

The Board of Supervisors met on 4/16/24 at 10:00 a.m. in the Story County Administration Building. Linda Murken, Latifah Faisal, and Lisa Heddens (via Zoom) with Murken presiding. (all audio of meetings available at [storycountyia.gov](http://storycountyia.gov); any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6<sup>th</sup> Street, Nevada, Iowa)

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

**PUBLIC COMMENT #1:** Stacie Herridge, Recorder, reported her office's quarterly report is on the Consent Agenda; she stated recording fee revenues are down due to interest rates and a slower real estate market. She is working with the Auditor's Office to lower revenue projections in the final FY24 budget amendment. The County Recorders Association is working with stakeholders to modernize of recording fees and introduce legislation to update them.

**LEGAL AID ANNUAL REPORT:** Peggy Michelotti, Executive Director, reported on caseloads, new partnerships, community outreach and partnerships, financial sustainability and fundraising. She reported on staffing, office space, and future projects.

**CITY OF CAMBRIDGE AMERICAN RESCUE PLAN ACT (ARPA) ANNUAL REPORT:** will report at a later date.

**CITY OF COLLINS AMERICAN RESCUE PLAN ACT (ARPA) ANNUAL REPORT:** Katie Baldwin, City Clerk, reported on three projects: economic relief program (complete); waste water (almost complete); and water infrastructure (in progress).

**CITY OF ROLAND AMERICAN RESCUE PLAN ACT (ARPA) ANNUAL REPORT:** Nathan Hovick, Public Works Director, reported two projects, water main looping and storm water, and the timelines.

**CITY OF ZEARING AMERICAN RESCUE PLAN ACT (ARPA) ANNUAL REPORT:** Martin Herr, Mayor, reported the \$134,000.00 water main looping project was completed last summer, and fire hydrants were added.

**MINUTES:** 4/9/24 Minutes – Faisal moved, Heddens seconded approving the 4/9/24 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 4/19/24, in a) Sheriff's Office for Erika Butenhoff @ \$1,966.36/bw; effective 4/29/24 in a) Conservation - Integrated Roadside Vegetation Management for Ty Hamiel @ \$2,907.54/bw; effective 5/13/24, in a) Auditor's Office for Edwin Clem @ \$18.00/hr; 2) pay adjustment, effective 3/10/24 in a) Sheriff's Office for Amanda Pyle @ \$2,386.35/bw; effective 4/21/24 in b) Auditor's Office for Stacey Massey @ \$22.73/hr; 3) promotion, effective 4/21/24, in a) Planning and Development for Andrea Wagner @ \$2,569.84/bw; b) Secondary Roads for Jason Schilling @ \$28.36/hr. Heddens moved, Faisal seconded approving the Personnel Actions as submitted. Roll call vote. (MCU)

Faisal moved, Heddens seconded approving Consent Agenda.

1. Folder Annual Maintenance between Story County and InfoMax, effective 5/1/24-4/1/25, for \$550.02
2. Renewal Special Class C Retail Alcohol License for the 1850 Homestead, LLC, 57304 Highway 210, Cambridge, effective 6/20/24-6/19/25, including outdoor service
3. Amendment No. 2 to the American Rescue Plan Act (ARPA) Agreement between the City of Zearing and Story County
4. Letter of Support for the CyRide Facility Expansion Discretionary Grant Application
5. Resolution #24-72, to Vacate Portion of 180<sup>th</sup> Street between 590<sup>th</sup> Avenue and 600<sup>th</sup> Avenue
6. Resolution #24-73, to Vacate Portion of 180<sup>th</sup> Street between 660<sup>th</sup> Avenue and 670<sup>th</sup> Avenue
7. Quarterly Report for the following: Auditor; Recorder
8. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey's Marketing Co. doing business as Casey's #2301, 17005 US Highway 69, Gilbert, effective 7/1/24-6/30/25
9. Road Closure Resolutions: #24-16, #24-17, #24-18
10. Utility Permits: #24-7542, 24-7543, 24-7544

Roll call vote. (MCU)

**REQUEST FROM CITY OF CAMBRIDGE REGARDING ELIGIBILITY FOR THE STORY COUNTY URBAN RENEWAL AREA (URA) APPLICATION PROCESS:** Greg Piklapp, Ames Economic Development Commission, reported due to the City's public hearing conflict, he is requesting the Board consider waiving the eligibility requirement meeting. Discussion took place. Faisal stated she requested the special meeting minutes for documentation. Leanne Harter, Planning and Development Director, stated the waiver just lets the City remain eligible to apply. Faisal moved, Heddens seconded approving to Waive the Requirement of attendance at the pre-application meeting as required and deem the City of Cambridge potentially eligible to apply for funding. Roll call vote. (MCU)

**RESOLUTION #24-71, STAGG SUBDIVISION, RESIDENTIAL PARCEL SUBDIVISION:** Marcus Amman, Senior Planner, Planning and Development, reported on the proposed subdivision including location, applicable regulations, process, and current and planned use. One public question was received following public notice. Approval is recommended. Discussion took place. Heddens moved, Faisal seconded approving Resolution #24-71, Stagg Subdivision, Residential Parcel Subdivision. Roll call vote. (MCU)

**PLANNING AND DEVELOPMENT QUARTERLY REPORT:** Director Leanne Harter reported on permits, floodplain management, development activities, and work program items.

**UPDATE OF STORY COUNTY QUARTERLY FINANCIAL REPORT:** Lisa Markley Assistant Auditor, reported on the federal America Rescue Plan Act (ARPA) funding, expenses, revenues, upcoming budget amendment, and projected fund balances.

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

Faisal moved, Heddens seconded to adjourn at 11:02 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Tentative Agenda  
*Administration Building,*  
900 6th St., Nevada, IA  
4/16/24

1. SPECIAL NOTE TO THE PUBLIC: (2) - 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 :

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. [HTTPS://US02WEB.ZOOM.US/J/85664360392?](https://us02web.zoom.us/j/85664360392?pwd=EERQTXLWWTvNRK5LVGJPMUEZBVR5QT09)

[PWD=EERQTXLWWTvNRK5LVGJPMUEZBVR5QT09](https://us02web.zoom.us/j/85664360392?pwd=EERQTXLWWTvNRK5LVGJPMUEZBVR5QT09)

Passcode: 768469

Or Telephone:

+13092053325,,85664360392# US

+13126266799,,85664360392# US (Chicago)

Dial(for higher quality, dial a number based on your current location):

+1 309 205 3325 or +1 312 626 6799 (Chicago)

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:  
This comment period is for the public to address topics on today's agenda
6. AGENCY REPORTS:
  - I. Legal Aid Annual Report - Peggy Michelotti, Executive Director  
  
Department Submitting Auditor  
  
Documents:  
  
LEGAL AID.PDF
  - II. City Of Cambridge ARPA Annual Report - Susan Roberts, City Clerk  
  
Department Submitting Board of Supervisors

III. City Of Collins ARPA Annual Report - Katie Baldwin, City Clerk

Department Submitting Board of Supervisors

IV. City Of Roland ARPA Annual Report - Mellissa Mattingly, City Clerk

Department Submitting Board of Supervisors

V. City Of Zearing ARPA Annual Report - Karen Davis, City Clerk

Department Submitting Board of Supervisors

7. CONSIDERATION OF MINUTES:

I. 4/9/24 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 4/19/24, in a) Sheriff's Office for Erika Butenhoff @ \$1,966.36/bw; effective 4/29/24 in a) Conservation-IRVM for Ty Hamiel @ \$2,907.54/bw; effective 5/13/24, in a) Auditor's Office for Edwin Clem @ \$18.00/hr; 2) pay adjustment, effective 3/10/24 in a) Sheriff's Office for Amanda Pyle @ \$2,386.35/bw; effective 4/21/24 in b) Auditor's Office for Stacey Massey @ \$22.73/hr; 3) promotion, effective 4/21/24, in a) Planning & Development for Andrea Wagner @ \$2,569.84/bw; b) Secondary Roads for Jason Schilling @ \$28.36/hr.

Department Submitting Auditor

9. CONSENT AGENDA:

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

I. Consideration Of Folder Annual Maintenance Between Story County And InfoMax Effective 5/1/24-4/1/25 For 550.02

Department Submitting Auditor

Documents:

INFOMAX.PDF

II. Consideration Of Renewal Special Class C Retail Alcohol License For The 1850 Homestead, LLC, 57304 Highway 210, Cambridge, Effective 6/20/24-6/19/25 Including Outdoor Service

Department Submitting Auditor

Documents:

THE 1850 HOMESTEAD.PDF

III. Consideration Of Amendment No. 2 To The ARPA Agreement Between The City Of Zearing And Story County

Department Submitting Board of Supervisors

Documents:

ZEARING.PDF

IV. Consideration Of Letter Of Support For CyRide Facility Expansion Discretionary Grant Application

Department Submitting Board of Supervisors

Documents:

CYRIDE SUPPORT.PDF

V. Consideration Of Resolution #24-72, To Vacate Portion Of 180th St Between 590th Ave And 600th Ave, Story County, IA And Here By Quit Claim Unto The Adjoining Property Owners

Department Submitting Engineer

Documents:

RES 24 72.PDF

VI. Consideration Of Resolution #24-73, To Vacate Portion Of 180th St Between 660th Ave And 670th Ave, Story County, IA And Here By Quit Claim Unto The Adjoining Property Owners

Department Submitting Engineer

Documents:

RES 24 73.PDF

VII. Consideration Of Quarterly Report For The Following: Auditor And Recorder

Department Submitting Auditor

Documents:

AUDITOR QTR.PDF  
RECORDER QTR.PDF

VIII. Consideration Of Renewal Of Iowa Retail Permit Application For

Cigarette/Tobacco/Nicotine/Vapor For Casey's Marketing Co/DBA Casey's #2301,  
17005 Hwy 69, Gilbert, Effective 7/1/24-6/30/25

Department Submitting Auditor

Documents:

CASEYS 2301.PDF

IX. Consideration Of Road Closure Resolution(S): #24-16, 24-17, 24-18

Department Submitting Engineer

Documents:

RC 24 16.PDF

RC 24 17.PDF

RC 24 18.PDF

X. Consideration Of Utility Permit(S): #24-7542, 24-7543, 24-7544

Department Submitting Engineer

Documents:

UT 24 7542.PDF

UT 24 7543.PDF

UT 24 7544.PDF

10. PUBLIC HEARING ITEMS:

11. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Request From City Of Cambridge Regarding Eligibility  
For The Story County Urban Renewal Area Application Process - Leanne Harter

Department Submitting Planning and Development

Documents:

CAMBRIDGE RQST.PDF

II. Discussion And Consideration Of Resolution #24-71, Stagg Subdivision, Residential  
Parcel Subdivision – Marcus Amman

Department Submitting Planning & Development

Documents:

STAFF REPORT.PDF

FINAL PLAT.PDF

RESOLUTION 24 71.PDF

STAGG PROPERTIES LEGAL DOCUMENTS.PDF

12. DEPARTMENTAL REPORTS:

I. Planning & Development Quarterly Report - Leanne Harter

Department Submitting Auditor

Documents:

PD QTR.PDF

13. OTHER REPORTS:

I. Update Of Story County Quarterly Financial Report – Lisa Markley

Department Submitting Auditor

Documents:

QTR.PDF

14. UPCOMING AGENDA ITEMS:

15. 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.

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

17. ADJOURNMENT:

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

Story County Board of Supervisors  
Agenda  
4/16/24

NAME

Martin Herr

Nathan Horvick

Susan Roberts

Sandra King

Hacie Herudje

Katie Baldwin

Alex Mackley

AGENCY

Mayor Zeasing

City of Roland

City of Cambridge

BOS

Recorder

Collins

Auditor



**Peggy L. Michelotti**  
Executive Director  
Attorney at Law

220 H AVE  
NEVADA, IOWA 50201  
(515) 382-2471  
(515) 382-4041 (fax)  
[www.legalaidstory.com](http://www.legalaidstory.com)  
sender's e-mail: [Peggy@legalaidstory.org](mailto:Peggy@legalaidstory.org)

April 5, 2024

Story County Supervisors  
c/o Michelle L. Bellile  
900 6<sup>th</sup> St.  
Nevada, IA 50201  
Sent via email: [MBellile@storycountyiowa.gov](mailto:MBellile@storycountyiowa.gov)

**RE: Annual Report to the Supervisors of Story County**

Dear Story County Supervisors,

We hope this report finds you well. As stewards of the funding allocated to our non-profit, we appreciate the opportunity to provide you an update on our recent activities and the impact we have made since our last meeting.

The Legal Aid Society of Story County has been a dedicated human services provider in our community since its establishment in 1974. As a privately funded non-profit organization, our mission is clear: to broaden access to justice for indigent residents of Story County facing non-fee generating civil matters. Our primary objective is to bridge the gap between marginalized individuals and the legal system. This involves serving clients who are facing financial barriers that effectively prevent them from accessing legal representation. Therefore, our services fill a critical gap that enables our clients to obtain legal representation and access justice that they would otherwise be denied.

Comprising over 20% of our total population in Story County, the indigent population holds a considerable stake in our community. For many of these individuals, the assistance we provide can be life changing. Whether it's helping them remain in their homes, obtain protective orders, secure proper custody arrangements, establish visitation schedules, or negotiate support orders for their children, our interventions often serve as the linchpin for

stability in other facets of their lives. Even in cases where a legal remedy is unavailable, by providing our clients the opportunity to consult with a legal professional, share their story, seek clarification, and gain insights into the law we safeguard access to justice, thereby upholding their right to seek court intervention.

In essence, the Legal Aid Society of Story County is more than just a legal service provider; we are champions of equity, advocates for justice, and guardians of stability within our community. Through our commitment and determination, we endeavor to uphold the fundamental principle that access to justice is a universal right, not a privilege reserved for the affluent. The financial support you generously provide each year enables us to continue our vital work in serving those in need.

Here is an overview of our recent achievements and ongoing initiatives:

**1. Community Outreach & Partnerships:** We've prioritized increasing awareness of our services within the community through targeted outreach efforts and strategic partnerships. Our goal in expanding our outreach services is to ensure that all eligible individuals in Story County are aware of and able to access our legal assistance. To further this goal, we plan to participate in local weekend and evening events this summer and, through our partnership with the Ames Public Library, to begin offering legal educational programming.

**2. Financial Sustainability:** We are deeply appreciative of the continued financial support from our donors. This ongoing support is instrumental in sustaining our programming and enabling us to effectively fulfill our mission. The funding we receive from Story County ASSET plays a fundamental role in our ability to serve the community and make a meaningful impact in the lives of those we assist.

In addition to this support, we have also been proactive in seeking additional self-generated revenue through initiatives such as hosting our annual fundraising event, Jazz for Justice. Our inaugural Jazz for Justice event in April 2023, held in celebration of our 49th anniversary, exceeded expectations by raising over \$5,000 in revenue above expenses. Building on this success, we are excited to announce that we will be hosting a special 50th anniversary celebration on April 20, 2024, in partnership with the Center for Creative Justice, who is also marking their 50th anniversary. This collaborative event promises to be a memorable occasion, further demonstrating our commitment to securing sustainable funding sources while celebrating our milestone achievements in advancing access to justice in our community.

**3. Qualifications of Key Individuals Responsible for the Organization:** The Legal Aid Society of Story County operates under the direction of our Executive Director, who works in collaboration with our dedicated Board of Directors. The Board oversees the organization in accordance with its Articles of Incorporation, Bylaws, and established policies and procedures. One of their primary responsibilities is to ensure that our attorneys practice law in adherence to the highest standards of professional conduct outlined by the state of Iowa. Through their diligent oversight, the Board plays a vital role in upholding the integrity and effectiveness of our Executive Director, as well as the legal services we provide.

Currently, our Board of Directors comprises a diverse group of individuals, reflecting various professional backgrounds and expertise. Among them are five local attorneys, including one Assistant Story County Attorney, one non-profit attorney, one local private practitioner, and two practicing through their employment at Iowa State University. Additionally, our Board includes five members representing the community, social service providers, retired non-profit administrators, and human resource specialists. Together, they bring a wealth of knowledge and experience to guide the strategic direction and governance of our organization.

Peggy Michelotti, our executive director, a licensed Iowa attorney in good standing since 2015, has been at the helm of our organization since March of 2022. Through her more than 6 years as a staff attorney in our office prior to assuming her current position, Peggy took over as our Executive Director with an in-depth understanding of our needs, duties, strengths, and weaknesses. Using this knowledge, under the guidance of our Board of Directors, and with a keen focus on financial transparency, administrative feasibility, and a forward-looking approach, Peggy has demonstrated model leadership that has successfully steered our organization and ensured that we remain resilient and well-positioned for the future.

We currently employ two full-time staff attorneys: (1) Bethany Miller, who joined our office in April of 2017, has been a licensed Iowa attorney in good standing since 2016; and (2) Melissa Brown, who joined our office in October of 2023, has been a licensed Iowa attorney in good standing since her entry to the Iowa Bar in September of 2023. Bethany and Melissa are both dedicated, goal-oriented attorneys committed to delivering top-tier service and maximizing justice for our clients. Their intelligence and deep understanding of our organization's rules, coupled with a steadfast adherence to their ethical obligations, ensure that our clients receive the best possible representation.

**4. Support from Other Sources:** The Legal Aid Society of Story County does not receive any federal funding. The office is solely supported by its local community and IOLTA funds.

This support allows us to accept a wider range of cases and help a broader client base than our colleagues in federally funded organizations (e.g., Iowa Legal Aid).

We are able to represent clients in cases involving, but not limited to:

- ◆ dissolution of marriage (with or without domestic violence)
- ◆ child custody and support (with or without domestic violence)
- ◆ civil protective orders (for domestic, sexual and elder abuse)
- ◆ landlord-tenant disputes and evictions
- ◆ debtor-creditor actions
- ◆ denial of unemployment benefits
- ◆ guardianships or conservatorship for vulnerable protected parties

Story County and the City of Ames are the main sources of financial support that we receive. Other contributors include IOLTA, the United Way of Story County, the Student Government at Iowa State University, Story County Bar Association, the Nevada Memorial Lutheran Church, Story City, and individual donors.

Our self-generated revenue includes funds earned from our involvement in Rummage RAMPage, in cooperation with the City of Ames, and our annual fundraiser, Jazz for Justice, as well as donations received through our holiday appeal letters.

In addition to these funds, our clients pay an intake fee at their first appointment of either \$20 (if their income is at or below 100% of Federal Poverty guidelines), \$40 (if their income is between 100% - 125%), or \$60 (if their income is 125% - 150% of Federal Poverty level). However, the client intake fees provide only approximately \$3,000 per year, under 2% of our funding.

**5. Audit Mechanism and Accountability for ASSET/Story County Funds:** The Legal Aid Society of Story County is subject to an annual audit, most recently completed by Houston and Seeman, PC, CPA, of Boone, Iowa. In addition, this firm prepares monthly accounting statements that are closely reviewed by the Board of Directors at its monthly meetings, since part of the Board's task is to oversee risk management procedures.

**6. Extent of Program Services:** The Legal Aid Society of Story County

Each year, we receive more than 300 applications for our services and extend legal representation to over 150 individuals and families. Recognizing that each case we handle contributes to the realization of our mission, we identified the streamlining of administrative

processes—especially those pertaining to client intake and billing—as a paramount objective for our 2022-2023 fiscal year.

Through focused efforts, we successfully enhanced our service capacity by 15%. This improvement directly translated to accepting and providing services in an additional 32 cases compared to the previous fiscal year. Though we are extremely proud of this increased capacity, we are dedicated to ensuring that the funding we receive is utilized to provide the highest quality legal services and to maximize access to justice for our community.

