

The Board of Supervisors met on 7/5/22 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Linda Murken, and Lisa Heddens, with Faisal presiding. (all audio of meetings available at storycountyiowa.gov).

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

PUBLIC COMMENT #1: Joyce Hornstein, Palestine Township, commented on Wood Creek Subdivision and expressed concerns about erosion control, flood control, wildlife, and water resources. She asked about long-term plans for the area. The Board stated her question will be answered during the item's consideration.

MINUTES: 6/28/22 Minutes. Murken moved, Heddens seconded approval of the Minutes as presented. Roll call vote. (MCU)

CLAIMS: 7/7/22 Claims of \$929,376.88 (run date 7/1/22, 26 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 (\$4,300.00), BooSt School Ready (\$16,432.66), BooSt Early Childhood (\$1,340.15), Emergency Management (\$21,977.74), E911 (\$2,293.54), County Assessor (\$1,855.93), City Assessor (\$22,268.91); and Central Iowa Community Services (\$919,697.27). Heddens moved, Murken seconded approving claims as presented. Motion carried unanimously (MCU) on a roll call vote.

Heddens removed item number #5 for individual consideration. Murken moved, Heddens seconded the approval of Consent Agenda with noted removal.

1. 28E Agreements between Animal Control and the following cities: Cambridge, Collins, Colo, Gilbert, and Maxwell, effective upon signature through 6/30/23
2. FY23 Provider and Program Participation Agreement with the Assault Care Center Extending Shelter and Support (ACCESS), effective 7/1/22-6/30/23: Emergency Shelter (not to exceed \$35,265.00) \$120.00/24-hour period of food and shelter; Domestic Abuse Crisis/Support (not to exceed \$26,964.00) \$102.00/staff hour; Battering-Court Watch (not to exceed \$2,580.00) \$102.00/staff hour; Sexual Abuse/Crisis Support (not to exceed \$6,853.00) \$120.00/staff hour; Education and Awareness (not to exceed \$1,777.00) \$102.00/staff hour
3. Service Agreement between Iowa Games and Sheriff's Office for Law Enforcement Services, effective 7/30/22 for \$65.00/per hour per deputy or \$32.50/per hour per reserve deputy for a minimum of two hours
4. Quarterly Report from the Veterans Affairs Commission
6. Acknowledge Signatures of the Chair and the Auditor on the Iowa Secretary of State Help America Vote Act (HAVA) Cybersecurity Grant Agreement for \$4,125.00
7. Memorandum of Understanding (MOU) between Story County and Stepping Stones Child Development Center, effective 7/5/22-12/31/26
8. Eligibility of American Rescue Plan Act (ARPA) Funds and Authorization to move forward with contract process with The Bridge Home
9. Changing funding source for Administration Building generator project
10. Utility Permit: #22-6386

Roll call vote. (MCU)

5. Resolution #23-02 Extending the Ames Urban Fringe Plan 28E Agreement to 11/7/22 – Board members stated the current plan is being extended to allow adequate response time regarding questions about the proposed revised plan. Heddens moved, Murken seconded approval of item #5 as presented. Roll call vote. MCU

REVISED OPEN RECORDS POLICY (AFTER SEVEN-DAY REVIEW): Sandra King, Director of External Operations and County Services, reported receiving no comments. The revised policy reflects changes to the *Code of Iowa* in Chapter 22. Murken moved, Heddens seconded approving the Revised Open Records Policy as presented, following seven-day review. Motion carried unanimously (MCU) on a roll call vote.

RESOLUTION #23-01, WOOD CREEK RESIDENTIAL PARCEL SUBDIVISION: Andrea Wagner, County Planner, reported the proposed subdivision is adjacent to the City of Huxley and the Iron Bridge subdivision. It falls within the countywide watershed plan. The original proposal included two buildable lots. The final plat is one residential lot and one outlot. A residence cannot be built on an outlot but it can be used for agricultural purposes. The outlot currently has grassland and timber. The resolution by the City of Huxley to approve the subdivision initially failed. It was approved after the change to only one buildable lot. Wagner reported that for the outlot to become buildable, it would first need to be rezoned, and then a new subdivision plat would need to be approved. Amelia Schoeneman, Planning and Development Director, answered questions from the Board about current ownership. Wagner recommended approval of the resolution under Option 1. She listed the Board's options. Faisal asked if livestock is permitted. Wagner said yes. She listed surrounding land uses. Murken reiterated what is required in order for the outlot to become buildable. She spoke about waterways. Heddens moved, Murken seconded approval of Resolution #23-01, Wood Creek Residential Parcel Subdivision as presented. Roll call vote. (MCU)

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All Board members spoke about multiple upcoming items and commitments.

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

Story County Board of Supervisors
Meeting Agenda
Administration Building
900 6th St., Nevada, IA
7/05/22

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

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

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

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. AGENCY REPORTS:
7. CONSIDERATION OF MINUTES:
 - I. 6/28/22 Minutes

Department Submitting	Auditor
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8. CONSIDERATION OF PERSONNEL ACTIONS:
9. CONSIDERATION OF CLAIMS:
 - I. 7/7/22 Claims

Department Submitting	Auditor
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Documents:

CLAIMS 070722.PDF
10. CONSENT AGENDA:
(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on

the motion.)

I. Consideration Of 28E Agreements Between Animal Control And The Following Cities:
Cambridge, Collins, Colo, Gilbert, And Maxwell, Effective Upon Signature-6/30/23

Department Submitting Animal Control

Documents:

28E AGREEMENTS.PDF

II. Consideration Of FY23 Provider And Program Participation Agreement With ACCESS Effective
7/1/22-6/30/23

ACCESS - Emergency Shelter (not to exceed \$35,265.00) \$120/24-hour period of food
and shelter; Domestic Abuse Crisis/Support (not to exceed \$26,964.00) \$102/staff hour;
Battering-Court Watch (not to exceed \$2,580.00) \$102/staff hour; Sexual Abuse/Crisis
Support (not to exceed \$6,853.00) \$120/staff hour; Education and Awareness (not to
exceed \$1,777.00) \$102/staff hour

Department Submitting Board of Supervisors

Documents:

ACCESS CONTRACT FY23.PDF

III. Consideration Of Service Agreement Between Iowa Games And Sheriff's Office For Law
Enforcement Services, Effective 7/30/22 For \$65.00/Per Hour Per Deputy Or \$32.50/Per Hour
Per Reserve Deputy For A Minimum Of Two Hours

Department Submitting Sheriff's Office

Documents:

SERV AGREEMENT BETWEEN IOWA GAMES AND STORY COUNTY
SHERIFF.PDF

IV. Consideration Of Quarterly Report From The Veterans Affairs Commission

Department Submitting Auditor

Documents:

VA COMM QTR.PDF

V. Consideration Of Resolution #23-02 Extending The Ames Urban Fringe Plan 28E Agreement
To 11/7/22

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
RESOLUTION 23 02.PDF

VI. Acknowledge Signatures Of The Chair And The Auditor On The Iowa Secretary Of State HAVA
Cybersecurity Grant Agreement For \$4,125.00

Department Submitting Auditor

Documents:

HAVASTORYCO85.PDF

VII. Consideration Of A Memorandum Of Understanding (MOU) Between Story County And Stepping Stones Child Development Center, Effective 7/5/22-12/31/26

Department Submitting Board of Supervisors

Documents:

MOU FOR STEPPING STONES FINAL.PDF

VIII. Consideration Of Eligibility Of ARPA Funds And Authorization To Move Forward With Contract Process With The Bridge Home

Department Submitting Board of Supervisors

Documents:

TBHACT.PDF

IX. Consideration Of Changing Funding Source For Administration Building Generator Project - Budgeted

Department Submitting Facilities Management

Documents:

GENERATOR FUNDING MEMO.PDF

X. Consideration Of Utility Permit: #22-6386

Department Submitting Engineer

Documents:

UT 22 6386.PDF

11. PUBLIC HEARING ITEMS:

12. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Revised Open Records Policy (After Seven-Day Review) – Sandra King

Department Submitting Board of Supervisors

Documents:

OPEN RECORDS POLICY REVISED 2022.PDF

II. Discussion And Consideration Of Resolution #23-01, Wood Creek Residential Parcel Subdivision - Andrea Wagner

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
APPLICATION MATERIALS.PDF
FINAL PLAT.PDF

RESOLUTION 23 01.PDF

13. DEPARTMENTAL REPORTS:

14. OTHER REPORTS:

15. UPCOMING AGENDA ITEMS:

16. PUBLIC COMMENT #2:

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

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

18. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

7/5/22

NAME

ADDRESS

Greg Pirkopp
Andrea Wagner
Sandra King
Amelia Richardson

Ames Chamber / FDC
P & D
BOS
P.D.

PUBLIC COMMENT #1

Date: July 5, 2022

To: Story County Planning and Development Department and
Story County Board of Supervisors
Administration Building
900 6th St., Nevada, IA 50201

Re: Wood Creek Subdivision Review
Case No. SUB22-000002

The 'Wood Creek' Subdivision is located on both sides of Ballard Creek, which provides a main drainage area for much of the surrounding Huxley area. Ballard Creek empties into the S. Skunk River. Where the development is located, the permanent pasture (mostly flood plain) and trees provide much of the erosion control for the surrounding steep terrain.

