

The Board of Supervisors met on 8/31/21 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:** Hedden stated the Presentation from the City of Collins will be on a future agenda.

Murken moved, Faisal seconded adopting the agenda as presented with noted change. Motion carried unanimously (MCU) on a roll call vote.

**PRESENTATION FROM THE CITY OF COLLINS - 2021 URBAN RENEWAL AREA PROGRAM APPLICATION:** will be given at a later date.

**PRESENTATION ON THE MID-IOWA PLANNING ALLIANCE (MIPA) FOR COMMUNITY DEVELOPMENT:**

Gunnar Olson, MIPA, reported on the structure and qualifications of an Economic Development District (EDD). He reported on benefits, funding, process, phases, strategy, and cost. A resolution of support passed unanimously in all counties. Discussion too place. Olson provided additional detail. Additional discussion took place. Murken clarified when the match is needed. Olson stated this fall.

**MINUTES:** 8/24/21 Minutes – Faisal moved, Heddens seconded the approval of 8/24/21 Minutes as presented. Faisal aye, Heddens aye, Murken abstained. Motion carries.

**PERSONNEL ACTIONS:** 1) new hire, effective 9/8/21, in Animal Control for Ashley Moffitt @ \$17.56/hr. Murken moved, Faisal seconded the approval of Personnel Actions as submitted. Roll call vote. (MCU)

**CLAIMS:** 9/2/21 Claims of \$1,275,714.39 (run date 8/27/21, 26 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 (\$1,645.07), BooSt School Ready (\$6,814.18), Emergency Management (\$22,067.11), E911 surcharge (\$6,986.72), County Assessor (\$525.51), Ames City Assessor (\$691.65), and Central Iowa Community Services (\$336,118.46). Faisal moved, Murken seconded the approval of Claims as presented. Roll call vote. (MCU)

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

1. Attorney Fee Compensation for Involuntary Substance Abuse Commitment of \$66.00/hour for appointments made on or after 7/1/21, based on the rate established by House File 861
2. Renewal Fees between Story County and IP Pathways for VMware Support, effective 9/23/21-9/22/22, for \$11,584.00
3. Displaying Mental Health Expo yard signs on County property (Administrative Building and Human Services Center) through the event date of 9/21/21
4. Tax Suspension recipients, as verified
5. Governor's Traffic Safety Bureau (GTSB) Grant Supplement for FY21 Federal Grant
6. The United Way of Story County Dollar a Day for Denim donation drive for the month of September
7. Contract with Harold Pike Construction, LLC for Justice Center Heating, Ventilation, and Air Conditioning (HVAC) Replacement Phase 2 and 3 for \$1,240,000.00
8. Resolution #22-20, to abate property taxes on parcel owned by a political subdivision
9. Utility Permit: #22-5868

Roll call vote. (MCU)

**SECOND CONSIDERATION OF ORDINANCE NO. 295, AMENDING CHAPTER 32, ROAD IDENTIFICATION AND ADDRESS NUMBERING SYSTEM, OF THE STORY COUNTY CODE OF ORDINANCES:** Marcus Amman, County Planner, reported receiving no public comments received in which case the Board commonly will waive the third reading. Heddens opened the public hearing at 10:39 a.m., and, hearing none, she closed the public hearing at 10:39 a.m. Faisal moved, Murken seconded the approval of Second Consideration of Ordinance No. 295, Amending Chapter 32, Road Identification and Address numbering System, of the Story County Code of Ordinances as presented and Waive Third Consideration. Roll call vote. (MCU)

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN STORY COUNTY AND THE AMES CHAMBER OF COMMERCE FOUNDATION FOR A WORKFORCE RETRAINING INITIATIVE PROGRAM, EFFECTIVE**

**11/1/21-12/31/24:** Linda Murken reported on background information. Heddens stated the Civil Attorney has approved the MOU. Murken moved, Faisal seconded the approval of the MOU between Story County and the Ames Chamber of Commerce Foundation for a Workforce Retraining initiative program. Roll call vote. (MCU)

**PUBLIC FORUM #2:** Brenda Dryer, Ames Economic Development Commission, reported on hiring staff to oversee the Workforce Retraining Initiative Program MOU, and introduced Steele Harter.

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

Murken moved, Faisal seconded to adjourn at 10:49 a.m. Roll call vote. (MCU)

**Story County Board of Supervisors  
Meeting Agenda  
Administration Building  
900 6th St., Nevada, IA  
8/31/21**

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. Presentation From The City Of Collins - 2021 Urban Renewal Area Program Application - Leanne Harter

Department Submitting Board of Supervisors

Documents:

URBAN RENEWAL.PDF

7. Presentation On The Mid-Iowa Planning Alliance For Community Development - Brenda Dryer And Gunnar Olson

Department Submitting Board of Supervisors

Documents:

EDD.PDF

8. AGENCY REPORTS:
9. CONSIDERATION OF MINUTES:
  - I. 8/24/21 Minutes

Department Submitting Auditor

10. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

- 1) new hire, effective 9/8/21, in Animal Control for Ashley Moffitt @ \$17.56/hr.

Department Submitting HR

11. CONSIDERATION OF CLAIMS:

I. 9/2/21 Claims

Department Submitting Auditor

Documents:

CLAIMS 090221.PDF

12. 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 Attorney Fee Compensation For Involuntary Substance Abuse Commitment Of \$66.00/Hr For Appointments Made On Or After 7/1/21

Department Submitting Community Services

Documents:

FEE COMPENSATION.PDF

II. Consideration Of Renewal Fees Between Story County And IP Pathways For VMware Support Effective 9/23/21 - 9/22/22 For \$11,584.00

Department Submitting Information Technology

Documents:

IP PATHWAYS VMWARE.PDF

III. Consideration For Displaying Mental Health Expo Yard Signs On County Property (Administrative Building And Human Services Center) Through The Event Date Of September 21, 2021

Department Submitting Community Services

Documents:

MENTAL HEALTH YARD SIGN.PDF

IV. Consideration Of Tax Suspension Recipients

Department Submitting Board of Supervisors

Documents:

TAX SUSPENSION.PDF

V. Consideration Of GTSB Grant Supplement For Fiscal Year 2021 Federal Grant

Department Submitting Sheriff

Documents:

GTSB GRANT SUPPLEMENT.PDF  
GTSB.PDF

VI. Consideration Of The Story County United Way Donation Drive A Dollar A Day In September For Denim

Department Submitting Veteran Affairs

Documents:

A DOLLAR A DAY FOR DENIM.PDF

VII. Consideration Of Contract With Harold Pike Construction, LLC For Justice Center HVAC Replacement Phase 2 & 3 For \$1,240,000.00

Department Submitting Facilities Management

Documents:

HVAC PHASE 2 3.PDF

VIII. Consideration Of Resolution #22-20, To Abate Property Taxes On Parcel Owned By A Political Subdivision

Department Submitting Auditor

Documents:

RES2220.PDF

IX. Consideration Of Utility Permit(S): #22-5868

Department Submitting Engineer

Documents:

UT 22 5868.PDF

13. PUBLIC HEARING ITEMS:

- I. Second Consideration Of Ordinance #295, Amending Chapter 32, Road Identification And Address Numbering System, Of The Story County Code Of Ordinances – Marcus Amman

Department Submitting Planning and Development

Documents:

ORDINANCE 295.PDF  
STAFF MEMO.PDF

14. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of A Memorandum Of Understanding (MOU) Between Story County And The Ames Chamber Of Commerce Foundation For A Workforce Retraining Initiative Program, Effective 11/1/21-12/31/24 – Linda Murken

Department Submitting Board of Supervisors

Documents:

MOU AMES CHAMBER OF COMMERCE FOUNDATION AUGUST 2021  
FINAL.PDF

15. DEPARTMENTAL REPORTS:

16. OTHER REPORTS:

17. UPCOMING AGENDA ITEMS:

18. 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.

19. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE 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.



# **ECONOMIC DEVELOPMENT DISTRICT**

Overview for Story County Board of Supervisors

August 31, 2021

# Today's Presentation

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In September, the Des Moines Area MPO Executive Committee authorized staff to initiate conversations with the seven eligible counties and, if a majority provided support, to initiate the process for the creation of an Economic Development District.

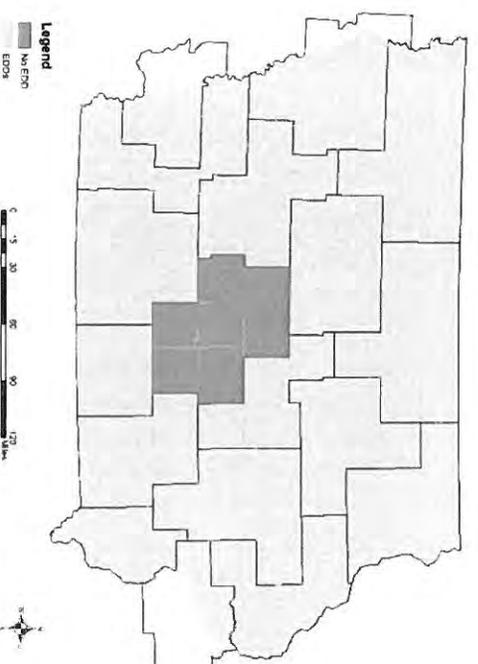
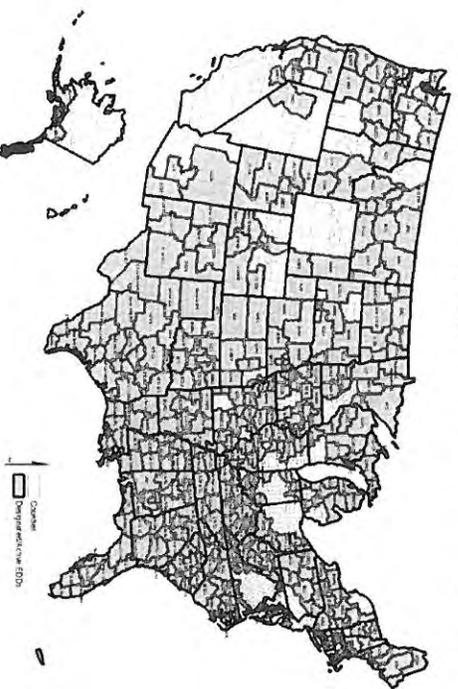
- **Background** – What is it and why should we care?
- **Update** – Where are we at in the process?
- **Planning document** – What's the Comprehensive Economic Development Strategy?
- **Looking Ahead** – What are the next steps?
- **Frequently Asked Questions** – Have you thought about ...?
- **Questions?** – When and how can we be involved?