Therefore, we are proud to report that our commitment to excellence continues to drive us forward. As of December 31, 2023, with the addition of a second staff attorney in October of the same year, we have provided legal assistance in 160 unique cases—a substantial increase from the 118 unique cases served at the same time last year.

This growth underscores our dedication to maximizing access to justice for our community while ensuring that every individual receives the highest quality legal services possible. We remain committed to refining our processes and leveraging our resources effectively to meet the evolving needs of our staff, clients, and community.

Our end of 2022-2023 fiscal year statistics are as follows:

<i>Cases open at start of FY 22/23</i>	<i>Cases opened during FY 22/23</i>	<i>Unique cases during FY 22/23</i>	<i>Total attorney hours in DIRECT CLIENT SERVICE</i>	<i>Total attorney hours including administrative time</i>	<i>Average # of attorney DIRECT SERVICE hours per client served in FY 22/23</i>	<i>Average total cost per client served in FY 22/23</i>
<b>78</b>	<b>122</b>	<b>200</b>	<b>2680.97</b>	<b>4168.58</b>	<b>13.40</b>	<b>\$1379.76</b>

**7. Cooperation with Other Programs in the Service Area:** In recent years we have prioritized increasing awareness of our services within the community through targeted outreach efforts and strategic partnerships with other non-profit agencies that service Story County. Our goal is to ensure that all eligible individuals are aware of and able to access our legal assistance. To further this goal, we plan to participate in local weekend and evening events this summer and, through our partnership with the Ames Public Library, to begin offering legal educational programming. We have also renewed our partnership with Good

Neighbor, which provides us the ability to meet with our clients in Ames a few times each month and thereby removing transportation barriers for those clients.

In May 2023, we moved to a new office space owned by The Story County Fair Association (SCFA), a non-profit organization. This move fostered a mutually beneficial partnership with the SCFA, enabling us to occupy a facility that better serves our staff, clients, and visitors, while also enhancing the value our funders contribute each year, extending their impact beyond our organization to support broader community services through the rent we pay to the Story County Fair Association.

The Center for Creative Justice (CCJ) is a non-profit organization who is also funded through the Story County ASSET program. Since both organizations were founded in 1974, and will therefore turn 50 this year, we partnered with the CCJ to host this year's Jazz for Justice fundraiser. The event will be held on April 20, 2024. We anticipate hosting between 80 to 100 attendees at this year's event, including ticket holders, employees, and volunteers. While we hope to see this number grow with each passing year, our primary focus right now is on creating a cherished tradition that brings our community together in support of a common cause. We're enthusiastic about our partnership with the CCJ and look forward to the potential of continuing this collaboration in the coming years.

**8. Professional Connections and Participation:** Each attorney in our office is a member of the Iowa Bar and the Story County Bar Association. We give back to the Bar through frequent informal consultations with local attorneys, participation in statewide email lists, involvement with the local Family Law Committee, and presentations at various local non-profit partners and continuing education seminars. Furthermore, the Story County Bar Association is a strong supporter of the Legal Aid Society of Story County. From the \$140 in annual dues paid by each member of the Story County Bar, \$50 per member is donated to our organization each year.

We take our responsibilities to our professional networks very seriously and work to maintain and enhance our reputations as excellent practitioners and fair and trustworthy colleagues.

**9. Quality Measurement and Outcomes Assessment:** Clients evaluate the services they have received at the end of each case by completing an "exit survey" in which they are invited to share their impressions and comments with us. While it has not completely replaced the hard copy format, we have added a digital format for the client evaluation allowing clients to complete the form electronically. This provides quicker access to the data and processing of the information. We do follow up with a phone call if a client has not responded to the survey which yields additional data. Attorneys in our office also provide

information at the close of a case file allowing us to compile data regarding legal outcomes and the means by which they were achieved (negotiation/settlement, mediation, decisions by the Court, etc.). In addition, we maintain a comprehensive database in which we start with information collected from the moment we receive an intake form through resolution. This allows us the ability to summarize the number of clients assisted, the types of matters opened and closed, and the geographic distribution of our caseload. We can also identify trends with those that did not become clients. This provides a broader picture of unmet needs.

Attorneys in our office use CLIO, the online legal case management system, to track hours spent on each client matter, calendar appointments and deadlines, and to ensure that each case proceeds in a timely and efficient manner with task reminders. CLIO also permits tracking trust account funds for clients with ease.

Our various outcome measures demonstrate that the legal representation provided by our office affects the lives of our clients and their families in a positive way by increasing their physical safety, financial security, and family stability. Working with partner agencies, we give our clients information to increase their knowledge of support services for basic needs such as food, shelter, job training and counseling.

**10. Additional Information and Summary:** We are proud of the 50 years of service we have provided to the people of Story County. We hold ourselves to the very highest standards of practice and we work hard to ensure that our clients receive professional, thorough, zealous representation.

The Legal Aid Society of Story County extends heartfelt gratitude for the unwavering support received from the residents of Story County over the years. This unwavering support serves as a testament to the consistent, high-quality work we strive to deliver to our clients and underscores the value we place on serving all who qualify for our assistance.

The funding provided by Story County is integral to our operations, allowing us to maintain an exceptional professional staff and offer vital programs to the community. Without this support, we would not have been able to make such a meaningful impact on the lives of those we serve.

We express sincere appreciation for your continued support and partnership. Rest assured, we remain steadfast in our commitment to upholding the highest standards of service and accountability as we collaborate to ensure access to justice for all residents of Story County. Together, we can continue to make a difference in the lives of those in need.

Sincerely,

*Peggy Michelotti*

Peggy L. Michelotti  
Executive Director  
Legal Aid Society of Story County



DATE: April 15, 2024  
TO: Story County Board of Supervisors  
RE: City of Collins Annual ARPA Report

Dear Story County Board of Supervisors,

The City of Collins would like to express our sincere appreciation for the opportunity to receive this funding from the Story County ARPA grant. This was more than we ever could have imagined, and we are grateful for the opportunity to help our community and our county with these funds.

**Project #5- Water Infrastructure Project**

We were awarded \$340,000 for this project! We completed the replacement of the 2<sup>nd</sup> Avenue water main in October of 2023. The City requested an amendment to the original agreement, to use the remaining funds solely on residential water line replacements. The Board of Supervisors granted the request, and that project is well underway. Our Public Works Director is currently creating an inventory of all water service lines in town, which has been mandated by the EPA, and this grant money will help homeowners replace their lead water lines, should we find any. We will have all water service lines inventoried in the next few weeks and will have a drawdown plan submitted to the BOS by June 30, 2024.

**Project #6- Wastewater System Revitalization Project**

We were awarded \$277,500 for this project! So far we have spent \$234,292.05 on inspecting and lining the city sewer mains and inspecting residential sewer lines. We anticipate that the remaining grant money will be spent before June 30, 2024, but if it is not, we will have a drawdown plan submitted to the BOS by June 30, 2024.

**Project #7- Economic Relief Program**

We were awarded \$54,400 for this project! We were able to serve 14 free community meals between August of 2022 and May of 2023. We served anywhere from 450-500 meals each time. The restaurants we hired to serve our meals were all Story County businesses, so this grant money not only helped the citizens of Collins, but also many Story County businesses.

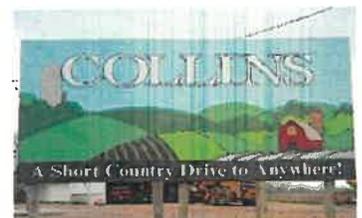
Again, on behalf of the City of Collins, we would like to thank the Story County Board of Supervisors for entrusting us with the \$671,900 that was granted to us to help improve our town and the lives of our residents.

Sincerely,

Katie Baldwin, City Clerk

BRETT COMEGYS, MAYOR  
Katie Baldwin, City Clerk  
Darren Kennedy, Public Works Director  
Joan Enfield, City Treasurer  
Tom Cahill, City Attorney

CITY COUNCIL  
Stacy Howell  
Dawnell Kennedy  
Dawn Pasquariello  
Stephanie Smith  
Marissa Welch



Phone/Fax: 641-385-2205  
E-mail: cityofcollinsia@gmail.com









# State of Iowa

## Alcoholic Beverages Division

### PRIVILEGES

Outdoor Service

## Status of Business

### BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
LARRY THOMPSON	HUXLEY	Iowa	501247701	ceo	100.00	Yes

## Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Apr 15, 2023

POLICY EXPIRATION DATE

Apr 15, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

**AMENDMENT NO. 2**  
**To**  
**Grant Agreement**  
**for**  
**WATER MAIN IMPROVEMENT PROJECT – DESIGN WORK – CITY OF ZEARING, IOWA**  
**ARPA SUBRECIPIENT NO. 24**  
**Dated** 4/11/24, **2024**

This AMENDMENT No. 2 is by and among the County of Story, Iowa and **City of Zearing, Iowa** (collectively, “the Parties”). In consideration of the mutual covenants herein made, the Parties agree as follows:

**SECTION 1. PURPOSE OF AMENDMENT**

1. Parties agree that an amendment should be made to the approved Grant Agreement:
  - a. Amend as follows:

**3. GRANT INFORMATION.**

(A) **Grant Amount.** The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one Grant in the Amount specified on the Award Letter attached as Exhibit A hereto.

(B) **Project and Schedule**

a. Grant Purpose. The Grant is being made solely to finance the project described in the applicable Application. It is understood by Subrecipient that if funding is received to be added to an existing program, recipient must expend existing program funds prior to accessing SLFRF funds.

b. Grant Expenditure Schedule. The Grant will not pay any costs other than those incurred beginning after January 25, 2022. Story County must obligate all of the received SLFRF funds no later than December 31, 2024. Therefore, prior to June 30, 2024, Subrecipient shall submit a satisfactory plan that demonstrates the timely draw down of all awarded funds illustrating the Subrecipient’s ability to expend the funds by December 31, 2026. The Board of Supervisors may re-obligate funds awarded to the Subrecipient. Any re-obligations will be completed prior to December 31, 2024. The final date for expending the County’s SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Subrecipient agrees to notify the County is in writing prior to June 30, 2024, so that funding may be reallocated. Therefore, all grant funds that remain unexpended as of June 30, 2024, must be returned to the County unless, by June 30, 2024, the Subrecipient submits a satisfactory plan to spend the funds by December 31, 2026.

SECTION 2. AMENDMENT ALLOWED.

1. The Grant Agreement provides for this Amendment in Section 6 (D) as follows:

**Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, the original Agreement is attached hereto as Exhibit A and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the County may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

2. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment.

STORY COUNTY, IOWA (County)

CITY OF ZEARING, IOWA Subrecipient)

By:   
Chairperson of the Board of Supervisors

By: 

Dated: 4/16/24

Dated: 3-20-2024

**Exhibit A**

**Story County, Iowa  
American  
Rescue Plan Act**



**Project and Program  
Proposals  
External Community  
Organizations**

*Engaging our diverse communities to responsibly provide quality  
opportunities and services that matter*

Accountability | Collaboration | Environment | Equity | Inclusivity | Innovation | Wise Use of Resources

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**ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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Story County will receive over \$18 Million in total funding from the American Rescue Plan Act of 2021 (also known as ARP; ARPA; Coronavirus State and Local Fiscal Recovery Funds; CSLFRF; and other names). These funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Throughout the pandemic, counties have served on the front lines in our communities. We have leveraged essential federal investments to help curtail the virus. We have taken many steps to serve our most vulnerable residents, including our seniors, children, unemployed, sick, and front-line workers.

This one-time federal government aid represents an historic investment in counties on the front lines of our nation's COVID-19 response and recovery efforts. The direct, flexible funding will improve the quality of life for the people living, learning, and working in Story County, provide for immediate recovery needs, and create a long-term investment in Story County's future.

The Story County Board of Supervisors is inviting communities, organizations and external partners to submit proposals for funding consideration. Together, we must pursue the great American tradition of building back better after major crises. Let us use this opportunity born out of a challenging time to strengthen our local partnerships and make smart investments in a brighter, more resilient future for our communities.

Proposals that will be considered for ARPA funds must address a public need that has been created or exacerbated by the COVID-19 pandemic and meet usage and timing requirements of the ARPA legislation. Projects should be designed with a strategic public purpose that creates meaningful and long-lasting impact and must be focused on Story County and be administered or located in Story County.

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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### **STORY COUNTY'S PRIORITIES FOR THE USE OF THESE FUNDS FOR THIS FIRST ROUND OF FUNDING ARE:**

- 1. Support the public health response** - meet and address emergent public health needs, including through measures to counter the spread of COVID-19, through the provision of care for those impacted by the virus, and through programs or services that address disparities in public health that have been exacerbated by the pandemic.
- 2. Address negative economic impacts caused by the public health emergency** - respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.
- 3. Invest in water, sewer, and broadband infrastructure** – allows for a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and to make necessary investments in broadband infrastructure.

*For more information and details, visit the U.S. Treasury website at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>*

# **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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## **Checklist**

This checklist is provided as a tool to assist you in the completion of your application. Remember, late and/ or incomplete applications will not be accepted. If you have questions regarding your application, please contact Sandra King at (515) 382-7200 or [ARPA@storycountyiowa.gov](mailto:ARPA@storycountyiowa.gov).

(Initial each statement after reading)

KMD Did you sign the certification page and initial all the certification statements?

KMD If mailing your application, did you leave enough time for the post office to deliver it? Remember, postmarks will not be accepted, and late application will be disqualified.

KMD I have reviewed and will abide by Chapter 2, Part 200 of the Code of Federal Regulation (CFR) and Title 6 of the Civil Rights Act of 1964.

KMD I understand that interim reports on a quarterly basis to Story County will be required. In addition, a project wrap-up report is required upon completion of project.

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

## Certification

***By signing this application, I understand and affirm that: (initial each statement after reading)***

KMD If awarded, requested funds will be used only for purposes described in this application. I understand the use of funds are subject to audit by the State Auditor.

KMD If awarded, my organization intends to enter into a contract as required by Story County, Iowa, provide liability insurance as may be required for the duration of the contract naming Story County as an additional insured and in an amount determined by the County. In addition, my organization will provide proof of or obtain any business license, if required.

KMD I have reviewed, and if awarded funds, will abide by all federal, state, and local procurement policies.

KMD Grants awards will be determined by Story County in its sole discretion. Applications may be awarded for the full or a partial amount of the grant requested, or declined.

KMD I certify that I have the legal authority of the organization represented in this application to submit this request for funding on its behalf, and I further certify that the information submitted in this application is true and correct to the best of my knowledge. I understand that Story County will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.

Karen M. Davis

City Clerk

Print Name

Title



Signature

10/15/2021

Date

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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**SUBMISSION DEADLINE:  
Friday, October 15, 2021  
4:30 p.m.**

*Late applications will not be accepted.*

Applications must be submitted via email to [ARPA@storycountyiowa.gov](mailto:ARPA@storycountyiowa.gov)  
or may be mailed or delivered to:

**Board of Supervisors  
Story County, Iowa  
ARPA Funding Application  
900 6<sup>th</sup> Street  
Nevada, Iowa 50201**

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

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## APPLICANT INFORMATION

Organization Name:

City of Zearing

Organization Address:

105 W.Main St., PO Box 235  
Zearing, IA 50278

Contact Person Name, Title, Email  
and Phone Number:

Karen M. Davis  
City Clerk  
zearing@netins.net  
641-487-7477

Organization Website:

www.zearingiowa.com

IRS Designation:

Government - Exempt

Federal Tax ID:

42-6005391

**Is this organization under ecclesiastical or sectarian management or control, as specified in Iowa Code 331.901(5)?**

Yes *(Please note: funds eligibility depends on the intended use of the funds and compliance with Iowa Code requirements. Please continue completing the application and a preliminary determination of eligibility will be communicated to you upon submission.)*

No

**What is the intended purpose/use of the funds?**

The requested funds would be used for the replacement water main lines as well as the additional installation of water mains. These repairs and additions will provide the residents of Zearing with increased water pressure and additional protection in cases of water emergencies such as water main breaks. The additional water lines will allow for water shut off valves to be installed, helping to minimize water service disruptions.

## ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

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Has applicant received previous funding from Story County?

Yes

Date and amount of last  
funding receipt.

TAC 6/16/2021 \$1054.82  
SCEDG FUNDING ALSO

No

### PROJECT/PROGRAM INFORMATION

**Project/Program Name:**

City of Zearing Water Main Improvement Project

**Project/Program Purpose:**

To improve and protect the water supply in the City of Zearing during normal operations as well as emergency situations.

**Requested Story  
County ARPA  
funding amount:**

**Under which approved ARPA usage requirement does your proposed concept fall? Please check all applicable.**

Support the public health response

Address negative economic impacts caused by the public health emergency

Invest in water, sewer, and broadband infrastructure

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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**Can your project be fully committed (under contract) by December 2024?**

Yes

No

**Can your project be completed by December 2026?**

Yes

No

**Describe the project goals/objectives and how your proposal fulfills a public need that has been created or exacerbated by the COVID-19 pandemic. How will the project achieve these goals (what specific services will be provided)?**

The COVID-19 pandemic forced residents to change their day to day lives dramatically. Many residents were required to work from home and with the school closures, this resulted in higher water usage and demand on the City of Zearing's water supply and infrastructure. This increased usage resulted in lower water pressures in different areas of the community. The additional understanding that more people in their homes could put more stress on the water supply in an emergency situation such as a fire.

This project will allow the City to address the needs of water supply to customers as well as provide additional fire hydrants for fire protection in the community.

**Describe how the success of your project/program will be evaluated and what is the desired community impact.**

Success of this project will be noticed by the residents of the community with increased water pressure in their homes. There will also be an increase in fire protection with the additional hydrants through out the community as well. This project will also provide additional valves to re-route water in times of emergency which will lessen the number of residents affected.

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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**Who will be responsible for performing the work and achieving stated goals and objectives? How is this person qualified?**

The City of Zearing will ultimately be responsible for this project. The City plans to hire an engineering firm to construct the proper drawings and secure the necessary permits. We will then utilize a contractor to install the new water lines, water valves and hydrants. Then we will hire an asphalt company to repair the roadways to complete the project.

**Has this proposal been approved by your Board of Directors/City Council/Applicable Entity? Please provide a date and form of approval (such as minutes or resolution).**

Approved by the City Council at the October 11, 2021 meeting.

**Are you working in partnership or collaboration with other entities? If yes, identify partners/collaborators. Indicate amount of financial support and in-kind contribution.**

Not at this time.

**Describe what would happen if you did not receive 100% of the requested funding from Story County.**

The size of this project would have to be scaled back dramatically. Due to the COVID-19 pandemic, the City of Zearing would be appreciative of all or any funding possible to assist with this improvement project.

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

**If this is an ongoing project, what is the sustainability plan if ARPA funding is not available to provide ongoing program/project continuity?**

This project is in the planning and development phase. The ARPA funds would be instrumental in allowing this project to proceed forward.

**Describe the project/program timeline and milestones.**

This project will start with the bidding for an engineering firm to construct plans and obtain the necessary permits. With guidance from an engineering firm, we develop a plan/map and divide the town into sections to begin the installation of water lines. We would work with an excavating company for the installation, starting in the Northwest portion of town. This area is the most problematic and can directly affect the Colo-NESCO Elementary School in case of emergency. This would then bring us to the Main Street area which supports our NESCO Medical Clinic and NuCara Pharmacy. The next section would be the Northeast portion of town that includes Zearing Health Care Center, our local nursing home. The southern portion of Zearing would then be completed. As the repairs and installation are completed, our asphalt contractor would follow closely behind to repair the roadways.

**Describe how this project would make a significant, long-term difference in the quality of life for Story County residents.**

COVID-19 showed weaknesses in our water infrastructure. This project would strengthen our infrastructure and provide increased water pressure. A significant difference will be in the availability of fire hydrants to help save lives and homes in the community.

