

The Board of Supervisors met on 12/18/18 at 10:00 a.m. in the Story County Administration Building. Members present: Rick Sanders, Martin Chitty, and Lauris Olson, with Sanders presiding. (all audio of meetings available at [storycountyowa.gov](http://storycountyowa.gov)).

**RECOGNITION OF PAULA HABERMANN FOR HER 20 YEARS OF SERVICE** – Sanders stated appreciation for Habermann’s years of service, breadth of knowledge, and numerous duties; he presented her with a plaque.

**RECOGNITION OF JOLENE VAN WAUS FOR HER 32 YEARS OF SERVICE** – Sanders reported on Van Waus’s many years of service, and stated the County’s appreciation. Mike Cox, Conservation Director, praised her work. Sanders presented Van Waus with a plaque.

**DRAFT STORY COUNTY COMMUNITY INFRASTRUCTURE GRANT PROGRAM** – Sanders provided background information, and stated consideration should be deferred to a later date. Leanne Harter, County Outreach and Special Projects Manager, stated the program is in draft form and still needs a funding mechanism; she seeks direction from the Board. Harter stated the intent of the program is to provide monetary assistance for infrastructure projects in support of business expansion, relocation, and job creation. Dustin Ingram, Ames Economic Development Commission (AEDC), provided additional information. Olson reported on concerns. Discussions took place. Chitty moved, Olson seconded discussion of the concept in early 2019 for the new Board. Motion carried unanimously (MCU) on a roll call vote.

**MINUTES: 12/11/18 Minutes** – Chitty moved, Olson seconded the approval of Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) pay adjustment, effective 1/6/19, in a) Community Services for Jennifer Kerns @ \$17.87/hr; b) Facilities Management for Kevin Warren @ \$21.05/hr; c) Secondary Roads for Kevin DeHaven @ \$23.53/hr; d) Sheriff’s Office for Nicholas Hochberger @ \$3,105.21/bw; Samantha Kunc @ \$1,870.40/bw; Jordan Lentz @ \$2,006.40/bw; Adam Luke @ \$2,096.80/bw; Alex Muhlenburg @ \$1,870.40/bw; Kyle Schultz @ \$2,529.60/bw. Olson moved, Chitty seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

Chitty moved, Olson seconded the approval of Consent Agenda as presented with the removal of board appointment items for individual consideration.

9. Resolution #19-52, to set a date and time for a public hearing for 1/15/19 for consideration of the proposed plans, specifications, and form of contract to repair damages to the Heart of Iowa Nature Trail (HOINT) caused by June 2018 flooding
10. Resolution #19-54, to abate taxes against said mobile homes due to affidavit of removal of valueless home, pursuant to *Code of Iowa* §435.25(3)
11. Resolution #19-55, to abate taxes assessed against said mobile home with a junking certificate, pursuant to *Code of Iowa* §435.25(3)
12. Resolution #19-56, to abate taxes against said mobile homes due to court order, pursuant to *Code of Iowa* §648.22A(5)(a)
13. Contract between Protex Central and Information Technology for hardware maintenance, effective 1/1/19-12/31/19, for \$1,010.00

Roll call vote. (MCU)

1. Appointment of Nora Ryan to the Analysis of Social Services Evaluation Team (ASSET) for a three-year term ending 3/31/21. Deb Schildroth, Director of External Operations, reported on the appointment process. Olson moved, Chitty seconded approval. Roll call vote. (MCU)
2. Re-appointment of Lynn Scarlett to the Board of Adjustment for a five-year term ending 12/31/23. Schildroth reported on the appointment process. Chitty moved, Olson seconded approval. Roll call vote. (MCU)
3. Re-appointment of Mark Speck to the Board of Health for a three-year term ending 12/31/21. Sanders stated Speck wants to continue to serve. Chitty moved, Olson seconded approval. Roll call vote. (MCU)
4. Appointment of Louisa Tabatabai to the Board of Health for a three-year term ending 12/31/21. Sanders and Schildroth reported on the appointment process. Chitty moved, Olson seconded approval. Roll call vote. (MCU)
5. Re-appointment of Ted Tedesco to the Conservation Board for a five-year term ending 12/31/23. Sanders reported on Tedesco’s service. Olson moved, Chitty seconded approval. Roll call vote. (MCU)
6. Appointment of Doug Moore to the Planning and Zoning Commission for a five-year term ending 12/31/23. Sanders reported on the appointment process. Olson moved, Chitty seconded approval. Roll call vote. (MCU)
7. Appointment of Kate Gregory to the Veterans Affairs Commission for a three-year term ending 6/30/21. Schildroth reported on a possible impending Commission vacancy and the appointment process. Jessica Reynolds, Story County Attorney, reported Commission terms begin on July 1. The vacancy may occur before the new term begins. Chitty moved approval for both Veterans Affairs appointments together, Olson seconded, clarifying Gregory when vacancy occurs and Terry Greenfield as of 7/1/19. Roll call vote. (MCU)
8. Re-appointment of Terry Greenfield to the Veterans Affairs Commission for a three-year term ending 6/30/21. [considered and approved with item #7]

**SECOND CONSIDERATION OF ORDINANCE NO. 280, AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY AND RESOLUTION #19-47 CORNERSTONE TO CAPSTONE**

**(C2C) FUTURE LAND USE MAP AMENDMENT – FRIEDRICH DOTSON FARMS REZONING** – Emily Zandt, County Planner, reviewed additional comments received from the public. She reviewed an amendment made in conditions. Sanders opened the public hearing at 10:41 a.m. Kurt Friedrich, Friedrich Iowa Realty, reported speaking with the Franklin/Gilbert Fire District regarding hydrants and other specifications. He requested the Board waive the third reading as proposed. John Johnson, Ames, asked for input from Prairie Rivers of Iowa, does not want third reading waived, and stated opposition. Discussion took place. Mike Cox, Conservation Director, stated Prairie Rivers is not part of operational process for the Conservation Board. Seeing no further comments, Sanders closed the public hearing at 10:58 a.m. Further discussion took place. Olson moved the approval of Resolution #19-47 and Ordinance No. 280 as presented and to set third and final reading for 1/8/19. Motion died for lack of a second. Olson moved, Chitty seconded the approval of Second Consideration of Ordinance No. 280, and Resolution #19-47, the proposed rezoning from the A-1 Agricultural District to the R-1 Transitional Residential District (Ordinance No. 280) and the

Story County C2C Future Land Use Map Amendment from Agricultural Conservation Area and Natural Resource Area to the Rural Residential Area for the northwest, northeast, and southeast quarter quarters of Section 7 of Franklin Township (Resolution #19-47) with conditions, as presented and Waive the Third and Final Consideration. Roll call vote. (MCU)

**PROFESSIONAL SERVICES AGREEMENT WITH WHKS & CO. FOR REPLACEMENT OF THE 150<sup>TH</sup> STREET BRIDGE OVER SKUNK RIVER** – Darren Moon, Engineer, reported replacing the bridge, constructed in 1920, is already part of the five-year construction program. The project can be added to a Federal grant funding application. As part of the farm-to-market routes, the project requires a DNR permit, adding to the timeline. Olson moved, Chitty seconded the approval of the Professional Services Agreement with WHKS & Co. for replacement of the 150<sup>th</sup> Street bridge over the Skunk River Bridge, not to exceed \$48,000.00. Roll call vote. (MCU)

**REPLACING HEAT PUMP 10 AT THE JUSTICE CENTER FOR \$6,930.00 (UN-BUDGETED)** – Joby Brogden, Facilities Director, reported the pump is failing, and replacement parts are no longer available. Chitty moved, Olson seconded the approval of Replacing Heat Pump 10 at the Justice Center for \$6,930.00 from the existing Facilities Budget. Roll call vote. (MCU)

**RELOCATING DISTRICT ASSOCIATE JUDGE** – Joby Brogden, Facilities Director, reported relocating Judge Owen from the first floor of the Justice Center to the second provides usable space for the Attorney’s Office expansion, and would cost less than the current expansion plan. Brogden estimated the total amount needed for the required work to be approximately \$18,000.00. Jessica Reynolds, County Attorney, thanked Facilities Management and the courts for the space, and stated she is consequently withdrawing her request for additional space. Olson moved, Chitty seconded the approval of Re-Locating the District Associate Judge and District Court Judge for \$18,000.00 as presented. Sanders stated to allow the new Board to work with the Attorney. Roll call vote. (MCU)

**STORY COUNTY ANNUAL REPORT** – Leanne Harter, County Outreach and Special Projects Manager, reported on drafts. Sanders asked for concerns. Harter reported on changes. Discussion took place.

**DRAFT COUNTYWIDE WATERSHED ASSESSMENT IMPLEMENTATION MATRIX** – Leanne Harter, County Outreach and Special Projects Manager, reported on watershed assessments by Emmons & Olivier Resources, Inc. (EOR), working group members, process, reviewed items and asked for questions. Discussion took place. Harter reported on the 2020 budget process. Chitty moved, Olson seconded approval of the Draft Countywide Watershed Assessment Implementation Matrix as presented. Roll call vote. (MCU)

**REQUEST FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES (DNR) TO AWARD A CONSTRUCTION CONTRACT AND FUNDING AGREEMENT FOR THE HICKORY GROVE LAKE RESTORATION PROJECT TO RW EXCAVATING SOLUTIONS, LC NOT TO EXCEED \$942,239.53 AND**

**APPROVE FUNDING AGREEMENT** – Mike Cox, Conservation Director, provided detail on the project, information on DNR’s restoration program, and bids. The FY19 budget includes \$562,000.00 for the project; total project cost has a shortfall of \$380,240.00. The increase is due to additional dredging in the east lake basin; the Conservation Board recommends splitting the additional cost. Discussion took place. Ted Tedesco, Conservation Board Chair, provided additional information. Chitty moved, Olson seconded the approval of the Request from the Iowa DNR to Award a Construction Contract and Funding Agreement for the Hickory Grove Lake Restoration Project to RW Excavating Solutions, LC, not to exceed \$942,239.53 and to Approve Funding Agreement and split the additional cost 50% each between the Conservation Reserve and the General Fund. Roll call vote. (MCU)

**RESOLUTION #19-51, TALL HOUND TIMBER RESIDENTIAL PARCEL SUBDIVISION** – Amelia Schoeneman, County Planner, reported on property history and location, proposed division, current land use, and surrounding land use. She provided site photos, and an overview of the process. Staff recommend approval as proposed. Joli Vollers, property owner, spoke in support. Chitty moved, Olson seconded the approval of Resolution #19-51, Tall Hound Timber Residential Parcel Subdivision as presented. Roll call vote. (MCU)

**STORY COUNTY FUNDING ALLOCATION TO THE ASSET PROCESS FOR FY20** – Deb Schildroth, Operations and County Services Director, reported on the funding process, services, major sources of funds, and the request. Sanders asked about the other funders. Schildroth reported the Ames City Council is increasing its share by 3%, and the United Way will likely fund a 3% increase. Schildroth reported services and the funding request. Sanders clarified the source of County funds. Olson moved, Chitty seconded the approval of FY20 ASSET Request and Proposed Funding Recommendation at a 3% increase from the General Fund, an additional \$500.00 from Local Option Sales Tax (LOST) funds, and additional public health of \$10,000.00. Roll call vote. (MCU)

**UPDATE ON THE NUMBER OF MOBILE HOMES AT CRESTVIEW MOBILE HOME PARK AND PLANNING AND DEVELOPMENT DEPARTMENT’S PLAN FOR ADDITIONAL CLEAN UP** – Jerry Moore, Planning and Development Director, reported on history, mobile home removal timeline, and the enforcement process. Moore reported on meeting with park owner Brant Lemer. Lemer has submitted a letter outlining a plan for cleanup; some items will need Board approval. Moore provided site photos, an agreement for removal of items to avoid enforcement action, and next steps.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** Sanders stated he will be out of town next week. Olson and Chitty reported on attended meetings. Sanders and Olson both spoke in appreciation about working with Chitty on the Board. Chitty moved, Olson seconded to adjourn at 12:57 p.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Tentative Agenda  
12/18/18

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 Paula Habermann For Her 20 Years Of Service

Department Submitting Human Resources

5. Recognition Of Jolene Van Waus For Her 32 Years Of Service

Department Submitting Human Resources

6. Discussion And Consideration Of Draft Story County Community Infrastructure Grant Program - Leanne Harter And Brenda Dryer

Department Submitting Board of Supervisors

Documents:

STORY COUNTY COMMUNITY INVESTMENT GRANT PROGRAM.PDF

7. CONSIDERATION OF MINUTES:

- I. 12/11/18 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

1) pay adjustment, effective 1/6/19 in a) Community Services for Jennifer Kerns @ \$17.87/hr; b) Facilities Management for Kevin Warren @ \$21.05/hr; c) Secondary Roads for Kevin DeHaven @ \$23.53/hr; d) Sheriff's Office for Nicholas Hochberger @ \$3,105.21/bw; Samantha Kunc @ \$1,870.40/bw; Jordan Lentz @ \$2,006.40/bw; Adam Luke @ \$2,096.80/bw; Alex Muhlenburg @ \$1,870.40/bw; Kyle Schultz @ \$2,529.60/bw

Department Submitting HR

9. CONSENT AGENDA:

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

- I. Consideration Of Appointment For ASSET For A 3 Year Term Ending 3/31/21 - Nora Ryan

Department Submitting Board of Supervisors

- II. Consideration Of Re-Appointment For Board Of Adjustment For A 5 Year Term Ending 12/31/23 - Lynn Scarlett

Department Submitting Board of Supervisors

- III. Consideration Of Re-Appointment To Board Of Health For A 3 Year Term Ending 12/31/21- Mark Speck

Department Submitting Board of Supervisors

- IV. Consideration Of Appointment To Board Of Health For A 3 Year Term Ending 12/31/21 - Louisa Tabatabai

Department Submitting Board of Supervisors

- V. Consideration Of Re-Appointment For The Conservation Board For A 5 Year Term Ending 12/31/23 - Ted Tedesco

Department Submitting Board of Supervisors

- VI. Consideration Of Appointment For Planning And Zoning Commission For A 5 Year Term Ending 12/31/23 - Doug Moore

Department Submitting Board of Supervisors

- VII. Consideration Of Appointment To Veteran's Affairs Commission For A 3 Year Term Ending 6/30/21 - Kate Gregory

Department Submitting Board of Supervisors

- VIII. Consideration Of A Re-Appointment For The Veteran Affairs Commission For A 3 Year Term Ending 6/30/21 - Terry Greenfield

Department Submitting Board of Supervisors

- IX. Consideration Of Resolution #19-52, To Set Date And Time For Public Hearing For January 15, 2019 For Consideration On The Proposed Plans, Specifications, And Form Of Contract To Repair Damages To The Heart Of Iowa Nature Trail Caused By June 2018 Flooding

Department Submitting Conservation

Documents:

RESOLUTION 1952 SETTING PUBLIC HEARING FOR HOINT REPAIRS.PDF

- X. Consideration Of Resolution #19-54, To Abate Taxes Assessed Against Said Mobile Homes Due To Affidavit Of Removal Of Valueless Home

Department Submitting Treasurer

Documents:

54.PDF

- XI. Consideration Of Resolution #19-55, To Abate Taxes Assessed Against Said Mobile Homes With A Junking Certificate

Department Submitting Treasurer

Documents:

55.PDF

- XII. Consideration Of Resolution #19-56, To Abate Taxes Assessed Against Said Mobile Homes Due To Court Order

Department Submitting Treasurer

Documents:

56.PDF

- XIII. Consideration Of Contract Between Protex Central And Information Technology For Hardware Maintenance, Effective 01/01/19-12/31/19, For \$1010.00

Department Submitting Information Technology

Documents:

PROTEX CENTRAL.PDF

10. PUBLIC HEARING ITEMS:

- I. Second Consideration Of Ordinance No. 280, Amending Certain Boundaries Of The Official Zoning Map Of Story County And Resolution #19-47 C2C Future Land Use Map Amendment – Friedrich Dotson Farms Rezoning – Emily Zandt

Department Submitting Planning and Development

Documents:

STAFF REPORT SECOND CONSIDERATION 12182018.PDF  
APPLICATION AND NARRATIVE.PDF  
2018 11 19 PROPOSED REZONING MAPS.PDF  
GILBERT PRAIRIE REPORT TROSBURG 2018.PDF  
ORDINANCE NO 280 REZONING MODIFIED.PDF  
RESOLUTION 19-47 C2C FUTURE LAND USE MAP AMENDMENT  
MODIFIED.PDF

11. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Professional Services Agreement With WHKS & Co.

For 150th Street Over Skunk River Bridge Replacement - Darren Moon

Department Submitting Engineer

Documents:

SERVICE AGREEMENT WHKS.PDF

- II. Discussion And Consideration Of Replacing Heat Pump 10 At The Justice Center For \$6,930.00 (Un-Budgeted) - Joby Brogden

Department Submitting Facilities Management

Documents:

SCJC HP 10 REPLACEMENT 12-6-18.PDF  
REQUEST.PDF

- III. Discussion And Consideration Of Relocating District Associate Judge-Joby Brogden & Jessica Reynolds

Department Submitting Facilities Management

Documents:

CA2.JPG  
CA4.JPG  
RELOCATING.PDF

- IV. Discussion And Consideration Of Annual Report - Leanne Harter

Department Submitting Board of Supervisors

Documents:

DRAFT ANNUAL REVIEW.PDF

- V. Discussion And Consideration Of Draft Countywide Watershed Assessment Implementation Matrix - Leanne Harter

Department Submitting Board of Supervisors

Documents:

ACTION STEP WATERSHED ASSESSMENTS PRESENTED TO BOS  
12182018.PDF

- VI. Consideration Of A Request From The Iowa Department Of Natural Resources To Award A Construction Contract And Funding Agreement For The Hickory Grove Lake Restoration Project To RW Excavating Solutions, LC Not To Exceed \$942,239.53 And Approve Funding Agreement - Mike Cox

Department Submitting Conservation

Documents:

URGE MEMO COOPERATIVE AGREEMENT BETWEEN IDNR AND  
SCCB.PDF  
COOPERATIVE AGREEMENT HICKORY GROVE LAKE RESTORATION.PDF

VII. Discussion And Consideration Of Resolution #19-51, Tall Hound Timber Residential  
Parcel Subdivision - Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF  
1951.PDF  
APP.PDF

VIII. Discussion And Consideration Of Story County Funding Allocation To The ASSET  
Process For FY 2019-20 - Deb Schildroth

Department Submitting Board of Supervisors

Documents:

ASSETINFO.PDF  
ASSETFY20REQUEST.PDF

12. AGENCY REPORTS:

13. DEPARTMENTAL REPORTS:

14. OTHER REPORTS:

- I. Update On The Number Of Mobile Homes At Crestview Mobile Home Park And Planning  
And Development Department's Plan For Additional Clean Up – Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF  
120218 LETTER AND SITE PLAN.PDF

15. 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.

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

17. 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

# Community Infrastructure Grant Program



Story County supports infrastructure investments that promote economic and employment opportunities. The provision of water, sewer, gas, fiber, broadband, roads, and other utility and infrastructure needs are critical to attracting new development and supporting the expansion and economic health of the Story County's business sectors. Grant funds through the *Story County Community Infrastructure Grant Program* are intended to leverage other public dollars and private-sector investment to assist with costs related to infrastructure projects that support business locations and expansions in Story County. The overall goal of the program is to assist with job creation.

**Eligible Applicants:** Cities within Story County. Multi-city collaboration is welcome.

**Funding:** The Community Infrastructure Grant Program is funded at \$\_\_\_\_\_ for FY2020. Story County requires a 1:1 match per project for populations greater than 2,000 persons according to the 2010 US Census.

*SCORING MODEL #1 – Populations greater than 2,000*

Evaluation Criteria (100 points)

1. Job Creation (20 points)
  - # of permanent full-time jobs created
  - # of permanent full-time jobs retained
  - # of temporary full-time jobs created
  - # of temporary full-time jobs retained
  - Describe how you will measure the jobs created or retained
2. Community Impact (20 points)
  - Mitigates health and public safety problems
  - Provides essential services
3. Leverage (30 points)
  - Total project investment
4. Project Readiness and Timeliness (10 points)
  - Date of anticipated construction
  - Financing is in place
5. Community Resourcefulness (20 points)
  - Identify how the project collaborates with partners
  - Describe who benefits and how many people are served by the project
  - Describe how the proposed project aligns with the community's comprehensive plan. If the project aligns with the community's comprehensive plan that portion of the plan should be highlighted.

**APPROVED**      **DENIED**

Board Member Initials: RS

Meeting Date: 12-18-18

Follow-up action: Discuss concept in early 2019

- Community has not received community infrastructure program funding in the past two fiscal years.

### *SCORING MODEL #2 – Populations less than 2,000*

#### Evaluation Criteria (100 points)

1. Job Creation (20 points)
  - # of permanent full-time jobs created
  - # of permanent full-time jobs retained
  - Describe how you will measure the jobs created or retained
2. Community Impact (30 points)
  - Mitigates health and public safety problems
  - Provides essential services
3. Leverage (10 points)
  - Total project investment
4. Project Readiness and Timeliness (20 points)
  - Date of anticipated construction
  - Financing is in place
5. Community Resourcefulness (20 points)
  - Identify how the project collaborates with partners
  - Describe who benefits and how many people are served by the project
  - Describe how the proposed project aligns with the community's comprehensive plan. If the project aligns with the community's comprehensive plan that portion of the plan should be highlighted.
  - Community has not received community infrastructure program funding in the past two fiscal years

#### **Application Process and Review**

Applications may be submitted at any time and are considered and awarded on a rolling basis subject to meeting minimum scoring criteria and the availability of remaining program funds. All applications are reviewed by a team and evaluated and scored on an individual basis. Project recommendations are presented to Board of Supervisors for approval. Projects must meet objectives, priorities and policies established by the Board of Supervisors.

#### **Application Checklist**

- Project Narrative
- Narrative must address evaluation criteria
- Engineering cost estimates and plans
- Exhibits, reports, or studies to support the application

#### **Post Grant Award Requirements**

- Story County reserves the right to require signage/logo acknowledging financial assistance from Story County. Details will be outlined in the grant agreement.
- A progress report is required if the grant period exceeds 12 months.
- A final report is required before final payment including job creation/retention and matching funds.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER  
Prepared by Michael D. Cox, Conservation Director, 56461 180<sup>th</sup> Street, Ames, Iowa 50010 515-232-2516

STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION #19-52

SETTING DATE AND TIME FOR PUBLIC HEARING FOR JANUARY 15, 2019, FOR CONSIDERATION ON THE PROPOSED PLANS, SPECIFICATIONS, AND FORM OF CONTRACT TO REPAIR DAMAGES TO THE HEART OF IOWA NATURE TRAIL CAUSED BY JUNE 2018 FLOODING

WHEREAS, the Story County Board of Supervisors of Story County, Iowa, will consider proposed plans, specifications, and form of contract for repairs on the Heart of Iowa Nature Trail;

AND WHEREAS, notice of a Public Hearing by the Story County Board of Supervisors on the proposed plans, specifications, and form of contract, is heretofore given in compliance with the provisions of the Code of Iowa;

AND WHEREAS, Story County will be considering the plans, specifications, and form of contract on January 15, 2019.

NOW THEREFORE BE IT RESOLVED that a public hearing on this matter be held on the 15<sup>th</sup> day of January 2019, in the Public Meeting Room of the Story County Administration Building, 900 6<sup>th</sup> Street, Nevada, Iowa, at 10:00 AM.

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 upon its approval by the Board of Supervisors.

Dated this 18<sup>th</sup> day of Dec. 2018.

  
Board of Supervisors

  
Attest: Story County Auditor

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

**BOARD OF SUPERVISORS RESOLUTION NO. #19-54**

**RESOLUTION TO ABATE TAXES ASSESSED AGAINST SAID MOBILE HOMES DUE TO AFFIDAVIT OF REMOVAL OF VALUELESS HOME**

**WHEREAS**, the following mobile homes were located in 2 different mobile home parks in Story County, Iowa; and,

**WHEREAS**, said mobile homes have been abandoned; and,

**WHEREAS**, the said mobile homes have an outstanding tax sale and/or delinquent taxes; and,

**WHEREAS**, the said mobile homes have been removed from the park pursuant to the provisions of Section 555C.2 from the Code of Iowa; Affidavit -Removal of Valueless Mobile Home; and,

**WHEREAS**, Section 435.25 of the Code of Iowa, states that when it is administratively impractical to pursue tax collection through the remedies of this section, all taxes, regular and special, interest, and costs shall be abated by resolution of the county board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said mobile homes;

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

Decena, Ashli	Vin #AC5564F	Title #85AC06965	\$ 241.00
Carpenter, Lannetta	Vin #7074	Title #85AB01405	\$2,216.00

**APPROVED** this 18th day of December, 2018.

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

**ATTEST:**

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

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

**BOARD OF SUPERVISORS RESOLUTION NO. #19-55**

**RESOLUTION TO ABATE TAXES ASSESSED AGAINST SAID MOBILE HOME WITH A JUNKING CERTIFICATE**

**WHEREAS**, the following mobile home was located at 1316 S Duff Ave Lot 87, Ames, Iowa, a/k/a Meadowlane Mobile Home Park in Story County, Iowa; and,

**WHEREAS**, said mobile home was removed from the park due to being abandoned by the owner, Woodley Milord; and

**WHEREAS**, now Junking Certificate #850135171 was issued on July 02, 2018; and,

**WHEREAS**, said mobile home has an outstanding county tax sale and delinquent taxes in the amount of \$468.00 against it; and,

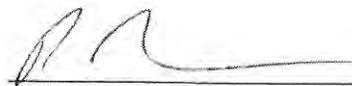
**WHEREAS**, Section 435.25 of the Code of Iowa, states that when it is administratively impractical to pursue tax collection through the remedies of this section, all taxes, regular and special, interest, and costs shall be abated by resolution of the county board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said mobile home; and,

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

Milord, Woodley                      Vin #K12365RKK90804      Title #85AC90208

**APPROVED** this 18th day of December, 2018.

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

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

**ATTEST:**  
  
\_\_\_\_\_  
Lucinda Martin  
Story County Auditor

**BOARD OF SUPERVISORS RESOLUTION NO. #19-56**

**RESOLUTION TO ABATE TAXES ASSESSED AGAINST SAID MOBILE HOMES DUE TO COURT ORDER**

**WHEREAS**, the following mobile homes are located in two mobile home parks in Story County, Iowa; and,

**WHEREAS**, said mobile homes have been awarded to the mobile home park owners by a court order Writ of Removal and Possession; and,

**WHEREAS**, said mobile homes have an outstanding tax sale and/or delinquent taxes; and,

**WHEREAS**, said mobile homes have now been transferred into new ownership; and

**WHEREAS**, Section 648.22A, Subsection 5A of the Code of Iowa, states the home, its contents, and any other property of the defendant remaining on the premises shall become the property of the plaintiff free and clear of all rights of the defendant to the property and of all liens, claims, or encumbrances of third parties, and any tax levied pursuant to chapter 435 may be abated by the board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said mobile home; and,

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

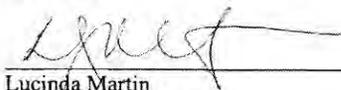
Cho, Ki Tong	Vin #31695	Title #85-M000637	Amount \$194.00
Armstrong, Shannon	Vin #FS200239	Title #85AC95797	Amount \$877.00

**APPROVED** this 18th day of December, 2018.

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

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

**ATTEST:**

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



Nevada, Iowa  
**Story County, Iowa**  
 Lucinda Martin, Auditor

IN ACCOUNT WITH (Vendor) Protex Central

Address P.O. Box 1467  
 Hastings, NE 68901

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT
12/04/2018	11352	Story County Administration Fire Suppression	
		HSC Fire Suppression Inspection	\$505.00
		IT Dept Fire Suppression Inspection	\$505.00
		Date: 1/01/2019 - 12/31/2019	
TOTAL CLAIM			\$1,010.00

**APPROVED**

**DENIED**

Board Member Initials: LS

Meeting Date: 12-12-18

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

BILLS MUST BE FULLY ITEMIZED WITH INVOICES ATTACHED

FOR AUDITOR'S OFFICE USE ONLY

Claim Number \_\_\_\_\_

Warrant Number \_\_\_\_\_

Date Paid \_\_\_\_\_

APPROVED BY BOARD OF SUPERVISORS ON DATE \_\_\_\_\_

CODE NUMBER(S)

Maintenance 01000-09110-444-52 \$1,010.00

AMOUNT CLAIMED \$ \$1,010.00

CLAIMANT SIGNATURE (if applicable)

DEPARTMENT APPROVAL



Protex Central, Inc.  
 1239 N. Minnesota, PO Box 1467  
 Hastings, NE 68902  
 402-463-0666

# Pre-Bill Invoice

Date: 12/04/2018  
 For Contract: 11352  
 Reference: Quote #11003

Account ID: 200902

Story County Administration - IT Department  
 900 6th St.  
 Nevada, IA 50201

Contract Starts: 01/01/2018  
 Contract Expires: 12/31/2020

This invoice is for voluntary participation in the **Annual Inspection Pre-Bill Program**.  
Please pay by February 15th.  
 Participation by payment allows you to receive a 5% service/parts discount throughout the year.  
 Please call 800-274-0888 with any questions.