# BACKGROUND

What is it and why should we care?

# Economic Development District (EDD) for Central Iowa?

Economic Development Districts (EDDs)  
March 2019



BOONE  
DALLAS  
STORY  
JASPER  
POLK  
MARION  
WARREN

**Central Iowa is state's only region without EDD designation from U.S. EDA.**

**It is now qualified for an EDD designation due to national emergency declaration for the pandemic – the first time the region has qualified since 2008 floods.**

**Indianapolis and St. Louis regions are also exploring an EDD designations.**

## What is an Economic Development District (EDD)?

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- An Economic Development District is a designation by the U.S. Economic Development Administration given to regions that have experienced economic distress.
- These regions form multi-jurisdictional entities, commonly composed of multiple counties, to plan for the economic resiliency of a region and provide support for member communities.

**NOT a chamber of commerce or like Partnership. Does NOT recruit businesses.**

**NOT like the economic development offices of the region's cities and counties.**

**NOT a council of governments. EDD can be standalone entity.**

# Benefits

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## Regional Plan

- Comprehensive Economic Development Strategy (CEDS) will show regional vision, goals, objectives – and list projects that support the goals.
  - Supports existing plans (comp plans, Tomorrow Plan, Capital Crossroads)

## Funding

- Project List in CEDS demonstrates to feds that projects meet regional priorities when applying for stimulus dollars.
- First entity to receive EDA funding during major disasters.
  - (E.G., Central Iowa missed out on \$470,000 in no-match funding from CARES Act.)
- Annual funding for staff to administer EDD
  - (requires local match).
- Improve applications for federal funding.

## Staff Support

- Support staff for the application and administration of grants.
- Identify funding opportunities at various levels of government.
- Fill “gaps” by supporting projects on behalf of communities without capacity.



# Funding Examples

**\$61.9 million in EDA investments in Iowa January 2018 – January 2021.**  
Per-capita spending was six times higher outside Central Iowa.  
\$3.2 million in Central Iowa (~ \$4/person)  
\$58.7 million outside Central Iowa (~ \$25/person)

- \$8,485,749 – City of Council Bluffs – Flood-proof public water supply and wastewater treatment facility. (2020)
- \$7,899,000 – City of Hamburg – Levee improvements to protect critical infrastructure. (2020)
- \$1,729,500 – City of Cedar Rapids – Help relocate a water main for flood resiliency for the Quaker Oats factory. (2017)
- \$1,000,308 – Southwestern Community College – For a new facility for skills training businesses and industries. (2015)
- \$631,102 – Sioux City – Sioux City Gateway Airport. (2014)
- \$1,000,000 – City of Dyersville – Field of Dreams. (2013)
- 
- \$1,240,237 – City of Perry – Roadway infrastructure supporting manufacturing. (2020)
- \$300,000 – Iowa State University – Technical assistance for major employers supporting economic recovery (2020)
- \$627,238 – City of Indianola – Access road serving workforce training facility. (2020)
- \$525,472 – Iowa Innovation Corporation (ISU) – Venture challenge program. (2020)
- \$550,000 – Mid-Iowa Development Fund – Revolving Loan Fund funding. (2020)

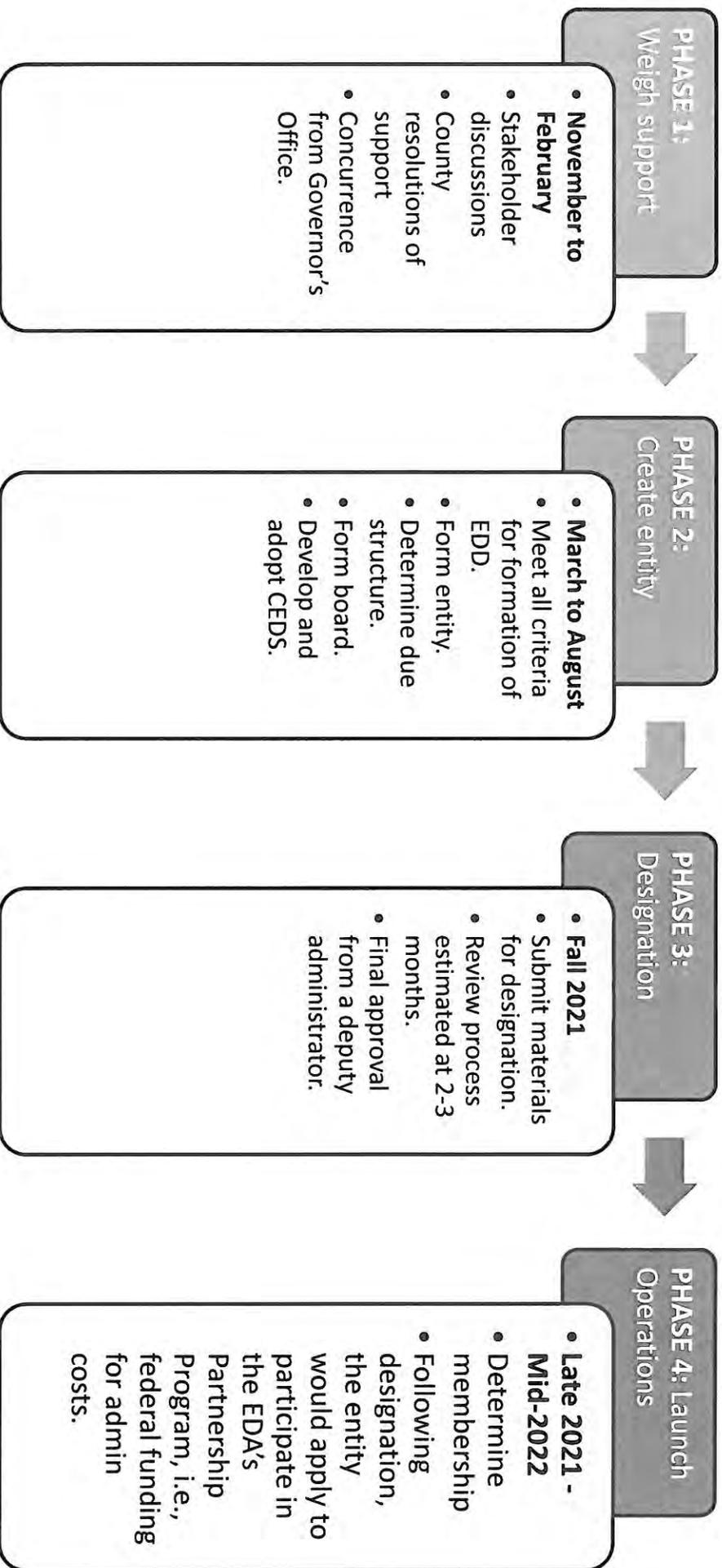
# UPDATE

Where are we at in the process?

## What would it take? The basics

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- Every county be part of a presidentially declared disaster declaration (already done due to COVID-19)
- The agency requesting funding must have adequate private representation on the board
- Have the support of all the counties within the EDD area
- Must have concurrence with the State
- Local match must be procured
- A Comprehensive Economic Development Strategy (CEDS) would also need to be created. This is like a Long-Range Transportation Plan, but for community infrastructure projects supporting economic growth.



# PHASE 1 UPDATE: County Resolutions

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## PHASE 1: Weigh support

- November to February
- Stakeholder discussions
- County resolutions of support
- Concurrence from Governor's Office.

## RESOLUTIONS OF SUPPORT PASSED UNANIMOUSLY IN ALL COUNTIES

- Warren County (January)
- Story County (January)
- Jasper County (February)
- Polk County (February)
- Dallas County (March)
- Boone County (March)
- Marion County (March)

# PHASE 1 UPDATE: State Concurrence

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## PHASE 1: Weigh support

- November to February
- Stakeholder discussions
- County resolutions of support
- Concurrence from Governor's Office.

## INITIATED PROCESS

- Met with IEDA Director Debi Durham, who expressed strong support for an EDD in Central Iowa
- IEDA will act as conduit to Governor's Office for the required letter of support from the Governor
- Formal request for letter has been made following release of the draft Comprehensive Economic Development Strategy

# PLANNING DOCUMENT

Comprehensive Economic Development Strategy



## DRAFT Comprehensive Economic Development Strategy

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- 30-day public comment period ending Sept. 2.
- Public meeting held August 24
- Project list to be added after membership is determined
- Review at [mid-iowaplanningalliance.com/ceds/](http://mid-iowaplanningalliance.com/ceds/)



# CEDS: VISION STATEMENT

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Life is pretty great in Mid-Iowa – and we’re working to make our communities even better.

We have housing in a rural or urban setting at relatively low costs – which we want to make and keep affordable for everyone.

We have nation-leading industry clusters, strong companies, and a talented workforce – which we want to nurture, grow, and expand.

We have abundant energy and natural resources – which we want to protect and preserve.

We have a wide-ranging cultural and recreational amenities to attract and retain residents – which we want to expand throughout the entire region.

