

The Board of Supervisors met on 10/4/22 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Lisa Heddens, and Linda Murken, with Faisal presiding. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov)).

**ADOPTION OF AGENDA:** Faisal asked to remove Additional Items #2 and #6. Murken moved, Heddens seconded adopting the agenda with requested changes. Motion carried unanimously (MCU) on a roll call vote.

**PROCLAMATION RECOGNIZING 10/11/22 AS INDIGENOUS PEOPLES DAY:** The Board read the proclamation in full. Murken moved, Heddens seconded the approval of the Proclamation Recognizing 10/11/22 as Indigenous Peoples Day. Roll call vote. (MCU)

**MINUTES:** 9/20/22 Special Election Minutes and 9/27/22 Minutes – Heddens moved, Murken seconded the approval of 9/20/22 Special Election Minutes and 9/27/22 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) pay adjustment, effective 10/9/22, in a) Secondary Roads for Dennis Pratt @ \$29.97/hr; b) Sheriff's Office for Aaron Bullock @ \$2,014.32/bw; Logan Powers @ \$2,373.12/bw; Randy Stoeffler @ \$2,650.00/bw.

Murken moved, Heddens seconded the approval of Personnel Actions as listed. Roll call vote. (MCU)

Heddens moved, Murken seconded the approval of Consent Agenda.

1. Contract, using American Rescue Plan Act (ARPA) funding, between Story County and ChildServe, Inc. for funding towards a Kitchen Renovation and Upgrade Project for the childcare program at the ChildServe Ames facility for up to \$178,000.00 with a performance period of 1/25/22–12/31/26
2. Road Closure Resolutions: #23-17, #23-18
3. Utility Permits: #23-6588, #23-6589, #23-6592
4. Test Licensing Agreement between Ergometrics and Story County for job applicant testing, effective 10/15/22

Roll call vote. (MCU)

**RESOLUTION #23-22, TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF APPROXIMATELY TWENTY (20) ACRES OF BARE GROUND AT 60016 160<sup>TH</sup> STREET, NEVADA, IOWA, FOR A DEBRIS STAGING AND REDUCTION SITE FOR \$200,000.00 AND AUTHORIZE THE SIGNATURE UPON THE PURCHASE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTATION TO EFFECTUATE THE PURCHASE BY THE CHAIR OF THE BOARD OF SUPERVISORS:** Amelia Schoeneman, Planning and Development Director, reported the proposed purchase is for a debris staging and reduction site in case of disaster, not a permanent disposal site. Such a facility would allow residents, the County, or a third party to transport debris to the site for sorting and processing in the event of a disaster. She reported on the County leasing a site for just such a purpose in the aftermath of the 2020 Derecho. The Engineer is interested in using such a site for stockpiling dirt and rock for road construction projects. Staff will also investigate planting hay or the possibility of placing the site in the Conservation Reserve Program (CRP) when not needed for disaster debris. Schoeneman reported on negotiations with the property owners; purchase price is based on similar property in the same township. Schoeneman reported on contingencies, County to pay for closing cost, and reviewed alternatives and next steps. This is an unbudgeted item, including cost as well as all associated fees. It requires an amendment to the current fiscal year budget or it can be budgeted in FY24. Procuring the property now ensures it is available for the beginning of the severe weather season. Discussion took place. Faisal opened the public hearing at 10:19 a.m., hearing none, she closed the public hearing at 10:19 a.m. Murken moved, Heddens seconded the approval of Resolution #23-22 to enter into a purchase agreement for the purchase of approximately twenty acres of bare ground (exact description to be determined by abstract and new plat of survey) of property in Story County locally known as 60016 160<sup>th</sup> Street, Nevada, Iowa, for the amount of \$200,000.00 and authorize the signature upon the purchase agreement and all other necessary documentation to effectuate the purchase by the chair of the Board of Supervisors. Roll call vote. (MCU)

**PROPOSAL FOR DESIGN AND CONSTRUCTION ADMINISTRATION COSTS FOR THE ADMINISTRATION AND ENGINEERS BUILDING GENERATOR PROJECT, PROPOSED \$45,400.00:** Joby Brogden, Facilities Management Director, reported on the project which will install a larger generator at the Administration Building and to move its current generator to the Engineer's building. One bid proposal was received; its estimated total cost is lower than budgeted. Discussion took place. Heddens moved, Murken seconded the approval of the Proposal for Design and Construction Administration Costs for the Administration and Engineers Buildings Generator Project, awarded to Roseland, Mackey, Harris Architects PC (RMH) for \$45,400.00. Roll call vote. (MCU)

**RESOLUTION #23-29, AUTHORIZING THE PLACEMENT OF A STOP SIGN AT THE INTERSECTION OF 310<sup>TH</sup> STREET AND 560<sup>TH</sup> AVENUE:** Darren Moon, Engineer, review site maps, traffic accidents, and traffic counts; he recommended approval. Murken moved, Heddens seconded the approval of Resolution #23-29, Authorizing the Placement of a Stop Sign at the intersection of 310<sup>th</sup> Street and 560<sup>th</sup> Avenue. Roll call vote. (MCU)

**RESOLUTION #23-30, AUTHORIZING THE PLACEMENT OF A SPEED LIMIT SIGN ON 250<sup>TH</sup> STREET STARTING AT 670<sup>TH</sup> AVENUE TO THE INTERSECTION OF 680<sup>TH</sup> AVENUE:** Darren Moon, Engineer, reported on location and request from adjacent property owner. He recommended approval. Heddens moved, Murken seconded the approval of Resolution #23-30, Authorizing the Placement of a Speed Limit Sign on 250<sup>th</sup> Street starting at 670<sup>th</sup> Avenue to the intersection of 680<sup>th</sup> Avenue. Roll call vote. (MCU)

**RESOLUTION #23-31, AUTHORIZING THE PLACEMENT OF A SPEED LIMIT SIGN ON GEORGE W CARVER BEGINNING 750 FEET NORTH OF W. 190<sup>TH</sup> STREET RUNNING SOUTH 2,630 FEET SOUTH OF CAMERON SCHOOL ROAD:** Darren Moon, Engineer, reviewed site maps. He has been monitoring this area for over five years due to multiple annexations and subsequent increase in traffic. Surrounding property owners have requested the stop sign. Ames will mirror the County's resolution for its side of the road. The City of Ames is currently undertaking an intersection study. He recommended approval. Discussion took place. Murken moved, Heddens seconded the approval of Resolution #23-31, Authorizing the Placement of a Speed Limit Sign on George W Carver beginning 750 feet north of W 190<sup>th</sup> Street running south 2,630 feet south of Cameron School Road. Roll call vote. (MCU)

**PLANNING AND DEVELOPMENT QUARTERLY REPORT:** Director Amelia Schoeneman reported on permitting numbers, development cases, an increase in property research requests, new interns, and the work program.

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

Heddens moved, Murken seconded to adjourn at 10:44 a.m. Roll call vote. (MCU)

Story County Board of Supervisors Meeting Agenda  
Administration Building  
900 6th St., Nevada, IA  
10/04/22

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

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

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:  
This comment period is for the public to address topics on today's agenda
6. Consideration Of Proclamation Recognizing October 11, 2022 As Indigenous Peoples Day

Department Submitting Board of Supervisors

Documents:

INDIGENOUS PEOPLES DAY.PDF

7. AGENCY REPORTS:
8. CONSIDERATION OF MINUTES:
  - I. 9/20/22 Slater And Story City Special Election Minutes & 9/27/22 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) pay adjustment, effective 10/9/22, in a) Secondary Roads for Dennis Pratt @

\$29.97/hr; b) Sheriff's Office for Aaron Bullock @ \$2,014.32/bw; Logan Powers @ \$2,373.12/bw; Randy Stoeffler @ \$2,650.00/bw.

Department Submitting HR

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 Contract Using American Rescue Plan Act (ARPA) Funding Between Story County And ChildServe, Inc. For Funding Towards A Kitchen Renovation And Upgrade Project For The Childcare Program At The ChildServe Ames Facility For Up To \$178,000 With A Performance Period Of 1/25/22 – 12/31/26

Department Submitting Board of Supervisors

Documents:

CHILDSERVEBOSCONTRACT.PDF

- II. Consideration Of Road Closure Resolution(S): #23-17, #23-18

Department Submitting Engineer

Documents:

RC 23 17.PDF

RC 23 18.PDF

- III. Consideration Of Utility Permit(S): #23-6588, 23-6589, 23-6592

Department Submitting Engineer

Documents:

UT 23 6588.PDF

UT 23 6589.PDF

UT 23 6592.PDF

- IV. Consideration Of Test Licensing Agreement Between Ergometrics And Story County Effective 10/15/2022

Department Submitting Sheriff

Documents:

ERGOMETRICS.PDF

11. PUBLIC HEARING ITEMS:

- I. Discussion And Consideration Of Resolution #23-22, To Enter Into A Purchase Agreement For The Purchase Of Approximately 20 Acres Of Bare Ground At 60016

160th St., Nevada, Iowa, For A Debris Staging And Reduction Site For \$200,000.00 And Authorize The Signature Upon The Purchase Agreement And All Other Necessary Documentation To Effectuate The Purchase By The Chair Of The Board Of Supervisors - Amelia Schoeneman

Department Submitting Planning and Development

Documents:

MEMO.PDF  
PURCHASE AGREEMENT.PDF  
RESOLUTION 23 22.PDF  
BARE LAND SALES LIST.PDF  
BARE LAND SALES MAPS.PDF

12. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Proposal For Design And Construction Administration Costs For The Administration & Engineers Building Generator Project, Proposed \$45,400.00 (Budgeted) - Joby Brogden

Department Submitting Facilities Management

Documents:

ADMIN GENERATOR PROPOSAL RECCOMENDATION.PDF  
STORY COUNTY ADMIN GENERATOR PROPOSAL.PDF

- II. Discussion And Consideration Of Preconstruction Agreement With The Iowa Department Of Transportation - Darren Moon

Department Submitting Engineer

Documents:

IDOT AGREEMENT.PDF

- III. Discussion And Consideration Of Resolution #23-29, Authorizing The Placement Of A Stop Sign At The Intersection Of 310th Street And 560th Avenue - Darren Moon

Department Submitting Engineer

Documents:

RES 23 29.PDF

- IV. Discussion And Consideration Of Resolution #23-30, Authorizing The Placement Of A Speed Limit Sign On 250th Street Starting At 670th Avenue To The Intersection Of 680th Avenue - Darren Moon

Department Submitting Engineer

Documents:

RES 23 30.PDF

- V. Discussion And Consideration Of Resolution #23-31, Authorizing The Placement Of A Speed Limit Sign On George W Carver Beginning 750 Feet North Of W 190th Street Running South 2630 Feet South Of Cameron School Road - Darren Moon

Department Submitting Engineer

Documents:

RESOLUTION 23 31.PDF

- VI. Discussion And Consideration Of Draft Policy For Crossing Roads With Manure Pumping Hoses - Darren Moon

Department Submitting Engineer

Documents:

SPILL PLAN DRAFT.PDF  
POLICY.PDF  
PERMIT APPLICATION.PDF

13. DEPARTMENTAL REPORTS:

- I. Planning & Development Quarterly Report - Amelia Schoeneman

Department Submitting Auditor

Documents:

PD.PDF

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

10/4/22

NAME

ADDRESS

Joby Brogden  
Darlene Moop  
Amelia Schreeman  
Kara Warne  
Sandra Kief  
Curtis Andersen

scfm  
ENB.  
P&D  
1573 Stagecoach Rd Ames  
BOS  
SAO

# PROCLAMATION

## *Indigenous Peoples Day*

**October 11, 2022**

**WHEREAS**, the holiday known as Columbus Day commemorates the Italian Explorer Christopher Columbus and his voyages to the “New World” the beginning of the colonization of indigenous people that forever changed their identity, cultures and achievements; and

**WHEREAS**, numerous cities and state governments within the United States now recognize Columbus Day also as Indigenous Peoples’ Day in an effort to create a path of healing and reconciliation; and

**WHEREAS**, Story County recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

**WHEREAS**, Story County recognizes and values the many contributions made through Indigenous Peoples’ knowledge, labor, technology, science, philosophy, arts and the deep cultural contribution; and

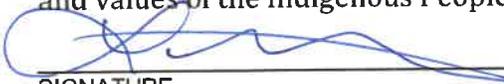
**WHEREAS**, Story County has a responsibility to oppose the systematic racism towards Indigenous People in the United States, which perpetuates high rates of poverty and income inequality, exacerbating disproportionate health, education, and social crises; and

**WHEREAS**, Story County promotes the closing of the equity gap for Indigenous Peoples through policies and practices that reflect the experiences of Indigenous Peoples, ensure greater access and opportunity, and honor our nation’s indigenous roots, history, and contributions; and

**WHEREAS**, Indigenous Peoples’ Day was first proposed in 1977 by a delegation of Native Nations to the United Nations sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

**WHEREAS**, honoring the role of Columbus as a historical figure promotes values of intolerance and violence that are still common in today’s world and opposed to the values of the citizens of Story County;

**NOW, THEREFORE, BE IT RESOLVED THAT**, We, the Story County Board of Supervisors, do hereby proclaim October 11, 2022 as Indigenous Peoples Day and we strongly support the proposition that Indigenous Peoples’ Day shall be an opportunity to celebrate the thriving cultures and values of the Indigenous Peoples of our region.

	10.4.22
SIGNATURE	DATE
	10-4-22
SIGNATURE	DATE
	10-4-22
SIGNATURE	DATE



## GRANT AGREEMENT

### AN AGREEMENT WITH CHILDSERVE, INC. FOR FUNDING TOWARDS THE KITCHEN RENOVATION AND UPGRADE PROJECT FOR THE CHILDCARE PROGRAM AT THE AMES FACILITY

THIS AGREEMENT ("Agreement") is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and the ChildServe, Inc., hereinafter referred to as "Grantee", whose mailing address and telephone number is 5406 Merle Hay Road, Box 707, Johnston, Iowa 50131, telephone 515-727-8750.

#### 1. PURPOSE AND INTENT

The purpose of the agreement is for the Grantee to use \$178,000 funded from ARPA Recovery Funds lost revenue towards a kitchen renovation and upgrade project for the childcare program at the ChildServe Ames facility. The Grantee acknowledges that (1) the source of funding awarded for this project is the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) 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.) In order to accomplish the objectives of the American Rescue Plan Act (ARPA) to respond to the public health emergency or negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, the County and Grantee agree as follows.

#### 2. DISBURSEMENT OF FUNDS

The County will pay Grantee an amount not to exceed \$178,000. The funds will be disbursed in one lump-sum payment of \$178,000.

#### 3. REPORTING

In exchange for payment received, Grantee agrees to provide the County quarterly reporting on expenditures and obligations made with ARPA funds and annual reporting regarding the \$178,000.00 funded from ARPA Recovery Funds lost revenue towards a kitchen renovation and upgrade project for the childcare program at the ChildServe Ames facility. A timeline for quarterly reporting is attached as Exhibit A.

#### 4. TERMS

The terms of this service agreement shall begin upon the execution of this contract by the Chair of the Story County Board of Supervisors. Agreement shall terminate upon the exhaustion of ARPA funds by Grantee. Agreement will terminate no later than 12/31/2026.

(A) This Agreement shall remain in effect until one of the following events has occurred:

- a. The Grantee and the County replace this Agreement with another written agreement;
- b. All of Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements; or
- c. This Agreement has been terminated pursuant to the provisions of Section 4 hereof.

