

The Board of Supervisors met on 8/28/18 at 10:00 a.m. in the Story County Administration Building. Members present: Rick Sanders, Marty Chitty, and Lauris Olson, with Sanders presiding. (all audio of meetings available at storycountyowa.gov)

RECOGNITION OF STAFF FOR THE 2018 STORY COUNTY FAIR – Sanders reported on County employees volunteering to staff the County’s information booth at the County Fair. He read the names of participating staff members and presented each with a certificate.

JUVENILE COURT SERVICES AGENCY REPORT – Jerome Rewerts, Juvenile Court Officer, reported on the budget, various services, and current placement cases.

MINUTES: 8/21/18 Minutes – Olson moved, Chitty seconded the approval of Minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

PERSONNEL ACTIONS: 1) new hire, effective 8/29/18, in Attorney's Office for Alexa Moon @ \$10.00/hr; 2) pay adjustment, effective 9/10/18, a) Auditor's Office for Kathy McElroy @ 15.00/hr, b) Information Technology, effective 9/2/18, for Kyle Beste @ \$2,570.54/bw; c) Sheriff's Office for Constance Toresdahl @ \$2,779.85/bw. Chitty moved, Olson seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

Olson moved, Chitty seconded the approval of consent agenda as presented.

1. Participation in the Methamphetamine Drug Hot Spots Grant Program for \$2,500.00, effective 7/1/18-6/30/19
2. Verification of tax suspension recipients
3. Iowa Communities Assurance Pool (ICAP) Endorsement #4 (University Boulevard/Tedesco Environmental Learning Corridor), effective 7/1/18-6/30/19 for \$405.45
4. West Eighteenth Rentals LLC Site Development Plan and Zoning Permit Application
5. Agreement between NEOGOV and Information Technology for software maintenance, effective 10/9/18-10/8/19, for \$7,267.68
6. Road Closure Resolution: #19-07
7. Utility Permits: #19-08; #19-09

Roll call vote. (MCU)

RESOLUTION #19-21, FY19 BUDGET AMENDMENT – Lisa Markley, Assistant Auditor, reported on the budget amendment process, provided details on the amendment, and listed fund balances by fund. Sanders opened the public hearing at 10:13 a.m., and hearing none, he closed the public hearing at 10:13 a.m. Chitty moved, Olson seconded the approval of Resolution #19-21, FY19 Budget Amendment as presented. Roll call vote. (MCU)

RESOLUTION #19-24, AMENDING THE URBAN RENEWAL PLAN STORY COUNTY URBAN RENEWAL AREA – Leanne Harter, County Outreach and Special Projects Manager, reported on Phase 3 of the Tedesco Environmental Learning Corridor (TELC), and provided an overview of the draft amendment plan, and the amendment process. She noted a clerical error in the resolution and recommended approval with the noted change. Sanders opened the public hearing at 10:17 a.m., and hearing none, he closed the public hearing at 10:17 a.m. Chitty moved, Olson seconded the approval of Resolution #19-24, Amending the Urban Renewal Plan Story County Urban Renewal Area as presented with noted change of clerical error. Roll call vote. (MCU)

RESOLUTION #19-22, APPROPRIATION AMENDMENT – Lisa Markley Assistant Auditor, reported on increasing appropriations for the following: Recorder’s Office, \$5,000.00; Countywide Services, \$450,000.00; Conservation, \$558,939.00. Olson moved, Chitty seconded the Approval of Resolution #19-22, Appropriation Amendment as presented. Roll call vote. (MCU)

RESOLUTION #19-23, UN-COMMITMENT OF FUND BALANCE – Lisa Markley Assistant Auditor, reported the need to un-commit funds for qualified Conservation projects. She provided information on the process and identified qualifying projects/purchases. General Funds totaling \$59,963.00 will be uncommitted: \$5,216.00 for Jordan Acres; \$9,247.00 for Carroll Prairie; \$24,000.00 for water trail access; and \$21,500.00 for the paving of the Heart of Iowa Nature Trail (HOINT). Chitty moved, Olson seconded the Approval of Resolution #19-23, Un-Commitment of Fund Balance as presented. Roll call vote. (MCU)

CONTRACT WITH COTT SYSTEMS, INC. TO SCAN AND HOST LAND RECORDS FOR \$29,670.00 – Stacie Herridge, Recorder, reported a phased scanning of index books. Records will be available along with those scanned for the Auditor’s Office. Chitty moved, Olson seconded the approval of Contract with Cott Systems, Inc. to scan and host land records index books for \$29,670.00 as presented. Roll call vote. (MCU)

AMENDED FAÇADE GRANT APPLICATION FROM THE CITY OF ZEARING – Sanders provided an overview. Leanne Harter, County Outreach and Special Projects Manager, reported Zearing requested an additional \$3,132.00 to maximize state funding and meet federal requirements. Olson asked about the process. Ron James, Zearing, reported provided budgetary detail. Martin Herr, Zearing Mayor, reported on additional grant funding and the scope of work. Olson moved, Chitty seconded the Approval of the Amended Façade Grant Application from the City of Zearing for \$3,132.00. Roll call vote. (MCU)

RESOLUTION #19-14, KNOP ACRES RESIDENTIAL PARCEL SUBDIVISION – Amelia Schoeneman, County Planner, reported on site location and maps, proposed subdivision and total acres, current and surrounding land use, inter-agency review, analysis, and alternatives. Chitty moved, Olson seconded the Approval of Resolution #19-14, Knop Acres Residential Parcel Subdivision as presented. Roll call vote. (MCU)

RESOLUTION #19-15, KIMBERLEY RESIDENTIAL PARCEL SUBDIVISION – Amelia Schoeneman, County Planner, reported on the property, current and surrounding land use, future plans, natural resources, inter-agency review, and alternatives. Olson moved, Chitty seconded the Approval of Resolution #19-15, Kimberley Residential Parcel Subdivision as presented. Roll call vote. (MCU)

RESOLUTION #19-20, B&K PLUNKETT RESIDENTIAL PARCEL SUBDIVISION – Emily Zandt, County Planner, reported on location, proposed use, current and surrounding land use, analysis, and alternatives. Sanders asked about a future field access. Chitty moved, Olson seconded the Approval of Resolution #19-20, B&K Plunkett Residential Parcel Subdivision as presented. Roll call vote. (MCU)

DIRECTION REGARDING QUADRANT MEETINGS – Leanne Harter, County Outreach and Special Projects Manager, provided an overview of the program and stated she was seeking direction for a possible fall meeting schedule. Discussion took place. Sanders directed Harter to schedule no meetings this fall and discuss again in the spring.

REVIEW OF 2018 STORY COUNTY FAIR BOOTH – Chitty commented positively on the collaboration with Raising Readers. Leanne Harter, County Outreach and Special Projects Manager, stated this was the second year of a County information booth. Future ideas include possibly hosting a night for County Government if the Fair Board approves. Discussion took place. Sanders directed Harter to discuss with the County Fair Board.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: The Board reported on numerous meetings.

Chitty moved, Olson seconded to adjourn at 11:54 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
8/28/18

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. Recognition Of Staff For The 2018 Story County Fair

Department Submitting Board of Supervisors

5. AGENCY REPORTS:

- I. Juvenile Court Services Agency Report - Jerome Rewerts

Department Submitting Auditor

Documents:

BOS AUG 18 REPORT.PDF
JCS.PDF

6. CONSIDERATION OF MINUTES:

- I. 8/21/18 Minutes

Department Submitting Auditor

7. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

1)new hire, effective 8/29/18, in Attorney's Office for Alexa Moon @ \$10.00/hr; 2)pay adjustment, effective 9/10/18, a)Auditor's Office for Kathy McElroy @ \$15.00/hr, b) Information Technology effective 9/2/18, for Kyle Beste @ \$2,570.54/bw; c)Sheriff's Office for Constance Toresdahl @ \$2,779.85/bw.

Department Submitting HR

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 Methamphetamine Drug Hot Spots Grant Program And Story County For \$2,500.00 Effective 7/1/18 - 6/30/19

Department Submitting Sheriff

Documents:

METH HOT SPOTS GRANT.PDF

II. Consideration Of Tax Suspension Recipients

Department Submitting Board of Supervisors

Documents:

TAX SUSPENSION.PDF

III. Consideration Of Iowa Communities Assurance Pool Endorsement #4 (University Blvd/Tedesco Environmental Learning Corridor) Effective 7/1/2018-6/30/2019 For \$405.45

Department Submitting Board of Supervisors

Documents:

ICAP ENDORSEMENT 4.PDF

IV. Consideration Of West Eighteenth Rentals LLC Site Development Plan And Zoning Permit Application

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
SITE PLAN.PDF
APPLICATION DOCUMENTS.PDF

V. Consideration Between NEOGOV And Information Technology For Software Maintenance Effective 10/09/18-10/08/19 @ \$7267.68

Department Submitting Information Technology

Documents:

NEOGOV.PDF

VI. Consideration Of Road Closure Resolution(S): #19-07

Department Submitting Engineer

Documents:

RC 19 07.PDF

VII. Consideration Of Utility Permit(S): #19-008; #19-009

Department Submitting Engineer

Documents:

UT 19 008.PDF
UT 19 009.PDF

9. PUBLIC HEARING ITEMS:

I. Consideration Of Resolution #19-21, FY'19 Budget Amendment - Lisa Markley

Department Submitting Auditor

Documents:

RES 1921.PDF

II. Discussion And Consideration Of Resolution #19-24, Amending The Urban Renewal Plan Story County Urban Renewal Area - Leanne Harter

Department Submitting Board of Supervisors

Documents:

RESOLUTION AMENDING THE PLAN AUGUST 2018.PDF
AMENDEDURBANRENEWALPLANFORAUGUST2018.PDF

10. ADDITIONAL ITEMS:

I. Consideration Of Resolution #19-22, Appropriation Amendment - Lisa Markley

Department Submitting Auditor

Documents:

RES 1922.PDF

II. Consideration Of Resolution #19-23, Un-Commitment Of Fund Balance - Lisa Markley

Department Submitting Auditor

Documents:

RES 1923.PDF

III. Consideration Of Contract With Cott Systems, Inc. To Scan And Host Land Records Effective For \$29,670 (Budgeted)-Stacie Herridge

Department Submitting Recorder

Documents:

COTT RECORDER.PDF

IV. Discussion And Consideration Of Amended Facade Grant Application From The City Of Zearing - Leanne Harter

Department Submitting Board of Supervisors

Documents:

AMENDED 108 E MAIN APPLICATION.PDF

V. Discussion And Consideration Of Resolution #19-14, Knop Acres Residential Parcel
Subdivision-Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
RESOLUTION 19 14.PDF
PLAT.PDF
DRAFT ACCESS EASEMENT.PDF
APPLICATION AND ATTACHMENTS.PDF

VI. Discussion And Consideration Of Resolution #19-15, Kimberley Residential Parcel
Subdivision-Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
RESOLUTION 19 15.PDF
PLAT.PDF
APPLICATION AND ATTACHMENTS.PDF

VII. Discussion And Consideration Of Resolution #19-20, B&K Plunkett Residential Parcel
Subdivision-Emily Zandt

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
RESOLUTION 19 20.PDF
FINAL PLAT.PDF
APPLICATION DOCUMENTS.PDF

11. DEPARTMENTAL REPORTS:

12. OTHER REPORTS:

I. Discussion And Direction Regarding Quadrant Meetings - Leanne Harter

Department Submitting Board of Supervisors

Documents:

SAMPLE FOR BOS DISCUSSION.PDF

II. Review Of 2018 Story County Fair Booth - Leanne Harter

Department Submitting Board of Supervisors

Documents:

STORY COUNTY FAIR 2018 SUMMARY.PDF

13. 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.

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

15. ADJOURNMENT:

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

Story County Board of Supervisors
Meeting
8/28/18

NAME

ADDRESS

Emily Zandt
Jerry Moore
Karen Davis
Paula Toms
Todd Lundvall
Jerome Reukfs
Amelia Schoereman
Stacie Hemidge
Kyrin Dyrud
Dustin Ingram
Mau Muskley
Karmen Gunkett
Deborah
Missoua Wighan

P+D
P+D
Zearing
LWV
BOS
JCS
Pi D
Recorder
AESC.
AED (-304 Main St. Arnet
Auditor
29219 660th Ave., Maxwell
BOS Office
BOS

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

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

Counties
 Story
 Marshall
 Boone

STORY COUNTY BOARD OF SUPERVISORS

August 2018

Juvenile Court Services appreciates the partnership with Story County; the Board of Supervisors, County Attorney and Facility Management. The working relationship with the County Attorney staff remains productive and efficient, benefiting the youth and families involved with Juvenile Court.

**COUNTY BUDGET:
 FY 18**

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

Juvenile Court

Personal Items – Utilized 0% of funding	Balance \$ 50.00
Protective Living – Utilized 62% of funding	Balance \$ 38,329.33

FY 19

Line Item as of 8/22/18:	Allocated Amount/Balance	
Personal Items (01000 03300 32461) \$50	Balance \$50.00	Used: 0%

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

Protective Living (01000 03310 311 61)	\$100,000	Balance \$95,325.50	Used: 5%
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This fund is used to pay for court ordered detention and the county's share of court ordered shelter care in shelters besides Rosedale. This line item also covers medical expenses while youth are placed in detention and partially funds evaluations.

In FY 18 (7/1/17 to 4/30/18); JCS has placed to 7 kids in shelter for 85 days, a 12.1 day average. Due to State wide IT difficulties end of the year data will be provided at a later date.

In FY 18 (7/1/17 to 4/30/18); JCS has placed 22 kids in detention for 415 days, an 18.9 day average. Due to State wide IT difficulties end of the year data will be provided at a later date.

YOUTH AND SHELTER SERVICES (YSS):FY 18 Allocations (End of Year)

Sheltered Workshop (01000 03300 360 61)	\$ 80,000	Balance \$0.04	Used: 100%
Agency Services (01000 03300 366 61)	\$ 90,500	Balance \$22,787.54	Used: 75%
Public Education (01000 03300 373 61)	\$62,000	Balance \$5,000	USED: 92%
Outreach/Nevada (0100003300 387 61)	\$41,500	Balance \$9,787.54	Used: 76%
Revenue: IDPH Grant (01000 00053 2710-61)	\$10,000	Balance \$1,624.78	Used; 84%

YOUTH AND SHELTER SERVICES (YSS):FY 19 Allocations

Sheltered Workshop (01000 03300 360 61)	\$ 85,000	Balance \$78,333.33	Used: 8%
Agency Services (01000 03300 366 61)	\$ 93,000	Balance \$90,679.17	Used: 2%
Public Education (01000 03300 373 61)	\$65,000	Balance \$60,250	USED: 7%
Outreach/Nevada (0100003300 387 61)	\$44,000	Balance \$41,041.67	Used: 5%
Revenue: IDPH Grant (01000 00053 2710-61)	\$10,000	Balance \$10,000	Used; 0%

State Budget FY 19:

Please review the attached 6/1/2018, letter from Judicial Branch Court Administration.

Given the improvement of the State Judicial Branch budget, the Second Judicial Branch is in the process of hiring two Juvenile Court Officers (JCO) and one Administrative Assistant (AA). One JCO will work out of Cerro Gordo County with the other JCO in Bremer County. The AA will be assigned to assist the Chief JCO in Marshall County.

Story County Current Placement Cases: (As of: 8/22/18)

State Training School	3
Detention:	1
Shelter	0
Residential Treatment	5 (3 at WWA, 1 at YHMA, 1 at Stop)
Enhanced Supervision (GPS)	3

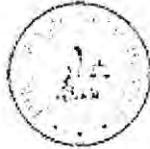
Attachments:

Judicial Branch State Court Administrator; letter dated 6/1/18.

YSS Rosedale Shelter Non-System Date Report; May/June. 2018

Juvenile Delinquency Complaints (January 1, 2018 – July 31, 2018 & Calendar year 2017)

2018 Formal Status Stats; January 1, 2018 to July 31, 2018



STATE COURT ADMINISTRATION

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

TODD NUCCIO
State Court Administrator

June 1, 2018

Today, Governor Reynolds signed into law the Judicial Branch Appropriations Bill (HF 2495). For the fiscal year beginning July 1, 2018, the legislature appropriated and the governor approved \$177,574,797. This amount is \$3.5 million more than the FY 18 judicial branch appropriation after the \$1.6 million de-appropriation. Put another way, the FY 19 judicial branch's operating budget is \$1.9 million more than the original FY 18 appropriation. For FY 19, an additional \$3.1 million was authorized for the jury and witness fund; this amount is consistent with the allocation provided in past years. Other language in the bill includes a provision that the judicial branch operate clerk of court offices in all 99 counties and be accessible to the public as much as reasonably possible. As in past years, there is also language directing us to focus on the collection of delinquent fines and fees.

With regard to one-time allocations for capital projects in the Infrastructure Appropriations Bill (SF2414), the judicial branch received \$1,464,705 for furniture and equipment related to the last phase of the Polk County Justice Center and \$3,000,000 for judicial branch technology projects, which will allow us to begin improving our capabilities related to redundancy, recoverability and cyber security.

Concerning juvenile related matters, in the Health and Human Services Appropriations Bill (SF2418) DECAT funding and court ordered services remained steady at \$1,717,753 and \$3,290,000 respectively. The allocation for juvenile delinquent graduated sanctions came in at \$12,253,227, also no change from the previous fiscal year.

Under the Justice Systems Appropriations Bill (HF2492) regarding justice system policy matters, the judicial branch and DOC, in cooperation with CJJP, DHS and the CBCs, are directed to study the effectiveness and recidivism rates of persons assigned to specialty courts. The study will be in addition to the research project we currently have ongoing with the National Center for State Courts (NCSC) to develop performance measures and establish data collection standards for these courts. It is also in addition to the contract just signed to have the NCSC conduct a process evaluation of our specialty courts to ensure we uniformly and consistently follow evidence-based practices across the state. Another policy provisions found in HF2492 increases the small claims cap to \$6,500 for cases commenced on or after July 1, 2018.

As you know, there are three steps in the budgeting process: The legislature passes an appropriation's bill; the governor signs it into law; and the supreme court decides how to allocate those dollars subject to specific provisions in the law. In making its budget decisions, the supreme court reaffirmed its commitment to the *six priorities of the judicial branch. The court prioritized keeping court services available to Iowans in all 99 counties, as well as protecting children and public safety through the efforts of juvenile court services.

Given the funding available, the judicial branch will be able to fill approximately 75 of the 135 currently-held vacancies in FY 19. We will also reduce the time district court judge positions are held open from the current 12-month average to two months. The moratorium on the establishment of new specialty courts, however, will continue.

The supreme court has also decided to increase employee salaries by 1% across the board and provide a 2% step increase for all non-contract and AFSCME contract covered employees (that are not at the top of their pay grade). Steps for PPME contract covered employees (that are not at the top of their pay grade) will be 1.75%. The court recognizes the impact that ongoing vacancies have on the workload of existing personnel. While somewhat modest, these increases represent the best that can be accomplished under present circumstances and convey a deep appreciation for the hard-working and dedicated employees throughout the organization. Unfortunately, judges and magistrates will not receive any salary increase this year as the legislature did not authorize a salary increase or allow the judicial branch to increase judicial officer salaries. We will continue to stress the need for appropriate judicial compensation as 21 (11%) of the 116 district court and 75 district associate court judges have left the bench thus far in FY 18.

In closing, I hope you find this information helpful in understanding the current landscape and beneficial in your planning for FY 19. Please do not hesitate to contact me if there are any questions or if I can be of further service. Additional budget information is publicly available on the judicial branch website at <https://www.iowacourts.gov/iowa-courts/fy-2019-budget/>. Thank you.

***What Are the Six Priorities of the Iowa Judicial Branch?**

The six priorities for the judicial branch shaped from what Iowans have said they expect and need from their courts.

1. **Protect Iowa's Children.** If the judicial branch is going to accomplish any lasting good in Iowan's lives, the branch must begin by bringing lasting good to the lives of our children in need.
2. **Provide Full-Time Access to Justice.** Whether it is children in need, an Iowan, an Iowa Business, or a friends and neighbors who must at some time count on access to court services, it is clear that Iowans expect their government to operate a full-time, full-service, and efficient court system.
3. **Operate an Efficient, Full-Service Court System.** The Iowa Judicial Branch must continuously work to improve access to the courts and make operations more efficient by taking advantage of all innovative and effective processes available.

4. **Provide Faster and Less Costly Resolution of Legal Disputes.** Iowans expect and deserve timely resolution of their legal disputes. The old axiom "justice delayed is justice denied" is more and more true in this increasingly fast-paced world.
5. **Be Open and Transparent.** The strength of democracy requires well-informed citizens. The strength and effectiveness of our court system depends on public confidence in the courts.
6. **Provide Fair and Impartial Justice for All.** Iowa judges make decisions based on the facts of a case and the rule of law, not on their personal beliefs or popular opinion. Allegiance to the law is the very core of the judicial system, embodied in the oath as judges and the rules of ethics, and it is a pledge to all Iowans.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Nuccio". The signature is fluid and cursive, with a large initial "T" and "N".

Todd Nuccio

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

Parent/Guardian:

County	Current Month	Year-to-Date
Story	2	20
Boone	0	6
Marshall	0	1
Hamilton	0	0
Total	2	27

Law Enforcement: None

County	Current Month	Year-to-Date
Story	0	0
Boone	0	0
Marshall	0	0
Hamilton	0	0
Other	0	0
Total	0	0

Basic Center Grant: None

County	Current Month	Year-to-Date
Story	0	3
Boone	0	0
Marshall	0	0
Hamilton	0	0
Other	0	1
Total	0	4

YSS Intra-Agency (from YRH/712): None

Current Month	Year-to-Date Total
0	0

Year-to-Date Placement Summary:

Placement Type	Year-to-Date Total
Parent/Guardian	27
Law Enforcement	0
Basic Center Grant	4
YSS Intra-agency	0
Total Non-system Placements	31

RHYMIS Forms:

Current Month	Year-to-Date Total
5	94

HelpLine Crisis/Information Calls:

Type of Call	Current Month (Story Co.)	Year-to-Date (Story Co.)
with Runaway/Homeless History	27 (14)	172 (56)
Total Crisis/Info Calls	46 (17)	297 (94)

Placement Diversions:

County	Current Month	Year-to-Date
Story	17	94
Boone	1	27
Marshall	3	21
Hamilton	0	7
Other	25	160
Total Diversions	46	297

Story County Diversion Narrative:

1 – 5.2.18 – RDS Staff processed information with the caller (DHS CPS) and provided information about the programs available through YSS. Due to the potential client being outside of the age range accepted by Rosedale, the caller was referred to YESS, Children’s Square, and Beloit for emergency services.
2 – 5.2.18 – RDS Staff processed information with the caller (DHS CPS) and provided information about the programs available through YSS. The caller explained that since the potential client’s younger sibling was not able to be placed, shelter services would not be necessary. RDS Staff provided information for other shelters and contact information for counseling.
3 – 5.3.18 – RDS Staff processed information with the caller (Adult) and provided information about the programs available through YSS. RDS Staff provided information for adult homeless shelters in the area and recommended counseling for additional support.
4 – 5.3.18 – RDS Staff processed information with the caller (Adult) and provided information about the programs available through YSS. RDS Staff provided information for adult homeless shelters in the area, specifically in Des Moines, and recommended counseling for additional support.
5 – 5.7.18 – RDS Staff processed information with the caller (Adult) and provided information about the programs available through YSS. RDS Staff provided information for adult homeless shelters and recommended counseling for additional support.
6 – 5.10.18 – RDS Staff processed information with the caller (Mother) and provided information about the programs available through YSS. RDS Staff validated the caller’s concern and crisis counseled the caller and the potential client. A safety plan was made for the evening and the caller stated they would call back if additional services were necessary, as the crisis was resolved at that time.
7 – 5.11.18 – RDS Staff processed information with the caller (Mother) and provided information about the programs available through YSS. RDS Staff discussed some of the on-going issues and processed different coping skills that the caller and the potential client could utilize. After creating a plan, the caller determined that further services were not necessary.
8 – 5.15.18 – RDS Staff processed information with the caller (Homeless Teen) and provided information about the programs available through YSS. RDS Staff offered services to the caller, but the caller decided that they did not want to utilize services.
9 – 5.20.18 – RDS Staff processed information with the caller (Mother) and provided information about the programs available through YSS. RDS Staff discussed some of the current issues and processed various coping skills that could be utilized. RDS Staff referred the caller to utilize law enforcement and the hospital if the crisis arises again.
10 – 5.21.18 – RDS Staff processed information with the caller (Guardian) and provided information about the programs available through YSS. RDS Staff discussed the situation with the caller and created a safety plan for

when the potential client returns to the caller's home. RDS Staff referred the caller to counseling and medication management.
11 – 5.23.18 – RDS Staff processed information with the caller (Foster Parent) and provided information about the programs available through YSS. RDS Staff validated the callers concerns and discussed a safety plan the family could utilize. The caller determined that further services were not necessary at this time.
12 – 5.24.18 – RDS Staff processed information with the caller (School Counselor) and provided information about the programs available through YSS. The caller only asked for information and thanked staff for providing it.
13 – 5.24.18 – RDS Staff processed information with the caller (Hospital) and provided information about the programs available through YSS. RDS Staff discussed the details and referred the caller to process with the family. The caller determined that services were not needed at this time.
14 – 5.28.18 – RDS Staff processed information with the caller (Guardian) and provided information about the programs available through YSS. RDS Staff processed the situation and suggested utilizing a safety plan. The caller stated they would try that and access law enforcement if the crisis becomes worse.
15 – 5.28.18 – RDS Staff processed information with the caller (DHS) and provided information about the programs available through YSS. RDS Staff referred the caller to other shelters and support services.
16 – 5.29.18 – RDS Staff processed information with the caller (DHS) and provided information about the programs available through YSS. RDS Staff referred the caller to other shelters and support services.
17 – 5.31.18 – RDS Staff processed information with the caller (Hospital) and provided information about the programs available through YSS. RDS Staff discussed the situation resulting in the crisis and suggested the caller process with the family. After discussing coping skills and a safety plan with the family, the caller stated the crisis had been resolved.

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

Parent/Guardian:

County	Current Month	Year-to-Date
Story	2	22
Boone	0	6
Marshall	0	1
Hamilton	0	0
Total	2	29

Law Enforcement: None

County	Current Month	Year-to-Date
Story	0	0
Boone	0	0
Marshall	0	0
Hamilton	0	0
Other	0	0
Total	0	0

Basic Center Grant: None

County	Current Month	Year-to-Date
Story	0	3
Boone	0	0
Marshall	0	0
Hamilton	0	0
Other	0	1
Total	0	4

YSS Intra-Agency (from YRH/712): None

Current Month	Year-to-Date Total
0	0

Year-to-Date Placement Summary:

Placement Type	Year-to-Date Total
Parent/Guardian	29
Law Enforcement	0
Basic Center Grant	4
YSS Intra-agency	0
Total Non-system Placements	33

RHYMIS Forms:

Current Month	Year-to-Date Total
3	97

Helpline Crisis/Information Calls:

Type of Call	Current Month (Story Co.)	Year-to-Date (Story Co.)
with Runaway/Homeless History	18 (7)	190 (63)
Total Crisis/Info Calls	32 (14)	329 (108)

Placement Diversions:

County	Current Month	Year-to-Date
Story	14	108
Boone	1	28
Marshall	1	22
Hamilton	0	7
Other	16	176
Total Diversions	32	329

Story County Diversion Narrative:

1 – 6.2.18 – RDS Staff processed information with the caller (Foster Parents) and provided information about the programs available through YSS. RDS Staff discussed the situation and recommended the foster parents contact DHS for placement purposes. RDS Staff provided information to counseling resources and recommended those services. The caller stated they would contact DHS and look into initiating counseling.
2 – 6.4.18 – RDS Staff processed information with the caller (Parent) and provided information about the programs available through YSS. RDS discussed placement options with the caller. The caller decided that the crisis had been resolved for the time being, but would call in the future should they require placement.
3 – 6.7.18 – RDS Staff processed information with the caller (Guardians) and provided information about the programs available through YSS. The caller was looking for information, as the potential client had eloped and had not been located yet. RDS Staff discussed placement options and the caller said they would call again if they still required services.
4 – 6.8.18 – RDS Staff processed information with the caller (DHS) and provided information about the programs available through YSS. There were not any available beds for a female client, so staff provided information for other shelters and discussed some alternative options with the caller. The caller said the crisis appeared to be resolved, but that if it becomes a crisis again they would contact shelter.
5 – 6.11.18 – RDS Staff processed information with the caller (Parent) and provided information about the programs available through YSS. RDS Staff offered a bed to the caller and the caller said they would discuss the situation further and determine if placement was necessary. The caller did not call back and the potential client was not placed.
6 – 6.12.18 – RDS Staff processed information with the caller (Ames PD) and provided information about the programs available through YSS. RDS Staff offered a bed to the caller, and the caller was attempting to transport the potential client, the potential client ran. The caller stated they would call back if additional services were necessary.
7 – 6.15.18 – RDS Staff processed information with the caller (Parent) and provided information about the programs available through YSS. RDS Staff offered a bed to the caller, and discussed the details of the placement. The caller later called back and stated that the crisis had been resolved. RDS Staff recommended counseling services to help support the caller and the potential client in the home.
8 – 6.17.18 – RDS Staff processed information with the caller (Parent) and provided information about the programs available through YSS. RDS Staff discussed placement options with the caller, and while on the phone the situation defused itself. The caller told staff they would call back if further services were needed.
9 – 6.18.18 – RDS Staff processed information with the caller (Parent) and provided information about the programs available through YSS. RDS Staff discussed some of the current issues and processed various coping skills that could be utilized. RDS Staff referred the caller to utilize law enforcement and the hospital if the crisis arises

again.

10 – 6.20.18 – RDS Staff processed information with the caller (Group care Staff) and provided information about the programs available through YSS. RDS Staff discussed who was able to place in shelter and how the placements worked. The caller thanked staff for the information.

11 – 6.28.18 – RDS Staff processed information with the caller (Concerned Person) and provided information about the programs available through YSS. RDS Staff asked for information from the caller, who explained the potential client was in a homelessness situation and put the potential client on the phone. RDS Staff asked some questions, and the potential client explained they did not need shelter services and declined.

12 – 6.29.18 – RDS Staff processed information with the caller (Boone PD) and provided information about the programs available through YSS. RDS Staff asked for additional information from the caller, but the situation had been resolved and placement options were not needed.

13 – 6.29.18 – RDS Staff processed information with the caller (Boone PD) and provided information about the programs available through YSS. RDS Staff asked for additional information from the caller, but the situation had been resolved and placement options were not needed.

14 – 6.30.18 – RDS Staff processed information with the caller (Adult) and provided information about the programs available through YSS. RDS Staff provided information for local homeless shelters and recommended counseling for additional support.

Story County complaints and allegations Jan. 1, 2018 - July 31, 2018

	Totals
ALCOHOL	7
ARSON	3
ASSAULT	67
BURGLARY	7
DRUG POSSESSION	23
DRUG TRAFFICKING	1
FORGERY/FRAUD	2
OTHER PROPERTY	2
OTHER PUB ORD	15
ROBBERY	2
SEX	2
THEFT	26
TOBACCO	4
TRAFFIC	2
VANDALISM	20
WEAPONS	4
	187

	Caucasian	Hispanic	African Ame	Other	Asian	Sum:
F	31		18			49
M	89	11	27		1	138
Sum:	120	11	45		1	187

	Caucasian	Hispanic	African Ame	Other	Asian	Sum:
11 and 12-13	25		2			27
12-13	13	6	5		1	25
14-15	29		23			54
16-17	53	5	15			80
Other						1
Sum:	120	11	45		1	187

Story County complaints and allegations 2017

	Totals
ALCOHOL	18
ASSAULT	63
BURGLARY	11
DRUG POSSESSION	43
DRUG TRAFFICKING	1
MURDER/MANSL.	1
OTHER COURT	2
OTHER PROPERTY	3
OTHER PUB ORD	24
OWI	2
SEX	7
THEFT	61
TRAFFIC	2
VANDALISM	33
	271

	Caucasian	Hispanic	African Ame	Other	Asian	Sum:
F	49	2	39		2	92
M	124	4	49		1	179
Sum:	173	6	88		3	271

	Caucasian	Hispanic	African Ame	Other	Asian	Sum:
11 and 12-13	12		4		1	17
12-13	24		23			47
14-15	42		32			75
16-17	93	6	29		2	130
Other	2					2
Sum:	173	6	88		3	271

2018 FORMAL STATS	
PETITIONS FILED	32
ADJUDICTORY/DISPOSITIONAL HEARINGS	5
HEARINGS FOR CONSENT DECREE	11
REVIEW HEARINGS	15
MODIFICATION HEARINGS	9
PERMANENCY HEARINGS	1
PERMANENCY REVIEW HEARINGS	2
DETENTION REVIEW HEARINGS	19
SHELTER REVIEW HEARINGS	4
HEARINGS FOR WAIVER OF JURISDICTION	4
PLACEMENTS ORDERED	8
FORMAL CASES CLOSED	12

METHAMPHETAMINE DRUG HOT SPOTS GRANT PROGRAM

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

Meth HotSpots CFDA #16.710

Grantee: Story County Rick Sanders 900 6th Street Nevada, Iowa 50201-2004 Phone (515) 382-7200 Fax (515) 382-7479	Grant #17-CAMP-12 Grant Period: July 1, 2018 through June 30, 2019 Federal: \$2,500 Match: \$0 Total: \$2,500
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ODCP Contact: Dennis Wiggins 515/725-0311

Legal Applicant:
Rick Sanders
Chairperson Story Co. Board of Supervisors

Program Director: Brian Tickle
(515) 371-7941 btickle@storycountyia.gov

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

SPECIAL CONDITIONS

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

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

SIGNATURES/DATES



Legal Applicant/Date



Program Director/Date

ODCP Administrator/Date

IOWA GOVERNOR'S OFFICE OF DRUG CONTROL POLICY

STANDARD GRANT CONDITIONS

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

1. General:

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

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

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

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

2. Definitions:

- a. "State" means the State of Iowa.
- b. "ODCP" means the Governor's Office of Drug Control Policy.
- c. "Grantee" or "Legal Applicant" means the governmental agency contracting with the Governor's Office of Drug Control Policy.
- d. "Program/Project Director" means the person who has been delegated authority to administer the project described in the application.

