

The Board of Supervisors met on 9/13/22 at 10:01 a.m. in the Story County Administration Building. Latifah Faisal, Linda Murken, and Lisa Heddens, with Faisal presiding. (all audio of meetings available at [storycountyia.gov](http://storycountyia.gov)).

**ADOPTION OF AGENDA:** Faisal moved the proclamations to the beginning of the agenda. Heddens moved, Murken seconded adopting the agenda with change. Motion carried unanimously (MCU) on a roll call vote.

**PROCLAMATION OF SEPTEMBER AS NATIONAL VOTER REGISTRATION MONTH AND 9/20/22 AS**

**NATIONAL VOTER REGISTRATION DAY:** The Board read the proclamation in full. Murken moved, Heddens seconded the approval of Proclamation of September as National Voter Registration Month and 9/20/22 as National Voter Registration Day. Roll call vote. (MCU)

**PROCLAMATION RECOGNIZING 9/16/22 AS NATIONAL PRISONER OF WAR/MISSING IN ACTION**

**(POW/MIA) RECOGNITION DAY IN STORY COUNTY:** The Board read the proclamation in full. Heddens moved, Murken seconded the approval of Proclamation of Recognizing 9/16/22 as National POW/MIA Recognition Day in Story County. Roll call vote. (MCU)

**MINUTES:** 9/6/22 Minutes – Murken moved, Heddens seconded the approval of 9/6/22 Minutes as listed. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 9/18/22, in a) Facilities Management for Jacob Haddican @ \$2,017.39/bw; effective 9/20/22, in a) Sheriff's Office for Joshua Sassman @ \$2,160.48/bw. Heddens moved, Murken seconded the approval of Personnel Actions as listed. Roll call vote. (MCU)

**CLAIMS:** 9/15/22 Claims of 1,062,106.38 (run date 9/9/22, 36 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 (\$3,250.06), BooST School Ready (\$116.01), BooST Early Childhood (\$5,333.43), Emergency Management (\$613.62), E911 (\$3,431.18), County Assessor (\$3,159.21), City Assessor (\$31,449.37), and Central Iowa Community Services (\$206,336.72). Murken moved, Heddens seconded approving claims as listed. Roll call vote. (MCU)

Heddens moved, Murken seconded the approval of Consent Agenda as listed.

1. Annual Story County Urban Renewal Report FY22
2. Lease Agreement between Story County and Mary Greeley Medical Center for 124 S. Hazel Ave., Ames, Iowa, for \$4,975.00 monthly, effective 7/1/22-6/30/23
3. Contract for Highway Right-of-Way with Douglas A. Hartwig and Betty O. Hartwig for the purchase of permanent easement for \$284.16(FM-C085(174)--55-85)
4. Professional Services Agreement with Shive-Hattery for development of master plans for Hickory Grove Park and the Story County Conservation Center for \$48,000.00
5. Acceptance of temporary construction easement with Dale and Tricia Lenz
6. Acceptance of temporary construction easement with WesTech Engineering, LLC
7. Lease Agreement between Story County and Optimae LifeServices, Inc. for 3911 Calhoun Ave., Ames, Iowa, for \$5,405.00 monthly, effective 7/1/22 -6/30/23
8. Lease Agreement between Story County and Optimae LifeServices, Inc. for 620 Duluth Ave., Ames, Iowa, for \$5,423.00 monthly, effective 7/1/22-6/30/23
9. Road Closure Resolution: #23-14
10. Utility Permit: #23-6553

Roll call vote. (MCU)

**PUBLIC COMMENTS ON THE DRAFT AMES URBAN FRINGE PLAN AND LETTER OUTLINING CHANGES TO CONSIDER IN A FINAL DRAFT FROM THE BOARD OF SUPERVISORS TO THE OTHER COOPERATORS:**

Amelia Schoeneman, Planning and Development Director, reported on current process, public hearings, the proposed amended plan, and *Code of Iowa* guidelines. Schoeneman stated the fringe plan does not confer authority to cities and does not change zoning. It is a ten-year horizontal proposal; it is being updated and amended as planned. Schoeneman reviewed public outreach mechanisms, and summarized the main themes of the received comments. She reviewed the recommendations of both the Planning and Zoning Commission and planning staff. Recommendations for changes and/or alternatives are given for the following: Conditional Uses; Urban Reserve Overlay; Champlin Farms and Meadow Glen areas; and Rural Residential – Expansion Designation. Schoeneman reported on other recommendations. Discussion took place. The following members of the public spoke: Marilyn Baldus, Washington Township, expressed concerns about the rural area just southeast of the City of Ames. Schoeneman reported. Brad Perkins, Washington Township, is against the plan. Kim Christiansen, Washington Township, expressed concerns about the fringe plan. Jon Popp, Mayor of Gilbert, reported on concerns about northern growth of the City of Ames. Liesel Danielson, Washington Township, opposes the plan. Christine Hausner, Washington Township, opposes the plan. Phil Iasevoli, Washington Township, favors amendments as recommended by the commission. Doug Moore (via Zoom), Franklin Township, expressed opposition. Kent Vickre (via Zoom), Washington Township, opposes the plan. Alex Christiansen, Washington, supports the commission's recommendations. Additional discussion took place. Faisal recessed the Board for a break at 11:58 a.m. Faisal reconvened the Board at 12:03 p.m. Faisal remarked to motion for each item.

**Conditional uses:** Faisal moved approval of the Planning and Development Staff Alternative in its entirety and cities can come back for discussion and rationale, Murken seconded for discussion. Roll call vote. Faisal nay, Murken nay, Heddens nay. Motion fails. Heddens moved to remove strategies and to limit certain conditional uses through an amendment to the County's Land Development Regulations at the recommendation of the Planning and Zoning Commission, Murken seconded for discussion. Murken moved to amend the motion to add the second paragraph of staff alternative to the motion, Heddens seconded for discussion. Roll call vote. Murken nay, Heddens nay, Faisal nay. Amendment fails. Faisal restated the original motion, the Planning and Zoning Commission recommendation, to remove the strategy to limit certain conditional uses through an amendment to the County's land development regulations. Roll call vote. (MCU)

**Urban Reserve Overlay:** Discussion took place regarding the staff recommended alternative. Murken moved to not permit annexation in the Urban Reserve Overlay during the life of plan and to reduce the proposed area of the Urban Reserve Overlay, Heddens seconded for discussion. Roll call vote. (MCU)

**Champlin Farms & Meadow Glen areas:** The Planning and Zoning Commission recommendation is to designate the Champlin Farms property as Agriculture and Farm Service and the areas to the east along State Avenue and Meadow

Glen Road as Rural Residential – existing. Heddens moved to adopt the Planning and Zoning Commission recommendation, Murken seconded for discussion. Schoeneman reported on the Urban Reserve Plan. Heddens aye, Murken nay, Faisal nay. Motion fails. Murken moved to adopt the staff alternative with a one-sentence revision, mapping the Champlin Farms property as Agriculture and Farm Service with the Urban Reserve Overlay, but not as annexable territory, and the areas to the east along State Avenue and Meadow Glen Road as Rural Residential – existing, Heddens seconded for discussion. Roll call vote. (MCU)

**Rural Residential – Expansion Designation:** Murken moved adoption of the remainder the Planning and Zoning Commission’s recommendations with the following exception: do not remove the target of 60 new subdivision lots in the unincorporated area for the next 20 years and revise the recommendation as follows—consider allowing the reconfiguration or division of land in the Agriculture and Farm Service designation and Urban Reserve Overlay for commercial or conditional uses similar to the allowance to reduce the lot size for single-family dwellings. No new development lots can be created for additional commercial or conditional uses in the Urban Reserve Overlay, and the County may consider a policy to route these plats to the cities for comment related to their subdivision standards. Heddens seconded for discussion. Roll call vote. (MCU)

Schoeneman reported on the upcoming process and timeline.

**ADMINISTRATIVE COSTS ASSOCIATED WITH YOUTH AND SHELTER SERVICES (YSS) AMERICAN RESCUE PLAN ACT (ARPA) CONTRACT:** Leanne Harter, County Outreach and Special Project Manager, reported on background information, and the Board asked for additional information regarding administrative costs. Andrew Allen, YSS Chief Executive Office, reported on the administrative expenses which are divided across all programs in each fiscal year budget. Amanda Briggs, YSS Chief Financial Officer, provided additional detail. Discussion took place. Faisal said the administrative amount is too high based on the number of new fulltime employees. Briggs reported on existing employees, the new position, and allocations towards direct expenses. Additional discussion took place. Murken moved, Heddens seconded the approval of 10% of administrative costs associated with the YSS ARPA contract for discussion. Harter reported on the service level. Briggs commented on the anticipated number of clients to be served given 10% of administrative costs over four years. Roll call vote. (MCU)

**THE FAÇADE IMPROVEMENT GRANT APPLICATION FROM THE CITY OF COLLINS FOR \$10,000.00:** Leanne Harter, County Outreach and Special Projects Manager, reported on the request. Requested funding is being matched by the City of Collins. The total project cost, for Main Street, is estimated to be \$200,000.00. Greg Pıklapp, Ames Economic Development Commission, provided additional information about funding amounts and sources. Heddens moved, Murken seconded the approval of the Façade Improvement Grant Application from the City of Collins for \$10,000.00. Roll call vote. (MCU)

**ELECTED OFFICIALS/DEPARTMENT HEADS HEADSHOTS:** Leanne Harter, County Outreach and Special Projects Manager, reported on consistency and turnover. Murken moved, Heddens seconded for staff to explore contracts for Elected Officials/Department Head headshots. Roll call vote. (MCU)

**PROCEEDING WITH A REQUEST FOR PROPOSALS (RFP) PROCESS FOR THE HOUSING ACTION PLAN AND FUNDING FOR \$150,000.00:** Leanne Harter, County Outreach and Special Projects Manager, reported on the RFP schedule, cost, timeframe, process and strategies. Action will be presented to the Board on next week’s Consent Agenda. Heddens moved, Murken seconded the approval of Proceeding with an RFP Process for the Housing Action Plan and Funding for \$150,000.00 from American Rescue Plan Act (ARPA) funding over three years. Roll call vote. (MCU)

**FACILITIES MANAGEMENT QUARTERLY REPORT:** Director Joby Brogden asked for any questions about his submitted written report.

**INFORMATION TECHNOLOGY QUARTERLY REPORT:** Director Barb Steinback reviewed ongoing projects. Murken requested Steinback to ask about the use of the Justice Center for next week’s meeting.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** All Board members listed multiple upcoming weekly meetings.

Heddens moved, Murken seconded to adjourn at 1:57 p.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Meeting Agenda  
Administration Building  
900 6th St., Nevada, IA  
9/13/22

1. **SPECIAL NOTE TO THE PUBLIC:** This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

**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. Consideration Of Proclamation Of September As National Voter Registration Month And 9/20/22 As National Voter Registration Day

Department Submitting Auditor

Documents:

NATL VOTER REG DAY AND MONTH 2022.PDF

7. Consideration Of Proclamation Recognizing September 16, 2022 As National POW/MIA Recognition Day In Story County

Department Submitting Board of Supervisors

Documents:

POW MIA RECOGNITION DAY.PDF

8. AGENCY REPORTS:

9. CONSIDERATION OF MINUTES:

I. 9/6/22 Minutes

Department Submitting Auditor

10. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 9/18/22, in a) Facilities Management for Jacob Haddican @  
\$2,017.39/bw; effective 9/20/22, in a) Sheriff's Office for Joshua Sassman @  
\$2,160.48/bw

Department Submitting HR

11. CONSIDERATION OF CLAIMS:

I. 9/15/22 Claims

Department Submitting Auditor

Documents:

CLAIMS 091522.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 Annual Story County Urban Renewal Report FY2021-2022

Department Submitting Auditor

Documents:

ANNUAL URBAN RNWL RPRT.PDF

II. Consideration Of Lease Agreement Between Story County And Mary Greeley Medical Center For 124 S. Hazel Ames IA For \$4,975.00 Monthly Effective 7/1/22 - 6/30/23

Department Submitting Facilities Management

Documents:

124 S HAZEL.PDF

III. Consideration Of Contract For Highway Right Of Way With Douglas A. Hartwig And Betty O. Hartwig For The Purchase Of Permanent Easement For \$284.16(FM-C085 (174)-55-85)

Department Submitting Engineer

Documents:

CTR ROW HARTWIG.PDF

- IV. Consideration Of Professional Services Agreement With Shive-Hattery For Development Of Master Plans For Hickory Grove Park And The Story County Conservation Center For \$48,000

Department Submitting Conservation

Documents:

SHIVE HATTERY AGREEMENT.PDF

- V. Consideration Of Acceptance Of Temporary Construction Easement With Dale And Tricia Lenz

Department Submitting Conservation

Documents:

LENZ EASEMENT.PDF

- VI. Consideration Of Acceptance Of Temporary Construction Easement With WesTech Engineering, LLC

Department Submitting Conservation

Documents:

WESTECH EASEMENT.PDF

- VII. Consideration Of Lease Agreement Between Story County And Optima LifeServices, Inc. For 3911 Calhoun Ames IA For \$5,405.00 Monthly Effective 7/1/22 - 6/30/23

Department Submitting Facilities Management

Documents:

3911 CALHOUN.PDF

- VIII. Consideration Of Lease Agreement Between Story County And Optima LifeServices, Inc. For 620 Duluth Ames IA For \$5,423.00 Monthly Effective 7/1/22 - 6/30/23

Department Submitting Facilities Management

Documents:

620 DULUTH.PDF

- IX. Consideration Of Road Closure Resolution(S): #23-14

Department Submitting Engineer

Documents:

RC 23 14.PDF

X. Consideration Of Utility Permit(S): #23-6553

Department Submitting Engineer

Documents:

UT 23 6553.PDF

13. PUBLIC HEARING ITEMS:

14. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Public Comments On The Draft Ames Urban Fringe Plan And Letter Outlining Changes To Consider In A Final Draft From The Board Of Supervisors To The Other Cooperators – Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF  
LETTERS TO ST CO FROM AMES.PDF  
PUBLIC DRAFT.PDF  
MAY 23 PUBLIC MEETING COMMENTS TRANSCRIPT.PDF  
MAY 23 PUBLIC PRESENTATION POWER POINT.PDF  
OAKWOOD CHURCH OPEN HOUSE WRITTEN AND MAP COMMENTS.PDF  
ONLINE COMMENT FORM SUBMISSIONS.PDF  
ONLINE MAP COMMENTS LIST AND REFERENCE MAPS.PDF  
OTHER COMMENTS.PDF  
GILBERT OPEN HOUSE WRITTEN AND MAP COMMENTS.PDF

- II. Discussion And Consideration Of Administrative Costs Associated With YSS ARPA Contract - Leanne Harter

Department Submitting Board of Supervisors

Documents:

YSS STORY COUNTY ARPA PROGRAM ADMIN EXP REQUEST.PDF

- III. Consideration Of The Facade Improvement Grant Application From The City Of Collins For \$10,000 - Leanne Harter

Department Submitting Board of Supervisors

Documents:

COLLINS22FACAPP.PDF

IV. Discussion And Consideration Of Elected Officials/Department Heads Headshots -  
Leanne Harter

Department Submitting Board of Supervisors

Documents:

BOS MEMO HEADSHOTS22.PDF

V. Discussion And Consideration Of Proceeding With A Request For Proposals Process  
For The Housing Action Plan And Funding For \$150,000 - Leanne Harter

Department Submitting Board of Supervisors

Documents:

BOS MEMO HAP.PDF

15. DEPARTMENTAL REPORTS:

I. Facilities Management Quarterly Report - Joby Brogden

Department Submitting Auditor

Documents:

FM QTR.PDF

II. Information Technology Quarterly Report - Barb Steinback

Department Submitting Auditor

Documents:

IT QTR.PDF  
IT QTR 2.PDF  
IT QTR 3.PDF

16. OTHER REPORTS:

17. UPCOMING AGENDA ITEMS:

18. PUBLIC COMMENT #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.

Story County Board of Supervisors

Agenda

9/13/22

NAME

ADDRESS

<u>NAME</u>	<u>ADDRESS</u>
James WW Wright	Collins IA 50055
Leonard W. Baker	Ames 1011A
BRADLEY PERKINS	AMES
Phil Fasevoli	3108 S. Dakota Ave AMES 50014
Joby Bregden	SLFM
Becky Christensen	Ames
KIM Christensen	Ames
bw Popp	GILBERT
Kara Warme	Franklin Township
Sandy	Box
Barb Steinback	SCIT
Christi Maffauer	3505 215th St
Lornie Bousso	4450 246 <sup>th</sup> St Ames
Jay Larson	26778 560 <sup>th</sup> Ave.
Marilyn Newerson	54234 276 <sup>th</sup> St Kelley
Jane Pecko	5500 240 <sup>th</sup> Ames
Ally Christensen	2984 S Dakota Ave.
Lucy MARTIN	STORY COUNTY AUDITOR
Liesel Dannelson	2981 S Dakota Ave Ames
Greg Pixlapp	Ames Chamber/EDC
America Smeeman	P: D

**PROCLAMATION**  
***National Voter Registration Month***

**September 2022**

**WHEREAS**, registering to vote empowers eligible citizens to exercise their right to vote on Election Day; and

**WHEREAS**, while Iowa consistently ranks among the top 10 states in the nation for voter registration and voter participation, with more than two million residents currently registered to vote, there are eligible citizens who have not yet registered; and

**WHEREAS**, voter registration is maintained at the County level, and anyone moving into Story County is a new registrant, regardless of previous voter registration status; and

**WHEREAS**, Story County has a mobile population and registered voters who change residence within the County need to update their registration by completing a voter registration form in order to know their correct polling location; and

**WHEREAS**, Story County, as the home of Iowa State University, recognizes that many younger citizens participate in elections for the first time in Story County, and encourages all who are eligible to register to vote; and

**WHEREAS**, Iowa's voter registration process is readily available, with online voter registration, Election Day registration, and applications available through government agencies across the state; and

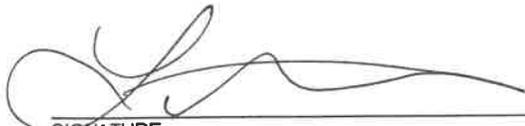
**WHEREAS**, Story County provides its eligible residents with a postage-paid voter registration form, available on the County's website; and

**WHEREAS**, due to the 2022 redistricting and reprecincting processes following the federal decennial census, residents may have been assigned new polling locations; and

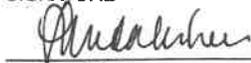
**WHEREAS**, the need for public information and education regarding voter registration is crucial as Iowa voters prepare to take part in the upcoming 2022 General Election on November 8; and

**WHEREAS**, we encourage all interested citizens and all appropriate media outlets and civic organizations to participate in this non-partisan voter registration awareness campaign to encourage the maximum participation of qualified voters in Iowa;

**NOW, THEREFORE, BE IT RESOLVED THAT** we, the Story County Board of Supervisors, do hereby proclaim September 2022 as National Voter Registration Month and Tuesday, September 20, 2022, as National Voter Registration Day.

  
SIGNATURE

9.13.22  
DATE

  
SIGNATURE

9-13-22  
DATE

  
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9-13-22  
DATE



**PROCLAMATION**  
***National POW/MIA Recognition Day***

**September 16, 2022**

**WHEREAS**, the third Friday in September is recognized as POW/MIA Day, a time to remember the sacrifices of prisoners of war (POW) and servicemembers who are missing in action (MIA). Until 1979, there was no formal recognition day set aside for these important men and women in uniform. And;

**WHEREAS**, a national-level ceremony is held on every National POW/MIA Recognition Day. Traditionally held at the Pentagon, it features members from each branch of military service and participation from high-ranking officials. And;

**WHEREAS**, in addition to the national-level ceremony, observances of National POW/MIA Recognition Day are held across the country on military installations, ships at sea, state capitols, schools and veterans' facilities. And;

**WHEREAS**, no matter where they are held, these National POW/MIA Recognition Day ceremonies share the common purpose of honoring those who were held captive and returned, as well as those who remain missing. And;

**WHEREAS**, since 1999, the POW/MIA Accounting community has created a theme commemorating National POW/MIA Recognition Day. The 2022 theme continues to honor this tradition and their slogan is "Their Sacrifice, Our Pledge." And;

**NOW, THEREFORE, BE IT RESOLVED THAT**, we, the Story County Board of Supervisors, do hereby proclaim September 16, 2022 as National POW/MIA Recognition Day in Story County and encourage citizens to recognize the sacrifices of these individuals.

  
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9.13.2022  
DATE

  
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9-13-22  
DATE

  
SIGNATURE

9-13-22  
DATE





**Urban Renewal Area Data Collection**

Local Government Name: STORY COUNTY (85)  
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA  
 UR Area Number: 85022

UR Area Creation Date: 11/2011

The Story Co. Urban Renewal Plan's objectives are to use TIF tax revenues to finance public improvements intended to promote the quality of life for all residents and encourage private investments & development for economic growth throughout Story County.

UR Area Purpose:

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
WARREN TWP/COLO-NESCO SCH STORY CO ORIG URA TIF INCREM	850591	850191	2,837,362
LINCOLN TWP/COLO-NESCO SCH STORY CO ORIG URA TIF INCREM	850592	850192	18,209,850
SHERMAN TWP/COLO-NESCO SCH STORY CO ORIG URA TIF INCREM	850593	850193	16,909,595
GRANT TWP/NEVADA SCH VETTER PROPERTY TIF INCREM	850594	850194	2,545,198
GRANT TWP/NEVADA SCH DEMONSTRATION WIND TURBINE TIF INCREM	850595	850195	1,112,142
LAFAYETTE TWP/ROLAND-STORY SCH/2013 STORY CO URA AMENDMENT TIF INCREM	850598	850198	532,778
LINCOLN TWP/COLO-NESCO SCH/2013 STORY CO URA AMENDMENT TIF INCREM	850599	850199	357,440
WARREN TWP/COLO-NESCO SCH/2013 STORY CO URA AMENDMENT TIF INCREM	850624	850200	677,888
INDIAN CREEK TWP/COLLINS-MAXWELL SCH/2013 STORY CO URA AMENDMENT TIF INCREM	850625	850201	320,282
GRANT TWP/NEVADA SCH 2016 COUNTY URA ADDITION TIF INCREM	850632	850232	753,064
NEVADA TWP/NEVADA SCH 2016 COUNTY URA ADDITION TIF INCREM	850633	850233	194,851
PALESTINE TWP/BALLARD SCH 2016 COUNTY URA ADDITION TIF INCREM	850634	850234	385,840

**Urban Renewal Area Value by Class - 1/1/2020 for FY 2022**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	5,927,500	102,634,900	0	0	108,562,400	0	108,562,400
Taxable	0	0	5,334,750	92,371,410	0	0	97,706,160	0	97,706,160
Homestead Credits									0

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2021:**

193,535

0

**Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 840,255  
 TIF Sp. Revenue Fund Interest: 0  
 Property Tax Replacement Claims: 28,957  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 869,212**

Rebate Expenditures: 0  
 Non-Rebate Expenditures: 854,356  
 Returned to County Treasurer: 0  
**Total Expenditures: 854,356**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2022:**

208,391

0

**Amount of 06-30-2022 Cash Balance Restricted for LMI**

## Projects For STORY COUNTY URBAN RENEWAL AREA

### City of Slater

Description: Acq/Renovation 404/406 Main Street  
Main Street Iowa Program-Iowa Economic Development  
Classification: Authority  
Physically Complete: No  
Payments Complete: No

### Praeri Rail Trail

Description: Praeri Rail Trail  
Recreational facilities (lake development, parks, ball fields,  
trails)  
Classification: trails)  
Physically Complete: No  
Payments Complete: No

### City of Collins

Description: Main Street Demo and Revitalization  
Classification: Roads, Bridges & Utilities  
Physically Complete: No  
Payments Complete: No

### City of Slater

Description: Sidewalk Lighting on Main Street  
Main Street Iowa Program-Iowa Economic Development  
Classification: Authority  
Physically Complete: Yes  
Payments Complete: Yes

### Dakins Lake

Description: Dakins Lake Park Expansion  
Recreational facilities (lake development, parks, ball fields,  
trails)  
Classification: trails)  
Physically Complete: Yes  
Payments Complete: Yes

### TELC

Description: ISU Research Park - Phase I  
Recreational facilities (lake development, parks, ball fields,  
trails)  
Classification: trails)  
Physically Complete: No  
Payments Complete: No

### TELC

Description: ISU Research Park - Phase II  
Recreational facilities (lake development, parks, ball fields,  
trails)  
Classification: trails)  
Physically Complete: Yes  
Payments Complete: No

## **TELC**

Description: ISU Research Park - Phase III  
Recreational facilities (lake development, parks, ball fields,  
Classification: trails)  
Physically Complete: Yes  
Payments Complete: No

## **City of Cambridge**

Description: Opera House Redevelopment  
Classification: Municipal and other publicly-owned or leased buildings  
Physically Complete: No  
Payments Complete: No