## 5. TERMINATION

The County, in its sole and absolute discretion, may terminate this Agreement:

- a. if the Grantee has breached any provision of this Agreement or has failed to comply with any applicable state or federal law or regulation applicable to any Project; or
- b. if any representation or warranty made by the Grantee in any Proposal, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- c. *Notice of Termination.* The County shall provide the Grantee with written notice of termination of this Agreement. The termination of this Agreement shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- d. *Effect of Termination.* Upon termination of this Agreement, the Grantee shall reimburse the County for all costs and disbursements of the project terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination. The Grantee shall return any unused portion of the funds to the County within thirty days of notification of termination.
- e. Grantee may terminate this agreement by giving a 21-day notice by certified mail to the County.

## 6. AFFIRMATIVE COVENANTS

- a. *Ratification.* By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).
- b. *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the

corporate existence of the Grantee nor the title to office of any authorized representatives of the Grantee executing this Agreement, is being contested.

- c. No Conflicts. The authorization, execution and delivery of this Agreement, and performance by the Grantee of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- d. SAM.gov Registration. Grantee shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") herein listed is the correct number for the Grantee as of the date hereof. If Grantee is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Provider.
  - i. Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS")  
LAXJLA77TK63
- e. Reporting and Compliance with Laws. The Grantee shall comply with all reporting requirements as determined by Story County. In addition, the Grantee agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Grantee covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- f. Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975.
- g. If for any reason Grantee is unable to meet the terms as agreed upon above Grantee shall notify the COUNTY and return any unused portion of the funds to the COUNTY within 30 days of that notification.

## 7. ASSIGNMENTS

Grantee's obligation and duties under this Agreement shall not be assigned without the permission of the County.

## **8. INDEMNIFICATION**

Grantee shall hold harmless the County for any injury or damage caused by the acts or omissions of Grantee on employees or agents and Grantee agrees to indemnify the County for any such injury or damages.

## **9. DISPUTES**

Any disputes that arise between the County and Grantee would be governed by Iowa law and be litigated in Story County.

## **10. ACCESS TO BOOKS AND RECORDS**

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

- a. Recordkeeping. The Grantee shall maintain accounts and records with respect to the Project in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to the Project for a period of seven years after all proceeds have been expended or returned to the County. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine-readable formats. Grantee 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). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee 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.

## **11. REQUIREMENTS**

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

**12. COMPLETE AGREEMENT**

This is the entire agreement between the County and Grantee.

STORY COUNTY, IOWA (County)

By:

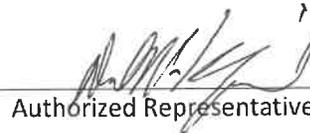


Chairperson of the Board of Supervisors

Dated: 10-4-22

Child Serv. Inc. (Grantee)

By:



Authorized Representative

Dated: 9/26/2022

Closure No. 23-17

Date September 27, 2022

## Resolution

### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of construction in section 34, 35 Lincoln Twp on

720th Avenue is closed between 150th Street and 160th Street

  
\_\_\_\_\_  
Chair, Board of Supervisors

Attest:   
\_\_\_\_\_  
County Auditor

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

ALLOWED BY VOTE OF THE BOARD

Yea 3 Nay 0 Absent 0

  
\_\_\_\_\_  
CHAIRPERSON

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

Closure No. 23-18

Date September 27, 2022

## Resolution

### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of construction in section 9,10 Grant Twp on

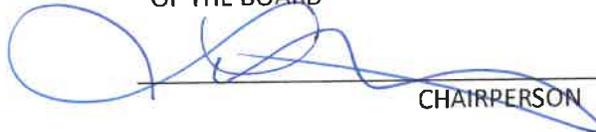
590th Ave is closed between Lincoln Highway and US Highway 30

  
\_\_\_\_\_  
Chair, Board of Supervisors

Attest:   
\_\_\_\_\_  
County Auditor

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

ALLOWED BY VOTE OF THE BOARD	Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
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\_\_\_\_\_  
CHAIRPERSON

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

## STORY COUNTY UTILITY PERMIT

Date 9/27/22

To the Board of Supervisors, Story County, Iowa:

The Stratford Communications Company, incorporated under the laws of Iowa, with its principal place of business at 1001 Terryson Ave Stratford, IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Fiber Optic Cable on secondary route see attached, from see attached to see attached, a distance of see attached miles.

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

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

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

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

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

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

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

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

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

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

Date 9-26-22

Stratford Communications  
Name of Company (Applicant - Permittee)

[Signature] 515-838-2390  
by Phone no.

Recommended for Approval:

Date 9-27-22

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

Approved:

Date 10-4-22

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

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



Story City

Story City Permit



Imagery ©2022 Maxar Technologies, Map data ©2022 50 ft

Measure distance  
Total distance: 516.91 ft (157.56 m)

1-00

Permit Number 23-0589

STORY COUNTY UTILITY PERMIT

Date 9/27/22

To the Board of Supervisors, Story County, Iowa:  
XENIA RURAL

The WATER DISTRICT Company, incorporated under the laws of IOWA  
authorize to do business within the State of Iowa, with its principal place of business at 23998  
141st ST, Bouton IA 50039 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

To provide water service per attached map(s).

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

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

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

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

4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.

5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.

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

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

122156-2408

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 9/27/2022

XENIA RURAL WATER DISTRICT

Name of Company (Applicant - Permittee)

Roger Ob  
by

(515) 676-2117

Phone no.

Recommended for Approval:

Date 9.27.22

David Miller  
Asst. County Engineer

515-382-7355

Phone no.

Approved:

Date 10.4.22

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

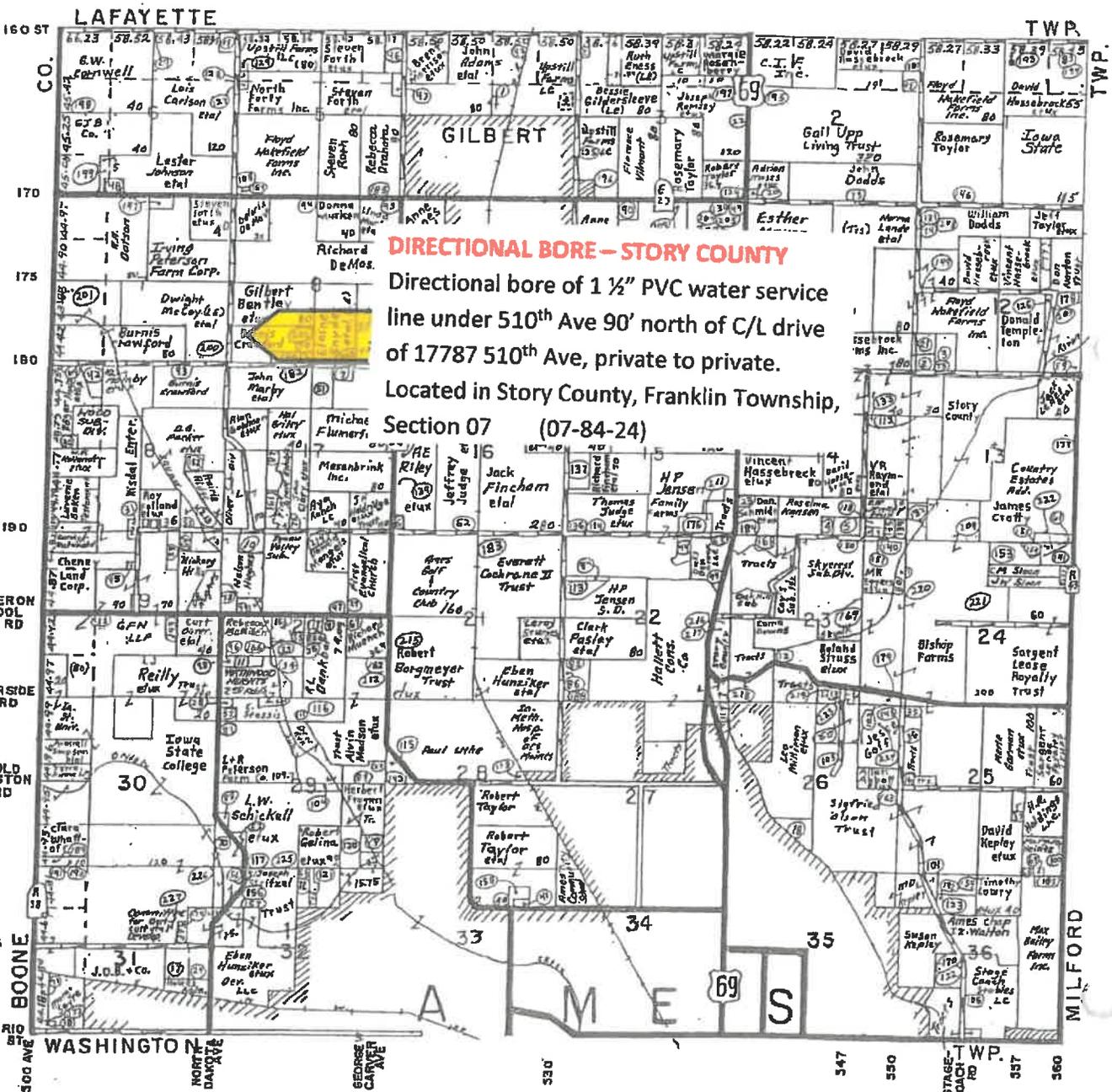
**Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.**



T84N

FRANKLIN

R24N



**DIRECTIONAL BORE - STORY COUNTY**

Directional bore of 1 1/2" PVC water service line under 510<sup>th</sup> Ave 90' north of C/L drive of 17787 510<sup>th</sup> Ave, private to private.

Located in Story County, Franklin Township, Section 07 (07-84-24)

TWP.

MILFORD TWP.

160 ST

170

175

180

190

CAMERON SCHOOL RD

RIVERSIDE RD

OLD BLOOMINGTON RD

BOONE

ONTARIO ST

500 AVE

LAFAYETTE

TWP.

GILBERT

Section 07 (07-84-24)

WASHINGTON

NORTH DAVENPORT

GEORGE CARVER AVE

530

547

550

STAGE COACH RD

557

560

69

S

TWP.

## STORY COUNTY UTILITY PERMIT

Date 9/29/23

To the Board of Supervisors, Story County, Iowa:

The Interstate Power & Light Company (Alliant Energy) Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at , 1284 XE Place Ames, IA 50014 , 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 overhead distribution on secondary route 670th Ave , from 120th St to 12408 670th Ave , a distance of .40719 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:

*We will be removing the overhead poles and conductor. We have permission to work from the farm fields and private property, after the crops are harvested, so there should not be any road issues. We will have road signage according to I.D.O.T. specifications.*

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:

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

Date 09-27-2022

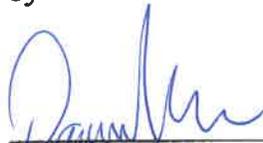
Interstate Power & Light Company (Alliant Energy)  
Name of Company (Applicant - Permittee)

Blaine Tibben 515-268-3434

by \_\_\_\_\_ Phone no.

Recommended for Approval:

Date 9-29-22

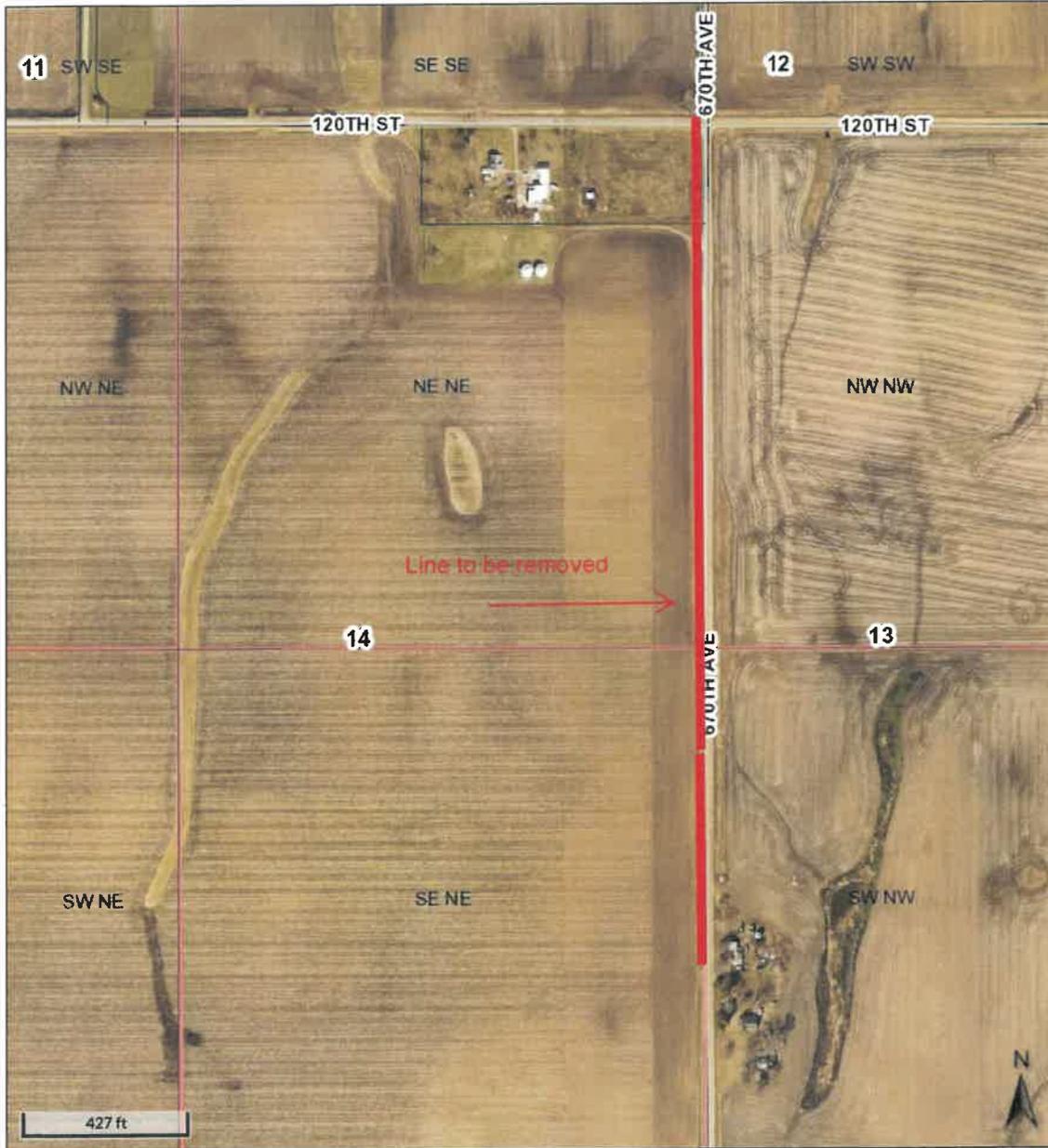
  
\_\_\_\_\_  
County Engineer 515-382-7355  
Phone no.

