

The Board of Supervisors met on 4/25/17 at 10:00 a.m. in the Story County Administration Building. Members present: Marty Chitty, Lauris Olson, and Rick Sanders, with Sanders presiding. (all audio of meetings available at storycountyiowa.gov). Sanders asked to consider Additional Item #1, Modifications to North Park Project in Story City, before the Minutes. The Board concurred.

RECOGNITION OF LIEUTENANT JEFF DODDS FOR HIS 30 YEARS OF SERVICE – Paul Fitzgerald, Sheriff, recognized Dodds for his service, and leadership. Sanders presented Dodds with a plaque.

ONE ADDITIONAL DETENTION OFFICER IN THE JAIL – Paul Fitzgerald, Sheriff, reported on a previous discussion with the Board 18 months prior regarding staffing issues. Connie Toresdahl, 18 months ago, overtime and burn-out, ongoing expense, still not where they need to be, concerns for public safety, and new officers need orientation and schooling. Connie Toresdahl, Administration Assistant Budget Supervisor, provided additional history and reported on staffing analysis. Sanders asked if staff was still being pulled from assigned duties to cover the jail. Fitzgerald said yes. Olson asked about budget. Chitty asked for patrol numbers in the unincorporated area. Fitzgerald stated the Sheriff's Office is modifying coverage processes but have the appropriate number of staff. Chitty asked about inmate numbers. Sanders asked about timeframe. Fitzgerald stated as soon as possible. Sanders asked the Sheriff to return to the Board on 5/23/17.

AMES ECONOMIC DEVELOPMENT COMMISSION (AEDC) QUARTERLY UPDATE – Brenda Dryer, Workforce Solutions and Story County Community Outreach Director, reported on workforce programs, school programs, internships, events, outreach, and jobs website.

HEARTLAND SENIOR SERVICES AGENCY REPORT – Nancy Carroll, Executive Director, reported on budget, activities, the Adult Day Center, meal deliveries, and outreach.

MODIFICATIONS TO NORTH PARK PROJECT IN STORY CITY – Mike Jensen, Story City Mayor, provided an overview of project changes. Olson reported on visiting the site. The Board concurred on accepting the project changes as submitted. No action required, per Sanders.

MINUTES: 4/18/17 Minutes – Chitty moved, Sanders seconded the approval of Minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

PERSONNEL ACTIONS: 1) new hire in Sheriff's Office, effective 5/3/17, for Cynthia Schwickerath @ \$15.56/hr; effective 5/4/17 for Mildred Webster @ \$15.56/hr. Chitty moved, Olson seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

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

1. Appointment to the Conservation Board: Christine Laumer for a five-year term ending 12/31/21
2. Appointment to the Planning and Zoning Commission: Jonathan Sherwood for a five-year term ending 12/31/21
3. Acknowledgment of the Sheriff's Office purchase (unbudgeted) of 25 mobile data terminals for \$57,500.00
4. Resolution #17-99, Story County Weed Commissioner Notice
5. Adopt-A-Road Annual Renewal, effective 1/1/17-12/31/17: a) #95-03, Boy Scout #157 on County Road E23 (170th Street) from County Road R50 (George Washington Carver) west to County Road R38 (500th Avenue)
6. Agreement between the Iowa Department of Transportation, Story County, and Union Pacific Railroad Company for the construction and cost participation covering the installation of safety improvements at the railroad crossing at milepost 99.37 on 290th Street, project #RRP-RR07(193)- -8A-00
7. Assistant County Attorney Matrix, effective 7/1/17
8. Story County Non-Bargaining Personnel Pay Matrix, effective 7/1/17
9. Utility Permits: #17-98, #17-99, #17-100

Roll call vote. (MCU)

RESOLUTION #17-90, THE IRONS MAJOR SUBDIVISION FINAL PLAT – Jerry Moore, Planning and Development Director, provided ownership information, property history, total acres, and aerial photos. The property is located within two miles of both Gilbert and Ames. Moore reported on current zoning, waivers granted by the municipalities, drainage, septic systems, access points, and the Ames Urban Fringe Plan. He provided the public comments received, points for the Board to consider, and alternatives. Sanders opened the public hearing at 11:24 a.m. Linda Murken, Franklin Township, stated she serves on the County Planning & Zoning Commission; the Commission voted against this project. She stated the different reasons for denial and concerns. Sanders clarified that the project is in compliance with the City of Ames. Moore concurred and stated the street system meets Ames' requirements. Chris Gardner, representing Bella Woods, spoke about emergency specifications. Sanders hearing no further comments, closed the public hearing at 11:34 a.m. Olson moved, Chitty seconded the approval of Resolution #17-90, the Irons Major Subdivision Final Plat. Roll call vote. (MCU)

REPLACEMENT HARDWARE AND INSTALLATION OF CORE SWITCH UPGRADE FOR STORY COUNTY BETWEEN IP PATHWAYS AND INFORMATION TECHNOLOGY (IT) FOR \$117,230.50 – Barbara Steinback, IT Director, reported the quote exceeds the budget. Because the core switches have reached the end of useful life, cheaper options are not possible. Steinback received three quotes for the replacement; the additional cost can be absorbed in the current budget. Discussion took place. Chitty moved, Olson seconded the approval of the Replacement Hardware and Installation of Core Switch Upgrade for Story County between IP Pathways and Information Technology for \$117,230.50. Sanders reiterated the cost will be contained within the current IT budget. Roll call vote. (MCU)

QUARTERLY FINANCIAL REPORT – Lisa Markley, Assistant Auditor, reported that three-quarters of the way through the fiscal year, seven departments exceed 75% of expenditures although overall the County is at 63% of budgeted expenditures. Markley provided fund balance status by fund. The upcoming budget amendment will cover salary needs. Revenues are at 93%. Markley will return to the Board on 5/9/17 for the budget amendment public hearing.

PROCESS FOR BOARD OF SUPERVISORS (BOS) APPOINTMENTS TO STORY COUNTY BOARDS AND COMMISSIONS – Olson stated any process needs to include all Board members. Sanders stated under the current process, the BOS chair works with staff to interview applicants. Sanders asked Olson for her recommendations. Olson proffered that each Board member interview applicants sequentially and select appointees at a public meeting. Sanders stated more applicant information can be provided to the Board but that he thinks an interview at a public meeting will

prevent people from applying. Linda Murken, Franklin Township, at Olson's request, reported on the process of her appointment to the Planning and Zoning Commission. Discussion took place. Sanders stated he likes the idea of the chair of the board or commission participating. Deb Schildroth, Director of External Operations and County Services, reported on staff's current process. Olson stated she knows of no evidence that a public process will result in a drop in participation. Chitty stated the current process works. Ethan Anderson, Assistant County Attorney, stated the *Code of Iowa* is silent on the process of appointment; it is a Board decision. Olson moved, Chitty seconded that all applicants come before the Board in an open meeting for consideration and a vote. Roll call vote. Olson aye, Chitty aye, Sanders nay. Motion passes.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE

SUPERVISORS: Chitty reported on meetings for the AEDC, the Regional Governance Board, and Central Iowa Juvenile Detention. He was asked to join the Boys and Girls Club Board. Olson reported on meetings for the Heart of Iowa Regional Transit Agency (HIRT) and Community Family Resources (CFR).

Chitty moved, Olson seconded to adjourn at 12:31 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Tentative Agenda
4/25/17

1. CALL TO ORDER: 10:00 A.M.

2. PLEDGE OF ALLEGIANCE:

3. PUBLIC COMMENT #1:

This comment period is for the public to address topics on today's agenda

4. Recognition Of Lieutenant Jeff Dodds For His 30 Years Of Service

Department Submitting Human Resources

5. Discussion Of One Additional Detention Officer In The Jail - Sheriff Fitzgerald, Connie Toresdahl, John Asmussen, And Micah Andersen

On March 29, 2016, there was a presentation and discussion with the BOS on the need of additional personnel in the jail. On April 26, 2016, discussion was continued and the BOS approved two new detention officer positions: one immediately, one after July 1, 2016.

Department Submitting Sheriff

Documents:

JAIL OT STATS.PDF
JAIL ANALYSIS.PDF
JAIL STAFFING ANALYSIS.PDF

6. Ames Economic Development Commission Quarterly Update - Brenda Dryer

Department Submitting BOS

Documents:

SCAEDC.PDF

7. Heartland Senior Services Agency Report - Nancy Carroll

Department Submitting Auditor

Documents:

APRIL 2017 FINAL.PDF

8. CONSIDERATION OF MINUTES:

I. 4/18/17 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire in Sheriff's Office effective 5/3/17 for Cynthia Schwickerath @ \$15.56/hr;
effective 5/4/17 for Mildred Webster @ \$15.56/hr.

Department Submitting HR

10. 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 To The Conservation Board: Christine Laumer For A Five Year Term Ending 12/31/21

Department Submitting Board of Supervisors

Documents:

NOTICE OF APPT.PDF

II. Consideration Of Appointment To The Planning And Zoning Commission: Jonathan Sherwood For A Five Year Term Ending 12/31/21

Department Submitting Board of Supervisors

Documents:

NOTICE OF APPT.PDF

III. Acknowledgement Of Sheriff's Office Purchase Of 25 Mobile Data Terminals For \$57,500 (Un-Budgeted)

Department Submitting Sheriff

Documents:

SHERIFF OFFICE UNBUDGETED PURCHASE.PDF
MDT MEMO.PDF

IV. Consideration Of Resolution #17-99, Story County Weed Commissioner Notice

Department Submitting IRVM

Documents:

17 99 RES.PDF

V. Consideration Of Adopt-A-Road Annual Renewal Effective 01/01/17 Thru 12/31/17: A) #95-03, Boy Scout #157 On County Road E23 (170th Street) From County Road R50 (Geo. Washington Carver) West To County Road R38 (500th Ave)

Department Submitting Engineer

Documents:

AAR 9503 17.PDF

- VI. Consideration Of Agreement Between Iowa Department Of Transportation, Story County, Iowa And Union Pacific Railroad Company For The Construction And Cost Participation Covering The Installation Of Safety Improvements At The Railroad Crossing At Milepost 99.37 On 290th Street, Project #RRP-RR07(193)- -8A-00

Department Submitting Engineer

Documents:

AGR RR AND DOT.PDF

- VII. Consideration Of Assistant County Attorney Matrix Effective 7/01/17

Department Submitting BOS

Documents:

ATTORNEY MATRIXFY18.PDF

- VIII. Consideration Of Story County Non-Bargaining Pay Matrix Effective 7/01/17

Department Submitting BOS

Documents:

FY18 PAY MATRIX.PDF

- IX. Consideration Of Utility Permit(S): #17-098, #17-099, #17-100

Department Submitting Engineer

Documents:

UT 17 098.PDF
UT 17 099 PIC.PDF
UT 17 099.PDF
UT 17 100 PIC.PDF
UT 17 100.PDF

11. PUBLIC HEARING ITEMS:

- I. Discussion And Consideration Of Resolution #17-90, The Irons Major Subdivision - Final Plat, Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF REPORT BOS SUB 02 16.PDF
THE IRONS FINAL PLAT REVISED 04202017.PDF
BOS RESOLUTION 17 90 THE IRONS FINAL PLAT.PDF
IMPROVEMENT AGREEMENT FINAL.PDF
LETTER OF CREDIT.PDF
RESTRICTIVE COVENANTS THE IRONS.PDF

12. ADDITIONAL ITEMS:

- I. Consideration Of Project Modifications To North Park Project In Story City - Mike Jensen And Leanne Harter

Department Submitting BOS

Documents:

STORYCITY.PDF

- II. Discussion And Consideration For Replacement Hardware And Installation Of Core Switch Upgrade For Story County Between IP Pathways And Information Technology @ \$117,230.50 - Barbara Steinback

Department Submitting Information Technology

Documents:

IP PATHWAYS.PDF

13. AGENCY REPORTS:

14. DEPARTMENTAL REPORTS:

15. OTHER REPORTS:

- I. Quarterly Financial Report – Lisa Markley

Department Submitting Auditor

Documents:

QTR REPORT.PDF

- II. Discussion Of Process For Board Of Supervisors Appointments To Story County Boards And Commissions

Department Submitting Board of Supervisors

16. PUBLIC FORUM #2:

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

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

18. ADJOURNMENT:

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

Story County Meeting
Board of Supervisors
4/25/17

NAME

ADDRESS

Brenda Dyer
Mike Jensen
John Asmusen
MICHAEL ARTHUR
Paul Fitzgerald
Jerry Moore
Barb Steinback
Hugh Baste
Auntie Harrington
Jeff Dadds
Chris Graham
STEVE DOMINO
Deborah Schilder
L. Munker
J. H. Claus
Ethan Anderson
Lisa Minkley
Anne Jonsdahl

Ames Chamber
Story City
SCSO
SCSO
Sheriff
P210
SCIT
SCIT
Ames Trib
SCSO
Bella
BELLA
BOS
Gilbert
Ames
SCAO
And
Shenff

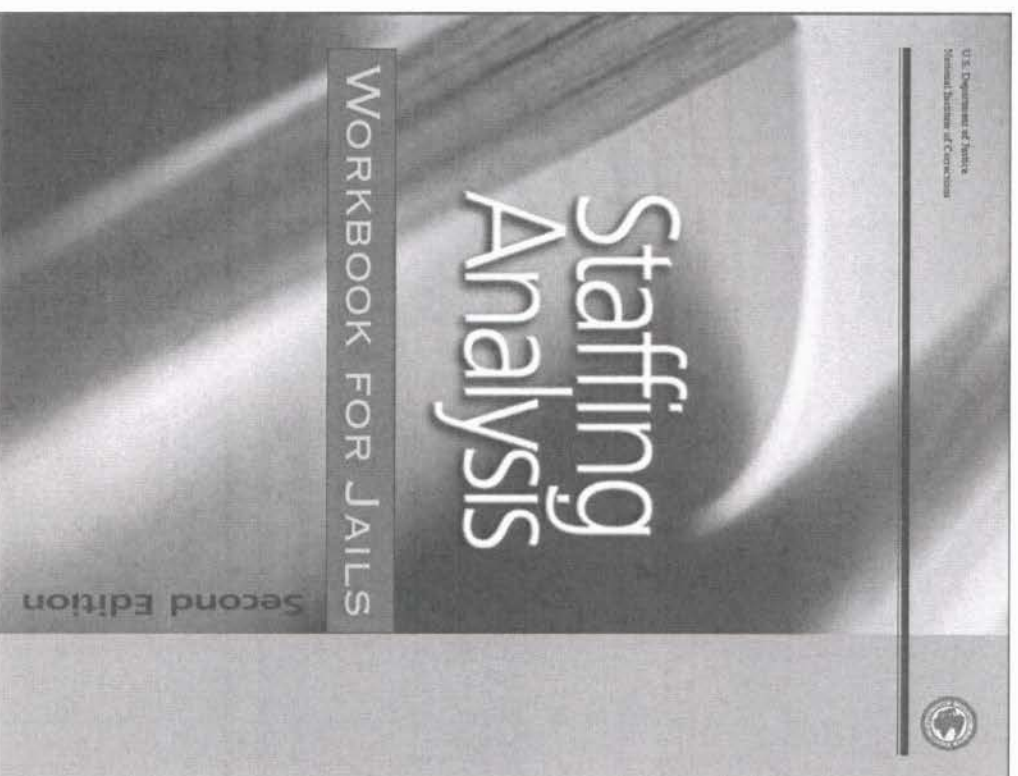
Jail Staffing Analysis

Asst. Jail Administrator Micah Andersen

March 2016

Staffing Analysis Workbook for Jails

Second Edition



Two Things

- How many positions do you need filled?
 - How Many Hours of Labor do you need per year to fill the position.
- How many hours per year does an employee work?
 - Calculated using a 3 year average.
 - Hours actually working after days off, Vacation, Sick, Etc.
 - Net Annual Work Hours (NAWH)

To ensure that your calculations are correct, please press the Tab key or click on an empty cell after entering your data.

• Net Annual Work Hours (NAW/H)

Steps	Job Classifications					
	Classification 1	Classification 2	Classification 3	Classification 4	Classification 5	Classification 6
	DO	DS 12	DS 8	AJA	TRANS	JA
1. Total hours contracted per employee per year (if a regular workweek is 40 hours, then 40 x 52.14 weeks = 2,086)	1994.6	2094	2086	2086	2086	2479.5
2. Average number of vacation hours per employee per year	93.8	112.7	134.2	106.2	174.8	11,333.33
3. Average number of compensatory hours off per employee per year	15.3	3.9	30.3	0	11	0
4. Average number of sick leave hours off per employee per year	72.8	48.5	86	128.2	92.5	5,833.33
5. Average number of training hours off per employee per year	48	48	48	48	48	48
6. Average number of personal hours off per employee per year	76.9	108.3	2.7	0	0	0
7. Average number of military hours off per employee per year	11.2	0	0	0	0	0
8. Average number of break hours off per employee per year (optional; it may be a contractual item)						
9. Other (specify) ERT	4	48	96	96		0
10. Other (specify) DIVE	8	48				0
11. Other (specify) Firearms		24	48			0
12. Other (specify) unfilled position	114.66	57				0
13. Total hours off per employee per year (total lines 2 through 12)	444.66	498.4	445.2	378.4	326.3	65,166.67
14. Net annual work hours (subtract line 13 from line 1)	1549.94	1595.6	1640.8	1707.6	1759.7	2414.333

Simple Math

- A Pod-Day Shift
- 8 Hrs/Day X 365 Days/Year = 2920 hours/year
- Detention Officer 6/3 rotation = 1994 hours/year
- $1994 - 444 = 1550$ (NAWH for a Detention Officer)
- $2920 / 1550 = 1.88$ Officers needed for A Pod Day Shift

- 5 Posts/shift x 2920 hours/year = 14,600 hours
- $14,600 / 1550 \text{ (NAWH)} = 9.419 \text{ Officers/Shift}$
- Round Down to 9 Officers/Shift
- $.419 \times 1550 \text{ (NAWH)} = 650 \text{ hours/shift/year unfilled}$

Story County Jail Staffing Analysis

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Post/Position	Job Class	Meal Relief?	Total Hrs. on Days	Total Hrs. on Nights	Total Hrs. on Graves	12-Hour Day	12-Hour Night	Other Hours	Other Hours	No. of Days per Week	No. of Hours per Week	No. of Hours of Coverage per Year	Is Relief Needed for This Post?	Net Annual Work Hours	Total No. of FTEs Needed	Rounded No. of FTEs	CURRENT FTE
JAIL ADMINISTRATOR	COM		8	0	0					5	40	2085.6		2414.33	0.86384	1	1
ASST. JAIL ADMINISTRATOR	ASST		8	0	0					5	40	2085.6		1707.6	1.22136	1	1
OPS SUPERVISOR	DS		8	0	0					5	40	2085.6		1640.8	1.27109	1	
SUPERVISOR/ROVER	DS		0	0	0	12	12			7	168	8759.52		1595.6	5.4898	5	
TOTAL DETENTION SUPERVISOR			8	0	0					12	208	10845.12		0	6.76088	7	5
APOD	DO		8							7	56	2919.84		1549.94	1.88384	2	
ROVER	DO		8							7	56	2919.84		1549.94	1.88384	2	
HOUSING	DO		8							7	56	2919.84		1549.94	1.88384	2	
MASTER CONTROL	DO		8							7	56	2919.84		1549.94	1.88384	2	
BOOKING	DO		8							7	56	2919.84		1549.94	1.88384	2	
TOTAL DETENTION OFFICER 1st			40	0	0					35	280	14599.2		0	9.4192	9	8
APOD	DO			8						7	56	2919.84		1549.94	1.88384	2	
ROVER	DO			8						7	56	2919.84		1549.94	1.88384	2	
HOUSING	DO			8						7	56	2919.84		1549.94	1.88384	2	
MASTER CONTROL	DO			8						7	56	2919.84		1549.94	1.88384	2	
BOOKING	DO			8						7	56	2919.84		1549.94	1.88384	2	
TOTAL DETENTION OFFICER 2nd			0	40	0					35	280	14599.2		0	9.4192	9	8
APOD	DO				8					7	56	2919.84		1549.94	1.88384	2	
ROVER	DO				8					7	56	2919.84		1549.94	1.88384	2	
HOUSING	DO				8					7	56	2919.84		1549.94	1.88384	2	
MASTER CONTROL	DO				8					7	56	2919.84		1549.94	1.88384	2	
BOOKING	DO				8					7	56	2919.84		1549.94	1.88384	2	
TOTAL DETENTION OFFICER 3rd			0	0	40					35	280	14599.2		0	9.4192	9	8
TRANSPORT/COURT	DEP		9	0	0					5	45	2346.3		1759.7	1.33335	1	
TOTAL DEPUTY			9	0	0					5	45	2346.3		0	1.33335	1	1
JAIL CLERK	CIV		8	0	0					5	40	2085.6		1600	1.3035	1	1
COOK	CIV		20	0	0					7	140	7299.6		1600	4.56225	5	3.5
PROGRAMS	CIV		8	0	0					5	40	2085.6		1500	1.3904	1	1
			0	0	0					0	0	0		1	0	0	
			0	0	0					0	0	0		1	0	0	
Total Support			36	0	0					17	220	11470.8		0	7.25615	7	5.5
TOTAL STAFF			194	80	80	12	12	0	0	283	2666	139005.24		34654.8	45.693	46	37.500

Best Case Scenario

- The minimum staffing number established by this process is a best-case scenario, where all vacations, sick time, military leave and staff resignations are evenly distributed throughout the year.
- This is an unrealistic expectation and we anticipate times where multiple events occur.

How are we surviving?

- Supervisors working posts.
 - Watching inmates, not officers.
- Officers working all shifts.
 - No continuity in schedule-Days, Afternoons, Nights (1920 hours last year)
- OVERTIME
 - Mandatory overtime is the norm.

Long Term?

Not Sustainable

- Burnout
- Fatigue
- Liability

Net Annual Work Hours: Excel Spreadsheet

To ensure that your calculations are correct, please press the Tab key or click on an empty cell after entering your data.

Steps	Job Classifications					
	Classification 1	Classification 2	Classification 3	Classification 4	Classification 5	Classification 6
	DO	DS 12	DS 8	AJA	TRANS	JA
1. Total hours contracted per employee per year (if a regular workweek is 40 hours, then 40 x 52.14 weeks = 2,086)	1994.6	2094	2086	2086	2086	2479.5
2. Average number of vacation hours per employee per year	93.8	112.7	134.2	106.2	174.8	11.333333
actual vacation earned						
3. Average number of compensatory hours off per employee per year	15.3	3.9	30.3	0	11	0
4. Average number of sick leave hours off per employee per year	72.8	48.5	86	128.2	92.5	5.833333
5. Average number of training hours off per employee per year	48	48	48	48	48	48
6. Average number of personal hours off per employee per year	76.9	108.3	2.7	0	0	0
7. Average number of military hours off per employee per year	11.2	0	0	0	0	0
8. Average number of break hours off per employee per year (optional; it may be a contractual item)						
9. Other (specify)ERT	4	48	96	96		0
10. Other (specify)DIVE	8	48				0
11. Other (specify)Firearms		24	48			0
12. Other (specify) unfilled position	114.66	57				0
13. Total hours off per employee per year (total lines 2 through 12)	444.66	498.4	445.2	378.4	326.3	65.16667
14. Net annual work hours (subtract line 13 from line 1)	1549.94	1595.6	1640.8	1707.6	1759.7	2414.333

93.8 calculated historically
108.4 Avg Earned

posts

	daily hrs	days/year	yearly hrs	NAWH		TOTAL per job class (rounded)
apod	24	365	8760	1535.34	5.705577	22.82231
hcon	24	365	8760	1535.34	5.705577	23
booking	24	365	8760	1535.34	5.705577	
master	24	365	8760	1535.34	5.705577	
rover	24	365	8760	1535.34		
court/trans	8	260.7	2085.6	1759.7	1.185202	2
Supervisor/rover	24	365	8760	1595.6	5.490098	6
					29.49761	31

Jail Admin	8	260.7			
AJA	8	260.7		1707.6	
Jail Clerk	8	260.7	2085.6	1664.6	1.252914
Supervisor	8	260.7		1640.8	

unfilled position	DO	DS(12)
Jan-15		
Feb-15		
Mar-15		3
Apr-15		16
May-15	20	
Jun-15	40	
Jul-15	40	
Aug-15	43	
Sep-15	40	
Oct-15	45	
Nov-15	54	
Dec-15	62	
shifts	344	19
hours	2752	228
Hrs per DO(24)	114.6667	
Hrs per DS (4)		57

Kennedy	Michael	11/19/1999	4/20/2017	17.41944	6.15	160	16
Good	Michelli	9/2/2002	4/20/2017	14.63333	6.15	160	16
Hobart	Diane	6/2/2003	4/20/2017	13.88333	6.15	160	16
Stoeffler	Randy	10/6/2003	4/20/2017	13.53889	6.15	160	16
Blau	Clark	12/24/2004	4/20/2017	12.32222	6.15	160	16
Briggs	Rodney	7/24/2005	4/20/2017	11.73889	6.15	160	16
Peck	Michael	1/8/2006	4/20/2017	11.28333	4.62	120	16
Tande	Karissa	2/26/2006	4/20/2017	11.15	4.62	120	16
Geffre	Tracy	2/4/2007	4/20/2017	10.21111	4.62	120	16
Bean	Isaac	5/7/2007	4/20/2017	9.952778	4.62	120	16
Roush	Amanda	5/11/2008	4/20/2017	8.941667	4.62	120	16
Lavender	Allan	8/22/2010	4/20/2017	6.661111	4.62	120	
Skelton	Zachary	5/14/2007	4/20/2017	9.933333	4.62	120	16
Fugere	Jason	5/15/2011	4/20/2017	5.930556	3.08	80	
Harrison	Travis	5/15/2011	4/20/2017	5.930556	3.08	80	
Scheuerm: Natosha		11/13/2011	4/20/2017	5.436111	3.08	80	
Bauer	Russell	5/14/2012	4/20/2017	4.933333	3.08	80	
Johnson	Karen	9/12/2012	4/20/2017	4.605556	3.08	80	
Brend	Abigail	10/17/2012	4/20/2017	4.508333	3.08	80	
Packer	Adam	9/15/2014	4/20/2017	2.597222	3.08	80	
Lentz	Jordan		4/20/2017	117.3056	3.08	80	
Massaro	Karime		4/20/2017	117.3056	3.08	80	
Hamilton	Cody			0	3.08	80	
unfilled						2681	111.71

335.13 vac days
240 personal days
24 wellness days

599.13 1.641452

Story County Jail Staffing Analysis-5 STAFF MINIMUM SUPERVISOR IS ROVER

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Post/Position	Job Class	Meal Relief?	Total Hrs. on Days	Total Hrs. on Nights	Total Hrs. on Graves	12-Hour Day	12-Hour Night	Other Hours	Other Hours	No. of Days per Week	No. of Hours per Week	No. of Hours of Coverage per Year	Is Relief Needed for This Post?	Net Annual Work Hours	Total No. of FTEs Needed	Rounded No. of FTEs	CURRENT FTE
JAIL ADMINISTRATOR	COM		8	0	0					5	40	2085.6		2414.33	0.86384	1	1
ASST. JAIL ADMINISTRATOR	ASST		8	0	0					5	40	2085.6		1707.6	1.22136	1	1
OPS SUPERVISOR	DS		8	0	0					5	40	2085.6		1640.8	1.27109	1	1
SUPERVISOR/ROVER	DS		0	0	0	12	12			7	168	8759.52		1595.6	5.4898	5	5
TOTAL DETENTION SUPERVISOR			8	0	0					12	208	10845.12		0	6.76088	7	5
APOD	DO		8	8	8					7	168	8759.52		1549.94	5.65152	6	6
HOUSING	DO		8	8	8					7	168	8759.52		1549.94	5.65152	6	6
MASTER CONTROL	DO		8	8	8					7	168	8759.52		1549.94	5.65152	6	6
BOOKING	DO		8	8	8					7	168	8759.52		1549.94	5.65152	6	6
TOTAL DETENTION OFFICER			32	32	32					28	672	35038.08		0	22.6061	23	24
TRANSPORT/COURT	DEP		9	0	0					5	45	2346.3		1759.7	1.33335	1	1
TOTAL DEPUTY			9	0	0					5	45	2346.3		0	1.33335	1	1
			0	0	0					0	0	0		1	0	0	
			0	0	0					0	0	0		1	0	0	
			0	0	0					0	0	0		1	0	0	
			0	0	0					0	0	0		1	0	0	
			0	0	0					0	0	0		1	0	0	
Subtotal Classification 5			0	0	0					0	0	0		0	0	0	
TOTAL STAFF			106	64	64	12	12	0	0	95	1890	98544.6		12908.5	32.786	33	32

Story County Jail Staffing Analysis-6 STAFF MINIMUM SUPERVISOR CAN BE SUPERVISOR

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Post/Position	Job Class	Meal Relief?	Total Hrs. on Days	Total Hrs. on Nights	Total Hrs. on Graves	12-Hour Day	12-Hour Night	Other Hours	Other Hours	No. of Days per Week	No. of Hours per Week	No. of Hours of Coverage per Year	Is Relief Needed for This Post?	Net Annual Work Hours	Total No. of FTEs Needed	Rounded No. of FTEs	CURRENT FTE
JAIL ADMINISTRATOR	COM		8	0	0					5	40	2085.6		2414.33	0.86384	1	1
ASST. JAIL ADMINISTRATOR	ASST		8	0	0					5	40	2085.6		1707.6	1.22136	1	1
OPS SUPERVISOR	DS		8	0	0					5	40	2085.6		1640.8	1.27109	1	
SUPERVISOR/ROVER	DS		0	0	0	12	12			7	168	8759.52		1595.6	5.4898	5	
TOTAL DETENTION SUPERVISOR			8	0	0					12	208	10845.12		0	6.76088	7	5
APOD	DO		8	8	8					7	168	8759.52		1549.94	5.65152	6	
ROVER	DO		8	8	8					7	168	8759.52		1549.94	5.65152	6	
HOUSING	DO		8	8	8					7	168	8759.52		1549.94	5.65152	6	
MASTER CONTROL	DO		8	8	8					7	168	8759.52		1549.94	5.65152	6	
BOOKING	DO		16	16	16					7	336	17519.04		1549.94	11.303	11	
TOTAL DETENTION OFFICER			48	48	48					35	1008	52557.12		0	33.9091	34	24
TRANSPORT/COURT	DEP		9	0	0					5	45	2346.3		1759.7	1.33335	1	
TOTAL DEPUTY			9	0	0					5	45	2346.3		0	1.33335	1	1
JAIL CLERK	CIV		8	0	0					5	40	2085.6		1600	1.3035	1	
COOK	CIV		20	0	0					7	140	7299.6		1600	4.56225	5	
PROGRAMS	CIV		8	0	0					5	40	2085.6		1500	1.3904	1	
			0	0	0					0	0	0		1	0	0	
			0	0	0					0	0	0		1	0	0	
Subtotal Classification 5			36	0	0					17	220	11470.8		0	7.25615	7	
TOTAL STAFF			210	96	96	12	12	0	0	143	3002	156524.28		19155.4	44.089	44	32

ADMINISTRATOR
 ASST ADMINISTRATOR/ADMIN SGT
 DETENTION SUPERVISORS/SGTS
 DETENTION OFFICERS
 JAIL CLERK
 TRANSPORT OFFICER
 PROGRAMS
 COOK

2005
 1
 1

1
 1
 5
 24
 1
 1
 1
 1
 3.5
 37.5

BUMPS

Jan	11
Feb	12
Mar	10
Apr	10
May	26
Jun	37
Jul	17
Aug	19
Sep	27
Oct	21
Nov	22
Dec	28
TOTAL	240

