

The Board of Supervisors met on 5/11/21 at 10:00 a.m. in the Story County Administration Building. Members present: Lisa Heddens, Latifah Faisal, and Linda Murken, with Heddens presiding. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov)). Heddens noted due to mitigation efforts the recommendations for social distancing in order to help slow the spread of the COVID-19 virus and limited space, the meeting will be provided via Zoom originating from the Story County Administration Building.

**ADOPTION OF AGENDA:** Faisal moved, Murken seconded adopting the agenda as presented. Motion carried unanimously (MCU) on a roll call vote.

**DIRECTION REGARDING LEASE RENEWAL WITH MARY GREELEY MEDICAL CENTER (MGMC) FOR 7/1/21:** Karla Webb, Community Services Director, reported on the current lease agreement. MGMC and Central Iowa Community Services (CICS) are partnering to develop and implement subacute services by 7/1/21 at the transitional living center on Hazel Avenue. Murken asked about square footage in other group homes. Joby Brogden, Facilities Management Director, reported all the group homes have the same space and rent. Heddens asked cost and reimbursement. Russell Wood, CICS CEO, stated the cost would be billed. Discussion took place. Murken moved, Faisal seconded the approval of the Lease Renewal with Mary Greeley Medical Center at 124 S. Hazel Avenue for \$4,975.00 a month starting on 10/1/21. Roll call vote. (MCU)

**PROCLAMATION RECOGNIZING MAY 16-22, 2021 AS EMERGENCY MEDICAL SERVICES (EMS) WEEK:** The Board read the Proclamation. Faisal moved, Murken seconded the approval of the Proclamation Recognizing 5/16/21-5/22/21 as Emergency Medical Services (EMS) Week. Roll call vote. (MCU)

**NATIONAL ALLIANCE ON MENTAL ILLNESS (NAMI) OF CENTRAL IOWA ANNUAL REPORT:** submitted written report.

**MINUTES:** 5/4/21 Minutes – will be considered next week.

**PERSONNEL ACTIONS:** 1) new hire, effective 5/26/21, in Attorney's Office for Peggy Michelotti @ \$2,747.69/bw; effective 5/17/21, in Board of Supervisors for Bryce Garman @ \$11.00/hr; effective 5/24/21, in Facilities Management for Matthew Stark @ \$23.12/hr; 2) pay adjustment, effective 5/9/21, in Attorney's Office for Monika Stalzer @ \$2,464.97/bw. Murken moved, Faisal seconded the approval of Personnel Actions as listed. Roll call vote. (MCU)

**CLAIMS:** 5/13/21 Claims of \$2,547,543.46 (run date 5/7/21, 27 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$1,505.41), BooSt School Ready (\$17,150.88), BooSt Early Childhood (\$8,979.88), Emergency Management (\$3,779.12), E911 surcharge (\$3,157.07), County Assessor (\$307.01), Ames City Assessor (\$32,500.85), and Central Iowa Community Services (\$203,645.39). Faisal moved, Murken seconded the approval of Claims as submitted. Roll call vote. (MCU)

Murken moved, Faisal seconded the approval of Consent Agenda as presented.

1. Amendment of an additional \$5,000.00 to Agreement between Shive-Hattery and Story County Conservation for the Praeri Rail Trail Paving Project in Zearing
2. Youth and Shelter Services (YSS) Revised Proposal Regarding Pandemic Impact on Kids Club Program to request a unit rate change from \$12.63 to \$22.98
3. Quarterly Report: Treasurer
4. The Sheriff's Office to order three (3) patrol vehicles for \$117,789.00 for FY22
5. Minutes from 1/21/21 meeting of the Story County Economic Development Group
6. Contract with Shive-Hattery for \$88,050.00 for McFarland Lake Restoration Design Services
7. Road Closure Resolution: #21-37
8. Utility Permits: #21-5611, #21-5613, #21-5614, #21-5616
9. Renewal and Support Fees between Story County and CDW Government for CrowdStrike Anti-Virus, effective 7/26/21-7/25/22, for \$13,447.50
10. Agreement between Story County and Jessica Martin for the Coordinate the Alternatives Arrest Diversion to Treatment Program for the Story County Attorney's Office for \$1,530.00 effective 5/12/21

Roll call vote. (MCU)

**RESOLUTION #21-88 AMENDING CERTAIN BOUNDARIES OF THE AMES URBAN FRINGE PLAN (AUF) LAND USE CLASS MAP, AS REFERENCED IN THE AMES URBAN FRINGE JOINT AND COOPERATIVE AGREEMENT (28E) AND REFERENCED IN CHAPTER 92.08 AMENDING THE CORNERSTONE TO CAPSTONE COMPREHENSIVE (C2C) PLAN OF THE STORY COUNTY CODE OF ORDINANCES, FOR THE AREA EXTENDING WESTWARD FROM THE CURRENT CITY BOUNDARY TO THE COUNTY LINE (APPROXIMATELY 1,500 FEET ALONG LINCOLN HIGHWAY) AND NORTHWARD ALONG NORTH 500<sup>TH</sup> AVENUE (APPROXIMATELY 768 FEET), COMPRISING APPROXIMATELY 26.5 ACRES FROM THE RURAL/URBAN TRANSITION AREA TO URBAN SERVICE AREA LAND USE CLASS, AND RESOLUTION #21-89 JOHN R. CRANE AND FLUMMERFELT QUAIL RIDGE, LLC, VOLUNTARY ANNEXATION:** Amelia Schoeneman, Planning and Development Director,

reported on the proposed annexation in west Ames. The proposed annexation in an 80/20 annexation, consisting of at least 80% consenting landowners. Three non-consenting parcels were included as annexations cannot create islands. Schoeneman reported on current land use designation. Both the Planning and Zoning Commission and Schoeneman's staff recommend approval. Murken asked about the storm water regulations and retention. Heddens opened the public hearing at 10:37 a.m., Brant Lemer, Ames, stated he supports the amendment but not the annexation. Hearing no further comments, Heddens closed the public hearing at 10:44 a.m. Additional discussion took place. Murken moved, Faisal seconded the approval of Resolution #21-88, Amending Certain Boundaries of the Ames Urban Fringe Plan Land Use Class Map, as Referenced in the Ames Urban Fringe Joint and Cooperative Agreement (28E) and Referenced in Chapter 92.08 Amending C2C Plan of the Story County Code of Ordinances, for the Area Extending Westward from the Current City Boundary to the County Line (Approximately 1,500 Feet Along Lincoln Highway) and Northward Along North 500<sup>th</sup> Avenue (Approximately 768 Feet), Comprising Approximately 26.5 Acres from the Rural/Urban Transition Area to Urban Service Area Land Use Class and Resolution #21-89 John R. Crane and Flummerfelt Quail Ridge, LLC, Voluntary Annexation as recommended by staff. Roll call vote. (MCU)

**FIRST CONSIDERATION OF ORDINANCE NO. 293, AMENDING CHAPTER 80, FLOODPLAIN MANAGEMENT PROGRAM, OF THE STORY COUNTY LAND DEVELOPMENT REGULATIONS:** Amelia Schoeneman, Planning and Development Director, reported on proposed amendments, including adopting language from the Iowa Department of Natural Resources (DNR), a community rating system, and utility systems. Staff recommends approval. Heddens opened the public hearing at 10:51 a.m., and, hearing none, she closed the public hearing at 10:51 a.m. Faisal moved, Murken seconded the approval of the First Consideration of Ordinance No. 293, Amending Chapter 80, Floodplain Management Program, of the Story County Land Development Regulations as presented and Set Second Consideration for 5/18/21. Roll call vote. (MCU)

**WATER DAMAGE REPAIRS AT THE HUMAN SERVICES CENTER (HSC) OF APPROXIMATELY \$23,500.00 (UN-BUDGETED):** Joby Brogden, Facilities Management Director, reported on damage from a faulty sprinkler head. Brogden listed items to be replaced. Murken moved, Faisal seconded the approval of repairs of approximately \$23,500.00 (un-budgeted) for water damage repairs at HSC. Roll call vote. (MCU)

**REVITALIZE IOWA'S SOUND ECONOMY PROGRAM (RISE) PROJECT:** Darren Moon, Engineer, reported on location of the proposed improvements. Story County is not committed to funding until the project is let. Moon recommended approval. Discussion took place. Faisal moved, Murken seconded the approval of Revitalize Iowa's Sound Economy Program (RISE) Project. Roll call vote. (MCU)

**APPLICATION FROM THE CITY OF COLLINS FOR \$1,824.00 FROM THE FAÇADE IMPROVEMENT GRANT PROGRAM:** Leanne Harter, County Outreach and Special Projects Manager, reported on the program; \$10,000.00 is budgeted. The application is for two adjoining properties on Main Street; the City is the owner and applicant. The request meets requirements. Discussion took place. Murken moved, Faisal seconded the approval of the application from the City of Collins for \$1,824.00 from the Façade Improvement Grant Program and receipt of a resolution from the City Council. Roll call vote. (MCU)

**DISCUSSION OF PRIORITIZATION OF POTENTIAL TAX INCREMENT FINANCING (TIF) REVENUES:** Leanne Harter, County Outreach and Special Projects Manager, read the Board's stated priorities and estimated TIF revenues in the upcoming years. The Board's priorities and any revision to application timeline need to be communicated to potential applicants. Lucy Martin, Auditor, reported on how estimated TIF revenues are derived. Harter reported on proposed projects. Discussion took place. Harter will communicate the extension of the May deadline, and place revisions on an upcoming agenda.

**UPCOMING AGENDA ITEMS:** Heddens reported on the Board of Health and the tanning ordinance.

**PUBLIC FORUM #2:** Brant Lemer, Ames, provided additional comments on the annexation Public Hearing item.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** The Board members reported on multiple meetings. Murken moved, Faisal seconded to adjourn at 11:35 a.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Agenda  
5/11/21

1. Originating From Administration Building, Story County Public Access Provided Via "Zoom" Meeting

**SPECIAL NOTE TO THE PUBLIC:** Due to recommendations to social distance in order to help slow the spread of the COVID-19 virus, the capacity of our meeting room is significantly limited. Therefore, public access to the meeting will be provided via Zoom.

**Members of the public can participate by using the information below:**

**To join the zoom meeting by computer, tablet, smartphone:**

Visit [HTTPS://WWW.ZOOM.US/](https://www.zoom.us/)

Click on "Join A Meeting" and use the Zoom Meeting ID 981 7092 0243 and Password 446094

**To join the meeting by telephone:**

Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit [WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS](http://WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS)

for more information on how to participate in meetings of the Story County Board of Supervisors.

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1
5. ADOPTION OF AGENDA:
6. PUBLIC COMMENT #1:  
This comment period is for the public to address topics on today's agenda
7. Discussion And Direction Regarding Lease Renewal With Mary Greeley Medical Center For 7/1/21 - Karla Webb And Joby Brogden

Department Submitting CS, FMGT

Documents:

MGMC LEASE MEMO 5 3 21.PDF  
MGMC CURRENT LEASE.PDF

8. Consideration Of Proclamation Recognizing May 16-22, 2021 As Emergency Medical Services (EMS) Week

Department Submitting Board of Supervisors

Documents:

2021 EMS WEEK PROCLAMATION.PDF

9. AGENCY REPORTS:

I. NAMI Of Central Iowa Annual Report - Submitted Report

Department Submitting Auditor

Documents:

2020 REPORT STORY CO SUP.PDF

10. CONSIDERATION OF MINUTES:

I. 5/4/21 Minutes

Department Submitting Auditor

11. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)new hire, effective 5/26/21, in a)Attorney's Office for Peggy Michelotti @ \$2,747.69/bw; effective 5/17/21, in b)Board of Supervisors for Bryce Garman @ \$11.00/hr; effective 5/24/21, in c)Facilities Management for Matthew Stark @ \$23.12/hr; 2)pay adjustment, effective 5/9/21, in a)Attorney's Office for Monika Stalzer @ \$2,464.97/bw

Department Submitting HR

12. CONSIDERATION OF CLAIMS:

I. 5/13/21 Claims

Department Submitting Auditor

Documents:

CLAIMS 051321.PDF

13. 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 An Amendment To Agreement Between Shive-Hattery And Story County Conservation For The Praeri Rail Trail Paving Project In Zearing For An Additional \$5,000.

Department Submitting Conservation

Documents:

SHIVE HATTERY PRT AMENDMENT.PDF

- II. Consideration Of YSS' Revised Proposal Regarding Pandemic Impact On Kids Club Program To Request A Unit Rate Change From \$12.63 To \$22.98

Department Submitting Board of Supervisors

Documents:

STORY COUNTY BOARD OF SUPERVISORS LETTER.PDF  
STORY COUNTY PROVIDER AND PROGRAM PARTICIPATION  
AGREEMENT AMENDMENT NO 2.PDF

- III. Consideration Of Quarterly Report For The Following: Treasurer

Department Submitting Auditor

Documents:

TREA QTR.PDF

- IV. Consideration For The Sheriff's Office To Order Three (3) Patrol Vehicles Now For Fiscal Year 2022 For \$117,789

Department Submitting Sheriff

Documents:

VEHICLE PURCHASE.PDF

- V. Consideration Of Minutes From January 21, 2021 Meeting Of The Story County Economic Development Group

Department Submitting Board of Supervisors

Documents:

JANUARY 21 SCEDG MINUTES.PDF

- VI. Consideration Of Contract With Shive-Hattery For \$88,050.00 For McFarland Lake Restoration Design Services

Department Submitting Conservation

Documents:

SHIVE HATTERY.PDF

- VII. Consideration Of Road Closure Resolution(S): #21-37

Department Submitting Engineer

Documents:

RC 21 37.PDF

VIII. Consideration Of Utility Permit(S): #21-5611, 21-5613, 21-5614, 21-5616

Department Submitting Engineer

Documents:

UT 21 5611.PDF  
UT 21 5613.PDF  
UT 21 5614.PDF  
UT 21 5616.PDF

IX. Consideration Of Renewal And Support Fees Between Story County And CDW Government For CrowdStrike Anti-Virus Effective 7/26/21 - 7/25/22 For \$13,447.50

Department Submitting Information Technology

Documents:

CROWDSTRIKE RENEWAL.PDF

X. Consideration Of Of Agreement Between Story County And Jessica Martin For The Coordinate The Alternatives Arrest Diversion To Treatment Program For The Story County Attorney's Office For \$1,530.00 Effective 5/12/21

Department Submitting Attorney

Documents:

AGREEMENT.PDF

14. PUBLIC HEARING ITEMS:

- I. Discussion And Consideration Of Resolution #21-88 Amending Certain Boundaries Of The Ames Urban Fringe Plan Land Use Class Map, As Referenced In The Ames Urban Fringe Joint And Cooperative Agreement (28E) And Referenced In Chapter 92.08 Amending The Cornerstone To Capstone Comprehensive Plan (C2C Plan) Of The Story County Code Of Ordinances, For The Area Extending Westward From The Current City Boundary To The County Line (Approximately 1500 Feet Along Lincoln Highway) And Northward Along North 500th Avenue (Approximately 768 Feet), Comprising Approximately 26.5 Acres From The Rural/Urban Transition Area To Urban Service Area Land Use Class And Resolution #21-89 John R. Crane And Flummerfelt Quail Ridge, LLC, Voluntary Annexation – Amelia Schoeneman

Department Submitting Planning and Development

Documents:

RESOLUTION 21 88 21 89 STAFF MEMO AND PLAT.PDF

- II. First Consideration Of Ordinance No. 293, Amending Chapter 80, Floodplain

Management Program, Of The Story County Land Development Regulations – Amelia Schoeneman

Department Submitting Planning and Development

Documents:

ORDINANCE AND MEMO.PDF

15. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Water Damage Repairs For Human Services Center, Approximately For \$23,500.00 (Un-Budgeted) - Joby Brogden

Department Submitting Facilities Management

Documents:

HSC WATER DAMAGE REQUEST.PDF  
PHOTO.PDF

- II. Discussion And Consideration For Revitalize Iowa's Sound Economy Program (RISE) Project - Darren Moon

Department Submitting Engineer

Documents:

RISE PROJECT.PDF

- III. Consideration Of Application From The City Of Collins For \$1,824 For The Facade Improvement Grant Program - Leanne Harter

Department Submitting Board of Supervisors

Documents:

BOS REVIEW MAY 11.PDF

16. DEPARTMENTAL REPORTS:

17. OTHER REPORTS:

- I. Discussion Of Prioritization Of Potential Tax Increment Financing (TIF) Revenues - Leanne Harter

Department Submitting Board of Supervisors

Documents:

URA PRIORITY DISCUSSION.PDF  
TIF BALANCES.PDF

18. UPCOMING AGENDA ITEMS:

19. 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.

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

21. ADJOURNMENT:

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





**STORY COUNTY  
BOARD OF SUPERVISORS**

**LISA K. HEDDENS  
LINDA MURKEN  
LATIFAH FAISAL**

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

**EMS Week Proclamation**

To designate the week of May 16 - 22, 2021, as Emergency Medical Services Week

WHEREAS, emergency medical services are a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services have grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

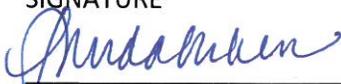
WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW THEREFORE, We, the Story County Board of Supervisors, Story County Iowa, in recognition of this event do hereby proclaim the week of May 16-22, 2021, as **EMERGENCY MEDICAL SERVICES WEEK** with the EMS Strong theme, ***THIS IS EMS: Caring for Our Communities***

 5-11-21  
SIGNATURE Date

 5-11-21  
SIGNATURE Date

 5-11-21  
SIGNATURE Date



**Story County Community Services  
Karla Webb, Director**

Story County Human Services Center  
126 S. Kellogg Ave. Suite 001, Ames, Iowa 50010

Ph. 515-663-2930 Fax 515-663-2940  
www.storycountyiowa.gov  
communityservices@storycountyiowa.gov

**To:** Story County Board of Supervisors  
**From:** Karla Webb, Community Services Director and Joby Brogden, Director of Facilities Management  
**Date:** 5/3/21  
**Subject:** Mary Greeley Medical Center lease renewal for 124 S. Hazel Ave., Ames, IA 50010

Story County's current lease with Mary Greeley Medical Center (MGMC) for 124 S. Hazel Ave., Ames, IA 50010 where transitional living center (TLC) services are provided expires 6/30/21. The lease was renewed 1/1/21 for \$1.00 per term of the lease.

Mary Greeley Medical Center and CICS are partnering to develop and implement subacute services by July 1, 2021 at this location. MGMC staff are currently working to apply for subacute bed licensure with the Iowa Department of Inspection and Appeals. MGMC will be working to identify if TLC services can continue to be provided at this location dependent on licensure requirements or if stepdown subacute services would be more optimal.

MGMC and CICS will be negotiating service rates and a component factoring into the rate structure is whether or not rent will be charged for the building at 124 S. Hazel Ave., Ames.

Joby Brogden has determined the below rent amount based on current data available.

- Current Assessed value (property has not been assessed since the remodel) \$433,500.00 x .5562090 (estimated roll back) = \$241,116.60 x .03148724 (levy rate) = \$7,592.00 annual tax amount.
- Rent rate is 4737 usable square footage x \$11 per square foot = \$52,107.00 annual rent  
\$52,107.00 + \$7,592.00 = \$59,699.00 total annual rent / 12 months = \$4,974.91, suggest round up to \$4,975.00 for total monthly rent.

City of Ames Assessor will be able to assess the property in late 2021 or early 2022. An appraisal of the property is also being sought.

Staff is seeking direction from the Board of Supervisors for the lease renewal and if the Board desires to continue to offer the rate of \$1.00 per term of the lease or a monthly rental amount.

Thank you for your consideration.

**APPROVED                      DENIED**

Board Member Initials: AKH

Meeting Date: Set Per 10-1-21

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

\_\_\_\_\_

\_\_\_\_\_

RECEIVED

JAN 05 2021

STORY COUNTY  
COMMUNITY SERVICES

RECEIVED

JAN 25 2021

STORY COUNTY  
COMMUNITY SERVICES

**LEASE - BUSINESS PROPERTY - SHORT FORM**  
**THE IOWA STATE BAR ASSOCIATION**  
Official Form No. 165  
**Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

Ethan P. Anderson, 1315 South B. Ave., Nevada, IA 50201, Phone: (515) 232-4185

**Return Document To:** (name and complete address)

1315 South B. Ave  
Nevada, Iowa 50201

**Grantors:**

Mary Greeley Medical Center

**Grantees:**

Story County, Iowa

**Legal Description:** See Page 2

**Pages:** Nine (9) including this page

**Official Board Action date:** 1/12/21

**Reference Number:** \_\_\_\_\_

## BUSINESS PROPERTY LEASE

THIS LEASE, made and entered into this 12<sup>th</sup> day of January 2021, by and between Story County, Iowa, authorized under the laws of the State of Iowa, ("Landlord"), whose address, for the purpose of this lease, is 900 6th Street, Nevada, Iowa, 50201, and Mary Greeley Medical Center, ("Tenant"), whose address for the purpose of this lease is 1111 Duff Avenue, Ames, Iowa, 50010.

The parties agree as follows.

### 1. PREMISES AND TERM.

Landlord leases to Tenant the following real estate, situated in Story County, Iowa described as a building property owned by Story County, Iowa and situated in Story County Iowa:

(a) The building located at 124 S. Hazel Avenue, Ames, Iowa 50010.

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of January, 2021, and ending on the 30th day of June, 2021 upon the condition that Tenant performs as provided in this lease. The lease may be renewed by the parties for additional one (1) year terms either by signing a new lease or by signing an addendum (subject to the conditions in section two (2)). This lease shall not automatically renew.

### 2. RENT.

Tenant agrees to pay Landlord as rent **\$1.00 per term** for the property in a single unapportioned lump sum payment, on or before the 1st day of January, 2021. Rent for any partial month shall be prorated as additional rent. Rent beyond the initial term of this lease will be negotiated at the current fair market rate. All rent payments are to be made payable to Story County Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201, and delivered to Story County Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201 or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 5% per annum.

### 3. SECURITY DEPOSIT.

No security deposit for the property is required by the Landlord.

#### 4. POSSESSION.

Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

#### 5. USE.

It is the understanding of the parties that the intended use of the property is for Mary Greeley Medical Center's subacute and transitional living services. Mary Greeley Medical Center shall use the premises only for this business purpose.

#### 6. CARE AND MAINTENANCE.

Landlord and Tenant agree to the following.

##### **Landlord responsibilities:**

- (a) Landlord shall keep the following in good repair: roof, sewer, plumbing, heating, wiring, air conditioning. Landlord shall have reasonable access to the building in all areas at all times in order to inspect, repair, install building mechanical and structural components. **Monthly safety inspections will normally occur on the afternoon shift – 4:00 p.m. to 12:30 a.m. Monday through Friday.(CHECKING W/ FACILITIES ON THIS. MAY JUST CONTINUE QUARTERLY INSPECTIONS)** Landlord shall not be liable for failure to make any repairs or replacements or alterations unless Landlord fails to do so within a reasonable period of time after written notice from Tenant.

##### **Tenant responsibilities:**

- (b) Tenant accepts the premises as is, except as herein provided.
- (c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES.

- (d) Tenant shall make no structural changes or alterations to the building or its contents without the prior written consent of Landlord.
  - (e) Tenant shall contact the Landlord immediately upon notice of any of the following:
    - (1) for any ceiling water leak, service water or plumbing leak;
    - (2) for loss of electricity;
    - (3) for loss of heat or air conditioning;
    - (4) broken glass including building light fixtures;
    - (5) doors/windows that do not open/close or lock.
  - (f) Tenant shall maintain all outside public areas, lawns, sidewalks, driveways, and parking areas including snow removal.
- 

**The following 24 hour emergency number shall be used and kept available for Mary Greeley Medical Center personnel at the building:**

**Facilities Management Emergency Number**

**(515)460-4901**

**Examples of an emergency include: fire, water leaks, unsecured doors/buildings, and broken windows. Our office is open 7:30 am – 4:00 pm, Monday – Friday. During those hours, you may call our main number at: (515)382-7400. If there is no answer, please call the on-call cell phone number (in red, above).**

**Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be emailed to: [FMWorkOrders@storycountyiowa.gov](mailto:FMWorkOrders@storycountyiowa.gov).**

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## **7. MECHANICS' LIENS AND NOTICE TO SOLICITORS.**

Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Mechanic' liens against public property are barred by Iowa Code Section 626.109. Tenant shall not perform any improvement/work to the four properties or hire contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement/work on the premises. Should Tenant be approached by solicitors, Tenant is to immediately notify Landlord and inform solicitors that only Landlord may authorize and perform improvements.

## 8. UTILITIES AND SERVICES.

Tenant shall pay for the following listed utilities: water, electric, gas, sewer and trash services. The listed utilities will be in the Tenant's name. Landlord shall not be liable for damages for failure to perform as herein provided arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

## 9. SURRENDER.

Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease without a written lease or written amendment along with the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease. The landlord may refuse to accept month-to-month payment beyond the lease term without a signed written amendment or new signed lease.

## 10. ASSIGNMENT AND SUBLETTING.

No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

## 11. INSURANCE.

Landlord and Tenant agree to the following.

(a) **Property insurance.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

*AKA*  
*BO*  
3 (b) **Liability insurance.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and ~~\$5,000,000.00~~ annual aggregate. This policy shall include an endorsement listing Story County Iowa as an additional insured. The Tenant will provide a copy of the policy declarations to the Landlord yearly upon request.

## 12. LIABILITY FOR DAMAGE.

Each party shall be liable to the other for all damage caused to the other's property due to the negligence, reckless or intentionally acts caused by that party

(or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

### **13. INDEMNITY.**

Except for negligence of Landlord or Landlord's agents, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the four premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

### **14. DAMAGE.**

In the event of damage to the premises so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by written notice of one party to the other and delivered registered or certified mail to the designated address found in paragraph 17 of this agreement. Thirty (30) days after such notice, the parties shall be released from all obligations under this agreement for the remainder of the lease term. This paragraph is not intended as, and does not operate as, a release for any delinquent rent owing by Tenant or liability for damages owing to either Tenant or Landlord occurring before the notice.

### **15. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

Landlord and Tenant agree to the following.

#### **Events constituting default by tenant:**

Each of the following shall constitute an event of default by Tenant.

- (a) Failure to pay rent when due;
- (b) Failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease;
- (c) Abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; and
- (d) Institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a

receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

**Notice of default:**

Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, (including rent) that cannot be remedied in ten (10) days by diligent efforts, the Tenant shall propose an additional period of time (in writing) in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any one year (365 day) lease period.

**Remedies:**

In the event Tenant has not remedied a default as required by this agreement and assuming proper notice has been given, Landlord may proceed with all available remedies at law or in equity, including but not limited to termination of the lease. In the event of termination of this lease, Landlord shall be entitled to pursue all legal means available to recover possession of the premises. Landlord shall also be entitled to pursue and obtain money judgment against Tenant for the balance of rent agreed to be paid for the lease term, for any damages to the premises plus all expenses of landlord in enforcing these remedies and reletting the premises, including reasonable attorney's fees and court costs.

**16. RIGHT TO ADVERTISE.**

Landlord, during the last 90 days of this lease, unless the parties to this lease have agreed to renew the lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" signs. Tenant will permit prospective tenants or buyers to enter and examine the premises.

**17. LEGAL NOTICES AND DEMANDS.**

All legal or other notices and demands required by this agreement to be in writing shall be delivered to the parties hereto at the addresses designated in this paragraph unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or

certified, properly addressed, return receipt requested, and postage prepaid. The address of Landlord is:

**Story County Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201**

The address of the Tenant is:

**Mary Greeley Medical Center, 1111 Duff Avenue, Ames, Iowa 50010**

#### **18. PROVISIONS BINDING.**

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

#### **19. CERTIFICATION.**

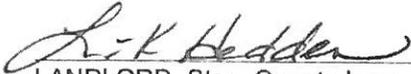
Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

#### **20. CONTENTS**

Landlord will leave contents on the premises. Contents are defined as "chairs, desks, filing and storage cabinets, white boards, folding tables, kitchen equipment, appliances, beds, dressers, etc." All contents are left on the premises at the discretion of the Landlord. Landlord retains ownership of all contents and contents shall not be removed from the buildings without express permission from the Landlord. Landlord may remove contents at any time subject to its discretion. At the end of the lease, all contents return to the Landlord. Contents shall remain in good condition with normal wear and tear. Tenant shall execute an inventory sheet with Landlord specifying the contents that are left on the premises and Tenant agrees to return all contents to Landlord at the expiration of the lease agreement.

