

The Board of Supervisors met on 3/20/18 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 [storycountyia.gov](http://storycountyia.gov))

**RECEIVE AND OPEN BIDS FOR TEDESCO ENVIRONMENTAL LEARNING CORRIDOR, BID PACKAGE #2 - PARK AMENITIES AND TRAIL PAVING** – Luke Monat, Shive-Hattery Representative, opened bids. Ryan Wiemold, Conservation Park Superintendent, commented on Phase 1 completion. 1) Howrey Construction of Rockwell City, Iowa, bid bond included, addendum included, base bid for \$1,590,159.50, and alternate for \$173,280.00. 2) Boulder Contracting, Grundy Center, Iowa, bid bond included, addendum included, base bid for \$930,799.00, alternate for \$145,920.00. 3) Shekar Engineering, Des Moines, Iowa, bid bond included, addendum included, base bid for \$1,086,713.00, and alternate for \$147,569.00. 4) Caliber Concrete, Adair, Iowa, bid bond included, addendum included, base bid for \$949,848.54 and alternate \$164,160.00. 5) MPS Engineers PC., Des Moines, Iowa, bid bond included, addendum included, base bid for \$1,128,836.50, and alternate for \$165,780.00. 6) Minturn, Inc., Brooklyn, Iowa, bid bond included, addendum included, base bid for \$1,065,596.70, and alternate 1 for \$164,160.00. Wiemold he will return at a later date for bid award.

**NATIONAL SERVICE RECOGNITION DAY PROCLAMATION ON 4/3/18** – Jerri Baumeister, United Way of Story County, reported on volunteers and events. Sanders read the proclamation. Olson moved, Chitty seconded the approval of National Service Recognition Day Proclamation on 4/3/18. Motion carried unanimously (MCU) on a roll call vote.

**PARTNERING WITH THE CITY OF COLO FOR ENGINEERING FEASIBILITY STUDY FOR THE POTENTIAL CONNECTION OF THE HICKORY GROVE SEPTIC SYSTEM TO THE COLO CITY LAGOON** – Sanders provided an overview. Amy Kohlwes, Colo City Clerk, reported on discussions with the Colo City Engineer, yearly waste totals, estimated numbers from Hickory Grove, and possible solutions. Discussion took place. Earl Otto, Colo, stated concerns. Chitty reported on existing repairs and improvements.

**LEGAL AID ANNUAL REPORT** – Melissa Murray, Office Manager, reported on service statistics, history, staff, services, volunteers, and impact assessments.

**CENTRAL IOWA TOURISM AND AMES CONVENTION AND VISITORS BUREAU (CVB)** – Julie Weeks reported on the incoming president of the Central Iowa Tourism region, Allyson Walter. Walter presented the annual report and details about information and events. Weeks reported on tourism statistics, upcoming events, and community program grants.

**MINUTES: 3/13/18 Minutes** - Olson moved, Chitty seconded approval of the Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire in a) Attorney's Office, effective 3/21/18, for Emily Hagmeier @ \$10.00/hr; b) Board of Supervisors' Office, effective 3/23/18, for Hannah Dreyer @ \$11.00/hr; c) Facilities Management, effective 3/26/18, for Jordan Knapp @ \$16.24/hr; 2) pay adjustment in a) Board of Supervisors' Office, effective 3/18/18, for Alissa Riese-Wignall for \$3,387.75/bw; b) Auditor's Office, effective 4/1/18, for Patricia Hilleman @ \$19.99/hr; Kevin Norris @ \$2,547.40/bw; c) Secondary Roads for Derek Kruger @ \$26.46/hr; d) Sheriff's Office for Matthew Bartos @ \$2,255.45/bw; Cory Davis @ \$2,663.74/bw; Leanna Ellis @ \$3,617.68/bw. Chitty moved, Olson seconded approval of the Personnel Actions as presented. Roll call vote. (MCU)

**CLAIMS:** 3/22/18 Claims of \$767,781.19 (run date 3/16/18, 37 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 (\$15,073.96), Central Iowa Drug Task Force (CIDTF) (\$10,210.77), Holding-Seized Funds (\$2,569.00), Emergency Management (\$584.37), E911 Surcharge (\$5,039.80), County Assessor (\$3,689.12), and Ames City Assessor (\$10,926.98). Olson moved approval of the claims with removal of the claim for 4A Promotions for separate consideration; Olson will abstain from voting for that claim due to conflict of interest. Seconded by Chitty. Roll call vote. (MCU) Chitty moved, Sanders seconded the approval of 4A Promotions as presented. Chitty aye, Sanders aye, Olson abstained. Motion carried.

Olson moved approval of the Consent Agenda with the removal of items #7 and #10 for separate consideration. Chitty seconded.

1. E-sign for Board of Supervisors Chair on Equitable Sharing Agreement
2. FY19 Provider and Program Agreement with Central Iowa Retired Senior Volunteer Program (RSVP), effective 7/1/18-6/30/19: Central Iowa RSVP-Volunteer Management (not to exceed \$19,600.00) \$3.86/staff hour; Disaster Response Volunteers (not to exceed \$1,276.00) \$27.78/staff hour; Transportation (not to exceed \$5,614.00) \$12.72/one-way trip
3. Central Iowa Community Services Statement of Understanding in reference to the 28E Agreement, effective 3/19/18-6/30/18, for the following people: Tyler Lennon, Kathy Johnson
4. FY19 Provider and Program Participant Agreement with Ames Community Preschool Center (ACPC), effective 7/1/18-6/30/19: ACPC-Day Care - Children (not to exceed \$16,500.00) \$46.55/full day; Day Care - School Age (not to exceed \$2,621.00) \$10.25/partial day
5. FY19 Provider and Program Participant Agreement with Youth and Shelter Services (YSS), effective 7/1/18-6/30/19: YSS-Child Safety (not to exceed \$3,000.00) \$94.01/staff hour; Kids Club (not to exceed \$21,323.00) \$14.56/partial day (three hours); Mentoring (not to exceed \$12,563.00) \$33.93/client contact/day; Stork's Nest (not to exceed \$400.00) \$44.57/client contact; Transitional Living (not to exceed \$3,200.00) \$29.30/client contact; Youth Development/Social Adjustment Community Youth Development, Nevada (not to exceed 28,840.00) \$41.35/client contact/day; Employment Assistance (not to exceed \$5,295.00) \$21.30/staff hour; Family Development and Self-Sufficiency Services (not to exceed \$2,348.00) \$47.37/client hour; Public Education/Awareness (not to exceed \$49,440.00) \$54.77/staff hour; Summer Enrichment (not to exceed \$14,200.00) \$17.45/partial day (three hours); Child Safety - Local Option (not to exceed \$1,500.00) \$94.01/staff hour; Kids Club – Local Option (not to exceed \$2,311.00) \$14.56/partial day (three hours); Summer Enrichment - Local Option (not to exceed \$586.00) \$17.45/partial day (three hours); Mentoring – Local Option (not to exceed \$2,709.00) \$33.93/client contact/day; Stork's Nest – Local Option (not to exceed \$91.00)\$44.57/client contact
6. Resolution #18-92 for the Abatement of Taxes pursuant to §445.16 and §446.31, *Code of Iowa*

8. Contract with Weidemann Inc. for RCB Culvert Replacement - Twin Box for \$180,661.80 - Project #FM-CO85(147)-55-85
9. Adopt-a-Road Application renewal, effective 1/1/18-12/31/18: a) #98-02 ISU CALS Student Council on County Road E29 (190<sup>th</sup> Street) from County Road R63 (Dayton Avenue) east to 580<sup>th</sup> Avenue; b) #16-03 Nevada Seventh-Day Adventist School on 260<sup>th</sup> Street from 610<sup>th</sup> Avenue east to County Road S14 (620<sup>th</sup> Avenue)
11. Road Closure Resolution: #18-28
12. Utility Permit: #18-67

Roll call vote. (MCU)

7. Support Agreement between Aercor Wireless Inc and Story County, effective 5/23/18-5/22/19, for \$2,894.06 – Olson asked for additional detail that Human Resources Director Alissa Wignall provided. Discussion took place. Olson moved, Chitty seconded the approval of Support Agreement between Aercor Wireless Inc. and Story County, effective 5/23/18-5/22/19, for \$2, 894.06, listed as option #1. Roll call vote. (MCU)
10. Appointment of Latifah Faisal to the Judicial Magistrate Commission to fill an unexpired term ending 12/31/20 – Deb Schildroth, Director of External Affairs, reported she took recommendations from the County Attorney; Faisal works in Attorney’s Office. Discussion took place. Olson moved, Chitty seconded the appointment of Latifah Faisal to the Judicial Magistrate Commission to fill an unexpired term ending 12/31/20. Roll call vote. (MCU)

**RESOLUTION #18-88, A 15-FOOT WIDE WALKWAY AND UTILITY AREA LOCATED BETWEEN LOT 5 AND LOT 6 (EXCEPT FOR PARCEL “A”), FORREST PARK SUBDIVISION** – Jerry Moore, Planning and Development Director, reported on the request to vacate an existing 15-foot wide walkway and utility easement. Moore provided detail on the request and the governing regulations. The Planning and Zoning Commission recommended approval with conditions, listed as Alternative #1. Sanders opened the public hearing at 11:20 a.m., and, hearing none, he closed the public hearing at 11:20 a.m. Discussion took place. Olson moved, Chitty seconded the approval of Resolution #18-88, a 15-foot Wide Walkway and Utility Easement Vacation as presented, Alternative #1. Roll call vote. (MCU)

**DRAFT CAPITAL IMPROVEMENTS PLAN (CIP)** – Leanne Harter, County Outreach and Special Projects Manager, provided an overview. Discussion took place. Olson moved, Chitty seconded the approval of the Draft Capital Improvements Plan (CIP) as present. Roll call vote. (MCU)

**PURCHASE OF 60-INCH MOWER WITH TRADE-IN FOR STORY COUNTY CONSERVATION FROM VETTER EQUIPMENT FOR \$8,522.19 (UNBUDGETED)** – Sanders reported on discussions during the FY19 budget work sessions to make this purchase in the current fiscal year. Ryan Weimold, Conservation Park Superintendent, recommended approval. Sanders provided an overview of the process. Chitty moved, Olson seconded approval to purchase a 60-inch mower with trade-in from Vetter Equipment for \$8,522.19. Roll call vote. (MCU)

**PURCHASE OF 72-INCH MOWER FOR STORY COUNTY CONSERVATION FROM VETTER EQUIPMENT FOR \$11,735.27 (UNBUDGETED)** – Chitty moved, Olson seconded approval to Purchase 72-inch Mower from Vetter Equipment for \$11,735.27. Roll call vote. (MCU)

**EXPENDITURE TO PRAIRIE RIVERS OF IOWA TO COORDINATE AND INSTALL WATERSHED AND CREEK SIGNAGE FOR \$22,031.00** – Ryan Weimold, Conservation Park Superintendent, reported on the signage and public education. Chitty moved, Olson seconded approval of expenditure to Prairie Rivers of Iowa to coordinate and install watershed and creek signage for \$22,031.00. Roll call vote. (MCU)

**RESOLUTION #18-89, WIRTZY HILL RESIDENTIAL PARCEL SUBDIVISION** – Amelia Schoeneman, County Planner, provided an overview of the property, current and proposed use, ownership, and access easements. Chitty moved, Olson seconded the approval of Resolution #18-89, Wirtzy Hill Residential Parcel Subdivision with a condition as presented. Roll call vote. (MCU)

**LANDUS COOPERATIVE SITE DEVELOPMENT PLAN AND ZONING PERMIT APPLICATION** – Emily Zandt, County Planner, provided detail on the proposed plan, a grain receiving, storage, and loading facility. She provided current zoning and use. Staff recommends approval. Brett Bell, representative of Landus, provided additional detail. Chitty moved, Olson seconded the approval of Landus Cooperative Site Development Plan and Zoning Permit Application as presented. Jeff Longnecker, Grant Township, spoke in favor of the project. Roll call vote. (MCU)

**RESOLUTION #18-91, WIERSON RIDGEWOOD LANE RESIDENTIAL PARCEL SUBDIVISION** – Emily Zandt, County Planner, provided an overview of the project. She reported on ownership, location, current and surrounding land use, and the subdivision process. She reported on alternatives. Jeff Longnecker, Grant Township, spoke about access. Chitty moved, Olson seconded the approval of Resolution #18-91, Wierson Ridgewood Lane Residential Parcel Subdivision as presented. Roll call vote. (MCU)

Sanders recessed at 12:05 p.m. and reconvene at 12:08 p.m.

**FACILITIES MANAGEMENT QUARTERLY REPORT** – Joby Brogden, Director, reported on work orders, new staff, building maintenance, fire alarm inspections, and infrastructure.

**EMERGENCY MANAGEMENT QUARTERLY REPORT** – Keith Morgan, Director, reported on responses, planning, training, exercises, statewide tornado drill, and upcoming schedule.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS**: All BOS members reported on various meetings.

Chitty moved, Olson seconded to adjourn at 12:37 p.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Agenda  
3/20/18

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. Receive And Open Bids For Tedesco Environmental Learning Corridor, Bid Package #2 -  
Park Amenities And Trail Paving - Ryan Wiemold

Department Submitting Conservation

5. Consideration Of National Service Recognition Day Proclamation On April 3, 2018 - Jerri  
Baumeister-United Way Of Story County, Bryann Sullivan-Income VISTA Volunteer, And  
Anne Owens-Volunteer Center

Department Submitting Board of Supervisors

Documents:

MDOS 2018 PROCLAMATION.PDF

6. Discussion And Consideration Of Partnering With The City Of Colo For Engineering  
Feasibility Study For The Potential Connection Of The Hickory Grove Septic System To The  
Colo City Lagoon - Marty Chitty

Department Submitting Board of Supervisors

7. AGENCY REPORTS:

I. Legal Aid Annual Report - Carin Forbes

Department Submitting Auditor

Documents:

LEGAL AID.PDF

II. Central IA. Tourism And Ames Convention & Visitors Bureau - Julie Weeks

Department Submitting Auditor

Documents:

CITRACVB REPORT.PDF

8. CONSIDERATION OF MINUTES:

I. 3/13/18 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)new hire in a)Attorney's Office effective 3/21/18 for Emily Hagmeier @ \$10.00/hr; b) Board of Supervisor's Office effective 3/23/18 for Hannah Dreyer @ \$11.00/hr; c) Facilities Management effective 3/26/18 for Jordan Knapp @ \$16.24/hr; 2)pay adjustment in a) Board of Supervisors effective 3/18/18 for Alissa Riese-Wignall for \$3,387.75/bw; b) Auditor's Office effective 4/1/18 for Patricia Hilleman @ \$19.99/hr; Kevin Norris @ \$2,547.40/bw; c)Secondary Roads for Derek Kruger @ \$26.46/hr; d) Sheriff's Office for Matthew Bartos @ \$2,255.45/bw; Cory Davis @ \$2,663.74/bw; Leanna Ellis @ \$3,617.68/bw

Department Submitting HR

10. CONSIDERATION OF CLAIMS:

I. 03/22/18 Claims

Department Submitting Auditor

Documents:

CLAIMS 032218.PDF

11. 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 To E-Sign For Board Of Supervisors Chair On Equitable Sharing Agreement

Department Submitting Story County Attorney

Documents:

E SIGN.PDF

II. Consideration Of FY 19 Provider And Program Agreement With Central Iowa RSVP Effective 7/1/18-6/30/19

Central Iowa RSVP-Volunteer Management (Not to exceed \$19,600) \$3.86/1 Staff Hr;  
Disaster Response Volunteers (Not to exceed \$1,276) \$27.78/1 Staff Hr;  
Transportation (Not to exceed \$5,614) \$12.72/One Way Trip

Department Submitting Board of Supervisors

Documents:

CENTRAL IOWA RSVP FY19.PDF

- III. Consideration Of Central Iowa Community Services Statement Of Understanding In Reference Of The 28E Agreement Effective 3/19/18-6/30/18 For The Following: Tyler Lennon, Kathy Johnson

Department Submitting Story County Community Services

Documents:

STATEMENT.PDF

- IV. Consideration Of FY19 Provider And Program Participant Agreement With ACPC Effective 7/1/18-6/30/19

ACPC-Day Care - Children (Not to exceed \$16,500) \$46.55/1 Full Day; Day Care - School Age (Not to Exceed \$2,621) \$10.25/1 Partial Day

Department Submitting Board of Supervisors

Documents:

ACPCFY19.PDF

- V. Consideration Of FY19 Provider And Program Participant Agreement With Youth And Shelter Services Effective 7/1/18-6/30/19

Youth and Shelter Services-Child Safety (Not to exceed \$3,000) \$94.01/1 Staff Hr; Kids Club (Not to exceed \$21,323) \$14.56/1 Partial Day(3 hrs); Mentoring (Not to exceed \$12,563) \$33.93/1 Client Contact/Day; Stork's Nest (Not to exceed \$400) \$44.57/1 Client Contact; Transitional Living (Not to exceed \$3,200) \$29.30/1 Client Contact; Youth Dev/Soc. Adj. Comm. Youth Dev. Nevada (Not to exceed 28,840) \$41.35/1 Client Contact/Day; Employment Assistance (Not to exceed \$5,295) \$21.30/1 Staff Hr; Family Dev./Edu FaDSS (Not to exceed \$2,348) \$47.37/1 Client Hr; Public Educ./Awareness (Not to exceed \$49,440) \$54.77/1 Staff Hr; Summer Enrichment (Not to exceed \$14,200) \$17.45/1 Partial Day (3 hrs); Child Safety - Local Option (Not to exceed \$1,500) \$94.01/1 Staff hr; Kids Club - Local Option (Not to exceed \$2,311) \$14.56/1 Partial Day (3 hrs); Summer Enrichment - Local Option (Not to exceed \$586) \$17.45/1 Partial Day (3 hrs); Mentoring - Local Option (Not to exceed \$2,709) \$33.93/1 Client Contact/Day; Storks Next - Local Option (Not to exceed \$91)\$44.57/1 Client Contact

Department Submitting Board of Supervisors

Documents:

YSSFY19.PDF

- VI. Consideration Of Resolution #18-92 For The Abatement Of Taxes Pursuant To Sections 445.16 & 446.31 Code Of Iowa

Department Submitting Treasurer

Documents:

RES1892.PDF

- VII. Consideration Of Support Agreement Between Aercor Wireless Inc And Story County

Effective 5/23/18-5/22/19 For \$2,894.06

Department Submitting Sheriff

Documents:

AERCOR WIRELESS CONTRACT.PDF

- VIII. Consideration Of Contract With Weidemann Inc. For RCB Culvert Replacement - Twin Box For \$180,661.80 - Project #FM-CO85(147)-55-85

Department Submitting Engineer

Documents:

CONTRACT WITH WEIDEMANN INC CULVERT REPLACEMENT.PDF

- IX. Consideration Of Adopt-A-Road Application Renewal Effective 1/1/18 Thru 12/31/18: A) #98-02 ISU CALS Student Council On County Road E29 (190th Street) From County Road R63 (Dayton Avenue) East To 580th Avenue; B) #16-03 Nevada Seventh-Day Adventist School On 260th Street From 610th Avenue East To County Road S14 (620th Avenue)

Department Submitting Engineer

Documents:

AAR 9802 18.PDF  
AAR 1603 18.PDF

- X. Consideration Of Appointment To The Judicial Magistrate Commission To Fill An Unexpired Term Ending 12/31/2020: Latifah Faisal

Department Submitting Board of Supervisors

- XI. Consideration Of Road Closure Resolution(S): #18-028

Department Submitting Engineer

Documents:

RC 18 28.PDF

- XII. Consideration Of Utility Permit(S): #18-67

Department Submitting Engineer

Documents:

UT 18 067.PDF

12. PUBLIC HEARING ITEMS:

- I. Discussion And Consideration Of Resolution #18-88, A 15 Feet Wide Walkway And Utility Area Located Between Lot 5 And Lot 6 (Except Parcel A), Forrest Park Subdivision - Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF  
RESOLUTION 18 88.PDF  
PLAT OF SURVEY.PDF

13. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of The Draft Capital Improvements Plan-Leanne Harter

Department Submitting Board of Supervisors

Documents:

DRAFT STORY COUNTY CIP MARCH 20 2018.PDF

- II. Discussion And Consideration For Purchase Of 60-Inch Mower With Trade-In For Story County Conservation From Vetter Equipment For \$8,522.19 (Unbudgeted) - Ryan Wiemond

Department Submitting Conservation

Documents:

REQUEST FOR 60 INCH MOWER.PDF

- III. Discussion And Consideration For Purchase Of 72-Inch Mower For Story County Conservation From Vetter Equipment For \$11,735.27 (Unbudgeted) - Ryan Wiemold

Department Submitting Conservation

Documents:

REQUEST FOR 72 INCH MOWER.PDF

- IV. Discussion And Consideration Of Expenditure To Prairie Rivers Of Iowa To Coordinate And Install Watershed And Creek Signage For \$22,031 - Ryan Wiemold

Department Submitting Conservation

Documents:

REQUEST FOR PRAIRIE RIVERS AGREEMENT EXPENDITURE.PDF

- V. Discussion And Consideration Of Resolution #18-89, Wirtzy Hill Residential Parcel Subdivision - Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF  
RESOLUTION 18 89.PDF  
PLAT.PDF  
ATTACHMENTS.PDF

VI. Discussion And Consideration Of Landus Cooperative Site Development Plan And Zoning Permit Application - Emily Zandt

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF  
LANDUS PLANS AND ELEVATIONS.PDF  
LANDUS SUPPLEMENTAL DOCUMENTS.PDF

VII. Discussion And Consideration Of Resolution #18-91, Wierson Ridgewood Lane Residential Parcel Subdivision - Emily Zandt

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF  
RESOLUTION 18 91.PDF  
FINAL PLAT.PDF  
FINAL ATTACHMENTS.PDF

14. DEPARTMENTAL REPORTS:

I. Facilities Management Quarterly Report - Joby Brogden

Department Submitting Auditor

Documents:

QRT 32018.PDF

II. Emergency Management Quarterly Report - Keith Morgan

Department Submitting Auditor

Documents:

EM QTR RPRT.PDF

15. OTHER REPORTS:

16. 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.

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

18. ADJOURNMENT:

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

**Story County Board of Supervisors  
Meeting  
3/20/18**

**NAME**

**ADDRESS**

Amy Kollmes  
 Emily Zandt  
 Jerry Moore  
 Earl Otto  
 JAN SHERWOOD  
 Tim Miller  
 DAVID CARAPOLOS  
 Jason Gettler  
 Margaret Jaynes  
 Melissa Murray  
 Craig Meyers  
 Amelia Schoeneman  
 Joby Braden  
 Brett Bell  
 TREVOR EWING  
 Lori Williams  
 Ashley Shelstad  
 Keith Morgan  
 Jim Pease  
 Arbind Kark  
 LUKE MONAT  
 Ryan Wemild  
 Vern Freemeister  
 Bryann Sullivan  
 JEFFERSON  
 JIMMY JOSH WARTZ  
 Jason Lemmet  
 Irene Pienke  
 Blanche Dymal  
 Aelgon Waaler  
 Julie Leuts  
 Michelle Harland  
 Aissa Wignall  
 Deb Schildroth

23402 US Hwy 65 Colo.  
 P+D  
 P+D  
 520 Fortt Colo  
 2310 HAYES AMES IA  
 5165 Lincoln St Newton IA  
 25789 N AVE GRINDY CENTER IA  
 309 Mulkin St Adair IA  
 EH  
 Legal And  
 SCCB  
 P+D  
 Facilities  
 2321 N Loop Drive Ames IA  
 307 MAIN ST ZEMANS IA 50271  
 110 Crystal St, Ames IA 50010  
 110 Crystal St, Ames IA 50010  
 Story/EMA  
 SCCOS  
 With MPS Engineers P.C.  
 SHINE-BATTERY, INC.  
 Story County Convention  
 United Way of Story County  
 United Way of Story County  
 27300 AFO<sup>7</sup> AVE Ames  
 27309 GROTHMAN NEWARK  
 2321 Loop Dr Ames IA  
 Nevada  
 Nevada  
 Ames CVB  
 Ames CVB  
 27311 12th Ave, Nevada  
 BOS  
 BOS

**NATIONAL SERVICE RECOGNITION DAY PROCLAMATION**

WHEREAS, service to others is a hallmark of Iowa culture, and central to how we meet our challenges; and

WHEREAS, local, state and national elected officials are increasingly turning to service and volunteerism as a cost-effective strategy to meet city needs; and

WHEREAS, AmeriCorps and Senior Corps address the most pressing challenges facing our cities and nation, from educating students for the jobs of the 21st century and supporting veterans and military families to preserving the environment and helping communities recover from natural disasters; and

WHEREAS, service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, national service participants serve in more than 70,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, local volunteers serve in more than 80 opportunities in Story County, on a weekly basis, identifying and addressing local needs; and

WHEREAS, volunteers increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, AmeriCorps members and Senior Corps volunteers, alongside local volunteers, demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with elected officials at all levels nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, City of Service, and officials across the country to recognize the impact of service.

THEREFORE, BE IT RESOLVED that We, Board of Supervisors, of Story County, do hereby proclaim April 3, 2018, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our county and thank those who serve; and to find ways to give back to their communities.

**APPROVED**                      **DENIED**

Board Member Initials: RS

Meeting Date: 3-20-18

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

\_\_\_\_\_

\_\_\_\_\_

**LEGAL AID SOCIETY OF STORY COUNTY**  
**Report to the Supervisors of Story County**  
**January 22, 2018**

For more than 40 years, the Legal Aid Society of Story County has provided legal representation and advice to income-eligible residents of Story County faced with civil legal issues. Services available through the Legal Aid Society include, but are not limited to, representation the following types of cases: family law matters (child custody, child support, medical support, divorce, paternity, and spousal support), civil protective order cases for victims of domestic violence, landlord-tenant cases, debtor-creditor cases, and guardianships / conservatorships. Legal Aid Society attorneys and staff provide referrals to other agencies and services when appropriate. Clients are of all ages and backgrounds, and many receive ongoing mental health services. Eligibility is determined with reference to the Federal Poverty Guidelines; to be eligible, a client must reside in Story County and must be at or below 125% of the Federal poverty level for their household size.

The Legal Aid Society of Story County typically serves approximately 300-350 families annually through the work of three full-time attorneys, one full-time office manager, and one part-time receptionist. In addition to these permanent staff members, volunteer attorneys, Iowa State University work-study students, DMACC paralegal interns and summer law student interns from Drake provide necessary support to our office.

The Legal Aid Society of Story County has a history of providing the highest quality service to low income persons in need of legal assistance. Our attorneys do not represent clients in criminal or juvenile cases, and we do not accept any case that could generate a fee (such as a personal injury case), or any other type of case for which a private attorney could be paid (such as by the county or state).

If a person does not qualify for our services or a conflict of interest is discovered, we provide referrals to other resources such as Iowa Legal Aid, the Story County Volunteer Lawyer Project, or local private attorneys willing to work with indigent clients. When appropriate, we also provide referrals to social service agencies for help with matters such as housing, food, shelter, counseling, etc.

We provide immediate legal assistance to qualified individuals who are victims of domestic abuse requiring immediate protection, or who have been served with Original Notice of a legal proceeding and must file a responsive pleading. Otherwise, an individual who qualifies for our service is placed on a waiting list. Our waiting list typically consists of

approximately 15-20 prospective clients who will wait up to 3 months for services. Typical wait times are about 4-6 weeks before their initial appointment.

**Qualifications of Key Individuals Responsible for the Organization:** The Legal Aid Society of Story County has a Board of Directors that administers the organization pursuant to its Articles of Incorporation, Bylaws, and adopted policies and procedures, and ensures that the office's attorneys practice in compliance with Iowa standards of professional conduct. The current Board includes local private and county attorneys, community representatives, and social service providers.

The permanent staff at Legal Aid Society of Story County consists of three full-time attorneys, a full-time office manager, and a part-time receptionist. For much of the 2016-2017 fiscal year we operated with two attorneys. This began as a maternity leave for a staff attorney and became long-term when she accepted a position elsewhere. The position was left vacant while funding challenges were addressed. When those were resolved, we are hired a third attorney to return to our regular model. We currently have one Iowa State University work-study student employed by our office, and typically host a law student intern each summer.

Our current attorneys are:

- ◆ **Carin M. Forbes, Executive Director and staff attorney.** Carin began her service in our office as a staff attorney in April, 2008, several years after having served as an IOLTA Public Interest Law student intern at our office. Carin graduated in the top third of her class at Drake Law School (2003) and was a partner in the law firm of Feilmeyer, Feilmeyer, Keenan, Forbes & Fultz in Ames, Iowa. She has also taught business law classes at Des Moines Area Community College.
- ◆ **Peggy Michelotti, staff attorney.** Peggy started her law career at Legal Aid in October 2015. She graduated from the Drake Law School in May 2015. Peggy brings a wealth of life experience to our office and is active in the community. She is coaching middle school Mock Trial and took all 3 of her teams to State. Peggy is working to bring Mock Trial to Ames High School and integrate the two programs, inspiring young students to become lawyers.
- ◆ **Bethany Miller, staff attorney.** Bethany started in April 2017. She is a 2016 graduate from Drake Law School. Bethany is a newlywed and enjoys spending time with her husband and dogs. They are Vikings fans.

**Support from Other Sources:** The Legal Aid Society of Story County does not receive any federal money. The office is solely supported by its local community and IOLTA funds. This support allows us to accept a wider range of cases and help a broader client base than our colleagues in federally-funded organizations (e.g., Iowa Legal Aid).

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

- ◆ dissolution of marriage (with or without domestic violence)
- ◆ child custody and support (with or without domestic violence)
- ◆ domestic violence protective orders (whether on the side of the protected party or the alleged abuser)
- ◆ landlord-tenant disputes and evictions
- ◆ debtor-creditor actions
- ◆ denial of unemployment benefits
- ◆ guardianships or conservatorship for vulnerable wards

Story County, the city of Ames, and Central Iowa Community Services are the main sources of financial support for Legal Aid of Story County. Other contributors include the United Way of Story County, the Government of the Student Body at Iowa State University, Story County Bar Association, the Nevada Memorial Lutheran Church, the Story County Community Foundation, Altrusa International - Ames chapter, many of the small towns in Story County, and individual donors. In addition, our Board does require our clients to pay an intake fee at their first appointment of either \$20 (if their income is at or below 100% of Federal Poverty guidelines) or \$40 (if their income is between 100% - 125% of Federal Poverty level). However, the client intake fees provide only approximately \$3,500-4,000 per year, under 2% of our funding.

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

**Extent of Program Services:** Legal Aid Society of Story County faced many challenges in the 2016-2017 fiscal year that have affected the extent of program services. In June 2016 staff attorney Erin Lee Schneider started maternity leave and then resigned when she accepted another position. Her cases were absorbed by the two remaining attorneys.

Legal Aid changed the staffing model to maximize the office workload and address a budget challenge; this meant continuing to operate with 2 full-time attorneys (1 being the

executive director) and a full-time office manager. This did slow our ability to accept new clients, creating a wait list of up to 3 months and decreasing numbers and our ability to draw down funding. In response, the Board also voted to discontinue accepting new SSDI cases as they are very time intensive and could be handled by other local attorneys. (With the start of the 2017-2018 fiscal year, we began accepting SSDI cases again.)

The budget issue was resolved and we hired a third attorney, Bethany Miller, in April 2017. It has taken time to train Bethany and build up her caseload. This reduction in cases continued through the end the fiscal year.