## **City of Nevada**

Description: New Digital Sign - Public Library  
Classification: Municipal and other publicly-owned or leased buildings  
Physically Complete: Yes  
Payments Complete: Yes

## **City of Zearing**

Description: Permanent Restroom Public Park  
Recreational facilities (lake development, parks, ball fields,  
Classification: trails)  
Physically Complete: No  
Payments Complete: No

## **Ames Main Street**

Description: Downtown Ames Beautification Overhaul  
Main Street Iowa Program-Iowa Economic Development  
Classification: Authority  
Physically Complete: No  
Payments Complete: No

## **City of Story City**

Description: I-35 Business Sign Enhancement  
Recreational facilities (lake development, parks, ball fields,  
Classification: trails)  
Physically Complete: No  
Payments Complete: No

## **City of Zearing**

Description: Zearing Community LED Signage  
Main Street Iowa Program-Iowa Economic Development  
Classification: Authority  
Physically Complete: No  
Payments Complete: No

## **City of Gilbert**

Description: Main Street Paving & Utility  
Main Street Iowa Program-Iowa Economic Development  
Classification: Authority  
Physically Complete: Yes

Payments Complete:

Yes

## Debts/Obligations For STORY COUNTY URBAN RENEWAL AREA

### 2012 TIF Revenue Bond

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	360,000
Interest:	7,020
Total:	367,020
Annual Appropriation?:	No
Date Incurred:	11/29/2012
FY of Last Payment:	2022

### 2016 TIF Revenue Bond

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	795,800
Interest:	52,142
Total:	847,942
Annual Appropriation?:	No
Date Incurred:	08/01/2016
FY of Last Payment:	2026

### 2017 TIF Revenue Bond

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	943,600
Interest:	89,273
Total:	1,032,873
Annual Appropriation?:	No
Date Incurred:	09/19/2017
FY of Last Payment:	2027

### 2018 TIF Revenue Bond

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	730,300
Interest:	118,578
Total:	848,878
Annual Appropriation?:	No
Date Incurred:	11/27/2018
FY of Last Payment:	2028

### Story County Internal Loan

Debt/Obligation Type:	Internal Loans
Principal:	159,042
Interest:	0
Total:	159,042
Annual Appropriation?:	No
Date Incurred:	11/06/2015
FY of Last Payment:	2020

## Non-Rebates For STORY COUNTY URBAN RENEWAL AREA

TIF Expenditure Amount:	0
Tied To Debt:	Story County Internal Loan
Tied To Project:	City of Slater
TIF Expenditure Amount:	367,020
Tied To Debt:	2012 TIF Revenue Bond
Tied To Project:	Dakins Lake
TIF Expenditure Amount:	16,824
Tied To Debt:	Story County Internal Loan
Tied To Project:	Praeri Rail Trail
TIF Expenditure Amount:	168,610
Tied To Debt:	2016 TIF Revenue Bond
Tied To Project:	TELC
TIF Expenditure Amount:	172,805
Tied To Debt:	2017 TIF Revenue Bond
Tied To Project:	TELC
TIF Expenditure Amount:	124,097
Tied To Debt:	2018 TIF Revenue Bond
Tied To Project:	TELC
TIF Expenditure Amount:	0
Tied To Debt:	Story County Internal Loan
Tied To Project:	City of Cambridge
TIF Expenditure Amount:	5,000
Tied To Debt:	Story County Internal Loan
Tied To Project:	City of Nevada
TIF Expenditure Amount:	0
Tied To Debt:	Story County Internal Loan
Tied To Project:	City of Zearing
TIF Expenditure Amount:	0
Tied To Debt:	Story County Internal Loan
Tied To Project:	City of Gilbert

**TIF Taxing District Data Collection**

Local Government Name: STORY COUNTY (85)  
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)  
 TIF Taxing District Name: WARREN TWP/COLO-NESCO SCH STORY CO ORIG URA TIF INCREM  
 TIF Taxing District Inc. Number: 850191  
 TIF Taxing District Base Year: 2010  
 FY TIF Revenue First Received: 2013  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2033

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		11/2011

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	6,607,900	0	0	6,607,900	0	6,607,900
Taxable	0	0	0	5,947,110	0	0	5,947,110	0	5,947,110
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	506,400	5,947,110	2,837,362	3,109,748	58,900

FY 2022 TIF Revenue Received: 52,097

**TIF Taxing District Data Collection**

Local Government Name: STORY COUNTY (85)  
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)  
 TIF Taxing District Name: LINCOLN TWP/COLO-NESCO SCH STORY CO ORIG URA TIF INCREM  
 TIF Taxing District Inc. Number: 850192  
 TIF Taxing District Base Year: 2010  
 FY TIF Revenue First Received: 2013  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2033

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		11/2011

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	43,231,800	0	0	43,231,800	0	43,231,800
Taxable	0	0	0	38,908,620	0	0	38,908,620	0	38,908,620
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	5,064,000	38,167,800	18,209,850	19,957,950	383,108

FY 2022 TIF Revenue Received: 340,568

♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

**TIF Taxing District Data Collection**

Local Government Name: STORY COUNTY (85)  
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)  
 TIF Taxing District Name: SHERMAN TWP/COLO-NESCO SCH STORY CO ORIG URA TIF INCREM  
 TIF Taxing District Inc. Number: 850193  
 TIF Taxing District Base Year: 2010  
 FY TIF Revenue First Received: 2013  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2033

	Slum	<b>UR Designation</b>
	Blighted	No
	Economic Development	No
		11/2011

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	42,531,900	0	0	42,531,900	0	42,531,900
Taxable	0	0	0	38,278,710	0	0	38,278,710	0	38,278,710
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	7,089,500	35,442,400	16,909,595	18,532,805	350,211

FY 2022 TIF Revenue Received: 312,295

**TIF Taxing District Data Collection**

Local Government Name: STORY COUNTY (85)  
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)  
 TIF Taxing District Name: GRANT TWP/NEVADA SCH VETTER PROPERTY TIF INCREM  
 TIF Taxing District Inc. Number: 850194  
 TIF Taxing District Base Year: 2010  
 FY TIF Revenue First Received: 2013  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2033

	Slum	<b>UR Designation</b>
	Blighted	No
	Economic Development	No
		11/2011

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	5,927,500	0	0	0	5,927,500	0	5,927,500
Taxable	0	0	5,334,750	0	0	0	5,334,750	0	5,334,750
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	42,600	5,334,750	2,545,198	2,789,552	59,447

FY 2022 TIF Revenue Received: 53,438

**TIF Taxing District Data Collection**

Local Government Name: STORY COUNTY (85)  
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)  
 TIF Taxing District Name: GRANT TWP/NEVADA SCH DEMONSTRATION WIND TURBINE TIF INCREM  
 TIF Taxing District Inc. Number: 850195  
 TIF Taxing District Base Year: 2010  
 FY TIF Revenue First Received: 2014  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2024

	Slum	<b>UR Designation</b>
	Blighted	No
	Economic Development	No
		11/2011

**TIF Taxing District Value by Class - 1/1/2020 for FY 2022**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	2,590,000	0	0	2,590,000	0	2,590,000
Taxable	0	0	0	2,331,000	0	0	2,331,000	0	2,331,000
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	1	2,331,000	1,112,142	1,218,858	25,975

FY 2022 TIF Revenue Received: 22,098

**TIF Taxing District Data Collection**

Local Government Name: STORY COUNTY (85)  
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)  
 TIF Taxing District Name: LAFAYETTE TWP/ROLAND-STORY SCH/2013 STORY CO URA AMENDMENT  
 TIF INCREM  
 TIF Taxing District Inc. Number: 850198  
 TIF Taxing District Base Year: 2012  
 FY TIF Revenue First Received: 2015  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2025

	Slum	<b>UR Designation</b>
	Blighted	No
	Economic Development	No
		10/2013

**TIF Taxing District Value by Class - 1/1/2020 for FY 2022**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	1,410,000	0	0	1,410,000	0	1,410,000
Taxable	0	0	0	1,269,000	0	0	1,269,000	0	1,269,000
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	293,300	1,116,700	532,778	583,922	12,280

FY 2022 TIF Revenue Received: 9,812

**TIF Taxing District Data Collection**

Local Government Name: STORY COUNTY (85)  
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)  
 TIF Taxing District Name: LINCOLN TWP/COLO-NESCO SCH/2013 STORY CO URA AMENDMENT TIF INCREM  
 TIF Taxing District Inc. Number: 850199  
 TIF Taxing District Base Year: 2012  
 FY TIF Revenue First Received: 2015  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2025

	Slum	<b>UR Designation</b>
	Blighted	No
	Economic Development	No
		10/2013

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	832,500	0	0	832,500	0	832,500
Taxable	0	0	0	749,250	0	0	749,250	0	749,250
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	1	749,250	357,440	391,810	7,521

FY 2022 TIF Revenue Received: 6,140

**TIF Taxing District Data Collection**

Local Government Name: STORY COUNTY (85)  
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)  
 TIF Taxing District Name: WARREN TWP/COLO-NESCO SCH/2013 STORY CO URA AMENDMENT TIF INCREM  
 TIF Taxing District Inc. Number: 850200  
 TIF Taxing District Base Year: 2012  
 FY TIF Revenue First Received: 2015  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2025

	Slum	<b>UR Designation</b>
	Blighted	No
	Economic Development	No
		10/2013

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	1,578,700	0	0	1,578,700	0	1,578,700
Taxable	0	0	0	1,420,830	0	0	1,420,830	0	1,420,830
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	1	1,420,830	677,888	742,942	14,072

FY 2022 TIF Revenue Received: 11,415

**TIF Taxing District Data Collection**

Local Government Name: STORY COUNTY (85)  
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)  
 TIF Taxing District Name: INDIAN CREEK TWP/COLLINS-MAXWELL SCH/2013 STORY CO URA AMENDMENT TIF INCREM  
 TIF Taxing District Inc. Number: 850201  
 TIF Taxing District Base Year: 2012  
 FY TIF Revenue First Received: 2015  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2025

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		10/2013

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	745,900	0	0	745,900	0	745,900
Taxable	0	0	0	671,310	0	0	671,310	0	671,310
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	1	671,310	320,282	351,028	9,036

FY 2022 TIF Revenue Received: 7,277

**TIF Taxing District Data Collection**

Local Government Name: STORY COUNTY (85)  
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)  
 TIF Taxing District Name: GRANT TWP/NEVADA SCH 2016 COUNTY URA ADDITION TIF INCREM  
 TIF Taxing District Inc. Number: 850232  
 TIF Taxing District Base Year: 2018  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

	Slum	UR Designation
	Blighted	No
	Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	1,753,800	0	0	1,753,800	0	1,753,800
Taxable	0	0	0	1,578,420	0	0	1,578,420	0	1,578,420
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	1	1,578,420	753,064	825,356	17,589

FY 2022 TIF Revenue Received: 14,445

**TIF Taxing District Data Collection**

Local Government Name: STORY COUNTY (85)  
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)  
 TIF Taxing District Name: NEVADA TWP/NEVADA SCH 2016 COUNTY URA ADDITION TIF INCREM  
 TIF Taxing District Inc. Number: 850233

TIF Taxing District Base Year:	2018		<b>UR Designation</b>
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	453,800	0	0	453,800	0	453,800
Taxable	0	0	0	408,420	0	0	408,420	0	408,420
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	1	408,420	194,851	213,569	4,566

FY 2022 TIF Revenue Received: 3,362

**TIF Taxing District Data Collection**

Local Government Name: STORY COUNTY (85)  
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)  
 TIF Taxing District Name: PALESTINE TWP/BALLARD SCH 2016 COUNTY URA ADDITION TIF INCREM  
 TIF Taxing District Inc. Number: 850234

TIF Taxing District Base Year:	2015		<b>UR Designation</b>
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

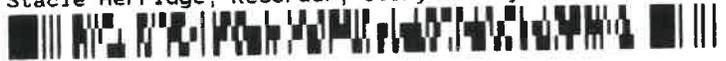
TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	898,600	0	0	898,600	0	898,600
Taxable	0	0	0	808,740	0	0	808,740	0	808,740
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	1	808,740	385,840	422,900	9,949

FY 2022 TIF Revenue Received: 7,308

Instrument #: 2022-09131  
09/14/2022 08:05:16 AM Total Pages: 15  
00 OTHER  
Recording Fee: \$ 0.00  
Stacie Herridge, Recorder, Story County Iowa



Return to:  
Shelly B/Auditor's Office

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

**Preparer Information:** (name, address and phone number)  
Ethan P. Anderson, 1315 South B. Ave., Nevada, IA 50201, Phone: (515) 232-4185

**Return Document To:** (name and complete address)  
1315 South B. Ave  
Nevada, Iowa 50201

**Grantors:**  
Mary Greeley Medical Center

**Grantees:**  
Story County, Iowa

**Legal Description:** See Page 2

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

**Official Board Action date:** 09/13/20  
**Reference Number:** \_\_\_\_\_

## BUSINESS PROPERTY LEASE

THIS LEASE, made and entered into this 8<sup>th</sup> day of September, 2022, by and between Story County, Iowa, authorized under the laws of the State of Iowa, ("Landlord"), whose address, for the purpose of this lease, is 900 6th Street, Nevada, Iowa, 50201, and Mary Greeley Medical Center, ("Tenant"), whose address for the purpose of this lease is 1111 Duff Avenue, Ames, Iowa, 50010.

The parties agree as follows.

### 1. PREMISES AND TERM.

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

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

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of July, 2022, and ending on the 30th day of June, 2023 upon the condition that Tenant performs as provided in this lease. The lease may be renewed by the parties for additional one (1) year terms either by signing a new lease or by signing an addendum (subject to the conditions in section two (2)). This lease shall not automatically renew.

### 2. RENT.

Tenant agrees to pay Landlord as rent \$4,975.00 per month on or before the 1<sup>st</sup> day of July, 2022 and on or before the 1<sup>st</sup> day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. Rent beyond the initial term of this lease will be negotiated at the current fair market rate. All rent payments are to be made payable to Story County Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201, and delivered to Story County Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201 or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 5% per annum.

### 3. SECURITY DEPOSIT.

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

#### 4. POSSESSION.

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

#### 5. USE.

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

#### 6. CARE AND MAINTENANCE.

Landlord and Tenant agree to the following.

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

- (a) Landlord shall keep the following in good repair: roof, sewer, plumbing, heating, wiring, air conditioning. Landlord shall have reasonable access to the building in all areas at all times in order to inspect, repair, install building mechanical and structural components. **Monthly safety inspections will normally occur on the afternoon shift – 2:00 p.m. to 10:30 p.m. Monday through Friday.(CHECKING W/ FACILITIES ON THIS. MAY JUST CONTINUE QUARTERLY INSPECTIONS)** Landlord shall not be liable for failure to make any repairs or replacements or alterations unless Landlord fails to do so within a reasonable period of time after written notice from Tenant.

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

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

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

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

**Facilities Management Emergency Number**

**(515)460-4901**

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

**Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be requested through Asset Essentials at <https://assetessentials.dudesolutions.com/StoryCountyIA/Home/Index>**

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

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

by solicitors, Tenant is to immediately notify Landlord and inform solicitors that only Landlord may authorize and perform improvements.

#### **8. UTILITIES AND SERVICES.**

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

#### **9. SURRENDER.**

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

#### **10. ASSIGNMENT AND SUBLETTING.**

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

#### **11. INSURANCE.**

Landlord and Tenant agree to the following.

- (a) **Property insurance.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
- (b) **Liability insurance.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$3,000,000.00 annual aggregate. This policy shall include an endorsement listing Story County Iowa as an additional insured. The Tenant will provide a copy of the policy declarations to the Landlord yearly upon request.

#### **12. LIABILITY FOR DAMAGE.**

Each party shall be liable to the other for all damage caused to the other's property due to the negligence, reckless or intentionally acts caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

### **13. INDEMNITY.**

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

### **14. DAMAGE.**

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

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

Landlord and Tenant agree to the following.

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

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

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

is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

**Notice of default:**

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

**Remedies:**

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

**16. RIGHT TO ADVERTISE.**

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

**17. LEGAL NOTICES AND DEMANDS.**

All legal or other notices and demands required by this agreement to be in writing shall be delivered to the parties hereto at the addresses designated in this paragraph unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a

demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. The address of Landlord is:

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

The address of the Tenant is:

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

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

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

### **19. CERTIFICATION.**

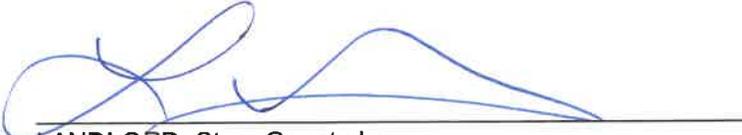
Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity,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

### **20. CONTENTS**

Landlord will leave contents on the premises. Landlord will leave contents on the premises. Contents are defined as "furniture, couches, tables, supplies, chairs, desks, filing and storage cabinets, white boards, folding tables, kitchen equipment, appliances, beds, dressers, end tables, lamps, lockers and any miscellaneous furniture type items that are not permanently affixed." All contents are left on the premises at the discretion of Landlord. Tenant shall be granted ownership of all contents that Landlord left on the premises by executing an Asset Purchase Agreement and Bill of Sale.

**21.ADDITIONAL PROVISIONS.**

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



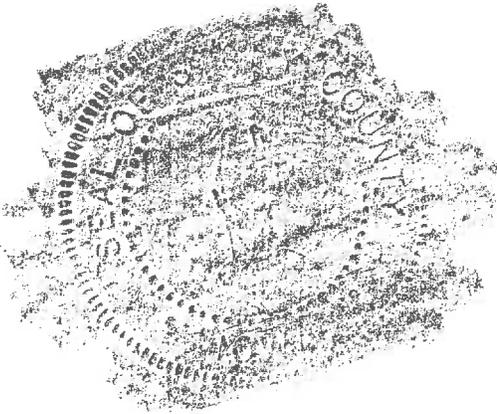
LANDLORD, Story County Iowa  
Authorized signature  
Lisa Heddens, Chair, Story County Board of Supervisors  
*Latifah Faisal*

9.13.2022  
Date



TENANT, Mary Greeley Medical Center  
Brian Dieter, President

8/19/2022  
Date



## **Facilities Management Emergency Contact Information**

### **EMERGENCY NUMBER ONLY:**

**(515)460-4901**

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

**Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be requested through Asset Essentials at <https://assetessentials.dudesolutions.com/StoryCountyIA/Home/Index>**

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

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

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as this 17<sup>th</sup> day of September, 2022, is entered into between Story County, Iowa, a government entity (“**Seller**”) and Mary Greeley Medical Center, an Iowa medical care provider (“**Buyer**”).

WHEREAS, Buyer and Seller entered into a lease agreement, whereby Buyer agreed to lease and Seller agreed to lease real property situated at 124 S. Hazel Ave, Ames, IA 50010;

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to also purchase from Seller, the Purchased Assets (as defined below), subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I PURCHASE AND SALE

**Section 1.01 Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in all of Seller’s assets listed in Exhibit B (the “**Purchased Assets**”), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance (“**Encumbrance**”).

**Section 1.02 No Liabilities.** Buyer shall not assume any liabilities or obligations of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

**Section 1.03 Purchase Price.** The aggregate purchase price for the Purchased Assets shall be \$1.00 (the “**Purchase Price**”). The Buyer shall pay the Purchase Price to Seller upon execution of this agreement in cash.

### ARTICLE II CLOSING

**Section 2.01 Closing.** The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place upon execution of this agreement.

**Section 2.02 Closing Deliverables.** At the Closing, Seller shall deliver to Buyer a bill of sale in the form of Exhibit A attached hereto (the “**Bill of Sale**”) and duly executed by Seller. At the Closing, Buyer shall deliver to Seller the Purchase Price.

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Buyer and Seller represent and warrant that the statements contained in this Article III are true and correct as of the date hereof.

**Section 3.01 Organization and Authority of the Parties; Enforceability.** The Parties are duly organized, validly existing and in good standing under the laws of the state of Iowa. The Parties have full

power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby.

**Section 3.02 No Conflicts; Consents.** The execution, delivery and performance by the Parties of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with any organizational documents of the Parties; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Parties or the Purchased Assets; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which either Party is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. No consent, approval, waiver or authorization is required to be obtained by either Party from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by the Parties of this Agreement and the consummation of the transactions contemplated hereby.

**Section 3.03 Title to Purchased Assets.** Seller owns and has good title to the Purchased Assets, free and clear of all Encumbrances.

#### **ARTICLE IV MISCELLANEOUS**

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses that may be designated by the receiving party from time to time. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. This agreement contains the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations, writings, and understandings relating to the subject matter of this agreement are merged in and are superseded and canceled by, this agreement. This agreement may not be modified or amended except by a writing signed by the parties. This agreement may be signed in any number of counterparts, each of which will be an original with the same effect as if the signatures were upon the same instrument, and it may be signed electronically. Any provision in this agreement that is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction will be ineffective only to the extent of such invalidity, illegality, or unenforceability without affecting in any way the remaining provisions hereof. This agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Any legal suit, action or proceeding arising out of or based upon this Agreement may be instituted in the federal courts of the United States of America or the courts of the state of Iowa in each case located in the City of Ames and the County of Story County and each party irrevocably submits to jurisdiction of such courts. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**Exhibit A**

**WARRANTY BILL OF SALE**

**KNOW ALL MEN BY THESE PRESENTS:** Effective as of this 19<sup>th</sup> day of September, 2022, Story County, Iowa, (the "**Seller**"), in consideration of the performance of that certain Asset Purchase Agreement dated this \_\_\_ day of \_\_\_\_\_, 2022, by and between Seller and Mary Greeley Medical Center, an Iowa medical care provider, (the "**Buyer**") (the "**Agreement**"), does hereby sell, assign, transfer, convey, and set over unto Buyer all of the Purchased Assets, to have and to hold the same unto Buyer, its legal representatives, successors, and assigns forever, free and clear of all liens, security interests, claims, and encumbrances.

Seller hereby warrants, represents, and covenants with and to Buyer that: (i) Seller holds good title to the Purchased Assets, and (ii) Seller has good and lawful authority to sell and convey said Purchased Assets as set forth herein and in the Agreement.

The interpretation and construction of this Warranty Bill of Sale is intended to be consistent with the terms of the Agreement. To the extent that the terms of this instrument and the Agreement are unable to be interpreted consistently, the Agreement shall control. Any capitalized terms not defined herein shall have the meanings set forth in the Agreement. This Warranty Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Warranty Bill of Sale delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Warranty Bill of Sale.

**Story County Iowa**

By: [Signature]  
Print: Latifah Faisal  
Title: Chair, Board of Supervisors

**Mary Greeley Medical Center**

By: [Signature]  
Print: Brian R. Dieter  
Title: President + CEO  
8/19/22



**Story County, Iowa**



By \_\_\_\_\_

Name: Latifeh Faisal

Title: Chair, Story Co. Board of Supervisors

**Mary Greeley Medical Center,**



By \_\_\_\_\_

Name: Brian R. Dieter

Title: President + CEO

8/19/22

Exhibit B  
124 S Hazel, Ames 50010

**Den**

- (1) 3 Drawer Table

**Living room**

- (1) Matching set (2 couches and 2 chairs)
- Oblong coffee table

**Dining room**

- (1) Dining room table and (6) chairs
- (1) Chest of drawers

**Patio**

- (1) Green round metal table
- (1) Picnic table with seats (cream colored)
- (1) Picnic table with seats (cream colored)

**Enclosed porch**

- (1) Table
- (4) Metal chairs

**Bedrooms**

- (8) Chairs

**Kitchen and pantries**

- (1) Freezer
- (2) Refrigerators
- (1) Range
- (1) Microwave
- (1) Dish Washer

**Laundry**

- (1) Dryer
- (1) Washing Machine

Prepared by: Darren R. Moon, Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

## CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 08-24-300-300  
 PROJECT No: FM-C085(174)-55-85  
 ROAD No: (730<sup>th</sup> AVE.)

THIS AGREEMENT made and entered into this 29<sup>th</sup> day of August, A.D. 20 22 by and between

**DOUGLAS A. HARTWIG (5/8 INTEREST) AND BETTY O. HARTWIG & DOUGLAS A. HARTWIG (3/8 INTEREST)**

Seller, and the Story County Secondary Roads Department, acting for the County of Story, Buyer.

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):

The East 17.00 feet of the West 50.00 feet of the North 100.00 feet of the South 800.00 feet in the SW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub> of Section 24, Township 84 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.12 acres of which 0.08 acres is existing R.O.W.