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

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## FINANCIAL INFORMATION

Using the attached form, attach a detailed budget of the proposed project with a description of each budget item, including the total cost of the project and the percentage of the total budget this proposal funds.

What percentage of your budget is for 0% administrative or management fees?

Are you accessing alternative funding sources? If yes, please list sources.

Yes     *Sources*

No

Is the requested funding a match for other funding? If yes, please describe.

Yes     *Describe match*

No

Does your organization obtain an annual audited or reviewed financial statement? Please provide your most recent financial statement. Annual Financial Report to the State of Iowa

Is your organization required to file IRS Form 990? If yes, please No provide your most recent filing.

For cities: did you apply/receive your ARPA Funds\*?

*Apply*

*Receive*

Yes

Yes

No

No

\*Cities must have applied for and received other ARPA Funds to be eligible to apply for funds through Story County.

## ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

*Please use the space below for any additional information.*

**Additional Information:**





**MINUTES OF THE REGULAR MEETING  
ZEARING CITY COUNCIL  
ZEARING, IOWA  
October 11, 2021**

7:00 PM Mayor Reed called the meeting to order and roll call was taken; Present: Murrell, Perisho, Obrecht, Skinner and Tisdale.

Murrell motioned to approve the agenda. Tisdale seconded the motion. Motion carried.

Tisdale motioned to approve the minutes with the following clarification: Clinic Maintenance items were discussed. Painting the exterior and the signage. Hansen Family Hospital would provide signage. Additional bid will be collected for the painting. Murrell seconded the motion. Motion carried.

Tisdale motioned to pay the claims from September 14, 2021 to October 11, 2021. Murrell seconded the motion. Motion carried.

CLAIMS REPORT		
VENDOR	REFERENCE	AMOUNT
AG SOURCE LABORATORIES	LAB WORK	25.5
ALLIANT ENERGY	ELECTRIC	2,916.16
AMY ERICKSON	WATER DEPOSIT REFUND	200
BOUND TREE MEDICAL, LLC.	PUBLIC SAFETY	106.67
ZEARING, CITY OF	ADDL HEALTH DED	64.84
COLO FIRE DEPT	DONATION FOR MUTUAL AID	500
CONLEY'S TRUCKING	MULCH HAULING	138.4
CUMMINS SALES AND SERVICE	REPAIRS	1,065.76
DENTONS DAVIS BROWN PC	LEGAL FEES	343
DDM ELECTRIC INC.	PARK ELECTRIC	247.22
DOOR AND FENCE STORE	DOOR TRIM	72
GANNETT	PUBLICATIONS	275.24
GOLDEN VALLEY HARDSCAPES, LLC	MULCH	449
HELGELAND CARPENTRY	EMS DOOR	560.71
HOKEL MACHINE SUPPLY	OXYGEN SUPPLIES	16.45
INNOVATIVE AG SERVICES	SUPPLIES	40
INTERNAL REVENUE SERVICES	FED/FICA TAX	1,929.72
IOWA REGIONAL UTILITIES ASSOC	WATER PURCHASE	3,063.33
I P E R S COLLECTIONS	IPERS	1,224.44
BAILEY SERVICE, LLC	GARBAGE SERVICE	5,235.00
JOHNSON SALES & SERVICE	SUPPLIES	92.54
KAREN DAVIS	CELL REIMBURSEMENT	50
KEY COOPERATIVE	CHEMICALS	214.79
KS STATEBANK	GEHL LEASE	3,000.00
MARCO	COPIER	523.27
MCCALLSBURG FIRE DEPT	DONATION FOR MUTUAL AID	500
MENARDS - AMES	SUPPLIES	50.05
MINERVA VALLEY TELEPHONE	TELEPHONE	311.12
NEVADA FIRE DEPT	DONATION FOR MUTUAL AID	500

PRUDENTERRA	TREE CONSULTING	562.5
RACOM CORPORATION	FINAL FIRE DEPT RADIO PAYMENT	8,611.14
STAPLES	SUPPLIES	301.64
STATE CENTER FIRE DEPT	DONATION FOR MUTUAL AID	500
SUPERIOR WELDING SUPPLY	SUPPLIES	42.46
TIM ADAMS	REIMBURSEMENT	146
TREASURER- STATE OF IOWA	STATE TAXES	723
UBALDO GARCIA	WATER DEPOSIT REFUND	100
US BANK	COPIER	761.48
WELLMARK BC/BS	HEALTH INSURANCE	1,779.19
WILLIAM BLACK	CELL REIMBURSEMENT	50
ZEARING FIRE DEPT.	DONATION FOR MUTUAL AID	500
Accounts Payable Total		37,792.62
Payroll Checks		6,533.35
***** REPORT TOTAL *****		44,325.97
GENERAL		31,294.34
ROAD USE TAX		1,000.00
EMPLOYEE BENEFIT		1,779.19
WATER		6,917.52
SEWER		3,334.92
TOTAL FUNDS		44,325.97

Sheriff's Report – none.

Open Forum – Marc Snavelly, Colo-NESCO Superintendent/Elementary Principal introduced himself to the council. The school project is running behind and school started September 7<sup>th</sup>. He also shared that the upcoming election will have the PPEL vote on the ballot. He encouraged everyone to reach out with any questions about the levy vote or any concerns they may have.

NB: The Public Hearing for rezoning was tabled to take the request to Planning and Zoning for their input.

Skinner motioned to continue having the open forum on the agenda with the addition of asking people to pre-register their name, address and topic before the meeting. Perisho seconded the motion. Motion carried.

The use of the medical saving account was discussed. Flooring has been approved. With the additional need for space, it was agreed the projects need to be communicated through all parties and that the biggest “bang for the buck” is what should be considered. Projects that can be built upon make the most sense. There is still a continued interest in have a Physical Therapy area and a wellness facility.

Library Building Improvements were also discussed. The exterior doors to the facility are in need or replacement. The library board will need to make further decisions about flooring, the exterior signage and the basement bathroom remodeling.

Having a Halloween Trunk or Treat on Main Street was discussed. October 30<sup>th</sup> from 6-8 pm. Citizens are invited to attend or have their lights on at their homes as well. Walking Tacos and drinks will be at the Dakins Center as well.

OB: Delinquent water bills: Approximately 8 letters will be sent out. Pearl Street Bridge is complete and open. Final bill will be arriving.

Superintendent's Report: Written Report was submitted.

Clerk Report – Permission was asked of the Council to approve submitting an application for ARPA Funds from Story County for infrastructure improvements to water lines throughout the community. All Council members were in agreement to submit the application for funding. An additional written reports was submitted also.

Mayor Report – Shared his report through the meeting. Acknowledged the loss of an iconic Community Member in Zearing recently.

Council Member Reports- Skinner and Perisho will be meeting with Brenda Dryer to discuss economic development issues. South Park restroom is almost complete. Skinner was happy to see the disc golf basket was installed.

Next regular meeting will be on November 8, 2021 at 7:00 PM at City Hall.

Murrell motioned at 8:04 PM to adjourn meeting. Tisdale seconded the motion. Motion carried.



\_\_\_\_\_  
Tim Reed, Mayor of Zearing, Iowa

Attested:



\_\_\_\_\_  
Karen Davis, City Clerk of Zearing, Iowa

STATE OF IOWA  
2020  
FINANCIAL REPORT  
FISCAL YEAR ENDED  
JUNE 30, 2020  
CITY OF ZEARING, IOWA  
DUE: December 1, 2020

16208501400000  
CITY OF ZEARING  
PO Box 235  
ZEARING IA 50278-0235  
POPULATION: 554

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

**ALL FUNDS**

	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
<b>Revenues and Other Financing Sources</b>				
Taxes Levied on Property	173,392		173,392	176,947
Less: Uncollected Property Taxes-Levy Year	0		0	
<b>Net Current Property Taxes</b>	173,392		173,392	176,947
Delinquent Property Taxes	0		0	
TIF Revenues	0		0	
Other City Taxes	65,247	0	65,247	74,599
Licenses and Permits	1,910	0	1,910	825
Use of Money and Property	35,764	0	35,764	29,870
Intergovernmental	172,274	0	172,274	86,686
Charges for Fees and Service	69,940	293,770	363,710	394,675
Special Assessments	0	0	0	
Miscellaneous	16,704	0	16,704	3,356
Other Financing Sources	0	0	0	16,000
Transfers In	0	0	0	
<b>Total Revenues and Other Sources</b>	535,231	293,770	829,001	782,958
<b>Expenditures and Other Financing Uses</b>				
Public Safety	96,673		96,673	66,862
Public Works	192,634		192,634	203,400
Health and Social Services	3,020		3,020	5,500
Culture and Recreation	87,137		87,137	96,216
Community and Economic Development	141,798		141,798	108,950
General Government	77,327		77,327	54,300
Debt Service	0		0	
Capital Projects	0		0	
<b>Total Governmental Activities Expenditures</b>	598,589	0	598,589	535,228
<b>BUSINESS TYPE ACTIVITIES</b>		243,749	243,749	260,705
<b>Total All Expenditures</b>	598,589	243,749	842,338	795,933
Other Financing Uses	0	0	0	
Transfers Out	0	0	0	
<b>Total All Expenditures/and Other Financing Uses</b>	598,589	243,749	842,338	795,933
<b>Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses</b>	-63,358	50,021	-13,337	-12,975
Beginning Fund Balance July 1, 2019	562,307	273,006	835,313	780,918
Ending Fund Balance June 30, 2020	498,949	323,027	821,976	767,943

NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds		Pension Trust Funds	
Private Purpose Trust Funds		Agency Funds	
<b>Indebtedness at June 30, 2020</b>	<b>Amount</b>	<b>Indebtedness at June 30, 2020</b>	<b>Amount</b>
General Obligation Debt	0	Other Long-Term Debt	0
Revenue Debt	92,440	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	1,234,936

**CERTIFICATION**

The forgoing report is correct to the best of my knowledge and belief

	<b>Publication</b> 6/1/2021
Signature of Preparer	Phone Number
Printed name of Preparer	
	Date Signed
Signature of Mayor or other City official (Name and Title)	

**PLEASE PUBLISH THIS PAGE ONLY**

REVENUE P2  
 CITY OF ZEARING  
 REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2020  
 NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
<b>Section A - Taxes</b>										
Taxes levied on property	143,257	30,135					173,392		173,392	1
Less: Uncollected Property Taxes - Levy Year								0		2
Net Current Property Taxes	143,257	30,135		0	0	0	173,392		173,392	3
Delinquent Property Taxes								0		4
<b>Total Property Tax</b>	143,257	30,135		0	0	0	173,392		173,392	5
<b>TIF Revenues</b>										6
<b>Other City Taxes</b>										7
Utility Tax Replacement Excise Taxes										8
Utility Franchise Tax (Chapter 364.2, Code of Iowa)								0	0	9
Parimutuel Wager Tax								0	0	10
Gaming Wager Tax								0	0	11
Mobile Home Tax								0	0	12
Hotel / Motel Tax								0	0	13
Other Local Option Taxes	65,247						65,247		65,247	14
<b>Total Other City Taxes</b>	65,247	0		0	0	0	65,247	0	65,247	15
<b>Section B - Licenses and Permits</b>	1,910						1,910		1,910	16
<b>Section C - Use of Money and Property</b>										17
Interest	871						871		871	18
Rents and Royalties	34,893						34,893		34,893	19
Other Miscellaneous Use of Money and Property								0	0	20
<b>Total Use of Money and Property</b>	35,764	0	0	0	0	0	35,764	0	35,764	21
<b>Section D - Intergovernmental</b>										22
<b>Federal Grants and Reimbursements</b>										23
Federal Grants								0	0	24
Community Development Block Grants								0	0	25
Housing and Urban Development								0	0	26
Public Assistance Grants								0	0	27
Payment in Lieu of Taxes								0	0	28
<b>Total Federal Grants and Reimbursements</b>	0	0		0	0	0	0	0	0	29

REVENUE P3  
 CITY OF ZEARING  
 REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2020  
 NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
<b>Section D - Intergovernmental - Continued</b>	41									41
State Shared Revenues	43									43
Road Use Taxes	44	89,549					89,549		89,549	44
<b>Other state grants and reimbursements</b>	48									48
State grants	49	75,943					75,943		75,943	49
Iowa Department of Transportation	50						0		0	50
Iowa Department of Natural Resources	51						0		0	51
Iowa Economic Development Authority	52						0		0	52
CEBA grants	53						0		0	53
Commercial & Industrial Replacement Claim	54						0		0	54
	55						0		0	55
	56						0		0	56
	57						0		0	57
	58						0		0	58
	59						0		0	59
<b>Total State</b>	60	75,943		0	0	0	165,492	0	165,492	60
<b>Local Grants and Reimbursements</b>										
County Contributions	63						0		0	63
Library Service	64	6,782					6,782		6,782	64
Township Contributions	65						0		0	65
Fire/EMT Service	66						0		0	66
	67						0		0	67
	68						0		0	68
	69						0		0	69
<b>Total Local Grants and Reimbursements</b>	70	6,782	0	0	0	0	6,782	0	6,782	70
<b>Total Intergovernmental (Sum of lines 33, 60, and 70)</b>	71	82,725	89,549	0	0	0	172,274	0	172,274	71
<b>Section E - Charges for Fees and Service</b>	72									72
Water	73						0	107,056	107,056	73
Sewer	74						0	186,544	186,544	74
Electric	75						0	0	0	75
Gas	76						0	0	0	76
Parking	77						0	0	0	77
Airport	78						0	0	0	78
Landfill/garbage	79	69,940					69,940		69,940	79
Hospital	80						0		0	80

REVENUE P4  
 CITY OF  
 REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,  
 NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section E - Charges for Fees and Service - Continued	81								81
Transit	82						0		82
Cable TV	83						0		83
Internet	84						0		84
Telephone	85						0		85
Housing Authority	86						0		86
Storm Water	87						0	170	87
Other:	88								88
Nursing Home	89						0		89
Police Service Fees	90						0		90
Prisoner Care	91						0		91
Fire Service Charges	92						0		92
Ambulance Charges	93						0		93
Sidewalk Street Repair Charges	94						0		94
Housing and Urban Renewal Charges	95						0		95
River Port and Terminal Fees	96						0		96
Public Scales	97						0		97
Cemetery Charges	98						0		98
Library Charges	99	0					0		99
Park, Recreation, and Cultural Charges	100						0		100
Animal Control Charges	101						0		101
	102						0		102
	103						0		103
<b>Total Charges for Service</b>	104	69,940	0	0	0	0	69,940	293,770	363,710
<b>Section F - Special Assessments</b>	106						0		106
<b>Section G - Miscellaneous</b>	107								107
Contributions	108	2,874					2,874		2,874
Deposits and Sales/Fuel Tax Refunds	109						0		109
Sale of Property and Merchandise	110						0		110
Fines	111						0		111
Internal Service Charges	112	7,566					7,566		7,566
Newsletter Postage, Heritage allocation	113	6,264					6,264		6,264
	114						0		114
	115						0		115
	116						0		116
	117						0		117
	118						0		118
	119						0		119
<b>Total Miscellaneous</b>	120	16,704	0	0	0	0	16,704	0	16,704

REVENUE P5  
 CITY OF  
 REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,  
 NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Total All Revenues (Sum of lines 6, 7, 15,16,22, 71, 104, 106, and 120)	121 415,547	119,684	0	0	0	0	535,231	293,770	829,001	121
<b>Section H - Other Financing Sources</b>	123									123
Proceeds of capital asset sales	124						0		0	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125						0		0	125
Proceeds of anticipatory warrants or other short-term debt	126						0		0	126
Regular transfers in and interfund loans	127						0		0	127
Internal TIF loans and transfers in	128						0		0	128
	129						0		0	129
	130						0		0	130
<b>Total Other Financing Sources</b>	131 0	0	0	0	0	0	0	0	0	131
<b>Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)</b>	132 415,547	119,684	0	0	0	0	535,231	293,770	829,001	132
<b>Beginning Fund Balance July 1, 2019</b>	134 288,059	274,248					562,307	273,006	835,313	134
<b>Total Revenues and Other Financing Sources (Sum of lines 132 and 134)</b>	136 703,606	393,932	0	0	0	0	1,097,538	566,776	1,664,314	136

EXPENDITURES P6  
 CITY OF ZEARING  
 EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2020  
 NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section A - Public Safety	1										1
Police Department/Crime Prevention	2	33,661						33,661		33,661	2
Jail	3							0		0	3
Emergency Management	4							0		0	4
Flood control	5							0		0	5
Fire Department	6	55,581						55,581		55,581	6
Ambulance	7	7,307						7,307		7,307	7
Building Inspections	8							0		0	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10	124						124		124	10
Other Public Safety	11							0		0	11
	12							0		0	12
	13							0		0	13
<b>Total Public Safety</b>	14	96,673	0		0	0	0	96,673		96,673	14
Section B - Public Works	15										15
Roads, Bridges, Sidewalks	16	39,226	64,083					103,309		103,309	16
Parking Meter and Off-Street	17							0		0	17
Street Lighting	18	15,074						15,074		15,074	18
Traffic Control Safety	19							0		0	19
Snow Removal	20							2,631		2,631	20
Highway Engineering	21		2,631					0		0	21
Street Cleaning	22							0		0	22
Airport (if not an enterprise)	23							0		0	23
Garbage (if not an enterprise)	24	71,322	298					71,620		71,620	24
Other Public Works	25							0		0	25
	26							0		0	26
	27							0		0	27
<b>Total Public Works</b>	28	125,622	67,012		0	0	0	192,634		192,634	28
Section C - Health and Social Services	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33							0		0	33
Water, Air, and Mosquito Control	34	2,720						2,720		2,720	34
Community Mental Health	35	300						300		300	35
Other Health and Social Services	36							0		0	36
	37							0		0	37
	38							0		0	38
<b>Total Health and Social Services</b>	39	3,020	0		0	0	0	3,020		3,020	39
Section D - Culture and Recreation	40										40
Library Services	41	62,157	6,530					68,687		68,687	41
Museum, Band, Theater	42	4,574						4,574		4,574	42
Parks	43	11,535	279					11,814		11,814	43
Recreation	44	2,062						2,062		2,062	44
Cemetery	45							0		0	45
Community Center, Zoo, Marina, and Auditorium	46							0		0	46
Other Culture and Recreation	47							0		0	47
	48							0		0	48
	49							0		0	49
<b>Total Culture and Recreation</b>	50	80,328	6,809		0	0	0	87,137		87,137	50



**EXPENDITURES P8**

**CITY OF EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued  
NON-GAAP/CASH BASIS**

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g) & (h)) (i)	Line
<b>Section I - Business Type Activities</b>	87										87
Water - Current Operation	88								107,946	107,946	88
Capital Outlay	89									0	89
Debt Service	90									0	90
Sewer and Sewage Disposal - Current Operation	91								53,224	53,224	91
Capital Outlay	92									0	92
Debt Service	93								78,685	78,685	93
Electric - Current Operation	94									0	94
Capital Outlay	95									0	95
Debt Service	96									0	96
Gas Utility - Current Operation	97									0	97
Capital Outlay	98									0	98
Debt Service	99									0	99
Parking - Current Operation	100									0	100
Capital Outlay	101									0	101
Debt Service	102									0	102
Airport - Current Operation	103									0	103
Capital Outlay	104									0	104
Debt Service	105									0	105
Landfill/Garbage - Current operation	106									0	106
Capital Outlay	107									0	107
Debt Service	108									0	108
Hospital - Current Operation	109									0	109
Capital Outlay	110									0	110
Debt Service	111									0	111
Transit - Current Operation	112									0	112
Capital Outlay	113									0	113
Debt Service	114									0	114
Cable TV, Telephone, Internet - Current Operation	115									0	115
Capital Outlay	116									0	116
Housing Authority - Current Operation	117									0	117
Capital Outlay	118									0	118
Debt Service	119									0	119
Storm Water - Current Operation	120								3,894	3,894	120
Capital Outlay	121									0	121
Debt Service	122									0	122
Other Business Type - Current Operation	123									0	123
Capital Outlay	124									0	124
Debt Service	125									0	125
Internal Service Funds - Specify	126									0	126
	127									0	127
	128									0	128
<b>Total Business Type Activities</b>	129								243,749	243,749	129



**OTHER P10**

Part III Intergovernmental Expenditures Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments		Amount paid to State
	Highways	All other	
Correction			0
Health			
Highways	13,946		
Transit Subsidies			
Libraries			
Police protection	33,661		
Sewerage			
Sanitation			
All other	43,237		

**Part IV**

Wages & Salaries Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID		Amount
<b>Total Salaries and Wages Paid</b>		100,709

**Part V Debt Outstanding, Issued, and Retired**

Transit subsidies

**A. Long-Term Debt**

Purpose	Line	Debt During the Fiscal Year				Debt Outstanding JUNE 30, 2020			
		Debt Outstanding JULY 1, 2019	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year
Water Utility	1.								
Sewer Utility	2.	1,631,000				92,440			27,510
Electric Utility	3.								
Gas Utility	4.								
Transit-Bus	5.								
Industrial Revenue	6.								
Mortgage Revenue	7.								
TIF Revenue	8.								
Other Purposes / Miscellaneous	9.								
GO	10.								
Parking	11.								
Airport	12.								
Stormwater	13.								
Section 108	14.								
<b>Total Long-Term</b>		1,631,000	0	0	0	92,440	0	0	27,510

**B. Short-Term Debt Amount**

Outstanding as of JULY 1, 2019

Outstanding as of JUNE 30, 2020

DEBT LIMITATION FOR GENERAL OBLIGATIONS		Amount
Part VI	Actual valuation -- January 1, 2018	24,698,730
Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2020		x 0.5 = \$ 1,234,936.5

**Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2020**

Type of asset	Amount			
	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.				821,976
<b>Total</b>				<b>821,976</b>

If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1; Ending fund balance, column C PLUS the amounts in the shaded Note area.

