rear Panel
1	AXLBWD111RLRSD	Loadbed Walls
1	AXLBTG	Tailgate Loadbed Side

Hydraulic System

1	91726702	DS3 -KIT HYDRAULIC RESERVOIR 34 GAL
1	93724253	INSTL KIT-HYD CRN & CAS35WG wo WD D1 4X2

1	ASPTOHOT	PTO-hot shift
1	D1 single section	DI single section pump
1	51728076	KIT-ELEC CHASSIS PREP GM & IH REG CAB
1	70397415	KIT-FC VALVE 2017 FORD F-550
1	73540425	VALVE-SELECTOR 2POS 37GPM MAX W/SUB PL

Additional Items

Qty	Part Number	Description	List Price
1	77040328	Strobe Light w/ Top Pedestal Bracket	
1	70733522	REELCRAFT Oxy-Acet Reel in RV1	
1	V-033137	Retractable Reel 50-ft Weld Leads in RV2	
1	70733765	Rollout tool Drawer in LH: 13w 5-3"	

Model 7500 Series Telescopic Mechanic Field Service Crane: 7,500 pound maximum lift capacity, 400 degree rotation, double-acting cylinders with integral holding and/or counterbalance valves, four-section remote control valve, proportional radio remote control with radio elimination cable, boom mounted 60 ft/min planetary winch, return filters, crane hook, snatch block, anti-two-block device, hydraulic overload shutdown system, decals and mounting kit.

Line	Qty	Description	Unit Price	Install Price
2	1.00	Hydraulic Telescopic Crane		

Crane Model: 750030 - CRANE MODEL 7500 30FT BOOM
 Crane Control: RR3 - Single proportional - toggle switch func
 Flood Lights: 51724116 - ELECT KIT-S3 BOOM DUAL LED FLOOD LIGHTS
 Paint Selections: Paint Code: N0006
 Paint Color: IMT White

Terms Comments:

Net price includes IMT factory installation & testing, Star Equipment preparation & inspections (DOT & OSHA Crane), and delivery to Story County Secondary Roads facility.

Story County shall supply suitable chassis - drop-shipped to IMT Garner, IA.

Estimated IMT completion later of: 60-days after chassis arrival to IMT or March 2022 (as of 6-28-21 - subject to change prior to receipt of order).

Pricing Comments:

Net price due on invoice.

Total Amount - Final Customer Price in USD:

\$99,787.00

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. Quote valid for 30 days. All quotations are contingent upon compliance with all of the export laws and regulations of the United States. If any such law or regulation cannot be complied with, or if this equipment is prohibited from being exported at any time by the United States Government, this quotation and/or subsequent order(s) received or accepted become null and void.

RESOLUTION #22-07

**RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA,
AFFIRMING STORY COUNTY BOARD OF SUPERVISORS SUPPORT TO AMEND
THE 28E AGREEMENT TO CHANGE THE NAME OF THE ORGANIZATION FROM
THE "SQUAW CREEK WATERSHED MANAGEMENT AUTHORITY" TO THE
"IOWAY CREEK WATERSHED MANAGEMENT AUTHORITY"**

WHEREAS, two (2) or more political subdivisions, defined under *Iowa Code Section 466B* as including cities, counties and/or soil and water conservation districts, are enabled under Chapter 28E of the *Code of Iowa* to enter into agreements to cooperate for the mutual advantage of the governments involved; and

WHEREAS, the Story County Board of Supervisors adopted Resolution No. 12-98 authorizing the Chair of the Board of Supervisors to sign and the County Auditor to attest to the 28E Agreement establishing the Squaw Creek Watershed Management Authority; and

WHEREAS, the 28E Agreement forming the Squaw Creek Watershed Management Authority was filed with the Iowa Secretary of State's Office on June 28, 2012; and

WHEREAS, the U.S. Board on Geographic Names, at its February 11, 2021 meeting, approved the proposal submitted by the Story County Board of Supervisors to change the name of Squaw Creek to Ioway Creek; and

WHEREAS, on July 15, 2021, the Squaw Creek Watershed Management Authority Board considered the approval of Amendment 1: Name Change (Squaw Creek to Ioway Creek) to the 28E Agreement; and

WHEREAS, Section 11 of the 28E agreement, outlines the following steps for an amendment process:

11.1 This agreement may be amended at any time by an affirmative vote of the governing bodies of all cooperators. Any cooperator desiring an amendment shall notify the other cooperators of its desire, and the reasons for the request.

11.2 Such a request shall be in writing to the other governing bodies of the cooperators, and shall be considered by their governing body without reasonable delay and within no more than 90 days of receipt.

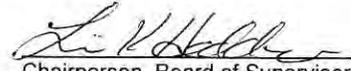
11.3 If the request is agreed to by the other cooperators, each cooperator shall prepare and submit to the others a certified resolution confirming the affirmative vote of the cooperator's governing body.

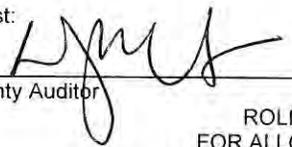
11.4 The amendment shall take effect 10 days following receipt of the last such resolution by the other cooperators. Amendments shall be filed and recorded as required by Section 16 hereof.

NOW THEREFORE BE IT RESOLVED the Board of Supervisors approves Amendment 1: Name Change (Squaw Creek to Ioway Creek) which acts to change the name of the Watershed Management Authority formed from the "Squaw Creek Watershed Management Authority" to the "Ioway Creek Watershed Management Authority."

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 20th day of July 2021.


Chairperson, Board of Supervisors

Attest:

County Auditor

ROLL CALL
FOR ALLOWANCE

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

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON Above tabulation made by 



**STORY COUNTY
BOARD OF SUPERVISORS
LISA K. HEDDENS
LINDA MURKEN
LATIFAH FAISAL**

Story County Administration
900 Sixth Street
Nevada Iowa 50201
515-382-7200
515-382-7206 (fax)

July 15th 2021

Dear Squaw Creek Watershed Management Authority Collaborators,

This letter on behalf of Story County will act as confirmation of a certified resolution, affirming our vote to amend the 28E agreement.

The purpose of this amendment is to change the name of this organization from the “Squaw Creek Watershed Management Authority” to the “Iowa Creek Watershed Management Authority. “

As stated in Section 11 of the 28E agreement, the amendment process will include the following steps:

11.1 This agreement may be amended at any time by an affirmative vote of the governing bodies of all cooperators. Any cooperator desiring an amendment shall notify the other cooperators of its desire, and the reasons for the request.

11.2 Such a request shall be in writing to the other governing bodies of the cooperators, and shall be considered by their governing body without reasonable delay and within no more than 90 days of receipt.

11.3 If the request is agreed to by the other cooperators, each cooperator shall prepare and submit to the others a certified resolution confirming the affirmative vote of the cooperator's governing body.

11.4 The amendment shall take effect 10 days following receipt of the last such resolution by the other cooperators. Amendments shall be filed and recorded as required by Section 16 hereof.

Sincerely,

Lisa Heddens, Chair
Story County Board of Supervisors

**RESOLUTION #22-08
RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA,
AFFIRMING STORY COUNTY BOARD OF SUPERVISORS SUPPORT TO AMEND
THE 28E AGREEMENT TO ACCEPT THE HAMILTON COUNTY BOARD OF
SUPERVISORS AS A COLLABORATOR ON THE IOWAY CREEK WATERSHED
MANAGEMENT AUTHORITY**

WHEREAS, two (2) or more political subdivisions, defined under *Iowa Code Section 466B* as including cities, counties and/or soil and water conservation districts, are enabled under Chapter 28E of the *Code of Iowa* to enter into agreements to cooperate for the mutual advantage of the governments involved; and

WHEREAS, the Story County Board of Supervisors adopted Resolution No. 12-98 authorizing the Chair of the Board of Supervisors to sign and the County Auditor to attest to the 28E Agreement establishing the Squaw Creek Watershed Management Authority; and

WHEREAS, the 28E Agreement forming the Squaw Creek Watershed Management Authority was filed with the Iowa Secretary of State's Office on June 28, 2012; and

WHEREAS, Resolution No. 22-07 considered by the Board of Supervisors supports changing the name of the "Squaw Creek Watershed Management Authority" to the "Ioway Creek Watershed Management Authority"; and

WHEREAS, on July 13, 2021, the Hamilton County Board of Supervisors voted affirmatively to join the Ioway Creek Watershed Management Authority; and

WHEREAS, Section 11 of the 28E agreement, outlines the following steps for an amendment process:

11.1 This agreement may be amended at any time by an affirmative vote of the governing bodies of all cooperators. Any cooperator desiring an amendment shall notify the other cooperators of its desire, and the reasons for the request.

11.2 Such a request shall be in writing to the other governing bodies of the cooperators, and shall be considered by their governing body without reasonable delay and within no more than 90 days of receipt.

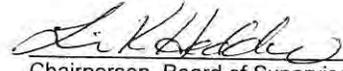
11.3 If the request is agreed to by the other cooperators, each cooperator shall prepare and submit to the others a certified resolution confirming the affirmative vote of the cooperator's governing body.

11.4 The amendment shall take effect 10 days following receipt of the last such resolution by the other cooperators. Amendments shall be filed and recorded as required by Section 16 hereof.

NOW THEREFORE BE IT RESOLVED the Board of Supervisors approves Resolution #22-08 to accept the Hamilton County Board of Supervisors as a collaborator on the Ioway Creek Watershed Management Authority.

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 20th day of July 2021.


Chairperson, Board of Supervisors

Attest:

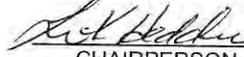

County Auditor

ROLL CALL
FOR ALLOWANCE

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

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON Above tabulation made by 



**STORY COUNTY
BOARD OF SUPERVISORS
LISA K. HEDDENS
LINDA MURKEN
LATIFAH FAISAL**

Story County Administration
900 Sixth Street
Nevada Iowa 50201
515-382-7200
515-382-7206 (fax)

July 15th 2021

Dear Ioway Creek Watershed Management Authority Collaborators,

This letter on behalf of Story County will act as confirmation of a certified resolution, affirming our vote to amend the 28E agreement.

The purpose of this amendment is to accept the Hamilton County Board of Supervisors as a collaborator on the Ioway Creek Watershed Management Authority.

As stated in Section 11 of the 28E agreement, the amendment process will include the following steps:

11.1 This agreement may be amended at any time by an affirmative vote of the governing bodies of all cooperators. Any cooperator desiring an amendment shall notify the other cooperators of its desire, and the reasons for the request.

11.2 Such a request shall be in writing to the other governing bodies of the cooperators, and shall be considered by their governing body without reasonable delay and within no more than 90 days of receipt.

11.3 If the request is agreed to by the other cooperators, each cooperator shall prepare and submit to the others a certified resolution confirming the affirmative vote of the cooperator's governing body.

11.4 The amendment shall take effect 10 days following receipt of the last such resolution by the other cooperators. Amendments shall be filed and recorded as required by Section 16 hereof.

Sincerely,

Lisa Heddens, Chair
Story County Board of Supervisors

DO NOT WRITE IN THE SPACE ABOVE. RESERVED FOR RECORDER

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

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 22-03**

VACATION OF A UTILITY EASEMENT ON LOT 3 OF 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 of the Code of Iowa, once a petition to vacate part of an official plat is received; and

WHEREAS, Keith and Brenda Hobson, 21101 620th 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, the county accepts and has accepted the utility easements in Nady Subdivision as public utility easements; and

WHEREAS, Section 354 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 within ¼ mile and the affected property owners and mortgagees located within 300 feet of the vacation area on June 29, 2021, and utility companies were notified;

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

WHEREAS, Attachment A is a map and legal description of the area of Lot 3 of Nady Subdivision to be vacated; and

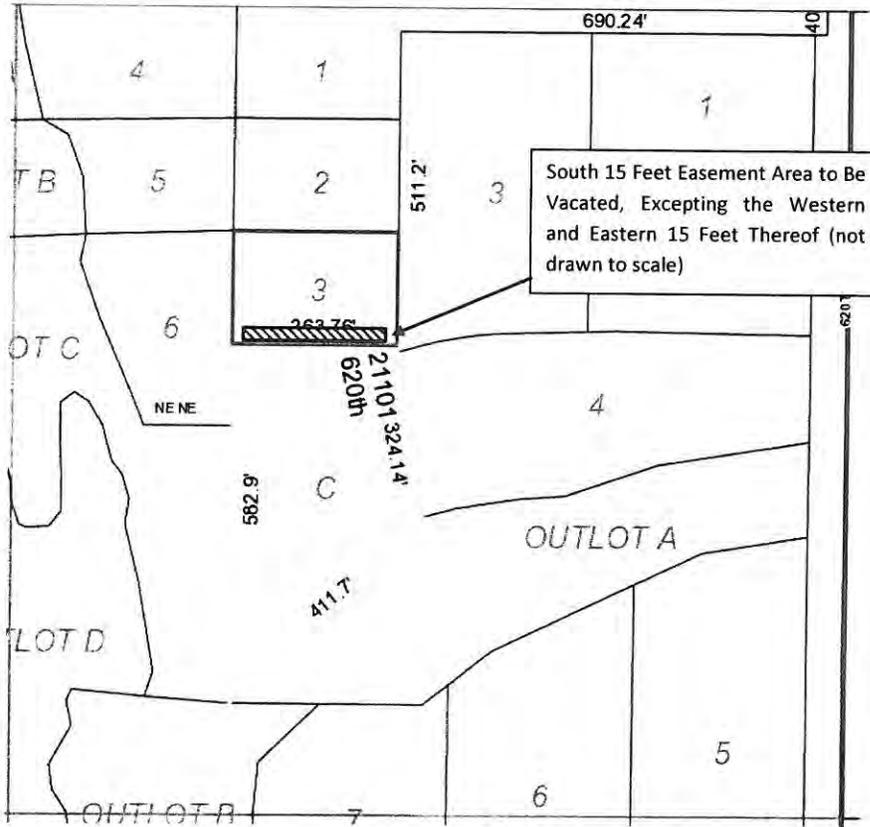
WHEREAS, the Story County Board of Supervisors set the hearing on July 13, 2021 to consider and act on the requested utility easement vacation at their July 20, 2021 meeting;

NOW, THEREFORE, BE IT RESOLVED that the requested vacation of the south 15 feet wide utility easement identified here-in, excepting the western and eastern 15 feet thereof, with resolution #22-03 be approved.

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.

Attachment A

Area to be vacated on Lot 3 of Nady Subdivision



South 15 Feet Easement Area to Be Vacated, Excepting the Western and Eastern 15 Feet Thereof (not drawn to scale)

Legal Description of Vacation Area:

The utility easement to be vacated is described as the south fifteen (15) feet of Lot 3, Nady Subdivision, Story County, Iowa, except the western and eastern fifteen (15) feet thereof.

The legal description of Lot 3 will not change with the vacation of the easement.



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

Ph. 515-382-7245 Fax 515-382-7294
www.storycountyiaowa.gov

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Andrea Wagner, Planner
RE: Requested Vacation of a Utility Easement Located on the Southern 15' of Lot 3 of Nady Subdivision, Milford Township
DATE: July 20, 2021

Vacation Request

Keith and Brenda Hobson, 21101 620th Avenue, have requested the vacation of a utility easement located on the south 15 feet of Lot 3 in Nady Subdivision (Parcel #06-36-205-060). They are combining Lot 3 with their neighboring property to the south (Parcel C, 21101 620th Avenue, 06-36-200-250). With the adjoining of the two parcels, the utility easement will run through the middle of the property (see Attachment A) and prevent a new garage from being built in the vicinity.

The official subdivision plat for Nady Subdivision, approved by Resolution 15-25 in September 2014, shows 15 feet wide utility easements all the way around each lot (north, south, east, and west sides of the lots—see Attachment B). The Hobsons purchased Lot 3 last year and are combining that with their adjacent property to the south, Parcel C, known as 21101 620th Avenue. The adjoining of the lots has been approved by the County Assessor's office and County Auditor's office, though it will not be recorded until the 2022 assessment.

Per the property owners of Lot 3 (Mr. and Mrs. Hobson) and property records from Beacon, the properties around Lot 3 of Nady Subdivision not in ownership by Mr. and Mrs. Hobson have all been developed with houses and utilities. On June 21, 2021, Planning and Development Staff emailed the utility providers in the area—Alliant Energy and the Iowa Regional Utilities Association—to confirm that the utility easement in the south 15 feet of Lot 3 is not currently in use and that the providers do not have plans to use the easement in the future. Staff received confirmation from both utility providers that they are not using the easement now or in the foreseeable future and that they do not oppose the vacation. They further indicated that if additional utility lines were needed in the future, they would use the easement on the west side of the property. Staff has specifically excepted this portion of the easement from the vacation so that no part of the western utility easement will be vacated. Staff has also excepted the overlapping portion of the utility easement on the eastern property line.

