

The Board of Supervisors met on 8/07/18 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 storycountyiowa.gov). Sanders stated he will leave at 11:00 am.

KNAPP TEDESCO ANNUAL INSURANCE PRESENTATION – Steve Goodhue, President; Andrew Ricklefs, Commercial Account Executive; and Susan Hoshier, Commercial Account Manager, reported on renewing with Iowa Community Assurance Pool (ICAP). They reviewed work compensation, claims, industry and data trends, and deductible alternatives. Sanders directed Human Resources Director Alissa Wignall to bring to the Board at a future meeting a \$50,000.00 increase in property insurance.

MINUTES: 7/31/18 Minutes – Chitty moved, Olson seconded the approval of Minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

PERSONNEL ACTIONS: 1) pay adjustment, effective 8/19/18, in a) Attorney's Office for Benjamin Matchan @ \$2,641.00/bw; b) Auditor's Office for Michelle Bellile @ \$20.40/hr; c) Facilities Management for Ronnie Dolph @ \$21.69/hr; Shelley Grimard @ \$18.91/hr; d) Information Technology for Paula Habermann @ \$26.70/hr; e) Secondary Roads for Roger Holland @ \$30.08/hr; f) Sheriff's Office for Benjamin Boelkes @ \$2,779.04/bw; g) Treasurer's Office for Jennifer DeVries @ \$20.30/hr. Olson moved, Chitty seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 8/9/18 Claims of \$683,741.58 (run date 8/03/18, 27 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 (\$10.00), BooSt Early Childhood (\$2,278.95), Holding-Seized Funds (\$7,435.00), Central Iowa Drug Task Force (CIDTF) (\$7,828.34), Emergency Management (\$22,288.94), E911 Surcharge (\$15,361.73), County Assessor (\$724.67), and Ames City Assessor (\$14,238.82). Chitty moved, Olson seconded approval of Claims as presented. Roll call vote. (MCU) Olson moved, Chitty seconded the approval of consent agenda as presented.

1. Use of Story County logo for printing on county-purchased clothing
2. Engagement Letter between Story County and the Mevyn Group for FY19 and FY20 Training for \$6,600.00 plus travel expenses
3. Iowa Department of Transportation (IDOT) Agreement for County Bridge Federal Aid Swap Fund project number BROS-SWAP-CO85 (145)--SE-85
4. IDOT Agreement for County Bridge Federal Aid Swap Fund project number BROS-SWAP-CO85 (148)--SE-85
5. 28E Agreement between Animal Control and the City of Colo, effective upon signature-6/30/19
6. Utility Permit: #19-04

Roll call vote. (MCU)

ORDINANCE NO. 274 RENAMING A PORTION OF LINCOLN HIGHWAY TO EAST LINCOLN WAY – Jerry Moore, Planning and Development (P&D) Director, reported on a proposed road name change for quarter-mile stretch of Lincoln Highway. The portion of the right-of-way in the unincorporated area will be re-named to be consistent with the road name in the City of Ames. Three unincorporated properties will be affected. Moore provided a site map and stated the change is supported by the City of Ames. He reviewed the process, rules, and laws governing the change. Sanders opened the public hearing at 10:38 a.m., and, hearing none, he closed the public hearing at 10:38 a.m. Chitty moved, Olson seconded the approval of First Consideration of Ordinance No. 274, Renaming a Portion of Lincoln Highway to East Lincoln Way and Set Second Consideration for 8/14/18. Roll call vote. (MCU)

SENDING BUDGET AMENDMENT NOTICE FOR PUBLICATION – Lisa Markley, Assistant Auditor, reported on the necessity for amending the budget to include land acquisition purchases by Conservation, and replacing the storm-damaged roof on the Justice Center. The amendment is for \$1.1M in revenue funds and \$880,111.00 in expenses; the public hearing will be held on 8/28/18. Olson moved, Chitty seconded the approval of sending the Budget Amendment Notice for Publication with public hearing on the 8/28/18. Roll call vote. (MCU)

QUOTE FROM GEOTECH MIDWEST INC FOR GEOTHERMAL FLUSH AT HUMAN SERVICES CENTER FOR \$15,005.00 (UN-BUDGETED) – Joby Brogden, Facilities Management Director, reported on equipment life, technical hurdles, and disposal issues. The process cannot wait until the next fiscal year. Sanders stated to absorb the cost within the current budget. Chitty moved, Olson seconded the approval of the Quote from Geotech Midwest Inc. for Geothermal Flush at the Human Services Center (HSC) for \$15,005.00. Roll call vote. (MCU)

AMENDMENTS TO THE STORY COUNTY FAÇADE IMPROVEMENT GRANT PROGRAM – Leanne Harter, County Outreach and Special Projects Manager, reviewed the proposed changes and expected fiscal year spending. Olson moved, Chitty seconded the approval of Amendments to the Story County Façade Improvement Grant Program as presented. Roll call vote. (MCU)

UPDATED HANDBOOK FOR BOARDS AND COMMISSION MEMBERS – Leanne Harter, County Outreach and Special Projects Manager, provided a history. Matt Evans, Intern, reported handbook specifics. Harter stated new board and commission members will receive the handbook. Olson clarified some revisions. Olson moved, Chitty seconded the approval of the Updated Handbook for Boards and Commission Members with amendments. Roll call vote. (MCU)

RESOLUTION #19-05, DAYTON RIDGE FINAL PLAT 1 – Jerry Moore, P&D Director, reported on the request, current zoning, current land use, location, proposed use, background information, process, inter-agency review team comments, public notices, staff recommendations, and alternatives. Chitty moved, Olson seconded the approval of Resolution #19-05, Dayton Ridge Final Plat 1 as presented. Roll call vote. (MCU)

TO ASSIST WITH MEAL COSTS ASSOCIATED WITH THE SUMMER ENRICHMENT PROGRAM OFFERED AT COLLINS-MAXWELL SCHOOLS – Jean Kresse, United Way of Story County, reported on the summer enrichment program for Collins-Maxwell schools; the program has expanded to six weeks. Kresse provided enrollment information and stated Story County and United Way partnered last year to cover the cost of students meals not reimbursed via the free/reduced lunch program. She is requesting the County to consider funding half of the cost of the un-reimbursed meals at \$1,141.80. Olson moved, Chitty seconded reimbursing meal costs associated with the Summer Enrichment Program offered at Collins-Maxwell schools at \$1,141.80. Roll call vote. (MCU) Sanders excused himself at 11:07; Vice-Chair Chitty now presiding.

ENVIRONMENTAL HEALTH QUARTERLY REPORT – Margaret Jaynes reported on wells, including permits, plugging, rehabilitation, water samples, grants, and inspections. She provided information on septic systems, pool/tattoo/tanning parlor inspections, special projects, conceptual review process, continuing education, and training.

PUBLIC FORUM #2: Margaret Jaynes, Ames, asked about why Story County does not partner with the Story County Hospital for the blood drives rather than the Red Cross. Leanne Harter stated Red Cross approached Story County as a partner and provides all logistics. Harter will research options.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Chitty and Olson both reported on various meetings.

Olson moved, Chitty seconded to adjourn at 11:39 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
8/7/18

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. Knapp Tedesco Annual Insurance Presentation - Steve Goodhue, Andrew Ricklefs, And Susan Hoshor

Department Submitting Board of Supervisors

Documents:

INSURANCE REVIEW 2018.PDF

5. CONSIDERATION OF MINUTES:

- I. 7/31/18 Minutes

Department Submitting Auditor

6. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

1)pay adjustment, effective 8/19/18, in a)Attorney's Office for Benjamin Matchan @ \$2,641.00/bw; b)Auditor's Office for Michelle Bellile @ \$20.40/hr; c)Facilities Management for Ronnie Dolph @ \$21.69/hr; Shelley Grimard @ \$18.91/hr; d) Information Technology for Paula Habermann @ \$26.70/hr; e)Secondary Roads for Roger Holland @ \$30.08/hr; f)Sheriff's Office for Benjamin Boelkes @ \$2,779.04/bw; g)Treasurer's Office for Jennifer DeVries @ \$20.30/hr

Department Submitting HR

7. CONSIDERATION OF CLAIMS:

- I. 8/9/18 Claims

Department Submitting Auditor

Documents:

CLAIMS 080918.PDF

8. CONSENT AGENDA:

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

- I. Consideration Of Use Of Story County Logo For Printing On County Purchased Clothing

Department Submitting Board of Supervisors

Documents:

LOGO.PDF

- II. Consideration Of Engagement Letter For Training Between Story County And The Mevyn Group For FY19 & FY20 Training \$6,600 Plus Travel Expenses

Department Submitting Human Resources

Documents:

MEYVN GROUP.PDF

- III. Consideration Of Iowa Department Of Transportation Agreement For County Bridge Federal Aid Swap Fund Project No.:BROS-SWAP-CO85(145)--SE-85

Department Submitting Engineer

Documents:

FEDERAL AID 145.PDF

- IV. Consideration Of Iowa Department Of Transportation Agreement For County Bridge Federal Aid Swap Fund Project No.:BROS-SWAP-CO85(148)--SE-85

Department Submitting Engineer

Documents:

FEDERAL AID SWAP148.PDF

- V. Consideration Of 28E Agreements Between Animal Control And The Following Cities: Colo Effective Upon Signature - 6/30/19

Department Submitting Animal Control

Documents:

28E AGREEMENT.PDF

- VI. Consideration Of Utility Permit(S): #19-004 Consent

Department Submitting Engineer

Documents:

UT 19 004.PDF

9. PUBLIC HEARING ITEMS:

- I. Discussion And Consideration Of Ordinance #274 Renaming A Portion Of Lincoln Highway To East Lincoln Way, Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
ORD 274.PDF
AMES COUNCIL FORM.PDF

10. ADDITIONAL ITEMS:

- I. Consideration Of Sending Budget Amendment Notice For Publication - Lisa Markley

Department Submitting Auditor

Documents:

AMENDMENT AUGUST.PDF
DOCUMENTATION FOR AMENDMENT.PDF

- II. Discussion And Consideration Of Quote From Geotech Midwest Inc For Geothermal Flush At Human Services Center For \$15,005.00 (Un-Budgeted)-Joby Brogden

Department Submitting Facilities Management

Documents:

HSC GEOTHERMAL FLUSH.PDF

- III. Consideration Of Amendments To The Story County Facade Improvement Grant Program - Leanne Harter

Department Submitting Board of Supervisors

Documents:

STORYCOUNTYFACGRANT
PROGRAMFY2019PROGRAMAPPLICATIONANDGUIDELINES.PDF

- IV. Consideration Of Updated Handbook For Boards And Commission Members - Matt Evans And Leanne Harter

Department Submitting Board of Supervisors

Documents:

BOARDSANDCOMMISSIONS MANUAL.PDF

- V. Discussion And Consideration Of Resolution #19-05, Dayton Ridge Final Plat 1-Jerry

Moore

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
RESOLUTION 19 05.PDF
35411 REQUIREMENTS.PDF
EMAIL FROM JEFF GIBBONS.PDF

- VI. Discussion And Consideration To Assist With Meal Costs Associated With The Summer Enrichment Program Offered At Collins-Maxwell Schools - Deb Schildroth And Jean Kresse

Department Submitting Board Of Supervisors

Documents:

SUMMERPROGRAMMEMO.PDF

11. AGENCY REPORTS:

12. DEPARTMENTAL REPORTS:

- I. Environmental Health Quarterly Report - Margaret Jaynes

Department Submitting Auditor

Documents:

ENV HEALTH.PDF

13. OTHER REPORTS:

14. PUBLIC FORUM #2:

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

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

16. ADJOURNMENT:

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

Story County Board of Supervisors
Meeting
8/07/18

NAME

ADDRESS

Jerry Moore
Steve Goodhue
Susan Hoshor
Andrew Ricklefs
Joby Brasen
Todd Lundvall
Hissa Wiggell
MARGARET JAYNES
Paula Toms
Mkt Evans
Jim Mullen
Deb Schildman
Kenne Harter
Jim Hesse

PEO Dept.
Knapp Tedesco
Knapp Tedesco
Knapp Tedesco
Facilities
BOS
BOS
EIT
LWV
BOS
and
BOS office
BOS
315 Clark Ames

Story County

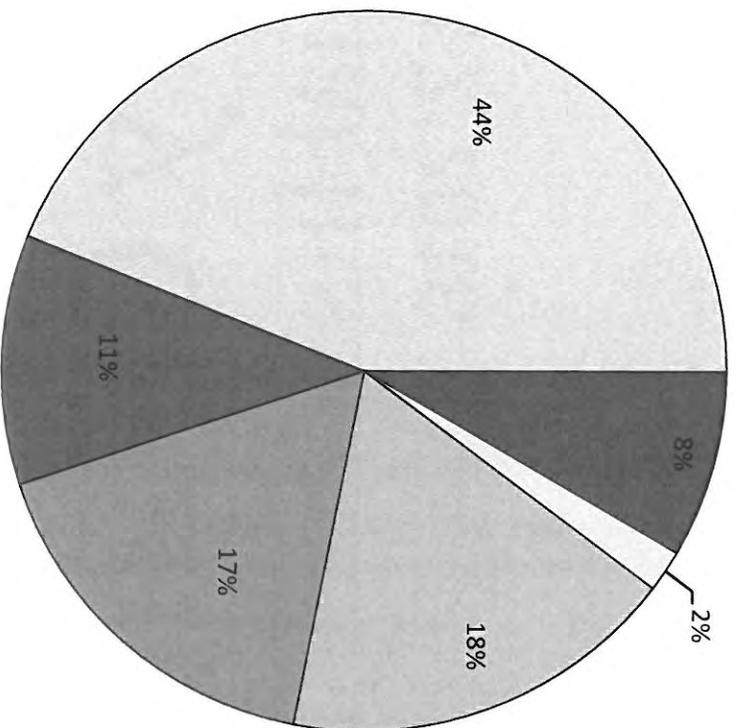
Annual Insurance Review

August 7, 2018



Knapp Tedesco
Insurance est. 1926

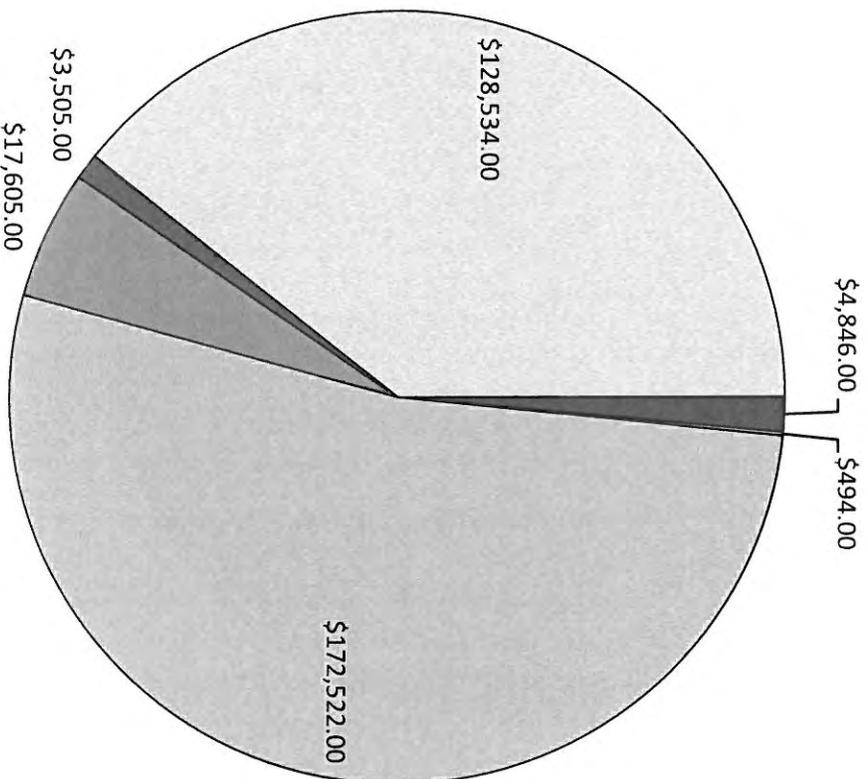
Work Comp Claims by Frequency (2013-2018)



