

The Board of Supervisors met on 8/22/17 at 10:00 a.m. in the Story County Administration Building. Members present: Marty Chitty, Lauris Olson, and Rick Sanders with Sanders presiding. (all audio of meetings available at [storycountyowa.gov](http://storycountyowa.gov)).

**PUBLIC COMMENT #1:** Arden Greiner, Sherman Township Trustee, asked if a letter went to all township trustees. Harter stated no, following standard practice, the letter went to all affected taxing entities.

**COSTS FOR NONPROFIT AGENCIES OCCUPYING SPACE IN THE HUMAN SERVICES CENTER (HSC) –** Sanders provided an overview. Karla Webb, Community Services Director, reported on meeting with Facilities Management Director Cal Pearson to discuss cost per square foot and common spaces. There are two options, based on the number of agency employees. Either two employees at \$158.37 per month or six employees at \$512.05 per month, including shared storage space. Sanders asked about storage costs. Pearson stated the cost of office space and storage is calculated the same; storage is in high demand. Discussion took place. Olson asked about a three-year lease. Jean Kresse, United Way, stated a year-to-year lease is requested. Sanders clarified that is with a year's notice. Webb reported on phone costs and other similar items. Sanders stated phones will be up to the agencies. He would like to provide storage space at no charge. The Board concurred. Olson seconded the approval of Option 2 at the cost of \$422.00 a month. Sanders clarified the agreement needs to be vetted by the County's civil attorney. Olson amended her motion to include referring the proposed agreement to the County's civil attorney. Chitty seconded the amended motion. Discussion took place. Motion carried unanimously (MCU) on a roll call vote.

**JUVENILE COURT SERVICES AGENCY REPORT –** Jerome Rewerts reported on training. Chitty asked about monitoring devices. Rewerts reported new devices use a global positioning system (GPS).

**MINUTES:** 8/15/17 Minutes – Olson moved, Chitty seconded approval of the minutes as presented. Roll call vote. (MCU)

**CLAIMS:** 8/24/17 Claims of \$ 551,148.05 (run date 8/18/17, 34 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from BooST School Ready Service (\$12,138.09), Central Iowa Drug Task Force (CIDTF) (\$4,950.83), Emergency Management (\$19,554.54), E911 Surcharge (\$39,971.88), County Assessor (\$3,151.94), and City Assessor (\$16,211.74). Chitty moved, Olson seconded approval of Claims as presented. Roll call vote. (MCU)

Olson moved, Chitty seconded the approval of the Consent Agenda as presented.

1. Contract between CST, Inc. and Story County Information Technology for hardware maintenance, effective 9/1/17-8/31/18, for \$3,825.00
2. Methamphetamine Drug Hot Spots Grant program and Story County for \$5,561.00, effective 7/1/17-6/30/18
3. Contract between IP Pathway, LLC and Story County Information Technology for software maintenance, effective 9/23/17-9/22/18, for \$11,496.00
4. Amended Cooperative Agreement between the Iowa Department of Natural Resources and Story County Conservation Board for Shoreline Stabilization and Gully Erosion Structures at Hickory Grove Lake, effective 8/10/17-5/31/18, for \$31,010.70
5. Updated Account Service Agreement between Story County and OneSource for Background Checks
6. Road Closure Resolutions: #18-04, #18-05
7. The Residents of Courthouse View Apartments, 919 6<sup>th</sup> Street (owner Phillip Page), to Utilize Up to Ten (10) Parking Spots on County Property, effective 8/22/17-8/31/17 during building renovations

Roll call vote. (MCU)

**SECOND CONSIDERATION OF ORDINANCE NO. 262, AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF STORY COUNTY, IOWA – DONALDSON REZONING REQUEST –** Amelia Schoeneman, County Planner, reviewed the proposed amendment and stated no additional comments have been received. Sanders opened the public hearing at 10:25 a.m., and, hearing none, he closed the public hearing at 10:25 a.m. Chitty moved, Olson seconded the approval of Second Consideration of Ordinance No. 262, an Ordinance Amending the Official Zoning Map of Story County, Iowa – Donaldson Rezoning Request, alternative #2, and Waiving Third and Final Consideration. Roll call vote. (MCU)

**RESOLUTION #18-27, AMENDING THE URBAN RENEWAL PLAN STORY COUNTY URBAN RENEWAL AREA (URA) –** Leanne Harter, County Outreach and Special Projects Manager, reported on types of project, objectives and goals, total request cost, and timeline; she recommended approval. Sanders opened the public hearing at 10:29 a.m., and hearing none, he closed the public hearing at 10:29 a.m. Olson moved, Chitty seconded the approval of Resolution #18-27, Amending the Urban Renewal Plan Story County Urban Renewal Area. Olson reported on receiving comments from Arden Greiner, Sherman Township, and his concerns for proper use of monies. Roll call vote. (MCU)

**REGARDING STORY COUNTY'S PARTICIPATION IN THE 2020 CENSUS LOCAL UPDATE OF CENSUS ADDRESSES OPERATION (LUCA) –** Leanne Harter, County Outreach and Special Projects Manager, provided an overview of the request to local governments. Discussion took place. Sanders asked who would be the LUCA liaison. Jerry Moore, Planning and Development Director, volunteered. Chitty moved, Olson seconded approval for Story County's Participation in the 2020 Census Local Update of Census (LUCA), Jerry Moore as liaison, and requested staff to apply, as presented. Roll call vote. (MCU)

**RESOLUTION #18-24, BROWN'S ACRES RESIDENTIAL PARCEL SUBDIVISION –** Emily Zandt, County Planner, provided an overview, current zoning, site maps and site photos, land development regulations, and interagency review comments. One public comment was received via email. The recommendation is to approve as proposed. Chitty moved, Olson seconded the approval of Resolution #18-24, Brown's Acres Residential Parcel Subdivision as presented. Roll call vote. (MCU)

**RESOLUTION #18-25 MAJOR SUBDIVISION PRELIMINARY AND FINAL PLATS OF ROLLING HILLS PLAT 4 –** Emily Zandt, County Planner, provided an overview and background information, including surrounding land use, access, site photos, governing regulations, interagency review comments, and public comments. The City of Maxwell waived its subdivision review. The Planning and Zoning Commission recommended approval and provided alternatives. Mary Jo Wilson, Indian Creek Township, remarked the homeowners' association (HOA) forbids the use of manufactured homes, and it is not mentioned in the plat. Zandt stated the original plat did include such a restriction; when it was re-platted, the landowner's attorney stated restrictions were not applicable. Restrictions on the type of

housing are between the applicant and the HOA. Discussion took place. Cheri Aldrich, Indian Creek Township, stated concerns regarding the dwelling adjacent to her livestock operation. Ryan Holland, Attorney, reported on covenants, manufactured homes, and the easement for access. Olson moved, Chitty seconded the approval of Resolution #18-25, Major Subdivision Preliminary and Final Plats of Rolling Hills Plat 4, alternative #1. Roll call vote. (MCU)

**REVIEW AND RECEIVE RESULTS FROM THE 2017 CORNERSTONE TO CAPSTONE (C2C) SURVEY** – Leanne Harter, County Outreach and Special Projects Manager, reported the process and results; twelve (12) individuals took the survey, 7-8 completed it. She reported on response differences from the 2015 survey.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS**: All members reported on numerous meetings and the upcoming Iowa State Association of Counties (ISAC) conference. Sanders reported former Supervisor Wayne Clinton will be awarded ISAC's Golden Eagle Award on Wednesday; the award recognizes extraordinary public service to county government. Chitty moved, Olson seconded to adjourn at 11:30 a.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Agenda  
8/22/17

1. CALL TO ORDER: 10:00 A.M.
2. PLEDGE OF ALLEGIANCE:
3. PUBLIC COMMENT #1:  
This comment period is for the public to address topics on today's agenda
4. Discussion And Consideration Of Costs For Nonprofit Agencies Occupying Space In Human Services Center - Karla Webb

Department Submitting Story County Community Services

Documents:

OFFICE SPACE COST ALLOCATION RR AND UWSC.PDF  
PHONE COSTS 817.PDF

5. AGENCY REPORTS:
  - i. Juvenile Court Services Agency Report - Jerome Rewerts

Department Submitting Auditor

Documents:

BOS AUGUST 17 REPORT.PDF  
ROSEDALE NON SYSTEM DATA JCS COMPLAINTS.PDF  
FY 18 MEMO FROM DKB.PDF  
1617 4TH QUARTER STORY COUNTY PDF

6. CONSIDERATION OF MINUTES:
  - i. 8/15/17 Minutes

Department Submitting Auditor

7. CONSIDERATION OF PERSONNEL ACTIONS:
8. CONSIDERATION OF CLAIMS:

- i. 8/24/17 Claims

Department Submitting Auditor

Documents:

CLAIMS 082417.PDF

9. CONSENT AGENDA:  
(All items listed under the consent agenda will be enacted by one motion. There will be

no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

- I. Consideration Of Contract Between CST, Inc. And Story County Information Technology For Hardware Maintenance Effective 09/01/17-08/31/18 For \$3825.00

Department Submitting Information Technology

Documents:

CSTMANTENANCECONTRACT.PDF

- II. Consideration Of Methamphetamine Drug Hot Spots Grant Program And Story County For \$5,561 Effective 7/1/2017-6/30/2018

Department Submitting Sheriff

Documents:

METH HOT SPOT.PDF

- III. Consideration Of Contract Between IP Pathway,LLC And Story County Information Technology For Software Maintenance Effective 9/23/17-9/22/18 For \$11,496.00

Department Submitting Information Technology

Documents:

IPPATHWAYS.PDF

- IV. Consideration Of Amended Cooperative Agreement Between The Iowa Department Of Natural Resources And Story County Conservation Board For Shoreline Stabilization And Gully Erosion Structures At Hickory Grove Lake Effective 8/10/17-5/31/18 For \$31,010.70

Department Submitting Conservation

Documents:

IDNR AGREEMENT 18CRDLWBMBALM0001 REVISED.PDF  
URGE MEMO AMENDED HGP PHASE1 DNR SCCB CONTRACT.PDF

- V. Consideration Of Updated Account Service Agreement Between Story County And OneSource For Background Checks

Department Submitting BOS

Documents:

ONESOURCE AGREEMENT.PDF

- VI. Consideration Of Road Closure Resolution(S): #18-04. #18-05

Department Submitting Engineer

Documents:

RC 18 04.PDF  
RC 18 05.PDF

- VII. Consideration Of Residents Of Courthouse View Apartments (Phil Page) To Utilize Up To Ten (10) Parking Spots On County Property Effective 8/22/17-8/31/17 During Building Renovations

Department Submitting Board of Supervisors

10. PUBLIC HEARING ITEMS:

- I. Second Consideration Of Ordinance No. 262, An Ordinance Amending The Official Zoning Map Of Story County, Iowa; Donaldson Rezoning Request - Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF  
DRAFT EASEMENT.PDF  
EASEMENT MAP.PDF  
NARRATIVE AND APPLICATION.PDF  
ORDINANCE NO 262.PDF

- II. Discussion And Consideration Of Resolution #18-27, Amending The Urban Renewal Plan Story County Urban Renewal Area - Leanne Harter

Department Submitting Board of Supervisors

Documents:

AMENDEDURBANRENEWALPLANFORAUGUST2017.PDF  
RESOLUTION AMENDING PLAN AUGUST 2017.PDF

11. ADDITIONAL ITEMS:

- I. Discussion And Consideration Regarding Story County's Participation In The 2020 Census Local Update Of Census Addresses Operation (LUCA) - Leanne Harter

Department Submitting Board of Supervisors

Documents:

LUCA LETTER FROM US CENSUS.PDF

- II. Discussion And Consideration Of Resolution #18-24, Brown's Acres Residential Parcel Subdivision - Emily Zandt

Department Submitting Planning and Development

Documents:

FINAL PLAT.PDF  
ADDITIONAL MATERIALS.PDF  
RESOLUTION 18 24.PDF  
BROWNS ACRES STAFF REPORT.PDF

III. Discussion And Consideration Of Resolution #18-25 Major Subdivision Preliminary And Final Plats Of Rolling Hills Plat 4 - Emily Zandt

Department Submitting Planning and Development

Documents:

BOS STAFF REPORT SUB08 17 ROLLING HILLS PLAT 4.PDF  
ALTERNATIVE COMPLIANCE LETTER TO STORY COUNTY.PDF  
PRELIMINARY PLAT ROLLING HILLS PLAT 4 PDF  
FINAL PLAT ROLLING HILLS PLAT 4.PDF  
ADDITIONAL MATERIALS.PDF  
BOS SUB0817 RESOLUTION18 25.PDF

12. DEPARTMENTAL REPORTS:

13. OTHER REPORTS:

- I. Review And Receive Results From The 2017 Cornerstone To Capstone (C2C) Survey - Leanne Harter

Department Submitting Board of Supervisors

Documents:

C2C SURVEY.PDF

14. PUBLIC FORUM #2:

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

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

16. 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 Meeting  
Board of Supervisors  
8/22/17

NAME

ADDRESS

Gal Pearson  
Brenda Dimp  
Abby Huff  
Cheri Aldrich  
Kim Hanna  
Jean Klasse  
Nancy Donaldson  
Erin Rewerts  
Kaila Webb  
LORETT + Nancy Donaldson  
Jerome Rewerts  
Jane Pynke  
PAPA HAROLD  
Deb Schildroth  
Mark A Jackson  
Jerry Moore  
Bonnie Brown  
Emily Landt  
Amelia Schoereman  
Mary Jo Wilson  
Linda Murken  
Sonia Arellano Dodd  
Jessie Reynolds

FACILITIES  
AEDC  
Story City G.C.  
6554 305th St Maxwell  
RRSC 920 Carroll Ames  
WUX 315 Clark Ames  
4105 Stone Brook Rd. Ames  
Comm. Services  
Comm Services  
Ames  
ICS  
Nevada  
Ames  
BAS office  
story city.  
P&D  
59243 170th St Nevada  
P&D  
P&D  
30575 Rolling Hills  
Gilbert  
SCTD

Raising Readers and United Way of Story County office usage within the Community Services Office 8/10/17

Scenario #1 (2 employees: 1 Raising Readers and 1 United Way)	\$/sq.ft.	Total
Cubicles 1 & 2 – 15 ft. x 9 ft. = 135 sq. ft.	\$4.00	\$540.00
Common Areas		
LL East Entrance – 13 ft. x 8 ft. and 8 ft. x 7 ft. = 160 sq. ft.	\$1.50	\$240.00
LL South Private Hallway – 611 sq. ft.	\$1.50	\$916.50
Kitchenette – 8.5 ft. x 6 ft. = 51 sq. ft.	\$4.00	\$204.00
Common Areas – Public Use		
Restrooms – 288 sq. ft.	\$0.00	\$0.00
		\$1,900.50 Annual rent
		\$158.37 Monthly
		\$1,900.50/957 sq. ft.
		\$1.99 sq. ft.

Legend:

Common Area - 8 users/\$12/sq.ft.  
 Office Area  
 Storage Area

Scenario #2 (6 employees: 5 Raising Readers and 1 United Way)	\$/sq.ft.	Total
Office 011C – 11 ft. x 13 ft. = 143 sq. ft.	\$4.00	\$572.00
Cubicles 1 & 2 – 15 ft. x 9 ft. = 135 sq. ft.	\$4.00	\$540.00
Cubicles 3, 4, 5, 6, 7, 8 – 540 sq. ft. (each cubicle is 90 sq. ft., 9 ft. x 10 ft.)	\$4.00	\$2,160.00
Storage space 2 <sup>nd</sup> floor – 10 ft. x 18 ft. = 180 sq. ft.	\$6.00	\$1,080.00
Common Areas		
LL East Entrance – 448 sq. ft.	\$1.50	\$672.00
LL South Private Hallway – 611 sq. ft.	\$1.50	\$916.50
Kitchenette – 8.5 ft. x 6 ft. = 51 sq. ft.	\$4.00	\$204.00
Common Areas – Public Use		
Restrooms – 288 sq. ft.	\$0.00	\$0.00
2 <sup>nd</sup> Floor Hallway – 305 sq. ft. (half of hallway)	\$0.00	\$0.00
		\$6,144.50 Annual rent
		\$512.05 Monthly
		\$6,144.50/2108 sq. ft.
		\$2.91 sq. ft.

**APPROVED**

**DENIED**

Board Member Initials: RS

Meeting Date: 8-22-17

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

\_\_\_\_\_

\_\_\_\_\_

Phone Options for United Way of Story County and Raising Readers While Occupying Office Space within Story County Community Services

Option 1: Estimated breakdown of costs involved to include United Way of Story County and Raising Readers on the Story County VoIP phone system:

1. 8 port PoE Switch – new switch about \$900.00. This could be purchased outright or rented - depending on the term of the building lease. For example a 1 yr. lease = \$75/month, 3 yr. lease = \$25.00/month etc.
2. Licensing fee - \$15.00/phone/month for standard licensing, \$18.00/month/phone for Premium licensing
3. Installation fees from Aureon – 1 time charges - no information on this at this time and it depends on how many phones are installed, and what options chosen to go with, for example a hunt group etc.
4. Story County fee to set-up separate system (including new vlan, IP address, switch configuration and cabling). This would take approximately 2 hours @ \$28/hour.
5. Any monthly long distance or other usage fees from Aureon. Long distance would be minimal as much of that is included in the VoIP technology, but toll free calling works like it does for a cell phone and is not free.

Option 2: For agencies to have a separate phone line (POTS) from CenturyLink run into the building at the cost of about \$50/month/line. Agencies would have to work this out with Facilities and also purchase an analog phone to use on this line.

QUARTERLY REPORT  
 STORY COUNTY BOARD OF SUPERVISORS AND JUVENILE COURT SERVICES  
 SUBMITTED BY YOUTH AND SHELTER SERVICES, INC.

**Third Quarter (April, May, June) Fiscal Year 2016-2017**

Type of Service provided for STORY COUNTY RESIDENTS (unduplicated)	FY 2015-2016		FY 2016-2017			
	PAST YEAR TOTALS		NEW QUARTER		YEAR TO DATE	
	CLIENTS	UNITS	CLIENTS	UNITS	CLIENTS	UNITS
<i>Residential Services</i>						
<b>ROSEDALE SHELTER</b>						
Clients Served (Unit=1 day)	66	696	6	287	86	784
Clients Diverted from Shelter Placement	84	N/A	8	N/A	76	N/A
<b>YOUTH RECOVERY HOUSE/SEVEN-12 HOUSE</b>						
Clients Served (Unit=1 day)	8	347	1	74	4	279
<b>TRANSITIONAL LIVING PROGRAM</b>						
Clients Served (Unit=1 day)	12	2112	4	414	14	2833
<b>LIGHTHOUSE PROGRAM</b>						
Clients Served (Unit=1 day)	9	1640	5	494	11	2665
<i>Outclient Services</i>						
<b>IOWA AFTERCARE SERVICES NETWORK</b>						
Participants Served	20	N/A	10	N/A	49	N/A
<b>COUNSELING PROGRAM</b>						
Integrated Health Services participants	306	N/A	17	N/A	338	N/A
Assessment (Unit=Session)	224	320	104	104	379	422
Individual Therapy (Unit=Session)	199	2897	205	845	498	3607
Family Therapy (Unit=Session)	120	1175	64	163	185	752
Supervised Visitation/Unit=30 minutes	4	75	1	20	6	50
Individual, Family, Group Skill (Unit=Session)	73	5950	53	340	135	1421
Crisis Intervention (Unit = 2 hours) (Informal)	**	757	**	49	**	493
Individual/Family Therapy (Unit =15 min) (Informal)	22	1163	51	625	91	1277
<b>CHEMICAL DEPENDENCY OUTPATIENT/STUDENT ASSISTANCE</b>						
Assessment (Unit=Session)	85	119	7	7	16	21
Individual Therapy (Unit=Session)	109	1450	8	21	16	65
OWI Assessment (Unit=Session)	14	14	2	2	8	8
Crisis Intervention (Unit = 2 hours) (Informal)	**	41	**	8	**	41
Intensive Outpatient Program (Unit=1 day)	1	22	0	0	0	0
<b>PSYCHIATRY SERVICES</b>						
Care Coordination (Unit=30 days)	215	992	123	168	331	761
Assessment/Psychotherapy/Medication Mgmt (Unit=Session)	225	1149	188	256	482	1147

QUARTERLY REPORT  
STORY COUNTY BOARD OF SUPERVISORS AND JUVENILE COURT SERVICES  
SUBMITTED BY YOUTH AND SHELTER SERVICES, INC.

**Third Quarter (April, May, June) Fiscal Year 2016-2017**

Type of Service provided for STORY COUNTY RESIDENTS (unduplicated) <i>Outclient Services</i>	FY 2015-2016		FY 2016-2017			
	PAST YEAR TOTALS		NEW QUARTER		YEAR TO DATE	
	CLIENTS	UNITS	CLIENTS	UNITS	CLIENTS	UNITS
<b>VOLUNTEER SERVICES (agency wide)</b>						
Number of Volunteers (Unit=1 hour)	2243	20,098	484	6101	1405	22,597
<b>MENTORING PROGRAM (Story County only)</b>						
Number of one-to-one matches (Unit=1 hour)	258	2763	192	1130	165	1325
Staff Hours worked (all Story Co. staff)	N/A	5637	N/A	1081	N/A	6714
<b>YOUTH EMPLOYMENT PROGRAM</b>						
Number of youth (Unit=1 hour)	838	206	1129	138	2258	499
<b>CHILD SAFETY</b>						
Participants served (Unit=1 hour)	492	273	168	23	291	148
<b>FaDDS (PATHWAYS) PROGRAM</b>						
Number of Adults and Children (Unit=1 hour)	72	1720	6	**	46	**
<b>HEALTHY FUTURES</b>						
Number of Adults and Children (Unit=1 hour)	105	317	20	**	111	**
<b>STORK'S NEST</b>						
Participants Served (Unit=1 hour)	78	150	35	**	202	**
<b>BALLARD KIDS CLUB PROGRAM</b>						
Participants Served (Unit=3 hours)	107	9039	23	**	277	**
<b>GILBERT KIDS CLUB PROGRAM</b>						
Participants Served (Unit=3 hours)	188	13200				
<b>ROLAND/STORY KIDS CLUB PROGRAM</b>						
Participants Served (Unit=3 hours)	90	8276				
<b>COLLINS/MAXWELL/BALLARD TEEN CLUB</b>						
Participants Served (Unit=3 hours)	16		10	**	39	**

\*\* did not have this data at the time of completing this report.

PREVENTION/EDUCATION SERVICES  
FOR STORY COUNTY\*\*

**Third Quarter (April, May, June) Fiscal Year 2016-2017**

	FY 2015-2016		FY 2016-2017	
	PAST YEAR TOTALS		CURRENT YEAR TOTALS	
	CLIENTS	UNITS	CLIENTS	UNITS
Adults	6863	1256	4955	2013
Professionals	2685	845	1388	543
Community	6501	691	2556	298
Preschool	1019	343	969	416
K-6 <sup>th</sup> Grade	10,058	705	11034	619
Junior High School	14,200	791	9337	970
Senior High School	1785	394	1672	264
<b>Total Outreach and Prevention/Education</b>	<b>43,111**</b>	<b>5,023</b>	<b>31,911</b>	<b>5,126</b>

\*\*Duplicate

Chief Juvenile Court Officer  
Shirley Faircloth  
Juvenile Court Officer IV  
Jerome Rewerts

Counties  
Story  
Marshall  
Boone

**Second Judicial District  
Juvenile Court Services  
Ames Sub-District Office  
126 S. Kellogg Ave., Suite 202  
Ames, Iowa 50010  
(515) 233-3346  
Fax (515) 233-3364**

**STORY COUNTY BOARD OF SUPERVISORS**

**August 2017**

May was a busy training month for Juvenile Court Services (JCS), the Juvenile Court Officers (JCO's) participated in many mandated trainings. Disability Rights Iowa presented to JCS on compliance, for individuals with disabilities and the rights they share concerning adjudication, education, and those placed in treatment facilities, group care and the State Training School. The State Judicial Branch Education Department provided a half day training on; Reframing from Discrimination and Bias. Some of the Story County Attorney staff participated as well, due to availability. Later in the month JCO's were trained in the Treatment Outcome Package (TOP). A behavioral health assessment tool designed to help measure the social and emotional well-being of children in care. To end the month all JCS staff were furloughed on May 26<sup>th</sup>.

In July, two Story County JCO's participated in a five day Effective Practice in Community Supervision (EPICS) training, conducted by University of Cincinnati staff. This opportunity will certify the Story County JCO's to train new JCO's on EPICS across the State. This model has a proven to lead to reductions in recidivism. Currently, JCO's are required to administer four EPICS sessions a month and submit one audio to help ensure fidelity and proficiency of the model. Each audio is coded (graded) by the internal coach and productive feedback is shared.

Juvenile Court Services continues to partner with the County Attorney on truancy. This initiative is attempting to tackle the barriers that prevent children attending school regularly. To date, they have conducted six mediations in five different school districts throughout the county.

**COUNTY BUDGET:  
FY15/16**

All line items were within the budget levels. The below line items were underspent:

Juvenile Court

Personal Items – Utilized 0% of funding	Balance \$ 100.00
Protective Living – Utilized 41% of funding	Balance \$64,927.39

Youth and Shelter Services

Agency Services – Utilized 96% of funding	Balance 3,505.00
Outreach – Utilized 89% of funding	Balance \$ 2,318.75

**FY 16/17**

**Line Item** **Allocated Amount/Balance**

**Personal Items (01000 03300 32461) \$50** **Balance \$50.00** **Used; 7%**

This line item is utilized for special needs for indigent clients such as emergency medicine, clothes, bus tickets, etc. Juvenile Court uses this as a last resort of funding and will seek utilization of individual services from Story County Decategorization.

**Protective Living (01000 03310 311 61) \$100,000** **Balance \$44,204.96** **Used; 56%**

This fund is used to pay for court ordered detention and the county's share of court ordered shelter care in shelter's besides Rosedale. This line item also covers medical expenses while youth are placed in detention and partially funds evaluations. This line item continues to be hard to predict. JCS continues to seek shelter care, electronic monitoring and tracking to reduce the use of detention costs when possible.

Last fiscal year, Story County placed 38 children in Shelter outside of Rosedale at the cost of \$27,288.40. (21/DHS & 17/ JCS) Medical expenses totaled \$736.61

**YOUTH AND SHELTER SERVICES (YSS):FY16/17 Allocations**

**Sheltered Workshop—YSS Rosedale Shelter (01000 03300 360 61) \$ 80,000**

**Balance \$ 53,333.36** **Used; (33%)**

This is the amount to pay for the county's share of state mandated share of the cost of court ordered shelter care. This amount is a guarantee to YSS to provide the 24/7 Child Welfare Emergency Service to Story County male/female youth, ages 10 through 17. YSS will bill no more and possibility less than this. The long term arrangement has been beneficial to Story County in the past; however increased usage for court ordered clients from the Polk County area have had a significant impact on the census of Story County clients. With the increase in Polk County referrals, Rosedale Shelter did not turn away and Story County CWES/Shelter placement referrals in the last fiscal year (FY 16-17). Story County does benefit from having a local shelter facility. The Rosedale Shelters non-system data report is attached to this report. Child Welfare Emergency Services (CWES) are also provided by Rosedale Shelter and gives law enforcement the opportunity to utilize this service in lieu of charges or court ordered placement depending on the situation. This service can also be beneficial in diverting youth from entering the DHS/JCS system.

JCS/DHS and Rosedale staff continues to work with local law enforcement agencies regarding the utilization of Community Welfare Emergency Services (CWES).



**Revenue:**

Youth and Shelter Services /IDPH Grant (01000 00053 2710-61) – This is a pass through grant of \$10,000.      **Balance \$5,525.78      Used; 45%**

**State Budget FY 18:**

Please review the June 28, 2017, Memorandum from the Iowa Judicial Branch State Court Administrator, David K. Boyd. This letter details the difficulties with the State Budget and how it has affected the Judicial Branch from FY16 through the current FY18 budget.

Due to the current State of Iowa Judicial Branch hiring freeze, Story County Juvenile Court Services is currently down one Juvenile Court Officer. This will likely not change during FY18.

**Story County Decategorization:**

The agenda and minutes from the meetings can be located at [storycountycppc.com](http://storycountycppc.com) listed under the Happenings tab, DCAT Agendas FY17, DCAT Minutes FY17.

The Decat Governance Board contains five voting members; Spence Evans (Ames Community Schools, Chair), Jerome Rewerts (JCS), Marty Chitty (BOS, Elected Official), Darin Thompson (DHS), and Erin Rewerts (Story County Community Services, Co-Chair).

**Story County Current Placement Cases: (As of: 8/16/17)**

State Training School	2
Detention:	1
Shelter	1
Residential Treatment	6
Independent Living	0
Enhanced Supervision (GPS)	3
Hospital/Evaluation	0
Foster Care	1
PMIC	2

**Attachments:**

David K. Boyd; Memorandum 6/28/17

Rosedale Law Enforcement and Non-System Data Report; July 2017

Juvenile Delinquency Complaints (January 1, 2017 – July 31, 2017)

YSS Report to Story County Board of Supervisors, Quarterly (April, May June) FY 16/17

**Rosedale Shelter  
Non-System Data Report  
Fiscal Year: 2017-2018  
Month: July**

Parent/Guardian:

County	Current Month	Year-to-Date
Story	0	0
Boone	1	1
Marshall	0	0
Hamilton	0	0
<b>Total</b>	<b>1</b>	<b>1</b>

Law Enforcement:

County	Current Month	Year-to-Date
Story	0	0
Boone	0	0
Marshall	0	0
Hamilton	0	0
Other	0	0
<b>Total</b>	<b>0</b>	<b>0</b>

Basic Center Grant:

County	Current Month	Year-to-Date
Story	0	0
Boone	0	0
Marshall	0	0
Hamilton	0	0
Other	0	0
<b>Total</b>	<b>0</b>	<b>0</b>

YSS Intra-Agency (from YRH/712):

Current Month	Year-to-Date Total
0	0

Year-to-Date Placement Summary:

Placement Type	Year-to-Date Total
Parent/Guardian	1
Law Enforcement	0
Basic Center Grant	0
YSS Intra-agency	0
<b>Total Non-system Placements</b>	<b>1</b>

RHYMIS Forms:

Current Month	Year-to-Date Total
10	10

Helpline Crisis/Information Calls:

Type of Call	Current Month (Story Co.)	Year-to-Date (Story Co.)
with Runaway/Homeless History	18 (4)	18 (4)
Total Crisis/Info Calls	31 (9)	31 (9)

Placement Diversions:

County	Current Month	Year-to-Date
Story	8	8
Boone	3	3
Marshall	3	3
Hamilton	0	0
Other	16	16
Total Diversions	30	30

Story County Diversion Narrative:

1 – 7.2.17 – RDS Staff processed information with the potential client (Self) that had walked to shelter. RDS Staff helped de-escalate the crisis and discussed coping skills that the potential client could utilize when frustrated with her family. After processing for almost an hour and recommending individual and family counseling services, the crisis seemed to be resolved and the potential client was able to return home.
2 – 7.3.17 – RDS Staff processed information with the caller (Parent) and de-escalated the crisis. Staff provided information about the program and service options. Staff also recommended individual and family counseling services.
3 – 7.4.17 – RDS Staff processed information with the caller (Ames PD), provided information about the program, and offered service options. The crisis was resolved and no services were necessary.
4 – 7.6.17 – RDS Staff processed information with the caller (Parent) and de-escalated the crisis. Staff provided information about the program and service options. Staff also recommended individual and family counseling services. The crisis was resolved and no services were necessary.
5 – 7.7.17 – RDS Staff processed information with the caller (Parent). Since the potential client was actively self-harming, RDS Staff recommended taking her to the hospital to be assessed for safety (which is what would happen if a client were to self-harm in shelter). Staff also recommended setting up a meeting with their individual and family therapist as soon as possible.
6 – 7.10.17 – RDS Staff processed information with the caller (Ames PD & Parent). The police were not interested in services, so RDS Staff provided information about the program to the parent. Things calmed down in the home while this conversation was taking place and it was determined that the crisis was resolved and no additional services were necessary at that time. RDS Staff did recommend individual and family counseling services.
7 – 7.25.17 – RDS Staff processed information with the caller (Adult) and provided information about our program. Since the caller was looking for family shelters, staff referred him to local family shelters and recommended counseling services.
8 – 7.31.17 – RDS Staff processed information with the caller (DHS CPS Worker) and provided information about our program. Since there were no family members that the client could stay with and there was a court order to shelter, RDS Staff recommended other local shelters, as there was no bed available at that time.

Story County Allegations January 1, 2017 - July 31, 2017

		Totals
ALCOHOL	6	6
ASSAULT	29	29
BURGLARY	10	10
DRUG POSSESSION	22	22
MURDER/MANSL.	1	1
OTHER COURT	2	2
OTHER PUB ORD	12	12
OWI	1	1
SEX	5	5
THEFT	38	38
TRAFFIC	3	3
VANDALISM	17	17
	0	0
	146	146

	Caucasian	Hispanic	African American	Other	Sum:
F	31	2	22	2	57
M	62	2	24	1	89
Sum:	93	4	46	3	146

	Caucasian	Hispanic	African American	Other	Sum:
11 and 12-13	8		3	1	12
12-13	9		9		18
14-15	28		12		40
16-17	48	4	22		74
Other				2	2
Sum:	93	4	46	3	146



## STATE COURT ADMINISTRATOR

Iowa Judicial Branch Building  
1111 East Court Avenue  
Des Moines, IA 50319

DAVID K. BOYD  
State Court Administrator

JOHN GOERDT  
Deputy State Court Administrator

### MEMORANDUM

**To:** All Judicial Branch Personnel  
**From:** David K. Boyd  
**Date:** June 28, 2017  
**Re:** FY 18 Judicial Branch Operating Budget

The supreme court has approved the judicial branch operating budget for the 2018 fiscal year, which begins July 1st. Once again, the judicial branch must deal with a significant budget shortfall. I write to share with you the significant details behind this budget for the new fiscal year.

#### **Background**

For FY 18 the legislature appropriated \$175.7 million for judicial branch operations. This was the same amount we finally received in our revised FY 17 appropriation after a mid-year deappropriation, but \$3 million less than our appropriation in FY 16.

To fully fund the judicial branch at our FY 16 staffing level (1,864 FTE), cover the salary annualization costs from both FY 16 and FY 17, provide normal salary increases in FY 18, restore travel to FY 16 expenditure levels, and hold all other non-personnel cost line items status quo, would require approximately \$191 million, nearly \$15 million more than the available funding in FY 18. One option considered that would make up for the \$15 million deficit was a permanent 10% reduction in judicial branch personnel. This is not the path the court has chosen for FY 18 at this time.

While multiple plans and options that would accomplish the task of balancing the FY 18 budget were considered, the court has approved a budget

for FY 18 that can best be described as a continuation of the “hard hiring freeze with very limited exceptions” plan first adopted in FY 17. Rather than looking at what it would take to return to a fully funded judicial branch at the same level as FY 16, the FY 18 budget adopted by the court works from where the judicial branch is today and attempts fund essential services within that present level.

### **FY 18: Hard Freeze with Very Limited Exceptions--Again**

The proposed budget for FY 18 would do the following:

- Fund all positions on the payroll in April 2017, adjusted to include judicial vacancies currently in the process of being filled.
- Provide a 1% across-the-board salary increase plus steps for contract covered and noncontract covered employees.
- Provide a 2.5% salary increase for all judges and magistrates.
- Maintain all non-personnel cost line items status quo, except travel which would be restored to FY 16 actual expenditure levels.
- Fill the remaining vacant judgeships currently on hold from FY 17.
- Fill 18 FTE positions identified as most critical.

While this sounds good, this budget would cost \$6,565,485 more than available funds. So, the challenge became how to make it balance.

As was the case in FY 17, the key to balancing this budget is the use of vacant positions. We currently carry approximately 140 FTE vacancies throughout the entire judicial branch, double the number we had at the beginning of FY 17. In FY 18 the judicial branch will continue to get smaller and leaner as more positions become vacant through attrition.

However, not every position that becomes vacant can be left unfilled. While every position in the judicial branch is critical to our mission, for a variety of reasons there are some positions that will need to be filled throughout the year. In other situations, when one position becomes vacant another position previously held vacant may be filled.

Additionally, many judgeships that become vacant during the fiscal year will be held open for an extended period of time. There are fourteen (14) full-time judicial officers that have indicated they intend to retire sometime during FY 18. Any district court judgeship that becomes vacant will be held open for the balance of the fiscal year following that judge's retirement, except that there will be no more than one district court judgeship vacant at any one time in any one judicial election district. District associate judgeships that become vacant during the fiscal year will be filled with minimum or no delay.

The following reductions to non-personnel line items instituted in FY 17 will remain in effect for FY 18: office supplies and postage, 20%; telephone service, 10%; furniture and non-IT equipment, 50%; education and training programs, 10%. These non-personnel reductions apply to all components of the judicial branch in FY 18. Additionally, some non-personnel IT expenses will be off-loaded to our technology funds.

A significant piece to our FY 18 budget puzzle, and for which we do not yet have a definitive answer, involves the changes in the state's health insurance plans that will take effect in January, 2018. What we do know is that there will be changes both in the health insurance plan designs as well as the split between the employer and employee in the monthly premium cost, effective for the insurance contract year commencing January 1, 2018. The purpose of the changes to the health insurance plan designs is to drive down the total cost of the monthly premium, which in turn drives down the total cost of the employer's share of the premium. However, at this time we do not have definitive information on what these changes will look like, so the projected savings is nothing more than an educated guess at this time.

Unfortunately, these personnel and non-personnel reductions will have a negative impact not only on those of us in the judicial branch but also the citizens we serve on a daily basis. Holding staff positions and judgeships vacant doesn't stop the work from coming in the courthouse doors. Rather, it merely adds to the workload of other judges and staff. More importantly, Iowans will experience reduced services in many areas of the state.

### **FY 18 Salary Increases**

All contract covered employees will receive a 1% across-the-board increase in their salary effective with the pay period commencing this Friday. All contract covered employees not already at the top step of their pay grade will receive an automatic within range step increase on their salary review date. Step increases for AFSCME contract covered and noncontract covered employees will be 2%. Steps for PPME contract covered employees are 1.75%. No step increase will exceed the maximum of the pay grade.

The supreme court also has approved similar salary adjustments for noncontract covered employees. Specifically, noncontract covered employees will receive a 1% across-the-board pay increase effective with the pay period commencing this Friday. All eligible noncontract employees also may receive a merit step increase of 2% on their salary review date. No step or across the board increase may exceed the maximum of the new pay grade.

Judges and magistrates will receive a small salary increase, only their second pay increase since July 1, 2008.

## Closing

The FY 18 budget approved by the supreme court was based on its overarching goal of providing court services in a way that ensures the continued delivery of accessible, timely, and affordable high-quality justice to all Iowans. Additionally, the court reaffirmed its commitment to the six priorities previously established:

- Protect Iowa's children
- Provide full-time access to justice
- Operate an efficient full-service court system
- Provide faster and less costly resolution of legal disputes
- Operate in an open and transparent way
- Provide fair and impartial justice for all

Furthermore, the court was guided by the following considerations:

- Treating contract covered and noncontract covered employees the same regarding salary and benefit adjustments.
- Maintaining consistency in resources, services, service delivery and access among judicial districts.
- Maintaining our current specialty courts, freezing the expansion of specialty courts, and requiring approval from the supreme court to suspend operations of any existing specialty court.
- Employing budget reduction solutions that are sustainable over the long run.
- Continuing to consolidate, standardize and streamline administrative activities and policies to improve efficiency and contain costs.
- Using workload measures and other objective criteria as benchmarks to reallocate and/or rebalance resources as necessary.
- Continuing to deploy technology as much as possible to provide public access to courts, court proceedings and court services; and to streamline court procedures and administrative operations.

This approach will however provide the necessary time to complete a review of all aspects of judicial branch operations. This process began this past fiscal year when the National Center for State Courts assisted us in updating our weighted workload analysis for judges and magistrates as well as support staff (clerk's offices). A similar study of our juvenile court services operation is about to begin.

These are difficult times that require difficult decisions. Unfortunately, the grim reality is that I cannot guarantee you that we will not need to make a midcourse correction as we move through the year. This budget is a bit of a

gamble. There may need to be more cuts necessary in FY 19, if not yet again in FY 18. But I'm confident that pulling together we will—once again—get through this crisis.

I want to thank all of you who took the time and effort to submit constructive suggestions on how we might balance the budget. All of your comments and suggestions were reviewed. Many suggestions would require legislative action that could not happen until next session. These suggestions will be reviewed again later this year when we consider proposals for the 2018 legislative session.

I close as I have on many other occasions, but it bears repeating, with a heartfelt "thank you" for your continuing efforts to deliver high quality court services in spite of the challenges we face. Your perseverance and unwavering dedication to public service continue to be a real inspiration to me and to the members of the supreme court. If you have any questions about the FY 18 judicial branch budget, please feel free to drop me a note. My email in-box will remain open until my retirement at the close of business September 7<sup>th</sup>!





Combined Systems Technology, Inc.  
 2165 NW 108th Street  
 Suite D  
 Clive, IA 50325  
 (515) 270-5300

<b>Date</b>	<b>Invoice</b>
08/01/2017	120483
<b>Account</b>	
Story County	

<b>Bill To:</b>
Story County Attn: Paula Habermann 900 6th Street Nevada, IA 50201 United States

<b>Ship To</b>
Story County Attn: Paula Habermann 900 6th Street Nevada, IA 50201 United States

<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>
NET ON RECEIPT		Order #6223

<b>Products &amp; Other Charges</b>	<b>Quantity</b>	<b>Price</b>	<b>Amount</b>
<b>Billable Products &amp; Other Charges</b>			
LiebertNfinity: Liebert Essential Service Nfinity 4-16 SN# 1313932 Covers 9/1/17- 8/31/18 Site ID 92799 Story County Administration	1.00	\$1,915.00	\$1,915.00
<b>Total Products &amp; Other Charges:</b>			<b>\$1,915.00</b>
Make checks payable to Combined Systems Technology, Inc.	<b>Invoice Subtotal:</b>		\$1,915.00
	<b>Sales Tax:</b>		\$0.00
	<b>Invoice Total:</b>		<b>\$1,915.00</b>

A restocking charge of up to 25% may be applied to all returned equipment or cancelled agreements. All invoices are subject to a finance charge of 1.5% per month, or 18% per annum when past due. Any account placed for collection will also incur collection fees.

NOTE: If you choose to pay by credit card, a 3.5% handling fee will be charged.

Thank you for doing business with CST! "Celebrating Over 36 Years of Technology Excellence!"



Combined Systems Technology, Inc.  
 2165 NW 108th Street  
 Suite D  
 Clive, IA 50325  
 (515) 270-5300

<b>Date</b>	<b>Invoice</b>
08/01/2017	120481
<b>Account</b>	
Story County Information Technology	

<b>Bill To:</b>
Story County Information Technology Attn: Paula Habermann 900 6th St. Nevada, IA 50201 United States

<b>Ship To</b>
Story County Information Technology Attn: Paula Habermann 900 6th St. Nevada, IA 50201 United States

<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>	
NET ON RECEIPT		Order #6224	

<b>Products &amp; Other Charges</b>	<b>Quantity</b>	<b>Price</b>	<b>Amount</b>
Billable Products & Other Charges			
LiebertNfinity: Liebert Essential Service Nfinity 4-16 SN# 1495742 Covers 9/1/17 - 8/31/18 Site ID 12339 24 x 7 x 4 Human Services Center	1.00	\$1,910.00	\$1,910.00
<b>Total Products &amp; Other Charges:</b>			<b>\$1,910.00</b>
Make checks payable to Combined Systems Technology, Inc.	<b>Invoice Subtotal:</b>		\$1,910.00
	<b>Sales Tax:</b>		\$0.00
	<b>Invoice Total:</b>		<b>\$1,910.00</b>

A restocking charge of up to 25% may be applied to all returned equipment or cancelled agreements.  
 All invoices are subject to a finance charge of 1.5% per month, or 18% per annum when past due. Any account placed for collection will also incur collection fees.

NOTE: If you choose to pay by credit card, a 3.5% handling fee will be charged.

Thank you for doing business with CSTI "Celebrating Over 36 Years of Technology Excellence!"

# METHAMPHETAMINE DRUG HOT SPOTS GRANT PROGRAM

Governor's Office of Drug Control Policy  
Pape State Office Bldg., 5th Floor  
215 E. 7th Street, Des Moines, Iowa 50319 (515) 725-0300

Meth HotSpots CFDA #16.710

Grantee: Story County 900 6th Street Nevada, Iowa 50201-2004  Phone: (515)382-7200 FAX: (515)382-7479	<b>Grant #16-CAMP-</b>  Grant Period: July 1, 2017 through June 30, 2018  <b>Federal: \$5,561</b> <b>Match: \$0</b> <b>Total: \$5,561</b>
----------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------

ODCP Contact: Dennis Wiggins 515/725-0311

Legal Applicant: Rick Sanders, Chairperson Story Co Board of Supervisors	Program Director: <sup>Brian Tickle</sup> <del>Scott Kickbush</del> Phone: (515)709-3010 E-mail: <del>skickbush@storycountyiaowa.gov</del> <sup>(515)371-7941 btickle@storycountyiaowa.gov</sup>
-----------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

*This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract, and agree to abide by the terms set forth within.*

### SPECIAL CONDITIONS

- Grant funding is provided to assist project with mid to high level mehtamphetamine investigations or precursor diversion investigations.
- Targets of investigations will be shared with the Division of Intelligence to be entered into the LEIN database system.
- Projects will regularly deconflict investigations by searching potential targets in the LEIN database system.

In witness wherefore, the parties hereto have executed this grant the day and year specified below.

SIGNATURES/DATES

 Legal Applicant/Date	 Program Director/Date	 ODCP Administrator/Date
-------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------	-----------------------------

# IOWA GOVERNOR'S OFFICE OF DRUG CONTROL POLICY

## STANDARD GRANT CONDITIONS

**Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Postconviction Testing of DNA Evidence to Exonerate the Innocent; and Paul Coverdell Forensic Science.**

### 1. General:

These standard grant conditions, unless otherwise stated herein, apply to the following grant programs administered in Iowa by the Governor's Office of Drug Control Policy (ODCP): Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Postconviction Testing of DNA Evidence to Exonerate the Innocent; and Paul Coverdell Forensic Science.

The Grantee shall provide the necessary facilities, materials, services, and qualified personnel to perform and/or provide all the services set forth in the approved application and the letter of notification for the grant amount. The grant budget will be a basis for the Grantee's expenditure of the grant amount. Acceptance of the terms and conditions of the grant is indicated by the applicants' signatures on the grant contract and by requesting and expending grant funds.

The Grantee agrees to indemnify and hold harmless the Governor's Office of Drug Control Policy (ODCP) and the State of Iowa for all loss and damage sustained and liability incurred by the Grantee.

The Grantee hereby agrees to abide by all applicable Federal, state, and local laws, rules and regulations. The Certified Assurances and forms signed and or submitted via [www.iowagrants.gov](http://www.iowagrants.gov) by the Grantee in making application for grant funds are incorporated herein.

### 2. Definitions:

- a. "State" means the State of Iowa.
- b. "ODCP" means the Governor's Office of Drug Control Policy.
- c. "Grantee" or "Legal Applicant" means the governmental agency contracting with the Governor's Office of Drug Control Policy.
- d. "Program/Project Director" means the person who has been delegated authority to administer the project described in the application.
- e. "Special Conditions" means those conditions applying uniquely to this grant contract as identified on the grant contract page.

- f. "Standard Grant Conditions" means those conditions applying to all ODCP grant contracts.
- g. "JAG" means the *Federal Byrne–Justice Assistance Grant* program, for which ODCP is the State Administrative Agency in Iowa.

**3. Accountability for All Entities:**

Grantees shall promote effectiveness, efficiency, and accountability. They must serve their publics in an ethical and transparent manner. This includes operating professionally, truthfully, fairly, and with integrity and accountability to uphold public trust.

**4. Additional Guidance for Nonprofit Organizations:**

Nonprofit organizations must be aware of and comply with applicable law and regulations. The Iowa Nonprofit Principles and Practices for Charitable Nonprofit Excellence Revised 2011 shall be used as a means of educating nonprofit organizations about the laws and regulations with which they must comply and to provide guidance about good operational practices and ethical conduct. This publication may be accessed at [http://inrc.law.uiowa.edu/files/inrc.law.uiowa.edu/files/P%26P2011\\_1.pdf](http://inrc.law.uiowa.edu/files/inrc.law.uiowa.edu/files/P%26P2011_1.pdf)

The purpose of the Iowa Principles and Practices for Charitable Nonprofit Excellence is to promote good management practices, ethical conduct, and public accountability for Iowa charitable nonprofit organizations as they perform their crucial community services. The Principles and Practices are not regulatory. While many of the Principles and Practices will be helpful to all nonprofits, they are specifically written for 501(c)(3) organizations. The Iowa Principles and Practices for Charitable Nonprofit Excellence are intended to be primarily an educational process designed to improve efficiency and accountability. It is recognized that implementation will take different forms and occur at different levels, given the resources of the nonprofits.

**5. Accounts and Records:**

- a. The Grantee shall comply with pertinent state and Federal laws, and the provisions of the Office of Justice Program's (OJP) Financial Guide:  
[https://ojp.gov/financialguide/DOJ/pdfs/2015\\_DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf)
- b. The Grantee shall maintain accurate, current, and complete records of the financial activity of this contract, including records which adequately identify the source and application of funds. Grantees are expected to maintain separate records for each Federal grant or program. Cash or matching contributions made by the Grantee shall be verifiable from the Grantee's records. These records shall contain information pertaining to contract amount, authorizations, obligations, unobligated balances, assets, liabilities, expenditures, and program income.
- c. Effective control and accountability shall be maintained for all assets, including current and accurate equipment inventory records. The Grantee shall adequately safeguard all such property and shall assure that it is used solely for authorized

purposes. Accounting records shall be supported by source documentation such as canceled checks, paid bills, receipts, payrolls, contract award documents, etc.

- d. The Grantee, in making project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the ODCP.
- e. The Grantee agrees to maintain a sufficient recordkeeping system to provide statistical data for the purpose of planning, monitoring, and evaluating their program.
- f. All pertinent records and books of accounts related to this contract shall be retained for a period of three (3) years—following the closure of the grantee's most recent audit report. In the event of litigation, negotiation or audit findings, the records shall be retained until all issues arising from such actions have been resolved or until the end of the regular three-year period, whichever is later.

**6. Cash/In-Kind Match (If required and included in the approved budget):**

Grant application materials will specify the level and conditions of match required for each grant program. If cash or in-kind match is required, the match will be identified in the grant contract signed by the grantee as well as in the approved budget. If "cash" match is included in the approved budget, the grantee must be able to demonstrate that the match is from a new appropriation, or from existing resources which were not intended for the stated program purpose

Grantees must maintain records which clearly show the source, the amount, and the timing of all match contributions. The following may be used as cash match:

- a. Local and state appropriations;
- b. Funds contributed from private sources;
- c. Federal funds from the following sources:
  - 1.) Housing and Community Development Act of 1974;
  - 2.) Appalachian Regional Development Act;
  - 3.) General Revenue Sharing;
- d. Existing resources (as long as the existing funds were used in areas other than the stated program purpose);
- e. Salaries of existing personnel who are transferred to grant activities (if the original positions are filled with new personnel);
- f. Asset forfeiture funds resulting from state or Federal court action per applicable state and Federal guidelines;

- g. Program income and the related interest earned on that program income generated from projects may be used as match provided it is identified and approved prior to making an award;
- h. Funds appropriated by Congress for the activities of any agency of a Tribal government or the Bureau of Indian Affairs performing law enforcement functions on Tribal lands; and
- i. Funds otherwise authorized by law.

All funds designated as match are restricted to the same use as grant program funds. The matching share must be obligated by the end of the period for which Federal funds have been made available for obligation under an approved program or project. The Grantee must submit a written plan for expenditure of matching funds if requested by ODCP.

**7. Non-Supplanting Requirement:**

Federal funds must be used to supplement existing funds for program activities and not replace those funds which have been appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

**8. Program Income:**

“Program income” means gross income earned by the Grantee during the grant period as a direct result of the grant award. Direct result is defined as a specific act or set of activities that are directly attributable to grant funds and which are directly related to the goals and objectives of the project.

Program income shall be accounted for and used for any purpose that furthers the broad objectives of the legislation under which the award was made.

Program income earnings and expenditures must be reported with claims for reimbursement and must be used in accordance with the provisions of 2 CFR Part 200, Uniform Administrative Requirements.

**9. Subcontracting:**

None of the activities or funds of this grant shall be subcontracted to another organization or individual without specific prior approval by ODCP, with the exception of subcontracts under \$1,000. Open and free competition is required. To obtain ODCP approval, the Grantee shall submit the proposed contract or written agreement between the parties. The contract or agreement must contain a list of the activities to be performed by the subcontractor, and the contract policies and requirements. All grant related certifications and conditions agreed upon by the applicant agency shall be passed on to subcontracting agencies. Subcontractors shall complete the Standard Grant Condition Certification.

## **10. Property and Equipment:**

- a. Iowa Administrative Code, Administrative Services [401, Chapter 11] and Section III, 3.7 of OJP's Financial Guide prescribe property rules and regulations.
- b. The grantee shall develop procedures to assure competitive acquisition of approved purchases.
- c. Definition of Equipment: Any item costing \$5,000 or more and having an anticipated useful life of more than one year. Chairs, tables, files and movable partitions costing less than \$5,000 shall be accounted for in aggregate. All other items of equipment shall be accounted for by separate serial numbered tags.

The above definition identifies a minimum list of items, which must be considered as equipment. The Grantee's accounting system may include other items of equipment as well.

- d. The Grantee shall maintain property records, inventory control, and maintenance procedures for all non-expendable property purchased all or in part with grant funds. An inventory report form must be completed and submitted to ODCP with the annual project report. Procedures for managing equipment (including replacement, whether acquired in whole or in part with project funds), will, at a minimum, contain records, which include the following:
  - 1.) Description of the property;
  - 2.) Serial number or other identification number;
  - 3.) Source of the property;
  - 4.) Identification of who holds the title;
  - 5.) Acquisition date;
  - 6.) Cost of the property;
  - 7.) Location of the property; and
  - 8.) Disposition data including the date of disposal and sale price.
- e. Title of Property: Notwithstanding any other provision of law, title to all expendable and nonexpendable property purchased with grant funds made available under the Grant Program shall vest in the agency that purchased the property, if it certifies to the ODCP that it will use the property for the purposes outlined in the grant application. If such certification is not made, title to the property shall vest in the State of Iowa, which shall seek to have the property used for drug and violent crime control program improvement purposes elsewhere in the state prior to using it or disposing of it in any other manner.
- f. Use of Property: The Grantee may use property acquired in whole or in part with Federal funds for the authorized purpose of the original grant as long as needed whether or not the program or project continues to be supported by Federal funds.

## **11. Computer Systems:**

No federal funding may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in

this subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**12. Travel:**

Travel specifically identified in the grant application and approved budget is approved for reimbursement by ODCP. Out of state training and travel not identified and approved in the application and grant budget requires approval by ODCP prior to reimbursement. Requests for out-of-state training and travel must be submitted to ODCP in writing.

Recipients shall follow their own written policy for allowable travel costs. In the event a reasonable and prudent policy does not exist, State of Iowa approval rates will apply to subrecipient travel costs. State rates are available by contacting ODCP.

**13. Payments:**

Expenditure reports must be submitted monthly. Expenditure reimbursement shall be made on program cash expenditures included in the grant budget and upon the receipt and acceptance by ODCP of a properly completed and authorized expenditure report and supporting documentation. Reimbursement must be requested within 23 days after the end of the period for which payment is being requested. Payments may be adjusted to correct disallowance's resulting from audit or contract review. Monthly reimbursement may be withheld if a grantee is delinquent in program reporting or if the grantee fails to meet any contract condition.

**14. Reporting:**

**Form to be Used:**

- a. Claim for Reimbursement - Completed online at [www.iowagrants.gov](http://www.iowagrants.gov)
- b. Quarterly Progress Reports - Completed online at [www.iowagrants.gov](http://www.iowagrants.gov)
- c. Inventory Report Form  
Equipment purchased all or in part with grant funds must be listed on the inventory report form. (See property.) Due to ODCP 30 days after the grant period.
- d. Annual Audit Report  
If agencies are exempt from audit requirements, you must keep records that are available for review or audit by appropriate

**Due Date:**

Due by the 23<sup>rd</sup> day of **each** month, following expenditures.

**Due Date:**

October 23<sup>rd</sup>  
January 23<sup>rd</sup>  
April 23<sup>rd</sup>  
July 23<sup>rd</sup>

**Due Date**

July 31<sup>st</sup>

**Due Date**

For July 1<sup>st</sup> through June 30<sup>th</sup> audit is due by March 31<sup>st</sup>

officials including the Federal agency, the State agency, and the US Government Accountability Office (GAO).

**15. Awards to private agencies - accounting system audit requirement.**

These organizations must have financial and compliance audits conducted by qualified individuals who are organizationally, personally, and externally independent from those who authorize the expenditure of Federal funds. This audit must be conducted in accordance with the Government Auditing Standards (December 2011 Revision), as found on the GAO website. The purpose of this audit is to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the award. Audits must be conducted no less frequently than every 2 years. The dollar threshold applies as established for audit reports in OMB Circular A-133, as amended.

**16. Audits:**

Subrecipients of Federal funds are required to permit access to their records and financial statements as necessary to comply with Title 2 CFR Subpart F Audit Requirements and Code of Iowa, Chapter 11, Audit of Counties, Cities and School Districts.

Non-Federal entities that expend \$750,000 or more in Federal funds (from all sources including pass-through subawards) in the State fiscal year (July 1 - June 30) shall have a single organization-wide audit conducted in accordance with the provisions of Title 2 CFR Subpart F.

Non-Federal entities that expend less than \$750,000 in Federal awards in a fiscal year are exempt from audit requirements for that year. Records must be available for review or audit by appropriate officials including the Federal agency, pass-through entity, and General Accounting Office (GAO).

A management letter must be submitted with the audit report. Grantee audit reports must be submitted no later than nine (9) months after the close of each fiscal year during the term of the award. Grantees shall comply with any audit resolution activities as directed by ODCP.

Audit costs for audits not required or performed in accordance with Title 2 CFR Subpart F are not allowable. If the grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit; these costs may not be charged to the grant.

**17. Monitoring/Evaluation:**

The Governor's Office of Drug Control Policy may conduct site visits to review grant compliance, assess management controls, assess the applicable activities or strategies, and provide technical assistance. In addition, the Grantee agrees to provide any data or information required for the purposes of monitoring and program evaluation. Such

evaluation may be conducted by ODCP or other appropriate agencies. The Grantee agrees to ensure the cooperation of the Grantee's employees and board members in such efforts.

Following each site visit ODCP shall submit a written report to the Grantee, which will identify the findings of the site visit. A corrective action plan with a timetable to address any deficiencies or problems noted in the site visit report may be requested by ODCP. The corrective action plan shall be submitted to ODCP for the approval within the timeline outlined in the written report. The Grantee agrees to carry out the plan after it is approved by ODCP. Failure to do so may result in suspension or termination of funding.

**18. Changes in the Program:**

- a. Changes in Service: Changes in types of services provided by the Grantee as agreed to in the application and award require **prior approval** by ODCP. Discontinuation of a service may result in a decrease in the grant amount or termination of the grant.
- b. Changes in Location: ODCP must be notified of any change in office or service location (relocation, addition, or deletion) from that shown in the application within 72 hours of such change.
- c. Changes in Program Director or Other Personnel: When there is a change in the program director or any other personnel supported by the grant from that shown on the application, ODCP must be notified. The Grantee is responsible for replacement, and notifying ODCP in writing of each action within 72 hours.
- d. Change in Legal Applicant/Grantee: A change in legal applicant is the process whereby the legal and administrative responsibility for administering the grant is transferred from one legal entity to another. A change of Grantee must be approved in advance by ODCP. ODCP reserves the right to not contract with a new Grantee. A written agreement of the original Grantee to relinquish all rights to the project; and, a written agreement of the new Grantee to accept all the terms and conditions of the contract must be submitted to and approved by ODCP prior to the date of transfer.
- e. Change in Budget: Due to the fact that budget line item amounts are only estimates of budget expenditure, funds may be reallocated among budget line items. Budget revision requests must be submitted, and approved by, ODCP prior to the revised expenditure of funds. ODCP will not reimburse funds for unapproved expenditures. Budget revisions may be requested – via [iowagrants.gov](http://iowagrants.gov) – by the legal applicant and/or the legal applicant's authorized designee (e.g. the Program/Project Director), who must certify that the change in budget does not constitute a change in the goals and objectives of the program.

**19. Withholding of Support, Suspension, and Termination:**

- a. Withholding of Support: With ten (10) days written notice, ODCP may temporarily withhold payment of funds until a corrective action plan has been submitted by

Grantee and approved by ODCP. Reasons may include, but are not limited to the following:

- 1.) Delinquency in submitting required reports;
  - 2.) Failure to provide adequate management of the funds;
  - 3.) Failure to show satisfactory progress in achieving the objectives of the program or failure to meet the terms and conditions of the contract; and
  - 4.) Failure to regularly coordinate the activities and services with other local providers funded by ODCP. Temporary withholding of funds does not constitute just cause for the Grantee to interrupt services to clients.
- b. Suspension: When, as determined by ODCP, a Grantee has materially failed to comply with the terms and conditions of the grant, ODCP may, with ten (10) days written notice to Grantee, suspend the grant. Only necessary and proper costs that ODCP agrees could not have reasonably been avoided during the period of suspension will be paid by ODCP. Suspension shall remain in effect until the Grantee has shown to the satisfaction of the ODCP that corrective action has been or will be taken, or until ODCP terminates the grant.
- c. Termination:
- 1.) Termination for Cause: The ODCP may terminate a grant in whole or in part anytime before the date of completion if ODCP determines that the Grantee has failed in a material way to comply with the terms and conditions of the grant. To terminate a grant, ODCP must send written notice to the Grantee stating the date and reasons for the termination. Payments to the Grantee will be only for services provided or purchases authorized up to the date of termination. Recovery of funds by ODCP shall be made in accordance with the terms and conditions of this grant.
  - 2.) Termination on Other Grounds: In addition to termination for cause, ODCP grants may be terminated in whole or in part as follows:
    - (a) By ODCP with the consent of the Grantee. Both parties agree on the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
    - (b) By the Grantee. Thirty (30) days written notice to ODCP is required. Such notice shall set forth the reason for such termination. Termination of part of the grant is subject to Section 17 entitled "Changes in the Program."
    - (c) By ODCP due to the lack of adequate funds to support the grant. Should this contract terminate prior to the expiration date as set forth in the grant cover page, the Grantee agrees to deliver such information and items which are due as of the date of termination. The ODCP shall not be liable for unemployment compensation arising from the termination of this grant.