County of Story, State of Iowa, and more particularly described on Page 3 and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page -, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

1.c The premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. Buyer may take immediate possession of premises upon the execution of the contract by both Seller and Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and to surrender physical possession of the premises as shown:

	Payment Amount	Agreed Performance
\$	<u>284.16</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>284.16</u>	<b>TOTAL LUMP SUM</b>

BREAKDOWN:	ac.=acres	sq.ft.=square feet			
Land by Fee Title		ac./sq.ft.	\$	Buildings & Improvements	\$
Underlying Fee Title		ac./sq.ft.	\$	Fence <u>    </u> rods woven	\$
Permanent Easement	<u>0.04</u>	ac./sq.ft.	\$ <u>259.16</u>	Fence <u>    </u> rods barb	\$
Temporary Easement		ac./sq.ft.	\$		\$
Damages for:					\$

Future Abstract Entry in the amount of \$25.00

4. The Seller is responsible for any and all matters relating to any tenant on the land and hereby releases the Buyer from all tenant liabilities.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Doug Hartwig  
X Betty Hartwig

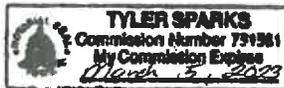
- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that , to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

**Additional Right of Way Agreements:**

**SELLER'S ACKNOWLEDGMENT**

STATE OF IOWA: ss On this 29<sup>th</sup> day of August, 2022, before me, the undersigned, personally appeared Doug Hartwig and Betty Hartwig

Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Tyler Sparks  
Notary Public in and for the State of IOWA

**BUYER'S APPROVAL**

Darren Moon 8-30-22  
Recommended by: Darren Moon P.E., Story County Engineer (Date)

[Signature] 9.13.22  
Approved by: Chairperson, Story County Board of Supervisors (Date)

"Exhibit A"

## STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

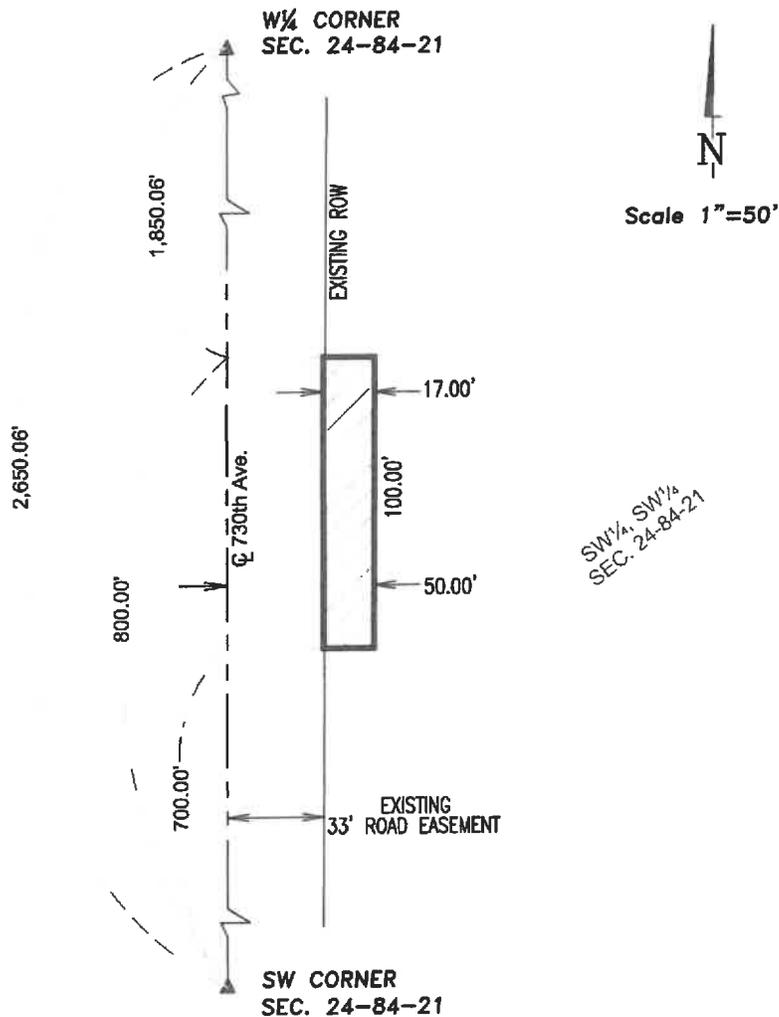
PROJECT NO. FM-C085(174)--55-85 PARCEL NO. 08-24-300-300

SECTION 24, TOWNSHIP 84N, RANGE 21W, OF THE 5TH P.M., STORY COUNTY, IOWA.

ACQUIRED FROM BETTY O. HARTWIG & DOUGLAS A. HARTWIG (3/8 INTEREST) AND  
DOUGLAS A. HARTWIG (5/8 INTEREST)

EXISTING R.O.W. 0.08 ACRES NEW R.O.W. 0.04 ACRES TOTAL R.O.W. 0.12 ACRES

The East 17.00 feet of the West 50.00 feet of the North 100.00 feet of the South 800.00 feet in the SW $\frac{1}{4}$ , SW $\frac{1}{4}$  of Section 24, Township 84 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.12 acres of which 0.08 acres is existing R.O.W.



DATE DRAWN 8/24/2022



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

Memorandum

To: Story County Board of Supervisors  
From: Michael D. Cox, Director  
Date: September 13, 2022  
Re: Consideration of Professional Services Agreement with Shive-Hattery for Development of Master Plans for Hickory Grove Park and the Story County Conservation Center for \$48,000

The attached agreement secures the services of Shive-Hattery for development of two master plans. One plan is for Hickory Grove Park and the other is for the Conservation Center. Work will begin upon execution of agreement and conclude in March 2023. Funding for this agreement is included in the FY23 budget.

The Story County Conservation Board requests your approval.

Approval

9.13.22

Date

Disapproval

Date

## *PROFESSIONAL SERVICES AGREEMENT*

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

**PROJECT:** Story CCB - Hickory Grove & Conservation Center Master Plan

**PROJECT LOCATION:** Ames, IA

**DATE OF AGREEMENT:** August 4, 2022

### PROJECT DESCRIPTION

Story County Conservation (SCC) is undertaking the completion of two physical master plans for Hickory Grove Park, located at 67464 250<sup>th</sup> St., Colo, IA 50056, and for the Story County Conservation Center, located at 56461 180<sup>th</sup> Street, Ames, IA 50010.

### SCOPE OF SERVICES

We will provide the following services for these two projects: Master Planning, Civil Engineering, Landscape Architecture, Visualization and Architectural Programming

#### **Hickory Grove Master Plan:**

1. Visioning & Goal Setting:
  - A. Meet with SCC staff for a detailed work session resulting in the identification of overarching goals.
  - B. Establish project goals and guiding principles in which to measure major design decisions throughout the master planning process.
  - C. Engage staff at all levels. Obtain input on law/policy enforcement, maintenance, environmental education, and volunteer coordination.
  - D. Attend one (1) full-day kick-off meeting to serve as a site visit and project kick-off meeting to establish goals, expectations, and guiding principles.
2. Data Collection/Basemapping:
  - A. Collect base info utilizing existing park maps, LIDAR, and aeriels.
  - B. Utilize owner-provided utility information, anecdotal information, and topographic survey used for recent projects.
  - C. Refine base information and issue documentation to summarize the outcome of the meeting.
3. Stakeholder Engagement:
  - A. Utilize Shive-Hattery's proprietary survey tool. Develop a single survey for Hickory Grove Park and Story County Conservation center. Utilize logic in the survey to allow the audience to choose if they wish to respond to one or both.
    - i. Provide a QR code and details for SCC to launch on social media channels and email databases.
  - B. Public Open House



- i. Facilitate an open house to welcome ideas and inspiration for future improvements.
    - ii. Develop inspiration boards to allow stakeholders to select preferences.
  - C. Review the findings and feedback with SCC staff in a virtual work session.
- 4. Inventory & Analysis:
  - A. Develop diagrams to assist with spacing and amenity planning with considerations for site suitability.
- 5. Master Planning Services:
  - A. Concept Generation:
    - i. Develop various concept plans and host virtual meetings to share and solicit input from SCC staff.
    - ii. Assumes two remote work sessions and a final in-person work session with staff.
  - B. Concept Refinement:
    - i. Refine the plan of physical improvement, including additional recreational, educational, or conservation-focused aspects.
    - ii. Work with SCC staff to develop a final concept.
    - iii. Develop an illustrative plan rendering with labels.
    - iv. Develop 2-3 perspective vignettes or targeted 3D renderings to convey the major improvements.
- 6. Opinion of Probable Costs & Narrative
  - A. Develop a detailed cost opinion with current, fair market unit costs.
    - i. Identify components of proposed amenities and improvements in a breakdown with costs.
    - ii. Estimate or utilize parametric costs based on experience with similar projects to contribute to a budgetary cost opinion. Shive-Hattery will assist SCC staff with the refinement of cost opinions for local market impact.
  - B. Develop a narrative as a companion document to both the plan graphic and the cost opinion to provide details and assumptions that factored into the final design.
  - C. Identify possible fund sources.
- 7. Presentations:
  - A. Present to both the public and to the Story County Conservation Board.
  - B. Final Deliverables:
    - i. An illustrative park map illustrating the proposed improvements for the entire park. The map will be labeled or keyed. 2-3 Blow-ups illustrating proposed improvements for areas requiring more detail. Provide inspiration boards used during the design process.
    - ii. A narrative documenting the project goals and assumptions relative to cost opinions.
    - iii. An opinion of probable project costs.
    - iv. Transmit a final copy of master plan summary including the opinion of probable costs to Owner electronically.

### **Story County Conservation Center Facility Master Plan:**

- 1. Visioning, Goal Setting & Project Initiation:
  - A. Meet with SCC staff for detailed work session resulting in identification of overarching goals.
  - B. Establish project goals and guiding principles in which to measure major design decisions throughout the master planning process.

- C. Engage staff at all levels. Obtain input on law/policy enforcement, maintenance, environmental education, and volunteer coordination.
  - D. Attend one (1) full-day kick-off meeting to serve as a facility tour, site visit, and project kick-off meeting to establish goals, expectations, and guiding principles.
2. **Data Collection & Basemapping:**
- A. Collect base info utilizing existing park maps, LIDAR, and aeriels.
  - B. Utilize owner-provided utility information and anecdotal information.
  - C. Review independently completed space needs assessment.
  - D. Collect information provided by staff such as location of utilities, event planning, benchmarked facilities, and any other desirable feature or lesson learned that is worth noting.
  - E. Refine base information and issue documentation to summarize the outcome of the meeting.
3. **Stakeholder Engagement:**
- A. Utilize Shive-Hattery's proprietary survey tool. Develop a single survey to issue in conjunction with the Hickory Grove Park master plan survey. Utilize logic in the survey to allow the audience to choose if they wish to respond to one or both.
  - B. Provide a QR code and details for SCC to launch on social media channels and email databases.
  - C. Public Open House to share preliminary concepts on a preferred site.
  - D. Review the findings and feedback with SCC staff in a virtual work session.
4. **Inventory & Analysis:**
- A. Develop diagrams to assist with space planning and considerations for site suitability of the various locations.
  - B. Create an adjacency study to explore how various departments, offices, and public access areas interface in a proposed facility.
5. **Master Planning Services:**
- A. **Building Concept Generation:**
    - i. Based on the space needs and adjacency requirements, we plan to develop a massing model of a building.
    - ii. Develop various concept plans and host virtual meetings to share and solicit input from SCC staff.
    - iii. Develop conceptual floor plans and an illustrative representation for the purpose of gaining support and raising funds.
  - B. **Site Concepts and Refinement:**
    - i. Develop a single, conceptual building and/or possible repurposing of the existing conservation center will be situated on the site in various locations for consideration.
    - ii. Work with SCC staff to select a final location for the proposed facility.
    - iii. The final site location will be illustratively rendered and labeled in the plan.
    - iv. Develop an illustrative plan rendering with labels.
    - v. Develop 2-3 perspective views of the proposed or targeted 3D renderings to convey the major improvements.
  - C. Assumes two remote work sessions and final in-person work session with staff.
6. **Opinion of Probable Costs & Narrative**
- A. Develop a detailed cost opinion with current, fair market unit costs.
    - i. Identify components of proposed amenities and improvements in a breakdown with costs.
    - ii. Building costs will be provided on a per square foot basis.
    - iii. Estimate or utilize parametric costs based on experience with similar projects to contribute to a budgetary cost opinion. Shive-Hattery will

- assist SCC staff with the refinement of cost opinions for local market impact.
- B. Develop a narrative as a companion document to both the plan graphic and the cost opinion to provide details and assumptions that factored into the final design.
- C. Identify possible fund sources.
- 7. Presentations:
  - A. Present to both the public and to the Story County Conservation Board.
  - B. Final Deliverables:
    - i. An illustrative site map illustrating the proposed site of the new Story County Conservation Center. The map will be labeled or keyed.
    - ii. Floors plans and elevations or model exports illustrating the building size/configuration.
    - iii. A narrative documenting the project goals and assumptions relative to cost opinions.
    - iv. An opinion of probable project costs.
    - v. Transmit a final copy of master plan summary including the opinion of probable costs to Owner electronically.

**CLIENT RESPONSIBILITIES**

It will be your responsibility to provide the following:

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

**SCHEDULE**

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

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

**COMPENSATION**

Description	Fee Type	Fee	Estimated Expenses	Total
Master Planning Services – Hickory Grove Park	Fixed	\$26,500	Included	\$26,500
Master Planning Services – Story CC Center	Fixed	\$21,500	Included	\$21,500
<b>TOTAL</b>				<b>\$48,000</b>

**Fee Types:**

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

#### Expenses:

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

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

### ADDITIONAL SERVICES

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

1. Enhanced 3D Visualization such as development of a fully modeled site necessary to complete a "fly-through" video.
2. Structural assessment of the existing nature center.
3. Topographical Survey services.

### OTHER TERMS

#### **STANDARD TERMS AND CONDITIONS**

Copyright © Shive-Hattery June 2020

#### **PARTIES**

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

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

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

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

#### **INDEMNIFICATION**

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

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

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

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

#### **STANDARD OF CARE**

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

#### **BETTERMENT**

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

#### **RIGHT OF ENTRY**

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

#### **PAYMENT**

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

#### **TERMINATION**

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

#### **INFORMATION PROVIDED BY OTHERS**

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

or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

#### **UNDERGROUND UTILITIES**

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

#### **CONTRACTOR MATTERS**

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

#### **SHOP DRAWING REVIEW**

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

#### **OPINIONS OF PROBABLE COST**

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

#### **CONSTRUCTION OBSERVATION**

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

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

#### **OTHER SERVICES**

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

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

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

#### **DISPUTE RESOLUTION**

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

#### **EXCUSABLE EVENTS**

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

#### **ASSIGNMENT**

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

#### **SEVERABILITY, SURVIVAL AND WAIVER**

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

#### **GOVERNING LAW**

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

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **COMPLETE AGREEMENT**

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

#### **ACCEPTANCE**

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



AGREEMENT

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

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

Sincerely,  
SHIVE-HATTERY, INC.



Emily Naylor, PLA Project  
Manager enaylor@shive-  
hattery.com

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AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Story County Conservation Board

BY: Christine Laumer (signature) TITLE: Chair, Conservation Board

PRINTED NAME: Christine Laumer DATE ACCEPTED: 9/12/22

CC: Ryan Wiemold

CLIENT: Story County Board of Supervisors

BY: [Signature] (signature) TITLE: Chair, Story Co. Board of Supervisors

PRINTED NAME: Latifah Taisal DATE ACCEPTED: 9.13.22

## STANDARD HOURLY FEE SCHEDULE Effective July 2, 2022 to December 31, 2022

**PROFESSIONAL STAFF:**

Grade 1	\$100.00
Grade 2	\$120.00
Grade 3	\$133.00
Grade 4	\$149.00
Grade 5	\$166.00
Grade 6	\$179.00
Grade 7	\$195.00
Grade 8	\$213.00
Grade 9	\$232.00

**TECHNICAL STAFF:**

Grade 1	\$ 70.00
Grade 2	\$ 86.00
Grade 3	\$ 98.00
Grade 4	\$106.00
Grade 5	\$119.00
Grade 6	\$136.00
Grade 7	\$152.00

**ADMIN STAFF:**           \$ 69.00

**SURVEY STAFF:**

One Person	\$152.00
Two Person	\$236.00
One Person with ATV	\$177.00
Two Person with ATV	\$261.00
Drone Surveyor (Video or Photogrammetry)	\$188.00
Drone Surveyor (Thermography)	\$347.00
Drone Processing	\$140.00
Hydrographic Survey Crew (Two Person)	\$302.00
Scanning Surveyor	\$195.00
Surveyor with Two Scanners	\$275.00
Surveyor with Three Scanners	\$355.00
Ground Penetrating Radar	\$155.00

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

Mileage- Car/Truck	\$0.62/ Mile
Mileage- Survey Trucks	\$0.72/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

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

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

**OUTSIDE SERVICES**

<b>Aerial Photogrammetry</b>	<b>Cost + 10%</b>
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

<b>Color Prints:</b>	
Letter Size	\$ 1.00
Legal Size	\$ 2.00



Return to:  
Auditor's Office/Shelly B

Preparer: Michael D. Cox, Conservation Director, PH: 515-232-2516; FAX 515-232-6989  
Story County Conservation, 56461 180<sup>th</sup> Street, Ames, IA 50010  
RETURN ORIGINAL TO: Michael D. Cox, Story County Conservation, 56461 180<sup>th</sup> Street, Ames, IA 50010

### TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **Dale Paul & Tricia Kay Lenz**, whose address is 5348 Arrasmith Trail, Ames, IA 50010, and their successors and assigns (collectively, "**Grantor**"), in exchange for valuable consideration as recited herein, hereby grants, bargains, sells, and conveys to Story County, Iowa, whose address is 900 Sixth St., Nevada, IA 50201 and its successors and assigns (collectively "**Grantee**"), its agents, contractors and employees, a temporary construction easement over a portion of the real property owned by Grantor and described on the attached Exhibit "A" at page 5 ("Grantor's Property").

The temporary construction easement shall be for the purpose of staging, hauling, transporting, and storage of materials, vehicles and equipment to effectuate the removal of "Hannums Mill Dam" and construct rapids. The purpose of this temporary easement is to make river passage safe for recreational public use and for safe fish passage. This project plans to construct the rapids throughout the river channel and up to the banks of the river on the Grantor's Property.

The temporary construction easement granted to Grantee herein shall be over, upon, across and under the portion of Grantor's Property described as shown on the attached Exhibit "A" as the "Temporary Easement Area," and shall include the right of ingress and egress across Grantor's Property to and from the Temporary Easement Area, and shall specifically allow Grantee and its agents, contractors and employees the right to access and occupy the Temporary Easement Area in connection with the Dam removal and rapids project. The Grantee agrees to notify the Grantor's in advance of entry to the subject property. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion through river bank stabilization.

1. All materials and equipment and facilities placed by Grantee in the Temporary Easement Area shall be owned by and remain the property of Grantee.
2. Grantee shall operate in accord with the requirements of the Story County Code of Ordinances, and any applicable State or Federal laws, rules or regulations.

3. In addition to the easement and easement areas described above, Grantors grant to Grantee the right of ingress and egress over and across Grantor's Property and from the Temporary Easement Area in order to permit Grantee to perform the project. Methods and means of such work shall be subject to Grantor approval.

4. The temporary construction easement created by this Agreement shall terminate thirty (30) days after the project is complete.

5. To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless Grantor from and against any and all third party claims and demands for damages to property, and for injury or death to persons, including payments made under any workers' compensation law or under any plan for employees' disability and death benefits, and including all reasonable expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the negligent construction or maintenance activities of Grantee related to the construction for which this easement is granted.

6. Grantor represents and warrants to Grantee that it owns fee simple title to Grantor's Property, including, but not limited to, the Temporary Easement Area, that Grantor's Property is not encumbered by any mortgage or other lien, and that Grantor may execute and deliver this easement, and grant the easements and other rights described herein, without obtaining the consent or approval of any other party.

7. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of the State of Iowa and all applicable federal laws.

8. This Agreement, including all exhibits, addendums and amendments thereto, contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

9. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed here from and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

This Temporary Construction Easement is executed and delivered by Grantor to Grantee this 13<sup>th</sup> day of September, 2022.

[Remainder of page intentionally left blank. Signatures to follow]





GRANTEE:

STORY COUNTY, IOWA

By: [Signature]

Printed Name: Latifah Faisal

Title: Chair of Board of Supervisors

By: [Signature]

Printed Name: LUCY MARTIN

Title: Story County Auditor

STATE OF IOWA

COUNTY OF STORY

On this 13th of September, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared Latifah Faisal and Lucy Martin, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of Story County, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of Story County, Iowa, and that the instrument was signed and sealed on behalf of Story County, Iowa, by authority of its Board of Supervisors, as contained in Ordinance No. \_\_\_\_\_ passed (the Resolution adopted) by the Board of Supervisors, under Roll Call No. \_\_\_\_\_ of the Board of Supervisors on 13th of September, 2022 and Latifah Faisal and Lucy Martin acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of Story County, Iowa, by it voluntarily executed.

[Signature: Michelle L. Bellile]

Notary Public

Print Name: Michelle L. Bellile

My commission expires: September 11, 2024

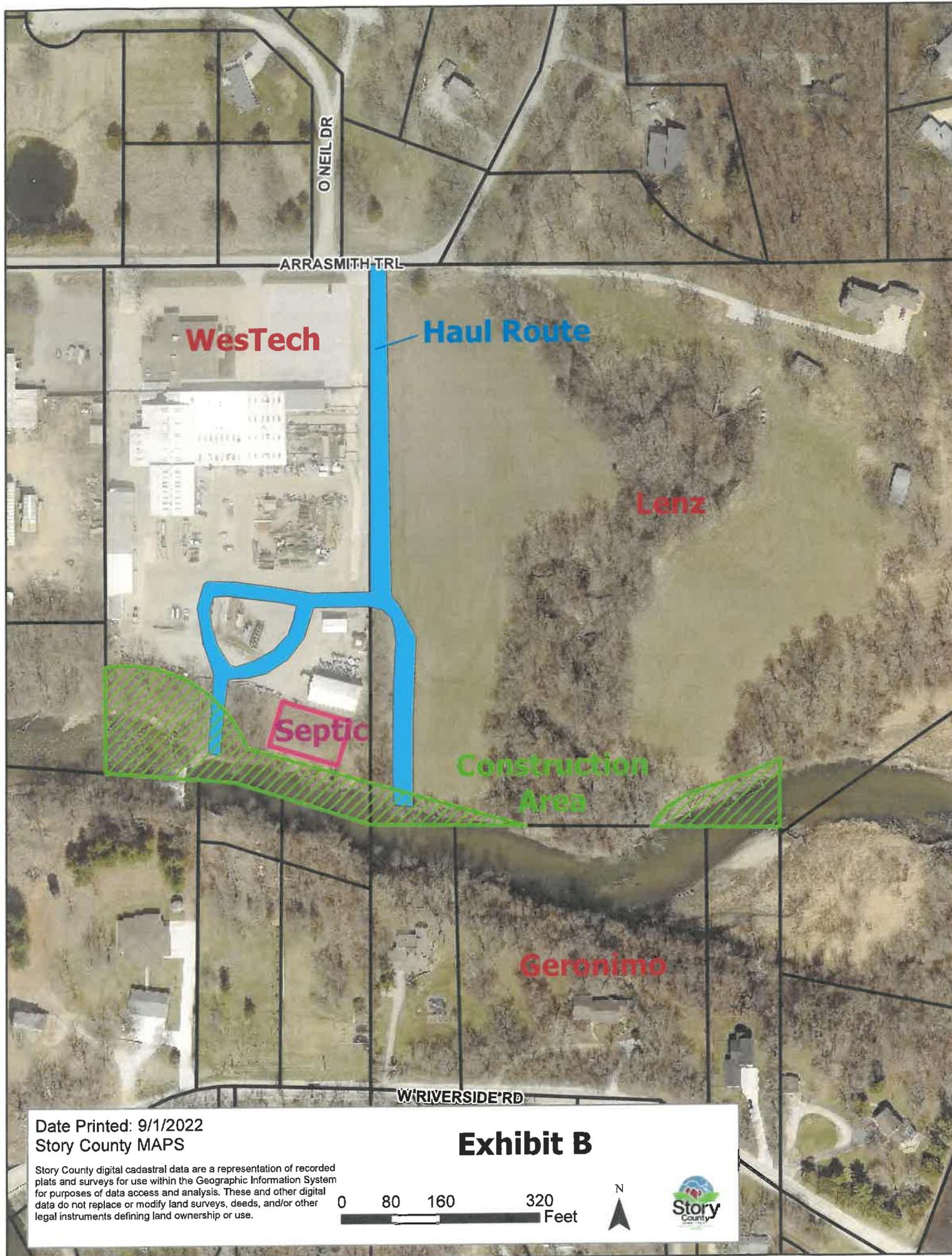
STAMP



**EXHIBIT A**

**Grantor's Property Legal Description,**

SECTION:23 TOWNSHIP:84 RANGE:24 N1/2 SW LOTS 6 & 7 AND LOT 2 AND  
COMMNE COR LOT 2 E189.2' S229.6' W189.2' N229.6' TO BEG AND BEG NW COR  
LOT 8 S698.47' E662.12' NE1381.87' S125.32' NE198' N264' W473.76'S229.6'  
W1514.71' TO BEG



Date Printed: 9/1/2022  
Story County MAPS

### Exhibit B

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





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

Memorandum

To: Story County Board of Supervisors  
From: Michael D. Cox, Director  
Date: September 13, 2022  
Re: Consideration of Acceptance of Temporary Construction Easement with WesTech Engineering, LLC.