- e. "Special Conditions" means those conditions applying uniquely to this grant contract as identified on the grant contract page.
- f. "Standard Grant Conditions" means those conditions applying to all ODCP grant contracts.
- g. "JAG" means the *Federal Byrne–Justice Assistance Grant* program, for which ODCP is the State Administrative Agency in Iowa.

3. Accountability for All Entities:

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

4. Additional Guidance for Nonprofit Organizations:

Nonprofit organizations must be aware of and comply with applicable law and regulations. The Iowa Nonprofit Principles and Practices for Charitable Nonprofit Excellence Revised 2016 shall be used as a means of educating nonprofit organizations about the laws and regulations with which they must comply and to provide guidance about good operational practices and ethical conduct. This publication may be accessed at <https://inrc.law.uiowa.edu/sites/inrc.law.uiowa.edu/files/pp-2016ed-web.pdf>

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

5. Accounts and Records:

- a. The Grantee shall comply with pertinent state and Federal laws, and the provisions of the Office of Justice Program's (OJP) Financial Guide:
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
- b. The Grantee shall maintain accurate, current, and complete records of the financial activity of this contract, including records which adequately identify the source and application of funds. Grantees are expected to maintain separate records for each Federal grant or program. Cash or matching contributions made by the Grantee shall be verifiable from the Grantee's records. These records shall contain information pertaining to contract amount, authorizations, obligations, unobligated balances, assets, liabilities, expenditures, and program income.

- c. Effective control and accountability shall be maintained for all assets, including current and accurate equipment inventory records. The Grantee shall adequately safeguard all such property and assure that it is used solely for authorized purposes. Accounting records shall be supported by source documentation such as canceled checks, paid bills, receipts, payrolls, contract award documents, etc.
- d. The Grantee, in making project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the ODCP.
- e. The Grantee agrees to maintain a sufficient recordkeeping system to provide statistical data for the purpose of planning, monitoring, and evaluating their program.
- f. All pertinent records and books of accounts related to this contract shall be retained for a period of three (3) years—following the closure of the grantee’s most recent audit report. In the event of litigation, negotiation or audit findings, the records shall be retained until all issues arising from such actions have been resolved or until the end of the regular three-year period, whichever is later.

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

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

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

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

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

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

7. Non-Supplanting Requirement:

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

8. Program Income:

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

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

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

9. Subcontracting:

None of the activities or funds of this grant shall be subcontracted to another organization or individual without specific prior approval by ODCP, with the exception of subcontracts under \$1,000. Open and free competition is required. To obtain ODCP approval, the Grantee shall submit the proposed contract or written agreement between the parties. The contract or agreement must contain a list of the activities to be performed by the subcontractor, and the contract policies and requirements. All grant related certifications

and conditions agreed upon by the applicant agency shall be passed on to subcontracting agencies. Subcontractors shall complete the Standard Grant Condition Certification.

10. Property and Equipment:

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

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

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

11. Computer Systems:

No federal funding may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

12. Travel:

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

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

13. Payments:

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

14. Reporting:

Form to be Used:

- a. Claim for Reimbursement - Completed online at www.iowagrants.gov
- b. Quarterly Progress Reports - Completed online at www.iowagrants.gov
- c. Inventory Report Form
Equipment purchased all or in part with grant funds must be listed on the inventory report form. (See property.) Due to ODCP 30 days after the grant period.
- d. Annual Audit Report
If agencies are exempt from audit

Due Date:

Due by the 23rd day of **each** month, following expenditures.

Due Date:

- October 23rd
- January 23rd
- April 23rd
- July 23rd

Due Date

July 31st

Due Date

For July 1st through June 30th

requirements, you must keep records that are available for review or audit by appropriate officials including the Federal agency, the State agency, and the US Government Accountability Office (GAO).

audit is due by March 31st

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

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

16. Audits:

Subrecipients of Federal funds are required to permit access to their records and financial statements as necessary to comply with Title 2 CFR Part 200, Subpart F Audit Requirements and Code of Iowa, Chapter 11, Audit of Counties, Cities and School Districts.

Non-Federal entities that expend \$750,000 or more in Federal funds (from all sources including pass-through subawards) in the State fiscal year (July 1 - June 30) shall have a single organization-wide audit conducted in accordance with the provisions of Title 2 CFR Part 200, Subpart F.

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

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

Audit costs for audits not required or performed in accordance with Title 2 CFR Part 200, Subpart F are not allowable. If the grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit; these costs may not be charged to the grant.

Monitoring/Evaluation:

The Governor's Office of Drug Control Policy may conduct site visits to review grant compliance, assess management controls, assess the applicable activities or strategies, and provide technical assistance. In addition, the Grantee agrees to provide any data or information required for the purposes of monitoring and program evaluation. Such evaluation may be conducted by ODCP or other appropriate agencies. The Grantee agrees to ensure the cooperation of the Grantee's employees and board members in such efforts.

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

17. Changes in the Program:

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

18. Withholding of Support, Suspension, and Termination:

- a. Withholding of Support: With ten (10) days written notice, ODCP may temporarily withhold payment of funds until a corrective action plan has been submitted by Grantee and approved by ODCP. Reasons may include, but are not limited to the following:
 - 1.) Delinquency in submitting required reports;
 - 2.) Failure to provide adequate management of the funds;
 - 3.) Failure to show satisfactory progress in achieving the objectives of the program or failure to meet the terms and conditions of the contract; and
 - 4.) Failure to regularly coordinate the activities and services with other local providers funded by ODCP. Temporary withholding of funds does not constitute just cause for the Grantee to interrupt services to clients.

- b. Suspension: When, as determined by ODCP, a Grantee has materially failed to comply with the terms and conditions of the grant, ODCP may, with ten (10) days written notice to Grantee, suspend the grant. Only necessary and proper costs that ODCP agrees could not have reasonably been avoided during the period of suspension will be paid by ODCP. Suspension shall remain in effect until the Grantee has shown to the satisfaction of the ODCP that corrective action has been or will be taken, or until ODCP terminates the grant.

- c. Termination:
 - 1.) Termination for Cause: The ODCP may terminate a grant in whole or in part anytime before the date of completion if ODCP determines that the Grantee has failed in a material way to comply with the terms and conditions of the grant. To terminate a grant, ODCP must send written notice to the Grantee stating the date and reasons for the termination. Payments to the Grantee will be only for services provided or purchases authorized up to the date of termination. Recovery of funds by ODCP shall be made in accordance with the terms and conditions of this grant.
 - 2.) Termination on Other Grounds: In addition to termination for cause, ODCP grants may be terminated in whole or in part as follows:
 - (a) By ODCP with the consent of the Grantee. Both parties agree on the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
 - (b) By the Grantee. Thirty (30) days written notice to ODCP is required. Such notice shall set forth the reason for such termination. Termination of part of the grant is subject to Section 17 entitled "Changes in the Program."
 - (c) By ODCP due to the lack of adequate funds to support the grant. Should this contract terminate prior to the expiration date as set forth in the grant cover page, the Grantee agrees to deliver such information and items which are due as of the date of termination. The ODCP shall not be liable for unemployment compensation arising from the termination of this grant.

19. Copyrights:

The U.S. Department of Justice and the State of Iowa, ODCP reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: a) the copyright in any work developed under a grant, or contract under a grant or subgrant; and b) any rights of copyright to which Grantee or contractor purchases ownership with grant support.

20. Publicity:

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

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

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

21. Release of Information and Confidentiality of Records:

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

22. Conflict of Interest:

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

23. Report Misuses of Funds

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

24. Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

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

25. Drug Free Workplace:

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

26. Americans With Disabilities Act:

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

27. Immigration and Naturalization Service:

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

28. Limited English Proficiency:

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

29. Equal Employment Opportunity Program:

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

agencies receiving less than \$25,000; grantee agencies with less than 50 employees, regardless of the amount of the award; and non-profit organizations, Indian Tribes, and medical and education institutions, are exempt from the EEOP requirement, but the grantee is required to submit a certification form to the OCR to claim the exemption. A copy of the certification form shall also be submitted to the ODCP. Information about civil rights obligations of grantees can be found at www.ojp.usdoj.gov/ocr.

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

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

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

30. Equal Treatment for Faith Based Organizations:

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

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

31. Lobbying Restrictions:

The Grantee agrees that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract or grant, and the Grantee receives Federal funds exceeding \$100,000, the Grantee shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>
- c. The Grantee shall require that the language of this certification be included in any subcontracts and that all contractors shall certify and disclose accordingly. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

32. Sanctuary Jurisdiction

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

33. Liability:

- a. If any provision contained herein is in conflict with any State or Federal law or shall be declared to be invalid by any court of record of this State, such invalidity shall affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the court shall continue to be in effect.

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

34. Drug Task Force:

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

35. Drug Task Force Training:

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

36. Use of Force Training Metrics

(Byrne JAG Grantees Only) Law enforcement agencies receiving director or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

37. NEPA Clandestine Methamphetamine Laboratories:

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

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

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

Methamphetamine Mitigation Conditions

Where applicable, grant recipients shall:

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

the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the State environmental agency and in accordance with existing State and Federal requirements;

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

38. DUNS/SAM Registration:

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

39. Recipient Integrity and Performance

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

40. Contested Cases – Administrative Procedure Act:

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

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

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

Rick Sanders
(Legal Applicant – Print or Type)

[Signature]
(Signature Legal Applicant) (Date)

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

[Signature] 8/20/18
(Signature Program/Project Director) (Date)

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

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

(Signature Contracting Agency)

(Date)

Iowa Governor's Office of Drug Control Policy
CERTIFIED ASSURANCES

NON-SUPLANTING

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

MATCHING FUNDS

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

RECORD KEEPING

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

REPORTING

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

NONDISCRIMINATION

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

FINDINGS OF DISCRIMINATION

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

REPORT MISUSE OF FUNDS

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

NON-DISCLOSURE AGREEMENTS

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

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

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

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

LIMITED ENGLISH PROFICIENCY

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

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

FINANCIAL AND ADMINISTRATIVE GUIDE

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

COMPLIANCE WITH FEDERAL PROCEDURES

The grantee assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18,

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

SANCTUARY JURISDICTIONS

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

AUDIT REQUIREMENTS

The grantee assures that it will provide for an independent audit report on an annual basis as required by Title 2 C.F.R. Part 200, Subpart F and the OJP Financial Guide which states:

- a. Non-Federal entities that expend \$750,000 or more in Federal funds (from all sources including indirect recipients) in the organization fiscal year (12 month turnaround reporting period) shall have a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Part 200, Subpart F.
- b. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirement for that year. Records must be available for review or audit by appropriate officials including the United States Department of Justice, Governor’s Office of Drug Control Policy, and General Accounting Office.

FEDERAL FUNDS ACKNOWLEDGMENT

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

DRUG TASK FORCE TRAINING

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

DUNS/SAM Registration:

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

Recipient Integrity and Performance

The grantee assures that it will comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

METHAMPHETAMINE MITIGATION

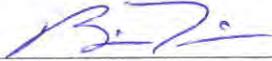
The grantee shall:

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

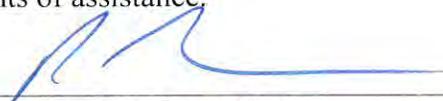
Iowa Governor's Office of Drug Control Policy
necessary as a result of methamphetamine toxicity.

CERTIFICATION

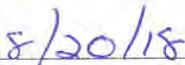
I certify that the program in this application meets all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; that all the information presented is correct; and the application will comply with the provisions of the Act and all other Federal laws, regulations, and guidelines.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



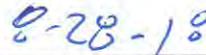
Signature - Project Director



Signature - Legal Applicant



Date



Date

CIVIL RIGHTS REQUIREMENTS INFORMATION

1. Civil Rights Contact Person: Barry Thomas

2. Title/Address: Captain / Chief Deputy
1315 S. B Ave
Nevada, IA 50201

3. Telephone Number: (515) 382-6566

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

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

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

(Sub-Recipient)

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

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

AR
Signature

8-28-18
Date

Story County
Name of Organization

900 6th St, Nevada, IA 50201
Address of Organization

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

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Grantees Other Than Individuals

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

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

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

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

Organization Name Story County

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

Signature 

Date 8-29-18

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here RS and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Forms are available from the Governor's Office of Drug Control Policy.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Story County - 900 6th St, Nevada
Name and Address of Organization

Rick Sanders, Chair, Board of Supervisors
Name of Authorized Individual


Signature and Date

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipient's Name: <u>Story County</u>	
Address: <u>900 6th St Nevada, IA 50201</u>	
Is agency a: <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS Number: <u>05-081-3112</u>	Vendor Number (only if direct recipient)
Person: <u>Alissa Wignall, Director of Internal Operations & Human Resources</u> <u>382-7204</u>	E-Mail Address: <u>awignall@storycountyia.gov</u>

Need
DUNS
Number

Declaring Complete Exemption from the EEOP Requirement

boxes that apply.

- es. Indian Tribe Medical Institution.
 Educational Institution Receiving a single award(s) less than \$25,000.

_____ [responsible official], certify that

_____ [recipient] is not required to

prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that

_____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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

Print or Type Name and Title

Signature

Date

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

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

I, Alissa Wignall [responsible official], certify that

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

Story County Board of Supervisors

[organization], 900 6th St, Nevada IA 50201

[address]. Alissa Wignall, Director of Internal Operations Alissa Wignall

8/24/18

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

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

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

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

<i>Print or Type Name and Title</i>	<i>Signature</i>	<i>Date</i>
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D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

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

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

If additional space in necessary, please duplicate this page.

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

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

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

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

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

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

Submission Process

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

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

MEMO

To: Noelle McLatchie, Alissa Wignall
From: Jennifer DeVries, Property Tax Supervisor
Subject: Tax Suspension Recipients
Date: August 16, 2018

The following is a list of tax suspension recipients who must be verified for continued eligibility by the Board of Supervisors:

Boryca, Pam
202 - 1st Street
Huxley, IA 50124 *eligible*
1326230230

Campbell, Susanne
305 Center St
Cambridge IA 50046-8596 *eligible*
1421450120

Chitty, Fred
Forrest Park Property Management
1024 C Ave
Nevada, IA 50201 *eligible*
1107442150

Coffman, Theresa
718 C Ave
Nevada, IA 50201 *eligible*
1107414640

Virginia Golly
302 E Garfield ST
Zearing, IA 50278 *eligible*
0421240270

Mohmand, Kubra
1331 Harding Avenue
Ames, IA 50010 *eligible*
0534478100

Peters, Betty
1314 Jefferson St
Ames IA 50010 *eligible*
0527403080

Tsal, Apollos
2106 Barr Dr
Ames, IA 50010
0535151120

eligible

APPROVED

DENIED

Board Member Initials: AS
Meeting Date: 8/28/19
Follow-up Actions: _____

Iowa Communities Assurance Pool
5701 Greendale Road
Johnston, IA 50131
Member Invoice

Member Name: Story County
Member Address: 900 6th Street
City, State Zip: Nevada, IA 502010530

Effective Date: 07/01/2018
Termination Date: 07/01/2019
Invoice Date: 08/22/2018
Member #: 432
Invoice #: 36113
Endorsement #: 4

Property Included
Total Amount Owed/Due per this Invoice: \$405.45

APPROVED **DENIED**
Board Member Initials: MS
Meeting Date: 8/28/18
Follow-up action: _____

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If you have further questions regarding this process or do not wish to participate please call us at 515-276-7557.

General Property Endorsement

Member Name: Story County
 Member #: 432
 Endorsement #: 4
 Effective Date: 07/01/2018
 Termination Date: 07/01/2019

In consideration of an additional contribution, it is hereby understood and agreed that the Governmental Property Agreement (GPA) is amended as follows

Property Coverage

Action:	Transaction Type:	Effective Date:	Description:	Contribution:
Added	Building	8/20/2018	Building: Site #: 40 Building #: 86 Combined TIV: \$250,000.00 Description: (2) Foot Bridges (valued at \$125,000 each) Merge Endorsement Changes	\$405.45

Total Property Coverage Contribution:	\$405.45
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Total Contribution - Property:	\$405.45
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Story County Planning and Development

Administration Building
900 6th Street, Nevada, Iowa 50201
Ph. 515-382-7245 www.storycountyiaowa.gov

MEMORANDUM

Date: August 28, 2018

TO: Story County Board of Supervisors
FROM: Emily Zandt, Planning and Development Department
RE: Zoning Permit and Site Development Plan for the proposed 40' x 80' (3,200 square foot) warehouse building and 22' x 70' (1,540 square foot) paved parking area and 3,800 square foot gravel driveway at the property located at 906 West 18th Avenue, Nevada

The applicant and property owner is proposing to construct a 40' x 80' (3,200 square foot) warehouse building for rental to a plumbing business and another business unknown at this time at the property located at 908 W 18th Avenue, Nevada. This property is zoned Commercial/Light Industrial (CLI). Currently, the subject property contains an existing warehouse building that is rented to a custom fabrication business and a mini storage building, which is rented for personal storage. The proposed warehouse building will be located in the southwest area of the property, 5' east of the existing 24' x 36' ministorage building. The project will also include the addition of a 22' x 70' (1,540 square foot) paved parking area with two loading areas and a 3,800 square foot gravel driveway to be located to the north of the proposed warehouse building.

The proposed warehouse building will be 12' in height. There is no setback requirement from side lot lines in the Commercial/Light Industrial District. All other setback requirements will be met. Utilities will be run along the north side of the lot and south to provide access to the proposed building. Interstate Power and Light Company and Iowa Regional Utilities Association serve this property. The applicant is planning to tie the proposed building into the existing septic system east of the existing warehouse building on the east end of the property, currently occupied by VS Fab Works. This plan has been reviewed and approved by Story County Environmental Health.

The existing gravel driveway will be extended to the west to provide access for the proposed structure. This extension will add 3,800 square feet of impervious surface to the site. The proposed 22' x 70' paved area will include five (5) parking spaces, access for the two overhead doors as well as access to the two service doors/ building entrances. One (1) of the five (5) parking spaces will be ADA compliant. ADA signage will be required. A total of 1,540 square feet of impervious surface will be added as a result of the paved parking area.

With the total addition of 8,540 square feet of impervious surface to the site, the applicant will be adding native grasses totaling 3,000 square feet to the east and northeast of the proposed warehouse building in order to meet the Minimum Landscaping Standards in Chapter 88.11 of the Story County Land Development Regulations. This section of the ordinance requires a landscaped area equal to 20% of the impervious surface being added to the site to assist with erosion control and storm water management. This project will include best management practices from the Iowa Storm Water Management Manual and will meet the Iowa Statewide Urban Design and specifications (SUDAS) Guidelines.

This application was routed to the Interagency Review Team on August 13, 2018. No additional comments were provided. Based on the Site Development Plan and Zoning Permit application, Planning and Development staff recommend the Board of Supervisors approve the Zoning Permit Application and Site



Story County Planning and Development Department

Development Plan for the addition of a proposed 3,200 square foot warehouse structure and the proposed 1,540 square feet of paved parking area.

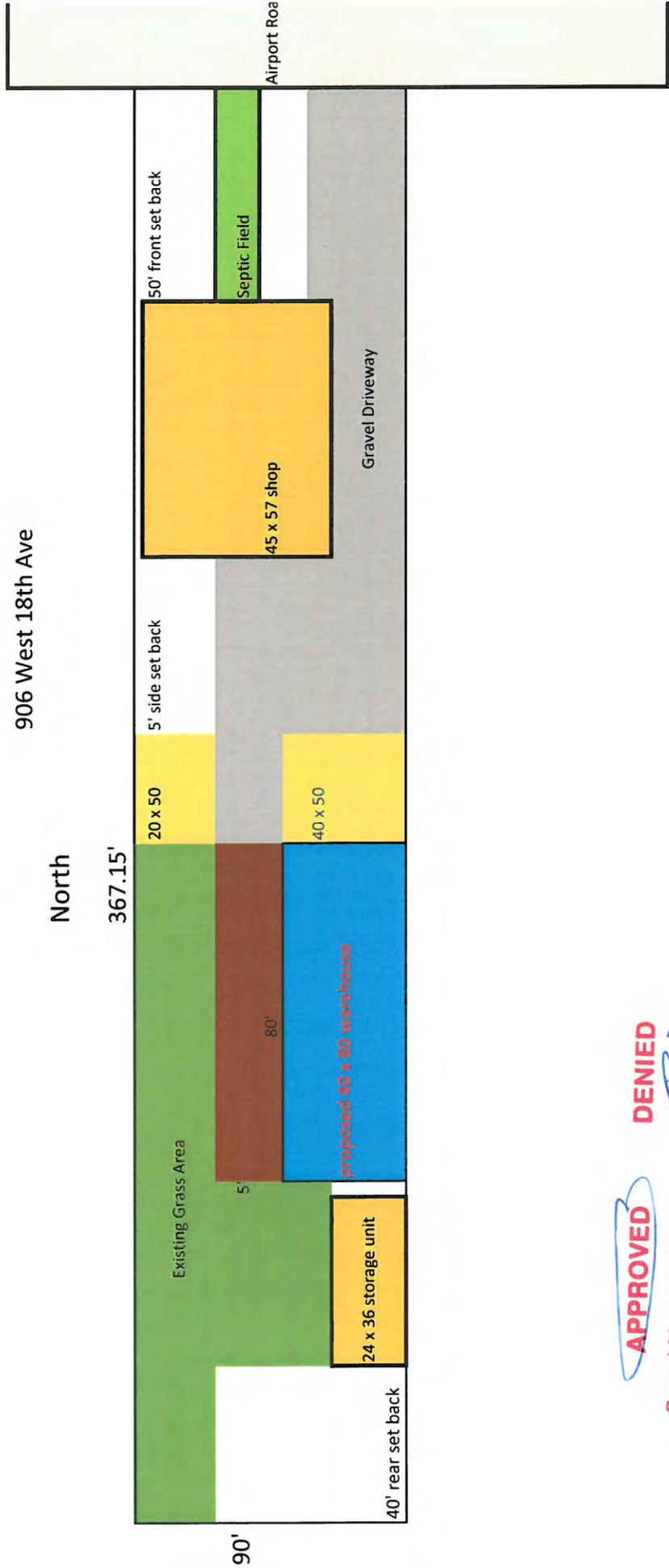
APPROVED

DENIED

Board Member Initials: RS

Meeting Date: 8-28-10

Follow-up action: _____

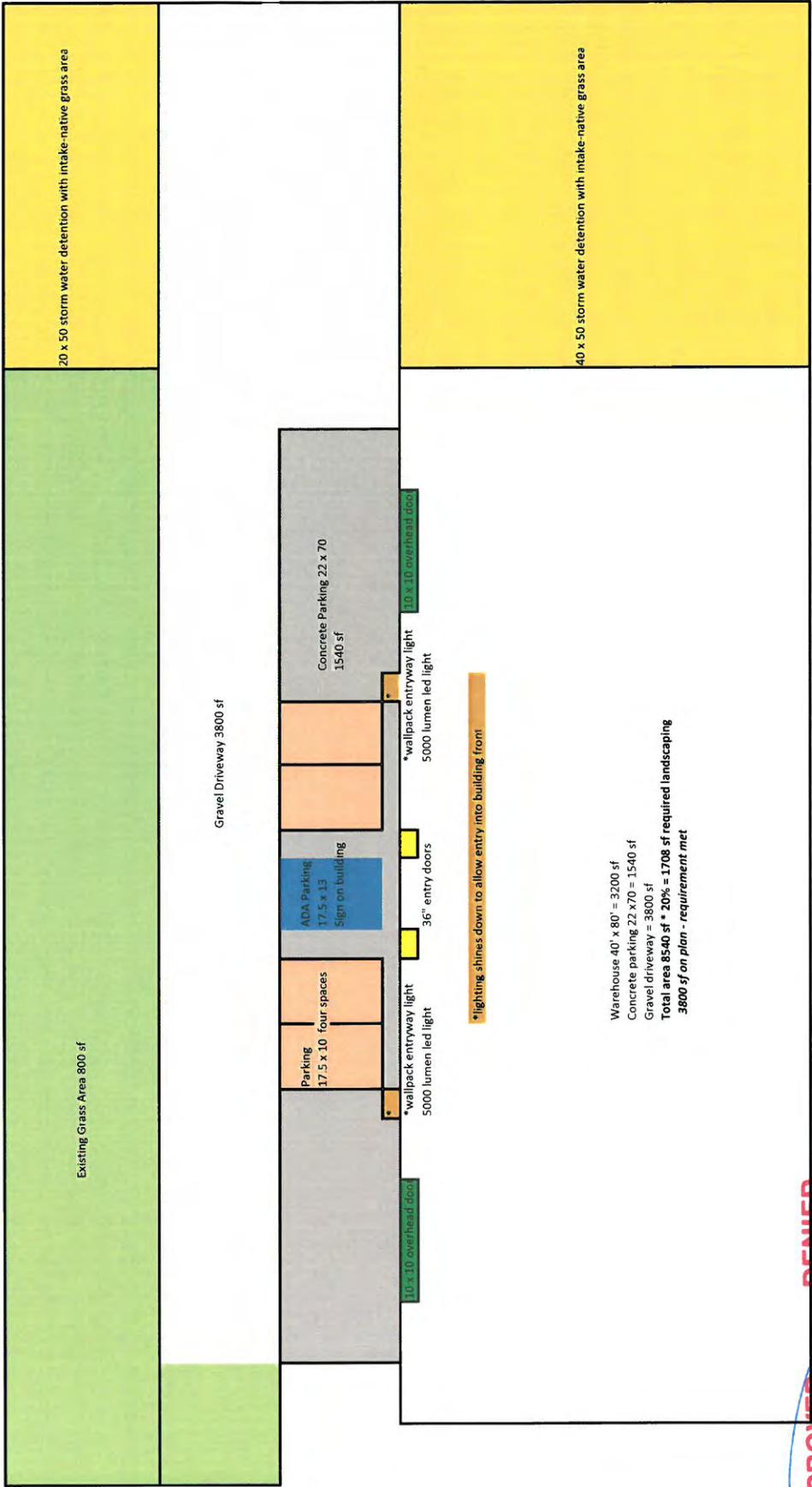


APPROVED **DENIED**

Board Member Initials:

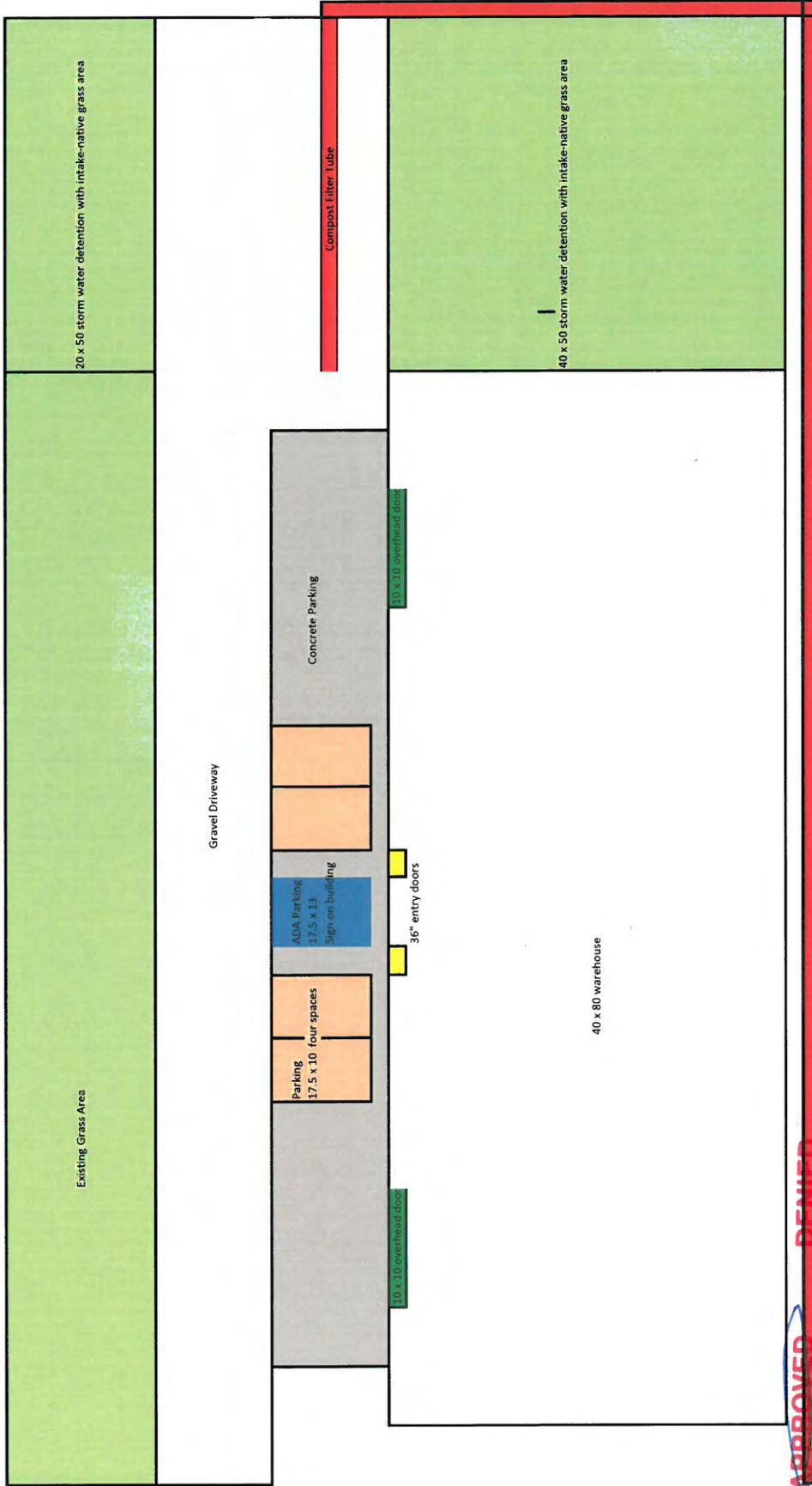
Meeting Date: 8-28-19

Follow-up action:



APPROVED **DENIED**

Board Member Initials: _____
 Meeting Date: 9/28/18
 Follow-up action: _____



~~APPROVED~~ DENIED

Board Member Initials: RS
 Meeting Date: 8/20/12
 Follow-up action: _____

3. Statement: The Iowa Storm Water Management Manual best management practices will be met by the owners of West 18th Rentals. Lenz Construction is the contractor for the grading. Doty Construction is the contractor for the warehouse.

Biodegradable erosion control sock will be installed around the perimeter of the building and the intakes on the property to manage any soil run-off.



5. Lighting Specifications: x 2

SPEC SHEET (also attached)

Overview

Local Description

CARETAKER DUSK TO DAWN W/ NEMA PC

Manufacturer/Brand

COOPER LIGHTING

Manufacturer Catalog #

CTKRV1A

Item #

CPL CTKRV1A

UPC

08008369906

Product Name

LED AREA LIGHT

Category

LED Roadway Lighting

Long Description

CARETAKER LED AREA LUMINAIRE, 50W, 120V, 5000K, PHOTOCONTROL,
UNIVERSAL MOUNTING BRACKET

Septic system: Currently being handled by Drain-Tech. They are mapping the leach field and will be providing the information to Margaret with Story Co Environmental Health on specifics you require. It will be completed on 8/20/2018.

Date: Aug 19, 2018 6:36:33 AM
 Store: MARSHALLTOWN
 504 IOWA AVE WEST
 MARSHALLTOWN, IA 50158
 Ph: 641-753-6509



Design #: 328456847575

Estimated price: \$22,685.55 *

*Today's estimated price, future pricing may go up or down. Tax, labor, and delivery not included.