Type of Claim

- Eye (9)
- Bite (2)
- Slip/Fall (19)
- Overexertion (18)
- Cut (12)
- Misc (47)

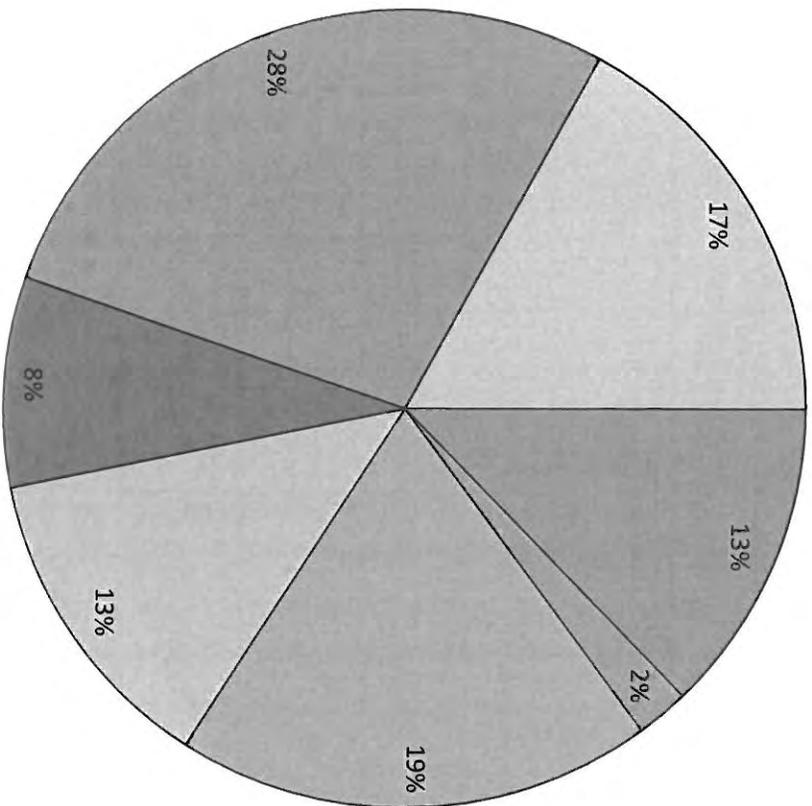
Work Comp Claims by \$ Amount (2013-2018)



Type of Claim

- Eye (9)
- Bite (2)
- Slip/Fall (19)
- Overexertion (18)
- Cut (12)
- Misc (47)

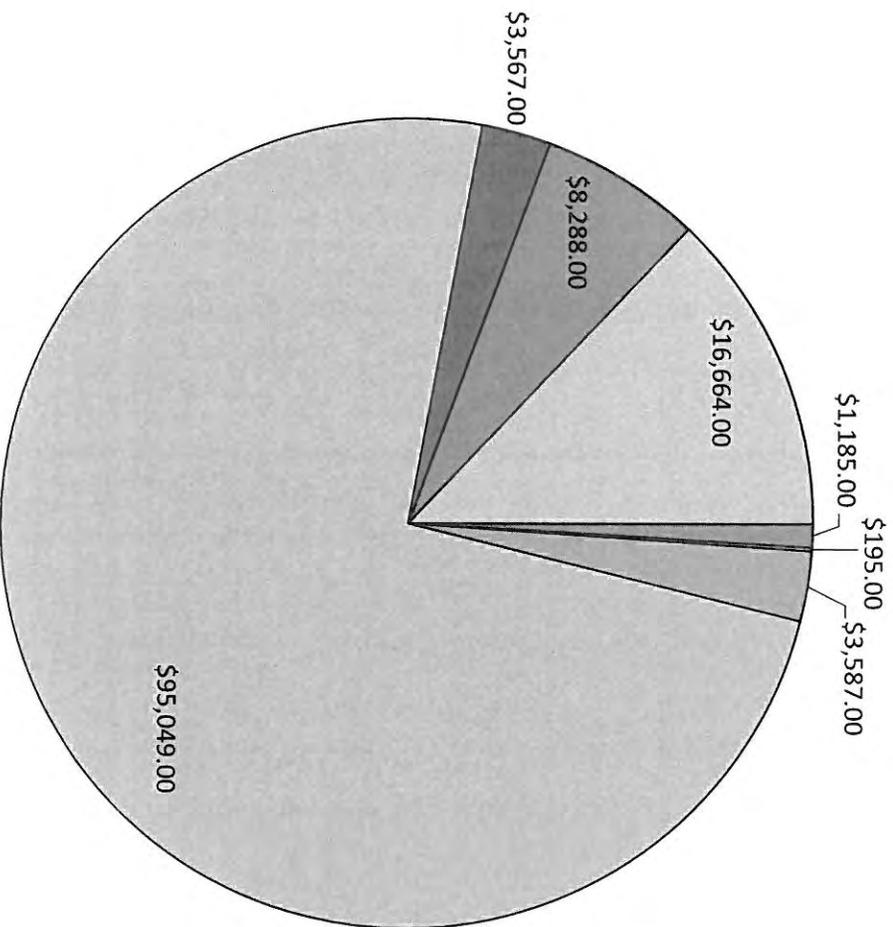
Misc. Work Comp Claims by Frequency (2013-2018)



Type of Misc. Claim

- Outdoor Rash (6)
- Burn (1)
- Exposure to bodily Fluids (9)
- Training Exercise / Police Activity (6)
- Not at Fault Car Accident (4)
- Bump/Scrape/Tweak (13)
- Other (8)

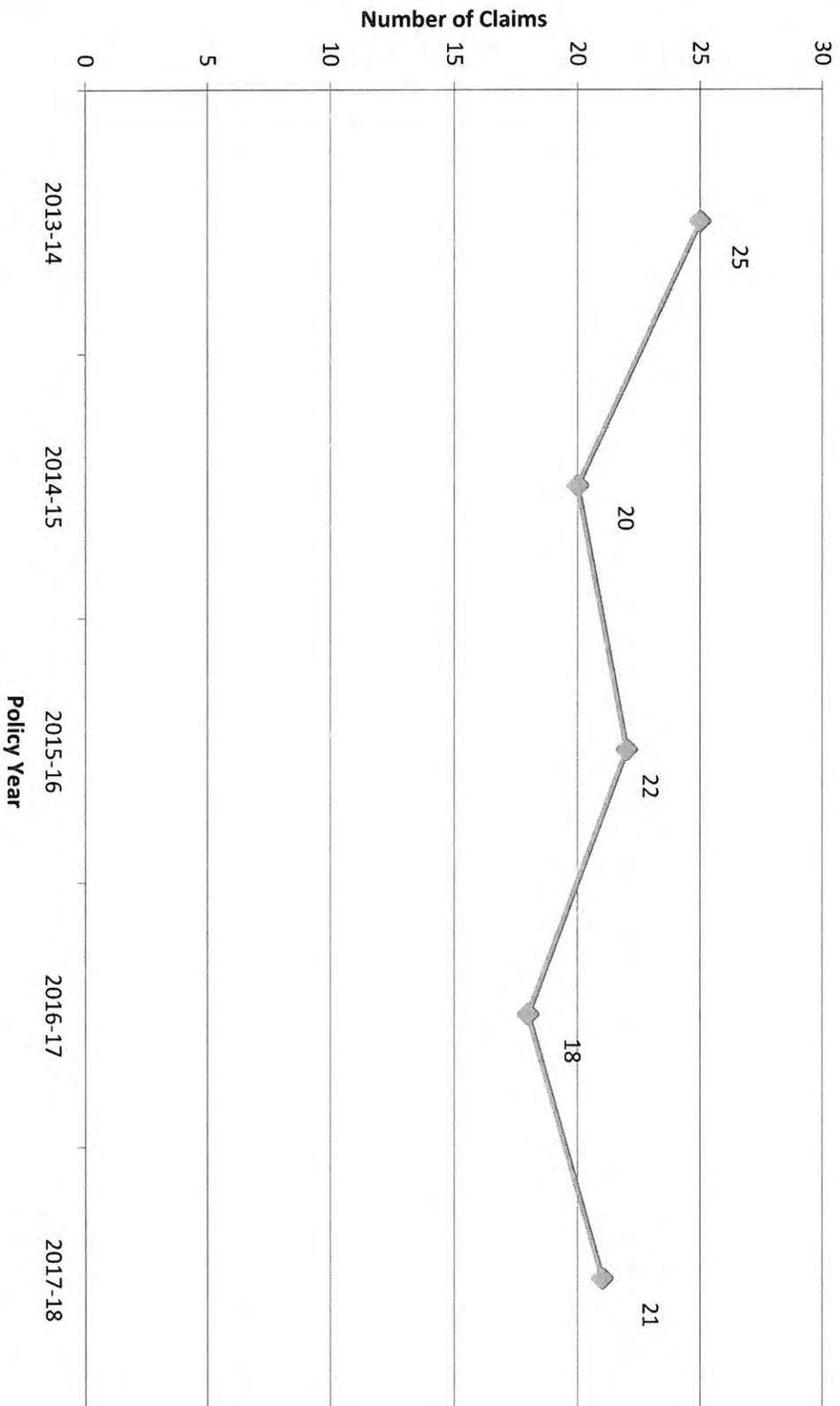
Misc. Work Comp Claims by \$ Amount (2013-2018)



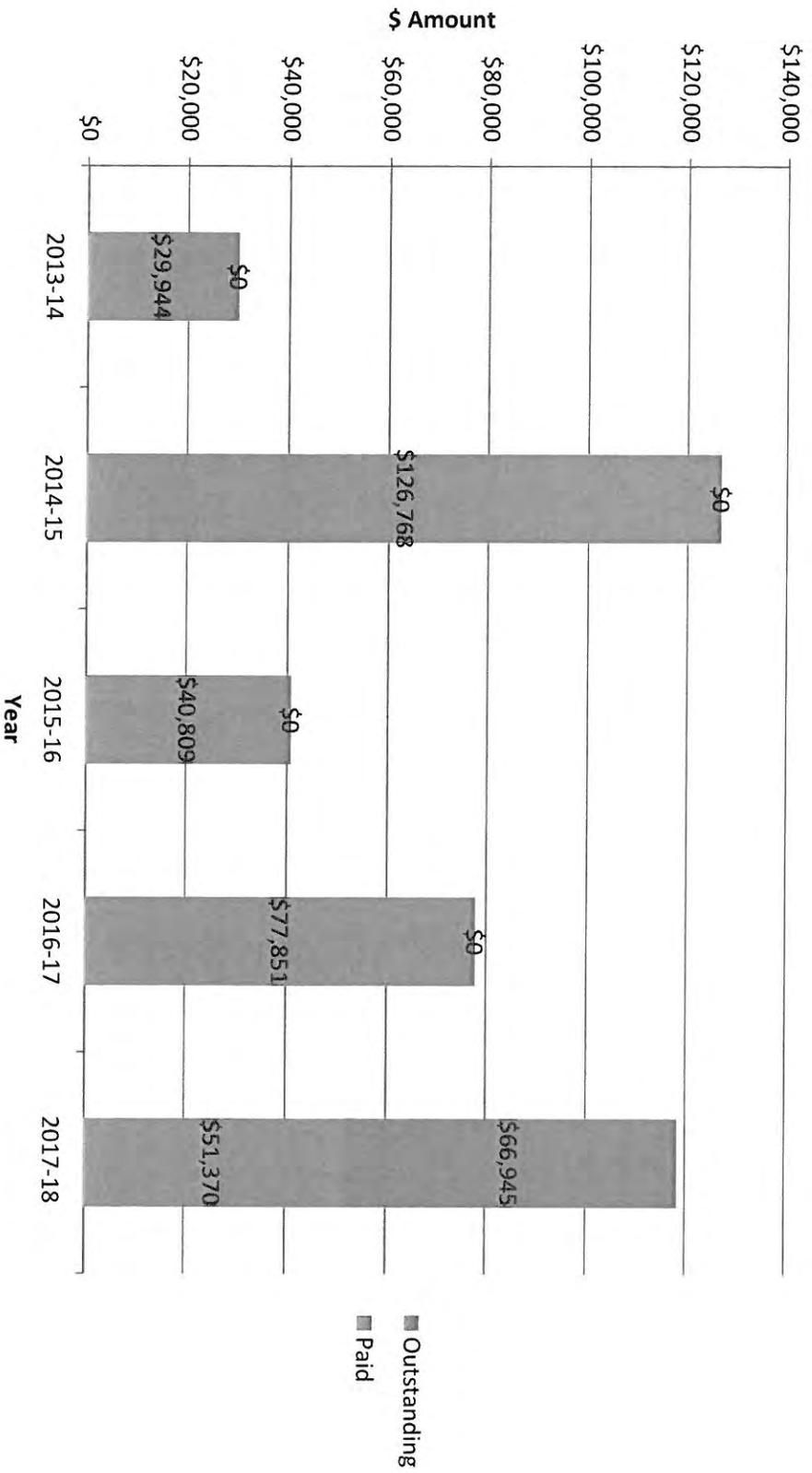
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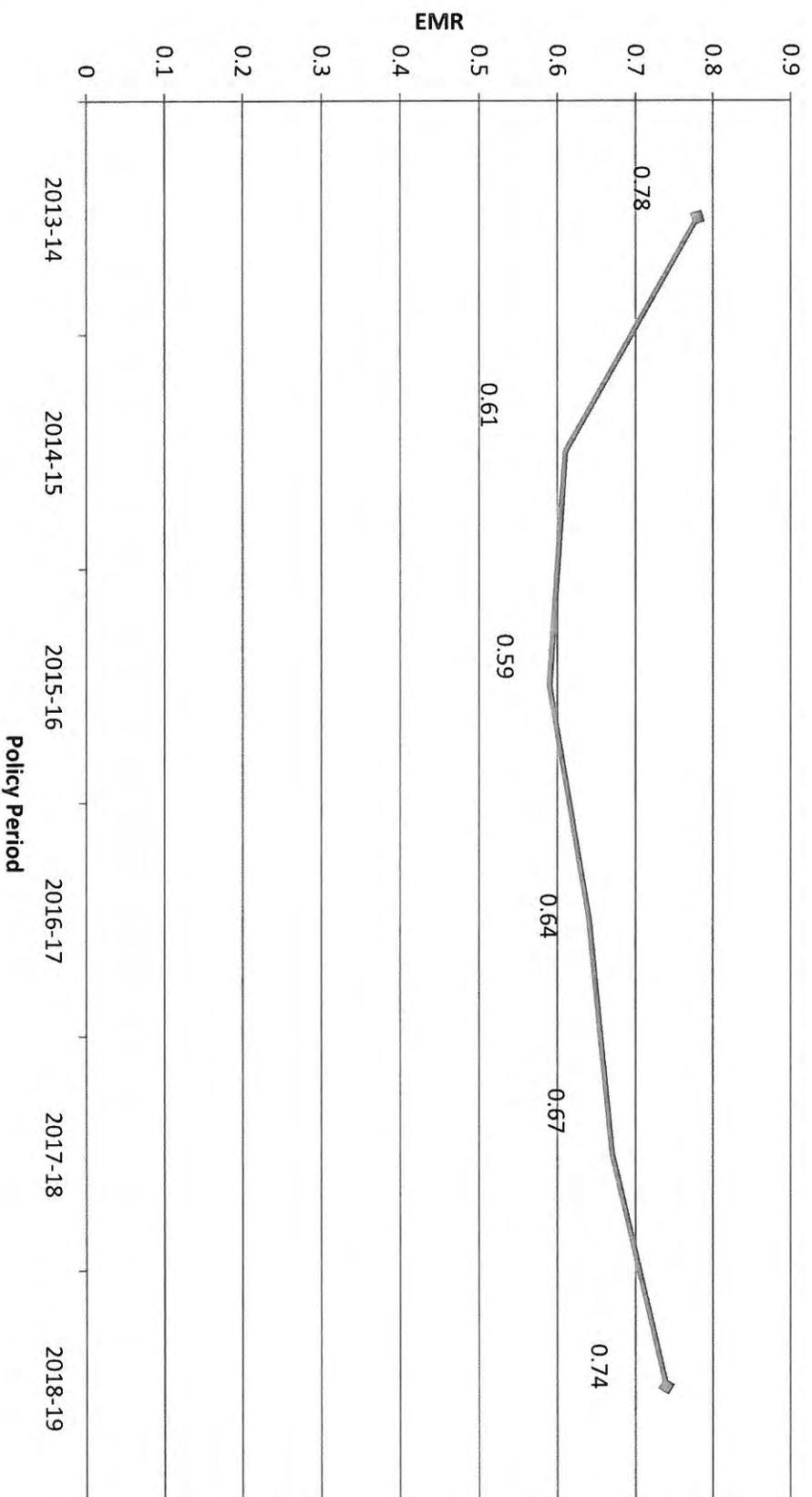
Total Number of Work Comp Claims (2013-2018)