Huxley (and surrounding 2 mile area) is the fastest growing area in Story County and presently, much development for housing is taking place. Because of increased development, it is important that the County, Planning and Development, and city of Huxley cooperatively update and review the Watershed Management plan for the Huxley area to protect the wildlife and water resources.

Sincerely, Joyce Hornstein

30501 Doe Circle, Huxley, IA 50124

515-597-2346

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

ANIMAL RESCUE SERVICE CONTRACT

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

1. Purpose:

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

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

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

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

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

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

3. Consideration: (Quarterly billing) (515) 460-0627 cell

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

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

- a. \$50.00 per officer involved, per trip between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.
- b. \$25.00 per trip for investigations (regardless of whether or not an animal is detained), confining an animal, and other services as needed.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding and transportation costs.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding and transportation costs.
- e. \$5.50 per day up to a maximum of seven (7) days per unclaimed exotic animal for boarding and transportation costs.
- f. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock for boarding and transportation costs. Depending on animal size, if a trailer is needed to transport an animal, add an additional \$35.00.
- g. \$15.00 for euthanasia of each unclaimed or unwanted cat not held for seven (7) days, due to sickness, injury or rabies testing.
- h. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for seven (7) days, due to sickness, injury or rabies testing.
- i. \$20.00 for euthanasia of each wild animal species such as opossum, raccoon, etc.
- j. \$5.00 per day for rental of cat box trap.
- k. \$8.00 per day for rental of dog box trap.
- l. \$10.00 per citation issued at the request of said City.
- m. \$10.00 handling/transportation charge for all domestic animals held less than seven (7) days.

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

4. Rescue and removal charges:

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

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

5. Recording requirements:

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

6. Termination:

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

7. Effective date:

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

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2022, and terminating on June 30, 2023. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

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

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

Story County, Iowa 7.5.22
By: [Signature]
Chairperson Date

City of Cambridge
By: [Signature] 06/06/2022
Mayor Date

ATTEST
[Signature] 7.5.22
Auditor Date

[Signature] 06/06/2022
Clerk Date

Story County Animal Control
By: [Signature] 6/27/22
Animal Control Director Date

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

ANIMAL RESCUE SERVICE CONTRACT

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

1. Purpose:

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

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

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

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

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

Check and Initial here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: 515-681-3999.

3. Consideration: (Quarterly billing) *Brett Comegys, Mayor*

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

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

- a. \$50.00 per officer involved, per trip between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.
- b. \$25.00 per trip for investigations (regardless of whether or not an animal is detained), confining an animal, and other services as needed.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding and transportation costs.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding and transportation costs.
- e. \$5.50 per day up to a maximum of seven (7) days per unclaimed exotic animal for boarding and transportation costs.
- f. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock for boarding and transportation costs. Depending on animal size, if a trailer is needed to transport an animal, add an additional \$35.00.
- g. \$15.00 for euthanasia of each unclaimed or unwanted cat not held for seven (7) days, due to sickness, injury or rabies testing.
- h. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for seven (7) days, due to sickness, injury or rabies testing.
- i. \$20.00 for euthanasia of each wild animal species such as opossum, raccoon, etc.
- j. \$5.00 per day for rental of cat box trap.
- k. \$8.00 per day for rental of dog box trap.
- l. \$10.00 per citation issued at the request of said City.
- m. \$10.00 handling/transportation charge for all domestic animals held less than seven (7) days.

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

4. Rescue and removal charges:

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

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

5. Recording requirements:

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

6. Termination:

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

7. Effective date:

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

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2022, and terminating on June 30, 2023. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

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

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

Story County, Iowa

By: [Signature] 7.5-22
Chairperson Date

City of Collins

By: [Signature] 6-9-22
Mayor Date

ATTEST

[Signature] 7.5-22
Auditor Date

[Signature] 6-9-22
Clerk Date

Story County Animal Control

By: [Signature] 6/27/2022
Animal Control Director Date

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

ANIMAL RESCUE SERVICE CONTRACT

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

1. Purpose:

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

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

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

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

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

___ Check and Initial here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: 515-460-4750.

3. Consideration: (Quarterly billing)

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

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

- a. \$50.00 per officer involved, per trip between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.
- b. \$25.00 per trip for investigations (regardless of whether or not an animal is detained), confining an animal, and other services as needed.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding and transportation costs.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding and transportation costs.
- e. \$5.50 per day up to a maximum of seven (7) days per unclaimed exotic animal for boarding and transportation costs.
- f. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock for boarding and transportation costs. Depending on animal size, if a trailer is needed to transport an animal, add an additional \$35.00.
- g. \$15.00 for euthanasia of each unclaimed or unwanted cat not held for seven (7) days, due to sickness, injury or rabies testing.
- h. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for seven (7) days, due to sickness, injury or rabies testing.
- i. \$20.00 for euthanasia of each wild animal species such as opossum, raccoon, etc.
- j. \$5.00 per day for rental of cat box trap.
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- l. \$10.00 per citation issued at the request of said City.
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n. At the discretion of said City and Animal Control, an animal may be held and boarded for less than a minimum seven (7) days if the animal is:
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4. Rescue and removal charges:

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

5. Recording requirements:

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

6. Termination:

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

7. Effective date:

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

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2022, and terminating on June 30, 2023. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

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

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

Story County, Iowa
By: [Signature] 7.5.22
Chairperson Date

City of Colo
By: [Signature] 6/16/22
Mayor Date

ATTEST
[Signature] 7.5.22
Auditor Date

[Signature] 6/16/22
Clerk Date

Story County Animal Control
By: [Signature] 6/10/22
Animal Control Director Date

Resolution 2022-06-01

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

ANIMAL RESCUE SERVICE CONTRACT

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

1. Purpose:

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

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

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- e. Investigation and disposition of rabid, sick or injured animals.
- f. Supervision of quarantine procedures and rabies testing.
- g. Collection and impounding of City trapped cats.
- h. Arrange for emergency veterinary care or provision of first-aid treatment.
- i. Provision of humane euthanasia of unclaimed cats and dogs pursuant to Iowa Code 351.37.
- j. Rescue of animals in unusual or emergency circumstances (i.e. flood waters, fire, etc., with permission from appropriate City Official).
- k. One letter sent to resident of said City when requested by said City and only after prior attempts at resolution by City.

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

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

SS Check and Initial here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: (515) 231-5307.

3. Consideration: (Quarterly billing)

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

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

- a. \$50.00 per officer involved, per trip between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.
- b. \$25.00 per trip for investigations (regardless of whether or not an animal is detained), confining an animal, and other services as needed.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding and transportation costs.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding and transportation costs.
- e. \$5.50 per day up to a maximum of seven (7) days per unclaimed exotic animal for boarding and transportation costs.
- f. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock for boarding and transportation costs. Depending on animal size, if a trailer is needed to transport an animal, add an additional \$35.00.
- g. \$15.00 for euthanasia of each unclaimed or unwanted cat not held for seven (7) days, due to sickness, injury or rabies testing.
- h. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for seven (7) days, due to sickness, injury or rabies testing.
- i. \$20.00 for euthanasia of each wild animal species such as opossum, raccoon, etc.
- j. \$5.00 per day for rental of cat box trap.
- k. \$8.00 per day for rental of dog box trap.
- l. \$10.00 per citation issued at the request of said City.
- m. \$10.00 handling/transportation charge for all domestic animals held less than seven (7) days.

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

4. Rescue and removal charges:

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

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

5. Recording requirements:

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

6. Termination:

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

7. Effective date:

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

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2022, and terminating on June 30, 2023. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

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

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

Story County, Iowa 7.5.22
By: [Signature]
Chairperson Date

City of Gilbert
By: [Signature] 06 June 22
Mayor Date

ATTEST
[Signature] 7.5.22
Auditor Date

[Signature] 6-6-2022
Clerk Date

Story County Animal Control
By: [Signature] 6-21-22
Animal Control Director Date



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

ANIMAL RESCUE SERVICE CONTRACT

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

1. Purpose:

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

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

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

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

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

JK Check and Initial here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: 515-215-0153.

3. Consideration: (Quarterly billing)

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

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

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

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

4. Rescue and removal charges:

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

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

5. Recording requirements:

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

6. Termination:

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

7. Effective date:

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

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2022, and terminating on June 30, 2023. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

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

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

Story County, Iowa 7.5.22
By: _____
Chairperson Date

City of Maxwell
By: _____ 6-23-2022
Mayor Date

ATTEST
[Signature] 7.5.22
Auditor Date

[Signature] 6-23-2022
Clerk Date

Story County Animal Control
[Signature] 6-27-22
Animal Control Director Date

RECEIVED

JUN 13 2022

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2022 is by and between **Story County** and **ACCESS** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

**SECTION 1
Definitions**

Co-payment: The amount which may be charged to Story County Individual at the time services are rendered.

