

The Board of Supervisors met on 10/25/22 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Lisa Heddens, and Linda Murken, with Faisal presiding. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov)).

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

**VETERANS AFFAIRS QUARTERLY REPORT:** Director Brett McLain highlighted programs, outreach efforts, and upcoming events from his submitted report.

**MINUTES:** 10/18/22 Minutes – Heddens moved, Murken seconded the approval of 10/11/22 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 10/31/22, in a) Conservation for Clair Pfantz @ \$13.00/hr; 2) pay adjustment, effective 11/6/22, in a) Sheriff's Office for Micah Andersen @ \$3,580.63/bw; Jeffrey Scott @ \$2,907.12/bw; effective 11/20/22 for Natosha Gardner @ \$2,592.36/bw; Michael Kennedy @ \$2,653.20/bw; Stephanie Memmer @ \$2,502.76/bw; Shelby Starling @ \$2,199.12/bw.

Murken moved, Heddens seconded approving personnel actions as listed. Roll call vote. (MCU)

**CLAIMS:** 10/27/22 Claims of \$778,107.93 (run date 10/21/22, 33 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$1,870.19), BooST School Ready (\$34,207.26), BooST Early Childhood (\$7,688.75), BooST Local (\$193.50), Emergency Management (\$320.79), E911 (\$187,261.36), County Assessor (\$3,832.47), City Assessor (\$30,475.67), and Central Iowa Community Services (\$559,741.62).

Heddens moved, Murken seconded approving claims as presented. Roll call vote. (MCU)

Murken moved, Heddens seconded the approval of Consent Agenda.

1. Annual subscription fees between Story County and Tyler Technologies for Tyler VX, effective 1/1/23-12/31/23, for \$36,905.00
2. 2023 Holiday Calendar
3. Quarterly Report: Veterans Affairs Commission
4. Final Design Plans for HMA Resurfacing on E57 (280<sup>th</sup> Street), from R38 (510<sup>th</sup> Avenue), east 3.5 miles to US Highway 69 (FM-C085(173)-55-85)
5. Final Design Plans for HMA Resurfacing on R50 (George Washington Carver Avenue), beginning 150 feet south of Cameron School Road, north 2.5 miles (FM-C085(172)--55-85)
6. Milestone Xprotect surveillance software renewal with Communication Innovators, effective 9/29/22-9/29/25, for \$19,774.00 for three years
7. Contract, using American Rescue Plan Act (ARPA) funding, between Story County and the City of Zearing, for the Water Main Improvement Project – Design Work for up to \$134,330.00 with a performance period of 1/25/22–12/31/26
8. Contract, using American Rescue Plan Act (ARPA) funding, between Story County and The Home Allies, Inc., for the 913 and 915 Duff Avenue Studio Apartments (Ames) Project for up to \$68,200.00 with a performance period of 1/25/22–12/31/26
9. Federal Bureau of Investigation (FBI) National Vehicle Use Lease Agreement for Deputy Adam Christian during his assignment to the FBI Central Iowa Gang Task Force (CIGTF)
10. Road Closure Resolutions: #23-21, #23-22, #23-23, #23-24, #23-25, #23-26, and #23-27
11. Utility Permit: #23-6633

Roll call vote. (MCU)

**SECOND CONSIDERATION OF ORDINANCE NO. 306, AMENDING CHAPTER 85, GENERAL PROVISIONS AND DEFINITIONS, AND CHAPTER 86, DISTRICT REQUIREMENTS, OF THE STORY COUNTY CODE OF ORDINANCES – LAND DEVELOPMENT REGULATIONS TO ESTABLISH SETBACK REQUIREMENTS FOR HAZARDOUS MATERIALS PIPELINES:**