Item ID	Item Description	Date	Reference	Yearly Price
PCI-INSP CONTRAC	IT Department Fire Suppression Inspection	01/01/2019	2-Jan, Jul	\$505.00
<b>Item Total:</b>				<b>\$505.00</b>
<b>Tax:</b>				<b>\$0.00</b>
<b>Total:</b>				<b>\$505.00</b>



Protex Central, Inc.  
 1239 N. Minnesota, PO Box 1467  
 Hastings, NE 68902  
 402-463-0666

# Pre-Bill Invoice

**Account ID:** 200902

**Date:** 12/04/2018  
**For Contract:** 11353  
**Reference:** Quote #11003

Story County Human Services Center  
 126 S Kellogg Ave  
 Ames, IA 50010

**Contract Starts:** 01/01/2018  
**Contract Expires:** 12/31/2020

---

This invoice is for voluntary participation in the **Annual Inspection Pre-Bill Program**.  
Please pay by February 15th.  
 Participation by payment allows you to receive a 5% service/parts discount throughout the year.  
 Please call 800-274-0888 with any questions.

Item ID	Item Description	Date	Reference	Yearly Price
PCI-INSP CONTRAC	Human Services Center Fire Suppression Inspection	01/01/2019	2-Jan, Jul	\$505.00
<b>Item Total:</b>				<b>\$505.00</b>
<b>Tax:</b>				<b>\$0.00</b>
<b>Total:</b>				<b>\$505.00</b>

NOTICE OF APPOINTMENT

PERSON APPOINTED: Nora Ryan

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

ASSET

LENGTH OF TERM: 3 year

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? no

IF SO, WHOSE TERM? \_\_\_\_\_

WHO NEEDS TO BE NOTIFIED? Board of Supervisors

DATE APPOINTED: 12/18/2018

DATE TERM EXPIRES: 03/31/21

**APPROVED** **DENIED**  
Board Member Initials: RS  
Meeting Date: 12-18-18  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF APPOINTMENT

PERSON APPOINTED: Lynn Scarlett

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Board of Adjustment

LENGTH OF TERM: 5 year

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? no

IF SO, WHOSE TERM? \_\_\_\_\_

WHO NEEDS TO BE NOTIFIED? Board of Supervisors

DATE APPOINTED: 12/18/2018

DATE TERM EXPIRES: 12/31/23

**APPROVED**      **DENIED**  
Board Member Initials: LS  
Meeting Date: 12-18-18  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF APPOINTMENT

PERSON APPOINTED: Mark Speck

BOARD COMMISSION OR COMMITTEE APPOINTED TO:  
Board of Health

LENGTH OF TERM: 3 year

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? no

IF SO, WHOSE TERM? \_\_\_\_\_

WHO NEEDS TO BE NOTIFIED? Board of Supervisors

DATE APPOINTED: 12/18/2018

DATE TERM EXPIRES: 12/31/21

**APPROVED**      **DENIED**  
Board Member Initials: MS  
Meeting Date: 12-18-18  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF APPOINTMENT

PERSON APPOINTED: Louisa Tabatabai

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Board of Health

LENGTH OF TERM: 3 year

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? no

IF SO, WHOSE TERM? \_\_\_\_\_

WHO NEEDS TO BE NOTIFIED? Board of Supervisors

DATE APPOINTED: 12/18/2018

DATE TERM EXPIRES: 12/31/21

**APPROVED**      **DENIED**  
Board Member Initials: RS  
Meeting Date: 12-18-18  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF APPOINTMENT

PERSON APPOINTED: Ted Tedesco

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Conservation Board

LENGTH OF TERM: 5 year

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? no

IF SO, WHOSE TERM? \_\_\_\_\_

WHO NEEDS TO BE NOTIFIED? Board of Supervisors

DATE APPOINTED: 12/18/2018

DATE TERM EXPIRES: 12/31/23

**APPROVED**  
Board Member Initials: RTS  
Meeting Date: 12-18-18  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF APPOINTMENT

PERSON APPOINTED: Doug Moore

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Planning and Zoning Commission

LENGTH OF TERM: 5 year

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? no

IF SO, WHOSE TERM? \_\_\_\_\_

WHO NEEDS TO BE NOTIFIED? Board of Supervisors

DATE APPOINTED: 12/18/2018

DATE TERM EXPIRES: 12/31/23

**APPROVED**  
Board Member Initials: DM  
Meeting Date: 12-18-18  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF APPOINTMENT

PERSON APPOINTED: Terry Greenfield

BOARD COMMISSION OR COMMITTEE APPOINTED TO:  
Veteran Affairs Commission

LENGTH OF TERM: 3 year

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? no

IF SO, WHOSE TERM? \_\_\_\_\_

WHO NEEDS TO BE NOTIFIED? Board of Supervisors

DATE APPOINTED: 12/18/2018

DATE TERM EXPIRES: 06/30/21

**APPROVED**

**DENIED**

Board Member Initials: AG

Meeting Date: 12-19-19

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

\_\_\_\_\_

\_\_\_\_\_

NOTICE OF APPOINTMENT

PERSON APPOINTED: Kate Gregory

BOARD COMMISSION OR COMMITTEE APPOINTED TO:  
Veteran's Affairs Commission

LENGTH OF TERM: 3 year

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? no

IF SO, WHOSE TERM? \_\_\_\_\_

WHO NEEDS TO BE NOTIFIED? Board of Supervisors

DATE APPOINTED: 12/18/2018

DATE TERM EXPIRES: 12/31/21

~~APPROVED~~ DENIED  
Board Member Initials: RS  
Meeting Date: \_\_\_\_\_  
Follow-up action: Effective DATE  
July 1 or as positio- opens

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

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

**ORDINANCE NO. 280**

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

WHEREAS, at their meeting on December 5, 2018, the Story County Planning and Zoning Commission made a motion to approve the rezoning amendment with conditions as recommended by Planning and Development Staff, which failed due to a lack of support (vote 2-3) for the requested rezoning submitted by Kurt Friedrich, 106 6<sup>th</sup> Street, Ames, Iowa, as referenced in the Official Zoning Map of Story County, Iowa, and identified under the process to change the boundaries of the districts established and authorized by Section 92.06 of the *Code of Ordinances, Story County, Iowa, and as referenced as follows:*

The following described property, under the ownership of Robert A Dotson, Jr. Dotson Family Trust, 208 Royale Oaks, Algona, Iowa be amended from the A-1 AGRICULTURAL ZONING DISTRICT TO THE R-1 TRANSITIONAL RESIDENTIAL DISTRICT

GENERAL PROPERTY LOCATION:

Franklin Township, Northwest Quarter of Section 7, located on the south side of 170<sup>th</sup> Street and the east side of 500<sup>th</sup> Avenue, and identified as parcel #05-07-100-105, 05-07-100-200, 05-07-100-305, and 05-07-100-400 and as described on Attachment A, and;

WHEREAS, the southwest quarter of the northwest quarter (05-07-100-305) had a Land Evaluation Site Assessment (LESA) score greater than 267 and shall not be approved as a part of this rezoning request; and

WHEREAS, the proposed rezoning area is shown on Attachment B; and

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

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

THEREFORE HEREBY BE IT ORDAINED, that the Story County Board of Supervisors approves Ordinance No. 280 requesting the Story County Zoning Map amendment from the A-1 Agricultural District to the R-1 Transitional Residential District with the conditions identified in Attachment C.

**Action upon FIRST Consideration:** Approval  
**DATE:** December 11, 2018

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

**Action upon SECOND Consideration:** Approval  
**DATE:** December 18, 2018

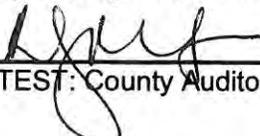
Moved by: Olson  
Seconded by: Chitty  
Voting Aye: Olson, Chitty, Sanders  
Voting Nay: None  
Not Voting: None  
Absent: None

**Action upon THIRD Consideration:** Waived  
**DATE:** January 2, 2019

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

ADOPTED THIS 18th day of December, 2018.

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

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

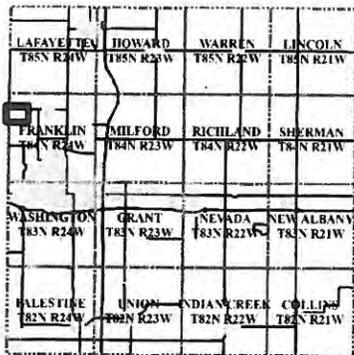
**ATTACHMENT "A"**

**Legal Description of Rezoning Area**

The Northwest Quarter of Section 7, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa, except the West 125 feet of the Northwest Quarter of said Northwest Quarter and except the West 120 feet of the Southwest Quarter of said Northwest Quarter.

Except the Southwest Quarter of the Northwest Quarter of Section 7, Township 84 North, Range 24 West of the 5th P.M.

ATTACHMENT "B"



Parcel #: 05-07-100-105, 05-07-100-200,  
05-07-100-400

 Subject Property

0 0.075 0.15 0.3 Miles




Map created on  
12/8/2015  
by the  
Story County  
Planning and Development  
Department.



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

## **ATTACHMENT "C"**

### **Conditions of Approval**

1. The total number of development lots shall not exceed the total number of developable acres, up to a maximum of 70 developable acres (i.e. not to exceed 70 single-family dwellings)
2. The applicant shall work with Story County Environmental Health and Story County Planning and Development to identify areas on the subject property where it is possible to group septic system discharge for the purpose of limiting disruption to prairie remnants and other environmentally sensitive areas.
3. The applicant shall collaborate with Story County Conservation to identify and map the locations of environmentally sensitive areas, including the southwest of the northwest quarter quarter, on the subject property including but not limited to those identified in Condition 8 below.
4. The applicant shall request a Future Land Use Map Designation amendment for the environmentally sensitive areas, identified in Condition 3, from the requested Rural Residential Designation to the Agricultural Conservation Designation at the time of the proposed subdivision plat and rezoning submittal (see Condition 5). The environmentally sensitive areas identified in Condition 3 shall be further designated as Natural Resource Area on the C2C Future Land Use Map.
5. In order to ensure the long-term protection of the environmentally sensitive areas and the floodplain areas, an application to rezone the southwest quarter of the northwest quarter of Section 7 and all environmentally sensitive areas, identified in Condition 3, from the A-1 Agricultural District and the R-1 Transitional Residential District to the GB-C Greenbelt Conservation District shall be submitted by the property owner/applicant with the proposed subdivision plat. A management and/or ownership agreement with Story County Conservation shall be made and submitted at the time of the rezoning in order to best preserve and maintain the identified environmentally sensitive areas located on this property.
6. In accordance with Principle 4 of the Rural Residential Area C2C Future Land Use Map Designation, a buffer of no less than 50 feet shall be maintained between the proposed subdivision development lots and the agricultural land use located to the east.

7. A 20' wide easement for a future hard-surfaced trail shall be provided on the north and west sides of the proposed subdivision for future trail development as described in the C2C Cornerstone to Capstone Comprehensive Plan (See Map 29: Proposed Trails and Greenway Map).
8. As part of the subdivision plat submittal, the development improvements shall meet the requirements of the Story County Land Development Regulations R-C Residential Conservation Design (Overlay) District Chapter 86.15(4)(A)(1-7) as follows:
  4. *Design and Improvement Requirements.*
    - A. *Land Suitability. No land shall be developed which is held to be unsuitable for any proposed use if identified as being environmentally sensitive. Areas identified as being environmentally sensitive include:*
      - (1) *All wetlands and hydric soils by the Natural Resource Conservation Service or Story County Conservation, including a 50-foot buffer around all such identified wetlands.*
      - (2) *Native prairie remnants.*
      - (3) *Significant trees and cover.*
      - (4) *All areas having slopes greater than 14 percent.*
      - (5) *Areas that provide habitat for rare, threatened or endangered species.*
      - (6) *Burial sites and Native American mounds.*
      - (7) *Drainage ways that contain running water during spring runoff, during storm events or when it rains. A 30-foot buffer along each side of the drainage way shall be included.*

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

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

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NO. 19-47**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to amend the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* by Kurt Friedrich, 106 6<sup>th</sup> Street, Ames, Iowa, involving the property located in the Northwest Quarter of Section 7 in Franklin Township, and

WHEREAS, on December 5, 2018 the Story County Planning and Zoning Commission made a motion to approve the proposed amendment with conditions recommended by Planning and Development Staff, to the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* from the Agricultural Conservation area to the Rural Residential area to the Story County Board of Supervisors, and

WHEREAS, the motion failed due to a lack of support (vote 2-3), and

WHEREAS, the southwest quarter of the northwest quarter (05-07-100-305) is not intended to be used for residential development and shall not be approved as a part of this plan amendment request;

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interest of Story County, Iowa, and of all persons concerned, that said such application amending the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* from the Agricultural Conservation area to the Rural Residential area for the property described in Attachment A and shown on Attachment B be approved with conditions included as Attachment C, and the proposed changes reflected on the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map*.

NOW, THEREFORE, BE IT RESOLVED that the application to amend the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* by Kurt Friedrich involving real estate described on Attachment A and shown on Attachment B be approved with the conditions included as Attachment C.

Dated this 18<sup>th</sup> day of December, 2018.



Rick Sanders, Chair  
Board of Supervisors  
Story County, Iowa



Lucy Martin, County Auditor  
Story County, Iowa

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

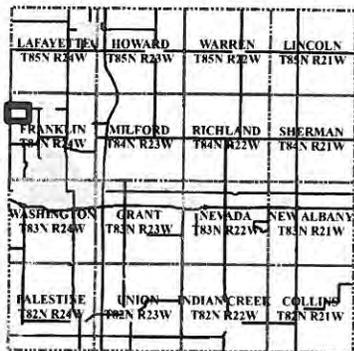
**ATTACHMENT "A"**

**Legal Description of Plan Designation Amendment**

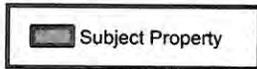
The Northwest Quarter of Section 7, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa, except the West 125 feet of the Northwest Quarter of said Northwest Quarter and except the West 120 feet of the Southwest Quarter of said Northwest Quarter.

Except the Southwest Quarter of the Northwest Quarter of Section 7, Township 84 North, Range 24 West of the 5th P.M.

ATTACHMENT "B"



Parcel #: 05-07-100-105, 05-07-100-200,  
05-07-100-400



0 0.075 0.15 0.3 Miles



Map created on  
12/26/2016  
by the  
Story County  
Planning and Development  
Department



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

## ATTACHMENT "C"

### Conditions of Approval

1. The total number of development lots shall not exceed the total number of developable acres, up to a maximum of 70 developable acres (i.e. not to exceed 70 single-family dwellings)
2. The applicant shall work with Story County Environmental Health and Story County Planning and Development to identify areas on the subject property where it is possible to group septic system discharge for the purpose of limiting disruption to prairie remnants and other environmentally sensitive areas.
3. The applicant shall collaborate with Story County Conservation to identify and map the locations of environmentally sensitive areas, including the southwest of the northwest quarter quarter, on the subject property including but not limited to those identified in Condition 8 below.
4. The applicant shall request a Future Land Use Map Designation amendment for the environmentally sensitive areas, identified in Condition 3, from the requested Rural Residential Designation to the Agricultural Conservation Designation at the time of the proposed subdivision plat and rezoning submittal (see Condition 5). The environmentally sensitive areas identified in Condition 3 shall be further designated as Natural Resource Area on the C2C Future Land Use Map.
5. In order to ensure the long-term protection of the environmentally sensitive areas and the floodplain areas, an application to rezone the southwest quarter of the northwest quarter of Section 7 and all environmentally sensitive areas, identified in Condition 3, from the A-1 Agricultural District and the R-1 Transitional Residential District to the GB-C Greenbelt Conservation District shall be submitted by the property owner/applicant with the proposed subdivision plat. A management and/or ownership agreement with Story County Conservation shall be made and submitted at the time of the rezoning in order to best preserve and maintain the identified environmentally sensitive areas located on this property.
6. In accordance with Principle 4 of the Rural Residential Area C2C Future Land Use Map Designation, a buffer of no less than 50 feet shall be maintained between the proposed subdivision development lots and the agricultural land use located to the east.
7. A 20' wide easement for a future hard-surfaced trail shall be provided on the north and west sides of the proposed subdivision for future trail development as described in the C2C Cornerstone to Capstone Comprehensive Plan (See Map 29: Proposed Trails and Greenway Map).
8. As part of the subdivision plat submittal, the development improvements shall meet the requirements of the Story County Land Development Regulations R-C Residential Conservation Design (Overlay) District Chapter 86.15(4)(A)(1-7) as follows:
  4. *Design and Improvement Requirements.*
    - A. *Land Suitability. No land shall be developed which is held to be unsuitable for any proposed use if identified as being environmentally sensitive. Areas identified as being environmentally sensitive include:*
      - (1) *All wetlands and hydric soils by the Natural Resource Conservation Service or Story County Conservation, including a 50-foot buffer around all such identified wetlands.*
      - (2) *Native prairie remnants.*
      - (3) *Significant trees and cover.*
      - (4) *All areas having slopes greater than 14 percent.*

- (5) Areas that provide habitat for rare, threatened or endangered species.*
- (6) Burial sites and Native American mounds.*
- (7) Drainage ways that contain running water during spring runoff, during storm events or when it rains. A 30-foot buffer along each side of the drainage way shall be included.*

# Staff Report

Story County  
Board of Supervisors

**Date of Meeting:**  
December 18, 2018

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**Case Number REZ04-18**

Story County Zoning Map Amendment Request from the A-1 Agricultural District to the R-1 Transitional Residential District (Ordinance No. 280) and a Story County Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map Amendment Request from the Agricultural Conservation Area and Natural Resource Area to the Rural Residential Area (Resolution #19-47)

**APPLICANT:** Kurt Friedrich  
106 6<sup>th</sup> Street  
Ames, IA 50010

**STAFF PROJECT MANAGER:** Emily Zandt, Planner

**SUMMARY:**

The applicant is requesting approval of a rezoning from the A-1 Agricultural District to the R-1 Transitional Residential District and a Story County Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map Amendment Request from the Agricultural Conservation Area and Natural Resource Area to the Rural Residential Area for the 160 gross acres located in the northwest quarter of Section 7, Franklin Township. At their December 5<sup>th</sup>, 2018 meeting, the Story County Planning and Zoning Commission made a motion to recommend approval of the staff recommendation to the Board of Supervisors (Alternative #5). This motion failed (vote 2-3) and is the recommendation provided to the Story County Board of Supervisors. At their December 11<sup>th</sup>, 2018 meeting, the Story County Board of Supervisors approved the first consideration of the proposed Rezoning and C2C Future Land Use Map Amendment with conditions.





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## Property Information

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### PROPERTY OWNER

Robert A Dotson, Jr.  
Dotson Family Trust  
208 Royale Oaks  
Algona, IA 50511

### GENERAL PROPERTY LOCATION

Section 7 of Franklin Township, located on the south side of 170<sup>th</sup> Street and the east side of 500<sup>th</sup> Avenue (Story/Boone County Line Road)

### LEGAL DESCRIPTION OF AREA TO BE REZONED

"The Northwest Quarter of Section 7, Township 84 North, Range 24 West of the 5<sup>th</sup> P.M., Story County, Iowa, except the West 125 feet of the Northwest Quarter of said Northwest Quarter and except the West 120 feet of the Southwest Quarter of said Northwest Quarter."

### PARCEL IDENTIFICATION NUMBERS

05-07-100-105, 05-07-100-200, 05-07-100-305, and 05-07-100-400

### SIZE OF REZONING AREA

160 gross acres

### CURRENT ZONING

A-1 Agricultural

### CURRENT LAND USE (information provided by the applicant)

Permanent, long-term pasture – 66 acres  
Farmed – currently in hay ground – 25 acres  
Farmed – currently in row crop (corn in 2018) – 19 acres  
Farmed – currently seeded to long term prairie – 41 acres  
Remainder – stream channel outside the farmed/pasture areas and road right-of-way – 9 acres

### FUTURE LAND USE MAP DESIGNATION

The *Story County Cornerstone to Capstone (C2C) Comprehensive Plan* currently designates this property as Agricultural Conservation Area and Natural Resource Area on the Future Land Use Map.

### CITIES WITHIN TWO MILES

City of Gilbert (located approximately 1.5 miles to the east)



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## Background

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The applicant proposes to re-zone 160 gross acres located in the northwest quarter of Section 7 in Franklin Township. The subject property is located in the southeast corner of the 170<sup>th</sup> Street and 500<sup>th</sup> Avenue (Story/Boone County Line Road) intersection. The proposed rezoning is from the A-1 Agricultural District to the R-1 Transitional Residential District.

The subject property contains approximately 66 acres of pastureland which stretches from the northwest corner of the property to the southeast corner and varies between steep slopes and flat areas. This area is currently used for grazing cattle. Squaw Creek runs southwest through the very southwestern corner of the property. Approximately 41 acres, including a majority of the southwest quarter quarter and the northwestern 7 acres of the property (the southeast corner of the 500<sup>th</sup> Avenue and 170<sup>th</sup> Street Intersection) have been enrolled in the Conservation Reserve Program (CRP) and planted in long term prairie. These are the lowest areas of the property and also contain FEMA designated floodplain. The northeast 25 acres of the subject property is currently in hay production, and to the south, approximately 19 acres along the eastern edge of the property was planted in corn row crop in 2018. There is a steep ravine that is located near the center of the property and falls south and west from the highest point of the property. This ravine turns into a drainage way which extends south from the center of the property. The drainage way is surrounded by vegetation including tree cover.

The subject property is approximately 1.5 miles west of the City of Gilbert. The property includes four original quarter quarters, less road right-of-way.

Of the land located within one-half mile of this proposed rezoning area:

- 94.53% is agricultural
- 5.47% is residential (all residential lots are over 1 acre in size)

Adjacent Land Use:

**North** – a 37.18-net acre parcel in agricultural row crop production; a 33.28-net acre parcel in agricultural row crop production; a 3.52-net acre parcel in agricultural row crop production; and a 6.88-net acre parcel containing a farmstead, a dwelling constructed in 1976, and approximately 3.5 acres in livestock production.

**East** – a 29.62-net acre parcel in agricultural row crop production; a 40-net acre parcel in agricultural row crop production; and a 9.17-net acre farmstead, a dwelling constructed in 1976, and approximately 4 acres in livestock production.

**South** – a 53.40-net acre parcel containing a dwelling constructed in 2006, approximately 12 acres in hay production, and pasture area; and a 45.64-net acre parcel containing a dwelling constructed in 2006, approximately 3.5 acres in hay production, and pasture area.

**West** – (located in Boone County) a 36.47-net acre parcel with dwelling constructed in 2005, horse barn, pasture, and natural area; a 59.10-net acre parcel containing natural area and approximately 10 acres in agricultural row crop production; and a 23.46-net acre parcel of natural area.



There are a total of five (5) single-family dwellings, located on parcels between 6.88-net acres and 53.40-net acres, within ¼ mile of the subject property. There is an existing 14-lot subdivision (Eagle Ridge) located approximately one-quarter mile south of the subject property. This subdivision is located on the south side of the floodplain of Squaw Creek. There is another major subdivision located approximately one-third mile north of the subject property on the west side of 500<sup>th</sup> Avenue in Boone County. This subdivision contains 62 development lots.

Approximately 40 acres of the subject property is located within the FEMA designated floodplain. This area is found along the western edge of the subject property and over a majority of the southwest quarter quarter.

#### Applicable C2C Plan Goals and Objectives

Based on public input during the creation of the Story County Cornerstone to Capstone (C2C) Comprehensive plan, Story County residents expressed the following weaknesses and threats, among others, which relate to the proposed request:

*“Need to continue adding and connecting trails”*

*“Need to increase public park properties and infrastructure”*

*“Hard to strike a balance between growth and sustainability and protecting good farmland”*

Applicable objectives from the C2C Comprehensive Plan include, but are not limited to:

*Objective H1.1: Throughout Story County, plan for a range of housing that meets the needs of residents of various income, age, and health status.*

*Objective NRR3.1: Preserve and protect the existing native plants and animals, as well as re-establishing them where they historically occurred.*

*Objective NRR3.7: Restrict development within environmentally sensitive areas including floodplains, steep slopes, wooded areas, and wetlands.*

*Strategy for NRR Goal 3: Encourage development that limits impact on existing wooded areas and preserves and restores natural prairies and wetlands.*

#### C2C Plan Designation

The subject property is currently designated Agricultural Conservation Area (ACA) on the C2C Comprehensive Plan Future Land Use Map. Agricultural Conservation Area principles include:

*ACA Principle 1: Conserving agricultural land, as well as agricultural practices, is a fundamental principle in Story County. Areas are identified, conserved, and enhanced within the county for farming practices and agricultural production.*

*ACA Principle 2: Continue to work towards strategies that promote alternative agricultural methods that work in harmony with conventional operations. A variety of farm types is a good thing.*

*ACA Principle 3: Encourage high-value agricultural lands to remain as agricultural and discourage non-agricultural development of such lands. Direct future non-agricultural development toward the designated Urban Expansion, Rural Residential, Rural Village, and Commercial-Industrial Area designations on the Future Land Use Map.*



*ACA Principle 4: Design areas identified for development to limit conflicts between agricultural uses and rural residences and other types of land uses. Through development practices preserve and protect prime agricultural lands and the ability to engage in agricultural activities.*

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

The Future Land Use Map also designates portions of this property as Natural Resource Area (NRA). Principles of this designation include:

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

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

*NRA Principle 3: Consider areas identified as Natural Resource Area for inclusion in the Greenbelt-Conservation District of the Land Development Regulations and/or take necessary steps to ensure resource conservation through other mechanisms.*

*NRA Principle 4: Develop site planning and performance standards to apply to properties designated as Natural Resource Area not included in the Greenbelt-Conservation District and in which limited development may occur.*

The proposed amendment to the Future Land Use Map is to change the 160-gross acre area to the Rural Residential designation.

*"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 associated with the Rural Residential Area (RRA) include:

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

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

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

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

*RRA Principle 5: Locate proposed subdivisions on a case-by-case basis. Establish and use location guidelines in the review process for new rural subdivisions.*

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

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



### **Official Zoning Map**

The subject property is currently zoned A-1 Agricultural District. The Statement of Intent for the A-1 Agricultural District is as follows:

*The A-1 District is intended and designed to accommodate land uses compatible with agriculture and to protect agricultural land from encroachment of urban land uses. The Cornerstone to Capstone (C2C) Comprehensive Plan designates priority agricultural land as Agricultural Conservation Areas. These areas are intended to preserve rural character by limiting the development of most new non-farm dwellings to large lots. In some instances, the A-1 District permits non-farm residential development on smaller lots in furtherance of the Cornerstone to Capstone (C2C) Comprehensive Plan goals and objectives.*

The applicant is requesting an official zoning map amendment from the A-1 Agricultural District to the R-1 Transitional Residential District. The Statement of Intent for the R-1 Transitional Residential District reads:

*The R-1 Transitional Residential District is designed to provide a district for single-family detached dwellings between a rural and urban density. Subdivisions created within the R-1 district may also include community facilities and open space uses, with special provisions to protect the residential character of the District. This District is not intended to permit isolated rural dwellings incompatible with surrounding land uses and not in conformance with the Cornerstone to Capstone (C2C) Comprehensive Plan.*

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### **Proposed Use**

The applicant has requested this rezoning and amendment to the C2C Future Land Use Map designation to accommodate a proposed major residential subdivision to be located in the northwest, northeast, and southeast quarter quarters. The applicant indicated that the southwest quarter quarter would not be developed for single-family dwellings and would remain open space to be used as stormwater management area and for recreational uses. The applicant has submitted a conceptual plan for the proposed residential subdivision, however, this is a preliminary concept, and the item to be considered is the application for the amendments of the Official Zoning Map and the C2C Future Land Use Map designation only.

The applicant proposes to re-zone the 160 gross acres located in the northwest quarter of Section 7 in Franklin Township. The subject property is located in the southeast corner of the 170<sup>th</sup> Street and 500<sup>th</sup> Avenue (Story/Boone County Line Road) intersection. The proposed rezoning is from the A-1 Agricultural District to the R-1 Transitional Residential District.