County Vacation Regulations

There are two processes identified in the Story County Land Development Regulations Chapter 87.10 to request vacation of official plats. One process is initiated by the proprietors (lot owners) and the other process is initiated by the County for parts of an official plat that have been conveyed to the County for public use. After consulting with Ethan Anderson, Assistant Story County Attorney, regarding whether the utility easements in Nady Subdivision are publicly dedicated and accepted, Mr. Anderson advised





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

that they be re-accepted for public use in the resolution to the Board of Supervisors regarding Mr. and Mrs. Hobson's request. This is due to the original resolution for Nady Subdivision being unclear on the *acceptance* of the utility easements, though they were dedicated to the public in the original easement agreement provided by Mr. Orson Nady Jr. when platting the subdivision.

Due to the above, Planning and Development staff followed the vacation process that is initiated by the proprietors of the lot in addition to the process for the county vacating a publicly dedicated easement. This process involves Planning and Development staff sending notices to property owners within a ¼ mile of the requested vacation area and to utility companies providing services in the area, review and recommendation of the requested vacation by the Planning and Zoning Commission at a public hearing and action on a resolution at a public hearing before the Board of Supervisors. Notices were also sent via certified mail to four property owners located within 300 feet of the utility easement area. Additionally, notice of the public hearings for the vacation request have been published twice in the county newspapers—one was published on July 1st and another was published on July 15th in anticipation of the Board of Supervisors taking action on this request during their July 20th meeting.

Due to the proposed vacation not impacting the legal description of Lot 3 of Nady Subdivision, the Auditor's office has found that a certificate generally required under *Code of Iowa* 354.22 is not needed.

Additionally, due to a Development Agreement between the City of Nevada and Nady Subdivision, the vacation application materials were routed to the City for review. As of the writing of this report, the City has not provided any comments on the vacation request.

On-site review

Site photos were taken of the property on July 2, 2021. At this time, Lot 3 of Nady Subdivision is undeveloped and is currently a wooded area. Mr. and Mrs. Hobson plan to construct a detached garage on the lot if the vacation of the utility easement is successful, as this lot is being joined with their adjacent property directly to the south (Parcel C). Parcel C contains Mr. and Mrs. Hobson's dwelling.

Points to consider in reviewing the vacation request

1. The 15 feet wide utility easement area is vacant and has not been used for its intended purpose thus far. Planning and Development Staff have received confirmation from utility companies (Iowa Regional Utilities Association and Alliant Energy) that they are not using this easement and do not have plans to do so in the future. Both utility providers indicated via email that they would not be opposed to the vacation.
2. The utility providers further indicated that if additional utility lines were needed in the future, they would use the easement on the west side of the property. Staff has specifically excepted this overlapping portion of the easement from the vacation so that no part of the western utility easement will be vacated. Staff has also excepted the overlapping portion of the utility easement on the eastern property line.





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

3. Keith and Brenda Hobson have received approval from the County Assessor and the County Auditor to join Lot 3 with their neighboring parcel to the south (Parcel C). With this joining of the two parcels, the southern utility easement would run nearly through the middle of the newly configured parcel. At present, the utility easement is preventing Keith and Brenda Hobson from receiving a permit to construct a detached garage in their desired location.

Recommendation from the Planning and Zoning Commission

During the July 7th Planning and Zoning Commission meeting, the Commission voted to recommend approval (5-0) of vacating the utility easement on the southern 15' of Lot 3 of Nady Subdivision, except the western and eastern 15' thereof.

Brenda Hobson (applicant) stated they have talked to neighbors and feel there are no issues.

Commissioner Schneider asked if the problem is that the garage is going to be built on the easement. Wagner (staff) stated that there are currently no utilities in the easement area and the utility companies do not have plans to install utilities, but that yes, the easement prevents development in that area.

Public Comments

At the time of writing this report, no comments have been received from the public. One gentleman did come in to the Planning and Development office prior to the Planning and Zoning Commission on July 7th requesting more detailed information on the location of the area to be vacated. They did not provide a comment or concern after being shown the Hobson's parcels on Beacon.

Staff Recommendation

Based on the information in this memo, Planning and Development staff recommend the approval of the requested utility easement vacation, as presented (Alternative #2).

Alternatives

- 1) The Story County Board of Supervisors approves Resolution #22-03, vacating the utility easement on the southern 15' of Lot 3 of Nady Subdivision, except the western and eastern 15' thereof, as submitted.
- 2) **The Story County Board of Supervisors approves Resolution #22-03, vacating the utility easement on the southern 15' of Lot 3 of Nady Subdivision, except the western and eastern 15' thereof, as presented.**
- 3) The Story County Board of Supervisors denies Resolution #22-03, vacating the utility easement on the southern 15' of Lot 3 of Nady Subdivision, except the western and eastern 15' thereof, as submitted.
- 4) The Story County Board of Supervisors tables the decision on Resolution #22-03, vacating the utility easement on the southern 15' of Lot 3 of Nady Subdivision, except the western and eastern 15'





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

thereof, and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the request back on the Board of Supervisor's agenda.

ATTACHMENT A

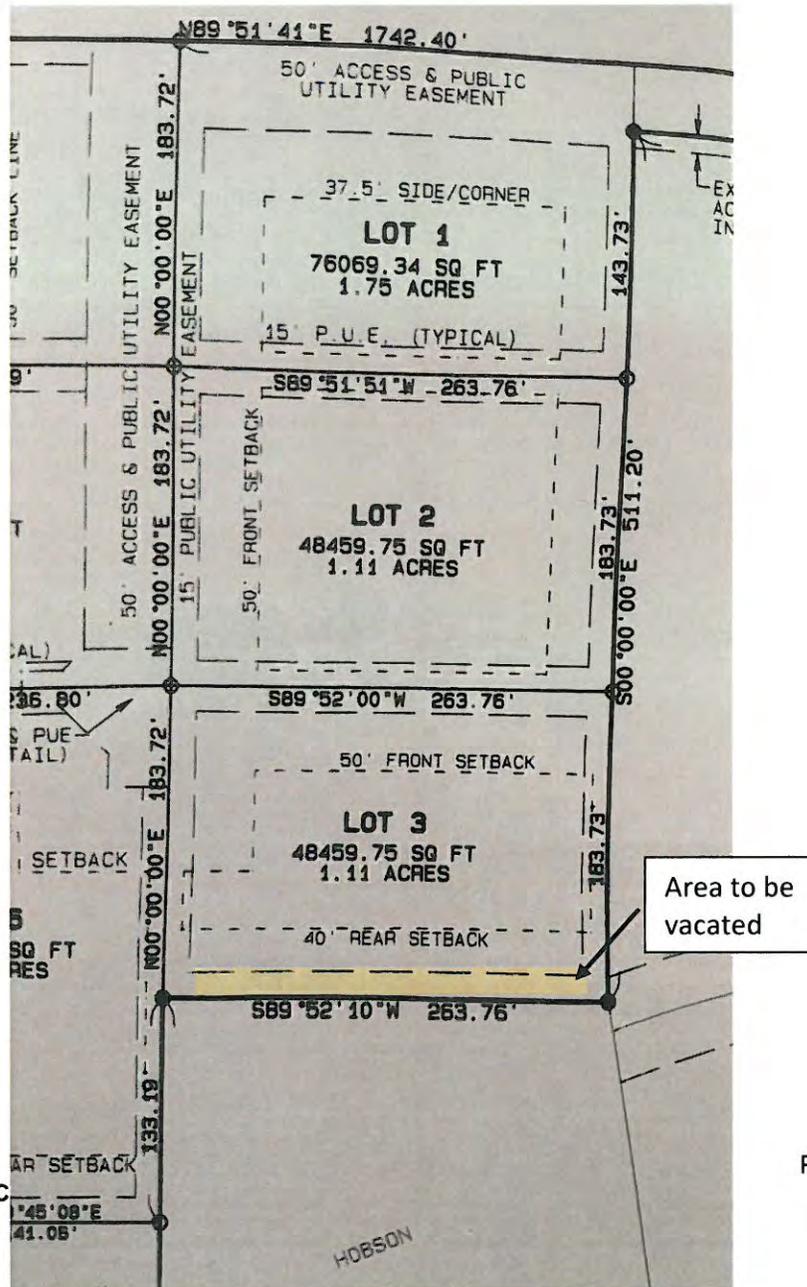
Map of subject property showing easement area





ATTACHMENT B

Close-up of Lots 1-3 on Nady Subdivision Plat





Story County Planning and Development
Administration Building
900 6th Street, Nevada, Iowa 50201
Ph. 515-382-7245
www.storycountyiowa.gov

Date: June 29, 2021

Proprietors' Declaration Vacating a Utility Easement on Lot 3, Nady Subdivision

Subject: Declaration and acknowledgement for the Lot 3, Nady Subdivision, utility easement vacation in accordance with Story County Land Development Regulations, Chapter 87.10(1) and Code of Iowa Chapter 354.

A Conceptual Review meeting was held with Story County on June 17, 2021 with Keith Hobson to discuss the proposed vacation of the existing utility easement in the south fifteen (15) feet of Lot 3, Nady Subdivision. The goal of the proposed vacation is to assist Keith and Brenda Hobson with the planned adjoining of Lot 3, Nady Subdivision, with their adjacent property (Parcel C) to the south of Lot 3. Keith and Brenda Hobson would also like to construct a detached garage on Lot 3, and the existing utility easement in the southern fifteen (15) feet of the lot is preventing them from receiving the permit, as the garage has been proposed to be built in the easement area.

The vacation application request was submitted on June 18, 2021.

Proprietors and Mortgagees affected by the proposed vacation:

HOBSON, KEITH L & BRENDA H
21101 620TH AVE
NEVADA IA 50201-7926

Legal Description of the Lot and Easement:

Lot Three (3), Nady Subdivision, Story County, Iowa

The utility easement to be vacated is described as the south fifteen (15) feet of Lot 3, Nady Subdivision, Story County, Iowa.

The legal description of the lot will not change with the vacation of the easement.

This description of the lot will change after the 2022 assessment, as Keith and Brenda Hobson have received approval from the County Auditor's office to join Lot 3, Nady Subdivision, with their adjacent property to the south, legally described as: Parcel "C" in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Thirty-six (36), Township Eighty-four (84) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa.

The proprietors owning Lot 3 of Nady Subdivision, by providing their signatures below, declare that a portion of the official plat of Nady Subdivision is to be vacated, described as follows: the existing utility easement in the southern 15 feet of Lot 3, Nady Subdivision.

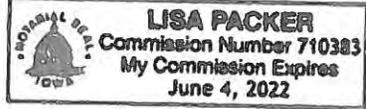


Upon approval of the resolution by the County Board of Supervisors of the proposed vacation of the utility easement as described in this document, and after the resolution and any other related documentation are filed with the Story County Recorder, the vacation shall be binding and in full force.

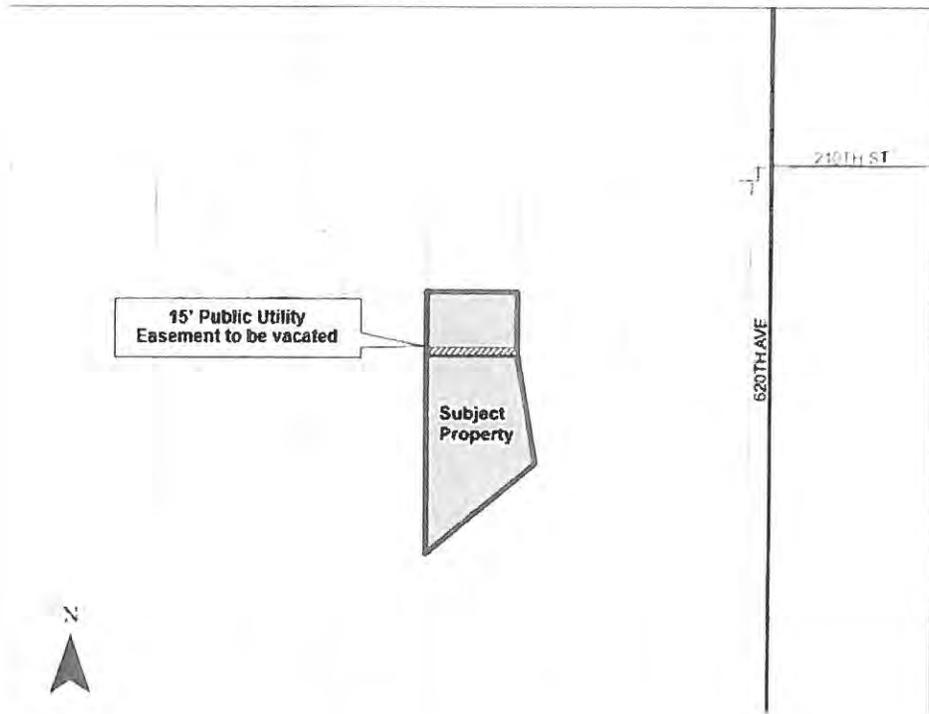
Signatures: Keith L. Hobson Date 6-29-21
Keith L. Hobson

Brenda H. Hobson Date 6-29-21
Brenda H. Hobson

Lisa Packer Date 06/29/2021
Notary, State of Iowa



License Expiration Date 4/2/2022



RETURN TO:

ORDON D NADY JR
910 C AVE
NEVADA IA 50201

[Handwritten initials]
Instrument: 2014- 0008865
Date: Oct 02, 2014 01:53:53P
Rec Fee: 15.00 E-Con Fee: 1.00
Aud Fee: .00 Trans Fee: .00
Rec Management Fee: 1.00
Non-Standard Page Fee: .00
Filed for record in Story County, Iowa
Susan L. Vande Kamp, County Recorder

Prepared by/Return to: Daniel E. Bappe P.O. Box 127 Nevada, IA 50201

DECLARATION OF EASEMENTS

Orson D. Nady, Jr., (hereinafter called "Grantor"), in consideration of the sum of One Dollar (1.00), in hand paid, the receipt of which is hereby acknowledged, does hereby convey the following described easements unto the Public, (hereinafter called "Grantee"), for the purpose of the Grantee constructing, repairing, replacing, inspecting, using, operating, and maintaining the systems described as follows:

See Attachment (Pg. 2)

The foregoing right is granted upon the express condition that Grantee or any utility company to whom the right to use this Easement is extended will assume liability for all damages to the above-described real estate created by the failure on the part of the user of this Easement to use due care in its exercise of the granted right. The foregoing right is further granted upon the express condition that Grantee or any utility company to whom the right to use this Easement is extended will assume liability for any and all damages to the above-described real estate caused by the construction, installation, and repair of utilities upon this real estate.

Grantor, her successors and assigns, as the fee simple owner of the above-described real estate, shall not erect or place within the Easement Area any building or other structure or improvement or any trees or landscape plantings, other than grass or comparable ground cover, except with the prior written consent of Grantee.

Grantor does **HEREBY COVENANT** with Grantee that (1) Grantor holds said real estate described in this Easement by title in fee simple free and clear of liens and encumbrances except as noted herein; (2) that Grantor has good and lawful authority to convey the same.

The undersigned spouse of Orson D. Nady, Jr. hereby relinquishes all right of dower, homestead and distributive share, if any, in and to the interest conveyed by this Easement.

Dated this 30th day of May, 2013

[Signature of Orson D. Nady, Jr.]
Orson D. Nady, Jr.

[Signature of Kara Nady]
Kara Nady

STATE OF IOWA, STORY COUNTY,

This instrument was acknowledged before me on the 30th day of May, 2013, by Orson D. Nady, Jr. and Kara Nady.