Amelia Schoeneman, Planning and Development Director, provided an overview. No public comments have been received; staff recommends approval on second consideration and waiving third reading. Faisal opened the public hearing at 10:09 a.m., and, hearing none, she closed the public hearing at 10:09 a.m. Heddens moved, Murken seconded the approval on Second Consideration of Ordinance No. 306, Amending Chapter 85, General Provisions and Definitions, and Chapter 86, District Requirements, of the Story County Code of Ordinances – Land Development Regulations to Establish Setback Requirements for Hazardous Materials Pipelines as presented and waived Third Consideration. Roll call vote. (MCU)

**SECOND CONSIDERATION OF ORDINANCE NO. 307, AMENDING CHAPTER 90 – CONDITIONAL USES, OF THE STORY COUNTY LAND DEVELOPMENT REGULATIONS, OF THE STORY COUNTY CODE OF ORDINANCES TO AMEND THE PROVISION FOR ADAPTIVE REUSE:**

Amelia Schoeneman, Planning and Development Director, provided an overview. No public comments have been received; staff recommends approval on second consideration and waiving third reading. Faisal opened the public hearing at 10:11 a.m., and, hearing none, she closed the public hearing at 10:11 a.m. Murken moved, Heddens seconded the approval of Second Consideration of Ordinance No. 307, Amending Chapter 90 – Conditional Uses, of the Story County Land Development Regulations, of the Story County Code of Ordinances to Amend the Provision for Adaptive Reuse and waived Third and Final Consideration. Roll call vote. (MCU)

**REQUEST FROM AMES CHAMBER OF COMMERCE AND AMES ECONOMIC DEVELOPMENT COMMISSION (AEDC) FOR \$50,000.00 FOR A COLO CHILDCARE PROJECT PARTNERSHIP:**

Nikki Fischer, AEDC, provided detail on the project, other funding sources, and deadlines. She asked the Board to approve the request. Greg Pklapp, AEDC, provided additional detail. Discussion took place. Pklapp reported on project timeline. Murken asked clarifying questions about other funding sources. Additional discussion took place. Heddens moved, Murken seconded the approval of the request for \$50,000.00 for the Colo Childcare Project, to be funded with American Rescue Plan Act (ARPA) general revenue with one-time funding. Roll call vote. (MCU)

**ANIMAL CONTROL QUARTERLY REPORT:** Director Anna Henderson provided statistics on animal intakes, transfers, and adoptions. She reported on fundraisers, shared baby kittens and highlighted the need for foster families for baby animals.

**DISCUSSION AND DIRECTION ON REVISED AMOUNTS AND TIME FRAME FOR PROVIDER AGREEMENT WITH THE CITY OF NEVADA FOR THE “OUR NEVADA” NEWSLETTER PUBLICATION:** Leanne Harter, County Outreach and Special Projects Manager, reported on the partnership with the City of Nevada and other agencies. Murken reported on concerns.

**AMERICAN RESCUE PLAN ACT (ARPA) QUARTERLY REPORT:** Leanne Harter, County Outreach and Special Project Manager, provided an update on projects.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** All Board members reported on multiple upcoming meetings. Faisal reminded the public there is no meeting on 11/1/22.

**CLOSED SESSION PURSUANT TO CODE OF IOWA §21.5(1)(i):** Murken moved, Heddens seconded to go into closed session at 10:55 a.m. Roll call vote (MCU)

Faisal reconvened the Board in open session at 12:18 p.m. No action taken.

Heddens moved, Murken seconded to adjourn at 12:18 p.m. Roll call vote. (MCU)

Story County Board of Supervisors Meeting Agenda  
Administration Building  
900 6th St., Nevada, IA  
10/25/22

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:**

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

[HTTPS://US02WEB.ZOOM.US/J/89020467327?  
PWD=SNNXWfVJN1HYTXVDB3Z3RUPLB2TVQT09](https://us02web.zoom.us/j/89020467327?pwd=SNNXWfVJN1HYTXVDB3Z3RUPLB2TVQT09)

Passcode: 018323

Description: Weekly Board Meeting

Or One tap mobile:

+16469313860,,89020467327#,,,,\*018323# US

+19292056099,,89020467327#,,,,\*018323# US (New York)