**REMARKS**



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

Story County Administration  
900 Sixth Street  
Nevada Iowa 50201  
515-382-7200  
515-382-7206 (fax)  
[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

April 10, 2024

Veronica Vanterpool, FTA Acting Administrator  
Federal Transit Administration  
1200 New Jersey Avenue, SE  
Washington, DC 20590

RE: Ames Transit Agency (CyRide) Letter of Support for Bus & Bus Facilities Grant Application

Dear Administrator Vanterpool:

The Story County Board of Supervisors is pleased to offer this letter of support for the Ames Transit Agency's application to the Federal Transit Administration's FY 2024 Bus and Bus Facilities Grant Program for a facility expansion project. CyRide's significant contribution of nearly 5 million rides annually, or approximately 74 rides per capita in Ames, underscores its vital role in our community's transportation network.

Specifically, this grant will help expand its current administrative and maintenance facility to provide additional electrified vehicle storage for future zero-emission bus purchases, maintenance bays for articulated buses, and sufficient training facilities spaces to support CyRide's workforce well into the future.

We anticipate that this project will have a significant, positive impact on the City of Ames and the greater Story County community by improving the facility infrastructure necessary to support all of CyRide's essential transportation services. These services play a crucial role in the lives of many residents living in Story County, providing reliable and accessible transportation options.

Therefore, the Story County Board of Supervisors strongly supports the approval of a Bus and Bus Facilities grant award and urges the Federal Transit Administration to fully fund this exciting project within the central Iowa area.

Thank you for considering our support.

Sincerely,

Lisa Heddens, Chair  
Story County Board of Supervisors

Our Mission....

Engaging our diverse communities to responsibly provide quality opportunities and services that matter

Our Goals....

Accountability / Collaboration / Equity / Environment / Innovation / Inclusivity/ Wise Use of Resources

### RESOLUTION TO VACATE A COUNTY ROAD

Story County  
Resolution No. 24-72

WHEREAS, on April 9th, 2024 at 10:00 a.m., a public hearing was held in the Board Room at the Story County Administration Building in Nevada, Iowa, on the proposed vacation to clear the record of a portion of Story County Secondary Road 180<sup>th</sup> Street, described as follows:

1. A part of 180th St., originally established on November 11th, 1868 (See Road Record Book 2, page 4), on the North line of Section 15, T84N, R23W of Story County, Iowa. The intention is to vacate a portion of 180th St. from the East right-of-way line of 590th Ave. thence approximately one mile East to the West right-of-way line of 600th Ave., said road being 66 feet in width, centered on the North line of Section 15, T84N, R23W.

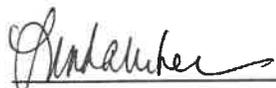
WHEREAS, there were no objections or claims for damages filed on or before April 9th, 2024.

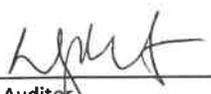
NOW, THEREFORE BE IT RESOLVED by the Story County Board of Supervisors that the subject section of road be ordered vacated and closed, and do hereby Quit Claim unto the adjoining property owners, all our right, title, interest, estate, claim and demand, the vacated property listed above subject to the right of utilities to continue in possession of any easement existing at the time of vacation. See Exhibit "A" attached.

Adopted this 16<sup>th</sup> day of April, 2024.

Recommended by:

 4-10-24  
 Darren R Moon, P.E. Date  
 County Engineer

*nie*   
 Chairperson, Board of Supervisors

Attest:   
 County Auditor

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

ALLOWED BY VOTE OF BOARD Yea 3 Nay 0 Absent 0

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

**RESOLUTION TO VACATE A COUNTY ROAD**

Story County  
Resolution No. 24-73

**WHEREAS**, on April 9th, 2024 at 10:00 a.m., a public hearing was held in the Board Room at the Story County Administration Building in Nevada, Iowa, on the proposed vacation to clear the record of a portion of Story County Secondary Road 180<sup>th</sup> Street, described as follows:

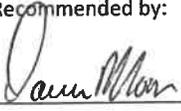
1. **A part of 180th St., originally established on July 29th, 1875 (See Road Record Book 2, page 64), on the North line of Section 14, T84N, R22W of Story County, Iowa. The intention is to vacate a portion of 180th St. from the West right-of-way line of 670th Ave. thence approximately one mile West to the East right-of-way line of 660th Ave., said road being 66 feet in width, centered on the North line of Section 14, T84N, R22W.**

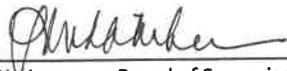
**WHEREAS**, there were no objections or claims for damages filed on or before April 9th, 2024.

**NOW, THEREFORE BE IT RESOLVED** by the Story County Board of Supervisors that the subject section of road be ordered vacated and closed, and do hereby Quit Claim unto the adjoining property owners, all our right, title, interest, estate, claim and demand, the vacated property listed above subject to the right of utilities to continue in possession of any easement existing at the time of vacation. See Exhibit "A" attached.

Adopted this 16<sup>th</sup> day of April, 2024.

Recommended by:

  
 Darren R Moon, P.E.                      4-10-24  
 County Engineer                      Date

*We-*   
 Chairperson, Board of Supervisors

Attest:   
 County Auditor

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

ALLOWED BY VOTE OF BOARD                      Yea 3 Nay 0 Absent 0

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





**Additional instructions are on the final page.**

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

**APPROVED DENIED**  
Board Member Initials: [Signature]  
Meeting Date: 4/16/24  
Follow-up action: \_\_\_\_\_

**Business Information:**

Legal name/Doing business as (DBA): CASEY'S # 2301

Iowa sales and use tax account number: 0-00-007787

Retail address: 17005 HWY 69 City: GILBERT State: IA ZIP: 50105

Mailing address: ONE SE CONVENIENCE BLVD. City: ANKENY State: IA ZIP: 50021

Phone: 5152335069

**Legal Ownership Information:**

Type of ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: CASEY'S MARKETING COMPANY

Primary office address: ONE SE CONVENIENCE BLVD. City: ANKENY State: IA ZIP: 50021

Phone: 515-446-6404 Fax: 515-446-6303 Email: LICENSINGTEAM@CASEYS.COM

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine  Vending machine that assembles cigarettes  Delivery sales of alternative nicotine/vapor products (see instructions)  Mobile sales (see instructions)  VIN: \_\_\_\_\_ License plate number: \_\_\_\_\_

Types of Products Sold: (Check all that apply)

Cigarettes  Tobacco  Alternative nicotine products  Vapor products

**Type of Establishment: (Select the options that best describe the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Other (provide description)  \_\_\_\_\_

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):  
YES, CASEY'S HAS 557 LOCATIONS IN IOWA HOLDING A TOBACCO LICENSE.

Include with this application a list of your suppliers and customers on a separate sheet.

**Identify partners or corporate officers if the business is not a sole proprietorship.**

Name: SEE ATTACHED Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Printed name: DOUGLAS BEECH, ASSISTANT SECRETARY

Printed name: \_\_\_\_\_

Signature: *Douglas M. Beech*

Signature: \_\_\_\_\_

Date: 04/01/2024

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \_\_\_\_\_
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: \_\_\_\_\_
- New  Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

Closure No. 24-16

Date April 11, 2024

## 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 24/25 New Albany Twp on

260th St is closed between 730th Ave and 740th Ave

*vice* [Signature]  
Chair, Board of Supervisors

Attest: [Signature]  
County Auditor

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

ALLOWED BY VOTE OF THE BOARD  
Yea 3 Nay 0 Absent 0

[Signature]  
*vice* CHAIRPERSON

Above tabulation made by [Signature]

Closure No. 24-17

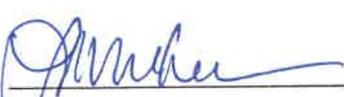
Date April 11, 2024

### 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 10 Nevada Twp on

Lincoln Highway (E41) will be closed from S27 to 667th Ave

*Vice*   
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

  
*vice* CHAIRPERSON

Above tabulation made by *SB*

Closure No. 24-18

Date April 11, 2024

### 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 26/25 Lincoln Twp on

730th Ave is closed between 140th St and 150th St

[Signature]  
Vice-Chair, Board of Supervisors

Attest: [Signature]  
County Auditor

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

ALLOWED BY VOTE OF THE BOARD

Yea 3 Nay 0 Absent 0

[Signature]  
Vice CHAIRPERSON

Above tabulation made by SB

## STORY COUNTY UTILITY PERMIT

Date 4/10/24

To the Board of Supervisors, Story County, Iowa:

Alliant Energy IP&L LucasFeilmeier@alliantenergy.com  
 The c/o Lucas Feilmeier, PM O: (515) 268-3433 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~~<sup>distribution</sup> of see note below on secondary route  
see note below , from see note at bottom of page to see note at bottom of page , a  
 distance of 0.7Mi 1PH miles.(ref. WR#4304546) MCDB McCallsburg Area Conversion

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

From the junction box near 650th avenue, install single phase riser. Upgrade and maintenance overhead distribution line along 650th Avenue to 25kv. Bury taps to customers, see map. Our reference project name is (WR#4304546) (22.22608) MCDB McCallsburg Area Conversion. The project scheduled this Spring with a rough start date is 04/15/2024.

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 9Apr24

*Luke Feilmaier*

Name of Company (Applicant - Permittee)

Project Manager 5152683433

by Phone no.

Recommended for Approval:

Date 4-9-24

*[Signature]*

515-382-7355

County Engineer Phone no.

Approved:

Date 4-16-24

*[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.**



1-09

Permit Number 24-7543

STORY COUNTY UTILITY PERMIT

Date 4/10/24

To the Board of Supervisors, Story County, Iowa:

The Huxley Communications Company, incorporated under the laws of Iowa, with its principal place of business at Huxley, Iowa, 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 Communications on secondary route 620th, 630th, 640th, 650th, from Highway 210 to Polk County, a distance of ~4 Miles 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 4/8/2024

Huxley Communications

Name of Company (Applicant - Permittee)

Brant Strumpfer - 515-203-6716

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

Recommended for Approval:

Date 4-9-24

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

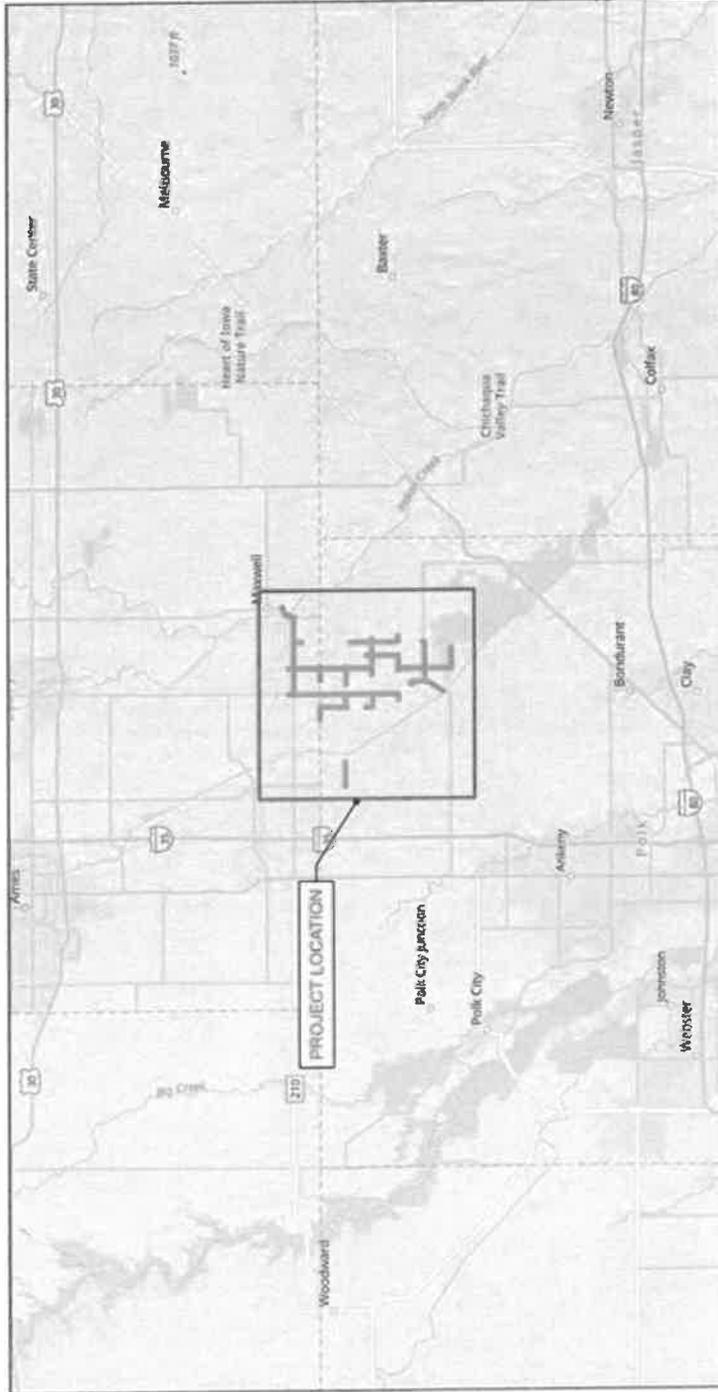
Approved:

Date 4/16/24

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

**CONSTRUCTION PLANS FOR  
HUXLEY COMMUNICATIONS - NOFA 7  
POLK COUNTY EAST PHASE 1 - MAXWELL WEST FEED  
PRECISION UNDERGROUND UTILITIES, LLC  
POLK & STORY COUNTY**

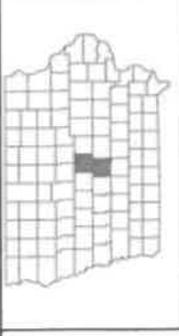


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76-82	IADOT - STORY COUNTY
5-32	STORY COUNTY
73-91	STORY COUNTY
126-129	STORY COUNTY
136-139	STORY COUNTY
32-207	POLK COUNTY



NOTE: THE PLAN LOCATIONS OF UNDERGROUND AND ABOVE-GROUND UTILITIES SHOWN ARE APPROXIMATE ONLY. IN ADDITION, PROVIDER OF UTILITIES SHALL BE CONTACTED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LOCATION OF UNDERGROUND UTILITIES AND VERIFYING THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL CONTACT ANY AND ALL UTILITIES AND LOCAL GOVERNMENT AGENCIES NOT PARTICIPATING IN LOCATION SERVICES.



**precision**  
UNDERGROUND UTILITIES

PO BOX 409  
309 S. WATER STREET  
CAMBRIDGE, IA 50046  
PHONE (515) 597-4004  
[WWW.PRECISIONUNDERGROUNDIA.COM](http://WWW.PRECISIONUNDERGROUNDIA.COM)

PRECISION UNDERGROUND UTILITIES	POLK COUNTY EAST PHASE 1 - MAXWELL WEST FEED	TITLE SHEET	SCALE 1:300,000	SHEET NUMBER 1
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PRECISION UNDERGROUND UTILITIES

NOFA 8 - DALLAS CENTER SOUTH - NOFA 6 EXTENSIONS

SITE OVERVIEW

SCALE 1:24,000

SHEET NUMBER 2

## STORY COUNTY UTILITY PERMIT

Date 4/10/24

To the Board of Supervisors, Story County, Iowa:

The Huxley Communications Company, incorporated under the laws of Iowa, with its principal place of business at Huxley, Iowa, 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 Communications on secondary route 330th st, 663rd, 670th, 680th from City of Maxwell to Polk County, a distance of ~5 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.

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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 4/8/2024

Huxley Communications

Name of Company (Applicant - Permittee)

Brant Strumpfer - 515-203-6716

by

Phone no.

Recommended for Approval:

Date 4-9-24



515-382-7355

County Engineer

Phone no.