The County's Natural Resource Area designation on the C2C Future Land Use Map indicates that there are natural resources present on this site. Due to the generality of the map and discussions of the proposed request at Conceptual Review, a field survey of the site was completed. As a part of the application narrative, the applicant has included a report prepared by Dr. Thomas Rosburg, a professor of Ecology and Botany at Drake University, dated November 6, 2018. The field review was



requested by the Story County Conservation Board. This report summarizes the late-season plant survey of the site that was completed on October 15, 2018 by Dr. Rosburg. In the report, Dr.

Rosburg concludes the following:

1. *There is a significant native prairie component on this site.*
2. *The south- and west-facing slopes are the most important locations supporting prairie remnant populations.*
3. *The full extent of the quality of the prairie remnants cannot be fully determined at this point due to the lateness in the growing season.*

Dr. Rosburg’s report also includes a map of locations of native prairie species identified on site. In general, these species were primarily located on the steep slope areas of the south half of the northwest quarter quarter and on the western half of the southeast quarter quarter. Please see the full report on the Agenda Center for this map and additional details on the survey.

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## Analysis

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### Rezoning Standards of Approval

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

- A. The proposed rezoning shall conform to the Story County Cornerstone to Capstone (C2C) Comprehensive Plan.  
**Staff Comment:** The C2C Plan Zoning Compatibility Matrix indicates that the R-1 District is compatible with the Rural Residential Areas, Rural Village Areas, and Urban Expansion Areas. The existing designation of the subject property is Agricultural Conservation Area and Natural Resource Area. The applicant is proposing to amend the C2C Plan Future Land Use Map for this property to designate it as Rural Residential Area. See the C2C Plan Future Land Use Map Amendment Analysis below.
- B. The proposed rezoning shall conform to the Statement of Intent for the proposed district and district requirements.  
**Staff Comment:** The future proposed use of the subject property aligns with the proposed rezoning of the property. The R-1 Transitional Residential District is intended for single-family residential development with minimum lot sizes of 25,000 square feet. The R-1 Transitional Residential District is proposed instead of the A-R Agricultural Residential District (1-acre minimum lot size) in order to allow a greater variety of lot sizes and through smaller lot configurations, better preserve the environmentally sensitive areas on the property.

The proposed use of the environmentally sensitive areas of the subject property for open space, recreation area, and storm water management (including the southwest quarter quarter) is not consistent with the Statement of Intent of the R-1 Transitional Residential District. In addition to preserving and maintaining the environmentally sensitive areas of the site, these areas are intended to be used as open space and for erosion control, drainage,



and water retention and control. These uses are permitted in and more closely align with the Statement of Intent of the GB-C Greenbelt Conservation District, which reads:

*The Greenbelt-Conservation District is intended to provide special regulations for resource conservation of lands containing sensitive environmental conditions. These regulations permit reasonable economic use of property and at the same time protect the natural resources and recreational assets of the area. This District is designated to promote water quality and conservation, to protect aquifers, alluvial soils and slopes; and to protect areas which possess outstanding scenic, vegetation, wildlife habitat, and travel corridors, geological, historic or recreational values. Structures inconsistent with the permitted uses shall not be allowed in the Greenbelt-Conservation District.*

The applicant has also indicated interest in working with Story County Conservation to create a management or ownership agreement for the environmentally sensitive areas on the subject property in order to provide the best preservation and maintenance of these areas. The applicant, Story County Conservation, and Planning and Development Staff agree that an arrangement of this sort would be a more effective method of preserving the native prairie species and other environmentally sensitive areas on the subject property than placing sole responsibility for the maintenance of these areas on future residents or a future homeowner's association. Further, it is important to consider that if left in an agricultural use and under private ownership, it would be difficult or improbable to enforce any preservation of the environmentally sensitive areas.

As such, it is Planning and Development Staff's recommendation to require the applicant to request a rezoning of the southwest quarter quarter of the subject property and the other environmentally sensitive areas located on the subject property to the GB-C Greenbelt Conservation District as a part of the subdivision plat submittal. The goal of this rezoning would be to provide the highest level of protection to the environmentally sensitive areas. Further, staff recommends a condition requiring the applicant to make a management and/or ownership agreement with Story Conservation that will best preserve and maintain the identified environmentally sensitive areas located on this property.

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

**Staff Comment:** Eagle Ridge is a major residential subdivision plat recorded in 2006. This subdivision is zoned A-R Agricultural Residential and is located one quarter mile (over 1,300 feet) south of the subject property with access off of 500<sup>th</sup> Avenue. Eagle Ridge Subdivision includes the area of one quarter quarter and contains fourteen (14) development lots on which thirteen (13) dwellings have been constructed. The development lots in the Eagle Ridge Subdivision range from 1.10 net acres in size to 1.71 net acres. The remainder of the subdivision area is designated as an outlot and is primarily FEMA designated floodplain. This is the same floodplain area that extends across the western portion and the southwest quarter quarter of the subject property. Since development is strongly discouraged within the floodplain, it could be determined that the



subject property is surrounding to the existing development at Eagle Ridge as the development is located on the south edge of the floodplain.

The 1<sup>st</sup> and 2<sup>nd</sup> Additions of the Buck Hill Estates Subdivision are located approximately one third mile (over 1,700 feet) north of the subject property on the west side of 500<sup>th</sup> Avenue, in Boone County. Buck Hill Estates 1<sup>st</sup> Addition was recorded in 2007 and the 2<sup>nd</sup> Addition was recorded in 2013. This area is zoned Rural Residential and lot sizes range from 1.11 net acres to 8.0 net acres. Planning and Development Staff drove through this development and noted that the development is extensive in size with paved roads and no curbs, larger and newer dwellings on large lots. These lots are served with propane gas service.

The existing character of the area surrounding the subject property is primarily agricultural parcels and large lot residential. The residential subdivisions located one-third mile to the north and one quarter mile to the south of the subject property both have lots greater than 1-net acre in size. Based on this character, Planning and Development Staff recommend a condition stating that the overall density of the proposed rezoning area shall not be greater than fourteen (14) lots per quarter quarter. This density is consistent with the Eagle Ridge Subdivision and it is greater than that of the Buck Hill Estates Subdivision in Boone County.

It should be noted that a future rezoning request (amendment) could be made by the applicant to remove this density condition if future development nearby or adjacent parcels change the overall character of the surrounding area.

- D. The proposed rezoning shall protect environmental resources. Rezoning of parcels containing more than fifty (50) percent of the gross acreage as lands identified with areas designated Natural Resource Areas on the Story County Development Plan (C2C) shall not be approved unless such requested action results in a district designation more restrictive than the current designation, the R-C Residential Conservation Design (Overlay) District is applied to the property, or conditions protecting the identified areas are attached to the rezoning request. (Ordinance No. 184)

**Staff Comment:** Based on the plant survey completed by Dr. Rosburg (Drake University Professor of Ecology and Botany), of the subject property on October 15, 2018, there are remnant prairie species present on site. Further inventory must be completed to determine the area's most important to preserve and any additional natural resources on the subject property that were not identified in the survey. Planning and Development Staff and the Story County Conservation Director support further collaboration to identify the locations of environmentally sensitive areas on the subject property as a condition of the rezoning approval. Environmentally sensitive area include but are not limited to wetlands, hydric soils, native prairie remnants, significant trees and cover, habitat for rare, threatened, or endangered species, steep slopes, historically significant sites, and drainage ways. In consistency with Principle 3 of the Natural Resource Area designation, once identified, these areas should be rezoned as GB-C Greenbelt Conservation and designated as Agricultural



Conservation Area and Natural Resource Area on the C2C Future Land Use Map and should be requested at the time of the subdivision plat submittal.

The concept plan for the future subdivision application as well as the application narrative indicate it is the intent of the applicant to use conservation subdivision design principles in the platting of the propose subdivision. Due to the environmentally sensitive areas on the site, the subject property is not an appropriate site for a traditional large lot subdivision. In order to ensure that the future subdivision plat maintains these conservation principles and to protect the environmentally sensitive areas from development, Story County Planning and Development Staff recommend a condition of the rezoning approval that requires the subdivision plat submittal to meet the requirements of the Story County Land Development Regulations R-C Residential Conservation Design (Overlay) District Chapter 86.15(4)(A)(1-7) as follows:

4. *Design and Improvement Requirements.*

A. *Land Suitability. No land shall be developed which is held to be unsuitable for any proposed use if identified as being environmentally sensitive. Areas identified as being environmentally sensitive include:*

- (1) *All wetlands and hydric soils by the Natural Resource Conservation Service or Story County Conservation, including a 50-foot buffer around all such identified wetlands.*
- (2) *Native prairie remnants.*
- (3) *Significant trees and cover.*
- (4) *All areas having slopes greater than 14 percent.*
- (5) *Areas that provide habitat for rare, threatened or endangered species.*
- (6) *Burial sites and Native American mounds.*
- (7) *Drainage ways that contain running water during spring runoff, during storm events or when it rains. A 30-foot buffer along each side of the drainage way shall be included.*

These basic requirements will ensure the future subdivision plat submittal maintains the conservation principles intended by the applicant and shown in the submitted concept drawing, without adding additional requirements for landscaping, sidewalks, or other infrastructure improvements that are required with the Residential Conservation (R-C Overlay District).

- E. In areas where the petition to rezone requests a change from A-1 District or A-2 District to another district, lands scoring 267 or above for total LESA score, as determined by a Land Evaluation Site Assessment (LESA) as adopted for Story County, shall not be approved. (Ordinance No. 208)

**Staff Comment:**

*The LESA scores of the quarter quarters of the subject property are indicated below:*

Northwest of the Northwest (Parcel #05-07-100-105): 246

Northeast of the Northwest (Parcel #05-07-100-200): 266

**Southwest of the Northwest (Parcel #05-07-100-305): 281**



Southeast of the Northwest (Parcel #05-07-100-400): 259

The difference in these LESA scores is a result of the varying Average Site Value, which is an average Corn Suitability Rating of the soil located on the property. One parcel, the southwest of the northwest (parcel #05-07-100-305) has a score of 281 (above in bold), which is above the threshold to allow a rezoning request. Rezoning applications for the other three parcels may be considered.

The proposed subdivision concept does not include the development of streets or dwellings within the southwest quarter of the northwest quarter (designated primarily as Floodplain by FEMA). However, the applicant is proposing to use this area as open space, recreation, and stormwater management area. These uses (soil and water conservation, drainage, water management, water control, and recreation) are Principal Permitted uses in the Greenbelt-Conservation District. The construction of housing is not permitted in the Greenbelt-Conservation District and would therefore ensure that the area in the floodplain would not be developed for single-family dwellings, better conserving the environmentally sensitive areas.

The LESA score considers surrounding zoning and surrounding land use in the overall score for the property. If the northwest, northeast, and southeast quarter quarters were rezoned to the R-1 Transitional Residential District, the LESA score of the southwest quarter quarter would be below 267, and thus be eligible for a rezoning request. This rezoning is recommended by staff as a condition of a future subdivision plat for this property and may be addressed at the same time as the subdivision plat by the Planning and Zoning Commission and the Board of Supervisors.

### **C2C Future Land Use Map Amendment Standards**

According to Section 92.08(1) of the *Story County, Iowa Code of Ordinances*, applicable standards for approval include:

- a. The extent to which the change would be consistent with the comprehensive plan goals and policies.

*The amendment of the Future Land Use Map Designation is consistent with several overall goals of the C2C Comprehensive Plan including:*

- *Housing Goal 2: Plan for housing types and densities that reinforce the predominately rural character of the unincorporated area of the County.*
- *Agricultural Resources Goal 2: Minimize conflicts between agriculture and non-agricultural uses.*
- *Cultural Resources Goal 1: New development in the unincorporated areas of Story County respect and enhances the area's rural character.*



**Applicable Land Use Goals**

**Land Use Goal 2:** Preserve, protect, and plan around the physical characteristics of the land, including floodplains, steep slopes, wetlands, rich soils, and rare geologic or environmental characteristics.

*The proposed amendment includes proposed conditions of identifying and designating the environmentally sensitive areas (including floodplain area) as Natural Resource Area. This designation will help to prevent development of the existing natural areas on the Subject Property.*

**Land Use Goal 3:** Consider the availability and capacity of local services and infrastructure when determining future land uses.

*The proposed amendment is proposed for the area located southeast of the 500<sup>th</sup> Avenue and 170<sup>th</sup> Street intersection. Both roads are paved county roads. This area is served by Midland Power Cooperative. This area does not currently have gas service, however, it has been communicated that based on discussions with the applicant about the proposed development, it is the intent of Alliant Energy to extend a gas line west from the City of Gilbert to the subject property.*

*Xenia Rural Water currently has a 6-inch water main along the east side of 500<sup>th</sup> Avenue adjacent to the subject property. There is also a 2-inch water line that extends west from Gilbert on the north side of the road to the farmstead directly north of the subject property. It was communicated by Xenia Rural Water staff that the existing system has the capacity to serve a residential subdivision at this location. It does not however, have the capacity for fire flow or residential irrigation systems unless a line is extended from the 10-inch main located at the 190<sup>th</sup> street and George Washington Carver Avenue intersection.*

*This area is served by the Gilbert Fire Association (fire station located 2 miles east of the subject property, Mary Greely Ambulance (located over six miles to the southeast, as the crow flies), and Gilbert Community School District. The subject property is located within three drainage districts: The west half of the quarter section is in Joint Drainage District Boone-Story #8, the northeast quarter quarter is in Boone-Story #8 and Franklin #67, and the SE quarter quarter is in Franklin #67 and Franklin #95.*

**Land Use Goal 5:** Establish open space buffers or greenways that provide connectivity from one city to the next.

*The proposed development preserves the environmentally sensitive areas of the site in addition to the area directly to the north of Squaw Creek. This provides future opportunity for a water or other type of trail along Squaw Creek.*

- b. Evidence demonstrating the reason(s) why the plan should be changed, including but not limited to whether new information has become available since the comprehensive plan was adopted that supports reexamination of the plan, or that existing or proposed development offer new opportunities or constraints that were not previously considered.



*The proposed development offers new opportunities for identification and conservation of environmentally sensitive areas and the potential addition of recreation area that was not previously considered at the time the comprehensive plan was adopted.*

*The C2C Comprehensive Plan includes Map 29: Proposed Trails and Greenways Map which includes a proposed hard-surfaced trail along 500<sup>th</sup> Avenue and 170<sup>th</sup> Street (the western and northern boundaries of the subject property). With the residential platting of the subject property, it is an appropriate time to allocate a portion of the property to further the Conservation of Natural Resources and Recreation Goal to maintain, improve, and expand recreational features in Story County. It is recommended by Planning and Development and Conservation staff to require a 20' wide easement on the north and west sides of the property to allow for the potential future development of a hard-surface trail.*

- c. Whether or not the change is needed to allow reasonable development of the site.

*The proposed amendment from the Agricultural Conservation Area to the Rural Residential Area is necessary to allow residential development on this site. The proposed conditions of the amendment will more clearly locate and identify the Natural Resources Areas on the site and provide an opportunity for the preservation and maintenance of these environmentally sensitive areas.*

- d. The relationship of the proposed amendment to the supply and demand for the particular land uses within the county and immediate vicinity of the site.

*There is demand for rural residential dwellings with easy access to jobs and recreation in Story County. With the growing population of Story County, additional housing will be needed. A majority of the rural residential development in the unincorporated area of the County has been of traditional subdivision design. This subdivision will provide another option for home buyers looking for smaller lot sizes and open recreation area. Housing Goal 2 of the C2C Plan includes Objective H2.1 "Manage residential development to prevent conflicts between incompatible land uses and to minimize the environmental impact of residential growth." The proposed conditions will assist in preserving the environmentally sensitive areas on this site. Additionally, the proposed condition requiring a 50 foot buffer between the proposed development lots and the agricultural use to the east will assist in meeting Land Use Goal 8, ensuring gradual land use transitions to reduce potential incompatibilities by maintaining a buffer between the proposed development and the existing agricultural uses in the area.*

- e. A demonstration that the proposed amendment has merit beyond the interests of the applicant.

*The Future Land Use Map amendment from the Agricultural Conservation Area to the Rural Residential Area designation would serve the interests of the applicant by allowing residential*



*lots to be platted and sold for single-family dwelling construction, providing additional opportunities for housing in Story County. With the proposed conditions of identifying the environmentally sensitive areas on the site, designating these areas as Agricultural Conservation Area and Natural Resource Area, and the collaborating with Story County Conservation to determine the best method for preserving and maintaining the naturally occurring resources on the site, current and future residents of Story County will benefit.*

*The preservation of the environmentally sensitive areas on the subject property provide benefits to adjacent land uses by maintaining open space and providing a buffer from the proposed development. Additionally, the preserved open space will provide space for improved storm water management and erosion control further minimizing the impacts of the proposed development on the adjacent land uses. Preservation will also foster habitat creation for the growth of the existing remnant prairie species as well as other environmentally sensitive areas and natural resources on the subject property.*

*The proposed amendment will further provide an opportunity to learn about conservation design development in the rural areas of Story County and act as a resource for future development of this type.*

- f. The possible impacts of the amendment on all specific elements of the comprehensive plan as may be applicable, including but not limited to:
  - 1. Vision and Goals; *No impact anticipated.*
  - 2. Goals, Objectives and Strategies as related to the following from the C2C Plan: Agricultural Resources, Community Facilities and Services, Communications and Public Safety, Emergency Preparedness, Cultural Resources, Infrastructure and Utilities, and Intergovernmental Coordination; *No impact anticipated.*
  - 3. Conservation of Natural Resources and Recreation; *The proposed amendment, meeting the conditions proposed for approval, will further the Natural Resource and Recreation Goals through the preservation of the environmentally sensitive areas and by providing an opportunity for future expansion of recreational features in Story County.*
  - 4. Land Use; *The proposed amendment, meeting the proposed conditions, would amend the Future Land Use Map Natural Resource Area layer to provide a more accurate representation of this area's natural resources.*
  - 5. Economic Prosperity; *No impact anticipated.*
  
- g. Transportation.

*The proposed designation amendment will likely have a significant impact on the traffic along 500<sup>th</sup> Avenue and 170<sup>th</sup> Street. With the recently adopted Traffic Impact Analysis and Study ordinance, the applicant will be required to submit an analysis as a part of the major subdivision application to better understand the potential impacts of the development on adjacent roads and possible mitigation strategies.*



*Story County Planning and Development Staff and Story County Conservation are recommending a condition to provide a 20' wide easement along the west and north edges of the proposed subdivision for potential future development of a hard-surfaced trail to connect the residential area with the City of Gilbert and the natural resource areas in the southwest quarter of the subject property.*

- h. Consideration of the fiscal impact of the proposed amendment to Story County. *Any potential fiscal impacts will be determined at the time of submittal of the major subdivision plat application.*

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## Comments

The following comments are part of the official record of the proposed **Story County Zoning Map Amendment, Case No. REZ04-18**. If necessary, conditions of approval may be formulated based off these comments.

### **Comments from the Conceptual and Interagency Review Team**

A conceptual Review meeting was held for the proposed rezoning and subdivision on October 11, 2018. Representatives from the City of Gilbert were present at the meeting. Once submitted, the rezoning application was routed to the Interagency Review Team. The following are relevant comments that were provided during these review periods.

#### Story County Assessor's Office:

*Building lots will be assessed under the Iowa Platting Law. Vacant lots will be valued at a minimal agricultural value for 5 years or until built upon. Vacant lots will be assessed at Market Value after the 5 year period is over.*

#### Story County Auditor's Office:

*The NW Quarter of Section 7-84-24 where the proposed subdivision is to be located lies within the boundaries of three drainage districts. If the land is developed, benefits to drainage will be divided among the new parcels in proportion to the area of each parcel within the district. In general, drainage districts are levied every 3-5 years but this varies widely. The most recent levy against any of these 3 districts was in 2013.*

#### Story County Conservation:

*Portions of this property are included in the Natural Resource Area designation. This designation is due to the presence of native prairie remnants. We have conducted some preliminary plant surveys on the site- one in October 2018 and one in September 2016. Those surveys indicate that 22 species of native prairie species exist on the site. Prairie remnants are Rare and Sensitive Communities in Iowa and thus are considered habitats of greatest conservation need. One of these plant species is very rare in the county and in central Iowa. This species is also a primary food source for 2 species of greatest conservation need - a classification designated in the Iowa Wildlife Action Plan. Findings of these surveys indicate that the designation of Natural Resource Area should remain.*



*Portions of the property have been dramatically altered from their natural conditions. These portions do not warrant designation as Natural Resource Areas. There may be potential for a rezone which has no detrimental effect to limited effect on the natural resources of the site.*

*We continue to gather data on the natural resources of the property. I look forward to working with the applicant to explore the potential of environmentally sensitive development.*

**Story County Engineer's Office:**

- 1. Proposed driveway locations need to be reviewed to make sure that they have 500' of sight distance.*
  - 2. Keep drainage within drainage district boundaries.*
  - 3. Avoid disturbing or building over District Tile.*
  - 4. This will add 700+/- vehicles per day to 170<sup>th</sup> Street.*
  - 5. Traffic impacts and access locations will be addressed when a subdivision plat is submitted.*
- The new Traffic Impact Analysis and Study Ordinance will be in effect.*

**Story County Environmental Health Department:**

*The group discussed the pros and cons of installing advanced treatment units with laterals on each lot or a centralized unit that serves the entire development. The centralized system is beneficial to the residents because it gives more flexibility for house placement and landscaping, setbacks for vertical geothermal wells and eliminates most of the hassle of onsite ownership. According to Mr. Renaud, the plant discharge will be distributed in the soil, and not be an open discharge, which provides better treatment before reaching Squaw Creek. The downside of a centralized system is the need for a plant operator, and, according to Mr. Renaud, the main drawback to centralizing is the upfront cost for construction.*

*If individual onsite systems are installed, the outlot could possibly be used for laterals with the use of easements. System type will be determined by individual lot evaluations by an engineer. For onsite systems, the DNR requires using soil based systems for secondary treatment when the soil is acceptable. The survey maps show Clarion and Storden series, which are typically good for laterals or at-grades. I recommend more attention be given to lot lines and lot sizes to accommodate unusual contours that would make it difficult to accommodate onsites and houses with a large footprint.*

*As for drainage, we discussed the four drainage districts that encompass the proposed subdivision. I wonder if it matters which drainage district receives the added water from the wastewater, estimated at 28,000 gpd for the proposed subdivision (400 gpd for 70 new houses).*

*There was a discussion on tiling the area which will improve the conditions for basements and septic systems. Tiling is known to short circuit the drainage water to the creek. This in turn results in higher nitrate levels (and other nutrients and pesticides) reaching the creek. We can expect manicured lawns to be a high source of nutrients and pesticides. What will be done to mitigate the added nutrient load?*

*Water will be provided by Xenia.*



Story County Planning and Development Department:

1. *The property is located in the A-1 Agricultural District. This request will also require submittal of a rezoning application (detailed in Chapter 92.06 Amending the Official Zoning Map) from the A-1 Agricultural District to the R-1 Transitional Residential District. Please demonstrate how the proposed zoning designation fits with the existing or future character of the area.*
2. *Chapter 92.06(2) contains the Standard for approval for a rezoning request. Subsection D states "The proposed rezoning shall protect environmental resources. Rezoning of parcels containing more than 50 percent of the gross acreage as lands identified with areas designated natural resource areas on the Cornerstone to Capstone (C2C) Comprehensive Plan shall not be approved unless such requested action results in a district designation more restrictive than the current designation, the R-C Residential Conservation Design (Overlay) District is applied to the property, or conditions protecting the identified areas are attached to the rezoning request." The existing natural resources on the site will need to be determined prior to applying for the rezoning request.*
3. *Chapter 92.06(2)E. states "In areas where the petition to rezone requests a change from A-1 District or A-2 District to another district, lands scoring 267 or above for total LESA score, as determined by a Land Evaluation Site Assessment (LESA) as adopted for Story County, shall not be approved." LESA scores for the southern two parcels will need to be completed in order to determine eligibility for rezoning.*
4. *An Agricultural-Residential (A-R) zoning designation request is consistent with Eagle Ridge Subdivision ¼ mile to the south of the subject property and with the lot sizes in the Buck Hill Estates Subdivision in Boone County. As an alternative, to request the lot sizes shown on the concept drawing, a request to add the Residential-Conservation Design Overlay District may also be submitted. There are possible density bonuses and design criteria which are different than those identified in Chapter 88 General Site Planning Standards.*
5. *The proposed division would be considered a Major Subdivision Plat. Major Subdivisions must meet the requirements and process in Chapter 87.09 of the Story County Land Development Regulations.*
6. *Service Districts are Gilbert Schools, Mary Greeley Ambulance and Gilbert Fire. Statements indicating the ability to serve the proposed development from the fire chief and utility providers should be submitted with the full application. The property is located within the Xenia Rural Water and Midland Power Service districts. Planning Staff will communicate with the school district and ambulance service.*
7. *The C2C Future Land Use Map designations of this property are Agricultural Conservation Area and Natural Resource Area. Agricultural Conservation aims to conserve agricultural land and direct future non-agricultural development toward the designated Urban Expansion, Rural Residential, Rural Village, and Commercial-Industrial Areas. The Natural Resource Area designation aims to mitigate the impacts of proposed development contiguous to areas identified as Natural Resource Area. The proposed C2C map amendment would be to the Rural Residential designation. Please demonstrate why these designations should be changed to accommodate the proposed residential use. All requirements of Chapter 92.08 must be met. The existing natural resources on site will need to be determined.*



8. *All General Site Planning Standards found in Chapter 88 of the Land Development Regulations must be met.*
9. *In designing the subdivision, what site factors were taken into consideration? (e.g. slope and soils)*
10. *What is the future plan for Outlot A?*
11. *How will the proposed development be phased?*
12. *The Story County Engineer will need to determine whether the proposed west access is safe and meets the 500 foot site visibility requirement.*
13. *Please further explain the widths indicated for the right-of-way. The right-of-way on the south side of 170<sup>th</sup> Street is required to include at least 60' south of the road centerline (Table 88-1 of the Story County Land Development Regulations).*
14. *A maximum of 15% of naturally occurring resources on the property may be removed for earth grading, roadway construction, building site clearance or related construction activity.*
15. *What is the ratio of developed to undeveloped area for the entire project? Chapter 88.05 (3) indicates that 15% of a major subdivision shall be dedicated to common open space and shall be maintained by a homeowner's association or deed covenants.*
16. *Are there any plans to help buffer the proposed eastern and northern lots from the existing livestock farms?*
17. *Please provide a 30-foot easement for the waterway located in the center of the property as identified in Chapter 88.05(1). Maintenance and up keep shall be through the home owners association or deed covenant.*
18. *Are any stormwater measures proposed in accordance with the Iowa Stormwater Management Manual?*
19. *This property lies within 3 Drainage Districts.*
20. *Would the proposed lots be served with natural gas or propane?*
21. *Is there any landscaping proposed?*

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

Notice letters were sent to property owners within ¼ mile of the proposed rezoning and to the City of Gilbert on November 27<sup>th</sup>, 2018 regarding the Planning and Zoning Commission Meeting on December 5<sup>th</sup>, 2018 and the Board of Supervisors Meeting on December 11<sup>th</sup>, 2018.

- Planning and Development has received a three phone calls for additional information on the rezoning request.
- A Planning and Zoning Commission Member was contacted by the Mayor of Gilbert to discuss the proposed project.
- A Commission Member forwarded comments and questions from an adjacent property owner regarding:
  1. Drainage District Boundaries, drainage tile preservation, and the natural flow of water (i.e. floodplain)
  2. Is the GB-C District applicable?
  3. Is the R-C Design Overlay District applicable?
  4. Further studies of the environmentally sensitive areas should be completed.



5. Is placing 80 houses on such a small area consistent with Principle 1 for Rural Residential Areas in the C2C Plan? (RRA Principle 1: Ensure that new development is sensitive to the predominantly rural nature of the areas.)

**Public Comments from the December 5, 2018 Planning and Zoning Commission Meeting**

During the public hearing at the Story County Planning and Zoning Commission meeting on December 5<sup>th</sup>, 2018, the following comments were made by members of the public in attendance.

One Story County citizen indicated that she appreciates the potential for this development to serve as a model for future development of similar types of subdivisions (conservation design). She echoed staffs statement regarding the need for housing in Story County and further stated that Iowa is ranked the lowest of 50 states for the amount of natural landscaping remaining – therefore these resources are worth preserving. She noted that there appear to be some conflicts between the proposed layout of the future subdivision shown in the concept drawing encroaching on the environmentally sensitive areas identified in Dr. Rosburg’s site survey. This citizen stated she sees major benefits to having Story County Conservation manage the environmentally sensitive areas on the property, however has concerns with the ability for the prairie to be burned if there are homes constructed. She provided examples of potential impacts of development on native prairie remnants and environmentally sensitive areas in these types of developments as seen across the country such as property owners planting invasive species, dumping grass clippings, and digging gardens in the areas intended to be preserved.