Story County Jail Staffing Analysis--

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Post/Position	Job Class	Meal Relief?	Total Hrs. on Days	Total Hrs. on Nights	Total Hrs. on Graves	12-Hour Day	12-Hour Night	Other Hours	Other Hours	No. of Days per Week	No. of Hours per Week	No. of Hours of Coverage per Year	Is Relief Needed for This Post?	Net Annual Work Hours	Total No. of FTEs Needed	Rounded No. of FTEs	CURRENT FTE
JAIL ADMINISTRATOR	COM		8	0	0					5	40	2085.6		2414.33	0.86384	1	1
ASST. JAIL ADMINISTRATOR	ASST		8	0	0					5	40	2085.6		1707.6	1.22136	1	1
OPS SUPERVISOR	DS		8	0	0					5	40	2085.6		1640.8	1.27109	1	
SUPERVISOR/ROVER	DS		0	0	0	12	12			7	168	8759.52		1595.6	5.4898	5	
TOTAL DETENTION SUPERVISOR			8	0	0					12	208	10845.12		0	6.76088	7	5
APOD	DO		8							7	56	2919.84		1549.94	1.88384	2	
ROVER	DO		8							7	56	2919.84		1549.94	1.88384	2	
HOUSING	DO		8							7	56	2919.84		1549.94	1.88384	2	
MASTER CONTROL	DO		8							7	56	2919.84		1549.94	1.88384	2	
BOOKING	DO		8							7	56	2919.84		1549.94	1.88384	2	
TOTAL DETENTION OFFICER 1st			40	0	0					35	280	14599.2		0	9.4192	9	8
APOD	DO			8						7	56	2919.84		1549.94	1.88384	2	
ROVER	DO			8						7	56	2919.84		1549.94	1.88384	2	
HOUSING	DO			8						7	56	2919.84		1549.94	1.88384	2	
MASTER CONTROL	DO			8						7	56	2919.84		1549.94	1.88384	2	
BOOKING	DO			8						7	56	2919.84		1549.94	1.88384	2	
TOTAL DETENTION OFFICER 2nd			0	40	0					35	280	14599.2		0	9.4192	9	8
APOD	DO				8					7	56	2919.84		1549.94	1.88384	2	
ROVER	DO				8					7	56	2919.84		1549.94	1.88384	2	
HOUSING	DO				8					7	56	2919.84		1549.94	1.88384	2	
MASTER CONTROL	DO				8					7	56	2919.84		1549.94	1.88384	2	
BOOKING	DO				8					7	56	2919.84		1549.94	1.88384	2	
TOTAL DETENTION OFFICER 3rd			0	0	40					35	280	14599.2		0	9.4192	9	8
TRANSPORT/COURT	DEP		9	0	0					5	45	2346.3		1759.7	1.33335	1	
TOTAL DEPUTY			9	0	0					5	45	2346.3		0	1.33335	1	1
JAIL CLERK	CIV		8	0	0					5	40	2085.6		1600	1.3035	1	1
COOK	CIV		20	0	0					7	140	7299.6		1600	4.56225	5	3.5
PROGRAMS	CIV		8	0	0					5	40	2085.6		1500	1.3904	1	1
			0	0	0					0	0	0		1	0	0	
			0	0	0					0	0	0		1	0	0	
Total Support			36	0	0					17	220	11470.8		0	7.25615	7	5.5
TOTAL STAFF			194	80	80	12	12	0	0	283	2666	139005.24		34654.8	45.693	46	37.500

	Worked HRS	Paid OT Hours		Comp Hours	OT Hours
asmussen	1838	0	0	0.00	0.00
kennedy	1539	141.5	0	0.00	141.50
andersen	1600	62.59	39.99	26.66	89.25
hobart	1600	238	0	0.00	238.00
good	1520	74.42	55.25	36.83	111.25
webster	1600	60	0	0.00	60.00
stoeffler	1592	145	0	0.00	145.00
blau	1592	81.75	0	0.00	81.75
briggs	1761	73.17	47.75	31.83	105.00
peck	1537	142	0	0.00	142.00
tande	1512	117.25	0	0.00	117.25
houston	1581	73	0	0.00	73.00
geffre	1512	97.5	0	0.00	97.50
bean	1535	92.75	48	32.00	124.75
boelkes	1576	27.5	0	0.00	27.50
roush *	1417	66	0	0.00	66.00
hansen	1641	16	0	0.00	16.00
davis	1577	5.59	44.49	29.66	35.25
parris	144	0	0	0.00	0.00
lavender	1528	76.5	0	0.00	76.50
fugere	1594	10.33	125.88	83.92	94.25
harrison	1520	103.33	16.01	10.67	114.00
scheuerman	1607	46.98	76.16	50.77	97.75
bauer	1512	80.25	0	0.00	80.25
johnson*	1261	166	0	0.00	166.00
ormesher*	385	0	30	20.00	20.00
brend	1535	100.67	56	37.33	138.00
packer	1528	102.34	71.49	47.66	150.00
isaacson*	832	0.68	56	37.33	38.01
lentz*	1424	42.02	47.99	31.99	74.01
massaro*	816	76	0	0.00	76.00
hamilton*	568	0	24	16.00	16.00
skelton		29.84	24.24	16.16	46.00
moore	385	0	15	10.00	10.00
TOTAL		2349.0		518.8	2867.8

Comparison between 2008 and 2016 Staffing Analysis

	2008				2016			
	NAWH	FTE Needed	Rounded FTE	Actual FTE	NAWH	FTE Needed	Rounded FTE	Actual FTE
Jail Administrator	1788	1.163	1	1	2414.33	0.86	1	1
Admin Sgt/Asst Jail Administrator	1788	1.163	1	1	1707.6	1.22	1	1
Transport Officer	1788	3.257	3	1	1759.7	1.33	1	1
Jail Sgt/Detention Supervisors	1510	5.785	6	5	1604.64	6.76	7	5
Detention Officers	1633	32.098	32	25	1549.94	28.26	28	24
Jail Cooks	1633	2.229	2	3.5	1600	4.56	5	3.5
Jail Programs					1500	1.39	1	1

2014-2015

WORKED HR Paid OT HRS COMP HRS OT HOURS

ASMUSSEN	2359	0	0	0.0
KENNEDY	1989	139.17	8	144.5
ANDERSEN	2080	76.5	0	76.5
HOBART	2000	112.17	8	117.5
GOOD	1993.5	22.84	108.24	95.0
WEBSTER	2025	95	0	95.0
STOEFFLER	1984	124	0	124.0
BLAU	2004	107.16	8.01	112.5
BRIGGS	2000	55.59	126.24	139.8
PECK	2000.5	93	0	93.0
TANDE	1996.5	125.5	0	125.5
HOUSTON	2035	43	0	43.0
GEFFRE	1984	110	0	110.0
BEAN	1992	89.75	0	89.8
BOELKES	1973	93.25	0	93.3
ROUSH	1984	130.5	0	130.5
HANSEN*	1330	10.5	0	10.5
DAVIS	1968	38.17	132.5	126.5
PARRIS	1988	157	0	157.0
LAVENDER	2000	94.17	0	94.2
FUGERE	1988	99.51	119.99	179.5
HARRISON	2000	93.93	61.98	135.3
HARO*	1774	69.17	8	74.5
SCHUEERMAN	1969	0	42.75	28.5
MCGRAW*	304	2	0	2.0
BAUER	1984.5	83.5	0	83.5
BELL	1973	138.75	0	138.8
HARRILL	1977	0	117.75	78.5
BREND	2004	110	0	110.0
PACKER	1464	27.76	64.49	70.8
ISAACSON	311	0	0	0.0
LENTZ				0.0
MASSARO				0.0
HAMILTON				0.0
SKELTON	1896	0	59.25	39.5
MOORE				0.0

TOTAL
AVERAGE

2918.7
81.1

2015-2016 (20/26 PAY PERIODS--77% OF YEAR)

WORKED OT COMP OT HOURS

	1838	0	0	0.0
	1539	141.5	0	141.5
	1600	62.59	39.99	89.3
	1600	238	0	238.0
	1520	74.42	55.25	111.3
	1600	60	0	60.0
	1592	145	0	145.0
	1592	81.75	0	81.8
	1761	73.17	47.75	105.0
	1537	142	0	142.0
	1512	117.25	0	117.3
	1581	73	0	73.0
	1512	97.5	0	97.5
	1535	92.75	48	124.8
	1576	27.5	0	27.5
	1417	66	0	66.0
	1641	16	0	16.0
	1577	5.59	44.49	35.3
	144	0	0	0.0
	1528	76.5	0	76.5
	1594	10.33	125.88	94.3
	1520	103.33	16.01	114.0
				0.0
	1607	46.98	76.16	97.8
				0.0
	1512	80.25	0	80.3
	1261	166	0	166.0
	385	0	30	20.0
	1535	100.67	56	138.0
	1528	102.34	71.49	150.0
	832	0.68	56	38.0
	1424	42.02	47.99	74.0
	816	76	0	76.0
	568	0	24	16.0
		29.84	24.24	46.0
	385	0	15	10.0

TOTAL YEAR EXTRAPOLATION

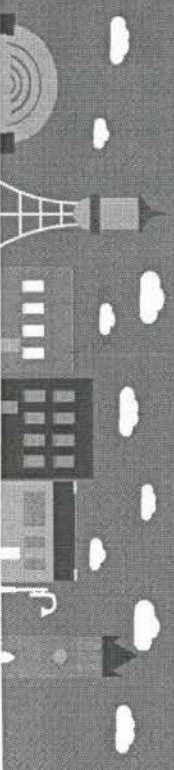
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2867.8
79.7

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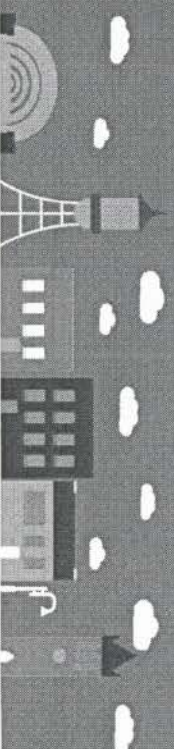
STORY COUNTY BOARD OF SUPERVISORS

April 18, 2017 Update



WORKFORCE SOLUTIONS

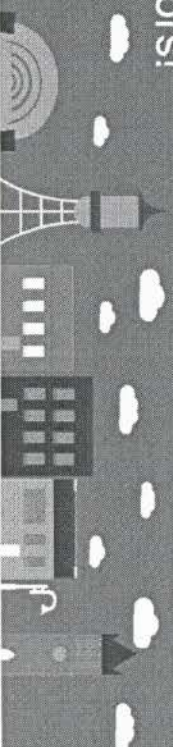
- K-12 Engagement
- Summer Internship Program
- Home Base Iowa
- Concierge Assistance Program
- Job Posting Board



K-12 ENGAGEMENT

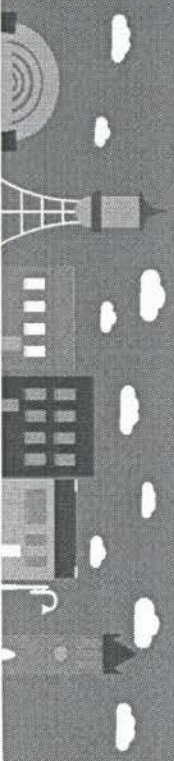
- SCALE Program (Story County Active Learning Experience)
- 8 Area School Districts
- Partnership with DMACC, school districts, and our business community
- Modeled after APEX and Iowa BIG North
- Working with business complete projects for business
- Junior & Seniors – earn college credit / no gpa requirement
- SCALE Courses: Business Communication & Technology / Multi-Disciplinary Engineering, Renewable Energy & Bio Sciences / Health & Human Services

Registrations due this week to guidance counselors!



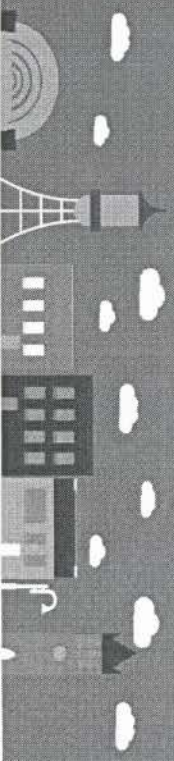
SUMMER INTERNSHIP PROGRAM

- Open to all Story County employers with interns
- 5 events starting end of May and running through end of July
- This year hosting an event with the Des Moines internship program
- Topics: civic engagement, personal finance, business etiquette
- Participation in the past has ranged from 85-135+ interns at each event
- **GOAL:** create awareness of opportunities and **RETAIN** talent after internships!



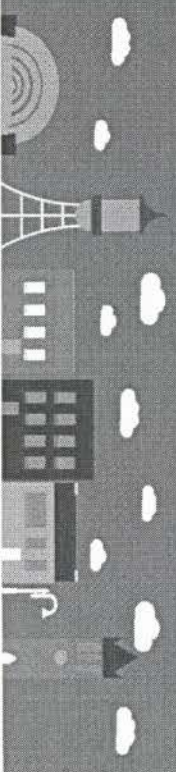
HOME BASE IOWA

- Enhancements to State website
- Interest from Advanced Manufacturing Sector employers to know more
- June meeting – presentation from Hy Vee's corporate military recruiter and discussion on how this program can be utilized more in the future



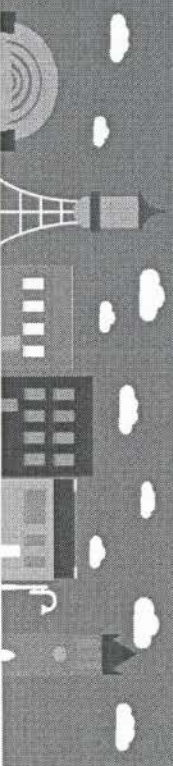
CONCIERGE ASSISTANCE PROGRAM

- What is it:
 - Community Tours
 - Newcomer Classes & Networking Events
 - Trailing Spouse Assistance
- COMING SOON!



JOB POSTING BOARD

WorkInAmes.com





Story County Resources for Successful Aging

205 S. Walnut, Ames, IA 50010
ncarroll@hsservicesia.com or (515) 231-4354

Story County Board of Supervisors FY 15/16 Annual Report - April 2017

Agency Overview: FY16/17

Expenses: \$1.1 million operating budget

Revenue: \$1.1 million as follows:

- Funders: \$487,043
 - Aging Resources: \$94,600 (Nutrition) and \$65,500 (Adult Day Center)
 - Local Cities: \$10,136
 - Story County ASSET: \$90,557
 - United Way ASSET: \$66,570
 - Ames ASSET: \$159,680
- Participant Program Fees: \$360,627
- Fund Raising Goal: \$235,000
- Ended FY15/16: \$32,305 to the good

Unduplicated County Participation (excluding Ames):

Nine hundred sixty one (961) residents from 13 Story County communities utilized Heartland Senior Services of Story County in FY15/16. With Ames residents included- the total number of unduplicated participants totals 2,185.

The following overview/data includes Ames residents.

Activities:

Provides a wide range of activities that are fun, social, educational and affordable that assist older adults in Story County to age well

- FY15/16: Participation hours total 10,792
- Activities Include: Chorus, Jazz and Country Jams, Bingo, Exercise Classes, Card Clubs, Monthly Ballroom Dancing, Computer Classes, etc.
- Issue: Average age of our current participants is 83. Generally speaking, younger seniors are not attending program offerings. The Baby Boomer generation (1946 to 1964) has much different expectations of what it means to "age well." Heartland must be proactive in addressing how to effectively meet senior needs in a more active way. It is important to note, the Heartland building is 60 years old. It cannot be renovated to meet the needs of active younger seniors nor enlarged to accommodate the growing numbers of residents needing Adult Day Center services in the years to come.

Action Step: The development of a Healthy Life Center (HLC)

Below are eight key drivers that support a Healthy Life Center:

- Aging Population of Story County and Ames
- Chronic Disease Management
- Childhood Obesity/Inactivity
- Healthiest Iowa and Healthiest Iowa
- Desire to attract and retain millennials to Ames
- Ames/Story County is a retirement destination
- Need to enhance quality-of-life facilities
- History of successful partnerships between governmental entities

The purpose statement for the HLC is "to provide quality facilities, services and programs to make the life-long goal of healthy living accessible and enjoyable to people of all ages and socio-economic status."

Community leaders have been meeting monthly since February 2016 to discuss the feasibility of constructing a HLC. Attendees currently include:

Kate Gregory and Laura Jolly, Iowa State University

Deb Schildroth, Story County

Steve Schainker and Keith Abraham, City of Ames

Brian Dieter and Gary Botine, Mary Greeley Medical Center

Kim Linduska, Des Moines Area Community College

Linda Glantz Ward and Nancy Carroll, Heartland Senior Services

In February 2017 the Ames City Council authorized \$100,000 in FY16/17 to fund a Feasibility Study subject to a site being determined for the facility.

Adult Day Center (ADC):

Assist families in maintaining a loved one at home by offering a safe, caring and person-centered environment that is a cost-effective alternative to extended care.

- FY15/16: Served 53 individuals for a total of 5,262 days of service
- Licensed Unit: On average, seventy-five percent (75%) of the 20 people we serve daily have dementia

Nutrition:

Provide access to nutritious and well balanced meals for older adults in Story County, through an efficient meal delivery process; which they look forward to and helps them to maintain their desired levels of independence.

- FY15/16: Prepared and served 18,852 congregate meals and 19,857 home-delivered meals

Issue 1: Participant numbers continue to decline at congregate meals. This style of gathering is not appealing to younger seniors.

Action Step: On July 1, 2016 six congregate meal sites were closed due to low attendance; Nevada (8 people/TWR), Story City (15 people/TWR), Colo (9 people/TWR), Huxley (4 people/TWR), Ames at Keystone (15 people/W) and Stonehaven (8 people/F).

Issue 2: Mary Greeley Medical Center (MGMC) and HSS historically ran independent home-delivered meal programs. MGMC prepared/delivered approximately 45 meals/day in Ames and HSS prepared/delivered approximately 25 meals in Ames and 80 in greater Story County.

Action Step: In January 2017, MGMC and HSS entered into a partnership entitled "Meals on Wheels of Story County – A service of MGMC and HSS." With this new partnership, MGMC prepares the meals and HSS volunteers deliver them to home-bound seniors. One-hundred fifty (150) meals are prepared/delivered per day. Of these meals, approximately half are delivered in Ames and the other half within greater Story County.

MGMC also provides the bulk food required for Heartland's Ames congregate meal site (20 people/day) and the Adult Day Center (20 people/day).

Outreach:

Connect people to programs and services by assisting them in locating available resources to maintain independence in their home/community longer.

- FY15/16: Served 495 residents within Story County (total of 1,729 hours)
- Beginning in FY15/16 MGMC initiated a three year commitment of \$30,000/annually to HSS. The purpose of this funding is to provide one additional half-time Outreach employee. This funding is already making an impact in the lives of older adults in Story County with participant contacts increasing by 17% in FY15/16. MGMC and Heartland staff members continue to work together to refine the core services of Outreach.

Respectfully Submitted,

Nancy Carroll

Nancy Carroll, Executive Director

NOTICE OF APPOINTMENT

PERSON APPOINTED: Christine Laumer

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Conservation Board

LENGTH OF TERM: 5 years

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? no

IF SO, WHO'S TERM? _____

WHO NEEDS TO BE NOTIFIED? Board of Supervisors

DATE APPOINTED: 4/25/17

DATE OF TERM EXPIRED: 12/31/21

~~APPROVED~~

DENIED

Board Member Initials: PLS

Meeting Date: 4-25-17

Follow-up action: _____

NOTICE OF APPOINTMENT

PERSON APPOINTED: Jonathan Sherwood

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Planning & Zoning Commission

LENGTH OF TERM: 5 years

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? no

IF SO, WHO'S TERM? _____

WHO NEEDS TO BE NOTIFIED? Board of Supervisors

DATE APPOINTED: 4/25/17

DATE OF TERM EXPIRED: 12/31/21

APPROVED

DENIED

Board Member Initials: JS

Meeting Date: 4-25-17

Follow-up action: _____



Sheriff's Office

Story County

PAUL H. FITZGERALD, Sheriff



Emergency 911 • Office: 515-382-6566 • Fax #: 515-382-7479 • P.O. Box 265 • Nevada, Iowa 50201

To: Board of Supervisors
Rick Sanders, Chairperson
Martin Chitty
Lauris Olson
From: Sheriff Paul H. Fitzgerald *PHF*
Date: April 19, 2017
Reference: Purchases over \$5,000 (unbudgeted)

.....

Thank you, Rick, for meeting with me and Connie Toresdahl this afternoon. I wanted to follow up with a memo to the rest of the Board of Supervisor members to point out an unbudgeted purchase over \$5,000 the Sheriff's Office will be making.

The Sheriff's Office had placed 25 Mobile Data Terminals (MDTs) in the amount of \$57,500 on the FY17/18 budget. The item was then cut from the initial budget. We have determined there will be sufficient funds to pay for this item out of the current year's budget. If the Sheriff's Office makes the purchase now, it will save the county \$8,000 from next year's cost.

~~APPROVED~~ **DENIED**
Board Member Initials: RS
Meeting Date: 4-25-17
Follow-up action: _____

Memo

To: Sheriff Paul H. Fitzgerald
From: Sgt. Nicholas A. Lennie
Date: March 10th, 2017
Re: MDT Computer Purchase

Please find attached to this memo two quotes for the replacement of MDT's (mobile data terminals) in our patrol vehicles.

The quote from Brite Computers is for 25 Fujitsu computers, this includes all equipment needed to outfit the jail transport vehicle and a five year warranty on each computer. The total cost is \$57,487.70, this is a much lower cost option as our vehicles are currently set up for Fujitsu's requiring less needed equipment to dock the computers.

The quote from KELTEK includes 25 Panasonic Toughbook computers along with mounting docks and other equipment needed to outfit our vehicles. This option comes at a much higher cost because it would require us to outfit all of our vehicles with new docks, antennas and other accessories. This option's total cost is \$130,691.96.

We are requesting approval to move forward with the purchase of 25 computers from Brite Computers. The Fujitsu computers have proven to be a great MDT over the last five years. The addition of three computers would require a license purchase for each computer for the OSSI programs at a cost of approximately \$2000/computer. This is not included in either of the quotes.

The quote from Brite Computers is for a model that will be replaced in the coming weeks. This outgoing model still comes with the 5 year warranty and will still be serviced by Fujitsu and Brite Computers. This model comes with a discount of \$320/computer which is appx. \$8000 less expensive overall compared to the newer model that we would have to purchase a few months down the road.

I have attached copies of all quotes for your review.

Respectfully,



Nicholas A. Lennie



7647 Main Street Fishers Victor NY 14564
Telephone: (585) 758-0200
FAX: (585) 758-0222
Toll Free: (800)-333-0498
salesinfo@britecomputers.com
WCSA: IA: Fujitsu: MNWNC-111

Quote

Page 1 of 2

Date of Quote

2/15/2017

Quote #

Q70361

Bill To

STORY COUNTY SHERIFF
1315 S. B Avenue
Nevada IA 50201

Ship To

STORY COUNTY SHERIFF
1315 S. B Avenue
Nevada IA 50201

Quote Expirati...	Terms	PO #	Sales Rep	Shipping Via	FOB
4/30/2017			Brian K Denomme		Brite Whse
Part Number	Description	Qty	Unit Price	Extended	
	*** This quote is through the Iowa NASPO contract ***				
FUJ-BQJAD30000PAABNO	Fujitsu Q736 i5-6300U, 8GB, 128GB, No WWAN, Intel WLAN (ABGN), Bluetooth, Webcam, No NFC, 19/65W 3-Pin, Windows 7 Profesisonal 64Bit	25	1,508.44	37,711.00	
FUJ-FUJ38-1653-01	"Covers accidental damage for a period of five years from the date of unit purchase. Covers up to one qualified incident per year whether major or minor part. If unit needs to be sent out for repair, Fujitsu pays for the return shipment to the customer. If unit is beyond repair, Fujitsu offers one replacement within the warranty period. Once a unit is replaced, the remaining ADP warranty contract will be exhausted. The Standard International Limited Warranty is also included in this program."	25	464.00	11,600.00	
BR-VEH-MOUNTING	Complete vehicle mounting kit with accessories	22	207.00	4,554.00	
LUN-CSM-T725	Fujitsu T725 Locking Computer Mount - Only for Swing Away	22	0.00	0.00	
ACC-LIND-09	LIND WIRED CAR ADAPTER FOR FUJ T9xx, T7xx BARE END ** Complete Mounting Kit with Electronics Package (1 vehicle)	22	0.00	0.00	
VEHICLE MOUNTING & ELECTR...	VEHICLE MOUNTING & ELECTRONICS KIT	1	1,634.00	1,634.00	
LUN-LI-UNV-SASK3-T725	Universal Swing Away with articulating TG3 Keyboard for Fujitsu T725	1	0.00	0.00	
LUN-BRACE2	Adjustable 10" - 16" Support Brace Attaches to any Pole assembly	1	0.00	0.00	
TG3-KBA-BLTX-USNNR-US	TG3 Rugged Keyboard - 83 Key - Backlit -	1	0.00	0.00	



7647 Main Street Fishers Victor NY 14564
Telephone: (585) 758-0200
FAX: (585) 758-0222
Toll Free: (800)-333-0498
salesinfo@britecomputers.com

Quote

Page 2 of 2

Date of Quote

2/15/2017

Quote #

Q70361

Part Number	Description	Qty	Unit Price	Extended
	Touchpad - USB - Straight Cord			
ACC-ST7200USBM	Mountable Rugged Industrial 7 Port USB Hub - 7 x Type A Female USB 2.0 USB Downstream	1	0.00	0.00
CAB-USB-901	3FT USB 2.0 A (900) TO B W/ FERRITE CORE	1	0.00	0.00
LUN-CG-X	ChargeGuard Microprocessor controlled Equipment Timeout Timer	1	0.00	0.00
LUN-PPJ-HDARM-WF	H/D Flip up Armrest with Brother/PocketJet latching Roll fed Printer mount for Base Plate	1	245.00	245.00
BRO-PJ722	PocketJet 7 200dpi Thermal Printer with USB (Only includes the printer. Requires power, USB cable, and printing supplies)	1	288.00	288.00
BRO-LB3603	BROTHER USB CABLE - 10FT	1	10.00	10.00
BRO-LB3692	Car Adapter - Wired - 14 Foot Length for RuggetJet4 - PocketJet 3 (PLUS) and PocketJet 6 (PLUS)	1	18.75	18.75
BRO-207232	4-Year* extended warranty with Exchange Warranty (initial warranty plus 4 additional years) *Not available for products with a standard two year warranty.	1	119.95	119.95
SLTR-4910LR-151-LTRK	L-TRON 4910LR LICENSE READER KIT - TRACS COMPATIBLE NYSOGS	1	359.00	359.00
GX450 MODEM PACKAGE	GX450 MODEM PACKAGE Includes: GX450 MILSPEC modem w/ 5 year warranty, Antenna Plus (black) antenna, cabling.	1	948.00	948.00

NOTE: Part numbers may change at time of order, for any questions or to place your order contact:

Brian DeNomme
Public Safety Territory Manager
605-553-6620 mobile
bdenomme@britecomputers.com

Total \$57,487.70

"Building Relationships,
Strengthening Partnerships,
Providing Solutions"

For Technical Support call (800) 333-0498 (option 1)



Q70361



**** Reprint ****

QUOTATION

Main Phone: 641-227-2222
 Email: sales@keltekinc.com
 Address: PO Box 14 Baxter, IA 50028

Quote Number: 13934

Quote Date: 11/28/2016

Quote Total: 130,691.96

Quoted To:

Story County Sheriff's Of
 1315 South B Ave

Nevada
 IA 50201

Ph: 515-382-7478

Deliver To:

Story County Sheriff's Of
 1315 S. B Avenue

Nevada
 Iowa 50201
 Sgt. Nicholas Lennie

Quote Notes:

Account	Customer Contact	Order Ref	Terr	Rep	Quote Valid for:	
100729	Nick Lennie	CF-20 TOUGHBOOK	2	AS	30 Days	
Item Code	Item Description	Quantity	List	Disc %	Unit Price	Line Total
	<i>Nick Lennie; 515-382-7528 nlennie@storycountyia.gov Panasonic Toughbook CF-20 Computer</i>					
CF-20C5-01VM	Computer Toughbook CF-20 Bundle Premier **See Literature for Details** Computer Dock	25.00	\$5054.00	30.00	\$3537.80	\$88445.00
CF-CDS20VM01	Panasonic Comp. Vehicle Doc Dual Pass - CF-20 Keyed alike.	25.00	\$1018.00	11.00	\$906.02	\$22650.50
PA1580-1921	Lind DC Power Adapter, 120watt Panasonic, 3' Output, 3' Input CF-20, CF-31, CF-54 Computer Antenna	25.00	\$132.81	0.00	\$132.80	\$3320.22
AP-PAN-CCGPD-Q	CF-20 Computer Antenna Package Threaded Bolt, White Accessories	25.00	\$259.05	0.00	\$259.04	\$6476.24
CF-VST2011U	CF-20 Rotating Hand Strap Tech Services/Professional Fees	25.00	\$79.00	0.00	\$79.00	\$1975.00
IT-TECH-SER-PC	Tech Services-Assemble PC Update OS, Active LTF and GPS Load Purchased Accy Drivers	25.00	\$300.00	0.00	\$300.00	\$7500.00
SH	Shipping cost calculated based on total order weight	1.00	\$325.00	0.00	\$325.00	\$325.00

Complete Shipments vs Partial KELTEK only ships complete orders unless partials are specifically requested (shipments may be from multiple manufacturers). Partial shipments may result in multiple shipments and multiple invoices with payment terms starting at time of invoice.

Returns: Special order item sales are final. Returns need to be completed within 90 days of invoice. All returns are subject to a 50% restocking fee or a replacement order of 1.5 times the original order amount. Items need to be unopened and in original packaging. Please contact your inside sales rep for RA information.

Warranty: Please contact your inside sale rep for details.

Payment Methods: KELTEK accepts cash, check, Visa or Mastercard. There is a 2.31% processing fee for use of a credit card. Prepayment required if new account or no terms.

Subtotal:	130,691.96
Sales Tax:	0.00
Grand Total:	130,691.96

Prepared by: Joe Kooiker, Story County Vegetation Management Biologist, 837 N Avenue, Nevada, IA 50201; 515-382-7367

RESOLUTION # 17-99

NOTICE TO ALL PROPERTY OWNERS

BE IT RESOLVED by the Board of Supervisors of Story County, Iowa, that pursuant to the provisions of Chapter 317.13, Code of Iowa 2003, it is hereby ordered:

Each owner and each person responsible for managing lands shall cut, burn or otherwise control all noxious weeds as defined in this chapter. Weeds shall be controlled as prescribed in the program of weed control order or orders made by the Board of Supervisors. The owner and person responsible for managing any lands shall keep said lands free from the growth of any other weeds that make the streets or highways adjoining said land unsafe for public travel. Producers with sensitive crops or anyone with roadside spraying concerns should contact the Story County Weed Commissioner's Office (515-382-7355).

Noxious weeds from the Iowa Code 317 that are present in Story County shall be controlled as often as is necessary throughout the growing season. Control is defined as prevention of the spread of noxious weeds by limiting the production of reproductive structures.

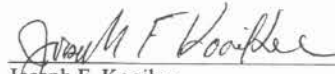
This list includes, but is not limited to:

Bull Thistle	Leafy Spurge	Annual Sunflower
Canada Thistle	Poison Hemlock	
Musk Thistle	Teasel	

In case of failure to comply in any order of control of weeds, the commissioner, the deputies, or agents may, subsequent to the time after service of the notice provided for in Section 317.6, enter upon the land and control the weeds or impose a maximum penalty of \$10 per day, up to ten days, that the owner or person responsible for managing the land fails to comply. If a penalty is imposed and the owner or person responsible for managing the land fails to comply, the commissioner shall cause the weeds to be controlled. If the commissioner, the deputies, or the agents enter the land and control the weeds, the actual cost and expense of cutting, burning, or otherwise controlling the weeds, along with the cost of serving notice and special meetings or proceedings, shall be paid by the county and together with the additional assessment to apply toward costs of supervision and administration, be recovered by an assessment against the tract of real estate on which the weeds were growing as provided in Section 317.21. Any fine imposed shall be recovered by a similar assessment.

