

The Board of Supervisors met on 9/21/21 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Latifah Faisal, and Linda Murken, with Heddens presiding. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov)).  
**SPECIAL NOTE TO THE PUBLIC:** this meeting is also being offered via Zoom.

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

**EMERGENCY MANAGEMENT QUARTERLY REPORT:** Melissa Spencer, Deputy Director, highlighted items from the submitted written report.

**MINUTES:** 9/14/21 Minutes - Faisal moved, Murken seconded the approval of 9/14/21 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) pay adjustment, effective 9/12/21, in a) Sheriff's Office for Constance Toresdahl @ \$3,198.29/bw, effective 9/26/21, a) Animal Control for Debbie Koepf @ \$19.72/hr; b) Attorney's Office for Ethan Anderson @ \$4,245.23/bw; Connie Davis @ \$23.51/hr; c) Auditor's Office for Kevin Norris @ \$16.80/bw; d) Community Services for Erin Rewerts @ \$3,077.65/bw; e) Facilities Management for Jonathan Eickholt @ \$2,868.99/bw; f) Secondary Roads for Darren Moon @ \$5,455.27/bw; g) Sheriff's Office for Marilyn Mosinski @ \$2,849.65/bw; Adam Packer @ \$2,419.20/bw. Murken moved, Faisal seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

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

1. Adopt-a-Road Application Renewal, effective 1/1/21-12/31/21, for Omega Tau Sigma on Riverside Road from US Highway 69 to R63 (Dayton Avenue)
2. Service Agreement with Nyhart for a full FY21 GASB 75 Actuarial Update for \$4,020.00
3. Road Closure Resolution: #22-13
4. Utility Permit: #22-5912
5. Application and Memorandum of Understanding (MOU) between Story County and the Salvation Army for emergency rent and utility assistance to prevent homelessness in response to the expiration of the eviction moratorium and the negative economic impacts of COVID-19 for \$25,000.00
6. Application from Good Neighbor Emergency Assistance, Inc., for emergency rent and utility assistance to prevent homelessness in response to the expiration of the eviction moratorium and the negative economic impacts of COVID-19 for \$25,000.00 – 2nd Application

Roll call vote. (MCU)

**RESOLUTION #22-22, VACATION OF A UTILITY EASEMENT ON LOT 3 OF NADY SUBDIVISION:** Andrea Wagner, County Planner, Planning and Development, reported on re-holding the public hearing due to the publication issues and legal compliance. Heddens opened the public hearing at 10:15 a.m., and, hearing none, she closed the public hearing at 10:15 a.m. Murken moved, Faisal seconded the approval of Resolution #22-22, Vacation of a Utility Easement on Lot 3 of Nady Subdivision as presented. Roll call vote. (MCU)

**FIRST CONSIDERATION OF ORDINANCE NO. 296, AMENDING CHAPTER 89 – HOME BUSINESSES AND SIGNS, CHAPTER 85.08 – DEFINITIONS, AND 92.10 – REQUIRED PERMITS, OF THE STORY COUNTY LAND DEVELOPMENT REGULATIONS, OF THE STORY COUNTY CODE OF ORDINANCES:** Amelia Schoeneman, Planning and Development Director, reported on the clarifying changes to the ordinance. She reviewed the changes. Schoeneman reported on public outreach, inter-agency review, and comments. Discussion took place. Murken asked about limiting hazardous chemicals and liaising with Emergency Management. Schoeneman stated Environmental Health reviews items also. Schoeneman reported the Planning and Commission recommends approval. Additional discussion took place. Heddens opened the public hearing at 10:59 a.m., and, hearing none, she closed the public hearing at 11:00 a.m. Murken moved, Faisal seconded to remand Ordinance No. 296, Amending Chapter 89-Home Businesses and Signs, Chapter 85.08-Definitions, and 92.10-Required Permits, of the Story County Land Development Regulations, of the Story County Code of Ordinances, back to staff for additional information, and directs staff to Set First Consideration for 10/5/21. Roll call vote. (MCU)

**AMENDMENTS TO THE ECONOMIC DEVELOPMENT PROCESS AND POLICIES:** Leanne Harter, Outreach and Special Projects Manager, reported on background information, and recommends suspending the program for FY23. Discussion took place. Harter stated taxing entities will be sent an official letter of the upcoming process and a notice of the revised policy. Faisal moved, Murken seconded the approval of amendments to the Economic Development Process and Policies as presented. Roll call vote. (MCU)

**VENDOR SELECTION FOR MANAGED PRINT SOLUTION CONTRACT:** Barb Steinback, Information Technology (IT) Director, reported on the process. Three vendors responded to the request for proposals (RFP). She reviewed scoring of responses. The recommendation for selection is Marco. Faisal moved, Murken seconded the approval of selecting Marco as Vendor Selection for Managed Print Solution. Roll call vote. (MCU)

**DISCUSSION ABOUT CENTRAL IOWA COMMUNITY SERVICES (CICS) REGIONAL EMPLOYMENT AND EMPLOYER OF RECORD:** Lisa Heddens reported on background information; Franklin County has expressed interest. All 15 counties in the region are asked to consider. Murken asked about number of employees and counties in the region. Karla Webb, Community Services Director, stated 32 employees in 15 counties. Lisa Markley, Assistant Auditor, reported on the County's role as fiscal agent. Alissa Wignall, Human Resources (HR) Director, stated the request generates numerous questions about benefits. Markley reported the Auditor's Office does not want to be the employer of record due to numerous concerns and unknowns. Discussion took place. Lucy Martin, Auditor, via Zoom chat, stated she is not in favor of Story County taking on this additional burden. Webb reported on items from Regional Board and differences between Story County and Franklin County. Additional discussion took place. Heddens asked if the Board what direction she should request at the upcoming Regional meeting. Murken asked for the following detail: pay schedule, salaries, liability insurance, HR services and support, and IT support. Faisal stated it is mostly policy and procedures. Webb reported other regions are looking into this, with one using contracted services, not an employer of record. Murken added we need more information to respond to the request.

