

The Board of Supervisors met on 7/6/21 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Latifah Faisal, and Linda Murken, with Heddens presiding. (all audio of meetings available at storycountyiowa.gov). **SPECIAL NOTE TO THE PUBLIC:** this meeting is also being offered via Zoom.

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

**2021 INSURANCE REVIEW:** Steve Goodhue, Knapp Tedesco Insurance, reported on trends, workers compensation claims, and incurred losses. He provided statewide comparisons. Goodhue reported on claims for property, liability, and vehicles, and provided a summary of coverage.

**FRIENDSHIP ARK HOMES ANNUAL REPORT:** Jennifer Ellis, Executive Director, reported on mission, service statistics, challenges, programs, upcoming events, and fundraising.

**MINUTES:** 6/29/21 Minutes – Faisal moved, Murken seconded the approval of the 6/22/21 minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** Heddens added a new hire in Secondary Roads for Mark Handsaker effective 7/12/21 @ \$20.23/hr. 1 )new hire, effective 7/12/21, in a) Sheriff's Office for Michael Casper @ \$1,836.00/bw; 2) pay adjustment (pay resolution correction), effective 6/20/21, in a) Facilities Management for Joby Brogden @ \$3,230.08/bw. Murken moved, Faisal seconded the approval of Personnel Actions as listed and amended. Roll call vote. (MCU)

**CLAIMS:** 7/8/21 Claims of \$1,055,294.64 (run date 7/2/21, 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 (\$1,475.53), BooSt School Ready (\$24,119.00), BooSt Early Childhood (\$3,496.00), Emergency Management (\$162.86), E911 surcharge (\$5,092.64), County Assessor (\$1,518.84), Ames City Assessor (\$46,711.20), and Central Iowa Community Services (\$1,302,105.24). Faisal moved, Murken seconded the approval of Claims as present. Roll call vote. (MCU)

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

1. Annual Appointment of Veterans' Affairs Executive Director pursuant to *Code of Iowa* §35B.6, effective 7/1/21-6/30/22, of Brett Mclain
2. FY22 Provider and Program Participation Agreement with Lutheran Services in Iowa, effective 7/1/21-6/30/22: Crisis Child Care (not to exceed \$3,000.00) \$822.52/contact
3. Professional Consultant Services Agreement between Story County and Amy Fritz for Medical Examiner Investigation/On-Call at the rate of \$250.00 per investigation plus mileage, effective 7/6/21-12/31/21
4. Professional Consultant Services Agreement between Story County and Mindy Royster for Medical Examiner Investigation/On-Call at the rate of \$250.00 per investigation plus mileage, effective 7/6/21-12/31/21
5. Renewal Class B Beer Permit for Raspberry Hill Management Co., 5500 240<sup>th</sup> Street, Ames, Iowa, effective 6/29/21-6/28/22, including Class C Native Wine Permit, Sunday sales, and outdoor service
6. Renewal Support Agreement between Story County and Solutions, Inc. for licensed support of programs, effective 7/1/21-6/30/22
7. Maintenance Agreement between Story County and Copy Systems for the letter opener, effective 8/4/21-8/3/22, for \$395.00
8. Resolution #22-01, Un-Commitment of Fund Balance
9. David Sly, Man Cave Estates, Zoning Permit Application and Site Development Plan
10. Lease Agreement between Optimae LifeServices, Inc. and Story County for property located at 3911 Calhoun Avenue Ames, effective 7/1/21-6/30/22, for \$5,405.00/month
11. Lease Agreement between Optimae LifeServices, Inc. and Story County for property located at 620 Duluth Avenue, Ames, effective 7/1/21-6/30/22, for \$5,423.00/month
12. Acknowledge Receipt of 2021 Urban Renewal Area applications

Roll call vote. (MCU)

**AGREEMENT BETWEEN STORY COUNTY AND CITY OF SLATER AND BALLARD COMMUNITY SCHOOL DISTRICT FOR THE TRAILSIDE DEVELOPMENT URBAN RENEWAL AREA, THE CITY IS REQUESTING THE AFFECTED TAXING ENTITIES ALLOW AN EXTENSION OF THE ABILITY OF THE CITY TO COLLECT TAX INCREMENT IN ORDER TO ADEQUATELY FUND THE PROJECT IN THE URBAN RENEWAL AREA FOR UP TO A TOTAL OF 15 YEARS:**

Jennifer Davies, Clerk, City of Slater, reported the city is requesting a five-year extension to the ten-year agreement. The city's tax increment financing (TIF) attorney suggested the extension; Ballard Community School District is considering it at its next meeting: 7/12/21. Discussion took place. Ethan Anderson, Story County Assistant Attorney, recommended the Board consider action at its next meeting. Murken reported on concerns. The Board concurred. Heddens stated consideration of action will be on the 7/13/21 agenda and to send the requested additional information to Anderson.

**RESOLUTION #22-04, MOHR RESIDENTIAL PARCEL SUBDIVISION:** Andrea Wagner, County Planner, reported on location, proposed lots, current zoning, surrounding land use, and relevant regulations. The City of Maxwell is within two miles. No comments were received from public notification. Wagner reported staff recommends approval with conditions as submitted. Discussion took place. Faisal moved, Murken seconded the approval of Resolution #22-04, Mohr Residential Parcel Subdivision with conditions as presented. Roll call vote. (MCU)

**PLANNING AND DEVELOPMENT QUARTERLY REPORT:** Amelia Schoeneman, Director, reported on permits, development cases, and enforcement items, land development chapter updates, and updates to the work program.

**UPCOMING AGENDA ITEMS:** Heddens stated the City of Slater item will be considered. Murken may have a broadband item.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** All Board members reported on items.

**CLOSED SESSION PURSUANT TO CODE OF IOWA §21.5(1)(c):** Heddens provided information on the relevant Code section. Murken moved, Faisal seconded to go into closed session at 11:20 a.m.

Heddens reconvened the Board in open session at 11:41 a.m.

Faisal moved, Murken seconded to adjourn at 11:41 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Meeting Agenda  
Administration Building  
900 6th St., Nevada, IA  
7/6/21

1. SPECIAL NOTE TO THE PUBLIC: This Meeting Is Also Being Offered 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. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:  
This comment period is for the public to address topics on today's agenda
6. 2021 Insurance Review - Steve Goodhue And Susan Hoshier

Department Submitting Board of Supervisors

Documents:

RENEWAL PRESENTATION BOS.PDF

7. AGENCY REPORTS:

- I. Friendship Ark Homes Annual Report - Jennifer Ellis

Department Submitting Auditor

Documents:

FRIENDSHIP ARK.PDF  
2020 IMPACT REVIEW.PDF

8. CONSIDERATION OF MINUTES:

- I. 6/29/21 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

- 1) new hire, effective 7/12/21, in a) Sheriff's Office for Michael Casper @ \$1,836.00/bw;
- 2) pay adjustment (pay resolution correction), effective 6/20/21, in a) Facilities Management for Joby Brogden @ \$3,230.08/bw

Department Submitting HR

10. CONSIDERATION OF CLAIMS:

I. 7/8/21 Claims

Department Submitting Auditor

Documents:

CLAIMS 070821.PDF

11. 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 Annual Appointment Of Veterans' Affairs Executive Director Pursuant To Iowa Code 35B.6 Effective 7/1/21-6/30/22 For Brett Mclain

Department Submitting Veteran's Affairs

Documents:

APPTMNT VA.PDF

II. Consideration Of FY22 Provider And Program Participation Agreement With Lutheran Services In Iowa Effective 7/1/21-6/30/22

Lutheran Services in Iowa-Crisis Child Care (Not to Exceed \$3,000) \$822.52/1 Contact

Department Submitting Board of Supervisors

Documents:

LUTHERANSERVICESINIOWAFY22.PDF

III. Consideration Of Professional Consultant Services Agreement Between Story County And Amy Fritz For Medical Examiner Investigation/On-Call At The Rate Of \$250 Per Investigation Plus Mileage Effective 7/6/21 Through 12/31/21

Department Submitting Board of Supervisors

Documents:

AFRITZ.PDF

- IV. Consideration Of Professional Consultant Services Agreement Between Story County And Mindy Royster For Medical Examiner Investigation/On-Call At The Rate Of \$250 Per Investigation Plus Mileage Effective 7/6/21 Through 12/31/21

Department Submitting Board of Supervisors

Documents:

ROYSTERM.PDF

- V. Consideration Of Renewal Class B Beer Permit For Raspberry Hill Management Co, 5500 240 St., Ames, Ia., Effective 6/29/21-6/28/22, Including Class C Native Wine Permit, Sunday Sales, And Outdoor Service

Department Submitting Auditor

Documents:

RH.PDF

- VI. Consideration Of Renewal Support Agreement Between Story County And Solutions, Inc. For Licensed Support Of Programs Effective 7/01/21 - 6/30/22

Department Submitting Information Technology

Documents:

SOLUTIONS SUPPORT AGREEMENT.PDF

- VII. Consideration Of Maintenance Agreement Between Story County And Copy Systems For The Letter Opener Effective 8/4/21-8/3/22 For \$395.00

Department Submitting Auditor

Documents:

COPY SYSTEMS.PDF

- VIII. Consideration Of Resolution 22-01, Un-Commitment Of Fund Balance

Department Submitting Auditor

Documents:

RES 2201.PDF

- IX. Consideration Of David Sly, Man Cave Estates, Zoning Permit Application And Site Development Plan

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF  
SITE PLAN.PDF  
APPLICATION.PDF  
TRAFFIC IMPACT ANALYSIS.PDF

- X. Consideration Of Lease Agreement Between Optimae LifeServices, Inc. And Story County For Property Located At 3911 Calhoun Avenue Ames Effective 7/1/21 - 6/30/22 For \$5405/Mo.

Department Submitting Board of Supervisors

Documents:

LEASE CALHOUN.PDF

- XI. Consideration Of Lease Agreement Between Optimae LifeServices, Inc. And Story County For Property Located At 620 Duluth Ames Effective 7/1/21 - 6/30/22 For \$5423/Mo.

Department Submitting Board of Supervisors

Documents:

LEASE DULUTH.PDF

- XII. Acknowledge Receipt Of 2021 Urban Renewal Area Applications

Department Submitting Board of Supervisors

Documents:

PACKET630.PDF

12. PUBLIC HEARING ITEMS:

13. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Agreement Between Story County And City Of Slater And Ballard Community School District For The Trailside Development Urban Renewal Area, The City Is Requesting The Affected Taxing Entities Allow An Extension Of The Ability Of The City To Collect Tax Increment In Order To Adequately Fund The Project In The Urban Renewal Area For Up To A Total Of 15 Years

Department Submitting Auditor

Documents:

TRAILSIDE DEVELOPMENT URP EXTENSION AGREEMENT.PDF

- II. Discussion And Consideration Of Resolution #22-04, Mohr Residential Parcel Subdivision - Andrea Wagner

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF  
RESOLUTION 22 04.PDF  
APPLICATION DOCUMENTS.PDF  
PLAT.PDF

14. DEPARTMENTAL REPORTS:

I. Planning & Development Quarterly Report - Amelia Schoeneman

Department Submitting Auditor

Documents:

PD QTR.PDF

15. OTHER REPORTS:

16. UPCOMING AGENDA ITEMS:

17. 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.

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

19. Closed Session Pursuant To Iowa Code Section 21.5(1)(C) - Ethan Anderson, Story County Assistant Attorney And Alissa Wignall, Director Of Internal Operations And Human Resources

Iowa Code Section 21.5(1)(C) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation

Department Submitting Board of Supervisors

20. 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

Agenda

7/6/21

NAME

ADDRESS

Steve Goodhue  
Susan Hostok  
Andrea Wagner  
Sandra Kelly  
Amelia Scheeneman  
Ann Markley

Knapp Tedesco Ins  
Knapp Tedesco Ins  
P & D  
Box  
P.O.  
Aund

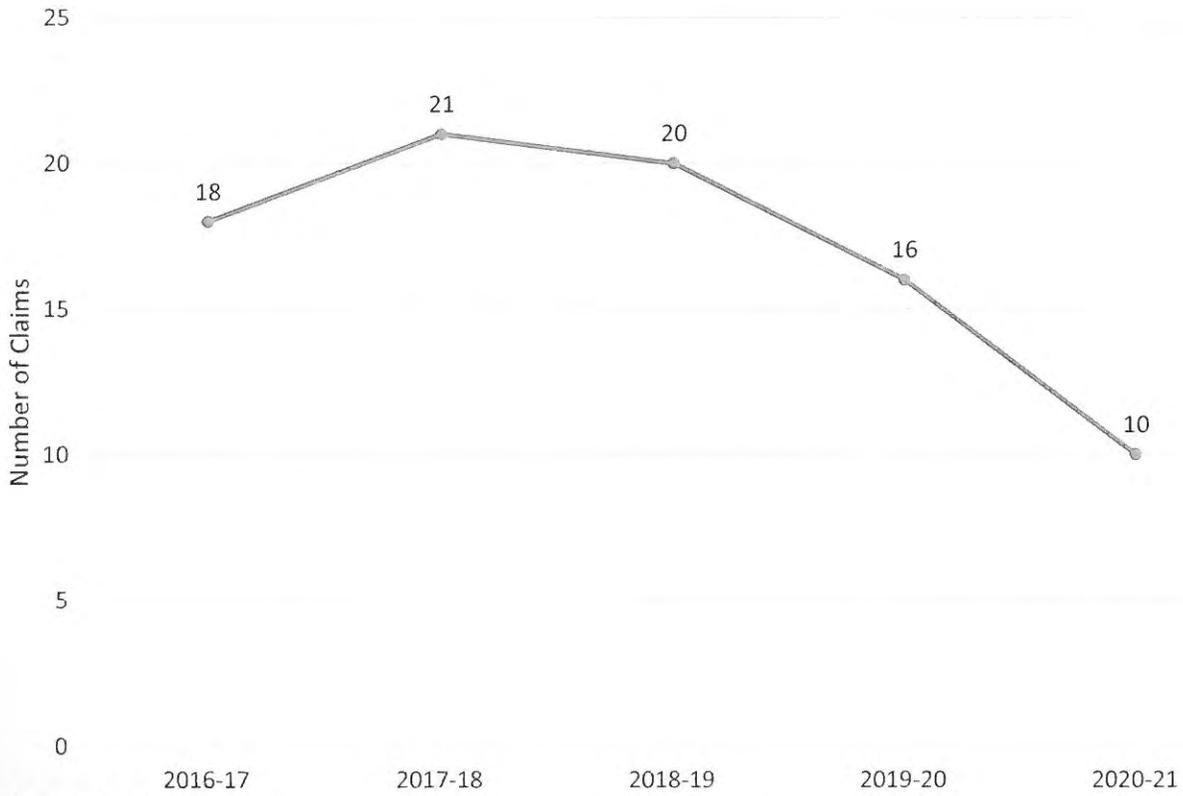
# Story County

## Insurance Review

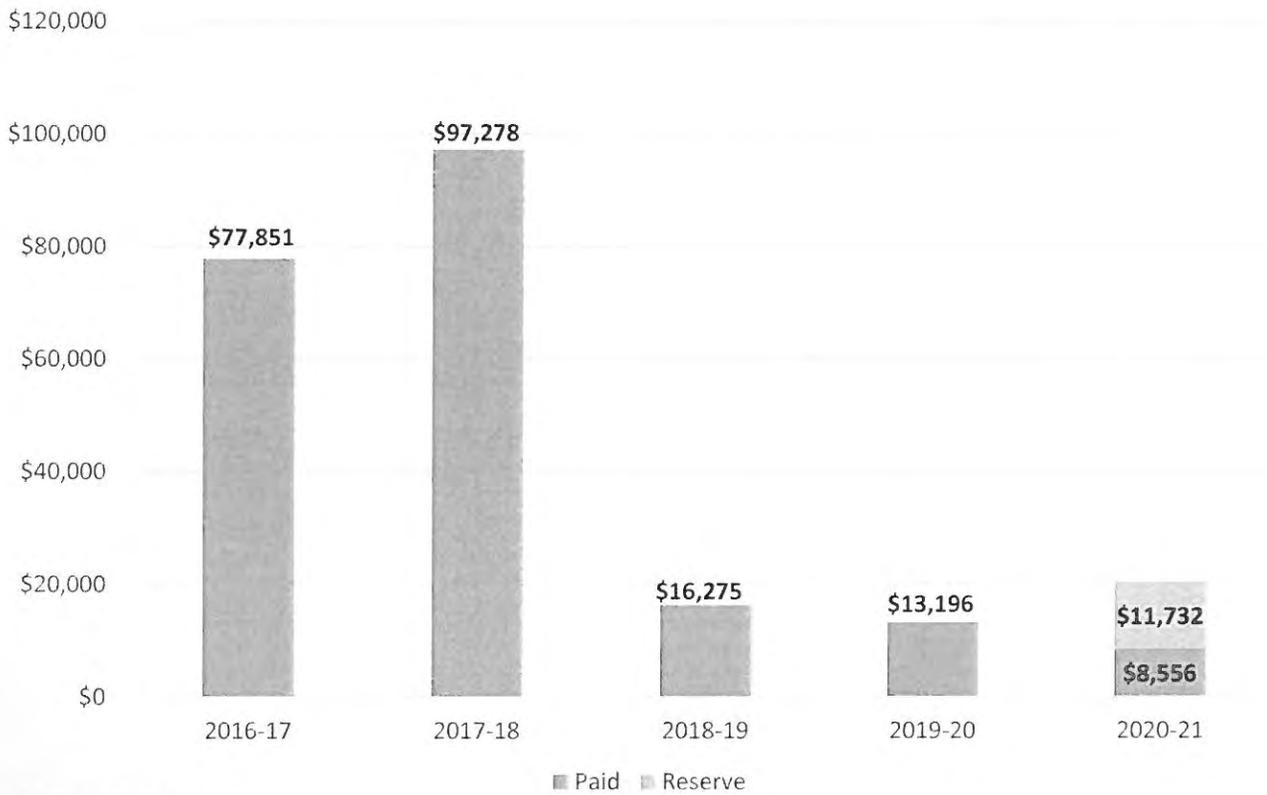
July 6, 2021



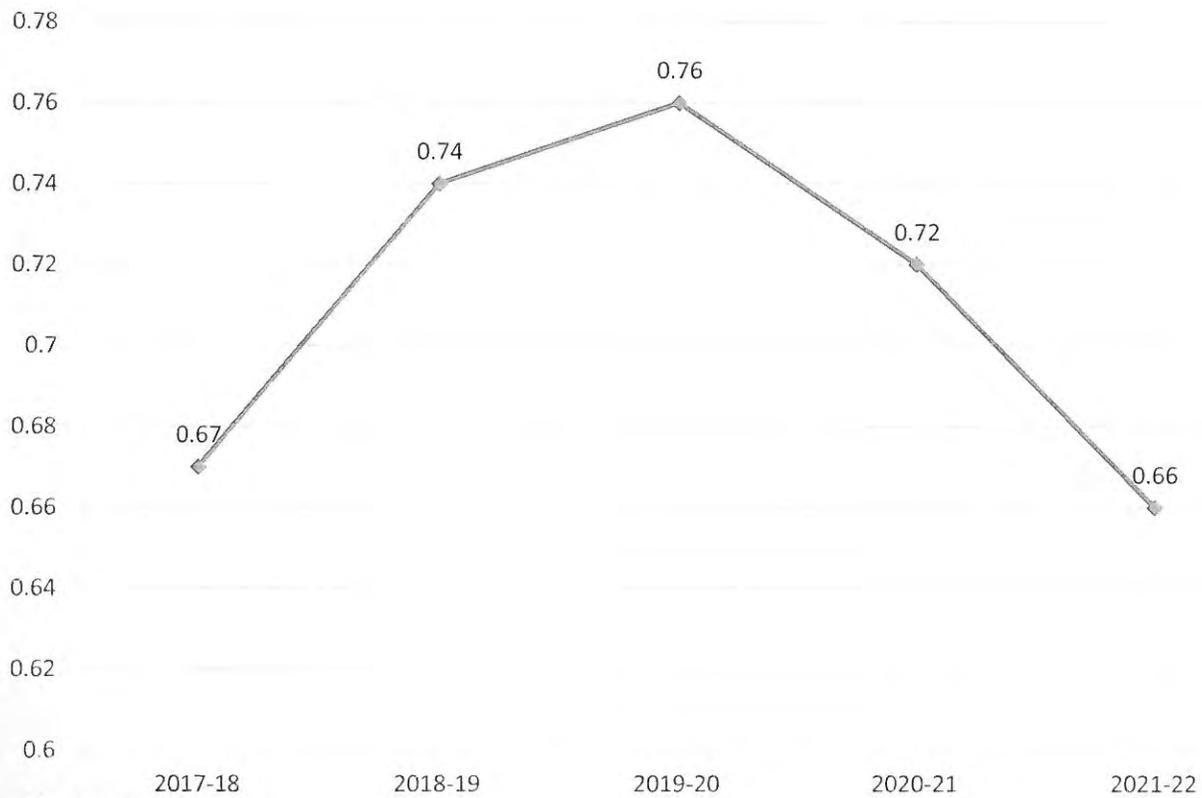
# # of Paid Work Comp Claims



# Work Comp – Incurred Losses by Year



# Experience Modification Rate Trend



# Property, Liability & Auto Claims

(2016-2021)

<u>Policy</u>	<u># Claims</u>	<u>\$ Paid</u>
Auto	8	\$31,641
Liability	1	\$2,806
Property	3	\$390,951
Professional / EPLI	1	\$190,000

# Coverage Snapshot

<u>Coverage</u>	<u>Limits</u>	<u>Deductible</u>
Property / Equipment	\$70,233,682	\$50,000 / \$10,000
Equipment Breakdown	Included	
General Liability	\$2,000,000	\$10,000
Auto Liability	\$2,000,000	\$0
Law Enforcement Liability	\$2,000,000	\$10,000
Public Officials Liability	\$2,000,000	\$10,000
Excess Liability	\$13,000,000	
Crime	\$10,000	\$500
Flood	\$2,000,000	2% of loss

# Property Snapshot

## Total Property Coverage:

Building	\$55,663,393
Personal Property	\$5,972,449
Computers & Equipment	\$313,364
Miscellaneous Property Scheduled	\$7,036,776
<u>Miscellaneous Property Unscheduled</u>	<u>\$779,700</u>
Total Insured Value	\$70,233,682

\*2020-21 Insured Value was \$68,657,321

# 2021/22 Work Comp Payroll

<u>Description</u>	<u>Payroll</u>
Landscape	\$135,800
Street & Road Paving	\$959,500
Street & Road Construction	\$301,100
Police Officers	\$5,467,200
Reserve Peace Officers	\$5,881
Contractors Permanent Yard	\$225,762
Clerical	\$4,250,000
Elected Officials	\$249,885
Attorney	\$2,026,600
Hospital – Veterinary	\$260,000
Building Maintenance – Operation	\$826,600
Parks NOC	\$1,164,800
Street Cleaning	\$395,100
<u>Municipal Employees</u>	<u>\$2,455,125</u>
Total	\$18,724,353*

\*2020-21 Total Payroll was \$17,215,262

# Premium Summary

Line of Coverage	2018-19	2019-20	2020-21	2021-22
ICAP Package Premium	\$274,538	\$244,324	\$257,512	\$311,448
IMWCA WC Premium	\$161,961	\$155,107	\$126,725	\$130,163
Total	\$436,499	\$399,431	\$384,237	\$441,611

- 1) ICAP voucher totaling \$24,977 in 2020 removed from 2021-22 renewal
- 2) ICAP gross premiums for 2020-21 vs. 2021-22 (before voucher) with premium targets:
  - General liability – .14% decrease **(10%)**
  - Auto liability – 1.0% increase **(5%)**
  - Law enforcement liability - 15% increase **(20%)**
  - Public officials liability – 11% increase **(20%)**
  - Excess liability – 1.3% increase **(10%)**
  - Property – 18% increase **(20%)**
  - Total increase in ICAP premiums, less voucher – 21%. ICAP reports 3-year law enforcement liability loss ratios of 328% and public officials liability loss ratio of 360%. General liability & property loss ratios were 63% and 66% respectively; auto liability loss ratios were 100%.
- 3) IMWCA total work comp premium, before discounts, is \$464,205. Total discounts of \$334,042 reduced premium to \$130,163.
- 4) Agency Fee - \$21,519

**Thank You!**

**Program Description:** Supported community living (SCL) services are provided within the member's home and community, according to the individualized member's needs as identified in the approved service plan. Core members work with staff on personal, home, and community skills, personal management skills, communication and advocacy skills, transportation skills, and socialization skills.

**Number Served:** We currently serve 30 core members living in our homes. We had three core members who moved back with family during the pandemic, but all three have successfully transitioned back into our homes and are doing well. We currently have 36 on our waiting list for a spot in one of our homes. This is an increase of 7 from last year's waiting list of 29. We are serving 17 individuals in the 15-minute unit program. 3 of these individuals still live at home with family, while the other 14 live in their own apartments. We have 14 on the waiting list for this program.

**Outcomes:** Our core members made progress on their goals 85% of the time those goals were run throughout the year. This was an increase of 3% up from 82% last year. We also began keeping track of how often attempt to run goals were done as apposed how often they could have been run. Goals were run an average of 61% of possible attempts. For example, if a goal was to be run daily or 7 times/week, it was run an average of just over 4 days/week. Many factors play into this such as choice of the member, health of the member, other activities or things happening in the household. We felt collecting this data gave us a better picture of the overall success rate on goals and can help us see trends that may be preventing members from learning skills.

**Successes:** Being able to open our 6<sup>th</sup> home and keeping our core members and staff healthy during the COVID pandemic have been significant successes this year. We are also excited about the opening of the 7<sup>th</sup> home later this summer.

### **Day Habilitation**

**Program Description:** Day Habilitation Services are provided outside a member's residential setting in the community and are designed to foster the acquisition of skills, building positive social behavior and interpersonal competence, greater independence, and personal choices. Supports are provided either in small groups or one on one for those that need that level of support. Activities include volunteering, participating in community events, and visiting local businesses or organizations.

**Number Served:** We were serving 40 core members in this program, 26 from our residential programs and 14 from other organizations or still living at home with their families. We have 15 on our waiting list. Most of these are needing one on one support, which we must hire additional staff to accommodate.

**Outcomes:** Due to the pandemic and the Day Hab program being shut down, there are no Outcomes to report on currently. We continue to evaluate when we might be able to re-open and what that program will look like in the future.

**Successes:** We have continued to offer activities in our homes to keep our core members active even during the pandemic. Our staff created activity bins that were taken to each site weekly with fun activities. We also used outdoor spaces whenever possible. Once our core members were vaccinated, we have begun to slowly reintegrate into community activities.

## Friendship Ark Homes & Community Services

### FY'21 Report to the Story County Board of Supervisors

**Mission:** Friendship Ark celebrates the uniqueness of adults with intellectual disabilities by providing homes and community services. We help our core members reach their fullest potential through faith, family, and friendship.

**Organizational Highlights:** Much of FY'21 was impacted by COVID-19 as it was very everyone. In March 2020, our Day Hab program was forced to close, and we limited visits in our homes to help limit the spread of COVID-19 and keep our staff and core members healthy. We managed to make it through the pandemic with none of our core members testing positive and only a handful of staff. All our core members and nearly 85% of our staff were able to receive the vaccine through the CVS Program.

We opened our 6<sup>th</sup> home at 845 Dotson Place in October 2020 and welcomed 5 new core members to the Friendship Ark family. Due to COVID, their transition was atypical as they were not able to visit the other homes or core members when they initially moved in. In February, we were able to get our staff and core members vaccinated and this has allowed us to begin visiting each other and participating in community events as things open up.

We are working on a new opportunity to allow us to serve more individuals with less staff by using technology to support individuals in a new home purchased at 3811 Fletcher Blvd. This home will us Night Owl Support Systems with two-way speaker communication and sensors to support the individuals living here over night. Friendship Ark will then provide in-person staffing during the afternoon and evening hours to work on daily living skills. We currently have two females who will move into this home later this summer and are looking for an additional two more to move in. This will be our 7<sup>th</sup> home in Ames.

Our annual 5 on the 4<sup>th</sup> was held virtually in 2020 due to COVID-19 and will be hybrid for 2021. While our 5 on the 4<sup>th</sup> was virtual, we still had a great turn out and numbers remained consistent with past in-person events. This year we are on track again for another successful event with over 90 participants already registered. We were notified in 2020 that we had been selected as the charity partner for the Georges Niang Golf Outing, but the event had to be postponed. It is now scheduled for July 23<sup>rd</sup>, 2021, and we are anticipating this to be our largest fundraiser of 2021.

Deb Fennelly and Rep. Beth Wessel-Kroeschell will both be finishing their 2<sup>nd</sup> terms on the Board of Directors as of June 30<sup>th</sup>. We are looking for two individuals to replace them on the Board. We are looking for individuals with fundraising and/or government relations experience.

**Challenges:** COVID-19 presented us with significant challenges in FY'21, however with the vaccines, we are starting to "get back to normal". Our Day Hab program has not yet re-opened as all the staff in that program were transferred to our residential programs to assist in coverage there. Staffing shortages have not allowed us to hire enough staff to re-open this program. We have attempted to meet the needs of community inclusion by doing community activities through our residential programs with those staff already in place.

Workforce shortages continue to be a challenge for us as is being seen across the State. We have worked with Iowa Association of Community Providers (our State Association) to make legislators aware of this crisis. Due to that advocacy, there was funding passed to increase HCBS Provider rates, which is supposed to take effect 7/1/21, however we have not yet received information on exactly what those rate increases will be. We continue to work with our MCO partners and have seen an improvement in timely payments over the past fiscal year.

**Supported Community Living -24 hour (group homes) and 15-minute unit (individual's apartment/home)**

# OUR IMPACT IN 2020

**17**

SERVED IN  
INDIVIDUAL  
SCL  
*waiting list: 13*

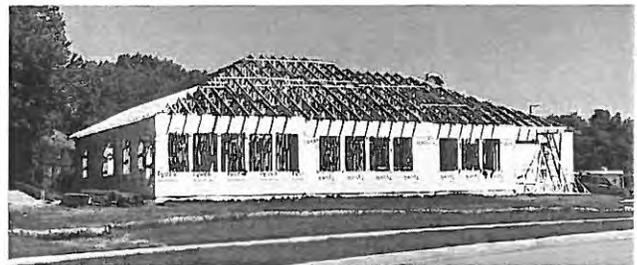
**30**

SERVED IN  
RESIDENTIAL  
SCL  
*waiting list: 36*

**40**

SERVED IN  
DAY HAB  
*waiting list: 15*

We opened our **6th** residential site in October, adding **5** new Core Members to our family!



## SHARPENING OUR SKILLS



FA Core Members had an average success rate of



when working on their individualized goals!

## Staff Satisfaction Survey

### RESULTS

**100%** of staff say Friendship Ark lives up to it's mission

**100%** of staff say Friendship Ark is an ethical company

# #COVIDCANTSTOPGOOD

Friendship Ark's  
mitigation strategies



**NO!**

Core Member  
COVID-19 Cases



Social for a Cause: We partnered with Cultivating Hope Farms, Raspberry Hill Bed & Breakfast, as well as other local small businesses to raise awareness and funds.



With the help of donations, our Core Members were able to try new socially distant outdoor activities!



When our Day Hab program shut down, we became creative. Each week our residential sites were given materials and guides to many different activities and events!



We supported our healthcare heroes at Mary Greeley with 'pocket hugs' and other thank you cards.



We created a milk jug igloo with milk jugs from several groups across Ames. Also, with the help of the Rotary Club of Ames and Altrusa, our Advocacy and Accessibility Task Force sponsored an adult changing table which was installed at th Ames Public Library.