The property owner directly to the north of the proposed rezoning expressed concerns regarding how the Land Evaluation Site Assessment (LESA) scores are calculated and stated that he does not believe the County is truly trying to preserve agricultural land. He asked how staff calculated a maximum of 56 lots based on the density of Eagle Ridge since only three quarter quarters are proposed for development. Concerns about maintaining the natural flow of water on the site were raised as well as that the proposed development is not consistent with the rural character of the area. The property owner also raised a question about how the applicant proposes to buffer the impacts of the residential development from the existing livestock and crops in the area.

The property owner that lives directly to the east informed the Planning and Zoning Commission that he has farmed the subject property for 25 years. He indicated that the low LESA score doesn’t represent the very productive ground on the site. The property owner raised concerns about emergency response accessing the proposed lots on the south edge of the property during large rain events due to the topography of the site. He noted that he has cattle on the western edge of his property, which is immediately adjacent to the proposed development, and has concerns about liability issues if homes are constructed. He indicated there are potential issues with dogs, fireworks, and other actions frightening the cattle. He also commented on the large amount of farm traffic along 170<sup>th</sup> Street, a Farm-to-Market road, between the subject property and the City of Gilbert. The property owner questioned the timing of the development of the subject property as



there is land closer to Ames that has not yet been developed. There are also lots available in Buck Hill Estates on the west site of 500<sup>th</sup> Avenue.

A member of the Gilbert City Council provided personal comments on the proposed rezoning and future development of the subject property. She mentioned the recent annexation of land for residential development to the City of Gilbert and for her preference of development within the City rather than in the unincorporated areas. She commented on the additional cost to the Gilbert Fire Department for water that may be partially used at this location, as Xenia Rural Water doesn't have capacity for fire flow at this site. The City Council member also raised concerns about the increase of traffic along 170<sup>th</sup> Street and within the Gilbert City limits. The City Council member noted the increase in the tax base for the Gilbert Community School District if this development takes place.

**Planning and Zoning Commission discussion and comments from the December 5, 2018 meeting are as follows:**

Murken asked about the reason staff supported the rezoning of the three quarter quarters when there are native prairie remnants located on these parcels. Staff responded that ultimately, with the proposed conditions, the environmentally sensitive areas identified through a more detailed survey of the property will be zoned as Greenbelt Conservation GB-C, designated as Agricultural Conservation and Natural Resource Area on the C2C Future Land Use Map, and be maintained and/or owned by Story County Conservation. Murken had a question about how much of the developable area will be impacted by requiring the 20' easements along the west and north sides of the property and requiring the 50' buffer to the east, and what is the impact of the three drainage district boundaries located on the subject property. Staff replied that they do not anticipate the required easements and setbacks will significantly impact the developable area based on the concept drawing provided by the applicant. Staff also shared that special consideration will have to be taken to ensure the stormwater drainage is maintained within respective district boundaries after development occurs.

Mens expressed concerns about the impact of the proposed development on the existing adjacent livestock and other farming operations, as she is a part of the agriculture industry. She noted that a fence may be necessary around the entire property in the future to protect and limit encroachment on the adjacent agricultural uses.

Steele asked about the meaning behind "transitional" in the R-1 Transitional Residential District name. Staff indicated it is their understanding that "transitional" refers to density. Murken noted she would not have interpreted it in the same way. Steele asked about the C2C Future Land Use Map designations between the subject property, Gilbert, and south to the Cameron School Road. It was discussed that a majority of that area is located in the Ames Urban Fringe Plan and therefore does not have a designation specific to the C2C Future Land Use Map. It was noted by staff that the subject property is located outside of the Ames Urban Fringe boundary. Steele raised questions about how staff arrived at the density condition by considering the surrounding land use of the area. Steele noted that the Eagle Ridge Subdivision is located a quarter mile from the very



southwest corner of the subject property, and further from where actual development is proposed. Steele questioned if this can really be considered surrounding land use. Steele and Murken had questions about why the southwest quarter quarter was included in the rezoning request when no residential development will take place within this area. Staff stated that if the floodplain is considered a corridor that restricts development, Eagle Ridge is located on the south side of the floodplain corridor and is surrounding to the subject property.

Steele further asked about the impact of the rezoning on the LESA scores of the surrounding properties. Staff indicated that the LESA scores of the adjacent properties would likely decrease and could potentially make the properties candidates for a rezoning request.

Cable inquired about proposed Condition #1, which limits the development an overall density of 14 lots per quarter quarter. Staff verified that this condition limits the proposed development to 56 lots maximum which is fewer than the proposed 81 lots shown on the concept plan. Smith commented that the number 56 is based on four quarter quarters when the actual subdivision is only three quarter quarters in size. Steele commented that the inclusion of the southwest quarter quarter is troubling to him. Steele stated that he felt it was included as a way to increase the area set aside for open space and to locate the subject property within general proximity to a land use similar to what is being proposed.

Steele commented that he found the interdependency of the conditions proposed by staff interesting. Steele questioned the use of a conditional rezoning to require an applicant to apply for another rezoning (southwest quarter of the subject property from A-1 to GB-C). Murken raised questions about the existing ordinance that does not allow a rezoning from an A-1 or A-2 District to another district if the LESA score is 267 or greater and inquired about the reason for that. Murken asked if the southwest quarter quarter could be left zoned as A-1 Agricultural. Staff indicated currently the southwest quarter quarter cannot be rezoned as the ordinance prohibits it based on the LESA score and that the proposed uses (stormwater management, erosion control, and recreational uses) more closely align with the principle permitted uses of the GB-C Greenbelt Conservation district. Steele asked why the County does not initiate the rezoning of the southwest quarter quarter, rather than require the applicant to do so. Staff indicated that it is the applicant who initiated the original rezoning for the proposed residential development.

Following the failed motion by Cable, Steele asked about why the R-C Design Overlay district wasn't applied to this property. Staff indicated that there are requirements (different road requirements, trees, sidewalks) within the overlay district that staff believed should not be applied to the proposed development. These standards appear to be more appropriate for an urban setting or an area in closer proximity to an urban area. Adding a portion of the requirements from the R-C Design Overlay District does, however, ensure conservation design principles are used in a future subdivision plat submittal for the subject property. Steele commented that this application seems to be a good candidate for use of the R-C Design Overlay district, and if the ordinance falls short, perhaps amendments should be reconsidered. Staff commented that the application is for a development that has general conservation design components. The R-1 Transitional Residential



minimum lot size will provide greater protection to the environmentally sensitive areas of the property as it permits a greater range of lots sizes and the applicant's plan is to keep lots and other improvements out of these areas. Smith commented that even with proposed condition 1, the development footprint occupied by the residential lots on the plat could be the same as the concept drawing as there is not a maximum lots size in the R-1 zoning district. Staff agreed that this could be the case, however the proposed conditions also require further study of the environmentally sensitive areas on the property, which upon identification may decrease the area allowable for residential lots and related development improvements.

**Public Comments prior to the December 11, 2018 Board of Supervisors Meeting**

On Monday, December 10, 2018, Planning and Development Staff received an email from an adjacent property owner with several questions related to the LESA evaluation and also the meaning of rural versus urban residential density.

**Public Comments from the December 11, 2018 Board of Supervisors Meeting**

During the public hearing at the Story County Board of Supervisors meeting on December 11<sup>th</sup>, 2018, six members of the public spoke, generally in opposition, about the proposed rezoning and C2C Future Land Use Map amendment. Some of the key points made regarding the proposal included, but were not limited to, the impact of a large residential subdivision on existing farm operations, the projected traffic from the dwellings on area roads used by farm equipment, the existing rural character of the area, the Land Evaluation Site Assessment Score (LESA), the goals of the C2C Plan, following zoning ordinance requirements, the impact of dense rural residential development on the climate, the intent of the R-1 Transitional Residential District, and the impact of future residential development on the environmentally sensitive areas on the subject property.

**Public Comments following the December 11, 2018 Board of Supervisors Meeting**

On December 12, 2018, the Board of Supervisors Chair, Rick Sanders, received an email from an individual that lives approximately one half mile from the subject property. The email shared concerns about existing infrastructure, the proposed residential traffic mixing with farm traffic, biking, impact on water quality, and potential impact on the rural lifestyle.

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## Conditions of Approval

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According to Section 92.06(3) of the *Story County, Iowa Code of Ordinances*, as a part of an ordinance authorizing an amendment, supplement or change in a district, or from one district to another district, the Board of Supervisors may impose conditions on a property owner, heirs and assigns, which are in addition to existing regulations if the additional conditions have been agreed to in writing by the property owner before the required public hearing or any adjournment of the hearing regarding the third consideration of the application.



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## Points to Consider

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The following are points to consider in evaluating the applicant's request to amend the Official Zoning Map and amend the C2C Comprehensive Plan Future Land Use Map Designation for the northwest quarter of Section 7 in Franklin Township.

1. An onsite plant survey found the presence of native prairie remnants and other natural resources on certain areas of the subject property. The Story County C2C Comprehensive Plan prioritizes preservation of Natural Resources including native prairie remnants and discourages development in these areas. Principle 3 of the Natural Resources Designation in the C2C plan proposes the GB-C Greenbelt Conservation zoning district as an appropriate method of preserving natural areas.
2. The applicant, Story County Conservation, and Planning and Development Staff agree that having the Story County Conservation Board and the applicant enter into a management/ownership agreement would be a more effective method of preserving the native prairie species and other environmentally sensitive areas on the subject property than placing sole responsibility for the maintenance of these areas on future residents or a future homeowner's association.
3. The subject property is located 1.5 miles west of the City of Gilbert in the southeast corner of the intersection of 500<sup>th</sup> Avenue and 170<sup>th</sup> Street, adjacent two paved County Roads.
4. Since development is discouraged within the floodplain, it can be determined that the subject property is surrounding to the existing development at Eagle Ridge.
5. The existing character of the area surrounding the subject property is primarily agricultural parcels and large lot residential. The residential subdivisions located one-third mile to the north and one quarter mile to the south of the subject property both have lots greater than 1-net acre in size. Allowing an overall density of fourteen (14) dwellings per quarter quarter is consistent with the Eagle Ridge Subdivision to the south and is greater than that of the Buck Hills Estates Subdivision to the north in Boone County.
6. A rezoning to the R-1 Transitional Residential District, rather than the A-R Agricultural Residential, will allow for smaller lot sizes, offering a greater possibility of protecting the environmentally sensitive areas and open space areas.
7. At the time the application for the major subdivision is submitted, a Traffic Impact Analysis will be required for the proposed development at the subject property. Any road or traffic impacts of the proposed development will be considered at that time.
8. The C2C Comprehensive Plan includes Map 29: Proposed Trails and Greenways Map which includes a proposed hard-surfaced trail along 500<sup>th</sup> Avenue and 170<sup>th</sup> Street (the western and norther boundaries of the subject property).

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## Staff Recommendation

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Story County Planning and Development Staff support the proposed rezoning from the A-1 Agricultural District to the R-1 Transitional Residential District and the C2C Future Land Use Map Designation from the Agricultural Conservation Area to the Rural Residential Area for the



Northwest Quarter of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter and the Southeast of the Northwest Quarter of Section 7 with the following conditions:

1. The overall density of the future subdivision shall be consistent with the density of the Eagle Ridge Subdivision located to the south, not to exceed fourteen (14) development lots per quarter quarter, in order to match the existing character of the area.
2. The applicant shall collaborate with Story County Conservation to identify and map the locations of environmentally sensitive areas, including the southwest of the northwest quarter quarter, on the subject property including but not limited to those identified in Condition 7 below.
3. The applicant shall request a Future Land Use Map Designation amendment for the environmentally sensitive areas, identified in Condition 2, from the requested Rural Residential Designation to the Agricultural Conservation Designation at the time of the proposed subdivision plat and rezoning submittal (see Condition 4). The environmentally sensitive areas identified in Condition 2 shall be further designated as Natural Resource Area on the C2C Future Land Use Map.
4. In order to ensure the long-term protection of the environmentally sensitive areas and the floodplain areas, an application to rezone the southwest quarter of the northwest quarter of Section 7 and all environmentally sensitive areas, identified in Condition 2, from the A-1 Agricultural District and the R-1 Transitional Residential District to the GB-C Greenbelt Conservation District shall be submitted by the property owner/applicant with the proposed subdivision plat. A management and/or ownership agreement with Story County Conservation shall be made and submitted at the time of the rezoning in order to best preserve and maintain the identified environmentally sensitive areas located on this property.
5. In accordance with Principle 4 of the Rural Residential Area C2C Future Land Use Map Designation, a buffer of no less than 50 feet shall be maintained between the proposed subdivision development lots and the agricultural land use located to the east.
6. A 20' wide easement for a future hard-surfaced trail shall be provided on the north and west sides of the proposed subdivision for future trail development as described in the C2C Cornerstone to Capstone Comprehensive Plan (See Map 29: Proposed Trails and Greenway Map).
7. As part of the subdivision plat submittal, the development improvements shall meet the requirements of the Story County Land Development Regulations R-C Residential Conservation Design (Overlay) District Chapter 86.15(4)(A)(1-7) as follows:
  4. *Design and Improvement Requirements.*
    - A. *Land Suitability. No land shall be developed which is held to be unsuitable for any proposed use if identified as being environmentally sensitive. Areas identified as being environmentally sensitive include:*
      - (1) *All wetlands and hydric soils by the Natural Resource Conservation Service or Story County Conservation, including a 50-foot buffer around all such identified wetlands.*
      - (2) *Native prairie remnants.*
      - (3) *Significant trees and cover.*



- (4) All areas having slopes greater than 14 percent.*
- (5) Areas that provide habitat for rare, threatened or endangered species.*
- (6) Burial sites and Native American mounds.*
- (7) Drainage ways that contain running water during spring runoff, during storm events or when it rains. A 30-foot buffer along each side of the drainage way shall be included.*

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## **Planning and Zoning Commission Action**

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Following discussion at their December 5, 2018 Planning and Zoning Commission meeting, a motion was made by Cable to recommend approval of Planning Staff's recommended conditions, removing Condition #1 (maximum density), to the Story County Board of Supervisors. This motion failed for lack of a second. Another motion was made by Smith to recommend approval of the staff recommendation to the Board of Supervisors as provided above (Alternative #5). This motion failed (vote 2-3). No additional motions were made by the Planning and Zoning Commission. A majority vote of the Planning and Zoning Commission members present as the meeting is required to pass a motion.

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## **Board of Supervisors Action**

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Following public comments and discussion at their December 11, 2018 meeting, the Story County Board of Supervisors approved the first consideration the proposed Rezoning (Ordinance No. 280) and C2C Future Land Use Map Amendment (Resolution #19-47) with the following conditions:

1. The total number of development lots shall not exceed the total number of developable acres, up to a maximum of 70 developable acres (i.e. not to exceed 70 single-family dwellings)
2. The applicant shall work with Story County Environmental Health and Story County Planning and Development to identify areas on the subject property where it is possible to group septic system discharge for the purpose of limiting disruption to prairie remnants and other environmentally sensitive areas.
3. The applicant shall collaborate with Story County Conservation to identify and map the locations of environmentally sensitive areas, including the southwest of the northwest quarter quarter, on the subject property including but not limited to those identified in Condition 8 below.
4. The applicant shall request a Future Land Use Map Designation amendment for the environmentally sensitive areas, identified in Condition 3, from the requested Rural Residential Designation to the Agricultural Conservation Designation at the time of the proposed subdivision plat and rezoning submittal (see Condition 5). The environmentally sensitive areas identified in Condition 3 shall be further designated as Natural Resource Area on the C2C Future Land Use Map.



5. In order to ensure the long-term protection of the environmentally sensitive areas and the floodplain areas, an application to rezone the southwest quarter of the northwest quarter of Section 7 and all environmentally sensitive areas, identified in Condition 3, from the A-1 Agricultural District and the R-1 Transitional Residential District to the GB-C Greenbelt Conservation District shall be submitted by the property owner/applicant with the proposed subdivision plat. A management and/or ownership agreement with Story County Conservation shall be made and submitted at the time of the rezoning in order to best preserve and maintain the identified environmentally sensitive areas located on this property.
6. In accordance with Principle 4 of the Rural Residential Area C2C Future Land Use Map Designation, a buffer of no less than 50 feet shall be maintained between the proposed subdivision development lots and the agricultural land use located to the east.
7. A 20' wide easement for a future hard-surfaced trail shall be provided on the north and west sides of the proposed subdivision for future trail development as described in the C2C Cornerstone to Capstone Comprehensive Plan (See Map 29: Proposed Trails and Greenway Map).
8. As part of the subdivision plat submittal, the development improvements shall meet the requirements of the Story County Land Development Regulations R-C Residential Conservation Design (Overlay) District Chapter 86.15(4)(A)(1-7) as follows:
  4. *Design and Improvement Requirements.*
    - A. *Land Suitability. No land shall be developed which is held to be unsuitable for any proposed use if identified as being environmentally sensitive. Areas identified as being environmentally sensitive include:*
      - (1) *All wetlands and hydric soils by the Natural Resource Conservation Service or Story County Conservation, including a 50-foot buffer around all such identified wetlands.*
      - (2) *Native prairie remnants.*
      - (3) *Significant trees and cover.*
      - (4) *All areas having slopes greater than 14 percent.*
      - (5) *Areas that provide habitat for rare, threatened or endangered species.*
      - (6) *Burial sites and Native American mounds.*
      - (7) *Drainage ways that contain running water during spring runoff, during storm events or when it rains. A 30-foot buffer along each side of the drainage way shall be included.*

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## Alternatives

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

1. The Story County Board of Supervisors approves the second consideration of the proposed Story County Zoning Map Amendment from the A-1 Agricultural District to the R-1 Transitional Residential District (Ordinance No. 280) and the Story County C2C Future Land Use Map Amendment from Agricultural Conservation Area and Natural Resource Area to the Rural Residential Area (RES #19-47) as put forth in case REZ04-18.



2. The Story County Board of Supervisors approves the second consideration of the proposed Story County Zoning Map Amendment from the A-1 Agricultural District to the R-1 Transitional Residential District (Ordinance No. 280) and the Story County C2C Future Land Use Map Amendment from Agricultural Conservation Area and Natural Resource Area to the Rural Residential Area (RES#19-47) as put forth in case REZ04-18 with conditions.
3. The Story County Board of Supervisors denies the second consideration of the proposed Story County Zoning Map Amendment from the A-1 Agricultural District to the R-1 Transitional Residential District (Ordinance No. 280) and the Story County C2C Future Land Use Map Amendment from Agricultural Conservation Area and Natural Resource Area to the Rural Residential Area (RES#19-47) as put forth in case REZ04-17.
4. The Story County Board of Supervisors remands the proposed Story County Zoning Map Amendment from the A-1 Agricultural District to the R-1 Transitional Residential District (Ordinance No. 280) and the Story County C2C Future Land Use Map Amendment from Agricultural Conservation Area and Natural Resource Area to the Rural Residential Area (RES#19-47) as put forth in case REZ04-17 back to the applicant and/or staff for additional information, and directs staff to place this item on a future meeting agenda.
5. **The Story County Board of Supervisors approves the second consideration of the proposed rezoning from the A-1 Agricultural District to the R-1 Transitional Residential District (Ordinance No. 280) and the Story County C2C Future Land Use Map Amendment from Agricultural Conservation Area and Natural Resource Area to the Rural Residential Area for the northwest, northeast, and southeast quarter quarters of Section 7 of Franklin Township (RES#19-47) with conditions as listed above. (1-8)**



## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **Story County, IA** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **150<sup>th</sup> Street over Skunk River Bridge Replacement.**

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

### Scope of Services

WHKS shall perform the following described services for the Client:

**Design and construction phase engineering services as described on the attached Scope of Services included in Exhibit A.**

### Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

**Billed Hourly with a Not-to-Exceed Fee of \$48,000 including Expenses. External expenses, if incurred, will include an administrative charge of 10 percent.**

Executed this 18<sup>th</sup> day of December, 2018

**Story County, IA**

By:



Printed Name:

Rick Sanders

Title:

Chair BOS

**WHKS & CO.**

By:



Printed Name:

Derek Thomas, P.E.

Title:

Principal

Recommended for approval by:

 12-10-18

Darren R. Moon, P.E.

Date



## Exhibit A to Professional Services Agreement

### A. Project Description

The project involves performing design and preparation of plans and specifications for the replacement of the 150<sup>th</sup> Street bridge over Skunk River (Bridge #3-31-N10, FHWA #316250). The existing bridge is a 150' x 20' single span thru truss bridge constructed in 1920. Average daily traffic is 100 VPD. The bridge is structurally deficient with a sufficiency rating of 36 which qualifies for Iowa DOT funding. The proposed bridge will be 3-span, 24-ft wide, and utilize Iowa DOT H24-06 standards (prestressed precast concrete beams (PPCB) with T-piers and standard integral abutments). The foundations will be supported on piling. There will be no curvature, aesthetics, or lighting on the bridge. Final bridge length, skew, and span arrangement will be determined during Preliminary Design.

Roadway work will include minor grading and surfacing work as needed for bridge construction, guardrail, erosion control, and traffic control. The roadway will match existing alignment and cross section. Vertical profile to be determined based on results of preliminary design. Roadway will be closed to traffic and staged construction will not be required. Project limits will be determined during Preliminary Design.

Design will follow the "Rural Design Aids", where possible, or "AASHTO Guidelines" according to Iowa DOT Local Systems I.M. 3.210 Rural Design Guidelines.

Services for the project will include survey, preliminary and final design, plan development, and all required submittals to meet Iowa DOT letting requirements for a SWAP project. The letting date is to be determined. Project submittal schedule will be negotiated, but majority of design work is anticipated in calendar year 2019.

Client is planning to directly contract the following services and will provide the results to WHKS: Geotechnical engineering services (soil borings and recommendations for foundations), Cultural/Environmental review, and paint/asbestos sampling and testing.

### B. Scope of Services Provided Under This Agreement:

#### 1. **Project Management and Meetings**

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.

**2. Topographic Survey and Research of Existing Conditions**

- Perform site topographical surveys to support new facilities. Topographic survey to include hydraulic cross sections to be taken upstream and downstream of the crossing. Four (4) cross sections are assumed. The survey shall also include section corners to establish section lines to determine the alignment.
- Develop project control and base map for the project.
- Locate the existing underground utilities as located by the Iowa One Call locate system.
- Collect, obtain and review relevant information from the Client.

**3. Hydrologic and Hydraulic Analysis and Permitting**

- Perform hydrologic and hydraulic analysis to evaluate the proposed bridge alternative in accordance with local and state flood plain permit requirements.
  - Perform hydrologic analysis using USGS StreamStats for data collection.
  - Conduct a site evaluation to verify base model, determine roughness coefficients, and water flow characteristics.
  - Analyze drainage area and hydrologic characteristics.
  - Create HEC-RAS model including all existing site cross sections, characteristics, and hydrology information.
  - Input the proposed bridge and roadway profile into HEC-RAS. Review model runs and determine the potential new bridge's effect on flood elevations.
  - Evaluate hydraulic model to analyze adequate bridge sizing, velocities, and backwater. Evaluate up to three (3) bridge configurations.
  - Determine the final bridge type, profile, and length based on the results of the hydraulic analysis and meeting Iowa DNR requirements for freeboard and backwater.
  - Evaluate need for channel shaping, berm slope stabilization, and inlet/outlet erosion controls such as revetment.
- Prepare and submit Joint Permit Application, including the bridge Type, Size, and Location (TS&L) drawing (preliminary plans developed in preliminary and final design phase), to Iowa DNR and U.S. Army Corps of Engineers.

**4. Preliminary and Final Design**

- Prepare preliminary and final plans and specifications to show the character and scope of work to be performed by contractors on the Project. Plans will follow Iowa DOT standards.
- Perform review of threatened and endangered species (T&E) in project area according to Local Systems I.M. 4.110.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Furnish Check and Final plans, specifications, and other contract documents as required to the Client. All submittals will be completed through TPMS. Plans will follow Local Systems I.M. 3.700 Check and Final Plans and I.M. 3.500 Bridge or Culvert Plans.
- Input project bid items and any special provisions, if necessary, in the Iowa DOT Bid Items Application website.
- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.

- Prepare and submit applicable construction permit application package to Iowa Department of Natural Resources, Iowa Department of Transportation, and US Army Corps of Engineers.

**5. Construction Administration**

- Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, and review of shop drawings.
- Perform wave equation (WEAP) analysis for pile driving.

**C. Special Engineering Services:**

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Quality control testing and construction materials testing
5. Asbestos and/or paint scrape testing
6. Geotechnical engineering services
7. Permits other than those identified above
8. Wetland Delineations or mitigation plans
9. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
10. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
11. Bridge aesthetics
12. Attendance at additional meetings (other than those listed above)
13. Construction phase engineering services, other than those listed above (i.e. construction administration, staking, construction observation, preparation of record drawings and project close-out services)

## STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

### 1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

### 2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

### 3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

### 4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

### 5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

### 6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

### 7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

### 8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

### **9. Delivery of Electronic Files**

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

### **10. Changed Conditions**

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

### **11. Permits and Approvals**

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

### **12. Suspension of Services**

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

### **13. Termination**

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

### **14. Unauthorized Changes**

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

**15. Jobsite Safety**

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

**16. Additional Services**

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

**17. Dispute Resolution**

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

**18. Third Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

**19. Extension of Protection**

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

**20. Timeliness of Performance**

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

**21. Delays**

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

**22. Right to Retain Subconsultants**

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

**23. Assignment**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

**24. Severability and Survival**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

**25. Hazardous Materials**

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

#### **26. Joint Participation**

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

#### **27. Record Documents**

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09



# STORY COUNTY

## Facilities Management

**JOBY BROGDEN**

Director  
515.382.7401

**JON EICKHOLT**

Assistant  
515.382.7402

Story County Administration  
900 6<sup>th</sup> St.

Nevada, Iowa 50201  
515.382.7404 FAX

DATE: December 6, 2018

TO: Board of Supervisors

From: Joby J. Brogden

RE: Replacement of Interior Heat Pump

Facilities Management Department would like to request the replacement of the interior heat pump servicing the North half of the front entry at the Justice Center facility.

The primary concern for replacement is that the heat pump is currently not operating due to a heat exchanger failure (referred to as the bundle in estimate). It is leaking geothermal loop water into the refrigerant coil. Unfortunately, there is no longer a replacement part available to repair this problem and repairing the leak is not usually successful and leads to other component failures. We have previously dealt with this issue on a different unit, which resulted in compressor failure.

Total request for the purchase and installation of a new interior heat pump unit would be **\$6930.00.**





# STORY COUNTY Facilities Management

**JOBY BROGDEN**

Director  
515.382.7401

**JON EICKHOLT**

Assistant  
515.382.7402

Story County Administration  
900 6<sup>th</sup> St.

Nevada, Iowa 50201  
515.382.7404 FAX

DATE: December 12, 2018  
TO: Board of Supervisors  
FROM: Joby J. Brogden *JB*  
RE: Relocating District Associate Judge

**APPROVED** **DENIED**  
Board Member Initials: *RS*  
Meeting Date: *12-18-18*  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facilities Management Department would like to request relocating District Associate Judge Owen and operation from first floor court room 1C to second floor court room 2C and its associated judge's chambers, located at the Story County Justice Center.