Work Comp Claims by Year/\$ Amount



Experience Modification Rate Trend



Coverage Snapshot

Total Property Coverage:

Building	\$50,889,907
Personal Property	\$4,260,500
Computers & Equipment	\$2,001,449
Miscellaneous Property Scheduled	\$6,104,496
Miscellaneous Property Unscheduled	<u>\$651,545</u>
Total Insured Value	\$63,907,897

Premium Summary

Carrier/Line	2016-17	2017-18	2018-19
ICAP Package Premium	\$276,782	\$257,091	\$255,118 ^[1]
IMWCA WC Premium	\$162,913	\$143,698	\$161,961 ^[2]
Total	\$439,695	\$400,789	\$417,079

^[1] ICAP premium reduced by CRF voucher totaling \$32,554

^[2] IMWCA total work comp premiums before discounts is \$456,844 and is reduced by \$299,983 consisting of the following:

- Experience modification rate of .74 reduced workers compensation premium by \$118,779
- Longevity, large premium discounts & loss experience credits reduced workers compensation premium further by \$141,987
- A good experience bonus decreased premium by \$39,217 or 20%

Deductible Alternatives

Line of Coverage	Coverage	Contribution with \$10,000 Deductible	Contribution with \$25,000 Deductible	Contribution with \$50,000 Deductible
Property	\$63,907,897	\$115,643	\$104,376	\$89,792
General Liability	\$2,000,000	\$39,944	\$37,430	\$34,495
Law Enforcement Liability	\$2,000,000	\$52,275	\$47,056	\$41,820
Public Officials Wrongful Acts	\$2,000,000	\$21,008	\$17,866	\$15,670
Auto Liability	\$2,000,000	\$18,386*	*Auto Liability Deductible: \$0	
Excess Liability	\$13,000,000	\$40,416*	*Excess Liability Deductible: \$0	

Claim Data & Recommendations

County Cost with \$25,000 Deductible (2013-18)

Property	\$28,525	2 claims
General Liability	\$19,000	3 claims
Law Enforcement Liability	\$0	1 claim

County Cost with \$50,000 Deductible (2013-18)

Property	\$53,000	2 claims
General Liability	\$44,000	3 claims
Law Enforcement Liability	\$0	1 claim

- Increase Property deductible from \$10,000 to \$50,000
- Maintain General Liability deductible of \$10,000
- Maintain Law Enforcement Liability deductible of \$10,000

Thank You!



Knapp Tedesco
Insurance
est. 1926



Department of County Engineer and
Secondary Roads
Engineers Office
837 N. Avenue, Nevada, Iowa 50201
Ph. 515-382-7355 Fax 515-382-7369
www.storycountyiaowa.gov
Engineerweb@storycountyiaowa.gov

7/23/2018

TO: Story County Board of Supervisors

FROM: Darren Moon, County Engineer *DM*

RE: Use of Story County Logo for printing on county purchased clothing

The engineer/secondary roads department requests approval be granted to PDG Printing, Story City Iowa for the use of the departmental logo. This logo will be screen printed on articles of clothing worn by employees of the department only. The department will provide a copy of the logo policy to PDG Printing to ensure specific requirements to use the logo are followed as laid out in the policy.

~~APPROVED~~ DENIED
Board Member Initials: *DM*
Meeting Date: *8-7-18*
Follow-up action: _____



the meyv n group

Presents a Letter of Agreement for



Story County and The Meyvn Group

The Meyvn Group is pleased to provide Story County with Harassment Training.

Building a Respectful Workplace (2 hour sessions)

We're becoming a more diverse culture every day. According to the Census Bureau a million new immigrants enter the United States every year. Add that to the 80 million multicultural Americans who are already here. Then expand your thinking about diversity to include sexual orientation, gender differences, generational issues and individuals with disabilities and you start to realize the impact that diversity has on your organization and the powerful workforce that is available to you... if you know how to embrace it. After completing this module participants will be able to:

- Define diversity
- Practice self awareness
- Identify personal bias
- Recognize personal prejudices and stereotypes
- Promote inclusive language
- Recognize discriminatory business practices
- Optimize diversity opportunities
- Address disrespectful behaviors, practices and people
- Create the land of opportunity

Story County Investment:

FY19 (July 1, 2018- June 30, 2019)

March 13, 2019; 1-3p
March 19, 2019; 1-3p
March 25, 2019; 1-3p

\$1,800. Story County will be billed upon acceptance of this agreement for FY19.

FY20 (July 1, 2019- June 30, 2020)

8 Dates TBD

\$4,800. Story County payment for the FY20 sessions will be due after July 1, 2019.

*** Additional requested dates tied to harassment training would be billed at the FY19 / FY20 contracted rate.



Story County

6-7-18
Date

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR COUNTY BRIDGE FEDERAL-AID SWAP FUNDING**

COUNTY: Story

PROJECT NO.: BROS-SWAP-C085(145)—SE-85

AGREEMENT NO.: 1-18-HBP-SWAP-019

This is an agreement between the County of Story County, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department), for funding through the Federal-aid Swap County Highway Bridge Program (HBP) under 761 Iowa Administrative Code (IAC) Chapter 161.

The parties agree as follows:

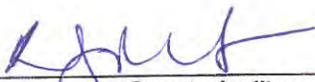
1. The Recipient shall be the lead local governmental agency for carrying out this agreement.
2. All notices required under this agreement shall be in writing to the Department and the Recipient's contact person. The Department's contact person shall be the District 1 Local Systems Engineer. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 314280
 - B. Location: 300th Street over Unnamed Creek
 - C. Preliminary Estimated Total Eligible Costs: \$350,000
4. The eligible project construction limits shall include the bridge plus grading and paving to reach a "touchdown point" determined by the Department. Eligible project costs include only costs associated with construction within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environment or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from Federal-aid Swap County HBP funds. The Recipient shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to Federal-aid Swap County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 2.020.
7. The Recipient shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the Recipient shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3-year deadline.
9. The Recipient shall pay for all project costs not reimbursed with Federal-aid Swap County HBP funds.
10. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
11. This agreement is not assignable without the prior written consent of the Department.
12. It is the intent of both parties that no third party beneficiary be created by this agreement.

13. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written acceptance of the Department and the Recipient.

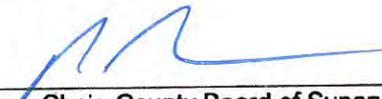
IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

County Signature Block

This agreement was approved by official action of the Story County Board of Supervisors in official session on the 7th day of AUGUST, 2018.



County Auditor



Chair, County Board of Supervisors

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Division**

By _____ Date _____, 20____
Gregg Durbin, P.E.
Local Systems Engineer
District 1

Recommended for approval by:

 8-1-18

Darren R. Moon, P.E. Date

EXHIBIT 1
General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa-ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering office shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Section 3.1 -- Environmental Reviews and Permits.

5. Right-of-Way, Railroads, and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.605, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.505, Check and Final Plans and I.M. 3.410, Check and Final Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 3.730, Department's Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.750, Project Development Certifications Instructions. The project will not be turned in for bid letting until the Department has reviewed and approved the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

7. Construction.

- a. The Recipient shall follow the procedures in I.M. 3.805, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

- a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Office, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 3.910, Final Review, Audit, and Close-out Procedures for Federal-aid Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR COUNTY BRIDGE FEDERAL-AID SWAP FUNDING**

COUNTY: Story

PROJECT NO.: BROS-SWAP-C085(148)—SE-85

AGREEMENT NO.: 1-18-HPB-SWAP-025

This is an agreement between the County of Story County, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department), for funding through the Federal-aid Swap County Highway Bridge Program (HBP) under 761 Iowa Administrative Code (IAC) Chapter 161.

The parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out this agreement.
2. All notices required under this agreement shall be in writing to the Department and the Recipient's contact person. The Department's contact person shall be the District 1 Local Systems Engineer. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 314120
 - B. Location: On 570th Avenue over Ballard Creek
 - C. Preliminary Estimated Total Eligible Costs: \$600,000
4. The eligible project construction limits shall include the bridge plus grading and paving to reach a "touchdown point" determined by the Department. Eligible project costs include only costs associated with construction within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environment or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from Federal-aid Swap County HBP funds. The Recipient shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to Federal-aid Swap County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 2.020.
7. The Recipient shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the Recipient shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The project shall be required to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3-year deadline.
9. The Recipient shall pay for all project costs not reimbursed with Federal-aid Swap County HBP funds.
10. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
11. This agreement is not assignable without the prior written consent of the Department.
12. It is the intent of both parties that no third party beneficiary be created by this agreement.

13. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

County Signature Block

This agreement was approved by official action of the Story County Board of Supervisors in official session on the 7th day of August, 2018.



County Auditor



Chair, County Board of Supervisors

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Division**

By _____ Date _____, 20____
Gregg Durbin, P.E.
Local Systems Engineer
District 1

Recommended for approval by:

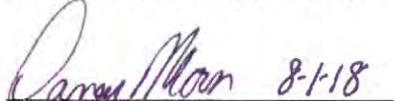

Darren R. Moon, P.E. 8-1-18
Date

EXHIBIT 1
General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa-ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering office shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Section 3.1 – Environmental Reviews and Permits.

5. Right-of-Way, Railroads, and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.605, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
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Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

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- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
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 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

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- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 3.910, Final Review, Audit, and Close-out Procedures for Federal-aid Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

Return to &

Prepared by Sue McCaskey, Story County Animal Control, 975 West Lincoln Way, Nevada, IA 50201 515-382-3338

ANIMAL RESCUE SERVICE CONTRACT

This contract and Agreement is entered into by and between Story County, Iowa and the City of Colo, Iowa pursuant to the authority, and by the procedures of Chapter 28E, Code of Iowa.

1. Purpose:

Under this contract, Story County shall provide said City with services of domestic animal rescue as set forth more specifically in succeeding paragraphs herein with the exception of 2(e) and (f). Story County will not provide service with regard to wild animals **except as noted below in the Scope of Services, and** in the sole discretion of Story County.

2. Scope of services (pursuant to Story County Code of Ordinances):

- a. Transportation of animals impounded by the contracting city.
- b. Shelter and board for the impounded animals.
- c. Issuance of applicable impoundment charges on impounded animals pursuant to Story County Code of Ordinances.
- d. Cat, dog, and **other small domesticated animal** adoption service for appropriately impounded animals.
- e. Investigation and disposition of rabid, sick or injured animals.
- f. Supervision of quarantine procedures and rabies testing.
- g. **Collection and impounding of City trapped cats.**
- h. Arrange for emergency veterinary care or provision of first-aid treatment.
- i. Provision of humane euthanasia of unclaimed cats and dogs pursuant to Iowa Code 351.37.
- j. Rescue of animals in unusual or emergency circumstances (i.e. flood waters, fire, etc., with permission from appropriate City Official).

- k. One letter sent to resident of said City when requested by said City and **only after prior attempts at resolution by City.**

Any other animal control related problem may be dealt with at the Animal Control Officer's discretion.

The City understands that all service is subject to the Animal Control Officer's availability and discretion with the expressed approval of a City Official, except in emergencies.

Initial ^{ASIC} here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: 515-410-4750.

3. Consideration: (Quarterly billing)

The City will pay Story County, Iowa, based on the following fee schedule:

(No trip charge will be assessed from 8:00 a.m. to 3:00 p.m., Monday – Friday)

- a. \$50.00 per officer involved, per trip between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.
- b. \$25.00 per trip for investigations (regardless of whether or not an animal is detained), confining an animal, and other services as needed.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding and transportation costs.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding and transportation costs.
- e. \$5.50 per day up to a maximum of seven (7) days per unclaimed exotic animal for boarding and transportation costs.
- f. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock for boarding and transportation costs. Depending on animal size, if a trailer is needed to transport an animal, add an additional \$35.00.
- g. \$15.00 for euthanasia of each unclaimed or unwanted cat no held for seven (7) days, due to sickness, injury or rabies testing.
- h. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for seven (7) days, due to sickness, injury or rabies testing.
- i. \$20.00 for euthanasia of each wild animal species such as opossum, raccoon, etc.
- j. \$5.00 per day for rental of cat box trap.
- k. \$8.00 per day for rental of dog box trap.
- l. \$10.00 per citation issued at the request of said City.