## TO OUR 2020 SPONSORS



Todd & Sargent, REG, Nyemaster Goode, Schmidt, Scallon, Ames CVB, Story Construction, Ames Ford, Dan's Landscapes, McFarland Clinic, Workiva, MGMC, 1st Property Mgmt, Mark Becker and Assoc, US Bank, and First National Bank

## Board of Directors

Amber Deardorff, Jon Sargent, Kyle Briese, Nicole Rasmussen, Jim Black, Heather Botine, Deb Fennelly, Jane Halliburton, Dr. Pauline Miller, Nicole Pape, Steve Prater, Fr. Jim Secora, and Beth Wessel-Kroschel



**Story County Commission of Veterans Affairs**  
**Brett D. McLain, Director**  
Story County Human Services Center  
126 S. Kellogg Ave. Suite 001, Ames, Iowa 50010

Ph. 515-956-2626 Fax 515-956-2627  
www.storycountylowa.Gov  
veteransaffairs@storycountylowa.Gov

June 28, 2021

To: Story County Board of Supervisors  
From: Story County Veterans Affairs Commission  
Subj: Appointment Recommendation of VA Executive Director

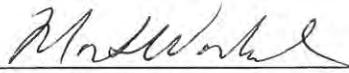
Pursuant to Iowa Code Chapter 35B.6, the county board of supervisors is required to annually approve the Executive Director for the county Veteran Affairs Office.

Story County Veterans Affairs Commission recommends Brett D. McLain, Director, and County Veteran Service Officer to continue to serve as the Story County Veterans Affairs Director for FY 2022.

Appointment: July 1, 2021 – June 30, 2022.

The Commission respectfully requests the Story County Board of Supervisors supports this recommendation.

Thank you.

  
\_\_\_\_\_  
Story County Veterans Affairs Commission Chair

6/28/2021  
Date

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

7-6-21  
Date

RECEIVED

JUN 24 2021

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2021 is by and between **Story County** and **Lutheran Services in Iowa** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

**SECTION 1**  
**Definitions**

**Co-payment:** The amount which may be charged to Story County Individual at the time services are rendered.

**Subcontract:** The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

**SECTION 2**  
**Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Story County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

### **SECTION 3**

#### **Claims Submission and Payment**

**Section 3.1 Claims Submission.** Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

**Section 3.2 Claims Payment.** Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

**Section 3.3 Compensation to Provider.** Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

### **SECTION 4**

#### **Relationship Between the Parties**

**Section 4.1 Relationship Between Story County and Provider.** The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

### **SECTION 5**

#### **Hold Harmless, Indemnification and Liability Insurance**

**Section 5.1 Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.2 Story County Hold Harmless and Indemnification.** Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

**Section 6.1 Laws and Regulations.** Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

**Section 6.2 Reports from State Authority or Agency.** The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

**Section 6.3 Compliance with Civil Rights Laws.** Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

**Section 6.4 Equal Opportunity Employer.** Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

**Section 7.1 Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

**Section 7.2 Termination of Agreement Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 7.3 Termination With Cause by Story County.** Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

**Section 7.4 Termination With Cause by Provider.** Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

**Section 7.5 Information to Story County Individuals.** Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

**Section 7.6 Nonrenewal of Agreement.** Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

## **SECTION 8**

### **Amendments**

**Section 8.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 8.2 Regulatory Amendment.** Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

**SECTION 9**  
**Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

**Section 9.2 Assignment.** Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

**Section 9.3 Subcontracting.** Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

**Section 9.4 Entire Agreement.** This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

**Section 9.5 Rights of Provider and Story County.** Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 9.7 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

**Section 9.8 Notices to Story County.** Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

**COUNTY:**

**PROVIDER:**

By: *Lisa K Hedden*

By: *Dan Dean*

Print Name: *Lisa K Hedden*

Print Name: *Dan Dean*

Print Title: *Story County Board of Supervisors*

Print Title: *Vice President - LST*

Date: *4-6-21*

Date: *6/21/21*

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2022**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Crisis Child Care Not to Exceed \$3,000	1 Contact	\$822.52

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(Contracted Services)

Under the provision of Section 3401 of the Internal Revenue Code of 1954, an employer must withhold income tax from all remuneration actually or constructively paid to an employee. This agreement covers professional services provided by \_\_\_\_\_ as an independent contractor. \_\_\_\_\_ assumes all responsibility for payroll taxes and required FOAB contributions.

In general, an individual who is subject to the control and direction of another only as to the results of their work, and not as the means by which it is accomplished in an independent contractor and is not an employee.

AGREEMENT

NAME OF CONTRACTOR Amy Fritz

MAILING ADDRESS 1305 S. G. Ave #32

BUSINESS PHONE NO. 515-290-6937 Email: afritz00@yahoo.com

1. DESCRIPTION OF SERVICES: Medical Examiner Investigations/On-Call

2. DATE(S): 7/6/21  
1/01/21 - 12/31/22

3. TIME(S): To be determined by the Story County Medical Examiner

4. LOCATION: To be determined by the Story County Medical Examiner  
\$250.00

5. PROFESSIONAL FEES: ~~\$300.00~~ per investigation plus in County mileage pd at current County rate.

6. SPECIAL CONDITIONS: Investigations conducted at the scene of an unattended death as outline in Iowa Code ch; 331.802 at the direction of the Story County Medical Examiner.

CERTIFICATION

I certify that I have read the above statement regarding the requirements of the IRS for an "independent contractor" and I assume the responsibility for payroll and FOAB contributions. I agree to the conditions stated above for services provided by myself to Story County.

Signature (A Fritz) Date 6-29-21

Approved by L. K. Bledsoe Date 7-6-21

W-9 completed \_\_\_\_\_

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(Contracted Services)

Under the provision of Section 3401 of the Internal Revenue Code of 1954, an employer must withhold income tax from all remuneration actually or constructively paid to an employee. This agreement covers professional services provided by Mindy Royster as an independent contractor. Mindy Royster assumes all responsibility for payroll taxes and required FOAB contributions.

In general, an individual who is subject to the control and direction of another only as to the results of their work, and not as the means by which it is accomplished in an independent contractor and is not an employee.

AGREEMENT

NAME OF CONTRACTOR Mindy Royster

MAILING ADDRESS 1105 Stafford Ave. Ames, IA 5001

BUSINESS PHONE NO. 515-290-0442 (cell)/mindyroyster@gmail.com

1. DESCRIPTION OF SERVICES: Medical Examiner Investigation/On-call

2. DATE (S): 7/6/21-12/31/22

3. TIME (S): To be determined by the Story County Medical Examiner

4. LOCATION: To be determined by the Story County Medical Examiner

5. PROFESSIONAL FEES: \$250.00/per investigation plus in-county mileage pd at current county rate

6. SPECIAL CONDITIONS: Investigations conducted at the scene of an unattended death as outlined in Iowa Code ch. 331.802 at the direction of the Story County Medical Examiner

CERTIFICATION

I certify that I have read the above statement regarding the requirements of the IRS for an "independent contractor" and I assume the responsibility for payroll and FOAB contributions. I agree to the conditions stated above for services provided by myself to Story County.

Signature Mindy Royster Date 6-30-2021

Approved by \_\_\_\_\_ Date \_\_\_\_\_

W-9 completed \_\_\_\_\_

Services <[https://directory.iowa.gov/service/Index?\\_ga=1.101492737.1604613096.1488473035&ia\\_slv=1625060951876](https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1625060951876)>

Agencies <[https://directory.iowa.gov/?ia\\_slv=1625060951876](https://directory.iowa.gov/?ia_slv=1625060951876)>

Social <[https://directory.iowa.gov/social/Index?ia\\_slv=1625060951876](https://directory.iowa.gov/social/Index?ia_slv=1625060951876)>

<[https://www.iowa.gov/search/google?ia\\_slv=1625060951876](https://www.iowa.gov/search/google?ia_slv=1625060951876)>

(App-141227)

License Application (BB0038888)

Applicant

Name of Legal Entity : Raspberry Hill Management Co Inc

Name of Business(DBA) : Raspberry Hill Bed and Breakfast

Address of Premises : 5500 240th St

City : Ames

County : Story

Zip : 50014

Business : (515) 520-7881

Mailing Address: 5500 240th

City : Ames

State : Iowa

Zip : 50014

Contact Person

Name : Brad Perkins

Phone : (515) 210-9099

Email : bperkins@bradperkinspe.com

**APPROVED**      **DENIED**

Board Member Initials: SKW

Meeting Date: 7-20-21

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

License Information

License Number : BB0038888

License/Permit Type : Class B Beer Permit

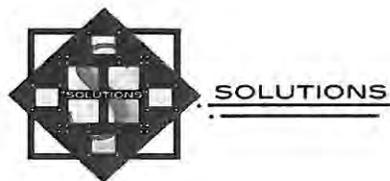
Term : 12 Month

Effective Date : 2021-06-29

Expiration Date : 2022-06-28

Sub-Permits/Privileges :

Class C Native Wine Permit



"Solutions", Inc.  
2311 West 18<sup>th</sup> Street, Spencer Iowa 51301  
712-262-4520

## Licensed Code Support Agreement

This Support Agreement ("this Agreement") is made and entered into this 1st day of July, 2021 by and between "Solutions", Inc. (hereinafter "Vendor"), a (Software Developer and Licensor ) with principal offices at 2311 West 18th Street Spencer Iowa 51301-2631, and Story County, hereinafter "Customer"), a (Local Government and its Offices) with principal offices at: 900 6th Street Nevada, IA 50201

### WHEREAS,

Vendor is in the business of developing computer programs, certain of which computer programs have already been Licensed by the Customer; and,

### WHEREAS,

The Customer desires to retain the services of Vendor to maintain and service the computer programs licensed by the Customer from Vendor, for a period up to one year, such maintenance and service of the Vendor's computer programs to be accomplished by Vendor pursuant to the terms of the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, Vendor and the Customer hereby agree as follows:

### Section 1 - Definitions

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

1.1 "Licensed Program" The computer software described in Exhibit A hereto, including any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent Releases) to the extent offered to Customer under this Agreement or the License Agreement.

1.2 "Custom Program" Any program that has been requested by the Customer to be written or installed in addition to the Customer's Licensed Program described in Exhibit A hereto.

1.3 "Non Maintained Program" Any program no longer maintained and updated to Vendor's current Release by the Customer. This can also be any program no longer offered for License by Vendor.

1.4 "Installation" The preparation and the loading of new or revised Licensed Programs onto the Customer's existing hardware. Installation is not limited to on-site loading, but also includes Licensed Programs sent or delivered to the Customer by Vendor.

1.5 "Error" Any failure of the Licensed Program to conform in all material respects to the functional specifications for the Licensed Program. However, any nonconformity resulting from Customer's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supplied by Vendor, or not authorized to be so combined or merged by Vendor, shall not be considered an Error.

1.6 "Error Correction" Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity.

1.7 "Enhancement" Any modification or addition that, when made or added to the Licensed Program, materially changes it's utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Vendor as minor or major, depending on Vendor's assessment of their value and of the function added to the preexisting Licensed Program.



1.8 "Normal Working Hours" The hours between 8:00 A.M and 5:00 P.M. Central Standard Time, on the days Monday through Friday, excluding regularly scheduled holidays of Vendor.

1.9 "Releases" New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.

1.10 "Major Enhancement" Shall be further defined as: Any modification or addition that, when made or added to the Licensed Program, materially changes the Programs file structure and may require Program modifications to any of the Customer's Custom Programming.

1.11. "User Requested Major Enhancements" An enhancement of a Licensed Program requested by a 75% minimum majority of users of that Licensed Program.

1.12 "Federal or State Mandated Enhancement" An enhancement mandated by a change or definition of Federal or State code.

1.13 "Minor Enhancement" An enhancement of a Licensed Program that materially changes its utility, efficiency, functional capability, or application, that Vendor feels will improve the Customer's usage.

1.14 "Trade Secrets" Any information, process, or idea developed by Vendor which Vendor considers confidential. Examples of trade secrets include, but are not limited to:

1.14.1 Licensed Program reports, source code, object code, and documentation developed by Vendor.

1.14.2 All information relating to Vendor Licensed Programs now existing or currently under development by Vendor.

1.15 "Training" The instruction of the Customer and/or the Customer's employees in the use of Vendor Programs.

1.16 "Agreement Term." A period of one year, commencing on the entered date of this agreement, and ending one year hence, on the final day of the Customer's (then) current fiscal year.

1.17. "Cancellation," means that the Customer is canceling its requirements for all services in program years subsequent to that in which notice of cancellation is provided.

1.18. "Customer support" is a range of customer services to assist customers in making cost effective and correct use of a product. It includes assistance in planning, installation, training, trouble shooting, maintenance, upgrading, and disposal of a product

1.19. "Technical Support" Regarding technology products such as mobile phones, televisions, computers, software products or other electronic or mechanical goods, it is termed technical support.

## **Section 2 - Scope of Services**

2.1 During the Agreement Term, Vendor shall render the following services in support of the Licensed Program, during Normal Working Hours, subject to the compensation fixed for each type of service in Vendor's rate schedule set forth in 3.2. Rate Schedule hereto:

2.1.1 Vendor shall maintain a program control center capable of receiving by telephone or network transmission, operator reports of system irregularities.

2.1.2 Vendor shall maintain a telephone hot line that allows Customer to report system problems and seek assistance in use of the Licensed Program.

2.1.3 Vendor shall maintain a trained staff capable of rendering the services set forth in this Agreement.

2.1.4 Vendor shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Vendor in Accordance with Vendor's standard reporting procedures. Vendor shall, within 36 working hours of verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Vendor shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Vendor shall include the Error Correction in all subsequent Releases of



the Licensed Program. Vendor shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that Vendor shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 7 days.

2.1.5 Vendor may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, Minor Enhancements, and, in certain instances if Vendor so elects, Major Enhancements. Vendor shall provide Customer with one copy of each new Release. Vendor shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.6 Vendor may, from time to time, offer Major Enhancements to its customers that may be covered under an Annual Maintenance Fee set forth in Exhibit A hereto. Those Major Enhancements not covered under an Annual Maintenance Fee shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.7 Subject to space availability, Customer may enroll its employees in Vendor's training classes, held at Vendor's facility in Spencer Iowa, for regular or advanced training subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.8 Vendor shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by Support Vendor and Customer.

2.2 During the Agreement term Customer shall be responsible for the following:

2.2.1 The Customer agrees to provide Vendor with dumps, as requested and with sufficient support and test time on the Customer's computer system to duplicate the error, certify that the problem is with Vendor's Programs, and certify that the problem has been corrected.

2.2.2 The Customer shall inform Vendor in writing of any modifications made by the Customer to the Licensed Program. Vendor shall not be responsible for maintaining Customer modified portions of the Licensed Program or for maintaining portions of the Licensed Program affected by Customer modified portions of the Licensed Program. Vendor shall not be responsible for maintaining Custom Program modified portions of the Licensed Program or for maintaining portions of the Licensed Program affected by Custom Program modified portions of the Licensed Program. Corrections for difficulties or defects traceable to the Customer's errors or systems changes shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.2.3. The Vendor shall make available to the Customer and publish on a quarterly basis, the operating system requirements needed to maintain and operate the Licensed Program. The Customer agrees to meet or exceed those requirements on the Computer system that the Licensed Program is licensed for within 90 days of the published date.

### **Section 3 - Fees and Charges**

3.1 Customer shall pay Vendor an Annual Fee covering those Licenses as Specified in Exhibit A. Any additional services provided to the Customer shall incur charges as specified on the rate schedule set forth in 3.2. Rate Schedule hereto. Vendor reserves the right to change its rate schedule (3.2) from time to time, provided that no such change will be effective until at least 30 days after Vendor has given Customer written notice of such change. Such written notice may be in the form of a statement in Vendor's regularly issued newsletter, website or social media.

3.2. Rate Schedule – All rates shown are current rates and are subject to change with a thirty (30) day notice.

3.2.1 Primary Shift – Monday through Friday – 8:00AM to 5:00PM. Off Shift 5:01PM to 7:59 PM Monday through Friday. Double time shift - 8:00PM to 7:59AM and weekends (Saturday and Sunday).



3.2.2. Application Support or Training – Current rate is one hundred fifteen dollars per hour (\$115.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

3.2.3 Computer Programming and Customer Support – Current rate is one hundred forty-five dollars per hour (\$145.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

3.2.4. IBM i Technical Support – Current rate starts at one hundred forty-five dollars per hour (\$145.00) an hour for Primary Shift with two hour minimum unless otherwise described in Exhibit A or covered under a Services Agreement. Rate is based on service personnel involved. If outside vendors such as IBM i service or support personnel are involved, their time is not included, even if subcontracted.

3.2.5. Off shift is invoiced at 1.5 times the Prime shift rate with 2 hour minimum. Double time is invoiced at 2.0 times the Prime Shift rate with a two hour minimum.

3.2.6. Service orders – Articles 3.2.1., 3.2.2., 3.2.3.3.2.4., and 3.2.5. will require a service order or approval for over time, to be filled out by the Customer on work to be performed by Vendor on behalf of the Customer. Exceptions to this requirement will be Customer errors requiring immediate programming to be performed through communications due to time sensitive requirements. A sample of this Service order is available from the Vendor.

3.2.7. Travel and Expenses - the Customer will be provided flat fees for travel based on location, the number of personnel traveling and the number of other customers being invoiced in the same week of travel (up to two). The flat fee is based on current federal rate for mileage and average round trip time to and from the customer's site. Current rate is \$70.00 an hour and is subject to change. The Customer in addition to the travel charge will be invoiced for motel and meal expenses.

3.3 Reimbursement of Expenses. In addition to the foregoing, Customer shall pay Vendor its actual out-of-pocket expenses as reasonably incurred by Vendor in furtherance of its performance hereunder. Vendor agrees to provide Customer with access to such receipts, ledgers, and other records as may be reasonably appropriate for Customer or its accountants to verify the amount and nature of any such expenses. Expenses shall be reimbursed within ten (10) days after receipt of Vendor's invoice.

3.4. Invoices. Vendor shall invoice Customer each calendar month for all fees and charges accrued, and all reimbursable expenses incurred during the previous month(s), and Customer shall pay the invoiced amount promptly upon receipt of such invoice. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the highest rate allowed by applicable law.

3.5. Responsibilities. Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, hardware (other than the hardware constituting the program control center maintained at Vendor's facilities) and Software necessary to operate the Licensed Software and to obtain from Vendor the services called for by this Agreement.

#### **Section 4 - Proprietary Rights**

4.1 To the extent that Vendor may provide Customer with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works, or Custom Program, prepared by Vendor (collectively, "Vendor Programs"), Customer may (1) install one set of the Vendor Programs, in the most current form provided by Vendor, in Customer's own facility; (2) use such Vendor Programs in a manner consistent with the requirements of the License Agreement, for purposes of serving Customer's internal business needs; and (3) make one copy of the Vendor Programs in machine-readable form for nonproductive backup purposes only. Customer may not use, copy, or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Vendor. Notwithstanding Section 6 hereof, Customer's rights under this Section 4.1 shall remain in effect for so long as Customer is authorized to use the Licensed Programs under the License Agreement.



4.2 The Vendor Programs are and shall remain the sole property of Vendor, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Vendor for the use of the work product. Customer shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment that Vendor may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Customer shall not assert any right, title, or interest in such works, except for the nonexclusive right of use granted to Customer at the time of its delivery or on-site development.

4.3 The Customer acknowledges and agrees that the Vendor Programs, Error Enhancements, Major Enhancements, Minor Enhancements, State Mandated Enhancements, and Custom Programs (hereinafter referred to as "Programs") are Trade Secrets and proprietary products of Vendor, and as such are protected by Trade Secret laws. The Programs are licensed (not sold) on a nonexclusive basis for use by the Customer on a single computer system. The Programs shall not be copied or reproduced, in whole or in part, in any form whatsoever, except for use by the Customer as a back-up and/or for archival purposes on a single computer system. The Customer will not, without the prior written consent of Vendor, transfer the Programs electronically from one computer to another over a network. The Programs shall not, under any circumstances, be used by the Customer concurrently on more than one computer system without the prior written consent of Vendor.

4.4 The Customer agrees to maintain full and complete records of the number and location of all Program copies used for back-up and/or archiving purposes, and to furnish these records to Vendor on request.

4.5 The Customer agrees that Vendor's license of the Program to the Customer is not assignable by the Customer, without the prior written consent of Vendor. The Customer shall not provide, or otherwise make available, the Program, in any form, to any person or entity, other than duly authorized employees of the Customer while acting within the scope of their employment for the Customer.

#### Section 5 - Disclaimer of Warranty and Limitation of Liability

**5.1 Except as expressly set forth in this Agreement, Vendor expressly disclaims any and all warranties concerning the Licensed Program or the Services to be rendered hereunder, whether express or implied, including (without limitation) any warranty of merchantability or fitness for a particular purpose.**

5.2 In no event shall Vendor's cumulative liability for any claim arising in connection with this Agreement exceed the total fees and charges paid to Vendor by Customer within the last 12 months. In no event shall Vendor be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vendor knew or should have known of the possibility of such damages.

5.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than 3 years after such cause of action accrued, except that an action for nonpayment may be brought within two years of the date of the last payment.

#### Section 6 - Termination

6.1 This Agreement may be terminated as follows:

6.1.1 This Agreement may be terminated by either party upon the expiration of the then-current term of this Agreement, provided that at least 30 days prior written notice is given to the other party; or

6.1.2 This Agreement may be terminated by either party upon 30 days prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.



## 6.2. Cancellation Under Multi-year Agreements

6.2.1. "Cancellation," as used in this clause, means that the Customer is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Customer -

6.2.1.1. Notifies the Vendor that funds are not available for contract performance for any subsequent program year; or

6.2.1.2. Fails to notify the Vendor that funds are available for performance of the succeeding program year requirement.

6.2.2. Except for cancellation under this clause or termination due to breach, any reduction by the Customer in the requirements of this contract shall be considered an early exit of a Multi-year Agreement,

6.3. Early Exit. In the case of Multi-year Agreements, a penalty may be assessed against the Customer for early exit. The termination penalty may not exceed the balance of the agreement, reflecting the fee normally assessed each year for the annual support of the Licenses as specified in Exhibit A.

6.4. Following termination of this Agreement, Vendor shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Customer may continue to use any work supplied to Customer by Vendor for the remaining term of the License Agreement. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the highest rate allowed by applicable law.

## **Section 7 - Hiring of Vendor's Personnel**

7.1 Additional Value from Hiring. Customer acknowledges that Vendor provides a valuable service by identifying and assigning personnel for Customer's work. Customer further acknowledges that Customer would receive substantial additional value, and Vendor would be deprived of the benefits of its work force, if Customer were to directly hire Vendor's personnel after they have been introduced to Customer by Vendor.

7.2 No Hiring Without Prior Consent. Without the prior written consent of Vendor, Customer shall not recruit or hire any personnel of Vendor who are or have been assigned to perform work until one (1) year after the completion of the last work performed on behalf of the Customer.

7.3 Hiring Fee. In the event that Customer hires any personnel of Vendor who are or have been assigned to perform work for Customer, Customer shall pay Vendor, within one (1) year of the date of such hiring, an amount equal to twenty-five percent (25%) of the total first-year compensation Customer pays such personnel as a fee for the additional benefit obtained by Customer.

## **Section 8 - Miscellaneous**

8.1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

8.2 This Agreement and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Iowa.

8.3 In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.

8.4 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties.



8.5 The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right may that such party hold under this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

**(Customer) Story County**

By: \_\_\_\_\_

(Please type or print)

Signature: *Li K. Hobbs*

Title: Chair, BOS

Date: 7-6, 2021

**Address: 900 6th Street**

**Nevada, IA 50201**

Telephone Number 515-382-7244

Attachments - Exhibit A pages 1 & 2

**(Vendor) "Solutions", Inc.**

By: **Alaire E. Nielsen**

(Please type or print)

Signature: \_\_\_\_\_

Title: **Chief Financial Officer**

Date: \_\_\_\_\_, 2021

**Address: 2311 West 18<sup>th</sup> St,**

**Spencer, Iowa 51301-2631**

Telephone Number **(712) 262-4520**



**RESOLUTION NO. 22-01**

**UN-COMMITMENT OF FUND BALANCE**

WHEREAS Resolution No 17-36 committed funds intended to offset conservation impacts to Story County, and

WHEREAS Resolution No 19-23 un-committed funds, and

WHEREAS Resolution No 19-69 un-committed funds, and

WHEREAS Resolution No 20-08 un-committed funds, and

WHEREAS Resolution No 20-84 un-committed funds, and

WHEREAS Resolution No 20-110 un-committed funds, and

WHEREAS Resolution No 21-81 un-committed funds, and

WHEREAS the Story County Conservation Board and the Story County Board of Supervisors have identified projects/purchases that qualify, and

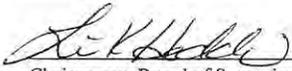
WHEREAS, it is desired to un-commit an amount for use of fund balances for certain purposes, in accordance with the Governmental Accounting Standards Board (GASB) 54 instructions,

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

**UN-COMMIT:**

General funds in the amount of \$3,198 shall be un-committed for HOINT.

Approved this 6th day of July, 2021

  
Chairperson, Board of Supervisors

Attest  
  
County Auditor

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

ALLOWED BY VOTE  
OF BOARD    Yea 3    Nay 0    Absent 0

 Above tabulation made by   
CHAIRPERSON





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.storycountyiaowa.gov](http://www.storycountyiaowa.gov)

**APPROVED** **DENIED**  
Board Member Initials: AM  
Meeting Date: 7-20-21  
Follow-up action: \_\_\_\_\_

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Marcus Amman, Planning and Development Planner  
**RE:** Zoning permit and site development plan for proposed addition and new shop building  
Man Cave Estates LLC, 60754 Lincoln Highway, Nevada, (Parcel 1011250100)  
**DATE:** July 6, 2021

Dave Sly, the owner of Man Cave Estates LLC., is proposing a new shop addition as well as a new building at 60754 Lincoln Highway. This is the existing location of Man Cave Estates LLC., which rents out spaces within the warehouses. The addition will add 6,400 square feet (80' x 80') to Building 2. Proposed Building 3 will be 10,800 square feet (60' x 180').

The buildings are divided into suites. Building 2 will have a total of 5 units after the addition is completed. Building 3 will have a total of 9 units. The suites are rented out to people for various uses. Each unit in Building 3 will be 60' x 20'. The use commercial warehousing is permitted in the Commercial/Light Industrial zoning district and compatible with the future land use designation or Urban Expansion Area for the City of Nevada.

The submitted site plan and zoning permit were reviewed for conformance with the following sections in Chapter 86 and 88 of the Story County Land Development Regulations:

- **86.10 Commercial/Light Industrial District:** All setback and height requirements are met. There is no side setback required in the Commercial/Light Industrial District, however, the plans show a 10 foot side setback for Building 3.
- **88.05 Environmental and Natural Resource Standards:** The applicant will not be disturbing over an acre of area. A stormwater management plan is not required. The applicant has been informed that the acre requirement is cumulative and understands that any additional disturbance may trigger the need for a stormwater management plan. Staff and the applicant have communicated about the county's erosion control requirements regarding temporary and final stabilization and having a concrete washout on site. Staff recommends a condition that the pad for proposed Building 3 is stabilized until work is ready to commence. The applicant indicated the building may not be immediately constructed.
- **88.08 Parking and Circulation Standards:** New parking is proposed. The total number of existing and proposed parking spaces is 32. Two parking spaces are accessible and 30 are standard parking spaces. This number of parking spaces meets the county maximum parking requirement of one space per 1,000 square feet. Staff recommends a condition that the final permits for the buildings shall not be issued until the parking spaces have been adequately marked.
- **88.09 Site Lighting:** Lighting over 1,800 lumens is required to be shielded. The applicant has submitted lighting specifications showing all existing and proposed lighting would be shielded,



DEEMED

APPROVED

meeting the requirements. Staff recommends a condition that the final permits for the buildings shall not be issued until the lighting meets our requirements as the existing lighting needs to be retrofitted.

- **88.10 Screening of Mechanical Equipment and Refuse Collection Areas:** The loading dock is recessed four feet below grade and will have trees planted on the north side of the dock to provide additional screening. 88.07 Fence and Walls requirements for height and design requirements are met. Staff recommends a condition that the final permits for the buildings shall not be issued until the refuse (dumpsters) screening also meets our requirements.
- **88.11: Minimum Landscaping Standards:** The area of the impervious surface is 33,920 square feet. Our landscaping requirement requires 20% of the total impervious surface to be landscaped. The county also requires one tree for every five parking spaces. The proposed landscaping meets the requirement of our impervious surface requirement as well as our parking lot tree planting requirement.
- **88.13 Traffic Impact Analysis:** A Traffic Impact Study was submitted. The analysis shows that the site will result in 72 trips per day. Access to the site is provided by Lincoln Highway. The development is not anticipated to have an impact on the level of service. The traffic impact study was routed to the County Engineer. No additional traffic study or improvements are needed. The Board of Supervisors may waive the further Traffic Impact Study.

As the site plan meets all requirements in the Story County Land Development Regulations, Planning and Development staff recommended the board approve the site plan and zoning permit with the following conditions:

1. Waive the traffic impact study.
2. Final permits for the buildings shall not be issued until the refuse screening meets our requirements.
3. Staff recommends a condition that the final permits for the buildings shall not be issued until the lighting (existing and proposed) meets our requirements.
4. Staff recommends a condition that the final permits for the buildings shall not be issued until the parking spaces have been adequately marked.
5. Staff recommends a condition that the pad for proposed Building 3 is stabilized for erosion control until work on the building is ready to commence.





quick search:

File #  
Permit #  
License #



Home My Account Create Search Reports Support Center Administration Logout

### Permit Project



File #: 21-000203 ...  
60754 Lincoln Highway Nevada IA 50201

No image found for this file. [click here to upload an image](#)

Permits Suspensions Renewals Applications Costs & History

Edit Permit: Z21-000096



Permit #: Z21-000096  
 Permit Type: Zoning Permit (Building Permit)  
 Sub Type: Non-Residential (Commercial) ▾  
 Work Description: warehouse

Applicant:	Mancave Estates - David Sly ▾ ...	
Status:	Online Application Received ▾	Application Date: 05/27/2021
Total Amount:	\$ 306.32	Approval Date:
Amount Paid:	\$ 306.32	Issue Date:
Balance Due:	\$ 0.00	Expiration Date:
Valuation:	170,880.00 ...	Close Date:
Non-Billable:	<input type="checkbox"/>	Last Inspection:
PDP Expiration Date:		Final Expiration Date:

I understand I must contact the County Engineers office for an access permit for a new drive or paving or widening an existing drive (515-382-7355 or [engineerweb@storycountyowa.gov](mailto:engineerweb@storycountyowa.gov)) ([Check box below to agree](#))

I understand:

If no address has been assigned to this parcel, please first apply for a 911 permit for this address.

Enter 911 permit number here (EX: N20-000001):

Floodplain permit number (if applicable):

Is applicant a Property Owner ▾  
contractor or the property owner?