Building upon these strengths will further distinguish Mid-Iowa as a desirable place to grow a career, raise a family, own a company, invest, and enjoy a high quality of life.

# CEDS: Goals and Objectives

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## **Goal 1. Attract, retain, and expand businesses throughout the Mid-Iowa region.**

*Objective:* Leverage local, regional, state, and federal programs and incentives with the business needs of the region.

## **Goal 2. Provide the necessary infrastructure to sustain and grow communities and businesses.**

*Objective:* 1. Ensure the region's infrastructure meets the evolving needs of residents and businesses through planning and financing, with an emphasis on preserving existing facilities and building new when necessary.

## **Goal 3. Attract, retain, and expand the workforce throughout Mid-Iowa.**

*Objective:* 1. Improve the region's physical and cultural environment to preserve Mid-Iowa as an affordable and desirable place to live, work, play, and raise a family for a workforce of diverse backgrounds, interests, and skillsets.

## **Goal 4. Prepare the workforce to the evolving Mid-Iowa economy of today and into the future.**

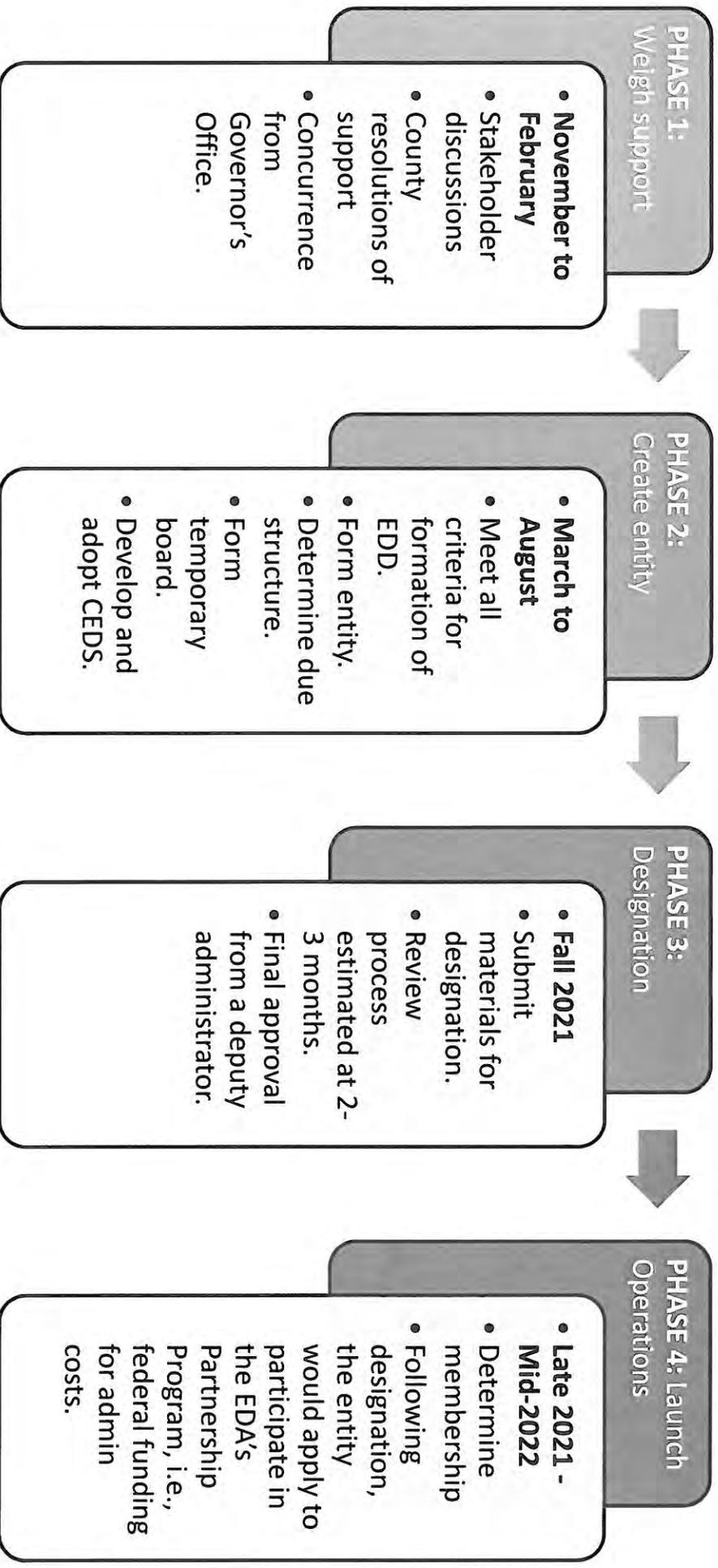
*Objective:* Provide easy and affordable access to educational opportunities and apprenticeships serving to upskill the workforce, meet the employment needs of the region's businesses and industries, and prepare for opportunities into future.

## **Goal 5. Bolster the economic resilience of Mid-Iowa by safeguarding our natural assets and through disaster avoidance and mitigation.**

*Objective:* Prepare and equip local governments and businesses to avoid natural and human-caused disasters where possible, and to sustain and recover from the social and economic disruptions when disasters happen.

# LOOKING AHEAD

What are the next steps?



# PHASE 2: Next Steps

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## PHASE 2:

Create entity

- **March to August**
- Meet all criteria for formation of EDD.
- Form entity.
- Determine membership.
- Determine due structure.
- Form temporary board.
- Develop and adopt CEDS.

## JULY

- Finalizing CEDS draft document

## AUGUST

- Open stakeholder comment period for CEDS (30 days)
- Incorporate entity with state
- Review bylaws
- Submit IRS status request
- Seek concurrence from Governor's Office

## SEPTEMBER (first week) –

- Review and approve bylaws
- Review and approve CEDS
- Review and approve EDD designation application

# NEXT STEPS: Preparing to be operational

## PHASE 3: EDD Designation

- **Fall 2021**
- Submit materials for designation.
- Review process estimated at 2-3 months.
- Final approval from a deputy administrator.

**September 8** – Submit EDD designation application and wait. Approval could take up to 3 months.

## SEPTEMBER-DECEMBER

- Meet with eligible jurisdictions about possible membership
- Funding commitments will be needed for application to the EDA's Partnership Program for administrative costs (\$70K annual grant, matched by \$70K local funds)
- Could be operational by early 2022.

## PHASE 4: Launch Operations

- **Late 2021 - Mid-2022**
- Determine membership
- The entity would apply to participate in the EDA's Partnership Program, i.e., federal funding for admin costs.

# Ready for the American Rescue Plan's EDA funding

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- Region in strong position to pursue EDA grants (\$3 billion nationally)
  - EDD designation request will have been submitted
  - CEDS will showcase regional priorities
- Seeking potential projects
- Informational session held August 5. Recording and slides available online:  
[midiowapplanningalliance.com/funding/](https://midiowapplanningalliance.com/funding/)



Build Back Better Regional Challenge



Good Jobs Challenge



Economic Adjustment Assistance



Indigenous Communities



Travel, Tourism and Outdoor Recreation



Statewide Planning, Research and Networks

# FREQUENTLY ASKED QUESTIONS

Have you thought about ...?

## What's the relationship between MPO and EDD?

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- The MPO and EDD will be separate organizations
  - Different boards, dues, bylaws, etc.
- There will be a contractual relationship
  - EDD will hire MPO to administer the entity
  - Similar arrangement to MPO & Central Iowa Regional Transportation Planning Alliance (CIRTPA)

## How much will this cost?

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- The EDA offers a “Partnership Program” with local EDDs to provide administrative staff support
- Program offers up \$70,000 annually, if matched by \$70,000 locally
- The \$140,000 annual budget would cover cost of total staffing costs

## How much will this cost my jurisdiction?

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- Non-participating jurisdictions – no cost
  - Participation is a local decision
  - No deadline to join
- Participating jurisdictions – depends on membership levels
  - We can conservatively estimate 15 cents per person
    - 200,000 population – \$30,000 annually
    - 70,000 population – \$10,500 annually
    - 25,000 population – \$3,750 annually
    - 4,000 population – \$600 annually

**INITIAL APPROACH TO FEES:** Start with conservative membership assumption – representing roughly 470,000 of region’s 827,000 population – to reach matching requirement (\$70,000 local to match \$70,000 grant); revise as membership solidifies.

Year 1 (partial) <i>January-June 2022</i>	Year 2 <i>July 2022 – June 2023</i>	Year 3 <i>July 2023 – 2024</i>
<b>7.5 cents per person</b> within member’s jurisdiction (for counties, only unincorporated areas)	<b>15 cents per person</b> within member’s jurisdiction (for counties, only unincorporated areas)	<b>To be determined</b> by permanent board of directors, based on membership
Overages, if any, would be placed into a reserve fund.	Overages, if any, would be placed into a reserve fund.	Reserve fund could be left alone or used to reduce rates.

**200,000 population** – \$15,000 Year 1; \$30,000 Year 2      **25,000 population** – \$1,875 Year 1; \$3,750 Year 2  
**70,000 population** – \$5,250 Year 1, \$10,500 Year 2      **4,000 population** – \$300 Year 1; \$600 Year 2

## What kind of organization will it be?

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- Legal entity is required for designation application
  - Entity is then designated as the region's EDD
- Counsel recommended 504 nonprofit
  - Meets EDA's requirements
  - Quicker and simpler to form than 28E
  - Can incorporate using temporary board of directors
  - Allows jurisdictions to easily become members anytime
- **IMPORTANT NOTE:** Membership and fees do NOT need to be determined prior to forming the 504 nonprofit.

## When will the board be formed?

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- A temporary board of directors (steering committee) will be used to establish the non-EDD designated legal entity.
- A permanent board of directors can be established after the entity is designated as an EDD and membership is determined.