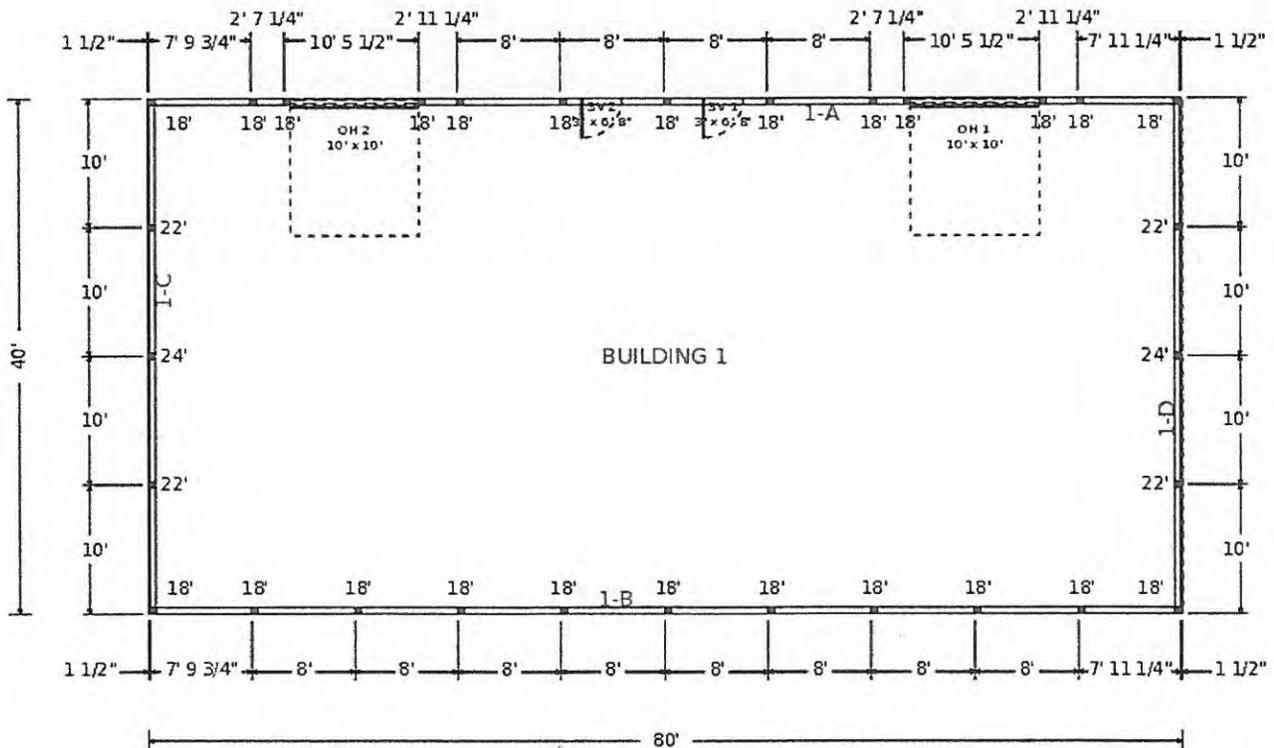
How to purchase at the store

1. Take this packet to any Menards store.
2. Have a building materials team member enter the design number into The Post Frame Request Form on the Midwest Manufacturing website.
3. Apply the design to System V to create the material list.
4. Take the SOC to the register and pay.

How to recall and purchase a saved design at home

1. Go to Menards.com.
2. Log into your account.
3. Go to Saved Designs under the Welcome Login menu.
4. Select the saved design to load back into the estimator.
5. Add your building to the cart and purchase.

FLOOR PLAN



8/19/2018

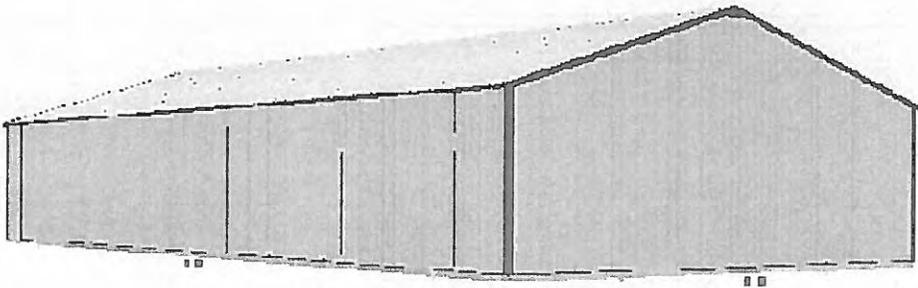
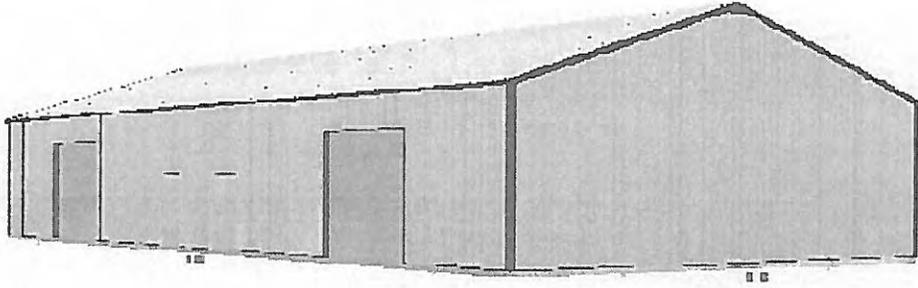
Design #: 328456847575
Store: MARSHALLTOWN

Post Frame



Post Frame Building Estimate
Date: Aug 19, 2018 6:40:52 AM

Elevation Views





Congratulations, you have taken the first step towards making your new post frame building a reality!

- You have selected Menards to provide you with superior products produced by Midwest Manufacturing that will meet your needs. For a more detailed look at these premium products select one of the links below or visit us on the web at www.midwestmanufacturing.com.

Premium Steel Panels - Pro-Rib and Premium Pro-Rib steel panels are your best options for steel panels in the market.

- Steel Panels are Grade 80 (full hard steel).
- Prepaint zinc phosphate coating for superior paint paint adhesion - available in multiple colors.
- Pro-Rib features a limited 40 year paint warranty.
- Premium Pro-Rib has a limited lifetime paint warranty.
- All painted panels are ENERGY STAR rated, using a Cool Chemistry paint system.
- Pro-Rib and Premium Pro-Rib panels are UL Certified for Wind Uplift UL 580, Fire Resistance UL 790, Impact Resistance of Roof UL 2218.
- Pro-Rib and Premium Pro-Rib panels are IRC and IBC compliant.

Engineered Trusses - Post frame trusses are specifically engineered to meet your application and geographic location.

- All Midwest Manufacturing trusses can be supplied with engineered sealed prints.
- TPI approved and third party inspected.

Laminated Columns - Designed to replace standard treated posts as vertical supports in Post Frame Construction.

- Columns 20' or less are treated full length.
- Lifetime Warranty against rot and decay.
- Columns over 20' in length are reinforced with 20 gauge stainless steel plates at each splice location.
- Lower portion of columns treated for in ground use.
- Rivet Clinch Nails provide superior holding power.
- Columns provide superior truss to pole connection.

Pressure Treated Lumber - All treated post and grade board used in your building will safely and effectively resist decay.

- Treated to AWPA compliance.
- Post and grade board offer a lifetime warranty against rotting and decay.

*Delivery charge is not included in price. Items ordered to complete your building from vendors other than Midwest Manufacturing are not available for pickup from the plant.



Building Information

- 1. Building Use: Code Exempt
- 2. Width: 40 ft
- 3. Length: 80 ft
- 4. Inside Clear Height: 12 ft
- 5. Floor Finish: Concrete
- 6. Floor Thickness: 5 in
- 7. Post Foundation: Post Embedded
- 8. Post Embedment Depth: 4 ft
- 9. Footing Pad Size: 14 in x 4 in

Wall Information

- 1. Post Type: Posts
- 2. Post Spacing: 8 ft
- 3. Girt Type: Bookshelf
- 4. Exterior Wall Panel: Pro-Rib
- 5. Exterior Wall Color: Prairie Wheat
- 6. Trim Color: White
- 7. Sidewall A Eave Light: None
- 8. Sidewall B eave light: None
- 9. Wall Fastener Location: In the Flat
- 10. Bottom Trim: Yes
- 11. Eave Trim: Yes
- 12. Gradeboard Type: 2x8 Treated Gradeboard

Interior Finish

- 1. Wall Insulation Type: None
- 2. Wall Liner Type: ProRib
- 3. Wall Liner Color: White
- 4. Roof Insulation: No

Roof Information

- 1. Pitch: 4/12
- 2. Truss Spacing: 8 ft
- 3. Heel Height: 7 7/8 in
- 4. Roof Type: Pro-Rib
- 5. Roof Color: White
- 6. Ridge Options: Universal Ridge Cap
- 7. Roof Fastener Location: On the Rib
- 8. Endwall Overhangs: 0 ft
- 9. Sidewall Overhangs: 0 ft
- 10. Skylight Size: None
- 11. Ridge Vent Quantity: None
- 12. Ceiling Liner Type: None
- 13. Purlin Placement: On Edge
- 14. Ceiling Insulation Type: None

Accessories

- 1. Outside Closure Strip: Economy Vented
- 2. Inside Closure Strip: Standard
- 3. Gable Vent Type: None
- 4. Cupola Size: None
- 5. Gutters: No
- 6. End Cap: Yes
- 7. Snow Guard: No
- 8. Mini Print: Email Only

8/19/2018

Post Frame

Design #: 328456847575
Store: MARSHALLTOWN



Post Frame Building Estimate
Date: Aug 19, 2018 6:36:33 AM

Doors & Windows

Name	Size	Wall
Service Door	36"x80"	1-A
Overhead Door	10' x 10'	1-A
Overhead Door	10' x 10'	1-A
Service Door	36"x80"	1-A

Floor type (concrete, dirt, gravel) is NOT included in estimated price. The floor type is used in the calculation of materials needed. Labor, foundation, steel beams, paint, electrical, heating, plumbing, and delivery are also NOT included in estimated price. This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS. THE PLANS AND/OR DESIGNS PROVIDED ARE NOT ENGINEERED. LOCAL CODE OR ZONING REGULATIONS MAY REQUIRE SUCH STRUCTURES TO BE PROFESSIONALLY ENGINEERED AND CERTIFIED PRIOR TO CONSTRUCTION.

DESCRIPTION

The Caretaker™ LED Area luminaire incorporates durability, long life, and unmatched performance in a package that is ideal for a wide variety of applications. The unique universal mounting plate allows quick and easy installation whether it is wall mounted security lighting, residential street lighting, perimeter area lighting, parking areas, loading platforms, boat docks, access drives or pathways. Designed for years of worry free illumination, the Caretaker luminaire is UL/cUL listed for wet locations, has a heavy-duty die-cast aluminum housing and includes an integrated 6kV surge protection device.

SPECIFICATION FEATURES

Construction

Die-cast, heavy-duty aluminum housing. Single-point access to hinged, removable power tray door for ease of installation and maintenance.

Optics

Injection molded optics are designed for widespread coverage and excellent uniformity, optimizing application spacing and maximizing efficiency. Available in two lumen packages with standard 5000K CCT with a minimum 70 CRI. Standard 5000K CCT with a minimum 70 CRI. Meeting the requirements for Dark Sky compliance, the Type V symmetric distribution creates a consistent, even distribution replacing up to 250W metal halide.

Electrical

LED driver mounted to removable die-cast aluminum door. Standard driver is non-dimming, 120V only. Optional dimming driver is offered with 120-277V, 50/60Hz and a ANSI C136.41 7-PIN photocontrol receptacle. Both drivers have 6kV onboard surge protection. Luminaire is designed for efficient thermal management; heat is transferred away from the LEDs for optimal efficiency, light output, and life. Lumen maintenance of 86% at 36,000 hours for 8-LED version. LED module is IP66 enclosure rated.

Mounting

The Caretaker luminaire is supplied with a universal mounting bracket for either wall or wood pole mounting and an integral two-bolt slipfitter for mounting on 1-1/4" to 2" standard pipe (1-5/8" to 2-3/8" O.D.).

Finish

Standard natural aluminum finish.

Warranty

Five-year warranty.

Catalog #		Type	
Project		Date	
Comments			
Prepared by			



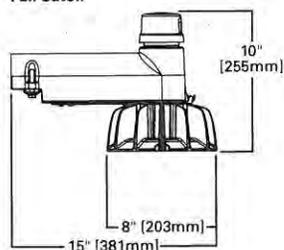
CTKR CARETAKER LED

8 or 12 LEDs
Solid State LED

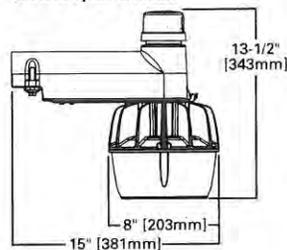
AREA LUMINAIRE

DIMENSIONS

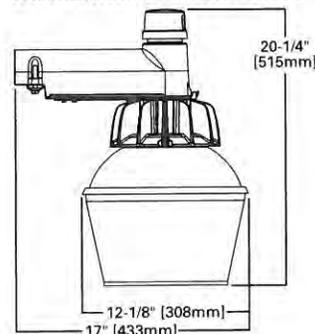
Full Cutoff



Small Acrylic Refractor

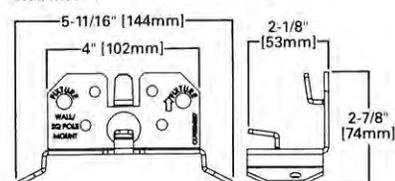


ANSI/NEMA Acrylic Refractor Assembly

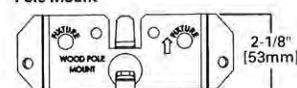


WALL/POLE MOUNTING BRACKET (INCLUDED)

Wall Mount



Pole Mount



CERTIFICATION DATA

UL/cUL Wet Location Listed
IP66 Optical Chamber
LM79/LM80 Compliant
3G Vibration Rated
RoHS Compliant
DesignLights Consortium™ Qualified*
Lighting Fact® Registered

ENERGY DATA

Electronic LED Driver
> 0.9 Power Factor
< 20% Total Harmonic Distortion
120V, 50/60Hz
-40°C Minimum Ambient Temperature Rating
+40°C Maximum Ambient Temperature Rating

EPA

Effective Projected Area: (Sq. Ft.)
Full Cutoff 0.67

SHIPPING DATA

Approximate Net Weight: 8 lbs. (3.6 kgs.)

POWER AND LUMENS

CCT (Color Temperature)		5000K	
Power (Watts)		50W	70W
Input Current @ 120V (A)		0.41	0.41
Optics			
Type V	Lumens	5,212	7,169
	BUG Rating	3-0-1	3-0-1

LUMEN MULTIPLIER

Ambient Temperature	Lumen Multiplier
10°C	1.04
15°C	1.03
25°C	1.00
40°C	0.96

LUMEN MAINTENANCE

Ambient Temperature	TM-21 Lumen Maintenance (36,000 Hours)	Theoretical L70 (Hours)
8 LEDs		
25°C	> 86%	> 87,000
40°C	> 84%	> 72,000
12 LEDs		
25°C	> 83%	> 69,000

ORDERING INFORMATION

Stock Number	Wattage	Voltage	Dimming	LED Kelvin (CCT)	Photocontrol	Mounting	Accessories (Order Separately)
CTKRV1A	50W	120V	--	5000K	3-PIN NEMA Twistlock	Wall/Pole Mount Bracket and Integral Slipfitter	SR-CARETAKER=Small Acrylic Refractor RMARROA5=ANSI/NEMA Acrylic Refractor Assembly
CTKRV2A	70W						
CTKRV1A-0-D-UNV	50W	120V-277V	0-10V	5000K	7-PIN NEMA Receptacle (With 3-PIN NEMA Twistlock Photocontrol)		
CTKRV2A-0-D-UNV	70W						

NOTE: DesignLights Consortium™ Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details.

NEOGOV™

Governmentjobs.com, Inc.
300 Continental Blvd
Suite 565
El Segundo CA 90245

Bill To
Alissa Wignall
Story, County of (IA)
900 6th Street
Nevada IA 50201
United States

Sales Order

Date 9/9/2018
Number SO7642
Due Date
Terms Net 30
P.O. No.

Item	Description	Period Covered	Amount
IE - Renewal	Insight Enterprise Software License	10/9/2018 - 10/8/2019	7,267.68

Total \$7,267.68

Start Date

DELETED DELETED

Account Information
Account Number
Account Name
Account Address
Account City
Account State
Account Zip
Account Phone
Account Fax
Account Email
Account Website

Closure No. 19-07

Date 8/17/2018

Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Guardrail Replacement in Milford Twp. Sect. 8 on 170th St. from 560th Ave. to 570th Ave

Motion by: Olson Seconded by: Chitty

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



Story County Board of Supervisors

STORY COUNTY UTILITY PERMIT

Date 8-20-18

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa, with its principal place of business at 2074 24th St. Marshalltown, 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 Electric on secondary route 340th St., from north side of road to south side of road, a distance of 80 ft ~~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 8-20-18

Consumers Energy
Name of Company (Applicant - Permittee)

Elliot Mayland 641-485-4064
by Phone no.

Recommended for Approval:

Date 8-22-18

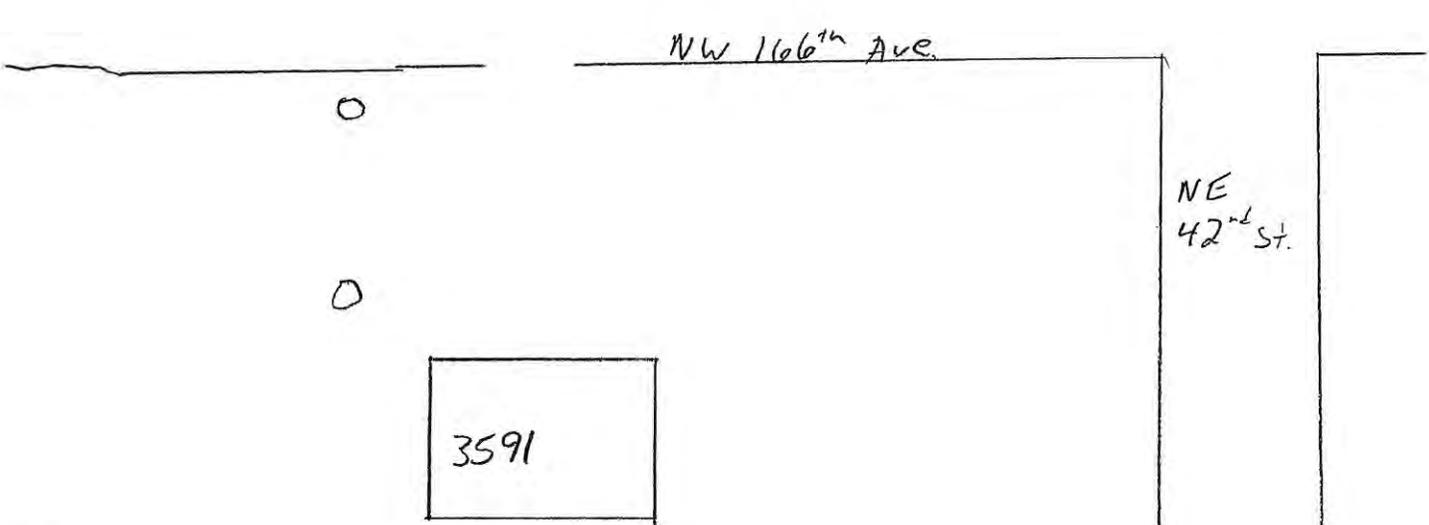
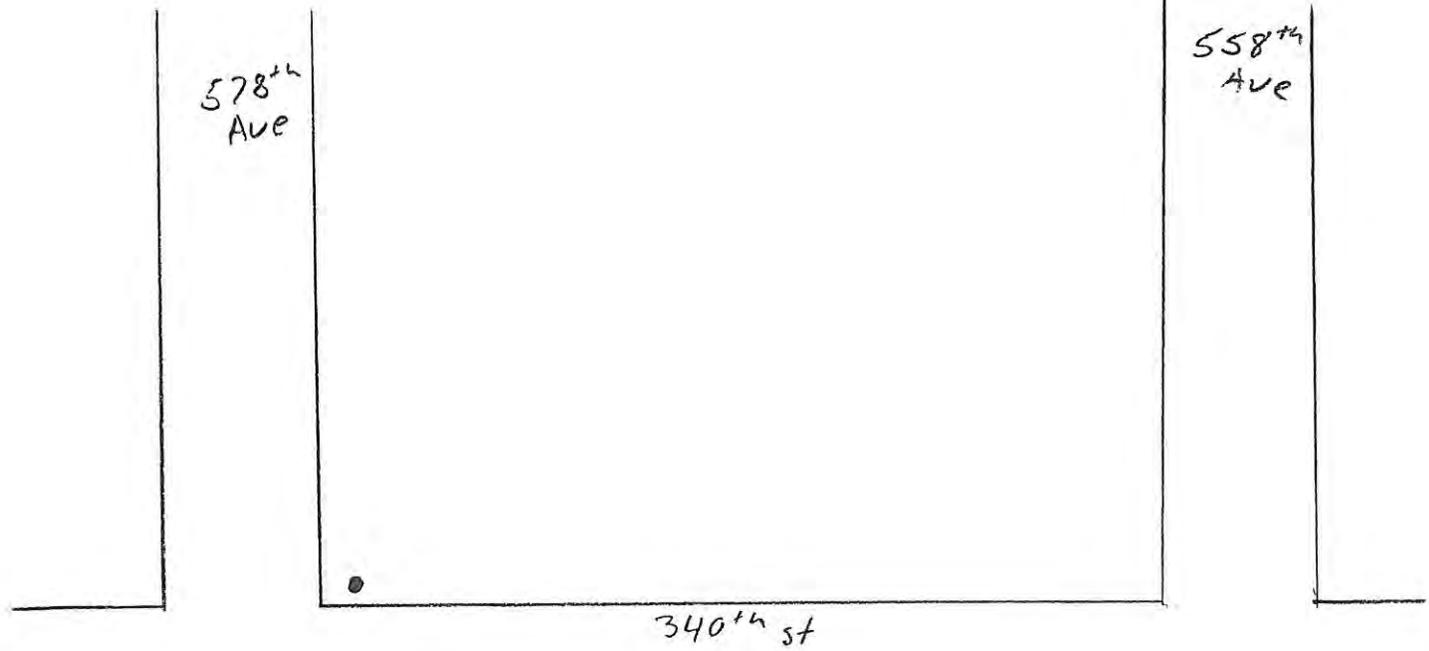
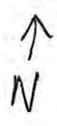
Jaren Mun 515-382-7355
County Engineer Phone no.

Approved:

Date 8-29-18

[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.



Installing new 7200 volt electric over the road from the pole on the north side to a new one on the south side

STORY COUNTY UTILITY PERMIT

Date 8/22/18

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, 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 Potable Water on secondary route 180th Street from West ROW of 670th Ave to 67244 180th Street, a distance of 1000 feet. ~~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: Directional boring, trenching and excavating from ROW to Row under 670th Avenue and ROW occupancy on the South side of 180th Street installing 3" PVC water main a minimum of 5 feet deep. See attached Plan Sheet.
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.

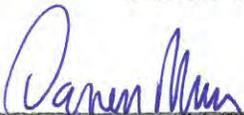
Date 8-22-2018

Iowa Regional Utilities Association
Name of Company (Applicant - Permittee)


by Gayla E. Hannagan, Phone no. 641-792-7011
Permit Manager

Recommended for Approval:

Date 8-22-18

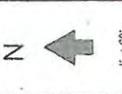

County Engineer Phone no. 515-382-7355

Approved:

Date 8-28-18


Chair, Board of Supervisors
Story County, Iowa

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



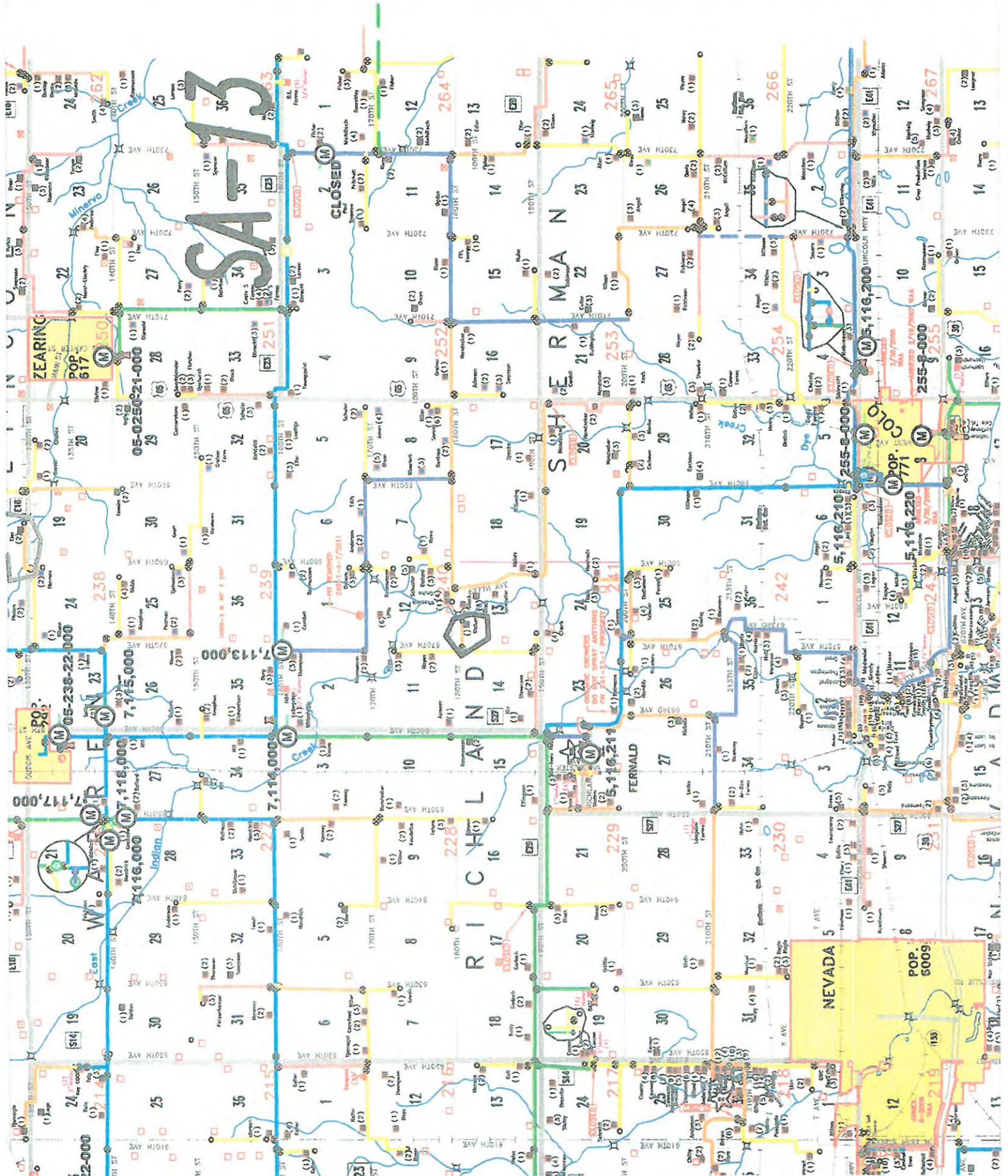
STORY COUNTY

IOWA REGIONAL UTILITIES ASSOCIATION
1351 IOWA SPEEDWAY DRIVE, NEWTON, IOWA 50208-8254
(641) 792-7011

DRAWN BY
CLG
01/16/2010

THIS MAP IS
BASED ON
IOWA DOT
COUNTY
HIGHWAY MAPS

SHEET
L-85
PARTIAL



Resolution #19-21

COUNTY NAME: STORY	RECORD OF HEARING AND DETERMINATION ON THE AMENDMENT TO COUNTY BUDGET	COUNTY NO: 85
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Date budget amendment was adopted: 8/28/18	For Fiscal Year Ending: June 30, 2019
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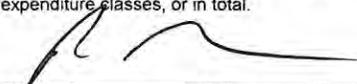
The County Board of Supervisors met on the date specified immediately above to adopt an amendment to the current County budget as summarized below. The amendment was adopted after compliance with the public notice, public hearing, and public meeting provisions as required by law.

Iowa Department of Management Form 653 A-R Sheet 2 of 2 (revised 05/01/14)		Total Budget as Certified or Last Amended	Adopted Current Amendment	Total Budget After Current Amendment
REVENUES & OTHER FINANCING SOURCES				
Taxes Levied on Property	1	25,838,588	0	25,838,588
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Less: Credits to Taxpayers	3	1,054,456	0	1,054,456
Net Current Property Taxes	4	24,784,132	0	24,784,132
Delinquent Property Tax Revenue	5	3,050	0	3,050
Penalties, Interest & Costs on Taxes	6	75,000	0	75,000
Other County Taxes/TIF Tax Revenues	7	3,496,431	0	3,496,431
Intergovernmental	8	8,777,341	431,111	9,208,452
Licenses & Permits	9	78,970	0	78,970
Charges for Service	10	1,867,815	0	1,867,815
Use of Money & Property	11	452,025	0	452,025
Miscellaneous	12	857,750	449,000	1,306,750
Subtotal Revenues	13	40,392,514	880,111	41,272,625
Other Financing Sources:				
General Long-Term Debt Proceeds	14	0	0	0
Operating Transfers In	15	3,093,350	0	3,093,350
Proceeds of Fixed Asset Sales	16	2,000	0	2,000
Total Revenues & Other Sources	17	43,487,864	880,111	44,367,975
EXPENDITURES & OTHER FINANCING USES				
Operating:				
Public Safety & Legal Services	18	12,136,760	0	12,136,760
Physical Health & Social Services	19	2,540,695	0	2,540,695
Mental Health, ID & DD	20	1,979,364	0	1,979,364
County Environment & Education	21	4,112,166	0	4,112,166
Roads & Transportation	22	7,035,300	0	7,035,300
Government Services to Residents	23	1,248,592	5,000	1,253,592
Administration	24	6,491,256	0	6,491,256
Nonprogram Current	25	85,000	0	85,000
Debt Service	26	1,518,680	0	1,518,680
Capital Projects	27	5,047,395	1,118,939	6,166,334
Subtotal Expenditures	28	42,195,208	1,123,939	43,319,147
Other Financing Uses:				
Operating Transfers Out	29	3,093,350	0	3,093,350
Refunded Debt/Payments to Escrow	30	0	0	0
Total Expenditures & Other Uses	31	45,288,558	1,123,939	46,412,497
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	(1,800,694)	(243,828)	(2,044,522)
Beginning Fund Balance - July 1,	33	22,120,009	0	22,120,009
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	0	0
Fund Balance - Restricted	36	9,567,731	(51,713)	9,516,018
Fund Balance - Committed	37	1,410,000	(59,963)	1,350,037
Fund Balance - Assigned	38	2,439,892	591,019	3,030,911
Fund Balance - Unassigned	39	6,901,692	(723,171)	6,178,521
Total Ending Fund Balance - June 30,	40	20,319,315	(243,828)	20,075,487

Date original budget adopted:
03/13/18

Date(s) current budget was subsequently amended:
07/31/18

The below-signed certify that proof of publication of the hearing notice and proposed amendment is on file for each official County newspaper, that all public hearing notices were published not less than 10, nor more than 20 days prior to the public hearing, and that adopted expenditures do not exceed published amounts for any of the 10 individual expenditure classes, or in total.


Board Chairperson (signature)


County Auditor (signature)

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

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 19-24
AMENDING THE URBAN RENEWAL PLAN STORY COUNTY URBAN RENEWAL AREA**

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

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

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

WHEREAS, notice of a public hearing by the Story County Board of Supervisors on the proposed Amendment was heretofore given in compliance with the provisions of Chapter 403 of the *Code of Iowa*, and the Board of Supervisors conducted said hearing on August 28, 2018;

AND WHEREAS, notices for a consultation meeting were sent to the Ames School District, DMACC, City of Ames, and Washington Township Trustees, and the consultation meeting was held on Tuesday, August 7, 2018; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

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

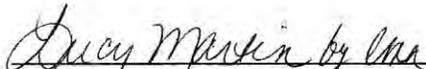
Section 2. It is hereby determined by this Board of Supervisors the proposed economic development under the Amendment is necessary and appropriate to facilitate the proper growth and development of Story County in accordance with sound planning standards and local community objectives.

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

Dated this 28th day of August 2018.



Chair, Board of Supervisors


Attest: Story County Auditor

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

Chairperson declared this Resolution ADOPTED AND APPROVED.

URBAN RENEWAL PLAN
STORY COUNTY URBAN RENEWAL AREA
November 2011
Amended October 2013
Amended September 2014
Amended October 2015
Amended May 2016
Amended September 2016
Amended June 2017
Amended August 2017
Amended August 2018

I. INTRODUCTION

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

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

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

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

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

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

II. PROPERTY TO BE INCLUDED IN URBAN RENEWAL AREA

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

1. Story Wind LLC and Garden Wind LLC wind farm turbine properties located in Lincoln, Sherman, and Warren Townships. (List of County tax parcel numbers attached as Exhibit A)
2. Demonstration wind turbine property located in Grant Township (County tax parcel numbers 10-13-100-301 and 10-13-300-106)

3. Vetter Equipment property located at the intersection of Highway 30 and 590th Avenue (County parcel number 10-09-400-400)
4. Wind turbines as identified by the following County parcel numbers: 01-01-100-201; 01-01-100-101; 15-24-200-101; 04-05-100-101; 03-29-200-301; and 03-29-200-401.
5. Wind turbines as identified by the following County parcel numbers: 10-10-100-400, 10-10-100-400, 10-10-300-100, 10-16-200-200, 11-05-400-100, 13-27-300-200, 13-27-400-200 and 13-27-400-400.