**21. ADDITIONAL PROVISIONS.**

The basement of 124 S. Hazel, Ames, Iowa 50010 will be retained and used by landlord Story County, Iowa. Access at all times to the basement area will be granted to Story County, Iowa. Access to the building will be granted to landlord at all times without prior approval by tenant. Landlord will notify tenant when it plans to access the building when prior notice is practical.



LANDLORD, Story County Iowa

Authorized signature

Linda Murken, Chair, Story County Board of Supervisors

Lisa K. Heddens

*LMH*  
*MD*

1-12-21

Date



TENANT, Mary Greeley Medical Center

Brian Dieter, President

12/28/2020

Date

## Facilities Management Emergency Contact Information

### **EMERGENCY NUMBER ONLY:**

**(515)460-4901**

Examples of an emergency include: fire, water leaks, unsecured doors/buildings, and broken windows. Our office is open 7:30 am – 4:00 pm, Monday – Friday. During those hours, you may call our main number at: (515)382-7400. If there is no answer, please call the on-call cell phone number (in red, above).

Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be emailed to: [FMWorkOrders@storycountyowa.gov](mailto:FMWorkOrders@storycountyowa.gov).

-Thank You-  
Story County Facilities Management

**This sign is to reproduced and displayed by Tenant in a prominent location during the lease term.**



Memorandum

To: Story County Board of Supervisors

Through: Michael D. Cox, Director

From: Patrick Shehan, Special Projects Ranger

Date: May 11, 2021

Re: Consideration of an Amendment to Agreement between Shive-Hattery and Story County Conservation for the Praeri Rail Trail paving project in Zearing for an additional \$5,000.

This Amendment to Agreement is a balancing change to reflect additional work entailed during the work on the paving project in Zearing. Shive-Hattery incurred an additional \$8,400 on coordination with the contractor and DOT above their limit due to the schedule extension and contractor unresponsiveness. Shive-Hattery has agreed to share this additional cost burden. This will serve as the final invoice for this project. Funding for this is available in the project.

The Story County Conservation Board recommends approval.

  
Approval

\_\_\_\_\_  
Disapproval

5-11-21  
Date

\_\_\_\_\_  
Date

## **AMENDMENT TO AGREEMENT**

**ATTN:** Michael Cox, Director – Story County Conservation  
**CLIENT:** Story County, IA Conservation Board  
900 6<sup>th</sup> Street  
Nevada, Iowa 50201

**PROJECT:** Story County Conservation - Zearing Trail

**PROJECT LOCATION:** Zearing, IA

**ORIGINAL AGREEMENT DATE:** April 5, 2012

**AMENDMENT DATE:** April 26, 2021

Story County, IA Conservation Board and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

### **PROJECT DESCRIPTION**

The Project Description is revised as follows:

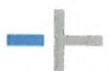
**NO CHANGES**

### **SCOPE OF SERVICES**

Tasks for the Scope of Services are revised as follows:

#### **ADD –**

1. Extended Construction Phase Services: The construction schedule has been delayed from a 2019 completion to a 2020 completion due to weather, contractor delays, and DOT audit process. The following services were provided:
  - a. Tasks to be completed by the Consultant during construction:
    - 1) Perform pre-final project review and prepare remaining work items to be completed prior to final review;
    - 2) Perform final project review with Iowa DOT and Owner representatives;
    - 3) Complete Statement of Field Acceptance (Form 830435) and Statement of Completion (Form 830436)
  - b. Tasks to be completed by the Consultant during the Final Audit:
    - 1) Complete, compile or generate all of the applicable documents as defined by Pre-Audit Checklist, Attachment E to IM 3.910. Assemble paper copies of all applicable documents in the project binder. Deliverables shall include digital and paper copies to be placed in the binder of the following:
      - Bid Proposal (supplied by the Iowa DOT)
      - Addendums
      - Contract
      - Plans
      - Plan Revisions
      - Pre-Construction Meeting Minutes
      - Observer's Reports
      - Traffic Control Documentation
      - Non-compliance Notice, if applicable
      - DBE Commitment Forms



- Subcontractor Request and Approval
  - Storm Water Permit – Notice to Proceed/Discontinuation
  - Iowa DNR Notification of Completion of Construction
  - Notice of Suspension or Resumption of Work, if applicable
  - Equal Employment Opportunity Site Observations
  - Change Orders
  - Material Review for compliance with testing, sampling, and acceptance requirements of the Iowa DOT Standard Specifications and Materials IM 101, 204 and 205.
  - Material Tickets
  - Progress Vouchers/Pay Estimates
- 2) Complete, compile or generate all of the applicable documents as defined by Final Forms Packet Checklist, Attachment F to IM 3.910. Assemble paper copies of applicable documents including the following:
- Final Pay Estimate
  - Final Contract Construction Progress Voucher
  - Application portions of the Certification of DBE Accomplishments
  - Certification of Subcontractor Payments
  - Contractor Evaluations
  - Interest Payment Information
  - Change Order
  - Audit of Final Pay Estimate
  - Final Payment
  - Non-Compliance Statements
- 3) Review audit with Iowa DOT representatives.
- 4) Provide project management necessary to monitor the project progress and budget. Generate consultant invoices including reimbursable expenses.

### CLIENT RESPONSIBILITIES

Client Responsibilities are revised as follows:

1. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
2. Coordinate and provide a location for the public open house or any meetings with adjacent property owners.
3. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with each subsequent design phase submittal and bid letting.
4. Provide necessary right-of-way and/or easements as required for construction of project.
5. Provide necessary environmental clearances and/or environmental mitigation that may be required for the project.
6. Review and provide comments on the preliminary and final design plans and specifications.
7. Provide Legal and hold easement acquisition responsibilities.
8. Provide funding for the project.

### SCHEDULE

The Schedule is revised as follows:

**ADD** – We anticipate construction to wrap up by fall of 2020 and audit to be completed by early 2021.

**COMPENSATION**

The Compensation is revised as follows:

**ADD**

Description	Fee	Fee Type	Estimated Reimbursable Expenses
Extended Construction Phase Services	\$5,000	Hourly	Included in Fee
<b>TOTAL</b>			<b>\$5,000</b>

**Fee Types:**

- Hourly - We will provide the Scope of Services on an hourly rate plus reimbursable expense basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the amount shown without your prior authorization.

**Expenses:**

- Included – Expenses have been included in the Fee amount.

The terms of this proposal are valid for 30 days from the date of this proposal.

**ADDITIONAL SERVICES**

The Additional Services are revised as follows:

**NO CHANGE**

**AGREEMENT**

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

Sincerely,  
SHIVE-HATTERY, INC.



Luke Monat, P.E., Project Manager  
[lmonat@shive-hattery.com](mailto:lmonat@shive-hattery.com)

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**AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED**

CLIENT: Story County Conservation

BY: Craig D. Meyers TITLE: Board Chair  
(signature)

PRINTED NAME: Craig Meyers DATE ACCEPTED: 5/10/21

Copy: Patrick Shehan

Story County Board of Supervisors

BY: Lisa K. Hedders TITLE: Chair, Board of Supervisors  
(signature)

PRINTED NAME: Lisa K. Hedders DATE ACCEPTED: 5-11-21



May 5, 2021

Attn: Sandra K. King and Story County Board of Supervisors  
Story County Board of Supervisors  
900 6<sup>th</sup> St.  
Nevada, IA 50201

Dear Story County Board of Supervisors,

As a follow up to our original request for one-time emergency funding to support YSS Kids Club Programs in Story County through the pandemic, at your direction we are amending our proposal to request an increase to the unit rate for Kids Club for FY21 from \$12.63 to \$22.98 retroactive to July 1, 2020, up to the previously approved allocation from Story County for fiscal year 20/21.

A unit rate of \$22.98 represents our updated costs based on actual financials and forecasts through the end of the year as outlined in the updates ABF-5 submitted under separate copy.

As we shared in our initial request, YSS has been working hard to reduce expenses and increase revenue to sustain this vital community program. On the expense side, overall staffing levels were reduced given decreased enrollment in Kids Club, which did lead to some saving on direct care salary expense. That said, the original budget proposal submitted in 2019, did not include any administrative salary expense which is required for the program to function (an oversight on our application). On the revenue side, we did have a successful community based fundraising campaign, and have been fortunate to receive additional COVID related stipends from DHS to help offset some losses and support the sustainability of the program.

The major factor to the increased unit rate is simply the reduction in enrollment (units of service). And while we still anticipate losses for this program, enrollments have been increasing and we sense we're turning a real corner as we head into summer.

This request is in alignment with what ASSET Funder United Way of Story County has already approved and would allow us to draw down more of what Story County had already budgeted for this program per your direction.

Thank you for the consideration of our request.

Sincerely,

Andrew Allen  
President and Chief Executive Officer

<b>APPROVED</b>	<b>DENIED</b>
Board Member Initials: <u>AKH</u>	_____
Meeting Date: <u>5-11-21</u>	_____
Follow-up action: _____	_____
_____	_____
_____	_____



**Story County  
Provider and Program Participation Agreement Amendment No. 2**

1. This amendment is entered into this 11<sup>th</sup> day of MAY, 2021 by and between Story County and YSS (Provider), original parties to the agreement dated 5/11/21.
2. The agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

**YSS ATTACHMENT A Amendment Effective \_\_\_\_\_  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2021**

Service Description	Unit of Service	Rate
See Attachment A as revised	See Attachment A as revised	See Attachment A as revised

3. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment. If there is conflict between this amendment and the agreement, the terms of this amendment will prevail.

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

**Story County:**

**YSS:**

By: 

By: 

Print Name: Lisa Heddens

Print Name: Andrew Allen

Print Title: Chair, Story County Board of Supervisors

Print Title: President & CEO

Date: 5-11-21

Date: 5/4/21

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2021**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Child Safety Not to Exceed \$2,426	1 Staff Hour	\$71.26
Kids Club <u>Not to Exceed \$66,087</u> Kids Club Carry Over FY20 Funds Not to Exceed \$16,629.81	1 Partial Day (3 hours)	\$22.98
Mentoring Not to Exceed \$37,261	1 Client Contact/Day	\$55.77
The Nest Program Not to Exceed \$358	1 Client Contact	\$150.76
Transitional Living Not to Exceed \$8,173	1 Client Contact	\$25.22
Youth Dev/Soc. Adj. <u>Not to Exceed \$30,657</u> Youth Dev/Soc. Adj. Carry Over FY 20 Funds <u>Not to Exceed \$9,597.98</u>	1 Client Contact/Day	\$54.75
Employment Assistance Not to Exceed \$6,212	1 Staff Hour	\$48.53
Family Dev./Edu FaDSS Not to Exceed \$2,873	1 Client Hour	\$42.72
Pub Educ./Awareness Combined <u>Not to Exceed \$101,271</u> Carry Over FY20 Funds Not to Exceed \$23,643.67	1 Staff Hour	\$69.42
Summer Enrichment Not to Exceed \$18,364	1 Partial Day (3 hours)	\$8.27
Emergency Shelter -Rosedale Not to Exceed \$89,250	1 24 Hour Period of Food and Shelter	\$505.34
Substance Abuse Co-Occurring (Out. Pt.) <u>Not to Exceed \$45,000</u> Substance Abuse Co-Occurring (Out. Pt.) Carry Over FY20 Funds Not to Exceed \$10,467	1 Client Hour	\$199.95
Primary Treatment Out Pt. Carry Over FY20 Funds Not to Exceed \$54,822.75	1 Client Hour	\$190.19
Kids Club Local Option Not to Exceed \$3,850	1 Partial Day (3 hours)	\$22.98

Child Safety Local Option <u>Not to Exceed \$2,200</u> Carry Over FY20 Funds Not to Exceed \$2,200	1 Staff Hour	\$71.26
Summer Enrichment Local Option <u>Not to Exceed \$800</u> Local Option Carry Over FY20 Funds Not to Exceed \$192.40	1 Partial Day (3 hours)	\$8.27
The Nest Program Local Option <u>Not to Exceed \$100</u> The Nest Program Local Option Carry Over FY20 Funds Not to Exceed \$100	1 Client Contact	\$150.76
Service Coordination Not to Exceed \$45,025	1 Client Hour	\$30.37



**Story County Treasurer's Office**  
**Ted Rasmusson, Treasurer**

P.O. Box 498  
Nevada, IA 50201  
Phone 515-382-7330  
Fax 515-382-7336  
storycountyia.gov/treasurer  
treasurer@storycountyia.gov

**Treasurer's Quarterly Report**

FY2021-Q3

April 28, 2021

Prepared by:

Ted Rasmusson, Treasurer

Ardis A Baldwin, Finance Deputy

Lori McDonald, Operations Deputy

**APPROVED**      **DENIED**  
Board Member Initials: AKH  
Meeting Date: 5-11-21  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**January, February, March 2021**

Our office spent the third quarter of FY21 continuing to evolve as we sought the best way to provide services to our Story County citizens while maintaining a safe environment during the ongoing COVID-19 pandemic. We expanded appointment times and offerings throughout the quarter, while continuing to offer all business through phone, email, mail, and drop box for those who were unable or uncomfortable visiting our office. We had a very smooth January and February before things got a little more difficult in March. We saw a team member leave the county at the beginning of the month, which left us short staffed during our normally very busy tax time. This was exacerbated by one the busiest months for car titles we have ever seen. It made for a demanding finish to the quarter, but a very successful one in terms of conducting the county's business.

Second half property taxes were due March 31, so in March we expanded our appointment offerings by adding Property Tax specific appointments. Our office closed in the midst of the March 2020 property tax collection and was closed to the public for the entire September 2020 collection time. During those times there seemed to be a realization amongst the public that online payments were a good option as we saw those continue to increase, lessening the load on in-office processing. We had a very successful collection month as we ended March with approximately 2% of all taxes outstanding, which is historically quite good.

Our motor vehicle department had a very good January and February and rarely had a backlog of more than 1-2 days for mail and drop box items. However, as property tax collections picked up in March so did title transfers. A confluence of factors (income tax returns, federal stimulus payouts, and incredibly low interest rates) led to what multiple car dealerships told us was their highest volume March in their history. Our team did an amazing job keeping up with all of the transfers without using either overtime or comp time. Most of our neighbor counties saw backlogs of 10-15 days, but we were never more than 6 days behind on mail. This really reflects how hard our team worked this quarter all while processing approximately \$75 million in property tax payments.

Third quarter FY21 saw some volatility in the bond and investments market. At multiple times the rates would inch up, but each time they crept back down within a week or two. This led to our interest rates with our banks to continue to stay low. We are still receiving less than 0.5% interest on almost all of our funds, other than some long term bond investments. We continue to discuss this with our investment partners and still do not foresee rates increasing in the foreseeable future. Much of this is dependent on the Federal Government's Rescue act and possible upcoming infrastructure act. If the Federal Government continues to borrow money to stimulate the economy and improve infrastructure, they will want the interest rates to stay low for their borrowing. We will continue to search out any possible gains in terms of return on investment.

Third quarter FY21 continued to be drastically affected by the Covid-19 pandemic, and our various levels of government's response. Our office was minimally affected directly by the virus as our mitigation efforts saw zero positive cases and very little lost time for quarantining. The biggest effects were on our internal procedures as we continued to operate by appointment only to provide a safe environment for both our customers and our team, on the dramatic rise in car sales primarily due to the stimulus, and the ongoing extremely low interest rates. We evolved our service options throughout the quarter to respond both to the public's needs and to the demands of the pandemic. We had a very successful property tax collection, and we look forward to keep providing great service and a safe environment to our Story County citizens as we push through the COVID-19 pandemic.

**Data / Tables / Statistics**

**Cash and Investments**

Invested Funds Summary							
		1/31/2021		2/28/2021		3/31/2021	
Type	Amount	Percentage	Amount	Percentage	Amount	Percentage	
Cash & Bank Accounts	\$22,004,189.65	45.23%	\$22,989,754.93	45.44%	\$25,630,180.40	25.08%	
Iowa Public Agency Investment Trust	\$11,558,480.90	23.76%	\$11,015,537.25	21.77%	\$57,015,702.91	55.79%	
Certificates of Deposit	\$15,088,657.30	31.01%	\$16,592,498.70	32.79%	\$19,559,165.63	19.14%	
<b>Totals</b>	<b>\$48,651,327.85</b>	<b>100.00%</b>	<b>\$50,597,790.88</b>	<b>100.00%</b>	<b>\$102,205,048.94</b>	<b>100.00%</b>	

**Matured CD's - January**      **New Rate**  
 IPAT - Cashed In  
**Matured CD's - February**  
 South Story Bank - Renewed      0.20%  
 South Story Bank - Renewed      0.20%  
**Matured CD's - March**  
 South Story Bank - Renewed      0.20%

Tax Collections		
January Total Tax Collections		\$1,254,865.06
February Total Tax Collections		\$5,168,688.86
March Total Tax Collections		\$59,991,106.26
<b>Quarterly Total</b>		<b>\$66,414,660.18</b>

LISTING OF CERTIFICATES OF DEPOSIT & OTHER INVESTMENTS  
Story County Treasurer- as of March 31, 2021

Purchase Date	Maturity Date	Purchase Amount	Cash In Amount	Interest Rate	Term	Certificate Number	Bank	Ann Anticp Interest	Interest Received	Notes
5/2/2012	1/3/2020	\$5,665,521.37	\$2,618,205.66				National Financial Serv	\$373,579.01		
2/28/2012	1/3/2020	\$80,175.35	\$80,000.00	2.85%	365	33954	PAAT	\$28,505.00	28904.33	1/20/2017/09/14/2018
1/3/2019	6/22/2020	\$1,000,000.00	\$1,000,000.00	2.25%	365	20196	South Story Bank	\$23,010.77	\$22,701.00	Renew ed
3/19/2019	6/22/2020	\$30,520,599.64	\$23,520,599.64	2.25%	365	20868	South Story Bank	\$11,660.97	\$11,501.61	Renew ed
6/28/2019	6/28/2020	\$1,022,701.00	\$1,022,701.00	1.90%	365	7877	Maxw all State Bank	\$9,500.00	\$8,526.01	Renew ed
9/15/2019	6/28/2020	\$500,000.00	\$500,000.00	1.90%	365	20450	South Story Bank	\$11,504.24	\$11,299.77	Renew ed
10/21/2019	10/21/2020	\$511,299.77	\$511,299.77	2.25%	365	20451	South Story Bank	\$10,199.67	\$9,983.70	Renew ed
10/21/2019	10/21/2020	\$509,983.70	\$509,983.70	2.00%	365	20956	South Story Bank	\$10,201.55	\$10,077.67	Renew ed
12/30/2019	12/30/2020	\$510,077.67	\$510,077.67	2.00%	365	20519	South Story Bank	\$16,100.00	\$16,004.19	Cashed In
12/31/2019	12/31/2020	\$507,168.94	\$507,168.94	1.61%	365	35954	PAAT	\$7,128.16	\$7,168.94	Cashed InNew #22294
1/6/2020	1/12/2021	\$509,520.78	\$509,520.78	1.90%	365	22143	South Story Bank	\$9,680.89	\$9,520.78	Renew ed
2/21/2020	2/21/2021	\$1,014,284.62	\$1,014,284.62	1.90%	270	22153	South Story Bank	\$14,255.56	\$14,284.62	Cashed InNew #22289
3/2/2020	3/2/2020	\$1,003,259.31	\$1,003,259.31	0.65%	365	20196	South Story Bank	\$8,521.19	\$3,259.31	Sent Annual
6/28/2020	6/28/2021	\$506,000.00	\$506,000.00	0.45%	365	7877	Maxw all State Bank	\$2,250.00		
9/15/2020	10/21/2021	\$500,000.00	\$500,000.00	0.50%	365	20450	South Story Bank	\$2,500.00		
10/21/2020	10/21/2021	\$500,000.00	\$500,000.00	0.50%	365	20451	South Story Bank	\$2,500.00		
11/23/2020	11/23/2021	\$1,000,000.00	\$1,000,000.00	0.50%	365	22294	South Story Bank	\$5,000.00		
12/2/2020	12/2/2021	\$500,000.00	\$500,000.00	0.40%	365	22298	South Story Bank	\$2,000.00		
12/24/2020	12/24/2021	\$500,000.00	\$500,000.00	0.40%	365	20511	South Story Bank	\$2,000.00		
12/30/2020	12/30/2021	\$500,000.00	\$500,000.00	0.40%	365	20956	South Story Bank	\$2,000.00		
12/31/2020	12/31/2021	\$500,000.00	\$500,000.00	0.20%	365	22143	South Story Bank	\$1,000.00		
2/1/2021	2/1/2022	\$500,000.00	\$500,000.00	0.20%	365	22154	South Story Bank	\$3,000.00		
3/9/2021	3/9/2022	\$57,654,938.58	\$38,075,772.95	0.20%	365	22154	South Story Bank	\$3,000.00		

Total \$19,689,166.63

## Motor Vehicle Statistics

	Title Transfers	Registration Renewals	CC/DOR Debt Revenue	Revenue Generated	Total Revenue	Expenses	Net to County General Fund
January-21	1,637	9,408	\$0.00	\$71,758.02	\$71,758.02	\$23,877.10	\$47,880.92
February-21	1,339	7,818	\$0.00	\$57,641.57	\$57,641.57	\$24,797.23	\$32,844.34
March-21	2,066	11,210	\$0.00	\$78,571.69	\$78,571.69	\$25,357.38	\$53,214.31
<b>Total</b>	<b>5,042</b>	<b>28,436</b>	<b>\$0.00</b>	<b>\$207,971.28</b>	<b>\$207,971.28</b>	<b>\$74,031.71</b>	<b>\$133,939.57</b>

# In Office Payment Statistics

January-March 2021

Receipt Type	Receipts Debit & Credit	Totals
Tax	42	\$26,044.00
Vehicle	2,134	\$450,464.00
Misc	13	\$1,882.00
<b>Total Receipts</b>	<b>2,189</b>	<b>\$478,390.00</b>

## Collections for CC/DOR

	Clerk of Court	Dept of Rev	Totals
January-21	\$0.00	\$0.00	\$0.00
February-21	\$0.00	\$0.00	\$0.00
March-21	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

DATE	#MV CUST	#MV RENEW	REGISTRATION FEES	ORGAN DONOR	SERVICE FEES	TOTAL MV & FEES	DATE	#TAX CUST	#TAX PARCEL	TAX PAID	SERVICE FEES	TOTAL TAX & FEES	TOTAL CUST	TOTAL TO COUNTY	TOTAL SERVICE FEES
Jan-21	1852	2740	\$456,338.25	\$150.00	\$3,001.63	\$459,489.88	Jan-21	304	382	\$198,732.10	\$258.04	\$198,990.14	2156	\$655,220.35	\$3,259.67
Feb-21	1628	2512	\$405,541.00	\$196.60	\$2,650.13	\$408,387.73	Feb-21	654	798	\$1,418,062.54	\$1,070.79	\$1,419,133.33	2282	\$1,823,800.14	\$3,720.92
Mar-21	2271	3497	\$574,188.25	\$226.00	\$3,973.80	\$578,387.05	Mar-21	3026	16672	\$30,866,201.25	\$9,038.09	\$30,875,239.34	5297	\$31,440,614.50	\$13,011.89
<b>TOTAL</b>	<b>5751</b>	<b>8749</b>	<b>\$1,436,067.50</b>	<b>\$571.60</b>	<b>\$9,625.56</b>	<b>\$1,446,264.66</b>	<b>TOTAL</b>	<b>3984</b>	<b>17852</b>	<b>\$32,482,995.89</b>	<b>\$10,366.92</b>	<b>\$32,493,362.81</b>	<b>9735</b>	<b>\$33,919,634.99</b>	<b>\$19,992.48</b>

Interoffice  
MEMORANDUM

Story County Sheriff's Office

To: Sheriff Paul H. Fitzgerald

**APPROVED** **DENIED**  
Board Member Initials: AKH  
Meeting Date: 5-11-21  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

From: LT Leanna Ellis

Date: May 6, 2021

Re: Vehicle purchase

\*\*\*\*\*

The Story County Sheriff's Office has been approved to move forward with hiring an additional deputy position for patrol. In order to equip the new deputy, I have acquired three bids for comparison as it pertains to purchasing the additional patrol vehicle. Specs are consistent with our 2021 marked vehicles, and the bids are as follows:

State bid (Stivers)     \$39,263  
Ames Ford                 \$39,552  
Charles Gabus           \$39,998.92

It is respectfully requested that we purchase the new vehicle under state bid (Stiver's), as it is the lowest price. I have been advised that the current build time is 16 to 18 weeks out; therefore, we would not receive it until potentially September/October, 2021. I am still working with Keltek for an upfit quote and will provide that once it is finalized.

Additionally, the Sheriff's Office has an ongoing rotation of vehicles, whereas we purchase seven to eight each fiscal year. During FY22, we have two marked patrol cars within the rotation. I am requesting we include these two vehicles within this purchase, as they will have the same specs as this bid, and they won't be completed/purchased until FY22. Ordering them now will alleviate the need for an additional bid and potential price increase. Furthermore, the sooner we can get them, the better chances we have of getting changeovers completed in a timely manner. As for the additional 5 vehicles to be purchased in FY22, I will obtain bids once required specifications are finalized for the order.

In summation, I am requesting we purchase three (3) vehicles from Stiver's for a total amount of \$117,789 to be paid in fiscal year 2022 from line item 635-99.

Thank you for your consideration in this matter.



## Story County Economic Development Group Meeting Minutes

January 21, 2021

Via Zoom

**ATTENDEES:** Dan Culhane, Greg Schlueter, Amy Howard, Sonia Arellano Sundberg, Karen Denger, John Hall, Jodi Meredith, Karen Davis, Jennifer Davies, Jordan Cook, Mark Jackson, Amy Kohlwes, Barb McBreen, PJ McBride, Brenda Dryer, Nick Sorensen, Leanne Harter

1. Welcome and Introductions – Chair Greg Schlueter called the meeting to order.

**APPROVED**

**DENIED**

2. Approval of Agenda

Board Member Initials: ASH

Meeting Date: 5-11-21

Culhane/Sundberg– Motion to Approve (MCU)

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

3. Approval of Minutes from October 22, 2020

Hall/Davis– Motion to Approve with correction to note Nick Sorensen present at meeting. (MCU)

4. Old Business

- a. Housing Study Update

Completed presentation to the public last night. Second presentation at noon today.

The finding was shared that there is a need to build the following housing units per year to continue with current city trends: Nevada 232, Huxley 452, Story City 113, Slater 83, Gilbert 88, Roland 36, as well as a couple per year for the other communities.

5. New Business

- a. Budget Discussion

Hall moved to ask for the same allocations as previous years. Meredith second. (MCU)

- b. Annual Strategic Planning

Put on next meeting due to Leanne having the information for this.

**c. Economic Development Summit – 2021**

Nick will get together with Leanne to start putting this together.

**d. Discuss Central Iowa EDO**

Brenda Dryer gave an update on what this is so that the members would be aware. Rita Conner stated it would be good for Story County communities to have another layer of planning capability and visibility.

**6. Community and County Updates**

Participants presented updates from the present communities.

**7. Comments Regarding Non-Agenda Items**

None

**8. Dates to remember**

9. **Next Meeting** – Thursday – April 22, 2021 at 10 A.M via Zoom

**10. Adjournment**

McBreen/Davies– Motion to Adjourn (MCU)



Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director  
From: Ryan Wiemold, Parks Superintendent  
Date: May 11, 2021  
Re: Consideration of Contract with Shive-Hattery for \$88,050.00 for McFarland Lake Restoration Design Services.