Subcontract: The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

**SECTION 2
Duties of Provider**

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story

County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

Section 2.2 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

SECTION 3

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

Section 3.3 Compensation to Provider. Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Story County and Provider. The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

SECTION 6

Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

Section 6.2 Reports from State Authority or Agency. The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

Section 6.3 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.4 Equal Opportunity Employer. Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

Section 7.1 Term. The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

Section 7.2 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by Story County. Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.4 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Information to Story County Individuals. Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

Section 7.6 Nonrenewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

SECTION 8

Amendments

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 8.2 Regulatory Amendment. Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 9

Other Terms and Conditions

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

Section 9.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

Section 9.4 Entire Agreement. This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

Section 9.5 Rights of Provider and Story County. Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

Section 9.8 Notices to Story County. Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

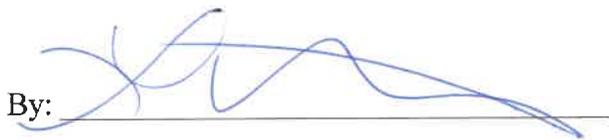
Section 9.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Attention: _____

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: LATIFAH FAISAL

Print Name: Annie Randolph

Print Title: Story County Board of Supervisors

Print Title: Interim Executive Director

Date: 7.5.22

Date: 6/23/22

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2023**

Service Description	Unit of Service	Rate
Emergency Shelter Not to Exceed \$35,265	1 24 hour Period of Food and Shelter	\$120.00
Domestic Abuse Crisis/Support Not to Exceed \$26,964	1 Staff Hour	\$102.00
Battering-Court Watch Not to Exceed \$2,580	1 Staff Hour	\$102.00
Sexual Abuse/Crisis Support Not to Exceed \$6,853	1 Staff Hour	\$120.00
Education and Awareness Not to Exceed \$1,777	1 Staff Hour	\$102.00

**STORY COUNTY SHERIFF
SERVICE AGREEMENT
22-05**

The following agreement is intended to be the sole and only agreement between the parties and supersedes all other agreements. All terms and conditions are in their customary usage and any additional definitions of terms or conditions are stated in this agreement.

Definitions:

The Agreement is this four page agreement identified by the numerical designation and any and all attachments reference.

Story County Sheriff, hereinafter (the "Service Provider") agrees to provide the services as listed in this agreement.

The Iowa Games, hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

The Parties, refers to the "Service Provider" and the "Contractor".

Additional Terms, if none then state "none":

None

Terms

Service Provider:
Story County Sheriff's Office
1315 South B Avenue
Nevada, IA 50201
515-382-7457

Contractor Address:
Iowa Games
1421 S. Bell #104
Ames, IA 50010
888-777-8881 ext. 701

I Description of Services

The Service Provider shall provide the services of law enforcement during the times and days specified at the location(s) indicated. These services include, but are not limited to, armed deputies in marked patrol vehicles and dispatch services including 911 emergency. Specific instructions for services shall be included in division II for "Additional Services". This agreement should be considered as in addition to the law enforcement responsibilities of the Story County Sheriff for geographic area of Story County. However, this agreement shall not supplant or subordinate the law enforcement and public safety duties and responsibilities of the Story County Sheriff's Office and this agreement shall at all times remain subordinate to the duties, responsibilities and discretion of the Sheriff, his deputies, agents and employees under all circumstances.

II Additional Services

List the specific additional services requested by the Contractor. Include any specific instructions to the Service Provider from the Contractor which are to be made a part of this agreement. (Refer to attachments here and staple attachments to back.)

1. 2 Full-Time Deputies

- One deputy at start (near Cambridge cemetery)
- One deputy at turn around (close to HWY 30)

III Times and location(s)

The Contractor requires the services of the Service Provider at the following location:
(For more than one location list in section C and make attachments as necessary.)

Location: 580th Ave between Cambridge and Hwy 30
Time: 1245 – 1515hrs

A. If the services is to continue for an indefinite period complete this section only.

State date of service:

Day Month Year

B. If the service is to be for a single date complete this section only.

Date of service:

30th **July** **2022**
Day Month Year

C. If the service is for more than one date or is to continue on different dates at different locations use the chart below.

Start date of service:

Day Month Year

Chart

Days

Times

Monday	_____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Tuesday	_____	_____ a.m. to _____ a.m. and _____ p.m. to _____ a.m.
Wednesday	_____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Thursday	_____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Friday	_____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Saturday	_____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Sunday	_____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.

Additional Locations:

Address:
City/rural:

(If necessary attach additional descriptions)

IV Duration of Agreement

This agreement shall be in effect for the period(s) stated in section III. For continuing agreements it shall remain in effect until terminated in accordance with the section VII of this agreement.

V Fees

The Contractor agrees to pay:

Sixty five dollars (\$65.00) per hour for a minimum of two (2) hours for the Story County Sheriff, and each Story County Deputy Sheriff, Senior Reserve Deputy, Dispatcher, Detention Officer, Diver (dive team members are required to work in a team of four) and civilian employees.

Thirty two dollars and 50 cents (\$32.50) per hours for a minimum of two (2) hours/for each Story County Sheriff's Reserve (Reserves are required to work in pairs unless authorized by the Sheriff or designee).

VI Payment

Contractor agrees to pay for ___ one time/or multiple event in advance; or pay on a XX as invoiced by the Story County Sheriff. (Check which payment)

VII Changes or Termination during the Agreement

The parties recognize that the business of law enforcement and private interest may change. The Contractor understands that public protection or economic demands may require the Service Provider to focus resources in other areas. The Service Provider recognizes that private business may develop other needs or demands. This understanding is to ensure both parties have the ability to amend or terminate the agreement before the expiration date. The parties may amend the agreement only in writing signed by both the Contractor and the Service Provider. Termination of the agreement shall be written notice. An agreement for single or multiple events where payment has been made in advance requires ___ days notice for a full refund. All other agreements require thirty (30) days notice. During the thirty day period the parties agree to perform their respective obligations unless otherwise agreed in writing. The foregoing requirements for amendment or termination shall not apply when, in the sole discretion of the Sheriff, his deputies, agents and employees; the duties and responsibilities of the Sheriff's Office to protect and promote public safety and law enforcement require that the resources and personnel for the Sheriff's Office be redirected away from Contractor's event or venue to respond to emergency or urgent calls for assistance by any person or entity other than the Contractor. In the event that personnel or resources of the Sheriff's Office are redirected to respond to an emergency or urgent call away from Contractor's venue, or if circumstances require additional resources/personnel to maintain order and safety at the venue covered by this agreement, the parties will later endeavor to negotiate a fair and reasonable accommodation which may include but is not necessarily limited to refund of any prepaid services not delivered by the Service Provider, or additional payment from the contractor.

VIII Confidentiality

It is necessary that the Contractor understand when contracting with a public entity that The contract is public information and will be produced when requested as required by law. The Contractor should be mindful of the public's right to know.

IX Liability

The Parties shall maintain insurance during this agreement. Each party will be Responsible for their respective acts. The Service Provider, its employees or Agents shall not be responsible for any special, incidental or consequential Damages to the Contractor while acting in performance of this agreement.

X Acts of God and Acts of Others

The Service Provider is not responsible in the event of a natural disasters, or acts of civil unrest, or acts of Contractors employees, agents or third persons which prevent Service Provider from performing as expected or originally intended under this agreement.

XI Hazards

Contractor shall have a duty to inform the Service Provider of any known hazards, either natural or manmade, which may pose a danger to an employee or agent of the Service Provider, that exist upon or appurtenant to any property owned or leased by the Contractor. This shall be a continuing duty for the Contractor.

XII Inconsistent Terms

The Contractor by this agreement has attempted to reduce the chance for misunderstanding by the inclusion of all terms. The Contractor and the Service Provider agree to resolve any dispute in a manner using common English usage of the term(s) in dispute.

XIII Representative

The Contractor designates Katie Kramer as their representative and contact for this agreement with the following address and phone numbers listed below. The Service Provider requires twenty-four (24 hr(s) contact information from the Contractor and agrees to supply the same twenty-four (24 hr(s) contact to the Contractor.

Service Provider Representative

Contractor Representative

Lt. Gary Backous
515-382-7457

Katie Kramer
888-777-8881 x 701 (O)

Address:

Story County Sheriff
1315 South B Avenue
Nevada, IA 50201
515-382-7457
gbackous@storycountyiowa.gov

Iowa Games
1421 S. Bell Ave #104
Ames, IA 50010
515-292-3251
katie.kramer@iowagames.org

Billing Address:

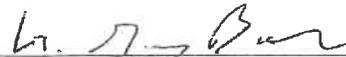
Contact Person: Same as above.
Contractor Billing Address: Same as above

Make payment payable to: **Story County Treasurer**

Mail Payments to: **Story County Sheriff's Office
1315 South B Avenue
Nevada, IA 50201**

Service Agreement Signatures

Service Provider


Authorized Representative

Lieutenant, Support Services
Title

6/27/2022
Date

Contractor


Authorized Representative

Director of Sports and Competitions
Title

6/27/2022
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 7/5/2022


Board of Supervisors


Attest: Story County Auditor

(Staple attachments to back)



**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.storycountyia.gov
veteransaffairs@storycountyia.gov

REPORT OF VETERANS AFFAIRS COMMISSION

STATE OF IOWA,
STORY COUNTY

We, the undersigned, members of Story County Veterans Affairs Commission, hereby certify that the following is a correct statement of the claim number, assistance and amount of assistance given to persons entitled to relief under **Chapter 35B.10**.

