STORY COUNTY CONSERVATION BOARD
BOARD OF DIRECTORS
AGENDA - May 11, 2020 - 5:30PM
Originating from Story County Conservation Center
Public Access Provided Via Conference Call

1. SPECIAL NOTE TO THE PUBLIC: Due To Recommendations To Limit Gatherings To No More Than Ten (10) People In Order To Help Slow The Spread Of The COVID-19 Virus, Public Access To The Meeting Will Be Provided Via Conference Call To The Meeting.

   Members of the public who would like to call in:

   Dial 515-603-3144 and enter 895791# when prompted for the access code

   We ask that you mute your phone if possible

2. CALL TO ORDER
3. ROLL CALL
4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER SECTION 21.8.1
5. REVIEW AGENDA AND HANDOUTS
6. PUBLIC COMMENTS
7. STAFF REPORT

   A. None

8. DISCUSSION AND CONSIDERATION OF ITEMS BROUGHT BEFORE THE BOARD WITH REQUEST FOR IMMEDIATE ACTION
9. APPROVE MINUTES

   A. April 13, 2020 Minutes

      Documents:

      APRIL 13, 2020 MINUTES.PDF

10. APPROVE CLAIMS AND RECEIPTS

    A. Claims

       Documents:

       CONSERVATION CLAIMS MARCH 11 TO MARCH 24 PAID APRIL 2.PDF
       CONSERVATION CLAIMS MARCH 25 TO APRIL 7 PAID APRIL 16.PDF
       CONSERVATION CLAIMS APRIL 8 TO APRIL APRIL 21 PAID APRIL 30.PDF
       CONSERVATION CLAIM PAID APRIL 27.PDF
       IRVM CLAIMS MARCH 11 TO MARCH 24 PAID APRIL 2.PDF
       IRVM CLAIMS MARCH 25 TO APRIL 7 PAID APRIL 16.PDF
       IRVM CLAIMS APRIL 8 TO APRIL APRIL 21 PAID APRIL 30.PDF

11. FINANCIAL REPORTS AND UPDATES

A. Expenses And Revenue

Documents:

CONSERVATION EXPENSE UPDATE - APRIL 2020.PDF
IRVM EXPENSE UPDATE - APRIL 2020.PDF
REVENUE BY MONTH - APRIL 2020.PDF
FY20 BUDGET AMENDMENTS.PDF

12. SCHEDULE OF UPCOMING EVENTS/MEETINGS

A. Events

Documents:

SCC SUMMER 2020.PDF

13. ACTION:

A. Action Forms

1. Summer new hires, effective 5/18/20, Park Ranger Aide, Jacob Smith @ $11.50/hr; Conservation Aide, Nicholas Hadaway (rehire) @ $11.75/hr, Emily Lemons (rehire) @ $11.75/hr, Kaleb Angell (rehire) @ $11.75/hr, Devin See (rehire) @ $11.75/hr, Josimar Palacio Garcia @ $11.50/hr., Sean Vellinga @ $11.50/hr., Kevin Schlotfeldt @ $11.50/hr., and Richard Mortenson @ $11.50/hr.
2. Summer new hires, effective 6/29/20, Seasonal Naturalist, Madeline Schill @ $11.50/hr. and Bailey Dohlman @ $11.50/hr.
3. New hire, effective 5/18/210, Trails/Natural Resources Technician, Derek Seward @ $18.50/hr.
4. Pay adjustment effective 5/24/20, Ryan Weimold @ $2,757.14/bw, Michael Cox @ $3,764.19/bw and Joseph Kooiker @ $2,307.83.

B. Consideration Of Wellness Policy

Documents:

WELLNESS POLICY.PDF

C. Consideration Of Face Covering Policy In Response To The Novel Coronavirus (COVID-19) Pandemic

Documents:

FACE COVERING POLICY.PDF

D. Consideration Naming The Pergola At McFarland Park The George And Mary Engstrom Pergola.

Documents:

PERGOLA NAMING.PDF

E. Consideration Of Cost Share With The City Of Huxley For Improvements To The Heart Of Iowa Nature Trail.

Documents:

560TH TRAIL HEAD.PDF

F. Consideration Of Professional Services Agreement With Wapsi Valley Archeology For Completion Of A Phase 1 Cultural Study Of Property To Be Acquired By Story County For $31,469.76.

Documents:

WAPSI VALLEY.PDF

G. Consideration Of Contract With Brush And Weed Control Specialists For Brush Control

Documents:

BRUSH CONTRACT.PDF

H. Consideration Of Grant Of Easements To The City Of Huxley For Improvements To The Heart Of Iowa Nature Trail, Trail Ridge Park, And The Realignment Of 560th Ave.

Documents:

HUXLEY EASEMENTS.PDF

I. Consideration Of Grant Of Easement To The City Of Cambridge For Access Across County Property For Their Water Treatment Plant

Documents:

URGE MEMO - CAMBRIDGE EASMENT.PDF

J. Consideration Of Contract With Snyder & Associates For Construction Services In For Phase 2 Of The Heart Of Iowa Nature Trail Paving Between Huxley And The South Skunk River Bridge.

Documents:

SNYDER-HOINT PHASE 2.PDF

K. Consideration Of Construction Contract Award For The Heart Of Iowa Nature Trail Paving Project Between Huxley And The South Skunk River Bridge.

Documents:

HOINT PH 2 BID AWARD.PDF

L. Consideration Of Acceptance Of The Hannum's Mill Lowhead Dam Mitigation Phase 1 Exploratory Report

Documents:

HANNUMS MILL REPORT.PDF

M. Consider Approval Of Two 2020 LRTF Grant Application Submission

Documents:

LRTF GRANT.PDF

N. Consideration Of Prairie Valley Subdivision Management Agreement, Preliminary Plat And Covenants

Documents:

DOTSON-PRAIRIE VALLEY.PDF

14. UPDATES:
    A. General Updates - Michael Cox, Director
    B. Liaison Assignments, Committee Meetings Updates, and Announcements from the Board
    C. Other

15. 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 Conservation Board
April 13, 2020
Story County Conservation Center, Ames, Iowa via conference call

1. SPECIAL NOTE TO THE PUBLIC: Due To Recommendations To Limit Gatherings To No More Than Ten (10) People In Order To Help Slow The Spread Of The COVID-19 Virus, Public Access To The Meeting Will Be Provided Via Conference Call To Listen To The Meeting.
   Members of the public who would like to call in:
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2. CALL TO ORDER: 5:34 PM

3. ROLL CALL

BOARD MEMBERS	STAFF	GUESTS
Jim Pease - present	Mike Cox	Amelia Schoeneman
Christine Laumer – present	Marianne Harrelson	Jerry Moore
Nancy Franz – present		Rich Johansen
Craig Meyers - present		John Gade
Ted Tedesco – present		Kurt Friedrich
Linda Murken – present		Rita Conner

4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1

5. REVIEW OF AGENDA AND HANDOUTS

6. PUBLIC COMMENTS-
   Huxley trail enhancement – Rita Conner with the City of Huxley presented information about a paving project that they currently received bid on. An alternate bid that they requested on the project was to have the parking lot and Heart of Iowa Nature Trail trailhead paved. Rita would like the Story County Conservation Board to consider a cost-share for this portion of the project.

   Presentation on Dotson Farms Subdivision – Director Cox explained some of the history regarding this project including the sensitive areas on the property. Members of the board along with Dr. Rosburg and Cindy Hildebrand have helped to develop a set of prescriptive measures that will protect the prairie areas. We have been working with Kurt Friedrich and his team to implement a plan to have development on the property and still protect the resources on the site. Approval of this project must come from the Conservation Board before Story County Planning and Development approves the project. Some proposed plans and documents were available for review and anyone on the phone call could ask questions about the project. Amelia with Story County Planning and Development explained their timeline and approval of this project. Tedesco expressed his concerns about the responsibilities of the Home Owners Association once the development is complete and they become the only agent involved in enforcing the covenants. Mr. Friedrich explained that he believes with all of the different parties that will continue to be involved after the development is complete, that this will not be an issue in the future as is might be with some other development areas. Director Cox requested clarification on the out lots and storm water

retention areas and who would be responsible for these areas. Conservation had some reservations about being responsible for the maintenance on the outlots so the outlots are not being donated. John Gade with Fox Engineering explained that some of the outlots will have laterals from residential lots, or dry storm water basins and will hold the storm water and release it at a slow rate per ordinance. Lot lines have been developed so that surface water from the lots will not drain onto the remnant prairies. A perimeter tile will be placed between lots and sensitive prairie areas. These will bisect any potential lateral ground water from the septic laterals, and route it around the environmental sensitive areas. This item will be scheduled for consideration at the May Board meeting.

7. STAFF REPORT – Ryan Wiemold, Parks Superintendent submitted a written annual report.

8. APPROVAL OF MINUTES
   March 9, 2020. MOTION by Meyers, SECOND by Laumer. MCU.
   March 23, 2020. MOTION by Franz, SECOND by Tedesco. MCU.
   March 30, 2020. MOTION by Tedesco, SECOND by Laumer. MCU.

9. APPROVAL OF CLAIMS AND RECEIPTS
   MOTION by Meyers, SECOND by Tedesco. Director Cox made note that our actual budget for this FY will be different that anticipated due to the COVID-19 pandemic. MCU.

10. FINANCIAL REPORTS AND UPDATES
    Director Cox indicated that there are going to be a few items that are going to be over expensed but overall, we are in good shape.

11. CALENDAR OF UPCOMING EVENTS/MEETINGS
    Our next board meeting is scheduled for May 11th.

12. ACTION ITEMS:

    A. Action Forms
       1. Vegetation Mgmt. Aide new hire effective 5/4/20, Dylan Childs @ $11.50/hr.
       2. Vegetation Mgmt. Aide rehire effective 5/4/20, Allison Stegmann @ $12.25/hr.
       3. Conservation Aide pay adjustment effective 5/11/20, Hunter Simmons @ $11.50/hr. MOTION by Meyers, SECOND by Tedesco. Murken questioned if these new hires would actually be able to begin working on May 4th due to the counties work situation with the COVID-19 pandemic. Harrelson explained that she spoke with HR and they wanted us to go ahead and approve these new hires with the notation that their hire date might be adjusted depending on the counites return to work date. MCU.

    B. Consideration Of Contract Between Beverley Chance And Story County Conservation Board For Campground Attendant Duties At Dakins Lake From July 13 To November 1, 2020. Combined the motion and approval with item C.

    C. Consideration Of Contract Between Joseph Fullerton And Story County Conservation Board For Campground Attendant Duties At Hickory Grove Park From July 13 To November 1, 2020. MOTION by Franz, SECOND by Meyers. Franz asked if we should add to the list of duties about disinfecting common areas/surfaces. Cox indicated that he

did not think that it needed to be added to the agreement, but we will be asking the campground hosts to do that. Meyers asked if we were contractually obligated to pay the hosts if we continue to have the campgrounds closed due to the COVID-19 pandemic. Cox indicated that we are not obligated to pay them if they are not actually on site working. Tedesco had asked for some correction to be made to the Fullerton contract prior to the meeting being held. Harrelson made the corrections to the original documents. MCU.

D. Consideration Of The Social Media Policy. MOTION by Tedesco, SECOND by Franz. Director Cox noted the changes that were made from the county policy to the draft copy of the conservation policy. This policy has been reviewed by the county attorney. Conservation uses social media differently than other county departments, so we wanted to have the ability to continue to use it engage users. Franz noted one typographic correction that needed to be made. Harrelson will make that correction on the final document. MCU.

13. UPDATES:

A. General Updates: Director Cox gave an update on the COVID-19 operations and staff updates. He also gave a short progress report on the Tedesco Environmental Learning Corridor Phase 3 trail project.

B. Liaison Assignments, Committee Meetings Updates, and Announcements from the Board: Laumer applauded the social media posts/videos that we have been sending out to the public. Franz reported that she has been hiking the parks and trails and continues to work on the 2020 ICCS Conference Executive Committee. Meyers shared that the Outdoor Alliance of Story County will sponsor two students to attend the ICCS Conference. He commented that Hickory is starting to look like a lake again. He has also been working on judging the photo contest submissions. Tedesco reported that he has been observing the progress on the Tedesco Environmental Learning Corridor Phase 3 trail project. Pease noted that he and Mike have had several phone conversations on current projects.

C. Other – None.

14. CLOSED SESSION

MOTION by Tedesco, SECOND by Meyers, to go into closed session pursuant to Iowa Code Section 21.5 (1) (j) to discuss the purchase or sale of a particular real estate where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price of the governmental body would receive for that property. MCU with a roll call vote. The board went into closed session at 7:25 PM

The meeting returned to open session at 8:25 PM

ROLL CALL – Present: Meyers, Laumer, Franz, Pease, Tedesco via phone, Murken. Staff: Cox, Harrelson.

Approve Discussion From Closed Session to take no action. MOTION by Franz, SECOND by Laumer. MCU.

15. ADJOURNMENT

MOTION by Meyers, SECOND by Franz, to adjourn. MCU. The meeting was adjourned at 8:30 PM.

_____ _____

Recording Secretary Story County Conservation Board

Disbursement Date 04/02/2020

Claim #	Vendor#	Payee Name	Invoice#	Description	Fund	Funct	Obj	Dpt	Prj	Sub	Line Amount
Department 22 Conservation Board											
6379 V	129	Alliant Energy		Sccb Util DakLake 2/	01000	06999	430	22			314.13
					Disbursement#	179719	Total				314.13
6387 V	319	Ames Outdoor Supply Inc	18104	Sccb part for chains	01000	06999	250	22			386.86
					Disbursement#	179722	Total				386.86
6391 V	7474	Century Link	5152326989	Sccb phn/lng dist 3/	01000	06999	414	22			155.27
					Disbursement#	179737	Total				155.27
6393 V	1032	Conservation Corps Minn/IA	11455	Sccb labor HGPark 2/	01000	06999	471	22			4532.50
					Disbursement#	179746	Total				4,532.50
6397 V	4442	Consumers Energy		Sccb Util. 1/31-3/30	01000	06999	430	22			941.94
					Disbursement#	179747	Total				941.94
6398 V	1681	Copyworks	A106510	Sccb stationary card	01000	06999	260	22			248.50
					Disbursement#	179748	Total				248.50
6399 V	1783	Cyclone Cntry Kennel Club/Ames		Sccb Reim rent/event	01000	06999	260	22			375.00
					Disbursement#	179752	Total				375.00
6400 V	6808	Diversity Farms	2459	Sccb seed Wicks Wild	73000	06999	223	22	21		11956.00
					Disbursement#	179756	Total				11,956.00
6408 V	2448	Frohwein Tire Division	3720	Sccb 2 new tires	01000	06999	250	22			1882.44
					Disbursement#	179764	Total				1,882.44
6448 V	7628	Grainger	813024882	Sccb supplies	01000	06999	232	22			18.12
					Disbursement#	179766	Total				18.12
6415 V	3141	Howe's Welding & Metal Fab	87170	Sccb repair brush mo	01000	06999	250	22			109.15
					Disbursement#	179773	Total				109.15
6416 V	633	Interstate All Battery Center	3010355307	Sccb battery for gat	01000	06999	250	22			130.40
					Disbursement#	179777	Total				130.40
6418 V	3383	Iowa Prison Industries	535974	Sccb dock plates/hin	73000	06999	440	22			2535.00
					Disbursement#	179781	Total				2,535.00
6424 V	314	Jax Outdoor Gear	544727	Sccb holster	01000	06999	294	22			40.00
					Disbursement#	179785	Total				40.00
6426 V	2282	John Deere Financial	1111257987	Sccb parts/supplies	01000	06999	215	22			43.55
6426 V	2282	John Deere Financial	1111257987	Sccb parts/supplies	01000	06999	250	22			10.81
					Disbursement#	179787	Total				54.36
6374 V	4477	Martin Marietta Aggregate	28180079	Sccb rock/west peter	01000	06999	440	22			533.14
					Disbursement#	179796	Total				533.14

Disbursement Date 04/02/2020

Claim #	Vendor#	Payee Name	Invoice#	Description	Fund	Funct	Obj	Dpt	Prj	Sub	Line	Amount
6381 V	4743	Menards	33560252	Sccb supp.	01000	06999	440	22				181.25
6381 V	4743	Menards	33560252	Sccb supp.	01000	06999	250	22				33.59
6381 V	4743	Menards	33560252	Sccb supp.	01000	06999	215	22				43.98
					Disbursement#	179804	Total					258.82
6383 V	4797	Midland Power Cooperative		Utilities	01000	06999	430	22				924.50
					Disbursement#	179807	Total					924.50
6386 V	5166	Nevada Lumber Co.	340595	Sccb kickboard/truck	01000	06999	250	22				15.68
					Disbursement#	179812	Total					15.68
6401 V	6040	Redling Repair Inc.	46268	Sccb replace latch	01000	06999	250	22				165.49
					Disbursement#	179836	Total					165.49
6413 V	6794	Staples Credit Plan	2037 6316	Sccb office sup.	01000	06999	260	22				446.55
					Disbursement#	179849	Total					446.55
6421 V	7163	Strauss Security Solutions	559781	Sccb install cellula	01000	06999	241	22				359.00
					Disbursement#	179857	Total					359.00
6354 V	179	SYNCB/Amazon	021544 8	Sccb supplies	01000	06999	223	22				65.39
6354 V	179	SYNCB/Amazon	021544 8	Sccb supplies	01000	06999	260	22				26.70
					Disbursement#	179859	Total					92.09
6429 V	6340	Van Wall Equipment	140931	Sccb supplies	01000	06999	250	22				55.69
6429 V	6340	Van Wall Equipment	140931	Sccb supplies	01000	06999	308	22				568.80
					Disbursement#	179870	Total					624.49
6431 V	77	Verizon Wireless	9850588032	Sccb 3/15-4/15 hot s	01000	06999	414	22				101.62
					Disbursement#	179874	Total					101.62
6433 V	7633	Wal Mart Community/SYNCB	0031 4368	Sccb supplies	01000	06999	223	22				12.78
6433 V	7633	Wal Mart Community/SYNCB	0031 4368	Sccb supplies	01000	06999	260	22				23.58
6433 V	7633	Wal Mart Community/SYNCB	0031 4368	Sccb supplies	01000	06999	215	22				79.52
					Disbursement#	179877	Total					115.88
						Department	22	Total				27,316.93

Disbursement Date 04/16/2020

Claim #	Vendor#	Payee Name	Invoice#	Description	Fund	Funct	Obj	Dpt	Prj	Sub	Line	Amount
Department 22 Conservation Board												
6702 V	129	Alliant Energy		Sccb util. 2/28-3/31	01000	06999	430	22				74.94
					Disbursement# 179904 Total							74.94
6567 V	339	Ames Municipal Utilities	25716/718	Sccb Util. 2/20-3/23	01000	06999	430	22				419.92
					Disbursement# 179905 Total							419.92
6703 V	7342	Ames Tribune	179411	Sccb legal notices	01000	06999	260	22				690.81
					Disbursement# 179910 Total							690.81
6582 V	8063	Aureon	789006335	Sccb April charges	01000	06999	414	22				518.71
					Disbursement# 179917 Total							518.71
6588 V	1210	Capital Sanitary Supply		Sccb Custodial suppl	01000	06999	232	22				343.97
					Disbursement# 179932 Total							343.97
6569 V	728	Carpet One Floor & Home	CG921943	Sccb flooring	01000	06999	241	22				22243.33
					Disbursement# 179933 Total							22,243.33
6591 V	6534	Central Iowa Broadband	488000151	Sccb Apr internet	01000	06999	414	22				1024.44
					Disbursement# 179937 Total							1,024.44
6570 V	6880	Central Iowa Towing	19-75676	Sccb Winch skidloade	01000	06999	250	22				525.00
					Disbursement# 179939 Total							525.00
6572 V	1580	Colo Telephone Co.		Sccb Phone/April HGP	01000	06999	414	22				75.30
					Disbursement# 179943 Total							75.30
6573 V	1636	Conley's Trucking Inc.	33047	Sccb rock McFarland	01000	06999	440	22				508.11
					Disbursement# 179945 Total							508.11
6577 V	2145	Electronic Engineering	80044753	Sccb Tower service A	01000	06999	414	22				74.00
					Disbursement# 179952 Total							74.00
6579 V	2381	Forestry Suppliers Inc	671668-00	Sccb safety suit/equ	01000	06999	308	22				586.69
					Disbursement# 179957 Total							586.69
6583 V	3000	Heuss Printing Inc	138071	Sccb Horizon newslet	01000	06999	223	22				3033.63
6705 V	3000	Heuss Printing Inc	138176	Sccb envelopes	01000	06999	260	22				908.70
					Disbursement# 179970 Total							3,942.33
6706 V	3055	Hokel Machine Supply	753787	Sccb knuckle/brush h	01000	06999	250	22				98.56
6706 V	3055	Hokel Machine Supply	753807	Sccb hole saw	01000	06999	440	22				14.81
					Disbursement# 179973 Total							113.37
6604 V	3345	Iowa Dept of Transportation	60613	Sccb signs TELC	01000	06999	440	22				188.96
6604 V	3345	Iowa Dept of Transportation	60791	Sccb signs Dakins c	01000	06999	440	22				72.54
6690 V	3345	Iowa Dept of Transportation	60926	Sccb trash bags	01000	06999	232	22				50.64
					Disbursement# 179981 Total							312.14

Disbursement Date 04/16/2020

Claim #	Vendor#	Payee Name	Invoice#	Description	Fund	Funct	Obj	Dpt	Prj	Sub	Line Amount
6707 V	3382	Iowa Natural Heritage Found		Sccb wicks land purc	01000	10210	601	22			98576.00
6707 V	3382	Iowa Natural Heritage Found		Sccb wicks land purc	23000	10210	601	22			76424.00
					Disbursement#	179984	Total				175,000.00
6605 V	1363	Iowa Regional Utilities Assoc.		Sccb Water Jan/Feb	01000	06999	430	22			300.12
					Disbursement#	179985	Total				300.12
6608 V	4237	Lowes Companies Inc.	904267	Sccb wood/benches	01000	06999	440	22			43.80
					Disbursement#	179996	Total				43.80
6609 V	4237	Lowes Companies Inc.	8001172695	Sccb supplies	01000	06999	241	22			13.55
					Disbursement#	179997	Total				13.55
6610 V	4477	Martin Marietta Aggregate	28320589	Sccb rock all parks	01000	06999	440	22			1462.02
					Disbursement#	180004	Total				1,462.02
6613 V	4743	Menards	22537/802	Sccb parts/supplies	01000	06999	440	22			60.80
6613 V	4743	Menards	22537/802	Sccb parts/supplies	01000	06999	250	22			3.31
6613 V	4743	Menards	22537/802	Sccb parts/supplies	01000	06999	215	22			7.96
					Disbursement#	180011	Total				72.07
6708 V	5035	NAPA Auto Parts	42804	Sccb parts	01000	06999	250	22			278.94
					Disbursement#	180021	Total				278.94
6617 V	5474	Orkin	28623099	Sccb pest control	01000	06999	232	22			73.71
					Disbursement#	180032	Total				73.71
6618 V	5173	Portable Pro, Inc.	52114	Sccb restroom rental	01000	06999	441	22			220.00
					Disbursement#	180037	Total				220.00
6709 V	6040	Redling Repair Inc.	46288	Sccb inspect/truck	01000	06999	250	22			55.00
					Disbursement#	180042	Total				55.00
6622 V	6720	Snyder & Associates	1180384012	Sccb HOINT serv thru	01000	10220	627	22			486.00
6622 V	6720	Snyder & Associates	1190985014	Sccb HOINT serv thru	01000	10220	627	22			856.03
					Disbursement#	180051	Total				1,342.03
6624 V	6904	State Bank & Trust		Sccb Jan-Mar token b	01000	06999	260	22			21.00
					Disbursement#	180052	Total				21.00
6711 V	7439	Truax Company	20200222	Sccb parts/drill rpr	73000	06999	223	22	21		132.14
					Disbursement#	180062	Total				132.14
6666 V	77	Verizon Wireless	9851008716	Sccb cell/sim/xoom 2	01000	06999	414	22			160.04
					Disbursement#	180067	Total				160.04
6625 V	7687	Waste Management of Ames		Sccb garbage Februar	01000	06999	441	22			2125.57
					Disbursement#	180070	Total				2,125.57
6626 V	8861	WEX Bank	64649916	Sccb fuel feb/march	01000	06999	250	22			124.61

Disbursement Date 04/16/2020

Claim #	Vendor#	Payee Name	Invoice#	Description	Fund	Funct	Obj	Dpt	Prj	Sub	Line	Amount
					Disbursement#	180071	Total					124.61
					Department	22	Total					212,877.66

Disbursement Date 04/30/2020

Claim #	Vendor#	Payee Name	Invoice#	Description	Fund	Funct	Obj	Dpt	Prj	Sub	Line	Amount
Department 22 Conservation Board												
6821 V	549	A & M Services Inc		Sccb laundry service	01000	06999	232	22				137.34
					Disbursement#	180085	Total					137.34
6823 V	336	City of Ames	176691	Sccb ad spring/summe	01000	06999	411	22				190.00
					Disbursement#	180093	Total					190.00
6825 V	849	Bolton & Menk, Inc.		Sccb reimb ICCS Conf	73000	06999	223	22	21			2500.00
					Disbursement#	180100	Total					2,500.00
6828 V	1332	Central Iowa Distributing Inc.	193709	Sccb supplies campgr	01000	06999	441	22				1256.50
					Disbursement#	180112	Total					1,256.50
6830 V	7474	Century Link	5152326989	Sccb phn/lng dist/ M	01000	06999	414	22				154.95
					Disbursement#	180114	Total					154.95
6833 V	4442	Consumers Energy		Sccb Util. 3/1-4/1/2	01000	06999	430	22				889.30
					Disbursement#	180121	Total					889.30
6840 V	3382	Iowa Natural Heritage Found		Sccb Wicks land purc	01000	10210	601	22				86867.22
6840 V	3382	Iowa Natural Heritage Found		Sccb Wicks land purc	23000	10210	601	22				76424.00
6840 V	3382	Iowa Natural Heritage Found		Sccb Wicks land purc	73000	10210	601	22				1000.00
					Disbursement#	180145	Total					164,291.22
6839 V	3197	Iowa's County Conservation Sys		Sccb Annual membersh	01000	06999	260	22				2500.00
					Disbursement#	180150	Total					2,500.00
6841 V	3542	J & L Custom Fence, Inc.	2698/2699	Sccb install fence/t	01000	06999	471	22				19752.84
					Disbursement#	180152	Total					19,752.84
6842 V	3600	Jacobson's Gun Center		Sccb reimb ammo coup	73000	06999	223	22	21			20.00
					Disbursement#	180153	Total					20.00
6965 V	2282	John Deere Financial	1111257987	Sccb parts/equip/saf	01000	06999	215	22				143.86
6965 V	2282	John Deere Financial	1111257987	Sccb parts/equip/saf	01000	06999	250	22				31.96
6965 V	2282	John Deere Financial	1111257987	Sccb parts/equip/saf	01000	06999	308	22				43.99
					Disbursement#	180155	Total					219.81
6848 V	2912	Key Cooperative	14454	Sccb Fuel March	01000	06999	250	22				1308.61
					Disbursement#	180157	Total					1,308.61
6850 V	8100	Marco	26799610	Sccb usage 3/1-3/31/	01000	06999	444	22				365.10
					Disbursement#	180167	Total					365.10
6966 V	4797	Midland Power Cooperative		Sccb 3/1-4/1/20 util	01000	06999	430	22				799.50
					Disbursement#	180183	Total					799.50
6855 V	5102	Marjorie Nelson		Sccb reimb. MPR rent	01000	06999	260	22				375.00
					Disbursement#	180187	Total					375.00

Disbursement Date 04/30/2020

Claim #	Vendor#	Payee Name	Invoice#	Description	Fund	Funct	Obj	Dpt	Prj	Sub	Line Amount
6958 V	5175	Nevada Hardware Inc	19800	Sccb supplies	01000	06999	232	22			7.14
					Disbursement#	180188	Total				7.14
6857 V	5474	Orkin	28623099	Sccb pest control	01000	06999	232	22			73.71
					Disbursement#	180194	Total				73.71
6967 V	82834	Peterson Contractors Inc.	2	Sccb praeri rail trl	01000	10220	610	22			108284.37
					Disbursement#	180196	Total				108,284.37
6864 V	6794	Staples Credit Plan	9810704793	Sccb office sup.	01000	06999	260	22			59.44
					Disbursement#	180218	Total				59.44
6867 V	179	SYNCB/Amazon	021544 8	Sccb supplie	01000	06999	215	22			144.00
6867 V	179	SYNCB/Amazon	021544 8	Sccb eqp prt/sup.	01000	06999	241	22			57.68
					Disbursement#	180230	Total				201.68
6968 V	6340	Van Wall Equipment	10058902	Sccb air filter	01000	06999	250	22			18.37
6968 V	6340	Van Wall Equipment	10058900	Sccb chaps	01000	06999	308	22			94.95
					Disbursement#	180240	Total				113.32
6969 V	7577	Vetter Equipment	W925939	Sccb replace fuse	01000	06999	250	22			11.28
					Disbursement#	180244	Total				11.28
6875 V	72118	City of Zearing	128700	Sccb 2/20-3/20/20 wt	01000	06999	430	22			59.76
					Disbursement#	180255	Total				59.76
					Department	22	Total				303,570.87

Claim #	Vendor#	Payee Name	Invoice#	Description	Fund	Funct	Obj	Dpt	Prj	Sub	Line Amount
Department 22 Conservation Board											
6982 V	7044	Story County Conservation Brd		Sccb camping refunds	68000	06999	260	22			2000.00
				Pay Date 04/24/2020	Disbursement#	180083	Total				2,000.00

Department 22 Total	2,000.00
Total Disbursements	2,000.00
Credits/Refunds Included	.00

Totals by Department

22 Conservation Board	2,000.00
Final Total	2,000.00

End of report

Disbursement Date 04/02/2020

Claim #	Vendor#	Payee Name	Invoice#	Description	Fund	Funct	Obj	Dpt	Prj	Sub	Line Amount
Department 24 I.R.V.M.											
6402 V	3414	Ecolab Pest Elim. Div	8787123	Irvm pest control 2/	11000	06010	610	24			85.51
					Disbursement# 179757 Total						85.51
6414 V	3137	Housby Mack, Inc.	021920	Irvm 2020 Mack truck	11000	06010	633	24	24		47922.00
					Disbursement# 179772 Total						47,922.00
6426 V	2282	John Deere Financial	1111257987	Irvm parts/supplies	11000	06010	215	24			8.99
6426 V	2282	John Deere Financial	1111257987	Irvm parts/supplies	11000	06010	204	24			27.96
6426 V	2282	John Deere Financial	1111257987	Irvm parts/supplies	11000	06010	250	24			9.03
					Disbursement# 179787 Total						45.98
6435 E	2831	Tyler H Kelley		Irvm reimb Exp 3/12/	11000	06010	294	24			35.00
					Disbursement# 179789 Total						35.00
6373 V	4477	Martin Marietta Aggregate	28180081	Irvm rock	11000	06010	610	24			138.01
					Disbursement# 179796 Total						138.01
6354 V	179	SYNCB/Amazon	021544 8	Irvm supplies	11000	06010	260	24			10.29
					Disbursement# 179859 Total						10.29
6429 V	6340	Van Wall Equipment	140931	Irmv supplies	11000	06010	250	24			775.42
					Disbursement# 179870 Total						775.42
6431 V	77	Verizon Wireless	9850588032	Irvm 3/15-4/15 hot s	11000	06010	414	24			40.04
					Disbursement# 179874 Total						40.04
6360 V	2688	Windstream Communications	91124979	Irvm 2/7-3/6/20 phon	11000	06010	414	24			13.55
					Disbursement# 179882 Total						13.55
					Department 24 Total						49,065.80

Disbursement Date 04/16/2020

Claim #	Vendor#	Payee Name	Invoice#	Description	Fund	Funct	Obj	Dpt	Prj	Sub	Line	Amount
Department 24 I.R.V.M.												
6582 V	8063	Aureon	789006335	Irvm April charges	11000	06010	414	24				40.53
					Disbursement# 179917 Total							40.53
6704 V	3570	Chitty Garbage Service Inc.	2857709	Irvm bin rent/March	11000	06010	610	24				12.98
					Disbursement# 179942 Total							12.98
6706 V	3055	Hokel Machine Supply	754169	Irvm fire ext. maint	11000	06010	308	24				22.84
					Disbursement# 179973 Total							22.84
6605 V	1363	Iowa Regional Utilities Assoc.		Irvm Water Jan/Feb	11000	06010	430	24				21.81
					Disbursement# 179985 Total							21.81
							Department 24 Total					98.16

Disbursement Date 04/30/2020

Claim #	Vendor#	Payee Name	Invoice#	Description	Fund	Funct	Obj	Dpt	Prj	Sub	Line	Amount
Department 24 I.R.V.M.												
6901 V	129	Alliant Energy	7287711000	Irvm util. 3/6-4/7	11000	06010	430	24				55.26
					Disbursement# 180087 Total							55.26
6827 V	72655	Capital City Equipment Co.	23666A	Irvm rent/roller	11000	06010	452	24				277.50
					Disbursement# 180107 Total							277.50
6964 V	3414	Ecolab Pest Elim. Div	9100248	Irvm pest control 3/	11000	06010	610	24				85.51
					Disbursement# 180124 Total							85.51
6965 V	2282	John Deere Financial	1111257987	Irvm parts/equip/saf	11000	06010	215	24				32.81
					Disbursement# 180155 Total							32.81
6848 V	2912	Key Cooperative	12587	Irvm Fuel March	11000	06010	250	24				324.86
					Disbursement# 180157 Total							324.86
6872 V	2688	Windstream Communications	91124979	Irvm 3/7-4/6/20 phon	11000	06010	414	24				13.54
					Disbursement# 180250 Total							13.54
							Department 24 Total					789.48

FY20 CONSERVATION BUDGET UPDATE - AS OF 5/1/20 --claims paid through 4/30/20; payroll paid through 4/17/20

ACC'T NO.	ACCOUNT DESCRIPTION	AMOUNT BUDGETED	% USED	SUB-TOTALS REMAINING	TOTAL AMOUNT REMAINING	TARGETED DATE COMPL. BY/DATE
(01000-06999):						
100-22-52	Salaries - Bargaining Unit Staff ($610,145 x 95% = $580,000)	----------			**$117,281.93**	
	Administration	$34,020.83	85%	$5,208.54		
	Environmental Education	$213,304.64	85%	$32,265.44		
	Rangers	$50,961.04	85%	$7,633.84		
	Field Staff	$281,351.24	74%	$71,811.86		
	Extra/salary adjustments	$362.25	0%	$362.25		
100-22-52	Salaries-Non-Bargaining Unit ($383,665 x 95% = $364,500)	----------			**$54,516.16**	
	Administration	$137,232.14	85%	$20,518.87		
	Environmental Education	$61,509.65	85%	$9,151.60		
	Rangers	$99,629.92	85%	$14,924.32		
	Parks Superintendent	$66,110.04	85%	$9,903.12		
	Extra/salary adjustments	$18.25	0%	$18.25		
100-22-53	Salaries - Extra Help ($99,200)	----------			**$50,551.38**	
	Summer Naturalists	$15,352.00	40%	$9,282.62		
	Conservation Aides/ICU	$27,576.00	44%	$15,375.12		
	Conservation Aides/SRU	$25,134.00	73%	$6,689.16		
	Conservation Aides/Natural Resource	$12,910.00	48%	$6,773.05		
	Outreach Intern	$4,488.00	45%	$2,463.00		
	Park Ranger Aides	$6,600.00	57%	$2,828.43		
	Waterfront Aides	$0.00	0%	$0.00		
	Work Study Students	$7,140.00	0%	$7,140.00		
104-22	Overtime Pay	$6,800.00	40%	$4,053.82	**$4,053.82**	
106-22	Taxable Fringe Benefits	$4,360.00	77%	$1,024.20	**$1,024.20**	
2000-110-22	FICA	$87,200.00	72%	$24,753.91	**$24,753.91**	
2000-111-22	IPERS	$100,600.00	76%	$23,879.92	**$23,879.92**	
2000-113-22	Employer's Flex Benefits	$34,944.00	79%	$7,482.30	**$7,482.30**	
2000-114-22	Employee's Insurance	$256,572.00	71%	$73,649.57	**$73,649.57**	
**********	**Sub-total Salaries & Benefits**	**$1,534,176.00**	**77%**	**$357,193.19**	**$357,193.19**	

FY20 CONSERVATION BUDGET UPDATE - AS OF 5/1/20 --claims paid through 4/30/20; payroll paid through 4/17/20

ACC'T NO.	ACCOUNT DESCRIPTION	AMOUNT BUDGETED	% USED	SUB-TOTALS REMAINING	TOTAL AMOUNT REMAINING	TARGETED DATE COMPL. BY/DATE
126-22	Conservation Board Expenses ($1,500)	$1,500.00	137%	-$560.10	**-$560.10**	
215-22	Shop Supplies ($9,500)	----------			**-$1,761.66**	
	Misc. Shop Supplies	$6,500.00	128%	-$1,831.03		
	Stihl FS360 brush saw x 2	$2,000.00	97%	$60.10		
	Stihl 441 36" bar	$1,000.00	99%	$9.27		
223-22	Environmental Education ($54,980)	----------			**$26,793.69**	
	Public Programming	$19,000.00	67%	$6,267.72		
	Supplies, Subscriptions	$9,050.00	25%	$6,769.34		
	On-cell fees	$2,400.00	59%	$975.00		
	Media - Prairie Horizons, flyers, ads	$11,500.00	95%	$533.73		
	Photo contest expenses/prizes	$680.00	0%	$680.00		
	3 Person backpacking tents (2)	$900.00	0%	$900.00		
	Composter for Conservation Center	$850.00	92%	$67.90		
	Oriental bittersweet workshop	$600.00	0%	$600.00		
	Watershed Assesment Impl	$10,000.00	0%	$10,000.00		
232-22	Custodial Supplies ($6,000)	----------			**$1,835.11**	
	Cleaning supplies for conservation center	$2,000.00	95%	$90.63		
	New equipment/repair	$1,000.00	0%	$1,000.00		
	Laundry services	$2,000.00	76%	$481.58		
	Pest Control	$1,000.00	74%	$262.90		
241-22	Equipment Parts and Supplies ($56,000)	----------			**$4,624.22**	
	General repairs - conservation center	$10,000.00	35%	$6,505.36		
	Inspections/fire & security alarm testing, repairs	$750.00	230%	-$975.32		
	Keyless entry & video monitoring	$1,250.00	100%	-$2.68		
	Multipurpose Room Ceiling & Lights	$10,000.00	110%	-$968.44		
	Multipurpose Room Flooring	$21,000.00	106%	-$1,256.88		
	Multipurpose Room South Windows	$13,000.00	90%	$1,322.18		
250-22	Vehicle Fuels & Maintenance ($87,300)	----------			**$31,722.14**	
	General Maintenance/repairs	$38,000.00	58%	$15,870.77		
	Fuel	$43,500.00	68%	$14,094.97		
	UTV fire slip-in for ICU	$3,750.00	94%	$214.89		
	Landscape rake attachment - King Cutter 72"	$550.00	92%	$41.51		
	Tires for Special Projects Ranger patrol truck #33	$1,500.00	0%	$1,500.00		

FY20 CONSERVATION BUDGET UPDATE - AS OF 5/1/20 --claims paid through 4/30/20; payroll paid through 4/17/20

ACC'T NO.	ACCOUNT DESCRIPTION	AMOUNT BUDGETED	% USED	SUB-TOTALS REMAINING	TOTAL AMOUNT REMAINING	TARGETED DATE COMPL. BY/DATE
260-22	Office/Administration ($13,900)	----------			**$778.41**	
	Office supplies	$6,000.00	87%	$762.99		
	Stationery supplies (Partners)	$500.00	50%	$251.50		
	Dues/memberships/subscriptions/notices	$4,500.00	103%	-$136.08		
	ArcView license/maintenance fees	$900.00	0%	$900.00		
	Transaction fees for on-line registrations	$2,000.00	150%	-$1,000.00		
292-22	Recreational Supplies ($900)	----------			**$900.00**	
	Supplies	$900.00	0%	$900.00		
	Food and provisions	$0.00	---	$0.00		
294-22	Uniforms & Equipment ($6,000+$10,300)	----------			**$511.90**	Aug 2019 Amend
	Permanent staff	$2,000.00	144%	-$886.15		
	Summer staff t-shirts & hats	$1,000.00	12%	$883.60		
	Safety-toed shoes	$2,000.00	46%	$1,081.68		
	Law Enforcement Equipment	$11,300.00	105%	-$567.23		
308-22	Health & Safety ($6,900)	----------			**$3,374.49**	
	Supplies, Hep B shots, drug tests, hearing tests	$3,500.00	82%	$638.24		
	Equipment; CPR & safety training	$1,500.00	0%	$1,500.00		
	Chaps & helmets	$700.00	95%	$36.25		
	Triage kits for rangers	$1,200.00	0%	$1,200.00		
383-22	Volunteer Management ($7,000)	----------			**$1,647.98**	
	Supplies for recruitment, training, and recognition	$4,500.00	79%	$947.98		
	Master volunteer training & supplies	$700.00	0%	$700.00		
	Cervis annual fee - @ $150/month	$1,800.00	100%	$0.00		
411-22	Marketing ($10,040)	----------			**$6,597.32**	
	Brochures, advertising, Partners magnets, job fair	$9,000.00	28%	$6,463.23		
	Iphone, microphone, & Gimbal for live streaming	$1,040.00	87%	$134.09		
412-22	Postage & Mailing ($3,000)	$3,000.00	26%	$2,218.52	**$2,218.52**	
414-22	Communication Services ($29,300)	----------			**$7,873.86**	
	Phone service at McFarland Park	$9,840.00	77%	$2,272.82		
	Phone service at Hickory Grove Park	$850.00	89%	$90.46		
	Broadband service at McFarland & Hickory	$12,300.00	83%	$2,055.60		
	Unlimited Data for live streaming	$960.00	54%	$445.38		
	Two-way radio service	$900.00	82%	$160.00		

FY20 CONSERVATION BUDGET UPDATE - AS OF 5/1/20 --claims paid through 4/30/20; payroll paid through 4/17/20

ACC'T NO.	ACCOUNT DESCRIPTION	AMOUNT BUDGETED	% USED	SUB-TOTALS REMAINING	TOTAL AMOUNT REMAINING	TARGETED DATE COMPL. BY/DATE
	Internet service for Toughbooks	$2,100.00	76%	$499.60		
	Iowa Systems billing - electronic citations	$1,200.00	0%	$1,200.00		
	MCT license fee	$900.00	0%	$900.00		
	Body-worn camera license fees	$250.00	0%	$250.00		
422-22	Education & Training ($10,610)	----------			**-$2,142.75**	
	Permanent staff	$9,500.00	116%	-$1,487.81		
	General all-staff training	$1,000.00	168%	-$679.94		
	CDL & pesticide applicator training/testing fees	$110.00	77%	$25.00		
430-22	Utilities ($68,720)	----------			**$28,428.63**	
	Water - McFarland & Dakins primitive	$2,500.00	60%	$1,010.37		
	Water & Sewer - Hickory Grove	$3,000.00	66%	$1,011.78		
	Water & Sewer - Dakins Lake	$3,000.00	39%	$1,834.98		
	Water, sewer, electricity, natural gas - TELC houses	$6,600.00	80%	$1,323.41		
	LP - CC, ranger residences, shops	$8,120.00	1%	$8,048.00		
	Electricity - McFarland Park	$10,000.00	74%	$2,561.15		
	Electricity - Indian Creek Unit	$25,000.00	50%	$12,384.12		
	Electricity - Dakins Lake	$10,500.00	98%	$254.82		
440-22	Grounds Maintenance ($133,950+$14,400)	----------			**$88,725.01**	Aug 2019 Amend
	General maintenance	$8,000.00	67%	$2,604.88		
	TELC - signs, chemicals, trees, cons. practices	$1,500.00	16%	$1,262.94		
	Gravel	$12,000.00	46%	$6,495.97		
	Calcium chloride - PP, HG, Dakins	$6,000.00	29%	$4,269.84		
	Picnic table repairs, grills	$1,200.00	27%	$877.00		
	Signs & posts	$4,500.00	123%	-$1,049.69		
	Machinery/Equip. Rental	$750.00	134%	-$255.04		
	Soil Cons./Tile/Watershed	$4,200.00	34%	$2,792.25		
	Chemicals	$5,500.00	31%	$3,802.22		
	Farm Operations (seed, shrubs, trees)	$1,000.00	54%	$458.93		
	Wildlife nesting structures	$500.00	57%	$213.30		
	Fencing, maintenance, & repairs	$2,000.00	15%	$1,708.90		
	Water testing kits x 20	$6,000.00	0%	$6,000.00		
	Tree replacement at Hickory Grove	$2,500.00	0%	$2,500.00		
	Dakins Lake - freezeless hydrants x 12	$2,000.00	0%	$2,000.00		
	McFarland shop - shop\repairs\updates	$12,000.00	42%	$6,951.15		
	Jennett Heritage Area - install parking lot off S14	$3,500.00	72%	$974.45		
	McFarland Park - connect-a-dock	$16,500.00	101%	-$178.18		
	McFarland Park - Trails & wayfinding signs	$3,400.00	0%	$3,400.00		
	W Peterson Park - parking lot reduction	$10,000.00	0%	$10,000.00		

FY20 CONSERVATION BUDGET UPDATE - AS OF 5/1/20 --claims paid through 4/30/20; payroll paid through 4/17/20

ACC'T NO.	ACCOUNT DESCRIPTION	AMOUNT BUDGETED	% USED	SUB-TOTALS REMAINING	TOTAL AMOUNT REMAINING	TARGETED DATE COMPL. BY/DATE
	W Peterson Park - connect-a-dock	$11,000.00	0%	$11,000.00		
	W Peterson Park - speed bumps	$7,000.00	0%	$7,000.00		
	Dakins Lake - ADA ramp @ shelter	$2,000.00	146%	-$921.11		
	PRT - seed McCallsburg prairie w/diverse natives	$2,000.00	0%	$2,000.00		
	Outer Parks - replace wooden entrance signs x 5	$4,500.00	13%	$3,908.84		
	Hickory Grove - mulch for playgrounds x 2	$4,200.00	102%	-$103.50		
	Hickory Grove - rock for beach parking lot	$3,700.00	97%	$111.86		
	Hickory Grove - injections for trees effected by bur oak blight	$900.00	0%	$900.00		
	HOINT & PRT - trail resurfacing trouble spots	$10,000.00	0%	$10,000.00		
441-22	Building Maintenance ($59,090)	----------			**$16,089.98**	
	Cleaning and paper supplies	$4,000.00	39%	$2,427.91		
	Garbage service	$23,000.00	109%	-$2,098.72		
	Portable toilet	$11,000.00	49%	$5,660.00		
	Alarm system monitoring	$1,240.00	100%	$5.80		
	Building repairs/maintenance	$13,000.00	50%	$6,484.99		
	TELC Residence - 2809 S Riverside gutters	$750.00	0%	$750.00		
	TELC Residence - 2809 S Riverside soffit\facia	$1,500.00	0%	$1,500.00		
	TELC Residence - 2919 S Riverside alarm system	$1,000.00	0%	$1,000.00		
	Hickory Grove Residence - painting exterior	$3,600.00	90%	$360.00		
444-22	Equipment Rent/Maintenance (Marco copier) ($3,780)	$3,780.00	108%	-$308.75	**-$308.75**	
471-22	Contractual Labor ($182,700+$44,877)	----------			**$100,587.08**	Aug 2019 Amend
	Hickory campground attendant	$7,200.00	34%	$4,731.42		
	Dakins Lake campground attendant	$7,200.00	60%	$2,880.00		
	Wetland mitigation monitoring - Dakins	$3,500.00	100%	$0.00		
	CCI Contract - replace trail steps at McFP	$4,700.00	0%	$4,700.00		
	CCI Crew - remove invasives at HGP	$4,700.00	96%	$167.50		
	CCI Crew - NR work at HGP & Robison Acres	$9,400.00	83%	$1,560.00		
	Emerald ash borer treatment @ HGP	$4,000.00	0%	$4,000.00		
	Repairs to Gladys Leui Preserve fence	$5,000.00	0%	$5,000.00		
	Repairs to Longnecker fence	$20,000.00	99%	$247.16		
	Culvert extnsn\rock armoring @ outlets HGP	$10,000.00	0%	$10,000.00		
	Armor slopes, install check dams-stblztn HOINT & 630th St	$24,000.00	0%	$24,000.00		
	Hannums Mill Dam mitigation	$53,000.00	97%	$1,748.36		
	ICCS 2020 Conference Planning	$7,000.00	0%	$7,000.00		
	Sensitive Areas Inventory Update	$54,877.00	39%	$33,651.00		
	McFarland Watershed Assessment	$13,000.00	55%	$5,901.64		
	CyBiz Lab - TELC economic impact analysis	$0.00		-$5,000.00		

FY20 CONSERVATION BUDGET UPDATE - AS OF 5/1/20 --claims paid through 4/30/20; payroll paid through 4/17/20

ACC'T NO.	ACCOUNT DESCRIPTION	AMOUNT BUDGETED	% USED	SUB-TOTALS REMAINING	TOTAL AMOUNT REMAINING	TARGETED DATE COMPL. BY/DATE
623-22	Taxes, Leases, Easements ($480)	$480.00	191%	-$435.38	**-$435.38**	
**********	**Sub-Total Operating Expenses**	**$821,227.00**	61%	**$317,499.70**	**$317,499.70**	
	CAPITAL ACCOUNTS					
10210…	**CONSERVATION LAND ACQUISITION ($10,000 + $428,164 + $71,000)**				**-$111,868.22**	
601-22	Land Acquisition (Osheim)	$0.00		-$111,868.22		
10220…	**OTHER CAPITAL PROJECTS**					
610-22	Buildings & Equipment ($53,600+$654,223)	----------			**$252,321.87**	Aug 2019 Amend
	TELC Rsdnc - 2809 S Riverside - Replace windows	$7,200.00	148%	-$3,476.34		
	Generators, elec., trnsfr switch, elec pump for fuel	$17,400.00	35%	$11,226.00		
	Praeri Rail Trail - finish resurfacing in McCallsburg	$10,000.00	0%	$10,000.00		
	Praeri Rail Trail	$189,986.00	74%	$48,917.41		
	HGP - concrete n. boat ramp to island bridge	$19,000.00	0%	$19,000.00		
	HGP - new beachhouse	$223,667.00	123%	-$51,129.12		
	Dakins Lake Cabin	$240,570.00	9%	$217,938.92		
	McFarland Park - new entrance sign	$0.00		-$155.00		
624-22	Watershed Improvement at HG ($0+$391,338)	$391,338.00	149%	-$190,120.00	**-$190,120.00**	Aug 2019 Amend
625-22	Wildlife Habitat Grants ($400)	----------			**$30.00**	
	Breeding Bird survey @ Jennett	$400.00	93%	$30.00		
627-22	Heart of Iowa Trail ($390,000+$554,941)	$944,941.00	74%	$247,703.98	**$247,703.98**	Aug 2019 Amend
629-22	Fish Habitat Grants ($101,000)	----------			**-$431.65**	
	Hickory Grove Lake Restoration Project Phase 3	$54,800.00	100%	$53.28		
	HG Lake - rock & hauling - fish structure	$46,200.00	101%	-$484.93		
**********	**Sub-Total Capital Accounts**	**$2,145,502.00**	**91%**	**$197,635.98**	**$197,635.98**	

FY20 CONSERVATION BUDGET UPDATE - AS OF 5/1/20 --claims paid through 4/30/20; payroll paid through 4/17/20

ACC'T NO.	ACCOUNT DESCRIPTION	AMOUNT BUDGETED	% USED	SUB-TOTALS REMAINING	TOTAL AMOUNT REMAINING	TARGETED DATE COMPL. BY/DATE
(23000)	**REAP**				**-$76,424.00**	
23000-10210-601-22	REAP Grant	$0.00	#DIV/0!	-$76,424.00		
23000-10220-640-22	REAP Development Grant - TELC, Phase 2	$421,724.00	100%	$0.00		
**********	**Sub-Total REAP**	**$421,724.00**	**118%**	**-$76,424.00**	**-$76,424.00**	
(68000)	**CONSERVATION ACQ. & CAPITAL PROJECTS**	----------			**$305,191.12**	
06999-260-22	Funding for on-line registration refunds	$0.00	#DIV/0!	-$2,000.00		
10210-610-22	Buildings & Equipment ($450,000)	$450,000.00	0%	$450,000.00		
10220-624-22	Other Capital Projects ($0)	$0.00	0%	-$142,808.88		
**********	**Sub-Total Conservation Reserve**	**$450,000.00**	**32%**	**$305,191.12**	**$305,191.12**	
(73000)	**TRUST FUND**					
223-22-21	Friends of Conservation - Enviro. Education Supply ($53,000)	----------			**$31,318.79**	
	Miscellaneous Expenditures	$50,000.00	43%	$28,318.79		
	Partners youth service projects	$3,000.00	0%	$3,000.00		
426-22	Friends of Conservation - Land Appraisals ($0)				**-$2,100.00**	
	Land Appraisal	$0.00	0%	-$2,100.00		
440-22	Friends of Conservation - Grounds Maintenance ($40,000)	----------			**$36,726.85**	
	HGP - Replace 3 docks	$24,000.00	12%	$21,226.85		
	McFarland Park - Connect-a-dock	$500.00	100%	$0.00		
	HGP - Prairie seed btw Breezy Bay & trail	$3,000.00	0%	$3,000.00		
	HGP - sand for beach	$3,500.00	0%	$3,500.00		
	HGP - material for expanded trail system	$9,000.00	0%	$9,000.00		
610-22	Friends of Conservation - Land Acquision	----------			**-$1,000.00**	
	Wicks (donation from OASC)	$0.00	0%	-$1,000.00		
610-22	Friends of Conservation - Buildings & Equipment ($20,000)	----------			**$0.00**	
	HGP Beach House	$20,000.00	100%	$0.00		
**********	**Sub-Total Trust Fund**	**$113,000.00**	**43%**	**$64,945.64**	**$64,945.64**	
	TOTALS - FY20	**$5,485,629.00**	**78.74%**	**$1,166,041.63**	**$1,166,041.63**	

FY20 IRVM BUDGET UPDATE - as of 5/1/20 - claims paid through 4/30/20; payroll through 4/17/20

ACC'T NO.	ACCOUNT DESCRIPTION	AMOUNT BUDGETED	% USED	SUB-TOTALS REMAINING	TOTAL AMOUNT REMAINING	COMMENTS
(11000-06010):						
100-24-05	Salaries - Bargaining Staff (appropriated at 95%)	$39,500.00	85%	$6,049.60	**$6,049.60**	
100-24-09	Salaries - Extra Help	----------			**$8,475.48**	
	- Summer (900 hours)	$10,575.00	85%	$1,545.00		
	- Drainage District (480 hrs)	$9,320.00	111%	-$1,059.52		
	- Spring (680 hrs)	$7,990.00	0%	$7,990.00		
100-24-52	Salaries - Staff (appropriated at 95%)	$55,700.00	85%	$8,416.82	**$8,416.82**	
104-24	Overtime Pay	$600.00	0%	$600.00	**$600.00**	
106-24	Taxable Fringe Benefits	$970.00	68%	$310.77	**$310.77**	
110-24	FICA	$10,300.00	75%	$2,596.02	**$2,596.02**	
111-24	IPERS	$11,500.00	80%	$2,268.26	**$2,268.26**	
113-24	Employer's Flex Benefits	$3,500.00	83%	$594.00	**$594.00**	
114-24	Employee's Insurance ($10,100+$10,850)	$20,950.00	83%	$3,486.00	**$3,486.00**	Aug 2019 Amend
	Sub-total Salaries & Benefits	**$170,905.00**	81%	**$32,796.95**	**$32,796.95**	
202-24	Chemicals ($8,000)	$8,000.00	58%	$3,364.75	**$3,364.75**	
204-24	Seed ($23,500)	----------			**$15,386.21**	
	10 acres native seed, warm season	$3,000.00	0%	$3,000.00		
	20 acres permanent seed, cool	$4,000.00	107%	-$277.49		
	Mulch & tackifier, erosion control products	$15,000.00	26%	$11,163.70		
	Cover crop and stabilizer seed	$1,500.00	0%	$1,500.00		
215-24	Shop Supplies ($1,600)	----------			**$259.32**	
	Tools and equipment	$1,600.00	84%	$259.32		
250-24	Vehicle Fuels & Maintenance ($26,700)	----------			**$12,591.63**	
	Fuel	$9,000.00	70%	$2,726.51		
	Repairs & maintenance	$15,000.00	48%	$7,824.16		
	- tires (2) for hydroseeder	$1,000.00	0%	$1,000.00		
	- tires & tune up for #53	$1,700.00	39%	$1,040.96		
260-24	Office Supplies ($1,150)	----------			**$98.33**	
	Educational materials, envelopes, letterhead	$300.00	351%	-$751.67		
	1 ArcView, 1 ArcPad license	$850.00	0%	$850.00		
294-24	Uniforms & Equipment ($950)	----------			**$585.03**	
	SCC shirts, outerwear, and boot reimbursement	$800.00	36%	$515.02		
	SCC shirts & hats for seasonal staff	$150.00	53%	$70.01		
308-24	Health & Safety ($800)	$800.00	74%	$207.90	**$207.90**	

FY20 IRVM BUDGET UPDATE - as of 5/1/20 - claims paid through 4/30/20; payroll through 4/17/20

412-24	Postage & Mailing ($50)	$50.00	11%	$44.55	**$44.55**	
414-24	Communication Services ($810)	----------			**-$237.78**	
	Office phone service	$570.00	92%	$44.85		
	Hot spot	$240.00	218%	-$282.63		
422-24	Education & Training ($1,200)	----------			**$457.71**	
	Permanent staff - $500 x 2	$1,000.00	67%	$332.71		
	Seasonal employees	$200.00	38%	$125.00		
430-24	Utilities ($3,000)	$3,000.00	61%	$1,156.16	**$1,156.16**	
452-24	Machinery & Equipment Rental ($100)	$100.00	278%	-$177.50	**-$177.50**	
471-24	Contract Services ($50,000)	$50,000.00	78%	$10,894.61	**$10,894.61**	
610-24	Buildings & Equipment ($3,360)	----------			**$1,410.62**	
	Pest Control	$900.00	102%	-$20.38		
	Gravel, herbicide, general maint	$1,100.00	78%	$244.96		
	Dumpster rental & service	$360.00	48%	$186.04		
	Safety shower	$1,000.00	0%	$1,000.00		
633-24	Equipment & Machinery ($2,000)	$2,000.00	---	$2,000.00	**$2,000.00**	
633-24-24	Equipment & Machinery - LRTF grants ($91,600)	----------			**$43,678.00**	
	Cab-over dual rear wheel truck	$58,000.00	83%	$10,078.00		
	Norstar sprayer	$26,500.00	0%	$26,500.00		
	Matrix 840GS Pro GPS	$7,100.00	0%	$7,100.00		
	Sub-Total Operating Expenses	**$214,820.00**	**57%**	**$91,719.54**	**$91,719.54**	
	TOTAL FY20 BUDGET	**$385,725.00**	**68%**	**$124,516.49**	**$124,516.49**	

STORY COUNTY CONSERVATION - REVENUE BY MONTH - FY20

Description	Jul 19	Aug 19	Sep 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20	YTD REVENUE	BUDGETED FY20	
Bldg. Rents (MP Room)	$225.00	$255.00	$25.00	$900.00	$300.00	$0.00	$0.00	$0.00	$375.00	$0.00			$2,080.00	$5,000	
Miscellaneous	$42.00	$7.10	$5.00	$0.00	$376.00	$4,546.18	$0.00	$12.59	$75.00	$65.79			$5,129.66	$6,000	
FEMA	$0.00	$0.00	$16,940.63	-$16,940.63	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00	$166,600	Amended Aug 2019
Other State Grants	----	----	----	----	----	----	----	----	----	----	----	----	----	----	
- CIRTPA (PRT Extension)	$0.00	$8,555.70	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$8,555.70	$420,000	Amended Aug 2019
- IDNR (Fish Habitat Grant-HG)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,580.00	$0.00	$0.00			$46,580.00	$46,580	
- ISU (Federal Work Study)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00	$5,360	
- CIRTPA (HOINT Paving-Phase 1)	$0.00	$0.00	$0.00	$0.00	$190,000.00	$0.00	$0.00	$0.00	$0.00	$0.00			$190,000.00	$200,000	
- State Rec Trails (HOINT Paving-Phas	$0.00	$0.00	$0.00	$0.00	$275,067.62	$0.00	$0.00	$0.00	$0.00	$0.00			$275,067.62	$300,000	
- IDNR (Fish Habitat Grant-HGL fish st	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,580.00	$0.00	$0.00			$41,580.00	$41,580	
- IDNR (Wildlife Diversity Grant-bird su	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00	$400	This grant was not ap
Environmental Education Fees	$1,116.50	$1,330.39	$4,503.25	$2,323.25	$817.75	$1,004.75	$1,722.75	$969.21	$987.50	$0.00			$14,775.35	$38,000	
Donations (Other/Grants)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,005.00			$6,005.00	$0	
Boat Rentals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00	$0	
Rec. Fac. Rents (lodges/shelters)	$50.00	-$200.00	$50.00	$0.00	$0.00	$75.00	$0.00	$0.00	$300.00	$0.00			$275.00	$1,150	
Other Rec. Fees (Waterfront)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00	$0	
Land Rent	$0.00	$400.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$400.00	$0	
Firewood	$113.00	$178.00	$198.00	$0.00	$70.00	$0.00	$0.00	$0.00	$0.00	$0.00			$559.00	$1,000	
Fuel Tax Refunds	$0.00	$3,370.90	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$3,370.90	$3,150	
Boat Titling Fees	$160.00	$180.00	$95.00	$60.00	$45.00	$30.00	$5.00	$0.00	$35.00	$90.00			$700.00	$1,000	
Sub-total - Gen. Rev.	$1,706.50	$14,077.09	$21,816.88	-$13,657.38	$466,676.37	$5,655.93	$1,727.75	$89,141.80	$1,772.50	$6,160.79	$0.00	$0.00	$595,078.23	$1,235,820	
REAP per co/capita	$0.00	$0.00	$0.00	$0.00	$0.00	$28,601.00	$0.00	$0.00	$0.00	$0.00			$28,601.00	$28,750	
REAP, Interest	$605.65	$548.41	$580.70	$124.98	$126.95	$110.03	$139.37	$130.72	$125.06	$104.35			$2,596.22	$500	
REAP - Other state grants	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00	$0	
Sub-total - REAP	$605.65	$548.41	$580.70	$124.98	$126.95	$28,711.03	$139.37	$130.72	$125.06	$104.35	$0.00	$0.00	$31,197.22	$29,250	
Camping - Hickory Grove	$4,488.00	$11,382.00	$2,152.00	$0.00	$0.00	$3,080.00	$1,940.00	$3,295.00	$5,856.00	$0.00			$32,193.00	$76,000	
Camping - Dakins Lake	$3,771.00	$8,770.00	$6,143.00	$5,245.00	$983.00	$196.00	$1,208.00	$1,964.00	$2,771.00	$0.00			$31,051.00	$50,000	
Camping - Other	$35.00	$28.00	$21.00	$7.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$91.00	$0	
Sub-total - Cons. Resrv	$ 8,294.00	$ 20,180.00	$8,316.00	$ 5,252.00	$ 983.00	$3,276.00	$ 3,148.00	$5,259.00	$8,627.00	$ -	$ -	$ -	$63,335.00	$126,000	
FOC - Donations/Misc.	$1,412.00	$2,075.00	$3,550.00	$230.00	$1,100.00	$3,500.00	$5,706.61	$0.00	$21,660.05	$0.00			$39,233.66	$15,000	
FOC - Donations/Leui	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00	$90,000	
FOC - Donations/Partners	$355.00	$1,395.00	$1,340.00	$1,260.00	$2,210.00	$3,845.89	$1,820.00	$3,285.00	$970.00	$2,280.00			$18,760.89	$22,000	
FOC - Easements	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00		
FOC - Interest	$1,105.91	$1,000.75	$1,063.34	$1,000.15	$1,017.20	$883.91	$899.64	$849.66	$819.09	$696.35			$9,336.00	$7,000	
FOC - Other State Grants	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00	$0	
FOC - Miscellaneous	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,550.00	$0.00	$0.00			$4,550.00	$0	
Sub-total Trust Funds	$2,872.91	$4,470.75	$5,953.34	$2,490.15	$4,327.20	$8,229.80	$8,426.25	$8,684.66	$23,449.14	$2,976.35	$0.00	$0.00	$71,880.55	$134,000.00	
TOT. CONS. REVENUE	$13,479.06	$39,276.25	$36,666.92	-$5,790.25	$472,113.52	$45,872.76	$13,441.37	$103,216.18	$33,973.70	$9,241.49	$0.00	$0.00	$761,491.00	$1,525,070	
IRVM Miscellaneous	$213.15	$176.49	$0.00	$1,842.45	$165.00	$185.59	$255.50	$0.00	$0.00	$0.00			$2,838.18	$2,470	
Sale of Fixed Assets	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00	$4,000	
Drainage Dist. Services	$0.00	$0.00	$5,356.60	$605.16	$1,774.56	$0.00	$4,820.00	$10,164.59	$1,916.32	$0.00			$24,637.23	$27,000	
Other State Grants	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00	$19,100	Amended Aug 2019
Weed Violations	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00	$100	
Fuel Tax Refunds	$0.00	$719.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$719.55	$1,000	
TOT. IRVM REVENUE	$213.15	$896.04	$5,356.60	$2,447.61	$1,939.56	$185.59	$5,075.50	$10,164.59	$1,916.32	$0.00	$0.00	$0.00	$28,194.96	$53,670	

FY20 Budget Amendments - Expenses

Account	Description/Comments	Amendment request	
100-22	Salaries	$20,500.00	
110-22	FICA	($3,000.00)	
111-22	IPERS	($4,000.00)	
113-22	Flex	($1,900.00)	
114-22	Employee Insurance	($30,000.00)	
223-22	Environmental Education	($16,000.00)	Move $10,000 to FY21
250-22	Vehicle Fuels & Maintenance	($10,000.00)	
294-22	Uniforms & Equipment	$3,000.00	
412-22	Postage & Mailing	($1,000.00)	
422-22	Education & Training	$3,000.00	
430-22	Utilities	($10,000.00)	
440-22	Grounds Maintenance - Water Testing Kits	($6,000.00)	Move $5,000 to FY21
	Grounds Maintenance - HOINT & PRT trail resurfacing	($10,000.00)	*(Move $10,000 to FY21 and combine with 10220-610-22 if possible
471-22	Contractual Labor - Camground Attendants	($5,000.00)	
	Contractual Labor - CCI Contract - replace steps at McF	($4,700.00)	Move $4,700 to FY21
	Contractual Labor - Culvert armoring & outlets HGP	($10,000.00)	**Can this amount be moved to 10220-624-22 (HGP Lake Restoration)
	Contractual Labor - ICCS Conference Planning	($7,000.00)	we received enough sponsorship money that we will not owe anything
	CAPITAL ACCOUNTS		
	CONSERVATION LAND ACQUISITION		
10210 601-22	Land Acquisition (Osheim, Ryerson ,Wicks & Corp)	$143,900.00	All ETF
	OTHER CAPITAL PROJECTS		
10220 610-22	Praeri Rail Trail - resurfacing	($10,000.00)	*Move to FY21 and combine with 440-22 if possible
	HGP concrete boat ramp to island bridge	($19,000.00)	Move to FY21
	Dakins Lake Cabin	($217,939.00)	Move to FY21
	McFarland Park - new entrance sign	$4,730.00	Requested in Aug 2019 but not amended (balance is now $4,575) move to FY21
10220 624-22	Watershed Improvement Hickory Grove		
	Iowa DNR Lakes Restoration Project - Phases 1 and 2	$190,120.00	**From FY19 amendment in April 2019 - can we add $10,000 from 471-22 to this?
23000-	REAP		
10210 601-22	REAP grant for Wick's land purchase	$76,424.00	
68000-	CONSERVATION RESERVE		
06999 260-22	Office Supplies - Camping Refunds	$2,000.00	
10210 610-22	Buildings & Equipment	($450,000.00)	Move to FY21
10220 624-22	Iowa DNR Lakes Restoration Project - Phases 1 and 2	$190,120.00	From FY19 amendment in April 2019
73000-	TRUST FUND		
223-22-21	Miscellaneous Expenditures	($25,000.00)	
471-22	Trust for Public Land Feasibility Study	$24,700.00	
10210-610-22	Land Acquisition	$1,000.00	
ETF	Land Acquisition (Osheim, Ryerson ,Wicks & Corp)	$143,900.00	

IRVM FY20 Budget Amendments

100-24	Salaries	$5,000.00	
250-24	Vehicle Fuels & Maintenance	($6,200.00)	
471-24	Contract Services	($10,900.00)	Move to FY21
633-24	Equipment & Machinery	($2,000.00)	Move to FY21
633-24-24	Equipment & Machinery - LTRTF grants	($33,600.00)	Move to FY21

Building Insurance Claim - we should receive a bill from for $44,500 in FY20, need to move $8,000 balance to FY21

FY20 Budget Amendments - Revenue

01000-00055-6110-22	Building Rent	($2,100.00)
01000-06000-2710-22	Other State Grants - Work Study	($5,360.00)
	Other State Grants - Wildlife Diversity Grant	($400.00)
01000-06000-5090-22	Other General Gov't Fees (EE)	($7,000.00)
01000-06000-8100-22	Donations (other/grants)	$6,000.00
01000-06000-5230-22	Recreational Fac. Rentals	($650.00)
01000-06000-6100-22	Land Rent	$400.00
01000-06000-8390-22	Firewood	($300.00)
23000-00054-6000-22	REAP Interest	$3,000.00
68000-06000-5200-22	Camping Fees	($46,000.00)
73000-00054-6000-22	FOC Interest	$3,000.00
73000-06000-8100-22	FOC Donations	$25,000.00

FY20 Budget Amendments - Revenue - IRVM

11000-00055-9200-24	Sale of Fixed Assets	($4,000.00)	
11000-06000-2591-24	Drainage Dist. Services	($2,000.00)	
11000-06000-2710-24	Other State Grants	($13,197.00)	Move to FY21

— CALENDAR OF EVENTS —

Date	Time	Event	Location
MAY			
~~Friday, May 1~~	~~5:30 p.m.~~	~~Nature Play: Into the Woods~~	~~McFarland Park~~
~~Tuesday, May 5~~	~~11:00 a.m.~~	~~O.W.L.S.: Exploring Madagascar~~	~~Conservation Center~~
~~Saturday, May 9~~	~~9:00 a.m.~~	~~World Migratory Bird Day Celebration~~	~~Brookside Park~~
Monday, May 11	5:30 p.m.	Story County Conservation Board Meeting	Conservation Center
~~Thursday, May 14~~	~~7:00 p.m.~~	~~Evening Prairie Walk~~	~~Doolittle Prairie~~
~~Saturday, May 16~~	~~9:00 a.m.~~	~~TEAM Day~~	~~Wick's Wildlife Area~~
Monday, May 25		Story County Conservation offices closed	
JUNE			
~~Friday, June 5~~	~~5:30 p.m.~~	~~Nature Play: A Frogging We Will Go~~	~~McFarland Park~~
Monday, June 8	5:30 p.m.	Story County Conservation Board Meeting	Conservation Center
~~June 8-12~~	~~a.m. & p.m.~~	~~Waterbugs: Wild Water~~	~~McFarland Park~~
~~Saturday, June 13~~	~~1:00 p.m.~~	~~Hickory Grove Park Grand Opening~~	~~Hickory Grove Park~~
~~June 15-18~~	~~9:00 a.m.~~	~~Polliwogs: Fur, Feathers, Fliers, & Fins~~	~~McFarland Park~~
~~June 16-17~~	~~9:00 a.m.~~	~~FLOAT I~~	~~McFarland & Hickory Grove Parks~~
~~Friday, June 19~~	~~9:00 a.m.~~	~~FLOAT V Training Day~~	~~Conservation Center~~
~~June 22-25~~	~~9:00 a.m.~~	~~Polliwogs: Fur, Feathers, Fliers, & Fins~~	~~McFarland Park~~
~~June 22-26~~	~~a.m. & p.m.~~	~~Frogs: Habicamp~~	~~McFarland Park~~
~~Thursday, June 25~~	~~7:00 p.m.~~	~~Evening Prairie Walk~~	~~Doolittle Prairie~~
~~Thursday, June 25~~	~~6:00 p.m.~~	~~Paddle Boarding Basics~~	~~West Peterson Park~~
June 29-30	9:00 a.m.	FLOAT I	McFarland & Hickory Grove Parks
JULY			
July 1-2	9:00 a.m.	FLOAT I	McFarland & Hickory Grove Parks
Thursday, July 2	6:30 p.m.	Story County Conservation *Partners* Meeting	Conservation Center
Friday, July 3		Story County Conservation offices closed	
Tuesday, July 7	9:00 a.m.	FLOAT IV	Trip to Eastern Iowa
July 9-10	9:00 a.m.	FLOAT I	McFarland & Hickory Grove Parks
Monday, July 13	5:30 p.m.	Story County Conservation Board Meeting	Conservation Center
July 20-23	9:00 a.m.	Polliwogs: Dirt, Plants, Rocks, & Water	McFarland Park
July 20-24	1:00 p.m.	Frogs: Habicamp	McFarland Park
July 20-24	1:00 p.m.	Waterbugs: Wild Water	McFarland Park
Thursday, July 23	7:00 p.m.	Evening Prairie Walk	Doolittle Prairie
July 27-31	9:00 a.m.	Frogs: Habicamp	McFarland Park
July 27-31	9:00 a.m.	Waterbugs: Wild Water	McFarland Park
AUGUST (sneak peek)			
~~August 6-12~~	~~6:00 a.m.~~	~~FLOAT V~~	~~Porcupine Mountains~~
August 3-6	9:00 a.m.	Polliwogs: Fur, Feather, Fliers, & Fins	McFarland Park
Monday, August 10	5:30 p.m.	Story County Conservation Board Meeting	Conservation Center
Tuesday, August 11	9:00 a.m.	FLOAT III	McFarland Park & throughout Story County
August 13-14	9:00 a.m.	FLOAT II	McFarland Park
Thursday, August 27	7:00 p.m.	Evening Prairie Walk	Doolittle Prairie

Need to locate one of our parks or areas? You can view individual maps and 911 addresses online.
www.storycountyconservation.org

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www.storycountyconservation.org

Memorandum

To: Story County Conservation Board

From: Michael D. Cox, Director

Date: May 11, 2020

Re: Consideration of Wellness Policy

The attached Wellness Policy has been approved the Story County. It outlines a program of wellness benefits available for employees.

Staff urges your approval.

_____	_____
Approval	Disapproval
_____	_____
Date	Date

	Story County Conservation Board Story County, Iowa

Wellness Policy		
Approval Date:	**Effective Date:** __/__/____	**Revision No:** __

Reference: CB Minutes: __/__/__ Initially Adopted:__/__/__	**Distribution:** Employee Handbook, , etc. -> list all thatapply)

General Policy

Story County Conservation supports the well-being of employees through a variety of programs designed to promote health and wellness of the employee. Benefits of worksite wellness programs include an increase in work performance, reduced absenteeism and on-the-job injuries, containment of health care costs as well as improved morale and quality of life for employees.