The Story County Integrated Roadside Vegetation Management program shall control noxious weed infestations and other problem vegetation in county road rights-of-way which may threaten public health, cause economic loss or affect safe travel. Costs to control noxious weed problems associated with physical changes in the right-of-way, (i.e. over spray, excess tillage, untimely mowing) may be assessed to those responsible for such acts per Story County ordinance 107.VI.1. Soil erosion by wind and water promotes annual and perennial weed growth on agricultural land and in road rights-of-way. Landowners and operators are encouraged to be good land stewards and utilize erosion control methods such as conservation tillage, field borders, buffer strips, and grassed waterways.

Recommended Approval By:


Joseph F. Kooiker
Story County Weed Commissioner

Date: 4/17/2017

Adopted this 25th day of April, 2017

Moved by:	<u>Olson</u>
Seconded by:	<u>Chitty</u>
Voting aye:	<u>Olson, Chitty, Sanders</u>
Voting nay:	<u>None</u>
Not voting:	<u>None</u>
Absent:	<u>None</u>


Rick Sanders
Chair, Board of Supervisors

ATTEST:


Lucy Martin
County Auditor

STORY COUNTY
837 N Avenue
Nevada, IA 50201
382-7355
Email: engineer@storycounty.com

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

SPONSOR: _____ Permit Number 95-03
Road Name E23 (170th St)

Boy Scout # 157 Number of Volunteers: _____
Name of Sponsor (Organization, Group or Individual)

3826 Berkshire Avenue Ames, IA 50010
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Tracy Porter same as above 515-460-0271 tracy.porter73@yahoo.com
Contact Person Address Phone # Email

Description of the road for which application is being made: County Road E23 (170th Street) from
County Road R50 (Geo. Washington Carver) west to County Road R38 (500th Ave)

Number of miles requested for litter removal 2.00 mile

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

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

This agreement shall remain in force from January 1, 2017 until December 31, 2017.

Tracy Porter 4/3/2017
Applicant Date

STORY COUNTY APPROVAL

[Signature] 4-14-17
County Engineer Date

[Signature] 4-25-17
Chair, Story County Board of Supervisors Date

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

Spring clean up date will be 5/21/17 Fall clean up date will be 10/15/17

AGREEMENT

between

STATE OF IOWA

Iowa Department of Transportation

and

STORY COUNTY, IOWA

and

UNION PACIFIC RAILROAD COMPANY

for the construction and cost participation covering the
installation of safety improvements at the railroad crossing at
Milepost 99.37 on 290th Street and the COMPANY's track in
Story County, Iowa and for reimbursement under 23 USC Section 130

Project No.: RRP-RR07(193)--8A-00

U.S. DOT No. 876049E

STATE Contact Person: Jim Gibson

COMPANY Contact Person: Kyle Nodgaard

Iowa Department of Transportation

Address: 1400 Douglas Street, Omaha, NE 68179

800 Lincoln Way

Telephone No.: 402-544-2029

Ames, IA 50010

Office Telephone No. 515-239-1549

HIGHWAY AUTHORITY Contact Person: Darren Moon, County Engineer

Address: 837 North Avenue, Nevada, IA 50201 Telephone No.: 515-382-7355

RRP(193) UP

AGREEMENT

SECTION 1. Contracting Parties

This Agreement is between the State of Iowa acting by and through the Iowa Department of Transportation, hereafter called the STATE, and Union Pacific Railroad Company, hereafter called the COMPANY, and Story County, Iowa, acting through the Board of Supervisors, hereafter called the HIGHWAY AUTHORITY.

IN CONSIDERATION OF the mutual promises contained herein the COMPANY and the STATE and the HIGHWAY AUTHORITY agree as follows:

SECTION 2. Purpose of Agreement

The STATE, the HIGHWAY AUTHORITY and the COMPANY enter into this Agreement for the purpose of installing two automatic gate units with 12" LED flashing light signals controlled by prediction circuitry and other necessary track circuit equipment at the 290th Street crossing of COMPANY tracks in Story County, Iowa. The STATE agrees to secure funds under 23 USC Section 130 for the costs of this construction. The work shall hereinafter be referred to as the Project. The STATE and the COMPANY agree the COMPANY costs for accounting labor and bill reproduction will be billed at the STATE approved additive rate.

It is specifically understood and agreed that the COMPANY shall have no obligation to perform any individual Project until such time as the agreement is fully executed by all parties identified.

SECTION 3. Preliminary Engineering

Preliminary Engineering includes production of site plans, cost estimates and circuit plans prepared by the COMPANY for the specified location. The site plan portion of the Circuit Plan

(front sheet) and the cost estimate labeled as Exhibit "A" shall be attached and by this reference incorporated into this Agreement.

SECTION 4. COMPANY Responsibility

The COMPANY or its consultant shall provide all engineering, materials, and labor to construct the Project. The Project shall be constructed in a good workmanlike manner in accord with COMPANY standards, and with Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F).

SECTION 5. HIGHWAY AUTHORITY Responsibility

The HIGHWAY AUTHORITY shall insure that all pavement markings are properly painted and advanced warning signs are in place and maintained as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways. The HIGHWAY AUTHORITY shall also insure clear motorist view from the roadway lanes of the new flashing lights installed with the Project. This clear view shall be maintained by the HIGHWAY AUTHORITY for as long as the signals remain at the crossing.

SECTION 6. Notification Requirements

The COMPANY shall notify the STATE's contact person and the HIGHWAY AUTHORITY contact person no later than 14 days prior to the start of the Project at the crossing. The COMPANY shall also notify the STATE's contact person and the HIGHWAY AUTHORITY contact person when the work at the Project location is completed. The STATE's and the HIGHWAY AUTHORITY's contact persons are shown on page 1 of the Agreement.

SECTION 7. Work Start and Completion

The COMPANY shall begin construction of the Project as soon as possible after the STATE gives written authorization to proceed, and shall complete the Project within eighteen

(18) months of written authorization to proceed. The Project shall be considered complete when the COMPANY physically completes the work. Costs incurred for work after eighteen (18) months of STATE authorization will not be reimbursed unless the COMPANY has requested and received from the STATE a written extension of the time for completion. The STATE shall have complete discretion and be the sole authority to grant or deny extensions. COMPANY costs incurred for work following time extensions will not be reimbursed.

SECTION 8. Delegation of Work

The COMPANY shall perform the Project work with its own signal forces unless otherwise approved in writing by the STATE.

SECTION 9. Regulations Affecting this Agreement

The Project shall be financed from 23 USC Section 130 Railroad-Highway Crossings Fund as described in Section 13 herein. Regulations of the Federal Highway Administration apply to the Project financed from funds appropriated under Federal Highway legislation and are subject to all applicable STATE laws, rules, and regulations. Specific reference is made to the Code of Federal Regulations (CFR): 23CFR 646B; 23 CFR 140I, 23 CFR 924, 23 CFR 630, 49 CFR 234; Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F); and any supplements or revisions to the Manual issued by the Federal Highway Administration.

SECTION 10. Standard Title VI Assurances

The COMPANY, and all agents of the COMPANY that participate in the project, shall comply with Regulations relative to nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements pursuant to 49 CFR Subtitle A, Part 21 – to the end that no person in the United States shall, on

the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the STATE.

SECTION 11. Documentation of Material and Labor

The COMPANY shall document all materials and labor used to complete the Project in accordance with the 23 CFR 140L.

SECTION 12. Project Inspection

The STATE and the HIGHWAY AUTHORITY shall have the right to inspect the Project work at any time. After the Project has been completed the COMPANY shall deliver to the STATE a materials inventory list for the Project. The STATE will arrange an inspection with the HIGHWAY AUTHORITY and COMPANY so it can determine whether the Project complies with the terms of the Agreement and whether the installation is consistent with the material list supplied by the COMPANY. After the Project has been completed the COMPANY shall deliver to the STATE a fully signed "CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE" supplied by the STATE showing completion in accord with the agreement and acceptance of the work by the HIGHWAY AUTHORITY. The signed certificate shall mean the Project has been satisfactorily completed, and no further work is required. The COMPANY shall also complete and deliver to the STATE the U.S. DOT-AAR CROSSING INVENTORY FORM or furnish this information by other mutually agreeable methods.

SECTION 13. Progressive and Final Payments

It is understood the STATE and the COMPANY enter this Agreement for the use of Federal-Aid 23 USC 130 funds to reimburse the COMPANY for ninety percent (90%) of the total eligible costs for this Project. The COMPANY shall pay ten percent (10%) of the total cost

of this Project. The COMPANY shall be required to pay the initial Project costs. The COMPANY shall keep an accurate and detailed account of the actual and necessary material and labor costs incurred in its performance of the work. Project cost records shall be maintained in accord with 23 CFR 140I and separated by Project location.

The COMPANY may submit progressive bills to the STATE for ninety percent (90%) of its material and labor costs for the Project. The billing for material shall be for those materials which have been delivered to the Project location or specifically purchased and delivered to the COMPANY for use on this Project. The STATE shall reimburse the COMPANY for the total eligible cost of these progressive billings.

Upon completion of the Project the COMPANY shall submit a detailed statement to the STATE for reimbursement of ninety percent (90%) of the total actual and necessary expense of the work represented by the items shown in the Exhibit "A".

The STATE shall audit COMPANY records to determine total reimbursable labor and material costs. Reimbursement to the COMPANY shall be governed by the STATE's CERTIFICATE OF AUDIT for the Project location. This Certificate shall establish the eligible Project cost. The COMPANY shall reimburse the STATE for any justifiable exceptions. The STATE reimbursement to the COMPANY shall not exceed the Federal Highway Administration reimbursement under 23 USC 130.

SECTION 14. Operation and Maintenance

The COMPANY shall operate and maintain the signal improvements at the crossing location in good working order for as long as the HIGHWAY AUTHORITY at the crossing considers the signal improvements necessary. The STATE may pay up to 75 percent of the annual maintenance costs of a signal improvement from the State Grade Crossing Safety Fund

for the crossings listed in Exhibit "B" of this Agreement.

SECTION 15. Relocation or Removal of Automatic Warning System

Once installed the signal improvements shall not be removed except in accordance with this section of this Agreement. If a system is no longer necessary the COMPANY may remove it at its own expense. In the event the railroad crossing is abandoned or removed by the COMPANY within ten (10) years from the effective date of the CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE, the COMPANY shall relocate the applicable system to a site agreed upon by the COMPANY and the STATE. If this system is not relocated the COMPANY shall credit or pay the net salvage value to the STATE for the value of the materials salvaged by the COMPANY.

SECTION 16. Successors In Interest

This Agreement is binding upon all successors and assigns.

SECTION 17. No Prior Representation

This Agreement and its exhibits constitute the entire Agreement between the STATE and the HIGHWAY AUTHORITY and the COMPANY concerning this Project. Any substantial change in the Project as determined by the STATE and the HIGHWAY AUTHORITY must receive prior written approval by the STATE and the HIGHWAY AUTHORITY.

SECTION 18. Effective Date of Agreement

This Agreement shall be effective upon the date of the STATE's execution.

SECTION 19. Notices to Contact Persons

All notices required under this Agreement shall be made to the respective Contact Persons listed on page 1 of this Agreement.

SECTION 20. Termination Due to Lack of Funds

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the STATE shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following: 1. The federal government, legislature or governor fail in the sole opinion of the STATE to appropriate funds sufficient to allow the STATE to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the STATE to make any payment hereunder are insufficient or unavailable for any other reason as determined by the STATE in its sole discretion; or 3. If the STATE's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified.

The STATE shall provide the COMPANY with written notice of termination pursuant to this section. The STATE will pay the COMPANY for the STATE share of the non-cancelable obligations allowable under the Agreement and properly incurred by the COMPANY prior to termination.

SECTION 21. Execution Clause

This Agreement may be executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

IN WITNESS WHEREOF the COMPANY and the STATE hereto have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the COMPANY this

Union Pacific Railroad Company

____ day of _____, 20____

By _____

Name and Title

Executed by the HIGHWAY AUTHORITY this

Story County, Iowa

25 day of April, 2017

By 

Name and Title

Rick Sanders Chair BOS

Executed by the STATE this

STATE OF IOWA

Iowa Department of Transportation

____ day of _____, 20____

By _____

Office of Rail Transportation

Recommended for approval by:

 4-18-17

Darren R. Moon, P.E.

Date

STORY COUNTY ENGINEER

**Federal Aid Rail/Highway Safety Fund Program
Signal Installation Eligible for Maintenance Reimbursement
under this Agreement**

<u>FRA#</u>	<u>SEQ</u>	<u>Highway Jurisd.</u>	<u>Location</u>
876049E	07	Story County, IA	290 th Street

Assistant County Attorney Pay Matrix (Effective July 1, 2017)

	<u>Minimum</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Attorney I	61,200	64,260	67,320	70,380	73,440	76,500	79,560
Attorney II	82,620	85,680	88,740	91,800	94,860	97,920	100,980

~~APPROVED~~ DENIED
Board Member Initials: AS
Meeting Date: 4-25-17
Follow-up action: _____

Story County Non-Bargaining Pay Matrix (Effective July 1, 2017)

	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Administrative Assistant I	15.16	15.46	15.77	16.09	16.41	16.74	17.07	17.41	17.76	18.12	18.48
Animal Shelter Attendant	15.44	15.75	16.06	16.39	16.71	17.05	17.39	17.74	18.09	18.45	18.82
Fines Recovery and Licence Reinstatement Assistant	15.44	15.75	16.06	16.39	16.71	17.05	17.39	17.74	18.09	18.45	18.82
Administrative Assistant II	16.19	16.51	16.84	17.18	17.52	17.88	18.23	18.60	18.97	19.35	19.74
Assistant Animal Control Director (Animal Control Officer)	17.34	17.69	18.04	18.40	18.77	19.14	19.53	19.92	20.32	20.72	21.14
Legal Assistant I	17.34	17.69	18.04	18.40	18.77	19.14	19.53	19.92	20.32	20.72	21.14
Legal Assistant II	17.85	18.21	18.57	18.94	19.32	19.71	20.10	20.50	20.91	21.33	21.76
Legal Assistant III	19.38	19.77	20.16	20.57	20.98	21.40	21.83	22.26	22.71	23.16	23.62
Fines Recovery and Licence Reinstatement Coordinator	19.10	19.48	19.87	20.27	20.67	21.09	21.51	21.94	22.38	22.83	23.28
Service Coordinator	20.20	20.60	21.02	21.44	21.87	22.30	22.75	23.20	23.67	24.14	24.62
Environmental Health Specialist	23.25	23.72	24.19	24.67	25.17	25.67	26.18	26.71	27.24	27.79	28.34
Financial Data Manager	21.93	22.37	22.82	23.27	23.74	24.21	24.70	25.19	25.69	26.21	26.73
Park Ranger	22.44	22.89	23.35	23.81	24.29	24.78	25.27	25.78	26.29	26.82	27.35

APPROVED **DENIED**

Board Member Initials: AS

Meeting Date: 4-25-17

Follow-up action: _____

STORY COUNTY UTILITY PERMIT

Date 4-14-17

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 2074 242nd St, Marshalltown IA 50158, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Electric on secondary route 560th Ave, from 28856 560th Ave to Across the Road, a distance of 70 Ft ~~miles~~.

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

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

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

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

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

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

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

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

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

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

Date 4-14-17

Consumers Energy
Name of Company (Applicant - Permittee)

Kevin Peterson 641-485-0702
by Kevin Peterson Phone no.

Recommended for Approval:

Date 4-17-17

Carson Mun 515-382-7355
Asst. County Engineer Phone no.

Approved:

Date 4-25-17

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

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



Updated April 22, 2015

New Construction ☒
System Improvement ☐
Replacement ☐

Code Letters
New Unit ☐ N
Transfer Unit ☐ T
Retirement Unit ☐ I
Reuse Unit ☐ R

Staked ☐ KP
Checked ☐
Approved ☐

Date
Date
Date

Staking#
Road Name: 560th Ave
Substation: Huxley
Feeder: 12-2-11-02

WORK ORDER # 9047		Line Location 12-02-11-02		Address 28856 560th Ave		PHASE COND		NEUTRAL COND		PHASE SHEET 1 OF 1		RULING SPAN													
Pole Back No. Span		PRI		SEC		POLES UNIT P		PRIMARY OH UNIT		PRIMARY JRD UNIT		GLYS UNIT LEAD		ANCHORS UNIT F		GROUND UNIT M2		SERVICES UNIT JK		TRANSFORMERS UNIT G Kva		MISC UNITS UNIT M		REMARKS	
11						70 R 1		C9-1P R		1 UA1 N														12 ft arm	
Add																								Single phase Dip	
B		510 1		110 URD N						1 UM1-7NC N						1		1 N		1 UG7 1		25 N			
C		5								1 UM6-1 N															
D		5								1 UM6-34 N						1		1 N						1 UM6-5 N	
																								Heat meter socket	

ITE Pole
560th Ave
510 ft
110 URD
Now underground
Sec. 6
SE
Stacy County

STORY COUNTY UTILITY PERMIT

Date April 19 2017

To the Board of Supervisors, Story County, Iowa:

The Colo Telephone Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 303 Main Street, Colo, Iowa 50056, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Buried Fiber Optic cable on secondary route 190th Street, from just west of 4083 drive to just east of drive at 4201, a distance of approximately 1/5 miles.

We will be starting just west of the drive at 4083 190th St., boring in a new 1.25 inch duct in North R.O.W. around the the new culvert wings in the new R.O.W. to just east of the drive at 4201 190th St.. Cut and splice duct and pull new fiber.

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

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

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

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

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

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

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

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

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

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

Date April 19, 2017

Colo Telephone Company
Name of Company (Applicant - Permittee)

Larry W. Springer 641-317-2202
by Phone no.

Recommended for Approval:

Date 4-19-17

Dan Mon 515-382-7355
County Engineer Phone no.

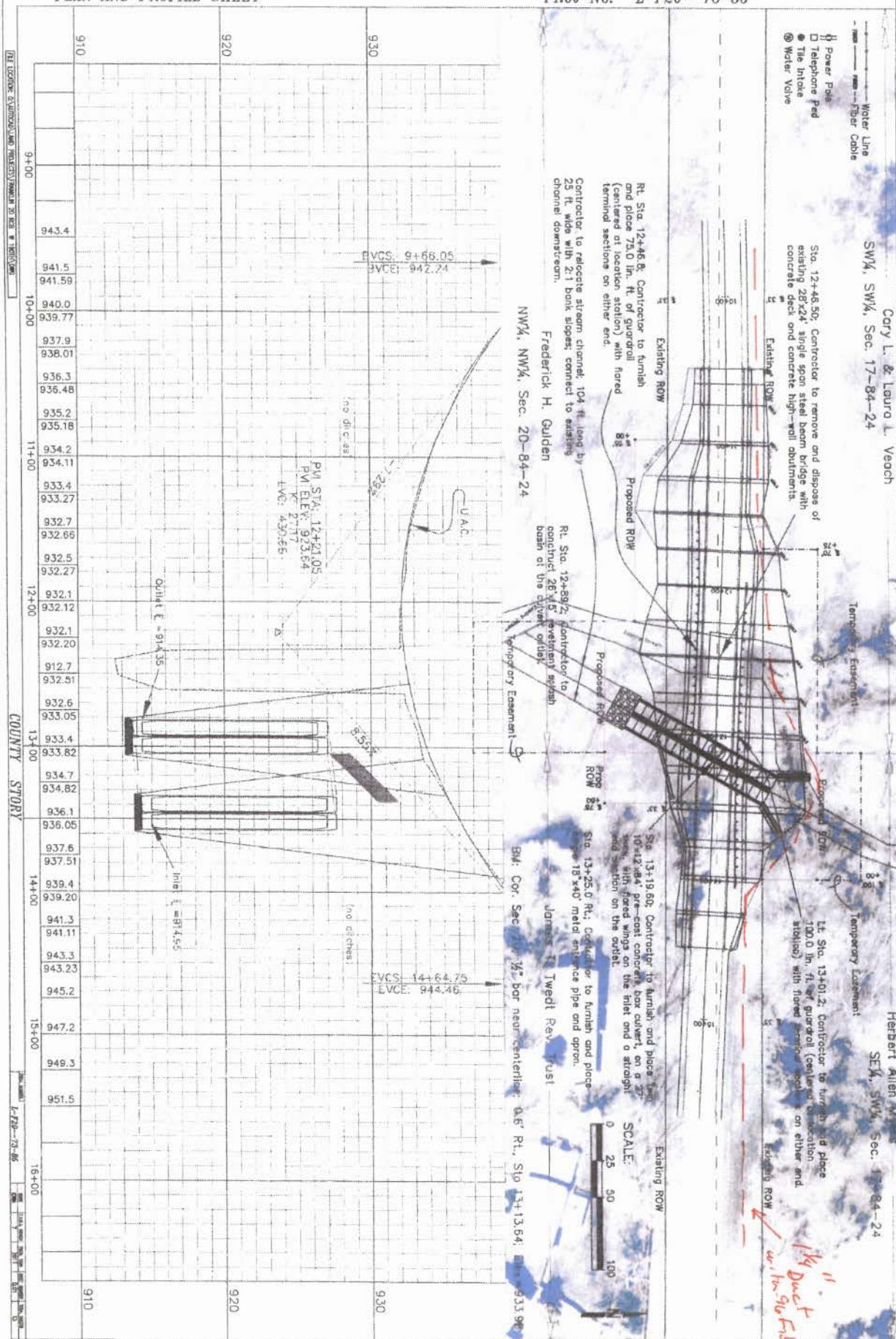
Approved:

Date 4-25-17

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

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

PROJ No. L-F20--73-85



PRairie Ridge RD

NOTE:
END UD & UD
START BFO

BFO96

6334

6314

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190TH

PINE GROVE LN

VALLEY RD

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BFO96

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STORY COUNTY UTILITY PERMIT

Date 4-20-17

To the Board of Supervisors, Story County, Iowa:

The Interstate Power & Light Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 1284 XE Place, Ames, IA 50014, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electricity on secondary route 530th Ave, from Gilbert city limits to 180th St, a distance of 0.5 miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows: Rebuilding existing single phase 7.2kV line to three phase 12.5kV. Relocating new poles to new ROW per Story County Engineering road plans. 14 total poles.

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.

3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.

4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.

5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.

6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.

7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

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

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

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

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

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

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

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

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

Date 4/20/17

Interstate Power & Light Company
Name of Company (Applicant - Permittee)

Joe Loonan Jr. 515-450-8600
by Phone no.

Recommended for Approval:

Date 4-20-17

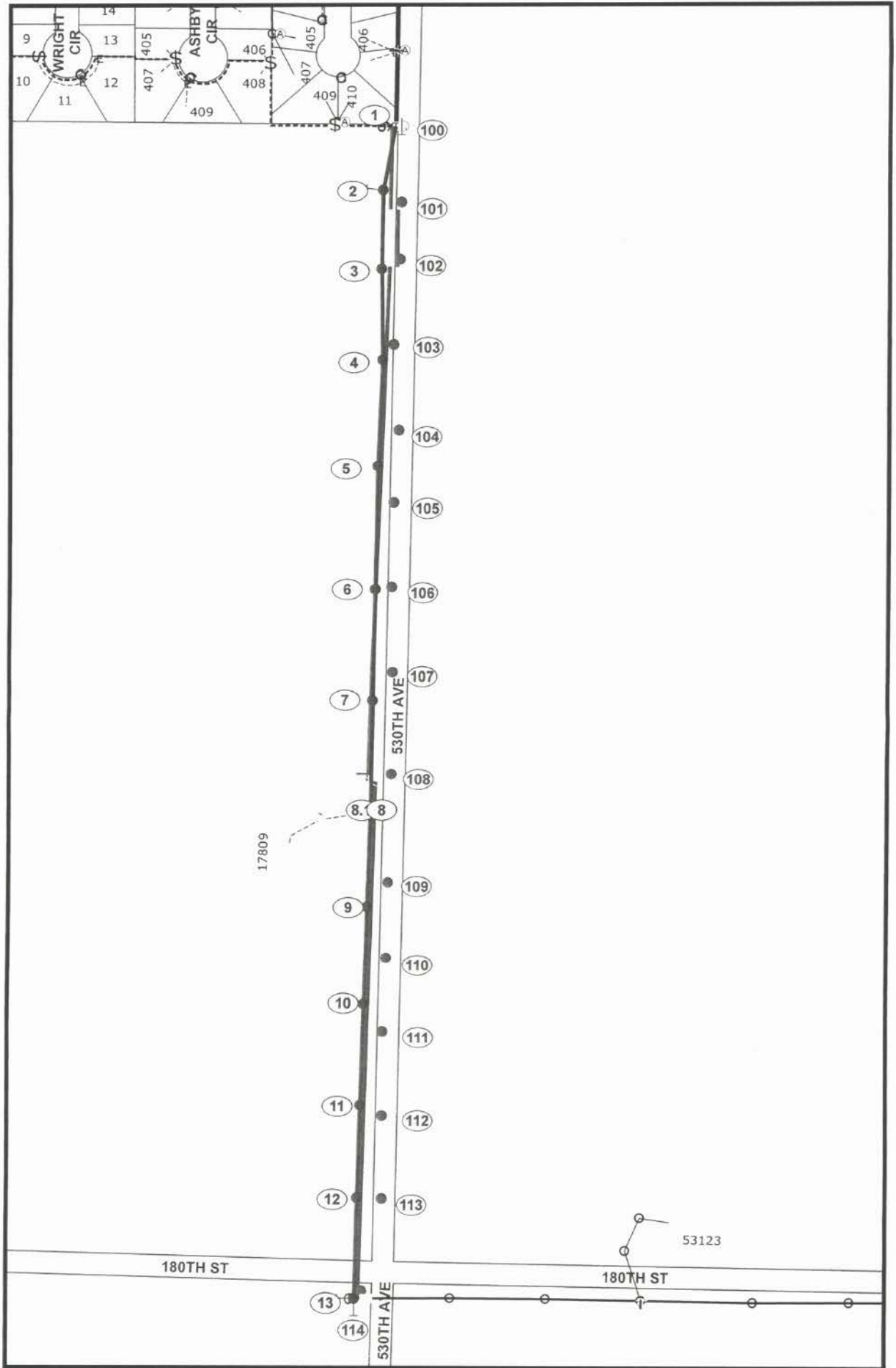
 515-382-7355
County Engineer Phone no.

Approved:

Date 4-25-17


Chair, Board of Supervisors
Story County, Iowa

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



GILBERT - 530TH AVE ROAD MOVE PAVING PROJECT **RED = INSTALL ----- GREEN = REMOVE**



Please return to:
Planning & Development

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 17-90**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate under the ownership of Chris Gardner, The Irons LLC, 506 E 1st St, Huxley, Iowa and also includes the real estate located at the Ames Golf and Country Club, 5752 George W. Carver Avenue, hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Chris Gardner, The Irons LLC and the Ames Golf and Country Club are the legal titleholders of said platted real estate, and

WHEREAS, the Letter of Credit, Improvement Agreement and other related documents for The Irons Final Plat have also been submitted and naming the City of Ames and Story County, and

WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, Code of Iowa, and as prescribed by the Story County C2C Plan and the Code of Ordinances, of Story County, Iowa, have been complied with and met, and the requested Alternative Compliance items a part of The Irons Preliminary Plat were supported and approved by the Board of Supervisors on June 28, 2016, and

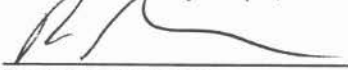
WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Final Plat of The Irons be approved, and accepted and also include the conditions adopted by the Ames City Council on June 14, 2016, and

WHEREAS, the Ames City Council will address the Final Plat of The Irons at their April 25, 2017 meeting.

NOW, THEREFORE, BE IT RESOLVED that the Final Plat of The Irons, a Major 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 and shown on Attachment B shall hereinafter be known as The Irons, a Major Subdivision – Final Plat.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution #17-90 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 25th day of April, 2017.


Board of Supervisors
Story County, Iowa


County Auditor
Story County, Iowa

Moved by: Olson

Seconded by: Chitty

Voting Aye: Olson, Chitty, Sanders

Voting Nay: None

Absent: None

ATTACHMENT A

LEGAL DESCRIPTION:

Parcels M & N as shown on the Plat of Survey recorded on instrument number 2016 – 00008076 also recorded in slide 543 pages 2 and 3 of the Northwest Quarter of Section 21, Township 84 North, Range 24 West of the Fifth Principal Meridian, Story County, Iowa.