The full extent of these challenges are evident in last year's numbers and got us off to a slow start in our services this year. Legal Aid expects to serve 300 families in fiscal year 2017-2018. We provide a critical service to our local population. The following statistics summarize our work during fiscal year ("FY") 2016-2017:

<i><b>Cases open at start of FY</b></i>	<i><b>Cases opened during FY</b></i>	<i><b>Clients served during FY</b></i>	<i><b>Total attorney hours in DIRECT CLIENT SERVICE</b></i>	<i><b>Total attorney hours including administrative time</b></i>	<i><b>Average # of attorney DIRECT SERVICE hours per client served in FY</b></i>	<i><b>Average total cost per client served in FY</b></i>
<b>111</b>	<b>124</b>	<b>235</b>	<b>3148.15</b>	<b>3873.57</b>	<b>13.4</b>	<b>\$797.43</b>

During the reporting period, our office provided legal services for 235 families (cases open at the start of the reporting period + cases opened during the reporting period). Several years ago we began to emphasize closure of cases upon the completion of the legal services for which we have an attorney-client contract. This number reflects clients who are actually receiving services during the reporting period. This model is active in the FY 2016-2017. These numbers also reflect the fact that we only had 2 attorneys working on cases for 10 months of the year. Bethany joined our office for the last 2 months. Hiring a new attorney has meant additional administrative time spent supervising or in consultation time, reassigning current clients and requiring extra prep time for cases. As a direct consequence of these factors the total number of individual cases decreased for the year.

124 cases were opened during the reporting period, and 164 cases were closed. We began the fiscal year with 111 open matters and ended the year with 71 open matters.

3873.57 total attorney hours were logged during the reporting period in 2016-2017.  
3148.15 hours were direct client service hours, billed to our funders.

With the assistance of grant from the United Way of Story County in 2016, we were able to research and implement the Story County Volunteer Lawyer Project (VLP). This program is designed to extend the access to justice to more residents of Story County. Potential clients are screened and referred via our standard intake forms. We refer Story County applicants that present a conflict to our office and those that are between 125-150% of the Federal Poverty Income Guidelines to the VLP. Referrals that present a conflict to our office are handled through a cooperative agreement with the Polk County VLP. Others are handled in-house. Once an in-house client is referred, we send "wish lists" to participating Story County attorneys in an effort to place a client with a volunteer attorney at no cost to the client. Since this program does rely on the availability of a local attorney, we cannot guarantee placement to a client, but do our best to find applicants the much needed legal assistance. The placement process also takes time. As a result, we are unable to refer cases that have an immediate court ordered deadline. In the first full year (FY2016-2017), we referred 31 cases. 14 of them were in direct conflict with our office. One of those was placed with an attorney. We were more successful with the other 17 handled in-house, placing 14 of them. We had an overall placement rate of 48% of cases. The placement rate is considerably higher this year. At present, we have an 88% placement rate in 2017-2018.

**Cooperation with Other Programs in the Service Area:** Legal Aid of Story County works cooperatively with numerous human service providers in Story and surrounding counties, including mental health providers, Department of Human Services, Story County Community Services, Child Support Recovery Unit, and the Assault Care Center Extending Shelter and Support for victims of domestic assault and their families.

Legal Aid continues to participate in the Animal Rescue League's Foster Cat Getaway program. We housed 2 elderly cats throughout the entire year. Clarence and Bobbi may have been 19 and 15, but they still had a lot of personality to share. The addition has met the approval of clients and staff alike. They are a welcome sight, providing a calming effect for clients under a lot of stress. We were sad when Clarence became too ill and had to be euthanized, but were glad he was able to have a loving home for his last days. Bobbi continues to live in our office and demands regular attention and food (with gravy).

**Professional Connections and Participation:**

Each attorney in our office is a member of the Iowa Bar and the Story County Bar Association. We give back to the Bar through frequent informal consultations with local

attorneys, participation in statewide email lists, involvement with the local Family Law Committee, and presentations at ISBA, IAJ, ISU Political Science classes, and Story County Bar continuing education seminars. Furthermore, the Story County Bar Association is a strong supporter of the Legal Aid Society of Story County. From the \$140 in annual dues paid by each member of the Story County Bar, \$50 per member is donated to our organization each year.

In addition to the financial contributions, the members of the Story County Bar Association also participate in the Story County Volunteer Lawyer Project (VLP). The VLP extends services to an additional, underserved population of Story County: those with whom we have a direct conflict of interest or those who have an income between 125-150% of the Federal Poverty Guidelines.

The ISBA and Polk County VLP have also been instrumental in our VLP. With their assistance and guidance we were able to lay a strong foundation for this program and are able to consult with them regarding questions as they arise. We continue to collaborate with the PCVLP as all referrals due to direct conflict are being handled through their office. We are pleased with the progress made through this program and recognize that we would not be able to offer this option to Story County residents if it were not for the support and participation of the Story County attorneys. This is truly an example of what we can accomplish by combining forces!

Occasionally we have need of interpreters for client meetings and events. We have forged a good working relationship with the Spanish department at Iowa State University. We have been able to rely on advanced Spanish students to assist us with interpreting. These students provide an invaluable service to our clients while gaining some real-world experience. We enjoy their enthusiasm and their skills.

We have also become a member of the Story County Human Services Council and are able to participate and network with other agencies. This has brought about new opportunities such as gas cards to help clients get to appointments and a new relationship with Central Iowa RSVP and HIRTA to provide rides for clients that do not have cars.

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

**Quality Measurement and Outcomes Assessment:** Clients evaluate the services they have received at the end of each case by completing an “exit survey” in which they are invited to share their impressions and comments with us. While it has not completely

replaced the hard copy format, we have added a digital format for the client evaluation allowing clients to complete the form electronically. This provides quicker access to the data and processing of the information. Attorneys in our office also provide information at the close of a case file allowing us to compile data regarding legal outcomes and the means by which they were achieved (negotiation/settlement, mediation, decisions by the Court, etc.). Again, the forms have been move to a digital format. In addition, we maintain a comprehensive database in which we are able to summarize at any moment the number of clients assisted, the types of matters opened and closed, and the geographic distribution of our caseload. We have added an additional layer to our data by starting from the moment we receive an application rather than only including those that become clients. This is providing a broader picture of unmet needs.

Attorneys in our office use CLIO, the online legal case management system, to track hours spent on each client matter and to ensure that each case proceeds in a timely and efficient manner with task reminders. CLIO also permits tracking trust account funds for clients with ease. Additionally, if a client should request a statement, we are able to provide an itemized statement of work performed for them (without a bill, of course). We have also implemented an additional quality check in the form of monthly case review meetings. This further encourages attorneys to monitor upcoming deadlines or tasks and to provide a brief overview for the other attorneys should an emergency arise.

Our various outcome measures demonstrate that the legal representation provided by our office affects the lives of our clients and their families in a positive way by increasing their physical safety, financial security, and family stability. An amazing 92.9% of respondents report that their experience at Legal Aid helped improve their life. While nearly every client we serve (93.1% at last tabulation) indicates that they have benefited from our services in some way, specific benefits include financial security (in over 80% of our cases), physical safety (in over 86% of our cases), and increased family stability (nearly 93%). Over 93% of our clients report that they have an increased knowledge of the law when their case concludes. We are proud of our track record of success in our cases, and we are similarly proud of our reputation for excellent legal practice among the members of our local bench and bar.

Working with partner agencies, we give our clients information to increase their knowledge of support services for basic needs such as food, shelter, job training and counseling.

**Additional Information and Summary:** We are proud of the 44 years of service we have provided to the people of Story County. We hold ourselves to the very highest standards of practice and we work hard to ensure that our clients receive professional, thorough,

zealous representation.

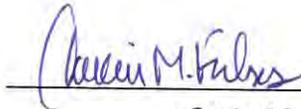
The Legal Aid Society of Story County does not pick and choose cases that will be less complicated or ones that can be completed quickly. Everyone who qualifies under our guidelines receives Legal Aid assistance. Some cases require immediate attention, while others are placed on our waiting list. All of our clients receive consistently high-quality representation even though some cases may require more time than others. We juggle our schedules to make room for the emergency cases as they arise.

We do not represent clients by phone or email, we do not provide limited representation (such as document preparation only), and we do not distribute *pro se* packets. Our attorneys do not give legal advice until a person meets with a Legal Aid attorney face to face and they both sign the Legal Aid Client/Attorney Agreement.

The Legal Aid Society of Story County is grateful for the long history of support received from the people of Story County. This support is an affirmation of the consistent, high-quality work we do for our clients and the value we place on service to all persons who qualify. The County's funding of this office is very important. Without Story County's support, we would not have three full time lawyers and we would not be able to reach out to the numbers of people we do now.

Thank you for your continued support.

Respectfully submitted,



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Carin M. Forbes  
Executive Director

# LEGAL AID SOCIETY OF STORY COUNTY

937 SIXTH STREET  
NEVADA, IOWA 50201  
(515) 382-2471 (515) 382-4041 (fax)  
<http://www.legalaidstory.com/>

**Carin M. Forbes**  
Executive Director  
Attorney at Law

**Peggy Michelotti**  
Attorney at Law

**Bethany Miller**  
Attorney at Law

January 22, 2018

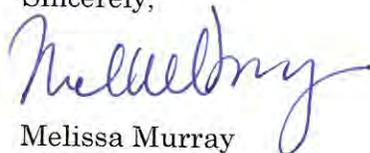
Shelly Bellile  
Story County Auditor's Office  
900 Sixth Street  
Nevada, IA 50201

Dear Shelly,

Included you will find the Legal Aid Society of Story County's Report to the Supervisors of Story County as requested. We thank you for your continued support of our organization. With the financial commitment from you and other like-minded entities we are able to provide low-income residents legal representation in many civil matters. We hold ourselves to high standards and believe we provide a valuable service to the community.

As always, we welcome visits from the Board and are available to answer questions. We look forward to presenting this information on February 20, 2018. If you need anything else in the meantime, please do not hesitate to contact us.

Sincerely,



Melissa Murray  
Office Manager



Smart Choice

**Central Iowa Tourism  
Ames Convention & Visitors Bureau  
Annual Report to Story Count Supervisors  
3.20.18**

**Central Iowa Tourism Region** (*Allyson Walter, Incoming President for CITR*) ✓

Annual Report

- Customer Service Training
- Tourism Leadership Institute
- CITR Travel Guide – 3 page cooperative ad

Educational Opportunities

- CITR Annual Meeting – May 23<sup>rd</sup>, Hotel Grinnell ✓
- Power of Travel Day – September 19<sup>th</sup>, Gateway Hotel & Conference Center ●
- Iowa Tourism – February 6 – 8, Prairie Meadows ●

2019

**Ames Convention & Visitors Bureau** (*Julie Weeks*)

Story County Travel Impact

By the numbers

- Calendar 2016 – Story County #10 in Iowa
- Travel Expenditures - \$206,560,000
- Increase from 2015 - 2.23%

(Top 10 Counties include: Polk, Linn, Scott, Johnson, Black Hawk, Dubuque, Pottawattamie, Woodbury, and Dickinson)

2018 Preview

Line up of Events

Calendar included

Major Events

- Special Olympics Iowa ●
- Odyssey of the Mind World Finals ●
- State Softball Tournaments (12 & under / 10 & under) ●
- Iowa Games ●
- RAGBRAI ●
- Farm Progress Show ●

Community Grants - \$92,000

Complete list attached

## 2018 Community Grant Recipients:

### Organization

Amazing Grace Lemonade Race  
Volunteer Center of Story County  
Iowa State University College of Design  
Central Iowa Symphony  
KHOI Community Radio  
Friendship Ark  
Mary Greeley Medical Center Foundation  
Ames Community Theater (ACTORS)  
The Rotary Club of Ames Morning  
Alpha Omicron Pi sorority & Ames Area Running Club  
Ames Community Arts Council  
Gamma Rho Lambda - Omicron Chapter  
Ames Community Theater (ACTORS)  
Story Theater Company  
Reiman Gardens  
Reiman Gardens  
Senior Variety Show  
North Grand Farmers' Market  
ISU Department of Music & Theatre  
Iowa State University Block and Bridle Club  
Iowa State University Block and Bridle Club  
Iowa Sports Foundation  
Special Olympics Iowa  
Youth and Shelter Services, Inc. (YSS)  
Iowa State Center  
Campustown Action Association  
Ames Historical Society  
Ames Chamber of Commerce  
Octagon Center for the Arts  
WinterFest  
Main Street Cultural District  
Young Professionals of Ames  
Octagon Center for the Arts  
Ames Historical Society  
Iowa State University College of Design

### Event/Activity

Amazing Grace Lemonade Race  
Days of Service  
Pop-Up Exhibition  
Virtuosic Panorama  
KHOI Annual Street Celebration  
Friendship Ark's Annual 5K on the 4th!  
Hope Run for Hospice  
Season Finale  
Kids Run for Kids  
Run for the Roses  
2018 Ames Area Studio Tour  
Pride Block Party  
Season Announce Reception  
STC presents "Beauty and the Beast Jr"  
Pollinator Fest  
Independence Day Celebration  
Senior Variety Show  
North Grand Farmers' Market  
Bell Casting  
Animal Learning Day  
Iowa State Block and Bridle Livestock Shows  
Iowa Games Athlete Jamboree  
Special Olympics Summer Games  
Reggie's Sleepout Ames  
50th Anniversary Performing Arts Kickoff Event  
Summerfest in Campustown  
Fly With Banning Exhibition  
Ames Main Street Farmers' Market  
Octagon Art Festival  
Iowa State University WinterFest 2017  
Smithsonian Institute Traveling Exhibit  
Ames Fireworks  
Smithsonian Exhibit: Hometown Teams  
Hometown Teams Exhibit Talks  
Iowa Sporting Goods Design



## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** IA085013A  
**Agency Name:** Story County Attorney's Office  
**Mailing Address:** 1315 South B Avenue  
Nevada, IA 50201

**Type:** Prosecutor's Office

**Finance Contact**

**Name:** Markley, Lisa  
**Phone:** 515-382-7212

**Email:** lmarkley@storycountyowa.gov

**ESAC Preparer**

**Name:** Reynolds, Jessica A.  
**Phone:** 515-382-7255

**Email:** jreynolds@storycountyowa.gov

**FY End Date:** 06/30/2017

**Agency FY 2018 Budget:** \$2,494,601.00

### Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance <small>(Must match Ending Balance from prior FY)</small>	\$0.00	\$0.00
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force <small>(Complete Table B)</small>	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received <small>(total of lines 1-5)</small>	\$0.00	\$0.00
7	Equitable Sharing Funds Spent <small>(total of lines a - n below)</small>	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance <small>(difference between line 7 and line 6)</small>	\$0.00	\$0.00

<sup>1</sup>Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$0.00	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants <small>(Complete Table C)</small>	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies <small>(Complete Table D)</small>	\$0.00	\$0.00
l	Support of community-based programs <small>(Complete Table E)</small>	\$0.00	\$0.00
m	Non-categorized expenditures <small>(Complete Table F)</small>	\$0.00	\$0.00
n	Salaries <small>(Complete Table G)</small>	\$0.00	\$0.00
<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>

**APPROVED**      **DENIED**

Board Member Initials: \_\_\_\_\_

Meeting Date: 3/20/18

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

\_\_\_\_\_

\_\_\_\_\_

**Table B: Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds

**Table C: Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Table D: Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Table E: Support of Community-based Programs**

Recipient	Justice Funds	Treasury Funds

**Table F: Non-categorized expenditures in (a) - (n) Above**

Description	Justice Funds	Treasury Funds

**Table G: Salaries**

Salary Type	Justice Funds	Treasury Funds

**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 valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment?     YES     NO

APPROVED      DENIED

Board Member Initials: \_\_\_\_\_

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

## Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

### Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

**1. Submission.** This Document must be submitted within 60 days of the end of the Agency's fiscal year. This Document must be signed and submitted electronically. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

**3. Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that funds are maintained by the jurisdiction maintaining appropriated funds and agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

**6. Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Super Circular,

Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. **Freedom of Information Act.** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

Yes  No

### Agency Head

Name: Reynolds, Jessica A.  
Title: Story County Attorney  
Email: jreynolds@storycountyiowa.gov

Signature: Submitted Electronically

Date: 03/12/2018

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing programs. The Law Enforcement Head also certifies that no items on the Prohibited list, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds on or after October 1, 2015.

### Governing Body Head

Name: Rick Sanders  
Title: Board of Supervisors  
Email: rsanders@storycountyiowa.gov

Signature: Submitted Electronically

Date: 03/12/2018

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

RECEIVED

MAR 02 2018

STORY COUNTY  
COMMUNITY SERVICES

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2018 is by and between **Story County** and **Central Iowa RSVP** (Provider).

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

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

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

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

**SECTION 1**  
**Definitions**

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

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

**SECTION 2**  
**Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Story County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

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

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

### **SECTION 3**

#### **Claims Submission and Payment**

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

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

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

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

### **SECTION 4**

#### **Relationship Between the Parties**

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

### **SECTION 5**

#### **Hold Harmless. Indemnification and Liability Insurance**

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

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

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

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

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

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

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8**

### **Amendments**

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

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

**SECTION 9**  
**Other Terms and Conditions**

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Deb Schildroth

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

Central Iowa RSVP  
503 Elm Avenue  
Story City, IA 50248

Attention: Kalen Petersen

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

**COUNTY:**

**PROVIDER:**

By: 

By: Kalen Petersen

Print Name: Rick Sanders

Print Name: Kalen Petersen

Print Title: Story County Board of Supervisors

Print Title: Director

Date: 3/20/18

Date: 2-13-18

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2019**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Volunteer Management Not to Exceed \$19,600	1 Staff Hour	\$3.86
Disaster Response Volunteers Not to Exceed \$1,276	1 Staff Hour	\$27.78
Transportation Not to Exceed \$5,614	One Way Trip	\$12.72

# STATEMENT OF UNDERSTANDING

FY 2018

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

## 6. STAFF

### 6.1 Selection process for Regional Administrator Team and CEO

The initial Regional Administrator Team shall consist of the County Central Point of Coordinator (CPC) from each member county and will be called Community Services Director from this point forward (hereinafter referred to as CSDs). The CSDs which make up the Regional Administrator Team shall remain employees of their respective counties. **There will be a statement of understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the Region.** The Regional Administrator Team will present a recommendation for the Chair/CEO to the Governing Board. The Chief Executive Officer (CEO) shall be appointed by the Governing Board. The initial CEO shall be the CPC Administrator from one of the member counties. The CEO shall remain an employee of his or her respective county and shall report to the Region's Governing Board as outlined in the statement of understanding between the Governing Board and his or her member county Board of Supervisors. The CEO is the single point of accountability in the Region. The CEO shall assign the administrative responsibilities to the Regional Administrator Team to assure that each of the required functions are performed.

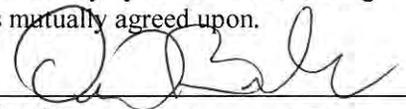
This document serves as the Statement of Understanding between Story County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Kathy Johnson	Service Coordinator	75% (of 1FTE)

Begin Date 3/19/2018

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by Story County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.

  
\_\_\_\_\_  
Signature  
Rick Sanders  
Printed Name  
Chair, Story County Board of Supervisors  
Date 3/20/18

  
\_\_\_\_\_  
Signature  
Douglas D. Bailey  
Printed Name  
Chair, Central Iowa Community Services  
Date 3/22/18

**Appendix A**

Region Reimbursement Rates Effective 7/1/2017 (Based on Full-time Equivalent)

Position	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Administrative Support I	15.16	15.46	15.77	16.09	16.41	16.74	17.07	17.41	17.76	18.12	18.48
Administrative Support II	16.19	16.51	16.84	17.18	17.52	17.88	18.23	18.60	18.97	19.35	19.74
Service Coordination, Program and Project Management	20.20	20.60	21.02	21.44	21.87	22.30	22.75	23.20	23.67	24.14	24.62

Position	Annual Minimum	Annual Maximum
Community Services Director	69,918.26	87,397.83

# STATEMENT OF UNDERSTANDING

FY 2018

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

## 6. STAFF

### 6.1 Selection process for Regional Administrator Team and CEO

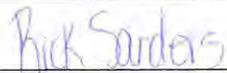
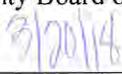
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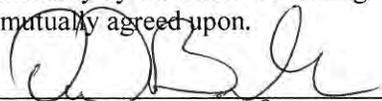
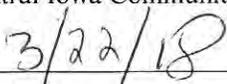
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Employee	Position	% of wages and benefits
Tyler Lennon	Service Coordinator	75% (of 1FTE)

Begin Date 3/19/2018

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\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name  
Chair, Story County Board of Supervisors  
Date  \_\_\_\_\_

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name  
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Date  \_\_\_\_\_

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MAR 13 2018

**Story County**  
**Provider and Program Participation Agreement**

STORY COUNTY  
BOARD OF SUPERVISORS

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Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Deb Schildroth

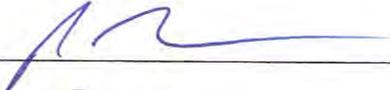
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ACPC  
920 Carroll Ave.  
Ames, IA 50010  
  
Attention: Elizabeth Miner

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

**COUNTY:**

**PROVIDER:**

By: 

By: 

Print Name: Rick Sanders

Print Name: Elizabeth Miner

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 3/20/18

Date: 2-21-17

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2019**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Day Care – Children Not to Exceed \$16,500	1 Full Day	\$46.55
Day Care – School Age Not to Exceed \$2,621	1 Partial Day	\$10.25

RECEIVED

MAR 13 2018

**Story County  
Provider and Program Participation Agreement** STORY COUNTY  
BOARD OF SUPERVISORS

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2018 is by and between **Story County** and **Youth and Shelter Services** (Provider).

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

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

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

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

**SECTION 1**  
**Definitions**

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

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

**SECTION 2**  
**Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Story County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

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

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

### **SECTION 3**

#### **Claims Submission and Payment**

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

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

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

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

### **SECTION 4**

#### **Relationship Between the Parties**

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

### **SECTION 5**

#### **Hold Harmless. Indemnification and Liability Insurance**

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

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

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

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

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

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

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8**

### **Amendments**

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

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

**SECTION 9**  
**Other Terms and Conditions**

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Deb Schildroth

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

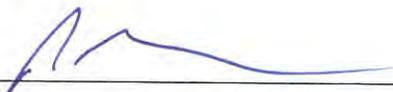
YSS  
420 Kellogg Ave  
Ames, IA 50010

Attention: Andrew Allen

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

**COUNTY:**

**PROVIDER:**

By: 

By: 

Print Name: Rick Sanders

Print Name: Andrew Allen

Print Title: Story County Board of Supervisors

Print Title: President + CEO

Date: 3/20/18

Date: 3/7/18

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2019**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Child Safety Not to Exceed \$3,000	1 Staff Hour	\$94.01
Kids Club Not to Exceed \$21,323	1 Partial Day (3 hours)	\$14.56
Mentoring Not to Exceed \$12,563	1 Client Contact/Day	\$33.93
Stork's Nest Not to Exceed \$400	1 Client Contact	\$44.57
Transitional Living Not to Exceed \$3,200	1 Client Contact	\$29.30
Youth Dev/Soc. Adj. Comm. Youth Dev Nevada Not to Exceed \$28,840	1 Client Contact/Day	\$41.35
Employment Assistance Not to Exceed \$5,295	1 Staff Hour	\$21.30
Family Dev./Edu FaDSS Not to Exceed \$2,348	1 Client Hour	\$47.37
Public Educ./Awareness Not to Exceed \$49,440	1 Staff Hour	\$54.77
Summer Enrichment Not to Exceed \$14,200	1 Partial Day (3 hours)	\$17.45
Child Safety Local Option Not to Exceed \$1,500	1 Staff Hour	\$94.01
Kids Club Local Option Not to Exceed \$2,311	1 Partial Day (3 hours)	\$14.56
Summer Enrichment Local Option Not to Exceed \$586	1 Partial Day (3 hours)	\$17.45
Mentoring Local Option Not to Exceed \$2,709	1 Client Contact/Day	\$33.93
Storks Nest Local Option Not to Exceed \$91	1 Client Contact	\$44.57

**BOARD OF SUPERVISORS RESOLUTION NO. 18-92**

**RESOLUTION TO ABATE TAXES ASSESSED AGAINST SAID PROPERTY**

**WHEREAS**, the following described property, SECTION:07 TOWNSHIP:83 RANGE:22 COMM NE COR LOT 4 W1/2 NW 7-83-22 S120' W135' TO BEG W5' S60' E5' N60' NEVADA , and owner unknown, situated in Story County, Iowa; and,

**WHEREAS**, said property has delinquent taxes and/or outstanding County Tax Sales; and,

**WHEREAS**, said property adjoins the backside of 932 1<sup>st</sup> St, Nevada, Iowa, and is presently maintained by Michael E Schreck and Carolyn K. Schreck; and,

**WHEREAS**, pursuant to Section 446.31 of the Code of Iowa, the county may assign the certificate of purchase for the amount due, or compromise the amount due and owing, or alternatively, pursuant to Section 445.16, Code of Iowa, the BOS may abate the total amount due on said property and assign the county certificate to Michael E Schreck and Carolyn K Schreck,; and,

**WHEREAS**, Section 445.16 of the Code of Iowa, states that when it is administratively impractical to pursue tax collection through the remedies of this section, all taxes, regular and special, interest, and costs shall be abated by resolution of the county board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said property;

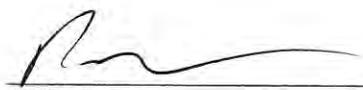
**NOW, THEREFORE BE IT RESOLVED**, that all delinquent taxes on the following property are hereby abated. The county treasurer is directed to strike from the tax book the delinquent taxes that are in reference to said property:

SECTION:07 TOWNSHIP:83 RANGE:22 COMM NE COR LOT 4 W1/2 NW 7-83-22 S120' W135' TO BEG W5' S60' E5' N60' NEVADA

Dayton, Sophrona (Deceased) Delinquent Tax: \$198.00

**APPROVED** this 20th day of March, 2018.

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

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

**ATTEST:**

  
\_\_\_\_\_  
Lucinda Martin  
Story County Auditor

# CONTRACT

Letting Date: Feb 20, 2018 10:00 A.M.

Contract ID: 85-C085-147

Call Order No.: 019

County: STORY

Project Engineer: STORY COUNTY ENGINEER

Cost Center: 801000

Object Code: 890

DBE Commitment: \$0.00

Contract Work Type: RCB CULVERT REPLACEMENT - TWIN BOX

This agreement made and entered by and between the Contracting Authority,  
BOARD OF SUPERVISORS OF STORY COUNTY  
and Contractor,  
WEIDEMANN INC.

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

Contractor, for and in considerations of \$ 180,661.80 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

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

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

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

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

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

By, *Severly Weidemann, Vice Pres.* \_\_\_\_\_  
Contractor

Contractor (if joint venture)

By, *[Signature]* \_\_\_\_\_  
Contracting Authority

*3/20/18* \_\_\_\_\_  
Contract Award Date

Iowa DOT Concurrence \_\_\_\_\_  
For Local Agency Contracts

\_\_\_\_\_   
Concurrence Date



02/26/2018 12:58:31

AASHTOWare Project v3.01.164.01

Page 1 of 4

**Contract Project(s)**

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Contract ID: 85-C085-147

Call Order No.: 019

Letting Date: Feb 20, 2018 10:00 A.M.

---

Project Number: FM-C085(147)-55-85

County: STORY

Project Work Type: RCB CULVERT REPLACEMENT - TWIN BOX  
Accounting ID: 34968

Location: On 113th St. S10 T85 R21

Route: 113TH ST

Non-Federal Aid - Predetermined Wages are not in Effect

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02/26/2018 12:58:31

AASHTOWare Project v3.01.164.01

Page 2 of 4

**Contract Time**

Contract ID: 85-C085-147

Call Order No.: 019

Letting Date: Feb 20, 2018 10:00 A.M.

Site ID	Site Details	Liquidated Damages
00	Late Start Date 09/17/2018 20 WORK DAYS	\$1,000.00

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

Notes

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Contracts ID: 85-C085-147

Call Order No.: 019

Letting Date: Feb 20, 2018 10:00 A.M.

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Notes :

There are no notes for this contract.



02/26/2018 12:58:31

AASHTOWare Project v3.01.164.01

Page 4 of 4

Contract Addenda

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Contract ID: 85-C085-147

Call Order No.: 019

Letting Date: Feb 20, 2018 10:00 A.M.

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No Addenda for this Contract.

## Contract Specifications List

Page 1 of 1

Contract ID: 85-C085-147

Call Order No.: 019

Letting Date: February 20, 2018 10:00 A.M.

Note	Description
001.2015	<b>*** STANDARD SPECIFICATIONS -- SERIES 2015 ***</b> The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.
005.1113	<b>*** ELECTRONIC DOCUMENT STORAGE ***</b> Section 1113 shall apply to this contract.
500.07.2017	<b>*** WINTER WORK ***</b> Winter work will be allowed during the winter of 2017/2018. No working days will be charged between November 15, 2017 and April 1, 2018.
500.2018	<b>*** NO WINTER FREE TIME ***</b> The free time allowed between November 15 and April 1 will not be permitted on this project during the winter of 2018-2019. The Contractor shall work during the winter on all working days as defined in article 1101.03 'working day'.
GS-15005	GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION



02/26/2018 12:58:31

AASHTOWare Project v3.01.164.01

Contract Schedule

Contract ID: 85-C085-147

Awarded Vendor: WE260

WEIDEMANN INC.

SECTION 0001 ITEMS FOR A PRECAST TWIN 12' X 8' X 50' REINFORCED BOX CULVERT \$180,661.80

Alt Set ID: Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2101-0850001 CLEARING AND GRUBBING	0.300 ACRE	2,500.00		750.00	
0020	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	335.400 CY	5.75		1,928.55	
0030	2104-2710020 EXCAVATION, CLASS 10, CHANNEL	87.200 CY	3.00		261.60	
0040	2401-6745625 REMOVAL OF EXISTING BRIDGE	LUMP SUM			4,500.00	
0050	2402-2720000 EXCAVATION, CLASS 20	345.000 CY	18.55		6,399.75	
0060	2415-2111208 PRECAST CONCRETE BOX CULVERT, 12 FT. X 8 FT.	100.000 LF	1,027.00		102,700.00	
0070	2415-2201208 PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 12 FT. X 8 FT.	4.000 EACH	13,830.00		55,320.00	
0080	2502-8212108 SUBDRAIN, PLASTIC PIPE, 8 IN.	10.000 LF	25.00		250.00	
0090	2502-8221305 SUBDRAIN OUTLET, DR-305	1.000 EACH	442.00		442.00	
0100	2507-3250005 ENGINEERING FABRIC	49.800 SY	3.00		149.40	
0110	2507-6800061 REVTMENT, CLASS E	35.000 TON	43.30		1,515.50	
0120	2507-6875002 REVTMENT, REMOVE AND REPLACE	5.600 CY	20.00		112.00	



02/26/2018 12:58:31

AASHTOWare Project v3.01.164.01

Contract Schedule

Contract ID: 85-C085-147

Awarded Vendor: WE260

WEIDEMANN INC.