The attached professional services agreement with Shive-Hattery is for design services for lake restoration at McFarland Park Lake. Proposals were submitted by four environmental consultants specializing in water resources and scored by a committee of five members, consisting of SCCB and IDNR staff. Shive Hattery scored the highest out of the four proposals and was selected as the consultant for this project.

The scope of work for these design services include: data collection and preliminary design, input sessions, permitting, final design and a construction cost opinion for a full lake restoration at McFarland Park. This will provide SCCB with a bid ready design set when ready for lake restoration construction. This project follows the previous two years work completing a water quality assessment and watershed management plan.

This contract is for \$88,050.00 and will be allocated out of the FY21 budget and SCC Trust Fund.

The Story County Conservation Board recommends your approval.

  
Approval

\_\_\_\_\_  
Disapproval

5-11-21  
Date

\_\_\_\_\_  
Date

***PROFESSIONAL SERVICES AGREEMENT***

**ATTN:** Michael Cox  
**CLIENT:** Story County Conservation Board  
McFarland Park  
56461 180th Street  
Ames, IA 50010-9451

**PROJECT:** McFarland Lake Restoration

**PROJECT LOCATION:** Ames, IA

**DATE OF AGREEMENT:** May 6, 2021

**PROJECT DESCRIPTION**

Story County Conservation is planning the restoration of McFarland Lake. Shive-Hattery will provide engineering services associated with the design of the lake restoration project.

**SCOPE OF SERVICES**

We will provide the following services for the project:

1. Data Collection
  - A. Participate in onsite or virtual project kick-off meeting to discuss available data, project goals, communication, and project schedule.
  - B. Limited Topographic/Utility (One-Call Design Locate) Survey
    - i. Request Iowa One Call design locate utility maps in the project vicinity. Private utility locate services are not included in our scope.
    - ii. Perform topographic survey for the dam embankment, spillways, culverts at forebay and I-35 drainage structures.
  - C. Wetlands and Waters of the United States Delineation
    - i. Provide a wetland and Waters of the United States (WUS) delineation for the project area. The delineation will use mandatory technical criteria, field indicators, and other sources of information to evaluate whether the project area has jurisdictional wetlands or WUS. The delineation will be completed by an experienced environmental scientist or engineer. If wetlands or WUS are present, the upper boundaries within the project area will be identified and mapped.
      1. The delineation will identify where the upper boundaries of wetlands and WOTUS are located. Documentation of vegetation communities, hydrology, and soils will be performed as outlined by the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual and Midwest Region (2010) Supplement.
      2. Assemble and review available public information including United States Geological Survey (USGS) topo maps, National Wetlands Inventory (NWI) maps, United States Department of Agriculture (USDA) Soil Survey maps, and aerial photographs as a preliminary desktop review prior to field work.
      3. Perform on-site visits to gather data pertaining to hydrophytic vegetation, wetland hydrology, and hydric soils. The following will be performed at each data point location within suspected wetland areas



- on site.
- 4. Assess vegetation stratum (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by genus and species.
- 5. Evaluate soil for hydric indicators by digging soil samples.
- 6. Observe the presence of wetland hydrology indicators.
- 7. Utilize a hand-held GPS unit (sub-meter accuracy) to map the boundaries of all delineated wetlands within the project area.
- 8. Prepare maps that show the delineated wetland and WOTUS area(s).
- ii. Submit a Wetland and Waters of the United States Delineation Report to the Owner that can be used for submittal to the USACE as needed. This report will include, but is not limited to, sample locations, data forms, site photos, maps of the wetland area(s), and explanation of the results of the investigation.
- D. Depth to refusal probing
  - i. Complete lakebed probing from a boat at approximately 30' spacing along 20 cross-sections in the lake to generate a hard bottom data set. Utilize bathymetry data from IDNR fisheries to create a top of sediment model.
- E. Visually inspect lake shoreline conditions and note priority stretches for stabilization.
- 2. Preliminary Design
  - A. Prioritize spoil locations and configurations to be cost effective and minimize impacts to park elements and operations and existing wetlands, if present. Up to 2 locations/configurations will be analyzed. Our teammates at Limnotech will review proposed activities and advise of restoration approaches to best manage aquatic invasive species such as the Chinese Mystery Snail and aquatic invasive vegetation to help inform the design and achieve the desired project outcomes.
  - B. Shoreline stabilization alternatives will be developed for priority shorelines identified by our team during the shoreline assessment to reduce erosion contributing to internal phosphorus loading. The mechanical dredging project will provide an opportunity to address the critically eroding shorelines with hard armoring, but vegetative and other bioengineering solutions will be explored by our team if desired.
  - C. Our preliminary design for the east forebay will include an exploration of options for the east inlet. We will work with SCC and facilitate a discussion with DOT regarding any potential impacts to the existing drainage infrastructure or right-of-way. A reconfiguration of the existing dike and culverts may include raising, moving, or multi-stage water control structures to provide additional attenuation of runoff and sediment capture before it enters the lake. We will review recommended structure sizing to ensure adequate retention time to settle out sediment within the forebays and provide anticipated maintenance intervals as applicable. Our design will balance sediment capture efficiency and construction costs to ensure a cost-effective sediment reduction practice
  - D. The existing dam embankment and principal spillway structure will be visually reviewed during our on-site investigations for any signs of concern. As part of the restoration and dredging project, we anticipate that lake drawdown will be completed to support the mechanical dredging project. This will provide an opportunity to replace the principal spillway structure if determined to be needed and incorporate full draw down capability for the lake. Our preliminary design efforts will consist of a hydrologic and hydraulic analysis of the watershed and lake outlet structures to confirm that the dam and spillway structures are in compliance with current design standards. We will further review the 2021 Watershed Management Plan and confirm or adjust watershed conditions presented to provide an efficient development of the hydrologic and hydraulic model of McFarland Lake. We will consult with IDNR Dam Safety staff to confirm their expectations for modifications and permit review of the final design. As part of this effort our team will assess the potential to raise the lake level. This can be an effective way to increase water volume and mean depth of the lake. Upstream infrastructure and

dam/freeboard elevations will be critical variables to evaluate the feasibility of raising the water level.

- E. Prepare 35% design plans of the proposed improvements.
- F. Prepare budget level cost opinion of the proposed improvements.

### 3. Gather Input

- A. We will meet with SCC Staff to gather input and incorporate comments into proposed plans and budgets. We will assist Story County Conservation with holding a public open house to update the public and other stakeholders on the preliminary plans for the restoration project. If a public meeting cannot be held in person, our team will produce a recorded video presentation other live webinar (and recording) that will be presented and shared with stakeholders.

### 4. Permitting

#### A. Iowa DNR Floodplain/Dam Safety Permitting

- i. Assist in seeking permits to satisfy Iowa Administrative Codes 567-51.2 and 567-71.3.
- ii. Meet with Iowa DNR Dam Safety representatives to review requirements for the proposed restoration, lake drawdown and potential lake level raise.
- iii. Submit final design plans to Iowa DNR for technical review.

#### B. Section 404/401 Permitting

- i. Prepare and submit Joint Permit Application to the United States Army Corps of Engineers (USACE) and Iowa Department of Natural Resources (DNR). Application documents to include Wetland and WUS Delineation Report, and preliminary restoration plans.
- ii. Coordinate with review agencies and determine if additional review/submittals will be required.
- iii. The proposed restoration approaches could fall outside of nationwide permit coverage with USACE and in that case, an individual Section 404 permit would be required. The proposed restoration, however, will provide significant improvements to water quality and aquatic life and we anticipate that any impacts (wetland or lake area) will be self-mitigated and not require a separate mitigation design effort. We will start the permitting coordination early to communicate the proposed restoration and work within the proposed schedule to secure the necessary clearances.

### 5. Final Design and Construction Documents

- A. Complete design efforts and prepare plan/specification submittals for 50%, 75%, 95%, and 100% design. Design items include:
  - i. Lake drawdown capability
  - ii. Potential lake level raise, principal spillway replacement, and embankment improvements
  - iii. Mechanical dredging and dredge spoil locations
  - iv. Shoreline stabilization
  - v. Sediment forebay improvements
  - vi. Shoreline access and fish habitat

**CLIENT RESPONSIBILITIES**

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel access to the site as required.

**SCHEDULE**

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- The schedule prepared as part of our proposal is below. We will work with you to coordinate any required adjustments.

TASKS	2021							
	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
<b>TASK 1 - Data Collection and Preliminary Design</b>								
Project Kickoff Meeting								
Wetland Delineation								
Topographic Survey								
Bathymetric Survey								
Shoreline Assessment								
Depth to Refusal Probing								
Preliminary Design and Cost Estimates								
<b>TASK 2 - Gather Input and Further Data Collection</b>								
Review Meeting								
Public Meeting								
Additional Data Collection & Incorporation								
<b>TASK 3 - Permitting</b>								
USACE 404, IDNR Dam Safety								
<b>TASK 4 - Final Design</b>								
50% Plans								
75% Plans								
95% Plans and Specifications								
100% Plans and Specifications								

**COMPENSATION**

Description	Fee Type	Fee	Estimated Expenses	Total
Data Collection, Design, Permitting and CD's	Hourly	\$88,050	Included	\$88,050
<b>TOTAL</b>				<b>\$88,050</b>

**Fee Types:**

- Hourly - We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the estimated amounts above without your prior authorization.

**Expenses:**

- Included - For Hourly Fee Types, expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

The terms of this proposal are valid for 30 days from the date of this proposal.

**ADDITIONAL SERVICES**

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Sediment core sampling, lab analysis, and review.
2. Water chemistry sampling and lab analysis.
3. Geotechnical Investigations and coordination as may be determined necessary for embankment stability evaluation.
4. Bathymetric survey
5. Interpretive/Educational project components.
6. Final design of any forebays or BMP practices on DOT right-of-way.
7. SWPPP/NPDES will be included in the project construction documents as a bid item to be prepared and secured by the contractor.
8. Bid phase services.
9. Construction phase services.

**OTHER TERMS****STANDARD TERMS AND CONDITIONS**

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**PARTIES**

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

#### **LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

#### **INDEMNIFICATION**

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

#### **HAZARDOUS MATERIALS - INDEMNIFICATION**

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

#### **STANDARD OF CARE**

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

#### **BETTERMENT**

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

#### **RIGHT OF ENTRY**

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

## **PAYMENT**

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

## **TERMINATION**

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

## **INFORMATION PROVIDED BY OTHERS**

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

## **UNDERGROUND UTILITIES**

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

## **CONTRACTOR MATTERS**

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

## **SHOP DRAWING REVIEW**

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

### **OPINIONS OF PROBABLE COST**

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

### **CONSTRUCTION OBSERVATION**

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

### **OTHER SERVICES**

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

### **OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE**

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

### **DISPUTE RESOLUTION**

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

### **EXCUSABLE EVENTS**

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

### **ASSIGNMENT**

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

**SEVERABILITY, SURVIVAL AND WAIVER**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

**GOVERNING LAW**

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

**EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [ 775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

**COMPLETE AGREEMENT**

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

**ACCEPTANCE**

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

**AGREEMENT**

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,  
SHIVE-HATTERY, INC.

  
Luke Monat, PE  
Project Manager  
lmonat@shive-hattery.com

---

**AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED**

**CLIENT:** Story County Board of Supervisors

**BY:**  **TITLE:** Chair, Board of Supervisors  
(signature)

**PRINTED NAME:** Lisa K Heddens **DATE ACCEPTED:** 5-11-21

**CC:** Ryan Wiemold

## STANDARD HOURLY FEE SCHEDULE

### Effective January 1, 2021 to December 31, 2021

**PROFESSIONAL STAFF:**

Grade 1	\$ 92.00
Grade 2	\$111.00
Grade 3	\$124.00
Grade 4	\$138.00
Grade 5	\$153.00
Grade 6	\$166.00
Grade 7	\$180.00
Grade 8	\$198.00
Grade 9	\$215.00

**TECHNICAL STAFF:**

Grade 1	\$ 64.00
Grade 2	\$ 80.00
Grade 3	\$ 90.00
Grade 4	\$ 97.00
Grade 5	\$110.00
Grade 6	\$125.00
Grade 7	\$141.00

**ADMIN STAFF:** \$ 63.00

**SURVEY STAFF:**

One Person	\$140.00
Two Person	\$218.00
One Person with ATV	\$165.00
Two Person with ATV	\$243.00
Drone Surveyor (Video or Photogrammetry)	\$175.00
Drone Surveyor (Thermography)	\$325.00
Drone Processing	\$130.00
Hydrographic Survey Crew (Two Person)	\$284.00
Scanning Surveyor	\$180.00
Surveyor with Two Scanners	\$257.00

**REIMBURSABLE EXPENSES:****TRAVEL**

Mileage- Car/Truck	\$0.56/ Mile
Mileage- Survey Trucks	\$0.66/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

**OUTSIDE SERVICES**

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%

**IN-HOUSE SERVICES****Prints/Plots:**

Bond	\$ .30/Sq. Ft.
Mylar	\$ .75/Sq. Ft.
Photogloss	\$ .90/Sq. Ft.
Color Bond	\$ .60/Sq. Ft.
Foam Core Mounting	\$ 13.00

**Color Prints:**

Letter Size	\$ 1.00
Legal Size	\$ 2.00

Closure No. 21-37

Date May 6, 2021

## Resolution

### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 18 & 19 Warren Twp on

E18 (130th St) is closed 400ft East of 620th.

  
\_\_\_\_\_

Chair, Board of Supervisors

Attest:   
\_\_\_\_\_

County Auditor

ROLL CALL	Latifah Faisal	Yea	<u>4</u>	Nay	___	Absent	___
FOR ALLOWANCE	Lisa Heddens	Yea	<u>4</u>	Nay	___	Absent	___
	Linda Murken	Yea	<u>4</u>	Nay	___	Absent	___

ALLOWED BY VOTE OF THE BOARD	Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
---------------------------------	-----	----------	-----	----------	--------	----------

  
\_\_\_\_\_

CHAIRPERSON

Above tabulation made by   
\_\_\_\_\_

## STORY COUNTY UTILITY PERMIT

Date 5/4/21

To the Board of Supervisors, Story County, Iowa:

The Midland Power Cooperative Company, incorporated under the laws of Iowa, with its principal place of business at 2005 S. Story St Boone, 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 3-phase primary 0.6 on secondary route Geo. Washington Carver Ave from Cameron School Rd to South to 3439 Geo Wash., a distance of 1 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 4/30/21

Midland Power Cooperative  
Name of Company (Applicant - Permittee)

Todd Leemke  
by \_\_\_\_\_ Phone no. \_\_\_\_\_

Recommended for Approval:

Date 5-4-21

Dawn Men  
County Engineer \_\_\_\_\_ Phone no. 515-382-7355

Approved:

Date 5-11-21

Ch. K. Holden  
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.

# IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

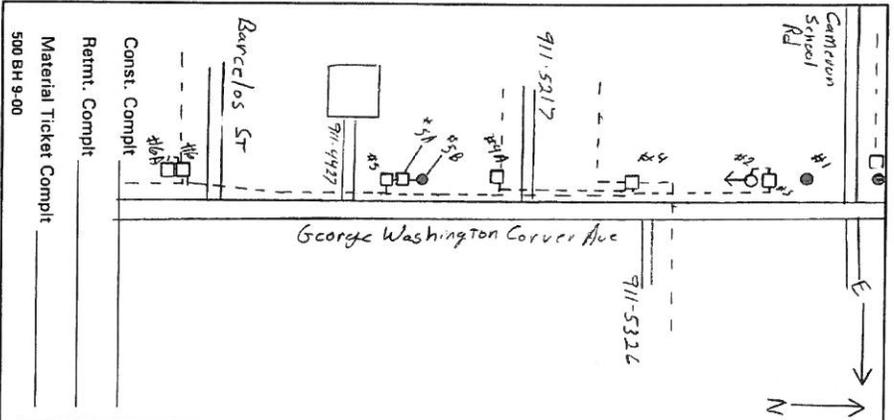
Name Line 3132 Rebuild  
 Location #: 3132-000-5520  
 Address: George Washington Carver Ave  
 Phone#: \_\_\_\_\_

Sub 32  
 Feeder 3  
 Phase ABC  
 County: Story  
 Township: Franklin  
 School Dist.: \_\_\_\_\_

WORK ORDER CODE	
New Construction	
System Improvement	✓
Replacement	
Retire No. Replace	

WORK ORDER NO. 13515  
 740c# 101  
 Staked By TR Date 4-15-21  
 Sheet No. 1 of 3  
 Compiled By \_\_\_\_\_ Date \_\_\_\_\_

SKETCH OF WORK Map Reference 55 Twp. 84 R 24 Sec. 20+29 Wire 3 Size 4/0 Kind JCN-220



Pole No.	Pri. (Back) Span	Poles H & C		Line Angle	Trans "G"	Ground "M2" Ohm	GUY			SECONDARY		Misc. & Remarks	Unit	No. CONST. RET.
		Misc.	Pri. Unit				No.	Unit	Lead	Anchor Ft.	Unit No. J or K			
#1	40-3		R31									Breaker Pole #3132		
#2	75'	1	40-3	1	67.1	1.1	3	1.1	3	25'	1.12			
#3	15'	3	27-8	1	UC3	48.2								
#4	106.5'	1	40-3	6	6-18	3-2-1								
#4A	180'	1	40-3	1	6-1	4.0						Car over 4/0 use from Pole		
#5	53.0'	1	40-3	6	6-18	4.0								
#5A	10'	1	40-3	1	6-1	4.0								
#5B	10'	1	40-3	1	6-1	4.0						Run 4/0 use 4/0 Pole to feed House		
#6	60.0'	1	40-3	6	6-18	4.0								

Replace O.H. Line with new 3-phase underground line on the west side of George Washington Carver Ave

**JOB BRIEFING**

Nominal Voltage	Loc of Line Protective Dvc
Fault Current Available	Other Utilities in Area
Hazardous Induced Volt	Personal Protective Equip
Presence Protective Grids	Traffic Control
Equipment Grounds	Job Procedure
Pole Condition	Individual Job Duties
Environmental Condition	Other Hazards

Crew Initials 1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_ 5 \_\_\_\_\_ 6 \_\_\_\_\_

**CONSTRUCTION**

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS							

**RETIREMENT**

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS							

Material Ticket Complt \_\_\_\_\_  
 500 BH 9-00

# IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

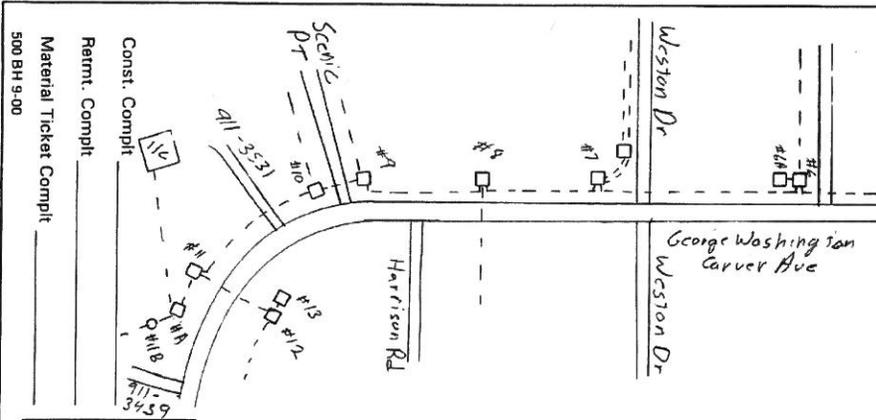
Name Line 3132 Rebuild  
 Location #: 3132-000-5530  
 Address: George Washington Carver Ave  
 Phone#: \_\_\_\_\_

County: Story  
 Township: Franklin  
 School Dist.: \_\_\_\_\_

WORK ORDER CODE	
New Construction	
System Improvement	V
Replacement	
Retire No. Replace	

WORK ORDER NO. 13515  
 7406# 101  
 Staked By TL Date 4-15-21  
 Sheet No. 2 of 3  
 Compiled By \_\_\_\_\_ Date \_\_\_\_\_

SKETCH OF WORK Map Reference 55 Twp. 84 R 24 Sec. 20 Wire 3 Size 4/0 Kind 2W-220



Pole No.	Pri. (Back) Span.	Poles H & C		Line Angle	Trans. "G"	Ground "M2"	GUY		SECONDARY		Misc. & Remarks	Unit	No.	
		Misc.	Pri. Unit				No.	Unit "E"	Anchor "F"	Unit No. J or K			(Back) Span	Size Meter
#6A		1 6.54	1 6.71		46.7	48.3								
#7	1140'	1 6.54	1 6.71		46.7	48.3								
#8	560'	1 6.54	1 6.71		46.7	48.3								
#9	530'	1 6.54	1 6.71		46.7	48.3								
#10	62'	1 6.54	1 6.71		46.7	48.3								
#11	484'	1 6.54	1 6.71		46.7	48.3								
#11A	62'	1 6.54	1 6.71		46.7	48.3								
#11B	10'	1 6.54	1 6.71		46.7	48.3								
#11C	130'	1 6.54	1 6.71		46.7	48.3								

**JOB BRIEFING**

<input type="checkbox"/> Personal Voltage	<input type="checkbox"/> Loc of Line Protective Dev
<input type="checkbox"/> Fault Current Available	<input type="checkbox"/> Other Utilities in Area
<input type="checkbox"/> Hazardous Induced Volt	<input type="checkbox"/> Personal Protective Equip
<input type="checkbox"/> Presence Protective Grds	<input type="checkbox"/> Traffic Control
<input type="checkbox"/> Equipment Grounds	<input type="checkbox"/> Job Procedure
<input type="checkbox"/> Pole Condition	<input type="checkbox"/> Individual Job Duties
<input type="checkbox"/> Environmental Condition	<input type="checkbox"/> Other Hazards

Crew initials 1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_ 5 \_\_\_\_\_ 6 \_\_\_\_\_

**CONSTRUCTION**

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS							

**RETIREMENT**

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS							

Remarks: Dig 4/10 use over  
 Tenno Transfer  
 4/10 use to House



## STORY COUNTY UTILITY PERMIT

Date 5/4/21

To the Board of Supervisors, Story County, Iowa:

Permit Request #972

The Windstream Iowa Communications, LLC Company, incorporated under the laws of Iowa, with its principal place of business at 4001 N Rodney Parham Rd, Little Rock, AR 72212, 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 place drop wire to the home on secondary route 670th Ave, from 670th Ave to 31812 670th Ave, a distance of 0.02 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 5/3/2021

Windstream Iowa Communications, LLC  
Name of Company (Applicant - Permittee)

Kyle Petty Kyle Petty 501-748-7984  
by Phone no.

Recommended for Approval:

Date 5-4-21

[Signature] 515-382-7355  
County Engineer Phone no.

Approved:

Date 5-11-21

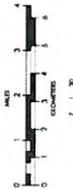
[Signature]  
Chair, Board of Supervisors  
Story County, Iowa

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

HIGHWAY AND TRANSPORTATION MAP  
**STORY COUNTY**  
 IOWA

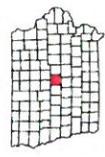
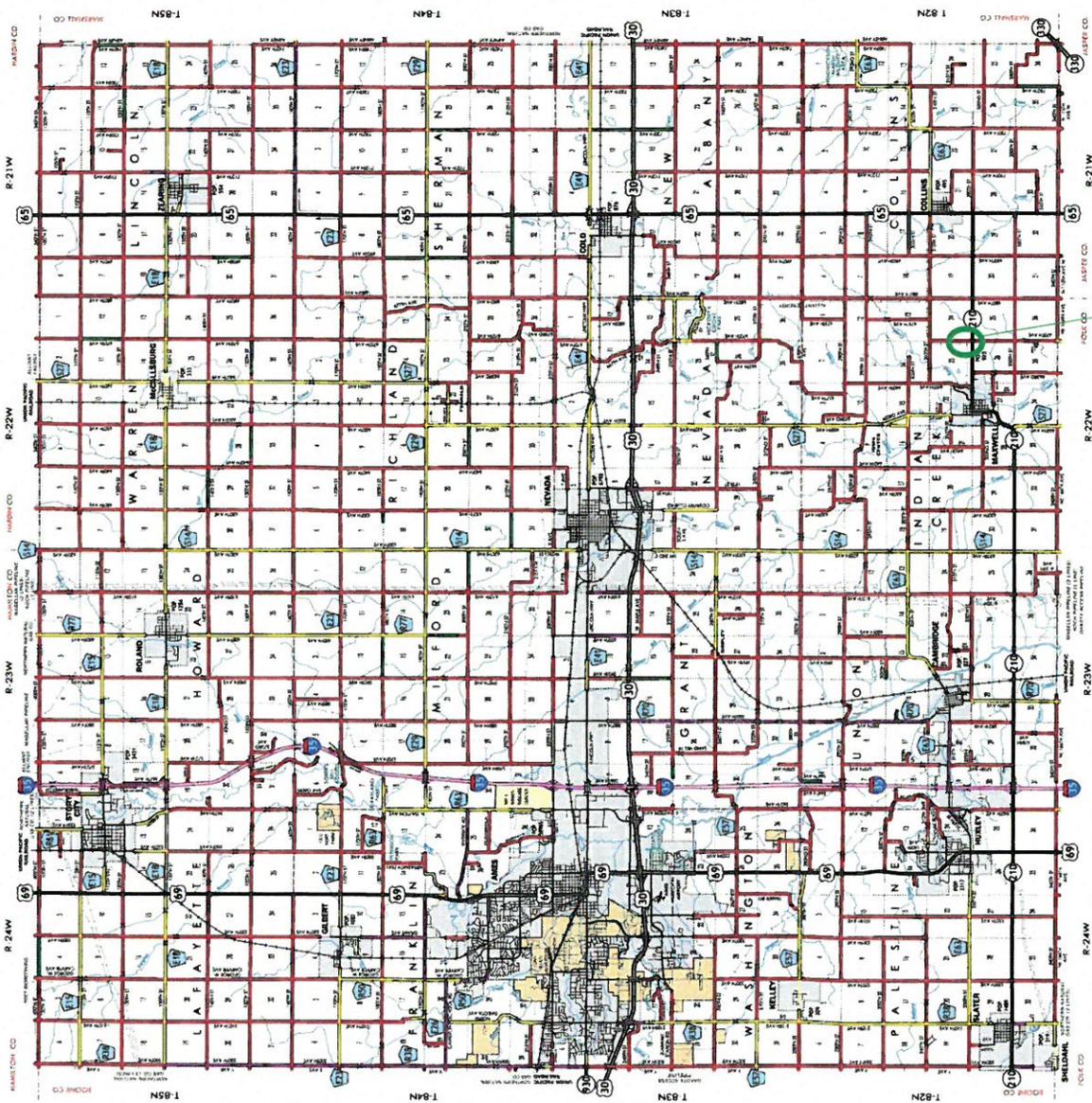


In Cooperation With  
**United States**  
 Department of Transportation  
**JANUARY 1, 2020**



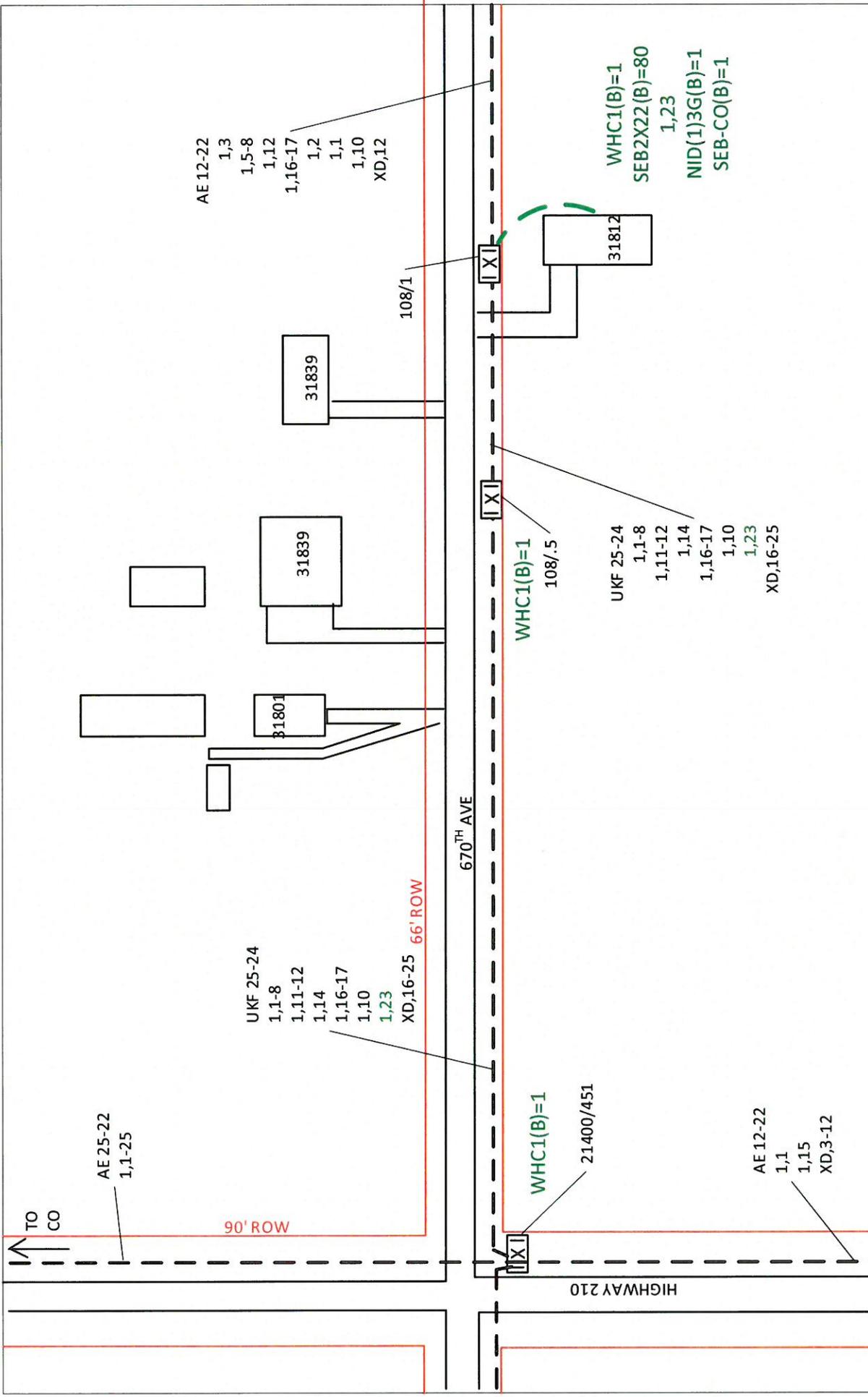
**LEGEND**

	INTERSTATE HIGHWAY
	FEDERAL HIGHWAY
	STATE HIGHWAY
	COUNTY ROAD
	LOCAL ROAD
	AIRPORT
	FERRY
	RAILROAD
	CANAL
	WATERWAY
	LAKE
	RIVER
	STREAM
	WETLAND
	FOREST
	PASTURE
	AGRICULTURAL LAND
	RESIDENTIAL LAND
	COMMERCIAL LAND
	INDUSTRIAL LAND
	UNIMPROVED LAND



WORK AREA

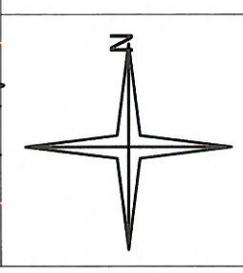




CALL ONE-CALL 1-800-292-8989  
48 HOURS PRIOR TO CONSTRUCTION  
EXCH NAME: MXWL DATE: 3/19/2021  
WO #: 71331909800018  
TITLE: GB MXWLIA PLACE DROP TO 31812 670TH AVE  
DRWN: SRS PRINT: 1

**windstream.**  
ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN. THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.