The attached temporary construction easement is required for the mitigation of the Hannums Mill dam. Story County Conservation will be applying for funds to mitigate the public safety risk and allow fish passage at the Hannums Mill dam location. This easement allows the county to access private property in order to do so.

The Story County Conservation Board requests your approval.

Approval

Disapproval

9.13.22  
Date

Date

Preparer: Michael D. Cox, Conservation Director, PH: 515-232-2516; FAX 515-232-6989  
Story County Conservation, 56461 180<sup>th</sup> Street, Ames, IA 50010  
RETURN ORIGINAL TO: Michael D. Cox, Story County Conservation, 56461 180<sup>th</sup> Street, Ames, IA 50010

### TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **WesTech Engineering, LLC**, whose address is 600 Arrasmith Trail, Ames, IA 50010, and their successors and assigns (collectively, “**Grantor**”), in exchange for valuable consideration as recited herein, hereby grants, bargains, sells, and conveys to Story County, Iowa, whose address is 900 Sixth St., Nevada, IA 50201 and its successors and assigns (collectively “**Grantee**”), its agents, contractors and employees, a temporary construction easement (hereinafter the “**Easement**”) over a portion of the real property owned by Grantor, which property is described on the attached Exhibit “A” at page 5 (“**Grantor’s Property**”).

The Easement shall be for the purpose of staging, hauling, transporting, and storage of materials, vehicles and equipment to effectuate the removal of “**Hannums Mill Dam**” and to construct rapids in place thereof (hereinafter the “**Project**”). The purpose of the Project is to make river passage safe for recreational public use and for safe fish passage. To accomplish these ends, Grantee plans to construct rapids throughout the river channel and up to the banks of the river on the Grantor’s Property.

The Easement granted to Grantee herein shall be over, upon, across and under a portion of Grantor’s Property, which property is described on the attached Exhibit “A”. The portion of Grantor’s Property that Grantor grants Grantee the Easement upon is identified on the attached Exhibit “B” as the Construction Area and is referred to hereinafter as the “**Temporary Easement Area**”. The Easement shall include a limited right of reasonable ingress and egress across Grantor’s Property to and from the Temporary Easement Area along the Haul Route identified on Exhibit “B”, as may be specified or altered by Grantor from time to time, and shall specifically allow Grantee and its agents, contractors and employees the right to access and occupy the Temporary Easement Area in connection with the Dam removal and rapids project. The Grantee agrees to notify the Grantor’s in advance of entry to the subject property. Grantee will, insofar as practicable, restore any ground disturbed by the Grantee’s use of the Easement and any ingress or egress thereto or from. Grantee will take all reasonable measures prevent any damage to any property of Grantor from soil erosion through riverbank stabilization.

1. All materials and equipment and facilities placed by Grantee in the Temporary Easement Area shall be owned by and remain the property of Grantee during the period while the Easement remains

in effect.

2. Grantee shall operate in accord with the requirements of the Story County Code of Ordinances, and any applicable State and Federal laws, rules, and regulations.

3. In addition to the easement and easement areas described above, Grantor grants to Grantee a limited right of reasonable ingress and egress over and across Grantor's Property and from the Temporary Easement Area in order to permit Grantee to perform the project, as may be reasonably specified by Grantor from time to time. Methods and means of which shall be subject to Grantor approval.

4. The Easement created by this Agreement shall terminate thirty (30) days after the Project is complete, and in any case the Easement will terminate two years from the execution of this document, unless extended by written agreement of the parties.

5. To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless Grantor from and against any and all third-party claims and demands for damages to property, and for injury or death to persons, including payments made under any workers' compensation law or under any plan for employees' disability and death benefits, and including all reasonable expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the negligent construction or maintenance activities of Grantee related to the construction for which this Easement is granted.

6. Grantor represents and warrants to Grantee that it owns fee simple title to Grantor's Property, including, but not limited to, the Temporary Easement Area, that Grantor's Property is not encumbered by any mortgage or other lien, and that Grantor may execute and deliver this Easement, and grant the easements and other rights described herein, without obtaining the consent or approval of any other party.

7. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of the State of Iowa and all applicable federal laws.

8. This Agreement, including all exhibits, addendums and amendments thereto, contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

9. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed here from and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

This Temporary Construction Easement is executed and delivered by Grantor to Grantee this 2nd day of September, 2022.

[Remainder of page intentionally left blank. Signatures to follow]



GRANTEE:

STORY COUNTY, IOWA

By: [Signature]

Printed Name: Latifah Faisal

Title: Chair of Board of Supervisors

By: [Signature]

Printed Name: LUCY MARTIN

Title: Story County Auditor

STATE OF IOWA

COUNTY OF STORY

On this 13<sup>th</sup> day of September, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared Latifah Faisal and Lucy Martin, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of Story County, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of Story County, Iowa, and that the instrument was signed and sealed on behalf of Story County, Iowa, by authority of its Board of Supervisors, as contained in Ordinance No. \_\_\_\_\_ passed (the Resolution adopted) by the Board of Supervisors, under Roll Call No. \_\_\_\_\_ of the Board of Supervisors on 13<sup>th</sup> day of September, 2022 and Latifah Faisal and Lucy Martin acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of Story County, Iowa, by it voluntarily executed.

[Signature]

Notary Public

Print Name: Michelle L. Bellile

My commission expires: September 11, 2024

STAMP



**EXHIBIT A**

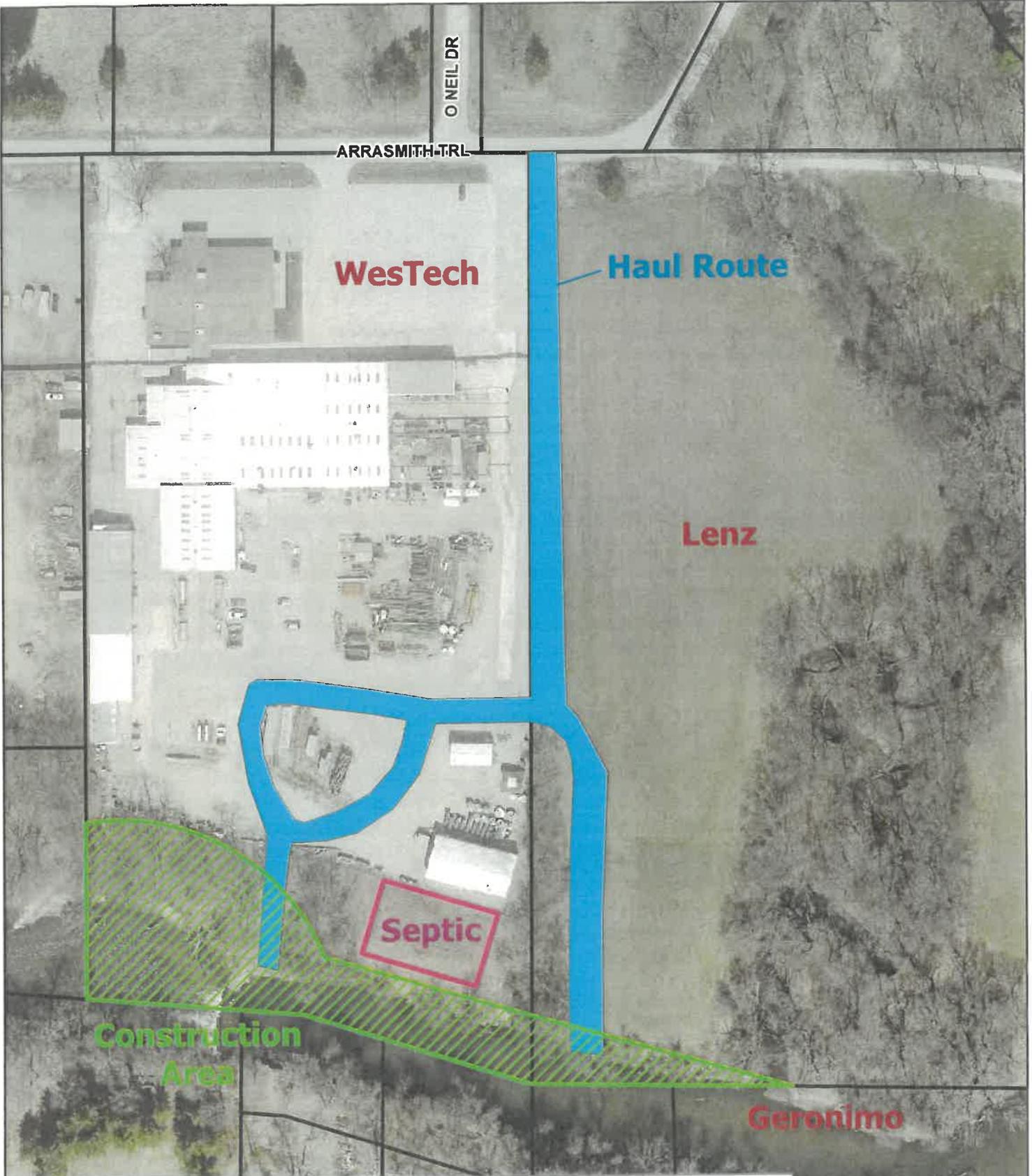
**Grantor's Property Legal Description,**

THE EAST 432 FEET TO ALL THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 84 NORTH, RANGE 24 WEST OF THE 5<sup>TH</sup> P.M., STORY COUNTY, IOWA, LYING NORTH OF THE CENTER LINE OF THE SKUNK RIVER.

**EXHIBIT B**

**Temporary Easement Area and Haul Route**

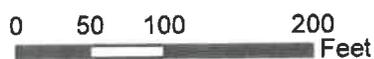
See following map for identification of Temporary Easement Area and Haul Route.



Date Printed: 9/1/2022  
Story County MAPS

### Exhibit B

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





Return to:  
Shelly B/Auditor's Office

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

**Prepared by/Return to:**  
Ethan P. Anderson, 1315 S. B Ave., Nevada, IA 50201, Phone: (515) 382-7255

**Pages:** Ten (10) including this page

**Official Board Action date:** 9/19/22  
**Reference Number:** \_\_\_\_\_

## BUSINESS PROPERTY LEASE

THIS LEASE, made and entered into this 12th day of September, 2022, by and between Story County, Iowa, authorized under the laws of the State of Iowa, ("Landlord"), whose address, for the purpose of this lease, is 900 6th Street, Nevada, Iowa, 50201, and Optimae LifeServices, Inc., an Iowa corporation, ("Tenant"), whose address for the purpose of this lease is 602 East Grand, Des Moines, Iowa, 50309, and whose permanent address is 301 W. Burlington Avenue, Fairfield, IA 52556.

The parties agree as follows.

### 1. PREMISES AND TERM.

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

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

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of July, 2022, and ending on the 30th day of June, 2023, upon the condition that Tenant performs as provided in this lease. The lease may be renewed by the parties for additional one year terms either by signing a new lease or by signing an addendum.

### 2. RENT.

Tenant agrees to pay Landlord as rent **\$5,405 per month** on or before the 1st day of July, 2022, and on or before the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. All rent payments are to be made payable to Story County Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201, and delivered to Story County Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201 or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 5% per annum.

### 3. SECURITY DEPOSIT.

No security deposit is required by Landlord.

### 4. POSSESSION.

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

## 5. USE.

It is the understanding of the parties that the intended use of the properties is for Optimae LifeServices business. Optimae LifeServices shall use the premises only for this purpose.

## 6. CARE AND MAINTENANCE.

Landlord and Tenant agree to the following.

### **Landlord responsibilities:**

- (a) Landlord shall keep the following in good repair: roof, sewer, plumbing, heating, wiring, air conditioning, windows, exterior walls, foundation. Landlord will maintain all outside public areas lawns, sidewalks, driveways and parking areas including snow removal. See paragraph **20**. Landlord shall have reasonable access to the building in all areas at all times in order to inspect, repair, install building mechanical and structural components. **Monthly safety inspections will normally occur on the afternoon shift – 2:00 p.m. to 10:30 p.m. Monday through Friday.** Landlord shall not be liable for failure to make any repairs or replacements or alterations unless Landlord fails to do so within a reasonable period of time after written notice from Tenant.
- (b) Landlord will be responsible to make all changes to its properties to comply with federal, state or municipal code changes at Landlord's expense.

### **Tenant responsibilities:**

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

- (e) Tenant shall make no structural changes or alterations to the building or its contents without the prior written consent of Landlord.
- (f) Tenant shall contact the Landlord immediately upon notice of any of the following:
  - (1) for any ceiling water leak, service water or plumbing leak;
  - (2) for loss of electricity;
  - (3) for loss of heat or air conditioning;
  - (4) broken glass including building light fixtures;
  - (5) doors/windows that do not open/close or lock.
- (g) Notwithstanding anything to the contrary in this paragraph **6**, Tenant shall be responsible for maintaining and repairing any contents that Tenant replaces under paragraph **20** of this lease agreement, and Tenant may repair or maintain such contents without obtaining Landlord's prior written consent.

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

**Facilities Management Emergency Number**

**(515) 460-4901**

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

**Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be requested through Asset Essentials at <https://assetessentials.dudesolutions.com/StoryCountyIA/Home/Index>**

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

Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Mechanic' liens against public property are barred by Iowa Code Section 626.109. Tenant shall not perform any improvement/work to the property or hire contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement/work on the premises without Landlord's prior written consent, which consent shall not be unreasonable withheld. Should Tenant be

approached by solicitors Tenant is to immediately notify Landlord and notify solicitors that only Landlord may authorize and perform improvements.

## **8. UTILITIES AND SERVICES.**

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

## **9. SURRENDER.**

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

## **10. ASSIGNMENT AND SUBLETTING.**

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

## **11. INSURANCE.**

Landlord and Tenant agree to the following.

- (a) **Property insurance.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
- (b) **Liability insurance.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and

\$5,000,000.00 annual aggregate per each of the three building locations. This policy shall include an endorsement listing Story County Iowa as an additional insured. The Tenant will provide a copy of the policy declarations to the Landlord yearly upon request.

## **12. LIABILITY FOR DAMAGE.**

Each party shall be liable to the other for all damage caused to the other's property due to the negligence, reckless or intentional acts caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

## **13. INDEMNITY.**

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

## **14. DAMAGE.**

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

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

Landlord and Tenant agree to the following.

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

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

- (a) Failure to pay rent when due;
- (b) Failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease;

- (c) Abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; and
- (d) Institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

**Notice of default:**

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

**Remedies:**

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

**16. RIGHT TO ADVERTISE.**

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

**17. LEGAL NOTICES AND DEMANDS.**

All legal or other notices and demands required by this agreement to be in

writing shall be delivered to the parties hereto at the addresses designated in this paragraph unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. The address of Landlord is:

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

The address of the Tenant is:

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

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

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

### **19. CERTIFICATION.**

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

### **20. CONTENTS**

Landlord will leave contents on the premises. Contents are defined as "furniture, couches, tables, supplies, chairs, desks, filing and storage cabinets, white boards, folding tables, kitchen equipment, appliances, beds, dressers, end tables, lamps, lockers and any miscellaneous furniture type items that are not permanently affixed." All contents are left on the premises at the discretion of Landlord. Tenant shall be granted ownership of all contents that Landlord left on the premises by executing an Asset Purchase Agreement and Bill of Sale.

**21. ADDITIONAL PROVISIONS.**

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

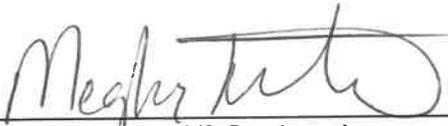
No custodial duties will be provided by Landlord at the residential care facilities.



LANDLORD, Story County Iowa  
Authorized signature  
Latifah Faisal, Chair, Story County Board of Supervisors

9.13.2022

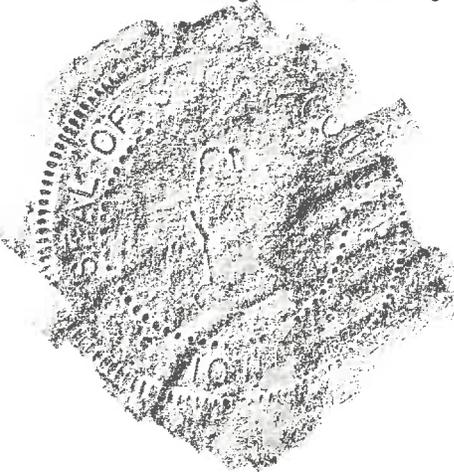
Date



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

8/18/2022

Date



## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as this 14<sup>th</sup> day of September, 2022, is entered into between Story County, Iowa, a government entity (“**Seller**”) and Optima LifeServices, Inc., an Iowa corporation (“**Buyer**”).

WHEREAS, Buyer and Seller entered into a lease agreement, whereby Buyer agreed to lease and Seller agreed to lease real property situated at 3911 Calhoun Ave, Ames, IA 50010;

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to also purchase from Seller, the Purchased Assets (as defined below), subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I PURCHASE AND SALE

**Section 1.01 Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in all of Seller’s assets listed in Exhibit B (the “**Purchased Assets**”), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance (“**Encumbrance**”).

**Section 1.02 No Liabilities.** Buyer shall not assume any liabilities or obligations of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

**Section 1.03 Purchase Price.** The aggregate purchase price for the Purchased Assets shall be \$1.00 (the “**Purchase Price**”). The Buyer shall pay the Purchase Price to Seller upon execution of this agreement in cash.

### ARTICLE II CLOSING

**Section 2.01 Closing.** The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place upon execution of this agreement.

**Section 2.02 Closing Deliverables.** At the Closing, Seller shall deliver to Buyer a bill of sale in the form of Exhibit A attached hereto (the “**Bill of Sale**”) and duly executed by Seller. At the Closing, Buyer shall deliver to Seller the Purchase Price.

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Buyer and Seller represent and warrant that the statements contained in this Article III are true and correct as of the date hereof.

**Section 3.01 Organization and Authority of the Parties; Enforceability.** The Parties are duly organized, validly existing and in good standing under the laws of the state of Iowa. The Parties have full

power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby.

**Section 3.02 No Conflicts; Consents.** The execution, delivery and performance by the Parties of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with any organizational documents of the Parties; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Parties or the Purchased Assets; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which either Party is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. No consent, approval, waiver or authorization is required to be obtained by either Party from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by the Parties of this Agreement and the consummation of the transactions contemplated hereby.

**Section 3.03 Title to Purchased Assets.** Seller owns and has good title to the Purchased Assets, free and clear of all Encumbrances.

#### **ARTICLE IV MISCELLANEOUS**

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses that may be designated by the receiving party from time to time. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. This agreement contains the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations, writings, and understandings relating to the subject matter of this agreement are merged in and are superseded and canceled by, this agreement. This agreement may not be modified or amended except by a writing signed by the parties. This agreement may be signed in any number of counterparts, each of which will be an original with the same effect as if the signatures were upon the same instrument, and it may be signed electronically. Any provision in this agreement that is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction will be ineffective only to the extent of such invalidity, illegality, or unenforceability without affecting in any way the remaining provisions hereof. This agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Any legal suit, action or proceeding arising out of or based upon this Agreement may be instituted in the federal courts of the United States of America or the courts of the state of Iowa in each case located in the City of Ames and the County of Story County and each party irrevocably submits to jurisdiction of such courts. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**Story County, Iowa**

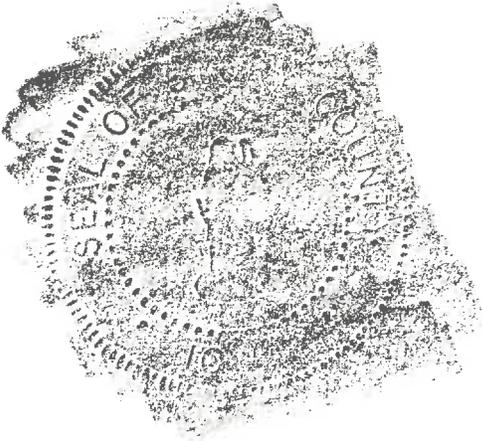
By 

Name: *Latifur Faisal*  
Title: *Chair, Board of Supervisors*

**Optimae LifeServices, Inc.,**

By 

Name: *Meghan Foster*  
Title: *CEO*



**Exhibit A**

**WARRANTY BILL OF SALE**

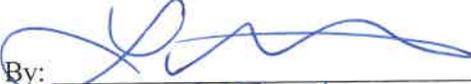
**KNOW ALL MEN BY THESE PRESENTS:** Effective as of this 14<sup>th</sup> day of September, 2022, Story County, Iowa, (the "**Seller**"), in consideration of the performance of that certain Asset Purchase Agreement dated this \_\_\_ day of \_\_\_\_\_, 2022, by and between Seller and Optimae LifeServices, Inc., an Iowa corporation, (the "**Buyer**") (the "**Agreement**"), does hereby sell, assign, transfer, convey, and set over unto Buyer all of the Purchased Assets, to have and to hold the same unto Buyer, its legal representatives, successors, and assigns forever, free and clear of all liens, security interests, claims, and encumbrances.

Seller hereby warrants, represents, and covenants with and to Buyer that: (i) Seller holds good title to the Purchased Assets, and (ii) Seller has good and lawful authority to sell and convey said Purchased Assets as set forth herein and in the Agreement.

The interpretation and construction of this Warranty Bill of Sale is intended to be consistent with the terms of the Agreement. To the extent that the terms of this instrument and the Agreement are unable to be interpreted consistently, the Agreement shall control. Any capitalized terms not defined herein shall have the meanings set forth in the Agreement. This Warranty Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Warranty Bill of Sale delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Warranty Bill of Sale.

**Story County Iowa**

**Optimae LifeServices, Inc.**

By:   
Print: Latifah Faisal  
Title: Chair, Story Co Board of Supervisors

By:   
Print: meghan Rosker  
Title: COO



Exhibit B  
3911 Calhoun Ave, Ames 50010

**Den**

- (1) 3 Drawer Table
- (2) Couches
- (2) End tables
- (2) Lamps
- (1) Television
- (1) Television stand

**Living room**

- (1) Matching set (2 couches and 2 chairs)
- (2) Cloth chairs
- (4) End tables
- (1) Television
- (1) Television console
- (2) Lamps
- Sofa pillows
- (1) Oblong coffee table

**Dining room**

- (1) Dining room table and (6) chairs
- (1) Chest of drawers
- (1) Set of T.V. trays

**Patio**

- (1) Green round metal table
- (1) Picnic table with seats (cream colored)
- (1) Picnic table with seats (cream colored)

**Enclosed porch**

- (1) Table
- (4) Metal chairs
- (2) White plastic chairs

**Staff Offices**

- Desk
- File Cabinets
- Marker & Bulletin boards
- Office chairs

**Entry way**

- Wall mirror
- Bench
- Plant stand

**Bedrooms**

- (8) Chairs
- Beds\*
- (8) Dressers
- (8) Night stands

**Kitchen and pantries**

- (1) Freezer

- (2) Refrigerators
- (1) Range
- (1) Microwave
- (1) Dish Washer

**Laundry**

- (1) Dryer
- (1) Washing Machine

\*Boxsprings, mattresses, and most bed frames belong to Optima



Return to:  
Shelly B/Auditor's Office

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

**Prepared by/Return to:**  
Ethan P. Anderson, 1315 S. B Ave., Nevada, IA 50201, Phone: (515) 382-7255

**Pages:** Ten (10) including this page

**Official Board Action date:** 9/13/22  
**Reference Number:** \_\_\_\_\_

## BUSINESS PROPERTY LEASE

THIS LEASE, made and entered into this 13<sup>th</sup> day of September 2022, by and between Story County, Iowa, authorized under the laws of the State of Iowa, ("Landlord"), whose address, for the purpose of this lease, is 900 6th Street, Nevada, Iowa, 50201, and Optima LifeServices, Inc., an Iowa corporation, ("Tenant"), whose address for the purpose of this lease is 602 East Grand, Des Moines, Iowa, 50309, and whose permanent address is 301 W. Burlington Avenue, Fairfield, IA 52556.

The parties agree as follows.

### 1. PREMISES AND TERM.

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

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

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of July, 2022, and ending on the 30th day of June, 2023, upon the condition that Tenant performs as provided in this lease. The lease may be renewed by the parties for additional one year terms either by signing a new lease or by signing an addendum.

### 2. RENT.

Tenant agrees to pay Landlord as rent **\$5,423 per month** on or before the 1st day of July, 2022, and on or before the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. All rent payments are to be made payable to Story County Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201, and delivered to Story County Iowa, 900 6<sup>th</sup> Street, Nevada, IA 50201 or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 5% per annum.

### 3. SECURITY DEPOSIT.

No security deposit is required by Landlord.

### 4. POSSESSION.

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

## **5. USE.**

It is the understanding of the parties that the intended use of the properties is for Optimae LifeServices business. Optimae LifeServices shall use the premises only for this purpose.