[Signature of Notary Public]
Notary Public



Nady Subdivision Easements

Drainage Easement:

A strip of land crossing Nady Subdivision in the Northeast Quarter of Section 36, Township 84 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Northwest Corner of Lot 7 in said Nady Subdivision; thence N89°51'41"E, 245.92 feet along the North line thereof to the point of beginning; thence continuing N89°51'41"E, 65.51 feet; thence S23°32'02"W, 54.47 feet; thence S47°23'16"W, 37.69 feet; thence S72°32'37"W, 34.14 feet; thence N84°42'51"W, 57.37 feet; thence S16°43'37"E, 74.17 feet; thence S08°48'16"E, 94.19 feet; thence S34°36'06"E, 173.75 feet; thence S19°59'13"W, 44.88 feet; thence S40°05'53"W, 67.26 feet; thence S78°09'20"W, 55.28 feet; thence N74°45'29"W, 49.36 feet; thence S45°04'10"W, 38.74 feet; thence S11°13'19"E, 52.21 feet; thence S46°32'07"E, 42.03 feet; thence N70°53'54"E, 22.15 feet; thence S74°44'37"E, 71.70 feet; thence S28°08'28"E, 54.88 feet; thence N81°23'08"E, 88.89 feet; thence S89°15'34"E, 119.45 feet; thence N52°02'49"E, 65.11 feet; thence S57°05'32"E, 56.71 feet; thence S31°07'13"E, 53.99 feet; thence S20°05'35"E, 137.02 feet; thence S08°26'55"W, 43.57 feet; thence S11°29'57"E, 244.46 feet; thence S17°40'04"W, 42.78 feet to the East line of said Nady Subdivision; thence following said line N85°19'51"W, 148.80 feet; thence S25°10'23"W, 20.43 feet; thence S12°03'10"E, 41.30 feet; thence S29°07'25"W, 72.82 feet; thence S08°02'42"E, 40.98 feet; thence S32°26'51"E, 42.23 feet; thence S08°02'03"E, 97.95 feet; thence S73°12'08"W, 60.64 feet; thence S12°11'36"E, 39.28 feet; thence S72°22'44"E, 99.86 feet; thence S28°43'23"E, 49.46 feet; thence S65°58'38"W, 98.52 feet; thence S15°51'16"E, 76.39 feet; thence S38°48'08"E, 50.11 feet; thence S69°37'30"E, 78.08 feet; thence S11°17'43"W, 90.12 feet; thence S59°40'55"E, 34.24 feet; thence N54°41'47"E, 123.88 feet; thence S75°45'07"E, 26.83 feet; thence S14°00'54"W, 40.32 feet; thence S31°14'20"E, 95.80 feet; thence S08°39'58"E, 75.92 feet; thence S68°45'58"E, 15.73 feet; thence N63°07'18"E, 42.43 feet; thence departing said line S31°54'39"E, 30.12 feet; thence S63°07'18"W, 65.85 feet; thence N60°14'33"W, 37.06 feet; thence N23°40'42"W, 51.24 feet; thence N01°46'30"E, 42.87 feet; thence N33°54'38"W, 71.44 feet; thence S84°03'25"W, 54.64 feet; thence S61°37'50"W, 40.67 feet; thence N86°35'17"W, 31.92 feet; thence N46°10'21"W, 46.94 feet; thence N02°34'45"W, 51.23 feet; thence N30°05'31"E, 35.07 feet; thence N69°37'31"W, 63.57 feet; thence N38°46'07"W, 62.99 feet; thence N21°17'49"W, 66.16 feet; thence N01°12'30"W, 42.63 feet; thence N65°58'36"E, 96.16 feet; thence N76°24'02"W, 69.87 feet; thence N63°48'19"W, 43.03 feet; thence N35°21'36"W, 44.90 feet; thence N14°50'59"E, 53.58 feet; thence N80°40'05"E, 47.08 feet; thence N06°06'59"W, 71.38 feet; thence N32°26'51"W, 40.86 feet; thence N08°02'42"W, 57.55 feet; thence N29°07'25"E, 71.64 feet; thence N12°03'10"W, 40.13 feet; thence N25°10'23"E, 51.52 feet; thence S84°52'08"E, 114.83 feet; thence N10°17'16"W, 249.10 feet; thence N75°40'44"W, 43.36 feet; thence S38°25'18"W, 56.14 feet; thence S88°37'13"W, 185.64 feet; thence N56°00'11"W, 94.19 feet; thence N12°27'34"W, 185.34 feet; thence N74°44'37"W, 27.31 feet; thence S70°53'54"W, 21.01 feet; thence N80°15'06"W, 30.45 feet; thence N46°32'07"W, 81.03 feet; thence N15°11'27"W, 136.76 feet; thence N01°48'27"W, 51.47 feet; thence N16°46'56"E, 37.25 feet; thence N43°23'39"E, 34.70 feet; thence N68°26'03"E, 34.27 feet; thence S59°21'38"E, 66.34 feet; thence N87°00'11"E, 62.40 feet; thence N40°52'25"W, 120.20 feet; thence N09°45'34"W, 213.10 feet; thence N29°31'25"E, 31.67 feet; thence N71°15'58"E, 57.66 feet; thence S79°34'39"E, 48.64 feet; thence N40°28'24"E, 31.33 feet to the point of beginning, containing 5.50 acres.

pg. 2

Access Easements:

- Lot 1: North 40' of the East 690.24' (existing per Pop's Subd., 2nd Addn.)
North 50' of the West 263.76'
East 15'
- Lot 2: East 15'
- Lot 3: East 15'
- Lot 4: East 50'
- Lot 5: East 50' except the South 22.03' thereof, and
Beginning at the Southeast Corner thereof, thence S87°59'26"W, 84.66 feet along the South line thereof; thence N02°00'34"W, 10.00 feet; thence N87°59'26"E, 22.95 feet; thence N43°59'43"E, 17.30 feet; thence N87°59'26"E, 50.03 feet to the East line of said Lot 5; thence S00°00'00"W, 22.03' to the point of beginning.
- Lot 6: Beginning at the Northeast Corner thereof; thence S00°00'00"W, 59.93' along the East line thereof; thence N90°00'00"W, 35.00'; thence N00°00'00"E 19.70'; thence N46°00'17"W, 40.29'; thence S87°59'26"W, 20.29'; thence N02°00'34"W, 10.00' to the North line of said Lot 6; thence N87°59'26"E, 84.66' to the point of beginning.

Public Utility Easements:

- Lot 1: North 40'
East 50'
South 15'
West 15'
- Lot 2: North 15'
East 50'
South 15'
West 15'
- Lot 3: North 15'
East 15'
South 15'
West 15'
- Lot 4: North 15'
East 50'
South 15'
West 15'
- Lot 5: North 15'
East 50'
South 15'
West 15'
Beginning at the Southeast Corner thereof, thence S87°59'26"W, 84.66 feet along the South line thereof; thence N02°00'34"W, 10.00 feet; thence N87°59'26"E, 22.95 feet; thence N43°59'43"E, 17.30 feet; thence N87°59'26"E, 50.03 feet to the East line of said Lot 5; thence S00°00'00"W, 22.03' to the point of beginning.
- Lot 6: North 15'
East 15'
South 15'
West 15'
Beginning at the Northeast Corner thereof; thence S00°00'00"W, 59.93' along the East line thereof; thence N90°00'00"W, 35.00'; thence N00°00'00"E, 19.70'; thence N46°00'17"W, 40.29'; thence S87°59'26"W, 20.29'; thence N02°00'34"W, 10.00' to the North line of said Lot 6; thence N87°59'26"E, 84.66' to the point of beginning

QUOTE CONFIRMATION



DEAR JOEL AHRENS,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MGHH753	7/15/2021	MIMECAST	8484660	\$21,725.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Mimecast Email Security Comprehensive Defense - subscription license (1 year)</u> Mfg. Part#: M_COMP-DEF_250_A Electronic distribution - NO MEDIA Contract: Iowa NVP Software (ADSP016-130652)	300	6153172	\$43.80	\$13,140.00
<u>MIMECAST W1</u> Mfg. Part#: M_W1_250_A Electronic distribution - NO MEDIA Contract: Iowa NVP Software (ADSP016-130652)	300	5323899	\$19.20	\$5,760.00
<u>MIMECAST ADVANCED SUP</u> Mfg. Part#: M_ADV-SP_A Electronic distribution - NO MEDIA Contract: Iowa NVP Software (ADSP016-130652)	1	6531299	\$935.00	\$935.00
<u>MIMECAST EDUCATION PREM SUB</u> Mfg. Part#: M_EDU_PREM_A Electronic distribution - NO MEDIA Contract: Iowa NVP Software (ADSP016-130652)	1	6082953	\$1,890.00	\$1,890.00

PURCHASER BILLING INFO		SUBTOTAL	\$21,725.00
Billing Address: STORY COUNTY INFORMATION TECHNOLOGY ACCOUNTS PAYABLE 900 6TH ST ADMINISTRATION BLDG NEVADA, IA 50201-2004 Phone: (515) 382-7304 Payment Terms: NET 30-VERBAL		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$21,725.00
		DELIVER TO Shipping Address: STORY COUNTY INFORMATION TECHNOLOGY JOEL AHRENS 900 6TH ST ADMINISTRATION BLDG NEVADA, IA 50201-2004 Phone: (515) 382-7304 Shipping Method: ELECTRONIC DISTRIBUTION	

APPROVED
DENIED

Board Member Initials: JKH
 Meeting Date: 7-20-21
 Follow-up action: _____

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Gabe Brown

(877) 638-8136

gabebro@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$21,725.00	\$595.05/Month	\$21,725.00	\$683.90/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



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

Ph. 515-382-7245 Fax 515-382-7294
www.storycountyiaowa.gov

APPROVED **DENIED**

Member Initials: AKH

Meeting Date: 7-20-21

Follow-up action: _____

MEMORANDUM

TO: Story County Board of Supervisors

FROM: Andrea Wagner, Planner

RE: Site Development Plan for a new greenhouse to be located at 22085 580th Avenue
(Parcel 10-05-200-425)

DATE: July 20, 2021

Michael Holub of Holub Garden and Greenhouses Inc., the owner of the above parcel, is proposing a new greenhouse to be located at 22085 580th Avenue, Ames. The subject property is the existing location of Holub Garden and Greenhouses, which includes a retail sales store and several other greenhouses. The business and greenhouses have been an established use since the 1980s. Mr. Holub has submitted a site plan, as well as a zoning permit application. The new greenhouse will be 30 feet by 96 feet, totaling 2,880 square feet. There will also be gravel added around all sides of the base of the greenhouse—a 3 foot by 96 foot portion of gravel will be added to the east and west sides of the greenhouse, a 3 foot by 30 foot portion of gravel will be added to the south side, and a 30 foot by 30 foot gravel area will be added to the northern side of the greenhouse. In total, the project will create 3,564 square feet of new impervious surface on the site.

The property is zoned Commercial/Light Industrial and Designated as Planned Industrial in the Ames Urban Fringe Plan.

General Site Planning Standards

The submitted plans were reviewed for conformance with the following sections in Chapter 88 of the Story County Land Development Regulations:

- **88.04 Access Requirements:** The property has existing access from 220th Street to the north and from 580th Avenue to the east. No new access permits are proposed.
- **88.05 Environmental and Natural Resource Standards:** The applicant will not be disturbing over an acre of area. A stormwater management plan is not required. The applicant has agreed to our erosion control requirements and requirements for a concrete washout.
- **88.08 Parking and Circulation Standards:** No additional parking is being proposed for the new greenhouse. The greenhouse will not be open to the public and will only be accessed by employees. Mr. Holub was made aware that if the current parking area on site is expanded in the future, then we will need to review the plans at that time for conformance to 88.08, including minimum landscaping requirements, space markings, and the minimum required number of accessible parking spaces.

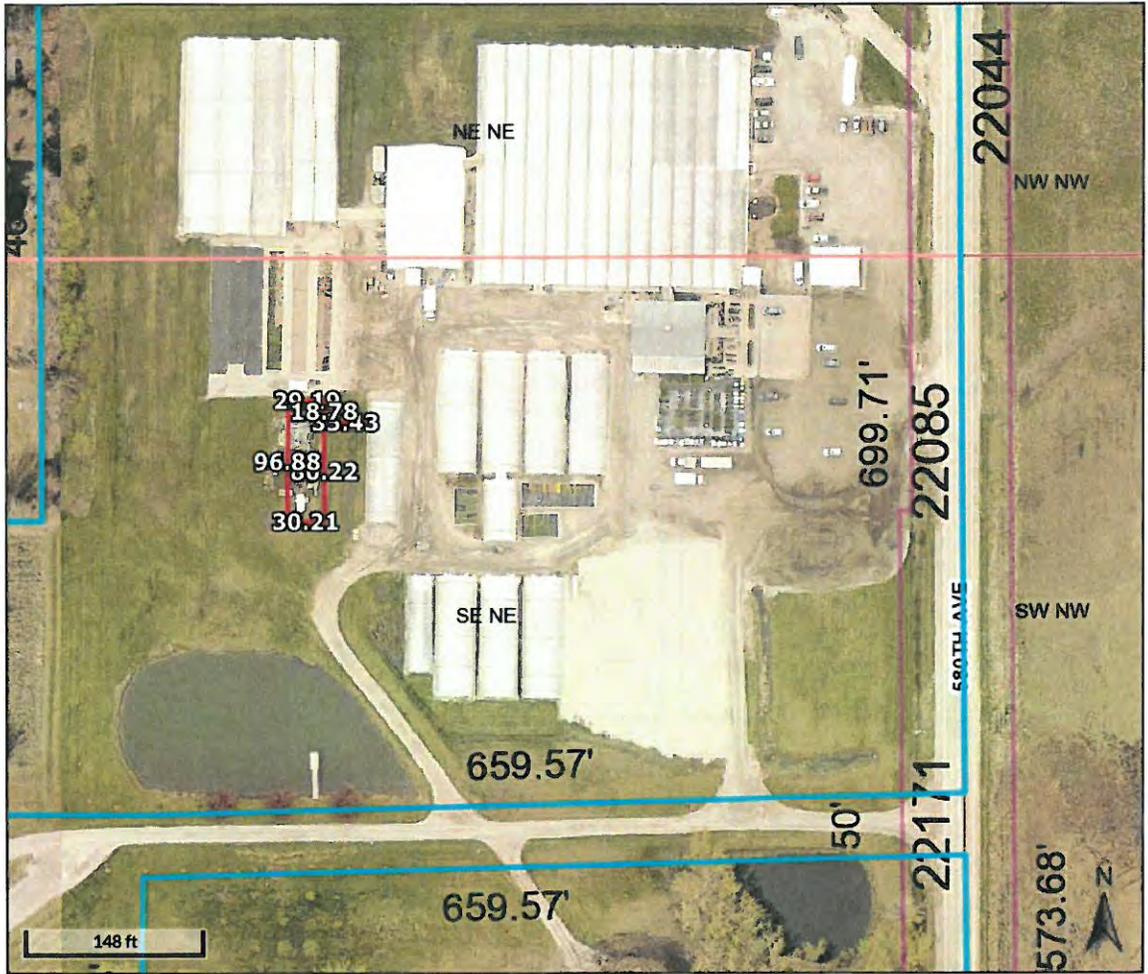


031130

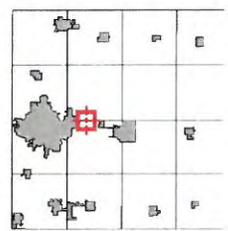
- **88.09 Site Lighting:** No new site lighting is proposed.
- **88.11: Minimum Landscaping Standards:** The County’s minimum landscaping standards require that “An area equivalent to at least 20 percent impervious surface of a property to be developed (excluding single-family and two-family dwellings) shall be planted as landscaped areas. The landscaped areas shall be designed and placed so as to achieve the maximum capture and filtration of storm water originating from the property.” To meet this standard, Mr. Holub has agreed to plant a tree with a canopy, at maturity, equal or greater to 713 square feet, which is 20 percent of the total impervious surface being added (3,564 square feet). Mr. Holub and Planning and Development staff have discussed planting this tree in the runoff area between the newly proposed greenhouse and the existing retention pond in order to capture and filter storm water.
- **88.13: Traffic Impact Analysis and Study:** A traffic impact analysis has been submitted for this site plan, indicating that no new trips will be generated by the proposed greenhouse. The site is located near the intersection of 220th Street and 580th Avenue. The west and the south legs of the intersection are 2-lane paved roadways, while the north and east legs are gravel roads. According to the analysis, the average existing daily trips is approximately 204 trips per day. For trip distribution on 220th Street and 580th Avenue, the analysis used 2019 traffic counts from the Iowa Department of Transportation and estimated that the growth rate for 220th Street is approximately 1.9% per year, while 580th Avenue’s growth rate is 0.2% per year on the paved roads. The analysis further stated that at the intersection of 220th Street and 580th Avenue, there has only been one accident between 2011 and 2021. Given the findings of the traffic impact analysis, staff are asking the Board of Supervisors to waive the full traffic study.

As the site plan meets all requirements in the Story County Land Development Regulations, Planning and Development staff recommend the Board approve the site plan and waive the full traffic study. With the approval, staff will issue the zoning permit.