Scope

This policy is applicable to:

All regular full-time and part-time Story County Conservation employees.

Whenever the provisions of this policy are in conflict with the Code of Iowa, or with a collectively-bargained agreement between the County and a certified bargaining unit, the provisions of the collectively-bargained agreement and/or the Code of Iowa will prevail.

Eligible Participants

To be eligible for the wellness program an individual must be classified as a full time or part-time employee. Temporary employees may participate in wellness challenges with approval from the Director

Partnership with an independent wellness vendor to provide:

- Annual Health Risk Assessment (HRA)
- Information and education for health risk prevention
- Annual reporting of aggregate results for strategic planning

The Wellness Committee

The Story County Wellness Committee strives to create a healthier, happier workforce by providing employees with programs and tools to help identify health risks and improve overall wellness. The Wellness Committee's mission is to help county employees make voluntary behavioral changes, which reduce their health risks and enhance their individual productivity. The committee consists of employees from various departments/offices and is open to any employee that would like to join and has management approval. The committee meets once per month for approximately one hour (unless more time is needed
to work on a larger event). Management approval is obtained for events that may involve time during the work day; this is kept to a minimum so as not to disrupt day to day business.

Examples of Wellness Initiatives Include:

- Wellness Articles in the monthly newsletter
- Wellness Wednesday Tips
- Blood Drives
- Flu Shot Clinic
- Health Risk Assessments (HRA)
- Wellness Sessions
- Organized team participation in community walks
- Various wellness challenges

Additional incentives may be available for employees who participate in wellness programs offered by Story County. If you are unable to participate in any of the wellness programs because of a disability, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting the Human Resources Department at (515) 382-7204 or (515) 382-7205.

Wellness Logo

The Wellness Committee has created a logo that is placed on all wellness endorsed events, activities and educational materials.

Health Risk Assessments

Healthy Living Day Initiative is a voluntary wellness program available to all employees. The Healthy Living Day Initiative consists of a comprehensive health risk assessment and five wellness sessions. Employees that choose to participate complete a voluntary health risk assessment (HRA) that asks a series of questions about your health-related activities and behaviors and whether you have or had certain medical conditions (e.g. cancer, diabetes, or heart disease). This initiative also consist of a biometric screening which includes a comprehensive blood profile that screens for diabetes, kidney and liver disease, electrolyte minerals, cholesterol, anemia and infection.

Employees that choose to participate will receive an incentive of a Healthy Living Day (8 hours) for participating in both the HRA and the five wellness sessions. Healthy Living Day must be taken in a full day increment and is available for use the following fiscal year. Although employees are not required to complete the HRA or the wellness sessions, only employees that participate in both will receive the Healthy Living Day.

Exercise & Health

Story County encourages all of its employees to engage in a regular program of exercise (unless existing medical conditions make such a program unadvisable).

Off Site Fitness Centers

Story County worked with surrounding fitness centers and gyms to develop a list of corporate fitness center discounts for our employees. A list of current vendors is available on the employee intranet and shared drive.

Healthy Nutrition

Story County has a commitment to provide an environment that encourages healthy eating among its associates. Story County will ensure that a variety of healthy food choices are available for all organization activities. This applies to all meetings, functions, and events for employees and guests where food is served. At functions that offer a selective menu or buffet, one or more healthful entrees, side dishes or desserts will be served.

Story County will ensure that all meal, snack, and beverage choices offered will include one (1) or more of the following items:

- Fruit and/or vegetables
- Low-fat milk and dairy products
- Foods made from grains
- Water

Vending Machines

Story County supports healthy vending choices. Snack vending machines will include healthy alternatives that are low-calorie and low in sugars. Drink machines will offer sugar-free selections and caffeine-free soda selections. If coffee is offered, decaffeinated coffee will be available as an alternative.

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www.storycountyconservation.org

Memorandum

To: Story County Conservation Board

From: Michael D. Cox, Director

Date: May 11, 2020

Re: Consideration of Face Covering Policy in Response to the Novel Coronavirus (COVID-19) Pandemic

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The attached Face Covering Policy has been approved the Story County. It outlines the use of face coverings in the workplace.

Staff urges your approval.

_____	_____
Approval	Disapproval
_____	_____
Date	Date

	Story County Conservation Board Story County, Iowa

Face Covering Policy in Response to the Novel Coronavirus (COVID-19) Pandemic

Approval Date:	Effective Date:	Revision No:
5/11/2020	05/12/2020	01

Reference: SCCB Minutes:	**Distribution:** S: Drive and Policy Book

General Policy Statement
Per the recommendations from the CDC and Iowa's governor Story County will be implementing a Face Covering Policy for employees due to the challenge of maintaining social (physical) distance of 6ft at all times. Employees will be required to wear a face covering in the situations outlined below.

Scope
This policy is applicable to the following:

All Story County Conservation employees;

Purpose: The purpose of the CDC face covering recommendations is for the person wearing the face covering to prevent the spread of the COVID-19 virus to others within 6 feet and or where social (physical) distancing measures are difficult to maintain.

Face Covering: The County will provide each employee regularly reporting to work with up to two cloth face coverings. Employees may provide and wear their own face covering.

Cleaning: The CDC recommends that cloth face coverings should be cleaned each day. The coverings should be laundered in the warmest water appropriate for the fabric. The expectation is that employees will launder their face covering before each work shift begins.

When and where to wear the face covering: The regulations of the face covering is for it to be worn whenever an employee is within the common areas of the building and when social distancing is not feasible (e.g. close or shared workspaces). Areas requiring a face covering to be worn include, but are not limited to: restrooms, break room, hallways, work settings indoors or outdoors where social distancing is not feasible (unless existing safety protocols preclude the wearing of a face covering) and when in a County vehicle with more than one person, provided the mask does not impede the driver's

ability to see and hear. When the mask cannot be worn such as when eating the social distance of at least 6ft must be maintained at all times.

When not to wear a face covering: Per CDC Cloth face coverings should not be placed on anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance.

How to safely remove the face covering: Individuals should be careful not to touch their eyes, nose and mouth when removing their face covering and wash hands immediately after removing. If washing your hands is not available then per the CDC use hand sanitizer.

Please check with your supervisor for any additional requirements.

For more information and in to check on any updates please check the www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html

Directions for making your own face covering can be found at the link above.

DRAFT

STORY COUNTY CONSERVATION

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Memorandum

To: Story County Conservation Board

From: Michael D. Cox, Director

Date: May 11, 2020

Re: Consideration Naming the pergola at McFarland Park the George and Mary Engstrom Pergola.

The attached application is for naming the pergola at McFarland Park after George and Mary Engstrom. The application has been submitted by the Ames Town and Country Kiwanis Club, who has supported its construction and continued maintenance. I am happy to receive this application and recommend that the pergola be named the George and Mary Engstrom Pergola.

Staff urges your approval.

Approval	Disapproval
Date	Date

APPLICATION FOR NAMING CONSERVATION AREAS AND PLACING MEMORIALS

Submitted by Leo Timms Ames Town and Country Kiwanis 4/28/2020

Leo Timms

It is the policy of the Story County Conservation Board to ensure the best interests of the county and the community while naming conservation areas and placing memorials in conservation areas.

Conservation facilities shall be named in a manner that will enable the public to easily recognize, locate and remember them. Names for parks and facilities shall be selected in the following order of priority:

1. Places and features, including streets, schools and natural features
2. Historic sites or events
3. Descriptive names
4. Persons or organizations

The preferred types of park memorials and plaques are:

1. Tree plantings
2. Park amenities including benches, tables, receptacles, fountains and shelters
3. Landscaping and improvements
4. Large monuments and shelters are discouraged

The director of conservation shall review the application and prepare a report and recommendation for consideration of approval by the Story County Conservation Board at a regularly scheduled meeting.

NAMING CONSERVATION AREAS

Concise description of the physical location of the park or facility _____

Pergola Swing and area around it at McFarland Park

The proposed name for the park or facility **Mary and George Engstrom Friendship & Serenity Swing**

Specific justification for the proposed name, including:

Suitability: Beautiful swing and area overlooking lake at McFarland Park that would be fitting for recognizing Mary and George's passion for McFarland Park and their commitment and accomplishments in community service in Story County

History or biography of the group or individuals to be honored: Mary and George Engstrom are long time residents of Ames and Story County, including excellent examples of volunteering and community service to McFarland Park and other city and county parks and facilities, as well as Mary Greeley Medical Center. George was an excellent member of Ames Town and Country Kiwanis and a key leader in the continued development of the "Touch of Life Trail" at McFarland. George was a quiet, humble individual whose "lead by example" nature excited and engaged others. George was also engaged with the club, providing work and leadership on many city and county park projects (shelters, bridges, overlooks, etc) as well as other civic groups (4-H and Boy Scout camps, etc). He was inspiring and engaging in every work opportunity at McFarland Park and elsewhere until his death in 2004. Mary is the record holder for volunteer hours and service at Mary Greeley Medical Center. Her friendly smile, greetings, and helpful information and directions at MGMC information desk has served and inspired thousands. Together through all this, this couple has served our community humbly and caring, and especially loved walking and spending time at McFarland Park. After George's death, Mary has contributed to yearly projects and charities, including many our Kiwanis Club is involved with. She has also contributed some undesignated funds to our Foundation which we have discussed with Story County Conservation over the years regarding some type of project to honor Mary and George at McFarland Park. Our club provided some funding but manly people power in constructing the original pergola swing and area. That area has seen some damage and needs repair. It has become an Eagle Scout project of Quinn Margrett, Troop 230, Ames, working with Erica Place of SCC. Quinn has also connected with our Kiwanis group and we have committed $500 to fund the project and reconstruction (that was his total estimated cost but he has also garnered a few other funds) as well as pledged support to supply a labor force he will lead when he builds the Pergola swing and area. We also have some additional funds to support a small plaque or sign recognizing the Engstroms if this is acceptable and approved. Our Kiwanis group also sponsors a scout group in town so we are all excited about this joint project. When finished, this is Quinn's eagle project and that is noteworthy and should be highly recognized. We would also hope that we could name this area and structure after Mary and George Engstrom for their inspiration, perspiration, and personal and financial commitments.

Rationale for the name (such as a significant monetary contribution for the acquisition or development of the park, a substantial donation of labor or materials, or a sustained, high level of voluntary public service in the area of conservation): _____**(SEE ABOVE) Mary and George, as well as our Ames Town and Country Kiwanis group have made substantial donations of time, labor, occasionally materials, and even some financial support to many projects at McFarland park and throughout Story County, including our most recent adoption of Tedesco Environmental learning Corridor.**

Please address the person's character, reputation, standing within the community or level of contribution to conservation or the community as a whole. If the individual is deceased, the application shall address that person's singularly unique and significant contribution to the community or a substantial donation to the acquisition or development of the park.

SEE ABOVE DISCUSSION! The excellent character and contributions of Mary and George Engstrom are explained above. While George passed away in 2004, we have discussed many opportunities for funds, etc. with SCC but we believe this is the unique and great opportunity to recognize their contributions. Mary still resides in Ames and is stillvery active in our community.

An application to name a park or facility for a deceased person shall not be considered until 12 months after the date of death. A park or facility which bears the name of a person or organization shall not be renamed for another person or organization unless it is determined that the original name is no longer appropriate.

MEMORIALS AND PLAQUES

Type of memorial (tree plantings, park amenities, landscaping) There is already a small plaque at the Pergola recognizing Ames Town and Country Kiwanis for their support in funding and assisting in building the original Pergola swing and area. We would like to propose an additional small plaque (funded by our club) to be put possibly on the top cross piece of the swing to name and honor Mary and George Engstrom

Proposed park/placement location within the park **Pergola Swing**

Detailed description/drawing of proposed memorial or plaque, including size, shape, color, and wording of any inscriptions (may be attached):

Haven't designed or contracted for this yet until approved. We envision a plaque maybe 1-2' long and 4-8" wide (depending on lettering size and what is approved or acceptable) with 2 lines: Line 1: **Mary and George Engstrom** Line 2: **Friendship and Serenity Swing**
Lines would be on top of each other and centered on the plaque. We would hope to mount this above on one of the top front horizontal pergola structure boards if possible

Specific justification for the memorial, including:

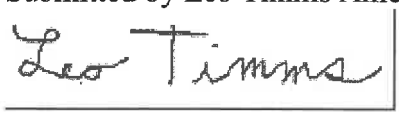
Suitability: **SEE NAMING DOCUMENT FOR DETAILS!**

History or biography of the group or individual to be honored **SEE NAMING DOCUMENT FOR DETAILS!**

Rationale for honoring the individual, organization or act (such as a significant monetary contribution for the acquisition, development and placement of the plaque or memorial, a sustained, high level of voluntary public service in the area of conservation):
SEE NAMING DOCUMENT FOR DETAILS!

Please address the person's character, reputation, standing within the community or level of contribution to conservation or the community as a whole.
SEE NAMING DOCUMENT FOR DETAILS!

Submitted by Leo Timms Ames Town and Country Kiwanis 4/28/2020



STORY COUNTY CONSERVATION

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Memorandum

To: Story County Conservation Board

From: Michael D. Cox, Director

Date: May 11, 2020

Re: Consideration of Cost Share with the City of Huxley for improvements to the Heart of Iowa Nature Trail.

The City of Huxley and Story County are realigning 560th Ave in Huxley. Associated with the road realignment is the need to alter access to the Trailridge Park parking lot (owned by the City of Huxley). The parking lot serves also as a trailhead for the Heart of Iowa Nature Trail (owned by Story County). With the altered road and parking area, the trail must be realigned. The trail improvements are being made on Story County property. The attached plan sheets illustrate the improvements.

The City of Huxley has awarded a contract for this work and is funding 100% of the trail and parking lot work. The cost for this portion of the project is $104,143.50. The City has requested a 50% cost share from the County, and has stated their appreciation for any contribution. I suggest that the funding source, should the Board decide to cost-share, be the Trust Fund.

Staff urges your approval.

_____ _____

Approval Disapproval

_____ _____

Date Date

_____

Amount

N

1" = 400'
Feet

0 200 400

315TH ST

58+00
56+00
54+00
52+00
50+00
48+00
46+00
44+00
42+00
40+00
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14+00
12+00
10+00

Perseverance LLC

Terry & Valerie Coffman

Robert & Jodene Damman

Bradley & Stacey Powers

N SAND CHERRY LN

SAND CHERRY LN

Kevin & Jeannie Williams

Chad & Priscilla Collins

Story County

Story County

C D Van Houweling II

PROPOSED STREET PAVING

Leonard & Jacqueline Larson 1/3
James & Arlene Bates 1/3
Larson Agriproducts LTD 1/3

C D Van Houweling II

Leonard & Jacqueline Larson 1/3
James & Arlene Bates 1/3
Larson Agriproducts LTD 1/3

Charles Bowers

BLUE SKY BLVD

Thomas & Sheila Heinen

Interstate Land Properties LLC

BLUE SKY BLVD

Eric Wilson

560TH AVE

VEENSTRA & KIMM, INC.

PROJECT NO. 45253
DECEMBER 31, 2019

560TH AVENUE PAVING
BLUE SKY BLVD. TO E. 1ST ST.
HUXLEY/STORY COUNTY, IOWA

P:\45253\TMODEL\CIVIL\45253.prp

PLOTTED: Mar 27, 2020 13:18:52 Fri

0 30 60

PROTECT TREES

PROTECT TREES

PROTECT TREES

560TH AVE

DATE	REVISIONS		
		SCALE	AS NOTED
		DRAWN	DLL
		CHECKED	JK
		APPROVED	JBE
		DATE	3-27-20
		ISSUED FOR	

V&K

VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

560TH AVENUE PAVING BLUE SKY BLVD. TO E. FIRST STREET
CITY OF HUXLEY, IOWA

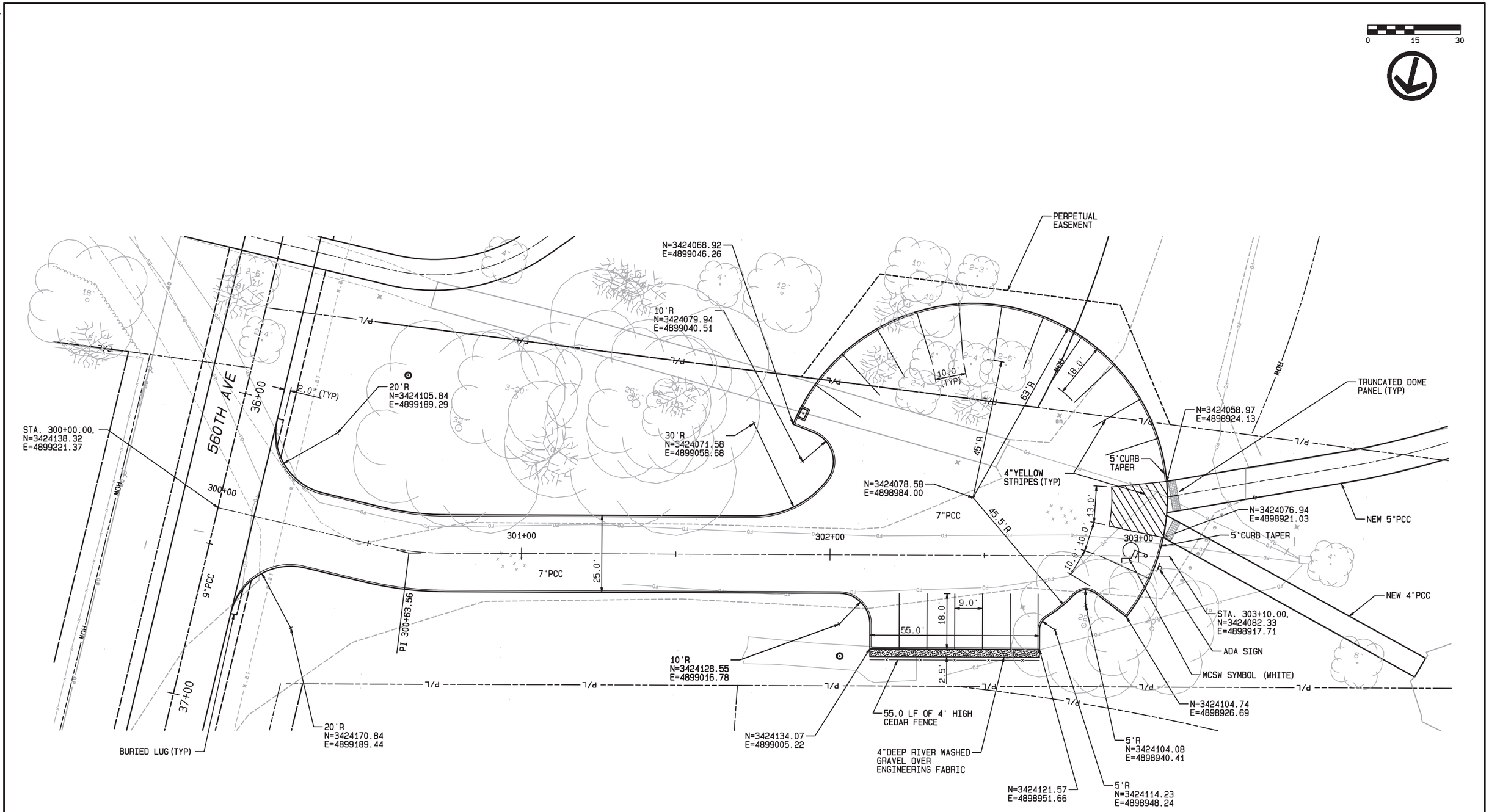
SITE GRADING PLAN

DWG. NO.

T.1

PROJECT 45253

P:\45253\TMODEL\CIVIL\45253.prp



NOTES
1. ALL PARKING LOT STRIPING 4"WIDE; COLOR: YELLOW; DURABLE PAINT.

PLOTTED: Mar 27, 2020 13:11:34 Fri

DATE	REVISIONS		
		SCALE	AS NOTED
		DRAWN	DLL
		CHECKED	JK
		APPROVED	JBE
		DATE	3-27-20
		ISSUED FOR	

VEENSTRA & KIMM, INC.
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

560TH AVENUE PAVING BLUE SKY BLVD. TO E. FIRST STREET
CITY OF HUXLEY, IOWA

CROSS SECTIONS (ALTERNATE BID 1)

DWG. NO. L.6

PROJECT 45253

STORY COUNTY CONSERVATION

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Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story County Conservation Board

From: Michael D. Cox, Director

Date: May 11, 2020

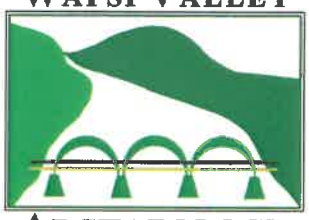
Re: Consideration of Professional Services Agreement with Wapsi Valley Archeology for Completion of a Phase 1 Cultural Study of Property to be Acquired by Story County for $31,469.76.

The attached agreement secures the services of Wapsi Valley Archeology to conduct a Phase 1 Cultural Resource Study of property owned by the U.S. Corps of Engineers (Corps) and to be acquired by Story County. Wapsi Valley began this work under contract with the Corps and was not able to complete due to lack of funding. This agreement will allow Wapsi Valley to complete the work. The funding has been approved by the Conservation Board and the Board of Supervisors. Funding will come from the Energy Transfer Fund.

Staff urges your approval.

Approval	Disapproval
Date	Date

WAPSI VALLEY



ARCHAEOLOGY

CONTRACT BETWEEN WAPSI VALLEY ARCHAEOLOGY, INC. AND STORY COUNTY, IOWA

A CONTRACT FOR CONSULTANT SERVICES TO PERFORM archaeological investigations, Ames Dam and Reservoir property, Story County, Iowa.

The agreement by and between Story County, Iowa, hereinafter referred to as the CLIENT, and Wapsi Valley Archaeology, Inc. of Anamosa, Iowa, hereinafter referred to as the CONSULTANT; witnesseth:

The CLIENT and the CONSULTANT, for the consideration and other conditions below, agree as follows:

1. The CONSULTANT agrees to assist the CLIENT in the performance of a Phase I intensive archaeological survey.

a. The project area consists of approximately 195 acres of land owned by the U.S. Army Corps of Engineers, Rock Island District (Corps), located in the South Skunk River valley between Story City to the north and Ames to the south. The project area has previously been defined by the Corps (see Attachment 1).

b. The CONSULTANT will complete a Phase I intensive archaeological survey for the project. The Consultant will complete background research and fieldwork, including subsurface testing in the project area. In concert with the archaeological research, the CONSULTANT will complete a geomorphological assessment of the project area.

c. The CONSULTANT will be responsible for preparation of a report summarizing results of the archaeological research. The report will present the findings, conclusions, recommendations, maps, and photographs. In addition, archaeological site forms will be completed and appended to the report. Three hard copies of a draft report and four hard copies and an electronic copy of the final report will be submitted to the CLIENT upon completion of the project.

2. Prior to fieldwork, the CONSULTANT will apply for an ARPA permit from the Corps allowing access to the property.

3. The CLIENT will pay the CONSULTANT an amount of $31,469.76 for completion of the archaeological survey. This figure includes expenses for Phase I fieldwork, artifact analysis, and report completion. Payment is due 30 days after invoice submittal. After 30 days, there will be a finance charge of 1.5% per month, or 18% per year.

4. The terms of this agreement shall begin upon the execution of this contract by the representative of the CLIENT and shall terminate upon submission of the final report to the CLIENT and the CONSULTANT's receipt of payment in full.

6. Either party may terminate the agreement by giving a 30-day notice by certified mail to the other party. In that event, copies of notes and written documents, and other materials pertinent to completion of the project will be turned over to the CLIENT or their representatives. Equitable adjustment shall be made for all work and expenses completed prior to termination. The adjustment shall be based on the number of hours worked plus direct and indirect costs as certified by the CONSULTANT and a fixed fee of 12% of direct and indirect costs. Direct costs will include costs of labor, per diem, mileage, and supplies purchased specifically for this project. Indirect costs will include labor overhead and general overhead costs, including but not limited to the costs of payroll taxes, employee benefits, insurance, rent, office/field equipment, and general business supplies/expenses.

7. Neither party's obligations or duties under this contract shall be assigned without permission of the other party.

8. The CLIENT shall indemnify and hold the CONSULTANT and its respective affiliates, officers, directors, employees and agents harmless, from and against any claims, lawsuits, proceedings, liabilities, damages, expenses (including reasonable attorney's fees) and/or costs arising out of or related to the negligence of work by other parties involved in portions of this project that are not related to the cultural resource services provided.

9. Any disputes that arise during or following the completion of services will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, subconsultants, sub sub-consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is the primary form of dispute resolution. Each party shall bear their own legal costs and expenses. Mediation costs shall be shared equally by all of the parties to the mediation.

10. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

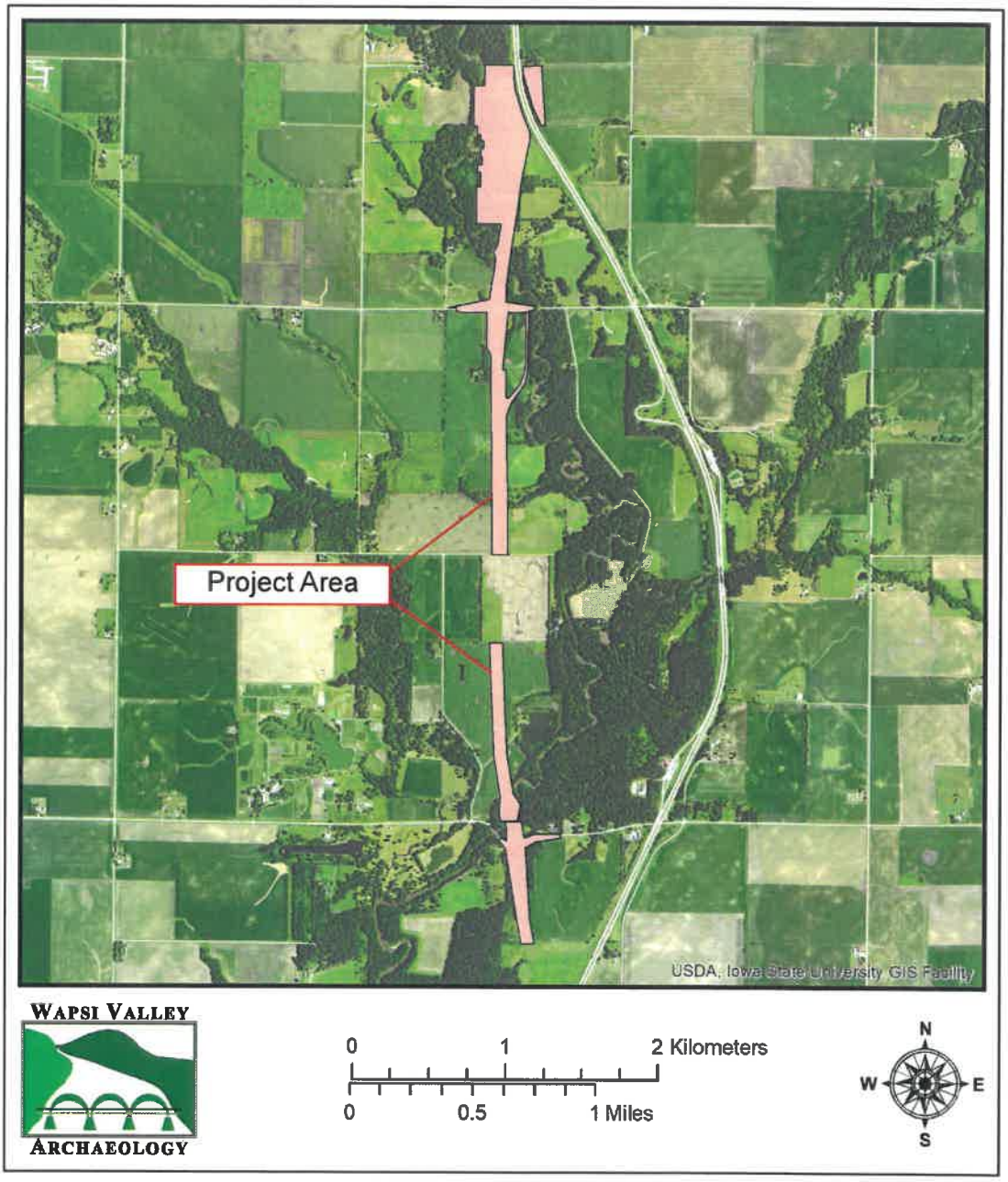
11. The Consultant and the Subconsultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

IN WITNESS, WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS _____ DAY OF _____, 2020.

_____	_____
CONSULTANT's Signature	CLIENT Representative's Signature
Date: _____	Date: _____
Print Name: Nurit G. Finn	Print Name: _____
Title: President .	Title: _____
Company: Wapsi Valley Archaeology, Inc.	Company: _____

The above person is authorized to sign for CLIENT and bind the CLIENT to the terms hereof.

Attachment 1. Project Area.



STORY COUNTY CONSERVATION

Integrated Roadside Vegetation Management
837 N Avenue • Nevada, Iowa 50201 • Phone (515) 382-7367 • Fax (515) 382-7369
www.storycountyconservation.org

Memorandum

To: Story County Conservation Board

Through: Michael Cox, Director

From: Joseph Kooiker, Vegetation Management Biologist

Date: May 11, 2020

Re: Consideration of Contract with Brush and Weed Control Specialists for Brush Control

---

The attached contract secures the services of Brush and Weed Control Specialists to assist in Story County's brush and tree control plan. Contract will be on a time and materials basis and will not exceed $50,176.00. The budgeted amount for contract brush spray for FY 2021 is $50,000.

The contractor is carefully monitored and provided with sensitive crop maps detailing areas of concern. The townships selected this year for contract spraying are Palestine, Union, Indian Creek, Collins, and Lafayette Townships.

Staff urges your approval of this contract.

Approval	Disapproval
Date	Date

CONTRACT

Kind of Work: Tree and Brush Spraying in R.O.W.'s

County: Story

Project No.: IRVM Brush FY 2021

THIS AGREEMENT made and entered by and between Story County, Iowa, by its Conservation Boa

of Brush and Weed Control Specialists Contractor.

WITNESSETH: That the Contractor, for and in consideration of ($ _____)

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Units	Unit Price	Amount
1	Complete brush spraying per proposal	400	HR	108.50	$43,400.00
2					
3					
4					
5					
6					
7					
8					
9	Contractor shall indemnify Story County for all acts or omissions arising from this contract and				
10	will add Story County, Iowa and Story County Conservation Board as additional insured on				
11	their Commercial General Liability, Workers Compensation,and Business Auto Liability Insurance. Coverage minimum is $1,000,00.00 commercial umbrella				
12					
13	This policy is NOT insuring against any causes of action for which Story County, Iowa and Story County Conservation are already immune pursuant to Iowa Code Chapter 670. Story				
14	County, Iowa and Story County Conservation do not waive any immunity under Iowa Code Section 670 by being named as an additional insured.				
				Subtotal:	$43400.00
	☐ See supplemental information on Page 2			Pg2 Subtot:	6776.00
				TOTAL:	50176.00 $0.00

Said specifications and plans are hereby made a part of the the basis of this agreement and a true copy of said plans and specifications are now on file in the Story County Conservation Office.

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth subject to the Conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. Brush Control FY 2021

In Story County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties thereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
8-May-20			

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto. It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgement as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the _____ _____.

Recommended by:

Approved:

Story County, Iowa
Contracting Authority

By: _____
Director, Story County Conservation Board

Date: _____

By: _____
Contractor

Date: 4-30-2020

Supplemental Contract Information

Project No.: IRVM Brush FY 2021

Contracting Authority: Conservation Board

Contractor: _____

Item No.	Story County IRVM approved chemicals active ingredients				Rate / Acre
	Aminocyclopyrachlor				1.2 oz
	Metsulfuron methyl				2 oz
	Aminopyralid				
	Non-Ionic Surfactant				8 oz
	* Please include selected chemicals that will be used and rate with quote				
				SUBTOTAL:	$6776.00

Form 650006
(mod)

SCHEDULE OF PRICES

County Story

Project No. IRVM Brush FY 2021

Type of Work Tree and Brush Spraying in R.O.W.'s

UNIT BIDS MUST BE TYPED OR SHOWN IN INK OR THE BID WILL BE REJECTED

Line No. Item No.	Item on which bid is based. Bidder shall show unit price and extension for each item and total for each group.	Item Quantity and Units	Unit Price Dollars x,xxx,xxx	Unit Price Cents xxxx	Amount Dollars x,xxx,xxx	Amount Cents xxxx
	Method 240 SL	12 gal	390	00	$4680	00
	Escort XP	256 oz	6	00	$1536	00
	Freeway	8 gal	70	00	$560	00
	Labor & Equipment	400 hrs	108	50	$43400	00
				Base Bid Total	$50176	00
				Base Bid Plus Additive Alt.	$50176	00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tricia Lofstrom	
PMC Advantage Insurance Services Inc An ISU Member 219 E State St, PO Box 500 Algona IA 50511	PHONE (A/C, No, Ext): (515) 295-9433	FAX (A/C, No): (515) 295-4373
	E-MAIL ADDRESS: tricia.lofstrom@phmic.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Brush & Weed Control Specialists Inc 1108 230th St PO Box 641 Algona IA 50511	INSURER A: Capitol Specialty Insurance Corporation	
	INSURER B: Progressive Northern Ins Co	38828
	INSURER C: Scottsdale Ins Co	
	INSURER D: Liberty Mutual Group	
	INSURER E: Employers Mutual Ins Co	21415
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2042110058 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			EV2018234302	08/01/2019	08/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution Liability	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			02052448-9	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CXS0005510	08/01/2019	08/01/2020	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC534S347165039	08/07/2019	08/07/2020	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Story County Conservation Board
837 N Ave
Nevada IA 50201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Collins Do not spray

Township 82N - Range 21W

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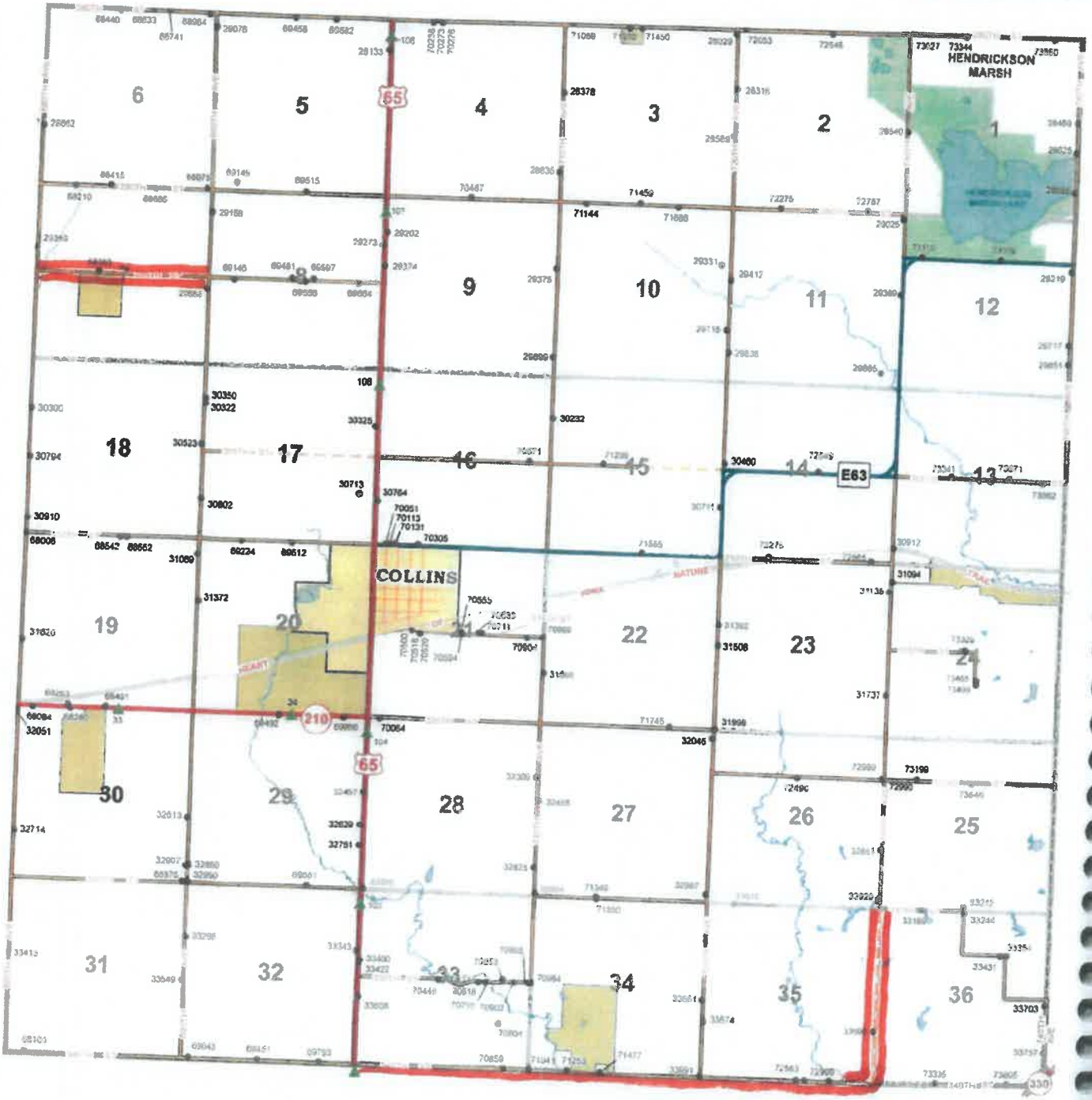

Union Do not spray

Township 82N - Range 23W

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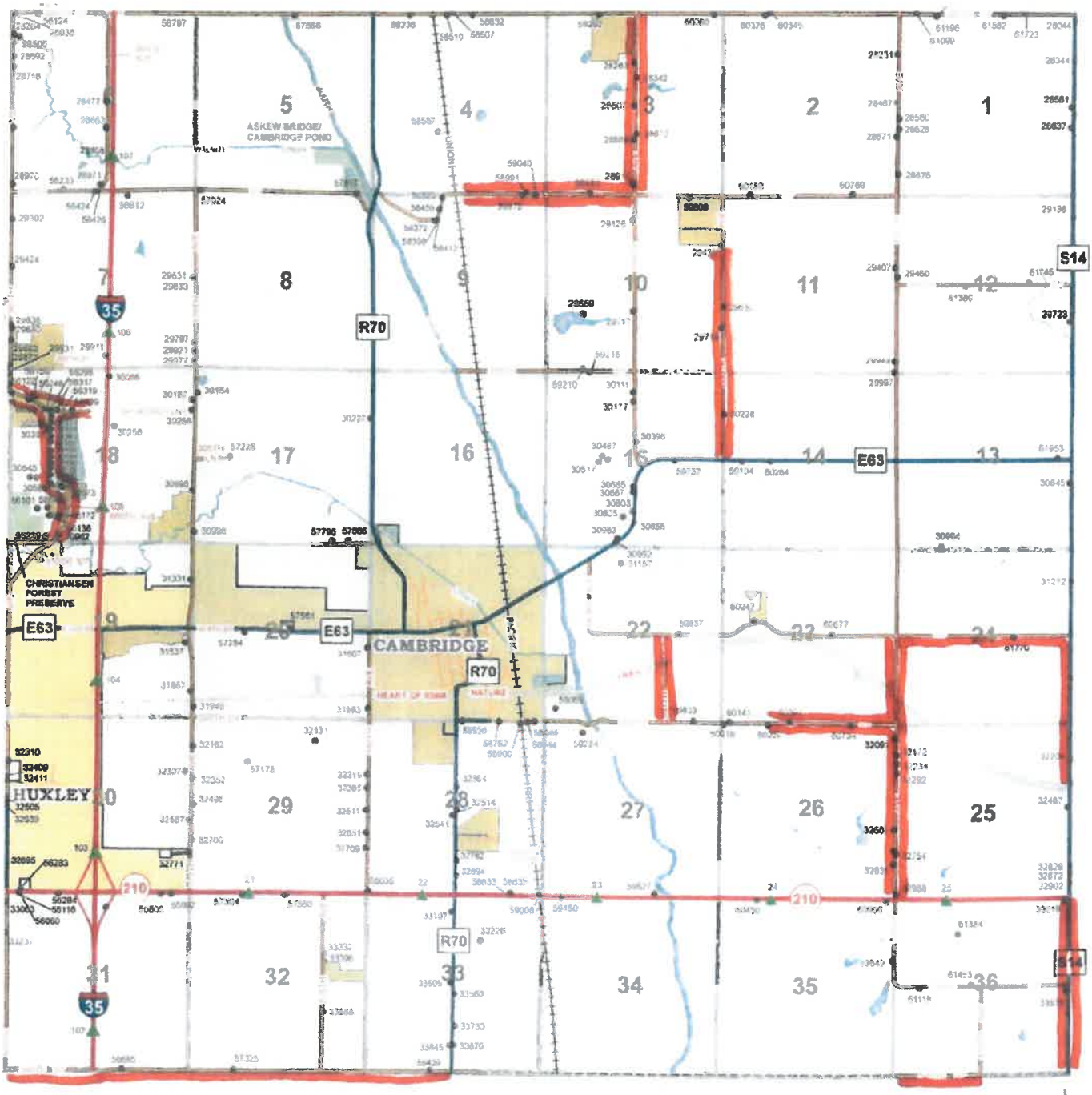
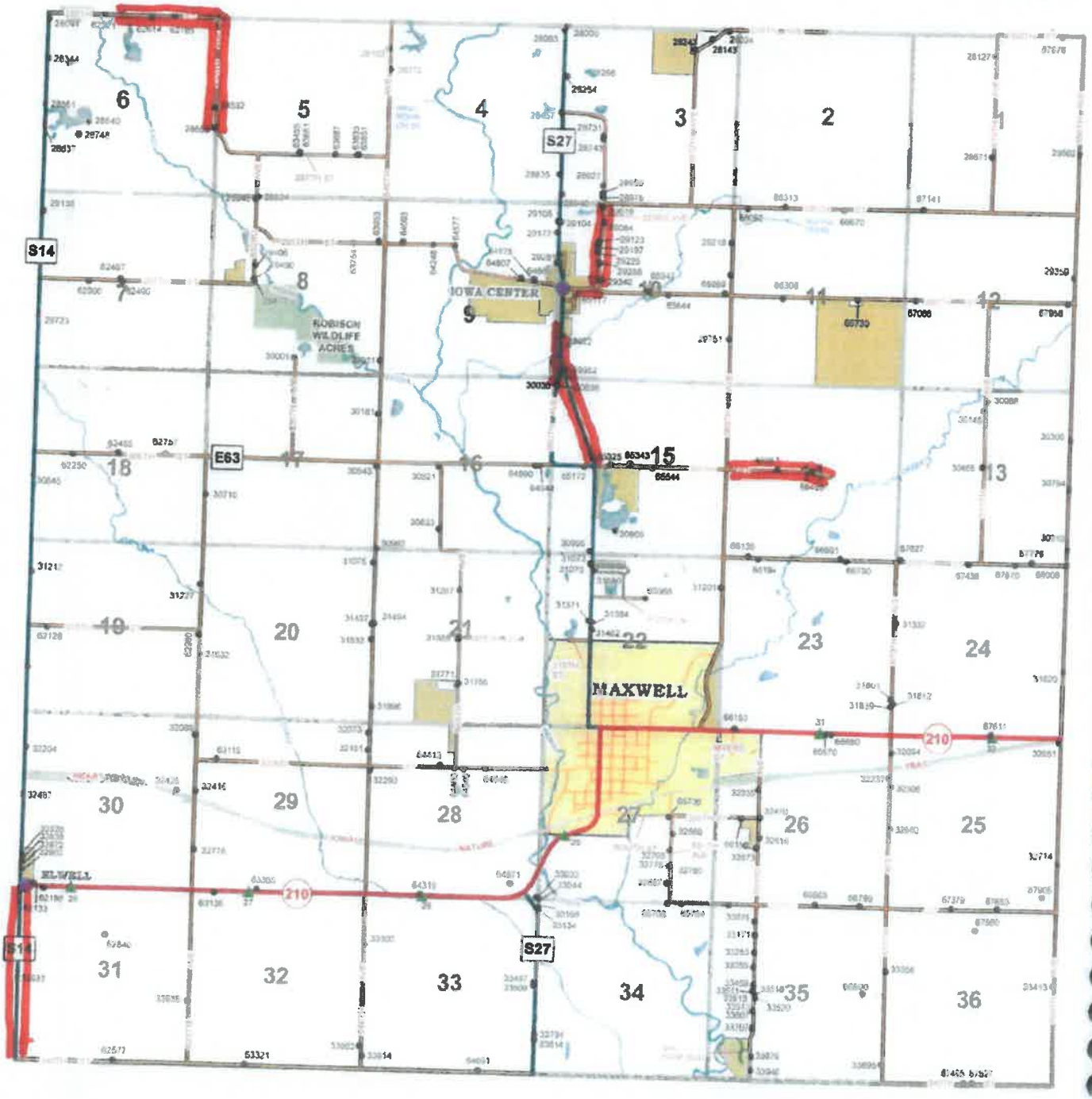


40 Can spray E63 both sides from 560th Ave. → 580th Ave. where not mowed

Indian Creek Do not spray Township 82N - Range 22W

Copyright © 2018 Mapping Solutions



Palestine Do not spray

Township 82N - Range 24W

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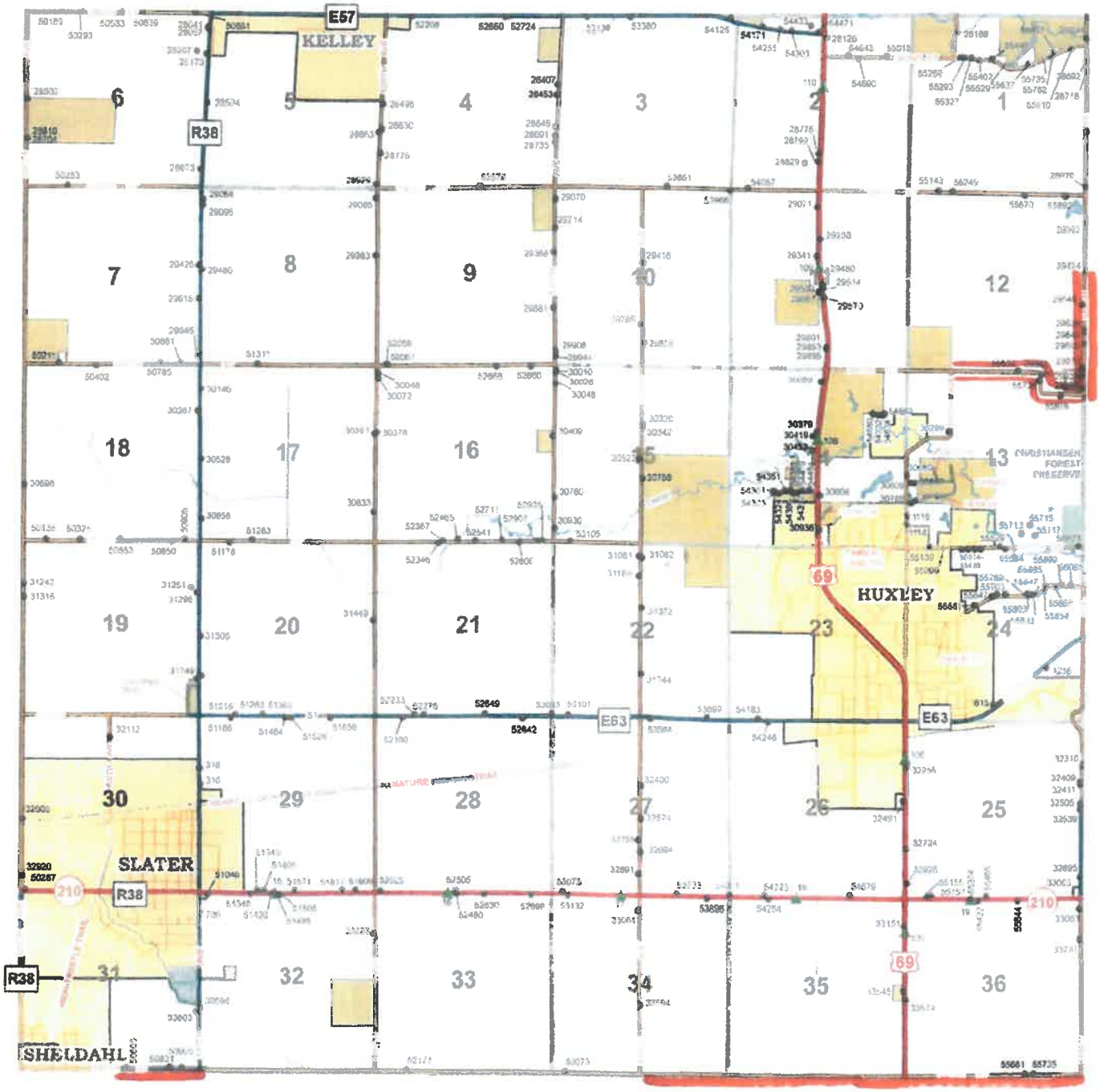

Lafayette

Do not spray

Township 85N - Range 24W

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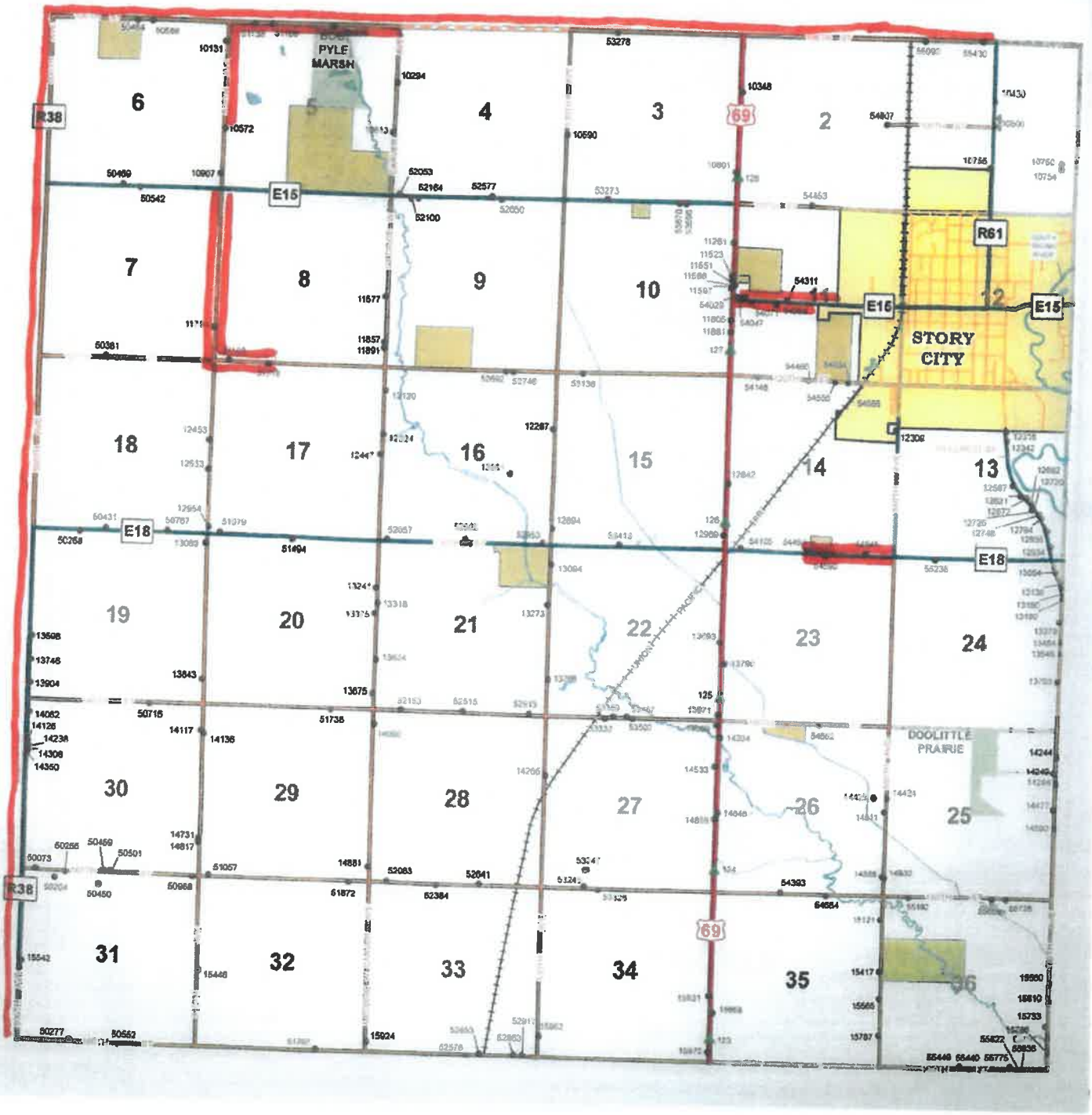


STORY COUNTY CONSERVATION

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

Memorandum

To: Story County Conservation Board

From: Michael D. Cox, Director

Date: May 11, 2020

Re: Consideration of Grant of Easements to the City of Huxley for Improvements to the Heart Of Iowa Nature Trail, Trail Ridge Park, and the Realignment of 560th Ave.

The City of Huxley and Story County are realigning 560th Ave in Huxley. The realignment will place the road on property currently owned by Story County. Additionally, improvements (necessitated by the realignment) to the Trail Ridge Park will utilize a portion of Story County owned property. The attached easements grant temporary and permanent access.

Staff urges your approval.

_____ _____

Approval Disapproval

_____ _____

Date Date

Prepared By: Travis Paul, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000
Return To: Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000

Easement No. 1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, Story County, Iowa
,
of the County of Story, State of Iowa, in consideration of $ _____ in hand paid by the CITY OF HUXLEY, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Huxley, Iowa, a municipal corporation, in the County of Story, State of Iowa, an easement under, through and across the following described real estate:

A part of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right-of-way lying in Story County, Iowa more particularly described as follows:

A strip of land being all of the aforementioned Railroad Company's right-of-way in Section 24, Township 82 North, Range 24 West of the 5th P.M., in the City of Huxley, Story County, Iowa.

Temporary Construction Easement (see attached Exhibit EAS-1)
Said temporary easement being more particularly described in two (2) segments as follows:

Segment 1
All that part of aforementioned Railroad Company's right-of-way in the Southeast 1/4 of the Southeast 1/4 of said Section 24 lying South of Trail Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Huxley and lying East of the East right-of-way line of 560th Avenue EXCEPTING THEREFROM the East 33.00 feet thereof.

Containing 51,023 square feet, more or less.

45253
Rev 03-10-20

Segment 2
The North 100.00 feet of the East 480.00 feet of the aforementioned Railroad Company's right-of-way in the Southeast 1/4 of the Southeast 1/4 of said Section 24 lying South of Trail Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Huxley and lying West of the West right-of-way line of 560th Avenue, measured at right angles from said South line of Trail Ridge Plat 1 and the East line of said Southeast 1/4 of the Southeast 1/4.

Containing 15,588 square feet, more or less. Total area containing 66,611 square feet, more or less.

That said easements are granted unto the City of Huxley, Iowa, for the purpose of the construction, installation and maintenance of the following described public improvement:

560TH Avenue Paving

In connection herewith it is specifically agreed that by this easement, the City of Huxley shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

The temporary construction easement shall be for a 12-month period at which time it will cease and terminate.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

It is further agreed that no permanent improvement shall be built or placed upon the above described easement, and that if such improvements are built or constructed, in violation of this easement, the City of Huxley shall in no way be responsible for any damages thereto resulting from the construction, reconstruction, maintenance or repair of the aforesaid improvements.

That the grantors do hereby covenant with the said grantee, and successors in interest, that said grantors hold said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be hereinabove stated; that said grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

IN WITNESS WHEREOF WE have hereunto affixed our hands this _____ day of ___, 20_____.

_____
Story County

STATE OF_____)
) ss.
COUNTY OF_____)

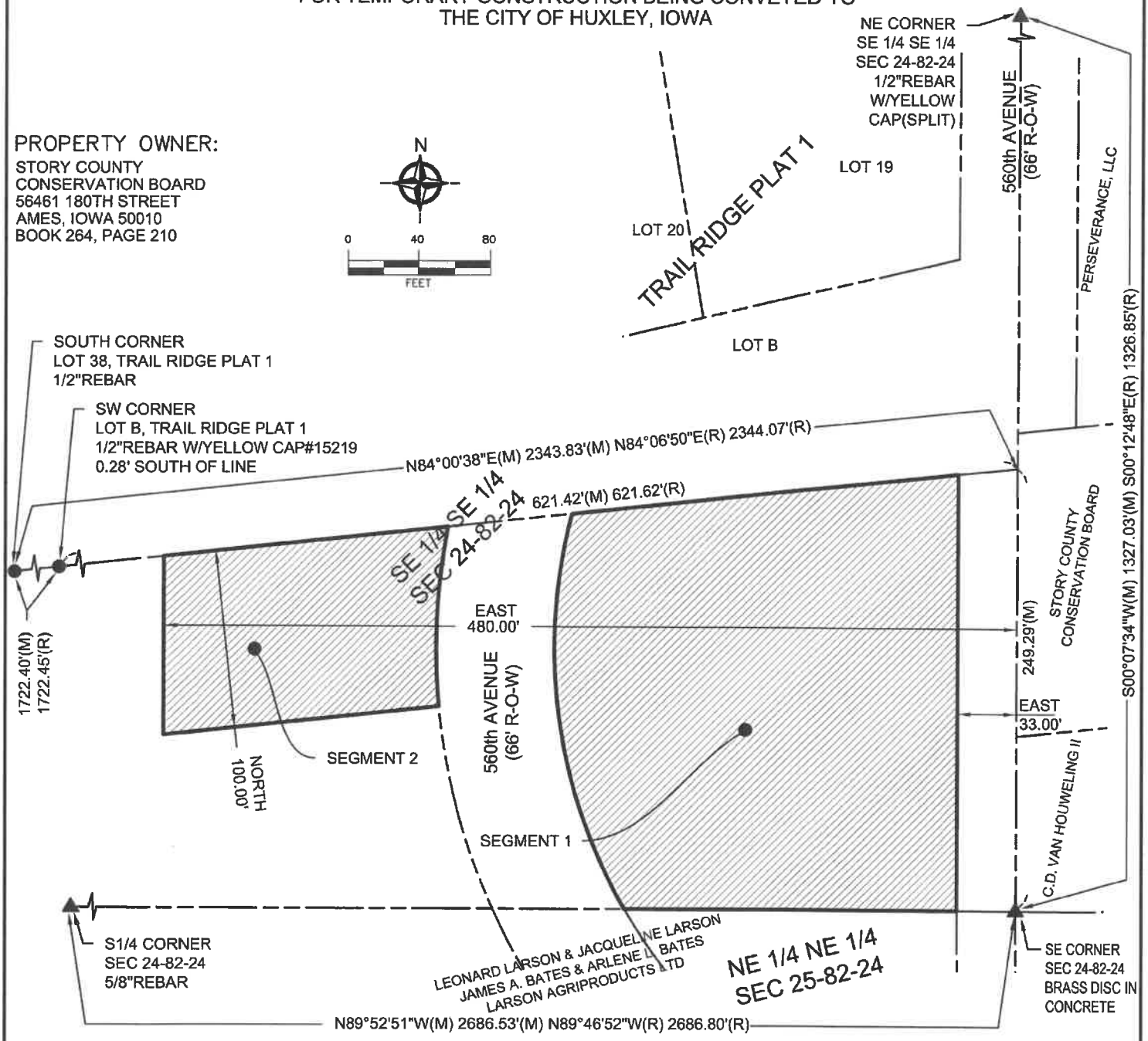
On the _____ day of _____, 20_____, before me, a Notary Public in and for said State, personally appeared _____ ___ (signatory name/s), to me personally known, and, who, being by me duly sworn, did say that they are the chair person of the County Board of Supervisors, of the County of _____ _____ , Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in (Ordinance No._____ passed) of (the Resolution adopted) by the Board of Supervisors on the _____ day of _____, 20_____, and that_____(signatory names) acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20__

EASEMENT DRAWING

EAS–1

FOR TEMPORARY CONSTRUCTION BEING CONVEYED TO
THE CITY OF HUXLEY, IOWA



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- ● FOUND PROPERTY MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- ——— SECTION LINE
- ——— PROPERTY LINE
- ▨ TEMPORARY EASEMENT
  SEGMENT 1 = 51,023 SQ.FT.
  SEGMENT 2 = 15,588 SQ.FT.
  TOTAL AREA = 66,611 SQ.FT.

FIELD SURVEY COMPLETED: AUGUST 2019

SURVEY FOR:
CITY OF HUXLEY
515 N MAIN STREET
HUXLEY, IA 50124
PHONE: (515) 597-2561

V&K PROJECT NUMBER 45253 DATE: REV 04-15-20

VEENSTRA & KIMM, INC.
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

SHEET
1 OF 1

Prepared By: Travis Paul, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000
Return To: Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000

Easement No. 1A

PERPETUAL EASEMENT FOR
PUBLIC RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, Story County, Iowa, of the County of Story, State of Iowa, in consideration of $ _____ in hand paid by the CITY OF HUXLEY, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Huxley, Iowa, a municipal corporation, in the County of Story, State of Iowa, an easement under, through and across the following described real estate:

Part of the Southeast 1/4 of the Southeast 1/4 of Section 24, Township 82 North Range 24 West of the 5th P.M., in the City of Huxley, Story County, Iowa.

Perpetual Easement (see attached Exhibit ACQ-1)
Said perpetual easement being more particularly described as follows:

> Beginning at the Southeast corner of said Section 24; thence North 89°52'51" West along the South line of said Southeast 1/4 of the Southeast 1/4, 33.00 feet; thence North 00°07'34" East, 245.76 feet to a point on the South line of Trail Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Huxley, Story County, Iowa; thence North 84°00'38" East along said South line, 33.19 feet to the Southeast corner of said Trail Ridge Plat 1, said point also being on the East line of said Southeast 1/4 of the Southeast 1/4; thence South 00°07'34" West along said East line 249.29 feet to the point of beginning.

Containing 8,168 square feet, more or less.

That said easements are granted unto the City of Huxley, Iowa, for the purpose of the construction, installation and maintenance of the following described public improvement:

Public Right-of-way

In connection herewith it is specifically agreed that by this easement, the City of Huxley shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

It is further agreed that no permanent improvement shall be built or placed upon the above described easement, and that if such improvements are built or constructed, in violation of this easement, the City of Huxley shall in no way be responsible for any damages thereto resulting from the construction, reconstruction, maintenance or repair of the aforesaid improvements.

That the grantors do hereby covenant with the said grantee, and successors in interest, that said grantors hold said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be hereinabove stated; that said grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees. Grantee's obligation to indemnify and hold Grantor harmless under this Section explicitly includes but shall not be limited to: (i) any claim or liability related to any and all liens filed against or attaching to Grantor's Property resulting from or arising out of Grantee's use of the Easements or construction activities and not caused by

Grantor; and (ii) any claim or liability brought by third parties such as neighboring landowners resulting from or arising out of Grantee's use of the Easements and not caused by Grantor.

Nothing in this easement shall be construed so as to prevent the Grantor from operating and maintaining the Heart of Iowa Nature trail, and its attendant recreational uses.

IN WITNESS WHEREOF WE have hereunto affixed our hands this _____ day of ___, 20_____.

_____
Story County

STATE OF_____)
) ss.
COUNTY OF_____)

On the _____ day of _____, 20_____, before me, a Notary Public in and for said State, personally appeared _____ ___ (signatory name/s), to me personally known, and, who, being by me duly sworn, did say that they are the chair person of the County Board of Supervisors, of the County of _____ _____ , Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in (Ordinance No._____ passed) of (the Resolution adopted) by the Board of Supervisors on the _____ day of _____, 20_____, and that_____(signatory names) acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

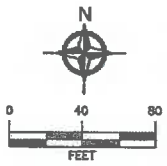
_____
Notary Public in and for the State of _____
My commission expires _____, 20___

Index Legend	
City:	Huxley, Iowa
County:	Story
Parcel ID:	1324400500
Description:	Pt. SE 1/4 SE 1/4 Sec 24-82-24
Proprietor:	Story County Conservation Board
Surveyor:	Eric M. Green
Company:	Veenstra & Kimm, Inc.
Return to:	3000 Westown Parkway West Des Moines, IA 50266 | (515) 225-8000

ACQUISITION PLAT

FOR PUBLIC RIGHT-OF-WAY EASEMENT BEING CONVEYED TO
THE CITY OF HUXLEY, IOWA

PROPERTY OWNER:
STORY COUNTY
CONSERVATION BOARD
56461 180TH STREET
AMES, IOWA 50010
BOOK 264, PAGE 210



NE CORNER
SE 1/4 SE 1/4
SEC 24-82-24
1/2"REBAR
W/YELLOW
CAP(SPLIT)

LOT 19
LOT 20
TRAIL RIDGE PLAT 1
LOT B
560th AVENUE
(66' R-O-W)
PERSEVERANCE, LLC
CUT "X" TO BE SET
AFTER CONSTRUCTION
N84°00'38"E(M) 2343.83'(M) N84°06'50"E(R) 2344.07'(R)
S00°07'34"W(M) 1327.03'(M) S00°12'48"E(R) 1328.85'(R)
1722.40'(M)
1722.45'(R)
621.42'(M) 621.62'(R)
SE 1/4 SE 1/4
SEC 24-82-24
SW CORNER
LOT B, TRAIL RIDGE PLAT 1
1/2"REBAR W/YELLOW CAP#15219
0.28' SOUTH OF LINE
SOUTH CORNER
LOT 38, TRAIL RIDGE PLAT 1
1/2"REBAR
560th AVENUE
(66' R-O-W)
L1
L2
L3
L4
249.29'(M&R)
STORY COUNTY
CONSERVATION BOARD
C.D. VAN HOUWELING II
S1/4 CORNER
SEC 24-82-24
5/8"REBAR
LEONARD LARSON & JACQUELINE LARSON
JAMES A. BATES & ARLENE LI BATES
LARSON AGRIPRODUCTS LTD
P.O.B.
SE CORNER
SEC 24-82-24
BRASS DISC IN
CONCRETE
N89°52'51"W(M) 2686.53'(M) N89°46'52"W(R) 2686.80'(R)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°52'51"W	33.00'
L2	N00°07'34"E	245.76'
L3	N84°00'38"E	33.19'
L4	S00°07'34"W	249.29'

FIELD SURVEY COMPLETED: AUGUST 2019

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● FOUND PROPERTY MONUMENT
- ○ SET 5/8" REBAR W/YELLOW CAP#17758 (UNLESS NOTED)
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY ACQUISITION 8168 SQ.FT.

PROFESSIONAL LAND SURVEYOR
Eric M. Green
No. 17758
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed 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.

ERIC M. GREEN, P.L.S. — DATE 4/17/2020
License Number: 17758
My license renewal date is DECEMBER 31, 2021
Pages or sheets covered by this seal: ACQ-1

SURVEY FOR:
CITY OF HUXLEY
515 N MAIN STREET
HUXLEY, IA 50124
PHONE: (515) 597-2561

V&K PROJECT NUMBER 45253 DATE: REV 04-15-20

V&K
VEENSTRA & KIMM, INC.
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

EXHIBIT
ACQ-1

Prepared By: Travis Paul, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000
Return To: Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000

Easement No. 2

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, Story County, Iowa
,
of the County of Story, State of Iowa, in consideration of $ _____ in hand paid by the CITY OF HUXLEY, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Huxley, Iowa, a municipal corporation, in the County of Story, State of Iowa, an easement under, through and across the following described real estate:

A part of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right-of-way lying in Story County, Iowa more particularly described as follows:

All that part of the aforementioned Railroad Company's right-of-way in Section 19, Township 82 North, Range 23 West of the 5th P.M., in the City of Huxley, Story County, Iowa, excepting therefrom, a 300 foot wide parcel of land being 150 feet on either side of the centerline of Interstate 35 located in the SE¼ of the SW¼ of said Section 19.

Temporary Construction Easement (see attached Exhibit EAS-2)
Said temporary easement being more particularly described as follows:

Commencing at the Southwest corner of said Section 19; thence North 00°07'34" East along the West line of the Southwest 1/4 of said Section 19, 98.55 feet to the Northwest corner of a Boundary Retracement Survey as shown in Instrument 2010-00008634 in the Story County Recorder's Office, said point being the point of beginning; thence continuing North 00°07'34" East, 170.90 feet to a point on the North line of former Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; thence North 84°13'58" East along said North line, 155.82 feet; thence South 00°07'34" West 170.90 feet to the North line of said Boundary Retracement; thence South 84°13'58" West along said North line 155.82 feet to the point of beginning, EXCEPTING THEREFROM the West 33.00 feet thereof.

Containing 20,850 square feet, more or less.

45253
Rev 03-10-20

That said easements are granted unto the City of Huxley, Iowa, for the purpose of the construction, installation and maintenance of the following described public improvement:

560TH Avenue Paving

In connection herewith it is specifically agreed that by this easement, the City of Huxley shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

The temporary construction easement shall be for a 12-month period at which time it will cease and terminate.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

It is further agreed that no permanent improvement shall be built or placed upon the above described easement, and that if such improvements are built or constructed, in violation of this easement, the City of Huxley shall in no way be responsible for any damages thereto resulting from the construction, reconstruction, maintenance or repair of the aforesaid improvements.

That the grantors do hereby covenant with the said grantee, and successors in interest, that said grantors hold said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be hereinabove stated; that said grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

IN WITNESS WHEREOF WE have hereunto affixed our hands this _____ day of ___, 20_____.

_____
Story County

STATE OF_____)
) ss.
COUNTY OF_____)

On the _____ day of _____, 20_____, before me, a Notary Public in and for said State, personally appeared _____ ___ (signatory name/s), to me personally known, and, who, being by me duly sworn, did say that they are the chair person of the County Board of Supervisors, of the County of _____ _____ , Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in (Ordinance No._____ passed) of (the Resolution adopted) by the Board of Supervisors on the _____ day of _____, 20_____, and that_____(signatory names) acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

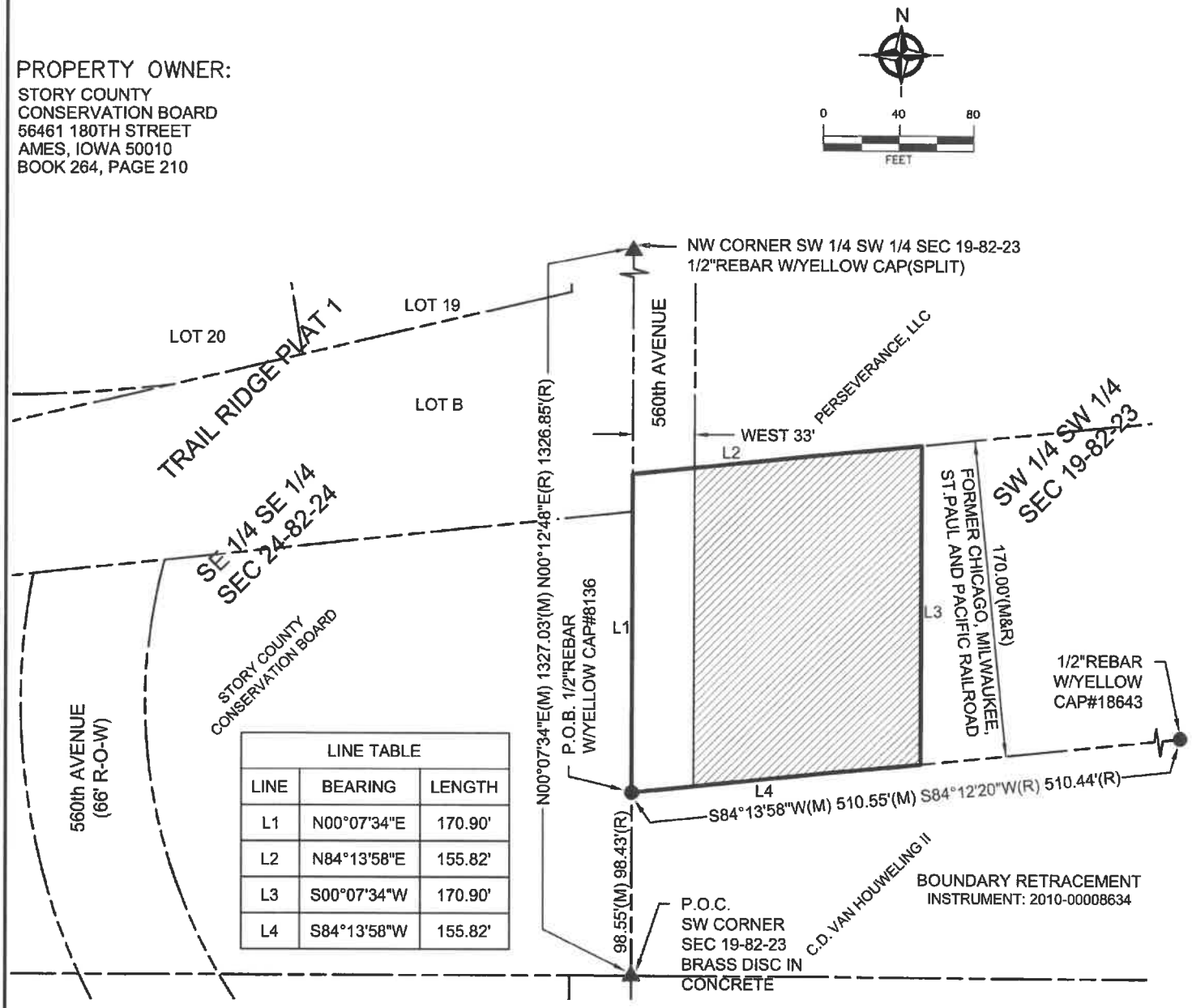
_____
Notary Public in and for the State of _____
My commission expires _____, 20___

EASEMENT DRAWING

EAS–2

FOR TEMPORARY CONSTRUCTION BEING CONVEYED TO
THE CITY OF HUXLEY, IOWA

PROPERTY OWNER:
STORY COUNTY
CONSERVATION BOARD
56461 180TH STREET
AMES, IOWA 50010
BOOK 264, PAGE 210



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°07'34"E	170.90'
L2	N84°13'58"E	155.82'
L3	S00°07'34"W	170.90'
L4	S84°13'58"W	155.82'

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- ● FOUND PROPERTY MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- TEMPORARY EASEMENT 20,850 SQ.FT.

FIELD SURVEY COMPLETED: AUGUST 2019

SURVEY FOR:
CITY OF HUXLEY
515 N MAIN STREET
HUXLEY, IA 50124
PHONE: (515) 597-2561

V&K PROJECT NUMBER 45253 DATE: REV 04-15-20

VEENSTRA & KIMM, INC.
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

SHEET
1 OF 1

Prepared By: Travis Paul, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000
Return To: Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000

Easement No. 2A

PERPETUAL EASEMENT FOR
PUBLIC RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, Story County, Iowa, of the County of Story, State of Iowa, in consideration of $ _____ in hand paid by the CITY OF HUXLEY, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Huxley, Iowa, a municipal corporation, in the County of Story, State of Iowa, an easement under, through and across the following described real estate:

Part of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 82 North, Range 23 West of the 5th P.M., in the City of Huxley, Story County, Iowa.