SECTION 0001 ITEMS FOR A PRECAST TWIN 12' X 8' X 50' REINFORCED BOX CULVERT \$180,661.80

Alt Set ID: Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	2518-6910000 SAFETY CLOSURE	4.000 EACH	102.00		408.00	
0140	2528-8445110 TRAFFIC CONTROL	LUMP SUM			1,925.00	
0150	2533-4980005 MOBILIZATION	LUMP SUM			4,000.00	
			Total Bid:		\$180,661.80	

# IOWA DOT CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC587746  
Contract I.D.: 85-C085-147  
County: Story

KNOW ALL PERSONS BY THESE PRESENTS: That we,

**Weidemann Inc**

of

**105 S Tracy Street, Dows IA 50071**

*(hereinafter called the Principal)* and

**Merchants Bonding Company (Mutual)**

of

**P O Box 14498, Des Moines IA 50306**

*(hereinafter called the Surety)* are held and firmly bound unto the  
**Board of Supervisors of Story County**

(Iowa DOT, County, or City name, etc.)

*(hereinafter called the Contracting Authority)* Iowa, in the sum of

One Hundred Eighty Thousand Six Hundred Sixty-one & 80/100ths dollars  
(\$ 180,661.80),

lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract with the Contracting Authority to perform

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect: otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

# IOWA DOT

## CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC587746

Contract I.D.: 85-C085-147

County: Story

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Weidemann Inc  
Principal  
By: Sue Weidemann  
Vice Pres.  
Title

Merchants Bonding Company (Mutual)  
Surety  
By: Nancy D. Bahutak  
Nancy D. Bahutak, Attorney-in-Fact  
4200 University Avenue #200  
Address: West Des Moines IA 50266  
Title

By: \_\_\_\_\_  
Principal  
Title

By: \_\_\_\_\_  
Surety  
Title  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
Principal  
Title

By: \_\_\_\_\_  
Surety  
Title  
Address: \_\_\_\_\_

**For contracts where a County Board of Supervisors is the Contracting Authority:**

This bond approved by the Board of Supervisors of Story County,  
this 20TH day of March, 2018  
[Signature] Board of Supervisors, Chair  
Signature Title

**For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:**

This bond approved by the \_\_\_\_\_  
(Contracting Authority)  
this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_  
Signature Title

**DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS**

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Christopher R Seiberling; Greg T LaMair; Jeffrey R Baker; Jill Shaffer; Joseph I Schmit; Mark E Keairnes; Nancy D Baltutat; Patrick K Duff

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017

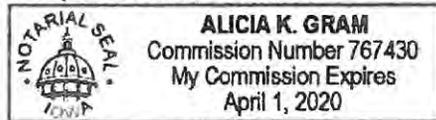


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 5th day of April 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

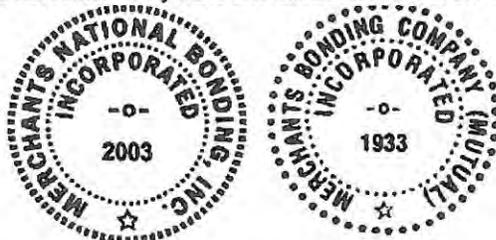


*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.



*William Warner Jr.*  
Secretary

STORY COUNTY

837 N Avenue

Nevada, IA 50201

382-7355

Email: engineerweb@storycountyiowa.gov

APPLICATION RENEWAL FOR STORY COUNTY  
ADOPT-A-ROAD LITTER REMOVAL PROGRAM

Permit Number 98-02  
Road Name E29 (190th Street).

SPONSOR:

ISU CALS Student Council Number of Volunteers: 45  
Name of Sponsor (Organization, Group or Individual)

23 Curtiss Hall, Iowa State University, Ames, IA 50011  
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Wes Reever same as above 712-210-1896 wjreever@iastate.edu  
~~641-832-7476~~  
Contact Person Address Phone # Email

Description of the road for which application is being made: County Road E29 (190th Street) from  
County Road R63 (Dayton Ave.) east to 580th Ave

Number of miles requested for litter removal 2.00 mile

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2018 until December 31, 2018.

Wes Reever for ISU CALS Student Council March 6th, 2018  
Applicant Date

STORY COUNTY APPROVAL

[Signature] 3-12-18  
County Engineer Date

[Signature] 3-20-18  
Chair, Story County Board of Supervisors Date

The following tentative dates are for the clean up of our Adopt-A-Road Project. I know that if the designated date does not work, an alternate date will be given to the Engineer's Office prior to clean up of our area.

Spring clean up date will be March 28th Fall clean up date will be October 10th

STORY COUNTY

837 N Avenue

Nevada, IA 50201

382-7355

Email: engineerweb@storycountyia.gov

APPLICATION RENEWAL FOR STORY COUNTY  
ADOPT-A-ROAD LITTER REMOVAL PROGRAM

Permit Number 16-03  
Road Name 260<sup>th</sup> Street

SPONSOR:

Nevada Seventh-day Adventist School Number of Volunteers: \_\_\_\_\_  
Name of Sponsor (Organization, Group or Individual)

PO Box 194 Cambridge, IA 50046  
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Gina Beldin same as above 402-202-3473 gbeldinrtr@gmail.com  
Contact Person Address Phone # Email

Description of the road for which application is being made: 260<sup>th</sup> Street from 610<sup>th</sup> Avenue east to  
County Road S14 (620<sup>th</sup> Avenue)

Number of miles requested for litter removal 2.00 mile

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2018 until December 31, 2018.

G. Beldin 3/1/18  
Applicant Date

STORY COUNTY APPROVAL

Damen Mon 3-12-18  
County Engineer Date

[Signature]  
Chair, Story County Board of Supervisors Date

The following tentative dates are for the clean up of our Adopt-A-Road Project. I know that if the designated date does not work, an alternate date will be given to the Engineer's Office prior to clean up of our area.

Spring clean up date will be April Fall clean up date will be Sept.

Closure No. 18-28

Date 3/9/2018

## Resolution

### BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Railroad Repair in Nevada Twp. Sect. 10 on Lincoln Way from 650th Ave. to 667th Ave.

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Olson	<input type="checkbox"/> Aye	Sanders	<input type="checkbox"/> Aye	Chitty	<input 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 UTILITY PERMIT

Date 3/15/18*Audit Form*

To the Board of Supervisors, Story County, Iowa:

The MCC IOWA, LLC Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 2205 INGERSOLL AVE, DES MOINES, IA 50312, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of 24-Count Fiber optic cable on secondary route Hwy 69/W 190th St, from Hwy 69 to Entrance to Quarry Estates, a distance of 0.957 (5053 LF) miles.

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

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

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

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

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

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

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

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

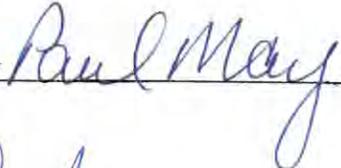
The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

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

Date 03-14-2018

MCC IOWA, LLC (MEDIACOM)

Name of Company (Applicant - Permittee)

Paul May  515-246-1890  
by Phone no.

Recommended for Approval:

Date 3-14-18

 515-382-7355  
County Engineer Phone no.

Approved:

Date 3/20/18

  
Chair, Board of Supervisors  
Story County, Iowa

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





NOTES:  
 1. FIBER OPTIC CABLE FROM ALL EXISTING UTILITY POLES TO BE PLACED IN A NEW MANHOLE VAULT, OR NORTH APPROXIMATELY 200 FT AND SET A NEW MANHOLE VAULT. 2. FIBER OPTIC CABLE FROM THE NEW MANHOLE VAULT TO BE PLACED IN A NEW MANHOLE VAULT, OR NORTH APPROXIMATELY 100 FT TO AVOID INTERFERENCE WITH THE EXISTING UTILITY LINES. THE PURPOSE FOR THIS INSTALLATION IS TO PROVIDE SERVICE TO QUARRY SERVICE.

FIBER OPTIC CABLE  
 1.5" DIA. MANHOLE VAULT

METAL MANHOLE VAULT  
 18" DIA. MANHOLE VAULT  
 18" DIA. MANHOLE VAULT

PROJECT NO. 1000  
 PROJECT NAME: QUARRY ESTIMATES PHASE 1  
 PROJECT DATE: APRIL 2018  
 CDD DATE: 03/14/2018

DESIGNED BY: JBARBISCHER  
 CHECKED BY: JBARBISCHER  
 DRAWN BY: JBARBISCHER

NO. DATE BY REVISION DESCRIPTION

**COMMUNITY DATA LINK**  
 UTILITIES CONSTRUCTION CONTRACTOR

MEDIACOM UTILITY PERMIT  
 IOWA DOT - DISTRICT 1  
 AMES, IOWA - STORY COUNTY

LOCATION PLAN  
 STORY COUNTY UTILITY PERMIT



NOTE: DIRECT BURY / TRINCH 1-24-COUNT FIBER OPTIC CABLE FROM AN EXISTING UTILITY POLE ON THE WEST SIDE OF HWY 89 NORTH APPROXIMATELY 100 FEET TO THE EAST SIDE OF HWY 89 NORTH APPROXIMATELY 100 FEET SOUTH OF A SIGNAGE POST ALONG THE SOUTH SIDE OF HWY 89 TO A SIGNAGE POST ALONG THE SOUTH SIDE OF HWY 89 TO PROVIDE SERVICE TO QUARRY SERVICE.

SHEET 1 OF SHEET BUND  
1-24-COUNT FIBER

PROJECT NO. 1444  
 PROJECT NAME: QUARRY ESTIMES PHASE 1  
 PROJECT DATE: APRIL 2018  
 DRAWN BY: JESSE SCHEER  
 CHECKED BY: RICHARD  
 DATE: 03/14/2018

NO.	DATE	BY	REVISION DESCRIPTION

**CONSTRUCTION MAN LINK**  
 UTILITIES CONSTRUCTION CONTRACTOR

MEDIA/COM UTILITY PERMIT  
 IOWA DOT - DISTRICT 1  
 AMES, IOWA - STORY COUNTY

LOCATION PLAN  
 STORY COUNTY UTILITY PERMIT

SHEET NO.  
**3**



Quotation/Offer (pg 1 of 3)  
ABC1802872 - Story County

Date: 3/13/2018  
Expiration Date 4/12/2018

**Prepared For:**  
Story County Iowa  
900 Sixth Street  
Nevada, IA 50201  
Paula Habermann  
515-382-7305  
[prhabermann@storycountyia.gov](mailto:prhabermann@storycountyia.gov)

**Project Name:**  
NetMotion Annual Support Renewal 2018

**Project Description:**

**From:**  
Aercor Wireless Inc.  
2600 Eagan Woods Drive  
Suite #260  
Eagan, MN 55121  
[www.aercor.com](http://www.aercor.com)

1 Year Support Offer	\$2,894.06
2 Year Support Offer	\$5,093.55
3 Year Support Offer	\$6,945.75

**VP Business Development: Andrew B. Cook**

Phone: 651-289-4202

Fax: 651-209-7694

Email: [abcook@aercor.com](mailto:abcook@aercor.com)

**Proposal Comments:**

**\*\* Please reference the quote number on your purchase order. Thank you. \*\***

**\*\*\*Credit Card payments will be subject to a convenience fee where applicable\*\*\***

**Exhibit A**  
**PRODUCT PURCHASE AGREEMENT**  
**TERMS AND CONDITIONS**

**1. Product**

Aercor Wireless Inc (Aercor) will provide to the other party hereunder ("Client"), the product or products specified in the sales proposal (the "Document") to which these Terms and Conditions are attached and made a part of (individually and collectively, the "Product"), by sale, license or sublicense, as provided under and upon the terms and conditions of this Agreement. These Terms and Conditions, along with the Document and all appendices thereto, are collectively the "Agreement".

**2. Invoicing and Payment**

The purchase price for the Product will be due and payable as indicated in the attached Document. If Client's account is past due and Aercor has notified Client verbally or in writing of the past due balance, it may, without advance notice, immediately cease any and all Product sales hereunder, or revoke any and all Product licenses hereunder, without any liability for breach of this Agreement. If Client's account, after default, is referred to an attorney or collection agency for collection, Client will pay all of Aercor's expenses incurred in such collection efforts including, without limitation, court costs and reasonable attorney's fees.

**3. Taxes**

The customer agrees that they are responsible for payment of any sales or use tax arising from its purchase of product under this agreement.

**4. Limitations on Warranty**

Aercor MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT. Aercor EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Client should refer to the Product license, documentation and other information provided by the manufacturer of the Product for warranty and any other information regarding any Product.

**5. Limitation of Liability**

Client's exclusive remedy, and Aercor's sole liability to client, for any cause whatsoever will be limited to any purchase price or license fees, as applicable paid to Aercor by client under this agreement. The foregoing limitation will apply regardless of the form of action, whether contract or tort, including without limitation, negligence. In no event will Aercor be liable for any loss of profit, revenue, data, use, or other commercial injury, or any special, incidental, indirect or consequential damages, suffered by client or any third party, whether or not Aercor has been advised of the possibility of such loss, injury, damages or third party claim, under any cause of action arising out of or relating to this agreement.

**6. Enforceability**

If any provision, or any part of any provision, of this Agreement will be held void, voidable, invalid, or inoperative, no other provision of this Agreement will be affected as a result thereof and accordingly, the remaining provisions of this Agreement will remain in full force and effect as though such void, voidable, invalid or inoperative provision or part thereof had not been contained herein.

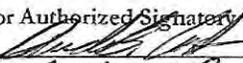
**7. Relationship**

This Agreement does not create an agency, employment, partnership joint venture, trust or other fiduciary relationship between the parties. Neither party shall have the right to bind the other to any third person or otherwise to act in a way as a representative or agent of the other.

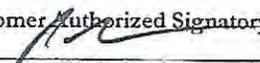
**8. Entire Agreement**

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to such subject matter. To the extent that any of the terms and conditions of the Document or any appendices thereof conflict with these Terms and Conditions, these Terms and Conditions will control. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties. Unless otherwise defined in the Document, all defined terms will have the definitions set forth in these Terms and Conditions.

**Aercor Authorized Signatory**

By:   
Name: Andrew Cook  
Title: VP Business Development  
Date: 3/22/18

**Customer Authorized Signatory**

By:   
Name: Rick Sanders  
Title: Chair of Supervisors' Chair  
Date: 3/20/18

NOTICE OF APPOINTMENT

PERSON APPOINTED: Latifah Faisal

BOARD COMMISSION OR COMMITTEE APPOINTED TO:  
Judicial Magistrate Commission

LENGTH OF TERM: \_\_\_\_\_

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? yes)

IF SO, WHOSE TERM? Teresa Smith

WHO NEEDS TO BE NOTIFIED? Board of Supervisors

DATE APPOINTED: 03/20/2018

DATE TERM EXPIRES: 12/31/2020

**APPROVED**

**DENIED**

Board Member Initials: RS

Meeting Date: 3/20/18

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

\_\_\_\_\_  
\_\_\_\_\_

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

Prepared by Jerry Moore Story County Planning & Development, 900 6<sup>th</sup> St., Nevada, Iowa 50201 515-382-7245  
Return to Planning & Development, Nevada, Iowa 50201 515-382-7245

**RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA  
RESOLUTION NUMBER 18-88 ACTION ON 15 FEET WIDE WALKWAY (RIGHT-OF-WAY)  
AND UTILITY EASEMENT VACATON LOCATED BETWEEN LOT 5 AND LOT 6 (EXCEPT  
PARCEL A) OF FORREST PARK SUBDIVISION ON THE 20TH DAY OF MARCH, 2018**

WHEREAS, the Story County Land Development Regulations Chapter 87.10 (2) indicates the County may vacate part of an official plat that had been conveyed to the County or dedicated to the public which is deemed by the governing body to be of no benefit to the public; and

WHEREAS, Story County Land Development Regulations Chapter 87.10 (2) (A) indicates the County shall follow the process outlined in Section 354.23 of the Code of Iowa, as amended when vacating part of an official plat that had been conveyed to the County or dedicated to the public; and

WHEREAS Section 354.23 of the Code of Iowa provides for the option for the County to vacate the walkway (right-of-way) and utility easement area by resolution following a public hearing and recording of the resolution; and

WHEREAS, under Chapter 87.10 (2) (A) the County sent notices to property owners within ¼ mile of the requested vacation area and public utility companies within the requested vacation area and no comments were received in opposition to the requested vacation identified in Attachment A; and

WHEREAS, the Board of Supervisors agree the 15 feet wide walkway and utility easement area identified in the legal description in attachment A should be vacated to Ward Wester, 3007 Wessex Drive, Unit 153, Ames, IA who plans to acquire Lot 5 and Lot 6 (except Parcel A) of Forrest Park Subdivision including the 15 feet wide walkway and utility easement area to construct a single family dwelling and accessory structure; and

WHEREAS, the drawing identifying the 15 feet wide walkway and utility easement area to be vacated is located in attachment B; and

WHEREAS, the Story County Planning and Zoning Commission recommended approval of the vacation of the 15 feet wide walkway and utility easement area at their meeting on March 7, 2018;

NOW, THEREFORE, BE IT RESOLVED that the proposed vacation of the 15 feet wide walkway and utility easement area identified here in be approved.

Dated this 20<sup>th</sup> day of March, 2018.

  
\_\_\_\_\_  
Board of Supervisors  
Story County, Iowa

  
\_\_\_\_\_  
County Auditor  
Story County, Iowa

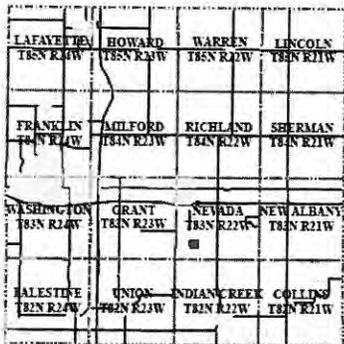
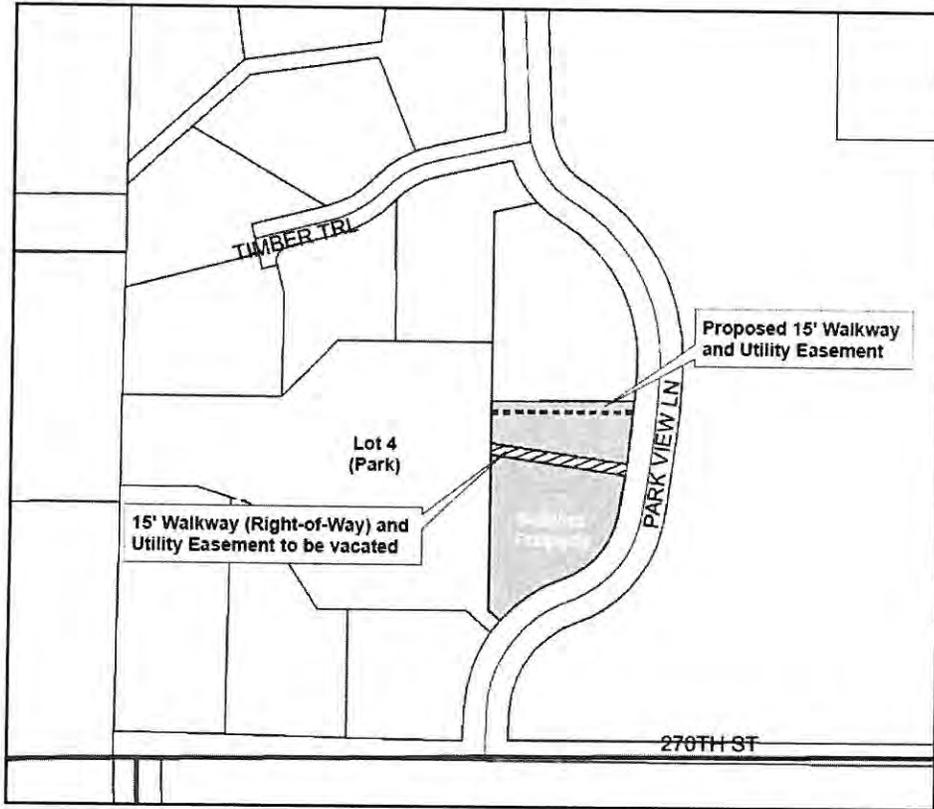
Moved by: Olson  
Seconded by: Chitty  
Voting Aye: Olson, Chitty, Sanders  
Voting Nay: None  
Absent: None

**Attachment A**

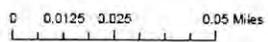
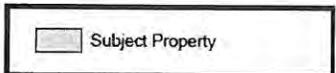
**Legally Described As:**

THE 15 FEET WIDE WALKWAY (RIGHT-OF-WAY) AND UTILITY EASEMENT VACATON AREA  
LOCATED BETWEEN LOT 5 AND LOT 6 (EXEPT PARCEL A) OF FORREST PARK  
SUBDIVISION, IN 29-83-22 OF NEVADA TOWNSHIP, UNINCORPORATED STORY COUNTY

Attachment B



Vacation of 15' Walkway (Right-of-Way)  
and Utility Easement  
ADMN01-18  
Parcel #: 11-29-309-295



Map created on  
2/13/2018  
by the  
Story County  
Planning and Development  
Department.



**DISCLAIMER:**  
Story County's digital cadastral data is a representation of recorded plats and surveys for use within the Geographical Information System for the purpose of data access and analysis. These and other digital data do not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership or use.



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

Ph. 515-382-7245 Fax 515-382-7294  
[www.storycountyiaowa.gov](http://www.storycountyiaowa.gov)

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Jerry L. Moore, Planning and Development Director  
**RE:** Requested Vacation of 15' wide walkway (Right-of-way) and utility easement located between Lot 5 & Lot 6 (Except Parcel A) Forrest Park Subdivision ADMN 01-18  
**DATE:** March 15, 2018

### Vacation Request

Ward Wester, 3007 Wessex Drive, Unit 153, Ames made a request to the County to vacate an existing 15 feet wide walkway (Right-of-Way) and utility easement located between Lot 5 & Lot 6 (except Parcel A) of the Forrest Park Subdivision. The lots are currently owned by Forrest Park Property Management (Fred Chitty). Mr. Chitty was the developer of the Forrest Park Subdivision. Mr. Wester is interested in acquiring the two lots and the 15 feet wide walkway and utility easement area and plans to construct a new single-family dwelling and accessory structure on the new combined lot. On a site plan sketch submitted by Mr. Wester, the proposed accessory structure is shown in the northwest area of the lot and the south portion of the accessory structure is located on the 15 feet wide walkway and utility easement area. The proposed single family dwelling is shown in the south area of the lot. While Lot 5 and Lot 6 (except Parcel A) are shown as separate lots on Beacon, the County's website, the two lots are considered one, .9 acre lot and have one parcel number (11-29-309-295). The 15 feet wide walkway and utility easement area contains approximately .06 acres. The property is zoned R-1 Transitional Residential District with a minimum lot size of 25,000 sq. ft. (.57 acres).

### History

The 15 feet wide walkway and utility easement area is shown as part of the road right-of-way for Park View Lane on the recorded subdivision plat dated June 29, 1978. While the plan is to remove the existing location of the 15 feet wide walkway and utility easement, Mr. Wester proposes to provide a new 15 feet wide walkway and utility easement along the north 15 feet of the new combined lot.

### County Vacation Regulations

There are two processes identified in the Story County Land Development Regulations Chapter 87.10 to request vacation of official plats. One process is initiated by the proprietors (lot owners) and the other process is initiated by the County for parts of an official plat that have been conveyed to the County for public use. Ethan Anderson, Assistant Story County Attorney and Brian Torresi, Mr. Wester's attorney communicated about the process to follow with this request. It was determined that since the 15 feet wide walkway and utility easement are shown as part of the street right-of-way and it was dedicated to the County for public use, the County should initiate the vacation process.



PLEASE RECYCLE



Story County Planning and Development Department  
Ph. 515-382-7245 Fax: 515-382-7294

The County vacation process involves Planning and Development staff sending notices to property owners within ¼ mile of the requested vacation area and to utility companies providing services in the area, review and recommendation of the requested vacation by the Planning and Zoning Commission at a public hearing and action on a resolution at a public hearing before the Board of Supervisors. The Board of Supervisors approved the plan for the County to initiate the vacation request at the February 20, 2018 meeting. Public notices were mailed to property owners located within ¼ mile of the 15 feet wide walkway and utility easement area and to public utilities located in the area on February 20, 2018. A representative from Alliant Energy responded in an email on February 26, 2018 that they had no objection to the vacation request. The property owners located north of the subject property attended the March 7, 2018 Planning and Zoning Commission and their comments are addressed below.

#### **Interagency review comments**

County Interagency review comments were sent to Mr. Wester on February 23, 2018. The comments were as follows:

#### **Planning and Development Comments**

1. Please have your surveyor show the proposed 15 feet wide walkway and utility easement on the Plat of Survey drawing that shows the combined Lot 5 & 6 (except Parcel A) and the walkway and utility easement area.
2. Please submit a written easement document for the proposed new 15 feet wide walkway and utility easement.
3. Planning and Development Department will prepare a resolution for Board of Supervisor's action addressing the proposed sidewalk and utility easement vacation. Please provide the full name of the person that should be identified on the resolution that will receive the existing walkway and utility easement vacation area.

#### **Environmental Health Comments**

1. The proposal for combining the lots enhances the ability to install a conventional septic system, and lessens the impact of wastewater loading to the watershed.

#### **Auditor's Office Comments**

1. The new 15' easement along the north side of the proposed Parcel B needs to be added to the plat.
2. Part D of the Real Estate Purchase Agreement refers to the Story County Treasurer's Parcel numbers. These are simply Story County Parcel numbers, not the Treasurer's numbers. They are used by all Story County Departments and are assigned by the Auditor's Office but they are not our numbers either.

#### **On-site review**

Site photos were taken of the property on February 26, 2018. Park View Lane is a gravel/dirt road. Both Lot 5 and Lot 6 (except Parcel A) are vacant and undeveloped. The site area generally slopes from the east near the street to the west. There is a row of existing evergreen and mature trees located near the west boundary of the property. Trees and shrubs were also



PLEASE RECYCLE



Story County Planning and Development Department  
Ph. 515-382-7245 Fax: 515-382-7294

located near the north area of Lot 6. There are a few small trees scattered throughout the property. Much of the property appeared to contain tall grasses with mowed paths along the edges of the property. A telephone pedestal was located on the southeast side of Lot 6 near the front property line on the north side of an evergreen tree. To the west of the property is Lot 4, a 2.78 acre park containing a pond. The land to the east was also platted into lots for single family dwellings and future street right-of-way as a part of the Forrest Park subdivision plat. However, the 14.48 acre area has since been adjoined back into one tax parcel and is currently in agricultural row crops. There are four existing single family dwellings in the Forrest Park subdivision. Of those, a dwelling is located on the north and south sides of the subject property.

#### **Points to consider in reviewing the vacation request**

1. The 15 feet wide walkway and utility easement area is vacant and does not appear to have been used for its intended purpose.
2. Mr. Wester proposes to acquire the property and the walkway and utility easement and construct a new single family dwelling and accessory structure on the property.
3. Mr. Wester proposes to provide a new easement for a walkway and utility easement along the north area of the property for future use.

#### **Recommendation from Story County Planning and Zoning Commission**

The Story County Planning and Zoning Commission at their March 7, 2018 meeting voting (6-0) to recommend approval with conditions of the requested walkway and utility easement vacation. The conditions related to the need to submit a revised Plat of Survey drawing showing the new walkway and easement area and a written easement document, both to be recorded with the resolution. The property owners located to the north of the subject property attended the meeting and supported the vacation, however questioned the need for the location of the new proposed walkway and utility easement area near the common property line. The Planning and Zoning Commission discussed that the area on the east side of the road could potentially be developed residentially as originally planned and the proposed walkway and utility easement area is centrally located and would provide another way for future property owner's to access the pond/park space and also allow for utilities to be extended.

The Story County Planning and Zoning Commission recommended approval of the vacation with the above stated conditions and alternative 2. The Plat of Survey has been revised and the applicant's attorney is working on the written walkway and utility easement. The Board of Supervisors may approve the requested vacation and alternative 2.

#### **Alternatives**

- 1) The Story County Board of Supervisors approves the 15 feet wide walkway and utility easement vacation as put forth in case ADMN 01-18.
- 2) **The Story County Board of Supervisors approves with condition the written document include language that the proposed new 15 feet wide walkway is also a utility easement as put forth in case ADMN 01-18 and request Planning and Development staff to record resolution 18-88, the revised Plat of Survey and the written easement document.**



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- 3) The Story County Board of Supervisors denies the 15 feet wide walkway and utility easement vacation as put forth in case ADMN 01-18.
- 4) The Story County Board of Supervisors tables the 15 feet wide walkway and utility easement vacation as put forth in case ADMN 01-18, back to the applicant and/or staff for further review and/or modifications, and directs staff to place this item on a future Board of Supervisor agenda.



PLEASE RECYCLE

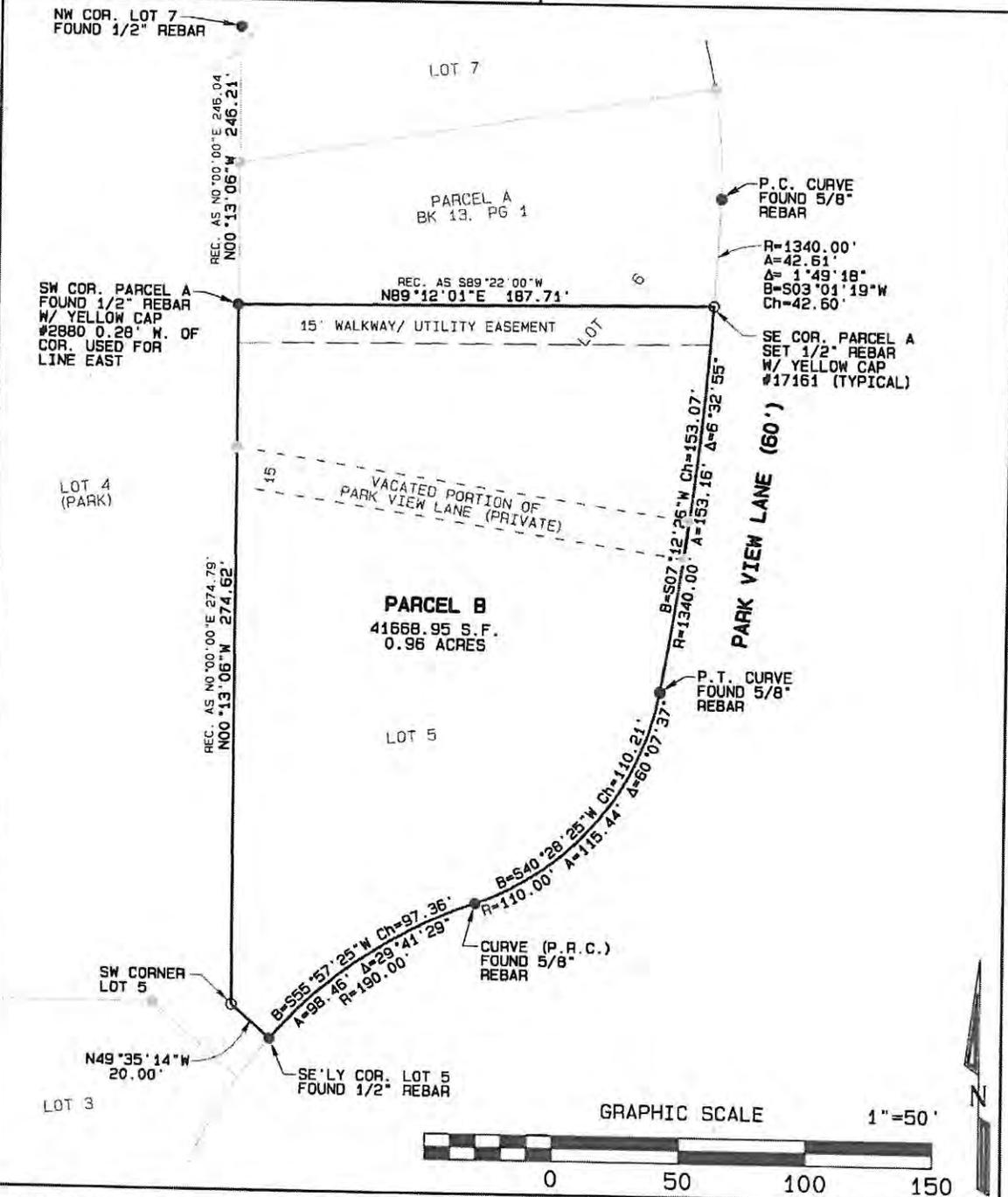
# PLAT OF SURVEY

LOCATION: IN FORREST PARK SUBD., SEC. 29-83-22  
STORY COUNTY, IOWA

PROPRIETOR: FORREST PARK PROPERTY MANAGEMENT LLC

REQUESTED BY: WARD WESTER

SURVEYOR: R. BRADLEY STUMBO, PLS #17161  
STUMBO & ASSOCIATES LAND SURVEYING  
P.O. BOX 1664  
AMES, IA 50010  
515-233-3689

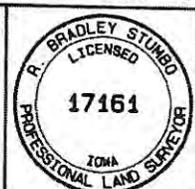


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

DRAFT

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

R. Bradley Stumbo License #17161  
My license renewal date is December 31, 2019  
Job #17091 Date: 2/19/18 Fieldwork Completed: 1/22/18 Page 1 of 2



# CAPITAL IMPROVEMENTS PLAN



STORY COUNTY, IOWA

**APPROVED**      **DENIED**  
Board Member Initials: \_\_\_\_\_  
Meeting Date: 3/20/18  
Follow-up action: of Draft CIP Improvement Plan

**MARCH 2018**  
Story County Board of Supervisors  
900 6th Street  
Nevada, Iowa 50201

[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

DENIED

APPROVED

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# CAPITAL IMPROVEMENTS PLAN

## Introduction 1

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## Introduction

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The Story County Capital Improvements Plan (CIP) is a multi-year guide to the construction and/or improvement of county facilities and the acquisition of equipment. Through the process of preparing and updating this CIP, the County meets the need for orderly maintenance of the County's physical assets. This CIP is intended to serve as a planning tool and is structured to present meaningful long-range perspective of the County's long-range capital needs and to be used as an implementation tool for the acquisition, development, construction, maintenance, and renovation of public facilities, infrastructure, and capital equipment.