Overview



Legend

-  Parcels
-  Lots
-  Right of Way
-  Townships
-  Sections
-  Quarter Quarters
-  Corporate Limits
-  Road Centerlines

Parcel ID	1005200425	Alternate ID	1005200425	Owner Address	HOLUB GARDEN & GREENHOUSES INC
Sec/Twp/Rng	05-83-23	Class	C - COMMERCIAL		22085 580TH AVE
Property Address	22085 580TH AVE	Acreage	37.19		AMES, IA 50010-9408
	AMES				

District 52005 - GRANT TWP/AMES SCH

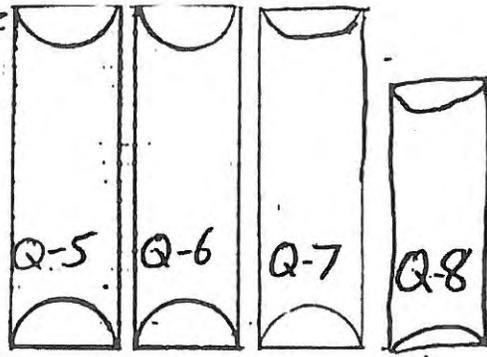
Brief Tax Description SECTION:05 TOWNSHIP:83 RANGE:23 E1/2 NE & ALL SE1/4 N OF RR EX W588.3' N465' NE1/4 & EX COMM NE COR SEC 5 S699.71' TO BEG W659.57' W398.64' S200.19' E398.65' N153.40' E659.57' N50' TO BEG AND COMM NE COR SEC 5S749.71' W659.57' S153.40' TO BEG W398.65

(Note: Not to be used on legal documents)

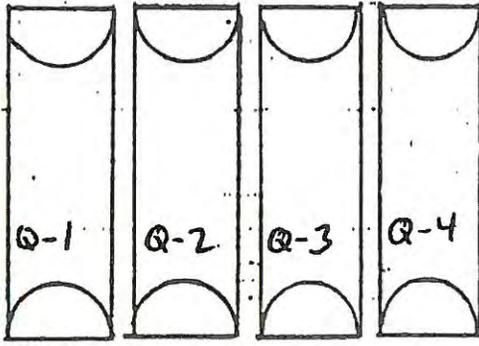
Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:
 The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 6/2/2021
 Last Data Uploaded: 6/2/2021 1:10:08 AM

HOLUB GREENHOUSES, INC
22085 580th AVE
AMES 50010

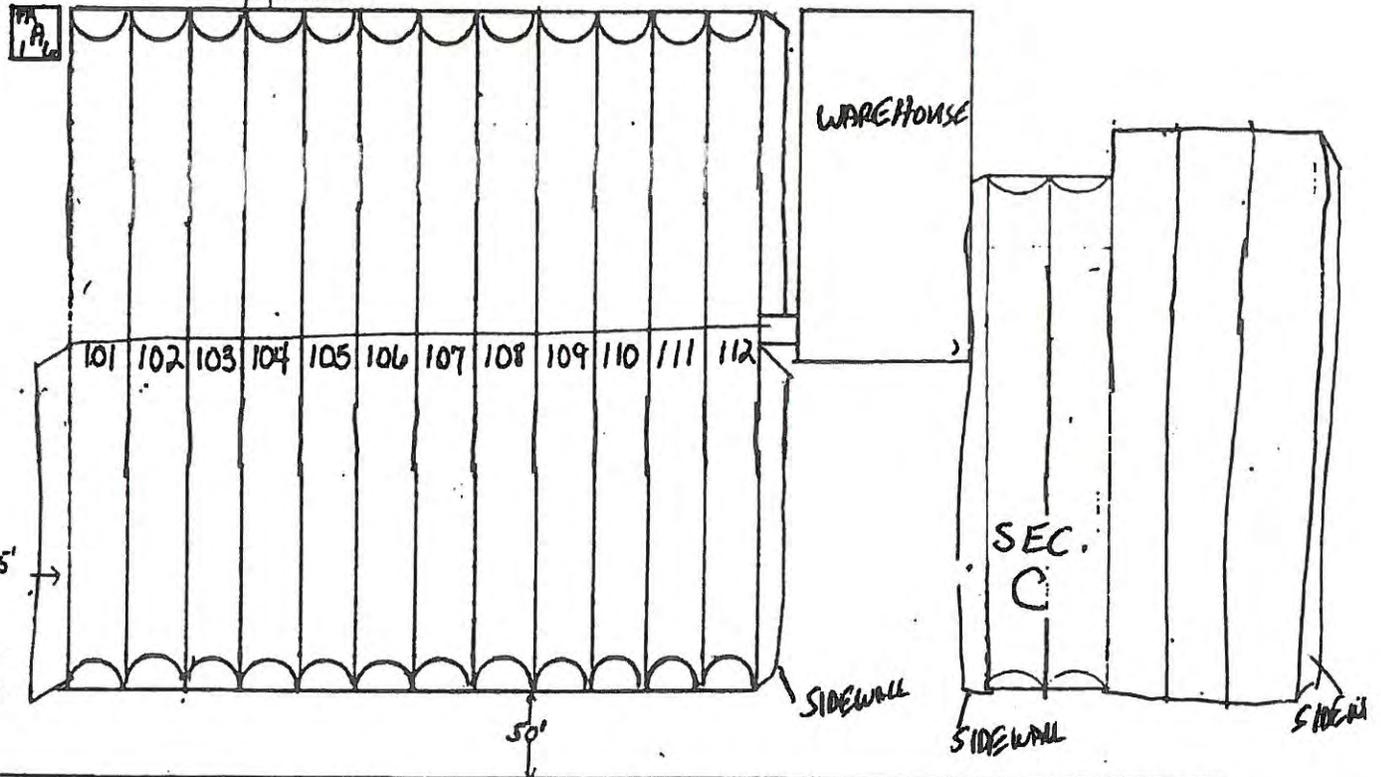


SCALE 1" = 50'



30x96
2580 SAFT.

RETAIL
BLD.



220th AVE

N

quick search:

File #

Address



Home My Favorites Create Search Reports Support Center Administration Help

Permit Project



File #: 21-000207 ...
 22085 580TH AVE AMES IA 50010
 1005200425

Permits Process Inspections Appeals Documents Certificates History

Edit Permit: Z21-000099



Permit #: Z21-000099
 Permit Type: Zoning Permit (Building Permit)
 Sub Type: Non-Residential (Commercial) ▾
 Work Description: growing plant material

Applicant: Mike Holub ▾ ...
 Status: Online Application Received ▾
 Total Amount: \$ 150.66
 Amount Paid: \$ 150.66
 Balance Due: \$ 0.00
 Valuation: 67,104.00 ...

Application Date: 06/02/2021
 Approval Date:
 Issue Date:
 Expiration Date:
 Close Date:
 Last Inspection:
 Final Expiration Date:

Non-Billable:

PDP Expiration Date:

I understand I must contact the County Engineers office for an access permit for a new drive or paving or widening an existing drive (515-382-7355 or engineerweb@storycountyiowa.gov) (Check box below to agree)

I understand:

If no address has been assigned to this parcel, please first apply for a 911 permit for this address.

Enter 911 permit number here (EX: N20-000001):

Floodplain permit number (if applicable):

Is applicant a contractor or the property owner? Property Owner ▾

Please provide the following information on your project

Use of Structure: growing plant material
 Height: 13
 Is this application for a solar energy system: No ▾

Dimensions: 30'96'

Is this for a new

dwelling? (Check
box if yes):

Anchor Store
Square Footage:
Apartment Building
Square Footage:
Auto Service
Square Footage:

Bank Primary
Location without
basement Square
Footage:
Bank Drive-Up
without basement
Square Footage:

Bed and Breakfast
House Value:
Campground
Buildings Square
Footage:

Car Wash - Self
Service Square
Footage:

Church Square
Footage:

Day Care Square
Footage:

Fertilizer Building
Square Footage:

Gas Station With
Bays Square
Footage:

General Office
Building (with
basement) Square
Footage:

Greenhouse With 2880
Utilities Square
Footage:

Grain Storage Crib
Type Square
Footage:

Grain Storage Flat
Storage Square
Footage:

Gym Square
Footage:

Auto Sales Square
Footage:
Bank Primary
Location with
basement Square
Footage:
Bank Drive-Up with
basement Square
Footage:

Banquet/Concert
Halls, Gathering
Spaces Square
Footage:

Bowling Alley
Square Footage:
Car Wash - Full
Service Square
Footage:

Car Wash - Drive
Thru Square
Footage:

Convenience Store
Square Footage:
Fence Linear Feet:

Franchise Service
Square Footage:
Gas Station Without
Bays Square
Footage:

General Office
Building (without
basement) Square
Footage:

Greenhouse Without
Utilities Square
Footage:

Grain Storage
Concrete or Steel
Type Square
Footage:

Grocery Square
Footage:

Library Square
Footage:

Lodge or Fraternal building Square Footage:

Manufacturing Heavy Square Footage:

Medical/Dental Office Building (with basement) Square Footage:

Motel/Hotel Square Footage:

Nursing Home Square Footage:

Retail Store Small (one level) Square Footage:

School Square Footage:

Shopping Center Regional Square Footage:

Storage Shed Without Utilities Square Footage:

Theatre Square Footage:

Tower Monopole Linear Feet:

Warehouse Square Footage:

Water Supply Treatment Facility Engineer's construction value/bid:

Lumber Storage (office area separate: see item 16) Square Footage:

Manufacturing Light Square Footage:

Medical/Dental Office Building (without basement) Square Footage:

Motel/Hotel Common Area Square Footage:

Restaurant Square Footage:

Retail Store Large Square Footage:

Shopping Center Neighborhood Square Footage:

Storage Shed With Utilities Square Footage:

Swimming Pool Square Footage:

Tower Guyed Linear Feet:

Tower Self Supporting Linear Feet:

Wastewater Supply Treatment Facility Engineer's construction value/bid:

Wind Energy Systems Engineer's construction value/bid:

Please check the following boxes to acknowledge:

I will contact my electric provider for setback requirements from electric lines



I understand that a State Electrical Inspection and Permit may be required.

Apply online at <https://iowaelectrical.gov/> or contact Mark Miller with the State Fire Marshal Division Electrical Bureau at 515-210-0832 or mcmiller@dps.state.ia.us.



Required Attachments

Site Development
 Plan showing Beacon.pdf
 proposed building
 in relation to
 property,
 setbacks, and
 conformance with
 Chapter 88
 General Site
 Planning
 Standards.:

Blue
 Prints/Construction Drawing.pdf
 Drawings, attach
 for all buildings
 applying for:

Additional
 Documents:

Will there be any Tier
 2 materials onsite?:

Certification and Signature

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection. *Acknowledgement of property owner is required and may occur via email

Signature: signature.png

---INTERNAL ONLY---

Add \$100 Violation

Fee:

Conditions:

Permit Fees

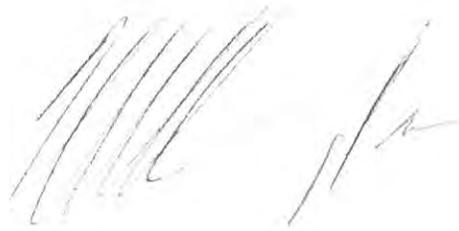
Quantity	Fee	Description	Amount	Total
	Zoning Fee			100.66
	Site Plan Review Fee			50.00
		Plan Check Fees:		150.66
		Other Fees:		0.00
		Total Fees:		150.66

Payments

Date	Type	Reference	Note	Receipt #	Received From	Amount
06/02/2021	Credit	153794641	Heartland	185	- Mike Holub	150.66
					Amount Paid:	150.66
					Balance Due:	0.00

I will plant a tree with
a canopy at maturity
equal or greater to 713 sq feet —
likely a silver maple

Helmut Greenhaus



- A Concrete washout
- Final Stabilization (immediately seed disturbed area)

are required for erosion control
and will be provided.

Howe Construction, Inc

 JMS
6-14-21

Holub Greenhouses, Inc.

Prepared by:

Kimberley L. Rouse Engineering

Prepared for:

Story County

Submitted to:

Story County

July 2021

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p><i>Kimberley L. Rouse</i></p> <p>_____</p> <p>KIMBERLEY L. ROUSE, P.E.</p> <p>License No. 14865</p> <p>My renewal date is December 31, 2022</p> <p>Pages or sheets covered by this seal: 1-5</p> <p>_____</p> <p>_____</p>
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Introduction

This letter discusses the traffic generation resulting from the construction of the proposed new hoop greenhouse building on the Holub Greenhouses, Inc. existing site. The Holub Greenhouses, Inc. facilities are located east of I-35 in rural Story County. The existing development is near the intersection of 220th Street and 580th Avenue. Currently there are two existing entrances into the site off of 580th Avenue. The north entrance is used by the public. The entrance to the south leads to the private residence to the west of Holub Greenhouses, Inc. **Figure 1** shows the site location. **Figure 2** show the proposed layout of the facility. The west and the south legs of the intersections of 220th Street and 580th Avenue are 2-lane paved roadways. The north and the east leg are gravel roads.

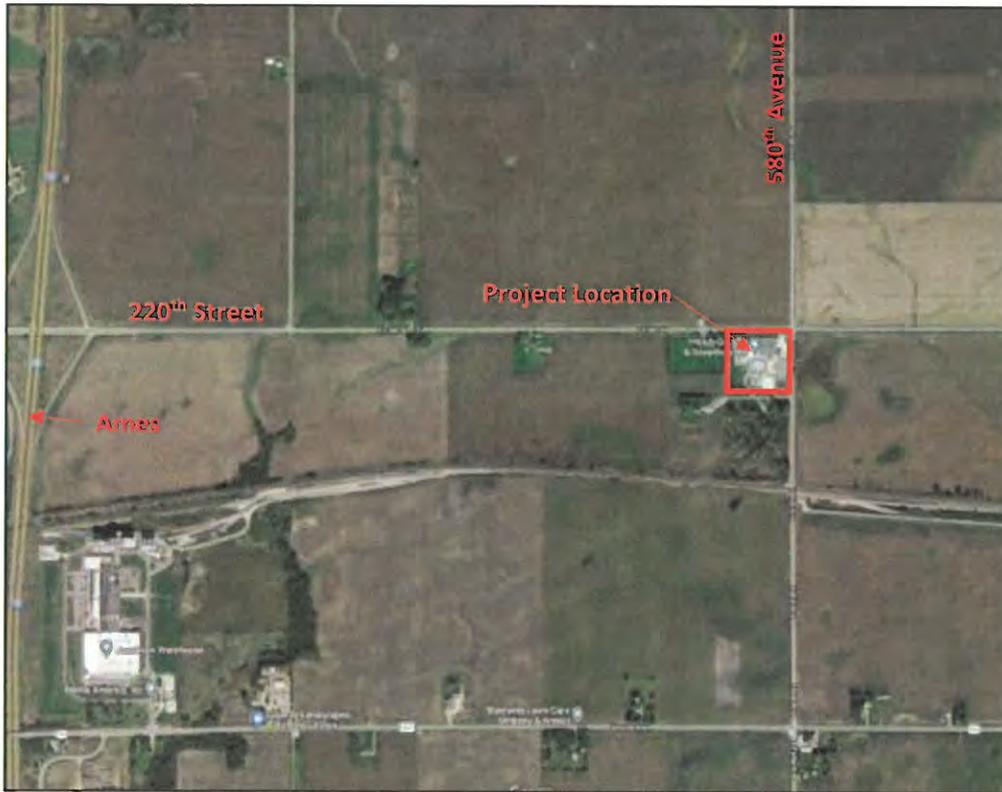


Figure 1 – Site Location



Figure 2 – Proposed Site Layout

Trip Generation

Trip generation rates recommended in the *Institute of Transportation Engineers' (ITE) Trip Generation, 10th Edition*, were reviewed for the trips to and from the site based on the existing land use. The average existing daily trips is approximately 204 trips per day. The addition of the proposed greenhouse is estimated to not change the trip generation for the site. The proposed greenhouse will not be open to the public and no additional employees will be hired for the building.

Trip Distribution and Assignments

There is one existing entrance into the site for public use. There is also an entrance to the south of the main entrance that is used by the private residence to the west of the greenhouse. Traffic counts in front of the site were taken by the Iowa Department of Transportation in 2019. After review of traffic counts for the years 2007-2019 it was determined that the growth rate for 220th Street is approximately 1.9% per year and the growth rate on 580th Avenue is approximately 0.2% per year on the paved roads directly in front of the site. **Figure 3** shows the average daily traffic for 2019 and **Figure 4** shows the anticipated daily traffic for 2021.