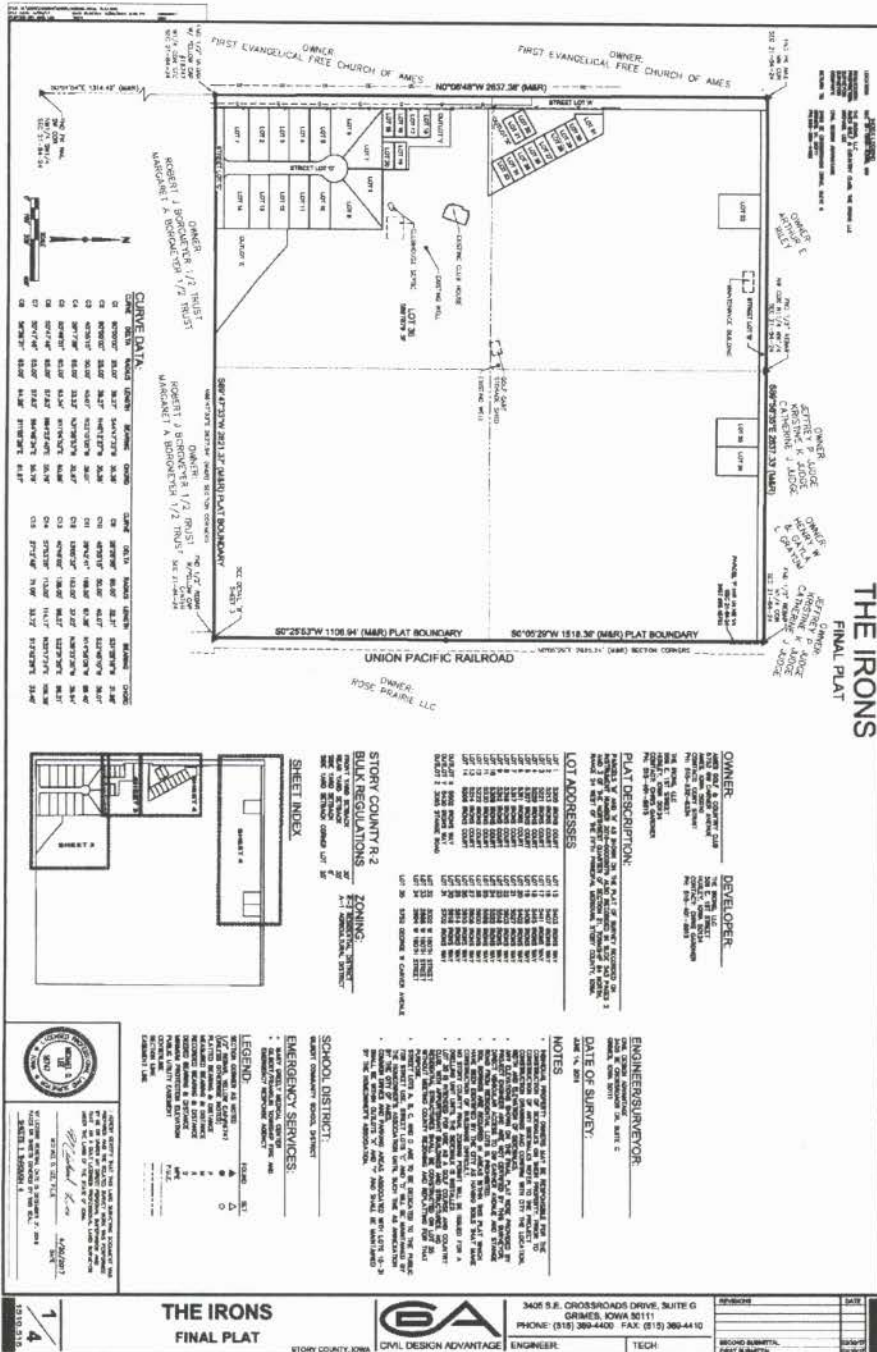
PROPERTY ADDRESS

5752 George Washington Carver Avenue

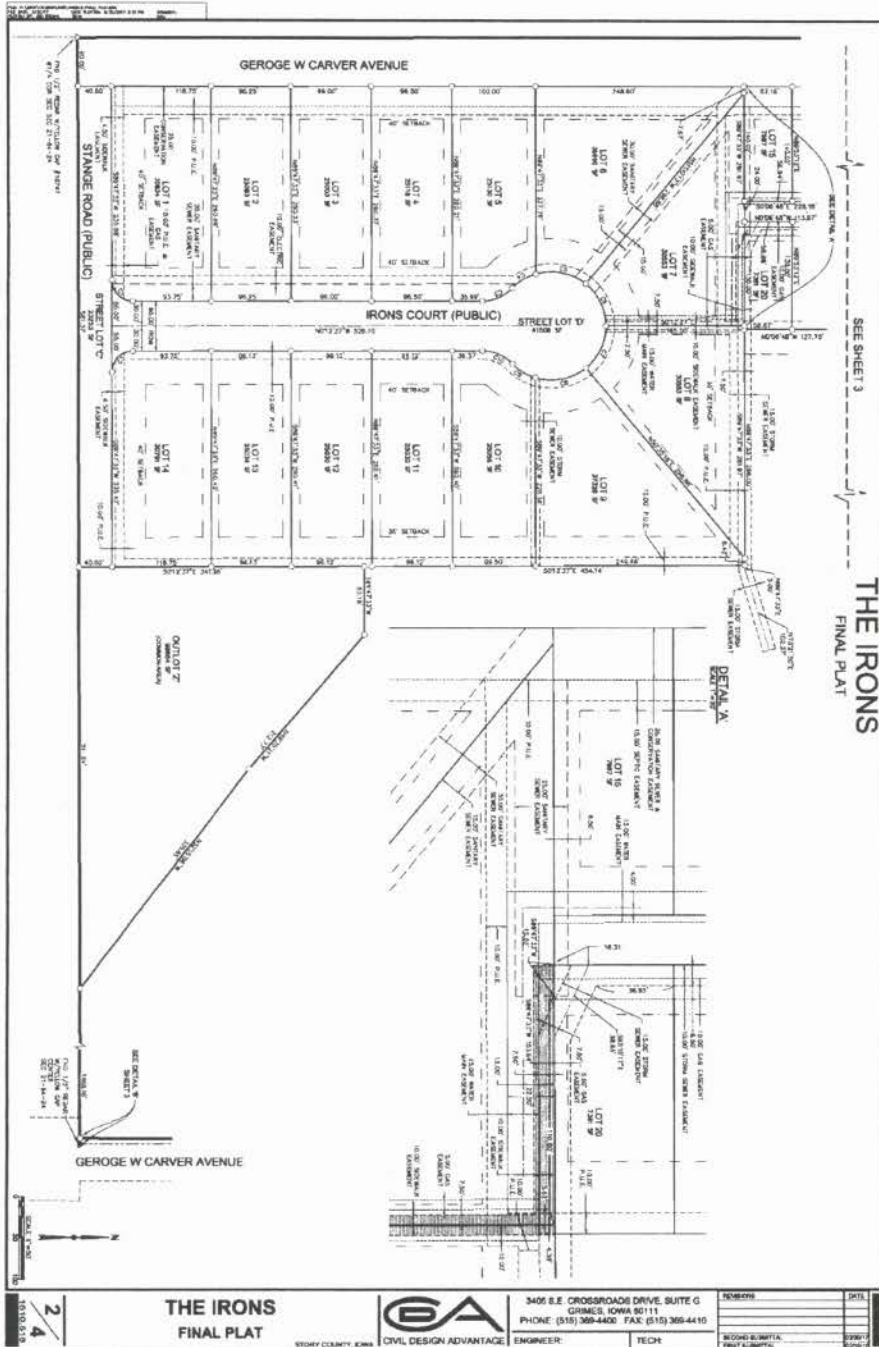
PARCEL IDENTIFICATION NUMBERS

0521100125
0521100110

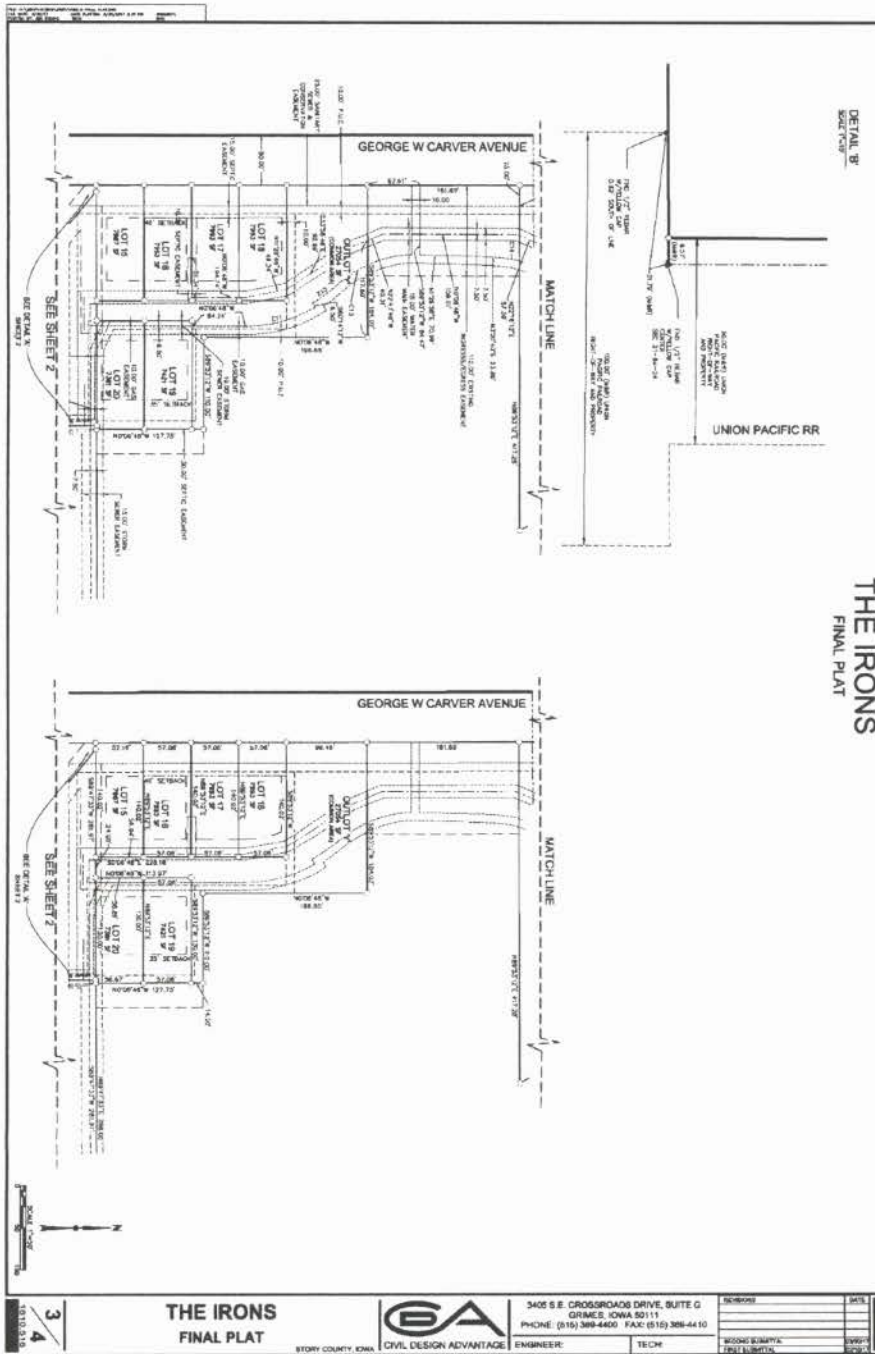
ATTACHMENT B



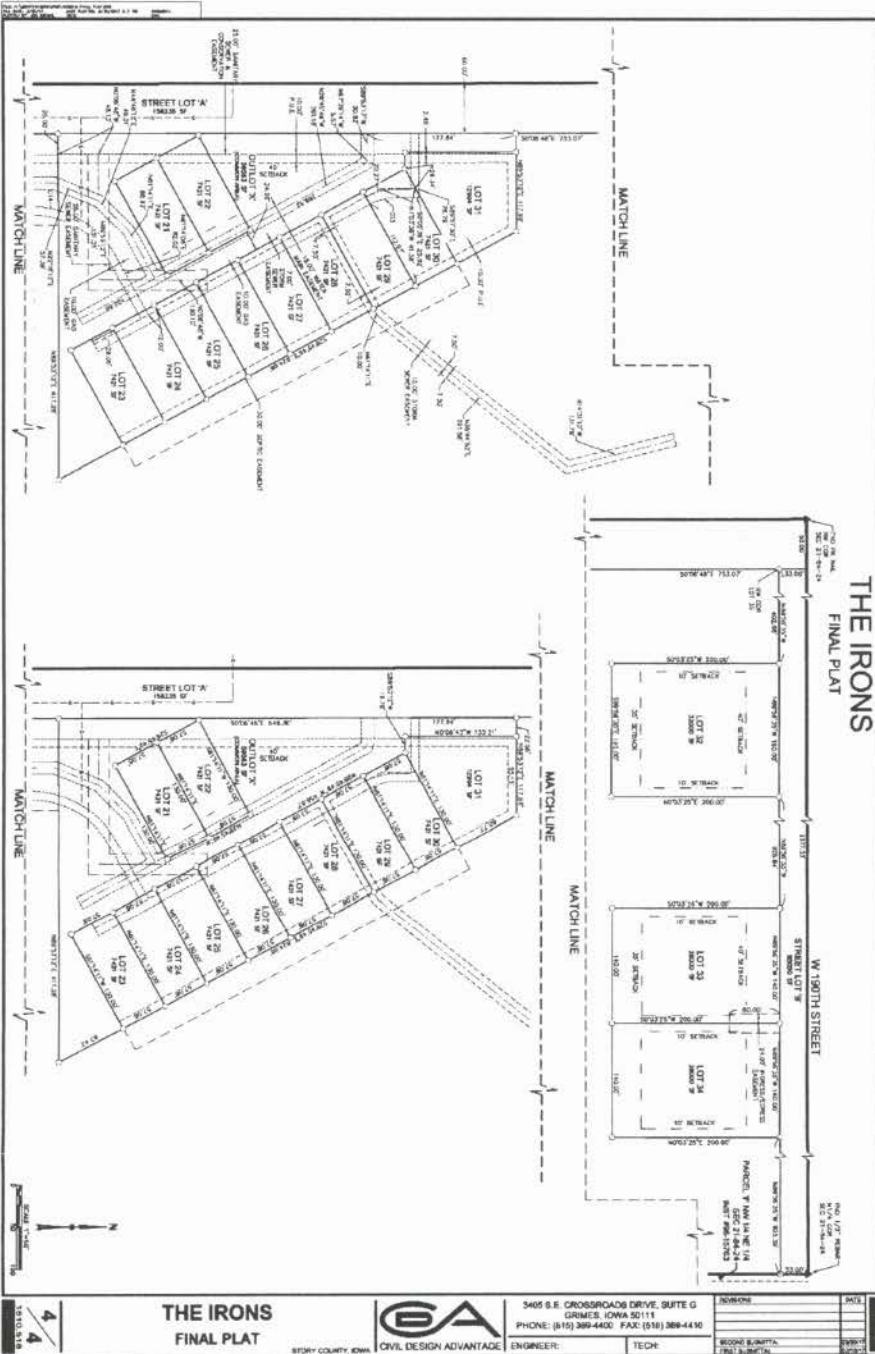
ATTACHMENT B



ATTACHMENT B



ATTACHMENT B



Staff Report

Story County
Board of Supervisors

Date of Meeting:
April 25, 2017

Case Number SUB02-16
The Irons Major Subdivision
Resolution No. 17-90

APPLICANT: Bob Gibson
Civil Design Advantage LLC
3405 SE Crossroads Drive Suite G
Grimes, IA 50111

PROPERTY OWNERS:
Chris Gardner, The Irons LLC and the Ames Golf and Country Club

STAFF PROJECT MANAGER: Jerry L. Moore, Planning and Development Director



SUMMARY:

The applicant's Chris Gardner, The Irons LLC and The Ames Golf and Country Club submit the Final Plat for The Irons for Board of Supervisor consideration that includes 18 single-family dwelling lots and 16 bi-attached single-family dwelling lots to be located at 5752 George Washington Carver. The preliminary plat of The Irons was approved by the Board of Supervisors on June 28, 2016.

Property Information

GENERAL PROPERTY LOCATION

The property is generally located on the north side of the City of Ames, at 5752 George Washington Carver (Ames Golf and Country Club) near the City's corporate limits and the Chicago & Northwestern Transportation Company right-of-way. The property has frontage along George W. Carver Avenue to the west and W 190th Street to the north and is located in T84-R24-S21 of Franklin Township.

LEGAL DESCRIPTION

Parcels M and N as shown on Plat of Survey recorded on instrument number 2016-00008076 Also recorded in slide 543 pages 2 and 3 of the NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5TH P.M., STORY COUNTY, IOWA

PARCEL IDENTIFICATION NUMBERS

0521100125

0521100110

SIZE OF AREA

153 acres

CURRENT ZONING

R-2 Urban Residential District (location of proposed single and two-family dwellings along west and north edge of property – 16 acres) and A-1 Agricultural District (balance of property containing the golf course, country club and related buildings -137 acres). The Story County Land Development Regulations requires single-family and two-family attached dwellings to be located on common water and wastewater treatment facilities in the R-2 District. The applicant obtained Alternative Compliance on this item from the Board of Supervisors.

CURRENT LAND USE

Existing golf course and country club. The new golf course maintenance equipment building was recently constructed on the north side of the golf course between proposed Lots 32 and 33 and adjacent to 190th Street. The previous golf course maintenance equipment building previously located northwest of the club house on the north side of the drive was removed for the new dwellings. The rough grading work occurred for the private drives for the bi-attached single-family dwellings, the cul-de-sac road and access road from George Washington Carver to the cul-de-sac road area.

LAND USE FRAMEWORK MAP DESIGNATION

The property is located within The Ames Urban Fringe Plan (AUFPP) and the Land Use Framework Map; a landuse planning document with a 28E agreement between the City of Ames, City of Gilbert and Story County was approved July 15, 2011. This property is designated **Rural Transitional Residential** a sub-category (consisting of the area of the proposed dwellings) of the Rural Urban Transition Area and **Parks and Recreation Areas** (golf course area) a sub-category of the Rural Service and Agricultural Conservation Area. The property is also located within a designated Watershed Protection Area. The developer submitted a Construction Site Erosion and Sediment Control permit and a state Stormwater Pollution and Prevention Plan permit to address the stormwater drainage and erosion control and a phosphorus reduction plan.

*With regard to subdivision plats located in the **Rural Transitional Residential** area of the AUFPP, the Plan indicates the three jurisdictions acknowledge the primacy of the cities interests in regulating development in areas that the cities may at some future moment annex. It further states in part that cities are tasked with giving primary review and if appropriate approval of any proposed division of land. The County however has the authority to review and respond to proposed subdivision plats in this location.*

CITIES WITHIN TWO MILES

Ames and Gilbert

PLATTING CONSIDERATION

The subdivision is being reviewed as a Major Subdivision – Final Plat. The City of Ames Planning and Zoning Commission recommended approval (vote 4-2) of The Irons Preliminary Plat on April 20, 2016 and the City of Ames City Council approved The Irons Preliminary Plat with conditions on June 14, 2016. The Irons Final Plat will be addressed by the Ames City Council on April 25, 2017.

ITEMS SUBMITTED WITH THE FINAL PLAT

Final subdivision plat drawings, Letter of Credit, and Improvement Agreement

Story County Land Development Regulations Chapter 87.09 (5) indicates following preliminary plat approval and completion of public improvements and/or submittal and acceptance of an approved form of financial security and approved Development Agreement as defined in Section 88.14, the final plat may be submitted.

Background

Nature of Request

This subdivision application is to consider a Major Subdivision Residential Final Plat. The plat proposes eighteen single-family residential lots and sixteen two-family residential lots planned for the westerly area of the Ames Golf and Country Club. Three of the single-family lots are planned for the north portion of the golf course. Lot sizes for the single-family dwellings range from 12,000 up to 30,000 square feet and approximately 7,400 square feet for two-family lots.

The planned density is consistent with the Rural Transitional Residential designation of the Ames Urban Fringe Plan of between 1.00 and 3.75 units per acre. The Irons, LLC (Chris Gardner) is the developer constructing the dwellings. The final plat drawing shows a new proposed cul-de-sac public road (Outlot D) located east and paralleling George W. Carver Avenue with fourteen single-family residential lots. A new road (Outlot C) is planned to extend east from George W. Carver to the new cul-de-sac road and will eventually align with Stange Road to the south. These roads will be publicly dedicated and maintained by the property owners of the development. To the north of the cul-de-sac road, two additional private drives (Outlots X & Y) are planned also being east and somewhat paralleling George W. Carver Avenue. These drives will be maintained by the property owners in the development. Access to the proposed two new drives is planned off of the existing driveway that extends into the Ames Golf and Country Club (AGCC). The developer is proposing to install Advantex septic systems on each of the single-family and two-family residential lots. The septic systems will discharge into lateral lines located on the single-family lots and on the golf course lots for the dwellings through easements. All property owners with a purchase of their dwelling will receive a social membership to the golf club. This includes the use of a pool, tennis courts, and clubhouse.

Site review April 18, 2017

The Story County Planning and Development Department and the Engineering Department staff conducted a site review to determine the status of The Irons development. All rough grading for the public streets and private drives was completed. Several concrete trucks were staged and parked on the main drive waiting to pour concrete for the private drive and parking area located north of the main drive for the proposed bi-attached single-family dwelling area. Water lines and fire hydrants were installed. Piles of extracted dirt were located on the south end of the property from the graded street areas. The developer submitted a list of improvements to be completed including after the paving is completed that is a part of the Improvement Agreement.

Land Use in Area

The AGCC property has frontage on George W. Carver and W 190th Street and both are paved public roads. The land use surrounding the property is predominantly large agricultural row crop land. There is however, a church; Christ Community Church located directly to west. The church and the AGCC accesses align together onto George W. Carver. There are a few scattered single-family dwellings located to the north and south of the golf course property. There are four single-family residential subdivisions beginning approximately 1/8 mile west of the property; including Jamison, Northwood Heights, Squaw Valley South and Bella Woods. The land to the east of the property is adjacent to a Chicago and Northwestern railroad right-of-way and the property is also near the City of Ames and consists of agricultural row crop ground.

Zoning of Property/Adjacent Properties

The west approximately 600 feet and north approximately 300 feet of the property is zoned R-2 Urban Residential District. The balance of the property where the golf course and country club are located is zoned A-1 District.

North- A-1 Agricultural District

East – A -Agricultural Zone (City of Ames)

South - A-1 Agricultural District (Further to the southwest City of Ames Suburban Residential Floating Zone

West - A-1 Agricultural (Further to west R-1 Transitional Residential District)

History of Property

The AGCC was a permitted use in the early 1970's. The zoning permit was issued September 6, 1973 for the club house and maintenance buildings. The R-2 District was approved through a rezoning request on October 31, 2006 for the 55 acre area. The Ames Golf and Country Club obtained a Conditional Use Permit August 17, 2016 for the golf course and associated buildings and uses.

Annexation Agreement

The Ames Golf and Country Club entered into an annexation agreement with the City of Ames that was recorded May 22, 2014. In general the agreement indicates the City may notify the AGCC of their desire to annex their property and AGCC agrees to promptly apply. Also all municipal regulations and requirements not limited to zoning, subdivision and other ordinances will apply to the property.

Current Agreements with the City of Ames (*Information from City of Ames staff report provided for Preliminary Plat*)

In May, 2014, the AGCC requested that the Ames City Council grant certain waivers to the City's subdivision standards so that they could pursue a rural subdivision that did not meet all urban standards of the City. In return for granting waivers, the owner signed and submitted the three required covenants that bind current and future owners to:

- 1) apply for annexation at the time the City requests,
- 2) waive objections to assessments that may be imposed in the future if public improvements are brought to the site as an assessment project, and
- 3) pay any fees associated with the buy-out of rural water service territory.

The City Council granted conditional waivers to proceed with the rural subdivision application and to allow for the subdivision to meet the density standards of the Rural Transitional Residential designation of the Ames Urban Fringe Plan of between 1.00 and 3.75 dwelling units per acre. Because of the property's location within the Ada Hayden Watershed, the development is also subject to the Conservation Subdivision standards of the Ames Subdivision Regulations. The intent of the standards are to protect the quality of water in Ada Hayden Lake, protect existing surface drainage systems, promote interconnected greenways, provide commonly-owned open space and conservation areas, and protect such areas in perpetuity. The conservation standards are in addition to the City's typical street, lot, and infrastructure requirements.

Streets (*continued from City staff report*)

The preliminary plat includes an extension of Stange Road south of the proposed new cul-de-sac road for the single-family dwellings east of George Washington Carver Avenue. The extension consists of two lanes for a distance of about 350 feet east. This portion will be built as a two-lane, two-way road. When the property to the south (Borgmeyer) eventually develops, that development will complete an additional lane on the south half of the road and extend Stange Road south to connect to Northridge Heights. Stange Road will, at full build out, have three lanes at the intersection with George Washington Carver Avenue, tapering to a two-lane cross section east of the

intersection of the Irons Court. This road will be a public street, built to city standards, and dedicated to the County while the property remains in the County. Maintenance will be the responsibility of the owners of the adjacent homes until the property is annexed into Ames, as is the policy of the County.

Irons Court is a proposed 540-foot long cul-de-sac, 26 feet wide pavement within a 60-foot right-of-way. *This is consistent with the County's 60 foot right-of-way requirement for improving existing roads and exceeds the road pavement width requirement by 4 feet.* There are 14 single-family lots along this road. Lots on the west side will be through lots (double road frontage), backing up against George Washington Carver Avenue. This road, too, will be a public street, built to city standards, and dedicated to the County. Maintenance will be the responsibility of the owners of the adjacent homes until the property is annexed into Ames.

The current driveway into the AGCC will provide access to the Irons Way, a 24-foot wide private street. Irons Way to the south will have six two-family dwellings and Irons Way to the north will have 10 two-family dwellings and one detached dwelling. Ownership and maintenance will be private. The private streets will not be dedicated for public use and will be maintained as private streets even upon annexation to the City in the future. An existing access north of the club house driveway currently serving the maintenance building will be eliminated. The maintenance building is planned to be relocated to the northeast area of the golf course when other improvements to the golf course are made. *Due to the nonconforming status of the AGCC, they will be required to submit a Story County Conditional Use Permit application for the County's consideration prior to submitting the zoning permit to construct the maintenance building. The final plat will also dedicate 60 feet of right-of-way of George Washington Carver Avenue and 33 feet of 190th Street as fee simple ownership to the County. The rights-of-way are currently easement roads of which AGCC owns to the section line. No improvements are proposed.*

Water

The golf course is currently served by Xenia Rural Water Association and the entire golf course property is within the Xenia service territory. Xenia has water lines along George W. Carver, Cameron School Road and 190th Street. According to city staff, an agreement in principle with Xenia has been reached but will need to be finalized prior to final plat approval. The agreement allows the new development to be served by Xenia but ensures future transition of customers to the City water service. After annexation and when City water is brought to the site, the dwellings would become customers of the Ames water service and no longer in the Xenia service territory. The golf course is an existing Xenia customer, and the city supports it being a Xenia customer after annexation. Hydrants to serve the development, including the existing club house, will be installed to City specifications to ensure that fire protection will meet City standards.

Sewer

The new dwellings are planned to be serviced by an advanced septic treatment system known as Advantex. Each on-site system will serve two dwellings and discharge into sub-surface drainage fields. Upon annexation and after city sanitary sewer infrastructure is brought to the site, the Advantex systems will be abandoned and each dwelling will connect to the city system at the homeowners cost. The preliminary plat improvement plans indicated the location of the future installation of the sanitary sewer main and the service lines for the homes. However, the pipes will not be installed as part of the development and must be installed at the homeowner's cost at the time of the requirement to connect to the City's infrastructure. This requirement will need to be explicitly stated in an agreement at the time of final plat. The developer will be required to pay the connection district fee for the acreage (approximately 20 acres) within the connection district at the time of final plat. The club house will remain on its own mound system, which will be rehabilitated as part of the golf course renovations. The closest city sanitary main is located at Grant Avenue/Hyde approximately ½ mile east of the golf course property. The City anticipates the sanitary sewer will eventually be extended to the site from the south.

Sidewalks and Trails

The city's subdivision standards require sidewalks along the frontage of residential lots. The Conservation Subdivision standards require interconnected trails and allow for one sidewalk to be built when there is access to a trail from an abutting lot.

Sidewalks and shared-use paths will be installed in the following locations:

- A 5-foot sidewalk on the north side of Stange Road extension.
- A 8-foot shared use path on the east side of George Washington Carver Avenue (City now requesting 10-foot wide shared use path)
- A 5-foot sidewalk on the east side of Irons Court.
- A 5-foot sidewalk along one side of Irons Way private street.
- A sidewalk connection from Irons Court to Irons Way and to George Washington Carver Avenue.

The developer agreed to provide money equivalent to the cost of a 5' sidewalk along 190th Street. There will be a golf cart path between Lots 9 and 10 on Irons Court to the golf course.

Electric Service and Street Lights

The property and area is served by Midland Power Cooperative. Street lights will be installed at intersections with George Washington Carver Avenue and along the internal streets. The City would require placement of lights at intersections, but ownership and maintenance of lights would remain with the power company.

Conservation Standards

Prior to submitting a preliminary plat, the city required the applicant to prepare a resource inventory to identify natural areas for preservation. Impact7G prepared an inventory and mapping of natural resources and a vegetative cover map for the proposed development. *The study did not identify any wetlands, flood plains, threatened and endangered species, or designated historic and cultural resources.* The southwest corner of the site is a low area that at times can be wet, but it was not found to be a natural resource. Based on the inventory, no natural resources requiring protection were found. The inventory recognized that much of the property has already been developed with a golf course and ancillary facilities.

The Conservation Standards include elements of layout and design for streets, lot patterns, and protection areas. The design and layout meets the specific standards for residential development in a conservation subdivision. Specifically:

- Homes are in clusters.
- Lots take access from interior roads except for the three lots on 190th Street.
- There is a 25-foot conservation buffer that will be planted with natural vegetation between homes and existing streets, except for the three lots on 190th Street.
- More than 80 percent of the lots abut a conservation area or open space (including the golf course). *The County requires a 15% common open space requirement that is intended to provide exclusive benefit to property owners in the development. A homeowners association is to address maintenance.*
- Proposed dwelling locations will result in the loss of some trees, however where possible trees will be relocated on site and additional trees planted.

Storm Water Management

One of the principles of the Conservation Subdivision is to take the approach of Low Impact Development to design the project. This means the arrangement of lots and streets minimizes mass grading of the site, minimizes impervious areas, and maximizes use of natural stormwater treatment measures.

The relatively large lots of the single-family homes allow for on-site infiltration. The water that drains to the street will flow into collection pipes that will drain to the existing and proposed ponds of the golf course. The water in the ponds will be reused as irrigation for the golf course fairways and greens. The city Public Works Department has accepted the storm water design as meeting the standards of the City and, additionally, the city required that the site be subject to a Construction Site Erosion and Sediment Control - COSESCO permit during construction. The property owners association will have long term maintenance responsibilities, along with AGCC, of the storm water treatment measures. According to the developer, a Stormwater Pollution and Prevention Plan will also be required for this project.

Phosphorous Reduction

This property is located within the Ada Hayden Lake watershed. Water quality is an important consideration for the city and the city's Water and Pollution Control Department uses Ada Hayden Lake as a backup water source. Phosphorus is a critical nutrient to avoid as it can lead to undesirable vegetation within Ada Hayden Lake. The City Council, in approving specific waivers to the subdivision ordinance in 2014, mandated that the Ames Golf and Country Club prepare a plan to reduce phosphorus releases (including from any new residential development) by 60 percent of current releases.

The general manager of the AGCC has prepared a plan describing how their current application of 974 pounds of phosphorous fertilizer will be reduced to about 60 pounds a year. The plan is based upon a redesign of the golf course grasses. AGCC will no longer have a sod farm on the property (eliminating 100 pounds of application a year). The plan also notes that the bluegrass fairways will be replaced with a mix of bent and low mow bluegrass. This, along with an improved irrigation system, should reduce fairway application from 660 pounds to 0.

City staff from the Parks and Recreation Department has reviewed the plan and proposed application rates and finds them realistic and attainable. AGCC will make their inventory and application logs available to the City upon request for inspection to ensure compliance with the agreement to reduce phosphorus in the watershed. The phosphorus reduction would begin within one year of the project's approval. An agreement addressing the phosphorus reduction plan is anticipated to be approved in May of this year.

Staff from the Water and Pollution Control Department estimates the proposed 34 homes will release about 153 pounds of phosphorus per year with their Advantex septic systems. The discharge into subsurface soil will allow some effluent (including phosphorus) to migrate to the ponds (downstream from the drainage fields) where it can be picked up by the irrigation system and potentially recycled onto the turf. With the reduction of phosphorus fertilizer from 974 pounds to 60 pounds and the additional 153 pounds from homes, AGCC will release 213 pounds of phosphorus, a reduction of 78 percent.

City of Ames Waivers

The City Council granted specific waivers to Division IV Design and Improvement Standards of Chapter 23 Subdivision Regulations. Those waivers were conditional and expired six months after they were granted in May, 2014. However, City staff evaluated the preliminary plat keeping those waivers in mind and identifying other waivers that might be needed for the City Council to approve the plat.

Below are the waivers.

1. A waiver to allow Xenia to provide water service rather than require connection to the City water supply. Council approved this waiver in 2014 and staff supports it now provided an agreement with Xenia for a buyout and transfer of territory at no cost to the City is found satisfactory prior to approval by the City Council.
2. A waiver to allow private septic systems rather than require connection to the City sanitary sewer system. Council approved this waiver in 2014 and staff supports it now provided a development agreement pertaining to sanitary sewer installation at the property owners cost in the future is found satisfactory prior to approval by the City Council.
3. A waiver of the sidewalk requirement along 190th Street. This was not granted in 2014 and staff does not support it now. If residential lots were not proposed, staff would consider a waiver appropriate as there would be no residential use.
4. A waiver of the requirement that lots take access from interior roads. This is a requirement of Section 23.603 Conservation Ordinance and is not met by the three lots on 190th Street. This was not addressed in 2014 and staff does not recommend waiving it due the intended separation of homes from roadways in conservation areas.
5. A waiver of the requirement that residential lots have a buffer from existing streets. This is a requirement of Section 23.603(1)(c) and is not met by the three lots on 190th Street. This was not addressed in 2014 and

staff does not recommend waiving it. If there were no homes, staff believes it would not be needed for the golf course frontage as it is an open space, even though it is not predominately native plantings.

6. A waiver of the requirement that all lots have access to sidewalks or shared use paths. This is also a requirement of Section 23.603 and is not met by the three lots on 190th Street. This was not addressed in 2014 and staff does not recommend waiving it.

Conditions that were included with the waiver request approved in 2014 and that City staff still recommended were:

1. All public improvements will be treated as if this were in the City, requiring city review of improvement plans, on-site installation inspections, and inspection billing to the developer.
2. The developer must apply for and obtain City COSESCO permit and be subject to City fees and inspections.

The Ames Planning and Zoning Commission at their April 20, 2016 meeting recommended approval (vote 4-2) of The Irons preliminary plat with the following conditions:

- A. Update the plat to show a five-foot sidewalk connecting the north end of Irons Court with the south end of Irons Way and out to George Washington Carver Avenue.
- B. Update the plat to show a sidewalk along one side of Irons Way with connections to George Washington Carver Avenue at the driveway to the golf course and at the north end of Irons Way.
- C. Update the sanitary sewer system to show just one method of septic sewer drainage (the drainage field system rather than the piping to the ponds).
- D. Update the plat to remove the three lots on 190th Street.
- E. All public improvements will be treated as if this were in the City, requiring city review of improvement plans, on-site installation inspections, and inspection billing to the developer.
- F. The developer must apply for and obtain a City COSESCO permit and be subject to City fees and inspections.
- G. Completion of the Xenia Water territory buyout and territory transfer agreement prior to final plat approval.
- H. Complete an agreement for the phosphorus removal plan prior to final plat.