The Story County Board of Supervisors first identified the development of this Plan in the May 2013 Strategic Plan adopted by the Board and have adopted a CIP each following year . The CIP runs on a fiscal year basis – July 1st through June 30th, and defines projects on a five year timeframe.

The CIP adopts the 5-Year Story County Secondary Road Construction Program, updated and adopted annually, by reference.

The following project timeframes are identified in this current CIP:

Current Projects	Those in the current FY cycle (FY 18)
Year 1	FY 19: July 2018 – June 2019
Year 2	FY 20: July 2019 – June 2020
Year 3	FY 21: July 2020 – June 2021
Year 4	FY 22: July 2021 - June 2022
Year 5	FY 23: July 2022 - June 2023

# CAPITAL IMPROVEMENTS PLAN



## Process to Develop CIP

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It is anticipated that the CIP is reviewed annually and is updated as necessary. Preparation of the CIP is an interactive process that takes approximately four to six months each cycle. The CIP is developed in a manner consistent with approved County financial policies that set guidelines for the CIP and for the funding of maintenance and replacement projects.

Elected Officials and Department Heads were asked to submit proposed projects in December 2017 in line with the initial budget preparations. County staff members reviewed proposed projects and identified those to recommend to the Board of Supervisors to include in the CIP. As budgets were prepared and submitted, additional projects were included as identified through the Board of Supervisors' worksessions in January 2018.

The projects are categorized beginning on page six by year as noted above. The CIP is not meant to be a static document - it is intended to help the Board of Supervisors in their budgeting discussions and prioritization. As a guiding document, it may be amended as warranted.



# CAPITAL IMPROVEMENTS PLAN

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## Terms and Definitions

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Story County has defined key terms in order to help guide the development of this CIP.

### **Capital Assets**

Capital assets include land, facilities, parks, playgrounds and outdoor structures, special projects from Secondary Roads, pedestrian and bicycle systems, water and sewer infrastructure, technology systems and equipment, and other items of value from which the County derives benefit for a significant number of years.

### **Capital Projects**

Capital projects result in economic activities that lead to the acquisition, construction, or extension of the useful life of capital assets. They have a total project cost in the range of \$25,000 or more; range from construction of new buildings to renovations, additions, conversions, or demolitions of existing buildings; have a useful life of five years or longer, significantly extend the useful life of an asset, or significantly alter the nature and character of an asset (not to include annual asset maintenance costs, annual warranty costs or other ongoing costs.)

The CIP includes four different types of projects: equipment, new project/construction, modification of existing project, and maintenance.

- ◆ **Equipment**

The proposed purchases/lease/rental of equipment, including vehicles, software, hardware, and other applications when the costs exceed \$75,000.

Projects such as new building(s), land acquisition, remodels, and related items costing over \$25,000 are included and identified in one the following three categories:

- ◆ **New Project/Construction**
- ◆ **Modification of Existing Project (includes project extension)**
- ◆ **Building Maintenance**



# CAPITAL IMPROVEMENTS PLAN

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## Projects

Projects are listed in order of potential fiscal year in which the project may be undertaken. However, as this is a dynamic document, project schedules may change and be moved up or down on the timeframe, due to many factors, such as budget, staffing, and priorities. Also, estimated amounts and potential funding sources are meant only as guidance in this document. Elected Officials, Department Heads, and the Board of Supervisors identify the projects and funding mechanisms in the annual budget process.

The following is a list of projects that have gone through the CIP process and have been completed:

- ◆ Motor Grader Leases
- ◆ Phone System Replacement
- ◆ Dakin's Lake Expansion
- ◆ CLP Admin Building Roof Replacement
- ◆ Security Cameras for County Buildings
- ◆ Justice Center Well-Field Buy-Out
- ◆ Praeri Rail Trail Extension Planning
- ◆ Body and In-Car Camera Lease Agreement
- ◆ Election Equipment
- ◆ Keyless Entry Panels Replacement
- ◆ Animal Shelter Purchase
- ◆ Hickory Grove Campground Shower Building and Storm Shelter Construction
- ◆ Paving of Grant Avenue from 190th to Gilbert City Limits
- ◆ Paving of 600th Avenue from US Hwy 30 to Lincoln Highway
- ◆ West 190th Bridge Replacement
- ◆ 660th Avenue Bridge Replacement
- ◆ Dakins Lake—Vault Toilet
- ◆ Core Switch Replacements
- ◆ Jordan Acres Land Acquisition
- ◆ Tandem Truck Purchase
- ◆ U.S.A.C.E Land Acquisition
- ◆ Phase 1 - Tedesco Environmental Learning Corridor—Design and Mobilization
- ◆ Human Services Center Generator



**THIS SYMBOL NEXT TO A PROJECT INDICATES IT IS COMPLETED.**



# CAPITAL IMPROVEMENTS PLAN

## Projects—Fiscal Year 2018 *Current Year*

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### Sensitive Areas Inventory Update

Type of Project	New Project/Construction
Fiscal Year	2018
CIP Year	Current Year
Department	Conservation
Estimated Budgeted Amount	\$31,500
Potential Funding Source	General Fund

### Tandem Truck Purchase

Type of Project	Equipment
Fiscal Year	2018
CIP Year	Current Year
Department	Secondary Roads
Estimated Budgeted Amount	\$290,000
Potential Funding Source	Secondary Roads Fund

### U.S.A.C.E Land Acquisition

Type of Project	New Project/Construction
Fiscal Year	2018
CIP Year	Current Year
Department	Conservation
Estimated Budgeted Amount	\$152,300
Potential Funding Source	Conservation Reserve, General Fund

### Phase 1 - Tedesco Environmental Learning Corridor

Type of Project	New Project/Construction
Fiscal Year	2018
CIP Year	Current Year
Department	Conservation
Estimated Budgeted Amount	\$1,650,000
Potential Funding Source	TIF, Conservation Reserve, General Fund, IDOT



# CAPITAL IMPROVEMENTS PLAN

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## Projects—Fiscal Year 2018 *Current Year*

### Praeri Rail Trail Extension Construction

Type of Project	New Project/Construction
Fiscal Year	2018
CIP Year	Current Year
Department	Conservation
Estimated Budgeted Amount	\$545,000
Potential Funding Source	TIF, Conservation Reserve, General Fund, Grants

### Jordan Acres Land Acquisition

Type of Project	New Project/Construction
Fiscal Year	2018
CIP Year	Current Year
Department	Conservation
Estimated Budgeted Amount	\$875,000
Potential Funding Source	Grant, General Fund, Trust Fund, Private

### Secondary Roads Building Improvements—Roland Shed

Type of Project	New Project/Construction
Fiscal Year	2018
CIP Year	Current Year
Department	Secondary Roads
Estimated Budgeted Amount	\$504,080
Potential Funding Source	Secondary Roads Fund

### Human Services Center Generator Installation

Type of Project	New Project/Construction
Fiscal Year	2018
CIP Year	Current Year
Department	Facilities Management
Estimated Budgeted Amount	\$277,500
Potential Funding Source	General Fund



# CAPITAL IMPROVEMENTS PLAN

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## Projects—Fiscal Year 2018 *Current Year*

### Hickory Grove Watershed Improvement Project (Managed by IDNR)

Type of Project	New Project/Construction
Fiscal Year	2018
CIP Year	Current Year
Department	Conservation
Estimated Budgeted Amount	\$TBD
Potential Funding Source	General Fund, Grants

### West 190th Bridge Replacement

Type of Project	New Project/Construction
Fiscal Year	2018
CIP Year	Current Year
Department	Secondary Roads
Estimated Amount	\$400,000
Potential Funding Source	Secondary Roads Fund

### Heart of Iowa Nature Trail Paving (Planning and Design)

Type of Project	New Project/Construction
Fiscal Year	2018
CIP Year	Current Year
Department	Conservation
Estimated Amount	\$25,000
Potential Funding Source	Grants, Energy Transfer Partners Fund, General Fund

### Secondary Roads Building Improvements—Kelley Shed

Type of Project	New Project/Construction
Fiscal Year	2018
CIP Year	Current Year
Department	Secondary Roads
Estimated Budgeted Amount	\$791,693
Potential Funding Source	Secondary Roads Fund





# CAPITAL IMPROVEMENTS PLAN

## Projects—Fiscal Year 2018 *Current Year*

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### **Animal Shelter Improvements—Phase 1 (Architectural/Engineering Design)**

Type of Project	New Project/Construction
Fiscal Year	2017
CIP Year	Current Year
Department	Animal Control/Board of Supervisors
Estimated Budgeted Amount	\$25,000
Potential Funding Source	General Fund, Friends of Animals Fund

### **Purchase and Installation of Emergency Communications Center Furniture**

Type of Project	New Project/Construction
Fiscal Year	2017
CIP Year	Current Year
Department	Sheriff's Office
Estimated Budgeted Amount	\$88,000
Potential Funding Source	General Fund



# CAPITAL IMPROVEMENTS PLAN

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## Projects—Fiscal Year 2019

### Phase 2 —Tedesco Environmental Learning Corridor Construction

Type of Project	New Project/Construction
Fiscal Year	2019
CIP Year	Year 1
Department	Conservation
Estimated Amount	\$1,500,000
Potential Funding Source	Conservation Reserve, General Fund, and Other Funding to be Determined, TIF Revenue Bond

### Hickory Grove Watershed Improvement Project (Managed by IDNR)

Type of Project	New Project/Construction
Fiscal Year	2019
CIP Year	Year 1
Department	Conservation
Estimated Amount	\$620,000
Potential Funding Source	General Fund, Grants

### Justice Center Project—Courthouse and Building Security, Attorney’s Office Consolidation, and Jail Maintenance—Study and Planning Work

Type of Project	New Project/Construction
Fiscal Year	2019
CIP Year	Year 1
Department	County Attorney, Sheriff, Facilities
Estimated Budgeted Amount	\$TBD
Potential Funding Source	Fines Recovery, General Fund and Other Funding to be Determined

### Net App Replacement

Type of Project	New Project/Construction
Fiscal Year	2019
CIP Year	Year 1
Department	Information Technology
Estimated Budgeted Amount	\$75,000
Potential Funding Source	General Fund



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## Projects—Fiscal Year 2019

### Animal Shelter Improvements—Phase 2 (Construction to Architectural Specifications)

Type of Project	New Project/Construction
Fiscal Year	2019
CIP Year	Year 1
Department	Animal Control/Board of Supervisors
Estimated Budgeted Amount	\$300,000
Potential Funding Source	General Fund, Friends of Animals Fund

### Heart of Iowa Nature Trail Paving (Construction)

Type of Project	New Project/Construction
Fiscal Year	2019
CIP Year	Year 1
Department	Conservation
Estimated Amount	\$1,600,000
Potential Funding Source	Grants, Energy Transfer Partners Fund

### Hickory Grove Beach House

Type of Project	New Project/Construction
Fiscal Year	2019
CIP Year	Year 1
Department	Conservation
Estimated Budgeted Amount	\$250,000
Potential Funding Source	General Fund

### Renewable Energy Cabin

Type of Project	New Project/Construction
Fiscal Year	2019
CIP Year	Year 1
Department	Conservation
Estimated Budgeted Amount	\$250,000
Potential Funding Source	General Fund, Energy Transfer Partners Fund



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## Projects—Fiscal Year 2019

### Countywide Interoperable Communications System

Type of Project	New Project/Construction
Fiscal Year	2019
CIP Year	Year 1
Department	Sheriff, Facilities, Conservation, Secondary Roads, Board of Supervisors
Estimated Budgeted Amount	\$TBD
Potential Funding Source	General Fund

### Single Axle Dump Truck

Type of Project	New Project/Construction
Fiscal Year	2019
CIP Year	Year 1
Department	Secondary Roads
Estimated Amount	\$175,000
Potential Funding Source	Secondary Roads Fund

### Tandem Axle Dump Truck

Type of Project	New Project/Construction
Fiscal Year	2019
CIP Year	Year 1
Department	Secondary Roads
Estimated Budgeted Amount	\$220,000
Potential Funding Source	Secondary Road Fund

### Motor Grader Lease

Type of Project	New Project/Construction
Fiscal Year	2019
CIP Year	Year 1
Department	Secondary Roads
Estimated Budgeted Amount	\$750,000
Potential Funding Source	Secondary Roads Fund, LOST



# CAPITAL IMPROVEMENTS PLAN

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## Projects—Fiscal Year 2019

### Carroll Prairie Acquisition

<b>Type of Project</b>	New Project/Construction
<b>Fiscal Year</b>	2019
<b>CIP Year</b>	Year 1
<b>Department</b>	Conservation
<b>Estimated Budgeted Amount</b>	\$32,000
<b>Potential Funding Source</b>	General Fund, Energy Transfer Partners Fund, Friends of Conservation

### Hickory Grove Park Trail Extension

<b>Type of Project</b>	New Project/Construction
<b>Fiscal Year</b>	2019
<b>CIP Year</b>	Year 1
<b>Department</b>	Conservation
<b>Estimated Amount</b>	\$45,200
<b>Potential Funding Source</b>	General Fund

### McFarland Park – Sidewalk Improvements

<b>Type of Project</b>	New Project/Construction
<b>Fiscal Year</b>	2019
<b>CIP Year</b>	Year 1
<b>Department</b>	Conservation
<b>Estimated Budgeted Amount</b>	\$25,000
<b>Potential Funding Source</b>	General Fund

### Sensitive Areas Inventory Update

<b>Type of Project</b>	New Project/Construction
<b>Fiscal Year</b>	2019
<b>CIP Year</b>	Year 1
<b>Department</b>	Conservation
<b>Estimated Budgeted Amount</b>	\$60,000
<b>Potential Funding Source</b>	General Fund



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## Projects—Fiscal Year 2020

### Outbuilding Storage

Type of Project	New Project/Construction
Fiscal Year	2020
CIP Year	Year 2
Department	Sheriff, Facilities, Conservation
Estimated Amount	\$TBD
Potential Funding Source	General Fund and Other Funding to be Determined

### Administration Building Infill Addition— Study and Planning Work

Type of Project	New Project/Construction
Fiscal Year	2020
CIP Year	Year 2
Department	Facilities, Auditor
Estimated Amount	\$TBD
Potential Funding Source	General Fund and Other Funding to be Determined

### Hickory Grove Sewer

Type of Project	New Project/Construction
Fiscal Year	2020
CIP Year	Year 2
Department	Conservation
Estimated Budgeted Amount	\$446,000
Potential Funding Source	Conservation Reserve

### Countywide Interoperable Communications System

Type of Project	New Project/Construction
Fiscal Year	2020
CIP Year	Year 2
Department	Sheriff, Facilities, Conservation, Secondary Roads, Board of Supervisors
Estimated Budgeted Amount	\$TBD
Potential Funding Source	General Fund



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## Projects—Fiscal Year 2020

### Phases 3—Tedesco Environmental Learning Corridor Construction

Type of Project	New Project/Construction
Fiscal Year	2020
CIP Year	Year 2
Department	Conservation
Estimated Amount	\$2,500,000
Potential Funding Source	Conservation Reserve, General Fund, and Other Funding to be Determined, TIF Revenue Bond

### Motor Grader Lease

Type of Project	New Project/Construction
Fiscal Year	2020
CIP Year	Year 2
Department	Secondary Roads
Estimated Budgeted Amount	Annual lease payment of \$275,000
Potential Funding Source	Secondary Roads Fund, LOST



# CAPITAL IMPROVEMENTS PLAN

## Projects—Fiscal Year 2021

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### Motor Grader Lease

<b>Type of Project</b>	New Project/Construction
<b>Fiscal Year</b>	2021
<b>CIP Year</b>	Year 3
<b>Department</b>	Secondary Roads
<b>Estimated Budgeted Amount</b>	Annual lease payment of \$275,000
<b>Potential Funding Source</b>	Secondary Roads Fund, LOST



# CAPITAL IMPROVEMENTS PLAN

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## Projects—Fiscal Year 2022

### Justice Center Project—Courthouse and Building Security, Attorney’s Office Consolidation, and Jail Maintenance—Construction Improvements

Type of Project	New Project/Construction
Fiscal Year	2022
CIP Year	Year 4
Department	County Attorney, Sheriff, Facilities
Estimated Amount	\$TBD
Potential Funding Source	Fines Recovery, General Fund, and Other Funding to be Determined

### Administration Building Infill Addition—Construction

Type of Project	New Project/Construction
Fiscal Year	2022
CIP Year	Year 4
Department	Facilities, Auditor
Estimated Amount	\$TBD
Potential Funding Source	General Fund and Other Funding to be

### Motor Grader Lease

Type of Project	New Project/Construction
Fiscal Year	2022
CIP Year	Year 4
Department	Secondary Roads
Estimated Budgeted Amount	Annual lease payment of \$275,000
Potential Funding Source	Secondary Roads Fund, LOST



# CAPITAL IMPROVEMENTS PLAN

## Projects—Fiscal Year 2023

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### Motor Grader Lease

<b>Type of Project</b>	New Project/Construction
<b>Fiscal Year</b>	2023
<b>CIP Year</b>	Year 5
<b>Department</b>	Secondary Roads
<b>Estimated Budgeted Amount</b>	Annual lease payment of \$275,000
<b>Potential Funding Source</b>	Secondary Roads Fund, LOST

# CAPITAL IMPROVEMENTS PLAN



The Board of Supervisors adopted the first Capital Improvements Plan for Story County in February 2014. The steps towards the CIP adoption and implementation started in May 2013, with the identification of the CIP on the Board's Strategic Plan, stating:

***Develop Capital Improvements Program***

*Benefits: Better schedule public improvements that require more than one year to construct. Provide an opportunity for long-range financial planning and management.*

The adopted CIP runs on a fiscal year basis – July 1st through June 30th, and defines projects on a five year timeframe. It will be reviewed annually and updated as necessary.



**Rick Sanders**

**Lauris Olson**

**Marty Chitty**

[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

**March 2018**

Approved by the Story County Board of Supervisors



Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director *u*  
From: Ryan M. Wiemold, Parks Superintendent  
Date: March 20, 2018  
Re: Consideration for Purchase of 60-inch Mower with Trade-in for Story County Conservation from Vetter Equipment for \$8,552.19 (unbudgeted)

The attached purchasing form shows prices for the purchase of a 60" commercial mower, with trade in of existing mower, to be used by Story County Conservation. This mower will be used at Hickory Grove Park and surrounding areas. This purchase was originally requested in the FY19 budget, but was directed to be moved to the FY18 budget.

We would like to purchase the mower from Vetter Equipment as they are the low responsive, responsible quoter.

Staff urges your approval.

APPROVED DENIED  
Board Member Initials: RS  
Meeting Date: 3/20/18  
Follow-up action: Buy 60" mower w/ trade-in from Vetter Equipment for \$8,552.19.

STORY COUNTY CONSERVATION  
QUOTE PURCHASING FORM

Employee requesting quote: Dustin Horne

Item(s) description: 60-inch lap bar zero turn commercial mower. See attached spec sheet for full specs.

Price quotes were received from the following firms:

Firm	Price/Quote
Cub Cadet (Vetter)	\$8,552.19
John Deere (Van Wall)	\$10,350.00
Bad Boy (Central Iowa)	\$8,937.00

Comments: Cub Cadet holds the low quote for the 60" commercial mower. Their 5 year warranty and thickest deck on the market were determining factors which separated them from the rest.

The following firm was selected: It is my recommendation that we award Cub Cadet Vetter Equipment for the 60-inch mower quote.

Purchase approved by: Luke Feilmeier



Date: 8Mar18



SALESMAN: **Amos Greene** 23941 590th Ave  
 Cell Phone (515) 201-6882 Nevada, IA. 50201  
 515-382-5496

CUSTOMER: **Story County attn: Dustin**  
 ADDRESS: **56461 180TH ST**  
 CITY: **AMES, IA 50010**  
 PHONE#: **(515) 232-2516**  
 Cell#:   
 COUNTY:   
 E-MAIL:   
 DATE: **3/8/2018**  
 Quote Good Through: End of this month

**SALES QUOTATION**

DESCRIPTION	Vetter Stock#	Serial Number ( or VIN)	LIST PRICE
2017 CUB CADET PROZ 960L MOWER			\$12,269.99

GOVERNMENT DISCOUNT 15% -\$1,840.50  
 VETTER DISCOUNT 1% \$122.70

Unit Description Total List Price **\$10,552.19**

*35 HP Kawasaki FX1000v (999cc) engine and 16cc Parker HTG transmission  
 60" triple-7-gauge fabricated steel cutting deck with top, bottom and side reinforcements  
 3-year limited commercial warranty (no hour limitations) and 5 year / 1,750 hour limited deck construction warranty  
 Fuel Capacity: Twin 7.45 gal. tanks (14.9 gal. total) with electronic fuel gauge  
 Ground Speed: Fwd: 14 mph / Rev: 7 mph, Includes Electric deck lift, Mulching kit & extra set of mulching blades*

TRADE IN YR	MAKE	MODEL/ DESCRIPTION	HRS/Acres	HP / Size	Serial Number
2009	EXMARK	LAZER Z "GOOSE" or "MAV"			821643 or 821729

**TOTAL TRADE ALLOWANCE: \$2,000.00**

Memo:

Financing (Estimate only, must be officially quoted from Financing Companies for exact \$\$)

Standard Mfg Warranty Included:

**All USED EQUIPMENT IS SOLD "AS IS, WHERE IS", WITH NO REPRESENTATIONS OR WARRANTIES, UNLESS OTHERWISE SPECIFIED IN WRITING.**

TOTAL SALES PRICE	<b>\$10,552.19</b>
LESS TOTAL TRADE ALLOWANCE	<b>-\$2,000.00</b>
TOTAL TRADE DIFFERENCE	<b>\$8,552.19</b>
Amount Owed on Trade	
Freight for Pickup / Delivery, PPP Ext. Warranty	
Filing Fees, Etc.	
SALES TAX (IF APPLICABLE)	
Down Payment	
<b>TOTAL AMOUNT DUE (CASH/FINANCED)</b>	<b>\$8,552.19</b>



Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director *mc*  
From: Ryan M. Wiemold, Parks Superintendent  
Date: March 20, 2018  
Re: Consideration for Purchase of Mower for Story County Conservation from Vetter Equipment for \$11,735.27 (unbudgeted)

The attached purchasing form shows prices for the purchase of a 72" commercial mower to be used by Story County Conservation. This mower will be used at Hickory Grove Park and surrounding areas. This purchase was originally requested in the FY19 budget, but was directed to be moved to the FY18 budget.

We would like to purchase the mower from Vetter Equipment as the low responsive, responsible quoter.

Staff urges your approval.

~~APPROVED~~ DENIED  
Board Member Initials: *RS*  
Meeting Date: 3/20/18  
Follow-up action: Approval of 72" mower from Vetter Equipment for \$11,735.27

STORY COUNTY CONSERVATION  
QUOTE PURCHASING FORM

Employee requesting quote: Dustin Horne

Item(s) description: 72-inch steering wheel zero turn commercial mower. See attached spec sheet for full specs.

Price quotes were received from the following firms:

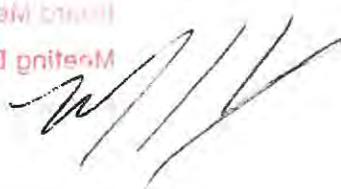
Firm	Price/Quote
Cub Cadet (Vetter)	\$11,735.27
John Deere (Van Wall)	Non-responsive
Bad Boy (Central Iowa)	Non-responsive

Comments: Bad boy and John Deere were not able to meet specifications that were requested resulting in non-responsive quotes. Cub Cadet is the only company that makes commercial grade zero turn equipped with a steering wheel. This feature increases efficiency by up to 10% and improves safety while mowing hillsides.

The following firm was selected: It is my recommendation that we award Cub Cadet Vetter Equipment for the 72-inch mower quote.

Purchase approved by: Luke Feilmeier

Date: 8Mar18





SALESMAN: **Amos Greene** 23941 590th Ave  
 Cell Phone (515) 201-6882 Nevada, IA, 50201  
 515-382-5496

CUSTOMER: **Story County attn: Dustin**  
 ADDRESS: **56461 180TH ST**  
 CITY: **AMES, IA 50010**  
 PHONE#: **(515) 232-2516**  
 Cell#  
 COUNTY:  
 E-MAIL:

DATE **3/8/2018**  
 Quote Good Through: End of this month

**SALES QUOTATION**

DESCRIPTION	Vetter Stock#	Serial Number ( or VIN)	LIST PRICE
2017 CUB CADET PROZ 972S MOWER			<b>\$13,969.97</b>

GOVERNMENT DISCOUNT 15% **-\$2,095.00**  
 VETTER DISCOUNT 1% **-\$139.70**

Unit Description **Total List Price \$11,735.27**

*35 HP Kawasaki FX1000v (999cc) engine and 16cc Parker HTG transmisslon  
 72" triple-7-gauge fabricated steel cutting deck with top, bottom and side reinforcements  
 3-year limited commercial warranty (no hour limitations) and 5 year / 1,750 hour limited deck construction warranty  
 Fuel Capacity: Twin 7.45 gal. tanks (14.9 gal. total) with electronic fuel gauge  
 Ground Speed: Fwd: 14 mph / Rev: 7 mph, Includes Electric Deck lift, Mulching kit, & extra set of mulching blades*

TRADE IN YR	MAKE	MODEL/ DESCRIPTION	HRS/Acres	HP / Size	Serial Number
-------------	------	--------------------	-----------	-----------	---------------

**TOTAL TRADE ALLOWANCE:**

Memo:	TOTAL SALES PRICE	<b>\$11,735.27</b>
Financing (Estimate only, must be officially quoted from Financing Companies for exact \$\$)	LESS TOTAL TRADE ALLOWANCE	
	TOTAL TRADE DIFFERENCE	
	Amount Owed on Trade	
	Freight for Pickup / Delivery, PPP Ext. Warranty	
	Filing Fees, Etc.	
	SALES TAX (IF APPLICABLE)	
	Down Payment	
	<b>TOTAL AMOUNT DUE (CASH/FINANCED)</b>	<b>\$11,735.27</b>

**ALL USED EQUIPMENT IS SOLD "AS IS, WHERE IS", WITH NO REPRESENTATIONS OR WARRANTIES, UNLESS OTHERWISE SPECIFIED IN WRITING.**



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  
From: Michael D. Cox, Director  
Date: March 13, 2018  
Re: Consideration of expenditure to Prairie Rivers of Iowa RC&D to coordinate and install watershed and creek signage for \$22,031

A cooperative agreement between Story County Conservation and Prairie Rivers of Iowa to coordinate placement of informational watershed and creek signs in the county was approved by the Story County Board of Supervisors on March 13, 2018. This project will coordinate the purchase and installation of signs at entrances to HUC 10 watersheds and at select bridges.

This project was originally requested in the FY19 Conservation budget.

Staff urges your approval to expend funds for this project from the FY18 budget.

**APPROVED**      **DENIED**

Board Member Initials: 

Meeting Date: 3/20/18

Follow-up action: to coordinate the purchase and installation of watershed & creek signage for \$22,031.00



## COOPERATIVE AGREEMENT

### BETWEEN

### STORY COUNTY CONSERVATION AND PRAIRIE RIVERS OF IOWA RC&D

This Agreement is made effective on March 19, 2018 by and between Story County Conservation, 56461 180<sup>th</sup> Street, Ames, Iowa hereinafter referred to as 'SCC', and Prairie Rivers of Iowa RC&D, 2335 230<sup>th</sup> Street, Suite 101, Ames, Iowa 50014. Prairie Rivers of Iowa RC&D is hereinafter referred to as the 'PRI' for this agreement.

The parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

#### A. Description of Services

PRI will work with Story County Conservation (SCC) to develop and install creek and watershed signs throughout the county. These signs will raise awareness of creeks and HUC 10 watershed boundaries as people enter each watershed on paved county roads. This project will involve the following steps:

- 1) Design, order and oversee the printing and delivery of 110 creek and county road signs printed by the Iowa DOT; and design, order and oversee the printing and delivery of 52 watershed signs printed by Iowa Prison Industries – Cost: \$14,331
- 2) Working with Iowa DOT and the SCC develop a map for placement of all creek and watershed signs; then assist county personnel in installing all signs throughout Story County. – Cost: \$4,800
- 3) Develop a map in a brochure for identifying the location of all signs, oversee the brochure printing and work with SCC to locate places for the public to acquire the brochure. – Cost: \$2,900

#### A. Scope of Work Timeline

This contract is in effect from the date of signing through August 31, 2018.

#### B. Reimbursement

SCC agrees to reimburse PRI according to the description of services, described above in article "A". The maximum total payable by SCC under this agreement is that amount set forth above in article "A" and no greater amount shall be paid without written amendment, not to exceed amount of \$22,031. Payment will be made in advance.

**C. Suspension/Termination**

Either party may terminate this Agreement by giving written notice to the other, at least 30 days before the effective date of termination. Either party may suspend this agreement. Notification of suspension shall be in writing.

**D. Entire Agreement**

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written.

**E. Amendment**

This Agreement may be modified or amended by written order with mutual agreement by both parties.