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

Murken moved, Faisal seconded to adjourn at 11:59 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Meeting Agenda  
Administration Building  
900 6th St., Nevada, IA  
9/21/21

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

**To join the zoom meeting by computer, tablet, smartphone:**  
Visit [HTTPS://WWW.ZOOM.US/](https://www.zoom.us/)

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

**To join the meeting by telephone:**  
Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit [WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS](http://WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS)  
for more information on how to participate in meetings of the Story County Board  
of Supervisors.

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:  
This comment period is for the public to address topics on today's agenda
6. AGENCY REPORTS:

- I. Emergency Management Quarterly Report - Melissa Spencer

Department Submitting Auditor

Documents:

EM QTR.PDF

7. CONSIDERATION OF MINUTES:
  - I. 9/14/21 Minutes  
Department Submitting Auditor
8. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

1)pay adjustment, effective 9/12/21, in a)Sheriff's Office for Constance Toresdahl @ \$3,198.29/bw, effective 9/26/21, a)Animal Control for Debbie Koepp @ \$19.72/hr; b) Attorney's Office for Ethan Anderson @ \$4,245.23/bw; Connie Davis @ \$23.51/hr; c) Auditor's Office for Kevin Norris @ \$16.80/bw; d)Community Services for Erin Rewerts @ \$3,077.65/bw; e)Facilities Management for Jonathan Eickholt @ \$2,868.99/bw; f)

Secondary Roads for Darren Moon @ \$5,455.27/bw; g) Sheriff's Office for Marylin Mosinski @ \$2,849.65/bw; Adam Packer @ \$2,419.20/bw

Department Submitting HR

9. CONSENT AGENDA:

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

- I. Consideration Of Adopt-A-Road Application Renewal Effect 1/1/2021-12/31/2021: Omega Tau Sigma On Riverside Road From HWY 69 To R63(Dayton Ave)

Department Submitting Engineer

Documents:

AAR CTR OTS 2021.PDF

- II. Consideration Of Service Agreement With Nyhart For A Full FY21 GASB 75 Actuarial Update For \$4,020.00

Department Submitting Auditor

Documents:

GASB 75 NYHART.PDF

- III. Consideration Of Road Closure Resolution(S): #22-13

Department Submitting Engineer

Documents:

RC 22 13.PDF

- IV. Consideration Of Utility Permit(S): #22-5912

Department Submitting Engineer

Documents:

UT 22 5912.PDF

- V. Consideration Of Application And Memorandum Of Understanding Between Story County And The Salvation Army For Emergency Rent And Utility Assistance To Prevent Homelessness In Response To The Expiration Of The Eviction Moratorium And The Negative Economic Impacts Of COVID-19 - \$25,000

Department Submitting Board of Supervisors

Documents:

SALVATIONARMYMOU.PDF  
SALVATION ARMY.PDF

- VI. Consideration Of Application From Good Neighbor Emergency Assistance, Inc., For Emergency Rent And Utility Assistance To Prevent Homelessness In Response To The Expiration Of The Eviction Moratorium And The Negative Economic Impacts Of COVID-19 - \$25,000 – 2nd Application

Department Submitting Board of Supervisors

Documents:

GOODNEIGHBOR.PDF

10. PUBLIC HEARING ITEMS:

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

Department Submitting Planning and Development

Documents:

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

- II. First Consideration Of Ordinance #296, Amending Chapter 89 – Home Businesses And Signs, Chapter 85.08 – Definitions, And 92.10 – Required Permits, Of The Story County Land Development Regulations, Of The Story County Code Of Ordinances – Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF  
ORDINANCE NO 296.PDF

11. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Amendments To The Economic Development Process And Policies - Leanne Harter

Department Submitting Board of Supervisors

Documents:

9 21 BOS TIF.PDF

- II. Discussion And Consideration Of Vendor Selection For Managed Print Solution Contract - Barb Steinback  
(Confidential)

Department Submitting Information Technology

12. DEPARTMENTAL REPORTS:

13. OTHER REPORTS:

I. Discussion About CICS Regional Employment And Employer Of Record - Lisa Heddens

Department Submitting Board of Supervisors

14. UPCOMING AGENDA ITEMS:

15. PUBLIC FORUM #2:

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

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

17. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

9/21/21

NAME

ADDRESS

Melissa Spencer  
America Schuermann  
Andrea Wign  
Lisa Markley  
Alissa Wignall

SECRET  
SCIENTIA  
P.D  
P.D  
Auditor  
BOS



Keith Morgan, Coordinator

Melissa Spencer, Deputy Coordinator

Board of Supervisors Update

As of September 8, 2021

Response:

On June 24th Emergency Management was contacted by Ames Fire Chief Higgins and notified of a train derailment in Ames along Pullman St. Emergency Management responded by having the banked radios on stand-by should they be needed to assist with multi-jurisdictional communications, the Command and Communications Trailer was deployed to the site, and porta-potties were secured for the site. Additionally, the office assisted with the deployment of the Des Moines Hazmat Team and coordination with the Iowa Department of Natural Resources. Per our Emergency Support Function (ESF) 10 Hazmat plan, the cost of the Des Moines Hazmat response will be paid for out of the Disaster Fund and Ames will be responsible for replacing these funds.

Emergency Management monitored severe storms on July 14th with multiple tornados along the Story and Hamilton County line and heavy rains in the southern 1/3 of the county. There was no significant damage from these storms.

Story County assisted crews responding to a multiple car/truck accident on southbound I -35 on Sept 7th through coordination of the hazmat spill notification.

Preparedness:

Planning

Revision of Emergency Support Function (ESF) 8 Medical and Health has commenced. Updates on current plan were requested from hospitals, public health, dispatch agencies, and first responders. The office is meeting with the new Medical Examiner to discuss her role should there be a mass fatality. One major part of this revision will be the inclusion of the medical surge plan developed with the help of the contractor earlier this year.