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

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

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

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

III. URBAN RENEWAL AREA OBJECTIVES

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

IV. INITIAL PROJECTS

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

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

V. ADDITIONAL PROJECTS

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

- City of Collins, Iowa – Proposed improvements to Collins Wellness Center for purchase and implementation of new scanner entry system; expansion of programs and services; and additional equipment purchases (County tax parcel number 16-21-160-575).
- Colo-Nesco Community School District – Proposed construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- City of Kelley, Iowa – Construct enclosure around post office boxes (County tax parcel number 09-32-474-600).
- City of McCallsburg, Iowa – Water looping project throughout the community to help improve water quality for residents near existing dead ends, helps increase the flow of water, such as in cases of need for fire suppression, and also help create a secondary supply of water in cases where a water main line needs to be shut down in a certain area (such as a water main line break).
- City of Roland, Iowa – Removal and disposal of asbestos containing materials on property located at 218 North Main Street. (County tax parcel number 02-14-360-340).
- City of Zearing, Iowa – Building purchase and remodel and rehabilitation of building (County tax parcel number 04-21-254-335).
- City of Collins - Work on water lines as a result of US Hwy 65 re-grade.
- Colo-Nesco Community School District – Proposed Phase II of playground construction (County tax parcel number 04-21-205-240)
- City of Huxley – Proposed hard surfacing of one-mile of Heart of Iowa Trail from US Highway 69 to Trailridge Park.
- City of Kelley – Construction of new six-inch water main on Hubbel Street.
- City of Maxwell – Installation of curb and gutter along Trotter Blvd.
- City of Nevada – Construction of Clock Tower Center.
- City of Slater – Main Street improvements from Story to Tama Streets.
- City of Zearing – Building renovations at 107 West Main Street.
- Colo-Nesco Community School District – Phase III construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- City of Huxley – Centennial Park playground expansion.
- City of Cambridge – Construction of new multi-functional municipal building.
- City of Slater – Main Street improvements to corner of Main Street and Marshall.
- City of Slater – Acquisition and renovation of 404/406 Main Street.
- City of Story City – South Park project.
- Praeri Rail Trail Extension Planning and Construction.
- Tedesco Environmental Learning Corridor – Phase 1, ~~and~~ Phase 2 and Phase 3 at the Iowa State University Research Park - Financing the design, construction and facilitation

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

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

VI. TAX INCREMENT FINANCING PROCEDURES

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

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

It is expected that the County will incur debt that can be certified by December 1, 2011, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2010. For new properties added with amendments approved October 2013, it is expected that the County will incur debt that can be certified by December 1, 2013, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2012. For new properties added with amendments approved October 2015, it is expected that the County will incur debt that can be certified by December 1, 2015, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2014. For new properties added with amendments approved ~~October~~ September 2016, it is expected that the County will incur debt that can be certified by December 1, 2016, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, ~~2016~~ 2015.

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

VII. EFFECTIVE PERIOD

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

VII. PLAN AMENDMENTS

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

VIII. COUNTY FINANCIAL INFORMATION

Chapter 403 of the *Code of Iowa* requires that any urban renewal plan include certain information about County general obligation debt, the legal ability to incur additional debt and the amount of proposed debt to be incurred that would be eligible to be paid from incremental property taxes. This chart shows that information for Story County and the Story County Urban Renewal Area (December 1, 2017~~8~~):

Outstanding general obligation debt	\$2,430,000 815,000
Current constitutional debt limit	\$365,874,564 393,640,222
TIF debt incurred	\$4,844,200 6,344,200

This chart shows that information for Story County and the Story County Urban Renewal Area as amended (August 2017~~8~~):

Outstanding general obligation debt	\$1,630,000 815,000
Current constitutional debt limit	\$365,874,564 393,640,222
Proposed TIF debt to be incurred	\$1,000,000
Existing TIF debt	\$3,051,000 3,959,800

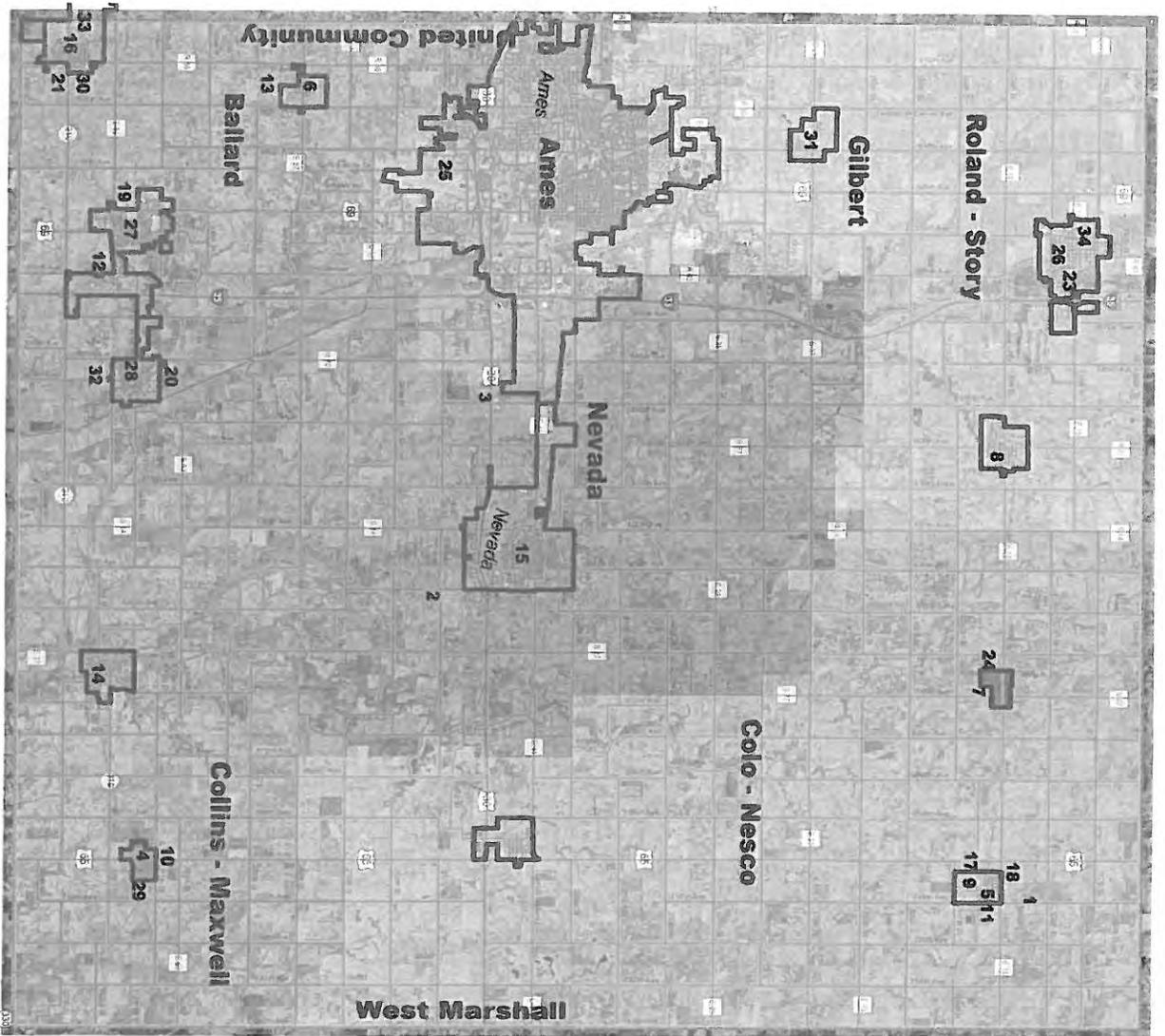
EXHIBIT A

County Tax Parcel	# of Turbines	Description	County Tax Parcel	# of Turbines	Description
03-12-300-101	<u>1</u>	GARDEN WIND LLC	04-35-100-201	<u>1</u>	STORY WIND LLC
03-12-300-201	<u>2</u>	GARDEN WIND LLC	04-35-100-301	<u>1</u>	STORY WIND LLC
03-12-400-101	<u>1</u>	GARDEN WIND LLC	04-35-200-101	<u>2</u>	STORY WIND LLC
03-13-400-201	<u>1</u>	GARDEN WIND LLC	04-36-100-401	<u>1</u>	STORY WIND LLC
03-25-100-401	<u>1</u>	STORY WIND LLC	04-36-200-301	<u>2</u>	STORY WIND LLC
03-25-200-301	<u>2</u>	STORY WIND LLC	04-36-200-401	<u>1</u>	STORY WIND LLC
03-25-200-401	<u>1</u>	STORY WIND LLC	04-36-300-101	<u>1</u>	STORY WIND LLC
04-04-100-101	<u>1</u>	GARDEN WIND LLC	08-02-100-101	<u>1</u>	STORY WIND LLC
04-04-100-201	<u>1</u>	GARDEN WIND LLC	08-02-100-201	<u>2</u>	STORY WIND LLC
04-04-200-101	<u>1</u>	GARDEN WIND LLC	08-04-200-101	<u>1</u>	STORY WIND LLC
04-04-300-401	<u>2</u>	GARDEN WIND LLC	08-04-200-201	<u>1</u>	STORY WIND LLC
04-04-400-301	<u>1</u>	GARDEN WIND LLC	08-08-100-401	<u>1</u>	STORY WIND LLC
04-06-100-201	<u>1</u>	GARDEN WIND LLC	08-08-200-301	<u>1</u>	STORY WIND LLC
04-06-200-101	<u>2</u>	GARDEN WIND LLC	08-08-200-401	<u>2</u>	STORY WIND LLC
04-08-100-301	<u>1</u>	GARDEN WIND LLC	08-09-100-301	<u>1</u>	STORY WIND LLC
04-08-100-401	<u>1</u>	GARDEN WIND LLC	08-09-100-401	<u>2</u>	STORY WIND LLC
04-17-100-101	<u>1</u>	GARDEN WIND LLC	08-10-300-201	<u>1</u>	STORY WIND LLC
04-17-100-201	<u>1</u>	GARDEN WIND LLC	08-10-400-101	<u>2</u>	STORY WIND LLC
04-17-200-101	<u>1</u>	GARDEN WIND LLC	08-10-400-201	<u>1</u>	STORY WIND LLC
04-18-200-101	<u>1</u>	GARDEN WIND LLC	08-11-300-101	<u>1</u>	STORY WIND LLC
04-18-200-201	<u>1</u>	GARDEN WIND LLC	08-11-300-201	<u>1</u>	STORY WIND LLC
04-18-300-101	<u>1</u>	GARDEN WIND LLC	08-13-100-201	<u>1</u>	STORY WIND LLC
04-18-400-101	<u>1</u>	GARDEN WIND LLC	08-13-200-101	<u>2</u>	STORY WIND LLC
04-27-300-101	<u>1</u>	STORY WIND LLC	08-14-200-101	<u>1</u>	STORY WIND LLC
04-27-300-201	<u>2</u>	STORY WIND LLC	08-14-200-201	<u>1</u>	STORY WIND LLC
04-28-300-201	<u>1</u>	STORY WIND LLC	08-15-300-101	<u>1</u>	STORY WIND LLC
04-28-400-101	<u>2</u>	STORY WIND LLC	08-15-300-201	<u>1</u>	STORY WIND LLC
04-28-400-201	<u>1</u>	STORY WIND LLC	08-15-400-101	<u>2</u>	STORY WIND LLC
04-29-100-301	<u>1</u>	STORY WIND LLC	08-15-400-201	<u>1</u>	STORY WIND LLC
04-29-100-401	<u>2</u>	STORY WIND LLC	08-16-100-401	<u>2</u>	STORY WIND LLC
04-29-200-301	<u>1</u>	STORY WIND LLC	08-16-200-301	<u>1</u>	STORY WIND LLC
04-30-100-301	<u>1</u>	STORY WIND LLC	08-16-200-401	<u>1</u>	STORY WIND LLC
04-30-100-401	<u>1</u>	STORY WIND LLC	08-22-300-101	<u>1</u>	STORY WIND LLC
04-30-200-301	<u>1</u>	STORY WIND LLC	08-22-300-201	<u>2</u>	STORY WIND LLC

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

EXHIBIT B

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

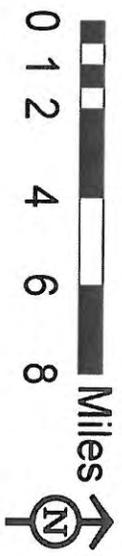


Story County Urban Renewal Plan



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

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



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

Key to Urban Renewal Projects

- 1 Improvements to Dakins Lake (County tax parcel number 04-16-400-125) including acquisition of additional adjoining property (County tax parcel number 04-16-400-105)
- 2 Construction of bike trail along right-of-way of Country Club Road from the Nevada city limits south to 260th Street
- 3 Paving ¼ mile along 590th Avenue north of its intersection with Highway 30
- 4 City of Collins: Programming improvements at Wellness Center for purchase and implementation of new scanner entry system; expansion of programs and services; and additional equipment purchases (County tax parcel number 16-21-160-575)
- 5 Colo-Nesco Community School District – Proposed construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- 6 City of Kelley, Iowa – Construct enclosure around post office boxes (County tax parcel number 09-32-474-600).
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- 8 City of Roland, Iowa – Removal and disposal of asbestos containing materials on property located at 218 North Main Street. (County tax parcel number 02-14-360-340).
- 9 City of Zearing, Iowa – Building purchase and remodel and rehabilitation of building (County tax parcel number 04-21-254-335).
- 10 City of Collins - Work on water lines as a result of US Hwy 65 re-grade.
- 11 Colo-Nesco Community School District – Proposed Phase II of playground construction (County tax parcel number 04-21-205-240)
- 12 City of Huxley – Proposed hard surfacing of one-mile of Heart of Iowa Trail from US Highway 69 to Trailridge Park.
- 13 City of Kelley – Construction of new six-inch water main on Hubbel Street.
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- 16 City of Slater – Main Street improvements from Story to Tama Streets.
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- 18 Colo-Nesco Community School District – Phase III construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- 19 City of Huxley – Centennial Park playground expansion.
- 20 City of Cambridge - Construction of new multi-functional municipal building.
- 21 City of Slater – Acquisition and renovation of 404/406 Main Street.
- 22 City of Slater – Main Street improvements to corner of Main Street and Marshall.
- 23 City of Story City – South Park project.



Contract for

Hosted Online Index Books 1918-1975

Story County, Iowa

Stacie Herridge, County Recorder

ONLINE
INDEX
BOOKS



August 6, 2018

Cott Systems, Inc.
2800 Corporate Exchange Dr.
Columbus, OH 43231
(800) 234-2688 | www.Cottsystems.com



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SECTION 1: Hosted Solution



THE COTT CLOUD — SAAS SOLUTIONS AND OFF-SITE DATA STORAGE

Overview

Local government technology departments are looking for ways to increase efficiency and drive down technology costs. By moving away from the traditional software licensing model and the technology infrastructure that it requires, real cost savings can be quickly realized with a cloud-based, hosted solution that provides the infrastructure through the Internet. The hosted model is designed to minimize the investment involved in moving to a new software platform and at the same time provide a dependable, powerful solution that will consistently delivers the latest software solutions.

Benefit of a Cott Systems Hosted Records Management System

Making the transition to a cloud-based, or Software as a Service (SaaS), model has many benefits for the small, medium or large office. The Cott Systems SaaS model ensures that the software being run is always the latest available, eliminates the need for a local backup, and provides a layer of disaster recovery that is difficult to achieve at the local level.

Benefits of a Cott Systems Hosted Solution:

- No server installation, maintenance or local backups*
- Software updates are included in the monthly price
- Built-in disaster preparedness with multiple levels of protection via a Tier IV-compliant Data Center
- Fast implementation
- Business continuity
- 24/7/365 access from anywhere with a high speed Internet connection

*Your office's database is stored on servers within Cott Systems' hosted facility. Pending your office's unique IT setup, domain controllers may be necessary for user management and file sharing.

A hosted solution delivers a high performance, high definition user experience for any device on any network. Users can securely access their hosted applications instantly with a consistent experience regardless of location or device.

Hosted customers are required to have broadband access into their office. Additional Internet usage by the office due to the hosted application should be factored in when determining capacity needed. Broadband speed needs vary per office but typically fall between .3 - .5 Mbps downstream and upstream per station (both user and search stations), with a latency less than 100 ms. Higher speeds will result in a better user experience.

Cott Systems Hosting Operations Data Center

Cott Systems' strategic hosting solutions partner is Cologix, Inc. (www.cologix.com), an innovative and industry-leading data center co-location facility located in Columbus, Ohio. The Operations Data Center is designed with many levels of protection to ensure a seamless experience with best-in-class uptime and higher overall productivity. The facility is a Tier IV compliant data center, the highest tier possible, and is designed to host mission critical computer systems with fully redundant subsystems and compartmentalized security zones controlled by biometric control methods.

The data center sits above the geographic flood plain with 20 inch thick cement-embedded walls and dual roofs — each rated to withstand winds of 146 mph. It utilizes three redundant electric backup systems that can keep the center running for 14 days without resupply, features 24/7 on-site security, redundant FOB access, and PIN as well as, biometric screenings.

The systems' infrastructure is a VMware platform — a high performing and high availability virtualization platform. This infrastructure is resilient to hardware failures as it has the ability to automatically recover. The infrastructure uses both hardware redundancy and software redundancy to ensure that the applications are always available.

Cott Systems Cloud Data Center at a glance:

- Fully redundant facility
- Non-stop power
- Non-stop IP
- Carrier neutral
- Environmental control
- 24x7 secure access to facility (for authorized personnel only)
- 99.99999% service level on power
- SOC1 (SSAE 16) and SOC2 Type II audited
- Compliant with HIPAA, PCI-DSS, IRS 1075 and Tier IV data center standards
- Multiple and redundant levels of security
- Video monitoring
- Biometric hand scans
- Room for expansion for growth

Data Storage (Data Backup System)

To ensure that data is secure and accessible, Cott Systems utilizes a team of full-time hosted administrators who monitor a complex system of servers, active/passive firewalls, active/passive network cards, etc. For example, the data system includes over 100 active/passive servers—each with dedicated purposes—as well as active passive firewalls and network cards. Cott Systems maintains not only the original, but also four separate backups. Two backups are in the data center, along with the original, and two more backups are at Cott Systems headquarters. All of this is monitored by the hosted team who use Key Performance Metrics to maintain performance and security.



SECTION 2:

SLA, Support & Specifications



SERVICE LEVEL AGREEMENT FOR COTT SYSTEMS HOSTED SOLUTIONS

Service Level Commitment

Cott Systems commits to provide 99.5% uptime with respect to the Customer's Service during each month of the Term, excluding regularly scheduled maintenance times. Customer will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Cott deems necessary or desirable in order to maintain or optimize the Service.

Certain conditions deemed to be not under Cott's control shall not be covered under this Service Level Agreement. These conditions include, but are not limited to:

- Connectivity provided by Customer's ISP (example, the customer link)
- Uptime or reliability of Customer's network
- Uptime of Customer's hardware
- Other scheduled outages
- Packet loss
- Problems with underlying network providers: network or applications, equipment of facilities, acts or omissions of any underlying network provider, any use or user of the service authorized by an underlying network provider, Force Majeure (see Addendum) or local access provider outages or service interruption.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least two full business days in advance of the maintenance time. Regularly scheduled maintenance time will typically be scheduled a week in advance, scheduled to occur at night on the weekend, and take less than 10 hours per quarter. Cott Systems provides notice that every Sunday night from 10:00 PM - 10:30 PM EST is reserved for routine scheduled maintenance as needed.

Cott Systems reserves the right to take down the service for unscheduled maintenance at any time. Such unscheduled maintenance will be counted against the uptime guarantee.

Updates and Notices

This Service Level Agreement may be amended by Cott Systems only after providing 30 days advance notice.

Notice will be communicated to the person designated as Administrator of your system or of your Cott System's account. Notices will be delivered by e-mail, or on the authentication screen of your software portal.

Customers to accept /receive updates as Cott deems necessary to appropriately maintain & optimize the hosted environment. This will help us keep customers on the same version in this environment.

Customer is responsible for antivirus protection on stations that update the hosted site with index data and/or images.

CUSTOMER SUPPORT EXHIBIT

Customer Support Structure

Our automated system directs incoming Customer calls to the appropriate Customer Support Specialist. Customer Support is organized into product centric teams. This structure allows each Specialist to develop expertise in a concentrated area of Cott's vast offerings. Team members are encouraged to work together to resolve issues and use all resources available to answer your questions timely and accurately.

Contacting Customer Support

Cott Customer Support is available using any of the follow methods:

- **Toll free hotline: 800-588-COTT**
- Cott- in-house personnel are available during normal business hours:
 - **Monday through Friday, 7:00 am through 6:00 pm, Eastern Time, excluding holidays.**
 - **Voicemail:** During business hours or after business hours, Cott Customers always have the option of leaving a voice mail message for the Customer Support Team. Voicemail is checked every hour during normal business hours.
- **Email: support@cottsystems.com**
 - During normal business hours, a Customer Support Representative reads email sent to this address within one hour of receipt.
- **Fax: 866-540-1072**

Escalation Procedures

If you are not satisfied with the service provided by Cott's Customer Support Specialists, please let us know. We have weekly meetings to discuss Customer input and determine what is needed to improve our support processes. Please contact Cott's Customer Support Manager to discuss matters of concern:

- **Customer Support Manager**

Tonia Derksen
Office: 800-234-COTT, Ext. 365
Email: tderksen@cottsystems.com

If your issue is still not being resolved to your satisfaction, please inform our President or CEO:

- **President**

Mark Hellbusch
Office: 800-234-COTT, Ext. 251
Email: mhellbusch@cottsystems.com

- **CEO**

Deborah Ball
Office: 800-234-COTT, Ext. 255
Email: dball@cottsystems.com

Customer Support Service Levels

All Customer issues are recorded and responded to using service level (priority) criteria. The table below depicts Cott's current service level categories.

Definition of Terms:

Respond Time: The time it takes to assign the issue to a Customer Support specialist.

Resolve Time: The time it takes to completely resolve the issue.

Resolve times are estimated for items that can be resolved between the Customer and our Support team. An issue that requires changes to our application software must go through Development and Quality Assurance teams and takes longer to resolve. Times vary depending on the circumstances (i.e. complexity, connectivity, 3rd party support, etc.).

Level	Definition	Estimated Respond & Resolve Times	Examples
Priority 1 (High)	Problem/Request that is significantly impacting office workflow to the point of zero productivity; there is no workaround.	0-30 min. Respond 0-6 hrs. Resolve	Server is not functioning. Customer cannot record documents. Search is not working. Indexing viewable but images are not in eSearch.
Priority 2	Problem/Request significantly impacts office workflow; generally there is a workaround. Issue involves data integrity.	0-2 hrs. Respond 0-3 Days Resolve	Search is inaccurate. Backup is not functioning. Auto Redaction is not working. eRecording errors. Unable to balance fees.
Priority 3	Problem/Request has minimal impact on office workflow.	0-1 Day Respond 0-5 Days Resolve	Error that still allows the office to work. Able to print but printing on wrong printer. Incident request from Customer.
Priority 4	General inquiries not impacting office workflow.	0-5 Days Respond 0-30 Days Resolve	Customer needs assistance when issue reoccurs. Waiting to duplicate error.
Priority 5 (Low)	Change / Enhancement requests. Or, other types of requests that require careful planning or significant resource time.	To Be Determined	Enhancement requests. Problem is resolved, want to leave it open to monitor.

SPECIFICATIONS

CUSTOMER TO PROVIDE THE FOLLOWING:

Access to Hardcopy Books

Work & Search Stations

Use one of the following supported browsers:

Internet Explorer 11

Microsoft Edge

Google Chrome

Mozilla Firefox

Broadband High Speed Access

If acquiring new hardware for Online Index Books, please contact your sales representative for additional assistance.

SECTION 3: Terms and Conditions



MASTER AGREEMENT FOR PRODUCTS AND SERVICES

This **Master Agreement for Products and Services** ("Master Agreement") is by and between Cott Systems, Inc., an Ohio Corporation with principal offices at 2800 Corporate Exchange Drive, Suite 300, Columbus, Ohio 43231 ("Cott") and County, Recorder, Story County, Iowa ("Customer").

Cott will provide, and Customer will acquire, the products and services described in any applicable Addendum(s) to be executed by the parties. One or more Addendum(s) may be executed at any time during the term of this Master Agreement and will become part of, and be incorporated in, this Master Agreement at the time of execution.

TERMS AND CONDITIONS

1. **Term.** This Master Agreement will begin when it is signed ("Executed") by Customer and Cott and will continue to be binding until the Master Agreement and all Addendums have expired or terminated.
2. **Construction and Interpretation.** Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Master Agreement. The Master Agreement, and any Addendum(s) shall be deemed to have been prepared jointly and any ambiguity shall not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Master Agreement or Addendum(s). Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.
3. **Conditions.** The Master Agreement, any Addendum(s) Executed by Cott and Customer, any attachments or exhibits thereto and these Terms and Conditions constitute the complete and exclusive agreement between Cott and Customer with regard to their subject matter, and supersede all prior or contemporaneous agreements, understandings, discussions or representations. The Master Agreement, any Addendum(s), may not be modified or amended except in writing signed by Cott and Customer. Acceptance of the offer presented by this Master Agreement, any Addendum(s), is limited to the terms set forth herein. The terms of this Master Agreement, including any Addendum(s), and Order Summary may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Master Agreement, or any Addendum(s), by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder. Any term or provision of the Master Agreement that is invalid or unenforceable shall not affect the validity or enforceability of its remaining terms or provisions. No waiver of any term or provision will be effective unless in writing. No such waiver will be deemed a waiver of any subsequent default under the same or any other term or provision.

Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies. The Master Agreement, any Addendum or part thereof, may be executed in counterparts, each of which when so Executed shall be deemed to be an original.

4. **Authority.** By execution of this Master Agreement, or any Addendum(s), Customer represents and warrants that this Master Agreement and Addendum(s), as the case may be, has been properly approved and authorized in accordance with the laws, rules, regulations and procedures governing Customer, and that the person(s) signing on behalf of Customer are authorized to bind Customer to the terms and conditions thereof.
5. **Confidentiality.** “Confidential Information” means any object code and machine-readable copies of any Cott software, written materials (“Documentation”), information, specifications, trade secrets, viewable pages, screen shots or other images of the “Service” (software, products, and services provided by Cott) covered in any Addendum intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to the Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Service and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott’s prior written consent unless required by law or a court of competent jurisdiction.
6. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Service provided in any Addendum infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott within fifteen (15) business days in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the misuse of the Service; the use of the Service in combination with software not delivered or furnished by Cott; or use of the Service in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Service, Cott shall either (i) modify the Service so that Customer’s use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Service. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate the affected Addendum upon thirty (30) calendar days written notice to the other.
7. **Indemnity.** Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys’ fees) arising out of or relating to the use of Customer’s system by third parties and end-users.
8. **Assignment; Successors.** This Master Agreement, and any Addendum, will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Master Agreement, their respective successors, and assigns; provided, however, that neither the Master Agreement and Addendum(s),

nor any rights under the Master Agreement or Addendum(s), may be assigned, transferred, or encumbered by Customer, directly or indirectly, without, Cott's prior written consent. Cott may assign this Master Agreement or Addendum(s), or any interest herein, in connection with the transfer of substantially all of the assets or equity interest of Cott or one of its lines of business.

9. **Electronic Delivery.** This Agreement may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. This Master Agreement, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.
10. **Payments; Late Charges; Taxes.** Unless otherwise specified, all payments are due, without setoff, within thirty (30) calendar days after the date of invoice. Late charges not to exceed three percent (3%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Furthermore, Cott has the right to end all services and support covered in any Addendum should payment become past due. Reinstatement of services and support may be available to Customer pending receipt of payment of all past due amounts plus any reinstatement fees. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of procuring Cott's Service by Customer, which taxes shall be the responsibility of Customer. If Customer is exempt from any tax, Customer shall provide Cott with a valid certificate of exemption.
11. **Notices.** Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by: mail, fax, e-mail or other electronic means to Cott's headquarter in Ohio or Customer's offices and written confirmation of receipt is received, or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth in the Master Agreement. Each party must notify the other party of any change in address for notices.
12. **Governing Law.** The validity, interpretation and enforcement of this Master Agreement and all Addendums shall be governed by Iowa state law.
13. **Warranty.** Other than any express warranties set forth in the Master Agreement or any applicable Addendum, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NONINFRINGEMENT.** Customer's sole and exclusive remedy for any failure of a product or service to conform to an applicable warranty shall be the repair of such product or refurbishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its Service is based upon the limitations of Cott's liability as set forth in these Terms and Conditions. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.

14. **Limitation of Liability.** IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Master Agreement during the Term of associated Addendum(s). No action under the Master Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.
15. **Force Majeure.** Cott will not be liable for any delay or failure due to fire, explosion, action of the elements, strikes or other labor disputes, restrictions imposed by law, rules or regulations of a public authority, acts of military authorities, war, terrorist acts, riots, civil disturbances, solar flares, interruptions, or delays of utilities, telephone or telecom service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Cott, and which, by the exercise of reasonable diligence, Cott is unable to prevent. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.
16. **Material Breach by Customer.** Cott may terminate an Addendum if the Customer materially breaches an Addendum and fails to correct the breach within ten (10) business days following written notice specifying the breach. A "material breach" is defined as: a) Customer's violation of the Restriction of Use; b) Customer's unauthorized duplication of the Documentation; c) Customer's violation of its obligations with respect to Cott's Confidential Information; d) Customer's failure to timely pay Cott all sums due hereunder. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.
17. **Early Termination.** Customer may terminate an Addendum by providing ninety (90) calendar days written notice to Cott. Customer shall pay one hundred percent (100%) of the sum of the remaining monthly fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Service as described in the Addendum on the last day of the monthly term that occurs ninety (90) calendar days after Cott's receipt of the termination notice.
18. **Service Renewal.** Customer will be provided a new Agreement with any adjusted fees at least one hundred and twenty (120) calendar days prior to the expiration of the then current term. Customer may elect not to renew by providing Cott written notice of non-renewal at least ninety (90) calendar days prior to the scheduled expiration of the then current term. If a new Agreement has not been executed prior to the expiration of the then current term, this Agreement and all corresponding Addendums will automatically renew for successive one-year terms at a fee increase not to exceed ten percent (10%) of the current fees.
19. **Order of Precedence.** Where possible, the terms of this Master Agreement and the terms of each Addendum will be construed consistently. Where not possible, the terms of this Master Agreement will control unless specifically preempted by the terms of an Addendum, in which case the Addendum will control.

20. **Non-Solicitation.** Customer agrees not to encourage or solicit any employee to leave Cott's employment or to hire Cott employees while this Master Agreement is in effect and for a period of three (3) years after expiration.

The Terms and Conditions, attached hereto, govern the provision of products or services by Cott under this Master Agreement and any Addendum executed by Cott and Customer. Cott and Customer have executed this Master Agreement to be effective as of the date it is signed by both Cott and the Customer.

COTT SYSTEMS, INC.

Deborah A. Ball 8/6/2018
(Signature) (Date)

Deborah A. Ball
(Print Name)

Chief Executive Officer
(Print Title)

Rose Byrd
(Attest)

Story County Board, Story County, Iowa
(County, Parish, Town)

CUSTOMER

[Signature]
(Signature) (Date)

Rick Sonders
(Print Name)

Chair BOS
(Print Title)

Jucy Martha Gylka
(Attest)



Customer acknowledgement also required on additional page(s).

Please digitally sign and initial; or print, sign, and initial original copy.

Once contract is signed, please fax or email the **entire** contract to Cott.

To: Cott Systems | ATTN: Finance Dept. | 1.866.540.1072 | contracts@cottsystems.com

ONLINE INDEX BOOKS HOSTED SERVICES ADDENDUM

This **Online Index Books Hosted Services Addendum** (“Addendum”) is by and between Cott Systems, Inc. (“Cott”) and County Recorder, Story County, Iowa (“Customer”). This Addendum is being executed under Cott’s **Master Agreement for Products and Services** in order for Cott to provide the software and services described herein.

- 1. Term.** The initial term of this Addendum will begin on the date this Addendum is entered into and continue for the Initial Service Term. The expiration shall occur on the last day of the month of the applicable anniversary of the Go-Live Date. For example, if the Go-Live Date is March 15, the initial term will expire March 30 of the applicable year.
- 2. Services.** During the term, Cott will host and make available to Customer the service specified and described (the “Service”). The Service may be used only by current employees, staff, public searchers and authorized officials of the Customer and only in accordance with any use limitations specified (collectively, the “Limitations on Use”). Cott will make available through the Service online user help instructions and provide written materials as deemed applicable by Cott in connection with the deployment of the Service (the “Documentation”).
- 3. Customer Link.** Customer is responsible for procuring and maintaining a high capacity internet service line and any specified security measures according to the specifications (the “Customer Link”) in order to ensure proper transmission of the Service. Customer is required to have current anti-virus protection on all workstations that update the Hosted System. Cott relies on the Customer during the initial implementation and throughout the service term to verify from time to time that their internet service is properly functioning. Wireless connections in Customer’s office are not supported.
- 4. Data Presented.** While the Service allows for excluding certain data from being viewable when accessing the Hosted System, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information of the Customer passing or obtained through or resident on the Hosted System. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing of the Customer’s data and images on the Hosted System. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. Customer will permit Cott to include in the viewable portion of Customer’s website customary terms of use applying to Customer’s end-users, and any provisions reasonably required by Cott from time to time.
- 5. Customer’s End-Users.** Customer will support all queries and training required by Customer’s end-users. Customer’s end-users are not covered by this Service or by Cott Customer Support. This includes, though not limited to, public searchers and internet users of Customer’s system. Customer is responsible for establishing, managing and monitoring accounts with such end-users and will require all end-users to agree to and abide by

terms of use containing terms reasonably acceptable to Cott in connection with the use of Customer's system. Cott and Customer agree that end-users are not permitted to copy data and images in a bulk scraping fashion using a software program (aka data mining). Cott cannot control or eliminate such activity though does take reasonable steps to monitor against and block such activity to protect both parties' internet bandwidth capacity and the Customer's data and images.