## **20. Copyrights:**

The U.S. Department of Justice and the State of Iowa, ODCP reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: a) the copyright in any work developed under a grant, or contract

under a grant or subgrant; and b) any rights of copyright to which Grantee or contractor purchases ownership with grant support.

**21. Publicity:**

Program directors are encouraged to make the results and accomplishments of their activities available to the public. Prior ODCP approval is not needed for publishing the results of an activity under a grant project; however, an acknowledgment of State/Federal support must be made. Grantee shall, when issuing statements, press releases, and other documents describing the grant project, clearly state: a) the percentage of the total cost of the project which will be financed with Federal and State funds; and b) the dollar amount of Federal and State funds for the project.

Any publication (written, visual, or sound), whether published at the grantee's or government's expense, shall contain the following statements: (NOTE: This excludes press releases, newsletters, and issue analyses.)

"This project was supported by Grant No. \_\_\_\_\_, awarded by the U. S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or the Governor's Office of Drug Control Policy."

**22. Release of Information and Confidentiality of Records:**

- a. Release of Grant Information: The Grantee is required to make available all records, papers and other documents kept by the Grantee relating to the receipt and disposition of any funds, if requested by any member of the public. All such records shall be available except when access to the records is limited by Federal confidentiality regulations. The intended use of such information will not be a criterion for release.
  
- b. Confidentiality of Client Records: Privacy rights of parents and students apply to this program. Grantee policies and procedures shall provide that records of the identity, diagnosis, prognosis, or treatment of any client which are maintained in connection with the performance of the grant be kept confidential and be used only for the purposes and under the circumstances expressly authorized under the Federal confidentiality regulations 42 CFR part 2 "Confidentiality of Alcohol and Drug Abuse Patient Records." The Code of Iowa, Chapter 22.7 Confidential records are available from the ODCP.

**23. Conflict of Interest:**

The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

**24. Report Misuses of Funds**

The recipient must promptly refer to ODCP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a

criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subcontract for services.

**25. Restrictions and certifications regarding non-disclosure agreements and related matters**

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

- 1) In accepting this award, the recipient --
  - a) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - b) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict) reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**26. Drug Free Workplace:**

All recipients receiving awards from the Governor's Office of Drug Control Policy shall certify that they will maintain a drug-free workplace, or in the case of a recipient, who is an individual, certify to the agency that his or her conduct of award activity will be drug-free. If a recipient makes a false certification, the recipient is subject to suspension, termination, and debarment. In order to comply with the Drug Free Workplace Act of 1988, Grantees are required to report any conviction of their employees under a criminal drug statute for violations occurring on the Grantees premises or off the Grantee's premises while conducting official business. A report of a conviction must be made to ODCP within ten (10) days of receiving notices of such conviction.

**27. Americans With Disabilities Act:**

The Grantee hereby assures and certifies compliance with Subtitle A, title II of the Americans with Disabilities Act (ADA), 42 U.S.C. 12131-12134, and Department of Justice implementing regulation, 28 CFR Part 35.

**28. Immigration and Naturalization Service:**

The grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9). This form is to be used by recipients of Federal funds to verify that persons are eligible to work in the United States.

**29. Limited English Proficiency:**

“Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).”

**30. Equal Employment Opportunity Program:**

- a. All grant recipients, including contractors, will comply with any applicable Federal nondiscrimination requirements, which may include the following: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3789d); Victim of Crime Act (42 U.S.C. 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. 5672(b)); Civil Rights Act of 1964 (42 U.S.C. 2000d); Rehabilitation Act of 1973 (29 U.S.C. 794); Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).
- b. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the Iowa Governor’s Office of Drug Control Policy (ODCP).
- c. Recipient will provide an Equal Employment Opportunity Plan (EEO Plan) to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), if required to submit one. Otherwise, it will provide a certification to the OCR and the ODCP that it has a current EEO Plan on file, if required to maintain one. Grantee agencies receiving less than \$25,000; grantee agencies with less than 50 employees,

regardless of the amount of the award; and non-profit organizations, Indian Tribes, and medical and education institutions, are exempt from the EEOP requirement, but the grantee is required to submit a certification form to the OCR to claim the exemption. A copy of the certification form shall also be submitted to the ODCP. Information about civil rights obligations of grantees can be found at [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr).

- d. In accordance with Federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All grant recipients, including contractors, will also comply with the Iowa Civil Rights Act. The Iowa Civil Rights Act, (IAC Ch 216), prohibits discrimination in employment because of a person's: Race, Creed, Color, Sex, Age, National Origin, Gender Identity, Sexual Orientation, Disability, or Religion.

- e. Grant recipients, if required, must make available, upon request, its Affirmative Action Program containing goals and time specifications.
- f. This contract may be suspended or terminated, in whole or in part, in the event of the Grant recipient's noncompliance with this section and the recipient may be declared ineligible for further contracts with ODCP. Additionally, ODCP may take further action by imposing other sanctions or invoking other remedies as provided by the Iowa Civil Rights Act of 1965 or as otherwise provided by law.
- g. The U.S. Department of Justice, Office of Civil Rights issued an advisory document for grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

### **31. Equal Treatment for Faith Based Organizations:**

The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, governing "Equal Treatment for Faith Based Organizations". The Equal Treatment Regulation provides in part that grant awards may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Grant recipients may still engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and participation in such

activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded through grant funding are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).

### **32. Lobbying Restrictions:**

The Grantee agrees that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence 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 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 or grant, and the Grantee receives Federal funds exceeding \$100,000, the Grantee shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions  
<https://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf>.
- c. The Grantee shall require that the language of this certification be included in any subcontracts and that all contractors shall certify and disclose accordingly. 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.

### **33. Sanctuary Jurisdiction**

Grantee will comply with the provisions of 8 U.S.C §1373 which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials from "prohibit[ing] or in any way restrict[ing]" government officials or entities from sending to, or receiving from, federal immigration officers information concerning an individual's citizenship or immigration status.

Personnel must be informed that notwithstanding any state or local policies to the contrary, federal law does not allow any government entity or official to prohibit the sending or receiving of information about an individual's citizenship or immigration status with any federal, state or local government entity and officials.

### **34. Liability:**

- a. If any provision contained herein is in conflict with any State or Federal law or shall be declared to be invalid by any court of record of this State, such invalidity

shall affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the court shall continue to be in effect.

- b. ODCP reserves all administrative, contractual and legal remedies, which are available in the event that the Grantee violates or breaches the terms of this contract.

**35. Drug Task Force:**

Officers funded by the Office of Drug Control Policy who encounter minors who as a direct or indirect result of the presence and or the use of any illegal drug are at risk of exposure, abuse, or neglect shall at a minimum report the encounter to the Department of Human Services. Task forces are strongly encouraged to participate in a Drug Endangered Children program designed to identify and protect the wellbeing of these youth.

**36. Drug Task Force Training:**

Each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When registering for the training, participants should use the preauthorization code QX6S4

**37. NEPA Clandestine Methamphetamine Laboratories:**

This condition facilitates compliance with the provision of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, "meth lab operations"]. No Federal monies from this award may be obligated to support meth lab operations unless the grant recipient implements this condition.

The Office of Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental, health and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions shall apply to the grant recipient for any OJP funded meth lab operations:

- a. The grant recipient shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to

include the disposal of the chemicals, equipment, and wastes resulting from those operations.

- b. Grant recipients shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure the adverse environmental, health, and safety impacts in the Assessment are mitigated in a manner consistent with the requirements of this condition.
- c. Grant recipients shall monitor grant funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee's Mitigation Plan.

### **Methamphetamine Mitigation Conditions**

Where applicable, grant recipients shall:

- a) Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
- b) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
- c) As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
- d) Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
- e) Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;
- f) Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
- g) Monitor the transport, disposal and recycling components of subparagraphs number "e" and "f" immediately above in order to ensure proper compliance;
- h) Have in place and implement a written agreement with the responsible State environmental agency. This agreement must provide that the responsible State environmental agency agrees to: (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory; and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the State

environmental agency and in accordance with existing State and Federal requirements;

- i) Have in place and implement a written agreement with the responsible State or local service agencies to properly respond to any minor, as defined by State law, at the site. This agreement must ensure immediate response by qualified persons who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up tests, examinations, or health care made necessary as a result of methamphetamine toxicity; and
- j) Report all clandestine lab responses to the Iowa Division of Narcotics Enforcement using EPIC report form #143. Assistance in completing this form is available by calling 515/281-9054.

**38. DUNS/SAM Registration:**

Grant recipient shall register and provide the Governor's Office of Drug Control Policy a Data Universal Number System (DUNS) number. The recipient shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

**39. Contested Cases – Administrative Procedure Act:**

Grantees who wish to contest the application of these standard grant conditions may do so in accordance with Chapter 17A of the Code of Iowa.

*Revised 12/14/2017*

Iowa Governor's Office of Drug Control Policy  
**STANDARD GRANT CONDITIONS CERTIFICATION**  
**Legal Applicant & Program/Project Director**

On behalf of, (agency) Story County Sheriff's Office I have read, understand, and agree to abide by the Standard Grant Conditions for the Iowa/Governor's Office of Drug Control Policy Grant Program.

Buck Sanders  
(Legal Applicant - Print or Type)

[Signature]  
(Signature Legal Applicant) (Date)

Brian Tickle  
(Program/Project Director - Print or Type)

[Signature] 8/10/17  
(Signature Program/Project Director) (Date)

---

Iowa Governor's Office of Drug Control Policy  
**STANDARD GRANT CONDITIONS CERTIFICATION**  
**Contract Services (If Applicable)**

\_\_\_\_\_ (contracting agency) has entered into an agreement with \_\_\_\_\_ (Legal Applicant) to provide services through a grant provided by the Office of Drug Control Policy. The applicant agency has provided a copy of the standard grant conditions. I have read, understand, and agree to abide by the Standard Grant Conditions for the Iowa/Governor's Office of Drug Control Policy Grant Program.

\_\_\_\_\_  
(Signature Contracting Agency)

\_\_\_\_\_  
(Date)

Iowa Governor's Office of Drug Control Policy  
**CERTIFIED ASSURANCES**

**NON-SUPLANTING**

The grantee assures that Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for project activities.

**MATCHING FUNDS**

The grantee assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for criminal justice activities by the recipients of grant funds and shall be provided on a project-by-project basis.

**RECORD KEEPING**

The grantee assures that fund accounting, auditing, monitoring, evaluation procedures, and such records as the Governor's Office of Drug Control Policy shall require, shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received.

**REPORTING**

The grantee assures that it shall maintain such data and information and submit such reports in such form, at such times, and containing such data and information as the Governor's Office of Drug Control Policy may reasonably require to administer the program.

**NONDISCRIMINATION**

The grantee assures that it will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

**FINDINGS OF DISCRIMINATION**

The grantee assures that in the event a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, disability, age, or sex against a recipient of funds, the recipient will promptly forward a copy of the finding to the Governor's Office of Drug Control Policy.

**REPORT MISUSE OF FUNDS**

The grantee assures that it will promptly refer to ODCP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies

to any subcontract for services.

### **NON-DISCLOSURE AGREEMENTS**

The grantee assures that no recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

### **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

The grantee will determine whether it is required to formulate an Equal Opportunity Program (EEO), in accordance with 28 CFR 42.301 *et. seq.* if the grantee is not required to formulate an EEO, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), indicating that it is not required to develop an EEO. If the grantee is required to develop an EEO, but is not required to submit the EEO to the OCR, the grantee will submit a certification form to the OCR and the ODCP certifying that it has an EEO on file which meets the applicable requirements. If the grantee is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEO to the OCR and the ODCP. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption.

### **LIMITED ENGLISH PROFICIENCY**

Applicant must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

Assistance for Spanish speaking people may be available through the Iowa Division of Latino Affairs at <http://www.latinoaffairs.iowa.gov> or 515-281-4080. Local interpreters and translators may be available through the Iowa Interpreters and Translators Association at <https://www.iitanet.org>.

### **FINANCIAL AND ADMINISTRATIVE GUIDE**

The grantee assures that it will comply with the provisions of the Office of Justice Programs' "Financial and Administrative Guide for Grants. <http://ojp.gov/financialguide/DOJ/index.htm>

### **COMPLIANCE WITH FEDERAL PROCEDURES**

The grantee assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative

agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information Systems; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.

### **SANCTUARY JURISDICTIONS**

The grantee assures that it will comply with the provisions of 8 U.S.C §1373 which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials from “prohibit[ing] or in any way restrict[ing]” government officials or entities from sending to, or receiving from, federal immigration officers information concerning an individual’s citizenship or immigration status.

Personnel must be informed that notwithstanding any state or local policies to the contrary, federal law does not allow any government entity or official to prohibit the sending or receiving of information about an individual’s citizenship or immigration status with any federal, state or local government entity and officials.

### **AUDIT REQUIREMENTS**

The grantee assures that it will provide for an independent audit report on an annual basis as required by Title 2 C.F.R. Subpart F and the OJP Financial Guide which states:

- a. Non-Federal entities that expend \$750,000 or more in Federal funds (from all sources including indirect recipients) in the organization fiscal year (12 month turnaround reporting period) shall have a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F.
- b. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirement for that year. Records must be available for review or audit by appropriate officials including the United States Department of Justice, Governor’s Office of Drug Control Policy, and General Accounting Office.

### **FEDERAL FUNDS ACKNOWLEDGMENT**

The grantee assures that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the projects or program.

### **DRUG TASK FORCE TRAINING**

The grantee assures that each sworn member of a law enforcement task force funded in whole or in part with these grant funds will complete Department of Justice required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). Participants should use the preauthorization code QX6S4 when conducting the training.

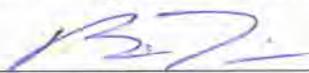
**METHAMPHETAMINE MITIGATION**

The grantee shall:

- a. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
- b. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
- c. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
- d. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
- e. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;
- f. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
- g. Monitor the transport, disposal and recycling components of subparagraphs number "e" and "f" immediately above in order to ensure proper compliance;
- h. Have in place and implement a written agreement with the responsible State environmental agency. This agreement must provide that the responsible State environmental agency agrees to: (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory; and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the State environmental agency and in accordance with existing State and Federal requirements; and
- i. Have in place and implement a written agreement with the responsible State or local service agencies to properly respond to any minor, as defined by State law, at the site. This agreement must ensure immediate response by qualified persons who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

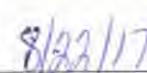
**CERTIFICATION**

I certify that the program in this application meets all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; that all the information presented is correct; and the application will comply with the provisions of the Act and all other Federal laws, regulations, and guidelines. By appropriate language incorporated in each subcontract or other document under which funds are to be disbursed, the undersigned shall assure the applicable conditions above apply to all recipients of assistance.

  
\_\_\_\_\_  
Signature - Project Director

  
\_\_\_\_\_  
Signature - Legal Applicant

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date



**CIVIL RIGHTS REQUIREMENTS INFORMATION**

1. Civil Rights Contact Person: Barry Thomas

2. Title/Address: Captain / Chief Deputy

1315 South B Ave

Nevada, IA 50201

3. Telephone Number: (515) 382-6566

4. Number of persons employed by the agency responsible for administering this grant:  
85

Iowa Governor's Office of Drug Control Policy  
US DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, participants' responsibilities. The regulations were published as Part VIII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)**

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

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

Rick Sanders, Chair Story County Board of Supervisors

Name and Title of Authorized Representative

[Signature]

Signature

Date

8/23/17

Story County

Name of Organization

900 6th St., Nevada, IA. 50201

Address of Organization

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED  
TRANSACTIONS**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. 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.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 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.

**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the May 25, 1990 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 CFR Part 67, Sections 67.615 and 67.620).

**The grantee certifies that it will provide a drug-free workplace by:**

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about --
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

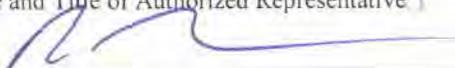
**Place(s) of Performance: The grantees shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, City, County, State, zip code):**

\_\_\_\_\_

\_\_\_\_\_

Story County  
Organization Name

Mike Sanders, Chair Story County Board of Supervisors  
Name and Title of Authorized Representative

  
Signature

8/22/17  
Date





**CERTIFICATION FORM**

**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: <u>Story County</u>	
Address: <u>900 6th Street</u>	
Is agency a: <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS Number: <u>05-091-3112</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Alissa Wignall / Director of Internal Operations &amp; Human Resources</u>	
Telephone Number: <u>(515) 382-7207</u>	E-Mail Address: <u>awignall@storycounty.iowa.gov</u>

**Section A—Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply.

- Less than fifty employees.
- Nonprofit Organization
- Indian Tribe
- Educational Institution
- Medical Institution.
- Receiving a single award(s) less than \$25,000.

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that \_\_\_\_\_ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review**

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Alissa Wignall [responsible official], certify that Story County [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Story County Board of Supervisors  
[organization]

900 6th Street Nevada, IA 50201  
[address]

Alissa Wignall / Director of Internal Operations & HR \_\_\_\_\_ Signature Alissa Wignall \_\_\_\_\_ Date 8/16/17

**Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review**

*If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.*

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

<i>Print or Type Name and Title</i>	<i>Signature</i>	<i>Date</i>
-------------------------------------	------------------	-------------

**D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000**

*If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.*

Sub-Recipient Agency Name/Address	Sub-Recipient DUNS Number

If additional space in necessary, please duplicate this page.

## INSTRUCTIONS

### Completing the Certification Form

### Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete either Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

**Section A** The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; or it received an award under \$25,000; or it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

**Section B** Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; and (2) have fifty or more employees; and (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

**Section C** Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, and (2) have fifty or more employees, and (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, submit to the OCR for review, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

**Section D** Recipients that (1) receive a single award over \$500,000; and (2) subaward a single award of \$500,000 or more must provide a list, including, name, address and DUNS # of each such sub-recipient by completing Section D.

### Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: [EEOPForms@usdoj.gov](mailto:EEOPForms@usdoj.gov). The document must have the following title: EEOP Certification. If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

OMB Approval No. 1121-0340 Expiration Date: 12/31/15 Public Reporting Burden Statement Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

Nevada, Iowa

# Story County, Iowa

Lucinda Martin, Auditor



IN ACCOUNT WITH (Vendor) IP Pathways, LLC

Address 3600 - 109th Street

Urbandale, IA 50322-8101

BILLS MUST BE FULLY ITEMIZED WITH INVOICES ATTACHED

FOR AUDITOR'S OFFICE USE ONLY

Claim Number

Check Number

Date Paid

APPROVED BY BOARD OF SUPERVISORS ON DATE

AMOUNT

\$11,496.00

INVOICE DATE

INVOICE NO.

DESCRIPTION

07/10/2017

8274v1

Vmware Support Renewal *software maintenance*

Dates: 09/23/2017 - 09/22/2018

**APPROVED** **DENIED**

Board Member Initials: *RS*

Meeting Date: *8-22-17*

Follow-up action:

CODE NUMBER(S)  
01000-09110-444-52 \$11,496.00

AMOUNT CLAIMED \$ \$11,496.00

TOTAL CLAIM \$11,496.00

CLAIMANT SIGNATURE (if applicable)

DEPARTMENT APPROVAL



Date: May 25, 2017  
 Expiration Date: September 01, 2017  
 Quote Number: 8274 v1  
 Payment Terms: 1%/10 Net 30

**Prepared For**  
 Story County  
 Barb Steinback  
 900 6th Street  
 Nevada, IA 50201  
 bsteinback@storycountyia.gov

**Ship To**  
 Story County  
 Barb Steinback  
 900 6th Street  
 Nevada, IA 50201

**Description of Work** VMware Renewal

**Notes** A VMware reinstatement fee will be applied if not renewed by the expiration date of product support.

VMware Renewal	Start Date	End Date	Qty	Price	Extended
VMware Support Renewal from 9/23/2017 to 09/22/2018.	09/23/2017	09/22/2018	1	\$11,496.00	\$11,496.00
<b>VMware Renewal Subtotal</b>					<b>\$11,496.00</b>

Amount	VMware Renewal	Total
\$11,496.00	VMware Renewal	\$11,496.00
\$11,496.00	<b>Total</b>	<b>\$11,496.00</b>

**Terms & Conditions:**

IP Pathways quotes include applicable shipping charges. It is understood and agreed that an order cannot be cancelled except by mutual consent. Pricing is provided at today's current price. Prices are subject to change at any time, based on manufacturer and distribution pricing and availability. The products described in this quote are sold subject only to warranties as are made by their respective manufacturers. IP Pathways do not include applicable sales tax. Installation and any associated travel expenses are not included -- unless otherwise specified. All orders are subject to the terms and conditions of the IP Pathways' Master Customer Agreement.

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

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



---

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

---

### Memorandum

To: Story County Board of Supervisors

Through: Michael D. Cox, Director

Date: August 22, 2017

Re: Consideration of Amended Cooperative Agreement #18CRDLWBMBALM-0001 between the Iowa Department of Natural Resources and Story County Conservation Board for \$31,010.70 for shoreline stabilization and gully erosion structures

---

The attached cooperative agreement is for Phase 1 of a three-phase renovation of Hickory Grove Lake. This is a revised agreement that will supersede the agreement previously approved on August 8, 2017. This agreement adds **a cost contingency that was not included in the original agreement.**

Phase 1 improves water quality at Hickory Grove Lake by making watershed improvements within the park to reduce nutrient and sediment transport to the lake. Rock check dams will be constructed to stop gully erosion within the park, and approximately 2,000 feet of critically eroding shoreline on the lake will be stabilized.

The parties agree for the DNR to pay 75% of the \$124,042.82 project cost (\$93,032.12) and SCCB to pay 25% (not to exceed \$31,010.70). \$100,000 was budgeted in FY17 for this effort but was not spent due to project delays. \$170,000 has been requested in early FY18 budget amendments for the first two phases of the project.

Staff urges your approval.

IOWA DEPARTMENT OF NATURAL RESOURCES  
CONTRACT NUMBER 18CRDLWBMBALM-0001

Between

IOWA DEPARTMENT OF NATURAL RESOURCES

And

STORY COUNTY CONSERVATION BOARD

This Cooperative Agreement was approved by the Natural Resource Commission on August 10, 2017.

IN WITNESS THEREOF, the parties hereto have entered into this Cooperative Agreement on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bruce Trautman, Deputy Director

STORY COUNTY CONSERVATION BOARD

By:  Date: 8/16/17  
Mike Cox, Director

**For DNR use only:**

1. Retain the original contract in the project file and send a hardcopy with the first invoice.
2. Email a copy to Christina Iiams at Christina.Iiams@dnr.iowa.gov

---

If you do not have faxing or scanning/emailing capabilities, you may mail a copy of the contract to IA DNR, Wallace State Office Building, Attention: (your respective bureau's contract rep), 502 East 9<sup>th</sup> Street, Des Moines, IA 50319.

**APPROVED** **DENIED**  
Board Member Initials: MS  
Meeting Date: 8-22-17  
Follow-up action: \_\_\_\_\_

## COOPERATIVE AGREEMENT - SPECIAL CONDITIONS

This Cooperative Agreement is entered into between the Iowa Department of Natural Resources (DNR) and the Story County Conservation Board (Story CCB). The parties agree as follows:

### Section 1 IDENTITY OF THE PARTIES

---

**1.1 Parties.** DNR is authorized to enter into this Contract. DNR's address is: Wallace State Office Building, 502 East 9<sup>th</sup> Street, Des Moines, Iowa 50319.

Story CCB, a county conservation board, is organized under the laws of the State of Iowa. The Story CCB's address is: 56461 180<sup>th</sup> Street, Ames, IA 50010.

**1.2 Project Managers.** Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any contract modifications, as follows:

**DNR Project Manager:** Michelle Balmer  
Lake Restoration Program  
Conservation and Recreation Division  
502 E 9<sup>th</sup> Street  
Des Moines, IA 50309  
Phone: 515.725.8448  
Email: michelle.balmer@dnr.iowa.gov

**Story CCB Project Manager:** Mike Cox  
Director, Story County Conservation Board  
56461 180<sup>th</sup> Street  
Ames, IA 50010  
Phone: 515.232.2516  
Email: mcox@storycountyiowa.gov

### Section 2 STATEMENT OF PURPOSE

---

**2.1 Statutory Authority.** DNR enters into this Cooperative Agreement based on statutory authority provided in Iowa Code section 456A.33B Lake Restoration.

**2.2 Background.** Hickory Grove Park is a 400 acre park with a 98 acre lake located in eastern Story County. The Hickory Grove Lake watershed has a drainage area of 4,026 acres and land use distribution of 84.7% row crop, 9.8% grass, 1.6% forest, 2.2% water, 0.9% barren, and 0.7% artificial. The Hickory Grove Lake has been identified as an important recreational resource to the citizens of Iowa. Hickory Grove Lake is experiencing event driven water quality problems. In general, the Hickory Grove watershed has few elevation changes and much of the agricultural land is under tile drainage management. Storm related surface runoff has led to gully erosion, debris, and nitrogen spikes immediately after these events. The eastern end of the lake is now sediment filled, limiting boat access. The fishery is healthy; however, carp have destroyed most vegetation. The lake has a designated use of primary contact recreation and is listed on the 2008 303(d) Impaired Waters Listing for elevated bacteria concentrations.

**2.3 Purpose.** The DNR's purpose in entering into this Cooperative Agreement is to improve water quality at Hickory Grove Lake in Story County by making watershed improvements within the park to reduce nutrient and sediment transport to the lake. As a part of this project, rock check dams will be

constructed to stop gully erosion within the park and about 2000ft of critically eroding shoreline will be stabilized on the lake.

**Section 3 DURATION OF COOPERATIVE AGREEMENT**

**3.1 Term of Cooperative Agreement.** The term of this Cooperative Agreement shall be August 10, 2017 through May 31, 2018, unless terminated earlier in accordance with the Termination section of this Cooperative Agreement. However, this Cooperative Agreement shall not begin until it has been signed by both parties.

**3.2 Approval of Cooperative Agreement.** If the amount of compensation to be paid by DNR according to the terms of this Cooperative Agreement is equal to or greater than \$25,000.00, or if this Cooperative Agreement is entered into pursuant to Iowa Code chapter 28E, then performance shall not commence unless by August 10, 2017 this Cooperative Agreement has been approved by the Natural Resource Commission.

**Section 4 DEFINITIONS**

“Contractor” shall mean the Story County Conservation Board (Story CCB).

“Deliverables” shall mean services to be provided by, or on behalf of, the Contractor pursuant to this Cooperative Agreement. Deliverables shall include everything produced by the Story CCB that is related to the Tasks, such as reports, meetings, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible and intangible works, materials and property of every kind and nature that are related to the Deliverables.

“Task Milestone Date” shall mean a deadline for accomplishing a Task required by this Cooperative Agreement.

**Section 5 STATEMENT OF WORK – RESPONSIBILITIES OF THE PARTIES**

**5.1** The responsibilities of Story CCB shall be to perform the following tasks by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
<p><b>Task 1: Shoreline Stabilization</b></p> <p><b>Description:</b> Story CCB shall reimburse DNR for shoreline stabilization at Hickory Grove Lake. Detailed plans for this Task are included as Exhibit A of this Contract.</p>	No later than May 31, 2018
<p><b>Task 2: Gully Erosion Structures</b></p> <p><b>Description:</b> Story CCB shall reimburse DNR for construction of gully erosion structures built throughout Hickory Grove County Park. Detailed plans for this Task are included as Exhibit A of this Contract.</p>	No later than May 31, 2018

**5.2** The responsibilities of DNR shall be to perform the following tasks by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
<p><b>Task 1: Shoreline Stabilization</b></p> <p><b>Description:</b> DNR shall stabilize 746 linear feet of shoreline near the campground at Hickory Grove Lake. Detailed plans are included in Exhibit A of this Contract.</p>	No later than <b>May 31, 2018</b>
<p><b>Task 2: Gully Erosion Structures</b></p> <p><b>Description:</b> DNR shall build 25 rock silt dikes at Hickory Grove County Park as specified in Exhibit A of this Contract.</p>	No later than <b>May 31, 2018</b>

**Section 6 MONITORING AND REVIEW**

**6.1 Task Milestone Dates.** The parties agree to complete their respective obligations under this Cooperative Agreement by the Task Milestone Dates set out in Section 5.1.

Failure by either party to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein shall constitute material breach of this Cooperative Agreement and shall be grounds for the other party to immediately terminate this Cooperative Agreement for cause.

**6.2 Review Meetings.** Commencing with beginning performance of this Cooperative Agreement, the Project Managers shall meet **as needed** to discuss progress made during the performance of this Cooperative Agreement. Meetings may be postponed only on a case-by-case basis by mutual written agreement of the parties.

**6.3 Status Reports.** Prior to each review meeting, each Project Manager shall provide a status report listing:

- o Accomplishments during the previous period,
- o Activities planned for the upcoming period,
- o Tasks completed or Deliverables produced during the previous period,
- o An updated schedule of upcoming Deliverables, and
- o Any problems or concerns encountered since the last meeting

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

**6.4 DNR right to review and observe.** Each party shall have the right to review and observe, at any time, completed work or work in progress. Each party agrees to provide access, upon request and without cost to the other party, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Cooperative Agreement.

**Section 7 COMPENSATION**

**7.1 Sources of Funding.** DNR's source of funding for this Cooperative Agreement is Iowa Code 456A.33B Lake Restoration.

**7.2 Not-to-exceed total amount of Cooperative Agreement.** The monetary contribution by DNR for work performed according to the terms of this Cooperative Agreement shall not exceed **\$93,032.12 (75% of the total)**. Payment by **Story CCB** for work performed according to the terms of this Cooperative Agreement shall not exceed \$31,010.70 (25% of the total). Payment shall be for satisfactory completion of the Statement of Work outlined in this Cooperative Agreement, provided that the parties have complied with the terms of this Cooperative Agreement.

**7.3 Budget.** The budget for this Cooperative Agreement shall be as follows:

**Story CCB Contribution**

<b>Total amount of Story CCB monetary contribution</b>	Not to exceed <b>\$31,010.70*</b>
<b>Total amount of Story CCB in-kind contribution</b>	<b>\$0.00</b>
<b>Total amount of Story CCB contribution</b>	Not to exceed \$31,010.70*

\*DNR shall pay for 75% of the total costs of the project on each invoice, i.e. for each \$1.00 spent, DNR shall pay for \$0.75. All invoices shall reflect the full amount charged for the work and the percentages paid by both Story CCB and DNR.

**DNR Contribution**

<b>Total amount of DNR monetary contribution</b>	Not to exceed <b>\$93,032.12*</b>
<b>Total amount of DNR in-kind contribution</b>	\$0.00
<b>Total amount of DNR contribution</b>	Not to exceed \$93,032.12*

\*DNR shall invoice Story CCB for 25% of the total costs of the project on each invoice, i.e. for each \$1.00 spent, DNR shall invoice Story CCB for \$0.25. All invoices shall reflect the full amount charged for the work and the percentages paid by both Story CCB and DNR.

**7.4 Submission of Invoices**

For work performed by DNR, invoices shall be submitted to **Story CCB** according to the following schedule:

<b>Task</b>	<b>Amount Due</b>	<b>Invoice Due No Later Than</b>
<b>Task 1: Shoreline Stabilization</b>	Not to exceed \$ <b>17,720.11</b>	<b>May 31, 2018</b>
<b>Task 2: Gully Erosion Structures</b>	Not to exceed \$ <b>13,290.60</b>	<b>May 31, 2018</b>

The invoices shall itemize the work performed pursuant to the Cooperative Agreement. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain appropriate documentation necessary to support the fees or charges included in the invoice. The party receiving the invoice shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if that party reasonably believes the invoice is inaccurate or incorrect in any way.

Original invoices to **Story CCB** shall be submitted to:

**Mike Cox  
Director, Story CCB  
56461 180<sup>th</sup> St  
Ames, IA 50010**

**7.5 Payment of Invoices.** DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. If the other party is subject to the provisions of Iowa Code section 8A.514, then the other party shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, neither party shall be entitled to receive any other payment or compensation for any services provided under this Cooperative Agreement.

**7.6 No advance payment.** No advance payments shall be made for any Deliverables provided by Story CCB pursuant to this Cooperative Agreement.

**7.7 Delay of Payment.** If either party determines that the other party has failed to perform or deliver any Deliverable required by this Cooperative Agreement, then compensation may be withheld until such Deliverable is performed or delivered according to the terms of this Cooperative Agreement.

**COOPERATIVE AGREEMENT  
GENERAL CONDITIONS WHEN OTHER PARTY IS A GOVERNMENTAL ENTITY**

**Section 1      COMPLIANCE WITH THE LAW**

The parties shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as suppliers. The parties, and their employees and agents shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. The parties represents that they will comply with all federal, state, foreign and local laws applicable to their performance under this Contract.

**Section 2      TERMINATION**

**2.1 Termination Due to Lack of Funds or Change in Law.** DNR shall have the right to terminate this Contract without penalty by giving sixty (60) days written notice to the Contractor as a result of any of the following:

**2.1.1** The legislature or governor fail in the sole opinion of DNR to appropriate funds sufficient to allow DNR to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of DNR to appropriate funds or funding from a federal source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided; or

**2.1.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by DNR to make any payment hereunder are insufficient or unavailable for any other reason as determined by DNR in its sole discretion; or

**2.1.3** If DNR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

**2.1.4** If DNR's duties, programs or responsibilities are modified or materially altered;

or

**2.1.5** If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects DNR's ability to fulfill any of its obligations under this Contract.

**2.2 Immediate Termination by DNR.** DNR may terminate this Contract for any of the following reasons effective immediately without advance notice and without penalty:

**2.2.1** In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

2.2.2 DNR determines that the actions, or failure to act, of the Contractor, and its agents and employees have caused, or reasonably could cause, any person's life, health or safety to be jeopardized;

2.2.3 The Contractor fails to comply with confidentiality laws or provisions;

2.2.4 The Contractor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete.

**2.3 Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for DNR to declare the Contractor in default of its obligations under this Contract.

2.3.1 The Contractor fails to perform, to DNR's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;

2.3.2 DNR determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

2.3.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;

2.3.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or DNR reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

2.3.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;

2.3.6 The Contractor has engaged in conduct that has or may expose the State or DNR to liability, as determined in DNR's sole discretion;

2.3.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or the Contractor has misappropriated a trade secret, or

2.3.8 Contractor fails to comply with any of the Task Milestone dates contained in this Contract.

**2.4 Notice of Default.** If there is a default event caused by the Contractor, DNR shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in DNR's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, DNR may either:

2.4.1 Immediately terminate the Contract without additional written notice; or,

**2.4.2** Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

**2.5 Termination upon Notice.** Following thirty (30) days written notice, DNR may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to DNR up to and including the date of termination.

**2.6 Remedies of the Contractor in Event of Termination by DNR.** In the event of termination of this Contract for any reason by DNR, DNR shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which DNR is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to DNR under this Contract in the event of termination. However, DNR shall not be liable for any of the following costs:

**2.6.1** The payment of unemployment compensation to the Contractor's employees;

**2.6.2** The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

**2.6.3** Any costs incurred by the Contractor, including, but not limited to, startup costs, overhead or other costs not directly associated with the performance of the Contract;

**2.6.4** Any taxes that may be owed by the Contractor not directly in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

**2.7 The Contractor's Termination Duties.** The Contractor upon receipt of notice of termination or upon request of DNR, shall:

**2.7.1** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, and conclusions resulting there from, or any other matters DNR may require.

**2.7.2** Immediately cease using and return to DNR any personal property or materials, whether tangible or intangible, provided by DNR to the Contractor.

**2.7.3** Comply with DNR's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

**2.7.4** Cooperate in good faith with DNR, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

**2.7.5** Immediately return to DNR any payments made by DNR for services that were not rendered by the Contractor.

**2.8 Rights in incomplete products.** In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other materials prepared by the Contractor under this Contract shall, at the option of DNR, become DNR's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

**Section 3 INDEPENDENT CONTRACTOR**

The status of the Contractor shall be that of an independent contractor. The Contractor, and its employees and agents performing under this Contract are not employees or agents of the DNR. Neither the Contractor nor its employees shall be considered employees of DNR for federal or state tax purposes. DNR will not withhold taxes on behalf of the Contractor. Contractor shall be responsible for payment of all taxes in connection with any income earned from performing this Contract.

**Section 4 CONFLICT OF INTEREST**

The parties agree that they will comply with the provisions of the Iowa Code with respect to Conflicts of Interest.

**Section 5 AMENDMENTS**

This Contract may be amended only by written mutual consent of the parties.

**Section 6 CHOICE OF LAW AND FORUM**

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. If applicable, the parties shall comply with the provisions of Iowa Code section 679A.19 regarding disputes between government agencies of the State of Iowa. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. No provision of this Contract shall be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to DNR, Contractor, or the State of Iowa

**Section 7 SEVERABILITY**

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

**Section 8 ENTIRE AGREEMENT**

This Contract, consisting of the special and general conditions, constitutes the entire agreement between the parties with respect to the subject matter hereof, and the parties acknowledge that they are entering into the Contract solely on the basis of the terms and conditions herein contained and not in reliance upon any representation, statement, inducement or promise, whether oral or written, not contained herein. This Contract supersedes all prior contracts and agreements between the parties for the services provided in connection with this Contract.

**Section 9      ASSIGNMENT AND DELEGATION**

This Contract may not be assigned, transferred or conveyed, in whole or in part, without the prior written consent of the other party. For the purpose of construing this provision, a transfer of a controlling interest in the Contractor shall be considered an assignment.

**Section 10     CONFIDENTIALITY**

The parties agree to comply with applicable Iowa law regarding confidentiality.

**Section 11     WAIVER**

Except as specifically provided for in a waiver signed by duly authorized representatives of the parties, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

**Section 12     CUMULATIVE RIGHTS**

The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

**Section 13     TIME IS OF THE ESSENCE**

Time is of the essence with respect to the performance of the terms of this Contract.

**Section 14     RECORD RETENTION AND ACCESS**

The parties shall maintain books, records and documents according to their respective law with regard to records retention. All parties shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

**Section 15     OBLIGATIONS BEYOND CONTRACT TERM**

This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of DNR and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

**Section 16     SUPERCEDES FORMER CONTRACTS OR AGREEMENTS**

Unless this Contract is an amendment to a Contract entered into between the parties and is designated as such, then this Contract supersedes all prior contracts or agreements between the parties for the services provided in connection with this Contract.

**Section 17**      **RESERVED**

**Section 18**      **SELF-INSURANCE BY THE STATE OF IOWA**

Pursuant to Iowa Code chapter 669, DNR and the State of Iowa are self-insured against all risks and hazards related to this Contract. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Contract.

**Section 19**      **IMMUNITY FROM LIABILITY**

Every person who is a party to the Contract is hereby notified and agrees that the State, DNR, and all of their employees, agents, successors, and assigns are immune from liability and suit for Contractor's and subcontractors' activities involving third parties arising from the Contract.

**Section 20**      **NON-SUPPLANTING REQUIREMENT**

To the extent required by federal or state law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local, and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local, and other non-federal funds.

**Section 21**      **CERTIFICATION REGARDING SALES AND USE TAX**

By executing this Contract, the Contractor certifies that it is either (a) registered with the Iowa Department of Revenue, collects and remits sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code section 423.1. The Contractor also acknowledges that the DNR may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the DNR or its representatives filing action for damages for breach of contract.

**Section 22**      **TAXES**

The State of Iowa is exempt from federal excise tax, and no payment will be made for any taxes levied on Contractor's employees' wages. The State of Iowa is exempt from state and local sales and use taxes on the Deliverables.

**Section 23**      **EQUAL EMPLOYMENT PROVISIONS**

The Contractor has read and understands the provisions in Attachment A, Equal Employment Opportunity, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

**Section 24**      **FEDERALLY-FUNDED AGREEMENTS**

If this Contract is funded by federal monies, then the Contractor has read and understands the provisions of Attachment B, Additional Requirements for Federally-Funded Agreements, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

**Section 25**      **INFORMATION TECHNOLOGY SECURITY**

The Contractor and all Contractor personnel shall comply with Iowa information technology security statutes, rules and policies. By signing this contract, the Contractor acknowledges that

the Contractor has read and understands the provisions of the information technology security policies adopted by the Iowa Department of Administrative Services (DAS) and DNR in effect on the date of signing. These policies are located on the respective agency websites at [www.iowadnr.gov](http://www.iowadnr.gov) and <http://das.iowa.gov/index.html>. The Contractor further agrees to read and abide by any revised DAS and DNR policies, posted on the respective agency websites, only to the extent those policies do not conflict with the contract provisions, that come into effect during the term of this Contract.

**Attachment A**  
**Equal Employment Opportunity**

The Contractor agrees to the following:

**A.1** The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability relates to a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor's business. Such action shall include but not be limited to, the following: 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. The Contractor agrees to post notices, setting forth provisions of this nondiscrimination clause, in conspicuous places available to employees and applicants for employment.

**A.2** The Contractor shall in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability is a bona fide occupation qualification reasonably necessary to the normal operation of the Contractor's business.

**A.3** The Contractor shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order 15 or 1973, Chapter 19B, Code of Iowa, Federal Executive Order 11246 of 1965, as amended by Federal Executive Order 11376 of 1967, and Title VI of the Civil Rights Act of 1964, as amended. The Contractor shall furnish all information and reports requested by the state of Iowa or required by, or pursuant to, the rules and regulations thereof and shall permit access to payroll and employment records by the state of Iowa for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.

**A.4** In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations or requests, this Contract may be canceled, terminated or suspended in whole or in part. In addition, the state of Iowa may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Iowa Civil Rights Act of 1965, as amended, Chapter 216, Code of Iowa, or as otherwise provided by law.

**A.5** The Contractor shall include the provisions of paragraphs A.1 through A.4 hereof in every subcontract, unless specifically exempted by approval of the state of Iowa, so that such provisions shall be binding on each subcontract. The Contractor shall take such action with respect to any subcontract as the state of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the state of Iowa, the Contractor may request the state of Iowa to enter into such litigation to protect the interests of the state of Iowa.

- A.6** In accordance with the provisions of 541 Iowa Administrative Code chapter 4:
- The Contractor or subcontractor is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the department of management, which pertain to equal employment opportunity and affirmative action.
  - The Contractor or subcontractor may be required to have on file a copy of the affirmative action program, containing goals and time specifications. These contractual provisions shall be fully enforced. Any breach of them shall be regarded as a material breach of the Contract.
  - Compliance with the provisions of Iowa Code section 19B.7 and all applicable rules of the department of management prior to the execution of the Contract shall be a condition of the Contract binding upon the Contractor or service provider, its successors, and assignees.
  - Failure to fulfill the nondiscrimination requirements of this Contract or any of the rules and orders may cause the Contract to be canceled, terminated, or suspended in whole or in part, and the Contractor or service provider may be declared ineligible for future state contracts in accordance with authorized procedure or the Contractor may be subject to other sanctions as provided by law or rule.
  - The Contractor may be required to submit to the department of management or the DNR a copy of its affirmative action plan containing goals and time specifications.
  - The Contractor shall be able to demonstrate to the satisfaction of the department of management or the DNR that its affirmative action program is productive.
  - The Contractor may be required to submit reports as requested by the department of management. The department of management may request other relevant information from a contractor at any time.
  - The department of management may undertake a compliance review of the Contractor, and the department of management may take action, as appropriate, to seek to terminate contracts or funding found to be in violation of the rules.

**Attachment B**  
**Additional Requirements for Federally-funded Agreements**

**B.1 Suspension and Debarment.** The Contractor certifies pursuant to 31 CFR Part 19 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

**B.2 Lobbying Restrictions.** The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

**B.3 Pro-Children Act of 1994.** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. The Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

**B.4 Certified Audits.** Local governments and non-profit subrecipient entities that expend \$500,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations." A copy of the final audit report shall be submitted to DNR if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by DNR. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to DNR that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the DNR. See A-133 Section 21 for a discussion of subrecipient versus vendor relationships.

**B.5 Drug Free Work Place.** The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.

**Exhibit A: Construction Documents for Hickory Grove Lake Shoreline Armoring.**

**Project #16-02-85-02**

Due to the size of this file, this Exhibit is incorporated by reference. Complete construction plans are on file at the Iowa Department of Natural Resources' Engineering Offices in Des Moines, IA

## TERMS & CONDITIONS

This Service Agreement is executed by and between One Source The Background Check Company, a Nebraska corporation and Consumer Reporting Agency hereinafter referred to as "CRA" and hereinafter referred to as "End User" and collectively referred to as the "Parties".

**Scope of Agreement.** This Agreement applies to any information services which End User may desire to receive from CRA and which CRA offers to End User. Such information services shall herein be collectively referred to as "Services".

**Consumer Report Information.** CRA makes certain consumer report information available to its End Users who have a permissible purpose for receiving such information in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). Such consumer report information shall herein be collectively referred to as "Consumer Report" or "Reports".

**Compliance with Applicable Laws.** End User understands that federal government, individual states and municipalities may have laws that regulate, ban, or restrict the use of this information and it is up to the End User to identify and comply with such laws. End User certifies awareness of the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). The FCRA creates responsibilities and obligations for the End User. End User understands these obligations and agrees to abide by them.

**FCRA Penalties.** THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CRA UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

**End User Certifications.** End User certifies that it shall request Reports solely for End User's exclusive one-time use and use such information solely for the permissible purpose(s) set forth below in Permissible Purposes and for no other purpose, subject however to the additional restrictions set forth herein. If requested by CRA, and in addition to the general certification set forth herein, End User agrees to, and shall, individually certify the permissible purpose for each Consumer Report it requests. Such individual certification shall be made by End User pursuant to instructions provided from time to time by CRA.

### Permissible Purpose(s):

1. In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or
2. In connection with the underwriting of insurance involving the consumer, or
3. Pursuant to the written authorization of the consumer who is the subject of the Consumer Report. End User certifies that each such written authorization will expressly authorize End User to obtain the Consumer Report, and will contain at a minimum the subject's name, address, social security number (where available) and signature. Nothing in this certification, or elsewhere in this Agreement, is intended to allow End User to purchase Consumer Report for the purpose of selling or giving the Consumer Report, or information contained in or derived from it, to the subject of the Consumer Report, or to any other third party, and End User expressly agrees to refrain from such conduct; or
4. For employment purposes, in which case End User shall request only CRA services expressly designed for employment purposes ("Employment Report").
  - a. If ordering credit history services for Employment Reports:
    - i. End User has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").
    - ii. End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by CRA from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.; or
5. To use the Consumer Report as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of, the credit or prepayment risks associated with an existing credit obligation; or
6. To use the Consumer Report in connection with End User's legitimate business need in connection with a business transaction that is initiated by the consumer, including, but not limited to, tenant screening; or

7. To use the Consumer Report in connection with End User's legitimate business need for the information to review an account to determine whether the consumer continues to meet the terms of the account.

End User may be required to obtain different account codes for each scope of business for which it will procure Reports.

**California Certification.** If End User is a retailer who uses a Consumer Report in connection with in-person credit applications, subject to the California Consumer Credit Reporting Agencies Act and all amendments thereto, then End User shall instruct its employees responsible for receiving in-person credit applications from California consumers, including point of sale applications, to inspect the applicant's photo identification prior to requesting a Consumer Report. End User shall identify to CRA, on the affected inquiry when it requests a Consumer Report for an in-person credit application. Furthermore, End User agrees to provide California Notice of Rights in English and Spanish.

**Vermont Certification.** End User agrees to comply with Vermont law when requesting a Consumer Report on a Vermont resident. End User expressly agrees to obtain the consumer's consent before requesting a Consumer Report to the extent and in the manner required by Vermont law.

**Credentialing.** End User agrees to comply with CRA's obligation to complete due diligence of required credentialing prior to being given access to order and view reports. CRA will work with End User to provide options as it relates to credentialing whenever possible.

**On-site Inspections.** End User agrees to complete an on-site inspection as part of the account activation process and prior to accessing credit reports. As a regulated consumer reporting agency compliance requirement, as an industry best practice and for the additional protection and security of each consumer's personal data and the security of all One Source The Background Check Company End Users, One Source shall perform an on-site inspection of each End User's business premises and perform other such due diligence to credential End User. Please note that the on-site inspection must be scheduled an estimated 3-5 business days in advance of anticipated account activation. On-site inspections may be performed by a third party vendor. Inspectors may take photos as part of the documentation process, not to include confidential business processes or practices. Residential locations will be subject to annual inspections. In the event the End User's principal place of business changes, an additional on-site inspection of the new location must be performed within sixty (60) days of CRA becoming aware of such change. In the cases of re-inspection, End User may incur additional fees for re-inspection. Cancelled inspections may incur cancellation fees.

**Disclosure and Authorization.** End User certifies that it will not request a Consumer Report for the certified permissible purpose, when required by law, unless:

1. A clear and conspicuous disclosure is first made in writing to the consumer before the Consumer Report is obtained, in a document that consists solely of the disclosure that a Consumer Report may be obtained for said permissible purpose;
2. The consumer has authorized in writing the procurement of the Consumer Report; and
3. Information from the Consumer Report will not be used in violation of any applicable federal or state law, equal employment opportunity law or regulation.

**Retention and Destruction.** End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry and make such written authorizations available to CRA upon request. End User understands the retention and destruction practices outlined by the FACTA (Fair and Accurate Credit Transactions Act of 2003) Disposal Rule. CRA will maintain all information used for consumer reports for a term of no less than two (2) years.

**Confidentiality.** All Reports shall be used in a strictly confidential manner. Except as required by law, no information from Reports will be revealed to any other person, except for those whose duty requires they review the information in relation to the permissible purpose for which the Consumer Report was ordered.

The Consumer Report shall be requested by, and disclosed by End User only to End User's designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the Consumer Report in accordance with this Agreement.

**Restricted Access and Security Measures.** End User shall maintain reasonable and appropriate technical security measures. End User agrees to restrict access both in authorization of users and physical security to those with a need to know. Devices used to obtain Reports and Reports, if printed, will be kept in a secure manner. CRA requires that each user have their own username and password. Personally Identifiable Information will only be transmitted in secure, encrypted methods. In the event an Authorized User is no longer responsible for accessing the information, or if End User suspects an unauthorized person has accessed the system, the End User is required to notify the CRA immediately.

**Prohibition on Resale or Reuse of Reports.** End User shall not obtain or use consumer reports for any other purpose other than the permissible purpose certified. End User shall not directly or indirectly, sell, transfer, lease, rent, or disclose the contents of or distribute Reports in whole or in part, alone or in conjunction with End User's own data to any third party, other than to the consumer or in conjunction with a required disclosure. End User shall use Reports solely as an End User, for a single, one time use.

**Scores.** End User will request Credit Scores only for End User's exclusive use. End User may store scores solely for End User's own use in furtherance of End User's original purpose for obtaining the scores. End User shall not use the scores for model development or model calibration and shall not reverse engineer the score. All scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of End User with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of End User who have executed an agreement that limits the use of the scores by the third party only to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the score; (iv) to government regulatory agencies; or (v) as required by law. Note: scores are not allowed for the permissible purpose of employment.

**Audit Rights.** During the term of this Agreement and for a period of three (3) years thereafter, CRA and/or its suppliers, vendors, or their designated representative may conduct reasonable periodic audits of End User's compliance with this Agreement. CRA agrees to provide reasonable notice and coordinate during normal business hours. End User may be required to provide documentation as to their permissible purpose. End User agrees to cooperate fully and promptly in the conduct of any audit as well as promptly correct any discrepancy revealed by such audit.

**Receipt of Required Notices.** End User acknowledges receipt of and certifies has read all required notices required by the FCRA including the *Notice to Users of Consumer Reports*, *Obligations of Users under the FCRA*, *A Summary of Your Rights Under the FCRA* and *Remedying the Effects of Identity Theft*.

**Legal Counsel.** End User acknowledges CRA is not legal counsel and shall seek End User's own legal counsel regarding specific legal responsibilities. End User shall base its screening processes, guidelines and decisions on its own policies and procedures. End User acknowledges that any consultation, training, and forms provided by CRA are provided for informational purposes only.

**Identity Confirmation.** End User is responsible for verification of an applicant/individual's identity.

**Pre-adverse Action.** Required for any Consumer Report for Employment Purposes, recommended for all Consumer Reports. Before taking adverse action in whole or in part based on the Consumer Report, End User shall provide the consumer with a copy of the Consumer Report and shall provide the consumer with a copy of the consumer's rights, in the format approved by the Consumer Financial Protection Bureau ("CFPB"), supplied by CRA as noted in section Receipt of Required Notices, with each Consumer Report. End User is required to wait a reasonable amount of time before taking adverse action. Reasonable amount of time to be determined by End User. CRA agrees to provide sample letter at the bottom of each completed Consumer Report and copy of consumer rights.

**Adverse Action.** End User is strictly prohibited from taking adverse action on an incomplete Consumer Report. For purposes of this Agreement, the term "adverse action" shall have the same meaning as that term is defined in the FCRA. End User further certifies that End User will provide to the consumer to whom the report relates, within 3 business days of taking such action, an oral, written or electronic notification:

1. that adverse action has been taken based, in whole or in part, on a Consumer Report received from CRA;
2. of the name, address and telephone number of the CRA that furnished the consumer report (including a toll-free telephone number 800.608.3645);
3. that the CRA did not make the decision to take the adverse action and is unable to provide to the consumer the specific reasons why the adverse action was taken; and
4. that the consumer may, upon providing proper identification, request a free copy of a report and may dispute with the CRA the accuracy or completeness of any information in a report.

If the consumer requests a copy of a Consumer Report from End User, within 3 business days of receiving the consumer's request, together with proper identification, the End User must send or provide to the consumer a copy of a report and a copy of the consumer's rights. CRA agrees to provide sample letter at the bottom of each completed Consumer Report and copy of consumer rights.

**Representations.** CRA gathers information for Reports through a number of databases that have been developed and are maintained by government agencies, private corporations and other fallible human sources and therefore cannot guarantee or warrant the accuracy or completeness of the information. CRA will investigate disputed information in accordance with FCRA requirements and complete the investigation free of charge. CRA will report back as far as allowed unless there are legal, client, or vendor restrictions. Seven (7) years minimum is the industry standard.

**Mutual Indemnification.** The Parties to include their officers, directors, employees, agents, vendors, and suppliers (collectively "Indemnifying Party") shall indemnify, defend and hold the other Party ("Indemnifying Party") harmless from and against any third party claims, demands, suits, judgements, costs, expenses, damages, and liabilities, including, without limitation, negligence, reasonable attorneys' fees (collectively, Claims), to the extent caused by the Indemnifying Party's failure to comply with the FCRA or other applicable laws. With respect to CRA's liability for any Claim alleging inaccurate or incomplete information, End User shall, prior to taking adverse action based on the Consumer Report, provide CRA with a reasonable opportunity to investigate the disputed information in accordance with CRA's FCRA imposed investigation obligations and deadlines.

If End User engages CRA to perform professional reference checks, End User further agrees to defend, indemnify, and hold CRA harmless from and against all Claims with respect to the content of reference questions that have been customized at End User's request. Each Party's total aggregate liability under this section shall not exceed the Limitation of Liability.

**Limitation of Liability.** The Parties expressly understand and agrees that in no event will total liability to the other Party for any damages, losses, expenses, and claims and/or claim expenses including attorneys' fees exceed the cost of the Consumer Report obtained by End User from CRA.

**Fees and Payment.** End User agrees to pay all fees, related expenses and required taxes agreed upon in pricing schedule within 30 days of invoice. CRA reserves the right to assess late fees for no payment after 30 days and may submit End User to collection agency after 120 days. All fees and interest incurred during past due payments may be subject to additional charges at CRA's discretion. CRA reserves the right to withhold access to information if payment is not received. The Parties have the right to dispute charges in good faith, prior to a Party filing suit or terminating the agreement.

**Marketing.** End User hereby grants CRA the right to use End User's name/logo or likeness in CRA's marketing materials to include but not limited to website, print marketing, and digital marketing.

**Force Majeure.** The obligations of the Parties to perform under this Agreement (other than payment obligations) shall be excused during a reasonable period of delay caused by matters beyond the affected Party's reasonable control, including, without limitation, changes in law, closure or unavailability of universities, courthouses or other sources, power or internet service failure, third party system or service integration failure, war, fire, flood, or other natural disaster.

**End User's Business.** End User certifies that the nature of End User's business is as described by End User in End User's application materials. End User is required to further disclose if they are specifically a private detective, private detective agency, private investigative company, bail bondsman, attorney, law firm, credit counseling firm, financial counseling

firm, credit repair clinic or any type of company involved in credit repair activity, pawn shop (except companies that do only Title pawn), check cashing company (except companies that do only loans, no check cashing), genealogical or heir research firm, dating service, massage service, tattoo service, business that operates out of an unrestricted location within a residence, an individual seeking information for their private use, an adult entertainment service of any kind, company that locates missing children, company that handles third party repossession, underwriting insurance, company seeking information in connection with time shares, subscriptions (magazines, book clubs, record clubs and the like), company or individual involved in spiritual counseling, judgment recovery entities (other than bona fide third party collection agencies), insurance claims, asset location service, foreign company or agency of a foreign government, law enforcement agency, news agency or journalist, or business involving weapons.

**Assignment.** Neither Party shall reassign this Agreement without prior written consent of the other Party; provided, however, that CRA shall have the right to assign or otherwise transfer this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets.

**Governing Law.** This Agreement will be interpreted, construed and enforced according to the laws of the State of Nebraska without regard to its principles of conflicts of law.

**Term.** This Agreement does not obligate End User to utilize services of CRA. This agreement shall be automatically renewed at the end of one (1) year from the date of signing for successive terms unless either Party gives written notice of its intention not to renew thirty (30) days before expiration of the current term. The pricing of any renewed service will be our then-current rates unless CRA agrees to a different rate at that time. Any other changes to the agreement after the initial term, including mid-contract price adjustments may be made with a 30-day written notice.

**Termination.** With just cause, such as violation of the terms of End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects End User's Agreement, CRA may, upon its election, discontinue serving the End User and cancel the agreement immediately.

**Entire Agreement.** This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements, negotiations or understandings whether oral or written, for any service agreement or addendum executed between parties for Reports or Services.

**Counterparts.** This Agreement may be executed in any number of counterparts, each which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronic transmission of the signed agreement shall be legal and binding on all parties.

**Consent and Authority.** By signing below End User certifies that they have direct understanding and knowledge of the facts in this document. Each Party represents that this Agreement has been executed on its behalf by a representative authorized to bind such Party with respect to the undertakings and obligations contained in this agreement.

**APPROVED**      **DENIED**  
Board Member Initials: RS  
Meeting Date: 8-22-17  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_

Closure No. 18-04

Date 8/14/2017

### Resolution

**BE IT RESOLVED**

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Culvert Replacement in Union Twp, Sec 35/36 on On 610th Ave From Hwy 210 south to 335th Street /615th Avenue

Motion by: Olson                      Seconded by: Chitty

Olson	<input checked="" type="checkbox"/>	Aye	Sanders	<input checked="" type="checkbox"/>	Aye	Chitty	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent

  
\_\_\_\_\_  
Story County Board of Supervisors

Closure No. 18-05

Date 8/14/2017

### Resolution

**BE IT RESOLVED**

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Resurfacing in Howard Twp. Sec 2,3,10,11,1 on R-77 from North of Roland to Story County Line

Motion by: Olson Seconded by: Chitty

Olson	<input checked="" type="checkbox"/>	Aye	Sanders	<input checked="" type="checkbox"/>	Aye	Chitty	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent



Story County Board of Supervisors



**STORY COUNTY  
BOARD OF SUPERVISORS  
MARTIN R. CHITTY  
LAURIS A. OLSON  
RICK G. SANDERS**

Story County Administration  
900 Sixth Street  
Nevada Iowa 50201  
515-382-7200  
515-382-7206 (fax)

Consideration of Residents Of Courthouse View Apartments (Phil Page) To Utilize Up To Ten (10) Parking Spots On County Property Effective 8/22/17-8-31/17 During Building Renovations.

**APPROVED**      **DENIED**  
Board Member Initials:   LO    
Meeting Date:   8-22-17    
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_

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

Prepared By: Amelia Schoeneman, Story County Planning and Development, 900 6<sup>th</sup> Street, Nevada, IA 50201 (515) 382-7245

Please return to:  
Planning & Development

**ORDINANCE NO. 262**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF STORY COUNTY, IOWA; AND CHANGING THE BOUNDARIES OF THE DISTRICTS ESTABLISHED AND SHOWN ON SAID MAP AS PROVIDED IN CHAPTER 92 OF THE CODE OF ORDINANCES, STORY COUNTY, IOWA; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS; the Story County Planning and Zoning Commission at their meeting on August 2, 2017, recommended conditional approval of the requested rezoning amendment submitted by Ryan Haaland, 2605 Northridge Parkway, Ames, Iowa, on behalf of Loren F. Donaldson and Nancy Carol Donaldson, 4105 Stone Brooke Road, Ames, Iowa, as referenced in the Official Zoning Map of Story County, Iowa, and identified under the process to change the boundaries of the districts established and authorized by Section 92.06 of the *Code of Ordinances, Story County, Iowa, and as referenced as follows:*

The following described property, under the ownership of by Loren F. Donaldson and Nancy Carol Donaldson, 4105 Stone Brooke Road, Ames, Iowa, subject to conditions of approval as outlined on the attached Conditional Rezoning Agreement (Attachment B), be amended from the A-1 AGRICULTURAL ZONING DISTRICT TO THE A-R AGRICULTURAL RESIDENTIAL DISTRICT

GENERAL PROPERTY LOCATION:

Nevada Township, Section 35, located on the west/north side of 670<sup>th</sup> Avenue, and identified as parcel #11-35-400-250 and as described on Attachment A, and;

WHEREAS; the condition of the rezoning is as follows and as agreed to on the attached Conditional Rezoning Agreement (Attachment B):

The conservation easement's approval and recordation be completed prior to the rezoning taking effect, and;

WHEREAS; all other ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict; and

WHEREAS; this ordinance is in full force and effect from and after its adoption and publication as provided by law.