Approved:

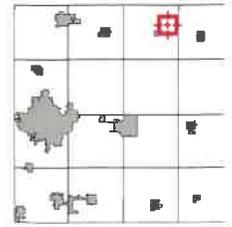
Date 10.4.22

  
\_\_\_\_\_  
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.**



**Overview**



**Legend**

-  Parcels
-  Lots
-  Townships
-  Sections
-  Quarter Quarters
-  Corporate Limits
-  Road Centerlines

**Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:**

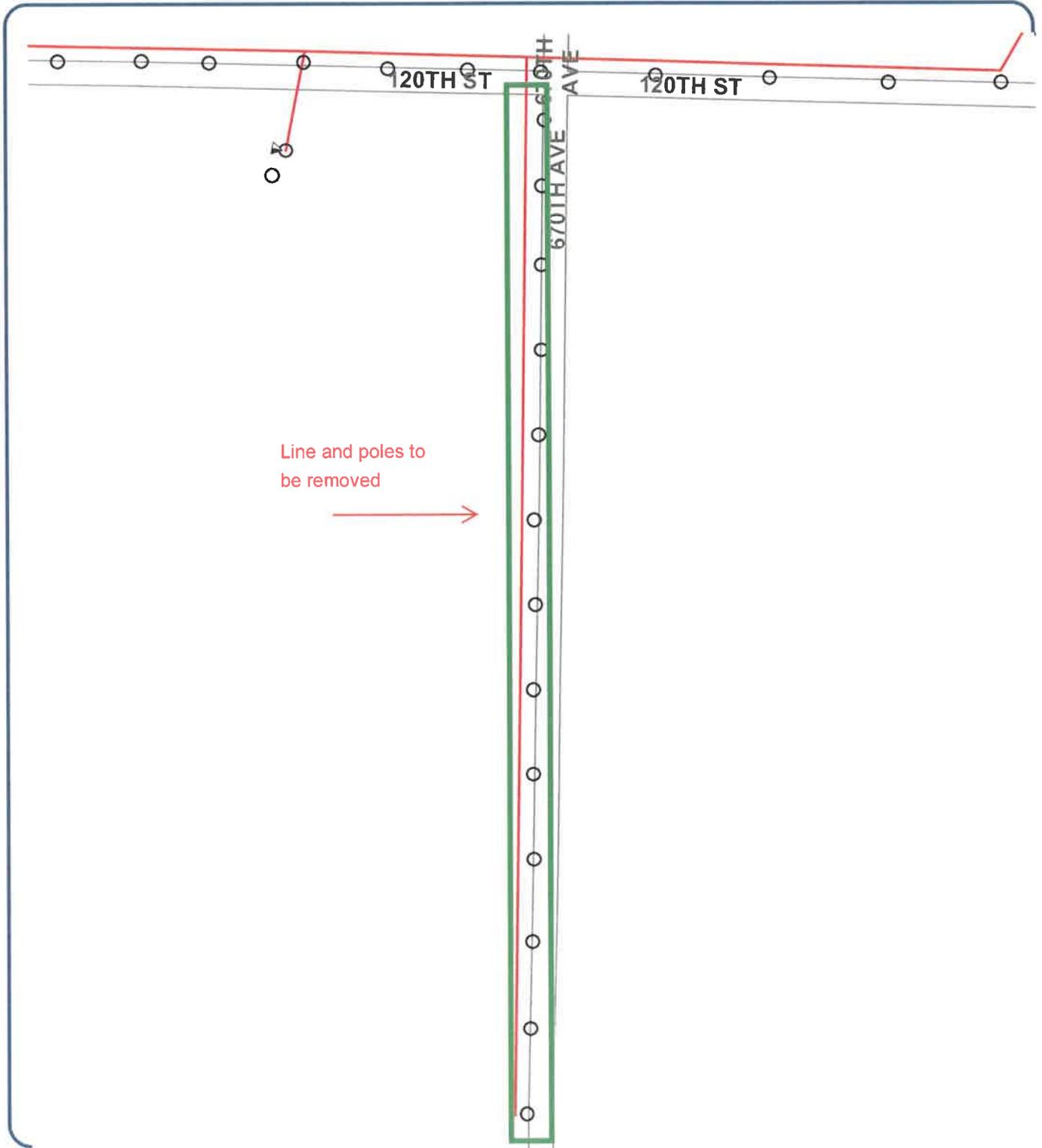
The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines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

Date created: 9/28/2022

Last Data Uploaded: 9/28/2022 12:27:20 AM

Developed by  Schneider  
GEOSPATIAL

Interstate Power and Light Company (IPL) and Wisconsin Power and Light Company (WPL) both Alliant Energy utility companies and hereafter referred to as the Utilities) assume no liability and make no warranty or representation whatsoever as to the accuracy or completeness of the information contained on this map. Any data provided is for general information only and any use of this data is at your own risk. Any intention to excavate requires compliance with state law including contacting the appropriate one call notification center. Prior to excavation, the actual physical location of buried facilities must be determined pursuant to the requirements of applicable law. This map constitutes limited protected nonpublic data that is confidential and proprietary to the Utilities. By one of the Utilities issuing you a copy of this map, You are deemed to have agreed to treat this information as confidential and to use and disclose it only for the specific project identified in your request for the map and as further restricted below. (If you disagree, please destroy this map and inform the Alliant Energy representative that sent it to You that You cannot comply, that your copy has been removed from all storage mechanisms, and that You will not further use this map.) This map may only be copied or reproduced for internal use by the Utilities or copied, reproduced, or disclosed by You subject to the terms of a nondisclosure or confidentiality agreement between your organization and those to whom you intend to disclose such information for a specific project, whereby the potential recipients agree to use this map only for the specific project identified in the request for the map and to treat this map as the Utilities' confidential and proprietary information restricted from further use, copying or disclosure indefinitely. Any other use, copying or reproduction is strictly forbidden.



Line and poles to be removed



Alliant Energy Confidential  
Classification: Confidential

1:3,409

120TH ST/670TH AVE  
MCCALLSBURG, IA  
LINE RETIREMENT



**Test Licensing Agreement**

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. (Licensor) By accepting the Ergometrics test materials for use, you are agreeing to the terms of this agreement and that you have authority to enter into such an agreement on behalf of the Agency.

**Licensee**

Latifah Faisal \_\_\_\_\_ 10.4.22 \_\_\_\_\_  
Principal Signer Date

\_\_\_\_\_  
Signature

Story County Board of Supervisors, Chair \_\_\_\_\_  
Title

Story County Sheriff's Office \_\_\_\_\_  
Agency Name

1315 S B Avenue \_\_\_\_\_  
Physical Address

Nevada Iowa 50102 \_\_\_\_\_  
City State Zip

(515)382-7458 ctoresdahl@storycountyiowa.gov \_\_\_\_\_  
Telephone Email

**Authorized Contacts**

Please list, in addition to the Principal Signer, anyone who is authorized to receive materials, scores or discuss scores with Ergometrics. Licensee is responsible for updating Ergometrics of any changes to Authorized Contacts.

Micah Andersen \_\_\_\_\_  
Authorized Contact

Assistant Jail Administrator \_\_\_\_\_  
Title

(515)382-7532 \_\_\_\_\_  
Telephone

mandersen@storycountyiowa.gov \_\_\_\_\_  
Email

Constance Toresdahl \_\_\_\_\_  
Authorized Contact

Administration Commander \_\_\_\_\_  
Title

(515)382-7458 \_\_\_\_\_  
Telephone

ctoresdahl@storycountyiowa.gov \_\_\_\_\_  
Email



Return to:  
Ergometrics &  
Applied Personnel Research, Inc.  
2122 164<sup>th</sup> St SW Suite 300  
Lynnwood, WA 98087  
FAX: 425-877-0566  
Or email  
[clientservices@ergometrics.org](mailto:clientservices@ergometrics.org)

*Failure to return the signed licensing agreement,  
will delay the processing of your order.*

For Office use only:

Product: \_\_\_\_\_

License Type: \_\_\_\_\_

Highrise: \_\_\_\_\_

Exam HQ: \_\_\_\_\_

Notes: \_\_\_\_\_

## Per Applicant Test Licensing Agreement

### 1. Scope of Agreement

Ergometrics & Applied Personnel Research, Inc. ("Licensor") grants to the Licensee the right to use the Licensor's tests, outlined in Attachment A to this Agreement, incorporated herein by reference, and all associated materials (collectively, the "Test"), for the sole purpose of pre-employment and promotional testing. The Test may not be used for training purposes under any circumstances. The Licensee may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from the Licensor. The Test meets and/or exceeds all Equal Employment Opportunity Commission guidelines and professional standards. This agreement does not include local validation for the Licensee. The Licensor will provide national validation reports upon request. In the event of challenge, the Licensor will provide expert testimony at its regular consulting rates. The Licensor assumes no liability for the use or misapplication of this product.

### 2. Copyright

The Test is owned by the Licensor and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from the Licensor and may only be used for the purposes described in this Agreement or as otherwise approved by the Licensor.

### 3. Implementation

The Licensor will provide the Licensee general written or telephone instructions on the administration and use of the Test. The Licensor warrants that the video, audio, and printed materials are free from defects in material and workmanship. Licensor will assist Licensee with interpretation of score results and scoring methodology. The licensee was offered a transportability analysis as part of the implementation process. If the licensee chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

### 4. Test Security

Licensee will maintain strict security of the Test in accordance with accepted security practices and those incorporated herein. Licensee shall be fully responsible for the secure storage and use of the Test and will establish and maintain strict test security procedures, including precautions preventing materials from being stolen, copied, or otherwise compromised.

- a. The Test must not be left unattended at any time, and when not in use, the Test must be kept in a secured and locked location. Trash containing confidential material will be disposed of securely.
- b. All persons having access to the Test must sign the Individual Statement of Understanding, found in the Administration Packet, and all signed copies kept on file with the Licensee for one year from the date of signature.
- c. Certification of Compliance with Confidentiality and Copyright, found in the Administration Packet, must be collected from each applicant before testing sessions begin, and all signed copies kept on file with the Licensee for one year from the date of signature.
- d. The Test maintained in electronic format must be kept on a non-networked, standalone computer.
- e. Cell phones and electronic devices are not allowed in the test administrations.
- f. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room. In the event of loss or theft of the Test, or cheating, Licensor must be notified immediately.
- g. Any testing materials shipped must use a form of registered

service with tracking number and signature for delivery.

- h. Test content is confidential and copyrighted. Any conversations about Test content must only be conducted formally in conjunction with the Licensor.

### 5. Subcontracting the Test

The Test is licensed for use only by the Licensee. The Licensee must contact the Licensor to obtain permission if the Licensee wishes to subcontract test administration or other services that involve the outside handling of the Test. The Licensee will remain fully responsible for the security of materials that are handled in this manner.

### 6. Termination

This Agreement may be terminated in whole in the event that the Licensee or Licensor breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Licensor will be entitled to payment, determined on a pro rata basis for services performed or rendered, and all Test materials must be returned immediately to the Licensor once the Agreement has been terminated.

### 7. Events Upon License Expiration or Termination

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of the Agreement. Late or lost Test materials will be subject to additional fees. Attachment A to this Agreement sets out additional provisions in respect of the parties' obligations upon termination.

### 8. Pricing

Pricing for this Agreement is specified in Attachment A, incorporated herein by reference.

### 9. No Waiver

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

### 10. Entirety of Agreement

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties. Any previous Test Licensing agreements between Licensee and Licensor are null and void, replaced by this one.

### 11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

### 12. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

### 13. Governing Law

This Agreement is governed by the laws of the State of Washington.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER  
Prepared by Amelia Schoeneman, Planning and Development, 900 6<sup>th</sup> Street, Nevada, Iowa 50201 515-382-7245

STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 23-22

TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF APPROXIMATELY 20 ACRES OF BARE GROUND (EXACT DESCRIPTION TO BE DETERMINED BY ABSTRACT AND NEW PLAT OF SURVEY) OF COUNTY PROPERTY LOCALLY KNOWN AS 60016 160<sup>TH</sup> ST., NEVADA, IOWA, FOR THE AMOUNT OF \$200,000.00 AND AUTHORIZE THE SIGNATURE UPON THE PURCHASE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTATION TO EFFECTUATE THE PURCHASE BY THE CHAIR OF THE BOARD OF SUPERVISORS

WHEREAS, the Story County Board of Supervisors of Story County, Iowa, that in order to acquire an interest in real property, for the purpose and use as a Debris Disposal Management Site, will consider a Purchase Agreement between Story County Iowa, and Carol L. Strom (aka Munson) and Kathleen Vaezi (aka Munson), to purchase the property described above;

WHEREAS, the County has fully considered the Purchase Agreement and finds that it is a necessary step in the process toward the acquisition of property in accordance with Iowa Code 331.

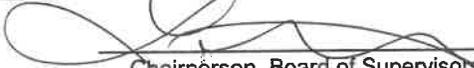
WHEREAS, entering into said Purchase Agreement is advisable.

AND WHEREAS, Story County held a public meeting on this matter on the 4 day of October, 2022.

NOW, THEREFORE, BE IT RESOLVED that the County shall enter into the attached Purchase Agreement for the purchase of property described above, and any other necessary documentation to complete the transfer.

IT IS FURTHER RESOLVED the Chairperson of the Board of Supervisors and the Clerk to the Board of Supervisors are authorized and they are hereby directed to certify a copy of this Resolution as the voluntary act and deed of the Board of Supervisors of Story County, Iowa.

Dated this 4<sup>th</sup> day of October, 2022.

  
Chairperson, Board of Supervisors

Attest:

  
County Auditor

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

ALLOWED BY VOTE  
OF BOARD

Yea 3 Nay 0 Absent 0

Above tabulation made by 

  
CHAIRPERSON



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

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

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Amelia Schoeneman, Planning and Development Director  
**RE:** Purchase Agreement for Debris Staging and Reduction Site  
**MEETING**  
**DATE:** October 4, 2022

As part of our current work program, the Planning and Development Department was to identify a property for purchase to serve as a debris staging and reduction site in case of disaster. This has been on the department's work program since 2015. The proposed site is not for permanent debris disposal. It would allow residents, the County, or a third party to bring debris to the site after a disaster for sorting and processing. Processing and staging debris on a site prior to disposal facilitates an orderly and efficient recovery process after a disaster. Additionally, Story County does not have a landfill and the Boone County Landfill's construction and demolition debris capacity is limited.

### Background

In previous years, staff focused on identifying a site to lease. A letter was sent to property owners meeting siting requirements and owners of commercial and industrial land, including Martin Marietta, and Iowa State University. Staff also reached out to County Departments. Two property owners were interested. After working with the County Attorney's office to draft a lease and further discussions with the property owners about leasing property in 2018, the property owners determined they were no longer interested.

The Emergency Management Agency suggested that Planning and Development reach out to cities in Story County to coordinate on leasing, buying, or using city-owned property. The cities of Maxwell and Nevada have debris sites and were initially interested in entering into a 28E agreement to allow the county to use the debris sites. After the 2020 derecho, it was determined that if a disaster affects a city as well, the sites would not be fully available. Additionally, the sites have portions in the floodplain/natural areas.

In response to the 2020 derecho, the county leased land that was the location of a former stover site for debris. This property is the same that staff is proposing to purchase.

At the 2021 and 2022 joint Planning and Zoning Commission and Board of Supervisors meeting to discuss the annual work program, staff was directed to continue to work to identify a property to purchase.

In early 2022, staff sent a letter to property owners and inquire about their interest in selling land for a debris site. Selected property owners were those with property approximately 10 acres to 20 acres in size, over a quarter mile from any residences, and in close proximity to a paved road. Floodplains were excluded. The letter went to 37 property owners of approximately 90 parcels of land.

Staff received responses from five property owners. Several were interested in selling other parcels of land that did not meet siting requirements. Other parcels were later determined to present issues due to the proximity of the sites to Interstate 35 and Highway 30 and potential conflicts with burning or debris falling off of vehicles on the highways.

### **Proposed Site**

The property owners of the previously leased site reached out to staff and are interested in selling 20 acres, which includes the previously used site, to the county. The acres they are interested in selling are the northern 20 acres (northern third) of the property.

The Story County Engineer indicated that they would be interested in also using the site for stockpiling of dirt and rock for road construction projects. The Facilities Management Director indicated the site would be too far from county buildings to support a storage building for their use. Staff would also investigate planting hay or CRP on the site as an interim use when the site wasn't needed for disaster debris.