Please provide the following information on your project

Use of Structure: warehouse Dimensions: 80'x80'  
 Height: 20'  
 Is this application for a solar energy system: No ▾

Is this for a new

dwelling? (Check box if yes)

Anchor Store  
Square Footage:  
Apartment Building  
Square Footage:  
Auto Service  
Square Footage:

Bank Primary  
Location without  
basement Square  
Footage:  
Bank Drive-Up  
without basement  
Square Footage:

Bed and Breakfast  
House Value:  
Campground  
Buildings Square  
Footage:  
Car Wash - Self  
Service Square  
Footage:  
Church Square  
Footage:  
Day Care Square  
Footage:

Fertilizer Building  
Square Footage:  
Gas Station With  
Bays Square  
Footage:  
General Office  
Building (with  
basement) Square  
Footage:  
Greenhouse With  
Utilities Square  
Footage:  
Grain Storage Crib  
Type Square  
Footage:

Grain Storage Flat  
Storage Square  
Footage:  
Gym Square  
Footage:

Auto Sales Square  
Footage:  
Bank Primary  
Location with  
basement Square  
Footage:  
Bank Drive-Up with  
basement Square  
Footage:

Banquet/Concert  
Halls, Gathering  
Spaces Square  
Footage:

Bowling Alley  
Square Footage:  
Car Wash - Full  
Service Square  
Footage:

Car Wash - Drive  
Thru Square  
Footage:  
Convenience Store  
Square Footage:  
Fence Linear Feet:

Franchise Service  
Square Footage:  
Gas Station Without  
Bays Square  
Footage:  
General Office  
Building (without  
basement) Square  
Footage:

Greenhouse Without  
Utilities Square  
Footage:  
Grain Storage  
Concrete or Steel  
Type Square  
Footage:

Grocery Square  
Footage:  
Library Square  
Footage:

Lodge or Fraternal  
building Square  
Footage:

Manufacturing  
Heavy Square  
Footage:

Medical/Dental  
Office Building (with  
basement) Square  
Footage:  
Motel/Hotel Square  
Footage:

Nursing Home  
Square Footage:  
Retail Store Small  
(one level) Square  
Footage:  
School Square  
Footage:

Shopping Center  
Regional Square  
Footage:  
Storage Shed  
Without Utilities  
Square Footage:  
Theatre Square  
Footage:  
Tower Monopole  
Linear Feet:

Warehouse Square 6400  
Footage:

Water Supply  
Treatment Facility  
Engineer's  
construction  
value/bid:

Lumber Storage  
(office area  
separate: see item  
16) Square Footage:  
Manufacturing Light  
Square Footage:

Medical/Dental  
Office Building  
(without basement)  
Square Footage:  
Motel/Hotel Common  
Area Square  
Footage:

Restaurant Square  
Footage:  
Retail Store Large  
Square Footage:

Shopping Center  
Neighborhood  
Square Footage:

Storage Shed With  
Utilities Square  
Footage:  
Swimming Pool  
Square Footage:

Tower Guyed Linear  
Feet:  
Tower Self  
Supporting Linear  
Feet:

Wastewater Supply  
Treatment Facility  
Engineer's  
construction  
value/bid:  
Wind Energy  
Systems Engineer's  
construction  
value/bid:

Please check the following boxes to acknowledge:

I will contact my electric provider for setback requirements from electric lines



I understand that a State Electrical Inspection and Permit may be required.

Apply online at <https://iowaelectrical.gov/> or contact Mark Miller with the State Fire Marshal Division Electrical Bureau at 515-210-0832 or [mcmiller@dps.state.ia.us](mailto:mcmiller@dps.state.ia.us).



Required Attachments

**Site Development**

**Plan showing** SITE PLAN VER 2021 05 20.pdf

**proposed building** 2021 06 01 60754 LINCOLN HIGHWAY

**in relation to** NEVADA SITE PLAN.pdf

**property,** 2021 06 01 Traffic Impact Analysis.pdf

**setbacks, and**

**conformance with**

**Chapter 88**

**General Site**

**Planning**

**Standards.:**

**Blue**

**Prints/Construction** Man Cave Estates Add\_Prelim-2.pdf

**Drawings, attach**

**for all buildings**

**applying for:**

**Additional**

**Documents:** Truck Parking Diagram.pdf

Renaud Contour Map w Aerial.pdf

ManCave Estates Building#2 Phase#2 - May 2021.pdf

Interagency Review Comments Letter - Mancave.pdf

Recorded Easement.pdf

Will there be any Tier 2 materials onsite?

Certification and Signature

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

**Signature:** signature.png

---INTERNAL ONLY---

Add \$100 Violation

Fee:

Conditions:

Permit Fees

Quantity	Fee	Description	Amount	Total
	Zoning Fee			256.32
	Site Plan Review Fee			50.00
		Plan Check Fees:		306.32
		Other Fees:		0.00
		<b>Total Fees:</b>		<b>306.32</b>

Payments

Date	Type	Reference	Note	Receipt #	Received From	Amount
05/27/2021	Check	1372		181	Mancave Estates - David Sl	256.32
05/27/2021	Check	1371		182	Mancave Estates - David Sl	50.00
					<b>Amount Paid:</b>	<b>306.32</b>
					<b>Balance Due:</b>	<b>0.00</b>

## SITE PLAN DATA

**NAME OF PROJECT** Man Cave Estates Addition  
Building No. 2 Expansion and Building No. 3

**PROJECT ADDRESS** 60754 Lincoln Highway

**OWNER** Dave Sly  
Man Cave Estates LLC  
603 T Avenue  
Nevada, Iowa 50201  
Phone - (515) 450-2335  
Email: dave@proplanner.com

**APPLICANT** Same as owner

**PREPARED BY** Scott Renaud, P.E.  
Renaud Engineering LLC  
PO Box 662  
Ames, Iowa 50010  
Phone - (515) 418-1877  
Email - renaudeng@gmail.com

**LEGAL DESCRIPTION** Irregular Parcel Description  
Story County Parcel ID 1011250010

**SITE AREA** 2.70 Acres

**ZONING** C-Li (Commercial/Light Industrial District)

### BULK REGULATIONS

Minimum Lot Area - No minimum  
Minimum Lot Width = No minimum  
Minimum Front Yard = 50 feet  
Minimum Side Yard = 0 feet  
Minimum Rear Yard = 20 feet  
Maximum Height = 45 feet  
Corner Setback = 40 feet

**ELEVATION DATUM** USGS

### STORMWATER MANAGEMENT PLAN

Less than 1 acre of hard surface being added.

### GREENSPACE CALCULATIONS

Required greenspace required is 20%  
Greenspace supplied = 26.3%

**PAVING** Paving will be 8" of asphalt millings roller compacted on a prepared & compacted subgrade. Handicap spaces will be paved with PCC.

**LIGHTING** All lighting off the buildings. Reference building plans. Full cut off fixtures provided for all fixtures over 1800 lumens. All existing lighting fixtures to be converted to full cut off.

### MAXIMUM PARKING REQUIREMENTS

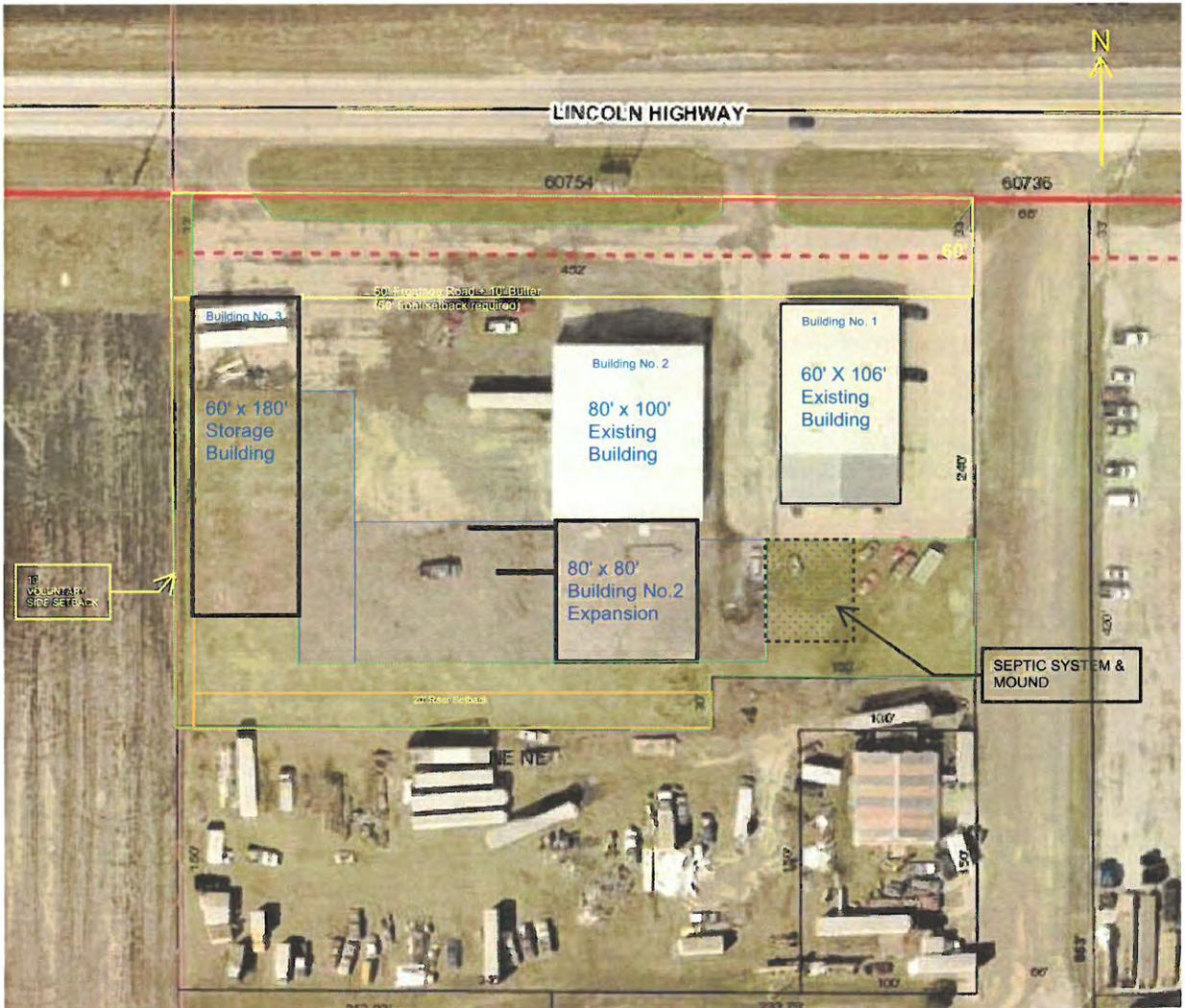
1 space per 1,000 s.f. of warehouse.  
Parking Spaces Provided = 32 spaces  
(2 Handicap and 30 Standard Spaces)

### AREA CALCULATIONS

Building Coverage - Existing and Proposed = 31,560 square feet  
Proposed Building and Parking Expansion Area = 33,920 s.f. = 0.78 acre  
Greenspace (as shown on the site plan) = 30,870 s.f.

### SEPTIC SYSTEM

All buildings will use the existing septic system.  
Building No. 2 Expansion - connect to Building No. 2 sanitary sewer.  
Building No. 3 - Pump to the existing septic system.



10' VOLUNTARY SIDE SETBACK

Building No. 3  
60' x 180'  
Storage Building

Building No. 2  
80' x 100'  
Existing Building

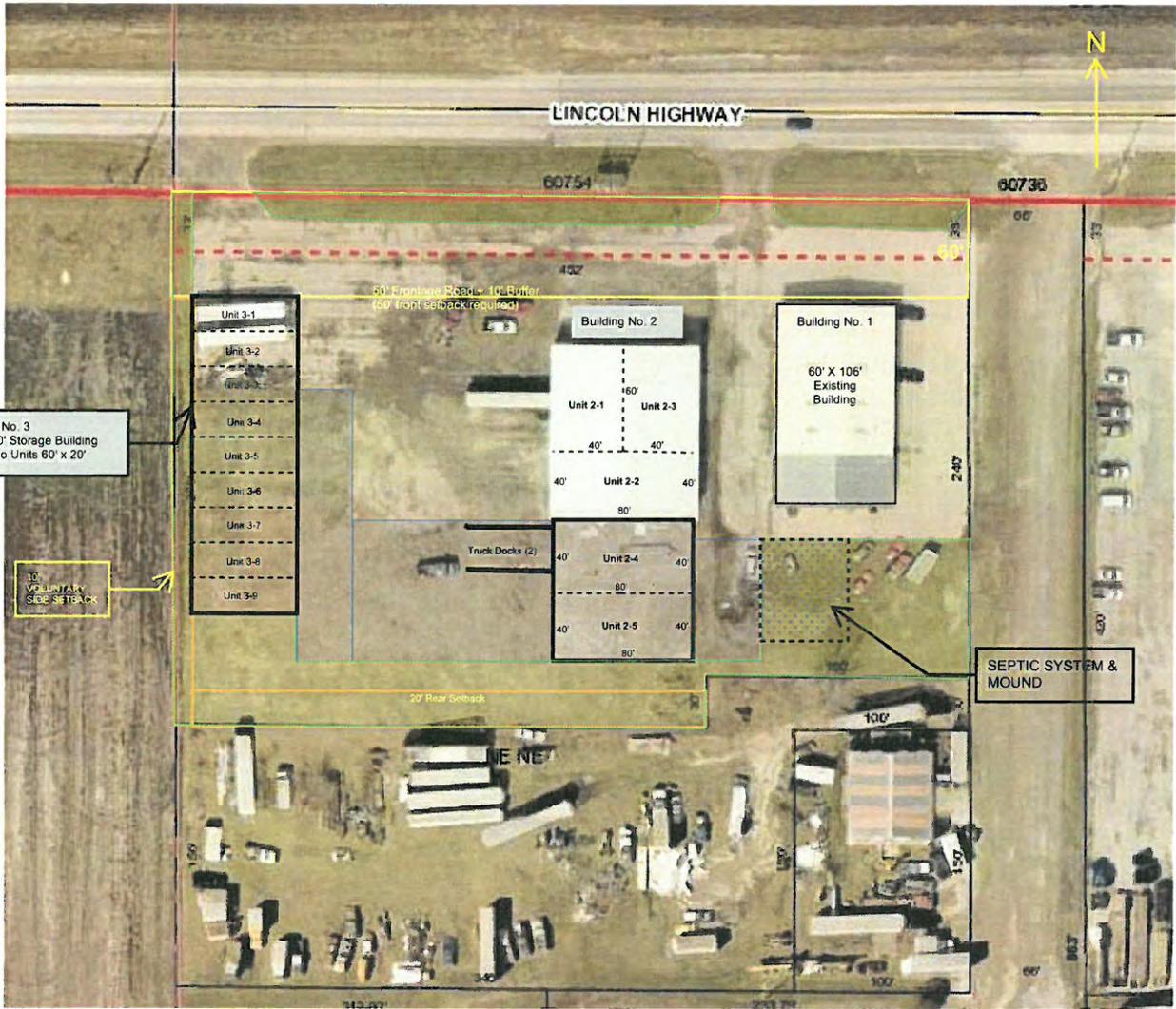
Building No. 1  
60' X 106'  
Existing Building

80' x 80'  
Building No. 2  
Expansion

SEPTIC SYSTEM & MOUND

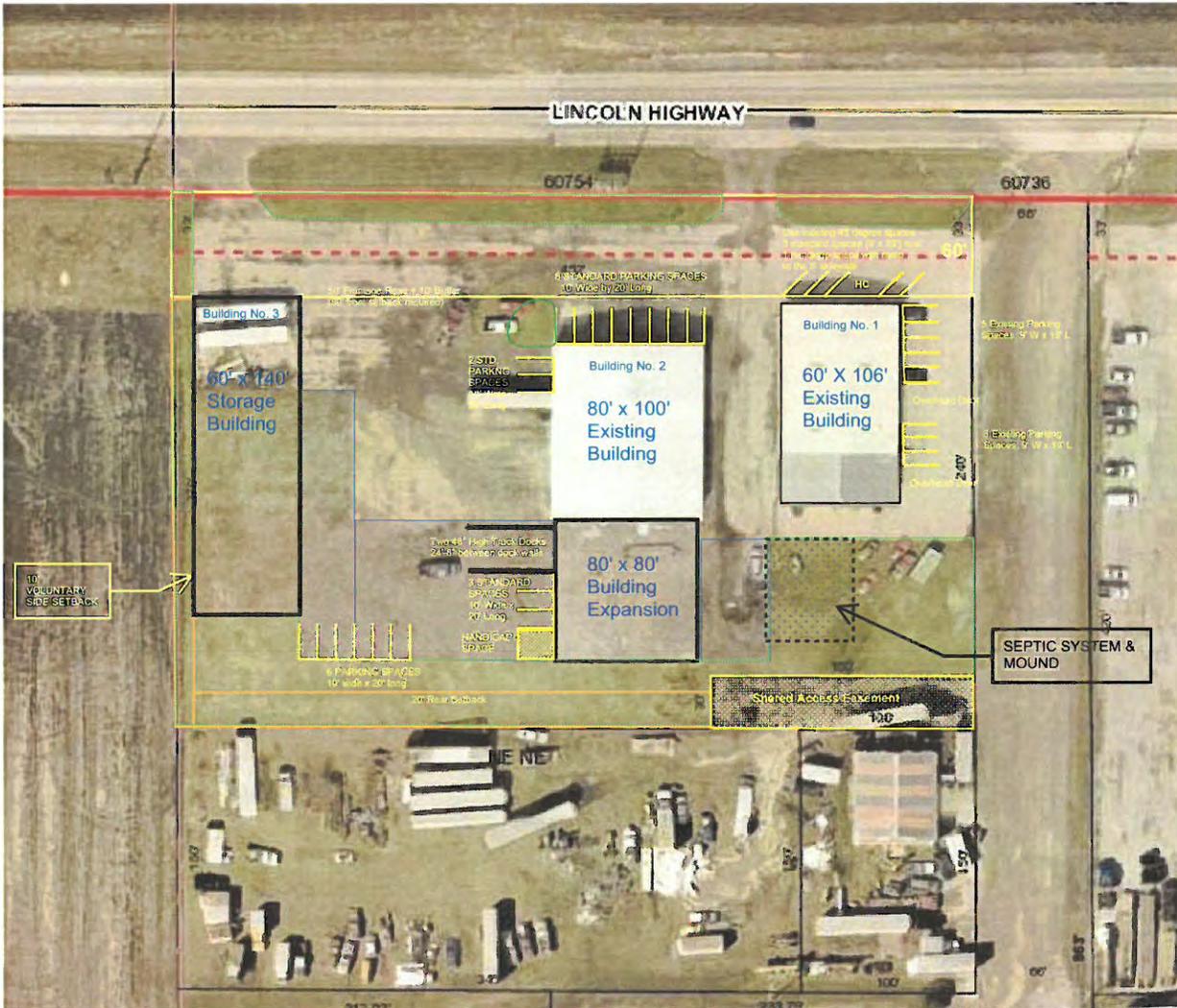
- GREENSPACE
- ADDED PAVEMENT
- SEPTIC FIELD & MOUND

SITE PLAN  
MAN CAVE ESTATES LLC  
60754 LINCOLN HIGHWAY  
NEVADA, STORY COUNTY



- GREENSPACE
- ADDED PAVEMENT
- SEPTIC FIELD & MOUND

CONDOMINIUM PLAN  
 MAN CAVE ESTATES LLC  
 60754 LINCOLN HIGHWAY  
 NEVADA, STORY COUNTY

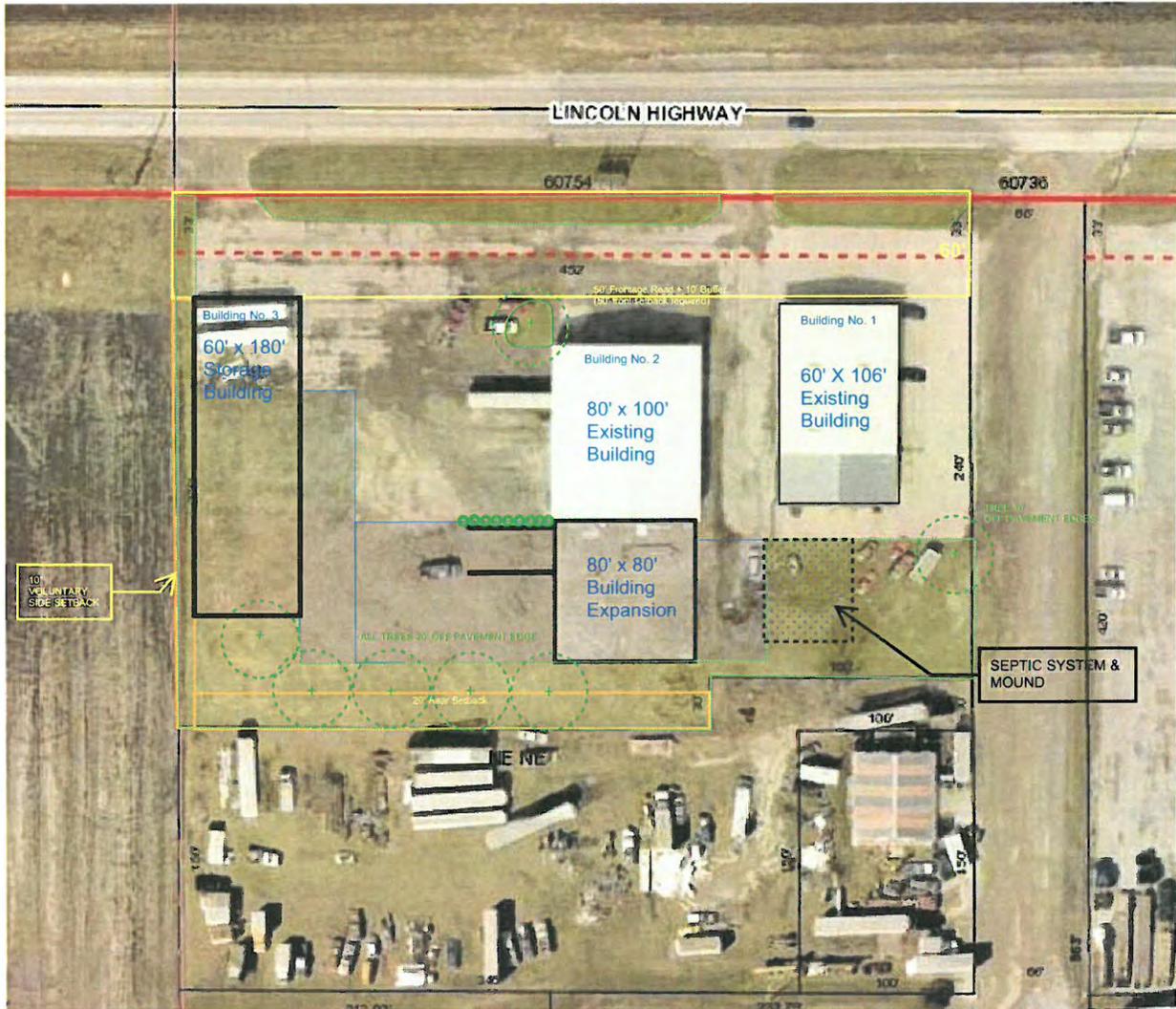


- GREENSPACE
- ADDED PAVEMENT
- SEPTIC FIELD & MOUND

**PARKING SPACE STANDARDS**  
 STANDARD PARKING SPACE 10' WIDE BY 20' DEEP  
 HANDICAP PARKING IS PAVED IN PCC  
 HANDICAP PAVED PAD IS 18' WIDE BY 20' DEEP  
 HANDICAP INCLUDES 8' AISLE AND 8' SPACE  
 HANDICAP SIGNAGE AS PER CODE ATTACHED TO BUILDING  
 STRIPE AISLE AND SPACE  
 PAINTED HANDICAP SYMBOL IS NOT REQUIRED

Maximum Spaces Allowed = 32  
 Standard Spaces Supplied = 30  
 Van Accessible Handicap Spaces Provided = 2  
 TOTAL PARKING SPACES SUPPLIED = 32

**PARKING SITE PLAN**  
**MAN CAVE ESTATES**  
**60754 LINCOLN HIGHWAY**  
**NEVADA, STORY COUNTY**



- GREENSPACE
- ADDED PAVEMENT
- SEPTIC FIELD & MOUND

+ SILVER MAPLE  
 40' RADIUS SHOWN  
 ULTIMATE HEIGHT IS 100  
 ULTIMATE 60" DIAMETER

Hicks Yew - #3 Container  
 10 Plants Req'd for Truck Dock Screen  
 4' Radius Shown - Plant at 4' Spacing  
 Ultimate Height is 12'  
 Ultimate 6' Diameter  
 Can be trimmed for a hedge.

**TREE PLANTING PLAN**  
**MAN CAVE ESTATES**  
**60754 LINCOLN HIGHWAY**  
**NEVADA, STORY COUNTY**

**TRAFFIC IMPACT STUDY  
MAN CAVE ESTATES LLC  
60754 Lincoln Highway, Nevada, Iowa**

This traffic impact study was prepared by me and I  
am a duly registered Professional Engineer in  
the State of Iowa.



---

Scott Renaud, P.E.  
Iowa Registration No. 12019  
My license expires December 31, 2022

JUNE 1, 2021

Date

This is a traffic impact study for Man Cave Estates LLC, 60754 Lincoln Highway in west Nevada, Iowa. The site is 2.70 acres. The completed site will have 31,560 square feet of flex space; storage, warehouse, and service industries. The existing site has a total of 14,360 s.f. in two buildings. The expansion of Building No. 2 and an addition of Building No. 3 adds an additional 17,200 s.f. of building.

This study is in general conformance with Story County Ordinance 88.13 - Traffic Impact and Analysis and Study. The *fully developed* site is a low volume traffic generator with traffic less than 100 average daily trips.

Given the low traffic volume and the transitional nature of the buildings' uses it should not be necessary to perform a detailed traffic impact analysis. Therefore this study is focused on the required information for the Traffic Impact Analysis only (Story County Code 83.13.3).

It is very difficult to ascertain an Institute of Transportation Engineers (ITE) land use code of the variety of the uses that flex space allows. The property owner indicates that with the building expansion there is an expected total of 12 part time or full time employees. The parking requirement of 1 space per 1,000 s.f. of warehouse/flex would indicate 32 parking spaces are required; well in excess of the number of expected employees. The parking requirement closely corresponds to the values used in ITE guidance to determine Average Daily Traffic (ADT), and peak AM and PM trips from the site.

Using the 12 employee figure and 4-6 trips per day per employee the site would generate and ADT 48 to 72 trips. Peak AM or PM would generate an estimated 12 trips (one per employee).

Figure A shows the area of the traffic study 1/4 mile from the project site. This contains only one significant street intersection; 610<sup>th</sup> Avenue and Lincoln Highway.

610<sup>th</sup> Street has an 2019 ADT of 2,010 vehicles per day (vph). Lincoln Highway has an ADT of 4,850 vpd in front of the project site. The volume on Lincoln Highway increases to 5,600 vpd east of 610<sup>th</sup> Avenue.

The amount of traffic added is very small in relation to the current traffic volume; approximately 2% of traffic would be attributable to the site's uses.

Also attached is the traffic accident reports for the segment 1/4 mile each direction of the access point of the site. In 10 years (2011 to 2021) there were 13 recorded accidents. Looking more specifically at Lincoln Highway adjacent or near the property there were 2 accidents in 10 years and both were only property damage. The Iowa Department of Transportation's Crash Analysis reports have been attached to this report for review.

All the street intersections and the site intersections have excellent visibility. The site and area have been set up to use a frontage road to access future street intersections.

No street or intersection improvements should be necessary for the intended uses for the site.