THEREFORE HEREBY BE IT ORDAINED, that the Story County Board of Supervisors approves Ordinance No. 262 requesting the Story County Zoning Map amendment from the A-1 Agricultural District to the A-R Agricultural Residential District subject to conditions of approval as outlined on the attached Conditional Rezoning Agreement (Attachment B).

Action upon FIRST Consideration: Approved  
DATE: August 15, 2017

Moved by: Chitty  
Seconded by: Olson  
Voting Aye: Chitty, Olson, Sanders  
Voting Nay: None  
Not Voting: None  
Absent: None

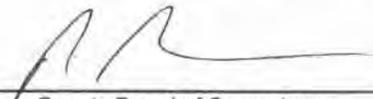
Action upon SECOND Consideration: Approved  
DATE: August 22, 2017

Moved by: Chitty  
Seconded by: Olson  
Voting Aye: Chitty, Olson, Sanders  
Voting Nay: None  
Not Voting: None  
Absent: None

Action upon THIRD Consideration: Waived  
DATE: August 29, 2017

Moved by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_  
Voting Aye: \_\_\_\_\_  
Voting Nay: \_\_\_\_\_  
Not Voting: \_\_\_\_\_  
Absent: \_\_\_\_\_

ADOPTED THIS 22nd day of August, 2017

  
\_\_\_\_\_  
Story County Board of Supervisors

  
\_\_\_\_\_  
ATTEST: County Auditor

**ATTACHMENT "A"**

**Legal Description of Rezoning Area**

Commencing at the South Quarter (S ¼) Corner of Section Thirty-five (35), Township Eighty-three (83) North, Range Twenty-two ( 22), West of the 5th P.M., Story County, Iowa; thence North along the west line of the Southwest Quarter (SW ¼) Southeast Quarter (SE ¼) of said Section Thirty-five (35) 1303.6' to the center of County Road; thence North 89°40'43" East, parallel to and 16.5' South of the North line of the said Southwest Quarter (SW ¼) Southeast Quarter (SE ¼), 1314.1' to the West Line of the Southeast Quarter (SE ¼) Southeast Quarter (SE ¼) of Said Section Thirty-five ( 35) and the True Point of Beginning; thence continuing North 89°40'43" East along the center of County Road and center extended, 312.4'; North 44°22'23" East 192.8'; and, North 29°11'53" East 398.0'; thence, leaving the center of County Road, South 89°37'04" west 643.0' to the west line of the Northeast Quarter (NE ¼) Southeast Quarter (SE ¼) of said Section Thirty-five (35); thence South 0°12'09" East 466.2' to the Northwest Corner of the Southeast Quarter (SE ¼) Southeast Quarter (SE ¼) of said Section Thirty-five (35); thence South 0°12'09" East 16.5' to the True Point of Beginning; subject to road easement, and containing 5.53 acres.

ATTACHMENT "B"

Conditional Rezoning Agreement

We, the undersigned owners of property described on Attachment A and having made a petition to rezone lands from A-1, Agricultural, to A-R, Agricultural-Residential, do hereby consent and agree as conditions of rezoning to the following:

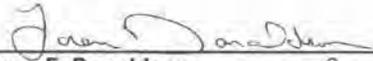
1. The conservation easement's approval and recordation be completed prior to the rezoning taking effect.

It is acknowledged that these conditions are binding to the property owner, heirs and assigned until released by Ordinance by the Board of Supervisors of Story County, Iowa.

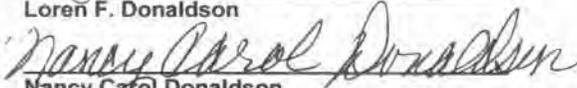
This agreement is made pursuant to Chapter 335.7, Code of Iowa.

August 15, 2017  
August 22, 2017  
August 29, 2017

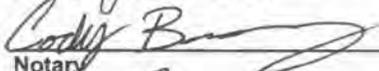
First Consideration of Ordinance No. 159  
 Second Consideration of Ordinance No. 159 (unless waived)  
 Third Consideration of Ordinance No. 159 (unless waived)

  
 \_\_\_\_\_  
 Loren F. Donaldson

Aug 10, 2017  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Nancy Carol Donaldson

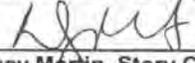
Aug 10, 2017  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Notary

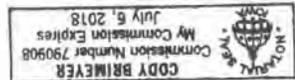
Aug 10, 2017  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Rick Sanders, Chairperson

8-22-17  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Lucy Martin, Story County Auditor

8-22-17  
 \_\_\_\_\_  
 Date



# Staff Report

Story County  
Board of Supervisors

**Date of Meeting:**  
August 15, 2017

## **Case Number REZ05-17**

Story County Zoning Map Amendment Request from the A-1 Agricultural District to the A-R Agricultural Residential District for a 4.75 net-acre parcel located at 27587 670<sup>th</sup> Avenue in Section 35 of Nevada Township. If the rezoning is granted, the applicants propose to construct a single-family dwelling on the approximately three-acre southwestern portion of the property and to place the remaining two-and-a-half acres into a perpetual conservation easement. The current A-1 District requires a minimum lot size of 35 net-acres to construct a single-family dwelling (with exceptions). The current A-1 District designation is not compatible with the parcel as the district is tailored to high-value agricultural parcels in production. The minimum lot size for a dwelling in the A-R District is one acre, and thus the proposed dwelling would be permitted if the proposed rezoning were granted. The A-R would allow for a more productive use of the parcel given the parcel's low agricultural value and high conservation value. The A-R District is also compatible with the parcel's Future Land Use Designation on the *Story County Cornerstone to Capstone (C2C) Comprehensive Plan*. At their August 2, 2017 meeting, the Planning and Zoning Commission recommended approval of the request with the condition that the rezoning is contingent on the approval of the conservation easement.



## **APPLICANT:**

Ryan Haaland  
Davis Brown Koehn Shors and Roberts P.C.  
2605 Northridge Parkway, Ames, Iowa, 50010

## **PROPERTY OWNER:**

Loren and Nancy Donaldson  
4105 Stone Brooke Road, Ames, Iowa, 50010

**STAFF PROJECT MANAGER:** Amelia Schoeneman, Planner



---

**Property Information**

---

**GENERAL PROPERTY LOCATION**

27587 670<sup>th</sup> Avenue in Section 35 of Nevada Township

**LEGAL DESCRIPTION OF THE PARCEL**

Commencing at the South Quarter (S ¼) Corner of Section Thirty-five (35), Township Eighty-three (83) North, Range Twenty-two ( 22), West of the 5<sup>th</sup> P.M., Story County, Iowa; thence North along the west line of the Southwest Quarter (SW ¼) Southeast Quarter (SE ¼) of said Section Thirty-five (35) 1303.6' to the center of County Road; thence North 89°40'43" East, parallel to and 16.5' South of the North line of the said Southwest Quarter (SW ¼) Southeast Quarter (SE ¼), 1314.1' to the West Line of the Southeast Quarter (SE ¼) Southeast Quarter (SE ¼) of Said Section Thirty-five ( 35) and the True Point of Beginning; thence continuing North 89°40'43" East along the center of County Road and center extended, 312.4'; North 44°22'23" East 192.8'; and, North 29°11'53" East 398.0'; thence, leaving the center of County Road, South 89°37'04" west 643.0' to the west line of the Northeast Quarter (NE ¼) Southeast Quarter (SE ¼) of said Section Thirty-five (35); thence South 0°12'09" East 466.2' to the Northwest Corner of the Southeast Quarter (SE ¼) Southeast Quarter (SE ¼) of said Section Thirty-five (35); thence South 0°12'09" East 16.5' to the True Point of Beginning; subject to road easement, and containing 5.53 acres.

**PARCEL IDENTIFICATION NUMBER**

11-35-400-250

**PARCEL SIZE**

4.75 net-acres

**CURRENT ZONING**

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 Natural Resource Area.

**CURRENT LAND USE**

The property is not in agricultural production and contains woodlands that are connected to the Gladys Leui Preserve and greater Indian Creek Watershed. There is also floodplain on the property from a branch of Indian Creek. Three accessory structures are located on the property, one of which the applicant has indicated is "used as a camping shelter in the past, but is not used as a dwelling. . ." The primary classification of the parcel and land use is agricultural dwelling and the assessor indicates that the occupancy of the camping shelter building is a single-family dwelling. Story County Planning and Development has no records regarding the conversion into a dwelling, however, there is a permit on record for the initial construction of the accessory structure in 1981. The Story County Land Development Regulations define a dwelling as "any building or portion thereof which is designed or used exclusively for residential purposes but not including a tent, cabin, trailer or mobile home." The rezoning would permit the applicant to have a full-time residence on the property, rather than a converted, temporary residence/camping shelter.

**CITIES WITHIN TWO MILES**

None



---

## Background

---

### Proposed Use

The applicant proposes to re-zone the 4.75 net-acre parcel located at 27587 670<sup>th</sup> Avenue in Section 35 of Nevada Township. The proposed rezoning is from the A-1 Agricultural District to the A-R Agricultural Residential District to accommodate a single-family dwelling and to place the remainder of the property (approximately 2.5 gross acres) into perpetual conservation easement with the Story County Conservation Board. The request to re-zone from the A-1 to the A-R District is related to the minimum lot size required for a single-family dwelling in the districts. Single-family dwellings are principle permitted uses in both districts. However, the minimum required lot size for a dwelling differs between the districts. In the A-R District, the minimum lot size is one-acre, as opposed to the 35-acre requirement for the A-1 District (with exceptions). The rezoning of the 4.75 net-acre parcel to the A-R District would make the parcel buildable for a single-family dwelling. The minimum required lot size is larger in the A-1 District as the district's intent is to preserve the county's rural character and prevent the development of agricultural land. Other principle permitted uses in A-R District include parks, cemeteries adjacent to or an extension of existing cemeteries, stables, private and public and riding academies and clubs, and family homes. The A-1 District essentially allows the same uses, with the exception of family homes, and addition of agriculture-crop and/or livestock production.

The dwelling is proposed to be located in the southwestern portion of the property on approximately three acres. The three accessory buildings on the property will also be located in this area. The property is not in agricultural production and no land will be taken out of production to accommodate the dwelling. The parcel has an existing driveway—because of the curve in 670<sup>th</sup> Avenue, any new proposed driveway will need to be reviewed by the Story County Engineer. 670<sup>th</sup> Avenue is a gravel road. The Central Iowa Water Association serves the adjacent parcel to the east across 670<sup>th</sup> Avenue. The parcel is located in Marshall County REC electric utility territory. The soils where the house is proposed to be located are moderately suited for the construction of a dwelling and septic system, according to the Story County Soils Survey.

The conservation easement area will include the C2C Plan-designated Natural Resource Area, floodplain, and other woodlands on the parcel. The draft easement document and draft map of the easement area are attached. The approximately 2.5-acre conservation easement will enhance the conservation value of the adjacent Gladys Leui Preserve, located to the north of the subject property. Story County Conservation owns the preserve. The preserve includes a prairie and woodlands and does not have public trails, allow public hunting, or have other recreation improvements. There is a parking area. The conservation easement was conceptually approved by the Story County Conservation Board at their May 8, 2017 meeting and will be brought back for final approval if the rezoning is granted. Story County Conservation staff supports the easement.

### History

The existing 4.75 net-acre parcel was created in 1979 when the parent parcel was spilt on either side of 670<sup>th</sup> Avenue. The area has been zoned A-1 Agricultural since the adoption of the 1958 Zone Plan. In accordance with the Story County Land Development regulations, the minimum lot size in the A-1 District for a single-family dwelling is 35 acres. Based on past and current research, the parcel does not meet this size requirement nor any of the exceptions to the 35-acre minimum lot



size for a single-family dwelling in the A-1 Agricultural District, as listed in the Bulk Requirements Chapter 86.04 (5)(A)(3):

- (1) If the parcel is considered a legally established lot-of-record, it may be built upon regardless of size.
- (2) If the parcel contains a farmstead and is legally divisible from the remainder of the farm land, the requirement is a minimum of one acre (net).
- (3) In areas designated on the Story County Development Plan as Agricultural Conservation Area; Cooperative Planning Area-Tier One, Tier Two and Tier Three for areas in which an urban fringe plan and associated intergovernmental agreement has not been adopted; or areas designated Agricultural and Farm Service on the Ames Fringe Area Plan, the parcel is evaluated by the L.E.S.A. system and identified as being low-to-moderate value agricultural land, a minimum lot size of one acre (net) as defined in Table 86-1, (SA Score of 172 or less and LESA score of 266 or less).
- (4) If the parcel has been created through a residential parcel subdivision.

Staff conducted a LESA analysis and the parcel was assigned a high LESA score (SA: 193 LESA: 251) due to its location approximately four miles from Nevada, Colo, Collins, and Maxwell. This score is similar to the results of previous LESA analyses. The parcel became of record on February 26, 1979. However, it did not meet the exception in place at the time to allow a single-family dwelling on a minimum of one-acre (if 75% or more of the property had a Corn Suitability Rating less than 61) and therefore the lot of record exception. No evidence of farmstead was found.

In 1990, a previous owner of the parcel applied for a variance to the lot size requirements of the A-1 Agricultural District. The Board of Adjustment denied the appeal citing that it “does not meet the spirit of the Zoning Ordinance in that the tract was originally created in nonconformance to the Ordinance, and, in applying LESA, the tract still is not in conformance with the Ordinance” for the purpose of constructing a single-family dwelling.

### **C2C Plan**

The subject property is designated Agricultural Conservation Area and Natural Resource Area on the C2C Comprehensive Plan Future Land Use Map (see Figure 1). The area currently designated as Natural Resource Area on the Future Land Use Map is approximately 2.76 acres and located in the northeastern portion of the parcel where the woodlands and floodplain area are located. Figure 1 also shows that all adjacent parcels are designated as Natural Resource Areas or Agricultural Conservation Areas in the C2C Plan Future Land Use Map.

Natural Resource Areas are described in the C2C Plan as “Natural areas, floodplains, green spaces, and parks help create open space linkages between the countryside and communities and make up this designation. The Future Land Use Map identifies certain natural features in the county in order to preserve unique habitats, natural or sensitive areas, as well as open and recreational spaces.” The proposed rezoning, through the planned conservation easement, preserves sensitive areas and floodplain.

Agricultural Conservation Areas are described in the C2C Plan as “these areas encompass large areas of highly valuable farmland, with farming and agricultural production as the primary activity.” While further discussed below, the parcel has never been in agricultural row crop production and is of low agricultural value.



The Zoning Compatibility Matrix for the Future Land Use Designations shows that the Agricultural Conservation Area is compatible with the A-1 Agricultural, A-2 Agribusiness, and A-R Agricultural Residential Districts. The Natural Resource Area is compatible with the GB-C Greenbelt-Conservation District and R-C Residential/Conservation Design Overlay Districts. Staff reviewed the option to rezone the area designated as Natural Resource Area to the Greenbelt Conservation District. Permitted principle uses in this district include:

- Agriculture, but not including clear cutting of naturally occurring tree cover.
- 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.
- Livestock grazing, but not including feedlots and poultry farms.
- Sustained yield forestry.
- Wildlife preserves.
- Soil and water conservation.
- Drainage and water retention, water measurement, and water control facilities. (Ordinance No. 184)
- Recreational uses such as canoeing access, boat launching ramps, swimming areas, primitive camping, hiking, horseback riding trails and similar open space uses.
- Parking in conjunction with permitted uses.
- Cultural/historic restoration.

Staff concluded the parcel was not compatible with the agricultural uses permitted in the Greenbelt Conservation District and that the conservation easement was more restrictive than the district. Further, the recreation uses permitted may not be compatible with the current use of the Gladys Leui Preserve. The proposed conservation easement does not permit development, including agricultural production, in the easement area and essentially limits the use to conservation and low-impact activities. The easement also allows the Story County Conservation Board to have approval over certain uses. The enactment of the conservation easement is contingent on permitting the rezoning to the A-R District.

The use of a conservation easement instead of a rezoning to the Greenbelt Conservation District is consistent with C2C Plan Principle 3 for the Natural Resource Area Designation 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.” Other principles for the district include:

*Principle 1: Generally discourage development within these areas. In unique circumstances where appropriate development types may enhance the area, recognize and encourage such approaches.*

*Principle 2: Mitigate impacts of proposed development contiguous to areas identified as Natural Resource Area.*

*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.*

Principles for the Agricultural Conservation Area include:



*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.*

*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.*

*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.*

*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.*

*Principle 5: Promote the continued health of agriculture through an ongoing planning process to identify partnerships and develop voluntary, incentive-based programs and strategies.*



Figure 1: C2C Plan Future Land Use Map for Subject Property

### Site and Surrounding Area

The site is currently in woodlands and has several accessory structures. Based on review of historic aerial photos, and as illustrated in the photo from 1950 in Figure 3, the property has never been in agricultural row crop production. Six of the seven adjacent properties currently have all or a portion of in agricultural row crop production. The adjacent parcel not in agricultural production is the Gladys Leui Preserve, located to the north of the subject property. The subject property and all adjacent properties are zoned A-1 Agricultural. There is one adjacent property with a dwelling to the east of the subject property. Two of the adjacent properties meet either the 35-acre requirement for the construction of a single-family dwelling within the A-1 Agricultural District or the farmstead exception to the minimum size requirement and the Planning and Development Department could issue a zoning permit for the construction of a single-family dwelling on the parcels. Of the four adjacent properties without dwellings and that are not buildable, one is the Gladys Leui preserve, two are in agricultural production (row crops), and one contains the accessory structures related to a farming operation/adjacent dwelling and a small area in row crops.



*Figure 2: 1950 Aerial Photo of Subject Property and Surrounding Area. Source: Iowa State University Geographic Information Systems Support & Research Facility.*

The land located within one mile of the area is used as follows:

- 95% is in agricultural use
- 3% is for agricultural dwellings/agricultural use
- 1% is for residential use
- 1% is for commercial use
- There are fifteen dwellings total within one mile, not including the subject property

Regarding the agricultural productivity of the subject property and surrounding land use, the subject property has a relatively low corn suitability rating (CSR) due to soils, slopes, and floodplain. The CSR is based on the U.S. Department of Agriculture's Natural Resource Conservation Service's soil survey for Story County. The CSR ranges in value from 5-100 where a rating of 100 is

the most productive soil and five (5) is the least productive. The subject property is assigned a CSR of 58. The average CSR for Story County is 82.25, according to the county's site value data. Figure 3 shows the CSR of surrounding properties. Of the adjacent properties, the subject property has the lowest CSR. Other sites that include the woodlands and Natural Resource Areas have similarly low CSRs.

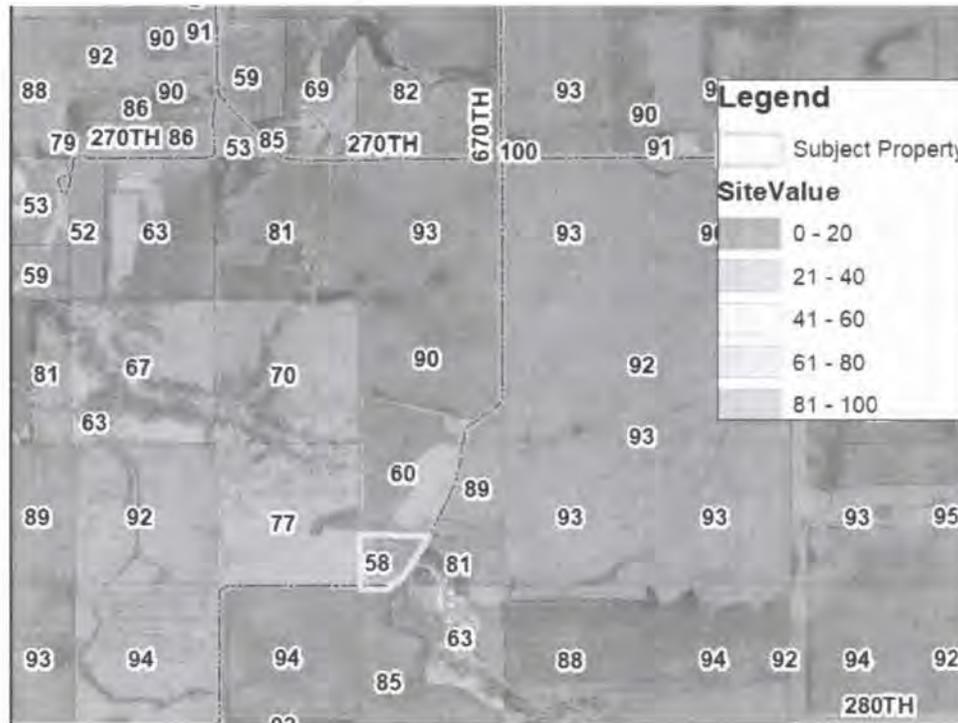


Figure 4: Properties by Crop Suitability Rating.

Figure 5 is a map of the properties within a half mile by the buildability of the property for a single-family dwelling or existence of a single-family dwelling. There are 27 properties total within a half mile. There is one dwelling within a half mile, which is the dwelling located on the adjacent parcel to the east. There are 18 parcels that meet the 35-acre requirement for the construction of a single-family dwelling within the A-1 Agricultural District or the farmstead exception to the minimum size requirement for which the Planning and Development Department could issue a zoning permit for the construction of a single-family dwelling.

Figure 5 also identifies parcels with CSRs under 80. Of the five properties within a half mile of the property with CSRs under 80 (not including the subject property), three are buildable for single-family dwellings. Of the two that do not contain dwellings, one is the Gladys Leui Preserve, and one contains the accessory structures related to a farming operation/adjacent dwelling and a small area in row crops. The subject property is in the least productive use of these two properties because of its current zoning designation and lack of suitability for agriculture.

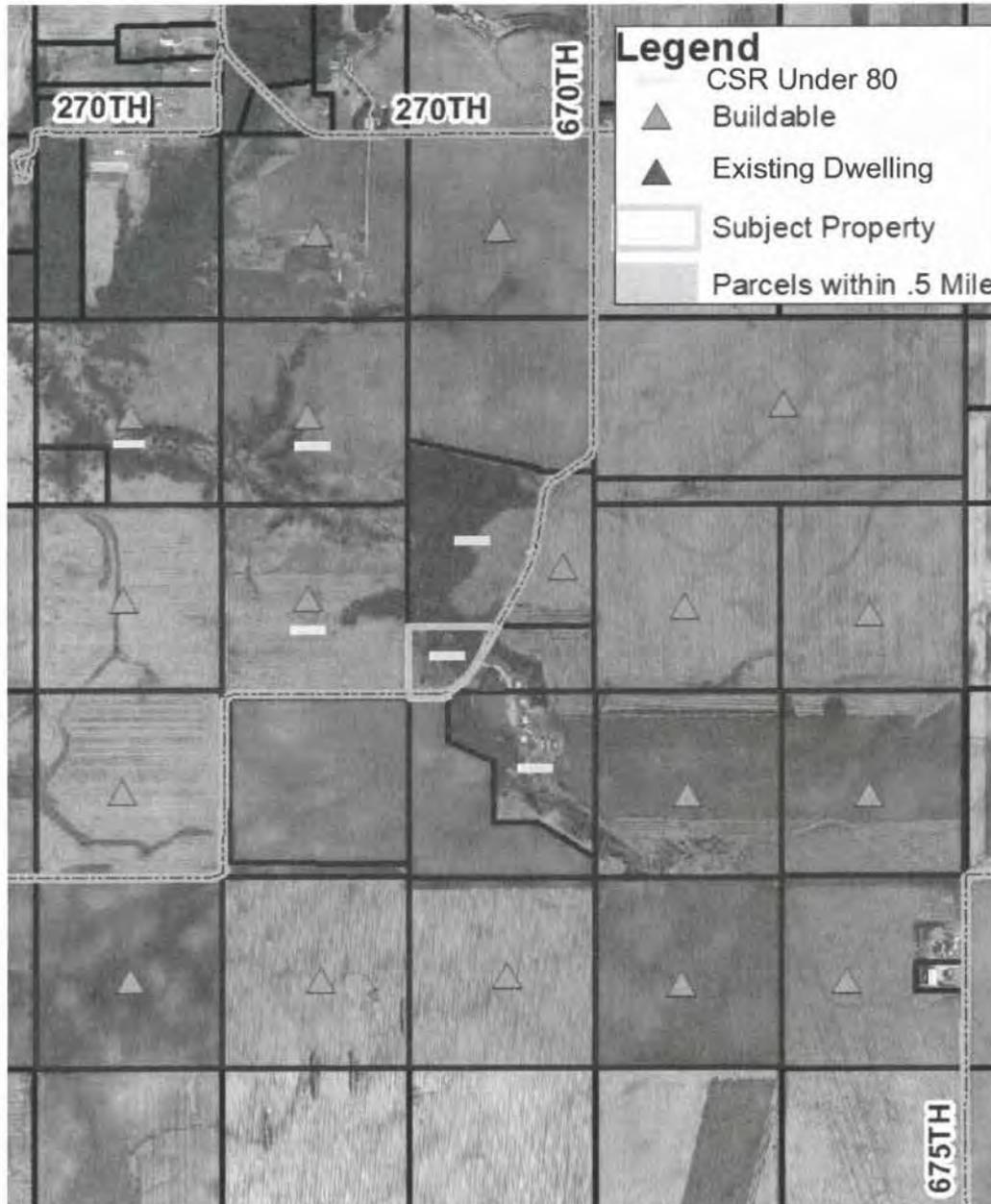


Figure 5: Properties by Buildability and Existence of a Dwelling within a Half Mile.



---

**Analysis**

**Rezoning Standards of Approval**

According to Section 92.06(2) of the *Story County, Iowa Code of Ordinances*, applicable standards for approval include:

**1. The proposed rezoning shall conform to the Story County Development Plan (C2C).**

**Applicant Response:** The County reclassifying the Property and permitting Loren and Nancy to construct a single-family dwelling on the Property will not detract from the Property's current and future intended uses pursuant to the C2C. In fact, reclassification of the Property will only further the current and future intended use of the Property, as it will result in two good stewards of the land living on the Property full time, and also result in the execution of the proposed conservation easement. In short, even though the Property will potentially carry a different zoning classification, reclassification will guarantee that the Property retains its conservation and natural resources character into perpetuity

**Staff Comment:** The request does not include an amendment to the C2C Future Land Use Map as the Zoning Compatibility Matrix for the Future Land Use Designations shows that the Agricultural Conservation Area is compatible with the A-R Agricultural Residential District. Given the low agricultural value of the property and that the property has never been in an agricultural use, the A-R Designation would be compatible with the C2C Plan and its principles and would allow for a better, more productive use of the property in a conservation easement and with a single-family dwelling.

Further, the requested rezoning meets several principles for the Agricultural Conservation and Natural Resource Areas outlined in the C2C Plan. Principles for the Agricultural Conservation Area designation include:

*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.*

*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.*

These principles are met as the subject property has a low CSR (58) and has never been in row crop production.

Further, principle four is met as the proposed rural residence would not disturb agricultural land and a conservation easement is proposed to ensure compatibility with the Story County Conservation Board owned land/preserve on the adjacent property to the north. Principle four is as follows:

*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.*



The subject property is also located in the Natural Resource Area. Principle 3 for this designation is:  
*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 applicant has met this principle through the conservation easement proposed as part of the request. The easement would be more restrictive than the Greenbelt Conservation District zoning.

Additionally, the survey results from the C2C plan indicate a need for more single-family homes and conservation opportunities. Regarding housing, in response to the question "please share your opinions about the types of new housing and housing improvements needed in Story County," "single family housing is needed" was the third most popular response (with 81.26% of respondents in agreement) after affordable housing and improving existing housing.

However, most respondents, in regards to the statement "since 1977, Story County has used a 35-acre minimum lot size requirement in the A-1, Agricultural Zoning District for the construction of a new non-farm single family dwelling with the goal of preserving farm ground from development. Is this regulation achieving its goal, and/or does it need to be altered," indicated they were unsure. The next largest group of respondents (21.57%) indicated they agreed but that it needed to be altered. However, concerns were expressed over increasing sprawl into rural areas and impacting agricultural and Natural Resource Areas. In the case of this rezoning proposal would not negatively affect natural or agricultural areas given the conservation easement and low agricultural value of the land.

"Improving recreational facilities" was the number one answer to the C2C plan question "please indicate changes you think would improve the quality of life in Story County (please check up to four)." While Gladys Leui Preserve is not necessarily a recreation facility, one respondent to the question suggested that the county should "make the agriculture here more sustainable and put more land not suitable for row crops into permanent conservation uses." The rezoning proposal would accomplish this through the conservation easement.

Regarding the question "In your opinion, current environmental policies and regulations in Story County adequately protect the following environmental areas from damage or disruption", 7.23% of respondents indicated they strongly agreed with the statement in regards to forests and woodlands and 9.13% strongly agreed with the statement for prairies. Most respondents agreed with the statement for prairies and forests/woodlands. Most respondents were concerned about development in and protection of floodplains, which in the case of the proposed rezoning would be placed in the proposed conservation easement area.

**2. The proposed rezoning shall conform to the Statement of Intent for the proposed district and district requirements.**

The statement of intent for the A-R district is:

*The A-R Agricultural Residential District is designed to provide for single-family detached dwellings with limited activities interrelated with agricultural uses at a rural density. Community facilities and open-space uses that serve the residents may also be included in the layout of subdivisions within this district with special provisions to protect the rural 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 Story County Development Plan.*

**Applicant Response:** The intended dwelling will certainly be an isolated structure on this particular parcel. Loren and Nancy are not intending, nor are they interested in subdividing the property into multiple residential lots. However, the construction of a single dwelling on this parcel is not incompatible with surrounding land uses. As delineated in the initial correspondence, the majority of the parcel will be put into a conservation easement with Story County Conservation. Additionally, construction of a dwelling will not remove any land from agricultural use. The parcel is not conducive to row crop farming, and to our knowledge has never actually been employed for row crop farming purposes, current zoning designations notwithstanding.

**Staff Comment:** Regarding statement that “this District is not intended to permit isolated rural dwellings incompatible with surrounding land uses and not in conformance with the Story County Development Plan,” the adjacent parcel to the east has an existing single-family dwelling. The Planning and Development Department could issue a zoning permit for the construction of a single-family dwelling on two of the seven adjacent parcels as they meet minimum size requirements or exceptions to size requirements. The rezoning would not be incompatible with surrounding land use as the subsequent conservation easement would enhance the conservation value of the Gladys Leui Preserve and no agricultural land will be taken out of production. Further, the A-R District is considered a compatible zoning district with the C2C Plan’s Future Land Use Designation of the subject property as an Agricultural Conservation Area.

Of the 474 parcels zoned A-R in the county, 401 or 84.5% are in subdivisions. Eight are zoned A-R and are not adjacent to other parcels with the same zoning designation. The remaining 65 parcels are not part of subdivision but are adjacent to other parcels in the A-R District. The applicants have no intent of further dividing the property or building additional dwellings (although the minimum lot size for a single-family dwelling in the A-R District is one acre and the parcel could potentially be further divided if the rezoning were granted.)

Of the eight parcels in the county that are zoned A-R residential and are not adjacent to other parcels with the same zoning designation, five were rezoned with the intent to allow for further divisions of the parcels but the subdivisions did not occur or were denied. Two parcels were downzoned from the R-1 or R-2 zoning districts to allow for the property owners to keep horses on the parcels, which was considered to better meet the intent of the County Development Plan. One parcel was rezoned to A-R as the parcel contained a 100-year-old home and had been zoned in a commercial district. While the parcel would be considered an up zoning, given the high conservation value and low agricultural value of the parcel the proposed rezoning request would allow for the most productive use of the parcel and better achieve the C2C Plan’s goals for the preservation of natural resources and high-value agricultural lands. Also given the parcel’s low value as agricultural land, it is more compatible with the A-R District than the A-1 District.

- 3. The proposed rezoning shall be compatible with surrounding land uses and development patterns.**



**Applicant Response:** While Loren and Nancy do intend to construct a home on the Property, for all intents and purposes, they are committed to retaining the Property's conservation character. Indeed, their desire is to actively enhance the current state of the property, to preserve its natural aspects to the extent possible, as has been their past practice. For example, Loren and Nancy have spent countless hours on the Property removing invasive plant and tree species as well as undertaking steps to prevent soil erosion. They have also generally maintained the land for the past 22 years even though they have not had the benefit of being able to build a house on the Property. Additionally, in line with their past conservation efforts, over the past four months Loren and Nancy have worked with Story County Conservation to place the portion of the Property not needed for dwelling purposes into a perpetual conservation easement . . . Upon execution, this conservation easement will ensure that the portion of the Property placed under its control will be forever protected.

**Staff Comment:** The adjacent parcel to the east has an existing single-family dwelling. Two of the seven adjacent parcels are buildable for a single-family dwelling. The conservation easement would enhance the conservation value of the Gladys Leui Preserve and is part of the greater Indian Creek Watershed. No agricultural land will be taken out of production.

- 4. **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 area currently designated as Natural Resource Area on the Future Land Use Map found in the C2C Comprehensive Plan is 2.76 acres, which is equal to 52.17% of the gross area of the property. Staff recommends that the conservation easement's approval and implementation be a condition of the rezoning request to meet this standard.

- 5. **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:** The parcel was assigned a LESA score of 251, meeting this threshold. The LESA threshold for a rezoning is differs from the exception to the 35-acre minimum size requirement to build a house in the A-1 District. The exception requires a SA score of 172 or less in addition to a LESA score of 267 or less. The LESA score combines the CSR or site value with the SA score (which assesses locational factors and other factors). Since the site value is low (58), the overall score meets the threshold to permit a rezoning even though the SA score did not meet the LESA exception to the 35-acre minimum size requirement.

**Comments**

The following comments are part of the official record of the proposed **Story County Zoning Map Amendment, Case No. REZ05-17**. If necessary, conditions of approval may be formulated based off these comments.



**Comments from the Conceptual Review Team**

A conceptual Review meeting was held for the proposed rezoning and minor subdivision on March 16, 2016. The following are comments that were provided by the Conceptual Review Team:

Story County Assessor's Office:

*The Assessor's Office will review the improvements made to the site for the 1/1/2018 assessment.*

Story County Environmental Health Department:

*Soil/site review & apply for septic system permit are needed.*

*Well may need to be plugged if setbacks to septic system cannot be met (50 ft. to septic tank; 100 ft. to lateral/dispersal field) . . . Contact this department prior to any plugging. Plugging to be done by either the homeowner or a certified well contractor.*

Story County Engineer:

*Any new driveways will require a permit from our office. Sight distance could be an issue near the curve.*

Story County Planning and Development Department:

Section 92.06 of the Story County Land Development Regulations requires a legal description be submitted for the area to be rezoned if a rezoning request is not for an entire parcel.

**Comments from the General Public**

Notice letters were sent to property owners within ¼ mile of the proposed rezoning July 24, 2017 and August 7, 2017. A legal notice was published in the Ames Tribune, Nevada Journal, and Story County Sun on July 27, 2017 and August 10, 2017. A development proposed sign was place on the property.

*Planning and Development has received no comments at the time of the writing of this report and there were no public comments at the August 2, 2017 Planning and Zoning Commission meeting.*

---

**Planning and Zoning Commission Recommendation**

**At their August 2, 2017 meeting, the Planning and Zoning Commission recommended conditional approval of the rezoning request.** The commission had several questions regarding the compatibility of the rezoning that staff has further researched. The commission asked about the impact of the rezoning on the LESA scores of adjacent parcels. While the rezoning would lower surrounding LESA scores, none would meet the threshold to become buildable under the 35-acre minimum in the A-1 Agricultural District as a result. Two of the adjacent parcels currently meet the LESA score threshold to be rezoned, and would continue to meet that threshold if the requested rezoning were approved. One of these parcels is the Gladys Leui Preserve. The other contains a small area in row crop production and accessory structures related to agricultural production on adjacent parcels under the same ownership. Any rezoning would need to be compatible with the C2C plan and surrounding parcels.

Additional points of analysis the Planning and Zoning Commission considered:



1. The parcel is not of high agricultural value or in agricultural production. The rezoning to the A-R District and accompanying conservation easement would allow for a more productive use of the parcel than the current A-1 District.
2. The rezoning request is unique from other potential A-1 District to A-R District rezoning requests. The subject property has the lowest CSR of adjacent properties and it has never been in row crop production. Six of the seven adjacent parcels have some portion of the properties in agricultural production. The Gladys Leui Preserve is the exception and it is owned by Story County Conservation.
3. The planned conservation easement also makes the rezoning unique and ensures compatibility with the preserve. The conservation easement is more restrictive than the Greenbelt Conservation District zoning, which is identified by the C2C Plan as a compatible zoning district for a Natural Resource Area. The conservation easement also enhances a public good, the Gladys Leui Preserve and greater Indian Creek Watershed, and ensures the rezoning benefits more than the property owner.
4. The proposed use conforms to the Statement of Intent and permitted uses in the A-R District. The property would not be an isolated dwelling or incompatible with surrounding properties.
5. The proposed rezoning conforms to the Story County C2C Comprehensive Plan, as the A-R District is a compatible zoning district with the Agricultural Conservation Area designation. The rezoning meets principles to conserve land with a high agricultural value given the low agricultural value of the subject property. The request also meet principles of the C2C Plan's Natural Resource Area designation through the planned conservation easement.

---

#### Conditions of Approval

According to Section 92.06(4) of the *Story County, Iowa Code of Ordinance's*, as a part of an ordinance authorizing an amendment, supplement or change in a district, or from one district to another district, the Board of Supervisors may impose conditions on a property owner, heirs and assigns, which are in addition to existing regulations if the additional conditions have been agreed to in writing by the property owner before the required public hearing or any adjournment of the hearing regarding the third consideration of the application.

***At their August 2, 2017 meeting, the Planning and Zoning Commission recommended the following condition:***

1. The conservation easement's approval and recordation be completed prior to the rezoning taking effect.

---

#### Alternatives

The Story County Board of Supervisors may consider the following alternatives:

1. The Story County Board of Supervisors approves the proposed Story County Zoning Map Amendment from the A-1 Agricultural District to the A-R Agricultural Residential District as put forth in case REZ05-17.
2. **The Story County Board of Supervisors approves the proposed Story County Zoning Map Amendment, subject to the below condition, from the A-1 Agricultural District to the A-R Agricultural Residential District as put forth in case REZ05-17:**  
**The conservation easement's approval and recordation be completed prior to the rezoning taking effect.**
3. The Story County Board of Supervisors denies the proposed Story County Zoning Map Amendment from the A-1 Agricultural District to the A-R Agricultural Residential District as put forth in case REZ05-17.



4. The Story County Board of Supervisors remands the proposed Story County Zoning Map Amendment from the A-1 Agricultural District to the A-R Agricultural Residential District as put forth in case REZ05-17 back to the applicant and/or staff for additional information, and directs staff to place this item on the August 22, 2017 Story County Board of Supervisors Agenda.



**Applicant**

*If the Applicant is not the Property Owner, please attach consent and authority of the Property Owner for you to apply on his/her behalf.*

(Last Name) Donaldson (First Name) Loren & Nancy  
 (Address) 4105 Stone Brooke Rd. (City) Ames (State) IA (Zip) 50010  
 (Phone) (515) 231-1390 (Email) \_\_\_\_\_  
 (Property Address) 27587 670th Ave., Maxwell, IA 50161 (Parcel ID Numbers) 1135400250

**Code of Ordinances (Text)**

**County Development Plan**

**Official Zoning Map (Rezoning)**

Section: \_\_\_\_\_  
 Current Designation: \_\_\_\_\_  
 Proposed Designation: \_\_\_\_\_

Current District: A-1  
 Proposed District: A-R

- Filing Fee: \$325
- Digital copy of all materials
- Attend conceptual review meeting
- Proposed text language showing red-lines & strikeouts of the proposed changes
- Written narrative explaining justification for proposed amendment and conformance to the standards for approval outlined in Section 92.07(2) of the Story County Code of Ordinances

- Filing Fee: \$350
- Digital copy of all materials
- Attend conceptual review meeting
- Legal description of area
- Written narrative explaining existing and proposed plan designations, as well as justification for amendment
- Site Context Map showing the relationship of the amendment area to natural and human made features existing within one thousand (1,000) feet of the site

- Filing Fee: \$350
- Digital copy of all materials
- Attend conceptual review meeting
- Written narrative explaining justification for proposed amendment and conformance to the standards for approval in Section 92.06(2) of the Story County Code of Ordinances
- All submittal requirements as outlined in Section 92.06(3) of the Story County Code of Ordinances

RECEIVED

JUL 07 2017

STORY CO. PLANNING & DEVELOPMENT

**CERTIFICATION**

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of a site visit, and, if necessary, post a public notice sign on the property.

SIGNATURE Loren Donaldson DATE Jun 19, 2017

Date Received \_\_\_\_\_  
 Receipt No. 5169206  
 Receipt Amount 350

Submit Application



Ryan L. Haaland  
RyanHaaland@davisbrownlaw.com  
phone: 515-288-2500  
Ames Office

June 20, 2017

Story County Planning & Development  
c/o Jerry Moore  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada, IA 50201

RE: Application for Rezoning

Ladies and Gentlemen:

Please find enclosed an application and related materials for a requested rezone of Parcel No. 11-35-400-200 in unincorporated Story County. Please allow this letter to serve as the written narrative required as part of the rezoning application.

The property is located at 27587 670<sup>th</sup> Ave., Maxwell, IA 50161 (the "Property"), and has been owned by Loren and Nancy Donaldson ("Loren and Nancy") since April 3, 1995. The current zoning classification of the Property is A-1. The current Story County Comprehensive Zoning Plan ("C2C") designates the Property as Natural Resources Area/Agricultural/Conservation. Loren and Nancy are requesting a reclassification of the Property to A-R. If deemed necessary, Loren and Nancy are also requesting a C2C reclassification for a portion of the property to Rural Residential.

Loren and Nancy desire a reclassification of the property to allow for construction of a single family dwelling of approximately 1,800 square feet, which will be treated as their primary residence. Loren and Nancy are keenly aware that the County has only recently adopted the C2C. While Loren and Nancy do intend to construct a home on the Property, for all intents and purposes, they are committed to retaining the Property's conservation character. Indeed, their desire is to actively enhance the current state of the property, to preserve its natural aspects to the extent possible, as has been their past practice. For example, Loren and Nancy have spent countless hours on the Property removing invasive plant and tree species as well as undertaking steps to prevent soil erosion. They have also generally maintained the land for the past 22 years even though they have not had the benefit of being able to build a house on the Property.

Additionally, in line with their past conservation efforts, over the past four months Loren and Nancy have worked with Story County Conservation to place the portion of the Property not needed for dwelling purposes into a perpetual conservation easement. A sketch of the area intended to be placed into the conservation easement is attached here (shown shaded in green).

#2857604

DAVIS BROWN KOEHN SHORS & ROBERTS P.C.

PHONE 515.288.2500  
FIRM FAX 515.243.0634  
WWW.DAVISBROWNLAW.COM

THE DAVIS BROWN TOWER, 215 10<sup>TH</sup> ST., STE. 1300, DES MOINES, IA 50309  
THE HIGHLAND BUILDING, 4201 WESTOWN PRKY., STE. 300, WEST DES MOINES, IA 50266  
THE AMES OFFICE, 2505 NORTHRIDGE PKWY., AMES, IA 50010  
THE EMMETSBURG OFFICE, 2314 MAIN ST., P.O. BOX 314, EMMETSBURG, IA 50536

Also, attached hereto is the easement agreement which has been agreed to in principle by the Story County Conservation Board and Loren and Nancy. Upon execution, this conservation easement will ensure that the portion of the Property placed under its control will be forever protected.

The County reclassifying the Property and permitting Loren and Nancy to construct a single family dwelling on the Property will not detract from the Property's current and future intended uses pursuant to the C2C. In fact, reclassification of the Property will only further the current and future intended use of the Property, as it will result in two good stewards of the land living on the Property full time, and also result in the execution of the proposed conservation easement. In short, even though the Property will potentially carry a different zoning classification, reclassification will guarantee that the Property retains its conservation and natural resources character into perpetuity.

Loren and Nancy anticipate that the County may be reticent to grant a reclassification of the Property for fear that it may set a precedent in the event Loren and Nancy's neighbors make similar rezoning requests in the future. However, Loren and Nancy have proven that they are willing to engage in conservation practices which future applicants are unlikely to commit to, thus, distinguishing those potential requests from the present request. Meaning, Loren and Nancy's situation would seem to be unique and, therefore, not of any real precedential value to future applicants.

Loren and Nancy appreciate that the County has thus far been so willing to engage and discuss their requested reclassification. They are hopeful that the County will strongly consider their request, as they are of the firm belief that reclassification benefits all parties.

I appreciate your attention to this matter, and look forward to hearing from you.

Very truly yours,

DAVIS, BROWN, KOEHN, SHORS & ROBERTS, P.C.



**DEED OF CONSERVATION EASEMENT**

**Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

Ryan L. Haaland  
Davis Brown Law Firm  
2605 Northridge Parkway  
Ames, Iowa 50010  
Phone: (515) 288-2500

**Return Document To:** (name and complete address)

Ryan L. Haaland  
Davis Brown Law Firm  
2605 Northridge Parkway  
Ames, Iowa 50010  
Phone: (515) 288-2500

**Grantor:** LOREN F. DONALDSON & NANCY CAROL DONALDSON

**Grantee:** STORY COUNTY CONSERVATION BOARD, STORY COUNTY, IOWA

**Legal description:** See Exhibit "A" and Exhibit "B"

## DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT ("Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 2017, by Loren F. Donaldson & Nancy Carol Donaldson, a married couple, of Ames, Story County, Iowa (hereinafter together with their heirs, personal representatives, successors and assigns collectively referred to as "**Grantor**"), and Story County Conservation Board, a county conservation board for Story County, State of Iowa with a principal office at 56461 180<sup>th</sup> St., Ames, Iowa 50010 (hereinafter referred to as "**Grantee**")

### RECITALS:

**WHEREAS**, Grantor is the owner of certain real property in Story County, Iowa, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "**Property**"); and

**WHEREAS**, Grantor intends to grant a Conservation Easement to Grantee for the "Easement Area" as described in the attached Exhibit "B" attached hereto and incorporated by this reference; and

**WHEREAS**, Grantor intends to have the Property rezoned for the purpose of constructing one (1) single family dwelling on the portion of the property which will not be subject to this Easement (the "**Dwelling Property**"); and

**WHEREAS**, the Easement Area possesses significant natural, scenic, open space, and/or wildlife habitat value, appropriate for conservation and preservation under the standards of Section 457A.1 of the Code of Iowa, and Section 170(h) of the Internal Revenue Code; and

**WHEREAS**, Grantor intends that the conservation values of the Easement Area be preserved and maintained by the continuation of land use patterns existing at the time of this grant, including, but not limited to those related to forest and fauna preservation, and single family residential uses, provided they do not significantly impair or interfere with those conservation values; and

**WHEREAS**, Grantor further intends to convey to Grantee the right to preserve and protect the conservation values of the Easement Area in perpetuity; and

**WHEREAS**, the Easement Area is within one mile of a designated conservation area; and

**WHEREAS**, Grantee is a County Conservation Board, organized under Chapter 350 of the Iowa Code, and a qualified organization under Section 170(h)(3) of the Internal Revenue Code, whose primary purpose is the preservation, protection and enhancement of land in its natural, scenic, historical, agricultural, and/or open space condition; and

**WHEREAS**, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Easement Area for the benefit of this generation and the generations to come;

**NOW, THEREFORE**, in consideration of the above recitals and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Chapter 457A of the Code of Iowa, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Easement Area of the nature and character and to the extent of the Terms hereinafter set forth.

**TERMS:**

1. Purpose. It is the purpose of this Easement to assure that the Easement Area will be preserved forever in its natural, scenic, forested, and/or open space condition and to prevent any use of the Easement Area that would significantly impair or interfere with its conservation values. Grantor intends that this Easement will confine the use of the Easement Area to such activities as are consistent with the purposes of this Easement.
  
2. Rights of Grantee. To accomplish the purposes of this Easement, the following rights are conveyed to Grantee:
  - (a) to preserve and protect the conservation values of the Easement Area;
  - (b) to enter upon the Easement Area at reasonable times, but not less often than once each calendar year, in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and that Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Easement Area; and
  - (c) to prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Easement, and to require the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use, pursuant to the provisions of paragraph 6 hereof.
  
3. Permitted Uses. Grantor reserves to Grantor, and to Grantor's personal representatives, heirs, successors, and assigns, all rights accruing from Grantor's ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited herein and that are not inconsistent with the purposes of this Easement. Without limiting the generality of the foregoing, the following rights are hereby expressly reserved:
  - (a) camping, picnicking, fishing;
  - (b) bird watching and wildlife observation;
  - (c) collection of deadwood for firewood;
  - (d) hiking and cross country skiing;

- (e) burial of family pets;
- (f) motor vehicles may be used for any permitted use under this Paragraph 3, provided that such use does not result in permanent significant damage, disturbance or disruption, as determined by Grantee in its sole discretion, to soils, flora or fauna; and, provided, Grantor shall not be permitted to drive, place or park campers or RVs upon the Easement Area;
- (g) any non-destructive recreational activities;
- (h) gathering of nuts, berries and mushrooms;
- (i) hunting, fishing, and trapping;
- (j) improvements that will enhance suitability for wildlife and native vegetation, and improve water quality;
- (k) land may be enrolled in any applicable conservation program as long as it does not change the existing condition of the land;
- (l) prescribed grazing by goats for short-term control of woody non-native understory in woodlands;

In the event that Grantor desires to undertake activities not specifically permitted by the foregoing subparagraphs (a-l), and not specifically prohibited by the provisions of Paragraph 4 below, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake such activity. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purposes of this Easement.

4. Prohibited Uses. Any activity on or use of the Easement Area inconsistent with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) establishment of any commercial livestock feed lot, or animal confinement operation;
- (b) dumping of ashes, trash, rubbish, garbage, offal, or any other unsightly or offensive materials;
- (c) placing billboards, outdoor advertising structures, or advertisements of any kind on the Easement Area; excepting real estate signs of reasonable size intended to assist in the sale of the Property, and entrance, boundary, and educational signs approved in advance as to size and content by Grantee;

- (d) any exploitation or extraction of mineral resources, by either subsurface or surface means;
- (e) plowing, cultivating, tilling, or row-crop agriculture;
- (f) use of pesticides or herbicides, except for the eradication of species detrimental to the natural beauty and ecological integrity of the Easement Area or for use in eradicating species not native to Iowa;
- (g) use of motorized vehicles, except as permitted by Paragraph 3, above;
- (h) introduction of non-native plant or animal species, except as provided in Paragraph 3, above;
- (i) removal of natural materials, except as specifically permitted under Paragraph 3, above; control of tree diseases is allowed including the removal of diseased trees with written approval by the Grantee, which shall not be unreasonably denied; any tree removal for disease control purposes shall be in accordance with good forestry management practices and further the intent of this easement;
- (j) construction or enlargement of any road or trail without approval of Grantee; provided, however, Grantee shall not unreasonably withhold approval of any path, road, or driveway required by the Story County Engineer, or related officer, necessary to effectuate Grantor's completion of a residence on the Dwelling Property;
- (k) alteration of the topography of the Easement Area or its drainage systems, except, with prior approval of Grantee, for purposes of erosion control, drainage tile repair, enhancement of wetland and pond values, public safety considerations, or for purposes protective of the natural integrity of the Easement Area; provided, however, Grantee shall not unreasonably interfere with, or refuse permission for necessary earth moving or grading required to for Grantor's completion of a dwelling on the Dwelling Property;
- (l) installation of utility structures or lines, except with the prior approval of Grantee; provided, however, Grantee acknowledges Grantor may require installation of utility and related structures for construction of the residence on

the Dwelling Property, and Grantee shall not unreasonably reject such installation under this sub-paragraph;

- (m) forestry practices, including, but not limited to, timber harvest, clear-cutting, except that species not native to Iowa may be removed or eradicated;
- (n) construction of any building or structure.

5. Notice of Intention to Undertake Certain Activities. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in Paragraphs 3 and 4, is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purposes of this Easement. Whenever notice is required Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purposes of this Easement. Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld *only* upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purposes of this Easement. Should Grantee fail to respond to Grantor's notice within the said thirty (30) day response period, Grantee shall be deemed to have approved the proposed activity.

6. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement, or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the purposes of this Easement, to restore the Easement Area so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation value protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Easement Area to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Easement Area, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate, and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving

either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor. If Grantor prevails in any action brought by Grantee to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys fees, shall be borne by Grantee.

6.2 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.3 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

6.4 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement Area resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from any such cause.

6.5 Disputes; Jurisdiction & Venue. THIS AGREEMENT, THE RIGHTS OF THE PARTIES HEREUNDER AND THE INTERPRETATION HEREOF SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF IOWA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF. THIS AGREEMENT MAY BE ENFORCED IN THE STATE COURT SITTING IN STORY COUNTY, IOWA; THE PARTIES CONSENT TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVE ANY ARGUMENT THAT JURISDICTION IN SUCH FORUM IS NOT PROPER OR THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT AN ACTION IS COMMENCED IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, THE RESPONDING PARTY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO THE JURISDICTION AND VENUE ABOVE DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

7. Access. No right of access by the general public to any portion of the Easement Area is conveyed by this Easement.

8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property and Easement Area, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Easement free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor; provided however, Grantor shall be entitled to encumber the property pursuant to a construction mortgage, purchase money mortgage, or like instrument necessary to complete and/or finance the residence on the Dwelling Property.

8.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "**Taxes**"), including any Taxes imposed upon or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

8.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "**Indemnified Parties**") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter relating to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraphs 8 and 8.1; and (3) the existence or administration of this Easement.

9. Extinguishment. If circumstances arise in the future such as render the purposes of this Easement impossible to accomplish, this Easement may be terminated or extinguished, whether in whole or in part, by agreement of the parties, or by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which the Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Easement Area subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Iowa law at that time, in accordance with Paragraph 9.1.

9.1 Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph 9, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by this Easement (minus any increase in value after the date of this grant attributed to improvements) by the ratio of the value of this Easement at the time of this grant to the value of the Property, without deduction for the value of this Easement, at the time of this grant. The values at the time of this grant shall be those used to calculate the charitable contribution for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code as amended, and applicable regulations. The value of this Easement, as thus calculated, is intended to be the amount of the allowable charitable contribution under the "before and after" method of said regulations, without reduction for any amount that may not produce an income tax benefit to Grantor on account, for example, of applicable percentage limitations on charitable contributions. For the purposes of this paragraph, once calculated, the ratio of the value of this Easement to the value of the Property unencumbered by this Easement shall remain constant.

9.2 Condemnation. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

10. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Section 457A.8 of the Code of Iowa (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance, continue to be observed.

10.1 Executory Limitation. If Grantee shall cease to exist or to be a qualified organization under Section 170(h) of the Internal Revenue Code of 1986, as amended, or to be authorized to acquire and hold conservation easements under Iowa law, and a prior assignment is not made pursuant to paragraph 10, then Grantee's rights and obligations under this Easement shall become immediately vested in the Nature Conservancy. If The Nature Conservancy is no longer in existence at the time the rights and obligations under this Easement would otherwise vest in it, or if The Nature Conservancy is not qualified or authorized to hold conservation easements as provided with respect to assignments pursuant to paragraph 10, or if it shall refuse such rights and obligations, then the rights and obligations of this Easement shall vest in such organization as a court of competent jurisdiction shall direct pursuant to applicable Iowa law and with due regard to the requirements for an assignment pursuant to paragraph 10. This easement may not be transferred or assigned to any government entity or body.

11. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

12. Estoppel Certificates. Upon request by Grantor, Grantee shall, within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

13. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantors: Loren & Nancy Donaldson  
4105 Stone Brooke Rd.  
Ames, Iowa 50010

To Grantee: Story County Conservation Board

56461 180<sup>th</sup> St.  
Ames, Iowa 50010

Or to such other address as either party from time to time shall designate by written notice to the other.

14. Recordation. Grantee shall record this instrument in timely fashion in the official records of Story County, Iowa, and may re-record it at any time as may be required to preserve its rights in this Easement.

15. Fee Upon Transfer for Sale. The parties acknowledge that Grantee may potentially incur costs as a result of this Easement. As such, the parties agree that in the event Grantor transfers the property by sale to any third party purchaser, Grantor shall pay to Grantee a fee of two percent (2%) of the amount of the purchase price attributable to the portion of the Easement Area subject to the sale, or the amount set forth in Paragraph 9.1, whichever is greater. The fee contemplated herein shall be paid out of the sale proceeds of the Property. This fee shall not be applicable to any transfer that is the result of a gift, bequest, or transfer to any trust controlled or for the benefit of Grantor, and shall also be inapplicable to any sale to any biological child of Grantor.

16. Rescission Rights of Grantor. Notwithstanding any terms to the contrary within this Easement, Grantor reserves the right to rescind and cancel this Easement if a permit for constructing a residential dwelling on the Property has not been obtained within one year from the date of this Easement. From and after the date the Property has been rezoned to permit construction of a single family dwelling, Grantor agrees to make all good faith efforts to obtain a building permit within the one year limitation period. Further, should Grantor elect to rescind this Easement under this Paragraph 16, but should later obtain a building permit, Grantor agrees to enter into a new easement agreement with Grantee with terms that are substantially similar to this Easement.

Notice of any rescission by Grantor hereunder must be provided to Grantee in accordance with the requirements of Paragraph 13, above. Additionally, in the event of rescission by Grantor, the provisions of Paragraph 9.1 shall apply.

17. General Terms Applicable to the Easement

- (a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Iowa.
- (b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Grant to effect the purposes of this Easement and the policy and purposes of Chapter 457A of the Code of Iowa. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render that provision valid shall be favored over any interpretation that would render it invalid.

- (c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Paragraph 18.
- (e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- (f) Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.
- (g) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a perpetual servitude running with the land.
- (h) Termination of Rights and Obligations. A party's rights and obligations under this Easement shall terminate upon transfer of that party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- (i) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- (j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

18. Amendments. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free jointly to amend this Easement; provided that no amendment shall be allowed that would affect the qualification of this Easement or the status of Grantee under any applicable laws, including Chapter 457A of the Code of Iowa and Section 170(h) of the Internal Revenue Code of 1986, as amended, and any

amendment shall be consistent with the purposes of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Story County, Iowa.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed of Conservation Easement on the day and year first above written.

**GRANTEE:**

**GRANTORS:**

STORY COUNTY CONSERVATION BOARD

By: \_\_\_\_\_

\_\_\_\_\_  
Loren F. Donaldson

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

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

\_\_\_\_\_  
Nancy Carol Donaldson

STATE OF IOWA                    )  
                                                  ) SS:  
COUNTY OF STORY                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, as \_\_\_\_\_, for Story County Conservation Board, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA                    )  
                                                  ) SS:  
COUNTY OF STORY                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Loren F. Donaldson and Nancy Carol Donaldson, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that she executed the same as their respective voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**EXHIBIT A**

LEGAL DESCRIPTION OF THE PROPERTY

*[Insert]*

**EXHIBIT B**

LEGAL DESCRIPTION OF THE EASEMENT AREA

*[To be inserted as part of survey]*



DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER  
Prepared by Learning Harter, AICP, CFM, County Outreach and Special Projects Manager, 900 6<sup>th</sup> Street, Nevada, Iowa 50201 515-382-7247

STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 18-27  
AMENDING THE URBAN RENEWAL PLAN STORY  
COUNTY URBAN RENEWAL AREA

**WHEREAS**, as a preliminary step to exercising the authority conferred upon Iowa counties by Chapter 403 of the *Code of Iowa*, a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

**AND WHEREAS**, the Story County Board of Supervisors by prior resolution established the URBAN RENEWAL PLAN- STORY COUNTY URBAN RENEWAL AREA for the governance of projects and initiatives therein;

**AND WHEREAS**, an amendment (the "Amendment") to the Plan has been prepared which would facilitate the undertaking of a new urban renewal project in the Urban Renewal Area;

**AND WHEREAS**, notice of a public hearing by the Story County Board of Supervisors on the proposed Amendment was heretofore given in compliance with the provisions of Chapter 403 of the *Code of Iowa*, and the Board of Supervisors conducted said hearing on August 22, 2017;

**AND WHEREAS**, notices for a consultation meeting were sent to the effective taxing entities including: Ballard School District, Roland-Story School District, Gilbert School District, DMACC #1, City of Cambridge, City of Story City, City of Slater, City of Gilbert, Boone County Supervisors, Garden Township (Boone County), DMACC #2, Lafayette Township, Howard Township, Franklin Township, Palestine Township, and Union Township; and the consultation meeting was held on the 18<sup>th</sup> day of June 2017; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

**NOW THEREFORE BE IT RESOLVED** by the Story County Board of Supervisors, Story County, Iowa, as follows:

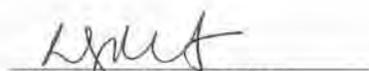
Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this Board of Supervisors the proposed economic development under the Amendment is necessary and appropriate to facilitate the proper growth and development of Story County in accordance with sound planning standards and local community objectives.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Dated this 22<sup>nd</sup> day of August, 2017.

  
Chair, Board of Supervisors

  
Attest: Story County Auditor

Moved by: Olson  
Seconded by: Chitty  
Voting Aye: Olson, Chitty, Sanders  
Voting Nay: None  
Absent: None

Chairperson declared this Resolution: ADOPTED AND APPROVED.

**URBAN RENEWAL PLAN**  
**STORY COUNTY URBAN RENEWAL AREA**  
November 2011  
*Amended October 2013*  
*Amended September 2014*  
*Amended October 2015*  
*Amended May 2016*  
*Amended September 2016*  
*Amended June 2017*  
*Proposed Amendments August 2017*

**I. INTRODUCTION**

Chapter 403 of the *Code of Iowa* authorizes counties to establish areas within their boundaries known as "urban renewal areas," and to exercise special powers within these areas, including financing projects using property taxes generated from incremental property tax valuations.

County boards of supervisors may create "economic development" urban renewal areas. An economic development urban renewal area may be any area of a county, which has been designated by the board of supervisors as an area which is appropriate for commercial or industrial enterprises and in which the county seeks to encourage further development.

The process by which an economic development urban renewal area may be created begins with a finding by a board of supervisors that such an area needs to be established within the County. An urban renewal plan is then prepared for the area. The Board of Supervisors must hold a public hearing on the urban renewal plan, following which, the Board may approve the plan and may adopt a tax increment ordinance.

More than two dozen counties in Iowa have created economic development urban renewal areas in the last decade, and, more recently, a number of counties have created these areas primarily on the basis of the significant new taxable valuation that is related to the development of "wind farms."