Perpetual Easement (see attached Exhibit ACQ-2)
Said perpetual easement being more particularly described as follows:

> Commencing at the Southwest corner of said Section 19; thence North 00°07'34" East along the West line of said Southwest 1/4 of the Southwest 1/4, 98.55 feet to the Northwest corner of a Boundary Retracement Survey as shown in Instrument 2010-00008634 in the Story County Recorder's Office, said point being the point of beginning; thence continuing North 00°07'34" East, 170.90 feet to a point on the North line of former Chicago, Milwaukee and St. Paul Railroad right-of-way; thence North 84°13'58" East along said North line, 33.18 feet; thence South 00°07'34" West 170.90 feet to the North line of said Boundary Retracement; thence South 84°13'58" West along said North line 33.18 feet to the point of beginning.

Containing 5,640 square feet, more or less.

45253
04-16-20

That said easements are granted unto the City of Huxley, Iowa, for the purpose of the construction, installation and maintenance of the following described public improvement:

Public Right-of-way

In connection herewith it is specifically agreed that by this easement, the City of Huxley shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

It is further agreed that no permanent improvement shall be built or placed upon the above described easement, and that if such improvements are built or constructed, in violation of this easement, the City of Huxley shall in no way be responsible for any damages thereto resulting from the construction, reconstruction, maintenance or repair of the aforesaid improvements.

That the grantors do hereby covenant with the said grantee, and successors in interest, that said grantors hold said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be hereinabove stated; that said grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees. Grantee's obligation to indemnify and hold Grantor harmless under this Section explicitly includes but shall not be limited to: (i) any claim or liability

related to any and all liens filed against or attaching to Grantor's Property resulting from or arising out of Grantee's use of the Easements or construction activities and not caused by Grantor; and (ii) any claim or liability brought by third parties such as neighboring landowners resulting from or arising out of Grantee's use of the Easements and not caused by Grantor.

Nothing in this easement shall be construed so as to prevent the Grantor from operating and maintaining the Heart of Iowa Nature trail, and its attendant recreational uses.

IN WITNESS WHEREOF WE have hereunto affixed our hands this _____ day of ___, 20_____.

_____
Story County

STATE OF_____)
) ss.
COUNTY OF_____)

On the _____ day of _____, 20_____, before me, a Notary Public in and for said State, personally appeared _____ (signatory name/s), to me personally known, and, who, being by me duly sworn, did say that they are the chair person of the County Board of Supervisors, of the County of _____ , Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in (Ordinance No._____ passed) of (the Resolution adopted) by the Board of Supervisors on the _____ day of _____, 20_____, and that_____(signatory names) acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

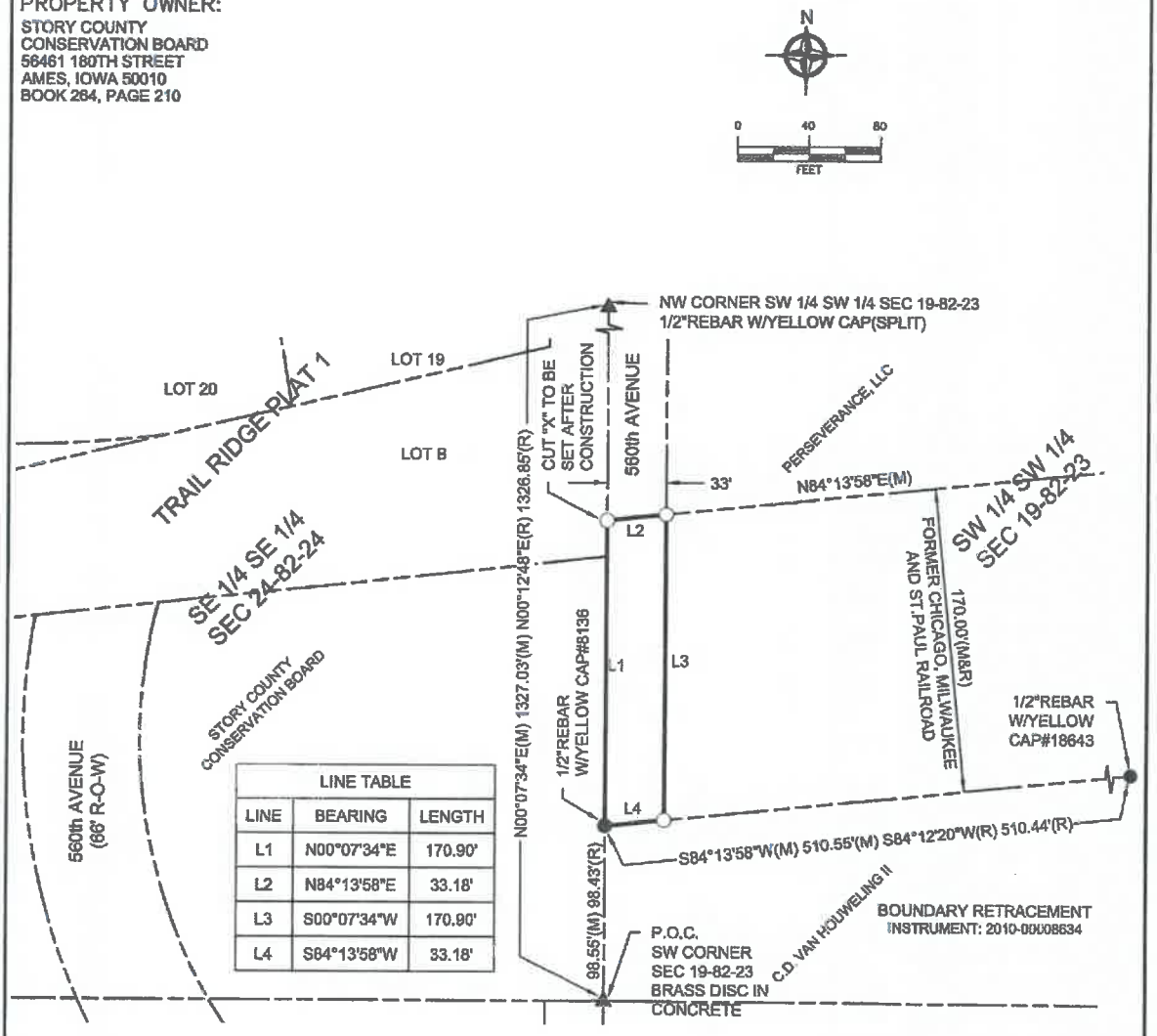
_____
Notary Public in and for the State of _____
My commission expires _____, 20__

Index Legend	
City:	Huxley, Iowa
County:	Story
Parcel ID:	1419300605
Description:	Pt. SW 1/4 SW 1/4 Sec 19-82-23
Proprietor:	Story County Conservation Board
Surveyor:	Eric M. Green
Company:	Veenstra & Kimm, Inc.
Return to:	3000 Westown Parkway West Des Moines, IA 50266 | (515) 225-8000

ACQUISITION PLAT

FOR PUBLIC RIGHT-OF-WAY EASEMENT BEING CONVEYED TO
THE CITY OF HUXLEY, IOWA

PROPERTY OWNER:
STORY COUNTY
CONSERVATION BOARD
56461 180TH STREET
AMES, IOWA 50010
BOOK 284, PAGE 210



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°07'34"E	170.90'
L2	N84°13'58"E	33.18'
L3	S00°07'34"W	170.90'
L4	S84°13'58"W	33.18'

FIELD SURVEY COMPLETED: AUGUST 2019

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● FOUND PROPERTY MONUMENT
- O SET 5/8" REBAR W/YELLOW CAP#17758 (UNLESS NOTED)
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY ACQUISITION 5640 SQ.FT.

PROFESSIONAL LAND SURVEYOR
Eric M. Green
No. 17758
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed 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.

ERIC M. GREEN, P.L.S. DATE 4/17/2020

License Number: 17758
My license renewal date is DECEMBER 31, 2021
Pages or sheets covered by this seal: ACQ-2

SURVEY FOR:
CITY OF HUXLEY
515 N MAIN STREET
HUXLEY, IA 50124
PHONE: (515) 597-2561

V&K PROJECT NUMBER 45253 DATE: REV 04-15-20

VEENSTRA & KIMM, INC.
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

EXHIBIT
ACQ-2

Prepared By: Travis Paul, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000
Return To: Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000

Easement No. 13

PERPETUAL EASEMENT FOR
PARKING AND INGRESS/EGRESS

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, Story County, Iowa, of the County of Story, State of Iowa, in consideration of $ _____ in hand paid by the CITY OF HUXLEY, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Huxley, Iowa, a municipal corporation, in the County of Story, State of Iowa, an easement under, through and across the following described real estate:

Part of the Southeast 1/4 of the Southeast 1/4 of Section 24, Township 82 North Range 24 West of the 5th P.M., in the City of Huxley, Story County, Iowa.

Perpetual Easement (see attached Exhibit EAS-13)
Said perpetual easement being more particularly described as follows:

> Commencing at the Southeast corner of said Section 24; thence North 00°07'34" East along the East line of said Southeast 1/4 of the Southeast 1/4, 249.29 feet to the Southeast corner of Trail Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Huxley, Story County, Iowa; thence South 84°00'38" West along the South line of said Trail Ridge Plat 1, 175.00 feet to the point of beginning; thence South 24°00'38" West, 42.00 feet; thence South 84°00'38" West, 78.50 feet; thence North 35°59'22" West, 42.00 feet to the South line of said Trail Ridge Plat 1; thence North 84°00'38" East along said South line 120.50 feet to the point of beginning.

Containing 3,619 square feet, more or less.

45253
04-16-20

That said easements are granted unto the City of Huxley, Iowa, for the purpose of the construction, installation and maintenance of the following described public improvement:

PARKING AND INGRESS/EGRESS

In connection herewith it is specifically agreed that by this easement, the City of Huxley shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

It is further agreed that no permanent improvement shall be built or placed upon the above described easement, and that if such improvements are built or constructed, in violation of this easement, the City of Huxley shall in no way be responsible for any damages thereto resulting from the construction, reconstruction, maintenance or repair of the aforesaid improvements.

That the grantors do hereby covenant with the said grantee, and successors in interest, that said grantors hold said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be hereinabove stated; that said grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees. Grantee's obligation to indemnify and hold Grantor harmless under this Section explicitly includes but shall not be limited to: (i) any claim or liability related to any and all liens filed against or attaching to Grantor's Property resulting from or arising out of Grantee's use of the Easements or construction activities and not caused by

Grantor; and (ii) any claim or liability brought by third parties such as neighboring landowners resulting from or arising out of Grantee's use of the Easements and not caused by Grantor.

Nothing in this easement shall be construed so as to prevent the Grantor from operating and maintaining the Heart of Iowa Nature trail, and its attendant recreational uses.

IN WITNESS WHEREOF WE have hereunto affixed our hands this _____ day of ___, 20_____.

_____
Story County

STATE OF_____)
) ss.
COUNTY OF_____)

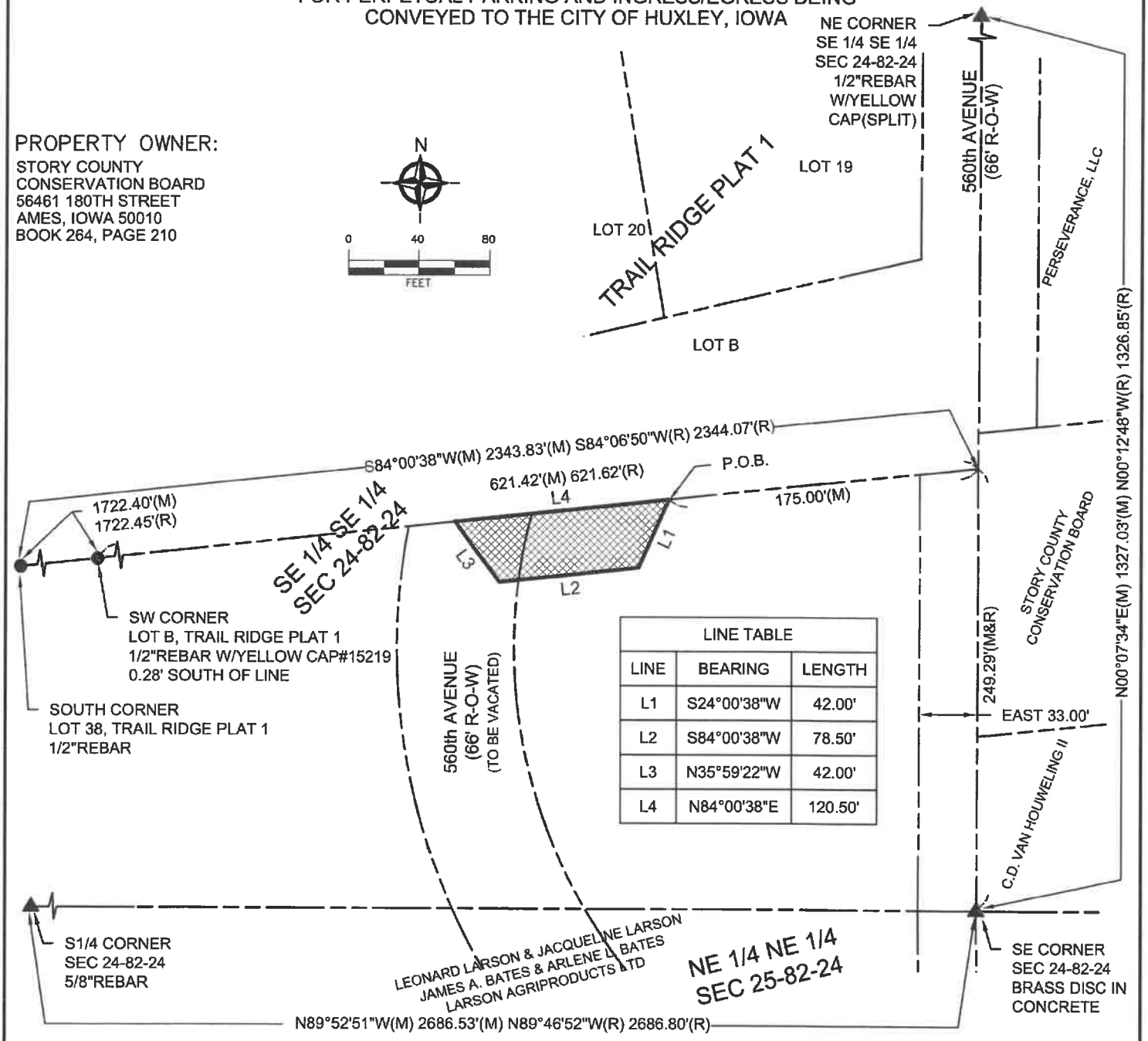
On the _____ day of _____, 20_____, before me, a Notary Public in and for said State, personally appeared _____ ___ (signatory name/s), to me personally known, and, who, being by me duly sworn, did say that they are the chair person of the County Board of Supervisors, of the County of _____ _____ , Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in (Ordinance No._____ passed) of (the Resolution adopted) by the Board of Supervisors on the _____ day of _____, 20_____, and that_____(signatory names) acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20___

EASEMENT DRAWING

EAS–13

FOR PERPETUAL PARKING AND INGRESS/EGRESS BEING CONVEYED TO THE CITY OF HUXLEY, IOWA



LINE TABLE		
LINE	BEARING	LENGTH
L1	S24°00'38"W	42.00'
L2	S84°00'38"W	78.50'
L3	N35°59'22"W	42.00'
L4	N84°00'38"E	120.50'

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- ● FOUND PROPERTY MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- PERPETUAL EASEMENT 3,619 SQ.FT.

FIELD SURVEY COMPLETED: AUGUST 2019

SURVEY FOR:
CITY OF HUXLEY
515 N MAIN STREET
HUXLEY, IA 50124
PHONE: (515) 597-2561

V&K PROJECT NUMBER 45253 DATE: REV 04-15-20

VEENSTRA & KIMM, INC.
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

SHEET
1 OF 1

Prepared By: Travis Paul, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000
Return To: Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000

Easement No. 14

PERPETUAL EASEMENT FOR STORM SEWER

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, Story County, Iowa, of the County of Story, State of Iowa, in consideration of $ _____ in hand paid by the CITY OF HUXLEY, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Huxley, Iowa, a municipal corporation, in the County of Story, State of Iowa, an easement under, through and across the following described real estate:

Part of the Southeast 1/4 of the Southeast 1/4 of Section 24, Township 82 North Range 24 West of the 5th P.M., in the City of Huxley, Story County, Iowa.

Perpetual Easement (see attached Exhibit EAS-14)
Said perpetual easement being more particularly described as follows:

> Commencing at the Southeast corner of said Section 24; thence North 00°07'34" East along the East line of said Southeast 1/4 of the Southeast 1/4, 73.00 feet; thence North 89°52'26" West, 33.00 feet to the West line of the East 33.00 feet thereof, said point being the point of beginning; thence North 33°57'55" West, 33.29 feet; thence South 86°47'44" West, 316.56 feet; thence North 03°12'16" West, 30.00 feet; thence North 86°47'44" East, 310.12 feet; thence North 00°05'03" East, 108.78 feet; thence South 44°25'08" West, 92.00 feet; thence North 42°01'16" West, 77.35 feet to the South line of Trail Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Huxley, Story County, Iowa; thence North 84°00'38" East along said South line, 18.55 feet; thence South 42°01'16" East, 50.48 feet; thence North 44°25'08" East, 64.05 feet to said South line of Trail Ridge Plat 1; thence North 84°00'38" East along said South line, 46.28 feet to the West line of the East 33.00 feet of said Southeast 1/4 of the Southeast 1/4; thence South 00°07'34" West along said West line, 172.76 feet to the point of beginning.

Containing 15,564 square feet, more or less.

45253
Rev 04-16-20

That said easements are granted unto the City of Huxley, Iowa, for the purpose of the construction, installation and maintenance of the following described public improvement:

STORM SEWER

In connection herewith it is specifically agreed that by this easement, the City of Huxley shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

It is further agreed that no permanent improvement shall be built or placed upon the above described easement, and that if such improvements are built or constructed, in violation of this easement, the City of Huxley shall in no way be responsible for any damages thereto resulting from the construction, reconstruction, maintenance or repair of the aforesaid improvements.

That the grantors do hereby covenant with the said grantee, and successors in interest, that said grantors hold said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be hereinabove stated; that said grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees. Grantee's obligation to indemnify and hold Grantor harmless under this Section explicitly includes but shall not be limited to: (i) any claim or liability related to any and all liens filed against or attaching to Grantor's Property resulting from or arising out of Grantee's use of the Easements or construction activities and not caused by

Grantor; and (ii) any claim or liability brought by third parties such as neighboring landowners resulting from or arising out of Grantee's use of the Easements and not caused by Grantor.

Nothing in this easement shall be construed so as to prevent the Grantor from operating and maintaining the Heart of Iowa Nature trail, and its attendant recreational uses.

IN WITNESS WHEREOF WE have hereunto affixed our hands this _____ day of ___, 20_____.

_____
Story County

STATE OF_____)
) ss.
COUNTY OF_____)

On the _____ day of _____, 20_____, before me, a Notary Public in and for said State, personally appeared _____ ___ (signatory name/s), to me personally known, and, who, being by me duly sworn, did say that they are the chair person of the County Board of Supervisors, of the County of _____ _____ , Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in (Ordinance No._____ passed) of (the Resolution adopted) by the Board of Supervisors on the _____ day of _____, 20_____, and that_____(signatory names) acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20___

EASEMENT DRAWING

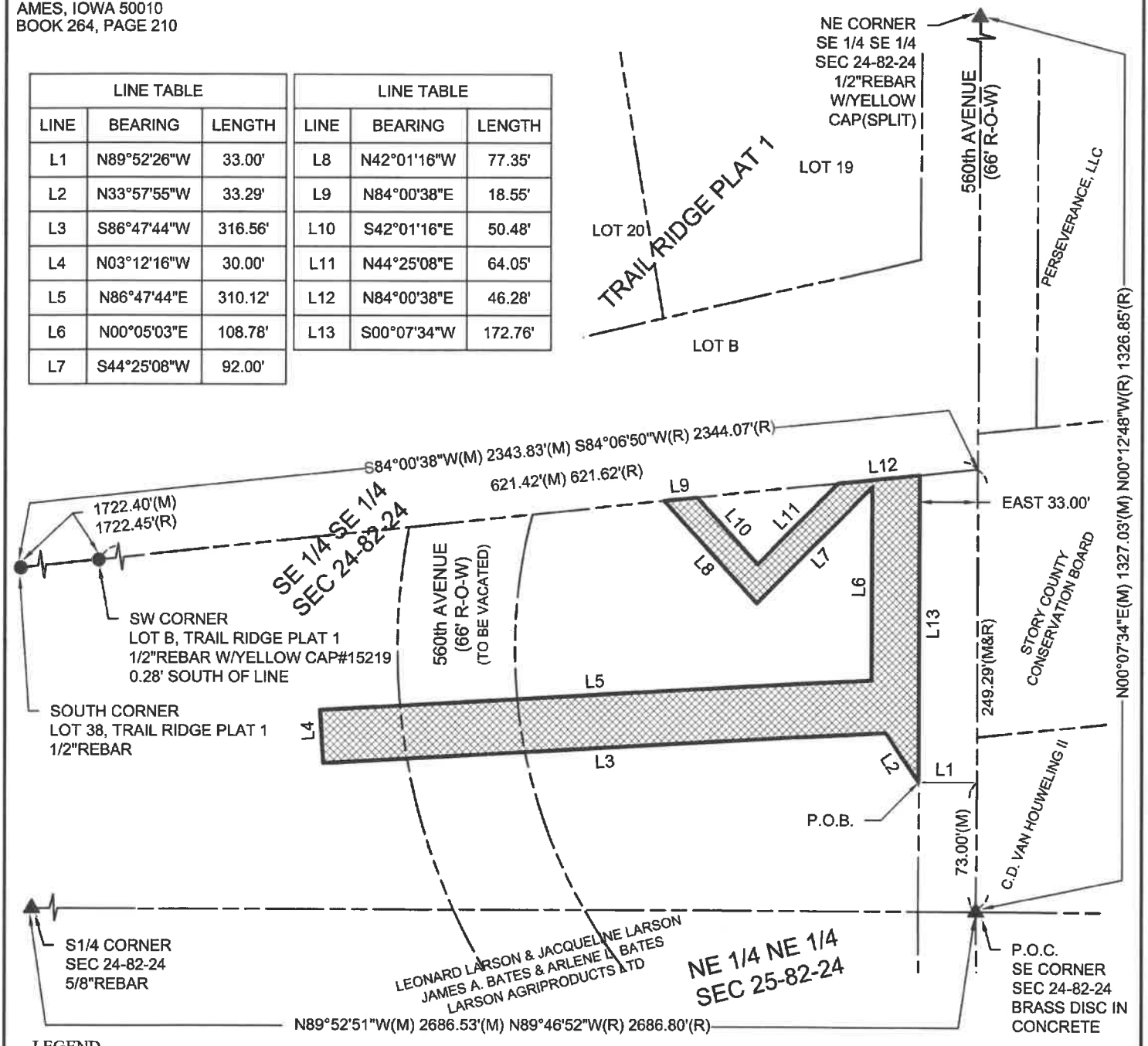
FOR PERPETUAL STORM SEWER BEING CONVEYED TO THE CITY OF HUXLEY, IOWA

EAS–14

PROPERTY OWNER:
STORY COUNTY
CONSERVATION BOARD
56461 180TH STREET
AMES, IOWA 50010
BOOK 264, PAGE 210

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°52'26"W	33.00'
L2	N33°57'55"W	33.29'
L3	S86°47'44"W	316.56'
L4	N03°12'16"W	30.00'
L5	N86°47'44"E	310.12'
L6	N00°05'03"E	108.78'
L7	S44°25'08"W	92.00'

LINE TABLE		
LINE	BEARING	LENGTH
L8	N42°01'16"W	77.35'
L9	N84°00'38"E	18.55'
L10	S42°01'16"E	50.48'
L11	N44°25'08"E	64.05'
L12	N84°00'38"E	46.28'
L13	S00°07'34"W	172.76'



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- ● FOUND PROPERTY MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- PERPETUAL EASEMENT 15,564 SQ.FT.

N

0 40 80

FEET

FIELD SURVEY COMPLETED: AUGUST 2019

SURVEY FOR:
CITY OF HUXLEY
515 N MAIN STREET
HUXLEY, IA 50124
PHONE: (515) 597-2561

V&K PROJECT NUMBER 45253 DATE: REV 04-15-20

VEENSTRA & KIMM, INC.
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

SHEET
1 OF 1

Prepared By: Travis Paul, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000
Return To: Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000

Easement No. 15

PERPETUAL EASEMENT FOR
STORM SEWER

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, Story County, Iowa, of the County of Story, State of Iowa, in consideration of $ _____ in hand paid by the CITY OF HUXLEY, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Huxley, Iowa, a municipal corporation, in the County of Story, State of Iowa, an easement under, through and across the following described real estate:

Part of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 82 North, Range 23 West of the 5th P.M., in the City of Huxley, Story County, Iowa.

Perpetual Easement (see attached Exhibit EAS-15)
Said perpetual easement being more particularly described as follows:

> Commencing at the Southwest corner of said Section 19; thence North 00°07'34" East along the West line of said Southwest 1/4 of the Southwest 1/4, 105.57 feet; thence South 89°52'26" East, 33.00 feet to the East line of the West 33.00 feet thereof, said point being the point of beginning; thence North 00°07'34" East along said East line, 40.29 feet; thence North 83°13'55" East, 104.16 feet; thence South 06°46'05" East, 40.00 feet; thence South 83°13'55" West, 109.00 feet to the point of beginning.

Containing 4,263 square feet, more or less.

That said easements are granted unto the City of Huxley, Iowa, for the purpose of the construction, installation and maintenance of the following described public improvement:

STORM SEWER

In connection herewith it is specifically agreed that by this easement, the City of Huxley shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

It is further agreed that no permanent improvement shall be built or placed upon the above described easement, and that if such improvements are built or constructed, in violation of this easement, the City of Huxley shall in no way be responsible for any damages thereto resulting from the construction, reconstruction, maintenance or repair of the aforesaid improvements.

That the grantors do hereby covenant with the said grantee, and successors in interest, that said grantors hold said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be hereinabove stated; that said grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees. Grantee's obligation to indemnify and hold Grantor harmless under this Section explicitly includes but shall not be limited to: (i) any claim or liability related to any and all liens filed against or attaching to Grantor's Property resulting from or arising out of Grantee's use of the Easements or construction activities and not caused by

Grantor; and (ii) any claim or liability brought by third parties such as neighboring landowners resulting from or arising out of Grantee's use of the Easements and not caused by Grantor.

Nothing in this easement shall be construed so as to prevent the Grantor from operating and maintaining the Heart of Iowa Nature trail, and its attendant recreational uses.

IN WITNESS WHEREOF WE have hereunto affixed our hands this _____ day of ____, 20_____.

_____
Story County

STATE OF_____)
) ss.
COUNTY OF_____)

On the _____ day of _____, 20_____, before me, a Notary Public in and for said State, personally appeared _____ ___ (signatory name/s), to me personally known, and, who, being by me duly sworn, did say that they are the chair person of the County Board of Supervisors, of the County of _____ _____ , Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in (Ordinance No._____ passed) of (the Resolution adopted) by the Board of Supervisors on the _____ day of _____, 20_____, and that_____(signatory names) acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

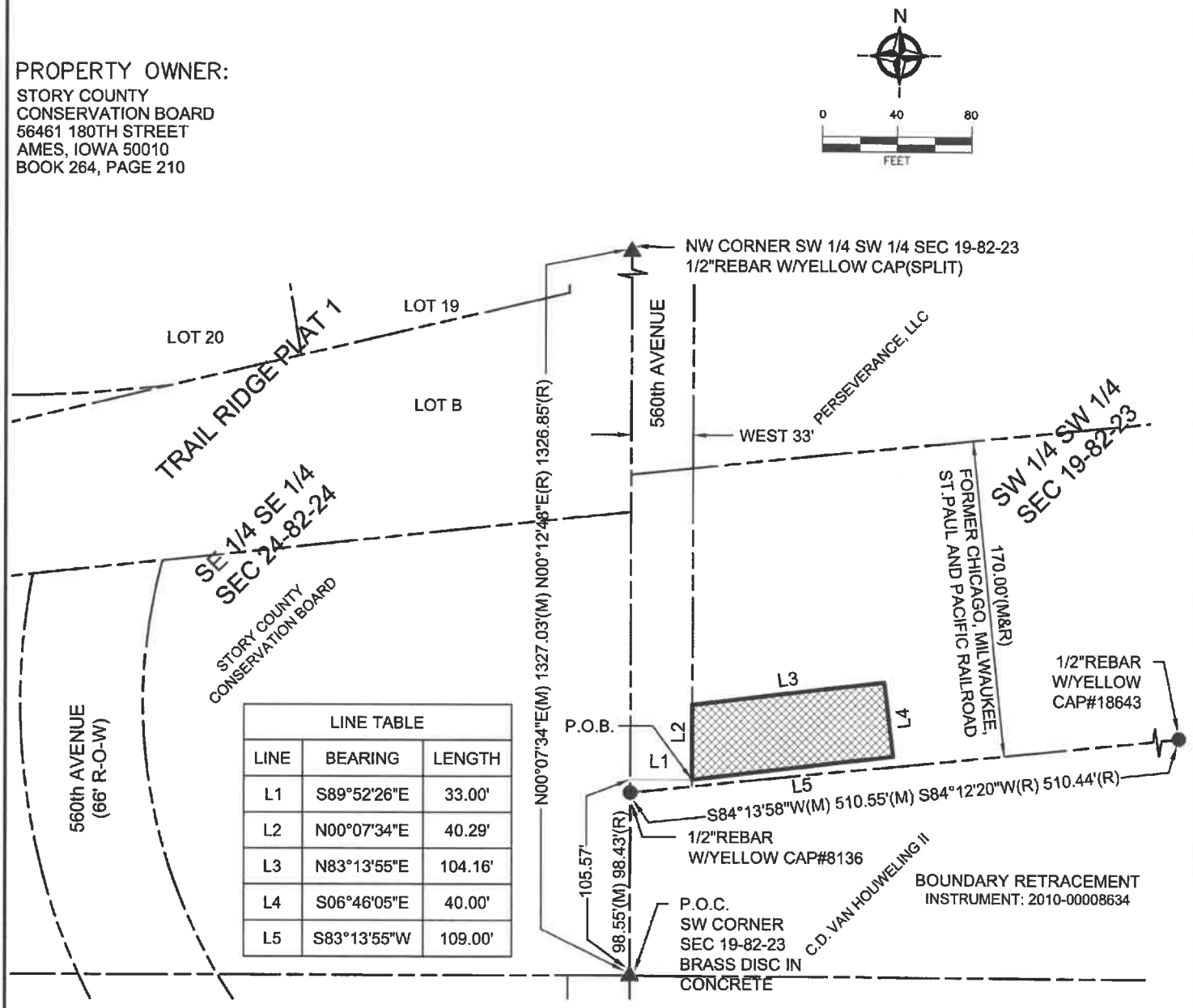
_____
Notary Public in and for the State of _____
My commission expires _____, 20___

EASEMENT DRAWING

EAS–15

FOR PERPETUAL STORM SEWER BEING CONVEYED TO
THE CITY OF HUXLEY, IOWA

PROPERTY OWNER:
STORY COUNTY
CONSERVATION BOARD
56461 180TH STREET
AMES, IOWA 50010
BOOK 264, PAGE 210



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°52'26"E	33.00'
L2	N00°07'34"E	40.29'
L3	N83°13'55"E	104.16'
L4	S06°46'05"E	40.00'
L5	S83°13'55"W	109.00'

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- ● FOUND PROPERTY MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- PERPETUAL EASEMENT 4,263 SQ.FT.

FIELD SURVEY COMPLETED: AUGUST 2019

SURVEY FOR:
CITY OF HUXLEY
515 N MAIN STREET
HUXLEY, IA 50124
PHONE: (515) 597-2561

V&K PROJECT NUMBER 45253 DATE: REV 04-15-20

VEENSTRA & KIMM, INC.
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

SHEET
1 OF 1

STORY COUNTY CONSERVATION

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

Memorandum

To: Story County Conservation Board

From: Michael D. Cox, Director

Date: May 11, 2020

Re: Consideration of Grant of Easement to the City of Cambridge for Access Across County Property for Their Water Treatment Plant

---

The City of Cambridge is requesting a permanent easement across Story County Conservation property and under the Heart of Iowa Nature Trail. The City is in the process of upgrading their waste water treatment facility and needs this easement in order to place a discharge pipe for treated water. The pipe will be below grade and will be under the Skunk River bridge.

Staff urges your approval.

Approval	Disapproval
Date	Date

STORY COUNTY CONSERVATION

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

Memorandum

To: Story County Conservation Board

Through: Michael D. Cox, Director

From: Patrick Shehan, Special Projects Ranger

Date: May 11, 2020

Re: Consideration of Contract with Snyder & Associates for Construction Services in for Phase 2 of the Heart of Iowa Nature Trail Paving between Huxley and the South Skunk River Bridge.

The attached contract with Snyder & Associates secures their Construction Services to administer the paving of the Heart of Iowa Nature Trail between Huxley and the South Skunk River Bridge. The scope of these services includes construction administration, part-time construction observation, and estimated outside material testing services. This contract is hourly in accordance with the original agreement fee schedule, or attached, with not to exceed $54,390. The funding for these services are budgeted in the Energy Transfer Fund.

Staff requests your approval of this Contract.

_____ _____

Approval Disapproval

_____ _____

Date Date

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES

To: **Snyder & Associates, Inc.**
2727 SW Snyder Boulevard
Ankeny, Iowa 50023

Attn: Andy Burke
Phone: 515.964.2020
Fax: 515.964.7938

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

Client: Story County Conservation	
Project Name: Heart of Iowa Nature Trail, Phase 2 - Huxley to South Skunk River	
S&A Project Number: 119.0985	**Original Agreement Date:** 11/18/2019

DESCRIPTION OF ADDITIONAL SERVICES:
Provide construction engineering services for the above noted project. Refer to Exhibit A for further detail.

☐ Lump Sum in the amount of: $

☒ Hourly in accordance with the original agreement fee schedule, or attached, with not to exceed budget of: $ 54,390.00

☒ Document attached: Exhibit A

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental are additional service, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement.

_____ (Client)
(Type or Print Name above line)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized signature and Title)

By: _____
(Authorized signature and Title)

Date: _____

Date: _____

EXHIBIT A - SCOPE OF SERVICES

CLIENT: STORY COUNTY CONSERVATION

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: HEART OF IOWA NATURE TRAIL PAVING, PHASE 2 – HUXLEY TO SOUTH SKUNK RIVER

DATE: 03/27/2020

GENERAL:
To provide Construction phase administration and observation services for said PROJECT.

SCOPE OF SERVICES:

1. Construction Administration: Upon award of the construction contract, the PROFESSIONAL will perform the following administrative services during the construction of the project.
   a. Preconstruction Meeting – The PROFESSIONAL will arrange and conduct a preconstruction meeting with the awarded Contractor, the CLIENT, Iowa DOT, and utility companies to review project requirements and construction schedule. The PROFESSIONAL will prepare minutes of the conference and forward to attendees.
   b. The PROFESSIONAL will make available the Engineer of Record or direct supervised design engineer an estimated three (3) times for periodic site visits should the need arise during the construction of the project.
   c. The PROFESSIONAL will answer design interpretation questions from the CLIENT, Contractor, or other review agencies.
   c. Submittals Review – The PROFESSIONAL will review shop drawings, catalog cuts, test reports, and materials certifications to ensure compliance with project specifications. The PROFESSIONAL will coordinate with the CLIENT on reviews prior to final submittal to the Contractor.
   d. Pay Applications – The PROFESSIONAL will prepare pay applications based on the Contractor request for progress of work. The PROFESSIONAL will use a form that is agreeable with the CLIENT.
   e. Change Orders – The PROFESSIONAL will administer change orders and negotiate for approval by the CLIENT and Iowa DOT. Once change orders are anticipated, they will promptly be forwarded to the CLIENT for review, consideration, and comment. The PROFESSIONAL will send a draft change order using Iowa DOT standard forms to Iowa DOT staff for review and approval prior to final execution with the Contractor.
   f. Substantial Completion – The PROFESSIONAL will determine when the project is substantially complete based on project progress and specifications. Then recommend final payment to the Contractor by the CLIENT.
   g. Final Walk-Through – The PROFESSIONAL will conduct a final walk-through of completed improvements with the CLIENT and Contractor and will prepare a punch list of items to be completed by the Contractor prior to final acceptance.

h. Project close-out – The PROFESSIONAL will complete all applicable documentation as required by Iowa DOT and coordinate a final project audit with Iowa DOT staff.

2. Construction Observation: The PROFESSIONAL will oversee construction observation duties for the duration of the construction phase. It is anticipated that the Contractor is to work on week days. It is understood that 75 Working Days are allocated for this project. The PROFESSIONAL will give guidance to the project during construction, including the following;
   a. Part-time observation of the work for general compliance with the plans and specifications. Is it anticipated that observation staff will make approximately 50 field visits and provide partial day observation during these field visits for this project. PROFESSIONAL will perform full-time observation services during trail paving operations. It is understood that CLIENT will provide field observation support on days where PROFESSIONAL is not onsite. CLIENT to provide PROFESSIONAL with a written observation report on the work being performed during the visit.
   b. Preparation of diary and logs of the Contractor's activities throughout construction, including notation of extra work or changes ordered during construction. PROFESSIONAL will utilize standard Iowa DOT forms for tabulating and tracking work progress and quantities.
   c. Coordinate acceptance testing and monitoring according to the specifications. Costs associated with material acceptance testing, gradation testing, and other related testing will be performed by outside testing agencies and passed through as an expense with an estimated maximum. If costs for these services reach 80% of the estimated maximum the PROFESSIONAL will contact the CLIENT to assess the remaining work. If required, release of contingency may be needed to compensate for additional costs.
   d. Resident Engineer services provide the CLIENT with representation at the project site, however, they do not guarantee the Contractor's performance. Nor do they include responsibility for construction means, controls, methods, techniques, sequences, procedures, or safety used in the construction work.
   e. The PROFESSIONAL's field observation staff will be present during a final walk-through of completed improvements with the CLIENT and Contractor and will assist in preparation of a punch list of items to be completed by the Contractor prior to final acceptance.
   e. The PROFESSIONAL will be responsible for an observer to provide part-time observation of construction activities by the Contractor. This includes basic daily log reports, identification of installed materials, observation of installation practices and procedures, general overview of traffic control required for construction activities, and issuance of non-compliance, if required.

PROJECT FEE AND SCHEDULE:

PROFESSIONAL will complete the above services at an hourly rate with estimate maximum plus direct expenses as indicated below. Hourly rate services will be based on the attached standard fee schedule.

Task	*Description*	*Estimated Fee*
1	Construction Administration	$19,900 (hourly) + $190 (expenses) = $20,090
2	Construction Observation	$29,900 (hourly) + $1,200 (expenses) =$31,100
3	Outside Material Testing	$3,000 (estimated and passed through on invoicing)
	Total Estimated Maximum Budget	$54,390

The PROFESSIONAL will notify the CLIENT when the actual fees are at 80% of the estimated fees for the three identified tasks above and assess the work remaining. The PROFESSIONAL shall not exceed the established estimated fees for the three identified tasks above without written authorization from the CLIENT.

The PROFESSIONAL will begin work upon notice to proceed and complete the scope identified herein based on mutually agreed upon schedule with the CLIENT and Contractors start of construction.

ADDITIONAL SERVICES:

If CLIENT should request additional services related to the above-listed services or if the extent of modifications vary significantly from those listed above, the PROFESSIONAL will complete additional services on an hourly rate plus direct expenses basis upon a notice to proceed by CLIENT.

RESPONSIBILITIES OR INFORMATION TO BE PROVIDED BY CLIENT:

1. Review of pay applications, change orders, submittals, request for information (RFI), and other documentation and correspondence in a timely manner.
2. Availability for site visits during construction if requested by PROFESSIONAL.

SNYDER & ASSOCIATES, INC.
2020-21
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	$214.00	/hour
Principal I	$203.00	/hour
Senior	$182.00	/hour
VIII	$169.00	/hour
VII	$160.00	/hour
VI	$152.00	/hour
V	$142.00	/hour
IV	$132.00	/hour
III	$120.00	/hour
II	$109.00	/hour
I	$96.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	$129.00	/hour
Senior	$123.00	/hour
VIII	$115.00	/hour
VII	$106.00	/hour
VI	$95.00	/hour
V	$85.00	/hour
IV	$78.00	/hour
III	$66.00	/hour
II	$58.00	/hour
I	$50.00	/hour
Administrative		
II	$66.00	/hour
I	$54.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	

STORY COUNTY CONSERVATION

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

Memorandum

To: Story County Conservation Board

Through: Michael D. Cox, Director

From: Patrick Shehan, Special Projects Ranger

Date: May 11, 2020

Re: Consideration of construction contract award for the Heart of Iowa Nature Trail paving project between Huxley and the South Skunk River Bridge.

Bids have been received/opened by the Iowa Department of Transportation for the Phase 2 Heart of Iowa Nature Trail (HOINT) paving project. This project includes the paving of the HOINT between Huxley and the South Skunk River Bridge. Attached are the bid recommendation reports from Snyder and Associates to the SCCB. Snyder and Associates is recommending award of: 1) the construction contract to the low responsive, responsible bidder; and 2) authorization to proceed with a funding agreement with Story County for the allocation of the contract costs. Snyder and Associates is recommending to enter a funding agreement (provided and acted upon at a later date) for the Story County share of the costs--written on a not-to-exceed basis. The bid tabulation follows:

Howrey Construction, Inc..... $1,006,054.06
Absolute Concrete Construction, Inc..... $1,136,869.70
Con-Struct, Inc..... $1,138,964.00

The Engineers Opinion of Probable Construction Costs was $1,020,328.40. The low bid was 1.4% below the Engineers Opinion of Probable Construction Costs. SCCB has received two grants towards this project totaling $730,000, and this project is within our allocated budget.

Staff requests your approval of this Contract.

_____ _____

Approval Disapproval

_____ _____

Date Date

April 23, 2020

Mr. Pat Shehan
Special Projects Ranger
Story County Conservation
56461 180th Street
Ames, IA 50010-9451

RE: RECOMMENDATION OF AWARD
HEART OF IOWA NATURE TRAIL PAVING – HUXLEY TO SOUTH SKUNK RIVER BRIDGE
S&A PROJECT NO. – 119.0985.01

Dear Pat:

On Tuesday, April 21, 2020 the Iowa DOT received three (3) bids for the Heart of Iowa Nature Trail Paving – Huxley to South Skunk River Bridge project. The three bidders are noted below with the apparent bid totals:

Howrey Construction, Inc.....$1,006,054.06
Absolute Concrete Construction, Inc.....$1,136,869.70
Con-Struct, Inc.....$1,138,964.00

The Engineers Opinion of Probable Construction Costs was $1,020,328.40. The low bid was 1.4% below the Engineers Opinion of Probable Construction Costs.

You can expect contract documents from the Iowa DOT Contracts and Specifications Bureau in the near future which allows the County to either concur with and accept the bid results or reject the bids and re-let the project.

Snyder & Associates, Inc. recommends that Story County Conservation award the Heart of Iowa Nature Trail Paving –Huxley to South Skunk River Bridge project to Howrey Construction, Inc.

If you have any questions relating to the award of this project, please don't hesitate to call.

Sincerely,
SNYDER & ASSOCIATES, INC.

Andy Burke, P.E.
Project Manager

CC: Mike Cox, Director, Story County Conservation

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

CONTRACT

Letting Date: Apr 21, 2020 10:00 A.M. **Contract ID:** 85-C085-154 **Call Order No.:** 111

County: STORY **Project Engineer:** SNYDER AND ASSOCIATES (ANKENY)

Cost Center: 849300 **Object Code:** 890 **DBE Commitment:** $38,583.00

Contract Work Type: PCC SIDEWALK/TRAIL

This agreement made and entered by and between the Contracting Authority,

BOARD OF SUPERVISORS OF STORY COUNTY

and Contractor,

HOWREY CONSTRUCTION, INC.

Vendor ID: HO811 City: ROCKWELL CITY State: IA

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed herein, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto.

Contractor, for and in considerations of $ 1,006,054.06 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set fourth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Contract Time of this Contract and assigned Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid Contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.

Contract Project(s)

Contract ID: 85-C085-154 **Call Order No.:** 111
Letting Date: Apr 21, 2020 10:00 A.M.

Project Number: TAP-R-C085(154)--8T-85 **County:** STORY
Project Work Type: PCC SIDEWALK/TRAIL **Accounting ID:** 36826
Location: Heart of Iowa Natural Trail - Huxley to South Skunk River Br idge Hard Surfacing and Trail Improvements
Route: HEART OF IOWA TRAIL
Federal Aid - Predetermined Wages are in Effect

Contract Time

Contract ID: 85-C085-154 **Call Order No.:** 111
Letting Date: Apr 21, 2020 10:00 A.M.

Site ID	Site Details			Liquidated Damages
00	Late Start Date	06/22/2020	75 WORK DAYS	$1,000.00

(*) - Indicates Cost Plus Time Site. See Schedule of Items for Cost Per Unit

Notes

Contracts ID: 85-C085-154 **Call Order No.:** 111
Letting Date: Apr 21, 2020 10:00 A.M.

Notes :

There are no notes for this contract.

Contract Addenda

Contract ID: 85-C085-154 **Call Order No.:** 111
Letting Date: Apr 21, 2020 10:00 A.M.

No Addenda for this Contract.

IOWA DOT
SMARTER | SIMPLER | CUSTOMER DRIVEN

Contract Specifications List

Contract ID: 85-C085-154 **Call Order No.:** 111
Letting Date: April 21, 2020 10:00 A.M.

Note	Description
001.2015	*** STANDARD SPECIFICATIONS -- SERIES 2015 *** The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.
410.11	*** STORM WATER POLLUTION PREVENTION PLAN *** A Storm Water Pollution Prevention Plan has been developed by the Contracting Authority for one or more projects on this contract. See the project plans (or other contract document) for specific Storm Water Pollution Prevention Plan details.
500.01	*** WINTER WORK *** The free time allowed between November 15 and April 1 will not be permitted on this project. The Contractor shall work during the winter on all working days as defined in Article 1101.03 'Working Day'.
FHWA-1273.05	FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
GS-15010	GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION

Contract Specifications List

Contract ID: 85-C085-154 **Call Order No.:** 111
Letting Date: April 21, 2020 10:00 A.M.

IA20-81.0 PREDETERMINED WAGE RATE - GENERAL DECISION NUMBER IA20200081 FOR HEAVY AND HIGHWAY CONSTRUCTION -- STATEWIDE (EXCEPT SCOTT COUNTY)

Note: The Contractor shall review the contract documents and is responsible for identifying which zone(s), as defined in the Predetermined Wage Rate specification, apply to the work on the contract.

*** Additional Requirement ***
The Prime Contractor shall submit certified payrolls for itself and each approved Subcontractor weekly to the Project Engineer. The Contractor may use the Iowa D.O.T. Certified Payroll form or other approved form. The Contractor shall list the craft for each employee covered by the Predetermined Wage Rates. The Prime Contractor shall sign each of the Subcontractor's payrolls to acknowledge the submittal of the Certified Payroll.

IOWA DOT
SMARTER | SIMPLER | CUSTOMER DRIVEN

Contract Schedule

Contract ID: 85-C085-154

Awarded Vendor: HO811 HOWREY CONSTRUCTION, INC.

SECTION 0001 **PCC TRAIL ITEMS** **$1,006,054.06**

Alt Set ID: **Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2101-0850001	2.000				
	CLEARING AND GRUBBING	ACRE	4,100.00		8,200.00	
0020	2102-2710070	2,718.900				
	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	10.25		27,868.73	
0030	2102-2710090	934.500				
	EXCAVATION, CLASS 10, WASTE	CY	15.50		14,484.75	
0040	2102-2713090	118.500				
	EXCAVATION, CLASS 13, WASTE	CY	18.25		2,162.63	
0050	2110-8200000	3.200				
	CONSTRUCTION OF SOIL AGGREGATE SUBBASE	MILE	11,450.00		36,640.00	
0060	2123-7450020	167.940				
	SHOULDER FINISHING, EARTH	STA	237.50		39,885.75	
0070	2301-1032080	533.300				
	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 2 DURABILITY, 8 IN.	SY	80.00		42,664.00	
0080	2502-8212036	5,100.200				
	SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	LF	11.50		58,652.30	
0090	2502-8221306	4.000				
	SUBDRAIN OUTLET, DR-306	EACH	350.00		1,400.00	
0100	2507-3250005	44.000				
	ENGINEERING FABRIC	SY	5.00		220.00	
0110	2507-8029000	20.000				
	EROSION STONE	TON	65.00		1,300.00	
0120	2511-0300000	1,513.300				
	REMOVAL OF RECREATIONAL TRAIL	SY	12.00		18,159.60	

Contract Schedule

Contract ID: 85-C085-154

Awarded Vendor: HO811 HOWREY CONSTRUCTION, INC.

SECTION 0001 **PCC TRAIL ITEMS** **$1,006,054.06**

Alt Set ID: **Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	2511-0302600	18,535.200				
	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	SY	31.50		583,858.80	
0140	2511-0302800	56.700				
	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 8 IN.	SY	80.00		4,536.00	
0150	2511-7528101	200.000				
	DETECTABLE WARNINGS	SF	49.00		9,800.00	
0160	2518-6910000	10.000				
	SAFETY CLOSURE	EACH	300.00		3,000.00	
0170	2519-3280000	627.000				
	FENCE, FIELD	LF	6.50		4,075.50	
0180	2519-3300400	12.000				
	FIELD FENCE BRACE PANELS	EACH	275.00		3,300.00	
0190	2519-4200140	627.000				
	REMOVAL OF FENCE, FIELD	LF	2.00		1,254.00	
0200	2524-6765010	15.000				
	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	275.00		4,125.00	
0210	2526-8285000					
	CONSTRUCTION SURVEY	LUMP SUM			10,000.00	
0220	2527-9263109	1.920				
	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	900.00		1,728.00	
0230	2528-8445110					
	TRAFFIC CONTROL	LUMP SUM			18,000.00	
0240	2533-4980005					
	MOBILIZATION	LUMP SUM			40,000.00	

Contract Schedule

Contract ID: 85-C085-154

Awarded Vendor: HO811 HOWREY CONSTRUCTION, INC.

SECTION 0001 **PCC TRAIL ITEMS** **$1,006,054.06**

Alt Set ID: **Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0250	2599-9999005	13.000				
	('EACH' ITEM) 6 INCH SUBDRAIN CLEANOUT	EACH	150.00			1,950.00
0260	2599-9999005	2.000				
	('EACH' ITEM) PERFORATED STANDPIPE	EACH	275.00			550.00
0270	2599-9999010					
	('LUMP SUM' ITEM) SIGNING	LUMP SUM				12,000.00
0280	2601-2634105	11.800				
	MULCHING, BONDED FIBER MATRIX	ACRE	2,530.00			29,854.00
0290	2601-2636043	5.900				
	SEEDING AND FERTILIZING (RURAL)	ACRE	850.00			5,015.00
0300	2601-2642100	5.900				
	STABILIZING CROP - SEEDING AND FERTILIZING	ACRE	450.00			2,655.00
0310	2602-0000309	4,490.000				
	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	3.00			13,470.00
0320	2602-0000350	4,490.000				
	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	0.50			2,245.00
0330	2602-0010010	4.000				
	MOBILIZATIONS, EROSION CONTROL	EACH	500.00			2,000.00
0340	2602-0010020	1.000				
	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	1,000.00			1,000.00
			Total Bid:		**$1,006,054.06**	

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

General Decision Number: IA20200081 01/03/2020

Superseded General Decision Number: IA20190081

State: Iowa

Construction Types: Heavy and Highway

Counties: Iowa Statewide.

STATEWIDE EXCEPT SCOTT COUNTY HEAVY CONSTRUCTION PROJECTS (Does not include work on or pertaining to the Mississippi or Missouri Rivers or on Water and Sewage Treatment Plants), AND HIGHWAY PROJECTS (does not include building structures in rest areas)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

SUIA2019-001 10/18/2017

CARPENTER AND PILEDRIVERMEN:	Rates	Fringes
ZONE 1	27.92	13.28
ZONE 2	26.03	13.38
ZONE 3	26.03	13.38
ZONE 4	25.55	10.80
ZONE 5 **	24.45	9.20
CONCRETE FINISHER:		
ZONE 1	27.50	7.10
ZONE 2	27.50	7.10
ZONE 3	27.50	7.10
ZONE 4	24.85	6.10
ZONE 5	23.80	6.10

ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)		
ZONE 1, 2, AND 3	24.45	6.50
ZONE 4	23.15	6.50
ZONE 5	21.00	6.50
IRONWORKER: (SETTING OF STRUCTURAL STEEL)		
ZONE 1	30.50	10.70
ZONE 2	28.41	10.70
ZONE 3	28.41	11.00
ZONE 4	26.35	9.50
ZONE 5 **	24.50	9.05
LABORER:		
ZONE 1, 2, AND 3		
GROUP AA	25.53	9.18
GROUP A	23.15	9.18
GROUP B	21.30	9.18
GROUP C	18.22	9.18
ZONE 4		
GROUP A	20.82	8.63
GROUP B	19.50	8.63
GROUP C	16.62	8.63
ZONE 5		
GROUP A	21.32	7.18
GROUP B	18.82	7.18
GROUP C	17.97	7.18
POWER EQUIPMENT OPERATOR:		
ZONE 1		
GROUP A	31.75	14.55
GROUP B	30.20	14.55
GROUP C	27.70	14.55
GROUP D	27.70	14.55
ZONE 2		
GROUP A	31.05	14.55
GROUP B	29.45	14.55
GROUP C	26.90	14.55
GROUP D	26.90	14.55
ZONE 3		
GROUP A	29.05	23.30
GROUP B	27.25	23.30
GROUP C	26.25	23.30
GROUP D	26.25	23.30
ZONE 4		
GROUP A	30.55	11.65
GROUP B	29.41	11.65
GROUP C	27.33	11.65
GROUP D	27.33	11.65

ZONE 5		
GROUP A	27.37	9.60
GROUP B	26.33	9.60
GROUP C	24.60	9.60
GROUP D	23.60	9.60
TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)		
ZONE 1	23.85	10.85
ZONE 2	23.85	10.85
ZONE 3	23.85	10.85
ZONE 4	23.85	6.65
ZONE 5	21.90	6.65

ZONE DEFINITIONS

ZONE 1 The Counties of Polk, Warren and Dallas for all Crafts, and Linn County Carpenters only.

ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.

ZONE 3 The Cities of Burlington, Clinton, Fort Madison, Keokuk, and Muscatine (and abutting municipalities of any such cities).

ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.

ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA – {Skilled pipelayer (sewer, water and conduits) and tunnel laborers; Asbestos abatement worker} (Zones 1, 2, and 3).

GROUP A – Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; powderman tender; powderman/blaster; saw operator; sign erector*; {pipelayer (sewer, water, and conduits); tunnel laborer; Asbestos abatement worker} (Zones 4 and 5).

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching;

sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift, Asphalt breakdown roller (vibratory); Asphalt laydown machine; asphalt plant; Asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar).

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; Asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cy); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

**** CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)**
Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

*** ADDED CRAFT - SIGN ERECTOR**

WELDERS: Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in

the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers
Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. Example: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

STORY COUNTY CONSERVATION

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

Memorandum

To: Story County Conservation Board

From: Michael D. Cox, Director

Date: May 11, 2020

Re: Consideration of Acceptance of the Hannum's Mill Lowhead Dam Mitigation Phase 1 Exploratory Report

---

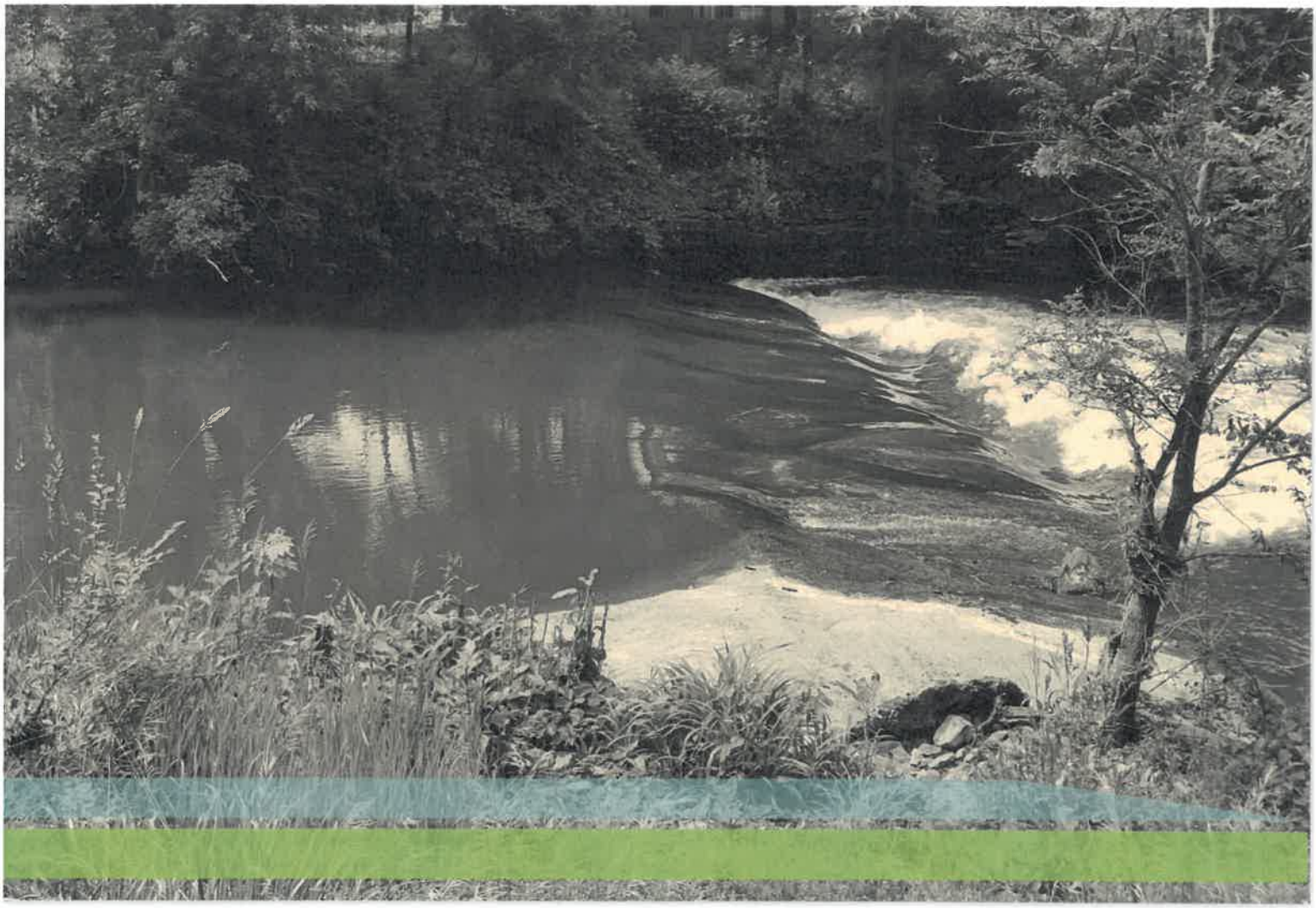
The attached report has been submitted by Houston Engineering. It offers recommendation for mitigation of the dam to allow better fish passage, safer water recreation, and preservation of audible aesthetics. The report is the culmination of stakeholder and public meetings, hydrology, cultural, and geomorphic analysis. Houston Engineering complied with contract requirements and has offered mitigation options.

I urge your acceptance of the report. Consideration of action steps will happen at a later date.

Approval	Disapproval
Date	Date

HOUSTON ENGINEERING INC.

West Des Moines, IA | HEI No. 10318_001
February 28, 2020
Revised April 21, 2020



HANNUM'S MILL DAM MITIGATION

Phase 1: Exploratory

STORY COUNTY CONSERVATION

HANNUM'S MILL DAM MITIGATION

Phase 1: Exploratory

February 28, 2020

Revised April 21, 2020

HOUSTON ENGINEERING INC.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Engineer under the laws of the State of Iowa

Lisa Odens

Lisa Odens
P24362

4-21-2020
Date

Houston Engineering, Inc.

5550 Wild Rose Lane, Suite 400
West Des Moines, IA 50266

Phone # 605.271.0378

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1 EXECUTIVE SUMMARY

This report summarizes assessment conducted by Houston Engineering, Inc. (HEI) and subcontractors addressing the potential removal or mitigation of the Hannum's Mill Dam. This exploratory phase includes a summary of public input, project goals, the identification and initiating of regulatory needs and permitting requirements, and concepts based on identified project goals.

Hannum's Mill Dam, also referred to as the "General Filter Dam" is located on the South Skunk River just north of the City of Ames (Section 23, T84N R24W, Story County, Iowa). Two private parties own the dam on the north and south banks of the river, respectively. The dam is located on a relatively straight, approximately 1,400-foot section of river, with limestone outcroppings constraining the channel. Since the early 2000s, Story County and the greater community have expressed interest in improving paddler safety by removing or mitigating the dam. In 2015, the South Skunk River Water Trail Plan was completed, and construction began on the 13th Street Dam removal (about 2.5 miles downstream of Hannum's Mill Dam). At the same time the community revived its interest in resolving the safety concerns of Hannum's Mill Dam. It sought to ensure a safe recreational opportunity while improving wildlife on the South Skunk River.

Public and core stakeholder responses that represented the greater community (private property owners, water trail users, anglers, historical, and general community interests) were collected by survey to identify primary and secondary project goals. The primary goals, which characterize a successful project, include:

- Increasing safety to paddlers, floaters, and other river users,
- Improving aquatic wildlife habitat (fish/mussel passage) and reducing sediment loading (improved water quality), and,
- Maintaining a positive visual and audible aesthetic.

Secondary goals include objectives that would improve the features of the site, specifically:

- increase the function of the site for recreation,
- maintain land accessibility (with consideration of private land ownership),
- improve the terrestrial habitat,
- maintain or improve fishing, and
- preserve out-of-stream historic remnants in-place.

To determine the complexity of permitting, assessments were performed of the biota and historic features within the anticipated project area near Hannum's Mill Dam. Biota in the project area were assessed and two state-threatened mussel species were identified, the cylindrical papershell (*Anodontoides ferrusacianus*) and the creek heelsplitter (*Lasmigona compressa*), both previously observed in the region in addition to four common mussel species. The archaeological assessment determined that the remaining features of the dam (the timbers and cross sections from the original dam below the concrete cap) retain public importance but are insufficient features to be listed or protected by the State Historical Preservation Office as stand-alone features not contributing to an intact dam and mill site.

Alternatives proposed that achieve all the primary and secondary project objectives include:

- Alternative 1: full dam removal with stream bank restoration to stabilize the channel in the project area
- Alternative 2: full dam removal with rock arch rapids and stream bank restoration to stabilize the channel in the project area.

While primary stabilization is proposed near the project site, secondary and tertiary stream bank stabilization could be implemented beyond the project site. If it is desired to evaluate stream bank stability beyond the project site then each alternative will require further modelling during to determine the necessity of in-channel and stream bank restoration designs.

Similar bank stabilization methods (e.g., J-Hook, boulder revetment, and tree revetment) are shown for both alternatives. Both alternatives propose to preserve historical features, as feasible. Project costs are estimated to be $295,000 for the Alternative 1 (full dam removal and bank stabilization) and $695,000 for Alternative 2 (dam removal and construction of rock arch rapids). This includes construction, engineering, and administrative costs, but easement costs were not considered. While rock arch rapids would in part preserve the visual features of the site, the additional cost is unlikely to be a justifiable expense with the project goals identified by the community, property owners, and core stakeholders.

The recommend course of action by HEI is Alternative 1, the removal of the dam and installation of streambank stabilization to address bank instabilities directly resulting from the dam removal. Private property owners were consulted throughout the exploratory phase and the south property owners (SPO; tax parcel IDs 0523310105 and 0523310001) prefers an inexpensive repair that maintains the audible acoustics while the property owner to the north (NPO; tax parcel ID 0523300200) and Iowa Department of Natural Resources (DNR) fisheries prefer Alternative 1. Attendees at the second public meeting determined Alternative 1 to be the most fiscally responsible solution that achieved primary and secondary project objectives. Story County Conservation (SCC) has identified both efforts as acceptable with stream bank stabilization efforts potentially expanding to address stream bank stability or habitat goals on adjoining county-owned property.

Following the agreement on an alternative and securing project funding, the project can rapidly advance to the final design and construction phases. Constructing either proposed alternative will lead to safer water trails experiences for paddlers on the South Skunk River and enhance wildlife capacity.

2 SITE HISTORY AND PROJECT BACKGROUND

2.1 LOCATION AND SITE DESCRIPTION

Hannum's Mill Dam, also referred to as the "General Filter Dam," is located on the South Skunk River in Section 23, T84N R24W, in Story County, Iowa. The site is just north of the City of Ames. The improved width of the dam, capped with mortar, is approximately 48 feet across and 3 feet tall. It sits on a shallow bedrock on one of three locations where a grade shift from 0.05% to 0.03% occurs (personal communication, Nate Hoogeveen). The dam was maintained by the United States Geological Survey (USGS) until 2004 until ownership interest was transferred to private property owners. Maintenance is currently conducted by the SCC through a maintenance agreement with the NPO. Downstream landowners include the SPOs and Story County. The dam is located within a straight approximately 1,400-foot section of river, with limestone outcroppings on the southwest bank. Approximately 600 feet downstream from the dam the South Skunk River turns nearly 180 degrees against the US Highway 69 embankment. Soper's Mill is located approximately 5.1 miles to the northeast. The 13th Street Dam, within the City of Ames, is located approximately 2.5 miles to the south east. **Figure 1** shows the location of the dam.

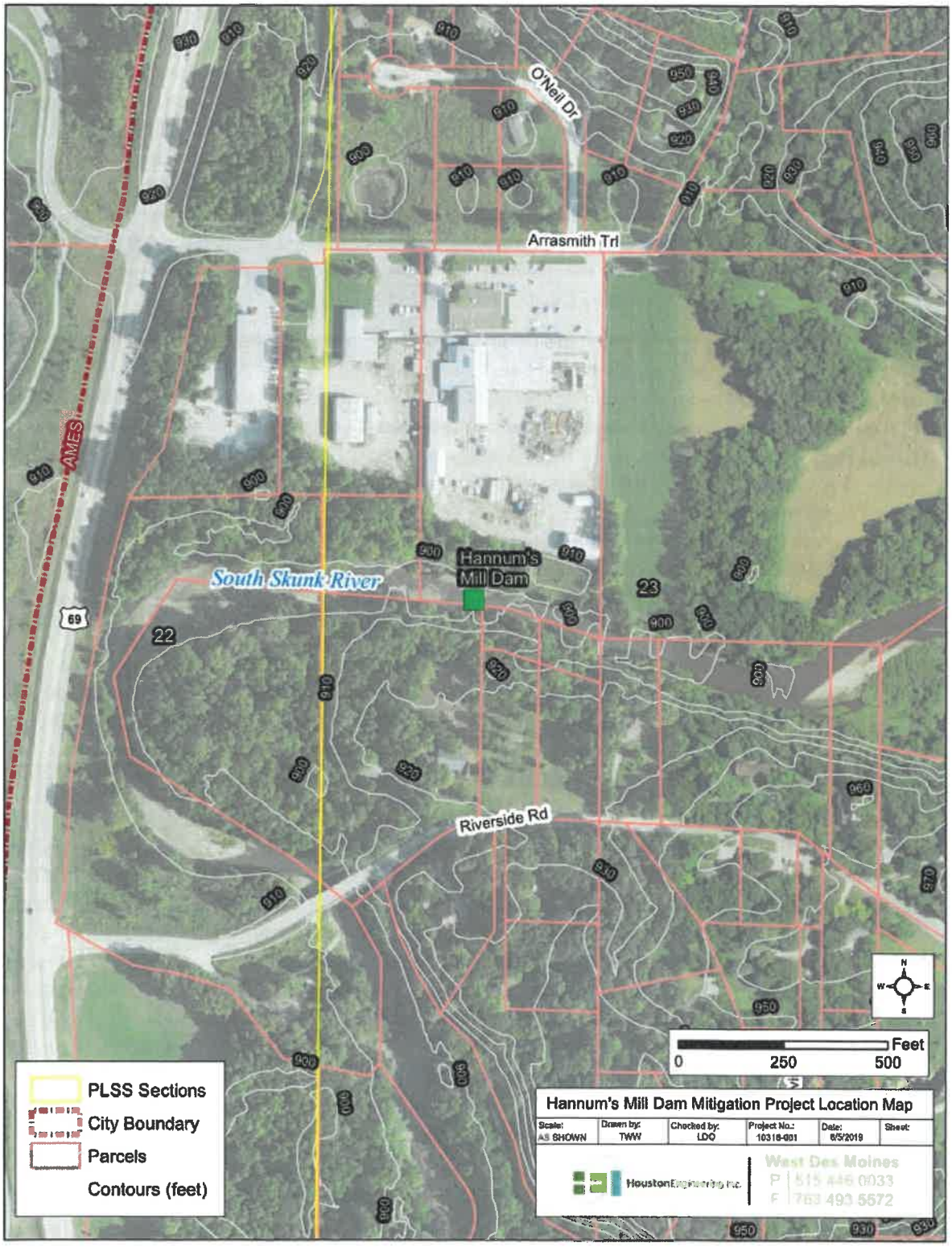


Figure 1: Hannum's Mill Dam Location

The South Skunk River originates in Hamilton County as a non-meandered stream prior to joining the North Skunk River in Keokuk County to become the Skunk River. The South Skunk River upstream of the confluence with Squaw Creek and the northern Story County line is designated a Protected Stream in Iowa Administrative Code (567 – 72.2(455B)). This designation means that no channel changes are allowed due to actual or potential adverse effects on fisheries, water quality, and flood plain management. The contributing watershed to the Hannum's Mill Dam is approximately 318 square miles and lies entirely within the Des Moines Lobe ecoregion. Soils are typical of the region with 88.7% classified as type B hydrologic soils (Soil Survey Staff, 2018) with a low mean basin slope of 1.93% (computed from a 10m digital elevation model (DEM)). The rich soils and drainage support agricultural land use, which constitutes 86.9% of the land base. Urban land use constitutes 8.33% of the basin (USGS, 2019). While the watershed is primarily agricultural, the greatest use of the river as a water trail occurs within the Skunk River Greenbelt that extends from Story City to Ames (Ji, 2010).

From 1921-2018, the daily discharge on the South Skunk River averaged 186.6 cubic feet per second (cfs). During this time a high annual mean of 667.6 cfs in 2010 and a low annual mean of 5.57 cfs in 1956 were observed. The highest daily mean discharge of 12,400 cfs was observed August 11, 2010 and also set the maximum peak stage of 19.04 feet (note that seven additional ungaged floods occurred previously that exceeded gage capacity (Barnes, 2012)). Average annual runoff during the 98-year period has averaged 8.1 inches, while the past 10-year average runoff has been 12.9 inches and 2018 had 13.8 inches. The minimum annual runoff was 1.7 inches in 2012 and the maximum was 28.78 inches in 2010. Discharge is seasonally driven with highest discharges regularly observed from March-June and low discharges commonly observed in December-January. The hydrology of the region continues to change with impacts to both total baseflow discharge and the timing of discharge. These changes are driven by common increases in precipitation in May and June (Ayers, 2018).

The USGS has operated a stream gage near Sleepy Hollow Park since 1919. The dam gage was abandoned in 1986 with the installation of a modern streamflow gage on the Riverside Road bridge approximately 1,850 feet downstream (see **Figure 1**). Ownership interest of the USGS gage number 05470000 on the left bank of the Hannum's Mill Dam—specifically the USGS gaging station—was transferred to the private property owner in the mid-2000s (left bank USGS Agreement Number 8591-07-01, authorized June 25, 2008).

Stream reaches in the vicinity of Hannum's Mill Dam exhibit a range of slope and stability concerns. Eight reaches were identified as having a severe erosion rating based on USDA-NRCS streambank erosion and sediment delivery estimate criteria (EOR, 2018; Wagner, 2016). These reaches are upstream and within 3 miles of Hannum's Mill Dam. Additionally, the right bank immediately downstream of Hannum's Mill Dam exhibits a very severe erosion rating (Wagner, 2016). These areas are identified in this technical memorandum to address known bank instability concerns on the South Skunk River in the vicinity of the Hannum's Mill Dam. The remainder of this memorandum addresses the area of interest within 400 feet upstream and downstream of the Hannum's Mill Dam.

2.2 SITE HISTORY

Hannum's Mill Dam was originally constructed as a timber mill in the 1856 by millwright Hiram Ferguson. The location was chosen due to the shallow bedrock at the site. The first owner, John Miller, used the waterpower to operate the sawmill. The mill was converted to a grist mill in the 1860's by Robert Hannum and was operated by waterpower until problems with low water forced a steam engine to be added in 1870. The limestone abutments for a bridge are still present upstream of the dam. In 1882 Hannum's Mill

was moved to Odebolt in Sac County (William, 1911; Graham, 2007). **Figure 2** shows a lithograph of the dam, dated 1875, on the South Skunk River near Ames, Iowa.

The dam functioned as an active USGS gaging station from July 1920-2003 when the USGS moved the gaging station. The Hannum's Mill Dam was converted to a weir by the USGS in 1920 and repairs were made in two phases in 1964. At that time, an estimated 180 tons of rock and broken concrete fill were used to fill the hole beneath the dam to a depth of 5 feet. 24 yards of concrete and 31 re-rods were added to the cap. The cap varied in depth from 6 inches to 24 inches deep and was approximately 10-12 feet wide. In 2003, the gaging station was moved to 20 feet downstream from the Riverside Road bridge on West Riverside Road, at which point ownership of the abandoned gaging station reverted to the landowner (USGS, personal communication, 2019).