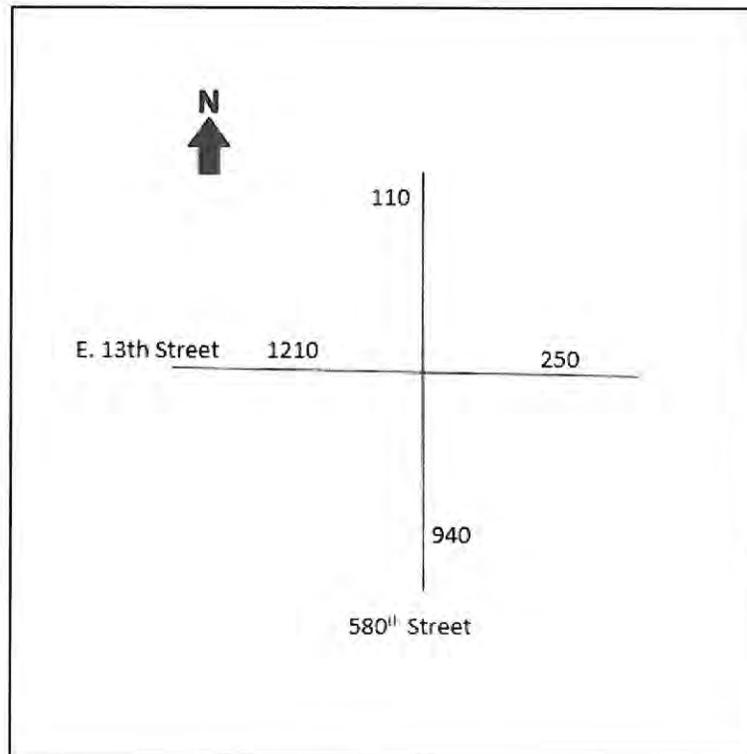


Figure 3 – 2019 AADT Traffic

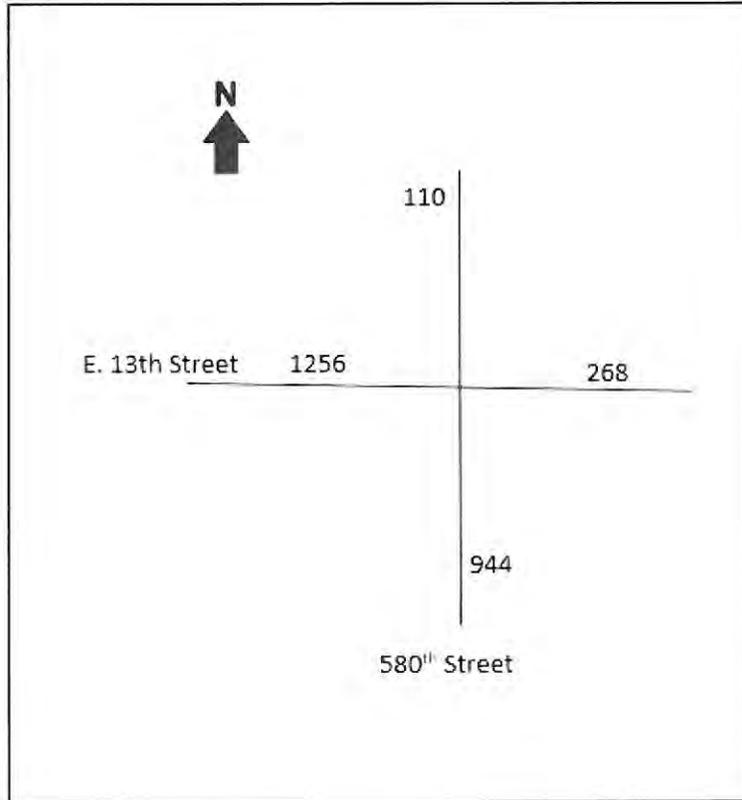


Figure 4 – 2021 AADT Traffic

Crash Data

Crash data was evaluated for the years of 2011-2021. At the intersection of 220th Street and 580th Avenue there was only one accident. The crash recorded was failure to yield to right of way from a stop sign. There were no other crashes recorded near the Holub site in the years evaluated.

After calculating the crash rates for the past 10 years, the intersection crash rate was 0.45 per million entering vehicles. The intersection severity rate is 0.68 and the crash density is 0.2 crashes per year. The average crash rate for the State of Iowa over a 10-year period is 1.26 per million vehicles.

Conclusion

After review of the proposed greenhouse addition, it was determined that the proposed new building will have no impact on 220th Street or 580th Avenue traffic or the intersections within ¼ mile of the site.

STORY COUNTY UTILITY PERMIT

Date 7/12/22

To the Board of Supervisors, Story County, Iowa:

The Midland Power Cooperative Company, incorporated under the laws of Iowa, authorize to do business within the State of Iowa, with its principal place of business at Boone IA, 2005 S. Story St, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of 1-Phase, Primary on secondary route 190th St, from South side of 190th St to North side of 190th St, a distance of 501 ft ~~miles~~.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

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

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

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

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

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

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

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

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

Date 7/12/21

Midland Power Cooperative
Name of Company (Applicant - Permittee)

Todd Leemhil 515-370-5269
by Phone no.

Recommended for Approval:

Date 7-12-21

[Signature] 515-382-7355
County Engineer Phone no.

Approved:

Date 7-20-21

[Signature]
Chair, Board of Supervisors
Story County, Iowa

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

IOWA 93 MIDLAND POWER COOPERATIVE
STAKING SHEET

Name Fairman, Corp.
 Location #: 3180-095, 55A 5501
 Address: 2915 190th St
 Phone #: 515-290-2498

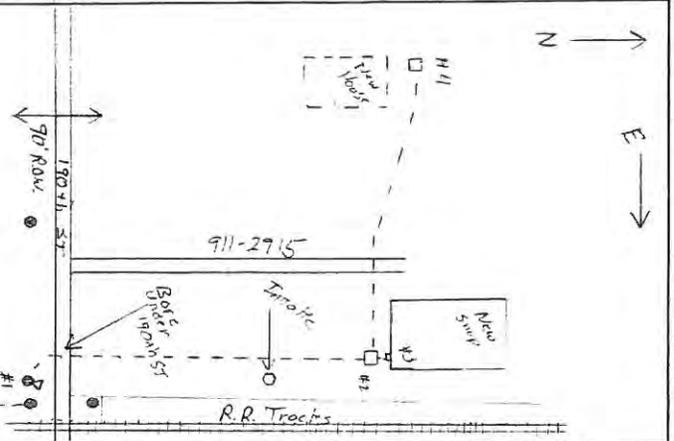
Sub 55
 Feeder 3
 Phase B
 Line Sec. _____

County: Story
 Township: Franklin
 School Dist.: _____

WORK ORDER CODE	
New Construction	<input checked="" type="checkbox"/>
System Improvement	<input type="checkbox"/>
Replacement	<input type="checkbox"/>
Retire No. Replace	<input type="checkbox"/>

WORK ORDER NO. 14005
 740c# 101
 Staked By TL Date 7-9-21
 Sheet No. 1 of 1
 Compt By _____ Date _____

SKETCH OF WORK Map Reference 55 Twp. 84 R 24 Sec. 21 Wire 1 Size 1/0 Kind SCN-220



Pole No.	Pri. (Back) Span.	Poles H & C		Pri. Unit	Line Angle	Trans. "G"	Ground "M2"	Ohm	GUY		Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No. CONST. RET.
		Misc.	Misc.						Unit	Lead		Unit No. U or K	(Back) Span			
#1		1	1	UM8		1.1						11210				
#2	501'	1	1	UM8		1.1										
#3	101'	1	1	UM8		1.1										
#4	250'	1	1	UM8		1.1										
Bare 1-Primary Cable under 190th St for New Service to House & Shop																

Const. Compt _____
 Return. Compt _____
 Material Ticket Compt _____
 500 BH 9-00

JOB BRIEFING

Nominal Voltage	Loc of Line Protective Dvc
Fault Current Available	Other Utilities in Area
Hazardous Induced Voltg	Personal Protective Equip
Presence Protective Grids	Traffic Control
Equipment Grounds	Job Procedure
Pole Condition	Individual Job Duties
Environmental Condition	Other Hazards

Crew Initials 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

CONSTRUCTION

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
170		X			751	1	800'
210		X			10	1	201
TOTALS							

RETIREMENT

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS							

STORY COUNTY UTILITY PERMIT

Date 7/12/21

To the Board of Supervisors, Story County, Iowa:

The Unite Private Networks, LLC Company, incorporated under the laws of Missouri, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of fiber optic cable on secondary route 240th, from west of South Dakota Ave to west of South Dakota Ave, a distance of 0.001 miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

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

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

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

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

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

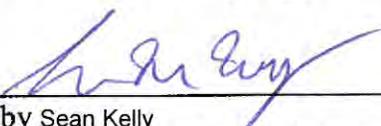
Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

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

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

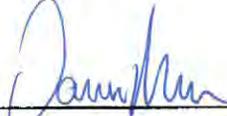
Date July 2, 2021

Unite Private Networks, LLC
Name of Company (Applicant - Permittee)


by Sean Kelly 515-633-1510
Agent for Unite Private Networks, LLC Phone no.

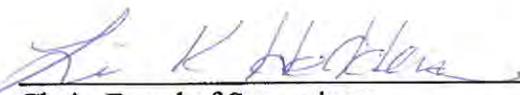
Recommended for Approval:

Date 7-12-21


County Engineer 515-382-7355
Phone no.

Approved:

Date 7-20-21


Chair, Board of Supervisors
Story County, Iowa

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

STORY COUNTY UTILITY PERMIT

Date 7/14/2021

To the Board of Supervisors, Story County, Iowa:

The Windstream Communications Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Little Rock, AR, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Data communications on secondary route 650th Ave, from 653th Ave to 28000 650th Avenue, a distance of 0.3 miles. (EPM 1930 - 71331909800048)

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

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

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

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

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

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

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

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

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

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

Date 7/7/2021

Windstream Communications - Luke Niles
Name of Company (Applicant - Permittee)

Luke Niles 501-748-5893
by Phone no.

Recommended for Approval:

Date 7-12-21

[Signature] 515-382-7355
County Engineer Phone no.

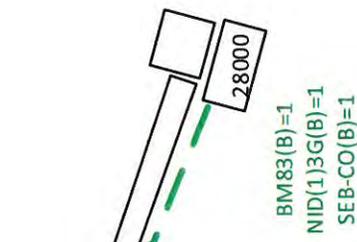
Approved:

Date 7-20-21

[Signature]
Chair, Board of Supervisors
Story County, Iowa

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

MEGAN PULCZINSKI #
(515) 387-1434



WHC1(B)=1
BM2C=1
SEB2X22(B)=1500
IA,96
XD,2

1402/11
UKF 25-22
IA,76-78
IA,88-89
XD,6-7
IA,83
XD,9-14
IA,90-96
XD,22
IA,98-100

85' ROW

650TH AVE

1402/12



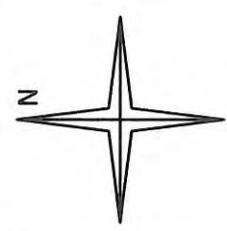
TO PRINT 2



windstream.

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

ROUTE PAIR IA,96 THROUGH TO 1402/11
FOR USE ON CUSTOMER DROP



CALL ONE-CALL 1-800-292-8989
48 HOURS PRIOR TO CONSTRUCTION

EXCH NAME:MXWL DATE: 6/22/21

WO #: 71331909800048

TITLE:GB MXW/LIA P6 BURIED DROP FOR
28000 650TH

DRWN:SRS PRINT:1

RESOLUTION NO. 22-06
FY21 FUND BALANCE RESOLUTION

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

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

ASSIGNED:

General fund balance for fiscal year ending June 30, 2021: \$350,000 for Justice Center Renovations; \$22,509 ASSET carryovers; \$625,300 Facilities Projects; \$348,846 for CIP; \$198,195 for small community funding; \$1,240,977 for future capital projects for a total of \$2,785,827 in the general fund.
 Inmate Commissary Fund: \$115,445.10
 County Attorney Fine Collection Fund: \$328,436.97
 Conservation Acquisition & Capital Projects Fund: \$744,182.09

RESTRICTED:

General Fund –StoryComm: \$1,652,422.29
 General Supplemental Fund: \$2,267,548.51
 MHDS County Services Fund: \$407,351.14
 Rural Services Fund: \$2,170,096.15 - \$302,790 LOST Assigned
 TIF Fund: \$78,306.98
 Urban Renewal Projects Fund: \$115,228.07
 Secondary Roads Fund: \$5,650,533.96
 Special Law Enforcement Fund: \$82,175.86
 REAP Fund: \$106,521.32
 Employee Wellness Fund: \$666.46
 Recorder’s Records Management: \$67,183.67
 Debt Service Fund: \$2,347.78
 Capital Projects Fund: \$127,428.92
 Capital Projects Sec Rds: \$1,896,300.85
 Capital Projects – TIF Fund: \$537,827.93
 Sheriff Reserve Officers Fund: \$32,352.97
 Friends of Conservation: \$1,138,590.98
 Friends of Animals: \$117,717.82

COMMITTED:

General Fund: \$734,899.36

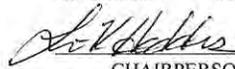
Approved this 20th day of July, 2021


 Chairperson, Board of Supervisors

Attest: 
 County Auditor

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

ALLOWED BY VOTE
 OF BOARD Yea 3 Nay 0 Absent 0

 Above tabulation made by 
 CHAIRPERSON



Story County Planning and Development

Administration Building
900 6th Street, Nevada, Iowa 50201
Ph. 515-382-7245 www.storycountyiaowa.gov

APPROVED

DENIED

Board Member Initials: AKH
Meeting Date: 7-20-21
Follow-up action: _____

MEMORANDUM

DATE: July 20, 2021
TO: Story County Board of Supervisors
FROM: Marcus Amman, Story County Planning and Development Planner
RE: Request for Ames Urban Fringe Plan Amendment for Industrial Subdivision Proposal at 2105 Dayton Avenue

Chuck Winkleblack and Roger Underwood propose to voluntarily annex the properties under the current ownership of TGAF LLC on the west side of Dayton Avenue, and adjacent to the City of Ames' corporate boundaries to the north, south, and east (parcels #05-36-200-210 and 05-36-200-405). A location map is attached to this memo. To the west of the subject property is the Izaak Walton League and an undivided undeveloped 40 acre parcel. To the east is the USDA facility. The subject property is also north of BASF and south of Eagles Loft Daycare, The Eagles Loft Daycare and the USDA facility are located within the city limits.

The purpose of the annexation is to allow for the creation of smaller industrial lots ranging in size from 1 acre to 10 acres. The property is adjacent to the city limits so no other property will need to be annexed. Utilities for the proposed lots are already adjacent to the subject properties. City staff and the applicant indicated that the proposed use of the land is not designed to compete with the Prairie View Industrial area as these proposed lot sizes are much smaller.

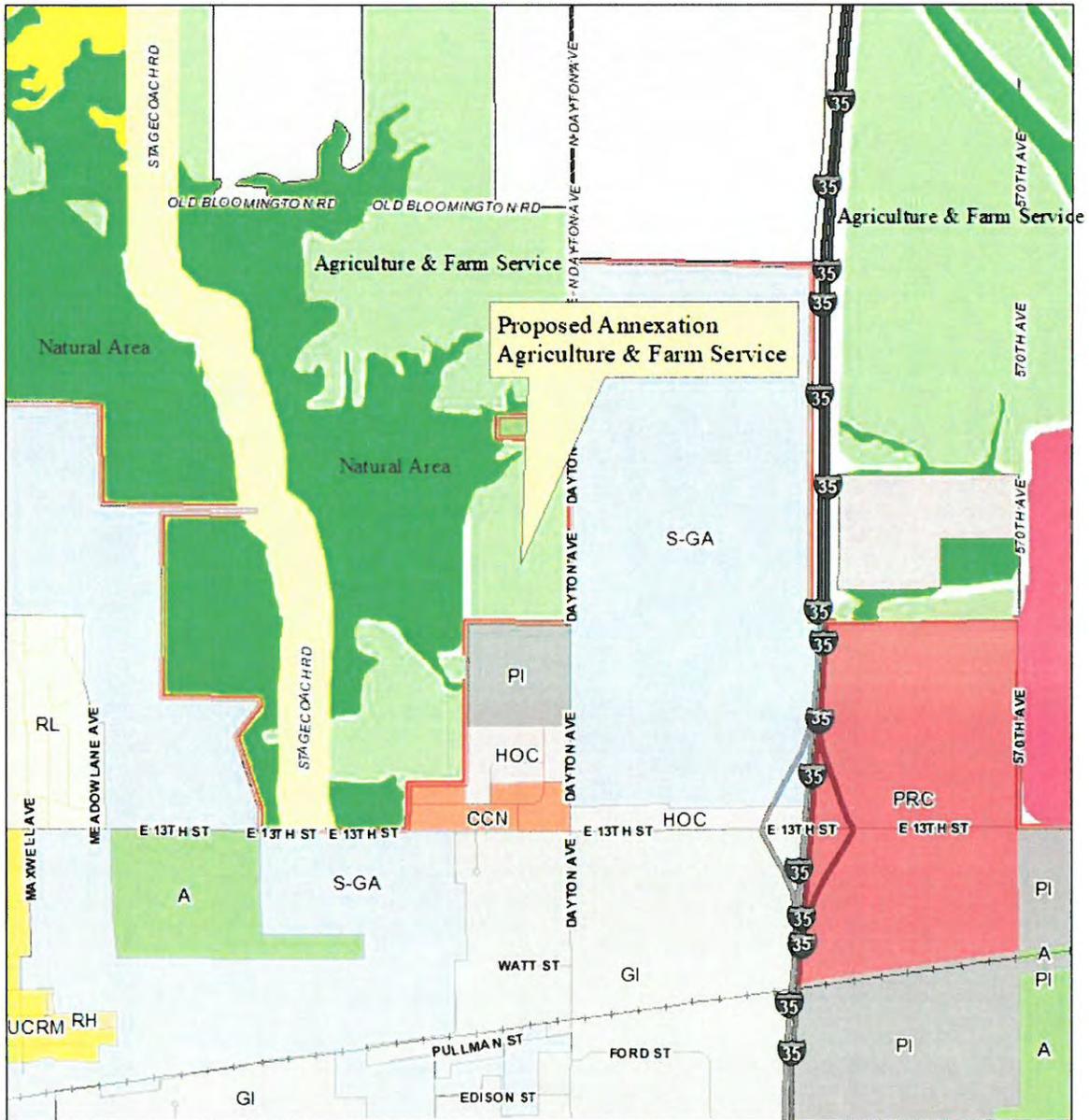
The applicant also requested Tax Increment Financing support for the industrial subdivision from the city. As part of this consideration, the city is undertaking an industrial land need analysis "to determine the current and projected supply of the types of sites the developer envisions for the Dayton location." This analysis is anticipated to be completed this summer. This analysis will also inform the Ames Urban Fringe Plan amendment request and help determine if the amendment to an industrial land use is appropriate and needed.