Approved:

Date 4/16/24

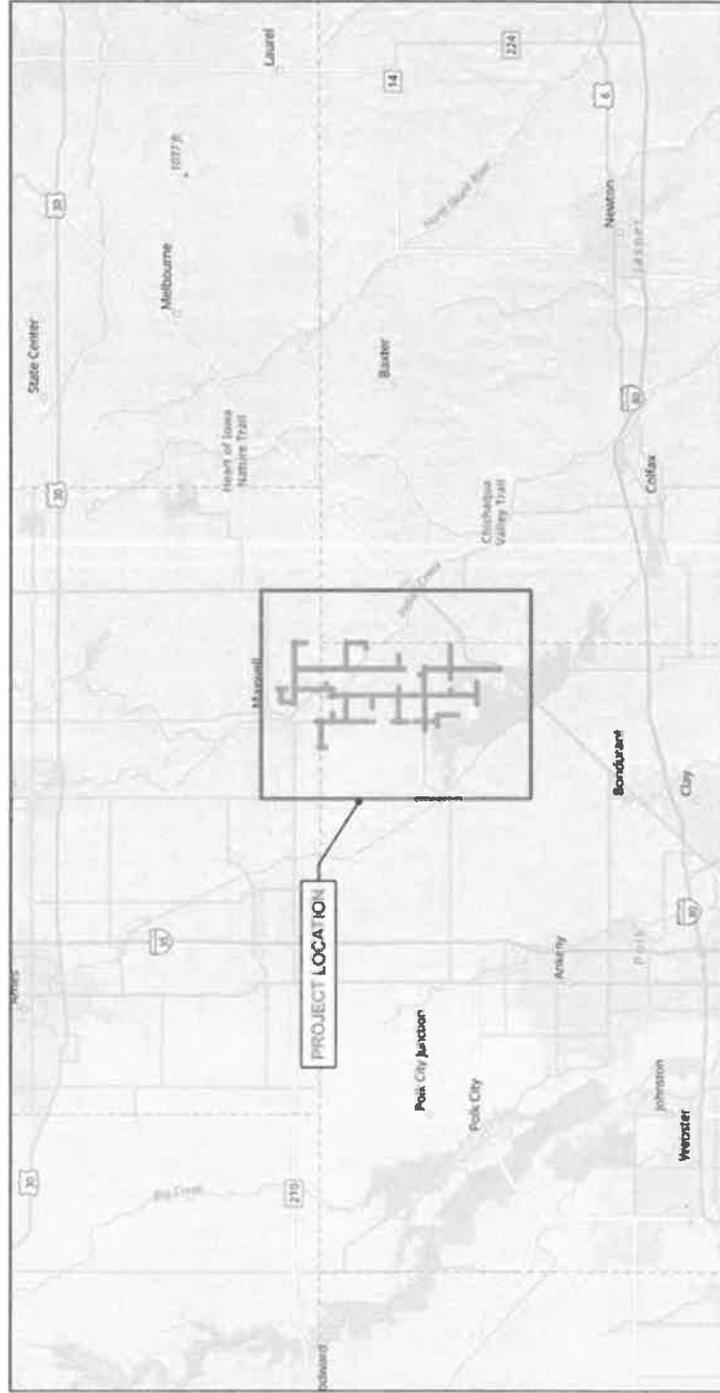
*vice*   
Chair, Board of Supervisors  
Story County, Iowa

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



PRECISION UNDERGROUND UTILITIES	POLK COUNTY EAST PHASE 2 - MAXWELL EAST FEED	SITE OVERVIEW	SCALE 1:24,000	SHEET NUMBER 2
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**CONSTRUCTION PLANS FOR  
HUXLEY COMMUNICATIONS - NOFA 7  
POLK COUNTY EAST PHASE 2 - MAXWELL EAST FEED  
PRECISION UNDERGROUND UTILITIES, LLC  
POLK & STORY COUNTY**

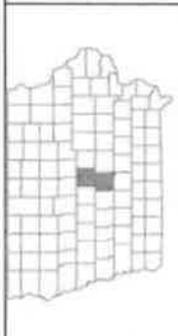


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**precision**  
UNDERGROUND UTILITIES

PO BOX 409  
309 S. WATER STREET  
CAMBRIDGE, IA 50046  
PHONE (515) 597-4004  
[WWW.PRECISIONUNDERGROUNDIA.COM](http://WWW.PRECISIONUNDERGROUNDIA.COM)



**IOWA ONE CALL**  
1-800-292-9999  
[www.iowaonecall.com](http://www.iowaonecall.com)

NOTE: THE PLAN LOCATIONS OF UNDERGROUND AND AERIAL UTILITIES, WHEN SHOWN, ARE APPROXIMATE ONLY. IN ADDITION, A PORTION OF UTILITIES INFORMATION MAY NOT HAVE BEEN PROVIDED. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING UTILITIES AND LOCAL GOVERNMENT AGENCIES AND OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ALSO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM LOCAL GOVERNMENT AGENCIES NOT PARTICIPATING IN LOCATION SERVICES.

PRECISION UNDERGROUND UTILITIES	POLK COUNTY EAST PHASE 2 - MAXWELL EAST FEED	TITLE SHEET	SCALE 1:300,000	SHEET NUMBER 1
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Planning and Development Department  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

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

**APPROVED**  
**DENIED**  
Board Member Initials: AM  
Meeting Date: 4/16/24  
Follow-up action: \_\_\_\_\_

April 11, 2024

## MEMORANDUM

**DATE:** April 11, 2024  
**TO:** Story County Board of Supervisors  
**FROM:** Leanne Harter, Story County Planning and Development Director  
Andrea Wagner, County Planner  
**RE:** Request from City of Cambridge Regarding Eligibility for the Story County Urban Renewal Area Application Process

Story County Planning and Development staff hosted the Pre-Application Conference for the Urban Renewal Area program on Monday, April 8, 2024, at 10:30 AM. According to the adopted Economic Development Process and Policies, the "Eligibility Requirements specify the following:

*5. Required Attendance at Pre-Application Conference. In order to be deemed an eligible applicant, potential applicants must attend the Pre-Application Conference as describe in Step 1 in the Economic Development Project Process section.*

The City of Cambridge representative arrived shortly after the meeting was over, noting a schedule conflict. The following email was received after the representative spoke with staff:

Again, my apologies on missing the meeting this morning. We were forced to have a Special City Council Meeting for our budget process to meet deadlines and it delayed me leaving Cambridge in time to make it.

At this time, I am not sure Cambridge will wish to participate for FY26 in a potential funding project application, but I do know we want to have the opportunity to consider as we start utilizing the recent IEDA Rural BOOST Grant Community Study we have recently received to review.

At this time, we are requesting the Board of Supervisors considering using their authority under the published Eligibility Requirements (8#), to allow the City of Cambridge to move forward in the process timeline and waive the Eligibility Requirement (5#) meeting that was missed today. I am happy to meet with whatever County Staff is deemed necessary to meet such criteria if required and wish to fully understand the process moving forward.

The action for the Board of Supervisors to consider would be to waive the requirement of attendance at the pre-application meeting as required in item 5 above and deem the City of Cambridge potentially eligible to apply for funding.

Please let me know if you have any questions.

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

Prepared By: Marcus Amman, Story County Planning and Development, 900 6<sup>th</sup> Street, Nevada, IA 50201 (515) 382-7245  
Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 24-71**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Al Ostebee, 5441 Skycrest Dr, Ames, IA 50010, involving real estate located at 27526 560<sup>th</sup> Ave Ames, IA 50010, in Section 31 of Grant Township, identified as Parcel #10-31-100-405 and hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, STAGG, KARI J & LUKE W 1/2 (Deed), 1610 Maxwell Ave Ames, IA 50010, and STAGG, JOSHUA P & MEGAN J 1/2 (Deed), 56020 300TH ST CAMBRIDGE, IA 50046, are the legal titleholders of said real estate, and

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

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

The subdivision not be recorded until signed original legal documents are proved to Planning and Development Staff.

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

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution 24-71 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 14 day of Apr, 2024

[Signature]  
Vice-Chairperson, Board of Supervisors

Attest:  
[Signature]  
County Auditor

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

**ALLOWED BY VOTE**  
**OF BOARD**                      Yea 3 Nay 0 Absent 0

Above tabulation made by 

**CHAIRPERSON  
ATTACHMENT A**

**Survey Description:**

A Residential Parcel Subdivision of part of the Southeast Quarter of the Northwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, being more particularly described as follows: Beginning at the Southwest Corner of said Southeast Quarter of the Northwest Quarter; thence N00°19'26"E, 1313.10 feet to the Northwest Corner thereof; thence N89°56'58"E, 1216.47 feet along the north line of said Southeast Quarter of the Northwest Quarter to the westerly right of way line of U.S. Interstate #35; thence S01°59'38"E, 1312.23 feet along said line to its intersection with the south line of said Southeast Quarter of the Northwest Quarter; thence S89°52'39"W, 1269.56 feet to the point of beginning, containing 37.45 acres.

**Easement Descriptions:**

**Access Easements:**

That part of Parcel C, as shown on the Plat of Survey filed at Inst. No. 2022-10016, in the Northeast Quarter of the Southwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, being described as follows: Beginning at the Northwest Corner of said Parcel C; thence S00°23'49"W, 50.00 feet along the west line of said Northeast Quarter of the Southwest Quarter; thence N66°00'07"E, 123.53 feet to the north line thereof; thence S89°52'39"W, 112.51 feet along said line to the point of beginning.

A strip of land 50.00 feet in width across part of Outlot A in Stagg Subdivision being situated 25.00 feet on each side of the following centerline: Beginning at a point on the south line of said Outlot A which is 56.25 feet East of the Southwest Corner thereof; thence N63°29'30"E, 135.42 feet; thence N68°30'02"E, 112.36 feet; thence N89°52'39"E, 126.03 feet to the west line of Lot 1 in said Stagg Subdivision, and there terminating.

The East 30.00 feet of the West 60.00 feet of that part of Outlot A in Stagg Subdivision lying North of the previously described 50' access easement and South of Lot 2 in Stagg Subdivision.

**Electric Easement:**

A strip of land in Outlot A, Lot 1 and Lot 2 of Stagg Subdivision, being situated 5.00 feet on each side of the following centerline: Beginning at a point on the south line of said Outlot A which is 7.05 feet East of the Southwest Corner thereof; thence N44°43'19"E, 436.44 feet, and there terminating.

**Water Easement:**

A strip of land in Outlot A and Lot 1 of Stagg Subdivision, being situated 5.00 feet on each side of the following centerline: Beginning at a point on the south line of said Outlot A which is 21.16 feet East of the Southwest Corner thereof; thence N44°43'19"E, 372.09 feet; thence N00°19'26"E, 42.27 feet to the north line of said Lot 1, and there terminating.

**ATTACHMENT B**

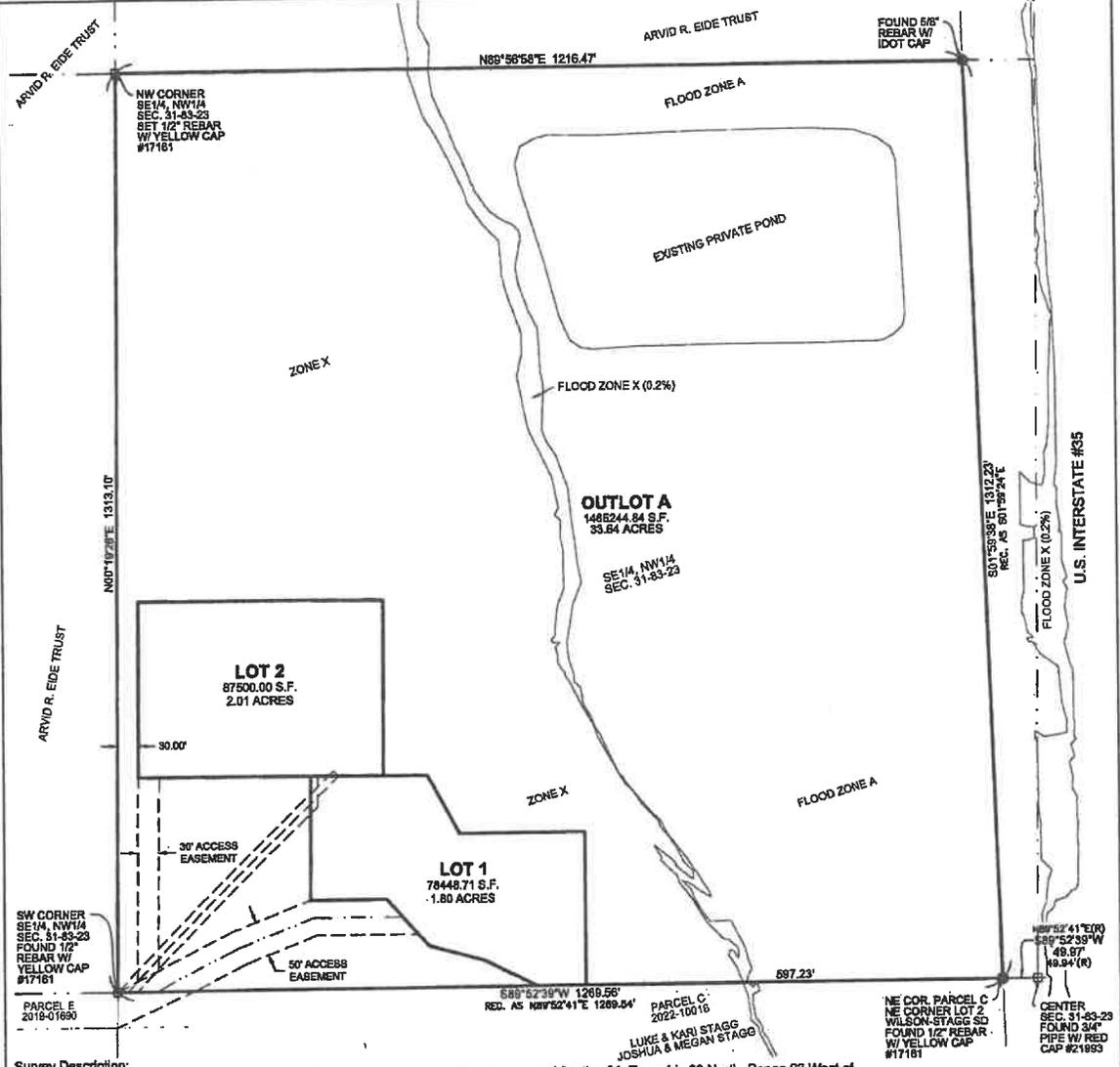


# FINAL PLAT STAGG SUBDIVISION

A RESIDENTIAL PARCEL SUBDIVISION OF PART OF THE  
SE1/4, NW1/4 SEC. 31-83-23, STORY COUNTY, IOWA

OWNERS/  
DEVELOPERS: LUKE W. & KARI J. STAGG - 1/2 INTEREST  
JOSHUA P. & MEGAN J. STAGG - 1/2 INTEREST  
1610 MAXWELL AVE.  
AMES, IA 50010

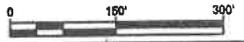
PREPARED BY  
& RETURN TO: R. BRADLEY STUMBO, PLS #17161  
STRAND ASSOCIATES, INC.  
AMES, IA 50010  
515-233-0000



**Survey Description:**  
A Residential Parcel Subdivision of part of the Southeast Quarter of the Northwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, being more particularly described as follows: Beginning at the Southwest Corner of said Southeast Quarter of the Northwest Quarter; thence N00°19'26"E, 1313.10 feet to the Northwest Corner thereof; thence N59°59'59"E, 1216.47 feet along the north line of said Southeast Quarter of the Northwest Quarter to the westerly right of way line of U.S. Interstate #35; thence S01°59'38"E, 1312.23 feet along said line to its intersection with the south line of said Southeast Quarter of the Northwest Quarter; thence S89°52'39"W, 1269.56 feet to the point of beginning, containing 37.45 acres.

- Notes:**
1. Lots 1 and 2 will be served by Xenia Rural water and private septic.
  2. All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.
  3. Flood zone exists on Outlot A of this subdivision as per FEMA FIRM Map 16169C0279F, effective 1/15/2021. There is no flood zone present on Lots 1 and 2 of this subdivision.
  4. No zoning permit may be issued for Outlot A until Base Flood Elevation data for the area within the Special Flood Hazard Area has been determined by the Iowa Department of Natural Resources.
  5. For Base Flood Elevation data, please contact Story County Planning and Development.
  6. There exists a 30' wide easement for Xenia Rural Water over Parcel E and Parcel B (not a part of this subdivision) to bring service to this property. The easement is recorded at Inst. No. 2022-10454. Easement should be amended to reference Parcel C rather than Parcel B.

Districts:  
Zoning: A-1 (Agricultural)  
School: Ballard  
Ambulance: Mary Greeley  
Drainage: Skunk River #4  
Watershed: South Skunk River  
Fire: Nevada  
Utilities: Xenia Rural Water,  
Consumers Energy



I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.



**STRAND ASSOCIATES**  
Strand Associates, Inc.  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 233-0000  
FAX: (515) 233-0103

*R. Bradley Stumbo*  
R. BRADLEY STUMBO / PLS  
License number 17161  
My license renewal date is December 31, 2025.

4/09/24  
DATE

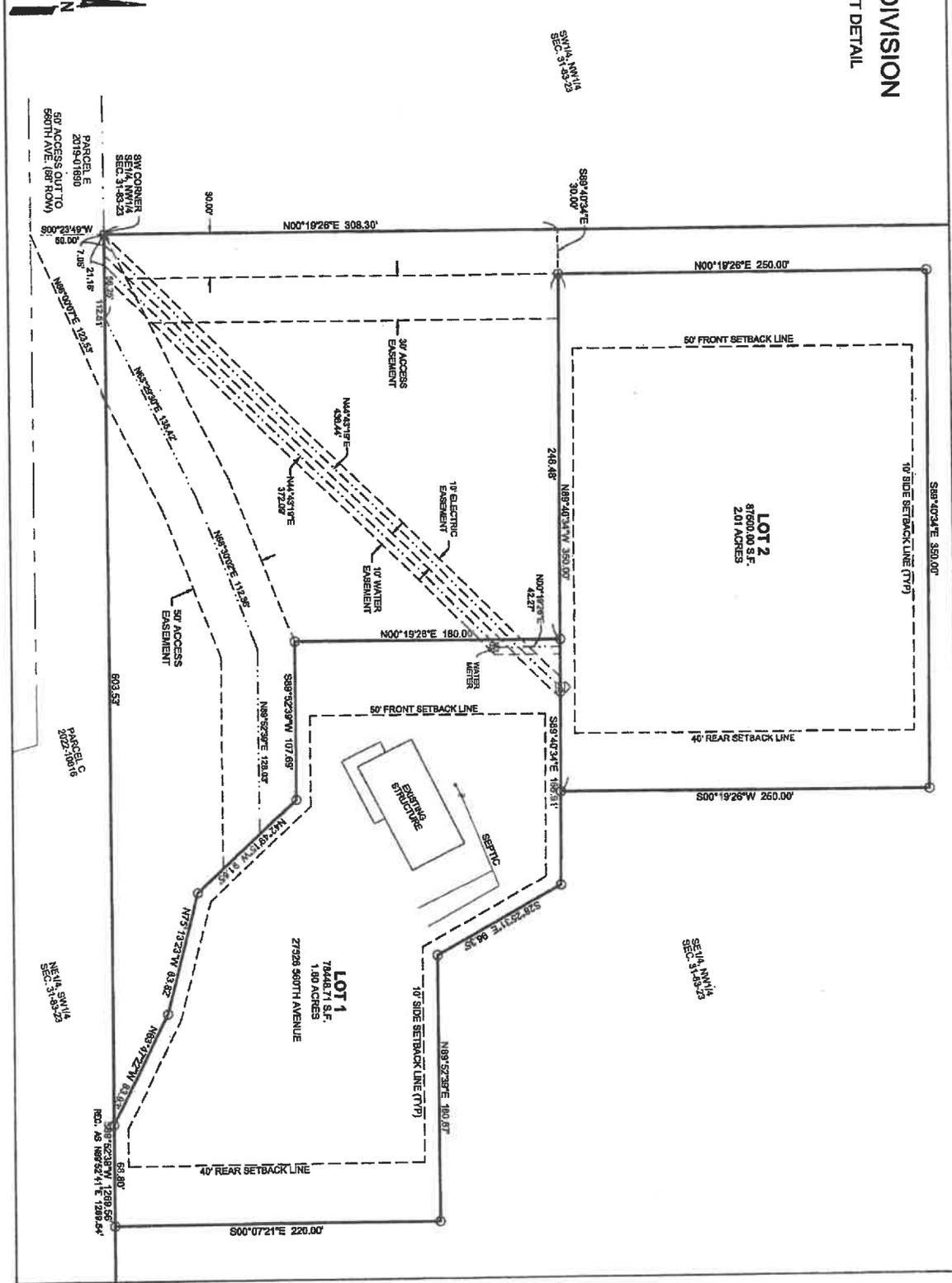


# STAGG SUBDIVISION LOT & EASEMENT DETAIL

O = SET 1/2" REBAR W/  
YELLOW CAP #17181

JOB # 7228.188 PAGE 2 OF 2

**STRAND**  
SURVEYING & ENGINEERING, INC.  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 283-0000  
FAX: (515) 283-0183



**LOT 2**  
8750.00 S.F.  
2.01 ACRES

**LOT 1**  
7848.71 S.F.  
1.80 ACRES  
27328 580TH AVENUE

SECTION 14, RANGE 116  
SECTION 31, TOWNSHIP 23

SECTION 14, RANGE 116  
SECTION 31, TOWNSHIP 23

PARCEL E  
50' ACCESS OUT TO  
580TH AVE. (98' ROW)  
2075-07830  
SEC. 31, TOWNSHIP 23  
RANGE 116

PARCEL C  
202' x 100' 16'  
SEC. 31, TOWNSHIP 23  
RANGE 116

SECTION 14, RANGE 116  
SECTION 31, TOWNSHIP 23  
RANGE 116

# Staff Report

## Board of Supervisors

**Date of Meeting:**

April 16, 2024

**Case Number SUB24-000003**

Stagg Subdivision, Residential Parcel Subdivision  
Resolution No. 24-71

**APPLICANT:**

STAGG, KARI J & LUKE W  
1610 MAXWELL AVE  
AMES, IA 50010-5536

**STAFF PROJECT MANAGER:**

Marcus Amman, Planner

**SUMMARY:**

A Residential Parcel Subdivision request for Parcel 10-31-100-405 to create three lots out of the existing parcel and plat them as follows: proposed Lot 1, a 1.8 net-acre lot with the existing dwelling, proposed Lot 2, a 2.01 net-acre lot that will be considered buildable, and proposed Outlot A, a 33.64 net-acre parcel in row crop production and containing a large pond. Lots 1&2 are buildable, the outlot is not for any new development purposes. Planning and Development staff recommend approval of the proposed Residential Parcel Subdivision Plat with one condition:

1. The subdivision will not be recorded until signed original documents are provided to Planning and Development Staff.





**Property Owner**

STAGG, KARI J & LUKE W 1/2  
1610 MAXWELL AVE  
AMES, IA 50010-5536

STAGG, JOSHUA P & MEGAN J 1/2  
56020 300TH ST  
CAMBRIDGE IA 50046

**Parcel Identification Number(s)**

10-31-100-405

**Size of Area**

37.63 gross-acres

**Location of Subdivision**

Grant Township (Section 31, Township 83, Range 23), SE NW EX HWY 35

**Districts**

A-1 Agricultural District  
Mary Greeley Ambulance and Nevada Fire District  
Ballard School District  
Xenia Water  
Consumers Energy  
Skunk River #4

**Description of Proposed Subdivision and Current Land Use**

The application is to consider a request for a Residential Parcel Subdivision to split the existing parcel and plat them as three lots. The lots are being created for the purpose of building another home on Lot 2, while the outlot will continue to be used and farmed as it currently is. The existing parcel is located in the SE of the NW of Section 31, Township 83, Range 23. The existing parcel includes the dwelling, and the majority of the rest of the land is in row crop production or treed.