Disbursement-inspection of records of the Code of Iowa, for the fourth **Quarter FY 21/ 22: April 1, 2022 – June 30, 2022.**

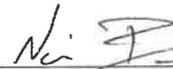
STORY CO. VA CLAIM #	ASSISTANCE	AMOUNT
N/A	N/A	0
N/A	N/A	0
	Total	Zero



Brett McLain, Director



Monty Woodward, Chairman



Nicolas Briseno, Vice Chairman

Luke Vance, Secretary

Amy Rosenberg, Member



Beth Hartmann, Member



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

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

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Amelia Schoeneman, Planning and Development Director
RE: Resolution No. 23-02 Extending the Ames Urban Fringe Plan 28E Agreement to November 7, 2022
DATE: July 5, 2022

Planning and Development staff have been working with the cities of Ames and Gilbert to update and renew the Ames Urban Fringe Plan. A component of the Plan is a 28E agreement that binds the cooperators to the Plan's policies. The agreement was originally adopted July 11, 2011, and was effective for five years after the date of adoption with automatic renewal for an additional five years. The Board of Supervisors and other cooperators' city councils previously renewed the 28E for an additional year and extended its expiration to July 11, 2022, to allow additional time to complete the Plan renewal and amendment process.

Staff's current efforts on the Plan renewal and amendment began in early 2022. A draft Plan was made available for public input in May. Three public meetings were held in addition to an online mapping comment tool and comment form. Public input closed June 14. Review of public input is ongoing and it is anticipated a final draft will be available later this summer. Next steps include County staff bringing comments and recommendations on a final draft to the Planning and Zoning Commission and Board of Supervisors for direction. Staff will forward the comments and Board of Supervisors' recommendations to the other cooperators for action and draft a final plan. Public hearings with the cooperator's planning and zoning commissions and councils or boards would then occur to adopt the final plan.

The City of Ames acted to extend the 28E agreement until November 7, 2022, at their June 28, 2022, meeting. They are also acted to ask the other cooperators to also extend the agreement. The City of Gilbert is anticipated to take action to extend the agreement at their July 11, 2022, meeting.

Staff recommends the Board of Supervisors act to approve the extension request.



PLEASE RECYCLE



Iowa Secretary of State HAVA Cybersecurity Grant Agreement

County Name:	Story
Secretary of State Contract Number:	
Grant Award Amount:	\$4,125.00
CFDA Number:	90.404
County DUNS Number:	050813112

1. **Parties:** This agreement is between Story County, Iowa (hereinafter referred to as the County) and the Iowa Secretary of State.
2. **Purpose:** Pursuant to the Help America Vote Act, the Iowa Secretary of State's Office has received funding via the Election Assistance Commission (hereinafter referred to as the "EAC") address cybersecurity threats. The County has applied for and been awarded grant funds, not to exceed \$10,000, for the purpose of preventing, preparing for, and responding to cybersecurity threats to elections.
3. **Grant Period:** The performance period for the grant-funded activities begins upon execution of this agreement by both parties.
4. **Records:** The County shall maintain a proper accounting system in accordance with generally accepted accounting standards, including books, records, documents and other evidence pertaining to all costs and expenses for which funds are expended. The County shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Agreement and shall maintain these materials for a period of (5) years from the date the County submits their final report to the Secretary of State or until January 1, 2026, whichever is later.

The County acknowledges that all funds received under this agreement are subject to audit and that access to records related to grant project expenditures shall be made available to the Secretary of State, Auditors of State or their representatives, or representatives of the Federal Election Assistance Commission or the Comptroller General, for purposes of examination and/or audit of the project. The County will comply with requirements outlined in 2 CFR 200.

5. **Reporting Requirement:** The County shall provide a final expenditure report to the Secretary, on a form prescribed by the Secretary, upon request from the Secretary.

6. **Compliance with Laws:** The County agrees that it will comply with all applicable Federal, State, and Local laws, regulations or directives in conducting project activities, and certifies that use of the grant funds will be consistent with the requirements of the following Federal laws:

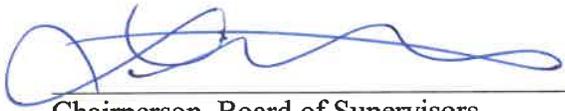
HAVA – Title II, Part 2 and Title III [42 USC §§ 15421 – 15425, 15481 – 15485];
The Voting Rights Act of 1965 [42 USC § 1973 et seq];
The Voting Accessibility for the Elderly & Handicapped Act [42 USC § 1973 ee et seq];
The Uniformed and Overseas Citizens Absentee Voting Act [42 USC § 1973 ff et seq];
The National Voter Registration Act of 1993 [42 USC § 1973 gg et seq];
The Americans with Disabilities Act of 1990 [42 USC § 12101 et seq]; and
The Rehabilitation Act of 1973 [29 USC § 701 et seq].

7. **Default:** Noncompliance with the terms of this Agreement shall be grounds for cancellation of the grant award and recapture of funds provided to the County. The County agrees to return to the Iowa Secretary of State, within 45 days of written request from the Secretary, all funds received which are not supported upon audit or other Federal or State review of the documentation maintained by the County.

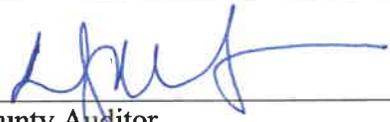
8. **Execution:** This agreement becomes effective when approved by both parties.

County of Story

Date 6.29.2022



Chairperson, Board of Supervisors



County Auditor

Heidi L. Burhans
Director of Elections
Iowa Secretary of State Office

Date

Memorandum of Understanding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X. **Default.**

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

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

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

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

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

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

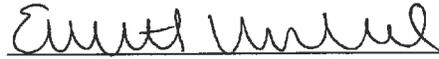
COUNTY:

STEPPING STONES CHILD DEVELOPMENT CENTER:

By:



By:



Print Name: Latifah Faisal

Printed Name: Elizabeth N. Umland

Print Title: Chair, Board of Supervisors

Print Title: CEO

Date: 7.5.22

Date: 6.29.22



STORY COUNTY

Facilities Management

JOBY BROGDEN

Director
515.382.7401

JON EICKHOLT

Assistant
515.382.7402

Story County Administration
900 6th St.

Nevada, Iowa 50201
515.382.7404 FAX

DATE: July 5, 2022
TO: Board of Supervisors
FROM: Joby J. Brogden
RE: Administration Building Generator

Facilities Management Department would like to request to move the funding source for the Administration Building Generator project from FEMA grant dollars to ARPA revenue loss.

This is a budgeted FY-23 project for the amount of \$686,968.00.

APPROVED **DENIED**

Board Member Initials: [Signature]

Meeting Date: 7.5.22

Follow-up action: _____

22-6386

STORY COUNTY UTILITY PERMIT

Date

6/27/22

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, 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 Potable Water on secondary route 220th Street, from west side of 580th Ave. to 58940 220th Street, a distance of 1 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: Directional boring from west ROW line to east ROW line under 580th Ave.; and Directional boring, trenching & excavating along the North side of 220th Street for ROW Occupancy; installing an 8" PVC water main a minimum of 5 feet deep; AND Directional boring under 220th Street installing a 2" Service Crossing. See attached Plan Sheet, Sections 32 & 33, install- ing a 2" Service Crossing. See attached Plan Sheet, Sections 32 & 33, Milford Twp.
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 6-27-2022

Iowa Regional Utilities Association

Name of Company (Applicant - Permittee)


by Gayla E. Hannagan, Phone no. 641-792-7011
Permit Manager

Recommended for Approval:

Date 6-28-22


County Engineer Phone no. 515-382-7355

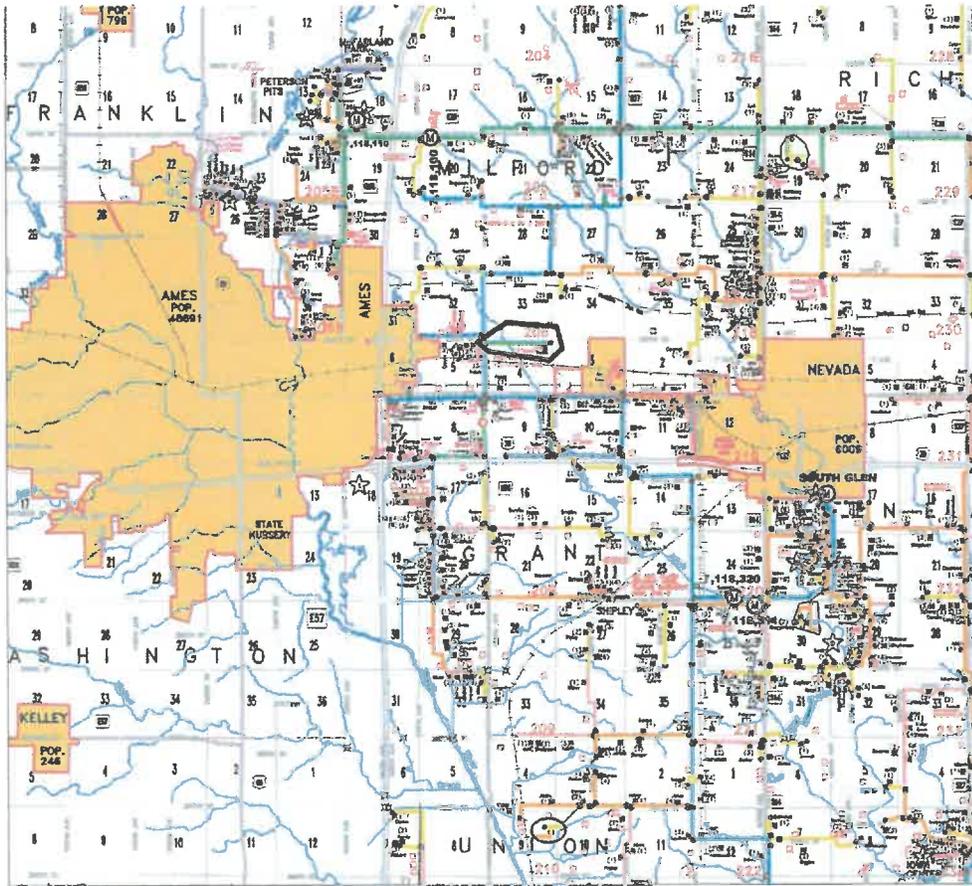
Approved:

Date 7-5-22


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.