### **Board of Directors – Big Decisions**

- Authority over key decisions, such as budget, one-time stimulus spending, bylaws, membership fees, CEDS adoption
- One director per member, 1 private rep from each county, Partnership rep, plus one each for DMACC and ISU
- Meets annually

### **Executive Committee – Day-to-Day Operations**

- Oversight and guidance for planning processes and administration
- Three people from each county including two public and one private (21 total)
- Appointed by participating jurisdictions within each county
- Meets monthly

## Will the board of directors control grant spending?

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- Short answer: No, not usually.
  - Not like MPO, which receives annual grant funding to be allocated to member governments
  - With EDD, most grant funding is between individual jurisdictions and outside entity (e.g., EDA); the EDD facilitates process
- Longer answer: The board will have financial oversight
  - \$140,000 administration budget
  - One-time stimulus money (e.g., \$470,000 in 2020)
- NOTE: Grant applications are between member government and granting agency and will NOT need authorization from Board or Executive Committee.

## What about a Project List?

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- A Project List can be finalized and added as an appendix to the CEDS in early 2022, after the entity is designated as an EDD and membership is determined.
  - **PRIMARY BENEFIT:**
    - Shows EDA that the project supports a regional priority.
    - In times of EDA stimulus spending, projects on the Project List will receive favorable and faster review for funding requests.
  - **IMPORTANT NOTES:**
    - Being on the Project List does NOT automatically provide any funding.
    - Members can still seek funding for projects NOT on the list.

# Eligibility Parameters

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## Eligible sponsors:

- Any EDD member (89 incorporated cities and 7 counties are eligible)
  - Supporting organizations can submit projects if they have a member city or county sponsor

## Eligible projects:

- Any project supporting the goals and objectives of the CEDS
- Members are encouraged to submit projects supporting the Investment Priorities of the U.S. Economic Development Administration.

## TIMELINE

- September 6 – Adopt CEDS
- September 7 – Submit for Designation Status
- September 13 – Open project submission process
- March 31 – Close project submission process
- April 4 – Approve updated CEDS with Project List appendix

# EDA Investment Priorities

**Equity:** Economic development planning or implementation projects that advance equity across America through investments that directly benefit 1) one or more traditionally underserved populations.

**Recovery & Resilience:** Economic development planning or implementation projects that build economic resilience to and long-term recovery from economic shocks, like those experienced by coal and power plant communities, or other communities impacted by the decline of an important industry or a natural disaster, that may benefit from economic diversification-focused resilience.

**Workforce Development:** Economic development planning or implementation projects that support workforce education and skills training activities directly connected to the hiring and skills needs of the business community and that result in well-paying, quality jobs.

**Manufacturing:** Economic development planning or implementation projects that encourage job creation, business expansion, technology and capital upgrades, and productivity growth in manufacturing, including efforts that contribute to the competitiveness and growth of domestic suppliers or to the domestic production of innovative, high-value products and production technologies.

**Technology-Based Economic Development:** Economic development planning or implementation projects that foster regional knowledge ecosystems that support entrepreneurs and startups, including the commercialization of new technologies, that are creating technology-driven businesses and high-skilled, well-paying jobs of the future.

**Environmentally-Sustainable Development:** Economic development planning or implementation projects that help address the climate crisis including through the development and implementation of green products, green processes (including green infrastructure), green places, and green buildings.

**Exports & FDI:** Economic development planning or implementation projects that enhance or build community assets to support growth in US exports or increased foreign direct investment.

*More info at: [eda.gov/about/investment-priorities/](https://eda.gov/about/investment-priorities/)*

# QUESTIONS?

Thank you!

**Todd Ashby, CEO**

[tashby@dmamppo.org](mailto:tashby@dmamppo.org)

515-334-0075

**Andrew Collings**

[acollings@dmamppo.org](mailto:acollings@dmamppo.org)

515-334-0075

**Gunnar Olson**

[golson@dmamppo.org](mailto:golson@dmamppo.org)

515-334-0075



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

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

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

8/20/21

Re: Attorney Fee Compensation

To: Story County Board of Supervisors

From: Karla Webb, Story County Community Services Director

Attorney fee compensation for Involuntary Substance Abuse Commitment under Iowa Code section 125.78 indicates "the county shall compensate the attorney at an hourly rate to be established by the county board of supervisors in substantially the same manner as provided in section 815.7"

Attorney fee compensation per HF 861 Iowa Code 815.7 is amended, "For appointments made on or after July 1, 2021, the reasonable compensation shall be calculated on the basis of seventy-six dollars per hour for class "A" felonies, seventy-one dollars per hour for class "B" felonies, and sixty-six dollars per hour for all other cases."

It is the recommendation to set the attorney fee compensation for involuntary substance abuse commitment based on the rate established in HF 861.

**APPROVED**      **DENIED**

Board Member Initials: AKH  
Meeting Date: 8-31-21  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Leading the Data Center Revolution™

IP Pathways  
 3600 109th St.  
 Urbandale, IA 50322  
 (515) 422-9300

<b>Bill To:</b>
Story County Attn: Barb Steinback 900 6th Street Nevada, IA 50201 United States

<b>Date</b>	<b>Invoice</b>
08/20/2021	26937
<b>Account</b>	
Story County	

<b>Terms</b>	<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>
Net 30 days	09/19/2021		Order #6364

Products	Quantity	Price	Amount
<b>Billable Products</b>			
VR8-OSTC-P- SSS-C: Production Support/Subscription for VMware vRealize Operations 8 Standard (Per CPU) for 1 year	8.00	\$321.00	\$2,568.00
VCS7-STD-P-SSS-C: Production Support/Subscription VMware vCenter Server 7 Standard for vSphere 7 (Per Instance) for 1 Year	2.00	\$1,544.00	\$3,088.00
VS7-ENT-P-SSS-C: Production Support/Subscription for VMware vSphere 7 Enterprise for 1 processor for 1 year	8.00	\$741.00	\$5,928.00
<b>Total Products:</b>			<b>\$11,584.00</b>

Please remit payment to: IP Pathways 3600 109th St. Urbandale, IA 50322  Pay by ACH: VisionBank 925 SE Gateway Dr. Grimes, IA 50111  Routing: 073905187 Account: 41003713 Account Name: IP Pathways LLC	<b>Invoice Subtotal:</b>	\$11,584.00
	<b>Sales Tax:</b>	\$0.00
	<b>Invoice Total:</b>	<b>\$11,584.00</b>
	<b>Payments:</b>	\$0.00
	<b>Credits:</b>	\$0.00
	<b>Balance Due:</b>	<b>\$11,584.00</b>

**APPROVED**      **DENIED**

Board Member Initials: JKH

Meeting Date: 8-31-21

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

\_\_\_\_\_

\_\_\_\_\_

# MENTAL HEALTH EXPO

## SEPTEMBER

# 21

APPROVED

DENIED

Board Member Initials: SKH

Meeting Date: 8-31-21

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

AN EVENING OF

*hope & healing*

Resource Fair

Keynote Speaker

[storycountrymhexpo.com](http://storycountrymhexpo.com)

# MEMO

**To:** Darla Ingham  
**From:** Jennifer DeVries, Property Tax Supervisor  
**Subject:** Tax Suspension Recipients  
**Date:** August 23, 2021

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

Campbell, Susanne 305 Center St Cambridge IA 50046-8596 1421450120	NO suspension, but tax CREDIT eligible
Corbin, Dennis 19513 Winchester Ave Nevada, IA 50201 0722412100	NO suspension, but tax CREDIT eligible
Chitty, Fred Forrest Park Property Management 1024 C Ave Nevada, IA 50201 1107442150	NO suspension, but tax CREDIT eligible
Coffman, Theresa 718 C Ave Nevada, IA 50201 1107414640	YES - Suspension eligible
Virginia Golly 302 E Garfield ST Zearing, IA 50278 0421240270	YES - Suspension eligible
Mohmand, Kubra 1331 Harding Avenue Ames, IA 50010 0534478100	Client Deceased 03/02/2020
Peters, Betty 1314 Jefferson St Ames IA 50010 0527403080	Client states sold this home in 05/2021. Lives in Nursing Facility now.

Tsai, Apollos  
2106 Barr Dr  
Ames, IA 50010  
0535151120

NO suspension, but tax CREDIT eligible

**APPROVED**

**DENIED**

**Board Member Initials:** AKH  
**Meeting Date:** 8-31-21  
**Follow-up Actions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **CERTIFICATION REGARDING NONDISCRIMINATION**

- 9.6 **Nondiscrimination.** - The Contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
  - The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
  - Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Contractor:

- a. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- b. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;

- c. Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- d. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- e. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees:

  - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
  - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
  - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
  - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
  - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**I hereby acknowledge and accept the revision to the contract certification and assurance as stated above.**

Signature: 

Date: 08/31/2021

Title: Story County Board of Supervisor, Chair

Agency: Story County

GTSB Contract Number(s): PAP 21-402-M0PT, Task 44-00-00

# A Dollar A Day for Denim

Back by popular demand

It's Jean Day in September

For



United Way of Story County

During the month of September,

Story County employees are encouraged

To wear blue jeans to work for a \$1 per day.

Donation will go towards the United Way 2021 Campaign

Donation envelopes will be distributed on Sept 3, 2021

VA Director Brett McLain, is this year's representative.

**APPROVED** **DENIED**

Board Member Initials: AKH

Meeting Date: 8-31-21

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

\_\_\_\_\_  
\_\_\_\_\_



# AIA® Document A101® – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the 27th day of July in the year 2021  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Story County Board of Supervisors  
900 Sixth Street  
Ames, IA 50201

and the Contractor:  
(Name, legal status, address and other information)

HPC, L.L.C.  
120 North Sherman Avenue  
Ames, IA 50010

for the following Project:  
(Name, location and detailed description)

Story County Justice Center HVAC Replacement  
Phase 2 & 3

The Architect:  
(Name, legal status, address and other information)

Roseland, Mackey, Harris Architects, PC  
1615 Golden Aspen Drive, Suite 110  
Ames, IA 50010

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

1

Not later than 336 ( three hundred thirty-six ) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
None	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One million two hundred forty thousand and no/100 (\$ 1,240,000.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
None	

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
#1 Sheriff and Jail Support Building		\$558,000
#2 Courts Building		\$682,000

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

None

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

Init.