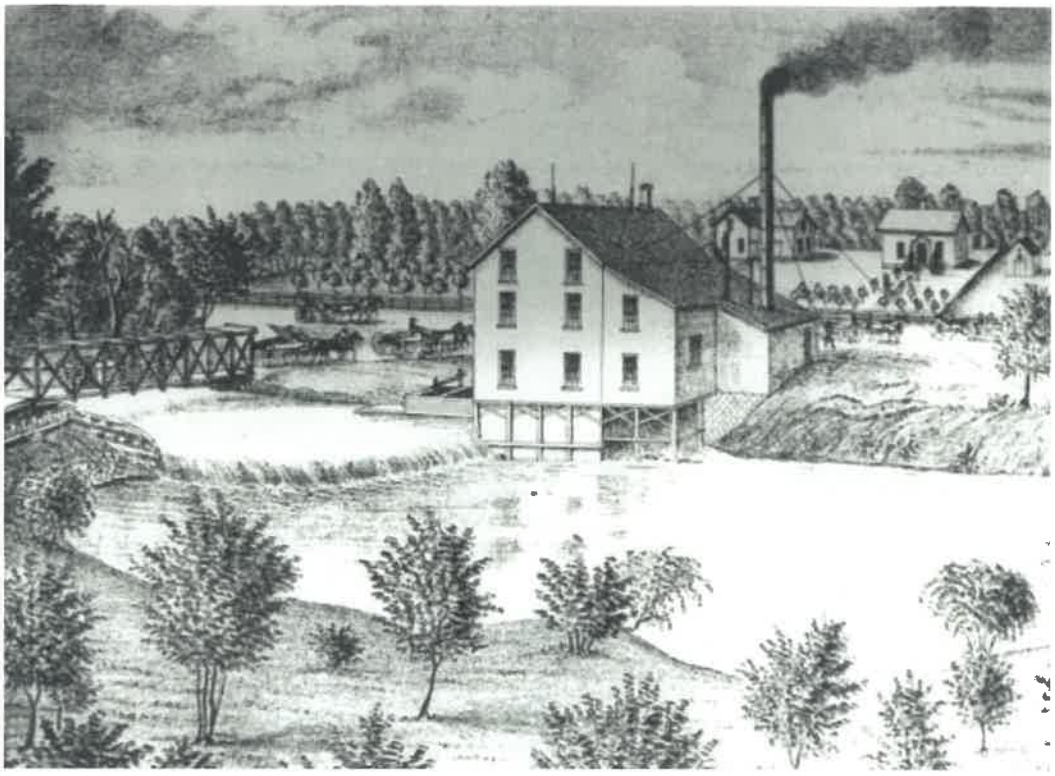


Figure 2: Hannum's Mill Lithograph 1875 (Andreas, 1875).

2.3 DESCRIPTION OF PROBLEM

Dams have historically been an engineering solution to provide recreational opportunities, provide water supply, and address channel instability by providing grade control within a degrading stream or river system. However, this solution is not without several negative effects:

- Depending on flow conditions, low head dams cause a hydraulic roller that poses a major safety concern to the public.
- Dams ecologically disconnect a river system by preventing multiple fish species from traveling upstream to optimal spawning habitats.
- Low head dams may cause bank and channel profile instabilities as they disrupt the natural sediment transport processes of the stream.

- As a structural solution, low head dams deteriorate over time and can require ongoing and expensive maintenance repairs.

These negative effects and their applicability to Hannum's Mill Dam will be discussed in this section.

2.3.1 SAFETY

The site has been responsible for several deaths. On May 3, 1963, 15-year old David Barnhart was floating down the river when his raft capsized over the dam and he was drowned (The Ames Tribune, 1963). On April 17, 2005, canoeist Thomas (Tom) Manatt was drowned (Klein, 2005). Following this death funds were donated to construct the portage around the dam.

Currently rebar protrudes from the concrete cap, increasing the chances of a canoeist or floater being snagged, capsized, and drowned. Other paddlers have noted similar situations of capsizing, though avoiding fatality (Wagner, 2016; HEI online and public surveys 2019).

Hannum's Mill Dam ranks in the 50th-74th percentile in relative risk analysis of all the low head dams as identified in the Iowa Stream Mitigation Method Version 2.0 (US Army Corps of Engineers, 2019). Factors used to assess risk include:

- proximity to population centers,
- known fatalities,
- height,
- type,
- near university/college,
- on designated water trail,
- river usage survey (total visits), and
- river usage (in-water visits).

Hannum's Mill Dam was ranked in each category, and as such is identified as a site that would benefit by improving public safety.

2.3.2 ECOLOGICAL

The South Skunk River upstream of the Hannum's Mill Dam site lies entirely within the Des Moines Lobe landform region. Agricultural land use dominates the contributing basin (greater than 85%) with less than 10% developed area in the watershed. Conversion of what was historically largely, prairie, wetland slough, and riparian wetlands (Government Land Office records) has changed the floristic nature of the catchment upstream of the Hannum's Mill Dam (US Geological Survey, 2018). The Greenbelt Conservation District — encompassing the South Skunk River riparian corridor from the northern Story County line to the City of Ames — protects the riparian corridor natural and agricultural lands through zoning regulations. The promotion of natural resource protection through soil and water conservation, drainage, and water retention, and cultural/historic restoration ordinances in this reach supports wildlife and serves as a migratory corridor. Multiple wildlife and avian assessments have been conducted during the development of the corridor to the present (e.g., Iowa Ornithologists' Union, 2019; Wagner, 2016) that support the preservation of riparian habitat to protect mature forests and fauna.

The South Skunk River has been regularly monitored by the Iowa DNR for fish and invertebrate communities. The aquatic life use for the Upper South Skunk improved from severely impaired in tributaries to moderately impaired in the main stem as of the early-2000s assessment (Wilton, 2004).

Recent surveys conducted by the DNR and the state hygienic laboratory (under contract by the DNR) to conduct fish and invertebrate survey assessments have shown an improvement in fish and benthic macroinvertebrates communities with multiple records at the nearest downstream site scoring 'fair' to 'good' (range from 'poor' to 'good'; Iowa DNR BioNet Site #811; ADBNet segment 03-SSK-934) with consistent biological communities similarly observed upstream (Iowa DNR BioNet Site #38; ADBNet segment 03-SSK-934). Iowa DNR biologist Jennifer Kurth conducted a statewide mussel survey (Kurth, 2017) and identified two species on the state-threatened species list, the Creek heelsplitter (*Lasmigona compressa*) and Cylindrical papershell (*Anodontoides ferussacianus*; Jennifer Kurth, personal communication, 2019) at multiple locations on the South Skunk River. Both species disperse with the assistance of host fish to transport developing mussels that are common within the South Skunk River (i.e., crappie, sculpin, channel catfish).

The emphasis on managing and restoring natural lands in the South Skunk River riparian zone varies by the four counties (Hamilton, Story, Boone, and Hardin) that contribute to the drainage basin in order of contributing area. Story County has set the most ambitious natural lands and wildlife goals of the four counties that are summarized in the 2016 Cornerstone to Capstone (C2C) Plan, Chapter 4. Dam mitigation for Hannum's Mill would directly address the following Story County C2C plan goals:

- NRR1.2: Preserve, enhance, and, where possible, restore the natural and beneficial functions of wetlands, streams, rivers, creeks, and lakes;
- NRR3.2: Preserve and protect the existing native plants and animals as well as re-establish them where they historically occurred; and
- NRR4.5: Provide safe biking, hiking, watercraft, fishing, hunting, camping, swimming, and equestrian opportunities within the county.

Dam removal or mitigation efforts would support C2C goals as well as facilitate community educational opportunities. These opportunities will result in community engagement and recreational opportunities.

The mitigation or removal of the Hannum's Mill Dam could improve the dispersion of both mussel species that have been observed downstream of the Hannum's Mill Dam, but in-stream habitat also determines a species range. With the mitigation of the downstream 13th Street Dam in Ames (currently in progress) the improvement of fish passage at Hannum's Mill Dam could improve upstream fish dispersal at low-flow conditions by 8.5 miles of river channel (mainstem of the South Skunk River). Analysis completed by the DNR for low head dams in Iowa rank the Hannum's Mill Dam an aquatic life passage multiplier of 0.14[1] (dimensionless ratio from 0-1, 0 low and 1 high).

2.3.3 MAINTENANCE

The dam was capped with concrete in 1964, however this cap is reaching the end of its lifespan and is due for maintenance (flow is currently passing beneath the cap at all water elevations). Rebar protrudes from the cap and river users report significant undercutting on the downstream side. The dam currently has no formal maintenance agreement or schedule, and as such will continue to deteriorate with the potential for failure increasing over time. Failure may result in a significant discharge, exacerbating downstream bank instability or an influx of sediment in the downstream channel. The US Highway 69 embankment is 1,190 feet downstream from the dam, and a dam failure could impact this embankment.

[1] Iowa Stream Mitigation Method 2.0, February 2019, 'Aquatic Life Passage Table', https://www.iowadnr.gov/Portals/idnr/uploads/RiverRestoration/Mitigation_Calculator_022819.xlsx

2.4 PROJECT INITIATION

With these issues in mind, particularly safety, the SCC Board sought services for exploratory engineering and survey.

The exploratory phase will assess the current state and potential future management of the Hannum's Mill Dam. This assessment will include soliciting public input, establishing project goals, researching and initiating regulatory needs and permitting, and developing several concepts. The concepts will be evaluated based on the project goals and public input. This exploratory phase was completed during the summer and fall of 2019. Following completion of the exploratory phase, SCC may choose to move forward with preliminary engineering of a selected concept.

2.4.1 PARTICIPANTS

Participants facilitating and funding the exploratory phase process included SCC, the motivating local entity behind the review of the Hannum's Mill Dam, and the Iowa DNR Water Trails and Dam Mitigation program. Pat Shehan was the project manager on behalf of SCC and coordinated project activities on behalf of the facilitation team.

Core stakeholders identified by the facilitation team—representative of private property owners, public organizations, and stakeholder groups—were contacted to ensure organizational staff and volunteers were aware of public stakeholder meetings. Public participation in meetings and the review of alternatives and concepts was crucial to the success of this project. Core stakeholders are discussed further in **Section 4**.

The public was informed of this project through public outreach conducted by SCC staff. Public meetings were advertised by email to the SCC listserv, public notification on the SCC website and Facebook account, and distribution to local media.

3 FIELD SURVEYS

The dam site project area includes the bridge approach immediately upstream of the Hannum's Mill Dam extending to the upstream bend approximately 790 feet upstream and approximately 400 feet downstream. Primary goals of the exploratory phase include assessing the current condition of the dam and regulatory requirements related to potential concepts. The following sections describe data gathered through topographic, archeological, and mussel survey.

3.1 CONCEPT LEVEL TOPOGRAPHICAL SURVEY

HEI completed a field survey on August 9th, 2019. Survey was completed using a Total Station. This survey assessed the South Skunk River upstream and downstream of the Hannum's Mill Dam to best reflect the topography and stream morphology of the site. Transects were identified in advance of field survey work using imagery of the South Skunk River at low-flow conditions and with LiDAR data.

3.1.1 SEDIMENT QUANTIFICATION

Field survey topography was integrated with LiDAR data (Iowa Lidar Consortium, 2007) to assess channel slope within the impoundment, specifically to assess the upstream extent of the pool, and floodplain topography above the left and right bank elevations. Using a three-dimensional wedge analysis, the likely sediment in the upstream pool is estimated to be 8,435 tons. The annual sediment

transport through Hannum's Mill Dam is estimated to be 9,041 tons per year (RUSLE analysis completed by Andy Asell with the Iowa DNR using 10-meter DEM). The sediment stored behind the dam is less than the annual sediment load estimated to be delivered to the dam annually from normal runoff, which is important as removal or mitigation is unlikely to result in a large amount of sediment that would have negative impacts on aquatic biota (e.g., smother mussel beds, impact spawning fish or nesting habitats, feeding habitat for macroinvertebrates, etc.). The low sediment volume is likely in part a result of the concrete cap being undermined and the flow of water, and the conveyance of sediment, beneath the concrete cap at all flow conditions. Based on the sediment load estimate behind the dam the removal or mitigation of the dam is unlikely to require additional management during activities nor require activities to be conducted in phases to control sediment release during each step.

3.1.2 GEOMORPHIC ASSESSMENT

The dam was originally constructed at the site due to the limestone bedrock throughout the reach. The limestone banks are not easily erodible; however, the right bank has experienced significant erosion in recent years during high water levels that induce scouring immediately downstream of the dam with the associated hydraulic drop. In addition, water velocities immediately downstream of the dam are increased (due to the change in slope), while velocities behind the dam are decreased (water impoundment by the dam and the abandoned bridge approach). This disruption in natural sediment transport processes is exacerbated by other changes within the watershed, such as changes in land use or storm intensity, which increase runoff and precipitation, respectively. Bank instability on the South Skunk River is common in the meandered reach upstream and immediately downstream of Hannum's Mill Dam. Infrastructure protection downstream of the dam along the right bank is critical to the protection of US Highway 69, receiving a very severe erosion rating, with eight upstream reaches on the outside bends of the river classified with a severe erosion designation (Wagner, 2016). Additional reaches of likely streambank instability and erosion are identified in the 2018 Countywide Watershed Assessment (EOR, 2018) with several opportunities to address severe or greater bank instability issues upstream of the dam and to enhance wildlife habitat in the region. Unstable banks and concern about property loss have been regular concerns in this reach of the river that are sand- and gravel-dominated.

Changes in sediment conveyance are observed elsewhere in this reach beginning approximately 700 feet upstream and continuing upstream to the 190th Street crossing. The channel centerline has completely inverted its form (rivers follow an approximate sine pattern to dissipate energy) since the 1930s to the late 2000s when LiDAR was flown. Since the late 2000s, the channel structure has continued to migrate over the past decade towards the previous state observed in the 1930s. Change in the river form has consistently been within the low floodplain north of Ames, Iowa, but the form is likely to continue to change with altered hydrology, characterized by higher and more sustained flows, in the watershed (Ayers, 2018). This reversal of sin curve is shown in **Figure 3**.

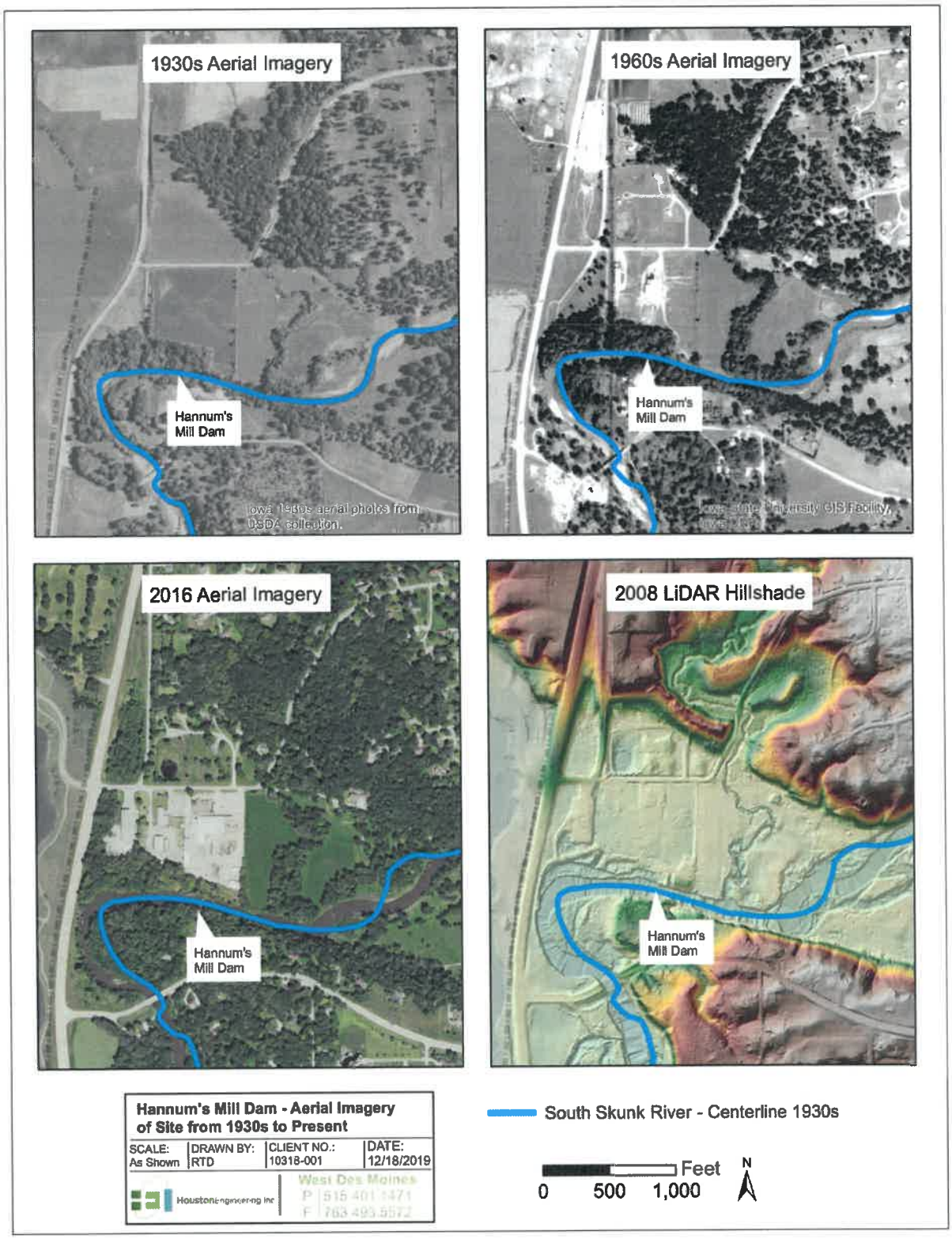


Figure 3: Comparison of Channel Location - 1930's to Present

Within 500 feet upstream of the dam, bank stability and cross-section form vary within the assessed reach, primarily as a function of the Mississippian limestone bedrock outcrop. The channel form has a broader cross-sectional profile relative to the assessment completed by the Iowa DNR at Sleepy Hollow Park downstream of the project area in 2018. The South Skunk River is restricted by the bedrock outcropping that subsequently increases the cross-sectional area from approximately 650 square feet (reference reach at Sleepy Hollow Park) by greater than 50% as discharge is consistent within the reach but the constrained channel prevents lateral connectivity of the main channel to the floodplain (inundated during 10-year or larger flood event per the FEMA 2015 statewide flood risk areas assessment[2]). The change in channel form is distinct to the South Skunk River upstream and downstream of the dam that is characterized as a C4 stream (slightly meandering and gravel-bottomed stream) to a G1 (channel constrained by bedrock with little sinuosity).

3.2 ARCHAEOLGICAL SURVEY

The Hannum's Mill Dam historic nature was identified as requiring further study due to the potential historical nature of the site by project partners as well as in previous studies of the South Skunk River (e.g., Wagner, 2016; Ballard, 1984). The area around the dam has been assessed by community residents at low flow over the decades with the most detailed professional analysis prior to the current survey completed in 1970s by David N. Ballard, Jr. (Ballard, 1984). Ballard assessed the timber structure within the dam and mapped the original upright logs from the crib and timber dam. Subsequent management by private property owners, SCC staff or volunteers, and partnerships with conservation organizations such as the National Civilian Community Corps (NCCC) or Conservation Corps Minnesota and Iowa (CCI), have improved passage for passive recreation on the South Skunk River but altered the dam structure (super- and sub-structure). The conversion of the crib and timber structure to a concrete-capped weir by the USGS is not considered historical in nature and assessment of the site reviewed below pertains to the original crib and timber structure as well as pre-European settlement history.

The project area around the Hannum's Mill Dam was assessed by Tallgrass Archaeology, LLC. between August 12-19, 2019, led by primary investigator and principal archaeologist Leah D. Rodgers. The results are presented in the report "Hannum's Mill Dam Mitigation (Phase 1: Exploratory) in Franklin Township, Story County, Iowa, Phase I Archaeological Investigation" (provided to SCC staff; not for public release by state code). The proposed project is currently in the concept stage but may be a federally assisted undertaking as it moves forward, thus falling under the requirements of Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA). Section 106 requires Federal agencies to consider the effects of their undertakings on historic properties, and to afford the Advisory Council on Historic Preservation (ACHP), the State Historic Preservation Officer (SHPO), and others as appropriate, a reasonable opportunity to comment on such undertakings.[3]

The field investigation was led by Cindy L. Nagel, Ashlynn Brown, Lisa Goffstein, Addison Marsengill, Dan McCullough, and Jeb Rosebrook. Survey included a pedestrian surface survey to identify landforms and current field conditions within the project area, systematic subsurface testing conducted as auger tests at intervals no greater than 10 meters apart. Subsequent shovel and Seymour bucket auger tests as described in Rodgers 2019. Hannum's Mill Dam was the single known site (13SR173) prior to the survey conducted by Rodgers in 2019 that identified two additional sites (13SR368 and 13SR369) that are not

[2] Iowa DNR. Flood Risk Areas. March 2015. https://geodata.iowa.gov/dataset/flood-risk-areas
[3] ACHP Section 106 Regulations Summary, accessed at http://www.achp.gov/106summary.html, February 2015 and 36 CFR Part 800 - Protection of Historic Properties incorporating amendments effective August 5, 2004, accessed at http://www.achp.gov/regs-rev04.pdf.

eligible for inclusion in the NRHP as an individual site or a contributing site to any potential historic district.

The Hannum's Mill Dam site has been significantly disturbed through the conversion of the log crib dam to a gauging weir for the USGS and the loss of all contributing infrastructure regarding mill operation. In comparison to other known mill and dam sites in Iowa, the dam and associated sites that comprise site 13SR173 do not retain sufficient integrity to be considered eligible for NHRP as an individual archaeological site.

3.3 MUSSEL SURVEY

A mussel survey was conducted August 9, 2019, by the State Hygiene Laboratory by project led by Michael W. Birmingham and joined by Iowa DNR mussel biologist Dr. Jennifer Kurth. The reach immediately upstream of the dam, including the sediment wedge, to West Riverside Road was assessed at approximately 60 cfs (USGS station 05470000 located at the West Riverside Road) with fair to marginal visibility. The survey of 300 meters of stream reach included 10 people that provided visual search of shallows as well as mask/snorkel collecting in water approximately knee to chest depth. Surveys of pools greater than 4 feet in depth was not attempted. The sample reach had mixed habitat.

Greatest mussel abundance was observed in runs with stable rocky substrates that is characteristic of riffle reaches of the South Skunk River (Survey of Sleepy Hollow Park, 2017). A total of six living species were collected, including two state-listed threatened species the cylindrical papershell (*Anodontoides ferrusacianus*) with four mussels and the creek heelsplitter (*Lasmigona compressa*) with only a single mussel. Common living and empty mussel shells included five fragile papershell (Leptodea fragilis), 13 white heelsplitter (Lasmigona complanata), 33 fatmucket (Lampsilis siliquoidea), and 66 plain pocketbook (Lampsilis cardium) with only shells found of the threeridge (Amblema plicata).

3.4 STREAM BIOTA

Monitoring of the South Skunk River in Sleepy Hollow Park has been regularly occurring since the early 2010s with macroinvertebrate and fish survey results available through the Iowa BioNet[4] web portal. Site 972 at Sleepy Hollow Park—designated 'South Skunk River Ames (US1)'—is anticipated to reflect the biological assemblage at the dam as the site is within a half mile of Hannum's Mill Dam. The indices for the warm-water system (use designations include classes A1, B(WW-1), and HH) regularly receives 'fair' to 'good' Benthic Macroinvertebrate Index of Biotic Integrity (BMIBI) with no state or federal threatened or endangered species observed. Similarly, at station 38, designated 'South Skunk River Ames' approximately 5 miles upriver of Hannum's Mill Dam, the macroinvertebrate and fish communities score good to excellent and poor to good, respectively, with no state or federal threatened or endangered species observed. The South Skunk River north of the City of Ames is a popular Small Mouth Bass fishery by river anglers and habitat improvements that improve benthic stability and reduce in-stream sedimentation are likely to improve habitat for game species.

[4] https://programs.iowadnr.gov/bionet/

4 PUBLIC INPUT IN IDENTIFYING PROJECT GOALS

Another of the primary goals of this exploratory phase is to establish goals and priorities of the project. These goals will be based on community input as well as regulatory and technical requirements.

4.1 OVERVIEW OF PUBLIC INPUT GOALS

Public infrastructure, such as dams that have a historic value to a community, require active dialogue to ensure that members of the community are provided the opportunity to share their opinions about management decisions that may alter the function or appearance of the feature. Conversations that first characterize the site, specifically what is important to the public, are critical to prioritizing features that are characteristic of the site or recreating those features as part of the future managed state. It is critical to effectively prioritize features that are unique to that community including private property owners, the public, and permitting agencies. Engagement facilitates the identification of community goals and potential permitting regulations required to identify a course of action that achieves future management goals for all parties. While permitting and regulations may require the prioritization of other unique features to the site to protect historical, ecological, or infrastructure needs of a site, the diverse community identifications are core to developing a future management conceptual design.

4.2 PUBLIC INPUT DATA GATHERING

The Hannum's Mill Dam is a historic structure. There are several local groups that are invested in the management decisions to protect the historical nature of the dam, the safety of residents using the water trail on the South Skunk River, private landowners adjacent to the dam, and angling clubs that fish the South Skunk River. The management of the dam also impacts regional partners such as the City of Ames that has invested in improving water quality in the South Skunk River, is mitigating the 13th Street Dam in the North Riverside Park on City of Ames property, and co-operates the jointly named Highway 69/Grand Avenue. Additional partners include the Iowa DNR, who is invested in ensuring public safety on state-designated water trails, and the USGS, who took ownership of the dam following the conversion of the crib and timber structure to a gauging weir in 1919. The future management decisions for the Hannum's Mill Dam impacts many vested stakeholders. Soliciting their knowledge of the site to potential impacts of management decisions that affect site features is crucial to develop an informed framework to support conceptual designs proposed for future site management.

Central stakeholders to the public input process include those participants directly impacted by management decisions to the Hannum's Mill Dam as well as those indirectly or potentially affected by modifications. Central stakeholders, including the primary representatives, identified by SCC staff are identified in **Table 1** by organization as well as primary area of interest with respect to the Hannum's Mill Dam. Individual stakeholders were informed of planned public meetings beginning in May 2019 by way of the SCC web page.

*Table 1: **Stakeholder groups** involved with management and local planning efforts on the South Skunk River.*

Organization	Organization Priority	Primary Contact
Hawkeye Fly Fishing Association	Angling	Steve Veysey
Outdoor Alliance of Story County	Water Trails	Diane Birt
Ames Anglers	Angling	Lee Huey
Skunk River Paddlers	Water Trails	Rick Dietz
Iowa DNR	Water Trails	Nate Hoogeveen

Organization	Organization Priority	Primary Contact
Iowa DNR	Fisheries	Ben Dodd
City of Ames	Infrastructure (noncontiguous)	Dustin Albrecht
Ames Historical Society	History	Carly Hlubek
Story County Historical Society	History	
Iowa DOT	Infrastructure (noncontiguous)	
USGS	Structure owner	
North Property Owner(parcels 0523310105 and 0523310001)	Landowner (right bank)	*
South Bank Owner (parcels 0523300200)	Landowner (left bank)	*

* Private property owners contacted by SCC representatives Pat Shehan and Mike Cox regarding property management goals, access, and maintenance agreements.

4.3 PUBLIC INPUT SOLICITATION FORMAT

Public input was solicited through two public meetings with an open forum as well as through an online survey. Open public input is critical to engaging the community in identifying risks or priorities not previously identified by consulting researchers or the project manager. However, forums provide qualitative feedback that prevents public responses from being equally considered amongst all participants. Surveys facilitate public response and allow for quantitative assessment across participating organizations and individuals.

4.3.1 ONLINE SURVEY FORMAT

The survey used for the Hannum's Mill Dam exploratory phase was designed to assess:

- how participants use the South Skunk River around the Hannum's Mill Dam,
- what is important to the site to them as a user,
- whether they perceive the community interests as different than their individual interests,
- what about the site is critical in representing the historic dam site, and
- what site characteristics are desirable to them as a user if the site is modified by dam removal or mitigation.

Responses encompass primary goals identified by the SCC and summarized as three groups: safety for water trail users (paddlers and tubers), ecological (fish and mussel passage, bank stability), and historical (maintenance of existing site features either on- or off-site). Permitting and infrastructure needs will also influence conceptual design criteria and will likely outweigh public priorities for conceptual design if there are areas where prioritized goals conflict.

The online survey was emailed to residents on the SCC email list July 16, 2019, posted on the SCC webpage, and advertised by social media. The survey questions were identical to those asked during the public meeting.

The online survey template can be found in **Appendix A**.

4.3.2 PUBLIC FORUM FORMAT

The first public forum was held on July 30th, 2018 at 6:00 PM at the McFarland Park Conservation Center. A presentation was given overviewing the exploratory phase of the project, the planning process,

and a history of the dam. A questionnaire was distributed after the presentation. This questionnaire had the same questions as the online survey and is shown in **Appendix B**. Following the questionnaire, the planned activity was to break into small groups to discuss the questions. This would facilitate evaluating changes in attendee response after community discussion, to evaluate community vs. individual goals. However, the group of attendees was small (10 people signed in) and mostly consisted of regulatory agency representatives, the SCC Board, and several Skunk River Paddlers. Attendees were all very well informed of the problems and issues, thus a change in questionnaire responses was deemed unlikely. Questions were discussed as a group to facilitate more robust qualitative feedback. The second public meeting (see **Section 7.5**)facilitated the review of primary and secondary goals identified in part through the first public meeting in conjunction with the review of conceptual alternatives.

4.4 ANALYSIS OF PUBLIC INPUT

Following the public forum, the questionnaires results were appended to the online survey results to form one dataset. The online survey and public forum resulted in a total of 37 responses. The following sections will describe the results of the public input solicitation.

4.4.1 RESPONDENT USER GROUPS

The first two question asked respondents 1) "How often do you use the area immediately adjacent to Hannum's Mill Dam?") and 2) "How do you enjoy the South Skunk River around the Hannum's Mill Dam? - select all ways you use the river." These two questions were used to identify user groups based on frequency and type of use. Four categories were used based on frequency: non-users, low frequency users (1 time per year), medium frequency users (2-5 times per year), and high frequency users (5 or more times per year). The categories based on use were: Water Trails (Paddler/floater), Visual Appreciation, Fishing, Audible Appreciation, and Historical Appreciation.

4.4.2 NUMERIC CODING

Multiple questions on the survey asked users to agree with statements of importance using a "Strongly Agree, Agree, Neutral, Disagree, and Strongly Disagree" format. For the purposes of quantitative analysis these statements were transformed into numerical values. Five (5) was used to signify characteristics that were important to respondents, and one (1) was used to signify characteristics that were not important to respondents.

4.4.3 IMPORTANCE OF CHARACTERISTICS (INDIVUDUAL AND COMMUNITY)

Survey participants were asked to agree with statements on the importance of characteristics of the site, (i.e., strongly agree, agree, neutral, disagree, and strongly disagree). Participants were asked their opinion and also asked about their perceived community opinion. The numeric results of these two questions are shown in **Table 2** and **Table 3** respectively. Among individual responses, the average equivalent scores indicate that all user groups "strongly agree" that "safety for river users (paddlers and tubers)" is important. All user groups except non-users strongly agreed that "Aquatic wildlife (fish/mussel passage)" is important. Generally, the average of all respondents agreed that "recreation (water trail)," "accessibility by land," "terrestrial habitat," and "fishing" are important. Participants were neutral on "water levels (maintain current elevation)" and "historic nature of the site." Some responses for "other" included: kayak canoe access, no crowds, downstream bank stability, and water quality. Unsurprising, the fishing and historical appreciation user groups ranked fishing and "historic nature of the site" respectively as more important compared to the average participant.

Survey participants' perception of community opinions generally followed similar trends. Participants perceived that "aquatic wildlife (fish/ mussel passage)" is less important to the community, but still agreed it was important. Participants perceived that fishing is more important to the community than displayed in individual responses.

*Table 2: Numeric Score by User Group: Importance of Characteristics to Individuals (**5** = High Importance, 1 = Low Importance)*

Group	Count	Safety for River Users (Paddlers and Tubers)	Aquatic Wildlife (Fish/ Mussel passage)	Recreation (Water Trail)	Accessibility by Land	Terrestrial Habitat	Fishing	Water levels (Maintain Current Elevation)	Historic Nature of the Site	Other
Water Trails (Paddler/floater)	21	4.9	4.6	4.8	3.9	4.0	3.6	3.1	2.7	2.9
Visual Appreciation	17	4.9	4.7	4.4	3.8	4.2	3.6	3.3	3.4	2.7
Fishing	11	4.7	4.5	4.6	4.3	3.8	4.9	3.1	2.6	2.7
Audible Appreciation	10	4.9	4.7	4.5	4.0	4.3	3.8	3.0	3.4	2.7
Historical Appreciation	8	4.8	4.9	4.3	3.9	4.4	3.5	3.5	3.9	2.9
High Frequency Users	8	4.6	4.9	4.6	4.4	4.4	4.4	3.9	2.6	2.9
Medium Frequency Users	11	5.0	4.5	4.5	3.9	4.1	3.4	3.5	2.8	2.5
Low Frequency Users	9	4.7	4.6	4.2	4.1	4.0	3.3	1.9	3.2	3.0
Non-Users	9	4.9	4.1	4.3	3.7	3.3	3.2	2.6	3.0	3.0
All	37	4.8	4.5	4.4	4.0	4.0	3.5	3.0	2.9	2.8

*Table 3: Numeric Score by User Group: Importance of Characteristics to the Community as perceived **by** Individuals (5 = High Importance, 1 = Low Importance)*

Group	Count	Safety for River Users (Paddlers and Tubers)	Aquatic Wildlife (Fish/ Mussel Passage)	Recreation (Water Trail)	Accessibility by Land	Terrestrial Habitat	Fishing	Water levels (Maintain Current Elevation)	Historic Nature of the Site	Other
Water Trails (Paddler/floater)	21	4.7	4.0	4.4	3.7	3.7	4.1	3.7	3.2	3.0
Visual Appreciation	17	4.8	4.3	4.5	3.6	3.9	4.1	3.5	3.6	2.8
Fishing	11	5.0	3.6	4.3	3.9	3.4	4.5	3.5	3.4	2.8
Audible Appreciation	10	4.7	4.3	4.3	3.5	4.1	4.0	3.5	3.7	2.8
Historical Appreciation	8	4.6	4.4	4.5	3.6	4.0	4.0	3.6	4.0	2.8
High Frequency Users	8	4.9	3.5	4.4	4.0	3.8	4.4	4.1	3.4	2.9
Medium Frequency Users	11	4.7	4.1	4.6	3.7	3.8	3.9	3.8	3.2	2.9
Low Frequency Users	9	4.7	4.2	4.1	3.8	3.7	4.1	2.8	3.3	2.8
Non-Users	9	5.0	3.7	4.4	3.7	3.3	3.6	2.9	3.6	2.9
All	37	4.8	3.9	4.4	3.8	3.6	4.0	3.4	3.4	2.9

4.4.4 PRESERVATION OF HISTORICAL REMNANTS

Survey participants were asked, "What potential remnant structures of the Hannum's Mill Dam are important to you to preserve?" Results of this survey question by user group are shown in **Table 4**. All user groups considered both "upstream dam pool elevations" and "in-stream dam/mill remnants as neutral or marginally important. The survey prompted for participants to list historic remnants that may be important under "other." Some responses for "other" included: remains of the historic bridge and roadbed and the out of stream mill remnants.

Table 4: Numeric Score by User Group: Preservation of Potential Historical Remnants (5 = High Importance, 1 = Low Importance)

Group	Count	Upstream Dam Pool Elevation	In-stream Dam/Mill Remnants	Other
Water Trails (Paddler/Floater)	21	2.4	2.0	2.4
Visual Appreciation	17	2.7	2.7	3.0
Fishing	11	2.5	2.2	3.0
Audible Appreciation	10	2.6	2.7	2.5
Historical Appreciation	8	2.8	3.1	3.5
High Frequency Users	8	2.5	2.1	3.5
Medium Frequency Users	11	2.8	2.3	1.0
Low Frequency Users	9	1.9	2.3	2.8
Non-Users	9	1.9	2.2	2.7
All	37	2.3	2.2	2.4

4.4.5 QUALITATIVE INPUT – WRITE-IN COMMENTS

Survey participants were asked for additional input within the survey and at the public information meeting. Through these prompts, several people commented on the safety hazard of the site in its current condition. Some participants commented on the maintenance of the portage, which has had erosion issues, and the smallmouth fishing opportunities.

When asked about what qualities make Hannum's Mill Dam unique, participants commented on its proximity to Ames and the Iowa State University (and therefore less experienced floaters), the limestone wall on the downstream south side, and the potential existence of the cribbing (protecting historic features) under the concrete cap. Public comments are summarized by survey question in **Appendix C**.

During the first public input meeting, attendees displayed similar opinions, ranking safety and recreation for paddlers as a top priority. Attendees discussed the proximity of Hannum's Mill Dam to Soper's Dam, which has already been remediated for water trail passage, and the 13th Street Dam, which is under construction to be mitigated with the construction of rock arch rapids. Attendees recognized the opportunity to create a recreational paddler feature in-between these other features, but also recognized that Hannum's Mill Dam is on private property, while the other two sites are within public parks. No consensus was formed on whether the Hannum's Mill site should be accessible and/or part of a larger park plan or if the site should be a less noticed pass through, and simply prioritize safety.

5 PROJECT GOALS

The project goals will be based on community input and regulatory requirements. Generally, it appears the community goals will not be in opposition to any regulatory requirements. Some designs may meet several project goals but fall short of meeting other goals. Therefore, it is important to establish a goal prioritization prior to reviewing concept plans. Based on the public input, field surveys, and regulatory requirements, the following list of prioritized goals has been developed.

5.1 PRIMARY GOALS

Primary goals are those necessary for the project to be considered successful.

- Increase safety to paddlers, floaters, and other river users.
- Improve aquatic wildlife habitat (fish/mussel passage)
    - Reduced sediment loading, water quality, smallmouth bass fishery, mussel habitat, etc.
- Maintain positive visual and audible aesthetic.

Increased safety for paddlers may be achieved by numerous means: removal, partial removal, rock arch, riffle, or dam modifications. Improvements to aquatic wildlife habitat may be a secondary benefit from the same actions that will increase safety for paddlers. Technical design criteria developed in support of the Iowa Stream Mitigation Method will be adhered to in the development of conceptual designs. Based on the responses to the survey, many users enjoy the visual and audible aesthetic of the area, which must be considered during concept development.

5.2 SECONDARY GOALS

Secondary goals are not necessary for the project to be successful, but achievement will improve the site's function for the community and/or stakeholders. Most of the goals listed below can be achieved by strategic design of the future selected alternative.

- Increase function of the site for recreation
- Maintain land accessibility, with consideration of private land ownership
- Improve terrestrial habitat
- Maintain or improve fishing
- Preserve out-of-stream historic remnants in-place and salvageable in-stream historic remnants off-site

Increasing the function of the site for recreation may be achieved solely with completed safety improvements; however, the project may incorporate riffles or white-water features that will make the site more of a destination for paddlers. The SCC Board should weigh the value of such features compared to the estimated project costs.

The site is owned by private property on both sides, and as such has not previously been a destination, but rather a pass through. Paddlers can get to the site via access at the North Peterson Park Access (or other upstream access), and the selected mitigation practice should be designed such that these accesses are maintained. The SCC Board should consider whether future projects should increase land accessibility to the site or maintain the current level of access.

Terrestrial habitat may include the bank vegetation and immediate floodplain vegetation. The downstream north bank has eroded significantly in recent years, and terrestrial habitat may be a consideration when designing practices to stabilize this bank.

Community members currently access the site through the portage and fish in the area from the concrete cap on the north side. While this specific fishing location may be altered during construction, fishing throughout the reach should be a consideration of the project. Fish habitat may be improved simply by improving the aquatic habitat, a primary goal, but access is not planned to be improved as the dam is located on private property.

While in-stream historic remnants did not have a significant value to the community—and are likely in a very deteriorated state—the out-of-stream historic remnants, particularly the roadway bed, are of value to the community and should be preserved. As a part of this project, SCC may choose to highlight out-of-stream historic remnants as identified in the Story County C2C Plan and South Skunk Water Trail Plan.

5.3 TECHNICAL DESIGN CRITERIA

Technical design criteria are more specific then project goals and provide a design metric by which to gauge the success of meeting project goals. Upon selection of a mitigation approach or concept, specific technical design criteria will be developed. Design criteria will be based on site specific conditions, specifically site stability as identified through hydrologic, hydraulic, and geotechnical modelling and field assessment; and DNR guidelines.

6 PERMITTING AND REGULATIONS

As a component of the Exploratory Phase 1 of the Hannum's Mill Dam project, HEI reviewed all potential regulatory/permitting requirements and implications for the proposed project alternatives. This included a review of federal, state, and local rules and laws. Through this process, we have identified the permit requirements for both alternatives and established a general strategy for each permit and agency. The following summarizes those permits, their conditions, and identifies next steps.

6.1 FEDERAL CLEAN WATER ACT PERMIT - US ARMY CORPS OF ENGINEERS

Section 404 of the federal Clean Water Act (CWA) requires permits for the discharge of dredged or fill material within a Waters of the US (WOTUS). The project will qualify for Nationwide Permit #53 for Low Head Dam Removal, rather than a more exhaustive individual permit.

The USACE cannot issue a permit without a determination regarding compliance with Section 7 of the Endangered Species Act (ESA) and Section 106 of the National Historic Preservation Act (NHPA). Regarding the ESA, there are no protected species found within the project area that may be impacted by the project. There are four ESA protected species identified as potentially present within the general area of the project, including the endangered Northern Long-Eared Bat (*Myotis septentrionalis*), the threatened Indiana Bat (*Myotis sodalist*), and upland plant species the threatened Prairie Bush-clover (*Lespedeza leptostachya*) and the threatened Western Prairie Fringed Orchid (*Platanthera praeclara*). The project area does not include any suitable habitat (prairie) for either of the flowering plant species. Regarding the two bat species, the project area likely does not include any areas suitable for roost nests or hibernacula, however, we recommend that we plan to complete any required tree removals outside of the nesting period of June-July 31.

HEI retained Tallgrass Archaeology for the investigation of the dam and surrounding structures to determine the qualification of these areas for listing as a National Register of Historic Places (NRHP). Tallgrass Archaeology determined that there are no features within or adjacent to the project area,

including what remains of the mill/dam structure, that would qualify for listing in the NRHP. Their report will be submitted to the USACE at the time of permitting to initiate coordination with the Iowa State Historic Preservation Office.

A pre-application meeting was held with Kirsten Brown with the Rock Island District of the USACE on December 4, 2019. Based on discussion with her regarding our project alternatives, we are confident that either of the project alternatives will meet the standards of the NWP #53. Next steps for permitting through the USACE include submittal of a pre-construction notification (PCN) to the Rock Island District. The PCN will include a detailed project description, construction plans (when complete), the Phase I report by Tallgrass Archaeology, and a project schedule. We recommend submitting this PCN to the USACE at least 2 months in advance of anticipated construction to ensure that the agencies have adequate timelines to complete their review.

6.2 IOWA STATE FLOODPLAIN PERMIT/STORY COUNTY FLOODPLAIN PERMIT

The project proposes construction activities within a floodplain; therefore, a permit will be required at the state level from the Iowa DNR, and the county level from Story County. A joint application form can be prepared for both to initiate project review and permit issuance. Because the project doesn't propose fill material or increasing flood elevations of the South Skunk River, we do not anticipate any difficulties with permit issuance for either alternative.

6.3 IOWA STATE SOVEREIGN LANDS PERMIT

A review of the Iowa Department of Natural Resources Sovereign Lands Program resulted in the determination that the South Skunk River is not listed as a sovereign land waterbody, and therefore a Sovereign Lands Permit is not required for the project. This was confirmed via email correspondence with Seth Moore with the Iowa DNR.

7 CONCEPTUAL DESIGNS

Alternatives proposed include Alternative 1, full dam removal with stream bank restoration to stabilize the channel in the project area and Alternative 2, full dam removal with rock arch rapids and stream bank restoration to stabilize the channel in the project area. Each alternative proposed in this exploratory phase will require further modelling during the design phase to identify the stable channel form to ensure in-channel and stream bank restoration designs are stable.

7.1 ALTERNATIVE 1 – FULL DAM REMOVAL

Alternative 1 – Full Dam removal is shown in **Figure 4**. The removal of the mortar- and concrete-capped weir that is affixed to the remnants of the original crib and timber dam structure is anticipated to undermine the integrity of the substructure. Therefore, all in-channel remnants associated with all aspects of the dam from initial construction to present day are proposed to be removed. Concrete from the weir cap would be used as fill on the right bank and covered (rebar removed prior to burial). Due to the interest in preserving original substructure components—primarily the timbers from the dam—dependent on the integrity of logs and contractor ability to remove full or partial sections, materials will be salvaged for future use by SCC, the Ames Historical Society, or use by the private property owners.

Stabilization downstream of the dam on the right bank would be needed to ensure long-term stability and protection of infrastructure. Several options are feasible, such as root wad revetment, toe-bank stabilization with limestone boulders, or J-Hook Vanes (stone or combination with trees). Stabilization would be tied into the existing downstream portage outlet. Stabilization is also proposed upstream of the dam on the north bank, where current issues may be exacerbated due to dam removal.

Alternative 1 proposes a J-hook to provide an instream feature to provide additional audible aesthetic during low flows and grade control. However, this feature is not necessary from a technical standpoint, or to meet primary project goals, but would help with channel alignment and hard armoring of the right bank. Avoiding the use of large boulders and rip rap improve the natural appearance of restoration efforts.

Additional modeling would be required to complete the design plans for the full removal of the Hannum's Mill Dam. Channel downcutting associated with dam removal is unlikely due to shallow bedrock. However, further geotechnical analysis during the next project phase could evaluate this further. With removal of the dam, the bankfull elevation upstream of the existing dam site would be lowered which may exacerbate existing upstream bank stability problems.

The cross-sectional area of the river is already restricted and exhibits a different geomorphological form than the South Skunk River both upstream and downstream beginning approximately 700 feet upstream of the current dam site (transition from a C4 to a G1 channel form). The lower water elevation and resulting bankfull elevation could impact bank stability upstream of the existing dam site requiring stabilization through toe protection and bank grading. Detailed geotechnical and hydraulic analysis to determine stable channel elevation associated with dam removal would determine bank stabilization needs upriver to ensure bank stability per the Iowa DNR River Restoration standards. Approximate stable channel form based on the cross-sectional area of the river within the project area were identified for this preliminary phase assessment to estimate project costs associated with the full removal of the Hannum's Mill Dam.

7.2 ALTERNATIVE 2 – DAM REMOVAL WITH ROCK ARCH RAPIDS

Alternative 2 – Dam removal with Rock Arch Rapids is shown in **Figure 5**. Like Alternative 1, the dam remnants are to be removed and preserved where feasible. Additional hydraulic modeling, geomorphic assessment, and geotechnical assessment can be used to design upstream and downstream streambank stabilization features.

In addition to the features of Alternative 1, Alternative 2 includes rock arch rapids, and no J-hooks. The rock arch rapids are proposed to crest at an elevation of 893.5 (resulting in half of the current dam height). The rapids are proposed with a 2% overall slope (riffle to riffle) and would be located at the site of the current dam. Rock arches are designed on a 0.6-foot drop per arch (resulting in 5 boulder arches) with continuous flow over sited boulders with water elevations at or above normal water levels. Arches on the left bank would be tied into the existing limestone bedrock. Arches on the right bank would be tied into a graded slope comprised of native field stone or other stabilization features. Native materials (limestone or glacial erratics) would be used to the greatest extent feasible.

Additional modeling would be required to complete the design plans for the rock arch rapids to ensure bank stability within the project area. Proposed arches are generic representations and the positioning of pools (including the number of arches and pools) are anticipated to be changed in the design phase based on modelling that would assist in the identification of the stable channel form.

Figure 4: Alternative 1 - Full Dam Removal

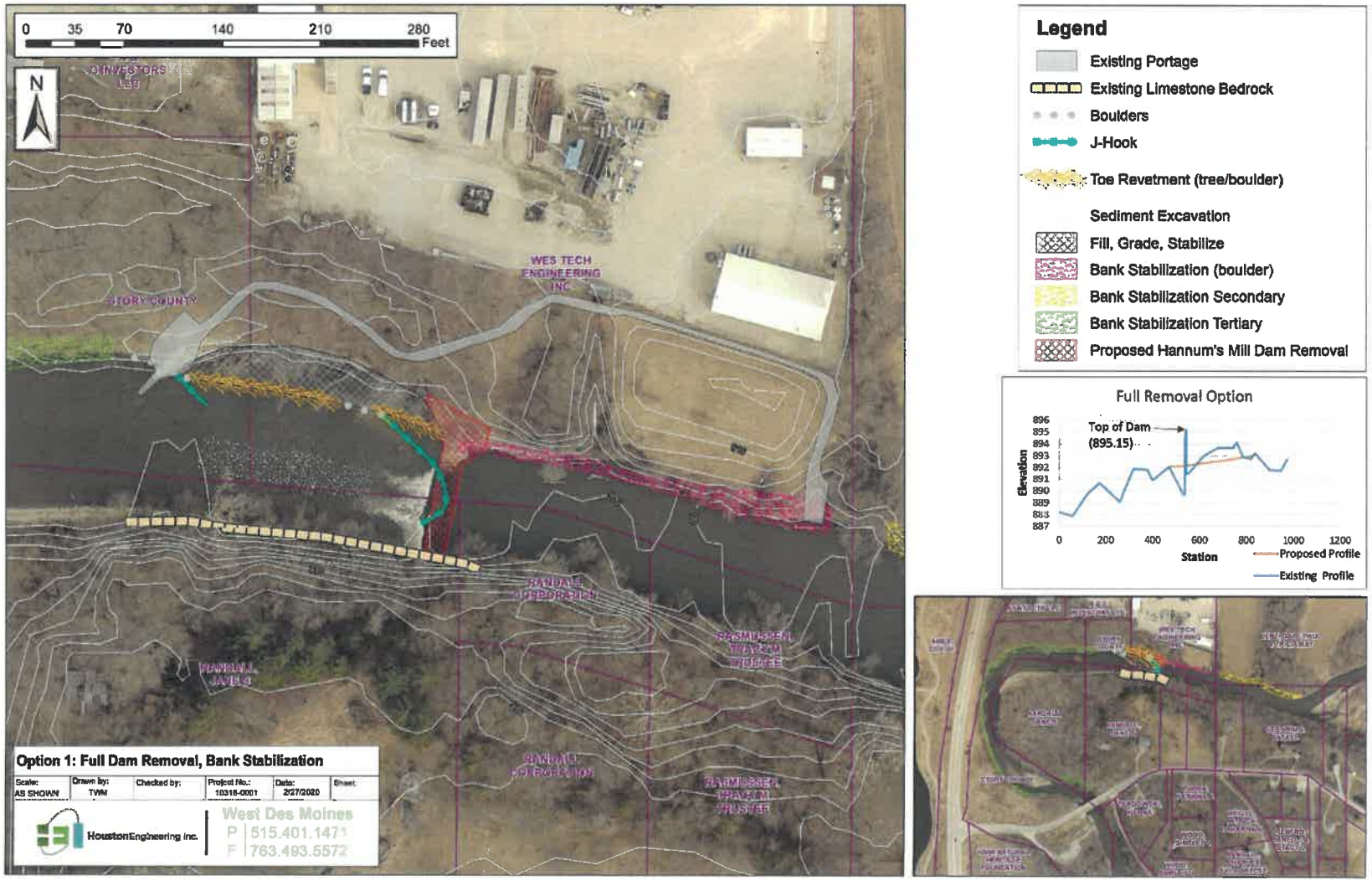
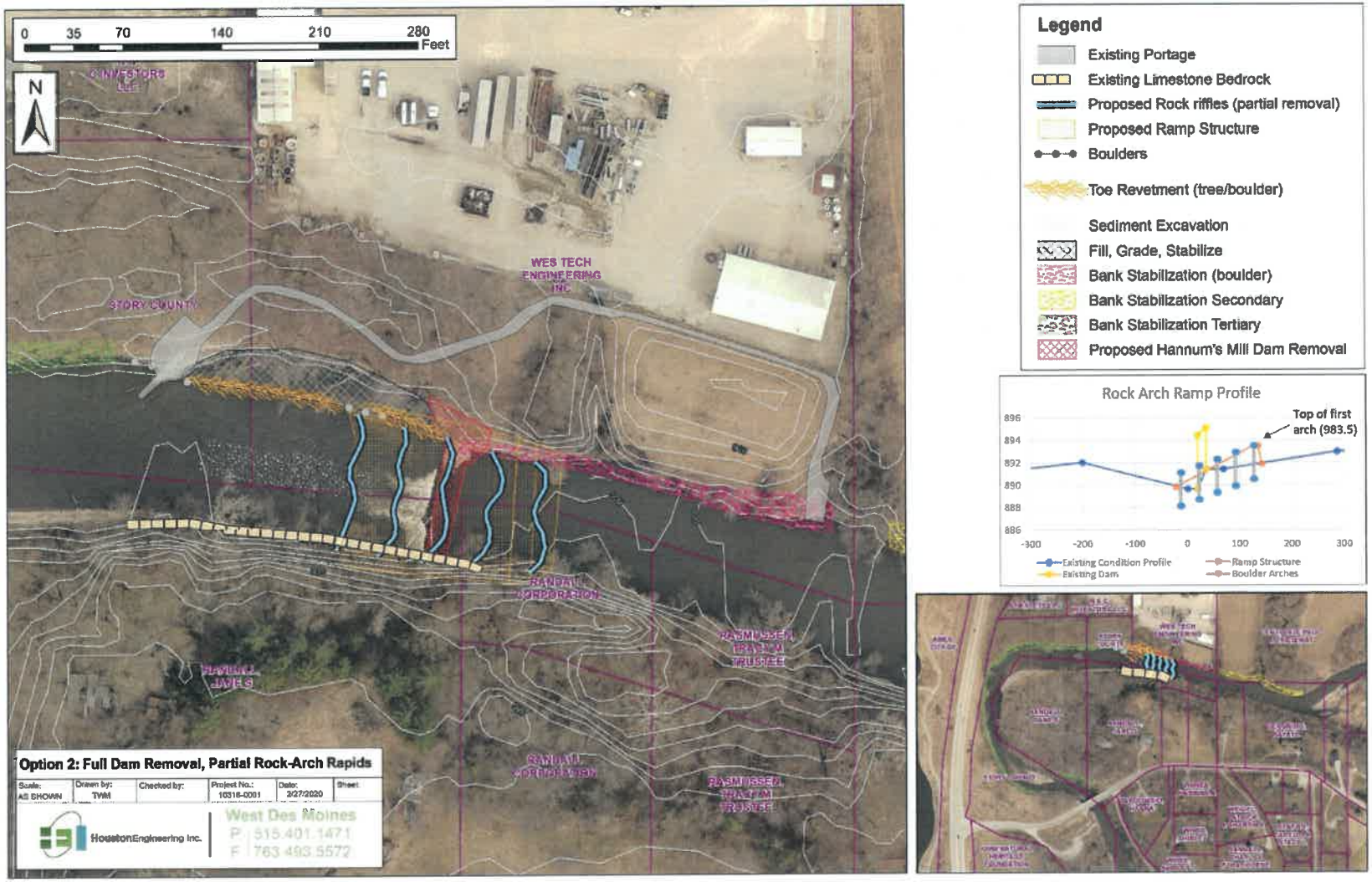


Figure 5: Alternative 2 - Full Dam Removal with Rock-Arch Rapids



7.3 SECONDARY AND TERTIARY BANK STABILIZATION

Either alternative results in a lowering of the bankfull discharge water surface elevation. Additional modeling may need to be completed to calculate the specific risk to upstream banks due to this change. As described in Section **3.1.2**, the upstream channel is currently in a state of instability, and lowering the bank full discharge water surface elevation may exacerbate the instability. Project stake holders should decide whether it is advantageous to calculate and remedy these instabilities as a part of this project or evaluate them after a mitigation strategy for Hannum's Mill Dam has been pursued and the stream has responded to the alterations.

Additionally, project stakeholders may choose to extend the scope of the construction project downstream to stabilize banks that will not be negatively affected due to removal of the dam, but would benefit from stabilization, taking advantage of economies of scale due to a contractor being mobilized to the site.

A variety of bank stabilization techniques may be pursued including toe-wood sod mat, tree revetment, root wad revetment, boulder revetment, and/or J-hook. Examples of these stabilization techniques are shown in **Figure 6** through **Figure 10.** These practices vary by the degree of permanence (i.e. hard-armoring vs soft-armoring) and are not all applicable or appropriate in all situations. Site velocities and dimensions should be considered when choosing a stabilization practice.

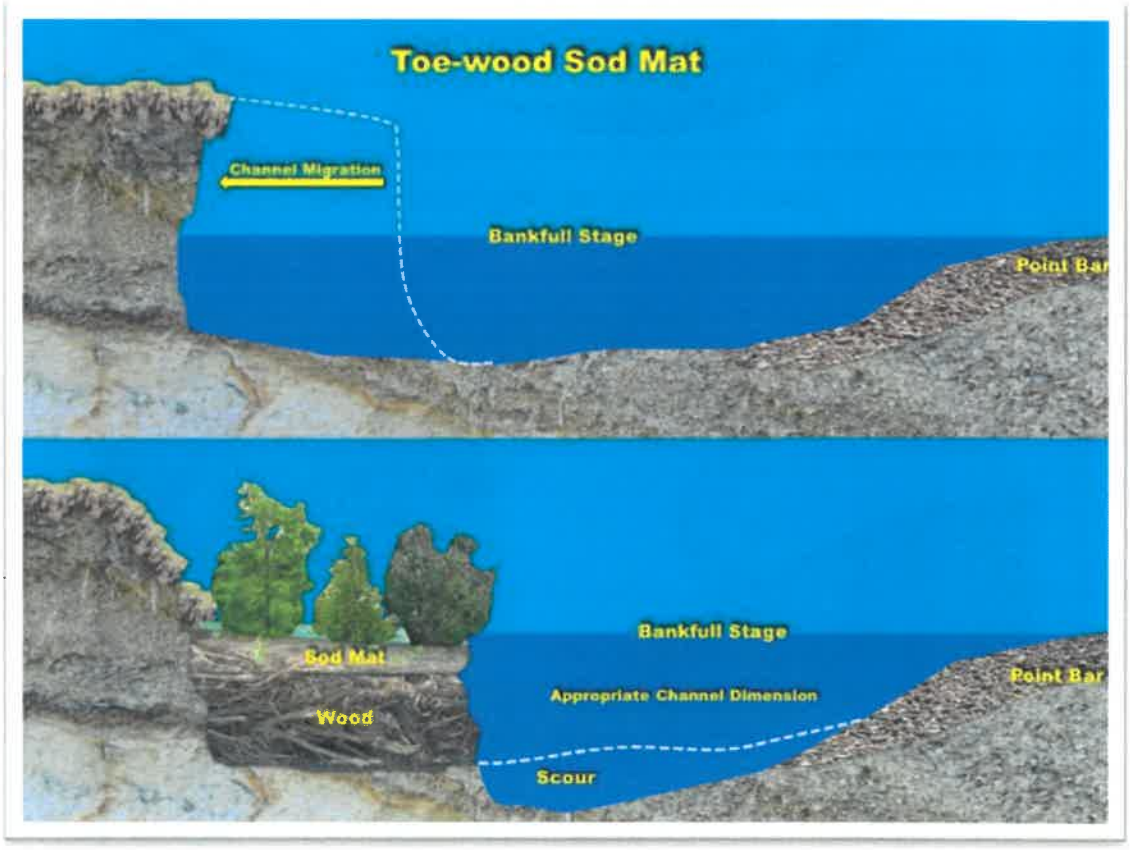


Figure 6: Toe-wood Sod Mat Typical Cross Section (MN DNR Stream Habitat Program)

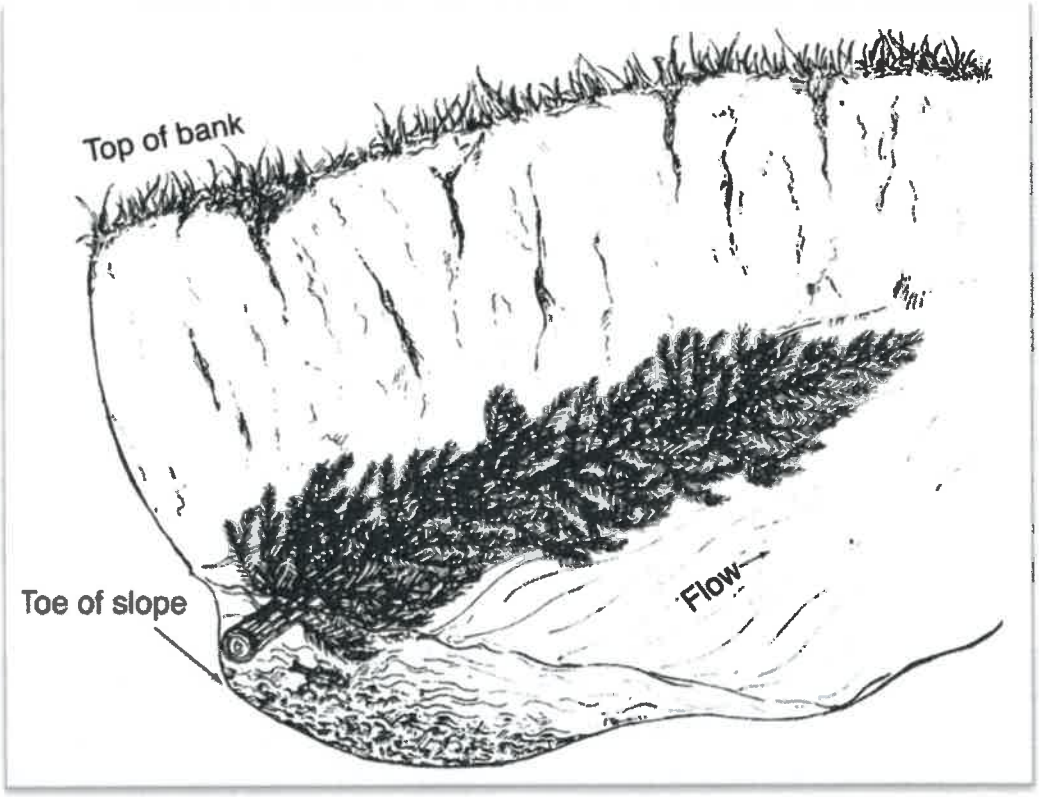


Figure 7: Tree Revetment (Ohio Division of Water)

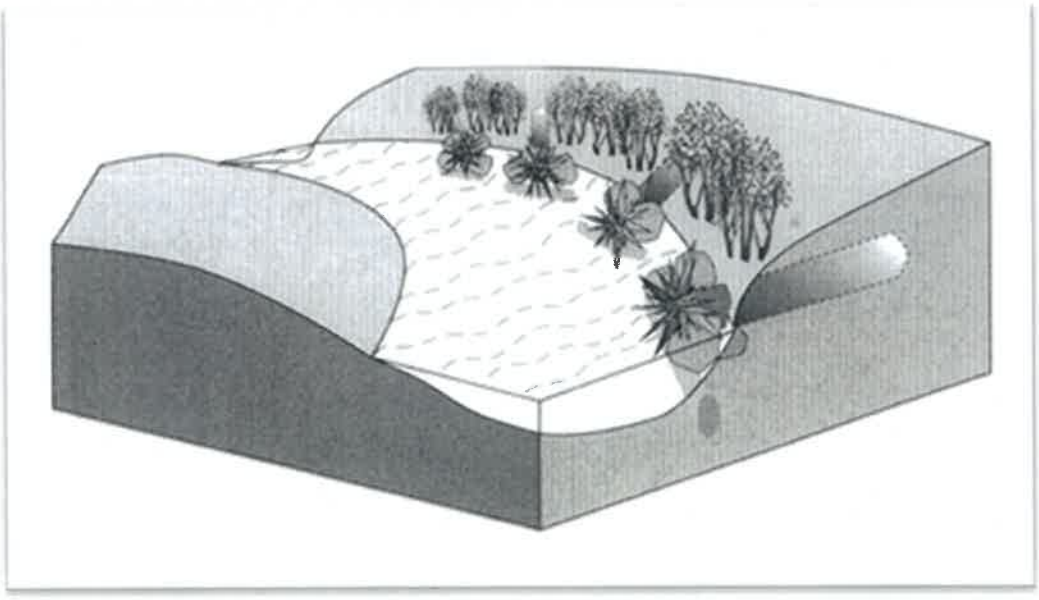


Figure 8: Root Wad Revetment (Partnership, n.d.)

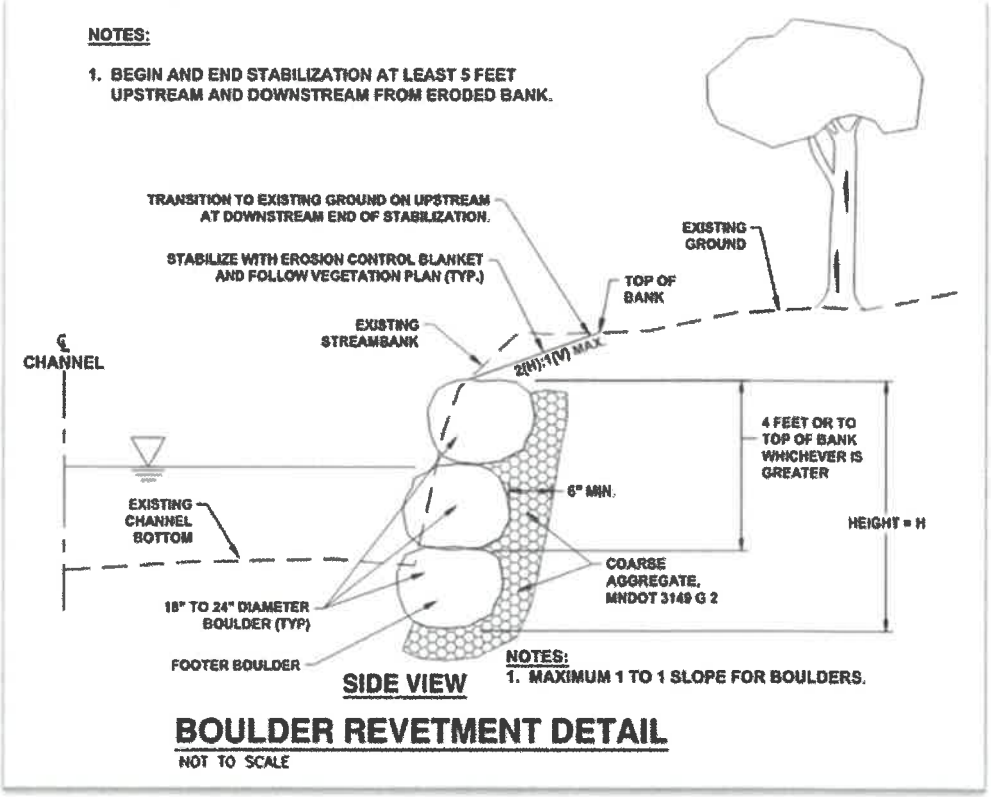


Figure 9: Boulder Revetment (live tree staking incorporated above boulders for stabilization)

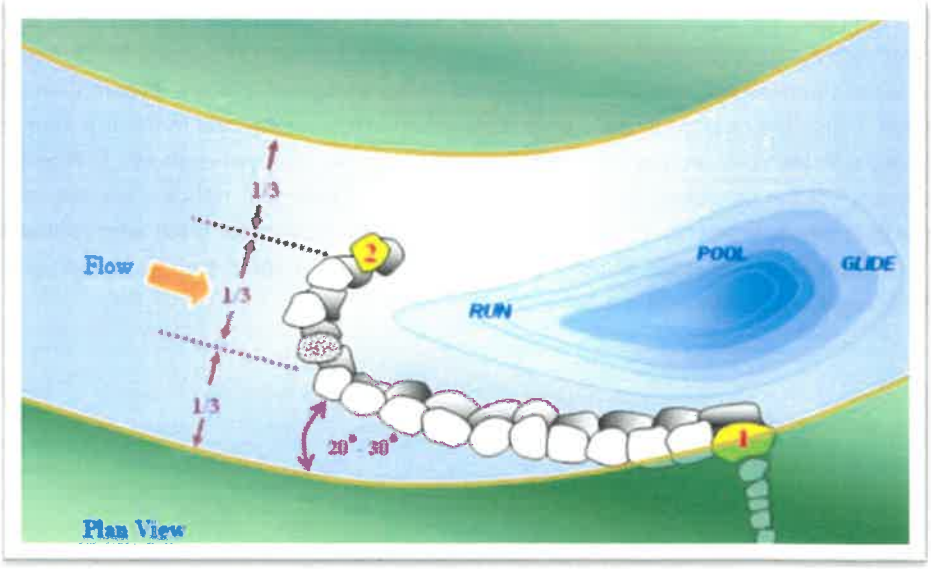


Figure 10: J-Hook (USDA Natural Resources Conservation Service, 2013)

7.4 PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

Probable opinion of probable construction costs (POPCC) were developed for Alternatives 1 and 2. Potential funding sources are considered after to identify feasible funding opportunities and local support to achieve the project goals. The alternatives both require the removal of the dam cap (mortar and concrete weir) and salvage of the original timbers as there is insufficient remnants of the original dam to remain structurally sound during high flow events. Streambank stabilization costs and rock arch rapids costs differ between alternatives based on final bankfull elevation estimates with dam removal.

To facilitate construction, access is required from adjacent property owners in the form of a construction easement. Maintenance of the site following construction could be achieved through an ingress and egress easement for site maintenance or by warranty deed for full or partial parcels. A current maintenance agreement with the NPO (parcel 0523300200) to access the portage above the right bank could be modified to maintain site access for basic maintenance activities. Depending on the scope of the project, specifically if streambank stabilization extends greater than 250 feet upstream of the current dam site, construction easements and maintenance plans for tax parcels 0523300305 and 0523310220 may be needed. Easement costs are presumed to be comparable between the two alternatives.

7.4.1 ALTERNATIVE 1 – FULL DAM REMOVAL

Full dam removal facilitates the use of dam materials (concrete and mortar from the weir cap) on site. The resulting change in the bankfull elevation is projected to be most costly project component through either toe-bank protection or bank stabilization through grading and floodplain construction where appropriate. The proposed concept is shown in **Figure 4**. A detailed breakdown of the proposed cost estimate is shown in **Table 5**. The estimated project cost for a full dam removal is $295,000 and includes $236,000 in construction and habitat establishment, and $59,000 for engineering, legal and administrative costs.

7.4.2 ALTERNATIVE 2 - DAM REMOVAL WITH ROCK ARCH RAPIDS

Dam removal with rock arch rapids facilitates the use of dam materials (concrete and mortar from the weir cap) on site but also the incorporation of native stone (glacial erratics or limestone blocks) to construct step pools to lower the river elevation in a controlled manner designed to protect recreationists and permit wildlife passage. While the change in the bankfull elevation is less compared to the full dam removal, the costs associated with the rock arches is significant. The proposed concept is shown in **Figure 5**. A detailed breakdown of the proposed cost estimate is shown in **Table 5**. A detailed breakdown of the proposed cost estimate is shown in **Table 5**. The estimated project cost for a full dam removal with rock arch rapids is $695,000 and includes $556,000 in construction and habitat establishment, and $139,000 for engineering, legal and administrative costs.

Table 5: Concept Preliminary Opinion of Probable Construction Cost

No.	Description	Unit	Unit Price	QTY - Alternative 1	Extension- Alternative 1	QTY - Alternative 2	Extension- Alternative 2
1	Mobilization/Demobilization/Protections/ Bonding/Insurance	LS	$30,000.00	1	$30,000	1	$30,000
2	Erosion and Sediment Control & Spill Prevention/Control	LS	$10,000.00	1	$10,000	1	$10,000
3	Care of Water Plan	LS	$25,000.00	1	$25,000	1	$25,000
4	Clearing and Grubbing	ACRE	$5,000.00	0.8	$4,000	0.8	$4,000
5	Removal/Reuse of Concrete Weir Cap (demo and rebar removal, disposal of rebar off-site)	LS	$10,000.00	1	$10,000	1	$10,000
6	Remove, Protect, and Deliver Historic Remnants	LS	$10,000.00	1	$10,000	1	$10,000
7	Channel Excavation (in-stream)	CY	$12.00	405	$4,860	405	$4,860
8	Furnish and Install Clay Backfill	CY	$20.00	240	$4,800	744	$14,880
9	Furnish and Install Backfill	CY	$12.00	420	$5,040	0	$-
10	Generalized Bank Stabilization	LF	$85.00	250	$21,250	250	$21,250
11	Bank Stabilization (Boulders)	LF	$90.00	60	$5,400	60	$5,400
12	Bank Stabilization (tree revetment/toe-wood)	LF	$70.00	150	$10,500	150	$10,500
13	Furnish and Install Select Boulder (4'x2'x2')	TON	$125.00	74	$9,250	270	$33,750
14	Furnish and Install Boulder (12"-24")	TON	$90.00	60	$5,400	1758	$158,220
15	Furnish and Install Backfill (12-inch minus)	CY	$75.00	165	$12,375	1015	$76,125
16	Stripping, Salvaging, and Spreading Topsoil	CY	$12.00	150	$1,800	150	$1,800
17	Furnish and Install Erosion Control Blanket	SY	$4.00	1000	$4,000	1000	$4,000
18	Misc. Plantings	LF	$7.00	475	$3,325	475	$3,325
19	Seeding and Mulching - Riparian	SF	$0.45	8700	$3,915	8700	$3,915
20	Seeding and Mulching - Upland	SF	$0.20	2600	$520	2600	$520
	Subtotal				$181,435		$427,545
	Contingency (30%)				$54,431		$128,264
	Total Construction Cost				**$235,866**		**$555,809**
	Easements	Acre		Not Evaluated		Not Evaluated	
	Engineering (15%)				$35,380		$83,371
	Legal and Administrative (10%)				$23,587		$55,581
	Total				**$294,832**		**$694,761**

7.4.3 SECONDARY AND TERTIARY STABLIZATION

The range in cost for bank stabilization features varies significantly based on available on-site materials, cost of importing necessary materials, and the contractor's familiarity with the construction effort. Bank stabilization costs may range from $70/LF (linear foot) to $150/LF depending on the practice utilized. Typically stream barbs, and j-hooks are the most expensive, although soft-armoring, such as tree revetment can be costly if materials are imported from off site. The lowest cost stabilization is generally to reslope and vegetate the banks. Approximately 450 LF and 1,620 LF of bank stabilization are identified as secondary and tertiary respectively. Therefore, the addition of secondary and tertiary stabilization may range in price from $32,000 to $68,500 and $113,000 to $243,000 respectively.

7.5 PUBLIC INPUT

This exploratory phase provides the opportunity to identify project goals and evaluate alternatives based on stakeholder input. Integral to the process is the incorporation of comments—from core stakeholders, private landowners, and the public—into conceptual designs that balance stakeholder objectives, permitting, and preservation of materials into conceptual designs that achieve goals, objectives, and preferred characteristics regarding the future of the site. Public input was solicited in the form of two public meetings to inform the community response to the exploratory phase. The first public meeting assisted in identifying primary and secondary project objectives (**Sections 5.1** and **5.2**) through general feedback and a survey. The second public meeting was held to review primary and secondary project goals and to receive comments on proposed alternatives.

The second public meeting was hosted at the Ames Public Library, Danfoss Room on December 11, 2019 from 6:00 – 7:30 PM. Public attendance included 31 members of the general public, three SCC staff engaged in project management (Patrick Shehan, Mike Cox, and Ryan Wiemold), and three HEI staff (Lisa Odens, Rob Davis, and Greg Bowles). The presentation given at the public meeting is included in **Appendix D.**

Public attendance at the second public meeting was representative of community groups engaged with passive recreation and historical preservation. Attendees represented all community groups identified in the first public survey with participation reported as an approximate percentage of the audience as follows: 75% paddlers, 30% anglers, historic <5%, and visual and audible <5% (participants were allowed to identify with multiple user groups so the sum of audience participation groups does not equal 100%). Primary participation and interest by recreation type were similar between the two meetings. Private property owners for the NPO and an upstream property owner were in attendance. SCC met privately with the SPO on the morning of December 11, 2019, to review proposed alternatives.