SPLICE PAIR 23 THROUGH TO PED AT  
CUST LOT AND PLACE DROP TO  
31812 670<sup>TH</sup> AVE



## STORY COUNTY UTILITY PERMIT

Date 5/4/21

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa, with its principal place of business at 2074 242<sup>nd</sup> 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 663<sup>rd</sup> Ave. from west under to the east side a distance of 66 feet.

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.

- I. 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 cuttrench.

Date 5-03-21

Consumers Energy  
Name of Company (Applicant - Permittee)



641-485-4064

by

Phone no.

Recommended for Approval:

Date 5-4-21



515-382-7355

County Engineer

Phone no.

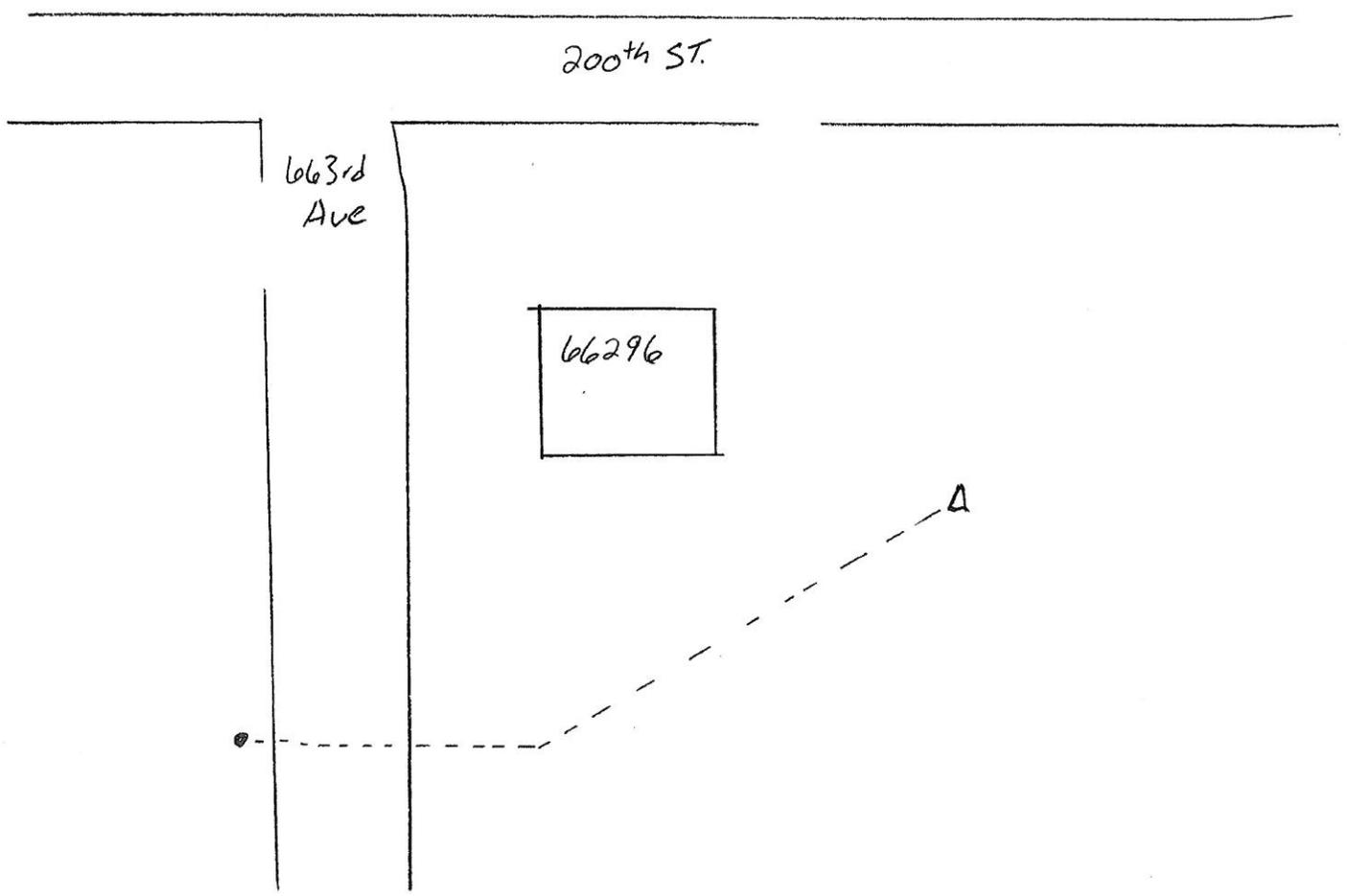
Approved:

Date 5-11-21



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.**



Bore under the roadbed a minimum of 4 foot and install 2 inch Duct containing 7200 volt electric cable.

## STORY COUNTY UTILITY PERMIT

Date

5/5/21

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route 640th Ave., from E. ROW line of 640th to W. ROW line of 640th Ave. a distance of 100 feet. ~~miles~~ Ave.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows: Directional boring from East ROW line to West ROW line under 640th Ave. installing a 1" PVC service crossing a minimum of 5 feet deep. See attached Plan Sheet. Located in/32 & 33 in Indian Creek Township. Sections
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 5-4-2021

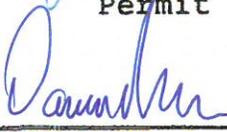
Iowa Regional Utilities Association

Name of Company (Applicant - Permittee)

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

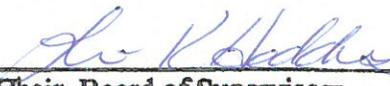
Recommended for Approval:

Date 5-5-21

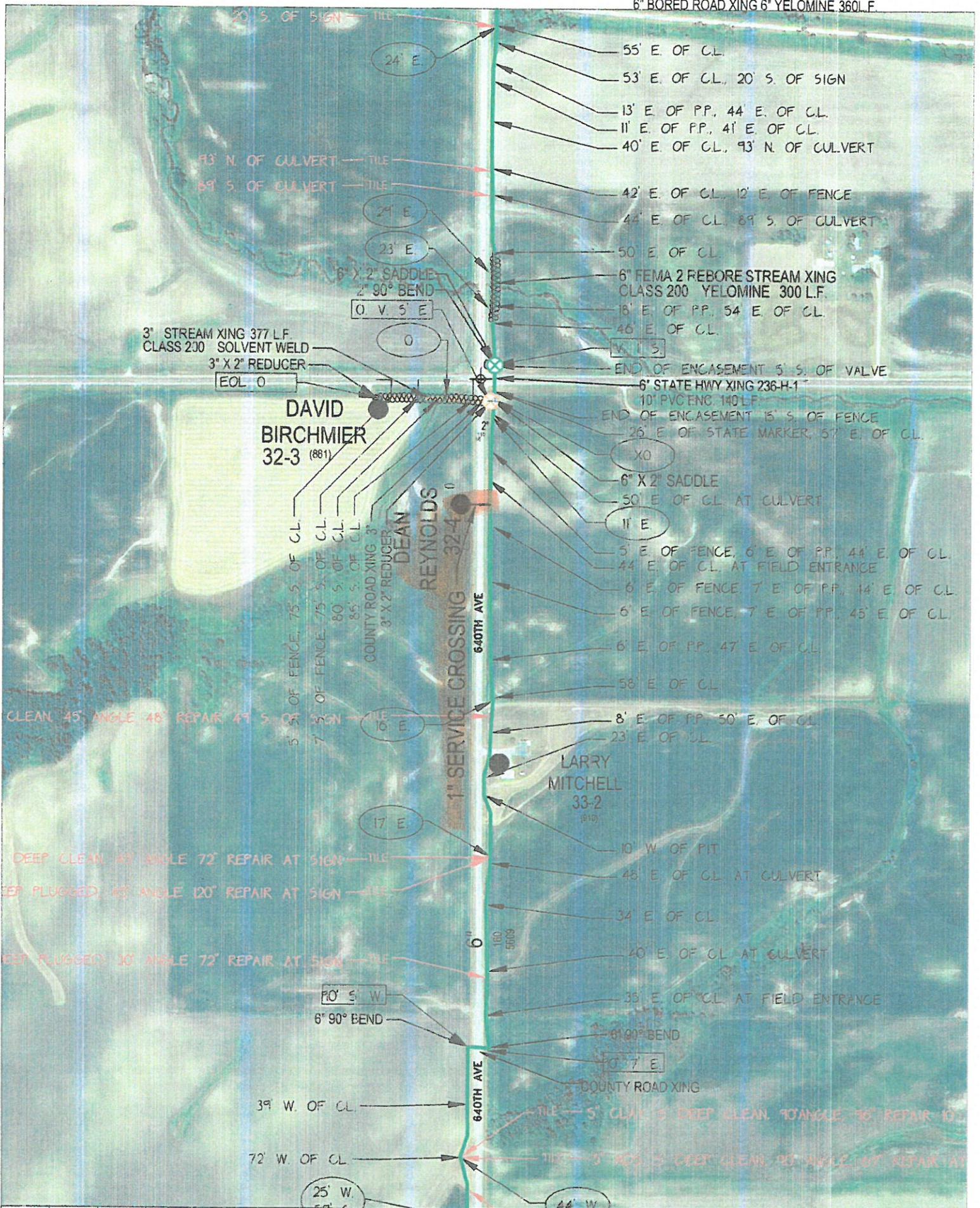
  
County Engineer Phone no. 515-382-7355

Approved:

Date 5-11-21

  
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.



SHEET  
258  
PARTIAL

REVISIONS BY  
CIG  
XX/XX/2008

DRAWN BY  
GHR  
5/3/2021

IOWA REGIONAL UTILITIES ASSOCIATION  
3801 IOWA SPEEDWAY DRIVE, NEWTON, IOWA 50208-8245  
(641) 792-7011

STORY COUNTY

1" = 500'  
N  
↑

# QUOTE CONFIRMATION



**DEAR JOEL AHRENS,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MCHF954	4/28/2021	CROWDSTRIKE RENEWAL	8484660	\$13,447.50

## QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Falcon Endpoint Protection Enterprise - subscription license (1 year) - 1 e</u> Mfg. Part#: CS.EPPENT.SOLN.T3.12M UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: Iowa NVP Software (ADSP016-130652)	300	5741422	\$24.79	\$7,437.00
<u>CROWDSTRIKE FLCN PREV NGTAV B3</u> Mfg. Part#: CS.PREVENT.SOLN.T3.12M Electronic distribution - NO MEDIA Contract: Iowa NVP Software (ADSP016-130652)	300	5038238	\$0.00	\$0.00
<u>CROWDSTRIKE EXPRESS SUPPORT 1Y</u> Mfg. Part#: RR.HOS.ENT.EXPS.12M Electronic distribution - NO MEDIA Contract: Iowa NVP Software (ADSP016-130652)	1	4915958	\$1,378.50	\$1,378.50
<u>CROWDSTRIKE THREAT GRAPH STD</u> Mfg. Part#: CS.TG.STD.12M Electronic distribution - NO MEDIA Contract: Iowa NVP Software (ADSP016-130652)	300	5343526	\$7.92	\$2,376.00
<u>CROWDSTRIKE FLCN INSIGHT EDR B3</u> Mfg. Part#: CS.INSIGHT.SOLN.T3.12M Electronic distribution - NO MEDIA Contract: Iowa NVP Software (ADSP016-130652)	300	5038229	\$0.00	\$0.00
<u>CROWDSTRIKE OVERWATCH SVC 300-499</u> Mfg. Part#: CS.OW.SVC.T3.12M Electronic distribution - NO MEDIA Contract: Iowa NVP Software (ADSP016-130652)	300	4918005	\$7.52	\$2,256.00
<u>CROWDSTRIKE UNIV LMS SUB</u> Mfg. Part#: RR.PSO.ENT.PASS.12M Electronic distribution - NO MEDIA Contract: Iowa NVP Software (ADSP016-130652)	2	5744579	\$0.00	\$0.00

<b>PURCHASER BILLING INFO</b>	<b>SUBTOTAL</b>	\$13,447.50
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<b>Billing Address:</b> STORY COUNTY INFORMATION TECHNOLOGY ACCOUNTS PAYABLE 900 6TH ST ADMINISTRATION BLDG NEVADA, IA 50201-2004 <b>Phone:</b> (515) 382-7304 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$13,447.50</b>
<b>DELIVER TO</b>  <b>Shipping Address:</b> STORY COUNTY INFORMATION TECHNOLOGY JOEL AHRENS 900 6TH ST ADMINISTRATION BLDG NEVADA, IA 50201-2004 <b>Phone:</b> (515) 382-7304 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW+G SALES CONTACT INFORMATION



Gabe Brown

(877) 638-8136

gabebro@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
<b>\$13,447.50</b>	<b>\$377.74/Month</b>	<b>\$13,447.50</b>	<b>\$431.53/Month</b>

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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*Jim K. Heddens*  
 Chair, Board of Supervisors  
 5-11-21

## Provider Agreement

THIS AGREEMENT is entered into by and between Story County, an Iowa Municipal Corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and Jessica Martin, hereinafter referred to as "Provider", who's mailing address and telephone number is 418 Pennsylvania Avenue, Story City, IA 50248; telephone (641) 777-3177.

1. PURPOSE AND INTENT. The purpose of this agreement is for the Provider to Coordinate the Alternatives Arrest Diversion to Treatment Program for the Story County Attorney's Office.
2. EXPENSES & COMPENSATION. Provider may charge a maximum hourly fee of \$35.00 not to exceed \$70,00.00 per annum for professional services necessary under the terms of this Agreement. It is expected that the Provider shall dedicate 40 hours per week over a 12-month period. Client understands some weeks may require more than 40 hours and some may require less, but it is expected that the Provider will provide services for a 12-month period. Provider may bill Client for travel expenses at the rate of not more than 0.50 cents per mile not to exceed \$1,530.00, which shall be limited to actual mileage incurred to perform necessary tasks required to reach the Client's objective under this Agreement. All invoices must be itemized and specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Provider agrees that the above per annum compensation and mileage expense shall be Provider's sole compensation for professional services and work performed because of this Agreement.

Provider understands that the County reserves the right to request additional specific information in assessing the accuracy of claim information.

3. INDEPENDENT CONTRACTOR. It is understood that Provider is an independent professional contractor and that Provider will not in any event be construed as or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.
4. INSURANCE & TAXES. Provider is responsible for Workers Compensation, Disability, Unemployment if applicable, Automobile Insurance (see attached Story County Driver's License and Insurance Coverage Verification Policy), and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. Provider is also responsible for payment of State and Federal taxes, and any other applicable tax. Provider is not eligible for any benefits the County may provide for its employees.
5. CONFIDENTIALITY. Provider agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

6. TERM AND TERMINATION OF AGREEMENT. This Agreement is effective on the 12th day of May, 2021 for a period of 1 year (s). The County may terminate this agreement immediately upon Provider's refusal to, or inability to perform under the agreement or Provider's breach of this agreement. Either party may terminate this agreement for any reason, without cause, by giving 90 days written notice to the other party. Provider shall be paid only for compliant services through the date of termination.

7. ACCESS TO BOOKS AND RECORDS. Unless otherwise required by applicable laws, Provider shall allow the County access to all books and records for purposes of auditing or reviewing Provider's claims, upon request by the County. Provider's failure to provide access under this section shall constitute a material breach of the agreement.

8. REQUIREMENTS. Provider hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Provider assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

9. EXTENSION. If mutually agreeable to County and Provider, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.

10. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

11. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts.

This Agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)

By: 

By:  (Provider)

Chairperson of the Board of Supervisors

Dated: 5-11-21

Dated: 5-10-2021



Story County Planning and Development  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201  
Ph. 515-382-7245 Fax 515-382-7294  
[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Amelia Schoeneman, Planning and Development Director  
**RE:** Request for Ames Urban Fringe Plan Land Use Classes Map Amendment for the Area along Lincoln Highway and North 500<sup>th</sup> Avenue and Annexation of the Parcels in the Southwest Quarter of the Southwest Quarter of Section 6 of Washington Township/the Crestview Acres Subdivision  
**MEETING:** May 11, 2021

### Background—Annexation Request

Flummerfelt Quail Ridge, LLC, and John R. Crane propose to voluntarily annex the properties under their ownership in the southwest quarter of the southwest quarter of Section 6 of Washington Township/the Crestview Acres Subdivision, northeast of the intersection of N 500<sup>th</sup> Avenue and Lincoln Highway. Since the annexation proposal would create a 0.46-acre island of land owned by Lemer Land Holdings, the annexation must include the 0.46-acre property and be initiated using the 80/20 rule. The 80/20 rule under the Code of Iowa Chapter 368 allows voluntary annexations to include other non-consenting properties to avoid creating an island of land surrounded by city boundaries. The Ames City Council has also included three additional parcels in the annexation request owned by non-consenting property owners Brant Lemer, Lemer Land Holdings, and Brian M. Adams totaling 5.7 net-acres along Lincoln Highway for the purpose of creating a more uniform boundary, as also allowed by the Code of Iowa, Chapter 368. The properties to be annexed are shown in Figure 1.

The annexation is requested to allow the development of the property. The current land use designations would be compatible with a residential development and three to five-acre commercial node at the intersection of North 500<sup>th</sup> Avenue and Lincoln Highway. The type, density, and other standards for the development will be reviewed by the City of Ames after the annexation. Concept plans have not been submitted at this point.

At the annexation consultation meeting on April 14 with the City of Ames, staff confirmed that city sewer is stubbed at Durant Street, just east of the property, city water is extended along Lincoln Highway to the current city boundary near the site, and the city already maintains Lincoln Highway in front of the properties, which would serve as the main access to commercial development at the intersection of North 500<sup>th</sup> and Lincoln Highway and along Lincoln Highway.



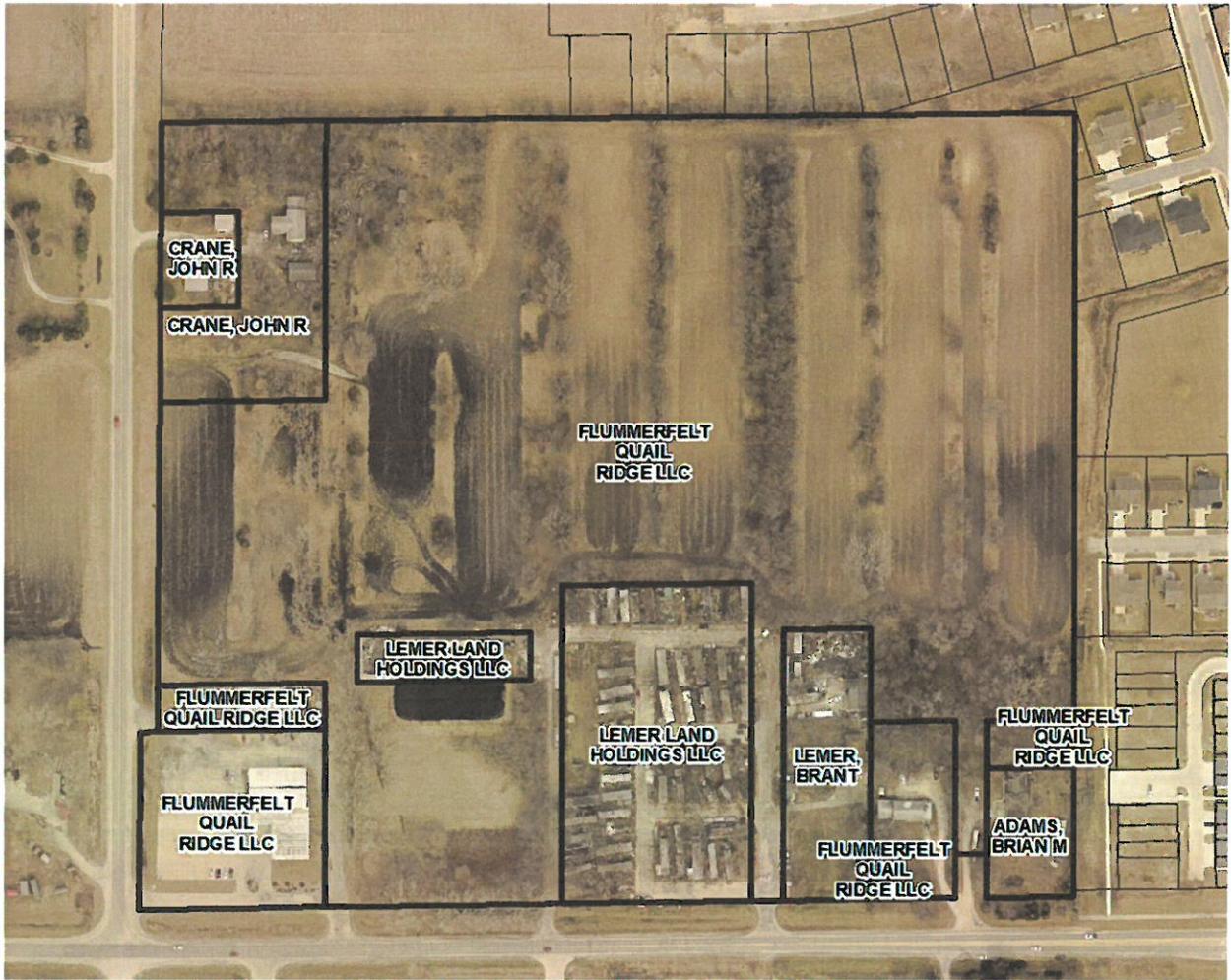


Figure 1: Annexation Area

### Background— Ames Urban Fringe Plan Amendment Request

A portion of the property that is part of the annexation request along Lincoln Highway is designated as Highway-Oriented Commercial on the AUFPP Land Use Framework Map. The area that is part of the annexation request and approximately 800 feet north of Lincoln Highway is designated as Urban Residential. There is also a Convenience Commercial Node at the intersection of North 500<sup>th</sup> and Lincoln Highway.

The AUFPP Land Use Framework Map designations such as Highway-Oriented Commercial are subclasses of one of three Land Use Classes: Rural Service and Agricultural Conservation Area, Rural/Urban Transition Area, and Urban Service Area. The Land Use Classes Map for the area is included in Figure 2. The Highway-Oriented Commercial designation on this property is part of the Rural/Urban Transition Area Land Use Class. The AUFPP Joint and Cooperative Agreement (28E) Section 5.3.4 Annexation of Property within the Rural/Urban Transition Area states that “cities shall not review annexation requests until such time the Plan has been amended to



designate such property as Urban Service Area and then such annexation processed in accordance with this Agreement.” The Convenience Commercial Node and Urban Residential areas are part of the Urban Service area, which following the 28E agreement includes property to be annexed prior to development without any change in designation/land-use class first required.

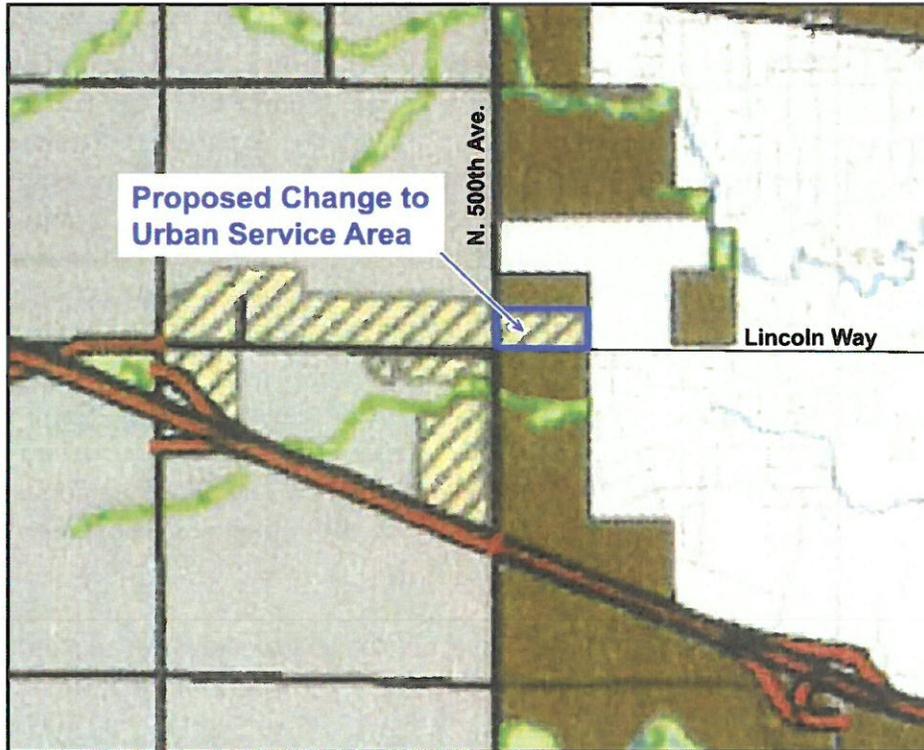
While the Highway-Oriented Commercial designation is part of the Rural/Urban Transition Area Land Use Class, Policy 10 (adopted in 2016) states that “When Highway-Oriented Commercial property is within an Urban Service Area designation, a property may be annexed without a Land Use Framework Map Amendment. The intent of this option is to further the policies of the Convenience Commercial Node, specifically CVCN Policy 5.” Policy 5 of the Convenience Commercial node is “Require annexation by the city before land is developed or further subdivided. In some cases, depending on the initial square footage to be developed, type of commercial use, or timing of development, the City may determine that convenience commercial node is to be rural in character and may not be required to be annexed until some time after initial development.” These policies allow the Highway-Oriented Commercial designation to be a part of/amended to the Urban Service Area Land Use Class, especially as the case in the current request, when there is also a Convenience Commercial Node. The amendment is required to proceed with the annexation in conformance with the AUPF.