The Ames City Council at their June 14, 2016 meeting approved (vote 5-1) The Irons preliminary plat with the following conditions:

- A. Allow 34 lots as shown on The Irons preliminary plat (fifth submittal dated 5/11/16), including the three lots on 190th Street, conditioned on the installation of a shared use path along 190th Street (revised to allow developer to provide money for sidewalk).
- B. All public improvements will be treated as if this were in the City, requiring city review of improvement plans, on-site installation inspections, and inspection billing to the developer.
- C. The developer must apply for and obtain a City COSESCO permit and be subject to City fees and inspections for stormwater.
- D. Completion of the Xenia Water territory buyout and territory transfer agreement prior to final plat approval.
- E. Complete an agreement requiring property owners to abandon the Advantex systems, install sewer infrastructure and connect to City sanitary sewer when it is brought to the site prior to final plat approval.
- F. Complete an agreement for the phosphorus removal plan prior to final plat.
- G. Include construction of an 8 foot shared use path in lieu of a sidewalk on 190th Street.
- H. Widen the shared use path on George Washington Carver Avenue from 8 feet to 10 feet.

Alternative Compliance – Story County

The County's Land Development Regulations provide for a mechanism for applicants to submit proposed plans that do not meet current county land development requirements provided the applicant clearly identifies and discusses how the modifications and alternatives better accomplish the purposes of the County's ordinance.

The applicant's alternative compliance request were as follows (information provided by applicant):

1. The common sewer requirement in the R-2 district

- a. The Advantex systems used produce an extremely clean effluent, will be discharged into lateral fields. The single-family lots are large enough to have individual lateral fields in their rear yards. The townhomes will share lateral fields, generally 2 units to a field. Some of these fields will be located on golf course property, for which an easement will be provided. We request alternative compliance for this, as there will be future connection to Ames sewer when it becomes available. (However, the 3 lots on 190th will likely remain on the Advantex system after annexation due to the distance to serve them).
- b. A common system would require additional area and offers no real benefit or advantage. In fact, the individual system approach may be better in that the lateral fields are dispersed, providing greater area for natural filtration and the absorption of nutrients.
- c. The Advantex units will be placed at the sides of the homes, with the sanitary service line coming out from the side of the house to the unit. This is being done to facilitate future conversion to city sewer. Upon annexation, city sanitary sewer will be extended within the easement provided. The individual Advantex systems will then be abandoned/removed. The service lines from the side of the homes will then angle and extend along the lot line to the main sewer line. Disruption of yards will be minimized as 2 new services can be installed on either side of the lot line. Sheet 7 of the Preliminary Plat illustrates this.

2. The requirement of R-2 lots to have frontage on a public street

- a. The arrangement of the lots for the townhomes (postage stamp lots within a commonly owned outlot) is a very common approach. Your ordinance just does not have language for it. Our proposed arrangement functions well in that the access is at the golf course drive, thereby keeping direct access onto GW Carver at a minimum, which is favored by both county and city engineers.

3. Private Drives/ Dead End Street Length

- a. The access to the townhomes is by common private drive. Individual home will access the common private drive by typical individual *driveway*. The common private drives will not be dedicated to the county (or city upon annexation). All maintenance, including pavement repair, snow removal, etc. will be the responsibility of the homeowner's association. This again is a very common approach to townhome development for which your ordinance has no language. The drives will be 24' wide and constructed of 7" PCC. (County standards for private streets are 22' wide, 7" PCC).
- b. The common private drives are accessed from the private drive into the golf course (for which an easement will be granted) and should not be considered 'streets'.
- c. The golf course private drive access aligns with the private drive access to the church across GW Carver.
- d. Regarding snow removal, the snow can be easily pushed to the end of the drive past the last driveway.
- e. County standards state a maximum of 300' in length for a dead-end street with a hammerhead serving a maximum 6 lots, (although a cul-de-sac with a bulb can be 1,320' serving 20 lots).
- f. These private drives exceed 300'. However, this layout does not compromise emergency access in any way. All the townhomes are accessible from GW Carver and the golf course parking lot as well as from the private drive. The farthest any townhome is from GW Carver is 301'. The turn-around (hammerhead) is designed per Ames specifications.

- g. The drives are 24' feet wide

4. The 15% open space requirement

- a. **Townhomes** - The total townhome area is 5.5 acres. 15% of that is .83 acres. 1.5 acres of common space is provided.
- b. **Single-Family Lots**— The total s.f. area (including the 3 lots on 190th Street) is 12.1 acres. 15% of the total site for open space is 1.8 acres, which works out to 0.1 acre per lot.
- c. The ordinance can be interpreted to say that 15% of the entire 160 acres is required. This clearly cannot apply in this case. That is the first Alternative Compliance/clarification with regard to this issue. We contend that any calculation should be based on the single-family acreage alone. With that as a starting point, we offer the following rationale:
- d. R-2 allows a minimum lot size of 8,000 s.f. and *exists to provide open space to compensate for the small lots*. But our lots are a minimum of 3 times that size.
- e. Theoretically, if the R-2 area was to be developed at the 8,000 s.f. lot size we could get more than 34 lots, leaving allowance for additional street, odd shapes, etc. Based on this we can assume an average lot size of 10,000 s.f.
- f. To try to compare apples to apples, let's look at the submitted preliminary plat this way: The average lot size is 28,500 s.f. If we subtract the average lot size from above of 10,000 s.f. for each of the large lots, that leaves an average of 18,500 s.f. of *private* open space per lot. But let's knock that number down to allow for larger houses and outbuildings, and say 10,000 s.f. of private open space per lot. 14 lots x 10,000 = 140,000 s.f., or 3.2 acres of combined private open space, or 32% of the total site. Our contention, then is that we are providing twice the requirement of open space, but it is private. However, of that, 0.43 acres is a conservation easement which is common. On the west side of the conservation easement is an 8' shared use path. We suggest that the large amount of open space provided by each individual lot satisfies the intent of the requirement, provides area for walking, space for residents' dogs, etc., and negates the need for an additional 15%.
- g. The other consideration is that these lots are golf course oriented lots, geared towards a golf course life style. A social membership will be included with the purchase of each lot providing access to the clubhouse, pool, and tennis courts.
- h. We believe private open space of each lot plus the adjacency and access to the golf course satisfy the intent of the common open space requirement. However, we can dedicate 2.5 acres around and including the new pond at the southeast corner of the Irons Court lots to satisfy the letter of the law. See attached drawing.

5. Corner and Front Setbacks for Townhome Lots

- a. The setback for Lot 31 from GW Carver is 40', and that is shown on the plans. The setback from the lot line of the postage stamp lot is less than 25'. But that is meaningless because GW Carver is the street R.O.W. from which it should be measured, so we request alternative compliance for this.
- b. These lots are accessed from private drives, not public streets, and will remain so even after annexation. The R-2 setbacks are (or should be) specific to public streets, and should not apply to private drives. This approach to townhomes is very common.
- c. The setback for Lot 31 from GW Carver is 40', and that is shown on the plans. The setback from the lot line of the postage stamp lot is less than 25'. But that is meaningless because GW Carver is the street R.O.W. from which it should be measured, so we request alternative compliance for this.
- d. These lots are accessed from private drives, not public streets, and will remain so even after annexation. The R-2 setbacks are (or should be) specific to public streets, and should not apply to private drives. This approach to townhomes is very common.

Analysis

The rezoning of part of the property to R-2 District in 2006 was approved by the county with the goal of supporting construction of single-family and two-family dwellings meeting county requirements. An added component to consider however is the property's location within the Ames Urban Fringe Plan. This project is consistent with the residential one and two-family density goals identified in the Rural Transitional Residential area of one to 3.75 units per acre, encouraging clustering of residential sites to limit infrastructure costs, supporting City of Ames, infrastructure and annexations agreements, supporting natural resources and managing stormwater runoff and erosion identified in the Plan. The applicant and the City of Ames have spent considerable time over the last few years discussing and working out agreements in support of the proposed Major Subdivision Plat.

Alternative Compliance - County requirements – (information provided by County staff for preliminary plat review)

1. Single and two-family dwellings located in the R-2 District are required to be connected to a common sewer. Advantex septic systems are proposed.

Story County Environmental Health Staff supports the latest revisions to the proposed on-site waste water treatment systems. The review of the engineered plans for the septic systems (soils work and placement for the laterals included) is needed prior to commencing with construction of the dwellings. **Planning staff supports the use of the private onsite septic systems (Advantex) as the treatment and discharge locations are spread over several locations instead of potentially taxing a single location, Advantex systems are advanced on-site waste water treatment systems, and the design layout allows for a reasonable method of connecting to the sanitary sewer when it gets extended to the development.**

2. All new lots are required to have frontage to a public and private street. Two private drives are proposed for the two-family dwellings.

Part of the intent behind this requirement is that each property owner has their own entrance to their property. The applicant is proposing constructing a public cul-de-sac road serving the single-family dwelling lots and private drives for the two-family dwelling lots. The County's Land Development Regulations permit private streets for up to four lots. The matter of private drives for two-family dwellings is not specifically addressed in the regulations. Through the review and comment of the preliminary plat, various adjustments were made by the applicant to the lot layout. Lots 15 –18 have a rear lot line that is adjacent to George W. Carver. All lots are shown with frontage to the private drives. Sharing the access point into the property with the AGCC eliminates the need for additional accesses along George W. Carver, decreasing potential traffic hazards. ***The Planning staff supports the lot layout with the frontage shown.***

3. Public roads are required for subdivisions over four lots and hammerheads may be used for dead-end streets at maximum length of 300 feet. Private drives with stub drives for turn arounds are proposed at greater lengths than 300 feet.

The proposed cul-de-sac road for the 14 single-family lots will be a public road maintained by the property owners. The two proposed drives for the two-family dwellings will also be maintained by the property owners. The proposed north drive is approximately 582 lineal feet in length and the proposed south drive is approximately 415 lineal feet in length. The width of both private drives will be 24 feet and constructed with 7" of concrete (PCC) exceeding the county's road width standard by two feet and matching the pavement width standard. Use of the existing AGCC access to access the property is efficient as its location is established and directly across from the church access. There is an existing stop sign at the intersection of the main AGCC access with George W Carver. However, installing stop signs at the proposed new intersection of the main drive and the proposed development drives would further assist with traffic control. County Engineering Division supports the design of the proposed drives. The stub drives are designed to allow vehicles to turn around however require drivers to back up to change direction. The county's standards require a hammerhead design while additional concrete is needed, the design allows drivers to change their direction on the hammerhead without having to back onto the drive. The stub design allows for more open/green space that is planned for the septic systems. Story County Engineering support the current private drive layout design due to the shared drive access and no new access points being created along George W. Carver from the creation of the new lots. Maintenance and emergency response is not anticipated to be affected. ***The Planning staff supports the proposed drives and turn around stub drives.***

4. Major subdivisions of 10 or greater lots require a minimum 15% of the subdivision is to be dedicated or reserved as open Space for exclusive use or benefit of tenant or owner. The applicant is providing open space adjacent to both single-family and two-family dwellings. The 15% common open space requirement is supposed to provide exclusive use or benefit to property owners in the development. A homeowners association is to address maintenance and upkeep of the common area. The applicant has revised a drawing that shows an approximately 2.5 acre area containing a pond that will serve as a borrow area, storm water drainage basin and the open space. ***Planning staff support the inclusion of this space for open space that may be enjoyed by all property owners. Open space is show for the two-family dwellings. However, the intent of the minimum open space requirement is to provide space within the development designated for recreational/leisure use that may be enjoyed by all property owners for their exclusive use and benefit. Many people interested in dwellings adjacent to golf courses are primarily interested in the view of the open space, and may not necessarily be active members of the golf course.***

5. A minimum 25 feet front yard setback on corner side lots and 30 feet minimum front setback are required for two-family dwelling lots.

a. The proposed dwelling located on lot 31 does not meet the minimum 25 feet side yard setback for a corner lot. ***The revised drawing shows lot 31 meeting front yard setback requirements.***

b. The proposed two-family dwelling located on Lot 21 does not meet the minimum 25 feet side yard setback for a corner lot adjacent to the proposed private road. ***Planning staff supports***

the layout of Lot 21 as shown as it meets the front yard setback from George W. Carver and the proposed dwelling would be 30 feet from the edge of the private road.

c. The proposed two-family dwellings are not meeting the minimum 30 feet front yard setback. *Planning staff supports the layout of the two-family lots as shown as they are significant distance from the George W. Carver right-of-way and are served by a private road at a distance of approximately 25 feet from the edge of the private road.*

Commentary

The following comments are part of the official record of the proposed **The Irons Major Subdivision Final Plat, Case No. SUB02-16**. If necessary, conditions of approval may be formulated based off these comments.

The application materials were forwarded to the members of the Interagency Review Team and the following comments were received.

Story County Auditor's Department:

1. The legal description states that Parcels "M" and "N" are recorded in Slide 543, Page 2. It is actually Pages 2 and 3.
2. One of the owners is given as Mr. Properties. This is not correct. The second owner is The Irons, 506 E. 1st St., Huxley, IA 50124.

We had two comments on The Irons when we reviewed it in February and both have been addressed with this revision. It looks good to the Auditor's Office. We do not get deeds to the ROW's in rural subdivisions, there is only the statement on the face of the plat stating that road lots are to dedicated to the public for right-of-way purposes.

We currently show GW Carver and 190th as Outlots but once The Irons is recorded we will show them as dedicated streets adjacent to The Irons. They will still be easements outside the subdivision's boundaries.

Story County Attorney's Office

My opinion is that since Story County's Land Development Regulations require a letter of credit and improvement agreement prior to submission of the final plat, then that is what we require. I don't think we need to have them double their commitment, but they should add Story County as additional beneficiaries.

Story County Planning and Development Department

1. Under the document titled Declaration of Easements, section 6 indicates generally that property owners should not erect fence or other structure that is placed under, over, on, through, across within any of the easement areas without obtaining prior written consent of the City. Because the property will be located in incorporate Story County

prior to annexation, please add a reference to Story County as the County will be issuing the zoning permits.

2. Under the document titled Declaration of Easements, section 12 Amendment, please add a reference to Story County.
3. Under the Agreement for Sidewalk. It will need to be made clear to property owners about the requirement to obtain a permit from the City of Ames to construct the sidewalk on their lot within 36 months of the Final Plat approval and that no zoning permit may be obtained from Story County for a dwelling unless the permit for the sidewalk is obtained. Please add this to the note on the plat.
4. The following comments relate to the plat drawing. Explain why the golf course is identified as Lot 35 instead of an outlot.
5. Add a note referencing the streets; which are private and public and which will be publicly dedicated.
6. Regarding townhome lots; can something be done to better identify the boundary limits of the proposed roads? Also, it is not clear if the roads will be extended to all lots and whether parking spaces will be provided as shown on the Preliminary Plat.
7. Under chapter 87.09 (5A) 5 Land Development Regulations, please show building setbacks for all lots.
8. Under chapter 87.09 (5A) 8 Land Development Regulations, please show location of existing or nearest available storm sewer, sanitary sewer, water mains, culverts, gas main, electric lines and drain tiles.
9. Under chapter 87.09 (5A) 9 Land Development Regulations, please show location of existing structures, wells, and septic systems.
10. Under chapter 87.09 (5A) 10 Land Development Regulations, please provide the names of the adjacent subdivisions and property owners.
11. Under chapter 87.09 (5A) 13 Land Development Regulations, please provide the names of the emergency services (ambulance and fire, Mary Greeley & Gilbert Fire Dept.) and school districts (Gilbert).
12. Under chapter 87.09 (5B) 1 & 2 Land Development Regulations, please provide copies of signed originals.
13. Under chapter 87.09 (5B) 3 Land Development Regulations, please provide site evaluation conducted by a certified engineer or soils professional for septic systems.
14. Under chapter 87.09 (5B) 4 Land Development Regulations, please provide signed original of Development Agreement adding Story County to the document.
15. Under chapter 87.09 (5B) 5 Land Development Regulations, please provide Letter of Financial Security adding Story County to the document.
16. Submit the application for street signs and fee. The link to the application is:
<http://www.storycountyia.gov/DocumentCenter/View/4545>
17. Additional comments may follow.

1. Please revise the second note about permits for sidewalk construction. I recently learned the City of Ames does not require a permit for sidewalks. Property owners will need to follow the City of Ames specifications and standards for sidewalk construction and install

them within 36 months of Final Plat approval. No zoning permit for the dwelling will be issued by the County until the sidewalk is installed.

2. Please add to the note for Lot 35 (Without meeting County zoning and replating for that purpose.)

3. Please add to the note identifying the streets to clarify which streets will be maintained by property owners and the City.

4. Under chapter 87.09 (5A) 5 Land Development Regulations, please label the building setbacks for the bi-attached lots.

5. Under chapter 87.09 (5A) 8 Land Development Regulations, please show or provide a note about the location of existing or nearest available storm sewer and sanitary sewer.

6. Under chapter 87.09 (5A) 9 Land Development Regulations, please show location of wells.

7. Under chapter 87.09 (5B) 1 & 2 Land Development Regulations, please provide copies of signed originals.

8. Under chapter 87.09 (5B) 4 Land Development Regulations, please provide signed original of Development Agreement adding Story County to the document.

9. Under chapter 87.09 (5B) 5 Land Development Regulations, please provide Letter of Financial Security adding Story County to the document.

10. Submit the application for street signs and fee. The link to the application is:

<http://www.storycountyiowa.gov/DocumentCenter/View/4545>

Story County Environmental Health Department:

1. Individual AdvanTex units have been proposed for each lot in the Irons subdivision. Where will the laterals for tertiary treatment be located? For lots 1-14, I assume the laterals will fit in the backyards of each lot. However, for the smaller lots, numbers 15-31, this may not be the case.
2. If the discharge from the smaller lots is directed to laterals on the golf course, they would probably be plumbed together. Any system serving more than four units is considered a community system and would require a DNR permit. Plan ahead, DNR permitting is a lengthy process.
3. I have not seen any areas on the individual lots where the soil has been cordoned off and left untouched to accommodate laterals. The standards for tertiary treatment is not as strict as those for secondary treatment, but hard, compacted clay soil will NOT perc.
4. Submit detailed plans for tertiary laterals for lots 1-31.
5. Submit the soil evaluations/site reviews for the three lots on the south side of 190th Street.

Responses from developer

Item 1: Yes, laterals are planned for the rear of the yards, in all 34 lots.

Item 2: We will not be combining 4 or more units to avoid having to go thru the DNR process.

Item 3: Understood and noted.

Item 4: Again, I will not know how many laterals there will be yet until the homes are all designed and ready to submit for the septic and building permit. I am not sure why this has anything to do with the final plat?? This has always been a part of the normal building permit process and septic permit.

Item 5: Again, same, why would I have to do this now? This is not your normal process. I do not know where the home placement will be yet or how many bedrooms. It might be 2 - 3 years before those homes are even built.

I am planning on providing the normal process of doing the soil evaluation, via a 3rd party soil engineer, along with the normal septic permit, just like we have done for 15 years, just like Bella Woods, etc.

Response from Environmental Health

Thank you for the clarification of the onsite wastewater plans for the Irons. As stated, I agree with each site following the county permitting process, not the DNR's. I agree with waiting until the lot is sold (before house is built) to determine specific sizing and locations for the septic systems. I think that it will be extremely difficult to find a place large enough, that will perc for the townhome laterals.

I look forward to working with your engineer on this project.

Comments from the General Public

Notification letters were mailed to surrounding property owners within ¼ mile of the proposed subdivision including the City of Ames and Gilbert on April 22, 2016 and May 23, 2016 prior to the Planning and Zoning Commission meetings. A notification letter was also sent to surrounding property owners within ¼ mile of the proposed subdivision including the City of Ames and Gilbert on June 17, 2016. No verbal commentary was received from the general public regarding this requested Major Subdivision – Preliminary Plat. However, a letter was received from the Union Pacific Rail Road prior to the Planning and Zoning Commission meeting. The letter generally indicated the following: there is a nearby at grade rail road crossing and future planning decisions should consider that train volumes near the project may increase in the future, safety is their top priority, trespassing within their ROW is a potential concern, and noise and vibration from train movements should be communicated to future land owners.

Notification letters were mailed to surrounding property owners within ¼ mile of the proposed subdivision including the City of Ames and Gilbert on April 19, 2017 for the Final Plat.

Recommendation

The Planning and Zoning Commission recommended denial of The Irons Major Subdivision Plat – Preliminary Plat on June 1, 2016 with a 4-1 vote.

The Board of Supervisors approved The Irons Major Subdivision Plat – Preliminary Plat on June 28, 2016 with a 3-0 vote.

Alternatives

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

- 1) **The Story County Board of Supervisors recommends approval of the Major Subdivision-Final Plat, The Irons as put forth in case SUB02-16, and resolution # 17-90.**
- 2) The Story County Board of Supervisors recommends approval of the Major Subdivision-Final Plat, The Irons as put forth in case SUB02-16 and resolution # 17-90 and with conditions.
- 3) The Story County Board of Supervisors recommends denial of the Major Subdivision-Final Plat, The Irons as put forth in case SUB02-16 and resolution # 17-90.
- 4) The Story County Board of Supervisors tables the Major Subdivision-Final Plat, The Irons as put forth in case SUB02-16 and resolution # 17-90 back to the applicant and/or staff for further review and/or modifications, and directs staff to place this item on a future Board of Supervisor's agenda.

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE IRONS

Preparer Information:

Lisa R. Wilson
475 Alice's Road, Suite A
Waukee, Iowa 50263
(515) 369-2502

Taxpayer Information:

N/A

Return Document To:

Wilson Law Firm, P.C.
475 Alice's Road, Suite A
Waukee, Iowa 50263

Grantor:

The Irons, L.L.C.

Grantee:

N/A

Legal Description:

Lots One (1) through Fourteen (14), inclusive, and Outlot Z, in The Irons, an Official Plat, now included in and forming a part of the City of Ames, Story County, Iowa.

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE IRONS

THIS DECLARATION is made this ____ day of _____, 2017, by The Irons, L.L.C., an Iowa limited liability company ("**Declarant**").

RECITALS:

WHEREAS, Declarant, concurrently herewith, has subdivided, developed and platted The Irons in the City of Ames, Story County, Iowa ("The Irons"), and is the owner of Lots 1 through 14, and Outlot Z, in said The Irons (the "Lots" and "Outlot"); and

WHEREAS, Declarant is desirous of establishing certain covenants, conditions, easements and restrictions for the benefit of the owners of the Lots.

NOW, THEREFORE, Declarant hereby publishes and declares that the Lots and Outlot shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions, all of which are for the purpose of enhancing and protecting the value and attractiveness, and desirability of the Lots, and all of which shall run with the land and shall be a burden upon and a benefit to, any and all parties acquiring or owning any right, title or interest in any part of the Lots, and their heirs, successors, assigns, grantees, executors, administrators and devisees.

I. DEFINITIONS

A. "**Association**" shall mean the The Irons Owners Association, Inc., a non-profit corporation organized pursuant to Chapter 504, Revised, of the Code of Iowa, and its successors and assigns.

B. "**Board**" shall mean the Board of Directors of the Association duly elected in accordance with the Articles of Incorporation and Bylaws of the Association.

C. "**City**" shall mean the City of Ames, Iowa.

D. "**Declarant**" shall mean The Irons, L.L.C., and its successors and assigns, as to the entirety of the Lots that has not theretofore been conveyed to homebuilders or homeowners, unless the context indicates otherwise.

E. "**Lot**" shall mean and refer to Lots 1 through 14, inclusive, as shown on the recorded plat of The Irons.

F. "**Outlot**" shall mean and refer to Outlot Z as shown on the recorded plat of The Irons.

G. **"Owner"** shall mean a person the person or persons who from time to time collectively hold the entire fee title to a Lot, including sellers under executory contracts of sale (but shall not include any person or entity who holds such fee title merely as security for a loan, unless and until such person has succeeded to ownership by enforcement of its remedies under such security instruments).

H. Words and phrases in this Declaration shall be construed as in the singular or plural number, unless the context permits only one such manner.

II. DESIGNATION OF USE

The use of all Lots shall be limited to single-family residential use with not more than one single-family dwelling on each Lot, and may be developed only with other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the City of Ames Zoning Ordinance, unless such uses or structures are otherwise regulated or prohibited by this Declaration. No full-time or part-time business activity may be conducted on any Lot or in any building or structure on any Lot, except to the extent of a home occupation permitted by the City of Ames Zoning Ordinance, and except that home builders may maintain model homes during construction, and Declarant may maintain a sales office during its development and sales of the Lots in The Irons.

A. No building or structure of a temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.

B. No trailer, boat, camper, motor home, or truck rated larger than 3/4 ton or other movable or temporary structure or enclosure shall be maintained or parked on any Lot or street within public view. All overnight street parking of any vehicle is strictly prohibited.

C. No mobile home or Manufactured Homes as defined in the Code of Iowa shall be placed on or erected on any Lot.

D. No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance, either temporarily or permanently.

E. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than two dogs be maintained on any one lot at any one time. Dogs must be tied or fenced or kept in a dog run, which dog run must meet the requirements of paragraph J of Article III.

F. Any construction or earth moving on any lot(s) (whether greater or less than one acre in size) shall be in compliance with all statutes, rules and/or ordinances relating to storm water and erosion control compliance and permitting. The Owner understands and agrees that

he/she is the sole responsible permittee for the lot(s) with respect to compliance with all terms, provisions and requirements of the NPDES Storm Water Discharge Permit No. 2, the storm water pollution prevention plan which includes the lot(s) and any and all applicable storm water and/or erosion control statutes, rules and ordinances.

Each Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to: 1) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the lot(s) identified above; and/or 2) any alleged violation of any NPDES, storm water and/or erosion control statute, rule or ordinance, after the date of sale of the lot(s).

III. DESIGN AND CONSTRUCTION

A. In order to preserve the general design for the development of the whole of Ames, no structure or other improvement, or addition thereto, shall be erected upon any Lot unless the plan, design, building materials and location thereof shall have been first approved by the Declarant or such person or persons designated by the Declarant for this purpose. Approval of such plans shall not be unreasonably withheld.

B. All building structures or improvements of any kind must be completed within 12 months of the commencement date of construction; provided, however, the construction of all improvements and building structures shall be commenced no later than two years after purchase of the Lot.

C. No building shall be erected on any Lot nearer than the building setback lines as shown on the recorded plat.

D. No building or structure shall be constructed, altered or maintained on any Lot unless it has a driveway running from a street to the dwelling, which must be of sufficient area to park at least two cars entirely off the street right-of-way. All driveways shall be constructed of concrete surfacing.

E. All dwellings must be constructed with the minimum of a three-car, maximum of six-car, attached or built-in basement garage, unless otherwise approved by the Executive Committee. Side-load garages are highly recommended. No detached garages are permitted.

F. The exterior of any dwelling, garage or outbuilding located on any Lot shall be finished in an earth tone conservative color design that will blend well with the abutting subdivisions. A minimum of forty percent (40%) of the front elevation of the dwelling on each Lot shall be covered with a brick, stone veneer or stucco. All siding must be a 50-year concrete board (commonly referred to as "Hardie Plank", "James Hardie Siding" or "LP Smartside"). Steel and vinyl siding is not permitted.

In addition to the foregoing, all areas of exposed concrete, concrete block or tile foundations shall be either painted to blend with the exterior wall finishes, or covered with brick or stone veneer or the equivalent.

G. All roof material shall be slate, tile, cedar shakes, or composition shingles, unless otherwise approved by the Executive Committee. Composition shingles shall be architectural grade, with a minimum thirty-year (30) warranty. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors of the building structures.

H. All dwellings shall contain a minimum square footage of living space exclusive of attached garages, breezeways, and porches as follows:

(1) One-story dwellings must have a minimum of 1,900 square feet of finished floor area directly under roof.

(2) One and one-half story dwellings must have a minimum of 2,500 square feet of finished floor area directly under roof (main and upper floors).

(3) Two-story dwellings must have a minimum of 2,600 square feet of finished floor area directly under roof (main and upper floors).

I. Playhouses, utility buildings, storage sheds or other similar structures shall be permitted upon the approval of the Executive Committee; provided that the exterior and the roof of any such structure shall be constructed of the same material, have the same color and appearance as the residential dwelling on the same Lot and are located only in rear yards. No such structure shall be located closer than twenty feet (20') from any Lot line, unless the Declarant has specifically approved the structure and location.

J. A one foot (1') gravel strip or stone marker shall be installed as a barrier between the rear yard lot line and the conservation easement area located on Lots 1 through 7.

IV. LANDSCAPING AND FENCES

A. Within thirty (30) days of completion of the dwelling on a Lot, the Lot shall be fully sodded, except where the topography, conservancy districts, creek slopes or tree cover does not make sodding practical. If weather conditions make the time requirement for sodding impossible to comply with, Declarant shall establish a reasonable period of time for compliance. Only Outlots may be seeded in lieu of sod. Notwithstanding the foregoing, any portion of a Lot located within a conservation easement area shall be exempted from this requirement.

B. No more than five (5) trees, regardless of size or type, shall be removed from any Lot without the prior written approval of the Executive Committee. This restriction shall be cumulative as to each Owner for the entire period of time the Lot is owned.

C. Fences are not permitted upon any Lot except those installed to enclose a pool or invisible pet fencing, and shall be subject to the following:

(1) No fence shall be installed without the prior written approval of the Executive Committee.

(2) No fence shall be constructed forward of the dwelling's back building line and shall not be constructed within a drainage easement area without the prior written consent of the Association.

(3) Pool fences shall be constructed of black, ornamental materials only and must be landscaped and screened with shrubs and bushes as approved by the Executive Committee.

(4) No fence shall be located within a conservation easement area.

V. SATELLITE DISHES, ANTENNAS, POLES

A. Satellite dishes or parabolic devices in excess of twenty inches (20") in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dish or parabolic device shall be mounted on the rear elevation of the dwelling or garage, or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.

B. No exterior towers or antennae of any kind shall be constructed, modified or permitted on the ground of any Lot or on any dwelling, garage or other permitted structure. All antennae shall be concealed with the attic space of the dwelling or garage.

C. No light pole shall be used or placed upon any Lot that extends more than ten feet (10') above grade, except those to light a tennis court. All light poles shall be of a residential design and shall be positioned on a Lot in a manner that will avoid direct lighting onto adjoining Lots. In no event shall a light pole be located any closer than twenty feet (20') from any property line.

VI. MISCELLANEOUS RESTRICTIONS

A. No sign of any kind or description shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except: (i) street markers, traffic signs and other signs displayed by the City or other governmental units; (ii) signs which have been approved by the Declarant or its authorized agent not exceeding 144 square inches in area upon which there shall only be exhibited the street number or name, or both, of the resident; and (iii) a customary sign (one per Lot) advertising a dwelling for sale, not exceeding 1296 square inches in area. In the event that any sign, other than those described above, shall be placed or exposed to view on any of the Lots restricted hereby, the officers or agents of the Declarant are hereby given the right to enter upon those Lots and remove said signs. Real estate signs by the Declarant will be permitted until such development is completed. Declarant reserves the right to install

entrance and directional signs with respect to The Irons, at locations and of design determined by the Declarant, and in a manner consistent with the ordinances of the City.

B. No trash receptacles, garbage cans or recycling bins shall be permitted to be placed outside a dwelling or garage except as is necessary for regular collection.

C. Only below-ground swimming pools shall be permitted on a Lot, which shall be located in the rear yard and shall be screened by a fence (if required by the City and approved by the Executive Committee) or hedges. No above-ground swimming pools are allowed.

D. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground. No private wells shall be permitted on any Lot. All septic systems shall be maintained in accordance with all State of Iowa and Story County regulations.

E. The use of phosphorous fertilizer on any Lot is strictly prohibited.

VII. EASEMENTS

A. Certain perpetual easements are reserved as shown on the recorded plat of The Irons, and/or as may be granted to the City by the Declarant and filed of record in the Office of the Story County Recorder. The owner or occupant of a Lot shall, at their own expense, keep and preserve that portion of the easement within their Lot in good repair and condition, and shall neither erect nor permit erection of any building, structure or fences of any kind within the easement which might interfere in any way with the use of such easement.