Community interest in addressing the safety risk posed by the Hannum's Mill Dam increased between the two meetings, more than twice the number of public attendees than the first meeting, indicative of long-term project support. Stakeholders were engaged within the public meeting to become better informed regarding the two proposed alternatives. Generally, the public asked questions for more specific descriptions of project components and details that may be considered during final design. Examples of questions asked by the public are as follows: What natural features and materials can be incorporated into bank stabilization practices (and availability on site)? Would restoration downstream of the dam site be necessary under the current mitigation scenario? Is restoration upstream of the dam needed to stabilize the banks in the project area? Could the dam be removed, and bank stabilization not be

considered? What material would be lost with dam removal or mitigation (sediment in upstream pool behind the dam) and is there potential that boulders, cobble, and gravel are already present and could eliminate the need for restoration activities? What are components of alternatives with greater costs?

Specific feedback was provided by the Iowa DNR Fisheries Bureau, referencing that dam removal (Alternative 1) would be the preferred course of action, and rock arch rapids could continue to negatively impact fish passage when water levels are below normal elevations. The northern landowner representative stated preference towards Alternative 1, siting the lowering of water surface elevations as a priority. Nate Hoogeveen, Iowa DNR River Programs Coordinator, emphasized the importance of considering the South Skunk River has meandered since the 1930s (when first aerial imagery was taken and the sine function of the river has completely reversed itself upstream of the dam, indicating current instability.

Primary concerns and themes consistent regardless of concept focused on the following themes:

- Identify a fiscally responsible project that allows for recreational user safety during all flow levels (when paddling is viable) and avoiding the impact of cost-loading on private property owners.
- Avoid building unnecessary project features that increase the cost, as those funds may be more judiciously used to expand the scope of bank stabilization extents or on a project with higher community visibility.
- Use natural material and channel design to the greatest extent feasible for whichever alternative is selected.

Participants in the meeting were asked to select their preferred alternative within the meeting:

- approximately 40-50% of attendees preferred Alternative 1;
- approximately 20-30% preferred Alternative 2;
- 5- 10% were indifferent; and
- 10-20% abstained from the poll.

Comments and themes from the public meeting regarding recreational user safety, fish and mussel passage, and cost were incorporated into the final project goal matrix in the following section.

7.6 COMPARISON OF ALTERNATIVES TO THE PROJECT GOALS

Hannum's Mill Dam is structurally unsound with the concrete-capped weir reaching the end of the its usable life span. However, deferred or minimal maintenance of the structure remains an option with ongoing or recurring risks to the public using the South Skunk River Water Trail. The removal or mitigation of the dam would achieve or enhance all primary and secondary project goals (as identified in **Sections 5.1** and **5.2**) and the two alternatives assessed towards achieving those goals in **Table 6**. Alternatives are broadly characterized in the table towards achieving a goal with the goal having been achieved classified as "Met," failing to achieve goals as "Not Met," partially achieving the goal as "Partially Met," or "N/A" if the current status of the site is the baseline criteria and no comparison can be made.

Public and DNR staff comments regarding visual and audible aesthetics and fish passage were used to update the project goal matrix compared to the table presented at the second public input meeting. Full dam removal was received more favorably by the Iowa DNR as there would be no in-channel impediment to fish or mussel passage under any flow regime. Additional armoring of the right bank of the dam could stabilize the bank as well as disturb flow sufficiently to allow for the sound of flowing water while the

removal of the hydraulic drop associated with the dam was not prioritized (scenic river with unimpeded flow publicly desirable).

Table 6: Comparison of Proposed Alternatives to the Project Goals

Project Goal	Current Condition	Full Dam Removal	Dam Removal with Rock Arch Rapids
Primary Goals			
Improve Paddler Safety	Not Met	Met	Met
Improve Fish Passage	Not Met	Met	Met
Visual & Audible Aesthetic	N/A	Met	Met
Secondary Goals			
Enhance Passive Recreation	Not Met	Met	Met
Maintain Land Accessibility	Met	Met	Met
Improve Terrestrial Habitat	Not Met	Met	Met
Maintain or Improve Fishing	Met	Met	Met
Preserve Cultural Sites	Not Met	Met	Met

Both proposed alternatives include features to improve paddler safety, specifically decreasing elevation changes to less than one foot per individual feature in the project area (drops <1 foot in the case of rock arches and <1% for dam removal). Boulders sited within the river channel in both options would be sited to allow continuous flow over boulders except in low-flow conditions for both scenarios. In the case of dam removal, boulders may be sited along the edge of the river channel for stabilization purposes but would not obstruct passage in the thalweg and the center third of the channel. Enhancing flow conditions for users similarly enhances migration and movement of aquatic wildlife (i.e., fish and mussels) for both full dam removal or dam removal with rock arch rapids. The use of natural channel design and the prioritization of native materials in restoration activities would enhance in-stream habitat for aquatic wildlife within the project area and improve the function of the local stream community.

While mitigation or removal would improve in-channel structure and passage, both alternatives would alter the appearance of the river reach. The dam currently has a small hydraulic drop downstream of the structure that regularly offers the sound of flowing water and is positively received by the community and private property owners who reside near the dam. The full removal of the dam would eliminate the hydraulic drop and eliminate the associated sounds across the width of the entire channel. Rock arch rapids would maintain the sound of flowing water with the three elevation changes. However, in the case of Alternative 1, features to stabilize the right bank of the dam site at or near the current dam tie-in to the right bank or placement of boulders could be strategically placed to maintain the sound of flowing water but at a lower level of intensity. Restoration activities would otherwise use the narrowest scope feasible to stabilize the stream banks identified through modeling and site assessment during the design phase in the adjoining reaches directly impacted by dam removal.

Secondary objectives are holistically characterized as a restored river reach with an intact ecosystem and passive recreation coinciding with private property use. Existing site characteristics would be impacted to the least extent possible during removal or mitigation activities with SCC maintaining site access to complete future site maintenance as needed.

8 POTENTIAL FUNDING MECHANISMS

Funding the selected alternative can be achieved through local support, state grants, or federal grants. Federal grants exist within the region, but funds are allocated to priority basins or project areas (e.g., Fishers and Farmers funds designated projects areas, Fishers funds to eastern Iowa basins). Current funding mechanisms are summarized in **Table 7** (additional options may become available at a later time or identified funding options may be deemed infeasible or undesirable to project implementation).

Stream mitigation banking on the South Skunk River is competitive at the time this report was drafted. There are no stream mitigation banks in the USACOE Iowa Service Areas (US Army Corps of Engineers, 2019). Stream mitigation banks have been released for credits sale in Iowa with several additional pending but none within the South Skunk River Watershed (US Army Corps of Engineers, 2020) that would facilitate credit sales to city, county, or state programs requiring credit acquisition. Banking could be pursued for future stream improvements with the process requiring time to develop a prospectus for USACOE approval prior to the bank being established.

Project support could be sought through bonding or by local project supporters such as the Skunk River Paddlers, Outdoor Alliance, Iowa State Fishers Club, Ames Anglers, or local businesses.

Table 7: Potential funding mechanisms for dam or stream restoration, and range of potential funds for the project.

Organization	Funding Mechanism	Funding Type	Funding Range ($)	Notes
US Fish and Wildlife Service		NA		Funding currently allocated to priority watersheds (Cedar, Iowa, and Maquoketa)
Mitigation Banking (administered by Story County)	Stream mitigation bank	Banking instrument sales (internal credits to SCC, Iowa DOT, Iowa Dep. of Natural Resources, Developers)	Estimate at 30% design cost *	*Prospectus required to estimate credits value (credits commonly sell at $100-$200 / linear foot)
Iowa Dep. of Natural Resources	Dam Mitigation and Water Trail	Competitive grant	$50,000 (total)	
	Fisheries	Competitive grant	70,000 (total)	Grant assistance for land acquisition and development of fish habitat.
	Wildlife Grants	Competitive grant	$7,500	Small habitat or education grant
	Wildlife Grants	Competitive grant	$2,500	Small habitat or education grant
US Army Corps of Engineers	Stream mitigation bank	Banking instrument sales (Iowa DOT, Iowa Dep. of Natural Resources, Developers)	TBD - common costs $100 - $200 / linear foot that estimates $120,000 - $240,000 in total credit income for a 2,000-foot project (15% of credits available for sale upon approval of prospectus)	Conservation easement partner (SCC, Outdoor Alliance, Prairie Rivers of Iowa)
Iowa Economic Development Authority	Enhance Iowa (Community Attraction and Tourism (CAT), River Enhancement Community Attraction and Tourism (RECAT))	Competitive grant (65% funds raised)	Dependent on general funds allocation	Applications are accepted quarterly – January 15, April 15, July 15, and October 15 **

*Stream bank mitigation is feasible and competitive on a perennial river. A larger phased project would likely be more cost effective than mitigating a single dam with greater costs per foot river restored.

** The Enhance Iowa Board allocated all the FY 2020 CAT funds due to overwhelming demand in the first granting cycle. The next opportunity to apply will likely be April or July of 2020

9 RECOMMENDATION

Primary goals associated with the mitigation or removal of Hannum's Mill Dam were identified by the community and core stakeholders within the exploratory phase to foremost improve the safety of passive recreation on the South Skunk Water Trail (e.g., paddlers and tubers), improve the local habitat, and to maintain a positive visual and audible aesthetic. To achieve those goals all exploratory phase participants prioritized natural channel appearance for whichever alternative is selected to ensure that the project is fiscally responsible. The recommendation for dam removal is made in the interest of preserving historical components of the original dam structure while prioritizing public safety at the lowest possible cost. The recommendation also aligns with C2C goals for the county. This project is a classic public-private partnership in that the dam and banks are privately owned, and the public interest lies in the safe passage while using the public waters of the South Skunk River.

The two alternatives prepared for this exploratory phase achieve the primary and secondary project goals and mobilization of sediment is not a prohibitive concern based on sediment loading estimates. Similar bank stabilization methods (e.g., J-Hook, boulder revetment, and tree revetment) are prioritized for both alternatives to efficiently use materials that would be impacted on site. Using materials that are available on-site and minimizing materials for the project will keep project costs low. The primary difference between the two concepts is the cost directly associated with the rock arch rapids. For both alternatives the primary material from the cap would be used on site for fill of the right bank immediately downstream of the dam; however, in the case of the rock arch rapids suitable boulder sourcing and installation costs are a major cost (estimated to be $268,000 See **Section 7.3**). The construction of rock arch rapids following the removal of the dam to partially reduce the water elevation has potential to function as a recreational attraction, then serve the primary objective of improving water trail user safety. While rock arch rapids would, in part, preserve the visual features of the site, the additional cost is unlikely to be a justifiable expense with the project goals identified by the community, property owners, and core stakeholders.

With good fiscal stewardship being a priority within the community, the preference of property owners to remove the dam, and the Iowa DNR fisheries encouraging removal of Hannum's Mill Dam, the recommend course of action is the removal of the dam and streambank mitigation to address streambank instabilities directly resulting from the dam removal.

To support next steps the stakeholders must be engaged and in consensus so that funding can be pursued for the selected alternative. Private landowners must be consulted regarding the alternatives and what features satisfy their property management goals. Once private property owners agree on an option with SCC, in turn representing the publics' interests, agreements to support the agreed upon alternative can be implemented (e.g., access agreements, conservation easement, etc.). Identifying funding mechanisms for the removal or mitigation of the dam at the same time easements are being pursued could facilitate the identification of matching funds, if needed, and ease potential funding limitations in the following design and construction phases. Developing support for an alternative shortly after the exploratory phase will assist with maintaining momentum for removal or mitigation within the community and demonstrate strong community support to potential funders. With the strong community support that led to the current exploratory phase assessment of Hannum's Mill Dam, there is potential to rapidly advance to design and construction phases to facilitate safer water trails experiences for paddlers on the South Skunk River and to enhance wildlife capacity.

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APPENDIX A: ONLINE SURVEY

Introduction

Thank you for your interest in the Hannum's Mill Dam on the South Skunk River and what the resource means to the community. Your feedback about what is important to you, and the community, will help how the site is managed in the future by Story County Conservation.

Your feedback will help to inform three management options regarding the Hannum's Mill Dam. Responses will be anonymous and your name will only be used for follow-up contact in the events of any questions or concerns noted in your responses. Thank you for completing the survey your willingness to share your knowledge and insight about the Hannum's Mill Dam and community goals around the resource.

Questions? Please contact Rob Davis (rdavis@houstoneng.com) the project manager for Houston Engineering or Pat Shehan (pshehan@storycountyconservation.gov) the project manager for Story County Conservation.

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Introduction

* Required

Survey

1. How often do you use the area immediately adjacent to Hannum's Mill Dam? *

- ○ More than 10 times a year
- ○ 5-9 times a year
- ○ 2-4 times a year
- ○ 1 time a year
- ○ NA

2. How do you enjoy the South Skunk River around the Hannum's Mill Dam? - select all ways you use the river. *

- ☐ Water trail (paddling/tubing)
- ☐ Fishing
- ☐ Visual (looking at the river)
- ☐ Audible (listening to the river)
- ☐ Historical (appreciation of historical significance)
- ☐ NA
- ☐ Other:

3. The following characteristics are important TO ME about the Hannum's Mill Dam and immediately adjacent area. *

	Strongly agree	Agree	Neutral	Somewhat disagree	Disagree
Historic nature of the site	○	○	○	○	○
Accessibility by land	○	○	○	○	○
Safety for river users (paddlers and tubers)	○	○	○	○	○
Fishing	○	○	○	○	○
Recreation (water trail)	○	○	○	○	○
Water levels (maintain current elevation)	○	○	○	○	○
Terrestrial habitat	○	○	○	○	○
Aquatic wildlife (fish/mussel passage)	○	○	○	○	○
Other	○	○	○	○	○

4. If 'other' to the previous question, "The following characteristics are important TO ME about the Hannum's Mill Dam and immediately adjacent area", please briefly describe how the enjoy the area around the dam.

Your answer

5. The following characteristics are important to THE COMMUNITY about the Hannum's Mill Dam and immediately adjacent area. *

	Strongly agree	Agree	Neutral	Somewhat disagree	Disagree
Historic nature of the site	○	○	○	○	○
Accessibility by land	○	○	○	○	○
Safety for river users (paddlers and tubers)	○	○	○	○	○
Fishing	○	○	○	○	○
Recreation (water trail)	○	○	○	○	○
Water levels (maintain current elevation)	○	○	○	○	○
Terrestrial habitat	○	○	○	○	○
Aquatic wildlife (fish/mussel passage)	○	○	○	○	○
Other	○	○	○	○	○

6. If 'other' to the previous question, "What do you think is most important to the community about the Hannum's Mill Dam and immediately adjacent area?", please briefly describe how the enjoy the area around the dam.

Your answer

7. What potential remnant structures of the Hannum's Mill Dam are important to you to preserve? *NOTE* - permitting may require the preservation of part(s) of the dam independent of part(s) important to the community.

	Very important	Important	Neutral	Marginally important	Not important
In-stream dam/mill remnants	☐	☐	☐	☐	☐
Upstream dam pool elevation	☐	☐	☐	☐	☐
Other	☐	☐	☐	☐	☐

8. If 'other' to the previous question, "What do you think is most important to the community about the Hannum's Mill Dam and immediately adjacent area?", please briefly describe how the enjoy the area around the dam.

Your answer

9. Optional - Please describe any experiences you might have had with the Hannum's Mill Dam.

Your answer

10. Optional - Are there features of the Hannum's Mill Dam compared to other low head dams that stand out to you?

Your answer

11. Optional - Any additional comments?

Your answer

Name

Your answer

Address (optional - please enter as single line)

Your answer

Phone (optional)

Your answer

Email (optional)

Your answer

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APPENDIX B: PUBLIC SURVEY QUESTION HANDOUT FOR PARTICIPANTS AT THE JULY 30, 2019 PUBLIC MEETING.

Hannum's Mill Dam: Public Information Meeting 1 Survey

Thank you for your interest in the Hannum's Mill Dam on the South Skunk River and what the resource means to the community. Your feedback about what is important to you and the community will help how the site is managed in the future by Story County Conservation.

Your feedback will help to inform three management options regarding the Hannum's Mill Dam. Responses will be anonymous, and your name will only be used for follow-up contact in the events of any questions or concerns noted in your responses. Thank you for completing the survey, your willingness to share your knowledge and insight about the Hannum's Mill Dam, and community goals around the resource.

1. How often do you use the area immediately adjacent to Hannum's Mill Dam?

- ☐More than 10 times a year
- ☐5-9 times a year
- ☐2-4 times a year
- ☐1 time a year
- ☐NA

2. How do you enjoy the South Skunk River around the Hannum's Mill Dam? - select all ways you use the river.

- ☐Water trail (paddling/tubing)
- ☐Fishing
- ☐Visual (looking at the river)
- ☐Audible (listening to the river)
- ☐Historical (appreciation of historical significance)
- ☐NA
- ☐Other: _____

3. The following characteristics are important <u>TO ME</u> about the Hannum's Mill Dam and immediately adjacent area.

	Strongly Agree	Agree	Neutral	Somewhat Disagree	Disagree
Historic nature of the site	☐	☐	☐	☐	☐
Accessibility by land	☐	☐	☐	☐	☐
Safety for river users (paddlers and tubers)	☐	☐	☐	☐	☐
Fishing	☐	☐	☐	☐	☐
Recreation (water trail)	☐	☐	☐	☐	☐
Water levels (maintain current elevation)	☐	☐	☐	☐	☐
Terrestrial habitat	☐	☐	☐	☐	☐
Aquatic wildlife (fish/mussel passage)	☐	☐	☐	☐	☐
Other	☐	☐	☐	☐	☐

4. If 'other' to the previous question, (The following characteristics are important <u>TO ME</u> about the Hannum's Mill Dam and immediately adjacent area), please briefly describe how you enjoy the area around the dam:

5. The following characteristics are important to <u>THE COMMUNITY</u> about the Hannum's Mill Dam and immediately adjacent area.

	Strongly Agree	Agree	Neutral	Somewhat Disagree	Disagree
Historic nature of the site	☐	☐	☐	☐	☐
Accessibility by land	☐	☐	☐	☐	☐
Safety for river users (paddlers and tubers)	☐	☐	☐	☐	☐
Fishing	☐	☐	☐	☐	☐
Recreation (water trail)	☐	☐	☐	☐	☐
Water levels (maintain current elevation)	☐	☐	☐	☐	☐
Terrestrial habitat	☐	☐	☐	☐	☐
Aquatic wildlife (fish/mussel passage)	☐	☐	☐	☐	☐
Other	☐	☐	☐	☐	☐

6. If 'other' to the previous question, (What do you think is most important to <u>THE COMMUNITY</u> about the Hannum's Mill Dam and immediately adjacent area?), please briefly describe how you enjoy the area around the dam:

7. What potential remnant structures of the Hannum's Mill Dam are important to you to preserve?*

	Very Important	Important	Neutral	Marginally Important	Not Important
In-stream dam/mill remnants	☐	☐	☐	☐	☐
Upstream dam pool elevation	☐	☐	☐	☐	☐
Other	☐	☐	☐	☐	☐

**permitting may require the preservation of part(s) of the dam independent of part(s) important to the community*

8. If 'other' to the previous question, (What potential remnant structures of the Hannum's Mill Dam are important to you to preserve?), please briefly describe the remnants that are important to you to preserve:

9. <u>Optional</u> - Please describe any experiences you might have had with the Hannum's Mill Dam:

10. <u>Optional</u> - Are there features of the Hannum's Mill Dam compared to other low head dams that stand out to you?

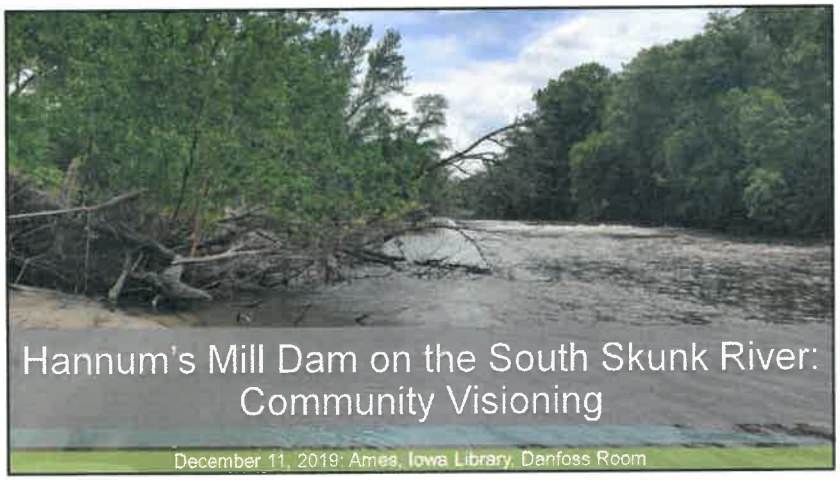
APPENDIX C: PUBLIC COMMENTS ABOUT HANNUM'S MILL DAM FROM THE ONLINE AND PUBLIC MEETING SURVEYS.

8. If 'other' to the previous question, "What do you think is most important to the community about the Hannum's Mill Dam and immediately adjacent area?", please briefly describe how the enjoy the area around the dam.
As a kayaker, because of the dam as it exists now, I spend little time here. It is enough to enjoy the foliage obstructions to get around it by portage.
There's not much here to preserve historically, IMO [in my opinion]. The exposed limestone wall is the most attractive part of the area and I don't think that was man-made.
Removal of debris that could harm a person and/or damage a boat. Note a rocky drop is okay, a drop with exposed rebar or logs with nails is not acceptable.
Remains of an historic bridge and roadbed are still visible and could easily be preserved.
I feel the mill remnants are significantly more important for the historical understanding of the community than the in-stream dam--that could be removed or modified for the safety of paddlers and fish/mussel passage.
I would like it to be a natural area.
9. Optional - Please describe any experiences you might have had with the Hannum's Mill Dam.
When boating, it has been the practice to obey the "Exit Now" sign hanging over the river and exit to portage further downstream. However, one incident had my boat caught in tree limbs, etc., very close to the dam, and capsized it. It was only the considerable assistance of another paddler that probably prevented my being sucked into the dam's recirculation. Beyond that, I cannot comment for relatives of two people who drown here not long ago in similar circumstances.
Very dangerous low head dam that has proved lethal. At times there has been excellent fishing in the waters below the dam. Stagnant water above the dam during low water periods.
Paddling. Trees below that can cause obstructions and difficulty paddling through.
I have been over the dam 100's of times including kayaking over it last night. It isn't near as dangerous as it once was. However, the portage is very long for those who don't want to float over. Our group of eight had 7 get out at the rock and portage over. I went over the dam with life vest/kayak.
I've waded and fished the area for almost 40 years.
We love to fish this spot in the spring an early summer for suckers and smallmouth bass. If the water is low in the mid-summer, we wade upstream to fish it because the paths are overgrown.
This dam is an obstacle/hazard to those who use the river, it blocks fish and mussel migration, the artificial pool upstream of the structure negatively impacts water quality, water temperature, etc.
I have enjoyed "shooting" the dam in my canoe a number of times over the years, but realize the risk that may pose to less experienced paddlers or those that choose to try it when the river conditions are not safe.
I witnessed a couple tubers floating over the dam who were quite surprised to be flipped and held momentarily in the wave. I know of a couple canoeists that have capsized there but have not witnessed an incident. And I know that the concrete cap is undercut along much of the downstream edge - you can see 5-6 feet upstream, under the concrete, when the river is low.
I had to look it up on google to find where it is as the name is not familiar. What I saw said it is on the river basically across from Ada Hayden and I have not been on the river in that area. I still care that it is safe for paddlers and support removal/modification if necessary, to allow safe passage.
If it's in my territory, I check this stretch for the Ames Xmas Bird Count

The dam is a hazard to tubing or kayaking. Take it down!
I paddle through there with the Skunk River Paddlers fairly often. Although we are aware of the dangers of low head dams, we will often portage at the concrete skirt of the dam instead using the long and difficult portage trail. This seems fine for folks with good boat control but the backflow along river right can be significant and concerning. Also, downstream strainers, and bank erosion on river right make passage through this area more difficult.
A fellow paddler lost control below the dam and needed assistance to safely get back into his boat.
Frequently paddle this stretch of river. Portage around or over dam.
- The dam in its current condition is a public safety hazard -- the concrete apron is totally undercut and creates a dangerous underflow current. - At low water levels remains of the crib dam can be seen in the river bed below the right bank. Remains of the crib dam probably extend under the right bank, and original portion of the concrete dam. The large logs that protrude downstream from under the concrete apron may or may not be part of the crib dam. - From an archaeological standpoint, structural remains of a crib dam would consist of logs and limestone blocks. - I would recommend monitoring the site during removal of the concrete dam; and documenting and mapping any remains of the crib dam exposed.
I watched a canoe go over and capsize - had to help rescue the canoe but the paddlers came through okay. Portaged the dam many times. Worked on the portage.
Small mouth fishing up/down stream
I have paddled the section of the South Skunk containing Hannum's Mill Dam many times with family and friends and Iowa State University students.
10. Optional - Are there features of the Hannum's Mill Dam compared to other low head dams that stand out to you?
From photos of Hannum's and other dams, addition to the expected recirculation dangers. Hannum's apparently also has submerged beneath the water level several long logs of some unknown purpose, parallel to the water flow, which may easily contribute to boat capsizing.
Because of its proximity to Ames this dam is particularly dangerous to less experienced River users.
It has private property that runs up to it. Rebar has been removed for the most part so safer than in the past.
Yes. The smooth concrete area next to the dam makes it easier to access and fish.
The old logs that were part of the original dam are a tie to the past.
Yes, the fact that the original log and rock cribbing remain under the concrete cap. And that the eddy (north side) presents a hazard to paddlers at some levels of flow and is severely eroding the streambank.
Exposed rebar, downstream strainers and bank erosion on river right
Mississippian bedrock on the east side
The undercut makes this dam even more hazardous.
11. Optional - Any additional comments?
As an avid paddler, I have enjoyed the removal of low head dams. I also value the passage of fish and mussels.

Removal of dams has ecological and hydrologic benefits that outweigh any short term discomfort while we adjust to any changes in water level/channel location, even a drastic change will be the new normal within a short time.
I would like to see better access to the dam. A wide walking path would be nice. A well maintained portage trail is needed for kayaks, canoes and tubers.
A riffle dam like the one at Soper's Mill might be a better option for paddlers and anglers.
In addition to the remains of the original crib dam, the abutments of an historic bridge remain immediately upstream of the dam. It might be interesting to use part of the old roadbed (Marietta Road) as a trail, and the abutment/roadbed area as an overlook.
I've lived in Ames 30 years, been very active outdoors, kayaked central Iowa and have never heard the name before today. If you can update the survey to provide a short intro about the dam location and maybe an aerial map, that would help others.
I appreciate that the County is asking the community to get input.
depending on water levels, land access can be tricky
Safety of users is the highest priority
I think it's great that you plan to address this unnecessary and dangerous obstacle on the Skunk. I worry that more boaters, tubers and inexperienced kayakers especially, will fall prey to a relic of the past.
I think it is merely a matter of time before there is another drowning at this dam location if the existing hazard is not removed.

APPENDIX D: 2ND PUBLIC MEETING PRESENTATION


Hannum's Mill Dam on the South Skunk River:
Community Visioning
December 11, 2019: Ames, Iowa Library, Danfoss Room

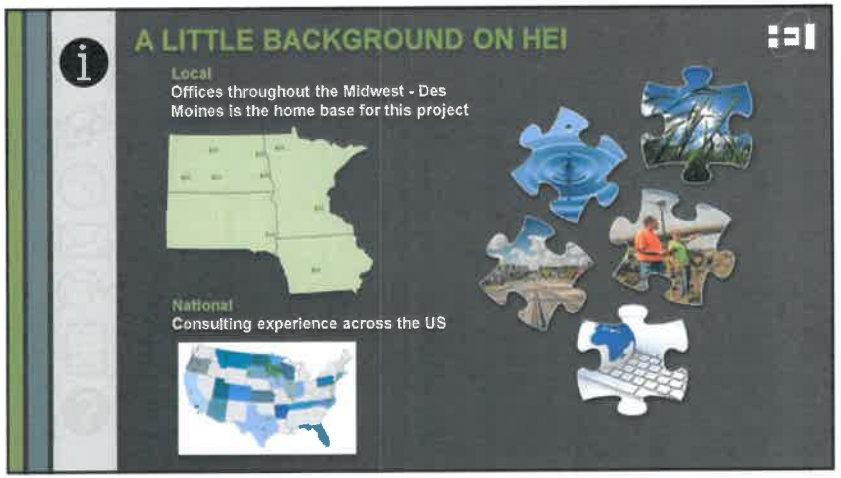
1

THE STORY COUNTY CONSERVATION TEAM
Pat Shahan
Project Manager
Special Projects Ranger
Mike Cox
Director
Ryan Wiemold
Parks Superintendent

2

THE HEI TEAM
Rob Davis, MS
Project Lead
Watershed Planner
Greg Bowles, PE*
Civil Engineer
Lisa Odens, PE
Civil Engineer
Emmy Baskerville, CWD
Environmental Scientist

3


A LITTLE BACKGROUND ON HEI
Local
Offices throughout the Midwest - Des Moines is the home base for this project
National
Consulting experience across the US

4

PUTTING THE PIECES TOGETHER

5

OVERVIEW OF TONIGHT'S PROGRAM

- Overview of the Planning Process
- Review of 1st Public Meeting – Survey Summary
- Site Data Collection – What is in the Field?
- Permitting – What is Important from a Regulatory Perspective
- Conceptual Designs - The Pieces of the Puzzle
- Next Steps
- Question and Answer Session (cards for written comments available)

6

OVERVIEW OF THE PLANNING PROCESS

7

HANNUM'S MILL TODAY

- The dam today: a 48' concrete-capped weir
- Benefits & Risks to the Community:
  - Risky drop at low flow for paddlers
  - Barrier to fish and mussels at low flow

8

1ST PUBLIC MEETING - SURVEY SUMMARY

- Participation helped craft and prioritize goals
- Survey was designed to assess individual and community responses by general use type, specifically:
  1. Paddlers *(recreational)*
  2. Anglers *(recreational)*
  3. Historic *(cultural preservation)*
  4. Visual *(general use)*
  5. Audible *(general use)*
- Total of 37 survey responses (online and public meeting)

9

1ST PUBLIC MEETING - SURVEY SUMMARY

- Take-home points from the surveys

- Primary objective amongst user groups was user safety on the river
- Secondary objective was a free-flowing river

10

1ST PUBLIC MEETING - SURVEY SUMMARY

Primary Project Goals
1. Increase safety to paddlers, floaters, and river users;
2. Improve aquatic habitat (fish/mussel passage);
3. Maintain positive visual and audible aesthetic

Secondary Project Goals
1. Increase function of the site for passive recreation
2. Maintain land accessibility (within consideration of private land ownership)
3. Improve terrestrial habitat
4. Maintain or improve fishing
5. Preserve out-of-stream cultural sites in-place

11

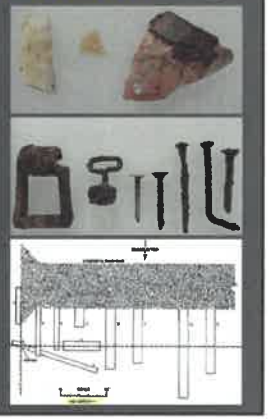
SITE DATA COLLECTION – TOPOGRAPHY

- Surveyed August 9-10, 2019 at low flow period
- Survey was to assess for bank stability and the amount of sediment behind the dam

12

SITE DATA COLLECTION – ARCHAEOLOGY

- Assessed by Tallgrass Archaeology August 12-19, 2019 by Leah D. Rodgers
- Sites in the project area do not retain enough of the original integrity for inclusion in the National Registry of Historic Places



13

SITE DATA COLLECTION - BIOTA

- For the anglers! Fish and benthic communities are doing 'fair' to 'good' in the South Skunk River
  - More information can be found at Iowa BioNet for stations 972 (Sleepy Hollow Park) and 38 (near Soper's Mill Park)
- Mussel survey conducted by the Iowa State Hygienic Laboratory, led by Mike Birmingham, and Dr. Jennifer Kurth (Iowa DNR) on August 9, 2019.
  - Two living state-threatened species were found, the cylindrical papershell (*Anodontoides ferrusacianus*) and the creek heelsplitter (*Lasmigona compressa*)

14

SITE DATA COLLECTION – THE RIVER AS A WHOLE

- The dam and other sites identified are not considered intact and eligible for protection Section 106, NHPA 1986)
- Biota in the river are fair to good quality for a warm-water river in Iowa with some state-protected species present

15

PERMITTING – WHAT IS IMPORTANT FROM A REGULATORY PERSPECTIVE

- Permitting is designed to protect infrastructure, protect wildlife, ensure passage of navigable waters, and ensure the protection of water resource functions and public services
- Permits associated with dam mitigation:
  - Story County Floodplain Management Permit
  - Iowa DNR Floodplain Permit
  - US Army Corps of Engineers Section 404 Clean Water Act Permit

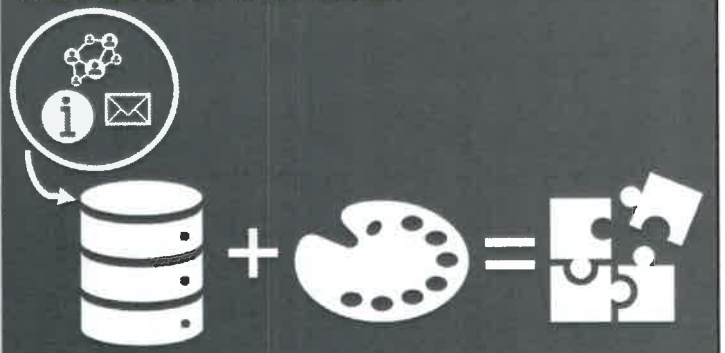
16

PERMITTING – WHAT IS IMPORTANT FROM A REGULATORY PERSPECTIVE

- With the mitigation of the dam, the environmental functions of the South Skunk River and habitat will be improved, thus resulting in a gain of resource function
- Therefore, low-head dam removal (removal or mitigation) can be pursued under Nationwide Permit 53 with the Army Corps of Engineers
- Nationwide permits are utilized for projects where the environmental impacts are minimal, and for projects that result in a net increase in resource functions.
- Iowa DNR and Story County Floodplain Permits to ensure no negative impacts to adjacent lands and water resources from conducting work in the floodplain

17

CONCEPTUAL DESIGNS – THE PIECES OF THE PUZZLE

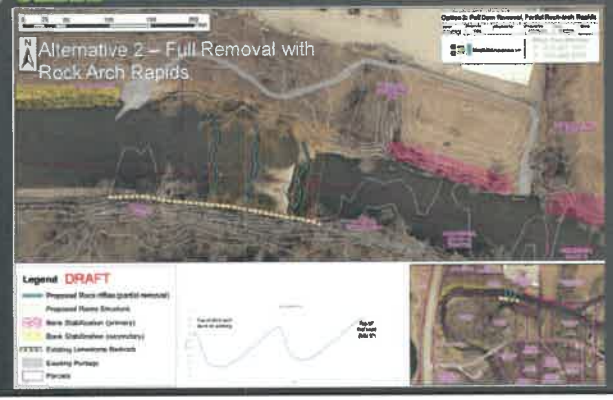


18

CONCEPTUAL DESIGNS - THE PIECES OF THE PUZZLE

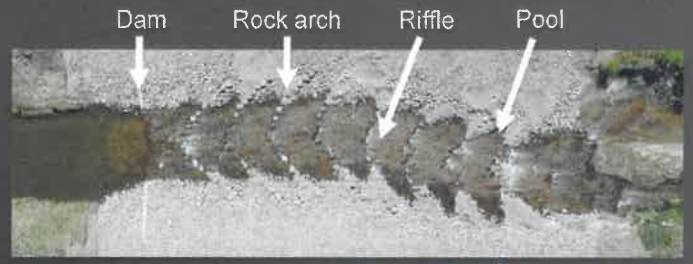
19

CONCEPTUAL DESIGNS - THE PIECES OF THE PUZZLE



20

FROM THE AIR



21

ON THE GROUND

22

CONCEPTUAL DESIGNS - THE PIECES OF THE PUZZLE

- What differs between the two options for the goals identified for the project?

Project Goal	Current Condition	Full Dam Removal	Dam Removal with Rock Arch Rapids
Primary Goal			
Improve Paddler Safety	Not Met	Met	Met
Improve Fish Passage	Not Met	Met	Met
Visual & Audible Aesthetic	N/A	Partially Met	Met
Secondary Goal			
Enhance Passive Recreation	Not Met	Met	Met
Maintain Land Accessibility	Met	Met	Met
Improve Terrestrial Habitat	Not Met	Met	Met
Maintain or Improve Fishing	Met	Partially Met	Met
Preserve Cultural Sites	Not Met	Met	Met

- What might change:

23

NEXT STEPS

- Decisions to implement a plan of action to remove or mitigate Hannum's Mill Dam must address:
  - ☐ Select an Alternative (dam removal or rock arch rapids)
  - ☐ Confirm Private Landowner Support for Course of Action
  - ☐ Confirm Public Support for Course of Action
  - ☐ Identify Funding Mechanism
  - ☐ Initiate Permitting

24

NEXT STEPS

- How do the options stack up relative to the project goals? (private and public support)
  - Biggest Changes:
  - Smaller Changes:
- Funding
  - Greatest opportunity for grant match is available for ecological restoration
  - Confer with supporters and ensure the route will not impact financial support for the project

25

NEXT STEPS

- Check the boxes in order to ensure project support
  - ☐ Select an Alternative (dam removal or rock arch rapids)
  - ☐ Confirm Private Landowner Support for Course of Action
  - ☐ Confirm Public Support for Course of Action
  - ☐ Identify Funding Mechanism
  - ☐ Initiate Permitting
- Use the support in this room to develop and maintain support for the design and ultimately the construction phases

26

QUESTION AND ANSWER

(BOX FOR WRITTEN COMMENTS NEXT TO THE DOOR)

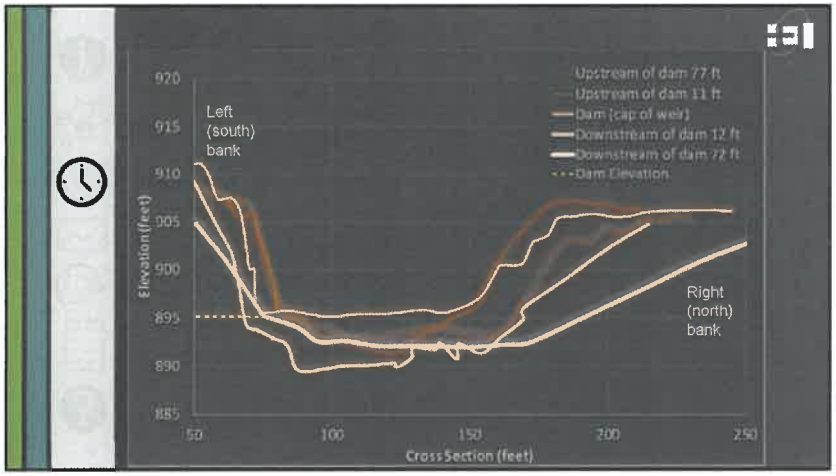
27

Please leave written comments if you have a question you were not able to ask, have a general question about next steps, or would like to assist with next phases.

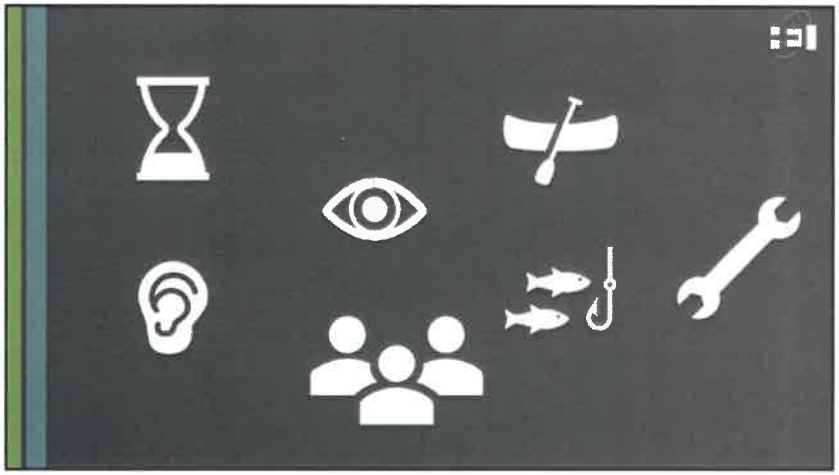
We'll stick around to mingle!

Business cards are on the table in the back if you want to contact us in the coming days or weeks.

28


Upstream of dam 77 ft
Upstream of dam 11 ft
Dam (cap of weir)
Downstream of dam 12 ft
Downstream of dam 72 ft
Dam Elevation
Left (south) bank
Right (north) bank
Elevation (feet)
920
915
910
905
900
895
890
885
50
100
150
200
250
Cross Section (feet)

29



30

STORY COUNTY CONSERVATION

Integrated Roadside Vegetation Management
837 N Avenue • Nevada, Iowa 50201 • Phone (515) 382-7367 • Fax (515) 382-7369
www.storycountyconservation.org

Memorandum

To: Story County Conservation Board

Through: Michael Cox, Director

From: Joseph Kooiker, Vegetation Management Biologist

Date: May 11, 2020

Re: Consider approval of two 2020 LRTF Grant Application Submission

Story County Conservation Roadside Management (SCCRM), formerly IRVM, is submitting two LRTF grants during the 2020 grant cycle to assist in the purchase of an herbicide storage cage and shelving for new building addition and a heavy-duty tandem axle equipment trailer.

Total cost of the herbicide cage system is $3,000. The maximum amount of grant funding for this type of specialized equipment is $2,000, which is the amount applied for in this grant. We urge the approval of submission of this grant to supplement the $3,000 currently allocated in FY21 budget for this purchase.

Our current equipment trailer is over 40 years old and upgrading is in the plan. This trailer will meet all the necessary requirements for moving/hauling equipment and materials. Total cost of the equipment trailer came in at $4,000 which is under the current FY 21 budgeted amount. The grant asking amount for the trailer is $2,800. The proposed amount SCCRM will be responsible for is $1,200, which is a respectable 30% match. We urge the approval of submission of this grant to supplement the $6,000 currently allocated in FY 2021 budget for this purchase. The addition of both of these will help reach outlined program goals.

The LRTF's funding sources include the Resource Enhancement and Protection Fund (REAP), Road Use Tax Fund, and utility access fees. Since 1990, the LRTF has funded more than $17 million for research and demonstration projects, vegetation inventories, education and training programs, gateway landscaping, snow and erosion control, and roadside enhancement and maintenance.

_____ _____

Approval Disapproval

_____ _____

Date Date

LIVING ROADWAY TRUST FUND
FY 2021 GRANT APPLICATION INSTRUCTIONS
APPLICATION DEADLINE: JUNE 1, 2020 4:00 PM

LIVING ROADWAY TRUST FUND

The purpose of the Living Roadway Trust Fund (LRTF) is to promote implementation of integrated roadside vegetation management (IRVM) on city, county or state rights-of-way or areas adjacent to traveled roadways. IRVM is a long-term approach to vegetation management that, in part, incorporates the use of the plant communities that provide a direct IRVM benefit best adapted to, and sustainable along, roadways. These may be native prairie plantings, and can also include savannah, wetland or woodland plantings.

APPLICANT INFORMATION

Types of projects eligible for consideration are dictated by Iowa Code 314.21 and Iowa Code 314.22 and include roadside inventories; gateway and roadside plantings; research, demonstration, education; specialized equipment for the establishment of alternative forms of vegetation, and other projects. Descriptions of all project categories are in the Funding Guidelines . All required fields throughout the application must be completed before the application is submitted. Applications will be ranked based on the information contained in the completed application, submitted on time.

Applications submitted after the due date and time may be deemed ineligible and not accepted for review. Applications may be submitted by city, county or state agencies; non-profit organizations and private citizens or groups. County and city applicants must have an updated IRVM plan on file with the Iowa Department of Transportation (DOT) by June 1, 2020. If one is not already on file, a digital copy of an updated IRVM plan must be sent to the Iowa DOT by the application due date and time that meets the criteria in the IRVM Plan Outline for Counties and Cities. In the event that your city or county does not already have a plan filed meeting these requirements, LRTF staff are available to assist you in its development.

NOTIFICATION FOR WORK IN RIGHT-OF-WAY (PLANTING) PROJECTS

All applicants proposing a project that will occur in the right-of-way must notify the jurisdiction responsible for the right-of-way. This information should be entered in this section of the application.

PROJECT INFORMATION

The Project Funding Type, Grant Applicant Type, Project Type, Estimated Start Date and Estimated Completion Date boxes should be completed according to your best knowledge of the project at the time of application. LRTF funds are allocated according to the following project funding categories: state, county and city. Funding will not be reallocated from one category to another during the review process.

Provide pertinent details about the proposed project in a short narrative in the Concise Project Summary section provided in the application. The description should be comprehensive but succinct. A more detailed narrative describing the project should be included in the Detailed Project Description section. Maps, images, plans and species lists should be included to give a detailed description of your project using the "Add Attachment" button at the end of the application. These materials should be formatted to 8 1/2" x 11" and limited to essential, clarifying items.

Roadside inventory, roadside remnant vegetation inventory, gateway, community entryways, scenic value protection and enhancement, demonstration projects and education proposals must include:

1. Project purpose, project goals and how goals will be accomplished and evaluated.
2. Individuals and organizations involved in project.

Gateway, community entryways, and scenic value protection and enhancement applications must also include:

1. A detailed map or aerial photo noting the project location in relationship to right-of-way, size of planting area and adjacent land use. If applicable, indicate the width of the roadside (from edge of traveled surface to right-of-way line). To assess safety, note where trees or shrubs will be planted (in feet) from the edge of traveled surfaces.
2. Name, phone number, and e-mail address of person coordinating maintenance of roadside, gateway or other project site.

3. A list of all plant species to be used in the project, arranged alphabetically by scientific name (guidelines for plant materials are in the Funding Guidelines). To ensure proposal eligibility, the species list must be presented in the following format:

Scientific Name	Common Name	Size / Type	Units	Quantity

Research proposals must include:
1. A statement that clearly defines how the proposed research will benefit IRVM.
2. Research objectives, methods and timeline.
3. Principal investigator's previous experience with IRVM and/or native plants.
4. Project budget (to be completed in the Project Cost Summary, Match Summary and Grant Request Summary sections of the application). Include student stipends, capital equipment expenses, indirect fees (maximum 8%) and other expenses. Tuition and associated fees are not eligible for funding.

Please note that the LRTF Program is transitioning to an RFQ based research model in order to target the immediate research needs of the LRTF and IRVM programs at all levels. See the Funding Guidelines for more information.

Specialized Equipment proposals must include:
1. An explanation of why the equipment is needed to establish alternative forms of roadside vegetation, how it will be used and how it will make IRVM efforts more effective.
2. Product specifications and explanation for selection of requested item over comparable models.
3. Plan showing the areas of roadside that will be established.

PROJECT COST SUMMARY
This section outlines what the project or equipment purchase will cost to complete. This detailed list of items will make up the total project cost. Be certain to list each proposed work plan item and provide an adequate explanation in order to substantiate the funding request. Items should be separated logically and not lumped together so that is easy to determine what the grant funds are to be spent on and if the costs are eligible. If it is not possible to tie incurred costs directly to specific work plan items, the incurred costs may be deemed ineligible.

The first items should be listed on line #1 by entering a 1 in the line # box; then tab to the "Detailed Work Plan" Item and enter a description sufficient to determine applicability to the project and eligibility for funding and finally tab to the "Amount" box and enter the dollar amount for the line item. Press the tab key. If another line is required, click the "Add a Line" box with the mouse arrow and another line will appear. Repeat this process as much as needed to account for the "Total Project Cost". If no other lines are needed press the tab key until you arrive at the box you need to enter additional data. The "Total Project Cost" box automatically adds up the list of work plan item amounts. This same amount is entered in the "Total Project Cost" box under the "Grant Request Summary".

MATCH SUMMARY
The "Match Summary" section provides the opportunity to list sources and quantities of matching cash and in-kind contributions for the purchase of items or development of projects. Cash can come from any source that doesn't conflict with the LRTF guidelines. Examples of eligible in-kind contributions include estimated value of labor and use of existing equipment. LRTF funds and other LRTF funded activities are not eligible as matching funds or in-kind contributions.

The first item should be listed on line #1 by entering a 1 in the line "#" box; then tab to the "Cash Match Detail" item and enter a description sufficient to determine applicability to the project and eligibility for funding, and finally tab to the "Amount" box and enter the dollar amount for the line item. Press the tab key. If another line is required, click the "Add a Line" box with the mouse arrow and another line will appear. Repeat this process as much as needed to account for the items included in the "Cash Match Detail". If no other lines are needed, press the tab key until you arrive at the box you need to enter additional data. The "Total Cash Match Amount" box automatically adds up the list of "Cash Match" item amounts.

This process is repeated for the "In-kind Match Detail" section with the "Total In-kind Match Amount" and "Total Grant Match Amount" automatically calculated. This "Total Matching Funds" amount is also automatically entered in the "Grant Match Summary" section.

GRANT REQUEST SUMMARY
With the "Total Project Cost" and "Total Matching Funds" sections auto filled, the "Grant Match Percentage" is automatically calculated. The grant Guidelines stipulate what match percentage is required and so it is easy to check whether the match amount needed is available. The next box that needs to have an amount entered is the "Grant Amount Requested". Here again the LRTF Guidelines lay out clearly if there are maximum grant amounts that can be applied for. The amount requested is entered here. The tab key is pressed, and the reimbursement frequency can be selected from a drop-down list.

MINORITY IMPACT STATEMENT
Complete the Minority Impact Statement Form 105101. Please contact the Iowa Living Roadway Trust Fund coordinator with any questions.

APPLICATION CERTIFICATION
The Applicant Authorizing Official information should be automatically entered from the information entered on page 4. Complete the Submission Checklist making sure all items listed have been completed correctly and any supporting materials have been attached. Print the application for your records and submit the application by clicking the Submit button and emailing the application to the Iowa Living Roadway Trust Fund coordinator at lrtf.support@iowadot.us by the due date and time. Hard copies will not be accepted.

Criteria for evaluating proposals
Applications are reviewed by the LRTF Technical Advisory Committee and the LRTF Administrator to determine recommendations for funding. LRTF funds are allocated according to the following project funding categories and percentages: state 47.5% , county 32.5% and city 20%. Each application will be judged independently and then compared with others in the same category. Cash matches will be taken into consideration when reviewing applications for similar projects. Limited funding may result in eligible projects not being funded in order to fund other projects that are ranked higher.

Award of project funds
Upon final approval, the DOT will send notification to all applicants via email. Grant recipients will also be sent funding agreements and instructions for how to proceed. Original agreements must be signed by the authorizing official, project coordinator/manager and a witness and returned to the LRTF Administrator. Once final execution of the agreement by the DOT is made, the recipient will then receive approval to begin the project. No costs may be incurred for which reimbursement, payment or matching funds is desired before receiving this approval.

If you have questions, please contact:

Living Roadway Trust Fund Administrator
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010
515-239-1768
lrtf.support@iowadot.us

IOWADOT
Form 841702 (03-20)

LIVING ROADWAY TRUST FUND GRANT APPLICATION

Deadline: June 1st, 2020 4:00 p.m.

Read Application Instructions and FY 2021 Funding Guidelines before completing application.

Project Name: Herbicide Storage Cage and Shelving

APPLICANT INFORMATION

Grant Applicant (Agency, Organization, County...): Story County Conservation

Applicant Authorizing Official: Position/Title: Director

Title: Mr. First Name: Mike Last Name: Cox

Address 1: 56481 180th Street

Address 2:

Address 3:

City: Ames State: IA ZIP Code: 50010

E-mail: mcox@storycountyiowa.gov Phone: 515-232-2516 Fax:

Project Coordinator/Manager: Position/Title: Vegetation Management Biologist

Title: Mr. First Name: Joseph Last Name: Kooiker

Address 1: 837 N. Avenue

Address 2:

Address 3:

City: Nevada State: IA ZIP Code: 50201

E-mail: Jkooiker@storycountyiowa.gov Phone: 515-382-7367 Fax:

NOTIFICATION FOR WORK IN RIGHT-OF-WAY (PLANTING) PROJECTS

If applicable, select the type of right-of-way in which the proposed project will occur:

Jurisdiction representative who has been notified of the project proposal:

Name: Title:

E-mail: Phone:

Have all required permits, environmental clearances, easements and notifications been made or acquired?

If no, please explain:

IOWA DOT
Form 841702 (03-20)

PROJECT INFORMATION

Project Funding Category: County

Grant Applicant Type: County Jurisdiction

Project Type: Other Related Project

If Other Related Project type was selected please explain: Herbicide Storage

Estimated Start Date (MM/DD/YYYY): August 03, 2020

Estimated Completion Date (MM/DD/YYYY): May 31, 2021

Concise Project Summary:

In 1987 the Story County Board of Supervisors adopted a new plan for managing vegetation within its roadsides. A conservation based strategy was developed to integrate progressive trends in roadside development, natural resource and vegetation management to guide operations. This included the systematic, efficient and wise use of pesticides which remains a primary goal of the program to this day.

Story County is continuing this strategy by modernizing equipment and bringing herbicide storage facilities up to industry standards. In 2020 the Story County Roadside Management Department built a $52,500 addition to its current shop facility. This 40x40 addition will provide staff with a well lighted and ventilated space for a herbicide storage area.

The proposed grant will allow for the purchase of a Wire Mesh Security Room. This will provide a enclosed area in facility for secure storage and management of department's herbicide supply. Additionally leak proof shelving will be installed inside security room for safe storage of containers and related materials.

Detailed Project Description:

10 x 10 x 10 Wire Mesh Partition Security Room
10 gauge steel wire construction
Bolted wire mesh partitions with C- Channel frame
4' x 8' sliding gate with 2' transom on partition

Global Industrial Wide Span Rack
96" W x 36" D x 84" H
3 shelves adjustable at 1-1/2" increments
800 lb. capacity per level
Boltless assembly
Wire Decking
14 gauge steel

UltraTech Ultra-Spill Deck 1351 P2 Flexible Model
48" x 24" per deck
11 gallon capacity
Outer yellow sump with 18.5 oz. PVC material
Removable Polyethylene grating
Connectible to other decks for custom spill containment area
Meets SPCC, EPA Container Storage Regulation 40 CFR 264.175 and UFC Spill Containment Regulations

IOWADOT
Form 841702 (03-20)

PROJECT COST SUMMARY

Line #	Detailed Work Plan (Please include all workplan items to detail total project cost, including all match amounts)	Amount
1	Wire Mesh Partition Security Room	$1,700.00
2	Wide Span Rack	$400.00
3	(4) UltraTech 1351 P2 Model Ultra-Spill Decks	$900.00

Add a Line

Total Project Cost: **$3,000.00**

MATCH SUMMARY

Cash Match Detail
(Please include all cash match items found in the previous section)

Line #		Amount
2	Story County Conservation FY 2021 Budget	$1,000.00

Add a Line

Total Cash Match Amount: $1,000.00

In-Kind Match Detail
(Please include all in-kind match items found in the previous section)

Line #		Amount
3	Not Applicable	$0.00

Add a Line

Total In-Kind Match Amount: $0.00

Total Grant Match Amount: $1,000.00

GRANT REQUEST SUMMARY

Total Project Cost: **$3,000.00**

Total Matching Funds: **$1,000.00**

Grant Match Percentage: **33%**

Grant Amount Requested: **$2,000.00**

(Enter the amount of the grant for which you are applying)

Reimbursement Frequency: One Time (at Conclusion of Project)

IOWA DOT
Form 105101 (3-18)

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa that are due beginning January 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

☒ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:
The herbicide storage improvements referenced in this grant will benefit all citizens of Story County.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: Joseph Kooiker

Title: Vegetation Management Biologist

Definitions

"Minority Persons", as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians, or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability", as defined in Iowa Code Section 15.102, subsection 7, paragraph "b", subparagraph (1):
b. As used in this subsection:

(1) *"Disability"* means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"Disability" does not include any of the following:

(a) Homosexuality or bisexuality.
(b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
(c) Compulsive gambling, kleptomania, or pyromania.
(d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency", as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

APPLICATION CERTIFICATION:

I, the undersigned, certify that this project has been approved for submittal for Living Roadway Trust Fund grant consideration.

Grant Applicant (Agency, Organization, County...): Story County Conservation

Applicant Authorizing Official: Position/Title: Director

Title: Mr. First Name Mike Last Name: Cox

Submission Checklist:

☒ Iowa DOT Form 841702 (pages 3-6 and 9 of this document)

☒ Minority Impact Statement Form 105101 (pages 7 & 8 of this document)

☒ Supplemental Supporting Information (please attach using the Add Attachment button below)

Add Attachment

Print Application

Submit Application

FOR INTERNAL USE ONLY

Project Title:

File Name:

County Name: County Number: Received:

UltraTech Ultra-Spill Deck® 1351 P2 Flexible Model

Item #: T9AB885934

Not Yet Rated

Enter zip code for delivery date estimate

Global Industrial™ Wire Mesh Partition Security Room 10x10x10 without Roof - 4 Sides

Item #: T9A603305

Not Yet Rated

Ships Same Day. ?

Enter zip code for delivery date estimate

HEIGHT FEET

10'

Wire Mesh Partition Security Room

Global Industrial™ Wide Span Rack 96Wx36Dx84H, 3 Shelves Wire Deck 800 Lb Cap. Per Level, Gray

Item # T9AB2297066

Not Yet Rated

Ships Same Day. ?

Enter zip code for delivery date estimate

LIVING ROADWAY TRUST FUND
FY 2021 GRANT APPLICATION INSTRUCTIONS
APPLICATION DEADLINE: JUNE 1, 2020 4:00 PM

LIVING ROADWAY TRUST FUND

The purpose of the Living Roadway Trust Fund (LRTF) is to promote implementation of integrated roadside vegetation management (IRVM) on city, county or state rights-of-way or areas adjacent to traveled roadways. IRVM is a long-term approach to vegetation management that, in part, incorporates the use of the plant communities that provide a direct IRVM benefit best adapted to, and sustainable along, roadways. These may be native prairie plantings, and can also include savannah, wetland or woodland plantings.

APPLICANT INFORMATION

Types of projects eligible for consideration are dictated by Iowa Code 314.21 and Iowa Code 314.22 and include roadside inventories; gateway and roadside plantings; research, demonstration, education; specialized equipment for the establishment of alternative forms of vegetation, and other projects. Descriptions of all project categories are in the Funding Guidelines . All required fields throughout the application must be completed before the application is submitted. Applications will be ranked based on the information contained in the completed application, submitted on time.

Applications submitted after the due date and time may be deemed ineligible and not accepted for review. Applications may be submitted by city, county or state agencies; non-profit organizations and private citizens or groups. County and city applicants must have an updated IRVM plan on file with the Iowa Department of Transportation (DOT) by June 1, 2020. If one is not already on file, a digital copy of an updated IRVM plan must be sent to the Iowa DOT by the application due date and time that meets the criteria in the IRVM Plan Outline for Counties and Cities. In the event that your city or county does not already have a plan filed meeting these requirements, LRTF staff are available to assist you in its development.

NOTIFICATION FOR WORK IN RIGHT-OF-WAY (PLANTING) PROJECTS

All applicants proposing a project that will occur in the right-of-way must notify the jurisdiction responsible for the right-of-way. This information should be entered in this section of the application.

PROJECT INFORMATION

The Project Funding Type, Grant Applicant Type, Project Type, Estimated Start Date and Estimated Completion Date boxes should be completed according to your best knowledge of the project at the time of application. LRTF funds are allocated according to the following project funding categories: state, county and city. Funding will not be reallocated from one category to another during the review process.

Provide pertinent details about the proposed project in a short narrative in the Concise Project Summary section provided in the application. The description should be comprehensive but succinct. A more detailed narrative describing the project should be included in the Detailed Project Description section. Maps, images, plans and species lists should be included to give a detailed description of your project using the "Add Attachment" button at the end of the application. These materials should be formatted to 8 1/2" x 11" and limited to essential, clarifying items.

Roadside inventory, roadside remnant vegetation inventory, gateway, community entryways, scenic value protection and enhancement, demonstration projects and education proposals must include:

1. Project purpose, project goals and how goals will be accomplished and evaluated.
2. Individuals and organizations involved in project.

Gateway, community entryways, and scenic value protection and enhancement applications must also include:

1. A detailed map or aerial photo noting the project location in relationship to right-of-way, size of planting area and adjacent land use. If applicable, indicate the width of the roadside (from edge of traveled surface to right-of-way line). To assess safety, note where trees or shrubs will be planted (in feet) from the edge of traveled surfaces.
2. Name, phone number, and e-mail address of person coordinating maintenance of roadside, gateway or other project site.

3. A list of all plant species to be used in the project, arranged alphabetically by scientific name (guidelines for plant materials are in the Funding Guidelines). To ensure proposal eligibility, the species list must be presented in the following format:

Scientific Name	Common Name	Size / Type	Units	Quantity

Research proposals must include:
1. A statement that clearly defines how the proposed research will benefit IRVM.
2. Research objectives, methods and timeline.
3. Principal investigator's previous experience with IRVM and/or native plants.
4. Project budget (to be completed in the Project Cost Summary, Match Summary and Grant Request Summary sections of the application). Include student stipends, capital equipment expenses, indirect fees (maximum 8%) and other expenses. Tuition and associated fees are not eligible for funding.

Please note that the LRTF Program is transitioning to an RFQ based research model in order to target the immediate research needs of the LRTF and IRVM programs at all levels. See the Funding Guidelines for more information.

Specialized Equipment proposals must include:
1. An explanation of why the equipment is needed to establish alternative forms of roadside vegetation, how it will be used and how it will make IRVM efforts more effective.
2. Product specifications and explanation for selection of requested item over comparable models.
3. Plan showing the areas of roadside that will be established.

PROJECT COST SUMMARY
This section outlines what the project or equipment purchase will cost to complete. This detailed list of items will make up the total project cost. Be certain to list each proposed work plan item and provide an adequate explanation in order to substantiate the funding request. Items should be separated logically and not lumped together so that is easy to determine what the grant funds are to be spent on and if the costs are eligible. If it is not possible to tie incurred costs directly to specific work plan items, the incurred costs may be deemed ineligible.

The first items should be listed on line #1 by entering a 1 in the line # box; then tab to the "Detailed Work Plan" Item and enter a description sufficient to determine applicability to the project and eligibility for funding and finally tab to the "Amount" box and enter the dollar amount for the line item. Press the tab key. If another line is required, click the "Add a Line" box with the mouse arrow and another line will appear. Repeat this process as much as needed to account for the "Total Project Cost". If no other lines are needed press the tab key until you arrive at the box you need to enter additional data. The "Total Project Cost" box automatically adds up the list of work plan item amounts. This same amount is entered in the "Total Project Cost" box under the "Grant Request Summary".

MATCH SUMMARY
The "Match Summary" section provides the opportunity to list sources and quantities of matching cash and in-kind contributions for the purchase of items or development of projects. Cash can come from any source that doesn't conflict with the LRTF guidelines. Examples of eligible in-kind contributions include estimated value of labor and use of existing equipment. LRTF funds and other LRTF funded activities are not eligible as matching funds or in-kind contributions.

The first item should be listed on line #1 by entering a 1 in the line "#" box; then tab to the "Cash Match Detail" item and enter a description sufficient to determine applicability to the project and eligibility for funding, and finally tab to the "Amount" box and enter the dollar amount for the line item. Press the tab key. If another line is required, click the "Add a Line" box with the mouse arrow and another line will appear. Repeat this process as much as needed to account for the items included in the "Cash Match Detail". If no other lines are needed, press the tab key until you arrive at the box you need to enter additional data. The "Total Cash Match Amount" box automatically adds up the list of "Cash Match" item amounts.

This process is repeated for the "In-kind Match Detail" section with the "Total In-kind Match Amount" and "Total Grant Match Amount" automatically calculated. This "Total Matching Funds" amount is also automatically entered in the "Grant Match Summary" section.

GRANT REQUEST SUMMARY
With the "Total Project Cost" and "Total Matching Funds" sections auto filled, the "Grant Match Percentage" is automatically calculated. The grant Guidelines stipulate what match percentage is required and so it is easy to check whether the match amount needed is available. The next box that needs to have an amount entered is the "Grant Amount Requested". Here again the LRTF Guidelines lay out clearly if there are maximum grant amounts that can be applied for. The amount requested is entered here. The tab key is pressed, and the reimbursement frequency can be selected from a drop-down list.

MINORITY IMPACT STATEMENT
Complete the Minority Impact Statement Form 105101. Please contact the Iowa Living Roadway Trust Fund coordinator with any questions.

APPLICATION CERTIFICATION
The Applicant Authorizing Official information should be automatically entered from the information entered on page 4. Complete the Submission Checklist making sure all items listed have been completed correctly and any supporting materials have been attached. Print the application for your records and submit the application by clicking the Submit button and emailing the application to the Iowa Living Roadway Trust Fund coordinator at lrtf.support@iowadot.us by the due date and time. Hard copies will not be accepted.

Criteria for evaluating proposals
Applications are reviewed by the LRTF Technical Advisory Committee and the LRTF Administrator to determine recommendations for funding. LRTF funds are allocated according to the following project funding categories and percentages: state 47.5% , county 32.5% and city 20%. Each application will be judged independently and then compared with others in the same category. Cash matches will be taken into consideration when reviewing applications for similar projects. Limited funding may result in eligible projects not being funded in order to fund other projects that are ranked higher.

Award of project funds
Upon final approval, the DOT will send notification to all applicants via email. Grant recipients will also be sent funding agreements and instructions for how to proceed. Original agreements must be signed by the authorizing official, project coordinator/manager and a witness and returned to the LRTF Administrator. Once final execution of the agreement by the DOT is made, the recipient will then receive approval to begin the project. No costs may be incurred for which reimbursement, payment or matching funds is desired before receiving this approval.

If you have questions, please contact:

Living Roadway Trust Fund Administrator
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010
515-239-1768
lrtf.support@iowadot.us

IOWADOT
Form 841702 (03-20)

LIVING ROADWAY TRUST FUND GRANT APPLICATION

Deadline: June 1st, 2020 4:00 p.m.

Read Application Instructions and FY 2021 Funding Guidelines before completing application.

Project Name: Tandem Axle Equipment Trailer

APPLICANT INFORMATION

Grant Applicant (Agency, Organization, County...): Story County Conservation

Applicant Authorizing Official: Position/Title: Director

Title: Mr. First Name: Mike Last Name: Cox

Address 1: 56481 180th Street

Address 2:

Address 3:

City: Ames State: IA ZIP Code: 50010

E-mail: mcox@storycountyiowa.gov Phone: 515-232-2516 Fax:

Project Coordinator/Manager: Position/Title: Vegetation Management Biologist

Title: Mr. First Name: Joesph Last Name: Kooiker

Address 1: 837 N. Avenue

Address 2:

Address 3:

City: Nevada State: IA ZIP Code: 50201

E-mail: Jkooiker@storycountyiowa.gov Phone: 515-382-7367 Fax:

NOTIFICATION FOR WORK IN RIGHT-OF-WAY (PLANTING) PROJECTS

If applicable, select the type of right-of-way in which the proposed project will occur:

Jurisdiction representative who has been notified of the project proposal:

Name: Title:

E-mail: Phone:

Have all required permits, environmental clearances, easements and notifications been made or acquired?

If no, please explain:

IOWADOT
Form 841702 (03-20)

PROJECT INFORMATION

Project Funding Category: County

Grant Applicant Type: County Jurisdiction

Project Type: Equipment-Specialized

If Other Related Project type was selected please explain:

Estimated Start Date (MM/DD/YYYY): August 03, 2020

Estimated Completion Date (MM/DD/YYYY): May 31, 2021

Concise Project Summary:

Story County's Roadside Management program was officially adopted in February of 1987 and with the assistance from the LRTF program, it has evolved as one of the most progressive and active Roadside Programs in the State. Thirty-three years later our SCRM plan still prioritizes many of the same vegetation management goals that were initially adopted. This includes erosion control and planting establishment in ROW clean-outs,regrades and other roadside construction areas. Since 1987 Story County SCRM has installed thousands of linear feet/square yards of erosion control material and planted over 1,500 acres of ROW with native prairie species .
To accomplish this goal, various tractors, utvs, cultipackers, discs and other related equipment/material must be transported safely and efficiently across the county to various job sites..
Our current process of mobilizing equipment and materials requires borrowing a trailer from other departments if available or driving the equipment to the site. SCRM needs to make improvements to this process. The addition of a heavy duty tandem axle trailer to our inventory would greatly increase efficiency and would aide SCRM in achieving it's seeding/erosion control goals. We are asking in this grant for assistance with the purchase of 84"x20' Heavy Duty Equipment Trailer to help reach these objectives.

Detailed Project Description:

84"x 20' Heavy Duty Equipment Trailer
Tandem Axle
7,000 Cargo Rating
Diamond Plate Teardrop Fenders
2K Removable Jack
2' Treated Pine Deck
Break-A-Way Safety Switch w/ Battery
E-Z Lube Hubs
Stake Pocket Tie Downs
HD Fold Down Ramps
Heavy Duty D-Rings
Flush Mounted LED Lighting

IOWADOT
Form 841702 (03-20)

PROJECT COST SUMMARY

Line #	Detailed Work Plan (Please include all workplan items to detail total project cost, including all match amounts)	Amount
1	Tandem Axle Equipment Trailer	$4,000.00

Add a Line

Total Project Cost: **$4,000.00**

IOWADOT
Form 841702 (03-20)

MATCH SUMMARY

Cash Match Detail

(Please include all cash match items found in the previous section)

Line #		Amount
2	Story County Conservation FY 2021 Budget	$1,200.00

Add a Line

Total Cash Match Amount: $1,200.00

In-Kind Match Detail

(Please include all in-kind match items found in the previous section)

Line #		Amount
3	Not Applicable	$0.00

Add a Line

Total In-Kind Match Amount: $0.00

Total Grant Match Amount: $1,200.00

GRANT REQUEST SUMMARY

Total Project Cost: **$4,000.00**

Total Matching Funds: **$1,200.00**

Grant Match Percentage: **30%**

Grant Amount Requested: **$2,800.00**

(Enter the amount of the grant for which you are applying)

Reimbursement Frequency: One Time (at Conclusion of Project)

IOWADOT
Form 105101 (3-18)

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa that are due beginning January 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

☒ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:
The purchase of this equipment trailer will benefit all residents of Story County.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: _____

Title: _____

Definitions

"Minority Persons", as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians, or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability", as defined in Iowa Code Section 15.102, subsection 7, paragraph "b", subparagraph (1):
b. As used in this subsection:

(1) *"Disability"* means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

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(a) Homosexuality or bisexuality.
(b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
(c) Compulsive gambling, kleptomania, or pyromania.
(d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency", as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

IOWA DOT
Form 841702 (03-20)

APPLICATION CERTIFICATION:

I, the undersigned, certify that this project has been approved for submittal for Living Roadway Trust Fund grant consideration.

Grant Applicant (Agency, Organization, County...): Story County Conservation

Applicant Authorizing Official: Position/Title: Director

Title: Mr. First Name Mike Last Name: Cox

Submission Checklist:

☒ Iowa DOT Form 841702 (pages 3-6 and 9 of this document)

☒ Minority Impact Statement Form 105101 (pages 7 & 8 of this document)

☒ Supplemental Supporting Information (please attach using the Add Attachment button below)

Add Attachment

Print Application

Submit Application

FOR INTERNAL USE ONLY

Project Title:

File Name:

County Name: County Number: Received:

2020 Doolittle 84x20 7k Extreme Equipment Trailer
Flip Ramps
Brakes on Both Axles
HD Fenders are now standard
5 Year Structural Warranty
$4,125.00
- 200.00 Gov't Discount
$3,925.00 Delivered to our location in Grinnell, Ia.

I would have to build one as I don't have anything like that in stock. Build time is roughly 5-6 weeks.

Let me know if you have any other questions.

Thanks,

JOSH LACAEYSE
LACAEYSE TRAILER SALES & TRUCK ACCESSORIES
4192 HWY 146
GRINNELL, IA 50112
PHONE: 641-990-2674
FAX: 641-236-3168

HD PRO SERIES
8418
DOOLITTLE

STORY COUNTY CONSERVATION

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

Memorandum

To: Story County Conservation Board

From: Michael D. Cox, Director

Date: May 11, 2020

Re: Consideration of Prairie Valley Subdivision Management Agreement, Preliminary Plat and Covenants

---

The attached documents and plans describe a unique residential development which recognizes and protects important environmental resources on the site. The area proposed to be developed contains a remnant prairie ecosystem which had been identified as a potential environmentally sensitive area. Story County granted the developer a conditional rezoning request in December 2018 with conditions which protect the remnant prairie. The developer has complied with all conditions. Story County Conservation identified protective measures which would need to be met through design or in management agreement or easement. These protective measures and conditions for approval are met in one of more of a series of plans and documents. The preliminary plat calls for a design which protects the sensitive areas while allowing development of the approved number of lots. The management agreement calls for additional protective measures and deeding the sensitive areas to Story County. The covenants call for future homeowners to utilize protective measures for the sensitive areas.

Donation of this property to Story County will require Story County operational expenses. The property will be very passively managed for its environmental resources and intrinsic public enjoyment via trail access. Costs (start-up and annual operating) are anticipated to be $34,000 for year one and $17,000 in following years.

This unique development permanently protects environmentally sensitive areas in ways never before done in Story County. The developer has been committed to the vision of a development which supports and heightens awareness of environmental resources.

The subdivision proposal will need approval from the Planning and Zoning Commission and the Board of Supervisors.

Attached is the Planning and Development Staff report for detailed information

Staff urges your approval of the management agreement, preliminary plat, covenants, and easement.