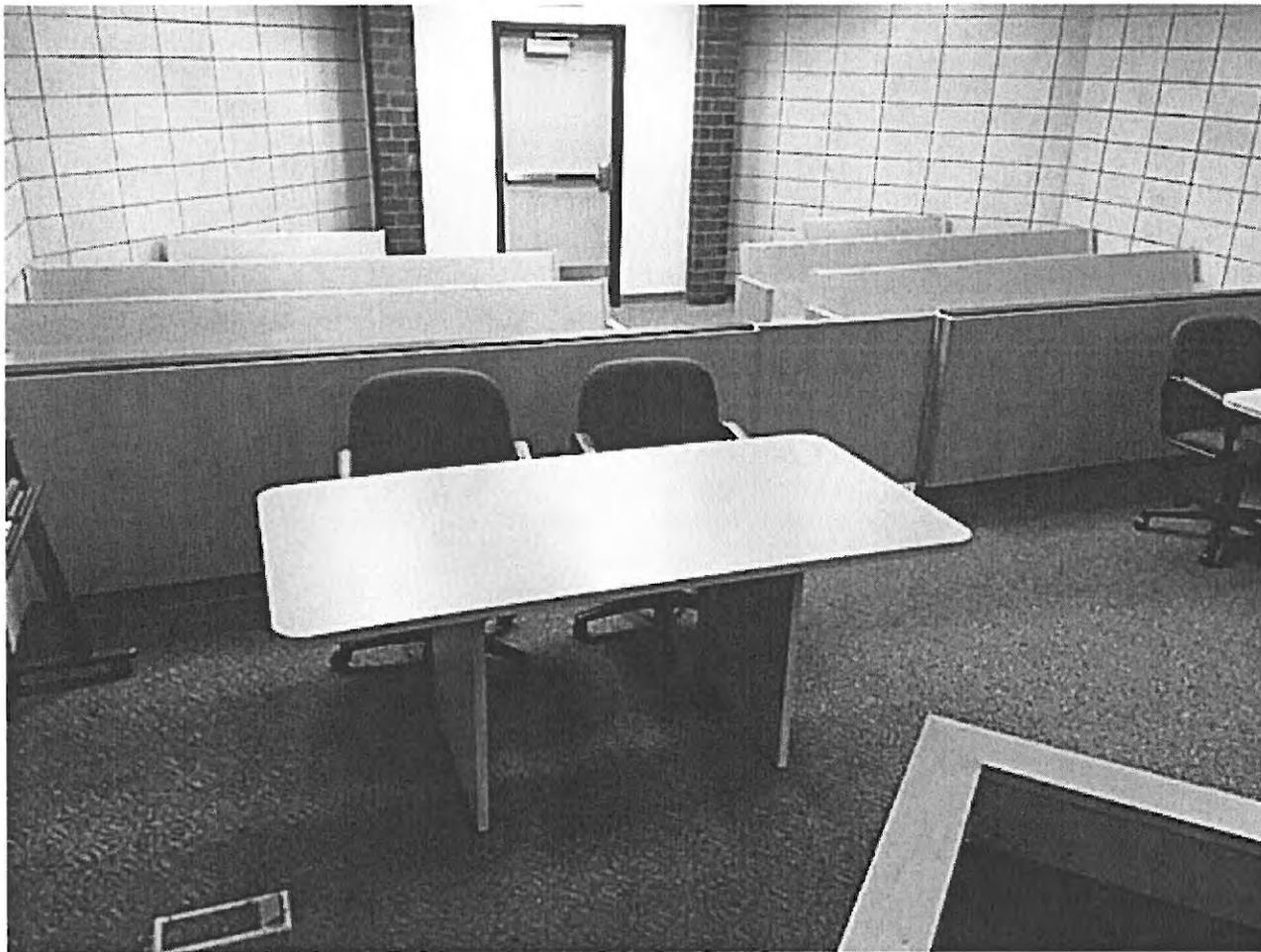
The primary reason for this request is to free up usable space that could potentially be utilized by the Story County Attorney's office. The County Attorney's office is in need of additional office space to accommodate the current staffing level they are operating with. Court room 1C currently resides immediately adjacent to the County Attorney's office, which makes it an ideal area for the Attorneys office to expand into in the future.

The relocating of the District Associate Judge operations will require some modifications to court room 2C and its associated chambers. The work needed to make this move will consist of adding a door and needed fire egress hardware. Adding keyless entry to the new door and one existing door will allow for separation of the District Associate Judge operations from the Associates Judge operations and provide needed security. Additionally Court room 2C will need an existing half wall removed, raising the court reporters seating area, and new carpeting once work is complete.

Approximate cost for room modification is \$3,000.00. The cost to add a new door, door hardware and keyless entry hardware is approximately \$3,000.00. The cost for new carpet and installation is approximately \$12,000.00.

The total amount requested for the relocation of Associate District Court Judge to Court Room 2C would be approximately **\$18,000.00**. This cost would impact the operating budget for the Justice Center to the point it may require a budget amendment. The additional request of the Board of Supervisors is to allocate the vacated space from court 1C and its associated judge's chambers to the Story County Attorney's office to be remodeled at a later date. The cost for remodeling this area to be added to the County Attorney's office will be determined once the scope of work is defined.







# 2018 BOARD ACTIONS

# 2018 ANNUAL REPORT Story County, Iowa

## 2018 BOARD OF SUPERVISORS' MEETING SUMMARIES\*

Proclamations and Recognitions	Minutes	Claims	Consent	Public Hearings	Additional Items	Agency Reports	Departmental Reports	Other Reports	Total Agenda Items	Length of Meeting	YouTube Video Views
20	46	23	439	42	204	46	34	31	924	75:54 total Average 1:34 per meeting	2,103 Average 40 views per meeting

\* Meeting summary through December 4, 2018 Regular Meeting

### HEALTH INSURANCE NEWS

In an effort to be able to provide a comprehensive and competitive benefit package to our employees, Story County transitioned to a partial, self-funded model for health insurance. Story County contracts with Employee Benefits Systems as our third-party administrator. The County purchases a fully insured health insurance plan through Aetna and self-insures the deductible and out-of-pocket max to the benefit levels provided to employees. The ultimate goal is to stabilize rate increases, reduce overall plan costs and move to a complete self-insured model for health insurance in the next few years.

### MOTOR GRADER LEASES

Five years ago, Story County started a lease program for the replacement of its motor grader fleet. The ten new motor graders leased for five years replaced an older fleet, mostly beyond its warranty period and experiencing costly repair bills and equipment down time. The new, leased fleet, under full warranty for five years, eliminated repair bills and allowed Story County to reduce the fleet by one motor grader due to the reliability of the newer machines. In an effort to be more efficient, the number of motor grader districts have been reduced over the past 25 years, greatly increasing the size of the districts and reducing the number of motor graders in the fleet. In response to this change, more reliable motor graders were needed, which was accomplished with the lease program. The newer fleet also lets Story County take advantage of the new technologies in motor grader design such as ergonomic joystick controls, which is appreciated by the operators. The Board of Supervisors recently approved a new five-year lease of ten motor graders to be delivered in March of 2019.

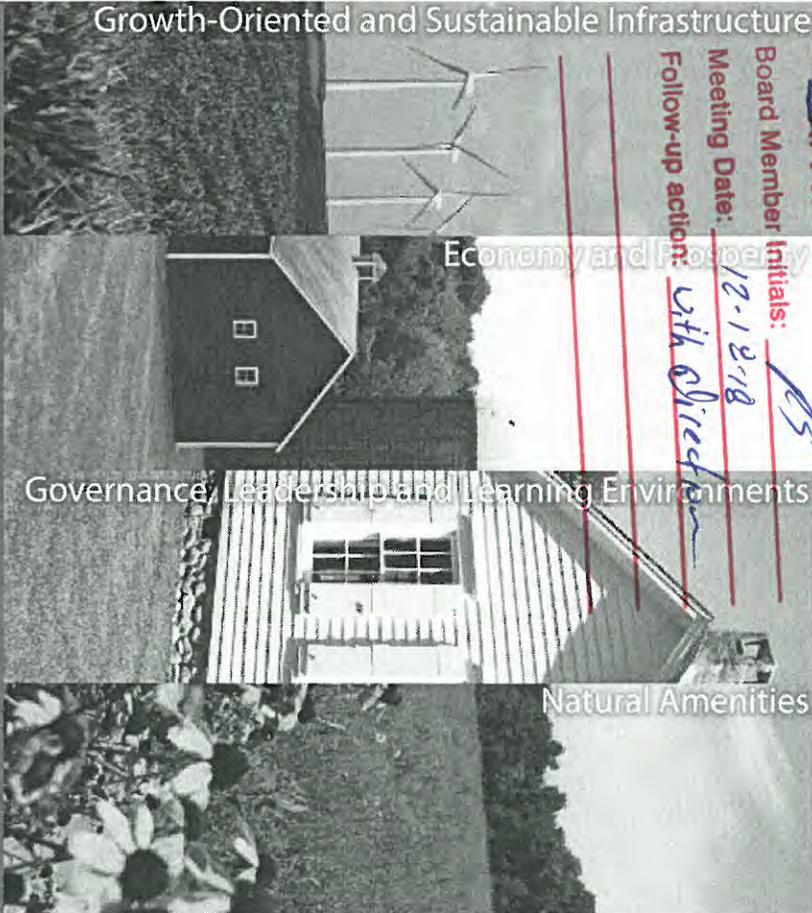
### RISK MANAGER HIRED

In April 2018, Story County hired its first Risk Manager, Todd Lundvall. This position administers the County's risk management and safety program and facilitates compliance with Federal, State and local occupations and environmental regulations. The Board of Supervisors made a commitment to providing a safe workplace for its employees with the implementation of a Risk Manager. Mr. Lundvall is creating safety programs, documenting and informing staff about new regulations, and analyzing how new regulations affect the daily tasks and routine of Story County employees. With the new position, the County continues to show dedication to improving hands-on safety, contractor safety, and implementing new strategies to help employees accomplish these goals in an ever-changing world of safety regulations.

### TRAFFIC IMPACT STUDY ORDINANCE ADOPTED

In November, the Board of Supervisors adopted a Traffic Impact Analysis and Study Ordinance for all future major subdivisions and all non-residential developments. Intended to determine the anticipated impact of proposed development on the existing transportation network, the adopted ordinance requires Traffic Impact Analyses and Studies to be prepared by an Iowa licensed professional engineer with expertise in the preparation of traffic impact studies. A Traffic Impact Analysis/Study is an engineering study which determines the potential traffic impacts of a subdivision or other development including an estimation of future traffic with and without the proposed development, analysis of traffic impacts, and recommended potential roadway improvements necessary to accommodate the expected traffic. Developed to respond to concerns related to existing congested roads during peak times, the studies required by the ordinance provide data and improvement recommendations to assist the County in identifying necessary road improvements based on proposed development. The Board of Supervisors and the County Engineer have the authority to waive the Transportation Impact Study for any development that is anticipated to have minimal impact on the transportation network.

# DRAFT SERVICE DELIVERY PROMOTING QUALITY OF LIFE



Growth-Oriented and Sustainable Infrastructure

Economy and Prosperity

Governance, Leadership and Learning Environments

Natural Amenities

APPROVED

DENIED

Board Member Initials: *KS*

Meeting Date: *12-18-18*

Follow-up action: *with Queden*

# 2018 ANNUAL REPORT Story County, Iowa



## Story County Board of Supervisors

County Administration Building | 900 6th Street | Nevada, Iowa 50201  
www.storycountyia.gov (515) 382-7200

# DRAFT SERVICE DELIVERY PROMOTING QUALITY OF LIFE

# 2018 ANNUAL REPORT

## Story County, Iowa



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- Message from the Chair **1**
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- Our Resources **3**
- Special Projects **4**
- Budgeting and Planning **5**
- In the County **6**
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### WELCOME MESSAGE FROM THE CHAIR

On behalf of Supervisors Chitty and Olson, as well as all of Story County's Elected Officials and Staff, I am pleased to present the 2018 Story County Annual Report.

In 2018, we were able to continue to make substantial progress on our strategic goals and work programs while maintaining our sound financial footing. We produced our sixth balanced budget in a row and continue to find efficiencies and cost saving measures, maintaining our spot as Iowa's lowest per capita spending county.

But, it is important to note that our focus on controlling spending and growth of government has not negatively impacted our services. In fact, the opposite is true.

By prioritizing our needs and services, we have substantially increased our funding of the ASSET process (our social services safety net), housing issues, road and bridge maintenance and repair, conservation lands and practices, watersheds and water quality, emergency planning, public safety and economic development activities. We continue to work with all our communities and towns in striving to make Story County the most livable area in the Midwest.



Thank you for your interest in our activities. As always, please call me if you have questions or concerns.

**Rick Sanders**  
2018 Chair

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

Joseph Story of Story County, Iowa @storycounty/iowa

**DRAFT**  
SERVICE DELIVERY PROMOTING QUALITY OF LIFE

# ANNUAL REPORT

## Story County, Iowa

# 2018



## IN THE COUNTY

### WEBSITE UPDATES

Do you visit Story County's official website at [www.storycountyowa.gov](http://www.storycountyowa.gov)? Did you notice a change in 2018? Story County redesigned the website to meet these simple goals: make it a website that meets your needs – provides the answers you are searching for, outlines the processes you need to follow, and gives you the information you need in an easy-to-use and accessible format. To guide the website redesign, the Board of Supervisors tasked staff - the website redesign team members - to bring forward a website that works well, and responds to public input and comment received through the process, modify and enhance those areas that were not at the standard expected to successfully serve the public.



### CITIZEN OF THE YEAR

The Story County Citizen of the Year Award is given annually to residents of Story County who perform meritorious service above and beyond what would be expected of a citizen. Their efforts demonstrate creativity, vision, leadership, and citizenship by providing service to programs and activities that positively impact the welfare of the citizens of Story County. This extraordinary service is either through their regular vocation or in the community outside their vocation, or a combination of both.

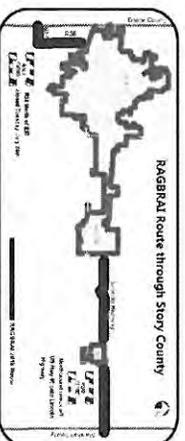
The Board of Supervisors announced the Year Award to Kevin Cooper, Agricultural Education Instructor with the Nevada School District, as the 2018 Citizen of the Year on April 3rd. Mr. Cooper was nominated by his FFA students. He leads by example in every manner – hard work, ethic and dedication are character traits others around him emulate. With over 30 years of teaching, Mr. Cooper started working for the Nevada School District in 1988, serving as the joint FFA advisor for not only the Nevada FFA but also serving the Colo-Neseco School District.



As Nevada's Agricultural Education Instructor, among many of the recognitions given him includes Iowa's Outstanding Agricultural Education Teacher in 2017, and the 2016 Excellence in Education Award given out by the Iowa State Education Association. His impact goes beyond the Nevada School District. He started the Iowa High School Renewable Energy Conference, oversaw the creation of the ag mechanics lab, and fostered a partnership among local farmers and the K-12 lunch programs within the school districts. Mr. Cooper personally practices no till on 120+ acres and has started implementing cover crops, creating living laboratories from which his students can learn.

### RAGBRAI

On Tuesday and Wednesday, July 24-25th, thousands of bicyclists and their support crews made Story County their resting spot for the evening as Ames was an overnight community along the route. RAGBRAI entered the County on Tuesday the 24th, coming in from Boone County on E57 south of Ames and heading north along R38 to the Ames city limits. The next morning, the cyclists headed east across Story County along the historic Lincoln Highway.



**DRAFT**  
SERVICE DELIVERY PROMOTING QUALITY OF LIFE

# 2018 ANNUAL REPORT

## Story County, Iowa

### BUDGETING AND PLANNING



#### STRATEGIC PLANNING

In October, the Board of Supervisors adopted an updated Strategic Plan to guide decisions through Fiscal Year 2023, ending June 30, 2023. As a comprehensive plan prepares Story County for future growth and development, Story County's Strategic Plan helps identify and prioritize the specific projects that will assist the County to reach its ultimate destination.

These projects do not happen overnight, nor are they accomplished by one person. Careful planning and consideration is given to each project. The County relies on staff, appointed officials, elected officials, community groups, and other organizations to help achieve these identified priority projects for the benefit of the entire county.

The Story County Strategic Plan identifies the top five (5) goals of the County and lists objectives, tasks or action steps, timelines, responsible groups/agencies, potential resources, and measurable outputs for each goal. The intent of the projects or goals is to maintain and further enhance the quality of life and economic vitality for Story County residents. It serves as a roadmap to guide priorities, strategic directions, and concrete goals and objectives for the Board of Supervisors and County departments.



#### CODE OF ORDINANCES UPDATES

The Story County Code of Ordinances (laws) for the unincorporated areas (outside cities) in Story County are found in the Story County Book of Ordinances. Ordinances determine or regulate everyday issues such as tax dollar use, building requirements, water, health and other matters of common concern. The Book of Ordinances is located in the Auditor's office at the Administration Building, 900 6th Street, Nevada and is also available in a searchable online version at [http://www.amilegal.com/codes/client/story-county\\_iar/](http://www.amilegal.com/codes/client/story-county_iar/).

The Code of Iowa requires local jurisdictions such as cities and counties to review their Code of Ordinances every five years. That practice was undertaken by Story County in 2018, with revisions approved by the Board of Supervisors in May.

#### HAZARD MITIGATION PLAN UPDATE

Hazard mitigation seeks to reduce or eliminate long-term risk to people and property from hazards. In 2018, Story County and participating jurisdictions collaborated to update the multi-jurisdictional local hazard mitigation plan to reduce future losses to the County and its communities as a result of hazard events. As part of the hazard mitigation plan update process, Story County reviewed potential hazards, identified goals and developed appropriate strategies in response to those hazards.

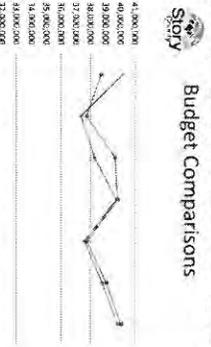
#### BUDGETING AND CAPITAL IMPROVEMENTS

Story County continues to go forth maintaining a strong fiscal position, approving a balanced budget in March 2018 for the sixth year in a row. Supporting our budgeting process is the Story County Capital Improvements Plan (CIP), a multi-year guide to the construction and/or improvement of county facilities and the acquisition of equipment.

Story County continues this sound practice of planning for capital investments originally implemented in 2014. Following adoption of the FY19 Budget, the Board adopted the CIP in March 2018. Projects completed in 2018 include:

- Tanden Truck Purchase
- Jordan Acres Land Acquisition
- Hickory Grove Beach House
- Tanden A&E Dump Truck
- McFarland Park - Sidewalk Improvements
- Secondary Roads Building Improvements - Kelley and Roland Sheds
- Telesco Environmental Learning Corridor Phase 2
- U.S.A.C.E Land Acquisition
- Net App Replacement
- Single Axle Dump Truck
- Carroll Prairie Acquisition
- Human Services Center Generator

Annually, the Story County Auditor's Office prepares a budget summary document to summarize the budgeted revenues and expenses. The report may be viewed online at: [Government > Offices and Departments > Board of Supervisors > Budget Information.](#)



## DRAFT SERVICE DELIVERY PROMOTING QUALITY OF LIFE

# 2018 ANNUAL REPORT

## Story County, Iowa

### OUR BUILT ENVIRONMENT



#### GENERATOR INSTALLED AT HUMAN SERVICES CENTER

Story County identified the need to install generator back-up at the Human Services Center building (in Ames) as part of the COOP/COG Plan adopted in 2016 by the Board of Supervisors. Construction began in December 2017 and the generator came online June 2018. Designed as a 300KW diesel generator, it provides back-up power for the entire facility, allowing the building to remain open and operational during power outages. With the facility not reliant on natural gas, the generator provides limit disturbance to surrounding properties when running, pre-cast concrete skirting encloses it and utilizes sound attenuating technology. Project costs totalled \$250,142.



#### CRISIS STABILIZATION AND TRANSITIONAL LIVING CENTER

The new Crisis Stabilization and Transitional Living Center (CS-TLC) is a cooperative program of Mary Greeley Medical Center, Story County and the Central Iowa Community Services mental health region. It provides care and support services to persons with a diagnosis of mental illness or co-occurring diagnosis with mental illness and substance abuse. The need for the service was determined during a community-wide mental health summit held in November 2015.

The facility is located in the County-owned group home located at 124 S. Hazel in Ames. After following a process to select contractors, the existing facility was remodeled to provide upgrades to the staff office, client bedrooms and bathrooms, and install safety features throughout the home. All three entities shared in the total cost of the project around \$250,000. Following an open house held on October 23, services commenced on October 29 2018.

#### NEW SECONDARY ROADS SHEDS CONSTRUCTED

The need for facilities to house larger, updated Secondary Roads equipment became a priority in Story County and reflected in the County's Capital Improvements Plan (CIP). As discussions began, the plan was to replace two existing buildings, one in Ames and one in Roland. As a replacement site for Ames, Story County identified a location in Kelley for the new shed. The existing site in Roland accommodated the new building. Both buildings are complete and in use in time for the winter. The Ames building is used for cold storage. Total construction costs for the two buildings totalled \$1,000,000.



#### ANIMAL SHELTER REMODEL

The building housing the Animal Shelter and Animal Control services located in Nevada at 975 W. Lincoln Highway was purchased by Story County in August 2016. Prior to purchasing the site, Story County leased part of the building for the Animal Control Department. After acquiring the site, work needed to be done to improve the use of space, parking and building access, implement safety features, and upgrade the HVAC system. Included in the County's CIP, the Animal Shelter remodel costs are shared between Story County (\$230,000) and the Friends of Animals donation account (\$195,000). Anticipated completion will be January 2019 with an open house to be scheduled in the spring.



## DRAFT SERVICE DELIVERY PROMOTING QUALITY OF LIFE

# 2018 ANNUAL REPORT

## Story County, Iowa

### OUR RESOURCES



#### WATERSHED ASSESSMENTS

In early 2017, the Board of Supervisors brought on the consulting firm of Emmons & Oliver Resources (EOR) to develop countywide watershed assessments throughout Story County. Looking at watersheds at the smaller level – technically, the Hydrologic Unit Code (HUC), 10 and 12 watersheds – our goal was to develop a comprehensive assessment that identifies watershed-specific goals and develops implementation strategies addressing education, outreach and water quality improvement goals. The assessment was completed and accepted by the Board during the fall of 2018. Next steps include developing an implementation matrix to define tasks and strategies to put in play to work towards the goals and objectives of the assessments.

#### WATERSHED SIGNS

Every square inch of Story County is in a specific watershed – rain falling on it goes somewhere. These watersheds are classified by size and recently Story County partnered with Prairie Rivers of Iowa, the Story County Community Foundation, and the Story County Soil and Water Conservation District to place watershed boundary signs along secondary roads in the county. These signs identify watershed boundaries county-wide. Signs were also placed on major streams and creeks throughout the county. This is part of an effort to raise water quality awareness.



Similar efforts around the state have helped to draw attention to our water resources and spur interest from landowners in conservation practices. Story County's effort is perhaps unprecedented in scale, being one of only a few projects to mark watershed boundaries in addition to creek crossings. We hope the signs will help you see the connection between water quality in those creeks and all the land—sometimes distant—that drain to them.

#### SENSITIVE AREAS INVENTORY

The first two field seasons have drawn to a close on the foristic inventories. These inventories are the second stage of a process to identify sensitive environmental areas in the county. Approximately 5,000 acres of public and private land in Story County has been inventoried. Several new county records were discovered along with a handful of areas boasting notable plant diversity.

Inventories work has been extended through 2019 with the goal of surveying an additional 5,000 acres. A map of areas to be surveyed can be found on the Conservation Department's webpage. Final findings will be made available after field research concludes in June.



#### JORDAN ACRES PURCHASE COMPLETE

Funding partnerships and a family commitment to the land made the Ronald Dick Jordan Family Wildlife Area a reality this year. This family farm of 175 acres along the South Skunk River was acquired by Story County and restored to its native river oxbows, woodlands and prairie. The area is a very popular hunting destination and nature preserve.

Multiple grants, private donations, support from the family, and support from the Iowa Natural Heritage Foundation enabled this success. These valuable partnerships meant that only \$5,000 of the entire \$880,000 project came from the County's general fund. Conservation through collaboration continues to be a very effective approach to making Story County a great place to live, work, and recreate.

Jordan Acres - Photo by Nathan Houck

# 2018 ANNUAL REPORT

## Story County, Iowa



### SPECIAL PROJECTS

#### BOARDS AND COMMISSIONS MANUAL

Story County encourages, promotes and welcomes the participation of citizens in the decision-making process. We have a number of standing citizen commissions, committees and boards who provide public input into Story County government. Boards and commissions serve as an important link between the citizens and Story County by communicating values, attitudes and needs of Story County within the special area of their group's assignment. They are an integral part of the process which contributes to sound government. Approximately 70 citizens presently serving Story County on a board or commission give generously of their time. We benefit from the expertise and energy of these special individuals.

During later summer 2018, the Board of Supervisors developed the Handbook for Boards and Commissioners Members to provide all board/commission members with a resource to successfully fulfill their valued role as a volunteer with Story County. The Handbook offers a brief description of Story County and the organization along with general responsibilities for all board/commission members, requirements for becoming a board/commission member, meeting procedures, and legal requirements.



#### CONTINUITY PLANNING

The overall purpose of Continuity of Operations (COOP) and Continuity of Government (COG) is to ensure the continuity of essential functions under all circumstances that may disrupt normal operations. As a baseline of preparedness for the full range of potential emergencies, all governments and agencies should have in place viable COOP/COG capabilities.

The Board of Supervisors first adopted the Story County Continuity of Operations/Continuity of Government (COOP/COG) Plan in September 2016. As identified in the Strategic Plan, resources were identified and Emergency Management helped design and guide exercises intended to test the Plan and serve as a resource to modify as necessary. These exercises occurred throughout 2018 and are scheduled to continue into 2019.

In addition, Story County, in partnership with the Iowa State Association of Counties (ISAC), developed the COOP/COG Toolkit and Resources ISAC has made available on its website and through other means to assist other local jurisdictions. The toolkit is meant to assist others as they begin the process to engage in continuity planning and help provide resources as applicable.

#### HEADWATERS OF THE SOUTH SKUNK RIVER WATERSHED MANAGEMENT AUTHORITY

Following 2010 flooding events, Iowa's lawmakers amended Iowa Code to encourage the establishment of watershed management authorities. A Watershed Management Authority (WMA) is a mechanism for cities, counties, Soil and Water Conservation Districts (SWCDs) and stakeholders to cooperatively engage in watershed planning and management.



In 2016, Story County began an effort to form the Kegley Branch Watershed Management Authority (WMA). While successful in gaining support, those involved in the process shifted gears in 2018 and started outreach to form a larger WMA called the Headwaters of the South Skunk River WMA. The boundary of this watershed management authority includes those lands draining to the South Skunk River above its confluence with Squaw Creek. In 2018, the following jurisdictions came together and approved the new 28E Agreement:

- Story County
- City of Ames
- City of Roland
- Story County Soil and Water Conservation District
- Hamilton County Soil and Water Conservation District

With the formation of the Headwaters of the South Skunk River WMA, Story County is now an active member of three WMAs, including the Squaw Creek WMA, Four-Mile Creek WMA, and the newly-formed Headwaters of the South Skunk.

# DRAFT

SERVICE DELIVERY PROMOTING QUALITY OF LIFE

# DRAFT

SERVICE DELIVERY PROMOTING QUALITY OF LIFE

**Countywide Watershed Assessment Implementation Matrix**

Board Member Initials: RS  
 Meeting Date: 2.18.18  
 Follow-up action: \_\_\_\_\_

**APPROVED** **DENIED**

Overall	Recognizing the County Watershed Assessments conducted in 2018 were developed to serve as a starting point in guiding future watershed management decisions and is a high-level overview of where we are at this point in time: <ul style="list-style-type: none"> <li>• Work to identify where further study is needed,</li> <li>• Discuss whether prioritizations in the assessments should be modified,</li> <li>• Identify who oversees the effort and strategies,</li> <li>• Establish schedule for development of watershed management authorities, and</li> <li>• Define and dedicate ongoing resources for further study and implementation.</li> </ul>				
Category:	<b>Regulatory</b>				
Action Step	Priority*	Responsible Party	Estimated Budget Amount <sup>1)</sup>	Identifiable Funding Source Yes/No	Notes
1.1	High	<ul style="list-style-type: none"> <li>• Board of Supervisors</li> <li>• Planning and Development</li> </ul>	\$500	Yes	Planning and Zoning Commission and Board of Supervisors may take action in December.
1.2	High	<ul style="list-style-type: none"> <li>• Board of Supervisors</li> </ul>	\$5,000	Yes	Prohibit incompatible uses within streams and lake buffers
<b>Programmatic</b>					
Action Step	Priority	Responsible Party	Estimated Budget Amount	Identifiable Funding Source Yes/No	Notes
2.1	High	<ul style="list-style-type: none"> <li>• Board of Supervisors</li> <li>• Story County Conservation Board</li> </ul>	No Costs	NA	Interdepartmental working group to guide county water quality efforts
2.2	Medium	<ul style="list-style-type: none"> <li>• Story County Conservation Board</li> <li>• Board of Supervisors</li> </ul>	TBD	Yes	a. Cost share program to establish native vegetation and/or fencing (eliminate livestock access) within recommended stream and lake buffer areas b. Incentivize (financial and non-financial) or promote the importance of stream and lake buffers c. Review current Land Development Regulations (specifically the SB-C District) to see how they support or hinder the implementation of the watershed assessments
2.3	Medium	<ul style="list-style-type: none"> <li>• Board of Supervisors</li> <li>• Story County Conservation Board</li> </ul>	TBD	Yes	a. Investigate the economic feasibility of developing a commercial mitigation bank as a means for financing wetland restoration projects b. Prioritize wetland restoration sites using the Agricultural Conservation Planning Framework (ACPF) tool c. Work to identify willing landowners and funding partners
2.4	Medium	<ul style="list-style-type: none"> <li>• Story County Conservation Board</li> </ul>	TBD	Yes	a. Investigate the economic feasibility of developing a commercial mitigation bank as a means for financing streambank restoration projects

\* See Page 8 for criteria used to identify priorities.