B. Declarant hereby grants to the Association, for and on behalf of the Owners of all Lots within The Irons, the following permanent easement:

(1) An easement for the purpose of installing, maintaining, repairing and replacing the private right-of-way over, under and through Irons Court and Stange Road.

VIII. SIDEWALKS

The purchaser of a Lot shall, at the purchaser's expense, install public sidewalks in accordance with specifications of the City upon the earlier of the date the dwelling is built upon the Lot or within one year of purchase of the Lot from the Declarant.

IX. MAINTENANCE OF LOTS AND SURFACE WATER

A. The owner or person in possession of each Lot, whether vacant or improved, shall keep the same well maintained, groomed and mowed, free of uncut weeds, rubbish, garbage and debris. Damaged or dead trees and shrubbery will be trimmed out or removed. Failing this, the Owner agrees that upon receipt of written notice from the Declarant to mow or cut such

vegetation, trim or remove damaged trees or shrubbery, and/or remove such debris within ten (10) days, the Owner will be subject to a combination of remedies recognized at law or equity.

B. Vegetation in conservancy easements, flowage easements, creek channels, drainage ways and/or timbered areas shall not become overgrown with weeds, but may be planted in ground-cover species appropriate to the topography and land form.

C. The topography of The Irons is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to such easements as may exist for the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time, and all Owners shall have such rights and obligations with respect thereto as may be provided by such law.

ARTICLE X. THE IRONS OWNERS ASSOCIATION

A. Duties of the Association. The Association, through its Board of Directors, shall have the right, power and authority to provide for the enforcement of this Declaration; to perform all maintenance, repair, reconstruction, restoration, and replacement of the improvements made by the Declarant within the easement areas pursuant to Article VII, including but not limited to the conservation easements located on Lots 1 through 7, or any other common area owned or controlled by the Association; to perform all maintenance, repair, reconstruction, restoration, and replacement of any storm water detention areas owned or controlled by the Association, including Outlot Z; to perform all maintenance, repair, reconstruction, restoration and replacement of Irons Court and Stange Road; to perform all maintenance, repair, reconstruction, restoration and replacement of any fencing in common areas owned or controlled by the Association; to levy, collect, and have jurisdiction, control and possession of assessments as hereinafter provided; and, to enter into contracts, including contracts for insurance, as may be necessary or desirable to carry out the provisions of this Declaration.

B. Membership and Voting Rights.

(1) Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to the ownership of a Lot and shall be indivisible from such ownership. Ownership of a Lot shall be the sole qualification for membership.

(2) There shall be appurtenant to each Lot one vote in the Association. When more than one person holds an interest in any such Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall the vote be split with respect to any such Lot. In the event that the owners of a Lot fail to determine how to cast any vote, no vote shall be cast for said Lot.

NOTWITHSTANDING THE ABOVE, THE DECLARANT SHALL BE THE SOLE VOTING MEMBER OF THE ASSOCIATION UNTIL SUCH TIME AS DECLARANT NO LONGER OWNS ANY LOT OR UNTIL THE DECLARANT WAIVES THE RIGHT

TO BE SOLE VOTING MEMBER, WHICHEVER FIRST OCCURS. SO LONG AS DECLARANT IS THE SOLE VOTING MEMBER OF THE ASSOCIATION, DECLARANT SHALL HAVE THE RIGHT TO ELECT ALL MEMBERS OF THE BOARD.

(3) The Association shall suspend the voting rights of a member for a period during which any assessment against said member's Lot remains unpaid.

C. Board of Directors. The Board of Directors shall manage the affairs of the Association. The members of the Association entitled to vote shall elect the Board of Directors of the Association as prescribed by the Association's Bylaws.

D. Assessments.

(1) Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association assessments as provided in this Declaration. The assessments levied by the Association and any other charges against the Owner of a Lot set forth elsewhere in this Declaration, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or charge is made senior to all liens except the first mortgage of record, any ad valorem taxes, and any special assessments levied by the City. Such assessment or charge, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment or charge fell due. The personal obligation for delinquent assessments or charges shall not pass to said Owner's successor in title unless expressly assumed by them.

(2) The assessments levied by the Association shall be used exclusively to carry out the duties of the Association as set forth above, including, but not limited to, payment of legal liabilities or obligations of the Association and all fees, costs, expenses and attorney fees in connection therewith.

(3) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment to an Owner shall be \$1,200.00. The first annual assessment will be collected at closing on the Lot. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than forty percent (40%) above the assessment rate for the previous year without a vote of the membership of the Association.

(4) The Association may levy a special assessment if necessary to finance or perform any of its stated duties under this Declaration, provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose.

(5) Written notice of any meeting called for the purpose of taking any action authorized above shall be sent to all members not less than five (5) days no more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(6) The general annual assessment provided for in paragraph 3 above, shall commence as to each respective Lot on the first day of the month following the conveyance by the Declarant of a Lot, and shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of such general annual assessments at least thirty (30) days in advance of each annual assessment period. Written notice of such assessments shall be sent to every member of the Association subject thereto. The due dates shall be established by the Board of Directors of the Association, and the general annual assessments may be collected in equal annual, semi-annual, quarterly, or monthly installments at the discretion of the Board of Directors.

NOTWITHSTANDING ANYTHING IN THIS DECLARATION TO THE CONTRARY, LOTS OWNED BY THE DECLARANT THAT DO NOT HAVE A COMPLETED DWELLING CONSTRUCTED THEREON SHALL BE EXEMPT FROM THE ASSESSMENTS DESCRIBED HEREIN.

(7) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided, unless the assessment by its own terms provides for payment in monthly, quarterly or semi-annual installments, in which case each such payment shall be due as stated in such notice. From and after the date when said payment is due, it shall bear interest at the rate of twenty percent (20%) per annum or at the highest rate allowed by Iowa law, whichever is higher, until paid. Such payment and interest shall constitute a lien upon the Lot, and said lien shall continue in full force and effect until the assessment is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Board may, in addition, execute and acknowledge with respect to any Lot and cause same to be recorded in the Recorder's Office for Story County, Iowa, and the Board may, upon payment, cancel or release any assessable property from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at expense of the Owner of the property affected) a release of such assessment with respect to any Lot affected. Notwithstanding any other provision herein, the Association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose the lien against the Lot in the manner provided for foreclosure of a mortgage, or both, there shall be added to the amount of such assessment, the cost of preparation, and filing the petition in such action including reasonable attorney's fees.

(8) If any Lot subject to a lien created by this Declaration shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by this Declaration shall not

operate to affect or impair the lien of such mortgage; and (ii) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of the foreclosure by the mortgagee, shall not operate to affect or impair the lien except the liens for assessments, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of the sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of the deed in lieu of foreclosure. Such assessments shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of the lien of such assessments. All such assessments shall be deemed to be an expense of the Association, and the Association shall have the right to collect said sums from the defaulting Owner personally.

(9) The Association shall, upon request, and for a reasonable charge, furnish a statement signed by an authorized representative of the Association setting forth whether the assessments owing by a member have been paid. A properly executed statement of the Association as to the status of assessments is binding upon the Association as of the date of its issuance.

XI. EXECUTIVE COMMITTEE

A. Establishment/Function

The Declarant's Executive Committee (the "Executive Committee") is hereby established. The Executive Committee shall consist of the Manager or Managers of the Declarant or the designee (s) of such Manager or Managers. The functions of the Committee shall be to interpret and apply these Covenants, Conditions, Easements and Restrictions and to review building and landscaping plans as described below in Article XII during the time that property is being developed. These Covenants, Conditions, Easements and Restrictions may also be enforced by the Homeowners' Association or any affected Lot Owner.

B. Meetings, Quorum and Vote

The Executive Committee shall meet at a reasonably convenient time and place within ten (10) days after receiving the request of any interested party. One-half of the members of the Committee shall constitute a quorum. A majority vote of the Executive Committee members present (assuming a quorum present) shall be sufficient for Committee action and decision.

C. Election of Replacement Committee

If the Executive Committee should be discontinued, regarding the property, Declarant shall designate a successor entity to carry out the duties of the Executive Committee, but only with respect to the property described in this Declaration.

D. Executive Committee Procedure

(1) Design review by the Executive Committee is intended to protect and enhance the distinctive character and natural attractiveness of The Irons area. All buildings, structures or appurtenances thereto, including landscaping, to be erected, constructed, established, altered or enlarged within the property must be reviewed and approved by the Executive Committee as described below in Article XII.

(2) The Executive Committee shall consider and approve or disapprove the materials required to be submitted pursuant to these Covenants, Conditions, Easements and Restrictions.

(3) Prior to change of any building's exterior character by remodeling or alteration, the Owner, or his or her designated agent, shall secure the written approval of the Executive Committee.

XII. REVIEW AND APPROVAL OF PLANS

A. Plans and Specifications to be Submitted for Approval.

(1) Final site plan documents drawn to scale outlining the following must be submitted to the Executive Committee for review and approval prior to the commencement of any construction on a Lot:

- (a) Property legal description with scale and arrow on plan showing North;
- (b) Building locations including setback dimensions;
- (c) Driveways and sidewalks;
- (d) Special features, such as fencing, lighting, underground utilities and mechanical equipment;
- (e) Contour lines or slope of draining;
- (f) Landscaping plan, submitted prior to installations;
- (g) Size, height, type and color of any sign; and
- (h) Parking areas, points of access, as well as any easements for access and means of screening.

(2) Final building plans and specifications outlining the following must be submitted to the Executive Committee for review and approval prior to the commencement of any construction on a Lot:

- (a) Floor plans, exterior elevations and sections;
- (b) Square footage of buildings;
- (c) Exterior colors and material samples for exposed exterior materials; and
- (d) Perspective rendering or photo, if available.

XIII. COVENANT ENFORCEMENT/GENERAL PROVISIONS

A. Penalties

In addition to the remedies described below in Paragraph B or elsewhere in this Declaration, the Association is hereby authorized to levy against any Lot in violation of this Declaration of Covenants, Conditions, Easements and Restrictions an assessment penalty not to exceed \$100 for each day a violation of this Declaration continues beyond thirty (30) days after notice of a violation has been given by the Association to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing in by personal service. If the Owner of the Lot cannot be located after a diligent search or inquiry, the Association shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in Story County, Iowa. If the Owner has not fully complied with the terms of this Declaration within thirty (30) days after receiving notice, or thirty (30) days after second publication of notice, the Association shall have the authority to levy an assessment penalty as described herein. This assessment shall be a lien on the Lot and shall have the same status as any other assessment levied by the Association. Any Lot Owner objecting to the notice of violation shall have the right within thirty (30) days of receiving notice to request a hearing before the Association Board of Directors. Assessment of the penalty shall be stayed pending a hearing and final decision by the Association Board of Directors.

B. Specific Enforcement of Restrictions

All Owners of Lot covenant and agree, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, that monetary damages may not provide adequate compensation for the breach of the restrictions and covenants contained in this Declaration and that this Declaration may be specifically enforced by Declarant, the City, the Board, or an adversely affected Lot Owner.

C. Attorney's Fees

In the event it shall be necessary to secure the services of an attorney to enforce the provisions of this Declaration, then the fee of such attorney, and all other costs in connection with the enforcement of this Declaration shall be the obligation of the Owner of the Lot which is

the subject of such enforcement action, unless such Owner is found not to have violated any provision of this Declaration.

D. Covenants Binding and Running with The Land.

Each of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of Declarant, the Association, and the Owners of each Lot, and their successors and assigns and all parties and persons claiming under any of them, and shall be deemed covenants that run with the land, and shall continue for the applicable periods specified in this Declaration.

It is the intent that, notwithstanding anything in the Code of Iowa to the contrary, all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be covenants running with the land for the full period specified in this Declaration without further action by either Declarant, the Association, or any Owner of any Lot in The Irons. However, in the event that Section 614.24 of the Code Iowa, as the same may be amended or replaced, may require that a verified claim be filed in the Office of the Recorder for Story County, Iowa prior to the twenty-first anniversary of the date of this Declaration or the twenty-first anniversary of the last filing of such verified claim in order to continue all or some of the covenants of this Declaration, including, but not limited to, any covenant, term, provision or restriction that is or may be considered a use restriction, reversion or right of reverter, in effect throughout the applicable periods specified in this Declaration, then:

(1) the Association, or any or all of the Owners of the Lots, acting jointly or severally, shall file all verified claims necessary to keep all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration;

(2) a verified claim filed by the Association or any Owner of a Lot in The Irons shall be valid and binding upon the Association and all the then Owners of Lots in The Irons, and their successors and assigns, with the same effect as if executed by all such persons, and in order to facilitate filing of any verified claim required to so continue all or any of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration in full force and effect, the Association and each Owner of a Lot is hereby irrevocably appointed the attorney-in-fact for all of the other Interested Parties for the purpose of filing any such verified claim.

E. Duration.

Any easements granted in or pursuant to this Declaration, and any other provisions of this Declaration to the extent applicable to such easements, and any other covenants, indentures, restrictions and reservations of this Declaration that are reasonably or necessarily incidental to the benefit or burden of such easement rights, including any rights of assessment or for liens for

the payment of costs associated therewith, shall continue in perpetuity, unless sooner modified or terminated as provided in this Declaration.

Except as provided in the preceding paragraphs of this Article, the covenants, conditions, restrictions and easements in this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-one years after the date they are recorded in the Story County Recorder's Office, unless sooner modified or terminated as provided in paragraph D of this Article.

F. Amendment of This Declaration

This Declaration may be amended in writing by an instrument signed and filed of record in the Office of the Polk County, Iowa Recorder, by at least fifty-one percent (51%) of the Lot owners, if the Declarant does not own a Lot. Notwithstanding the foregoing, the Declarant retains the sole right to amend this Declaration for any reason so long as Declarant has an ownership interest in any Lot.

G. Severability

In the event any provision of this Declaration is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Declaration shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Declaration is invalid, illegal or unenforceable as written or applied, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written or applied and shall be construed and enforced as so limited.

H. Captions

The captions of the articles, sections and any paragraphs, of this Declaration, or the lack thereof, are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.

ARTICLE XIV. ANNEXATION AND REMOVAL OF LAND

A. Additional Common Area

Declarant shall have the right at any time to convey additional Common Area to the Association or to add additional association responsibility elements. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to convey additional common area to the Association in the future. The Association shall be obligated to accept any additional common area so conveyed by Declarant and to hold and maintain the additional common areas pursuant to the terms of this Declaration.

B. Additional Land

Declarant shall have the irrevocable right to subject additional land to the terms of this at any time in the future without the consent of the Association. The additional land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the additional land shall automatically become members of the Association in the same manner as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the Recorder of Story County, Iowa. No approval of the Association or any other person shall be necessary.

C. Removal of Land

Declarant shall have the right now and in the future to remove any portion of the property from the operation of this Declaration. Declarant shall signify this removal by filing an amendment to this Declaration with the Recorder of Story County, Iowa. No approval of the Association or any other person shall be necessary.

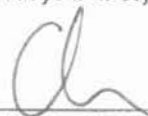
XV. RIGHT OF FIRST REFUSAL/BUILDER EXCLUSIVITY

Bella Homes, LLC shall be the sole and exclusive home builder in The Irons. Each Owner of a Lot by acceptance of a deed therefor, and whether or not it shall be so expressed in such deed, is deemed to covenant and agree to use Bella Homes, LLC as his/her builder. In the event said parties shall be unable to reach a construction agreement acceptable to both parties, the Owner of the Lot shall either (i) obtain a written waiver from Bella Homes, LLC waiving its rights as the exclusive builder as to that specific Lot or (ii) convey the Lot to Bella Homes, LLC for the same purchase price (excluding fees and costs) as originally paid by the Owner of the Lot. Until such time as the initial dwelling and related improvements have been constructed on any given Lot purchased from the Declarant, Bella Homes, LLC shall have a first right of refusal to purchase lots in The Irons.

Dated this 20 day of April, 2017.

THE IRONS, L.L.C., DECLARANT

By: _____


Chris Gardner, Manager

STATE OF IOWA)
) ss:
COUNTY OF Stony)

This instrument was acknowledged before me on this 20th day of April,
2016, by Chris Gardner, Manager of The Irons, L.L.C.



Jill D. Smith
Notary Public in and for the State of Iowa

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS FOR THE IRONS TOWNHOMES**

Preparer Information:

Lisa R. Wilson
475 Alice's Road, Suite A
Waukee, Iowa 50263
(515) 369-2502

Taxpayer Information:

N/A

Return Document To:

Wilson Law Firm, P.C.
475 Alice's Road, Suite A
Waukee, Iowa 50263

Grantor:

The Irons, L.L.C.

Grantee:

N/A

Legal Description:

Lots 15 through 31, inclusive, and Outlots X and Y, in The Irons, an Official Plat, Story County, Iowa.

Document or instrument number of previously recorded documents:

N/A

**DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
THE IRONS TOWNHOMES**

THIS DECLARATION, made on the date hereinafter set forth by The Irons, L.L.C., an Iowa limited liability company, with its principal place of business in Story County, Iowa, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Story County, Iowa, to be known as The Irons Townhomes, which is more particularly described as Lots 15 through 31, inclusive, and Outlots X and Y, in The Irons, an Official Plat, Story County, Iowa (the "Properties").

NOW THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. DEFINITIONS.

A. "Association" shall mean and refer to The Irons Townhomes Owners Association, Inc., its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 Revised of the Code of Iowa.

B. "Association Responsibility Elements" shall mean the following, whether located upon a Townhome Lot or upon the Common Area:

- (1) The exterior surface of the Buildings upon a Townhome Lot, excluding windows, doors, patios and decks.
- (2) The structural portion of the Building upon a Townhome Lot.
- (3) The roof, gutters, downspouts, and foundations of the Buildings upon a Townhome Lot.
- (4) Any common wall between residential or garage structures upon Townhome Lots, except the interior surfaces thereof.
- (5) The yard surrounding the residential or garage structure upon a Townhome Lot, except for trees and shrubbery.
- (6) Streets, driveways and sidewalks upon a Townhome Lot or the Common Area.

(7) Conduits, ducts, plumbing, wiring, pipes and other facilities within the attic or basement of a residential or garage structure which are carrying any service to more than one Townhome Lot.

(8) The Common Area, including but not limited to, the clubhouse, basketball court, playground, any private storm and sanitary sewers, private water mains and storm water drainage and detention areas located thereon, Outlots X and Y.

(9) Landscaping sprinkler system, if any.

(10) The clubhouse, basketball court and playground shall be considered a common element to be used by all Owners and guests for recreational purposes or for any other purpose as set forth in the rules and regulations adopted by the Association. The cost of any maintenance, repair, or replacement of said common areas shall be assessed in equal shares against all Members in the Association.

(11) Conservation easement areas located on Lots 15 through 18, 22 and 31.

C. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

D. "Building" shall mean and refer to any single-family attached or detached dwelling unit that may be constructed on a Townhome Lot or a part of more than one Townhome Lot, and shall include any attached garage.

E. "Common Area" shall mean all real property (including the improvements thereto) owned or controlled by the Association for the common use and enjoyment of the Owners. Common Area to be owned initially by the Association is described as:

Outlots X and Y in The Irons, an Official Plat, now included in and forming a part of the City of Ames, Story County, Iowa; together with the improvements located thereon and also including, but not limited to, drives, streets, landscaping, detention areas, project and street signs and sprinkler systems.

F. "Declarant" shall mean and refer to The Irons, L.L.C., an Iowa limited liability company and its successors-in-interest and assigns.

G. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions to which the Properties are subject, as the same may be amended from time to time.

H. "Federal Mortgage Agencies" shall mean and refer to those federal agencies who have or may come to have an interest in the Properties, or any

portion thereof, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation, or successors to their interest.

I. "Living Unit" shall mean and refer to any portion of a Building situated upon a Townhome Lot and designed and intended for use and occupancy as a resident by a single family or individual.

J. "Townhome Lot" shall mean and refer to the lots numbered 15 through 31, as shown on the recorded plat of the Properties and any additional lots within The Irons which may later be brought within the jurisdiction of the Association and the Declaration, but does not include the Common Areas. With respect to any single-family portion of any Building that may be constructed on a part of more than one of such lots, "Townhome Lot" shall mean and refer to the real estate conveyed in connection with such dwelling unit.

K. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association and the Bylaws of the Association.

L. "Owner" shall mean refer to the record owner, whether one or more persons or entities, including the Declarant, of a fee simple title to any Townhome Lot, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by provision or operation of law. A vendee in possession under a recorded contract of sale of a Townhome Lot shall be deemed the owner of the Townhome Lot.

M. "Properties" shall mean and refer to that certain real property described above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

2. PROPERTY RIGHTS IN COMMON AREAS.

A. Management and Maintenance by the Association

The Association, subject to the rights of the Owners as set forth in the Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners, of the Common Area conveyed to it and all improvements thereon, and the Association Responsibility Elements and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management.

No person other than the Owner of a Townhome Lot and his invitees shall have the right to enter upon, use or affect an Association Responsibility Element located within a Townhome Lot, except that the Association and its designates may enter upon and within a Townhome Lot and the Buildings and Living Unit located thereon at reasonable times for the following purposes:

(1) Installation, repair, removal, replacement, maintenance or inspection of an Association Responsibility Element.

(2) Enforcement of any provision of this Declaration or the Articles of Incorporation or the By-Laws of the Association.

(3) Mowing and maintenance of grass and landscaped areas.

In the event that the need for maintenance, replacement or repair of any portion of the Common Area, the improvements thereon, or of any Association Responsibility Elements is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests or invitees of an Owner, the cost of such maintenance, replacement or repair shall be added to and become part of the assessment to which the Owner is subject and a lien upon the Townhome Lot and Living Unit of such Owner and shall become due and payable upon demand.

B. Owner's Easement and Right of Enjoyment.

Every Owner of a Townhome Lot shall have a right and easement of enjoyment in and to the Common Area which rights may be delegated to family members, lessees and guests of every Owner (subject to any reasonable and non-discriminatory rules and regulations which may be enacted by the Association), which shall be appurtenant to and shall pass with the title to every Townhome Lot, subject to the following provisions:

(1) The right of the Association to suspend the voting rights of the Owner for any period during which any assessment against his Townhome Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations; provided, however, that nothing contained in this paragraph shall be deemed to deny an Owner access to and from his Townhome Lot.

(2) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the Members has been recorded.

(3) The right and obligation of the Association to maintain sewer and other underground utilities located within the Properties.

(4) The right of the Declarant or the Association to designate, establish, grant, dedicate, install and/or maintain utility and drainage easements within the Common Area;

(5) The right of Declarant or the Association to provide in the Common Area, landscaping, outdoor furniture and recreational equipment, signs, decorative structures and necessary appurtenant utilities;

(6) The provisions of this Declaration and of Rules and Regulations promulgated and published by the Association's Board of Directors, the Articles of Incorporation and Bylaws and those accompanying the Declaration; and

(7) The right of the Association to mortgage any or all of the Common Area with the assent of two-thirds (2/3rds) of the votes of the Members.

C. Title to Common Area.

The Declarant hereby covenants for itself, its successors and assigns, that it shall convey to the Association the fee title to all Common Area, free and clear of all mechanic's liens or any liens or encumbrances whatsoever except covenants, easements, conditions and restrictions created by this Declaration, or granted to the City of Ames, Iowa. The transfer of title to the Common Area shall be accomplished on or before the recorded conveyance of the first Lot by the Declarant.

Until the construction work on all Living Units within the Properties, and appurtenant improvements incidental to said Living Units, is completed, Declarant or its assignee shall have the right to enter upon the Common Area, any Townhome Lot or Living Unit for the purpose of completing such work and performing under applicable guarantees.

D. Use of the Common Area.

The Common Area shall be used strictly in accordance with the provisions of the Declaration. No Owner shall obstruct or interfere whatsoever with the rights and privileges of other Owners or the Association in the Common Area, and nothing shall be planted, altered, constructed upon, or removed from the Common Area, except by prior written consent of the Association. If an Owner violates this section, the Association shall have the right to restore the Common Area to the prior condition and charge and assess the cost thereof against the Owner who violates this section and such cost shall become a special assessment and a lien upon the Townhome Lot and Living Unit of such Owner and shall become due and payable upon demand. The Association shall have the same rights and powers to collect the cost of such restoration as provided in Article 4 for the collection of delinquent assessments. If an Owner interferes with the rights and privileges of another Owner in the use of the Common Area, the Association or the offended Owner may commence an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable

attorneys' fees as the Court may allow together with all necessary costs and disbursements incurred in connection therewith.

E. Duration.

The Common Area as described in Section 1(E), shall not be changed and shall continue in perpetuity except by approval of all members of the Association, subject to the provisions for dedication or transfer in Section B(2) above and the right to mortgage in Section B(7) above.

3. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

A. Membership.

Every owner of a Townhome Lot which is subject to assessment shall be a member of the Association and entitled to one vote in the affairs of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Townhome Lot which is subject to assessment. Ownership of a Townhome Lot shall be the sole qualification for membership.

When more than one person holds an interest in any Townhome Lot, all such persons shall be members. However, the vote for such Townhome Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Townhome Lot.

B. Designation of Association Directors.

Subject to Section 16(D), Developer shall have the right to name all members of the Board of Directors of the Association until the Declarant no longer owns an interest in any Lot. Thereafter, the Board of Directors shall be selected in the manner specified in the Bylaws of the Association.

4. COVENANT FOR ASSESSMENTS.

A. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Townhome Lot owned within the Properties, hereby covenants, and each Owner of any Townhome Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, payable in monthly installments, and (2) special assessments for capital improvements and operating deficits, and other special assessments as provided in this Declaration; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Townhome Lot against which each such assessment is made senior to all liens except a first mortgage of record and any ad valorem taxes. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also

be the personal obligation of the person who was the Owner of such Townhome Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

B. Purpose of Assessments:

The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area (including snow removal) and the Living Units upon Townhome Lots and for other purposes specifically provided herein. In addition, the annual assessment shall include repayment of sums advanced by the Declarant on behalf of the Association.

C. Maximum Annual Assessment:

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for each Unit Owner shall be One Thousand Two Hundred Dollars (\$1,200.00) per Lot, payable at the monthly rate of \$100.00.

- (1) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year not more than 40% above the maximum assessment for the previous year without a vote of the membership.
- (2) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 40% by a vote of a majority of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (3) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum.
- (4) A portion of such annual assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Area, the building exteriors or of any capital improvements which the Association is required to maintain. As long as the Declarant owns any Townhome Lot, at closing on any sale or transfer of Declarant's Lots, the Declarant shall collect from the prospective Lot Owner an amount equal to two months of assessments for each Lot. Once all of the Townhome Lots have been sold by the Declarant, then the Association shall collect such funds.

D. Special Assessments for Capital Improvements and Operating Deficits.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, which the Association is required to maintain, or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

E. Notice and Quorum for an Action Authorized under Sections C and D

Written notice of any meeting called for the purpose of taking any action authorized under Sections C or D shall be sent to all members not less than thirty (30) days, no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

F. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Townhome Lots and may be collected on a monthly basis.

G. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Townhome Lots in any phase on the first day of the first month following the date of conveyance of the Common Area pertaining to that phase. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Townhome Lot at least thirty (30) days in advance of each annual assessment period. The annual assessments for each Townhome Lot sold by the Declarant to a third party shall become the obligation of the new Owner upon the closing of the purchase. Subsequent monthly installments of such assessments shall be paid by the new owner beginning on the first day of the month immediately following the closing of the purchase, and shall be payable to the Association until the Declarant gives further notice as to whom such assessments are to be paid. The Board of Directors may, upon reasonable notice to the Owners of Townhome Lots, change the due dates upon which monthly

assessments shall be payable. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified Townhome Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Townhome Lot shall be binding upon the Association as of the date of its issuance.

H. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 15% per annum or at the highest rate allowed by Iowa law, whichever is higher. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Townhome Lot in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, including reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Townhome Lot.

I. Subordination of Assessments Liens.

If any Townhome Lot subject to a lien created by any provision in this Declaration shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such mortgage; and (ii) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of the foreclosure by the mortgagee, shall not operate to affect or impair the lien except that assessment liens, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of assessments, if any, that have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure. All assessment liens as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure and have not been paid shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting owner personally.

J. Declarant Exempt From Assessments.

Notwithstanding anything in this Declaration to the contrary, Townhome Lots or Living Units owned by the Declarant shall be exempt from the assessments described in this Section 4 or elsewhere herein.

5. DECLARANT'S RIGHTS.

A. Use Of And Entry Upon Townhome Lots.

Declarant reserves the right to use any of the Townhome Lots as models and to sell, assign, or conduct other businesses in connection with the construction and development of the project from any of such Townhome Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain models, erect signs, maintain an office, staff the office with employees, and to show Townhome Lots then unsold. Declarant retains the right to be considered an Owner of any Townhome Lot that remains unsold. Declarant also reserves the right to make changes in the location or manner of construction of Buildings and other improvements. Declarant reserves the right to enter upon and within any Living Unit, Townhome Lot, and Common Area in connection with any construction activity.

B. Common Area Landscaping.

Declarant reserves the right and is hereby vested with the sole control over all Common Area landscaping, plantings and the like. Declarant shall have the right to change the plantings and other landscaping elements within the Common Area from time to time in its sole discretion.

6. MAINTENANCE OF TOWNHOME LOTS.

A. Maintenance by Owners of Townhome Lots.

The Owner of each Townhome Lot shall furnish and be responsible for, at his own expense, all maintenance, and repairs of his Townhome Lot and all structures, improvements and equipment located thereon, except for the Association Responsibility Elements. Specifically, the Owner shall be responsible for decorating and replacements within his Living Unit, including the heating and air conditioning systems and any partitions and interior walls. He shall be responsible for the maintenance, repair and replacement of all windows in his Living Unit, the doors leading into the Living Unit, all decks and patios attached to or adjacent to his Living Unit, all windows, doors and interior surfaces of his garage and any and all other maintenance, repair, and replacements of the improvements on his Townhome Lot unless otherwise provided herein.

B. Maintenance Obligations of Association.

In addition to maintenance of the Common Areas and any improvements located thereon, the Association shall provide all maintenance, repair and replacement of the Association Responsibility Elements.

C. Responsibility for Willful or Negligent Acts.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessments to which such Townhome Lot is subject.

D. Snow Removal.

The Association shall be responsible for snow removal from the streets, driveways and walkways in the Common Area. Unless and until otherwise determined by the Board of Directors of the Association, the Association shall be responsible for snow removal from all Townhome Lots and from the driveway servicing each Townhome Lot, including any portions of the driveways within the Common Area, serving the Townhome Lots.

7. INSURANCE AND INSURANCE ASSESSMENT FOR TOWNHOME LOTS

A. Insurance and Insurance Assessment.

In addition to the annual assessments and the special assessments for capital improvements, the Association may levy assessments for insurance purchased by the Association. The Association shall obtain liability and casualty insurance for the Common Area and any other real or personal property owned by the Association, and for the Association Responsibility Elements. The casualty insurance shall be "all risk" coverage for 100% of the insurable value of the fixtures and improvements in the Common Areas, or which are included in the Association Responsibility Elements or otherwise owned by the Association, providing for loss or damage settlement on a replacement cost basis. The insurance coverage obtained by the Association shall be written in the name of and the proceeds thereof shall be payable to the Association. Unless otherwise determined by the Board of Directors of the Association, each Owner of a Townhome Lot shall be responsible for obtaining homeowner's liability insurance and casualty insurance for property which is not part of the Association Responsibility Elements from insurers approved by the Board of Directors of the Association; the Board of Directors may require an Owner's casualty insurance to be obtained from the same insurer as the insurer under the Association's casualty insurance for the Association Responsibility Elements. All insurers must be authorized to conduct business in the State of Iowa. In the event of casualty loss, the Association shall be responsible for repair and restoration of the Common Area and Association Responsibility Elements, and the Owner shall be responsible for repair and restoration of all other portions of the buildings and

improvements upon his Townhome Lot, except to the extent that the Board of Directors of the Association has determined to obtain casualty insurance for such portions which are not part of the Association Responsibility Elements in which case the Association shall apply any insurance proceeds received for such portions to such repair and restoration of such portions. If the insurance proceeds of the insurance obtained by the Association is insufficient to cover the costs of repair or replacement of the insured property damaged or destroyed, the Association shall make a reconstruction assessment against all Townhome Lots Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds.