**F. Applicable Laws**

The terms and provisions of this Agreement are to be construed in accordance with the applicable State and Federal laws, and the Contractor agrees to perform obligations under this Agreement in accordance with said laws including applicable audit requirements.

**G. Independent Contractor Status**

PRI agrees that the relationship between PRI and SCC is that of an independent contractor for employment tax purposes. PRI shall be solely responsible for all taxes relating to payments made under this agreement.

**H. Laws**

This agreement is governed by the law of the State of Iowa with venue in Story County District Court.

**I. Assignment**

This agreement may not be assigned or transferred by PRI without the prior written consent of the SCC.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate and each copy shall constitute an executed counterpart original.

PRAIRIE RIVERS OF IOWA RC&D

By:   
Penny L. Brown Huber

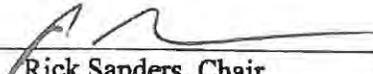
Date: 3/8/2018

STORY COUNTY CONSERVATION BOARD

By:   
James L. Pease, Chair

Date: 12 March 2018

STORY COUNTY BOARD OF SUPERVISORS

By:   
Rick Sanders, Chair

Date: 3/13/18

**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 the Story County Planning & Development Department

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 18-89**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Josh Wirtz, manager of Maple Ave 239, LC, 27407 620th Avenue, Nevada, Iowa involving the real estate located in Grant Township, Section 36 at 27407 620th Avenue, Nevada, Iowa and identified as parcel #10-36-200-475, hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Maple Ave 239, LC, is the legal titleholder of said real estate, and

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

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted, with the condition that a written access easement for ingress and egress is submitted prior to recording.

NOW, THEREFORE, BE IT RESOLVED that the plat of Wirtzy Hill 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 Wirtzy Hill 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 18-89 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 20<sup>th</sup> day of March, 2018.



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

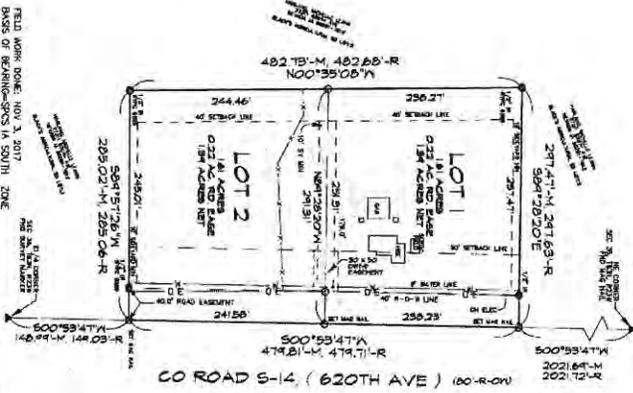
**ATTACHMENT A**

**Legal Description**

Parcel "A" of the South 1/2 of the NE 1/4 of Section 36, Township 83 North, Range 23 West of the 5th P.M., Iowa, as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa, on April 26, 2002, as Inst. No. 02-06260, Slide 131 Page 6.

**ATTACHMENT B**

FIELD MARK DATE: NOV 3, 2017	INDEX LEGEND
BRDS OF BOUNDARIES IN SOUTH ZONE	LOCATION: SEC 36, T24N, R23W, SE NE
	REQUESTOR: JOSH H WINTZ
	PROPRIETOR: MAPLE AVENUE 238 LC
	SUBJECTOR: GREGORY L ROSS, IA PLS NO. 12296
	COMPANY: ROSS LAND SURVEYING, INC
	RETURN TO: PO BOX 338, JOHNSTON, IA 50131
	INDEX LEGEND



**MIRTYZ HILL**  
RESIDENTIAL PARCEL SUBDIVISION

**DESCRIPTION:**

A SUBDIVISION OF PARCEL A OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 OF THE NE1/4) SECTION 36, TOWNSHIP 24 NORTH RANGE 23 WEST OF THE 5TH PM STORY COUNTY, IOWA, AND SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER (E1/4) CORNER OF SAID SECTION 36, THENCE N00°53'47"E, ALONG THE EAST LINE OF THE NE1/4 OF SAID SECTION 36, A DISTANCE OF 148.84 FEET TO THE POINT OF BEGINNING; 482.13 FEET N00°53'47"E, ALONG SAID LINE, A DISTANCE OF 118.21 FEET TO THE POINT OF BEGINNING; 3.22 ACRES, MORE OR LESS, AND SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD CONTAINING 0.44 ACRES, MORE OR LESS AND SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD.

**NOTES:**

1. LOT 1 IS SERVED BY RURAL WATER AND BY A PRIVATE SEPTIC TANK.
2. LOT 2 IS SERVED BY RURAL WATER. A SEPTIC SYSTEM WILL BE INSTALLED UNDER THE PERMISSIBLE STANDARDS OF THE STORY COUNTY ENVIRONMENTAL HEALTH DEPARTMENT.
3. LOT 2 WILL REQUIRE A SEPTIC SYSTEM.
4. LOT 2 WILL REQUIRE A SEPTIC ADDRESS FOR INHABITED STRUCTURES INCLUDING RESIDENCES AND BUSINESS/TELECOMMUNICATION TOWERS AND FACILITIES. ANY RURAL ADDRESS AREA.
5. A JOINT 30' X 40' FOOT FEEBEE DRAINAGE ACCESS EASEMENT WILL PROVIDE ACCESS AND EGRESS TO OF SAID DRIVE AND BE APPROVED BY STORY COUNTY AND ACCESS. ANY MODIFICATION TO ENTRANCE 6. CENTRAL IOWA WATER ASSOCIATION HAS A 30' EASEMENT CENTERED ON WATER MAIN SHOWN HEREON.

**FINAL PLAT**

**MIRTYZ HILL**

A  
RESIDENTIAL PARCEL  
SUBDIVISION IN  
SECTION 36, T24N, R23W  
STORY COUNTY, IOWA

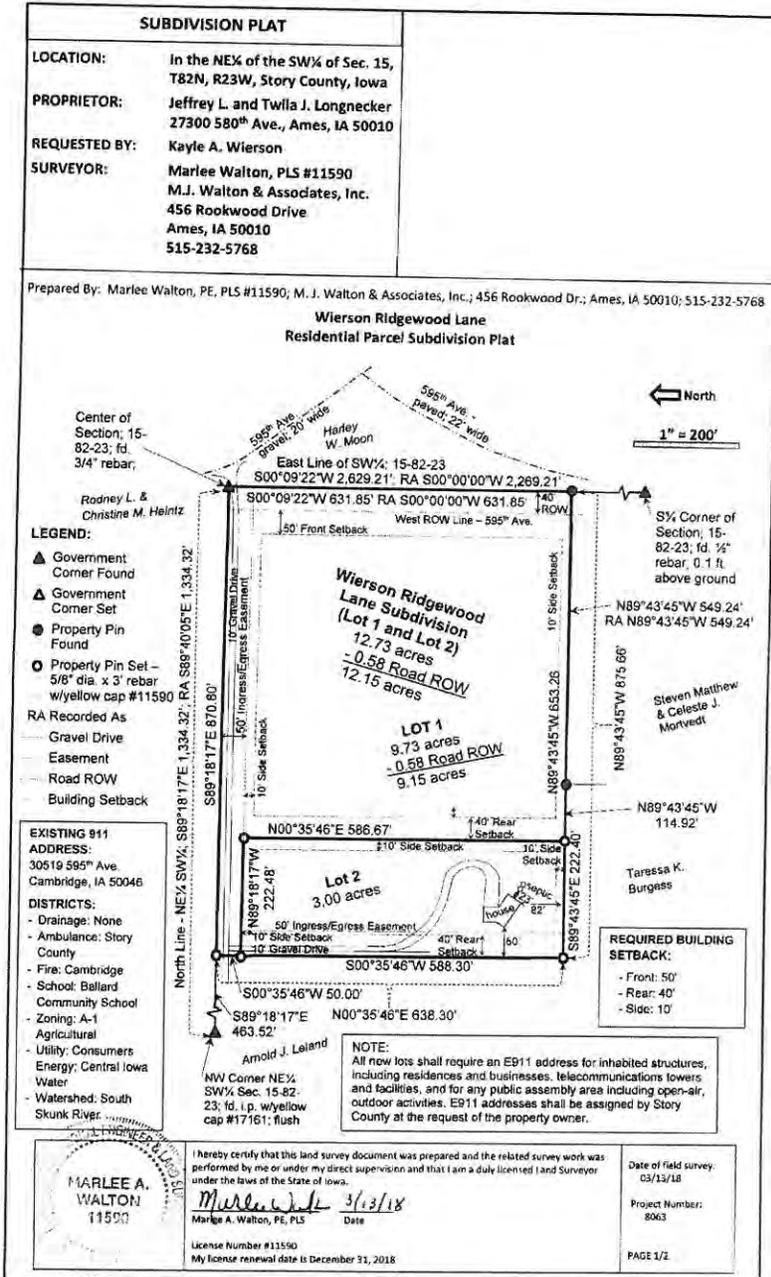
OWNER: GREGORY L ROSS, IA  
PLS NO. 12296  
11/3/17

PREPARED BY: JOSH H WINTZ  
11/3/17

GRAPHIC SCALE: 1"=100'

JOB NO. 5934 P

## ATTACHMENT B



**ATTACHMENT B**

SUBDIVISION PLAT	
<b>LOCATION:</b>	In the NE¼ of the SW¼ of Sec. 15, T82N, R23W, Story County, Iowa
<b>PROPRIETOR:</b>	Jeffrey L. and Twila J. Longnecker 27300 580 <sup>th</sup> Ave., Ames, IA 50010
<b>REQUESTED BY:</b>	Kayle A. Wierson
<b>SURVEYOR:</b>	Marlee Walton, PLS #11590 M.J. Walton & Associates, Inc. 456 Rookwood Drive Ames, IA 50010 515-232-5768
Prepared By: Marlee Walton, PE, PLS #11590; M. J. Walton & Associates, Inc.; 456 Rookwood Dr.; Ames, IA 50010; 515-232-5768	
<p><b>WIERSON RIDGEWOOD LANE SUBDIVISION – LEGAL DESCRIPTION:</b></p> <p>That part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 15 Township 82 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, being more particularly described as follows:</p> <p>Beginning at the Center Corner of said Section 15; thence S00°09'22"W 631.85 feet along the East line of the NE¼ of the SW¼ of said Section 15; thence N89°43'45"W 875.66 feet; thence N00°35'46"E 638.30 feet; thence S89°18'17"E 870.80 feet along the North line of the NE¼ of the SW¼ of said Section 15; back to the Point of Beginning. Subdivision contains 12.73 acres of which 0.58 acre is Story County Road Right of Way.</p> <p><b>LOT 1 - LEGAL DESCRIPTION:</b></p> <p>That part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 15 Township 82 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, being more particularly described as follows:</p> <p>Beginning at the Center Corner of said Section 15; thence S00°09'22"W 631.85 feet along the East line of the NE¼ of the SW¼ of said Section 15; thence N89°43'45"W 653.26 feet; thence N00°35'46"E 586.67 feet; thence N89°18'17"W 222.48 feet; thence N00°35'46"E 50.00 feet; thence S89°18'17"E 870.80 feet along the North line of the NE¼ of the SW¼ of said Section 15 back to the Point of Beginning. Lot 1 contains 9.73 acres of which 0.58 acre is Story County Road Right of Way.</p> <p><b>LOT 2 - LEGAL DESCRIPTION:</b></p> <p>That part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 15 Township 82 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, being more particularly described as follows:</p> <p>Commencing at the Northwest Corner of the NE¼ of the SW¼ of said Section 15; thence S89°18'17"E 463.52 feet along the North line of the NE¼ of the SW¼ of said Section 15; thence S00°35'46"W 50.00 feet to the Point of Beginning; thence continuing S00°35'46"W 588.30 feet; thence S89°43'45"E 222.40 feet; thence N00°35'46"E 586.67 feet; thence N89°18'17"W 222.48 feet along the South line of the 50' ingress/egress easement back to the Point of Beginning. Lot 2 contains 3.00 acres.</p>	
	<p>I hereby certify that this land survey document was prepared and the related survey work was performed by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.</p> <p><i>Marlee Walton</i> 3/13/18 Marlee A. Walton, PE, PLS Date</p> <p>License Number #11590 My license renewal date is December 31, 2018</p>
	<p>Date of field survey: 03/13/18</p> <p>Project Number: 8063</p> <p>PAGE 2/2</p>

# Staff Report

## Board of Supervisors

**Date of Meeting:**  
March 20, 2018

**Case Number SUB 20-17**

Residential Parcel Subdivision – Wirtzy Hill  
Resolution No. 18-89

**APPLICANT:** Josh Wirtz, Maple Ave 239, LC  
27407 620<sup>th</sup>  
Nevada, Iowa

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

**SUMMARY:** A Residential Parcel Subdivision request to divide one existing parcel to create two proposed lots: proposed Lot 1, a 1.39 net-acre lot to contain the existing single-family dwelling, and proposed Lot 2, a 1.39 net-acre lot located to the south of proposed Lot 1 that is proposed to be buildable for a single-family dwelling. All requirements for a residential parcel subdivision are met. Planning staff recommends approval, with conditions, of the proposed Residential Parcel Subdivision Plat.





**Property Owners**

Maple Ave 239, LC

**Parcel Identification Number**

10-36-200-475

**Location of Subdivision**

Grant Township (36-83-23)

**Size of Area**

2.78 net acres

**Districts**

A-1 Agricultural Zoning District  
Nevada School District  
Story County Ambulance and Nevada Fire  
Consumers Energy and Iowa Regional Utility Association  
Indian Creek Watershed

**Cities within Two Miles**

None

**Description of Proposed Subdivision**

The application is to consider a request for a Residential Parcel Subdivision of a 2.78-net acre parcel. The subdivision will create two lots:

1. Proposed Lot 1, a 1.39 net-acre lot to contain the existing single-family dwelling.
2. Proposed Lot 2, a 1.39 net-acre lot located to the south of proposed Lot 1 that is proposed to be buildable for a single-family dwelling.

Both proposed lots will have frontage on 620<sup>th</sup> Avenue, a paved County road. A shared access easement for the existing access off of 620<sup>th</sup> Avenue (a gravel drive) is proposed, in accordance with Section 88.04(2)(B) of the Story County Land Development Regulations:

“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.”

The County Engineer expressed no concerns with the easement or drive. The easement is shown on the plat. A written easement has also been requested and its receipt is recommended as a condition of approval.

**History of Subject Property**



The subject property was created in 2002 when the farmstead located on the property was divided from the farmland through a plat of survey. The dwelling that is part of the farmstead, proposed to be located on Lot 1, was constructed in 1880. The dwelling does not meet the required front setback of 50 feet from the right-of-way. It is located approximately 30-feet from the right-of-way. However, as it was constructed before the County adopted a zoning code in 1958, it is considered legal non-conforming with the required front setback. Following Section 91.02(2) of the Land Development Regulations, limitations on legal, nonconforming structures no addition to the structure can further encroach on the front setback and that if 60% or more of the fair market value is destroyed, it must be rebuilt in conformance with current standards.

The current property owner purchased the subject property in August of 2017 and rents the dwelling to a tenant.

### **Current and Surrounding Land Use**

The current land use of the subject property is residential. A 24-foot-by-26-foot (624 square-foot) detached garage is located to the west of the dwelling and was constructed in 1971. The dwelling and garage will be located on proposed Lot 1. Two wells and the septic system for the existing dwelling are also located on Proposed Lot 1. The existing gravel drive intersects the two proposed lots. Proposed Lot 2 is currently a fenced, grassy area. The proposed lot slopes to the southwest—a stream is located on the adjacent property to the west. A water hydrant is also located on Proposed Lot 2.

The subject property is designated as Rural Residential by the Story County Cornerstone to Capstone (C2C) Comprehensive Plan. The intent of the Rural Residential Designation is to provide “rural housing market choices in unincorporated areas of Story County, typically with larger lot sizes than available within city limits. The existing residential land uses that are found in rural Story County provide a desirable housing market worthy of both protection and cultivation.” Principles for the Rural Residential Designation include:

*Principle 1: Ensure that new development is sensitive to the predominantly rural nature of the areas.*

*Principle 2: Encourage clustering of residential sites to limit the short-term and long-term costs associated with infrastructure improvements and the distribution of public services.*

*Principle 3: Review design and development standards to ensure that conflicts between proposed development and agricultural and natural resources are minimized. Design new residential development to maintain the open character of rural areas and to protect and maintain agricultural uses and sensitive environmental features.*

*Principle 4: When development is adjacent to agricultural uses, provide adequate buffers to minimize conflicts.*



*Principle 6: Encourage proposed development to take access off existing paved roads unless it can be demonstrated that Minimum Levels of Service requirements may be met or development can mitigate impacts.*

*Principle 7: Mitigate and manage stormwater run-off, soil erosion, and wastewater discharge according to IDNR and Story County standards.*

The subject property is located in Grant Township, approximately 2.8 miles south of the City of Nevada. There are four adjacent properties—one contains a dwelling and is located in Black's Agricultural Subdivision. The subdivision also includes an additional lot with a single-family dwelling to the north of the subject property where the applicant resides. Both lots in the Black's Agricultural Subdivision are approximately 38 acres and include portions in crop production.

To the east and adjacent to subject property is a large parcel in agricultural production and the Jennett Heritage Area, a 171 gross acre public hunting and fishing area managed by Story County Conservation. The Jennett Heritage area includes prairies and wetlands.

Including the aforementioned parcels and subject property, there are 26 parcels located within a half mile of the subject property. Eight of these parcels contain single-family dwellings. Of the parcels without single-family dwellings, there are eleven parcels that meet minimum lot size requirements to construct a single-family dwelling in the A-1 Agricultural District and would be candidates to obtain zoning permits from the County for the construction of a single-family dwelling. However, of these eleven parcels, one is the Jennett Heritage Area and one is owned by the City of Nevada and was recently subdivided for a future wastewater treatment plant.

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

#### **87.07(1)(A)**

(1) A subdivision may be submitted for review and approval as a residential parcel subdivision plat when all of the following are true:

- a. The development lots created by the subdivision are intended to be used for residential purposes.
- b. Only two development lots may be created.
- c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead, as defined in Section 85.08, in existence.
- d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property, or public use.
- e. The subdivision lies wholly within the A-1 District. For parcels located within the boundaries of the Ames Urban Fringe Plan, the subdivision must be both zoned A-1 Agricultural and lie wholly within the Rural Service and Agricultural Conservation Area designation.



- f. Both development lots (created by the Residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met.
- g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement.
- h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.
- i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat. The proposal meets all of the above requirements for a Residential Parcel Subdivision Plat.

### **Commentary**

The following comments are part of the official record of the proposed Residential Subdivision Plat – Wirtzy Hill, Case No. 20-17. 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 on February 23, 2018, and the following comments were received.

#### **Story County Planning and Development**

In conversations with the property owner, it was expressed that a potential option for Lot 2 was to build an accessory structure for use as part of a home business. Please note several requirements that apply to home businesses, a full list of which may be found in Section 89.01 of the Story County Land Development Regulations:

- a. An application for a home business must be made with the Planning and Development Department.
- b. One member of the family living in the dwelling on proposed Lot 2 must be employed at the business.
- c. Not more than one accessory building may be utilized for the home business.

An accessory structure may be built in advance of a dwelling if an agreement is signed that a dwelling will be built within two years or a portion of the accessory structure is converted to living quarters within two years.

#### **Environmental Health**

Septic and two wells are both located on proposed lot 1 with the existing house. No concerns for EH.

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



Notification letters were mailed to surrounding property owners, utilities, and emergency services regarding the public meeting on the subdivision request on March 12, 2018. 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 dwelling.

1. All requirements for a Residential Subdivision Plat in Section 87.07 of the Story County Land Development Regulations are met.
2. The subject property is designated as Rural Residential by the Story County Cornerstone to Capstone (C2C) Comprehensive Plan and is consistent with the principles of the designation.
3. Proposed Lot 2 will take access through the existing access off of 620<sup>th</sup>, a paved County Road. A shared access easement is proposed in accordance with Section 88.04(2)(B) of the Story County Land Development Regulations. The easement is shown on the plat. A written easement has also been requested and its receipt is recommended as a condition of approval.
4. Both lots in the proposed subdivision will be over an acre in size (1.39 net-acres), as required by the A-1 Agricultural Zoning District for lots that are created through the residential parcel subdivision process.
5. The subject property is not currently in agricultural use.
6. An existing dwelling is located on proposed Lot 1. A dwelling is also located on the adjacent lot to the west, which is part of the Black's Agricultural Subdivision. Black's Agricultural Subdivision also includes an additional lot with a single-family dwelling to the north of the subject property.
7. There are 26 parcels located within a half mile of the subject property. Eight of these parcels, including the subject property, contain single-family dwellings. Of the parcels without single-family dwellings, there are eleven parcels that meet minimum lot size requirements to construct a single-family dwelling in the A-1 Agricultural District and would be candidates to obtain zoning permits from the County for the construction of a single-family dwelling.
8. To the east and adjacent to subject property is a large parcel in agricultural production and the Jennett Heritage Area.

### **Alternatives**



Story County Planning & Development Staff recommend the approval of Wirtzy Hill Residential Parcel Subdivision Plat, with conditions (alternative #2).

1. The Story County Board of Supervisors approves Resolution #18-89, the Residential Parcel Subdivision Plat – Wirtzy Hill as put forth in SUB20-17.
2. **The Story County Board of Supervisors approves Resolution #18-89, the Residential Parcel Subdivision Plat – Wirtzy Hill as put forth in SUB020-17 with conditions, follows:  
A written access easement for ingress and egress shall be provided prior to recording of the subdivision plat and attachments.**
3. The Story County Board of Supervisors denies Resolution #18-89, the Residential Parcel Subdivision Plat – Wirtzy Hill as put forth in SUB020-17.
4. The Story County Board of Supervisors tables the decision on Resolution #18-89, the Residential Parcel Subdivision Plat – Wirtzy Hill as put forth in SUB020-17, 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 a future Board of Supervisor’s agenda.



Space above for recording data

Prepared By and Return To: Timothy L. Gartin, Att'y at Law, 409 Duff, Ames, IA 50010 515-232-2501

### Consent and Dedication

KNOW ALL PERSONS BY THIS INSTRUMENT:

That **Maple Avenue 239, LC**, does hereby covenant that it is the lawful owner of real estate described as follows:

The Real Estate described on the attached Exhibit A.

The undersigned does hereby certify, acknowledge, and declare that the platting of this real estate to be known as **Wirtzy Hill Subdivision**, is with its free consent and in accordance with its desires as the proprietor.

Maple Avenue 239, LC.

By *[Signature]*  
Josh Wirtz, Manager

Date 3-2-18

State of Iowa, County of Story ) SS.

This record was acknowledged before me on 3-2-18, 2018, by Josh Wirtz as Manager of Maple Avenue 239, LC.

Sign name here →  
Print name here →



*[Signature]*  
Notary Public in and for said State and County  
My commission expires: 2-1-19

Exhibit "A"

Parcel "A" of the South 1/2 of the NE 1/4 of Section 36, Township 83 North, Range 23 West of the 5<sup>th</sup> P.M., Iowa, as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa, on April 26, 2002, as Inst. No. 02-06260, Slide 131 Page 6.

## Consent to Platting

Great Western Bank, as (1) mortgagee of a certain Mortgage executed by **Maple Avenue 239, LC**, as mortgagor, said Mortgage being dated September 1, 2017, and filed in the office of the Recorder of Story County, Iowa, on September 7, 2017, as Inst. No. 17-09179, and (2) grantee of a certain Assignment of Rents executed by Maple Ave 239, LC as grantor, said Assignment of Rents being dated September 1, 2017, and filed in the office of the Recorder of Story County, Iowa, on September 7, 2017, as Inst. No. 17-09180, consents to the platting of the following described real estate located in Story County, Iowa:

The Real Estate described on the attached Exhibit A.

said real estate to be platted and known as **Wirtzy Hill Subdivision**.

This consent is executed pursuant to §354.11, Code of Iowa.

Great Western Bank

by [Signature] Date 3/2/18  
Print name: DAVID TUCKER

Print office: GREAT WESTERN BANK  
ASST. VICE PRESIDENT

State of Iowa, County of IOWA ) SS.

This record was acknowledged before me on 3/2,  
2018, by DAVID TUCKER as VICE PRESIDENT of  
Great Western Bank.

Sign name here   
Print name here

[Signature]  
Kateena Blomker  
Notary Public in and for said State and County  
My commission expires: 8/23/2019



**Kateena Blomker**  
Commission No. 748533  
My Commission Expires  
August 23, 2019

**Exhibit "A"**

**Parcel "A" of the South 1/2 of the NE 1/4 of Section 36, Township 83 North, Range 23 West of the 5<sup>th</sup> P.M., Iowa, as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa, on April 26, 2002, as Inst. No. 02-06260, Slide 131 Page 6.**

## ATTORNEY'S OPINION

I, Timothy L. Gartin, hereby state that I am an Attorney at Law, duly admitted to the practice of law in the State of Iowa, and a member of the firm of Hastings, Gartin & Boettger, LLP, with offices at 409 Duff, Ames, IA 50010. I further state that I have examined the Abstract of Title to the following described real estate, located in Story County, Iowa:

The Real Estate described on the attached Exhibit A.

from the date of the Root of Title thereof, down to and including February 5, 2018, at 8:00 A.M., which abstract was last certified by Abstract & Title Services of Story County. The real estate has been subdivided and is now to be known as **Wirtzy Hill Subdivision**.

Based upon information within the Abstract of Title, it is my opinion that the fee simple title to said real estate is in **Maple Avenue 239, LC, a/k/a Maple Ave 239, LC**, and that said real estate is free from all encumbrances excepting, however, the following:

- a. Mortgage to Great Western Bank, dated September 1, 2017, and recorded on September 7, 2017 as Inst. No. 17-09179 of the records of the Story County Recorder.
- b. Assignment of Rents, dated September 1, 2017, and recorded on September 7, 2017 as Inst. No. 17-09180 of the records of the Story County Recorder.

It is my opinion that the real estate is further subject to easements and restrictions of record and the Zoning and Land Use Ordinances of Story County, Iowa.

Dated March 2, 2018.

Hastings, Gartin & Boettger, LLP

by



Timothy L. Gartin  
409 Duff Ave.  
Ames, IA 50010  
515-232-2501

Exhibit "A"

Parcel "A" of the South 1/2 of the NE 1/4 of Section 36, Township 83 North, Range 23 West of the 5<sup>th</sup> P.M., Iowa, as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa, on April 26, 2002, as Inst. No. 02-06260, Slide 131 Page 6.

**Certificate of the Treasurer  
of  
Story County, Iowa**

I, Renee M. Twedt, Treasurer of Story County, Iowa, hereby certify that the records in this office now show that the real estate described in the attached plat and known as Wirtzy Hill Subdivision, is free from taxes and special assessments as of this date.

Parcel No. 10-36-200-475

Dated this 9<sup>th</sup> day of March, 2018.

Renee M Twedt by Archie A. Balaban  
Renee M. Twedt Deputy  
Treasurer, Story County, Iowa

March 20, 2018

**Comments from Michelle Harland regarding the Wirtzy Hill Residential Parcel Subdivision**

I have concerns regarding the parcel subdivision being reviewed at 27407 620th Ave, Nevada, Iowa. I own the property at 27311 620th Ave, which surrounds the 2.78 acres under review.

When I purchased the 38 acres in Lot 2 of Black's Agricultural Subdivision back in 2008 it was done with the intent to utilize the property as described in Chapter 86 of the Land Development Regulations: District Requirements. A single family home was constructed along with accessory buildings to accommodate crop and/or livestock production. The purpose was to live in a rural area and not be surrounded by new houses and additional neighbors. On my 38 acres I currently have both crop and livestock production taking place. I have lived at this location for nine years with no issues. I have serious concerns about potential tenants or homeowners unfamiliar with agriculture living so close to my property and complaining about my livestock and/or livestock guardian dog. This would defeat the purpose of buying a rural property designed to accommodate agriculture.

I believe splitting the original single family dwelling from the other 1.39 acres is doing a disservice to the property. It will be decreasing appeal and/or resale of the original farmstead because it removes the opportunities a small acreage offers when taking away half of the already limited amount of land that is there. A house with a few acres would still allow an individual or family to have an animal or two if they so desired.

Yes, the parcel subdivision meets the requirements to be split. However, is that really the best use of the property (The A-1 District is intended and designed to accommodate land uses compatible with agriculture and to protect agricultural land from encroachment of urban land uses. The areas are intended to preserve rural character by limiting the development of most new non-farm dwellings to large lots)? Historically, individuals that purchase 1 acre lots in a rural area typically have no connection to agriculture.



**Story County Planning and Development**

Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201  
Ph. 515-382-7245 [www.storycountyia.gov](http://www.storycountyia.gov)

**APPROVED**

**DENIED**

Board Member Initials: AS

Meeting Date: 3/20/18

Follow-up action: approval of Landus Cooperative Site Development Plan & Zoning Permit Application.

**MEMORANDUM**

**Date: March 14, 2018**

**TO:** Story County Board of Supervisors  
**FROM:** Emily Zandt, Planning and Development  
**RE:** Zoning Permit and Site Development Plan for the proposed Landus Cooperative Receiving, Storage, and Load-out Facility, located at 69866 Hwy 210, Collins, IA.

Landus Cooperative plans to construct a proposed Receiving, Storage, and Load-out Facility for grain including three 105' diameter steel bins, two additional receiving pits, a scale, dryer, and an automated load out at the property located at 69866 Hwy 210 southwest of the City of Collins. An office building is also planned for the future. The existing grain receiving and storage locations in the Collins area (Collins in-town facility, Maxwell in-town facility, and Collins bunker facility south of town (proposed site)) have been found to be inefficient and insufficient in terms of storage capacity. Landus Cooperative hopes to increase storage capacity and enhance customer experience by reducing scale-to scale dump times. More detailed information can be found in the business case that has been uploaded to the Agenda Center.

The proposed grain facility will be located on the 12.82-acre site currently zoned A-2 Agribusiness. With this project, Landus Cooperative plans to expand the property to the south and west by 150' to provide additional open space for setback requirements. Landus Cooperative expects a survey to be completed in the next several days showing the proposed parcel expansion. A recorded survey will be required prior to the issuance of the preliminary development permits.

The site contains an existing flat storage grain handling facility, which was constructed in 2007 under a zoning permit issued by Story County. The proposed three steel bins, dryer, towers, electrical building, and receiving building will be constructed to the east of the existing flat storage. The height of the grain bins will be 135'2" and the height of the elevator structures will be 175' 2". The proposed future office (27' x 40') will be located to the north of the existing flat storage and parking, including an ADA compliant space, will be provided along the west side of the building. There is a new scale (14' x 90') and one 10' x 14' tower that are proposed to be located within the required 50' setback from the south property line. The addition of the 150' to the south will allow the south tower and the scale to meet setback requirements. No preliminary development permits will be issued prior to the recording of the Parcel Line Adjustment/Plat of Survey.

There is an existing gravel drive with an entrance from the northwest corner of the site off of Highway 210. An additional 72,620 square feet of gravel will be added to the south and east of the existing flat grain storage. Grain truck traffic will enter the site from Highway 210, proceed south along the western edge of the property, travel east along the south property line to the new scale and travel east and north to the receiving grain building or the existing receiving grain pit. From the receiving grain building/pit, traffic will head northwest back toward the access to Highway 210. A contact from the Iowa Department of Transportation has communicated that no improvements will be required at this time.