The proposed area is currently included in City of Ames Plan 2040 as a planned expansion area for the city. It is identified as an infill area due to its adjacency to the city on three sides. The Ames City Council took action to direct staff to emphasize infill areas as preferred growth scenario in the 2040 plan.

The subject property is located in the Ames Urban Fringe, and designated Agricultural and Farm Services in the Rural Service and Agricultural Conservation Area on the Ames Urban Fringe Plan Land Use Framework Map. The Ames Urban Fringe Plan Joint and

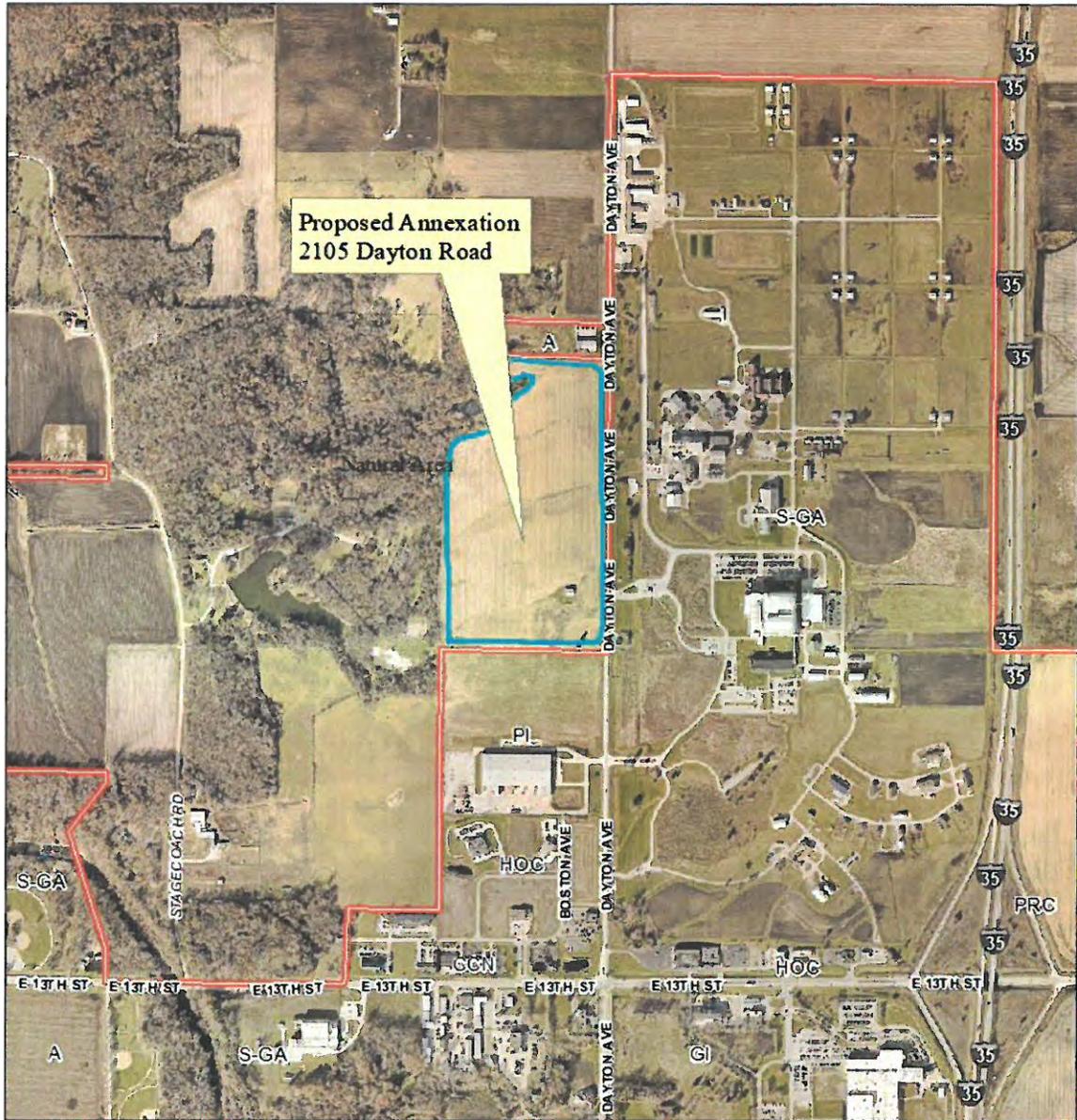
Cooperative Agreement (28E) Section 5.3.4 states that cities shall not review annexation requests until such time the Plan has been amended to designate such property as Urban Service Area. Thus, the applicant has requested a plan amendment. The proposed new designation is Planned Industrial, within the Urban Service Area.

The Ames Urban Fringe Plan 28E Agreement states that all cooperators must agree to allow an application to be submitted for an amendment to the Ames Urban Fringe Plan. Staff recommends the supervisors take action to allow the applicant to submit a full application for an Ames Urban Fringe Plan Amendment to the City of Ames. Staff believes the request has merit as an infill opportunity that is readily serviceable by the city and may also provide a needed land use of smaller industrial lots (to be determined by the needs analysis).



2105 Dayton Avenue Land Use Classification





2105 Dayton Avenue
Land Use Classification



Staff Report

Kd/SLS

**REQUEST FOR FRINGE PLAN AMENDMENT, ANNEXATION, AND TAX
INCREMENT FINANCING PARTNERSHP FOR INDUSTRIAL SUBDIVISION
PROPOSAL AT 2105 DAYTON AVENUE**

May 25, 2021

BACKGROUND:

City Council received a request on April 9th from Chuck Winkleblack and Roger Underwood concerning a discussion with staff on potential industrial development at 2105 Dayton Avenue (Attachment A). City Council referred the request to staff for more information regarding annexation of the land and potential for a tax increment financing (TIF) support of a small industrial subdivision. Note this is the same site that City Council previously directed to be added Ames Plan 2040 for consideration of future annexation. This land is currently included as planned expansion of the City with Ames Plan 2040.

The property is currently owned by TGFA LLC. The land is located north of BASF and south of Eagles Loft Daycare on 73.9 acres of land abutting the Ames city limits in unincorporated Story County along Dayton Avenue. **(See Attachment B – Location Map, Attachment C- Land Use Designation)**. The owner is exploring annexing into the City to develop the property into an industrial subdivision. The subdivision would have lots ranging in various sizes between 1 and 10 acres. This style of industrial subdivision is smaller than the vision Prairie View Industrial area and the owner views the proposed size of lots as meeting a need for businesses that want smaller industrial lots, many of which are becoming more difficult to find in Ames. Although a land needs assessment correlated to all industrial land in the City has not been done, staff agrees there are limited sites remaining in the City for the type of use described by the applicant.

Request #1: Ames Urban Fringe Plan Amendment

Although Plan 2040 indicates support for future expansion at this location, the current Ames Urban Fringe Plan (AUF) is controlling for land use decisions related to the site. The AUF currently designates this land as Agriculture and Farm Service. **Any process for development of the land and annexation would first involve changing the AUF Land Use Class to Urban Service Area and the designation for this property to Planned Industrial**, as the current Agriculture & Farm Service designation is not intended to be annexed into Ames or developed in the county.

Land inside the city limits abutting this site is zoned Planned Industrial (PI) to the south and Government zone (S-GA) designation across Dayton Avenue to the east which

contains the USDA research facilities. Land Use Policy Plan (LUPP) encourages all new industrial to be Planned Industrial but does not absolutely restrict General Industrial land use as an option. The specific zoning designation will depend on the types of businesses planning to locate here once it is annexed and developed.

The City Council should not proceed to support Request #1 if there is no belief that there is a need for the proposed land use at this time and it would be more appropriate to wait for Plan 2040 and a future Ames Urban Fringe Plan update to assess future development options.

Although the City has a substantial amount of undeveloped Planned Industrial land with the Iowa State Research Park and Prairie View Industrial Center, the applicant proposes a different class of uses aimed at smaller general industrial uses. At this time, staff believes there is merit to considering industrial use for this site as the most appropriate use and that it can be readily served by the City.

It should be noted that initiation of AUF amendments will require concurrence by Story County or Gilbert to proceed and also require both entities to eventually approve the changes along with Ames. If these changes are approved, the next step will be for the applicant to propose annexation.

Request #2: Industrial Subdivision with Tax Increment Financing (TIF) Support

The developer has indicated that if annexation occurs, they are interested in pursuing a Tax Increment Financing (TIF) agreement for the proposed industrial subdivision concept. The initial thought is that such a proposal would be modeled after the Ames Community Development Park agreements that facilitated development in the area of Bell Avenue through the City's construction of public infrastructure and the developer's agreement to build certain types of development. Once annexed into the city, an Urban Renewal District would need to be established in order to create a Tax Increment Financing (TIF) District to redirect taxes accordingly. TIF can be used either by the City to pay for infrastructure installed by the City or as a developer "rebate" for expenses incurred for development of a specific project.

The most extensive and long-standing support for small industrial development is the City's Industrial Urban Renewal Area and TIF district known as the Ames Community Development Park located along Bell Avenue. The developer notes that almost all of the land in this area has been developed and more opportunities are needed for similar uses.

The initial phase of Ames Community Development Park was established in 1992 to encourage and facilitate greater industrial job growth on sites in Ames that were not otherwise available in the market. The City had 3 goals in establishing the initial TIF district in 1992 as reasons to support the City's involvement in the development process.

These goals were:

1. Construction of speculative building space.
2. Provide industrial land at lower cost via pre-installed infrastructure.
3. Minimize financial risk to the City of Ames by establishing the TIF.

In order to be fair and not partner with the first developer to request the TIF incentive, in 1992 the City requested proposals for industrial development in response to these goals. At that time, the City received two proposals that were evaluated before selecting the Ames Community Development Park option. Subsequent phases were extensions of the original approved site without seeking new proposals.

The TIF in Ames Community Development Park is used to recover costs for infrastructure installation by the City in support of subdivisions. In years since the initial phase, additional TIF Development Agreements have been approved in conjunction with subsequent phases of Ames Community Development Park. In return for the City's investments there were developer obligations as well. While not an exhaustive list the Development Agreements for all of the phases generally required:

- Minimum building valuation and size
- New speculative building construction timeline and occupancy
- Covenants for property upkeep
- Covenants for building façade design
- Price ceilings on land
- Restricted properties from tax exemptions

Although the land in the current Park is mostly developed, staff believes that further analysis needs to be done to determine the current and projected supply of the types of sites the developer envisions for the Dayton location. If Council is interested in considering this request further, the information provided by the analysis would help inform the Council about need and interests in support of a smaller general industrial subdivision with speculative buildings.

Should the analysis indicate the need for and benefit of these small industrial lots, Staff believes that the City Council should seek proposals for TIF supported development. Should this option be selected, Staff will have to generate criteria upon which to evaluate proposals.

OPTIONS:

1. The City Council can allow for the applicant to apply for a Minor Amendment to Ames Urban Fringe for property located at 2105 Dayton Avenue as an Urban Service Area and a Planned Industrial land use classification, and

Direct staff to proceed with an analysis of the need and benefit for incentivizing another small lot industrial development.

2. The City Council can allow for the applicant to apply for a Minor Amendment to Ames Urban Fringe for property located at 2105 Dayton Avenue as an Urban Service Area and a Planned Industrial land use classification, but take no further action on the request for TIF assistance.
3. The City Council can decide to not move forward with either request.

STAFF COMMENTS:

Due to the length of time for an AUF amendment, staff believes it is appropriate to initiate this step at this time. The developer desires to have the land annexed regardless of the outcome of the TIF subdivision request.

The TIF subdivision request requires further analysis to provide appropriate information for City Council. Staff believes that the completion of this analysis has merit and could be considered by the City Council sometime in the summer of 2021.

Attachment A-Letter

To: Honorable Mayor and City Council

From: Chuck Winkleblack

Date: April 9, 2021

RE: 2105 Dayton Ave

Mayor and council,

The Hunziker Companies represent the owners of the property located at 2105 Dayton Ave. There are approximately 73 acres of land on 2 parcels owned by TGFA LLC. We request that the AUPF be amended and designated for industrial development. Following the AUPF amendment the owners of the land will apply for voluntary annexation into the City of Ames. Upon annexation the owners would make application for the land to be rezoned to (GI) general industrial. The owners understand and are agreeable to sign the waiver to withdraw their application for annexation. City council has already directed staff to add this area as part of the Plan 2040.

The Developers of the TIF district on S. Bell recently signed a contract for the last available lot. That development was just under 40 acres. It took longer than we had hoped it would to fully develop, but it got off to a tough start being completed right at the beginning of the 2008 recession. We would ask the city council to consider setting up a new TIF district for this area for industrial development.

Based on our preliminary design the development would yield 16 lots varying in size from 1 acre to 10 acres. This development will not compete with the new Prairie View park. That development is for larger industrial users. We had a preliminary meeting with city staff to review our concept. The good news is that utilities are stubbed to the lot.

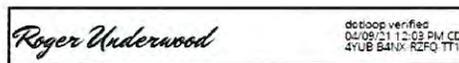
We ask that you refer this request to staff to start the AUPF amendment process.