* WE HAVE SENT YOU OUR CONSTRUCTION PLANS FOR 220th ST. PAVING. THE DRAINAGE DISTRICT TILES MUST BE LOCATED AND THEY MUST BE BORED UNDER WITH A MINIMUM OF 2' CLEARANCE. THE EXTRA R.O.W. SHOWN IN THE PLANS HAS NOT BEEN PURCHASED YET SO YOU WILL HAVE TO LOCATE IN THE EXISTING R.O.W.



<p>THIS MAP IS BASED ON IOWA 801 COUNTY HIGHWAY MAPS</p>	<p>REVISED BY</p>	<p>DRAWN BY GAC</p>	<p>IOWA REGIONAL UTILITIES ASSOCIATION 1351 IOWA SPEEDWAY DRIVE, NEWTON, IOWA 50208-8254 (641) 792-7011</p>	<p>STORY COUNTY</p>	<p>N </p>
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Board of Supervisors

Story County, Iowa

Open Records Policy & Procedure

Approval Date: 07/05/2022	Effective Date: <u>APPROVED</u> 07/05/2022 Board Member Initials: <u>[Signature]</u> Meeting Date: <u>7.5.22</u>	Revision No.: <u>DENIED</u> 05
Reference: BOS Minutes: Initially Adopted: 03/06/2012	Distribution: County Website, Intranet, S:drive and Policy Book Follow-up action: _____	

General Policy Statement

This policy is intended to implement the provisions of Iowa Code Chapter 22 by providing assistance to citizens requesting examination of public records and to employees in fulfilling those requests. The goal is to assist citizens making requests and assure that responses to open records requests are made appropriately and timely.

Scope

This policy is applicable to the following:

All departments responsible to the Story County Board of Supervisors;

All offices responsible to a county elected official whom adopt this policy.

*The offices of the Attorney, Auditor, Recorder, Sheriff and Treasurer are elected offices. These elected officers are vested with unique discretion to carry out the legal duties and responsibilities of their office. As such, they may exercise a degree of independence to set the policies and procedures of their respective offices. These elected officers may adopt this policy but may also independently set policy for their office concerning the production of public records.

Purpose

Story County* is committed to the concept of open government exemplified by Iowa Code Chapter 22. Records that are not defined as public records or have been deemed confidential pursuant to statute are not required to be released in response to a request. Iowa Code Chapter 22 lists or describes no fewer than 65 categories and types of potential documents and information exempt from the open records law unless otherwise ordered by a court, by the

lawful custodian of the records, or by another person duly authorized to release such information. Other portions of state and federal law may also govern access to public records.

Documents, instruments and records [see Iowa Code §§331.601A(2), (3) & (8)] maintained by a county recorder, as well as fees set by the Story County Recorder for research and retrieval of documents, instruments and records filed with or maintained by the Story County Office of Recorder, are exempt from this policy.

Provisions

Making a Request for Public Records. Requests for access to public records may be made in person, in writing, by telephone or by electronic means. Citizens are encouraged, but not required to make requests in writing. The form accompanying this policy is for convenience only. Anyone may make a request for public records without providing identification, reason or motive for the request. For assistance in making a request for examination or copying of public records, the public is invited to contact the county public request liaison at:

Public Information Request
900 6th St, Nevada IA 50201
c/o Sandra King,
Ph. 515-382-7243, Fax 515-382-7206,
E-Mail: sking@storycountyiowa.gov

Responding to Requests. Requests for access to public records may be made in person, in writing, by telephone or by electronic means. Employees may not ask why the record is being requested nor require the identity of the requestor, but should try to get as much information as possible about what is being requested and how the requestor wishes the response transmitted to them. A requesting party may be encouraged but is not required to use the request form accompanying this policy. The department/office having custody of the record will be primarily responsible for producing a response to the request for the county public request liaison.

An employee receiving a request in person or by telephone should immediately reduce the request to writing noting the specifics of the information requested, the date and time of the request, whether the request is for copying, inspection or both and how the requestor expects the request fulfilled. Requests made in person may be filled while the requestor is on premises if the material is accessible on-site and known to not be confidential. All other requests should be forwarded to county public request liaison Sandra King, and the employee's supervisor.

Upon receipt of a request for access to public records, supervisory employees should promptly take all reasonable steps to preserve the public record while the request is pending. Requests will be fulfilled as soon as possible, but no longer than within ten (10) business days, unless there are questions about the confidentiality of the record being requested. The Iowa Code allows for a twenty (20) calendar days delay to determine whether a record is confidential. If possible, information contained in record that is deemed confidential by law should be redacted so that the remaining record may be disclosed.

If the public record requested does not exist, this fact should be communicated to the requestor in writing or by electronic means. The record sought may be provided in the form in which it is maintained by Story County provided the information contained in that form is readily accessible to the requestor once in their custody. If the request involves research or delay beyond 10 days is reasonably expected, this should be communicated to the requestor.

Availability. Public records will be available for public examination and/or copying during customary office hours, which are 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding designated holidays. Immediate access to records may be affected by good faith efforts to identify and locate the correct records; or determine whether the request seeks disclosure of confidential records; The requesting party should be promptly notified if any delays are experienced or expected.

Fees. We shall make every reasonable effort to provide at no cost, other than copying costs, any record that takes less than thirty (30) minutes to produce. Reasonable fees will be charged to the requestor for the actual costs of producing a public record for inspection and/or copying. Departments under the auspices of the Board of Supervisors will charge fees according to the schedule appearing below. If the estimated total fees exceed \$50.00 the requestor must agree to prepay expected fees. Estimated fees and payment terms must be clearly communicated to the requestor as soon as possible. The following fees will be charged:

1. \$.10 per page fees for black/white photocopying.
2. \$.25 per page for color photocopying.
3. Actual mailing costs.
4. Actual cost of media (CD, DVD, Tape, Film, etc.).
5. Actual cost of employee time to supervise the examination of a public record, if over one hour.
6. Actual cost of employee time to retrieve a public record, if over one hour.

Compliance. Requests and responses for examination of public records or copies of records shall be documented by giving to the department head/elected official and public request liaison, all information and documentation concerning the request, the employee responding to the request, the information requested, and full copy of the dated response. The county public request liaison will maintain responses in a central location.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Andrea Wagner, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 23-01**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from CGA Consultants, 1523 South Bell Avenue, Suite 101, Ames, IA 50010, involving real estate located at 30450 550th Avenue, Huxley, IA 50124 in Section 13 of Palestine Township, identified as Parcel # 13-13-100-350 and hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, GNV 1 LLC, 506 E. 1st Street, Huxley, Iowa, 50124, is the legal titleholder of said real estate, and

WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, Code of Iowa, and as prescribed by the Story County C2C Plan and the Code of Ordinances, of Story County, Iowa, have been complied with and met,

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted.

NOW, THEREFORE, BE IT RESOLVED that the Residential Parcel Subdivision Plat of the Wood Creek Subdivision involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted, and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved and the real estate hereinafter described on Attachment A and shown on Attachment B shall hereinafter be known as the Wood Creek Subdivision.

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 23-01 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 5th day of July, 2020.