Proposed Lot 1 (1.8 net acres) has the existing dwelling, proposed Lot 2 (2.01 net acres) will be considered buildable for a future dwelling, and Outlot A (33.64 net-acres) is not developable. All of the proposed lots are zoned A-1 Agricultural, and designated as Agricultural Conservation Areas in the Capstone (C2C) Comprehensive Plan Future Land Use Map. Agricultural Conservation Areas “encompass large areas of highly valuable farmland, with farming and agricultural production as the primary activity.” Principles for the designation include encouraging high-value agriculture lands to remain in production.



A note has been added to the plat that the outlot is not intended for development.

There is an existing entrance from 560<sup>th</sup> Ave to the proposed lots. No new accesses are proposed. Easements have been signed for egress and ingress.

**Subject Property and Current Surrounding Land Use**

The property is located in Grant Township. Adjacent properties include:

**North**

A 36.18 gross acre parcel owned by Eide, Arvid R Trust, in row crop production.

**East**

A 140.74 gross acre parcel owned by the City of Ames and currently in row crop production.

**West**

A 44.32 gross acre parcel with a dwelling owned by Eide, Arvid R Trust, and in row crop production.

**South**

A 17.61 gross acre parcel owned by the Staggs, mostly treed

There are 17 parcels located within a quarter mile of the property in Story County. They are all located in unincorporated Story County and are zoned A-1, Agricultural. Four parcels contain single-family dwellings, one being proposed Lot 1.

**Applicable Regulations – Story County Land Development Regulations**

**87.07 RESIDENTIAL SUBDIVISION PLAT**

1. A subdivision may be submitted for review and approval as a residential parcel subdivision plat when all of the following are true:
  - a. The development lots created by the subdivision are intended to be used for residential purposes;
  - b. Only two development lots may be created;
  - c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead as defined in Section 85.08, in existence;
  - d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use;
  - e. The subdivision lies wholly within the A-1 district.
  - f. Both development lots (created by the Residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met



- g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement
- h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.
- i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat.

#### **Commentary**

The following comments are part of the official record of the proposed Residential Parcel Subdivision Plat—Stagg Subdivision, **Case No. SUB24-000003**. If necessary, conditions of approval may be formulated based on these comments.

#### **Comments from the Interagency Review Team**

The application materials were forwarded to the members of the Interagency Review Team, and the following applicable comments were received from staff:

##### County Assessor's Office:

No comments.

##### Planning and Development Staff:

All comments were addressed.

#### **Comments from the General Public**

Notification letters regarding the public meeting on the subdivision request were mailed on April 4, 2024, to surrounding property owners within a ¼ mile of the subject property.

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

#### **Comments from Cities within Two Miles**

No cities are within two miles of the proposed subdivision.

#### **Analysis**

Points to consider in evaluating the applicant's request to divide their property through the Residential Parcel Subdivision Plat process to create three (3) lots.

1. The goal of the subdivision is to partition land and to sell one of the proposed lots to a family member involved in the family farming operation.
2. The subdivision meets all requirements and standards for a Residential Parcel Subdivision.
3. The use of the majority of the land included will remain agricultural.
4. The lots will be used for development in conformance with the Story County Land Development Regulations.



**Planning and Development Proposed Condition**

1. The subdivision will not be recorded until signed original documents are provided to Planning and Development Staff.

**Alternatives**

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

1. The Story County Board of Supervisors approves Resolution #24-71, the Residential Parcel Subdivision Plat – Stagg Subdivision, as put forth in SUB24-000003.
2. **The Story County Board of Supervisors approves Resolution #24-71, the Residential Parcel Subdivision Plat – Stagg Subdivision, with conditions, as put forth in SUB24-000003.**
3. The Story County Board of Supervisors denies Resolution #24-71, the Residential Parcel Subdivision Plat – Stagg Subdivision, as put forth in SUB24-000003.
4. The Story County Board of Supervisors tables the decision on Resolution #24-71, the Residential Parcel Subdivision Plat – Stagg Subdivision, as put forth in SUB24-000003 and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on the Board of Supervisors' agenda.

**MEMORANDUM**

TO: Andrea E. Wagner <AWagner@storycountyiowa.gov>  
FROM: Luke W. Stagg, Kari J. Stagg, Joshua P. Stagg, and Megan J. Stagg  
DATE: March \_\_\_\_\_, 2024  
RE: Stagg Properties

---

The undersigned state as follows:

1. We are the proprietors of the real estate described on the attached Exhibit A.
2. The subdivision plat is prepared with our free consent in accordance with our desires.
3. There is no dedication to public lands within the plat designated for streets, alleys, parks, open areas, school property, or other public use.
4. This statement is intended to comply with the provisions of §354.11(1)(a) of the Iowa Code.

We certify, under penalty of the laws of the state of Iowa, that the foregoing is true.

\_\_\_\_\_  
Luke W. Stagg (spouse of Kari J. Stagg)

\_\_\_\_\_  
Joshua P. Stagg (spouse of Megan J. Stagg)

\_\_\_\_\_  
Kari J. Stagg (spouse of Luke W. Stagg)

\_\_\_\_\_  
Megan J. Stagg (spouse of Joshua P. Stagg)

On this March \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Luke W. Stagg, Kari J. Stagg, Joshua P. Stagg, and Megan J. Stagg, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledge that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said State

Exhibit A

A Residential Parcel Subdivision of part of the Southeast Quarter of the Northwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, being more particularly described as follows: Beginning at the Southwest Corner of said Southeast Quarter of the Northwest Quarter; thence  $N00^{\circ}19'26''E$ , 1313.10 feet to the Northwest Corner thereof; thence  $N89^{\circ}56'58''E$ , 1216.47 feet along the north line of said Southeast Quarter of the Northwest Quarter to the westerly right of way line of U.S. Interstate #35; thence  $S01^{\circ}59'38''E$ , 1312.23 feet along said line to its intersection with the south line of said Southeast Quarter of the Northwest Quarter; thence  $S89^{\circ}52'39''W$ , 1269.56 feet to the point of beginning, containing 37.45 acres.

**MEMORANDUM**

TO: Andrea E. Wagner <AWagner@storycountyiowa.gov>  
FROM: Luke W. Stagg, Kari J. Stagg, Joshua P. Stagg, and Megan J. Stagg  
DATE: March \_\_\_\_\_, 2024  
RE: Stagg Properties

---

The undersigned state as follows:

1. We hold a mortgage on the real estate described on the attached Exhibit A.
2. The subdivision plat is prepared with our free consent in accordance with our desires.
3. There is no dedication to public lands within the plat designated for streets, alleys, parks, open areas, school property, or other public use.
4. Because we are consenting to the subdivision, and there is no area conveyed to the governing body or dedicated to the public, there is no need for a release of mortgage to be recorded.
5. This statement is intended to comply with the provisions of §354.11(1)(b) of the Iowa Code.

We certify, under penalty of the laws of the state of Iowa, that the foregoing is true

\_\_\_\_\_  
Great Western Bank

On this March \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, a duly appointed officer of Great Western Bank, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the statement above was executed as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said State

Exhibit A

A Residential Parcel Subdivision of part of the Southeast Quarter of the Northwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, being more particularly described as follows: Beginning at the Southwest Corner of said Southeast Quarter of the Northwest Quarter; thence  $N00^{\circ}19'26''E$ , 1313.10 feet to the Northwest Corner thereof; thence  $N89^{\circ}56'58''E$ , 1216.47 feet along the north line of said Southeast Quarter of the Northwest Quarter to the westerly right of way line of U.S. Interstate #35; thence  $S01^{\circ}59'38''E$ , 1312.23 feet along said line to its intersection with the south line of said Southeast Quarter of the Northwest Quarter; thence  $S89^{\circ}52'39''W$ , 1269.56 feet to the point of beginning, containing 37.45 acres.

March  
t

**MEMORANDUM**

TO: Andrea E. Wagner <AWagner@storycountyiowa.gov>  
FROM: Al Ostebee, Attorney at Law  
DATE: March \_\_\_\_\_,  
RE: Stagg Properties

---

The undersigned state as follows:

1. I am an attorney licensed to practice law in the state of Iowa.
2. I am personally familiar with the owners of the Stagg Properties and their intent regarding such property.
3. I have examined the abstracts of title to the subject real estate as described on Exhibit A.
4. These title opinions are attached.
5. This statement is intended to comply with the provisions of §354.11(1)(c) of the Iowa Code.

I certify, under penalty of the laws of the state of Iowa, that the foregoing is true

---

Al Ostebee, Attorney at Law  
Ostebee Law Office  
5441 Skycrest Drive  
Ames, IA 50010  
Phone: 515-231-3979  
Email: al@ostebeelaw.com

Exhibit A

A Residential Parcel Subdivision of part of the Southeast Quarter of the Northwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, being more particularly described as follows: Beginning at the Southwest Corner of said Southeast Quarter of the Northwest Quarter; thence  $N00^{\circ}19'26''E$ , 1313.10 feet to the Northwest Corner thereof; thence  $N89^{\circ}56'58''E$ , 1216.47 feet along the north line of said Southeast Quarter of the Northwest Quarter to the westerly right of way line of U.S. Interstate #35; thence  $S01^{\circ}59'38''E$ , 1312.23 feet along said line to its intersection with the south line of said Southeast Quarter of the Northwest Quarter; thence  $S89^{\circ}52'39''W$ , 1269.56 feet to the point of beginning, containing 37.45 acres.

**WATER ACCESS EASEMENT  
AND  
MAINTENANCE AGREEMENT**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, Kari J. Stagg and Luke W. Stagg, a married couple, and Megan J. Stagg and Joshua P. Stagg, a married couple, (collectively "the Staggs") are now the current titleholders of real property, referenced and described as:

Part of the Southeast Quarter of the Northwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, being more particularly described as follows: Beginning at the Southwest Corner of said Southeast Quarter of the Northwest Quarter; thence N00°19'26"E, 1313.10 feet to the Northwest Corner thereof; thence N89°56'58"E, 1216.47 feet along the north line of said Southeast Quarter of the Northwest Quarter to the westerly right of way line of U.S. Interstate #35; thence S01°59'38"E, 1312.23 feet along said line to its intersection with the south line of said Southeast Quarter of the Northwest Quarter; thence S89°52'39"W, 1269.56 feet to the point of beginning, containing 37.45 acres. [To be known as Stagg Subdivision]

**NOW THEREFORE**, the Staggs, as current owners of foregoing real property, hereby grant to Kari J. Stagg and Luke W. Stagg, a married couple, an easement upon Outlot A in Stagg Subdivision, Parcel C and Parcel E for the benefit of Lot 2, as follows:

A strip of land in Outlot A and Lot 1 of Stagg Subdivision, being situated 5.00 feet on each side of the following centerline: Beginning at a point on the south line of said Outlot A which is 21.16 feet East of the Southwest Corner thereof; thence N44°43'19"E, 372.09 feet; thence N00°19'26"E, 42.27 feet to the north line of said Lot 1, and there terminating.

and subject to the following terms and conditions:

1. Easement Purpose. Lot 2 has no water utility services. The easement given in this Agreement provides ingress and egress from Outlot A to Lot 2 for the purpose of connecting to the water mains already established on Outlot A.
2. Easement for the Benefit of Lot 2. The Staggs hereby grant to Lot 2, and all subsequent owners, successors and assigns of said Lot 2, for the benefit of and appurtenant to Lot 2, and for the uses and upon the terms and conditions provided in this Agreement, the perpetual right to enter upon Outlot A described above in order to connect and maintain water service.
3. Easement Uses. The easement rights reserved in this Agreement shall be for the sole purpose of establishing an water service route to Lot 2. The easement

rights are for the benefit of the Owners of Lot 2, and its respective successors and assigns thereof. Neither the Owners of Lot 2, or the real estate described above shall obstruct or impair the use of the easement of the other.

4. Maintenance of Easement Area. The owners of Outlot A shall be solely responsible for the reasonable maintenance and repair of the Easement area.
5. Non-Exclusive Easement. The rights granted under this easement Agreement are not exclusive. This Agreement shall not preclude the Owners of Lot 2 from granting similar easement rights to third parties upon terms and conditions that may impair or diminish the rights granted under this Agreement.
6. Rights Reserved. The Staggs reserve any and all rights to continue to use and enjoy their property for any and all purposes that do not unreasonably interfere with or interrupt the enjoyment of the easement rights referenced in this Agreement.
7. Paragraph Headings, Enforcement of Agreement. Paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions herein. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.
8. Equitable Rights of Enforcement. The rights granted in this Agreement may be enforced by restraining orders and injunctions, temporary or permanent, prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Owners to, or those benefited by, this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
9. Waiver Of Breach. The waiver by any party of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach by any party.
10. Successors And Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and his or its successors, heirs, executors, administrators, legal representatives and assigns; provided,

however, that the rights and obligations of any party hereunder shall not be assignable.

11. Counterparts. This Agreement may be executed in one or more counterparts, each counterpart to be considered to be an original portion of this Agreement. A signature supplied by facsimile or electronic copy shall operate in all respects as an original signature.
12. Applicable Law. The law of the State of Iowa shall apply to any dispute arising out of or under this Agreement.
13. Severability. All agreements and covenants herein contained are severable, and in the event that any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid Agreements were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written.

Dated: March \_\_\_\_\_, 2024

\_\_\_\_\_  
Luke W. Stagg

\_\_\_\_\_  
Kari J. Stagg

STATE OF IOWA, COUNTY OF STORY

On this March \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Luke W. Stagg and Kari J. Stagg to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said state

Dated: March \_\_\_\_\_, 2024

\_\_\_\_\_  
Joshua P. Stagg

\_\_\_\_\_  
Megan J. Stagg

STATE OF IOWA, COUNTY OF STORY

On this March \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Joshua P. Stagg and Megan J. Stagg to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said state

**WATER ACCESS EASEMENT  
AND  
MAINTENANCE AGREEMENT**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, Kari J. Stagg and Luke W. Stagg, a married couple, and Megan J. Stagg and Joshua P. Stagg, a married couple, (collectively "the Staggs") are now the current titleholders of real property, referenced and described as:

Part of the Southeast Quarter of the Northwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, being more particularly described as follows: Beginning at the Southwest Corner of said Southeast Quarter of the Northwest Quarter; thence N00°19'26"E, 1313.10 feet to the Northwest Corner thereof; thence N89°56'58"E, 1216.47 feet along the north line of said Southeast Quarter of the Northwest Quarter to the westerly right of way line of U.S. Interstate #35; thence S01°59'38"E, 1312.23 feet along said line to its intersection with the south line of said Southeast Quarter of the Northwest Quarter; thence S89°52'39"W, 1269.56 feet to the point of beginning, containing 37.45 acres. [To be known as Stagg Subdivision]

**NOW THEREFORE**, the Staggs, as current owners of foregoing real property, hereby grant to Megan J. Stagg and Joshua P. Stagg, a married couple, an easement upon Outlot A in Stagg Subdivision, Parcel C and Parcel E for the benefit of Lot 1 as follows:

A strip of land in Outlot A and Lot 1 of Stagg Subdivision, being situated 5.00 feet on each side of the following centerline: Beginning at a point on the south line of said Outlot A which is 21.16 feet East of the Southwest Corner thereof; thence N44°43'19"E, 372.09 feet; thence N00°19'26"E, 42.27 feet to the north line of said Lot 1, and there terminating.

and subject to the following terms and conditions:

1. Easement Purpose. Lot 1 has no water utility services. The easement given in this Agreement provides ingress and egress from Outlot A to Lot 1 for the purpose of connecting to the water mains already established on Outlot A.
2. Easement for the Benefit of Lot 1. The Staggs hereby grant to Lot 1, and all subsequent owners, successors and assigns of said Lot 1, for the benefit of and appurtenant to Lot 1, and for the uses and upon the terms and conditions provided in this Agreement, the perpetual right to enter upon Outlot A described above in order to connect and maintain water service.
3. Easement Uses. The easement rights reserved in this Agreement shall be for the sole purpose of establishing an water service route to Lot 1. The easement

rights are for the benefit of the Owners of Lot 1, and its respective successors and assigns thereof. Neither the Owners of Lot 1, or the real estate described above shall obstruct or impair the use of the easement of the other.

4. Maintenance of Easement Area. The owners of Outlot A shall be solely responsible for the reasonable maintenance and repair of the Easement area.
5. Non-Exclusive Easement. The rights granted under this easement Agreement are not exclusive. This Agreement shall not preclude the Owners of Lot 1 from granting similar easement rights to third parties upon terms and conditions that may impair or diminish the rights granted under this Agreement.
6. Rights Reserved. The Staggs reserve any and all rights to continue to use and enjoy their property for any and all purposes that do not unreasonably interfere with or interrupt the enjoyment of the easement rights referenced in this Agreement.
7. Paragraph Headings, Enforcement of Agreement. Paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions herein. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.
8. Equitable Rights of Enforcement. The rights granted in this Agreement may be enforced by restraining orders and injunctions, temporary or permanent, prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Owners to, or those benefited by, this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
9. Waiver Of Breach. The waiver by any party of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach by any party.
10. Successors And Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and his or its successors, heirs, executors, administrators, legal representatives and assigns; provided,

however, that the rights and obligations of any party hereunder shall not be assignable.