Estimated Budget Amounts exclude County staff time.

## Countywide Watershed Assessment Implementation Matrix

						<ul style="list-style-type: none"> <li>b. Prioritize Streambank Erosion Sites</li> <li>c. Work to identify willing landowners and funding partners</li> </ul>
2.5	Protect native prairie remnants	Medium	<ul style="list-style-type: none"> <li>• Story County Conservation Board</li> <li>• Planning and Development</li> <li>• Board of Supervisors</li> </ul>	TBD	Yes	<ul style="list-style-type: none"> <li>Consider rezoning or other protective measures to the GB-C Greenbelt Conservation Zone District</li> </ul>
2.6	Sensitive Environmental Areas enhancement and protection program	High	<ul style="list-style-type: none"> <li>• Story County Conservation Board</li> </ul>	TBD	Yes	<ul style="list-style-type: none"> <li>a. Develop an assistance program for willing landowners</li> <li>b. Protect parcels with willing landowners</li> <li>c. Consider rezoning identified lands to the GB-C Greenbelt Conservation Zone District</li> </ul>
2.7	Nutrient reduction cost share program	High	<ul style="list-style-type: none"> <li>• Watershed Management Authorities</li> </ul>	TBD	Yes	<ul style="list-style-type: none"> <li>a. Develop a cost share program for conservation practices based on nutrient reduction effectiveness (\$/lbs. system)</li> </ul>
2.8	Drainage District Operational Guidance	Medium	<ul style="list-style-type: none"> <li>• Drainage District Trustees</li> </ul>	\$500	Yes	<ul style="list-style-type: none"> <li>a. Convene working group</li> <li>b. Review current procedures and recommendation from Watershed Assessment</li> <li>c. Develop guidance document for Drainage District Trustees</li> </ul>
2.9	Water Quality Monitoring	High	<ul style="list-style-type: none"> <li>• Story County Conservation Board</li> </ul>	TBD	Yes	<ul style="list-style-type: none"> <li>a. Convene a working group (e.g. staff, officials, stakeholders) to implement a comprehensive monitoring program according to EOR's recommendations</li> <li>b. Work with IJHR to establish Full Sentinel Site monitoring at locations along South Skunk River per watershed assessment Report</li> <li>c. Improve rating curve used for estimation of flow at the East Indian Creek Full Sentinel monitoring site</li> <li>d. Establish General Sentinel Site monitoring at locations identified in watershed assessment</li> <li>e. Initiate discussion with Iowa Flood Center for location of stream sensors</li> </ul>
2.10	Municipal Outreach	Medium	<ul style="list-style-type: none"> <li>• Board of Supervisors</li> <li>• Story County Conservation Board</li> <li>• Planning and Development</li> <li>• Environmental Health</li> <li>• Watershed Management Authorities</li> </ul>	\$5,000	Yes	<ul style="list-style-type: none"> <li>a. Develop an outreach presentation to update/educate elected municipal officials on importance of stormwater management</li> <li>b. Make model stormwater ordinance available to cities throughout County</li> <li>c. Conduct training for public and cities regarding modern stormwater management and erosion control</li> <li>d. Work with State and Federal authorities and agencies to investigate ways to incorporate stormwater management in municipal infrastructure projects</li> </ul>
2.11	WMA Collaboration	High	<ul style="list-style-type: none"> <li>• Board of Supervisors</li> <li>• Story County Conservation Board</li> </ul>	\$1,000	Yes	<ul style="list-style-type: none"> <li>a. Work with existing Watershed Management Authorities (WMA) within the County on common goals</li> <li>b. Support formation of new WMAs particularly within the South Skunk and East Indian Creek watersheds</li> </ul>

\* See Page 8 for criteria used to identify priorities.

Estimated Budget Amounts exclude County staff time.

## Countywide Watershed Assessment Implementation Matrix

2.12	Erosion Control and Stormwater Management	High	<ul style="list-style-type: none"> <li>Watershed Management Authorities</li> <li>Board of Supervisors</li> <li>Story County Conservation Board</li> <li>Planning and Development</li> </ul>	\$10,000	Yes	<ol style="list-style-type: none"> <li>Educate and engage residents and other stakeholders regarding the impacts of erosion and stormwater management</li> <li>Work with State and Federal agencies to investigate ways to incentivize improved stormwater management and erosion control across the county</li> <li>Streamline development permitting processes (especially erosion control and stormwater management), engage the development community, and develop legitimacy for new ordinances and policies</li> <li>Develop and implement consistent enforcement strategies and tactics</li> <li>Partner with municipalities and WMA's to conduct outreach on green infrastructure design to implement ordinances</li> <li>Outreach program focusing on schools and homeowners</li> <li>Educate and engage agricultural producers in using conservation practices in farming and livestock production</li> <li>Educate and engage residents in methods to reduce bacteria and nutrients entering water resources</li> <li>Initiate staff discussions with County Attorney regarding interpretation and use of floodplain ordinance for conservation practices</li> <li>Initiate high-level discussions with U.S. FEMA and Iowa DNR about federal and state interpretation of conservation practices in the floodplain</li> <li>Educate and engage stakeholders regarding County's interpretation of floodplain ordinance</li> <li>Coordinate development projects, local experts, and development community regarding opportunities for floodplain-located conservation practices</li> </ol>
2.13	Nutrient Reduction and Bacteria Reduction Outreach	High	<ul style="list-style-type: none"> <li>Story County Conservation Board</li> </ul>	\$50,000	Yes	<ol style="list-style-type: none"> <li>Initiate staff discussions with County Attorney regarding interpretation and use of floodplain ordinance for conservation practices</li> <li>Initiate high-level discussions with U.S. FEMA and Iowa DNR about federal and state interpretation of conservation practices in the floodplain</li> <li>Educate and engage stakeholders regarding County's interpretation of floodplain ordinance</li> <li>Coordinate development projects, local experts, and development community regarding opportunities for floodplain-located conservation practices</li> </ol>
2.14	Floodplain Management	High	<ul style="list-style-type: none"> <li>Board of Supervisors</li> </ul>	\$1,000	Yes	<ol style="list-style-type: none"> <li>Establish policy and practices for County staff</li> <li>Provide training to County staff who are in the field to recognize environmental issues associated with feedlots</li> <li>Coordinate with other counties, cities, and other entities to create and implement strategy to lobby state legislature for improved role for Counties in feedlot regulation</li> <li>Affected cities work with the Iowa Department of Natural Resources to conduct site investigations and development protection plans.</li> <li>Identify opportunities to assist local wastewater facility operators on upgrading systems</li> </ol>
2.15	Feedlot Outreach	Low	<ul style="list-style-type: none"> <li>Board of Supervisors</li> <li>Environmental Health</li> </ul>	\$1,000	Yes	
2.16	Establish Source Water Protection Plans	Low	<ul style="list-style-type: none"> <li>Board of Supervisors</li> </ul>	TBD	TBD	
2.17	Wastewater Management Practices	Medium	<ul style="list-style-type: none"> <li>Board of Supervisors</li> <li>Environmental Health</li> </ul>	TBD	TBD	

\* See Page 8 for criteria used to identify priorities.

Estimated Budget Amounts exclude County staff time.

## Countywide Watershed Assessment Implementation Matrix

Capital Improvement						
Category:						
Action Step	Priority	Responsible Party			Notes	
3.1	Drainage Ditches	Medium	<ul style="list-style-type: none"> <li>Drainage District Trustees</li> </ul>	TBD	TBD	b. Provide additional resources for illicit discharge detection and elimination c. Work with wastewater treatment operators within County to investigate options for developing a nutrient trading program d. Establish unpermitted septic cost share program
3.2	Story County Infrastructure	High	<ul style="list-style-type: none"> <li>Board of Supervisors</li> </ul>	TBD	Yes (on a case-by-case basis)	a. Analyze all drainage ditch maintenance and improvement needs for water quality practices b. Implement erosion control practices and water quality design elements Ensure capital projects have a positive or neutral effect on water quality.

\* See Page 8 for criteria used to identify priorities.

Estimated Budget Amounts exclude County staff time.

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Countywide Watershed Assessment Implementation Matrix

\* See Page 8 for criteria used to identify priorities.  
Estimated Budget Amounts exclude County staff time.

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## Countywide Watershed Assessment Implementation Matrix

### List of Potential Partners

Organization	Effort
Prairie Rivers of Iowa	Outreach
City of Ames	Agricultural practices Stormwater Ambient monitoring
Iowa Stormwater Education Partnership	Outreach
ISU Learning Farms	Outreach
ISU Extension	Outreach
ISU UTurn	TELC quality monitoring
ISU Agriculture and Bioscience Engineering	Ambient Testing
USDA Natural Resource Conservation Service	Agricultural practices, Outreach
USDA Farm Service Agency	Agricultural practices
Story County Soil and Water Conservation District	Agricultural practices
Iowa Soybean Association	Outreach
Iowa DNR	Agricultural quality monitoring, watershed planning Wastewater program
Iowa Natural Heritage Foundation	Ambient monitoring – lake and stream
Iowa Prairie Network	Floodplain Management/Mapping
Squaw Creek Watershed Coalition	Land Protection
Iowa Water Center	Ambient Monitoring
Iowa Homeland Security and Emergency Management	Outreach
Iowa Flood Center	Programmatic/regulatory best practices
Iowa Floodplain and Stormwater Management Association	Mapping Monitoring
USGS – Iowa Water Science Center	Programmatic/regulatory best practices
Trees Forever	Monitoring Outreach
Squaw Creek Watershed Management Association	Agricultural practices
Four-Mile Creek Watershed Management Association	Outreach
Iowa Rivers Revival	Programmatic/regulatory best practices
Iowa Hygienic Lab	Outreach
Silver Jackets	Programmatic/regulatory best practices Monitoring Outreach

\* See Page 8 for criteria used to identify priorities.

Estimated Budget Amounts exclude County staff time.

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## Countywide Watershed Assessment Implementation Matrix

U.S. Army/ Corps of Engineers	Flood Control
	Floodplain Management
Iowa Environmental Council	Outreach
National Flood Insurance Program – FEMA	Floodplain Management
	Outreach
	Mapping
Iowa Finance Authority	Program Financing
Iowa Agriculture Water Alliance	Outreach
Iowa Economic Development Authority	Program Financing
Iowa Farm Bureau	Program Financing
	Outreach
	Programmatic/Best Practices

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\* See Page 8 for criteria used to identify priorities.  
 Estimated Budget Amounts exclude County staff time.

## Countywide Watershed Assessment Implementation Matrix

### \*Prioritization Criteria

#### Low

- Steps for which previous efforts have been made or slowed
- Steps outside the County's ability to affect
- Long time frame (6-10 years)

#### Medium

- Steps necessary for impactful water quality or flood mitigations improvements but not required for subsequent action step implementation
- Secondary actions that will benefit from high priority work items when completed
- Medium time frame (3-5 years)

#### High

- Project is underway
- Other items rely on the step – it sets groundwork and is necessary to implement subsequent steps
- Step will provide measurable results
- Steps addresses known areas of great significant concerns and will have county-wide outcomes
- May be classified as immediate time frame (0-2 years) or Medium time frame (3-5 years)

\* See Page 8 for criteria used to identify priorities.

Estimated Budget Amounts exclude County staff time.

Page 8

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Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director 

Date: December 18, 2018

Re: Consideration of request from the Iowa Department of Natural Resources for construction contract award and funding agreement for Hickory Grove Lake Restoration not to exceed \$942,239.53

Bids have been received and opened by the IDNR for the Hickory Grove Lake Restoration project. Attached are the bid recommendation reports from the IDNR to the IDNR Natural Resource Commission. The IDNR is recommending award of: 1) the construction contract to the low responsive, responsible bidder; and 2) approval of a cooperative funding agreement with the IDNR for the allocation of the contract costs. The bid tabulation follows:

RW Excavating Solutions LC Prairie City, IA	\$2,994,024.97
Peterson Contractors, Inc. Reinbeck, IA	\$3,411,040.95
Hendrickson Transportation, LLC Hamburg, IA	\$3,741,187.00
Veit & Company, Inc. Rogers, MN	\$3,806,090.85
CJ Moyna and Sons, Inc. Elkader, IA	\$6,168,162.80

The low bid is \$449,104.03 less than the recommended not-to-exceed contract amount. We are recommending approval of the not-to-exceed amount in order to provide a 10% contingency.

DNR Contribution:	Not to exceed \$2,351,187.94
SCCB Contribution:	Not to exceed \$ 942,239.53
<b>Total Cost:</b>	<b>Not to exceed \$ 3,293,427.47</b>

The FY19 budget has \$562,000 available for the project, leaving a shortfall of \$380,240. This increase is due to additional dredging in the east lake basin. This basin is a critical siltation storage area and a highly desired open water amenity to surrounding homeowners. The Conservation Board recommends a split of the overage in the amount of \$190,120 each from the Conservation Reserve account and the General Fund.

The Story County Conservation Board urges your approval of the attached agreement.

IOWA DEPARTMENT OF NATURAL RESOURCES  
CONTRACT NUMBER 19CRDLWMBBALM-0013

Between

IOWA DEPARTMENT OF NATURAL RESOURCES

And

STORY COUNTY CONSERVATION BOARD

**APPROVED**  
Board Member Initials: RS **DENIED**  
Meeting Date: 12-18-18  
Follow-up action: \_\_\_\_\_

This Cooperative Agreement was approved by the Natural Resource Commission on December 13, 2018.

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

**DEPARTMENT OF NATURAL RESOURCES**

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

**STORY COUNTY CONSERVATION BOARD**

By: [Signature] Date: 12/13/18  
Mike Cox, Director

<p><b>For DNR use only:</b></p> <ol style="list-style-type: none"> <li>1. Retain the original contract in the project file and send a hardcopy with the first invoice.</li> <li>2. Email a copy of the signed agreement to Christina Iiams at Christina.iiams@dnr.iowa.gov</li> </ol> <hr/> <p>If you do not have faxing or scanning/emailing capabilities, you may mail a copy of the contract to IA DNR, Wallace State Office Building, Attention: (your respective bureau's contract rep), 502 East 9<sup>th</sup> Street, Des Moines, IA 50319.</p>
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## COOPERATIVE AGREEMENT - SPECIAL CONDITIONS

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

### Section 1 IDENTITY OF THE PARTIES

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

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

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

**DNR Project Manager:** Michelle Balmer, Lake Restoration Program  
Conservation and Recreation Division  
Wallace State Office Building  
502 East 9<sup>th</sup> Street  
Des Moines, IA 50319  
Phone: 515.725.8448  
Email: michelle.balmer@dnr.iowa.gov

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

### Section 2 STATEMENT OF PURPOSE

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**2.1 Statutory Authority.** DNR enters into this Cooperative Agreement based on statutory authority provided in Iowa Code section 456A.24 Lake Restoration Plan and Report.

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

**2.3 Purpose.** DNR's purpose in entering into this cooperative agreement is to construct restoration practices at Hickory Grove Lake that will improve water quality in the lake. Restoration practices planned

include targeted dredging, shoreline shaping and armoring, installation of fish habitat, and a fishery renovation.

**Section 3 DURATION OF COOPERATIVE AGREEMENT**

**3.1 Term of Cooperative Agreement.** The term of this Cooperative Agreement shall be December 13, 2018 through June 30, 2020, unless terminated earlier in accordance with the Termination section of this Cooperative Agreement. However, this Cooperative Agreement shall not begin until it has been signed by both parties.

**3.2 Approval of Cooperative Agreement.** If the amount of compensation to be paid by DNR according to the terms of this Cooperative Agreement is equal to or greater than \$25,000.00, or if this Cooperative Agreement is entered into pursuant to Iowa Code chapter 28E, then performance shall not commence unless by December 13, 2018 this Cooperative Agreement has been approved by the Natural Resource Commission.

**Section 4 DEFINITIONS**

“Contractor” shall mean SCCB.

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

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

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

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

Obligation	Task Milestone Date
<b>Task 1: Lake Restoration Practices</b> <b>Description:</b> SCCB shall reimburse DNR for lake restoration activities completed at Hickory Grove Lake Park. Detailed plans are included as Exhibit A of this Contract. SCCB shall pay for items 32 and 34 (pedestrian trail bridge and abutments) in their entirety.	No later than June 30, 2020

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

Obligation	Task Milestone Date
<b>Task 1: Lake Restoration Practices</b> <b>Description:</b> DNR shall administer and oversee construction of the project. DNR shall a complete targeted dredging project, removing	No later than June 30, 2020

excess sediment from the lake bottom. DNR shall shape and stabilize shorelines along the lake and install habitat throughout the lake bottom. A detailed description of the project is attached as Exhibit A.	
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## **Section 6 MONITORING AND REVIEW**

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

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

**6.2 Review Meetings.** Commencing with beginning performance of this Cooperative Agreement, the Project Managers shall meet **periodically** to discuss progress made during the performance of this Cooperative Agreement. The meetings shall occur, either in person or by telephone conference call, at times mutually agreed upon by both parties. Meetings may be postponed only on a case-by-case basis by mutual written agreement of the parties.

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

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

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

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

## **Section 7 COMPENSATION**

**7.1 Sources of Funding.** DNR's source of funding for this Cooperative Agreement is the Lake Restoration Program (Iowa Code 456A.24).

**7.2 Not-to-exceed total amount of Cooperative Agreement.** Payment by DNR for work performed according to the terms of this Cooperative Agreement shall not exceed \$2,351,187.94. Payment shall be for satisfactory completion of the Statement of Work outlined in this Cooperative Agreement, provided that the parties have complied with the terms of this Cooperative Agreement.

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

**SCCB Contribution**

<b>Total amount of SCCB monetary contribution</b>	Not to exceed <b>\$942,239.53</b>
<b>Total amount of SCCB in-kind contribution</b>	<b>\$0.00</b>
<b>Total amount of SCCB contribution</b>	Not to exceed <b>\$942,239.53*</b>

**DNR Contribution**

<b>Total amount of DNR monetary contribution</b>	Not to exceed <b>\$2,351,187.94</b>
<b>Total amount of DNR in-kind contribution</b>	<b>\$0.00</b>
<b>Total amount of DNR contribution</b>	Not to exceed <b>\$2,351,187.94*</b>

\*DNR shall invoice SCCB for 25% of the total costs of the project on each invoice, i.e. for each \$1.00 spent, DNR shall invoice the SCCB for \$0.25, except for bid items 32 and 34, where SCCB shall pay for 100% of the costs for those bid items. All invoices shall reflect the full amount charged for the work and the amounts paid by both SCCB and DNR. These amounts include a 10% contingency over the bid price.

**7.4 Submission of Invoices.** For work performed by DNR, invoices shall be submitted to SCCB according to the following schedule:

<b>Task Milestone Date</b>	<b>Amount Due</b>	<b>Invoice Due No Later Than</b>
<b>Task 1: Lake Restoration Practices</b>	Not to exceed <b>\$942,239.53</b>	<b>June 30, 2020</b>

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

Original invoices to **SCCB** shall be submitted to:

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

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

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

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

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

**Section 1 COMPLIANCE WITH THE LAW**

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

**Section 2 TERMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 3 INDEPENDENT CONTRACTOR**

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

**Section 4 CONFLICT OF INTEREST**

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

**Section 5 AMENDMENTS**

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

**Section 6 CHOICE OF LAW AND FORUM**

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

**Section 7 SEVERABILITY**

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

**Section 8 ENTIRE AGREEMENT**

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

**Section 9 ASSIGNMENT AND DELEGATION**

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

**Section 10 CONFIDENTIALITY**

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

**Section 11 WAIVER**

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

**Section 12 CUMULATIVE RIGHTS**

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

**Section 13 TIME IS OF THE ESSENCE**

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

**Section 14 RECORD RETENTION AND ACCESS**

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

**Section 15 OBLIGATIONS BEYOND CONTRACT TERM**

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

**Section 16 SUPERCEDES FORMER CONTRACTS OR AGREEMENTS**

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

**Section 17 USE OF THIRD PARTIES AND SUBCONTRACTORS**

Contractor may not contract with third parties for the performance of any of Contractor's obligations under this Contract, unless and then only to the extent that the Special Conditions of this Contract specify otherwise. If the Special Conditions provide for a subcontractor or subcontractors, then the following conditions shall apply:

**17.1** All subcontracts shall be subject to prior approval by the DNR. The DNR's consent shall not be deemed in any way to provide for the incurrence of any obligation of DNR in addition to the remuneration agreed upon in this Contract. Any subcontract to which DNR has consented shall be in writing and shall in no way alter the terms and conditions of this Contract.

**17.2** The Contractor may enter into subcontracts to complete the work required by this Contract provided that the Contractor remains responsible for all services performed under this Contract. No subcontract or delegation of work shall relieve or discharge the Contractor from any obligation, provision, or liability under this Contract. The Contractor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subcontractor.

**17.3** All restrictions, obligations and responsibilities of the Contractor under this Contract also shall apply to the subcontractors.

**17.4** DNR shall have the right to request the removal of a subcontractor from the Contract for good cause. The Contractor shall indemnify, defend and hold harmless DNR and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's breach of any subcontract in which it enters, including Contractor's failure to pay any and all amounts due by Contractor to any subcontractor.

**17.5** Each subcontract shall contain provisions for DNR access to the subcontractor's books, documents, and records and for inspections of work, as required of Contractor herein.

**17.6** Any action of a subcontractor, which, if done by Contractor, would constitute a breach of this Contract, shall be deemed a breach by Contractor and have the same legal effect.

**17.7** If delay results from a subcontractor's conduct, from the Contractor's negligence or fault, or from circumstances which by the exercise of reasonable diligence the Contractor should have been able to anticipate or prevent, then the Contractor shall be in default.

**17.8** If the Contract is subject to the provisions of Iowa Code chapter 8F, then the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontract Contractor enters into pursuant to this Contract. Any compliance documentation, including but not limited to certification, received from any subcontractor shall be forwarded to DNR immediately.

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

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

**Section 19 IMMUNITY FROM LIABILITY**

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

**Section 20 NON-SUPLANTING REQUIREMENT**

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

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

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

**Section 22 TAXES**

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

**Section 23 EQUAL EMPLOYMENT PROVISIONS**

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

**Section 24 FEDERALLY-FUNDED AGREEMENTS**

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

**Section 25 INFORMATION TECHNOLOGY SECURITY**

The Contractor and all Contractor personnel shall comply with Iowa information technology security statutes, rules and policies. By signing this contract, the Contractor acknowledges that the Contractor has read and understands the provisions of the information technology security policies adopted by the Iowa Department of Administrative Services (DAS) and DNR in effect on the date of signing. These policies are located on the respective agency websites at [www.iowadnr.gov](http://www.iowadnr.gov) and <http://das.iowa.gov/index.html>. The Contractor further agrees to read and abide by any revised DAS and DNR policies, posted on the respective agency websites that come into effect during the term of this Contract.

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

The Contractor agrees to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 19-51**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Jonathon Schroeder, Davis Brown Law Firm, 2605 Northridge Parkway, Ames, Iowa, on behalf of Joli Vollers, 16671 563rd Avenue, Ames, Iowa, and Brian A. and Jamie R. Frame, 16631 563rd Avenue, Ames, Iowa, involving the real estate located in Milford Township, Section 06, located at 16671 563rd Avenue and 16631 563<sup>rd</sup> Avenue, Ames, Iowa, and identified as parcel #06-06-300-255 and 06-06-300-220, hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Joli Vollers and Brian A. and Jamie R. Frame are the legal titleholders of said real estate, and

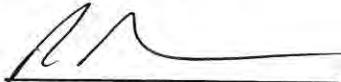
WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, *Code of Iowa*, and as prescribed by the *Story County C2C Plan* and the *Code of Ordinances, of Story County, Iowa*, have been complied with and met,

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 Tall Hound Timber 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 Tall Hound Timber 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 19-51 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 18<sup>th</sup> day of December, 2018.

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

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

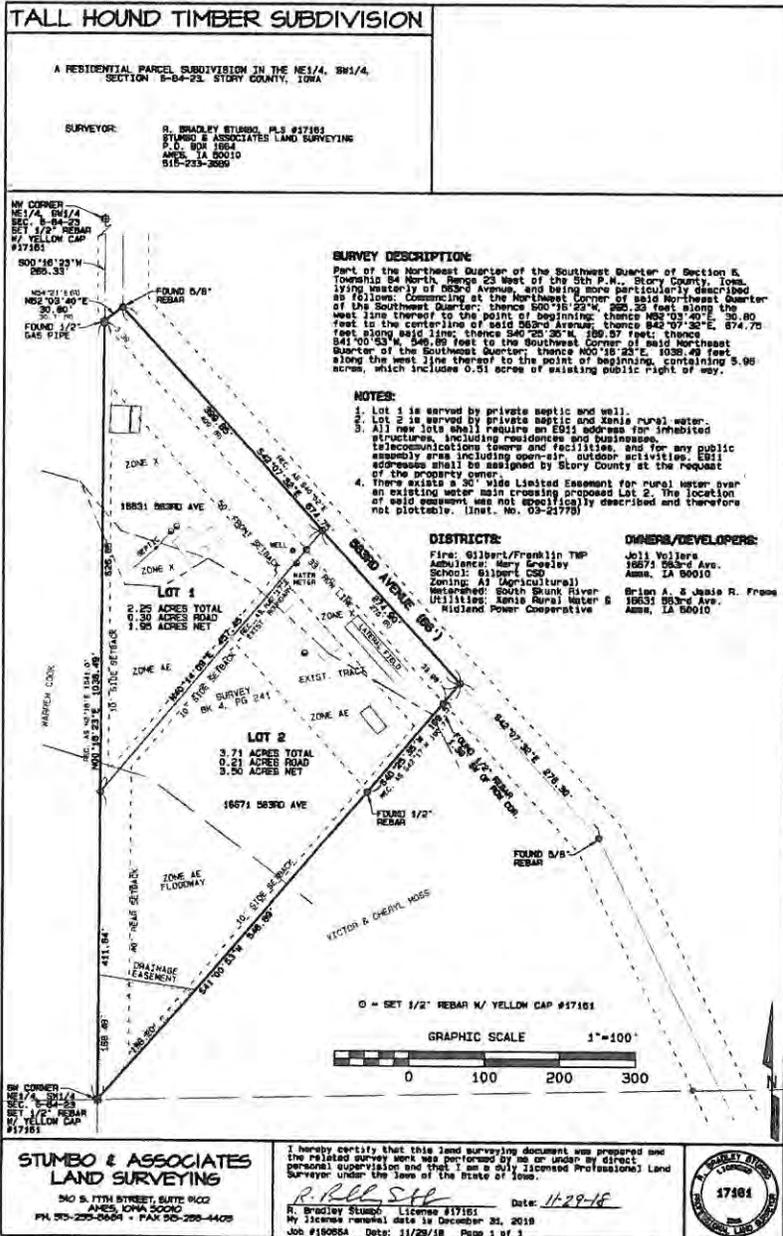
Moved by: Chitty  
Seconded by: Olson  
Voting Aye: Chitty, Olson, Sanders  
Voting Nay: None  
Absent: None

## ATTACHMENT A

### **Legal Description**

Part of the Northeast Quarter of the Southwest Quarter of Section 6, Township 84 North, Range 23 West of the 5th P.M., Story County, Iowa, lying westerly of 563rd Avenue, and being more particularly described as follows: Commencing at the Northwest Corner of said Northeast Quarter of the Southwest Quarter; thence S00°16'23"W, 265.33 feet along the west line thereof to the point of beginning; thence N52°03'40"E, 30.80 feet to the centerline of said 563rd Avenue; thence S42°07'32"E, 674.75 feet along said line; thence S40°25'35"W, 189.57 feet; thence S41°00'53"W, 546.89 feet to the Southwest Corner of said Northeast Quarter of the Southwest Quarter; thence N00°16'23"E, 1038.49 feet along the west line thereof to the point of beginning, containing 5.96 acres, which includes 0.51 acres of existing public right of way.