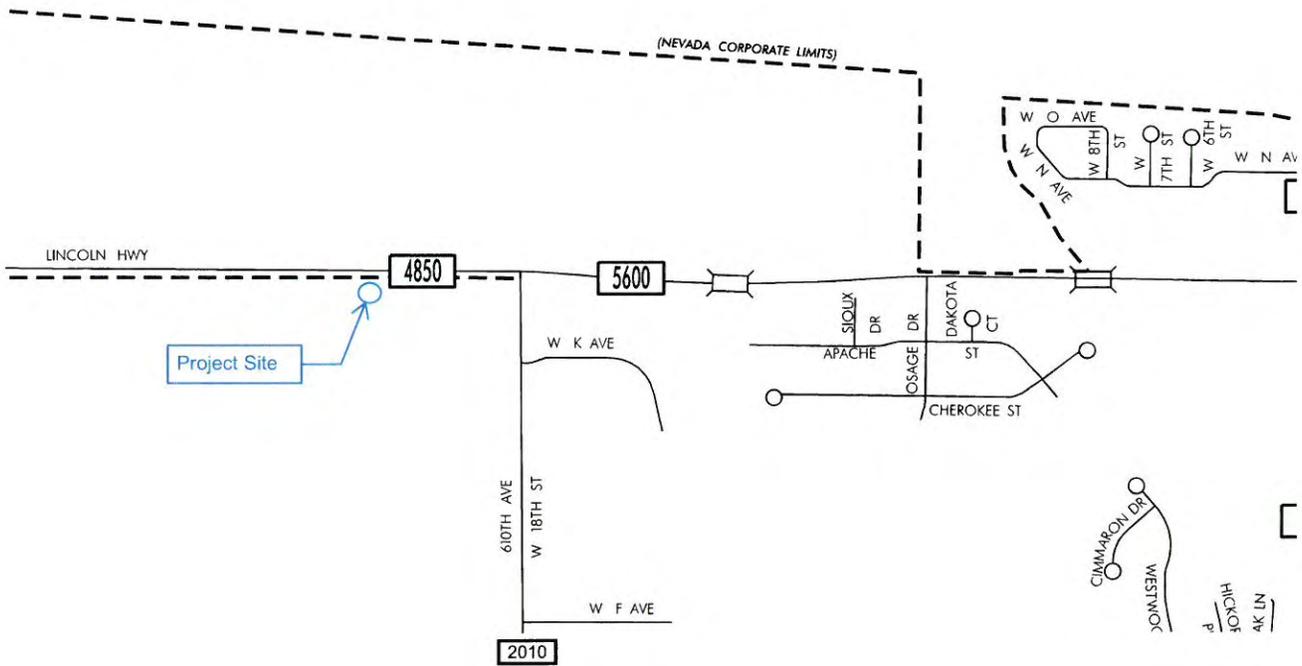


FIGURE A  
 2019 Average Annual Daily Traffic  
 Iowa Department of Transportation



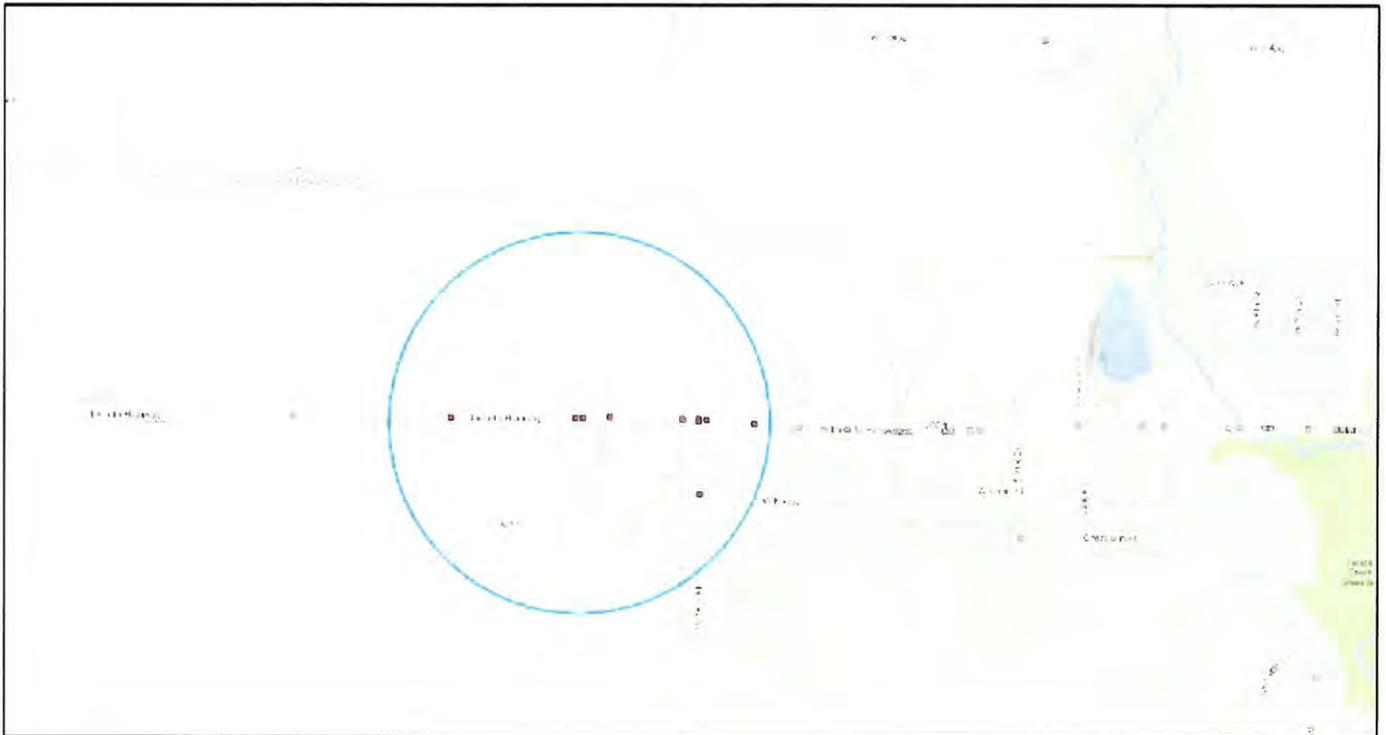
Iowa Crash Analysis Tool  
 Quick Report  
 2011-2021

Crash Severity	13
Fatal Crash	0
Suspected Serious Injury Crash	1
Suspected Minor Injury Crash	2
Possible/Unknown Injury Crash	2
Property Damage Only	8

Injury Status Summary	10
Fatalities	0
Suspected serious/incapacitating	4
Suspected minor/non-incapacitating	3
Possible (complaint of pain/injury)	2
Unknown	1

Property/Vehicles/Occupants	
Property Damage Total (dollars):	119,799.00
Average (per crash dollars):	9,215.31
Total Vehicles:	25.00
Average (per crash):	1.92
Total Occupants:	31.00
Average (per crash):	2.38

Average Severity	
Fatalities/Fatal Crash:	0.00
Fatalities/Crash:	0.00
Injuries/Crash:	0.69
Major Injuries/Crash:	0.31
Minor Injuries/Crash:	0.23
Possible/Unknown Injuries/Crash:	0.15





Iowa Crash Analysis Tool  
Quick Report  
2011-2021

Major Cause			13
Animal	0	Ran traffic signal	0
Ran stop sign	0	Failed to yield to emergency vehicle	0
FTYROW: At uncontrolled intersection	0	FTYROW: Making right turn on red signal	0
FTYROW: From stop sign	0	FTYROW: From yield sign	0
FTYROW: Making left turn	0	FTYROW: From driveway	1
FTYROW: From parked position	0	FTYROW: To pedestrian	0
FTYROW: Other	0	Drove around RR grade crossing gates	0
Disregarded RR Signal	0	Crossed centerline (undivided)	2
Crossed median (divided)	0	Traveling wrong way or on wrong side of road	2
Aggressive driving/road rage	0	Driving too fast for conditions	2
Exceeded authorized speed	0	Improper or erratic lane changing	0
Operating vehicle in an reckless, erratic, ca...	0	Followed too close	2
Passing: On wrong side	0	Passing: Where prohibited by signs/markings	0
Passing: With insufficient distance/inadequa...	0	Passing: Through/around barrier	0
Passing: Other passing	0	Made improper turn	0
Driver Distraction: Manual operation of an e...	0	Driver Distraction: Talking on a hand-held d...	0
Driver Distraction: Talking on a hands free ...	0	Driver Distraction: Adjusting devices (radio...	0
Driver Distraction: Other electronic device ...	0	Driver Distraction: Passenger	0
Driver Distraction: Unrestrained animal	0	Driver Distraction: Reaching for object(s)/f...	0
Driver Distraction: Inattentive/lost in thou...	0	Driver Distraction: Other interior distracti...	0
Driver Distraction: Exterior distraction	0	Ran off road - right	0
Ran off road - straight	0	Ran off road - left	0
Lost control	2	Swerving/Evasive Action	1
Over correcting/over steering	0	Failed to keep in proper lane	0
Failure to signal intentions	0	Traveling on prohibited traffic way	0
Vehicle stopped on railroad tracks	0	Other: Vision obstructed	0
Other: Improper operation	0	Other: Disregarded warning sign	0
Other: Disregarded signs/road markings	0	Other: Illegal off-road driving	0
Downhill runaway	0	Separation of units	0
Towing improperly	0	Cargo/equipment loss or shift	0
Equipment failure	0	Oversized load/vehicle	0
Other: Getting off/out of vehicle	0	Failure to dim lights/have lights on	0
Improper backing	0	Improper starting	0
Illegally parked/unattended	0	Driving less than the posted speed limit	0
Operator inexperience	0	Other	1
Unknown	0	Not reported	0
Other: No improper action	0		



**Iowa Crash Analysis Tool  
Quick Report  
2011-2021**

Time of Day/Day of Week														
Day of Week	12 AM to 2 AM	2 AM to 4 AM	4 AM to 6 AM	6 AM to 8 AM	8 AM to 10 AM	10 AM to Noon	Noon to 2 PM	2 PM to 4 PM	4 PM to 6 PM	6 PM to 8 PM	8 PM to 10 PM	10 PM to 12 AM	Not reported	Total
Sunday	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Monday	0	0	0	0	0	0	0	1	1	0	0	0	0	2
Tuesday	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Wednesday	0	0	0	0	1	1	2	0	1	0	0	0	0	5
Thursday	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Friday	0	0	0	0	0	0	1	0	2	0	0	0	0	3
Saturday	0	0	0	0	0	0	0	0	0	1	0	0	0	1
<b>Total</b>	0	0	1	0	2	1	3	1	4	1	0	0	0	13

Manner of Crash Collision		13	Surface Conditions		13
Non-collision (single vehicle)	2		Dry	9	
Head-on (front to front)	1		Wet	1	
Rear-end (front to rear)	4		Ice/frost	2	
Angle, oncoming left turn	1		Snow	1	
Broadside (front to side)	1		Slush	0	
Sideswipe, same direction	2		Mud, dirt	0	
Sideswipe, opposite direction	1		Water (standing or moving)	0	
Rear to rear	0		Sand	0	
Rear to side	1		Oil	0	
Not reported	0		Gravel	0	
Other	0		Not reported	0	
Unknown	0		Other	0	
			Unknown	0	

Fixed Object Struck		25	
Bridge overhead structure	0	Bridge pier or support	0
Bridge/bridge rail parapet	0	Curb/island/raised median	0
Ditch	3	Embankment	0
Ground	0	Culvert/pipe opening	0
Guardrail - face	0	Guardrail - end	0
Concrete traffic barrier (median or right sid...	0	Other traffic barrier	0
Cable barrier	0	Impact attenuator/crash cushion	0
Utility pole/light support	0	Traffic sign support	0
Traffic signal support	0	Other post/pole/support	0
Fire hydrant	0	Mailbox	0
Tree	0	Landscape/shrubbery	0
Snow bank	0	Fence	0
Wall	0	Building	0
Other fixed object	0	None (no fixed object struck)	22



Iowa Crash Analysis Tool  
Quick Report  
2011-2021

Driver Age/Driver Gender					
Driver Age - 5 year Bins	Female	Male	Not reported	Unknown	Total
< 14	0	0	0	0	0
= 14	0	0	0	0	0
= 15	0	1	0	0	1
= 16	0	1	0	0	1
= 17	0	0	0	0	0
= 18	1	0	0	0	1
= 19	0	1	0	0	1
= 20	0	0	0	0	0
>= 21 and <= 24	0	2	0	0	2
>= 25 and <= 29	2	1	0	0	3
>= 30 and <= 34	0	2	0	0	2
>= 35 and <= 39	2	2	0	0	4
>= 40 and <= 44	0	3	0	0	3
>= 45 and <= 49	0	0	0	0	0
>= 50 and <= 54	0	1	0	0	1
>= 55 and <= 59	1	0	0	0	1
>= 60 and <= 64	0	1	0	0	1
>= 65 and <= 69	1	0	0	0	1
>= 70 and <= 74	0	0	0	0	0
>= 75 and <= 79	0	1	0	0	1
>= 80 and <= 84	0	0	0	0	0
>= 85 and <= 89	0	0	0	0	0
>= 90 and <= 94	0	0	0	0	0
>= 95	0	0	0	0	0
Not reported	0	0	0	0	0
Unknown	0	0	1	0	1
<b>Total</b>	<b>7</b>	<b>16</b>	<b>1</b>	<b>0</b>	<b>24</b>

Alcohol Test Given	25
None	20
Blood	1
Urine	0
Breath	2
Vitreous	0
Refused	0
Not reported	2

Drug Test Given	25
None	22
Blood	0
Urine	1
Breath	0
Vitreous	0
Refused	0
Not reported	2

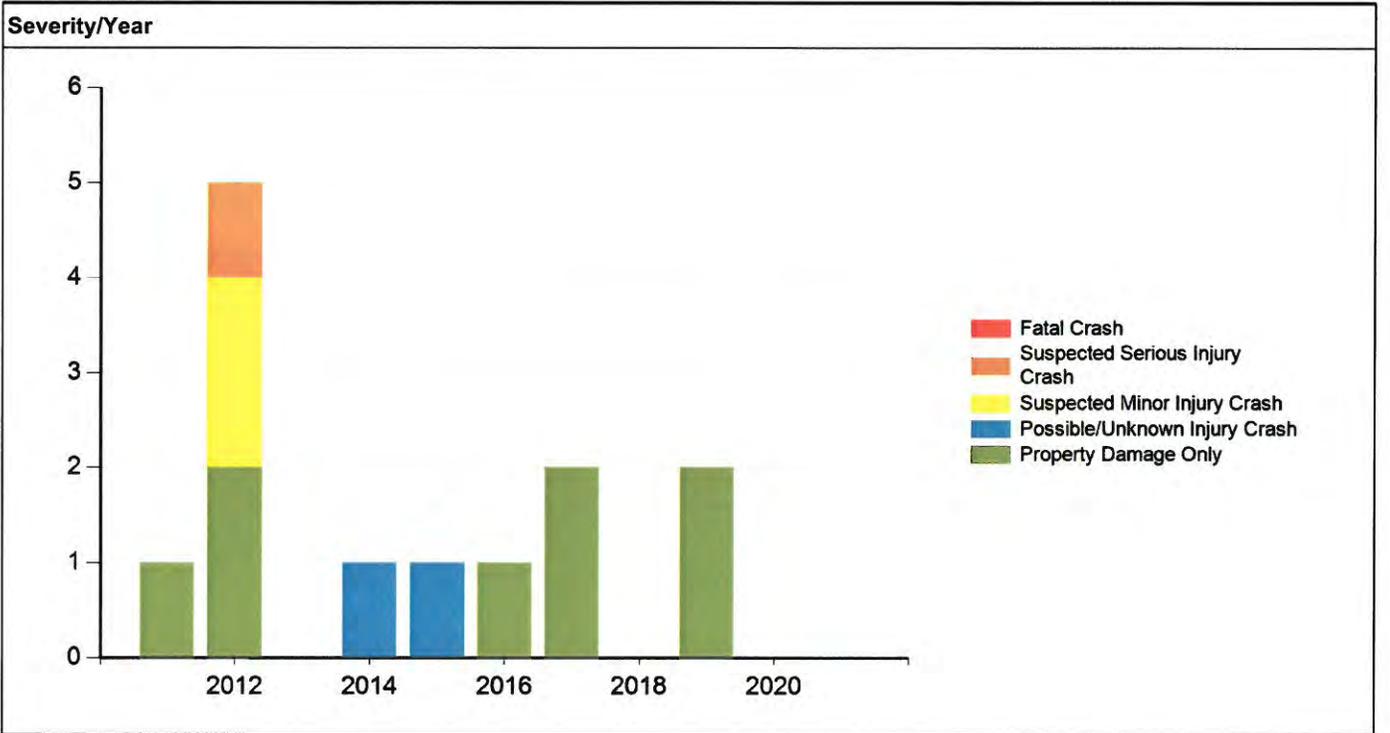
Drug Test Result	14
Negative	0
Cannabis	0
Central Nervous System depressants	0
Central Nervous System stimulants	0
Hallucinogens	0
Inhalants	0
Narcotic Analgesics	0
Dissociative Anesthetic (PCP)	0
Prescription Drug	0
Not reported	14
Other	0

Drug/Alcohol Related	13
Drug	0
Alcohol (< Statutory)	1
Alcohol (Statutory)	2
Drug and Alcohol (< Statutory)	0
Drug and Alcohol (Statutory)	0
Refused	0
Under Influence of Alcohol/Drugs/Medications	0
None Indicated	10



Iowa Crash Analysis Tool  
Quick Report  
2011-2021

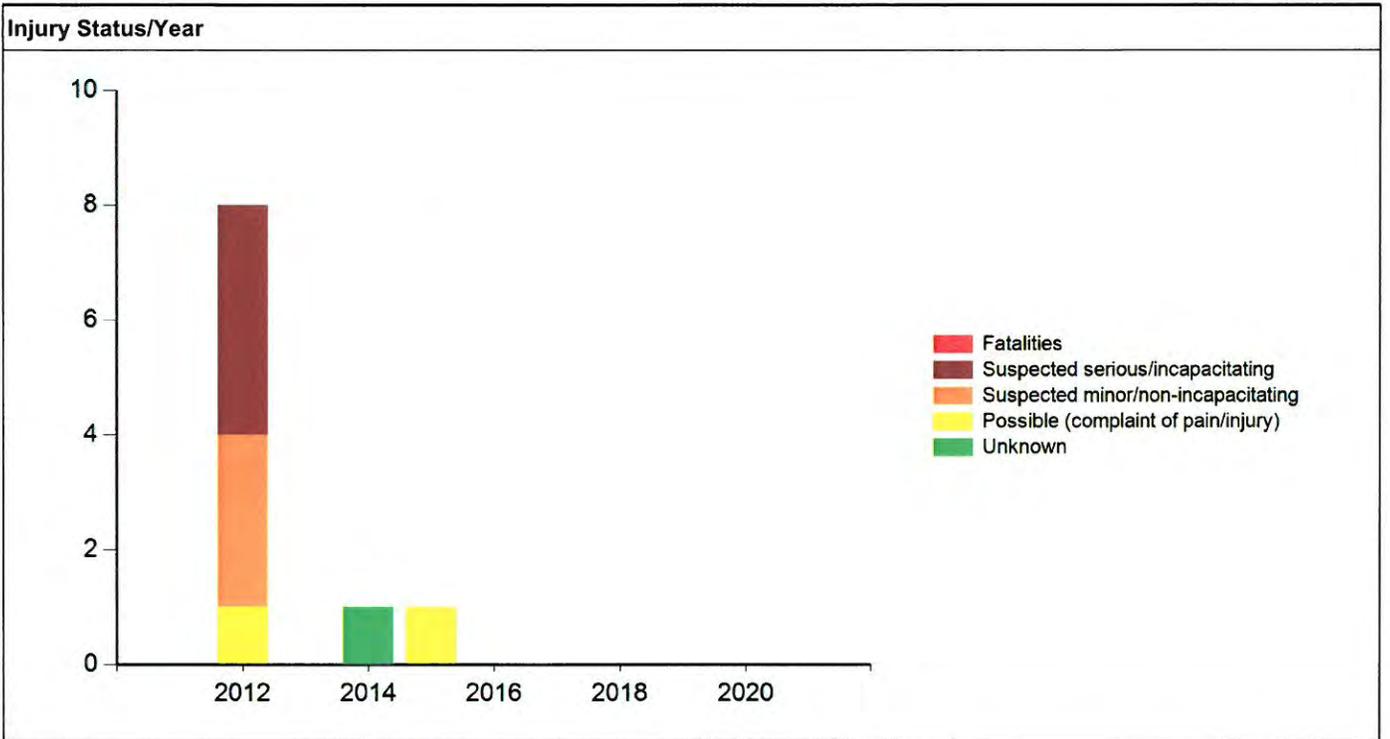
Crash Severity - Annual						
Crash Year	Fatal Crash	Suspected Serious Injury Crash	Suspected Minor Injury Crash	Possible/Unknown Injury Crash	Property Damage Only	Total
2011	0	0	0	0	1	1
2012	0	1	2	0	2	5
2013	0	0	0	0	0	0
2014	0	0	0	1	0	1
2015	0	0	0	1	0	1
2016	0	0	0	0	1	1
2017	0	0	0	0	2	2
2018	0	0	0	0	0	0
2019	0	0	0	0	2	2
2020	0	0	0	0	0	0
2021	0	0	0	0	0	0
<b>Total</b>	0	1	2	2	8	13





Iowa Crash Analysis Tool  
Quick Report  
2011-2021

Injury Status - Annual						
Crash Year	Fatalities	Suspected serious/incapacitating	Suspected minor/non-incapacitating	Possible (complaint of pain/injury)	Unknown	Total
2011	0	0	0	0	0	0
2012	0	4	3	1	0	8
2013	0	0	0	0	0	0
2014	0	0	0	0	1	1
2015	0	0	0	1	0	1
2016	0	0	0	0	0	0
2017	0	0	0	0	0	0
2018	0	0	0	0	0	0
2019	0	0	0	0	0	0
2020	0	0	0	0	0	0
2021	0	0	0	0	0	0
<b>Total</b>	0	4	3	2	1	10





Iowa Crash Analysis Tool  
Quick Report  
2011-2021

**Meeting the following criteria**

Jurisdiction: Statewide  
Year: 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021  
Map Selection: Yes  
Filter: None

**Analyst Information**

Quarter Mile Radius from Site Entrance



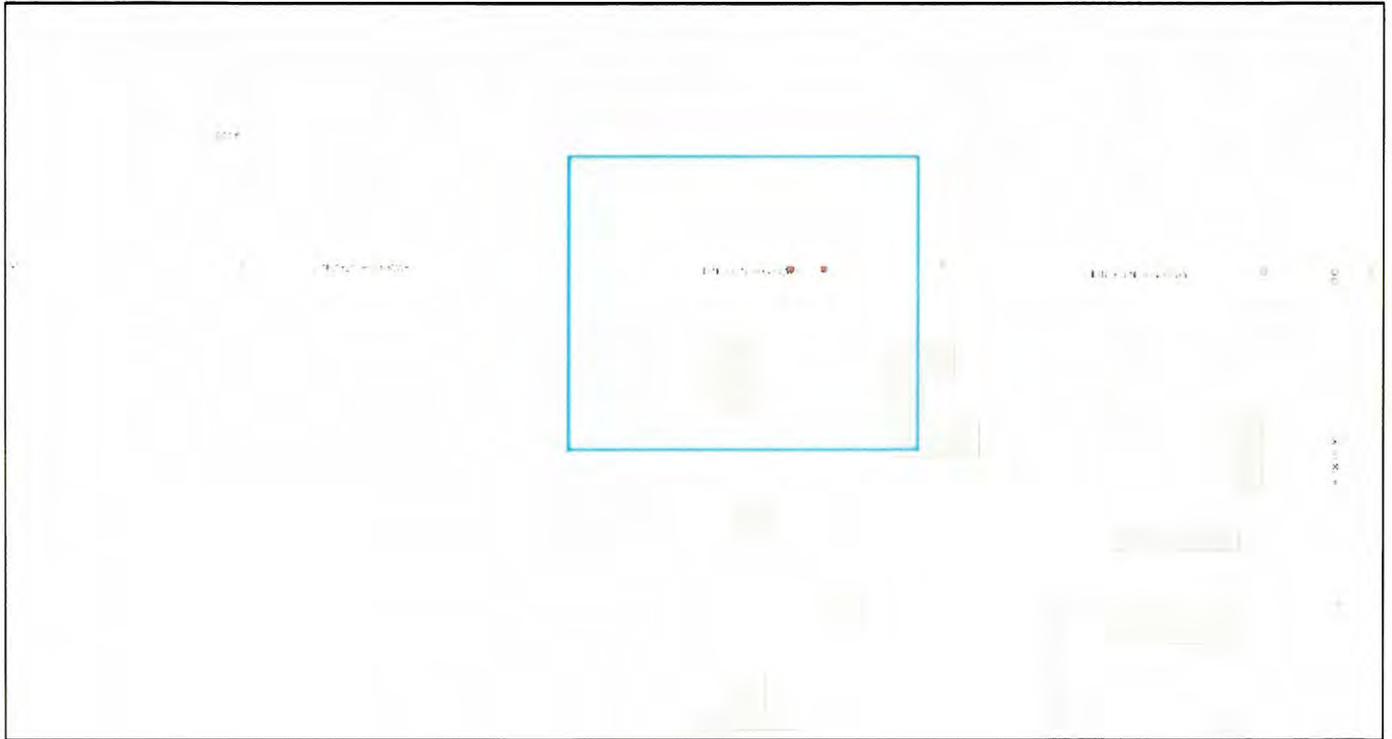
Iowa Crash Analysis Tool  
Quick Report  
2011-2021

Crash Severity	2
Fatal Crash	0
Suspected Serious Injury Crash	0
Suspected Minor Injury Crash	0
Possible/Unknown Injury Crash	0
Property Damage Only	2

Injury Status Summary	0
Fatalities	0
Suspected serious/incapacitating	0
Suspected minor/non-incapacitating	0
Possible (complaint of pain/injury)	0
Unknown	0

Property/Vehicles/Occupants	
Property Damage Total (dollars):	15,049.00
Average (per crash dollars):	7,524.50
Total Vehicles:	3.00
Average (per crash):	1.50
Total Occupants:	3.00
Average (per crash):	1.50

Average Severity	
Fatalities/Fatal Crash:	0.00
Fatalities/Crash:	0.00
Injuries/Crash:	0.00
Major Injuries/Crash:	0.00
Minor Injuries/Crash:	0.00
Possible/Unknown Injuries/Crash:	0.00





Iowa Crash Analysis Tool  
 Quick Report  
 2011-2021

Major Cause			2
Animal	0	Ran traffic signal	0
Ran stop sign	0	Failed to yield to emergency vehicle	0
FTYROW: At uncontrolled intersection	0	FTYROW: Making right turn on red signal	0
FTYROW: From stop sign	0	FTYROW: From yield sign	0
FTYROW: Making left turn	0	FTYROW: From driveway	0
FTYROW: From parked position	0	FTYROW: To pedestrian	0
FTYROW: Other	0	Drove around RR grade crossing gates	0
Disregarded RR Signal	0	Crossed centerline (undivided)	0
Crossed median (divided)	0	Traveling wrong way or on wrong side of road	0
Aggressive driving/road rage	0	Driving too fast for conditions	0
Exceeded authorized speed	0	Improper or erratic lane changing	0
Operating vehicle in an reckless, erratic, ca...	0	Followed too close	0
Passing: On wrong side	0	Passing: Where prohibited by signs/markings	0
Passing: With insufficient distance/inadequa...	0	Passing: Through/around barrier	0
Passing: Other passing	0	Made improper turn	0
Driver Distraction: Manual operation of an e...	0	Driver Distraction: Talking on a hand-held d...	0
Driver Distraction: Talking on a hands free ...	0	Driver Distraction: Adjusting devices (radio...	0
Driver Distraction: Other electronic device ...	0	Driver Distraction: Passenger	0
Driver Distraction: Unrestrained animal	0	Driver Distraction: Reaching for object(s)/f...	0
Driver Distraction: Inattentive/lost in thou...	0	Driver Distraction: Other interior distracti...	0
Driver Distraction: Exterior distraction	0	Ran off road - right	0
Ran off road - straight	0	Ran off road - left	0
Lost control	1	Swerving/Evasive Action	1
Over correcting/over steering	0	Failed to keep in proper lane	0
Failure to signal intentions	0	Traveling on prohibited traffic way	0
Vehicle stopped on railroad tracks	0	Other: Vision obstructed	0
Other: Improper operation	0	Other: Disregarded warning sign	0
Other: Disregarded signs/road markings	0	Other: Illegal off-road driving	0
Downhill runaway	0	Separation of units	0
Towing improperly	0	Cargo/equipment loss or shift	0
Equipment failure	0	Oversized load/vehicle	0
Other: Getting off/out of vehicle	0	Failure to dim lights/have lights on	0
Improper backing	0	Improper starting	0
Illegally parked/unattended	0	Driving less than the posted speed limit	0
Operator inexperience	0	Other	0
Unknown	0	Not reported	0
Other: No improper action	0		



**Iowa Crash Analysis Tool  
Quick Report  
2011-2021**

Time of Day/Day of Week														
Day of Week	12 AM to 2 AM	2 AM to 4 AM	4 AM to 6 AM	6 AM to 8 AM	8 AM to 10 AM	10 AM to Noon	Noon to 2 PM	2 PM to 4 PM	4 PM to 6 PM	6 PM to 8 PM	8 PM to 10 PM	10 PM to 12 AM	Not reported	Total
Sunday	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Monday	0	0	0	0	0	0	0	0	1	0	0	0	0	1
Tuesday	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Wednesday	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Thursday	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Friday	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Saturday	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	0	0	0	0	0	0	1	0	1	0	0	0	0	2

Manner of Crash Collision	2
Non-collision (single vehicle)	1
Head-on (front to front)	0
Rear-end (front to rear)	0
Angle, oncoming left turn	0
Broadside (front to side)	0
Sideswipe, same direction	1
Sideswipe, opposite direction	0
Rear to rear	0
Rear to side	0
Not reported	0
Other	0
Unknown	0

Surface Conditions	2
Dry	1
Wet	0
Ice/frost	0
Snow	1
Slush	0
Mud, dirt	0
Water (standing or moving)	0
Sand	0
Oil	0
Gravel	0
Not reported	0
Other	0
Unknown	0

Fixed Object Struck	3
Bridge overhead structure	0
Bridge/bridge rail parapet	0
Ditch	1
Ground	0
Guardrail - face	0
Concrete traffic barrier (median or right sid...	0
Cable barrier	0
Utility pole/light support	0
Traffic signal support	0
Fire hydrant	0
Tree	0
Snow bank	0
Wall	0
Other fixed object	0
Bridge pier or support	0
Curb/island/raised median	0
Embankment	0
Culvert/pipe opening	0
Guardrail - end	0
Other traffic barrier	0
Impact attenuator/crash cushion	0
Traffic sign support	0
Other post/pole/support	0
Mailbox	0
Landscape/shrubbery	0
Fence	0
Building	0
None (no fixed object struck)	2



Iowa Crash Analysis Tool  
Quick Report  
2011-2021

Driver Age/Driver Gender					
Driver Age - 5 year Bins	Female	Male	Not reported	Unknown	Total
< 14	0	0	0	0	0
= 14	0	0	0	0	0
= 15	0	0	0	0	0
= 16	0	0	0	0	0
= 17	0	0	0	0	0
= 18	0	0	0	0	0
= 19	0	0	0	0	0
= 20	0	0	0	0	0
>= 21 and <= 24	0	1	0	0	1
>= 25 and <= 29	0	0	0	0	0
>= 30 and <= 34	0	0	0	0	0
>= 35 and <= 39	0	0	0	0	0
>= 40 and <= 44	0	0	0	0	0
>= 45 and <= 49	0	0	0	0	0
>= 50 and <= 54	0	0	0	0	0
>= 55 and <= 59	0	0	0	0	0
>= 60 and <= 64	0	0	0	0	0
>= 65 and <= 69	1	0	0	0	1
>= 70 and <= 74	0	0	0	0	0
>= 75 and <= 79	0	0	0	0	0
>= 80 and <= 84	0	0	0	0	0
>= 85 and <= 89	0	0	0	0	0
>= 90 and <= 94	0	0	0	0	0
>= 95	0	0	0	0	0
Not reported	0	0	0	0	0
Unknown	0	0	1	0	1
<b>Total</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>3</b>

Alcohol Test Given	3
None	2
Blood	0
Urine	0
Breath	0
Vitreous	0
Refused	0
Not reported	1

Drug Test Given	3
None	2
Blood	0
Urine	0
Breath	0
Vitreous	0
Refused	0
Not reported	1

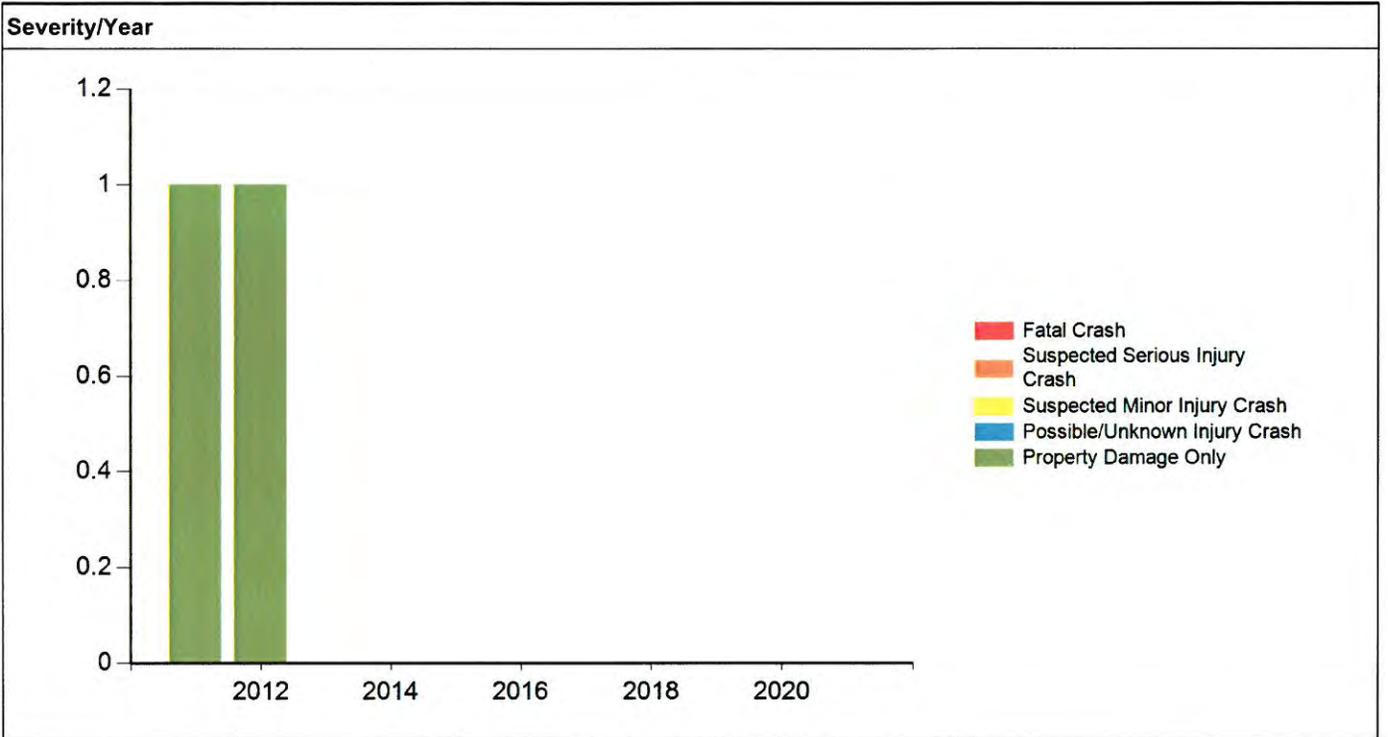
Drug Test Result	3
Negative	0
Cannabis	0
Central Nervous System depressants	0
Central Nervous System stimulants	0
Hallucinogens	0
Inhalants	0
Narcotic Analgesics	0
Dissociative Anesthetic (PCP)	0
Prescription Drug	0
Not reported	3
Other	0