Chairperson, Board of Supervisors

Attest:


County Auditor

ROLL CALL
FOR ALLOWANCE

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

ALLOWED BY VOTE OF BOARD
Yea Nay Absent



CHAIRPERSON

Above tabulation made by 

ATTACHMENT A

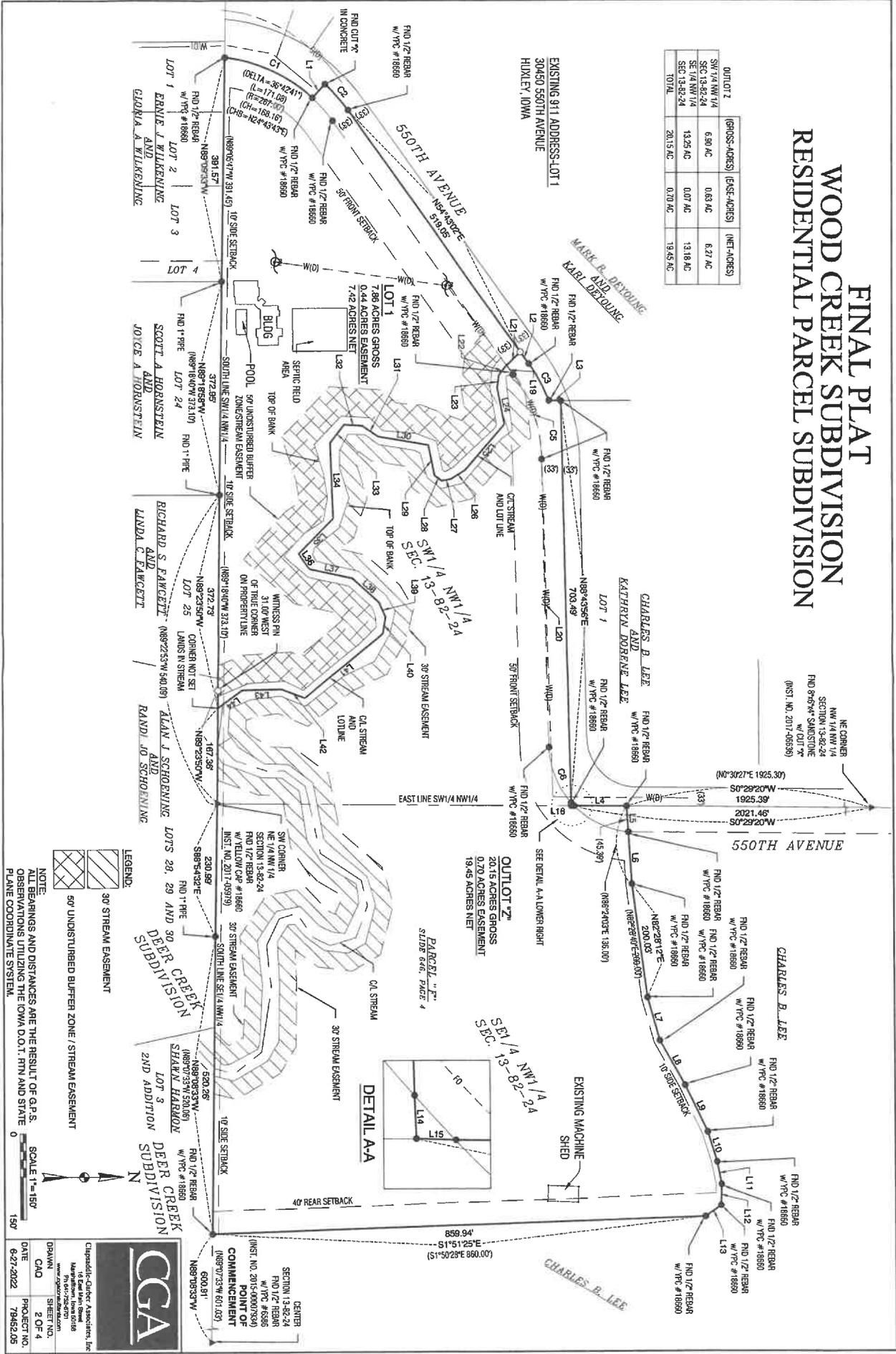
Survey Description – Wood Creek Subdivision:

Parcel "F" a part of the northwest quarter (NW1/4) of section thirteen (13), Township eighty-two (82) north, range twenty-four (24) west of the 5th P.M., Story County, Iowa, as shown on the plat of survey recorded on September 27, 2019, as Inst. No. 19-09014, Slide 646, page 3.

ATTACHMENT B

FINAL PLAT WOOD CREEK SUBDIVISION RESIDENTIAL PARCEL SUBDIVISION

OUTLOT #	(GROSS-ACRES)	(LEASE-ACRES)	(NET-ACRES)
OUTLOT 1	6.80 AC	0.83 AC	6.27 AC
OUTLOT 2	13.25 AC	0.07 AC	13.18 AC
TOTAL	20.05 AC	0.90 AC	19.45 AC



DATE	6-27-2022
PROJECT NO.	79452.05
SHEET NO.	2 OF 4
DATE	6-27-2022
PROJECT NO.	79452.05

CGA
 Chartered-Charter Association, Inc.
 16 East Main Street
 Harpersburg, Iowa 50186
 www.cgaia.com

INSTRUMENT PREPARED BY:	Brian D. Torresi, 120 S 16th St., Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 120 S 16th St., Ames, IA 50010

CONSENT

KNOW ALL PERSONS BY THESE PRESENTS:

That **GNV 1, LLC** does hereby covenant that it is the lawful owner of the following-described real estate situated in Story County, Iowa, to-wit:

Parcel "F" a part of the Northwest Quarter (NW¼) of Section Thirteen (13), Township Eighty-two (82) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey recorded on September 27, 2019, as Instrument No. 19-09014, Slide 646, Page 3

The undersigned does hereby certify, acknowledge, and declare that the platting of said real estate to be known as **WOOD CREEK SUBDIVISION, STORY COUNTY, IOWA**, is with its free consent and in accordance with its desires as proprietor.

Dated this 6 day of May, 2022.

(SIGNATURE PAGE FOLLOWS)

SIGNATURE PAGE OF
CONSENT

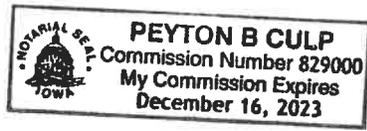
GNV 1, LLC

By: 
Christopher M. Gardner, Manager

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this 6 day of May, 2022, by Christopher M. Gardner, as the Manager of GNV 1, LLC.


Notary Public, State of Iowa
My commission expires 12/16/23



INSTRUMENT PREPARED BY:	Brian D. Torresi, 120 S 16th St., Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 120 S 16th St., Ames, IA 50010

CERTIFICATE OF THE TREASURER OF STORY COUNTY, IOWA

I, Ted Rasmusson, Treasurer of Story County, Iowa, certify that the records in this office show that the real estate described in the attached plat and known as **WOOD CREEK SUBDIVISION, STORY COUNTY, IOWA**, is free from certified taxes and certified special assessments.

Dated this 6th day of May, 2022.



TED RASMUSSON
TREASURER, STORY COUNTY, IOWA

Parcel No. 13-13-100-350

ATTORNEY'S OPINION

I, Brian D. Torresi, hereby state that I am an Attorney at Law, duly admitted to the practice of law in the State of Iowa, and an attorney at Dentons Davis Brown with offices at 120 S 16th Street, Ames, Story County, Iowa. I further state that I have examined the Abstract of Title to the following-described real estate, to-wit:

Parcel "F" a part of the Northwest Quarter (NW¼) of Section Thirteen (13), Township Eighty-two (82) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey recorded on September 27, 2019, as Instrument No. 19-09014, Slide 646, Page 3

(the "Real Estate") from the root of the title thereof, down to and including the 19th day of April, 2022, at 8:00 a.m., last certified by Abstract & Title Services - Story County, Ames, Iowa (Iowa Title Guaranty Division Member #8650). The Real Estate has now been subdivided and is now known as **WOOD CREEK SUBDIVISION, STORY COUNTY, IOWA.**

Based upon information within said Abstract of Title, it is my opinion that the fee simple title to the Real Estate is vested in **GNV 1, LLC**. The Real Estate is subject to easements of record and to zoning ordinances of Story County, Iowa, as well as the following:

1. That certain Construction Mortgage in the amount of \$1,500,000.00 given to South Story Bank & Trust, dated November 16, 2020, and filed in the office of the Recorder of Story County, Iowa, on November 18, 2020, as Instrument No. 20-13825.

Dated this 6 day of May, 2022.

DENTONS DAVIS BROWN

By: 

Brian D. Torresi, Attorney
Iowa Title Guaranty Member No. 10046

INSTRUMENT PREPARED BY: Brian D. Torresi, 120 S 16th St., Ames, IA 50010 (515) 288-2500

MORTGAGEE'S CONSENT TO PLATTING

WHEREAS, South Story Bank & Trust (the "Mortgagee") is the present owner of that certain Construction Mortgage given by GNV 1, LLC dated November 16, 2020, and filed in the office of the Recorder of Story County, Iowa, on November 18, 2020, as Instrument No. 20-13825 (the "Mortgage"); and therefore, the Mortgagee has an interest in the real property described as follows:

Parcel "F" a part of the Northwest Quarter (NW¼) of Section Thirteen (13), Township Eighty-two (82) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey recorded on September 27, 2019, as Instrument No. 19-09014, Slide 646, Page 3

WHEREAS, the Mortgagee has been requested to consent to the platting of said real property to be known as **WOOD CREEK SUBDIVISION, STORY COUNTY, IOWA**, and deems it advisable to do so;

NOW, THEREFORE, for good and valuable consideration:

1. **CONSENT.** The Mortgagee agrees and consents to the platting of said real property described herein to be known as **WOOD CREEK SUBDIVISION, STORY COUNTY, IOWA.**

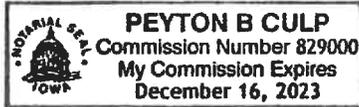
IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed on its behalf on this 6th day of May, 2022.