**ATTACHMENT B**



# Staff Report

## Board of Supervisors

**Date of Meeting:**  
December 18, 2018

**Case Number SUB13-18**

Residential Parcel Subdivision –Tall Hound Timber Subdivision  
Resolution No. 19-51

**APPLICANT:** Jonathon Schroeder

Davis Brown Law Firm  
2605 Northridge Parkway  
Ames, Iowa, 50010

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

**SUMMARY:** A Residential Parcel Subdivision request to adjust the common boundary between two existing parcels as follows: proposed Lot 1, a 1.95 net-acre lot that will contain the existing single-family dwelling at 16631 563rd Avenue and proposed Lot 2, a 3.5 net-acre lot that will contain the existing single-family dwelling at 16671 563rd Avenue. No new development lots will be created. 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**

Joli Vollers  
16671 563rd Avenue  
Ames, Iowa, 50010

Brian A. and Jamie R. Frame  
16631 563rd Avenue  
Ames, Iowa, 50010

**Parcel Identification Number**

06-06-300-255 and 06-06-300-220

**Property Address**

16671 563rd Avenue  
Ames, Iowa, 50010

16631 563rd Avenue  
Ames, Iowa, 50010

**Location of Subdivision**

Milford Township (Section 6, Township 84, Range 23)

**Size of Area**

5.45 acres (total net-acreage of subdivision)

**Districts**

A-1 Agricultural Zoning District  
Gilbert Community School District  
Mary Greeley Ambulance  
Gilbert/Franklin Township Fire  
Midland Power Cooperative  
Xenia Rural Water  
South Skunk River Watershed

**Floodplain**

The parcels contain areas located in the floodplain and floodway, Zone AE.

**Cities within Two Miles**

None

**Description of Proposed Subdivision**

The application is to consider a request for a Residential Parcel Subdivision to adjust the common boundary between two existing parcels as follows:

1. Proposed Lot 1, a 1.95 net-acre lot that will contain the existing single-family dwelling at 16631



563rd Avenue

2. Proposed Lot 2, a 3.5 net-acre lot that will contain the existing single-family dwelling at 16671 563rd Avenue. Proposed Lots 1 and 2 will not have road frontage.

No new development lots will be created. The parcel located at 16671 563<sup>rd</sup> Avenue is currently one net-acre and surrounded on three sides by the parcel located at 16631 563<sup>rd</sup> Avenue. The parcel located at 16631 563<sup>rd</sup> Avenue is 4.14 net-acres. The owner of the parcel located at 16671 563<sup>rd</sup> Avenue would like to own the property that their dwelling overlooks to the southwest.

#### **History of Subject Property**

The parcel located at 16631 563rd Avenue was created in 1978 and the dwelling was constructed in 1993. The parcel located at 16671 563rd Avenue was created in 1979 and the dwelling was constructed in 1990. At the time the parcels were created, Story County had the following exception to the 35-acre minimum in the A-1 District: "...if seventy-five (75) percent or more of the property has a Corn Suitability Rating (CSR) of sixty-one (61) or less, the minimum lot size shall be one-acre". Both of these parcels met this previous requirement and are considered legally established lots-of-record.

Typically, a parcel line adjustment may be used to adjust the common boundary between two parcels. However, the legally established lot-of-record status would be lost if the configuration were altered. In order to adjust the boundary and have the parcels meet an exception to the 35-acre minimum lot size requirement, a Residential Parcel Subdivision is required.

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

Existing dwellings are located on proposed Lot 1 and Lot 2. Both lots also have existing accessory structures. The accessory structure on proposed Lot 1 is shown on the plat as encroaching on the front and side setbacks. However, the structure was permitted and shown to meet the required setbacks at that time.

The majority of both parcels are located in the floodplain of the Keigley Branch of the South Skunk River. The dwelling on proposed Lot 1 and the structure on Lot 2 received Letter of Map Amendments from the Federal Emergency Management Agency to remove them from the special flood hazard area in 2017 and 2008, respectively. As part of the subdivision, an easement of 60 feet in width is dedicated to the County for the Keigley Branch.

No new development is proposed. However, if future 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. A floodplain development application and compliance with Story County's adopted floodplain management regulations would be required for any proposed development in the floodplain.

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 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. Again, no new development is proposed.

The subject property is located in Milford Township, approximately three miles east of the City of Gilbert. There are five adjacent properties. The 20.84 net-acre property to the east is in row crop production. The two properties to the south contain single-family dwellings, are 5.27 and 19 net acres, and the majority of the parcels are included in the floodplain. The two approximately 32 net-acre parcels to the west and southwest also have portions in row crop production and in the floodplain. All adjacent properties are zoned A-1 Agricultural District.

There are 49 parcels within a half mile of the subject property and 11 contain single-family dwellings. There are also eight parcels within a half mile of the subject property without dwellings that meet minimum lot size requirements to construct a single-family dwelling in the A-1 Agricultural District. Twenty-two properties within a half mile are zoned or contain area zoned Greenbelt Conservation-District along the Skunk River Greenbelt.

**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 –Tall Hound Timber Subdivision, Case No. 13-18. If necessary, conditions of approval may be formulated based on these comments.

The application materials were forwarded to the members of the Interagency Review Team on November 20, 2018. The following are selected comments:

**Story County Planning and Development**

Natural Resources Area covers a majority of the lots, as designated in the Story County C2C Comprehensive plan. Please note that 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 may be removed. If over 15% are 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 note that a floodplain development application and compliance with Story County’s adopted floodplain management regulations would be required for any proposed development in the floodplain.

**General Public**

Notification letters were mailed to surrounding property owners within a quarter-mile regarding the public meeting on the subdivision request December 7, 2018.

An adjacent property owner to the west inquired if the west fence line would be moved to the property/survey line.

**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. The application is to consider a request for a Residential Parcel Subdivision to adjust the common boundary between two parcels. The owner of the parcel located at 16671 563<sup>rd</sup> Avenue, a one net-acre parcel, would like to own the property that their dwelling overlooks to the southwest. The parcel located at 16631 563<sup>rd</sup> Avenue is 4.14 net-acres.



2. Proposed Lot 1 is a 1.95 net-acre lot that will contain the existing single-family dwelling at 16631 563rd Avenue. Proposed Lot 2 is, a 3.5 net-acre lot that will contain the existing single-family dwelling at 16671 563rd Avenue. Proposed Lots 1 and 2 will not have road frontage.
3. No new development lots or development is proposed.
4. All requirements for a Residential Subdivision Plat in Section 87.07 of the Story County Land Development Regulations are met.
5. 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.
6. 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 would apply to any future development in the natural resource area.
7. A floodplain development application and compliance with Story County's adopted floodplain management regulations would be required for any proposed development in the floodplain.

#### Alternatives

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

1. **The Story County Board of Supervisors approves Resolution #19-51 the Residential Parcel Subdivision Plat – Tall Hound Timber Subdivision as put forth in SUB13-18.**
2. The Story County Board of Supervisors Resolution #19-51 the Residential Parcel Subdivision Plat – Tall Hound Timber Subdivision as put forth in SUB13-18 with conditions.
3. The Story County Board of Supervisors denies #19-51 the Residential Parcel Subdivision Plat – Tall Hound Timber Subdivision as put forth in SUB13-18.
4. The Story County Board of Supervisors remands Resolution #19-51 the Residential Parcel Subdivision Plat – Tall Hound Timber Subdivision as put forth in SUB13-18, 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 — pweb@storycountyia.gov — www.storycountyia.gov

SUB 13-18

**SUBDIVISIONS**



**1. Property Owner\***

(Last Name) Vollers  
(First Name) Joli  
(Address) 16671 563rd Avenue  
(City) Ames (State) IA (Zip) 50010  
(Phone) 402-250-7713 (Email) jolirunner@live.com

**2. Applicant (if different than owner)**

(Last Name) Schroeder  
(First Name) Jonathon  
(Address) 2605 Northridge Parkway  
(City) Ames (State) IA (Zip) 50010  
(Phone) 515-246-7901 (Email) jonathonschroeder@davisbrowlaw.com

**3. Property Address** 16671 563rd Avenue, Ames, IA 50010

**Parcel ID Number(s)** 06-06-300-255

**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 11/19/10 Applicant Signature [Signature] Date 11-19-10

**Subdivision**

Proposed Name: Tall Hound Timber Subdivision

**Vacation**

Type:  Right-of-way  Plat

**Filing Fee/Type (required prior to processing):**

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)

All required documents for subdivision plats as outlined in Iowa Code Chapter 354.11

RECEIVED

Receipt No. 519838  
Receipt Amount 175

# Story County Planning and Development

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

SUB 13-18

# SUBDIVISIONS



### 1. Property Owner\*

(Last Name) Frame  
(First Name) Brian A. and Jamie R.  
(Address) 16631 563rd Avenue  
(City) Ames (State) IA (Zip) 50010  
(Phone) 515-450-9872 (Email) \_\_\_\_\_

### 2. Applicant (if different than owner)

(Last Name) Schroeder  
(First Name) Jonathon  
(Address) 2605 Northridge Parkway  
(City) Ames (State) IA (Zip) 50010  
(Phone) 515-246-7901 (Email) jonathonschroeder@davisbrownlaw.com

3. Property Address 16631 563rd Avenue, Ames, IA 50010

Parcel ID Number(s) 06-06-300-220

### 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 \_\_\_\_\_ Date 11-19-18  
Applicant Signature Jonathon Schroeder Date 11-19-18

### Subdivision

Proposed Name: Tall Hound Timber Subdivision

### Vacation

Type:  Right-of-way  Plat

#### Filing Fee/Type (required prior to processing):

#### Submittal Requirements:

#### Submittal Requirements:

Residential Parcel Plat (\$175)

Attend conceptual review meeting

Filing Fee (required prior to processing): \$175

Agricultural Plat (\$175)

Legal description that will be used on all required legal documents (submit as Word document)

Legal description that will be used on all required legal documents (submit as Word document)

Minor Plat (\$275)\*\*

Written description of requested items to be vacated

Major Plat—Preliminary (\$275)\*\*

Proposed subdivision plat (submit as PDF)

See Chapter 87.10 for the vacation process

Major Plat—Final (\$175)\*\*

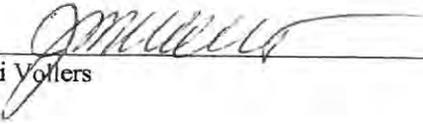
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\*\* Conceptual Review required

All required documents for subdivision plats as outlined in Iowa Code Chapter 354.11

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

I authorize Story County Planning and Development to communicate with Jonathon L. Schroeder from the Davis Brown Law Firm regarding my subdivision application and future proceedings stemming therefrom for my property located at 16671 563<sup>rd</sup> Avenue, Ames, Iowa 50010.

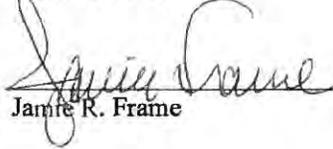
  
\_\_\_\_\_  
Joli Vollers

We authorize Story County Planning and Development to communicate with Jonathon L. Schroeder from the Davis Brown Law Firm regarding our subdivision application and future proceedings stemming therefrom for our property located at 16631 563<sup>rd</sup> Avenue, Ames, Iowa 50010.



---

Brian A. Frame



---

Jamie R. Frame

## OWNER'S CONSENT TO PLAT

### KNOW ALL PERSONS BY THIS INSTRUMENT:

The undersigned persons hereby state, acknowledge, and certify that Joli Vollers, a single person, and Brian A. Frame and Jamie R. Frame, husband and wife, are the Proprietors and record fee titleholders to the real estate described as follows, to-wit:

Part of the Northeast Quarter of the Southwest Quarter of Section 6, Township 84 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, lying westerly of 563<sup>rd</sup> Avenue, and being more particularly described as follows: Commencing at the Northwest Corner of said Northeast Quarter of the Southwest Quarter; thence S00°16'23"W, 265.33 feet along the west line thereof to the point of beginning; thence N52°03'40"E, 30.80 feet to the centerline of said 563<sup>rd</sup> Avenue; thence S42°07'32"E, 674.75 feet a long said line; thence S40°25'35" W, 189. 57 feet; thence S41°00'53"W, 546.89 feet to the Southwest Corner of said Northeast Quarter of the Southwest Quarter; thence N00°16'23"E 1038.49 feet along the west line thereof to the point of beginning, containing 5.96 acres, which includes 0.51 acres of existing public right of way.

### ALSO KNOWN AS:

That part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Six (6), Township Eighty-four (84) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, described as follows: Beginning at the SW Corner of the NE¼ of the SW¼; thence North along the West line of the NE¼ of the SW¼ 2°18' East 1,041 feet to a corner post; thence N54°21'E a distance of 30.7 feet to the center of the county road; thence along the centerline of said county road S40°02'E a distance of 675 feet; thence Southwesterly to the point of beginning, containing 5.9 acres more or less.,

to be subdivided and platted as Tall Hound Timber Subdivision, Story County, Iowa, as it appears on the accompanying Plat, and is done with the free consent and in accordance with the desire of said Proprietors.

Dated: November 19, 2018

J. Miller  
Joli Vollers

STATE OF IOWA            )  
  ) ss:  
COUNTY OF Story        )

This record was acknowledged before me this 19<sup>th</sup> day of November, 2018 by Joli Vollers.

Nancy Baerenwald  
Notary Public in and for said State



*[Handwritten signature]*

Brian A. Frame

*[Handwritten signature]*  
\_\_\_\_\_  
Jamie R. Frame

STATE OF IOWA            )  
  ) ss:  
COUNTY OF Story        )

This record was acknowledged before me this 19<sup>th</sup> day of November, 2018 by Brian A. Frame and Jamie R. Frame.

*[Handwritten signature]*  
\_\_\_\_\_  
Notary Public in and for said State



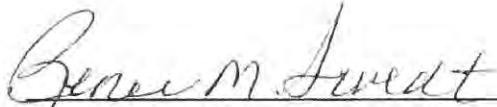
Prepared by Jonathon L. Schroeder, Davis Law Firm, 2605 Northridge Parkway, Ste. 101, Ames, IA 50010, (515) 288-2500

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**CERTIFICATE OF THE TREASURER OF STORY COUNTY, IOWA**

I, Renee M. Twedt, Treasurer of Story County, Iowa, certify that the records of this office show that the real estate described in the attached plat and to be known as Tall Hound Timber Subdivision, Story County, Iowa, is free from certified taxes and certified special assessments.

Dated: 11-19-18

  
\_\_\_\_\_  
Renee M. Twedt  
Treasurer, Story County, Iowa

Parcel Nos. 06-06-300-255 and 06-06-300-220

Prepared by Jonathon L. Schroeder, Davis Law Firm, 2605 Northridge Parkway, Ste. 101, Ames, IA 50010, (515) 288-2500

**APPROVAL OF SUBDIVISION PLAT NAME BY AUDITOR OF STORY COUNTY,  
IOWA**

The Story County Auditor's Office has reviewed the final plat of:

**TALL HOUND TIMBER SUBDIVISION**

Pursuant to Iowa Code §354.6(2) and §354.11(5), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.

Dated: \_\_\_\_\_

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

(SEAL)



**Jonathon L. Schroeder**  
JonathonSchroeder@davisbrownlaw.com  
phone: 515-246-7901  
Ames Office

November 17, 2018

Story County Planning and Development

RE: 16671 and 16631 563<sup>rd</sup> Avenue, Ames, IA 50010  
Story County Parcel Nos. 06-06-300-255 and 06-06-300-220

Ladies and Gentlemen:

*I*

In accordance with Iowa Code section 354.11, we certify that we have examined an Abstract of Title Nos. 1811132520 and 1181132521 (collectively the “Abstract”) commencing with the Root of Title entry and prepared by Abstract & Title Services of Story County in Ames, Iowa (the “Abstracter”). Those who prepared the last continuation of the Abstract certified it reflects all matters up to November 8, 2018 to 8:00 a.m., and relating to the following property:

Part of the Northeast Quarter of the Southwest Quarter of Section 6, Township 84 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, lying westerly of 563<sup>rd</sup> Avenue, and being more particularly described as follows: Commencing at the Northwest Corner of said Northeast Quarter of the Southwest Quarter; thence S00°16’23”W, 265.33 feet along the west line thereof to the point of beginning; thence N52°03’40”E, 30.80 feet to the centerline of said 563<sup>rd</sup> Avenue; thence S42°07’32”E, 674.75 feet a long said line; thence S40°25’35” W, 189. 57 feet; thence S41°00’53”W, 546.89 feet to the Southwest Corner of said Northeast Quarter of the Southwest Quarter; thence N00°16’23”E 1038.49 feet along the west line thereof to the point of beginning, containing 5.96 acres, which includes 0.51 acres of existing public right of way.

**ALSO KNOWN AS:**

That part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Six (6), Township Eighty-four (84) North, Range Twenty-three (23) West of the 5<sup>th</sup> P.M., Story County, Iowa, described as follows: Beginning at the SW Corner of the NE¼ of the SW¼; thence North along the West line of the NE¼ of the SW¼ 2°18’ East 1,041 feet to a corner post; thence N54°21’E a distance of 30.7 feet to the center of the county road; thence along the centerline of said county road S40°02’E a distance of 675 feet; thence Southwesterly to the point of beginning, containing 5.9 acres more or less.

#3021004

DAVIS BROWN KOEHN SHORS & ROBERTS P.C.

TO BE KNOWN AS:

Lots One (1) and Two (2), Tall Hound Timber Subdivision, Story County, Iowa.

We further certify that good and marketable title to the property described above is held by the following:

AS TO:

That part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Six (6), Township Eighty-four (84) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, described as follows: Beginning at the SW Corner of the NE¼ of the SW¼; thence North along the West line of the NE¼ of the SW¼ 2°18' East 1,041 feet to a corner post; thence N54°21'E a distance of 30.7 feet to the center of the county road; thence along the centerline of said county road S40°02'E a distance of 675 feet; thence Southwesterly to the point of beginning, containing 5.9 acres more or less; except commencing at the N¼ Corner of Sec. 6-T84N-R23W of the 5th P.M., Story County, Iowa, thence Westerly 1,312.2 feet along the centerline of the existing county road, thence Southerly 3,448.5 feet, along the centerline of the existing county road, thence S40°02'E 400 feet to the point of beginning, thence continuing S40°02'E 275 feet along the centerline of the existing county road, thence S42°17'W 190.7 feet, thence N40°02'W 275 feet, thence N42°17'E 190.7 feet to the point of beginning.

**Brian A. Frame and Jamie R. Frame, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common,**

AS TO:

Commencing at the N¼ Corner of Sec. 6-T84N-R23W of the 5th P.M., Story County, Iowa, thence Westerly 1,312.2 feet along the centerline of the existing county road, thence Southerly 3,448.5 feet, along the centerline of the existing county road, thence S40°02'E 400 feet to the point of beginning, thence continuing S40°02'E 275 feet along the centerline of the existing county road, thence S42°17'W 190.7 feet, thence N40°02'W 275 feet, thence N42°17'E 190.7 feet to the point of beginning.

**Joli Vollers, a single person,**

free and clear from all liens and encumbrances, except:

1. **MORTGAGES**. None.<sup>1</sup>
2. **PLATS**. The Abstract discloses the following plats of survey filed of record:
  - a) Plat of Survey filed of record on January 10, 1978 in Book 4 at Page 241 in the Office of the Story County Recorder; and,
  - b) Plat of Survey dated October 18, 1979 and filed of record on November 7, 1979 in Book 5 at Page 218 in the Office of the Story County Recorder.
3. **EASEMENT**. The Abstract discloses a blanket Limited Easement in favor of Xenia Rural Water District dated October 6, 2003 and filed of record on October 17, 2003 as Instrument No. 03-21775 in the Office of the Story County Recorder for the construction, operation and maintenance of a water pipeline.
4. **ZONING**. The property is subject to Story County's Comprehensive Zoning Ordinances. The abstract indicates the property is located in an A-1, Agricultural Zone.
5. **REAL ESTATE TAXES**. The Abstract discloses the real estate taxes are paid to date, including the real estate taxes for the first half of fiscal year 2017-2018, i.e. those taxes payable by installment due September 30, 2018. The real estate taxes for the second half of fiscal year 2017-2018, i.e. those taxes payable by installment due March 31, 2019, are unpaid but not yet delinquent. Those taxes are in the amount of \$1,462.00 and \$2,301.00 per installment for Parcel Nos. 06-06-300-255 and 06-06-300-220, respectively.<sup>2</sup>
6. **SEARCHES**. The Abstracter conducted ten-year judgment lien search against Joli Vollers, Carol Heaverlo, Brian A. Frame, and Jamie R. Frame and found no liens other than noted herein. The Abstracter also searched the Iowa Mechanic's Lien Registry and found no liens.

## 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

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<sup>1</sup> The examiner has personal knowledge of a release of an outstanding mortgage that has been filed subsequent to the continuation of the Abstract.

<sup>2</sup> The examiner has personal knowledge that the taxes have been paid through the second half of fiscal year 2017-2018 subsequent to the continuation of the Abstract.

("MNLN") against the property, you could be required to pay the claim, even if posted after you pay for the property and take possession. As a general rule, there is no sure way to determine if there are any such unpaid claims. It is best to determine from the titleholders if any such work has been done. If this property is residential property, you should have a search conducted of the MNLN prior to closing to determine whether a Notice of Commencement and any Preliminary Notices have been posted against the property. If there has been a Notice of Commencement posted against the residential property, you should obtain a mechanic's lien waiver from each party who has posted a Notice of Commencement or Preliminary Notice against the property. If a Notice of Commencement has not been posted against the residential property, you should still determine if any work has been done in the last 90 days by a contractor who does not have any subcontractors or suppliers.

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

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

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

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

6. **ENVIRONMENTAL MATTERS**. An abstract of title will not disclose the existence of hazardous wastes, underground storage tanks, drainage wells, and other like

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

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

8. **RESTRICTIVE COVENANTS.** Use restrictions which were recorded more than 21 years ago and which have not been reserved are no longer enforceable. Easements set forth in the use restrictions continue to be enforceable. You should review such use restrictions to determine how such restrictions affect your use of the property. If you wish to preserve the restrictions beyond 21 years after the date such restrictions were recorded, you should file a statement of preservation before the end of the 21 year period.

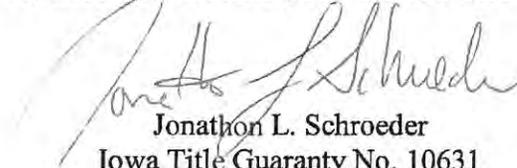
### *III*

Before any transfer of this property at the closing, you should assure yourself that the deed which is used is in proper form, that sellers and buyers are properly named, and that the correct amount of transfer stamps is affixed to the deed. The manner in which you take title may have important tax consequences that you should consider.

This opinion is directed only to you and is intended solely for your use and purposes. No other persons are entitled to rely hereon.

The foregoing report is only a preliminary opinion and we reserve the right to re-examine the Abstract when re-continued giving you our final opinion. The foregoing report is limited to an examination of the Abstract last continued and certified by the Abstracter and does not cover any matters outside of the Abstract.

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



Jonathon L. Schroeder  
Iowa Title Guaranty No. 10631

# TALL HOUND TIMBER SUBDIVISION

A RESIDENTIAL PARCEL SUBDIVISION IN THE NE1/4, SW1/4, SECTION 5-84-23, STORY COUNTY, IOWA

**SURVEYOR:** R. BRADLEY STUMBO, PLS #17161  
 STUMBO & ASSOCIATES LAND SURVEYING  
 P.O. BOX 1864  
 AMES, IA 50010  
 515-233-3689

NW CORNER  
 NE1/4, SW1/4  
 SEC. 5-84-23  
 SET 1/2" REBAR  
 W/ YELLOW CAP  
 #17161

S00°16'23"W  
 285.33'  
 N54°21'E (R)  
 N52°03'40"E  
 30.80'  
 FOUND 1/2"  
 GAS PIPE

### SURVEY DESCRIPTION:

Part of the Northeast Quarter of the Southwest Quarter of Section 5, Township 84 North, Range 23 West of the 5th P.M., Story County, Iowa, lying westerly of 563rd Avenue, and being more particularly described as follows: Commencing at the Northwest Corner of said Northeast Quarter of the Southwest Quarter; thence S00°16'23"W, 285.33 feet along the west line thereof to the point of beginning; thence N52°03'40"E, 30.80 feet to the centerline of said 563rd Avenue; thence S42°07'32"E, 674.75 feet along said line; thence S40°25'35"W, 189.57 feet; thence S41°00'53"W, 546.89 feet to the Southwest Corner of said Northeast Quarter of the Southwest Quarter; thence N00°16'23"E, 1038.49 feet along the west line thereof to the point of beginning, containing 5.96 acres, which includes 0.51 acres of existing public right of way.

### NOTES:

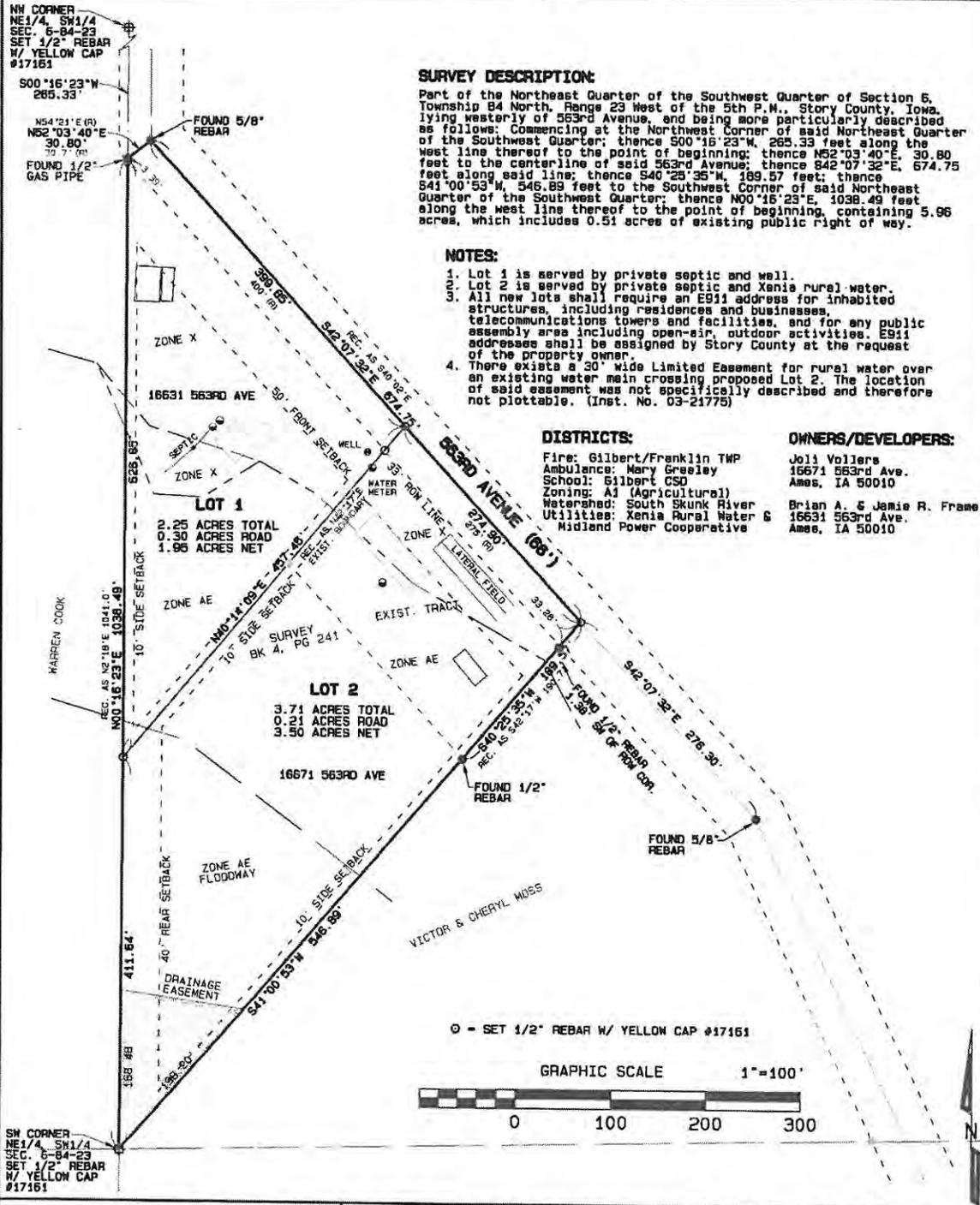
1. Lot 1 is served by private septic and well.
2. Lot 2 is served by private septic and Xenia rural water.
3. All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly areas including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.
4. There exists a 30' wide Limited Easement for rural water over an existing water main crossing proposed Lot 2. The location of said easement was not specifically described and therefore not plottable. (Inst. No. 03-21775)

### DISTRICTS:

Fire: Gilbert/Franklin TWP  
 Ambulance: Mary Greeley  
 School: Gilbert CSD  
 Zoning: A1 (Agricultural)  
 Watershed: South Skunk River  
 Utilities: Xenia Rural Water & Midland Power Cooperative

### OWNERS/DEVELOPERS:

Joli Vollers  
 16671 563rd Ave.  
 Ames, IA 50010  
 Brian A. & Jamie R. Frame  
 16631 563rd Ave.  
 Ames, IA 50010