Drug/Alcohol Related	2
Drug	0
Alcohol (< Statutory)	0
Alcohol (Statutory)	0
Drug and Alcohol (< Statutory)	0
Drug and Alcohol (Statutory)	0
Refused	0
Under Influence of Alcohol/Drugs/Medications	0
None Indicated	2



Iowa Crash Analysis Tool  
Quick Report  
2011-2021

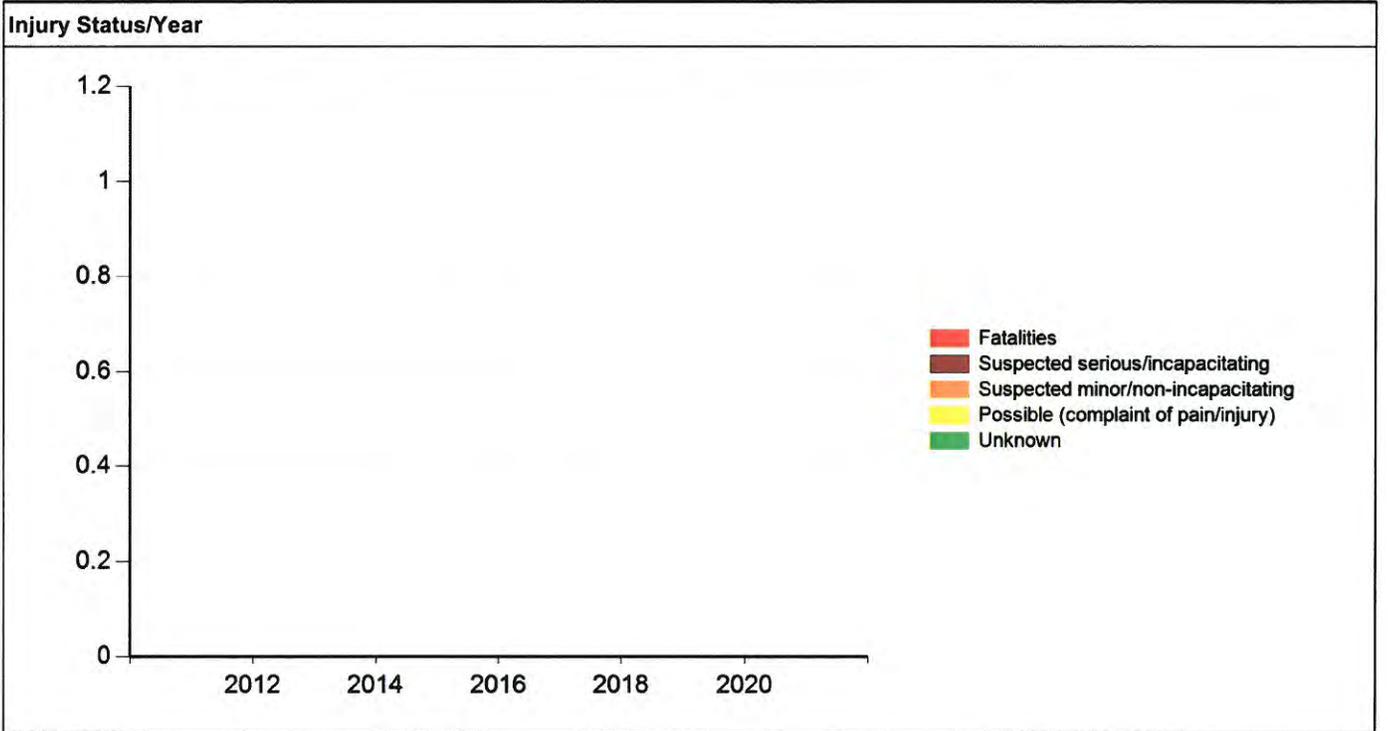
Crash Severity - Annual							
Crash Year	Fatal Crash	Suspected Serious Injury Crash	Suspected Minor Injury Crash	Possible/Unknown Injury Crash	Property Damage Only	Total	
2011	0	0	0	0	1	1	1
2012	0	0	0	0	1	1	1
2013	0	0	0	0	0	0	0
2014	0	0	0	0	0	0	0
2015	0	0	0	0	0	0	0
2016	0	0	0	0	0	0	0
2017	0	0	0	0	0	0	0
2018	0	0	0	0	0	0	0
2019	0	0	0	0	0	0	0
2020	0	0	0	0	0	0	0
2021	0	0	0	0	0	0	0
<b>Total</b>	0	0	0	0	2	2	2





Iowa Crash Analysis Tool  
 Quick Report  
 2011-2021

Injury Status - Annual						
Crash Year	Fatalities	Suspected serious/incapacitating	Suspected minor/non-incapacitating	Possible (complaint of pain/injury)	Unknown	Total
2011	0	0	0	0	0	0
2012	0	0	0	0	0	0
2013	0	0	0	0	0	0
2014	0	0	0	0	0	0
2015	0	0	0	0	0	0
2016	0	0	0	0	0	0
2017	0	0	0	0	0	0
2018	0	0	0	0	0	0
2019	0	0	0	0	0	0
2020	0	0	0	0	0	0
2021	0	0	0	0	0	0
<b>Total</b>	0	0	0	0	0	0





Iowa Crash Analysis Tool  
Quick Report  
2011-2021

**Meeting the following criteria**

Jurisdiction: Statewide  
Year: 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021  
Map Selection: Yes  
Filter: None

**Analyst Information**

West Lincoln Highway, Nevada  
accidents in front of the access to property

COPY

Instrument #: 2021-08691  
07/06/2021 03:18:17 PM Total Pages: 10  
00 OTHER  
Recording Fee: \$ 0.00  
Stacie Herridge, Recorder, Story County Iowa



Return:  
Shelly B/Auditor's Office

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

**Prepared by/Return to:**  
Ethan P. Anderson, 126 S. Kellogg, Ames, IA 50010, Phone: (515) 232-4185

<sup>10</sup>  
**Pages:** Nine (9) including this page

**Official Board Action date:** 7/6/21  
**Reference Number:** \_\_\_\_\_

# 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@storycountyia.gov](mailto:FMWorkOrders@storycountyia.gov).

**-Thank You-  
Story County Facilities Management**

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

## BUSINESS PROPERTY LEASE

THIS LEASE, made and entered into this 1st day of July, 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 Optimae LifeServices, Inc., an Iowa corporation, ("Tenant"), whose address for the purpose of this lease is 602 East Grand, Des Moines, Iowa, 50309, and whose permanent address is 301 W. Burlington Avenue, Fairfield, IA 52556.

The parties agree as follows.

### 1. PREMISES AND TERM.

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

The residential care facility building located at 3911 Calhoun Ave., Ames, Iowa 50010 commonly referred to as the "Calhoun House".

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of July, 2021, and ending on the 30th day of June, 2022, upon the condition that Tenant performs as provided in this lease. The lease may be renewed by the parties for additional one year terms either by signing a new lease or by signing an addendum.

### 2. RENT.

Tenant agrees to pay Landlord as rent **\$5,405 per month** on or before the 1st day of July, 2021, and on or before the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. 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 is required by 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 properties is for Optimae LifeServices business. Optimae LifeServices shall use the premises only for this 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, windows, exterior walls, foundation. Landlord will maintain all outside public areas lawns, sidewalks, driveways and parking areas including snow removal. See paragraph **20**. 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.** 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.
- (b) Landlord will be responsible to make all changes to its properties to comply with federal, state or municipal code changes at Landlord's expense.

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

- (c) Tenant takes the premises as is, except as herein provided.
- (d) 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.

- (e) Tenant shall make no structural changes or alterations to the building or its contents without the prior written consent of Landlord.
- (f) 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.
- (g) Notwithstanding anything to the contrary in this paragraph **6**, Tenant shall be responsible for maintaining and repairing any contents that Tenant replaces under paragraph **20** of this lease agreement, and Tenant may repair or maintain such contents without obtaining Landlord's prior written consent.

**The following 24 hour emergency number shall be used and kept available for Optimaes Lifeservices personnel at all building locations:**

**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 (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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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 property or hire contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement/work on the premises without Landlord's prior written

consent, which consent shall not be unreasonable withheld. Should Tenant be approached by solicitors Tenant is to immediately notify Landlord and notify solicitors that only Landlord may authorize and perform improvements.

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Tenant shall pay for the following listed utilities: water, electric, gas, sewer and trash services. The listed utilities will remain in Landlord's name and Tenant will be billed for payment. Tenant is to provide a billing address (if different from the address found at paragraph 17 ) to landlord. Tenant shall reimburse landlord within ten (10) days of receipt of bill from landlord. Snow removal and lawn care services are excluded and provided by Landlord as stated in paragraph 6a. 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. Utility payments not paid before the next month's utility bill is sent are subject to an automatic 10% late fee. Utility payments are to be made payable to and mailed/delivered to: Story County Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201.

## **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.
- (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 per each of the three building locations. 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 intentional 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, reckless or intentional acts 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 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 during reasonable business hours.

## **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:

**Optimae LifeServices, Inc., 602 East Grand Avenue, Des Moines, IA 50309**

## **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 "cubicles, conference room tables, supplies, chairs, desks, filing and storage cabinets, white boards, folding tables, kitchen equipment, appliances, and lockers." All contents are left on the premises at the discretion of Landlord, and

Landlord retains ownership of all contents that Landlord left on the premises. Contents shall not be removed from the buildings or replaced by Tenant without the express permission from Landlord, which shall not be unreasonably withheld. In the event Tenant replaces Landlord's contents at its own expense, Tenant will be the sole owner of those replacement contents. Landlord may remove contents it owns at any time subject to its discretion. At the end of the lease, all contents remaining owned by Landlord return to Landlord. Landlord's contents shall be maintained in good condition, with the exception of normal wear and tear. Tenant shall execute an inventory sheet with Landlord specifying contents that are left on the premises by Landlord, and Tenant agrees to return all contents, which are not owned by Tenant, to Landlord at the expiration of the lease agreement.

**21. ADDITIONAL PROVISIONS.**

Access to the residential care facility will be granted to Landlord at all times without prior approval by Tenant. Landlord will notify Tenant when it plans to access the residential care facilities when prior notice is practical.

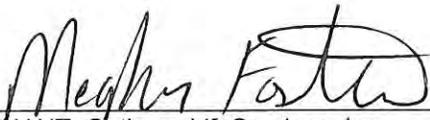
No custodial duties will be provided by Landlord at the residential care facilities.



\_\_\_\_\_  
LANDLORD, Story County Iowa  
Authorized signature  
Lisa Heddens, Chair, Story County Board of Supervisors

7-6-21

Date



\_\_\_\_\_  
TENANT, Optima LifeServices, Inc.  
Authorized signature  
Meghan Foster, Regional Director

6/25/2021

Date

copy

Instrument #: 2021-08692  
07/06/2021 03:18:17 PM Total Pages: 10  
00 OTHER  
Recording Fee: \$ 0.00  
Stacie Herridge, Recorder, Story County Iowa



Return:  
Shelly B/Auditor's Office

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

**Prepared by/Return to:**

Ethan P. Anderson, 126 S. Kellogg, Ames, IA 50010, Phone: (515) 232-4185

Pages: <sup>10</sup>Nine (9) including this page

Official Board Action date: 7/6/21

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

## **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@storycountyiowa.gov](mailto:FMWorkOrders@storycountyiowa.gov).

**-Thank You-  
Story County Facilities Management**

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

## **BUSINESS PROPERTY LEASE**

THIS LEASE, made and entered into this \_\_\_ day of \_\_\_\_\_, 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 Optimae LifeServices, Inc., an Iowa corporation, ("Tenant"), whose address for the purpose of this lease is 602 East Grand, Des Moines, Iowa, 50309, and whose permanent address is 301 W. Burlington Avenue, Fairfield, IA 52556.

The parties agree as follows.

### **1. PREMISES AND TERM.**

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

The residential care facility building located at 620 Duluth, Ames, Iowa 50010 commonly referred to as the "Duluth House".

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of July, 2021, and ending on the 30th day of June, 2022, upon the condition that Tenant performs as provided in this lease. The lease may be renewed by the parties for additional one year terms either by signing a new lease or by signing an addendum.

### **2. RENT.**

Tenant agrees to pay Landlord as rent **\$5,423 per month** on or before the 1st day of July, 2021, and on or before the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. 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 is required by 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 properties is for Optimae LifeServices business. Optimae LifeServices shall use the premises only for this 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, windows, exterior walls, foundation. Landlord will maintain all outside public areas lawns, sidewalks, driveways and parking areas including snow removal. See paragraph **20**. 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.** 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.
- (b) Landlord will be responsible to make all changes to its properties to comply with federal, state or municipal code changes at Landlord's expense.

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

- (c) Tenant takes the premises as is, except as herein provided.
- (d) 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.

- (e) Tenant shall make no structural changes or alterations to the building or its contents without the prior written consent of Landlord.
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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.

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Landlord and Tenant agree to the following.

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

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- (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
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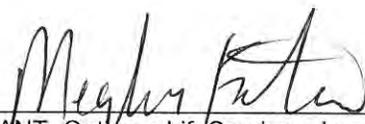
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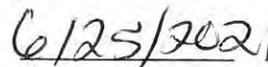
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\_\_\_\_\_  
LANDLORD, Story County Iowa  
Authorized signature  
Lisa Heddens, Chair, Story County Board of Supervisors

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
TENANT, Optima LifeServices, Inc.  
Authorized signature  
Meghan Foster, Regional Director

  
\_\_\_\_\_  
Date



**APPLICATION FOR PROJECT FUNDING**  
**Urban Renewal Area Program**  
**Funds available July 1, 2022**



**Due Date – June 30, 2021 by 4:30 pm**

**Date:** June 28, 2021

**Name of Applicant:** City of Collins

**Applicant Contact Information:** Brett Comegys (Mayor)/Katie Baldwin (City Clerk)

**Phone:** 515-681-3999/641-385-2205

**Email:** mayor.brettc@gmail.com/cityofcollinsia@gmail.com

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**Please indicate under which category the application fits:**

- Transportation Infrastructure Enhancement
- Public Land and Trail Improvement
- Communication and Utility Infrastructure Expansion
- Main Street and Town Center Revitalization
- Housing Development, Rehabilitation, and/or Conversion

---

**Project/Program Information**

**Project Title:** Collins Retention Pond Amenity/Heart of Iowa Extension **One-line description of your project:** Combining a retention pond/amenity, encircled by a walking path that links to the Heart of Iowa Trail.

**Location of Project (including Parcel Identification Number(s) if available):** The location is east of Collins, on the outskirts of a residential area and adjacent to the proposed extension of the Heart of Iowa Trail. The parcel ID numbers are 1621170120 and 1621195125.

**Describe Project/Program Goals and Objectives:** Project Goals:

1. To improve stormwater mitigation efforts for the City of Collins.
2. To assist county, state, and national efforts to expand and connect portions of the Heart of Iowa Trail.
3. To provide Collins an additional amenity, which will not only serve our local clientele but also encourage additional tourism and foot traffic for our community.

4. To create a multi-year, multi-layered project that promotes collaboration between city, county, and state agencies.

**Project Vitality – Describe the economic or community development impact the proposed project will have in Story County:**

This project will eventually be part of the coast to coast American Discovery Trail, which was designated in 2019 as part of the Great American Rail Trail. Completing this project is part of Story County's Capital Improvement Plan. In addition, there are 50,000 people living within 50 miles of the trail, which adds to the potential of serving many people in the area. Additionally, the project will compliment other efforts to increase tourism in the area as another amenity along the trail. It will also increase the number of recreational assets in the County and it will set up future cooperation between national, state, county, city, and property owners in moving forward with the larger efforts to connect the trail.

**What is the sustainability plan in order to provide ongoing program/project continuity?**

Project sustainability will be established through local maintenance programs based upon amenity development. Such development will be driven by a concept of "low maintenance" and other recommendations by engineers and concept designers. In saying that, the City will establish budgetary considerations for upkeep, cost of personnel, and other expenses associated with the retention ponds and any aspects of the amenity it creates.

**Project Milestone Descriptions and Timeline:**

Phase 1 - Concept planning.

This is the initial part that we are hoping to use County funding for. This will allow the City and County to better understand how to incorporate the retention pond into the larger scheme of Trail improvements... as well as jump-start the engineering planning phase of the project. The timeline of this work will be managed in conjunction with Story County URP guidelines and compliance needs. Specifically, our goal is to have this phase completed within 6 months of the County's award.

Phase 2 - Planning/Engineering.

Phase of the project's primary purpose, which is the retention pond itself. Money has been allocated for this phase through our local capital improvement plan and our local URP. This phase will begin once the concept planning has been completed and we have a better understanding of what components need to be incorporated into the finished project to make it both functional and usable as an amenity. The timeline for completion will be prior to the County's next URP funding window, so that the City is able to have time to coordinate with County officials in regards to planning, funding, and other needs to continue to move the project forward.

Phase 3 - Construction of the retention pond. This will be funded by local money and resources that have already been designated through our local capital improvement plan and URP. Depending upon the scope of the final design and it's incorporation into the County's plans for trail expansion, the City may be requesting additional funding from the County's URP grant process. This will likely fall within the next funding cycle and we hope to do so in conjunction with the County officials, BOS, and other relevant individuals to the project's success. Timeline TBD.

Phase 4 - Connectivity of Larger Effort - This phase will need to be coordinated with the County and it will entail connecting the amenity to the Trail. This is a phase that will need to be coordinated throughout the process due to land acquisition needs of the County, County grant requests, County CIP timelines, and other issues relevant to County planning efforts. Timeline TBD and ongoing throughout phases.

**Please provide a 200-word (maximum) description of the project:**

Our project is a multi-year effort to accomplish three things: enhance local stormwater mitigation efforts, create an additional amenity within Story County, and help to collaborate with other parties to extend and connect parts of the Heart of Iowa Trail. As this project is evolving, we need the help of outside expertise to help develop a vision/concept that will entail all of these goals, as well as help establish other project costs. Initially, we need help with the planning phases of the project. Phase one will allow us to create the concept, while phase two can assist us in creating a functional retention basin from which that concept can flourish. Future phases will be determined based upon these beginning efforts, and by the level of collaboration that Collins and Story County are able to establish.

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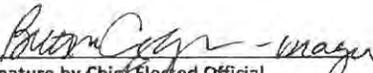
**Project Cost:** Required Match Guidelines. It is expected that applicants identify a match of 25% of the total project costs. In the space below, please provide proposed project costs and identify potential matching funds.

- Total Proposed Project Costs - The initial costs of phase 1 of this project is \$25,000. Phase two has also been estimated at \$25,000. The City of Collins will be funding phase 2 at our own expense, but are looking toward the County to help with the initial concept phase. Based on those two aspects of the project, we are at a dollar for dollar match (50/50). The subsequent phases have not been determined and are unable to be assessed until phase 1 and 2 are complete.
- Dollar Amount Requested from Story County for this project - \$25,000
- Potential Matching Funds - \$25,000 to be provided by the City of Collins, funded through our URP and local tax increment financing.

- Does the requested funding leverage other funding? Is it a match for other funding? If yes, please describe. Not at this time. Phase 1 and 2 will be funded by a City/County partnership that will likely lead into a larger collaboration with State and Federal funding requests (based upon the County's URP and their grant writing efforts.)
- Please indicate the source(s) of proposed project costs and estimates: MSA Engineering has provided initial cost estimates.

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

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

 6-30-21  
Signature by Chief Elected Official                      Date

All correspondences and notices will be forwarded to the individual noted as the applicant's contact above.

The Story County Board of Supervisors receives more funding requests than it can possibly grant. If support of a worthwhile program is declined, this decision does not reflect on the value of the group or service, but rather on the need to be selective because of limited resources. Preference may be given to new applicants. Funding decisions will be finalized during the fall 2021.

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For Office Use Only  
Date Received:

**RECEIVED**  
JUN 30 2021  
STORY COUNTY  
BOARD OF SUPERVISORS



Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451  
Phone (515) 232-2516 - Fax (515) 232-6989 - Email: conservation@storycounty.com  
www.storycountyconservation.org

June 28, 2021

Brett Comegys  
Mayor, City of Collins  
PO Box 15  
Collins, IA 50055

Re: Support for the exploration of incorporating a retention pond as an amenity to the Heart of Iowa Nature Trail and the surrounding community

Dear Mr. Comegys,

This letter is written to give our complete support to the City of Collins for their plans to explore all options on how a proposed retention pond could affect the community of Collins and the Heart of Iowa Nature Trail. This project would make the amenity of the Heart of Iowa Nature Trail an even larger attraction for local and regional visitors and potential business entrepreneurs. Story County Conservation has been actively paving the trail eastward from the junction with the nationally known High Trestle Trail with the goal of paving its entirety through Collins all the way to the Marshall County border. Long range plans for the Heart of Iowa Nature Trail is to connect to the Chichagua Valley Nature Trail and the Marshall County portion of the American Discovery trail to complete an additional trail loop in the Central Iowa Trail System.

It is very exciting to see the initiative that the City of Collins is taking to make this goal come to fruition. Story County Conservation looks forward to these future improvements and will support in many ways.

Sincerely,

Pat Sheehan

Special Projects Ranger  
Story County Conservation  
56461 180th St.  
Ames, Iowa 50010-9451



# Professional Services Agreement

This AGREEMENT (Agreement) is made today May 13, 2021 by and between CITY OF COLLINS (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

**Project Name:** 2021 Southeast Stormwater Improvements

**The scope of the work authorized is:** See attached

**The lump sum fee for the work is:** \$22,050

**The retainer amount required is:** \$5,500

**NOTE:** The retainer will be applied toward the final invoice on this project.

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**CITY OF COLLINS**

**MSA PROFESSIONAL SERVICES, INC.**

Brett Comegys  
Mayor  
Date: \_\_\_\_\_

Nichole Sungren, P.E.  
Project Manager  
Date: 05/13/2021

Katie Baldwin, City Clerk  
Date: \_\_\_\_\_

Jake Huck, P.E.  
Regional Public Works Manager  
Date: 05/13/2021

212 Main Street  
Collins, IA 50055  
Phone: 541-385-2205

1555 SE Delaware Ave, Suite F  
Arkeny, IA 50021  
Phone: 515-964-1920

### Basic Engineering Services and Related Matters

MSA Professional Services, Inc. (ENGINEER) proposes to provide design and bidding phase services for the City of Collins, Iowa (OWNER), of the following:

#### 2021 SE Stormwater Improvements Design Services Project Description

Design of 2021 SE Stormwater Improvements including:

- 1) The hydraulic design and sizing of the proposed pond
- 2) The grading of the proposed pond
- 3) The sizing of the pond outlet structure
- 4) The sizing of the pond outlet piping

SUDAS Design Standards and Specifications shall be implemented.

In association with completion of the above project, the following assumptions are applicable:  
Project Manager and Project Engineer

The ENGINEER shall assign Nichole Sungren, P.E. as the Project Manager and Andrew Inhelder, P.E. as the Project Engineer for the project. ENGINEER shall not modify said assignments without OWNER consent.

#### DESIGN PHASE SERVICES

##### 1. SURVEY AND MAPPING

- a. Perform topographic and boundary survey of project site. ENGINEER shall establish horizontal and vertical control by State Plane Coordinates (NAD83/Iowa South) and sea level elevations (NAVD88), for the Project area. Topographic surveys are anticipated to be limited to those areas requiring detailed elevation information for proper construction installation of agreed upon alignment.
- b. ENGINEER shall determine the location of utilities within the existing right-of-way for the project. Underground utilities will be incorporated into the project through map requests to the utility companies, One-Call Design locate and survey, and shall be drawn into the design file.
  - i. Field verification of utility depths will not be included for any private utilities or public utilities that do not terminate at a structure
- c. Topographic survey shall be limited to:
  - i. Surface features, elevation shots and utilities within proposed project improvement area as depicted on Attachment 4-Project Map.
  - ii. Surface features to be located include but are not limited to:
    1. Existing ditch outlet
    2. Existing utilities

**Attachment 1 - Scope of Services**  
SE Stormwater Improvements  
Design Services

2. **PRELIMINARY DESIGN PHASE**
  - a. ENGINEER shall refine the site layout per comments from Conceptual Layout meeting with OWNER
  - b. ENGINEER shall prepare Preliminary Layout which shall include:
    - i. Stormwater Detention
      1. Stormwater facilities will be required to be provided on the site by the ENGINEER to meet current SUDAS requirements.
      - a. Facilities will be designed to maximize the area within the property limits and then the allowable detention and design storm will be based on this sizing.
      - b. MSA shall provide hydraulic design for the proposed basin and sizing.
      - c. MSA shall size the pond outlet and piping.
      - i. Review outlet pipe routing for future pipe extension
      - d. MSA shall provide a proposed grading plan for the detention pond for use by the City.
    2. Detention basin shall be located on Parcels 1621170120 (City of Collins) and 1621188120 (Brent Calvert).
      - a. City will be responsible for obtaining ROW on Parcel 1621170120.
    3. Basin shall outlet to existing ditch
      - ii. Geotechnical Services
        1. Terracon will perform one (1) boring at proposed detention pond location and provide report to be used in design by ENGINEER.
    - c. Coordination with franchise utility companies within project corridor.
    - d. Coordination with Drainage District
    - e. Refine opinion of probable cost for preliminary plan phase.
    - f. Conduct an internal QA/QC review of preliminary plan set.
    - g. ENGINEER shall provide a preliminary design phase (75% complete) plan set to the OWNER for review and comment.
      - i. OWNER review shall include internal review by Planning and Building staff but not the full site plan approval process
    - h. Public Engagement
      - i. No public information meeting is included as a part of this project
      - ii. Engagement shall include correspondence, notifications, and project updates
        1. These updates will be provided to the City as a part of the monthly invoicing process and can be provided to the residents at this time
      - i. No subsurface investigations will be performed as a part of this project.
3. **FINAL DESIGN PHASE**
  - a. Plan set revisions per comments from preliminary set comments from OWNER.
  - b. Prepare proposed grading plan, pipe sizing and outlet detail.
  - c. ENGINEER shall develop an Erosion Control Plan and SWPPP plan sheets.
    - i. The City (or City's Contractor), after the project award, shall be required to file the required public notices, file a Notice of Intent for coverage of the project under the Iowa DNR NPDES General Permit No. 2. The City (or City's Contractor) shall pay the associated publication and NPDES permit fees.
      1. The ENGINEER will not be involved with the project after the design portion of the project and therefore the City will be responsible in making sure the Contractor has completed the filing of the NPDES permit.
  - d. ENGINEER shall develop phasing and traffic control plans; as necessary.
  - e. Prepare Plans and Specifications, including OWNER provided standard front ends.
  - f. Refine opinion of probable cost for check plan set.
  - g. Perform QA/QC review of check plan set.
  - h. ENGINEER shall provide a check plan set (90% Complete) to the OWNER for review and comment.

**Attachment 1 - Scope of Services**  
SE Stormwater Improvements  
Design Services

- i. Refine Opinion of Probable Cost based upon Completed Plans and Specifications.
  - j. Perform QA/QC review of final plan set.
  - k. ENGINEER shall provide a Final design phase (100% complete) plan set to the OWNER for review and comment.
  - l. Provide OWNER with final PDF of final plans and specifications.
  - m. Provide OWNER with (3) 11x17 paper copies of final plans and (3) paper copies of the specifications.
- 4. PROJECT ADMINISTRATION**
- a. Project Administration Tasks
    - i. Perform internal quality review to assure compliance with OWNER's intent.
    - ii. Coordinate Internal Staff to assure compliance with OWNER's intent.
    - iii. Monitor project schedule and scope.
    - iv. Prepare Project Correspondence.
    - v. Prepare and submit invoices. Invoices shall be submitted monthly and are payable within 30 days of receipt.
  - b. Project Design Meetings
    - i. Attend meetings with City Staff during the project. Unless otherwise noted, all meetings will take virtually via Skype, Zoom, or similar venue.
    - ii. Project Kickoff and Scoping Meeting with City Staff
    - iii. Preliminary Plan Review Meeting with City Staff at Preliminary Plan (50%) completion.
    - iv. Final Plan Review Meeting with City Staff at Check Plan (100%) completion

**Additional Services:**

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

**1. Additional Meetings**

Attendance at any such meetings that are not specially addressed above shall be considered above and beyond the scope of services as identified herein.

**2. Easements and Land Acquisition Services**

It has been assumed under this agreement that no services are required in association with temporary and permanent easements or fee title land acquisition in relation to the construction identified. As such, any work in relation to temporary or permanent easements or fee title land acquisition shall be considered out of scope of this agreement.

**3. Bidding Phase Services**

It has been assumed under this agreement that no bidding services are required in association with project identified. These services would include advertisement of the project to contractors, uploading the plans to Quest, responding to Contractor questions during the bidding period, attending the bid letting, attendance of the bid opening, tabulation of the bids, recommendation of award, and preparation of contract and bonds.

**4. Construction Related Services**

It has been assumed under this agreement that no construction related services are required in association with construction identified. These services would include construction administration, observation, staking and as-built drawings. Additional public engagement, including project construction updates, would also be considered out of scope of this agreement.

**5. Project Permits**

Any permits that are not specially addressed above shall be considered above and beyond the scope of services as identified herein.

The Contractor, after the project award, shall be required to file the required public notices, file a Notice of Intent for coverage of the project under the Iowa DNR NPDES General Permit No. 2. The Contractor shall pay the associated publication and NPDES permit fees and this will be included as a part of the project bid items.

6. Environmental Services including wetland investigations, floodplain delineations, archeological investigation or historical evaluations.
7. Design and permitting of any public utilities within the project limits.
8. Dam design and hazard evaluation.

**Owner's Responsibilities:**

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will provide timely response to questions in order to meet deadlines for agreed upon construction schedule
- Owner will pay MSA as follows:

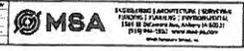
**Fee Summary:**

The Owner will compensate MSA for the Scope of Services listed above as follows:

**Total Design Services (Lump Sum)                      \$22,450.00**



PROJECT NO. 2021-001	DATE	BY	REVISION



2021 SE STORMWATER IMPROVEMENTS  
CITY OF COLLINS  
STORY COUNTY, IA

PROPOSED DETENTION BASIN LAYOUT

DATE: 08/19/2021  
PAGE: 1



**APPLICATION FOR PROJECT FUNDING**  
**Urban Renewal Area Program**  
**Funds available July 1, 2022**

**Due Date – May 28, 2021 by 4:30 pm**

**Date:** 6/30/2021

**Name of Applicant:** City of Maxwell

**Applicant Contact Information:** Jameson Hudson, Mayor

**Phone:** 515-971-0160

**Email:** cityofmaxwell@hotmail.com

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**Please indicate under which category the application fits:**

- Transportation Infrastructure Enhancement
- Public Land and Trail Improvement
- Communication and Utility Infrastructure Expansion
- Main Street and Town Center Revitalization
- Housing Development, Rehabilitation, and/or Conversion

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**Project/Program Information**

**Project Title:** Rock Creek Ridge Estates      **One-line description of your project:** Work with developer in constructing water, sewer and street improvements for the development of 28 lots in an area zoned residential for single family and two-family houses

**Location of Project** (including Parcel Identification Number(s) if available): The south 11.57 acres of parcel 1522405001 (see attached).