SOUTH STORY BANK & TRUST

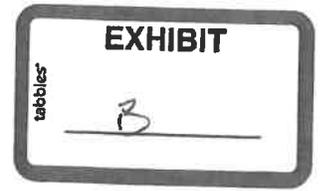
By: Kevin Boudreau
AIP, Operations Mgr., South Story Bank

STATE OF IOWA, COUNTY OF STORY, SS:

This record was acknowledged before me on this 10th day of May, 2022, by Kelli Beardsland, the AVP Operations Mgr of South Story Bank & Trust.



Peyton B Culp
Notary Public, State of Iowa
My commission expires 12/16/23



INSTRUMENT PREPARED BY:	Brian D. Torresi, 120 S 16 th St., Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 120 S 16 th St., Ames, IA 50010

STREAM EASEMENTS

KNOW ALL PERSONS BY THESE PRESENTS:

That **GNV 1, LLC**, for good and valuable consideration, does hereby grant unto **STORY COUNTY, IOWA**, and its successors and assigns, stream easements upon, underground, over or across the following-described real estate:

Those parts of Lot One (1) and Outlot Z as shown and as noted as a “stream easement” on the Final Plat of Wood Creek Subdivision, Story County, Iowa, filed in the office of the Recorder of Story County, Iowa, on _____, 2022, as Instrument No. 2022-_____,

all of the foregoing in **WOOD CREEK SUBDIVISION, STORY COUNTY, IOWA**.

The foregoing rights are granted upon the express condition that the users of the granted rights will assume liability for all damage to the real estate described herein and any adjacent real estate caused by the failure to use due care in the exercise of the granted rights.

(SIGNATURE PAGE FOLLOWS)

**SIGNATURE PAGE OF
STREAM EASEMENTS**

GNV 1, LLC

By: _____
Christopher M. Gardner, Manager

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this ____ day of June, 2022, by Christopher M. Gardner, as the Manager of GNV 1, LLC.

Notary Public, State of Iowa
My commission expires _____

RESOLUTION NO. 22-07

RESOLUTION WAIVING SUBDIVISION REVIEW

WHEREAS, GNV I LLC is the owner of the property legally described as:

Parcel "F" a Part of the Northwest Quarter (NW1/4) of Section Thirteen (13), Township Eighty-two (82) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa, As Shown on the Plat of Survey Recorded on September 27, 2019, as Inst. No. 19-09014, Slide 646, Page 3;

and

WHEREAS, the owner wishes to add Lots 1 and 2 as shown in the attached plat of survey;

and

WHEREAS, Section 354.8 of the Code of Iowa provides that a local government may, by resolution, waive its right of review.

NOW LET IT BE RESOLVED that the Cambridge City Council does hereby waive the requirements and is in favor of the aforementioned described subdivision of the property as shown and described on the attached plat of survey.

ADOPTED this 26th day of May, 2022.



Robert D. Chubbic, Mayor

ATTEST:



Debra L. Thompson, City Clerk

RESOLUTION NO. 22-063

**AMENDED AND SUBSTITUTED
RESOLUTION APPROVING WOOD CREEK SUBDIVISION (30450 550TH AVENUE) PRELIMINARY AND FINAL PLAT
(STORY COUNTY SUBDIVISION TWO (2) MILE REVIEW)**

WHEREAS, GNV 1, LLC has submitted preliminary and final plat materials for City of Huxley review for the Wood Creek Subdivision in unincorporated Story County, within two (2) miles of Huxley corporate boundary; and,

WHEREAS, the Planning & Zoning Commission reviewed and recommended Council approval of the Plat at their May 16, 2022 meeting; and

WHEREAS, the Plat is being submitted for the purpose of splitting off a lot containing a residence and accessory buildings, in order to obtain permanent financing on that lot, with the understanding that the outlot containing the remaining property will have to go through a preliminary and final plat process, with City of Huxley review and approval, before any further lots are subdivided.

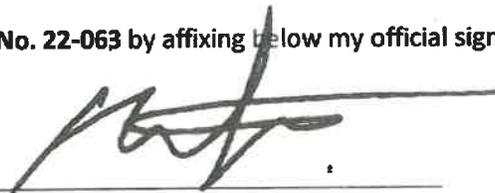
**NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:
Approval of the Wood Creek Subdivision Preliminary and Final Plat as presented.**

Roll Call	Aye	Nay	Absent
Tracey Roberts	<u> X </u>	___	___
David Kuhn	___	___	<u> X </u>
Niko Pilcher	<u> X </u>	___	___
Rory Echer	<u> X </u>	___	___
Kevin Thompson	<u> X </u>	___	___

PASSED AND APPROVED this 28th day of June 2022.

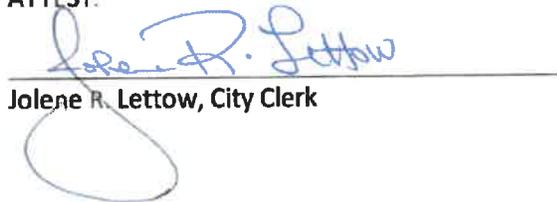
APPROVAL BY MAYOR

I hereby execute the foregoing Resolution No. 22-063 by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 28th day of June 2022.



Kevin Deaton, Mayor

ATTEST:



Jolene R. Lettow, City Clerk

Staff Report

Board of Supervisors

Date of Meeting:

July 5, 2022

Case Number SUB22-000002

Residential Parcel Subdivision

Wood Creek Subdivision

Resolution No. 23-01

APPLICANT:

Lynn Scarlett—CGA Consultants
1523 South Bell Avenue, Suite 101
Ames, IA 50010

STAFF PROJECT MANAGER:

Andrea Wagner, Planner

SUMMARY:

The proposed Residential Parcel Subdivision will reconfigure an existing parcel (13-13-100-350) into two lots as follows:

- Proposed Lot 1, a 7.42 net-acre lot, which contains the existing dwelling at 30450 550th Avenue.
- Proposed Outlot Z, a 19.45 net-acre lot, which is in grassland and timber at this time and will not be considered buildable for a dwelling.

All requirements for a residential parcel subdivision have been met. Planning and Development staff recommend approval of the subdivision.





Property Owners

GNV 1 LLC

Parcel Identification Number(s)

13-13-100-350

Size of Area

26.88 net acres

Location of Subdivision

Palestine Township (Section 13, Township 82, Range 24) SW NW and SE NW

Districts

A-1 Agricultural District
Huxley Fire and Ambulance
Ballard Community School District
Xenia Rural Water District
Consumers Energy
Ballard Creek Watershed

Description of Proposed Subdivision

The application is to consider a request for a Residential Parcel Subdivision to reconfigure an existing parcel into two lots as follows:

- Proposed Lot 1, a 7.42 net-acre lot, which contains the existing dwelling at 30450 550th Avenue.
- Proposed Outlot Z, a 19.45 net-acre lot. Outlot Z is in grassland and timber at this time and will not be considered buildable for a dwelling.

The lots are configured so that the centerline of Ballard Creek is the boundary between the proposed lots.

Lot 1 has an existing access located on 550th Avenue. Staff relayed to the applicant and property owners that an existing field entrance on proposed Outlot Z is located in mapped floodplain. Other portions of the lots also contain floodplain. Any development in the floodplain requires a floodplain permit.

“Development” means any manmade change to improved or unimproved real estate, including (but not limited to) building or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of materials and/or equipment.

Current and Future Land Use

Both proposed Lot 1 and Outlot Z are zoned A-1 Agricultural. Currently, Lot 1 has an existing dwelling and meets the LESA exception to the 35 net-acre minimum lot size in the A-1 District. The area that is proposed for Outlot Z is in grassland and timber.

The property is designated as Agricultural Conservation and Natural Resource Area on the Cornerstone to Capstone (C2C) Future Land Use Map. Principles for the Agricultural Conservation Area designation include to encourage high-value agricultural lands to remain in production, direct non-agricultural



development to other C2C Plan Designations, and limit conflicts between agricultural uses, residences, and other uses. Principles for Natural Resource Areas include discouraging development and mitigating its impacts.

In the case of the proposed subdivision, no additional development lots (e.g. buildable for a dwelling) are proposed. Initially, Outlot Z was proposed to be a development lot, which would have been buildable for a second dwelling. This proposal raised several concerns for staff. Per 87.03(1) of the Story County Land Development Regulations, subdivision plats shall conform to the County comprehensive plan (C2C Plan). Further, the purpose of the Story County Land Development Regulations is to implement the C2C Plan (85.02). The subject properties contain significant amounts of area designated in the C2C Plan as Natural Resource Area, which generally discourages development.