## **6. CARE AND MAINTENANCE.**

Landlord and Tenant agree to the following.

### **Landlord responsibilities:**

- (a) Landlord shall keep the following in good repair: roof, sewer, plumbing, heating, wiring, air conditioning, windows, exterior walls, foundation. Landlord will maintain all outside public areas lawns, sidewalks, driveways and parking areas including snow removal. See paragraph **20**. Landlord shall have reasonable access to the building in all areas at all times in order to inspect, repair, install building mechanical and structural components. **Monthly safety inspections will normally occur on the afternoon shift – 2:00 p.m. to 10:30 p.m. Monday through Friday.** Landlord shall not be liable for failure to make any repairs or replacements or alterations unless Landlord fails to do so within a reasonable period of time after written notice from Tenant.
- (b) Landlord will be responsible to make all changes to its properties to comply with federal, state or municipal code changes at Landlord's expense.

### **Tenant responsibilities:**

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

- (e) Tenant shall make no structural changes or alterations to the building or its contents without the prior written consent of Landlord.
- (f) Tenant shall contact the Landlord immediately upon notice of any of the following:
  - (1) for any ceiling water leak, service water or plumbing leak;
  - (2) for loss of electricity;
  - (3) for loss of heat or air conditioning;
  - (4) broken glass including building light fixtures;
  - (5) doors/windows that do not open/close or lock.
- (g) Notwithstanding anything to the contrary in this paragraph **6**, Tenant shall be responsible for maintaining and repairing any contents that Tenant replaces under paragraph **20** of this lease agreement, and Tenant may repair or maintain such contents without obtaining Landlord's prior written consent.

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

**Facilities Management Emergency Number**

**(515) 460-4901**

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

**Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be requested through Asset Essentials at <https://assetessentials.dudesolutions.com/StoryCountyIA/Home/Index>**

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

Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Mechanic' liens against public property are barred by Iowa Code Section 626.109. Tenant shall not perform any improvement/work to the property or hire contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement/work on the premises without Landlord's prior written consent, which consent shall not be unreasonable withheld. Should Tenant be

approached by solicitors Tenant is to immediately notify Landlord and notify solicitors that only Landlord may authorize and perform improvements.

## **8. UTILITIES AND SERVICES.**

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

## **9. SURRENDER.**

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

## **10. ASSIGNMENT AND SUBLETTING.**

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

## **11. INSURANCE.**

Landlord and Tenant agree to the following.

- (a) **Property insurance.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
- (b) **Liability insurance.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and

\$5,000,000.00 annual aggregate per each of the three building locations. This policy shall include an endorsement listing Story County Iowa as an additional insured. The Tenant will provide a copy of the policy declarations to the Landlord yearly upon request.

## **12. LIABILITY FOR DAMAGE.**

Each party shall be liable to the other for all damage caused to the other's property due to the negligence, reckless or intentional acts caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

## **13. INDEMNITY.**

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

## **14. DAMAGE.**

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

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

Landlord and Tenant agree to the following.

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

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

- (a) Failure to pay rent when due;
- (b) Failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease;

- (c) Abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; and
- (d) Institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

**Notice of default:**

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

**Remedies:**

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

**16. RIGHT TO ADVERTISE.**

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

**17. LEGAL NOTICES AND DEMANDS.**

All legal or other notices and demands required by this agreement to be in

writing shall be delivered to the parties hereto at the addresses designated in this paragraph unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. The address of Landlord is:

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

The address of the Tenant is:

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

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

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

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

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

#### **20. CONTENTS**

Landlord will leave contents on the premises. Contents are defined as "furniture, couches, tables, supplies, chairs, desks, filing and storage cabinets, white boards, folding tables, kitchen equipment, appliances, beds, dressers, end tables, lamps, lockers and any miscellaneous furniture type items that are not permanently affixed." All contents are left on the premises at the discretion of Landlord. Tenant shall be granted ownership of all contents that Landlord left on the premises by executing an Asset Purchase Agreement and Bill of Sale.

**21. ADDITIONAL PROVISIONS.**

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

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



---

LANDLORD, Story County Iowa  
Authorized signature  
Latifah Faisal, Chair, Story County Board of Supervisors

9.13.22

Date

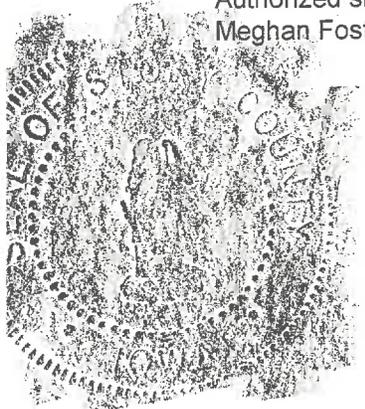


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TENANT, Optimae LifeServices, Inc.  
Authorized signature  
Meghan Foster, Regional Director

8/18/2022

Date



# **Facilities Management Emergency Contact Information**

## **EMERGENCY NUMBER ONLY:**

**(515) 460-4901**

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

**Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be requested through Asset Essentials at <https://assetessentials.dudesolutions.com/StoryCountyIA/Home/Index>**

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

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

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as this 13<sup>th</sup> day of September, 2022, is entered into between Story County, Iowa, a government entity (“**Seller**”) and Optima LifeServices, Inc., an Iowa corporation (“**Buyer**”).

WHEREAS, Buyer and Seller entered into a lease agreement, whereby Buyer agreed to lease and Seller agreed to lease real property situated at 620 Duluth St., Ames, IA 50010;

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to also purchase from Seller, the Purchased Assets (as defined below), subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I PURCHASE AND SALE

**Section 1.01 Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in all of Seller’s assets listed in Exhibit B (the “**Purchased Assets**”), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance (“**Encumbrance**”).

**Section 1.02 No Liabilities.** Buyer shall not assume any liabilities or obligations of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

**Section 1.03 Purchase Price.** The aggregate purchase price for the Purchased Assets shall be \$1.00 (the “**Purchase Price**”). The Buyer shall pay the Purchase Price to Seller upon execution of this agreement in cash.

### ARTICLE II CLOSING

**Section 2.01 Closing.** The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place upon execution of this agreement.

**Section 2.02 Closing Deliverables.** At the Closing, Seller shall deliver to Buyer a bill of sale in the form of Exhibit A attached hereto (the “**Bill of Sale**”) and duly executed by Seller. At the Closing, Buyer shall deliver to Seller the Purchase Price.

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Buyer and Seller represent and warrant that the statements contained in this Article III are true and correct as of the date hereof.

**Section 3.01 Organization and Authority of the Parties; Enforceability.** The Parties are duly organized, validly existing and in good standing under the laws of the state of Iowa. The Parties have full

power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby.

**Section 3.02 No Conflicts; Consents.** The execution, delivery and performance by the Parties of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with any organizational documents of the Parties; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Parties or the Purchased Assets; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which either Party is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. No consent, approval, waiver or authorization is required to be obtained by either Party from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by the Parties of this Agreement and the consummation of the transactions contemplated hereby.

**Section 3.03 Title to Purchased Assets.** Seller owns and has good title to the Purchased Assets, free and clear of all Encumbrances.

#### **ARTICLE IV MISCELLANEOUS**

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses that may be designated by the receiving party from time to time. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. This agreement contains the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations, writings, and understandings relating to the subject matter of this agreement are merged in and are superseded and canceled by, this agreement. This agreement may not be modified or amended except by a writing signed by the parties. This agreement may be signed in any number of counterparts, each of which will be an original with the same effect as if the signatures were upon the same instrument, and it may be signed electronically. Any provision in this agreement that is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction will be ineffective only to the extent of such invalidity, illegality, or unenforceability without affecting in any way the remaining provisions hereof. This agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Any legal suit, action or proceeding arising out of or based upon this Agreement may be instituted in the federal courts of the United States of America or the courts of the state of Iowa in each case located in the City of Ames and the County of Story County and each party irrevocably submits to jurisdiction of such courts. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**Story County, Iowa**

By 

Name: Latifah Faisal  
Title: Chair, Story Co. Board of Supervisors

**Optima LifeServices, Inc.,**

By 

Name: Meghan Foster  
Title: COO

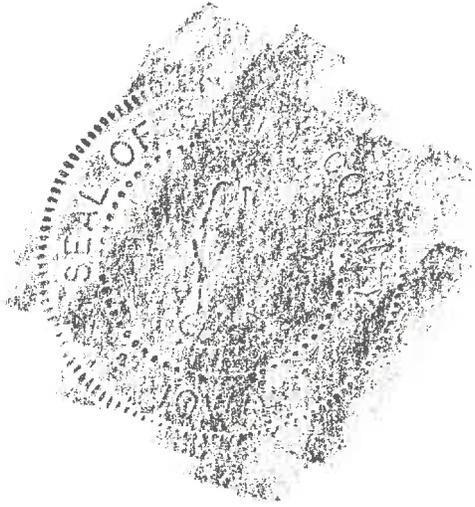


Exhibit A

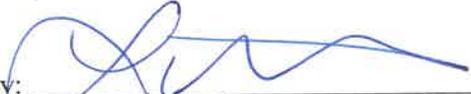
WARRANTY BILL OF SALE

**KNOW ALL MEN BY THESE PRESENTS:** Effective as of this 14<sup>th</sup> day of September, 2022, Story County, Iowa, (the "**Seller**"), in consideration of the performance of that certain Asset Purchase Agreement dated this \_\_\_ day of \_\_\_\_\_, 2022, by and between Seller and Optimae LifeServices, Inc., an Iowa corporation, (the "**Buyer**") (the "**Agreement**"), does hereby sell, assign, transfer, convey, and set over unto Buyer all of the Purchased Assets, to have and to hold the same unto Buyer, its legal representatives, successors, and assigns forever, free and clear of all liens, security interests, claims, and encumbrances.

Seller hereby warrants, represents, and covenants with and to Buyer that: (i) Seller holds good title to the Purchased Assets, and (ii) Seller has good and lawful authority to sell and convey said Purchased Assets as set forth herein and in the Agreement.

The interpretation and construction of this Warranty Bill of Sale is intended to be consistent with the terms of the Agreement. To the extent that the terms of this instrument and the Agreement are unable to be interpreted consistently, the Agreement shall control. Any capitalized terms not defined herein shall have the meanings set forth in the Agreement. This Warranty Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Warranty Bill of Sale delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Warranty Bill of Sale.

Story County Iowa

By:   
Print: Lutfah Faisal  
Title: Chair, Story Co. Board of Supervisors

Optimae LifeServices, Inc.

By:   
Print: Mcghan Fester  
Title: CEO

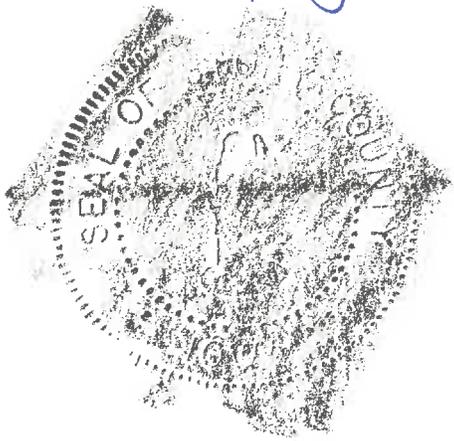


Exhibit B  
620 Duluth St., Ames 50010

**Den**

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- (2) Couches
- (2) End tables
- (2) Lamps
- (1) Television
- (1) Television stand

**Living room**

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- Desk
- File Cabinets
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**Kitchen and pantries**

- (1) Freezer

- (2) Refrigerators
- (1) Range
- (1) Microwave
- (1) Dish Washer

**Laundry**

- (1) Dryer
- (1) Washing Machine

\*Boxsprings, mattresses, and most bed frames belong to Optimae

Closure No. 23-14

Date September 6, 2022

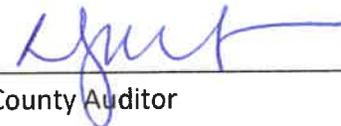
## Resolution

### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 33 Collins Twp on

335th St is closed at the bridge between US Highway 65 and 710th Street

  
Chair, 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 THE BOARD

Yea 3 Nay 0 Absent 0

  
CHAIRPERSON

Above tabulation made by 

1-00

Permit Number 23-1553

STORY COUNTY UTILITY PERMIT

Date 9/1/22

To the Board of Supervisors, Story County, Iowa:  
KENIA RURAL

The WATER DISTRICT Company, incorporated under the laws of IOWA  
authorize to do business within the State of Iowa, with its principal place of business at 23998  
141st ST, Bouton IA 50039, does hereby make application requesting  
permission to occupy certain portions of public right-of-way and that the County Engineer be  
directed to establish the location of lines of transmission of potable water on secondary route

To provide water service per attached map(s).

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.

#122143 - 2398

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 9/01/2022

XENIA RURAL WATER DISTRICT

Name of Company (Applicant - Permittee)

Roan Ober (515) 676-2117  
by Phone no.

Recommended for Approval:

Date 9-1-22

James Moran 515-382-7355  
Asst. County Engineer Phone no.

Approved:

Date 9.13.22

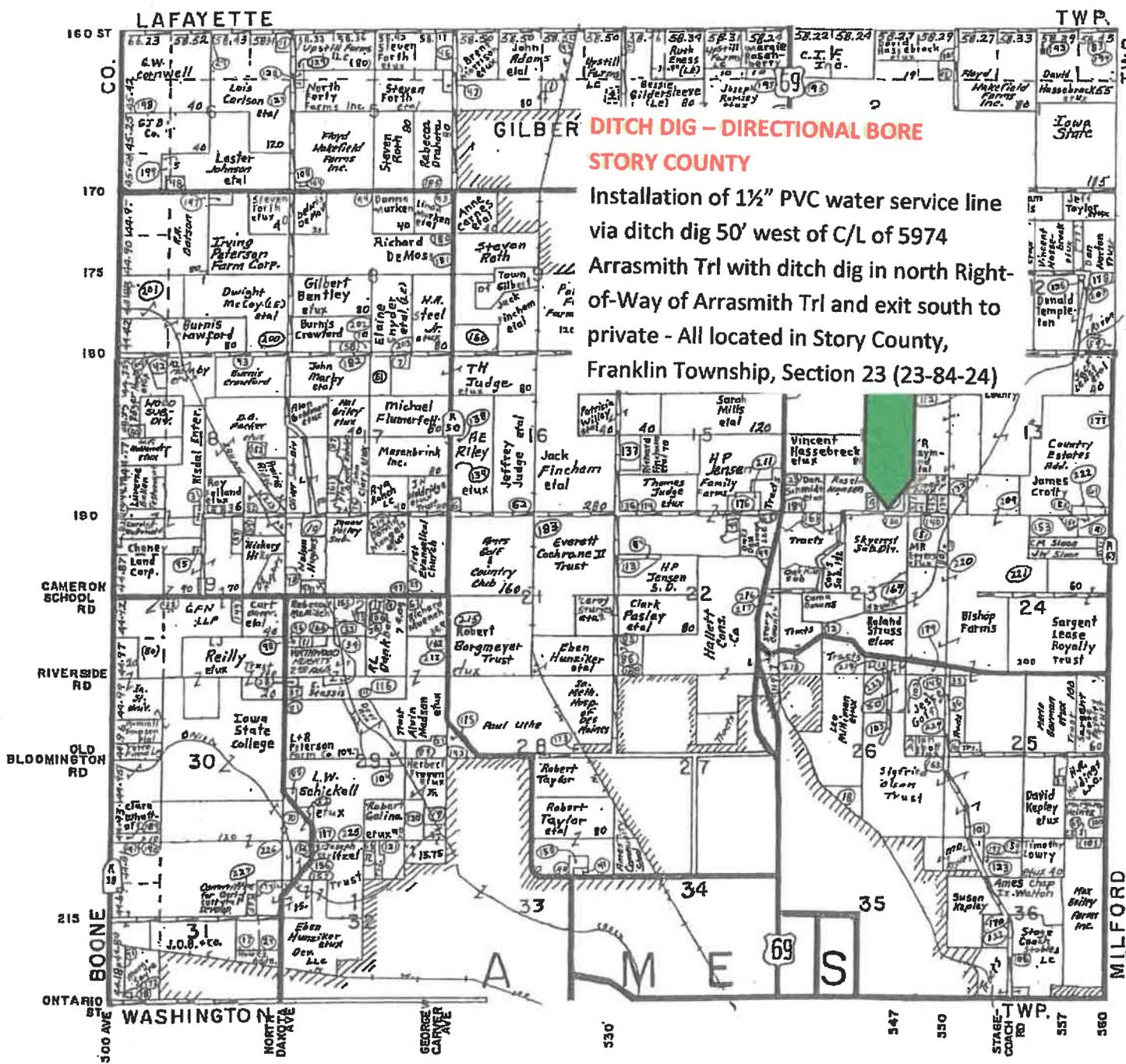
[Signature]  
Chair, Board of Supervisors  
Story County, Iowa

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



**DITCH DIG - DIRECTIONAL BORE  
STORY COUNTY**  
 Installation of 1½" PVC water service line  
 via ditch dig 50' west of C/L of 5974  
 Arrasmith Trl with ditch dig in north Right-  
 of-Way of Arrasmith Trl and exit south to  
 private - All located in Story County,  
 Franklin Township, Section 23 (23-84-24)

T84N FRANKLIN R24N



**DITCH DIG - DIRECTIONAL BORE**  
**STORY COUNTY**  
Installation of 1½" PVC water service line via ditch dig 50' west of C/L of 5974 Arrasmith Trl with ditch dig in north Right-of-Way of Arrasmith Trl and exit south to private - All located in Story County, Franklin Township, Section 23 (23-84-24)



w/ revisions  
**APPROVED**

**DENIED**

Board Member Initials: JK

Meeting Date: 9.13.22

## Memorandum

Follow-up action: PrD Director will make

the revisions and place letter on

consent agenda next week

**DATE:** September 13, 2022  
**TO:** Story County Board of Supervisors  
**FROM:** Amelia Schoeneman, Story County Planning and Development Director  
**RE:** Discussion and Consideration of Public Comments on the Draft Ames Urban Fringe Plan and Changes to Consider in a Final Draft

### Background

The Ames Urban Fringe Plan (AUFPP) is a cooperative planning effort between the City of Ames, City of Gilbert, and Story County. It provides policies for understanding and predicting future land uses within two miles outside the boundary of the City of Ames. The cooperators are currently working on an update and renewal to the Plan.

At their August 3, 2022, meeting, the Story County Planning and Zoning Commission recommended several changes to the Ames Urban Fringe Plan based on public comments received. Appendix A includes a discussion of the main themes covered by the public comments that the Commission considered. All comments received during the public comment period and the draft Plan are also available on the agenda center.

**The Commission's recommendations are as follows.** Those bolded are further discussed in this memo and are those for which staff has developed alternatives for the Board's consideration.

- **Remove the Urban Reserve Overlay from the areas south of Highway 30 and the areas east of Interstate 35.**
- Extend the Urban Growth area adjacent to Gilbert a half mile north of 170<sup>th</sup> to match their Comprehensive Plan.
- Add a policy that the annexation of properties in the Urban Reserve Overlay should be weighed against the Urban Growth areas' development, planned infrastructure investments in the areas, and their viability.
- Add a policy that the County is not agreeing to the annexation of the Urban Reserve Overlay or Urban Growth areas through the adoption of the Plan and shall review all annexation requests at the time of a request and determine to support, or not support, an annexation.
- **Designate the Champlin Farms property west of Meadow Glen as Agriculture and Farm Service and Meadow Glen as Rural Residential – Existing.**
- Review policies in the Ames Urban Fringe Plan for Environmentally Sensitive area protections and how they may apply to development in city limits. For example, a policy on how the County reviews and makes recommendations on annexations with environmentally sensitive areas.
- **Remove from the Plan the strategy to limit certain conditional uses through an amendment to the County's Land Development Regulations.**
- Simplify the policy for divisions reducing lot sizes in the Agriculture and Farm Service designation and adopting the same policy in the Urban Reserve Overlay as follows:

*Divisions for the creation of new development lots are not permitted. Parcels with existing dwellings or parcels on which a dwelling may be constructed ~~35 net acres or greater in size~~ may be divided once for the purpose of reducing their size ~~constructing a dwelling on a parcel between~~ to a minimum of one and a maximum five net acres, if permitted by County zoning requirements (e.g., through farmstead, LESA, or residential parcel subdivision exceptions). The remaining land shall not be considered buildable for a dwelling and be preserved as an outlot, through a deed, or by other restriction.*

- Add an additional implementation strategy for the County to consider allowing Accessory Dwelling Units, or second dwellings.
- Remove the limitation on the amount of land (40 acres) that can be requested to be amended to Rural Residential – Expansion through an individual Land Use Framework Map Amendment request.
- Remove the restriction on the number of times per year the cooperators hear Land Use Framework Map amendment requests and clarify the process to request an amendment to the Rural Residential—Expansion designation for properties in the Urban Reserve Overlay.
- **Remove the reference to the number of new lots in the Rural Residential—Expansion designation needed during the life of the plan (60 over the next 20 years).**
- Remove parcels from the Plan that are outside of Ames’ two-mile review area.
- Allow the reconfiguration or division of land in the Agriculture and Farm Service Designation and Urban Reserve Overlay for commercial or conditional uses. No new development lots could be created for additional commercial or conditional uses. In the Urban Reserve Overlay, the applicable city would have joint review authority over these divisions to ensure compatibility with future city growth.

A matrix comparing the major aspects of the draft Plan, the current Plan, recommended changes, and if there was no adopted Plan is included in Appendix B.

The next step after the Commission’s recommendation is for the Board of Supervisors to send a letter to the other cooperators outlining changes they would like to see in the final draft. A draft letter illustrating the changes that could be requested is included in Appendix C. The recommended changes not further discussed in this memo are further elaborated on in the letter. There are two versions of the letter in the appendix—one with the Commission’s recommendations and a version with changes, as recommended by staff. The differences in the letters are highlighted.

**The Board may:**

- Act to direct staff to send the letter in Appendix C outlining the Commission’s recommendations to the other cooperators
- Act to direct staff to send the letter in Appendix C outlining the Commission’s recommendations, as modified by staff, to the other cooperators
- Act to direct staff to send the letter in Appendix C outlining other recommended changes developed by the Board to the other cooperators
- Remand the letter in Appendix C to staff for additional information and/or to make specific changes prior to placing it on a subsequent Board agenda for action

## Discussion of Planning and Zoning Commission Recommendations and Alternatives Recommended by Staff

### Conditional Uses

**Planning and Zoning Commission Recommendation:** Remove the Plan strategy to limit certain conditional uses through an amendment to the County's Land Development Regulations.

**Staff Recommended Alternative:** This recommendation could be further nuanced as follows:

Remove the Plan strategy to limit certain conditional uses through an amendment to the County's Land Development Regulations and add a policy that conditional use permit applications within Urban Growth or Urban Reserve Overlays are routed to the applicable city for review and comment. Cities may recommend conditions on the permit to address any concerns.

Alternatively, the Board could request the other cooperators re-review and further limit the list of conditional uses proposed to be restricted and to provide rationale for each for further discussion and the Board's consideration. Staff would also recommend introducing a conditional use permit to allow the expansion or reconstruction of a nonconforming use, specifically for those uses impacted by this change in the Land Development Regulations.

**Rationale:** Notification of cities within two miles of a proposed conditional use is required under the County's current Land Development Regulations. However, a policy covering review procedures could help allay the other cooperators' concerns that initially drove this Plan strategy to be proposed. It would also assist County staff in having a procedure should cities raise concerns with a proposal.

By maintaining the strategy with some limited conditional uses, the other cooperators may be more willing to reconsider the policies for annexation in the Urban Reserve Overlay. The other cooperators could present a reduced list of conditional uses to be limited and the rationale for each to the Board for their consideration.

### Urban Reserve Overlay

**Planning and Zoning Commission Recommendation:** Remove the Urban Reserve Overlay from the areas south of Highway 30 and the areas east of Interstate 35.

**Staff Recommended Alternative:** Maintain the current extent of the Urban Reserve Overlay in the draft Plan and add a policy that annexation of the area is not permitted during the life of the Plan.

Alternatively, the Board could request the other cooperators re-review and further limit either the area mapped as such or the annexable areas within the Urban Reserve Overlay and provide any proposed changes, along with rationale, to the Board for further discussion and their consideration. The Board may ask the cooperators to reassess specific areas, however, staff would discourage such a broad area from being requested to be removed as the area recommended by the Commission.

**Rationale:** Staff did not feel the Commission had adequate information to make recommendations on specific areas to be removed. Staff had recommended that if this was the Commission’s preference, to instruct staff to develop a more systematic approach to assessing each Urban Reserve Overlay area based on a set of standards or conditions and further work with the other cooperators to understand their capacity to serve each area and planning that went into their designation. Staff notes that the Urban Reserve shown in the draft Plan is the same as what was adopted in Ames’ Plan 2040.