Thanks in advance for your consideration

Respectfully,



Chuck Winkleblack
General Manager
Hunziker Companies

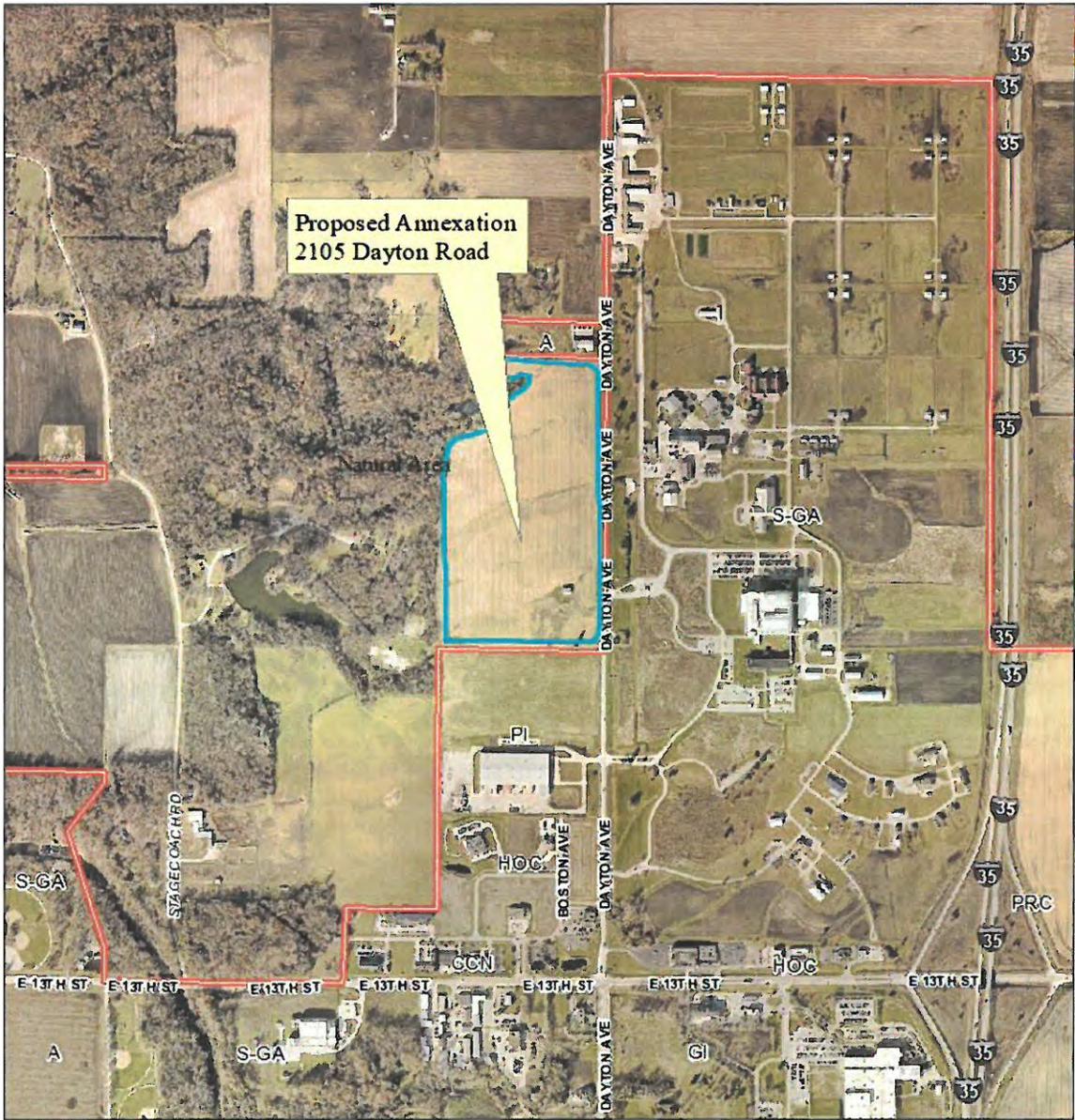


Roger Underwood

Roger Underwood
Owner
TGFA LLC

dc:boop verified
03/09/21 12:03 PM CDT
3YUB 84NX RZPQ TTTL

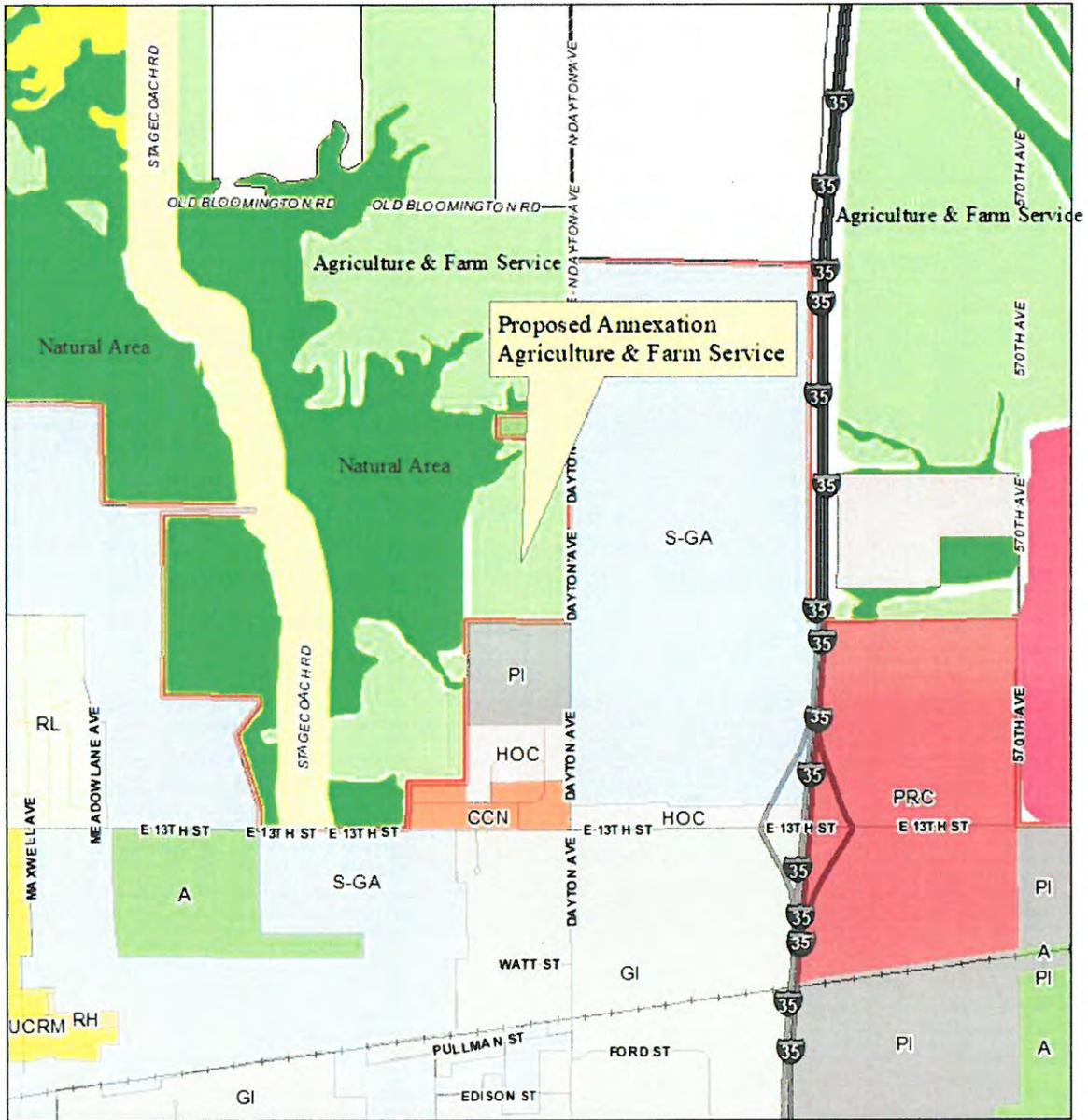
Attachment B- Location Map



2105 Dayton Avenue
Land Use Classification



Attachment C-Land Use Designation



2105 Dayton Avenue
Land Use Classification



Council Member Martin mentioned that he liked the emphasis on the structural modifications to the land that will help in the future. He wanted to know, in the meantime, if the land users would have done this year on their own. Mr. Dunn stated that AgOutcomes handled all the contracts so he is not sure if the farmers would have followed the process or not.

Public input was opened by the Mayor and closed when no one asked to speak.

Moved by Gartin, seconded by Betcher, to adopt RESOLUTION NO. 21-296 approving the Agreement with AgOutcomes, Inc., of Ankeny, Iowa, to purchase the watershed nutrient-reduction credits in the amount not to exceed \$50,000 for the Water Plant.

Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

ORDINANCE ESTABLISHING A NEW PLANNED UNIT DEVELOPMENT (PUD) OVERLAY ZONE WITHIN THE ZONING ORDINANCE ALONG WITH PRIVATE STREET STANDARDS IN THE SUBDIVISION ORDINANCE: Moved by Betcher, seconded by Beatty-Hansen, to pass on second reading an ordinance establishing a new Planned Unit Development (PUD) Overlay Zone within the Zoning Ordinance along with private street standards in the Subdivision Ordinance.

Roll Call Vote: 6-0. Motion declared carried unanimously.

DISPOSITIONS OF COMMUNICATIONS TO COUNCIL: Mayor Haila mentioned that there was one item to discuss tonight: a Staff Report from the Planning and Housing Department regarding the request from Chuck Winkleblack and Roger Underwood for a Fringe Plan Amendment, Annexation, and Tax Increment Financing Partnership for the Industrial Subdivision Proposal at 2105 Dayton Avenue.

City Manager Steve Schainker pointed out that there were two options to the request. A motion can be made to initiate the Amendment to the Ames Urban Fringe Plan (AUFPP). The second part is the tax financing; in order to move forward on the second motion, staff will need to do an analysis.

Moved by Martin, seconded by Betcher, to allow the applicant to apply for a Minor Amendment to the Ames Urban Fringe for property located at 2105 Dayton Avenue as an Urban Service Area and a Planned Industrial land use classification, and to direct staff to proceed with an analysis of the need and benefit for incentivizing another small lot industrial development.

Vote on Motion: 6-0. Motion declared carried unanimously.

COUNCIL COMMENTS: Council Member Gartin stated that he had received correspondence from a citizen by the name of Steve Martin about speeding on the west side of Hyde Avenue. He thought the Council had looked at this area in the past and could provide the old report to Mr. Martin.

Moved by Gartin, seconded by Beatty-Hansen, to direct staff to respond to Mr. Martin's inquiry about speeding on Hyde Avenue with the previous traffic study that was done and provide any updated information as well.

City Manager Steve Schainker stated there had been a previous traffic study in 2018/19 and can provide that Report. Traffic Engineer Damion Pregitzer could give his conclusion to the study with any new information to Mr. Martin.

Vote on Motion: 6-0. Motion declared carried unanimously.

Council Member Gartin stated that the Story County Board of Supervisors is moving forward with a tanning bed ordinance. An email had been sent to the Council from Assistant City Manager Deb Schildroth with additional information regarding tanning beds. He wanted to make the Council was aware of what the Board of Supervisors was looking at and maybe the City of Ames could look at doing the same in the future.

Council Member Betcher stated she was excited about the outcome of the Small Art Grant Program. She mentioned that she had been participating in the National Town and Gown, and during one of the sessions, it was discussed that there were a lot of good things happening in college towns, trying to rebound after COVID.

Council Member Gartin explained that this year, the Ames Patriotic Council made the decision to have the Memorial Day celebration in a virtual format. He encouraged everyone to watch. The guest speaker was a former ISU student who flew as a F16 pilot for 20 years. The event will be on Monday, May 31, 2021, at 11:00 a.m. via Facebook or the Ames Patriotic Council's website.

Mayor Haila stated that on Friday, June 4, 2021, he was invited to give an official greeting to the VFW that are coming to town for its annual convention. It is the VFW's 100th Anniversary.

ADJOURNMENT: Moved by Junk to adjourn the meeting at 9:58 p.m.

Amy L. Colwell, Deputy City Clerk

John A. Haila, Mayor

Diane R. Voss, City Clerk



**STORY COUNTY
BOARD OF SUPERVISORS
LISA HEDDENS
LINDA MURKEN
LATIFAH FAISAL**

Story County Administration
900 Sixth Street
Nevada Iowa 50201
515-382-7200
515-382-7206 (fax)

APPROVED
Board Member Initials: LAH
Meeting Date: 7-20-21
Follow-up action: _____

July 19, 2021

**PROPOSAL TO PROVIDE SUPPORT TO STORY COUNTY SERVICE PROVIDERS
FOR APPLICATIONS FOR FUNDING FROM THE
EMPOWER RURAL IOWA BROADBAND GRANT PROGRAM**

On July 1, 2021 the Office of the Chief Information Officer issued Notice of Funding Availability (NOFA) #006, for the Empower Rural Iowa Broadband Grant Program, making available up to \$97,500,000 for broadband expansion in Iowa. The Application Acceptance Window is from July 1 – July 26, 2021, during which time communication service providers may submit applications for grant funding under the program. This grant round is based on renewed Targeted Service Area determinations published in an updated version of the Statewide Broadband Availability Map V4 as of 7/1/21.

Even prior to the COVID-19 pandemic, Story County was aware of ongoing needs for greater broadband connectivity through the county. Dating back to 2014, when Story County became a Connect Iowa community, we recognized the pivotal role technology plays in how businesses operate, how services are provided, and the degree to which our citizens need reliable internet access. Our Strategic Plan built on that work, stating that we will “Update and expand broadband connectivity needs assessment throughout Story County and explore options for expansion of services.” COVID-19 cemented our commitment and dedication to addressing these needs.

Story County staff have been working with the Greater Des Moines Partnership (GDMP) to assess broadband needs in Story County and through the Central Iowa Region. The OCIO’s map update identifies several significant areas of Story County where broadband falls within the tiers (categorized by download/upload speeds) identified by the Legislature and the OCIO as not being adequate. The results of the GDMP survey also show several underserved areas in Story County.

Four local telephone companies provide internet service through fiber in Story County. All plan to apply to the funding through the Empower Rural Iowa Broadband Grant Program. Details about their plans, and staff’s recommendation for Story County providing matching funds, are shown in the chart below.

Service Provider	Service Area	Approximate # of New Locations	Funding to be requested	Proposed Match: \$500/location, cap of \$30,000
Colo Telephone	Between Nevada and Colo	11	\$100,000	\$5,500
Huxley Communications	Rural Maxwell and Iowa Center	1091	\$5,250,000	\$30,000
Minerva Valley Telephone	Rural McCallsburg	8	\$271,000	\$4,000
Stratford Regional Telephone	Rural Roland, west to Hwy 69, south to 170th	120	\$2,400,000	\$30,000



**STORY COUNTY
BOARD OF SUPERVISORS**

**LISA HEDDENS
LINDA MURKEN
LATIFAH FAISAL**

Story County Administration
900 Sixth Street
Nevada Iowa 50201
515-382-7200
515-382-7206 (fax)

July 19, 2021

Office of the Chief Information Officer of the State of Iowa
200 E. Grand Ave.
Des Moines, IA 50309

RE: Empower Rural Iowa, Emergency Broadband Expansion Grant Program – NOFA #006

Dear Chief Information Officer and Review Committee:

We would like to express our full support of the Empower Rural Iowa, Emergency Broadband Expansion Grant application for Colo Telephone Company's (Colo Telephone) broadband plan for portions of rural Story County. The funding they have requested would help address the lack of adequate broadband Internet access and connectivity in the area. Due to Colo Telephone's long and successful history of providing state-of-the-art broadband service at modern speeds to other rural communities and their strong reputation for customer service and community commitment, we are confident in their capability to enhance broadband service for the residents of rural Story County.

As an underserved area with limited modern Internet services, residents of rural Story County are faced with many challenges, such as limited medical resources and distance barriers between patients, physicians, and facilities. Because of the rural nature of the area, students do not receive equitable broadband resources as compared to those in more urban areas. Rural students may lack the opportunity for research, distance learning, video, and other tools that advanced broadband can deliver.

Even prior to the COVID-19 pandemic, Story County was aware of ongoing needs for greater broadband connectivity through the county. Dating back to 2014, when Story County became a Connect Iowa community, we recognized the pivotal role technology plays in how businesses operate, how services are provided, and the degree to which our citizens need reliable internet access. Our Strategic Plan built on that work, stating that we will "Update and expand broadband connectivity needs assessment throughout Story County and explore options for expansion of services." COVID-19 cemented our commitment and dedication to addressing these needs.

Story County staff have been working with the Greater Des Moines Partnership (GDMP) to assess broadband needs in Story County and through the Central Iowa Region. The OCIO's map update identifies several areas significant areas of Story County where broadband falls within the tiers (categorized by download/upload speeds) identified by the Legislature and the

OCIO as not being adequate. The results of the GDMP survey also show several underserved areas in Story County.

With funding assistance from the Empower Rural Iowa Emergency Broadband Expansion Grant program, and a cash match provided by Story County, Colo Telephone's proposed expansion will enable the residents of rural Story County to overcome geographical distances, empower them through information, and bring the world to their fingertips. Additionally, we feel strongly that this project will enable greater collaboration and teamwork between community service centers, public safety offices, county offices, and municipal offices.

We respectfully ask you to consider Colo Telephone's proposal for their fiber project in rural Story County. It is extremely important that state broadband grant funding be obtained to provide much needed broadband service to this area.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Heddens". The signature is written in a cursive style with a large, stylized initial "L".

Lisa Heddens, Chair



**STORY COUNTY
BOARD OF SUPERVISORS
LISA HEDDENS
LINDA MURKEN
LATIFAH FAISAL**

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515-382-7200
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July 19, 2021

Office of the Chief Information Officer of the State of Iowa
200 E. Grand Ave.
Des Moines, IA 50309

RE: Empower Rural Iowa, Emergency Broadband Expansion Grant Program – NOFA #006

Dear Chief Information Officer and Review Committee:

We would like to express our full support of the Empower Rural Iowa, Emergency Broadband Expansion Grant application for Minerva Valley Telephone Company's (Minerva Valley) broadband plan for portions of rural Story County. The funding they have requested would help address the lack of adequate broadband Internet access and connectivity in the area. Due to Minerva Valley's long and successful history of providing state-of-the-art broadband service at modern speeds to other rural communities and their strong reputation for customer service and community commitment, we are confident in their capability to enhance broadband service for the residents of rural Story County.

As an underserved area with limited modern Internet services, residents of rural Story County are faced with many challenges, such as limited medical resources and distance barriers between patients, physicians, and facilities. Because of the rural nature of the area, students do not receive equitable broadband resources as compared to those in more urban areas. Rural students may lack the opportunity for research, distance learning, video, and other tools that advanced broadband can deliver.

Even prior to the COVID-19 pandemic, Story County was aware of ongoing needs for greater broadband connectivity through the county. Dating back to 2014, when Story County became a Connect Iowa community, we recognized the pivotal role technology plays in how businesses operate, how services are provided, and the degree to which our citizens need reliable internet access. Our Strategic Plan built on that work, stating that we will "Update and expand broadband connectivity needs assessment throughout Story County and explore options for expansion of services." COVID-19 cemented our commitment and dedication to addressing these needs.

Story County staff have been working with the Greater Des Moines Partnership (GDMP) to assess broadband needs in Story County and through the Central Iowa Region. The OCIO's map update identifies several areas significant areas of Story County where broadband falls within the tiers (categorized by download/upload speeds) identified by the Legislature and the

OCIO as not being adequate. The results of the GDMP survey also show several underserved areas in Story County.

With funding assistance from the Empower Rural Iowa Emergency Broadband Expansion Grant program, and a cash match provided by Story County, Minerva Valley's proposed expansion will enable the residents of rural Story County to overcome geographical distances, empower them through information, and bring the world to their fingertips. Additionally, we feel strongly that this project will enable greater collaboration and teamwork between community service centers, public safety offices, county offices and municipal offices.