6. **Ownership of Service and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Service, Cott's software or the Documentation. Cott and Customer agree that Cott is the owner of the Service. Customer is the owner of the Customer's data on the Hosted System. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.
7. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE SERVICE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
8. **Service Availability.** Excluding certain conditions such as those listed below, Cott will provide 99.5% uptime for the Service. Conditions that are not covered under Service Availability include: a) Connectivity provided by Customer's internet service provider; b) Uptime/reliability of Customer's network; c) Uptime of Customer's hardware; d) Scheduled outages or Maintenance; e) Any problems with network providers, such as: network applications, equipment, omissions of network provider, local provider service interruptions. The above conditions are provided as examples and do not represent all possible conditions.
9. **Service Maintenance.** Regular maintenance of the Service by Cott is required. The maintenance time will be communicated to Customer and is completed during non-working hours, typically scheduled to occur at night and/or on the weekend. Cott also reserves the right to interrupt the Service for unscheduled maintenance when necessary and only interrupt the Service during normal work hours when absolutely necessary.
10. **Updates.** Customer will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Cott deems necessary or desirable in order to maintain or optimize the performance of the Service.
11. **Capacity of the Service.** The Service will be housed on servers and other equipment controlled and maintained by Cott (the "Hosted System"). The Capacity of the Service provided to Customer in this Addendum is impacted

by a number of "Storage Factors" such as: the number of users, annual filing volume, number of instruments, images, and number of Customer database transactions. If at any time Cott determines Customer has exceeded the Capacity of the Service by an increase in Storage Factors, Cott reserves the right to increase Customer's fee accordingly. Cott will inform Customer of the price increase prior to issuing an invoice.

12. **Security and Data Protection.** Cott implements numerous security and data protection procedures within Cott's data center to protect Customer's data. These procedures include: a) Active/passive firewall configuration to prevent unapproved port access; b) Use of core configuration to reduce server security attack surface; c) Host Intrusion Detection System (HIDS) to monitor suspicious activity; and, d) Backup strategies storing multiple copies of Customer's data on varied technology solutions at different locations. While Cott is diligent in using multiple procedures to prevent unauthorized access to protected data, Customer acknowledges that it is virtually impossible to eliminate this risk one-hundred percent (100%) of the time due to the public nature of the internet.
13. **Defect Warranty.** Cott warrants that the Service will perform as intended. Customer shall give Cott prompt notice of any defect. If Cott determines that the Service is defective and is covered by the warranty, Cott will remedy the deficiency. Cott will be afforded a commercially reasonable period of time to remedy the deficiency and will not be considered in breach if Cott commences to cure the deficiency within such period and diligently proceeds towards the remedy of the deficiency. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Service at all times in accordance with the Documentation. The warranty does not apply if malfunctions or errors are caused by defects in Customer's associated equipment, software or networks or a deficiency in the Customer Link.
14. **Implementation.** There will be a scheduled time for Cott to install the Service. Customer acknowledges that implementation delays requested by the Customer may cause Customer to incur additional fees.
15. **Training.** Cott will provide training to the Customer on the operation of the Service. Cott will make available through the Service online user help instructions and Documentation as deemed applicable by Cott in connection with deployment of the Service. Customer acknowledges that additional charges will apply for training requested by the Customer that is beyond what is outlined.
16. **Customer Support.** Cott's Customer Support program is included in the hosted service offering and contains two elements as it relates to Cott provided products: 1) Cott provides customer support services and, 2) Cott provides software update services. Provided Customer is not then in breach of their contract or delinquent in payments, the Customer Support program provides Customer with unlimited phone support and unlimited remote connection support by way of a central contract person at the Customer site. The Customer Support program also entitles Customer to receive, at no additional charge, software patches ("Patches") and software releases ("Releases") to the current version of any Cott software underlying the Service which increase the speed, efficiency or ease of operation of the Service. Patches typically are driven by Cott's Technical Support where the reported issue is deemed a 'bug'. Releases are a group of enhancements to the current version of

the existing software modules and are evaluated by a Cott committee prior to development and implementation. Any hardware or equipment upgrades at Customer's site that are necessary in order to install and run the Releases will be the responsibility of the Customer.

17. **Fees.** Cost of the Service ("Fees") during the Term are specified. Ongoing Monthly Fees will begin on the first (1st) of the month following the date the Service is active ("Go-Live Date") and then will be subsequently invoiced in advance of services rendered. Customer acknowledges there is a limited time to implement the software and in the event not all the software is installed at the time of the initial implementation, Cott will begin invoicing Customer for the total fees for the all software specified within ninety (90) calendar days of the initial Go-Live Date.
18. **Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such Agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of the Service by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at any time during the term of this Addendum and will become part of and be incorporated in this Addendum.

X Customer Acknowledgement: _____ Date: _____

ADDENDUM FOR ONLINE INDEX SERVICES

This **Addendum for Online Index Services** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and County Recorder, Story County, Iowa ("Customer"). This Addendum is being executed as an Addendum under Cott's **Master Agreement for Products and Services** in order for Cott to provide the service described herein.

1. **Service.** Cott will electronically capture, where applicable, and catalog pages from the index books and/or index cards and/or record books along with, where applicable, the associated key tables, sub index, charts or tabs, and create setout names, alphabetical breakdowns or numeric breakdowns for the index book pages and/or index cards where appropriate, as specified. The electronic pages of the book(s) will be examined for quality and readability, and pages will be numbered to allow for linkage between index book and/or index card entries and record book entries where applicable.
2. **Source.** The source of index and record book images and/or index card images, may include, though is not limited to, microfilm, microfiche, aperture cards, CD/DVDs containing information in .TIF format and original hardcopy index and record books and/or index cards. Project efforts may include onsite scanning from original books and/or index cards, and if so, would be specified. While Cott will use reasonable efforts to provide a quality image, Customer is responsible for ensuring that the quality of captured index and record books pages and/or index cards is acceptable.
3. **Fees.** The fees are set forth in the "Fees" and "Payments" sections.
4. **Early Termination.** Customer may terminate this service and this Addendum by providing written notice to Cott. Cott is entitled to recover from Customer all fees associated with images processed or imported to the date that Cott receives the notice (even if Go-Live has not occurred yet).
5. **Ownership.** Cott and Customer acknowledge the Customer owns all rights and privileges to the information made available through this service. Cott will not remarket or claim ownership of the information.
6. **Information Presented.** While Cott's systems allow for excluding certain information from being viewable when accessing Customer's base system utilizing Online Index Books or Online Books, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, specifically rejects any responsibility for and will be held harmless from and against any liability for the form, content, accuracy or quality of information passing or obtained through or resident on the Online Index Books system or the Online Books. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing. Customer will be responsible for implementing and carrying out such standards and any information input errors.
7. **Disclaimer of Warranty.** **EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION MADE AVAILABLE THROUGH THIS SERVICE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE INFORMATION OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF**

ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.

- 8. Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such Agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of services by Cott under this Addendum and any Schedules executed by Cott and Customer hereunder from time to time.

X Customer Acknowledgement: _____ **Date:** _____

SECTION 4: Pricing 1918-1975



Online Index Books.

- Deed Index, 1918-1975.
- Town Lot Index, 1918-1975.

1. **Index Source.** Scanning by Cott Systems.

2. **Total Estimated Index Images.** 8,503.

3. Requirements.

- Customer must assign page numbers (1, 2, 3, 4) to every page in the Index books (every page between the front and back binder, including sub-index pages & tabs) to be used in identifying and tracking each image.
- Auditor must provide permission to share their Online Index book System with the Recorder's office.
- Cott will send a team on-site to the customer's location to gather images utilizing Cott's On-site Scanning Process.
- Customer books may be disassembled then re-assembled to obtain pages for scanning.
- Bound books will be scanned as bound.
- Cott will provide Resync: Quality Control for sequencing, and naming of images to match the actual numbers on the documents.

4. **GB of Images.** This project will yield approximately 2 GB worth of images.

5. **User Licenses.** Unlimited search, rights to use software for term of contract.

6. **Deployment.** Hosted deployment, Hosted (internet) search on Auditor's Online Index Book System.

7. **Implementation.** Project management and service installation are included.

8. **Training.** Cott Systems will provide (1) one live webinar training session to you and your staff and Go-Live support. Trainees must be available during the designated training times as determined by Cott Systems and customer.

Data Access Permissions

Please check below the appropriate data access permissions:

- Staff Only.
- In office public search stations.
- County offices such as Auditor's office.
- Any internet users.
- Other, please explain: _____

Fees		\$29,670
Project Fee	\$19,385	
Image Fee	<u>\$10,285</u> ¹ – based upon estimated images	
Total Fee	\$29,670	

¹ Fees are based in part on the initial estimated number of images, which was prepared based on information provided from an on-site survey of the records. If the actual number of images processed is less than the estimate, customer will be invoiced for an aggregate amount that is less than the total specified herein. If the actual number of images processed is higher than the initial estimate, additional image charges will apply that will be the responsibility of the customer. Cott Systems will notify the customer of any additional charges.

Schedule of Payments	Invoice upon receipt of signed contract	\$15,000
	Subsequent invoices due <u>after July 1, 2019</u>	\$14,670 ²

² Cott will issue subsequent invoice(s) until the project is complete. Invoice(s) will be issued to reflect project fee plus the actual number of images processed by Cott for the previous month. Invoice(s) may also be issued for the actual number of images imported by Cott for the previous month. Cott will apply any applicable credit on your account from the initial down payment.

TERM: contract term to co-terminus with County Auditor's Online Index Books system term.

Invoices are due within thirty (30) days of issue.

PLEASE NOTE: The pricing in this offer is valid through 1/3/2019. After this date, this offer will be priced at the then current rate.

X Customer Acknowledgement: _____ **Date:** _____

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

APPROVED DENIED
 Board Member Initials: AS
 Meeting Date: _____
 Follow-up action: _____

City of Zearing

105 W. Main Street - P.O. Box 235
Zearing, Iowa 50278
641-487-7477(phone)/641-487-7427(fax)

August 17, 2018

To: Story County Board of Supervisors

From: City of Zearing

Re: Amended Façade Grant Funding Request

~~APPROVED~~ DENIED
Board Member Initials: RS
Meeting Date: 8/28/18
Follow-up action: _____

Explanation:

In 2017, the City of Zearing received \$6,868.00 from Story County for a façade restoration of its historic “Old Bank Building” at 108 East Main Street. Since being awarded that funding, the City has received a \$100,000.00 award (2018) from the Iowa Department of Economic Development. That project increased the City’s financial commitment to the project, it increased the scope of the project, and it underscored the City’s obligation to comply with the Secretary of Interior’s *Standards for Rehabilitation*.

Because of this change in circumstance, the City is requesting permission to apply for an augmentation of its existing 2017 grant application and award, so the City can receive the full \$10,000 maximum award allowed per building under the program. An additional \$3,132.00 will help the City to offset its increased expenditures and it will augment its budget in view of recent increases in the cost of lumber, steel, and other building materials.

The full project includes revenue from Story County (Façade Grant Program), the State of Iowa (Iowa Department of Economic Development), and the City of Zearing (cash match and volunteer hour). The goal of this larger project is to place two units on the main floor into service for businesses and two “studio” apartments into service on the second floor. This will increase the tax base of the community and add much-needed living space. The City of Zearing will either sell the structure to a business developer or it will lease the components to tenants, producing a revenue stream for the local government.

Scope of work:

The original 2017 Façade Grant award from Story County to the City of Zearing provided funding to restore the front façade of 108 E. Main Street, the “Old Bank Building.” Work included installing windows in historic openings, restoring four historic doors, repointing the brick façade, replacing masonry as needed, and repainting existing woodwork.

This 2018 amendment to the original application/grant award will address two remaining elevations of the building’s façade. Work that remains to be completed are the installation of three exterior doors

(east (1) and north (2) façades), the installation of three window in historic openings (north façade), and the reproduction of a fire escape and general access to the top floor. (see attached photos)

Budget expenses:

\$ 6,245.00	Three exterior doors (\$1,415.00 each + installation)
7085.00	Three windows (\$1,695 each + installation)
<u>8,350.00</u>	Fire escape for top floor
Total \$21,680.00	

Budget revenue:

\$ 3,132.00	Story County façade grant augmentation
<u>18,548.00</u>	Zearing cash match
Total \$21,680.00	

Thank you for your consideration. The City of Zearing is grateful for your continued support.

Sincerely,



Martin Herr

Mayor

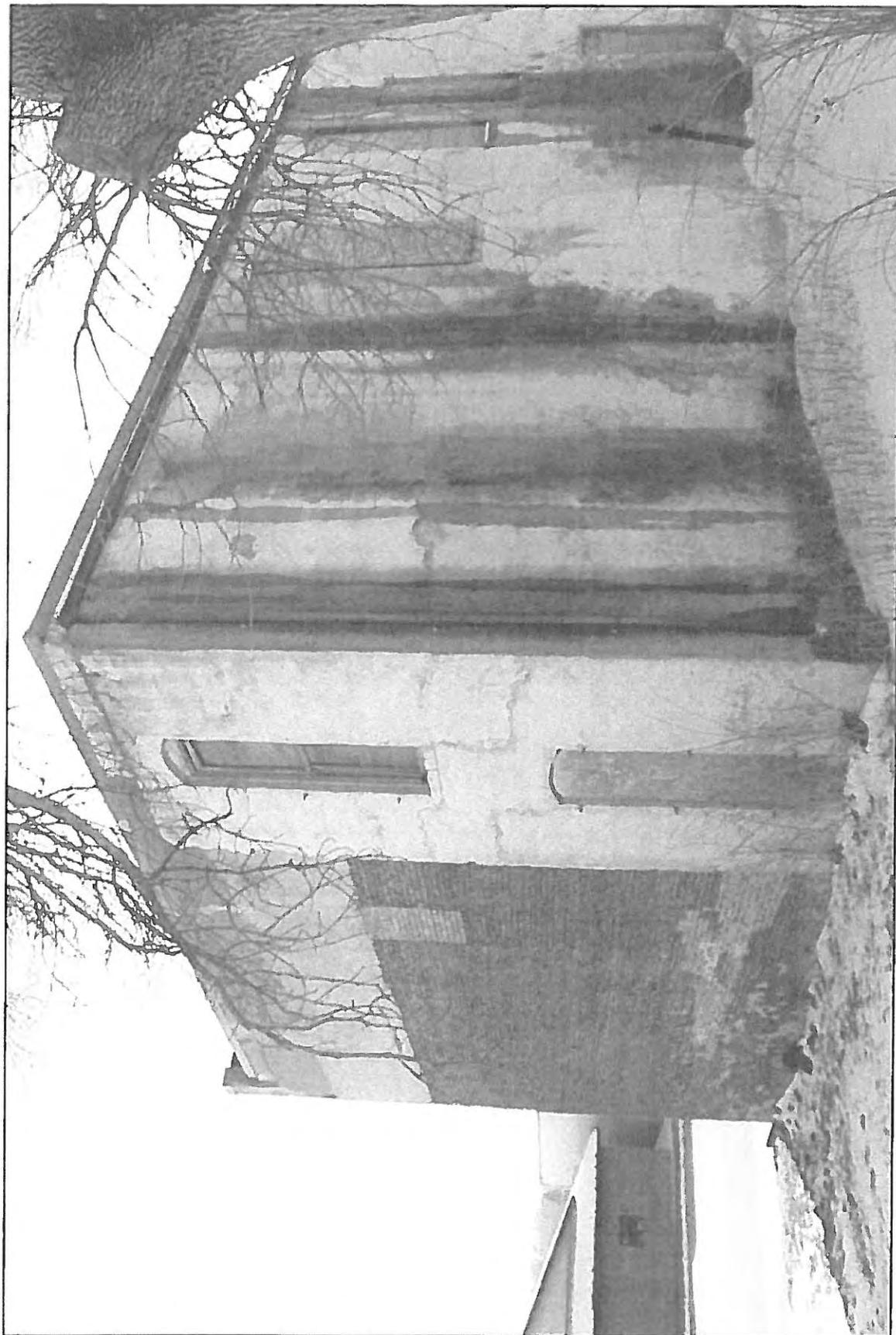


Figure 1. The "Old Bank Building," 108 E. Main Street, Zearing, Iowa. The east façade (left) and the north façade (right). The door on the east façade needs to be addressed as do the openings on the north façade. The drainage issue, evident in this image dating to February 14, 2018, has been addressed.



Figure 2. The "Old Bank Building," 108 E. Main Street, Zeating, Iowa. The north façade: two doors and three windows require replacement. Access to the top floor is also needed.



Figure 3. The "Old Bank Building," 108 E. Main Street, Zearing, Iowa. The front façade (south) before restoration, June 10, 2017.

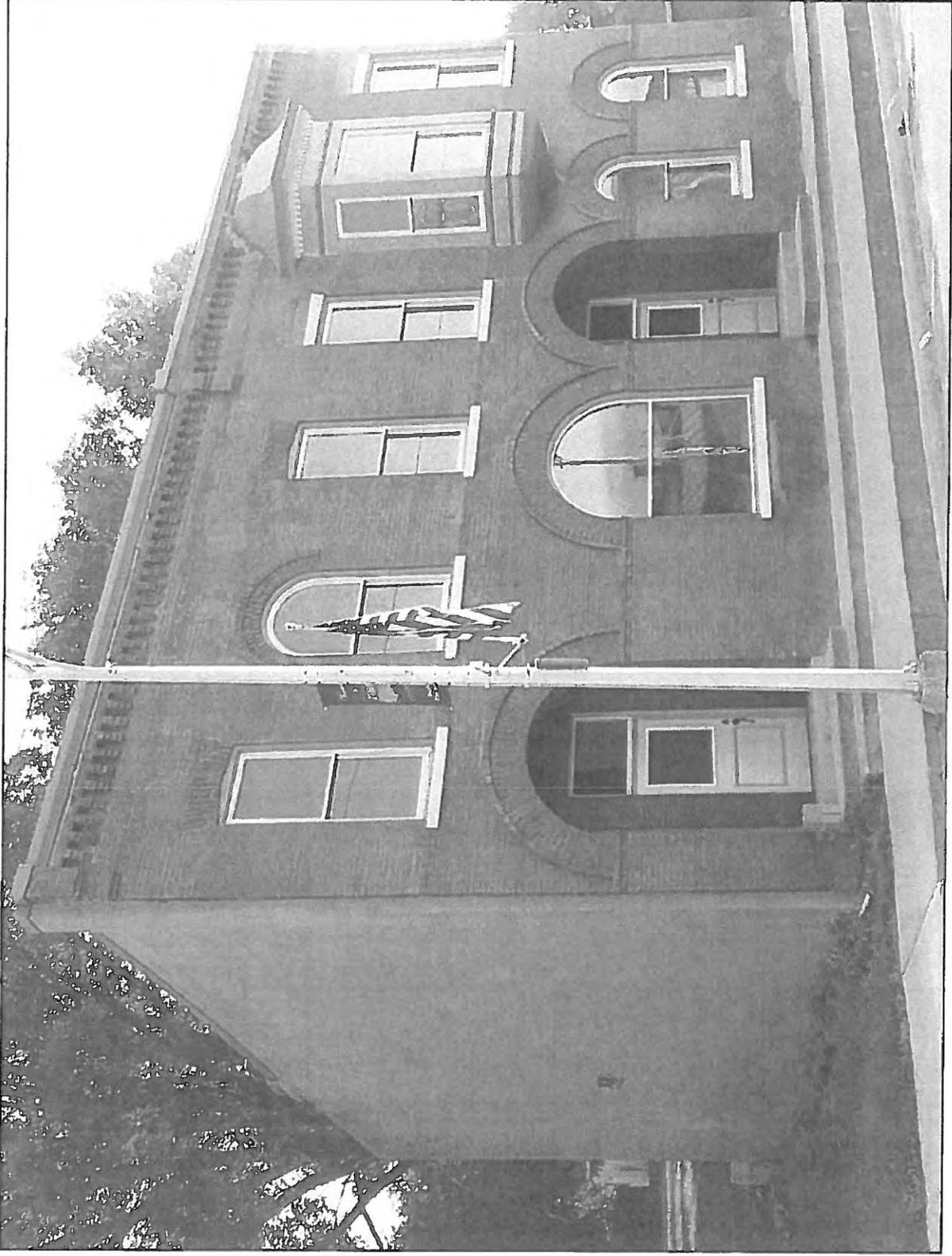


Figure 4. The "Old Bank Building," 108 E. Main Street, Zearing, Iowa. The front façade (south) after restoration, August 17, 2018, thanks to support from the first phase of a grant from Story County.

314816

Statement		DATE	6.1.2018	TERMS	
TO	City of Zearing				
	Old Bank Bldg.				
	Re point entire south Brick wall				
IN ACCOUNT WITH:	Helgeland Carpentry				
	Box 48				
	Zearing IA 50278				
	Re place damaged & missing Bricks				
	mortar				
	Brick				
	color				
	acid wash				
	Total			24,444	00
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT		

527445

Statement		DATE	TERMS
TO		5-21-2018	
City of Zearing: Old Bank Bldg.			
Replace 12 Windows, Repair + Paint doors and			
Trim Bay Roof, 2 Side Walls, Plaster E. Wall			
IN ACCOUNT WITH			
Helgeband Carpentry			
Box 48			
Zearing IA 50278			
60-80 lb.	bags mason cement, type S	385	20
2-gal.	Rustolium paint	16	30
14-gal	Paramount Ext. Paint, semi-gloss	717	24
12	Pella windows	14,566	52
	Labor	7,391	00
	total	23,076	26
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT

Town	Project	Address	Year	Amount Requested	Matching	Total Project Costs	Awarded	Amount Awarded
Collins	Painting of Mural Removal of existing steel facade and replacing the face with brick and stone, matching similar structures on Main Street.	224 Main Street	2014	\$1,000			No	\$0
Zearing		113 Main Street	2014	\$2,729.05	\$2,729.05	\$10,916.20	Yes	\$2,729.05
Roland	Front Window replacement, repair outside wall with steel siding, repair inside wall with drywall and insulation - costs borne by property owners this is technically "interior" work	203 N Main Street	2015	\$892.00	\$2,000.00	\$4,460.00	Yes	\$892.00
Zearing	Concrete replacement, brick front, paint door	111 E Main Street	2015	\$2,997.60	\$2,997.60	\$14,988.00	Yes	\$2,997.60
Slater	\$5,000 in work completed prior to application - replacing worn out or rotten area of walls and structure (\$3,000), regrading exterior elevation (\$2,000).	501 Main Street	2016	\$4,400	\$4,400	\$22,200	Yes	\$4,400
Cambridge	Multiple repairs	119 Water Street	2016	\$8,201.20	\$8,201.20	\$41,006.00	Yes	\$8,201.20
Story City	Multiple repairs	518 Broad Street	2017	\$1,700	\$1,700	\$32,882	Yes	\$1,700
Zearing	Replacement of windows with loose glass panes; repair of 2nd story bay window, door replacement; tuckpointing and brick repair/replacement	108 E Main Street	2017	\$6,868	\$27,476	\$34,344	Yes	\$6,868
Cambridge	Grant used to remove stucco from exterior of the building and repair/tuck point existing brick.	217 Water Street	2018	\$1,170	\$1,170	\$5,850	Yes	\$1,170
Collins	Main Street (multiple properties)	Main Street	2018	\$5,102	\$15,558	\$25,510	Yes	\$5,102
Zearing	Installation of three exterior doors, installation of three windows, and reproduction of a fire escape and general access to top floor	108 E Main Street	2018	\$3,132	\$18,545	\$21,680		\$3,132
Total :						\$213,836.41		\$37,192

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Amelia Schoeneman, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 19-14**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Ryan Haaland, Davis Brown Law Firm, 2605 Northridge Parkway, Suite 330, Ames, Iowa, on behalf of Rhonda Posegate Birchmier, 31201 660th Avenue, Maxwell, Iowa, involving the real estate located in Indian Creek Township, Section 22, located at 31201 660th Avenue, Maxwell, Iowa, and identified as parcel #15-22-200-200, hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Rhonda Posegate Birchmier is the legal titleholder of said real estate, and

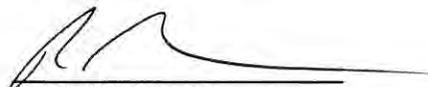
WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, *Code of Iowa*, and as prescribed by the *Story County C2C Plan* and the *Code of Ordinances, of Story County, Iowa*, have been complied with and met,

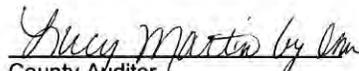
AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted.

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

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution 19-14 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 28th 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

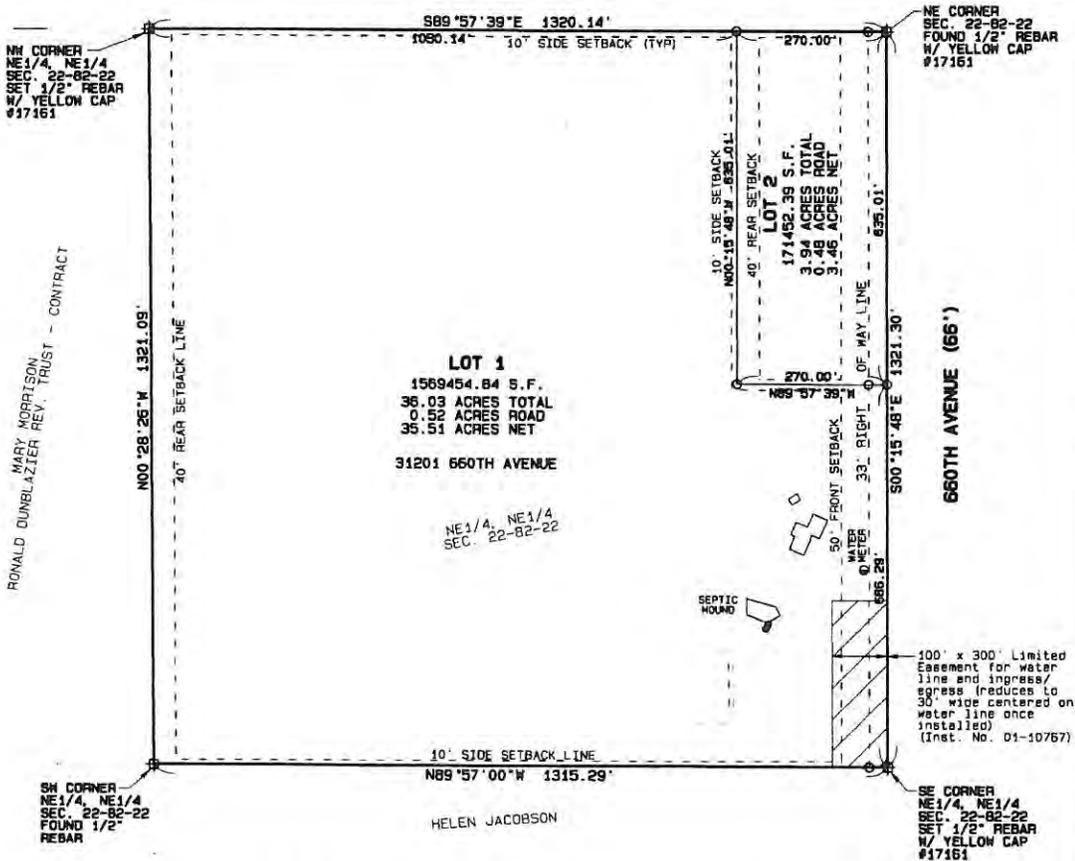
A Residential Parcel Subdivision of the Northeast Quarter of the Northeast Quarter of Section 22, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the Northeast Corner of said Section 22: thence S00°15'48"E, 1321.30 feet to the Southeast Corner of said Northeast Quarter of the Northeast Quarter; thence N89°57'00"W, 1315.29 feet to the Southwest Corner thereof; thence N00°28'26"W, 1321.09 feet to the Northwest Corner thereof; thence S89°57'39"E, 1320.14 feet to the point of beginning, containing 39.97 acres, which includes 1.00 acre of existing public right of way.

FINAL PLAT KNOP ACRES SUBDIVISION

A RESIDENTIAL PARCEL SUBDIVISION IN
THE NE1/4, NE1/4, SEC. 22-82-22, STORY
COUNTY, IOWA

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

ROBERT L. DEO TRUST



SURVEY DESCRIPTION:

A Residential Parcel Subdivision of the Northeast Quarter of the Northeast Quarter of Section 22, Township 82 North, Range 22 West of the 5th R.M., Story County, Iowa, being more particularly described as follows: beginning at the Northeast Corner of said Section 22; thence S00°15'48"E, 1321.30 feet to the Southeast Corner of said Northeast Quarter of the Northeast Quarter; thence N89°57'00"W, 1315.29 feet to the Southwest Corner thereof; thence N00°28'26"W, 1321.09 feet to the Northwest Corner thereof; thence S89°57'39"E, 1320.14 feet to the point of beginning, containing 39.57 acres, which includes 1.00 acre of existing public right of way.

OWNER:

RHONDA POSEGATE BIRCHMIR
31201 660TH AVE.
MAXWELL, IA 50161

DEVELOPERS:

CHAD & BROOKE KNOP
820 E AVENUE
NEVADA, IA 50201

DISTRICTS:

SCHOOL: COLLINS-MAXWELL
FIRE: MAXWELL
AMBULANCE: STORY COUNTY
ZONING: A-1 (AGRICULTURAL)
WATERSHED: INDIAN CREEK
UTILITIES: INTERSTATE POWER & LIGHT
IOWA RURAL UTILITIES ASSOCIATION

NOTES:

- Lot 1 is served by private septic and rural water.
- Lot 2 will be served by private septic and rural water.
- All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.
- An easement for transmission lines exists for the overhead lines along the north line of the property. There is no width specified for said easement. (Bk 72, Pg 108)
- A Limited Easement for water, 30' in width, exists over the rural water main in the NE1/4, NE1/4. The main was not located for this project. (Inst. No. 97-01948)

LEGEND

PROPERTY BOUNDARY _____
SECTION LINE _____
STREET CENTERLINE _____
RIGHT OF WAY LINE _____
EASEMENT LINE _____
BUILDING SETBACK LINE _____
SECTION CORNER FOUND OR SET AS NOTED #
FOUND IRON PIN OR PIPE AS NOTED @
SET 1/2" REBAR W/ YELLOW CAP #17161 O

GRAPHIC SCALE 1"=200'

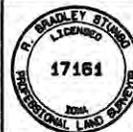


STUMBO & ASSOCIATES LAND SURVEYING

510 S. 17TH STREET, SUITE #102
AMES, IOWA 50010
PH. 515-233-3689 • FAX 515-233-4408

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

R. Bradley Stumbo
R. Bradley Stumbo License #17161 Date: 8/21/18
My license renewal date is December 31, 2019
Job #17135 Date: 8/21/18 Page 1 of 1



Staff Report

Board of Supervisors

Date of Meeting:
August 28, 2018

Case Number SUB07-18

Residential Parcel Subdivision – Knop Acres Subdivision
Resolution No. 19-14

APPLICANT: Ryan Haaland
2605 Northridge Parkway
Ames, IA 50010

STAFF PROJECT MANAGER: Amelia Schoeneman, Planner

SUMMARY: A Residential Parcel Subdivision request to divide one existing parcel to create two proposed lots: proposed Lot 1, a 35.51 net-acre lot containing an existing single-family dwelling and accessory structures, and proposed lot 2, a 3.46 net-acre lot located to the northeast of proposed lot 1, which would be considered buildable for a dwelling. Both proposed lots will have road frontage on 660th Avenue, a gravel County road. All requirements for a residential parcel subdivision are met. Planning staff recommends approval of the proposed Residential Parcel Subdivision Plat as requested by the applicant.





Property Owner

Rhonda Birchmier
31201 660th Avenue
Maxwell, IA 50161

Parcel Identification Number

15-22-200-200

Property Address

31201 660th Avenue
Maxwell, IA 50161

Location of Subdivision

Indian Creek Township (Section 22, Township 82, Range 22)

Size of Area

38.97 acres (total net-acreage of subdivision)

Districts

A-1 Agricultural Zoning District
Collins-Maxwell Community School District
Story County Ambulance
Maxwell Fire
Interstate Power and Light
Iowa Regional Utilities Association (Central Iowa Water)
Indian Creek Watershed

Cities within Two Miles

City of Maxwell – The City of Maxwell addressed this item at their City Council meeting on August 13th, 2018. The Council waived their right to review.

Description of Proposed Subdivision

The application is to consider a request for a Residential Parcel Subdivision of a 38.97 net-acre parcel. The proposed subdivision will create two lots:

1. Proposed lot 1, a 35.51 net-acre lot containing an existing single-family dwelling and accessory structures.
2. Proposed lot 2, a 3.46 net-acre lot to the northeast of proposed lot 1, buildable for a single-family dwelling.

Proposed lots 1 and 2 will have road frontage on 660th Avenue, a gravel County road.



Current Land Use

The existing parcel is the original northeast quarter of the northeast quarter of Section 22 in the Indian Creek Township. An existing dwelling is located on proposed lot 1, which was constructed in 1997. At the time the dwelling was constructed, the parcel met the minimum lot size of 35 acres for a dwelling in the A-1 Agricultural District. Multiple accessory structures are located on proposed lot 1. A 64-foot-by-128-foot steel utility building for livestock, located in the southern portion of proposed lot 1, approximately 210 feet from the dwelling, was constructed in 2001 under an agricultural exemption. A gazebo is located approximately 65 feet northeast of the dwelling. A small shed is located approximately 30 feet northwest of the dwelling.

Regarding these accessory structures, several issues were noted as part of the subdivision plat review. No zoning permit is required for the gazebo as the structure is under 100 square feet. However, the gazebo does not meet the 50-foot front setback requirement for structures in the A-1 Agricultural Zoning District, which applies to structures under 100 square feet and without footings. The property owners have indicated they will move the structure to meet required setbacks. Secondly, the access for the utility building was installed on the neighboring property to the south. An easement with the property owner to the south is required if the access is continued to be used. As both items are required by the Story County Land Development Regulations, staff will work with the property owner to ensure these items are addressed.