The Intern is working with United Way and the Mid-Iowa Community Action (MICA) agency to develop processes to rapidly gather financial donations and use them to meet immediate critical needs or needs that will be unmet by other agencies.

Training

18 new EOC staff members got initial qualification training and can now serve in the EOC. In the next two weeks, refresher training is being offered three times for EOC staff and Story County department heads and elected officials are encouraged to attend so they can gain a better understanding of the role of the EOC and how it will function.

PREVENTION

PREPAREDNESS

RESPONSE

RECOVERY

MITIGATION

Proudly serving the communities of:

Ames - Cambridge - Collins - Colo - Gilbert - Huxley - Kelley - McCallsburg - Maxwell- Nevada
Roland - Sheldahl - Slater - Story City - Story County - Zearing

The Coordinator completed FEMA's Advanced Academy on July 2<sup>nd</sup>, the culmination of four weeks of training on subjects like problem solving, team building, and legal aspects of emergency management.

On July 15<sup>th</sup>, the Coordinator and Intern conducted Incident Command Center (ICC) training for city officials from Zearing and McCallsburg to familiarize them with the roles and functions of an ICC.

### **Exercises**

The Deputy Coordinator participated in a virtual table top exercise (TTX) focused on the transition from response to recovery activities. The exercise confirmed that Story County Emergency Management has integrated most of the concepts discussed into our plans.

The Coordinator participated in three active shooter workshops for healthcare facilities to increase the knowledge and skills needed to respond to this threat. The culmination of these workshops will be a multi-agency table top exercise lead by the Department of Homeland Security. The Mary Greely Medical Center Emergency Manager, Chris Perrin, lead this effort which provided valuable information to the local health care facilities.

There will be a countywide test of the emergency management mass notification system on Sept 13<sup>th</sup> at 1 pm. The test is a part of Preparedness Month and will be used to confirm residents have properly signed up for emergency notifications and to evaluate the system.

### **Operations**

The Command and Communications trailer was put on display at city celebrations in Roland, Colo, and Story City. In Roland and Colo, Story County Public Health used the trailer to offer COVID vaccinations. Emergency preparedness information and the ability to sign-up for the new mass notification system was offered at all locations.

Discussion continue with ISU researchers on the development of a mobile, self-contained, hybrid solar collection system with battery or generator back-up to provide emergency power to critical infrastructure or the general public. Key Cooperative has been brought in as a partner to evaluate how these systems could be used to provide fuel when the electrical grid is down.

Emergency management personnel have been participating in state drought conference calls and visited with Ames Waterworks staff to evaluate the impacts of the drought on their operations. No immediate actions are required at this time beyond continuing to monitor the situation.

Both agency and banked radios have been programmed for use with the permanent system. Further coordination needs to be completed to provide the EMA access to talk groups for surrounding counties and state agencies that are not a part of the Story Comm agreements.

The Iowa Department of Public Health (IDPH) has been providing stockpiles of PPE to schools and health care facilities. The Story County EMA has provide logistical support to two shipments of PPE to agencies within this county.

### **Looking Forward**

-Required revisions of Emergency Support Functions (ESFs) 6 Mass Care, ESF 8 Medical and Health, ESF 10 Hazmat, and ESF 11 Agriculture and Natural Resources will continue.

-Emergency Management personnel will be conducting training with Ames Incident Command Center (ICC) staff to ensure information and resource request will flow quickly and accurately between their ICC and the Story County EOC.

-There will be a refresh of EOC information technology equipment. EOC monitors will be replaced using funds provided to Emergency Management for their participation in an ISU research project. Story County IT is upgrading EOC computers with PCs that did not meet current requirements in other Story County agencies.

-Efforts will be made to re-engage with volunteer organizations to work with them to help them ensure they are ready to provide services during times of disasters.

Permit Number 2007-01  
Road Name Riverside Rd

SPONSOR:

OTS- Omega Tau Sigma  
Name of Sponsor (Organization, Group or Individual)

Iowa State University 1800 Christensen Dr Ames IA 50010  
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Name of Contact Person	Address	Phone #
<u>Vibhuti Oberoi</u>	<u>612 S 16TH ST Unit 24 Ames IA, 50010</u>	<u>(408) 217-4763</u>

Description of the road for which application is being made: \_\_\_\_\_  
Riverside Road from Hwy 69 East to R63 (Dayton Ave)

A sketch noting the location must accompany the application.

Number of miles requested for litter removal 2.0

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 4, 2021, until December 31, 2021.

[Signature] 09/10/2021  
Applicant Date

STORY COUNTY APPROVAL  
[Signature] 9-13-21  
County Engineer Date

[Signature] 9-21-21  
Chair, Story County Board of Supervisors Date

The following tentative dates are for the clean up of our Adopt A Road Project. I know that if the date does not work, an alternate date will be given to the Engineer's Office prior to the clean up.

Spring clean up date April 2, 2021 Fall clean up date October 23, 2021



THE HOWARD E. NYHART COMPANY, INC. ("NYHART")
SERVICE AGREEMENT ("AGREEMENT")

Agreement Between Nyhart, and:

Client Name: Story County
Primary Contact Name: Lucy Martin
Primary Contact Address: 900 6th Street, Nevada, IA 50201
Primary Contact Phone: (515) 382-7210
Primary Contact Fax:
Primary Contact Email: LMartin@storycountyiowa.gov

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this Agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information, except to the extent required by generally accepted professional standards and practices. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

For the fiscal year ending June 30, 2021, Nyhart will provide the following actuarial services:

- Data collection and analysis
Preparation of a comprehensive annual report / actuarial valuation
Disclosures as required by GASB 75

Fees for services provided by Nyhart

Table with 2 columns: Service, Fee. Row: Full GASB 75 actuarial update: \$4,020

If a GASB results breakdown by employee groups is required additional fees will apply. The additional cost will be a 10% of project fee increase for a two group breakdowns plus an additional 1% for each extra group breakdown requested. The additional fee will be limited to 1/3 of the current year's fees.