The site will include a LP tank that will be enclosed with a 6' tall fence, secured with a lock. The proposed site plan includes grading to the north of the proposed improvements for future grain storage. All future structures and site improvements will require site plan and zoning permit approval by the Board of Supervisors. This site plan includes the addition of 111,490 square feet of impervious surface. A Native



## Story County Planning and Development Department

Grass Planting area of 23,000 square feet is proposed near the center of the property to meet the Landscaping requirement of the Story County Land Development Regulations. Landus Cooperative has submitted a Notice of Intent for NPDES Coverage Under General Permit to the Iowa Department of Natural Resources (DNR). Erosion control measures will be placed on site and are indicated on the site plan.

Story County Planning and Development has received a phone call from an adjacent residential property owner expressing concerns about truck traffic, impact on view, and noise from the proposed improvements. This information has been passed along to the project manager.

Based on the Site Development Plans, Zoning Permit applications, and additional background information submitted, Planning and Development staff recommends the Board of Supervisors approve the Zoning Permit applications and Site Development Plans for the proposed Landus Cooperative Receiving, Storage, and Load-out Facility.











# Story County Planning and Development

900 6th Street, Nevada, Iowa 50201  
 (515) 382-7245 — pzweb@storycountyiaowa.gov — www.storycountyiaowa.gov

# ZONING, HOME BUSINESS, AND SIGN PERMITS



## 1. Property Owner\*

(Last Name) Landus Cooperative  
 (First Name) \_\_\_\_\_  
 (Address) 2321 North Loop Drive  
 (City) Ames (State) IA (Zip) 50010  
 (Phone) 515-686-1895 (Email) brett.bell@landuscooperative.com

## 2. Applicant (if different than owner)

(Last Name) \_\_\_\_\_ (First Name) \_\_\_\_\_  
 (Address) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_  
 (Phone) \_\_\_\_\_ (Email) \_\_\_\_\_

**APPROVED** Board Member Initials: \_\_\_\_\_  
**DENIED** Meeting Date: \_\_\_\_\_  
 Follow-up action: of Town Board  
of Board of Supervisors  
of Board of Commissioners

## 3. Property Address

69866 HWY 210 Collins, IA 50055  
 Parcel ID Number(s) 16-29-200-230

## 4. Certification and Signature

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 inspection.  
 \*Acknowledgement of property owner is required and may occur via email or signature of this application.

Property Owner Signature [Signature] Date 5/15/15 Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

### Zoning

Type of Structure: Commercial grain facility  
 Use of Structure: Receiving and storage of grain  
 Dimensions: 425 ft X 275 ft  
 Height: 185 ft  
 Current # of Bedrooms: NA  
 # of Bedrooms to be added: NA

Non-Commercial  
 Commercial/Other Use

**Submittal Requirements**

Filing Fee (required prior to processing): See Valuation sheet  
 Site Development Plan showing proposed building in relation to property and setbacks thereof, as well as conformance to all sections of Chapter 88 of the Story County Code of Ordinances  
 Blue Prints/Construction Drawings

### Home Business

Business Name: \_\_\_\_\_  
**Submittal Requirements:**

Filing Fee (required prior to processing): \$50  
 Site Development Plan showing business layout on property as well as conformance to all sections of Chapter 88 and 89 of the Story County Code of Ordinances  
 Floorplan showing business interior layout in dwelling/building as well as conformance to all sections of Chapter 89 of the Story County Code of Ordinances  
 Written narrative explaining proposed home business and conformance to the standards for approval in Section 89.01(1) of the Story County Code of Ordinances

### Sign

Dimensions: \_\_\_\_\_  
 Height: \_\_\_\_\_  
**Submittal Requirements:**

Filing Fee (required prior to processing): \$50  
 Site Development Plan showing proposed external (freestanding) sign in relation to property and setbacks thereof  
 Elevation drawings of proposed external wall sign showing dimensions of wall and location of wall sign on building. Include dimensions of building wall.  
 Sketch/drawing of proposed sign showing height and dimensions  
 Other items as determined by the Director

Receipt No. \_\_\_\_\_  
 Receipt Amount \_\_\_\_\_

Be sure to complete both sides of this form



IOWA DEPARTMENT OF NATURAL RESOURCES  
ENVIRONMENTAL SERVICES DIVISION  
NOTICE OF INTENT FOR NPDES COVERAGE UNDER GENERAL PERMIT

CASHIER'S USE ONLY  
0253-542-SW08-0581  
Name

No. 1 FOR "STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY"  
or  
No. 2 FOR "STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FOR CONSTRUCTION ACTIVITIES"  
or  
No. 3 FOR "STORM WATER DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY FOR ASPHALT PLANTS, CONCRETE BATCH PLANTS, ROCK CRUSHING PLANTS, AND CONSTRUCTION SAND AND GRAVEL FACILITIES."

PERMIT INFORMATION  
Has this storm water discharge been previously permitted?  Yes  No  
If yes, please list authorization number \_\_\_\_\_  
Under what General Permit are you applying for coverage?  
General Permit No. 1  General Permit No. 2  General Permit No. 3

PERMIT FEE OPTIONS

For coverage under the NPDES General Permit the following fees apply:

- Annual Permit Fee \$175 (per year) Maximum coverage is one year.
- 3-year Permit Fee \$350 Maximum coverage is three years.
- 4-year Permit Fee \$525 Maximum coverage is four years.
- 5-year Permit Fee \$700 Maximum coverage is five years.

Checks should be made payable to: Iowa Department of Natural Resources.

FACILITY OR PROJECT INFORMATION

Enter the name and full address/location (not mailing address) of the facility or project for which permit coverage is requested.  
NAME: Landus Cooperative  
STREET ADDRESS OF SITE: 69866 Highway 210  
CITY: Collins STATE: IA ZIP CODE: 50055

CONTACT INFORMATION

Given name, mailing address and telephone number of a contact person (Attach additional information on separate pages as needed). This will be the address to which all correspondence will be sent and to which all questions regarding your application and compliance with the permit will be directed.  
NAME: Art Currier - Environmental Specialist  
PHONE: 515-291-7089

COMPANY NAME (if applicable): Landus Cooperative

STREET ADDRESS: 2321 North Loop Drive, Suite 220

CITY: Ames STATE: IA ZIP CODE: 50010

E-mail address (if available): art.currier@landuscooperative.com

Check the appropriate box to indicate the legal status of the operator of the facility.

Federal  State  Public  Private  Other (specify) \_\_\_\_\_

SIC CODE (General Permit No. 1 & 3 Applicants Only)

[Empty box for SIC CODE]

SIC code refers to Standard Industrial Classification code number used to classify establishments by type of economic activity.

Color-coded section:  
Member Initials  
APPROVED  
DENIED

**FACILITY LOCATION OR LOCATION OF CONSTRUCTION SITE**

Give the location by ¼ section, section, township, range, (e.g., NW, 7, T78N, R3W).

¼ SECTION	SECTION	TOWNSHIP	RANGE
NE	29	82	21

MAIL TO:  
**STORM WATER COORDINATOR**  
**IOWA DNR**  
**502 E 9<sup>TH</sup> ST**  
**DES MOINES IA 50319-0034**

**OWNER INFORMATION**

Enter the name and full address of the owner of the facility.

NAME: Landus Cooperative

PHONE: 515-817-2139

STREET ADDRESS: 2321 North Loop Drive, Suite 220

CITY: Ames

STATE: IA

ZIP CODE: 50010

Owner E-mail address (if available): art.currier@landuscooperative.com

**OUTFALL INFORMATION**

Discharge start date, i.e., when did/will the site begin operation or 10/1/92, whichever is later: 4/16/18

Is any storm water monitoring information available describing the concentration of pollutants in storm water discharges?

 Yes  No**NOTE:** Do not attach any storm water monitoring information with the application.

Receiving water(s) to the first uniquely named waterway in Iowa (e.g., road ditch to unnamed tributary to Mud Creek to South Skunk River): Road ditch to Indian Creek

## Compliance With The Following Conditions:

Has the Storm Water Pollution Prevention Plan been developed prior to the submittal of this Notice of Intent and does the plan meet the requirements of the applicable General Permit? (do not submit the SWPPP with the application)

Yes No

Will the Storm Water Pollution Prevention Plan comply with approved State (Section 161A.64, Code of Iowa) or local sediment and erosion plans? (for General Permit 2 only)

Has a public notice been published for at least one day, in the newspaper with the largest circulation in the area where the discharge is located, and is the proof of notice attached? (new applications only)

 **GENERAL PERMIT NO. 2 AND GENERAL PERMIT NO. 3 APPLICANTS COMPLETE THIS SECTION.**

Description of Project (describe in one sentence what is being constructed):

Grain handling equipment and storage structures

For General Permit No. 3 - Is this facility to be moved this year?  Yes  NoNumber of Acres of Disturbed Soil: 10  
(Construction Activities Only)Estimated Timetable For Activities / Projects, i.e., approximately when did/will the project begin and end:  
3/8/18-10/1/18**CERTIFICATION – ALL APPLICATIONS MUST BE SIGNED****Only the following individuals may sign the certification:** owner of site, principal executive officer of at least the level of vice-president of the company owning the site, a general partner of the company owning the site, principal executive officer or ranking elected official of the public entity owning the site, any of the above of the general contracting company for construction sites.

I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified people properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, this information is to the best of my knowledge and belief, true, accurate, and complete. I further certify that the terms and conditions of the general permit will be met. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

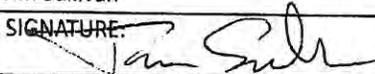
NAME: (print or type)

Tim Sullivan

TITLE AND COMPANY NAME OF SIGNATORY:

VP of Safety, Quality and Environmental

SIGNATURE:



DATE:

3/7/18

Proof Of Publication In  
THE AMES TRIBUNE

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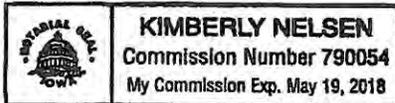
STATE OF IOWA, STORY COUNTY, ss.

I, Scott Anderson, on oath depose and say that  
I am Publisher of **THE AMES TRIBUNE**,  
a daily newspaper, published at Ames,  
Story County, Iowa; that the annexed printed

**LANDUS COOPERATIVE**  
**Storm Water Discharge Notice**

was published in said newspaper  
1 time(s) on March 2, 2018  
the last of said publication  
was on the 2nd day of March, 2018

*Scott Anderson*



*Kimberly Nelsen*

Notary Public  
sworn to before me and subscribed in my  
presence by Scott Anderson  
this 2nd day of March, 2018

**AMT: \$16.29**  
**AD #: 1086694**  
**ACCT: 156999**

**#1086694**  
**PUBLIC NOTICE OF**  
**STORM WATER DISCHARGE**

Landus Cooperative plans to submit a Notice of Intent to the Iowa Department of Natural Resources to be covered under the NPDES General Permit

General Permit No. 2 - Storm Water Discharge Associated with Industrial Activity for Construction Activities

The storm water discharge will be from addition to existing facility located in NE, S 29, T 82 R 21, Story County

Storm water will be discharged from one point source(s) and will be discharged to the following streams: Indian Creek.

Comments may be submitted to the Storm Water Discharge Coordinator, Iowa Department of Natural Resources, Environmental Services Division, 502 E 9th St, Des Moines IA 50319-0034. The public may review the Notice of Intent from 8:00am to 4:30 pm, Monday through Friday, at the above address after it has been received by the department.

Published in the Ames Tribune on  
March 2, 2018 (1T)



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# BUSINESS CASE – CAPX REQUEST

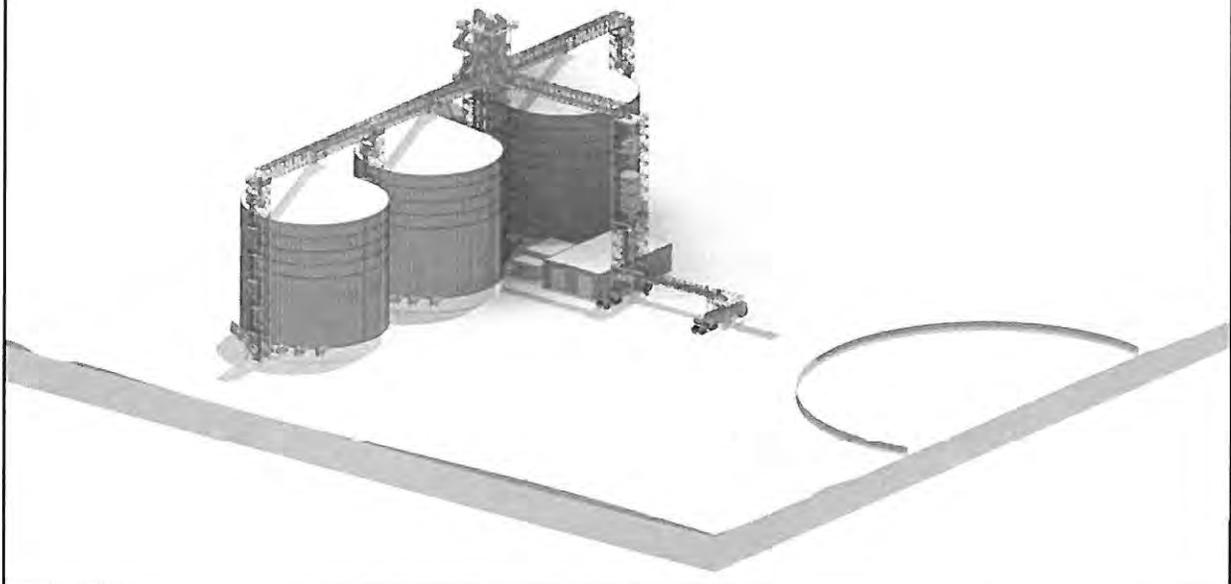
Greenfield Grain Expansion at Collins, IA – February 2018

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## ***NEW RECEIVING, STORAGE AND LOAD-OUT***

***LANDUS COOPERATIVE***

***COLLINS, IA***



## TABLE OF CONTENTS

- 1. Executive Summary**
  - A. Overview
  - B. Current State and Statement of Project Need
  - C. Project Scope
  - D. Recommendation
- 2. Market Analysis**
  - A. Acres and Production
- 3. Appendix**

1) EXECUTIVE SUMMARY

A. OVERVIEW

This business case has been prepared to assess the strategic value of a major capital investment for the expansion of grain storage and receiving capacity at Collins, IA. If approved, construction would begin in March of 2018, with projected operations commencing in mid-September of 2018. This report documents the need for the additional capacity, outlines the strategic potential, the expected economics and provides a summary of project management.

B. CURRENT STATE AND STATEMENT OF PROJECT NEED

There are three grain receiving and storage locations in the Collins area. There is a location in-town at Collins, a bunker system for corn south of Collins and a location in-town at Maxwell.

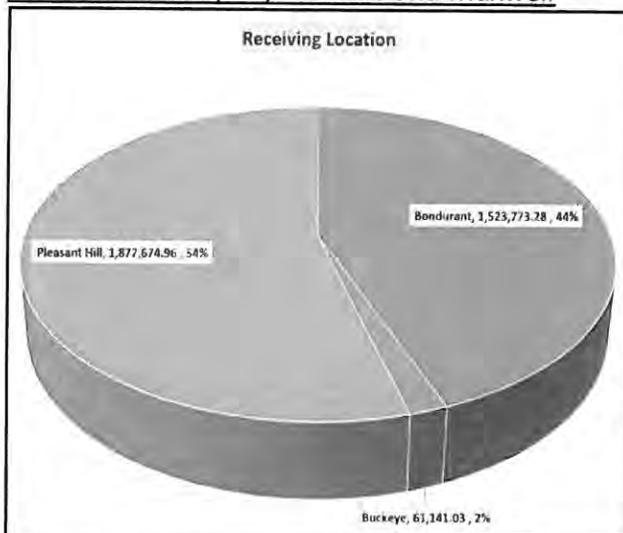
The in-town locations at Collins and Maxwell are legacy upright steel facilities. These facilities have historically been used for both corn and soybean receipts and storage. The assets are aging and are undersized (both storage and receiving capacity). The grain bunker system south of Collins is an 968,000-bushel bunker with 20,000 bushel per hour (bph) receiving capacity.

Two main drivers support expansion of grain receiving and storage capacity in the Southeast Region, specifically at the Collins bunker site.

- Inefficiency of the in-town locations at Collins and Maxwell
- Historical harvest receipts exceed storage capacity (Collins and Maxwell combined)
  - 2016 Harvest Location Rank - 5<sup>th</sup> (1,460,483-bushel storage space shortage)
  - 2017 Harvest Location Rank - 1<sup>st</sup> (1,324,918-bushel storage space shortage)

In FY2017, transfers of grain at harvest to Pleasant Hill are considered normal shipments to market. Transfers of grain to Bondurant (1.5MM bushels in FY2017) were made to provide harvest time receiving capacity at Collins and Maxwell.

FY2017 Intercompany – Collins and Maxwell



Bushels that flow to other Landus Cooperative truck storage locations such as Bondurant during harvest, create additional costs.

Additional receiving capacity and storage will enhance customer experience by reducing scale-to-scale dump times. Collins ranked 44<sup>th</sup> and 33<sup>rd</sup> and Maxwell ranked 26<sup>th</sup> and 30<sup>th</sup> in 2016 and 2017 respectively, in scale-to-scale dump time.

C. PROJECT SCOPE AND ECONOMICS

A thirty-year financial model was evaluated, based upon the scope and assumptions of the proposed project. *See Appendix for model assumptions and expanded scope detail.*

- **Proposed Scope:** Construct three 105' diameter steel bins (approximately 2.2MM bushels), two additional receiving pits (40,000 bph receiving capacity), a scale, dryer, office and an automated load out.

D. RECOMMENDATION

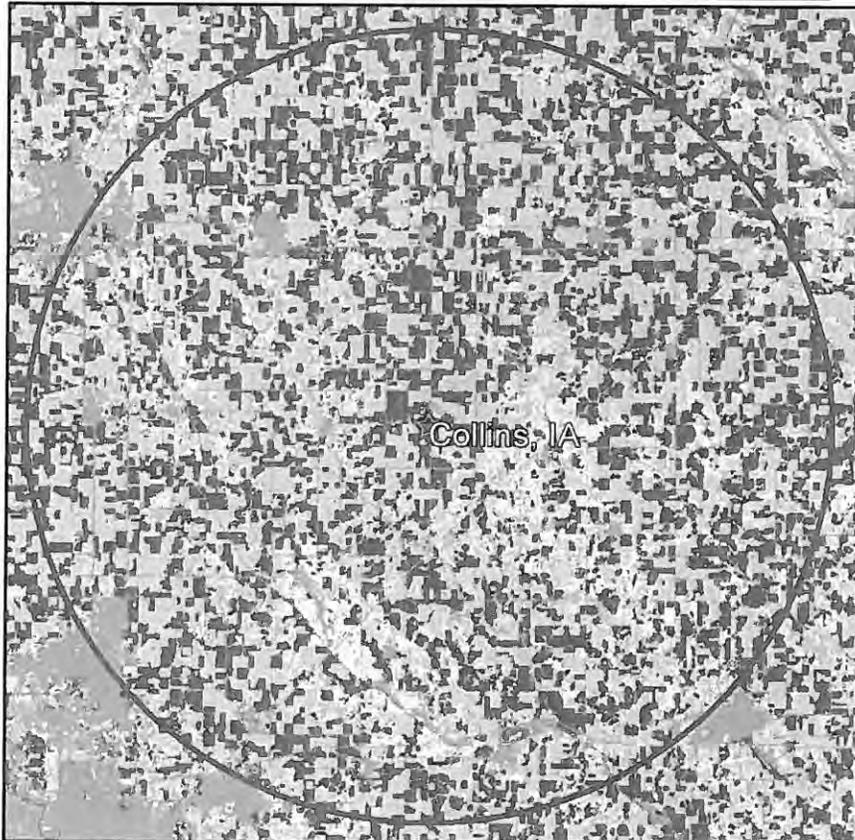
Management recommends the approval of Capital to be invested in grain receiving and storage capacity, according to the proposed scope, at the bunker site south of Collins, IA.

2) MARKET ANALYSIS

A. ACRES AND PRODUCTION

A market analysis was conducted using a calculated 18-mile\* service radius around Collins, IA. 2017 acres and ten-year average yield-per-acre history was utilized to calculate grain production within this radius. In 2016, an average of 212 bushels per acre (bpa) of corn and 59 bpa of soybeans were produced - both record highs. The USDA ten-year historical average for corn is 174 bpa and 52 bpa. for soybeans.

Crop Density Map - 18-mile effective service radius from Collins, IA



The 18-mile service radius was calculated by utilizing an equation developed by the Landus Cooperative grain and strategy teams. The equation factors receiving capacity (speed) and storage capacity (space) in the calculation.

The proposed addition of 40,000 bph receiving capacity and 2.2MM in storage capacity, expand the effective service radius of Collins from 13-miles to 18-miles.

*For more information, see radius calculation in the appendix.*

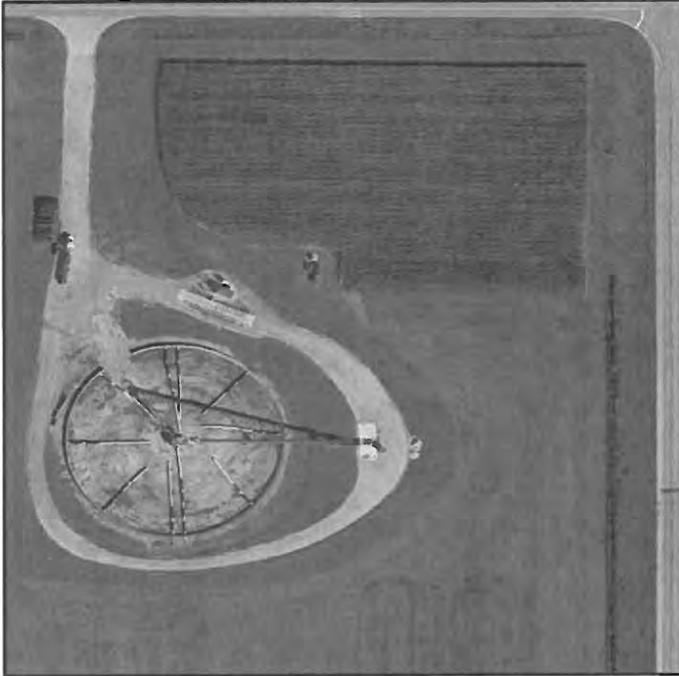
USDA – CropScape

*\* Increase in speed and space results in an expanded effective radius for Collins/Maxwell from 13 to 18-miles.*

3) APPENDIX

Current Collins, IA Grain Facilities

South of Town – Collins, IA



- 968,000-bushels effective corn storage
  - Bunker
- 20,000 bph receiving capacity
- Out of town
- Room for expansion of grain and agronomy
- Recommendation is to expand with greenfield upright steel storage

## **PROPOSED PROJECT**

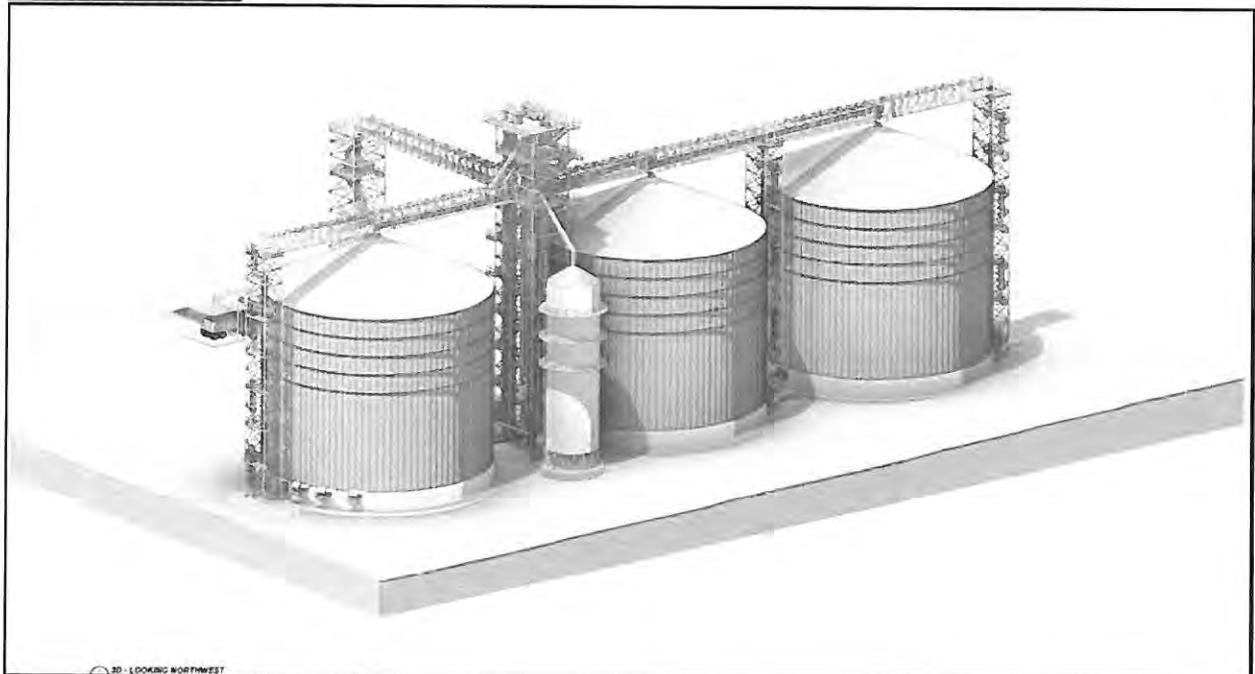
### *Scope - Summary*

<b>Item</b>	<b>Description</b>
<b>Land</b>	Purchase 150' on the South and Western edges of the current property - 5.5 acres
<b>Bins</b>	Three Brock or GSI 105' diameter steel bins with 748,818 bu. capacity on corn at 6% pack factor
<b>Bucket Elevators</b>	20,000 bph, Schlagel or Intersystems manufacture with 4B buckets
<b>Distributors</b>	Schlagel manufacture
<b>Dryer</b>	GSI 7,000 bushel per hour (LP dryer)
<b>Conveyors</b>	Global Fabrication manufacture. Receiving pit 2 @ 20,000 bph, Top = 40,000 bph, Reclam = 20,000 bph
<b>Scale</b>	New 14' X 80' inbound scale (above ground)
<b>Office</b>	Office, Septic, Well and Electrical
<b>Bin Sweeps</b>	3 - Maverick Single Arm
<b>Receiving pits</b>	2 - 10' X 27'
<b>Dust Control</b>	Donaldson Torit CPV-4 power core filters & Dust oil system
<b>Loadout Structure</b>	20,000 bph automated weighing system with 5,000 smooth wall steel bin hopper
<b>Receiving Building</b>	Pre-engineered metal building over the dump pits

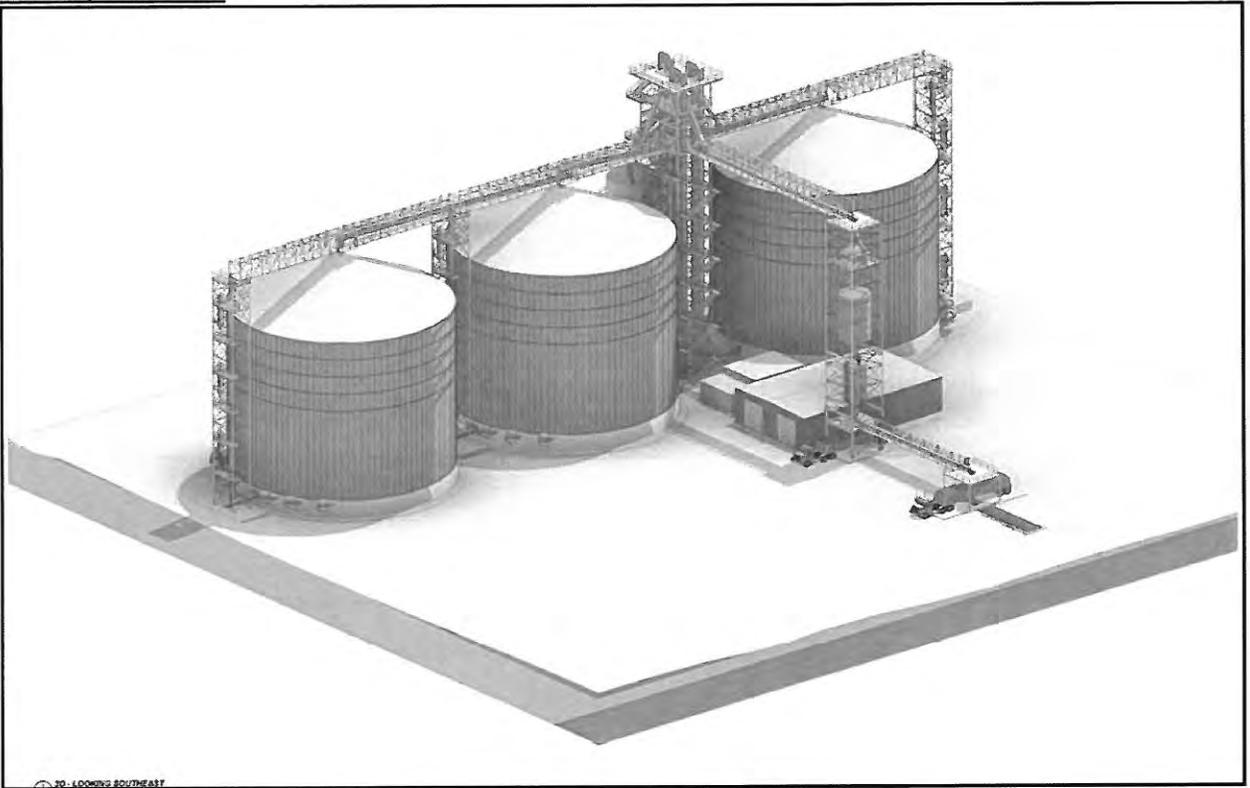
*Detailed scope documents and drawings are available upon request*