We respectfully ask you to consider Minerva Valley's proposal for their fiber project in rural Story County. It is extremely important that state broadband grant funding be obtained to provide much needed broadband service to this area.

Sincerely,

A handwritten signature in blue ink that reads "Lisa K Heddens". The signature is written in a cursive style with a large initial "L".

Lisa Heddens, Chair



**STORY COUNTY
BOARD OF SUPERVISORS**

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Nevada Iowa 50201
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July 19, 2021

Office of the Chief Information Officer of the State of Iowa
200 E. Grand Ave.
Des Moines, IA 50309

RE: Empower Rural Iowa, Emergency Broadband Expansion Grant Program – NOFA #006

Dear Chief Information Officer and Review Committee:

We would like to express our full support of the Empower Rural Iowa, Emergency Broadband Expansion Grant application for Stratford Regional Telephone Company's (Stratford Regional) broadband plan for portions of rural Story County. The funding they have requested would help address the lack of adequate broadband Internet access and connectivity in the area. Due to Stratford Regional's long and successful history of providing state-of-the-art broadband service at modern speeds to other rural communities and their strong reputation for customer service and community commitment, we are confident in their capability to enhance broadband service for the residents of rural Story County.

As an underserved area with limited modern Internet services, residents of rural Story County are faced with many challenges, such as limited medical resources and distance barriers between patients, physicians, and facilities. Because of the rural nature of the area, students do not receive equitable broadband resources as compared to those in more urban areas. Rural students may lack the opportunity for research, distance learning, video, and other tools that advanced broadband can deliver.

Even prior to the COVID-19 pandemic, Story County was aware of ongoing needs for greater broadband connectivity through the county. Dating back to 2014, when Story County became a Connect Iowa community, we recognized the pivotal role technology plays in how businesses operate, how services are provided, and the degree to which our citizens need reliable internet access. Our Strategic Plan built on that work, stating that we will "Update and expand broadband connectivity needs assessment throughout Story County and explore options for expansion of services." COVID-19 cemented our commitment and dedication to addressing these needs.

Story County staff have been working with the Greater Des Moines Partnership (GDMP) to assess broadband needs in Story County and through the Central Iowa Region. The OCIO's map update identifies several areas significant areas of Story County where broadband falls within the tiers (categorized by download/upload speeds) identified by the Legislature and the

OCIO as not being adequate. The results of the GDMP survey also show several underserved areas in Story County.

With funding assistance from the Empower Rural Iowa Emergency Broadband Expansion Grant program, and a cash match provided by Story County, Stratford Regional's proposed expansion will enable the residents of rural Story County to overcome geographical distances, empower them through information, and bring the world to their fingertips. Additionally, we feel strongly that this project will enable greater collaboration and teamwork between community service centers, public safety offices, county offices, and municipal offices.

We respectfully ask you to consider Stratford Regional's proposal for their fiber project in rural Story County. It is extremely important that state broadband grant funding be obtained to provide much needed broadband service to this area.

Sincerely,

A handwritten signature in blue ink that reads "Lisa K. Heddens". The signature is written in a cursive style with a large initial "L".

Lisa Heddens, Chair



**STORY COUNTY
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July 19, 2021

Office of the Chief Information Officer of the State of Iowa
200 E. Grand Ave.
Des Moines, IA 50309

RE: Empower Rural Iowa, Emergency Broadband Expansion Grant Program – NOFA #006

Dear Chief Information Officer and Review Committee:

We would like to express our full support of the Empower Rural Iowa, Emergency Broadband Expansion Grant application for Huxley Communications' broadband plan for portions of rural Story County. The funding they have requested would help address the lack of adequate broadband Internet access and connectivity in the area. Due to Huxley Communications' long and successful history of providing state-of-the-art broadband service at modern speeds to other rural communities and their strong reputation for customer service and community commitment, we are confident in their capability to enhance broadband service for the residents of rural Story County.

As an underserved area with limited modern Internet services, residents of rural Story County are faced with many challenges, such as limited medical resources and distance barriers between patients, physicians, and facilities. Because of the rural nature of the area, students do not receive equitable broadband resources as compared to those in more urban areas. Rural students may lack the opportunity for research, distance learning, video, and other tools that advanced broadband can deliver.

Even prior to the COVID-19 pandemic, Story County was aware of ongoing needs for greater broadband connectivity through the county. Dating back to 2014, when Story County became a Connect Iowa community, we recognized the pivotal role technology plays in how businesses operate, how services are provided, and the degree to which our citizens need reliable internet access. Our Strategic Plan built on that work, stating that we will "Update and expand broadband connectivity needs assessment throughout Story County and explore options for expansion of services." COVID-19 cemented our commitment and dedication to addressing these needs.

Story County staff have been working with the Greater Des Moines Partnership (GDMP) to assess broadband needs in Story County and through the Central Iowa Region. The OCIO's map update identifies several areas significant areas of Story County where broadband falls within the tiers (categorized by download/upload speeds) identified by the Legislature and the

OCIO as not being adequate. The results of the GDMP survey also show several underserved areas in Story County.

With funding assistance from the Empower Rural Iowa Emergency Broadband Expansion Grant program, and a cash match provided by Story County, Huxley Communications' proposed expansion will enable the residents of rural Story County to overcome geographical distances, empower them through information, and bring the world to their fingertips. Additionally, we feel strongly that this project will enable greater collaboration and teamwork between community service centers, public safety offices, county offices, and municipal offices.

We respectfully ask you to consider Huxley Communications' proposal for their fiber project in rural Story County. It is extremely important that state broadband grant funding be obtained to provide much needed broadband service to this area.

Sincerely,

A handwritten signature in blue ink that reads "Lisa K. Heddens". The signature is written in a cursive, flowing style.

Lisa Heddens, Chair



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

Road Department
Quarterly Board Report
7-20-2021

Maintenance Work Update:

Our contract rock hauling was completed in May on the east half of the county. We have been working on culvert inspections and found quite a few that needed immediate repairs. Two culverts on S27, one on Lincoln Highway, and one on E23 have been repaired with the assistance of contractors without having to close the highways. We have been working on many other culvert repairs with our own crews. Some of our culverts under our paved system are getting toward the end of their useful life so we plan to increase our culvert repair budget in the future to start addressing these. Our crews have also been busy working on some wood bridge repairs. We have also completed many pavement pothole repairs with our spray patcher and the hot weather has caused more asphalt bleeding than normal. Our pavement marking contractor is still not able to acquire paint due to the shortage but we still might be able to paint some pavements this fall.

Construction Project Updates:

Ten projects planned in 2021:

	<u>Cost</u>	<u>Status</u>
E18 Asphalt Overlay	\$ 1,025,000 - Bonding	Let
550 th Ave. Asphalt Overlay	\$ 148,000	Let
Story City (E15,R61) Asphalt Overlays	\$ 300,000 - FM	Let
E23 Gilbert Asphalt Overlay	\$ 161,000 - FM	Next week
E18 Bridge, Warren 19	\$ 480,183 - Grant	Nearly done
Howard 3 Bridge	\$ 78,000	Done
Collins 32 Bridge	\$ 174,000	Started
Warren 6 Bridge	\$ 63,000	Done
New Albany Culvert	\$ 48,000 - Bonding	Let
Collins 7 Bridge	\$ 131,000 - FM	Let

Construction Project Design:

- 220th St. (13th St.) paving: Our RISE grant application to fund the paving of the first mile of 220th St. east of 580th was approved by the DOT and the Nevada annexation was recently approved. We need to start working with Nevada and Verbio on a funding agreement and we will need to start right-of-way acquisitions soon. I will need to meet with the board to get some guidance on negotiations.
- Timberland Drive paving near Story City started construction last November but did not get completed before winter shut down. The final lift of asphalt was placed this spring and we will be paying for our portion of the project, \$200,000 bond funds in FY22.

Road Use Tax:

Our April road use tax allocation included around \$400,000 in Covid relief funding for roads which will make up for any shortfall due to Covid. Our original estimate for FY21 road use tax revenue was \$4,410,071 but our actual turned out to be \$5,117,058. We will most likely not be able to show any revenue shortfall to qualify for ARPA funding.

FY21 Budget:

Our approved FY21 budget amount was \$9,859,650. Our FY21 expenditures ended up at \$8,462,387. Much of the difference was due to our usual construction carry over situation but we did also have some additional unspent funds due to lower fuel price and usage, cut back on some new rock due to dry conditions, and new equipment availability.

DOT Construction Issues:

- The DOT has closed the loops at the I-35 and Hwy 30 interchange through November for bridge repairs.
- Hwy 65 north of Hwy 30 is currently under construction but one lane should be kept open most of the time throughout the summer.
- Public comment period for S14 bridge over Hwy 30 and for I-35 widening near Huxley. I did comment to the DOT about possibly paving Maple Ave. and 610th Ave. as part of the S14 bridge project but they did not think that this would be possible.

Roland Bridge Project:

The City of Roland opened their new E18 bridge in June. This took the pressure off of our gravel roads in the area and off of the E15 detour that had the damaged bridge.

Bridge Accidents:

We recently had two bridge that were hit by cars that caused structural damage to the bridge. One was on E15 east of Story City and the other was on 640th Ave. near Maxwell. Most of the repairs have been completed on the E15 bridge and we are having a structural review on the 640th bridge to determine what repairs need to be done. We will be working with the drivers insurance companies for the repairs costs.

DD# 8 Tile Damage:

The contractors for the Prairie Valley Subdivision west of Gilbert installed a water line and damaged a 32" district tile. The district tile is fragile so this made the repair difficult and it was close to the E23 pavement. The repair has been completed at the cost of the developer.

Bridge Inspections:

Our FY21 bridge inspections have been completed by WHKS and we received the report in May. The report included some unexpected issues with some of our bridges on our paved routes. Two bridges on S14 south of Nevada had new issues. We are doing some repairs to the north bridge but the south bridge needs to be added to the program for replacement. I have requested a design proposal from our bridge consultant. Another bridge on E18 requires some repairs. We will be able to complete some of the repairs with our crews but the wing repair will require a contractor to drive long sheet pile.

The report also recommended many bridge load posting changes that the board will enact by a resolution. This has been delayed due to load posting sign availability. Many of the new load postings were due to the requirement to rate new truck axle configurations. The resolution may also include board action on some permanent bridge closures that I will be recommending.

Dust Control:

The second application of dust control is scheduled for the week of July 26th.

Engineering Technician:

We have an Engineering Technician position open currently to fill our vacancy.

Story County FY21 Quarterly Report
June 30, 2021

	Original		Amended	Apr-May-June		YTD		Percent of Budget	Amount Remaining
	Annual Budget			Total		Total			
Expenditures:									
Board of Supervisors	\$1,085,365.00		\$1,103,365.00	\$294,561.20		\$1,065,823.80	96.60%	\$37,541.20	
Auditor	\$1,241,495.00		\$1,304,206.00	\$246,504.20		\$1,263,456.66	96.88%	\$40,749.34	
Treasurer	\$913,971.00		\$923,471.00	\$232,979.91		\$897,784.65	97.22%	\$25,686.35	
County Attorney	\$3,117,499.00		\$3,017,499.00	\$735,047.54		\$2,805,620.09	92.98%	\$211,878.91	
Sheriff	\$9,901,391.00		\$10,018,491.00	\$2,721,362.36		\$9,677,564.24	96.60%	\$340,926.76	
Recorder	\$464,161.00		\$487,161.00	\$122,629.43		\$476,990.19	97.91%	\$10,170.81	
Animal Control	\$519,984.00		\$571,084.00	\$129,971.44		\$449,158.30	78.65%	\$121,925.70	
General Betterment (40% L.O.S.T.	\$1,034,313.00		\$1,044,806.00	\$13,115.83		\$993,210.61	95.06%	\$51,595.39	
Engineer	\$9,138,650.00		\$12,835,350.00	\$2,746,182.16		\$9,541,787.12	74.34%	\$3,293,562.88	
Veteran Affairs	\$119,139.00		\$125,539.00	\$31,529.00		\$113,053.90	90.05%	\$12,485.10	
Conservation Board	\$4,711,417.00		\$4,484,047.00	\$932,474.29		\$3,895,076.17	86.87%	\$588,970.83	
Environmental Health	\$343,690.00		\$369,690.00	\$88,849.06		\$330,747.17	89.47%	\$38,942.83	
IRVM	\$327,020.00		\$373,670.00	\$69,716.10		\$355,224.22	95.06%	\$18,445.78	
Community Services	\$416,274.00		\$364,274.00	\$79,066.54		\$301,060.97	82.65%	\$63,213.03	
Community Life	\$98,250.00		\$477,925.00	\$55,506.41		\$86,215.11	87.75%	\$12,034.89	
Human Services Center	\$460,725.00		\$477,925.00	\$134,032.38		\$446,816.78	93.49%	\$31,108.22	
Facilities Management	\$1,503,952.00		\$867,335.00	\$216,912.58		\$808,184.79	93.18%	\$59,150.21	
Information Technology	\$1,278,315.00		\$1,378,715.00	\$299,946.06		\$1,257,935.67	91.24%	\$120,779.33	
Planning & Development	\$328,950.00		\$315,450.00	\$80,700.22		\$297,288.95	94.24%	\$18,161.05	
Justice Center Facilities	\$1,386,265.00		\$1,880,465.00	\$214,939.18		\$1,267,917.25	67.43%	\$612,547.75	
DHS	\$65,200.00		\$65,200.00	\$10,442.18		\$40,836.49	62.63%	\$24,363.51	
Mental Health	\$3,228,316.00		\$2,528,316.00	\$2,102,958.33		\$2,424,107.96	95.88%	\$104,208.04	
Juvenile Court Services	\$100,050.00		\$100,050.00	\$5,099.55		\$20,086.57	20.08%	\$79,963.43	
Countywide Services	\$11,285,100.00		\$14,380,609.00	\$4,100,720.94		\$10,411,592.73	72.40%	\$3,969,016.27	
Total Expenditures:	\$53,069,492.00		\$59,114,968.00	\$15,665,246.89		\$49,227,540.39	83.27%	\$9,887,427.61	
Fund Balance Status:		Restricted-Story Comm	Committed	Assigned	% of exp	YTD	EFB %		
General Basic Fund	\$14,450,094.20	\$1,652,422.00	\$734,899.00	\$2,785,827	81.84%	43.48%			
General Supplemental Fund	\$2,267,548.51			\$250,000	93.91%	38.38%			
County Services MHDS Fund	\$407,351.14				95.88%	16.80%			
Rural Services Fund	\$2,170,096.15			\$336,190	97.47%	42.53%			
TIF Fund	\$78,306.98				84.62%				
Secondary Roads Fund	\$5,650,533.96				85.83%	66.77%			

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Departmental Revenues:	Annual Budget	Amended	YTD		Percent of Budget	Amount Remaining
			Total			
Auditor	\$31,850.00	\$95,975.00	\$88,323.25		92.03%	\$7,651.75
Treasurer	\$1,115,860.00		\$1,118,882.64		100.27%	-\$3,022.64
County Attorney	\$439,000.00	\$411,200.00	\$318,077.76		77.35%	\$93,122.24
Sheriff	\$1,260,180.00	\$1,168,280.00	\$1,064,608.93		91.13%	\$103,671.07
Recorder	\$571,240.00	\$621,240.00	\$641,911.32		103.33%	-\$20,671.32
Animal Control	\$43,900.00		\$30,462.19		69.39%	\$13,437.81
Engineer	\$8,113,570.00		\$9,074,094.96		111.84%	-\$960,524.96
Veteran Affairs	\$10,100.00		\$10,116.00		100.16%	-\$16.00
Conservation Board	\$1,226,600.00	\$1,454,333.00	\$1,331,986.82		91.59%	\$122,346.18
Environmental Health	\$77,130.00		\$57,485.50		74.53%	\$19,644.50
IRVM	\$44,300.00	\$59,300.00	\$58,961.06		99.43%	\$338.94
Community Services	\$1,900.00		\$0.00		0.00%	\$1,900.00
Community Life	\$174,880.00	\$149,880.00	\$150,887.96		100.67%	-\$1,007.96
Facilities Management	\$437,720.00	\$4,300.00	\$4,086.54		95.04%	\$213.46
Information Technology	\$9,600.00		\$9,600.00		100.00%	\$0.00
Planning & Development	\$48,470.00		\$34,501.66		71.18%	\$13,968.34
DHS	\$190,000.00	\$200,000.00	\$202,680.92		101.34%	-\$2,680.92
Mental Health	\$0.00		\$47.21			-\$47.21
Juvenile Court Services	\$0.00		\$0.00			\$0.00
Countywide Services	\$34,256,828.00	\$37,473,567.00	\$37,101,187.91		99.01%	\$372,379.09
Total Revenues:	\$48,053,128.00	51,058,605.00	\$51,297,902.63		100.47%	-\$239,297.63