- m. \$10.00 handling/transportation charge for all domestic animals held less than seven (7) days.
- n. At the discretion of said City and Animal Control, an animal may be held and boarded for less than a minimum seven (7) days if the animal is:
Significantly sick or injured, ill-tempered or vicious, feral/wild (not adoptable, applicable to cats and dogs only), believed to have been exposed to a disease infectious to animals or humans.

4. Rescue and removal charges:

For any animal in unusual or emergency circumstances - \$50.00 per trip, per Animal Control Officer needed, and any other applicable fees (which may include, but are not limited to, Sheriff's Office invoices for service).

All diagnostic and/or quarantine costs shall be paid by the City.

5. Recording requirements:

In Accordance with Iowa Code Chapter 28E, a copy of this agreement shall be filed with the Secretary of State and recorded with the Story County Recorder.

6. Termination:

Either party may terminate this agreement without penalty at any time by giving written notice at least thirty (30) days before the effective date of such termination.

7. Effective date:

This agreement shall become effective upon formal passage and execution of the Board of Supervisors above named and upon filing of this agreement with the Secretary of State of Iowa.

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2018, and terminating on June 30, 2019. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

This agreement may not otherwise be amended or altered without a written, signed, and filed amendment to the agreement executed by the parties hereto.

In witness whereof the parties hereto have, by their authorized representatives, executed this agreement.

Story County, Iowa

By: [Signature]
Chairperson Date

City of Colo

By: John C. Wilson 7/2/18
Mayor Date

ATTEST

[Signature] 8-7-18
Auditor Date

[Signature] 7/2/18
Clerk Date

Story County Animal Control

By: [Signature]
Animal Control Director Date

STORY COUNTY UTILITY PERMIT

Date 8/1/18

To the Board of Supervisors, Story County, Iowa:

The SEPTER NATURAL GAS Company, incorporated under the laws of Iowa, with its principal place of business at _____, 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 520 Tth on secondary route 520th, from 210th ST to TBS SITE OF a RWY a distance of 1/4 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 7-27-18

NORTHER NATURAL GAS
Name of Company (Applicant - Permittee)

by DAVE KIMMEL Phone no. 515-321-4402

Recommended for Approval:

Date 7-30-18

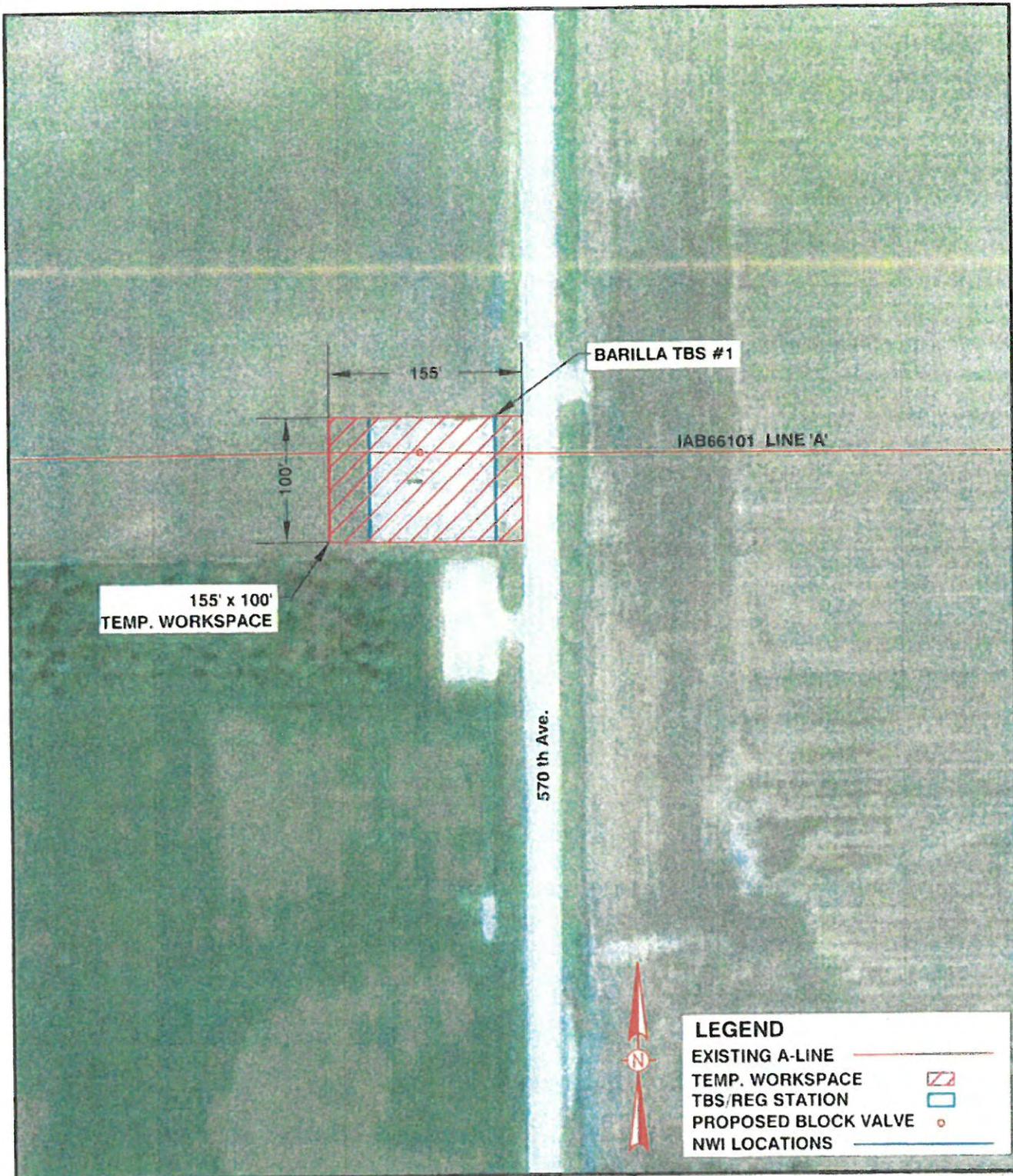
Daren Mann Phone no. 515-382-7355
County Engineer

Approved:

Date 8-7-18

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

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



155' x 100'
TEMP. WORKSPACE

BARILLA TBS #1

IAB66101 LINE 'A'

570 th Ave.

LEGEND

- EXISTING A-LINE —
- TEMP. WORKSPACE
- TBS/REG STATION
- PROPOSED BLOCK VALVE ●
- NWI LOCATIONS —

Marshalltown Block Valve Install MP 5.4
 01117071
 Project Location Aerial Overview
 Sec. 31, T84N, R23W
 Story County, Iowa



Original Issue
 Sheet AR-01
 Date: 3/16/18
 Scale: 1:2000

COUNTY NAME: STORY	NOTICE OF PUBLIC HEARING AMENDMENT OF CURRENT COUNTY BUDGET	CO NO: 85
------------------------------	--	---------------------

The County Board of Supervisors will conduct a public hearing on the proposed amendment to the current County budget as follows:

Meeting Date: 8/28/18	Meeting Time: 10:00 a.m.	Meeting Location: Public meeting room, Story Co. Admin.
--------------------------	-----------------------------	--

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, the proposed amendment. An approved budget amendment is required in order to permit increases in any class of expenditures as last certified or last amended.

County Telephone No.: (515) 382-7212	For Fiscal Year Ending: 6/30/2019
--------------------------------------	-----------------------------------

Iowa Department of Management Form 653 A-R Sheet 1 of 2 (Publish) (revised 05/01/14)	Total Budget as Certified or Last Amended	Proposed Current Amendment	Total Budget After Current Amendment
REVENUES & OTHER FINANCING SOURCES			
Taxes Levied on Property	1 25,838,588		25,838,588
Less: Uncollected Delinquent Taxes - Levy Year	2 0		0
Less: Credits to Taxpayers	3 1,054,456		1,054,456
Net Current Property Taxes	4 24,784,132	0	24,784,132
Delinquent Property Tax Revenue	5 3,050		3,050
Penalties, Interest & Costs on Taxes	6 75,000		75,000
Other County Taxes/TIF Tax Revenues	7 3,496,431		3,496,431
Intergovernmental	8 8,777,341	656,111	9,433,452
Licenses & Permits	9 78,970		78,970
Charges for Service	10 1,867,815		1,867,815
Use of Money & Property	11 452,025		452,025
Miscellaneous	12 857,750	449,000	1,306,750
Subtotal Revenues	13 40,392,514	1,105,111	41,497,625
Other Financing Sources:			
General Long-Term Debt Proceeds	14		0
Operating Transfers In	15 3,093,350		3,093,350
Proceeds of Fixed Asset Sales	16 2,000		2,000
Total Revenues & Other Sources	17 43,487,864	1,105,111	44,592,975
EXPENDITURES & OTHER FINANCING USES			
Operating:			
Public Safety & Legal Services	18 12,136,760		12,136,760
Physical Health & Social Services	19 2,540,695		2,540,695
Mental Health, ID & DD	20 1,979,364		1,979,364
County Environment & Education	21 4,112,166		4,112,166
Roads & Transportation	22 7,035,300		7,035,300
Government Services to Residents	23 1,248,592	5,000	1,253,592
Administration	24 6,491,256		6,491,256
Nonprogram Current	25 85,000		85,000
Debt Service	26 1,518,680		1,518,680
Capital Projects	27 5,047,395	1,326,319	6,373,714
Subtotal Expenditures	28 42,195,208	1,331,319	43,526,527
Other Financing Uses:			
Operating Transfers Out	29 3,093,350		3,093,350
Refunded Debt/Payments to Escrow	30		0
Total Expenditures & Other Uses	31 45,288,558	1,331,319	46,619,877
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32 (1,800,694)	(226,208)	(2,026,902)
Beginning Fund Balance - July 1,	33 22,120,009		22,120,009
Increase (Decrease) in Reserves (GAAP Budgeting)	34 0		0
Fund Balance - Nonspendable	35 0		0
Fund Balance - Restricted	36 9,567,731	(51,713)	9,516,018
Fund Balance - Committed	37 2,261,140	(865,603)	1,395,537
Fund Balance - Assigned	38 2,632,457	398,454	3,030,911
Fund Balance - Unassigned	39 5,857,987	292,654	6,150,641
Total Ending Fund Balance - June 30,	40 20,319,315	(226,208)	20,093,107

Explanation of changes:

Purchase of Conservation properties, roof replacement @ Justice Center (insurance)

APPROVED **DENIED**
 Board Member Initials: RS
 Meeting Date: 8-7-18
 Follow-up action: _____

8/2/2018

Dept Name	#	Amount	Reason	Funding Source
Recorder	07	5,000	Cott system	Records Management
		5,000		
Conservation	22	9,247	Carroll Prairie purchase	General Fund Balance/ETF
		418,917	Jordan Wildlife purchase	Grants/ETF
		15,000	HOINT paving	
		133,000	Watershed Improvement HG	
		46,410	Water Trail Grant	
		9,650	ISU Greenbelt park	
<i>General Fund</i>		632,224		
		36,715	Jordan Wildlife purchase	Friends of Conserv
<i>Friends of Conserv</i>		36,715		
Department Total		668,939		
Countywide Services	99			
		450,000	Justice Center roof	Cap Proj Fund
<i>Cap Proj</i>		450,000		
Department Total		450,000		

\$1,123,939 Total Amendment (Expenses)

General Fund:	632,224
Records Management Fund	5,000
Capital Projects Fund	450,000
Friends of Conservation	36,715
Friends of Animals Fund	
	<hr/>
	1,123,939

"STATEMENT OF CHANGE IN FUNDS BALANCE"

FUND NAME & NUMBER	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE			
FY'19 BUDGET							
GENERAL BASIC #01000	8,070,604	20,011,240	19,287,577	8,794,267	3,251,251	29.85%	
GEN. SUPPLEMENTAL #02000	1,662,857	4,375,647	4,376,260	1,662,244	Restricted	37.98%	33.00%
COUNTY MHDS FUND #10000	757,208	2,226,217	1,979,364	1,004,061	Restricted	50.73%	
RURAL SERVICES #11000	980,535	5,876,501	5,963,465	893,571	45,572	21.95%	
TIF #15000	0	968,779	965,750	3,029	Restricted		
URBAN RENEWAL PPROJ #17000	273,281	273,350	273,350	273,281	Restricted		
SECONDARY ROADS #20000	2,640,541	7,523,060	7,810,300	2,353,301	Restricted	30.13%	
SPEC. LAW ENFCMENT #22000	18,275	8,550	8,300	18,525	Restricted		
REAP #23000	86,748	515,380	468,580	133,548	Restricted		
EMPLOYEE WELLNESS #26000	84	0	0	84	Restricted		
RECORDERS RECORDS #27000	83,052	14,700	15,000	82,752	Restricted		
JAIL INMATE CMSRY #28000	115,838	50,600	75,000	91,438	GF Assigned		
DEBT SERVICE #29000	52,890	818,440	826,280	45,050	Restricted		
CAPITAL PROJECTS #30000	132,893	150,000	0	282,893	Restricted		
CAPITAL PROJECTS TIF #32000	750,056	0	743,223	6,833	Restricted		
SHERIFF RES OFFICERS #35000	35,707	6,000	12,000	29,707	Restricted		
CO ATTY FINE COLLECTION #38000	270,761	30,000	0	300,761	GF Assigned		
CONSERV LAND ACQ & CAP#68000	566,964	138,000	0	704,964	GF Assigned		
FRIENDS OF CONSERV #73000	827,421	134,400	75,000	886,821	Restricted		
FRIENDS OF ANIMALS #74000	164,808	26,000	18,000	172,808	Restricted		
TOTAL	17,490,523	43,146,864	42,897,449	17,739,938			

8/28/2018

FY'19 PROPOSED AMENDMENT							
GENERAL BASIC #01000	9,015,754	20,792,351	20,447,551	9,360,554	3,182,033	31.32%	
GEN. SUPPLEMENTAL #02000	1,706,491	4,375,647	4,608,260	1,473,878	Restricted	31.98%	31.07%
COUNTY MHDS FUND #10000	811,811	2,226,217	1,979,364	1,058,664	Restricted	53.49%	
RURAL SERVICES #11000	979,747	5,876,501	6,004,791	851,457	61,804	20.22%	
TIF #15000	266,985	968,779	965,750	270,014	Restricted		
URBAN RENEWAL PPROJ #17000	213,208	273,350	273,350	213,208	Restricted		
SECONDARY ROADS #20000	4,656,402	7,523,060	8,045,300	4,134,162	Restricted	51.39%	
SPEC. LAW ENFCMENT #22000	20,943	8,550	8,300	21,193	Restricted		
REAP #23000	98,738	515,380	468,580	145,538	Restricted		
EMPLOYEE WELLNESS #26000	3,780	0	3,780	0	Restricted		
RECORDERS RECORDS #27000	87,207	14,700	20,000	81,907	Restricted		
JAIL INMATE CMSRY #28000	136,232	50,600	75,000	111,832	GF Assigned		
DEBT SERVICE #29000	52,933	818,440	826,280	45,093	Restricted		
CAPITAL PROJECTS #30000	270,273	590,000	658,000	202,273	Restricted		
CAPITAL PROJECTS TIF #32000	1,691,976	0	1,691,976	0	Restricted		
SHERIFF RES OFFICERS #35000	43,452	6,000	12,000	37,452	Restricted		
CO ATTY FINE COLLECTION #38000	271,653	30,000	0	301,653	GF Assigned		
CONSERV LAND ACQ & CAP#68000	585,626	138,000	0	723,626	GF Assigned		
FRIENDS OF CONSERV #73000	933,012	134,400	111,715	955,697	Restricted		
FRIENDS OF ANIMALS #74000	273,786	26,000	212,500	87,286	Restricted		
TOTAL	22,120,009	44,367,975	46,412,497	20,075,487			

STORY COUNTY FAÇADE IMPROVEMENT GRANT PROGRAM

A Public-Private Partnership Program sponsored by Story County
to revitalize small town commercial business areas

Story County, Iowa



APPROVED

DENIED

Board Member Initials: AS

Meeting Date: 8-7-18

Follow-up action: _____

STORY COUNTY FAÇADE IMPROVEMENT GRANT PROGRAM

PROGRAM GUIDELINES

PURPOSE

Story County identifies that the aesthetic quality and the economic vitality of each business is linked with the success of surrounding commercial establishments. Revitalized business districts can contribute greatly to the revitalization of the community at large and extends beyond the community to the entire region. The **Story County Façade Improvement Grant Program** provides financial assistance to the city governments, working in collaboration with private commercial businesses within their city limits, for façade improvements. The purpose is to support the revitalization of business districts in small towns by stimulating private investments that enhance the appearance of buildings and properties.