## **PROPOSED SITE DRAWINGS**

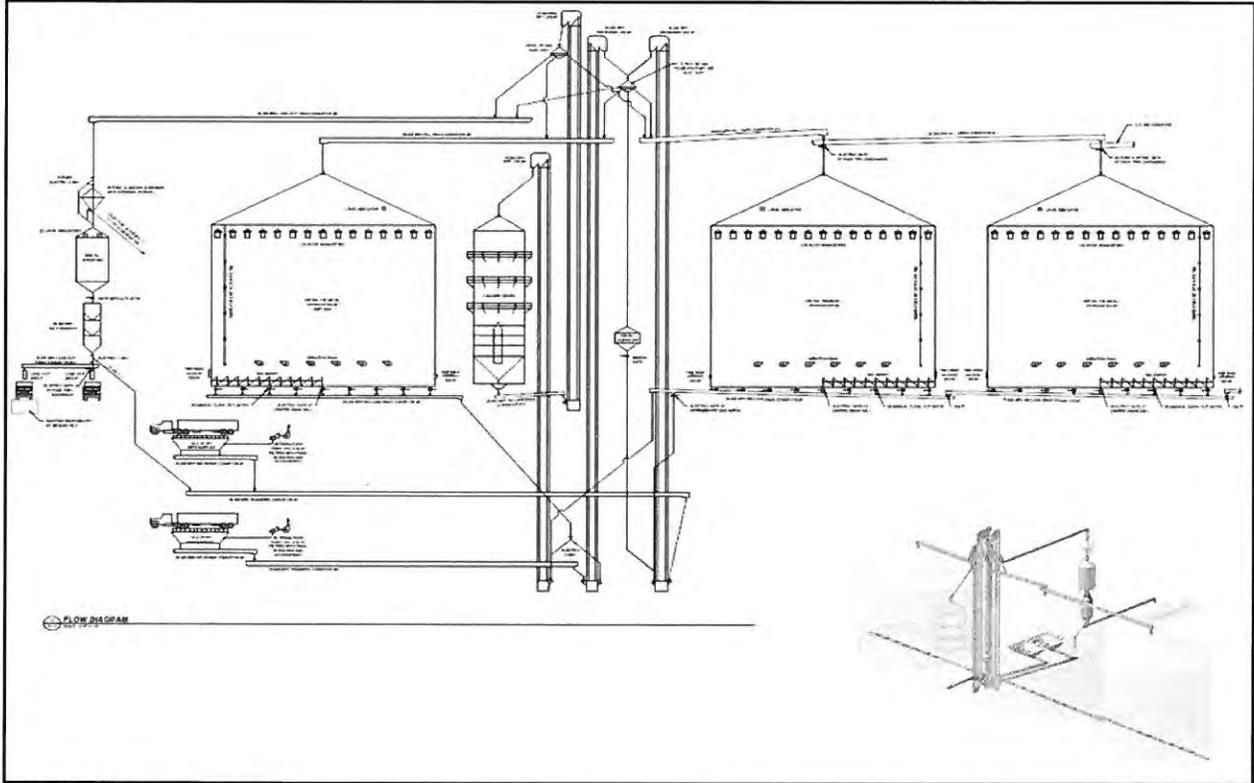
### *Looking Northwest*



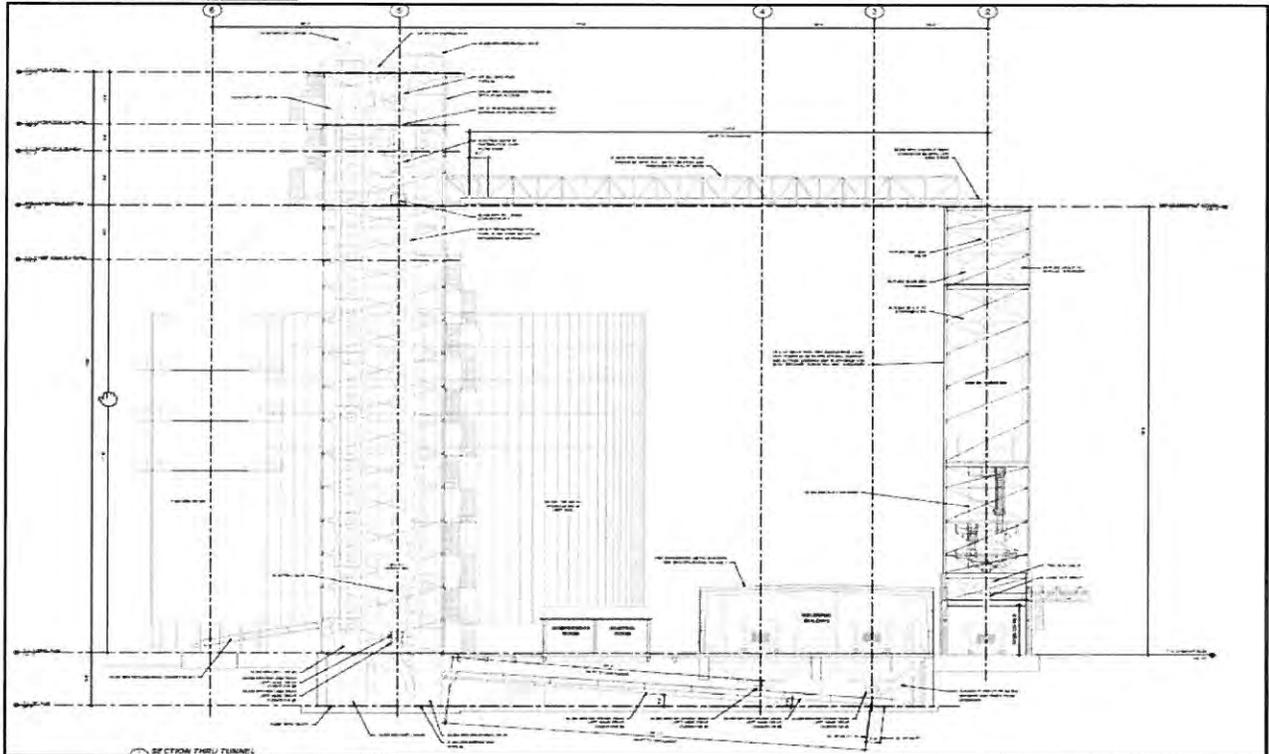
Looking Southeast



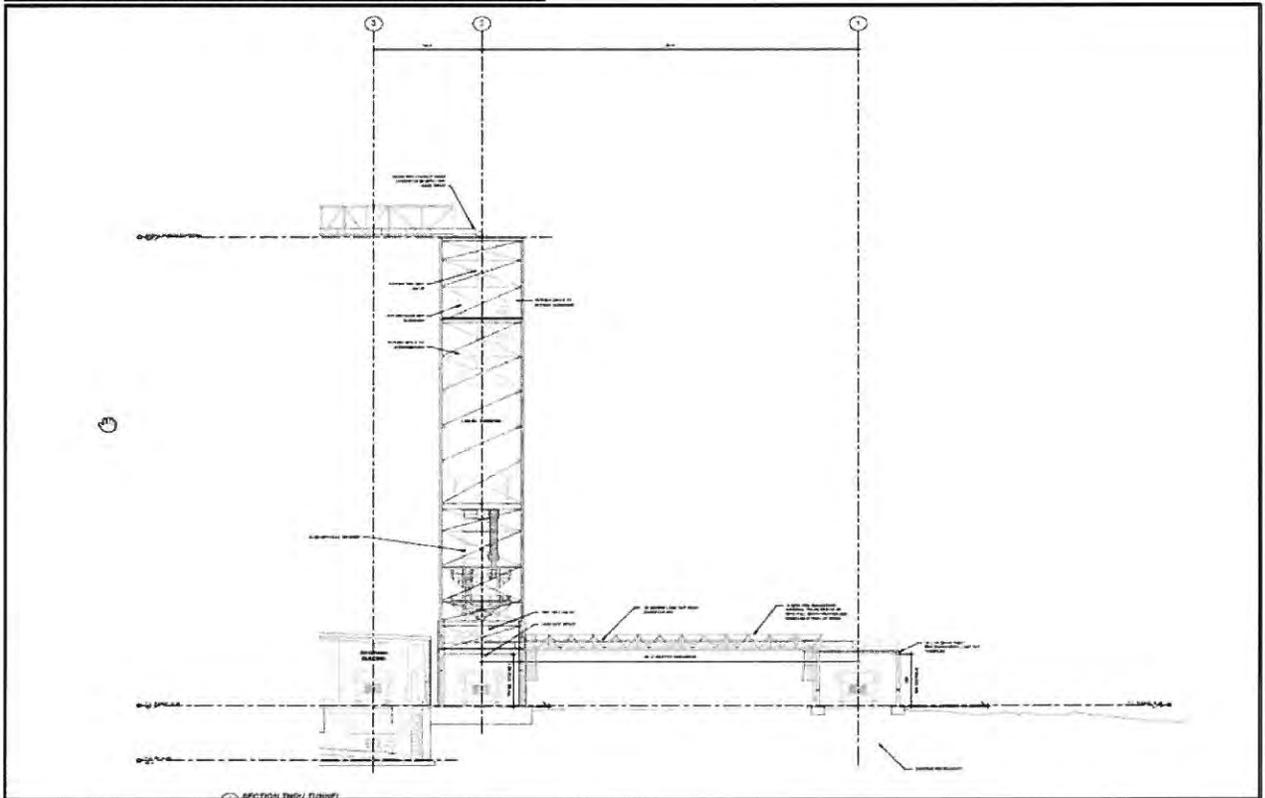
Flow Diagram



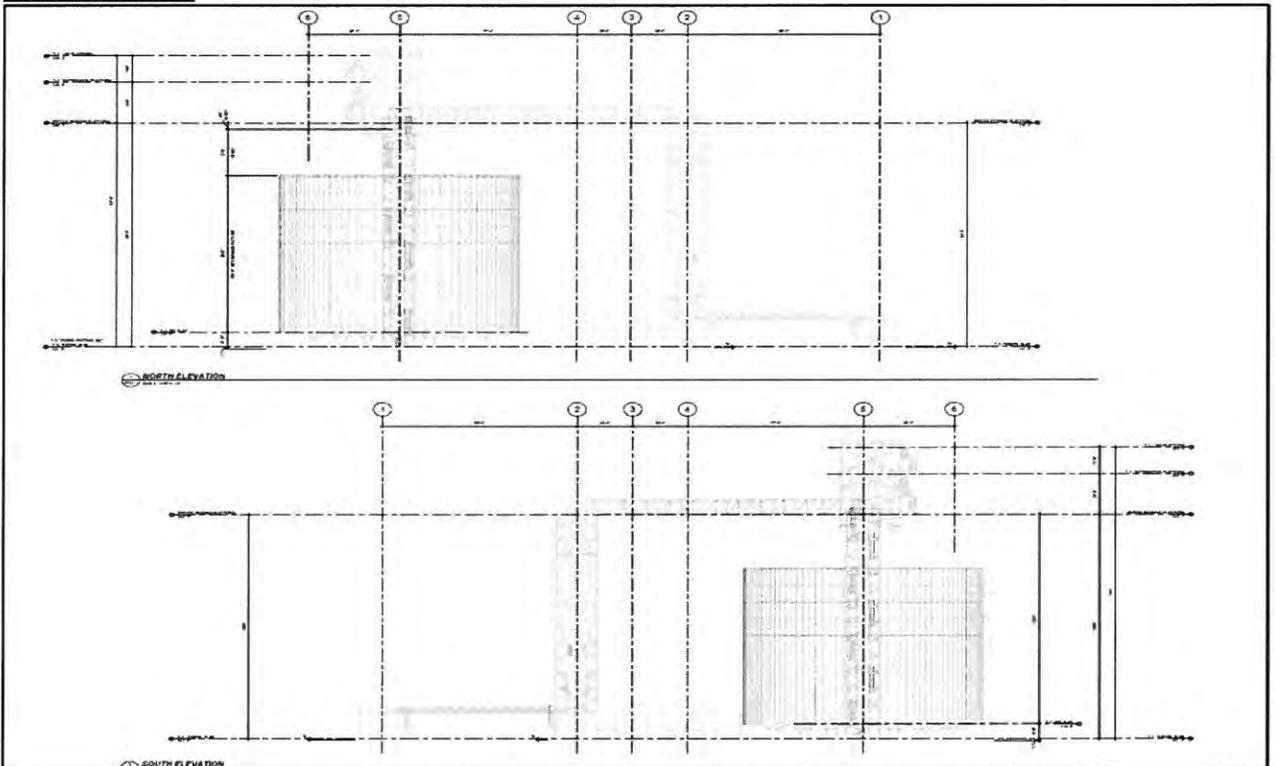
Section Through Tunnel



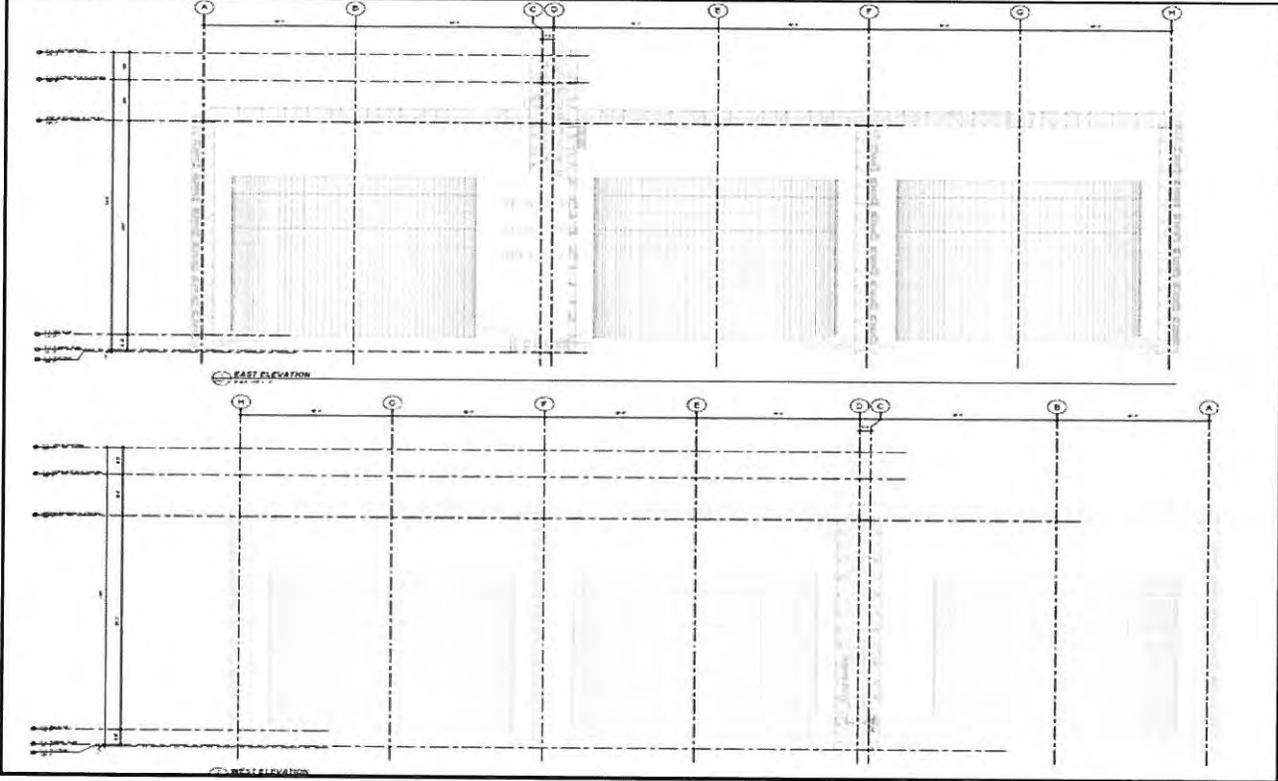
Section Through Tunnel to Bunker Receiving



South Elevation

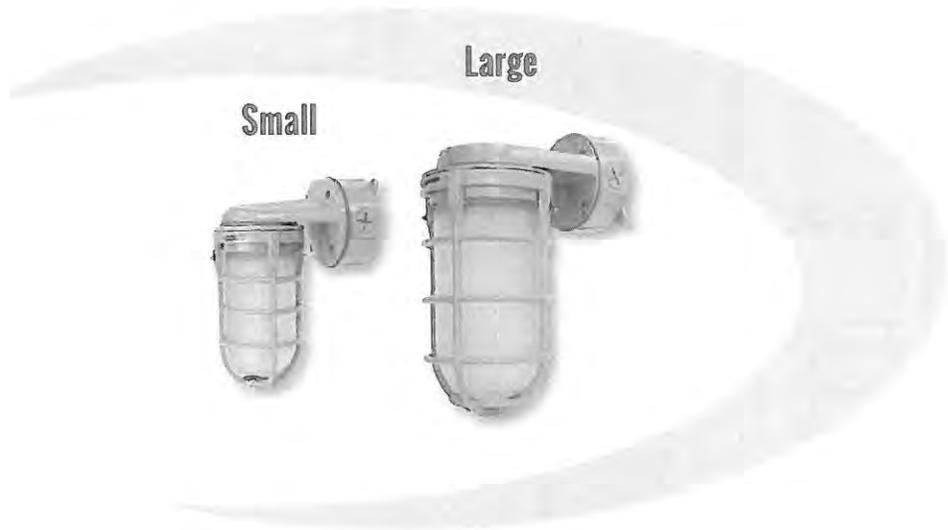


West Elevation



# E-VT3, E-VT6 Series

LED Vapor Tights - Wall Mount - Small & Large  
 Replaces 100W / 120W Incandescent



### Durable

- Rugged, time-tested design
- Sturdy housing and frosted glass globe

### Versatile

- Protects against dust & moisture
- Even clean light with several mounting options (see E-VT1, E-VT2, E-VT4, E-VT5)

### Recommended Use

- Cold storage
- Manufacturing
- Bridges & tunnels

### Input Voltage

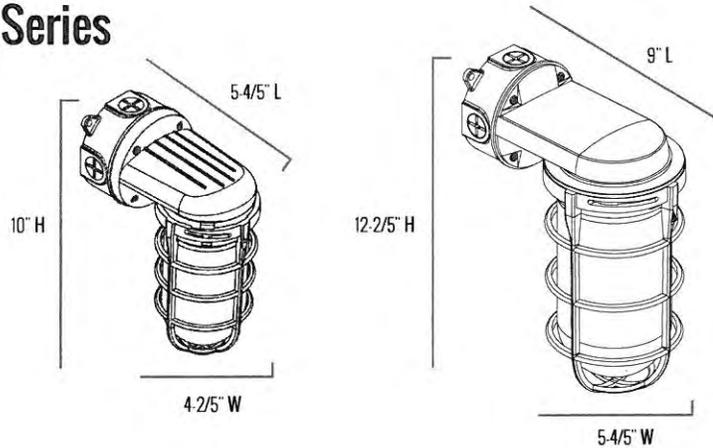
- 120V Operation

### Certifications



**e-conolight** | Quality Products, Affordably Priced.

# E-VT3, E-VT6 Series



## Series Overview

DIMENSIONS	PRODUCT WEIGHT	MOUNTING HEIGHT	SPACING
5-4/5" L x 4-2/5" W x 10" H (Small)	3.3 lbs. (Small)	8 to 12 feet	12 feet
9" L x 5-4/5" W x 12-2/5" H (Large)	5.2 lbs. (Large)		

## Fixture Specifications

<b>HOUSING</b>	Die cast aluminum housing and lamp guard Gray polyester powder-coat finish
<b>LENS ASSEMBLY</b>	Screw-in, frosted glass globe provides uniform light distribution
<b>MOUNTING</b>	Die-cast aluminum 4" junction box Five threaded and plugged 3/4" conduit entry points

## Electrical Performance

OPERATING RANGE	LIFESPAN <small>L<sub>70</sub> AT 25°C (77°F)</small>	POWER FACTOR	TOTAL HARMONIC DISTORTION	DIMMABLE
-40°C (-40°F) - 51°C (124°F)	Estimated 172,000 Hours (Small) 118,000 Hours (Large)	> 0.9	< 20%	No
<b>INPUT VOLTAGE</b>	<b>120V</b>	<b>208V</b>	<b>240V</b>	<b>277V</b>
<b>Current Draw (Amps)</b>	0.11A (Small) 0.16A (Large)	---	---	---

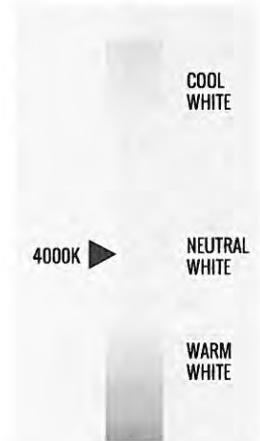
## Warranty & Certifications

WARRANTY	UL LISTED	DLC	ENERGY STAR
5-Year Limited	Wet Locations	---	---

## Output Specifications

SKU	LIGHT OUTPUT	COLOR TEMP <small>(See chart)</small>	POWER CONSUMPTION	COLOR ACCURACY	REPLACES
<b>E-VT3L141NG</b> (Small)	900 Lumens	Neutral White (4000K)	14W	≥ 70 CRI	100W Incandescent
<b>E-VT6L221NG</b> (Large)	1200 Lumens	Neutral White (4000K)	22W	≥ 70 CRI	120W Incandescent

## CORRELATED COLOR TEMPERATURE (CCT)



Due to continuous product improvement, information in this document is subject to change.

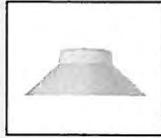
Revision Date: 05/10/17

1501 96<sup>th</sup> Street, Sturtevant, WI 53177 | Phone (888) 243-9445 | Fax (262) 504-5409 | www.e-conolight.com



## E-VT3, E-VT6 Series

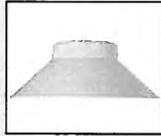
Accessories (for Large only)



**15" Aluminum Shroud with Powder-Coat Finish (Small)**

(Gray outer surface, white interior)

**SKU:** E-MTACO1S



**15" Aluminum Shroud with Powder-Coat Finish (Large)**

(Gray outer surface, white interior)

**SKU:** E-MTACO1L

Due to continuous product improvement, information in this document is subject to change.

Revision Date: 05/10/17

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# E-APA12 Series

LED Area Light - Type III  
Replaces 250W PSMH



For use in 0° orientation  
(downlight position)  
only

## Achieve cohesion by way of multiple mounting options!

Our E-APA fixtures can be pole or wall mounted to provide any application space with a unified look and a sleek design.

### Efficient

- Up to 57% energy savings over comparable HID fixtures
- Heat dissipating fins keep LEDs running cooler, longer
- Glare shield reduces light pollution

### Recommended Use

- General area lighting
- Parking lots
- Roadways

### Durable

- Sturdy, low-copper die-cast aluminum construction
- Rugged tempered glass lens

### Input Voltage

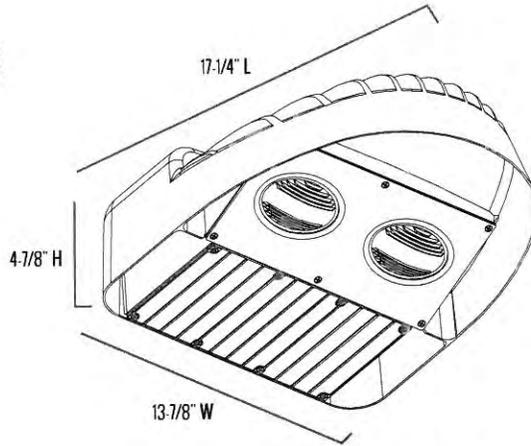
- Universal (120V through 277V Operation)

### Certifications



Quality Products, Affordably Priced.

# E-APA12 Series



## Series Overview

DIMENSIONS	PRODUCT WEIGHT	MOUNTING HEIGHT	SPACING
17-1/4" L x 13-7/8" W x 4-7/8" H	16.0 lbs.	15 to 25 feet	3 to 4 times the mounting height

## Fixture Specifications

<b>HOUSING</b>	Low-copper, die-cast aluminum housing Dark bronze polyester powder-coat finish
<b>LENS ASSEMBLY</b>	Fixed cutoff glare shield reduces light pollution Tempered glass lens is thermal, shock and impact resistant Patented lens design delivers IES Type III distribution
<b>MOUNTING</b>	Fixture comes without mounting (sold separately) For use in 0° orientation (downlight position) only

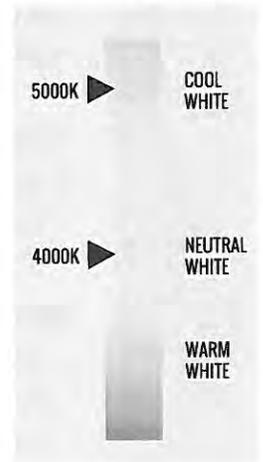
## Electrical Performance

OPERATING MINIMUM	LIFESPAN <small>L<sub>70</sub> AT 25°C (77°F)</small>	POWER FACTOR	TOTAL HARMONIC DISTORTION	DIMMABLE
-40°C (-40°F)	Estimated >100,000 Hours	> 0.9	< 20%	No
<b>INPUT VOLTAGE</b>	<b>120V</b>	<b>208V</b>	<b>240V</b>	<b>277V</b>
<b>Current Draw (Amps)</b>	0.97A	0.56A	0.49A	0.42A

## Warranty & Certifications

WARRANTY	UL LISTED	DLC	ENERGY STAR
5-Year Limited	Wet Locations (0° tilt only)	Yes	---

## CORRELATED COLOR TEMPERATURE (CCT)



## Output Specifications

SKU	LIGHT OUTPUT	COLOR TEMP <small>(See chart)</small>	POWER CONSUMPTION	COLOR ACCURACY	REPLACES
<b>E-APA12A-C350Z</b>	12,100 Lumens	Cool White (5000K)	117W	≥ 70 CRI	250W PSMH
<b>E-APA12A-C340Z</b>	12,400 Lumens	Neutral White (4000K)	117W	≥ 70 CRI	250W PSMH

Due to continuous product improvement, information in this document is subject to change.

Revision Date: 02/20/18

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# E-APA12 Series

## Accessories



Photocell - Button, 120V/208V/240V/277V

SKU: **E-ACP1** (120V)  
**E-ACP2** (208V/240V/277V)

USE: Photocell is field installed  
For use with 2" adjustable slip fitter and E-ACAPABB only.  
(Drilling of the back box in the field is required.)

## Mounting Options (Use only when mounting E-APA12 & E-APA23 Series Area Lights)



6" Mounting Arm

SKU: **E-ACE**  
USE: For pole mounting



2" Slip Fitter

SKU: **E-ACS**  
USE: For pole mounting  
Fits over 2-3/8" O.D. pipe



Adjustable U-bracket

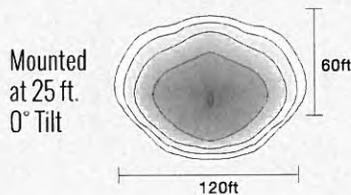
SKU: **E-ACU**  
USE: For wall mounting  
NOTE: Not for use with E-APA23



Wall Pack Back Box

SKU: **E-ACAPABB**  
USE: For wall pack mounting

## Photometric Diagrams



All published photometric testing performed to IESNA LM-79-08 standards by a NVLAP certified laboratory. Fixture photometry was completed on a single representative fixture.

## Generational Chart

OLD SERIES	NEW SERIES
E-AL1L Series	E-APA12 Series
E-AL3L Series	E-APA12 Series with back box

Due to continuous product improvement, information in this document is subject to change.

Revision Date: 02/20/18

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**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 18-91**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from David Nelson of Whitfield & Edd, P.L.C., 699 Walnut Street Suite 2000, Des Moines, Iowa involving the real estate located in Union Township, Section 15 at 30519 595<sup>th</sup> Avenue, Cambridge and identified as parcel #14-15-300-220, hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Jeffrey L and Twila J Longnecker is the legal titleholder of said real estate, and

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

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

NOW, THEREFORE, BE IT RESOLVED that the plat of Wierson Ridgewood Lane 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 Wierson Ridgewood Lane 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 18-91 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 20<sup>th</sup> day of March, 2018.

  
\_\_\_\_\_  
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

### **WIERSON RIDGEWOOD LANE SUBDIVISION – LEGAL DESCRIPTION:**

That part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 15 Township 82 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, being more particularly described as follows:

Beginning at the Center Corner of said Section 15; thence S00°09'22"W 631.85 feet along the East line of the NE¼ of the SW¼ of said Section 15; thence N89°43'45"W 875.66 feet; thence N00°35'46"E 638.30 feet; thence S89°18'17"E 870.80 feet along the North line of the NE¼ of the SW¼ of said Section 15; back to the Point of Beginning. Subdivision contains 12.73 acres of which 0.58 acre is Story County Road Right of Way.

### **LOT 1 - LEGAL DESCRIPTION:**

That part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 15 Township 82 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, being more particularly described as follows:

Beginning at the Center Corner of said Section 15; thence S00°09'22"W 631.85 feet along the East line of the NE¼ of the SW¼ of said Section 15; thence N89°43'45"W 653.26 feet; thence N00°35'46"E 586.67 feet; thence N89°18'17"W 222.48 feet; thence N00°35'46"E 50.00 feet; thence S89°18'17"E 870.80 feet along the North line of the NE¼ of the SW¼ of said Section 15 back to the Point of Beginning. Lot 1 contains 9.73 acres of which 0.58 acre is Story County Road Right of Way.

### **LOT 2 - LEGAL DESCRIPTION:**

That part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 15 Township 82 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, being more particularly described as follows:

Commencing at the Northwest Corner of the NE¼ of the SW¼ of said Section 15; thence S89°18'17"E 463.52 feet along the North line of the NE¼ of the SW¼ of said Section 15; thence S00°35'46"W 50.00 feet to the Point of Beginning; thence continuing S00°35'46"W 588.30 feet; thence S89°43'45"E 222.40 feet; thence N00°35'46"E 586.67 feet; thence N89°18'17"W 222.48 feet along the South line of the 50' ingress/egress easement back to the Point of Beginning. Lot 2 contains 3.00 acres.

# Staff Report

## Board of Supervisors

**Date of Meeting:**  
March 20, 2018

**Case Number SUB 03-18**

Residential Parcel Subdivision – Wierson Ridgewood Lane  
Resolution No. 18-91

**APPLICANT:** David Nelson  
c/o Whitefield & Eddy, P.L.C.  
699 Walnut St., Suite 2000  
Des Moines, IA 50309

**STAFF PROJECT MANAGER:** Emily Zandt, Planner

**SUMMARY:** A Residential Parcel Subdivision request to divide one existing parcel to create two proposed lots: proposed Lot 1, a 9.15-net acre lot buildable for a single-family dwelling with frontage on 595<sup>th</sup> Avenue, and proposed Lot 2, a 3.0-net acre lot located to the west of proposed Lot 1. Access to proposed Lot 2 will be through a 50' access easement from 595<sup>th</sup> Avenue. All requirements for a residential parcel subdivision are met. Planning staff recommends approval of the proposed Residential Parcel Subdivision Plat.





Wierson Ridgewood Lane Residential Parcel Subdivision

**Property Owners**

Jeffrey L and Twila J Longnecker  
27300 580<sup>th</sup> Avenue  
Ames, IA 50010

**Parcel Identification Number**

14-15-300-220

**Property Address**

30519 595<sup>th</sup> Avenue  
Cambridge, IA 50046

**Location of Subdivision**

Union Township (15-82-23)

**Size of Area**

12.15 acres (total net-acreage of subdivision)

**Districts**

A-1 Agricultural Zoning District  
Ballard Community School District  
Story County Ambulance  
Cambridge Fire  
Consumers Energy, Central Iowa Water  
South Skunk River Watershed

**Cities within Two Miles**

City of Cambridge – The City of Cambridge addressed this item at their March 5, 2018 City Council meeting and waived their right to review.

**Description of Proposed Subdivision**

The application is to consider a request for a Residential Parcel Subdivision of a 12.15-net acre parcel. The proposed subdivision will create two lots:

1. Proposed Lot 1, a 9.15-net acre lot buildable for a single-family dwelling located in the eastern 3/4 of the property. At this time, proposed Lot 1 will continue to be used for agricultural production and the construction of a dwelling is not planned.
2. Proposed Lot 2, a 3.0-net acre lot, located to the west of proposed Lot 1, containing an existing single-family dwelling.

Proposed Lot 1 will have frontage on 595<sup>th</sup> Avenue. Proposed Lot 2 will take access via a 50' ingress/egress easement along the northern property line of proposed Lot 1 from 595<sup>th</sup>



Wierson Ridgewood Lane Residential Parcel Subdivision

Avenue, which was recorded in 2017. Currently, three single-family dwellings take access through this easement. It should be noted that Story County's General Site Planning Standards of the Land Development Regulations limits access via an easement to no more than four single-family dwellings. The Iowa Department of Transportation's Annual Average Daily Traffic counts for 2015 show 50 vehicle trips per day on 595<sup>th</sup> Avenue north of 305<sup>th</sup> Street and 310 vehicle trips per day on 595<sup>th</sup> south of 305<sup>th</sup> Street.