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 309 205 3325 or  
+1 312 626 6799 or +1 719 359 4580 or +1 253 215 8782 or +1 346 248 7799 or +1 386  
347 5053 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833

Webinar ID: 890 2046 7327

Passcode: 018323

International numbers available:

[HTTPS://US02WEB.ZOOM.US/U/KQDBHTWZL](https://us02web.zoom.us/j/89020467327?pwd=SNNXWfVJN1HYTXVDB3Z3RUPLB2TVQT09)

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. AGENCY REPORTS:
  - I. Veterans Affairs Quarterly Report - Brett Mclain  
  
Department Submitting Auditor  
  
Documents:  
  
VA QTR.PDF
7. CONSIDERATION OF MINUTES:
  - I. 10/18/22 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 10/31/22, in a) Conservation for Clair Pfantz @ \$13.00/hr; 2) pay adjustment, effective 11/6/22, in a) Sheriff's Office for Micah Andersen @ \$3,580.63/bw; Jeffrey Scott @ \$2,907.12/bw; effective 11/20/22 for Natosha Gardner @ \$2,592.36/bw; Michael Kennedy @ \$2,653.20/bw; Stephanie Memmer @ \$2,502.76/bw; Shelby Starling @ \$2,199.12/bw.

Department Submitting HR

9. CONSIDERATION OF CLAIMS:

I. 10/27/22 Claims

Department Submitting Auditor

Documents:

CLAIMS 102722.PDF

10. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

I. Consideration Of Yearly Subscription Fees Between Story County And Tyler Technologies For Tyler VX Effective 1/1/23 - 12/31/23 For \$36,905.00/Yr

Department Submitting Information Technology

Documents:

TYLER TECHNOLOGIES CONTRACT.PDF

II. Consideration Of 2023 Holiday Calendar

Department Submitting Human Resources

Documents:

2023 HOLIDAY CALENDAR.PDF

III. Consideration Of Quarterly Report: Veterans Affairs Commission

Department Submitting Auditor

Documents:

VA COMMISSION.PDF

IV. Consideration Of Final Design Plans For HMA Resurfacing On E57, From County Route 38, East 3.5 Miles To US Hwy 69 (FM-C085(173)-55-85)

Department Submitting Engineer

Documents:

FM HMA E57.PDF

V. Consideration Of Final Design Plans For HMA Resurfacing On R50, Beginning 150' South Of Cameron School Road, North 2.5 Miles(FM-C085(172)-55-85)

Department Submitting Engineer

Documents:

FM HMA R50.PDF

VI. Consideration Of Milestone Renewal With Communication Innovators Effective 9/29/22 - 9/29/25 For \$19,774.00

Department Submitting Sheriff

Documents:

24897.PDF

VII. Consideration Of Contract Using American Rescue Plan Act (ARPA) Funding Between Story County And The City Of Zearing, For The Water Main Improvement Project – Design Work Project For Up To \$134,330 With A Performance Period Of 1/25/22 – 12/31/26

Department Submitting Board of Supervisors

Documents:

24BOSCONTRACT.PDF

VIII. Consideration Of Contract Using American Rescue Plan Act (ARPA) Funding Between Story County And The Home Allies, Inc., For The 913 And 915 Duff Avenue Studio Apartments (Ames) Project For Up To \$68,200 With A Performance Period Of 1/25/22 – 12/31/26

Department Submitting Board of Supervisors

Documents:

30BOSCONTRACT.PDF

IX. Consideration Of FBI National Vehicle Lease Agreement For Deputy Adam Christian During His Assignment At The FBI-CIGTF

Department Submitting Sheriff

Documents:

FBI VEHICLE LEASE.PDF

- X. Consideration Of Road Closure Resolution(S): #23-21, #23-22, #23-23, #23-24, #23-25, #23-26, #23-27

Department Submitting Engineer

Documents:

RC 23 22.PDF  
RC 23 21.PDF  
RC 23 23.PDF  
RC 23 24.PDF  
RC 23 25.PDF  
RC 23 26.PDF  
RC 23 27.PDF

- XI. Consideration Of Utility Permit(S):#23-6633

Department Submitting Engineer

Documents:

UT 23 6633.PDF

11. PUBLIC HEARING ITEMS:

- I. Second Consideration Of Ordinance #306, Amending Chapter 85, General Provisions And Definitions, And Chapter 86, District Requirements, Of The Story County Code Of Ordinances – Land Development Regulations To Establish Setback Requirements For Hazardous Materials Pipelines – Amelia Schoeneman

Department Submitting Planning and Development

Documents:

MEMORANDUM.PDF  
ORDINANCE 306.PDF

- II. Second Consideration Of Ordinance #307, Amending Chapter 90 – Conditional Uses, Of The Story County Land Development Regulations, Of The Story County Code Of Ordinances To Amend The Provision For Adaptive Reuse. -Andrea Wagner

Department Submitting Planning and Development

Documents:

MEMORANDUM 307.PDF  
ORDINANCE 307.PDF

12. ADDITIONAL ITEMS:

- I. Consideration Of Request From Ames Chamber Of Commerce And Economic Development For \$50,000 For A Colo Childcare Project Partnership - Greg Piklapp And Nikki Fischer

Department Submitting Board of Supervisors

Documents:

COLO CHILDCARE BOS PARTNERSHIP MEMO OCTOBER 2022.PDF  
CHILD CARE.PDF

13. DEPARTMENTAL REPORTS:

- I. Animal Control Quarterly Report - Anna Henderson

Department Submitting Auditor

Documents:

AC QTR.PDF

14. OTHER REPORTS:

- I. Discussion And Direction On Revised Amounts And Timeframe For Provider Agreement With The City Of Nevada For The "Our Nevada" Newsletter Publication - Leanne Harter

Department Submitting Board of Supervisors

Documents:

CITYOFNEVADA.PDF

- II. ARPA Quarterly Report - October 2022

Department Submitting Board of Supervisors

Documents:

OCTOBER 7 2022.PDF

15. UPCOMING AGENDA ITEMS:

16. 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.

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

18. Closed Session Pursuant To Iowa Code Section 21.5 (1)l - Sara Strottman, HR Generalist To evaluate the professional competency of an individual whose appointment, hiring,

performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session

Department Submitting Human Resources

19. Consideration Of The Director Of External Operations And County Services Annual Performance Review

Department Submitting Human Resources

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

10/25/22

NAME

ADDRESS

Nikki Fischer  
Greg Ficklin  
Brett McClain  
Anna Henderson  
Amelia Scheneman  
Sandra J  
KYLIE LANGRISH  
Kara Warne

Ames Chamber  
Ames Chamber  
S.C.V.A  
Animal Control  
P.D  
BOS  
Summit Carbon  
1573 Stagecoach Rd



**Story County Commission of Veterans Affairs**  
**Brett D. McLain, Director**  
Story County Human Services Center  
126 S. Kellogg Ave. Suite 001, Ames, Iowa 50010  
Ph. 515-956-2626 Fax 515-956-2627  
[www.storycountylowa.gov](http://www.storycountylowa.gov)  
[veteransaffairs@storycountylowa.gov](mailto:veteransaffairs@storycountylowa.gov)

**Tuesday October 18, 2022**

## **Story County Veterans Affairs Quarterly Review**

**\*\*\*\* Period covered: July 1, 2022 – September 30, 2022**

During the first quarter, we interviewed **187** Veterans and or Surviving Spouses for eligibility for Federal, State and County Veterans Affairs benefits.