Client will be invoiced prior to the beginning of the project for 50% of the estimated fees for services outlined above. Once the labor accrued towards completion of the services exceeds 50% of the estimated fees, billing will occur monthly until the completion of the project. Each invoice is due upon receipt. If any invoice remains unpaid for longer than 90 days from the date of the invoice, Nyhart either suspend the provision of the Services until payment is received, or terminate this Agreement with immediate effect. Failure of Nyhart to exercise any remedy set forth above shall not prevent Nyhart from doing so with respect to any future unpaid invoice or taking any other actions available to Nyhart under law.



Please select the method of delivery of your invoice:

- I would like my invoice sent electronically to the primary contact's email address.
- I would like my invoice sent via regular mail to the attention of the primary contact at the address shown on the first page.

For an alternative invoice recipient, please provide their information below. If this section is left blank, we will send the invoice to the primary contact's email address on file or address shown above.

Invoice recipient name \_\_\_\_\_

Invoice recipient email address \_\_\_\_\_

Invoice recipient address \_\_\_\_\_

There will be additional fees for revisions to preliminary or final results that are due to:

- Incorrect information provided to us, typical examples include to material changes to census data, changes to eligibility requirements or employer subsidies. The additional fee will be limited to 1/3 of the current year's fee for this type of revision.
- Changes to actuarial assumptions requested by the client that are expected to need more than four hours of labor to update the results. The additional fee will be based on billed labor in excess of four hours at our current hourly rates.

**Additional services available if requested by Client**

In addition to GASB 75 services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit [www.nyhart.com](http://www.nyhart.com) or contact your Nyhart consultant for more information.

- Health Care Reform financial impact consulting
- Actuarial Value and Minimum Value determination
- Section 105(h) non-discrimination testing
- Iowa 509A actuarial certification
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- What-if Modeling for health plan design and carrier changes
- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- Flex Accounts – FSA, HRA, & HSA consulting and administration

**Relationship of the Parties**

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or

- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered “customary” services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart’s services.

### **Client Responsibilities and Representations**

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

### **Dispute Resolution**

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party’s representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys’ fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

### **Indemnification and Limitation of Liability**

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contributed to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.

Client shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney's fees) which Nyhart may incur by reason of its good faith service delivery to Client.

Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney's fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.

### **Acceptance**

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

#### **Story County**

By:



Printed Name:

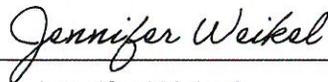
Lisa R Hedders

Date:

9-21-21

#### **Nyhart**

By:



Printed Name:

Jennifer Weikel

Date:

9/15/2021

Closure No. 22-13

Date September 16, 2021

## Resolution

### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 3 Indian Creek Twp on

57th Ave is closed between 290th St and 270th St

Lisa K Heddens  
Chair, Board of Supervisors

Attest: [Signature]  
County Auditor

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

ALLOWED BY VOTE OF THE BOARD	Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
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Lisa K Heddens  
CHAIRPERSON Above tabulation made by [Signature]

## STORY COUNTY UTILITY PERMIT

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 2074 242<sup>nd</sup> St, Marshalltown, IA 50158, 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 electric on secondary route 560<sup>th</sup> Ave. from the east side of the road under \_\_\_\_\_ to the west side a distance of 96 feet.

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 cuttrench.

Date 9-13-21

Consumers Energy

Name of Company (Applicant - Permittee)

641-485-4064

by

Phone no.

Recommended for Approval:

Date 9-14-21

515-382-7355

County Engineer

Phone no.

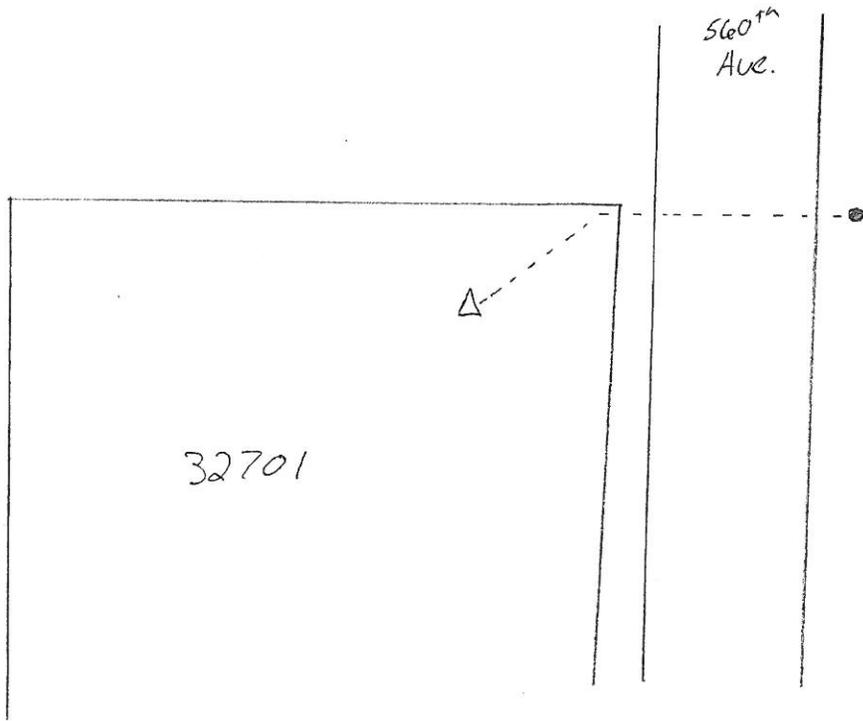
Approved:

Date 9-21-21

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.**



Bore under the roadbed a minimum of 4 foot and install 2 inch Duct containing 7200 volt electric cable.