The site, shown in Figure 1, is located on the corner of 600<sup>th</sup> Avenue and 160<sup>th</sup> Street (60016 600<sup>th</sup> Ave) in Milford Township. Due to the previous stover storage use, there is a remnant of a gravel base on the site. The western portion of the site meets the Iowa Department of Natural Resources separation requirements from

dwellings if vegetative debris were burned. 600<sup>th</sup> Avenue is a paved road. The accesses to the site are located on 160<sup>th</sup> Street, which is gravel. The two accesses have a drive connecting them, which allows one-way vehicle circulation.

### **Purchase Agreement Negotiation**

At the direction of the Board at their March 22, 2022 meeting, staff began negotiations with the property owners. Negotiations were led by Board Chair Latifah Faisal. Assistant County Attorney Ethan Anderson and



*Figure 1: Proposed Disaster Debris Site Aerial Image*

Assessor Wayne Schwickerath also participated, along with planning staff. The final purchase agreement includes:

- 20 acres of land will be purchased. The exact land to be purchased will be surveyed. Previously, 10 acres was leased for vegetative debris staging and processing post-derecho. Additional acres are needed to separate debris (e.g. white goods, construction and demolition waste, and household hazardous waste) with sufficient space between debris types. The 20 acre size also ensures that both ingress/egress points are included and includes all land previously used for stover storage. It also provides space for Secondary Roads' needs.
- The purchase price is \$200,000 total, or \$10,000 per acre. This price is based on bare land sales in the same township (Milford) and countywide for similarly situated land (agricultural, similar Corn Suitability Rating scores). A list and map of the sales considered is included on the agenda center.
- Several contingencies:
  - A conditional use permit is obtained to permit the site be used for debris staging and reduction. This would be sought from the Story County Board of Adjustment after a debris management plan and site plan are developed by a consultant. The Request for Proposals (RFP) process to retain consulting services to develop an appropriate site design and determine/develop any necessary plans or agreements with other agencies is further discussed under the next section, "Board Alternatives and Next Steps." The seller has the right to cancel the purchase agreement if buyer is not able to secure the required permits and approval for closing by July 2023.
  - The land is successfully divided into a 20 acre parcel.
  - A perimeter barrier shall be constructed one year after closing. The seller prefers an earthen berm as the barrier type. Staff has been contacted by the Iowa Soybean Association to complete a perimeter pollinator planting.
  - A deed restriction is provided, preventing the site from being used for a permanent landfill.
  - The County will pay up to \$2,500 in closing costs. Staff estimates that costs will be between \$3,000-\$4,000 total. A breakdown of closing costs is included below.
    - Survey: \$1,800-\$2,400
    - Abstracting Costs: \$800-\$1,200
    - Transfer Tax: Approximately \$320

### **Board Alternatives and Next Steps**

The Board may act to enter into the purchase agreement. Other alternatives would be to decline to enter into the agreement, or to remand the agreement to staff to renegotiate certain aspects or to further consider certain requirements or processes. These alternatives are as follow:

- The Board of Supervisors approves Resolution 23-22 to enter into a purchase agreement for the purchase of approximately 20 acres of bare ground (exact description to be determined by abstract and new plat of survey) of county property locally known as 60016 160th St., Nevada, Iowa, for the amount of \$200,000.00 and authorize the signature upon the purchase agreement

and all other necessary documentation to effectuate the purchase by the chair of the Board of Supervisors.

- The Board of Supervisors denies Resolution 23-22 to enter into a purchase agreement for the purchase of approximately 20 acres of bare ground (exact description to be determined by abstract and new plat of survey) of county property locally known as 60016 160th St., Nevada, Iowa, for the amount of \$200,000.00 and authorize the signature upon the purchase agreement and all other necessary documentation to effectuate the purchase by the chair of the Board of Supervisors.
- The Board of Supervisors remands Resolution 23-22 to enter into a purchase agreement for the purchase of approximately 20 acres of bare ground (exact description to be determined by abstract and new plat of survey) of county property locally known as 60016 160th St., Nevada, Iowa, for the amount of \$200,000.00 to renegotiate specific aspects of the purchase agreement or to further consider certain requirements or processes. The Board directs staff to work with the County Attorney, County Assessor, and Board of Supervisors Chair, or others, to renegotiate the agreement.

If the Board acts to enter into the agreement, staff will prepare an RFP to retain consulting services to develop a plan for the site's use including plans for appropriately accepting, storing, and handling debris on the site, any agreements with other agencies for final disposal, and plans for any necessary site preparation work. Once this plan was developed, staff would request a conditional use permit from the Board of Adjustment. Staff will also have a survey prepared. With the permit, the County could close on the purchase.

The costs of the site, closing, and consulting fees are unbudgeted. An amendment to the current fiscal year's budget and Capital Improvement Plan would be required to close. Alternatively, it could be budgeted for in the next fiscal year. However, this would likely prevent closing before July of 2023. Procuring the site earlier in the year would ensure it is available for the start of severe weather season.

## OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Carol L. Strom (aka Munson) and Kathleen J. Vaezi (aka Munson)

Story County, Iowa (the "BUYER") hereby offers to buy, and Carol L. Strom and Kathleen J. Vaezi (the "SELLER") by its acceptance agrees to sell, the real property situated south of Roland, Iowa, locally known as 60016 160<sup>th</sup> St., Nevada, Iowa and legally described as:

Bare ground, approximately 20 acres located at the northwest corner of the farm with exact description to be determined by abstract and new plat of survey (the "Property"),

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYER, on possession, is permitted to use the Property for a debris staging and reduction site. The buyer is also permitted to use the property for other any lawful use that is not a permanent landfill.

1. PURCHASE PRICE. The Purchase Price shall be \$200,000.00 and the method of payment shall be as follows: Purchase price shall be paid in full at the time of closing with funds received from County General Fund of the Buyer.

2. REAL ESTATE TAXES. SELLER shall pay all taxes if any, currently due and payable for the Property and any unpaid real estate taxes payable in prior years. Buyer shall pay all subsequent real estate taxes for the Property. Unless otherwise provided in this Agreement, at closing SELLER shall pay BUYER, or BUYER shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

3. POSSESSION AND CLOSING. If BUYER timely performs all obligations, possession of the Property shall be delivered to Buyer at Closing. This transaction shall be considered final upon the recording of the title transfer documents and receipt of all funds due at closing from BUYER under the Agreement.

4. CONDITION OF PROPERTY. The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted.

5. ABSTRACT AND TITLE. SELLERS, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and deliver it to BUYERS' attorney for examination. The BUYER shall pay the cost of the abstract preparation.

The Abstract shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. SELLER shall inform BUYER of any defects in title when known to SELLER. SELLER shall make every reasonable effort to cure any defects noted in The Abstract of Title. If closing is delayed, due to a defect in title, BUYER and SELLER agree that either may serve the other with written notice of the intent to rescind the agreement. The abstract shall become the property of BUYER when the Purchase Price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER.

6. SURVEY. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, BUYER shall pay the costs thereof. The SELLER currently owns the property which contains 57.21 acres, the SELLER intends to convey and the BUYER intends to purchase 20 acres. A plat of survey will be required to divide the subject property into two parcels. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

7. ENVIRONMENTAL MATTERS. SELLERS warrant to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS shall also provide to BUYERS at Closing with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed herein.

8. DEED. Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYERS by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.

9. REMEDIES OF THE PARTIES. BUYER and SELLER are entitled to utilize any and all other remedies or actions at law or in equity available to them, including without limitation an action for specific performance and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

10. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLERS and BUYERS. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

11. JOINDER BY SELLER'S SPOUSE. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.

12. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

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

14. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

15. ADDITIONAL PROVISIONS. Notwithstanding any other terms or provisions of this Agreement to the contrary, the following additional provisions shall be included in and form part of this Agreement of the parties:

- (a) IOWA CODE SECTION 331. It is expressly acknowledged by the SELLER that BUYER shall have no obligation to close the transaction contemplated by this Agreement unless and until all its obligations expressed in Iowa Code Section §331 have been satisfied.
- (b) CONDITIONAL USE PERMIT AND LAND DIVISION. In addition to the other contingencies set forth in this Agreement, BUYER'S obligation to close this transaction is contingent on the approval and granting of both a conditional use permit for the proposed use, including a debris management plan and site plan for the site's use, and the successful division of the land to create the new 20 acre parcel for purchase. BUYER agrees to use good faith efforts as may be reasonably necessary and appropriate to enable BUYER to satisfy the foregoing contingency. The SELLER has the right to cancel this agreement if BUYER is not able to secure the required permits and approval for closing by July 2023.
- (c) PERIMETER BARRIER TO BE CONSTRUCTED BY BUYER. Within one year after Closing, BUYER shall construct at its expense a barrier around the perimeter of the Property. The perimeter barrier shall be constructed and designed in a manner consistent with customary agricultural practices acceptable to SELLER. The SELLER

prefers an earthen berm as the barrier type. The height and type of barrier shall be communicated from the BUYER to the SELLER prior to construction.

(d) CLOSING COSTS. BUYER agrees to pay all closing costs associated with this transaction, including, but not limited to appraisal, survey, abstract preparation, transfer tax, legal fees of SELLER (in an amount not to exceed \$2,500.00) and closing and recording costs.

(e) DEED RESTRICTION. BUYER and SELLERS expressly agree that the property shall not be used now, or in the future as a permanent landfill where debris or other waste is permanently disposed. The parties further agree that the warranty deed convey the property to BUYER shall mention such restriction...

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. The signatures below indicate that the signatories are empowered to act on behalf of and legally bind their respective entities.

CAROL L. STROM  
KATHLEEN J. VAEZI

STORY COUNTY, IOWA

By: \_\_\_\_\_  
Carol L. Strom

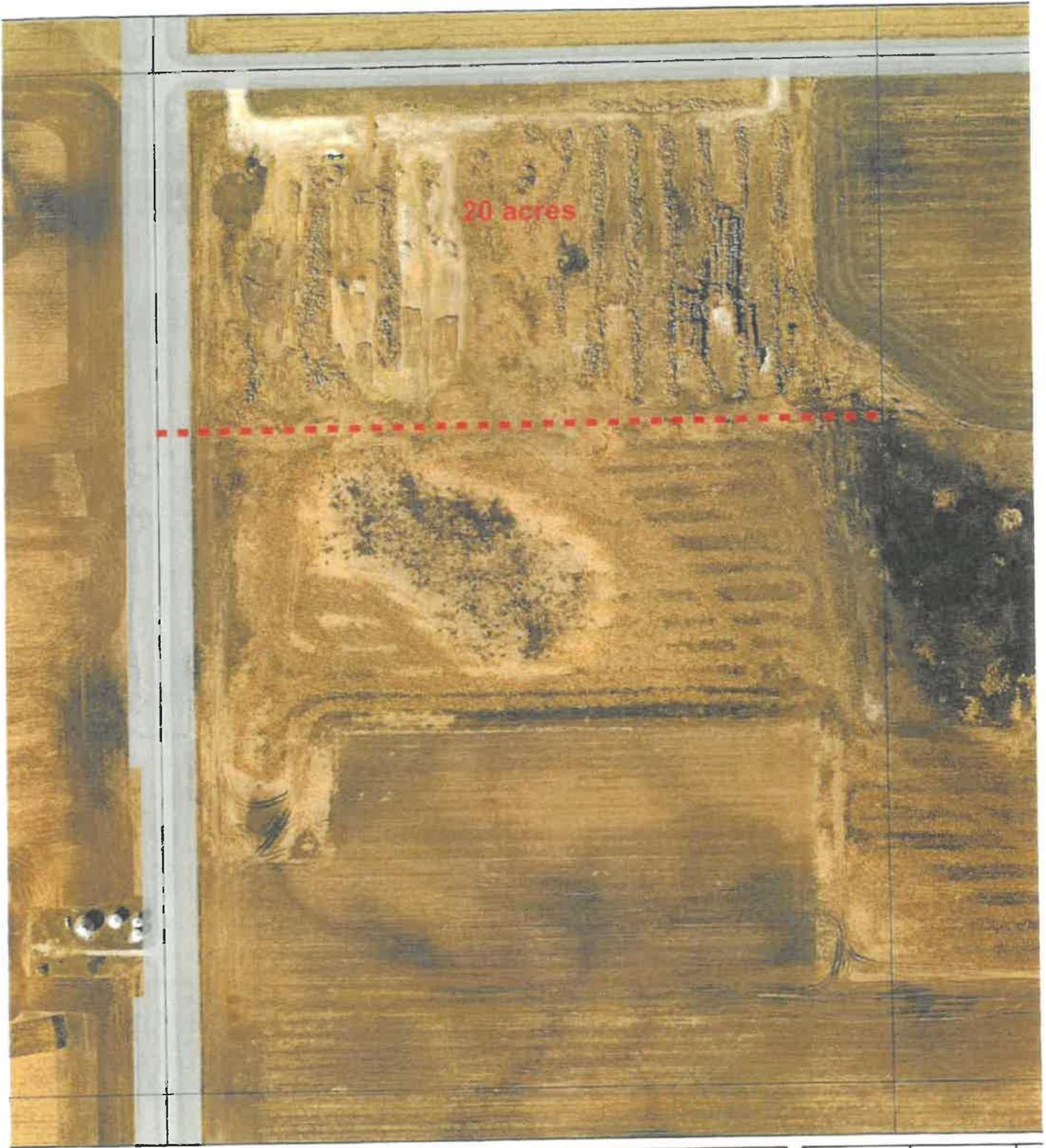
By: \_\_\_\_\_  
Latifah Faisal, Chair – Story County  
Board of Supervisors  
900 – 6<sup>th</sup> Street, Nevada IA 50201

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kathleen J. Vaezi

Dated: \_\_\_\_\_



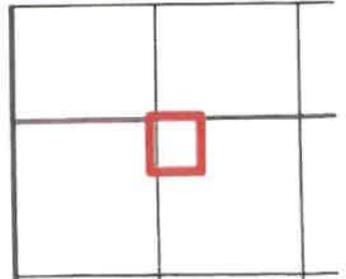
**Subject Property**  
Milford Township Section 2  
06-02-100-100  
CSR2--- 79.71  
Owner---Carol Strom



Story County digital cadastral data are a representation of recorded plats and surveys for use within the Geographic Information System for purposes of data access and analysis. These and other digital data do not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership or use.