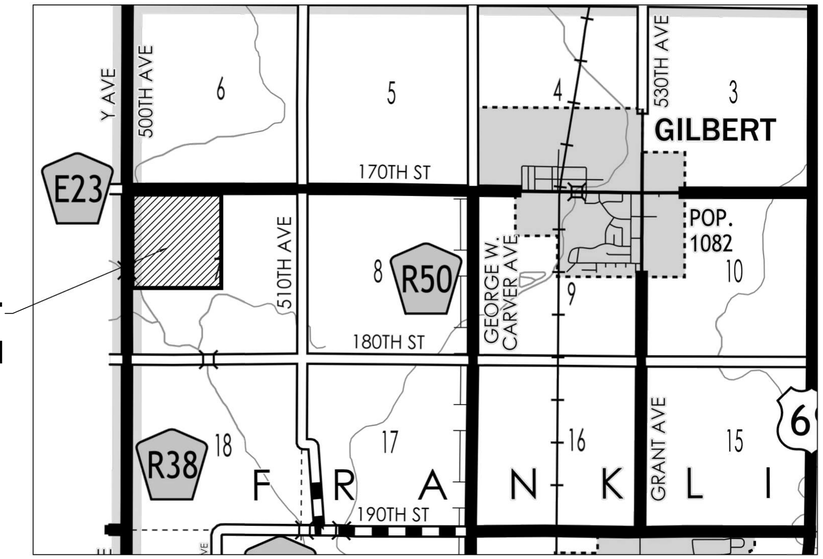
Approval	Disapproval
Date	Date

PRELIMINARY PLAT
PRAIRIE VALLEY - MAJOR SUBDIVISION

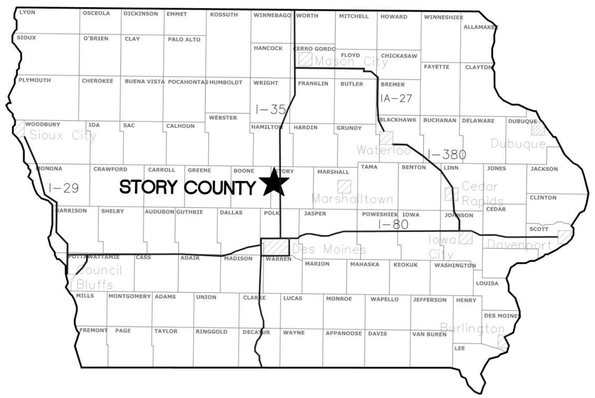
SE CORNER OF 500TH AVE & 170TH ST.
STORY COUNTY, IA

INDEX OF SHEETS

NO.	DESCRIPTION
G1.1	COVER SHEET
G1.2	LEGEND & PROTECTION SUBDRAIN DETAIL
G1.3	TYPICAL ROADWAY CROSS SECTION
C1.1	EXISTING CONDITIONS AND BOUNDARY
C2.1 - C2.3	PROPOSED SUBDIVISION LAYOUT
C3.1 - C3.3	PROPOSED LOT DIMENSIONS
C4.1	OWNERSHIP AND FENCING PLAN
C4.2	STEEP SLOPES MAP
EC.1 - EC.4	EROSION CONTROL PLAN
PP1.1 - PP1.7	ROADWAY PLAN & PROFILE



LOCATION MAP NORTH



IOWA ONE CALLSM
1-800-292-8989
www.iowaonecall.com
811 Know what's below. Call before you dig.

GENERAL NOTE: ALL UTILITIES ARE ONLY GENERALLY LOCATED. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND EXPOSING ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION BEFORE CONSTRUCTION BEGINS.

THIS PROJECT IS COVERED BY THE IOWA DEPARTMENT OF NATURAL RESOURCES NPDES GENERAL PERMIT NO. 2. THE CONTRACTOR SHALL CARRY OUT THE TERMS AND CONDITIONING OF GENERAL PERMIT NO. 2 AND STORM WATER POLLUTION PREVENTION PLAN WHICH IS PART OF THESE CONTRACT DOCUMENTS. REFER TO SECTION 2602 OF THE DOT STANDARD SPECIFICATION FOR ADDITIONAL INFORMATION.

SURVEY NOTE: CONTOURS SHOWN ARE CREATED FROM A COMBINATION OF FOX ENGINEERING SURVEYS COMPLETED SUMMER/FALL 2019 AND AEROVIEW AERIAL SURVEY.

THE STATEWIDE URBAN DESIGN & SPECIFICATIONS (SUDAS) AND STORY COUNTY SUPPLEMENT TO SUDAS ALONG WITH SPECIFIC PROJECT SUPPLEMENTAL SPECIFICATIONS & SPECIAL PROVISIONS SHALL APPLY TO THIS PROJECT.

FOX engineering

PRELIMINARY PLAT DATA:

Applicant
Friedrich Realty
Att: Kurt Friedrich
106 6th Street
Ames, IA 50010

Owner
Quarry Estates, LLC
619 E. Lincoln Way
Ames, IA 50010

Plan Preparation
FOX Engineering Associates Inc.
414 South 17th Street, Suite 107
Ames, IA 50010
Contact: John Gade, P.E.
ph (515) 233-0000
email jmg@foxeng.com

Survey Datum
All elevations are to NAV 88 unless otherwise noted

Flood Information
The SW portion of the site is Flood Zone A as per FIRM Map Panel No. 19169C0130E, dated 2/20/2008

Current Land Use

Pasture	= 66 AC
Farmed (hay ground)	= 25 AC
Farmed (row crop)	= 19 AC
Farmed (long term prairie)	= 41 AC
Stream channels/road right of way	= 9 AC
TOTAL	= 160 AC

Proposed Lots
70 total lots

Lots per Acre (Density)
0.44 lots per acre

Existing Easements
No existing easements are on this property

Drainage District
The property has three (3) Story County Drainage Districts
Drainage District #8, Drainage District #67, & Drainage District #95

Legal Description
The Northwest Quarter of Section 7, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa, except the West 125 feet of the Northwest Quarter of said Northwest Quarter and except the West 120 feet of the Southwest Quarter of said Northwest Quarter

Site Location
SE Corner of 500th Ave & 170th Street, Story County, Iowa

Site Area
163.38 acres which includes 2.49 acres of public right of way

Zoning
A-1 Agriculture
Conditional Zoning of R-1 "Transitional Residential District"
Floodplain & Environmental Sensitive Area: Proposed Zoning to GBC "Greenbelt Conservation"

Parcel Identification No.
05-07-100-105, 05-07-100-200, 05-07-100-305, & 05-07-100-400

R-1 Bulk Requirements

Lot Area	= 25,000 SF
Front Setback	= 40 FT
Side Setback	= 10 FT
Side Setback Corner Lot	= 25 FT
Flag Yard Setback	= 20 FT
Rear Setback	= 35 FT
Lot Width	= 90 FT
Structure Width	= 20 FT
Max Structure Height	= 40 FT

Districts

School	- Gilbert
Water	- Xenia
Gas	- Alliant Energy
Electric	- Midland Power
Emergency	- Gilbert Fire & Rescue
Water Shed	- Squaw Creek

911 Addresses
All new lots shall require a 911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. 911 addresses shall be assigned by Story County at the request of the property owner

Certification: I hereby certify that the perimeter boundary of this preliminary plat was surveyed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

R. Bradley Stumbo License #17161
My license expires December 31, 2021
Date: 4/23/2020

R. BRADLEY STUMBO LICENSED 17161 IOWA LAND SURVEYOR

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

JOHN M. GADE P.E. 4.23.2020
License number 16015 DATE

My license renewal date is December 31, 2021.

Pages or sheets covered by this seal: ALL

LICENSED PROFESSIONAL ENGINEER JOHN M. GADE 16015 IOWA

PRAIRIE VALLEY - MAJOR SUBDIVISION

DRAWING FILENAME: K:\Iproj\5000\5470-18A Dotson Farms\Drawings\General\5470-18A COVER.dwg
PLOT STYLE TABLE: FoxGray-Scale.ctb
LAYER MNGR NAME:
LAYOUT NAME: G1.1

REVISION	DATE	BY

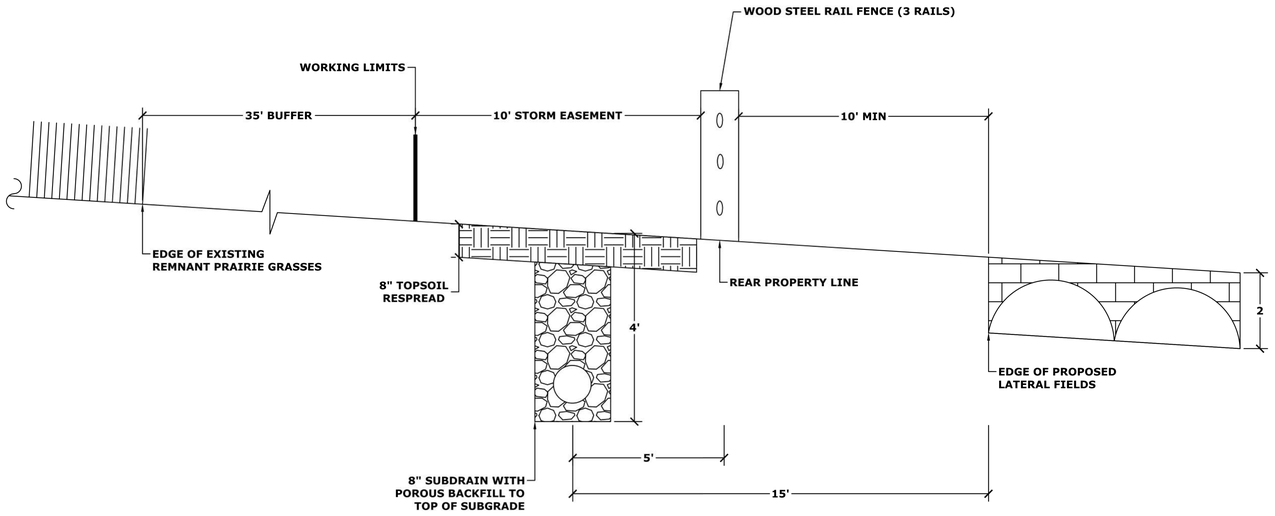
DESIGNED: JMG
DRAWN: SRS
CHECKED:
LAST UPDATE: 04/21/20

FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103
FOX engineering

COVER SHEET
PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORNER OF 500TH AVE & 170TH ST.
STORY COUNTY, IA

PROJECT NO. 5470-18A

SHEET G1.1



1 / G1.2 PROTECTION SUBDRAIN DETAIL

NO SCALE

CIVIL LEGEND

LINEWORK

EXISTING	PROPOSED	
		BUILDING
		CONCRETE PAVING
		ASPHALT PAVING
		SIDEWALK
		PROPERTY LINE
		EASEMENT
		BUILDING SETBACK LINE
x x x	X X X	FENCE –BARBED WIRE
o	o	FENCE –CHAIN LINK
□ □ □	□ □ □	FENCE –VINYL
□	▪	FENCE –WOOD
		FENCE –SILT
W	W	WATER MAIN
		STORM SEWER / CULVERT
		STORM SEWER SUBDRAIN
SAN	SAN	SANITARY SEWER
FM	FM	FORCE MAIN
OHP	OHE	ELECTRIC –OVERHEAD
UGP	UGE	ELECTRIC –UNDERGROUND
OT	OT	TELEPHONE –OVERHEAD
T	T	TELEPHONE –UNDERGROUND
FO	FO	FIBER OPTIC
G	G	NATURAL GAS
		TREE LINE
		CROP LINE
		RAIL ROAD TRACK
880 881	880 881	GROUND SURFACE CONTOURS
		LIMITS OF CONSTRUCTION

SYMBOLS

EXISTING	PROPOSED		EXISTING	PROPOSED	
o	●	BOLLARD			STORM SEWER INTAKE, SW–501/ 502
		BUSH			
T		CABLE TV PEDESTAL			STORM SEWER INTAKE, SW–503/ 504
		CONTROL/ TRAVERSE POINT			
S	S	CURB STOP			STORM SEWER INTAKE, SW–505
E		ELECTRICAL PEDESTAL			
		ELECTRICAL MANHOLE			STORM SEWER INTAKE, SW–506
		ELECTRICAL TRANSFORMER			
FO		FIBER OPTIC PEDESTAL			STORM SEWER INTAKE, SW–507/ 508
		GAS METER			
GV		GAS VALVE			STORM SEWER INTAKE, SW–509/ 510
		FIRE HYDRANT			STORM SEWER INTAKE, SW–511
JB		JUNCTION BOX			STORM SEWER INTAKE, SW–512/ BEEHIVE
		LIGHT POLE			STORM SEWER INTAKE, SW–513
		MAIL BOX			
MH		MANHOLE (UNKNOWN)			STORM SEWER, FLARED END SECTION
		PROPERTY CORNER –FOUND			
		POWER POLE			STORM SEWER MANHOLE
		RIGHT OF WAY RAIL			STORM SEWER SUBDRAIN CLEANOUT
●	●	SANITARY CLEANOUT	T		TELEPHONE MANHOLE
S	S	SANITARY MANHOLE	T		TELEPHONE PEDESTAL
		SECTION CORNER –FOUND			TRAFFIC POLE
		SIGN	W		WATER MANHOLE
		STUMP	W		WATER METER
		TREE –DECIDUOUS	WV		WATER VALVE
					WITNESS POST
		TREE –EVERGREEN			YARD HYDRANT

ABBREVIATIONS

FG	– FORM GRADE (GUTTER)	FL	– FLOWLINE	BOP	– BEGINNING OF PROJECT
TOC	– TOP OF CURB	INV	– INVERT	EOP	– END OF PROJECT
TOW	– TOP OF WALK	PL	– PROPERTY LINE	PC	– POINT OF CURVATURE
FFE	– FINISH FLOOR ELEVATION	ROW	– RIGHT OF WAY	PT	– POINT OF TANGENCY
TOB	– TOP OF BANK	PUE	– PUBLIC UTILITY EASEMENT	PI	– POINT OF INTERSECTION
TOE	– TOE OF SLOPE	CL	– CENTER LINE		

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PLOT STYLE TABLE: FoxGray5Gal.ctb
LAYER MNGR NAME
LAYOUT NAME: G1.2

REVISION	DATE	DESIGNED:	BY	DATE
		DRAWN:		
		CHECKED:		

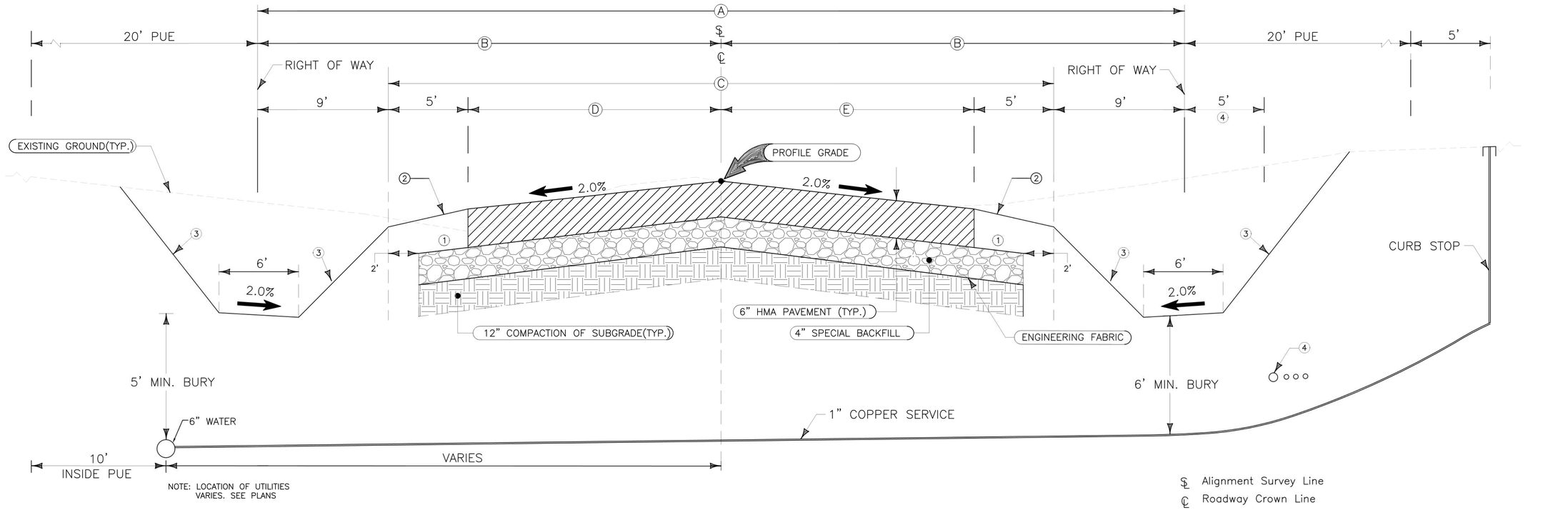
LAST UPDATE: 04/21/20

FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103
FOX engineering

LEGEND & PROTECTION SUBDRAIN DETAIL
PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORNER OF 500TH AVE & 170TH ST.
STORY COUNTY, IA

PROJECT NO.
5470-18A

SHEET
G1.2



NOTE: LOCATION OF UTILITIES VARIES. SEE PLANS

$\mathbb{\$}$ Alignment Survey Line

℄ Roadway Crown Line

(1) Subgrade Preperation 3' Outside Edge of Pavement

(2) 5' shoulder @ 5.0%, 6" Minimum Black Topsoil

(3) Slope MAX 3:1 (H:V), 2' min. depth, 12" min. Topsoil Placement

(4) Locate Public Utilities 5' Inside Easement
Gas, Electric, cable, phone

A FEET	B FEET	C FEET	D FEET	E FEET
50'	25'	32'	11'	11'

1 / G1.3 TYPICAL ROADWAY CROSS SECTION
HMA PAVING
NO SCALE

DRAWING FILENAME
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REVISION	DATE	BY
		DESIGNED:
		DRAWN:
		CHECKED:

DATE: 04/20 | BY: JMG
DATE: 04/20 | BY: SRS
LAST UPDATE: 04/21/20

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414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

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TYPICAL ROADWAY CROSS SECTION
PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORNER OF 500TH AVE & 170TH ST.
STORY COUNTY, IA

PROJECT NO.
5470-18A

SHEET
G1.3

DRAWING FILENAME		
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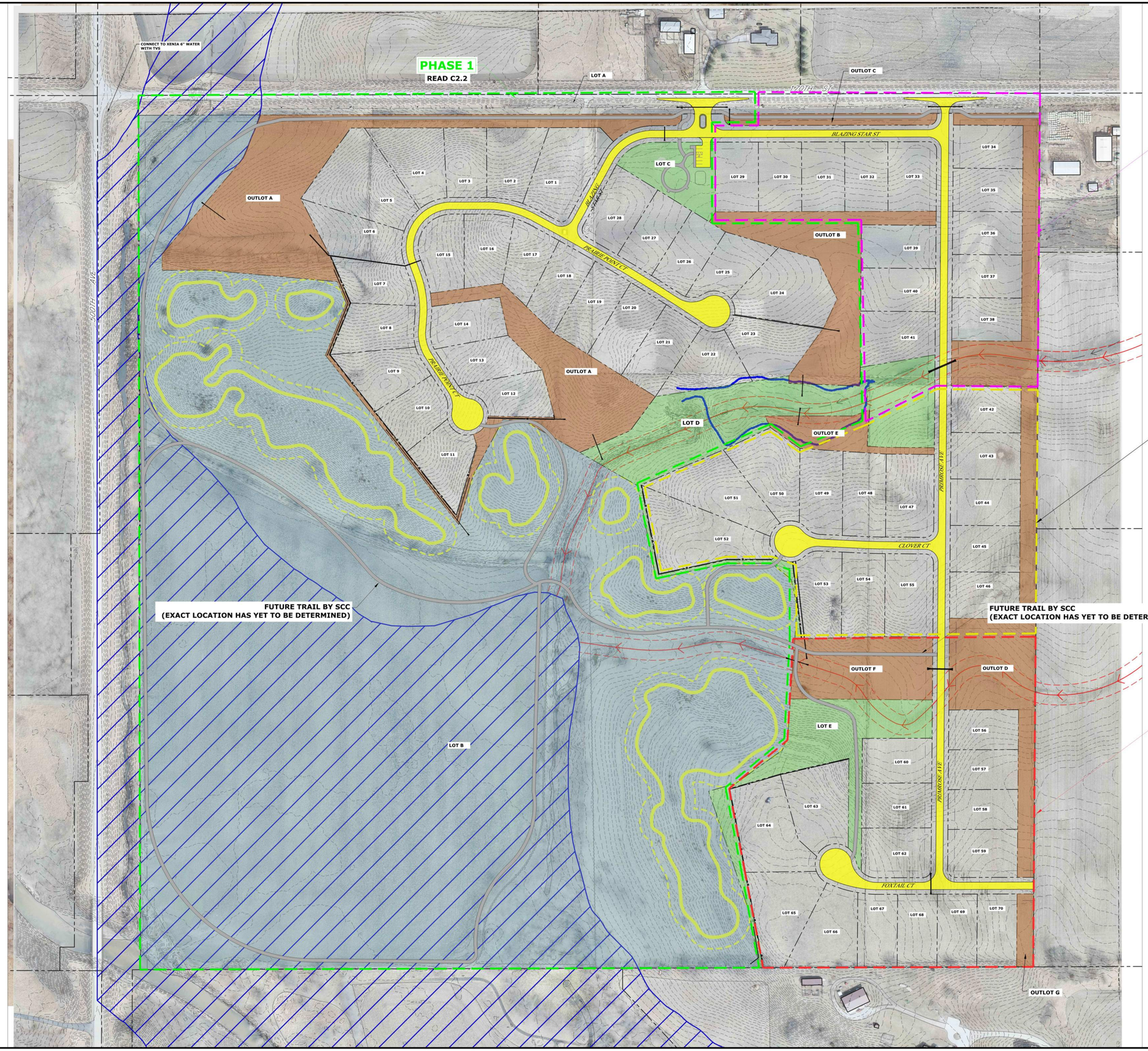
SHEET C1.1	PROJECT NO. 5470-18A	EXISTING CONDITIONS AND BOUNDARY PRAIRIE VALLEY - MAJOR SUBDIVISION PRELIMINARY PLAT SE CORNER OF 500TH AVE & 170TH ST STORY COUNTY, IOWA	FOX engineering	FOX Engineering Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010 Phone: (515) 233-0000 FAX: (515) 233-0103	DATE / REVISION / BY / DATE DESIGNED: JMG 04/20 DRAWN: SRS 04/20 CHECKED: LAST UPDATE: 04/23/20



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LAYER MNGR NAME:
LAYOUT NAME: C2.1

REVISION	DATE	BY

DESIGNED: JMG 04/20
DRAWN: SRS 04/20
CHECKED:
LAST UPDATE: 04/23/20

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

SUBDIVISION LAYOUT

PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORNER OF 500TH AVE & 170TH ST
STORY COUNTY, IOWA

PROJECT NO.
5470-18A

SHEET
C2.1

CONNECT TO XENIA 6" WATER WITH TVS
20' P.U.E. & TRAIL EASEMENT
LATERAL FIELDS (TYP)
LOT A
60'
CURBED ISLAND WITH ENTRANCE SIGN
18" CULVERT
OUTLOT C
170TH ST
276.5'
248.7'
18" CULVERT
20' P.U.E. & TRAIL EASEMENT
MAILBOX CLUSTER
R7.5'
23.5
R35'
R39'
6' (TYP)
50'
100'
18" CULVERT
BLAZING STAR ST
R15'
R139'
PARKING LOT BY DEVELOPER
20' P.U.E.
6" WATER (TYP)
WATER SERVICE (TYP)
LOT C
FUTURE PARK (BY STORY COUNTY)
LOT 34
LOT 29
LOT 30
LOT 31
LOT 32
LOT 33
LOT 4
LOT 3
LOT 2
LOT 1
15" ST
OUTLOT A
LOT 5
20' P.U.E.
R39' (TYP)
BLAZING STAR ST
LOT 28
25' X 665' L.F.E.
OUTLOT B
LOT 35
40' L.F.E.
50' BUFFER
PCS1
ST1
LOT 6
ST3
LOT 27
LOT 36
L.F.E. (70' X 120') FOR LOT 7
18" SS
LOT 15
LOT 16
LOT 17
PRAIRIE POINT CT
20' P.U.E.
LOT 26
LOT 39
ST2
LOT 18
22' (TYP)
LOT 25
LOT 37
LOT 7
50' ROW (TYP)
LOT 24
LOT 40
8" PROTECTIVE SUBDRAIN
LOT 19
LOT 20
20' P.U.E.
ST5
LOT 38
LOT 8
LOT 14
LOT 23
18" SS
POTENTIAL ROADWAY CONNECTION FOR FUTURE DEVELOPMENT TO THE EAST
L.F.E
LOT 21
LOT 41
20' P.U.E.
20' P.U.E.
LOT 22
PCS3
4' X 4' BOX CULVERT
35' BUFFER (TYP)
LOT 9
LOT 13
OUTLOT A
24" SS
60' DRAINAGEWAY BUFFER (TYP)
20' P.U.E.
PRAIRIE POINT CT
18" SS
50' ROW
22'
LOT 12
LOT 42
REMNANT PRAIRIE GRASSES (TYP)
LOT 10
Ø96' (TYP)
PCS2
24" SS
LOT D
ST4
15" SS
OUTLOT E
PCS4
Ø124' ROW (TYP)
LOT 11
LOT 43
PRIMROSE AVE
8" PROTECTIVE SUBDRAIN
8" PROTECTIVE SUBDRAIN
40' L.F.E.
LOT 51
LOT 50
LOT 49
LOT 48
LOT 44
APPROXIMATE TRAIL LOCATION (BY STORY COUNTY)
LOT 47
50' BUFFER
20' P.U.E.
FLOODPLAIN
LOT 52
CLOVER CT
LOT 45
20' P.U.E.
GREENBELT CONSERVATION DISTRICT BOUNDARY (LOT B)
ST6
18" SS
LOT 53
LOT 54
LOT 55
LOT 46
18" SS
20' P.U.E. & TRAIL EASEMENT
500TH AVE

LATERAL FIELD LOCATION

50' X 100' OR 60' X 80'
ALL LATERAL FIELDS WILL BE PROTECTED PRIOR TO CONSTRUCTION WITH FENCING (NO GRADING/HEAVY EQUIPMENT ALLOWED)

LATERAL FIELD EASEMENT (L.F.E.)

PCS = POND CONTROL STRUCTURE

SS = STORM SEWER

ST = STORM STRUCTURE

0 100' 200'

DRAWING FILENAME
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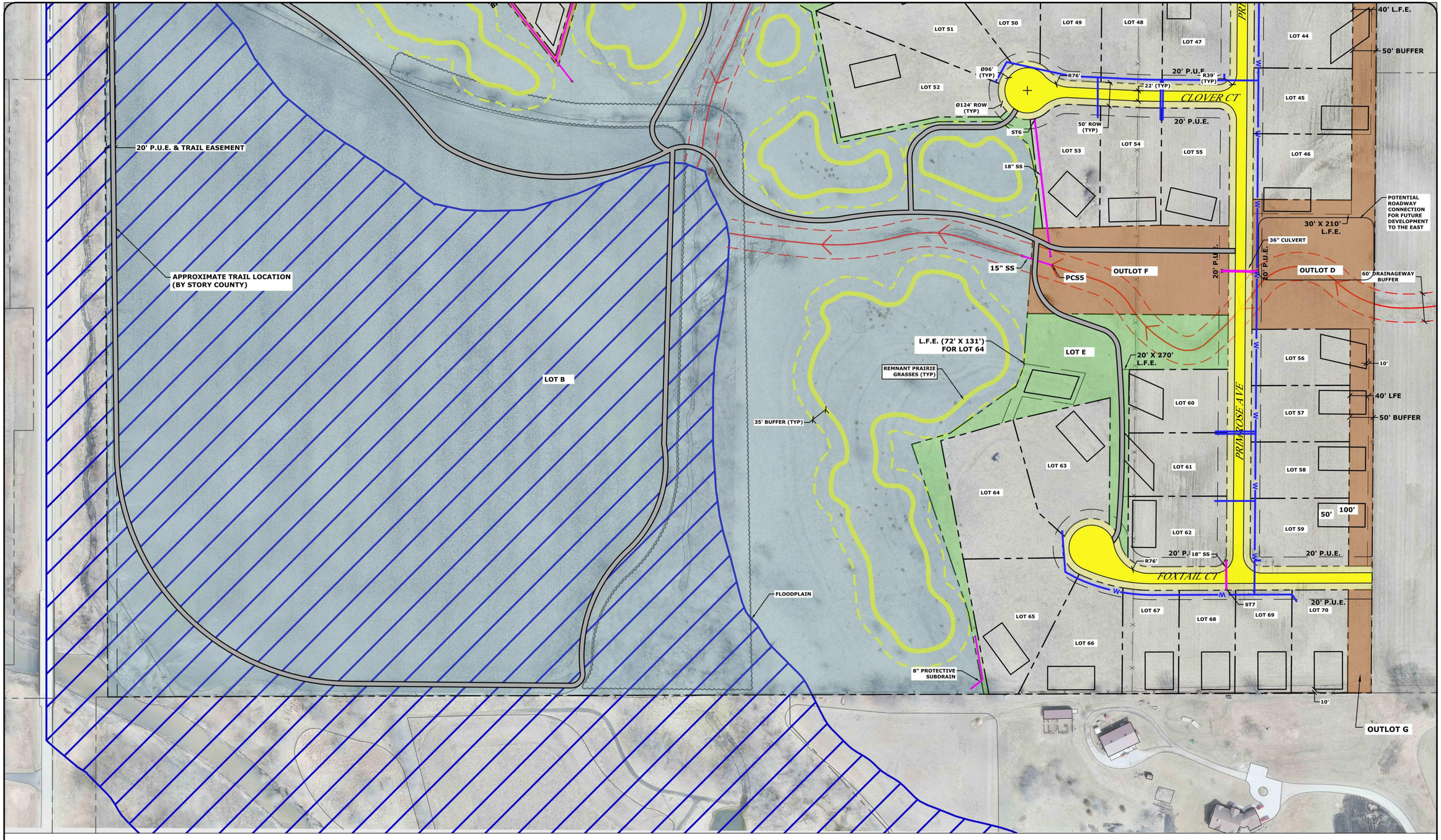
PLOT STYLE TABLE: FoxGreyScale.ctb
LAYER MNGR NAME
LAYOUT NAME: C2.2

DATE	BY	REVISION



LATERAL FIELD LOCATION

50' X 100' OR 60' X 80'
ALL LATERAL FIELDS WILL BE PROTECTED PRIOR TO CONSTRUCTION WITH FENCING (NO GRADING/HEAVY EQUIPMENT ALLOWED)

LATERAL FIELD EASEMENT (L.F.E.)

PCS = POND CONTROL STRUCTURE

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0 100' 200'

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PLOT STYLE TABLE	LAYER MNGR NAME	LAYOUT NAME
FoxGrayScale.ctb		C2.3

DATE	BY	
	DESIGNED:	
	DRAWN:	
	CHECKED:	
04/20	JMG	LAST UPDATE: 04/23/20
04/20	SRS	

REVISION

DATE

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

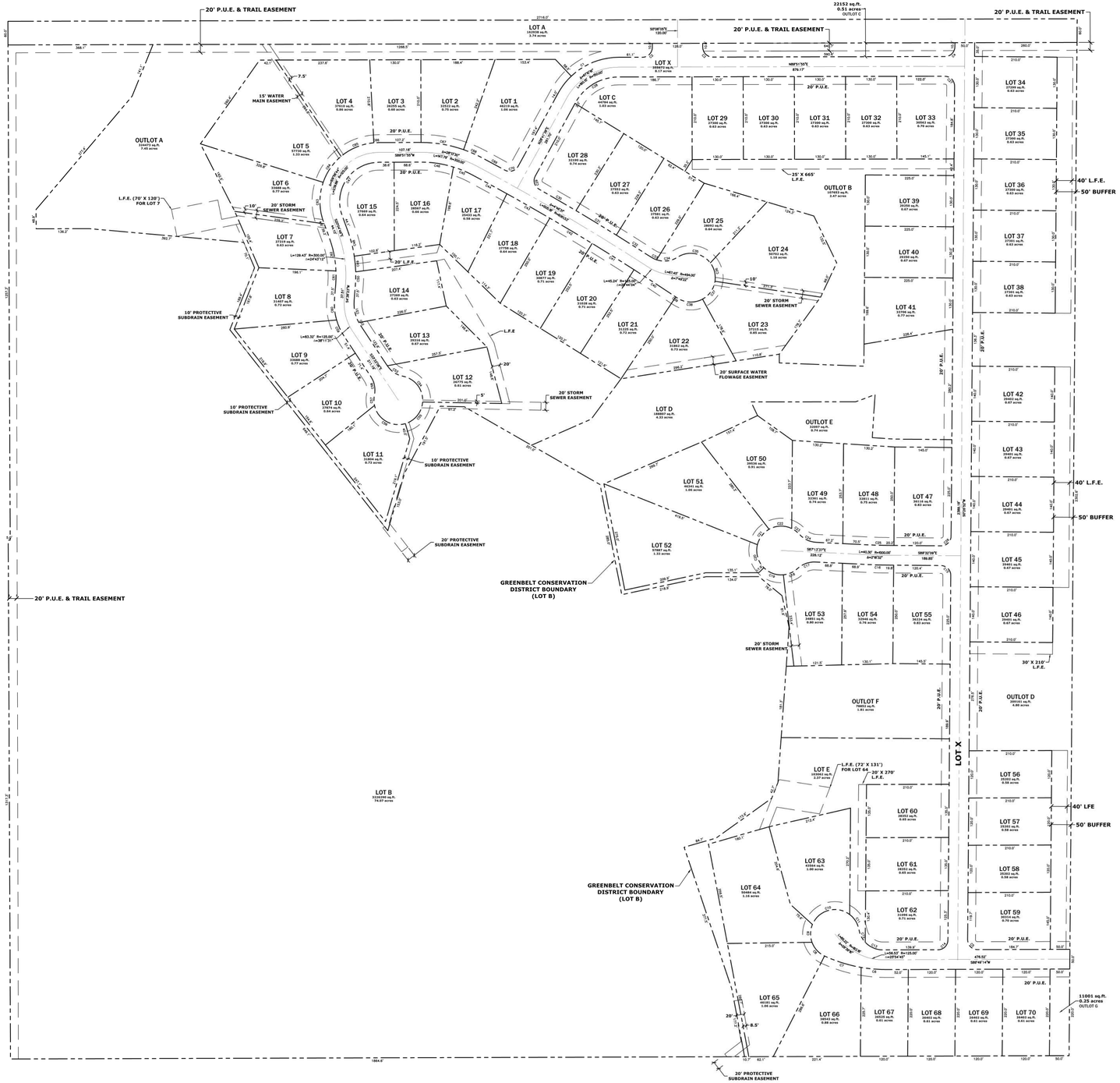
FOX engineering

SUBDIVISION LAYOUT - SOUTH HALF

PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORRNER OF 500TH AVE & 170TH ST
STORY COUNTY, IOWA

PROJECT NO.
5470-18A

SHEET
C2.3

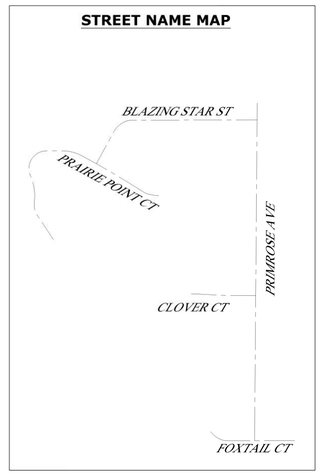


Parcel Curve Data			
Curve Number	Length	Radius	Delta
C1	132.19'	175.00'	43°16'42"
C2	39.27'	25.00'	90°00'00"
C3	39.27'	25.00'	90°00'00"
C4	39.01'	25.00'	89°24'04"
C5	39.54'	25.00'	90°37'37"
C6	68.26'	375.00'	10°25'48"
C7	97.69'	375.00'	14°55'35"
C8	48.46'	62.00'	44°47'12"
C9	46.16'	62.00'	42°39'42"
C10	113.27'	62.00'	104°40'44"
C11	46.21'	62.00'	42°42'11"
C12	36.19'	62.00'	33°26'25"
C13	50.65'	62.00'	46°48'13"
C14	39.00'	25.00'	89°22'22"
C15	39.26'	25.00'	89°59'01"
C16	41.30'	1025.00'	2°18'32"
C17	49.17'	62.00'	45°26'36"
C18	40.61'	62.00'	37°31'51"
C19	54.42'	62.00'	50°17'43"
C20	63.41'	62.00'	58°36'00"
C21	50.50'	62.00'	46°40'13"
C22	59.82'	62.00'	55°16'45"
C23	24.36'	62.00'	22°30'41"
C24	49.17'	62.00'	45°26'36"
C25	39.29'	975.00'	2°18'32"
C26	39.28'	25.00'	90°00'59"
C27	39.52'	25.00'	90°34'53"
C28	133.45'	125.00'	61°10'16"
C29	38.91'	25.00'	89°10'17"
C30	108.13'	5559.47'	1°06'52"
C31	120.01'	5559.47'	1°14'13"
C32	104.69'	5559.47'	1°04'44"
C33	15.44'	62.00'	14°16'14"
C34	55.64'	62.00'	51°25'11"
C35	92.73'	62.00'	85°41'53"
C36	49.48'	62.00'	45°43'32"
C37	57.18'	62.00'	52°50'28"
C38	67.62'	62.00'	62°29'12"
C39	4.49'	6036.53'	0°02'33"
C40	126.81'	6036.53'	1°12'13"
C41	125.40'	6036.53'	1°11'25"
C42	125.40'	6036.53'	1°11'25"
C43	125.23'	6036.53'	1°11'19"
C44	100.05'	6036.53'	0°56'58"
C45	51.98'	275.00'	10°49'46"
C46	83.49'	275.00'	17°23'44"
C47	191.89'	100.00'	109°56'44"
C48	64.78'	325.00'	11°25'12"
C49	40.07'	325.00'	7°03'49"
C50	35.37'	325.00'	6°14'10"
C51	58.14'	100.00'	33°18'52"
C52	8.51'	100.00'	4°52'39"
C53	49.17'	62.00'	45°26'36"
C54	89.97'	62.00'	83°08'46"
C55	74.97'	62.00'	69°16'41"
C56	101.96'	62.00'	94°13'24"
C57	26.23'	62.00'	24°14'22"
C58	49.17'	62.00'	45°26'36"
C59	45.87'	150.00'	17°31'18"
C60	54.11'	150.00'	20°40'13"
C61	33.73'	275.00'	7°01'37"
C62	84.92'	275.00'	17°41'35"
C63	102.40'	150.00'	39°06'53"
C64	81.08'	150.00'	30°58'16"
C65	91.52'	150.00'	34°57'22"
C66	12.84'	150.00'	4°54'13"
C67	110.06'	325.00'	19°24'12"
C68	50.04'	325.00'	8°49'17"
C69	67.13'	6289.26'	0°36'42"
C70	39.27'	25.00'	90°00'03"

ZONE R-1 SETBACKS

FRONT SETBACK (MIN)	-	40 FT
SIDE SETBACK (MIN)	-	10 FT
SIDE SETBACK CORNER LOT (MIN)	-	25 FT
REAR SETBACK (MIN)	-	35 FT

STREET NAME MAP



0 150' 300'

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PLOT STYLE TABLE	LAYER MNGR NAME	LAYOUT NAME
FoxGrayScale.ctb		C3.1

DATE	BY	REVISION
04/20	JMG	
04/20	SRS	

DESIGNED:
DRAWN:
CHECKED:
LAST UPDATE: 04/21/20

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

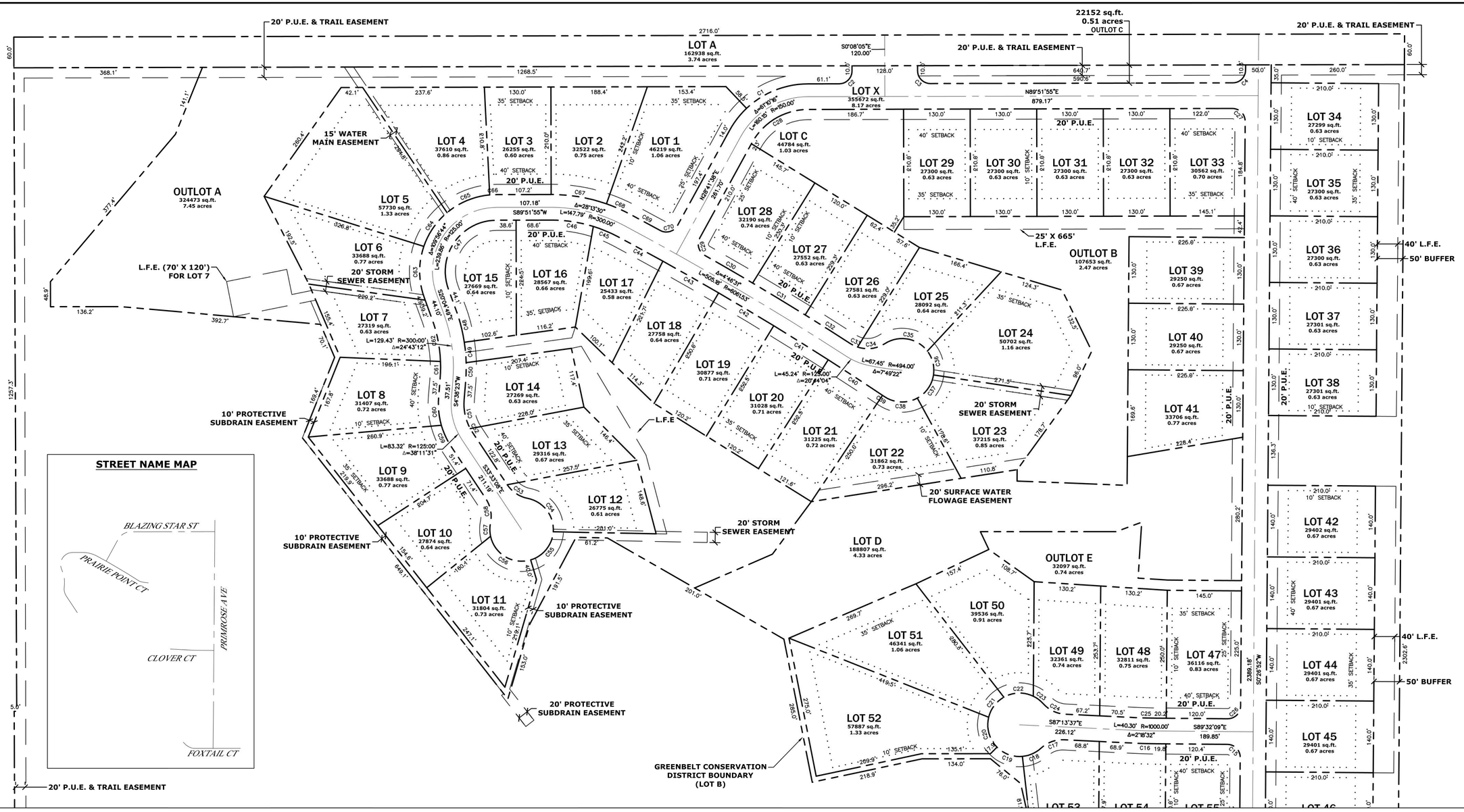
FOX engineering

LOT DIMENSIONS

PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORNER OF 500TH AVE & 170TH S
STORY COUNTY, IOWA

PROJECT NO.
5470-18A

SHEET
C3.1



Parcel Curve Data			
Curve Number	Length	Radius	Delta
C1	132.19'	175.00'	43°16'42"
C2	39.27'	25.00'	90°00'00"
C3	39.27'	25.00'	90°00'00"
C4	39.01'	25.00'	89°24'04"
C5	39.54'	25.00'	90°37'37"
C6	68.26'	375.00'	10°25'48"
C7	97.69'	375.00'	14°55'35"
C8	48.46'	62.00'	44°47'12"
C9	46.16'	62.00'	42°39'42"
C10	113.27'	62.00'	104°40'44"
C11	46.21'	62.00'	42°42'11"
C12	36.19'	62.00'	33°26'25"

Parcel Curve Data			
Curve Number	Length	Radius	Delta
C13	50.65'	62.00'	46°48'13"
C14	39.00'	25.00'	89°22'22"
C15	39.26'	25.00'	89°59'01"
C16	41.30'	1025.00'	2°18'32"
C17	49.17'	62.00'	45°26'36"
C18	40.61'	62.00'	37°31'51"
C19	54.42'	62.00'	50°17'43"
C20	63.41'	62.00'	58°36'00"
C21	50.50'	62.00'	46°40'13"
C22	59.82'	62.00'	55°16'45"
C23	24.36'	62.00'	22°30'41"
C24	49.17'	62.00'	45°26'36"

Parcel Curve Data			
Curve Number	Length	Radius	Delta
C25	39.29'	975.00'	2°18'32"
C26	39.28'	25.00'	90°00'59"
C27	39.52'	25.00'	90°34'57"
C28	133.45'	125.00'	61°10'16"
C29	38.91'	25.00'	89°10'17"
C30	108.13'	5559.47'	1°06'52"
C31	120.01'	5559.47'	1°14'13"
C32	104.69'	5559.47'	1°04'44"
C33	15.44'	62.00'	14°16'14"
C34	55.64'	62.00'	51°25'11"
C35	92.73'	62.00'	85°41'53"
C36	49.48'	62.00'	45°43'32"

Parcel Curve Data			
Curve Number	Length	Radius	Delta
C37	57.18'	62.00'	52°50'28"
C38	67.62'	62.00'	62°29'12"
C39	4.49'	6036.53'	0°02'33"
C40	126.81'	6036.53'	1°12'13"
C41	125.40'	6036.53'	1°11'25"
C42	125.40'	6036.53'	1°11'25"
C43	125.23'	6036.53'	1°11'19"
C44	100.05'	6036.53'	0°56'59"
C45	51.98'	275.00'	10°49'46"
C46	83.49'	275.00'	17°23'44"
C47	191.89'	100.00'	109°56'44"
C48	64.78'	325.00'	11°25'12"

Parcel Curve Data			
Curve Number	Length	Radius	Delta
C49	40.07'	325.00'	7°03'49"
C50	35.37'	325.00'	6°14'10"
C51	58.14'	100.00'	33°18'52"
C52	8.51'	100.00'	4°52'39"
C53	49.17'	62.00'	45°26'36"
C54	89.97'	62.00'	83°08'46"
C55	74.97'	62.00'	69°16'41"
C56	101.96'	62.00'	94°13'24"
C57	26.23'	62.00'	24°14'22"
C58	49.17'	62.00'	45°26'36"
C59	45.87'	150.00'	17°31'18"
C60	54.11'	150.00'	20°40'13"

Parcel Curve Data			
Curve Number	Length	Radius	Delta
C61	33.73'	275.00'	7°01'37"
C62	84.92'	275.00'	17°41'35"
C63	102.40'	150.00'	39°06'53"
C64	81.08'	150.00'	30°58'16"
C65	91.52'	150.00'	34°57'22"
C66	12.84'	150.00'	4°54'13"
C67	110.06'	325.00'	19°24'12"
C68	50.04'	325.00'	8°49'17"
C69	67.13'	6289.26'	0°36'42"
C70	39.27'	25.00'	90°00'03"

ZONE R-1 SETBACKS

FRONT SETBACK (MIN)	-	40 FT
SIDE SETBACK (MIN)	-	10 FT
SIDE SETBACK CORNER LOT (MIN)	-	25 FT
REAR SETBACK (MIN)	-	35 FT

0 100' 200'

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PLOT STYLE TABLE: FoxGraySolid.ctb
LAYER MNGR NAME
LAYOUT NAME: C3.2

DATE	BY	REVISION
04/20	JMG	
04/20	SRS	

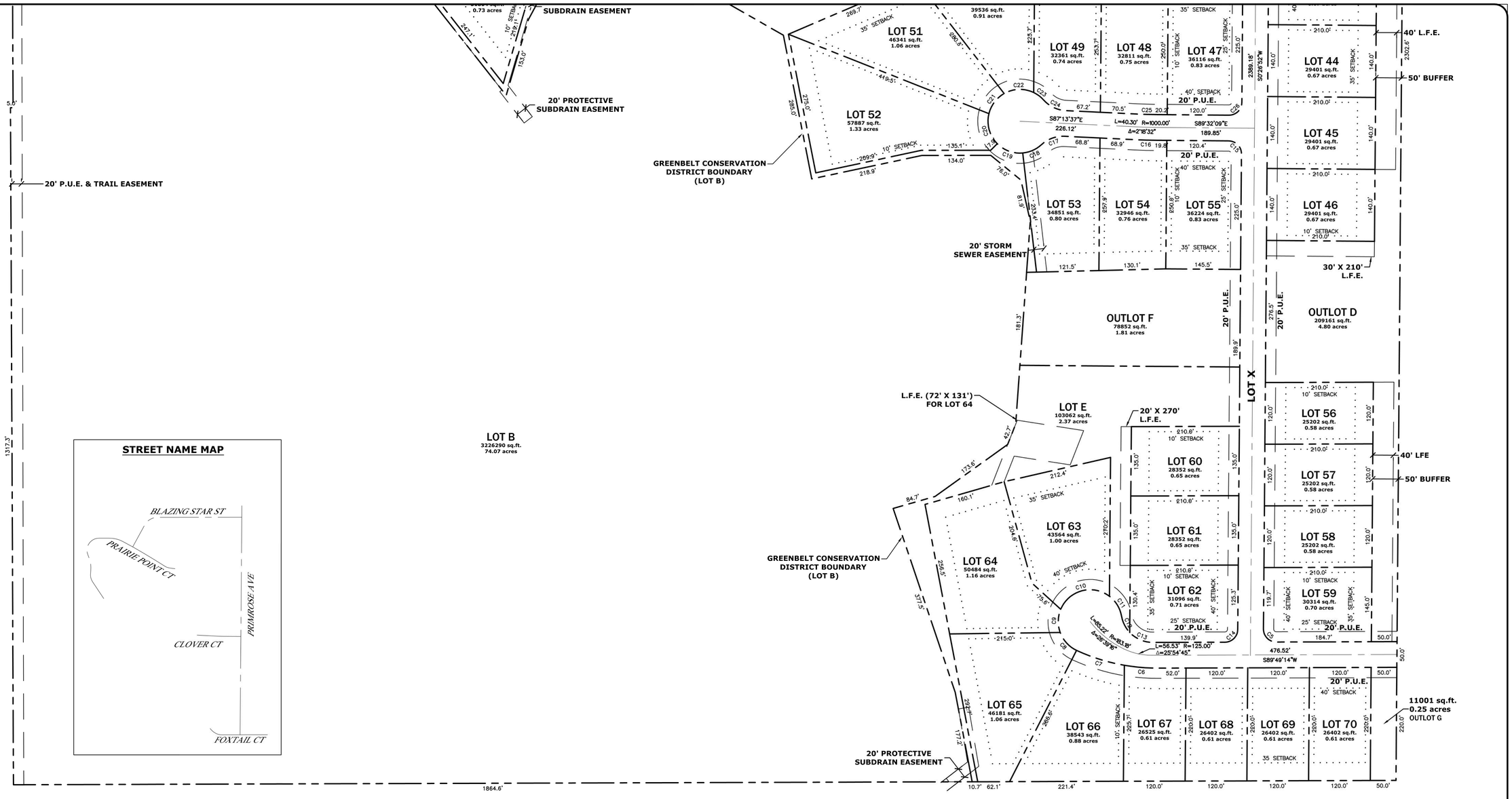
DESIGNED:
DRAWN: SRS
CHECKED:
LAST UPDATE: 04/21/20

FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103
FOX engineering

LOT DIMENSIONS - NORTH HALF
PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORNER OF 500TH AVE & 170TH S
STORY COUNTY, IOWA

PROJECT NO.
5470-18A

SHEET
C3.2



Parcel Curve Data			
Curve Number	Length	Radius	Delta
C1	132.19'	175.00'	43°16'42"
C2	39.27'	25.00'	90°00'00"
C3	39.27'	25.00'	90°00'00"
C4	39.01'	25.00'	89°24'04"
C5	39.54'	25.00'	90°37'37"
C6	68.26'	375.00'	10°25'48"
C7	97.69'	375.00'	14°55'35"
C8	48.46'	62.00'	44°47'12"
C9	46.16'	62.00'	42°39'42"
C10	113.27'	62.00'	104°40'44"
C11	46.21'	62.00'	42°42'11"
C12	36.19'	62.00'	33°26'25"

Parcel Curve Data			
Curve Number	Length	Radius	Delta
C13	50.65'	62.00'	46°48'13"
C14	39.00'	25.00'	89°22'22"
C15	39.26'	25.00'	89°59'01"
C16	41.30'	1025.00'	2°18'32"
C17	49.17'	62.00'	45°26'36"
C18	40.61'	62.00'	37°31'51"
C19	54.42'	62.00'	50°17'43"
C20	63.41'	62.00'	58°36'00"
C21	50.50'	62.00'	46°40'13"
C22	59.82'	62.00'	55°16'45"
C23	24.36'	62.00'	22°30'41"
C24	49.17'	62.00'	45°26'36"

Parcel Curve Data			
Curve Number	Length	Radius	Delta
C25	39.29'	975.00'	2°18'32"
C26	39.28'	25.00'	90°00'59"
C27	39.52'	25.00'	90°34'57"
C28	133.45'	125.00'	61°10'16"
C29	38.91'	25.00'	89°10'17"
C30	108.13'	5559.47'	1°06'52"
C31	120.01'	5559.47'	1°14'13"
C32	104.69'	5559.47'	1°04'44"
C33	15.44'	62.00'	14°16'14"
C34	55.64'	62.00'	51°25'11"
C35	92.73'	62.00'	85°41'53"
C36	49.48'	62.00'	45°43'32"

Parcel Curve Data			
Curve Number	Length	Radius	Delta
C37	57.18'	62.00'	52°50'28"
C38	67.62'	62.00'	62°29'12"
C39	4.49'	6036.53'	0°02'33"
C40	126.81'	6036.53'	1°12'13"
C41	125.40'	6036.53'	1°11'25"
C42	125.40'	6036.53'	1°11'25"
C43	125.23'	6036.53'	1°11'19"
C44	100.05'	6036.53'	0°56'59"
C45	51.98'	275.00'	10°49'46"
C46	83.49'	275.00'	17°23'44"
C47	191.89'	100.00'	109°56'44"
C48	64.78'	325.00'	11°25'12"

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C70	39.27'	25.00'	90°00'03"

ZONE R-1 SETBACKS

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SIDE SETBACK (MIN)	-	10 FT
SIDE SETBACK CORNER LOT (MIN)	-	25 FT
REAR SETBACK (MIN)	-	35 FT

0 100' 200'

DRAWING FILENAME
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PLOT STYLE TABLE: foxbray-Scale.ctb
LAYER MNGR NAME:
LAYOUT NAME: C3.3

DATE	BY	REVISION	DESIGNED:	DRAWN:	CHECKED:
04/20	JMG				
04/20	SRS				
LAST UPDATE: 04/21/20					

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

FOX engineering

LOT DIMENSIONS - SOUTH HALF

PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORNER OF 500TH AVE & 170TH S
STORY COUNTY, IOWA

PROJECT NO.
5470-18A

SHEET
C3.3

CONNECT TO XENIA 6" WATER WITH TVS

LOT A

170TH ST

OUTLOT C

BLAZING STAR ST

LOT C

LOT 34

LOT 29 LOT 30 LOT 31 LOT 32 LOT 33

LOT 4 LOT 3 LOT 2 LOT 1

LOT 5

LOT 35

OUTLOT A

LOT 28

LOT 27

OUTLOT B

LOT 6

LOT 36

LOT 15 LOT 16 LOT 17

LOT 26

LOT 39

PRAIRIE POINT CT

LOT 25

LOT 7

LOT 37

LOT 18

LOT 24

LOT 40

LOT 19

LOT 8

LOT 14

LOT 20

LOT 38

LOT 41

LOT 21

LOT 23

LOT 13

LOT 22

LOT 9

LOT 12

OUTLOT A

LOT 42

LOT 10

LOT D

OUTLOT E

LOT 11

LOT 43

LOT 50

LOT 51

LOT 49 LOT 48 LOT 47

LOT 44

LOT 52

CLOVER CT

LOT 45

LOT 53 LOT 54 LOT 55

LOT 46

OUTLOT D

OUTLOT F

LOT E

LOT 56

LOT 60

LOT 57

LOT B

LOT 63

LOT 61

LOT 58

LOT 64

LOT 62

LOT 59

FOXTAIL CT

LOT 65

LOT 67 LOT 68 LOT 69 LOT 70

LOT 66

OUTLOT G

500TH AVE

PRIMROSE AVE

0 150' 300'

PRAIRIE VALLEY WILL DEDICATE THE FOLLOWING LOTS TO STORY COUNTY:

LOT A - 170TH STREET RIGHT OF WAY	3.74 AC
LOT B - GBC ZONING DISTRICT	74.07 AC
LOT C - PARK/TRAIL HEAD	1.03 AC
LOT D - DRAINAGE DISTRICT DIKE	4.33 AC
LOT E - ACCESS TO LOT B	2.37 AC
TOTAL	85.27 AC

PRAIRIE VALLEY WILL DEDICATE THE FOLLOWING LOTS TO PRAIRIE VALLEY HOME OWNERS ASSOCIATION (HOA):

OUTLOT A	7.45 AC
OUTLOT B	2.47 AC
OUTLOT C	0.51 AC
OUTLOT D	4.80 AC
OUTLOT E	0.74 AC
OUTLOT F	1.81 AC
OUTLOT G	0.25 AC
LOT X (PRIVATE STREETS)	8.17 AC
TOTAL	26.20 AC

GENERAL NOTES:

1. FENCE CONSTRUCTION TO BEGIN/END 40' FROM LOT RIGHT OF WAY LINE.

2. ALL STORMWATER BMP'S BENEFITING THE R-1 DEVELOPMENT WILL BE OWNED & MAINTAINED BY HOA.

3. STORY COUNTY WILL HAVE ACCESS RIGHTS ON OUTLOTS A, B, C, D, E, F & G.

4. OUTLOTS A,B,C,D,E,F & G ARE ENCUMBERED WITH THE "CONSERVATION EASEMENTS"

LEGEND

- PRAIRIE VALLEY HOA (OWNS & MAINTAINS)
  - STORMWATER FACILITIES
  - BUFFER AREAS
- STORY COUNTY (DEVELOPER WILL DEDICATE LAND FOR STORY COUNTY TO OWN & MAINTAIN)
- WOOD 3-SPLIT RAIL FENCE ON PROPERTY LINE TO PROTECT ENVIRONMENTAL SENSITIVE AREAS (INSTALLED PER PHASE BY DEVELOPER)
- WOOD 3-SPLIT RAIL FENCE ON PROPERTY LINE TO PROTECT STORY COUNTY GREENSPACE AREAS (INSTALLED BY HOME BUILDER AS A CONDITION OF BUILDING PERMIT)

DRAWING FILENAME
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PLOT STYLE TABLE	LAYER MNGR NAME	LAYOUT NAME
FoxGrayScale AERIAL.ctb		C4.1

DATE	BY	REVISION
04/20	JMG	
04/20	SRS	

DESIGNED:
DRAWN:
CHECKED:
LAST UPDATE: 04/23/20

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

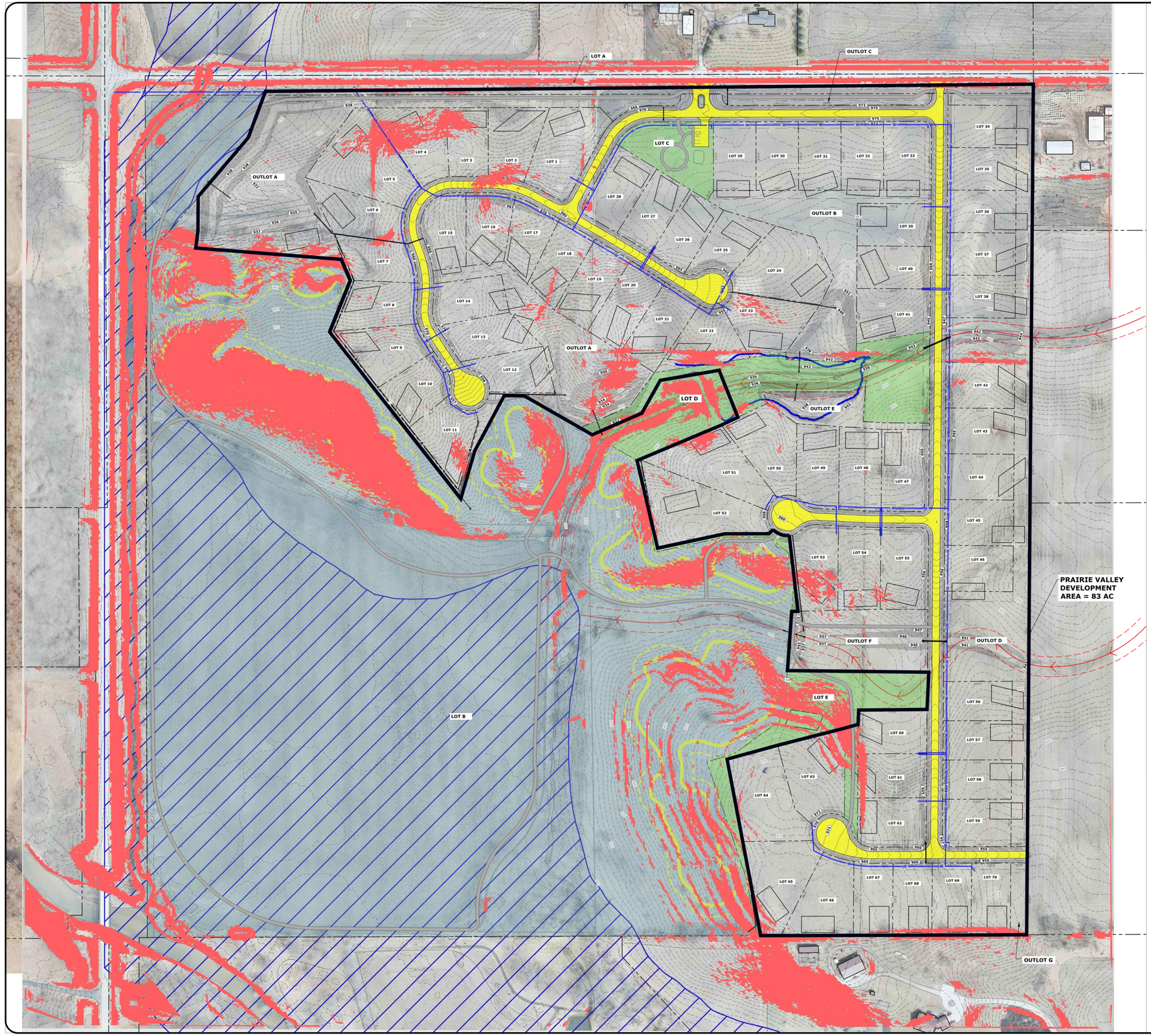
FOX engineering

OWNERSHIP & FENCING PLAN

PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORRNER OF 500TH AVE & 170TH ST
STORY COUNTY, IOWA

PROJECT NO.
5470-18A

SHEET
C4.1



LEGEND

DOTOSON FAMRMS PROPOSED DEVELOPMENT AREA = 85 AC

= **SLOPES GREATER THAN 14%**

3.8% = **SLOPES GREATER THAN 14% WITHIN PRAIRIE VALLEY 83 AC. DEVELOPMENT AREA**

- **STORY COUNTY ALLOWS 15% OF SUBDIVISION TO DEVELOP ON SLOPES GREATER THAN 14%**

0 150' 300'

DRAWING FILENAME
K:\Proj\5000\5470-18A Dotson Farms\Drawings\Civil\5470-18A_Pre-Plat.dwg

PLOT STYLE TABLE: FoxGrayScale AERIAL.ctb
LAYER MNGR NAME:
LAYOUT NAME: C4.2

DATE	REVISION	BY	DATE
	DESIGNED:	JMG	04/20
	DRAWN:	SRS	04/20
	CHECKED:		
	LAST UPDATE: 04/23/20		

FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103
FOX engineering

STEEP SLOPES MAP
PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORRNER OF 500TH AVE & 170TH ST
STORY COUNTY, IOWA

PROJECT NO.
5470-18A

SHEET
C4.2

All contractors/subcontractors shall conduct their operations in a manner that minimizes erosion and prevents sediments from leaving the roadway right-of-way and prevents chemical contamination of soil and water. The Prime Contractor shall be responsible for compliance and implementation of the Pollution Prevention Plan (PPP) for their entire contract. This responsibility shall be further shared with subcontractors whose work is a source of potential pollution as defined in this PPP. All work necessary to be in compliance with the PPP shall be considered incidental to the project. Therefore, it is in the best interest of the Contractor to disturb as little land as possible.

1. SITE DESCRIPTION

This Pollution Prevention Plan (PPP) is for the PRAIRIE VALLEY-Residential Subdivision, SE corner of 500th Avenue and 170th St., Story County, Iowa. This PPP covers approximately 163 acres with 62 of the acres being disturbed.

The PPP is located in an area of fourteen (14) soil types: Storden Loam (L62D2, L62E2), Nicollet Loam (L55), Webster Clay Loam (L107), and Clarion Loam (L138B, L138C, & L138C2), Belview Loam (L62F), Spillville-Coland complex (1585), Dickinson Fine Sandy Loam (175 & 175B), Coland Clay Loam (135), Estherville Sandy Loam (34C) and Terril Loam (27B). The estimated average NRCS runoff curve number for this PPP after completion will be 66.

Refer to the drawings, "PRAIRIE VALLEY-residential subdivision" for locations of typical slopes, ditch grades, and major structural and non-structural controls. A copy of this plan will be on file at the Project Engineer's office. All drainage will flow into tributaries of the South Skunk River.

Potential Sources of Pollution

Site sources of pollution generated as a result of this work relate to silts and sediment that may be transported as a result of a storm event. However, this PPP provides conveyance for other (non-project related) operations. These other operations have storm water runoff, the regulation of which is beyond the control of this PPP. Potentially this runoff can contain various pollutants related to site-specific land uses. Examples are:

a. Rural Agricultural Activities:

Runoff from agricultural land use can potentially contain chemicals including herbicides, pesticides, fungicides and fertilizers.

b. Commercial and Industrial Activities:

Runoff from commercial and industrial land use may contain constituents associated with the specific operation. Such operations are subject to potential leaks and spills that could be commingled with run-off from the facility. Pollutants associated with commercial and industrial activities are not readily available since they are typically proprietary.

2. CONTROLS

At locations where runoff can move offsite, silt fence shall be placed along the perimeter of the areas to be disturbed prior to beginning grading, excavation or clearing and grubbing operations. Vegetation in areas not needed for construction shall be preserved. As areas reach their final grade, additional silt fences, silt basins, intercepting ditches, sod flumes, letdowns, rip-rap, bridge end drains, and earth dikes shall be installed as specified in the plans and/or as required by the Project Engineer. This will include using silt fence as ditch checks and to protect intakes. Temporary stabilizing seeding shall be completed as the disturbed areas are constructed. If construction activity is not planned to occur in a disturbed area for at least 14 days, on any portion of the site, the area shall be stabilized by temporary seeding or mulching on the last day, day zero, of land disturbing activities. Other stabilizing methods shall be used outside the seeding time period.

As the work progresses, additional erosion control items may be required as determined by the Contractor after field investigation. These may include items such as silt fence, erosion control mats, check dams and other appropriate measures installed by the Contractor as directed by the Engineer. The Contractor will complete the construction with the establishment of permanent perennial vegetation of all disturbed areas.

3. OTHER CONTROLS

Contractor disposal of unused construction materials and construction material wastes shall comply with applicable state and local waste disposal, sanitary sewer, or septic system regulations. In the event of a conflict with other governmental laws, rules and regulations, the more restrictive laws, rules or regulations shall apply.

Tracked-out material carried from this work site onto adjacent roads shall be cleaned up at the end of the workday or immediately when directed to do so by the Engineer.

Approved State or Local Plans:

During the course of this construction, it is possible that situations will arise where unknown materials will be encountered. When such situations are encountered, they will be handled according to all federal, state, and local regulations in effect at the time.

4. MAINTENANCE

The Contractor is required to maintain all temporary erosion control measures in proper working order, including cleaning, repairing, or replacing them throughout the contract period. Cleaning of silt control devices shall begin when the features have lost 50% of their capacity.

5. INSPECTIONS

Inspections shall be made by the Owner every seven calendar days. The Contractor shall immediately begin corrective action on all deficiencies found. The findings of this inspection shall be recorded in the project diary. Based on the results of the inspection, pollution prevention measures identified in the plan shall be revised at the construction site as appropriate as soon as practicable after the inspection and to the plan as soon as practicable after the inspection but in no case more than 7 calendar days following the inspection. If the permittee determines that making these changes at the construction site or to the plan less than 72 hours after the inspection is impracticable, the permittee shall document in the plan why it is impracticable and indicate an estimated date by which the changes will be made. The Contractor shall implement all revisions.

6. NON-STORM DISCHARGES

This includes subsurface drains (i.e. longitudinal and standard subdrains) and slope drains. The velocity of the discharge from these features may be controlled by the use of patio blocks, Class A stone or erosion stone.

7. PROHIBITED DISCHARGES

- Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
- Fuels, oils or other pollutants used in vehicle and equipment operation and maintenance; and
- Soaps or solvents used in vehicle and equipment washing.

Storm Water Pollution Prevention Plan - Supplemental items

Phase 1 - Site Evaluation and Design Development

Existing soil information: See the Story County Soil Survey, NW quarter of Section 7 of T84N, R24W.

Existing runoff quality: Existing data on runoff water quality is not available.

Location of surface water on site: Runoff surface drains from the site.

Name of receiving stream: Surface drains to unnamed tributary to Squaw Creek to South Skunk River.

Construction activity description: General soil disturbing activities associated with grading and utility installation include: stockpiling, trenching, backfilling, grading, paving and seeding.

Site map: The plans show slopes after grading, disturbed areas, drainage patterns, and discharge points.

Phase 2 - Control Selection/Plan Design

(A) Select Erosion and Sediment Controls

The Contractor shall submit specifications for temporary and permanent measures to be used for controlling erosion and sediment. Clearing and grading should not be started until a firm construction schedule is known and can be effectively coordinated with the grading and clearing activity.

The following Stabilization measures will be utilized:

Temporary seeding - Exposed areas subject to erosion should be covered as quickly as possible. Under Iowa's General Permit No. 2., disturbed areas of the construction site that will not be re-disturbed for 14 days or more, on any portion of the site, the area shall be stabilized by day zero, the last day of land disturbing activities.

Permanent seeding and planting - Permanent seeding shall be done in accordance with the Seeding Plan. The seeding schedule shall follow the Iowa Department of Transportation specifications. Temporary seeding shall be utilized for erosion control until permanent seeding can be established.

Mulching - Temporary vegetation will be used as mulch when permanent seeding is completed.

Preservation of Natural Vegetation - Natural Vegetation shall be preserved where possible within the construction limits. Natural vegetation shall not be disturbed outside of the construction limits. Vegetation may be mowed or harvested for hay crop.

Vegetative Strips - Vegetative strips may be utilized to slow runoff velocities and deposit sediments from disturbed areas.

Soil Retaining Measures - Soil to be reused will be stockpiled onsite as indicated on the plans. Silt fence will be utilized to maintain soils onsite.

Minimization of land exposure - Exposure of disturbed land shall be minimized in terms of area and time.

Roadways - Roadways will be surfaced or otherwise stabilized as soon as feasible.

Topsoil - shall be preserved, onsite, unless infeasible and de-compacted prior to final stabilization. Re-spread minimum depth of eight-inches (8") of topsoil with at least 3% organic matter, per SUDAS.

The following structural practices will be utilized:

Earthen Berm or Dike - Earthen dikes may be used to divert water around disturbed areas and around intakes as directed by the Engineer.

Silt fence - Silt fence shall be placed on the perimeter of the disturbed area as shown on the drawings. Additional silt fence shall be provided at the discretion of the Engineer.

Gravel Construction Entrance - A gravel or rock construction entrance will be used to reduce or eliminate offsite tracking of soil or debris.

(B) Select other controls

Disposal of construction site waste materials - The Contractor will be responsible for making sure that all construction wastes are properly disposed of at facilities permitted to accept these types of wastes.

Treatment or disposal of sanitary wastes generated onsite - The Contractor will be responsible for providing sanitary facilities for workers in accordance with local and state requirements.

Prevent offsite tracking of sediments and generation of dust - The Contractor shall prevent the tracking of sediments offsite. A construction entrance shall be installed as shown on the plans. The Contractor will be responsible for immediate cleanup of any tracked mud or debris.

The Contractor will also be responsible for preventing dust generation from construction activities. The Contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. Dust prone materials in piles or in transit shall be covered when practical to prevent blowing. Buildings and operating facilities which are affected adversely by dust shall be adequately protected from dust. Existing and new equipment which may be adversely affected by dust shall be adequately protected.

The Contractor will be responsible for preventing chemical contamination of soil and water.

PCC waste - The Contractor shall provide and maintain a containment facility for waste paving product (i.e. PCC wash out station). Perform maintenance when washout station is at 75% capacity.

Stored materials - The Contractor shall be responsible for storing materials so that rain water doesn't carry chemical contamination into soil or water.

Equipment servicing - Contractor shall prevent spilling of petroleum products. Spill shall be cleaned up immediately. Used petroleum containers are to be disposed of correctly and not buried on-site.

Building construction product - Contractor shall prevent cleaning of equipment in a manner that contaminates soil or water and waste products from becoming airborne and leaving the site.

(C) Inspection and maintenance plan

The contractor will be responsible for installation and all associated costs of erosion and stormwater management controls during the contract period. Details of control measures are shown on the plans.

The Owner's representative will be responsible for filling out an inspection report for the site. The inspection reports can be used to record scheduled maintenance. Any changes that may be required to correct deficiencies in the Storm Water Pollution Prevention Plan noted during an inspection should be made as soon as practical after an inspection but in no case later than 7 days after the inspection.

(D) Control Description

Description of controls can be found in section (A). The Contractor will be responsible for submitting specifications of the selected controls. The location of determined controls can be found on the plans. Additional controls may be required at the discretion of the Engineer.

(E) Schedule of major activities

Prior to initiating construction, the Contractor shall submit a schedule of major activities including:

1. Land clearing and grading in relation to the corresponding schedule for all excavation work. If at all possible, the clearing should immediately precede the construction activity.
2. Installation and anticipated completion date of each control measure.

Phase 3 - Plan Implementation

Contractor Certification

All Contractors and subcontractors, including short-term contractors and subcontractors coming on-site, must sign the Contractor certification statement before conducting any professional service at the site identified in the plan. The certification must be signed by an authorized representative (i.e., principal executive officer, president, secretary, treasurer or vice president, general partner, proprietor, ranking elected official). Upon signing the certification, the Contractor or subcontractor becomes a co-permittee with the Owner and other co-permittee Contractors. In signing the plan, the authorized representative certifies that the information is true and assumes liability for the plan. Note that Section 309 of the Clean Water Act provides for significant penalties where information is false or the permittee violates, either knowingly or negligently, permit requirements.

The General Contractor will be responsible for collecting and maintaining signatures. The Contractor shall provide copies of signed certifications to the Owner and Engineer upon request and at the termination of the contract.

(A) Notice of Intent (NoI)

The Owner or an agent of the Owner will fulfill the public notice requirement and submit the Notice of Intent for coverage under General Permit No. 2. The project required the obtaining of a NPDES General Permit for storm water discharge associated with construction activities. The Owner and the Contractor have a copy of this permit. The Contractor and all subcontractors shall be responsible for compliance and fulfilling all requirements of the NPDES General permit including the Storm Water Pollution Prevention Plan.

Phase 4 - Plan Implementation

The Contractor shall follow the schedule as submitted under Phase 2 (E). The Contractor shall keep the Engineer informed of any deviation of the schedule or plan.

(A) Inspection and Maintenance Reports

A copy of the inspection log shall be maintained at the site.

(B) Records of Construction Activities

In addition to the installation and maintenance of erosion control implementation, the Contractor should keep records of the construction activity on the site. In particular, the Contractor should keep a record of the following information:

-The dates when major grading activities occur in a particular area.

-The dates when construction activities cease in an area, temporarily or permanently.

-The dates when an area is stabilized, temporarily or permanently.

-These records can be used to make sure that areas where there is no construction activity will be stabilized within the required time frame. Records shall be retained for a period of at least three years from the date that the site is finally stabilized.