RECEIVED

SEP 20 2021

STORY COUNTY BOARD OF SUPERVISORS

**Application for Emergency Rent and Utility Assistance to Prevent Homelessness in response to the expiration of the eviction moratorium on July 31, 2021 and the negative economic impacts of COVID-19.**

The Story County Board of Supervisors has allocated \$200,000.00 in emergency funding to be used for rent and utility assistance. Centralized Intake partners (Good Neighbor, The Salvation Army and The Bridge Home) may complete the application below to request funding of up to \$25,000.00 to be used in response to the expiration of the eviction moratorium and the negative economic impacts of COVID-19. A provider may apply for additional funding (*if available*) once 80% of the initial \$25,000.00 award is exhausted. Applications will be accepted through September 30, 2021 or until the allocation has been fully awarded. Any funds awarded through this opportunity must be spent by June 30, 2022.

Funds may be used for rental application fees, deposit, current and/or next month's rent and/or the cost for new utility hook up including any past due utility bills if necessary. Funds may also be used for lodging at a hotel for no more than 30 days. Recognizing the fact that moving is very costly both emotionally and financially, funds may be used to cover past due rent but **only** in situations where it would result in avoiding eviction for a minimum of 30 days.

Payments are required to be paid directly to landlord, property management company or utility provider.

There is a maximum of \$2000.00 per household. Provider should use their existing eligibility guidelines however, any restrictions or limits to clients' ability to access assistance related to reaching their current or previous year's maximum assistance threshold should be waived for the use of this funding.

This completed and signed application and Memorandum of Understanding (attached) must be submitted together. Only applications that include both documents will be approved.

Agency The Salvation Army of Ames & Story County

Name & title of person completing the application: Cari McPartland, Site Administrator

Agency Address: 703 East Lincoln Way

Phone: 515-233-3567 Email: cari.mcpartland@usc.salvationarmy.org

Amount requested: \$25,000.00

Signature (*please use blue ink*): *Cari McPartland*

Return originals to:

Story County Board of Supervisors' Office  
Story County Administration Building  
Attention: Sandra King  
900 6<sup>th</sup> Street  
Nevada, IA 50201  
Email: [sking@storycountyiowa.gov](mailto:sking@storycountyiowa.gov)  
Fax: 515-382-7206

If you submit your application via email or fax please mail the original *as soon as possible*. The original documents are required for audit purposes.

**APPROVED**

**DENIED**

Board Member Initials: *SKH*

Meeting Date: *9-21-21*

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

\_\_\_\_\_

\_\_\_\_\_

## Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into between Story County (hereinafter "County") and The Salvation Army (hereinafter "Provider")

- I. **Purpose:** The purpose of this MOU is to set forth an understanding between the County and the Provider of the terms and conditions under which the County will provide funding to the Provider for **emergency** rent and utility assistance to prevent homelessness in response to the expiration of the eviction moratorium on July 31, 2021 and the negative economic impacts of COVID-19.
- II. **Funding for rent, deposit and utility assistance.** For the prevention of eviction: funds may be used for current and/or next month's rent and past due utilities. If it is not possible to prevent a pending eviction, funds may be used for application fee, deposit and next month's rent and cost for new utility hook up to include past due utility bills if necessary. Funds may be used to cover past due rent **only** in situations where it would result in avoiding eviction for a minimum of 30 days. They may also be used for lodging at a hotel for no more than 30 days. Payments are required to be paid directly to landlord, property management company or utility provider. There is a maximum of \$2000.00 per household.
- III. **Payment Amount and Method:** The maximum amount available under this agreement is \$25,000.00. The Board of Supervisors has allocated a total of \$200,000.00 to be made available by application for Centralized Intake partners to be used for emergency rent and utility assistance. Provider may apply for additional funding (*if available*) once 80% of the initial \$25,000.00 award is exhausted.
- IV. **Eligibility.** Provider is expected to use their existing eligibility guidelines. Any restrictions or limits to clients' ability to access assistance, based on previous year's maximum assistance will be waived for the use of this funding.
- V. **Reporting Requirements.** Provider will submit at least monthly, a report to include each recipient household's size and demographics (age, race, gender, employment status), new or existing client, category of use, amount paid, the payee and a copy of paid receipt or invoice. Monthly reports will be submitted until the award amount has been fully expended.
- VI. **Funding availability.** Applications will be accepted through September 30, 2021 or until fully awarded.
- VII. **Non-delegation:** Provider shall not delegate or subcontract with any third party to provide the services funded through this MOU.
- VIII. **Termination.** This agreement shall remain in full force and effect until the award amount has been fully expended but no later than June 30, 2022. The Story County Board of

Supervisors may terminate this MOU by giving written notice to the Provider at least thirty (30) days before the effective date of such termination. Within thirty (30) days of the effective date of termination, the Provider shall return to the County any unspent funds and/or any funds spent outside the guidelines in section II.

- IX. **Address for Notices or Other Correspondence.** Any notices or other correspondence to the County related to this MOU shall be directed to the address below as follows:

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

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

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

COUNTY:

PROVIDER:

By: *Lisa K Hedders*

By: 

Print Name: *Lisa K Hedders*

Print Name: Bramwell E. Higgins

Secretary

Print Title: *Chair, Board of Supervisors*

Print Title: \_\_\_\_\_

Date: *9-21-21*

Date: *8/31/21*

**Application for Emergency Rent and Utility Assistance to Prevent Homelessness in response to the expiration of the eviction moratorium on and the negative economic impacts of COVID-19.**

The Story County Board of Supervisors has allocated \$200,000.00 in emergency funding to be used for rent and utility assistance. Centralized Intake partners (Good Neighbor, The Salvation Army and The Bridge Home) may complete the application below to request funding of up to \$25,000.00 to be used in response to the expiration of the eviction moratorium and the negative economic impacts of COVID-19. A provider may apply for additional funding (*if available*) once 80% of the initial \$25,000.00 award is exhausted. Applications will be accepted through September 30, 2021 or until the allocation has been fully awarded. Any funds awarded through this opportunity must be spent by June 30, 2022.