The Commission indicated that they felt the most valuable agricultural lands were located to the east and south of the City of Ames. Figure 1 is a map of properties in the Ames Urban Fringe planning area by Corn Suitability Rating (CSR). A CSR score is a rating of productivity on a 0-100 point scale based on soil types and characteristics. The CSR scores shown in Figure 1 are on a curve based on soil types found in Story County. Figure 1 illustrates that there is high value farmland in most areas not near rivers and streams.

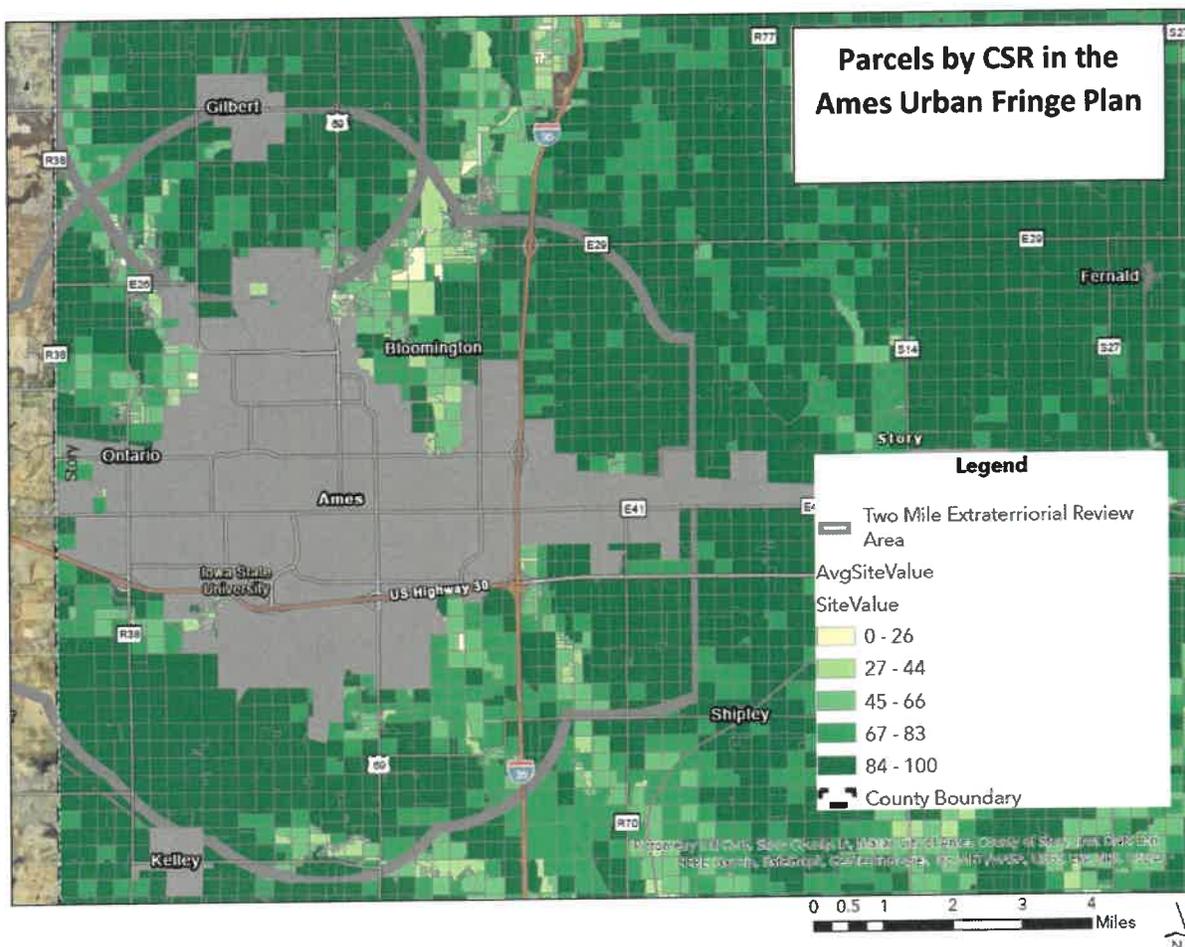


Figure 1 Parcels in the Ames Urban Fringe by CSR Rating

The Commission also felt that their recommendation to remove the Urban Reserve overlay south of Highway 30 and east of Interstate 35 would drive growth north (between 180<sup>th</sup> and 190<sup>th</sup>) where there is the most development interest and where both Ames and Gilbert have shown interest in annexation.

Besides restrictions on conditional use permits and the ability to annex, there is little difference between the Agriculture and Farm Service Designation and Urban Reserve Overlay. Table 1 compares the two designations.

If changes are requested to the limits on the conditional uses and ability to annex the Urban Reserve, the main difference between the two designations is the limitation on rural residential subdivisions in the Urban Reserve Overlay. The process to request an amendment to the Rural Residential—Expansion area is simpler in the Agriculture and Farm Service designation.

Without the Urban Reserve Overlay, the areas closer to cities are more likely to meet the proposed standards for rural residential subdivisions (being on paved roads, clustered with existing development, etc.) and have lower Land Evaluation and Site Assessment (LESA) scores that would facilitate a Plan amendment and rezoning to allow a rural residential subdivision.

When the areas where city infrastructure could be feasibly extended are instead developed with rural residential subdivisions, it may cause development to leapfrog (e.g. move past the Urban Growth areas and develop prior to those areas). Long-term, this may cause areas otherwise intended for agricultural preservation to be developed. This is why transitional residential developments were not proposed to be allowed in the draft Plan as indicated in the Board of Supervisors January 11, 2022, letter outlining priorities for the Plan update. This policy is similar to the policies in the County's C2C Comprehensive Plan for Urban Expansion Areas (areas identified by cities for future growth), where annexation is encouraged prior to their development.

If the Urban Reserve areas are removed as proposed by the Planning and Zoning Commission, staff will likely need to revamp the Rural Residential—Expansion designation to map appropriate locations for this type of development to avoid siting rural residential developments near city boundaries and limit the amount of land that may be developed in this manner.

Even if there was no difference between the Agriculture and Farm Service Designation and Urban Reserve Overlay designations, there is still value in having a mapped Urban Reserve area. These areas could be suitable for city growth with certain infrastructure extensions. Simply having an overlay provides transparency about this possibility.

It also would serve as a tool for County staff in making appropriate land use recommendations. When a conditional use permit or rezoning is proposed, staff looks at the adopted future land use plan for an area to determine if a use will be compatible. It helps inform applicants in choosing a location to site a certain use. If Ames' long-term plans are to expand into these areas, and the Ames Urban Fringe Plan does not reflect that, it could create future land use conflicts.

Table 1: Comparison of Urban Reserve Overlay and Agriculture and Farm Service

	Urban Reserve Overlay	Agriculture and Farm Service
<b>Annexations</b>	Allowed if policies met, unless otherwise recommended to be disallowed	Not permitted
<b>Reduction in lot size for dwellings</b>	Yes, with PZC's recommended changes	Yes
<b>Conditional Use Permits</b>	No limitations proposed with PZC's recommended changes	No limitations proposed
<b>Compatible zoning districts if rezonings are requested</b>	A-1 Agricultural	A-1 Agricultural and A-2 Agribusiness (exception of manufacturing uses)
<b>Creation of additional lots for dwellings</b>	Amendment to Rural Residential – Expansion with additional amendment request to remove the Urban Reserve Overlay	Amendment to Rural Residential – Expansion

#### Champlin Farms and Meadow Glen Areas

**Planning and Zoning Commission Recommendation:** Designating the Champlin Farms property west of Meadow Glen as Agriculture and Farm Service and Meadow Glen as Rural Residential – Existing (the areas are mapped as Urban Growth in the draft Plan).

**Staff Recommended Alternative:** The Board of Supervisors could request to map the Champlin property in the Urban Reserve Overlay, but not as annexable, or clarify that by requesting to map the property as Agriculture and Farm Service, the County is not indicating that a rural residential use is appropriate.

**Rationale:** By requesting it be mapped as Agriculture and Farm Service as recommended by the Commission, the County could also be signaling that we believe a rural residential subdivision is more appropriate to develop the property. A preference for rural residential development of the property (e.g. rural residential subdivision) was a theme from the public comments. The property is zoned A-R Agricultural Residential, which allows one acre lot sizes. If a fringe plan amendment to the Rural Residential – Expansion area were approved, a subdivision plat may be submitted to develop the property for a rural residential use. The Champlin property will likely meet the standards to allow an amendment to the Rural Residential—Expansion area. The other cooperators would also need to consent to the amendment.

Mapping the Champlin property as Urban Reserve would better prevent a rural residential subdivision and the conflict that would present with the available city infrastructure. If the Urban Reserve were amended so that annexation of the area was not anticipated within the life of the Plan, it may also address public comments and the Commission's concerns about the property developing and Meadow Glen being annexed.

## Rural Residential – Expansion Designation

**Planning and Zoning Commission Recommendation:** Removing the reference to the number of new lots in the Rural Residential—Expansion designation needed (60 over the next 20 years).

**Staff Recommended Alternative:** The Board of Supervisors could not accept this recommendation.

**Rationale:** The majority of housing and population growth in the unincorporated areas occurs in the Ames Urban Fringe planning area and, specifically, in rural subdivisions. While the proposed Plan provides more flexibility for acreages (parcels of land with an individual dwelling/house site, not part of a larger development), it purposefully included a limited target for the number of new rural subdivision lots.

How the target of 60 lots over the next 20 years was developed is outlined in Appendix D. The limit was informed by planning and other trends, as well as the county's comprehensive needs for housing based on the Story County Housing Study. The housing study presents several trends and other issues related to housing in rural subdivisions, as follows:

- The larger lot sizes allowed for housing in the unincorporated area are more costly. They do not match the need for affordable, entry-level housing. Following the housing study, 237 high-market (over \$350,000) owner-occupied units are needed by 2040 county-wide, including inside of cities. 752 owner-occupied units are needed between \$125,000 and \$250,000.
- The housing study states in several strategies that housing on lots over 12,000 square feet is not to be targeted by certain policies or incentives for development. This lot size is prohibitive for constructing a dwelling under \$250,000. The minimum lot size in the unincorporated area is typically one acre (43,560 square feet).
- Due to demographic trends, there will be less demand for rural housing as residents age and move to where they have access to services.
- Larger lots take up more land area. They are less efficient in terms of density than housing developed inside of cities.
- They present issues for city growth and annexation. Due to larger lot sizes, they are more difficult and less efficient to serve with utilities.

From a sustainability perspective, rural subdivisions also pose issues. They are further from schools, commercial centers, and other services. Residents rely on personal vehicles for transportation and their location requires more vehicle miles to be traveled.

On-site wastewater (septic) systems, wells, and private roads present long-term maintenance and upkeep issues for residents.

Finally, rural subdivisions could be viewed as out of character with the rural area and more suburban in nature. This is especially a concern in the Ames Urban Fringe Plan planning area where there is a high density of rural subdivisions.

While there is demand for rural subdivisions, especially in the fringe area, the draft Ames Urban Fringe Plan does not need to incentivize or target this form of housing. The policies of the Rural Residential – Expansion area are modeled on the County’s C2C Comprehensive Plan. The C2C Plan’s policies for rural residential development include that new developments should be sited on a case-by-case basis when minimum levels of service are met (e.g. on a paved road, clustered with existing development). These are in addition to the policies in the C2C Plan that encourage annexation of areas that may be served with city infrastructure prior to development.

## Appendix A – Public Comment Period and Main Themes of the Public Comments

A draft of the Ames Urban Fringe Plan was made available for public review and comment on May 17, 2022. The public comment period occurred through June 14, 2022. A general comment form, as well as an interactive map where comments could be made, were available on the Story County Planning and Development Department's website. Three public meetings were also held. A public presentation of the Plan was given on May 23, 2022, at the Ames Public Library and comments were received in a public hearing format. Two open house meetings were also held where County and City staff was available to answer individuals' questions. The open house meetings were held at Gilbert City Hall and Oakwood Church on May 26, 2022, and June 7, 2022, respectively. Over 150 participants attended the meetings. Almost 100 map comments and 25 form submissions during the month-long comment period were received along with phone calls and emails.

### **Main Theme: Inclusion of the Area Southwest of Ames, including Iowa State University-Owned Land, and the Area Between 180<sup>th</sup> and 190<sup>th</sup> Streets (North of Ames and South of Gilbert) in the Urban Reserve Overlay and, Generally, the Amount of Land Included in the Urban Reserve Overlay**

Comments regarding the Urban Reserve focused on why southwest Ames was proposed to be designated as such. This area is circled in Figure 2. The hatched area is the Urban Reserve Overlay and the light purple color is Iowa State University-owned land.

Other comments were specific to the area between 180<sup>th</sup> and 190<sup>th</sup> Streets, north of Ames and south of Gilbert. All public comments regarding the area indicated that they did not want any additional development in the area and that it should be preserved as open space or agricultural land. Figure 3 is a map of this area.

These areas were included as with certain infrastructure extensions, they could be suitable for city growth. Through Ames' Plan 2040 and other planning efforts, these areas have been studied to determine what infrastructure investments would be necessary to support city growth. The Urban Reserve designation also provides transparency about this planning.

Additional comments received were that too large of an area was identified as Urban Reserve and causing property owners to be concerned about being annexed in the short-term.

Because annexation changes the taxing entity from the township to the annexing city, there were concerns related to the impact on rural fire districts' budgets if the large amounts of land shown as Urban Reserve were annexed.

### **Main Theme: Inclusion of the Champlin Farms and Meadow Glen Properties in the Urban Growth Areas**

The Meadow Glen Area is a rural residential area along Meadow Glen Road and off State Avenue south of Ames. A map of this area is included in Figure 4. Meadow Glen is shown as Urban Growth, which allows annexation, in both the current and the draft Plan. This is because if the Champlin property to the west were to be annexed, the area along State Avenue, Meadow Glen Road, and Dartmoor Road between the Champlin property and the city could be considered an island of unincorporated land if it weren't also annexed. The creation of islands is prohibited by state code (§ 368.7) as they present issues

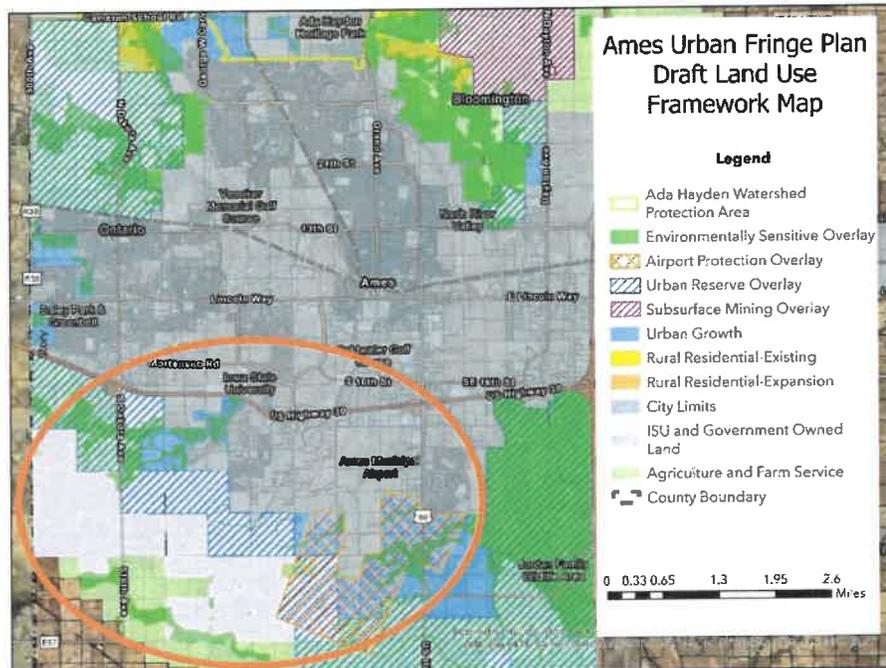


Figure 2 AUFPP Draft Land Use Framework Map with ISU-Owned Land

**Ames Urban Fringe Plan Draft Land Use Framework Map**

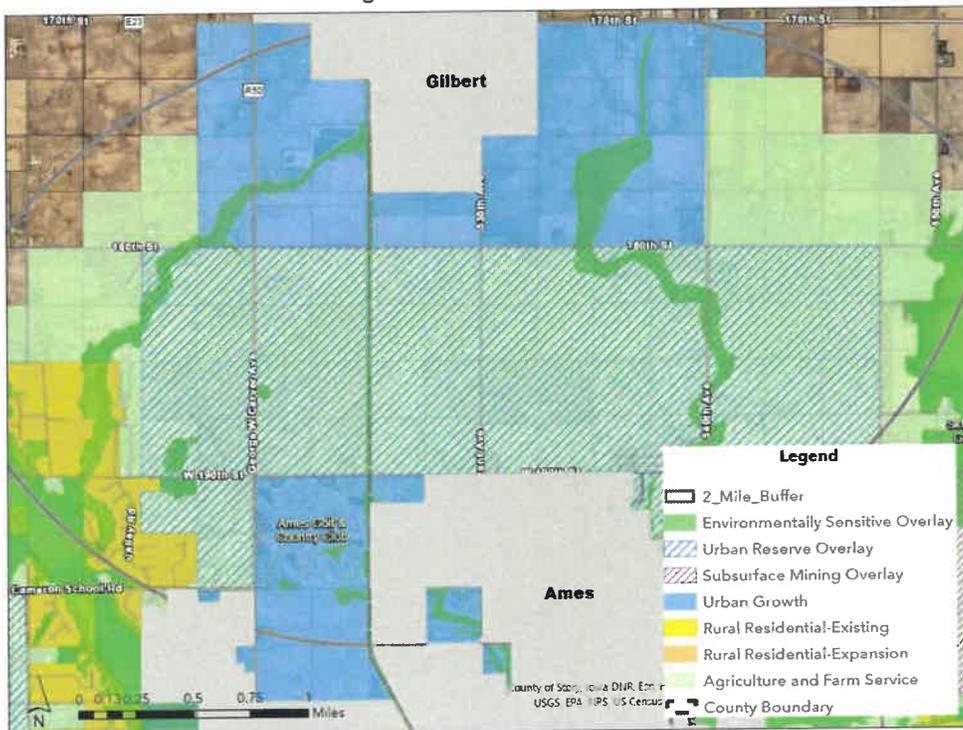


Figure 2 AUFPP Draft Land Use Framework Map for Area North of Ames

for the provision of services and for the maintenance of roads and other infrastructure. Champlin Farms is a 137-acre property made up of three parcels southwest of Ames. It is adjacent to the city and has water and sewer connections available to serve the property.

The majority of the comments received asked that Meadow Glen not be mapped in a designation that allows annexation as residents do not want to be annexed. Comments also included that the Champlin Farms property should not be mapped as an Urban Growth area as it would be inappropriate for city development due to the natural resources on the site (a tributary to Worle Creek). Comments also included that rural residential development would be appropriate for the property.

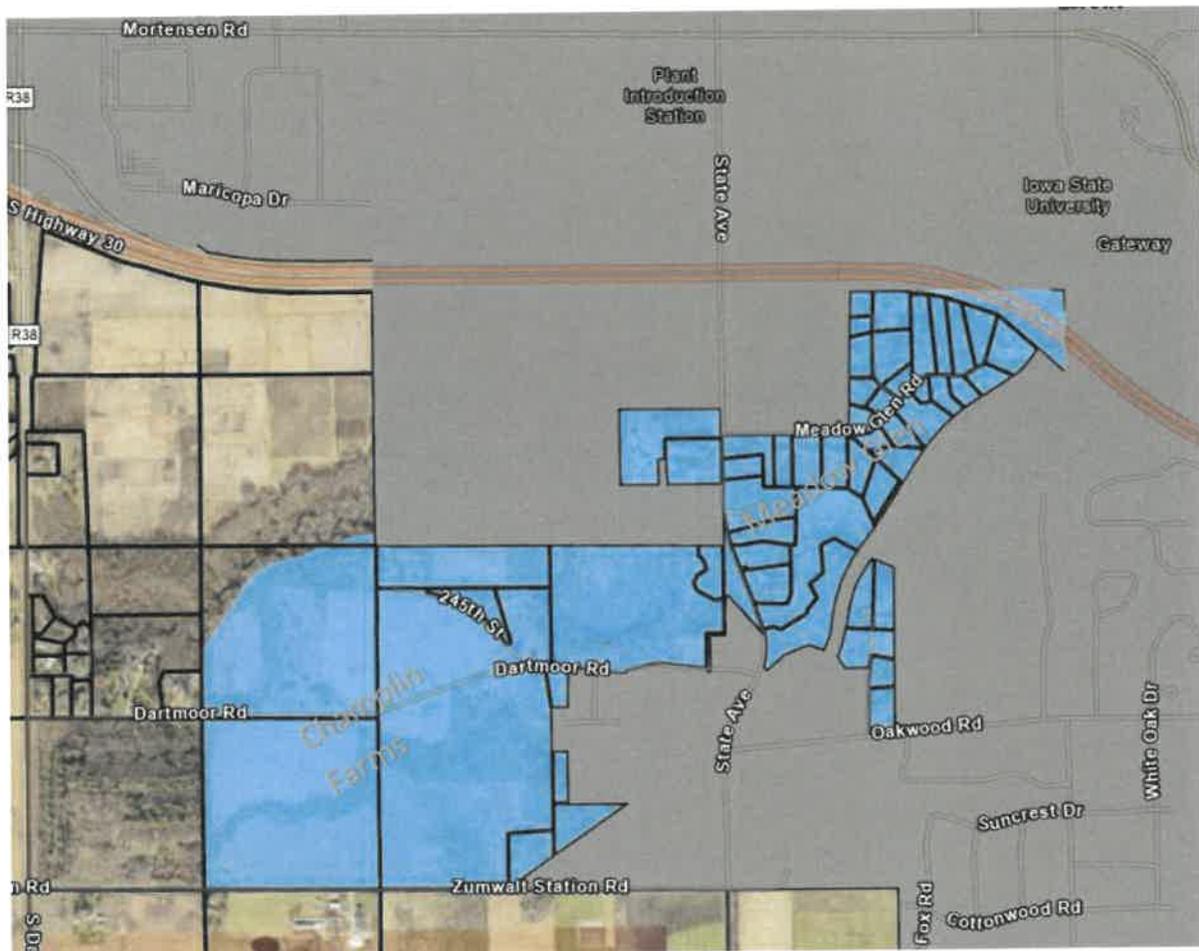


Figure 4 Map of Areas Known as Champlin Farms and Meadow Glen

### **Main Theme: Proposed Limitations on Certain Conditional Uses in the Urban Growth and Urban Reserve Overlay Designations**

A strategy in the draft Plan is to amend the County's zoning code to limit certain conditional uses in the Urban Reserve and Urban Growth areas that may not be able to integrate with future city development or could impede efficient city growth. This would occur after the adoption of the Ames Urban Fringe Plan. The uses proposed to be limited include:

- Adult Uses

- Agricultural Lime Storage and Processing Operations
- Bed and Breakfasts
- Campground/RV Park
- Commercial Wind Energy Conversion Systems
- Drag Strips and Other Similar Courses or Tracks
- Indoor Recreational Facilities
- Landfills
- Lodges and Fraternal Organizations
- Power Plants and Substations
- Salvage Yards
- Shooting Ranges
- Solar Energy Conversion Systems
- Surface Mineral Extraction and Processing
- Yard Waste Composting

Existing conditional uses that were no longer able to be permitted would be considered legal nonconforming uses—they could continue their operations but there would be limitations on expansions and, if a building were destroyed, the use may not be permitted to be reestablished without a rezoning. Transferring real estate with a nonconforming use to a different owner is allowed and does not impact a nonconforming use’s status.

This strategy generated significant comments in opposition.

**Main Theme: Divisions in the Urban Reserve Overlay and Agriculture and Farm Service Designation to Create Additional Buildable Lots**

In the current Ames Urban Fringe Plan, divisions for the creation of an additional development lot for a new dwelling are not permitted in most designations. Both the Agriculture and Farm Service and Natural Areas designations in the current Plan have policies restricting the creation of new development lots. In Urban Service Areas, which cover much of the areas southwest and west of the city, annexation must first occur before divisions are permitted. Only the Rural Residential designation in the current fringe plan would support the divisions outlined above. This designation is not very common in the current Fringe Plan.

The proposed Ames Urban Fringe Plan continued these policies with some changes. To allow for more flexibility, in the Agriculture and Farm Service designation, staff rewrote the policy to allow a division to reduce a 35 net-acre or greater lot for a dwelling to one net-acre or greater if allowed under County zoning. This was previously only allowed for farmsteads. Now if other exceptions (LESA, Residential Parcel Subdivision) are met, the lot size may be reduced. Staff did not include this allowance for properties in the Urban Reserve but is now recommending that it be allowed.

Most comments received wanted the creation of additional lots to be allowed. Staff notes this would not be allowed even if there was no Ames Urban Fringe Plan—as Ames would have review authority within two miles of its corporate boundary and the Plan 2040 does not allow for additional lots to be created (or specifically allow for lot size reductions) in the areas shown as Urban Reserve.