**Describe project/program goals and objectives:** Goal: Increase the number of developed lots and valuation. Objective: Construct curb and gutter road, water lines, and sewer lines to serve approximately 28 lots.

**Project vitality – describe the economic or community development impact the proposed project will have in Story County**

Once fully developed, the 28 new homes increase the residential valuation by about \$8,000,000 (a 20% increase for Maxwell), increases the number of utility connections helping offset costs for sewer plant improvements (an 8% increase in the number of customers for Maxwell and thus a comparable decrease in individual debt responsibility), and increases the population and number of school aged children (potentially a 10% increase in population for Maxwell).

**What is the sustainability plan in order to provide ongoing program/project continuity?**

This application will reduce the amount of economic obsolescence of the residential housing stock, prove a residential housing market for Maxwell, and increase tax revenues thus helping support road and utility maintenance paid through the City budget.

**Project milestone descriptions and timeline.**

Start construction of Phase 1 infrastructure in early Spring of 2022. Phase 1 infrastructure completed by early summer 2022. Two homes completed for “home show” by early August 2022. Start construction of Phase 2 infrastructure in early Spring 2023. Phase 2 infrastructure completed by fall 2023.

**Please provide a 200-word (maximum) description of the project**

The City of Maxwell and rural America have a serious housing challenge. Rural markets, such as ours, have been untested since the 2008 housing crisis making metro areas desirable for developers and leaving us with minimal options due to a high-risk market. To address this, we have established an agreement with ATI Group out of Ankeny, who is an experienced developer of residential property. The agreement states the city will pay for the installation of the infrastructure and in turn ATI will sell the developable lots for \$50,000 to anyone. ATI guarantees a minimum of four houses in two years, four houses in the next three years, and two houses in the following three years totaling 10 houses in eight years in phase one. If ATI does not meet these minimums, they will pay the City \$20,000 for each unmet house. The Story County Housing study shows 731 homes are needed to meet demand through 2040. It is our hope this first phase will close the risk gap so the city will not need to participate as heavily to stimulate additional housing. With the County's participation as requested, the city's debt capacity will be at 77% and without 95%.

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**Project Cost**

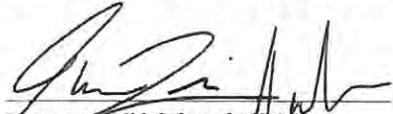
**Required Match Guidelines.** It is expected that applicants identify a match of 25% of the total project costs. In the space below, please provide proposed project costs and identify potential matching funds.

- **Total Proposed Project Costs** Infrastructure (streets, sewer mains, water mains) Phase 1 - \$600,000, Phase 2 - \$800,000

- Dollar Amount Requested from Story County for this project Phase 1 - \$300,000, Phase 2 - \$400,000
- Potential Matching Funds City GO Bond and/or loans repaid from budget revenues.
- Does the requested funding leverage other funding? Is it a match for other funding? If yes, please describe. No
- Please indicate the source(s) of proposed project costs and estimates: ATI Group and McClure Engineering cost estimates  
Is applicant accessing alternative funding sources? If yes, please list source(s). No

Please attach any additional information that will help the Board of Supervisors to understand the scope and nature of the project including any drawings of the proposed project. (see attached phase and preliminary plat diagrams)

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

  
Signature by Chief Elected Official

6/30/21  
Date

All correspondences and notices will be forwarded to the individual noted as the applicant's contact above.

The Story County Board of Supervisors receives more funding requests than it can possibly grant. If support of a worthwhile program is declined, this decision does not reflect on the value of the group or service, but rather on the need to be selective because of limited resources. Preference may be given to new applicants. Funding decisions will be finalized in during the fall 2021.

For Office Use Only

Date Received:



# ROCK CREEK RIDGE ESTATES PRELIMINARY PLAT MAXWELL, IOWA

### OWNER/APPLICANT

ATLACORP  
101 ST. CHARLES STREET | SUITE 400  
ANN ARBOR, MI 48106  
ATTN: GARY COMARSKI  
734.937.8239  
GARY.COMARSKI@ATLACORP.COM

### ENGINEER

McCLURE ENGINEERS  
1300 AND 13100 KENNEDY  
CLIVE, IOWA 50319  
(515) 384-1722  
ATTN: JANE BEGELT  
JANE.BEGELT@MCCCLURE.COM

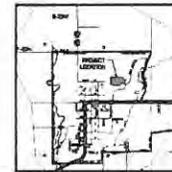
### SETBACKS

FRONT: 30 FEET  
SIDE: 10 FEET  
REAR: 10 FEET

### UTILITIES

WATER: CITY OF MAXWELL  
SEWER: CITY OF MAXWELL  
NATURAL GAS: ALLIANT ENERGY  
ELECTRIC: ALLIANT ENERGY  
PHONE: WINDSTREAM

ALL CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH 2021 IOWA STATEwide URBAN DESIGN STANDARDS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AS ACCEPTED BY THE CITY OF MAXWELL AND CITY OF MAXWELL SUPPLEMENTAL SPECIFICATIONS.



VICINITY MAP  
SCALE: 1" = 40'

SHEET LIST TABLE		
SHEET NO.	SHEET TITLE	SHEET DESCRIPTION
1	PP-01	COVER SHEET
2	PP-02	DETAILED LAYOUT AND DIMENSIONS PLAN
3	PP-03	DIMENSIONED PLAN

SUBSTITUTION & REVISION TABLE		
REVISION NO.	DATE	DESCRIPTION
1	08/08/2024	ISSUED FOR PERMITS

**PRELIMINARY**

INVESTIGATED BY: JANE BEGELT, P.E. (IOWA LICENSE NO. 13100)  
 PREPARED BY: JANE BEGELT, P.E. (IOWA LICENSE NO. 13100)  
 CHECKED BY: JANE BEGELT, P.E. (IOWA LICENSE NO. 13100)  
 DATE: 08/08/2024  
 PROJECT: ROCK CREEK RIDGE ESTATES PRELIMINARY PLAT  
 SHEET: PP-01 OF 3



building strong

1300 AND 13100 KENNEDY  
CLIVE, IOWA 50319  
(515) 384-1722  
JANE.BEGELT@MCCCLURE.COM

McClure Engineers, Inc. is a registered professional engineering firm in the State of Iowa. The firm is not responsible for the design or construction of any project unless it is specifically stated on the drawings. The firm is not responsible for the design or construction of any project unless it is specifically stated on the drawings. The firm is not responsible for the design or construction of any project unless it is specifically stated on the drawings.

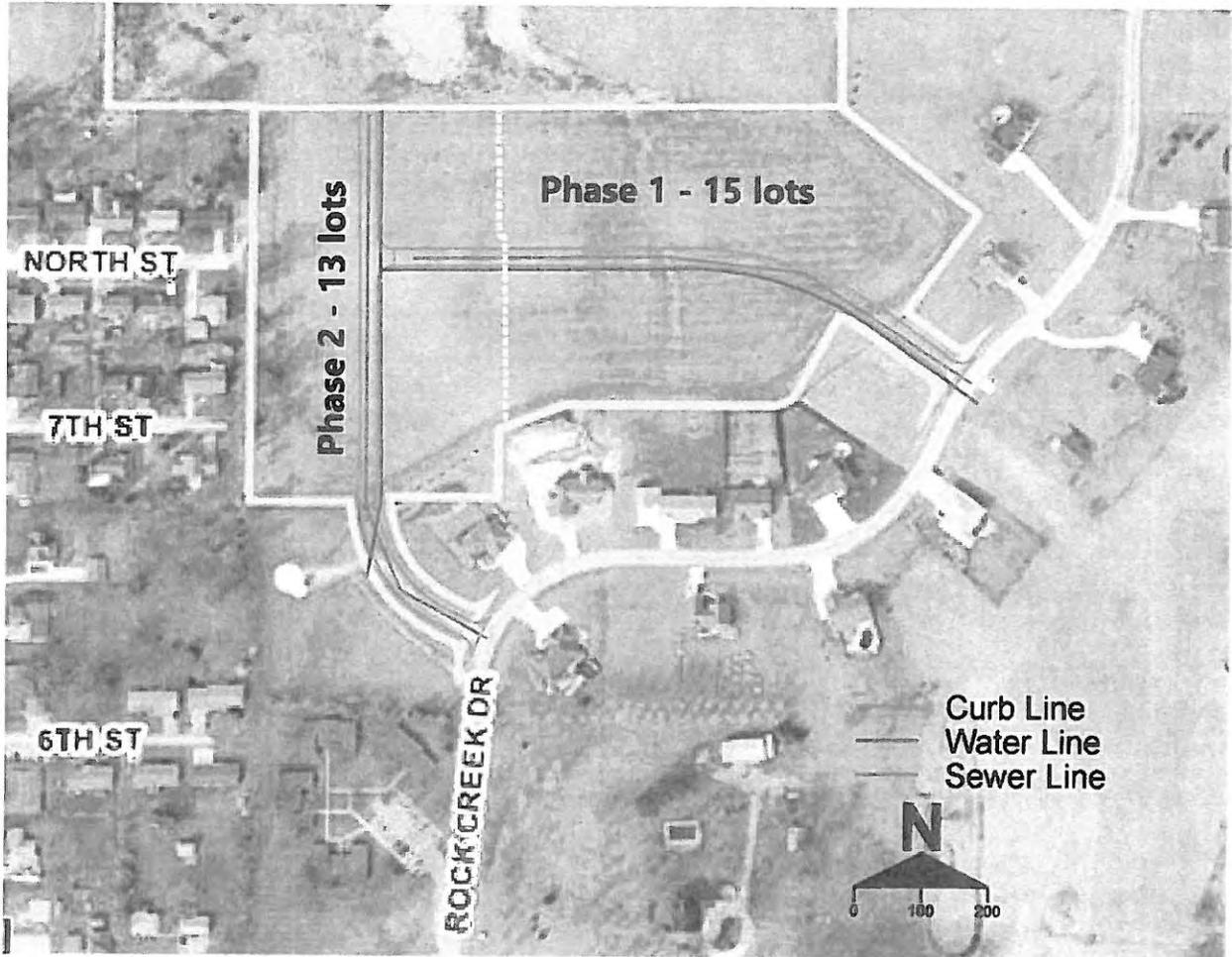
COVER SHEET



ROCK CREEK RIDGE ESTATES  
PRELIMINARY PLAT

MAXWELL, IOWA  
13100 KENNEDY  
CLIVE, IOWA 50319

DATE: 08/08/2024  
 DRAWN BY: JANE BEGELT  
 CHECKED BY: JANE BEGELT  
 PROJECT: ROCK CREEK RIDGE ESTATES PRELIMINARY PLAT  
 SHEET: PP-01 OF 3



Received 6/28/21  
3:53 pm



**APPLICATION FOR PROJECT FUNDING**  
**Urban Renewal Area Program**  
**Funds available July 1, 2022**

**Due Date – May 28, 2021 by 4:30 pm**

Date: 05/24/2021

Name of Applicant: CITY OF ROLAND

Applicant Contact Information: JODI MEREDITH

Phone: 515-388-4861

Email: cityofroland@gmail.com

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Please Indicate under which category the application fits:

- Transportation Infrastructure Enhancement
- Public Land and Trail Improvement
- Communication and Utility Infrastructure Expansion
- Main Street and Town Center Revitalization
- Housing Development, Rehabilitation, and/or Conversion

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**Project/Program Information**

**Project Title:** Erickson Park      **One-line description of your project:** Revitalizing Shelter House and grounds

**Location of Project:** 02-14-380-100 110 N Park St

**Describe project/program goals and objectives:** Second Phase of the revitalization of the Erickson Shelter House Park and grounds

**Project vitality – describe the economic or community development impact the proposed project will have in Story County**  
Finishing the project will allow the residents of Story County an enclosed shelter house that can be rented year round for functions and provide a welcoming area for family activities and safe area for children playing. Enjoying the outdoors with access to benches, drinking water, and restrooms.

**What is the sustainability plan in order to provide ongoing program/project continuity?**  
The Shelter house and park grounds will be maintained by the City of Roland through the Park board with an annual budget. The Roland Library also planning to use this area for children programming on a weekly basis during the summer months.

**Project milestone descriptions and timeline.**

September of 2021 the plan for phase II of the project is to paint the outside of the shelter house, install a gas line, install sidewalks, water fountain, fireplace, soffits on the over hangs, two automatic door locks for the outside restrooms, replacing refrigerator and stove also adding four picnic tables outside.

**Please provide a 200-word (maximum) description of the project**

In December of 2020, the first phase of the Erickson Shelter house project started. Phase I consisted of preparing and stabilizing the walls and ceiling for insulation. The walls and ceiling were then covered with car siding and steel, also the windows and doors have been replaced. An ADA bathroom was added inside the shelter, the kitchen counter and sink were removed and replaced, the floor has been sealed with epoxy. The electrical has been brought up to code. New ceiling fans and lighting have also been installed. Outside the roof and gutters have been replaced, the siding on the building has been repaired and replaced. Small playground equipment, sand digger, plastic tunnel, and fence installed in small area for smaller children to play safely. Majority of the labor has been performed by force labor through the City of Roland. Tables and chairs have also been purchased for inside the shelter. Phase II will allow the city to finish the renovation to stabilize and preserve the history of Erickson Park. Phase III of this project will replace and upgrade playground equipment for ADA also.

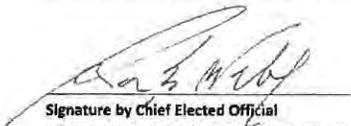
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**Project Cost** Required Match Guidelines. It is expected that applicants identify a match of 25% of the total project costs. In the space below, please provide proposed project costs and identify potential matching funds.

- Total Proposed Project Costs 30,143.00
- Dollar Amount Requested from Story County for this project 22,607.25
- Potential Matching Funds 7535.75
- Does the requested funding leverage other funding? No Is it a match for other funding? No If yes, please describe. Click or tap here to enter text.
- Please indicate the source(s) of proposed project costs and estimates: Quotes obtained from vendors and contractors  
Is applicant accessing alternative funding sources? No If yes, please list source(s). Click or tap here to enter text.

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

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



Signature by Chief Elected Official

5-24-21  
Date

All correspondences and notices will be forwarded to the individual noted as the applicant's contact above.

The Story County Board of Supervisors receives more funding requests than it can possibly grant. If support of a worthwhile program is declined, this decision does not reflect on the value of the group or service, but rather on the need to be selective because of limited resources. Preference may be given to new applicants. Funding decisions will be finalized in during the fall 2021.

---

For Office Use Only

Date Received:

water fountain	4,650.00
fire place	6,933.00
Cement (sidewalks)	2,020.00
Door locks (2 @ 3,650.00)	7,300.00
over hung soffits	2,000.00
Gas line	3,000.00

Picnic tables (4 @ 755.00)	3,020.00
Stove	494.00
Refrigerator	746.00

\$120,143.00

2570 7535.70

asking for \$ 22,607.25



COMMERCIAL RESTROOM ACCESSORIES

LOW PRICE GUARANTEE

HOME

- Special Deals
- Baby Changing Tables
- Drinking Fountains & Water Coolers
- Electrostatic Sprayers
- Eyewash Stations
- Faucets & Mixing Valves
- Feminine Hygiene Dispensers & Receptacles
- Grab Bars
- Hair Dryers
- Hand Dryers
- Hands-Free Door Handles
- Medicine Cabinets
- Mirrors
- Paper Towel Dispensers
- Partitions
- Restroom Signs
- Sanitizing Wipes
- Soap & Sanitizer
- Sinks & Wash Stations
- Soap & Sanitizer Dispensers
- Shower Seats
- Swimsuit & Spin Dryers
- Toilet Paper Dispensers
- Trash Receptacles
- Urinals & Flush Valves
- Water Filters
- Wellness Kiosks
- Other Accessories
- Replacement Parts

ELKAY LK4430BF1LEVG ADA Table Steel Drinking Fountain with Bottle Filler (Evergreen)



Part # **LK4430BF1LEVG**  
**OUR PRICE: \$4,650.00**  
 5 available for immediate shipment.  
 Item Number: LK4430BF1LEVG  
 Quantity:    
 Add to a new shopping list

3530MM



Colors may not be exact. SEE CHART BELOW FOR BEST COLOR REPRESENTATION.

ELKAY

### Three Station Drinking Fountain with Bottle Filler

These colorful, weather resistant outdoor drinking fountains are ADA compliant and come with the extremely popular EPURE bottle filling station. In addition, a unique E-Coat Immersion process provides the ultimate in corrosion protection. (Please note that all color fountains except Evergreen are custom made to order and may not be returned or cancelled after production has begun.)

Rated for OUTDOOR service. No power required. Adjustable stream.

These items are not included in the standard price for this product. They may, however, be optional included. Lead time would be 8 weeks and there are minimum order requirements. Please call for details.

Select ...

Number of Stations	Two (2) drinking fountains plus one (1) bottle filler
Mount	Free-standing Floor Mount
Basin	Stainless Steel
Casing	Cold rolled steel with anti-corrosion E-Coat immersion finish in one of 16 colors.
Bubbler	Vandal resistant chrome plated. Key-lock mounted to resist tampering or tampering.
Dimensions	48" Wide x 14" Deep x 52-1/8" Tall
Product Compliance	ADA Buy American Act ASME A112.19.3/CSA B45.4 CAN/CSA Z22.1/20





Elkay LK4430BF1EVG ADA Tube Steel Drinking Fountain with Bottle Filler (Evergreen)



Accessibility

Product Details

© 2021 RestroomDirect: Hand Dryers, Plumbing Fixtures & Commercial Restroom Accessories

Home Fires Incorporated  
 208 Airport Rd  
 Ames, IA 50010  
 515-233-0200  
 homefiresinc@gmail.com



## Estimate

### ADDRESS

Dalton Johnston  
 Roland Public Works  
 102 N Park  
 Roland, IA 50236

ESTIMATE # 1152  
 DATE 03.25.2021

### SALES REP

Kelly/Jim

PRODUCT	QTY	RATE	AMOUNT
<b>Regency Liberty Radiant Gas Insert (L)</b> This large, high-efficiency heater provides intense radiant heat instantly. Heat circulating blower distributes warmth throughout the room. Includes: safety screen, ceramic safety glass, high definition log set, ceramic burner with glowing ember bed, electronic ignition with surefire switch, Proflama 10TWF remote, variable speed blower, 8-tube heat exchanger, limited lifetime warranty. Includes: Black Reflective Enamel Inner Panels and Wall Mount for Remote	1	3,508.00	3,508.00T
<b>Arched Vignette Facelate (L/HFI6E)</b> Black Arched Vignette (L/HFI6E)	1	629.00	629.00T
<b>Custom Metal Fabrication (FP)</b> Custom Arched Oversized Backplate - Black	1	648.00	648.00T
<b>Co-Linear Cap 4x3 (F)</b> Co-Linear Vertical Vent Cap 4x3	1	215.00	215.00T
<b>Flex Liner Kit 35R - 3"</b> Flex Liner Kit -3" diameter- 35 foot	1	194.00	194.00T
<b>Flex Liner Kit 35R - 4"</b> Flex Liner Kit - 4" diameter - 35 foot	1	186.00	186.00T
<b>Custom Metal Fabrication (FP)</b> Custom plate for chimney top - Aluminum plate 24x24x.25	1	253.00	253.00T
<b>Fireplace Installation</b> Fireplace Installation - Labor to install gas insert, venting system, and setup of new fireplace.	1	1,300.00	1,300.00T
<b>Note</b> Utilities (gas & electric) to be present in firebox - work to be done by others.	1	0.00	0.00

50% deposit due at time of order. Remaining balance due on completion. 3% discount available for cash/check payments.

SUBTOTAL  
 TAX

5,933.00  
 485.31

Thank you for the opportunity of doing business.

TOTAL

**\$7,418.31**

Accepted By

Accepted Date

Thank you for the opportunity of doing business.





# Your Cart (1)

Share

Remove All Items

FREE Shipping on eligible items. See Details

Free delivery on appliance purchases of \$399 or more. See Details

All appliances will be delivered to ZIP code: 50236 Change



**GE 30 in. 5.0 cu. ft. Electric Range in Stainless Steel**

Model #JRS360RMSS

**\$494.00**

each

Save 7%

1



Home Delivery

FREE

Parts & Services

Manufacturer's Standard Warranty

Save for Later

Save to Favorites

Remove

Edit

Included in the actual price

Subtotal

\$529.00

Savings

-\$35.00

Appliance Delivery

FREE

Sales Tax (determined in later step)

---

**Total**

**\$494.00**

You Saved 7% Off Your Item

Have a promo code?

1.000.000.000

— of —

### Your Cart (1)

[Remove All Items](#)

**FREE Shipping** on eligible items. [See Details](#)

**Free delivery** on appliance purchases of \$396 or more. [See Details](#)

All appliances will be delivered to ZIP code: **50236** [Change](#)



**Whirlpool 18 cu. ft. Top Freezer Refrigerator in Stainless Steel**

Model #WRT518SZEM

**\$746.00**

~~\$826.00~~

Save 10%



#### Parts & Services

**Manufacturer's Standard Warranty**

[Save for Later](#)

[Save to Favorites](#)

[Remove](#)

[Edit](#)

Included in the actual price

**Subtotal**

**\$826.00**

**Savings**

**-\$80.00**

**Appliance Delivery**

**FREE**

**Sales Tax (estimated in later step)**

**—**

**Total**

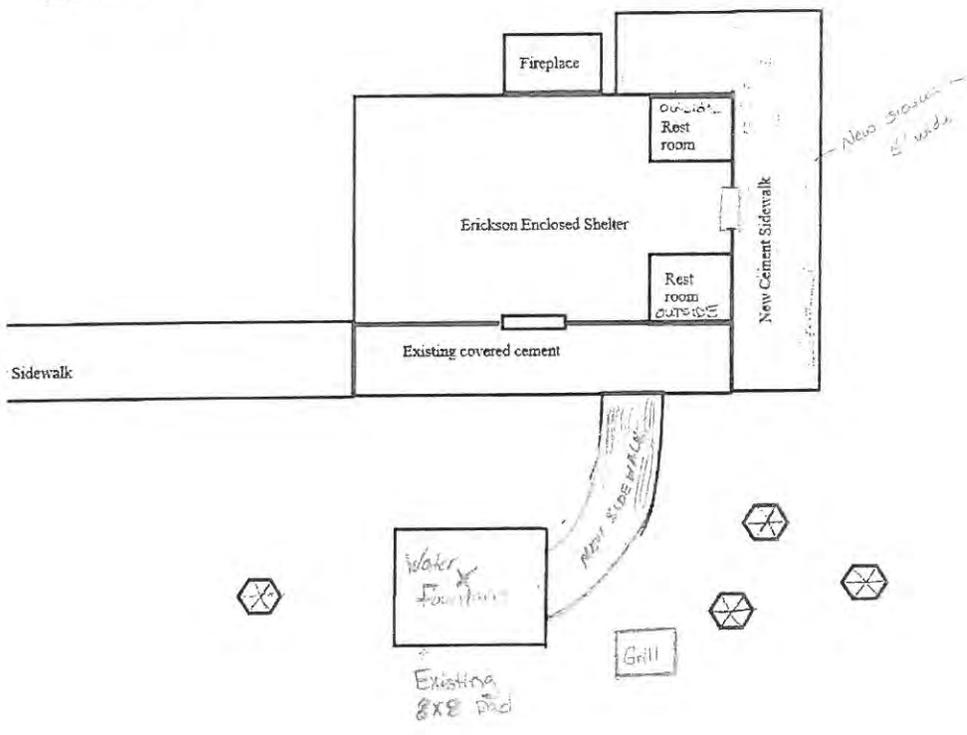
**\$746.00**

You Saved **10% Off** Your Item

Have a promo code?

[Checkout](#)

Small Children  
Playground



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

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

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 22-04**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Hertz Real Estate, 415 South 11<sup>th</sup> Street, Nevada, IA 50201, involving real estate located at 64246 295<sup>th</sup> Street, Nevada, IA 50201 in Section 9 of Indian Creek Township, identified as Parcel #s 15-09-100-325, 15-09-100-410, 15-09-300-210, 15-09-250-110, 15-09-275-105, 15-09-275-310 and hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Eugene C. Mohr, 98 South 6<sup>th</sup> Street #15, Nevada, Iowa, 50201, is the legal titleholder of said real estate, with John Linden Caple, 10772 NE 164<sup>th</sup> Avenue, Maxwell, IA 50161, acting as executor of the Eugene Mohr estate, and

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

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

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

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution 22-04 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 6 day of July, 2021.

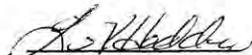
  
Chairperson, Board of Supervisors

Attest:

  
County Auditor

<u>ROLL CALL</u>	<u>Latifah Faisal</u>	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
<u>FOR ALLOWANCE</u>	<u>Lisa Heddens</u>	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	<u>Linda Murken</u>	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE  
OF BOARD Yea 3 Nay 0 Absent 0

  
CHAIRPERSON

Above tabulation made by 

ATTACHMENT A

MOHR SUBDIVISION  
STORY COUNTY

DESCRIPTION

MOHR SUBDIVISION LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 ALL IN SECTION 9, TOWNSHIP 82 NORTH, RANGE 22 WEST OF THE 5TH P.M., STORY COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 9; THENCE, S0°11'52"E 1082.90' ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9 TO THE SOUTHEAST CORNER OF THE NORTH 64 1/2 ACRES AS ESTABLISHED; THENCE, N89°46'51"W 1067.18' ALONG THE SOUTH LINE OF SAID NORTH 64 1/2 ACRES; THENCE, N1°41'35"E 126.05'; THENCE, N16°58'12"E 52.23'; THENCE, N25°14'19"E 313.08'; THENCE, N32°05'35"E 135.51'; THENCE, N19°35'32"E 200.00'; THENCE, N37°55'08"W 397.22'; THENCE, N37°55'08"W 111.51'; THENCE, N27°09'00"W 32.15'; THENCE, N8°17'03"W 72.38'; THENCE, N6°54'07"E 204.70'; THENCE, N24°01'42"W 18.73'; THENCE, N52°50'09"W 122.99'; THENCE, N18°53'30"W 49.11'; THENCE, N6°32'30"W 119.95'; THENCE, N35°19'00"W 281.96'; THENCE, N5°03'36"W 115.81'; THENCE, N46°55'43"W 348.98'; THENCE, N0°16'00"W 85.52' TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, SAID POINT ALSO BEING ON THE CENTERLINE OF 295TH STREET, PREVIOUSLY ESTABLISHED; THENCE, S89°59'37"E 1255.00' ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF THE NORTH 2 RODS OF THE EAST 12 ACRES IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE, S0°10'07"W 33.00' ALONG THE WEST LINE OF SAID EAST 12 ACRES TO THE SOUTHWEST CORNER OF SAID NORTH 2 RODS; THENCE, S89°59'37"E 397.67' ALONG THE SOUTH LINE OF SAID NORTH 2 RODS TO THE SOUTHEAST CORNER OF SAID NORTH 2 RODS, SAID POINT ALSO BEING ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE, S0°10'07"W 586.28' ALONG SAID EAST LINE THE CENTERLINE OF STREAM; THENCE, S61°07'22"E 30.47' ALONG SAID CENTERLINE; THENCE, S67°41'24"E 72.27'; THENCE, S89°40'34"E 75.36'; THENCE, N55°44'25"E 79.32'; THENCE, N51°13'46"E 430.17'; THENCE, N0°35'31"E 239.43'; THENCE, N32°09'11"W 155.05'; THENCE, N21°32'01"W 13.74' TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, THE AFORESAID ALL BEING ALONG SAID CENTERLINE OF STREAM ON THE NORTH LINE AS SHOWN IN PLAT BOOK 1, PAGE 191; THENCE, N89°41'13"E 943.84' ALONG SAID NORTH LINE OF LOT 4 TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE, S0°15'07"W 33.00' ALONG THE EAST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF SUBLOT 2 OF LOT 14 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, N89°41'13"E 631.79' ALONG THE NORTH LINE OF SAID SUBLOT 2 OF LOT 14 TO THE NORTHEAST OF SAID SUBLOT 2 OF LOT 14; THENCE, S0°06'21"W 539.98' ALONG THE EAST LINE OF SAID SUBLOT 2 OF LOT 14 TO THE SOUTHEAST CORNER OF SAID SUBLOT 2 OF LOT 14, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 8 OF THE

NORTHEAST 1/4 OF SAID SECTION 9; THENCE, N82°09'12"W 355.75' ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF LOT 9 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, S0°15'07"W 100.00' ALONG THE EAST LINE OF SAID LOT 9 TO THE SOUTH LINE OF THE NORTH 100.00' OF LOTS 9, 10 AND 11 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, S89°41'13"W 420.44' ALONG SAID SOUTH LINE TO A POINT ON THE WEST LINE OF SAID LOT 11; THENCE, S0°15'07"W 330.07' ALONG SAID WEST LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 295TH STREET, PREVIOUSLY ESTABLISHED; THENCE, N82°23'45"W 1296.23' ALONG SAID NORTH RIGHT OF WAY LINE TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE, S0°10'07"W 573.44' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 89.50 ACRES INCLUDING 3.88 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

**ATTACHMENT B**



**ATTACHMENT C**

Conditions on Approval:

No zoning permit may be issued until Base Flood Elevation data for the area located in the Special Flood Hazard Area has been determined by the Iowa Department of Natural Resources (IDNR). The Base Flood Elevation data was requested from the IDNR on June 2, 2021, and Planning and Development Staff anticipate receiving the requested data back in the next few months.

This condition has been placed on the final plat as a note, and the Base Flood Elevation data will be available from the Planning and Development office.