The residential parcel subdivision process was adopted in 2012. This allows parcels zoned A-1 Agricultural District to be divided into two lots buildable for a single-family dwelling. A minimum lot size of one-acre, an existing dwelling, and other requirements of Chapter 87.07 of the Story County Land Development Regulations, listed below, must be met.

Proposed lot 2 does not contain any structures and is in agricultural production, as is a majority of the subject property. A single-family dwelling is anticipated to be constructed on proposed lot 2 for a family member of the property owner. The County Engineer has indicated that a new driveway for proposed lot 2 would need a permit and that the location of the driveway will need to meet the 300-foot spacing and 500-foot sight distance requirements. The Environmental Health Director indicated permits would be needed for any proposed septic systems on wells on proposed lot 2.

The subject property is designated as Agricultural Conservation Area by the Cornerstone to Capstone (C2C) Comprehensive Plan: "These areas encompass large areas of highly valuable farmland, with farming and agricultural production as the primary activity." Principles for the designation include to encourage high-value agriculture lands to remain in production, director non-agricultural development to other C2C Plan Designations, and limit conflicts between agricultural uses, residences, and other uses. Some cropland will be taken out of production to accommodate a dwelling on proposed lot 2. Proposed lot 2 is 3.46 net-acres or approximately



9% of the parcel's area. A residential parcel subdivision is limited to yielding two lots and once a approved, no further residential parcel subdivisions can take place to create additional buildable lots. These requirements for a residential parcel subdivision help preserve agricultural land.

Surrounding Land Use

The subject property is located in Indian Creek Township, approximately a quarter mile north of the City of Maxwell. The subject property is surrounded by undivided quarter quarters except for the adjacent properties to the east and northeast, where farmsteads have been divided from the remaining farmland. One other dwelling is located on an adjacent parcel to the southwest. All adjacent properties are in agricultural production and zoned A-1 Agricultural.

There are a total of 46 parcels located within a half mile of the subject property—35 are located in unincorporated Story County and eleven are located within the City of Maxwell. Of the unincorporated 35 parcels, 13 contain single-family dwellings. As well, there are 17 parcels without dwellings that meet the minimum lot size requirements to construct a single-family dwelling in their respective zoning districts. Rolling Hills Mobile Home Park, zoned RMH Residential Manufactured Home District, is located a quarter mile west of the subject property on 653rd Avenue and occupies two parcels.

Applicable Regulations – Story County Land Development Regulations

87.07 (1) (A) (1)

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

- a. The development lots created by the subdivision are intended to be used for residential purposes.
- b. Only two development lots may be created.
- c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead, as defined in Section 85.08, in existence.
- d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property, or public use.
- e. The subdivision lies wholly within the A-1 District. For parcels located within the boundaries of the Ames Urban Fringe Plan, the subdivision must be both zoned A-1 Agricultural and lie wholly within the Rural Service and Agricultural Conservation Area designation.
- f. Both development lots (created by the Residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met.
- g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement.



- h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.
- i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat. The proposal meets all of the above requirements for a Residential Parcel Subdivision Plat.

Commentary

The following comments are part of the official record of the proposed Residential Subdivision Plat – Knop Acres Subdivision, Case No. 07-18. If necessary, conditions of approval may be formulated based off these comments.

The application materials were forwarded to the members of the Interagency Review Team on July 18th, 2018. The selected following comments were received:

Story County Planning and Development

What is the planned use for proposed lot 2?

Lot 2 will be used for a single family dwelling that will be constructed by Ms. Birchmier's daughter and son-in-law, Brooke & Chad Knop.

From review of aerial photography, the access for the pole building appears to go through the neighboring property to the south. Has an easement been granted for this access? Please explain.

Additional review of the adjacent parcel will need to be completed to determine whether an express easement exists.

Based on site review, there is a gazebo on the property that is not shown on the plat. From review of aerial photography, it does not currently appear to meet the 50-foot front set back requirement. When was the gazebo added to the property? What is the square footage of the gazebo? A permit may be required and the gazebo may be required to be moved in order to meet required setbacks.

Additional information can be obtained if necessary, and the owner is otherwise willing to move the gazebo. However, the gazebo as currently constructed, does not appear to meet the definition of accessory building for which a permit is required.

Story County Engineer

Any proposed new driveway will need a permit from our office. A new driveway location will need to meet the 300' spacing and 500' sight distance requirements.

Story County Environmental Health

Any proposed wells or septic systems will need a permit from our office.



General Public

Notification letters were mailed to surrounding property owners within a quarter-mile regarding the public meeting on the subdivision request August 21, 2018. No written or verbal comments were received from the general public at the time this staff report was completed.

Analysis

Points to consider in evaluating the applicant's request to divide their property through the Residential Parcel Subdivision Plat process to create two lots for a proposed and existing residential dwelling.

1. All requirements for a Residential Subdivision Plat in Section 87.07 of the Story County Land Development Regulations are met.
2. Both proposed lots have road frontage on 660th Avenue, a gravel County road.
3. The subject property is located in Indian Creek Township, approximately a quarter mile north of the City of Maxwell.
4. The subject property is designated as Agricultural Conservation Area by the Cornerstone to Capstone (C2C) Comprehensive Plan. The requirements for a residential parcel subdivision are designed to preserve agricultural land.
5. There are a total of 46 other parcels located within a half mile of the subject property and 35 are located in unincorporated Story County. Of those 35 parcels, 13 contain single-family dwellings. As well, there are 17 parcels without dwellings that meet the minimum lot size requirements to construct a single-family dwelling.
6. Rolling Hills Mobile Home Park, zoned RMH Residential Manufactured Home District, is located a quarter mile west of the subject property on 653rd Avenue and occupies two parcels.
7. The applicant has indicated the gazebo will be relocated to meet setback requirements and an access easement contained to continue using the access on parcel to the south.

Alternatives

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

1. **The Story County Board of Supervisors approves Resolution #19-14, the Residential Parcel Subdivision Plat – Knop Acres Subdivision as put forth in SUB07-18.**
2. The Story County Board of Supervisors approves Resolution #19-14, the Residential Parcel Subdivision Plat – Knop Acres Subdivision as put forth in SUB07-18 with conditions.
3. The Story County Board of Supervisors denies Resolution #19-14, the Residential Parcel Subdivision Plat – Knop Acres Subdivision as put forth in SUB07-18.
4. The Story County Board of Supervisors tables the decision on Resolution #19-14, the Residential Parcel Subdivision Plat – Knop Acres Subdivision as put forth in SUB07-18, and directs the applicant to address specific areas for additional information, review



and/or modifications, and to work with staff to place the subdivision plat back on a future Board of Supervisor's agenda.

Story County Planning and Development

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

SUBDIVISIONS



1. Property Owner*

(Last Name) Birchmier
 (First Name) Rhonda
 (Address) 31201 660th Ave.
 (City) Maxwell (State) IA (Zip) 50161
 (Phone) 515-314-8997 (Email) _____

2. Applicant (if different than owner)

(Last Name) Haaland
 (First Name) Ryan
 (Address) 2605 Northridge Parkway
 (City) Ames (State) IA (Zip) 50010
 (Phone) 515-246-7992 (Email) ryanhaaland@davisbrownlaw.com

3. Property Address 31201 660th Ave., Maxwell, IA 50161

Parcel ID Number(s) 15-22-200-200

4. Certification and Signature

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.
 *Acknowledgement of property owner is required and may occur via email or by signature of this application.

Property Owner Signature [Signature] Date 7/13/18 Applicant Signature [Signature] Date 7/17/18

Subdivision

Proposed Name: Knop Acres Subdivision

Vacation

Type: Right-of-way Plat

Filing Fee/Type (required prior to processing):

Submittal Requirements:

- Residential Parcel Plat (\$175)
- Agricultural Plat (\$175)
- Minor Plat (\$275)**
- Major Plat—Preliminary (\$275)**
- Major Plat—Final (\$175)**
- Conceptual Review required

Submittal Requirements:

- Attend conceptual review meeting
- Legal description that will be used on all required legal documents (submit as Word document)
- Proposed subdivision plat (submit as PDF)
- All required submittal requirements as outlined in Chapter 87 of the Story County Code of Ordinances (87.06(3) for Residential Parcel, 87.07(3) for Agricultural, 87.08(3) for Minor, 87.09(3) for Major-Preliminary and 87.09(5) for Major-Final)
- Filing Fee (required prior to processing): \$175
- Legal description that will be used on all required legal documents (submit as Word document)
- Written description of requested items to be vacated
- See Chapter 87.10 for the vacation process

RECEIVED

AUG 17 2018

All required documents for subdivision plats **STORY CO. PLANNING & DEVELOPMENT** outlined in Iowa Code Chapter 354.11

Receipt No. 5091083
 Receipt Amount 175-

DAVIS BROWN KOEHN SHORS & ROBERTS P.C.
#2980234

1. **UNRELEASED MORTGAGES.** There appears an unreleased Mortgage from Michael J. Birchmier and Rhonda P. Posegate-Birchmier, husband and wife, to Community Bank, Nevada, IA, filed August 15, 2003, as Inst. No. 03-17142.
2. **REAL ESTATE TAXES.** Parcel No. 15-22-200-200. Real estate taxes for fiscal year 2016-2017 (payable in 2017-2018) show as paid in full. Each installment is \$1,940.00.

EXCEPT THAT we also find certain matters which could affect the right of the titleholder to sell the property or your right to keep it. Such matters are listed below and must be satisfactorily resolved before closing:

RHONDA POSEGATE BIRCHMIER

As of that date and time, we find from our examination that good and marketable title to the property described above is held by:

The Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Twenty-two (22), Township Eighty-two (82) North, Range Twenty-two (22) West of the 5th P.M., Story County, Iowa

As your attorney, and pursuant to Iowa Code 354.11, we have examined an Abstract of Title commencing with the Root of Title entry, last continuation certified by Abstract & Title Services of Story County, of Ames, Iowa, and certified that it reflects all matters up to June 26, 2018, at 8:00 a.m. and relating to the following property:

I

Ladies and Gentlemen:

RE: Platting Title Opinion - 31201 66th Avenue, Story County, Iowa
To Be Platted as: KNOP ACRES

Ms. Rhonda Birchmier
c/o Mr. Chad & Brooke Knop
828 G Avenue
Nevada, IA 50201

July 6, 2018

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



3. SEARCHES. The certified abstract shows lien searches against Michael J. Birchmier and Rhonda Posegate Birchmier, and nothing is shown except as set forth herein. A standard Mechanic's Lien search has been performed with nothing shown except as set forth herein.

4. EASEMENT AND COVENANTS. The following easements, covenants and restrictions are shown:

a. Entry No. 32 reports a Transmission Line Easement to Iowa Electric Light & Power Company, filed September 28, 1951, in Book 72, Page 108, and subsequently assigned to ITC Midwest, LLC, a Michigan limited liability company, by Assignment filed December 27, 2007, as Inst. No. 07-14599.

b. Entry No. 50 reports a Limited Easement to Central Iowa Water Association, filed February 28, 1997, as Inst. No. 97-01948.

c. Entry No. 54 reports a Limited Easement to Iowa Regional Utilities Association, d/b/a Central Iowa Water Association, filed August 6, 2001, Inst. No. 01-10767.

d. Entry No. 65 reports a Certification of Agricultural Exemption, filed September 2, 2011, as Inst. No. 11-08419.

e. Story County Zoning Ordinances of record.

II

There are other matters which could affect the property and which could cause expense to you, but because of their nature they cannot be shown in an Abstract of Title. Please advise if you desire our assistance to determine before closing if any of the following might cause a problem:

1. MECHANICS LIEN. Within the last 90 days someone may have completed a repair or improvement on the property, or provided materials for such repairs or improvements. If that person has not received payment for such labor or materials and if within that 90 days a claim is posted on the Mechanic's Notice and Lien Registry on the Iowa Secretary of State's website ("MNLIR") against the property, you could be required to pay the claim, even if posted after you pay for the property and take possession. As a general rule, there is no sure way to determine if there are any such unpaid claims. It is best to determine from the titleholders if any such work has been done. If this property is residential property, you should have a search conducted of the MNLIR prior to closing to determine whether a Notice of Commencement and any Preliminary Notices have been posted against the property. If there has been a Notice of Commencement posted against the residential property, you should obtain a mechanic's lien waiver from each party who has posted a Notice of Commencement or Preliminary Notice against the property. If

a Notice of Commencement has not been posted against the residential property, you should still determine if any work has been done in the last 90 days by a contractor who does not have any subcontractors or suppliers.

2. SURVEY. Normally a survey will show information concerning the location of rights-of-way, easements, and building setbacks. The law states that you have notice of the rights of all persons in possession of this property or any portion thereof, and rights which would be disclosed by a survey; therefore, it will also be a good idea to obtain a survey to find the location of corners and lot lines so that you can determine if adjoining landowners are using any part of this property, or if improvements on this property are encroaching.

3. SPECIAL ASSESSMENTS. An Abstract of Title makes no report of special assessments unless certified to the County Treasurer's Office. The lien for special assessments does not attach against the benefited property until certification to the County Treasurer's Office, but such a lien has priority equivalent to real estate taxes. A lien may attach against the property for work already preliminarily approved by the County Board of Supervisors or City Council. Your interest in the property would be subject to any such lien. This examiner suggests that contact be made with the County Board of Supervisors and the City to determine if there has been any resolution which might give rise to such a lien.

4. LIENS FOR CHARGES FOR MUNICIPAL SERVICES. An Abstract of Title does not report liens for services provided by the city, such as sewage disposal, and any other charges for services until they are certified to the County Treasurer. A lien for municipal services does not attach to the benefited property under certified to the County Treasurer's Office. A lien may attach against the property for services already rendered. Your interest in the property would be subject to any such lien. This examiner suggests that contact be made with the City to verify the currency of such payments.

5. BANKRUPTCY. If bankruptcy proceedings affecting the property have been commenced in any county other than the county in which the property is located, the abstract will not have searched such proceedings. If you have any reason to believe that there may have been or is currently such a bankruptcy proceeding, please advise and we will arrange for an appropriate search of the bankruptcy records.

6. ENVIRONMENTAL MATTERS. An Abstract of Title will not disclose the existence of hazardous wastes, underground storage tanks, drainage wells, and other like environmentally regulated activities. You are cautioned that federal, state, and local legislation, may, in the event there are environmental and/or public health violations, permit injunctive relief and require "clean up" such as removal and remedial actions. The cost of such "clean up" may be a lien against the property and a personal liability. You may have liability even though you may not have disposed of hazardous wastes on the property or used any underground storage tanks. You should make appropriate inquiries regarding such matters and if possible, obtain suitable, written representations and indemnification from a financially responsible party.

7. **GOVERNMENTAL TAKING AND FORFEITURE.** There are federal and state laws and regulations (collectively "Governmental Regulations") that allow governmental entities to take possession of and/or forfeit your interest in, your property under certain circumstances. Your property may be taken for a public purpose under the power of eminent domain. Also, the use of your property for drug trafficking may result in the loss of the property even though you are not personally involved in, or aware of, the drug trafficking. This opinion is subject to any such Governmental Regulations, and the power exercised by any governmental entity pursuant to such Governmental Regulations.

8. **RESTRICTIVE COVENANTS.** Unless the property is part of a horizontal property regime or proprietary lease, use restrictions which were recorded more than 21 years ago and which have not been reserved are no longer enforceable and have not been included. Easements set forth in the use restrictions continue to be enforceable. Use restrictions filed within 21 years of the date of this title opinion or use restrictions recorded more than 21 years ago which have been preserved, should be reviewed to determine how such restrictions affect your use of the property. If you wish to preserve the restrictions beyond 21 years after the date such restrictions were recorded, you should file a statement of preservation before the end of the 21 year period.

9. **GENERAL CAUTIONS.** You are advised to review the cautions shown on the attached sheet and make the inquiries noted.

This opinion is directed only to you and is intended solely for your use and purposes. No other persons are entitled to rely hereon. This is only a preliminary title opinion based on pencil notes and we reserve the right to re-examine the Abstract of Title when typed in permanent form before giving you our final opinion. This opinion is subject to our findings upon such re-examination.

Respectfully submitted,

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



Ryan L. Haaland

Iowa Title Guaranty No. 10370

CAUTIONS. An abstract of title is a multi-page document typically prepared by a commercial abstracting firm. It consists of numbered entries containing information abstracted from the public records on file in the county courthouse that affect the title to the real estate described in the abstract of title. However, these public records do not necessarily disclose all rights in, claims against or restrictions upon the real estate. Therefore, you should make a careful inspection of the real estate and make diligent inquiry to satisfy yourself as to the following additional matters:

1. The rights of any person in actual possession of the real estate such as a tenant in possession under a lease agreement.
2. The rights, under the Iowa mechanics' lien law, of persons who have furnished labor or materials in the past 90 days for improvements to the real estate.
3. The rights of creditors under the Iowa Uniform Commercial Code to a security interest in improvements to the real estate in the form of fixtures, such as a furnace or water heater, which have been installed so recently as to allow the creditor to file notice of such rights after the period of time covered by the abstract.
4. Unpaid charges for public utility services furnished to the real estate which may become a claim against the real estate.
5. The existence of any security interest in growing farm crops disclosed by financing statements filed in the office of the Iowa Secretary of State.
6. The existence of any easement over the real estate which is apparent from physical evidence of its use or the actual location of the boundary lines of the real estate.
7. Any encroachment upon the real estate from adjacent real estate by way of third party use or by building overlapping the boundary lines and any other facts that may be disclosed by a survey.
8. Availability of reasonable and convenient access to the real estate from an existing public right of way.
9. Any law, ordinance or governmental regulation (including but not limited to zoning, subdivision and rental housing ordinances, which are state or local laws, or Federal laws such as the Americans with Disabilities Act or the laws restricting discrimination in housing) restricting, regulating or prohibiting the occupancy, use or enjoyment of the real estate, or regulating the character, dimensions or location of any improvement now or hereafter erected on the real estate, or prohibiting a separation in ownership or a reduction in the dimensions or area of the real estate. For such information, you should consult the local building and zoning officials having jurisdiction or the Federal agencies having jurisdiction.
10. The legal competency (as affected by age or mental disability) of each individual titleholder executing a deed, mortgage or other instrument affecting the real estate; the authority of each person executing a deed, mortgage or other instrument affecting the real estate in a representative or fiduciary capacity; and the authenticity of all signatures appearing on such instruments.
11. Any other matter affecting the real estate which may have been filed as a part of the public records in the county courthouse after the period of time covered by this Title Opinion.
12. To the extent the premises in the caption may include real estate caused by action of any riparian waters, no opinion is expressed as to the marketability of title including accretions to such real estate.
13. There are matters which can only be satisfactorily determined by a survey. The plat or survey shown in the abstract, if one is shown, normally does not show the location of improvements with respect to the boundary lines. Buyers are encouraged to have a site survey (sometimes referred to as an "as built" survey) done to locate any improvements with

respect to the boundary lines. This site survey could be recorded to benefit both the buyer and the future buyers of the real estate. A site survey should reveal such problems as encroachments on the property, improvements built too close to or even over the boundary line and substandard lot size. Improvements not meeting zoning requirements may be considered nonconforming uses under applicable zoning and building codes. An owner may be prohibited from or restricted in rebuilding a nonconforming use under applicable zoning or building codes. A nonconforming use may also jeopardize the amount of recovery under the owner's insurance policy. A nonconforming use may also prevent a buyer from obtaining a mortgage on the property.

14. The abstract does not disclose the existence of hazardous substances, pollutants, contaminants, hazardous wastes, underground storage tanks, drainage wells, active or abandoned water wells, and other environmentally regulated activities. You are cautioned that federal, state and local legislation may, in the event there are environmental or public health violations, permit injunctive relief and require removal and remedial actions or other "clean-up." The cost of such "clean-up" may become a lien against the real estate, and you may have personal liability even though you may not have disposed of any hazardous substances, pollutants, contaminants, or hazardous wastes on the real estate or used any underground storage tanks or wells.



Notary Public in and for Story County, Iowa

On this 13th day of July, 2018, before me, a Notary Public in and for Story County, Iowa, personally appeared Rhonda Posegate Birchmier, to me personally known, who being by me duly sworn, have each signed this instrument as the voluntary act and deed of each.

State of Iowa, Story County, ss:

Dated this 13 day of July, 2018
Rhonda Posegate Birchmier, Owner

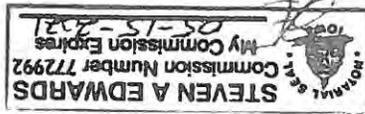
Owner hereby certifies, acknowledges and declares that the platting of this real estate to be known as KNOP ACRES SUBDIVISION is with Owner's free consent and in accordance with Owner's desire as proprietor.

The Northeast Quarter of the Northeast Quarter of Section 22, Township 82 North, Range 22 West of the 5th P. M., Story County, Iowa, being more particularly described as follows:
Beginning at the Northeast Corner of said Section 22; thence S00°15'48"E, 1321.30 feet to the Southeast Corner of said Northeast Quarter of the Northeast Quarter; thence N89°57'00"W, 1315.29 feet to the Southwest Corner thereof; thence N00°28'26"W, 1321.09 feet to the Northwest Corner thereof; thence S89°57'39"E, 1320.14 feet to the point of beginning, containing 39.97 acres, which includes 1.00 acre of existing public right of way

That the undersigned, Rhonda Posegate Birchmier, a single person, ("Owner") does hereby covenant that Owner is the lawful owner of real estate described as follows:

KNOW ALL PERSONS BY THIS INSTRUMENT:

CONSENT TO PLATTING



Notary Public in and for the State of Iowa
07-09-2018

This record was acknowledged before me this 9th day of JULY, 2018 by F. JEFFREY HAMENSTEN as F.V.P. for Community Bank.

STATE OF IOWA)
) ss:)
COUNTY OF STORY)

Title: EXEMPTIVE VICE PRESIDENT

Name: F. JEFFREY HAMENSTEN

By: [Signature]

Community Bank

Dated this 9th day of JULY, 2018.

which is to be platted as Knop Acres Subdivision, and that said platting is done with the free consent and in accordance with the desire of said Mortgagee.

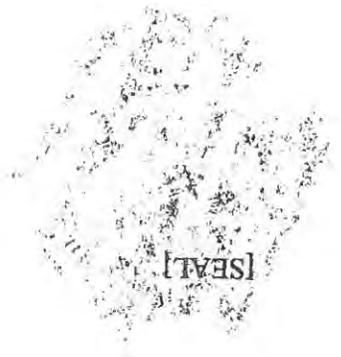
The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-two (22), Township Eighty-two (82) North, Range Twenty-two (22) West of the 5th P.M., Story County, Iowa,

The undersigned hereby states, acknowledges and certifies that it is the holder of the Mortgage from Michael J. Birchmier and Rhonda P. Posegate-Birchmier, husband and wife, to Community Bank, Nevada, IA, filed August 15, 2003, as Inst. No. 03-17142, of the real estate legally described as:

KNOW ALL MEN BY THESE PRESENTS:

MORTGAGEE'S CONSENT TO PLAT

Prepared By: Ryan L. Haaland, 2605 Northridge Parkway, Ames, IA 50010; (515) 288-2500
Return To: Same As Above



[SEAL]

Treasurer, Story County, Iowa

RENEE M. TWEEDT

Renee M. Tweedt

Depicta
by/for R. B. B...

2018.

In witness whereof, I have subscribed and sealed this certificate on the 9th day of July.

which, based upon the representations of the owner identified in the Consent to Platting to which this certificate is attached, are all the lands included in said subdivision plat.

is free from certified taxes and certified special assessments. More particularly, the official records of my office show that all certified taxes and special assessments have been paid in full for the parcel of land presently having the following tax parcel identification numbers: 15-22-200-200

I, Renee M. Tweedt, Treasurer of Story County, Iowa, in accordance with Iowa Code sections 354.11 and 354.12, hereby certify that the real property described in the attached subdivision plat to be known as: KNOP ACRES SUBDIVISION

State of Iowa, County of Story, ss.:

TREASURER'S CERTIFICATE

Prepared By: Ryan L. Haaland, 2605 Northridge Parkway, Ames, IA 50010; (515) 288-2500
Return To: Same As Above

RESOLUTION 2018-24

A RESOLUTION TO WAIVE THE RIGHT TO REVIEW THE KNOP ACRES

SUBDIVISION PER IOWA CODE 354.9.

WHEREAS, the City of Maxwell received the Knop Acres Subdivision of land lying within the unincorporated area of Story County, but within the City of Maxwell joint subdivision review area.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Maxwell, Story County, Iowa that the rural subdivision to be known as Knop Acres Subdivision described as:

The Northeast Quarter of the Northeast Quarter of Section 22, Township 82, North, Range 22 West of the 5th P.M., Story County, Iowa, being more particularly described as follows:

Beginning at the Northeast Corner of said 22; thence S00 degrees 15' 48" E, 1231.30 feet to the Southeast Corner of said Northeast Quarter of the Northeast Quarter, thence N89 degrees 57'00"W, 1315.29 feet to the Southwest Corner thereof; thence N00 degrees 28'26"W, 1321.09 feet to the Northwest Corner thereof; S89 degrees 57'39"E, 1320.14 feet to the point of beginning, containing 39.97 acres, which includes 1.00 acres of existing public right of way.

BE IT FURTHER RESOLVED, the Council resolves to waive their right to review of the subdivision per Iowa Code 354.9.

Motion to approve: Alex Golly

Second: Charles Robertson

Roll Call Vote: Y Robertson Y Golly a Hudson Y Livsey Y Miller

ATTEST:

Deb Hayes, City Clerk

Steve Gast, Mayor

**EASEMENT AGREEMENT
(Recorder's Cover Sheet)**

Preparer Information:

Ryan L. Haaland, 2605 Northridge Parkway, Ames, IA 50010

Return Document to:

Ryan L. Haaland, 2605 Northridge Parkway, Ames, IA 50010

Name of Grantor:

Helen L. Jacobson

Name of Grantee

Rhonda Posegate Birchmier

Legal Description:

See Exhibit "A"

See Exhibit "B"

See Exhibit "C"

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made as of the ____ day of _____, 2018, by and among Helen L. Jacobson, single, ("Grantor"), and Rhonda Posegate Birchmier ("Grantee").

RECITALS

WHEREAS, Grantor is the titleholder of real property legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Burdened Property"); and,

WHEREAS, Grantee is the titleholder of real property legally described on Exhibit "B", which is attached hereto and incorporated herein by this reference (the "Benefited Property"); and,

WHEREAS, Grantor wishes to grant certain access rights to the Benefited Property over a portion of the Burdened Property, as legally described on Exhibit "C", which is attached hereto and incorporated herein by this reference (the "Access Area"), and depicted for reference only on the attached Exhibit "D".

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I INGRESS/EGRESS EASEMENT

1. Grant of Easement. Grantor hereby grants to Grantee, Grantee's heirs, successors in interest, and assigns, a perpetual, non-exclusive easement on, over and across the Access Area for purposes of ingress and egress to and from the Benefited Property by Grantee and Grantee's tenants, invitees, licensees, contractors, and agents (collectively, "Grantee Related Persons"). Such access shall include use of the Access Area for all residential and agricultural purposes, including, but not limited to use for farming, tilling, and timber harvesting equipment. Grantor expressly reserves the right to continue use of the Access Area to access the Burdened Property.

2. Construction and Maintenance. Grantee may make such improvements to the existing pathway located within the Access Area as Grantee desires from time to time in order to facilitate the usage contemplated by this Agreement. Grantee, Grantee's heirs, successors in interest, or assigns, at their sole cost and expense, shall be responsible for upkeep, maintenance, and repair of the Access Area, except for damage to the Access Area caused by the negligence of the Grantor and Grantor's tenants, invitees, licensees, contractors, and agents (collectively, "Grantor Related Persons").

3. Indemnification. As part of the consideration for the easement rights granted herein, Grantee hereby agrees to defend, indemnify, and hold Grantor harmless from any and all claims, lawsuits, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, asserted against or incurred by Grantor due to any injury or death occurring to persons or property and arising from or related to the use of the Access Area by Grantee or any Grantee Related Person, except to the extent caused by Grantor's negligence or the negligence of any Grantor Related Person. Grantor hereby agrees to defend, indemnify, and hold Grantee harmless from any and all claims, lawsuits, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, asserted against or incurred by Grantee due to any injury or death occurring to

persons or property and arising from or related to the use of the Access Area by Grantor or any Grantor Related Person, except to the extent caused by Grantee's negligence or the negligence of any Grantee Related Person.

4. Prohibited Use. No part of the Access Area shall be used for a criminal purpose. Neither Grantee nor Grantor shall engage in nor permit any person to engage in criminal activity on or across the Access Area or any part of the Burdened Property.

5. Structures & Obstructions Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across, or within the Access Area. Grantor shall not cause or permit any obstruction, planting or material to be placed under, over, on, through, across, or within the Access Area.

6. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Access Area.

7. Enforcement. Any party to this Agreement may enforce it against another party by seeking injunctive relief, specific performance, or any other remedy available at law or in equity. The parties agree that, in the event of a default by any party under the terms of this Agreement, the other parties may be irreparably harmed and such parties' damages may be extremely difficult or impossible to ascertain or quantify with precision. The parties specifically agree that, in the event of a default by any party under the terms of this Agreement, the other parties shall be entitled to seek specific performance to enforce the terms of this Agreement, including, without limitation, the right to obtain a temporary or permanent injunction without the requirement of a bond, in addition to any other remedy that may be available at law or in equity. In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs to enforce this Agreement, including, without limitation, reasonable attorney's fees, both prior to and in the course of litigation.

8. Binding Effect. As to both the Burdened Property and the Benefited Property, this Agreement shall run with the land, and shall inure to the benefit of, and be binding upon, the parties hereto, their tenants and their respective heirs, personal representatives, successors, mortgagees, and assigns.

9. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties relating to the subject matter hereof, superseding all earlier agreements or representations, oral or written.

10. Amendment. Any change or amendment to this Agreement shall be effective only if it is in writing and signed by all of the parties to this Agreement, and properly recorded.

11. Waiver. Any failure, forbearance, delay, or omission to exercise any rights under this Agreement in the event of a breach of any term of this Agreement shall not be deemed to be a waiver by any party of such term or any subsequent breach of the same or any other term, or of any rights of any party under the terms of this Agreement.

12. Title. Grantor does hereby covenant with Grantee that Grantor holds said real estate described in this Access Area by title in fee simple; that Grantor has good and lawful authority to convey the same; and that Grantor covenants to warrant and defend the said Access Area against the lawful claims of all persons whosoever.

13. Severability. If any provision of this Agreement, or the application of it to any circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to other circumstances than those to which it is found to be invalid, as the case may be, shall not be affected. Moreover, if such invalidity is based upon its scope or breadth, a court of competent jurisdiction shall be empowered to reform such provision(s) to make the same effective to the fullest scope or breadth permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[SIGNATURES BEGIN ON NEXT PAGE]

GRANTOR

Helen L. Jacobson

STATE OF **IOWA**, COUNTY OF _____:

This record was acknowledged before me this _____ day of _____, _____,
by Helen L. Jacobson.

Signature of Notary Public

GRANTEE

Rhonda Posegate Birchmier

STATE OF **IOWA**, COUNTY OF _____:

This record was acknowledged before me this _____ day of _____, _____,
by Rhonda Posegate Birchmier.

Signature of Notary Public

Exhibit "A"

Burdened Property

The Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Twenty-two (22), Township Eighty-two (82) North, Range Twenty-two (22) West of the 5th P.M., Story County, Iowa

Exhibit "B"

Benefitted Property

The Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Twenty-two (22), Township Eighty-two (82) North, Range Twenty-two (22) West of the 5th P.M., Story County, Iowa

Exhibit "C"

Access Area

A tract of land described as the North Sixty (60) feet of the East Three Hundred Forty-five (345) feet of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Twenty-two (22), Township Eighty-two (82) North, Range Twenty-two (22) West of the 5th P.M., Story County, Iowa

Exhibit "D"

Approximate Depiction of Access Area



DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Amelia Schoeneman, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 19-15**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Jermei Harris, Clapsaddle-Garber Associates, 16 East Main Street, Marshalltown, Iowa, on behalf of Thomas C. and Donna E. Kimberley, 70804 335th Street, Collins, Iowa, involving the real estate located in Collins Township, Section 33, located at 70804 335th Street, Collins, Iowa, and identified as parcel #16-33-400-260, hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Thomas C. and Donna E. Kimberley are the legal titleholders of said real estate, and

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

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

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

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution 19-15 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 28th day of August, 2018.