The City of Ames has requested an amendment to the AUPF Land Use Classes Map to designate the area currently designated as Highway-Oriented Commercial in the Rural/Urban Transition Area Land Use Class as Urban Service Area. This amendment would allow the annexation of these properties in conformance with the policies of the AUPF Joint and Cooperative Agreement (28E).

The Ames City Council took action on amendment the request to allow the application at their April 15, 2021, meeting. The Board of Supervisors acted to allow submittal of this amendment request at their April 20, 2021 meeting. The City of Ames Planning and Zoning Commission took action to recommend approval of both the amendment and annexation requests at their May 5, 2021 meeting. There was discussion of a preference to have a concept or more details of what type of development is proposed and several residents voiced concerns about a manufactured housing development.



**Ames Urban Fringe Plan  
LAND USE CLASSES MAP (Excerpt)**



**LEGEND:**

- - Rural Service and Agricultural Conservation Area;
- - Rural/Urban Transition Area; and
- - Urban Service Area.

*Figure 1: AUFPP Land Use Class Map for the Amendment Area and Surrounding Properties*



## Subject Properties and Surrounding Area

### *Subject Properties*

The area to be annexed is approximately 41 acres and in the southwest quarter of the southwest quarter of Section 6 of Washington Township/the Crestview Acres Subdivision. The amendment area is the south 26.5 acres of this area, extending westward from the current city boundary to the county line (approximately 1500 feet along Lincoln Highway) and northward along North 500<sup>th</sup> Avenue (approximately 768 feet).

As part of the draft Ames 2040 Plan (comprehensive plan), the area is designated as a Tier 1 area for future development and extraterritorial growth, meaning that infrastructure including street and trail connections are available. The tiers were developed based on water, sewer, traffic, and fire response models (that assumed relocation of Station 2 to the west) and public feedback. While the plan has not yet been adopted, at their January 28, 2020, meeting, the Ames City Council directed staff to emphasize the Tier 1 growth areas in the plan at the preferred land-use scenarios. The council also directed staff to emphasize infill areas and some Tier 2 areas.

There are 11 parcels in the annexation area and all or a portion of nine parcels in the amendment area. Beginning in the northwest and going clockwise, the parcels are as follow:

A 2.21 net-acre parcel, 634 N 500<sup>th</sup>, and a .82 net-acre parcel, 632 N 500<sup>th</sup>, owned by John R. Crane. The parcels contain two dwellings, constructed in 1900 and 1965. These parcels are part of the annexation request only.

A 29.51 net-acre parcel owned by Flummerfelt Quail Ridge, LLC. This parcel was part of the original plat for the Crestview Acres Subdivision, although it was never developed. It has remained as open space/farmland. The parcel includes several lots that were joined together as one parcel and all the platted north-south drives in the Crestview Acres Subdivision with accesses onto Lincoln Highway. The northern portion of the parcel is included in the annexation request only. The southern portion including the area where the drives are located is part of the amendment request.

A .23 net-acre lot owned by Flummerfelt Quail Ridge, LLC, which is one of the lots in the Crestview Acres Subdivision and has several trees. This lot is part of the amendment request.

A .7 net-acre parcel, 5507 Lincoln Highway, owned by Brian M. Adams containing a single-family dwelling. The dwelling was constructed in 1951. This parcel is part of the amendment request.

A .86 net-acre parcel, 5521 Lincoln Highway, containing a dwelling constructed in 1956. The property is owned by Flummerfelt Quail Ridge, LLC. This parcel is part of the amendment request.



A 1.34 net-acre parcel, 5615 Lincoln Highway, owned by Brant Lemer containing a single-family dwelling built in 1950. Staff believes the dwelling is currently rented. This parcel is part of the amendment request.

A 3.19 net-acre parcel, 5615 Lincoln Highway, owned by Lemer Land Holdings, LLC, which was the former location of Crestview Mobile Home Park. This use ceased in 2017 after serious public health issues. This parcel is part of the amendment request.

A .46 net-acre parcel owned by Lemer Land Holdings, LLC, which was the northern half of the lagoon for the mobile home park. This parcel is part of the amendment request.

A 1.88-acre lot and a .49-acre parcel owned by Flummerfelt Quail Ridge, LLC. The larger parcel is 5815 Lincoln Highway. The properties have been used for commercial uses in the past. Most recently, they were used for a car dealership. This parcel is part of the amendment request.

#### *Surrounding Area*

The City of Ames corporate limits are adjacent to the subject properties to the north and east.

The area along the north side of the subject properties was annexed into the City of Ames in 2004. The area to the east of the subject properties was annexed in 1999.

The area on the west side of Wilder Avenue and south of Springbrook Drive adjacent to the subject property has developed with a mix of single-family and attached dwellings in the past ten years. The area to the north of the subject properties including lots on Ellstone Avenue, Westfield Drive, and Allerton Drive is still developing. Ellstone Avenue, Springbrook Drive, and Durant Street all have stubs that could be connected to the subject property to extend the roadways to serve a development.

As previously stated, water and sewer are extended to the surrounding area. From the City of Ames March 23, 2021, staff report on the annexation:

#### *Water Main Extension*

*The 12" water main stub in Lincoln Highway will need to be extended westward to North 500th Avenue and then northward to Westfield Drive to form a continuous loop with the Sunset Ridge system. The City's master planning for water service includes a future looped system that will connect south to the water tower on South 500th Avenue as well as extending northward along North 500th Avenue to Ontario Street. Expenses associated with internal connections would be the developer's responsibility. The timing of the main extensions will be discussed with rezoning and subdivision.*

#### *Sanitary Sewer Improvements*



*The sanitary sewer system from Sunset Ridge is stubbed at Durant Street. It has the depth and capacity to service this property assuming an Urban Residential development with a Commercial node of 2-5 acres. It is not anticipated to be able to serve development beyond this site. Extension of this sewer line will occur with subdivision approval.*

To the west is the Boone County line. The land use of these adjacent parcels in Boone County includes a farmstead, farmland, and vacant land. The future land use of the area is designated as commercial/industrial.

To the south are a large residential property and a mini-warehousing use. These properties are designated as Urban Residential and Highway-Oriented Commercial, respectively, in the AUPP Land Use Framework Map. They are zoned A-R Agricultural Residential, A-1 Agricultural, and C-LI Commercial Light-Industrial

### **Notification**

Notices were mailed to property owners located within a ¼ mile of the property on April 28, 2021. A publication was also made in the official county newspapers.

### **Interagency Review**

The Engineer's Office noted that "about half of this area is in a drainage district. The city should make sure that the drainage patterns are maintained when the ground is developed so that no new land drains into the district."

A separate interagency review for a commercial site plan for the Lemer Land Holdings, LLC, property also occurred. Relevant comments to the amendment and annexation request include:

From Environmental Health: "There is a rental house on Mr. Lemer's neighboring parcel that is currently using the lagoon on the Flummerfelt property to the west. Mr. Lemer will need to get an easement to use that wastewater lagoon as a component of the septic system. If an easement is not granted, or sought, Mr. Lemer could bypass the lagoon, but that would of course require some physical changes to the system. If you or Mr. Lemer have questions about what may be needed to bypass the lagoon, those would be best addressed by the Environmental Health staff."

In addition: "To my knowledge, the rental house on 0906350435 still depends on the lagoon on 0906350030 and the mound on 0906350340 for wastewater treatment. Until the house is connected to municipal sewer, it will be necessary to maintain the current septic system, which entails keeping all containers off the mound (looks like there is one planned for the north end of the mound), and avoid putting containers on the septic lines leading to the Flummerfelt lagoon."



From the County Engineer: "Lincolnway in this area is under the City of Ames jurisdiction so any modifications within the road right-of-way needs to be approved by Ames. Although this land is not in the floodplain, it is prone to flooding."

### **Planning and Zoning Commission Recommendation**

At their May 11, 2021, meeting, the Story County Planning and Zoning Commission recommended approval (5-0) of the Ames Urban Fringe Plan Land Use Classes Map amendment request. As the commission does not make recommendations on annexations, they did not act on the annexation request.

The commission had several comments on the request. They supported the traffic study requirement as they had concerns about traffic at the intersection of North 500<sup>th</sup> and Lincoln Highway, especially with the planned commercial development.

They also had concerns about flooding of the site and stormwater runoff on the property and the larger impact development could have on downstream properties and agricultural land south of Ames. The City of Ames requires that new development include a stormwater management plan to limit runoff to rates equivalent to a pre-settlement rate (a meadow in good condition). If echoed by the Board of Supervisors, staff will pass these comments on to the city.

Several members of the public provided comments on the request at the meeting. Brian Adams, one of the non-consenting property owners included in the annexation request, commented that he did not see what efficiency the city gained in annexing his property. The sewer stub is north of his property and there is already a water easement. He also expressed concerns about receiving information on the improvements required to his property if the annexation is successful including connecting to city sewer and water, making stormwater improvements, and installing curbs.

Justin Dodge spoke on behalf of the consenting property owners included in the annexation request. Dodge clarified that Flummerfelt Quail Ridge, LLC, has cleared their properties of trees and structures in order to farm the property this year while the annexation and subsequent development requests are made. He has clarified the city's stormwater management requirements and that uses permitted in the commercial node would be determined by the zoning district once annexed.

### **Analysis for Amending the Cornerstone to Capstone Comprehensive Plan**

The 28E agreement between the City of Ames, City of Gilbert, and Story County identifies the process for AUFPP amendments. Each cooperator is to follow its process for amending its comprehensive plan. The standards for a C2C Plan Amendment and analysis of how they are met by the request are included below.



- (1) *The extent to which the change would be consistent with the comprehensive plan goals and policies.*

The amendment area is identified by the AUPF as Highway-Oriented Commercial in the Rural/Urban Transition Area Land Use Class.

The intent of the Highway-Oriented Commercial designation in the AUPF is:

*This designation applies to commercial land uses along arterial corridors that are primarily designed to accommodate the automobile. It is intended to provide for an orderly and efficient transition between existing or future urban areas and the rural, unincorporated areas.*

While the Highway-Oriented Commercial designation is part of the Rural/Urban Transition Area Land Use Class, Policy 10 (adopted in 2016) states that:

*When Highway-Oriented Commercial property is within an Urban Service Area designation, a property may be annexed without a Land Use Framework Map Amendment. The intent of this option is to further the policies of the Convenience Commercial Node, specifically CVCN Policy 5.*

Policy 5 of the Convenience Commercial node is:

*“Require annexation by the city before land is developed or further subdivided. In some cases, depending on the initial square footage to be developed, type of commercial use, or timing of development, the City may determine that convenience commercial node is to be rural in character and may not be required to be annexed until some time after initial development.”*

These policies allow the Highway-Oriented Commercial designation to be a part of/amended to the Urban Service Area Land Use Class, especially as the case in the current request, when there is also a Convenience Commercial Node.

This area is not to have a commercial node that is rural in character. The amendment area is also designated as a Tier 1 area for future development and extraterritorial growth in the draft Ames 2040 Plan, meaning that infrastructure including street and trail connections are available. The city council took action to emphasize these Tier 1 areas as their preferred growth scenarios.

- (2) *Evidence demonstrating the reasons why the plan should be changed, including (but not limited to) whether new information has become available since the comprehensive plan*



*was adopted that supports reexamination of the plan, or that existing or proposed development offers new opportunities or constraints that were not previously considered.*

Since the plan's adoption, the amendment area has been designated as a Tier 1 area for future development and extraterritorial growth in the draft Ames 2040 Plan, meaning that infrastructure including street and trail connections are available. The city council took action to emphasize the Tier 1 areas as their preferred growth scenarios. The tiers were developed based on water, sewer, traffic, and fire response models (that assumed relocation of Station 2 to the west) and public feedback.

Due to adjacent development, city sewer is stubbed at Durant Street, just east of the amendment area, and city water is extended along Lincoln Highway to the current city limits to the east of the amendment area, and the city already maintains Lincoln Highway in front of the amendment area.

Policy 10 for the Highway-Oriented Commercial area, recognizing that these areas could be in the Urban Service Area Land Use Class, instead of transitional areas, was adopted in 2016.

This change in policy and past and future development of the area demonstrate that it is appropriate to amend the plan to allow annexation of the Highway-Oriented Commercial area prior to development.

*(3) Whether or not the change is needed to allow reasonable development of the site.*

The amendment area is surrounded by the Urban Service Area to the north and west. Without the amendment, the portion of area to be annexed along Lincoln Highway, where the development would take primary access and where city water would be extended, and the portion of the area adjacent to Durant Street, would not be in a designation where it could be annexed in conformance with the AUPP. This amendment is necessary to allow city services to be efficiently provided to the areas that are currently in the Urban Service area and proposed to be annexed.

*(4) The relationship of the proposed amendment to the supply and demand for the particular land uses within the County and immediate vicinity of the site.*

The Highway-Oriented Commercial Area is part of a Convenience Commercial Node. These nodes are designed to serve a specific population size to ensure there is adequate supply of and demand for commercial services to serve residential areas. The intent of a Convenience Commercial Node, from the AUPP, is:



*Convenience Commercial Nodes represent areas for neighborhood scale commercial development for conventional suburban residential developments and support a population base of 2000 – 3000 persons within a one to two mile radius. Total land area of a Convenience Commercial Node is generally between one and ten acres. Land use and standards for building placement and materials, landscaping and screening, signage and lighting ensure compatibility between the commercial activity and adjacent residential land uses. . .*

Given the past and future residential development in the area, the City of Ames staff report on the annexation indicated that “The intent of these designations (Highway-Oriented Commercial with a Convenience Commercial Node) is for development of residential in conjunction with three to five acres of commercial land at the corner of Lincoln Highway and North 500th Avenue. Three to five acres of land will support 15,000 - 30,000 sq. ft. of commercial use.”

Again, the Highway-Oriented Commercial area that is the amendment area will support commercial development that is appropriately scaled to the surrounding residential development in conformance with the AUFPP.

*(5) A demonstration that the proposed amendment has merit beyond the interests of the applicant.*

The request is benefiting the larger annexation area and city by allowing for more efficient provision of services and orderly development.

*(6) The possible impacts of the amendment on all specific elements of the comprehensive plan as may be applicable:*

Common Goals and Principles from the AUFPP are included below. This request specifically supports a planned residential development with a commercial node. The adjacent Urban Residential and Convenience Commercial Node designations are already in the Urban Service Area and to be annexed prior to development. This area is also a Tier 1 growth area in the Ames 2040 Plan. The area to be amended has frontage on Lincoln Highway and will serve as the location of the main access. It is also the closest part of the annexation area to city sewer and water lines and its inclusion in the annexation area promotes efficient service delivery. There are no natural resources mapped by the AUFPP Land Use Framework Map on the property.

*Principle 1: Recognizing that population and economic growth is likely, Boone County, Story County, the City of Ames and the City of Gilbert will strive towards intergovernmental coordination for successful planning within the Ames Urban Fringe.*



*Principle 2: Boone County, Story County, City of Ames and City of Gilbert seek to work together to preserve agricultural lands and protect rural lands from unplanned, rural single-family development and other forms of inefficient urbanization.*

*Principle 3: Boone County, Story County, City of Ames and City of Gilbert will work together to ensure that future development will be directed and targeted towards identified growth areas, as identified in a shared fringe area land use plan.*

*Principle 4: Boone County, Story County, City of Ames and City of Gilbert seek effective and efficient management of growth. Growth shall be managed by each government entity in order to minimize negative impacts to another affected governmental entity.*

*Principle 5: In efforts to establish an orderly transition of land uses from urban to rural (as well as rural to urban), Boone County, Story County, City of Ames and City of Gilbert seek to work together to delineate areas of responsibility and come to a common agreement on the definition of rural and urban land uses.*

*Principle 6: Boone County, Story County, City of Ames and City of Gilbert seek to establish growth policy within the Ames Urban Fringe compatible with ecological systems. It is commonly understood by each governmental agency that future growth will be compatible with natural resources. Environmental resources shall be protected.*

*Common Goal 1.1 To provide a balanced mix of land uses that is arranged to avoid conflicts and to maximize efficient delivery of municipal and county services and facilities.*

*Common Goal 1.2 To prevent premature development and preserve the most high value farmland in appropriate locations.*

*Common Goal 1.3 To provide a variety of housing opportunities in the Ames Urban Fringe in appropriate locations.*

*Common Goal 1.4 To provide adequate opportunities for commercial and industrial development in appropriate locations.*

*Common Goal 1.5 To coordinate development decisions with the efficient provision of public facilities and services.*

*Common Goal 1.6 To protect and preserve sensitive natural resources, including floodplains, woodland areas, wetlands, and other sensitive natural areas.*



*Common Goal 1.7 To secure a system of public and private open spaces throughout the Ames Urban Fringe that serves as a visual and recreational amenity.*

*(7) Consideration of the fiscal impact of the proposed amendment to Story County.*

As annexation is planned, the fiscal impact of road maintenance, utility provision, emergency service provision will be to the City of Ames. Water and sewer are stubbed in close proximity to the subject property. The city maintains Lincoln Highway. North 500<sup>th</sup> Avenue will be annexed to its centerline. Ames will require a traffic study and “the results of the traffic study will indicate what are expected developer financed improvements.” Internal water connection costs would be on the developer.

## **Alternatives**

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

- 1) **The Story County Board of Supervisors Approves Resolution 21-88 Amending Certain Boundaries Of The Ames Urban Fringe Plan Land Use Classes Map, As Referenced In The Ames Urban Fringe Joint And Cooperative Agreement (28E) And Referenced In Chapter 92.08 Amending The Cornerstone To Capstone Comprehensive Plan (C2C Plan) Of The Story County Code Of Ordinances, For The Area Extending Westward From The Current City Boundary To The County Line (Approximately 1500 Feet Along Lincoln Highway) And Northward Along North 500th Avenue (Approximately 768 Feet), Comprising Approximately 26.5 Acres From The Rural/Urban Transition Area to Urban Service Area Land Use Class and Resolution 21-89 John R. Crane and Flummerfelt Quail Ridge, LLC, Voluntary Annexation.**
- 2) 1) The Story County Board of Supervisors Approves Resolution 21-88 Amending Certain Boundaries Of The Ames Urban Fringe Plan Land Use Classes Map, As Referenced In The Ames Urban Fringe Joint And Cooperative Agreement (28E) And Referenced In Chapter 92.08 Amending The Cornerstone To Capstone Comprehensive Plan (C2C Plan) Of The Story County Code Of Ordinances, For The Area Extending Westward From The Current City Boundary To The County Line (Approximately 1500 Feet Along Lincoln Highway) And Northward Along North 500th Avenue (Approximately 768 Feet), Comprising Approximately 26.5 Acres From The Rural/Urban Transition Area to Urban Service Area Land Use Class and Resolution 21-89 John R. Crane and Flummerfelt Quail Ridge, LLC, Voluntary Annexation, with conditions.
- 3) The Story County Board of Supervisors Denies Resolution 21-88 Amending Certain Boundaries Of The Ames Urban Fringe Plan Land Use Classes Map, As Referenced In The Ames Urban Fringe Joint And Cooperative Agreement (28E) And Referenced In Chapter 92.08 Amending The Cornerstone To Capstone Comprehensive Plan (C2C



Plan) Of The Story County Code Of Ordinances, For The Area Extending Westward From The Current City Boundary To The County Line (Approximately 1500 Feet Along Lincoln Highway) And Northward Along North 500th Avenue (Approximately 768 Feet), Comprising Approximately 26.5 Acres From The Rural/Urban Transition Area to Urban Service Area Land Use Class and Resolution 21-89 John R. Crane and Flummerfelt Quail Ridge, LLC, Voluntary Annexation, as submitted.

- 4) The Story County Board of Supervisors Remands Resolution 21-88 Amending Certain Boundaries Of The Ames Urban Fringe Plan Land Use Classes Map, As Referenced In The Ames Urban Fringe Joint And Cooperative Agreement (28E) And Referenced In Chapter 92.08 Amending The Cornerstone To Capstone Comprehensive Plan (C2C Plan) Of The Story County Code Of Ordinances, For The Area Extending Westward From The Current City Boundary To The County Line (Approximately 1500 Feet Along Lincoln Highway) And Northward Along North 500th Avenue (Approximately 768 Feet), Comprising Approximately 26.5 Acres From The Rural/Urban Transition Area to Urban Service Area Land Use Class and Resolution 21-89 John R. Crane and Flummerfelt Quail Ridge, LLC, Voluntary Annexation, back to the applicant for further review and/or modifications, and directs staff to place this item on a future agenda.





**ATTACHMENT A**

**GENERAL PROPERTY LOCATION**

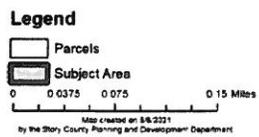
The area extending westward from the current city boundary to the county line (approximately 1500 feet along Lincoln Highway) and northward along North 500th Avenue (approximately 768 feet), comprising approximately 26.5 acres

**ATTACHMENT B**



LAFAYETTE T85N R24W	HOWARD T85N R23W	WARREN T85N R22W	LINCOLN T85N R21W
FRANKLIN T84N R24W	MILFORD T84N R23W	RICHLAND T84N R22W	SHERMAN T84N R21W
WASHINGTON T83N R24W	GRANT T83N R23W	NEVADA T83N R22W	NEW ALBANY T83N R21W
PALESHINE T82N R24W	UNION T82N R23W	INDIAN CREEK T82N R22W	COLLINS T82N R21W

**Proposed  
Ames Urban Fringe Plan  
Land Use Class Change**



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

**DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER**  
Prepared By: Amelia Schoeneman, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245  
Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NO. 21-89**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, a copy of a petition for voluntary annexation into the City of Ames; and

WHEREAS, said annexation petition includes the properties under the ownership of Flummerfelt Quail Ridge, LLC and John R. Crane in the southwest quarter of the southwest quarter of Section 6 of Washington Township/the Crestview Acres Subdivision, northeast of the intersection of N 500<sup>th</sup> Avenue and Lincoln Highway, in the unincorporated area of Story County, and hereinafter described on Attachment A and shown on Attachment B; and

WHEREAS, said annexation petition would create a 0.46-acre island of land owned by non-consenting property owner Lemer Land Holdings, LLC, and the annexation must include the 0.46-acre property and be initiated using the 80/20 rule, as allowed by the *Code of Iowa*, Chapter 368; and

WHEREAS, the Ames City Council has also taken action to include three additional parcels in the annexation request, totaling 5.7 net-acres, owned by non-consenting property owners Brant Lemer, Lemer Land Holdings, and Brian M. Adams, along Lincoln Highway for the purpose of creating a more uniform boundary, as allowed by the *Code of Iowa*, Chapter 368; and

WHEREAS, the subject property is located in the Ames Urban Fringe and designated Urban Residential, Highway Oriented Commercial, and Convenience Commercial Node in the Urban Service Area and Rural/Urban Transition Area on the Land Use Framework and Classes Maps; and

WHEREAS, on May 11, 2021, the Story County Board of Supervisors took action to approve a Ames Urban Fringe Plan – Land Use Classes Map Amendment for the Rural/Urban Transition Area to the Urban Service Area and the cooperators of the Ames Urban Fringe Plan 28E agreement will act on this request at future meetings; and

WHEREAS, a consultation on the proposed annexation was held on April 14, 2021, where the Story County Board of Supervisors and the Washington Township Trustees were invited, and

WHEREAS, it appears that all conditions and requirements prescribed by Section 368.7, Code of Iowa, have been complied with and met,

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that the Board of Supervisors support the proposed annexation.

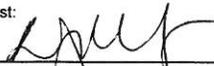
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Story County, Iowa, support the voluntary annexation of land hereinafter described on Attachment A and shown on Attachment B into the City of Ames.

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 21-89 to be forwarded to the City Clerk of the City of Ames, Iowa.

Dated this 11 day of May, 2021.

  
Chairperson, Board of Supervisors

Attest:

  
County Auditor

ROLL CALL      Latifah Faisal    Yea     Nay \_\_\_    Absent \_\_\_  
FOR ALLOWANCE    Lisa Heddens    Yea     Nay \_\_\_    Absent \_\_\_  
                                 Linda Murken    Yea     Nay \_\_\_    Absent \_\_\_

ALLOWED BY VOTE  
OF BOARD                                    Yea 3    Nay 0    Absent 0

 Above tabulation made by   
CHAIRPERSON

Attachment A

**Legal Description - Annexation Territory:**  
The Southwest Quarter of the Southwest Quarter of Section 6, Township 83, Range 24 West of the 5th P.M., Story County, Iowa, containing 45.15 acres, which includes 4.40 acres of existing public right of way.

Note: This description includes all of Lots A-G and Lots 1-151, all in Crestview Acres Subdivision.

**Property by Consenting Owners:**

Flummettel Quail Ridge, LLC, 113 Robin St. Ames, IA 50010.  
Lot A, except the South 80 feet thereof, Lots B, C and D, except the South 20 feet thereof, Lots 1 and 28-31, except the South 20 feet thereof, Lots 32-38, except the West 27 feet thereof, Lots 51-58, 60-61, 83, 87-106, 112-135 and 138-151 of Crestview Acres Subdivision, Story County, Iowa.  
John R. Crans, 632 N. 500th Ave., Ames, IA 50014.  
Lots 39-44, except the West 27 feet thereof, and Lots 45-50, of Crestview Acres Subdivision, Story County, Iowa.  
Story County, Iowa.  
The South 80 feet of Lot A in Crestview Acres Subdivision, the North 873.7 feet of the West 80 feet and the North 280 feet of the South 350 feet of the West 33 feet, and the South 70.00 feet, all in the Southwest Quarter of the Southwest Quarter of Section 6, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa.

**Property by Non-Consenting Owners:**

Brian M. Adams, 5507 Lincoln Highway Ames, IA 50014.  
Lot 136, except the South 20 feet thereof, and Lot 137, Crestview Acres Subdivision, Story County, Iowa.  
Brant Lemmer, 5615 Lincoln Highway Ames, IA 50014.  
Lot 2, except the South 20 feet thereof, and Lots 110 and 111, Crestview Acres Subdivision, Story County, Iowa.  
Lerner Land Holdings, LLC, 6615 Lincoln Highway Ames, IA 50014.  
Lots 27 and E, except the South 20 feet thereof, Lots F and G, Lots 3-26 and the alley lying between said Lots 3-8 and 8-14 and Between Lots 15-20 and 21-26, all of Lots 84-88 and 107-109, Crestview Acres Subdivision, Story County, Iowa.