# MOHR SUBDIVISION

Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	225.74'	181.90'	71°06'15"	N54°26'29"W	211.53'
C2	214.16'	270.00'	45°26'43"	S53°15'22"E	208.59'
C3	43.51'	240.00'	10°23'17"	S24°05'01"E	43.45'

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	N1°41'35"E	126.05'
L2	N16°58'12"E	52.23'
L3	N32°05'36"E	135.51'
L4	N18°35'32"E	200.00'
L5	N37°55'00"W	111.51'
L6	N27°09'00"W	32.15'
L7	N8°17'03"W	72.36'
L8	N6°54'07"E	204.70'
L9	N24°01'42"W	18.73'
L10	N52°50'00"W	122.99'
L11	N18°53'30"W	49.11'
L12	N6°32'30"W	119.95'
L13	N5°03'38"W	115.81'
L14	N0°16'00"W	85.52'
L15	S0°10'07"W	33.00'
L16	S89°59'37"E	397.67'
L17	S61°07'22"E	30.47'
L18	S67°41'24"E	72.27'
L19	S89°40'34"E	75.36'
L20	N55°44'25"E	79.92'
L21	N32°09'11"W	155.05'
L22	N21°32'01"W	13.74'

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L23	S0°15'07"W	33.00'
L24	N82°09'12"W	355.75'
L25	S0°15'07"W	100.00'
L26	N18°53'22"W	493.53'
L27	S82°23'45"E	151.86'
L28	N89°46'51"W	112.99'
L29	N61°07'22"W	274.73'
L30	S77°19'48"W	109.20'
L31	S55°57'23"W	15.58'
L32	S55°57'23"W	136.89'
L33	S26°12'07"W	204.35'
L34	S33°00'28"W	284.48'
L35	S18°44'28"W	196.54'
L36	S15°49'07"W	267.83'
L37	S0°27'18"E	364.55'
L38	N67°39'34"W	316.73'
L39	N42°27'27"W	105.64'
L40	N0°47'27"E	273.82'
L41	S89°59'37"E	397.67'
L42	S0°10'07"W	33.00'
L43	S0°10'07"W	33.43'

LOT 1	(GROSS-ACRES)	(EASE-ACRES)	(NET-ACRES)
SW1/4 NW1/4 SEC 9-82-22	0.64 AC	0.06 AC	0.58 AC
SE1/4 NW1/4 SEC 9-82-22	2.45 AC	0.23 AC	2.22 AC
TOTAL	3.09 AC	0.29 AC	2.80 AC

OUTLOT 'A'	(GROSS-ACRES)	(EASE-ACRES)	(NET-ACRES)
SW1/4 NW1/4 SEC 9-82-22	1.39 AC	0.19 AC	1.20 AC
SE1/4 NW1/4 SEC 9-82-22	27.32 AC	1.12 AC	26.20 AC
NE1/4 SW1/4 SEC 9-82-22	23.00 AC	0.00 AC	23.00 AC
TOTAL	51.71 AC	1.31 AC	50.40 AC

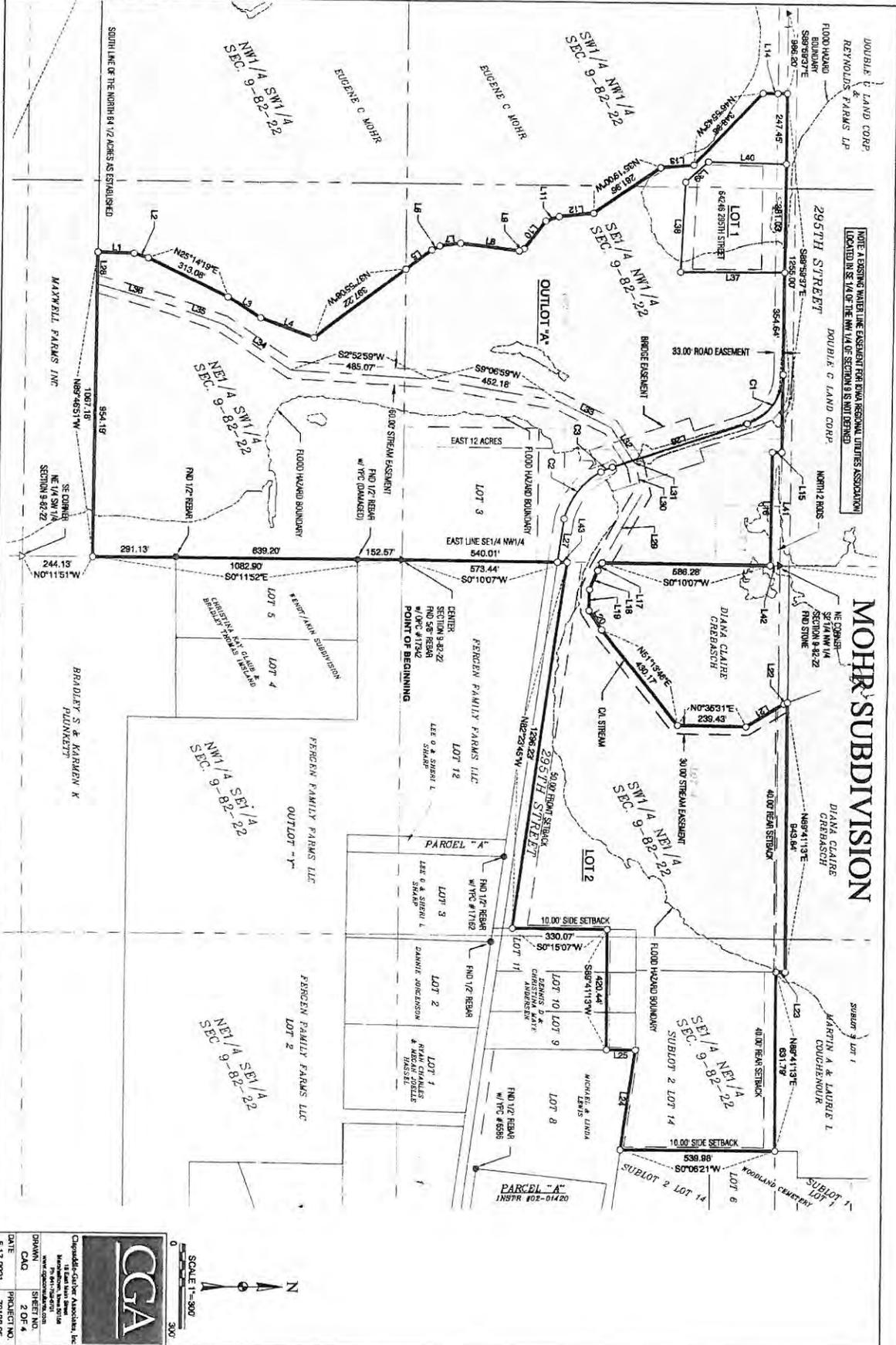
LOT 2	(GROSS-ACRES)	(EASE-ACRES)	(NET-ACRES)
SE1/4 NW1/4 SEC 9-82-22	6.77 AC	0.80 AC	5.97 AC
SW1/4 NE1/4 SEC 9-82-22	18.36 AC	0.00 AC	18.36 AC
SE1/4 NE1/4 SEC 9-82-22	9.58 AC	0.00 AC	9.58 AC
TOTAL	34.71 AC	0.80 AC	33.91 AC



Clayton-Garber Associates, Inc.  
18 East Main Street  
Mankato, MN 56001  
Ph 641-782-4701  
www.cgaassociates.com

DRAWN CAQ SHEET NO. 4 OF 4  
DATE 5-17-2021 PROJECT NO. 79138.05

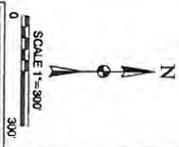


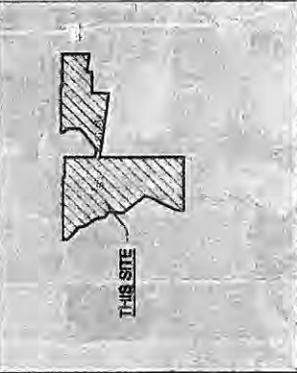


NOTE: AN EXISTING WATER LINE EASEMENT FROM IOWA REGIONAL UTILITIES ASSOCIATION LOCATED IN SE 1/4 OF SECTION 9 IS NOT SHOWN.

# MOHR SUBDIVISION

CGA  
 Copyright © 2021 CGA Associates, Inc.  
 All Rights Reserved.  
 DRAWN BY: [Name]  
 CAD: [Name]  
 DATE: 5-17-2021  
 SHEET NO. 2 OF 4  
 PROJECT NO. 79188.05





THIS SITE

# MOHR SUBDIVISION "A RESIDENTIAL PARCEL SUBDIVISION" STORY COUNTY FINAL PLAT

## FLOOD ZONE:

(ZONE "A") SPECIAL FLOOD HAZARD AREAS  
WITHOUT BASE FLOOD ELEVATION (BFE)  
PANEL # 19169C 0320F  
EFFECTIVE DATE JANUARY 15, 2021

## ZONE INFORMATION:

STORY COUNTY  
DISTRICT "A-1"  
AGRICULTURAL DISTRICT  
FRONT YARD: 50 FEET  
SIDE YARDS: 10 FEET  
REAR YARDS: 40 FEET  
LOT WIDTH: 100 FEET  
LOT AREA: N/A

## VICINITY MAP

NOT TO SCALE

## OWNER OF RECORD

EUGENE C MOHR  
98 SOUTH 6TH STREET #15  
NEVADA, IOWA

## SURVEY REQUESTED BY:

EUGENE MOHR  
FIELD WORK COMPLETED:  
MARCH 15, 2021

## LAND SURVEYOR

CLAPSADLE-GARBER ASSOCIATES JEREMY A HARRIS, PLS  
16 EAST MAIN STREET  
MARSHALLTOWN, IOWA 50158  
(641) 752-6701

## NOTES

\*ALL NEW LOTS SHALL REQUIRE A 911 ADDRESS FOR INHABITED STRUCTURES, INCLUDING RESIDENCES AND BUSINESSES; TELECOMMUNICATIONS TOWERS AND FACILITIES, AND FOR ANY PUBLIC ASSEMBLY AREA INCLUDING OPEN-AIR, OUTDOOR ACTIVITIES. 911 ADDRESSES SHALL BE ASSIGNED BY STORY COUNTY AT THE REQUEST OF THE PROPERTY OWNER.\*

- NO ZONING PERMIT MAY BE ISSUED UNTIL BASE FLOOD ELEVATION DATA FOR THE AREA LOCATED IN THE SPECIAL FLOOD HAZARD AREA HAS BEEN DETERMINED BY THE IOWA DEPARTMENT OF NATURAL RESOURCES.
- FOR BASE FLOOD ELEVATION DATA, PLEASE CONTACT STORY COUNTY COUNTY PLANNING AND DEVELOPMENT.

## DISTRICTS

ALLIANT ENERGY  
WATER DISTRICT: IOWA REGIONAL UTILITIES ASSOCIATION  
ELECTRIC DISTRICT: CONSUMER ENERGY & INTERSTATE POWER & LIGHT  
WINDSTREAM COMMUNICATIONS  
TAXING DISTRICT: INDIAN CREEK TOWNSHIP  
SCHOOL DISTRICT: COLLINS-MAXWELL COMMUNITY SCHOOL  
WATERSHED: EAST INDIAN CREEK  
FIRE DISTRICT: MAXWELL  
AMBULANCE DISTRICT: STORY COUNTY AMBULANCE

## DESCRIPTION

MOHR SUBDIVISION LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 ALL IN SECTION 9, TOWNSHIP 82 NORTH, RANGE 22 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 9; THENCE, S0°11'52"E 1082.80' ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9 TO THE SOUTHEAST CORNER OF THE NORTH 64 1/2 ACRES AS ESTABLISHED; THENCE, N88°46'55"W 1067.18' ALONG THE SOUTH LINE OF SAID NORTH 64 1/2 ACRES; THENCE, N1°41'35"E 128.05'; THENCE, N16°58'12"E 82.23'; THENCE, N25°14'19"E 313.08'; THENCE, N32°05'35"E 135.51'; THENCE, N19°35'32"E 200.00'; THENCE, N37°55'08"W 397.22'; THENCE, N37°55'08"W 111.51'; THENCE, N27°09'00"W 32.15'; THENCE, N8°17'03"W 72.38'; THENCE, N6°54'07"E 204.70'; THENCE, N24°01'42"W 18.73'; THENCE, N52°50'09"W 122.98'; THENCE, N18°53'30"W 49.11'; THENCE, N6°32'30"W 119.95'; THENCE, N35°19'00"W 281.96'; THENCE, N5°03'36"W 115.81'; THENCE, N46°55'43"W 348.98'; THENCE, N0°16'00"W 85.52' TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, SAID POINT ALSO BEING ON THE CENTERLINE OF 285TH STREET, PREVIOUSLY ESTABLISHED; THENCE, S89°58'37"E 1255.00' ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF THE NORTH 2 RODS OF THE EAST 12 ACRES IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE, S0°10'07"W 33.00' ALONG THE WEST LINE OF SAID EAST 12 ACRES TO THE SOUTHWEST CORNER OF SAID NORTH 2 RODS; THENCE, S88°58'37"E 397.67' ALONG THE SOUTH LINE OF SAID NORTH 2 RODS TO THE SOUTHWEST CORNER OF SAID NORTH 2 RODS, SAID POINT ALSO BEING ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE, S0°10'07"W 866.28' ALONG SAID EAST LINE TO THE CENTERLINE OF STREAM; THENCE, S61°07'22"E 30.47' ALONG SAID CENTERLINE; THENCE, S67°41'24"E 72.27'; THENCE, S68°40'24"E 75.36'; THENCE, N55°44'25"E 79.32'; THENCE, N51°13'46"E 430.17'; THENCE, N0°35'31"E 239.43'; THENCE, N32°08'11"W 155.05'; THENCE, N21°32'01"W 13.74' TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTH-EAST 1/4 OF SAID SECTION 9, THE AFORESAID ALL BEING ALONG SAID CENTERLINE OF STREAM ON THE NORTH LINE AS SHOWN IN PLAT BOOK 1, PAGE 181; THENCE, N89°41'13"E 943.84' ALONG SAID NORTH LINE OF LOT 4 TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE, S0°15'07"W 33.00' ALONG THE EAST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF SUBLOT 2 OF LOT 14 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, S0°10'07"W 631.79' ALONG THE NORTH LINE OF SAID SUBLOT 2 OF LOT 14 TO THE NORTHEAST OF SAID SUBLOT 2 OF LOT 14; THENCE, S0°06'21"W 539.98' ALONG THE EAST LINE OF SAID SUBLOT 2 OF LOT 14 TO THE SOUTHEAST CORNER OF SAID SUBLOT 2 OF LOT 14, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 8 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, N82°09'12"W 355.75' ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF LOT 9 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, S0°15'07"W 100.00' ALONG THE EAST LINE OF SAID LOT 9 TO THE SOUTH LINE OF THE NORTH 100.00' OF LOTS 9, 10 AND 11 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, S88°41'13"W 420.44' ALONG SAID SOUTH LINE TO A POINT ON THE WEST LINE OF SAID LOT 11; THENCE, S0°15'07"W 330.07' ALONG SAID WEST LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 295TH STREET, PREVIOUSLY ESTABLISHED; THENCE, N82°23'45"W 1296.23' ALONG SAID NORTH RIGHT OF WAY LINE TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE, S0°10'07"W 573.44' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 89.51' ACRES INCLUDING 2.40' ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

## LOT AREA:

LOT 1  
3.68 ACRES GROSS  
0.26 ACRES EASEMENT  
2.60 ACRES NET

## LOT 2

94.71 ACRES GROSS  
0.60 ACRES EASEMENT  
33.81 ACRES NET

## JURISDICTION:

STORY COUNTY

## ADDRESS

64246 295TH STREET  
MAXWELL, IOWA



## NOTE:

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

## LEGEND:

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



FINAL PLAT  
MOHR SUBDIVISION  
STORY COUNTY

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

JEREMY A. HARRIS, PLS  
Iowa License Number 22259  
My License Renewal Date is December 31, 2021  
Pages or sheets covered by this seal: SHEETS 1 OF 4, 2 OF 4, 3 OF 4 AND 4 OF 4



CGA  
Chadwick-Culver Associates, Inc.  
15 East Main Street  
Marshalltown, Iowa 50158  
PH: 641-752-6701  
FAX: 641-752-6701  
DRAWN: CAO  
SHEET NO: 1 OF 4  
DATE: 5-17-2021  
PROJECT NO: 781382.05

NORTHEAST 1/4 OF SAID SECTION 9; THENCE, N82°09'12"W 355.75' ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF LOT 9 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, S0°15'07"W 100.00' ALONG THE EAST LINE OF SAID LOT 9 TO THE SOUTH LINE OF THE NORTH 100.00' OF LOTS 9, 10 AND 11 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, S89°41'13"W 420.44' ALONG SAID SOUTH LINE TO A POINT ON THE WEST LINE OF SAID LOT 11; THENCE, S0°15'07"W 330.07' ALONG SAID WEST LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 295TH STREET, PREVIOUSLY ESTABLISHED; THENCE, N82°23'45"W 1296.23' ALONG SAID NORTH RIGHT OF WAY LINE TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE, S0°10'07"W 573.44' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 89.50 ACRES INCLUDING 3.88 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



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

Prepared By: Andrea Wagner, Story County Planning and Development, 900 6<sup>th</sup> Street, Nevada, IA 50201 (515) 382-7245

Please return to:  
Planning & Development

**AFFIDAVIT**

Deb Hayes, City Clerk, City of Maxwell, Iowa, attests to the following information. On May 28, 2021, Andrea Wagner, Planner for Story County Planning and Development, forwarded to the City of Maxwell the application materials for the Mohr Subdivision. During a June 7<sup>th</sup> meeting, the City of Maxwell passed a resolution waiving their right to review the Mohr Subdivision (Resolution 2021-15).

Inadvertently, this resolution passed by the City of Maxwell contains scrivener's errors in the legal description that was provided in the application materials for the subdivision. The purpose of this affidavit is to provide a corrected legal description and to confirm that the subdivision that the City of Maxwell took action on during the June 7<sup>th</sup> meeting is one and the same as that described in Attachment A. Attachment A to this affidavit provides the corrected legal description for the Mohr Subdivision.

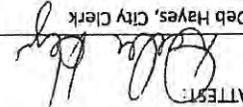
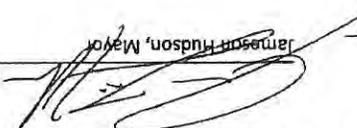
Deb Hayes *Deb Hayes* Date 6-25-2021  
City Clerk, City of Maxwell

Stephanie Jones *Stephanie Jones* Date 6-23-21  
Notary, State of Iowa License Expiration Date 2-1-22



NORTHWEST 1/4 OF SAID SECTION 9; THENCE, S0°10'07"W 586.28' ALONG SAID EAST LINE THE CENTERLINE OF STREAM, THENCE, S61°07'22"E 30.47' ALONG SAID CENTERLINE; THENCE, S67°41'24"E 72.27'; THENCE, S89°40'34"E 75.36'; THENCE, N55°44'25"E 79.32'; THENCE, N51°13'46"E 430.17'; THENCE, N0°35'31"E 239.43', THENCE, N32°09'11"W 155.05'; THENCE, N21°32'01"W 13.74' TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, THE AFORESAID ALL BEING ALONG SAID CENTERLINE OF STREAM ON THE NORTH LINE AS SHOWN IN PLAT BOOK 1, PAGE 191; THENCE, N89°41'13"E 943.84' ALONG SAID NORTH LINE OF LOT 4 TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE, S0°15'07"W 33.00' ALONG THE EAST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF SUBLOT 2 OF LOT 14 OF THE NORTHEAST 1/4 OF SAID SUBLOT 2 OF LOT 14 TO THE NORTHEAST OF SAID NORTH LINE OF SAID SUBLOT 2 OF LOT 14 TO THE EAST LINE OF SAID SUBLOT 2 OF LOT 14; THENCE, S0°06'21"W 539.98' ALONG THE EAST LINE OF SAID SUBLOT 2 OF LOT 14 TO THE SOUTHEAST CORNER OF SAID SUBLOT 2 OF LOT 14, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 8 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, N82°09'12"W 355.75' ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF LOT 9 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, S0°15'07"W 100.00' ALONG THE EAST LINE OF SAID SECTION 9; THENCE, S0°15'07"W 100.00' ALONG THE EAST LINE OF SAID LOT 9 TO THE SOUTH LINE OF THE NORTH 100.00' OF LOTS 9, 10 AND 11 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, S89°41'13"W 420.44' ALONG SAID SOUTH LINE TO A POINT ON THE WEST LINE OF SAID LOT 11; THENCE, S0°15'07"W 330.07' ALONG SAID WEST LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 295TH STREET, PREVIOUSLY ESTABLISHED; THENCE, N82°23'45"W 1296.23' ALONG SAID NORTH RIGHT OF WAY LINE TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE, S0°10'07"W 573.44' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 89.50 ACRES INCLUDING 3.88 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

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

Motion to approve: Steve Gast  
 Second: Doug Miller  
 Roll Call Vote: Gast Y Jans A Lawrence Y Miller Y  
 ATTEST:  Deb Hayes, City Clerk  
 Jameson Hudson, Mayor

**RESOLUTION 2021-15**

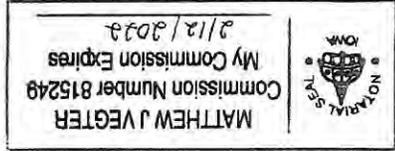
**A RESOLUTION TO WAIVE THE RIGHT TO REVIEW THE MOHR SUBDIVISION  
PER IOWA CODE 354.9.**

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

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

Mohr Subdivision located in the SOUTHWEST 1/4 OF THE NORTHWEST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 ALL IN SECTION 9, TOWNSHIP 82 NORTH, RANGE 22 WEST OF THE 5TH P.M., STORY COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 9; THENCE, S0°11'52"E 1082.90' ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9 TO THE SOUTHEAST CORNER OF THE NORTH 64 1/2 ACRES AS ESTABLISHED; THENCE, N89°46'51"W 1067.18' ALONG THE SOUTH LINE OF SAID NORTH 64 1/2 ACRES; THENCE, N1°41'35"E 126.05'; THENCE, N16°58'12"E 52.23'; THENCE, N25°14'19"E 313.08'; THENCE, N32°05'35"E 135.51'; THENCE, N19°35'32"E 200.00'; THENCE, N37°55'08"W 397.22'; THENCE, N37°55'08"W 111.51'; THENCE, N27°09'00"W 32.15'; THENCE, N8°17'03"W 72.38'; THENCE, N6°54'07"E 204.70'; THENCE, N24°01'42"W 18.73'; THENCE, N52°50'09"W 122.99'; THENCE, N18°53'30"W 49.11'; THENCE, N6°32'30"W 119.95'; THENCE, N35°19'00"W 281.96'; THENCE, N5°03'36"W 115.81'; THENCE, N46°55'43"W 348.98'; THENCE, N0°16'00"W 85.52' TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, SAID POINT ALSO BEING ON THE CENTERLINE OF 295TH STREET, PREVIOUSLY ESTABLISHED; THENCE, S89°59'37"E 1255.00' ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF THE NORTH 2 RODS OF THE EAST 12 ACRES IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE, S0°10'07"W 33.00' ALONG THE WEST LINE OF SAID EAST 12 ACRES TO THE SOUTHWEST CORNER OF SAID NORTH 2 RODS; THENCE, S89°59'37"E 397.67' ALONG THE SOUTH LINE OF SAID NORTH 2 RODS TO THE SOUTHEAST CORNER OF SAID NORTH 2 ROD, SAID POINT ALSO BEING ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE



NOTARY PUBLIC in and for the State of Iowa

Subscribed and sworn to before me by John Linden Caple, this 25<sup>th</sup> day of June 2021.

STATE OF IOWA :  
STORY COUNTY :  
ss :

BY *John Linden Caple*  
John Linden Caple, Executor

of all persons except as may be above stated.  
Grantor covenants to warrant and defend the real estate against the lawful claims  
free and clear of all liens and encumbrances except as may be above stated; and  
good and lawful authority to sell and convey the real estate; that the real estate is  
interest, that Grantor holds the real estate by title in fee simple; that Grantor has  
9. Warranty of Title. Grantor does hereby covenant with Grantee, and successors in

8. Conditions Precedent. This Easement shall be without force or effect unless and  
until the Story County Board of Supervisors has provided final approval for the  
Easement, and has accepted the Final Plat of Mohr Subdivision, by duly executed  
resolution of the Board.

7. Non-Exclusive Easement to Run with Land. This Easement is non-exclusive,  
which shall be perpetual in nature, shall run with the land, and shall be  
binding upon Grantor and Grantor's successors, heirs, and assigns.

6. Easement for Benefit of Grantee. This Easement shall be for the benefit  
of Grantee, its successors and assigns, and its permittees and licensees.  
However, Grantor, their successors and assigns shall be responsible for  
the maintenance and upkeep of the easement.

located within the Easement Area.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, S0°10'07"W 619.28' ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9 TO THE NORTHWESTERLY BOUNDARY LINE OF SAID 30.00' STREAM EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE, S61°07'22"E 30.47'; THENCE, S67°41'24"E 72.27'; THENCE, S89°40'34"E 75.36'; THENCE, N55°44'25"E 79.32'; THENCE, N51°13'46"E 430.17'; THENCE, N0°35'31"E 239.43'; THENCE, N32°09'11"W 155.05'; THENCE, N21°32'01"W 13.74' TO THE POINT OF TERMINI, THE AFORESAID ALL BEING ALONG SAID NORTHWESTERLY BOUNDARY LINE, CONTAINING 0.77 ACRES.

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

1. Purpose of Easement Grant. The Easement herein granted shall be for the purpose of widening, improving or protecting streams located within the Easement Area, as necessary.
2. Obstructions Prohibited. Grantor and its grantees, successors, heirs, and assigns shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining prior written consent of the Grantee, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining prior written consent of the County.
3. Change of Grade Prohibited. Grantor and its grantees, successors, heirs, and assigns shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of Grantee. Grantee shall have the right to restore unapproved changes without prior consent of Grantor.
4. Grantee's Rights of Access. Grantee shall have the right of access to the Easement Area and shall have all rights of ingress and egress to the Easement Area reasonably necessary to effectuate the purposes of this Easement.
5. Restoration of Property. Grantee shall restore the Easement Area after exercising any of its rights granted herein, provided, however, Grantee's duty of restoration shall be limited to grading and replacement of grass, sod, turf, natural landscaping, and any other ground cover. Grantee shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any other improvements

**STREAM EASEMENT**

KNOW ALL PERSONS BY THIS INSTRUMENT:

That the undersigned John Linden Caple as Executor of the Estate of Eugene Mohr, ("Grantor"), for good and valuable consideration does hereby grant unto Story County, Iowa ("Grantee"), and its successors and assigns, a stream easement upon, over or across the following described real estate:

**DESCRIPTION**

A 60.00' WIDE STREAM EASEMENT LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 IN SECTION 9, TOWNSHIP 82 NORTH, RANGE 22 WEST OF THE 5TH P.M., STORY COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE, N0°11'51"W 244.13' ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9 TO THE SOUTHEAST CORNER OF THE SOUTH LINE OF THE NORTH 64 1/2 ACRES AS ESTABLISHED; THENCE, N89°46'51"W 954.19' ALONG SAID SOUTH LINE TO THE CENTERLINE OF SAID STREAM EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE, N15°49'07"E 267.83'; THENCE, N18°44'28"E 196.54'; THENCE, N33°00'26"E 284.48'; THENCE, N2°52'59"E 485.07'; THENCE, N9°06'59"E 452.18'; THENCE, N26°12'07"E 204.35'; THENCE, N55°57'23"E 154.46'; THENCE, N77°19'46"E 109.20'; THENCE, S61°07'22"E 274.73' TO THE POINT OF TERMINI THE AFORESAID ALL BEING ALONG SAID CENTERLINE, CONTAINING 3.35 ACRES.

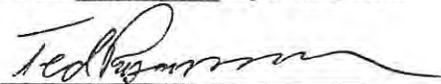
**DESCRIPTION**

A 30.00' WIDE STREAM EASEMENT LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 IN SECTION 9, TOWNSHIP 82 NORTH, RANGE 22 WEST OF THE 5TH P.M., STORY COUNTY, IOWA.

155.05'; THENCE, N21°32'01"W 13.74' TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, THE AFORESAID ALL BEING ALONG SAID CENTERLINE OF STREAM ON THE NORTH LINE AS SHOWN IN PLAT BOOK 1, PAGE 191; THENCE, N89°41'13"E 943.84' ALONG SAID NORTH LINE OF LOT 4 TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE, S0°15'07"W 33.00' ALONG THE EAST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF SUBLOT 2 OF LOT 14 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, N89°41'13"E 631.79' ALONG THE NORTH LINE OF SAID SUBLOT 2 OF LOT 14 TO THE NORTHEAST OF SAID SUBLOT 2 OF LOT 14; THENCE, S0°06'21"W 539.98' ALONG THE EAST LINE OF SAID SUBLOT 2 OF LOT 14 TO THE SOUTHEAST CORNER OF SAID SUBLOT 2 OF LOT 14, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 8 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, N82°09'12"W 355.75' ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF LOT 9 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, S0°15'07"W 100.00' ALONG THE EAST LINE OF SAID LOT 9 TO THE SOUTH LINE OF THE NORTH 100.00' OF LOTS 9, 10 AND 11 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, S89°41'13"W 420.44' ALONG SAID SOUTH LINE TO A POINT ON THE WEST LINE OF SAID LOT 11; THENCE, S0°15'07"W 330.07' ALONG SAID WEST LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 295TH STREET, PREVIOUSLY ESTABLISHED; THENCE, N82°23'45"W 1296.23' ALONG SAID NORTH RIGHT OF WAY LINE TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE, S0°10'07"W 573.44' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 89.50 ACRES INCLUDING 3.88 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Parcel Numbers 15-09-100-405, 15-09-100-300, 15-09-300-205, 15-09-300-210, 15-09-100-325, 15-09-100-410, 15-09-250-110, 15-09-275-105, 15-09-275-310 are free from taxes at the time of this Certification.

DATED at Nevada, Story County, Iowa, this 22<sup>nd</sup> day of June, 2021.



Ted Rasmusson  
Treasurer of Story County, Iowa

CERTIFICATE OF COUNTY TREASURER

I, TED RASMUSSESON, do hereby CERTIFY that I am the Treasurer of Story

County, Iowa. I further CERTIFY that the real estate described as follows, to-wit:

MOHR SUBDIVISION LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 9, TOWNSHIP 82 NORTH, RANGE 22 WEST OF THE 5TH P.M., STORY COUNTY, IOWA.  
MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 9; THENCE, S0°11'52"E 1082.90' ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9 TO THE SOUTHEAST CORNER OF THE NORTH 64 1/2 ACRES AS ESTABLISHED; THENCE, N89°46'51"W 1067.18' ALONG THE SOUTH LINE OF SAID NORTH 64 1/2 ACRES; THENCE, N1°41'35"E 126.05', THENCE, N16°58'12"E 52.23', THENCE, N25°14'19"E 313.08', THENCE, N32°05'35"E 135.51', THENCE, N19°35'32"E 200.00', THENCE, N37°55'08"W 397.22'; THENCE, N37°55'08"W 11.51', THENCE, N27°09'00"W 32.15', THENCE, N8°17'03"W 72.38'; THENCE, N6°54'07"E 204.70', THENCE, N24°01'42"W 18.73', THENCE, N52°50'09"W 122.99'; THENCE, N18°53'30"W 49.11', THENCE, N6°32'30"W 119.95', THENCE, N35°19'00"W 281.96'; THENCE, N5°03'36"W 115.81', THENCE, N46°55'43"W 348.98', THENCE, N0°16'00"W 85.52' TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, SAID POINT ALSO BEING ON THE CENTERLINE OF 295TH STREET, PREVIOUSLY ESTABLISHED; THENCE, S89°59'37"E 1255.00' ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF THE NORTH 2 RODS OF THE EAST 12 ACRES IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE, S0°10'07"W 33.00' ALONG THE WEST LINE OF SAID EAST 12 ACRES TO THE SOUTHWEST CORNER OF SAID NORTH 2 RODS; THENCE, S89°59'37"E 397.67' ALONG THE SOUTH LINE OF SAID NORTH 2 RODS TO THE SOUTHEAST CORNER OF SAID NORTH 2 RODS, SAID POINT ALSO BEING ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE, S0°10'07"W 586.28' ALONG SAID EAST LINE THE CENTERLINE OF STREAM; THENCE, S61°07'22"E 30.47' ALONG SAID CENTERLINE; THENCE, S67°41'24"E 72.27', THENCE, S89°40'34"E 75.36', THENCE, N55°44'25"E 79.32'; THENCE, N51°13'46"E 430.17', THENCE, N0°35'31"E 239.43', THENCE, N32°09'11"W

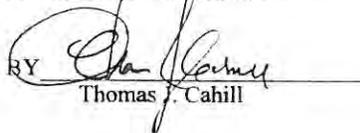
CENTERLINE OF STREAM; THENCE, S61°07'22"E 30.47' ALONG SAID CENTERLINE; THENCE, S67°41'24"E 72.27'; THENCE, S89°40'34"E 75.36'; THENCE, N55°44'25"E 79.32'; THENCE, N51°13'46"E 430.17'; THENCE, N0°35'31"E 239.43', THENCE, N32°09'11"W 155.05'; THENCE, N21°32'01"W 13.74' TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, THE AFORESAID ALL BEING ALONG SAID CENTERLINE OF STREAM ON THE NORTH LINE AS SHOWN IN PLAT BOOK 1, PAGE 191; THENCE, N89°41'13"E 943.84' ALONG SAID NORTH LINE OF LOT 4 TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE, S0°15'07"W 33.00' ALONG THE EAST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF SUBLOT 2 OF LOT 14 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, N89°41'13"E 631.79' ALONG THE NORTH LINE OF SAID SUBLOT 2 OF LOT 14 TO THE NORTHEAST OF SAID SUBLOT 2 OF LOT 14; THENCE, S0°06'21"W 539.98' ALONG THE EAST LINE OF SAID SUBLOT 2 OF LOT 14 TO THE SOUTHEAST CORNER OF SAID SUBLOT 2 OF LOT 14, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 8 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, N82°09'12"W 355.75' ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF LOT 9 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, S0°15'07"W 100.00' ALONG THE EAST LINE OF SAID LOT 9 TO THE SOUTH LINE OF THE NORTH 100.00' OF LOTS 9, 10 AND 11 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE, S89°41'13"W 420.44' ALONG SAID SOUTH LINE TO A POINT ON THE WEST LINE OF SAID LOT 11; THENCE, S0°15'07"W 330.07' ALONG SAID WEST LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 295TH STREET, PREVIOUSLY ESTABLISHED; THENCE, N82°23'45"W 1296.23' ALONG SAID NORTH RIGHT OF WAY LINE TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE, S0°10'07"W 573.44' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 89.50 ACRES INCLUDING 3.88 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

I am of the opinion that the Abstract shows on the date of continuation thereof good and merchantable title to the above-described real estate in fee simple in the Eugene Mohr Estate.