(C) Plan Updates

The pollution prevention plan shall be updated:

-When it does not accurately reflect the site features and operations.

-When the Contractor, Owner, or Engineer observes that it is not effective in minimizing pollutant discharge from the site.

-To include Contractors identified after the submittal of the Notice of Intent. These Contractors shall certify the plan and be identified as co-permittees and

-To identify any change in ownership or transference of the permit and permit responsibilities.

If, at any time during the effective period of the permit, the IDNR finds that the plan does not meet one or more of the minimum standards established in the general permit, the IDNR will notify the permittee of required changes necessary to bring the plan up to standard. Permittees shall have 3 days after notification to make the necessary changes and shall submit to the Department a written certification that the changes have been made.

(E) Report of Hazardous Conditions

Because construction activities may include handling of certain hazardous substances over the course of the project, spills of these substances may create a hazardous condition and are required to be reported. Iowa law requires that as soon as possible but not more than six hours after the onset of a hazardous condition the IDNR (515) 725 - 8694 and local Sheriff's Office (515) 382 - 7458 or the office of the Sheriff of the affected county be notified. The Owner and Engineer should also be informed of the hazardous condition in a timely manner. Contractor is responsible for spill clean-up, remediation and reporting.

The Contractor shall submit a report to the Engineer within 14 calendar days of a hazardous condition. The report shall describe the release and the circumstances leading to the release. Steps to prevent the reoccurrence of such releases are to be identified in the plan and implemented.

(F) Plan location and access

Plan location - A copy of the Pollution Prevention Plan must be kept at the construction site from the time construction begins until the site has reached final stabilization.

Retention of records - Retention of records requires that copies of the Storm Water Pollution Prevention Plan and all other reports required by the permit, as well as all of the data used to complete the Notice of Intent, be retained for 3 years after the completion of final site stabilization.

Access - Although plans and associated records are not necessarily required to be submitted to the IDNR, these documents must be made available upon request to the Department of Natural Resources. If storm water runoff is discharged to a municipal separate storm sewer system, the plans must be made available upon request to the municipal operator of the system.

Phase 6 - Final Stabilization and NoD

(A) Final Stabilization

Final stabilization is defined in the general permit as meaning that all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 70%, sufficient to preclude erosion, for the entire disturbed area of the permitted project has been established or equivalent stabilization measures have been employed or which has been returned to agricultural production.

The Contractor shall notify the permit holder and Engineer of final stabilization in accordance with the contract documents. The Owner and Engineer will review the site before finalizing the contract and taking control of the site. The Contractor will be required to provide a copy of all inspection and maintenance logs, schedule of construction activities, and Contractor Certifications to the Owner at this time.

(B) Notice of Discontinuation (NoD)

The permit holder (Owner) will be required to submit the Notice of Discontinuation once control of the site has been obtained from the Contractor.

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DATE	BY	
		DESIGNED:
		DRAWN:
		CHECKED:
		LAST UPDATE: 04/23/20
REVISION	04/20	JMG
	04/20	SRS

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

FOX engineering

STORM WATER POLLUTION PREVENTION PLAN
PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORRNER OF 500TH AVE & 170TH ST
STORY COUNTY, IOWA

PROJECT NO.
5470-18A

SHEET
EC.1

CONNECT TO XENIA 6" WATER WITH TVS

LOT A

OUTLET RIPRAP 06

EXISTING FIELD ENTRANCE

50' X 100' LATERAL FIELD (TYP)

C.E. 20' X 120'

OUTLET RIPRAP 07

STAGING AREA 100' X 250'

OUTLET C

WORKING LIMITS (TYP)

OUTLET RIPRAP 08

SF-01B

SF-01A

SF-02B

SF-02A

SF-03A

SF-04B

IP-08

SF-50A

SF-55A

SF-06B

5C

OUTLET RIPRAP 05

LOT C

TOPSOIL STOCKPILE

SF-56A

BASIN A

SF-04A

SF-03B

1C

SF-05B

SF-52A

OUTLET RIPRAP 01

OUTLET A

SF-05A

SF-07B

2C

25' X 665' L.F.E.

OUTLOT B

SF-57A

40' L.F.E.

50' BUFFER

TREE REMOVAL
16 TREES REMOVED
78% GREEN ASH
12% MULBERRY
5% LOCUST
5% CHERRY

IP-01

L.F.E. (70' X 120' FOR LOT 2)

TOPSOIL STOCKPILE

SF-34A

SF-53A

SF-58A

IP-02

IP-03

SF-19A

SF-20A

SF-21A

SF-22A

SF-33A

SF-54A

SF-07A

SF-06A

3C

SF-18A

SF-23A

4C

SF-32A

SF-59A

SF-39A

SF-08A

SF-25A

IP-06

SF-31A

SF-24A

SF-27A

SF-28A

SF-30A

L.F.E

L.F. FENCE (TYP)

SF-17A

SF-26A

IP-07

BASIN C

SF-09A

SF-15A

OUTLOT A

SF-29A

SF-60A

SF-16A

SF-35A

OUTLET RIPRAP 09

SF-61A

TREE REMOVAL
19 TREES REMOVED
100% COTTONWOOD

SF-10A

SF-14A

OUTLET RIPRAP 04

REMNANT PRAIRIE GRASSES (TYP)

OUTLET RIPRAP 02

BASIN B

SF-36A

LOT D

BASIN D

IP-04

IP-05

SF-72A

OUTLOT E

SF-62A

SF-11A

SF-12A

SF-37A

SF-68A

SF-66A

SF-13A

SF-38A

OUTLET RIPRAP 03

SF-70A

SF-71A

SF-69A

SF-67A

SF-63A

40' L.F.E.

SF-73A

SF-74A

TOPSOIL STOCKPILE

50' BUFFER

SF-75A

SF-08B

SF-64A

FLOODPLAIN

SF-76A

IP-09

6C

SF-65A

LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11 LOT 12 LOT 13 LOT 14 LOT 15 LOT 16 LOT 17 LOT 18 LOT 19 LOT 20 LOT 21 LOT 22 LOT 23 LOT 24 LOT 25 LOT 26 LOT 27 LOT 28 LOT 29 LOT 30 LOT 31 LOT 32 LOT 33 LOT 34 LOT 35 LOT 36 LOT 37 LOT 38 LOT 39 LOT 40 LOT 41 LOT 42 LOT 43 LOT 44 LOT 45 LOT 46 LOT 47 LOT 48 LOT 49 LOT 50 LOT 51 LOT 52 LOT 53 LOT 54 LOT 55

LEGEND

- CE — CONSTRUCTION ENT.
- SF — SILT FENCE
- IP — INLET PROTECTION
- OP — OUTLET PROTECTION
- PS — PERMANENT SEEDING
- TS — TEMPORARY SEEDING
- BM — BLANKET & MATTING
- CD — ROCK CHECK DAM
- CONCRETE, PAINT, AND GROUT WASHOUT AREA
- DESIGNATED STAGING AREA FOR PORTABLE RESTROOMS, TEMPORARY FUEL TANKS, WASTE CONTAINERS, AND OTHER CHEMICALS.
- SPILL KIT
- A — CONTROL TO BE INSTALLED PRIOR TO CONSTRUCTION
- B — CONTROL TO BE INSTALLED AFTER GRADING OR PIPE INSTALLATION
- C — INSTALL DITCH CHECK, TYPICAL. SPACED FOR 3-FOOT VERTICAL DROP

0 100' 200'

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PLOT STYLE TABLE	LAYER MNGR NAME	LAYOUT NAME
FoxEngrStable.ctb		EC.2

DATE	BY	REVISION
04/20	JMG	DESIGNED:
04/20	SRS	DRAWN:
		CHECKED:
LAST UPDATE: 04/23/20		

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414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

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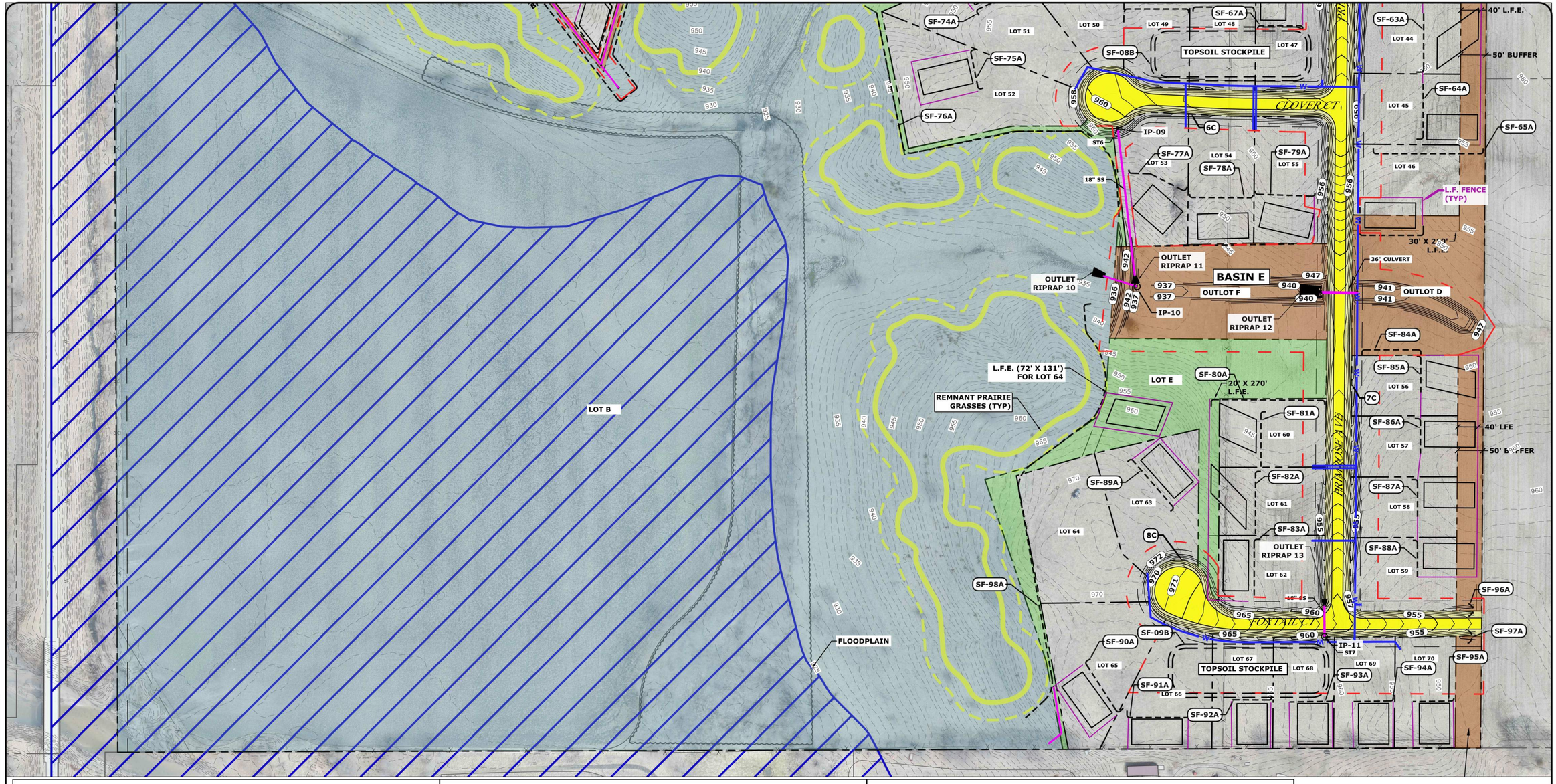
EROSION CONTROL - NORTH HALF

PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORRNER OF 500TH AVE & 170TH ST
STORY COUNTY, IOWA

PROJECT NO.
5470-18A

SHEET
EC.2



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PLOT STYLE TABLE	LAYER MNGR NAME	LAYOUT NAME
FoxGray-Scale.ctb		EC.3

Variable (20'-0" for a normal 10'-0" wide ditch.)
Foreslope
Post Spacing (5'-0" max.)
Post Spacing (5'-0" max.)
Backslope
2" min.
20" min.
1

TYPICAL SILT FENCE DITCH CHECK

Wire or Cable Ties
Fabric
Post

ATTACHMENT TO POST

1 Insert 12 inches of fabric a minimum of 6 inches deep (fabric may be folded below the ground line).

PLOT SCALE 1:1 SHEET 1 OF 2

SUDAS 9040.119 SHEET 1 of 2
SUDAS Standard Specifications
SILT FENCE

Install parallel to ground contour.
Install "J-hook" at each end of an individual section of silt fence.
Ground Contours
200'-0" max. length per section (600'-0" if slope is flatter than 5%)

TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES (Plan View)

1 Insert 12 inches of fabric a minimum of 6 inches deep (fabric may be folded below the ground line).
2 Reduce post spacing to 5'-0" at water concentration areas, or as required to adequately support fence.

Ground Line
Fabric
8'-0" Spacing 2
30"
24"
1

DETAILS OF SILT FENCE ON LONGITUDINAL SLOPES

See plans for spacing.
Fabric
Flow
Ground line
1
"T" Steel Fence Post 4'-0" min.

TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES (Profile View)

PLOT SCALE 1:1 SHEET 2 OF 2

SUDAS 9040.119 SHEET 2 of 2
SUDAS Standard Specifications
SILT FENCE

1 Entrance length: 50 foot minimum (30 foot for single family residential), or as specified in the contract documents. Length of entrance may be increased if sediment track-out occurs.

10'-0" min.
1
Length
Thickness as specified (6" min.).
20'-0" minimum

PLOT SCALE 1:0.5 SHEET 1 OF 1

SUDAS 9040.120 SHEET 1 of 1
SUDAS Standard Specifications
STABILIZED CONSTRUCTION ENTRANCE

0 100' 200'

REVISION	DATE	BY

LEGEND

- TYPE-2 SEED MIXTURE - AC
- TYPE-4 TEMPORARY SEEDING - AC
- NATIVE GRASS SEED MIXTURE - AC

*ALL SEEDING IS PER SUDAS STANDARD SPECIFICATIONS

0 150' 300'

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LAYER MNGR NAME:
LAYOUT NAME: EC.4

DATE	BY	REVISION

DESIGNED: JMG 04/20
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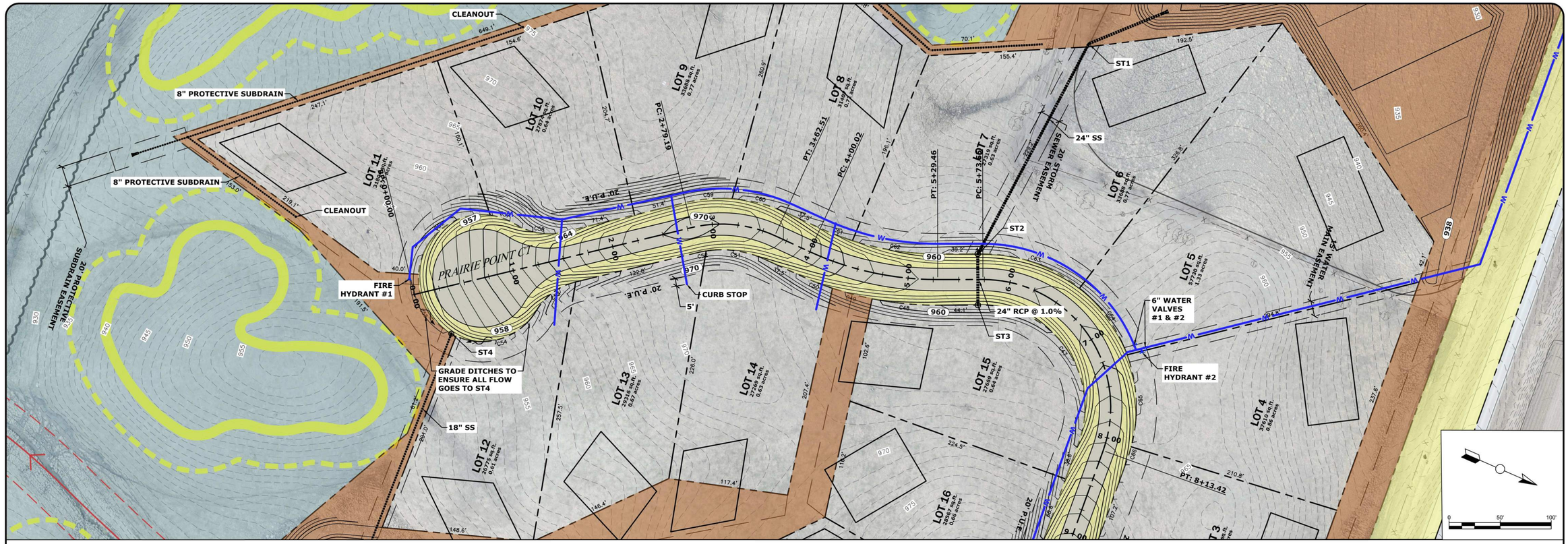
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

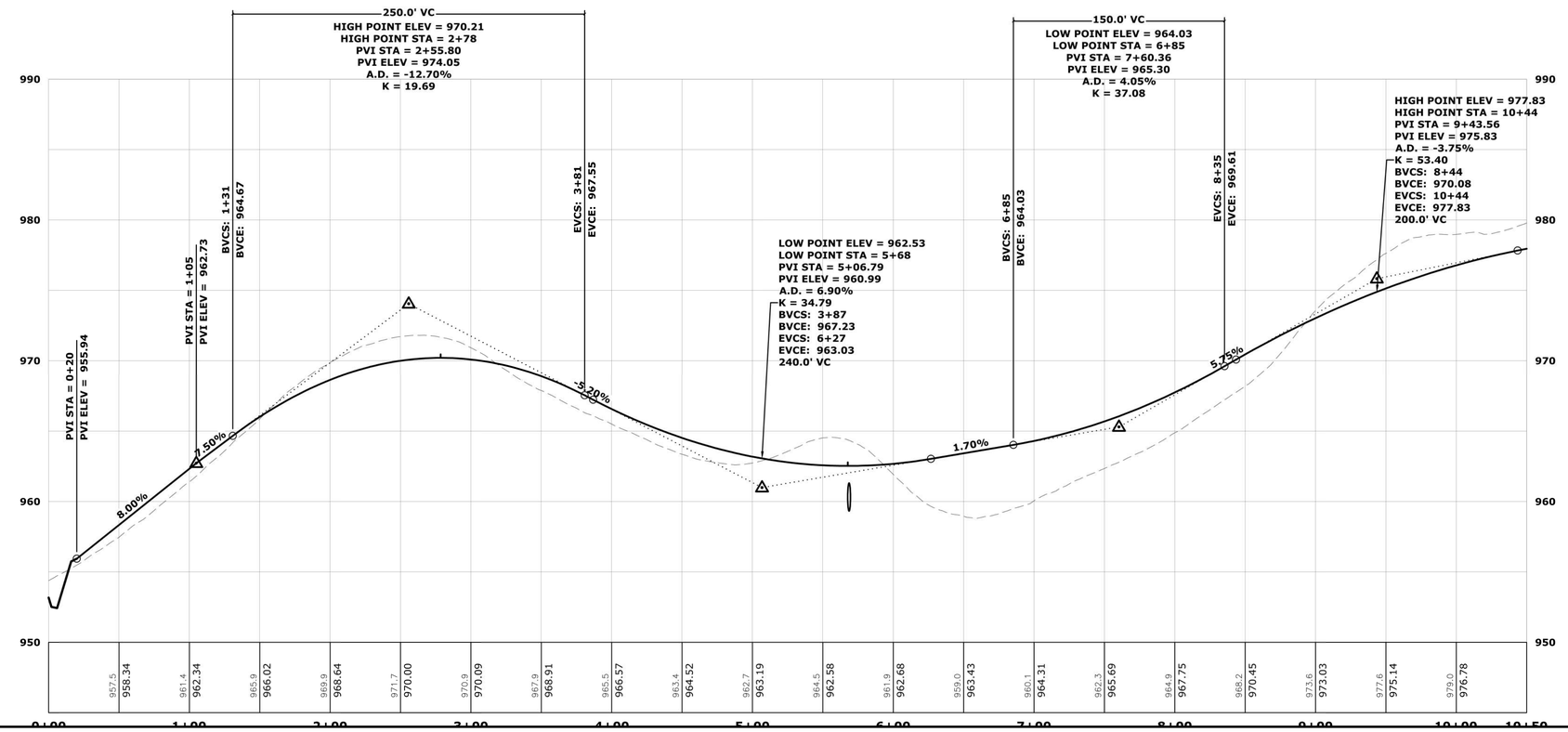
SUBDIVISION LAYOUT

PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORRNER OF 500TH AVE & 170TH ST
STORY COUNTY, IOWA

PROJECT NO.
5470-18A

SHEET
EC.4





EX. GRADE
PROFILE GRADE
STATION

EX. GRADE
PROFILE GRADE
STATION

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PLOT STYLE TABLE	LAYER MNGR NAME	LAYOUT NAME
FoxEngrStyle.ctb		PP1.1

DATE	REVISION	BY	DATE

DESIGNED: JMG 04/20
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414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103
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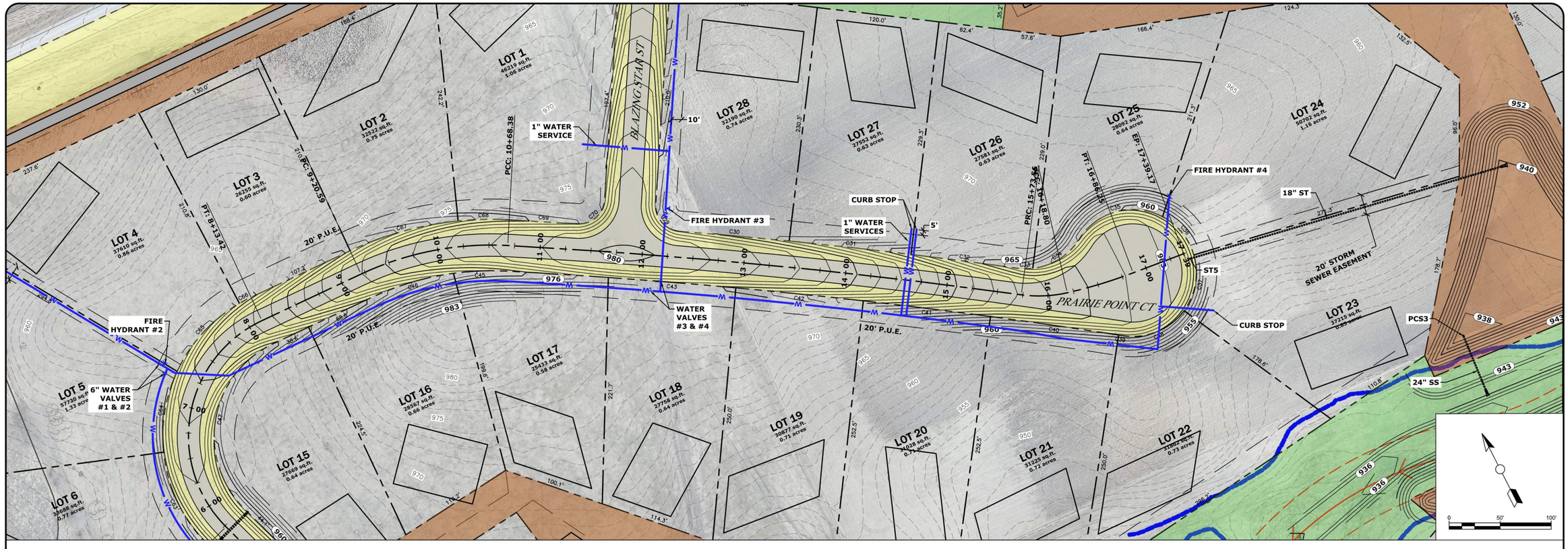
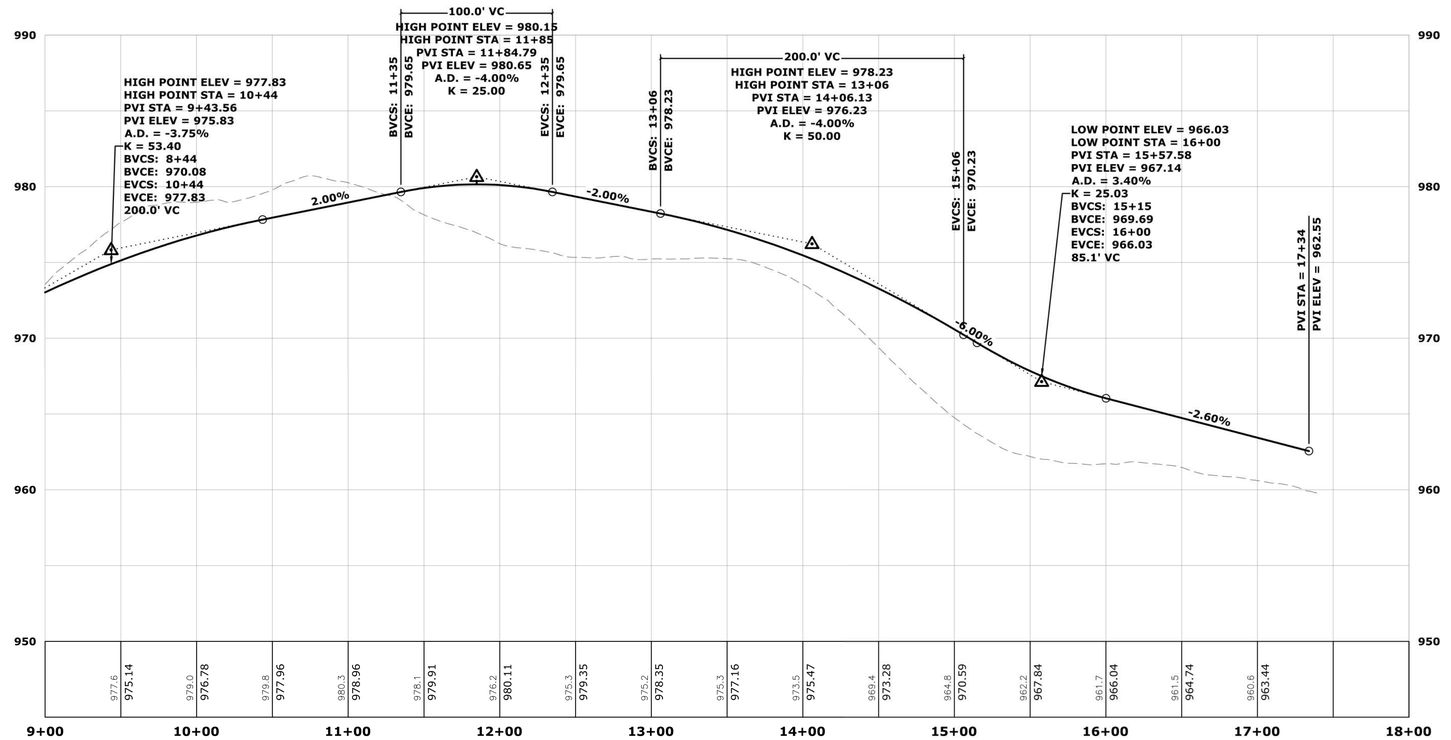
PRAIRIE POINT CT PLAN & PROFILE

PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORNER OF 500TH AVE & 170TH ST
STORY COUNTY, IOWA

PROJECT NO.
5470-18A

SHEET
PP1.1





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PLOT STYLE TABLE	LAYER MNGR NAME	LAYOUT NAME
FoxEngrGrayScale.ctb		PP1.2

DATE	BY	REVISION

DESIGNED: JMG
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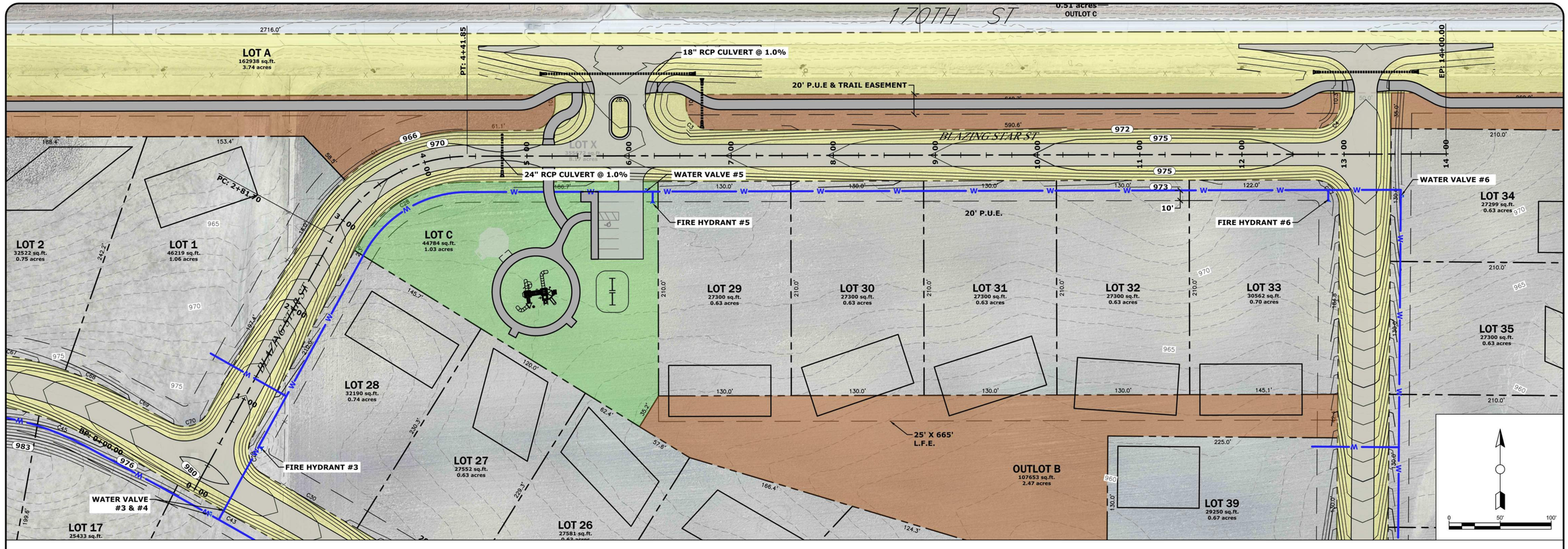
FAX: (515) 233-0103

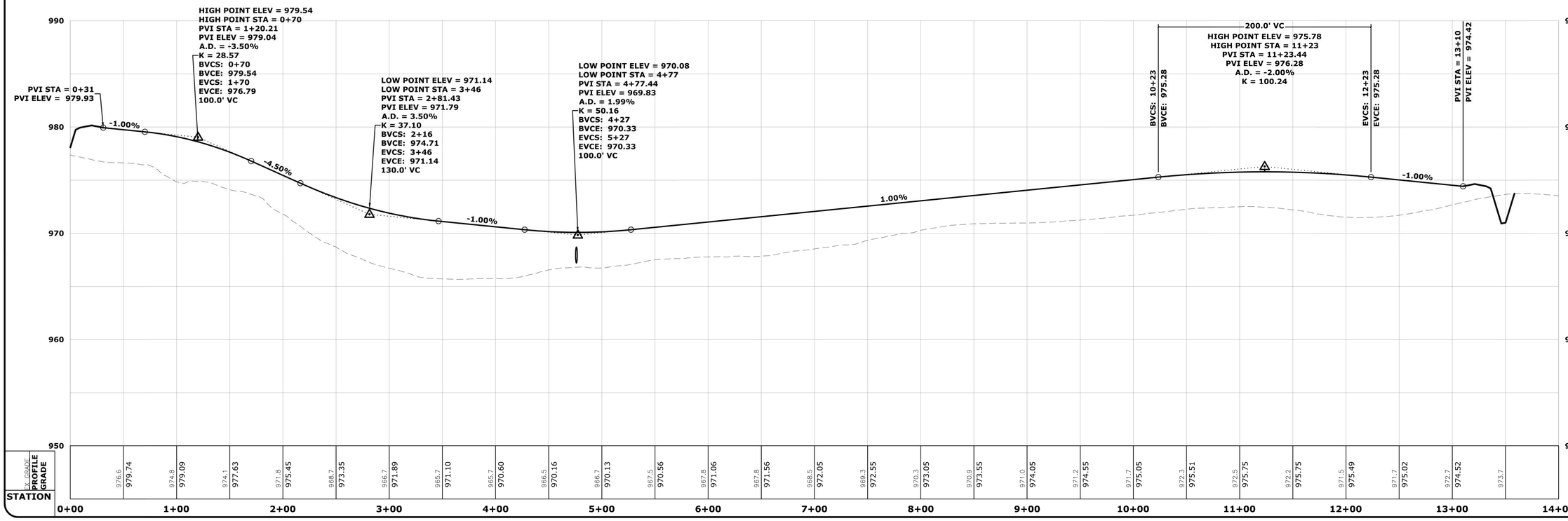
PRAIRIE POINT CT PLAN & PROFILE

PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORNER OF 500TH AVE & 170TH ST
STORY COUNTY, IOWA

PROJECT NO.
5470-18A

SHEET
PP1.2





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LAYOUT NAME: PP1.3

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	LAST UPDATE: 04/23/20	
04/20	JMG	
04/20	SRS	

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Phone: (515) 233-0000
FAX: (515) 233-0103
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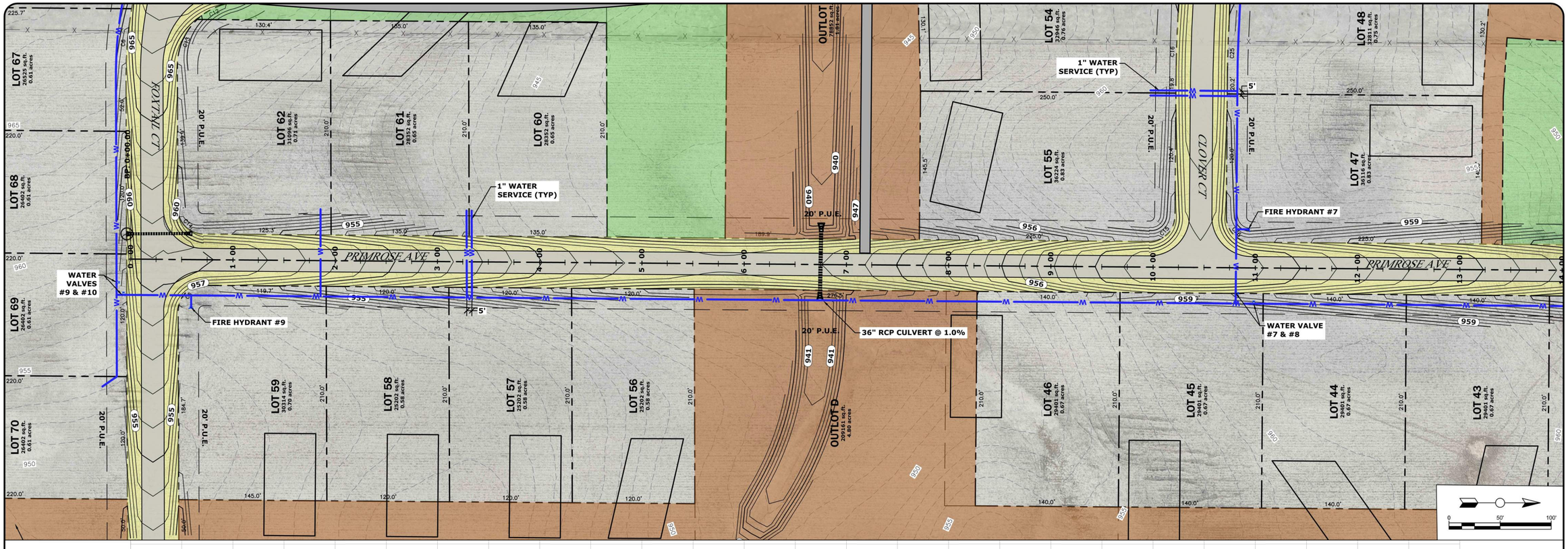
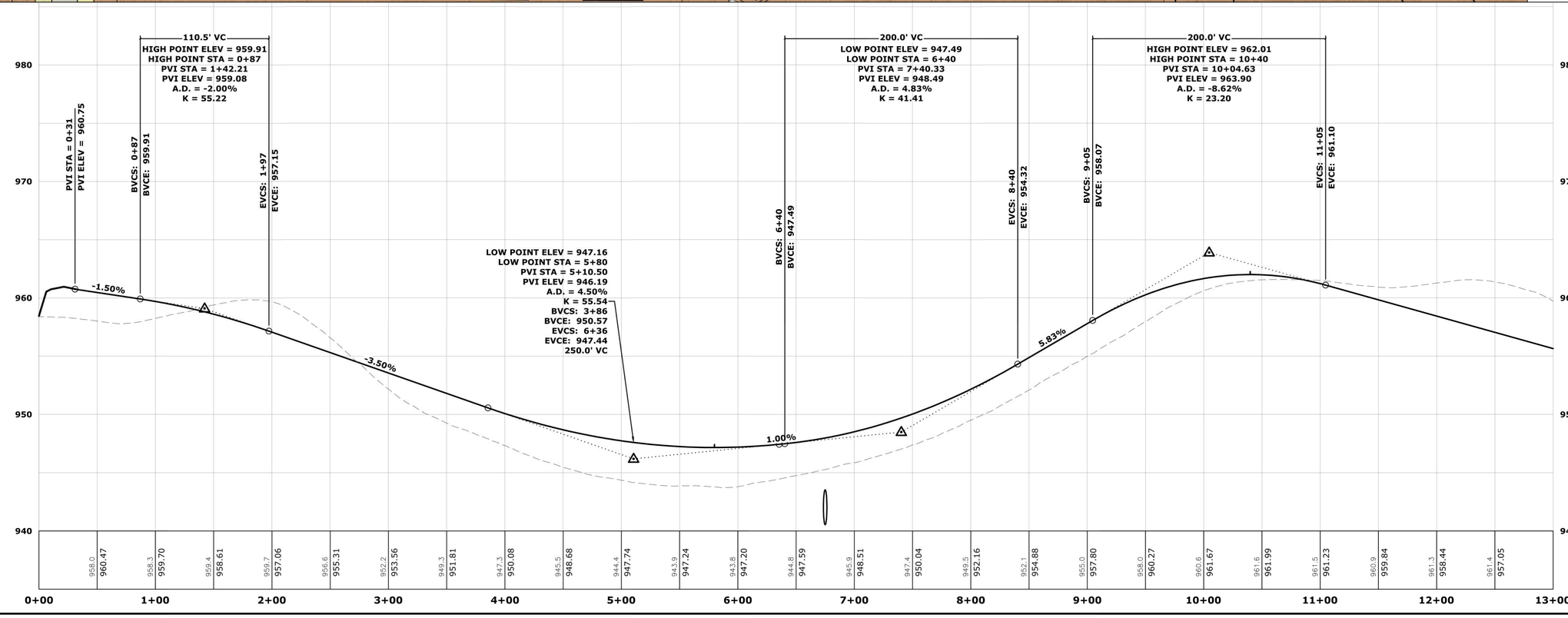
BLAZING STAR ST PLAN & PROFILE

PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORNER OF 500TH AVE & 170TH ST
STORY COUNTY, IOWA

PROJECT NO.
5470-18A

SHEET
PP1.3





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LAYER MNGR NAME
LAYOUT NAME: PP1.4

DATE	BY	REVISION

DESIGNED: JMG
DRAWN: SRS
CHECKED:
LAST UPDATE: 04/23/20

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414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103
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PRIMROSE AVE PLAN & PROFILE

PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORNER OF 500TH AVE & 170TH ST
STORY COUNTY, IOWA

PROJECT NO.
5470-18A

SHEET
PP1.4

REMOVE EX 15" TILE WITHIN RIGHT OF WAY.
REPLACE WITH 15" RCP.
FIELD VERIFY LOCATION AND MATCH
EXISTING SLOPE OF 15" TILE

4' X 4' BOX CULVERT @1.25%

18" RCP CULVERT @1.0%

FIRE HYDRANT #6

WATER VALVE #6

EP: 25+00.00

OUTLOT C

PRIMROSE AVE

20' P.U.E.

LOT 48 12811 sq.ft. 0.29 acres
LOT 47 36516 sq.ft. 0.83 acres
LOT 41 29250 sq.ft. 0.67 acres
LOT 40 29250 sq.ft. 0.67 acres
LOT 39 29250 sq.ft. 0.67 acres
LOT 33 30563 sq.ft. 0.70 acres
LOT 32 27300 sq.ft. 0.63 acres
LOT 44 29401 sq.ft. 0.67 acres
LOT 43 29400 sq.ft. 0.67 acres
LOT 42 29402 sq.ft. 0.67 acres
LOT 38 27301 sq.ft. 0.63 acres
LOT 37 27301 sq.ft. 0.63 acres
LOT 36 27300 sq.ft. 0.63 acres
LOT 35 27300 sq.ft. 0.63 acres
LOT 34 27299 sq.ft. 0.63 acres

0 50' 100'

LOW POINT ELEV = 973.41
LOW POINT STA = 23+82
PVI STA = 23+82.04
PVI ELEV = 973.21
A.D. = 4.00%
K = 9.99
BVCS: 23+62
BVCE: 973.61
EVCS: 24+02
EVCE: 973.61
40.0' VC

240.0' VC
LOW POINT ELEV = 948.27
LOW POINT STA = 16+16
PVI STA = 16+33.18
PVI ELEV = 946.36
A.D. = 6.49%
K = 36.97

200.0' VC
LOW POINT ELEV = 952.67
LOW POINT STA = 18+04
PVI STA = 19+03.75
PVI ELEV = 956.37
A.D. = 1.80%
K = 111.32

150.0' VC
HIGH POINT ELEV = 974.64
HIGH POINT STA = 22+91
PVI STA = 22+55.99
PVI ELEV = 975.74
A.D. = -7.50%
K = 19.99

BVCS: 15+13
BVCE: 949.70
EVCS: 17+53
EVCE: 950.80
BVCS: 18+04
BVCE: 952.67
EVCS: 20+04
EVCE: 961.87
BVCS: 21+81
BVCE: 971.62
EVCS: 23+31
EVCE: 974.24

-2.79%
3.70%
5.50%
-2.00%
2.00%

PVI STA = 24+06
PVI ELEV = 973.69

STATION	PROFILE GRADE	EX GRADE
12+00	957.05	961.4
13+00	955.65	959.7
14+00	954.26	956.7
15+00	952.86	953.4
16+00	951.47	949.6
17+00	950.07	947.3
18+00	948.86	944.9
19+00	948.30	944.1
20+00	948.42	944.8
21+00	949.21	946.6
22+00	950.68	949.8
23+00	952.53	953.3
24+00	954.48	955.5
25+00	956.65	955.4
	959.04	956.5
	961.66	958.8
	964.41	961.9
	967.16	964.9
	969.91	968.5
	972.57	971.1
	974.22	972.2
	974.62	973.2
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	973.57	972.6
		969.7

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LAYOUT NAME: PP1.5

DATE	REVISION	BY	DATE
		DESIGNED:	JMG 04/20
		DRAWN:	SRS 04/20
		CHECKED:	
		LAST UPDATE: 04/23/20	

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414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103
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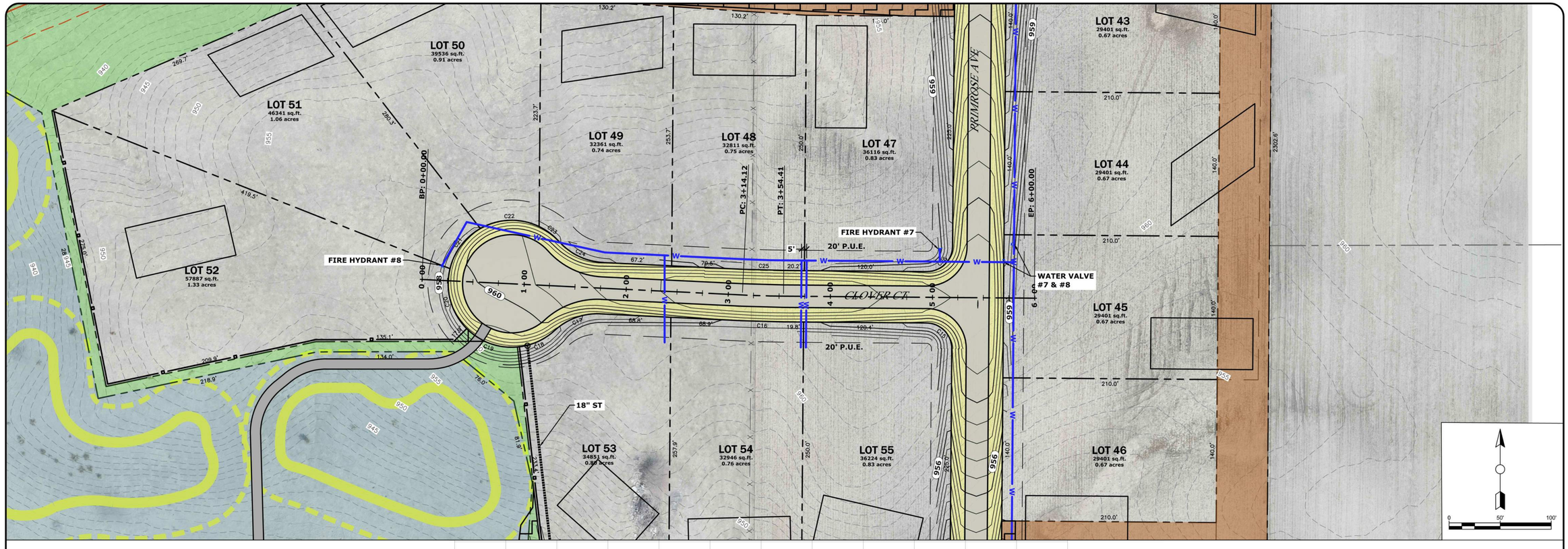
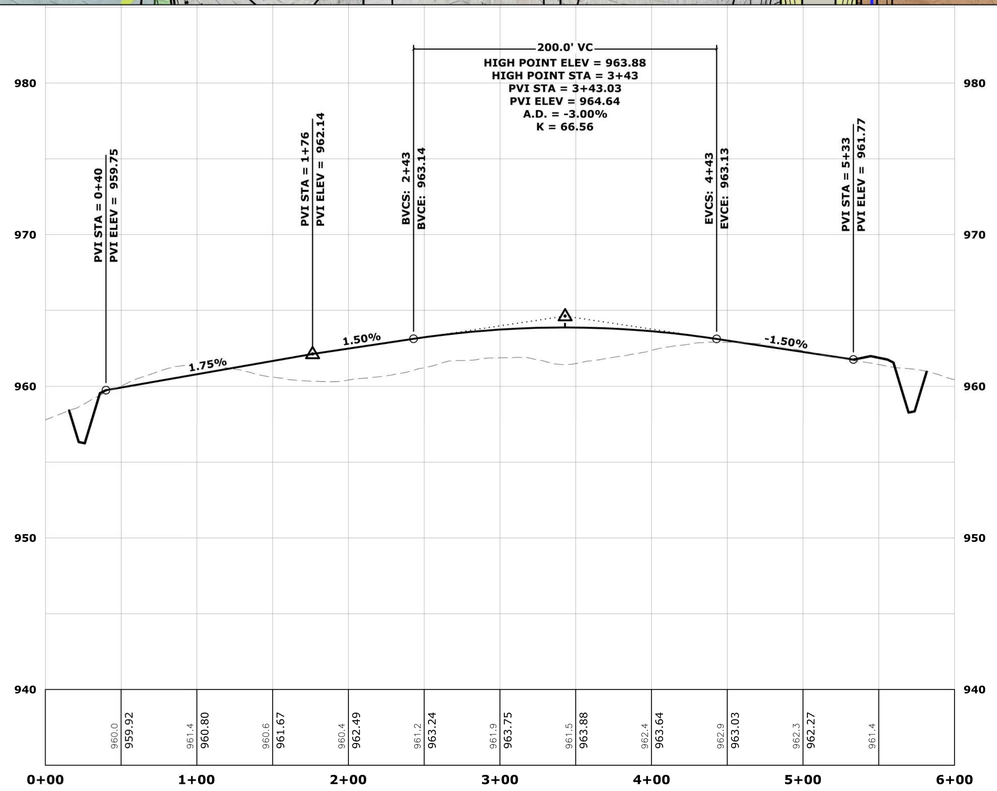
PRIMROSE AVE PLAN & PROFILE
PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORNER OF 500TH AVE & 170TH ST
STORY COUNTY, IOWA

PROJECT NO. 5470-18A

SHEET PP1.5





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PLOT STYLE TABLE	LAYER MNGR NAME	LAYOUT NAME
FoxEngrGrScale.ctb		PP1.6

DATE	REVISION	BY	DATE
	DESIGNED:	JMG	04/20
	DRAWN:	SRS	04/20
	CHECKED:		
	LAST UPDATE: 04/23/20		

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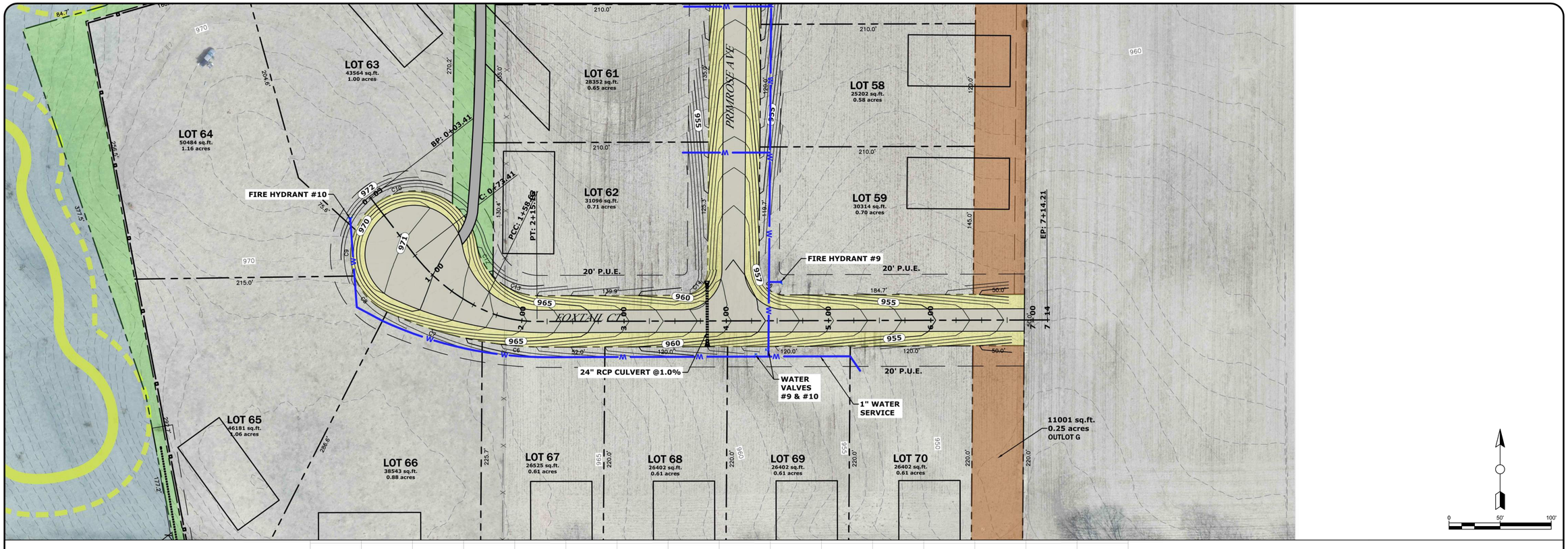
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

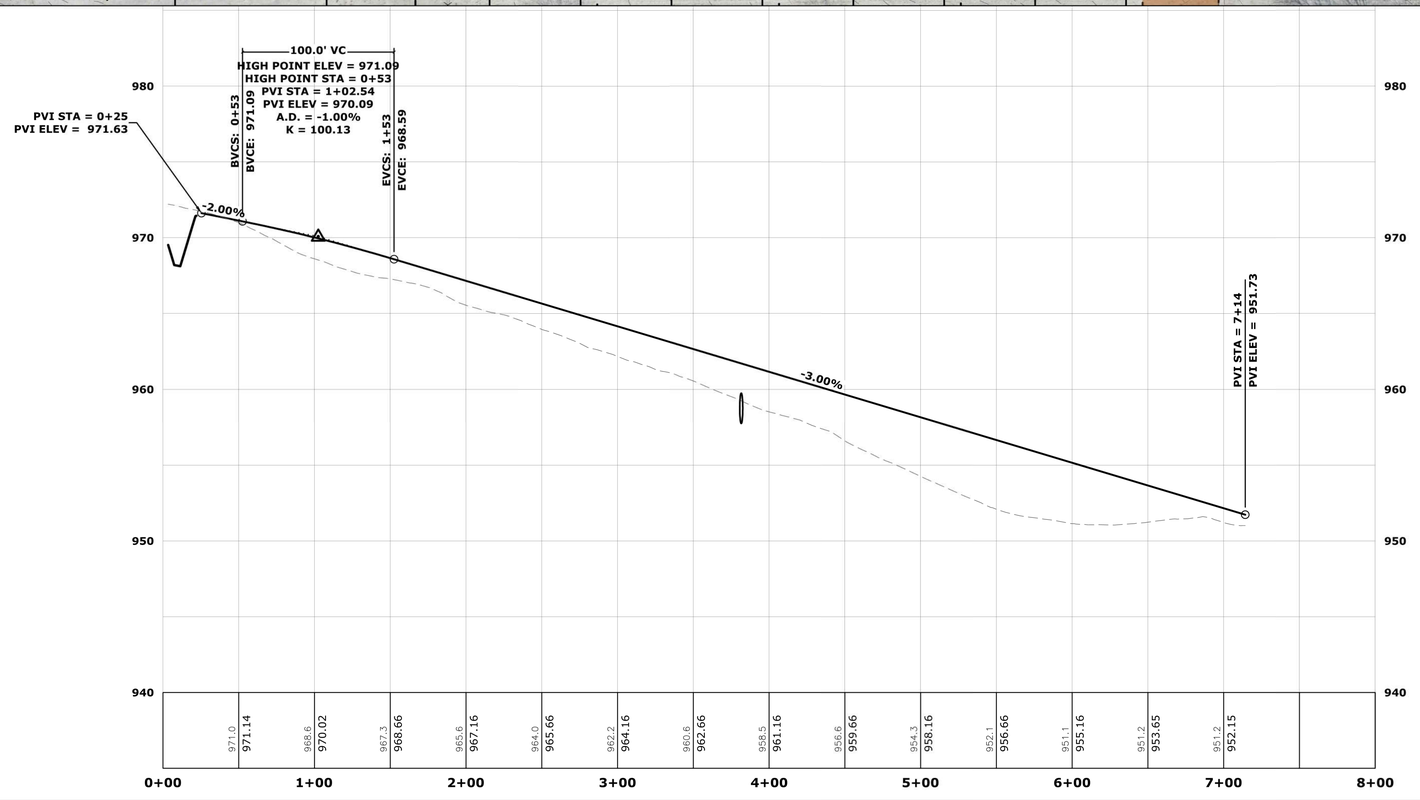
CLOVER CT PLAN & PROFILE

PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORNER OF 500TH AVE & 170TH ST
STORY COUNTY, IOWA

PROJECT NO.
5470-18A

SHEET
PP1.6





EX GRADE
PROFILE GRADE
STATION

EX GRADE
PROFILE GRADE
STATION

DRAWING FILENAME
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PLOT STYLE TABLE
FoxGreyScale.ctb

LAYER MNGR NAME

LAYOUT NAME
PP1.7

DATE	BY	DATE
REVISION	DESIGNED:	JMG	04/20
	DRAWN:	SRS	04/20
	CHECKED:		
	LAST UPDATE: 04/23/20		

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

FOX engineering

FOXTAIL CT PLAN & PROFILE
PRAIRIE VALLEY - MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORNER OF 500TH AVE & 170TH ST
STORY COUNTY, IOWA

PROJECT NO.
5470-18A

SHEET
PP1.7

INSTRUMENT PREPARED BY:	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010

OUTLOT USE RESTRICTIONS AND MANAGEMENT/OWNERSHIP AGREEMENT

THIS OUTLOT USE RESTRICTIONS AND MANAGEMENT/OWNERSHIP AGREEMENT (this "Agreement") is being made and entered into between Story County, Iowa (the "County"), the Story County Conservation Board ("SCCB"), and The Quarry Estates, L.L.C. (the "Developer") related to the development of Prairie Valley Subdivision, Story County, Iowa (the "Subdivision").

1. The Developer hereby understands. acknowledges, and agrees that any and all development within the Subdivision (said term includes any and every addition thereof) shall be in accordance with the following provisions and/or instruments:

a. the Stormwater Management Plan (the "SWMP") submitted as part of the preliminary plat of the Subdivision (the "Preliminary Plat");

b. the Erosion Control Plan (the "ECP") submitted as part of the Preliminary Plat;

c. the Protection Subdrain Plan (the "PSP") submitted as part of the Preliminary Plat;

d. the Fence Plan (the "Fence Plan") submitted as part of the Preliminary Plat;

e. the access easement granted in favor of SCCB submitted as part of the Preliminary Plat;

f. applicable provisions of the Code of Ordinances of Story County, Iowa (the "Code");

g. the Iowa Statewide Urban Design and Specifications ("SUDAS");

h. as applicable, the terms and provisions of the Restrictive Covenants and Regulations for Prairie Valley Subdivision First Addition, Story County, Iowa (collectively, with the similar restrictive covenant instruments for each future addition of the Subdivision, the "Covenants") with respect to the duties and requirements of the Developer and/or the Association (as that term is defined in the Covenants) as identified therein; and

i. any and every supplement and/or amendment to the SWMP, the ECP, the PSP, the Fence Plan, the Code, and SUDAS related to future additions of the Subdivision.

2. The Developer agrees to the following conditions and restrictions with respect to outlots within the Subdivision that are owned by the Association (collectively, the "Outlots" and individually, an "Outlot") and with respect to lots within the Subdivision dedicated and conveyed by the Developer to the County as part of the platting of the Subdivision (collectively, the "County Lots" and individually, a "County Lot"):

a. the Developer shall convey the applicable County Lots to the County by warranty deed with each phase of the Subdivision;

b. all Outlots and County Lots that contain greenspace and/or Conservation Easements (as that term is defined in the Covenants) shall be managed as native prairie lots and plantings thereon shall be in strict compliance with the requirements of the SCCB, such management shall include, bot not be limited to: (i) the prohibition on planting or growing, in any manner, any invasive plant species (as defined by the Iowa Department of Natural Resources Forestry Invasive Species Guide) on any Outlot, (ii) the requirement that all shrubs and trees planted on any Outlot be of a native species, and (iii) the requirement of preapproval by the SCCB of any seed mixes used on any Outlot;

c. water quality within the County Lots shall be tested by the SCCB and/or the County, and in the event the testing indicates the use of fertilizers and/or lawn additives that contain phosphates in violation of the Covenants, the SCCB and/or the County is authorized, pursuant to the Covenants, to resort to an action at law or in equity for relief, either by injunction or in damages, against any person then owning a Lot (as that term is defined in the Covenants) in the Subdivision so violating the Covenants in said manner, and is entitled to attorneys' fees and costs related thereto;

d. no construction materials, debris, hazardous materials, household items, or unapproved plants or soil shall be placed, at any time, on any of the Outlots or the County Lots;

e. the County Lots shall be limited to light foot traffic, and no sledding, biking, hunting, trapping, or other activities prohibited by the SCCB shall be permitted on the County Lots;

f. the SCCB and/or the County shall be responsible for: (i) the construction and creation of a trail system within or across any County Lot, (ii) the construction and creation of shelters or other structures for public use on the County Lots, as may be shown and identified on the Preliminary Plat, as agreed to by the SCCB, the Developer, and the Association, (iii) the construction of an access gate to designated portions of any County Lot, and (iv) the construction and creation of public parking areas with respect to the Subdivision and the County Lots located therein; and

g. the Developer shall be responsible for: (i) the construction of three (3) split-rail fences on the common property lines of the County Lots and the Outlots in order

to protect environmentally sensitive areas as identified in the Fence Plan, and (ii) the construction of the protection subdrain as identified in the PSP.

3. The parties agree that this Agreement may be modified, amended or supplemented only by written agreement of the parties. This Agreement shall run with the real property made part of the Subdivision and shall be binding upon Developer, its successors and assigns. Time is of the essence in this Agreement. The failure to promptly assert any rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of the parties hereto appear on each counterpart. All counterparts shall collectively constitute a single Agreement. The laws of the State of Iowa shall govern this Agreement. Any dispute relating to this Agreement shall be adjudicated in the Iowa District Court for Story County.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

Dated this __ day of April, 2020.

(SIGNATURE PAGE FOLLOWS)

SIGNATURE PAGE OF
OUTLOT USE RESTRICTIONS AND DEVELOPMENT AGREEMENT

THE QUARRY ESTATES, L.L.C.

By: _____
Kurt W. Friedrich, Manager

By: _____
Richard J. Johansen, Manager

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this ___ day of April, 2020, by Kurt W. Friedrich, as a Manager of The Quarry Estates, L.L.C.

_____
Notary Public in and for the State of Iowa
My commission expires _____

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this ___ day of April, 2020, by Richard J. Johansen, as a Manager of The Quarry Estates, L.L.C.

_____
Notary Public in and for the State of Iowa
My commission expires _____

STORY COUNTY, IOWA

By: _____
Linda Murken, Chair. Board of Supervisors

By: _____
Lucy Martin, Story County Auditor

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this ___ day of April, 2020, by Linda Murken and Lucy Martin, the Chair of the Board of Supervisors and the County Auditor, respectively, of Story County, Iowa.

_____
Notary Public in and for the State of Iowa
My commission expires _____

DRAFT - WORKING COPY 04/23/2020

INSTRUMENT PREPARED BY:	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010

RESTRICTIVE COVENANTS AND REGULATIONS FOR PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA

WHEREAS, the undersigned are the owners of Lots One (1) through Twenty-eight (28) ("Lot" or the "Lots") contained in Prairie Valley Subdivision First Addition, Story County, Iowa (the "Subdivision"); and

WHEREAS, all of the Lots shall be developed as residential lots and governed by these restrictive covenants and regulations; and

WHEREAS, for their own protection and for the benefit of subsequent owners of said Lots within said Subdivision, the said owner desires to restrict the use thereof in certain particulars;

NOW, THEREFORE, the parties hereto, in consideration of the covenants and agreements contained herein, by these presents, covenant, bargain and agree for themselves for their successors and assigns, as follows:

1. All Lots shall be known and described as residential lots and shall not be improved, used, or occupied for other than private single-family residential purposes.

2. All owners of Lots shall be members of Prairie Valley Property Owners Association, Inc. (the "Association"). The Association shall be governed by Bylaws and other organizational documents that set forth the duties and obligations of such owners with respect to the ownership of Lots within the Subdivision, including, but not limited to, the terms and provisions of the Outlot Use Restrictions and Management/Ownership Agreement (the "Management Agreement") (the Management Agreement is incorporated herein by this reference as if fully set forth) of even date herewith related to the Subdivision and applicable provisions within the County Code of Ordinances (as that term is defined herein) specifically related to development within a GB-C Greenbelt-Conservation District.

   All outlots within the Subdivision that are owned by the Association (collectively the "Outlots" and individually, an "Outlot") and all lots within the Subdivision dedicated and conveyed to Story County, Iowa (the "County") as part of the platting of the Subdivision (collectively, the "County Lots" and individually, a "County Lot") that

contain greenspace and/or Conservation Easements (as that term is defined herein) shall be managed as native prairie lots and plantings thereon shall be in strict compliance with the requirements of the SCCB (as that term is defined herein), and such management shall include, but not be limited to, mowing, haying, grazing, or by prescribed fire.

3. The residences to be constructed or to be permitted to remain on the Lots shall meet the following requirements:

   a. One (1) story residences shall have a ground floor finished area of not less than one thousand three hundred (1,300) square feet.

   b. One and one-half (1½) story residences or split-level residences shall have a ground floor finished area of not less than eight hundred (800) square feet and a total finished area on the ground floor and the second floor of not less than one thousand six hundred (1,600) square feet.

   c. Two (2) story residences shall have a ground floor finished area of not less than eight hundred (800) square feet and a total finished area on the ground floor and the second floor of not less than one thousand six hundred (1,600) square feet.

   d. The computation of the finished area shall not include porches, breezeways, or garages.

4. No Lot shall be subdivided for the purpose of constructing more than one (1) residence per Lot; however, parts of Lots may be conveyed to adjoining Lot owners for any other purpose. No structure or improvement shall be placed or otherwise maintained on any Lot in any area identified on the Final Plat of the Subdivision as an easement area or a setback area.

5. No building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition, change or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the managers, members or officers, as the case may be, of The Quarry Estates, LLC (the "Developer"), or by an Architectural Committee appointed by the Developer. The primary guidelines for approval are that the plans and specifications reflect harmony of external design and location in relation to surrounding structures and drainage patterns in accordance with the Storm Water Management Pplan (the "SWMP") submitted as part of the platting of the Subdivision. When dwellings have been constructed on all Lots within the Subdivision, the requirements imposed by this paragraph shall terminate.

6. The following restrictions shall also constitute covenants:

   a. There shall be no mobile homes placed or erected on any Lot.

b. No pre-erected dwelling shall be moved to any Lot.

c. All dwellings must have, at a minimum, a double attached garage or double detached garage. No detached buildings or other structures, including, but not limited to, garages, storage or utility buildings, sheds, windmills, solar panel housing, or playhouses, shall be built on any Lot without the prior written consent of the Developer or the Committee, and if approved by the Developer or the Committee, any and all detached buildings or other structures must nonetheless match or be in harmony with the architectural style and color of the primary residence.

d. No more than twelve (12) inches of concrete block, poured concrete or wood foundation shall be exposed on any building unless the exposed material is covered with brick, stone veneer or siding. Exposed foundations must be painted to blend with exterior wall finishes.

e. All building structures or improvements of any kind must be completed within twelve (12) months of the commencement date of the construction. All excess dirt from the excavation shall be hauled from the Lot or used as a part of the final landscape plan. Any excess dirt, concrete or other debris may not be placed on other land within the Subdivision. **IF CONSTRUCTION HAS NOT BEGUN ON A LOT WITHIN TWELVE (12) MONTHS OF THE DATE ON THE DEED FROM THE DEVELOPER, THEN THE OWNER OF RECORD, AT DEVELOPER'S REQUEST, AGREES TO DEED THE LOT BACK TO THE DEVELOPER FOR NINETY PERCENT (90%) OF THE ORIGINAL PURCHASE PRICE WITH NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST AT THE TIME THE DEED IS CONVEYED TO THE DEVELOPER. DEVELOPER WILL PAY ONLY FOR DEED PREPARATION, RECORDING FEES AND TRANSFER TAXES. ON ISSUANCE OF AN OCCUPANCY PERMIT FOR A RESIDENCE, THIS RIGHT TO REPURCHASE SHALL TERMINATE AS TO THAT LOT.**

f. All homes must be built by a recognized homebuilder, defined as a homebuilder who completes at least three (3) homes per year.

g. All finished Lots and house grades shall conform to the Developer's grading plan which may be obtained from the Developer during construction.

h. All mailboxes shall be placed in accordance with United States Postal Service regulations. Individual mailboxes will not be permitted. Cluster mailboxes will be provided by the United States Postal Service.

i. No above ground or non-permanent swimming pool shall be permitted on any Lot.

j. No building or structure of a temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.

k. No recreational vehicle, camper, boat or truck rated larger than three quarters (¾) of a ton shall be parked on a Lot for a period of time exceeding forty-eight (48) consecutive hours or for more than thirty (30) days in any calendar year.

l. No rubbish containers shall be visible from the street except on pickup day and one (1) day before and one (1) day after pickup day. Construction waste containers shall be exempt from this provision; however, the builder or Lot owner shall be responsible for keeping the construction debris contained on the Lot and in the construction waste containers.

m. No extension towers or antennas of any kind shall be constructed, modified or permitted on any Lot except television or radio antennas of less than ten (10) feet are permitted on dwellings or garages as long as they are not visible from the street. Satellite dishes in excess of thirty-six (36) inches in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.

n. No noxious or offensive activities or odors shall be permitted on or to escape from any Lot, nor shall anything be done on any Lot which is or may become an annoyance or nuisance, either temporarily or permanently.

o. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. Dogs must be tied, fenced or kept in a dog run or on a leash at all times.

p. Within three (3) months after occupancy of the residential dwelling on any Lot, the yards shall be sodded or seeded. In addition to seeding and sodding, the builder or Lot owner shall expend a minimum of one thousand dollars ($1,000.00) for landscaping. Landscaping shall include at least one (1) one and one-half (1½) inch caliper tree.

q. All retaining walls shall be constructed of stone or masonry product. No wood landscaping timbers shall be used to construct retaining walls, except that window well retaining walls that are not visible above grade may be constructed using wood landscaping timbers.

r. Roof materials should be slate, tile, cedar shakes, or composite shingles. Composite shingles shall be architectural grade, minimum thirty (30) year warranty. Shingle colors shall be compatible with and complimentary to the exterior materials and colors. White or white blend roof materials are not

acceptable.

s. All outdoor light fixtures shall be designed, installed and maintained to prevent light trespass beyond the boundaries of the Lot. "Full cutoff" outdoor light fixtures which emit no light at or above the horizontal plane of the fixture shall be utilized for all dusk to dawn light fixtures exceeding three hundred (300) lumens and for all manually switched or occupancy sensor switched fixtures exceeding one thousand (1,000) lumens. Christmas lighting or other temporary outdoor lighting shall be exempt from this provision, but shall remain in place no longer than six (6) weeks annually.

t. Each Lot owner shall keep the Lot free of weeds and debris and shall take all necessary steps to control erosion from the Lot. All Lot owners shall implement appropriate erosion control measures before, during and after construction. These measures may include silt fences, ground cover and seeding over exposed areas. If, in the opinion of the Developer, erosion is not properly controlled, corrective action may be taken and the costs assessed against the Lot owner.

u. Chain link fences are not permitted. If a fence is installed, it must be a two (2) pattern fence. The plans for the fence shall be submitted for approval by the Developer in accordance with Paragraph 5. All Lots abutting any Conservation Easement (as that term is defined herein) or any County Lot or Outlot shall have, along the common property lines thereof, a three (3) rail split fence. If any said fence is installed to protect an Outlot, as identified in the Fence Plan (the "Fence Plan") submitted by the Developer with the Final Plat of the Subdivision, the construction of said fence shall be the responsibility of the Lot owner and shall be installed at the time of the construction of the dwelling on the Lot as a condition of any building or other permit. If any said fence is installed to protect a County Lot, as identified in the Fence Plan, the construction of said fence shall be the responsibility of the Developer. The owner of any Lot in which a fence is installed shall be responsible for the maintenance of said fence.

v. Once a dwelling is sold and occupied, signage shall be limited to (i) address signage, (ii) owner identification signs, (iii) "For Sale" signs, (iv) "Garage Sale" signs, (v) special event signs (such as birthdays, graduations, or anniversaries, hereafter "Event Signs") (vi) political signs and (vii) other signs approved in writing by the Developer. "For Sale" signs shall only be displayed while a dwelling is for sale and must be removed the day following the closing of the sale. "Garage Sale" and Event Signs shall only be displayed one (1) day before the sale or event and during the sale or event and must be removed by the day following the sale or event. Political signs shall only be displayed up to two (2) weeks prior to an election, the day of the election, and must be removed by the day following the election. Political signs not related to an election shall be displayed for a maximum of two (2) weeks. Other signs permitted by the Developer shall be displayed for such times as authorized by the Developer. All signs shall be limited to no more than thirty-nine (39) inches in width by twenty-four (24) inches in height and

shall be professionally constructed. No hand painted signs will be allowed. Except for address and owner identification signs, no signs shall be erected on any building elevation, erected so that is visible through window or glass openings or, except for vehicles with professionally made business signage on the vehicles, attached to vehicles parked within the neighborhood.

w. Any and all plumbing systems, septic tanks, and sewage disposal fields installed on a Lot shall comply with the standards, requirements, rules, or regulations of all applicable governmental authorities. Additionally, all existing field drainage tiles upon or under any of the Lots shall remain unobstructed and the free flow of water through said tiles shall not, in any manner, be restricted, blocked, or impeded. The existing drainage tile system shall at all times be preserved during the construction of residences or other approved structures on a Lot. Said drainage tiles are necessary for adjacent property owners and the proper repair of said drainage tiles is necessary to prevent drainage issues for adjacent property owners. Any drainage tile located during construction shall be repaired at the sole cost and expense of the Lot owner and the repair shall be observed by an engineer designated by the Developer prior to backfilling. Drainage tiles that need to be rerouted will be upsized to the next pipe size, but to a minimum of two (2) inches in diameter. Drainage tiles that are relocated around basements shall be a minimum of twenty (20) feet from the exterior of the residence, garage, or other approved structure. In no event shall a drainage tile run under a residence or other approved structure. The Association shall be responsible for the maintenance and repair of the subdrains identified in the Protection Subdrain Plan submitted by the Developer with the Final Plat of the Subdivision. Additionally, drainage tiles shall be a minimum of fifteen (15) feet from any septic system drain, tile, or tank.

x. All wastewater systems must comply with all state and local regulations in effect at the time of installation and be approved by the Story County Health Department prior to construction of a residential dwelling on a Lot. Lot owners shall be responsible for the installation of any permitted on-site wastewater treatment systems. Mechanical on-site wastewater treatment systems shall be used only if soil-based secondary on-site wastewater treatment systems cannot be installed and operated and use of such mechanical systems shall comply with state law requirement of maintenance agreements. The Association shall contract for pumping, routine maintenance, and inspections every five (5) years of all on-site wastewater treatment systems by an inspector qualified to conduct septic system reviews in the County. The reports shall be forwarded to the Story County Health Department. Inspection fees shall be a part of the annual assessments of the Association. The owners of the Lots shall pay for all pumping, maintenance, and repair required to comply with all county and state regulations.

y. The use or application of any fertilizer or lawn additive that contains phosphates is prohibited on all Lots.

z. No Lot owner shall plant or grow, in any manner, any invasive plant species on a Lot. The Association shall not plant or grow on any Outlot, in any manner, any invasive plant species (as defined by the Iowa Department of Natural Resources Forestry Invasive Species Guide). All shrubs and trees on Lots or Outlots shall be native species. The Story County Conservation Board must preapprove the use of any seed mixes proposed to be used on any Outlot.

aa. The Association shall be responsible for the maintenance of the storm water management systems, as identified in the SWMP. Maintenance shall include the following: (i) visual inspection of the site to ensure that no erosion is occurring, (ii) visual inspection of on-site storm sewer during rainfall events to ensure they are properly working, (iii) removal of any sediment that has collected in designated storm water detention and/or retention areas and removal of any debris that may have blocked the outlet orifices, (iv) repair or replacement of any damaged structures designed to control storm water runoff and provided water quality measures for the site, (v) regularly mowing lawn areas (except with respect to native species areas), (vi) clearing detention facilities of any volunteer trees, and (vii) completing annual inspections of detention facilities and maintaining inspection reports for three (3) years.

bb. No debris, hazardous materials, household hazardous waste, or unapproved plants or soil shall be placed, at any time, on any Lot, Outlot, or County Lot.

7. Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Lot owner shall be the sole responsible permittee for the Lot with respect to compliance with the terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan that includes the Lot.