This document is intended to serve as the Urban Renewal Plan for an urban renewal area in Story County, Iowa (the "County") to be known as the Story County Urban Renewal Area (the "Urban Renewal Area"). The largest amount of new taxable valuation to be included in the Urban Renewal Area will be derived from the wind turbines located in Lincoln, Sherman, and Warren Townships, in the northeast portion of the County.

This document is an Urban Renewal Plan within the meaning of Chapter 403 of the *Code of Iowa*, and it sets out proposed projects to be undertaken within the Urban Renewal Area. It is also intended that this Urban Renewal Plan will guide the County in promoting economic development.

**II. PROPERTY TO BE INCLUDED IN URBAN RENEWAL AREA**

Using the authority in Chapter 403 of the *Code of Iowa*, the County Board of Supervisors has determined to include the following taxable property within the Urban Renewal Area:

1. Story Wind LLC and Garden Wind LLC wind farm turbine properties located in Lincoln, Sherman, and Warren Townships. (List of County tax parcel numbers attached as Exhibit A)
2. Demonstration wind turbine property located in Grant Township (County tax parcel numbers 10-13-100-301 and 10-13-300-106)
3. Vetter Equipment property located at the intersection of Highway 30 and 590th Avenue

(County parcel number 10-09-400-400)

4. Wind turbines as identified by the following County parcel numbers: 01-01-100-201; 01-01-100-101; 15-24-200-101; 04-05-100-101; 03-29-200-301; and 03-29-200-401.
5. Wind turbines as identified by the following County parcel numbers: 10-10-100-400, 10-10-100-400, 10-10-300-100, 10-16-200-200, 11-05-400-100, 13-27-300-200, 13-27-400-200 and 13-27-400-400.

In addition, the Board of Supervisors has determined to include the following property within the Urban Renewal Area on which projects will be constructed:

1. Dakins Lake County Park (County tax parcel number 04-16-400-125) including acquisition of additional adjoining property (County tax parcel number 04-16-400-105)
2. Right-of-way of Country Club Road from the Nevada city limits south to 260th Street.
3. One-quarter mile of 590th Avenue north of its intersection with Highway 30
4. City of Collins, Iowa – Proposed improvements to Collins Wellness Center for purchase and implementation of new scanner entry system; expansion of programs and services; and additional equipment purchases (County tax parcel number 16-21-160-575).
5. Colo-Nesco Community School District – Proposed construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
6. City of Kelley, Iowa – Construct enclosure around post office boxes (County tax parcel number 09-32-474-600).
7. City of McCallsburg, Iowa – Water looping project throughout the community to help improve water quality for residents near existing dead ends, helps increase the flow of water, such as in cases of need for fire suppression, and also help create a secondary supply of water in cases where a water main line needs to be shut down in a certain area (such as a water main line break).
8. City of Roland, Iowa – Removal and disposal of asbestos containing materials on property located at 218 North Main Street. (County tax parcel number 02-14-360-340).
9. City of Zearing, Iowa – Building purchase and remodel and rehabilitation of building (County tax parcel number 04-21-254-335).
10. City of Collins - Work on water lines as a result of US Hwy 65 re-grade.
11. Colo-Nesco Community School District – Proposed Phase II of playground construction (County tax parcel number 04-21-205-240)
12. City of Huxley – Proposed hard surfacing of one-mile of Heart of Iowa Trail from US Highway 69 to Trailridge Park.
13. City of Kelley – Construction of new six-inch water main on Hubbel Street.
14. City of Maxwell – Installation of curb and gutter along Trotter Blvd.
15. City of Nevada – Construction of Clock Tower Center.
16. City of Slater – Main Street improvements from Story to Tama Streets.
17. City of Zearing – Building renovations at 107 West Main Street.
18. Colo-Nesco Community School District – Phase III construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
19. City of Huxley – Centennial Park playground expansion.
20. City of Cambridge - Construction of new multi-functional municipal building.
21. City of Slater – Main Street improvements to corner of Main Street and Marshall.
22. City of Slater – Acquisition and renovation of 404/406 Main Street.
23. City of Story City – South Park project.
24. Praeri Rail Trail Extension Planning and Construction.
25. Tedesco Environmental Learning Corridor – Phase 1 and Phase 2 at the Iowa State

University Research Park - Financing the design, construction and facilitation of certain improvements and other work to serve the Tedesco Environmental Learning Corridor as described in the approved "Agreement for Public Improvements and Other Work Pertaining to the Iowa State University Research Park Phase III" including:

- Native vegetation and restoration within the Tedesco Environmental Learning Corridor
  - Limited amount of mowed greenspace within the Tedesco Environmental Learning Corridor
  - Trails generally as shown on Exhibit B, both within and outside of the Tedesco Environmental Learning Corridor
  - Bridges over streams and waterways
  - Stream/Channel restoration
  - Removal of invasive species and replacement with native species
  - Assisting in the design of storm water management and treatment features within the Tedesco Environmental Learning Corridor
  - Maintenance and management of storm water management and treatment features (from outlet of storm sewer service line from HUB Building to stream) within the Tedesco Environmental Learning Corridor
  - All other items within the Tedesco Environmental Learning Corridor
  - unless specified otherwise including, without limitation federally designated wetlands or wetlands mitigation areas.
26. City of Collins – Demolition and revitalization of buildings along Main Street.
27. City of Story City – Proposed improvements to North Park Project.
28. City of Cambridge – Construction of Cambridge Community Center.
29. City of Huxley – All-inclusive playground structure installation at Nord Kalsem Park.
30. City of Slater – Decorative sidewalk, parking area replacement and decorative street lighting along Main Street.
31. City of Gilbert – Main Street paving and utility reconstruction from Mathews Drive to 545' north of 2nd Street
32. City of Cambridge - Utility Re-Location
33. City of Slater - Main Street Revitalization—north and south side of Main Street from Story Street to Marshall Street
34. City of Story City - Proposed improvements: 1) Boulevard Gateway Signage; 2) New benches and trash receptacles; 3) Addition of bike racks; 4) Building lights; 5) History plaques.

A map showing the location of each of these properties is set out as Exhibit B.

### **III. URBAN RENEWAL AREA OBJECTIVES**

The primary objectives of the Board of Supervisors in creating the Urban Renewal Area are to use incremental property tax revenues to finance public improvements that are intended to promote the quality of life for all residents of Story County and to encourage private investment and development that will lead to greater job retention, creation of new jobs, an increase in the tax base and the promotion of economic growth throughout the County.

### **IV. INITIAL PROJECTS**

The Board of Supervisors has reviewed a number of possible projects that would be consistent with the objectives set out above and has determined that the following projects could be undertaken effectively during the current fiscal year:

1. Improvements to Dakins Lake County Park, including acquisition of adjacent property
2. Construction of bike trail on Country Club Road from the Nevada city limits south to 260th Street
3. Paving one-quarter mile of 590th Avenue north of its intersection with Highway 30

## V. ADDITIONAL PROJECTS

The Board of Supervisors has reviewed a number of requests submitted during August 2013, 2014, 2015, and 2016 that would be consistent with the objectives set out above and has determined that the following projects could be undertaken effectively during the current fiscal year and fiscal year 2018:

- City of Collins, Iowa – Proposed improvements to Collins Wellness Center for purchase and implementation of new scanner entry system; expansion of programs and services; and additional equipment purchases (County tax parcel number 16-21-160-575).
- Colo-Nesco Community School District – Proposed construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- City of Kelley, Iowa – Construct enclosure around post office boxes (County tax parcel number 09-32-474-600).
- City of McCallsburg, Iowa – Water looping project throughout the community to help improve water quality for residents near existing dead ends, helps increase the flow of water, such as in cases of need for fire suppression, and also help create a secondary supply of water in cases where a water main line needs to be shut down in a certain area (such as a water main line break).
- City of Roland, Iowa – Removal and disposal of asbestos containing materials on property located at 218 North Main Street. (County tax parcel number 02-14-360-340).
- City of Zearing, Iowa – Building purchase and remodel and rehabilitation of building (County tax parcel number 04-21-254-335).
- City of Collins - Work on water lines as a result of US Hwy 65 re-grade.
- Colo-Nesco Community School District – Proposed Phase II of playground construction (County tax parcel number 04-21-205-240)
- City of Huxley – Proposed hard surfacing of one-mile of Heart of Iowa Trail from US Highway 69 to Trailridge Park.
- City of Kelley – Construction of new six-inch water main on Hubbel Street.
- City of Maxwell – Installation of curb and gutter along Trotter Blvd.
- City of Nevada – Construction of Clock Tower Center.
- City of Slater – Main Street improvements from Story to Tama Streets.
- City of Zearing – Building renovations at 107 West Main Street.
- Colo-Nesco Community School District – Phase III construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- City of Huxley – Centennial Park playground expansion.
- City of Cambridge – Construction of new multi-functional municipal building.
- City of Slater – Main Street improvements to corner of Main Street and Marshall.
- City of Slater – Acquisition and renovation of 404/406 Main Street.
- City of Story City – South Park project.
- Praeri Rail Trail Extension Planning and Construction.
- Tedesco Environmental Learning Corridor – Phase 1 and Phase 2 at the Iowa State University Research Park - Financing the design, construction and facilitation of certain improvements and other work to serve the Tedesco Environmental Learning Corridor as

described in the approved "Agreement for Public Improvements and Other Work Pertaining to the Iowa State University Research Park Phase III" including:

- Native vegetation and restoration within the Tedesco Environmental Learning Corridor
  - Limited amount of mowed greenspace within the Tedesco Environmental Learning Corridor
  - Trails generally as shown on Exhibit B, both within and outside of the Tedesco Environmental Learning Corridor
  - Bridges over streams and waterways
  - Stream/Channel restoration
  - Removal of invasive species and replacement with native species
  - Assisting in the design of storm water management and treatment features within the Tedesco Environmental Learning Corridor
  - Maintenance and management of storm water management and treatment features (from outlet of storm sewer service line from HUB Building to stream) within the Tedesco Environmental Learning Corridor
  - All other items within the Tedesco Environmental Learning Corridor
  - unless specified otherwise including, without limitation federally designated wetlands or wetlands mitigation areas.
- City of Collins – Demolition and revitalization of buildings along Main Street.
  - City of Story City – Proposed improvements to North Park Project.
  - City of Cambridge – Construction of Cambridge Community Center.
  - City of Huxley – All-inclusive playground structure installation at Nord Kalsem Park.
  - City of Slater – Decorative sidewalk, parking area replacement and decorative street lighting along Main Street.
  - City of Gilbert – Main Street paving and utility reconstruction from Mathews Drive to 545<sup>th</sup> north of 2nd Street
  - City of Cambridge - Utility Re-Location
  - City of Slater - Main Street Revitalization—north and south side of Main Street from Story Street to Marshall Street
  - City of Story City - Proposed improvements: 1) Boulevard Gateway Signage; 2) New benches and trash receptacles; 3) Addition of bike racks; 4) Building lights; 5) History plaques.

## VI. TAX INCREMENT FINANCING PROCEDURES

As part of the establishment of the Urban Renewal Area, the County will adopt an ordinance to designate certain taxable property within the Urban Renewal Area from which the property taxes generated from new private development may be used to pay costs of urban renewal projects, including construction of public improvements. The use of these tax revenues in this manner is known as tax increment financing ("TIF").

Depending on the date on which debt is initially certified, an original taxable valuation is established for the property that has been designated in the ordinance, which is known as the "base valuation." The "base valuation" is the assessed value of the taxable property in an Urban Renewal Area as of January 1 of the calendar year proceeding the calendar year in which the County first certifies the amount of any obligations payable from TIF revenues to be generated within that Urban Renewal Area. When the value of this taxable property increases by virtue of new construction or any other reason, the difference between the base valuation and the new property value is the "tax increment" or "incremental value."

It is expected that the County will incur debt that can be certified by December 1, 2011,

which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2010. For new properties added with amendments approved October 2013, it is expected that the County will incur debt that can be certified by December 1, 2013, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2012. For new properties added with amendments approved October 2015, it is expected that the County will incur debt that can be certified by December 1, 2015, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2014. For new properties added with amendments approved October 2016, it is expected that the County will incur debt that can be certified by December 1, 2016, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2016.

Procedurally, after tax increment debt has been incurred within an Urban Renewal Area, property taxes levied by the county, the school districts, townships and the area college against the incremental value, with the exception of taxes levied to repay debt incurred by those jurisdictions and the school district physical plant and equipment levy, are allocated by state law to the County's tax increment fund rather than to each jurisdiction. These new tax dollars are then used to repay any tax increment obligation incurred in the Urban Renewal Area.

## VII. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the Board of Supervisors and will remain in effect until it is repealed by the Board. The collection of incremental property tax revenues will be limited by state law to no more than twenty years following the fiscal year in which the first such revenues are collected.

## VII. PLAN AMENDMENTS

This Urban Renewal Plan may be amended in accordance with the procedures set forth in Chapter 403 of the *Code of Iowa* in order to carry out any purposes consistent with Chapter 403 of the *Code of Iowa*, to add other taxable property that may produce incremental revenues and to add projects that may be financed from incremental revenues.

## VIII. COUNTY FINANCIAL INFORMATION

Chapter 403 of the *Code of Iowa* requires that any urban renewal plan include certain information about County general obligation debt, the legal ability to incur additional debt and the amount of proposed debt to be incurred that would be eligible to be paid from incremental property taxes. This chart shows that information for Story County and the Story County Urban Renewal Area (December 1, ~~2016~~ 2017):

Outstanding general obligation debt		\$2,430,000
Current constitutional debt limit	<del>\$337,393,765</del>	\$365,874,561
TIF debt incurred	<del>\$4,685,000</del>	\$4,844,200

This chart shows that information for Story County and the Story County Urban Renewal Area as amended (~~June~~ August 2017):

Outstanding general obligation debt		\$1,630,000
Current constitutional debt limit		\$365,874,561
Proposed TIF debt to be incurred		\$1,500,000
Existing TIF debt		\$3,051,000

**EXHIBIT A**

<b>County tax parcel numbers for wind farm properties – December 2011</b>			
<b>Parcel Identification Number</b>	<b>Owner</b>	<b>Parcel Identification Number</b>	<b>Owner</b>
03-12-300-101	GARDEN WIND LLC	04-35-100-201	STORY WIND LLC
03-12-300-201	GARDEN WIND LLC	04-35-100-301	STORY WIND LLC
03-12-400-101	GARDEN WIND LLC	04-35-200-101	STORY WIND LLC
03-13-400-201	GARDEN WIND LLC	04-36-100-401	STORY WIND LLC
03-25-100-401	STORY WIND LLC	04-36-200-301	STORY WIND LLC
03-25-200-301	STORY WIND LLC	04-36-200-401	STORY WIND LLC
03-25-200-401	STORY WIND LLC	04-36-300-101	STORY WIND LLC
04-04-100-101	GARDEN WIND LLC	08-02-100-101	STORY WIND LLC
04-04-100-201	GARDEN WIND LLC	08-02-100-201	STORY WIND LLC
04-04-200-101	GARDEN WIND LLC	08-04-200-101	STORY WIND LLC
04-04-300-401	GARDEN WIND LLC	08-04-200-201	STORY WIND LLC
04-04-400-301	GARDEN WIND LLC	08-08-100-401	STORY WIND LLC
04-06-100-201	GARDEN WIND LLC	08-08-200-301	STORY WIND LLC
04-06-200-101	GARDEN WIND LLC	08-08-200-401	STORY WIND LLC
04-08-100-301	GARDEN WIND LLC	08-09-100-301	STORY WIND LLC
04-08-100-401	GARDEN WIND LLC	08-09-100-401	STORY WIND LLC
04-17-100-101	GARDEN WIND LLC	08-10-300-201	STORY WIND LLC
04-17-100-201	GARDEN WIND LLC	08-10-400-101	STORY WIND LLC
04-17-200-101	GARDEN WIND LLC	08-10-400-201	STORY WIND LLC
04-18-200-101	GARDEN WIND LLC	08-11-300-101	STORY WIND LLC
04-18-200-201	GARDEN WIND LLC	08-11-300-201	STORY WIND LLC
04-18-300-101	GARDEN WIND LLC	08-13-100-201	STORY WIND LLC
04-18-400-101	GARDEN WIND LLC	08-13-200-101	STORY WIND LLC
04-27-300-101	STORY WIND LLC	08-14-200-101	STORY WIND LLC
04-27-300-201	STORY WIND LLC	08-14-200-201	STORY WIND LLC
04-28-300-201	STORY WIND LLC	08-15-300-101	STORY WIND LLC
04-28-400-101	STORY WIND LLC	08-15-300-201	STORY WIND LLC
04-28-400-201	STORY WIND LLC	08-15-400-101	STORY WIND LLC

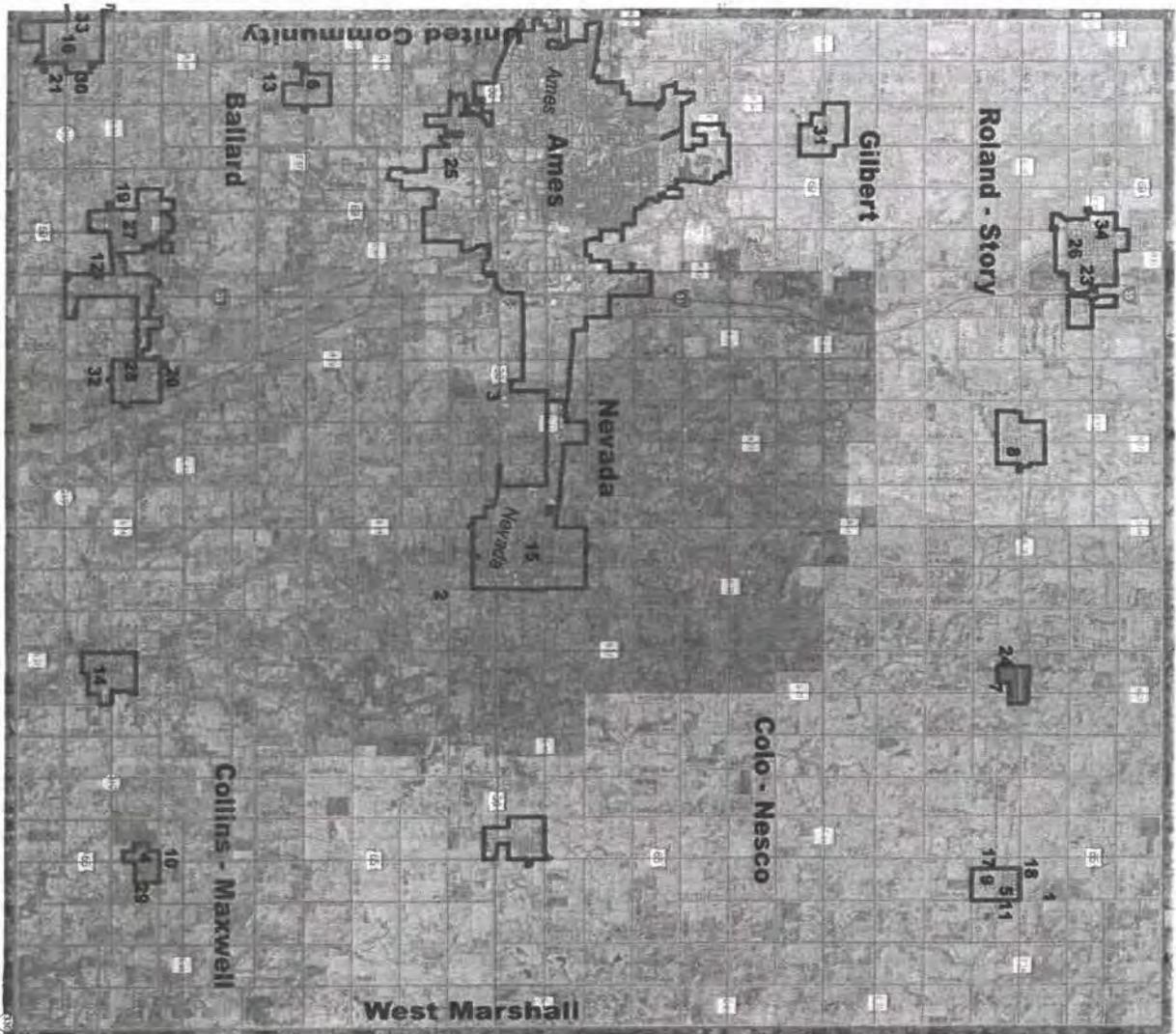
04-29-100-301	STORY WIND LLC	08-15-400-201	STORY WIND LLC
04-29-100-401	STORY WIND LLC	08-16-100-401	STORY WIND LLC
04-29-200-301	STORY WIND LLC	08-16-200-301	STORY WIND LLC
04-30-100-301	STORY WIND LLC	08-16-200-401	STORY WIND LLC
04-30-100-401	STORY WIND LLC	08-22-300-101	STORY WIND LLC
04-30-200-301	STORY WIND LLC	08-22-300-201	STORY WIND LLC
04-30-200-401	STORY WIND LLC	08-22-400-101	STORY WIND LLC
04-31-100-301	STORY WIND LLC	08-22-400-201	STORY WIND LLC
04-31-100-401	STORY WIND LLC	08-23-100-301	STORY WIND LLC
04-31-200-301	STORY WIND LLC	08-25-300-151	STORY WIND LLC
04-31-200-426	STORY WIND LLC	08-25-400-121	STORY WIND LLC
04-32-100-301	STORY WIND LLC	08-25-400-201	STORY WIND LLC
04-32-100-401	STORY WIND LLC	08-26-300-101	STORY WIND LLC
04-32-200-301	STORY WIND LLC	08-26-300-201	STORY WIND LLC
04-32-200-401	STORY WIND LLC	08-26-400-106	STORY WIND LLC
04-33-300-106	STORY WIND LLC	08-26-400-126	STORY WIND LLC
04-33-300-206	STORY WIND LLC	08-26-400-226	STORY WIND LLC
04-34-400-101	STORY WIND LLC	08-35-200-301	STORY WIND LLC
04-34-400-201	STORY WIND LLC	08-36-200-301	STORY WIND LLC
		08-36-200-401	STORY WIND LLC
<b>Added Properties - October 2013</b>			
01-01-100-101	Hamilton Wind Energy, LLC	04-05-100-101	Ag Land Energy 4, LLC
01-01-100-201	Story Wind Energy, LLC	03-29-200-301	Ag Land Energy 3, LLC
15-24-200-101	Ag Land Energy 2, LLC	03-29-200-401	Ag Land Energy 1, LLC
<b>Added Properties - October 2016</b>			
10-10-100-400	OPTIMUM WIND 3	10-10-100-400	OPTIMUM WIND 4
10-10-300-100	OPTIMUM WIND 5	10-16-200-200	OPTIMUM WIND 6
11-05-400-100	OPTIMUM WIND 7	13-27-300-200	MICHELANGELO 1
13-27-400-200 AND 13-27-400-400	MICHELANGELO 3		

**EXHIBIT B**  
**Map showing taxable property and location of projects to be undertaken in Story County  
Urban Renewal Area**

# Story County Urban Renewal Plan



Please see the reverse for a table of approved and pending projects that are components of the Story County Urban Renewal Plan.



- Legend**
- Ames School District
  - Ballard School District
  - Collins - Maxwell School District
  - Colo - Nesco School District
  - Gilbert School District
  - Nevada School District
  - North Polk School District
  - Roland - Story School District
  - United Community School District
  - West Marshall School District
  - County Boundary
  - Roads
  - City Limits



Map amended on July 25, 2017, by the County Outreach and Special Projects Manager.

### Key to Urban Renewal Projects

- 1 Improvements to Dakins Lake (County tax parcel number 04-16-400-125) including acquisition of additional adjoining property (County tax parcel number 04-16-400-105)
- 2 Construction of bike trail along right-of-way of Country Club Road from the Nevada city limits south to 260<sup>th</sup> Street
- 3 Paving ¼ mile along 590<sup>th</sup> Avenue north of its intersection with Highway 30  
City of Collins: Programming improvements at Wellness Center for purchase and implementation of new scanner entry system; expansion of programs and services; and additional equipment purchases (County tax parcel number 16-21-160-575)
- 4 Colo-Nesco Community School District – Proposed construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- 5 City of Kelley, Iowa – Construct enclosure around post office boxes (County tax parcel number 09-32-474-600).
- 6 City of McCallsburg, Iowa – Water looping project throughout the community to help improve water quality for residents near existing dead ends, helps increase the flow of water, such as in cases of need for fire suppression, and also help create a secondary supply of water in cases where a water main line needs to be shut down in a certain area (such as a water main line break).
- 7 City of Roland, Iowa – Removal and disposal of asbestos containing materials on property located at 218 North Main Street. (County tax parcel number 02-14-360-340).
- 8 City of Zearing, Iowa – Building purchase and remodel and rehabilitation of building (County tax parcel number 04-21-254-335).
- 9 City of Collins - Work on water lines as a result of US Hwy 65 re-grade.
- 10 Colo-Nesco Community School District – Proposed Phase II of playground construction (County tax parcel number 04-21-205-240)
- 11 City of Huxley – Proposed hard surfacing of one-mile of Heart of Iowa Trail from US Highway 69 to Trailridge Park.
- 12 City of Kelley – Construction of new six-inch water main on Hubbel Street.
- 13 City of Maxwell – Installation of curb and gutter along Trotter Blvd.
- 14 City of Nevada – Construction of Clock Tower Center.
- 15 City of Slater – Main Street improvements from Story to Tama Streets.
- 16 City of Zearing – Building renovations at 107 West Main Street.
- 17 Colo-Nesco Community School District – Phase III construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- 18 City of Huxley – Centennial Park playground expansion.
- 19 City of Cambridge - Construction of new multi-functional municipal building.
- 20 City of Slater – Acquisition and renovation of 404/406 Main Street.
- 21 City of Slater – Main Street improvements to corner of Main Street and Marshall.
- 22 City of Story City – South Park project.
- 23

- 24 Praeri Rail Trail Extension Planning and Construction.
- 25 Iowa State University Research Park Tedesco Environmental Learning Corridor
- 26 City of Collins – Demolition and revitalization of buildings along Main Street.
- 27 City of Story City – Proposed improvements to North Park Project.
- 28 City of Cambridge – Construction of Cambridge Community Center.
- 29 City of Huxley – All-inclusive playground structure installation at Nord Kalsem Park.
- 30 City of Slater – Decorative sidewalk, parking area replacement and decorative street lighting along Main Street.
- 31 City of Gilbert – Main Street paving and utility reconstruction from Mathews Drive to 545' north of 2nd Street
- 32 City of Cambridge - Utility Re-Location
- 33 City of Slater - Main Street Revitalization—north and south side of Main Street from Story Street to Marshall Street
- 34 City of Story City - Proposed improvements: 1) Boulevard Gateway Signage; 2) New benches and trash receptacles; 3) Addition of bike racks; 4) Building lights; 5) History plaques.

01760

D-2060  
(6-2017)



UNITED STATES DEPARTMENT OF COMMERCE  
Economics and Statistics Administration  
U.S. Census Bureau  
Washington, DC 20233-0001  
OFFICE OF THE DIRECTOR

CO19169  
Story County  
384495

July 17, 2017

Mr. Jerry L Moore  
Director  
Planning and Zoning  
900 6th St  
Nevada IA 50201-2004

**APPROVED** **DENIED**  
Board Member Initials: JS  
Meeting Date: 8-22-17  
Follow-up action: Working Group est.

FROM THE ASSOCIATE DIRECTOR FOR  
DECENNIAL CENSUS PROGRAMS

The U.S. Census Bureau invites your government to participate in the 2020 Census Local Update of Census Addresses Operation (LUCA), as mandated by the Census Address List Improvement Act of 1994 (Public Law 103-430). This is the only opportunity offered to tribal, state, and local governments to review and update the Census Bureau's residential address list prior to the 2020 Census. The Census Bureau relies on a complete and accurate address list to reach every living quarters and associated population for inclusion in the census. Participation in LUCA can help ensure an accurate count for your jurisdiction.

Enclosed with this letter are:

**2020 Census Local Update of Census Addresses Operation (LUCA) Information Guide**

Use this guide to answer questions about participation in LUCA.

**Confidentiality and Security Guidelines**

All LUCA liaisons, reviewers, and anyone with access to the Census Bureau's Title 13 materials must read, understand, and agree to abide by these guidelines.

Please respond to the LUCA invitation by completing the **Registration Form**. We appreciate a response, even if you decline to participate. If your government plans to participate, then also complete and return the following forms:

- *Self-Assessment Checklist;*
- *Confidentiality Agreement; and*
- *Product Preference Form.*

For your convenience, enclosed is a postage-paid envelope for your response. As an alternative, you may also scan your completed forms, including forms with signatures, and email them to GEO.2020.LUCA@census.gov.

RECEIVED

AUG 07 2017

STORY CO. PLANNING  
& DEVELOPMENT

census.gov

United States  
Census  
2020

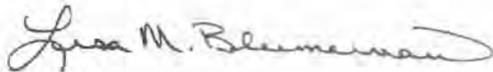


We will offer LUCA training workshops, both as classroom training and via online webinars, to provide participation instructions for completing your address review. If you are interested in attending a workshop, check our LUCA Web site at [www.census.gov/geo/partnerships/luca.html](http://www.census.gov/geo/partnerships/luca.html). We will update the site continuously as classes are scheduled.

If you have any questions regarding LUCA, please contact us via email at [GEO.2020.LUCA@census.gov](mailto:GEO.2020.LUCA@census.gov), by phone at 1-844-344-0169, or you can visit us on the Web site at [www.census.gov/geo/partnerships/luca.html](http://www.census.gov/geo/partnerships/luca.html).

Per the Federal Cybersecurity Enhancement Act of 2015, your data are protected from cybersecurity risks through screening of the systems that transmit your data.

Sincerely,



Lisa M. Blumerman  
Associate Director for  
Decennial Census Programs

Enclosures

cc: Rick Sanders  
Matthew Boeck  
Leanne A Harter  
Jerry L Moore

**Instructions to Register for the  
2020 Local Update of Census Addresses Operation (LUCA)**

---

**A. To help you make an informed decision to participate in the 2020 LUCA Operation, please read:**

1. **2020 Census Local Update of Census Addresses Operation (LUCA) Information Guide**
  2. **Confidentiality and Security Guidelines**
- 

**B. There are four (4) forms to complete for the LUCA registration.**

To begin your registration process, complete the forms you received in your invitation package and return them to the Census Bureau in the postage paid, preaddressed enclosed envelope. If you prefer, you may scan your completed, signed forms and email them to [GEO.2020.LUCA@census.gov](mailto:GEO.2020.LUCA@census.gov).

**1. Registration Form**

**1.1 If you are participating in LUCA:**

- In Section **A.1**, mark **X**, “**YES** Our government is registering for LUCA.” *Complete Sections B and C.*
- In Section **B.**, “Signature of Tribal Chair or Highest Elected/Appointed Official Responding to the LUCA Invitation” provide:
  - i. The printed name and signature of the Tribal Chair or Highest Elected/Appointed Official
  - ii. Position
  - iii. Physical/Mailing address
  - iv. Telephone number
  - v. Email address
- In Section **C**, the Tribal Chair or Highest Elected/Appointed Official designates a LUCA Liaison and provides the LUCA Liaison’s:
  - i. Printed name
  - ii. Department, organization, or agency name
  - iii. Position
  - iv. Physical/Mailing Address
  - v. Telephone number
  - vi. Email address
- Please refer to sections 2 through 4 on the following page for instructions on how to complete the remaining three forms.

**1.2 If you are designating a higher level of government (state or county) to participate on your government’s behalf as your LUCA Liaison:**

- In section **A.1**, mark **X**, “**YES** Our government is registering for LUCA.” *Complete Sections B and C.*
- The Tribal Chair or Highest Elected/Appointed Official completes and signs section **B**.
- In section **C**, the Tribal Chair or Highest Elected/Appointed Official designates the LUCA Liaison.
- The LUCA Liaison is required to complete and sign the Confidentiality Agreement Form, Product Preference Form, and Self-Assessment Checklist.
- Please return all four forms to the Census Bureau in the postage-paid, preaddressed envelope, or you may scan your completed forms and email them to [GEO.2020.LUCA@census.gov](mailto:GEO.2020.LUCA@census.gov).

**1.3 If you are designating a Regional Planning Agency, Council of Governments, or other organization as your LUCA Liaison:**

- In section **A.1**, mark **X**, “**YES** Our government is registering for LUCA.” *Complete Sections B and C.*
- The Tribal Chair or Highest Elected/Appointed Official completes and signs section **B**.
- In section **C**, the Tribal Chair or Highest Elected/Appointed Official designates the LUCA Liaison.
- The LUCA Liaison is required to complete and sign the Confidentiality Agreement Form, Product Preference Form, and Self-Assessment Checklist.
- Please return all four forms to the Census Bureau in the postage-paid, preaddressed envelope, or you may scan your completed forms and email them to [GEO.2020.LUCA@census.gov](mailto:GEO.2020.LUCA@census.gov).

**1.4 If a higher level of government (state or county), that includes your jurisdiction is participating in LUCA:**

- In section **A.2**, mark **X**, “**NO**, Our government is not registering for LUCA.” *Complete Section B.*
- Select **a**, Another level of government (state or county) that includes our jurisdiction is participating in LUCA.
- The Tribal Chair or Highest Elected/Appointed Official completes and signs section **B**.
- Please return the form to the Census Bureau in the pre-addressed, postage-paid envelope, or you may scan your completed form and email it to [GEO.2020.LUCA@census.gov](mailto:GEO.2020.LUCA@census.gov).

**NOTE:** If you are not participating in LUCA, you do not have to complete and return the remaining three forms (Confidentiality Agreement Form, Product Preference Form, or the Self-Assessment Checklist). Return only the **Registration Form**.

**1.5 If you decide not to participate in the 2020 LUCA Operation:**

- In Section **A.2**, mark **X**, **NO**, “Our government is not registering for LUCA,” Mark **X** for each reason that applies. *Complete Section B.*
- The Tribal Chair or Highest Elected/Appointed Official completes and signs section **B**.
- Please return the form in the postage paid, preaddressed envelope or you may scan your Registration Form and email it to [GEO.2020.LUCA@census.gov](mailto:GEO.2020.LUCA@census.gov).

**NOTE:** If you are not participating in LUCA, you do not have to complete and return the remaining three forms (Confidentiality Agreement Form, Product Preference Form, or the Self-Assessment Checklist). Return only the **Registration Form**.

---

*If you are participating in LUCA, the LUCA Liaison is required to complete and sign the remaining three forms.*

**2. Self-Assessment Checklist for the Confidentiality and Security Guidelines**

- Read the Confidentiality and Security Guidelines before filling out this form.
- Answer **yes** or **no** to each question.
- Sign and date the form.

**3. Product Preference Form – No Signature required**

- In the first section, mark **X**, if you choose to use the Census Bureau’s Geographic Update Partnership Software (GUPS)  
OR
- Mark **X** to select the format you choose to use for the address list, either digital or paper. If you select the paper address list, choose your sort preference.
- Mark **X** to select the format you choose to use for the maps; either digital (TIGER partnership shapefiles), or large format paper maps with DVD small format block maps (Title 13 requirements apply), or large format paper maps only (Non-title 13).
- Complete the package delivery address for the LUCA Liaison. *Title 13 materials must be delivered to the LUCA Liaison.*
- Provide the name, telephone number, and email address of the person completing the form.

**4. Confidentiality Agreement Form**

- In Section **A**, read the terms, conditions, and responsibilities for participating in LUCA.
- In Section **B**, provide the LUCA liaison information.
  - i. Printed name
  - ii. Signature
  - iii. Office, department name
  - iv. Office, department address
  - v. Email address
- Ensure that the LUCA Liaison signs and dates this form.
- In Section **C**, ensure all reviewers and person(s) with access to Title 13 materials sign and date this form.

**NOTE:** Please return these three forms together with the **Registration Form** in the postage paid, preaddressed envelope or you may scan your completed forms and email them to [GEO.2020.LUCA@census.gov](mailto:GEO.2020.LUCA@census.gov).

U.S. DEPARTMENT OF COMMERCE  
Economics and Statistics Administration  
U.S. CENSUS BUREAU

Entity ID



**PRODUCT PREFERENCE FORM  
2020 CENSUS LOCAL UPDATE OF CENSUS  
ADDRESSES OPERATION (LUCA)**

Government Name

**Please mark (X) to select a product preference format (Choose #1 OR #2 below)**

1.  **GUPS** - The Census Bureau's Geographic Update Partnership Software (GUPS) is a self-contained Geographic Information System (GIS) tool. It includes the Census Bureau's address list, address count list by census block, and partnership shapefiles. GUPS allows you to add external geospatial data (shapefiles, geodatabases, and imagery) for comparison and update purposes. GUPS functions on Windows XP, Vista, and Windows 7, 8, and 10, and Apple Mac OS X with additional bridge software.

**OR**

2.  Select **one** address list format in **Section A** and **one** map format in **Section B**.

**A. Address List - Select Digital or Paper**

**Digital** - Requires the use of a spreadsheet or database software. We will provide the files in Excel Comma Delimited Text (.csv) format.

**OR**

**Paper** - Available only to governments with 6,000 or fewer addresses. Each 8 1/2" x 14" page contains six (6) addresses (1,000 pages maximum). Choose **one** address sort preference below:

- Census Tract#/Block#/Street Name/House#/Unit#
- Street Name/House#/Unit/Census Tract#/Census Block# (alphanumeric sort)

You may access the current number of addresses by census block the Census Bureau has on file for your jurisdiction at <http://www.census.gov/geo/partnerships/luca.html>.

**B. Maps - Select Digital or Paper**

**Digital** - Partnership shapefiles that require the use of GIS software. Address structure points are **not** included in the partnership shapefiles but can be created from the lat/long coordinates included on the digital address list.

**OR**

**Paper/PDF** - Large format paper map(s) (42" x 36") with a DVD of small format (8-1/2" x 14") block maps in Adobe PDF format that contain address structure coordinates showing the location of residential addresses. Title 13 requirements apply.

**OR**

**Paper** - Large format paper map(s) (42" x 36") only. This does **not** include a DVD of small format (8-1/2" x 14") block maps in Adobe PDF format that contain address structure coordinates showing the location of residential addresses. Non-Title 13.

**Note: The shapefiles do NOT contain address points. If you choose a paper address list and digital maps, you will not see map spots in the digital environment. You must select Paper/PDF to review the address structure points.**

**LUCA Liaison Package Delivery Address.  
Title 13 materials must be delivered to the LUCA liaison. Please print.**

**Liaison Name**

Department, Organization, or Agency name

Number and street name

Physical/  
Mailing  
address

City

State

ZIP Code

Telephone

Area code

Number

Extension

Email address

**Name of the Person Completing This Form (Please print)**

Name

Telephone

Area code

Number

Extension

Email  
address

Date

Complete this form and return it along with the completed, signed copies of the Registration Form, Self-Assessment Checklist, and Confidentiality Agreement. Use the enclosed postage-paid envelope addressed to ATTN: Geography LUCA Materials 63-E, National Processing Center, 1201 East 10th St, Jeffersonville IN 47132. As an alternative, you may scan your completed forms, including forms with signatures, and email them to [GEO.2020.LUCA@census.gov](mailto:GEO.2020.LUCA@census.gov).



**REGISTRATION FORM  
2020 CENSUS LOCAL UPDATE OF CENSUS  
ADDRESSES OPERATION (LUCA)**

U.S. DEPARTMENT OF COMMERCE  
Economics and Statistics Administration  
U.S. CENSUS BUREAU

Entity ID
Government Name

**A. PARTICIPATION RESPONSE (Submission Deadline December 15, 2017)**

- YES** Our government is registering for LUCA. – *Complete Sections B and C.*
- NO** Our government is not registering for LUCA. – *Complete Section B and mark an (X) for each reason that applies:*
  - Another level of government (state or county) that includes our jurisdiction is participating in LUCA
  - Insufficient staff
  - Lack of funds
  - No time/too busy
  - No local address list available
  - Concerns about Census Bureau Title 13 materials
  - Restrictions on using Census Bureau Title 13 materials for other purposes
  - Other reason – *Specify (Please print)*

*Thank you for your comments. We will use them to help improve future LUCA operations.*

**B. SIGNATURE OF TRIBAL CHAIR OR HIGHEST ELECTED/APPOINTED OFFICIAL RESPONDING TO THE LUCA INVITATION**

- Printed name of Tribal Chair or Highest Elected Official/Appointed Official – *First, middle initial, last*
- Signature of Tribal Chair or Highest Elected Official/Appointed Official
 

Date
Month Day Year
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
- Position – *(e.g., Tribal Chair, Governor, Commissioner, Mayor, Supervisor; please do not abbreviate)* – *Please print*
- Physical/Mailing address
 

Number and street name	
City	State ZIP Code
- Telephone
 

Area code	Number	Extension
<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
- Email address

**C. LIAISON INFORMATION – Designate your LUCA Liaison.**

*This is the person responsible for protecting the confidential Census Bureau materials covered by Title 13, U.S. Code.*

*Complete this section only if you are participating in LUCA*

- Name – *(Please print)*
- Department, Organization, or Agency name – *(e.g., Planning and Zoning, Regional Planning Agency; please do not abbreviate)*
- Position – *(e.g., Tribal President, Director, Assessor, Planner; please do not abbreviate)*
- Physical/Mailing address
 

Number and street name	
City	State ZIP Code
- Telephone
 

Area code	Number	Extension
<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
- Email address

*Complete this form and return it along with the completed, signed copies of the Product Preference Form, Self-Assessment Checklist, and Confidentiality Agreement. Use the enclosed postage-paid envelope addressed to ATTN: Geography LUCA Materials 63-E, National Processing Center, 1201 East 10th St, Jeffersonville IN 47132. As an alternative, you may scan your completed forms, including forms with signatures, and email them to [GEO.2020.LUCA@census.gov](mailto:GEO.2020.LUCA@census.gov).*







C. County(ies) Selection – Continued

X	County Code	County Name	X	County Code	County Name	X	County Code	County Name

Remarks



**CONFIDENTIALITY  
AGREEMENT FORM**  
**2020 CENSUS LOCAL UPDATE OF  
CENSUS ADDRESSES OPERATION (LUCA)**

U.S. DEPARTMENT OF COMMERCE  
Economics and Statistics Administration  
U.S. CENSUS BUREAU

Entity ID
Government Name

**A. TERMS, CONDITIONS, AND RESPONSIBILITIES FOR PARTICIPATING IN THE 2020 CENSUS LUCA OPERATION**

All LUCA liaisons, reviewers, and anyone with access to Title 13, United States Code (U.S.C.) LUCA materials must agree to keep confidential the Title 13 materials to which they have access, including any maps that contain structure points showing the location of living quarters. They may use this information solely for suggesting improvements to the Census Bureau's address list and maps.

All individuals who will review or have access to Census Bureau Title 13 materials must sign below to indicate they have read and understand the Census Bureau's Confidentiality and Security Guidelines for LUCA. In addition, those who sign the agreement swear, under penalty of perjury, to maintain the confidentiality of Census Bureau materials protected under Title 13. Further, a signature indicates recognition that the penalty for wrongful disclosure is a fine of not more than \$250,000 or imprisonment for not more than 5 years, or both. Although access to the data is temporary, this commitment is permanent. You must be at least 18 years of age to sign this agreement.

By signing this agreement, your government agrees to destroy all Census Bureau Title 13 materials or return them to the Census Bureau at the completion of LUCA.

**B. LIAISON INFORMATION**

Liaison's Printed Name	Area code	Telephone number	Ext.
	[ ][ ] - [ ][ ] - [ ][ ][ ][ ] - [ ][ ][ ][ ]		
Liaison's Signature	Date	Month	Day
		[ ][ ]	[ ][ ]
Name of LUCA Liaison's Office, Department, or Agency - (Assessor's Office, Planning Department, Regional Planning Agency, etc.) - Please print			
Address of LUCA Liaison's Office, Department, or Agency - (House number and street name, RR or HC, and box number) - Please print			
City	State	ZIP Code	
		[ ][ ][ ]	[ ][ ]
Email address			

**C. INFORMATION FOR REVIEWER(S) and PERSON(S) WITH ACCESS TO TITLE 13, U.S.C. MATERIALS**

Printed name	Area code	Telephone number	Ext.
	[ ][ ] - [ ][ ] - [ ][ ][ ][ ] - [ ][ ][ ][ ]		
Signature	Date	Month	Day
		[ ][ ]	[ ][ ]
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print			
City	State	ZIP Code	
		[ ][ ][ ]	[ ][ ]
Email address			
Printed name	Area code	Telephone number	Ext.
	[ ][ ] - [ ][ ] - [ ][ ][ ][ ] - [ ][ ][ ][ ]		
Signature	Date	Month	Day
		[ ][ ]	[ ][ ]
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print			
City	State	ZIP Code	
		[ ][ ][ ]	[ ][ ]
E-mail address			

**Section C continued on the reverse**

**C. INFORMATION FOR REVIEWER(S) and PERSON(S) WITH ACCESS TO TITLE 13, U.S.C. MATERIALS - Continued**

Printed name	Area code	Telephone number	Ext.
	[ ][ ] - [ ][ ] - [ ][ ][ ][ ] - [ ][ ][ ][ ]		
Signature	Date Month Day Year [ ][ ] [ ][ ] [ ][ ][ ][ ]		
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print			
City	State	ZIP Code	
Email address			

Printed name	Area code	Telephone number	Ext.
	[ ][ ] - [ ][ ] - [ ][ ][ ][ ] - [ ][ ][ ][ ]		
Signature	Date Month Day Year [ ][ ] [ ][ ] [ ][ ][ ][ ]		
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print			
City	State	ZIP Code	
E-mail address			

Printed name	Area code	Telephone number	Ext.
	[ ][ ] - [ ][ ] - [ ][ ][ ][ ] - [ ][ ][ ][ ]		
Signature	Date Month Day Year [ ][ ] [ ][ ] [ ][ ][ ][ ]		
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print			
City	State	ZIP Code	
E-mail address			

Printed name	Area code	Telephone number	Ext.
	[ ][ ] - [ ][ ] - [ ][ ][ ][ ] - [ ][ ][ ][ ]		
Signature	Date Month Day Year [ ][ ] [ ][ ] [ ][ ][ ][ ]		
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print			
City	State	ZIP Code	
E-mail address			

Complete this form and return it along with the completed, signed copies of the Registration Form, Self-Assessment Checklist and the Product Preference Form. Use the enclosed postage-paid envelope addressed to ATTN: Geography WJCA 63-E, National Processing Center, 1201 East 10th St., Jeffersonville IN 47132. Rather than mailing, you may scan your completed forms, including forms with signatures, and email them to us at [GEO.2020.WJCA@census.gov](mailto:GEO.2020.WJCA@census.gov)



**SELF-ASSESSMENT CHECKLIST  
2020 CENSUS LOCAL UPDATE OF CENSUS  
ADDRESSES OPERATION (LUCA)**

U.S. DEPARTMENT OF COMMERCE  
Economics and Statistics Administration  
U.S. CENSUS BUREAU

Entity ID
Government Name

<b>PROTECTING CENSUS BUREAU TITLE 13 MATERIALS</b>	Confidentiality & Security Guidelines Reference	Circle Y, N or NA		
<b>1.</b> Do you understand that the Census Bureau's Title 13 data, including addresses and latitude/longitude coordinate data (structure points), cannot be used to create, update, nor modify a tribal, state, or local jurisdiction address data base?	3	Y	N	
<b>2.</b> Will you store Title 13 materials in a secure location?	4.1, 4.2	Y	N	
<b>3.</b> Will you secure Title 13 materials to prevent unauthorized staff from accessing these materials? This includes staff members other than those who signed the Confidentiality Agreement, that have access to the offices, cabinets, or other areas where Title 13 materials are stored.	4.1, 4.2	Y	N	
<b>4.</b> Will you construct electronic security profiles to allow only those who signed the Confidentiality Agreement to access the Census Bureau's Title 13 materials, if the Title 13 information is placed on a shared computer system? Required if you are selecting GUPS, the digital address list, or the Paper/PDF maps.	4.1	Y	N	NA
<b>5.</b> Will you ensure that your IT system restricts the read, write, delete, and execute functions applicable to the Census Bureau's Title 13 materials to only those individuals that signed the Confidentiality Agreement? Required if you are selecting GUPS, the digital address list, or the Paper/PDF maps.	4.1	Y	N	NA
<b>6.</b> Will you assign an encrypted, unique user-ID and password for each LUCA liaison, reviewer, and anyone with access to Title 13 materials? Required if you are selecting GUPS, the digital address list, or the Paper/PDF maps.	4.1	Y	N	NA
<b>7.</b> Will you keep Title 13 data separate from your other data? Title 13 data cannot be backed-up, mixed with, nor stored with other data? Required if you are selecting GUPS, the digital address list, or the Paper/PDF maps.	4.1	Y	N	NA
<b>REPORTING AN INCIDENT</b>	Confidentiality & Security Guidelines Reference	Circle Y or N		
<b>8.</b> Will you report to the Census Bureau all violations of unauthorized viewing or loss of Title 13 materials within <b>24 hours</b> of discovery?	4.3	Y	N	
<b>ON-SITE VISITS</b>	Confidentiality & Security Guidelines Reference	Circle Y or N		
<b>9.</b> Do you understand that the Census Bureau may conduct on-site visits to your office to inspect your security measures regarding the Census Bureau's Title materials?	4.4	Y	N	
<b>DESTRUCTION OR RETURN OF CONFIDENTIAL MATERIALS</b>	Confidentiality & Security Guidelines Reference	Circle Y or N		
<b>10.</b> Will you destroy (the preferred method) or return the Title 13 materials according to the approved destruction or return methods outlined in the Confidentiality and Security Guidelines?	4.5, 4.6	Y	N	
LUCA Liaison Signature				
LUCA Liaison Name (Print)			Date	

Complete this form and return it along with the completed, signed copies of the Registration Form, Confidentiality Agreement, and the Product Preference Form. Use the enclosed postage-paid envelope addressed to ATTN: Geography LUCA Materials 63-E, National Processing Center, 1201 East 10th St, Jeffersonville IN 47132. Rather than mailing, you may scan your completed forms, including forms with signatures, and email them to us at [GEO.2020.LUCA@census.gov](mailto:GEO.2020.LUCA@census.gov).

# 2020 Census Local Update of Census Addresses Operation (LUCA) Information Guide

Issued December 2016  
D-2101

## What Is LUCA?

The Local Update of Census Addresses Operation (LUCA) is a voluntary decennial census operation. LUCA is the only opportunity prior to the 2020 Census for tribal, state, and local governments (including the District of Columbia and Puerto Rico) to review and update the U.S. Census Bureau's residential address list for their jurisdiction. The Census Bureau relies on a complete and accurate address list to reach every living quarters and associated population for inclusion in the census. The Census Address List Improvement Act of 1994 (Public Law 103-430) authorizes LUCA.

Active, functioning, legal governments are eligible to participate in LUCA, including:

- Federally recognized tribes with a reservation and/or off reservation trust lands.
- States.
- Counties.
- Cities (incorporated places).
- Townships (minor civil divisions).

If your government lacks the resources to participate in LUCA, you can arrange for a higher level of government, such as a county; or an organization, such as a regional planning agency or council of governments, to conduct your address review.

## Why Participate in LUCA?

The accuracy and completeness of the address list is critical to the accuracy and completeness of the decennial census. Participating in LUCA can help ensure an accurate census for your community.

Although the primary purpose of the decennial census is to apportion seats in the U.S. House of Representatives, census data are used to:

- Distribute federal funds for over 1,000 programs administered by 26 federal agencies to tribal, state, and local governments.
- Provide statistical support for grant applications that fund community and regional development, education, agriculture, energy, and environmental programs, as well as other needed community improvements and enhancements.
- Help your community plan for future needs.

## What Is New for LUCA?

- Pre-LUCA activities, such as the on-going Geographic Support System (GSS) Partnership Program, provide more opportunities to submit address information and receive non-Title 13 feedback.
- New streamlined participation through the full address list review.
- Online viewing availability for the Census Bureau housing unit counts by census block for your jurisdiction starting in January 2017.
- Ease of use with standard data formats for viewing the Census Bureau's digital address list (Excel [.xlsx] and Comma Delimited Text [.csv]).
- Availability of the Census Bureau Geographic Update Partnership Software, a self-contained Geographic Information System (GIS) tool.
- Access to comprehensive data that include residential structure latitude/longitude coordinates and ungeocoded census residential addresses.
- Digital participants may submit residential structure coordinates as part of their address updates.

United States  
**Census**  
Bureau

U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. CENSUS BUREAU  
[census.gov](http://census.gov)

## LUCA Schedule

2020 Census LUCA Operation Schedule	
Timeframe	Activity
January 2017	Advance notice mailed to Highest Elected Officials (HEOs), Tribal Chairs (TCs), Governors, and other LUCA contacts.
March 2017	LUCA promotional workshops begin.
July 2017	LUCA invitation and registration materials mailed to HEOs, TCs, and Governors.
October 2017	LUCA training workshops begin.
February–April 2018	Participants review and update the Census Bureau’s address list.
February–September 2018	Census Bureau processes LUCA submissions.

## LUCA Preparation Checklist

- ✓ Participate in the GSS.
- ✓ Review your boundaries and respond to the 2017 Boundary and Annexation Survey (BAS).
- ✓ Complete and return the *Contact Information Update Form*.
- ✓ Attend a LUCA promotional workshop or access information at the LUCA Web site.
- ✓ Access the Census Address Count List for your jurisdiction online.
- ✓ Determine and assemble local address sources.
- ✓ Update your address list with information needed for LUCA:
  - Unit designations for multiunit housing (e.g., Apt 1, Apt 2, Unit A, Unit B, etc.) (required).
  - Residential address status (required, the LUCA Operation only accepts residential addresses).
  - ZIP Codes for mailing addresses desired.
- ✓ Geocode your local address list using the online Census Geocoder (digital address list required).
- ✓ Determine your LUCA materials format.
- ✓ Develop your address review strategy.
- ✓ Highest Elected Official (HEO), Tribal Chair (TC), or Governor registers for LUCA.
- ✓ Attend a training workshop or Webinar.
- ✓ Review and update LUCA materials.
- ✓ Receive address feedback.

**✔ Participate in the GSS.**

Pre-LUCA activities provide more opportunities to submit address information and receive non-Title 13 feedback through the continuous GSS Partnership Program.

**✔ Review your boundaries and respond to the 2017 BAS.**

The 2017 BAS is the last opportunity to ensure that your boundaries are correct before LUCA begins. Because LUCA participants receive only addresses inside their jurisdictional boundaries for review and update, you may not be able to view your entire address list if your boundaries are incorrect. The 2017 BAS starts in December 2016. For more information, visit the BAS Web site at <[www.census.gov/geo/partnerships/bas.html](http://www.census.gov/geo/partnerships/bas.html)>.

**✔ Complete and return the *Contact Information Update Form*.**

In January 2017, the HEO, TC, Governor, and other contacts that the Census Bureau has associated with each government will receive a LUCA notification package. The package includes information about LUCA and a *Contact Information*

*Update Form*. Complete the form and return it using the postage-paid envelope. If you prefer, you may scan it and return it via e-mail to <[GEO.2020.LUCA@census.gov](mailto:GEO.2020.LUCA@census.gov)>.

**✔ Attend a LUCA promotional workshop or access information on the LUCA Web site.**

Plan to attend a LUCA promotional workshop or Webinar to obtain additional information about participating in LUCA. You may also obtain additional information by accessing the LUCA Web site at <[www.census.gov/geo/partnerships/luca.html](http://www.census.gov/geo/partnerships/luca.html)>.

**✔ Access the Census Address Count List for your jurisdiction online.**

Your government's Address Count List, which contains the Census Bureau's count of residential addresses for each census block within your jurisdiction, is available on the LUCA Web site. Compare the census counts to your counts to help focus your participation efforts. Each census block record is at least 12 characters in length and contains seven fields of information <[www.census.gov/geo/maps-data/data/geocoder.html](http://www.census.gov/geo/maps-data/data/geocoder.html)>.

Digital Address Count List		
Maximum character length	Field name	Description
12	Entity ID	Unique code assigned by the Census Bureau to each entity.
2	State code	2-digit current state code.
3	County code	3-digit current county code.
6	Census tract number	6-digit current census tract number, with an implied decimal point between the fourth and fifth digit.
4	Census block number	4-digit current census block number.
7	Count of housing unit addresses	Census Bureau's most recent count of housing unit addresses.
7	Count of group quarters addresses	Census Bureau's most recent count of group quarters addresses.

---

**✔ Determine and assemble local address sources.**

Potential local address sources for compiling your residential address list include:

- E-911 address files.
- New housing construction or building permits.
- Housing inspection records.
- Planning and zoning records.
- Local utility records.
- School enrollment records.
- Driver license files.
- Annexation records.
- Assessment or tax files (residential units).
- Voter registration files.

**✔ Update your Address List with information needed for LUCA.**

**Unit Designation:** LUCA **requires** that each record include unit identifiers (e.g., Apt 1, Apt 2, Unit A, Unit B). Basic street address and the individual unit designation should be provided for multiunit buildings.

**Residential Status:** LUCA accepts only **residential** address updates.

**ZIP Code:** A ZIP Code in a mailing address is useful to the Census Bureau.

**✔ Geocode your local address list using the online Census Geocoder (digital address list required).**

The Census Bureau defines geocoding as assigning a state, county, census tract, and census block number to an address. Used in conjunction with the Address Count List, the Census Geocoder allows you to compare your digital address list to the Census Bureau's count of addresses by census block. You can focus your address review on the census blocks with the greatest address count differences between your address list and the Census Bureau's. For more information, see <[www.census.gov/geo/maps-data/data/geocoder.html](http://www.census.gov/geo/maps-data/data/geocoder.html)>.

**✔ Determine your LUCA materials format.**

The LUCA address lists and maps are available in digital or paper formats. The digital format requires the use of spreadsheet or database software, such as Excel (.xlsx) or Comma Delimited Text (.csv). The paper format is available only to governments with 6,000 or fewer addresses.

Example: Available LUCA materials formats  
 Copy provided for reference only; do NOT return this form.

<p><b>PRODUCT PREFERENCE FORM</b></p> <p><b>2020 CENSUS LOCAL UPDATE OF CENSUS ADDRESSES OPERATION (LUCA)</b></p>	<p>Entity ID _____</p> <p>Government Name _____</p>
<p><b>Please mark (X) to select a product preference format (Choose #1 OR #2 below)</b></p>	
<p>1. <input type="checkbox"/> <b>GUPS</b> – The Census Bureau’s Geographic Update Partnership Software (GUPS) is a self-contained Geographic Information System (GIS) tool. It includes the Census Bureau’s address list, address count list by census block, and partnership shapefiles. GUPS allows you to add external geospatial data (shapefiles, geodatabases, and imagery) for comparison and update purposes. GUPS functions on Windows XP, Vista, and Windows 7, 8, and 10, and Apple Mac OS X with additional bridge software.</p>	
OR	
<p>2. <input type="checkbox"/> Select one address list format in <b>Section A</b> and one map format in <b>Section B</b>.</p>	
<p><b>A. Address List – Select Digital or Paper</b></p> <p><input type="checkbox"/> <b>Digital</b> – Requires the use of a spreadsheet or database software. We will provide the files in Excel (.xlsx) and Comma Delimited Text (.csv) format.</p>	<p><b>B. Maps – Select Digital or Paper</b></p> <p><input type="checkbox"/> <b>Digital</b> – Partnership shapefiles that require the use of GIS software. Address structure points are <i>not</i> included in the partnership shapefiles but can be created from the lat/long coordinates included on the digital address list.</p>
OR	
<p><input type="checkbox"/> <b>Paper</b> – Available only to governments with 6,000 or fewer addresses. Each 8 1/2" X 14" page contains six (6) addresses (1,000 pages maximum). Choose <b>one</b> address sort preference below:</p> <p><input type="checkbox"/> Census Tract#/Block#/Street Name/House#/Unit#</p> <p><input type="checkbox"/> Street Name/House#/Unit#/Census Tract#/Census Block# (alphanumeric sort)</p> <p><i>Current number of residential housing units on file for your jurisdiction as of date X.</i></p>	<p><input type="checkbox"/> <b>Paper</b> – Large format paper map(s) (42" X 36") with one or more sheets. This includes a DVD of small format (8 1/2" X 14") block maps in Adobe PDF format that contain address structure coordinates showing the location of residential addresses.</p> <p><b>Note: The shapefiles do NOT contain address points. If you choose a paper address list and digital maps, you will not see map spots in the digital environment. You will have to use the block PDF maps.</b></p>

**Develop your address review strategy.**

To conduct your address review, consider your time, staff, and available local address information. If a complete review is not possible, focus your review on these areas:

- Group quarters (e.g., college dorms, nursing homes, correctional facilities, etc.).
- Areas of new construction.
- E-911 address conversion areas.
- Single-family homes converted to multifamily homes, and vice versa.
- Warehouses converted to residential units.
- New mobile homes.
- Apartment buildings with irregular or missing numbering schemes for the individual units.
- Annexed land.
- Areas along governmental boundaries.
- Blocks with the greatest count differences between the Census Bureau’s address block count and your address block count.

---

**✔ Highest Elected Official (HEO), Tribal Chair (TC), or Governor registers for LUCA.**

In July 2017, the Census Bureau will mail the invitation letter and registration form to your HEO, TC, or Governor. This invitation package will include information about LUCA and a registration form for the HEO, TC, Governor, and the LUCA liaison (designated by the HEO, TC, or Governor) to complete and return to the Census Bureau for participation in LUCA.

**✔ Attend a LUCA training workshop or Webinar.**

Training workshops will offer “hands-on” experience using the LUCA materials. Self-training aids and Webinars will be available online at the LUCA Web site. In addition, the *2020 Census Local Update of Census Addresses Operation (LUCA) Respondent Guide* contains detailed instructions and examples for conducting your address and map review.

**✔ Review and update LUCA materials.**

You have 120 calendar days from the receipt of your materials to conduct your address review and return your updates to the Census Bureau. We estimate that it will take between 16 to 672 hours to complete your address review and submit your updates, depending on your jurisdiction's size and number of changes.

**✔ Receive address feedback.**

After validating LUCA submissions, the Census Bureau will provide address feedback on your LUCA updates.

**? Questions**

For more information about LUCA, call 844-344-0169, e-mail us at <GEO.2020.LUCA@census.gov>, or visit our Web site at <[www.census.gov/geo/partnerships/luca.html](http://www.census.gov/geo/partnerships/luca.html)>.