Two veterans came in for rent assistance **\$ 1,100.00**  
One Veteran came in for utilities assistance **\$ 237.23**  
One family came in for funeral assistance **\$ 2,033.00**

**Total in County Veteran Benefits paid: \$ 3,370.23**

The breakdown of the **187** Interviews were:

**164 men and 23 women.**

**11 served during WWII.**

**23 served during the Korean War.**

**81 served during the Vietnam War.**

**22 served during the Persian Gulf War.**

**15 served during the Cold War.**

**12 served in Iraq or Afghanistan (OIF, OEF, or OND)**

**3 Nation Guard, Reserves**

**20 Surviving Spouses of Veterans.**

**Home Town Outreach Program first FY Quarter 2022.**

July 13, 2022 Story City hospital conference room

July 20, 2022 Slater log Cabin

August 10, 2022 Colo Community Center

September 14, 2022 Zearing City Hall

September 28, 2022 Maxwell American legion

**Sincerely,**

**Brett McLain, Director  
Story County Veterans Affairs**



## Amendment

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Story County, Iowa with offices at 900 6<sup>th</sup> Street, Nevada, Iowa 50201 ("Client").

WHEREAS, Client and Tyler are parties to an agreement dated January 31, 2012 ("Agreement") governing Client's access to the Tyler Software and services described therein; and

WHEREAS, the term of the Agreement expires December 31, 2022 (for the purposes of this Amendment, the "Expiration Date");

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Amendment, Tyler and Client agree as follows:

1. Subscription Term. The term of the Agreement is hereby renewed for one (1) year commencing on the day following the Expiration Date (the "Renewal Term"). Upon expiration of the Renewal Term, the term of the Agreement will renew automatically for additional one (1) year renewal terms at Tyler's then-current subscription fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Tyler will provide the Client notice of any increase in subscription fees no less than sixty (60) days prior to the commencement of the applicable renewal term.
2. Subscription Fees. Subscription Fees for year one of the Renewal Term are 36,905.00. Subscription fees are invoiced annually in advance, beginning on the commencement date of the Renewal Term.
3. The subscription fees are based on the number of users described in the Agreement, and the Tyler Software may be accessed by no more than this number. Additional users may be added at then-current pricing, prorated for the remainder of the then-current annual term in effect at the time the additional users are added.
4. All terms and conditions of the Agreement not herein amended shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS  
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date(s) set forth below.

Tyler Technologies, Inc.

Story County, IA

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

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

Name: \_\_\_\_\_

Name: Latifah Faisal

Title: \_\_\_\_\_

Title: chair

Date: \_\_\_\_\_

Date: 10-25-22

10/25/2022 10:25:00 AM



2023 HOLIDAY CALENDAR  
(Story County Personnel Policies)  
(PPME Labor Agreements)

New Year's Day	Monday, January 2, 2023
Martin Luther King Dr. Day	Monday, January 16, 2023
President's Day	Monday, February 20, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Veteran's Day	Friday, November 10, 2023
Thanksgiving Day	Thursday, November 23, 2023
Friday after Thanksgiving	Friday, November 24, 2023

**APPROVED** **DENIED**  
Two days at Christmas Y Monday, December 25, 2023

Meeting Date: 12/25/22 Tuesday, December 26, 2023

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

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



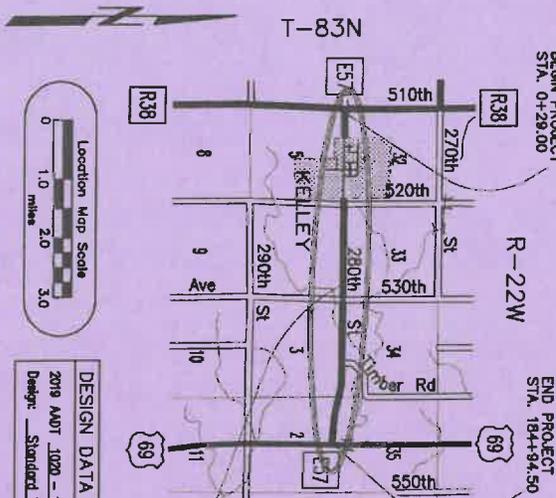
# STORY COUNTY

Letting Date **Jan. 18, 2023**

## HMA RESURFACING

Proj. No. FM-C085(173)-55-85

THE IOWA ENGINEERING BOARD HAS REVIEWED THIS PLAN AND APPROVES IT FOR CONSTRUCTION.