11. Counterparts. This Agreement may be executed in one or more counterparts, each counterpart to be considered to be an original portion of this Agreement. A signature supplied by facsimile or electronic copy shall operate in all respects as an original signature.
12. Applicable Law. The law of the State of Iowa shall apply to any dispute arising out of or under this Agreement.
13. Severability. All agreements and covenants herein contained are severable, and in the event that any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid Agreements were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written.

Dated: March \_\_\_\_\_, 2024

\_\_\_\_\_  
Luke W. Stagg

\_\_\_\_\_  
Kari J. Stagg

STATE OF IOWA, COUNTY OF STORY

On this March \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Luke W. Stagg and Kari J. Stagg to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said state

Dated: March \_\_\_\_\_, 2024

\_\_\_\_\_  
Joshua P. Stagg

\_\_\_\_\_  
Megan J. Stagg

STATE OF IOWA, COUNTY OF STORY

On this March \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Joshua P. Stagg and Megan J. Stagg to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said state

**ELECRICAL ACCESS EASEMENT  
AND  
MAINTENANCE AGREEMENT**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, Kari J. Stagg and Luke W. Stagg, a married couple, and Megan J. Stagg and Joshua P. Stagg, a married couple, (collectively "the Staggs") are now the current titleholders of real property, referenced and described as:

Part of the Southeast Quarter of the Northwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, being more particularly described as follows: Beginning at the Southwest Corner of said Southeast Quarter of the Northwest Quarter; thence N00°19'26"E, 1313.10 feet to the Northwest Corner thereof; thence N89°56'58"E, 1216.47 feet along the north line of said Southeast Quarter of the Northwest Quarter to the westerly right of way line of U.S. Interstate #35; thence S01°59'38"E, 1312.23 feet along said line to its intersection with the south line of said Southeast Quarter of the Northwest Quarter; thence S89°52'39"W, 1269.56 feet to the point of beginning, containing 37.45 acres. [To be known as Stagg Subdivision]

**NOW THEREFORE**, the Staggs, as current owners of foregoing real property, hereby grant to Kari J. Stagg and Luke W. Stagg, a married couple, an easement upon Outlot A in Stagg Subdivision, Parcel C and Parcel E for the benefit of Lot 2, as follows:

A strip of land in Outlot A and Lot 1 of Stagg Subdivision, being situated 5.00 feet on each side of the following centerline: Beginning at a point on the south line of said Outlot A which is 21.16 feet East of the Southwest Corner thereof; thence N44°43'19"E, 372.09 feet; thence N00°19'26"E, 42.27 feet to the north line of said Lot 1, and there terminating.

and subject to the following terms and conditions:

1. Easement Purpose. Lot 2 has no water utility services. The easement given in this Agreement provides ingress and egress from Outlot A to Lot 2 for the purpose of connecting to the water mains already established on Outlot A.
2. Easement for the Benefit of and Lot 2. The Staggs hereby grant to Lot 2, and all subsequent owners, successors and assigns of said Lot 2, for the benefit of and appurtenant to Lot 2, and for the uses and upon the terms and conditions provided in this Agreement, the perpetual right to enter upon Outlot A described above in order to connect and maintain water service.
3. Easement Uses. The easement rights reserved in this Agreement shall be for the sole purpose of establishing an water service route to Lot 2. The easement

rights are for the benefit of the Owners of Lot 2, and its respective successors and assigns thereof. Neither the Owners of Lot 2, or the real estate described above shall obstruct or impair the use of the easement of the other.

4. Maintenance of Easement Area. The owners of Outlot A shall be solely responsible for the reasonable maintenance and repair of the Easement area.
5. Non-Exclusive Easement. The rights granted under this easement Agreement are not exclusive. This Agreement shall not preclude the Owners of Lot 2 from granting similar easement rights to third parties upon terms and conditions that may impair or diminish the rights granted under this Agreement.
6. Rights Reserved. The Staggs reserve any and all rights to continue to use and enjoy their property for any and all purposes that do not unreasonably interfere with or interrupt the enjoyment of the easement rights referenced in this Agreement.
5. Paragraph Headings, Enforcement of Agreement. Paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions herein. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.
6. Equitable Rights of Enforcement. The rights granted in this Agreement may be enforced by restraining orders and injunctions, temporary or permanent, prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Owners to, or those benefited by, this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
7. Waiver Of Breach. The waiver by any party of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach by any party.
8. Successors And Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and his or its successors, heirs, executors, administrators, legal representatives and assigns; provided,

however, that the rights and obligations of any party hereunder shall not be assignable.

9. Counterparts. This Agreement may be executed in one or more counterparts, each counterpart to be considered to be an original portion of this Agreement. A signature supplied by facsimile or electronic copy shall operate in all respects as an original signature.
10. Applicable Law. The law of the State of Iowa shall apply to any dispute arising out of or under this Agreement.
11. Severability. All agreements and covenants herein contained are severable, and in the event that any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid Agreements were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written.

Dated: March \_\_\_\_\_, 2024

\_\_\_\_\_  
Luke W. Stagg

\_\_\_\_\_  
Kari J. Stagg

STATE OF IOWA, COUNTY OF STORY

On this March \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Luke W. Stagg and Kari J. Stagg to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said state

Dated: March \_\_\_\_\_, 2024

\_\_\_\_\_  
Joshua P. Stagg

\_\_\_\_\_  
Megan J. Stagg

STATE OF IOWA, COUNTY OF STORY

On this March \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Joshua P. Stagg and Megan J. Stagg to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said state

**ELECRICAL ACCESS EASEMENT  
AND  
MAINTENANCE AGREEMENT**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, Kari J. Stagg and Luke W. Stagg, a married couple, and Megan J. Stagg and Joshua P. Stagg, a married couple, (collectively "the Staggs") are now the current titleholders of real property, referenced and described as:

Part of the Southeast Quarter of the Northwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, being more particularly described as follows: Beginning at the Southwest Corner of said Southeast Quarter of the Northwest Quarter; thence N00°19'26"E, 1313.10 feet to the Northwest Corner thereof; thence N89°56'58"E, 1216.47 feet along the north line of said Southeast Quarter of the Northwest Quarter to the westerly right of way line of U.S. Interstate #35; thence S01°59'38"E, 1312.23 feet along said line to its intersection with the south line of said Southeast Quarter of the Northwest Quarter; thence S89°52'39"W, 1269.56 feet to the point of beginning, containing 37.45 acres. [To be known as Stagg Subdivision]

**NOW THEREFORE**, the Staggs, as current owners of foregoing real property, hereby (a) grant to Megan J. Stagg and Joshua P. Stagg, a married couple, an easement upon Outlot A in Stagg Subdivision, Parcel C and Parcel E for the benefit of Lot 1, as follows:

A strip of land in Outlot A, Lot 1 and Lot 2 of Stagg Subdivision, being situated 5.00 feet on each side of the following centerline: Beginning at a point on the south line of said Outlot A which is 7.05 feet East of the Southwest Corner thereof; thence N44°43'19"E, 436.44 feet, and there terminating.

and subject to the following terms and conditions:

1. Easement Purpose. Lot 1 has no electric utility services. The easement given in this Agreement provides ingress and egress from Outlot A to Lot 1 for the purpose of connecting to the electrical mains already established on Outlot A.
2. Easement for the Benefit of Lot 1. The Staggs hereby grant to Lot 1, and all subsequent owners, successors and assigns of said Lot 1, for the benefit of and appurtenant to Lot 1, and for the uses and upon the terms and conditions provided in this Agreement, the perpetual right to enter upon Outlot A described above in order to connect and maintain electrical service.

3. Easement Uses. The easement rights reserved in this Agreement shall be for the sole purpose of establishing an electrical service route to Lot 1. The easement rights are for the benefit of the Owners of Lot 1, and its respective successors and assigns thereof. Neither the Owners of Lot 1, or the real estate described above shall obstruct or impair the use of the easement of the other.
4. Maintenance of Easement Area. The owners of Outlot A shall be solely responsible for the reasonable maintenance and repair of the Easement area.
5. Non-Exclusive Easement. The rights granted under this easement Agreement are not exclusive. This Agreement shall not preclude the Owners of Lot 1 from granting similar easement rights to third parties upon terms and conditions that may impair or diminish the rights granted under this Agreement.
6. Rights Reserved. The Staggs reserve any and all rights to continue to use and enjoy their property for any and all purposes that do not unreasonably interfere with or interrupt the enjoyment of the easement rights referenced in this Agreement.
7. Paragraph Headings, Enforcement of Agreement. Paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions herein. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.
8. Equitable Rights of Enforcement. The rights granted in this Agreement may be enforced by restraining orders and injunctions, temporary or permanent, prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Owners to, or those benefited by, this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
9. Waiver Of Breach. The waiver by any party of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach by any party.

10. Successors And Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and his or its successors, heirs, executors, administrators, legal representatives and assigns; provided, however, that the rights and obligations of any party hereunder shall not be assignable.
11. Counterparts. This Agreement may be executed in one or more counterparts, each counterpart to be considered to be an original portion of this Agreement. A signature supplied by facsimile or electronic copy shall operate in all respects as an original signature.
12. Applicable Law. The law of the State of Iowa shall apply to any dispute arising out of or under this Agreement.
13. Severability. All agreements and covenants herein contained are severable, and in the event that any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid Agreements were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written.

Dated: March \_\_\_\_\_, 2024

\_\_\_\_\_  
Luke W. Stagg

\_\_\_\_\_  
Kari J. Stagg

STATE OF IOWA, COUNTY OF STORY

On this March \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Luke W. Stagg and Kari J. Stagg to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said state

Dated: March \_\_\_\_\_, 2024

\_\_\_\_\_  
Joshua P. Stagg

\_\_\_\_\_  
Megan J. Stagg

STATE OF IOWA, COUNTY OF STORY

On this March \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Joshua P. Stagg and Megan J. Stagg to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said state

**ACCESS EASEMENT  
AND  
MAINTENANCE AGREEMENT**

**REGARDING:**

A Residential Parcel Subdivision of part of the Southeast Quarter of the Northwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, being more particularly described as follows: Beginning at the Southwest Corner of said Southeast Quarter of the Northwest Quarter; thence N00°19'26"E, 1313.10 feet to the Northwest Corner thereof; thence N89°56'58"E, 1216.47 feet along the north line of said Southeast Quarter of the Northwest Quarter to the westerly right of way line of U.S. Interstate #35; thence S01°59'38"E, 1312.23 feet along said line to its intersection with the south line of said Southeast Quarter of the Northwest Quarter; thence S89°52'39"W, 1269.56 feet to the point of beginning, containing 37.45 acres.

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, Kari J. Stagg and Luke W. Stagg, a married couple, and Megan J. Stagg and Joshua P. Stagg, a married couple, (collectively "the Staggs") are now the current titleholders of Outlot A, and also the individual owners of Lots 1 and 2 of the Stagg Subdivision, as referenced and described as:

That part of Parcel C, as shown on the Plat of Survey filed at Inst. No. 2022-10016, in the Northeast Quarter of the Southwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, being described as follows: Beginning at the Northwest Corner of said Parcel C; thence S00°23'49"W, 50.00 feet along the west line of said Northeast Quarter of the Southwest Quarter; thence N66°00'07"E, 123.53 feet to the north line thereof; thence S89°52'39"W, 112.51 feet along said line to the point of beginning.

A strip of land 50.00 feet in width across part of Outlot A in Stagg Subdivision being situated 25.00 feet on each side of the following centerline: Beginning at a point on the south line of said Outlot A which is 56.25 feet East of the Southwest Corner thereof; thence N63°29'30"E, 135.42 feet; thence N68°30'02"E, 112.36 feet; thence N89°52'39"E, 126.03 feet to the west line of Lot 1 in said Stagg Subdivision, and there terminating.

The East 30.00 feet of the West 60.00 feet of that part of Outlot A in Stagg Subdivision lying North of the previously described 50' access easement and South of Lot 2 in Stagg Subdivision.

**NOW THEREFORE**, the Staggs, as current owners of Outlot A, hereby (a) grant to Kari J. Stagg and Luke W. Stagg, a married couple, an easement upon Lot 1, and (b) grant to Megan J. Stagg and Joshua P. Stagg, a married couple, an easement upon Lot 2, upon the following terms and conditions:

1. Easement Purpose. Lot 2 has no present access to a public road. The

easement given in this Agreement provides ingress and egress from Lot 2 to 560<sup>th</sup> Avenue, a public road in and part of Story County, Iowa.

2. Easement for the Benefit of Lot 2. The Staggs hereby grant to Lot 2, and all subsequent owners, successors and assigns of said Lot 2, for the benefit of and appurtenant to Lot 2, and for the uses and upon the terms and conditions provided in this Agreement, the perpetual right to enter upon Outlot A described above.
3. Easement Uses. The easement rights reserved in this Agreement shall be for the sole purpose of an ingress and egress route to Lot 2. The easement rights are for the benefit of the Owners of Lot 2, and its respective successors and assigns thereof. Neither the Owners of Lot 2, or the real estate described above shall obstruct or impair the use of the easement of the other.
4. Maintenance of Easement Area. The owners of Outlot A shall be solely responsible for the reasonable maintenance and repair of the Easement area.
5. Non-Exclusive Easement. The rights granted under this easement Agreement are not exclusive. This Agreement shall not preclude the Owners of Lot 2 from granting similar easement rights to third parties upon terms and conditions that may impair or diminish the rights granted under this Agreement.
6. Rights Reserved. The Staggs reserve any and all rights to continue to use and enjoy their property for any and all purposes that do not unreasonably interfere with or interrupt the enjoyment of the easement rights referenced in this Agreement.
7. Paragraph Headings, Enforcement of Agreement. Paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions herein. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.
8. Equitable Rights of Enforcement. The rights granted in this Agreement may be enforced by restraining orders and injunctions, temporary or permanent, prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the

necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Owners to, or those benefited by, this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

9. Waiver Of Breach. The waiver by any party of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach by any party.
10. Successors And Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and his or its successors, heirs, executors, administrators, legal representatives and assigns; provided, however, that the rights and obligations of any party hereunder shall not be assignable.
11. Counterparts. This Agreement may be executed in one or more counterparts, each counterpart to be considered to be an original portion of this Agreement. A signature supplied by facsimile or electronic copy shall operate in all respects as an original signature.
12. Applicable Law. The law of the State of Iowa shall apply to any dispute arising out of or under this Agreement.
13. Severability. All agreements and covenants herein contained are severable, and in the event that any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid Agreements were not contained herein.

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written.

Dated: March \_\_\_\_\_, 2024

\_\_\_\_\_  
Luke W. Stagg

\_\_\_\_\_  
Kari J. Stagg

STATE OF IOWA, COUNTY OF STORY

On this March \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Luke W. Stagg and Kari J. Stagg to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said state

Dated: March \_\_\_\_\_, 2024

\_\_\_\_\_  
Joshua P. Stagg

\_\_\_\_\_  
Megan J. Stagg

STATE OF IOWA, COUNTY OF STORY

On this March \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Joshua P. Stagg and Megan J. Stagg to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said state

**ACCESS EASEMENT  
AND  
MAINTENANCE AGREEMENT**

**REGARDING:**

A Residential Parcel Subdivision of part of the Southeast Quarter of the Northwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, being more particularly described as follows: Beginning at the Southwest Corner of said Southeast Quarter of the Northwest Quarter; thence N00°19'26"E, 1313.10 feet to the Northwest Corner thereof; thence N89°56'58"E, 1216.47 feet along the north line of said Southeast Quarter of the Northwest Quarter to the westerly right of way line of U.S. Interstate #35; thence S01°59'38"E, 1312.23 feet along said line to its intersection with the south line of said Southeast Quarter of the Northwest Quarter; thence S89°52'39"W, 1269.56 feet to the point of beginning, containing 37.45 acres.

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, Kari J. Stagg and Luke W. Stagg, a married couple, and Megan J. Stagg and Joshua P. Stagg, a married couple, (collectively "the Staggs") are now the current titleholders of Outlot A, and also the individual owners of Lots 1 and 2 of the Stagg Subdivision, as referenced and described as:

That part of Parcel C, as shown on the Plat of Survey filed at Inst. No. 2022-10016, in the Northeast Quarter of the Southwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, being described as follows: Beginning at the Northwest Corner of said Parcel C; thence S00°23'49"W, 50.00 feet along the west line of said Northeast Quarter of the Southwest Quarter; thence N66°00'07"E, 123.53 feet to the north line thereof; thence S89°52'39"W, 112.51 feet along said line to the point of beginning.

A strip of land 50.00 feet in width across part of Outlot A in Stagg Subdivision being situated 25.00 feet on each side of the following centerline: Beginning at a point on the south line of said Outlot A which is 56.25 feet East of the Southwest Corner thereof; thence N63°29'30"E, 135.42 feet; thence N68°30'02"E, 112.36 feet; thence N89°52'39"E, 126.03 feet to the west line of Lot 1 in said Stagg Subdivision, and there terminating.

The East 30.00 feet of the West 60.00 feet of that part of Outlot A in Stagg Subdivision lying North of the previously described 50' access easement and South of Lot 2 in Stagg Subdivision.

**NOW THEREFORE**, the Staggs, as current owners of Outlot A, hereby grant to Megan J. Stagg and Joshua P. Stagg, a married couple, an easement upon Lot 1, upon the following terms and conditions:

1. Easement Purpose. Lot 1 has no present access to a public road. The easement given in this Agreement provides ingress and egress from Lot 1

to 560<sup>th</sup> Avenue, a public road in and part of Story County, Iowa.

2. Easement for the Benefit of Lot 1. The Staggs hereby grant to Lot 1, and all subsequent owners, successors and assigns of said Lot 1, for the benefit of and appurtenant to Lot 1, and for the uses and upon the terms and conditions provided in this Agreement, the perpetual right to enter upon Outlot A described above.
3. Easement Uses. The easement rights reserved in this Agreement shall be for the sole purpose of an ingress and egress route to Lot 1. The easement rights are for the benefit of the Owners of Lot 1, and its respective successors and assigns thereof. Neither the Owners of Lot 1, or the real estate described above shall obstruct or impair the use of the easement of the other.
4. Maintenance of Easement Area. The owners of Outlot A shall be solely responsible for the reasonable maintenance and repair of the Easement area.
5. Non-Exclusive Easement. The rights granted under this easement Agreement are not exclusive. This Agreement shall not preclude the Owners of Lot 1 from granting similar easement rights to third parties upon terms and conditions that may impair or diminish the rights granted under this Agreement.
6. Rights Reserved. The Staggs reserve any and all rights to continue to use and enjoy their property for any and all purposes that do not unreasonably interfere with or interrupt the enjoyment of the easement rights referenced in this Agreement.
7. Paragraph Headings, Enforcement of Agreement. Paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions herein. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.
8. Equitable Rights of Enforcement. The rights granted in this Agreement may be enforced by restraining orders and injunctions, temporary or permanent, prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm,

and will be obtainable only by the Owners to, or those benefited by, this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

9. Waiver Of Breach. The waiver by any party of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach by any party.
10. Successors And Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and his or its successors, heirs, executors, administrators, legal representatives and assigns; provided, however, that the rights and obligations of any party hereunder shall not be assignable.
11. Counterparts. This Agreement may be executed in one or more counterparts, each counterpart to be considered to be an original portion of this Agreement. A signature supplied by facsimile or electronic copy shall operate in all respects as an original signature.
12. Applicable Law. The law of the State of Iowa shall apply to any dispute arising out of or under this Agreement.
13. Severability. All agreements and covenants herein contained are severable, and in the event that any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid Agreements were not contained herein.