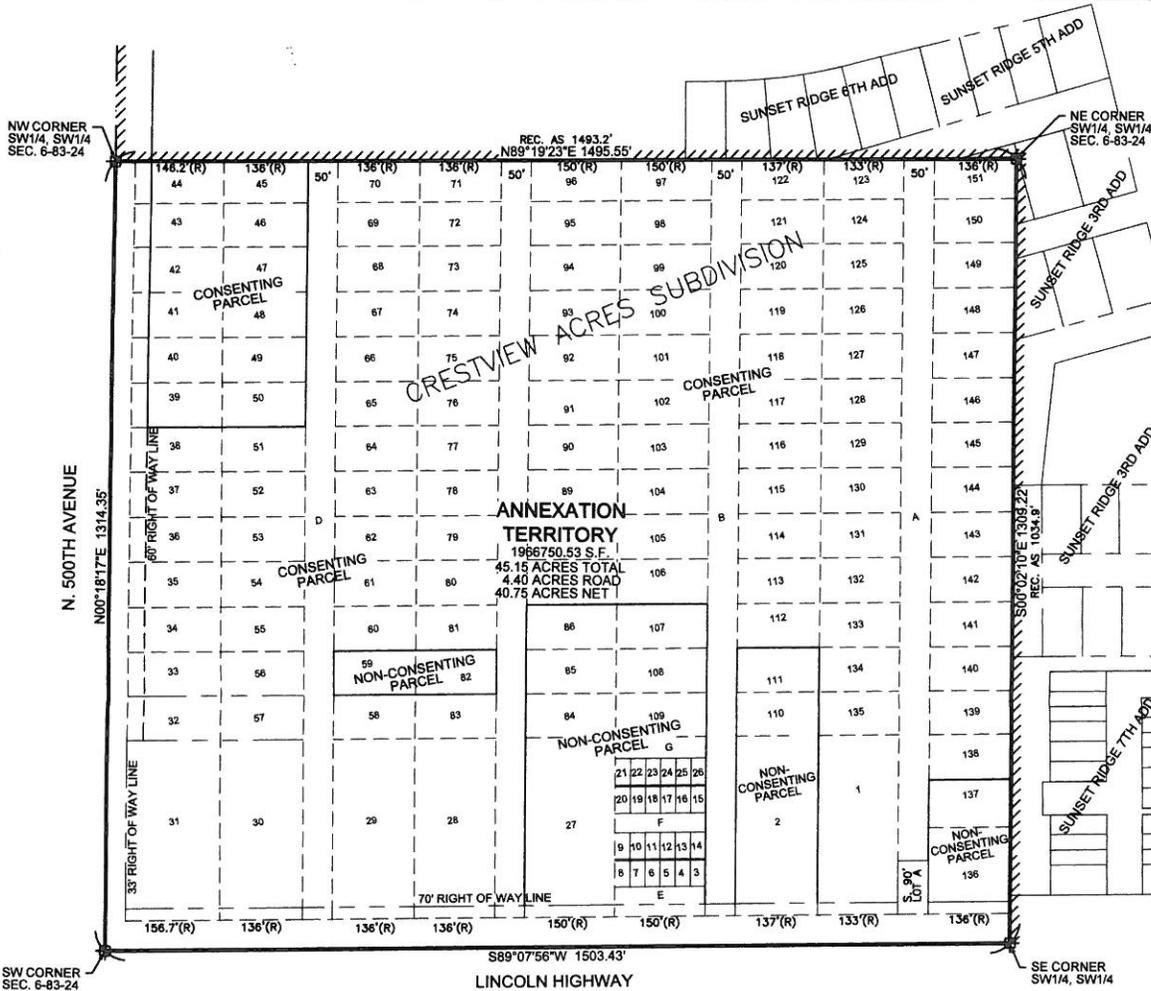
**Attachment B**

# ANNEXATION PLAT

LOCATION: THE SW1/4, SW1/4 OF SEC. 6-83-24  
STORY COUNTY, IOWA

REQUESTED BY: CHUCK WINKLEBLACK

SURVEYOR: R. BRADLEY STUMBO, PLS #17161  
FOX ENGINEERING ASSOCIATES, INC.  
AMES, IA 50010  
515-233-0000



**Legal Description - Annexation Territory:**

The Southwest Quarter of the Southwest Quarter of Section 6, Township 83, Range 24 West of the 5th P.M., Story County, Iowa, containing 45.15 acres, which includes 4.40 acres of existing public right of way.

Note: This description includes all of Lots A-G and Lots 1-151, all in Crestview Acres Subdivision.

**Property by Consenting Owners:**

Flummerfelt Quail Ridge, LLC, 113 Robin St. Ames, IA 50010:  
Lot A, except the South 90 feet thereof, Lots B, C and D, except the South 20 feet thereof, Lots 1 and 28-31, except the South 20 feet thereof, Lots 32-38, except the West 27 feet thereof, Lots 51-58, 60-81, 83, 87-106, 112-135 and 138-151 of Crestview Acres Subdivision, Story County, Iowa.

John R. Crane, 632 N. 500th Ave. Ames, IA 50014:  
Lots 39-44, except the West 27 feet thereof, and Lots 45-50, of Crestview Acres Subdivision, Story County, Iowa.

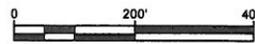
Story County, Iowa:  
The South 90 feet of Lot A in Crestview Acres Subdivision, the North 973.7 feet of the West 60 feet and the North 280 feet of the South 350 feet of the West 33 feet, and the South 70.00 feet, all in the Southwest Quarter of the Southwest Quarter of Section 6, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa.

**Property by Non-Consenting Owners:**

Brian M. Adams, 5507 Lincoln Highway Ames, IA 50014:  
Lot 136, except the South 20 feet thereof, and Lot 137, Crestview Acres Subdivision, Story County, Iowa.

Brant Lerner, 5615 Lincoln Highway Ames, IA 50014:  
Lot 2, except the South 20 feet thereof, and Lots 110 and 111, Crestview Acres Subdivision, Story County, Iowa.

Lerner Land Holdings, LLC, 5615 Lincoln Highway Ames, IA 50014:  
Lots 27 and E, except the South 20 feet thereof, Lots F and G, Lots 3-26 and the alleys lying between said Lots 3-8 and 9-14 and between Lots 15-20 and 21-26, all of Lots 84-86 and 107-109, Crestview Acres Subdivision, Story County, Iowa.



FOX Engineering Associates, Inc.  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 233-0000  
FAX: (515) 233-0103

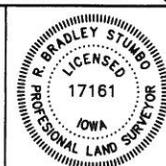
I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*R. Bradley Stumbo*

R. BRADLEY STUMBO, PLS  
License number 17161  
My license renewal date is December 31, 2021.

3/30/21

DATE





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

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

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Amelia Schoeneman, Planning and Development Director  
**RE:** Discussion of Ordinance 293, amending Chapter 80, Floodplain Management Program, of the Story County Code of Ordinances  
**DATE:** May 11, 2021

### Background

Story County participates in the Community Rating System (CRS) program, a voluntary program where discounted flood insurance rates are available to property owners as the County's floodplain management program requirements exceed the requirements of the National Flood Insurance Program.

Recently, the Iowa Department of Natural Resources reached out to communities that participate in the CRS to communicate a necessary change to meet CRS requirements for protection of utility services lines and facilities such as plumbing, gas lines, and water meters:

- Electric meters, electrical service panel boxes, hot water heaters, heating, air conditioning, ventilation equipment (including ductwork), and other similar machinery and equipment must be elevated to the county's current freeboard requirement (three feet above the base flood elevation). For residential structures, these facilities cannot be floodproofed (e.g., building something around machinery and equipment to prevent flood waters from reaching them) to meet requirements.
- Utility service lines must be watertight and withstand flood inundation if not elevated.

Changes to the Story County Code of Ordinances 80.13(3)(B) to meet these requirements are as follow (additions are underlined, subtractions are struck through):

(6) New and substantially improved structures shall be constructed with electric meter, electrical service panel box, hot water heater, heating, air conditioning, ventilation equipment (including ductwork), and other similar machinery and equipment ~~electrical, heating, ventilation, plumbing, air conditioning equipment and other services (including ductwork)~~ elevated (or in the case on non-residential structures, optionally floodproofed to) or flood proofed to a minimum of three (3) foot above the base flood elevation.

(7) New and substantially improved structures shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities elevated (or in the case of non-residential structures, optionally floodproofed to) a minimum of three (3) feet above the base flood elevation or designed to be watertight and withstand inundation to such a level.



Additionally, during the review, staff noted that changes to the definition of lowest floor were need to reflect the county's three-foot freeboard requirement. Change to 80.02 Definitions, Definition 22, are as follow:

"Lowest floor" means the floor of the lowest enclosed area in a structure including a basement except when all the following criteria are met:

C. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least three (3) feet ~~18 inches~~ above the one percent annual chance or greater flood level; and

County Outreach and Special Projects Manager, Leanne Harter, and Assistant County Attorney Ethan Anderson were also routed the proposed amendments.

#### **Recommendation**

The Board of Supervisors may consider the following alternatives:

- 1. The Story County Board of Supervisors approves Ordinance 293, amending Chapter 80, Floodplain Management Program, of the Story County Code of Ordinances, on first consideration and sets second consideration for Tuesday, May 18, 2021.**
2. The Story County Board of Supervisors denies Ordinance 293, amending Chapter 80, Floodplain Management Program, of the Story County Code of Ordinances, on first consideration and sets second consideration for Tuesday, May 18, 2021.
3. The Story County Board of Supervisors Ordinance 293, amending Chapter 80, Floodplain Management Program, of the Story County Code of Ordinances, , back to staff for additional information, and directs staff to set first consideration for Tuesday, May 18, 2021.



DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

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

Please return to:  
Planning & Development

**STORY COUNTY IOWA**  
**ORDINANCE NO. 293**  
**AN ORDINANCE AMENDING CHAPTER 80, FLOODPLAIN MANAGEMENT PROGRAM, OF**  
**THE STORY COUNTY CODE OF ORDINANCES.**

BE IT ENACTED by the Board of Supervisors of Story County, Iowa:

Section 1. Purpose. An Ordinance amending Chapter 80 – Floodplain Management Program, of the Story County Code of Ordinances, as follows, to meet the standards of the Community Rating System and for protection of utility services lines and facilities such as plumbing, gas lines, and water meters.

Section 2. Proposed Amendments. The amendments are as shown in Attachment A of this ordinance and below.

**80.13(3)(B)**

(6) New and substantially improved structures shall be constructed with electric meter, electrical service panel box, hot water heater, heating, air conditioning, ventilation equipment (including ductwork), and other similar machinery and equipment ~~electrical, heating, ventilation, plumbing, air conditioning equipment and other services (including ductwork)~~ elevated (or in the case on non-residential structures, optionally floodproofed to) ~~or flood proofed~~ to a minimum of three (3) foot above the base flood elevation.

(7) New and substantially improved structures shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities elevated (or in the case of non-residential structures, optionally floodproofed to) a minimum of three (3) feet above the base flood elevation or designed to be watertight and withstand inundation to such a level.

**80.02 Definitions, Definition 22**

“Lowest floor” means the floor of the lowest enclosed area in a structure including a basement except when all the following criteria are met:

C. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least three (3) feet ~~18 inches~~ above the one percent annual chance or greater flood level; and

Section 3. Repealer. All ordinances or parts, of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. This ordinance shall be effective after its final passage, approval and publication of the ordinance or a summary thereof, as provided by law.

**Action upon FIRST Consideration:** \_\_\_\_\_  
**DATE:** May 11, 2021

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

**Action upon SECOND Consideration:** \_\_\_\_\_  
**DATE:** May 18, 2021

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

**Action upon THIRD Consideration:** \_\_\_\_\_

**DATE: May 25, 2021**

Moved by: \_\_\_\_\_

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

Voting Aye: \_\_\_\_\_

Voting Nay: \_\_\_\_\_

Not Voting: \_\_\_\_\_

Absent: \_\_\_\_\_

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Chairperson, Board of Supervisors

Attest:

\_\_\_\_\_  
County Auditor

ROLL CALL	Lauris Olson	Yea__	Nay__	Absent__
FOR ALLOWANCE	Lisa Heddens	Yea__	Nay__	Absent__
	Linda Murken	Yea__	Nay__	Absent__

ALLOWED BY VOTE  
OF BOARD

Yea\_\_ Nay\_\_ Absent\_\_

\_\_\_\_\_  
CHAIRPERSON

Above tabulation made by \_\_\_\_\_

**ATTACHMENT "A"**

**CHAPTER 80  
FLOODPLAIN MANAGEMENT PROGRAM**

- |   |   |
|---|---|
| 80.01 Statutory Authority, Purpose, Findings of Fact  | 80.17 Application for Permit  |
| 80.02 Definitions                                     | 80.18 Action on Permit Application  |
| 80.03 Lands to Which Chapter Applies                  | 80.19 Construction and Development to be as Provided in Application and Plans |
| 80.04 Establishment of Official Floodplain Map        | 80.20 Appointment and Duties of Board of Adjustment                           |
| 80.05 Rules for Interpretation of District Boundaries | 80.21 Conditional Uses  |
| 80.06 Compliance                                      | 80.22 Appeals   |
| 80.07 Abrogation and Greater Restrictions             | 80.23 Variances   |
| 80.08 Interpretation                                  | 80.24 Hearing and Decisions of the Board of Adjustment                        |
| 80.09 Warning and Disclaimer of Liability             | 80.25 Factors Upon Which the Decision to Grant Variances Shall be Based       |
| 80.10 Severability                                    | 80.26 Conditions Attached to Variances  |
| 80.11 Establishment of Districts                      | 80.27 Appeals to the Court  |
| 80.12 FW – Floodway District                          | 80.28 Nonconforming Uses  |
| 80.13 FF – Floodway Fringe District                   | 80.29 Penalties for Violation   |
| 80.14 GF – General Floodplain District                | 80.30 Amendments  |
| 80.15 Administration                                  | 80.31 Administrative Procedures for Floodplain Management and Regulation      |
| 80.16 Floodplain Development Permit Required          |   |

## 80.01 STATUTORY AUTHORITY, PURPOSE, AND FINDINGS OF FACT.

1. Statutory Authority. This chapter is established under authority of Chapter 331 of the Code of Iowa, as amended. This chapter establishes a development permit system that requires a permit for all development within areas of significant flood hazard as identified by the Flood Insurance Study for Story County, Iowa, and Incorporated Communities dated January 15, 2021, within the Unincorporated Areas of Story County. The original Flood Insurance Study for Story County, Iowa was adopted and implemented by the Story County Board of Supervisors on June 1, 1983.

2. Purpose. This chapter establishes a Floodplain Management Program for the Unincorporated areas of Story County, Iowa, intended and designed to manage the development of land in those areas that would be inundated during a one percent annual chance or greater flood to minimize damage to property and threats to personal safety by protecting floodways from developmental encroachment, which would increase flood levels or impede the free flow of flood waters, and by requiring special site planning and construction standards in the floodway fringe. The chapter is required to meet the minimum requirements for acceptance in the National Flood Insurance Program (NFIP) for counties that have a detailed Flood Insurance Study (FIS) issued by the Federal Emergency Management Agency (FEMA). It is the purpose of this chapter to protect and preserve the rights, privileges, and property of Story County and its residents, and to preserve and improve the peace, safety, health, welfare, and comfort and convenience of its residents by minimizing those flood losses described in this chapter, with provisions designed to:

A. Reserve sufficient floodplain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially.

B. Restrict or prohibit development that is dangerous to health, safety, or property in times of flood or which causes excessive increases in flood heights or velocities.

C. Require that development vulnerable to floods, including public facilities that serve such development, be protected against flood damage at the time of initial construction or substantial improvement.

D. Protect individuals from buying lands that may not be suited for intended purposes because of flood hazard.

E. Assure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.

3. Findings of Fact.

A. The flood hazard areas of Story County are subject to periodic inundation, which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare of the community.

B. These flood losses, hazards, and related adverse effects are caused by the: (i) occupancy of flood hazard areas by development vulnerable to flood damages which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flooding; and (ii) cumulative effect of obstructions on the floodplain, causing increases in flood heights and velocities.

C. This chapter relies upon engineering methodology for analyzing flood hazards consistent with the standards established by the Iowa Department of Natural Resources (IDNR) and the Federal Emergency Management Agency (FEMA).

## 80.02 DEFINITIONS.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

1. "Appurtenant structure" means a structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

2. "Base flood" means the flood having one percent chance of being equaled or exceeded in any given year for a given area.

3. "Base flood elevation" means the elevation floodwaters would reach at a particular site during the occurrence of a base flood event.

4. "Basement" means any enclosed area of a structure which has its floor or lowest level below ground level (subgrade) on all sides. Also see "lowest floor."

5. "Development" means any manmade change to improved or unimproved real estate, including (but not limited to) building or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of materials and/or equipment. "Development" does not include minor projects or routine maintenance of existing structures and facilities, as defined this section. It also does not include gardening, plowing, and/or similar practices that do not involve filling, grading, and/or excavating.

6. "Existing construction" means any structure for which the start of construction commenced before the effective date of the first floodplain management regulations adopted by Story County (June 1, 1983), and may also be referred to as "existing structure."

7. "Existing factory-built home park or subdivision" means a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by Story County (June 1, 1983).

8. "Expansion of existing factory-built home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

9. "Factory-built home" means any structure, designed for residential use, which is wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this chapter, factory-built homes include mobile homes, manufactured homes, and modular homes and recreational vehicles which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.

10. "Factory-built home park" means a parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.

11. "Flood" means a general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.

12. "Flood elevation" means the elevation floodwaters would reach at a particular site during the occurrence of a specific flood. For instance, the 1% annual chance flood elevation is the elevation of floodwaters related to the occurrence of the 1% annual chance flood.

13. "Flood insurance rate map" (FIRM) means the official map prepared as part of (but published separately from) the Flood Insurance Study, which delineates both the flood hazard areas and the risk premium zones applicable to the community.

14. "Flood insurance study" means a report published by FEMA for a community issued along with the community's Flood Insurance Rate Map(s). The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRM.

15. "Floodplain" means any land area susceptible to being inundated by water as a result of a flood.

16. "Floodplain management" means an overall program of corrective and preventive measures for reducing flood damages and promoting the wise development of floodplains, including (but not limited to) emergency preparedness plans, flood control works, flood proofing and floodplain management regulations.

17. "Flood proofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures, including utility and sanitary facilities, which will reduce or eliminate flood damage to such structures.

18. "Floodway" means the channel of a river or stream and those portions of the floodplains adjoining the channel, which are reasonably required to carry and discharge flood waters or flood flows so that confinement of flood flows to the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one foot. (See Figure 1)

19. "Floodway fringe" means those portions of the Special Flood Hazard Area located outside the floodway. (See Figure 1)

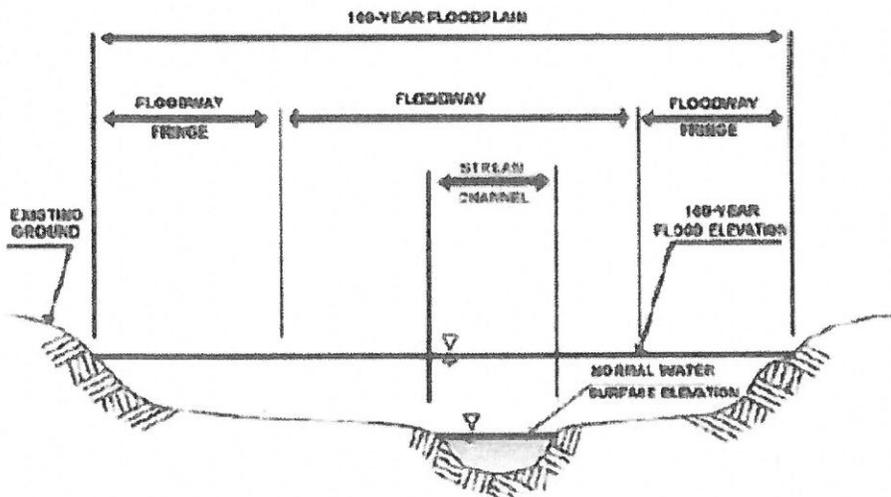


Figure 1 - Floodplain cross section and floodway map

20. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

21. "Historic structure" means any structure that is:

A. Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register;

B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either: (i) an approved state program as determined by the Secretary of the Interior; or (ii) directly by the Secretary of the Interior in states without approved programs.

22. "Lowest floor" means the floor of the lowest enclosed area in a structure including a basement except when all the following criteria are met:

A. The enclosed area is designed to flood to equalize hydrostatic pressure during floods with walls or openings that satisfy the provisions of this chapter; and

B. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as structure access, parking or storage; and

C. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least three (3) feet ~~48 inches~~ above the one percent annual chance or greater flood level; and

D. The enclosed area is not a basement, as defined in this section.

In cases where the lowest enclosed area satisfies criteria A, B, C, and D above, the lowest floor is the floor of the next highest enclosed area that does not satisfy the criteria above.

23. "Maximum Damage Potential Development" means hospitals and like institutions; structures or complexes containing documents, data, or instruments of great public value; buildings or complexes containing materials dangerous to the public or fuel storage facilities; power installations needed in emergency or other structures or complexes similar in nature or use.

24. "Minor projects" means small development activities (except for filling, grading and excavating) valued at less than \$500.00.

25. "New construction" (new structures, factory-built home parks) means those structures or development for which the start of construction commenced on or after the

effective date of the first floodplain management regulations adopted by Story County (June 1, 1983).

26. "New factory-built home park or subdivision" means a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by Story County (June 1, 1983).

27. "One percent annual chance or greater flood" means a flood, the magnitude of which has a one percent chance of being equaled or exceeded in any given year or which, on the average, will be equaled or exceeded at least once every 100 years.

28. "Recreational vehicle" means a vehicle that is:

- A. Built on a single chassis;
- B. Four hundred square feet or less when measured at the largest horizontal projection;
- C. Designed to be self-propelled or permanently towable by a light duty truck; and
- D. Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

29. "Repetitive loss" means any flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

30. "Routine maintenance of existing structures and facilities" means repairs necessary to keep a structure in a safe and habitable condition and which do not trigger a zoning permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs may include:

- A. Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;
- B. Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work;
- C. Basement sealing;
- D. Repairing or replacing damaged or broken window panes;
- E. Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.

31. "Special flood hazard area" means the land within a community subject to the "one percent annual chance or greater flood". This land is identified as Zone A, AE, AH, AO, AR, A1-30 or A99 on the community's Flood Insurance Rate Map.

32. "Start of construction" includes substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date. The actual start means either the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory structures such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the structure, whether or not that alteration affects the external dimensions of the structure.

33. "Structure" means anything constructed or erected on the ground or attached to the ground, including, but not limited to, buildings, factories, sheds, cabins, factory-built homes, storage tanks, grain storage facilities and other similar development.

34. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damage condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a ten-year period for which the costs of repairs at the time of such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

35. "Substantial improvement" means any improvement to a structure which satisfies either of the following criteria:

A. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. The term includes structures which have incurred repetitive loss or substantial damage, regardless or the actual repair work performed.

B. Any addition which increases the original floor area of a structure by 25 percent or more. All additions constructed after June 1, 1983, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.

The term does not, however, include any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe conditions for the existing development. The term also does not include any alteration of a historic structure, provided the alteration will not preclude the structure's designation as a historic structure.

36. "Variance" a grant of relief by a community from the terms of the floodplain management regulations.

37. "Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

#### 80.03 LANDS TO WHICH CHAPTER APPLIES.

The provisions of this chapter shall apply to all lands within the jurisdiction of Story County shown on the Official Floodplain Map as being within the boundaries of the Floodway, Floodway Fringe, and the General Floodplain Districts, as established herein.

#### 80.04 ESTABLISHMENT OF OFFICIAL FLOODPLAIN MAP.

The Flood Insurance Rate Maps prepared as part of the Flood Insurance Study for Story County, Iowa, and Incorporated Communities dated January 15, 2021, are hereby adopted by reference and declared to be the Official Floodplain Map. The flood profiles and all explanatory material contained with the Flood Insurance Study are also declared to be a part of this chapter.

#### 80.05 RULES FOR INTERPRETATION OF DISTRICT BOUNDARIES.

The boundaries of the district areas shall be determined by scaling distances on the Official Floodplain Map. When an interpretation is needed as to the exact location of a boundary, the Floodplain Manager shall make the necessary interpretation. The Story County Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Floodplain Manager in the enforcement or administration of this chapter.

#### 80.06 COMPLIANCE.

No structure or land shall hereafter be developed and no structure shall be located, extended, converted or structurally altered without full compliance with the terms of this chapter and other applicable regulations that apply to development within the jurisdiction of this chapter.

#### 80.07 ABROGATION AND GREATER RESTRICTIONS.

It is not intended by this chapter to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter imposes greater restrictions, the provision of this chapter shall prevail. All other ordinances inconsistent with this chapter are hereby repealed to the extent of the inconsistency only.

#### 80.08 INTERPRETATION.

In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State statutes.

#### 80.09 WARNING AND DISCLAIMER OF LIABILITY.

The standards required by this chapter are considered reasonable for regulatory purposes. This chapter does not imply that areas outside the designated Floodplain District areas will be free from flooding or flood damages. This chapter shall not create liability on the part of Story County, or any officer or employee thereof, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

#### 80.10 SEVERABILITY.

If any section, clause, provision or portion of this chapter is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this chapter shall not be affected thereby.

#### 80.11 ESTABLISHMENT OF DISTRICTS.

The floodplain areas within the jurisdiction of this chapter are hereby divided into the following districts:

1. Floodway District (FW) - those areas identified as Floodway on the Official Flood plain Map.

2. Floodway Fringe District (FF) - those areas identified as Zone AE on the Official Floodplain Map but excluding those areas identified as Floodway.

3. General Floodplain District (GF) - those areas identified as Zone A on the Official Flood plain Map.

The boundaries shall be as shown on the Official Floodplain Map. Within these districts, all development not allowed as permitted uses or permissible as conditional uses as defined in Chapter 86 and/or Chapter 90 of the Story County Land Development Regulations are prohibited unless a variance to the terms of this chapter and all other applicable sections of the Story County, Iowa Code of Ordinances is granted after due consideration by the Story County Board of Adjustment. In no case shall the Story County Board of Adjustment grant a variance to the requirements of this chapter, which authorizes a permitted use not allowed in a particular zoning district as established in the Story County Land Development Regulations.

#### 80.12 FW – FLOODWAY DISTRICT.

1. Statement of Intent. It is the intent of the FW Floodway District that the identified area is designed to carry floodwaters and is to be protected from developmental encroachment, which would increase flood levels or cause unnecessary damage to personal property or pose unnecessary threats to personal safety.

A. Structures that impede the free flow of floodwaters will not be allowed.

2. Permitted Development. All development within the FW Floodway District shall meet applicable performance standards of the FW Floodway District and any other ordinance or underlying zoning district as defined in the Story County Land Development Regulations.

3. Development Standards. All development in the FW Floodway District shall comply with the applicable requirements from the Story County Land Development Regulations as well as all development standards contained herein. The following standards shall be met:

A. No development shall cause any increase in the one percent annual chance or greater flood level. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

B. All development within the FW Floodway District shall:

(1) Be consistent with the need to minimize flood damage.

(2) Use construction methods and practices that will minimize flood damage.

(3) Use construction materials and utility equipment that are resistant to flood damage.

C. No development shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch or any other drainage facility or system.

D. Utilities, if permitted, shall meet the applicable development standards of the Floodway Fringe District and shall be constructed or aligned to present the minimum possible resistance to flood flows.

E. Structures, if permitted, shall be designed for low flood damage potential and shall not be for human habitation.

F. Storage of equipment or materials that are buoyant, flammable, explosive, or injurious to human, animal, or plant life is prohibited.

(1) Storage of other material may be allowed if readily removable from the FW Floodway District within an approved timeframe available after flood warning subject to submission and approval by the Floodplain Manager of an evacuation plan.

G. Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. Such alterations or relocations must be approved by the Iowa Department of Natural Resources prior to approval of a permit by Story County.

H. Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.

I. Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.

### 80.13 FF – FLOODWAY FRINGE DISTRICT.

1. Statement of Intent. The intent of the FF Floodway Fringe District is to require special site planning and construction standards to minimize the threats to personal safety and damage to property caused by flooding.