Funds may be used for rental application fees, deposit, current and/or next month's rent and/or the cost for new utility hook up including any past due utility bills if necessary. Funds may also be used for lodging at a hotel for no more than 30 days. Recognizing the fact that moving is very costly both emotionally and financially, funds may be used to cover past due rent but only in situations where it would result in avoiding eviction for a minimum of 30 days.

Payments are required to be paid directly to landlord, property management company or utility provider.

There is a maximum of \$2000.00 per household. Provider should use their existing eligibility guidelines however, any restrictions or limits to clients' ability to access assistance related to reaching their current or previous year's maximum assistance threshold should be waived for the use of this funding.

This completed and signed application and Memorandum of Understanding (attached) must be submitted together. Only applications that include both documents will be approved.

Agency Good Neighbor Emergency Assistance, Inc.

Name & title of person completing the application: Lori Allen, Director

Agency Address: 613 Clark Ave, Ames, IA 50010

Phone: 515-296-1449 Email: director@gneia.org

Amount requested: \$ 25,000

Signature (please use blue ink): Lori Allen 9-16-21

Return originals to:

Story County Board of Supervisors' Office  
Story County Administration Building  
Attention: Sandra King  
900 6<sup>th</sup> Street  
Nevada, IA 50201  
Email: [sking@storycountyia.gov](mailto:sking@storycountyia.gov)  
Fax: 515-382-7206

If you submit your application via email or fax please mail the original as soon as possible. The original documents are required for audit purposes.

**APPROVED**

**DENIED**

Board Member Initials: SKY

Meeting Date: 9-21-21

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

\_\_\_\_\_

\_\_\_\_\_

Date range: Aug 01, 2021 to Aug 31, 2021  
Categories: Housing - Rent: Story County Supervisors Homelessness Prevention, Utilities: Story County Supervisors Homelessness Prevention

**Report Summary**

Total Assistance: \$ 25497.91  
Assistance Records: 34

Children (0 - 4) in Assisted Households:	15
Children (5 - 12) in Assisted Households:	21
Children (13 - 17) in Assisted Households:	7
Adults (18 - 29) in Assisted Households:	10
Adult (30 - 64) in Assisted Households:	29
Seniors (65+) in Assisted Households:	1
Other (unknown) in Assisted Households:	1
<b>Total Households Assisted:</b>	<b>28 households with a total of 84 members</b>
New households Assisted:	28 households with a total of 84 members

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

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

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

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

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

WHEREAS, 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 September 14, 2021 to consider and act on the requested utility easement vacation at their September 21, 2021 meeting;

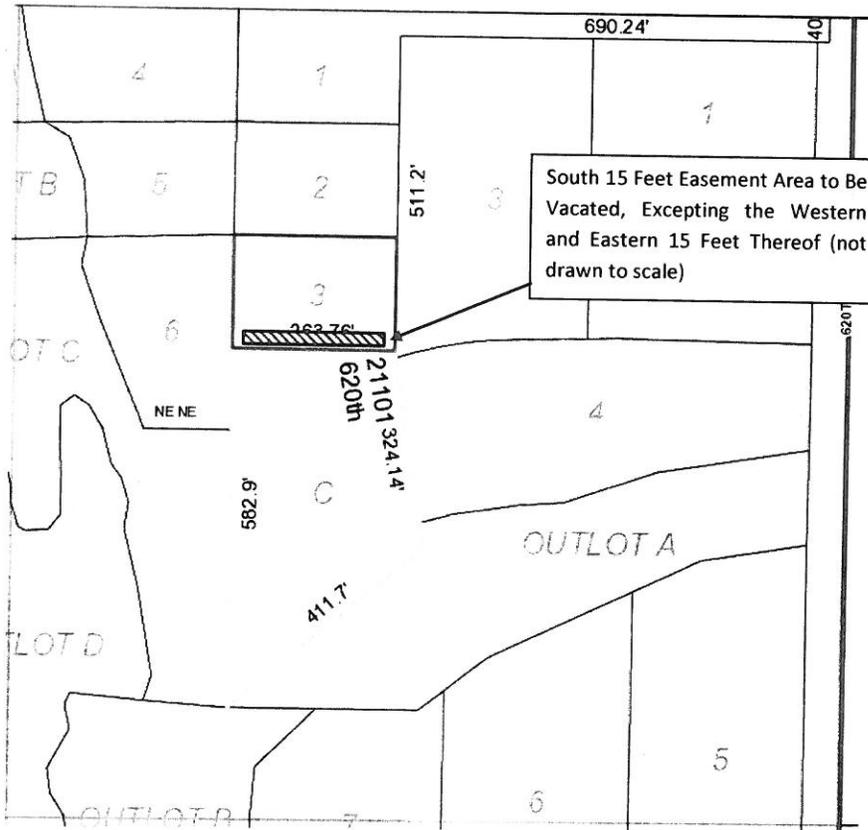
NOW, THEREFORE, BE IT RESOLVED that the requested vacation of the south 15 feet wide utility easement identified here-in, excepting the western and eastern 15 feet thereof, with resolution #22-22 be approved.

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**



**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 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294  
[www.storycountyiaowa.gov](http://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:** September 21, 2021

### **Background of Request and Redoing of Public Hearing**

On July 20, 2021, the Board of Supervisors took action on Resolution 22-03, approving the vacation of a utility easement located on the south 15 feet of Lot 3 in Nady Subdivision. The requested vacation was initiated by the proprietors of Lot 3, Keith and Brenda Hobson (21101 620<sup>th</sup> Avenue).

It came to our attention on August 17<sup>th</sup> that the newspaper printed one of the legal notices regarding the public hearing on July 20<sup>th</sup> in the wrong newspaper (Perry newspaper instead of the Tri-County Times). Due to this, we are redoing the public hearing with the Board of Supervisors and have sent out legal notices to be published in the correct newspapers, following the process set out in 354.22 of the *Code of Iowa*. Redoing the public hearing ensures that said hearing is legally valid. What follows is the original staff report from the July 20<sup>th</sup> meeting, with the exception of the dates of the newspaper publications.