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written.

Dated: March \_\_\_\_\_, 2024

\_\_\_\_\_  
Luke W. Stagg

\_\_\_\_\_  
Kari J. Stagg

STATE OF IOWA, COUNTY OF STORY

On this March \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Luke W. Stagg and Kari J. Stagg to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said state

Dated: March \_\_\_\_\_, 2024

\_\_\_\_\_  
Joshua P. Stagg

\_\_\_\_\_  
Megan J. Stagg

STATE OF IOWA, COUNTY OF STORY

On this March \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Joshua P. Stagg and Megan J. Stagg to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said state

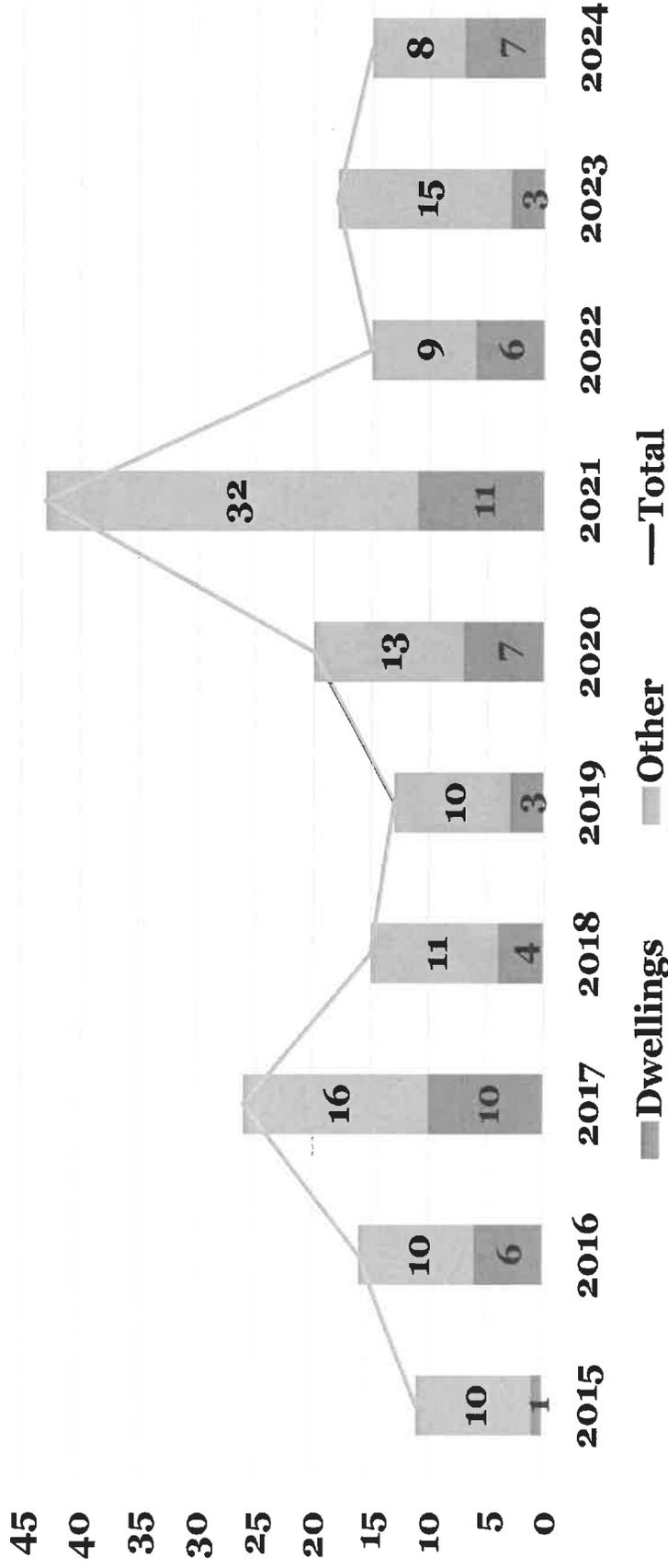


**Board of Supervisors**

**Planning and Development Department  
Quarterly Report—First Quarter 2024**

**Tuesday – April 16<sup>th</sup>, 2024**

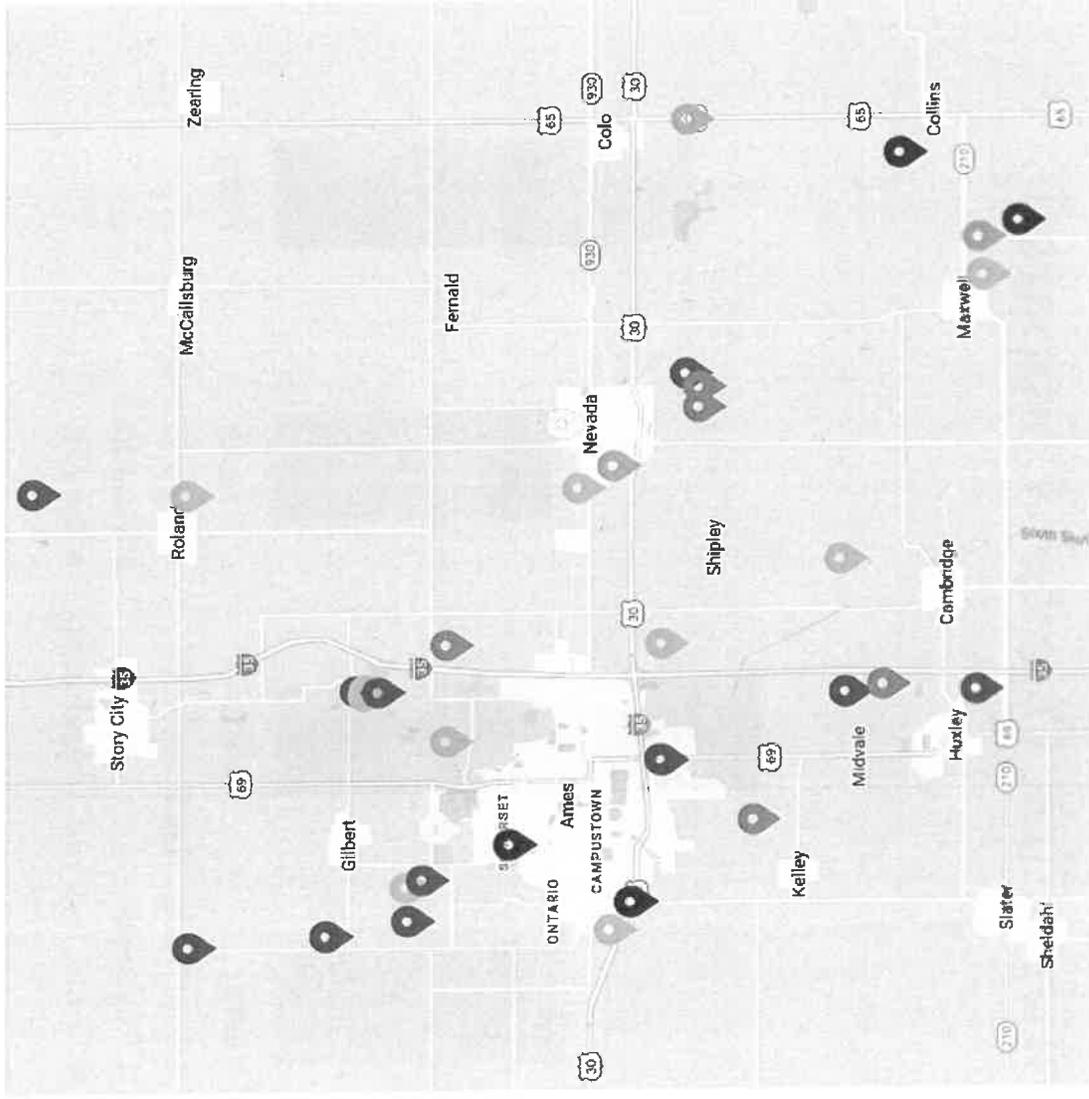
# First Quarter Preliminary Zoning Permits Compared by Year



- Other includes addition (1), solar array (1), woodshop (1), workshop/office (1), 3 seasons porch/deck (2), and garages (2).
- Average dwelling value for first quarter 2024 is **\$357,892.71**
  - Was \$377,361.33 in 2023, \$293,127.80 in 2022, and \$302,193.33 in 2021

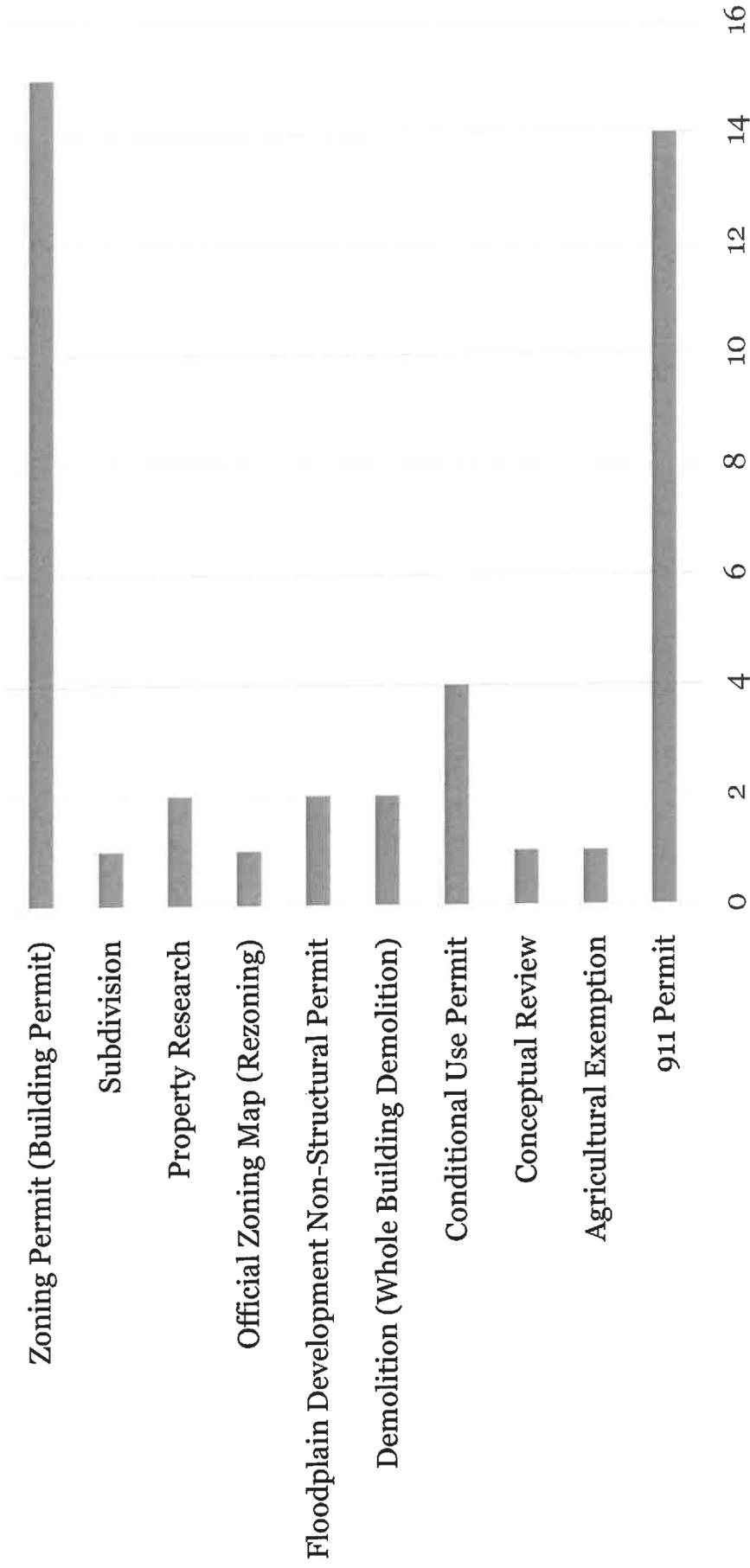
# Map of First Quarter 2024 Permits

-  Floodplain Development Non-Structural
-  Permit
-  Demolition
-  Property Research
-  Septic
-  911 Permit
-  All Others
-  Conditional Use Permit Modification
-  Residential





# Other Permits for First Quarter



## **Floodplain Permit/Activity for First Quarter**

- New applications received
  - Structural - 1
  - Non-Structural - 4
- Pre-Construction Phase and/or Final Permits Issued
  - Structural - 0
  - Non-Structural - 2
- Permits in progress – 49
- Inspections
  - CRS Cycle Verification
    - Notices to Lenders/Insurance Agents/Real Estate Agents
    - Repetitive Loss Properties
    - Routine Use Request for data through FEMA approved

## **Other Activities**

- Plats of Survey: 28
- Broadband
- Housing Action Plan
- Leadership Bootcamp
- Citizenserve Payment Issue
- Review GeoPermits
- Debris Management Site
- CIP Development and Public Outreach
- URA – policies and pre-application conference
- Office construction work
- Codification Clean-up

# Looking Ahead

- Work Program Items
  - Healthy and Viable Manufactured Home Parks Program
  - C2C Plan Review
  - Climate Resiliency Planning - Climate Reduction Pollution Grant (Polk County)
  - Debris Management Site Planning and Implementation
  - Housing Action Plan Implementation
  - Flood Preparation and Recovery Guide
  - Current Projects Map
  - Develop Substantial Damage Management Plan (Floodplain)
  - Fees/Fines Schedules

**Story County FY24 Quarterly Report**  
**March 31, 2024**  
**75% of Year**

Expenditures:	Original Annual Budget	Amended	Jan-Feb-Mar Total	YTD Total	Percent of Budget	Amount Remaining
Board of Supervisors	\$1,237,060.00	\$1,264,605.00	\$276,542.25	\$866,957.34	68.56%	\$397,647.66
Auditor	\$1,412,994.00		\$356,476.07	\$1,018,752.69	72.10%	\$394,241.31
Treasurer	\$1,155,747.00		\$287,861.51	\$844,834.97	73.10%	\$310,912.03
County Attorney	\$3,467,150.00		\$870,640.66	\$2,475,149.37	71.39%	\$992,000.63
Sheriff	\$11,416,143.00		\$2,779,250.17	\$8,200,331.19	71.83%	\$3,215,811.81
Recorder	\$515,791.00		\$132,335.63	\$382,222.25	74.10%	\$133,568.75
Animal Control	\$683,555.00		\$149,912.27	\$445,354.30	65.15%	-\$445,354.30
General Betterment (40% L.O.S.T.)	\$1,522,372.00	\$1,695,433.00	\$118,842.23	\$736,481.78	43.44%	\$958,951.22
Engineer	\$13,674,900.00	\$14,193,514.00	\$2,951,329.61	\$6,754,092.25	47.59%	\$7,439,421.75
Veteran Affairs	\$143,499.00	\$143,549.00	\$33,821.23	\$107,245.15	74.71%	\$36,253.85
Conservation Board	\$5,147,679.00	\$7,401,779.00	\$1,097,353.04	\$3,743,424.97	50.57%	\$3,658,354.03
Environmental Health	\$479,385.00		\$103,417.48	\$284,203.39	59.28%	\$195,181.61
IRVM	\$334,755.00		\$57,263.25	\$259,716.30	77.58%	\$75,038.70
General Assistance	\$505,435.00		\$121,724.51	\$348,215.26	68.89%	\$157,219.74
Group Homes	\$174,660.00		\$10,571.04	\$144,724.88	82.86%	\$29,935.12
Human Services Center	\$806,900.00	\$812,900.00	\$166,786.35	\$547,007.49	67.29%	\$265,892.51
Facilities Management	\$995,140.00		\$206,465.20	\$663,993.15	66.72%	\$331,146.85
Information Technology	\$1,803,640.00		\$354,345.49	\$1,196,039.64	66.31%	\$607,600.36
Planning & Development	\$434,625.00		\$96,220.61	\$284,601.97	65.48%	\$150,023.03
Justice Center Facilities	\$1,043,565.00	\$1,071,065.00	\$252,035.52	\$711,995.50	66.48%	\$359,069.50
HHS	\$65,200.00		\$16,979.06	\$42,015.44	64.44%	\$23,184.56
MHDS Local Services	\$3,000.00		\$169.72	\$2,353.36	78.45%	\$646.64
Juvenile Court Services	\$140,050.00		\$29,132.01	\$81,761.62	58.38%	\$58,288.38
Countywide Services	\$16,705,771.00	\$22,867,782.00	\$3,141,058.76	\$9,614,070.60	42.04%	\$13,253,711.40
<b>Total Expenditures:</b>	\$63,869,016.00	\$73,037,897.00	\$13,610,533.67	\$39,755,544.86	54.43%	\$32,598,747.14

	Restricted	Committed	Assigned	% of exp YTD
<b>Fund Balance Status:</b>				
General Basic Fund	\$54,000.00	\$502,778.97	\$2,887,375.00	65.73%
Gen Sub Fund ARPA				22.85%
Gen Sub Fund MHDS				78.45%
General Supplemental Fund			\$171,025.00	70.53%
Rural Services Fund				58.21%
TIF Fund				2.10%
Secondary Roads Fund				47.02%

**Story County FY24 Quarterly Report**  
**March 31, 2024**  
**75% of Year**

Departmental Revenues:	Annual Budget	Amended	YTD Total	Percent of Budget	Amount Remaining
Auditor	\$114,300.00		\$126,114.03	110.34%	-\$126,114.03
Treasurer	\$1,199,420.00	\$1,699,420.00	\$2,638,413.72	155.25%	-\$938,993.72
County Attorney	\$399,300.00		\$284,648.63	71.29%	\$114,651.37
Sheriff	\$1,158,500.00		\$813,622.08	70.23%	\$344,877.92
Recorder	\$616,080.00		\$338,504.25	54.94%	\$277,575.75
Animal Control	\$48,000.00		\$45,282.43	94.34%	\$2,717.57
Engineer	\$8,624,040.00		\$5,876,688.61	68.14%	\$2,747,351.39
Veteran Affairs	\$10,150.00		\$10,050.00	99.01%	\$100.00
Conservation Board	\$1,317,185.00	\$2,200,083.00	\$422,361.00	19.20%	\$1,777,722.00
Environmental Health	\$165,170.00		\$70,812.73	42.87%	\$94,357.27
IRVM	\$20,280.00		\$15,437.61	76.12%	\$4,842.39
General Assistance	\$10,900.00		\$0.00	0.00%	\$10,900.00
Group Homes	\$214,136.00		\$167,047.52	78.01%	\$47,088.48
Human Services Center	\$3,000.00		\$2,530.00	84.33%	\$470.00
Facilities Management	\$4,100.00		\$3,770.31	91.96%	\$329.69
Information Technology	\$9,600.00		\$8,985.00	93.59%	\$615.00
Planning & Development	\$42,860.00		\$18,977.21	44.28%	\$23,882.79
Justice Center Facilities	\$3,000.00		\$1,688.90	56.30%	\$1,311.10
HHS	\$230,000.00		\$172,475.72	74.99%	\$57,524.28
MHDS Services	\$3,000.00		\$4,426.27	147.54%	-\$1,426.27
Countwide Services	\$35,810,520.00	\$35,845,520.00	\$32,411,023.73	90.42%	\$3,434,496.27
<b>Total Revenues:</b>	<b>\$50,003,541.00</b>	<b>\$51,421,439.00</b>	<b>\$43,432,859.75</b>	<b>84.46%</b>	