Board of Supervisors
Story County, Iowa



County Auditor
Story County, Iowa

Moved by: Olson

Seconded by: Chitty

Voting Aye: Olson, Chitty, Sanders

Voting Nay: None

Absent: None

ATTACHMENT A

Legal Description

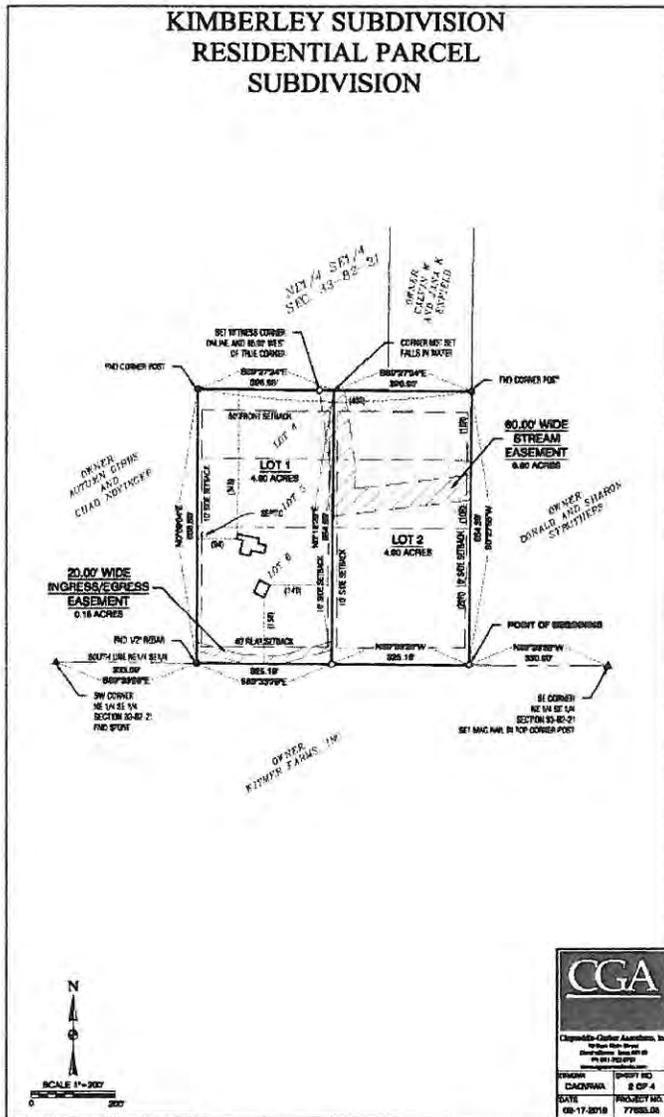
KIMBERLY SUBDIVISION LOCATED IN LOTS FOUR (4), FIVE (5) AND SIX (6) IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE¼ SE¼), SECTION THIRTY-THREE (33) IN TOWNSHIP EIGHTY-TWO (82) NORTH, RANGE TWENTY-ONE (21), WEST OF THE 5TH P.M., STORY COUNTY, IOWA, EXCEPT THE WEST TWO HUNDRED (W200) FEET THEREOF

AND

WEST 200.0 FEET OF LOTS 4, 5, AND 6 IN THE NE¼ OF THE SE¼, SECTION 33, TOWNSHIP 82 NORTH, RANGE 21 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, CONTAINING 3.01 ACRES; SAID DESCRIPTION FORMS A PART OF THE DESCRIPTION IN A REAL ESTATE CONTRACT OF SEPTEMBER 1, 1978 BETWEEN ALLEN STRUTHERS AND MARGARET STRUTHERS, SELLERS, AND THOMAS C. KIMBERLEY AND DONNA E. KIMBERLEY, BUYERS, FOR SALE OF LOTS 4, 5 AND 6 IN THE NE¼ OF THE SE¼, SECTION 33, TOWNSHIP 82 NORTH, RANGE 21, WEST OF THE 5TH P.M., STORY COUNTY, IOWA, WHICH CONTRACT WAS RECORDED AT BOOK 152 OF MORTGAGES AT PAGE 196 IN THE OFFICE OF THE STORY COUNTY, IOWA, RECORDER, AND SAID REAL ESTATE CONTRACT REMAINS INTACT EXCEPT FOR THE REAL ESTATE HEREIN CONVEYED.

ATTACHMENT B

**KIMBERLEY SUBDIVISION
RESIDENTIAL PARCEL
SUBDIVISION**

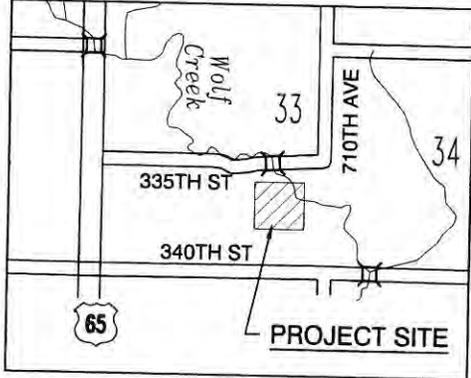


CGA
 Chartered-Geological Association, Inc.
 5100 5th Street
 Sacramento, CA 95818
 (916) 486-2000

PROJECT NO.	2024-001
DATE	08-17-2024
PROJECT NO.	2024-001
PROJECT NO.	2024-001
PROJECT NO.	2024-001

KIMBERLEY SUBDIVISION RESIDENTIAL PARCEL SUBDIVISION

INDEX LEGEND	
LOCATION:	IN THE NE1/4 OF THE SE1/4 OF SECTION 33-82-21, STORY COUNTY, IOWA
PROPRIETOR:	THOMAS C KIMBERLEY AND DONNA E KIMBERLEY 70804 335TH ST. COLLINS, IA 50055
SURVEY REQUESTED BY:	THOMAS KIMBERLEY
FIELD WORK COMPLETED:	5/11/2018
SURVEY PREPARED BY: RESPOND TO:	CLAPSADDLE-GARBER ASSOCIATES, INC, 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 PHONE 641-752-6701 JHARRIS@CGACONSULTANTS.COM



VICINITY MAP
NTS

FLOODPLAIN:

(ZONE X) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
(ZONE A) NO BASE FLOOD ELEVATIONS DETERMINED
PANEL# 19169C0460E
EFFECTIVE DATE FEBRUARY 20, 2018

ZONING INFORMATION:

A-1 AGRICULTURAL DISTRICT
SINGLE FAMILY DWELLING - L.E.S.A. EXCEPTION
FRONT SETBACK: 50'
REAR SETBACK: 40'
SIDE SETBACK: 10'
MIN LOT WIDTH: 100'
MIN LOT AREA: 1 ACRE
STRUCTURE WIDTH: 20'
MAX STRUCTURE HEIGHT: 40'

CLOSURE:

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT.

NOTES:

1. E911 ADDRESS IS:
70804 335TH ST.
COLLINS, IA 50055
2. ALL NEW LOTS SHALL REQUIRE AN E911 ADDRESS FOR INHABITED STRUCTURES, INCLUDING RESIDENCES & BUSINESSES, TELECOMMUNICATIONS TOWERS & FACILITIES, & FOR ANY PUBLIC ASSEMBLY AREA INCLUDING OPEN-AIR, OUTDOOR ACTIVITIES. E911 ADDRESSES SHALL BE ASSIGNED BY STORY COUNTY AT THE REQUEST OF PROPERTY OWNER.

DISTRICTS:

SCHOOL: COLLINS-MAXWELL COMMUNITY SCHOOL
EMERGENCY SERVICES: COLLINS TOWNSHIP
AMBULANCE: STORY COUNTY
FIRE: COLLINS TOWNSHIP
DRAINAGE: NONE
UTILITY: CONSUMERS ENERGY & IOWA REGIONAL UTILITIES ASSOCIATION
WATERSHED: WOLF CREEK

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET
1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- () RECORDED AS

NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

DESCRIPTION
SEE SHEET 4 OF 4

KIMBERLEY SUBDIVISION
STORY COUNTY

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

Jeremy Harris 8-23-18
JEREMY A. HARRIS, PLS date

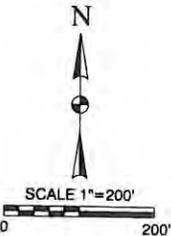
Iowa License Number 22259
My License Renewal Date is December 31, 2019

Pages or sheets covered by this seal:
SHEETS 1 OF 4, 2 OF 4, 3 OF 4 AND 4 OF 4



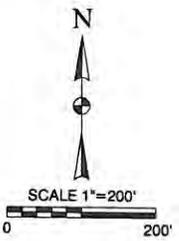
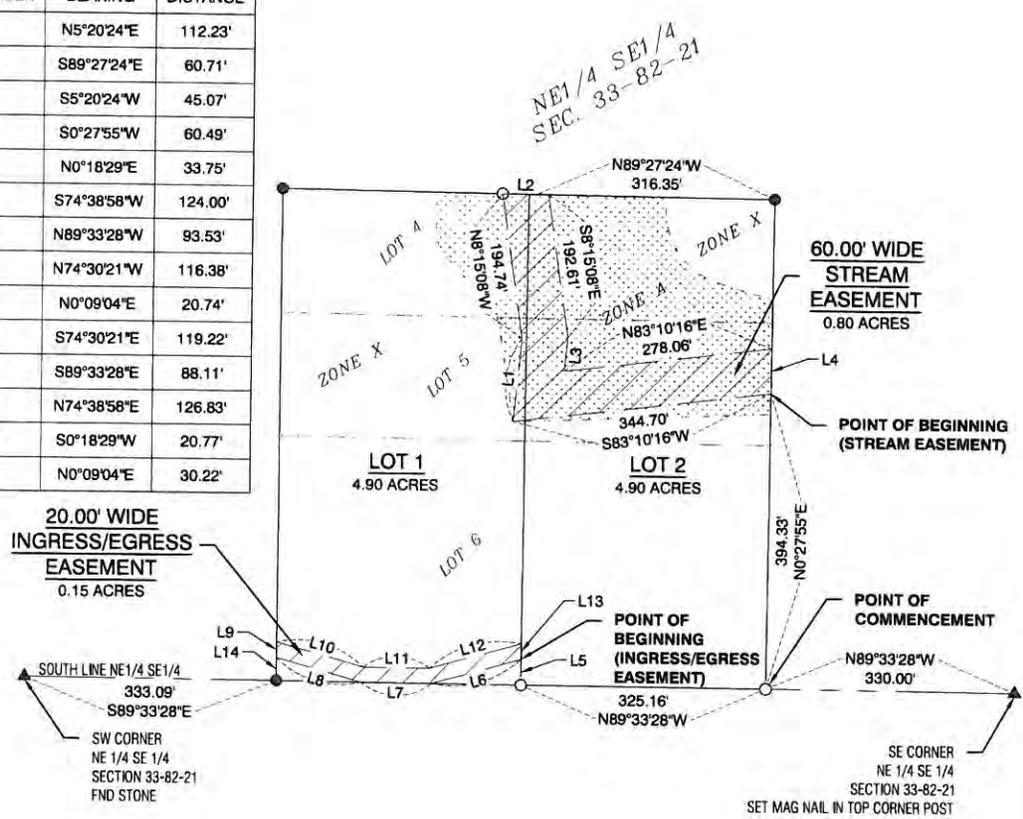
Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgiconsultants.com

DRAWN CAQ/RWA	SHEET NO. 1 OF 4
DATE 08-23-2018	PROJECT NO. 77835.05



EASEMENTS

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	N5°20'24"E	112.23'
L2	S89°27'24"E	60.71'
L3	S5°20'24"W	45.07'
L4	S0°27'55"W	60.49'
L5	N0°18'29"E	33.75'
L6	S74°38'58"W	124.00'
L7	N89°33'28"W	93.53'
L8	N74°30'21"W	116.38'
L9	N0°09'04"E	20.74'
L10	S74°30'21"E	119.22'
L11	S89°33'28"E	88.11'
L12	N74°38'58"E	126.83'
L13	S0°18'29"W	20.77'
L14	N0°09'04"E	30.22'



CGA

Clapsaddle-Garber Associates, Inc.
 16 East Main Street
 Marshalltown, Iowa 50156
 Ph 641-752-6701
 www.cgaconsultants.com

DRAWN	SHEET NO.
CAQ/RWA	3 OF 4
DATE	PROJECT NO.
08-23-2018	77835.05

DESCRIPTION

KIMBERLY SUBDIVISION LOCATED IN LOTS FOUR (4), FIVE (5) AND SIX (6) IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$ SE $\frac{1}{4}$), SECTION THIRTY-THREE (33) IN TOWNSHIP EIGHTY-TWO (82) NORTH, RANGE TWENTY-ONE (21), WEST OF THE 5TH P.M., STORY COUNTY, IOWA, EXCEPT THE WEST TWO HUNDRED (W200) FEET THEREOF

AND

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DESCRIPTION - STREAM EASEMENT

60.00' WIDE STREAM EASEMENT LOCATED IN PART OF LOTS 4 AND 5 IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 82 NORTH, RANGE 21 WEST OF THE 5th P.M., STORY COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE, N0°27'55"E 394.33' ALONG THE EAST LINE OF LOTS 5 AND 6 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33 TO THE POINT OF BEGINNING; THENCE, S83°10'16"W 344.70'; THENCE, N5°20'24"E 112.23'; THENCE, N8°15'08"W 194.74' TO A POINT ON THE NORTH LINE OF LOT 4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE, S89°27'24"E 60.71' ALONG SAID NORTH LINE; THENCE, S8°15'08"E 192.61'; THENCE, S5°20'24"W 45.07'; THENCE, N83°10'16"E 278.06' TO A POINT ON THE EAST LINE OF LOT 5 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE, S0°27'55"W 60.49' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 0.80 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

DESCRIPTION - INGRESS/EGRESS EASEMENT

20.00' WIDE INGRESS/EGRESS EASEMENT LOCATED IN PART OF LOT 6 IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 82 NORTH, RANGE 21 WEST OF THE 5th P.M., STORY COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE, N89°33'28"W 325.16' ALONG THE SOUTH LINE OF SAID LOT 6; THENCE, N0°18'29"E 33.75' TO THE POINT OF BEGINNING; THENCE, S74°38'58"W 124.00' TO A POINT ON THE SOUTH LINE OF LOT 6 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE, N89°33'28"W 93.53' ALONG SAID SOUTH LINE; THENCE, N74°30'21"W 116.38' TO A POINT ON THE WEST LINE OF SAID LOT 6; THENCE, N0°09'04"E 20.74' ALONG SAID WEST LINE; THENCE, S74°30'21"E 119.22'; THENCE, S89°33'28"E 88.11'; THENCE, N74°38'58"E 126.83'; THENCE, S0°18'29"W 20.77' TO THE POINT OF BEGINNING, CONTAINING 0.15 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



Clapsaddle-Garber Associates, Inc
 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
 www.cgaincorporations.com

DRAWN	SHEET NO.
CAQ/RWA	4 OF 4
DATE	PROJECT NO.
08-17-2018	77835.05

Staff Report

Board of Supervisors

Date of Meeting:

August 28, 2018

Case Number SUB08-18

Residential Parcel Subdivision – Kimberley Subdivision

Resolution No. 19-15

APPLICANT: Thomas & Donna Kimberley

70804 335th Street

Collins, IA 50055

STAFF PROJECT MANAGER: Amelia Schoeneman, Planner

SUMMARY: A Residential Parcel Subdivision request to divide one existing parcel to create two proposed lots: proposed Lot 1, a 4.9 net-acre lot containing an existing single-family dwelling and accessory structures, and proposed lot 2, a 4.9 net-acre lot located to the east of proposed lot 1. Neither proposed lots will have road frontage. An existing ingress/egress easement provides access to the parcel from 335th Street. All requirements for a residential parcel subdivision are met. Planning staff recommends approval of the proposed Residential Parcel Subdivision Plat as requested by the applicant.





Property Owners

Thomas & Donna Kimberley
70804 335th Street
Collins, IA 50055

Parcel Identification Number

16-33-400-260

Property Address

70804 335th Street
Collins, IA 50055

Location of Subdivision

Collins Township (Section 3, Township 82, Range 21)

Size of Area

9.8 acres (total net-acreage of subdivision)

Districts

A-1 Agricultural Zoning District
Collins-Maxwell Community School District
Story County Ambulance
Collins Fire
Consumer Energy
Iowa Regional Utilities Association (Central Iowa Water)
Wolf Creek Watershed

Cities within Two Miles

None

Description of Proposed Subdivision

The application is to consider a request for a Residential Parcel Subdivision of a 9.8 net-acre parcel. The proposed subdivision will create two lots:

1. Proposed Lot 1, a 4.9 net-acre lot containing an existing single-family dwelling and accessory structures. Proposed lot 1 is proposed to be located in the western half of the existing parcel.
2. Proposed Lot 2, a 4.9 net-acre lot directly east of proposed lot 1, buildable for a single-family dwelling.

Proposed Lots 1 and 2 will not have road frontage. An existing 30-foot-wide ingress/egress easement provides access to the parcel from 335th Street through the property to the west. Taking access through an easement instead of via road frontage is permitted only for lots



created through the residential parcel subdivision process (see Section 87.07 of the Land Development Regulations).

History of Subject Property

The existing parcel is comprised of three woodlots. The current property owner entered into a real estate contract to purchase the entire parcel in 1979 and built the existing dwelling. A survey divided the western 3.01 acres from the parcel and a deed to the current property owner was subsequently recorded. A deed was recorded in January of 1982 in fulfillment of the real estate contract for the entire parcel and the parcels likely joined as one tax parcel with the filing of the deed in 1982.

The residential parcel subdivision process was adopted in 2012, allowing parcels zoned A-1 agricultural to be divided into two lots buildable for a single-family dwelling with a minimum lot size of one-acre if a dwelling was in existence and other requirements of Chapter 87.07 of the Story County Land Development Regulations, listed below, were met.

Current and Surrounding Land Use

An existing dwelling is located on proposed lot 1. Proposed lot 2 does not contain any structures. A majority of the parcel is covered in trees with Wolf Creek flowing through the northeastern corner. As part of the subdivision, an easement of 60 feet in width is dedicated to the County for Wolf Creek. There are approximately 2.3 acres of floodplain around Wolf Creek on the parcel. To the northeast of Wolf Creek, approximately 1.5 acres of the parcel is used as pasture.

If development occurs in areas covered by natural vegetation, Section 88.05 (2) of the Story County Land Development Regulations requires that no more than 15% of naturally occurring resources shall be removed. If over 15% is removed, mitigation requirements apply. The applicant indicates that the proposed location of the dwelling on lot 2 will be 100 feet to the north of the south lot line and 75 feet to the east of the west lot line. The pasture land and floodplain is not anticipated to be impacted by the development. Approximately 20 trees will be cleared from the area, under the 15% requirement. The applicant has marked hickory saplings on the property to be moved to other areas of the property and contracted with Caudle's Tree Service to complete the work. The proposed mitigation of trees is beyond what is required by the Story County Land Development Regulations.

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



development is compatible with the rural character of the area. The area containing trees and floodplain is also designated as Natural Resource Area by the Cornerstone to Capstone (C2C) Comprehensive Plan. As a principle, development is discouraged in this area and the impacts of development contiguous to Natural Resources Area should be mitigated.

The subject property is located in Collins Township, approximately two miles southeast of the City of Collins. There are four adjacent properties. The 10 net-acre property to the east contains pasture and multiple accessory buildings but does not contain a dwelling. The property to the south is an original quarter quarter in row crop production with grain bins on the far southern edge. The two properties to the west and north both contain one single-family dwelling and multiple accessory buildings and range in size from 2.88 to 16.75 net-acres. All adjacent properties are zoned A-1 Agricultural District.

There are 41 parcels within a half mile of the subject property. Of the 41, 29 are located within unincorporated Story County. The other 12 parcels are located in unincorporated Jasper County. Of the 29 parcels in Story County, 9 contain single-family dwellings. There are also 12 parcels within a half mile of the subject property without dwellings that meet minimum lot size requirements to construct a single-family dwelling.

Applicable Regulations – Story County Land Development Regulations

87.07(1)(A)

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

- a. The development lots created by the subdivision are intended to be used for residential purposes.
- b. Only two development lots may be created.
- c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead, as defined in Section 85.08, in existence.
- d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property, or public use.
- e. The subdivision lies wholly within the A-1 District. For parcels located within the boundaries of the Ames Urban Fringe Plan, the subdivision must be both zoned A-1 Agricultural and lie wholly within the Rural Service and Agricultural Conservation Area designation.
- f. Both development lots (created by the Residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met.
- g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement.
- h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.



- i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat. The proposal meets all of the above requirements for a Residential Parcel Subdivision Plat.

Commentary

The following comments are part of the official record of the proposed Residential Subdivision Plat – Kimberley Subdivision, Case No. 08-18. If necessary, conditions of approval may be formulated based off these comments.

The application materials were forwarded to the members of the Interagency Review Team on July 30, 2018. The following are selected comments:

Story County Planning and Development

Where is development anticipated to occur on proposed Lot 2? A majority of it is covered by natural vegetation. If development occurs in areas covered by natural vegetation, Section 88.05 (2) of the Story County Land Development Regulations requires that no more than 15% of naturally occurring resources shall be removed. If over 15% is removed, Section 88.05 includes mitigation requirements for significant trees, defined as a deciduous tree with a caliper of greater than four inches measured four feet off the ground or a coniferous tree taller than 15 feet. A comprehensive list of requirements with regard to natural vegetation is attached below. Please provide a written statement on how the natural vegetation will be protected when the new dwelling is constructed in accordance with the requirements, if applicable and known. Otherwise, please note these requirements.

The proposed single-family home shall be located as shown on the attached Exhibit within the proposed Lot 2. The applicant will clear approximately 20 trees of various caliper in the area of the new home, septic and access drive, and the remainder of the property will remain as-is. Approximately .61 acres (15% of 4.09 acres) of the clearing is allowed per Section 88.05 without mitigation. The applicant has noted the requirements of Section 88.05 and will not remove more than 15% of the naturally occurring resources on the proposed Lot 2.

What is the land use of the northeast corner of the property?

The existing land at the northeast corner of the property is pasture used for grazing. This use will continue after the construction of the single-family home.

Story County Engineer

My only comment is that Parcel E will also need an easement through the Novinger parcel (staff note: an existing easement satisfies this requirement).

Story County Environmental Health



If a new house will be built on the new lot, the owner will have to apply for a septic permit and, if applicable, a well permit for geothermal or water wells.

Story County Assessor

The Assessor's Office will value Parcel E and Parcel F as separate residential lots.

General Public

Notification letters were mailed to surrounding property owners within a quarter-mile regarding the public meeting on the subdivision request August 21, 2018. No written or verbal comments were received from the general public at the time this staff report was completed.

Analysis

Points to consider in evaluating the applicant's request to divide their property through the Residential Parcel Subdivision Plat process to create two lots for a proposed and existing residential dwelling.

1. All requirements for a Residential Subdivision Plat in Section 87.07 of the Story County Land Development Regulations are met.
2. An existing ingress/egress easement provides access to the parcel from 335th Street through the property to the west. Taking access through an easement instead of via road frontage is permitted only for lots created through the residential parcel subdivision process
3. The subject property is designated as Rural Residential Area by the Cornerstone to Capstone (C2C) Comprehensive Plan and is consistent with the policies for the designation.
4. The area containing trees and floodplain is also designated as Natural Resource Area by the Cornerstone to Capstone (C2C) Comprehensive Plan. All requirements in Section 88.05 (2) of the Story County Land Development Regulations will apply to any future development in the natural resource area. According to the applicant, this area will not be impacted by the construction of a new dwelling beyond the removal of trees. The removal of trees will be in compliance with Section 88.05(2) and mitigation is also proposed beyond the requirements.
5. No agricultural land will be taken out of production to construct a dwelling on proposed Lot 2.
6. Rural residential development fits the existing character of the area and adjacent parcels. There are a total of 41 parcels located within a half mile of the subject property with 29 in Story County and the remaining 12 in Jasper County. Of the 29 in Story County, 9 have single-family dwellings. There are also 12 parcels without dwellings that meet the minimum lot size requirements to construct a single-family dwelling.

Alternatives



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

1. **The Story County Board of Supervisors approves Resolution #19-15 the Residential Parcel Subdivision Plat – Kimberley Subdivision as put forth in SUB08-18.**
2. The Story County Board of Supervisors approves Resolution #19-15, the Residential Parcel Subdivision Plat – Kimberley Subdivision as put forth in SUB08-18 with conditions.
3. The Story County Board of Supervisors denies Resolution #19-15, the Residential Parcel Subdivision Plat – Kimberley Subdivision as put forth in SUB08-18.
4. The Story County Board of Supervisors tables the decision on Resolution #19-15, the Residential Parcel Subdivision Plat – Kimberley Subdivision as put forth in SUB08-18, and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on a future Board of Supervisor's agenda.

SUB 08-18

SUBDIVISIONS



1. Property Owner* (Last Name) <u>KIMBERLEY</u> (First Name) <u>THOMAS & DONNA</u> (Address) <u>70804 335TH ST</u> (City) <u>COLLINS</u> (State) <u>IA</u> (Zip) <u>50055</u> (Phone) <u>515-975-2128</u> (Email) <u>tkkimberley@gmail.com</u>	2. Applicant (if different than owner) (Last Name) <u>HARRIS</u> (First Name) <u>JEREMY</u> (Address) <u>16 E MAIN ST</u> (City) <u>MARSHALLTOWN</u> (State) <u>IA</u> (Zip) <u>50158</u> (Phone) <u>641-752-6701</u> (Email) <u>jharris@CGACONSULTANTS.com</u>
---	---

3. Property Address 70804 335TH ST **Parcel ID Number(s)** 16-33-400-260

4. Certification and Signature

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.
 *Acknowledgement of property owner is required and may occur via email or by signature of this application.

Property Owner Signature Thomas Kimberley Date 6-28-18 Applicant Signature Jeremy Harris Date 6/20/18

<input checked="" type="checkbox"/> Subdivision <u>"SHAG BARK DRIVE"</u> Proposed Name: <u>KIMBERLEY SUBDIVISION</u> Filing Fee/Type (required prior to processing): <input checked="" type="checkbox"/> Residential Parcel Plat (\$175) <input type="checkbox"/> Agricultural Plat (\$175) <input type="checkbox"/> Minor Plat (\$275)** <input type="checkbox"/> Major Plat—Preliminary (\$275)** <input type="checkbox"/> Major Plat— Final (\$175)** **Conceptual Review required	<input type="checkbox"/> Vacation Type: <input type="checkbox"/> Right-of-way <input type="checkbox"/> Plat Submittal Requirements: <input type="checkbox"/> Filing Fee (required prior to processing): \$175 <input type="checkbox"/> Legal description that will be used on all required legal documents (submit as Word document) <input type="checkbox"/> Written description of requested items to be vacated <input type="checkbox"/> See Chapter 87.10 for the vacation process
Submittal Requirements: <input type="checkbox"/> Attend conceptual review meeting <input type="checkbox"/> Legal description that will be used on all required legal documents (submit as Word document) <input type="checkbox"/> Proposed subdivision plat (submit as PDF) <input type="checkbox"/> All required submittal requirements as outlined in Chapter 87 of the Story County Code of Ordinances (87.06(3) for Residential Parcel, 87.07(3) for Agricultural, 87.08(3) for Minor, 87.09(3) for Major-Preliminary and 87.09(5) for Major-Final) <input type="checkbox"/> All required documents for subdivision plats as outlined in Iowa Code Chapter 354.11	Receipt No. <u>518493</u> Receipt Amount <u>175-</u>

RECEIVED
 JUL 24 2018
 STORY CO. PLANNING & DEVELOPMENT

Prepared by and Return to Cahill Law Offices, 1015 5th St., Nevada, IA 50201; Tele: (515) 382-6571
CERTIFICATE OF COUNTY TREASURER

I, RENEE M. TWEDT, do hereby CERTIFY that I am the Treasurer of
Story County, Iowa. I further CERTIFY that the real estate described as follows, to-wit:

Kimberly Subdivision located in Lots Four (4), Five (5) and Six (6) in the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Thirty-three (33), Township Eighty-two (82) North, Range Twenty-one (21) West of the 5th PM, Story County, Iowa, **EXCEPT THE WEST 200 FEET THEREOF.**

AND

WEST 200.0 FEET OF LOTS 4, 5, AND 6 IN THE NE ¼ OF THE SE ¼ SECTION 33, TOWNSHIP 82 NORTH, RANGE 21 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, CONTAINING 3.01 ACRES; SAID DESCRIPTION FORMS A PART OF THE DESCRIPTION IN A REAL ESTATE CONTRACT OF SEPTEMBER 1, 1978 BETWEEN ALLEN STRUTHERS AND MARGARET STRUTHERS, SELLERS, AND THOMAS C. KIMBERLEY AND DONNA E. KIMBERLEY, BUYERS, FOR SALE OF LOTS 4, 5 AND 6 IN THE NE ¼ OF THE SE ¼ SECTION 33, TOWNSHIP 82 NORTH, RANGE 21, WEST OF THE 5TH P.M., STORY COUNTY, IOWA, WHICH CONTRACT WAS RECORDED AT BOOK 152 OF MORTGAGES AT PAGE 196 IN THE OFFICE OF THE STORY COUNTY, IOWA, RECORDER, AND SAID REAL ESTATE CONTRACT REMAINS INTACT EXCEPT FOR THE REAL ESTATE HEREIN CONVEYED.

Parcel Numbers 16-33-4002-60

is free from taxes at the time of this Certification.

DATED at Nevada, Story County, Iowa, this 23rd day of August, 2018.

Renee M. Twedt by *Ardis A. Baldwin,*
Renee M. Twedt Deputy
Treasurer of Story County, Iowa

Prepared by and Return to Cahill Law Offices, 1015 Fifth St., Nevada, IA 50201; Tele: (515)382-6571

ACKNOWLEDGMENT OF CONSENT AND DEDICATION
OF FINAL PLAT OF
KIMBERLEY SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That THOMAS C. KIMBERLEY and DONNA E. KIMBERLEY, of Maxwell, Iowa hereby COVENANTS that he is lawfully seized of the premises described as follows:

Kimberly Subdivision located in Lots Four (4), Five (5) and Six (6) in the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Thirty-three (33), Township Eighty-two (82) North, Range Twenty-one (21) West of the 5th PM, Story County, Iowa, **EXCEPT WEST 200 FEET THEREOF.**

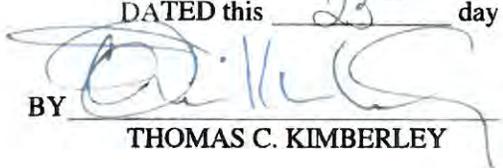
AND

WEST 200.0 FEET OF LOTS 4, 5, AND 6 IN THE NE ¼ OF THE SE ¼ SECTION 33, TOWNSHIP 82 NORTH, RANGE 21 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, CONTAINING 3.01 ACRES; SAID DESCRIPTION FORMS A PART OF THE DESCRIPTION IN A REAL ESTATE CONTRACT OF SEPTEMBER 1, 1978 BETWEEN ALLEN STRUTHERS AND MARGARET STRUTHERS, SELLERS, AND THOMAS C. KIMBERLEY AND DONNA E. KIMBERLEY, BUYERS, FOR SALE OF LOTS 4, 5 AND 6 IN THE NE ¼ OF THE SE ¼ SECTION 33, TOWNSHIP 82 NORTH, RANGE 21, WEST OF THE 5TH P.M., STORY COUNTY, IOWA, WHICH CONTRACT WAS RECORDED AT BOOK 152 OF MORTGAGES AT PAGE 196 IN THE OFFICE OF THE STORY COUNTY, IOWA, RECORDER, AND SAID REAL ESTATE CONTRACT REMAINS INTACT EXCEPT FOR THE REAL ESTATE HEREIN CONVEYED

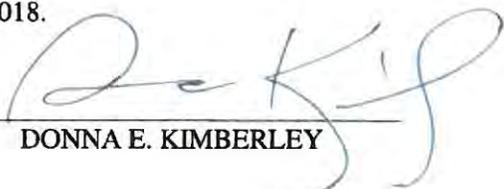
AND, THOMAS C. KIMBERLEY and DONNA E. KIMBERLEY, Husband and Wife, does hereby certify that the accompanying Plat of the above-described real estate to be known as Kimberley Subdivision to Story County, Iowa, is with their free consent in accordance with their desire.

DATED this 23rd day of August, 2018.

BY

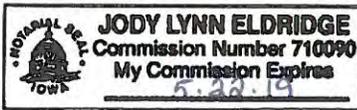

THOMAS C. KIMBERLEY

BY


DONNA E. KIMBERLEY

STATE OF IOWA :
:ss
STORY COUNTY :

23rd Subscribed and sworn to before me by Thomas C. Kimberley and Donna E. Kimberley, this day of August, 2018.



Jody Lynn Eldridge
NOTARY PUBLIC in and for the State of Iowa

CAHILL LAW OFFICES

DONALD L. NELSON (1922-1984)
THOMAS J. CAHILL
JOSEPH R. CAHILL

1015 5TH STREET
POST OFFICE BOX 88
NEVADA, IOWA 50201

TELEPHONE (515) 382-6571
FAX (515) 382-4338

July 23, 2018

Tom Kimberley
33343 US Highway 65
Collins, Iowa 50055

Greetings:

At your request we have examined the Abstract of Title to the following described real estate situated in **STORY** County, Iowa:

Lots Four (4), Five (5) and Six (6) in the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Thirty-three (33), Township (82) North, Range Twenty-one (21) West of the 5th PM, Story County, Iowa.

The Abstract submitted to us for examination consisting of 31 entries has been certified down to and including the 11th day of July, 2018, at 8:00 o'clock A.M., by Abstract & Title Services of Story County.

In giving this opinion we can only pass upon the title as shown in the above-described abstract. Based upon our examination we are of the opinion that good and merchantable title rests in Thomas C. Kimberley and Donna E. Kimberley, husband and wife, with full rights of survivorship and not as tenants in common.

Subject to the following:

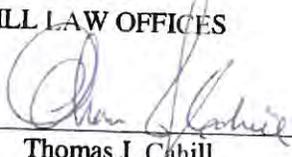
(1) The property under examination is subject to the zoning ordinances of Story County. If there is any questions concerning you should consult the Zoning Administrator. The current zoning indicates that this property is A - 1 agricultural district.

(2) Real Estate taxes for the past fiscal year have been paid in full. The current fiscal year have not yet been certified for collection.

No other matters appear on the face of the Abstract which would affect the merchantability of title.