### **Vacation Request**

Keith and Brenda Hobson, 21101 620<sup>th</sup> 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 620<sup>th</sup> 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 620<sup>th</sup> 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





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

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 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 September 2<sup>nd</sup> and another was published on September 16<sup>th</sup> in anticipation of the Board of Supervisors taking action on this request during their September 21<sup>st</sup> 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





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

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.
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 7<sup>th</sup> 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 7<sup>th</sup> 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**





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

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' 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.

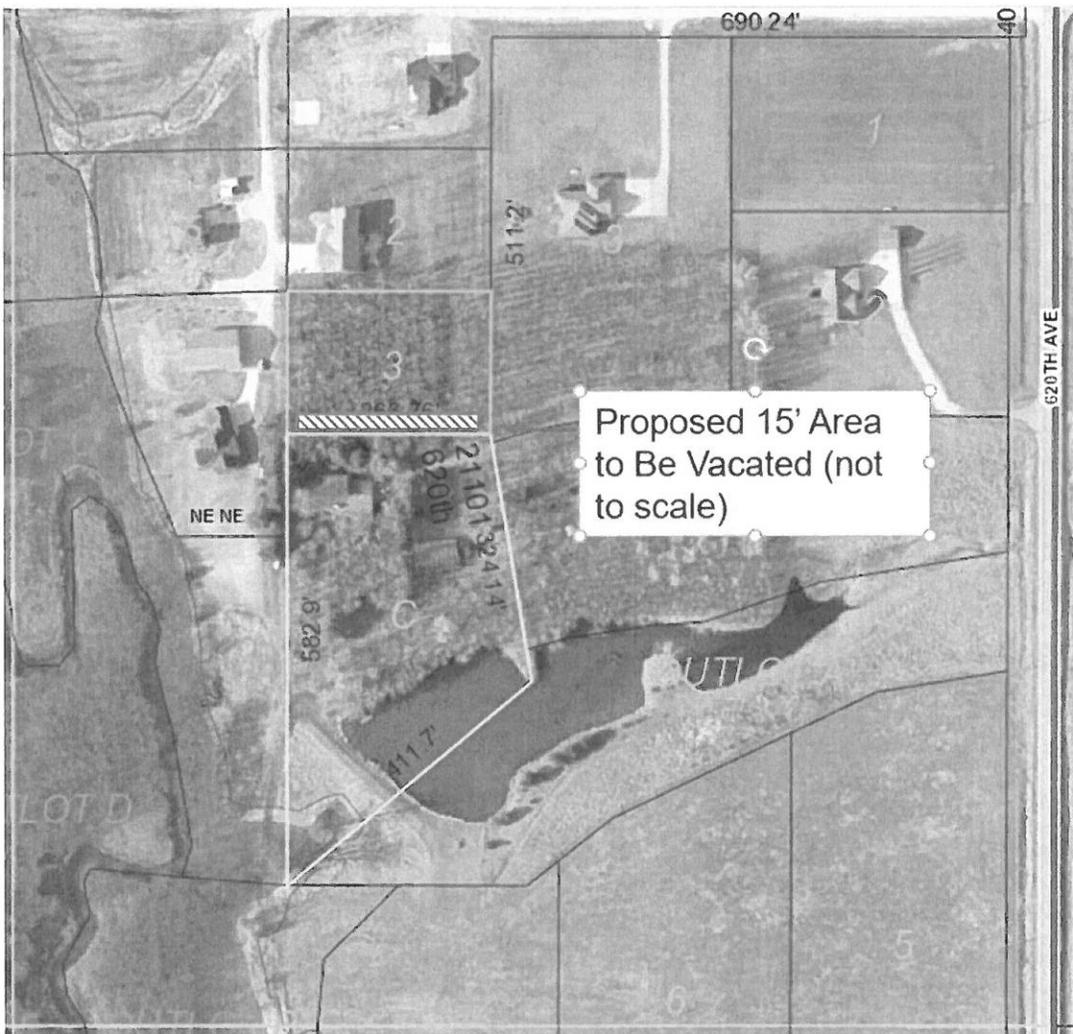




Story County Planning and Development Department  
Ph. 515-382-7245 Fax: 515-382-7294

**ATTACHMENT A**

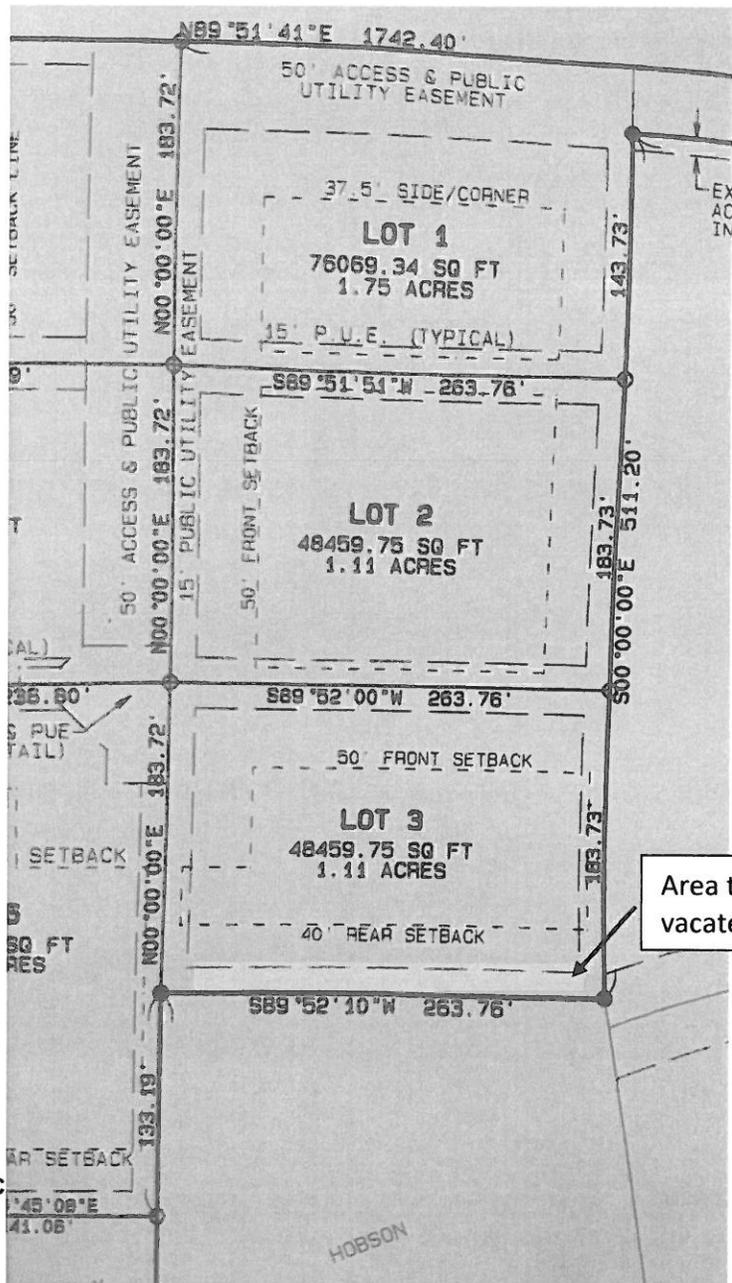
Map of subject property showing easement area