2. Permitted Development. All development within the FF Floodway Fringe District shall meet all applicable performance standards of the FF Floodway Fringe District and any other ordinance or underlying zoning district as defined in the Story County Land Development Regulations.

3. Development Standards. All development must be consistent with the need to minimize flood damage and meet the following applicable development standards. Until a

regulatory floodway is designated no development may increase the Base Flood Elevation more than one (1) foot. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such a determination.

A. Fill. Any fill allowed shall be subject to the following standards:

(1) No more than twenty percent (20%) of the area of the lot located in the Floodway Fringe District shall be filled above the grade as demonstrated on the 2-foot elevation contours as developed using elevation data from the State of Iowa's by the 2008 LiDAR program.

(2) The fill material must be compacted to at least ninety five percent (95%) of Standard Laboratory Maximum Dry Density (Standard Proctor), according to ASTB Standard D-698. Fill soils must be fine grained soils of low permeability such as those classified as CH, CL, SC or ML according to ASTM Standard D-2487, "Classification of Soils for Engineering Purposes". The fill material must be homogenous and isotropic.

(3) The fill cannot alter existing drainage patterns on the lot.

(4) A certification from an accredited soil testing professional, certifying that the requirements of this subsection are met, shall be submitted prior to issuance of any permits for further construction on the site.

B. New and Substantially Improved Structures. All new and substantially improved structures shall:

(1) Be adequately anchored to prevent flotation, collapse, or lateral movement of the structure.

(2) Use construction methods and practices that will minimize flood damage.

(3) Use construction materials and utility equipment that are resistant to flood damage.

(4) Fully enclosed areas below the lowest floor (not including basements) which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:

a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one foot above grade.

c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic entry and exit of floodwaters.

d. Such areas shall be used solely for parking of vehicles, structure access and low damage potential storage.

(5) New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

(6) New and substantially improved structures shall be constructed with electric meter, electrical service panel box, hot water heater, heating, air conditioning, ventilation equipment (including ductwork), and other similar machinery and equipment ~~electrical, heating, ventilation, plumbing, air conditioning equipment and other services (including ductwork)~~ elevated (or in the case on non-residential structures, optionally floodproofed to) or flood proofed to a minimum of three (3) foot above the base flood elevation.

(7) New and substantially improved structures shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities elevated (or in the case of non-residential structures, optionally floodproofed to) a minimum of three (3) feet above the base flood elevation or designed to be watertight and withstand inundation to such a level.

C. Residential Structures. All new or substantially improved residential structures shall have the lowest floor (including basements) elevated a minimum of three (3) feet above the one percent annual chance or greater flood level. Construction shall be upon compacted fill meeting the requirements in Subsection 80.13.3.A which shall, at all points, be no lower than three (3) feet above the one percent annual chance or greater flood level and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon.

(1) Alternate methods of elevating (such as piers) may be allowed, subject to favorable consideration by the Board of Adjustment and concurrence of Iowa Department of Natural Resources, as a variance to requirements of Section 80.13(3)(C), where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding.

(2) All new residential structures shall be provided with a means of access which will be passable by wheeled vehicles during the one percent annual chance or greater flood.

D. Nonresidential Structures. All new or substantially improved nonresidential structures shall have the lowest floor (including basement) elevated a minimum of three (3) feet above the one percent annual chance or greater flood level, or together with attendant utility and sanitary systems, be flood proofed to such a level. When flood

proofing is utilized, a professional engineer registered in the State of Iowa shall certify that the flood proofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the one percent annual chance or greater flood; and that the structure, below the one percent annual chance or greater flood level, is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are flood proofed shall be maintained by the Floodplain Manager.

E. Factory-Built Homes. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of three (3) feet above the one percent annual chance or greater flood level. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. The following specific requirements (or their equivalent) shall be met:

(1) Over-the-top ties shall be provided at each of the four corners of the factory-built home, with two additional ties per side at intermediate locations and factory-built homes less than 50 feet long requiring one additional tie per side.

(2) Frame ties shall be provided at each corner of the home with five additional ties per side at intermediate points and factory-built homes less than 50 feet long requiring four additional per side.

(3) All components of the anchoring system shall be capable of carrying a force of 4,800 pounds.

(4) Any additions to factory-built homes shall be similarly anchored.

F. Utility and Sanitary Systems.

(1) On-site wastewater disposal and water supply systems, including geothermal wells, shall be located or designed to avoid impairment to the system or contamination from the system during flooding.

(2) All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system as well as the discharge of effluent into floodwaters.

(3) Wastewater treatment facilities (other than on-site systems) shall be provided with a level of flood protection equal to or greater than three (3) feet above the one percent annual chance or greater flood elevation.

(4) All new or replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system. Water supply treatment facilities (other than on-site systems) shall be provided with a level of protection equal to or greater than three (3) feet above the one percent annual chance or greater flood elevation.

(5) Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.

G. Storage of Equipment and Materials. Storage of equipment and materials that are flammable, explosive, or injurious to human, animal, or plant life is prohibited unless elevated a minimum of three (3) feet above the one percent annual chance or greater flood level. Other material and equipment must either be similarly elevated or: (i) not subject to major flood damage and anchored to prevent movement due to floodwaters; or (ii) readily removable from the area within the time available after flood warning, subject to submission and approval by the Floodplain Manager of an evacuation plan.

H. Flood Control Structures. Flood control structural works such as levees, flood walls, etc. shall provide, at a minimum, protection from a one percent annual chance or greater flood with a minimum of three feet of design freeboard and shall provide for adequate interior drainage. Structural flood control works shall be approved by the Iowa Department of Natural Resources.

I. Watercourse Alterations or Relocations. Watercourse alterations or relocations must be designed to maintain the flood carrying capacity within the altered or relocated portion. Such alterations or relocations must be approved by the Iowa Department of Natural Resources prior to approval of a permit by Story County.

J. No development shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch, or other drainage facility or system.

K. Subdivisions. Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable development standards of this chapter as well as those regulations defined in the Story County Land Development Regulations.

(1) Subdivision proposals intended for residential development shall provide all lots with a means of vehicular access that will remain dry during occurrence of the one percent annual chance or greater flood.

(2) Preliminary and Final Plats for all new subdivisions shall include base flood elevation data for those areas located within the Floodway, Floodway Fringe, or General Floodplain Districts.

L. Accessory Structures to Residential Uses.

(1) Detached garages, sheds, and similar structures that are incidental to a residential use are exempt from the base flood elevation requirements where the following criteria are satisfied.

a. The structure shall be designed to have low flood damage potential. The structure shall be used solely for low flood damage potential purposes such as vehicle parking and limited storage. The structure shall not be used for human habitation.

b. Its size shall not exceed 600 sq. ft. in size.

c. Those portions of the structure located less than one (1) foot above the one percent annual chance or greater flood elevation must be constructed of flood-resistant materials.

d. The structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters.

e. The structure shall be firmly anchored to resist flotation, collapse and lateral movement.

f. The structure's service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least three (3) feet above the one percent annual chance or greater flood elevation.

g. The structure's walls shall include openings that satisfy the provisions of Section 80.13(3)(B).

(2) Exemption from the one percent annual chance or greater flood elevation requirements for such a structure may result in increased premium rates for flood insurance coverage of the structure and its contents.

M. Recreational Vehicles.

(1) Recreational vehicles are exempt from the requirements of paragraph E of this subsection regarding anchoring and elevation of factory-built homes when the following criteria are satisfied.

a. The recreational vehicle shall be located on the site for less than 180 consecutive days; and

b. The recreational vehicle must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system and is

attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

(2) Recreational vehicles that are located on the site for more than 180 consecutive days and are not ready for highway use must satisfy requirements of paragraph E of this subsection regarding anchoring and elevation of factory-built homes.

N. Pipeline Crossings. Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation, meandering, and the action of flood flows.

O. Maximum Damage Potential Development. All new or substantially improved maximum damage potential development shall have the lowest floor (including basement) elevated a minimum of three (3) feet above the elevation of the 500-year flood, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 0.2% annual chance flood; and that the structure below the 0.2% annual chance flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to NAVD 1988 ) to which any structures are floodproofed shall be maintained by the Floodplain Manager. Where 0.2% chance flood elevation data has not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determinations.

#### 80.14 GF – GENERAL FLOODPLAIN DISTRICT.

1. Statement of Intent. The GF General Floodplain District reflects those areas that would be inundated during a one percent annual chance or greater flood, but for which specific flood elevations and Floodway and Floodway Fringe limits have not been established. It is the intent of the GF General Floodplain District to impose the development standards of the Floodway and Floodway Fringe after a determination is made to identify the Floodway and Floodway Fringe areas on an individual project basis.

2. Applicant's Burden to Define Floodway and Floodway Fringe Boundary. Where one percent annual chance or greater flood data has not been provided in the Flood Insurance Study, the burden to demonstrate the boundary of the Floodway and Floodway Fringe rests on the applicant.

3. Permitted Development. The following development shall be permitted within the GF General Floodplain District to the extent they are not prohibited by any other ordinance or underlying zoning district as defined in the Story County Land Development Regulations and provided they do not include placement of structures, factory-built homes, fill or other obstructions, the storage of materials or equipment, excavation or alteration of a watercourse.

A. Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming and wild crop harvesting.

B. Industrial-commercial uses such as loading areas, parking areas, airport landing strips.

C. Private and public recreational uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, hiking and horseback riding trails.

D. Residential uses such as lawns, gardens, parking areas and play areas.

E. Replacement or Newly Constructed Bridges and/or Culverts. The requirement to define the floodway and floodway fringe boundary does not apply to proposed replacement or newly constructed bridges and/or culverts wherein the bridge and/or culvert is:

(1) Located in a rural (unincorporated) area where the stream drains less than 100 square miles or in an urban (incorporated) area where the stream drains less than two square miles; and

(2) Not associated with a channel modification that constitutes a channel change as specified in 567-71.2(1)b, Iowa Administrative Code.

In cases of bridges and/or culverts not in compliance with the aforementioned criteria, as well as projects not associated with bridges and/or culverts located within the GF General Floodplain, the following development standards shall apply and review by the Iowa Department of Natural Resources is required.

4. Within the GF General Floodplain District, any development which involves placement of structures, factory-built homes, fill or other obstructions; the storage of materials or equipment; excavation; or alteration of a watercourse may be allowed only upon issuance of a zoning permit. All such development shall be reviewed by the Iowa

Department of Natural Resources prior to Story County taking action on a zoning permit to determine:

A. Whether the land involved is either wholly or partly within the floodway or floodway fringe; and

B. The one percent annual chance flood level. The applicant shall be responsible for providing the Iowa Department of Natural Resources with sufficient technical information to make the determination.

5. Development Standards. The applicant for a Floodplain Development Permit shall provide sufficient technical information to make a determination as to whether the land involved is either partly or wholly within the Floodway and Floodway Fringe and to determine the one percent annual chance or greater flood elevation.

A. All development or portions thereof to be located in the Floodway shall meet the applicable standards of the FW Floodway, including no increase in base flood elevation.

B. All development or portions thereof to be located in the Floodway Fringe shall meet the standards of the FF Floodway Fringe.

#### 80.15 ADMINISTRATION.

The Planning and Development Director is hereby appointed to implement and administer the provisions of this chapter and is referenced herein as the Floodplain Manager. Duties and responsibilities of the Floodplain Manager shall include, but not necessarily be limited to the following:

1. Review all floodplain development permit applications to assure that the provisions of this chapter are satisfied.

2. Review floodplain development applications to assure that all necessary permits have been obtained from federal, state and local governmental agencies including approval when required from the Iowa Department of Natural Resources for floodplain construction.

3. Record and maintain records of: (i) elevation (in relation to NAVD 1988) of the lowest floor (including basement) of all new or substantially improved structures; or (ii) elevation to which new or substantially improved structures have been flood proofed.

4. Notify adjacent communities/counties and the Iowa Department of Natural Resources prior to any proposed alteration or relocation of a watercourse and submit evidence of such notifications to the Federal Emergency Management Agency.

5. Keep a record of all permits, appeals and such other transactions and correspondence pertaining to the administration of this chapter.

6. Notify the Federal Insurance Administration of any annexations or modifications to the County's boundaries.

7. Review subdivision proposals to insure such proposals are consistent with the purpose of this chapter and advise the Planning and Zoning Commission and Board of Supervisors of potential conflict.

8. Maintain the accuracy of the community's Flood Insurance Rate Maps when development results in the following. Within six (6) months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Amendment.

A. Development placed within the Floodway District results in any of the following:

(1) An increase in the Base Flood Elevations, or

(2) Alteration to the floodway boundary

B. Development placed in Zones A, AE, AH and AI-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation, or

C. Development relocates or alters the channel.

9. Perform site inspections to ensure compliance with the standards of this Chapter.

10. Forward all requests for Variance to the Board of Adjustment for consideration. Ensure all requests include the information ordinarily submitted with applications as well as any additional information deemed necessary by the Floodplain Manager to the Board of Adjustment.

#### 80.16 FLOODPLAIN DEVELOPMENT PERMIT REQUIRED.

A floodplain development permit issued by the Floodplain Manager shall be secured prior to any floodplain development as defined in Section 80.02 Definitions.

#### 80.17 APPLICATION FOR PERMIT.

Application shall be made on forms furnished by the Floodplain Manager and shall include the following:

1. Description of the work to be covered by the permit for which application is to be made.

2. Description of the land on which the proposed work is to be done (i.e., parcel identification number, lot, block, track, street address or similar description) that will readily identify and locate the work to be done.

3. Identification of the use or occupancy for which the proposed work is intended.

4. Elevation of the one percent annual chance or greater flood.
5. Elevation (in relation to NAVD 1988) of the lowest floor (including basement) of structures or of the level to which a structure is to be flood proofed.
6. For structures being improved or rebuilt, the estimated cost of improvements and market value of the structure prior to the improvements.
7. Such other information as the Floodplain Manager deems reasonably necessary (e.g., drawings or a site plan) for the purpose of this chapter. Upon completion of the work, additional information may be required to be submitted, such as a no-rise certification, elevation certificate, and/or other required engineering documents as determined by the Floodplain Manager.

#### 80.18 ACTION ON PERMIT APPLICATION.

The Floodplain Manager shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable standards of this chapter and shall approve or deny the application. For denials, the applicant shall be informed, in writing, of the specific reasons therefor. The Floodplain Manager shall not issue permits for variances except as directed by the Story County Board of Adjustment in accordance with Section 80.23.

#### 80.19 CONSTRUCTION AND DEVELOPMENT TO BE AS PROVIDED IN APPLICATION AND PLANS.

Floodplain development permits issued on the basis of approved plans and applications authorize only the development, arrangement, and construction set forth in such approved plans and applications and no other development, arrangement or construction. Any development, arrangement, or construction differing from what is authorized shall be deemed a violation of this chapter. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the State of Iowa, that the finished fill, structure floor elevations, flood proofing, or other flood protection measures were accomplished in compliance with the provisions of this chapter, prior to the use or occupancy of any structure. Such certifications shall be on FEMA forms.

#### 80.20 APPOINTMENT AND DUTIES OF BOARD OF ADJUSTMENT.

A Board of Adjustment is hereby established, which shall hear and decide: (i) applications for conditional uses upon which the Board of Adjustment is authorized to

approve under the Story County Land Development Regulations; (ii) appeals; and (iii) requests for variances to the provisions of this chapter, and shall take any other action required of the Board of Adjustment.

#### 80.21 CONDITIONAL USES.

Requests for conditional uses shall be processed in accordance with the requirements set forth in Chapter 90 of the Story County Land Development Regulations. Such requests shall include information ordinarily submitted with applications as well as any additional information deemed necessary to the Board of Adjustment and a statement of compliance with the adopted floodplain regulations as set forth herein, as provided by the Floodplain Manager.

#### 80.22 APPEALS.

Where it is alleged there is any error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this chapter, the aggrieved party may appeal such action. The notice of appeal shall be filed with the Board of Adjustment and with the official from whom the appeal is taken and shall set forth the specific reason for the appeal. The official from whom the appeal is taken shall transmit to the Board of Adjustment all the documents constituting the record upon which the action appealed from was taken.

#### 80.23 VARIANCES.

The Board of Adjustment may authorize upon request in specific cases such variances from the terms of this chapter which will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter will result in unnecessary hardship. All variances granted shall have the concurrence or approval of the Iowa Department of Natural Resources. Variances granted must meet the following applicable standards.

1. Variances shall only be granted upon: (i) a showing of good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and (iii) a determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local codes or ordinances.

2. Variances shall not be issued within any designated floodway if any increase in flood levels during the one percent annual chance or greater flood would result. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

3. Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

4. In cases where the variance involves a lower level of flood protection for structures than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the Floodplain Manager that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage; and (ii) such construction increases risks to life and property.

#### 80.24 HEARINGS AND DECISIONS OF THE BOARD OF ADJUSTMENT.

1. Hearings. Upon the filing with the Board of Adjustment of an appeal, an application for a conditional use or a request for a variance, the Board shall hold a public hearing. The Board shall fix a reasonable time for the hearing and give public notice thereof, as well as due notice to parties in interest. At the hearing, any party may appear in person or by agent or attorney and present written or oral evidence. The Board may require the appellant or applicant to provide such information as is reasonably deemed necessary and may request the technical assistance and/or evaluation of a professional engineer or other expert person or agency, including the Iowa Department of Natural Resources.

2. Decisions. The Board shall arrive at a decision on an appeal, conditional use or variance within a reasonable time. In passing upon an appeal, the Board may, so long as such action is in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall make its decision, in writing, setting forth the findings of fact and the reasons for its decision. In granting a conditional use or variance, the Board shall consider such factors as contained in this section and all other relevant sections of this chapter and may prescribe such conditions as contained herein.

#### 80.25 FACTORS UPON WHICH THE DECISION TO GRANT VARIANCES SHALL BE BASED.

In passing upon applications for variances, the Board shall consider all relevant factors specified in other sections of this chapter and:

1. The danger to life and property due to increased flood heights or velocities caused by encroachments.
2. The danger that materials may be swept on to other land or downstream to the injury of others.
3. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
4. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
5. The importance of the services provided by the proposed facility to the County.
6. The requirements of the facility for a floodplain location.
7. The availability of alternative locations not subject to flooding for the proposed development.
8. The compatibility of the proposed development with existing development and development anticipated in the foreseeable future.
9. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area.
10. The safety of access to the property in times of flood for ordinary and emergency vehicles.
11. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwater expected at the site.
12. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities (sewer, gas, electrical and water systems), facilities, streets and bridges.
13. Such other factors which are relevant to the purpose of this chapter.

#### 80.26 CONDITIONS ATTACHED TO VARIANCES.

Upon consideration of the factors listed above, the Board of Adjustment may attach conditions to the granting of variances as it deems necessary to further the purpose of this chapter. Such conditions may include, but not necessarily be limited to:

1. Modification of waste disposal and water supply facilities.
2. Limitation of periods of use and operation.
3. Imposition of operational controls, sureties, and deed restrictions.

4. Requirements for construction of channel modifications, dikes, levees, and other protective measures, provided such are approved by the Iowa Department of Natural Resources and are deemed the only practical alternative to achieving the purpose of this chapter.

5. Flood proofing measures. Flood proofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The Board of Adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the flood proofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.

#### 80.27 APPEALS TO THE COURT.

Any person or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within 30 days after the filing of the decision in the office of the Board.

#### 80.28 NONCONFORMING USES.

A structure or the use of a structure or premises which was lawful before the passage or amendment of this chapter, but which is not in conformity with the provisions of this chapter, may be continued subject to the following conditions:

1. If such use is discontinued for six consecutive months, any future use of the structure or land shall conform to this chapter.
2. Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.
3. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50 percent of the market value of the structure before the damage occurred, unless it is reconstructed in conformity with the provisions of this chapter.

Except as provided in subsection 2 of this section, any use which has been permitted as a conditional use or variance shall be considered a conforming use.

#### 80.29 PENALTIES FOR VIOLATION.

Violations of the provisions of this chapter or failure to comply with any of the requirements (including violations of conditions and safeguards established in connection with the approval of permits, conditional uses, or variances) shall be enforced in accordance with Chapter 3 of this Code of Ordinances. Nothing herein contained shall prevent Story County from taking such other lawful action as is necessary to prevent or remedy a violation.

**80.30 AMENDMENTS.** The regulations and standards set forth in this chapter may from time to time be amended, supplemented, changed, or repealed. No amendment, supplement, change, or modification shall be undertaken without prior approval of the Iowa Department of Natural Resources.

**80.31 ADMINISTRATIVE PROCEDURES FOR FLOODPLAIN MANAGEMENT AND REGULATION.**

Story County implements the floodplain management responsibilities of this chapter through the Administrative Procedures for Floodplain Management and Regulation that outline the requirements and regulations that will be applied to any development within the floodplain. The Administrative Procedures for Floodplain Management and Regulation contain the following:

1. Statement of Intent
2. Applicable Regulations
3. Floodplain Manager
4. Floodplain Permits
5. Enforcement
6. Variances and Appeals Process
7. Records
8. Fees
9. Maintenance and Updates to Administrative Forms
10. Map Appeals and Revisions
11. Maintenance of Floodplain Maps and Flood Data
12. Post Flood Standard Operating Procedures

The Administrative Procedures for Floodplain Management and Regulation are adopted by the Story County Board of Supervisors by resolution and are reviewed on a biennial basis and amended as required.

(Ch. 80 - Ord. 291 – Jan. 21 Supp.)



# STORY COUNTY Facilities Management

**JOBY BROGDEN**  
Director  
515.382.7401

**JON EICKHOLT**  
Assistant  
515.382.7402

Story County Administration  
900 6<sup>th</sup> St.  
Nevada, Iowa 50201  
515.382.7404 FAX

**APPROVED**

**DENIED**

Board Member Initials:    

Meeting Date:    

Follow-up action:    

DATE: April 30, 2021

TO: Board of Supervisors

From: Joby J. Brogden *JB*

RE: Water Damage at Story County Human Services Center

Facilities Management Department would like to request approval to complete water damage repairs at the Human Services Center facility in Ames.

The cause of the water damage was a faulty sprinkler head on the second floor of the facility, located in the Multipurpose Room area. The sprinkler head started leaking sometime over the weekend and was discovered early morning on 2/8/2021. The leak was substantial enough to leak water and cause damage on all three levels.

The area with the largest amount of water and damage was the top floor, this affected the Fines Recovery, Multipurpose Room, Conference Room East, and the few adjacent small rooms in the area.

Majority of the damage is total loss of the carpeting in the above listed areas and ceiling tile damage on Main Level and Lower Level.

All water extraction, cleaning, deodorizing, contents moving was performed and completed by Facilities Management staff. Drywall repairs are complete.

Items remaining that need repaired/replaced are (highlighted in attached report);  
Full carpet replacement in Fines Recovery, Multipurpose Room, Conference Room East, and adjacent smaller rooms, for the estimated cost of \$20,483.52.  
Ceiling tile replacement on Main Level and Lower level, estimated cost of \$1376.4.  
Wall cabinet replacement in Community Services, estimate cost of \$1,390.18.  
Paint for wall repairs and misc. painting supplies, estimated cost of \$250.  
Request would be for these items to be paid for out of the insurance reserve.

Total request for the repair costs would be approximately **\$23,500.**

## Iowa Property Adjusting, LLC

---

33163 Jerry Trail  
Waukee, IA 50263  
IaPropAdj@gmail.com

Insured: Story County  
Property: 126 S. Kellogg St.  
Ames, IA 50201

Claim Rep.: Kevin P. Johnson  
Business: 33163 Jerry Trail  
Waukee, IA 50263

Business: (515) 868-8425  
E-mail: IaPropAdj@gmail.com

Estimator: Kevin P. Johnson  
Business: 33163 Jerry Trail  
Waukee, IA 50263

Business: (515) 868-8425  
E-mail: IaPropAdj@gmail.com

**Claim Number:** ICP055816A1

**Policy Number:** CERT #432

**Type of Loss:** Water Damage

Date Contacted: 2/10/2021 12:00 AM

Date of Loss: 2/8/2021 12:00 AM

Date Inspected: 2/10/2021 12:00 AM

Date Received: 2/10/2021 12:00 AM

Date Entered: 2/22/2021 10:41 AM

Price List: IADM8X\_FEB21  
Restoration/Service/Remodel  
Estimate: 26453-1

**Iowa Property Adjusting, LLC**

33163 Jerry Trail  
Waukee, IA 50263  
IaPropAdj@gmail.com

**26453-1**

**Basement**

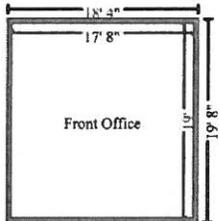


**Conference Room**

**Height: 9'**

531.00 SF Walls	217.50 SF Ceiling
748.50 SF Walls & Ceiling	217.50 SF Floor
24.17 SY Flooring	59.00 LF Floor Perimeter
59.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
33. Suspended ceiling tile - Premium grade - 2' x 2'	16.00 SF	4.44	0.00	71.04	(0.00)	71.04
36. Clean and deodorize carpet	217.50 SF	0.44	0.00	95.70	(0.00)	95.70
<b>Totals: Conference Room</b>			<b>0.00</b>	<b>166.74</b>	<b>0.00</b>	<b>166.74</b>

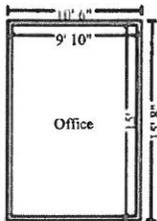


**Front Office**

**Height: 9'**

660.00 SF Walls	335.67 SF Ceiling
995.67 SF Walls & Ceiling	335.67 SF Floor
37.30 SY Flooring	73.33 LF Floor Perimeter
73.33 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
38. Suspended ceiling tile - Premium grade - 2' x 2'	12.00 SF	4.44	0.00	53.28	(0.00)	53.28
42. Cabinetry - upper (wall) units - Premium grade	5.50 LF	252.76	0.00	1,390.18	(0.00)	1,390.18
39. Clean and deodorize carpet	335.67 SF	0.44	0.00	147.69	(0.00)	147.69
<b>Totals: Front Office</b>			<b>0.00</b>	<b>1,591.15</b>	<b>0.00</b>	<b>1,591.15</b>



**Office**

**Height: 9'**

447.00 SF Walls	147.50 SF Ceiling
594.50 SF Walls & Ceiling	147.50 SF Floor
16.39 SY Flooring	49.67 LF Floor Perimeter
49.67 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
40. Suspended ceiling tile - Premium grade - 2' x 2'	2.00 SF	4.44	0.00	8.88	(0.00)	8.88

Iowa Property Adjusting, LLC

33163 Jerry Trail  
 Waukee, IA 50263  
 IaPropAdj@gmail.com

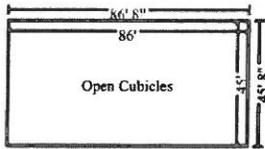
CONTINUED - Office

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
41. Clean and deodorize carpet	147.50 SF	0.44	0.00	64.90	(0.00)	64.90
<b>Totals: Office</b>			<b>0.00</b>	<b>73.78</b>	<b>0.00</b>	<b>73.78</b>
<b>Total: Basement</b>			<b>0.00</b>	<b>1,831.67</b>	<b>0.00</b>	<b>1,831.67</b>

First Floor

Open Cubicles

Height: 9'



2358.00 SF Walls	3870.00 SF Ceiling
6228.00 SF Walls & Ceiling	3870.00 SF Floor
430.00 SY Flooring	262.00 LF Floor Perimeter
262.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
49. Suspended ceiling tile - Premium grade - 2' x 2'	280.00 SF	4.44	0.00	1,243.20	(0.00)	1,243.20
50. Clean and deodorize carpet	3,870.00 SF	0.44	0.00	1,702.80	(0.00)	1,702.80
<b>Totals: Open Cubicles</b>			<b>0.00</b>	<b>2,946.00</b>	<b>0.00</b>	<b>2,946.00</b>

<b>Total: First Floor</b>			<b>0.00</b>	<b>2,946.00</b>	<b>0.00</b>	<b>2,946.00</b>
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General