0 65 130 260 390 520 650 Feet

Date Printed: 4/1/2022  
Story County MAPS



**Parcel CSR Report**

Processed on:04/01/2022 15:21:36

Parcel Number: 0602100100x  
 Location: Section 02, T84N R23W  
 Deed Holder: STROM, CAROL L 1/6  
 Contract Holder:  
 Legal Description: SECTION:02 TOWNSHIP:84 RANGE:23 NW NW

Configuration:2022

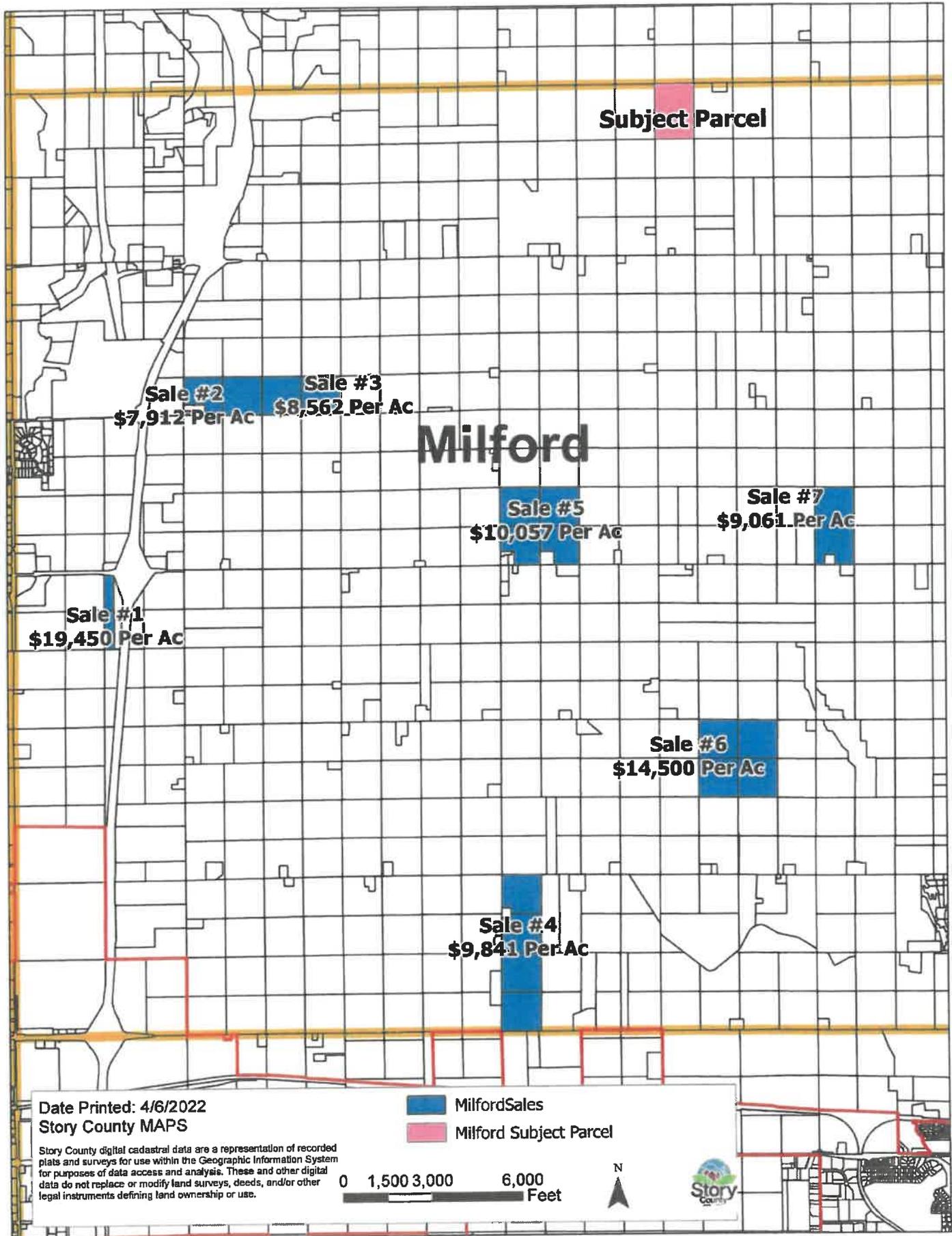
Mailing Address  
 60408 160TH ST  
 NEVADA  
 50201

Property Address  
 60016 160TH ST

Gross Acres: 20.00  
 ROW Acres: 1.50  
 Gross Taxable Acres: 18.50  
 Exempt Acres: 0.00  
 Net Taxable Acres: 18.50(Gross Taxable Acres - Exempt Land)  
 Average CSR: 79.712(1,474.67 CSR Points / 18.50 Gross Taxable Acres)  
 Assessed Land Value: \$27,798  
 Net Land Value: \$27,798

Summary										
Description	Acres	CSR	Rate	Gross Value		Adjusted Value				
				CSR Points	Value	CSR Points	Non Crop Value Reduction	Assessed Land Value	Net Land Value	
Crop Land	18.50	79.712	\$18.850	1,474.67	\$27,798	1,474.67		\$0	\$27,798	\$27,798
<b>Total</b>	<b>18.50</b>	<b>79.712</b>	<b>\$18.850</b>	<b>1,474.67</b>	<b>\$27,798</b>	<b>1,474.67</b>		<b>\$0</b>	<b>\$27,798</b>	<b>\$27,798</b>

Details									
Description	SMS	Soil Name	CSR	Unadj. Acres	Unadj. CSR Pts.	Spot & Line Acres	Adj. Acres	Non Crop CSRP Reduct	Adj. CSR Pts
Crop Land	107	Webster	86	0.79	67.94	0.00	0.79	0.00	67.94
Crop Land	253B	Farrar	76	10.97	833.72	0.00	10.97	0.00	833.72
Crop Land	507	Canisteo	84	4.65	390.60	0.00	4.65	0.00	390.60
Crop Land	55	Nicollet	89	1.97	175.33	0.00	1.97	0.00	175.33
Crop Land	6	Okoboji	59	0.12	7.08	0.00	0.12	0.00	7.08
<b>Total</b>				<b>18.50</b>	<b>1,474.67</b>	<b>0.00</b>	<b>18.50</b>	<b>0.00</b>	<b>1,474.67</b>



# Howard

**Sale #3**  
**\$7,900 Per Ac**

**Sale #4**  
**\$8,716 Per Ac**

**Sale #1**  
**\$7,786 Per Ac**

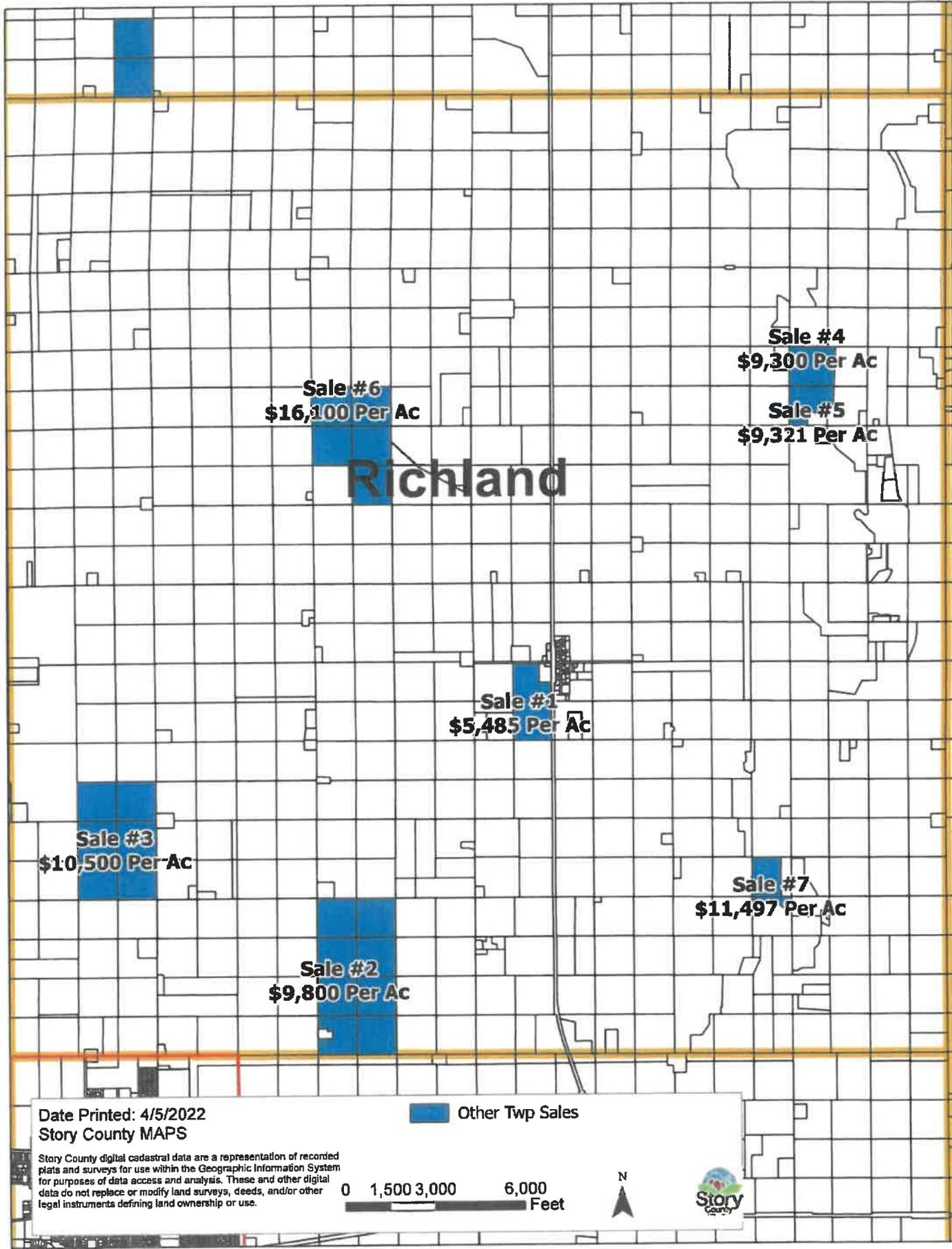
**Sale #2**  
**\$8,850 Per Ac**

Date Printed: 4/5/2022  
Story County MAPS

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 Other Twp Sales

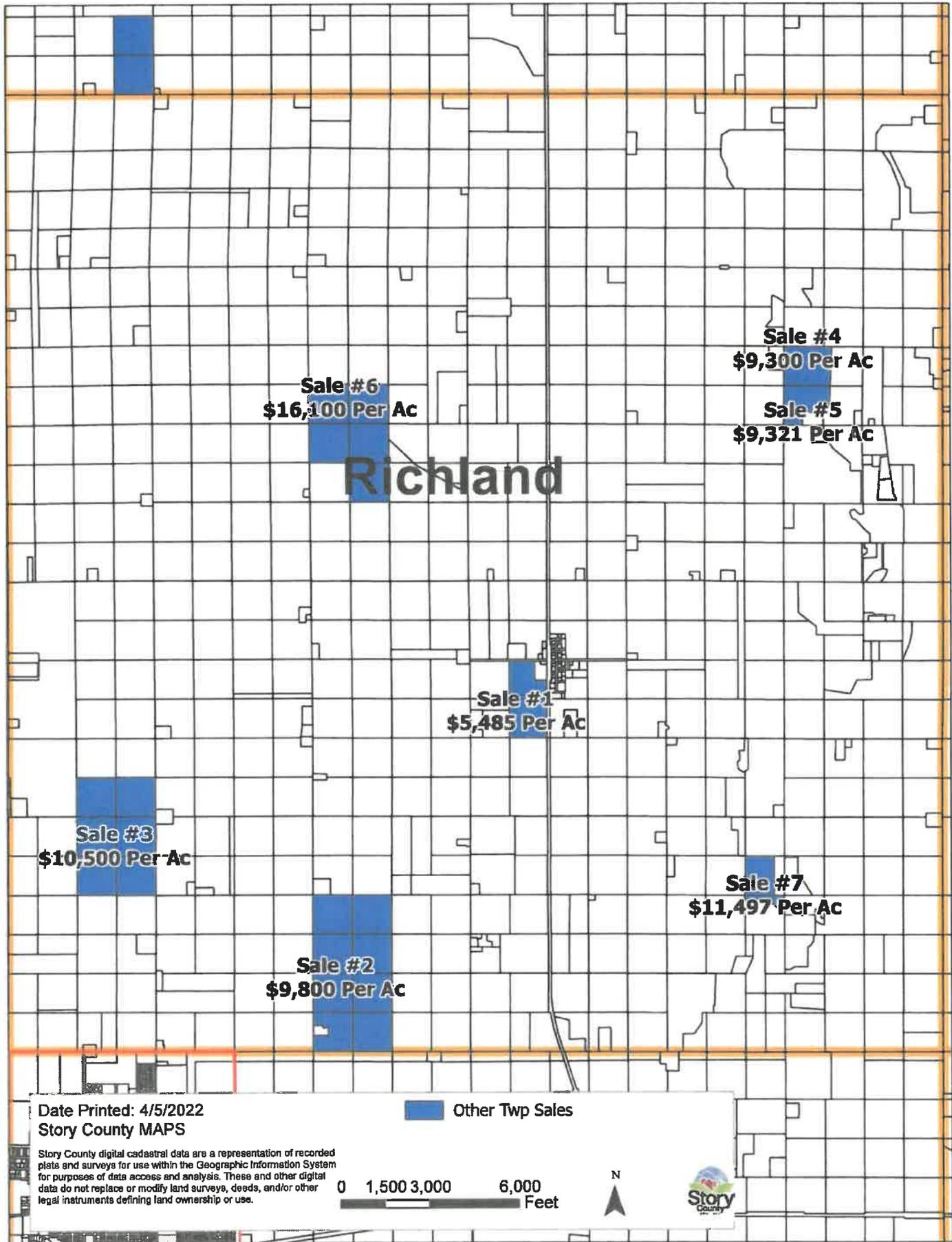




Date Printed: 4/5/2022  
 Story County MAPS

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# Warren

**Sale #1**  
**\$9,476 Per Ac**

**Sale #2**  
**\$8,750 Per Ac**

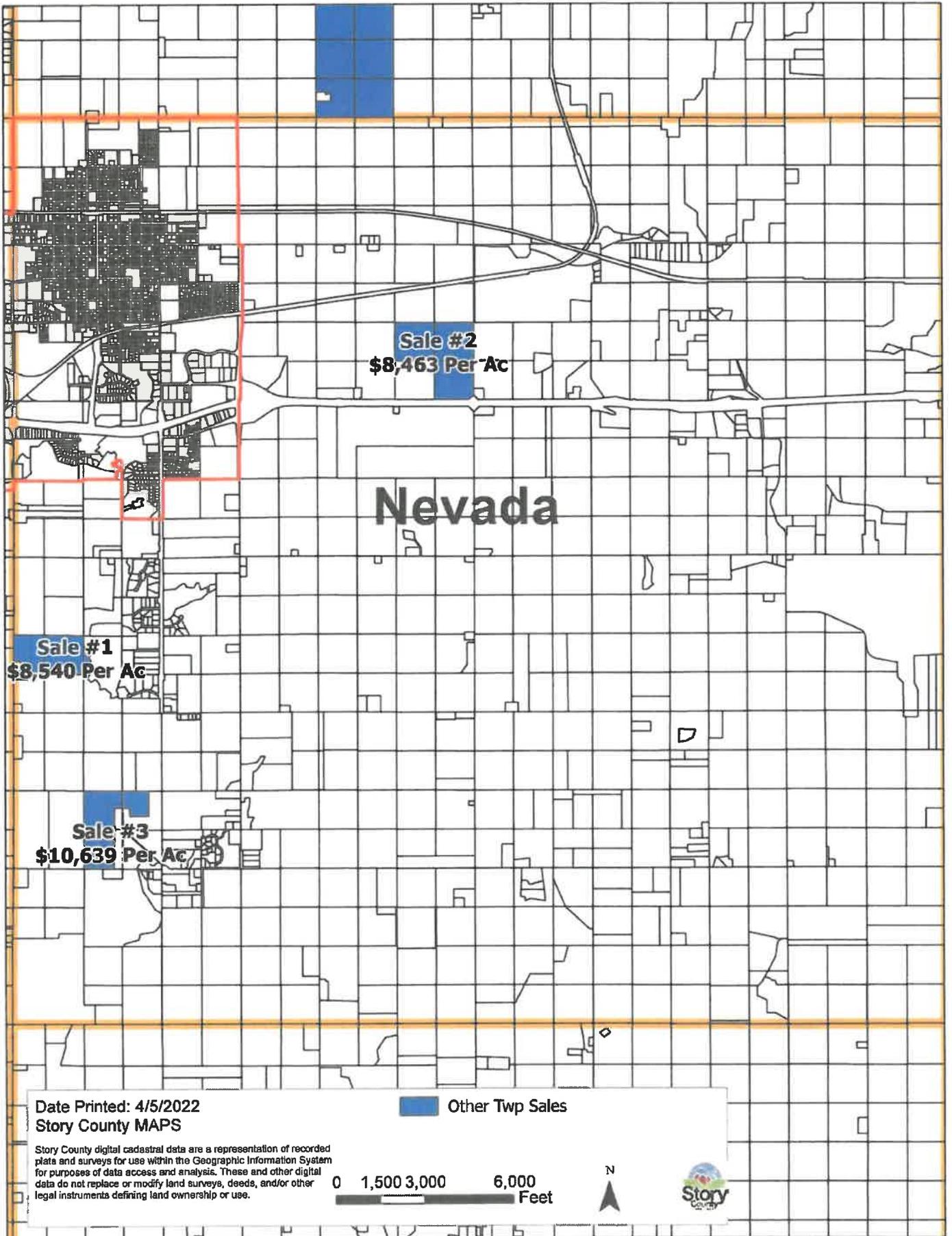
Date Printed: 4/5/2022  
Story County MAPS