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5% of completed work

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

Release of retainage will occur after all closeout submittals are completed by Contractor.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

1.5 % one and one half percent

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:  
*(Name, address, email address, and other information)*

Joby Brogden  
Story County Justice Center  
900 6<sup>th</sup> Street  
Ames, IA 50010

**§ 8.3** The Contractor’s representative:  
*(Name, address, email address, and other information)*

Curtis Pike  
HPC, L.L.C.  
120 North Sherman Avenue  
Ames, IA 50010

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds See Supplementary Conditions

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.5 Drawings

Number	Title	Date
A0.0	First Floor Plan-Sheriff Jail Support (Phase 2)	June 21, 2021
A1.2	Roof Plan-Sheriff Jail Support (Phase 2)	June 21, 2021
A1.3	Roof Plan Jail Housing Facility Walkways (Phase 2)	June 21, 2021
A2.0	First Floor Plan-Courts Building (Phase 3)	June 21, 2021
A2.1	Second Floor Plan Courts Building (Phase 3)	June 21, 2021
A2.2	Roof Plan-Courts Building (Phase 3)	June 21, 2021
ME0.0	Symbols, Legend & Drawing Index	June 21, 2021
M1.0	First Floor D HVAC Plan – Phase 2	June 21, 2021
M1.1	First Floor A & B HVAC Plan Phase 2/3	June 21, 2021

M1.2	Roof Level D HVAC Plan – Phase 2	June 21, 2021
M1.3	First Floor D Piping Plan – Phase 2	June 21, 2021
M2.0	First Floor C HVAC Plan – Phase 3	June 21, 2021
M2.1	Second Floor C HVAC Plan – Phase 3	June 21, 2021
M2.2	Roof Level C HVAC Plan – Phase 3	June 21, 2021
M3.0	HVAC Details	June 21, 2021
M2.0	HVAC Schedules	June 21, 2021

**.6 Specifications**

<b>Section</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
See Attached Table of Contents			

**.7 Addenda, if any:**

<b>Number</b>	<b>Date</b>	<b>Pages</b>
#1	July 14, 2021	8

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

<b>Title</b>	<b>Date</b>	<b>Pages</b>
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Supplementary and other Conditions of the Contract:

<b>Document</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
See Attached			

**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Lisa K Heddens  
(Printed name and title)



CONTRACTOR (Signature)

Curtis Pike  
(Printed name and title)

8-25-21

Init.

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23 3300 AIR DUCT ACCESSORIES  
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26 0533.13 CONDUIT FOR ELECTRICAL SYSTEMS  
26 0553 IDENTIFICATION FOR ELECTRICAL SYSTEMS  
26 0583 WIRING CONNECTIONS  
26 2816.16 ENCLOSED SWITCHES

**DIVISION 28 - ELECTRONIC SAFETY AND SECURITY**

28 3100 FIRE ALARM SYSTEM

**SECTION 007300  
SUPPLEMENTARY CONDITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 007200 - General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

**1.02 MODIFICATIONS TO AIA A201**

- A. ARTICLE 11.5 - PERFORMANCE BOND AND PAYMENT BOND
  - 1. Add the following subparagraph:
    - a. 11.5.3: The bond value requirements are as follows:
      - 1) Provide bonds on AIA A312.
      - 2) Provide a 100 percent Performance Bond.
      - 3) Provide a 100 percent Payment Bond.
      - 4) Deliver bonds within 7 days after execution of the Contract.
- B. ARTICLE 17: INSURANCE
  - 1. Insurance coverage shall not be less than the following:
    - a. Worker's Compensation:
      - 1) Statutory limits
    - b. Contractor's General Liability on an occurrence basis, limit applies per this project:
      - 1) Each occurrence: \$1,000,000
      - 2) Fire damage: \$100,000
      - 3) Medical expense per person: \$5,000
      - 4) Personal & Adv. Injury: \$1,000,000
      - 5) General aggregate: \$2,000,000
      - 6) Products-Comp/Op Aggregate: \$2,000,000
    - c. All Automobile Public Liability:
      - 1) Personal injury: \$1,000,000/\$1,000,000
      - 2) Property damage: \$100,000 each occurrence
    - d. Contractor's Excess Liability:
      - 1) Combined bodily injury and property damage: \$5,000,000 over primary
    - e. Builder's Risk insurance: All risk contract value to be provided by the Owner.
  - 2. All Contractor's insurance policies shall name the Architect and the Owner as additional insured's for b., c., and d. above.

**1.03 ADDITIONAL ARTICLE - DEFINITIONS**

- A. PRODUCTS: Means new material, machinery, components, equipment, fixtures, and systems forming the work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components required for re-use.
- B. FURNISH OR SUPPLY: To supply and deliver, unload, inspect for damage.
- C. INSTALL: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and ready for use.
- D. PROVIDE: To furnish or supply, plus install.

**PART 2 PRODUCTS - NOT USED**

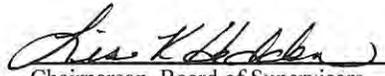
**PART 3 EXECUTION - NOT USED**

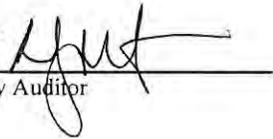
BOARD OF SUPERVISORS RESOLUTION 22-20  
RESOLUTION TO ABATE PROPERTY TAXES ON PARCELS  
OWNED BY A POLITICAL SUBDIVISION

WHEREAS, the following property is currently owned by the City of Nevada, and  
WHEREAS, when the City acquired this property there were property taxes then due and payable, and  
WHEREAS, the City of Ames has requested that the Story County Board of Supervisors abate any and all currently due and payable property taxes, and  
WHEREAS, §445.63 *Code of Iowa* states that county boards of supervisors shall abate such taxes, and  
WHEREAS, the Story County Board of Supervisors has determined that the above taxes should be abated;  
NOW THEREFORE BE IT RESOLVED that all currently due and payable taxes and penalties on the following described real estate are hereby abated in the amount of \$2,418.00;

#1131200305 ORCHARD VIEW SD LOT 1 SECTION:31 TOWNSHIP:83 RANGE:22

APPROVED THIS 31<sup>ST</sup> DAY OF AUGUST, 2021 AT NEVADA, STORY COUNTY, IOWA.

  
Chairperson, Board of Supervisors

Attest:   
County Auditor

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

ALLOWED BY VOTE  
OF BOARD Yea 3 Nay 0 Absent 0

 Above tabulation made by   
CHAIRPERSON

## STORY COUNTY UTILITY PERMIT

Date 8 22 2021

To the Board of Supervisors, Story County, Iowa:

The Metrofibernet LLC Company, incorporated under the laws of Iowa, with its principal place of business at , 3701 Communications Way Evansville, IN 47715, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of FIBER OPTIC CABLE on secondary route E23, from 54047 170th St. to Intersection of 170th St. and 530th Ave., a distance of 1.03 miles.

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

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

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

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

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

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

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

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

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

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

Date 8-22-2021

Metrofibernet, LLC 3701 Communications Way Evansville, IN 47715  
Name of Company (Applicant - Permittee)

by Jeffrey Mattingly 904-236-8126  
Phone no.

Recommended for Approval:

Date 8-23-21

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

Approved:

Date 8-31-21

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

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





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

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

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Marcus Amman, Planner, Planning and Development  
**RE:** Ordinance 295, amending Chapter 32, Road Identification and Address Numbering System, of the Story County Code of Ordinances  
**DATE:** August 31, 2021

### Background

As part of the comprehensive review and update of the Story County Land Development Regulations on the Planning and Development Department's 2021 Work Program, staff has completed amendments to Chapter 32, Road Identification and Address Numbering System, of the Story County Code of Ordinances.

The Board of Supervisors had First Consideration of the ordinance containing the amendments on their August 24 agenda. No changes were recommended and the ordinance was approved on first consideration with second consideration set for August 31, 2021. No comments have been received from members of the public since the first consideration. Typically, when no comments have been received on/since first consideration, the third consideration is waived.

### Recommendation

The Board of Supervisors may consider the following alternatives:

1. **The Story County Board of Supervisors approves Ordinance 295, amending Chapter 32, Road Identification and Address Numbering System, of the Story County Code of Ordinances, on second consideration and waives third consideration.**
2. The Story County Board of Supervisors approves Ordinance 295, amending Chapter 32, Road Identification and Address Numbering System, of the Story County Code of Ordinances, on second consideration and sets third consideration for Tuesday, September 7, 2021.
3. The Story County Board of Supervisors denies Ordinance 295, amending Chapter 32, Road Identification and Address Numbering System, of the Story County Code of Ordinances, on second consideration and sets third consideration for Tuesday, September 7, 2021.
4. The Story County Board of Supervisors remands Ordinance 295, amending Chapter 32, Road Identification and Address Numbering System, of the Story County Code of Ordinances, back to staff for additional information, and directs staff to set second consideration for Tuesday, September 7, 2021.



DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

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

Please return to:  
Planning & Development

**STORY COUNTY IOWA**  
**ORDINANCE NO. 295**  
**AN ORDINANCE AMENDING CHAPTER 32, ROAD IDENTIFICATION AND ADDRESS**  
**NUMBERING SYSTEM, OF THE STORY COUNTY CODE OF ORDINANCES.**

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

Section 1. Purpose. An Ordinance amending Chapter 32 – Road Identification and Address Numbering System, of the Story County Code of Ordinances, as follows, to clarify the system of road naming and addressing and add processes for cities to initiate road name changes post-annexation and residents to relocate address markers within the unincorporated areas of Story County.