During the ownership of the Lot, the Lot owner shall protect, defend, indemnify and hold the Developer and other Lot owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys' and consultants' fees caused by, or in any manner related to: (1) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot; and/or (2) any alleged violation of any NPDES or storm water discharge rule or regulation.

8. For purposes of this Paragraph 8 the term "Conservation Easement" shall mean the definition referenced in Chapter 457A of the Iowa Code and/or the definition referenced with respect to "Easement, public" in Section 85.08(89) of the Code of Ordinances of Story County, Iowa (the "County Code of Ordinances"). The legal descriptions of any and every Conservation Easement granted to the County upon the platting of the Subdivision shall be noted on the Final Plat of the Subdivision and on an easement document to be recorded with the Final Plat of the Subdivision. Each Lot owner shall strictly comply with the restrictions set forth in Section 86.12 of the County Code of Ordinances and other provisions within the County Code of Ordinances specifically related to development within a GB-C Greenbelt-Conservation District with respect to any areas within the Subdivision encumbered by

a Conservation Easement. The Association shall be charged with enforcing said restrictions on any Lot not owned by the Association, and furthermore, the Association shall be ultimately responsible for the enforcement of said restrictions on any Outlots and/or as required under the Management Agreement. In furtherance of said charge, the owners of Lots shall be liable for dues to the Association in such amounts as the Association deems adequate to comply with the requirements set forth herein.

The erection or placement of any building or other structure or improvement, including, but not limited to, a retaining wall or fence, or any trees, shrubs, or other landscape plantings other than grass or comparable ground cover within any area of an Outlot or a Count Lot, or any area of a Lot identified as being encumbered by a Conservation Easement, is prohibited except with the prior consent of the County. Neither the Association or any Lot owner may mow, burn, spray, or engage in other similar management activities on the Outlots or the County Lots.

9. All of these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon all parties hereto, their successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.

10. In case of violation of any of the covenants, any person then owning a Lot in said Subdivision, the SCCB, and/or the County is authorized to resort to an action at law or in equity for relief, either by injunction or in damages, against the person so violating said covenants and is entitled to attorneys' fees and costs related thereto.

11. Invalidation of any of these covenants by judgment or court order shall in no way affect the validity of any of the other provisions, but they shall remain in full force and effect.

12. This instrument may be amended upon the recording of a written instrument executed by the owners of at least seventy-five percent (75%) of the Lots within the Subdivision. Any amendment to this instrument must be filed for record in the office of the Recorder of Story County, Iowa. For the purposes of this Paragraph 12, each Lot shall be deemed to have one (1) owner, and each said owner shall be entitled to one (1) vote for each Lot owned.

13. The provisions of this instrument and any amendments hereto may be extended for an additional period beyond the initial twenty-one (21) year period by the owners of seventy-five percent (75%) of the Lots within the Subdivision by filing a verified claim in the office of the Recorder of Story County, Iowa, within the initial twenty-one (21) year period. For the purposes of this Paragraph 13, each Lot shall be deemed to have one (1) owner, all as provided in the preceding paragraph.

Dated at Ames, Iowa this ___ day of April, 2020.

(SIGNATURE PAGE FOLLOWS)

SIGNATURE PAGE OF
RESTRICTIVE COVENANTS AND REGULATIONS FOR
PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA

THE QUARRY ESTATES, L.L.C.

By: _____
Kurt W. Friedrich, Manager

By: _____
Richard J. Johansen, Manager

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this ___ day of April, 2020, by Kurt W. Friedrich, as a Manager of The Quarry Estates, L.L.C.

_____
Notary Public in and for the State of Iowa
My commission expires _____

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this ___ day of April, 2020, by Richard J. Johansen, as a Manager of The Quarry Estates, L.L.C.

_____
Notary Public in and for the State of Iowa
My commission expires _____

INSTRUMENT PREPARED BY:	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010

EASEMENTS

KNOW ALL PERSONS BY THESE PRESENTS:

That **THE QUARRY ESTATES, L.L.C.**, for good and valuable consideration, does hereby grant unto **STORY COUNTY, IOWA**, and its successors and assigns, public utility easements upon, underground, over or across the following-described real estate:

_____; AND,

_____,

all of the foregoing in **PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA**.

The undersigned further grants unto **STORY COUNTY, IOWA**, and its successors and assigns, conservation easements (as situated on each referenced lot, a "Conservation Easement") upon, underground, over or across the following-described real estate:

_____; AND,

_____,

all of the foregoing in **PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA**.

The undersigned further grants unto **STORY COUNTY, IOWA**, and its successors and assigns, protective subdrain easements upon, underground, over or across the following-described real estate:

_____; AND,

_____,

all of the foregoing in **PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA**.

The undersigned further grants unto the **CITY OF AMES, IOWA**, and its successors and assigns, stormwater easements upon, underground, over or across the following-described real estate:

_____; AND,

_____,

all of the foregoing in **PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA**.

The undersigned further grants unto the **CITY OF AMES, IOWA**, and its successors and assigns, access easements upon, underground, over or across the following-described real estate:

_____; AND,

_____,

all of the foregoing in **PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA**.

The undersigned further grants unto the **CITY OF AMES, IOWA**, and its successors and assigns, lateral field easements upon, underground, over or across the following-described real estate:

_____; AND,

_____,

all of the foregoing in **PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA**.

The foregoing rights are granted upon the express condition that the undersigned shall not erect or place within the easement areas identified herein any building or other structure or improvement, including, but not limited to, a retaining wall or fence, or any trees, shrubs, or other landscape plantings other than grass or comparable ground cover except with the consent of Story County, Iowa. Story County, Iowa shall have the right to trim or remove trees and shrubs within the easement areas identified herein to prevent damage to utility service lines of Story County, Iowa located within said easement areas. Any and all areas encumbered by a Conservation Easement shall be managed in such a manner consistent with: (a) the provisions of the Outlot Use Restrictions and Management/Ownership Agreement of even date herewith and filed contemporaneous with the Final Plat of Prairie Valley Subdivision First Addition, Story County, Iowa (the "Final Plat"); (b) the Restrictive Covenants and Regulations for Prairie Valley Subdivision First Addition, Story County, Iowa of even date herewith and filed contemporaneous with the Final Plat; and (c) applicable provisions of Chapter 457A of the Iowa Code and/or the Code of Ordinances of Story County, Iowa related to "conservation easements" and the requirements related thereto.

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

Dated this ___ day of April, 2020.

(SIGNATURE PAGE FOLLOWS)

SIGNATURE PAGE OF
EASEMENTS

THE QUARRY ESTATES, L.L.C.

By: _____
Kurt W. Friedrich, Manager

By: _____
Richard J. Johansen, Manager

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this ___ day of April, 2020, by Kurt W. Friedrich, as a Manager of The Quarry Estates, L.L.C.

_____
Notary Public in and for the State of Iowa
My commission expires _____

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this ___ day of April, 2020, by Richard J. Johansen, as a Manager of The Quarry Estates, L.L.C.

_____
Notary Public in and for the State of Iowa
My commission expires _____

Staff Report

Story County
Planning and Zoning Commission

Date of Meeting:
May 6, 2020

APPLICANT: Quarry Estates, LLC
619 East Lincoln Way
Ames, Iowa

STAFF PROJECT MANAGER: Amelia Schoeneman, Planner

Case Number REZ01-20 and SUB06-20 is a rezoning and Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map amendment request and a Major Subdivision Preliminary Plat request for the property located at the southeast corner of the intersection of 500th Avenue and 170th Street in the Northwest Quarter of Section 7 of Franklin Township. The subject property is currently zoned R-1 Residential and A-1 Agricultural. The requested amendment to the Official Zoning Map of Story County, Ordinance 288, is to the GB-C Greenbelt-Conservation District for portions of the subject property determined to be environmentally sensitive and that contain floodplain. The request includes a C2C Comprehensive Plan Future Land Use Map amendment from the Rural Residential Area to the Agricultural Conservation Area and from the Rural Residential Area and the Agricultural Conservation Area to the Natural Resource Area for the environmentally sensitive areas and floodplain. The requested major subdivision preliminary plat for the Prairie Valley Subdivision is proposed to include 70 lots for single-family dwellings, five lots to be dedicated to Story County and Story County Conservation including the environmentally sensitive areas, and seven outlots (not buildable for a dwelling) to be owned and managed by a homeowner association. Story County Planning and Development Staff recommend approval of the rezoning and C2C Comprehensive Plan Future Land Use Map amendment request and a Major Subdivision Preliminary Plat request with conditions.

Property Information

PROPERTY OWNER
Quarry Estates, LLC
619 East Lincoln Way
Ames, Iowa

GENERAL PROPERTY LOCATION
The Northwest Quarter of Section 7 of Franklin Township located at the southeast corner of the intersection of 500th Avenue and 170th Street.

PARCEL IDENTIFICATION NUMBERS
05-07-100-105, 05-07-100-200, 05-07-100-400, and 05-07-100-305

GROSS PROPERTY AREA
160 acres

SIZE OF AREA TO BE OCCUPIED BY DEVELOPMENT LOTS
Approximately 56 acres, including streets.

SIZE OF REZONING AREA
74.06 acres

LEGAL DESCRIPTION OF AREA TO BE REZONED
A part of the Northwest Quarter of Section 7, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the intersection of the south line of said Northwest Quarter with the east right of way line of 500th Avenue; thence following said right of way line N00°15'07"W, 1317.30 feet; thence N89°50'35"E, 5.00 feet; thence N00°15'07"W, 1257.30 feet; thence N89°51'55"E, 368.10 feet, parallel with and 60.00 feet South of the north line of said Section 7; thence S21°57'36"W, 141.13 feet; thence S40°17'31"W, 377.36 feet; thence S00°08'36"E, 48.94 feet; thence N90°00'00"E, 139.99 feet; thence S84°55'23"E, 388.88 feet; thence S23°07'56"E, 70.08 feet; thence S21°48'37"W, 169.43 feet; thence S38°11'07"E, 649.09 feet; thence N16°19'21"E, 153.03 feet; thence N28°05'47"E, 191.55 feet; thence S88°52'52"E, 61.21 feet; thence S60°10'21"E, 397.32 feet; thence S11°10'40"E, 284.95; thence N77°59'18"E, 218.91 feet; thence N89°52'48"E, 134.02 feet; thence S50°34'40"E, 76.03 feet; thence S12°47'45"E, 81.88 feet; thence S04°06'56"W, 395.78 feet; thence S21°24'37"W, 42.71 feet; thence S54°25'15"W, 173.64 feet; thence S73°57'26"W, 84.74 feet; thence S18°38'06"E, 377.48 feet; thence S10°44'59"E, 177.21 feet to the south line of

said Northwest Quarter; thence S89°49'14"W, 1864.64 feet to the point of beginning, containing 74.06 acres.

CURRENT ZONING
R-1 Transitional Residential and A-1 Agricultural

FUTURE LAND USE MAP DESIGNATION
The *Story County Cornerstone to Capstone (C2C) Comprehensive Plan* currently designates this property as Agricultural Conservation Area and Rural Residential Area. Portions are also designated as Natural Area.

CITIES WITHIN TWO MILES
Gilbert

DISTRICTS
School - Gilbert
Utilities- Xenia, Alliant Energy, Midland Power
Emergency - Gilbert Fire & Rescue
Watershed - Squaw Creek
Drainage Districts - Drainage District # 8, Drainage District #67, &
Drainage District #95

SUBMITTAL DOCUMENTS
Documents submitted for review include the preliminary plat, a management/ownership agreement with Story County Conservation, restrictive covenants, draft easements, a traffic study, a stormwater management plan, a rezoning and C2C Comprehensive Plan Future Land Use Map amendment request (including a narrative and rezoning plan), letters from utility and emergency service providers, environmentally sensitive areas study, and an archaeological study.

Proposed Use and Background

Current Land Use

The subject property includes four original quarter quarters, less road right-of-way, for a total area of 160 acres. The property contains approximately 66 acres of pastureland, which stretches from the northwest corner of the property to the southeast corner and varies between steeps slopes and flat areas. This area was used for grazing cattle. Squaw Creek runs southwest through the very southwestern corner of the property. Approximately 41 acres, including a majority of the southwest quarter quarter and the northwestern 7 acres of the property (the southeast corner of the 500th Avenue and 170th Street intersection) have been enrolled in the Conservation Reserve Program (CRP) and planted in long term prairie. These are the lowest areas of the property and also contain FEMA designated floodplain. Approximately 40 acres of the subject property is located within the FEMA designated floodplain—along the western edge of the subject property and over a majority of the southwest quarter quarter. The northeast 25 acres of the subject property is currently in hay production, and to the south, approximately 19 acres along the eastern edge of the property was planted as corn. There is a steep ravine that is located near the center of the property and falls south and west from the highest point of the property. This ravine turns into a drainage way, which extends south from the center of the property. The drainage way is surrounded by vegetation including tree cover.

Background and Proposed Use

2018 Rezoning of the Property to R-1 Transitional Residential

In December of 2018, the northwest, northeast, and southeast quarter quarters (120 acres) of the subject property were rezoned to the R-1 Transitional Residential District. As part of this request, the C2C Future Land Use Map designation for the northwest, northeast, and southeast quarter quarters was also amended to the Rural Residential Area. Maps of the current zoning and C2C Future Land Map designations (since the 2018 rezoning and C2C Future Land Use Map amendment) are provided in Figures 1 and 2. The southwest quarter quarter was not part of the request as the Land Evaluation and Site Assessment score was too high to permit a rezoning from the A-1 Agricultural District. Additionally, the southwest quarter is largely covered by floodplain, and no development was proposed for the area.

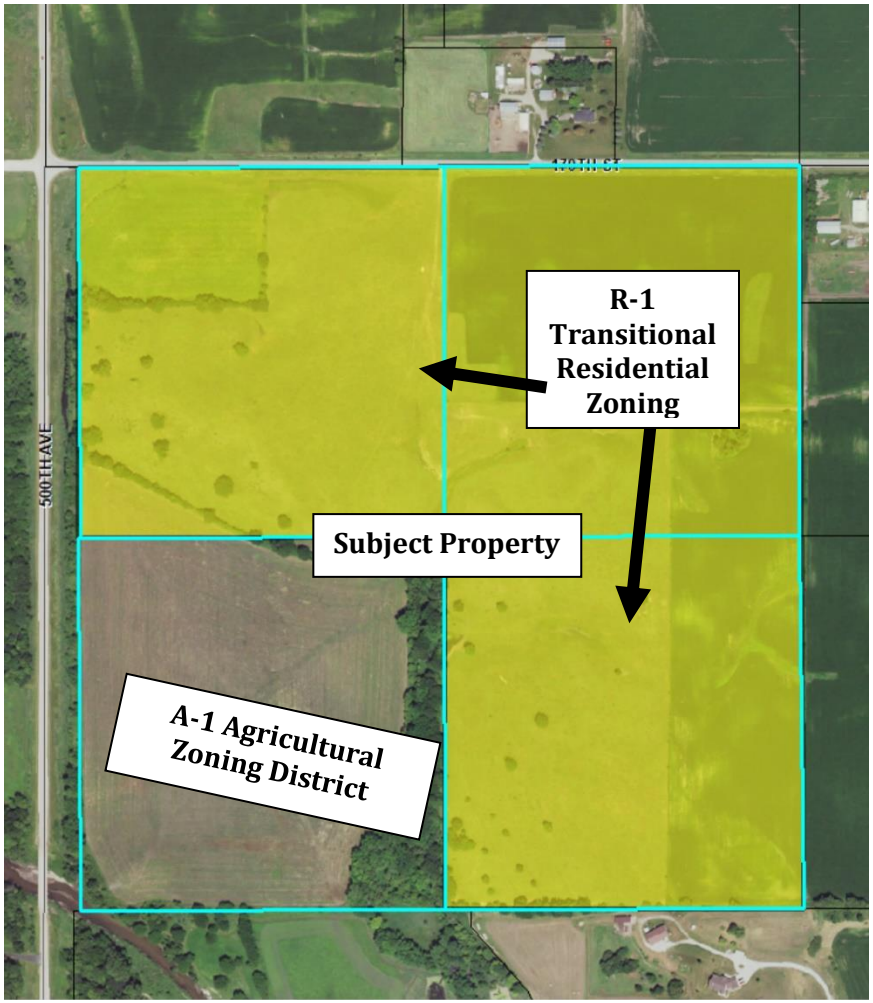

Figure 1: Story County Official Zoning Map for Subject Property

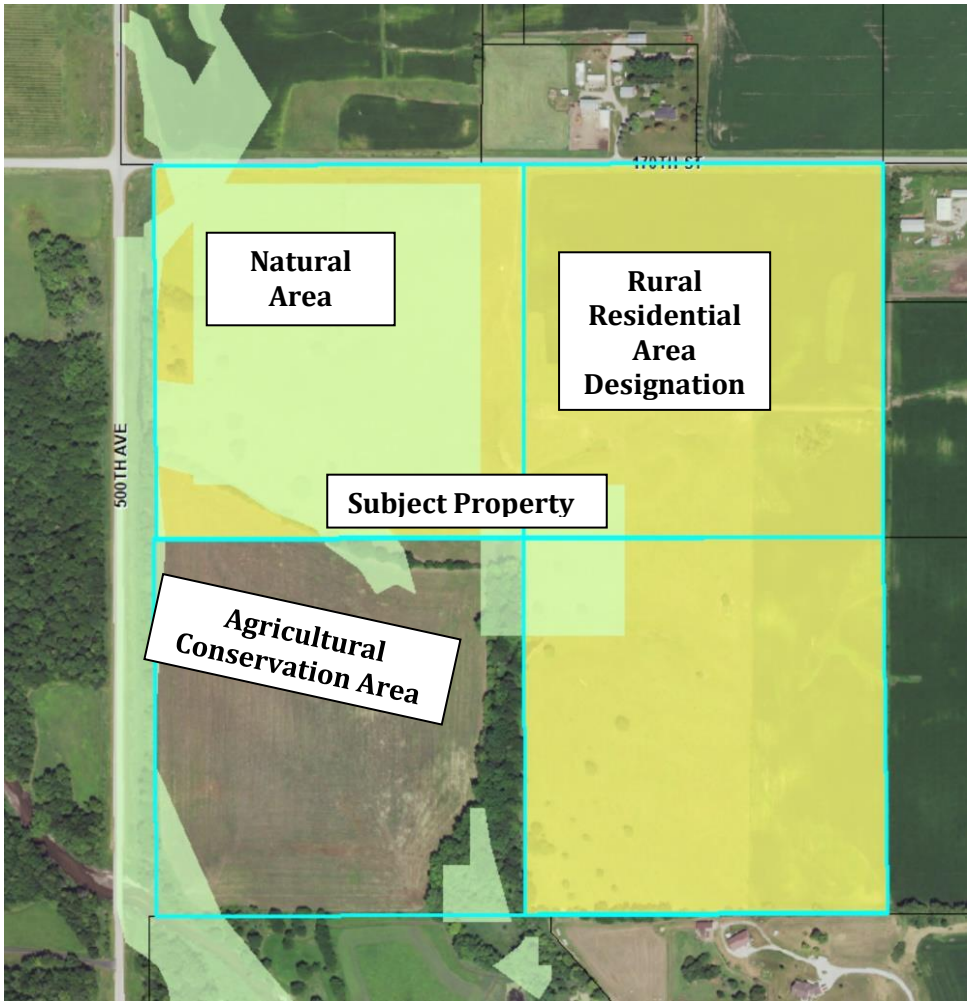

Figure 2: C2C Future Land Use Map for Subject Property

At the December 5, 2018, meeting, the Story County Planning and Zoning Commission made a motion to recommend approval of the staff recommendation to the Board of Supervisors. Staff's recommendation included a condition limiting the development to 56 lots, based on the density of other residential development in the area, and other conditions. This motion failed (vote 2-3) and was the recommendation provided to the Story County Board of Supervisors.

The Board of Supervisors ultimately approved the rezoning and C2C Plan amendment with conditions to ensure the standards of approval for a rezoning and for a C2C Plan amendment, including for compatibility with the surrounding area and protection of environmental resources, were met. The conditions on the rezoning are as follow:

1. The total number of development lots shall not exceed the total number of developable acres, up to a maximum of 70 developable acres (i.e. not to exceed 70 single-family dwellings)
2. The applicant shall work with Story County Environmental Health and Story County Planning and Development to identify areas on the subject property where it is possible to group septic system discharge for the purpose of limiting disruption to prairie remnants and other environmentally sensitive areas.
3. The applicant shall collaborate with Story County Conservation to identify and map the locations of environmentally sensitive areas, including the southwest of the northwest quarter quarter, on the subject property including but not limited to those identified in Condition 8 below.
4. The applicant shall request a Future Land Use Map Designation amendment for the environmentally sensitive areas, identified in Condition 3, from the requested Rural Residential Designation to the Agricultural Conservation Designation at the time of the proposed subdivision plat and rezoning submittal (see Condition 5). The environmentally sensitive areas identified in Condition 3 shall be further designated as Natural Resource Area on the C2C Future Land Use Map.
5. In order to ensure the long-term protection of the environmentally sensitive areas and the floodplain areas, an application to rezone the southwest quarter of the northwest quarter of Section 7 and all environmentally sensitive areas, identified in Condition 3, from the A-1 Agricultural District and the R-1 Transitional Residential District to the GB-C Greenbelt Conservation District shall be submitted by the property owner/applicant with the proposed subdivision plat. A management and/or ownership agreement with Story County Conservation shall be made and submitted at the time of the rezoning in order to best preserve and maintain the identified environmentally sensitive areas located on this property.
6. In accordance with Principle 4 of the Rural Residential Area C2C Future Land Use Map Designation, a buffer of no less than 50 feet shall be maintained between the proposed subdivision development lots and the agricultural land use located to the east.

7. A 20' wide easement for a future hard-surfaced trail shall be provided on the north and west sides of the proposed subdivision for future trail development as described in the C2C Cornerstone to Capstone Comprehensive Plan (See Map 29: Proposed Trails and Greenway Map).
8. As part of the subdivision plat submittal, the development improvements shall meet the requirements of the Story County Land Development Regulations R-C Residential Conservation Design (Overlay) District Chapter 86.15(4)(A)(1-7) as follows:

   4. Design and Improvement Requirements.

   A. Land Suitability. No land shall be developed which is held to be unsuitable for any proposed use if identified as being environmentally sensitive. Areas identified as being environmentally sensitive include:

   (1) All wetlands and hydric soils by the Natural Resource Conservation Service or Story County Conservation, including a 50-foot buffer around all such identified wetlands.
   (2) Native prairie remnants.
   (3) Significant trees and cover.
   (4) All areas having slopes greater than 14 percent.
   (5) Areas that provide habitat for rare, threatened or endangered species.
   (6) Burial sites and Native American mounds.
   (7) Drainage ways that contain running water during spring runoff, during storm events or when it rains. A 30-foot buffer along each side of the drainage way shall be included.

<u>Proposed Subdivision and Conformance with Conditions on R-1 Zoning</u>

The subdivision request is a preliminary plat for a major subdivision. When a major subdivision is proposed, both a preliminary and final plat are required by the Story County Land Development Regulations. The preliminary plat shows the overall concept and design for the subdivision. The final plat provides the legal description for the lots to record and complete the division of the property. The final plat will be reviewed for conformance with the preliminary plat by staff, the Planning and Zoning Commission, and the Board of Supervisors when it is submitted. The final plat must be submitted within one year of the preliminary plat. Before the submittal of the final plat, all improvements including roads, grading, stormwater management, and utilities are required to be completed or a development agreement and financial security submitted with a timeframe (a maximum of two years) for their completion with the final plat. The design, materials, and workmanship, installation, and construction of improvements must be warranted for a period of two years from and after completion.

To meet the conditions of the 2018 rezoning, the applicant has proposed a 70-lot subdivision at a density of .44 lots per acre (condition one of the rezoning limits the development to 70 lots). The minimum lot size for the R-1 Transitional Residential Zoning District in which the subdivision is located is 25,000 square feet for a single-family dwelling. All lots meet or exceed this minimum lot size requirement. A layout drawing for the subdivision is provided in Figure 3.

The final plat for the proposed Prairie Valley Subdivision will be completed in four phases, demarcated by various colored dashed lines on layout drawing in Figure 3.

Regarding condition two of the rezoning (grouping of septic systems), the Board of Supervisors added this condition as a way to protect the remnant prairie on the site from the moisture of the discharge from the septic laterals. A protective subdrain to divert runoff from the septic laterals away from the prairie remnants is proposed for lots with lateral fields that slope towards the prairie remnants. This proposal has been reviewed by the County Sanitarian and County Conservation. The subdrain is shown by the thin black line on the layout drawing (Figure 3) behind the rear lot lines of the development lots. A design of the protective subdrain is provided with the preliminary plat and available on the agenda center. The subdrains are located on outlots to be owned and managed by a homeowner association. The County Sanitarian and County Conservation Director requested an additional tile on Lot 52. The applicant provided an amended plan to staff showing the drain, although they do not believe it is needed and noted it would add cost to the project. Staff recommends the addition of this tile to the preliminary plat as a condition of approval.

The design of the subdivision meets the conservation design principles prescribed as part of the eighth condition on the rezoning. Story County Conservation performed a desktop survey through the Iowa Department of Natural Resources and determined there are no threatened or endangered species on the site. The applicant also completed an archaeological study that did not locate burial grounds or native American mounds. Dr. Thomas Rosburg, a professor of Ecology and Botany at Drake University, completed a field review to locate remnant prairie and other landscape features, as required by conditions three and eight of the rezoning. The most significant and environmentally sensitive features were the native prairie remnants. Several remnant prairie areas are present on the subject property and they are shown in yellow outlines on the layout drawing for the subdivision in Figure 3. The remnant prairies are mainly located on steeply sloped areas of the south half of the northwest quarter quarter and on the western half of the southeast quarter quarter. These areas were previously the pastureland. Several lots do have areas with slopes over 14% or with potentially hydric soils but were not identified as

environmentally sensitive. Further, the trees on the site were not identified as environmentally sensitive.

The conditional rezoning required the environmentally sensitive areas and floodplain to be rezoned to the Greenbelt-Conservation District and their C2C Future Land Use Map designation amended to Agricultural Conservation and Natural Area (conditions four and five). The layout drawing shows the area to be rezoned to the Greenbelt-Conservation Zoning District and amended to Agricultural Conservation and Natural Areas on the C2C Plan Future Land Use Map in blue. The blue area also contains the FEMA mapped floodplain present on the subject property.

The fifth condition of the rezoning also requires that a management agreement with Story County Conservation be developed to protect the environmentally sensitive areas and floodplain. Since the 2018 rezoning, the developer has instead decided to deed this area and the lots designated with a letter and shown in green on the layout drawing to Story County Conservation. There are five total lots to be deeded to Story County. Four will be dedicated to Story County Conservation, totaling 81.8 acres. The fifth lot to be dedicated to the county is additional right of way along 170th Street. Lot B, which contains 74.07 acres and all of the environmentally sensitive areas and is the area of the rezoning and C2C Plan Amendment, and Lots C and D, will be platted and deeded as part of the first phase of the subdivision. Lot E will be deeded to Story County Conservation as part of the fourth phase of the subdivision.

The measures originally proposed as part of the management agreement with Story County Conservation have been addressed through the preliminary plat, proposed covenants, and an ownership/management agreement. The measures include:

- The applicant worked with the Story County Conservation Board to provide a 35-foot buffer around the remnant prairie. The buffer is shown by a dashed yellow line on the layout drawing. A 45-foot buffer is provided from lots with a protective subdrain.
- Silt fencing is proposed around the prairie remnants to provide protection and a barrier during construction. The location of the silt fence is shown in the erosion control plan as part of the preliminary plat and available on the agenda center.
- The developer will be constructing split rail fencing on the common lot lines of the development lots with the County-owned property to provide demarcation and protection. The homebuilders/lot owners are required to construct split rail fencing on the common property lines with the homeowner association-owned lots. A fence plan is provided as part of the preliminary plat and included as provisions in the ownership/management agreement and covenants.

- The proposed covenants include prohibitions on using fertilizers that contain phosphorous.
- Water quality testing will occur on the Story County-Conservation-owned lots. Per the management/ownership agreement, in the event the testing indicates the use of fertilizers and/or lawn additives that contain phosphates in violation of the Covenants, the Story County Conservation Board may take action at law or equity for relief, either by injunction or damages.
- Per the covenants and ownership/management agreement, all homeowner association outlots and Story County Conservation-owned lots that contain greenspace shall be managed as native prairie lots. No invasive species are allowed on these lots or any development lot and trees and shrubs shall be native species. The Story County Conservation Board will approve all seed mixes for the outlots.
- Per the covenants, no debris, hazardous materials, household hazardous waste, or unapproved plants or soil shall be placed, at any time, in the subdivision.

The Conservation Board discussed these prescriptive measures at the April 13, 2020, meeting. A concern raised by the Board and staff was the expiration or amendment of the covenants. A conservation easement was requested. The County Attorney has reviewed the easement language and determined that it is sufficient to enforce the provisions of the covenants if they were to be amended or expire. The Story County Conservation Board will take action on these provisions and the preliminary plat, covenants, conservation easement, and ownership/management agreement at their May 11, 2020, meeting.

Condition six requires a 50-foot buffer from the parcels in agricultural production to the east. This buffer is shown on the layout drawing in Figure 3. The lots shown in brown on the layout plan in Figure 3, including the 50-foot buffer on the east side of the subdivision, are outlots to be managed by a homeowner association. There are seven outlots and they total 26.20 acres, including the street lots. These outlots include stormwater management retention ponds and the protective subdrain. They also include buffers between the development lots and 170th Street.

The 20-foot wide easement for a future hard-surfaced trail on the north and west sides of the proposed subdivision required by the seventh condition is shown on the plat. Story County Conservation will own the property where the trail easement is located on the west side of the development. The location of this trail may change as an additional trail system will be built by Story County Conservation on the Story County Conservation-owned property as soon as the summer of 2021. A concept trail system is shown in grey in the layout drawing in Figure 3, including a trailhead and parking at the entrance to the subdivision, shown in Lot C. This design may change as Story County Conservation works to develop the system and determine a final design.

Proposed Subdivision and Conformance with the Story County Land Development Regulations

In addition to the conditions placed on the subdivision by the rezoning, the Story County Land Development Regulations contain additional submittal and design standards. Chapter 87 includes items to be shown on the preliminary plat and submitted with the plat. Chapter 88 contains general site planning standards for street and lot design, environmental resource protection, stormwater management, and requires a traffic study.

As required by Chapter 87, the applicant submitted letters from utility and emergency service providers on their ability to serve the subdivision. Xenia Rural Water and Midland Power Cooperative both confirmed that they would be able to serve the subdivision. A six-inch water main is shown on the plat. Alliant Energy will enter into an extension agreement with the developer to extend the gas main from George Washington Carver along 170th. The Gilbert Fire Chief also provided a letter confirming their ability to serve the subdivision:

> *From the time we are toned out for a fire until someone reaches the station can be 2-5 minutes. Confirmed structure fires will be dispatched as a box alarm automatically paging mutual aid from Story City and Roland additional mutual aid can be called in from any number of surrounding departments. With this in mind, I would highly recommend all homeowners subscribe to, and have a monitored security system (such as ADT) installed & tied in with smoke detectors. Early, advanced alerting of a possible fire, especially in new construction, has a marked benefit of getting personnel & equipment moving before a fire can dig itself in without being noticed, or if no one is home. Most homeowners insurance providers offer discounts on the premium for having a monitored security service.*
>
> *Medical emergencies will have similar response times, however some personnel do respond by personal vehicle. Our ambulance service is primarily out of Mary Greely Medical Center in Ames but we have occasionally had Story County Hospital in Nevada or Huxley Ambulance respond when Ames units are tied up.*
>
> *I am aware other developments near this area have installed fire hydrants. If these are planned within this development, please be aware that we cannot pump directly from these into our fire engine to attack a fire - the negative pressure that would be subjected to the water main would be enough to collapse the main. What we can do is attach a hose to allow water to free-flow into a portable tank from which we would be pumping water. The rate of flow from the rural water is questionable. Mutual aid water tenders would also be dumping into this portable tank.*

Staff provided the Fire Chief with the hydrant locations proposed and he raised no further concerns.

As required by Chapter 88, all lots have been reviewed to determine that no flag or double frontage lots are proposed and that all lots meet minimum width and depth-to-width ratio requirements.

Chapter 88 also contains standards for street design and access requirements. The County Engineer reviewed a previous concept drawing of the plat and requested that the west access be moved to the east due to sight distance issues at the location. Permits will be required from the County Engineer for any work in the right-of-way, including the installation and improvement of the accesses. Other street standards have been met.

Chapter 88 also requires that subdivisions are planned so that the street arrangement would allow for access to adjoining properties if they were platted. A stub road is shown from Foxtail Court to the adjoining property to the east. A note is also on the plat that a potential roadway connection could be made on Outlot D between Lot 46 and Lot 56 and between Lots 38 and 42. The developer of Prairie Valley or homeowner association would be responsible for the costs of the road connection with any development to the east.

Standards for environmental resource preservation are also in Chapter 88. A stream easement dedicated to Story County Conservation is required for streams in areas being subdivided. There is a drainage way on the property and a portion of Squaw Creek. These will be deeded to Story County Conservation and are part of the rezoning request to the Greenbelt-Conservation District. If over 15% of natural vegetative cover is removed, mitigation requirements for significant trees would apply. A grove of Cottonwoods and a row of Mulberry, Ash, Cherry, and Locust trees along a fence line will be removed. However, none of the environmentally sensitive areas will be disturbed and no mitigation of trees is required.

Erosion control requirements apply—the applicant is required to have a National Pollutant Discharge Elimination System Permit with the Iowa Department of Natural Resources. A copy of the erosion control plan to be part of this permit was provided with the preliminary plat.

A stormwater management plan was also submitted. To meet the county's requirements, soil quality restoration is proposed on all development lots to provide infiltration to manage a rainfall depth of 1.25-inches. For larger rain events, five dry detention basins are

proposed so that the runoff rates from the site do not exceed the current rate from the 5-year storm event.

A complete traffic impact study was also required as all phases of the development are anticipated to generate 330 trips daily. Manual traffic counts were performed during morning and evening peaks at the intersection of 500th Avenue and 170th Street. Approximately 1.5% of traffic during peak hours was truck traffic. The 2015 average daily traffic counts from the Iowa Department of Transportation are 1,150 vehicles per day on 170th Street and 1,470 on 500th Avenue. Crash data from 2010 to 2020 was evaluated—there were 12 crashes, 11 of which involved animals. The Level of Service (LOS) of roadways in the subdivision, within a quarter mile, and at intersections within a quarter mile was determined to be an "A" level and no decrease to a lower LOS due to the development is anticipated. LOS describes operational conditions within a traffic stream, based upon service measures, such as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience. LOS A (highest level of service) represents completely free flow of traffic allowing traffic to maneuver unimpeded.

The study determined that a right turn lane will likely be warranted on 170th Street at 500th Avenue with the second phase of the development. Right-turn lanes are likely not warranted on 500th Avenue at 170th but are within one vehicle of being warranted and should be monitored after the full build-out of the subdivision. No turn lanes into the development were recommended. Per the traffic study ordinance, the Board of Supervisors is to review all recommended improvements as part of their review of the preliminary plat. The recommendation as to who should finance improvements comes from the County Engineer. The County may require the improvements to be provided by the applicant, at the recommendation of the County Engineer.

The County Engineer reviewed the traffic study and determined that a right turn lane should be constructed on 170th Street at 500th Avenue before phase two of the development. He recommends that the improvement is paid for/provided by the applicant as road funds are limited and the need for a turn lane prior to phase two would be a direct result of the development. The applicant noted that they believed a right turn lane will be warranted by 2029 without the development based on the existing traffic growth. The evening peak at the intersection is currently 49 cars making right turns onto 500th, based on the traffic study. A turn lane is warranted at a peak of 57 cars per the study. The development will add the eight cars to the peak, warranting the turn lane, by its second phase. The applicant does not believe they should be burdened with the full cost of the turn lane, given its contribution to traffic.

Tax Increment Financing Request for Subdivision

The developer is separately requesting Tax Increment Financing (TIF) from Story County to help pay for infrastructure or other improvements to prepare the lots. If the Board of Supervisors and applicant wish to consider the financing of the right turn lane on 170th at 500th as part TIF request, a condition is recommended requiring action prior to the final plat.

Staff's initial comment on this request was that the adopted Story County Economic Development Processes and Policies do not support the "direct disbursement or rebate to a private entity." The policy does allow the funds to be used for trails and public infrastructure development. At the May 5, 2020, Story County Board of Supervisors meeting, the Board will discuss and consider an amendment to the policy to allow payment to private entities on select residential housing development, which would be the first step in the TIF request process. A second agenda item is to direct staff to create a proposal and timeline for a residential TIF program, the second step in the request. Staff will update the Planning and Zoning Commission on the Board's action at the May 6 meeting. If the availability of TIF impacts the design of the subdivision such as the number of lots or improvements proposed, it will be required to go through the preliminary platting process again, including a hearing before the Planning and Zoning Commission.

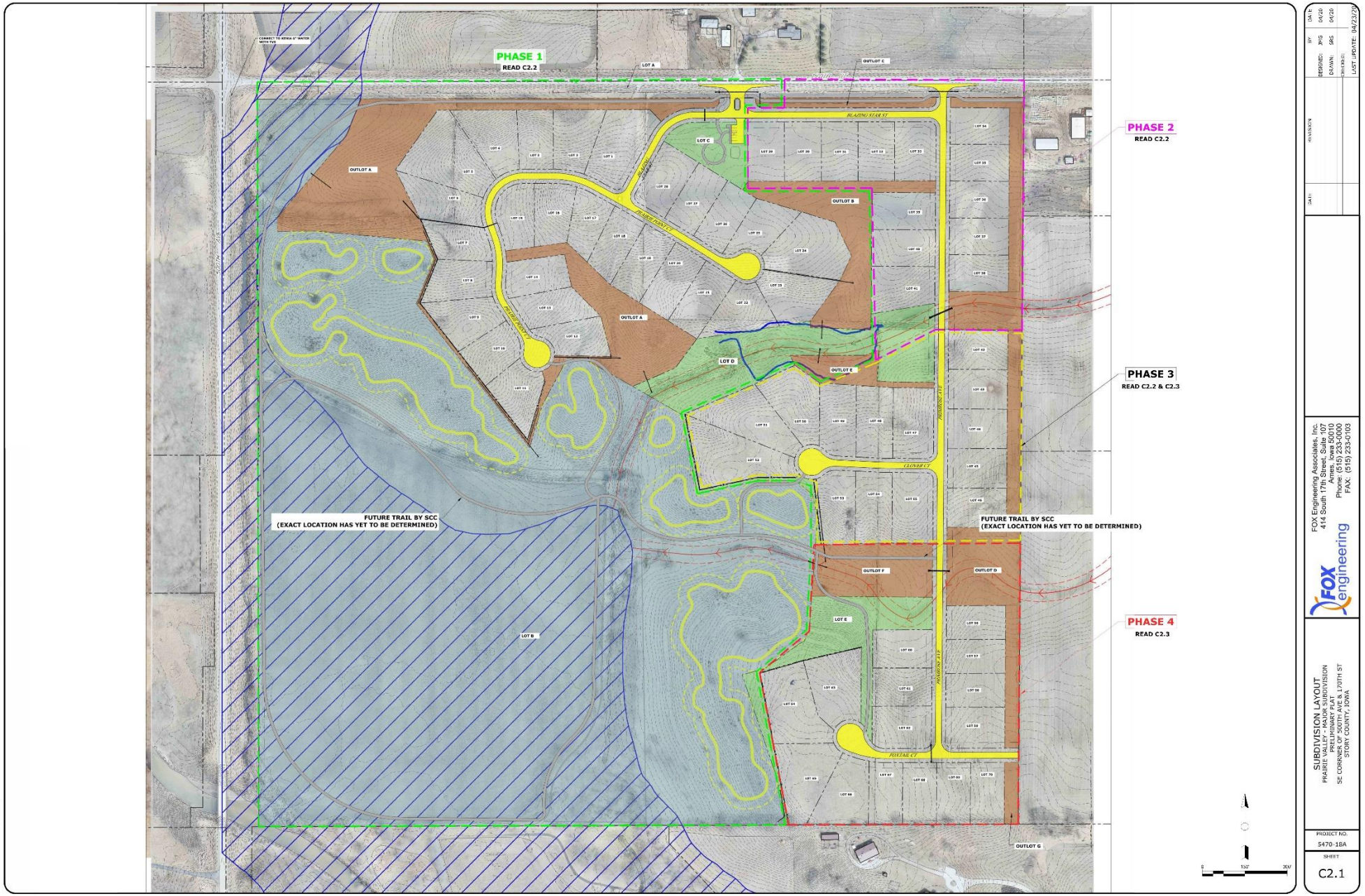

Figure 3: Prairie Valley Subdivision Layout Drawing.

Surrounding Land Use

Adjacent Land Use:
North – a 37.18-net acre parcel in agricultural row crop production; a 33.28-net acre parcel in agricultural row crop production; a 38.79-net acre parcel in agricultural row crop production; and a 6.88-net acre parcel containing a farmstead, a dwelling constructed in 1976, and approximately 3.5 acres in livestock production.
East – a 29.62-net acre parcel in agricultural row crop production; a 40-net acre parcel in agricultural row crop production; and a 9.17-net acre farmstead, a dwelling constructed in 1976, and approximately 4 acres in livestock production.
South – a 53.40-net acre parcel containing a dwelling constructed in 2006, approximately 12 acres in hay production, and pasture area; and a 45.64-net acre parcel containing a dwelling constructed in 2006, approximately 3.5 acres in hay production, and pasture area.
West – (located in Boone County) a 28.91 net-acre parcel that is an outlot in the Buck Hill Subdivision; a 36.47-net acre parcel with dwelling constructed in 2005, horse barn, pasture, and natural area; a 59.10-net acre parcel containing natural area and approximately 10 acres in agricultural row crop production; a 23.46-net acre parcel of natural area; and a 27.38 net-acre parcel in agricultural row crop production.

There is a total of five (5) single-family dwellings, located on parcels between 6.88-net acres and 53.40-net acres, adjacent to the subject property. There is an existing 14-lot subdivision (Eagle Ridge) located approximately one-quarter mile south of the subject property. This subdivision is located on the south side of the floodplain of Squaw Creek. There is another major subdivision, Buck Hill, located approximately one-quarter mile northwest of the subject property on the west side of 500th Avenue in Boone County. This subdivision contains 69 development lots.

C2C Plan Designation

The subject property is currently designated Agricultural Conservation Area (ACA) and Rural Residential Area (RRA) on the C2C Comprehensive Plan Future Land Use Map. Portions of the property are also designated as Natural Resource Areas (NRA). The request to amend the designation for the identified environmentally sensitive areas to the Agricultural Conservation Area if they were previously designated as Rural Residential Area. The areas would then be further designated as Natural Resource Area. Due to the generality of the Natural Resources Area designation, all environmentally sensitive areas are currently not designated as Natural Resources Area and some areas are not natural areas but designated as such. It is an item on the Planning and Development Department's work program to review the entire Natural Resource Area designation for Story County and propose amendments to improve to better reflect existing conditions.

Applicable C2C Plan Goals and Objectives

Based on public input during the creation of the Story County Cornerstone to Capstone (C2C) Comprehensive plan, Story County residents expressed the following weaknesses and threats, among others, which relate to the proposed request:

"Need to continue adding and connecting trails"
"Need to increase public park properties and infrastructure"
"Hard to strike a balance between growth and sustainability and protecting good farmland"

Applicable objectives from the C2C Comprehensive Plan include, but are not limited to:

Objective H1.1: Throughout Story County, plan for a range of housing that meets the needs of residents of various income, age, and health status.
Objective NRR3.1: Preserve and protect the existing native plants and animals, as well as re-establishing them where they historically occurred.
Objective NRR3.7: Restrict development within environmentally sensitive areas including floodplains, steep slopes, wooded areas, and wetlands.
Strategy for NRR Goal 3: Encourage development that limits impact on existing wooded areas and preserves and restores natural prairies and wetlands.

Overall goals for the C2C Plan include:

Agricultural Resources Goals

AR1: Protect agricultural practices in areas with prime soils and viable agricultural interests.
AR2: Minimize conflicts between agricultural and non-agricultural land uses.
AR3: Preserve farmland and the rural landscape as a viable foundation for a strong and growing agricultural economy

Housing Goals

H1: Plan for safe, attractive and affordable housing to meet existing needs and forecasted housing demands of all residents of the county.
H2: Plan for housing types and densities that reinforce the predominately rural character of the unincorporated areas of the county
H3: Housing is planned for, designed, and built in a way that responds to residents' needs and reflects their voices and experiences.

Agricultural Conservation Area principles include:

ACA Principle 1: Conserving agricultural land, as well as agricultural practices, is a fundamental principle in Story County. Areas are identified, conserved, and enhanced within the county for farming practices and agricultural production.
ACA Principle 2: Continue to work towards strategies that promote alternative agricultural methods that work in harmony with conventional operations. A variety of farm types is a good thing.
ACA Principle 3: Encourage high-value agricultural lands to remain as agricultural and discourage non-agricultural development of such lands. Direct future non-agricultural development toward the designated Urban Expansion, Rural Residential, Rural Village, and Commercial-Industrial
Area designations on the Future Land Use Map.
ACA Principle 4: Design areas identified for development to limit conflicts between agricultural uses and rural residences and other types of land uses. Through development practices preserve and protect prime agricultural lands and the ability to engage in agricultural activities.
ACA Principle 5: Promote the continued health of agriculture through an ongoing planning process to identify partnerships and develop voluntary, incentive-based programs and strategies.

Principles associated with the Rural Residential Area (RRA) include:

RRA Principle 1: Ensure that new development is sensitive to the predominantly rural nature of the areas.
RRA Principle 2: Encourage clustering of residential sites to limit the short-term and long-term costs associated with infrastructure improvements and the distribution of public services.
RRA Principle 3: Review design and development standards to ensure that conflicts between proposed development and agricultural and natural resources are minimized. Design new residential development to maintain the open character of rural areas and to protect and maintain agricultural uses and sensitive environmental features.
RRA Principle 4: When development is adjacent to agricultural uses, provide adequate buffers to minimize conflicts.
RRA Principle 5: Locate proposed subdivisions on a case-by-case basis. Establish and use location guidelines in the review process for new rural subdivisions.
RRA Principle 6: Encourage proposed development to take access off existing paved roads unless it can be demonstrated that Minimum Levels of Service requirements may be met or development can mitigate impacts.
RRA Principle 7: Mitigate and manage stormwater run-off, soil erosion, and wastewater discharge according to IDNR and Story County standards.

The Future Land Use Map also designates portions of this property as Natural Resource Area (NRA). Principles of this designation include:

> *NRA Principle 1: Generally discourage development within these areas. In unique circumstances where appropriate development types may enhance the area, recognize and encourage such approaches.*
> *NRA Principle 2: Mitigate impacts of proposed development contiguous to areas identified as Natural Resource Area.*
> *NRA Principle 3: Consider areas identified as Natural Resource Area for inclusion in the Greenbelt-Conservation District of the Land Development Regulations and/or take necessary steps to ensure resource conservation through other mechanisms.*
> *NRA Principle 4: Develop site planning and performance standards to apply to properties designated as Natural Resource Area not included in the Greenbelt-Conservation District and in which limited development may occur.*

Official Zoning Map

The subject property is currently zoned A-1 Agricultural District and R-1 Transitional Residential. The Statement of Intent for the A-1 Agricultural District is as follows:

> *The A-1 District is intended and designed to accommodate land uses compatible with agriculture and to protect agricultural land from encroachment of urban land uses. The Cornerstone to Capstone (C2C) Comprehensive Plan designates priority agricultural land as Agricultural Conservation Areas. These areas are intended to preserve rural character by limiting the development of most new non-farm dwellings to large lots. In some instances, the A-1 District permits non-farm residential development on smaller lots in furtherance of the Cornerstone to Capstone (C2C) Comprehensive Plan goals and objectives.*

The Statement of Intent for the R-1 Transitional District is as follows:

> *The R-1 Transitional Residential District is designed to provide a district for single-family detached dwellings between a rural and urban density. Subdivisions created within the R-1 district may also include community facilities and open space uses, with special provisions to protect the residential character of the District. This District is not intended to permit isolated rural dwellings incompatible with surrounding land uses and not in conformance with the Cornerstone to Capstone (C2C) Comprehensive Plan.*

The applicant is requesting an official zoning map amendment from the A-1 Agricultural District and R-1 Transitional Residential District to the Greenbelt-Conservation District. The Statement of Intent for the Greenbelt-Conservation District reads:

> *The Greenbelt-Conservation District is intended to provide special regulations for resource conservation of lands containing sensitive environmental conditions. These regulations permit reasonable economic use of property and at the same time protect the natural resources and recreational assets of the area. This District is designated to promote water quality and conservation, to protect aquifers, alluvial soils and slopes; and to protect areas which possess outstanding scenic, vegetation, wildlife habitat, and travel corridors, geological, historic or recreational values. Structures inconsistent with the permitted uses shall not be allowed in the Greenbelt-Conservation District.*

Analysis

Rezoning Standards of Approval—*the requested amendment to the Official Zoning Map of Story County is to the GB-C Greenbelt-Conservation District for portions of the subject property determined to be environmentally sensitive and floodplain.*

According to Section 92.06(2) of the *Story County, Iowa Code of Ordinances*, applicable standards for approval include the following. Staff's analysis is included below. The applicant has provided a narrative for the request that is available on the agenda center.

A. The proposed rezoning shall conform to the Story County Cornerstone to Capstone (C2C) Comprehensive Plan.

> **Staff Comment:** *The applicant had a field review completed to identify environmentally sensitive areas on the subject property and has requested a C2C Future Land Use Map Amendment to the Natural Resource Area for the environmentally sensitive areas. The amendment request also includes the floodplain on the property, which was not previously designated as Natural Resource Area. The C2C Amendment to the Natural Resource Areas for these portions of the property was required as a condition of the rezoning of the subject property to R-1 Transitional Residential. The C2C Plan Zoning Compatibility Matrix indicates that Natural Resource Areas are compatible with the Greenbelt-Conservation District and Residential Conservation Design Overlay District. A C2C Plan Future Land Use Map Amendment to the Natural Resource Area for the environmentally sensitive areas and floodplain is also requested. Natural Resource Area Principle 3 is to "consider areas identified as Natural Resource Area for inclusion in the Greenbelt-Conservation District of the Land Development Regulations and/or take necessary steps to ensure*

resource conservation through other mechanisms." The rezoning request specifically follows this principle.

B. The proposed rezoning shall conform to the Statement of Intent for the proposed district and district requirements.

Staff Comment: *The proposed use of the environmentally sensitive areas of the subject property as a county park, owned and managed by Story County Conservation, aligns with the Statement of Intent of the GB-C Greenbelt Conservation District, which reads:*

> *The Greenbelt-Conservation District is intended to provide special regulations for resource conservation of lands containing sensitive environmental conditions. These regulations permit reasonable economic use of property and at the same time protect the natural resources and recreational assets of the area. This District is designated to promote water quality and conservation, to protect aquifers, alluvial soils and slopes; and to protect areas which possess outstanding scenic, vegetation, wildlife habitat, and travel corridors, geological, historic or recreational values. Structures inconsistent with the permitted uses shall not be allowed in the Greenbelt-Conservation District.*

In addition to the ownership and management by Story County Conservation, the Greenbelt-Conservation District zoning will provide the highest level of protection to the environmentally sensitive areas on the subject property. Permitted uses include:

A. Agriculture, but not including clear cutting of naturally occurring tree cover.
B. Truck gardening, nurseries, orchards, apiaries, tree farms, and other similar uses, provided that retail sales are of a seasonal nature only and that parking is adequate to keep all public rights-of-way clear.
C. Livestock grazing, but not including feedlots and poultry farms.
D. Sustained yield forestry.
E. Wildlife preserves.
F. Soil and water conservation.
G. Drainage and water retention, water measurement, and water control facilities.
H. Recreational uses such as canoeing access, boat launching ramps, swimming areas, primitive camping, hiking, horseback riding trails and similar open space uses.
I. Parking in conjunction with permitted uses.
J. Cultural/historic restoration.

C. The proposed rezoning shall be compatible with surrounding land uses and development patterns.

Staff Comment: *The existing character of the area surrounding the subject property is primarily agricultural parcels and large lot residential. A 70-lot residential subdivision is proposed as part of the request.*

A park and protected natural area are unique for the area but does not make the use incompatible. County parks are mainly located in the unincorporated areas of Story County where important resources exist. This is also true of the Greenbelt-Conservation Zoning District. The majority of the properties zoned Greenbelt-Conservation are located around the Skunk River north of Ames, including McFarland Park. By area, it is the second most common zoning district in unincorporated Story County, after A-1 Agricultural.

The subject property is located in the Squaw Creek watershed and is uniquely positioned at the point where Squaw Creek enters Story County. Squaw Creek flows through the southwestern corner of the property, and the Greenbelt-Conservation District would incorporate this area and Squaw Creek's floodplain on the property. The subject property also contains three drainage districts in the Squaw Creek Watershed. The rezoning would be the first to Greenbelt-Conservation along Squaw Creek.

Preserved natural areas provide important ecosystem services to the rural landscape and residential areas—from water quality benefits to providing residents with a recreational opportunity. The proposed Greenbelt Conservation District would include the floodplain on the property providing protection to downstream areas from increased flooding.

The proposed rezoning also ensures that surrounding land uses and development patterns are compatible with the environmentally sensitive areas on the site. The environmentally sensitive area was previously pasture for livestock. The proposed adjacent housing development included a condition that the environmentally sensitive areas were identified, rezoned to Greenbelt-Conservation, and managed to ensure the development did not have adverse impacts on the resources.

D. The proposed rezoning shall protect environmental resources. Rezoning of parcels containing more than fifty (50) percent of the gross acreage as lands identified with areas designated Natural Resource Areas on the Story County Development Plan (C2C) shall not be approved unless such requested action results in a district designation

more restrictive than the current designation, the R-C Residential Conservation Design (Overlay) District is applied to the property, or conditions protecting the identified areas are attached to the rezoning request. (Ordinance No. 184)

Staff Comment: *The proposed rezoning is to a more restrictive district, the Greenbelt-Conservation District, to specifically protect environmental resources.*

E. In areas where the petition to rezone requests a change from A-1 District or A-2 District to another district, lands scoring 267 or above for total LESA score, as determined by a Land Evaluation Site Assessment (LESA) as adopted for Story County, shall not be approved. (Ordinance No. 208)

Staff Comment: *Only the southwest quarter quarter of the subject property is zoned A-1 Agricultural. The LESA score of quarter quarter is 266.*

C2C Future Land Use Map Amendment Standards

According to Section 92.08(1) of the *Story County, Iowa Code of Ordinances*, applicable standards for approval include:

a. The extent to which the change would be consistent with the comprehensive plan goals and policies.

Staff Comment: *The amendment of the Future Land Use Map Designation is consistent with Land Use Goal 2: "Preserve, protect, and plan around the physical characteristics of the land, including floodplains, steep slopes, wetlands, rich soils, and rare geologic or environmental characteristics." The proposed amendment designates the environmentally sensitive areas (including floodplain area) as Natural Resource Area and Agricultural Conservation Area to prevent development of the existing natural areas on the Subject Property. These areas are currently not designated as Natural Resources Area or are designated Rural Residential Areas.*

The amendment would also further the following principles and objectives as currently, the sensitive areas identified by the on-site study and floodplain are not all designated as Natural Resource Areas in the C2C Plan. The Natural Resource Area designation provides protections for the areas under the Story County Land Development Regulations including mitigation if the resources were disturbed.

NRA Principle 1: Generally discourage development within these areas. In unique circumstances where appropriate development types may enhance the area, recognize and encourage such approaches.
NRA Principle 2: Mitigate impacts of proposed development contiguous to areas identified as Natural Resource Area.
Objective H1.1: Throughout Story County, plan for a range of housing that meets the needs of residents of various income, age, and health status.
Objective NRR3.1: Preserve and protect the existing native plants and animals, as well as re-establishing them where they historically occurred.
Objective NRR3.7: Restrict development within environmentally sensitive areas including floodplains, steep slopes, wooded areas, and wetlands.

The amendment also follows the strategy for NRR Goal 3 to "encourage development that limits impact on existing wooded areas and preserves and restores natural prairies and wetlands" and RRA Principle 3 to "review design and development standards to ensure that conflicts between proposed development and agricultural and natural resources are minimized. Design new residential development to maintain the open character of rural areas and to protect and maintain agricultural uses and sensitive environmental features." The study to determine the natural resources on the site informed the development of Prairie Valley to preserve the natural features.

b. Evidence demonstrating the reason(s) why the plan should be changed, including but not limited to whether new information has become available since the comprehensive plan was adopted that supports reexamination of the plan, or that existing or proposed development offer new opportunities or constraints that were not previously considered.

Staff Comment: *Dr. Thomas Rosburg, a professor of Ecology and Botany at Drake University, completed a field review to locate remnant prairie and other landscape features. The most significant and environmentally sensitive features were the native prairie remnants. The remnant prairies are mainly located on steeply sloped areas of the south half of the northwest quarter quarter and on the western half of the southeast quarter quarter. The prairie remnants are not all designated as Natural Resource Area in the C2C Plan or are designated as Rural Residential and Natural Resource Areas.*

c. Whether or not the change is needed to allow reasonable development of the site.

Staff Comment: *The proposed amendment to Agricultural Conservation Area and Natural Resource Area will prevent development of environmentally sensitive areas.*

d. The relationship of the proposed amendment to the supply and demand for the particular land uses within the county and immediate vicinity of the site.

Staff Comment: *The subject property is uniquely situated. Previously grazed, it contains remnant prairie. From the C2C Plan Natural Resource Chapter "In 1873, as much as 332,505 acres of prairie existed, which encompasses over 90% of the Story County's land. Today, the majority of the land that was historically prairie has been converted into cropland." Portions of the prairie are high quality. From Dr. Rosburg's report on the remnants located on the subject property:*

> *The presence of hairy grama is quite significant. It's a prairie species that characterizes the short-grass prairie which is located in the western Great Plains. In order to occupy plant communities in the tallgrass prairie region of Iowa, it requires specialized microenvironments that provide similar growing conditions as in the short-grass prairie – a habitat that is very dry and low in fertility. Hairy grama is known from 35 counties in Iowa (about a third), but it is always limited in its abundance and frequency.*

The property is also located in the Squaw Creek watershed and is uniquely positioned at the point where Squaw Creek enters Story County. Squaw Creek flows through the southwestern corner of the property and would incorporate Squaw Creek's floodplain into the Natural Resource Area Designation. The subject property also contains three drainage districts in the Squaw Creek Watershed.

Preserved natural areas provide important ecosystem services to the surrounding area—from water quality benefits to providing residents with a recreational opportunity. The proposed Natural Resource Area designation would include the floodplain on the property providing protection to downstream areas from increased flooding.

e. A demonstration that the proposed amendment has merit beyond the interests of the applicant.

Staff Comment: *Beyond the ecosystem benefits provided as discussed above, the amendment will designate a future county park as Natural Resource Area. The applicant will deed the lot with the environmentally sensitive areas to Story County Conservation as part of the first phase of the subdivision.*

f. The possible impacts of the amendment on all specific elements of the comprehensive plan as may be applicable, including but not limited to:
   1. Goals. Objectives and strategies as related to the following from C2C Plan; Agricultural Resources, Community Facilities and Services, Communications and Public Safety, Emergency Preparedness, Cultural Resources, Infrastructure and Utilities, and Intergovernmental Coordination. **Staff Comment:** *See analysis for the extent to which the change would be consistent with the comprehensive plan goals and policies in section a.*
   2. Conservation of Natural Resources and Recreation. **Staff Comment:** *The amendment will further the Natural Resource and Recreation Goals through the designation and preservation of the environmentally sensitive areas and floodplain and by providing an opportunity for future expansion of recreational features in Story County. See analysis for the extent to which the change would be consistent with the comprehensive plan goals and policies in section a.*
   3. Land Use. **Staff Comment:** *See analysis for the extent to which the change would be consistent with the comprehensive plan goals and policies in section a.*
   4. Economic Prosperity. **Staff Comment:** *No impact anticipated. EP Goal 3 includes "a balanced approach to environmental sustainability advocates a balance between the utilization of area resources and economic growth. Economic growth should not exceed the ability of the natural or built environment to sustain growth over the long term." Identifying and designating natural resources informed the design of the Prairie Valley subdivision to preserve the resources on the site.*
   5. Transportation. **Staff Comment:** *Part of the area designated as Natural Resource Area will a include a 20' wide easement along the west edge of the subject property for potential future development of a hard-surfaced trail to connect with the City of Gilbert in accordance with the C2C Comprehensive Plan includes Map 29: Proposed Trails and Greenways Map. Walking trail development inside the site is also proposed as part of the county park. A traffic study was completed and determined that a right turn lane will likely be warranted on 170th Street at 500th Avenue after the second phase of the development. The Board of Supervisors is to consider how to pay for the improvement or require the developer to pay per the ordinance. The County Engineer recommends the applicant pay for the turn lane.*

g. Consideration of the fiscal impact of the proposed amendment to Story County.
   Staff Comment: *None anticipated beyond the costs of maintaining a county park. The applicant will deed the lot with the environmentally sensitive areas to Story*

County Conservation as part of the first phase of the subdivision. 1. A traffic study was completed and determined that a right turn lane will likely be warranted on 170th Street at 500th Avenue after the second phase of the development. The Board of Supervisors is to consider how to pay for the improvement or require the developer to pay per the ordinance. The County Engineer recommends the applicant pay for the turn lane.

Major Subdivision Preliminary Plat Requirements

Section 87.09 of the Story County Land Development Regulations contains items to be shown on the plat. The design of the subdivision to meet these standards, as well as those imposed by the conditional rezoning, was discussed in the background and proposed use section of this report. Staff has reviewed the subdivision for conformance with these requirements and standards and found all are met with several conditions.

Comments

The following comments are part of the official record of the proposed **Story County Zoning Map Amendment, Case No. REZ01-20 and SUB06-20**. <u>If necessary, conditions of approval may be formulated based on these comments.</u>

Comments from the Conceptual and Interagency Review Team

A conceptual Review meeting was held for the proposed rezoning and subdivision on October 11, 2018. The submittal was initially made on March 16, 2020; however, it was not complete. Restrictive Covenants and the Management/Ownership agreement were submitted past the deadline extension on March 18. The submittal was routed to the Interagency Review Team on April 6, 2020, for the item to be on the May 6 Planning and Zoning Commission Agenda. The following comments from the review have not already been addressed in this report or require further changes to the submittal. All responses are from the applicant unless noted.

<u>Planning and Development Comments</u>

COMMENT: During a site review on March 11, 2020, it was noted that there was a construction debris pile located on Lot 53. A clean-up plan is required and has been requested. Staff also noted damage to a drainage district intake and notified the County Engineer.

COMMENT: What is the primary path to access the park and trails from the proposed parking lot? Is it the trail along 170th Street? Is wayfinding or directional signage proposed? Would an alternative path along one of the subdivision roads be proposed?

RESPONSE: The Development has provided a trailhead at the entrance to the subdivision. Users will be allowed to park at the trailhead and access the future trail along 170th ST. Any wayfinding and/or directional signage shall be provided by Story County. When Story County designs the trail system, they should consider providing a trail from 170th Street to the trailhead. The trails shown on the plat are for reference only. The location and design of the trails will be by Story County.

COMMENT: A zoning permit will be required for all fences.
RESPONSE: Acknowledged.

COMMENT: Do we have a plan for amending the protection subdrain plan if the lateral location changes?
RESPONSE: I am fine with working with the County if changes to the lateral field locations are made in the future.
Staff would like to request this note be added to the protective subdrain plan as part of the preliminary plat.

Environmental Health
COMMENT: Page C2.2 and C2.3 septic placement: Lot 7 lateral field is unclear. For steep lots, keep in mind that the steeper the ground, the further apart the laterals need to be, so they will take up a bigger footprint (2' of separation distance added for every 5% increase in slope from level). What document will clearly state the septic easements when the laterals are placed on outlots (one document for the subdivision or individual easements)?
RESPONSE:

- Lot 7 lateral field will be placed off lot in a separate easement (70'x120') within Outlot A.
- Steep Slope Lots: Acknowledged that 2-ft of separation distance is added for every 5% increase in slope from level.
- Lateral Field Easements: The final plat will show the Lateral Field Easements within the Outlots.

COMMENT: I do not think the homeowners should be restricted to native vegetation on their lots as required in item c. "All shrubs and trees on Lots and Outlots shall be native species."
RESPONSE FROM PLANNING AND DEVELOPMENT STAFF TO APPLICANT: I spoke with Mike this morning and the language that was struck on invasives was a Conservation Board requirement. I believe Mike has communicated this with Margaret. If you could please add it back in for the Conservation Board's consideration, that would be great.

Assessor

This Subdivision will be assessed under the Iowa Platting Law. Undeveloped lots will be assessed at a minimal agricultural value for five years or until built upon. After five years, all undeveloped lots will be assessed at residential market value.

Comments from the General Public

Notice letters were sent to property owners within ¼ mile of the proposed rezoning on April 28, 2020, regarding the Planning and Zoning Commission Meeting on May 6 and the Board of Supervisors Meeting on May 19. A development proposed sign was placed on the property on April 28. The rezoning request was published in the newspaper on April 30.

Planning staff received one general inquiry phone call at the time of writing this report.

Planning staff has also been in communication with an adjacent landowner who inquired about the calculation of the LESA scores used in the 2018 rezoning.

Comments from Cities within Two Miles

The City of Gilbert will review the request at their May 4, 2020, City Council meeting. The item on the council's agenda is consideration of waiving their right to review.

Points to Consider

The following are points to consider in evaluating the applicant's request to amend the Official Zoning Map, amend the C2C Comprehensive Plan Future Land Use Map Designation, and for a Major Subdivision Preliminary Plat.

1. In 2018, the Board of Supervisors approved the rezoning of the property to R-1 Residential and C2C Plan amendment with conditions. The design of the subdivision meets the conservation design principles prescribed as a condition on the rezoning.
    a. A field review to locate remnant prairie and other landscape features was completed. The most significant and environmentally sensitive features were the native prairie remnants.
    b. The developer will deed the environmentally sensitive and floodplain area to Story County Conservation as part of the first phase of the development. In total, approximately 80 acres will be deed to the county for a county park.
    c. The measures originally proposed as part of a management agreement with Story County Conservation have been addressed through the preliminary plat, proposed covenants, and an ownership/management agreement. The measures include prohibitions on fertilizers containing phosphorous, invasive species; the Story County Conservation Board will review seed mixes; water quality testing

will be performed; and a minimum 35-foot buffer between the remnant prairie and development lots is provided. The Conservation Board will review these provisions at their May 11, 2020 meeting.

d. A 20-foot wide easement for a future hard-surfaced trail on the north and west sides is shown on the plat. Walking trail development inside the site is also proposed as part of the county park.
e. A protective subdrain to divert runoff from the septic laterals away from the prairie remnants is proposed for lots with lateral fields that slope towards the prairie remnants.

2. The applicant submitted letters from utility and emergency service providers confirming their ability to serve the subdivision
3. Chapter 88 General Site Planning Standards and Chapter 87.09 requirements for Major Subdivision Preliminary Plats are met.
4. To meet the county's stormwater management requirements, soil quality restoration is proposed on all development lots to provide infiltration to manage a rainfall depth of 1.25-inches. For larger rain events, five dry detention basins are proposed so that the runoff rates from the site do not exceed the current rate from the 5-year storm event.
5. A traffic study was completed and determined that a right turn lane will likely be warranted on 170th Street at 500th Avenue after the second phase of the development. The Board of Supervisors is to consider how to pay for the improvement or require the developer to pay per the ordinance. The County Engineer recommends the applicant pay for the turn lane. A turn lane on 500th at 170th Street may also be within one car of being needed after the full build-out of the subdivision.
6. The developer is separately requesting Tax Increment Financing (TIF) from Story County to help pay for infrastructure or other improvements to prepare the lots.
7. The conditional rezoning required the environmentally sensitive areas and floodplain to be rezoned to the Greenbelt-Conservation District and their C2C Future Land Use Map amended to Agricultural Conservation and Natural Area. The prairie remnants are not all designated as Natural Resource Area in the C2C Plan or are designated as Rural Residential and Natural Resource Areas.
8. The C2C Plan Natural Resource Area Principle 3 is to "consider areas identified as Natural Resource Area for inclusion in the Greenbelt-Conservation District of the Land Development Regulations and/or take necessary steps to ensure resource conservation through other mechanisms." The rezoning request specifically follows this principle.

Recommendation

Story County Planning and Development Staff support the proposed rezoning from the A-1 Agricultural District and R-1 Transitional Residential District to the GB-C Greenbelt-Conservation District for portions of the subject property determined to be environmentally sensitive, amending the C2C Future Land Use Map Designation from the Rural Residential Area to the Agricultural Conservation Area and from the Rural Residential Area and the Agricultural Conservation Area to the Natural Resource Area for these areas, and the requested major subdivision preliminary plat for the Prairie Valley Subdivision for the Northwest Quarter of Section 7 of Franklin Township with the following conditions on the subdivision plat:

1. The County Conservation Board shall approve the covenants, easement, and management/ownership agreement prior to the Board of Supervisor's approval of the preliminary plat.
2. Construction and demolition debris located in the vicinity of Lot 53 shall be removed by June 6, 2020.
3. A protective subdrain to protect the prairie remnants west of Lot 52 shall be added to the preliminary plat prior to recording.
4. A note that the protective subdrain plan may change per the site evaluation conducted by a certified engineer or soils professional for septic systems and location of the lateral fields shall be added to the preliminary plat prior to recording. The final protective subdrain plan shall be reviewed as part of the final plat.
5. The Board of Supervisors and applicant shall determine a method to pay for the right turn lane on 170th at 500th as part of the preliminary plat consideration unless it is to be considered as part of the separate TIF request. If it is to be considered as part of the TIF request, the financing must be determined prior to submittal of the final plat.
6. The applicant shall consider how to encourage homeowners subscribe to and have a monitored security system (such as ADT) installed & tied in with smoke detectors following the Fire Chief's recommendation.
7. The need for a right turn lane on 500th Avenue at 170th Street shall be monitored after full build-out of the development. The Board of Supervisors may take action as part of the final plat for the last phase of the development to determine who should pay for this turn lane if needed.
8. The developer of Prairie Valley or the homeowner association would be responsible for the costs of a roadway connection on Outlot D between Lot 46 and Lot 56, between Lots 38 and 42, or any additional costs of connecting the Foxtail Court stub road with a development to the east.

Alternatives

The Story County Planning and Zoning Commission may consider the following alternatives for the rezoning and C2C Plan Amendment request:

1. **The Story County Planning and Zoning Commission recommends approval of the proposed Story County Zoning Map Amendment from A-1 Agricultural District and R-1 Transitional Residential District to the GB-C Greenbelt-Conservation District and C2C Future Land Use Map Designation from the Rural Residential Area to the Agricultural Conservation Area and from the Rural Residential Area and the Agricultural Conservation Area to the Natural Resource Area as put forth in case REZ01-20.**
2. The Story County Planning and Zoning Commission recommends approval of the proposed of the proposed Story County Zoning Map Amendment from A-1 Agricultural District and R-1 Transitional Residential District to the GB-C Greenbelt-Conservation District and C2C Future Land Use Map Designation from the Rural Residential Area to the Agricultural Conservation Area and from the Rural Residential Area and the Agricultural Conservation Area to the Natural Resource Area as put forth in case REZ01-20 with conditions.
3. The Story County Planning and Zoning Commission recommends denial of the proposed of the proposed Story County Zoning Map Amendment from A-1 Agricultural District and R-1 Transitional Residential District to the GB-C Greenbelt-Conservation District and C2C Future Land Use Map Designation from the Rural Residential Area to the Agricultural Conservation Area and from the Rural Residential Area and the Agricultural Conservation Area to the Natural Resource Area as put forth in case REZ01-20.
4. The Story County Planning and Zoning Commission remands the Story County Zoning Map Amendment from A-1 Agricultural District and R-1 Transitional Residential District to the GB-C Greenbelt-Conservation District and C2C Future Land Use Map Designation from the Rural Residential Area to the Agricultural Conservation Area and from the Rural Residential Area and the Agricultural Conservation Area to the Natural Resource Area as put forth in case REZ01-20 back to the applicant and/or staff for additional information, and directs staff to place the second consideration on the June 3, 2020, Story County Planning and Zoning Commission Agenda.

The Story County Planning and Zoning Commission may consider the following alternatives for the Prairie Valley Major Subdivision Preliminary Plat request:

1. The Story County Planning and Zoning Commission recommends approval of the proposed Major Subdivision Preliminary Plat as put forth in case SUB 06-20.

2. **The Story County Planning and Zoning Commission recommends approval of the proposed Major Subdivision Preliminary Plat as put forth in case SUB 06-20 with conditions.**
3. The Story County Planning and Zoning Commission recommends denial of the proposed Major Subdivision Preliminary Plat as put forth in case SUB 06-20.
4. The Story County Planning and Zoning Commission the proposed Major Subdivision Preliminary Plat as put forth in case SUB 06-20 back to the applicant and/or staff for additional information and directs staff to place the second consideration on the June 3, 2020, Story County Planning and Zoning Commission Agenda.

Prairie Valley Development - SC Costs

Annual Equipment/Fuel Costs			
	Weekly hrs	Rate	Total Cost
Truck	1	$ 27.50	$ 825.00
Trailer	1	$ 17.00	$ 510.00
mower	2	$ 23.00	$ 1,380.00
UTV	4	$ 14.00	$ 1,680.00
Tractor	2	$ 33.75	$ 2,025.00
			$ 6,420

Equipment needs		
Item	**Cost**	
UTV FM Mower	$ 3,500	
Goat Fence supplies	$ 1,350	
total	**$ 4,850**	

Initial Site Development Needs		
Item	**Cost**	
gravel	$ 2,000	
signs	$ 500	
picnic table		
kiosk	$ 4,000	
parking posts	$ 500	
seed	$ 5,000	
total	**$ 12,000**	

Annual Budget Increase Items		
Item	**Cost**	
Chemical	$ 350	
Seed	$ 500	
Signs	$ 100	
total	**$ 950**	

Labor - hours by position							
Duty	**Total Hrs.**	**DIR**	**PS**	**PR**	**NR**	**CT**	**CA**
burn/prep	50		1	10	15	20	4
grazing/ check	40			10	20	10	10
hand maintenance	80				30	20	30
mowing	50					20	30
hand harvest	36				20		16
spraying	40			10	10	20	
misc./ rounds	60		5	5		20	30
Administration		20	12	6	3		
Total	356	20	18	41	98	110	120
hrs. wk (30 wk seas)			**0.6**	**1.4**	**3.3**	**3.7**	**4.0**

cost per hour	54.13	40.2	31.22	29.31	25.94	11.5
annual cost	$ 1,083	$ 724	$ 1,280	$ 2,872	$ 2,853	$ 1,380
Grand total						$ 10,192

Year 1 - until capital pay off				
Start up cost	$ 16,850			
Total annual cost	$ 17,562	Yr 1	$	34,412

Subsequent years				
Start up cost	$ -			
Total annual cost	$ 17,562	Yr 2 on	$	17,562