### Digital Address List Record Layout

The information contained on each census address record includes census state and county codes, census tract and block numbers, and group quarters flag. The character length for each record may vary.

Maximum character length	Field name	Description
7	Line number	Sequential number for each address record in the file.
9	MAFID	Unique control number assigned to each MAF address.
12	Entity ID code	Unique number assigned by the Census Bureau to each entity.
1	Action code	Entered by the participant to indicate an action to be taken on the address.
2	State code	2-digit Current State Code.
3	County code	3-digit Current County Code.
6	Census tract number	6-digit current census tract number, with an implied decimal point between the fourth and fifth digit (e.g., 123401 and 000300).
4	Census block number	4-digit Census Block Number.
15	Geo ID	15-digit combination of State Code, County Code, census tract, and census block numbers.
1	Group quarters flag	Displays a 'Y' if the address is a group quarters.
35	Complete address number	Housing unit or group quarter's assigned address number, alone or with an address number prefix and/or address number suffix, that identifies a location along a thoroughfare or within a community.
100	Complete street name	Full street or road name.  The official name of a thoroughfare as assigned by a governing authority, or an alternate (alias) name that is used and recognized.
65	Apartment/unit number	Within structure descriptor or identifier, such as APT 5 or 1st FL FRN.
5	City-style mailing ZIP Code	5-digit ZIP Code for city-style mailing address.
100	Group quarters name	Name of group quarter (e.g., Dobbs Hall).
100	Facility name	Name of group quarter facility (e.g., University of Illinois).
100	Location description	Description of the location and physical characteristics of a living quarters (e.g., red ranch w/white shutters).
50	Noncity-style mail delivery address (RR#, HCR#, or PO Box #)	Rural Route and Box number, Highway Contract Route number, or Post Office Box number.
5	Noncity-style mailing ZIP Code	5-digit ZIP Code for noncity-style mailing address.
4	Map spot ID	Unique number assigned by the Census Bureau for each map spot within a block. Numbering starts over in each block.
1	Address use	A value entered by the participant indicating if the address is used for M) mailing purposes, L) location purposes, including emergency services, B) both mailing and location purposes.
11	Structure latitude	Address structure latitude, populated only if the Census Bureau has captured an address structure point for the address, otherwise blank. If blank, participants can populate this field.
12	Structure longitude	Address structure longitude, populated only if the Census Bureau has captured an address structure point for the address, otherwise blank. If blank, participants can populate this field.
1	City-style address flag	Displays "Y" if city-style address, an "N" if noncity-style address.

# Paper Address List

The information contained in the paper address list includes state and county codes, census tract and block numbers, address information, and group quarters flag. The paper address list is available only to governments with 6,000 or fewer addresses. Each 8 1/2" x 14" page contains six addresses (1,000 pages maximum). You may choose one of two sort preferences: Census Tract#/Block#/Street Name/House#/Unit# or Street Name/House#/Unit#/Census Tract#/Census Block#.

Example sort: Census Tract/Block

Example sort: Street Name/House#/Unit#/Census Tract#/Census Block#

Form D-2007 (06/01/0000) DATA CENTER FILE, 2000, XXXX		U.S. DEPARTMENT OF COMMERCE ECONOMIC AND STATISTICS ADMINISTRATION U.S. CENSUS BUREAU											
Sort: Tract/Block		2020 LOCAL UPDATE OF CENSUS ADDRESSES OPERATION (LUCA)											
Entry: Winter County CO88009		DISCLOSURE PROHIBITED BY TITLE 13, U.S.C.											
1 Line Number	2 MAFD	3 Action Code	4 Census Geographic Location of Address			5 GQ Flag	6 City-Style Mail Delivery Address or E-911 Address or Physical Location Description and Road Name			7 Noncity-Style Mail Delivery Address (RR Number, HCR Number, PO Box Number) (7a) Noncity-Style Mailing ZIP Code	8 Map Spot Number	9 City-Style Address Flag	10 Map Spot-ID Coordinates [10a] Latitude [10b] Longitude
			(ea) State County Code	(eb) Census Tract	(ec) Census Block		(fa) Complete Address Number	(fb) Complete Street Name Group Quarters Name (6f) Facility Name or Physical Location Description	(fc) Apt/ Unit Number				
102	999999993		88009	0054 00	2001	Y	5503	JEFFRAS DR	SUNSET ASSISTED LIVING COMMUNITY		21	Y	40.361373 -73.543799
103	999999994		88009	0054 00	2001		5507	JEFFRAS DR		APT 1	20	Y	40.361377 -73.543799
104	999999995		88009	0054 00	2001		5507	JEFFRAS DR		APT 2	20	Y	40.361381 -73.543799
105	999999996		88009	0054 00	2001		5509	JEFFRAS DR			19	Y	40.361378 -73.543799
106	999999997		88009	0054 00	2001						18		40.361379 -73.543799
107	XXXXXXXXXX		88009	0054 00	2002		XXXXXX		***NO KNOWN ADDRESS IN THIS BLOCK***		XXXXXX	X	XXXXXXXXXX XXXXXXXXXX

C - Correction to this address D - Delete this address J - Address is not in this jurisdiction N - Address is Nonresidential  
Action Codes

FICTITIOUS INFORMATION - FOR EXAMPLE ONLY

**ADDRESS LIST**  
**2020 LOCAL UPDATE OF CENSUS ADDRESSES OPERATION (LUCA)**

Sort: Street Name/House Number  
Entity: Winter County, CO88009

Page 5 of 20  
Date 01/09/2018

**DISCLOSURE PROHIBITED BY TITLE 13, U.S.C.**

1 Line Number	2 MAFID	3 Action Code	4 Census Geographic Location of Address			5 GQ Flag	6 City Style Mail Delivery Address or E-911 Address or Physical Location Description and Road Name			7 Nonch-Style Mail Delivery Address (RR Number, HCR Number, PO Box Number) (7a) Nonch-Style Mailing ZIP Code	8 Map Spot Number	9 City-Style Address Flag	10 Map Spot ID Coordinates (10a) Latitude (10b) Longitude
			(4a) State County Code	(4b) Census Tract	(4c) Census Block		(6a) Complete Street Name Group Quarters Name Facility Name or Physical Location Description	(6b) City-Style ZIP Code	(6c) Apply Unit Number				
25	999999993		88009	0045.00	1055		AMPHORA ST			3	Y	40.361373 -73.543799	
26	999999994		88009	0045.00	1055	4009	AMPHORA ST			8	Y	40.361377 -73.543799	
27	999999995		88009	0045.00	1058	5001	AMPHORA ST			1	Y	40.361381 -73.543799	
28	999999996		88009	0045.00	1058	5003	AMPHORA ST			2	Y	40.3613785 -73.543799	
29	999999997		88009	0045.00	1065	402	W CAMERON AVE			11	Y	40.3613791 -73.543799	
30	999999998		88009	0045.00	1065	404	W CAMERON AVE			12	Y	40.3613796 -73.543799	

**Action Codes:**  
C - Correction to this address    D - Delete this address    J - Address is not in this jurisdiction    N - Address is Nonresidential

FICTITIOUS INFORMATION - FOR EXAMPLE ONLY

## Paper Address List Add Page

Participants selecting the paper address list can add residential city-style addresses that do not appear on the Census Bureau's address list using the Address List Add Page.

Example: Address List Add Page

Form D-2888 (03-01-2020) OMB Control No. XXXX-XXXX		<b>ADDRESS LIST ADD PAGE</b> 2020 CENSUS LOCAL UPDATE OF CENSUS ADDRESSES OPERATION (LUCA)				U.S. DEPARTMENT OF COMMERCE BUREAU OF ECONOMIC ANALYSIS U.S. CENSUS BUREAU		PAGE _____ OF _____ PAGES		
						Name of Preparer: _____ <small>(Print Name)</small>		Date Completed: _____ <small>(MM/DD/YYYY)</small>		
Add Page For: _____ <small>(Entity Name)</small>						Entity ID Code: _____ <small>(Copy from Address List Page)</small>				
1 Line #	2 Census Geographic Location of Address				3 Enter "Y" if this is a Group Quarters	4 Residential Address			5 Unique Map Spot #	6 Address Use, if Known: M=Mailing L=Location B=Both
	(2a) State Code #	(2b) County Code #	(2c) Census Tract #	(2d) Census Block #		(4a) Complete Address Number	(4b) Complete Street Name	(4c) Apt/ Unit #		

DISCLOSURE PROHIBITED BY TITLE 13, U.S.C.

## Paper Address Count List

The LUCA address count list contains the count of housing unit and group quarters addresses for each census block within your jurisdiction. The list contains 90 census blocks per page. This list is for reference only.

*Example: Address Count List*

Form D-2008 (00-001-0000) OMB Control No. X000-0000				ADDRESS COUNT LIST 2020 CENSUS LOCAL UPDATE OF CENSUS ADDRESSES OPERATION (LUCA)				U.S. DEPARTMENT OF COMMERCE ECONOMIC AND STATISTICS ADMINISTRATION U.S. CENSUS BUREAU			
ST/CO: 52 / 003				Page: 1 of 1				Date: 12/02/2017			
Entity: ANY TOWN PLS212345											
Census Tract Number	Census Block Number	Count of Housing Unit Addresses	Count of Group Quarters Addresses	Census Tract Number	Census Block Number	Count of Housing Unit Addresses	Count of Group Quarters Addresses	Census Tract Number	Census Block Number	Count of Housing Unit Addresses	Count of Group Quarters Addresses
9708.01	2345	9	1	9708.03	1100	9					
9708.01	2346	11		9708.03	1101	4					
9708.01	2347	3		9708.03	1102	4					
9708.01	2348	9		9708.03	1103	6					
9708.01	2349	12		9708.03	1104	6					
9708.01	2350	12		9708.03	1105	5					
9708.01	2351	14		TOTAL	36	217	2				
9708.01	2352	6									
9708.01	2353	15	1								
9708.01	2354	12									
9708.01	3301	6									
9708.01	3302	8									
9708.01	3303	5									
9708.01	3304	12									
9708.02	3305	13									
9708.02	3306	5									
9708.02	3307	7									
9708.02	3309	6									
9708.02	3310	6									



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

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

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 18-24**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Ryan M. & Bonnie J. Brown, 59243 170<sup>th</sup> Street, Nevada, Iowa, 50201 involving the real estate located in Milford Township, Section 3 at 59243 170<sup>th</sup> Street, Nevada, Iowa, 50201 and identified as parcel #06-03-300-390 hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Ryan M. & Bonnie J. Brown are the legal titleholders of said real estate, and

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

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

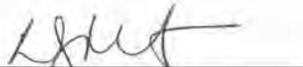
NOW, THEREFORE, BE IT RESOLVED that the plat of the Brown's Acres Residential Parcel Subdivision involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted and all acts and deeds of the said owners and grantors in the premises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

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution 18-24 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 22<sup>nd</sup> day of August, 2017.



Board of Supervisors  
Story County, Iowa



County Auditor  
Story County, Iowa

Moved by: Chitty

Seconded by: Olson

Voting Aye: Chitty, Olson, Sanders

Voting Nay: None

Absent: None

## ATTACHMENT A

### **Legal Description**

Parcel A in the the Southwest Quarter of Section 3, Township 84 North, Range 23 West of the 5th P.M., Story County, Iowa being more particularly described as follows:  
Commencing at the South Quarter Corner of said Section 3; thence N90°00'00"W, 610.27 feet along the south line of said Section 3 to the point of beginning; thence continuing N90°00'00"W, 1053.98 feet; thence N00°00'00"E, 413.29 feet; thence N90°00'00"E, 1053.98 feet; thence S00°00'00"W, 413.29 feet to the point of beginning, containing 10.00 acres which includes 0.80 acres of existing public right of way.

**ATTACHMENT B**

<b>PLAT OF RESIDENTIAL PARCEL SUBDIVISION BROWN'S ACRES SUBDIVISION</b>	
<b>INDEX LEGEND</b>	
<b>LOCATION:</b> ALL OF PARCEL LETTER "A" IN THE SW/4 SECTION 3, TOWNSHIP 84 NORTH, RANGE 23 WEST 6 <sup>TH</sup> STORY COUNTY, IOWA	
<b>SURVEY FOR:</b> RYAN M AND DONNIE J BROWN 59243 170TH ST, NEVADA IOWA 50201 - PROPRIETORS	
<b>SURVEYOR:</b> JOSEPH A SNETHER, PLS #23133	
<b>PREPARED BY:</b> RYKEN ENGINEERING AND LAND SURVEYING, INC. <b>RETURN TO:</b> 511 BANK ST., WEBSTER CITY, IA 50599 PH: 515-832-1676 FAX: 515-832-1932 WWW.RYKENENG.COM ryken@rykeneng.com	
<b>LEGAL DESCRIPTION OF RECORD:</b> COUNTY MONITOR'S PARCEL LETTER "A" PER COUNTY RECORDER'S SLIDE 235, PAGE 5  Survey Description-Parcel "A" A part of the Southwest Quarter of Section 3, Township 84 North, Range 23 West of the 5th R.M., Story County, Iowa, being more particularly described as follows: Commencing at the South Quarter Corner of said Section 3; thence N90°00'00"W, 810.27 feet along the south line of said Section 3 to the point of beginning; thence continuing N90°00'00"W, 1054.98 feet; thence N00°00'00"E, 413.29 feet; thence N90°00'00"E, 1053.98 feet; thence S00°00'00"W, 413.29 feet to the point of beginning, containing 10.00 acres which includes 0.80 acres of existing public right of way.	
<b>SHEET INDEX:</b> PAGE 1: DESCRIPTION, NOTES, AND (DETAIL) PAGE 2: PLAT DRAWING	
<b>DISRICTS:</b> SCHOOL - NEVADA COMMUNITY SCHOOL DISTRICT ZONING - A-1 AGRICULTURAL EMERGENCY SERVICES - STORY COUNTY AMBULANCE - ROLAND FIRE DRAINAGE - MILFORD 32 AND MILFORD 45 E911 ADDRESS - 59243 170TH ST NEVADA, IA 50201-7770 FEMA ZONE X PER TRM PANEL 0160E	
<b>NOTES:</b> 1. FOR THE PURPOSES OF THIS SURVEY, PARTS OF THE FOLLOWING WERE RETRACED: COUNTY RECORDER'S SLIDE 235 PAGE 5 COUNTY RECORDER'S SLIDE 412 PAGE 4  2. "ALL NEW LOTS SHALL REQUIRE AN E911 ADDRESS FOR INHABITED STRUCTURES, INCLUDING RESIDENCES AND BUSINESSES, TELECOMMUNICATIONS TOWERS AND FACILITIES, AND FOR ANY PUBLIC ASSEMBLY AREA INCLUDING OPEN-AIR, OUTDOOR ACTIVITIES. E911 ADDRESSES SHALL BE ASSIGNED BY STORY COUNTY AT THE REQUEST OF THE PROPERTY OWNER."	
<b>DETAIL</b> NOT TO SCALE  	
	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.  <i>Joseph A. Snether</i> JOSEPH A. SNETHER, PLS Date: 8-8-2017 License number: 23133 My license renewal date is December 31, 2018 Pages or sheets covered by this seal: 162
<b>MONUMENT SYMBOLS ARE IDENTIFIED TO THE NORTH:</b> <input checked="" type="checkbox"/> P.L.S.S. Corner (As noted) <input type="checkbox"/> 3/4" Yellow Copper Iron Nail (#12161)  <input type="checkbox"/> 3/4" x 7/8" Light Blue Plastic Capped Iron Nail (#23133)  #51581/0001/0000/PLS-PLS-PLS	Date of Survey: June 29, 2017 Section: See Page 2 Field Crew: J.S./J.M.  <input type="checkbox"/> Measured Distance or Bearing <input type="checkbox"/> Azimuth Distance or Bearing <input type="checkbox"/> Measured Distance or Bearing <input type="checkbox"/> Measured Distance or Bearing <input type="checkbox"/> Measured Distance or Bearing
	<b>7461</b> Page 1 of 2



# PLAT OF RESIDENTIAL PARCEL SUBDIVISION BROWN'S ACRES SUBDIVISION

## INDEX LEGEND

**LOCATION:** ALL OF PARCEL LETTER 'A' IN THE SW $\frac{1}{4}$  SECTION 3, TOWNSHIP 84 NORTH, RANGE 23 WEST IN STORY COUNTY, IOWA

**SURVEY FOR:** RYAN M. AND BONNIE J. BROWN  
59243 170TH ST, NEVADA IOWA  
50201 - PROPRIETORS

**SURVEYOR:** JOSEPH A. SNETHEN, PLS #23133

**PREPARED BY & RETURN TO:** RYKEN ENGINEERING AND LAND SURVEYING, INC.  
511 BANK ST., WEBSTER CITY, IA. 50595  
PH: 515-832-1876 FAX: 515-832-1932  
WWW.RYKENENG.COM ryken@rykeneng.com

## LEGAL DESCRIPTION OF RECORD:

COUNTY AUDITOR'S PARCEL LETTER 'A'  
PER COUNTY RECORDER'S SLIDE 235 PAGE 5

### Survey Description-Parcel 'A':

A part of the Southwest Quarter of Section 3, Township 84 North, Range 23 West of the 5th P.M., Story County, Iowa being more particularly described as follows:  
Commencing at the South Quarter Corner of said Section 3; thence N90°00'00"W, 610.27 feet along the south line of said Section 3 to the point of beginning; thence continuing N90°00'00"W, 1053.98 feet; thence N00°00'00"E, 413.29 feet; thence N90°00'00"E, 1053.98 feet; thence S00°00'00"W, 413.29 feet to the point of beginning, containing 10.00 acres which includes 0.80 acres of existing public right of way.

## SHEET INDEX:

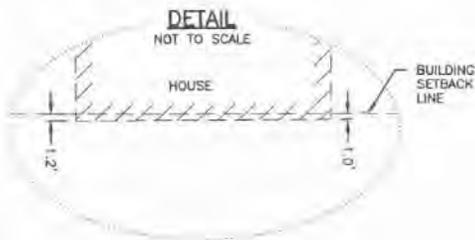
PAGE 1: DESCRIPTION, NOTES, AND DETAIL  
PAGE 2: PLAT DRAWING

## DISRICTS:

SCHOOL - NEVADA COMMUNITY SCHOOL DISTRICT  
ZONING - A-1 AGRICULTURAL  
EMERGENCY SERVICES - STORY COUNTY AMBULANCE  
ROLAND FIRE  
DRAINAGE - MILFORD 32 AND MILFORD 45  
E911 ADDRESS - 59243 170TH ST NEVADA, IA 50201-7770  
FEMA ZONE X PER FIRM PANEL 0160E

## NOTES:

- FOR THE PURPOSES OF THIS SURVEY, PARTS OF THE FOLLOWING WERE RETRACED:  
COUNTY RECORDER'S SLIDE 235 PAGE 5  
COUNTY RECORDER'S SLIDE 412 PAGE 4
- "ALL NEW LOTS SHALL REQUIRE AN E911 ADDRESS FOR INHABITED STRUCTURES, INCLUDING RESIDENCES AND BUSINESSES, TELECOMMUNICATIONS TOWERS AND FACILITIES, AND FOR ANY PUBLIC ASSEMBLY AREA INCLUDING OPEN-AIR, OUTDOOR ACTIVITIES. E911 ADDRESSES SHALL BE ASSIGNED BY STORY COUNTY AT THE REQUEST OF THE PROPERTY OWNER."



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.

*Joseph A. Snethen*  
JOSEPH A. SNETHEN, PLS  
Date: 6-8-2017 License number: 23133  
My license renewal date is December 31, 2018  
Pages or sheets covered by this seal: 1&2

### Monument Symbols are Orientated to the North

- ▲ PLSS Corner (As noted)
- 1/2" Yellow Capped Iron Rod (#17161)
- 3/4" x 2.0" Light Blue Plastic Capped Iron Rod (#23133)

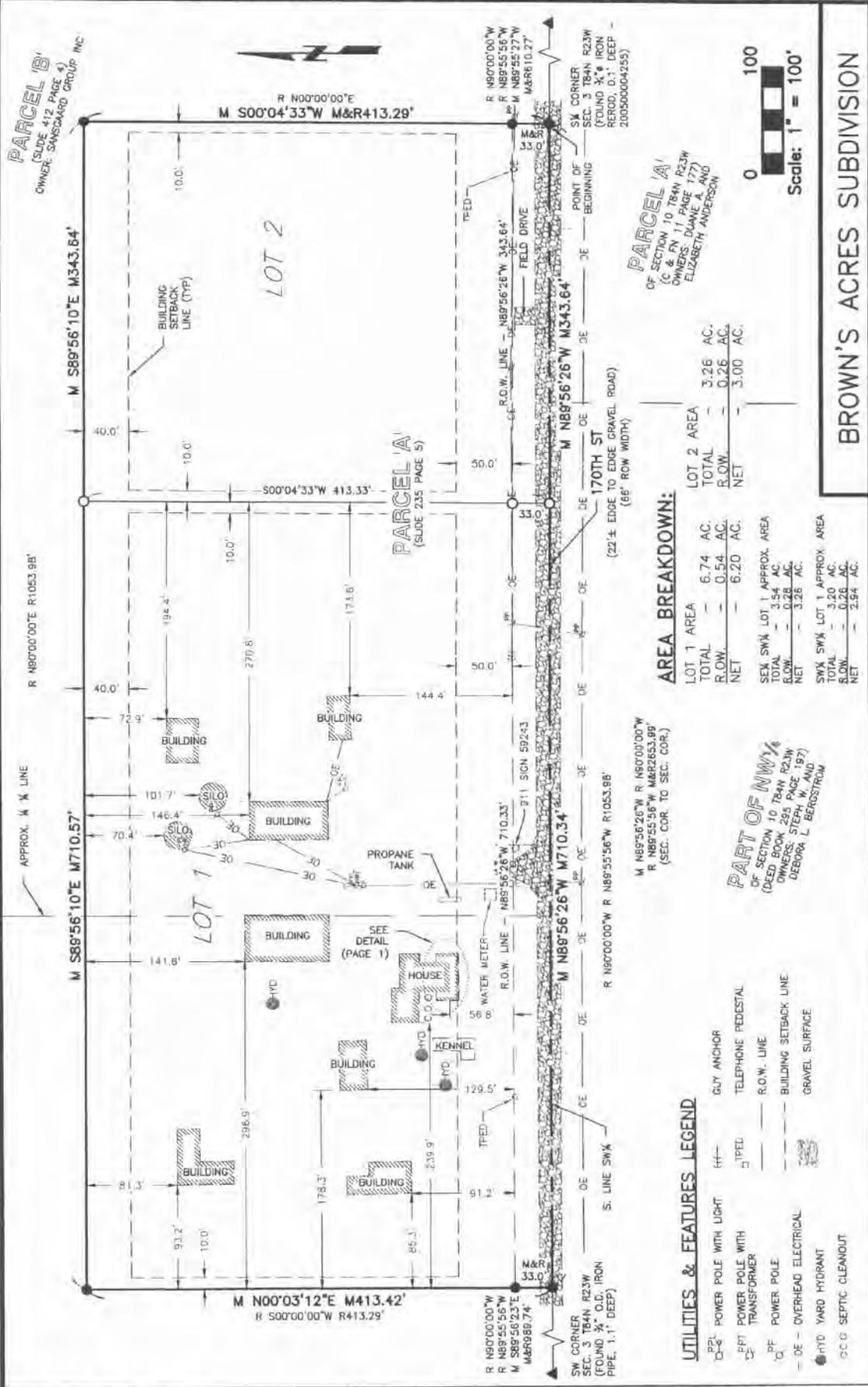
P:\7461\CAD\Survey\7461-Plat.dwg



Date of Survey: June 29, 2017  
Scale: See Page 2  
Field Crew: J.S./J.M.

M = Measured Distance or Bearing  
P = Plotted Distance or Bearing  
H = Record Distance or Bearing  
D = Deed Distance or Bearing  
G = GLD / PLSS Distance

7461  
Page 1 of 2



# Staff Report

## Board of Supervisors

Date of Meeting:  
August 22, 2017

Case Number SUB09-17  
Residential Parcel Subdivision – Brown’s Acres Subdivision  
Resolution No. 18-24

**APPLICANT:** Ryan & Bonnie Brown  
59243 170<sup>th</sup> Street  
Nevada, IA 50201

**STAFF PROJECT MANAGER:** Emily Zandt, Planner





## **Background**

### **Property Owners**

Ryan & Bonnie Brown

### **Parcel Identification Number**

06-03-300-390

### **Size of Area**

9.2 Net Acres

### **Current Zoning**

A-1 Agricultural District

### **Description of Proposed Subdivision**

The application is to consider a request for a Residential Parcel Subdivision of the 9.2 net acre parcel that includes a proposed 6.20 net acre lot (Lot 1), including the existing single-family dwelling and accessory structures, and a proposed 2.94 net acre lot (Lot 2) to be located to the east of the existing dwelling to accommodate a future single-family dwelling. Both lots will have frontage on 170<sup>th</sup> Street, a gravel road.

### **Applicant's Property and Current Surrounding Land Use**

The property is located in Milford Township. It is approximately 3.5 miles south of the City of Roland, and 5 miles northwest of Nevada. Adjacent properties include several large agricultural parcels and a residential lot to the southeast. There are 32 parcels located within a half mile of the property. Five (5) of these parcels, including the subject property, contain single-family dwellings. There are also twenty-five (25) parcels within half a mile of the property without dwellings that meet or exceed the minimum 35-acre requirement and would be candidates to obtain zoning permits from the County for the construction of a single-family dwelling.

The property currently has frontage on 170th Street. The existing single-family dwelling, located on proposed Lot 1, was constructed in 2000. Additionally, Lot 1 contains a shed constructed in 1941, a machine shed constructed in 1969, a pole barn constructed in 1900, and nine (9) agricultural buildings built between 1900 and 1991. There are also several trees on proposed Lot 1 that will not be impacted by the division. The eastern five acres of Lot 1 are in alfalfa production. The current owners of this property plan to sell proposed Lot 1 and build on proposed Lot 2. The owners anticipate keeping much of proposed Lot 2 in alfalfa production in the near future. This property is not located within the floodplain.

### **Adjacent properties to applicant's property**

North/West/East – 141.71-acre agricultural parcel

South – 38.00-acre agricultural parcel; 35.78 acre agricultural parcel; 3.22-acre parcel with a farmstead

### **History of Applicant's Property**



Brown's Acres Residential Parcel Subdivision

Parcel A, the subject property, is located in the south half of the southwest quarter of Section 3 of Milford Township (Section 3, Township 84, Range 23) in Story County. This parcel was first split from the original quarter quarters in 2005 through a Plat of Survey to create Parcel A (9.2 net acres), which contained the existing farmstead.

**Cities within Two Miles**

None.

**Utility Providers**

Midland Power Cooperative – Electric  
Central Iowa Water Association – Water

**Districts**

Nevada School District  
Story County Ambulance  
Roland Fire Department  
Drainage Districts: Milford 32 & 45

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

**87.06 RESIDENTIAL PARCEL SUBDIVISION PLAT**

A subdivision may be submitted for review and approval as a residential parcel subdivision plat when all of the following are true:

1. The development lots created by the subdivision are intended to be used for residential purposes.
2. Only two development lots may be created.
3. The Assessment Property Record Card for the property shall show a single family dwelling and/or farmstead, as defined in Section 85.08, in existence.
4. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use.
5. The subdivision lies wholly within the A-1 District. For parcels located within the boundaries of the Ames Urban Fringe Plan, the subdivision must be both zoned A-1 Agricultural and lie wholly within the Rural Service and Agricultural Conservation Area designation.
6. Both development lots (created by the residential parcel subdivision) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met.
7. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement.
8. No variances from subdivision or zoning standards shall be granted in order to accomplish the residential parcel subdivision.



Brown's Acres Residential Parcel Subdivision

9. The existing parcel shall not have been created through a previously approved residential parcel subdivision.

**Commentary**

The following comments are part of the official record of the proposed Residential Subdivision Plat – **Brown's Acres Subdivision, Case No. SUB08-17**. If necessary, conditions of approval may be formulated based off these comments.

**Comments from the Interagency Review Team**

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

Story County Assessor's Office

1. The Assessor's Office will review the Classification of the property for the 2018 Assessment.

Story County Auditor's Office

1. The legal description uses the recorded bearings and dimensions from Parcel A. The Auditor's Office believes the measured bearings and dimensions should be used in the legal description as the recorded and measured bearings and dimensions both appear on the face of the plat.

Story County Planning & Development Department

1. Please indicate the current uses for all buildings on proposed Lot 1.
2. Is Lot 2 currently in agricultural row crops?
3. Please indicate that this division is a Residential Parcel Subdivision in the plat title. Also, please add the name of the subdivision on page two (drawing).
4. Indicate the gross and net acreage of the lots on the plat drawing.
5. Please verify the dimensions of the lots and legal descriptions are consistent. There appears to be some discrepancies (see below).
6. Bold or increase size of text for the Street Name.

**Comments from the General Public**

Notification letters were mailed to surrounding property owners regarding the public meeting on the subdivision request on August 17, 2017. No written or verbal comments were received from the general public at the time this staff report was completed.

Analysis

Points to consider in evaluating the applicant's request to divide their property through the Residential Parcel Subdivision Plat process to create two (2) lots for a proposed and existing residential dwellings.

1. Five (5) single-family homes, including the subject property, are located within half a mile of the property. The proposed residential parcel subdivision fits in with the existing single-family dwellings and the character of the area.



2. Twenty-five (25) parcels in the area without dwellings meet or exceed the minimum 35-acre requirement and would be candidates to obtain zoning permits from the County for the construction of a single-family dwelling.
3. Access to proposed Lot 1 will remain along 170<sup>th</sup> Street. Proposed Lot 2 also has frontage along 170<sup>th</sup> Street.
4. Lot 1 and 2 meet the minimum requirement of one acre (net) each.
5. The property is not located within a floodplain.

Story County Planning & Development Staff recommend the approval of the Brown's Acres Residential Parcel Subdivision Plat as proposed (alternative #1).

#### Alternatives

The Board of Supervisors may consider four alternatives on the Residential Parcel Subdivision Plat – Brown's Acres Subdivision. These alternatives are:

1. **The Story County Board of Supervisors approves Resolution #18-24, the Residential Parcel Subdivision Plat – Brown's Acres Subdivision as put forth in SUB09-17.**
2. The Story County Board of Supervisors approves Resolution #18-24, the Residential Parcel Subdivision Plat— Brown's Acres Subdivision with conditions, as put forth in SUB09-17.
3. The Story County Board of Supervisors denies Resolution #18-24, the Residential Parcel Subdivision Plat – Brown's Acres Subdivision, as put forth in SUB09-17.
4. The Story County Board of Supervisors tables the decision on the Residential Parcel Subdivision Plat – Brown's Acres Subdivision as put forth in SUB09-17, and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on Board of Supervisor's agenda.



Jonathon L. Schroeder  
JonathonSchroeder@davisbrownlaw.com  
phone: 515-246-7901  
Ames Office

August 11, 2017

Story County Planning and Development  
Attn: Emily Zandt

RE: 59243 170<sup>th</sup> Street, Nevada, Iowa 50201  
Story County Parcel No. 06-03-300-390

Ladies and Gentlemen:

*I*

We certify that we have examined an Abstract of Title No. 1708092123 (the "Abstract") commencing with the Root of Title entry and prepared by Abstract & Title Services of Story County in Ames, Iowa (the "Abstracter"). Those who prepared the last continuation of the Abstract certified it reflects all matters up to August 8, 2017 to 8:00 a.m., and relating to the following property:

Parcel "A", a part of the Southwest Quarter (SW ¼) of Section Three (3), Township Eighty-four (84) North, Range Twenty-three (23) West of the 5<sup>th</sup> P.M., Story County, Iowa, as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa, on April 11, 2005, as Inst. No. 05-03693, Slide 235, Page 5,

TO BE KNOWN AS:

Lots One (1) and Two (2), Brown's Acres Subdivision, Story County, Iowa.

We further certify that good and marketable title to the property described above is held by the following:

**Ryan M. Brown, husband and Bonnie J. Brown, wife as joint tenants with full rights of survivorship, and not as tenants in common,**

free and clear from all liens and encumbrances, except:

1. **MORTGAGE**. Entry No. 27 discloses a Mortgage in favor of Greater Iowa Credit Union by Ryan Brown and Bonnie Brown, husband and wife, dated January 14, 2010 and filed of record on January 22, 2010 as Instrument No. 10-00591 in the Office of the Story County Recorder to secure credit in the amount of \$339,406.00 ultimately due February 1, 2040.

#2874254

DAVIS BROWN SCHROEDER & ROBERTS, L.L.C.

2. **PLAT**. Entry No. 11 discloses the Plat for Parcel "A" filed of record on April 11, 2005 as Instrument No. 05-03693 in the Office of the Story County Recorder.

3. **ZONING**. The property is subject to Story County's Comprehensive Zoning Ordinances. The abstract indicates the property is located in an A-1, Agricultural Zone.

4. **REAL ESTATE TAXES**. The Abstract discloses the real estate taxes are paid to date, including the real estate taxes for both halves of fiscal year 2015-2016. The real estate taxes for both halves for fiscal year 2016-2017, i.e. those taxes payable by installment due September 30, 2017 and March 31, 2018, are unpaid but not yet delinquent. Those taxes are in the amount of \$2,132.00 per installment. For real estate tax purposes the property under examination is identified as Parcel No. 06-03-300-390. **This examiner requires taxes be paid in accordance with the purchase agreement at closing.**

5. **SEARCHES**. The Abstracter conducted ten-year judgment lien search against Ryan M. Brown and Bonnie J. Brown and found no liens other than noted herein. The Abstracter also searched the Iowa Mechanic's Lien Registry and found no liens.

6. **CHAIN OF TITLE**. The Abstract discloses the following 24-month chain of title:

Ryan M. Brown and Bonnie J. Brown acquired title by virtue of Warranty Deed from Janet Robey, a single person, dated May 11, 2005 and filed of record on May 13, 2005 as Instrument No. 05-05263 in the Office of the Story County Recorder.

## II

There are other matters which could affect the property and which could cause expense to you, but because of their nature they cannot be shown in an abstract of title. Please advise if you desire our assistance to determine before closing if any of the following might cause a problem:

1. **MECHANICS LIEN**. Within the last 90 days someone may have completed a repair or improvement on the property, or provided materials for such repairs or improvements. If that person has not received payment for such labor or materials and if within that 90 days a claim is posted on the Mechanic's Notice and Lien Registry on the Iowa Secretary of State's website ("**MNLR**") against the property, you could be required to pay the claim, even if posted after you pay for the property and take possession. As a general rule, there is no sure way to determine if there are any such unpaid claims. It is best to determine from the titleholders if any such work has been done. If this property is residential property, you should have a search conducted of the MNLR prior to closing to determine whether a Notice of Commencement and any Preliminary Notices have been posted against the property. If there has been a Notice of Commencement posted against the residential property, you should obtain a mechanic's lien waiver from each party who has posted a Notice of Commencement or Preliminary Notice against the property. If

a Notice of Commencement has not been posted against the residential property, you should still determine if any work has been done in the last 90 days by a contractor who does not have any subcontractors or suppliers.

2. **SURVEY**. Normally a survey will show information concerning the location of rights-of-way, easements, and building setbacks. The law states that you have notice of the rights of all persons in possession of this property or any portion thereof, and rights which would be disclosed by a survey; therefore, it will also be a good idea to obtain a survey to find the location of corners and lot lines so that you can determine if adjoining landowners are using any part of this property, or if improvements on this property are encroaching.

3. **SPECIAL ASSESSMENTS**. An abstract of title makes no report of special assessments unless certified to the County Treasurer's Office. The lien for special assessments does not attach against the benefited property until certification to the County Treasurer's Office, but such a lien has priority equivalent to real estate taxes. A lien may attach against the property for work already preliminarily approved by the County Board of Supervisors or City Council. Your interest in the property would be subject to any such lien. This examiner suggests that contact be made with the County Board of Supervisors and the City to determine if there has been any resolution which might give rise to such a lien.

4. **LIENS FOR CHARGES FOR MUNICIPAL SERVICES**. An abstract of title does not report liens for services provided by the city, such as sewage disposal, and any other charges for services until they are certified to the County Treasurer. A lien for municipal services does not attach to the benefited property until certified to the County Treasurer's Office. A lien may attach against the property for services already rendered. Your interest in the property would be subject to any such lien. This examiner suggests that contact be made with the City to verify the currency of such payments.

5. **BANKRUPTCY**. If bankruptcy proceedings affecting the property have been commenced in any county other than the county in which the property is located, the Abstracter will not have searched such proceedings. If you have any reason to believe that there may have been or is currently such a bankruptcy proceeding, please advise and we will arrange for an appropriate search of the bankruptcy records.

6. **ENVIRONMENTAL MATTERS**. An abstract of title will not disclose the existence of hazardous wastes, underground storage tanks, drainage wells, and other like environmentally regulated activities. You are cautioned that federal, state, and local legislation, may, in the event there are environmental and/or public health violations, permit injunctive relief and require "clean up" such as removal and remedial actions. The cost of such "clean up" may be a lien against the property and a personal liability. You may have liability even though you may not have disposed of hazardous wastes on the property or used any underground storage tanks. You should make appropriate inquiries regarding such matters and if possible, obtain suitable, written representations and indemnification from a financially responsible party.

7. **GOVERNMENTAL TAKING AND FORFEITURE.** There are federal and state laws and regulations (collectively "Governmental Regulations") that allow governmental entities to take possession of and/or forfeit your interest in, your property under certain circumstances. Your property may be taken for a public purpose under the power of eminent domain. Also, the use of your property for drug trafficking may result in the loss of the property even though you are not personally involved in, or aware of, the drug trafficking. This opinion is subject to any such Governmental Regulations, and the power exercised by any governmental entity pursuant to such Governmental Regulations.

8. **RESTRICTIVE COVENANTS.** Use restrictions which were recorded more than 21 years ago and which have not been reserved are no longer enforceable. Easements set forth in the use restrictions continue to be enforceable. You should review such use restrictions to determine how such restrictions affect your use of the property. If you wish to preserve the restrictions beyond 21 years after the date such restrictions were recorded, you should file a statement of preservation before the end of the 21 year period.

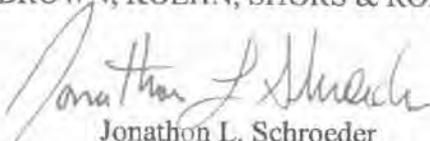
### *III*

Before any transfer of this property at the closing, you should assure yourself that the deed which is used is in proper form, that sellers and buyers are properly named, and that the correct amount of transfer stamps is affixed to the deed. The manner in which you take title may have important tax consequences that you should consider.

This opinion is directed only to you and is intended solely for your use and purposes. No other persons are entitled to rely hereon.

The foregoing report is only a preliminary opinion and we reserve the right to re-examine the Abstract when re-continued giving you our final opinion. The foregoing report is limited to an examination of the Abstract last continued and certified by the Abstracter and does not cover any matters outside of the Abstract.

Sincerely,  
DAVIS, BROWN, KOEHN, SHORS & ROBERTS, P.C.

  
Jonathon L. Schroeder  
Iowa Title Guaranty No. 10631

Prepared by Jonathon L. Schroeder, Davis Law Firm, 2605 Northridge Parkway, Ste. 101, Ames, IA 50010, (515) 288-2500

**CERTIFICATE OF THE TREASURER OF STORY COUNTY, IOWA**

I, Renee M. Twedt, Treasurer of Story County, Iowa, certify that the records of this office show that the real estate described in the attached plat and to be known as Brown's Acres Subdivision, Story County, Iowa, is free from certified taxes and certified special assessments.

Dated: 08/17/17

  
\_\_\_\_\_  
Renee M. Twedt  
Treasurer, Story County, Iowa

*By: [Handwritten Signature] SGL  
PROP TAX SUPV.*

Parcel No. 06-03-300-390

**MORTGAGEE'S CONSENT TO PLAT**

KNOW ALL MEN BY THESE PRESENTS:

The undersigned hereby states, acknowledges and certifies that it is the holder of the Mortgage filed of record on January 22, 2010 as Instrument No. 10-00591 from Ryan Brown and Bonnie Brown, husband and wife, to Greater Iowa Credit Union, of the real estate legally described as:

A part of the Southwest Quarter of Section 3, Township 84 North, Range 23 West of the 5th P.M., Story County, Iowa being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 3; thence N90°00'00"W, 610.27 feet along the south line of said Section 3 to the point of beginning; thence continuing N90°00'00"W, 1053.98 feet; thence N00°00'00"E, 413.29 feet; thence N90°00'00"E, 1053.98 feet; thence S00°00'00"W, 413.29 feet to the point of beginning, containing 10.00 acres which includes 0.80 acres of existing public right of way.

which is to be platted as Brown's Acres Subdivision, Story County, Iowa, and that said platting is done with the free consent and in accordance with the desire of said Mortgagee.

Dated this 10<sup>th</sup> day of August, 2017.

Greater Iowa Credit Union

By Neal Dietz, VP  
Name: Neal Dietz  
Title: VP of Lending

STATE OF IOWA )  
COUNTY OF STORY ) ss:

This record was acknowledged before me this 10<sup>th</sup> day of August, 2017 by NEAL DIETZ as VP of Lending of Greater Iowa Credit Union.

[Signature]  
Notary Public in and for said State



**OWNER'S CONSENT TO PLAT**

KNOW ALL PERSONS BY THIS INSTRUMENT:

The undersigned persons hereby state, acknowledge, and certify that Ryan M. Brown and Bonnie J. Brown, husband and wife, are the Proprietors and record fee titleholders to the real estate described as follows, to-wit:

A part of the Southwest Quarter of Section 3, Township 84 North, Range 23 West of the 5th P.M., Story County, Iowa being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 3; thence N90°00'00"W, 610.27 feet along the south line of said Section 3 to the point of beginning; thence continuing N90°00'00"W, 1053.98 feet; thence N00°00'00"E, 413.29 feet; thence N90°00'00"E, 1053.98 feet; thence S00°00'00"W, 413.29 feet to the point of beginning, containing 10.00 acres which includes 0.80 acres of existing public right of way,

to be subdivided and platted as Brown's Acres Subdivision, Story County, Iowa, as it appears on the accompanying Plat, and is done with the free consent and in accordance with the desire of said Proprietors.

Dated: 8-9-17

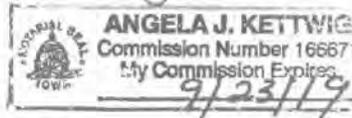
Ryan M. Brown  
Ryan M. Brown

Bonnie J. Brown  
Bonnie J. Brown

STATE OF IOWA            )  
                                          ) ss:  
COUNTY OF Story        )

This record was acknowledged before me this 9 day of August, 2017 by Ryan M. Brown and Bonnie J. Brown.

Angela J. Kettwig  
Notary Public in and for said State



DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER  
Prepared by Emily Zandt, Story County Planning & Development Department, 900 6<sup>th</sup> St., Nevada, Iowa 50201 515-382-7248

Please return to:  
Planning & Development

STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 18-25

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate under the ownership of Mark G. and Lorrie L. Lengel, 30620 Rolling Hills Drive, Maxwell, Iowa. The proposed Major Subdivision is located in Section 15 of Indian Creek Township and identified as parcels #15-15-320-020, containing approximately 11.76 gross acres hereinafter described on Attachment A and shown on Attachment B (preliminary plat) and Attachment C (final plat), and

WHEREAS, Mark G. and Lorrie L. Lengel are the legal titleholders of said platted real estate, and

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

WHEREAS, the Story County Planning and Zoning Commission recommended approval of the Major Subdivision Preliminary Plat with an alternative compliance request on August 2, 2017 and

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

NOW, THEREFORE, BE IT RESOLVED that the Rolling Hills Plat 4 involving real estate hereinafter described on Attachment A and shown on Attachment B (preliminary plat) and Attachment C (final plat) being the same, is hereby approved and accepted and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved and the real estate hereinafter described on Attachment A shall hereinafter be known as the Rolling Hills Plat 4.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution #18-25 to be affixed to said Major Subdivision Preliminary Plat and Major Subdivision Final Plat upon its approval by the Board of Supervisors.

Dated this 22<sup>nd</sup> day of August, 2017.

  
Board of Supervisors  
Story County, Iowa

  
County Auditor  
Story County, Iowa

**Major Subdivision Preliminary Plat**  
Moved by: Olson  
Seconded by: Chitty  
Voting Aye: Olson, Chitty, Sanders  
Voting Nay: None  
Absent: None

**Major Subdivision Final Plat**  
Moved by: Olson  
Seconded by: Chitty  
Voting Aye: Olson, Chitty, Sanders  
Voting Nay: None  
Absent: None

## **ATTACHMENT A**

### **LEGAL DESCRIPTION:**

#### Survey Description-Rolling Hills Plat 4:

A subdivision of Lot 2 in Rolling Hills Plat 3 in the Northeast Quarter of the Southwest Quarter of Section 15, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, as recorded in Slide 458, Page 6, and being more particularly described as follows: Beginning at the Northeast Corner of said Lot 2; thence S00°08'20"E, 979.67 feet to the Southeast corner thereof, said point also being the Southeast Corner of said Northeast Quarter of the Southwest Quarter; thence following the boundary of said Lot 2 N89°39'22"W, 339.22 feet to the Southwest Corner thereof; thence N11°36'19"E, 111.23 feet; thence N19°24'50"W, 100.17 feet; thence N00°06'08"E, 49.93 feet; thence N71°20'06"W, 426.51 feet; thence N15°43'05"E, 69.40 feet; thence N02°34'52"W, 121.66 feet; thence N12°32'03"E, 60.26 feet; thence N40°00'33"E, 217.16 feet to the southwesterly line of Rolling Hills Drive and a point on a curve concave to the northeast, having a radius of 245.65 feet, a central angle of 29°19'19" and being subtended by a chord which bears S58°39'50"E, 124.35 feet; thence southeasterly, 125.71 feet along said curve to a point of curvature; thence 236.27 feet along said curve concave to the west, having a radius of 50.00 feet, a central angle of 270°44'39" and being subtended by a chord which bears N12°35'18"E, 70.25 feet to a point of curvature; thence northwesterly 47.18 feet along said curve concave to the northeast, having a radius of 175.65 feet, a central angle of 15°23'23" and being subtended by a chord which bears N63°59'48"W, 47.04 feet to the Southwest Corner of Lot 1 in said Rolling Hills Plat 3; thence N53°56'59"E, 255.43 feet to the Southeast Corner thereof; thence S89°53'35"E, 299.97 feet along the north line of said Lot 2 to the point of beginning, containing 11.76 acres.

#### Survey Description-Access Easement:

A strip 15.00 feet in width lying in Lot 2, Rolling Hills Plat 4, being described as follows: Beginning at the Southeast Corner of Lot 1; thence S51°57'35"W, 15.78 feet to the beginning of a curve; thence westerly 72.58 feet along said curve having a radius of 56.98 feet, concave to the south, a central angle of 72°59'08" and being subtended by a chord which bears S85°04'58"W, 67.77 feet to a point of reverse curvature; thence southwesterly 116.12 feet along said curve concave to the northwest having a radius of 193.57 feet, a central angle of 34°22'13" and being subtended by a chord which bears S62°33'47"W, 114.39 feet to the easterly line of Rolling Hills Drive, and there terminating.

### **PROPERTY LOCATION**

Section 15, Township 82, Range 22

### **PARCEL IDENTIFICATION NUMBER**

#15-15-320-020

**ATTACHMENT B**



**ATTACHMENT C**



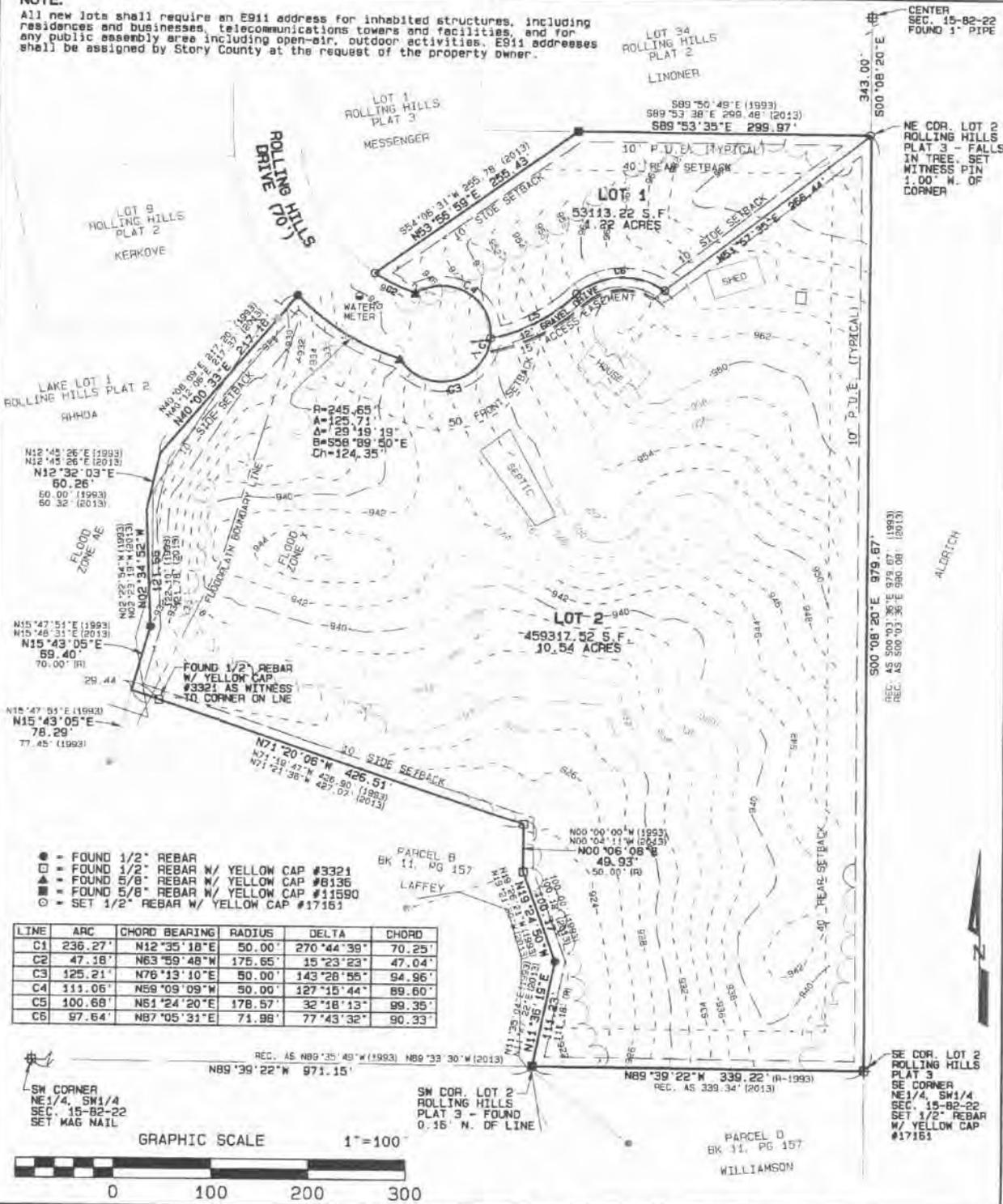
# PRELIMINARY PLAT ROLLING HILLS PLAT 4

**LOCATION:** A SUBDIVISION OF LOT 2, ROLLING HILLS PLAT 3, NE1/4, SW1/4, SEC. 15-82-22, STORY COUNTY, IOWA

**OWNERS/DEVELOPERS:** MARK G. & LORRIE L. LENGEL  
30620 ROLLING HILLS DRIVE  
MAXWELL, IA

**SURVEYOR:** R. BRADLEY STUMBO, PLS #17161  
STUMBO & ASSOCIATES LAND SURVEYING  
P.O. BOX 1664  
AMES, IA 50010  
515-233-3689

**NOTE:**  
All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.



LINE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD
C1	236.27'	N12°35'18"E	50.00'	270°44'39"	70.25'
C2	47.18'	N63°59'48"W	175.65'	15°23'23"	47.04'
C3	125.21'	N76°13'10"E	50.00'	143°28'55"	94.96'
C4	111.06'	N59°09'09"W	50.00'	127°15'44"	89.60'
C5	100.68'	N51°24'20"E	178.57'	32°18'13"	99.35'
C6	97.64'	N87°05'31"E	71.98'	77°43'32"	90.33'

SW CORNER  
NE1/4, SW1/4  
SEC. 15-82-22  
SET MAG NAIL

SW COR. LOT 2  
ROLLING HILLS  
PLAT 3 - FOUND  
0.15' N. OF LINE

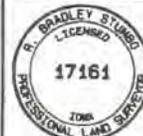
SE COR. LOT 2  
ROLLING HILLS  
PLAT 3  
SE CORNER  
NE1/4, SW1/4  
SEC. 15-82-22  
SET 1/2" REBAR  
W/ YELLOW CAP  
#17161

**STUMBO & ASSOCIATES  
LAND SURVEYING**

510 S. 17TH STREET, SUITE #102  
AMES, IOWA 50010  
PH. 515-233-3689 • FAX 515-233-4403

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.

*R. Bradley Stumbo*  
R. Bradley Stumbo License #17161 Date: 7/10/17  
My license renewed date is December 31, 2017  
Job #17014 Date: 7/10/17 Page 1 of 2



# FINAL PLAT ROLLING HILLS PLAT 4

**LOCATION:** A SUBDIVISION OF LOT 2, ROLLING HILLS PLAT 3, NE1/4, SW1/4, SEC. 15-82-22, STORY COUNTY, IOWA

**OWNERS/DEVELOPERS:** MARK E. & LORRIE L. LENGEL  
30620 ROLLING HILLS DRIVE  
MAXWELL, IA

**SURVEYOR:** R. BRADLEY STUMBO, PLS #17161  
STUMBO & ASSOCIATES LAND SURVEYING  
P.O. BOX 1864  
AMES, IA 50010  
515-233-3689

**NOTE:**  
All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.



**STUMBO & ASSOCIATES  
LAND SURVEYING**  
510 S. 11TH STREET, SUITE #102  
AMES, IOWA 50010  
PH. 515-233-3684 • FAX 515-233-4403

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.

*R. Bradley Stumbo* Date: 8/17/17  
R. Bradley Stumbo License #17161  
My license renewal date is December 31, 2017  
Job #17014 Date: 8/17/17 Page 1 of 2



Survey Description-Rolling Hills Plat 4:

A subdivision of Lot 2 in Rolling Hills Plat 3 in the Northeast Quarter of the Southwest Quarter of Section 15, Township 82 North, Range 22 West of the 5<sup>th</sup> P.M., Story County, Iowa, as recorded in Slide 458, Page 6, and being more particularly described as follows: Beginning at the Northeast Corner of said Lot 2; thence S00°08'20"E, 979.67 feet to the Southeast corner thereof, said point also being the Southeast Corner of said Northeast Quarter of the Southwest Quarter; thence following the boundary of said Lot 2 N89°39'22"W, 339.22 feet to the Southwest Corner thereof; thence N11°36'19"E, 111.23 feet; thence N19°24'50"W, 100.17 feet; thence N00°06'08"E, 49.93 feet; thence N71°20'06"W, 426.51 feet; thence N15°43'05"E, 69.40 feet; thence N02°34'52"W, 121.66 feet; thence N12°32'03"E, 60.26 feet; thence N40°00'33"E, 217.16 feet to the southwesterly line of Rolling Hills Drive and a point on a curve concave to the northeast, having a radius of 245.65 feet, a central angle of 29°19'19" and being subtended by a chord which bears S58°39'50"E, 124.35 feet; thence southeasterly, 125.71 feet along said curve to a point of curvature; thence 236.27 feet along said curve concave to the west, having a radius of 50.00 feet, a central angle of 270°44'39" and being subtended by a chord which bears N12°35'18"E, 70.25 feet to a point of curvature; thence northwesterly 47.18 feet along said curve concave to the northeast, having a radius of 175.65 feet, a central angle of 15°23'23" and being subtended by a chord which bears N63°59'48"W, 47.04 feet to the Southwest Corner of Lot 1 in said Rolling Hills Plat 3; thence N53°56'59"E, 255.43 feet to the Southeast Corner thereof; thence S89°53'35"E, 299.97 feet along the north line of said Lot 2 to the point of beginning, containing 11.76 acres.

Survey Description-Access Easement:

A strip 15.00 feet in width lying in Lot 2, Rolling Hills Plat 4, being described as follows: Beginning at the Southeast Corner of Lot 1; thence S51°57'35"W, 15.78 feet to the beginning of a curve; thence westerly 72.58 feet along said curve having a radius of 56.98 feet, concave to the south, a central angle of 72°59'08" and being subtended by a chord which bears S85°04'58"W, 67.77 feet to a point of reverse curvature; thence southwesterly 116.12 feet along said curve concave to the northwest having a radius of 193.57 feet, a central angle of 34°22'13" and being subtended by a chord which bears S62°33'47"W, 114.39 feet to the easterly line of Rolling Hills Drive, and there terminating.



**Jonathon L. Schroeder**  
JonathonSchroeder@davisbrownlaw.com  
phone: 515-246-7901  
Ames Office

July 27, 2017

Story County Planning and Zoning

and

Story County Board of Supervisors

RE: Rolling Hills Plat 4 Request for Alternative Requirements

To whom it may concern:

My firm represents Mark and Lorrie Lengel in their subdivision of their property located at 30620 Rolling Hills Drive, Maxwell. The Lengels are attempting to split their twelve-acre lot into two lots in order to place a manufactured home on the second lot for Lorrie's parents. Because they have recently done a minor subdivision to adjust a property boundary with their neighbor, they were required to have a major subdivision done to accomplish their goal. We are requesting alternative requirements from Story County Land Development Regulations Section 88.04(2)(B), which requires:

Shared access easements may be used in cases where any lot, parcel, or tract has frontage along an existing or proposed public or private road, but does not meet the 300-foot access separation distance. Shared access easements shall be parallel to the front lot line and shall not exceed 50 feet in width.

Once the subdivision is complete, both residences will be using the preexisting driveway to access their residences. The current driveway is not parallel with the front line, especially because the front line of the property consists of an abandoned cul-de-sac circle. Moreover, Story County staff has interpreted the 50 feet requirement to mean that the shared access easement cannot extend beyond 50 feet from the right of way, which would result in an easement the same length as the front property setback. This would not be a sufficient length to provide shared access to the residences as the driveway is over three times that length.

Therefore, we are requesting alternative requirements from Story County Land Development Regulations Section 88.04(2)(B) in order to allow the preexisting driveway to be used in its entirety for shared access to both residences.

#2868930

DAVIS BROWN KOEHL SHORS & ROBERTS P.C.

PHONE 515.288.2500  
FIRM FAX 515.243.0854  
WWW.DAVISBROWNLAW.COM

THE DAVIS BROWN TOWER, 215 10<sup>TH</sup> ST., STE. 1300, DES MOINES, IA 50309  
THE HIGHLAND BUILDING, 4201 WESTOWN PKWY., STE. 300, WEST DES MOINES, IA 50266  
THE AMES OFFICE, 2605 NORTHRIDGE PKWY., AMES, IA 50010  
THE EMMETSBURG OFFICE, 2214 MAIN ST., P.O. BOX 314, EMMETSBURG, IA 50536

July 27, 2017  
Page 2

Sincerely,  
DAVIS, BROWN, KOEHN, SHORS & ROBERTS, P.C.

  
Jonathon L. Schroeder



**Jonathon L. Schroeder**  
 JonathonSchroeder@davisbrownlaw.com  
 phone: 515-246-7901  
 Ames Office

August 17, 2017

Story County Planning and Development  
 Attn: Emily Zandt

RE: 30620 Rolling Hills Drive, Maxwell, Iowa 50161  
 Story County Parcel No. 15-15-320-020

Ladies and Gentlemen:

**I**

In accordance with Iowa Code section 354.11, we certify that we have examined an Abstract of Title No. 1707111837 (the "Abstract") commencing with the Root of Title entry and prepared by Abstract & Title Services of Story County in Ames, Iowa (the "Abstracter"). Those who prepared the last continuation of the Abstract certified it reflects all matters up to July 13, 2017 to 8:00 a.m., and relating to the following property:

Lot Two (2), Rolling Hills Plat 3 Subdivision Plat, Story County, Iowa

**ALSO KNOWN AS:**

A subdivision of Lot 2 in Rolling Hills Plat 3 in the Northeast Quarter of the Southwest Quarter of Section 15, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, as recorded in Slide 458, Page 6, and being more particularly described as follows: Beginning at the Northeast Corner of said Lot 2; thence S00°08'20"E, 979.67 feet to the Southeast corner thereof, said point also being the Southeast Corner of said Northeast Quarter of the Southwest Quarter; thence following the boundary of said Lot 2 N89°39'22"W, 339.22 feet to the Southwest Corner thereof; thence N11°36'19"E, 111.23 feet; thence N19°24'50"W, 100.17 feet; thence N00°06'08"E, 49.93 feet; thence N71°20'06"W, 426.51 feet; thence N15°43'05"E, 69.40 feet; thence N02°34'52"W, 121.66 feet; thence N12°32'03"E, 60.26 feet; thence N40°00'33"E, 217.16 feet to the southwesterly line of Rolling Hills Drive and a point on a curve concave to the northeast, having a radius of 245.65 feet, a central angle of 29°19'19" and being subtended by a chord which bears S58°39'50"E, 124.35 feet; thence southeasterly, 125.71 feet along said curve to a point of curvature; thence 236.27 feet along said curve concave to the west, having a radius of 50.00 feet, a central angle of 270°44'39" and being subtended by a chord which bears N12°35'18"E, 70.25 feet to a point of curvature; thence northwesterly 47.18 feet

#2865896

DAVIS BROWN KOERN SIGGS & ROBERTS P.C.

along said curve concave to the northeast, having a radius of 175.65 feet, a central angle of 15°23'23" and being subtended by a chord which bears N63°59'48"W, 47.04 feet to the Southwest Corner of Lot 1 in said Rolling Hills Plat 3; thence N53°56'59"E, 255.43 feet to the Southeast Corner thereof; thence S89°53'35"E, 299.97 feet along the north line of said Lot 2 to the point of beginning, containing 11.76 acres.

TO BE KNOWN AS:

Lots One (1) and Two (2), Rolling Hills Plat 4 Subdivision Plat, Story County, Iowa.