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

**Throughout Entire Chapter 32.** Changing public road to county road, E911 to 911, and camper trailer to recreational vehicle.

**Official Road Name Signs—Subdivision/Private Roads.** Ch 32.04(2)(C)- Adding that the County Engineer may acquire, fabricate, and erect a subdivision/private road sign that requires maintenance or replacement upon receipt of a fee paid by the applicant. Also adding design standards for road name signs.

**Official Road Name Signs—Road Name Changes.** Ch 32.04(4)- Adding a road name change process for cities to initiate post-annexation without petition of property owners. General clarification of road name change process.

**Address Markers.** Ch 32.06- Requiring that solar energy systems, wind energy conversion systems, and utility facilities have an address marker.

**Address Markers—Obtaining an Address Marker.** Ch 32.06(1)(C)- Requiring that if an existing access will be used for a development, it shall be reviewed by the Engineer's Office.

**Displaying Address Markers and Other Required Numbers—County Responsibility.** Ch 32.07(1)- Introducing a process to allow property owners on

subdivision/private roads to move their address markers with Story County 911 Service Board approval. A marker shall not be moved prior to approval.

**Displaying Address Markers and Other Required Numbers—Manufactured Home Communities and Recreational Vehicle Park Signs—Compliance.** Ch 32.07(4)(D)- Clarifying the sign compliance requirements for manufactured home communities and recreational vehicle parks. If signage is not in compliance with requirements, it shall be brought into conformance.

**Annexations—County Process.** Ch 32.08(1)- Clarifying the process for removal and renumbering of addresses post-annexation for county and subdivision/private roads. Adding a requirement that the notification letter include voting precinct information.

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

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

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

**Action upon FIRST Consideration:** approval

**DATE:** August 24, 2021

Moved by: Faisal

Seconded by: Heddens

Voting Aye: Faisal, Heddens

Voting Nay: None

Not Voting: None

Absent: Linda Murken

**Action upon SECOND Consideration:** Approval

**DATE:** August 31, 2021

Moved by: Faisal

Seconded by: Murken

Voting Aye: Faisal, Murken, Heddens

Voting Nay: none

Not Voting: none  
Absent: none

Action upon THIRD Consideration: Waived

DATE: **September 7, 2021**

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

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

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

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

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

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

ADOPTED THIS 31st day of August, 2021.

  
Chairperson, Board of Supervisors

Attest:   
County Auditor

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

CHAPTER 32  
ROAD IDENTIFICATION AND ADDRESS NUMBERING SYSTEM

32.01 Purpose	32.06 Address Markers
32.02 Administration	32.07 Displaying Address Markers and Other Required Numbers
32.03 Road Identification Standards	32.08 Annexations
32.04 Official Road Name Signs	32.09 Enforcement
32.05 Address Numbering	

32.01 PURPOSE.

The purpose of this chapter is to provide for a uniform County-wide system with respect to identification of roads and assigning address numbers within the unincorporated portions of Story County. Such a system will assist emergency services agencies, law enforcement agencies, the U.S. Postal Service, and the general public in the timely and efficient provisions of services to Story County.

32.02 ADMINISTRATION.

1. The Story County Planning and Development Director (the "Director") or designated agent is hereby assigned as the agent of the Board of Supervisors to be responsible for the administration, implementation, and enforcement of this chapter.

2. The Story County Engineer (the "Engineer") or designated agent is hereby assigned as the agent of the Board of Supervisors to be responsible for the installation and maintenance of street signs and address markers.

3. The official 911 Address Map for Story County, Iowa, or amendments thereto, is hereby incorporated by reference and made a part of this chapter.

32.03 ROAD IDENTIFICATION STANDARDS.

Road names will be assigned in accordance with the guidelines established herein as follows:

1. Road Naming System – East/West Roads. The majority of roads in unincorporated Story County generally run along section lines. Roads running in an east and west direction are to be given a numeric designation beginning with 100<sup>th</sup> Street on the northernmost section line and road across the County. The southernmost road in Story County will be given a designation of 340<sup>th</sup> Street. East/west roads that do not run on the

section line will be assigned to a numeric designation that falls between the designation assigned to adjoining northern and southern section line roads. An example of the name of an east/west road, which is located 1.5 miles south of the Hamilton and Hardin County line, is 115<sup>th</sup> Street.

2. Road Naming System – North/South Roads. Roads running in a north and south direction are to be given a numeric designation beginning with 500<sup>th</sup> Avenue on the western section line road in the County. The easternmost road in the County is to have a designation of 740<sup>th</sup> Avenue. North/south roads that do not run on a section line are to be assigned a numeric designation that falls between the designation assigned to the adjoining western and eastern section line roads. An example of the name of a north/south road, which is located 1.5 miles east of the Boone County line, is 515<sup>th</sup> Avenue.

3. Road Naming System Exceptions – Straight Line Roads. Exceptions may be made for State and Federal Highways and other roads of historical significance that travel in a generally straight line. When an exception to the rule is made, the numeric designation that would normally be assigned to the road would not be used, and the normal progression continued.

A. Straight line east/west road exceptions include, but are not limited to:

State Highway 210

Lincoln Highway

U.S. Highway 30

B. Straight line north/south road exceptions include, but are not limited to:

George W. Carver ~~Street~~ Avenue

Interstate Highway 35

U.S. Highway 65

U.S. Highway 69

4. Road Naming System Exceptions – Diagonal or Irregular. The vast majority of the road network in Story County runs along or adjacent to a section line; however, there are a few roads that run diagonally or in an irregular manner, or run in a straight line for a short distance, but do not run on a section line. In the case of diagonal, irregular roads, or straight line roads not on a section line, existing recorded names will be used. If none exists, common place road names, or names accepted by petition signed by 75 percent of the owners of the land along the roadway will be used. If no recorded name exists, or no petition is presented, a determination will be made as to whether the road is generally an east/west or north/south road. Once this determination is made, the road will be designated as if it were a straight line road.

#### 32.04 OFFICIAL ROAD NAME SIGNS.

A street sign of standard design, as approved by the Engineer, shall be erected at each intersection of county public roads, and at each intersection of a county public and subdivision/private road as defined below, and at each intersection of subdivision/private roads within the unincorporated area of the County. At least one road name sign displaying the name of each public road shall be erected and maintained. Road name signs shall be located in the most suitable corner as determined by the Engineer.

1. County public Roads. County public roads shall include those accepted into and shown on the Iowa Department of Transportation's Official Highway and Transportation Map for Story County. Signs for county public roads will be installed and maintained under the following guidelines:

A. ~~At the request of an applicant and upon receipt of a fee sufficient to cover the cost of materials and labor, as determined by the Engineer, T~~the County shall acquire, fabricate, erect, and thereafter maintain road name signs at the intersection of new county public roads.

B. In the event that a road sign requires maintenance or replacement, written notification will be given to the Engineer's Office.

C. As adopted by Ordinance 94, the County does not require that missing/damaged U.S. Highway 69 street intersection signs be replaced by Story County.

2. Subdivision/Private Roads. A subdivision/private road includes any street, drive, road, lane, or access easement serving three or more occupied structures, and which is not defined as a county public road. ~~Erection and maintenance of road signs shall be required of the owner or majority of owners of any subdivision/private road.~~ Signs for subdivision/private roads will be installed and maintained under the following guidelines:

A. At the request of the owner or majority of the owners of a subdivision/private road and upon receipt of a fee sufficient to cover the cost of materials and labor as determined by the Engineer, the County may acquire, fabricate, and erect a road name sign where county public and subdivision/private roads or subdivision/private roads intersect.

B. For subdivision/private roads in platted subdivisions for which the preliminary plat has been submitted to the County after the effective date of the ordinance codified in this chapter, the fee shall be paid at the time the final plat is submitted. The applicant may specify that street name signs are to be erected immediately upon notification or at the time the road is completed and final construction is approved by the County. Should the applicant request that road name signs be erected prior to the new streets being approved by the County, the applicant shall be responsible for their maintenance until such time as the streets are approved by the County. Prior to the County's approval of a new road, the Engineer or designated agent shall make an inspection to determine that all

road name signs are in a state of good maintenance. Should any subdivision/private road name sign be missing or in need of repair, the applicant shall pay the full cost for replacement and/or repair thereof prior to the approval of the new street by the County.

C. In the event that a subdivision/private road sign requires maintenance or replacement, written notification will be given to the Planning and Development Department, which will forward it to the Engineer's Office. Upon receipt of a fee sufficient to cover the cost of materials and labor as determined by the Engineer, the County may acquire, fabricate, and erect the road name sign. The lettering for subdivision/private road signs shall be a mix of upper and lower-case letters. The first letter of each name or abbreviation shall be upper-case and the rest of the lettering in the name or abbreviation shall be lower-case. The lettering height should be at least six inches. For local roads with speed limits of 30 mph or less, the lettering height may be reduced to four inches. Subdivision/private road name signs shall have a green background with white lettering.

3. Unofficial Road Name Signs. Unofficial road name signs are prohibited in the right-of-way of Story County. Any other unofficial name sign within property lines is permitted unless it interferes with official emergency response. Notification to remove such signage shall be given in writing and enforced as defined in Section 32.09.

4. Road Name Changes. The following requirements shall be met prior to consideration of the change of the name of any county public or subdivision/private road:

A. Conceptual Review Meeting. Before an applicant can submit an application for a road name change, the applicant shall attend a conceptual review meeting with County departments and other applicable entities as appropriate. This requirement may be waived, upon written request to the Planning and Development Director or their designee, by all members of the Interagency Review Team.