CAHILL LAW OFFICES

BY


Thomas J. Cahill
Title Guaranty No. 2573

TJC:je

PUBLIC DRAINAGE EASEMENT

KNOW ALL PERSONS BY THIS INSTRUMENT:

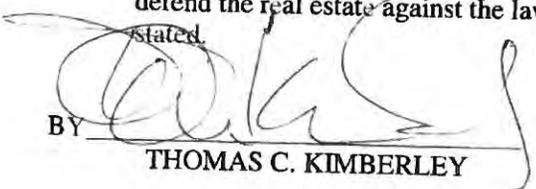
That the undersigned Thomas C. Kimberley and Donna E. Kimberley, Husband and Wife, ("**Grantor**"), for good and valuable consideration does hereby grant unto Story County, Iowa ("**Grantee**"), and its successors and assigns, drainage easements upon, underground, over or across the following described real estate:

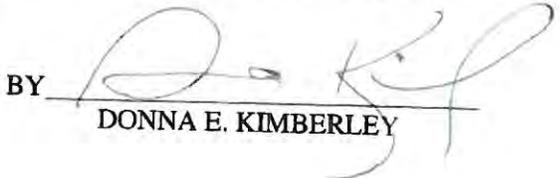
60.00' WIDE STREAM EASEMENT LOCATED IN PART OF LOTS 4 AND 5 IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 82 NORTH, RANGE 21 WEST OF THE 5th P.M., STORY COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE, N0°27'55"E 394.33' ALONG THE EAST LINE OF LOTS 5 AND 6 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33 TO THE POINT OF BEGINNING; THENCE, S83°10'16"W 344.70'; THENCE, N5°20'24"E 112.23'; THENCE, N8°15'08"W 194.74' TO A POINT ON THE NORTH LINE OF LOT 4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE, S89°27'24"E 60.71' ALONG SAID NORTH LINE; THENCE, S8°15'08"E 192.61'; THENCE, S5°20'24"W 45.07'; THENCE, N83°10'16"E 278.06' TO A POINT ON THE EAST LINE OF LOT 5 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE, S0°27'55"W 60.49' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 0.80 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

(the "Easement Area") upon the following terms and conditions:

1. Purpose of Easement Grant. The Easement herein granted shall be for the purpose of widening, improving or protecting streams located within the Easement Area, as necessary.
2. Obstructions Prohibited. Grantor and its grantees, successors, heirs, and assigns shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining prior written consent of the Grantee, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining prior written consent of the County.
3. Change of Grade Prohibited. Grantor and its grantees, successors, heirs, and assigns shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of Grantee. Grantee shall have the right to restore unapproved changes without prior consent of Grantor.
4. Grantee's Rights of Access. Grantee shall have the right of access to the Easement Area and shall have all rights of ingress and egress to the Easement Area reasonably necessary to effectuate the purposes of this Easement.

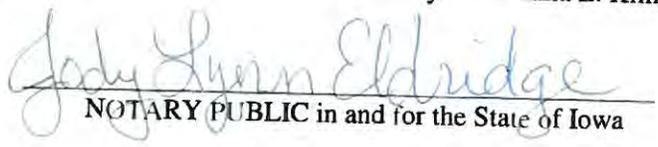
5. Restoration of Property. Grantee shall restore the Easement Area after exercising any of its rights granted herein, provided, however, Grantee's duty of restoration shall be limited to grading and replacement of grass, sod, turf, natural landscaping, and any other ground cover. Grantee shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any other improvements located within the Easement Area.
6. Easement for Benefit of Grantee. This Easement shall be for the benefit of Grantee, its successors and assigns, and its permittees and licensees.
7. Non-Exclusive Easement to Run with Land. This Easement is non-exclusive, which shall be perpetual in nature, shall run with the land, and shall be binding upon Grantor and Grantor's successors, heirs, and assigns.
8. Conditions Precedent. This Easement shall be without force or effect unless and until the Story County Board of Supervisors has provided final approval for the Easement, and has accepted the Final Plat of Dougherty's Subdivision, by duly executed resolution of the Board.
9. Warranty of Title. Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that Grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantor covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated.

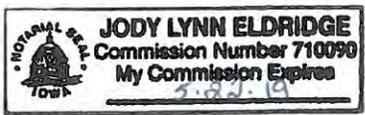
BY 
 THOMAS C. KIMBERLEY

BY 
 DONNA E. KIMBERLEY

STATE OF IOWA :
 :ss
 STORY COUNTY :

21st Subscribed and sworn to before me by Thomas C. Kimberley and Donna E. Kimberley, this day of August, 2018.


 NOTARY PUBLIC in and for the State of Iowa



Prepared by and Return to Cahill Law Offices, 1015 Fifth St., Nevada, IA 50201; Tele: (515)382-6571

RIGHT-OF-WAY PERMIT AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

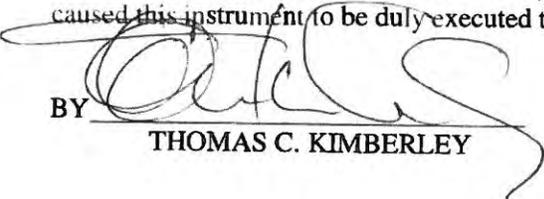
That KIMBERLEY SUBDIVISION in and for consideration of the sum of ONE DOLLAR and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to THOMAS C. KIMBERLEY and DONNA E. KIMBERLEY as owners of Lot 2 in this subdivision their successors, and assigns, the perpetual right to use for themselves, the areas included in this easement for the purpose of ingress and egress upon, across or under the following described real estate situated in Story County, Iowa:

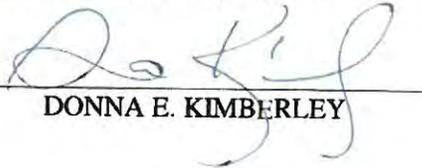
Ingress/Egress Easement for the following described real estate:

20.00' WIDE INGRESS/EGRESS EASEMENT LOCATED IN PART OF LOT 6 IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 82 NORTH, RANGE 21 WEST OF THE 5th P.M., STORY COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE, N89°33'28"W 325.16' ALONG THE SOUTH LINE OF SAID LOT 6; THENCE, N0°18'29"E 33.75' TO THE POINT OF BEGINNING; THENCE, S74°38'58"W 124.00' TO A POINT ON THE SOUTH LINE OF LOT 6 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE, N89°33'28"W 93.53' ALONG SAID SOUTH LINE; THENCE, N74°30'21"W 116.38' TO A POINT ON THE WEST LINE OF SAID LOT 6; THENCE, N0°09'04"E 20.74' ALONG SAID WEST LINE; THENCE, S74°30'21"E 119.22'; THENCE, S89°33'28"E 88.11'; THENCE, N74°38'58"E 126.83'; THENCE, S0°18'29"W 20.77' TO THE POINT OF BEGINNING, CONTAINING 0.15 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

The foregoing right is granted upon the express condition that the use of this easement over the described property will be done with due care in its exercise of the granted right.

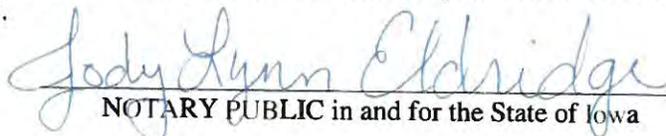
IN WITNESS WHEREOF, Thomas C. Kimberley and Donna E. Kimberley, has caused this instrument to be duly executed this 21st day of August, 2018.

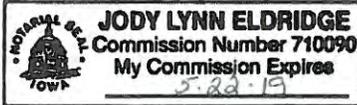
BY 
THOMAS C. KIMBERLEY

BY 
DONNA E. KIMBERLEY

STATE OF IOWA :
:ss
STORY COUNTY :

21st Subscribed and sworn to before me by Thomas C. Kimberley and Donna E. Kimberley, this day of August, 2018.


NOTARY PUBLIC in and for the State of Iowa



DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Emily Zandt, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 19-20**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Bradley S. and Karmen Plunkett, 29219 660th Avenue, Maxwell, Iowa involving the real estate located in the northeast quarter of the northeast quarter of Section 10 in Indian Creek Township at 29219 660th Avenue, Maxwell, Iowa and identified as Parcel #15-10-200-205 and Parcel #15-10-200-275, hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Bradley S. and Karmen Plunkett are the legal titleholders of said real estate, and

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

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

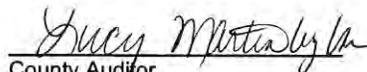
NOW, THEREFORE, BE IT RESOLVED that the plat of B&K Plunkett Residential Parcel Subdivision involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted and all acts and deeds of the said owners and grantors in the premises are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

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution 19-20 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 28th day of August, 2018.



Board of Supervisors
Story County, Iowa



County Auditor
Story County, Iowa

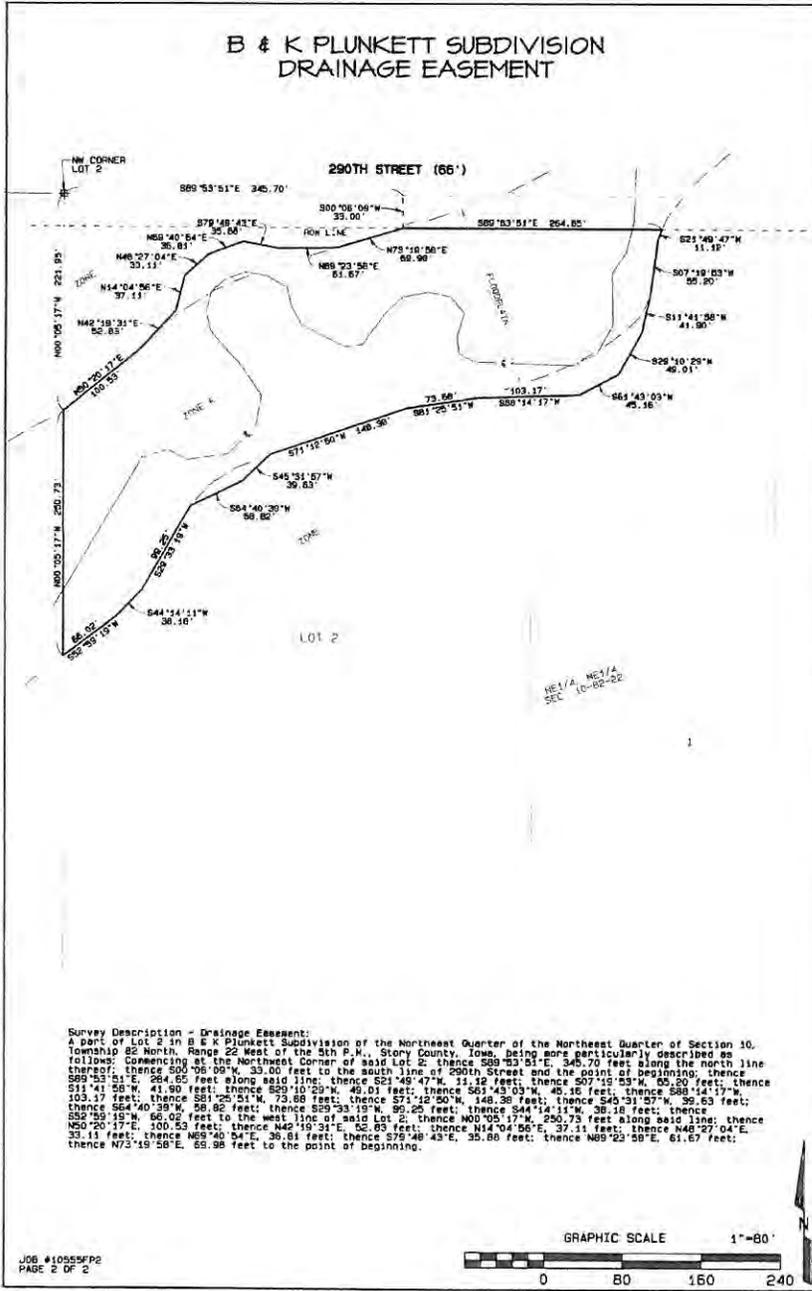
Moved by: Chitty
Seconded by: Olson
Voting Aye: Chitty, Olson, Sanders
Voting Nay: None
Absent: None

ATTACHMENT A

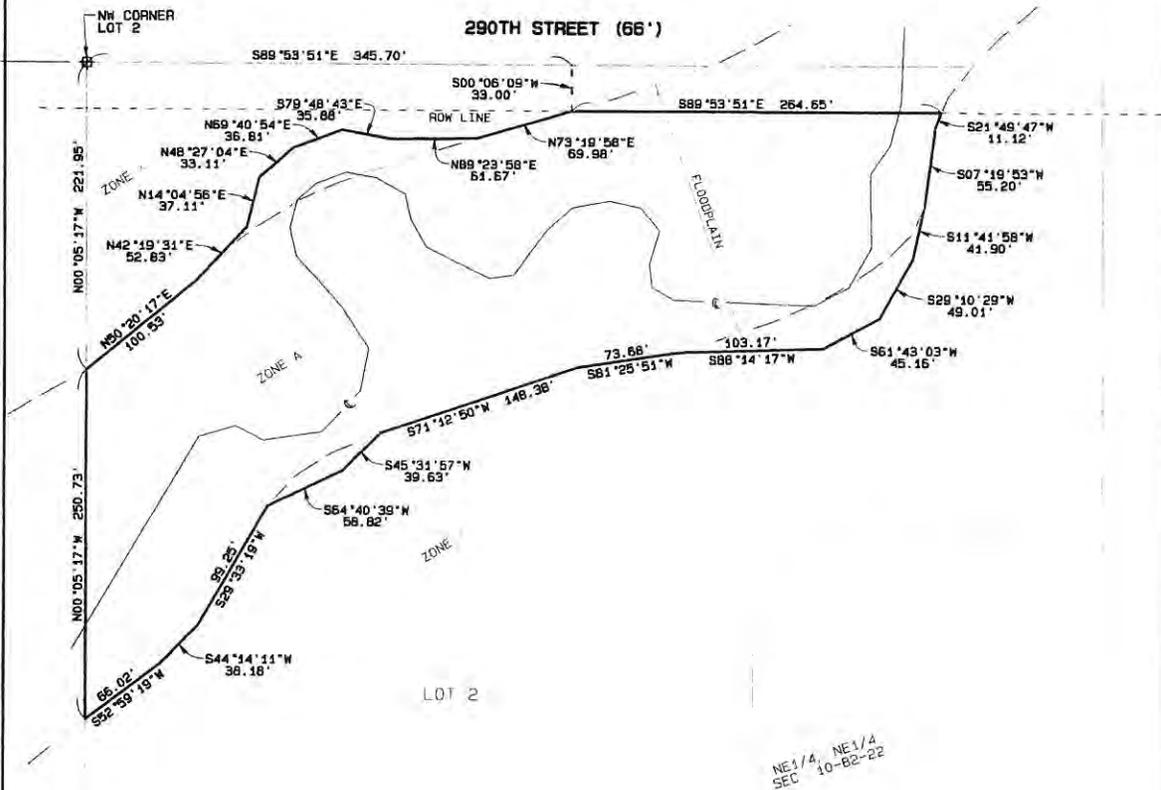
Legal Description

A Residential Parcel Subdivision of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Ten (10), Township Eighty-two (82) North, Range Twenty-two (22) West of the 5th PM, Story County, Iowa, being more particularly described as follows: Beginning at the Northeast Corner of said Section Ten (10); thence S00°06'41"E 1,317.33 Feet to the Southeast Corner of said Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4); thence N89°50'38"W 1,319.18 Feet to the Southwest Corner thereof; thence N00°05' 17"W 1,316.09 Feet to the Northwest Corner thereof; thence S89°53'51"E 1,318.65 Feet to the point of beginning, containing 39.87 acres, which includes 1.97 acres of existing public right of way.

ATTACHMENT B CONTINUED



B & K PLUNKETT SUBDIVISION DRAINAGE EASEMENT



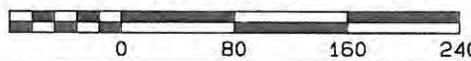
NE 1/4, NE 1/4
SEC 10-82-22

1

Survey Description - Drainage Easement:

A part of Lot 2 in B & K Plunkett Subdivision of the Northeast Quarter of the Northeast Quarter of Section 10, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Northwest Corner of said Lot 2; thence S89°53'51"E, 345.70 feet along the north line thereof; thence S00°06'09"W, 33.00 feet to the south line of 290th Street and the point of beginning; thence S89°53'51"E, 264.65 feet along said line; thence S21°49'47"W, 11.12 feet; thence S07°19'53"W, 55.20 feet; thence S11°41'58"W, 41.90 feet; thence S29°10'29"W, 49.01 feet; thence S61°43'03"W, 45.16 feet; thence S88°14'17"W, 103.17 feet; thence S81°25'51"W, 73.68 feet; thence S71°12'50"W, 148.38 feet; thence S45°31'57"W, 39.63 feet; thence S64°40'39"W, 58.82 feet; thence S29°33'19"W, 99.25 feet; thence S44°14'11"W, 38.18 feet; thence S52°59'19"W, 66.02 feet to the west line of said Lot 2; thence N00°05'17"W, 250.73 feet along said line; thence N50°20'17"E, 100.53 feet; thence N42°19'31"E, 52.83 feet; thence N14°04'56"E, 37.11 feet; thence N48°27'04"E, 33.11 feet; thence N69°40'54"E, 36.81 feet; thence S79°48'43"E, 35.88 feet; thence N89°23'58"E, 61.67 feet; thence N73°19'58"E, 69.98 feet to the point of beginning.

GRAPHIC SCALE 1"=80'



Staff Report

Board of Supervisors

Date of Meeting:
August 28, 2018

Case Number SUB10-18

Residential Parcel Subdivision – B&K Plunkett Subdivision
Resolution No. 19-20

APPLICANT: Bradley S. & Karmen Plunkett
29219 660th Avenue
Maxwell, IA 50161

STAFF PROJECT MANAGER: Emily Zandt, Planner

SUMMARY: A Residential Parcel Subdivision request to reconfigure the northeast quarter of the northeast quarter of Section 10 in Indian Creek Township to create two proposed lots: proposed Lot 1, a 28.50 net-acre lot containing the existing single-family dwelling and accessory structures, and proposed Lot 2, a 9.40 net-acre lot located in the northwest corner of the quarter quarter buildable for a single-family dwelling. Proposed Lot 1 will have frontage along both 660th Avenue and 290th Street and proposed Lot 2 will have frontage along 290th Street. All requirements for a Residential Parcel Subdivision are met. Planning staff recommends approval of the proposed Residential Parcel Subdivision Plat as requested by the applicant.





Property Owners

Bradley S. & Karmen Plunkett
29219 660th Avenue
Maxwell, IA 50161

Parcel Identification Number

15-10-200-205 and 15-10-200-275

Property Address

29219 660th Avenue
Maxwell, IA 50161

Location of Subdivision

Indian Creek Township (Section 10, Township 82, Range 22)

Size of Area

38.00 net acres

Districts

A-1 Agricultural Zoning District
Collins-Maxwell Community School District
Story County Ambulance
Maxwell Fire
Consumers Energy
Iowa Regional Utilities Association (Central Iowa Water)
Indian Creek Watershed

Cities within Two Miles

None

Description of Proposed Subdivision

The application is to consider a request for a Residential Parcel Subdivision to reconfigure the northeast quarter of the northeast quarter (38.0 net-acres) of Section 10 in Indian Creek Township. The proposed subdivision will create two lots:

1. Proposed Lot 1, a 28.50 net-acre lot containing the existing single-family dwelling and agricultural/accessory structures
2. Proposed Lot 2, a 9.40 net-acre lot located in the northwest corner of the quarter quarter buildable for a single-family dwelling.



Proposed Lot 1 will have frontage along both 660th Avenue and 290th Street and proposed Lot 2 will both have frontage along 290th Street. 660th Avenue and 290th Street are both gravel County Roads.

History of Subject Property

The existing parcels were created in 1993 when Parcel B (4.08 net acres) was divided from the original quarter quarter through a plat of survey. The existing single-family dwelling located on Parcel B was also constructed in 1993. According to Story County Planning and Development Regulations, a subdivision plat shall be made to further divide a parcel when a parcel has already been divided after July 1, 1990.

Proposed Lot 1 contains the existing single-family dwelling, agricultural structures, a tree windbreak, and approximately 22 acres in agricultural row crop production. Ruppel Creek runs through the northwestern corner of proposed Lot 2. Proposed Lot 2 is partially wooded and currently is used for cattle grazing. There is one agricultural structure located on proposed Lot 2 for which an agricultural exemption is currently being reviewed.

The Residential Parcel Subdivision process was adopted in 2012, allowing parcels zoned A-1 agricultural to be divided into two lots buildable for a single-family dwelling with a minimum lot size of one-acre if a dwelling was in existence and other requirements of Chapter 87.07 of the Story County Land Development Regulations, listed below, were met.

Current and Surrounding Land Use

An existing dwelling and several agricultural structures are located on proposed Lot 1. This area is primarily designated Agricultural Conservation Area by the Cornerstone to Capstone (C2C) Comprehensive Plan. A majority of proposed Lot 1 is in agricultural production, which will remain following the proposed subdivision.

Proposed Lot 2 contains an accessory structure used for livestock. A portion of proposed Lot 2, primarily following the creek, is designated Natural Resource Area on the Cornerstone to Capstone (C2C) Future Land Use Map. The C2C Plan discourages development within the Natural Resource Area designation. Planning and Development staff have informed the property owners of Section 88.05 (2) of the Story County Land Development Regulations which includes requirements on mitigation and that no more than 15% of naturally occurring resources shall be removed. This includes the driveway, building footprint, and site grading. A Drainage Easement has been prepared to protect the creek that runs through proposed Lot 2. There is floodplain designated area on either side of the creek, however this area only covers approximately 25% of proposed Lot 2, leaving space for development. The proposed dwelling is planned to be constructed in the area to the south and east of the creek, outside of the Natural Resource Area destination. No ground will be taken out of agricultural production. The purpose of this subdivision is to construct a single-family dwelling for a family member.



The subject property is located in Indian Creek Township, approximately 0.75 miles east of Iowa Center, 2.25 miles north of the City of Maxwell, and approximately 5 miles southeast of the City of Nevada. The subject property is surrounded by land in agricultural production to the north, east, and south. The property immediately adjacent to west of the subject property is designated natural area and is open pasture space. All properties are zoned A-1 Agricultural District. The Vanderwal Residential Parcel Subdivision, approved and recorded in 2017, is located approximately 650 feet to the south of the subject property.

There are a total of 47 parcels located within a half mile of the subject property. All parcels are located within unincorporated Story County and 13, including the subject property, contain a single-family dwelling. There are also 22 parcels within a half mile of the subject property without dwellings that meet minimum lot size requirements to construct a single-family dwelling. There are four (4) existing dwellings within a quarter mile of the proposed subdivision.

Applicable Regulations – Story County Land Development Regulations

87.07(1)(A)

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

- a. The development lots created by the subdivision are intended to be used for residential purposes.
- b. Only two development lots may be created.
- c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead, as defined in Section 85.08, in existence.
- d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property, or public use.
- e. The subdivision lies wholly within the A-1 District. For parcels located within the boundaries of the Ames Urban Fringe Plan, the subdivision must be both zoned A-1 Agricultural and lie wholly within the Rural Service and Agricultural Conservation Area designation.
- f. Both development lots (created by the Residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met.
- g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement.
- h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.
- i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat. The proposal meets all of the above requirements for a Residential Parcel Subdivision Plat.



Commentary

The following comments are part of the official record of the proposed Residential Subdivision Plat – B&K Plunkett Subdivision, Case No. 10-18. If necessary, conditions of approval may be formulated based off these comments.

The application materials were forwarded to the members of the Interagency Review Team on August 8, 2018.

Story County Planning and Development

Please provide a statement regarding the purpose of this subdivision.

To construct a single-family dwelling for a family member.

Where is development anticipated to occur on proposed Lot 2?

The single-family dwelling is planned to be located in the southern portion of Lot 2.

Are there any restrictive covenants proposed for the subdivision?

No.

Story County does not have record of a Zoning Permit or Agricultural Exemption for the structure on proposed Lot 2. Do you have a record of a permit or exemption? If not, please submit a Zoning Permit Application and Agricultural Exemption Application, which can be found here:

<https://www.storycountyiowa.gov/425/Applications-and-Permits>

Currently under review.

Story County Engineer

Do you intend to use the existing access for proposed Lot 2? Any new driveways will need a permit from the Story County Secondary Roads Department. *Will use existing access drive.*

Story County Assessor

Proposed Lot 2 will be valued as a buildable residential lot for the 2019 assessment.

General Public

Notification letters were mailed to surrounding property owners regarding the public meeting on the subdivision request on August 21, 2018. No written or verbal comments were received from the general public at the time this staff report was completed.

Analysis

Points to consider in evaluating the applicant's request to divide their property through the Residential Parcel Subdivision Plat process to create two lots for a proposed and existing residential dwelling.

1. All requirements for a Residential Subdivision Plat in Section 87.07 of the Story County Land Development Regulations are met.



2. Both proposed lots have frontage to a County road.
3. No agricultural land will be taken out of production to construct a dwelling on proposed Lot 2.
4. All requirements in Section 88.05 (2) of the Story County Land Development Regulations will apply to any future development in the Natural Resource Area and Cornerstone to Capstone (C2C) land use policies.
5. There are a total of 47 parcels located within a half mile of the subject property and 13, including the subject property, contain single-family dwellings. There are also 22 parcels within a half mile of the subject property without dwellings that meet minimum lot size requirements to construct a single-family dwelling. There are four (4) existing dwellings within a quarter mile of the proposed subdivision.

Alternatives

Story County Planning & Development Staff recommend the approval of B&K Plunkett Residential Parcel Subdivision Plat as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #19-20, the Residential Parcel Subdivision Plat – B&K Plunkett Subdivision as put forth in SUB10-18.**
2. The Story County Board of Supervisors approves Resolution #19-20, the Residential Parcel Subdivision Plat – B&K Plunkett Subdivision as put forth in SUB10-18 with conditions.
3. The Story County Board of Supervisors denies Resolution #19-20, the Residential Parcel Subdivision Plat – B&K Plunkett Subdivision as put forth in SUB10-18.
4. The Story County Board of Supervisors tables the decision on Resolution #19-20, the Residential Parcel Subdivision Plat – B&K Plunkett Subdivision as put forth in SUB10-18, and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on a future Board of Supervisor's agenda.

EXAMPLE



The Story County Board of Supervisors invites you to a
Community Meeting
Southwest Story County

*Invited: Trustees from Washington, Palestine, Union, and Grant Townships;
Ballard School District; elected officials from the communities of Cambridge, Huxley,
Kelley, Slater and Sheldahl*

Tentative Agenda

Wednesday – November 1, 2017
6 pm – 7 pm
Nord Kalsem Community Center
204 West 5th Street
Huxley, Iowa

- I. Welcome and Introductions
- II. What's happening in Story County?
- III. Discussion and updates
- IV. 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.



County Outreach and Special Projects Manager
Story County, Iowa
Administration Building
900 6th Street, Nevada, Iowa 50201

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www.storycountyiowa.gov

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP, CFM
RE: 2018 Story County Fair Summary
DATE: August 28, 2018

For the second year, Story County had a presence with a booth at the Story County 4H Fair. The results of a follow-up survey distributed to those that helped staff the booth begin on page two.

This year, in response to comments from the 2017 Fair, we changed some things, including:

- Reduced shift length from 2 hours to 1.5 hours each
- Set-up later on the first day of the Fair and tear down scheduled for the second to last evening rather than the next morning.
- Giveaways:
 - Grocery bags – 100 bags ordered at \$1.65 each with \$50 set-up fee
 - Frisbees
 - Chapstick
- Location – we tried to relocate by the cattle barn. While approved to do such, once on site and looking at set-up, it was decided it was not an adequate location for the tents without impeding pedestrian flow to and from the main area, and our booth would be right in the way of the area that cattle are being led in/out and washed.
- Raising Readers joined us, with books available for children to read as well as take with them!

This year, over 20 County staff members helped with the preparation, staffing, tear down (and much more) for the booth.

Conservation offered (and delivered, set-up and tore down) tents, tables and chairs. This year, unfortunately, the wind that came up the last evening of the Fair damaged one of Conservation's tents.

Facilities Management staff provided us with a rug and tarp, and helped us load and unload materials, making that part of the process move right along.





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As you review the comments starting on below, one idea for next year jumps out – foregoing the booth and “hosting” a Story County night at the Fair. Many of the resources and staff time that go into the preparation and maintenance of the booth could possibly be more effective with such a focused effort.

How do you think your shift(s) at the fair went?

- I think it went well.
- Slow but well
- It went okay. I had minimal traffic.
- Good
- It went well. Good weather!
- Very well, Leanne and her staff did most of the work before I arrived and we talked to a few people interested in County Services.
- Okay, not too many people. I thought that the length of the shift was perfect.
- Both shifts went well. I think 1 1/2 hours per shift is a good amount of time.
- Fine, no issues.
- Poorly attended
- Fairly slow
- Good
- Wonderful.
- I think all of them went well.
- Modestly attended both times. Was asked some interesting questions
- Good

Approximately how many visitors did you have per hour? Any suggestions on how to increase participation?

- About one per hour. I think if the booth were facing the main traffic pattern instead of the side more people might stop and look.
- Maybe five per hour? I think we should ask about a different location next time.
- 1 - kid
- 2 We could move to a better location
- 5-8 = unless you invite them in, most people just walk by
- We talked to 4 to 5 people per hour. The people, especially young people, like give away items. The young people also liked to play the games.
- Maybe 3 to 4
- 8





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- A family of three stopped by. There was a lot of material displayed on the tables, maybe it was too imposing and didn't promote a friendly or welcoming stop?
- For the 1 1/2 hours, there were 6 adults and 7 kids
- 2 or 3; I don't think the location is ideal
- 1 or 2, I was part of the initial fair set up
- 5-12
- 5-10
- 5-6 I think we do a super job on providing information.
- 6 visitors per hour.

Visitors were more interested in the printed materials, etc. from which departments?

- Conservation and Emergency Services
- Conservation - specifically IRVM
- The Raising Readers corner
- Mostly wanted free stuff, one question on radon.
- Freebies -- Board of Supervisors, Conservation, playing the wheel game
- I talked to someone interested in drainage district issues and the reading program.
- Didn't really notice anything in particular.
- Emergency Management and Conservation
- Free children's books.
- Chap stick, free kiddo books, and Conservation handouts
- Sheriff
- Not many visitors during the time I was there
- I would say Conservation
- Conservation
- Conservation and Secondary Roads
- The frisbees were a hit.

Which department(s) did you receive questions about?

- Conservation
- Conservation
- None
- Health
- Conservation
- Drainage Districts
- Environmental Health
- No questions were received





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- No particular department.
- Health Department; not many questions
- None
- None
- Conservation
- Received questions on the new park coming to Ames, Can't remember the name on it but there were brochures.
- BOS/Conservation/Secondary Roads/Assessor/Treasurer
- IRVM/DD Program

Do you feel as if you received enough direction/guidance on how to work the booth? If no, what can we provide you with to make you feel better prepared?

- The information about arriving 10 minutes early and wearing my badge I didn't read until I got to the booth and read the book. That would have been good to know ahead of time. But otherwise, I thought everything was explained well.
- Yes
- Yes
- Yes, enough guidance.
- Yes
- Yes thank you.
- Yes I received enough direction
- Possibly more communication that beginning/ending shifts will set up/close the booth. Also could not locate the map of the booth so information was placed in the correct location.
- Yes, no issues.
- Asked to show up
- Yes
- Yes
- A map of the fair included in the email communications would be nice, if fair goers ask a question about where the restrooms are located or where an event is taking place it would be nice to be able to direct them.
- I think so. I had to ask about the books, if they were to be read there or were available to take home
- I was fine
- Yes

Do you feel that the location of the booth was in a good location?





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- Yes
- No - it would be much better if we could face the road where most people are traveling.
- Not sure.
- No, bad location
- Too close to animals...
- Yes by the food is good because people wandered from there to our booth.
- Yes
- Yes
- It was a very good location, lots of foot traffic to the 4-H booth.
- Yes
- No
- Is it possible to get space indoors? That would help with managing all the papers.
- Great location
- Yes
- Good enough
- No. It could be relocated to pick up more traffic.

Please use this space to list any suggestions/ideas for improvements for next year.

- I can't think of any suggestions.
- Thanks for organizing!
- I would suggest hosting a night at the fair or cut back on the amount of time we are there and the materials. It is great that we have a presence there but from my experience, we haven't had much traffic. It could be the location or maybe people are just not interested in what we have to offer at our booth.
- Loved the free books for kids. We need to move along side the cattle barn on the main road.
- Fan in the booth area, all papers/flyers in some kind of holder
- Maybe more games for young people and items to give away. They liked the bags and books.
- I do not have any
- Coordinate the times of the booth with the various livestock shows.
- Maybe a smaller tent? So as not to overwhelm the visitors, maybe down-size the clutter and place departmental information in a vertical rack - one slot for each dept. and maybe a big bowl of candy placed next to it.
- Shorter time period
- Try to get a better location





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- Perhaps playing a video featuring the different departments or large projects being worked on.
- Some interactive information would bring more visitor interest and that might carry over into conversations at work, etc, so people get excited about what Story County has to offer.
- The Frisbees, bags, and Wheel of destruction were the biggest hits. Everyone loves free stuff. I think the information was laid out well and was easy to find. Had a lot of kids coming over asking questions.
- More bling for the folks with our branding
- Free stuff for the kids seems like the way to go to get the parents to stop by and chat.