We find no tax liens or other encumbrances against the above-described real estate.

Yours truly,

CAHILL LAW OFFICES

BY  Thomas J. Cahill

TJC:





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

ACKNOWLEDGMENT OF CONSENT AND DEDICATION  
OF FINAL PLAT OF  
MOHR SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That JOHN LINDEN CAPLE as Executor of the Eugene Mohr Estate, of Maxwell, Iowa hereby COVENANTS that he is lawfully seized of the premises described as follows:

MOHR SUBDIVISION LOCATED IN THE SOUTHWEST 1/4 OF THE  
NORTHWEST 1/4, THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, THE  
NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 ALL IN  
SECTION 9, TOWNSHIP 82 NORTH, RANGE 22 WEST OF THE 5TH P.M., STORY  
COUNTY, IOWA.  
MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE  
CENTER OF SAID SECTION 9; THENCE, S0°11'52"E 1082.90' ALONG THE EAST  
LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9  
TO THE SOUTHEAST CORNER OF THE NORTH 64 1/2 ACRES AS  
ESTABLISHED; THENCE, N89°46'31"W 1067.18' ALONG THE SOUTH LINE OF  
SAID NORTH 64 1/2 ACRES; THENCE, N1°41'35"E 126.05'; THENCE, N16°58'12"E  
52.23'; THENCE, N25°14'19"E 313.08'; THENCE, N32°05'35"E 135.51'; THENCE,  
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N6°54'07"E 204.70'; THENCE, N24°01'42"W 18.73'; THENCE, N52°50'09"W 122.99';  
THENCE, N18°53'30"W 49.11'; THENCE, N6°32'30"W 119.95'; THENCE,  
N35°19'00"W 281.96'; THENCE, N5°03'36"W 115.81'; THENCE, N46°55'43"W  
348.98'; THENCE, N0°16'00"W 85.52' TO A POINT ON THE NORTH LINE OF THE  
SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, SAID POINT  
ALSO BEING ON THE CENTERLINE OF 295TH STREET, PREVIOUSLY  
ESTABLISHED; THENCE, S89°59'37"E 1255.00' ALONG SAID NORTH LINE TO  
THE NORTHWEST CORNER OF THE NORTH 2 RODS OF THE EAST 12 ACRES  
IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9;  
THENCE, S0°10'07"W 33.00' ALONG THE WEST LINE OF SAID EAST 12 ACRES  
TO THE SOUTHWEST CORNER OF SAID NORTH 2 RODS; THENCE, S89°59'37"E  
397.67' ALONG THE SOUTH LINE OF SAID NORTH 2 RODS TO THE  
SOUTHEAST CORNER OF SAID NORTH 2 RODS, SAID POINT ALSO BEING ON  
THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID  
SECTION 9; THENCE, S0°10'07"W 586.28' ALONG SAID EAST LINE THE  
CENTERLINE OF STREAM; THENCE, S61°07'22"E 30.47' ALONG SAID  
CENTERLINE; THENCE, S67°41'24"E 72.27'; THENCE, S89°40'34"E 75.36';  
THENCE, N55°44'25"E 79.32'; THENCE, N51°13'46"E 430.17'; THENCE, N0°35'31"E  
239.43'; THENCE, N32°09'11"W 155.05'; THENCE, N21°32'01"W 13.74' TO A POINT  
ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF

# Staff Report

## Board of Supervisors

Date of Meeting:

July 6, 2021

**Case Number SUB21-000004**

Residential Parcel Subdivision

Mohr Subdivision

Resolution No. 22-04

**APPLICANT:**

Hertz Real Estate—Matt Vegter

415 South 11<sup>th</sup> Street

Nevada, IA 50201

**STAFF PROJECT MANAGER:**

Andrea Wagner, Planner

**SUMMARY:**

The proposed Residential Parcel Subdivision will reconfigure six existing parcels (15-09-100-325, 15-09-100-410, 15-09-300-210, 15-09-250-110, 15-09-275-105, 15-09-275-310) into two lots and one outlot as follows, in order from west to east:

- Proposed Lot 1, a 2.80 net-acre lot, which contains an existing dwelling at 64246 295<sup>th</sup> Street and accessory structures.
- Proposed Outlot A containing 50.40 net acres, which is not considered buildable for a dwelling.
- Proposed Lot 2, a 33.91 net-acre lot. Lot 2 is in pasture at this time. The subdivision will allow a dwelling to be constructed on Lot 2 in the future.

All requirements for a residential parcel subdivision have been met. Planning and Development staff recommend approval with a condition related to development in the floodplain.





**Property Owner**

Estate of Eugene Mohr/Eugene C. Mohr

**Parcel Identification Number(s)**

15-09-100-325, 15-09-100-410, 15-09-300-210, 15-09-250-110, 15-09-275-105, 15-09-275-310

**Size of Area**

87.11 net acres

**Location of Subdivision**

Indian Creek Township (Section 9, Township 82, Range 22) SW NW, SE NW, NE SW, SW NE, SE NE

**Districts**

A-1 Agricultural District  
Maxwell Fire  
Collins-Maxwell School District  
Iowa Regional Utilities Association  
Interstate Power & Light  
Story County Ambulance  
East Indian Creek Watershed

**Description of Proposed Subdivision**

The application is to consider a request for a Residential Parcel Subdivision to reconfigure six existing parcels into two lots and one outlot as follows, in order from west to east:

- Proposed Lot 1, a 2.80 net-acre lot, which contains the existing dwelling at 64246 295<sup>th</sup> Street and accessory structures.
- Proposed Outlot A containing 50.40 net acres, which is not considered buildable for a dwelling.
- Proposed Lot 2, a 33.91 net-acre lot. Lot 2 is in pasture at this time. The subdivision will allow a dwelling to be constructed on Lot 2 in the future.

Lot 1 has an existing access located on 295<sup>th</sup> Street. A new access would need to be granted for Lot 2 off of 295<sup>th</sup> Street when development occurs.

**Current and Future Land Use**

Both proposed Lot 1 and 2 are currently zoned for A-1 Agricultural. Currently, Lot 1 has an existing dwelling and accessory structures and is considered a farmstead. The area that is proposed for Lot 2 is currently being used as pasture and recreational land.



The property is designated as Agricultural Conservation and Natural Resource Area on the Cornerstone to Capstone (C2C) Future Land Use Map. There is floodplain located on both proposed development lots, as well as the outlot. Indian Creek runs through the property.

Principles for Agricultural Conservation Area designation include to encourage high-value agriculture lands to remain in production, direct non-agricultural development to other C2C Plan Designations, and limit conflicts between agricultural uses, residences, and other uses.

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

In the case of the requested subdivision, no additional buildable parcels are being created and the subdivision is creating a more preferable/logical configuration for several existing parcels.

Proposed Lot 1 contains a dwelling that is considered a farmstead. The farmstead would have been permitted to be divided onto a parcel one net-acre or greater in size. However, the applicant previously completed a division that divided the area in row crop to the west of the farmstead and left the farmstead as part of the land that contains the pasture and recreational land. The pasture and recreational land will become Outlot A as part of the proposed subdivision, which is not considered buildable, leaving the farmstead as Lot 1.

The parcel that makes up the majority of proposed Lot 2 was also considered buildable for a single-family dwelling as it is a legally established lot of record. Legally established lots of record cannot maintain that status and be reconfigured. The applicant wanted to reconfigure the parcel as a portion of proposed Outlot A, which is mainly south of 295<sup>th</sup>, but was located north of the road. It was more logical to include this piece of land with proposed Lot 2, which is also located north of the road. The applicant also wanted to include two smaller parcels under the same ownership to the west in Lot 2. These parcels are potentially also legally established lots of record. They do not have road frontage. Including them as part of Lot 2 prevents parcels without frontage and less-than-ideal topography from being developed.

While there are no immediate plans for development, protections for natural resources would apply as would floodplain development requirements if development occurred in the natural areas or floodplain. Erosion control requirements in Section 88.05 will apply to any development of the lots. The requirements include a construction buffer from sensitive environmental areas and other requirements for temporary stabilization of disturbed soils on a site. Development in the natural resource area is discouraged, and if more than 15% of that area is disturbed mitigation will be required. A stream easement has also been submitted along Indian Creek where it runs through the proposed subdivision.



Regarding floodplain requirements, Story County's Floodplain Management requirements require that the Base Flood Elevation (BFE) is shown on the plat. The Iowa Department of Natural Resources determines the BFE. They are experiencing a backlog of several months. Staff worked with the DNR to allow the plat to move forward without the BFE. A recommended condition on the plat is that no zoning permit may be issued until BFE has been determined by the Iowa Department of Natural Resources (IDNR). This is a similar condition placed on a previous subdivision that contained floodplain—staff received the BFE for this subdivision within a few months. This condition has already been placed as a note on the plat.

**Applicant's Property and Current Surrounding Land Use**

The property is located in Indian Creek Township. It is within 2 miles of the corporate limits of the City of Maxwell. Adjacent properties include:

**North**

A 12.04 net-acre parcel in the A-1 Agricultural zoning district. This parcel is owned by Grebasch, Diana Claire (Trustee). This parcel includes a dwelling and agricultural uses.

A 74.38 net-acre parcel in the A-1 Agricultural zoning district. This parcel is owned by Coughenour, Martin A. and Laurie L. This parcel includes a dwelling and agricultural uses.

A 39.47 net-acre parcel in the A-1 Agricultural zoning district. This parcel is owned by Double G Land Corp. This parcel is in row crop production.

A 34.40 net-acre parcel in the A-1 Agricultural zoning district. This parcel is owned by Reynolds Farms LP and Double G Land Corp and is in row crop production.

**East**

A 7.60 net-acre parcel in the A-1 Agricultural zoning district. This parcel is owned by Woodland Cemetery.

A 8.20 net-acre parcel in the A-1 Agricultural zoning district. This parcel is owned by Lewis, Michael and Linda. This parcel includes a dwelling and pasture.

A 3.58 net-acre parcel in the A-1 Agricultural Zoning district. This parcel is owned by Christina Maye and Dennis Andersen and contains a dwelling and pasture.

**South**

A 3.61 net-acre parcel in the A-R Agricultural Residential zoning district. This parcel is owned by Sharp, Lee O. and Sheri L. and contains a dwelling. It is Lot 3 in the Wendt/Akin Subdivision, which contains five total development (building) lots.



A 42.81 net-acre parcel in the A-1 Agricultural zoning district. This parcel is owned by Fergen Family Farms LLC and is in row crop production. It is also an outlot in the Wendt/Akin Subdivision.

Two parcels totaling 8.22 net-acres, both in the A-R Agricultural Residential zoning district and each owned by Glaub, Christina Kay. One of the parcels is in agricultural use, and one includes a dwelling.

One parcel totaling 89.19 net-acres owned by Bradley S. and Karmen K. Plunkett and in agricultural production. The parcel is zoned A-1 Agricultural.

One 47.5 net-acre parcel owned by Maxwell Farms and in agricultural production. The parcel is zoned A-1 Agricultural.

#### **West**

An approximately 80.49 net-acres parcel in the A-1 Agricultural zoning district. This parcel is owned by Mohr, Eugene C. and is in row crop production.

There are fifty-five (55) parcels located within a quarter mile of the property. Of those parcels, nineteen (19) contain a single-family dwelling. Six (6) parcels within the quarter mile of the property meet or exceed the minimum 35-acre requirement to construct a single-family dwelling in the A-1 Agricultural Zoning District.

#### **Applicable Regulations – Story County Land Development Regulations**

##### **87.07 RESIDENTIAL SUBDIVISION PLAT**

1. A subdivision may be submitted for review and approval as a residential parcel subdivision plat when all of the following are true:
  - a. The development lots created by the subdivision are intended to be used for residential purposes;
  - b. Only two development lots may be created;
  - c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead as defined in Section 85.08, in existence;
  - d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use;
  - e. The subdivision lies wholly within the A-1 district. For parcels located within the boundaries of the *Ames Urban Fringe Plan*, the subdivision must be both zoned A-1 Agricultural and lie wholly within the Rural Service and Agricultural Conservation Area designation;



- f. Both development lots (created by the Residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met
- g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement
- h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.
- i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat.

### **Commentary**

The following comments are part of the official record of the proposed Residential Subdivision Plat – **Mohr Subdivision, Case No. SUB21-000004**. If necessary, conditions of approval may be formulated based on these comments.

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

The application materials were forwarded to the members of the Interagency Review Team on May 25, 2021, and the following applicable comments were received.

#### **Story County Engineer**

Any new driveways will require a permit from the Engineer's Office.

#### **Story County Environmental Health**

Please observe these requirements for wastewater treatment for proposed subdivisions with three or more lots:

#### **STORY COUNTY CODE OF ORDINANCES**

#### **65.21 SUBDIVISION PLANNING FOR WASTEWATER TREATMENT.**

1. Soil-based treatment is the preferred method of treatment and septic system placement shall be a key part of the planning phase for subdivisions. Establishing lot sizes, lot lines, green spaces, easements, and road placement for a subdivision shall consider the soils, slope, waterways and sensitive environmental areas, providing for soil-based wastewater treatment as much as possible. Cluster systems (multiple houses using a shared system) are recommended for subdivisions in close proximity to a municipal sanitary sewer service area with potential to be incorporated within the city's growth area. Cluster systems shall have a maintenance contract for the life of the system.

2. The final plat for a subdivision shall show the area proposed for the septic system for each lot, based on soil maps, contours, waterways, setbacks, proposed wells, and probable house placement. Soil coring is not required for this step. Prior to any construction, or earth moving in



the subdivision, the septic system area shall be cordoned off to protect the soil from construction related compaction.

#### 65.22 SUBDIVISION LOT SITE EVALUATIONS.

1. For any subdivision of three lots or more, a Professional Evaluator, other than the Sanitarian, must be hired to conduct the site evaluation for each lot. The evaluation shall prioritize using the area identified as the lateral field location on the final plat.
2. The subdivision developer shall obtain a site evaluation report for each lot. The developer may pass this responsibility, in writing, to the buyer of a lot in said subdivision. The site evaluation shall be submitted to the Environmental Health Department prior to house construction.
3. The Sanitarian will review all site evaluations for subdivision lots for accuracy prior to issuing a septic permit.

#### Story County Assessor

The Assessor's office will need some additional information on what the intentions are for Lot 1 and Lot 2. Will factor in the classification of the properties for the 01/01/2022 assessments.

#### Story County Conservation

No comments

#### Story County Auditor

No Comments

#### Story County Planning & Development Department

1. A written stream easement is required per 88.05 of the County Code. We will need to review a copy, and please have this easement recorded with Story County.
2. Erosion control requirements in Section 88.05 will apply to any development of the lots. The requirements include a construction buffer from sensitive environmental areas and other requirements for temporary stabilization of disturbed soils on a site.
3. There is a substantial amount of existing natural resource areas on both proposed development lots (Lot 1 and Lot 2). Any development in the natural resource area is discouraged, and if more than 15% of that area is disturbed mitigation will be required.
4. The Base Flood Elevation (BFE) needs to be determined for this subdivision. We will request this from the Iowa Department of Natural Resources and get back to you with their timeframe for completing this.

Planning and Development staff had several other comments regarding the proposed subdivision, largely in regard to additional information needed on the plat. The remaining



comments above carry forward in regard to the development of Lots 1 and 2. A stream easement has been submitted to the Planning and Development office and will be recorded.

#### **Conditions on Approval of the Final Plat**

No zoning permit may be issued until Base Flood Elevation data for the area located in the Special Flood Hazard Area has been determined by the Iowa Department of Natural Resources (IDNR). The Base Flood Elevation data was requested from the IDNR on June 2, 2021, and Planning and Development Staff anticipate receiving the requested data back in the next few months.

This condition has been placed on the final plat as a note, and the Base Flood Elevation data will be available from the Planning and Development office.

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

Notification letters were mailed to surrounding property owners within a ¼ mile of the subject property regarding the public meeting on the subdivision request on June 28, 2021.

No comments were received as of the writing of this report.

#### **Comments from Cities within Two Miles**

The City of Maxwell is located within two miles. The City received copies of the proposed residential parcel subdivision. The City passed a resolution (2021-15) waiving the right to review the subdivision. After the City's resolution was passed during a June 7<sup>th</sup> meeting, Planning and Development Staff noted the resolution included scrivener's errors in the legal description included on said resolution. The City Clerk for the City of Maxwell signed an affidavit on June 23, 2021 confirming that the subdivision the City took action on during the June 7<sup>th</sup> meeting is one and the same as that described in the affidavit with the corrected legal description.

#### **Analysis**

Points to consider in evaluating the applicant's request to divide their property through the Residential Subdivision Plat process to create two (2) lots for residential use.

1. The property owner proposes to reconfigure their six existing parcels, totaling 87.11 net acres, to create one additional buildable lot and one outlot that is not buildable.
2. There are plans to develop Lot 2 in the future.
3. There is an existing dwelling on Lot 1.
4. An access exists for Lot 1, but an access will need to be created for Lot 2.
5. All requirements for a Residential Subdivision Plat in Section 87.07 of the Story County Land Development Regulations are met.
6. There are a total of 55 parcels located within a quarter mile of the subject property. Of the 55 parcels, 19 contain single-family dwellings.
7. Additional divisions of the lots created with Residential Parcel Subdivisions are not permitted.



8. The Base Flood Elevation data will be determined by the Iowa Department of Natural Resources and the applicant has complied with adding the requested condition to the plat that no zoning permits will be issued until this data is available.

### **Alternatives**

Story County Planning & Development Staff recommend the approval of the Mohr Residential Parcel Subdivision, as proposed (alternative #2).

1. The Story County Board of Supervisors approves Resolution #22-04, the Mohr Residential Parcel Subdivision as submitted.
2. **The Story County Board of Supervisors approves Resolution #22-04, the Mohr Residential Parcel Subdivision, with conditions as follow:**

No zoning permit may be issued until Base Flood Elevation data for the area located in the Special Flood Hazard Area has been determined by the Iowa Department of Natural Resources (IDNR). The Base Flood Elevation data was requested from the IDNR on June 2, 2021, and Planning and Development Staff anticipate receiving the requested data back in the next few months.

This condition has been placed on the final plat as a note, and the Base Flood Elevation data will be available from the Planning and Development office.

3. The Story County Board of Supervisors denies Resolution #22-04, the Mohr Residential Parcel Subdivision as submitted.
4. The Story County Board of Supervisors tables the decision on Resolution #22-04, the Mohr Residential Parcel Subdivision and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on the Board of Supervisor's agenda.

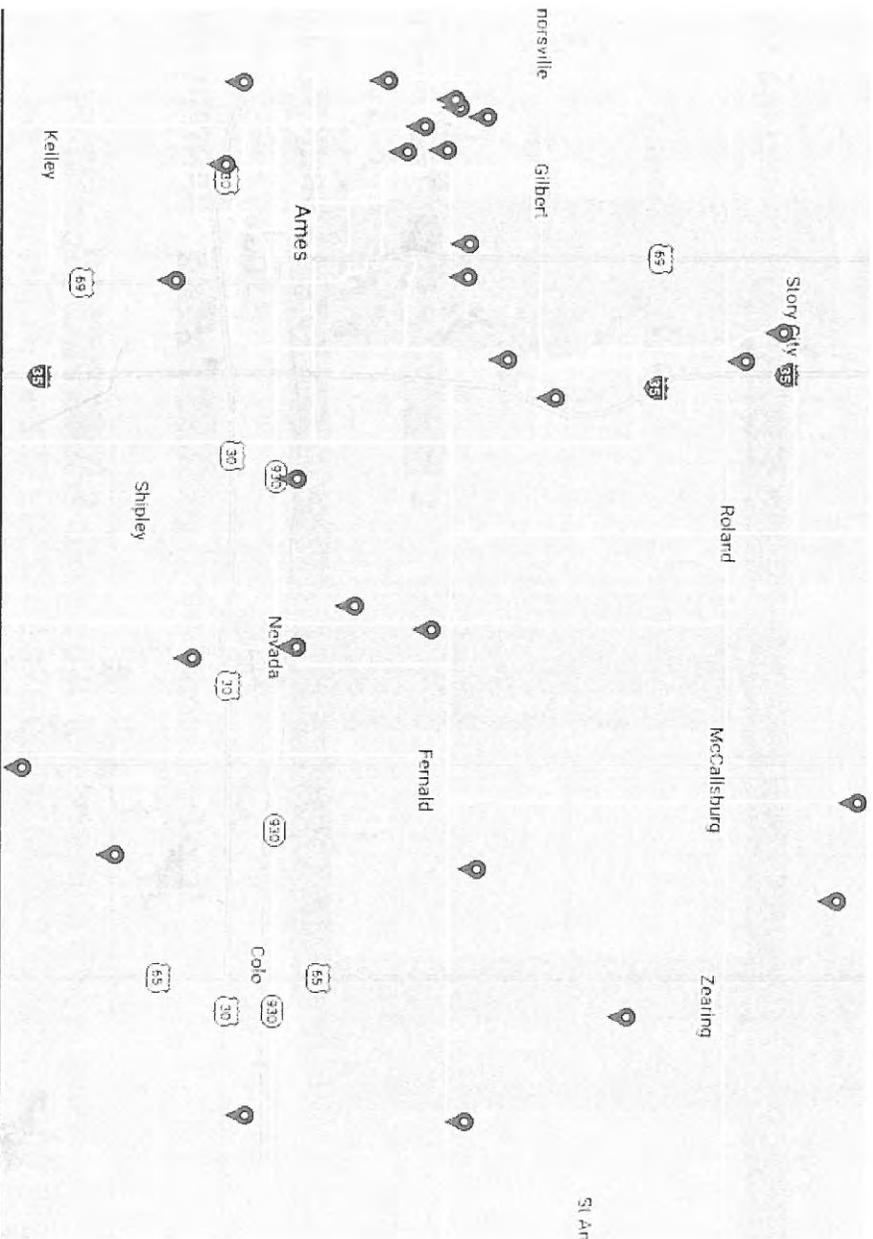


## **Board of Supervisors**

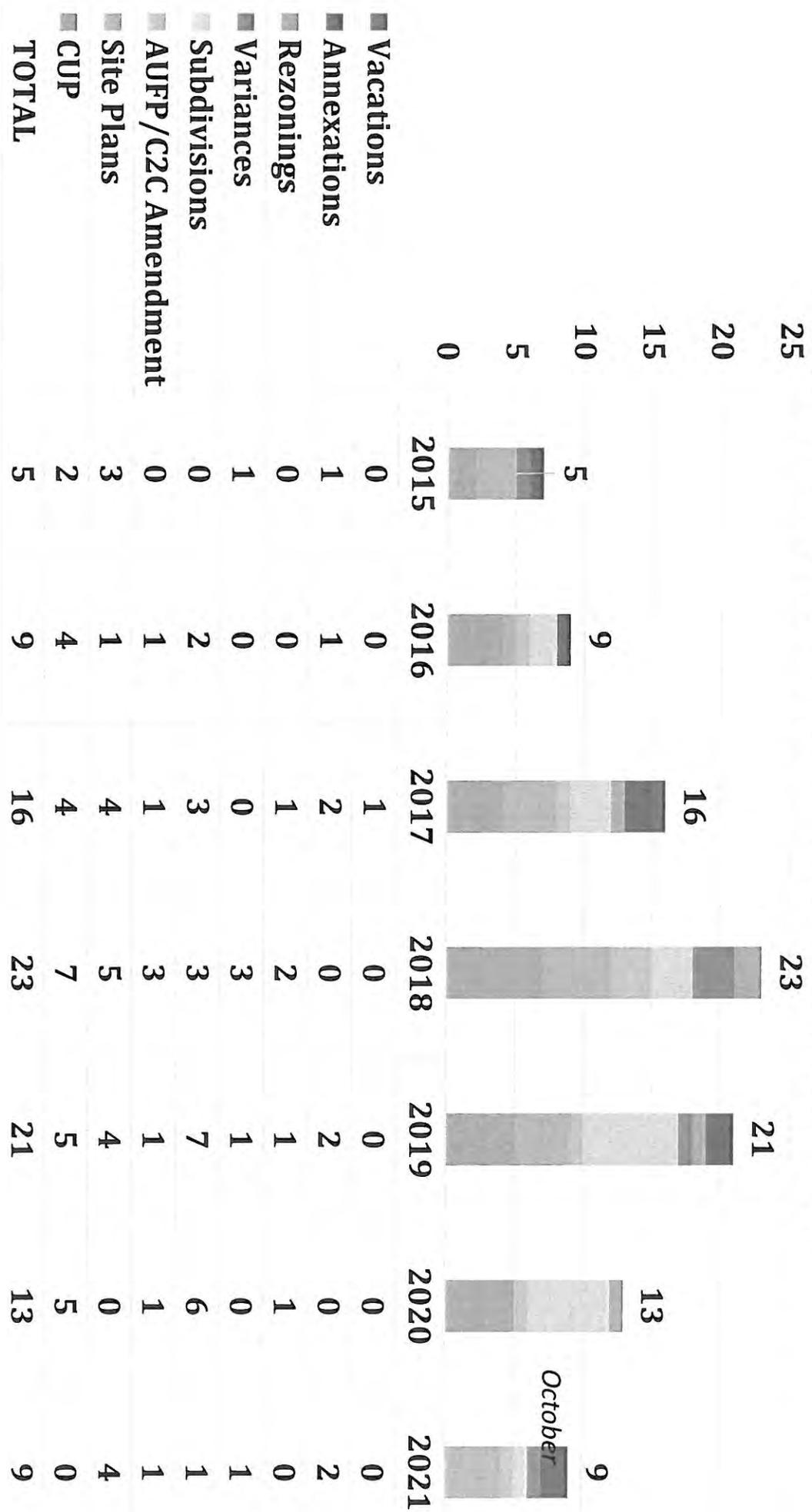
**Planning and Development Department  
Quarterly Report—Second Quarter 2021**

**Tuesday July 6, 2021**

# Map of Second Quarter 2021 Permits

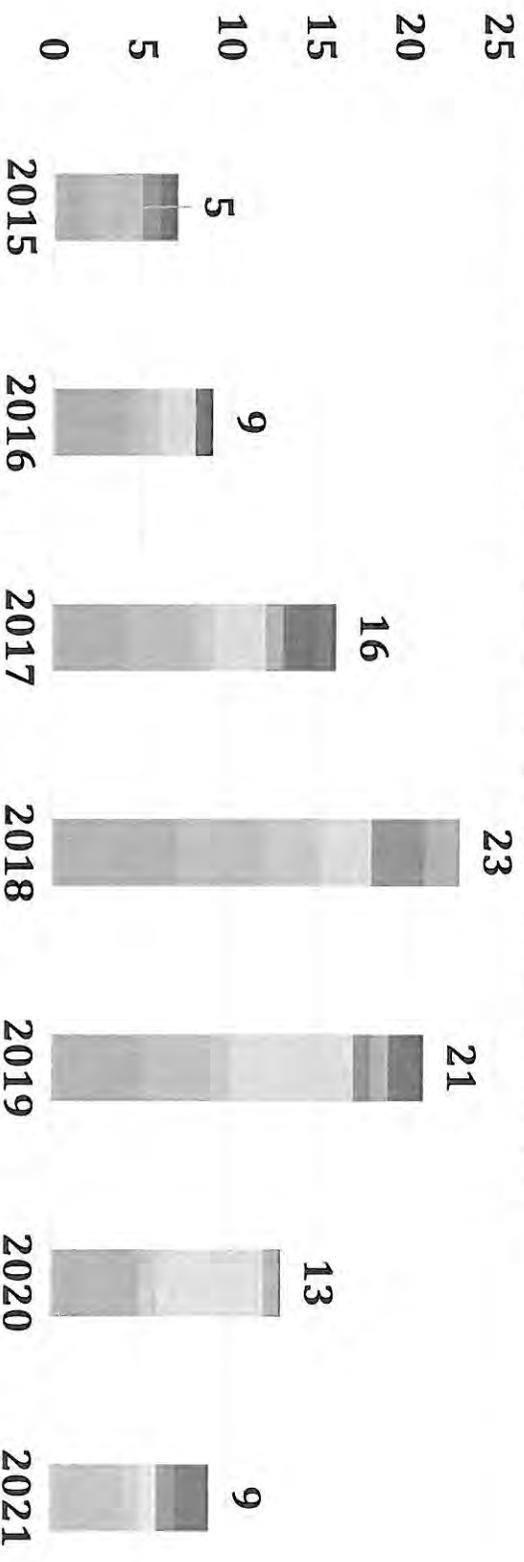


## Completed Development Cases--Second Quarter 2021



October

## Completed Development Cases--Second Quarter 2021



- Cases included the annexation of Verbio and the Flummerfelt property, Brant Lemer Site Plan
- Not included was a floodplain ordinance amendment, two special event reviews, bringing edits to chapter 86, 87, and 89 to the Planning and Zoning Commission for discussion, and an appeal that was withdrawn
- Property Research: six in second quarter 2021 (six in 2020 second quarter; seven in 2019)
- Conceptual Review: nine in second quarter 2021 (three in second quarter 2020, five in 2019 and 2018)
- Code enforcement on a potential junkyard, home business in violation, and follow-up on outstanding issue with a permit

Item	Priority	January	February	March	April	May	June	July	August		
Ames Urban Fringe Plan	High			Ames initiating this summer (?) after 2040 plan wrap up							
Construction and Demolition Landfill <u>Siting Only</u>	High		Letter sent								
Review of Land Development Regulations	High	Chapters 85, 86, 87, and 89 to PZC. 32 also being routed. 88 (site planning) and 90 (conditional uses) are only remaining with major changes and hobby farm amendment						_____	October	_____	
Natural Resource Areas Mapping	High	Done—need to do outreach						_____	October	_____	
Minimum Levels of Service	High								Need to delay—October?		
Conservation Design Standards	High	Done—need to do outreach									
Public Outreach Toolkit	High		Will be piloting with upcoming residential treatment CUP, have taken new notification distances to BOA for review						_____	October	_____
Accessory Dwelling Units	High								Need to delay—October?		