We further certify that good and marketable title to the property described above is held by the following:

**Mark G. Lengel and Lorrie L. Lengel, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common,**

free and clear from all liens and encumbrances, except:

1. **MORTGAGES.** The Abstract discloses the following mortgages filed of record:
  - a) Entry No. 64 discloses a Mortgage in favor of Northwest Bank by Mark G. Lengel and Lorrie L. Lengel, husband and wife, dated July 16, 2013 and filed of record on July 23, 2013 as Instrument No. 13-08826 in the Office of the Story County Recorder to secure credit in the amount of \$217,000.00 ultimately due February 1, 2027; and,
  - b) Entry No. 67 discloses a Mortgage in favor of Northwest Bank by Mark G. Lengel and Lorrie L. Lengel, husband and wife, dated February 25, 2014 and filed of record on March 10, 2014 as Instrument No. 14-01700 in the Office of the Story County Recorder to secure credit in the amount of \$60,000.00 ultimately due March 15, 2019.
2. **PLAT.** Entry No. 63 discloses the Plat for Rolling Hills Plat 3 Subdivision Plat, Story County, Iowa dated February 8, 2013 and filed of record on July 11, 2013 as Instrument No. 13-08206 in the Office of the Story County Recorder.
3. **ZONING.** The property is subject to Story County's Comprehensive Zoning Ordinances. The abstract indicates the property is located in an R-1, Residential Zone.
4. **REAL ESTATE TAXES.** The Abstract discloses the real estate taxes are paid to date, including the real estate taxes for both halves of fiscal year 2015-2016, i.e. those taxes payable by installment due September 30, 2016 and March 31, 2017. The real estate taxes for

fiscal year 2016-2017 have not yet been certified by the County. For real estate tax purposes the property under examination is identified as Parcel No. 15-15-320-020.

5. **SEARCHES.** The Abstracter conducted ten-year judgment lien search against Mark G. Lengel and Lorrie L. Lengel and found no liens other than noted herein. The Abstracter also searched the Iowa Mechanic's Lien Registry and found no liens.

6. **CHAIN OF TITLE.** The Abstract discloses the following 24-month chain of title:

Mark G. Lengel and Lorrie L. Lengel acquired title by virtue of Warranty Deed from Todd Hanrahan and Mary Hanrahan, husband and wife, and Patricia J. Hardy, a single person, dated August 31, 2002 and filed of record on September 16, 2002 as Instrument No. 02-14005 in the Office of the Story County Recorder.

## *II*

There are other matters which could affect the property and which could cause expense to you, but because of their nature they cannot be shown in an abstract of title. Please advise if you desire our assistance to determine before closing if any of the following might cause a problem:

1. **MECHANICS LIEN.** Within the last 90 days someone may have completed a repair or improvement on the property, or provided materials for such repairs or improvements. If that person has not received payment for such labor or materials and if within that 90 days a claim is posted on the Mechanic's Notice and Lien Registry on the Iowa Secretary of State's website ("MNLN") against the property, you could be required to pay the claim, even if posted after you pay for the property and take possession. As a general rule, there is no sure way to determine if there are any such unpaid claims. It is best to determine from the titleholders if any such work has been done. If this property is residential property, you should have a search conducted of the MNLN prior to closing to determine whether a Notice of Commencement and any Preliminary Notices have been posted against the property. If there has been a Notice of Commencement posted against the residential property, you should obtain a mechanic's lien waiver from each party who has posted a Notice of Commencement or Preliminary Notice against the property. If a Notice of Commencement has not been posted against the residential property, you should still determine if any work has been done in the last 90 days by a contractor who does not have any subcontractors or suppliers.

2. **SURVEY.** Normally a survey will show information concerning the location of rights-of-way, easements, and building setbacks. The law states that you have notice of the rights of all persons in possession of this property or any portion thereof, and rights which would be disclosed by a survey; therefore, it will also be a good idea to obtain a survey to find the location of corners and lot lines so that you can determine if adjoining landowners are using any part of this property, or if improvements on this property are encroaching.

3. **SPECIAL ASSESSMENTS.** An abstract of title makes no report of special assessments unless certified to the County Treasurer's Office. The lien for special assessments does not attach against the benefited property until certification to the County Treasurer's Office, but such a lien has priority equivalent to real estate taxes. A lien may attach against the property for work already preliminarily approved by the County Board of Supervisors or City Council. Your interest in the property would be subject to any such lien. This examiner suggests that contact be made with the County Board of Supervisors and the City to determine if there has been any resolution which might give rise to such a lien.

4. **LIENS FOR CHARGES FOR MUNICIPAL SERVICES.** An abstract of title does not report liens for services provided by the city, such as sewage disposal, and any other charges for services until they are certified to the County Treasurer. A lien for municipal services does not attach to the benefited property until certified to the County Treasurer's Office. A lien may attach against the property for services already rendered. Your interest in the property would be subject to any such lien. This examiner suggests that contact be made with the City to verify the currency of such payments.

5. **BANKRUPTCY.** If bankruptcy proceedings affecting the property have been commenced in any county other than the county in which the property is located, the Abstractor will not have searched such proceedings. If you have any reason to believe that there may have been or is currently such a bankruptcy proceeding, please advise and we will arrange for an appropriate search of the bankruptcy records.

6. **ENVIRONMENTAL MATTERS.** An abstract of title will not disclose the existence of hazardous wastes, underground storage tanks, drainage wells, and other like environmentally regulated activities. You are cautioned that federal, state, and local legislation, may, in the event there are environmental and/or public health violations, permit injunctive relief and require "clean up" such as removal and remedial actions. The cost of such "clean up" may be a lien against the property and a personal liability. You may have liability even though you may not have disposed of hazardous wastes on the property or used any underground storage tanks. You should make appropriate inquiries regarding such matters and if possible, obtain suitable, written representations and indemnification from a financially responsible party.

7. **GOVERNMENTAL TAKING AND FORFEITURE.** There are federal and state laws and regulations (collectively "Governmental Regulations") that allow governmental entities to take possession of and/or forfeit your interest in, your property under certain circumstances. Your property may be taken for a public purpose under the power of eminent domain. Also, the use of your property for drug trafficking may result in the loss of the property even though you are not personally involved in, or aware of, the drug trafficking. This opinion is subject to any such Governmental Regulations, and the power exercised by any governmental entity pursuant to such Governmental Regulations.

8. **RESTRICTIVE COVENANTS.** Use restrictions which were recorded more than 21 years ago and which have not been reserved are no longer enforceable. Easements set forth in

the use restrictions continue to be enforceable. You should review such use restrictions to determine how such restrictions affect your use of the property. If you wish to preserve the restrictions beyond 21 years after the date such restrictions were recorded, you should file a statement of preservation before the end of the 21 year period.

*III*

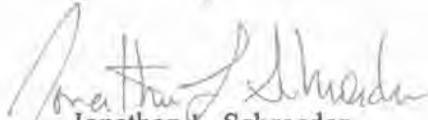
Before any transfer of this property at the closing, you should assure yourself that the deed which is used is in proper form, that sellers and buyers are properly named, and that the correct amount of transfer stamps is affixed to the deed. The manner in which you take title may have important tax consequences that you should consider.

This opinion is directed only to you and is intended solely for your use and purposes. No other persons are entitled to rely hereon.

The foregoing report is only a preliminary opinion and we reserve the right to re-examine the Abstract when re-continued giving you our final opinion. The foregoing report is limited to an examination of the Abstract last continued and certified by the Abstracter and does not cover any matters outside of the Abstract.

Sincerely,

DAVIS, BROWN, KOEHN, SHORS & ROBERTS, P.C.

  
Jonathon L. Schroeder  
Iowa Title Guaranty No. 10631

**OWNER'S CONSENT TO PLAT**

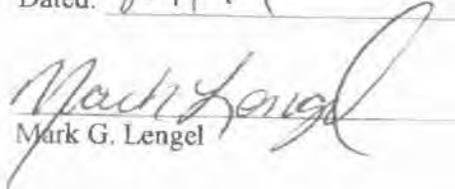
KNOW ALL PERSONS BY THIS INSTRUMENT:

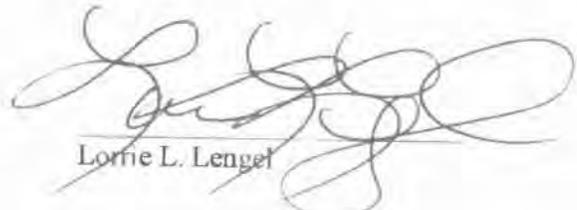
The undersigned persons hereby state, acknowledge, and certify that Mark G. Lengel and Lorrie L. Lengel, husband and wife, are the Proprietors and record fee titleholders to the real estate described as follows, to-wit:

Lot Two (2), Rolling Hills Plat 3 Subdivision Plat, Story County, Iowa,

to be subdivided and platted as Rolling Hills Plat 4 Subdivision Plat, Story County, Iowa, as it appears on the accompanying Plat, and is done with the free consent and in accordance with the desire of said Proprietors.

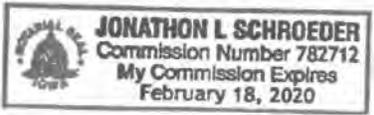
Dated: 8-17-17

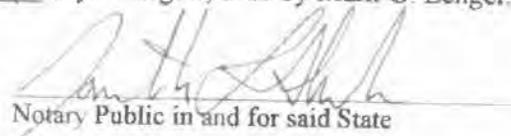
  
Mark G. Lengel

  
Lorrie L. Lengel

STATE OF IOWA                    )  
                                                  ) ss.  
COUNTY OF STORY            )

This record was acknowledged before me this 17 day of August, 2017 by Mark G. Lengel.

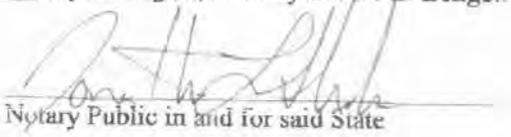


  
Notary Public in and for said State

STATE OF IOWA                    )  
                                                  ) ss:  
COUNTY OF STORY            )

This record was acknowledged before me this 17 day of August, 2017 by Lorrie L. Lengel.



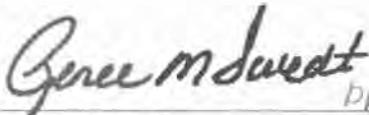
  
Notary Public in and for said State

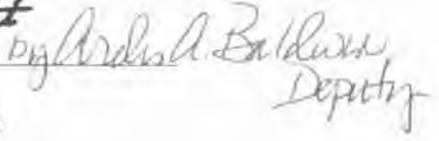
Prepared by Jonathon L. Schroeder, Davis Law Firm, 2605 Northridge Parkway, Ste. 101, Ames, IA 50010, (515) 288-2500

**CERTIFICATE OF THE TREASURER OF STORY COUNTY, IOWA**

I, Renee M. Twedt, Treasurer of Story County, Iowa, certify that the records of this office show that the real estate described in the attached plat and to be known as Rolling Hills Plat 4 Subdivision Plat, Story County, Iowa, is free from certified taxes and certified special assessments.

Dated: 08-17-17

  
Renee M. Twedt  
Treasurer, Story County, Iowa

  
Ardis A. Baldwin  
Deputy

Parcel No. 15-15-320-020



# Staff Report

## Board of Supervisors

**Date of Meeting:**  
August 22, 2017

Case #: SUB08-17  
Resolution #18-25

Major Preliminary & Final Subdivision Plat – Rolling Hills Plat 4

**APPLICANT:**

Jonathon Schroeder, Attorney at Davis Brown Law Firm  
on behalf of:  
Mark and Lorrie Lengel  
30620 Rolling Hills Drive  
Maxwell, IA 50161

**STAFF PROJECT MANAGER:** Emily Zandt, Planner

**SUMMARY:** Major Subdivision request for proposed Lot 1, for construction of a new single-family dwelling and proposed Lot 2, to contain the existing single-family dwelling and accessory structure. Alternative Compliance is requested from General Site Planning Standard 88.04: maximum width of shared access easement requirement. The Story County Planning and Zoning Commission recommended approval of the proposed Preliminary Major Subdivision Plat with the Alternative Compliance requested at their August 2, 2017 meeting. The request to the Board of Supervisors is to consider both the preliminary and final plats of the Rolling Hills Plat 4, as a Letter of Credit and Development Agreement will not be necessary and no road, drainage, grading, or other improvements are needed.





**Property Owner**

Mark and Lorrie Lengel  
30620 Rolling Hills Drive  
Maxwell, IA 50161

**Parcel Identification Number**

15-15-320-020

**Size of Area**

11.95 acres

**Current Zoning**

R-1 Transitional Residential District

**Current C2C Plan Designation**

Rural Residential

**Cities within Two Miles of the Subject Property**

City of Maxwell

**Utility and Related Services**

Alliant Energy, Central Iowa Rural Water, City of Maxwell Fire Department, and Story County Ambulance service

**Items submitted with the Major Final Plat**

1. Application
2. Preliminary Plat Drawing– revised after County staff comments and discussions
3. Final Plat Drawing and legal description
4. Responses to county staff review comments
5. Request for Alternative Compliance
6. Mortgagee’s Consent
7. Attorney’s Title Opinion

**Description of Proposed Subdivision**

The application is a request to consider a Major Preliminary and Final Subdivision Plat to divide existing Lot 2 of the Rolling Hills Plat 3 Subdivision once into two lots for a single-family dwelling on each lot. Proposed Lot 1 will contain 1.22 acres and be located to the north of the existing single-family dwelling which will be located on proposed Lot 2, to contain 10.54 acres. Approximately 0.5 acres on the west edge of proposed Lot 2 is included in the floodplain. The existing dwelling and buildings and the proposed dwelling will not impact the floodplain area. The current owners will retain ownership of both



lots. The goal of the proposed subdivision is to allow for another single-family dwelling to be occupied by the owners' parents on proposed Lot 1.

#### **History of Applicant's Property**

The subject property is located in Section 15 of Indian Creek Township within the existing Rolling Hills Plat 3. This property is located approximately  $\frac{3}{4}$  mile north of the City of Maxwell. Parcel #15-15-320-020 or Lot 2 of the Rolling Hills Plat 3 was created in 2013 when Parcel A and Lot 32 of Rolling Hills Plat 2 were reconfigured into Lots 1 and 2 of the Rolling Hills Plat 3 through a minor subdivision. The entire Rolling Hills platted area was rezoned from A-1 Agricultural to R-1 in 1974. Rolling Hills Plat 2 was divided in 1977. Rolling Hills Plat 1 is located approximately  $\frac{1}{4}$  mile to the south of Rolling Hills Plat 2 and is the Rolling Hills Mobile Home Park.

#### **Current Surrounding Land Use**

There are 27 parcels within one quarter mile of the subject property. Of these parcels, 17 contain single-family dwellings and 5 parcels, zoned A-1 Agricultural, meet the 35-acre requirement to obtain a zoning permit for a single-family dwelling in Story County.

#### **North**

There are two residential properties to the north of the subject property and south of 305<sup>th</sup> Street. Lots 33 & 34 of Rolling Hills Subdivision Plat 2 is a 3.48 acre parcel and contains a single-family dwelling built in 1962. This property has access off of 305<sup>th</sup> Street. Lot 1 of Rolling Hills Subdivision Plat 3 is 1.18 acres and contains a single-family dwelling built in 1994. This property takes access off of Rolling Hills Drive.

#### **East**

The parcel to the east of the subject property is a 25.76 net acre parcel that contains a single-family dwelling built in 1902 and agricultural buildings. This property is not a part of the Rolling Hills Subdivision and is zoned A-1.

#### **South**

To the south of the subject property is a lake and an 18.02 net acre residential parcel with a single-family dwelling. The residential parcel is a part of the Rolling Hills Subdivision Plat 2.

#### **West**

To the west of the subject property is a lake and seven (7) residential parcels that are a part of the Rolling Hills Subdivision Plat 2.



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

Story County’s Land Development Regulations Chapter 87.08 (1) (D) requires a major subdivision when a minor subdivision has been approved for the tract(s) being divided after December 31, 2003. This subdivision application was submitted as a Major subdivision due to the minor subdivision that created the subject property in 2013.

**Chapter 87.09 – Major Subdivision Plats**

1. Subdivisions that cannot be submitted as agricultural or minor subdivision plats shall be considered major subdivision plats and are subject to preliminary and final platting requirements outlined herein.
2. Procedure. A major subdivision shall adhere to the procedures for review and approval adopted by the Story County Board of Supervisors. (Ordinance No. 184)
3. Submittal Requirements for Preliminary Plat Review. The preliminary plat shall be drawn at an appropriate scale to reflect the readability of the subdivision elements. Any application for major subdivision plat–preliminary plat review not containing all of the following information shall not be considered by the Board. Major subdivision plats must incorporate all general site planning standards outlined in Chapter 88.

**Commentary**

The following comments are part of the official record of the proposed **Major Subdivision Plat- Rolling Hills Plat 4**. If necessary, conditions of approval may be formulated based on these comments:

**Comments from the Conceptual Review Team**

A Conceptual Review meeting for the proposed Rolling Hills Plat 4 was held on Thursday, March 30, 2017. After conceptual review, the complete application submittal was also forwarded to the members of the Interagency Review Team. Some of the County staff review comments were as follows:

**Planning and Development Department**

1. Please provide a letter of acknowledgement from the Maxwell Fire chief.
2. Please provide written and signed statements of the appropriate officials of the availability of water, gas and electricity to the proposed subdivision.
3. The access easement should follow requirements of Chapter 88.04 (2) B. The shared access easement should be parallel to the front lot line, and should not exceed 50’ in width.
4. Please change the heading on the plat from Final Plat to Preliminary Plat.
5. Add existing contour intervals of not more than five (5) feet and a minimum of two (2) contours to the plat.
6. Please add utility easements to the plat as required by Chapter 88.03 (1).
7. A portion of the property falls within a flood zone. Please indicate the boundaries of this flood zone on the plat.



8. Add the following notation to the plat: “All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.”
9. Please provide a site context map showing the relationship between the property and the natural and human-made features existing within 1,000 feet of the site per Chapter 87.09.
10. Add the names of all surrounding property owners to the plat, specifically for Parcel D to the south and the property directly to the east.

#### **Environmental Health Department**

1. The existing system, permit #1896 consists of laterals on the south side of the house.
2. The septic on the proposed north lot may need to extend onto the south lot (10' setback is the requirement). Environmental Protection 567 IAC Chapter 69 .9 (1) h. Easements are required only if the lot is owned by two different parties. If the property sells, an easement would be required. We will explore the options during the site review after the application for septic construction permit is received.

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

Notification letters were mailed to surrounding property owners within ¼ mile of the property regarding the subdivision request on July 27, 2017. At the August 2, 2017 Planning and Zoning Commission Meeting, two members spoke on their concerns regarding the need for all lot owners to contribute to pay for lake maintenance and the adjacent property owners' view preservation and the protection of natural resources and vegetation.

A copy of the public notice was also emailed to the City of Maxwell. The Maxwell City Council voted to waive the right to review the Rolling Hills Plat 4 Major Subdivision on at their August 9, 2017 council meeting.

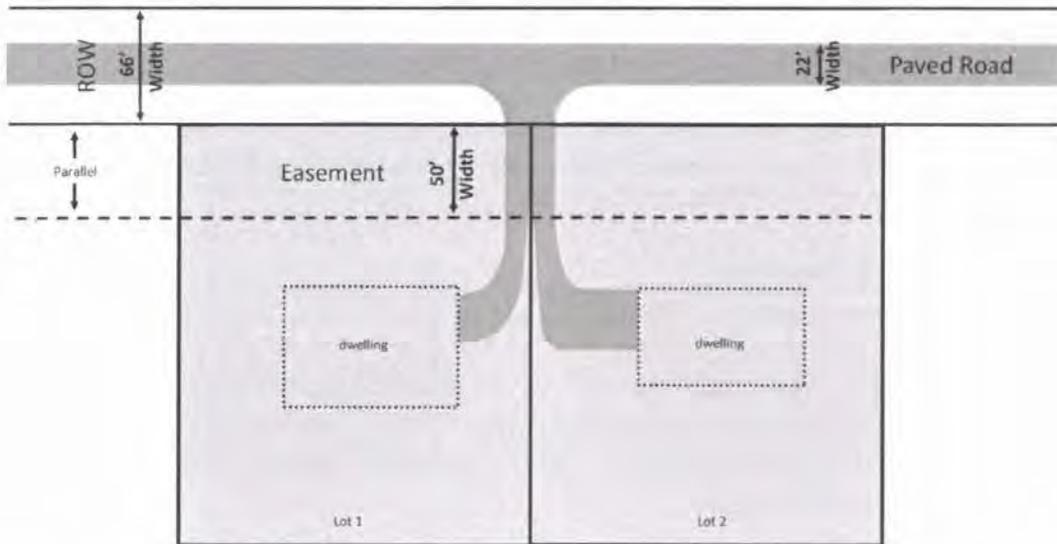
#### **Alternative Compliance Request**

The applicant has submitted an Alternative Compliance Request for a shared access drive. The Story County Land Development Regulations include the following regulation under the General Site Planning Standards Chapter 88.04 (2)(B):

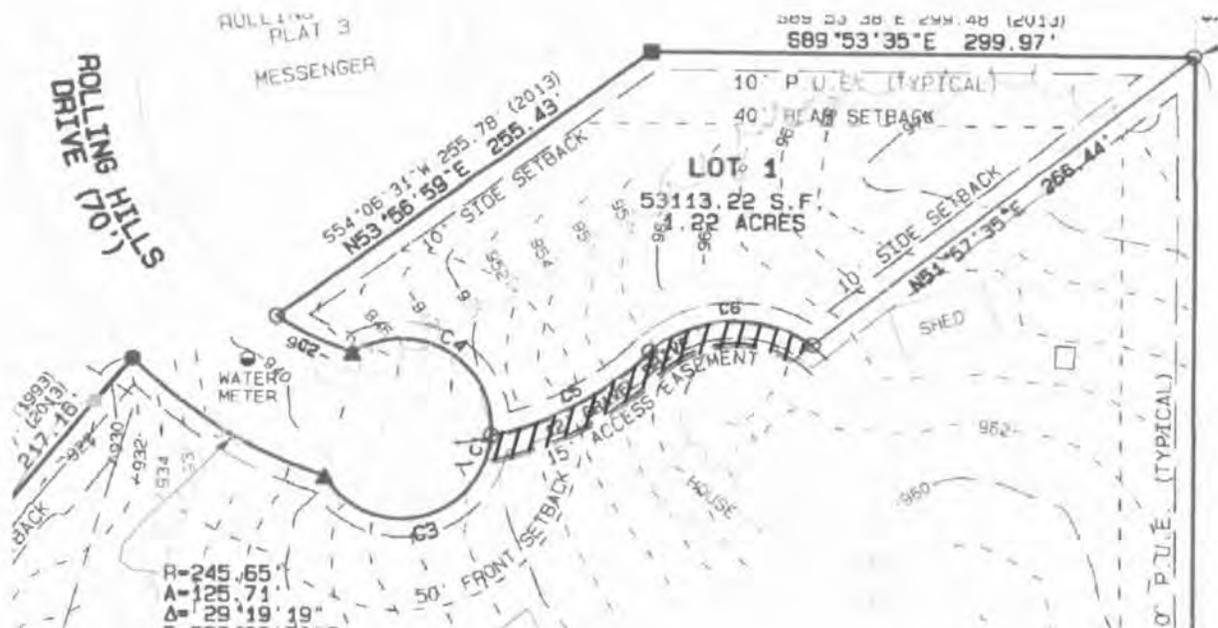
*Shared access easements may be used in cases where any lot, parcel, or tract has frontage to an existing or proposed public or private road, but does not meet the 300-foot access separation distance. Shared access easements shall be parallel to the front lot line and shall not exceed 50 feet in width.*



Planning and Development staff interpret this ordinance in the following way:



The applicant has requested the following shared access easement (see crosshatched area below) to follow the existing gravel driveway to the existing single-family dwelling:



The purpose of the proposed easement is to allow a shared access via the existing gravel driveway to both single-family dwellings. Due to the unique natural features and the topography of the site, a 50'



wide access easement would not be sufficient to provide access to the proposed dwelling on proposed Lot 1. Allowing this shared access easement extension will also minimize access points along the Rolling Hills Drive Right-of-Way, reduce impervious surface on the site, and would better preserve the natural areas and existing natural resources. Story County Planning and Development Staff support the Alternative Compliance Request submitted with this application for a major subdivision plat.

### **Analysis**

**Points to consider in evaluating the proposed Major Preliminary Plat of Rolling Hills Plat 4 are as follows:**

1. The purpose of this subdivision is to create a lot for a single-family dwelling to accommodate a manufactured home for the applicants' parents.
2. A major subdivision is required for the requested division due to the previous Minor Subdivision which was approved by the Board of Supervisors in 2013.
3. All Bulk Requirements for the R-1 Transitional Residential District are met through this subdivision.
4. A request for Alternative Compliance was submitted by the applicant for a shared access easement that extends beyond the 50' maximum width requirement in the Story County Land Development Regulations – Chapter 88.04 General Site Planning Standards. Planning and Development staff support this request for alternative compliance. The shared access location will limit the number of access points on Rolling Hills Drive and will preserve on site natural resources.
5. There is a natural wooded buffer that separates proposed Lot 1 from the properties to the north. The natural resources will be preserved with the proposed division and future construction location of the proposed single-family dwelling on Lot 1.

### **Planning and Zoning Commission Recommendation**

**The Story County Planning and Zoning Commission recommended approval of the Major Preliminary Subdivision Plat – Rolling Hills Plat 4 with the alternative compliance request at their meeting on August 2, 2017. Planning and Development staff request that the Board of Supervisors take action on both the Preliminary and Final Plat for the Major Subdivision Rolling Hills Plat 4 at their meeting on August 22, 2017.**

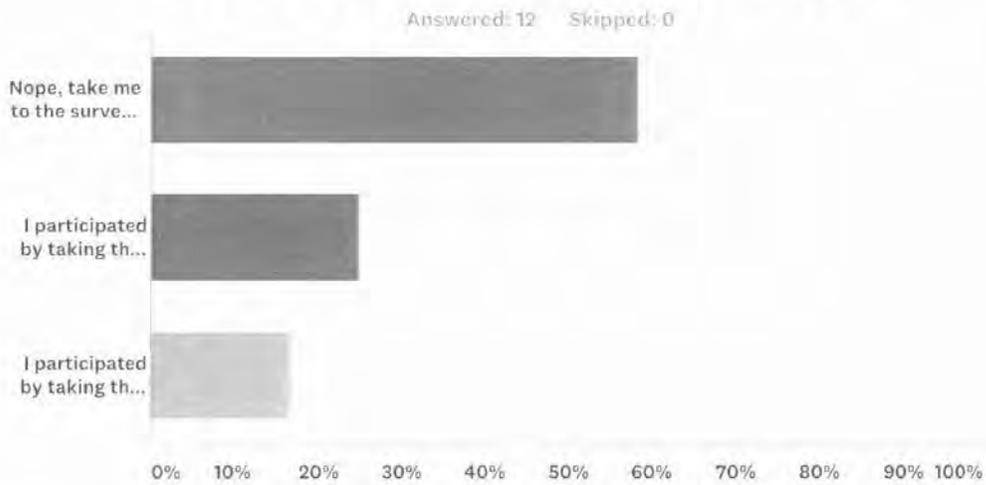


**Alternatives**

The Story County Board of Supervisors may consider the following alternatives on the Major Subdivision Preliminary and Final Plats for Rolling Hills Plat 4:

1. **The Story County Board of Supervisors approves Resolution #18-25, the Major Preliminary and Final Subdivision Plat – Rolling Hills Plat 4 with the alternative compliance request, as submitted by the applicant and as put forth in case SUB08-17.**
2. The Story County Board of Supervisors approves Resolution #18-25, the Major Preliminary and Final Subdivision Plat – Rolling Hills Plat 4 with conditions and with the alternative compliance request, as submitted by the applicant and as put forth in case SUB 08-17.
3. The Story County Board of Supervisors denies Resolution #18-25, the Major Preliminary and Final Subdivision Plat – Rolling Hills Plat 4 with the alternative compliance request, as submitted by the applicant and as put forth in case SUB08-17.
4. The Story County Board of Supervisors remands the Major Preliminary and Final Subdivision Plat – Rolling Hills Plat 4 with the alternative compliance request, as submitted by the applicant and as put forth in case SUB08-17, and directs the applicant to address specific areas for additional information, review and/or modifications, and request staff to place the subdivision plat on a future Board of Supervisors' meeting agenda.

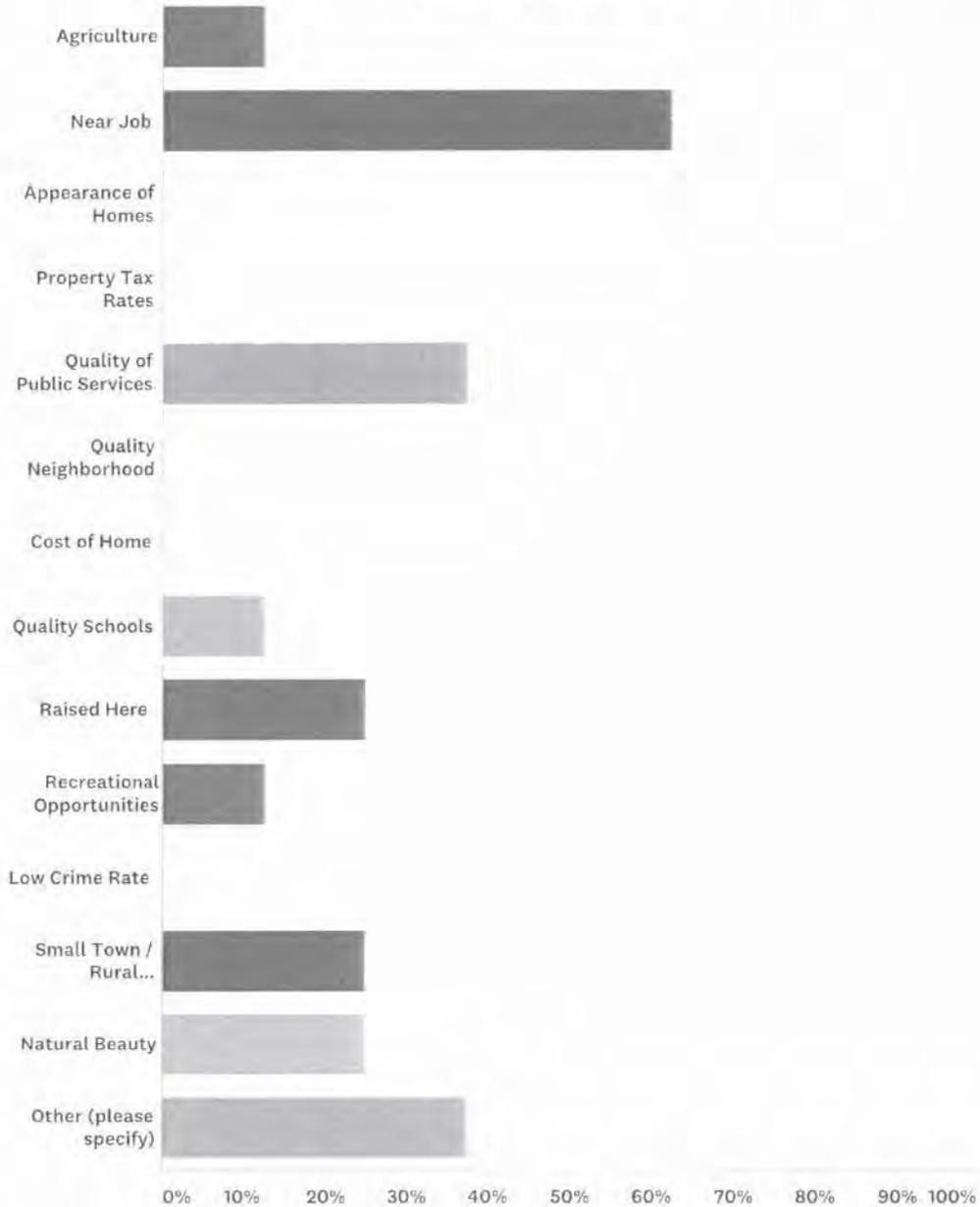
## Q1 I took the 2015 C2C Plan Survey...



Answer Choices	Responses
Nope, take me to the survey please!	58.33% 7
I participated by taking the 2015 survey and I feel that changes have occurred and I would like to re-take the survey at this time.	25.00% 3
I participated by taking the 2015 survey and I feel my responses are still appropriate.	16.67% 2
<b>TOTAL</b>	<b>12</b>

## Q2 What are the three most important reasons you and your family choose to live and/or work in Story County?

Answered: 8 Skipped: 4



Answer Choices	Responses	
Agriculture	12.50%	1
Near Job	62.50%	5
Appearance of Homes	0.00%	0
Property Tax Rates	0.00%	0
Quality of Public Services	37.50%	3

July 2017 Story County Coordinated Long Range Plan Survey

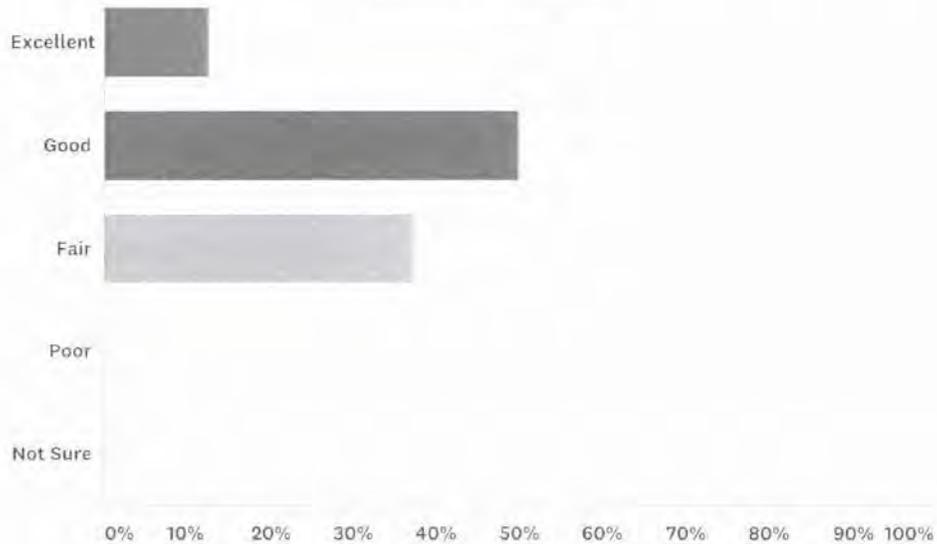
Quality Neighborhood	0.00%	0
Cost of Home	0.00%	0
Quality Schools	12.50%	1
Raised Here	25.00%	2
Recreational Opportunities	12.50%	1
Low Crime Rate	0.00%	0
Small Town / Rural Atmosphere	25.00%	2
Natural Beauty	25.00%	2
Other (please specify)	37.50%	3

Total Respondents: 8

#	Other (please specify)	Date
1	university town culture and library	7/27/2017 6:57 PM
2	Iowa State University	7/19/2017 12:50 PM
3	We own conservation land in this county and one of our major goals is to take care of and protect it.	7/5/2017 6:04 PM

### Q3 Overall, how would you rate the quality of life in Story County?

Answered: 8 Skipped: 4

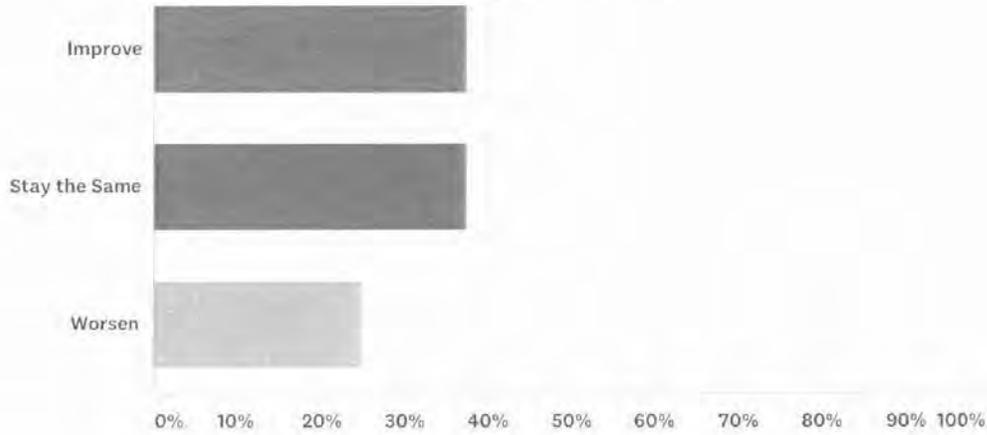


Answer Choices	Responses	
Excellent	12.50%	1
Good	50.00%	4
Fair	37.50%	3
Poor	0.00%	0
Not Sure	0.00%	0
<b>TOTAL</b>		<b>8</b>

#	Comments	Date
1	Lack of affordable housing for working folk, municipal internet, expanded bus routes all need to be implemented	7/27/2017 6:57 PM
2	quality of life for those around CAFOs and wind turbines is beyond poor	7/9/2017 9:14 AM
3	One reason it's not quite excellent is negative agricultural impacts, including dirty water and spray drift	7/5/2017 6:04 PM

## Q4 During the next five years, I expect that the quality of life in the county will:

Answered: 8 Skipped: 4

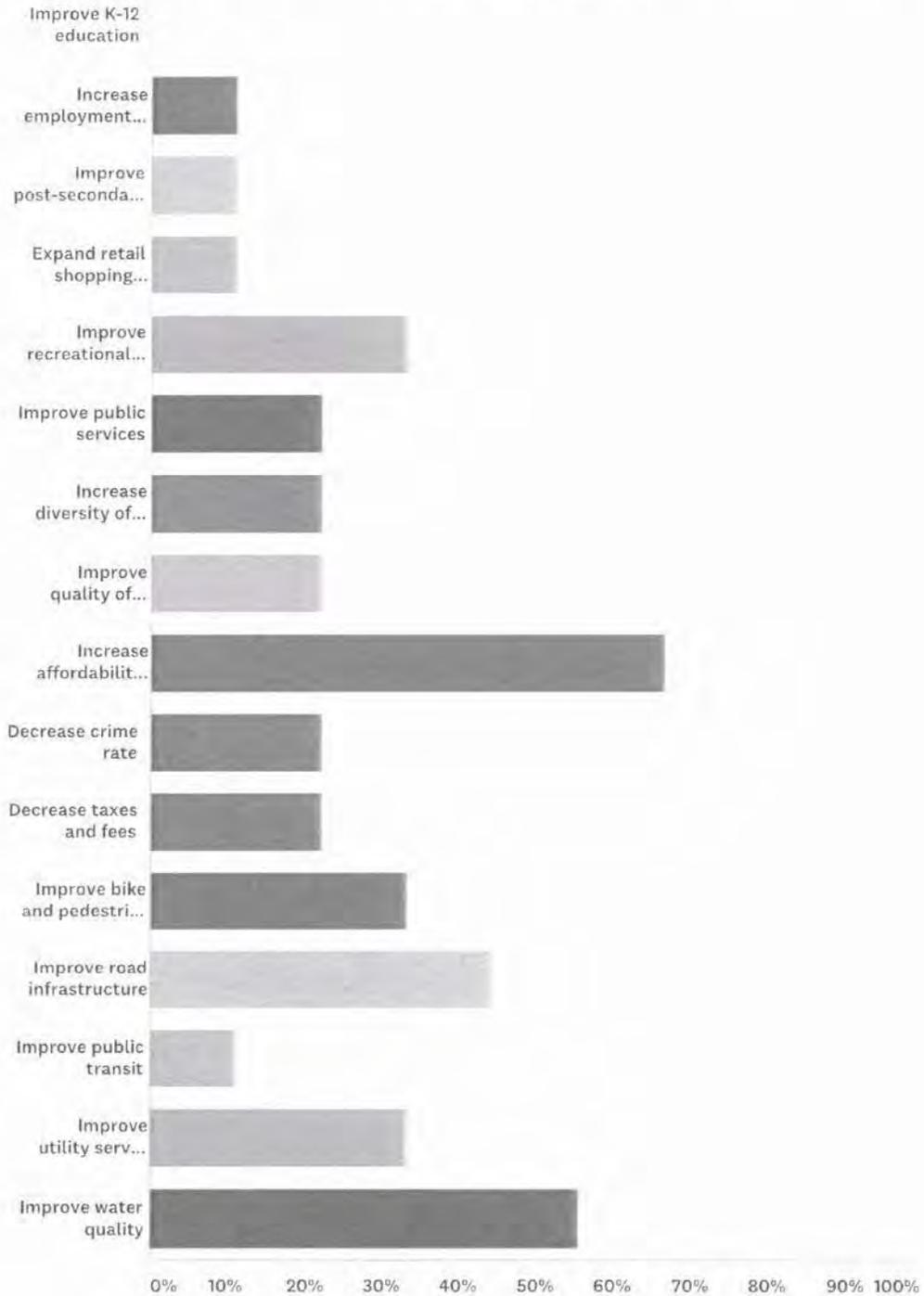


Answer Choices	Responses	
Improve	37.50%	3
Stay the Same	37.50%	3
Worsen	25.00%	2
<b>TOTAL</b>		<b>8</b>

#	Comments	Date
1	Continual kowtowing to parasitic landlords and developers and ISU Corporate Ag Biz will be detrimental to our community and Iowa	7/27/2017 6:57 PM
2	way too much farmland being sucked up by housing developments in rural areas	7/9/2017 9:14 AM
3	I hope. The new severe state spending cuts won't help.	7/5/2017 6:04 PM

### Q5 Please indicate changes you think would improve the quality of life in Story County (please check up to four).

Answered: 9 Skipped: 3



**Answer Choices**

**Responses**

Improve K-12 education

0.00%

0

July 2017 Story County Coordinated Long Range Plan Survey

Increase employment opportunities	11.11%	1
Improve post-secondary education opportunities	11.11%	1
Expand retail shopping options	11.11%	1
Improve recreational facilities	33.33%	3
Improve public services	22.22%	2
Increase diversity of housing types	22.22%	2
Improve quality of housing	22.22%	2
Increase affordability of housing	66.67%	6
Decrease crime rate	22.22%	2
Decrease taxes and fees	22.22%	2
Improve bike and pedestrian facilities	33.33%	3
Improve road infrastructure	44.44%	4
Improve public transit	11.11%	1
Improve utility service (including telecommunications)	33.33%	3
Improve water quality	55.56%	5
Total Respondents: 9		

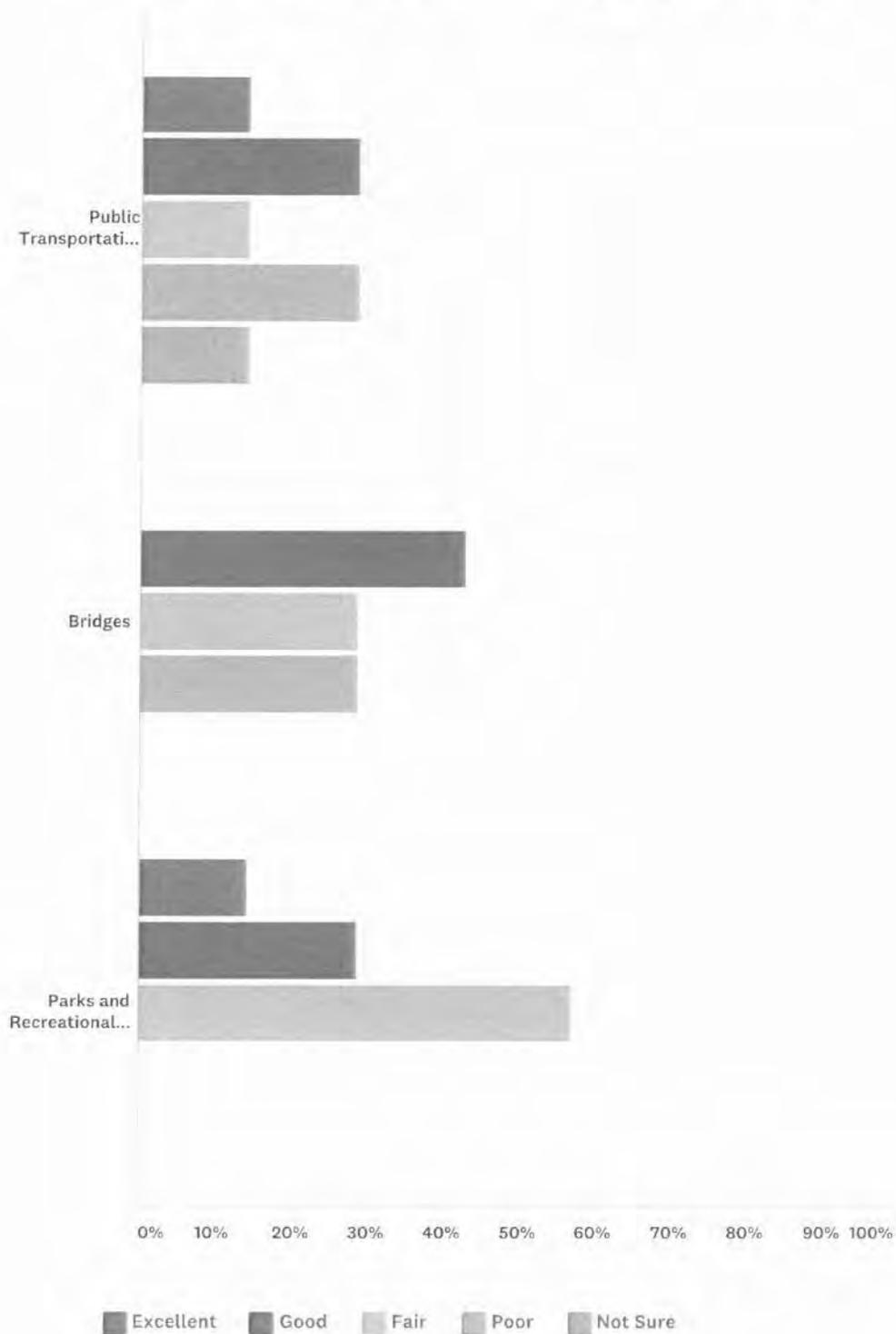
#	Comments	Date
1	Ames is but one gem of all our bejeweled communities in the crown of Iowa. Do not let the crown'd jewels be stolen by avarice.	7/27/2017 6:57 PM
2	(3) Continue to work to protect environmentally-sensitive areas, including working with nearby towns to try to prevent such areas from being turned into non-conservation subdivisions. (4) Find/establish some kind of permanent county natural resource funding so we will have conservation funding that will enable us to do the same kinds of conservation work that are now being done by Polk, Johnson, and Linn counties, which already have county conservation funding.	7/5/2017 6:04 PM

### Q6 Rate the following in Story County:

Answered: 7 Skipped: 5



July 2017 Story County Coordinated Long Range Plan Survey



	Excellent	Good	Fair	Poor	Not Sure	Total
State Highways	0.00% 0	85.71% 6	14.29% 1	0.00% 0	0.00% 0	7
Paved County Roads	14.29% 1	71.43% 5	0.00% 0	14.29% 1	0.00% 0	7
Gravel/Unpaved County Roads	14.29% 1	42.86% 3	42.86% 3	0.00% 0	0.00% 0	7

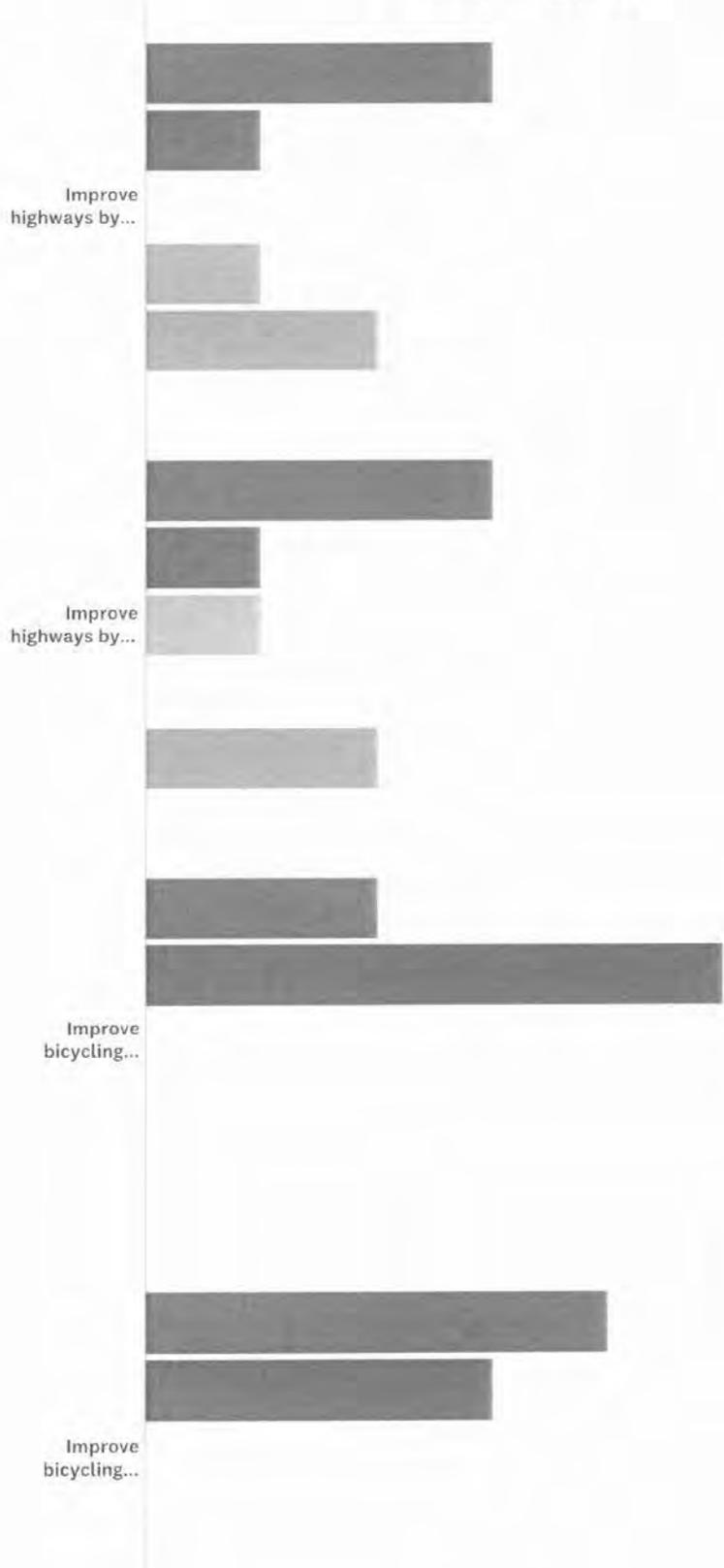
July 2017 Story County Coordinated Long Range Plan Survey

Bike Trails	14.29%	42.86%	14.29%	28.57%	0.00%	7
	1	3	1	2	0	
Public Transportation Services	14.29%	28.57%	14.29%	28.57%	14.29%	7
	1	2	1	2	1	
Bridges	0.00%	42.86%	28.57%	28.57%	0.00%	7
	0	3	2	2	0	
Parks and Recreational Facilities	14.29%	28.57%	57.14%	0.00%	0.00%	7
	1	2	4	0	0	

#	Other (please specify)	Date
1	City/Town roads - fair to poor	7/27/2017 7:03 PM
2	We need appropriate funding so we can have more protected/public land and more outdoor recreation opportunities. We currently aren't able to keep up with growing demands.	7/5/2017 6:13 PM

### Q7 During the next ten years, which of the following transportation investments do you support in Story County?

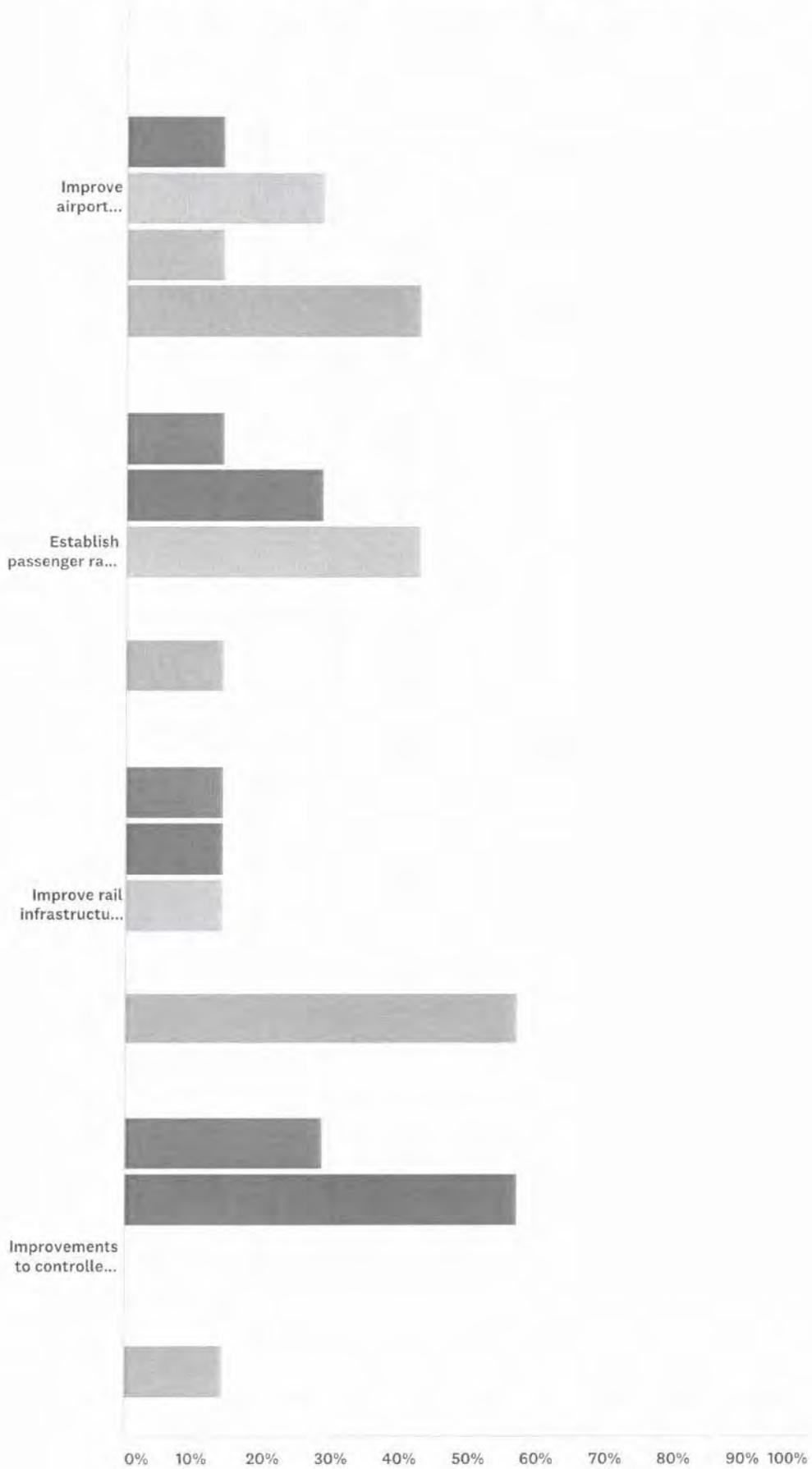
Answered: 7 Skipped: 5



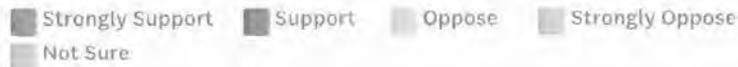
July 2017 Story County Coordinated Long Range Plan Survey



July 2017 Story County Coordinated Long Range Plan Survey



July 2017 Story County Coordinated Long Range Plan Survey



	Strongly Support	Support	Oppose	Strongly Oppose	Not Sure	Total
Improve highways by widening / adding lanes to existing facilities	42.86% 3	14.29% 1	0.00% 0	14.29% 1	28.57% 2	7
Improve highways by adding new bypass routes	42.86% 3	14.29% 1	14.29% 1	0.00% 0	28.57% 2	7
Improve bicycling opportunities by adding bike lanes to existing roads	28.57% 2	71.43% 5	0.00% 0	0.00% 0	0.00% 0	7
Improve bicycling opportunities by developing off-street trails	57.14% 4	42.86% 3	0.00% 0	0.00% 0	0.00% 0	7
Maintenance to existing roadways	57.14% 4	42.86% 3	0.00% 0	0.00% 0	0.00% 0	7
Maintenance/replacement of existing bridges	57.14% 4	28.57% 2	0.00% 0	0.00% 0	14.29% 1	7
Closing County bridges on low traveled roadways	0.00% 0	14.29% 1	28.57% 2	14.29% 1	42.86% 3	7
Investments in public transportation services	28.57% 2	28.57% 2	14.29% 1	0.00% 0	28.57% 2	7
Improve airport facilities and usage	0.00% 0	14.29% 1	28.57% 2	14.29% 1	42.86% 3	7
Establish passenger rail service	14.29% 1	28.57% 2	42.86% 3	0.00% 0	14.29% 1	7
Improve rail infrastructure to increase local freight capacity	14.29% 1	14.29% 1	14.29% 1	0.00% 0	57.14% 4	7
Improvements to controlled access/on-off ramps on I35 and HWY 30	28.57% 2	57.14% 4	0.00% 0	0.00% 0	14.29% 1	7

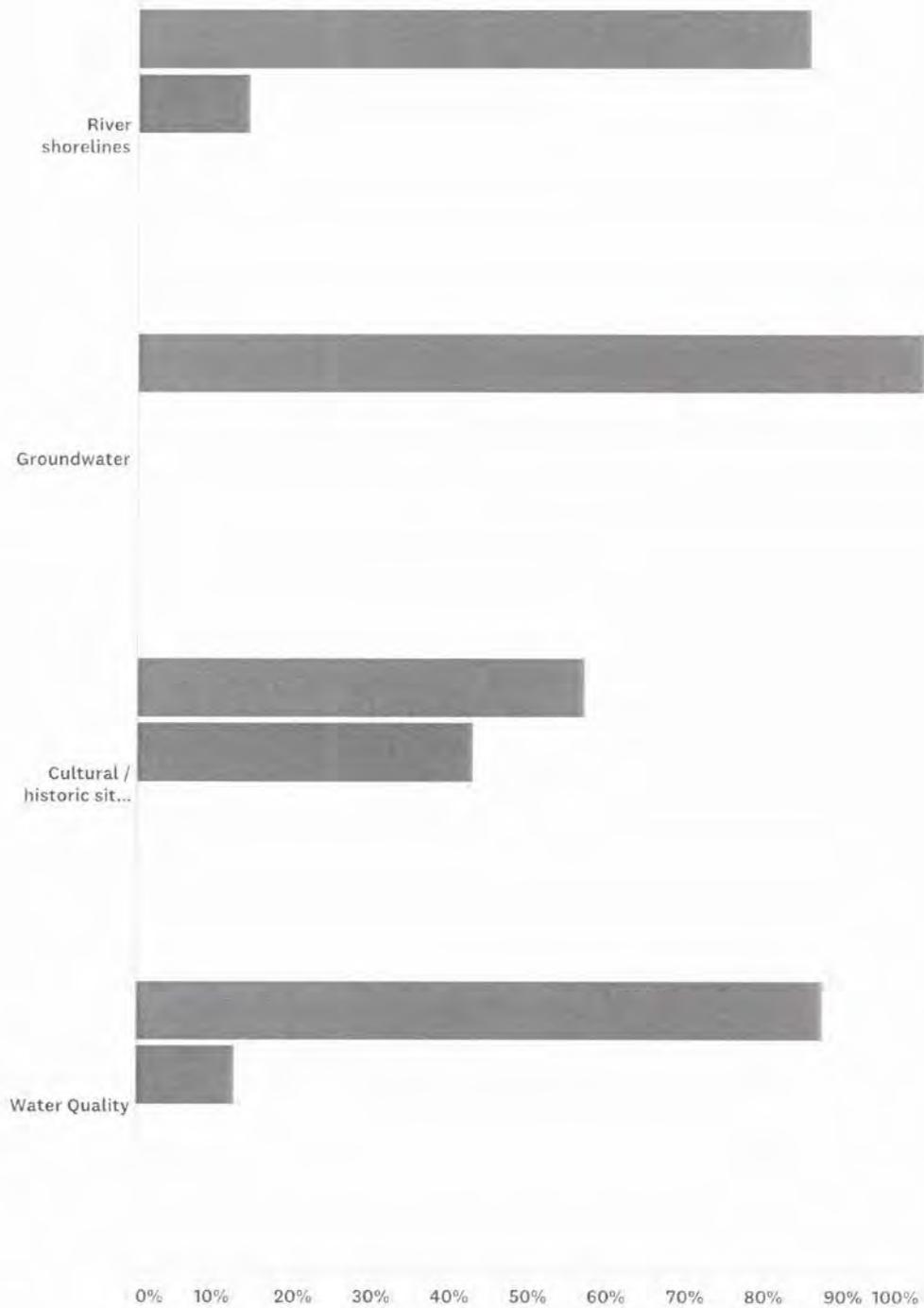
#	Comments	Date
1	With new poured concrete projects, the devil is always in the details, so I can't support without knowing details.	7/5/2017 6:13 PM

### Q8 Please share your opinion on how important it is to protect each of the following natural resources in Story County.