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
60. Water Extraction & Remediation Technician - per hour	76.00 HR	47.35	0.00	3,598.60	(0.00)	3,598.60
62. Water Extraction & Remediation - Equipment*	1.00 EA	2,000.00	0.00	2,000.00	(0.00)	2,000.00
63. Carpet/Vinyl Base - Carpet One*	1.00 EA	20,483.52	0.00	20,483.52	(0.00)	20,483.52
52. Drywall Repair - contractor*	1.00 EA	412.50	0.00	412.50	(0.00)	412.50
55. Painting - Material*	1.00 EA	250.00	0.00	250.00	(0.00)	250.00
56. Painter - per hour	16.00 HR	65.40	0.00	1,046.40	(0.00)	1,046.40
57. Content Manipulation charge - per hour	80.00 HR	37.31	0.00	2,984.80	(0.00)	2,984.80
59. Single axle dump truck - per load - including dump fees	1.00 EA	298.71	0.00	298.71	(0.00)	298.71

**Iowa Property Adjusting, LLC**

33163 Jerry Trail  
 Waukee, IA 50263  
 IaPropAdj@gmail.com

**CONTINUED - General**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
<b>Totals: General</b>			<b>0.00</b>	<b>31,074.53</b>	<b>0.00</b>	<b>31,074.53</b>
<b>Line Item Totals: 26453-1</b>			<b>0.00</b>	<b>35,852.20</b>	<b>0.00</b>	<b>35,852.20</b>

**Grand Total Areas:**

11,763.00 SF Walls	7,632.44 SF Ceiling	19,395.44 SF Walls and Ceiling
7,632.44 SF Floor	848.05 SY Flooring	1,307.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	1,307.00 LF Ceil. Perimeter
7,632.44 Floor Area	7,974.22 Total Area	11,763.00 Interior Wall Area
7,343.33 Exterior Wall Area	734.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

**Iowa Property Adjusting, LLC**

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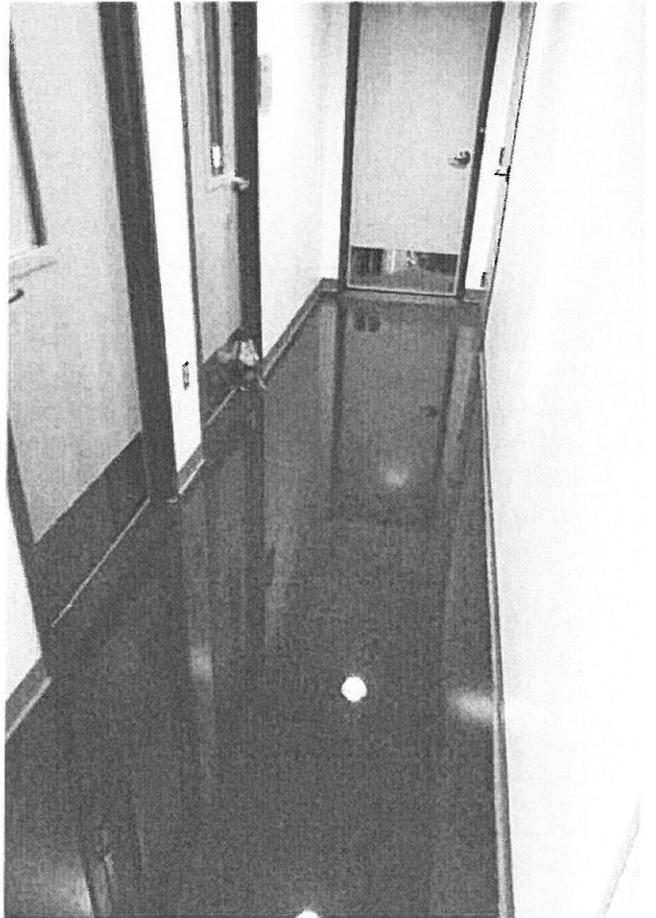
33163 Jerry Trail  
Waukee, IA 50263  
IaPropAdj@gmail.com

**Summary for Building**

Line Item Total		35,852.20
<b>Replacement Cost Value</b>		<b>\$35,852.20</b>
Less Deductible	[Full Deductible = 50,000.00]	(35,852.20)
<b>Net Claim</b>		<b>\$0.00</b>

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Kevin P. Johnson



**Iowa Department of Transportation  
Agreement for a  
Revitalize Iowa's Sound Economy Program (RISE) Project**

RECIPIENT: Story County

PROJECT NO: RC-C085(163)--9A-85

IOWA DOT AGREEMENT NO.: 2021-R-009

This is an agreement between Story County (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the DOT). The Recipient submitted an application to the DOT for funding through the Revitalize Iowa's Sound Economy (RISE) fund under Iowa Code Chapter 315, and the application was approved by Transportation Commission Order No. PPM-2021-76 on April 13, 2021.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules the DOT agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the paving of approximately 5,238 feet of 220th Street located west of Nevada.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead organization for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be Jennifer Kolacia, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1738, email Jennifer.Kolacia@iowadot.us. The Recipient's contact person shall be Darren Moon, Story County Engineer, Story County, 837 N Avenue, Nevada, IA 50201, dmoon@storycountyiowa.gov, 515-382-7359.
3. The Recipient shall be responsible for the development and completion of the following described project:

Paving of approximately 5,238 feet of 220th Street located west of Nevada. provide improved access to 103 acres for industrial purposes. The associated economic development is the majority of the designated development area (103 acres in total and shown on Exhibit A) will be developed with RISE eligible land uses.

See Exhibit A.

4. Eligible project costs for the project described in Section 3 of this agreement, listed above, date of project approval (funding commitment) by the Transportation Commission shall be paid as follows:

County RISE Funds: \$843,750

Story County Local Contribution: \$843,750

Project Total: \$1,687,500

5. The local contribution stated above may include cash or non-cash contributions to the project. The Recipient shall certify to the DOT the value of any non-cash contribution to the project prior to it being incurred. For right of way contributions, the recipient shall submit an appraisal from a qualified independent appraiser. The DOT reserves the right to review the Recipient's certificate of value and has sole authority to determine the value of the Recipient's non-cash contribution for the purposes of this agreement. If, as a result of the DOT's determination, the Recipient's total cash and non-cash contribution is below that stated in the terms of this agreement, the Recipient shall increase its cash contribution in order to complete the Recipient's local contribution, or the grant and/or loan amount associated with this project shall be reduced accordingly.
6. The portion of total project costs paid by RISE grant shall not exceed the amount stated above \$843,750 or 50 percent of the total cost of the eligible items, whichever is the smaller amount. Any cost overruns shall be paid solely by the applicant.
7. Project activities or costs eligible for funding include only those items set out in Exhibit B which is attached hereto and by this reference incorporated into this agreement, and which are necessary to complete the project as described in Section 3.
8. Activities or costs ineligible for funding include but are not limited to those items set out in Exhibit C which is attached hereto and by this reference incorporated into this agreement.
9. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the DOT shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice.
10. The DOT reserves the right to delay reimbursement of funds to the Recipient if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the DOT shall so notify the Recipient in writing and shall give the Recipient an estimate of when reimbursement might be expected. The DOT shall establish a system to equitably make reimbursements to all Recipients so affected.
11. The attached project implementation schedule, Exhibit D, shall be used unless the Recipient submits to the DOT, no later than 30 days subsequent to the Recipient's signature date on this agreement, a revised implementation schedule.

12. The Recipient must have let the contract or construction started within three years of the date this project is approved by DOT. If the Recipient does not do this, they will be in default for which the DOT can revoke funding commitments. This agreement may be extended for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.
13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
14. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
16. This agreement is not assignable without the prior written consent of the DOT.
17. If the project described in Section 3 of this agreement crosses a DOT primary road, then:
  - A. The Recipient shall convey title to the State of Iowa, by quit claim deed, to any right of way necessary for the primary road crossing, all at no cost to the DOT. However, the DOT shall prepare detailed legal descriptions and plats. The general configuration of the right of way to be conveyed shall be agreed to by the Recipient and the DOT prior to the survey.
  - B. The Recipient shall submit six copies of plans for all primary road system crossings to the DOT contact person for review and approval by the District Offices for necessary permits, Road Design and Maintenance Bureau with regard to crossing design and location, signing, fencing, safety, maintenance, compliance with access control policy, etc. Said approval shall be obtained before the Recipient proceeds with the construction of any primary road system crossing.
  - C. The use of primary highway right of way for this projects' purpose shall be subject to any rights enjoyed by any existing utility lines presently within the right of way. If excavation of a utility line over which this project has been placed is necessary for any reason, the utility shall be responsible for proper backfilling of said excavation to ground level. The Recipient shall be responsible for any necessary resurfacing or restoration.
  - D. The use of primary highway right of way for this projects' purposes shall be subject to any future plans for reconstruction, improvement, maintenance, and/or relocation of the highway by the DOT. Any relocation of this project necessary because of said plans shall be at the expense of the Recipient, all at no cost to the DOT.
18. The Recipient shall acquire the project right of way, whether by lease, easement or fee title and shall provide relocation assistance benefits and payments in accordance with the

procedures set forth in the DOT's Right of Way manual. The Recipient shall contact the DOT for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds in the right of way purchase are involved. The Recipient will need to get environmental concurrence before acquiring any needed right of way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal-aid participation for right of way acquisition, the Recipient will need to get environmental concurrence and Federal Highway Administration (FHWA) authorization before purchasing any needed right of way.

19. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highways Right of Way and the Policy for Accommodating Utilities on Primary Road system when on the DOT's right of way. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal-aid reimbursement in accordance with the FHWA rules applicable to the type of utility involved and Iowa Code Chapter 306A.
20. The Recipient shall be responsible for obtaining any permits, such as the Right to Occupy and/or Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to the start of construction.

The Recipient shall complete all known required environmental permits before the project is advertised for letting. In addition, the Recipient shall fully comply with all applicable environmental requirements before funds are reimbursed or credited.

The approval of the project application for funding nor the signing of this agreement nor the concurrence to advertise shall be construed as approval of any required permit from DOT.

21. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
22. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC Chapter 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
23. The project plans, specifications and cost estimate shall be prepared and certified by a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other agreement documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient. However, the plans, specifications and other agreement documents for each division must be submitted at least thirty (30) days prior to the project advertising of each division. Project cannot be advertised until DOT concurrence has been acquired. The DOT shall review said

submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project letting. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.

24. The Recipient shall be responsible for the daily inspection of the project. For projects let to contract, the Recipient shall compile a daily log of materials and quantities. For projects constructed with local forces, the Recipient shall compile a daily log of materials, equipment and labor on the project. The DOT reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
25. The Recipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The Recipient shall also make such materials available at all reasonable times during the construction period and for three years from the date of final reimbursement, for inspection by the DOT, FHWA, or any authorized representatives of the Federal government. Copies of said materials shall be furnished by the Recipient if requested.
26. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
27. The DOT shall reimburse the Recipient for properly documented and certified claims for eligible project activity costs less a retainage of not more than five percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the DOT determines the Recipient is overpaid, the Recipient shall reimburse the overpaid amount to the DOT.
28. Upon completion of the project described in this agreement, a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement.

In addition, prior to final reimbursement for the project the Recipient shall furnish a set of "as-built" plans of the project to the DOT.

Final reimbursement of funds, including retainage, shall be made only after the DOT accepts the project as complete.

29. If, in the opinion of the Recipient, the specific provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, prove to be burdensome to the Recipient or otherwise not in the public interest, and if the Recipient decides that the provisions of this agreement can be otherwise complied with without endangering public

safety, the Recipient may request that said provisions be waived on all or specific parts of the project identified by the Recipient. Such request shall be made in writing to the DOT's contact person who shall, after consultation with other DOT staff, as necessary, make the final determination concerning said waiver. If said waiver is granted, all provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall be performed by the Recipient's contact person or designee.

30. The Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews and funding participation.
31. This agreement may be declared to be in default by the DOT if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the DOT determines that the project is not developed as described in the application.
32. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or a notice of continued default.
33. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of funds loaned or granted by this agreement. By signing this agreement, the Recipient agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the DOT Commission and may include cash repayment, installment repayments with negotiable interest rates, charges against the Recipient's share of road use tax funds, or other methods as approved by the Commission.
34. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this section for arbitration.
35. The Recipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the DOT. Failure to comply with this provision may be considered a default of this agreement.

36. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
37. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit E which is attached hereto and by this reference incorporated into this agreement.
38. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules. For portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the Recipient shall provide the DOT file copies of project letting documents within five (5) working days after the letting. The Recipient must wait for DOT concurrence before making the final award.
39. The Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
40. Local Development: The Recipient shall notify the DOT's contact person within 30 days of the date the RISE project was constructed and open to traffic. The Recipient shall certify to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic any associated economic development which has resulted from the project, including infrastructure improvements, capital investment, and/or job creation. This certification by the Recipient is subject to review by the DOT.

Land: The Recipient shall also provide certification documentation to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic that the majority of the area that was developed is RISE eligible. The Recipient will certify that the developed area has been maintained as a RISE eligible development and that the said development meets RISE eligibility requirements. This certification by the Recipient is subject to audit by the DOT and the DOT has sole authority to determine whether the associated economic development has been accomplished. If the majority of the developed area is not RISE eligible then the Recipient shall pay back an amount determined by the DOT up to the full repayment of the RISE award.

The DOT shall monitor the progress of the associated economic development following the construction of the RISE project. Failure to certify the associated economic development shall be considered a default under this agreement.

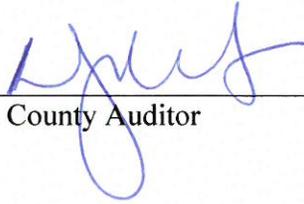
41. This agreement as set forth in sections 1 through 41 herein, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this

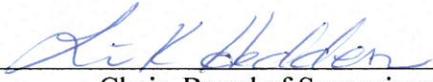
project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2021-R-009 as of the date shown opposite its signature below.

RECIPIENT: Story County

This agreement was approved by official action of the Story County Board of Supervisors in official session on the 11<sup>th</sup> day of May, 2021.

  
\_\_\_\_\_  
County Auditor

  
\_\_\_\_\_  
Chair, Board of Supervisors

Recommended for approval by:

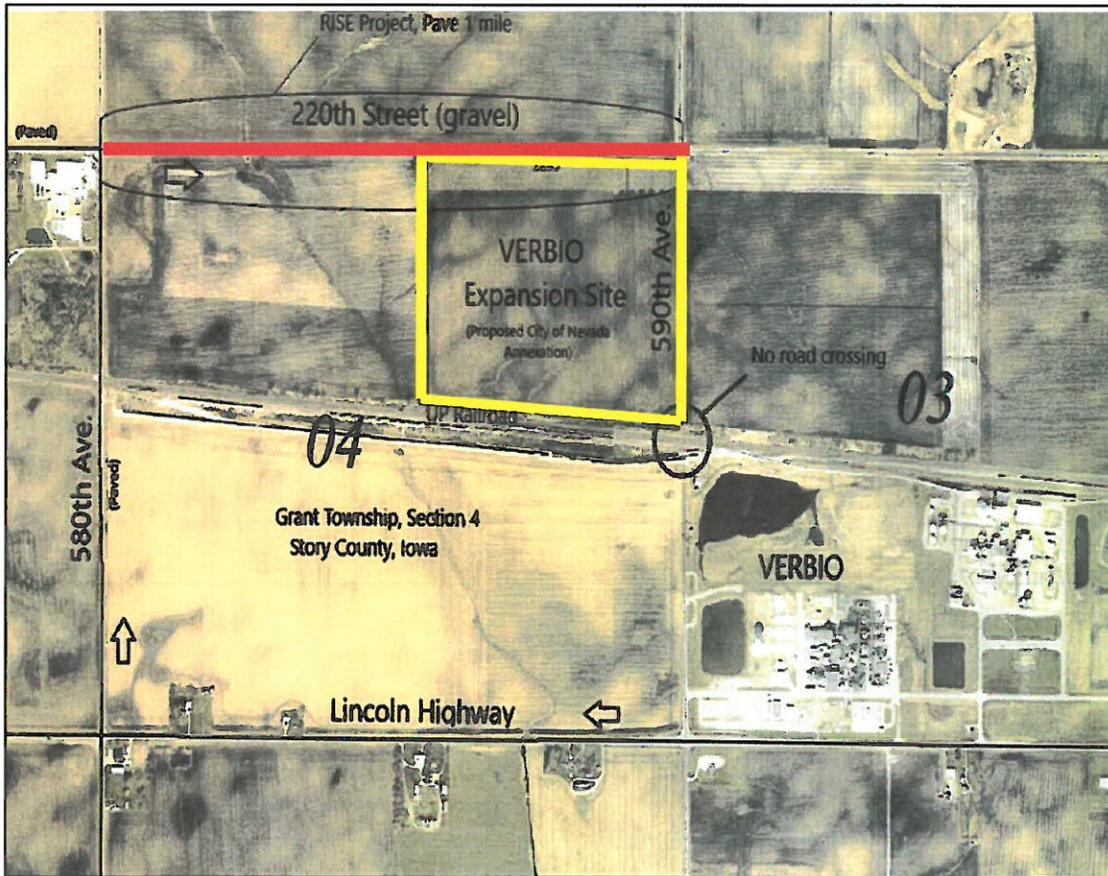
 5-5-21  
\_\_\_\_\_  
Darren R. Moon, P.E.                      Date

IOWA DEPARTMENT OF TRANSPORTATION  
Planning, Programming and Modal Division  
800 Lincoln Way, Ames, Iowa 50010

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_  
Craig Markley  
Director  
Systems Planning Bureau

# Exhibit A

Project Site Map:



# STORY COUNTY FAÇADE IMPROVEMENT GRANT PROGRAM APPLICATION FORM

**APPROVED**  
 Grant Member Initials: SM  
 Meeting Date: 5-11-21  
 Follow-up action: \_\_\_\_\_



## PROJECT INFORMATION

PROJECT ADDRESS 213 + 219 MAIN ST. COLLINS, IA. PROPERTY OWNER CITY OF COLLINS  
 BUSINESS OWNER (IF DIFFERENT FROM PROPERTY OWNER) \_\_\_\_\_ NAME OF BUSINESS \_\_\_\_\_  
*PROPERTIES ARE ADJOINED.*

## CONTACT INFORMATION

APPLICANT (CITY CONTACT PERSON) BRETT COMEGYS (MAYOR) CONTACT ADDRESS 212 MAIN STREET COLLINS, IA 50055  
 PHONE 515-681-3999 E-MAIL BRETT.M.COMEGYS@GMAIL.COM

AMOUNT REQUESTED: \$1,824<sup>00</sup> MATCHING AMOUNT \$7,296<sup>00</sup>

### APPLICATION ATTACHMENT CHECKLIST

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

### PLEASE READ

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

SIGNATURE OF PROPERTY/BUSINESS OWNER: NA - CITY PROPERTY DATE \_\_\_\_\_

SIGNATURE OF APPLICANT: Brett Comegys - Mayor of Collins DATE 4-29-21  
 Name and Title (Chief Elected Official)

**SUBMIT COMPLETED APPLICATION TO:**  
 Story County – County Outreach and Special Projects Manager  
 900 6<sup>th</sup> Street - Nevada, Iowa 50201  
 or email to: lharter@storycountyiowa.gov

# Terms of Agreement

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

## Acknowledgement of Terms of Agreement

SIGNATURE OF APPLICANT:

 - Mayor of Carr  
Name and Title (Chief Elected Official) CARR

DATE 4-29-21

## **FACADE GRANT REQUEST - 2021 - City of Collins**

In an effort to upgrade Main Street, the City Collins is continuing the development of its community center complex. Recently, we've removed dilapidated buildings, built an amphitheater, updated our community center interior, and are currently in the process of constructing an addition for our new Historical Center.

These improvements are part of a larger effort to transform our town's commercial district, expand our capacity for community gatherings, support local businesses, and spark new investment in our City. They are also intended to promote Collins traditions as well as contribute to the Heart of Iowa Trail by creating an appealing destination for travelers and visitors.

- **Murals** - We have already begun purchasing and installing murals along Main Street. These unique artifacts are a window to Iowa and Story County History. In adding these, our intent is to contribute to a destination location for people traveling along the Heart of Iowa... as well as to create a point of interest/pride for our community.
- **Paint/Labor** - The South side of our existing community center is in serious need of paint. This is not only a cosmetic issue, but a necessary step in protecting the metal siding.
- **Landscaping** - Our landscaping has not kept up with our improvements. With a new amphitheater, murals, walkways, flag pole, and other changes... our landscaping has not kept up. These upgrades will enhance the curb appeal, allow for easier maintenance, and make the location more inviting.
- **Walkway** - With the new addition to our community center, we needed to add an exterior, handicap accessible entrance. A concrete walkway is necessary to make the door usable. The space will be accessible from the inside, but having a separate way in and out will allow us to compartmentalize the space and potentially host multiple events at one time, as opposed to having those events compete for the space. Doing so not only increases our capacity, but it also allows us to serve more people at once.

### **BUDGET/EXPENSE**

Landscaping - \$3,500 (Estimate from Beeler Lawn and Landscape, Collins, IA)

Paint/Labor - \$720 (Estimate from Kimberly Painting, Collins, IA )

Concrete Walkway - \$2,900 (Estimate from JKT Concrete, Maxwell, IA)

Additional Murals - \$2,000 (Estimate from Coinco Design and Production, Clive, IA)

Total Cost of Improvement - \$ 9,120

**Requested Dollar Amount (20%) - \$1,824**

### **ADDITIONAL FUNDING SOURCES**

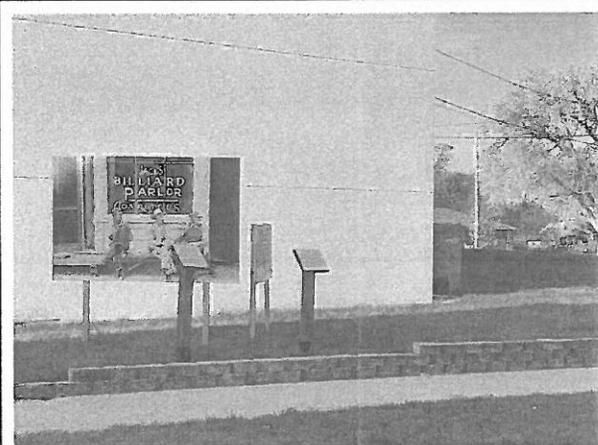
Albert and Vera Clement Grant - \$4,700 (secured)

The remaining \$2,596 will be covered by local donations and City contribution (L.O.S.T Fund) (secured)

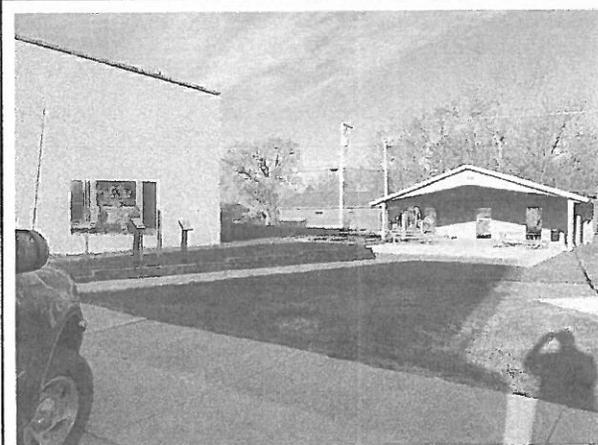


Already a substantial investment to our Main Street, the new Collins Community Center Annex will provide overflow seating for events, a way to host multiple events at the same time, and a place for our local Historical and Cultural Society to set up displays. This site will also serve as a point of interest that we hope will pull in additional foot traffic to our commercial district, as well as create a point of pride for our town.

*(This is view of the back of the site)*



This is the start of our mural walk. Our intention is to arrange a multitude of these images throughout the area to help create a point of interest for both locals and visitors. Mural content is based upon local history and our ties to the world around us. Some of the item selections include highlighting our ties to Merle D. Hay (WW1), a state baseball championship team from 1924, connections to our town's military service, traditions with the railroad, and much more.



The City has already completed some landscaping work, as well as begun the purchase of some murals. Additional murals will continue along the retaining wall and be added in other spaces in the area... creating a walk around for people.

Along the pathway of murals, there will be landscaped river rock to assist in better maintenance of the area and more cosmetic appeal.

*(Our amphitheater, which is pictured on the right, is the product of tearing down a dilapidated building and replacing it with a new amenity for our community. This is additional evidence of the hard work we have done to transform our town into a vibrant and inviting place for investment.)*



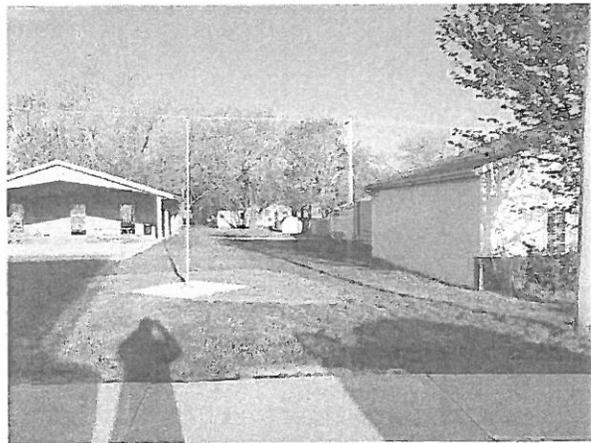
The original community center (which started as our local American Legion post) is both dramatically faded and exposed to the elements. We are contracting Kimberly Painting to update the look and make sure that the facility is properly maintained for longevity.



This is another look at the same portion of the building as above. You can also see that the area is in need of grass seed and additional enhancements to give it the curb appeal of a community that is viable and growing.



To the right of this picture, you can see the new entryway to our CACC addition. (It will also have interior access, as well.) As part of our facade improvement, we are going to add a concrete walkway to the entry. When complete, the addition will be handicap accessible.



Taking another view of the overall area, it is evident that the space is in dire need of seeding, landscape improvements, and other enhancements to create the kind of curb appeal that is necessary to promote a vibrant commercial district. Considering that this complex is the centerpiece of our community, we believe it's vital to dedicate the resources necessary to help transform it.



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**TO:** Story County Board of Supervisors  
**FROM:** Leanne Lawrie Harter, AICP, CFM  
**RE:** Discussion of Prioritization of Potential Tax Increment Financing (TIF) Revenues  
**DATE:** May 6, 2021

In March, the Board of Supervisors revised the adopted *Story County, Iowa Economic Development Process and Policies* to address ways in which potential prioritization of Tax Increment Financing (TIF) revenues are outlined. The revision states:

**The Board of Supervisors shall prioritize its potential tax increment financing (TIF) revenues using the following criteria as applicable:**

- **To fund eligible projects approved in the County's Capital Improvements Plan (CIP) which would otherwise be funded by General Fund dollars**
- **To fund eligible County projects in lieu of increasing general obligation debt**
- **To fund eligible County projects that meet the goals of the Strategic Plan**
- **To assist other taxing entities in the Urban Renewal Area with community improvement projects using the guidelines in this document.**

The process through which entities submit project requests for economic development funding through the Urban Renewal Area Program is currently underway with applications due at the end of May. As such, later this summer, the BOS will be reviewing received applications. From a timing standpoint, staff is bringing the discussion of prioritization forward now so that potential available amounts for that program may be developed and shared with potential applicants.

Lisa Markley will share the potential revenues available. I will be present to review projects from the adopted Capital Improvements Plan and address questions related to the policies.



Information for the 4/27/21 Board meeting

		Projected	Current Bonded	<i>Internal</i>	<i>Estimated</i>
		TIF Revenue	Debt Due	New debt	Remaining TIF
					Balance for use
FY21	<i>e</i>	902,929	825,136	0	84,671
FY22	<i>e</i>	902,929	832,532	43,809	26,588
FY23	<i>e</i>	891,380	464,942		426,438
FY24	<i>e</i>	891,380	464,524		426,856
FY25	<i>e</i>	891,380	463,975		427,405
FY26	<i>e</i>	891,380	462,363		429,017
FY27	<i>e</i>	891,380	290,149		601,231
FY28	<i>e</i>	891,380	118,311		773,069