B. Formal Application Submitted.

(1) Representatives of at least 75 percent of the legal property owners adjacent to along the road or whose current or future address would be affected by the name change shall sign a petition requesting the name change. and state the reasons for that change, and submit such petition, application, and required fee established herein to the Story County Planning and Development Department.

(2) Alternatively, a city shall submit a petition requesting the name change post-annexation for the purpose of maintaining consistent addressing for properties not part of the annexation with its addressing grid. The petition shall include proof of notification of legal property owners adjacent to the

- road or whose current or future address would be affected by the name change. If residential addresses are involved, the notification letter shall include voting precinct information.
- (3) The petition shall be submitted to the Story County Planning and Development Department.
  - (4) The petitioner shall submit an application form and filing fee. If approved, costs for replacement signage are the responsibility of petitioners.
  - (5) The petition shall state the reasons for the change.
    - a. The change shall be in the public interest.
    - b. Any suggested road name change shall have historical or local significance.
    - c. Any suggested road name change shall not duplicate in sound or spelling any existing road name in Story County prior to approval of the change.
  - (6) The application shall be reviewed by members of the Interagency Review Team and Story County 911 Service Board.
  - (7) Any suggested road name change shall be recommended for approval by the Director, the Engineer, the Story County Emergency Management Coordinator, and the Story County 911 Database Coordinator.
  - (8) Meeting Notice for Board of Supervisors. The failure to notify as provided in this section shall not invalidate any recommendation made under the terms of the Ordinance, provided such failure was not intentional, and the omission of the name of any owner of property who may, in the opinion of the Board of Supervisors, be affected by such amendment or change shall not invalidate any recommendation adopted hereunder, it being the intention of this subsection to provide, to the fullest extent possible, due notice that an application is pending before the Board of Supervisors.
    - a. Notice to Affected Cities. Planning and Development staff shall send notice to any city within which the road to be renamed lies within two miles of said corporate boundaries outlining the location, time, and date of the public hearing before the Board of Supervisors.
    - b. Notice to Surrounding Property Owners. Planning and Development staff shall send a notice via mail to all surrounding property owners within one-fourth mile of the road to be renamed outlining the location, time, and date of the public hearing before the Board of Supervisors.
    - c. Legal Notices. Notice of location, time, and date of the meeting held

by the Board of Supervisors shall be published in the official newspapers of Story County.

(9) Public Hearing before the Board of Supervisors. The requirements of Section 1.11(2) of this Code of Ordinances defines the processes followed for action on the ordinance. Such amendment shall not become effective except by the favorable vote of at least two-thirds of all the members of the Board of Supervisors.

~~A. Representatives of at least 75 percent of the legal property owners along the road shall sign a petition requesting the name change, and state the reasons for that change, and submit such petition and required fee established herein to the Story County Planning and Development Department.~~

~~B. Three public hearings shall be held prior to consideration of a road name change.~~

~~C. Any suggested road name change shall have historical or local significance.~~

~~D. Any suggested road name change shall be recommended for approval by the Director, the Engineer, the Story County Emergency Management Coordinator, and the Story County 911 Database Coordinator.~~

~~Fee shall be submitted.~~

~~If approved, costs for replacement signage are the responsibility of petitioners.~~

### 32.05 ADDRESS NUMBERING.

The County shall establish a numbering system as follows:

1. Corner Point Grid System. Addresses in Story County shall be numbered using a Corner Point Grid System. The system will start in the northwestern corner of Story County and shall allow for the assignment of 1,000 new addresses per mile, based on the distance from the Corner Point.

2. Odd and Even Numbers. Proceeding from the point of beginning, even numbers shall be assigned on the east side of north/south roads and on the south side of east/west roads. Odd numbers shall be assigned on the west side of north/south roads and on the north side of east/west roads. For diagonal or irregular roads, a determination will be made as to whether the road is generally an east/west or north/south road as specified for the road naming system. Odd and even numbers shall then be assigned as specified

above.

3. Address Numbering Changes. The affected property owner or current occupant shall be notified by the Director or designated agent in writing of any address change within the County's numbering system. (For annexations, see Section 32.08 of this chapter). The property owner shall be responsible for notifying the utility companies and other interested parties of address changes or new addresses.

The Director or designated agent reserves the right to change addresses based on the health, safety, and general welfare of Story County residents.

#### 32.06 ADDRESS MARKERS.

An address marker is required for inhabited structures, including residences and businesses, telecommunications towers and facilities, WECS, SES, and other lands or buildings used by a utility service, and for any public assembly area, including open-air, outdoor activities. The official Story County address marker may not be duplicated in size or color.

1. Obtaining an Address Marker. Address markers in Story County will be obtained under the following guidelines:

A. For addresses established after the adoption of the ordinance codified in this chapter (December 28, 2006), the applicant for a zoning permit or a request for agricultural exemption shall pay a fee and provide a copy of an approved driveway entrance permit for a new rural address sign and the installation of the sign. (This fee shall be in addition to the zoning permit fee.)

B. For the assignment of new addresses that do not require a zoning permit or an agricultural exemption certificate, a form may be obtained from the Planning and Development Department and submitted along with the applicable fee and a copy of an approved driveway entrance permit.

C. If an existing driveway will be used, the Director or designated agent shall route the site development plan to notify the Engineer's Office. The Engineer's Office shall review its use. If the existing access is to be widened or improved, a driveway permit shall be required and a copy of the approved driveway entrance permit shall be submitted with the application.

2. Maintenance and Replacement of Address Markers. Address markers in Story County will be maintained and replaced under the following guidelines:

A. Missing and damaged markers shall be reported to the Planning and Development Department.

B. Cost for replacement of the address marker and post (if necessary) shall be the responsibility of the property owner of record.

C. The Director or designated agent will initiate a work order to the Engineer's Office, and will notify the property owner of record.

D. A copy of the work order will also be provided to the ~~E911~~ 911 Database Coordinator, who, in turn, will notify the Sheriff's Office.

E. If the required fee to replace or repair an address marker is not received by the Planning and Development Department within 30 calendar days of notification, penalties will be assessed in accordance with Section 32.09, Enforcement.

### 32.07 DISPLAYING ADDRESS MARKERS AND OTHER REQUIRED NUMBERS.

Story County address markers and other required identifying numbers will be displayed under the following guidelines:

1. County Responsibility. Along all county public roads as defined herein, the County will place property address markers at the main driveway entrance of a property. When an address is required along a subdivision/private road, the County will erect the address marker so that it is displayed as required herein. (A second and third set of property numbers may be placed on both sides of the mailbox. This shall be the responsibility of the owner.) If the contractor or homeowner along a subdivision/private road wishes to install the address marker in a location other than at the main driveway entrance, they shall notify the Engineer's Office, which shall forward it to the Story County 911 Service Board for approval. Address markers shall not be moved without prior approval from the Story County 911 Service Board.

2. Main Address. Apartments and townhouses where only one number is assigned shall display such number at the main entranceway. Numbers for individual units or establishments within the complex shall be the responsibility of the owner and shall be displayed on, above, or to the side of the main doorway of each unit.

3. Additional Numbers. In addition to posted address markers as required by this chapter, all units in multiple business establishments shall be numbered as Suites 100, 200, 300, and so on until the final suite has been numbered. Address numbers shall also be placed on the buildings for which the suites are located. The suites shall be numbered from left to right or right to left depending upon the order of the businesses being leased out. The numbers will be placed on the door of the suite and on the box for which mail is received. Such signage shall include at least two-inch letters and numbers colored black on a white reflective background. If a single entrance is located on a building with two or more suites located within, then a sign is to be placed at this entrance indicating the suite numbers located within the building. Such signage shall include at least two-inch letters and numbers colored black on a white reflective background. For example, tThe sign should read "Suites 100-450" ~~(for example).~~

4. Manufactured Home Communities and Recreational Vehicle Camper Trailer Park Signs. Numbers will be displayed in the following manner:

A. Manufactured Home Communities. Each manufactured home community owner is responsible for ensuring that each unit within the park is clearly labeled with the number assigned to the unit. The numbers for all units ~~shall~~ ~~must~~ be three inches high, consisting of black block or italic lettering on a white or reflective background. The background height should be the same for all numbers in each lot, with consistent font type throughout each manufactured home community. The numbers will be placed on the unit at least five feet about ground level so they may be viewed from approaching vehicles. The location of these numbers on the unit should be in a highly visible area on the front portion of the unit and they should be located uniformly on all sides. Any obstructions that may obscure the view of the numbers ~~shall~~ ~~must~~ be cleared away to eliminate the obstruction. New units that are placed within the park ~~shall~~ ~~must~~ be clearly addressed with a number placed upon it prior to occupancy by the owners.

B. Recreational Vehicle Camper Trailer Parks. ~~Recreational vehicle Camper trailer~~ park owners are responsible for ensuring that each recreational vehicle camper site is labeled with the number assigned to the site. The numbers for all recreational vehicle camper sites ~~shall~~ ~~must~~ be two inches high, consisting of black block or italic lettering on a white reflective background. Consistent background height and font type should be located throughout the recreational vehicle camper trailer park. These numbers will be placed on a permanent post a minimum of three feet from the ground or on an electrical box that clearly marks the intended site. Emergency officials must be able to locate the site easily from the road in order to assist park occupants during an emergency.

C. Site Location Signs. Site location signs will be placed on permanent structures or permanent posts at a minimum height of five feet within the manufactured home community or recreational vehicle camper trailer park. These signs will consist of at least two-inch black block or italic lettering on a white or reflective background. The letters will be placed upon a proportional sign backing to ensure longevity of the sign. Site location signs will give accurate information as to the directions of indicated units or sites. Generally, a number through a subsequent number with an arrow to indicate direction will suffice to aid emergency vehicles. These site location signs shall be placed in highly viewable areas prior to each turn to give emergency vehicle operators time to respond.