B. Distribution to Mortgagee.

In no event shall any distribution of insurance proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance. In such event, any remittances shall be to the Owner and his mortgagee jointly.

C. No Limitation.

This Article shall not limit the right of the Association to purchase insurance for the Common Area and make assessments therefor.

D. Annual Review of Policies.

All insurance policies acquired by the Association shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

8. EASEMENTS AND ENCROACHMENTS.

A. General Easements.

Each Townhome Lot shall be subject to the following easements in favor of the Association and the other Owners of Townhome Lots:

(1) Every portion of a structure upon a Townhome Lot which contributes to the support of any structure not on the same Townhome Lot is burdened with an easement of such support.

(2) Each Townhome Lot is burdened with an easement through the Townhome Lot and through the attic and basement of any structure thereon for conduits, ducts, plumbing, wiring, pipes and other facilities for the furnishing of utilities and services to other Townhome Lots, including the location of utility meters on one Townhome Lot for the service to other Townhome Lots.

(3) Each Townhome Lot is burdened with an easement of ingress and egress for construction, maintenance, repair and replacement of Association Responsibility Elements by the Association and the Declarant.

(4) Each Townhome Lot is burdened with an easement for surface drainage for the benefit of all other Townhome Lots and the Common Area.

(5) Each lot is burdened with encroachment easement for minor encroachments of common walls due to settling, shifting or inexact location during construction.

(6) Each Townhome Lot is burdened with easements for public utilities and sidewalks as may be shown upon any recorded subdivision plat.

(7) Each Townhome Lot is burdened with an easement through the Townhome Lot but outside of any structure thereon for purposes of reasonable ingress and egress by other Owners of Townhome Lots to the front and rear of the other Owners' Townhome Lots.

B. Drainage, Utility and Other Easements.

As may be noted on the Plat, Declarant may reserve certain areas of the Townhome Lots and Common Area for drainage, public utility and sewer easements. In doing so, it is the intention of Declarant to provide the needed flexibility to itself, for the benefit of all Townhome Lots and Owners, to properly install and allow to be maintained all electrical, telephone, water, gas, sewer and other utility services, (including all lines, pipes, wires, cables, ducts, etc.,) to the Living Units constructed on the various Townhome Lots. No other improvements or permanent structures (excluding walkways, driveways and fences) shall be placed within such utility easements and any fences so installed shall be and are expressly subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of any public or private utility to construct, maintain, repair or remove any necessary facilities and the right of Declarant and the Association to provide for and maintain appropriate drainage.

C. Additional Easement Rights of the Declarant.

Declarant reserves unto itself, for the benefit of all Townhome Lots and Owners, an easement and full right, title and authority to relocate, alter, or otherwise leave the location of any drainage, utility, and sewer easement and to grant such further easements, licenses and rights of way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Townhome Lot or Townhome Lots or any portion of Common Area.

Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility and sewer easement, or other easement, license or right-of-way by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Story County, Iowa and any Owner of any Townhome Lot shall take title subject to the right and easements reserved herein; provided, however, the rights reserved in this Section C shall not be exercised in a manner which unreasonably and adversely affects any Building or portion thereof located upon any Townhome Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress or egress to any Townhome Lot. The rights and easements reserved by Declarant in this Section C shall run with the land and Declarant's right to further alter or grant easements shall automatically terminate when Declarant shall have conveyed the last Townhome Lot within the Properties.

D. Easement for Emergency Purposes.

An easement is hereby dedicated and granted for use in case of emergency by emergency vehicles such as fire trucks, police cars, ambulances, etc., and emergency personnel, public and private, over and upon the Common Area and pedestrian walkways or sidewalks.

E. Easement for Signs.

Declarant reserves unto itself for so long as it owns any Townhome Lot, the right and easement to erect and maintain such entryway, identification and "For Sale" sign or signs within the Properties as Declarant deems reasonably necessary.

F. Encroachment on Townhome Lots.

If, by reason of the location, construction, settling or shifting of a Building, any part of a Building containing a Living Unit upon a Townhome Lot (the "Encroaching Unit") encroaches upon any minor portion of any other adjacent Townhome Lot, then in such event, an exclusive easement shall be deemed to exist and run to the Owner of the Encroaching Unit for the maintenance, use and enjoyment of the Encroaching Unit and all appurtenances thereto. Upon the written demand from the Owner of an Encroaching Unit, the owner of the Townhome Lot upon which said unit encroaches shall deed to the Owner of the Encroaching Unit that portion of the Townhome Lot upon which the Encroaching Unit is located. The deed shall be by quit claim deed free and clear of any mortgages and encumbrances. All costs of abstracting, releases of mortgages, recording fees, engineering fees and legal fees shall be paid by the owner of the Encroaching Unit.

G. Driveways and Access for Townhome Lots.

An easement is hereby reserved and granted to each Townhome Lot for driveway and access purposes over any portion of the Common Area wherein

driveways are located. This easement shall extend from the Townhome Lot to the dedicated public street. This driveway easement shall be for ingress and egress purposes and no Townhome Lot Owner shall park or allowed to be parked any vehicle or other obstruction within the driveway area, except as provided in Section 9 below. Further, an easement is hereby reserved and granted for the use of all Townhome Lots served by one common driveway. To the extent that a driveway or portion thereof serving a Townhome Lot is located partially or wholly on another Townhome Lot or Lots, the Lot Owners served by such driveway shall have the benefit of an easement over that portion of the other Townhome Lot or Lots covered by the driveway. Further, there is hereby reserved and granted an easement for the benefit of each Townhome Lot served by a sidewalk and pedestrian walkway located partially or wholly on the Common Area or another Townhome Lot. This latter easement is for the purpose of allowing pedestrian access from the public or private street to the Townhome Lot served by such sidewalk or pedestrian walkway. No Owner shall obstruct or allow obstructions on any sidewalk or pedestrian walkway which would impair the use or access by the Townhome Lot Owner which such sidewalk or pedestrian walkway serves. As long as any ingress or egress by driveway or sidewalk to any Townhome Lot is through the Common Area, any conveyances or encumbrance of the Common Area shall be subject to the easement right granted to Owners in this Declaration.

H. Sidewalks.

An easement is hereby reserved and granted to each Owner and his invitees for pedestrian use over any sidewalk upon any Townhome Lot.

9. PARKING RIGHTS.

Subject to the provisions of Section 8(G) above, the paved driveway in front of each Owner's garage shall be for the exclusive benefit of such Owner and his guests. No one shall use these parking spaces for parking or storing of boats, snowmobiles, trailers, camping vehicles or other recreational vehicles, or for parking of trucks or other commercial vehicles except temporarily or incidentally for the making of pick-up and deliveries to neighboring Townhome Lots. No more than two vehicles per Townhome Lot may regularly be kept on the premises. Provision for storage off-site of more than two vehicles must be made by each Townhome Lot Owner. The garage shall at all times be maintained by the Owner in a condition which will allow parking of all owned vehicles in the garage. If parking on the driveway is necessary, the vehicles should be pulled as close as possible to the garage door, but effort should be made to avoid parking vehicles in the driveways overnight. No vehicles shall be parked so as to impede access from or to any Townhome Lot or any public street. No fence, barrier or other obstruction of any kind shall ever be placed or constructed so as to impede access from or to any Townhome Lot or public street. The drives within the Common Area are private and parking on such private drives is strictly prohibited except during construction by the Declarant.

10. PARTY WALLS.

A. Each wall which is built as a part of the original construction of the homes and garages upon the Properties and placed on the dividing lines between the Townhome Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Declaration and the rights of the Association, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

B. The costs of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

C. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

D. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Townhome Lot and shall pass to such Owner's successors in title.

11. ARCHITECTURAL CONTROL.

No building, fence, wall or other structure, except as originally constructed by or on behalf of Declarant shall be commenced, erected, altered or maintained upon Properties, nor shall any exterior addition to or change or alteration therein, other than by the Board of Directors, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval therefor as above provided. This section shall not apply to any construction, improvements or alterations made by Declarant, including the construction of fences on the Common Area.

12. GENERAL USE RESTRICTIONS.

The following use restrictions are in addition to use restrictions previously filed of record and applicable to the Townhome Lots.

A. All Townhome Lots shall be known, described and used solely as residential lots and no structure shall be erected on any Townhome Lot except by the Declarant or the Association.

B. Building setback lines as shown on the plat of record shall be strictly followed.

C. The public utility easements shown on the recorded plat are hereby reserved for utility installation and maintenance.

D. No Townhome Lot shall be subdivided in any manner.

E. No Townhome Lot shall be used for any kind of trade, business, or employment except as allowed herein, nor shall any Townhome Lot be used for a multi-family dwelling, boarding house, or rooming house.

F. The use of any open carport, driveway or parking area which may be in front of, adjacent to, or part of any Townhome Lot as a parking place for recreational or commercial vehicles or articles, including boats, is prohibited. All of said types of vehicles or articles shall be stored inside a garage at all times. No inoperable, dismantled or wrecked motor vehicles, trailers, automobiles or other vehicles or machinery or parts thereof including scrap metals of any type shall be permitted to be upon or remain upon any part of a Townhome Lot. This restriction shall furthermore apply to any vehicle, which though operable, is not in active use. This provision is intended to specifically prohibit vehicles which are not in active use from being left parked outside a garage for an extended period of time.

G. No Owner or other person shall install any telephone wire, air-conditioning Unit, or other machine or device on the exterior of the Building except as hereafter provided. No tower, antenna, satellite dish or similar reception device shall be placed on any Building or Common Area unless the tower, antenna, satellite dish or similar reception device is one which cannot be prohibited pursuant to the federal Over-the-Air Reception Devices Rule, 47 C.F.R. §1.4000, or other similar governmental mandate in effect at the time of placement. Any tower, antenna, satellite dish or similar reception device not removed by the Owner upon sale of a Unit shall be deemed to have a date of placement, as to the new Owner, as of the date of closing. The directors of the Association shall adopt regulations governing the placement and maintenance of those towers, antennas, satellite dishes and other reception devices which cannot be prohibited. No Owner shall place, or allow the placement of, a tower, antenna, satellite dish or similar reception device upon a Building or Common Area except for the personal use of the Owner or permissible tenants of the Owner. The Owner shall be responsible to the Association for any expense, liability, or damage of any kind incurred as a result of any tower, antenna, satellite dish or similar reception device placed or maintained on a Building or Common Area. The Association will not be responsible for any loss or damage to any tower, antenna, satellite dish or similar reception device.

- H. Fencing shall not be erected on any part of a Townhome Lot.
- I. No swimming pools, tennis courts or similar structures shall be installed on any Townhome Lot.
- J. No Owner shall construct or modify any Association Responsibility Element.
- K. No rubbish container shall be visible from the street except on pick-up day and one day before and one day after pick-up day.
- L. All utility connection facilities and services shall be under ground. No individual water supply system or individual sewage disposal system shall be permitted on any Townhome Lot.
- M. No more than one dog and two cats and one bird may be kept by the Owner of a Living Unit as pets and any such pet must weigh less than 25 pounds at any stage of growth (infancy or maturity). No exotic, dangerous or vicious animals shall be allowed. In no event shall an Owner or its guests, family members and invitees, have or allow a pet considered vicious or dangerous, including without thereby limiting, dogs which have the appearance and characteristics of being predominately of breeds of Staffordshire terrier, American pit bull terrier or American Staffordshire terrier. Any pets shall not be left unattended by the Owners, may not be tied in any common area and shall not be allowed to run free. Owners shall clean up all waste of their pet(s). All pets outside of a Living Unit must be on a leash and accompanied, at all times, by an adult. Fencing or invisible fencing is not allowed. The handling and conduct of permitted pets shall be subject to any rules and regulations adopted by the Association. In the event a pet is deemed to be a nuisance by a majority of the Board at a duly called meeting due to the pet causing a disturbance of the other occupants of the Living Units by excessive noise, disruptive or aggressive behavior, the Board may require the Owner of the Unit where the pet is located or staying to permanently remove the pet from the premises. In addition, any violation of this provision shall result in a fine or special assessment by the Association against such Townhome Lot.
- N. No noxious or offensive activities not involving the maintenance of Townhome Lots or Common Area shall be carried on upon any Townhome Lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance; nor shall any Townhome Lot be used for any unlawful purpose. Nor shall any Owner cause, or suffer or harbor the source of, any noise or activity which disturbs the peace, comfort and quiet enjoyment of other Owners or those claiming under or through other Owners.
- O. No personal property shall be stored or left upon a Townhome Lot except within the Living Unit or garage located upon the Townhome Lot. Garage doors shall be kept closed except during times of access to the garage.

P. Nothing shall be altered in, constructed in, or removed from the Common Area or the Association Responsibility Elements, except upon written consent of the Board of Directors of the Association, which may be given through regulations of the Association.

Q. No structure of a temporary character, trailer, semi-trailer, tent, shack, boat, motorcycles, snowmobiles, all-terrain vehicles, campers, travel trailers, other recreational vehicles, inoperable vehicles or the like shall be maintained upon or parked in driveways or any common elements at any time. In the event of violation of this provision, the Association may, after reasonable notice, remove such boat, snowmobile, recreational vehicle, trailer or other vehicle.

R. No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

S. Nothing shall be done or kept in any Townhome Lot or in the Common Area which will increase the rate of insurance on the Common Area or the Association Responsibility Elements, without the proper written consent of the Board of Directors of the Association. No Owner shall permit anything to be done or kept in his Townhome Lot or in the Common Area which will result in the cancellation of insurance on any Townhome Lot or any part of the Common Area or the Association Responsibility Elements, which would be in violation of any law, or which may be or become a nuisance or annoyance to the other Owners.

T. An Owner has the right to decorate windows bounding his/her Living Unit, however, this right is limited to the extent that only drapes, curtains, sheers and shutters may be used which must be lined so that they appear white from the outside of the building, or wood blinds or shutters. Nothing shall be hung between the interior surface of the window and the drapes, curtains, sheers or shutters used.

U. The Board of Directors of the Association shall have the authority to adopt rules and regulations governing the use of Townhome Lots, the Common Area and the Association Responsibility Elements and such rules shall be observed and obeyed by the Owners, their guest, lessees, assigns and licensees.

V. Failure of the Association or any Owner to enforce any covenant, condition or restriction, this Declaration, the Articles of Incorporation or By-Laws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

W. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

X. Garbage containers will be provided by the refuse hauler, as selected by the Association, to Townhome Lot Owners, but shall be kept by Owners within the garage of the Townhome and shall be set outside only at the end of the driveway serving a Townhome Lot on designated garbage pick-up days.

Y. The use of phosphorous fertilizer on any Townhome Lot or in any Common Area is strictly prohibited.

Z. A one foot (1') gravel strip or stone marker shall be installed as a barrier between the rear yard lot line and the conservation easement area located on Townhome Lots 15 through 18, 22 and Outlots X and Y.

13. SIGNS AND HOME OCCUPATIONS

A. Signs.

So long as Declarant is a member of the Association, no advertising signs of any kind including sale or "for sale" signs or rental or "for rent" signs (other than interior window signs) shall be displayed, except by the Declarant, on any Townhome Lot or upon the Common Area without the prior written approval of Declarant. Further, no signs of any nature, kind or description shall be erected, placed or maintained on any Townhome Lot or upon the Common Area which identify, advertise or in any way describe the existence or conduct of a home occupation.

B. Home Occupations.

No home occupation shall be conducted or maintained on any Townhome Lot other than one which is incidental to a business, profession or occupation of the Owner or occupant of any such Townhome Lot and which is generally or regularly conducted in another location away from such Townhome Lot, provided the same is permitted under applicable ordinances.

14. PUBLIC ACCESS.

Officers, employees or contracted agents of any governmental unit shall have the right and authority to enter upon the Common Area and any Townhome Lot for the administration of general public services including fire protection, law enforcement, water service and animal control.

15. RESTRICTION ON RENTAL.

In order to protect the integrity of this development and to ensure that those persons residing therein have similar proprietary interests in their Townhome Lots, no Townhome Lot and no portion of any Living Unit shall be leased or rented to any person without the approval of the Association. All leases shall be in writing and shall be subject to the terms of this Declaration and of the Articles of Incorporation, Bylaws and any rules or regulations adopted by the Association. In no event shall the Owner lease his/her Living

Unit for less than 1 year. There shall be absolutely no sub-leasing. All leases shall be in writing with a copy thereof provided to the Owners' Association prior to the date of possession. No lease shall relieve the Owner of the Living Unit from liabilities and responsibilities to the Owners' Association and other Owners as set forth in the Declaration or imposed under the laws of the State of Iowa.

16. GENERAL PROVISIONS.

A. Duration.

This Declaration shall run with the land and shall be binding upon all Townhome Lots and Townhome Lot Owners for a period of twenty-one (21) years from the date of recordation in the office of the Story County Recorder, unless extended pursuant to the provisions of Section 614.24 of the Iowa Code by the proper filing of a verified claim in the office of the Story County, Iowa Recorder by the Declarant or Townhome Lot Owner, or unless prior to the expiration of any such period it is amended or changed in whole or in part as hereinafter provided. Provided, however that the continuation of any easement rights established by the Declaration shall not be affected by the provisions of Section 624.24 of the Iowa Code but only by amendment as hereinafter provided. Invalidation of the covenants, conditions and restrictions of the Declaration by judgment or decree shall in no way effect any of the other provisions hereof, but the same shall remain in full force and effect.

B. Enforcement.

If the Owner or person in possession of any Townhome Lot or portion of a Townhome Lot violates or attempts to violate any of the covenants or restrictions herein established it shall be lawful for the Association or any person or persons owning any other Townhome Lots in said plat to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to require removal of any violating structure or improvement or to recover damages for such violation, and shall be entitled to recover reasonable attorney fees and costs and expenses as a result thereof.

C. Amendment.

This Declaration may be amended or changed at any time by an instrument recorded in the Office of the Recorder of Story County, Iowa, signed or approved in writing a majority of the then Owners, provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Notwithstanding the foregoing, the Declarant retains the sole right to amend this Declaration for any reason so long as Declarant has an ownership interest in any Townhome Lot. Any such amendment shall be recorded.

D. Control of Association.

Notwithstanding anything to the contrary provided herein, so long as the Declarant retains an interest in any of the Townhome Lots subject to this Declaration, Declarant shall have sole voting control and authority relating to the Association, the Board of Directors and all other matters relating to the operation of the Association. At such time as the Declarant no longer retains an ownership interest in any Townhome Lot, or until such time the Declarant waives the right to be the sole voting member, whichever first occurs, all such voting control and authority shall automatically transfer back to the Board of Directors and the Owners.

20 IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this day of April, 2017.

THE IRONS, L.L.C., an Iowa limited liability company, DECLARANT

By: [Signature]
Christopher Gardner, Manager

STATE OF IOWA)
) SS:
COUNTY OF Story)

This instrument was acknowledged before me on this 20th day of April, 2017, by Christopher Gardner, Manager of The Irons, L.L.C.



[Signature]
Notary Public in and for the State of Iowa

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR THE IRONS**

Preparer Information:

Lisa R. Wilson
475 Alice's Road, Suite A
Waukee, Iowa 50263
(515) 369-2502

Taxpayer Information:

N/A

Return Document To:

Wilson Law Firm, P.C.
475 Alice's Road, Suite A
Waukee, Iowa 50263

Grantor:

The Irons, L.L.C.

Grantee:

N/A

Legal Description:

Lots Thirty-two (32) through Thirty-four (34), in The Irons, an Official Plat, now included in and forming a part of the City of Ames, Story County, Iowa.

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE IRONS

THIS DECLARATION is made this ____ day of _____, 2017, by The Irons, L.L.C., an Iowa limited liability company ("**Declarant**").

RECITALS:

WHEREAS, Declarant, concurrently herewith, has subdivided, developed and platted The Irons in the City of Ames, Story County, Iowa ("The Irons"), and is the owner of Lots 32 through 34 in said The Irons (the "Lots"); and

WHEREAS, Declarant is desirous of establishing certain covenants, conditions, easements and restrictions for the benefit of the owners of the Lots.

NOW, THEREFORE, Declarant hereby publishes and declares that the Lots shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions, all of which are for the purpose of enhancing and protecting the value and attractiveness, and desirability of the Lots, and all of which shall run with the land and shall be a burden upon and a benefit to, any and all parties acquiring or owning any right, title or interest in any part of the Lots, and their heirs, successors, assigns, grantees, executors, administrators and devisees.

I. DEFINITIONS

- A. "**City**" shall mean the City of Ames, Iowa.
- B. "**Declarant**" shall mean The Irons, L.L.C., and its successors and assigns, as to the entirety of the Lots that has not theretofore been conveyed to homebuilders or homeowners, unless the context indicates otherwise.
- C. "**Lot**" shall mean and refer to Lots 32, 33 and 34 as shown on the recorded plat of The Irons.
- D. "**Owner**" shall mean a person the person or persons who from time to time collectively hold the entire fee title to a Lot, including sellers under executory contracts of sale (but shall not include any person or entity who holds such fee title merely as security for a loan, unless and until such person has succeeded to ownership by enforcement of its remedies under such security instruments).
- E. Words and phrases in this Declaration shall be construed as in the singular or plural number, unless the context permits only one such manner.

II. DESIGNATION OF USE

The use of all Lots shall be limited to single-family residential use with not more than one single-family dwelling on each Lot, and may be developed only with other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the City of Ames Zoning Ordinance, unless such uses or structures are otherwise regulated or prohibited by this Declaration. No full-time or part-time business activity may be conducted on any Lot or in any building or structure on any Lot, except to the extent of a home occupation permitted by the City of Ames Zoning Ordinance, and except that home builders may maintain model homes during construction, and Declarant may maintain a sales office during its development and sales of the Lots in The Irons.

A. No building or structure of a temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.

B. No trailer, boat, camper, motor home, or truck rated larger than 3/4 ton or other movable or temporary structure or enclosure shall be maintained or parked on any Lot or street within public view. All overnight street parking of any vehicle is strictly prohibited.

C. No mobile home or Manufactured Homes as defined in the Code of Iowa shall be placed on or erected on any Lot.

D. No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance, either temporarily or permanently.

E. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than two dogs be maintained on any one lot at any one time. Dogs must be tied or fenced or kept in a dog run, which dog run must meet the requirements of paragraph J of Article III.

F. Any construction or earth moving on any lot(s) (whether greater or less than one acre in size) shall be in compliance with all statutes, rules and/or ordinances relating to storm water and erosion control compliance and permitting. The Owner understands and agrees that he/she is the sole responsible permittee for the lot(s) with respect to compliance with all terms, provisions and requirements of the NPDES Storm Water Discharge Permit No. 2, the storm water pollution prevention plan which includes the lot(s) and any and all applicable storm water and/or erosion control statutes, rules and ordinances.

Each Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to: 1) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the lot(s) identified

above; and/or 2) any alleged violation of any NPDES, storm water and/or erosion control statute, rule or ordinance, after the date of sale of the lot(s).

III. DESIGN AND CONSTRUCTION

A. In order to preserve the general design for the development of the whole of Ames, no structure or other improvement, or addition thereto, shall be erected upon any Lot unless the plan, design, building materials and location thereof shall have been first approved by the Declarant or such person or persons designated by the Declarant for this purpose. Approval of such plans shall not be unreasonably withheld.

B. All building structures or improvements of any kind must be completed within 12 months of the commencement date of construction; provided, however, the construction of all improvements and building structures shall be commenced no later than two years after purchase of the Lot.

C. No building shall be erected on any Lot nearer than the building setback lines as shown on the recorded plat.

D. No building or structure shall be constructed, altered or maintained on any Lot unless it has a driveway running from a street to the dwelling, which must be of sufficient area to park at least two cars entirely off the street right-of-way. All driveways shall be constructed of concrete surfacing.

E. All dwellings must be constructed with the minimum of a three-car, maximum of six-car, attached or built-in basement garage, unless otherwise approved by the Executive Committee. Side-load garages are highly recommended. No detached garages are permitted.

F. The exterior of any dwelling, garage or outbuilding located on any Lot shall be finished in an earth tone conservative color design that will blend well with the abutting subdivisions. A minimum of forty percent (40%) of the front elevation of the dwelling on each Lot shall be covered with a brick, stone veneer or stucco. All siding must be a 50-year concrete board (commonly referred to as "Hardie Plank", "James Hardie Siding" or "LP Smartside"). Steel and vinyl siding is not permitted.

In addition to the foregoing, all areas of exposed concrete, concrete block or tile foundations shall be either painted to blend with the exterior wall finishes, or covered with brick or stone veneer or the equivalent.

G. All roof material shall be slate, tile, cedar shakes, or composition shingles, unless otherwise approved by the Executive Committee. Composition shingles shall be architectural grade, with a minimum thirty-year (30) warranty. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors of the building structures.

H. All dwellings shall contain a minimum square footage of living space exclusive of attached garages, breezeways, and porches as follows:

(1) One-story dwellings must have a minimum of 1,900 square feet of finished floor area directly under roof.

(2) One and one-half story dwellings must have a minimum of 2,500 square feet of finished floor area directly under roof (main and upper floors).

(3) Two-story dwellings must have a minimum of 2,600 square feet of finished floor area directly under roof (main and upper floors).

I. Playhouses, utility buildings, storage sheds or other similar structures shall be permitted upon the approval of the Executive Committee; provided that the exterior and the roof of any such structure shall be constructed of the same material, have the same color and appearance as the residential dwelling on the same Lot and are located only in rear yards. No such structure shall be located closer than twenty feet (20') from any Lot line, unless the Declarant has specifically approved the structure and location.

IV. LANDSCAPING AND FENCES

A. Within thirty (30) days of completion of the dwelling on a Lot, the Lot shall be fully sodded, except where the topography, conservancy districts, creek slopes or tree cover does not make sodding practical. If weather conditions make the time requirement for sodding impossible to comply with, Declarant shall establish a reasonable period of time for compliance. Only Outlots may be seeded in lieu of sod.

B. No more than five (5) trees, regardless of size or type, shall be removed from any Lot without the prior written approval of the Executive Committee. This restriction shall be cumulative as to each Owner for the entire period of time the Lot is owned.

C. Fences are not permitted upon any Lot except those installed to enclose a pool or invisible pet fencing, and shall be subject to the following:

(1) No fence shall be installed without the prior written approval of the Executive Committee.

(2) No fence shall be constructed forward of the dwelling's back building line and shall not be constructed within a drainage easement area without the prior written consent of the Declarant.

(3) Pool fences shall be constructed of black, ornamental materials only and must be landscaped and screened with shrubs and bushes as approved by the Executive Committee.

V. SATELLITE DISHES, ANTENNAS, POLES

A. Satellite dishes or parabolic devices in excess of twenty inches (20") in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dish or parabolic device shall be mounted on the rear elevation of the dwelling or garage, or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.

B. No exterior towers or antennae of any kind shall be constructed, modified or permitted on the ground of any Lot or on any dwelling, garage or other permitted structure. All antennae shall be concealed with the attic space of the dwelling or garage.

C. No light pole shall be used or placed upon any Lot that extends more than ten feet (10') above grade, except those to light a tennis court. All light poles shall be of a residential design and shall be positioned on a Lot in a manner that will avoid direct lighting onto adjoining Lots. In no event shall a light pole be located any closer than twenty feet (20') from any property line.

VI. MISCELLANEOUS RESTRICTIONS

A. No sign of any kind or description shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except: (i) street markers, traffic signs and other signs displayed by the City or other governmental units; (ii) signs which have been approved by the Declarant or its authorized agent not exceeding 144 square inches in area upon which there shall only be exhibited the street number or name, or both, of the resident; and (iii) a customary sign (one per Lot) advertising a dwelling for sale, not exceeding 1296 square inches in area. In the event that any sign, other than those described above, shall be placed or exposed to view on any of the Lots restricted hereby, the officers or agents of the Declarant are hereby given the right to enter upon those Lots and remove said signs. Real estate signs by the Declarant will be permitted until such development is completed. Declarant reserves the right to install entrance and directional signs with respect to The Irons, at locations and of design determined by the Declarant, and in a manner consistent with the ordinances of the City.

B. No trash receptacles, garbage cans or recycling bins shall be permitted to be placed outside a dwelling or garage except as is necessary for regular collection.

C. Only below-ground swimming pools shall be permitted on a Lot, which shall be located in the rear yard and shall be screened by a fence (if required by the City and approved by the Executive Committee) or hedges. No above-ground swimming pools are allowed.

D. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground. No private wells shall be permitted on any Lot. All septic systems shall be maintained in accordance with all State of Iowa and Story County regulations.

- E. The use of phosphorous fertilizer on any Lot is strictly prohibited.

VII. EASEMENTS

Certain perpetual easements are reserved as shown on the recorded plat of The Irons, and/or as may be granted to the City by the Declarant and filed of record in the Office of the Story County Recorder. The owner or occupant of a Lot shall, at their own expense, keep and preserve that portion of the easement within their Lot in good repair and condition, and shall neither erect nor permit erection of any building, structure or fences of any kind within the easement which might interfere in any way with the use of such easement.

VIII. SIDEWALKS

The purchaser of a Lot shall, at the purchaser's expense, install public sidewalks in accordance with specifications of the City upon the earlier of the date the dwelling is built upon the Lot or within one year of purchase of the Lot from the Declarant.

IX. MAINTENANCE OF LOTS AND SURFACE WATER

A. The owner or person in possession of each Lot, whether vacant or improved, shall keep the same well maintained, groomed and mowed, free of uncut weeds, rubbish, garbage and debris. Damaged or dead trees and shrubbery will be trimmed out or removed. Failing this, the Owner agrees that upon receipt of written notice from the Declarant to mow or cut such vegetation, trim or remove damaged trees or shrubbery, and/or remove such debris within ten (10) days, the Owner will be subject to a combination of remedies recognized at law or equity.

B. Vegetation in conservancy easements, flowage easements, creek channels, drainage ways and/or timbered areas shall not become overgrown with weeds, but may be planted in ground-cover species appropriate to the topography and land form.

C. The topography of The Irons is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to such easements as may exist for the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time, and all Owners shall have such rights and obligations with respect thereto as may be provided by such law.

ARTICLE X. EXECUTIVE COMMITTEE

A. Establishment/Function

The Declarant's Executive Committee (the "Executive Committee") is hereby established. The Executive Committee shall consist of the Manager or Managers of the Declarant or the designee (s) of such Manager or Managers. The functions of the Committee shall be to interpret and apply these Covenants, Conditions, Easements and Restrictions and to

review building and landscaping plans as described below in Article XI during the time that property is being developed.

B. Meetings, Quorum and Vote

The Executive Committee shall meet at a reasonably convenient time and place within ten (10) days after receiving the request of any interested party. One-half of the members of the Committee shall constitute a quorum. A majority vote of the Executive Committee members present (assuming a quorum present) shall be sufficient for Committee action and decision.

C. Election of Replacement Committee

If the Executive Committee should be discontinued, regarding the property, Declarant shall designate a successor entity to carry out the duties of the Executive Committee, but only with respect to the property described in this Declaration.

D. Executive Committee Procedure

(1) Design review by the Executive Committee is intended to protect and enhance the distinctive character and natural attractiveness of The Irons area. All buildings, structures or appurtenances thereto, including landscaping, to be erected, constructed, established, altered or enlarged within the property must be reviewed and approved by the Executive Committee as described below in Article XI.

(2) The Executive Committee shall consider and approve or disapprove the materials required to be submitted pursuant to these Covenants, Conditions, Easements and Restrictions.

(3) Prior to change of any building's exterior character by remodeling or alteration, the Owner, or his or her designated agent, shall secure the written approval of the Executive Committee.