ELIGIBILITY

ALLOWABLE AWARDS

The County will award a one-time reimbursement grant up to 20% or not more than \$10,000 towards the total project costs of façade improvements. The city shall provide matching funds equal to or greater than the maximum provided by the County. The matching funds can be either direct funds or in-kind. In-kind matching funds must be demonstrated through the following means:

- assigned value is reasonable, consistent, and is suitably allocated within the program budget; and
- basis used for determining the value of the personal services, material or equipment, facility use or building contributed is documented.

Total disbursement by the County in Fiscal Year ~~2018~~2019 (July 1, ~~2017~~2018, through June 30, ~~2018~~2019) shall be \$10,000. The County reserves the right to fund one or several applications as funding allows. An applicant may only submit and receive funding for one application each fiscal year.

ELIGIBLE APPLICANTS

It is the goal of the program to create public-private partnerships between the business owners, city government, and the County, to create the greatest benefit to all citizens both within the city and county as a whole. The city acts as the “applicant” for all applications for the **Story County Façade Improvement Grant Program**. Eligible properties and/or businesses shall work with the city council of their respective community. A city shall apply on behalf of the eligible properties and/or business and all funds disbursements from the County shall go to the city. Additional applicant requirements are identified in the “Terms of Agreement” found at the end of the program guidelines.

Eligible properties are located in communities within Story County with a population less than 2,000 persons, according to the 2010 US Census.

The eligible business shall be a legally established and licensed business in the State of Iowa and shall be in conformance with all applicable City/County/State codes and regulations. The County reserves the right to deny and/or withhold funding to properties delinquent on payment of fines, fees or taxes. Ineligible properties include owners of--primarily residential structures, churches and other religious institutions, tax delinquent property or a property whose owner has any other tax delinquent property.

In addition, any projects that have commenced prior to their approval by the County shall be ineligible for grant funding.

ELIGIBLE IMPROVEMENTS

Eligible expenditures will include only projects oriented towards the exterior improvements of existing structures; the portion visible from the road right-of-way upon which the structure fronts. All work must result in a publicly visible improvement. Grants cannot be used to correct code violations or occurrences covered by insurance.

All improvements, except for painting, shall be completed by a licensed contractor, and shall be made in conformance with all applicable building codes, laws and zoning requirements.

ELIGIBLE IMPROVEMENTS INCLUDE:

- Exterior buildings improvements, either cosmetic and/or structural
- Signage*(not including billboards)
- Lighting*
- Landscaping*

*These improvements shall apply if it has been determined that the structural and cosmetic conditions of the façade are at an acceptable level.

Exterior improvements must be of compatible color/style with the surrounding building and architecture. Exceptions may be considered on a case by case basis. If a structure is of historic significance (i.e. it has been listed as a local landmark, is listed or is eligible for listing on the National Register of Historic Places), improvements must be in conformance with the *Secretary of Interior's Standards for Rehabilitation*, as well as *Guidelines for Rehabilitating Historic Buildings* will apply.

During the application review, special consideration will be given to projects that meet the following criteria:

- Structures located in their respective central business district, i.e. Main Street.
- Projects that leverage more private investment than the required matching amount.
- Projects designed by a licensed architect.
- Historic structures.

APPLICATION ROUTING

Once the application materials are complete, a property/business owner shall submit all materials to their respective city. The city will review the application and make a determination of the maximum match they are able to contribute towards the project, keeping in mind there the requirement that the city shall provide matching funds equal to or greater than the maximum provided by Story County. Once the city has made a match determination, they shall forward the application to the County, for review.

APPLICATION DEADLINE

Applications are accepted at any time; however, an application must be approved by the Board of Supervisors prior to work being undertaken. Qualified projects to be awarded on a first come, first served basis following the beginning of the fiscal year.

Work is expected to be completed and bills submitted within 12 months of the grant award date. A complete copy of bills from expenses relating to the project must be presented to Story County before the grant money will be awarded. The amount of the grant may be adjusted if the actual cost is lower than the estimated cost. Any deviations from the approved application may disqualify the applicant.

STORY COUNTY FAÇADE IMPROVEMENT GRANT PROGRAM APPLICATION FORM



PROJECT INFORMATION

PROJECT ADDRESS _____ PROPERTY OWNER _____

BUSINESS OWNER
(IF DIFFERENT FROM
PROPERTY OWNER) _____ NAME OF
BUSINESS _____

CONTACT INFORMATION

APPLICANT (CITY
CONTACT PERSON) _____ CONTACT
ADDRESS _____

PHONE _____ E-MAIL _____

AMOUNT REQUESTED: _____ MATCHING AMOUNT _____

APPLICATION ATTACHMENT CHECKLIST

In addition to the completed application, please attach the following:

- Written consent from property owner giving permission to conduct improvements
- Color photographs of existing conditions
- Written statement that outlines in detail scope of the project
- Project budget that includes detailed cost estimates prepared by contractors
- Any design documents prepared by a licensed architect or engineer, if available

PLEASE READ

By signing below you certify that to the best of your knowledge you have submitted all the required information to apply for a façade grant and that the information is accurate. You further acknowledge that you have read and agree to the Terms of Agreement outlined on the back of this form.

SIGNATURE OF PROPERTY/BUSINESS OWNER: _____ DATE _____

SIGNATURE OF APPLICANT: _____ DATE _____
Name and Title (Chief Elected Official)

SUBMIT COMPLETED APPLICATION TO:

Story County – County Outreach and Special Projects Manager
900 6th Street - Nevada, Iowa 50201
or email to: lharter@storycountyiowa.gov

Terms of Agreement

- The applicant is the city.
- The applicant and property/business owner meets all of the eligibility criteria outlined in the **Story County Façade Improvement Grant Program**.
- No funds are approved for the proposed improvements until the applicant is notified in writing and meets all Program requirements. **Work completed prior to final approval is ineligible for funding.**
- All funds are distributed on a reimbursement basis after all work is completed.
- The applicant shall ensure that work is performed in a satisfactory manner, as determined by the County, conforming to the approved application, project budget, and project schedule.
- The applicant shall be responsible for at least the matching funds equal to or greater than the maximum provided by the County. The applicant shall keep record of all documents, receipts, lien waivers, etc., to substantiate that they are in conformance with this requirement.
- No changes to the approved project plans shall be made without prior consent from Story County.
- Grant funds shall be disbursed only upon the satisfactory completion of the project in accordance with the approved plans for the project. It is the responsibility of the applicant and/or business to demonstrate that the project is satisfactorily complete.
- Grant funds are only to be used for the scope of the project approved by the County, and no other renovations or improvements of the structure or business.
- The applicant authorizes Story County to promote their approved project, including, but not limited to, displaying a sign at the site during and after the construction, and using photographs and descriptions of the project in County media materials.

Acknowledgement of Terms of Agreement

SIGNATURE OF APPLICANT: _____ DATE _____
Name and Title (Chief Elected Official)



IOWA • 1853 Member Initials: NS

Meeting Date: 8-7-18

Follow-up action: edit's beam

Come back

~~APPROVED~~

DENIED

Handbook for

Boards and

Commission

Members

www.storycountyiowa.gov

Story County, Iowa - 900 6th Street - Nevada, Iowa 50201



WELCOME!

Thank you for your willingness to serve Story County. Your participation personifies citizen involvement in the governing process. We rely on our members of the boards and commissions to research issues, reach out to our citizens, and make recommendations that are aligned with our mission and goals.

This Handbook was prepared as a reference for those residents who volunteer to serve on our numerous boards and commissions. This handbook is intended to provide you with information about the organization of Story County as well as the functions of the advisory boards.

Our boards and commission members play a vital part of the overall deliberative process in Story County. Being a member of a board or commission may not be an easy task, but, if done well, it can be very rewarding.

It is with sincere appreciation and gratitude that we thank you for volunteering your time and effort to serve Story County.

Lauris Olson

Rick Sanders

Martin Chitty

“Active community participation is key to building an empowered community.”

- J. Norman Reid



INTRODUCTION

Story County encourages, promotes and welcomes the participation of citizens in the decision making process. We have a number of standing citizen commissions, committees and boards who provide public input into Story County government.

Boards and commissions serve as an important link between the citizens and Story County by communicating values, attitudes and needs of the Story County within the special area of their group's assignment. They are an integral part of the process which contributes to sound government. Approximately 300 citizens presently serving Story County on a board or commission give generously of their time. We benefit from the expertise and energy of these special individuals.

This Handbook offers a brief description of Story County and the organization and general responsibilities for all board/commission members, requirements for becoming a board/commission member, meeting procedures, and legal requirements. The purpose of this Handbook is to provide all board/commission members with a resource to successfully fulfill their valued role as a volunteer with Story County.

If you have any questions after reviewing this Handbook, please contact the staff liaison for the board or commission to which you have been appointed, or call the Director of External Operations and County Services at 515-382-7243.

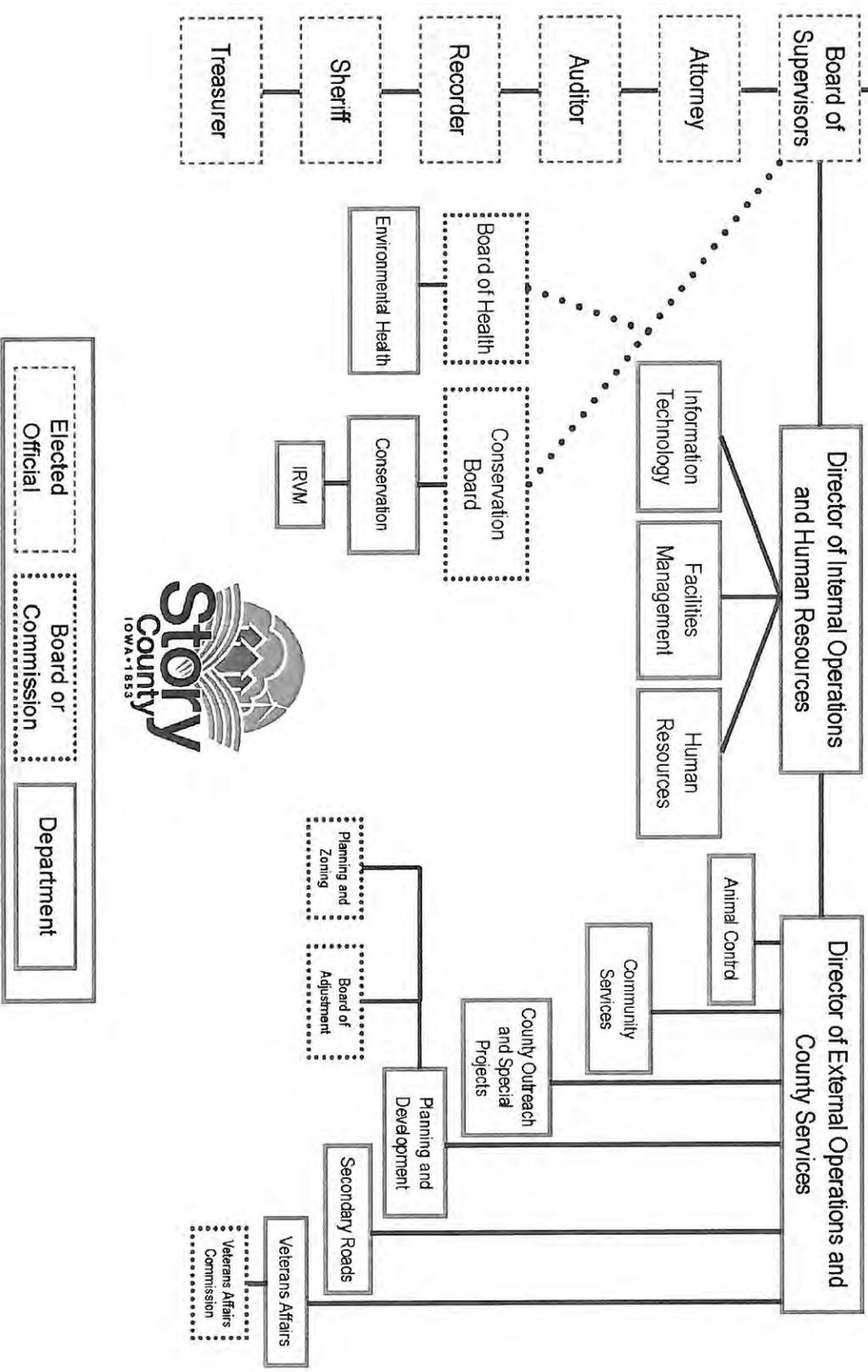
Story County Boards and Commissions

- ◆ Assessor's Examining Board
- ◆ ASSET
- ◆ Board of Adjustment
- ◆ Board of Health
- ◆ Board of Review
- ◆ BOOST
- ◆ Civil Service Commission
- ◆ Commission of Veterans Affairs
- ◆ Compensation Board
- ◆ Condemnation Compensation Board
- ◆ Conference Board
- ◆ Conservation Board
- ◆ 911 Service Board
- ◆ Planning and Zoning Commission



Residents of Story County

Story County Government





ELIGIBILITY REQUIREMENTS AND THE APPLICATION PROCESS

Eligibility Requirements/Qualifications

Unless otherwise specified, applicants for all boards and commissions appointed by the Board of Supervisors are required to be residents and qualified electors of Story County.

Story County encourages qualified individuals with disabilities to apply for appointment to boards and commissions. In compliance with the Americans with Disabilities Act (ADA), if an individual needs special assistance to participate in a County meeting, reasonable accommodations and arrangements will be made through the Board of Supervisor's Office. Please contact the County ADA Coordinator at (515) 302-7204

Applications and Vacancies

- Any citizen interested in serving on board or commission is invited to complete an application form and submit it to the Board of Supervisor's Office. Applications remain on file for one year.
- When a vacancy occurs, it is publicized, and applications of persons interested in service on the particular body are accepted.
- Annually, the Board of Supervisors places the upcoming appointments for the new year on the Board's organizational meeting agenda.
- Scheduled vacancies are those created by the scheduled expiration of a term of a board, commission, or committee. These such vacancies are publicized beginning by August annually, with applications due early fall.