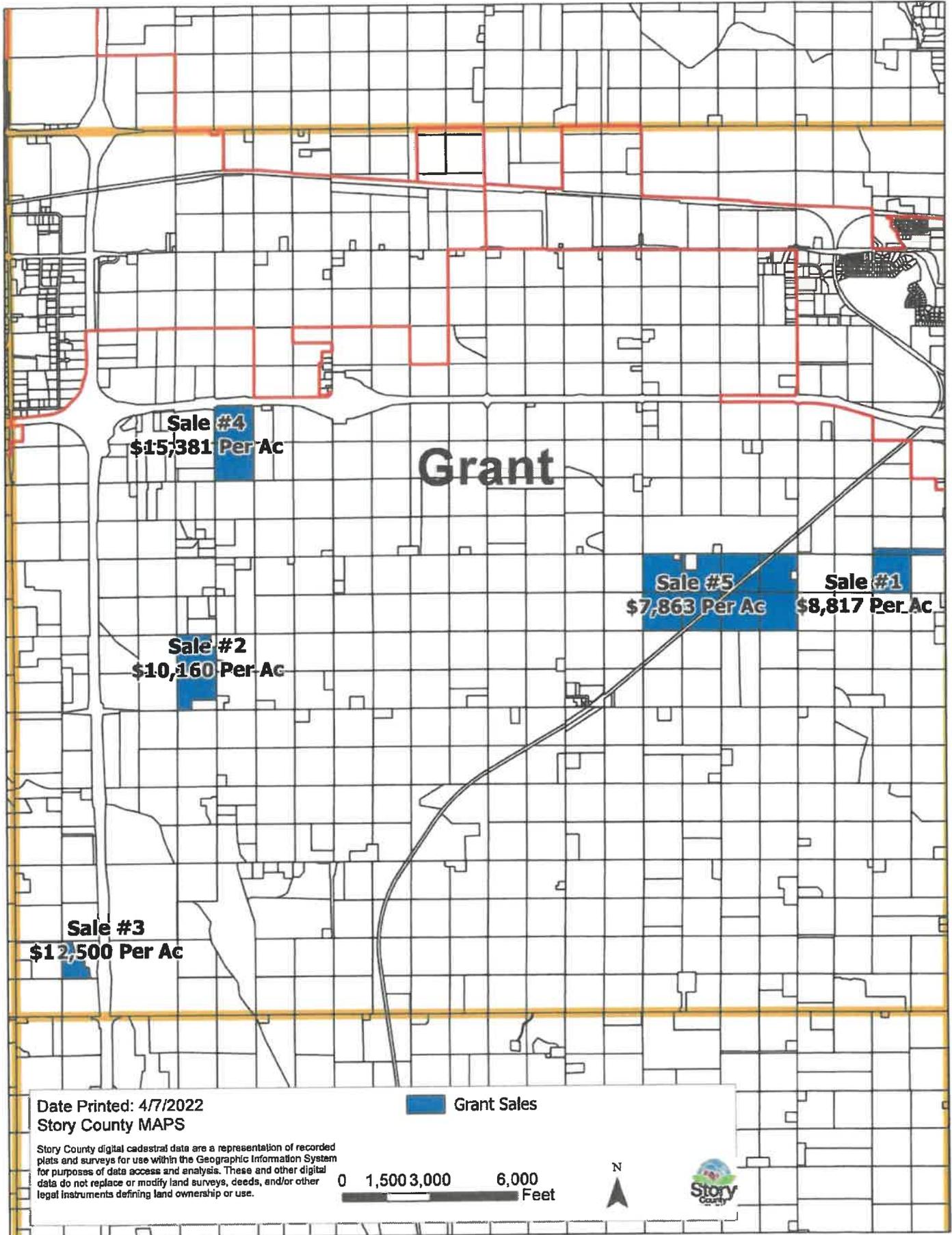
 Other Twp Sales

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0 1,500 3,000 6,000 Feet







Date Printed: 4/7/2022  
Story County MAPS

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0 1,500 3,000 6,000 Feet







Story County, Iowa  
Administration Building  
Generator Equipment Replacement  
Architectural/Engineering Design Services



September 26, 2022

Leanne Harter  
County Outreach and Special Projects Manager  
Story County Administration  
900 6th Street  
Nevada, IA 50201

Dear Ms. Harter,

Thank you for the opportunity to provide you with the attached Submission and Proposal. We are excited about the possibility of working with Story County again and appreciate being able to provide you with our information. We feel our previous work on similar projects at the Human Services Center, our strong design team, broad base of experience, and commitment to service would be valuable assets to Story County.

Our extensive experience will provide an ideal framework to address your needs. Every time we begin a project, regardless of apparent similarities, we find a unique set of circumstances including the needs of individual user groups, owner expectations, site constraints, and a variety of additional factors. Our strength is our ability to bring together these many different aspects and, through teamwork, arrive at a solution that is pleasing and successful to everyone involved. We urge you to contact our previous and current clients and discuss our approach to design and construction. We are proud to report that our typical workload of projects consists of nearly 90% repeat clients.

We are a small Iowa firm, and as such will work as hard as we possibly can to ensure a successful project for Story County. We would be very proud to help shape the future of your facilities.

If you have any questions, please feel free to call. We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey S. Harris', written in a cursive style.

Jeffrey S. Harris AIA  
Principal

Att: RFP Response



## **1. Vendor**

Roseland Mackey Harris Architects, P.C.  
1615 Golden Aspen Drive, Suite 110  
Ames, IA 50010

Structural Consultant:



Mechanical/Electrical Consultant:



Primary Contact:  
Jeffrey S Harris, AIA  
Principal

## **2. Project Manager**

Jeff Harris will serve as Project Manager for this project with Story County.

## **3. Services Required**

### **Project Understanding**

- The project consists of replacement of the existing back-up generator at the Administration Building (900 6<sup>th</sup> Street) and re-installation of the existing generator at the county engineering facility (837 N Avenue).
- New Administration generator will provide full building back-up power.
- New installations will require new support foundations for both locations and new transfer switches at both locations.
- Sizing and feasibility of new installations will be prepared by the design team.

### **Design Phase 45-60 Days**

- Study existing power requirements at both facilities and determine appropriate generator specifications
- Develop and refine generator sizing and installation schematics
- Work with structural and electrical consultants to prepare design documents
- Meet with Story County staff to evaluate design documents
- Prepare preliminary cost opinion



**Construction Document Phase 60 Days**

- Prepare detailed documents for pricing and construction to include:
  - Certified Architectural drawings
    - Detailed site, floor and ceiling plans as required
  - Certified Structural drawings
    - Foundation plans for both locations
  - Certified MEPT drawings
    - Detailed electrical plans
    - Detailed HVAC and BAS plans as required
- Certified project manuals which include bidding requirements, general construction requirements, insurance requirements and technical specifications
- Drawings required for application to City of Nevada for plan review and approval including code modification requests if required
- Meet with Story County staff to review construction documents prior to issue for pricing

**Bidding Phase**

- Coordinate distribution of construction documents to Bidders
- Conduct Pre-Bid meeting to review project with Story County staff and Bidders
- Review contractor inquiries regarding documents and issue addenda as appropriate
- Meet with Story County staff to receive, review and evaluate bids
- Prepare construction contract with advice from Story County and their legal council

**Construction Phase (Optional)**

- Conduct Pre-Construction meeting to review project with Story County staff and selected General Contractor and their personnel
- Review contractor submittals, shop drawings and schedules
- Process project change orders, requests for information, proposal requests and other documents
- Attend construction progress meetings and observe project progress for general conformance to construction documents
  - Review and process contractor Applications for Payment
- Conduct project walkthrough at contractor notice of Substantial Completion and prepare Punch List of outstanding items to be resolved
- Conduct project walkthrough to review completion of Punch List items
- Review contractor record documents and Operation and Maintenance manuals and turn over to Story County staff



#### **4. Personnel/Firm Skills**

Roseland, Mackey, Harris Architects has worked on more than 500,000 square feet of projects for a local health care clinic with over 200 physicians at multiple clinic sites within the state of Iowa. Our projects for a central Iowa hospital have included additions, remodelings and planning studies. As design consultants to a leading manufacturer and distributor of animal health care products in over 100 countries, we have honed our skills working on project teams with multiple design disciplines as we tackled technically complex projects. All of this work has enriched our experience working with multiple user groups within much larger organizations.

We believe that attention to our client's needs is the basis for a successful project. During the design process, we thoroughly analyze each project to ensure all opportunities are explored for solutions that optimize the goals, objectives and budgets of our clients. We work with our clients to achieve their vision while maintaining their budget.

Our quality control methods focus on communication and coordination. Regular project team meetings would be scheduled to address issues appropriate to the current stage of the design process. Frequent check sets would be distributed between team members to facilitate this coordination process.

Our commitment to the consistency of the project team will contribute to a higher quality project.

#### **Project Manager**

Jeffrey S. Harris, AIA	Principal
Professional Experience:	32 years
Bachelor of Architecture	1990, Iowa State University
Architect, Iowa License	#3594 in 1995



Originally from Burlington, Iowa, Mr. Harris attended Iowa State University where he earned his Bachelor of Architecture degree in 1990. He began working at Roseland Architects in Ames as an intern architect that same year. Following the traditional internship and subsequent licensure he assumed the role of project architect with the firm in 1995. In early 2001 a professional corporation was formed with Mr. Harris as one of three principals in the new firm.

Mr. Harris is involved with every phase of project development from initial programming and site selection to construction administration and project close-out. As the firm is a horizontally organized office, he is actively engaged in projects from programming through construction documents, consultant selection and coordination, client contact and business development.

Mr. Harris would be responsible for project management and consultant coordination.

Mr. Harris has served on the Nevada Community School District Facilities Task Force, and for seven years on the Nevada Planning and Zoning Commission with three years as Chairman. He currently serves on the Board of Directors for the Nevada Economic Development Council.



**Intern Architect**

Michael Garcia, Assoc. AIA

Professional Experience: 9 years

Bachelor of Fine Arts: 2004

Masters of Architecture: 2011, Iowa State University



A central Iowa native, Michael has held positions for the last 15 years that have allowed him to participate in the design and construction of many different project types. In pursuit of a more design oriented career, Mr. Garcia came to Roseland Mackey Harris from Iowa State University where he was a Capital Project Manager for Facilities Planning and Management. Michael assists in every phase of project development from programming to construction administration and project close out. He has fulfilled hours required for licensure and will be taking the licensing exams this year.

Mr. Garcia would be responsible for project documentation and construction administration on this project for Story County.

**BRIAN K. BREWER, PE**  
**Principal and President**

Brian brings nearly 29 years of industry experience including nine years of design and construction experience and 20 years of mechanical and electrical consulting experience. Brian's experience includes work in many industries including municipal, educational, commercial, industrial, pharmaceutical and medical. Commercial work includes meeting centers, auditoriums, lodging, dining, educational, office and retail spaces. Brian also has experience with many types of unique and specialized industrial and custom applications.



**Education**

- Bachelor of Science, Iowa State University, 1991

**Licensed Professional Engineer**

- Iowa Mechanical Engineer Registration 1996
- Nebraska, Arkansas, South Dakota, Wisconsin, Kansas, Texas, Illinois

**Professional Involvement**

- Member American Society of Heating, Refrigerating, and Air Conditioning Engineers since 1998.

**Professional Experience**

- *Brewer Engineering Consultants, PLC, Bondurant, IA, 2000-Present:* President, Senior Engineer, Project Manager mechanical and electrical systems.
- *Brewer Engineering Company, Ankeny, IA, 1998-2000:* Sole proprietor, mechanical engr.
- *ACI Mechanical, Ames, IA, 1991-1998:* Estimator, project manager, mechanical engineer on many different types of projects including agri-industrial projects, commercial and industrial HVAC projects, high pressure steam and condensate systems, process and domestic plumbing systems, process liquid distribution systems, compressed air systems, pressurization systems, HVAC controls, and many other specialized projects.
- *ACI Mechanical, Ames, IA, 1989-1991:* Estimator, project engineer, drafter, field test, balance, and HVAC functional testing on a variety of projects in the Ames and central Iowa area.

**Team Contribution**

- Application and implementation of hybrid solutions optimized for specific project requirements
- Construction experience contributes to "constructability" and successful completion of a project
- Hands on test and balance and commissioning experience yields more stable system designs
- Holistic planning yields more integrated systems that blend with architectural elements
- Wide area of expertise that evaluates and generates solutions from outside industry norms
- Extensive controls experience results in better performing systems
- Excellent communication skills for effective programming and owner involvement
- Versed in multiple delivery systems including Design-Bid-Build, Fast-Track Design Build, Contractor-Led Design Build, Performance Specification, and hybrids of those

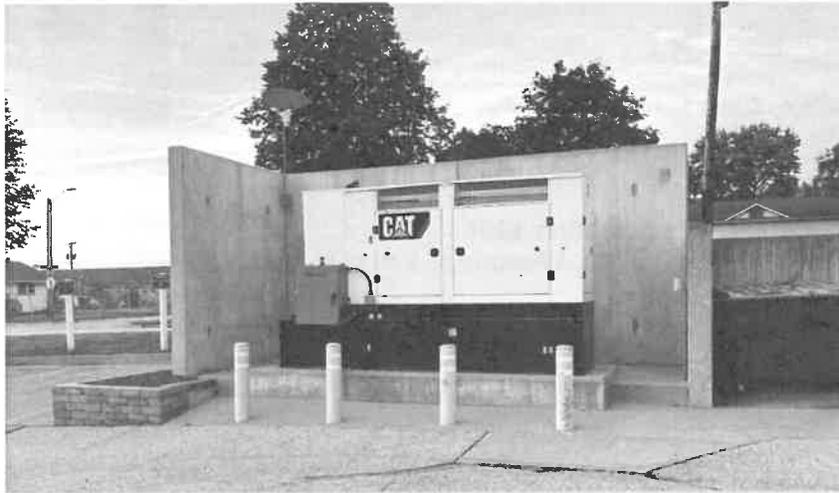


## **5. Previous Story County Projects**

### **Story County Human Services Center Generator Installation**

#### **Generator Installation Project**

This project began as a feasibility study to assess extents and costs for back-up power provisions at the Human Services Center. At the conclusion of the feasibility phase, work was authorized to install full building back-up power. A new generator was installed in the existing parking lot with transfer switching in the existing electrical room.



### **Story County Community Life Building Re-Roofing**

#### **Roofing and Siding Replacement Project**

Story County was seeking a replacement for an aging metal roof and siding system for the Community Life Building in Ames. RMH developed a plan to replace the existing roof and re-structure the roof to eliminate a number of existing problematic flat roof areas. The project was competitively bid and completed within a 6-month period to meet the county annual budgeting requirements.