XI. REVIEW AND APPROVAL OF PLANS

A. Plans and Specifications to be Submitted for Approval.

(1) Final site plan documents drawn to scale outlining the following must be submitted to the Executive Committee for review and approval prior to the commencement of any construction on a Lot:

- (a) Property legal description with scale and arrow on plan showing North;
- (b) Building locations including setback dimensions;
- (c) Driveways and sidewalks;

- (d) Special features, such as fencing, lighting, underground utilities and mechanical equipment;
- (e) Contour lines or slope of draining;
- (f) Landscaping plan, submitted prior to installations;
- (g) Size, height, type and color of any sign; and
- (h) Parking areas, points of access, as well as any easements for access and means of screening.

(2) Final building plans and specifications outlining the following must be submitted to the Executive Committee for review and approval prior to the commencement of any construction on a Lot:

- (a) Floor plans, exterior elevations and sections;
- (b) Square footage of buildings;
- (c) Exterior colors and material samples for exposed exterior materials; and
- (d) Perspective rendering or photo, if available.

XII. COVENANT ENFORCEMENT/GENERAL PROVISIONS

A. Penalties

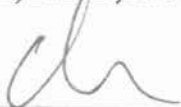
In addition to the remedies described below in Paragraph B or elsewhere in this Declaration, the Declarant is hereby authorized to levy against any Lot in violation of this Declaration of Covenants, Conditions, Easements and Restrictions an assessment penalty not to exceed \$100 for each day a violation of this Declaration continues beyond thirty (30) days after notice of a violation has been given by the Declarant to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing in by personal service. If the Owner of the Lot cannot be located after a diligent search or inquiry, the Declarant shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in Story County, Iowa. If the Owner has not fully complied with the terms of this Declaration within thirty (30) days after receiving notice, or thirty (30) days after second publication of notice, the Declarant shall have the authority to levy an assessment penalty as described herein. This assessment shall be a lien on the Lot and shall have the same status as any other assessment levied by the Declarant. Any Lot Owner objecting to the notice of violation shall have the right within thirty

ARTICLE XIII. RIGHT OF FIRST REFUSAL/BUILDER EXCLUSIVITY

Bella Homes, LLC shall be the sole and exclusive home builder in The Irons. Each Owner of a Lot by acceptance of a deed therefor, and whether or not it shall be so expressed in such deed, is deemed to covenant and agree to use Bella Homes, LLC as his/her builder. In the event said parties shall be unable to reach a construction agreement acceptable to both parties, the Owner of the Lot shall either (i) obtain a written waiver from Bella Homes, LLC waiving its rights as the exclusive builder as to that specific Lot or (ii) convey the Lot to Bella Homes, LLC for the same purchase price (excluding fees and costs) as originally paid by the Owner of the Lot. Until such time as the initial dwelling and related improvements have been constructed on any given Lot purchased from the Declarant, Bella Homes, LLC shall have a first right of refusal to purchase lots in The Irons.

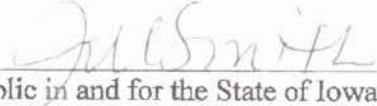
Dated this 20 day of April, 2017.

THE IRONS, L.L.C., DECLARANT

By: 
Chris Gardner, Manager

STATE OF IOWA)
) ss:
COUNTY OF Story)

This instrument was acknowledged before me on this 20th day of April, 2016, by Chris Gardner, Manager of The Irons, L.L.C.


Notary Public in and for the State of Iowa



with the same effect as if executed by all such persons, and in order to facilitate filing of any verified claim required to so continue all or any of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration in full force and effect, each Owner of a Lot is hereby irrevocably appointed the attorney-in-fact for all of the other Interested Parties for the purpose of filing any such verified claim.

E. Duration.

Any easements granted in or pursuant to this Declaration, and any other provisions of this Declaration to the extent applicable to such easements, and any other covenants, indentures, restrictions and reservations of this Declaration that are reasonably or necessarily incidental to the benefit or burden of such easement rights, including any rights of assessment or for liens for the payment of costs associated therewith, shall continue in perpetuity, unless sooner modified or terminated as provided in this Declaration.

Except as provided in the preceding paragraphs of this Article, the covenants, conditions, restrictions and easements in this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-one years after the date they are recorded in the Story County Recorder's Office, unless sooner modified or terminated as provided in paragraph D of this Article.

F. Amendment of This Declaration

This Declaration may be amended in writing by an instrument signed and filed of record in the Office of the Polk County, Iowa Recorder, by at least fifty-one percent (51%) of the Lot owners, if the Declarant does not own a Lot. Notwithstanding the foregoing, the Declarant retains the sole right to amend this Declaration for any reason so long as Declarant has an ownership interest in any Lot.

G. Severability

In the event any provision of this Declaration is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Declaration shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Declaration is invalid, illegal or unenforceable as written or applied, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written or applied and shall be construed and enforced as so limited.

H. Captions

The captions of the articles, sections and any paragraphs, of this Declaration, or the lack thereof, are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.



IRREVOCABLE LETTER OF CREDIT

Borrower: THE IRONS, L.L.C.
506 E 1ST STREET
HUXLEY, IA 50124

Lender: South Story Bank & Trust
Huxley Office
PO Box 8
905 North US Highway 69
Huxley, IA 50124-0008

Beneficiary: CITY OF AMES
515 CLARK
AMES, IA 50010

STORY COUNTY
900 6TH ST
NEVADA, IA 50201

NO.: 1106466

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 10-25-2017 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Three Hundred Fifty-two Thousand Five Hundred Sixty-seven & 10/100 Dollars (\$352,567.10) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: THE EARLIER OF 60 DAYS AFTER COMPLETION OF PROJECTS, OR EXPIRATION DATE OF LETTER OF CREDIT

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party on under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER South Story Bank & Trust IRREVOCABLE LETTER OF CREDIT NO. 1106466 DATED 04-19-2017," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted herein; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Iowa without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Iowa.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

REPLACEMENT LETTER OF CREDIT. This letter of Credit is issued in replacement of previous issued letters of credit on behalf of The Irons for the benefit of The City of Ames and Story County Assessor.

(30) days of receiving notice to request a hearing before the Declarant. Assessment of the penalty shall be stayed pending a hearing and final decision by the Declarant.

B. Specific Enforcement of Restrictions

All Owners of Lot covenant and agree, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, that monetary damages may not provide adequate compensation for the breach of the restrictions and covenants contained in this Declaration and that this Declaration may be specifically enforced by Declarant, the City or an adversely affected Lot Owner.

C. Attorney's Fees

In the event it shall be necessary to secure the services of an attorney to enforce the provisions of this Declaration, then the fee of such attorney, and all other costs in connection with the enforcement of this Declaration shall be the obligation of the Owner of the Lot which is the subject of such enforcement action, unless such Owner is found not to have violated any provision of this Declaration.

D. Covenants Binding and Running with The Land.

Each of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of Declarant and the Owners of each Lot, and their successors and assigns and all parties and persons claiming under any of them, and shall be deemed covenants that run with the land, and shall continue for the applicable periods specified in this Declaration.

It is the intent that, notwithstanding anything in the Code of Iowa to the contrary, all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be covenants running with the land for the full period specified in this Declaration without further action by either Declarant or any Owner of any Lot in The Irons. However, in the event that Section 614.24 of the Code Iowa, as the same may be amended or replaced, may require that a verified claim be filed in the Office of the Recorder for Story County, Iowa prior to the twenty-first anniversary of the date of this Declaration or the twenty-first anniversary of the last filing of such verified claim in order to continue all or some of the covenants of this Declaration, including, but not limited to, any covenant, term, provision or restriction that is or may be considered a use restriction, reversion or right of reverter, in effect throughout the applicable periods specified in this Declaration, then:

(1) any or all of the Owners of the Lots, acting jointly or severally, shall file all verified claims necessary to keep all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration;

(2) a verified claim filed by Owner of a Lot which is subject to this Declaration shall be valid and binding upon all the then Owners of Lots subject to this Declaration, and their successors and assigns,

Dated: April 19, 2017

LENDER:

SOUTH STORY BANK & TRUST

By: 
Eric Hockenberry, Vice President - Business Banker

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
------	---------------	--------------------	----------------------

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER
Return to Preparer: Lisa R. Wilson, 475 Alice's Road, Suite A, Waukee, Iowa 50263 (515) 369-2502

AGREEMENT FOR PUBLIC IMPROVEMENTS

The parties to this Agreement, made pursuant to Section 23.304, Ames Municipal Code, are THE IRONS, L.L.C., an Iowa limited liability company, hereinafter referred to as "Owners", STORY COUNTY, IOWA, hereinafter referred to as "County" and the CITY OF AMES, IOWA, hereinafter referred to as "City".

WHEREAS, the Owners are in the process of platting a subdivision of real estate to be known as The Irons Subdivision, Story County, Iowa; and

WHEREAS, the Owners are required to construct certain improvements and utilities within the real estate, to wit: See Exhibit A, by not later than April 25, 2020 and, to pay reasonable engineering and inspection fees therefor, all as part of the platting procedure of the City and the County.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed that the Owners shall deposit with the City or County a surety bond, letter of credit or certified check in the amount of \$352,567.10 conditioned upon the completion of the said improvements and utilities, by the said date, as required by the City or County for said Subdivision, in accordance with plans and specifications on file with the City's or County's engineers and by this reference made a part of this agreement.

IT IS FURTHER AGREED that City and the County reserve the right to construct said improvements and utilities in the event Owners fail to do so as herein agreed, and to cover the costs thereof with the surety bond, letter of credit or the certified check, as the case may be.

IT IS FURTHER AGREED that upon satisfactory completion of the said improvements and utilities, including the paying of reasonable engineering and inspection fees therefor, the bond shall be released and the bondsman exonerated, the letter of credit released or the certified check shall be returned to Owners, as the case may be.

DATED this 20th day of April, 2017.

THE IRONS

Remaining Public Improvements to be done 4.19.17:

Paving - Extreme Concrete:	SY/QTY	Price		
4" PCC City Sidewalks	192	\$ 48.00	\$	9,216.00
7" PCC Pavement	3330	\$ 46.47	\$	154,745.10
5" PCC Shared Trail -10' wide	2818	\$ 48.00	\$	135,264.00
6" PCC Sidewalk	15	\$ 48.00	\$	720.00
Interior Sidewalks	676.5	\$ 48.00	\$	32,472.00
COSECO	24.7	\$ 500.00	\$	12,350.00

Utility Work - J&K:	Remaining Punch List	\$	7,800.00
Storm Sewer 100% Complete			

Items Remaining Once Concrete is poured:

Alliant Gas Services
 Mid Land Power Electrical services and street lights
 Cable/Telephone
 Final re-spread of black dirt and seeding
 Signage and Landscaping

Total Work Remaining: **\$ 352,567.10**

THE IRONS, L.L.C.

By: _____

Christopher Gardner, Manager

CITY OF AMES, IOWA

By: _____

Director of Public Works

STORY COUNTY, IOWA

By: _____

Jerry L. Moore, Planning and
Development Director



County Outreach and Special Projects Manager
Story County, Iowa
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7247 Email: lharter@storycountyiowa.gov
www.storycountyiowa.gov

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, County Outreach and Special
Projects Manager
DATE: April 20, 2017
RE: Project Modification – City of Story City

Mayor Mike Jensen will be attending the Tuesday, April 25th Board of Supervisors meeting. Mayor Jensen will present potential modifications to the proposed work to the North Park Project in Story City.

I will be present as well to answer any questions the Board may have regarding past projects and approved modifications following the project approval.

Please do not hesitate to let me know if you have any questions.

No Action

APPROVED **DENIED**

Board Member Initials: _____

Meeting Date: _____

Follow-up action: _____

Necessaries



To: Story County Board of Supervisors
From: Mike Jensen, Mayor
Mark A. Jackson, City Administrator
Re: North Park Project
Date: April 20, 2017

Pursuant to the County Board of Supervisors meeting of April 17, 2017, is an update to Story City's North Park Project.

In 2016, the Story County Board of Supervisors awarded funding to the City of Story City under its Urban Renewal Area Program in the amount of \$95,750 for the North Park Project with an estimated cost in the amount of \$403,500. Pursuant to program guidelines the applicant (Story City) is required to identify a match of 25% of the total project costs. Story City's match for the proposed project is 76%.

The North Park Project contains four primary component areas: a) Tennis Court, Carousel, Bandstand, and a trail connecting all three. The proposed project that was presented to the county was the conceptual plan with a preliminary cost estimate. Once funding was awarded the City moved forward with retaining an engineer and preparing detailed engineering plans. Like most public projects, changes take place once you move from the conceptual to detailed design phase depending upon what is encountered.

After a site visit, our engineer strongly encouraged the city to have a geotechnical analysis of the bandstand area and based upon their report and our engineer's input it was determined that substantial work would need beyond the scope of what was anticipated which would significantly increase costs. Anyone who has done this type of restoration work knows that costs can easily escalate from the engineers estimate once the project is under construction.

As noted in the application, the work on the bandstand included, “some brick restoration. In addition, a roof will also be built over the bandstand and the construction of a picnic plaza area.” The City’s intent was to repurpose the bandstand area into an additional open shelter picnic area. When the City determined this was not feasible, we redirected this component of the plan into a new open shelter located in the North Park and designed to match the Carousel. This was in keeping with our original intent.

The original bandstand area improvements cost estimate was approximately \$133,500 and the new shelter is \$130,000

One other modification the City made from original concept to the final design was the elimination of the tennis wall/theater and extending and enlarging the plaza (i.e., patio) area around the Carousel. After extensive discussions, our committee determined that a portable/removable screen would work just as well as a wall. The Antique Carousel is the focal point of the North Park and with approximately 15,000 rides each year with visitors from all 50 states and 12 counties is one of Story County’s and Iowa’s premier and unique tourist attractions and anything Story City can do to enhance the Carousel benefits the State, County, and City. This was the primary reason of extending and enlarging the Carousel Area.

The estimated cost for North Park Project with proposed changes is estimated at \$465,500. Therefore, the City’s match for the project is 79%.

Finally, Story City firmly believes that the final plan is in keeping with the scope, intent, and spirit of the original conceptual plan as submitted to the county.

JUL 1 2016
STORY COUNTY
BOARD OF SUPERVISORS

Urban Renewal Area Project Application
2016 Application Process
Due Date - July 5, 2016



Date: July 1, 2016

Name of Applicant: City of Story City

Applicant* Contact Information:

Mark A. Jackson, City Administrator

Phone: (515) 733-2121

Email: sccadmin@windstream.net

Project Description

Location of Project (including Parcel Identification Number(s) if available): North Park - 0112270100

Project Description:

Please See Attached

Project Cost

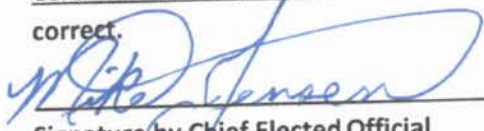
Required Match Guidelines. It is expected that applicants identify a match of 25% of the total project costs. In the space below, please provide proposed project costs and identify potential matching funds.

Project Cost = \$403,500

Story City is requesting \$95,750 in URAP funds. Funding for the remaining cost of the project will come from a variety of local funding sources.

Please attach any additional information that will help the Board of Supervisors to understand the scope and nature of the project including any drawings of the proposed project.

Certification by Applicant: To the best of my knowledge and belief, the information herein is true and correct.


Signature by Chief Elected Official

July 1 2016
Date

**All correspondences and notices will be forwarded to the individual noted as the "applicant" above.*

The Story County Board of Supervisors receives more funding requests than it can possibly grant. If support of a worthwhile program is declined, this decision does not reflect on the value of the group or service, but rather on the need to be selective because of limited resources. Preference may be given to new applicants. Funding decisions will be made in August.



Project Description:

The North Park is located on Broad Street (the city's main thoroughfare) approximately half way between Interstate 35 and the downtown area. The North Park includes such noted attractions as: 1) Antique Carousel, 2) Fairview Lodge, and 3) Swimming pool.

The proposed North Park Project contains the following three components:

- a) Carousel Area – Construction of a plaza and amphitheater.
- b) Tennis Court Area – Construction of a theater/tennis wall. Fencing, lighting, and other associated appurtenances. In conjunction with the proposed Carousel amphitheater area, the theater/tennis wall will be utilized for our summer movies in the park.
- c) Bandstand Area – There is an existing bandstand that will require some brick restoration. In addition a roof will also be built over the bandstand and the construction of a picnic plaza area.
- d) Trail – will be constructed linking these three areas providing easier access for our senior population and handicapped individuals.

One of the top three goals identified in the City's Strategic Plan and Parks & Recreation Plan is the redevelopment and refurbishment of the North Park.

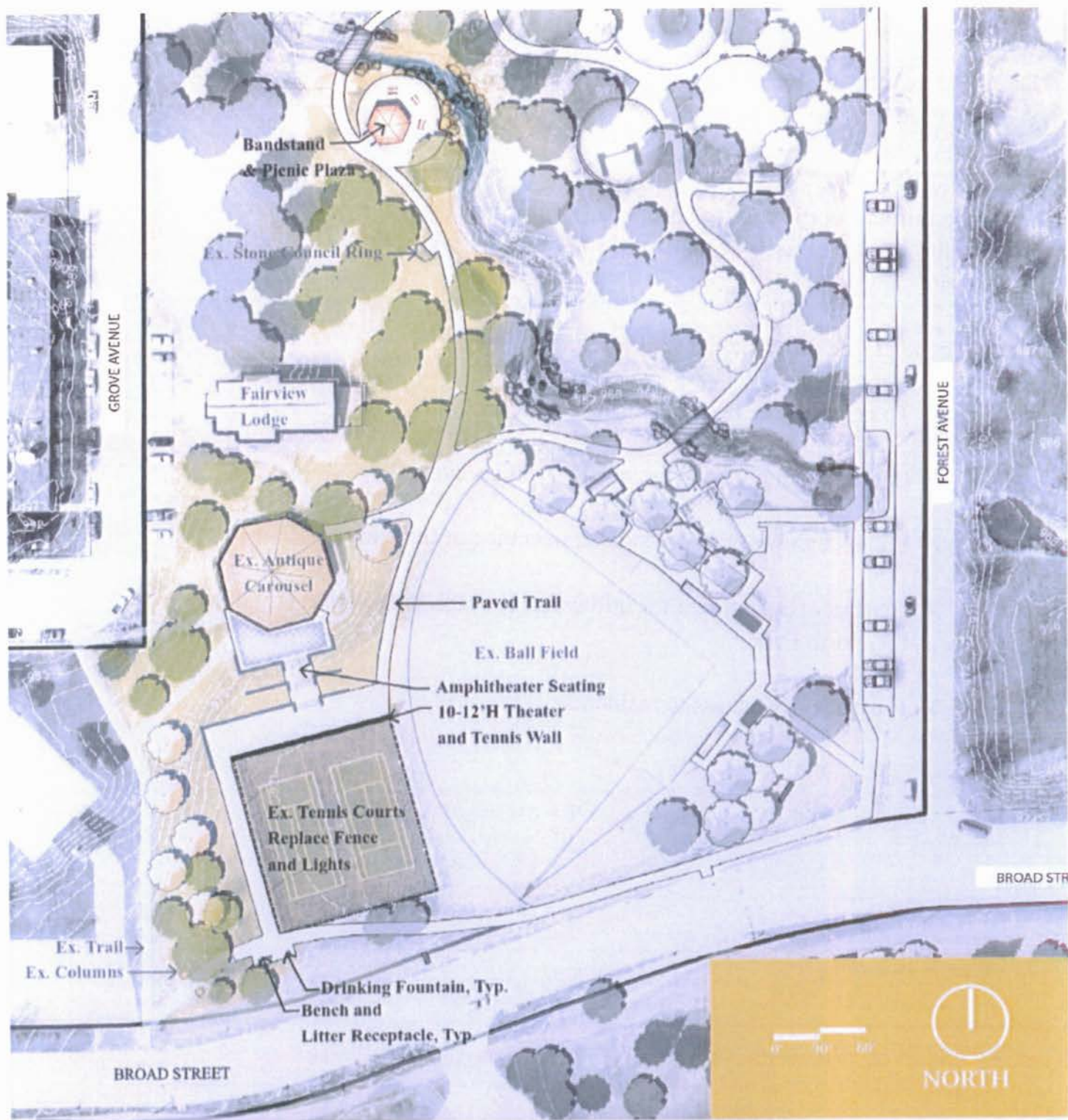
The 1913, Herschell-Spillman Antique Carousel was brought to Story City in 1938 with rides on hand carved wooden animals and accompanied by the Wurlitzer Military Organ. Nearly 20,000 rides take place each year with visitors from all 50 states and 11 countries. This attraction is a point of pride for Story City, Story County, and the State of Iowa.

The bandstand was constructed in 1932 and throughout the years has been the venue for summer park concerts and other entertainment.

The primary purpose of the proposed North Park Project is to enhance and increase the utilization of each of these areas and other amenities that are located in the North Park.

In general, the proposed North Park Project will:

- To enhance the historic Antique Carousel
- Improve and enhance the quality of these amenities
- Enhance the overall physical appearance of the park
- Expand opportunities for utilization for each of the areas and others within the North Park.
- Provide easy access to residents



North Park Improvements

North Park Master Plan
Story City, Iowa

6/29/2016



SNYDER & ASSOCIATES
Engineers and Planners



SNYDER & ASSOCIATES
Engineers and Planners

**BUDGETARY OPINION OF PROBABLE CONSTRUCTION COST
CITY OF STORY CITY
NORTH PARK IMPROVEMENTS
June 29, 2016**

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
BANDSTAND AREA IMPROVEMENTS			
Mobilization	1 LS	\$10,000	\$10,000
Demolition / Earthwork	1 LS	\$10,000	\$10,000
Brick / Electrical Repair	1 LS	\$20,000	\$20,000
Roof Structure	1 LS	\$40,000	\$40,000
Plaza Area (1200 sf)	1 LS	\$18,000	\$18,000
Retaining Wall	1 LS	\$5,000	\$5,000
5" Depth PCC Pavement - trail (2600 sf)	1 LS	\$13,000	\$13,000
Picnic Tables	3 EA	\$1,800	\$5,400
SUBTOTAL			\$121,400
CAROUSEL / AMPHITHEATER AREA IMPROVEMENTS			
Mobilization	1 LS	\$7,500	\$7,500
Earthwork	1 LS	\$20,000	\$20,000
Retaining walls / Stairs	1 LS	\$35,000	\$35,000
Specialty pavement / plaza area (1000 sf)	1 LS	\$15,000	\$15,000
SUBTOTAL			\$77,500
TENNIS COURT AREA IMPROVEMENTS			
Mobilization	1 LS	\$10,000	\$10,000
Demolition of Fence	1 LS	\$5,000	\$5,000
Fencing	460 LF	\$45	\$20,700
Lighting (4 poles)	1 LS	\$45,000	\$45,000
5" Depth PCC Pavement - band around fence (1380 sf)	1 LS	\$6,900	\$6,900
5" Depth PCC Pavement - trail (4200 sf)	1 LS	\$21,000	\$21,000
Theater and Tennis Wall	1 LS	\$15,000	\$15,000
Drinking Fountain	1 LS	\$4,000	\$4,000
Litter Receptacle	1 EA	\$1,600	\$1,600
Bench	2 EA	\$1,200	\$2,400
SUBTOTAL			\$131,600
PROJECTED CONSTRUCTION COST			\$330,500
10% Construction Contingencies			\$33,000
Engineering Services			\$40,000
TOTAL PROJECTED CONSTRUCTION COST			\$403,500

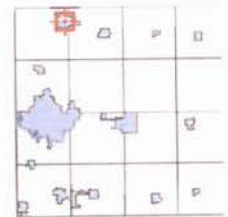
This budgetary opinion of probable cost includes items related to site development pertaining to this project and does not include the following items: design fees, permitting, mobilization, tapping fees, connection fees, site lighting, removal and/or replacement of unsuitable soils, building permit costs, franchise utilities, and stream restoration.



SNYDER & ASSOCIATES
Engineers and Planners

**Beacon**TM

Story County, IA / City of Ames

**Overview****Legend**

- Parcels
- Townships
- Sections
- Quarter Quarters
- Corporate Limits
- Road Centerlines

Parcel ID	0112270100	Alternate ID	0112270100	Owner Address	STORY CITY, CITY OF
Sec/Twp/Rng	12-85-24	Class	C - COMMERCIAL		504 BROAD ST
Property Address	1004 STORY ST	Acreage	7.5		STORY CITY IA 50248-1134
	STORY CITY				
District	14090 - STORY CITY CITY/ROLAND-STORY SCH				
Brief Tax Description	FAIRVIEW ALL BLK 6 & FAIRVIEW PK BLK 46 & SW SE 7.5 AC & N1.79 AC OL D SL 4 LOT 1				
	(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).

Date created: 6/30/2016

Developed by
The Schneider Corporation



Date: April 13, 2017
 Expiration Date: May 12, 2017
 Quote Number: 7826 v3
 Payment Terms: 1%/10 Net 30

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

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

Prepared By
 Aaron Kissinger
 3600 109th Street
 Urbandale, IA 50322
 p. 515-422-9351
 f. 515.422.5544
 akissinger@ippathways.com

Description of Work Core Switching Refresh

Notes

Network Adapters		Qty	Price	Extended
Adapters	10GB Network Adapters	1		
Network Adapters Subtotal				\$1,366.54

SFP and Twinax		Qty	Price	Extended
Cables	SFPs & Twinax	1		
SFP and Twinax Subtotal				\$18,837.36

Core Switching		Qty	Price	Extended
Switching Components	Core Data Center Switching Components	1		
Core Switching Subtotal				\$32,319.00

1 Year Support		Qty	Price	Extended
1 Year Support	Core Switches	1		
1 Year Support Subtotal				\$5,706.00

Switch Stack		Qty	Price	Extended
Switch Stack	Ancillary Switching Components	1		
Switch Stack Subtotal				\$42,681.60

1 Year Support		Qty	Price	Extended
1 Year Support	Switch Stack	1		
1 Year Support Subtotal				\$5,745.00

Engineering Services		Qty	Price	Extended
Services	Engineering Services - Core Switching Installation	1		
Engineering Services Subtotal				\$9,975.00



Date: April 13, 2017

Expiration Date: May 12, 2017

Quote Number: 7826 v3

Payment Terms: 1%/10 Net 30

Recap		Amount
	Network Adapters	\$1,366.54
	SFP and Twinax	\$18,837.36
	Core Switching	\$32,319.00
	1 Year Support	\$5,706.00
	Switch Stack	\$42,681.60
	1 Year Support	\$5,745.00
	Engineering Services	\$9,975.00
	Subtotal	\$116,630.50
	Shipping	\$600.00
	Total	\$117,230.50

Terms & Conditions:

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

Signature: _____

Date: _____

4-25-17

Story County FY17 Quarterly Report
March 31, 2017
75% of Year

Departmental Revenues:	Annual Budget	Amended	YTD Total	Percent of Budget	Amount Remaining
Auditor	\$23,150.00		\$6,373.17	27.53%	\$16,776.83
Treasurer	\$756,800.00		\$705,471.24	93.22%	\$51,328.76
County Attorney	\$416,996.00		\$200,989.30	48.20%	\$216,006.70
Sheriff	\$1,231,070.00		\$991,353.99	80.53%	\$239,716.01
Recorder	\$528,045.00		\$385,303.85	72.97%	\$142,741.15
Animal Control	\$34,600.00		\$35,861.31	103.65%	-\$1,261.31
Engineer	\$7,199,944.00		\$5,396,149.85	74.95%	\$1,803,794.15
Veteran Affairs	\$10,400.00		\$15,100.00	145.19%	-\$4,700.00
Conservation Board	\$955,320.00		\$267,907.83	28.04%	\$687,412.17
Environmental Health	\$75,800.00		\$60,992.38	80.46%	\$14,807.62
IRVM	\$37,890.00		\$24,925.36	65.78%	\$12,964.64
Community Services	\$6,300.00		\$14,867.01	235.98%	-\$8,567.01
Community Life	\$441,654.00		\$137,815.11	31.20%	\$303,838.89
Facilities Management	\$1,200.00		\$1,639.22	136.60%	-\$439.22
Information Technology	\$9,600.00		\$13,548.19	141.13%	-\$3,948.19
Planning & Development	\$39,100.00		\$27,867.22	71.27%	\$11,232.78
DHS	\$182,500.00		\$134,650.43	73.78%	\$47,849.57
Mental Health	\$48,080.00		\$66,521.86	138.36%	-\$18,441.86
Juvenile Court Services	\$10,100.00		\$7,007.31	69.38%	\$3,092.69
Countwide Services	\$28,769,917.00	\$30,576,917.00	\$31,228,385.54	102.13%	-\$651,468.54
Total Revenues:	\$40,778,466.00	\$42,585,466.00	\$39,722,730.17	93.28%	

Story County FY17 Quarterly Report
March 31, 2017
75% of Year

	Original Annual Budget	Amended	Jan-Feb-Mar Total	YTD Total	Percent of Budget	Amount Remaining
Expenditures:						
Board of Supervisors	\$788,701.00		\$381,037.00	\$580,780.44	73.64%	\$207,920.56
Auditor	\$1,069,860.00		\$412,029.47	\$858,412.19	80.24%	\$211,447.81
Treasurer	\$810,210.00		\$390,651.56	\$597,227.60	73.71%	\$212,982.40
County Attorney	\$2,290,736.00		\$1,182,123.77	\$1,791,253.39	78.20%	\$499,482.61
Sheriff	\$8,248,399.00		\$4,109,666.43	\$6,254,349.13	75.83%	\$1,994,049.87
Recorder	\$516,865.00		\$202,367.09	\$330,373.78	63.92%	\$186,491.22
Animal Control	\$372,970.00	\$572,970.00	\$323,654.27	\$417,570.01	72.88%	\$155,399.99
General Betterment (40% L.O.S.T.)	\$778,725.00		\$649,870.81	\$657,041.14	84.37%	\$121,683.86
Engineer	\$8,483,800.00		\$2,734,806.69	\$4,340,095.95	51.16%	\$4,143,704.05
Veteran Affairs	\$107,834.00		\$46,120.10	\$79,770.41	73.98%	\$28,063.59
Conservation Board	\$3,412,449.00		\$972,996.41	\$1,500,977.93	43.99%	\$1,911,471.07
Environmental Health	\$289,274.00		\$140,388.30	\$215,381.97	74.46%	\$73,892.03
IRVM	\$244,730.00		\$118,281.75	\$168,113.52	68.69%	\$76,616.48
Community Services	\$307,300.00		\$144,860.06	\$232,709.00	75.73%	\$74,591.00
Community Life	\$432,220.00		\$32,704.38	\$50,558.30	11.70%	\$381,661.70
Human Services Center	\$360,200.00		\$181,080.51	\$304,720.16	84.60%	\$55,479.84
Facilities Management	\$653,530.00		\$317,418.07	\$484,601.94	74.15%	\$168,928.06
Information Technology	\$1,051,378.00		\$393,025.90	\$617,243.87	58.71%	\$434,134.13
Planning & Development	\$207,690.00		\$102,893.99	\$155,293.41	74.77%	\$52,396.59
Justice Center Facilities	\$674,915.00		\$326,117.23	\$511,395.14	75.77%	\$163,519.86
DHS	\$67,500.00		\$23,229.79	\$33,732.59	49.97%	\$33,767.41
Mental Health	\$1,255,030.00		\$158,530.42	\$231,891.96	18.48%	\$1,023,138.04
Juvenile Court Services	\$377,050.00		\$117,261.76	\$194,963.34	51.71%	\$182,086.66
Countywide Services	\$7,808,265.00	\$9,945,765.00	\$2,461,667.32	\$4,783,159.53	48.09%	\$5,162,605.47
Total Expenditures:	\$40,609,631.00	\$42,947,131.00	\$15,922,783.08	\$25,391,616.70	62.53%	\$17,555,514.30
Fund Balance Status:					% of exp	
General Basic Fund	\$12,781,681.82	Committed	\$1,600,000.00	Assigned	YTD	
General Supplemental Fund	\$2,322,592.51			\$1,361,338.00	66.36%	
County Services MHDS Fund	\$2,351,282.73				71.58%	
Rural Services Fund	\$1,845,200.95				17.51%	
TIF Fund	\$545,440.15				67.88%	
Secondary Roads Fund	\$5,979,432.08		\$661,140.00		51.00%	
					51.16%	