Staff reviewed the plat for conformance with standards for Environmental and Natural Resources in 88.05 of the Story County Land Development Regulations. This section contains a natural resource disturbance threshold of 15% before mitigation is required. Staff found that with the construction of the existing dwelling, this threshold was nearly reached. Staff previously worked with the property owner during construction of the new dwelling to communicate this requirement. Staff requested to complete an inventory of the natural areas on the parcel to better identify them, how much had already been disturbed, and work with the property owner to establish a building envelope on previously proposed Lot 2 to ensure that the 15% threshold was not exceeded and C2C Plan principles for protection and mitigation were met. Staff also noted that a post-construction stormwater management plan would be required due to the development of Lots 1 and 2 potentially disturbing over an acre.

During this review process with County staff, the plat was routed to cities within two miles who also have review authority over subdivisions. The City of Cambridge passed a resolution on May 26, 2022, waiving their review of the proposed subdivision.

The City of Huxley resolution for approving Wood Creek Subdivision failed. At that time, the subdivision plat showed two buildable lots. The city is working on an update to its comprehensive plan. It had concerns about allowing the creation of additional rural acreage lots adjacent to city boundaries and compatibility of that type of development with its comprehensive plan.

After the denial of the plat by the City of Huxley, County staff suggested that Lot 2 could be proposed as an outlot and resubmitted. The restrictions on outlots allayed County staff's concerns about environmental impacts and potentially Huxley's about incompatible rural development. The revised subdivision plat with Lot 2 shown as an outlot went back to the Huxley City Council at their June 28, 2022 meeting.

Per its definition, no zoning permit can be issued for any development on an outlot. Outlots are typically reserved for future development and may be replatted into a development lot. However, a restriction on residential parcel subdivisions is that once approved, no further residential parcel subdivisions can take place to create additional buildable lots. These requirements for a residential parcel subdivision help preserve agricultural land, as well as natural resources.

Since Outlot Z is not buildable for a dwelling and cannot be further platted through a second residential parcel subdivision, any non-agricultural development plans would require a rezoning request and, if the



rezoning were successful, a replat through a minor or major subdivision. Rezonings must demonstrate how environmentally sensitive areas will be protected and are not permitted for parcels with more than 50% of their area mapped as Natural Resource Area (as is the case for the subject property) unless, per Story County Land Development Regulations 92.06(2)(D) “such requested action results in a district designation more restrictive than the current designation, the R-C Residential Conservation Design (Overlay) District is applied to the property, or conditions protecting the identified areas are attached to the rezoning request.”

In response to County review comments, the property owner has stated that Lot 1 will continue to be used for the existing dwelling and that there are “no immediate plans” for Outlot Z. It is staff’s understanding that the purpose of the proposed Residential Parcel Subdivision is to split off the existing dwelling from the remaining ground.

The property owner has provided Story County with the required stream easement agreement, which will be recorded with the subdivision plat.

Applicant’s Property and Current Surrounding Land Use

The property is located in Palestine Township. It is within two miles of Huxley and Cambridge. Adjacent properties include:

North and West

A 5.53 net-acre parcel in the A-1 Agricultural zoning district. This parcel is owned by Charles B. and Dorene Kathryn Lee and contains a farmstead, ag buildings, and pasture.

Two outlots (Outlot X and Outlot V) totaling 10.8 net acres of the Iron Bridge subdivision located inside Huxley city limits. These outlots do not currently have any development and appear to be in timber and grassland. Both outlots are owned by Mark R. and Kari Deyoung.

A 1.5 net-acre lot in the Iron Bridge subdivision containing a single-family dwelling owned by Mark R. and Kari Deyoung.

A 1.47 net-acre lot in the Iron Bridge subdivision containing a single-family dwelling owned by Spencer N. and Jill D. Smith.

East

A 25.21 net-acre parcel in the A-1 Agricultural zoning district. This parcel is owned by Charles B. Lee, Dennis M. Lee, Idalice J. Lee Life Estate, Peggy J. Lee, and Robert J. Lee and is in row crop production.

South

The Deer Creek Subdivision is located to the south. It is a rural subdivision containing 36 lots that was platted in 1977. The following lots are adjacent to the subject property.

A 5.49 net-acre parcel in the A-1 Agricultural zoning district containing a single-family dwelling. This parcel is owned by Gloria A. Wilkening.



A 2.29 net-acre parcel in the R-1 zoning district containing a single-family dwelling and owned by Scott A. and Joyce A. Hornstein.

A 1.62 net-acre parcel in the R-1 zoning district containing a single-family dwelling and owned by Richard S. and Linda C. Fawcett.

A 4.85 net-acre parcel in the R-1 zoning district containing a single-family dwelling and owned by Alan J. and Randi Jo Schoening.

A 31.72 net-acre lot in the R-1 zoning district with no current development and in forest reserve, owned by Shawn Harmon and Shane Harmon.

There are seventy-five (75) parcels located within a quarter mile of the property. Of those parcels, sixty (60) contain a single-family dwelling. Of those, there are seventeen (17) lots within the city limits of Huxley, in the Iron Bridge Subdivision, that either have dwellings constructed or are buildable for a dwelling. Four (4) parcels within the quarter mile of the property meet or exceed the minimum 35 net-acre requirement to construct a single-family dwelling in the A-1 Agricultural Zoning District.

Applicable Regulations – Story County Land Development Regulations

87.07 RESIDENTIAL SUBDIVISION PLAT

1. A subdivision may be submitted for review and approval as a residential parcel subdivision plat when all of the following are true:
 - a. The development lots created by the subdivision are intended to be used for residential purposes;
 - b. Only two development lots may be created;
 - c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead as defined in Section 85.08, in existence;
 - d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use;
 - e. The subdivision lies wholly within the A-1 district. For parcels located within the boundaries of the *Ames Urban Fringe Plan*, the subdivision must be both zoned A-1 Agricultural and lie wholly within the Rural Service and Agricultural Conservation Area designation;
 - f. Both development lots (created by the Residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met
 - g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement
 - h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.
 - i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat.



Commentary

The following comments are part of the official record of the proposed Residential Subdivision Plat – **Wood Creek Subdivision, Case No. SUB22-000002**. If necessary, conditions of approval may be formulated based on these comments.

Comments from the Interagency Review Team

The application materials were forwarded to the members of the Interagency Review Team and the following applicable comments were received.

Story County Assessor

1. Lot 1 with the existing dwelling will be assessed as a residential lot at market value for the 01/01/2023 assessment.
2. Lot 2 currently with no dwelling, will be assessed as an agricultural parcel based on the Corn Suitability Rating (CSR2) for the 01/01/2023 assessment.

Story County Conservation

The proposed subdivision is in the Natural Resource Area overlay. This overlay identifies areas of significant natural resources and serves to protect them from activities which are counter to them. This subdivision request is counter to the intent of the Natural Resource Area as defined in the comprehensive plan. Development on this parcel must be limited to the balance of the allowable 15% (including that which was impacted in the first development).

Comments from the General Public

On June 23, 2022, notification letters were mailed to surrounding property owners within a ¼ mile of the subject property regarding the public meeting on the subdivision request. A sign was placed on the property on June 28, 2022, stating that a subdivision has been proposed with a maximum of two lots.

No comments were received as of the writing of this report.

Comments from Cities within Two Miles

The City of Cambridge passed a resolution on May 26, 2022, waiving their review of the proposed subdivision.

The City of Huxley resolution for approving Wood Creek Subdivision failed on May 24, 2022, with two ayes and three nays. At that time, the subdivision plat showed two buildable lots. The revised subdivision plat with the outlot went back to City Council for their June 28, 2022 meeting, and City Council voted to approve the subdivision.

Analysis

Points to consider in evaluating the applicant's request to divide their property through the Residential Parcel Subdivision Plat process to create one (1) lot for residential use and an outlot that is not buildable for a dwelling.

1. All requirements for a Residential Parcel Subdivision Plat in Section 87.07 of the Story County Land Development Regulations have been met.
2. Planning and Development previously raised concerns about further impacts to natural resources on the property, as trees were removed for the construction of the existing



dwelling, and a second buildable lot was proposed with the original subdivision application. With the original proposal for a second buildable lot, staff had concerns that mitigation would be required if more than 15% of the natural resources on the property were impacted (88.05) and that the subdivision plat did not conform to Story County's C2C Comprehensive Plan or Land Development Regulations. The C2C Plan stresses natural resource preservation, and the Land Development Regulations (i.e. natural resource impact thresholds, stream easements, and post-construction stormwater plans) are the tools with which to enforce the C2C Plan.

3. Since the original submittal, the property owner and applicant have revised the plat to show the second lot as an outlot, and therefore not buildable for a dwelling. This allays Planning and Development's concerns for natural resource protection, as no non-agricultural development is planned.
4. Per 88.05 of the Land Development Regulations, the property owner has granted Story County the required stream easement through a written agreement.

Alternatives

Story County Planning & Development Staff recommend the approval of the Wood Creek Residential Parcel Subdivision, as submitted (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #23-01, the Wood Creek Residential Parcel Subdivision, as submitted.**
2. The Story County Board of Supervisors approves Resolution #23-01, the Wood Creek Residential Parcel Subdivision, as presented/with conditions.
3. The Story County Board of Supervisors denies Resolution #23-01, the Wood Creek Residential Parcel Subdivision, as submitted.
4. The Story County Board of Supervisors tables the decision on Resolution #23-01, the Wood Creek Residential Parcel Subdivision, and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on the Board of Supervisors' agenda.