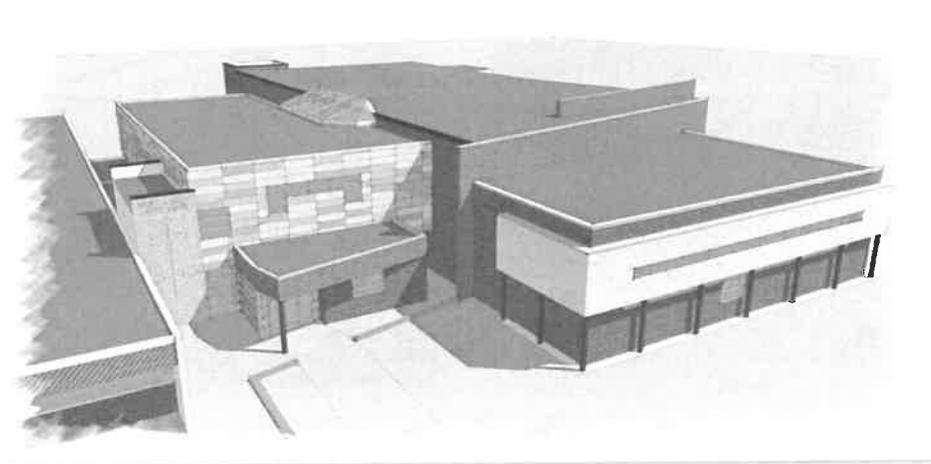




### **Story County Justice Center, Nevada**

#### County Attorney Office Addition and Remodeling

Schematic design is complete for this addition to the Story County Justice Center in Nevada. The county was looking to consolidate the offices of the county attorney in one location within the Justice Center complex. RMH worked with client groups from the Attorney's Office and the Sheriff's Department to address space needs as well as process improvements for building security and lockdown. The project is currently on hold.



### **Story County Animal Shelter, Nevada**

#### County Animal Control Facility Remodeling

Work was recently completed on this renovation to the Story County Animal Shelter. Animal care space was expanded into previously vacant tenant space in the facility. Individual spaces were established for feline and canine holding and adoption space as well as quarantine for new arrivals and sick animals. All HVAC systems were upgraded to meet current code for ventilation and temperature control. Electrical systems were also updated, and multiple tenant services combined.

### **Transitional Living - Crisis Stabilization Home Remodeling, Ames**

#### Story County/MGMC In-Patient Short-Term Care Facility

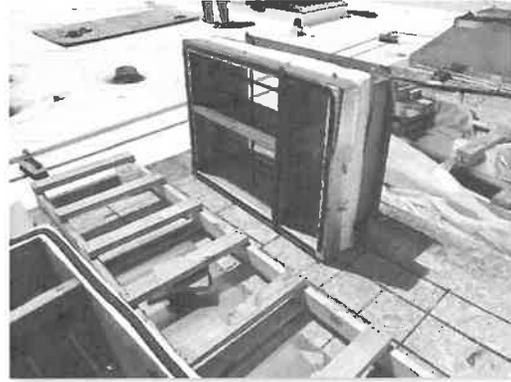
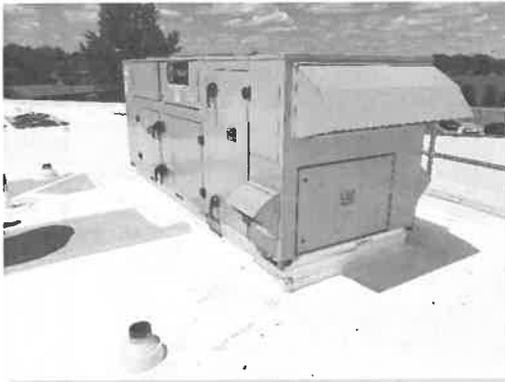
Work was completed in 2018 on this remodeling project of an existing Story County group home. Interior finishes were upgraded throughout the home as well as modifications to improve staff spaces and resident rooms. Bathrooms were upgraded for accessibility and safety concerns. New millwork was provided in all patient rooms to eliminate additional safety concerns for both staff and residents.



**Story County Justice Center - HVAC Improvement for Jail Housing Facility, Nevada**

**Jail HVAC Replacement Project**

Work is complete on Phase 1 of this equipment replacement and upgrade to all heating, ventilation and air conditioning equipment serving the Story County jail housing facility. Work was completed while the jail was occupied with limited disruption to day-to-day activities. Work is just getting underway on Phase 2 and 3 to replace the remaining HVAC equipment throughout the remainder of the Justice Center facility.



**SPECIALIZED PROJECT EXPERIENCE - MUNICIPAL**

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- **Des Moines Metro Housing – Des Moines, Iowa.....2019**  
*Project Description:* Water heater replacement for 9 story low income apartment building.
- **Boone Lift Stations – Boone, Iowa .....2018**  
*Project Description:* Add generators to two lift stations, new relocated lift station.
- **Boone County Landfill Maintenance Bldg Addition – Boone, Iowa .....2018**  
*Project Description:* New maintenance building addition with radiant tube heaters and LED lighting.
- **Polk County Maintenance Bldg Addition – Des Moines, Iowa.....2018**  
*Project Description:* New wash building addition with radiant tube heaters and LED lighting.
- **Central Fire Station – Fort Dodge, IA .....2018**  
*Project Description:* Priority 1 and 2 renovation and additions to existing fire station.
- **3226 University HVAC Replacement – Des Moines, IA.....2018**  
*Project Description:* City of Des Moines replacement of existing boiler and HVAC systems for 8,400 SF offices, meeting rooms, and outreach center.
- **Police Academy Firing Range HVAC Improvements – Des Moines, IA.....2017**  
*Project Description:* City of Des Moines replacement and improvements to indoor firing range to bring up to national standards.
- **Locust Avenue Bridge Renovation – Des Moines, Iowa .....2017**  
*Project Description:* Bridge renovation with new LED accent lighting.
- **Adair County Courthouse Addition – Greenfield, IA.....2017**  
*Project Description:* Three story addition to existing county courthouse.
- **Story County Animal Shelter – Nevada, IA .....2017**  
*Project Description:* Renovation of HVAC and lighting for animal shelter.

- **Polk City Police Station – Polk City, IA .....2017**  
*Project Description:* Renovation and remodeling of existing police building with all new mechanical and electrical systems.
- **Boone County Landfill Sorting Building – Boone, Iowa.....2016**  
*Project Description:* New sorting building addition with ventilation and LED lighting.
- **Grand Avenue Bridge Renovation – Des Moines, Iowa .....2016**  
*Project Description:* Bridge renovation with new LED accent lighting.
- **Grundy County REC – Grundy Center, Iowa .....2016**  
*Project Description:* New 15,400 SF office and equipment storage/warehouse facility. Geothermal HVAC systems for offices. Hot water boiler with radiant floor heating for storage/warehouse areas.
- **Adair County Engineer Offices – Greenfield, Iowa .....2014**  
*Project Description:* New 2,300 SF single story office building. Gas-fired furnace heating, office air-conditioning.
- **Grant Lee Fire Station – Bradford, Iowa .....2012**  
*Project Description:* New 3,200 SF single story fire station. Hot water boiler with radiant floor heating, office air-conditioning.
- **Vehicle/Equipment Storage Facility – Fort Dodge, Iowa .....2012**  
*Project Description:* Unheated 12,800 SF vehicle/equipment storage facility. Dry fire sprinkler system, fire alarm and detection, CO/NO2 detection, sand/oil interceptor.
- **Winterset Municipal Utilities – Winterset, Iowa ..... 2010-2011**  
*Project Description:* 9,500 SF vehicle/equipment storage facility and offices. Hot water boiler with radiant floor heating, office air-conditioning.
- **Polk City Concessions Building – Polk City, Iowa .....2010**  
*Project Description:* New restroom and concessions building.
- **Des Moines Police Academy – Des Moines, Iowa .....2009**  
*Project Description:* 13,500 SF officer training facility with indoor firing range. Replace failing multizone rooftop units with packaged gas-fired heating, electric cooling rooftop units zoned for space usage.

- **Polk City Public Works Garage – Polk City, Iowa .....2009**  
*Project Description:* 7,200 SF city maintenance truck garage with office spaces and four equipment bays. Overhead gas-fired infrared tube heaters, office air conditioning, restroom facilities. Alternate hot water boiler with radiant floor heating design.
  
- **Des Moines Metro Star – Des Moines, Iowa ..... 2009-2010**  
*Project Description:* Remodel/renovate 17,400 SF indoor vehicle storage and staging area, air conditioned meeting, lockers, and office spaces. Secure storage areas, interview rooms, evidence lockup areas.
  
- **Huxley WWTP Storage Building – Huxley, Iowa ..... 2007-2008**  
*Project Description:* 3,350 SF vehicle/equipment storage facility. Overhead electric radiant heaters, general ventilation.
  
- **New Fire Station – Bussey, Iowa.....2005**  
*Project Description:* 6,000 SF single story fire station with four equipment bays, community center, kitchen, command center.  
  
*Equipment Types:* Trench drain system, radiant floor heating, high-efficiency boilers, garage ventilation.
  
- **Iowa Falls Maintenance Garage – Iowa Falls, Iowa.....2004**  
  
*Project Value:* \$554,000  
  
*Project Description:* 18,100 SF Public Works garage for the storage and maintenance of county maintenance trucks. Facility featured a seven-bay parallel layout with enclosed wash bay and tool storage areas. Project also included an interior 2,080 SF office area, and a 1,575 SF mezzanine.  
  
*Equipment Types:* Trench drain system, in-floor radiant tube heating, high-efficiency hot water boilers, electronic garage ventilation control, and high-bay metal halide lighting. The office area included a gas-fired furnace.
  
- **DSM AARF Improvements – Des Moines, Iowa .....2003**  
  
*Project Description:* 15,000 SF Existing fire station at Des Moines International Airport.  
  
*Project Scope:* Replace lighting in equipment bays. Install air filtration/purification system for equipment bays. Add HVAC system for workout room. Replace/upgrade fire alarm system through-out, remodel kitchen.

- **Clear Lake City Hall – Clear Lake, Iowa .....2002**  
*Project Description:* 13,240 SF existing fire station, police headquarters, city hall and community center.  
*Project Scope:* Replace central multi-zone HVAC system with new hot water, multiple zone HVAC units and controls for entire facility. Hot water boilers, air conditioning, new controls.
- **Clear Lake Public Works Garage – Clear Lake, Iowa.....2002**  
*Project Description:* 22,300 SF city maintenance truck garage with office spaces and diagonal equipment bays. Overhead gas-fired infrared tube heaters, office air conditioning, restroom facilities.
- **Garner Public Works Garage – Garner, Iowa .....2002**  
*Project Description:* 9,900 SF city maintenance truck garage with office spaces and seven equipment bays. Overhead gas-fired infrared tube heaters, office air conditioning, restroom facilities.
- **Fire Station No. 1 HVAC Upgrade – Ames, Iowa .....2000**  
*Project Description:* 7,400 SF Two story fire station with four equipment bays. Replace failing, energy inefficient gas-fired multi-zone air handler with high-efficiency boilers, multiple air handlers and high-efficiency condensing units. Upgrade HVAC controls to digital controls. Improved zone temperature control for sleeping and living areas.
- **New Fire Station – Jewell, Iowa .....2000**  
*Project Description:* New 7,500 SF single story fire station with five equipment bays, multi-purpose room, lockers, kitchen and command center.  
*Equipment Types:* Trench drain system, oil and sand interceptor, radiant floor heating, high-efficiency boilers, air handler with DX cooling, garage ventilation.



## **6. Schedules and Deadlines**

We work with our clients to make sure that we fully understand all their expectations, including schedules and deadlines. We understand the requirements of annual budget constraints and the importance of meeting deadlines to ensure funding for public projects. Should results of the design process result in the need for a schedule extension or reduction, we would discuss with you as soon as we can to minimize the impact on the project.

## **7. Availability of Key Personnel**

Roseland, Mackey, Harris Architects has the resources, capabilities and personnel commitment to complete the project efficiently. Our staff could begin work by October 15, 2022

## **8. Fee Structure**

### **Design & Bidding Phase**

▪ Architect	\$	11,200
▪ Structural Engineer	\$	3,750
▪ MEP Engineer	\$	17,350

**Design Services Total** \$ **32,300**

### **Construction Services**

▪ Architect	\$	2,800
▪ Structural Engineer	\$	1,500
▪ MEP Engineer	\$	8,800

**Const Admin Services Total** \$ **13,100**

Reimbursable expenses would consist of large format printing and document distribution.



## **9. References**

Ron Frantzen  
Executive Director of Facilities Management  
McFarland Clinic, PC  
1215 Duff Avenue  
Ames, IA 50010  
515-239-4400

Thomas H. Pohlman  
Chairman  
Ames National Corporation  
Fifth & Burnett  
Ames, IA 50010  
515-232-6251

Tim Hansen  
Director  
City of Nevada Parks & Recreation  
825 15<sup>th</sup> Street  
Nevada, IA 50201  
515-382-4352

**RESOLUTION # 23- 29  
STOP SIGN AUTHORIZATION**

WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.236, 321.255, and 321.345 of the Code of Iowa to designate stop conditions on secondary roads and intersections under their jurisdiction, and

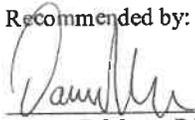
WHEREAS: The traffic volumes and sight conditions at the intersection of 310<sup>th</sup> Street and 560<sup>th</sup> Avenue have been reviewed and a traffic study has been conducted by the county engineer, and

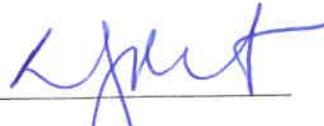
WHEREAS: Said study has been completed and due to the limited sight distance and accident history, it is recommended that a stop sign for eastbound traffic on 310<sup>th</sup> Street be erected at this T intersection, and

NOW, THEREFORE, BE IT RESOLVED by the Story County Board of Supervisors that they do hereby authorize the erection of a stop sign for eastbound traffic on 310<sup>th</sup> Street at its intersection with 560<sup>th</sup> Avenue.

Adopted this 4<sup>th</sup> day of October, 2022

Recommended by:

 9-29-22  
\_\_\_\_\_  
Darren R Moon, P.E. Date  
County Engineer  
  
\_\_\_\_\_  
Chairperson, Board of Supervisors

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

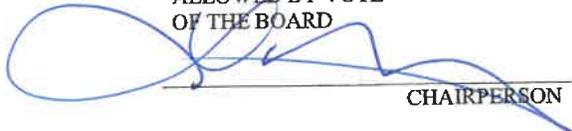
ROLL CALL  
FOR ALLOWANCE

Latifah Faisal  
Lisa Heddens  
Linda Murken

Yea \_\_\_ Nay \_\_\_ Absent \_\_\_  
Yea  Nay \_\_\_ Absent \_\_\_  
Yea  Nay \_\_\_ Absent \_\_\_

ALLOWED BY VOTE  
OF THE BOARD

Yea 3 Nay 0 Absent 0

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

Prepared by and return to: The Story County Engineer's Office, 837 N Ave, Nevada, Iowa 50201 Phone 515-382-7355

**RESOLUTION #23-30  
Speed Limit Authorization**

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

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

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

- 1) On secondary road 250<sup>th</sup> Street, beginning at the intersection of 670<sup>th</sup> Ave. in Section 13-83-22 and then running east one mile to the intersection of 680<sup>th</sup> Ave., shall be established at 45 miles per hour.