D. Compliance. Property owners of areas with signage in accordance with the requirements of this chapter are required to erect and maintain signage as needed. Property owners of aAreas subject to these guidelines which have signage in place not in accordance with the requirements of this chapter are ~~not~~ required to install new signs ~~until~~

~~such time that replacement signage is needed.~~ Hand-printed signs will not be allowed unless they meet the requirements of these guidelines.

5. Shared Drives. If two or more uses requiring an address marker as defined in Section 32.06 share a drive, the following applies:

A. An address marker indicating each address shall be placed at the driveway accessing the property from the public right-of-way.

B. A second address marker shall be installed at the site of the structure.

C. It will be the responsibility of the property owner to pay the applicable fees for the installation and maintenance as required for both signs.

6. Prohibitions. Disturbing or removing a property address marker (at the main driveway entrance) without the prior written approval of the Director or designated agent is a violation of this chapter. Penalties will be enforced in accordance with Section 32.09, Enforcement.

### 32.08 ANNEXATIONS.

~~1. County Responsibility Process. A work order will be initiated and a letter of notification will be sent to the owners of record of the annexed properties by the Director or designated agent.~~

~~A. Public Roads — Engineer's Office.~~

~~—— (1) Copy of work order will be provided to the Engineer, 911 Database Coordinator, Auditor's Office, and Assessor's Office.~~

~~—— (2) After 30 calendar days from notification, the Engineer's Office will remove the address marker or verify that the address marker has been removed by the property owner.~~

~~—— B. Subdivision/Private Roads. The property owner will be notified to remove the marker within 30 calendar days. Failure to do so will result in penalties as specified in Section 32.09, Enforcement.~~

~~—— C. Copy of the notification letter will be sent to the 911 Database Coordinator.~~

A. County Roads.

(1) Work Order. A work order will be initiated by the Director or designated agent to remove the address markers from annexed properties. A copy of the work order will also be provided to the Engineer, 911 Database Coordinator, Auditor's Office, and Assessor's Office.

(2) Letter of Notification. A letter of notification will be sent to the owners of record of the annexed properties by the Director or designated agent. If residential

addresses are involved, the notification letter shall include voting precinct information.

(3) Removal of Address Markers. After 30 calendar days from notification, the Engineer's Office will remove the address marker or verify that the address marker has been removed by the property owner.

B. Subdivision/Private Roads.

(1) Letter of Notification. A letter of notification to remove the address marker within 30 calendar days will be sent to the owners of record of the annexed properties by the Director or designated agent. Failure to do so will result in penalties as specified in Section 32.09, Enforcement. A copy of the notification letter will be sent to the 911 Database Coordinator. If residential addresses are involved, the notification letter shall include voting precinct information.

C. All other contact regarding the applicant's address change will be the responsibility of the homeowner.

D. Within 30 calendar days from the date of annexation, it will be the responsibility of the property owner to obtain a new official address from the appropriate municipality.

2. Responsibility of the Annexing Municipality. The municipality ~~shall~~ **must** issue an address within its addressing grid and inform the 911 Database Coordinator and the Auditor's Office. The municipality may not retain the County address without written approval from the Director or designated agent. If approval is granted, the Director or designated agent will notify the Engineer, 911 Database Coordinator, Auditor's Office, and Assessor's Office in writing.

### 32.09 ENFORCEMENT.

Whenever the Director or designated agent has reason to believe that there has been a violation of any provision of this chapter, it shall be deemed a public health and safety hazard. The Director or designated agent shall give notice by certified mail of such a violation to the person or persons failing to comply and order said person or persons to abate the nuisance within 30 calendar days from the date of notification. If such person fails to abate the nuisance, the Director or designated agent shall perform, either directly or by contract, the required action. The costs of the abatement shall be a special assessment against the property for collection in the same manner as a property tax, pursuant to *Code of Iowa* Section 331.384.

**EDITOR'S NOTE**

The following ordinances have been adopted changing the names of roads and amending the official ~~E914~~ 911 Address Map for Story County, which ordinances have not been included as a part of this Code of Ordinances but have been specifically saved from repeal and are in full force and effect.

<b>ORDINANCE NO.</b>	<b>DATE ADOPTED</b>	<b>ROAD NAME CHANGE</b>
58	January 7, 1997	209 <sup>th</sup> Lane renamed Onion Creek Lane
60	January 28, 1997	201 <sup>st</sup> Street renamed Deer Run Lane
135	February 10, 2004	State Highway 221 renamed 130 <sup>th</sup> Street
150	February 28, 2006	330 <sup>th</sup> Street (most southerly north-south segment, located in the southeast corner of Story County) renamed 740 <sup>th</sup> Avenue
195	October 27, 2009	South Dayton Avenue renamed South Dayton Place and 560 <sup>th</sup> Avenue
201	May 4, 2010	315 <sup>th</sup> Street (portion of) renamed to East First Street
204	October 12, 2010	Oak Boulevard renamed to Oak Bend Road
241	September 1, 2015	West 4 <sup>th</sup> Street renamed West 3 <sup>rd</sup> Street
243	August 23, 2016	Maple Avenue renamed to West Maple Avenue
245	September 13, 2016	Portion of Grant Avenue renamed Hyde Avenue
274	August 14, 2018	Portion of Lincoln Highway renamed East Lincoln Way

## Memorandum of Understanding

This Memorandum of Understanding (hereinafter "MOU") is entered into between Story County (hereinafter sometimes called "County") and Ames Chamber of Commerce Foundation (hereinafter called "Provider").

I. **Purpose.** The purpose of this MOU is to set forth an understanding between the County and the Provider of the terms and conditions under which the County will provide funding to the Provider for a Workforce Retraining Initiative for unemployed and underemployed Story County residents who were negatively impacted by COVID-19.

II. **Funding for Workforce Retraining Initiative.** Funding in the amount of \$610,450 is provided for design and management of the Story County COVID-19 Workforce Retraining Initiative. A key goal of this effort is to aid recovery from the COVID-19 pandemic by recruiting and retraining unemployed and underemployed individuals for high growth job openings in healthcare, manufacturing, and construction, and providing financial support for child care, transportation, stipends, scholarships and other wrap-around services to support program participants as they engage in the retraining initiative.

The Story County COVID-19 Workforce Retraining Initiative submitted to the Board of Supervisors by the Ames Chamber of Commerce Foundation, and accepted by the Board on August 10, 2021 is hereby incorporated into this memorandum of understanding by reference.

III. **Payment Amount and Method.** The maximum amount available under this MOU is \$610,450. County will forward funds to the contractor as follows:

For FY 2022 – 1/3 of \$129,950 by November 1, 2021 (43,316.67), January 1, 2022 (43,316.67), and April 1, 2022 (\$43,316.66).

For FY 2023 – ¼ of \$192,400 by July 1, 2022 (\$48,100), October 1, 2022 (\$48,100), January 1, 2023 (\$48,100), and April 1, 2023 (\$48,100).

For FY 2024 – ¼ of \$192,400 by July 1, 2023 (\$48,100), October 1, 2023 (\$48,100), January 1, 2024 (\$48,100), and April 31, 2024 (\$48,100).

For FY 2025: ½ of \$95,700 by July 1, 2025 (\$47,850) and October 1, 2025 (\$47,850).

IV. **Eligibility.** Low-income individuals and those who are unemployed, underemployed, or otherwise encountering barriers when seeking suitable employment in Story County. It is expected that participants from these groups will be prioritized for inclusion in the

program. The program will also attempt to reach out to 2020/2021 Story County high school graduates who have been adversely impacted by COVID-19.

- V. **Duration.** Work will begin on November 1, 2021 and continue through the duration of this MOU, with retraining opportunities being offered each quarter in which sufficient participants are enrolled. This agreement shall remain in full force and effect until December 31, 2024, unless extended by mutual agreement of both parties. The Story County Board of Supervisors may terminate this MOU by giving written notice to the Provider at least thirty (30) days before the effective date of such termination. From and after the effective date of termination, the County shall have no obligation to pay Provider for any services provided under this MOU. The Provider shall return to the County any unspent funds and/or any funds spent outside the guidelines of section II. Any unspent funds must be returned to Story County before March 31, 2025, unless this MOU is extended beyond December 31, 2024.
- VI. **Reporting Requirements.** Provider will submit a work plan and budget annually, along with quarterly reports. The quarterly report is to include participant demographics of program participants, coursework completed, assistance given to participants and other pertinent information. Annual work plan and budgets, along with quarterly reports will continue until the award amount has been fully expended and all program activities are completed. A final report shall be submitted and cover all activities conducted under this MOU.
- VII. **Non-Delegation of Duties.** Provider may not delegate duties under this MOU to another entity. It is acknowledged that providers of training programs may assist with enrolling participants in training programs, providing scholarships to eligible participants and providing additional academic support. However, such assistance is to be viewed as in-kind match, rather than duties funded through this MOU.
- VIII. **Address for Claims, Notices, or Other Correspondence.** Any claims, notices, and other correspondence to the County related to this MOU shall be directed to the address below as follows:

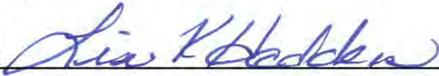
Story County Board of Supervisors' Office  
Story County Administration Building  
Attention: Sandra King, Director of External Operations and County Services  
900 6<sup>th</sup> Street  
Nevada, Iowa 50201

IX. **Effective Date of MOU.** Upon approval and signature by both parties, the agreement will become effective immediately.

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

**COUNTY:**

**AMES CHAMBER OF COMMERCE FOUNDATION:**

By: 

By: 

Print Name: Lisa Heddens

Printed Name: Dan Culhane

Print Title: Chair, Board of Supervisors

Print Title: President & CEO

Date: 8-31-21

Date: 9/3/21