A commission, committee, or board member serves at the pleasure of the Board of Supervisors and can be removed by a majority vote of the Board of Supervisors. If a commission, committee, or board member finds that he/she cannot perform the duties of the office due to any reason, he/she shall submit a written resignation to the Chair of the Board of Supervisors. The Board will then proceed with the application process for an individual to fill the unexpired term on that advisory group. A member who relocates his or her residency outside of the County shall immediately notify the Chair of the Board of Supervisors to determine if it effects your ability to remain on that board, commission, or committee.



CLASSIFICATION OF ADVISORY BOARDS AND COMMISSIONS

Board or Commission	Sets Policy/Decision Authority	Recommending Capacity
Assessor's Examining Board	✓	
ASSET		✓
Board of Adjustment*	✓	
Board of Health [^]	✓	✓
Board of Review*	✓	
BOOST	✓	
Civil Service Commission	✓	
Commission of Veterans Affairs ⁺	✓	✓
Compensation Board		✓
Condemnation Compensation Board		✓
Conference Board	✓	
Conservation Board [^]	✓	✓
911 Service Board	✓	
Planning and Zoning Commission		✓

*Decisions are appealable to District Court.

+Decisions are appealable to the Board of Supervisors.

[^]Board sets policy in regards to administrative matters, however fiscal and regulatory decisions are adopted by the Board of Supervisors.



IOWA OPEN MEETINGS LAW

Board and commission members appointed by the Board of Supervisors are subject to the provisions of Chapters 21 and 22 of the Iowa Code — the open meetings and records or “sunshine” laws. These chapters attempt to ensure that Iowa government at all levels is as transparent and accountable to the public as possible.

The first sentence of Chapter 21 says explicitly that the goal of the law is to guarantee, through open meetings of governmental bodies, “that the basis and rationale of government decisions, as well as those decisions themselves, are easily accessible to the people.” The law also says that any ambiguity should be settled in favor of openness.

In other words, there is a legal presumption that meetings of government bodies should be open to the public except in limited circumstances, spelled out in Ch. 21.5. Even then, the law says that “nothing in this section requires a governmental body to hold a closed session.”

Governmental bodies are required to give adequate notice of the time, date and place of a meeting, and post a tentative agenda (Ch. 21.4). They must keep minutes of their meetings (Ch. 21.3), which then become public records. Items not included on the agenda should not be discussed at a meeting, unless there is an emergency item that cannot be deferred for 24 hours.

A governmental body that wishes to hold a closed meeting must follow certain procedures, spelled out in Ch. 21.5, including taking a public vote and citing which exception allows closure. Discussion in closed meetings is limited to the reason why the meeting was closed. The governmental body must go back into open session to take any final action.

Government bodies are not required to allow public comment at open meetings, though many do. They are allowed to enforce reasonable rules to ensure meetings are orderly. Members of the public are allowed to use cameras and recording devices at open meetings, so long as they are not disruptive.



The IPIB is a resource to answer questions or address concerns regarding Chapters 21 and 22, Iowa's open meetings and public records laws. Their website at www.ipib.iowa.gov provides information regarding Iowa's open meeting and record laws as well as training information.



IOWA OPEN MEETINGS LAW

The **Open Meetings, Open Records Handbook** prepared by the Iowa Freedom of Information Council is an exceptional resource and tool for board and commission members. It outlines the requirements of Chapters 21 and 22 of the *Code of Iowa*. In it, the introduction provides the following three points to help understand Code requirements.

- ◆ **Iowa law assumes that meetings and records are open.** Iowans do not have to make a case to attend a governmental meeting or to see a public record. To the contrary, meetings must be open and records must be available for inspection unless the case for closure is specified in law. The Iowa Supreme Court has been adamant on this point, citing, for example, 22.8(3), which notes that most records are open to public inspection, “even though such examination may cause inconvenience or embarrassment to public officials or others.”
- ◆ **The laws are relatively brief, general and written for public understanding and use.** The sunshine laws of many states are longer and more complex than Iowa’s. Many other laws try to anticipate almost every conceivable issue that might arise. Iowa laws provide a general approach — that of assumed openness — and establish guidelines regarding when a meeting can be (not must be) closed and what records are confidential. The laws provide a framework to help reasonable people ensure that public business is conducted in the public eye.
- ◆ **The laws provide a framework for managing business by public agencies.** The provisions for posting tentative agendas, keeping minutes of meetings, and dealing with personnel issues, and other matters, are instructive for any organization, public or private. The laws also provide a mechanism for an aggrieved citizen who believes a governmental agency has improperly denied access to a meeting or record.



Open Meetings, Open Records Handbook

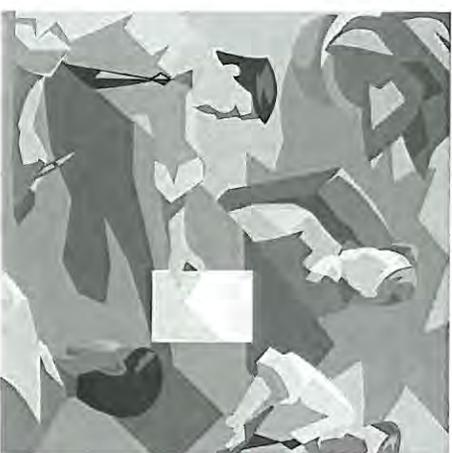
Open Meetings, Open Records Handbook—Iowa Freedom of Information Council—16th Edition



HOLDING PRODUCTIVE MEETINGS

To keep your meetings productive and on track, here are some handy tips.

- ◆ Study any background materials beforehand, but don't make up your mind. Additional information may be presented at the meeting. You will want to keep an open mind so you can fairly consider all the facts.
- ◆ Before a board or commission can start the business at hand, it must have a quorum, which means a majority of members present. You submitted the application form for the board or commission, and in doing so, indicated you were willing to give of your time. Attendance at meetings is crucial so that meetings can be held and decisions reached.
- ◆ The Chair is responsible for moving the meeting along. Other members should assist with getting to the heart of an issue so a conclusion can be reached in a reasonable amount of time.
- ◆ The board or commission may ^{be} establish and publicize general guidelines governing the length of presentations and public participation. Generally, fifteen minutes is usually enough time for the main presentation, and three ^{five} minutes has become a standard time limit for members of public.
- ◆ After the presentation and public participation, board and commission members may want to ask questions. This time should be limited to the questions only, with discussion for or against an issue held until a motion has been presented.
- ◆ After questions are answered, a voting member should make a motion. After the motion is seconded, the Chair can open the floor to board and commission discussion, making sure each member keeps comments short and to the point.
- ◆ The Chair should try to keep members focused and moving to a conclusion. One way is for the Chair to occasionally summarize what is being discussed. When the Chair thinks the debate has been brought to a close, he/she should "call for the question" or ask members if they are ready to vote. Other board and commission members can also call for the question.





THANK YOU!

Thank you again for volunteering for a Story County Board and Commission. If you have additional questions, please contact the County staff liaison identified to provide staff assistance to the board or commission on which you are a member or contact the *Director of External Operations and County Services* at **515-382-7243 / DSchildroth@storycountyiowa.gov**

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared by Jerry L. Moore, Story County Planning & Development Department, 900 6th St., Nevada, Iowa 50201 515-382-7245

Please return to:
Planning & Development

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 19-05**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate under the ownership of Jeffrey L and Mary L Gibbons, 2272 Dayton Parkway, Ames, Iowa and includes the real estate located at the 2272 Dayton Parkway, Ames, Iowa, hereinafter described on Attachment A, and

WHEREAS, Jeffrey L and Mary L Gibbons are the legal titleholders of said platted real estate, and

WHEREAS, all improvements shown on the preliminary plat have been completed, 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 the Preliminary Plat was supported and approved by the Board of Supervisors on October 3, 2017, and the revised subdivision and road names on December 5, 2017, and

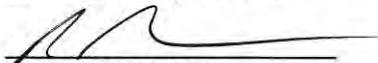
WHEREAS, street Lot A shall be privately owned and maintained and dedicated for public use purposes, and

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 Final Plat of Dayton Ridge Plat 1 be approved.

NOW, THEREFORE, BE IT RESOLVED that the Final Plat of Dayton Ridge Plat 1, a Major Subdivision – involving real estate hereinafter described on Attachment A 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 Dayton Ridge, a Major Subdivision – Final Plat.

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 #19-05 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 7th day of August, 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:

That part of the N ½ of the N ½ of the NE ¼ of Section 24, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa, **except** the West 24 acres thereof, and lying South of the centerline of the 60 foot strip described as follows: A strip of land 60.0 feet wide, 30.0 feet each side of a centerline beginning at a point on the East line of the NE ¼ of Section 24-T84N-R24W of the 5th P.M., Story County, Iowa, which is 30.0 feet South of the NE Corner of said section; thence S89°56'W 62.12 feet; thence Westerly 168.4 feet along a 540.0 foot radius curve, concave Southerly; thence S72°04'W 407.37 feet; thence Westerly 88.23 feet along a 350.67 foot radius curve, concave Northerly; thence Westerly 86.73 feet along a 168.55 foot radius curve, concave Southerly; thence S57°00'W 122.36 feet; thence Westerly 140.19 feet along a 765.00 foot radius curve, concave Northerly; thence S67°30'W 81.71 feet to a point which is 386.82 feet South of the NE Corner of the West 24.0 acres of the North 656.0 feet of the said NE ¼; the Northerly 30 feet of the real estate described herein is subject to the private road which is 60 feet in width and is described above; and **except** that tract deeded to Story County, Iowa along the East side thereof.

PROPERTY ADDRESS

2272 Dayton Parkway, Ames

PARCEL IDENTIFICATION NUMBERS

05-24-200-215

Staff Report

Board of Supervisors

Date of Meeting:

August 7, 2018

Resolution #19-05 (Case Number SUB10-17)

Dayton Ridge Plat 1 - Major Final Subdivision Plat

Applicant: Jeffrey Gibbons

2272 Dayton Parkway

Ames, IA 50010

Staff Project Manager: Jerry Moore Planning and Development
Director

Summary: A Major Subdivision Final Plat request for four (4) lots to accommodate three (3) additional single-family dwellings with access off of a proposed private street (Dayton Ridge Road). Planning staff recommend approval of the Major Subdivision Final Plat. At the October 3, 2017 Board of Supervisors meeting, the Board of Supervisors approved the rezoning of the property (vote 3-0) upon 2nd consideration and approved the preliminary subdivision request (vote 3-0) at the September 19, 2017 meeting. The revised preliminary subdivision plat with the changed subdivision and street names was approved by the Board of Supervisors on December 5, 2017. As all improvements identified on the approved preliminary plat have been installed, with the exception of the water, gas and electric which will be installed by the applicant at the applicant's costs, the Planning and Development Department recommends approval of Dayton Ridge Plat 1 - Major Final Subdivision Plat.





Property Information

PROPERTY OWNER

Jeffrey and Mary Gibbons
2272 Dayton Parkway
Ames, IA 50010

PROPERTY ADDRESS

2272 Dayton Parkway
Ames, IA 50010

GENERAL PROPERTY LOCATION

Section 24 of Franklin Township, located to the southwest of the intersection of 190th Street and Dayton Avenue.

PARCEL IDENTIFICATION NUMBER

05-24-200-215

SIZE OF REZONING AREA

10.91 net acres

CURRENT ZONING

R-1 Transitional Residential District

CURRENT LAND USE

There is one existing single-family dwelling located near the center of the subject property and three accessory structures located to the north and west of the dwelling. Much of the south portion of the property is a natural treed area. The southern one third of this property contains significant slopes toward the drainage way.

FUTURE LAND USE MAP DESIGNATION

The Ames Urban Fringe Plan (AUF) Land Use Framework Map designates this property as Rural Residential and Natural Area.

CITIES WITHIN TWO MILES

Ames and Gilbert

MATERIALS SUBMITTED

1. Application for subdivision
2. Final Plat Drawing
3. Restrictive Covenants



4. Code of Iowa Ch. 354.11 documents – Consent to Plat, Attorney’s Opinion, Partial Release of Real Estate Mortgage
5. Responses to county staff review comments
6. Photographs of the site showing erosion control materials and north hammerhead

Background

The subject property is approximately 1.5 miles northeast of the City of Ames. The subject property is located in the southwest corner of the intersection of 190th Street and Dayton Avenue, a paved road. The property was rezoned with the preliminary plat submittal to R-1 Transitional Residential District to accommodate a four (4) lot subdivision for three (3) additional single-family dwellings. Historically, this area was the home of Dayton Park, an outdoor recreation area opened by A.L. Dayton of Nevada in 1916. The remains of the 100’ x 40’ concrete swimming pool from the previous recreation use was removed by the applicant to make space for a future dwelling.

Adjacent Land Use:

North – 2 residential properties: 12.49-acres with a single-family dwelling (split zoned A-1 and A-R) and 2.45-acres with a single-family dwelling (zoned A-1).

East – 7.35-acre conservation area owned by the Story County Conservation Board

South – 1 5.00-acres residential parcel with a single-family dwelling (zoned A-1) and a 16.22 net acres parcel designated Natural Area and zoned A-1.

West – 2 residential properties: 6.11-acres with a single-family dwelling and 1.78-acres with a single-family dwelling (both zoned R-1)

In addition to Hickory Grove Mobile Home Park, there are a total of twenty-one (21) single-family dwellings within ¼ mile of the subject property, including the existing dwelling on the subject property.

There is no Special Flood Hazard Area as defined by FEMA within the proposed rezoning and subdivision area. This property is not within a public drainage district. Service Districts for this property include Mary Greeley Ambulance, Gilbert Fire Department, and Nevada School District. This property is also served by Alliant Energy and Iowa Regional Utilities Association (water). The applicant has provided a response from the Gilbert Fire Chief, Alliant Energy, and Iowa Regional Utilities Association indicating the capacity to serve the proposed subdivision.

Proposed Use

The proposed major subdivision request is for a four (4) lot subdivision to accommodate three (3) additional single-family dwellings. Proposed lot sizes range from over 1-acre in size to 6.7 acres in size. Story County Land Development Regulations require a minimum lot size of 25,000 square feet in the R-1 Transitional Residential District. All lots will have frontage to the recently constructed private street that will be privately owned and maintained and dedicated for public use. The street extends west from Dayton Avenue, and is located approximately 300’ south of Dayton Parkway, an existing private



driveway easement. The existing access driveway to the applicant's dwelling from Dayton Parkway will be removed, the area seeded or sodded, and a new access will be created off the new private street.