**Main Theme: Rural Residential – Expansion**

This designation allows rural residential subdivisions without city infrastructure. An Ames Urban Fringe Plan Land Use Framework Map amendment approved by all applicable cooperators is first required to apply the designation to the property that is proposed to be developed. Map amendments are proposed to be entertained twice a year. The draft Plan also includes standards for when a map amendment is appropriate:

- While it is recognized that there is demand for rural housing market choices, the amount of land in this designation shall be purposefully limited in order to focus housing growth in Story County within existing municipal boundaries or in newly annexed areas. It is estimated that approximately 60 new dwellings are needed in this designation over the next 20 years.
- The area proposed to be amended is adjacent to a rural residential area or rural residential expansion area developed after the adoption of the Ames Urban Fringe Plan.
- The area is currently designated Agriculture and Farm Service and not located in an Urban Growth Area or Urban Reserve Overlay.
- No more than 40 acres of land in agricultural production may be requested to be amended to this designation as part of an amendment request.
- The area is located on a paved road(s). If an area is within a quarter-mile of a paved road, it may be considered; however, the developer may be required to pave to the development's access at their expense.
- The amount of previously approved Rural Residential Expansion area shall be considered when granting an amendment, as well as the primacy of a proposed location versus the existence of other areas that exceed the above standards.

A letter from Hunziker Development Group, LLC, noted that several of the standards and the process to map Rural Residential – Expansion were too restrictive. Issues raised included requiring the subdivisions to be sited next to existing developments, the forty-acre limitation, the standard to consider limiting the number of new homes in these rural subdivisions to 60 over the next 20 years, limiting the amendment process to twice a year and requiring a majority vote to approve amendments.

Appendix B

Matrix comparing the major aspects of the draft Plan, the current Plan, recommended changes, and if there was no adopted Plan

	Current Plan	Draft Plan	PZC Recommendation	Without Plan
<b>Divisions for the Creation of New Development Lots in Agriculture and Farm Service or Urban Reserve</b>	Not permitted	Not permitted	Not Permitted	Not permitted
<b>Divisions to Reduce Lot Size in Agriculture and Farm Service or Urban Reserve</b>	Only permitted for farmsteads	Permitted	Permitted	Not addressed in Plan 2040—would require Ames and County review
<b>Rural Residential Subdivisions</b>	Amendment process required if not mapped	Amendment process	Amendment process	Ames and County review required
<b>Annexation</b>	In Urban Service Areas	In Urban Growth/Reserve Areas	In Urban Growth/Reserve Areas	No agreed upon policies or plan for County to comment on
<b>Conditional Use Permit Restrictions in Urban Reserve and Urban Growth</b>	N/A	Proposed	Remove from Plan	N/A

Appendix C  
Letter to Cooperator's with Staff Recommendations



**STORY COUNTY  
BOARD OF SUPERVISORS  
LISA K. HEDDENS  
LINDA MURKEN  
LATIFAH FAISAL**

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

September 13, 2022

Mayor John Haila and Members of the Ames City Council  
City of Ames  
515 Clark Avenue  
Ames, IA 50010

Mayor John Popp and Members of the Gilbert City Council  
City of Gilbert  
105 SE 2<sup>nd</sup> Street  
Gilbert, IA 50105

**RE: Changes to the Draft Ames Urban Fringe Plan Based on Public Input**

Dear Mayor Haila, Mayor Popp, and City Council Members,

As you are aware, a draft of the Ames Urban Fringe Plan was made available for public review and comment on May 17, 2022. The public comment period occurred through June 14, 2022. A general comment form, as well as an interactive map where comments could be made, were available on the Story County Planning and Development Department's website. Three public meetings were also held. A public presentation of the Plan was given on May 23, 2022, at the Ames Public Library and comments were received in a public hearing format. Two open house meetings were also held where County and City staff was available to answer questions. The open house meetings were held at Gilbert City Hall and Oakwood Church on May 26, 2022, and June 7, 2022, respectively. Over 150 participants attended the meetings. Almost 100 map comments and 25 form submissions during the month-long comment period were received along with phone calls and emails. All comments and a transcript of the May 23, 2022, meeting has been provided to city staff.

Story County greatly appreciates everyone who provided comment and has been engaged in this process. The Plan covers many complex issues that residents of the planning area passionately care about. The County has considered all comments received and looks forward to the cooperators doing the same. We also ask for your consideration of several changes to key areas of the Plan in response to public input. By taking these comments into account, the County believes the Ames Urban Fringe Plan will be mutually beneficial to the City of Gilbert, Ames, Story County, and the residents we serve.

The main issue areas identified by the County in review of the comments received include:

- Opposition to the annexation of existing rural residential developments and their inclusion in the Urban Growth designation.
- Opposition to the annexation of certain Environmentally Sensitive Areas and their inclusion in Urban Growth areas.
- Opposition to the Urban Reserve Overlay. Most comments identified that too large of an area was identified as Urban Reserve, that it is an area in which Ames does not have plans to grow during the life of the Plan, and that it places additional land use restrictions on property owners.
- Opposition to proposed limitations on conditional uses in the Urban Reserve Overlay and Urban Growth areas.
- Opposition to the limitations on the division of land to create new, buildable lots for dwellings in the Urban Reserve Overlay and Agriculture and Farm Service designation.
- Opposition to restrictions on new rural residential development.

Based on these issues, the County proposes the following changes:

- Remove the strategy to limit certain conditional uses through an amendment to the County's Land Development Regulations. Alternatively, the other cooperators may propose a reduced list of conditional uses for further discussion and consideration. The Board would appreciate more information on the rationale behind each use that is proposed to be limited. If an amendment to the County's Land Development Regulations to limit certain conditional uses occurs, the County will likely also introduce a conditional use permit to allow the expansion or reconstruction of a nonconforming use.
- The County would support a policy that conditional use permit applications within Urban Growth or Urban Reserve Overlays are routed to the applicable city for review and comment. Cities may recommend conditions to address any concerns.

*Currently, the County's Land Development Regulations only require that cities within two miles be notified of conditional use permit requests.*

- Supplant the Urban Reserve Overlay's annexation policies with a policy that annexation of areas in the Urban Reserve Overlay is not permitted during the life of the Ames Urban Fringe Plan. Alternatively, other cooperators may propose reducing the areas mapped with the Urban Reserve Overlay designation or the areas permitted to be annexed within the designation for further discussion and consideration.

*The County appreciates Ames Plan 2040's attention to infill development and focus on priority growth areas. We also appreciate Ames' work on its Climate Action Plan and efforts to reduce greenhouse gas emissions. The County recognizes that both cooperators may be interested in annexing portions of the Urban Reserve and has concerns that growth in these areas during the life of the Plan may detract from the viability of infill opportunities or the cooperators' Urban Growth areas. Towards sustainability goals, we want to ensure that growth occurs in areas that are near city boundaries to reduce vehicle miles traveled and increase access to alternative transportation. We also want to make sure growth occurs in areas that have planned land use scenarios with a mix of uses and densities, such as the Urban Growth areas.*

- Consider adding a policy that the County is not agreeing to support the annexation of Urban Growth or Urban Reserve Overlay areas through the adoption of the Plan and shall review all annexation requests at the time of a request and determine to support, or not support, an annexation. The County's review may also include recommendations on protections for environmentally sensitive areas.

*While annexation in accordance with the Plan and the Land Use Framework Map is required, by adopting the Plan and its policies that annexation is compatible with a given land use designation, the County is not agreeing to support any specific annexation request in these areas. This would also create a clear review procedure for annexation requests. The other cooperators may also wish to clarify that they are not committing to approve all annexation requests conforming to the Plan by adopting the Plan and its policies.*

- Consider adding a policy that the annexation of properties in the Urban Reserve Overlay (if permitted) should be weighed against the Urban Growth areas' development, planned infrastructure investments in the areas, and their viability. This would be in addition to the policy that "annexation is coordinated with the timely and efficient provision of adequate public facilities and services. Annexation shall be permitted when city infrastructure is available or planned to be available to serve the development. Infrastructure includes for streets, wastewater treatment, and potable water distribution of sufficient size to support emergency services. Infrastructure extensions should be logical and beneficial to overall goals for the growth of an area and not just for the convenience of one development project."
- Consider mapping the Champlin Farms property as Agriculture and Farm Service with the Urban Reserve Overlay, but not as annexable, and the areas to the east along State Avenue and Meadow Glen Road as Rural Residential – Existing. Alternatively, consider mapping the Champlin Farms property as Agriculture and Farm Service and the areas to the east along State Avenue and Meadow Glen Road as Rural Residential – Existing.

*The County is requesting the area's designation be changed from Urban Growth to reduce its priority for annexation. This is in response to public input and to ensure the area does not detract from Urban Growth areas that are the city's priority. Annexation during the life of the proposed plan may be premature given the city's lower priority for growth to the southwest versus other*

*areas designated as Urban Growth. The County is not requesting this change to the Champlin property to promote its development as a rural residential area.*

- Extend the Urban Growth area adjacent to Gilbert a half mile north of 170<sup>th</sup> to match their Comprehensive Plan.

*This would create uniform policies for the County to follow when reviewing requests in Gilbert's growth area.*

- Simplify the policy for reducing lot sizes for dwellings in the Agriculture and Farm Service designation and adopting the same policy in the Urban Reserve Overlay as follows:

*Divisions for the creation of new development lots are not permitted. Parcels with existing dwellings or parcels on which a dwelling may be constructed ~~35 net acres or greater in size~~ may be divided once for the purpose of reducing their size ~~constructing a dwelling on a parcel between~~ to a minimum of one and a maximum five net acres, if permitted by County zoning requirements (e.g., through farmstead, LESA, or residential parcel subdivision exceptions). The remaining land shall not be considered buildable for a dwelling and be preserved as an outlot, through a deed, or by other restriction.*

- Add an implementation strategy for the County to consider allowing Accessory Dwelling Units, or second dwellings.

*The County will be considering this change to its code in the next year and wanted to make the other cooperators aware. This strategy may also address the public comments concerned with the restriction on the creation of new lots for single-family dwellings in the Agriculture and Farm Service and Urban Reserve Overlay designations.*

- Remove the limitation on the amount of land (40 acres) that can be requested to be amended to Rural Residential – Expansion through an individual Land Use Framework Map Amendment request.

*With the planned target of no more than 60 new rural subdivision lots, allowing a larger area to be requested to be amended could result in better site design and more open space preserved while not resulting in an oversupply of rural subdivision lots.*

- Removing the restriction on the number of times per year the cooperators hear Land Use Framework Map amendment requests and clarify the process to request an amendment to the Rural Residential—Expansion designation for properties in the Urban Reserve Overlay.

*This restriction may make it prohibitive for a buyer to enter into an agreement to purchase land with a condition that a property be amended to a designation that allows a certain development prior to purchase. Additionally, the draft Plan does not make an amendment request to the Rural Residential—Expansion designation for properties in the Urban Reserve Overlay possible without first amending the text of the Plan. This process should be clarified.*

- Remove parcels inadvertently included in the planning area that are outside of Ames' two-mile review area.
- Consider allowing the reconfiguration or division of land in the Agriculture and Farm Service Designation and Urban Reserve Overlay for commercial or conditional uses, similar to the allowance to reduce the lot size for single-family dwellings. No new development lots could be created for additional commercial or conditional uses. In the Urban Reserve Overlay, the applicable city would have joint review authority over these divisions.

*This would allow more flexibility and allow a city to apply its subdivision standards to ensure compatibility with future city growth in the Urban Reserve Overlay.*

The County would request the cooperators consider these issues and others raised by the public comments. County Planning and Development staff is available to work through these issue areas and changes with the cooperators and their staff. However, if an agreement between the cooperators cannot be reached on these issues, the County would propose a work session between the cooperators to seek mutually agreed upon solutions. The County understands that while the cooperators may have different goals, having a plan and policies for the fringe area is necessary to facilitate orderly, efficient growth in the interest of all those involved. Thank you and we look forward to continuing to work with you on this plan.

Sincerely,

Latifah Faisal, Chair

Story County Board of Supervisors

Letter to Cooperator's with the Planning and Zoning Commission's Recommendations



**STORY COUNTY  
BOARD OF SUPERVISORS  
LISA K. HEDDENS  
LINDA MURKEN  
LATIFAH FAISAL**

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- Opposition to proposed limitations on conditional uses in the Urban Reserve Overlay and Urban Growth areas.
- Opposition to the limitations on the division of land to create new, buildable lots for dwellings in the Urban Reserve Overlay and Agriculture and Farm Service designation.
- Opposition to restrictions on new rural residential development.

Based on these issues, the County proposes the following changes:

- Remove the strategy to limit certain conditional uses through an amendment to the County's Land Development Regulations.
- Remove the Urban Reserve Overlay from the areas south of Highway 30 and from the areas east of Interstate 35.

*Most development interests are in the area north of the City of Ames and south of the City of Gilbert.*

- Consider adding a policy that the County is not agreeing to the annexation of the Urban Reserve Overlay or Urban Growth areas through the adoption of the Plan and shall review all annexation requests at the time of a request and determine to support, or not support, an annexation. The County's review may also include recommendations on protections for environmentally sensitive areas.

*While annexation in accordance with the Plan and the Land Use Framework Map is required, by adopting the Plan and its policies that annexation is compatible with a given land use designation, the County is not agreeing to support any specific annexation request in these areas. This would also create a clear review procedure for annexation requests. The other*

*cooperators may also wish to clarify that they not committing to approve all conforming annexation requests by adopting the Plan and its policies.*

- Consider adding a policy that the annexation of properties in the Urban Reserve Overlay should be weighed against the Urban Growth areas' development, planned infrastructure investments in the areas, and their viability. This would be in addition to the policy that "annexation is coordinated with the timely and efficient provision of adequate public facilities and services. Annexation shall be permitted when city infrastructure is available or planned to be available to serve the development. Infrastructure includes for streets, wastewater treatment, and potable water distribution of sufficient size to support emergency services. Infrastructure extensions should be logical and beneficial to overall goals for the growth of an area and not just for the convenience of one development project."
- Consider designating the Champlin Farms property as Agriculture and Farm Service and the areas to the east along State Avenue and Meadow Glen Road as Rural Residential – Existing.

*The Champlin property is more appropriate for the Agriculture and Farm Service designation as development of the property is not likely during the life of the Plan. Annexation during the life of the proposed plan may be premature given the city's lower priority for growth to the southwest versus areas designated as Urban Growth.*

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- Remove the limitation on the amount of land (40 acres) that can be requested to be amended to Rural Residential – Expansion through an individual Land Use Framework Map Amendment request.

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- Remove the target of 60 new subdivisions lots in the unincorporated area over the next 20 years.
- Remove parcels inadvertently included in the planning area that are outside of Ames’ two-mile review area.
- Consider allowing the reconfiguration or division of land in the Agriculture and Farm Service Designation and Urban Reserve Overlay for commercial or conditional uses, similar to the allowance to reduce the lot size for single-family dwellings. No new development lots could be created for additional commercial or conditional uses. In the Urban Reserve Overlay, the applicable city would have joint review authority over these divisions.

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Sincerely,

Latifah Faisal, Chair

Story County Board of Supervisors

## Appendix D—Development of the Target of 60 New Rural Subdivision Lots in the Planning Area over the next 20 Years

To arrive at the target of 60 new rural subdivision lots in the fringe area, staff considered the following:

- The Ames Urban Fringe area is 12% of the total unincorporated area in Story County. There are 367,000 acres in Story County--334,092 acres are in the unincorporated areas. There are 39,804 acres in the Ames Urban Fringe, excluding areas inside of cities.
- The fringe area accounted for 34% of the permits issued for new dwellings between 2009 and 2021. Staff determined 162 permits for new dwellings were issued in the Ames Urban Fringe area from 2009-2021. Countywide in the unincorporated areas, 477 permits for new dwellings were issued.
- The higher level of permitting activity has resulted in the Ames Urban Fringe area having a greater residential density than other unincorporated areas. In the fringe area, 49% of parcels and 8% of the land area are classified as residential for tax assessment purposes. In the entire unincorporated area, 22% of parcels and 5% of the land area is classified as residential for tax assessment purposes. Due to the residential density, there is a lower percentage of land classified as agricultural in the fringe area—38% of parcels and 73% of the land area is classified as agricultural, versus 66% and 85%, respectively, for the unincorporated area as a whole.
- One factor potentially related to the higher permitting activity and density in the fringe area is the amount of rural residential subdivisions. Of the permits issued in the Ames Urban Fringe, 75% were for dwellings on lots in rural residential subdivisions (both those platted prior and during 2009-2021). In the unincorporated areas not including the fringe area, 47% of permits were issued for dwellings on rural subdivision lots.
- If the permits issued in the Ames Urban Fringe Area were representative of its land area (12% of the unincorporated area) and rural subdivision trends elsewhere in the County (47% of new housing units were constructed in rural subdivisions in the unincorporated area outside of the fringe area), approximately 60 permits would have been issued and 30 would have been on lots in rural subdivisions.

Staff also relied on the Story County Housing Study's projected needs for new housing in the unincorporated area to develop the target of 60 new rural subdivision lots in the Ames Urban Fringe Plan Planning area. The Story County Housing Study compared permitting activity in cities (excluding Ames) and the unincorporated area of Story County. It found "about one-third of units constructed since 2010 were in unincorporated areas of Story County." Another third were in Huxley. "There is a low supply of units being constructed equally throughout Story County."

The housing study projected the number of new units needed by 2040. It specifically projected that 327 were needed in the unincorporated areas. Fewer units were projected as needed than past permitting trends. The unincorporated areas were also projected to grow at the lowest rate annually due to the need for mid-range housing and demographic trends (aging population).

The Story County C2C Comprehensive Plan also identified a 2.3% decline in the unincorporated population from 1990 to 2010 due to a migration out of the rural areas. Overall, the County's population by 2036 was projected to increase, likely accounting for growth of cities.

From 2010 to 2020, based on the Decennial Census, the population of unincorporated Story County grew from 8,706 to 9,127 people, or by 421 residents. Based on the Census, there are 2.5 people per housing unit on average in the unincorporated area. If there were no underlying outmigration trends, or other trends of new dwellings replacing the existing housing stock, the 477 permits issued in the unincorporated area would have been expected to result in a population increase of 1,193 people, almost three times the actual population growth that occurred.

By applying current permitting ratios to the projected need of 327 units and completing a vacant lots analysis, staff arrived at a projection of 60 permits over the next 20 years in rural subdivisions in the Ames Urban Fringe.

- 327 projected permits needed multiplied by 34% in the Ames Urban Fringe = 111 total permits
- 25% or 28 of the 111 will be on acreages based on past permitting trends, however, as there is more flexibility to construct/create acreages in the proposed Plan, this will likely increase. There will also be more flexibility to allow the division of existing subdivision lots to create another buildable parcel and accessory dwelling units (ADUs).
- 75% or 83 will be on a subdivision lot.
- In total, there are 60 vacant lots in all AUFP subdivisions. In the subdivisions platted in the last 20 years, there are 24 vacant lots. In the subdivisions platted in the last 10 years, there are 11 vacant lots.
- Between 2009 and 2021, 19 dwellings were constructed on existing subdivision lots platted prior to 2009. There were 12 subdivisions platted post-2009—105 dwellings were constructed on lots in these subdivisions or 64% of all dwellings constructed in the fringe area.

Assuming 20 of the 83 new dwellings will be on existing subdivision lots or a dwelling constructed on acreage or ADU, staff arrived at the estimate of 60 new subdivision lots needed. If the Board wanted to assume there would be no increase in acreage construction, ADUs, or wanted to use a lower estimate for those that would be constructed on existing vacant subdivision lots (10), a target of 70 would be appropriate.



Sept 7, 2022

Story County Board of Supervisors  
Story County Administration  
900 6<sup>th</sup> Street | Nevada, Iowa 50201

Dear Story County Board of Supervisors,

Youth and Shelter Services, Inc. (YSS) is requesting an amendment to our Story County ARPA grant award to include 15% admin expenses as part of the program budget. This is a new Rapid Rehousing Program at our agency and administration expense are needed to operate the program in Story County.

All programs at YSS support their prorata/percentage of administrative expenses for our fiscal year. Our administrative expenses are divided across all programs in each fiscal budget period. So for example each month \$2,750 of the ARPA grant will support the monthly admin expenses of our agency that amount to \$246,671. So, for our ARPA grant, \$33,000/yr supports 1.1% of our total admin expense of \$2,960,048 at YSS.

We are excited to bring this new Rapid Rehousing program to Story County and look forward to hiring our staff to operate this new program. If you have questions or concerns regarding this request, I can be reached at 515-321-5476 or [toberry@yss.org](mailto:toberry@yss.org). I will be at the Story County Board of Supervisor Meeting on Tuesday Sept 13 and can answer questions regarding this request at that time. Thank you.

Regards,

TOBY O'BERRY // YSS AVP TRANSITION SERVICES & IHYC DIRECTOR  
IHYC / 612 LOCUST STREET, DES MOINES, IA 50309  
P: 515.883.2379 / C: 515.321.5476 / F: 515.883.2384

10%  
**APPROVED**      **DENIED**  
Board Member Initials:   JH    
Meeting Date:   9.13.22    
Follow-up action:   Approved a 10%    
  admin allowance  

**YSS HEADQUARTERS**    420 Kellogg Avenue, Ames, IA 50010    P:515-233-3141    F:515-233-2440

A COMMUNITY-BASED ORGANIZATION SERVING YOUTH AND FAMILIES SINCE 1976

**YSS  
Statement of Operations  
Administration 110  
FY2022-2023 Budget**

	<u>YTD</u>
	<u>Budget</u>
<b>Salaries and Benefits</b>	
Salaries	1,647,014
Benefits	411,753
<b>Total Salaries and Benefits</b>	<u>2,058,767</u>
<b>Other Expenses</b>	
Phone/Internet	42,480
Rent	6,700
Staff Development	60,600
Subcontractors	20,880
Outside Services	155,680
Consulting	57,500
Computer Hardware	21,230
Office Supplies	10,645
Computer Software	134,017
Legal	50,000
Interest Expense	62,400
Bank Charges	23,000
Postage and shipping	7,000
Utilities	14,000
R & M of Facility	18,720
Insurance	50,400
Food	12,700
Household Supplies	2,500
Organizational Dues	14,734
Permits & Licenses	4,000
Subscriptions	285
Vehicle Operations	11,400
Mileage	10,500
Printing	24,000
Marketing	34,910
Recruitment	51,000
<b>Total Other Expenses</b>	<u>901,281</u>
<b>Total Mgmt and General Expense</b>	<u>2,960,048</u>

**Administrative expense is allocated to all programs of YSS based on direct program expense each month. As program services are expanded it allows for less burden on each individual program to cover administrative expenses. Currently our Administrative percentage runs anywhere from 16-18% monthly but most grants reimburse at only 10% or less which results in the need for additional local and community support which is why it is important for sustainability of programs we expanding services & funding sources.**

RECEIVED

BOARD

JAN 10 2023

**APPROVED**

**DENIED**

Board Member Initials:                     

Meeting Date: 9.13.22

Follow up action:                     



# STORY COUNTY FAÇADE IMPROVEMENT GRANT PROGRAM APPLICATION FORM

## PROJECT INFORMATION

PROJECT ADDRESS 214 Main St PROPERTY OWNER Richard Beeler

BUSINESS OWNER  
(IF DIFFERENT FROM  
PROPERTY OWNER) Shelby Smith NAME OF  
BUSINESS Gymneatcrickets

## CONTACT INFORMATION

APPLICANT (CITY  
CONTACT PERSON) City of Collins/  
City Clerk Katie Baldwin CONTACT  
ADDRESS 212 Main St

PHONE 641-385-2205 E-MAIL cityofcollnsia@gmail.com

AMOUNT REQUESTED: \$10,000 MATCHING AMOUNT \$54,500

### APPLICATION ATTACHMENT CHECKLIST

In addition to the completed application, please attach the following:

- Written consent from property owner giving permission to conduct improvements
- Color photographs of existing conditions
- Written statement that outlines in detail scope of the project
- Project budget that includes detailed cost estimates prepared by contractors
- Any design documents prepared by a licensed architect or engineer, if available

### PLEASE READ

By signing below you certify that to the best of your knowledge you have submitted all the required information to apply for a façade grant and that the information is accurate. You further acknowledge that you have read and agree to the Terms of Agreement outlined on the back of this form.