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

Adopted this 4th day of October, 2022

Recommended by:

Darren R Moon 9-29-22  
Darren R Moon, P.E. Date  
County Engineer

[Signature]  
Chairperson, Board of Supervisors

Attest: [Signature]

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

ALLOWED BY VOTE OF THE BOARD  
Yea  Nay  Absent

[Signature]  
CHAIRPERSON  
Above tabulation made by [Signature]



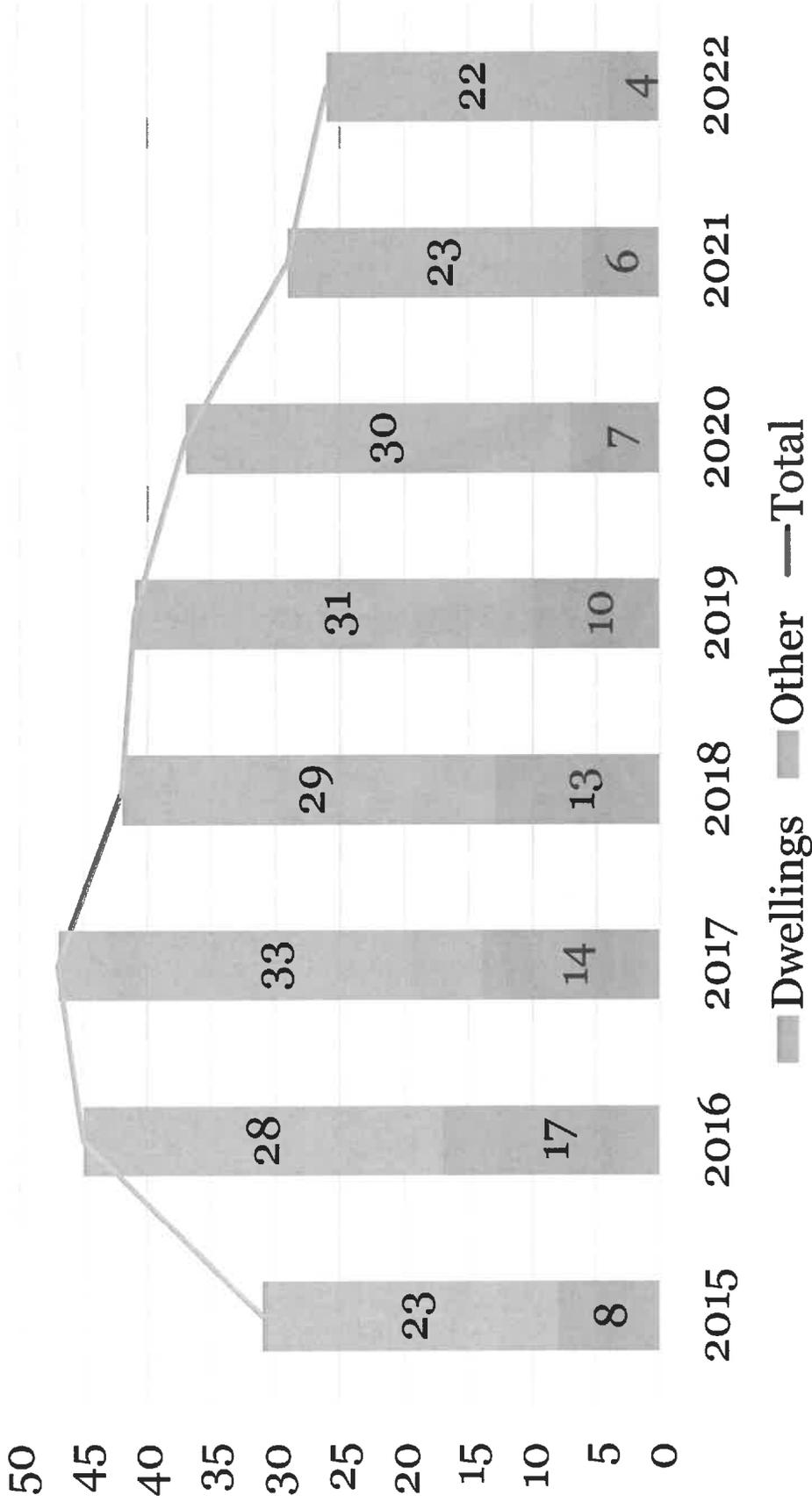


## **Board of Supervisors**

**Planning and Development Department  
Quarterly Report—Third Quarter 2022**

**Tuesday, October 4, 20212**

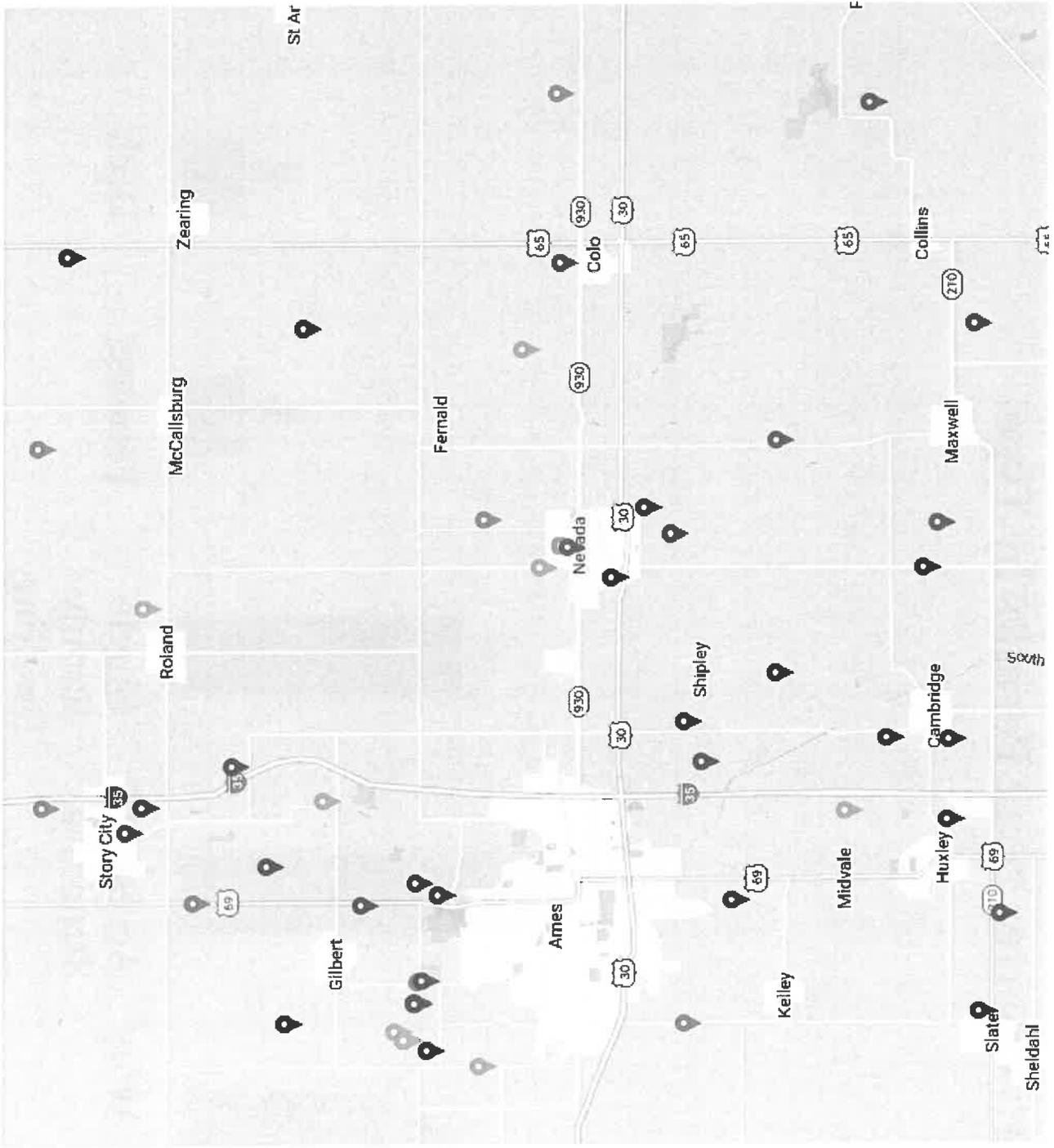
# Third Quarter Preliminary Zoning Permits Compared by Year



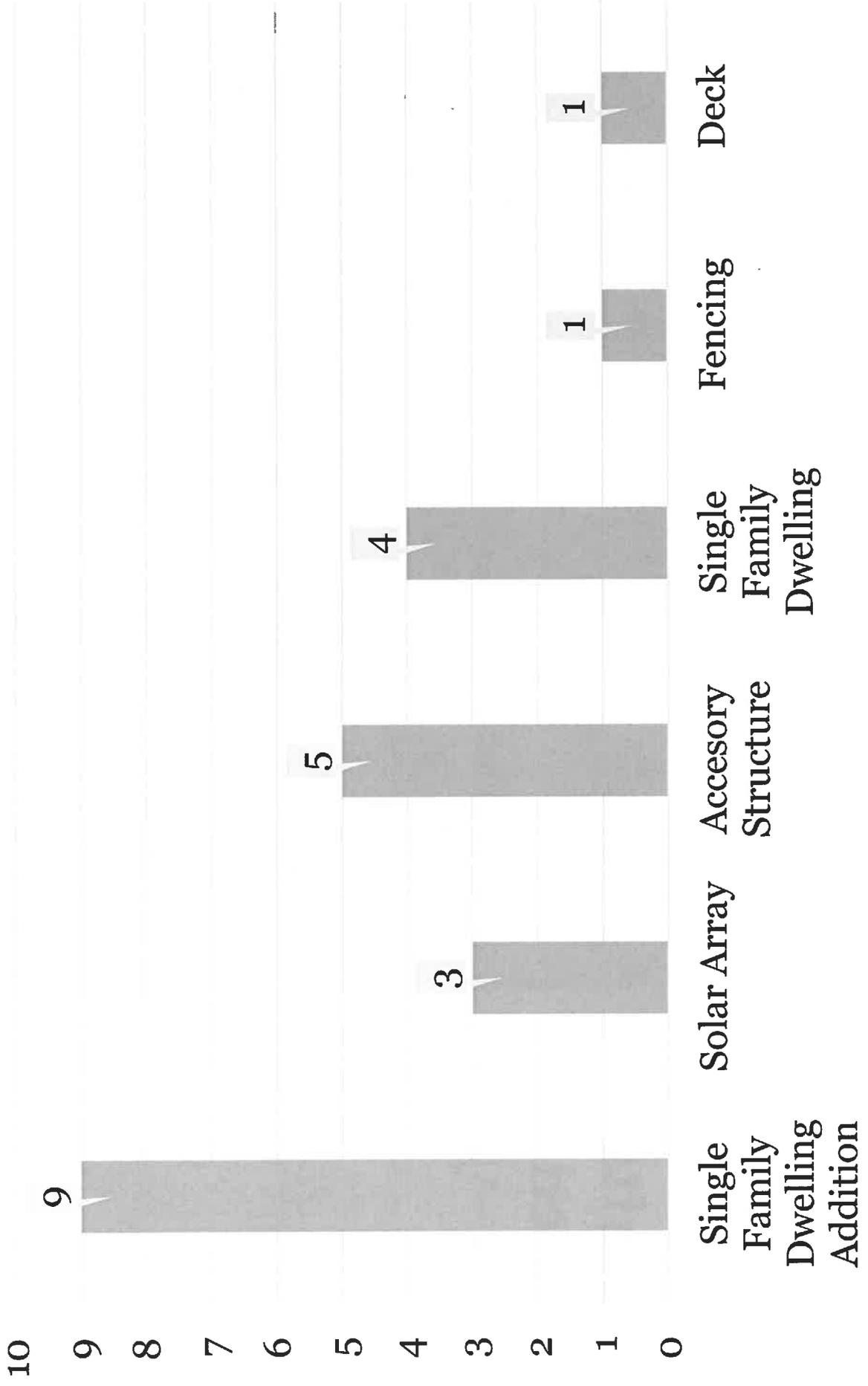
- 2020 third quarter average dwelling value: \$280,288
- 2021 third quarter average dwelling value: \$346,496.67
- 2022 third quarter average dwelling value: \$325,763.33

# Map of Third Quarter Permits Issued

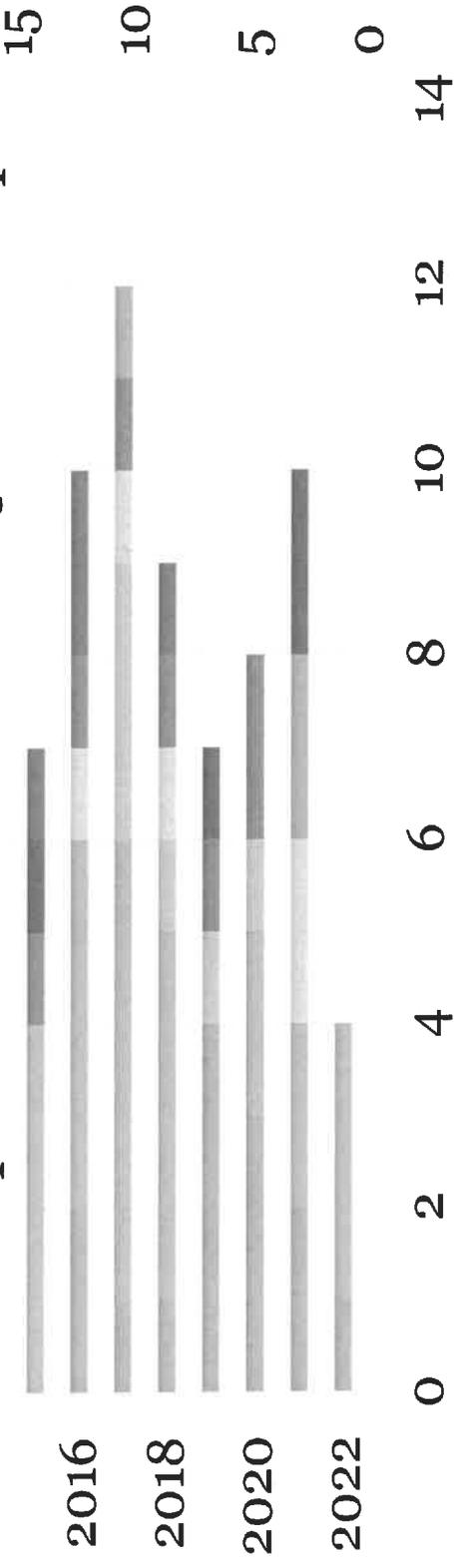
- N ▲
- Property Research
- Monitoring
- Grading Permit
- 911 Permit
- New Septic Install
- All Others
- Floodplain Development Non-Structural Permit
- Residential



# Third Quarter 2022 Permits by Type



# Development Activities: Third Quarter Compared



	2022	2021	2020	2019	2018	2017	2016	2015
■ CUP	1	2	3	4	1	1	2	0
■ Subdivisions	3	2	2	0	4	5	4	4
■ Rezoning	0	0	1	1	1	3	0	0
■ Site Development Plans	0	2	0	0	1	1	1	0
■ Variances	0	0	2	1	1	1	1	1
■ Vacations	0	2	0	0	0	1	0	0
■ Ordinances	0	2	0	1	0	0	0	1
■ Road Renamings	0	0	0	0	1	0	2	1
<b>TOTAL</b>	<b>4</b>	<b>10</b>	<b>8</b>	<b>7</b>	<b>9</b>	<b>12</b>	<b>10</b>	<b>7</b>

- CUP
- Subdivisions
- Rezoning
- Site Development Plans
- Variances
- Vacations
- Ordinances
- Road Renamings
- TOTAL**

## **Other Activities**

- **Development cases included a conditional use permit modification for YSS**
- **Property Research: seven in third quarter of 2022, three in 2021, five in 2020, ten in 2019, eight in 2018**
- **Conceptual Review: eight in third quarter of 2022, seven in quarter 2021, four in 2020, two in 2019, and four in 2018**
- **Two new interns**
- **CFM Certification Obtained**
- **Pipeline Ordinance**