Site Review of Property

Darren Moon, County Engineer and I conducted a site review of the property to check completeness of the items shown on the approved preliminary plat at the applicant's request. The gravel subdivision street with hammerhead, drainage culverts, and check dams for stormwater drainage and erosion control were installed. Items needing attention identified by Planning and Development were the need to extend the length of the north end of the hammerhead, seed or sod the applicant's previous driveway access, and install erosion control on west side of check dams. Darren informed the applicant that if future plans were to pave the street, creating a crest in the center of the road was needed to prevent water and ice build-up. The water, electric and gas utilities will be extended from the adjacent mains by the applicant at the applicant's costs.

Final Plat Drawing

The final plat drawing is essentially the same as the approved preliminary plat with a few minor changes. The common lot line (north area) between Lots 2 and 3 was moved to the east to allow for more space for the future septic system on Lot 3 and the north area of the hammerhead was extended northward to allow space for the applicant to take access from the new street to avoid having to remove existing trees located on his property, Lot 4.

Analysis

Applicable Regulations – Story County Land Development Regulations

The proposed Dayton Park Subdivision was required to be submitted as a major plat, while there are only four (4) development lots proposed, a new private street was necessary to provide frontage for all lots. Minor Subdivision Plats require that no land be set aside for new streets, alleys, parks dedicated open space, school property or public use.

Story County Land Development Regulations, Chapter 87.09 (I) (1) – Major Subdivision Plats – Final Plat Review

1. Meeting Notice for Board of Supervisors.
 - a. Notice to Cities within Two Miles. Planning and Development staff shall send notice to any city located within two miles of the proposed subdivision outlining the location, time and date of the public meeting before the Board of Supervisors.
 - b. Notice to Surrounding Property Owners. Planning and Development staff shall send a notice via mail to all surrounding property owners within one-fourth mile of the proposed subdivision outlining the location, time and date of the public meeting before the Board of Supervisors.



c. The failure to notify as provided in this section shall not invalidate any recommendation made under the terms of the Ordinance, provided such failure was not intentional, and the omission of the name of any owner of property who may, in the opinion of the Board of Supervisors, be affected by such amendment or change shall not invalidate any recommendation adopted hereunder, it being the intention of this subsection to provide, to the fullest extent possible, due notice that an application is pending before the Board of Supervisors.

(2) Discussion, Consideration, and Action by the Board of Supervisors. The Major Final Subdivision Plat application and resolution prepared by Planning and Development staff shall be placed on the Board of Supervisors agenda for consideration and action. A staff report setting forth findings concerning the conformance of the application to this chapter and the other requirements of the Land Development Regulations, as applicable, a resolution prepared by Planning and Development staff, and any recommendations for requirements or conditions to be imposed, shall be prepared and presented by the Planning and Development staff at the Board of Supervisors meeting. Any person may submit comments or request to speak on the item prior to the start of the public meeting. The public meeting shall be scheduled according to standard agenda procedures. The Board of Supervisors shall officially adopt a resolution acting on the proposed Major Final Subdivision Plat, and such action shall become official upon the recordation of the resolution, plat, and list of other items required under Section 354.11 of the *Code of Iowa*.

Comments

The following comments are part of the official record of the proposed **Major Final Subdivision Plat, Case No. SUB10-17**. If necessary, conditions of approval may be formulated based off these comments.

Comments from the Interagency Review Team on August 1, 2018

Planning and Development Comments for Applicant

1. Provide copies of letters from the Gilbert Fire Chief, and the water, electric and gas providers of their acknowledgment and availability to service the proposed new lots. Email responses are adequate. *Applicant provided.*

Planning and Development Comments for Surveyor

1. The current zoning of the property is R-1 Transitional Residential District. Please revise the zoning district notes on the plat. Addressed on plat.
2. Street Lot A is to be privately owned and maintained and dedicated for public use. Please revise note on plat. *Addressed on plat.*

Environmental Health Comments for Applicant

1. Please provide soils data from a certified engineer for each proposed lot. *Environmental Health changed requirement allowing the property owner/builder to provide soils information at time of zoning and septic system permit application.*



Auditor's Office Comments for Surveyor

1. The property owners are Jeffrey L & Mary L Gibbons, not just Jeff Gibbons. The legal description is from existing deeds and not based on the surveyor's measurements. Most subdivision plats we receive in Story County have a legal description made up of metes and bounds based on the measurements made by the surveyor. If the surveyor wants to have the existing legal description remain on the plat we would like that description to include a metes and bounds description as well. This can follow the description already on the plat and be prefaced with the phrase; "More particularly described as..." Auditors office accepted legal as shown on plat.
2. Add Mary L. Gibbons name as a proprietor. *Adjusted on the plat.*

Assessor's Office Comments for Applicant

1. Lots 1, 2, and 3 will be assessed as excess land under the Iowa Platting Law. Lots will be assessed at market value once built upon. After 5 years, existing vacant lots will be assessed at market value. Lot 4, which has an existing dwelling, will be assessed at market value.

Comments from the General Public

Notice letters were sent to property owners within ¼ mile of the major subdivision on July 31, 2018 regarding the Board of Supervisors meeting.

Planning and Development Department communicated with Ames Planning and Housing Staff who indicated the City has no comments on the major subdivision plat due to the Rural Residential and Natural Area designations of the AUPP.

Staff Recommendation

Planning & Development Staff recommends approval of the Dayton Ridge Major Final Subdivision Plat based on the following:

1. The applicant submitted all major plat requirements identified in the Story County Land Development Regulations.
2. All proposed improvements identified on the approved preliminary plat have been completed with the exception of the water, gas and electric that will be extended by the applicant at the applicant's costs.
3. The previous driveway access off of Dayton Parkway to the existing single-family dwelling will be seeded or sodded and proposed Lot 4 will take access off of the proposed private street.

Board of Supervisors Action

At the September 19, 2017 and December 5, 2017 meetings, the Story County Board of Supervisors approved the initial and revised preliminary plat for Dayton Ridge Plat 1.

Rezoning Alternatives



The Story County Board of Supervisors may consider the following alternatives for the major subdivision final plat request.

1. **The Story County Board of Supervisors approves resolution 19-05, the proposed major final subdivision plat of Dayton Ridge Plat 1 as put forth in case SUB10-17.**
2. The Story County Board of Supervisors approves the proposed **resolution 19-05, the proposed major final subdivision plat of Dayton Ridge Plat 1 as put forth in case SUB10-17**, with conditions.
3. The Story County Board of Supervisors denies **resolution 19-05, the proposed major final subdivision plat of Dayton Ridge Plat 1 as put forth in case SUB10-17.**
4. The Story County Board of Supervisors remands **resolution 19-05, the proposed major final subdivision plat of Dayton Ridge Plat 1 as put forth in case SUB10-17** back to the applicant and/or staff for additional information, and directs staff to place this item on the Board of Supervisor's agenda at a later date.

Space above for recording data

Prepared By and Return To: Nicole Berman, Att'y at Law, 409 Duff, Ames, IA
50010 515-232-2501

Consent and Dedication

KNOW ALL PERSONS BY THIS INSTRUMENT:

That Jeffrey L. Gibbons and Mary L. Gibbons, Husband and Wife, do hereby covenant that they are the lawful owners of real estate described as follows:

The Real Estate described on the attached Exhibit A

They hereby certify, acknowledge and declare that the platting of this real estate to be known as "Dayton Ridge Plat 1" is with their free consent and in accordance with their desires as proprietors, and they do further dedicate and set apart the streets shown on said plat to the perpetual use of the public.

Signed 7/30, 2018.


Jeffrey L. Gibbons


Mary L. Gibbons

State of Iowa, County of Story) SS.

This record was acknowledged before me on July 30, 2018, by Jeffrey L. Gibbons and Mary L. Gibbons.

 Nicole M. Berman
Commission Number 804756
My Commission Expires
June 08, 2020

Sign name here →
Print name here →

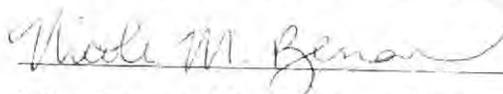

Notary Public in and for said State and County
My commission expires: _____

Exhibit A

That part of the N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 24, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa, **except** the West 24 acres thereof, and lying South of the centerline of the 60 foot strip described as follows: A strip of land 60.0 feet wide, 30.0 feet each side of a centerline beginning at a point on the East line of the NE $\frac{1}{4}$ of Section 24-T84N-R24W of the 5th P.M., Story County, Iowa, which is 30.0 feet South of the NE Corner of said section; thence S89°56'W 62.12 feet; thence Westerly 168.4 feet along a 540.0 foot radius curve, concave Southerly; thence S72°04'W 407.37 feet; thence Westerly 88.23 feet along a 350.67 foot radius curve, concave Northerly; thence Westerly 86.73 feet along a 168.55 foot radius curve, concave Southerly; thence S57°00'W 122.36 feet; thence Westerly 140.19 feet along a 765.00 foot radius curve, concave Northerly; thence S67°30'W 81.71 feet to a point which is 386.82 feet South of the NE Corner of the West 24.0 acres of the North 656.0 feet of the said NE $\frac{1}{4}$; the Northerly 30 feet of the real estate described herein is subject to the private road which is 60 feet in width and is described above; and **except** that tract deeded to Story County, Iowa along the East side thereof.

ATTORNEY'S OPINION

I, Nicole M. Berman, 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 July 23, 2018, at 8:00 A.M., which abstract was last certified by Ames Title and Abstract Services. The real estate has been subdivided and is now to be known as Dayton Ridge Plat 1.

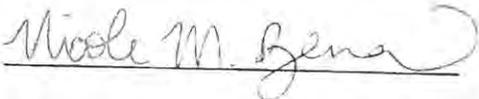
Based upon information within the Abstract of Title, it is my opinion that the fee simple title to said real estate is in Jeffrey L. Gibbons and Mary L. Gibbons, and that said real estate is free from all encumbrances excepting, however, the following:

- a. Mortgage to VisionBank of Iowa dated February 1, 2017, and recorded on February 3, 2017 as Inst. No. 17-01056 of the records of the Story County Recorder.
- b. This mortgage was assigned to Mortgage Electronic Registration Systems, Inc. by an assignment recorded February 13, 2017 as Inst. No. 17-01057 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 this 27th day of July, 2018.

Hastings, Gartin & Boettger, LLP

by 

Nicole M. Berman
409 Duff
Ames, IA 50010
(515) 232-2501

Exhibit A

That part of the N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 24, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa, **except** the West 24 acres thereof, and lying South of the centerline of the 60 foot strip described as follows: A strip of land 60.0 feet wide, 30.0 feet each side of a centerline beginning at a point on the East line of the NE $\frac{1}{4}$ of Section 24-T84N-R24W of the 5th P.M., Story County, Iowa, which is 30.0 feet South of the NE Corner of said section; thence S89°56'W 62.12 feet; thence Westerly 168.4 feet along a 540.0 foot radius curve, concave Southerly; thence S72°04'W 407.37 feet; thence Westerly 88.23 feet along a 350.67 foot radius curve, concave Northerly; thence Westerly 86.73 feet along a 168.55 foot radius curve, concave Southerly; thence S57°00'W 122.36 feet; thence Westerly 140.19 feet along a 765.00 foot radius curve, concave Northerly; thence S67°30'W 81.71 feet to a point which is 386.82 feet South of the NE Corner of the West 24.0 acres of the North 656.0 feet of the said NE $\frac{1}{4}$; the Northerly 30 feet of the real estate described herein is subject to the private road which is 60 feet in width and is described above; and **except** that tract deeded to Story County, Iowa along the East side thereof.

Dayton Ridge Subdivision, Story County, Ames Iowa

Easements:

There is a 20 foot private drive easement and Public utility easement on the North side of lot 1.

RESTRICTIVE COVENANTS AND REGULATIONS FOR DAYTON RIDGE SUBDIVISION, STORY COUNTY, IOWA

WHEREAS, the undersigned are the owners of Lots One through Four contained in Dayton Ridge Subdivision, Story County, Iowa (the "Subdivision"); and

WHEREAS, the Lots shall be developed as residential Lots and governed by these restrictive covenants and regulations; and

WHEREAS, for their own protection and for the benefit of subsequent owners of said Lots within said Subdivision, the said owner desires to restrict the use thereof in certain particulars;

NOW, THEREFORE, the parties hereto, in consideration of the covenants and agreements contained herein, by these presents, covenant, bargain and agree for themselves for their successors and assigns, as follows:

1. All Lots shall be known and described as residential Lots and shall not be improved, used or occupied for other than private single-family residential purposes.
2. All owners of the Lots shall be members of the Dayton Ridge Homeowners Association (the "Association"). The Association shall be governed by Bylaws and other organizational documents, and the dues owed to the Association attributable to the ownership of a Lot for, among other things, snow removal, dust control, and the upkeep and maintenance of roads, easement areas, and green space, shall be as specified in the Bylaws.
3. The new residences to be constructed on Lots one through three shall meet the following requirements:
 - a. One (1) story residences shall have a ground floor finished area of not less than one thousand nine hundred (1900) square feet.
 - b. Two (2) story residences shall have a ground floor finished area of not less than one thousand eight hundred (1800) square feet and a total finished area on the ground floor and the second floor of not less than two thousand six hundred (2,600) square feet.
 - c. The computation of the finished area shall not include porches, breezeways or garages.
4. No Lot shall be subdivided for the purpose of constructing more than one (1) residence per Lot; however, parts of Lots may be conveyed to adjoining Lot owners for any other purpose. No structure or improvement shall be placed or otherwise maintained on any Lot in any area identified on the Final Plat of the Subdivision as an easement area or a setback area.
5. No building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition, change or alteration be made until the plans and

specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the managers, members or officers, as the case may be, of Dayton Parkway Enterprises, LLC (the "Developer"), or by an Architectural Review Committee (the "Committee") appointed by the Developer. The primary guidelines for approval are that the plans and specifications reflect harmony of external design and location in relation to surrounding structures and drainage patterns in accordance with the storm water management plan.

6. **How Storm Water Will Be Managed**

New development will occur only on lots 1 – 3.

The existing vegetation of the wooded slope areas will be maintained and will function as they do now - slowing and filtering run-off from the new houses. In addition, rock check dams will be placed within the swale between lots 2 and 3. This swale drains 85% of the area of lots 1 – 3. (Lot 4 is an existing condition). The check dams will slow water, releasing it more slowly and allowing for more infiltration. These check dams will have minimal impact on the vegetation of the swale.

Rain Gardens will be encouraged. A note has been added to the Preliminary Plat stating that: "Individual storm water management plans shall be submitted with each individual zoning permit. Methods of storm water management shall include a combination of residential scale bumps such as, but not limited to, rain barrels and rain gardens."