SIGNATURE OF PROPERTY/BUSINESS OWNER:                      DATE 9/7/22

SIGNATURE OF APPLICANT:                      DATE 9/7/22  
Name and Title (Chief Elected Official)

**SUBMIT COMPETED APPLICATION TO:**  
 Story County – County Outreach and Special Projects Manager  
 900 6<sup>th</sup> Street - Nevada, Iowa 50201  
 or email to. [lharter@storycountyia.gov](mailto:lharter@storycountyia.gov)

## Terms of Agreement

- The applicant is the city.
- The applicant and property/business owner meets all of the eligibility criteria outlined in the **Story County Façade Improvement Grant Program**.
- No funds are approved for the proposed improvements until the applicant is notified in writing and meets all Program requirements. **Work completed prior to final approval is ineligible for funding.**
- All funds are distributed on a reimbursement basis after all work is completed.
- The applicant shall ensure that work is performed in a satisfactory manner, as determined by the County, conforming to the approved application, project budget, and project schedule.
- The applicant shall be responsible for at least the matching funds equal to or greater than the maximum provided by the County. The applicant shall keep record of all documents, receipts, lien waivers, etc., to substantiate that they are in conformance with this requirement.
- No changes to the approved project plans shall be made without prior consent from Story County.
- Grant funds shall be disbursed only upon the satisfactory completion of the project in accordance with the approved plans for the project. It is the responsibility of the applicant and/or business to demonstrate that the project is satisfactorily complete.
- Grant funds are only to be used for the scope of the project approved by the County, and no other renovations or improvements of the structure or business.
- The applicant authorizes Story County to promote their approved project, including, but not limited to, displaying a sign at the site during and after the construction, and using photographs and descriptions of the project in County media materials.

## Acknowledgement of Terms of Agreement

SIGNATURE OF APPLICANT: \_\_\_\_\_ DATE \_\_\_\_\_  
Name and Title (Chief Elected Official)

**Description of proposed project:**

In our total project proposal for 214 Main, it will be transformed from a dilapidated, under-utilized space into a ground-floor commercial space & upstairs one-bedroom apartment. This project would entail the complete renovation, rehabilitation, and restoration of one of the oldest remaining buildings in Collins. The 1882-built two-story building that is unusable & unsafe in its current state, will be brought back to life with ground-floor office space and an upstairs 1-bedroom apartment. The following major structural defects will be remediated: a completely new roof, extensive brick repair, windows, and extensive electrical, plumbing & HVAC to bring the building up to modern standards of living. The upstairs apartment will be built from scratch as it is currently an unsafe and unusable space with boarded windows, no plumbing, no electricity, and no HVAC. The addition of office space will create the opportunity for one part-time employee for Gym-N-Eat Crickets & 2-3 additional part and full-time employees for Beeler Lawn & Landscape.

Major components of the project include complete refurbishment or installation of roof, electric, HVAC, Plumbing, Brick work (tuck-pointing and more), & Windows. Currently, all the above listed components are completely disintegrated or non-existent.

It's one of the oldest structures still standing in Collins. Unfortunately, this site has been underutilized for many years and is in serious need of attention. Its renovation is an exciting prospect for Collins, because not only will it restore an important historical feature of our town, but it will also expand both the commercial and residential capabilities of our city. Having this building renovated will "check a lot of boxes" in supporting the comprehensive planning that Collins has been dedicated to over the last few years.

Currently, all 5 windows (visible from the roadway on main street) are boarded up. The simple addition of glass windows will greatly brighten and liven the area. Additional brick restoration, a new roof, and additional facade work will be a catalyst for others with buildings on main street to breathe life into their structures.

All the newly installed HVAC, electric, and plumbing features will be modern and efficient. As many of the building materials that can be salvaged during the demolition process and reused will be utilized thoughtfully throughout the space. There will be several locally sourced reclaimed materials utilized throughout, preserving, and enhancing as much of the character of this iconic structure as possible.

Here's the updated figures for the entire project:

<b>Construction Exterior</b>	<b>\$39,000</b>
<b>Construction Windows/Doors</b>	<b>\$15,500</b>
Construction Roofing	\$35,000
Construction HVAC	\$16,600
Construction Plumbing	\$9,700
Construction Electrical	\$25,000

Construction Insulation	\$5,000
Construction General Carpentry	\$28,000
Construction Finishes (paint, carpet, fixtures, etc)	\$15,741
Site prep (staging, demo, clean-up, etc)	\$6,500
Professional Services (architect, engineer, historic preservation consultant)	
Fees & Permits	
Other	
Contingencies	\$25,000
Total	\$221,041

**Additional Funding:**

\$100,000 IEDA Catalyst Grant Award

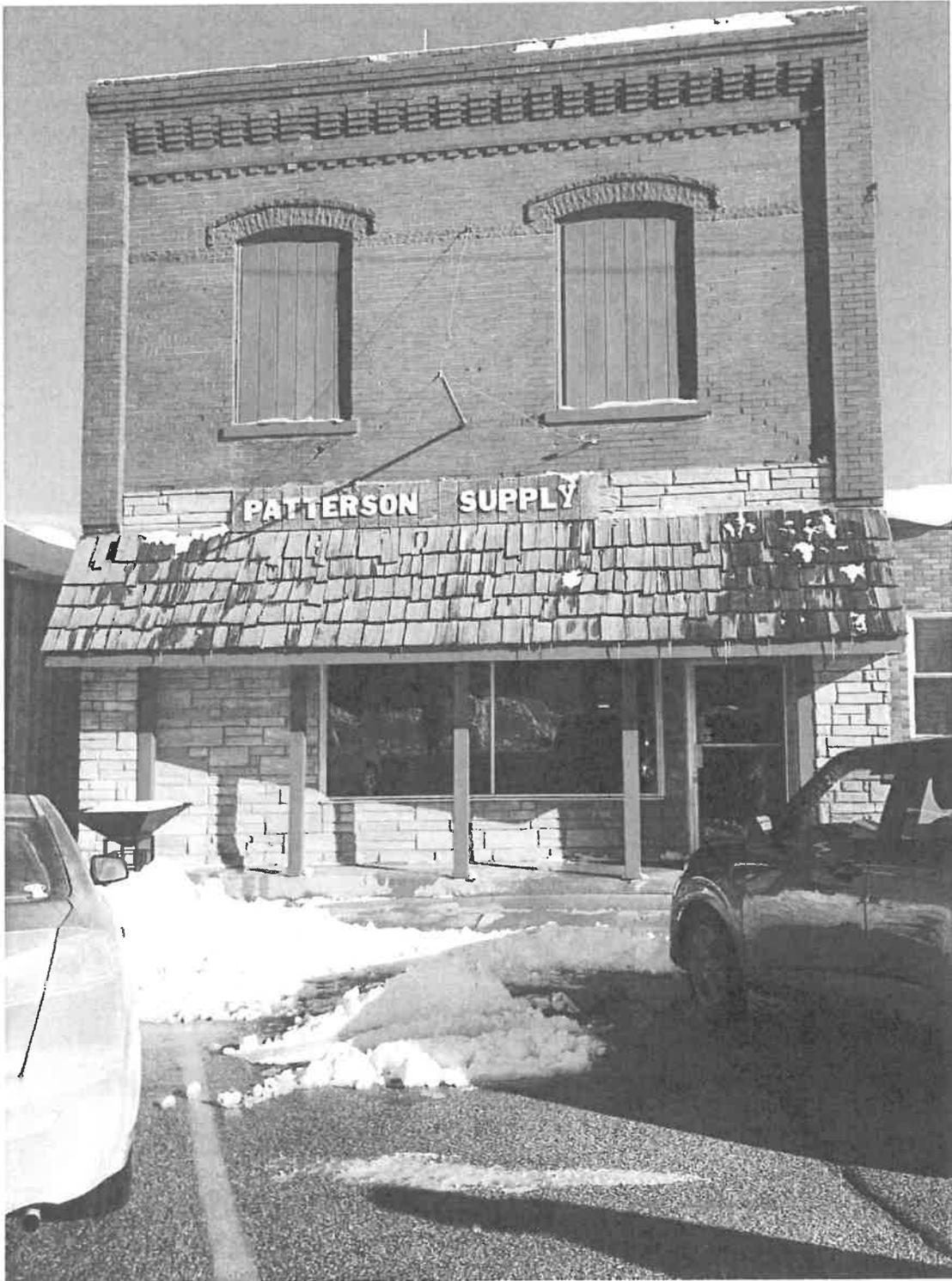
\$26,000 City of Collins (Local Incentive Matches)

# Main Street, Collins



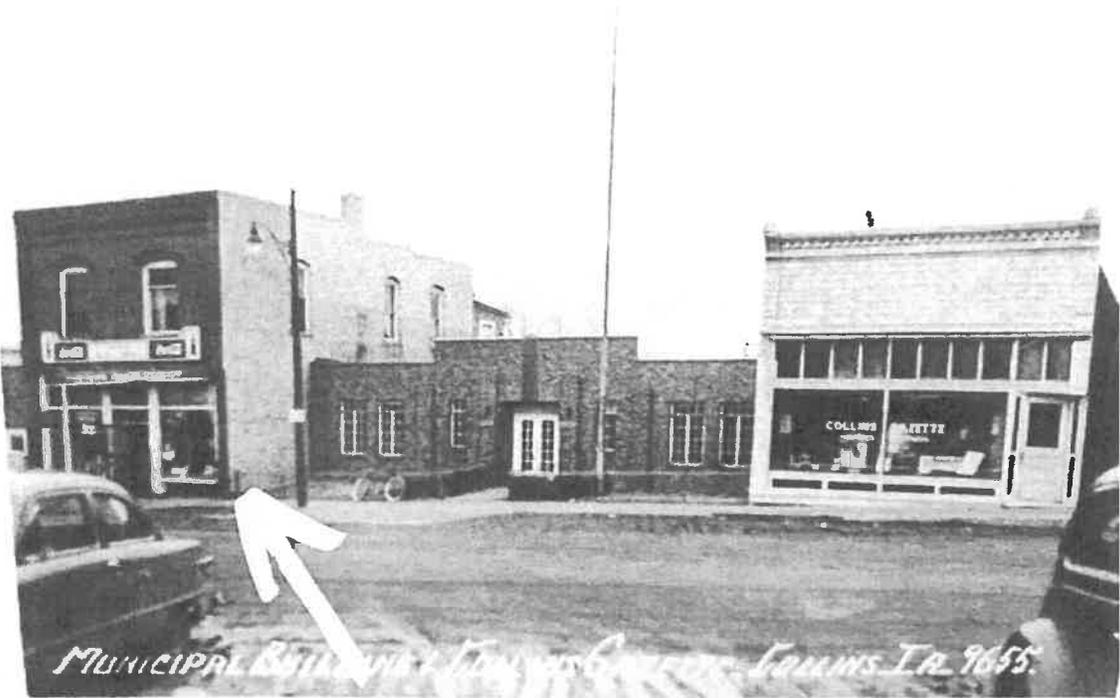
Exterior photo taken from this spot

# Current Street View





East Main Street  
Collins, IA 1908



MUNICIPAL BANK, 101 E. MAIN ST., COLLINS, IA 9655

# Floor Plan Summary

## First Floor, Office Space

The first floor will be utilized as an office space for Beeler Lawn & Landscape and a shipping/distribution space for Gym-N-Eat Crickets. The space will be brought back to its historic glory with the removal of not one, but two drop ceilings. This will return the height to 12 feet, considerably opening up the space. The back shop/steel building will be walled off, making the first floor its own contained commercial space. It will have its own electric/furnace separate from the dwelling unit above.

We will install a full bathroom in the southeast corner. The remainder of the space will utilize an open floorplan. The north and south walls will be exposed brick and the ceiling will be finished with reclaimed tin. The floor will be an easy to clean, scratch-resistant epoxy. The east wall will be well-insulated drywall and the west wall will be reclaimed barnwood.

## Second Floor, Living Space

The second floor will be turned into a 1-bedroom/1-bathroom apartment complete with all of the amenities. Once up the stairs, in the northeast corner there will be a full bathroom with shower. In the southeast corner, there will be a utility room with an energy efficient furnace, water heater, electric box, washer and dryer. The south wall will have a full, open kitchen, complete with ample natural light from the large windows. Next to it, in the southwest corner, will be the living/dining space.

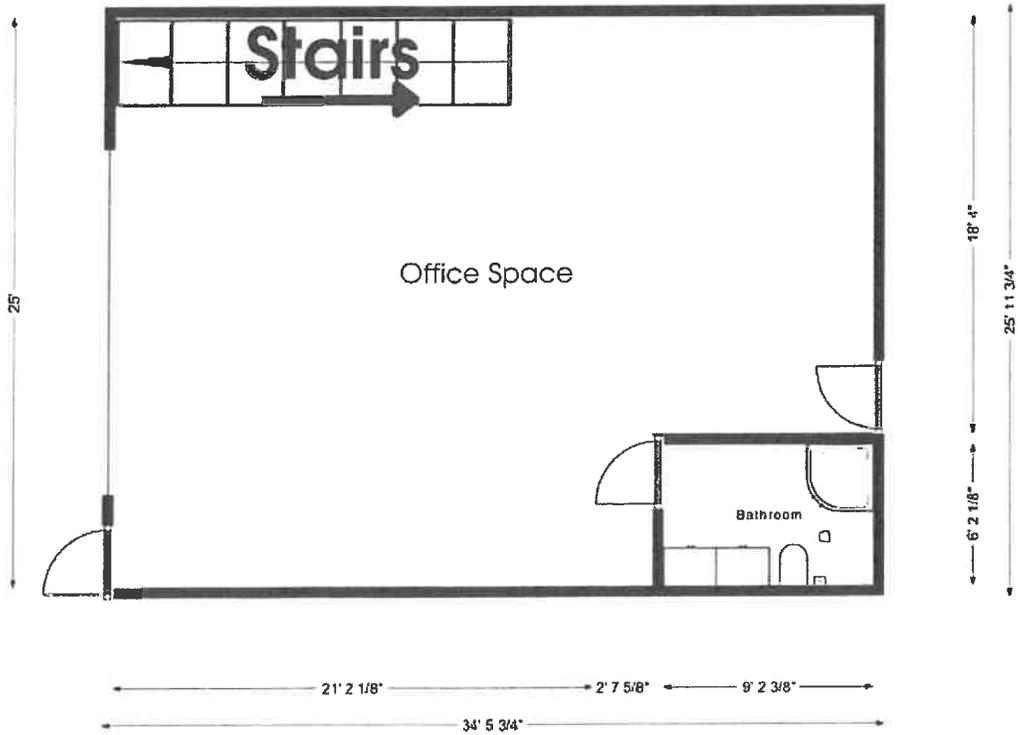
The bedroom will be situated in the northwest corner, complete with closet space and natural light from the large picture window on the west wall. Where appropriate, finishing touches will be done using as many reclaimed materials as possible.

**Please see following pages for current status  
and proposed floor plans.**



First Floor, Future Office Space

33' 6"





Second Floor, Future Living Space

35' 5 7/8"





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

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

## MEMORANDUM

**DATE:** September 8, 2022  
**TO:** Story County Board of Supervisors  
**FROM:** Leanne Lawrie Harter, AICP, CFM  
**RE:** Discussion and consideration of Elected Officials/Department Heads Headshots

In 2018, the Board of Supervisors contracted with a local photographer to come on-site to take headshots of elected officials and department heads. At that time, Story County was underway with a website refresh and headshots in use on the website were not uniform in appearance.

Since that time, a number of changes have occurred resulting in inconsistent headshots on the website and in various publications. Staff is requesting the Board again consider contracting with a photographer for updated headshots.

Please let me know if you have any questions.

**APPROVED** **DENIED**

Board Member Initials: LA

Meeting Date: 9.13.22

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

\_\_\_\_\_

\_\_\_\_\_



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## MEMORANDUM

**DATE:** September 8, 2022  
**TO:** Story County Board of Supervisors  
**FROM:** Leanne Lawrie Harter, AICP, CFM  
**RE:** Housing Action Plan – Request to proceed with RFP process and funding

**APPROVED** **DENIED**  
Board Member Initials: LLH  
Meeting Date: 9.13.22  
Follow-up action: \_\_\_\_\_

In August, the Board approved the Housing Action Plan. The following tool was identified in the Plan with an Immediate/Short Term timeframe:

*Tool 1.a-b*  
*Through a Requests for Proposals (RFP) process, identify consulting team members to provide technical support to County staff and partners for implementation of goals and strategies identified in this Action Plan.*

Staff is requesting direction to proceed with developing an RFP and that the Board approve potential funding for the consulting services.

Below is a tentative schedule to develop and release an RFP and bring forth a consultant to the Board for consideration:

September 19th	Consideration of the RFP by the BOS
September 19th - September 30th	Release RFP - Proposals Due September 30th
October 2nd - October 5th	County Staff Review of Proposals
October 11th	Consideration of Staff-recommended Consultant by the BOS
October 12th - October 19th	Contract Negotiations/Development
November 1st	Effective Start of Contract

The RFP would outline tools from the Housing Action Plan wherein it identified “consultant-led” for the item. Respondents will be asked to outline an approach to address these items through the end of December 2025, essentially a 38-month contract. Staff recommends the Board identify \$150,000 in funding for the proposed scope of work for the term of the contract.

## **Work Orders:**

Q3 2021, our numbers were:

Location	Work Orders Opened	Work Orders Closed	On-Call
Admin	153	147	1
Group Homes	68	65	5
McFarland	11	11	0
HSC	136	125	2
Justice Center	237	232	5
Animal Control	39	34	0
Engineer	11	11	0
West Ames Shed	4	3	0
<b>Total</b>	<b>659</b>	<b>628</b>	<b>13</b>

Q3 2022, our numbers are:

Location	Work Orders Opened	Work Orders Closed	On-Call
Admin	123	117	2
Group Homes	29	27	4
McFarland	20	18	0
HSC	125	116	1
Justice Center	201	182	7
Animal Control	18	17	0
Engineer	23	22	0
West Ames Shed	0	0	0
<b>Total</b>	<b>539</b>	<b>499</b>	<b>14</b>

**General Information:** Facilities staff continues to be very busy taking care of the routine maintenance for all buildings, lawn care, and keeping all equipment and vehicles in good working condition.

- Filled our first shift Maintenance Technician position, still recruiting for the 2<sup>nd</sup> shift Tech position.
- Begun replacing our gas-powered equipment with battery-powered equipment
- Launched our new work order system
- Installed water bottle fill stations at Admin, HSC, and JC
- Sold various equipment and tools on Public Surplus for about \$8,000.
- Took delivery of new 2022 fleet vehicle
- Final stages of the Space Needs Assessment have begun

## **Administration Building:**

- Design phase of the Permanent Front Counter Barriers project has begun
- Various keyless entry projects are on-going throughout the facility

- Construction of new presenter's table is complete
- Decal for Public Meeting Room is ready for installation
- Vacated the 4H storage building for the County Fair and Lincoln Highway Days and moved all equipment back into the facility

### ***Animal Control:***

- Completed securing the medication room
- Nearing completion of exterior cameras project
- Preparing the attic for 12" of added insulation

### ***Engineer's building:***

- Nothing to report

### ***Group Homes:***

- Lease renewals are complete for all 3 properties
- Painting bedrooms and carpet cleaning as client change-over occurs

### ***Human Services Center:***

- Continuing with LED lighting upgrade to the interior light fixtures
- Engineering and design of the HVAC replacement project is near completion

### ***Justice Center (Courtside):***

- Continuing with HVAC equipment replacement
- Continuing with LED interior lighting update

### ***Justice Center (Jail, Sheriff, & Jail Support)***

- 22 of the 23 HVAC heat pumps have been replaced
- 2 of the 7 HVAC rooftop units have been replaced

### ***McFarland Park:***

- Nothing to report



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9/8/2022

## Information Technology Quarterly Report

*September 13, 2022*

### **Current Projects:**

1. Board room audio/visual update scheduled for the last week in September. The vendor will need the entire week for the installation. The goal is to improve the remote viewing experience for people wanting to attend meetings remotely and to also improve the recordings and voice capabilities of our current system.
2. Firewall Replacement for locations in Ames and Nevada in October. This will result in downtime and will be done after hours. We will also be implementing a new VPN client as a result of the new client software.
3. IT is being assigned accounts for FBI training in relation to supporting the 911 network.

### **Upcoming Projects:**

1. Courtroom renovations at the Justice Center to improve County Attorney evidence presentations. We will request new quotes before we plan this project as some hardware has already been purchased.
2. County-wide desk phone replacement.
3. Network switch replacements for devices end-of-life. We have seven (7) that need to be replaced.
4. Multi-factor authentication – two factor authentications will be required for access to Windows logins. This could also result in a reduction in insurance premiums.



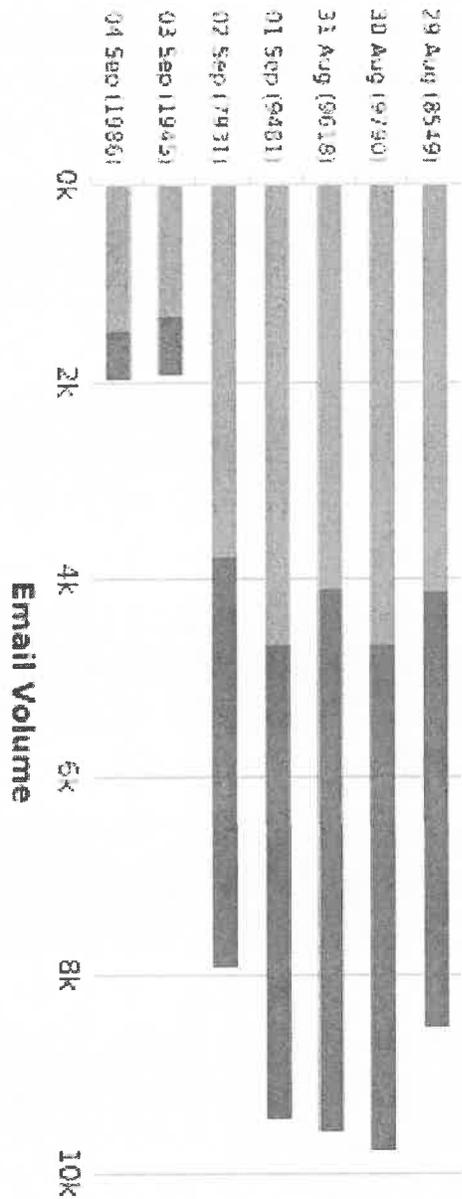
Department of Information Technology  
Ph. 515-382-7300 Fax: 515-382-7349

### **Projects completed in last quarter:**

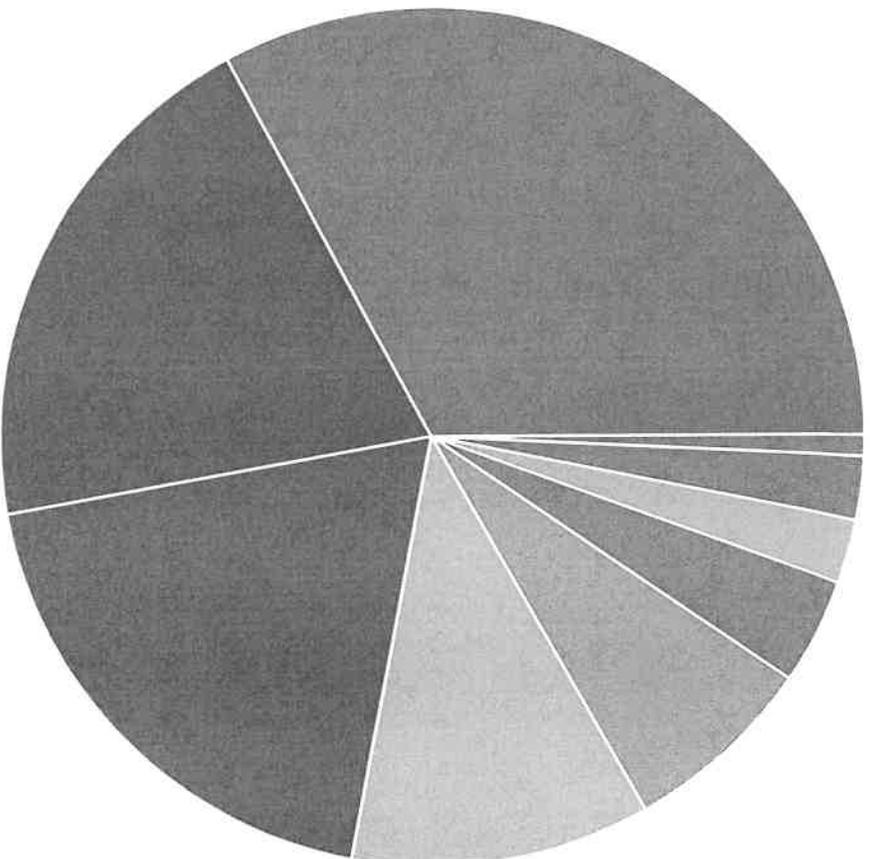
1. Paging policy now known as Emergency Notification Policy has been completed and approved. This will be presented during a segment on September 21<sup>st</sup> during Safety Day.
2. FBI Audit completed. Story County did well, a final report is pending.
3. Community Services/CICS Migration – many IT-related tasks being performed relating to the move – wiping computers, installing switches, phone edits.
4. The website training was very successful. Many users attended and asked good questions. The training videos are available on the S drive.

# Email Volume by Day

Total Email Count: 49300



### Service Ticket Categories



- On-Call
- Accounting
- Servers
- Security
- Network
- Requests
- Phone System
- Account Management
- Hardware

### Service Ticket Categories