**ATTACHMENT B**

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





Story County Planning and Development  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201  
Ph. 515-382-7245  
[www.storycountyiaowa.gov](http://www.storycountyiaowa.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 5<sup>th</sup> 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.



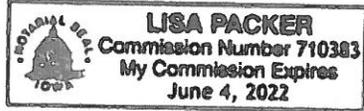
Upon approval of the resolution by the County Board of Supervisors of the proposed vacation of the utility easement as described in this document, and after the resolution and any other related documentation are filed with the Story County Recorder, the vacation shall be binding and in full force.

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

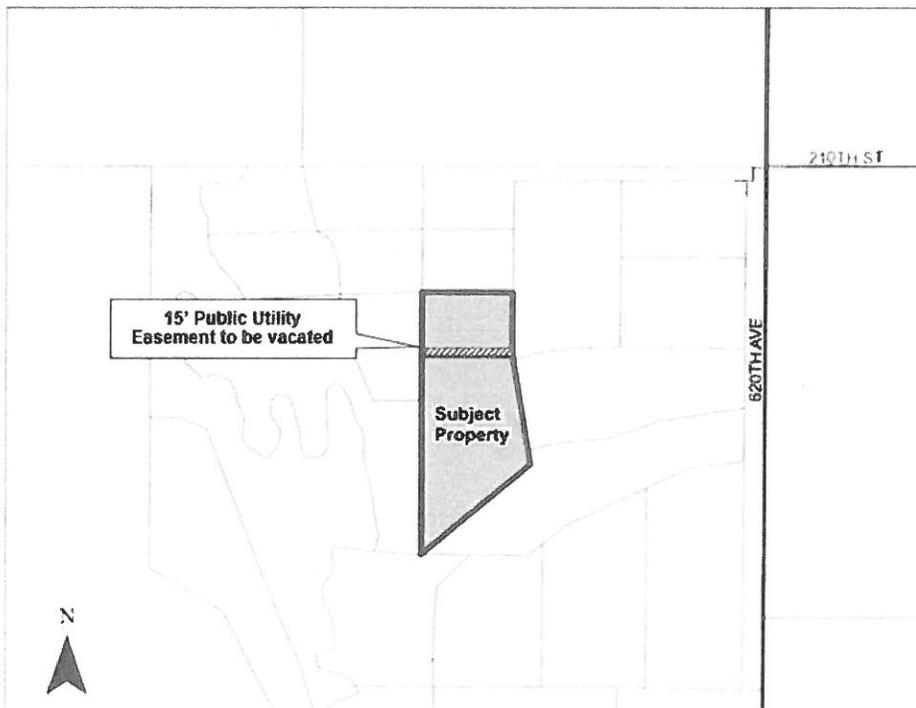
Brenda H. Hobson Date 6-29-21  
Brenda H. Hobson

Lisa Packer Date 06/29/2021

Notary, State of Iowa



License Expiration Date 6/4/2022



RETURN TO:

ORDON D NADY JR  
910 C AVE  
NEVADA IA 50201

Instrument: 2014- 00008865  
Date: Oct 02, 2014 01:53:53P  
Rec Fee: 15.00 E-Com Fee: 1.00  
Aud Fee: .00 Trans Tax: .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)

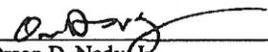
The foregoing right is granted upon the express condition that Grantee or any utility company to whom the right to use this Easement is extended will assume liability for all damages to the above-described real estate created by the failure on the part of the user of this Easement to use due care in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

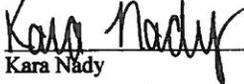
Grantor, her successors and assigns, as the fee simple owner of the above-described real estate, shall not erect or place within the Easement Area any building or other structure or improvement or any trees or landscape plantings, other than grass or comparable ground cover, except with the prior written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

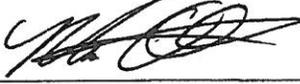
The undersigned spouse of Orson D. Nady, Jr. hereby relinquishes all right of dower, homestead and distributive share, if any, in and to the interest conveyed by this Easement.

Dated this 30<sup>th</sup> day of May, 2013

  
Orson D. Nady Jr.

  
Kara Nady

STATE OF IOWA, STORY COUNTY,  
This instrument was acknowledged before me on the 30<sup>th</sup> day of May, 2013, by Orson D. Nady, Jr. and Kara Nady.

  
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 5<sup>th</sup> 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°46'08"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., 2<sup>nd</sup> 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