SW CORNER  
 NE1/4, SW1/4  
 SEC. 5-84-23  
 SET 1/2" REBAR  
 W/ YELLOW CAP  
 #17161

**STUMBO & ASSOCIATES  
 LAND SURVEYING**  
 510 S. 17TH STREET, SUITE #102  
 AMES, IOWA 50010  
 PH. 515-233-3689 • FAX 515-233-4403

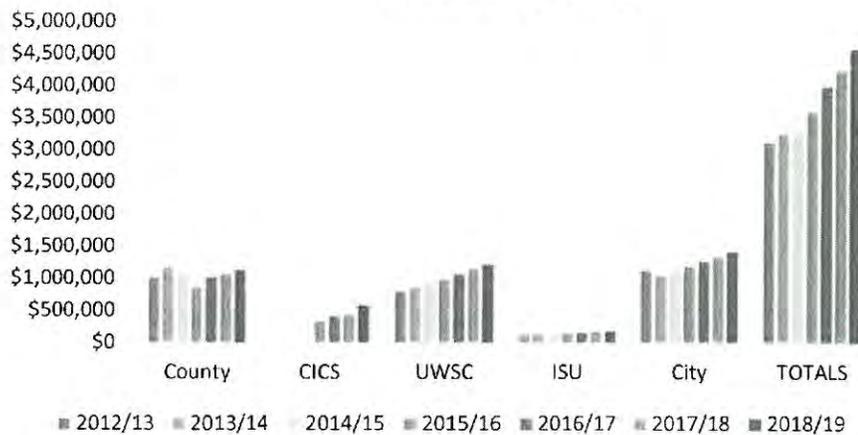
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.  
*R. Bradley Stumbo* Date: 11-29-18  
 R. Bradley Stumbo License #17161  
 My license renewal date is December 31, 2019  
 Job #16065A Date: 11/29/18 Page 1 of 1



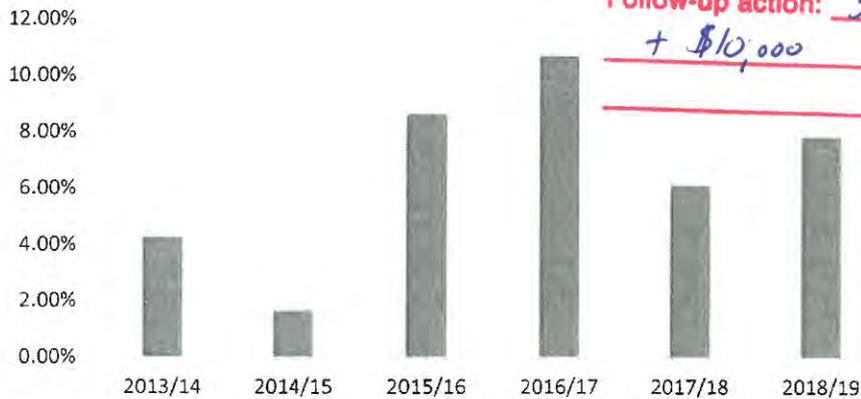
**ASSET RECOMMENTATONS  
FISCAL YEARS 2013-2019**

Funder	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19
County	\$1,029,339	\$1,193,438	\$1,082,602	\$879,965	\$1,035,449	\$1,086,761	\$1,142,625
CICS	\$0	\$0	\$0	\$349,856	\$430,718	\$448,724	\$602,229
UWSC	\$821,607	\$874,140	\$955,079	\$1,005,833	\$1,084,827	\$1,169,946	\$1,228,443
ISU	\$136,755	\$138,178	\$152,605	\$167,339	\$178,882	\$194,430	\$194,430
City	\$1,150,278	\$1,068,220	\$1,139,226	\$1,216,031	\$1,278,973	\$1,355,711	\$1,423,497
<b>TOTALS</b>	<b>\$3,137,979</b>	<b>\$3,273,976</b>	<b>\$3,329,512</b>	<b>\$3,619,024</b>	<b>\$4,008,849</b>	<b>\$4,255,572</b>	<b>\$4,591,224</b>
		<b>4.33%</b>	<b>1.70%</b>	<b>8.70%</b>	<b>10.77%</b>	<b>6.15%</b>	<b>7.89%</b>

**Growth by Funder**



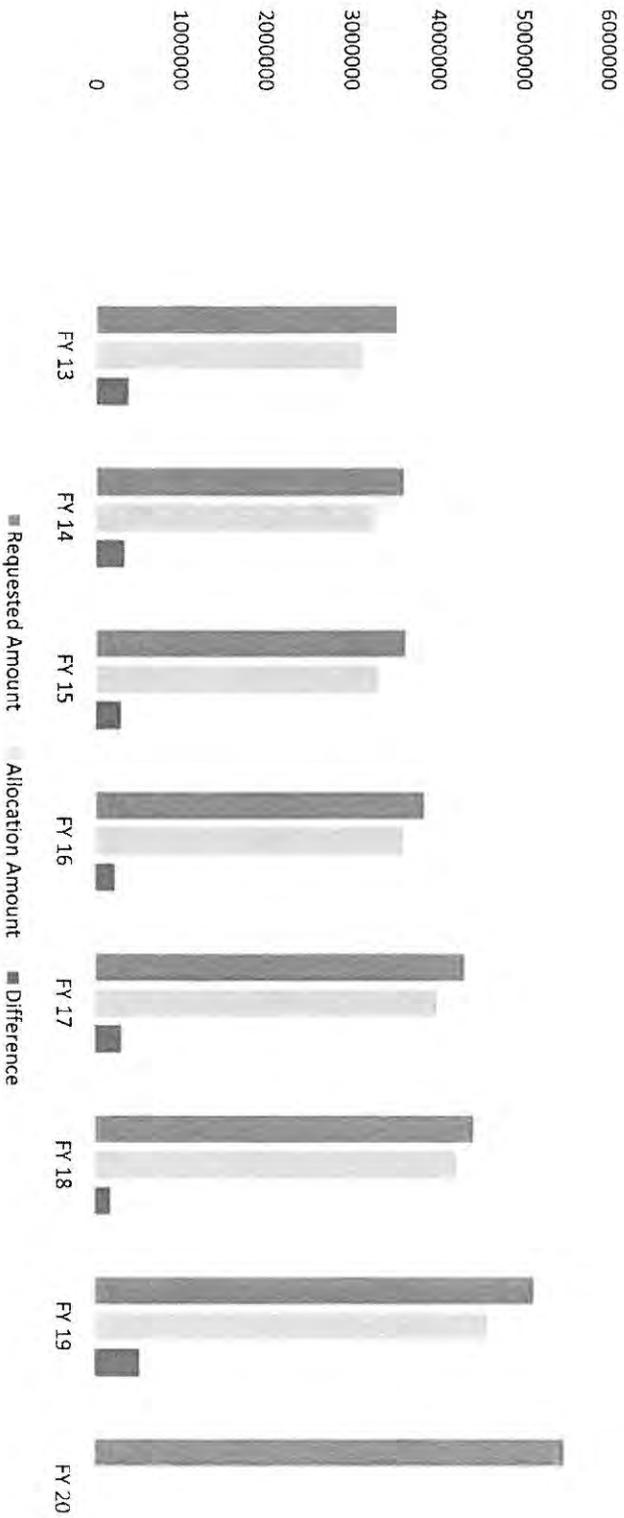
**Percentage Growth**



APPROVED    DENIED  
 Board Member Initials: AS  
 Meeting Date: 12-18-18  
 Follow-up action: 3% + \$500 Cost + \$10,000

**REQUESTS VS ALLOCATIONS FY 2013 - 19 (All Funders)**

	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
<b>Requested Amount</b>	\$3,535,174.00	\$3,623,151.00	\$3,645,396.00	\$3,864,630.00	\$4,331,879.00	\$4,442,972.00	\$5,138,293.00	\$5,491,048.00
<b>Allocation Amount</b>	\$3,137,979.00	\$3,273,976.00	\$3,329,512.00	\$3,618,916.00	\$4,005,270.00	\$4,240,967.00	\$4,591,224.00	
<b>Difference</b>	\$397,195.00	\$349,175.00	\$315,884.00	\$245,714.00	\$326,609.00	\$202,005.00	\$547,069.00	



	A	B	C	D	E	F
1	<b>ASSET REQUESTS FOR FY 2019-20</b>					
2						
3	<b>GENERAL BASIC FUNDS</b>					
4	<b>Provider</b>	<b>Service</b>	<b>Budget 2019</b>	<b>Request 2020</b>	<b>Difference</b>	
5	ACCESS	Domestic Abuse Crisis and Support	\$22,600.00	\$23,730.00		Collapsed two services
6	ACCESS	Sexual Abuse Crisis and Support	\$4,973.00	\$7,445.00		Collapsed two services
7	ACCESS	Battering - Court Watch	\$2,165.00	\$2,205.00		
8	ACCESS	Emergency Shelter	\$29,341.00	\$37,160.00		
9	ACCESS	Education & Awareness	\$1,590.00	\$1,637.00		
10	ACCESS	Homicide and Violent Crime Crisis and Support	\$0.00	\$17,968.00		New Service
11	Totals ACCESS		\$60,669.00	\$90,145.00	\$29,476.00	
12						
13	All Aboard for Kids	Out of School Program (summer)	\$1,700.00	\$2,000.00		
14	Totals All Aboard for Kids		\$1,700.00	\$2,000.00	\$300.00	
15						
16	Ames Community Preschool Center	Child Care - Children	\$16,500.00	\$17,160.00		
17	Ames Community Preschool Center	Child Care - School Age	\$2,621.00	\$2,725.00		
18	Total Ames Community Preschool Center		\$19,121.00	\$19,885.00	\$764.00	
19						
20	Boys and Girls Club of Story County	Social Adjustment	\$19,425.00	\$20,000.00		
21	Boys and Girls Club of Story County	Social Adjustment (New Nevada site)	\$0.00	\$5,000.00		New Request
22	Total BGC		\$19,425.00	\$25,000.00	\$5,575.00	
23						
24	Center for Creative Justice	Probation Supervision	\$32,254.00	\$33,544.00	\$1,290.00	
25	Total CCJ		\$32,254.00	\$33,544.00	\$1,290.00	
26						
27	Central Iowa RSVP	Disaster Response Volunteers	\$1,276.00	\$1,350.00		
28	Central Iowa RSVP	Transportation	\$5,614.00	\$5,800.00		
29	Central Iowa RSVP	Volunteer Management	\$19,600.00	\$19,800.00		
30	Totals RSVP		\$26,490.00	\$26,950.00	\$460.00	
31						
32	ChildServe	Child Care - Children	\$4,500.00	\$11,232.00		
33	ChildServe	Child Care - Infants	\$5,000.00	\$6,432.00		
34	Totals ChildServe		\$9,500.00	\$17,664.00	\$8,164.00	
35						
36	Emergency Residence Project	Emergency Shelter	\$34,500.00	\$35,190.00		
37	Emergency Residence Project	Transitional Housing	\$12,800.00	\$15,802.00		
38	Totals ERP		\$47,300.00	\$50,992.00	\$3,692.00	
39						
40						
41						
42						
43						

	A	B	C	D	E	F
44	<b>GENERAL BASIC FUNDS</b>					
45	<b>Provider</b>	<b>Service</b>	<b>Budget 2019</b>	<b>Request 2020</b>	<b>Difference</b>	
46	Heartland Senior Services	Mobile Meals Mobile Meals (under mandated age threshold)	\$30,264.00	\$31,172.00		
47	Heartland Senior Services		\$0.00	\$3,000.00		New Request
48	Heartland Senior Services	Senior Food Program	\$1,646.00	\$1,695.00		
49	Heartland Senior Services	Service Coordination - Outreach	\$45,320.00	\$46,680.00		
50	Heartland Senior Services	Adult Day Ctr/Day Care	\$18,353.00	\$18,903.00		
51	Totals for HSS		\$95,583.00	\$101,450.00		\$5,867.00
52						
53	HIRTA Public Transit	Transportation - County	\$106,250.00	\$106,250.00		
54	Total HIRTA		\$106,250.00	\$106,250.00		\$0.00
55						
56	Iowa Able Foundation	Budget/Credit Counseling	\$600.00	\$750.00		
57	Total Iowa Able Foundation		\$600.00	\$750.00		\$150.00
58						
59	Legal Aid Society of Story County	Legal Aid - Civil	\$93,559.00	\$100,000.00		
60	Total Legal Aid		\$93,559.00	\$100,000.00		\$6,441.00
61						
62	Lutheran Services in Iowa	Crisis Child Care	\$3,000.00	\$3,000.00		
63	Lutheran Services in Iowa	Outpatient/School based MH	\$2,000.00	\$0.00		
64	Totals LSI		\$5,000.00	\$3,000.00		(\$2,000.00)
65						
66	Mid-Iowa Community Action	Child Dental Clinic	\$900.00	\$900.00		
67	Mid-Iowa Community Action	Clinics - Fluoride	\$150.00	\$150.00		
68	Mid-Iowa Community Action	Dental Clinics	\$32,000.00	\$35,600.00		
69	Mid-Iowa Community Action	Family Development	\$7,039.00	\$7,039.00		
70	Mid-Iowa Community Action	Food Pantry	\$3,000.00	\$3,500.00		
71	Mid-Iowa Community Action	Head Start	\$0.00	\$2,000.00		
72	Totals MICA		\$43,089.00	\$49,189.00		\$6,100.00
73						
74	Raising Readers	Advocacy of Social Development	\$5,250.00	\$3,000.00		
75	Raising Readers	Family Development/Education	\$3,150.00	\$7,475.00		
76	Raising Readers	Out of School Learning	\$4,461.00	\$10,376.00		
77	Totals Raising Readers		\$12,861.00	\$20,851.00		\$7,990.00
78						
79	Story Time Childcare Center	Child Care - Children	\$37,625.00	\$41,850.00		
80	Story Time Childcare Center	Child Care - Infants	\$4,228.00	\$3,150.00		
81	Story Time Childcare Center	Child Care - School Age	\$422.00	\$0.00		
82	Totals Story Time		\$42,275.00	\$45,000.00		\$2,725.00
83						
84						
85						
86						
87						

	A	B	C	D	E	F
132						
133	Legal Aid Society of Story County	Legal Aid - Civil	\$5,800.00	\$6,500.00		
134	Total Legal Aid		\$5,800.00	\$6,500.00	\$700.00	
135						
136	Youth and Shelter Services	Child Safety	\$1,500.00	\$2,360.00		
137	Youth and Shelter Services	Stork's Nest	\$91.00	\$100.00		
138	Youth and Shelter Services	Mentoring	\$2,709.00	\$0.00		
139	Youth and Shelter Services	Kids Club	\$2,311.00	\$6,990.00		
140	Youth and Shelter Services	Summer Enrichment	\$586.00	\$800.00		
141	Totals YSS		\$7,197.00	\$10,250.00	\$3,053.00	
142						
143	<b>Local Option Totals</b>		\$17,500.00	\$21,298.00	\$3,798.00	
144						
145						
146	<b>PUBLIC HEALTH FUNDS</b>					
147	<b>Provider</b>	<b>Service</b>	<b>Budget 2019</b>	<b>Request 2020</b>	<b>Difference</b>	
148	MGMC Home Health Services	Clinics	\$102,000.00	\$107,000.00		
149	MGMC Home Health Services	Homemaker / Home Health Aide	\$118,500.00	\$123,000.00		
150	MGMC Home Health Services	Hospice	\$43,900.00	\$47,000.00		
151	MGMC Home Health Services	In-Home Nursing - Skilled Nursing	\$72,000.00	\$78,000.00		
152	MGMC Home Health Services	Lifeline	\$9,500.00	\$0.00		
153	Totals MGMC		\$345,900.00	\$355,000.00	\$9,100.00	
154						
155	<b>Public Health Totals</b>		\$345,900.00	\$355,000.00	\$9,100.00	
156						
157						
158						
159						
160	<b>GRAND TOTALS OF ALL FUNDS COMBINED</b>		\$1,149,225.00	\$1,655,429.00	\$506,204.00	
161	(General, Local Option, Public Health)					

	A	B	C	D	E	F
<b>88</b>	<b>GENERAL BASIC FUNDS</b>					
<b>89</b>	<b>Provider</b>	<b>Service</b>	<b>Budget 2019</b>	<b>Request 2020</b>	<b>Difference</b>	
90	The Salvation Army	Bill Payer Program	\$2,500.00	\$3,000.00		
91	The Salvation Army	Emergency Disaster Service	\$1,125.00	\$2,000.00		
92	The Salvation Army	Food Pantry	\$0.00	\$5,000.00		
93	Totals Salvation Army		\$3,625.00	\$10,000.00		New Request
94						
95	University Community Childcare	Child Care - Children	\$7,314.00	\$8,045.00		
96	University Community Childcare	Child Care - Infants	\$8,076.00	\$8,884.00		
97	University Community Childcare	Comfort Zone	\$649.00	\$714.00		
98	Totals UCC		\$16,039.00	\$17,643.00		\$1,604.00
99						
100	Volunteer Center of Story County	Volunteer Management	\$2,145.00	\$3,500.00		***
101	Volunteer Center of Story County	Service Learning/Youth	\$1,131.00	\$3,000.00		
102	Totals VCSC		\$3,276.00	\$6,500.00		\$3,224.00
103						
104	Youth and Shelter Services	Child Safety	\$3,000.00	\$2,365.00		
105	Youth and Shelter Services	Stork's Nest	\$400.00	\$416.00		
106	Youth and Shelter Services	Mentoring	\$12,563.00	\$51,570.00		partial transfer from JCS
107	Youth and Shelter Services	Kids Club	\$21,323.00	\$62,976.00		partial transfer from JCS
108	Youth and Shelter Services	Community Youth Development	\$28,840.00	\$30,282.00		
109	Youth and Shelter Services	Family Development/Education	\$2,348.00	\$2,465.00		
110	Youth and Shelter Services	Public Educ and Awareness (incl SA)	\$49,440.00	\$167,116.00		partial transfer from JCS
111	Youth and Shelter Services	Employment Assistance for Youth	\$5,295.00	\$5,560.00		
112	Youth and Shelter Services	Summer Enrichment	\$14,200.00	\$19,200.00		
113	Youth and Shelter Services	Transitional Living	\$3,200.00	\$6,284.00		
114	Youth and Shelter Services	Emergency Shelter - Rosedale	\$0.00	\$108,390.00		transfer from JCS
115	Youth and Shelter Services	Substance Abuse Treatment	\$0.00	\$10,500.00		transfer from JCS
116	Youth and Shelter Services	Primary Treatment/Outpatient	\$0.00	\$81,375.00		transfer from JCS
117	Totals YSS		\$140,609.00	\$545,718.00		\$405,109.00 *
118						
119	ASSET	Administrative Services	\$6,600.00	\$6,600.00		\$0.00
120						
121	General Basic Totals		\$785,825.00	\$1,279,131.00		\$493,306.00
122						
123	<b>LOCAL OPTION FUNDS</b>					
124	<b>Provider</b>	<b>Service</b>	<b>Budget 2019</b>	<b>Request 2020</b>	<b>Difference</b>	
125	Heartland Senior Services	Adult Day Ctr/ Care	\$240.00	\$247.00		
126	Heartland Senior Services	Mobile Meals	\$564.00	\$581.00		
127	Heartland Senior Services	Service Coordination	\$699.00	\$720.00		
128	Totals HSS		\$1,503.00	\$1,548.00		\$45.00
129						
130	HIRTA Public Transit	Transportation - County	\$3,000.00	\$3,000.00		
131	Total HIRTA		\$3,000.00	\$3,000.00		\$0.00



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

Ph. 515-382-7245  
[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

## MEMORANDUM

**DATE:** December 13, 2018  
**TO:** Story County Board of Supervisors  
**FROM:** Jerry L. Moore, Planning and Development Director  
**RE:** Status Update on Number of Mobile Homes at Crestview Mobile Home Park & Planning and Development's Plan for Additional Clean-up

### Background

The Story County Board of Supervisors approved the extension of the use of the temporary hoop building located on the Crestview Mobile Home Park property with conditions on May 29, 2018, to allow Brant Lemer to remove hazardous materials from the existing mobile homes. The conditions of approval were, by August 31, 2018, no more than 18 mobile homes may be located at Crestview Mobile Home Park and by November 29, 2018, all mobile homes were required to be removed from the property. If targeted dates were not met, Planning and Development would start the enforcement process.

On November 29, 2018, I met Brant Lemer at the property to determine if the requirement of removing all mobile homes by November 29, 2018 was achieved. I observed the following: **three mobile homes that Mr. Lemer stated were currently being used for storage of industry items from mobile homes previously located on the property and other items.** Other items observed included, the hoop building located near the center of the property, debris and recyclable materials located on the north area of the property (including behind the northwest fenced enclosure) from the removal of mobile homes, the dirt pile located in the southwest area of the property, several semi-trucks & trailers, pick-up trucks, trailers and vehicles, and several storage sheds (approximately 10). At the end of the review of the property, I requested Mr. Lemer to provide a written response to me by Tuesday, December 4, 2018, regarding his general plans for the property, the hoop building, and a compliance schedule addressing the date for removing the above items. I returned to the property on Friday, November 30, 2018, to retake photos on the north side of the property and observed two additional mobile homes located in the north part of the property that were not there the previous day. The two mobile homes were removed however, based on my site review on Monday, December 10, 2018.

Mr. Lemer submitted a letter and site sketch plan to our department on December 6, 2018. The letter addressed his plans for three existing mobile homes (used for storage), hoop building, and dirt pile. The letter indicated that his plan is to use the dirt to fill low





Story County Planning and Development Department  
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areas where previous mobile homes were located and he requested a Conditional Use Permit for storage of equipment and vehicles on the property. The letter also addressed Mr. Lemer's request to reuse the hoop building for storage and to also store vehicles outside on the property. The letter did not provide dates for removing the above identified items from the property. The letter indicated that the storage building (located on west side of property) identified as exhibit A, is storing appliances from mobile homes, the three mobile homes identified as exhibit B are currently being used for the storage of industry items such as door frames and skirting for mobile homes. Mr. Lemer also submitted a zoning permit application for the hoop building to store a skid loader and tree trimming equipment for his contractor businesses.

In our department's December 12, 2018 response letter to Mr. Lemer, we told him the property was zoned CLI-Commercial Light Industrial and storage of contractor equipment inside the hoop building was considered a permitted use in the district. We routed the zoning permit and site sketch plan to County staff for review and comments. Ultimately, the process requires action on the zoning permit and the site sketch plan for the reuse of the hoop building by the Board of Supervisors. The outdoor storage of vehicles is not a permitted use in the CLI-Commercial Light Industrial District or the HI-Heavy Industrial District. To address this issue, Mr. Lemer can submit a text amendment application and fee (\$325) for the County to consider adding outdoor vehicle storage to the Story County Land Development Regulations. The text amendment process starts with a Conceptual Review meeting with County staff to discuss the requested text amendment.

Prior to placing the zoning permit and site plan sketch for storing Mr. Lemer's contractor equipment in the hoop building on the Board of Supervisors agenda for action, we asked Mr. Lemer to sign the letter agreeing to remove all items below from his three properties on or before March 12, 2019 to avoid enforcement action by the County. The items include the following:

- Three mobile homes
- Debris & recyclable materials
- Storage Sheds & contents
- Vehicles (semi-trucks, semi-trailers, trucks, cars, trailers)

We also asked Mr. Lemer to provide a diagram/aerial of the locations planned for the fill dirt on the property and to return a signed copy of the agreement by December 19, 2018. Because it is the middle of December, and given the amount of items that still need to be removed from the property, we believe 90 days is a fair and reasonable amount of time to accomplish the task.



**CRESTVIEW MOBILE HOME PARK**  
5615 West Lincoln Way  
Ames, Iowa 50014

December 2, 2018

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

SUBJECT: Site Plan 5615 Lincoln Way, Ames, IA

ATTN: Jerry Moore

Jerry,

Here is a site plan for 5615 Lincoln Way, Ames, as discussed November 29, 2018.

Stockpiled dirt will be used to fill in low areas of such settlement of removed mobile homes. This may construct as time and weather allows.

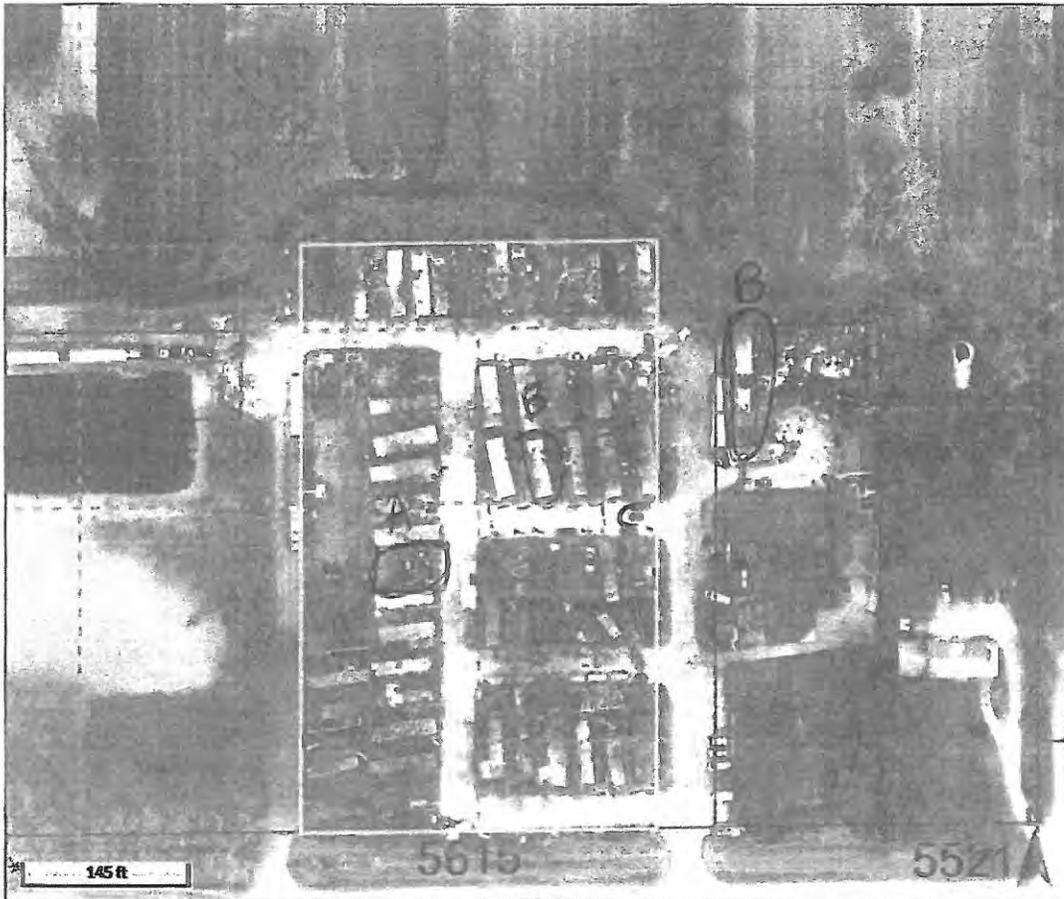
Remainder of property to remain as is infrastructure, roads, trees and exhibit's A, B, C stationed on enclosed attachment. Exhibit A is the existing storm shelter building. Exhibit B is mobile homes that are and were used for storage prior to closing of mobile home park. Exhibit C is the 30' x 85' fabric building constructed December, 2017.

Also, as discussed, would request a conditional use permit for storage of equipment and vehicles on property.

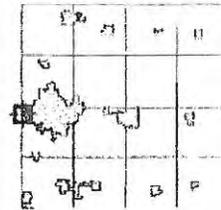
Thank you,

A handwritten signature in black ink, appearing to read 'Brant Lemer', with a long horizontal flourish extending to the right.

Brant Lemer



**Overview**



**Legend**

-  Parcels
-  Lots
-  Townships
-  Corporate Limits
-  Road Centerlines

<b>Parcel ID</b>	0906350340	<b>Alternate ID</b>	0906350340	<b>Owner Address</b>	LEMER, BRANT
<b>Sec/Twp/Rng</b>	06-83-24	<b>Class</b>	M - MultiResidential		5615 LINCOLN WAY
<b>Property Address</b>	5615 LINCOLN HIGHWAY	<b>Acreage</b>	3.19		AMES IA 50014
	AMES				
<b>District</b>	65009 - WASHINGTON TWP/AMES SCH				
<b>Brief Tax Description</b>	CRESTVIEW AC SD LOTS 3-26 & LOT 27 EX 5 20' & E EX 520' FG LOTS 84-86 & 107-109				
	(Note: Not to be used on legal documents)				

**Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:**

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

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