**History of Subject Property**

This existing 12.15-net acre parcel was created when the west 12 acres of the parcel were divided through a Plat of Survey recorded in 1971. A permit was issued for a single-family dwelling on the subject property in 2017. This property was considered buildable for a single-family dwelling because it is considered a legally established lot of record. The property was created prior to the 35-acre minimum lot size requirement in the A-1 Agricultural district, which was adopted in 1977.

The residential parcel subdivision process was adopted in 2012, allowing parcels zoned A-1 Agricultural to be split into two lots buildable for a single-family dwelling with a minimum lot size of one-net acre if a dwelling was in existence and other requirements of Section 87.07 of the Story County Land Development Regulations, listed below, were met. The addition of a dwelling on proposed Lot 1 will result in five dwellings being located in the original quarter quarter (this includes the existing single-family dwelling on proposed Lot 2).

**Current and Surrounding Land Use**

Proposed Lot 1 is currently in agricultural row crops. Proposed Lot 2 contains the existing single-family dwelling.

The subject property is designated as Agriculture Conservation Area by the Story County Cornerstone to Capstone (C2C) Comprehensive Plan. There is Natural Resource Area located to the west of the subject property, which will not be impacted by the proposed subdivision. The current plan is to continue to use proposed Lot 1 for agricultural production.

The subject property is located in Union Township, approximately 1/2 mile northeast of the City of Cambridge. There are seven (7) adjacent properties—four contain dwellings. In addition to the subject property, three of the adjacent parcels with dwellings are located on the west side of 595<sup>th</sup> Avenue and one is located on the east side of 595<sup>th</sup> Avenue. Parcels to the east and north are currently in row crop and livestock production.

There are a total of thirty-eight (38) parcels located within a half mile of the subject property. Eleven (11) of these parcels, including the subject property, contain single-family dwellings.



Wierson Ridgewood Lane Residential Parcel Subdivision

There are also fourteen (14) parcels within half a mile of the subject property without dwellings that meet the minimum lot size requirements to construct a single-family dwelling in the A-1 Agricultural District and would be candidates to obtain zoning permits from the County for the construction of a single-family dwelling. The subject property is surrounded by the A-1 district. Swine Genetics International is located approximately 675 feet south of the subject property and is zoned Commercial/Light Industrial.

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

**87.07(1)(A)**

(1) A subdivision may be submitted for review and approval as a residential parcel subdivision plat when all of the following are true:

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

**Commentary**

The following comments are part of the official record of the proposed Residential Subdivision Plat – Wierson Ridgewood Lane, Case No. 03-18. 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 on February 26, 2018, and the following comments were received.

Story County Auditor's Office

The owners of record are Jeffrey L. and Twila J. Longnecker, not Kent D. and Kayle A. Wierson. We show a 40' easement along the east side of this area for 595th Avenue which does not appear on the plat. It needs to be included and the plat and descriptions should indicate how many acres are in ROW. *Corrected.*

Story County Assessor's Office

The Assessor's Office will review the Classification of Lot 1 and Lot 2 for the 2019 Assessment. *Noted.*

Story County Planning and Development

Are there any restrictive covenants proposed for the subdivision? *No.*

**Comments from the General Public**

Notification letters were mailed to surrounding property owners regarding the public meeting on the subdivision request on March 13, 2018. 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 the subject property through the Residential Parcel Subdivision Plat process to create two (2) lots for a proposed and existing residential dwelling.

1. All requirements for a Residential Subdivision Plat in Section 87.07 of the Story County Land Development Regulations are met.
2. Proposed Lot 2 will take access through an existing, shared access easement that extends west of 595<sup>th</sup> Avenue. The Iowa Department of Transportation's Annual Average Daily Traffic counts for 2015 show 50 cars per day on 595<sup>th</sup> Avenue north of 305<sup>th</sup> Street and 310 vehicle trips per day on 595<sup>th</sup> south of 305<sup>th</sup> Street.
3. The shared access easement recorded in 2017 is shown on the plat in accordance with Section 88.04(2)(B) of the Story County Land Development Regulations.
4. Some agricultural row crops may be removed from production if a dwelling is constructed on proposed Lot 1, however the plan for the near future will be to leave it in agricultural production.
5. If a dwelling is constructed on proposed Lot 1, there will be five (5) dwellings in the original quarter quarter.
6. There are a total of thirty-eight (38) parcels located within a half mile of the subject property. Eleven (11) of these parcels, including the subject property, contain single-family dwellings.



Wierson Ridgewood Lane Residential Parcel Subdivision

Alternatives

Story County Planning & Development Staff recommend the approval of Wierson Ridgewood Lane Residential Parcel Subdivision Plat as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #18-91, the Residential Parcel Subdivision Plat – Wierson Ridgewood Lane as put forth in SUB 03-18.**
2. The Story County Board of Supervisors approves Resolution #18-91, the Residential Parcel Subdivision Plat – Wierson Ridgewood Lane as put forth in SUB03-18 with conditions.
3. The Story County Board of Supervisors denies Resolution #18-91, the Residential Parcel Subdivision Plat – Wierson Ridgewood Lane as put forth in SUB03-18.
4. The Story County Board of Supervisors tables the decision on Resolution #18-91, the Residential Parcel Subdivision Plat – Wierson Ridgewood Lane as put forth in SUB03-18, 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 a future Board of Supervisor's agenda.

**SUBDIVISION PLAT**

**LOCATION:** In the NE¼ of the SW¼ of Sec. 15, T82N, R23W, Story County, Iowa

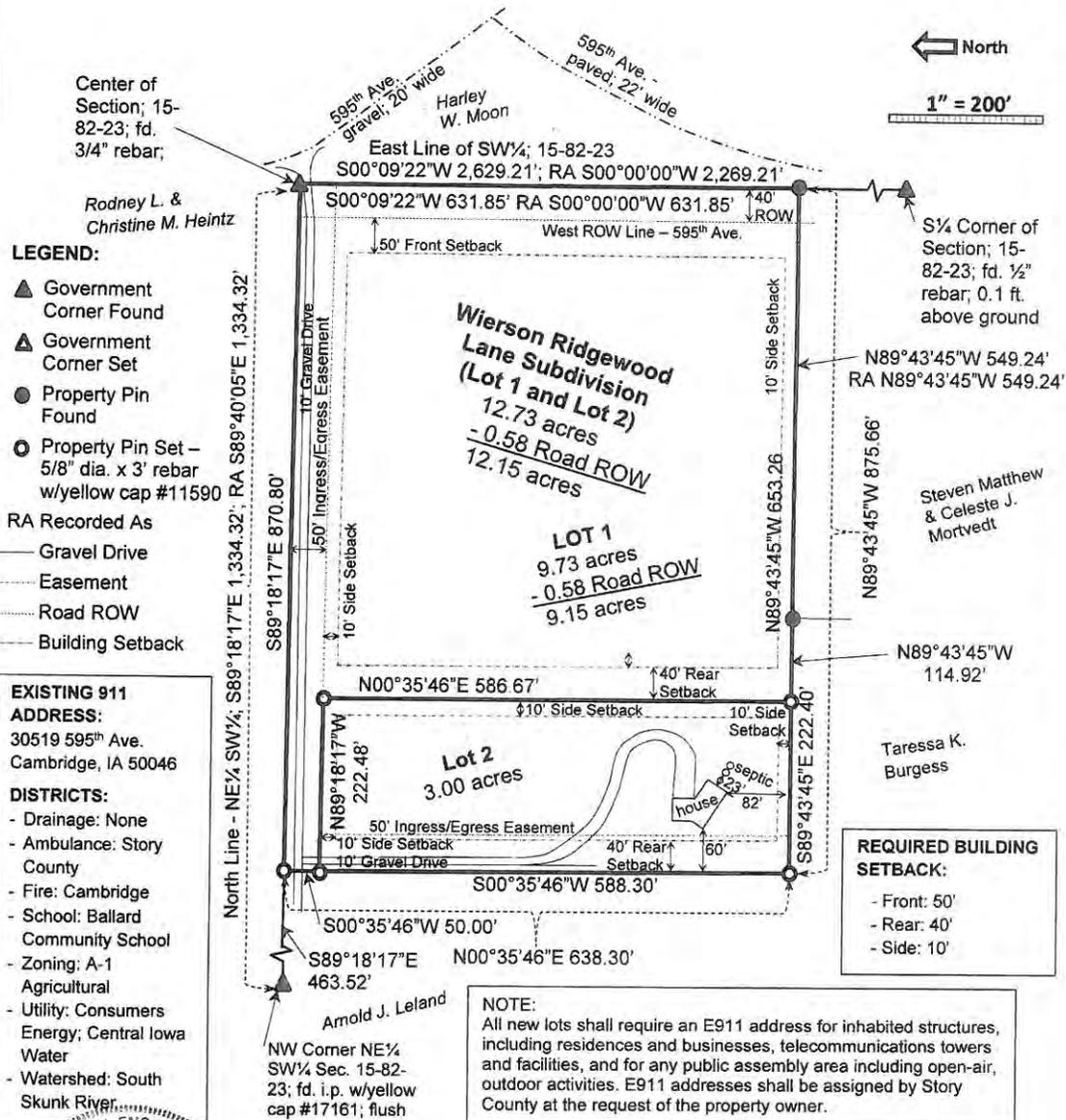
**PROPRIETOR:** Jeffrey L. and Twila J. Longnecker  
27300 580<sup>th</sup> Ave., Ames, IA 50010

**REQUESTED BY:** Kayle A. Wierson

**SURVEYOR:** Marlee Walton, PLS #11590  
M.J. Walton & Associates, Inc.  
456 Rookwood Drive  
Ames, IA 50010  
515-232-5768

Prepared By: Marlee Walton, PE, PLS #11590; M. J. Walton & Associates, Inc.; 456 Rookwood Dr.; Ames, IA 50010; 515-232-5768

**Wierson Ridgewood Lane  
Residential Parcel Subdivision Plat**



- LEGEND:**
- ▲ Government Corner Found
  - ▲ Government Corner Set
  - Property Pin Found
  - Property Pin Set – 5/8" dia. x 3' rebar w/yellow cap #11590
  - RA Recorded As
  - Gravel Drive
  - - - Easement
  - Road ROW
  - Building Setback

**EXISTING 911 ADDRESS:**  
30519 595<sup>th</sup> Ave.  
Cambridge, IA 50046

**DISTRICTS:**

- Drainage: None
- Ambulance: Story County
- Fire: Cambridge
- School: Ballard Community School
- Zoning: A-1 Agricultural
- Utility: Consumers Energy; Central Iowa Water
- Watershed: South Skunk River

**REQUIRED BUILDING SETBACK:**

- Front: 50'
- Rear: 40'
- Side: 10'

**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.



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

*Marlee Walton* 3/13/18  
Marlee A. Walton, PE, PLS Date

License Number #11590  
My license renewal date is December 31, 2018

Date of field survey:  
03/13/18

Project Number:  
8063

PAGE 1/2

**SUBDIVISION PLAT**

**LOCATION:** In the NE¼ of the SW¼ of Sec. 15,  
T82N, R23W, Story County, Iowa

**PROPRIETOR:** Jeffrey L. and Twila J. Longnecker  
27300 580<sup>th</sup> Ave., Ames, IA 50010

**REQUESTED BY:** Kayle A. Wierson

**SURVEYOR:** Marlee Walton, PLS #11590  
M.J. Walton & Associates, Inc.  
456 Rookwood Drive  
Ames, IA 50010  
515-232-5768

Prepared By: Marlee Walton, PE, PLS #11590; M. J. Walton & Associates, Inc.; 456 Rookwood Dr.; Ames, IA 50010; 515-232-5768

**WIERSON RIDGEWOOD LANE SUBDIVISION – LEGAL DESCRIPTION:**

That part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 15 Township 82 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, being more particularly described as follows:

Beginning at the Center Corner of said Section 15; thence S00°09'22"W 631.85 feet along the East line of the NE¼ of the SW¼ of said Section 15; thence N89°43'45"W 875.66 feet; thence N00°35'46"E 638.30 feet; thence S89°18'17"E 870.80 feet along the North line of the NE¼ of the SW¼ of said Section 15; back to the Point of Beginning. Subdivision contains 12.73 acres of which 0.58 acre is Story County Road Right of Way.

**LOT 1 - LEGAL DESCRIPTION:**

That part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 15 Township 82 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, being more particularly described as follows:

Beginning at the Center Corner of said Section 15; thence S00°09'22"W 631.85 feet along the East line of the NE¼ of the SW¼ of said Section 15; thence N89°43'45"W 653.26 feet; thence N00°35'46"E 586.67 feet; thence N89°18'17"W 222.48 feet; thence N00°35'46"E 50.00 feet; thence S89°18'17"E 870.80 feet along the North line of the NE¼ of the SW¼ of said Section 15 back to the Point of Beginning. Lot 1 contains 9.73 acres of which 0.58 acre is Story County Road Right of Way.

**LOT 2 - LEGAL DESCRIPTION:**

That part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 15 Township 82 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, being more particularly described as follows:

Commencing at the Northwest Corner of the NE¼ of the SW¼ of said Section 15; thence S89°18'17"E 463.52 feet along the North line of the NE¼ of the SW¼ of said Section 15; thence S00°35'46"W 50.00 feet to the Point of Beginning; thence continuing S00°35'46"W 588.30 feet; thence S89°43'45"E 222.40 feet; thence N00°35'46"E 586.67 feet; thence N89°18'17"W 222.48 feet along the South line of the 50' ingress/egress easement back to the Point of Beginning. Lot 2 contains 3.00 acres.



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

*Marlee Walton* 3/13/18  
Marlee A. Walton, PE, PLS Date

License Number #11590  
My license renewal date is December 31, 2018

Date of field survey:  
03/13/18

Project Number:  
8063

PAGE 2/2

Sub 03-18

Story County Planning and Development  
900 6th Street, Nevada, Iowa 50201  
(515) 382-7245 — PZWeb@storycounty.com — www.storycounty.com

# SUBDIVISIONS



## 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) Nelson (First Name) David  
(Address) c/o Whitfield & Eddy, P.L.C. 699 Walnut St. Ste. 2000 (City) Des Moines (State) IA (Zip) 50309  
(Phone) 515-558-0150 (Email) nelson@whitfieldlaw.com

(Property Address) TBD (Parcel ID Numbers) 1415300220

Subdivision

Proposed Name: Werson Ridgewood Lane

Vacation

Waiver

Current Name: \_\_\_\_\_  
Proposed Name: \_\_\_\_\_

- Residential Parcel Plat (\$175)
- Agricultural Plat (\$175)
- Minor Plat (\$275)
- Major Plat- Preliminary (\$275)
- Major Plat- Final (\$175)

- Right-of-way  Plat
- Filing Fee: \$175
- Legal description that will be used on all required legal documents

Filing Fee: \$275

- Digital copy of all materials
- Written narrative explaining justification for proposed waiver and conformance to the legal principles outlined in Section 92.04(2) of the Story County Code of Ordinances

- Filing Fee
- Digital copy of all materials
- Legal description that will be used on all required legal documents

- Proposed subdivision plat
- All required submittal requirements as outlined in Chapter 87 of the Story County Code of Ordinances (87.06(3) for Residential Parcel, 87.07(3) for Agricultural, 87.08(3) for Minor, 87.09(3) for Major-Preliminary and 87.09(5) for Major-Final)

## 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 inspection, and, if necessary, post a public notice sign on the property.

SIGNATURE \_\_\_\_\_ DATE 2-21-18

Submit Application

RECEIVED

STORY CO. PLANNING & DEVELOPMENT

Date Received	_____
Receipt No.	<u>569476</u>
Receipt Amount	<u>175</u>



DAVID D. NELSON  
699 WALNUT STREET, SUITE 2000  
DES MOINES, IOWA 50309  
nelson@whitfieldlaw.com  
515-558-0153 D  
515-288-6041 P 515-246-1474 F

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March 14, 2018

Story County Board of Supervisors  
900 6<sup>th</sup> St.  
Nevada, IA 50201

Dear Board Members:

This is to certify that I have examined Abstract of Title No. 18188640 prepared by Dean Hoag, Jr. commencing with the date of root of title entry relating to the following property:

**That part of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section 15 Township 82 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, being more particularly described as follows:**

**Beginning at the Center Corner of said Section 15; thence S00°09'22"W 631.85 feet along the East line of the NE<sup>1</sup>/<sub>4</sub> of the SW<sup>1</sup>/<sub>4</sub> of said Section 15; thence N89°43'45"W 875.66 feet; thence N00°35'46"E 638.30 feet; thence S89°18'17"E 870.80 feet along the North line of the NE<sup>1</sup>/<sub>4</sub> of the SW<sup>1</sup>/<sub>4</sub> of said Section 15; back to the Point of Beginning. Subdivision contains 12.73 acres of which 0.58 acre is Story County Road Right of Way.**

To be known as Wierson Ridgewood Lane.

As of that date and time, we find from our examination that good and marketable title to the property described above is held by:

Jeffrey L. Longnecker and Twila J. Longnecker, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common,

EXCEPT THAT we also find certain matters which affect title as listed below:

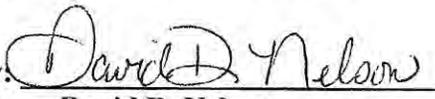
1. **MORTGAGE.** Mortgage from Jeffrey Longnecker and Twila Longnecker, husband and wife, to South Story Bank & Trust filed May 8, 2017, as Instrument No. 2017-04260 of the Story County records.
2. **REAL ESTATE TAXES.** The 2016/2017 real estate taxes are shown as follows: 1<sup>st</sup> half \$154.00 paid; 2<sup>nd</sup> half \$154.00 due not delinquent.

3. **OTHER MATTERS.** There are no other encumbrances, judgments, special assessments or other liens affecting the property.

This opinion is given for platting purposes pursuant to Section 354.11(3) of the Code of Iowa.

Respectfully submitted,

**WHITFIELD & EDDY, P.L.C.**

By:   
**David D. Nelson**

Prepared by: David D. Nelson, Whitfield & Eddy, P.L.C., 699 Walnut St. Suite 2000, Des Moines, IA 50309 (515) 558-0153

**CONSENT TO PLAT**

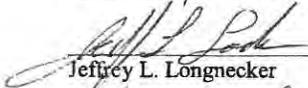
KNOW ALL MEN BY THESE PRESENTS:

That Jeffrey L. Longnecker and Twila J. Longnecker, husband and wife, do hereby acknowledge and declare that the platting of the following described real estate situated in Story County, Iowa, to-wit:

see Exhibit A attached hereto,

to be known as Wierson Ridgewood Lane, an Official Plat, Story County, Iowa, is with the free consent and in accordance with the desires and wishes of the undersigned.

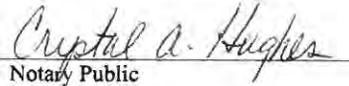
IN WITNESS WHEREOF, Jeffrey L. Longnecker and Twila J. Longnecker, husband and wife, have caused this instrument to be executed this 13 day of February, 2018.

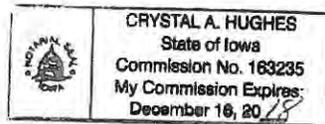
  
\_\_\_\_\_  
Jeffrey L. Longnecker

  
\_\_\_\_\_  
Twila J. Longnecker

STATE OF IOWA, STORY COUNTY:

Subscribed and sworn to before me, a Notary Public in and for the State of Iowa, by Jeffrey L. Longnecker and Twila J. Longnecker, husband and wife, this 13 day of February, 2018.

  
\_\_\_\_\_  
Notary Public



**EXHIBIT A**

That part of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 15 Township 82 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, being more particularly described as follows:

Beginning at the Center Corner of said Section 15; thence S00°09'22"W 631.85 feet along the East line of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 15; thence N89°43'45"W 875.66 feet; thence N00°35'46"E 638.30 feet; thence S89°18'17"E 870.80 feet along the North line of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 15; back to the Point of Beginning. Subdivision contains 12.73 acres of which 0.58 acre is Story County Road Right of Way.

**MORTGAGEE'S CONSENT TO THE FINAL PLAT OF  
WIERSON RIDGEWOOD LANE**

**KNOW ALL MEN BY THESE PRESENTS:** that, South Story Bank & Trust, ("Lender") is the present owner of the Mortgagee's interest in a certain Mortgage granted by Jeffrey Longnecker and Twila Longnecker, husband and wife, as Mortgagors, to South Story Bank & Trust, as Mortgagee, filed for record in the Office of the Recorder for Story County, Iowa on May 8, 2017, as Instrument No. 2017-04260, which mortgage is a lien on, among other property, the real property legally described as:

See the attached Exhibit A

Said real property is to be platted into a subdivision to be known as Wierson Ridgewood Lane, an Official Plat, Story County, Iowa. Lender hereby acknowledges that the subdivision of said real property into lots in a plat to be known as Wierson Ridgewood Lane is with its consent and in accordance with its desire.

Dated this 13 day of March, 2018.

South Story Bank & Trust

By: Eric Hockenberry  
Name: Eric Hockenberry  
Title: V.P.

**STATE OF IOWA; STORY COUNTY:**

On this 13 day of March, 2018, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Eric Hockenberry, to me personally known, who, being by me duly sworn, did say that s/he is the V.P. of South Story Bank & Trust executing the within and foregoing instrument.

Katie Mooney  
Notary Public in and for said State



EXHIBIT A

That part of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 15 Township 82 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, being more particularly described as follows:

Beginning at the Center Corner of said Section 15; thence S00°09'22"W 631.85 feet along the East line of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 15; thence N89°43'45"W 875.66 feet; thence N00°35'46"E 638.30 feet; thence S89°18'17"E 870.80 feet along the North line of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 15; back to the Point of Beginning. Subdivision contains 12.73 acres of which 0.58 acre is Story County Road Right of Way.

CERTIFICATE OF TREASURER OF STORY COUNTY, IOWA

STATE OF IOWA )  
 )  
COUNTY OF STORY ) ss:

I, Renee M. Twedt, Treasurer of Story County, having examined the records of my office, in accordance with the provisions of Sections 354.11 and 354.12, Iowa Code, 2017, pertaining to real properties legally described as follows:

That part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 15 Township 82 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, being more particularly described as follows: Beginning at the Center Corner of said Section 15; thence S00°09'22"W 631.85 feet along the East line of the NE¼ of the SW¼ of said Section 15; thence N89°43'45"W 875.66 feet; thence N00°35'46"E 638.30 feet; thence S89°18'17"E 870.80 feet along the North line of the NE¼ of the SW¼ of said Section 15; back to the Point of Beginning. Subdivision contains 12.73 acres of which 0.58 acre is Story County Road Right of Way,

to be hereinafter designated as Wierson Ridgewood Lane, an Official Plat, Story County, Iowa, does hereby certify that same is free from real estate taxes, special assessments and special rates and charges.

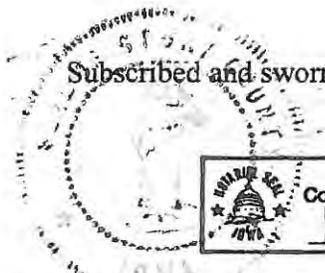
Dated at Nevada, Iowa, this 14<sup>th</sup> day of March, 2018.

STORY COUNTY TREASURER

By: Renee M. Twedt by  
Renee M. Twedt, Treasurer

Ardis A. Baldwin  
Deputy

Subscribed and sworn to before me this 14 day of MARCH, 2018.



RHONDA SYKES  
Commission Number 704463  
My Commission Expires  
AUG 7, 2018

Rhonda Sykes  
Notary Public in and for the State of Iowa

Parcel # 14-15-300-220

November 30, 2017 - February 28, 2018

Completed	Work Orders	On-Call
Admin	126	5
GH	32	5
Conservation	19	4
HSC	84	13
Jail	56	12
JC	78	9
Animal Control	5	0
Engineer	3	0
<b>Total</b>	<b>403</b>	<b>48</b>

Snow days: 22

Cal Pearson retired

Promoted Joby Brogden

Hired Matt Miller

Rick Carter retired

Promoted Danny Harrison

Carpet replacement lower level courts at JC

Carpet replacement offices at Conservation-McFarland

Fire alarm inspection completed at HSC, Admin, and JC

- Spent a lot of time with HP 42 in jail

IT heat pump at Admin failed, had to set up portable air conditioner

- Trouble with furnaces at Hazel GH

Replaced fan motor in HP 3 at HSC

Changed Solidyne board on HP 29 at HSC

Pumped water out of south geo vault at HSC

- Replaced motor of Aeon unit #35 at JC

Heat exchanger and compressor replaced in HP 9 in Sheriff's office

- Discharge line at JC froze, so had to pump it out

Precast and pad poured for generator at HSC

## Board of Supervisors Update

As of March 12, 2018

### Response

It has been busy for the office to say the least.

-On Feb 5, a quick snow event led to a crash involving 70 cars on I-35 in the Ames area. This rapidly expanding incident required response from multiple agencies; law enforcement, fire, medical, tow agencies, Cy Ride, Ames City Hall, Red Cross, and Emergency Management to name a few. It highlights the need for inter-disciplinary and inter-jurisdictional planning, training, and exercises. Emergency Management did not have a specific plan for this type of incident, but our response was enhanced by adapting many elements of an existing I-35 Closure Plan to the situation. Our office conducted two after action reviews of the event and the participating response agencies identified 17 suggested improvement action items. We will work with identified agencies to evaluate these suggestions and implement those that are viable.

-On Feb 17, there was another large crash on I-35 just south of the county line resulted in activation of Emergency Management resources. The Deputy Coordinator worked with Polk County Emergency Management to coordinate resources for the response. This incident demonstrates the need to have a good coordination network with surrounding counties for events that straddle jurisdictions.

-The importance of cross-county coordination was demonstrated the next evening on Feb 18 when a HAZMAT situation occurred on the Boone/Story county line. The source of the HAZMAT spill was in Boone County, but the hazardous material flowed into Story County. The Deputy Coordinator responded and worked with Boone County Emergency Management during the response. This event also emphasizes the need to have comprehensive ordinances in place to recoup cost for HAZMAT spill response and recovery.

-On Mar 8, the Deputy responded to a suspicious powder event at Iowa State University. One role for Emergency Management during these events is to request specialized State of Iowa HAZMAT resources should local agencies need them. In this situation, the Ames Fire Department had appropriate equipment to determine the substance was not a threat.

### Planning

-The process to revise the Story County Hazard Mitigation Plan kicked-off with a webinar that outlined activities and the timeline for this project. This is a revision of the current hazard mitigation plan adopted by Story County in May of 2014. All elements of Story County administration are encouraged to look at their operations to determine what they can do to reduce our vulnerability to natural and man-made disasters. This review should look internally and externally. A good example of an internal mitigation action taken by Story County was designing shower facilities at Hickory Grove to double as a storm shelter for campers. Planning

**PREVENTION**

**PREPAREDNESS**

**RESPONSE**

**RECOVERY**

**MITIGATION**

*Proudly serving the communities of:*

*Ames – Cambridge – Collins – Colo – Gilbert – Huxley – Kelley – McCallsburg – Maxwell- Nevada  
Roland – Sheldahl – Slater – Story City – Story County – Zearing*

and Development's proactive work to manage activities in the flood plain is an example of external mitigation actions taken by Story County to reduce risk. I highly encourage Story County to bring departments and elected officials together to evaluate progress on the nine strategies adopted in 2014 and decide if new strategies should be added. I also encourage Story County to actively solicit public input on how local government can work with the public to drive down the risk and cost of disasters.

-The Story County Local Emergency Planning Committee (LEPC) secured grant funding to conduct a Hazardous Commodity Flow Study. This study gathers data on the types and quantities of hazardous materials transiting the county and what routes are used to move them. This information will be analyzed and provided to first responders to help them focus planning, training, and exercises efforts on the most important risks out there. It will also be used to identify vulnerable facilities and critical infrastructure along the routes to determine if additional action is need to reduce risk or to increase preparedness.

-Story County Emergency Management initiated the first step of the Training, Exercise, and Planning Workshop (TEPW) process by having local agencies and jurisdictions evaluate risk and their capability to respond to these risk. The results of their evaluations were sent to our office and we are collating the information to determine aggregate risk levels and common preparedness actions. Our office will be hosting a meeting to bring together response agencies and jurisdictions to look at the results of this analysis and establish county-wide training, exercise, and planning objectives. These objectives will drive future Emergency Management work plans.

-Our office revised Emergency Support Functions (ESF) 10 HAZMAT, ESF 11 Agriculture, Pets, and Natural Resources, and ESF 15 Public Information Operations. We circulated them for comment and received inputs from various Story County agencies. We appreciate the time and effort your agencies have devoted to making our plans better.

## **Preparedness**

### Training:

-Two training sessions were conducted for newly elected officials in January to familiarize them with their emergency management responsibilities and authorities. Elected official involvement in development of emergency management capabilities that match the public's expectations in terms of cost and risk reduction is critical. I look forward to continuing to working with the Board of Supervisors to help them fulfill this role in the emergency management process.

-On Jan 24, the Coordinator attended training on use of the audio bridging unit owned by the office. The training will help agency personnel better employ this resource.

-The Coalition for Disaster Recovery (CDR) Coordinator is working with volunteers in Nevada and Huxley to establish Rapid Action Teams for Sheltering (RATS) in these communities. These

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**PREVENTION**

**PREPAREDNESS**

**RESPONSE**

**RECOVERY**

**MITIGATION**

*Proudly serving the communities of:*

*Ames – Cambridge – Collins – Colo – Gilbert – Huxley – Kelley – McCallsburg – Maxwell- Nevada  
Roland – Sheldahl – Slater – Story City – Story County – Zearing*

teams represent community involvement essential to providing disaster response services in a timely manner at a cost that we can afford. An after action item from the I-35 crash recommends the development of a RATS team for Ames.

#### Exercises:

-On Mar 8, the Coordinator brought together most of the electrical companies that service Story County to discuss interdependencies between providers and how emergency management will work with them to prioritize restoration activities. The power generation and distribution system is very complex and the meeting provided emergency management greater understanding of the overall system. It also clarified what elements of power system restoration can be influenced locally and how local activities should be coordinated to optimize response actions.

#### Operations

-Emergency Management is working with the Civil Air Patrol (CAP) to have them establish a team to manage staging areas during a large-scale disaster. The office lacks this capability, which could reduce the efficiency of the resource management process.

-On Feb 23, the Coordinator met with a representative for local sign language interpreters to identify ways emergency management can better serve the deaf community. Discussions identified education for local first responders on available resources to communicate with the deaf community as the first step and development of strategies for ensuring general media communications will reach the deaf population will be the next objective.

#### Looking Forward

-Emergency Management will be hosting multiple meetings as a part of Hazard Mitigation Planning and the TEPW. We are counting on the participation of all jurisdictions in these projects to make them successful.

-Our office anticipates a significant planning effort will be needed for the Register Annual Great Bike Ride Across Iowa (RAGBRAI) which will transit the county and stop in Ames.

-In addition to the COOP/COG training scheduled for Story County on May 2<sup>nd</sup>, we will be participating in the Statewide Tornado drill, State Communications Interoperability Exercise, and USDA Animal Disease Exercise.

-Finally, we are moving into the vulnerability window for severe weather. Emergency Management encourages Story County to fully participate in the Statewide Tornado Drill on Mar 28<sup>th</sup> to prepare all of its agencies and facilities to react to severe weather.

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**PREVENTION**

**PREPAREDNESS**

**RESPONSE**

**RECOVERY**

**MITIGATION**

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Roland – Sheldahl – Slater – Story City – Story County – Zearing*