7. The following restrictions shall also constitute covenants:

- a. There shall be no mobile homes placed or erected on any Lot.
- b. No pre-erected dwelling shall be moved to any Lot.
- c. All dwellings must have, at a minimum, a double attached garage. No detached buildings or other structures, including, but not limited to, garages, storage or utility buildings, sheds, windmills, solar panel housing, or playhouses, shall be built on any Lot without the prior written consent of the Developer or the Committee, and if approved by the Developer or the Committee, any and all detached buildings or other structures must nonetheless match or be in harmony with the architectural style and color of the primary residence.
- d. No more than twelve (12) inches of concrete block, poured concrete or wood foundation shall be exposed on any building unless the exposed material is covered with brick, stone veneer or siding. Exposed foundations must be painted to blend with exterior wall finishes.
- e. All building structures or improvements of any kind must be completed within twelve (12) months of the commencement date of the construction and construction must begin within eighteen (18) months of the date on the deed from the Developer. All excess dirt from the excavation shall be hauled from the Lot or used as a part of the final landscape plan. Any excess dirt, concrete or other debris may not be placed on other land within the Subdivision. IF CONSTRUCTION HAS NOT BEGUN ON A LOT WITHIN TWELVE (12) MONTHS OF THE DATE ON THE DEED FROM THE DEVELOPER, THEN THE OWNER OF RECORD, AT DEVELOPER'S REQUEST,

AGREES TO DEED THE PROPERTY BACK TO THE DEVELOPER FOR NINETY PERCENT (90%) OF THE ORIGINAL PURCHASE PRICE WITH NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST AT THE TIME THE DEED IS CONVEYED TO THE DEVELOPER. DEVELOPER WILL PAY ONLY FOR DEED PREPARATION, RECORDING FEES AND TRANSFER TAXES. ON ISSUANCE OF AN OCCUPANCY PERMIT FOR A RESIDENCE, THIS RIGHT TO REPURCHASE SHALL TERMINATE AS TO THAT LOT.

- f. All contractors will be approved by the Developer.
- g. All mailboxes shall be placed in accordance with United States Postal Service regulations.
- h. No above ground or non-permanent swimming pool shall be permitted on any Lot.
- i. No building or structure of a temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.
- j. No recreational vehicle, camper, boat or truck rated larger than three quarters ($\frac{3}{4}$) of a ton shall be parked on a Lot for a period of time exceeding forty-eight (48) consecutive hours or for more than thirty (30) days in any calendar year. The west half of Lot four is exempt from this restriction.
- k. No rubbish containers shall be visible from the street except on pickup day and one (1) day before and one (1) day after pickup day. Construction waste containers shall be exempt from this provision; however, the builder or Lot owner shall be responsible for keeping the construction debris contained on the Lot and in the construction waste containers.
- l. No extension towers or antennas of any kind shall be constructed, modified or permitted on any Lot except television or radio antennas of less than ten (10) feet are permitted on dwellings or garages as long as they are not visible from the street. Satellite dishes in excess of thirty-six (36) inches in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.
- m. No noxious or offensive activities or odors shall be permitted on or to escape from any Lot, nor shall anything be done on any Lot which is or may become an annoyance or nuisance, either temporarily or permanently. No firearm shall be discharged within the Subdivision.
- n. No animals or livestock of any kind, including, but not limited to, horses, shall be raised, bred or kept on any Lot. The exception being that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes and a contained coop of not more than 8 chickens would be allowed if building covenants are met. Animal runs or houses shall not be permitted unless they are located at the rear of the house or garage which is closest to the rear of the lot line. Any animal house shall have the same external appearance, color and roof material as the home situated on the lot. No animal house shall exceed twenty (20) square feet in area. No animal house or run shall be located within 20 feet of a lot line.

- o. Within three (3) months after occupancy of the residential dwelling on any Lot, the yards shall be sodded or seeded.
- p. All retaining walls shall be constructed of stone or masonry product. No wood landscaping timbers shall be used to construct retaining walls, except that window well retaining walls that are not visible above grade may be constructed using wood landscaping timbers.
- q. Roof materials should be slate, tile, cedar shakes, or composite shingles. Composite shingles shall be architectural grade, minimum thirty (30) year warranty. Shingle colors shall be compatible with and complimentary to the exterior materials and colors.
- r. All outdoor light fixtures shall be designed, installed and maintained to prevent light trespass beyond the boundaries of the Lot. "Full cutoff" outdoor light fixtures which emit no light at or above the horizontal plane of the fixture shall be utilized for all dusk to dawn light fixtures exceeding three hundred (300) lumens and for all manually switched or occupancy sensor switched fixtures exceeding one thousand (1,000) lumens. Christmas lighting or other temporary outdoor lighting shall be exempt from this provision but shall remain in place no longer than six (6) weeks annually.
- s. Each Lot owner shall keep the Lot free of debris and shall take all necessary steps to control erosion from the Lot. All Lot owners shall implement appropriate erosion control measures before, during and after construction. These measures may include silt fences, ground cover and seeding over exposed areas. If, in the opinion of the Developer, erosion is not properly controlled, corrective action may be taken, and the costs assessed against the Lot owner.
- t. Once a dwelling is sold and occupied, signage shall be limited to (i) address signage, (ii) owner identification signs, (iii) "For Sale" signs, (iv) "Garage Sale" signs, (v) special event signs (such as birthdays, graduations, or anniversaries, hereafter "Event Signs") (vi) political signs and (vii) other signs approved in writing by the Developer. "For Sale" signs shall only be displayed while a dwelling is for sale and must be removed the day following the closing of the sale. "Garage Sale" and Event Signs shall only be displayed one (1) day before the sale or event and during the sale or event and must be removed by the day following the sale or event. Political signs shall only be displayed up to two (2) weeks prior to an election, the day of the election, and must be removed by the day following the election. Political signs not related to an election shall be displayed for a maximum of two (2) weeks. Other signs permitted by the Developer shall be displayed for such times as authorized by the Developer. All signs shall be limited to no more than thirty-nine (39) inches in width by twenty-four (24) inches in height and shall be professionally constructed. No hand painted signs will be allowed. Except for address and owner identification signs, no signs shall be erected on any building elevation, erected so that is visible through window or glass openings or, except for vehicles with professionally made business signage on the vehicles, attached to vehicles parked within the neighborhood.
- u. Any and all plumbing systems, septic tanks, and sewage disposal fields installed on a Lot shall comply with the standards, requirements, rules, or regulations of all applicable governmental authorities. Additionally, all existing field drainage tiles upon or under any of the Lots shall remain unobstructed and the free flow of water through said tiles shall not, in any

manner, be restricted, blocked, or impeded. The existing drainage tile system shall at all times be preserved during the construction of residences or other approved structures on a Lot. Said drainage tiles are necessary for adjacent property owners and the proper repair of said drainage tiles is necessary to prevent drainage issues for adjacent property owners. Any drainage tile located during construction shall be repaired at the sole cost and expense of the Lot owner and the repair shall be observed by an engineer designated by the Developer prior to backfilling. Drainage tiles that need to be rerouted will be upsized to the next pipe size, but to a minimum of two (2) inches in diameter. Drainage tiles that are relocated around basements shall be a minimum of twenty (20) feet from the exterior of the residence, garage, or other approved structure. In no event shall a drainage tile run under a residence or other approved structure. Additionally, drainage tiles shall be a minimum of ten (10) feet from any septic system drain, tile, or tank.

v. All wastewater systems must comply with all state and local regulations in effect at the time of installation and be approved by the Story County Health Department prior to construction of a residential dwelling on a Lot. All required on-site wastewater treatment systems on the Lots shall be installed by the respective owners of the Lots. Mechanical on-site wastewater treatment systems shall be used only if other types of on-site wastewater treatment systems cannot be installed and operated and use of such mechanical systems shall comply with state law requirement of maintenance agreements. The owners of the Lots shall pay for all inspections, maintenance and repair required to comply with all county and state regulations. Inspections reports will be filed with the Association to demonstrate compliance

8. Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Lot owner shall be the sole responsible permittee for the Lot with respect to compliance with the terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan that includes the Lot.

During the ownership of the Lot, the Lot owner shall protect, defend, indemnify and hold the Developer and other Lot owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys' and consultants' fees caused by, or in any manner related to: (1) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot; and/or (2) any alleged violation of any NPDES or storm water discharge rule or regulation.

9. All of these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon all parties hereto, their successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.
10. In case of violation of any of the covenants, any person then owning a Lot in said Subdivision is authorized to resort to an action of law or equity for relief, either by injunction or in damages, against the person so violating said covenants.
11. Invalidation of any of these covenants by judgment or court order shall in no way affect the validity of any of the other provisions, but they shall remain in full force and effect.

12. Amendments to the document shall be allowed by majority vote of the Association members, one vote for each Lot owned.

Dated at Ames, Iowa this ___ \ ___ day of August, 2018.

Dayton Parkway Enterprises, LLC

Prepared by and return to: Courtney Hellinga Iowa Bankers Mortgage Corporation 8800 NW 62nd
Ave Johnston IA 50131, 515-286-4308

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

Lenders Loan #9001398
MIN: 100344500090013980
MERS Phone # 1-888-679-6377

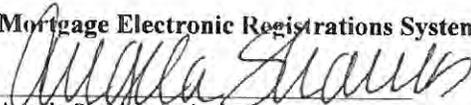
Know All Men by These Presents that Mortgage Electronic Registration Systems, Inc., whose address is P.O. Box 2026, Flint MI 48501-2026, holder of a certain mortgage described below, does hereby acknowledge that the following described real estate situated in Story County, Iowa, to wit:

Lot 1, 2 and 3 of Dayton Ridge subdivision, Ames Iowa 50010

is hereby released from the lien of the real estate mortgage, executed by **Jeffrey L. Gibbons and Mary L. Gibbons, husband and wife**, dated **February 1, 2017**, and recorded **February 3, 2017** in the records of the Office of the Recorder of the County of **Story**, State of **IOWA**, in **Instrument: 2017-00001056**, of **MORTGAGES**, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

Dated the 13th day of July, 2018

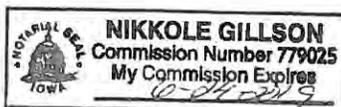
Mortgage Electronic Registrations Systems, Inc.

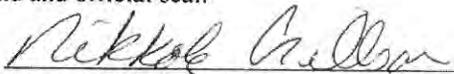

Angela Shanks, Assistant Secretary

State of IOWA
County of POLK,

On this 13th day of July, 2018 before me appeared Angela Shanks personally known to me as the Asst. Secretary of Mortgage Electronic Registration Systems, Inc., who resides at PO Box 2026, Flint, MI 48501-2026, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to the said instrument is such corporation seal; that it was so affixed to said instrument is such corporation seal; that it was so affixed by order of the board of directors of said corporation, and that she signed her name thereto by like order.

In witness whereof I hereunto set my hand and official seal.




Nikkole Gillson
Notary Public in and for Polk County, Iowa
My Commission Expires:

Stephanie L. Jones

From: Jeff Gibbons <gibbonsjeff1@me.com>
Sent: Thursday, August 02, 2018 12:29 PM
To: Jerry L. Moore
Subject: Utilities

Jerry,

I will bring water, gas and electric to lot 1, 2, and 3 to each lot at my expense. This is for the Dayton Ridge subdivision, Story County, Ames, Iowa

Jeff Gibbons

2272 Dayton Parkway
Ames, Iowa 50010
515-290-5059



**STORY COUNTY
BOARD OF SUPERVISORS
RICK G. SANDERS
MARTY CHITTY
LAURIS OLSON**

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

August 2, 2018

TO: Board of Supervisors

FROM: Deb Schildroth, Director of External Operations and County Services

RE: Summer Enrichment Program Meal Expenses

The summer enrichment program held at Collins-Maxwell Schools has completed its second summer of programming. The program expanded from 4 weeks in 2017 to 6 weeks in 2018 and 71 students were enrolled this summer.

Summer enrichment is funded through the ASSET process and YSS is the provider of the service. One of the components of summer enrichment is a healthy meal but the meal costs are not included in the program expenses covered by ASSET funding. Students who qualify for free/reduced lunch service have their meals covered by that source which were about half of the students enrolled. Last summer Story County and United Way of Story County partnered to cover the cost of the student meals not reimbursed through the free/reduced lunch service program. The request before you today is to consider funding half of the meal costs or \$1,141.80.

Thank you for considering this request.

APPROVED **DENIED**
Board Member Initials: RS
Meeting Date: 8/7/18
Follow-up action: _____

**ENVIRONMENTAL HEALTH DEPARTMENT
REPORT TO THE BOARD OF SUPERVISORS
AUGUST 7, 2018**

Margaret Cemashko Jaynes,
Environmental Health Director



Wells – Calendar Year 2018



- Well permits – 8 (6 water)
- Pluggings - 12
- Cisterns - 1
- Rehabs - 0
- Water samples - 112
- TOT inspections – 20

Spent full amount of grant award for FY18
This year's grant is for \$30,600



Septics for calendar year 2018

Count

Calendar Year: 2018

	Total	Q1	Q2	Q3	Q4
Septic Inspections	32	7	21	4	0
New Septic Permits Received	53	17	32	4	0
New Septic Permits Completed	59	7	37	15	0
Repair Septic Permits	0	0	0	0	0
	2017	2016	2015	2014	2013
Total New Septic	92	74	81	62	66



Pool – Tattoo - Tanning

- Pools
 - One pool closed (high chlorine)
 - Three pools positive for bacteria
 - All inspected for FY 2018
- Tattoo
 - All inspected for FY 2018
- Tanning
 - New apartments offering tanning beds
 - All inspected for FY 2018



Special Projects:

- Squaw Valley South
- Fernald
- Crestview
- Cameron Estates – erosion control
- Iron Bridge – erosion control
- Two failing mounds
- Issued NOV to installer



Fernald



0722450105
Brenda Backoff
65692 Richland Street, Fernald



Fernald



0722450101
Ronald & Ramona Prather
65668 Richland Street, Fernald



Fernald

0722414130
Donna Hodgson
65604 Richland Street, Fernald



Cameron Estates erosion



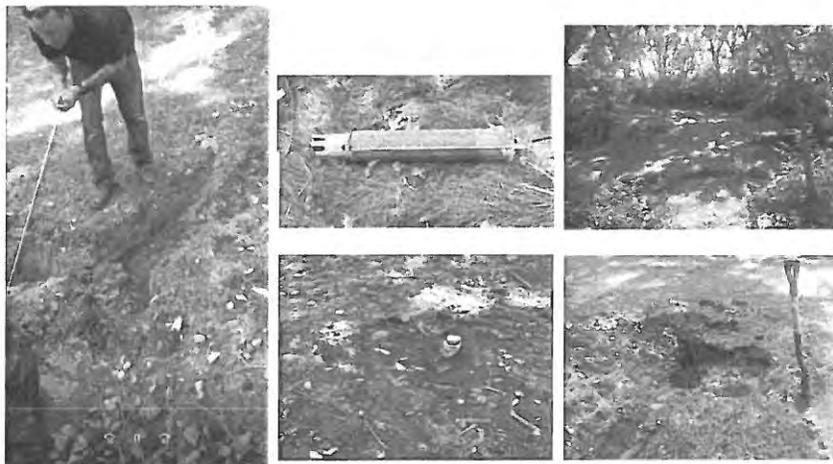
Iron Bridge Subdivision erosion



Crestview - 15 trailers removed



Failing mound



CONCEPTUAL REVIEWS FOR:

- Finco
- Rolling Acres dog breeding
- Kimberley SD
- Revisit Raspberry Hill B&B



TRAINING & MEETINGS

Margaret
IOWWA
COOP COG
Story County fair booth
CPO certification
Healthy lifestyles

Cathy
Bedbug webinar
Healthy lifestyles

Matt
Orengo webinars



Thank you!