Answered: 8 Skipped: 4



July 2017 Story County Coordinated Long Range Plan Survey



Very Important
  Somewhat Important
  Not Important
  Not Sure

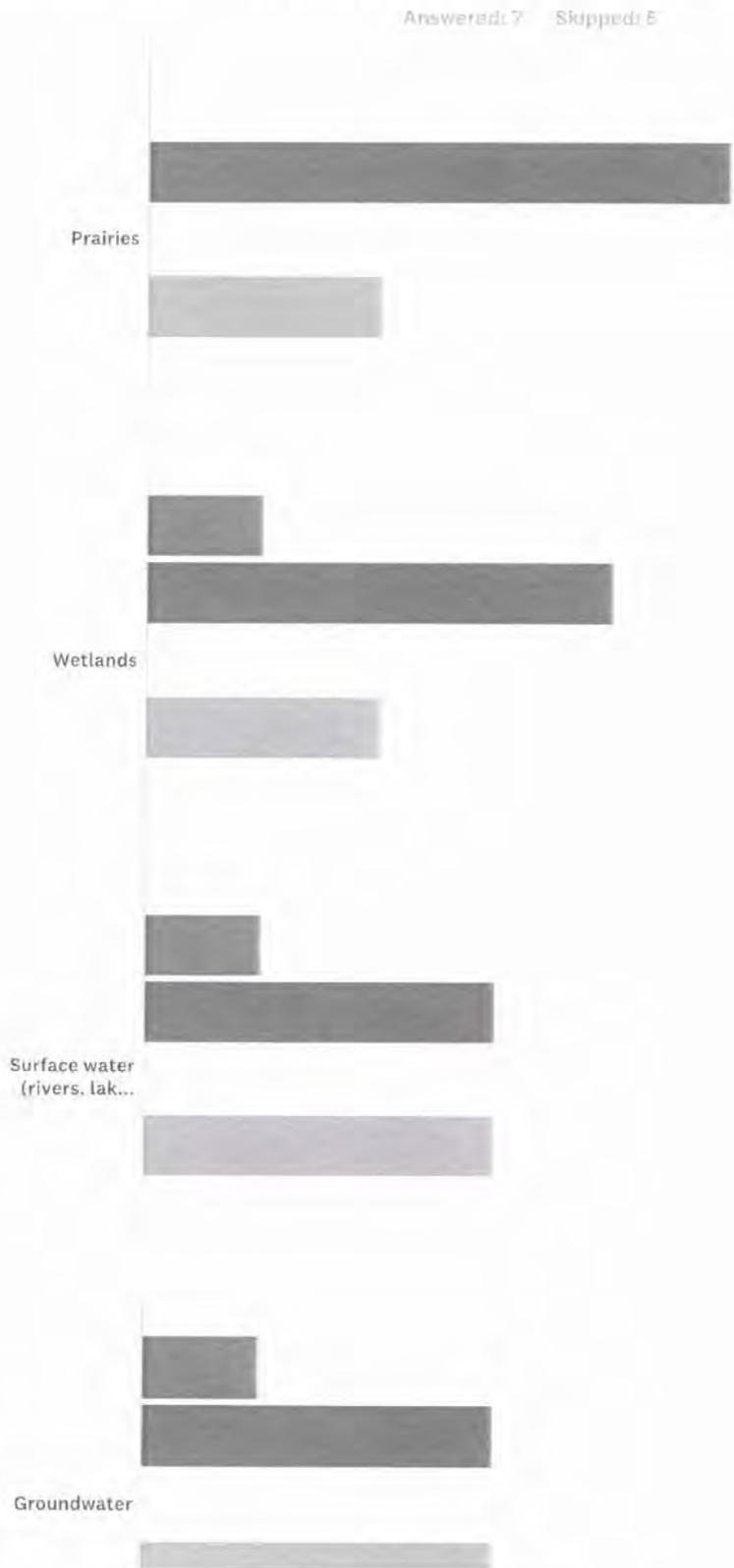
	Very Important	Somewhat Important	Not Important	Not Sure	Total
Air quality	100.00% 7	0.00% 0	0.00% 0	0.00% 0	7

July 2017 Story County Coordinated Long Range Plan Survey

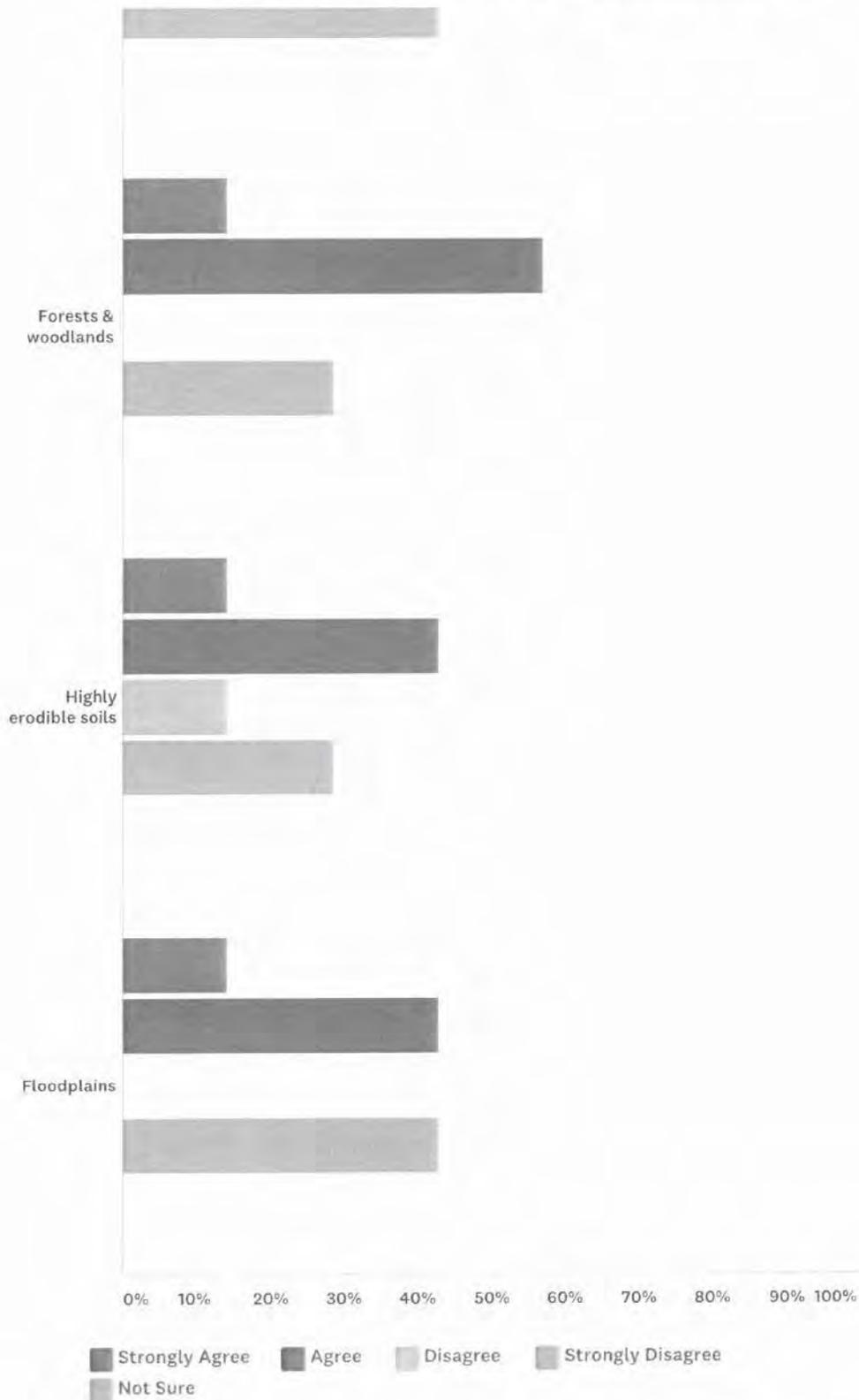
Prairies	57.14%	42.86%	0.00%	0.00%	7
	4	3	0	0	
Wetlands	71.43%	28.57%	0.00%	0.00%	7
	5	2	0	0	
Wildlife habitat	71.43%	28.57%	0.00%	0.00%	7
	5	2	0	0	
Forests / woodlands	85.71%	14.29%	0.00%	0.00%	7
	6	1	0	0	
River shorelines	85.71%	14.29%	0.00%	0.00%	7
	6	1	0	0	
Groundwater	100.00%	0.00%	0.00%	0.00%	7
	7	0	0	0	
Cultural / historic sites & buildings	57.14%	42.86%	0.00%	0.00%	7
	4	3	0	0	
Water Quality	87.50%	12.50%	0.00%	0.00%	8
	7	1	0	0	

#	Comments	Date
1	money doesn't talk but shouts down all other voices	7/27/2017 7:09 PM
2	Human-built cultural resources should be in their own category, I think.	7/5/2017 6:19 PM

**Q9 In your opinion, current environmental policies and regulations in Story County adequately protect the following environmental areas from damage or disruption:**



July 2017 Story County Coordinated Long Range Plan Survey



	Strongly Agree	Agree	Disagree	Strongly Disagree	Not Sure	Total
Prairies	0.00%	71.43%	0.00%	28.57%	0.00%	7
	0	5	0	2	0	

July 2017 Story County Coordinated Long Range Plan Survey

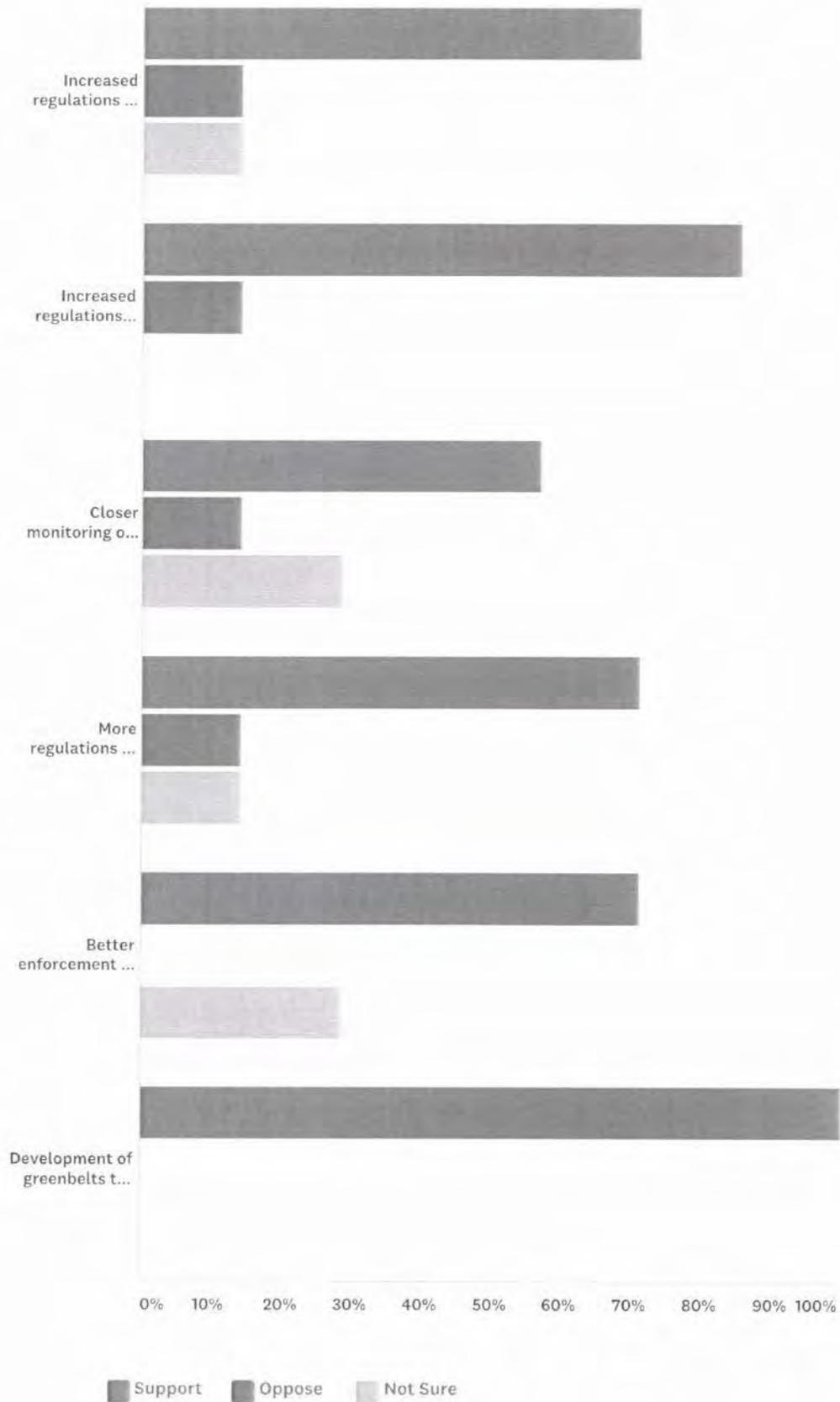
Wetlands	14.29%	57.14%	0.00%	28.57%	0.00%	7
	1	4	0	2	0	
Surface water (rivers, lakes, stream)	14.29%	42.86%	0.00%	42.86%	0.00%	7
	1	3	0	3	0	
Groundwater	14.29%	42.86%	0.00%	42.86%	0.00%	7
	1	3	0	3	0	
Forests & woodlands	14.29%	57.14%	0.00%	28.57%	0.00%	7
	1	4	0	2	0	
Highly erodible soils	14.29%	42.86%	14.29%	28.57%	0.00%	7
	1	3	1	2	0	
Floodplains	14.29%	42.86%	0.00%	42.86%	0.00%	7
	1	3	0	3	0	

#	Comments	Date
1	avarice uber alles (see above comment)	7/27/2017 7:09 PM
2	This is a confusing question, because extremely often, national and state policies, and sometimes even municipal policies, override county policies, and county policies are not to blame for that. But one way or another, these resources are not adequately protected.	7/5/2017 6:19 PM

**Q10 Initiatives to protect and improve the natural environment sometimes include increased monitoring and regulation efforts. Would you support or oppose the following efforts?**

Answered: 7 Skipped: 3

July 2017 Story County Coordinated Long Range Plan Survey

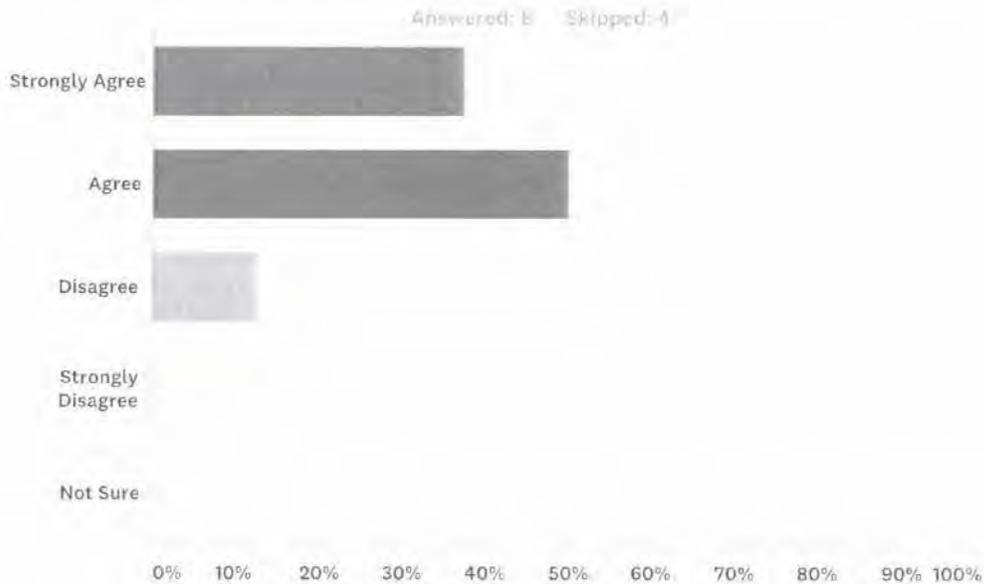


July 2017 Story County Coordinated Long Range Plan Survey

	Support	Oppose	Not Sure	Total
Increased regulations on the use of pesticides and fertilizers	71.43% 5	14.29% 1	14.29% 1	7
Increased regulations regarding the development near streams and rivers	85.71% 6	14.29% 1	0.00% 0	7
Closer monitoring of private septic systems	57.14% 4	14.29% 1	28.57% 2	7
More regulations to protect agricultural lands	71.43% 5	14.29% 1	14.29% 1	7
Better enforcement of existing laws and regulations	71.43% 5	0.00% 0	28.57% 2	7
Development of greenbelts that will control erosion, lessen the impact of storm water, and preserve wildlife habitat	100.00% 7	0.00% 0	0.00% 0	7

#	Comments	Date
1	maybe too late	7/27/2017 7:09 PM

## Q11 Current park and recreational facilities in the county meet your needs:

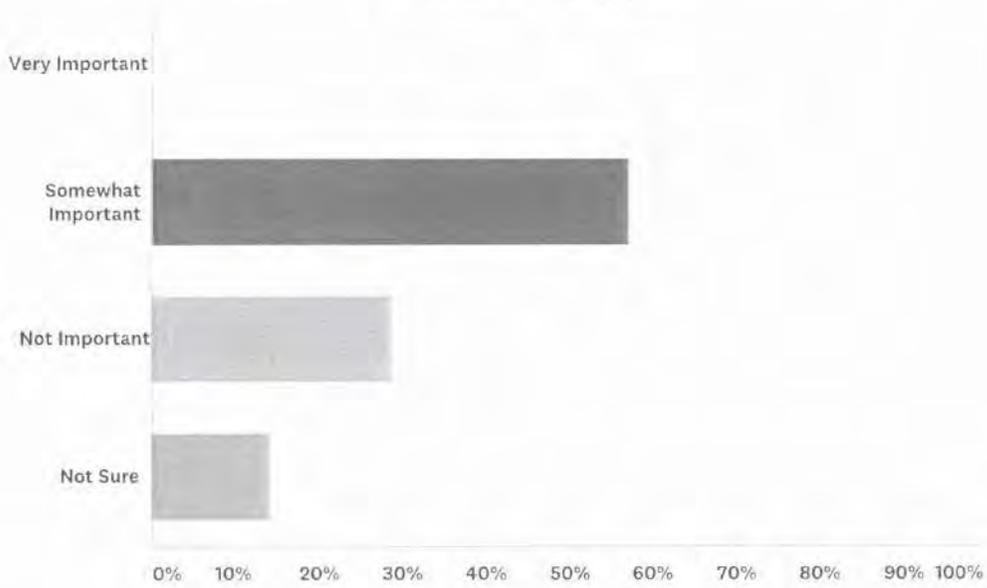


Answer Choices	Responses	
Strongly Agree	37.50%	3
Agree	50.00%	4
Disagree	12.50%	1
Strongly Disagree	0.00%	0
Not Sure	0.00%	0
<b>TOTAL</b>		<b>8</b>

#	Comments	Date
1	SCC staff are doing the best they can with what they've got, but they don't have enough.	7/5/2017 6:19 PM

## Q12 1. How important is agri-tourism to you?

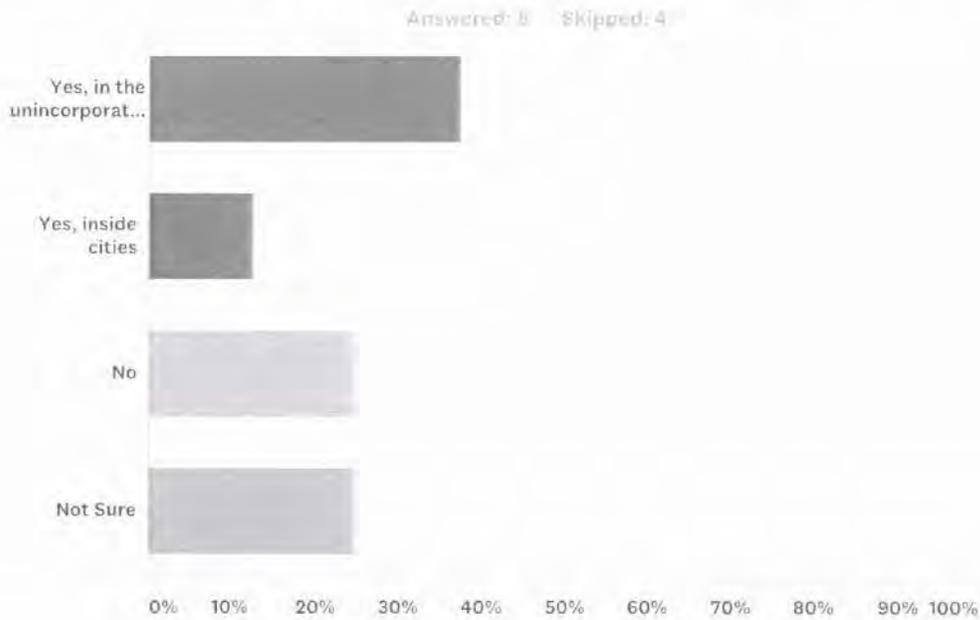
Answered: 7 Skipped: 5



Answer Choices	Responses	
Very Important	0.00%	0
Somewhat Important	57.14%	4
Not Important	28.57%	2
Not Sure	14.29%	1
<b>TOTAL</b>		<b>7</b>

#	Other (please specify)	Date
1	people need to know where and how their food is produced	7/27/2017 7:20 PM
2	Would like to know more about it	7/5/2017 6:31 PM

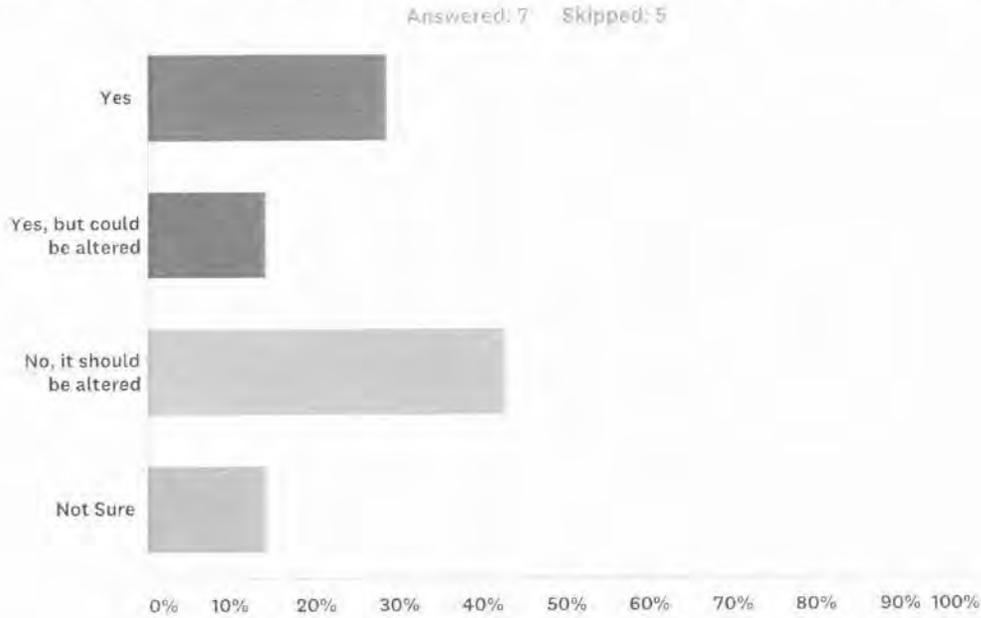
## Q13 Should Story County provide more opportunities for agricultural businesses?



Answer Choices	Responses	
Yes, in the unincorporated area	37.50%	3
Yes, inside cities	12.50%	1
No	25.00%	2
Not Sure	25.00%	2
<b>TOTAL</b>		<b>8</b>

#	Other (please specify)	Date
1	Big Ag has all the opportunities now beyond advantage.e	7/27/2017 7:20 PM
2	Again, the devils and angels are in the details.	7/5/2017 6:31 PM

**Q14 3. Since 1977, Story County has used a 35-acre minimum lot size requirement in the A-1, Agricultural Zoning District for the construction of a new non-farm single family dwelling with the goal of preserving farm ground from development. Is this regulation achieving its goal, and/or does it need to be altered.**

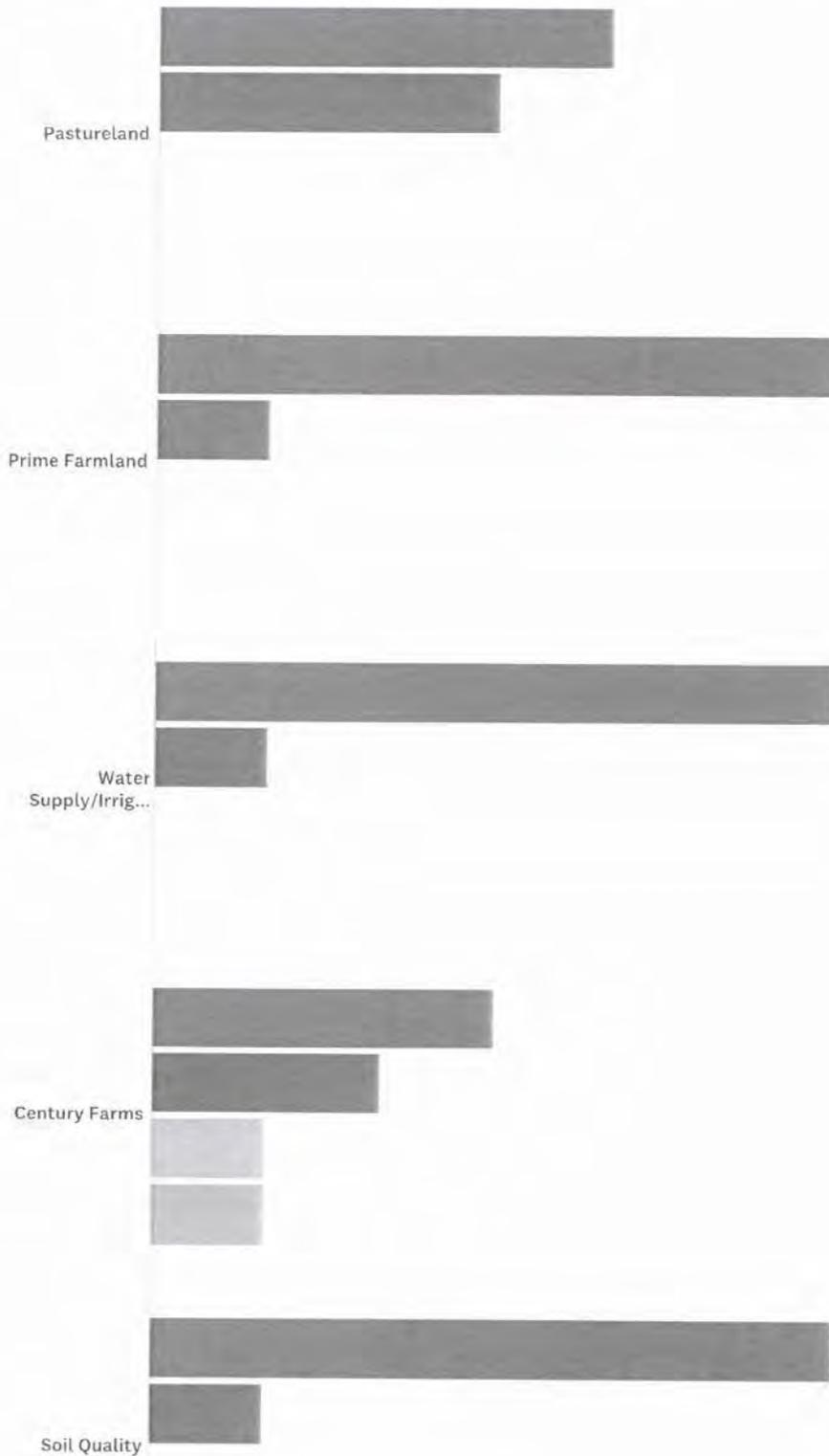


Answer Choices	Responses	
Yes	28.57%	2
Yes, but could be altered	14.29%	1
No, it should be altered	42.86%	3
Not Sure	14.29%	1
<b>TOTAL</b>		<b>7</b>

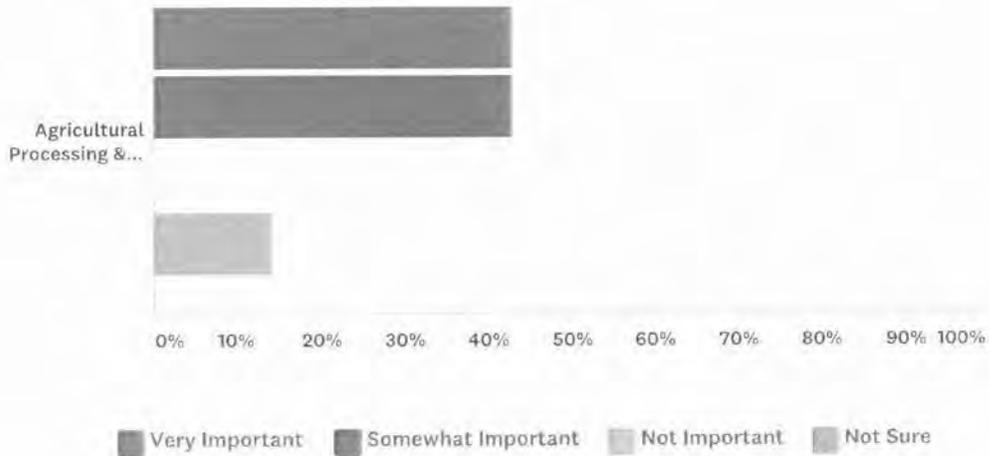
#	Other (please specify)	Date
1	but it doesn't stop developers from buying whole sections	7/9/2017 9:19 AM
2	Another very confusing question. The 35-acre lot limit is not protecting rural land the way I wish it would, but given bad/limiting state law and political realities, it may be the only/best option we have. Some other states have other good rural-land-protection tools available, and I wish Iowa had them too.	7/5/2017 6:31 PM

### Q15 Please share your opinion on how important it is to protect each of the following agricultural resources in Story County.

Answered: 7 Skipped: 5



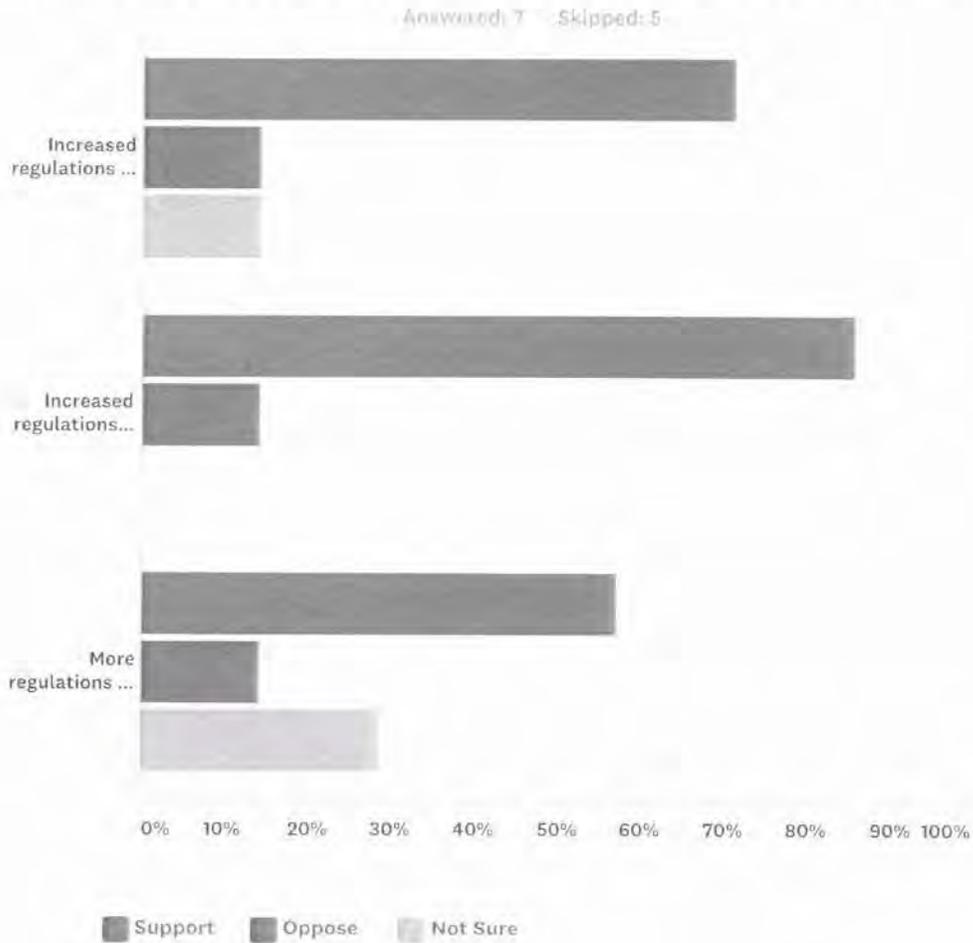
July 2017 Story County Coordinated Long Range Plan Survey



	Very Important	Somewhat Important	Not Important	Not Sure	Total
Pastureland	57.14% 4	42.86% 3	0.00% 0	0.00% 0	7
Prime Farmland	85.71% 6	14.29% 1	0.00% 0	0.00% 0	7
Water Supply/Irrigation	85.71% 6	14.29% 1	0.00% 0	0.00% 0	7
Century Farms	42.86% 3	28.57% 2	14.29% 1	14.29% 1	7
Soil Quality	85.71% 6	14.29% 1	0.00% 0	0.00% 0	7
Agricultural Processing & Handling Facilities	42.86% 3	42.86% 3	0.00% 0	14.29% 1	7

#	Comments	Date
1	Losing these resources to Big Money	7/27/2017 7:20 PM
2	In the past, we have protected prime farmland by developing pastures, which have some of our last prairie remnants, and by developing savannas and woodlands. Not good.	7/5/2017 6:31 PM

**Q16 Initiatives to protect and improve agricultural resources sometimes include increased monitoring and regulation efforts. Would you support or oppose the following efforts?**

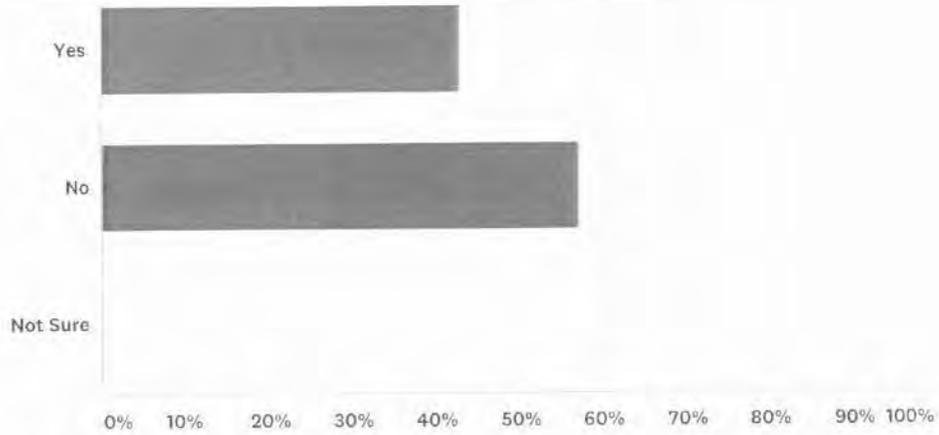


	Support	Oppose	Not Sure	Total
Increased regulations on the use of pesticides and fertilizers	71.43%	14.29%	14.29%	7
Increased regulations regarding the agricultural operations near streams and rivers	85.71%	14.29%	0.00%	7
More regulations to protect prime farmland from development	57.14%	14.29%	28.57%	7

#	Comments	Date
1	Looks as if too late	7/27/2017 7:20 PM
2	I'd like to see a little research on chemical trespass in this county -- I suspect it is underreported and possibly under-recognized. And would more protections for prime farmland mean sacrificing more natural areas to development?	7/5/2017 6:31 PM

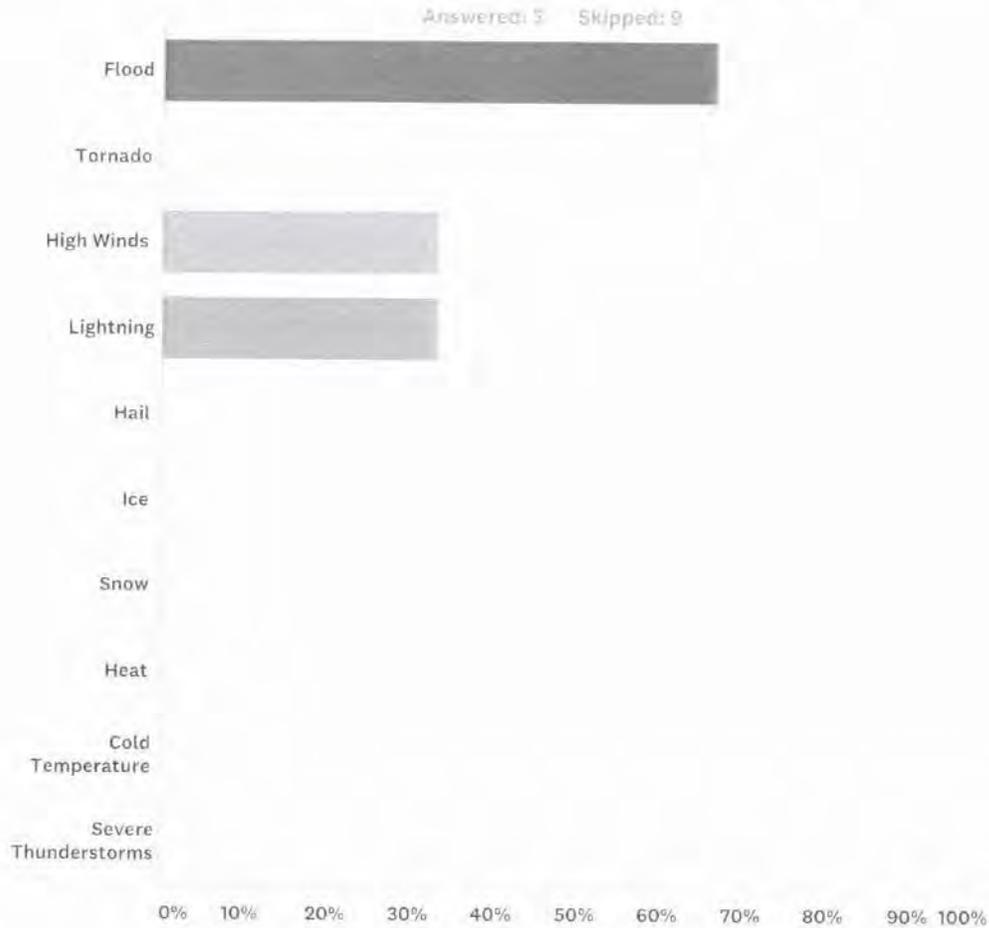
### Q17 Have you or your family experienced damages in Story County as a result of severe weather?

Answered: 7 Skipped: 5



Answer Choices	Responses	
Yes	42.86%	3
No	57.14%	4
Not Sure	0.00%	0
<b>TOTAL</b>		<b>7</b>

### Q18 If yes, indicate what kind of severe weather caused the damage. (Check all that apply)



Answer Choices	Responses	Count
Flood	66.67%	2
Tornado	0.00%	0
High Winds	33.33%	1
Lightning	33.33%	1
Hail	0.00%	0
Ice	0.00%	0
Snow	0.00%	0
Heat	0.00%	0
Cold Temperature	0.00%	0
Severe Thunderstorms	0.00%	0

Total Respondents: 3

July 2017 Story County Coordinated Long Range Plan Survey

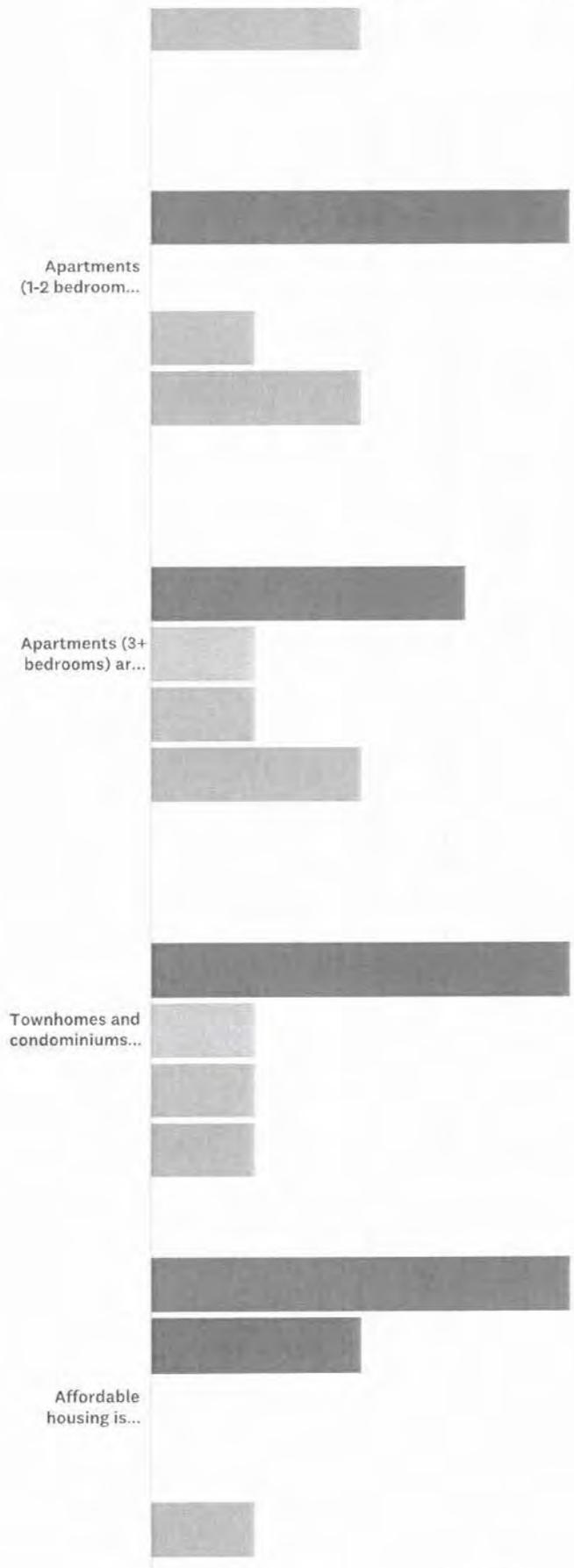
#	Other (please specify)	Date
	There are no responses.	

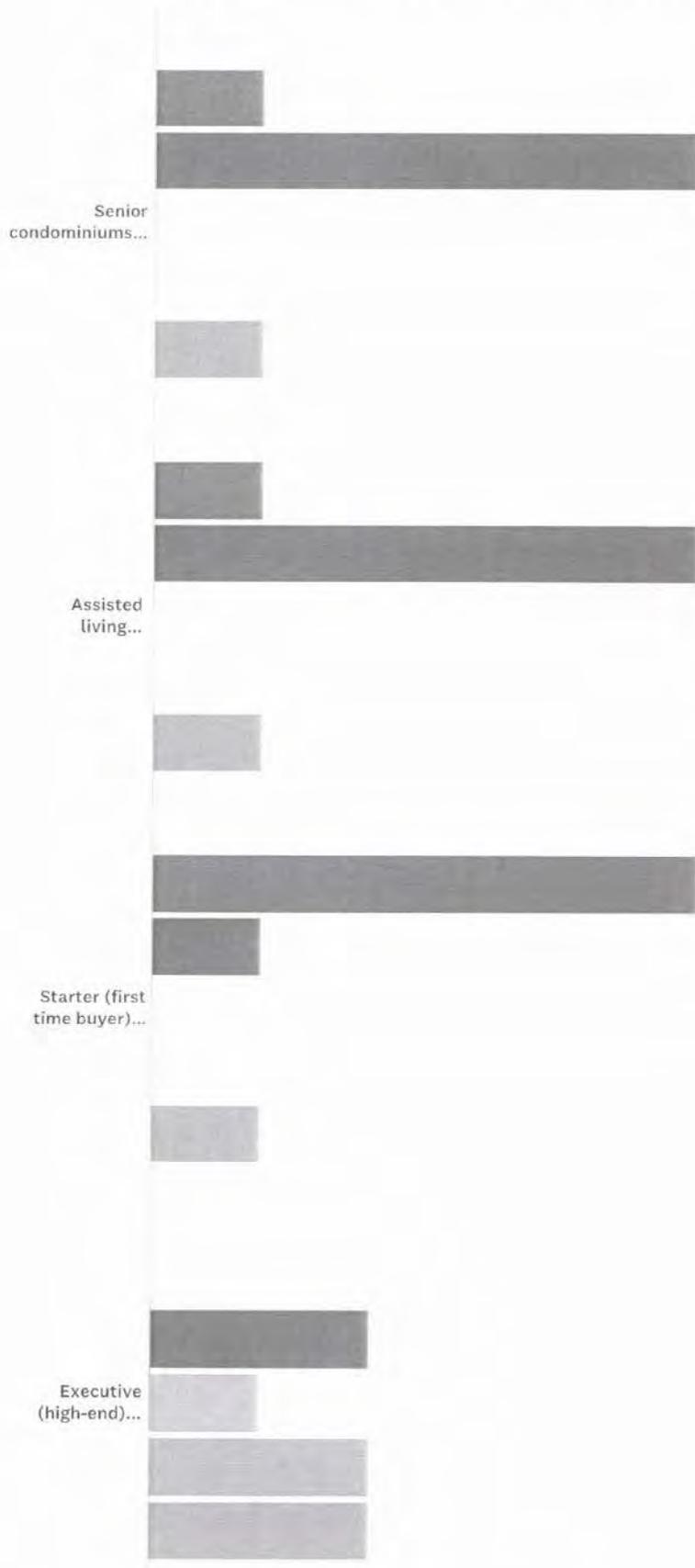
### Q19 Please share your opinions about the types of new housing and housing improvements needed in Story County.

Answered: 7 Skipped: 5

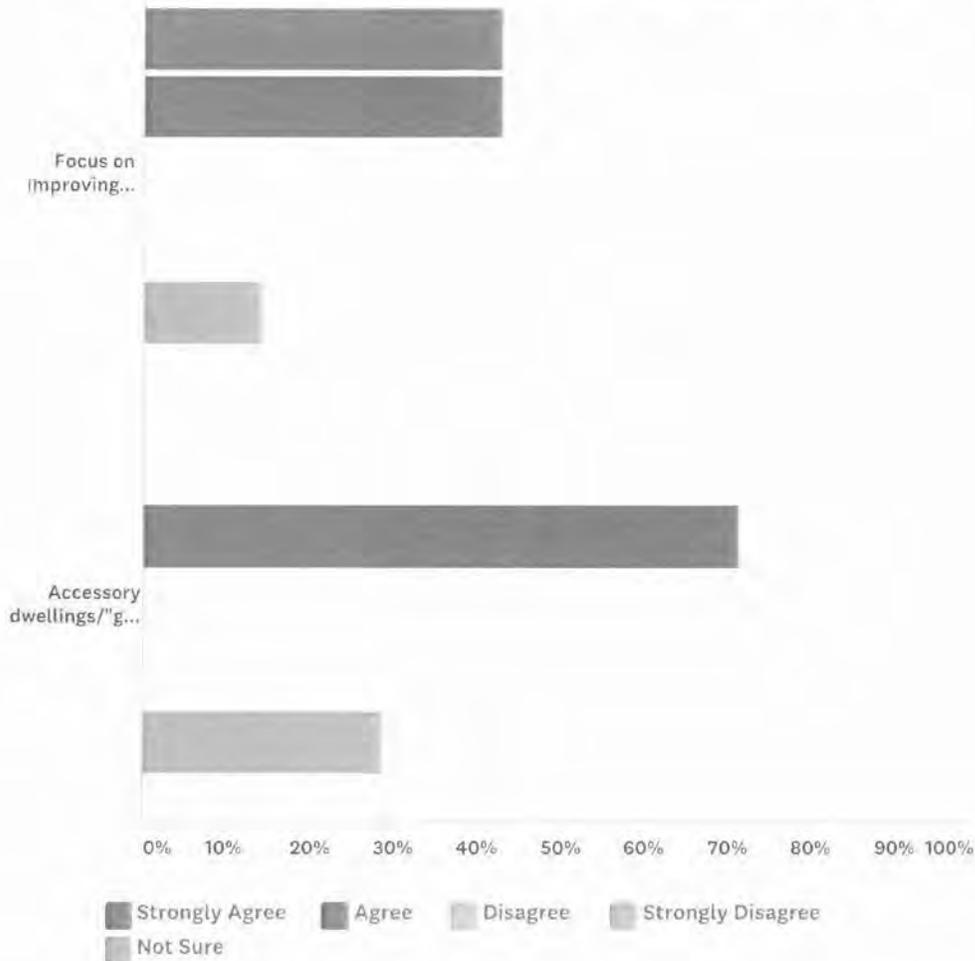


July 2017 Story County Coordinated Long Range Plan Survey





July 2017 Story County Coordinated Long Range Plan Survey



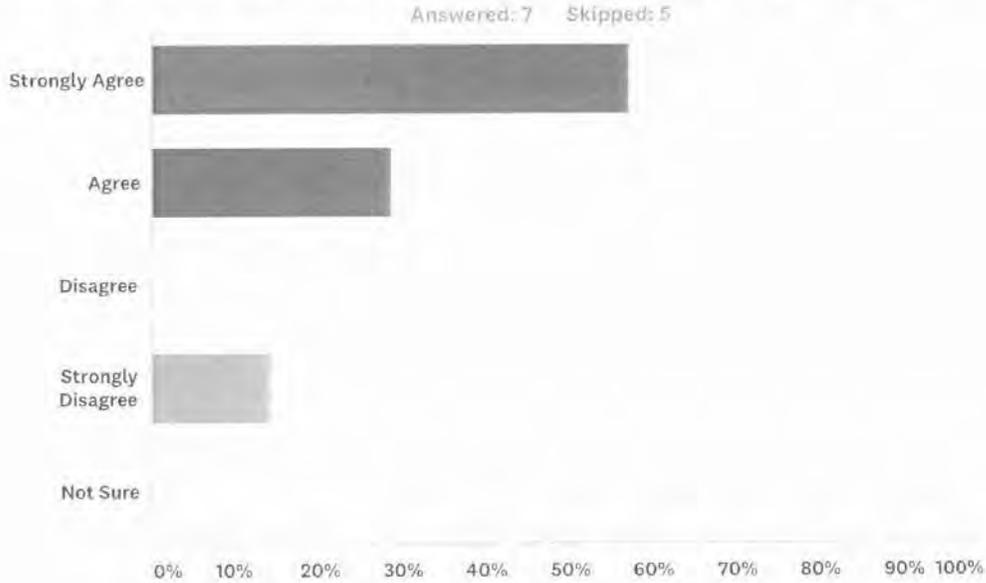
	Strongly Agree	Agree	Disagree	Strongly Disagree	Not Sure	Total
Single-family housing is needed	42.86% 3	28.57% 2	0.00% 0	14.29% 1	14.29% 1	7
Mobile home parks are needed	0.00% 0	42.86% 3	42.86% 3	0.00% 0	14.29% 1	7
Duplexes (2 units) are needed	14.29% 1	57.14% 4	14.29% 1	0.00% 0	14.29% 1	7
Apartments (studio/efficiency) are needed	0.00% 0	57.14% 4	0.00% 0	14.29% 1	28.57% 2	7
Apartments (1-2 bedrooms) are needed	0.00% 0	57.14% 4	0.00% 0	14.29% 1	28.57% 2	7
Apartments (3+ bedrooms) are needed	0.00% 0	42.86% 3	14.29% 1	14.29% 1	28.57% 2	7
Townhomes and condominiums are needed	0.00% 0	57.14% 4	14.29% 1	14.29% 1	14.29% 1	7
Affordable housing is needed	57.14% 4	28.57% 2	0.00% 0	0.00% 0	14.29% 1	7
Senior condominiums and apartments are needed	14.29% 1	71.43% 5	0.00% 0	0.00% 0	14.29% 1	7
Assisted living facilities for seniors are needed	14.29% 1	71.43% 5	0.00% 0	0.00% 0	14.29% 1	7

July 2017 Story County Coordinated Long Range Plan Survey

Starter (first time buyer) homes are needed	71.43%	14.29%	0.00%	0.00%	14.29%	
	5	1	0	0	1	7
Executive (high-end) homes are needed	0.00%	28.57%	14.29%	28.57%	28.57%	
	0	2	1	2	2	7
Focus on improving existing housing quality	42.86%	42.86%	0.00%	0.00%	14.29%	
	3	3	0	0	1	7
Accessory dwellings/"granny flats"	0.00%	71.43%	0.00%	0.00%	28.57%	
	0	5	0	0	2	7

#	Comments	Date
1	I don't know enough to provide good informed answers, and the devils and angels are always in the details of specific development proposals.	7/5/2017 6:41 PM

**Q20 Please indicate your level of agreement with the following statement; "Development of homes or businesses should be limited by law in floodplains and other areas where natural events are likely to cause frequent property damage."**



Answer Choices	Responses	
Strongly Agree	57.14%	4
Agree	28.57%	2
Disagree	0.00%	0
Strongly Disagree	14.29%	1
Not Sure	0.00%	0
<b>TOTAL</b>		<b>7</b>

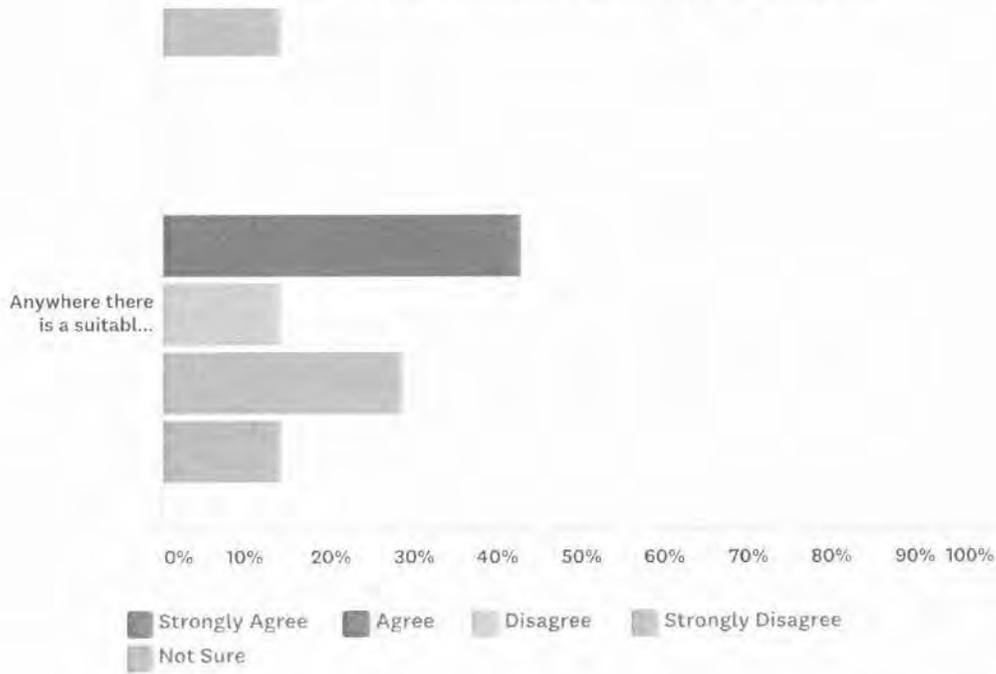
#	Comments	Date
1	Strongly strongly strongly strongly agree.	7/5/2017 6:41 PM

## Q21 In Story County, new residential development should be located:

Answered: 7 Skipped: 5



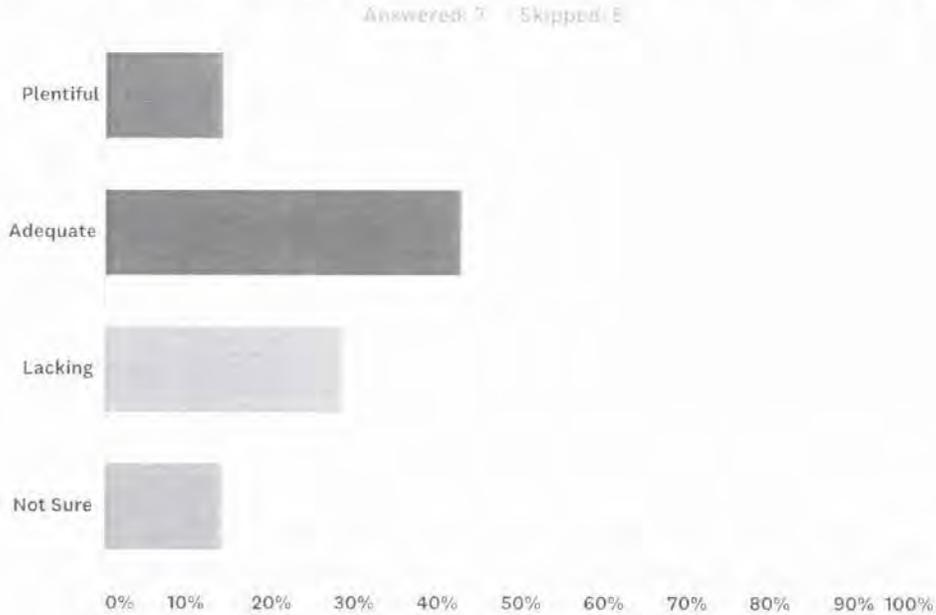
July 2017 Story County Coordinated Long Range Plan Survey



	Strongly Agree	Agree	Disagree	Strongly Disagree	Not Sure	Total
Within or adjacent to a city	42.86% 3	57.14% 4	0.00% 0	0.00% 0	0.00% 0	7
Within or adjacent to existing rural subdivisions	0.00% 0	57.14% 4	0.00% 0	28.57% 2	14.29% 1	7
Away from active farm operations	14.29% 1	28.57% 2	28.57% 2	0.00% 0	28.57% 2	7
On individual residential lots scattered throughout the countryside	0.00% 0	57.14% 4	14.29% 1	14.29% 1	14.29% 1	7
Anywhere there is a suitable site for development	0.00% 0	42.86% 3	14.29% 1	28.57% 2	14.29% 1	7

#	Comments	Date
	There are no responses.	

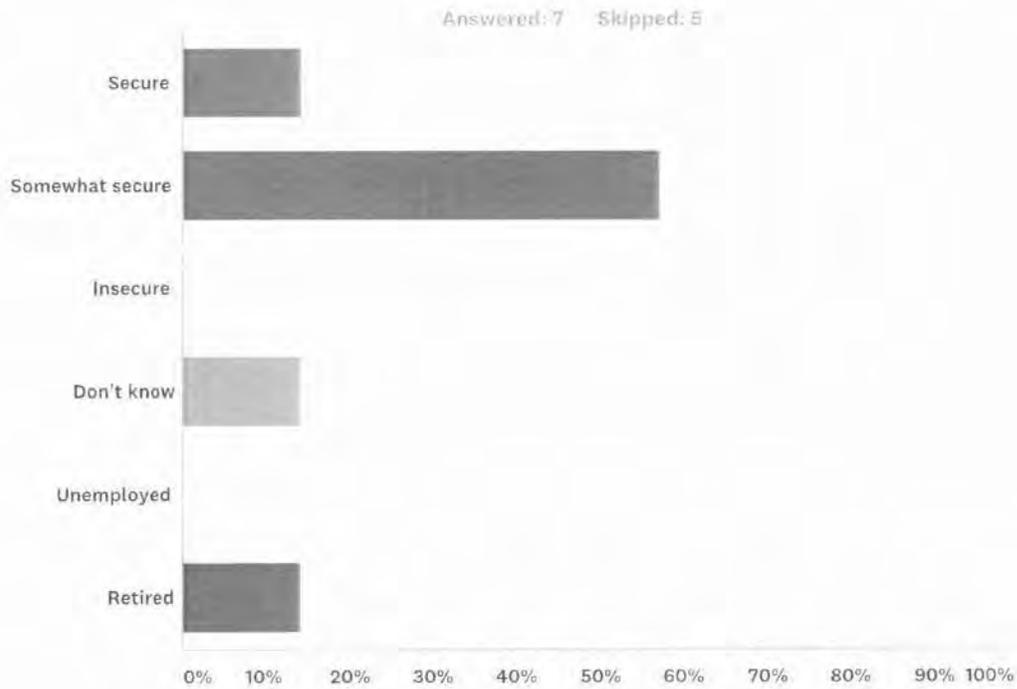
## Q22 In your opinion, how would you describe the availability of employment opportunities in Story County?



Answer Choices	Responses	
Plentiful	14.29%	1
Adequate	42.86%	3
Lacking	28.57%	2
Not Sure	14.29%	1
<b>TOTAL</b>		<b>7</b>

#	Comments	Date
1	At least judging from the low unemployment rate(?)	7/5/2017 6:44 PM

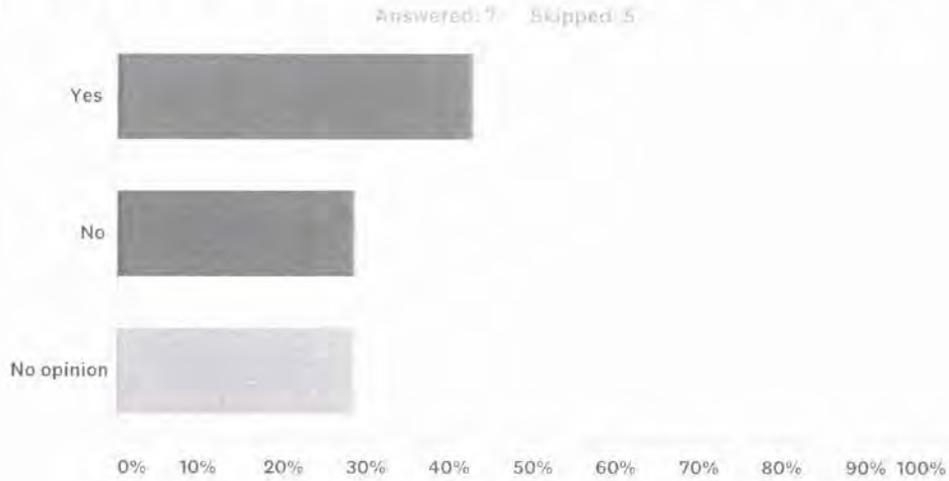
## Q23 How secure do you believe your employment to be over the next 3-5 years?



Answer Choices	Responses	
Secure	14.29%	1
Somewhat secure	57.14%	4
Insecure	0.00%	0
Don't know	14.29%	1
Unemployed	0.00%	0
Retired	14.29%	1
<b>TOTAL</b>		<b>7</b>

#	Comments	Date
	There are no responses.	

## Q24 Do you believe Story County should commit additional tax dollars to attract and retain private sector jobs in the county?

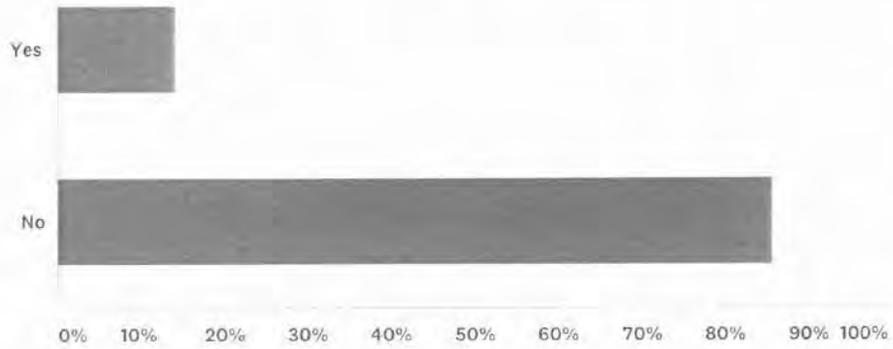


Answer Choices	Responses	
Yes	42.86%	3
No	28.57%	2
No opinion	28.57%	2
<b>TOTAL</b>		<b>7</b>

#	Comments	Date
1	Not informed enough to know.	7/5/2017 6:44 PM

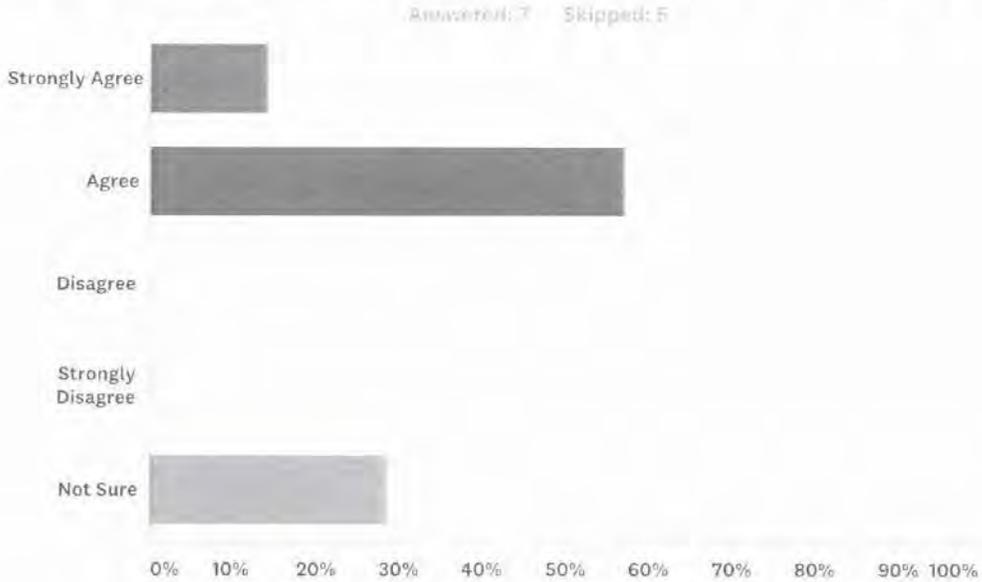
## Q25 Do you own or operate a business in the county?

Answered: 7 Skipped: 5



Answer Choices	Responses	
Yes	14.29%	1
No	85.71%	6
<b>TOTAL</b>		<b>7</b>

**Q26 Please indicate your level of agreement with the following statement: "Story County is a good place to start a business."**



Answer Choices	Responses	
Strongly Agree	14.29%	1
Agree	57.14%	4
Disagree	0.00%	0
Strongly Disagree	0.00%	0
Not Sure	28.57%	2
<b>TOTAL</b>		<b>7</b>

#	Please comment	Date
1	Not informed enough.	7/5/2017 6:44 PM

**Q27 Do you support or oppose the development of the following types of industrial establishments in the county?**

Answered: 7 Skipped: 5

July 2017 Story County Coordinated Long Range Plan Survey



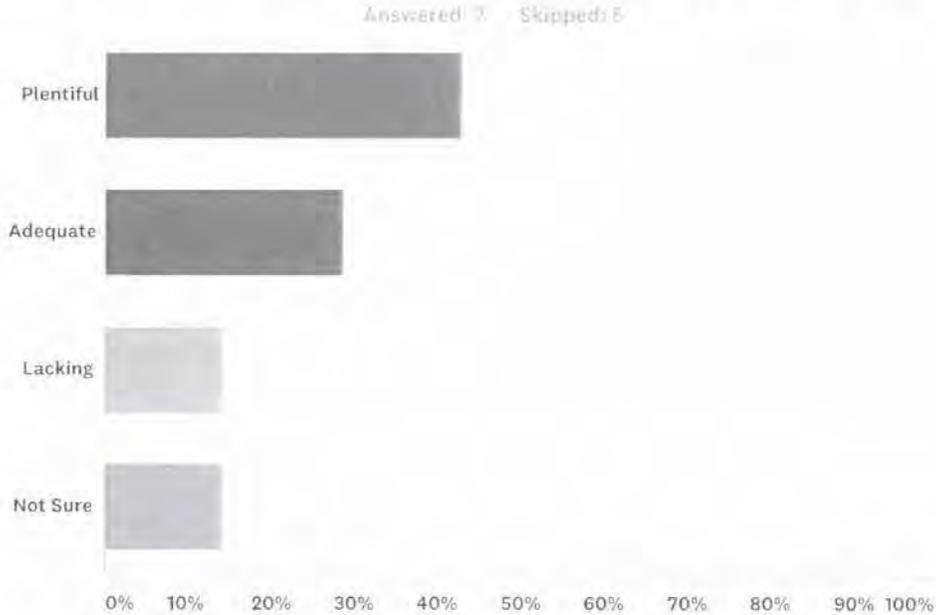
Support Oppose Not Sure Total

July 2017 Story County Coordinated Long Range Plan Survey

Transport industrial (warehousing, distribution centers, etc.)	57.14%	28.57%	14.29%	
	4	2	1	7
Light manufacturing (product assembly, product fabrication, etc.)	71.43%	14.29%	14.29%	
	5	1	1	7
Heavy manufacturing (primary manufacturing such as foundries, etc.)	42.86%	28.57%	28.57%	
	3	2	2	7
High-technology manufacturing	85.71%	0.00%	14.29%	
	6	0	1	7
Intensive agricultural operations (e.g. "factory" farms or egg processing plants, etc.)	28.57%	71.43%	0.00%	
	2	5	0	7
Non-intensive agricultural related businesses (implement dealer, etc.)	71.43%	14.29%	14.29%	
	5	1	1	7

#	Other (please specify)	Date
1	Not informed enough.	7/5/2017 6:44 PM

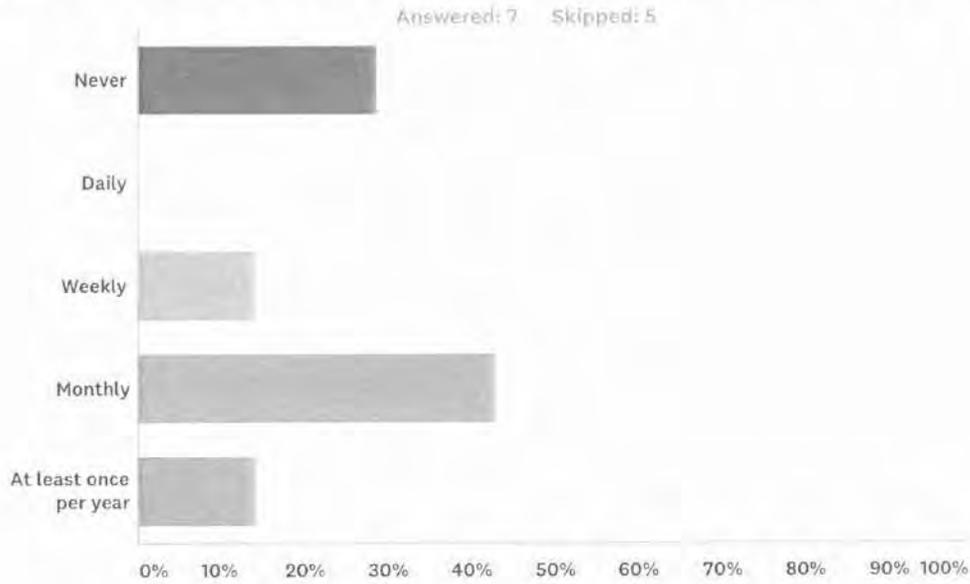
## Q28 In your opinion, how would you describe the availability of places to shop or dine in Story County?



Answer Choices	Responses	
Plentiful	42.86%	3
Adequate	28.57%	2
Lacking	14.29%	1
Not Sure	14.29%	1
<b>TOTAL</b>		<b>7</b>

#	Comments	Date
	There are no responses.	

## Q29 How often do you leave the Story County area to shop?

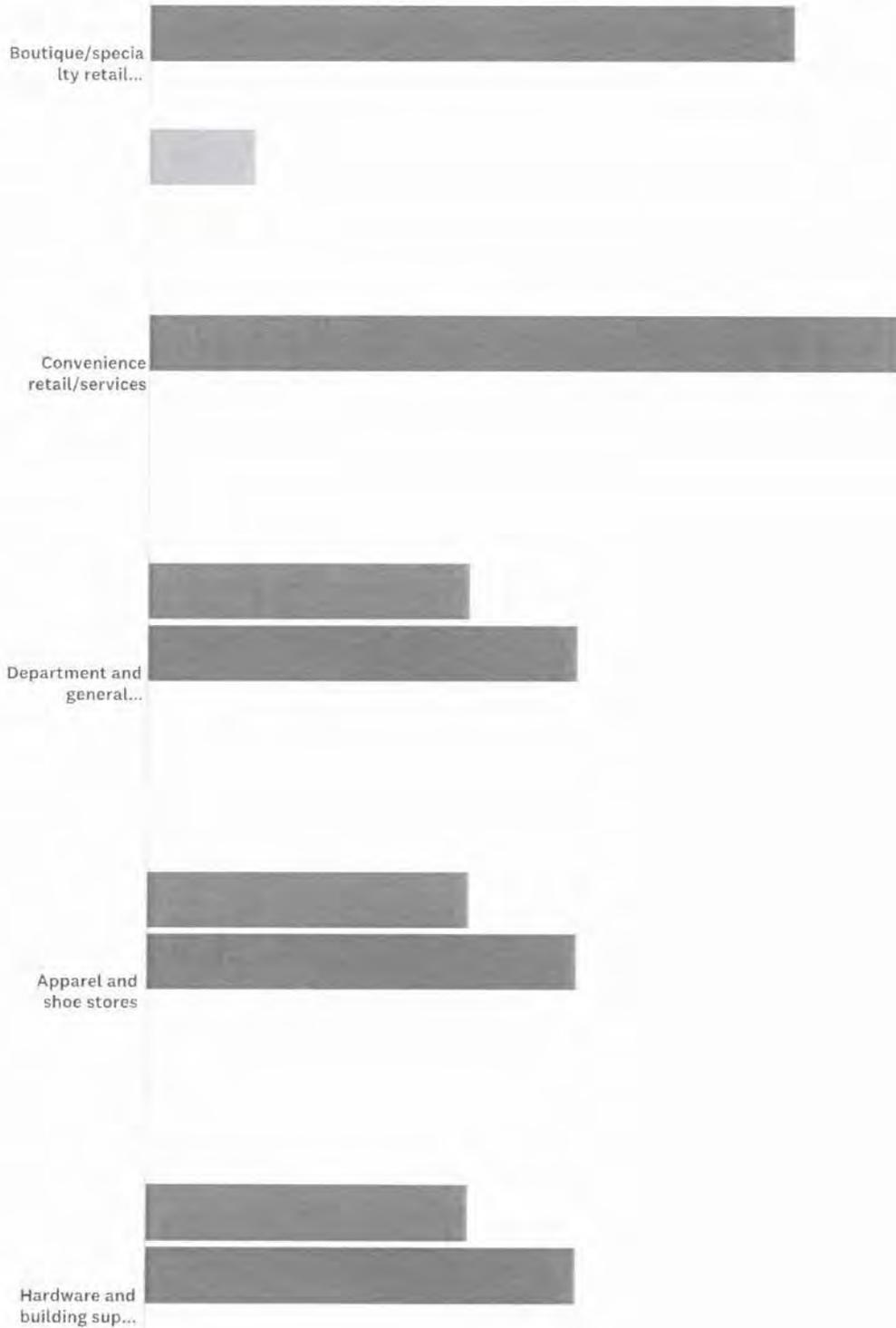


Answer Choices	Responses	
Never	28.57%	2
Daily	0.00%	0
Weekly	14.29%	1
Monthly	42.86%	3
At least once per year	14.29%	1
<b>TOTAL</b>		<b>7</b>

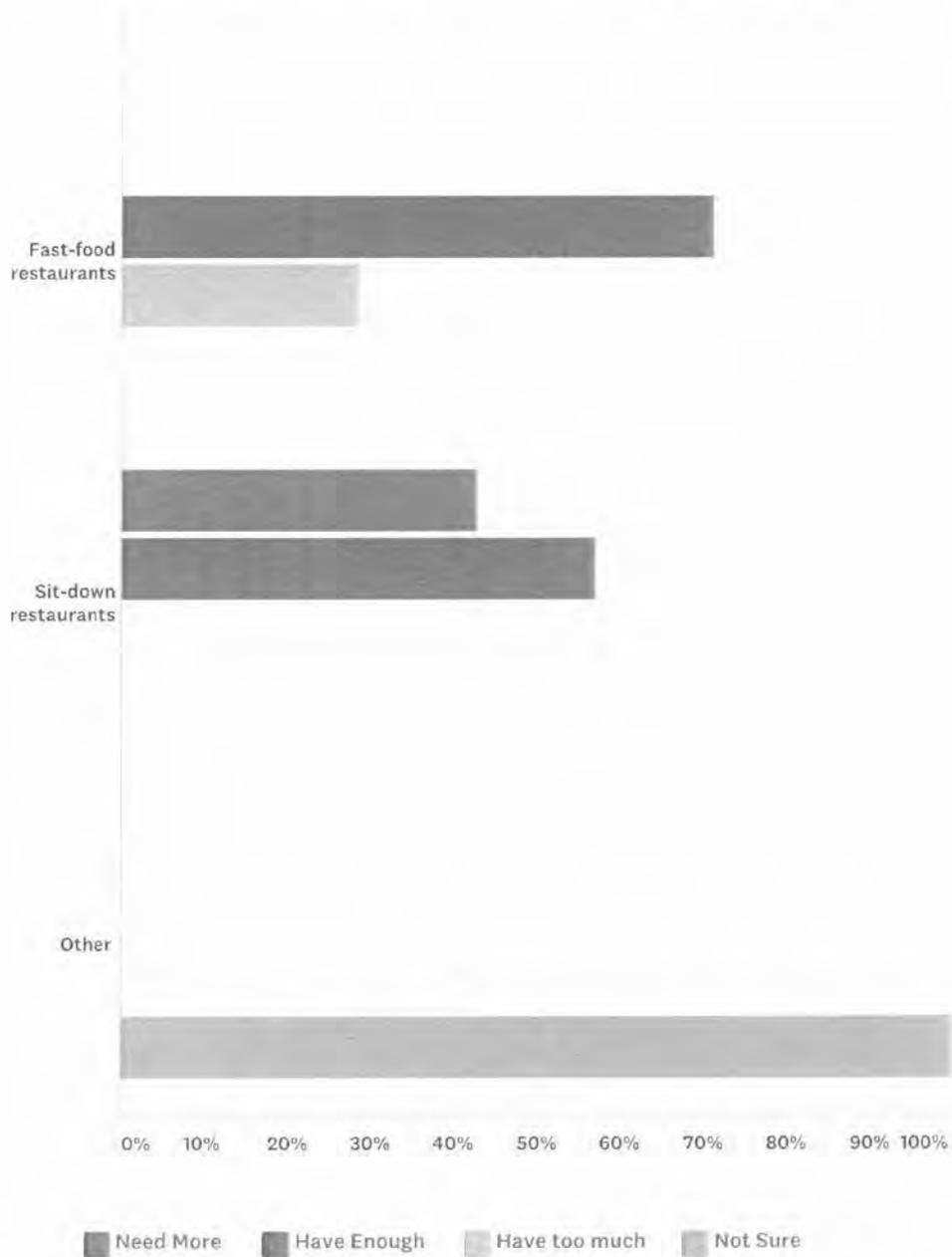
#	Comments	Date
	There are no responses.	

### Q30 Please share your opinions about the supply of various retail and service businesses in the county.

Answered: 7 Skipped: 5



July 2017 Story County Coordinated Long Range Plan Survey



	Need More	Have Enough	Have too much	Not Sure	Total
Boutique/specialty retail shopping/services	0.00% 0	85.71% 6	0.00% 0	14.29% 1	7
Convenience retail/services	0.00% 0	100.00% 7	0.00% 0	0.00% 0	7
Department and general merchandise stores	42.86% 3	57.14% 4	0.00% 0	0.00% 0	7
Apparel and shoe stores	42.86% 3	57.14% 4	0.00% 0	0.00% 0	7
Hardware and building supply stores	42.86% 3	57.14% 4	0.00% 0	0.00% 0	7
Fast-food restaurants	0.00% 0	71.43% 5	28.57% 2	0.00% 0	7

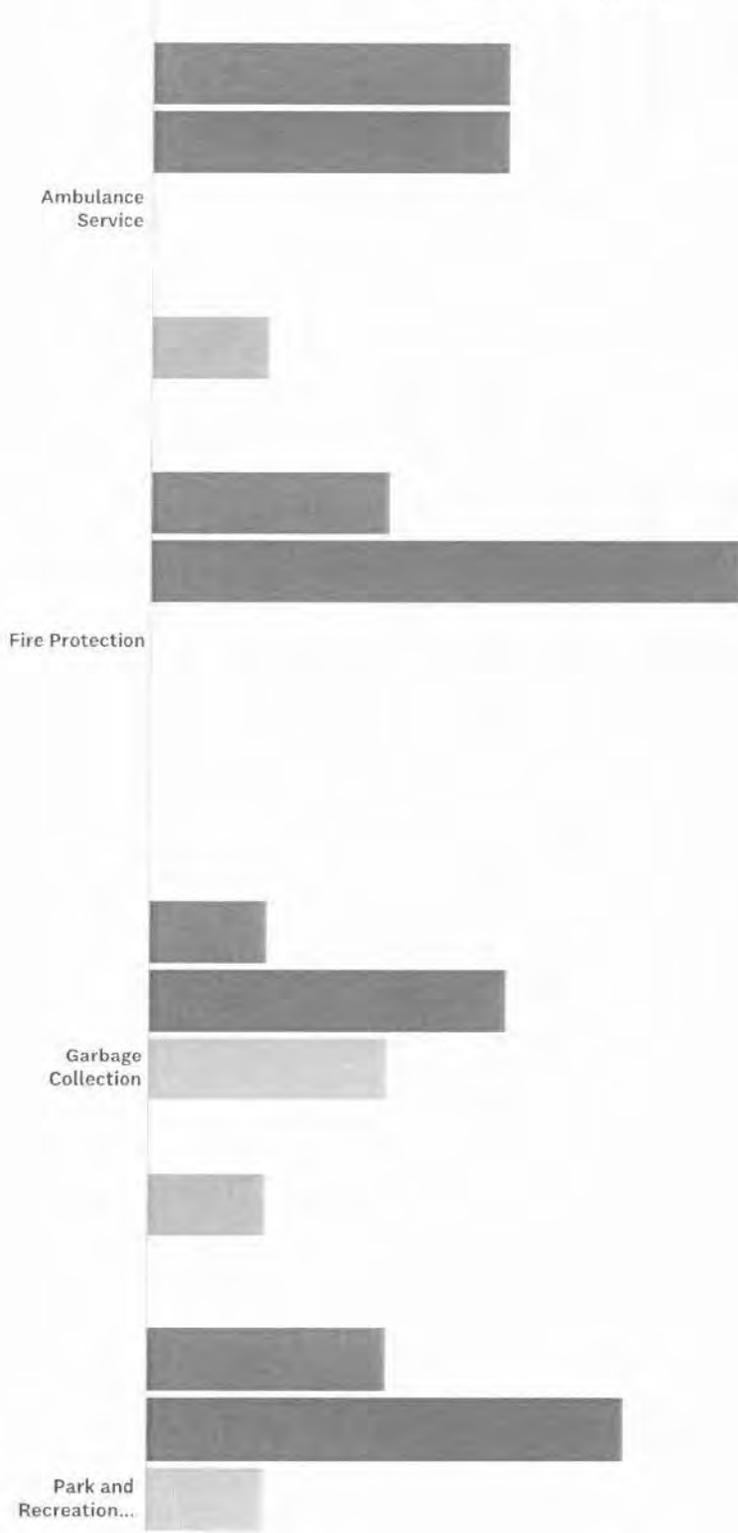
July 2017 Story County Coordinated Long Range Plan Survey

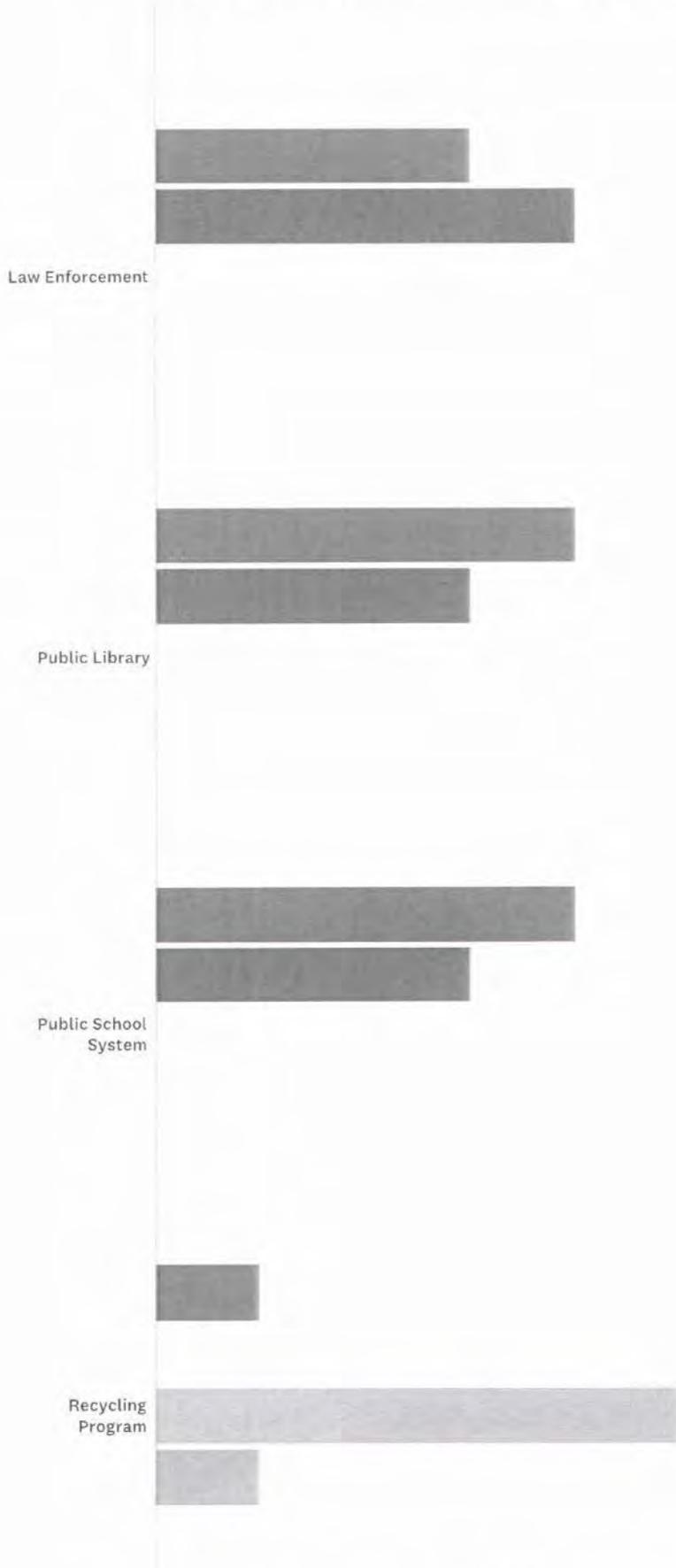
Sit-down restaurants	42.86%	57.14%	0.00%	0.00%	
	3	4	0	0	7
Other	0.00%	0.00%	0.00%	100.00%	
	0	0	0	1	1

#	If "Other", please specify or enter comments	Date
	There are no responses.	

### Q31 From your experience, please rate the following services in your community.

Answered: 7 Skipped: 5

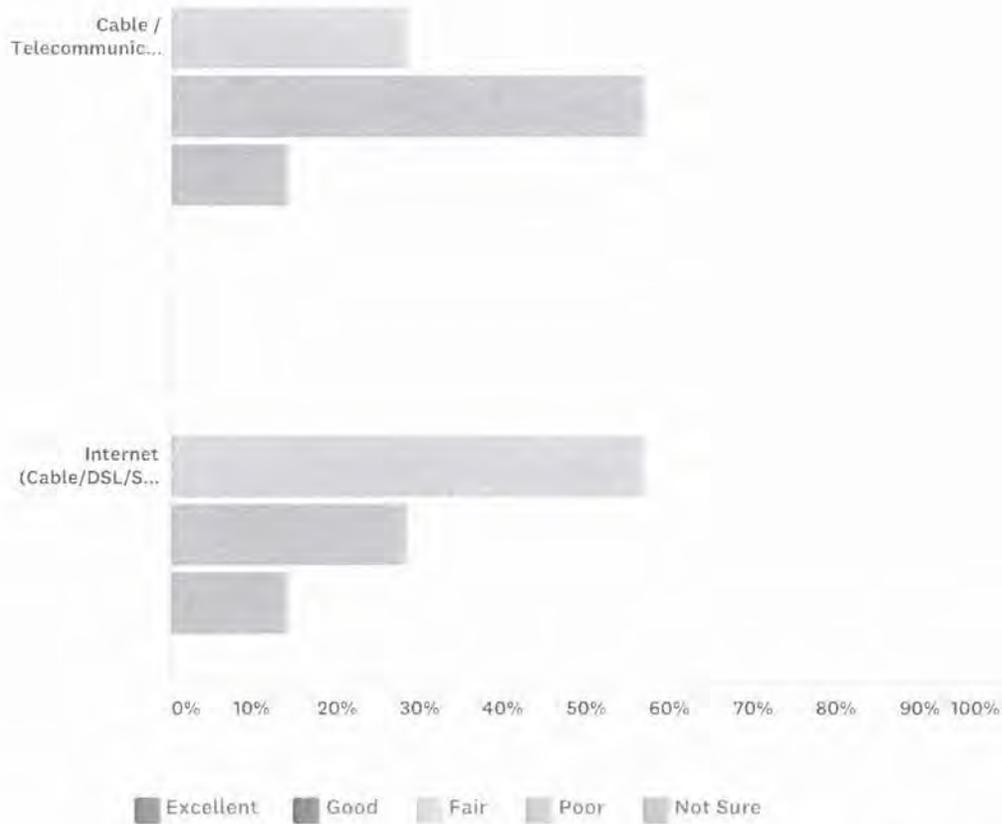




July 2017 Story County Coordinated Long Range Plan Survey



July 2017 Story County Coordinated Long Range Plan Survey



	Excellent	Good	Fair	Poor	Not Sure	Total
Ambulance Service	42.86% 3	42.86% 3	0.00% 0	0.00% 0	14.29% 1	7
Fire Protection	28.57% 2	71.43% 5	0.00% 0	0.00% 0	0.00% 0	7
Garbage Collection	14.29% 1	42.86% 3	28.57% 2	0.00% 0	14.29% 1	7
Park and Recreation Facilities	28.57% 2	57.14% 4	14.29% 1	0.00% 0	0.00% 0	7
Law Enforcement	42.86% 3	57.14% 4	0.00% 0	0.00% 0	0.00% 0	7
Public Library	57.14% 4	42.86% 3	0.00% 0	0.00% 0	0.00% 0	7
Public School System	57.14% 4	42.86% 3	0.00% 0	0.00% 0	0.00% 0	7
Recycling Program	14.29% 1	0.00% 0	71.43% 5	14.29% 1	0.00% 0	7
Snow Removal	14.29% 1	42.86% 3	28.57% 2	0.00% 0	14.29% 1	7
Storm Water Management	14.29% 1	28.57% 2	42.86% 3	14.29% 1	0.00% 0	7

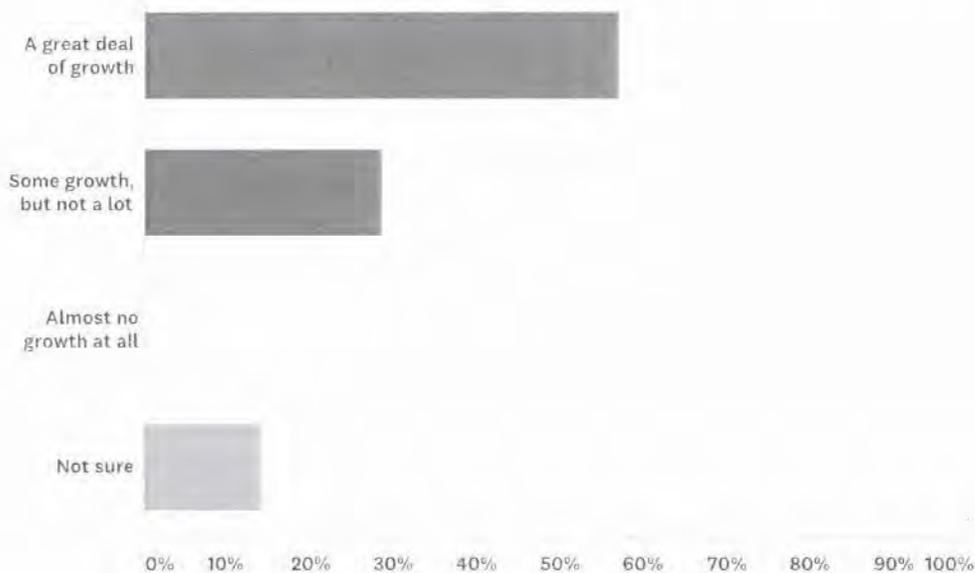
July 2017 Story County Coordinated Long Range Plan Survey

Yard Waste Disposal Options	14.29% 1	28.57% 2	28.57% 2	14.29% 1	14.29% 1	7
Street and Road Maintenance	0.00% 0	57.14% 4	28.57% 2	14.29% 1	0.00% 0	7
Cable / Telecommunications	0.00% 0	0.00% 0	28.57% 2	57.14% 4	14.29% 1	7
Internet (Cable/DSL/Satellite/Other)	0.00% 0	0.00% 0	57.14% 4	28.57% 2	14.29% 1	7

#	Comments	Date
1	Don't use all these so I don't know	7/5/2017 6:46 PM

## Q32 Over the past five years, how much growth do you think Story County has experienced?

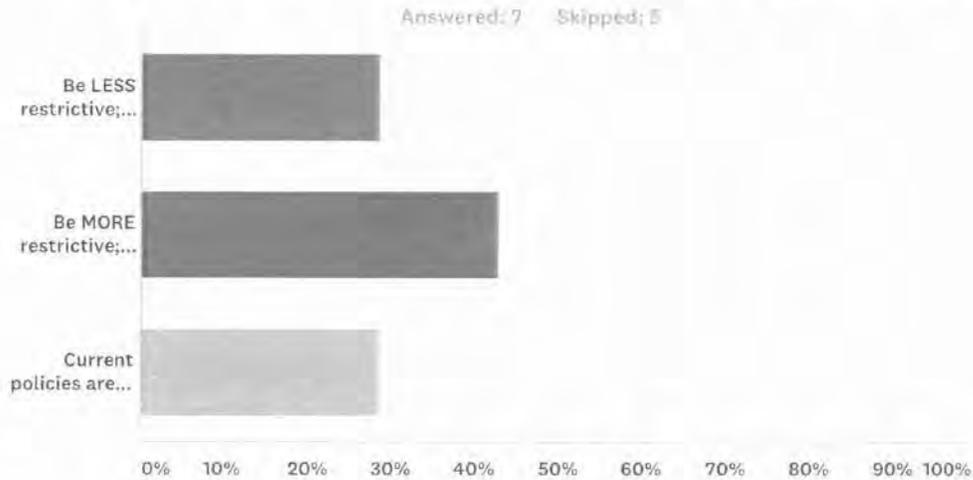
Answered: 7 Skipped: 5



Answer Choices	Responses	
A great deal of growth	57.14%	4
Some growth, but not a lot	28.57%	2
Almost no growth at all	0.00%	0
Not sure	14.29%	1
<b>TOTAL</b>		<b>7</b>

#	Comments	Date
	There are no responses.	

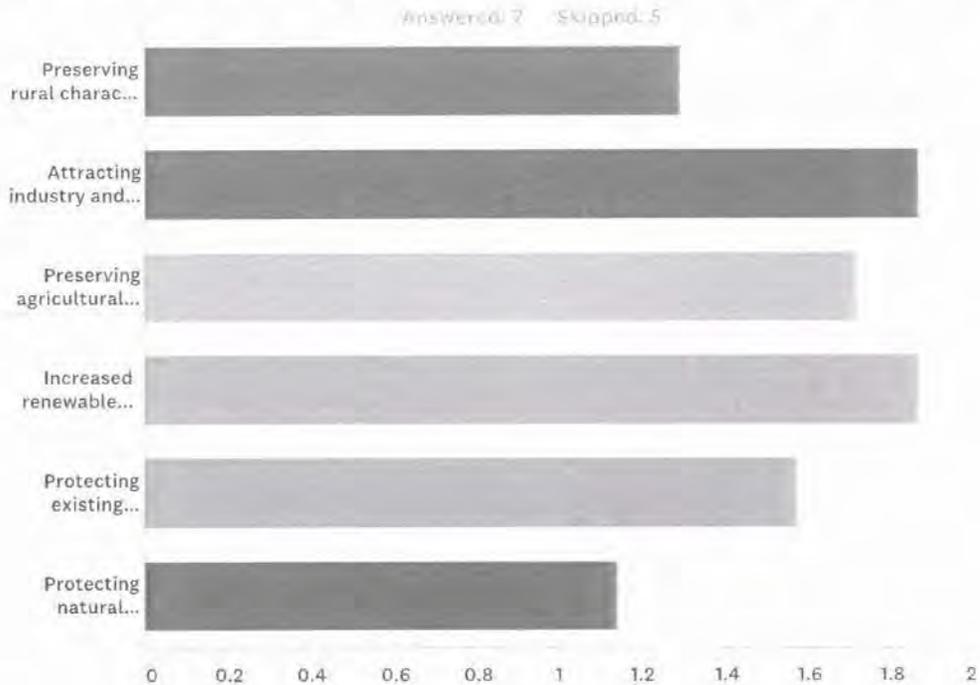
### Q33 How would you direct County civic leaders and planners with regard to land use policies and regulations?



Answer Choices	Responses
Be LESS restrictive; allow MORE flexibility for where and how land may be used and developed	28.57% 2
Be MORE restrictive; allow LESS flexibility for where and how land may be used and developed	42.86% 3
Current policies are okay	28.57% 2
<b>TOTAL</b>	<b>7</b>

#	Comments	Date
1	civic leaders are under the thumb of greedy developers	7/27/2017 7:33 PM

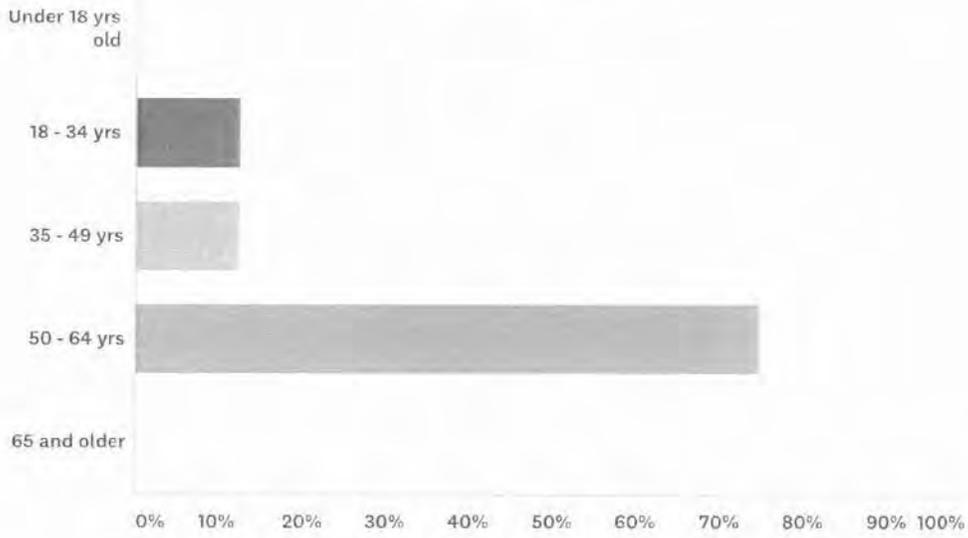
**Q34 Whenever a development project is proposed, be it new homes, new commercial or manufacturing uses, or mining or energy uses, County leaders must balance competing interests. Please indicate the importance of each of the following to you:**



	Very Important	Important	Somewhat Important	Somewhat Unimportant	Unimportant	Not Applicable	Total	Weighted Average
Preserving rural character and scenery	71.43% 5	28.57% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	7	1.29
Attracting industry and potential jobs	57.14% 4	14.29% 1	14.29% 1	14.29% 1	0.00% 0	0.00% 0	7	1.86
Preserving agricultural land and production	28.57% 2	71.43% 5	0.00% 0	0.00% 0	0.00% 0	0.00% 0	7	1.71
Increased renewable energy production	42.86% 3	28.57% 2	28.57% 2	0.00% 0	0.00% 0	0.00% 0	7	1.86
Protecting existing residential areas	42.86% 3	57.14% 4	0.00% 0	0.00% 0	0.00% 0	0.00% 0	7	1.57
Protecting natural resources, including air and water quality	85.71% 6	14.29% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	7	1.14

## Q35 Your age (person filling out the survey)

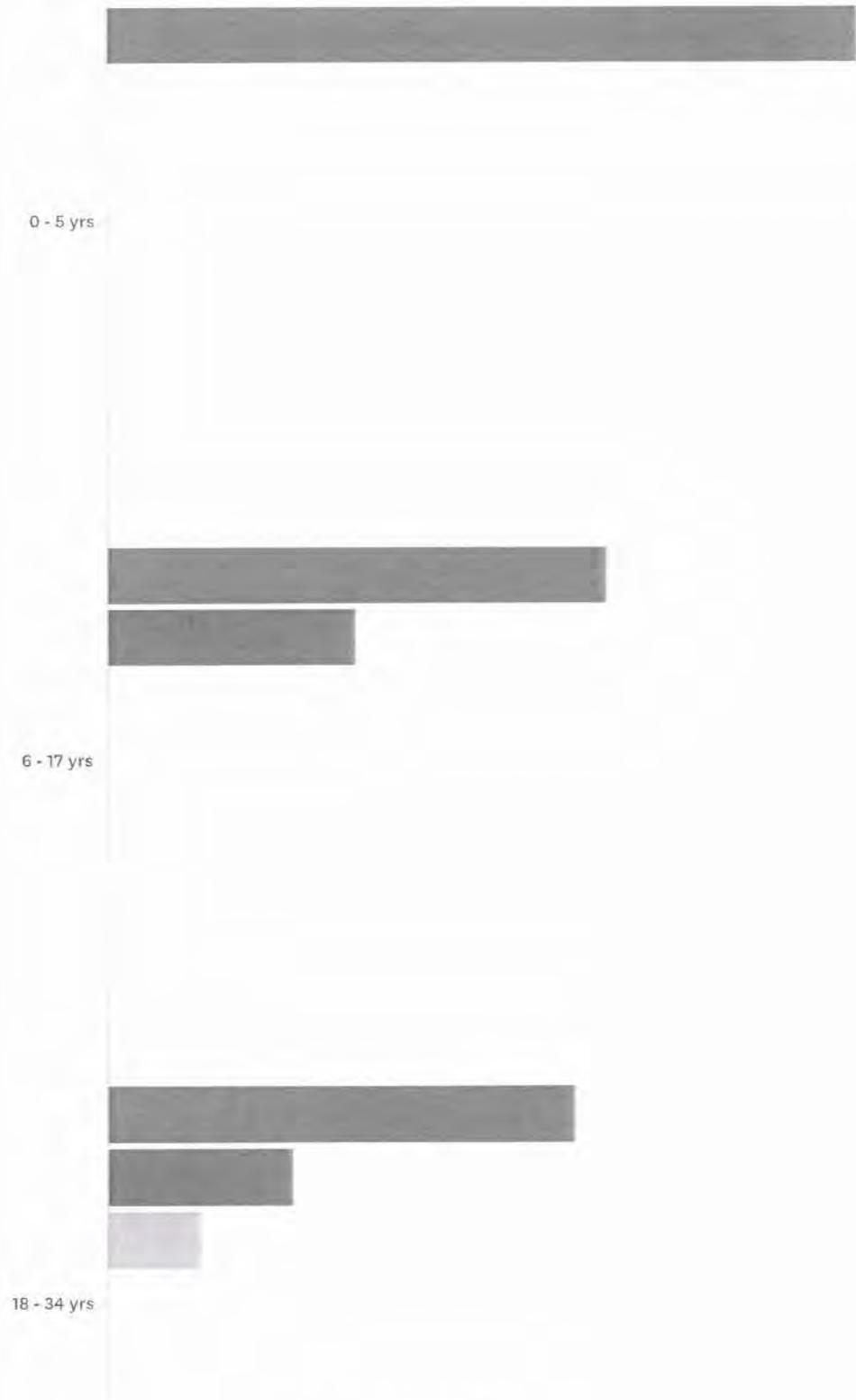
Answered: 8 Skipped: 4



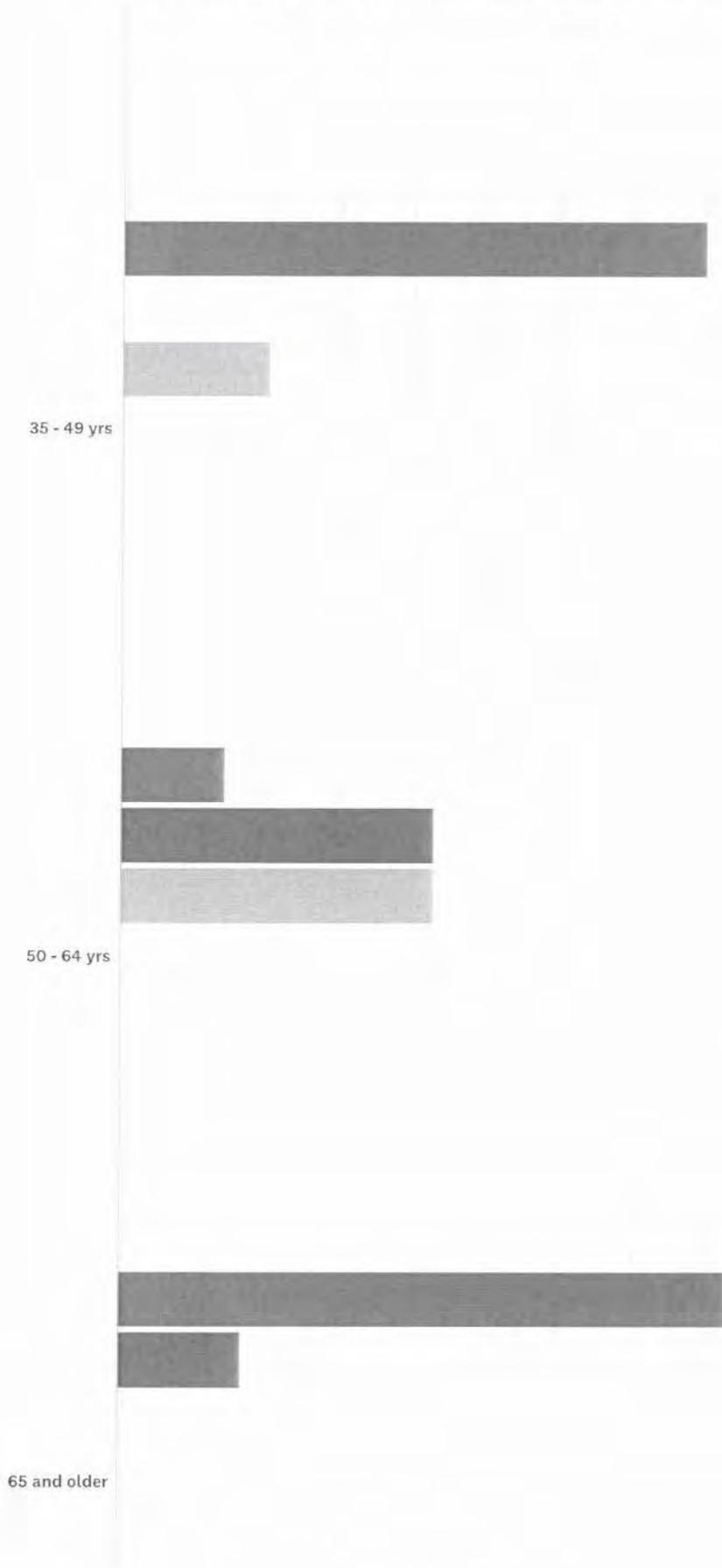
Answer Choices	Responses	Count
Under 18 yrs old	0.00%	0
18 - 34 yrs	12.50%	1
35 - 49 yrs	12.50%	1
50 - 64 yrs	75.00%	6
65 and older	0.00%	0
<b>TOTAL</b>		<b>8</b>

### Q36 How many people in each of the following age groups live in your household, including yourself?

Answered: 8 Skipped: 4



July 2017 Story County Coordinated Long Range Plan Survey



July 2017 Story County Coordinated Long Range Plan Survey

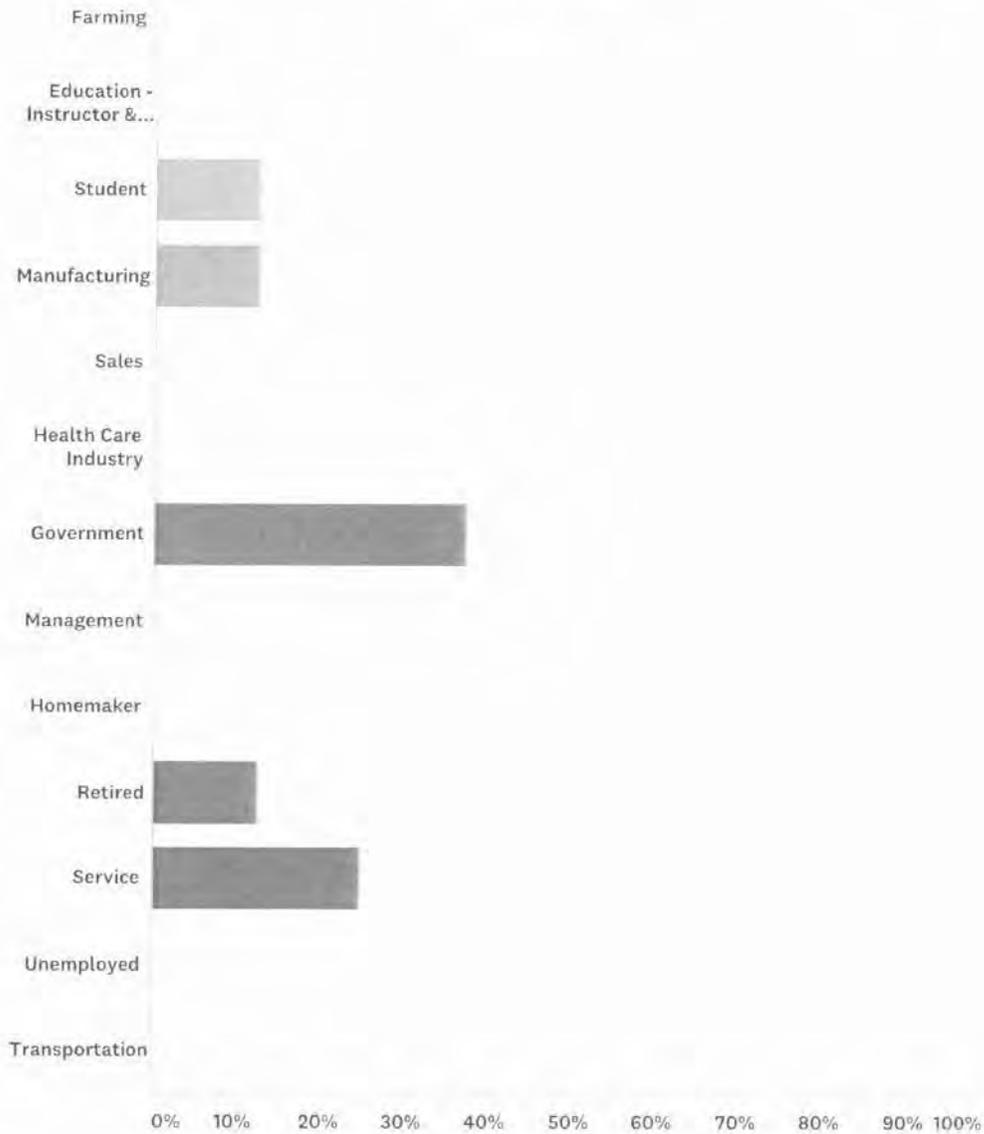
0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

0 1 2 3 4 5 6 or more

	0	1	2	3	4	5	6 or more	Total
0 - 5 yrs	100.00% 6	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	6
6 - 17 yrs	66.67% 4	33.33% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	6
18 - 34 yrs	62.50% 5	25.00% 2	12.50% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	8
35 - 49 yrs	80.00% 4	0.00% 0	20.00% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	5
50 - 64 yrs	14.29% 1	42.86% 3	42.86% 3	0.00% 0	0.00% 0	0.00% 0	0.00% 0	7
65 and older	83.33% 5	16.67% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	6

### Q37 What is your occupation?

Answered: 8 Skipped: 4



Answer Choices	Responses	Count
Farming	0.00%	0
Education - Instructor & Admin	0.00%	0
Student	12.50%	1
Manufacturing	12.50%	1
Sales	0.00%	0
Health Care Industry	0.00%	0
Government	37.50%	3
Management	0.00%	0

July 2017 Story County Coordinated Long Range Plan Survey

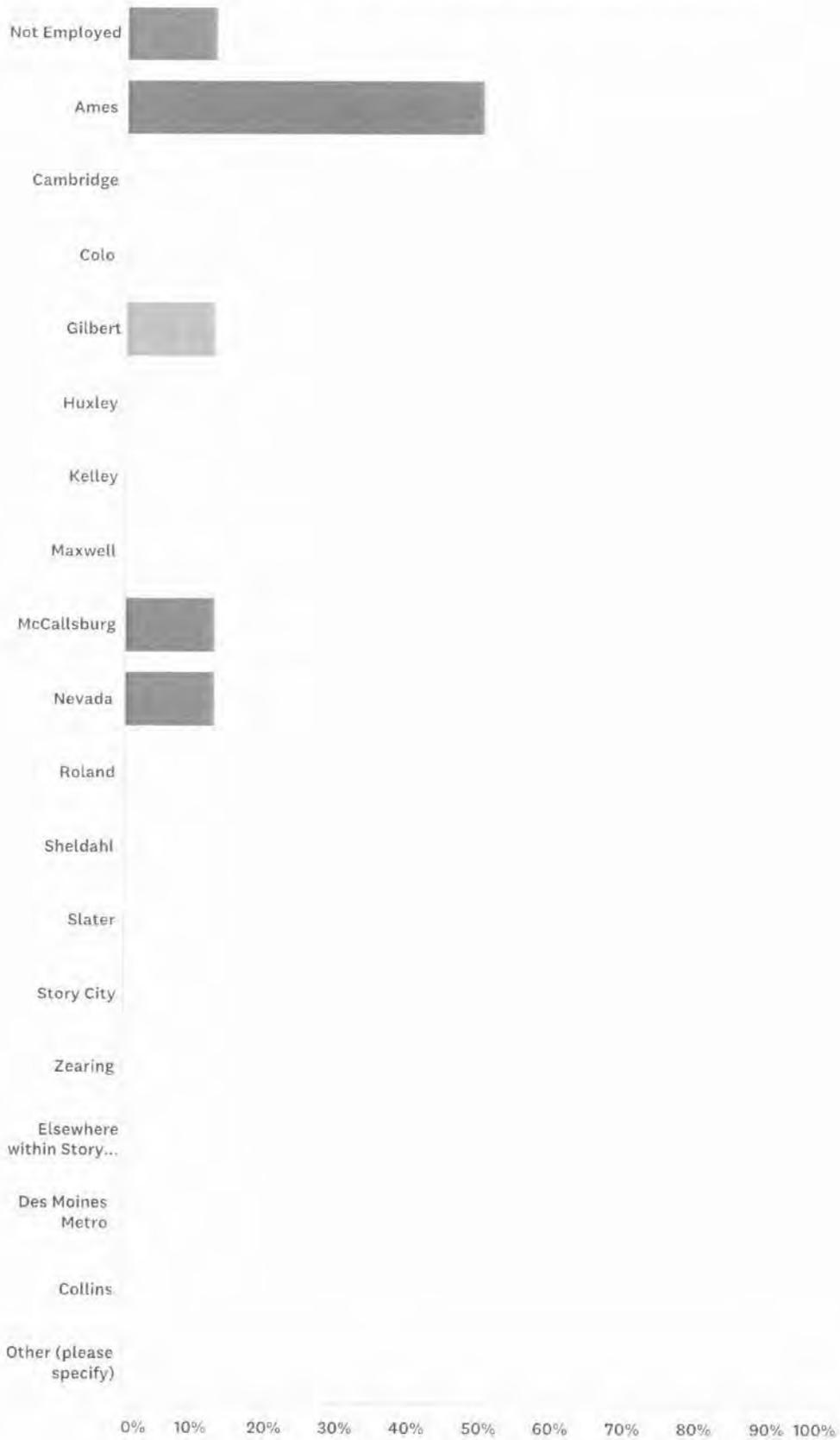
Homemaker	0.00%	0
Retired	12.50%	1
Service	25.00%	2
Unemployed	0.00%	0
Transportation	0.00%	0
<b>TOTAL</b>		<b>8</b>

#	Other (please specify)	Date
1	hi	7/18/2017 4:02 PM

## Q38 Where is your place of employment?

Answered: 8 Skipped: 4

July 2017 Story County Coordinated Long Range Plan Survey



Answer Choices

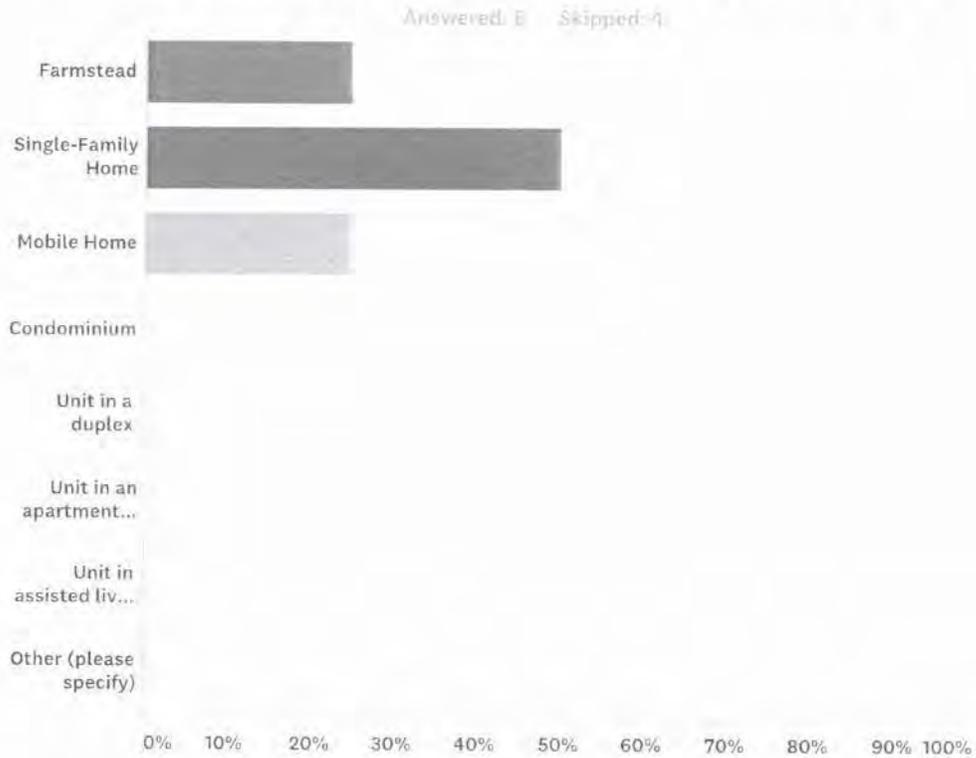
Responses

July 2017 Story County Coordinated Long Range Plan Survey

Not Employed	12.50%	1
Ames	50.00%	4
Cambridge	0.00%	0
Colo	0.00%	0
Gilbert	12.50%	1
Huxley	0.00%	0
Kelley	0.00%	0
Maxwell	0.00%	0
McCallsburg	12.50%	1
Nevada	12.50%	1
Roland	0.00%	0
Sheldahl	0.00%	0
Slater	0.00%	0
Story City	0.00%	0
Zearing	0.00%	0
Elsewhere within Story County	0.00%	0
Des Moines Metro	0.00%	0
Collins	0.00%	0
Other (please specify)	0.00%	0
<b>TOTAL</b>		<b>8</b>

#	Other (please specify)	Date
	There are no responses.	

### Q39 What type of dwelling do you live in?

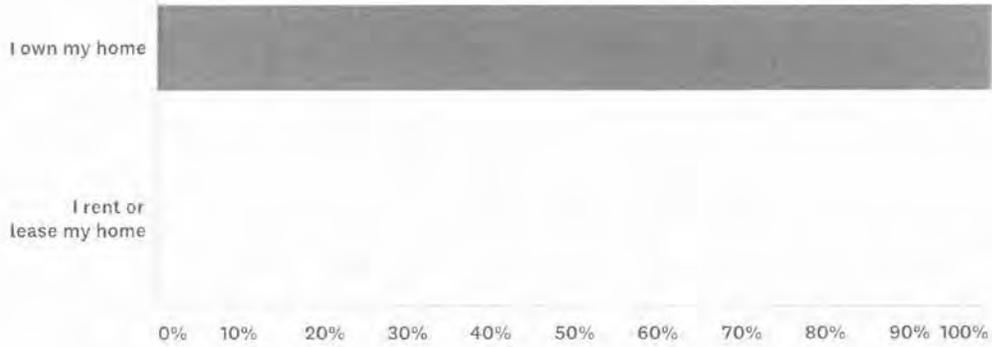


Answer Choices	Responses	
Farmstead	25.00%	2
Single-Family Home	50.00%	4
Mobile Home	25.00%	2
Condominium	0.00%	0
Unit in a duplex	0.00%	0
Unit in an apartment facility	0.00%	0
Unit in assisted living facility	0.00%	0
Other (please specify)	0.00%	0
<b>TOTAL</b>		<b>8</b>

#	Other (please specify)	Date
	There are no responses.	

## Q40 Do you rent or own your home?

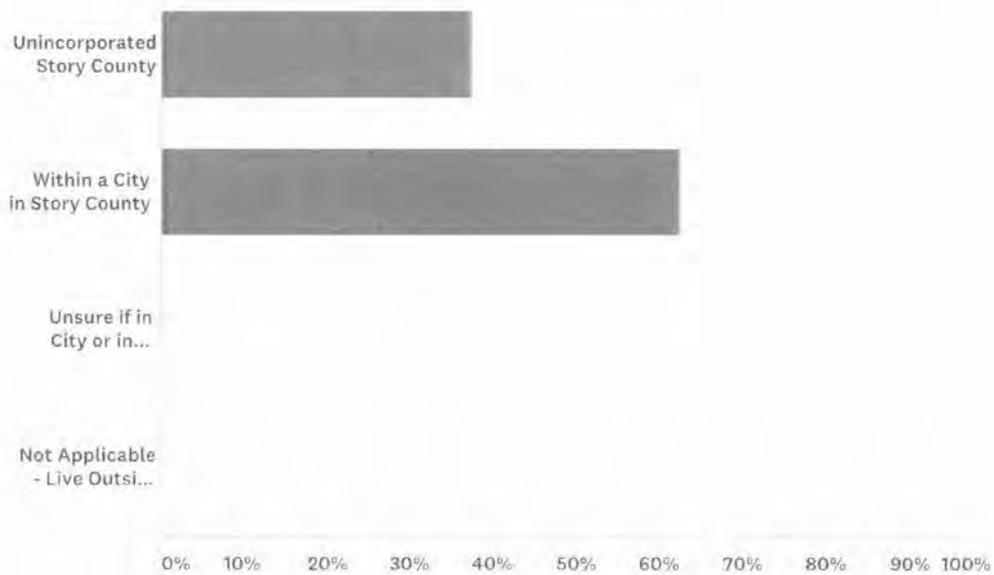
Answered: 8 Skipped: 4



Answer Choices	Responses	
I own my home	100.00%	8
I rent or lease my home	0.00%	0
<b>TOTAL</b>		<b>8</b>

## Q41 Do you live in unincorporated Story County or within a City in Story County?

Answered: 8 Skipped: 4



Answer Choices	Responses	
Unincorporated Story County	37.50%	3
Within a City in Story County	62.50%	5
Unsure if in City or in unincorporated area	0.00%	0
Not Applicable - Live Outside Story County	0.00%	0
<b>TOTAL</b>		<b>8</b>

## Q42 Where in Story County do you live?

Answered: 8 Skipped: 4



July 2017 Story County Coordinated Long Range Plan Survey



Answer Choices	Responses	Count
In Maxwell	0.00%	0
In Nevada	12.50%	1
Near Nevada	0.00%	0
Near Maxwell	0.00%	0
In Roland	0.00%	0
Near Roland	0.00%	0
In Sheldahl	0.00%	0
Near Sheldahl	0.00%	0
In Slater	0.00%	0
Near Slater	12.50%	1

July 2017 Story County Coordinated Long Range Plan Survey

In Story City	0.00%	0
Near Story City	0.00%	0
In Zearing	0.00%	0
Near Zearing	0.00%	0
Other rural area in Story County	0.00%	0
In Ames	37.50%	3
Near Ames	25.00%	2
In Cambridge	0.00%	0
Near Cambridge	0.00%	0
In Colo	0.00%	0
Near Colo	0.00%	0
In Gilbert	12.50%	1
Near Gilbert	0.00%	0
In Huxley	0.00%	0
Near Huxley	0.00%	0
In Kelley	0.00%	0
Near Kelley	0.00%	0
Other rural area outside Story County	0.00%	0
In Collins	0.00%	0
Near Collins	0.00%	0
In McCallsburg	0.00%	0
Near McCallsburg	0.00%	0
<b>TOTAL</b>		<b>8</b>

#	Outside Story County; Please indicate	Date
	There are no responses.	