**UTILITY INFORMATION:**  
UTILITY COMPANIES WHOSE FACILITIES ARE SHOWN ON THE PLANS OR SHOWN TO BE WITHIN THE CONSTRUCTION LIMITS SHALL BE NOTIFIED BY THE CONTRACTOR OF THE CONSTRUCTION STARTING DATE AND SCHEDULED WORK IN THE AREA.

ALLIANT ENERGY: 800-256-4288  
CITY OF IOWA: 319-385-1000  
ENERGY TRANSPORT: 715-414-1429  
HURLEY COMMUNICATIONS NETWORK: 515-597-2281  
IOWA COMMUNICATIONS NETWORK: 800-572-3940  
ALBION NETWORK SERVICES: 515-830-0445  
IOWA STATE UNIVERSITY: 515-284-6312  
CONSULTECH: 515-681-4823  
MEDIACOM: 515-248-6888  
UNITE PRIVATE NETWORKS: 616-425-3066  
XENIA RURAL WATER: 515-678-2117

CONTRACTOR SHALL CALL ONE CALL AT LEAST 48 HOURS PRIOR TO BEGINNING WORK. ONE CALL: 1-800-592-6889

**PROJECT TRAFFIC CONTROL PLAN**  
THE ROAD WILL BE CLOSED TO ONE LANE TRAFFIC DURING CONSTRUCTION HOURS AND REFERRED TO TWO LANE TRAFFIC AT THE END OF EACH WORK DAY. LOCAL TRAFFIC TO ADJACENT PROPERTIES WILL BE MAINTAINED AS MUCH AS POSSIBLE. TRAFFIC CONTROL DEVICES, INCLUDING CONES, SIGNS, BARRIERS, AND PAVEMENT MARKINGS INSTALLED WITHIN THE LIMITS OF THIS PROJECT SHALL CONFORM TO THE MANUAL ON UTILITY TRAFFIC CONTROL, EDITION 2012, PUBLISHED BY THE IOWA ADMINISTRATIVE CODE (IAC) CHAPTER 131, AND MAINTAINED BY THE CONTRACTOR.

ALL TRAFFIC CONTROL DEVICES SHALL BE PLANNED, SPECIFIED, AND DETOUR SIGNED TO BE FURNISHED, PLACED, AND MAINTAINED BY STORY COUNTY IF NEEDED.

SEWERLINES SHALL BE CLOSED DURING CONSTRUCTION.

IOWA  
DEPARTMENT OF TRANSPORTATION  
Highway Division  
PLANS OF PROPOSED IMPROVEMENT ON THE

### FARM-TO-MARKET SYSTEM

### STORY COUNTY

### HMA RESURFACING

On E57, from County Route R36, east 3.5 miles to US Hwy 69.  
Refer to Proposed Form for a list of applicable specifications.

Scales: As Noted

It shall be the contractor's responsibility to provide water erosion or disposal sites for excess material (excavated material or broken concrete) which is not suitable for incorporation into the work. The contractor shall be responsible for obtaining the necessary permits of the State of Iowa. No payment for material will be allowed for material hauled to these sites. No material shall be placed within the right-of-way, unless specifically stated in the plans.

**ONE CALL**  
1-800-292-8989  
www.iowacall.com



I, the undersigned, hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.  
Signature: *David S. Sparks* Date: *10-17-22*

Story County Project Number: FM-C085(173)-55-85 Sheet No. A.01

Accepted by: *David S. Sparks* Date: *10-18-22*  
Story County Engineer  
Approved Story County Board of Supervisors

**STANDARD ROAD PLANS**

Number	Date	Title
M-230	10-20-15	DETECTABLE WARNINGS AND PEDESTRIAN RAMP
PM-110	04-21-20	LINE TYPES
PM-120	10-21-14	STOP LINES AND ISLANDS
PM-201	10-21-14	ROUNDOUTS FOR RESURFACING
PM-202	10-21-14	NOTCHES FOR RESURFACING (WITH OR WITHOUT ROUNDOUT)
PM-3	04-18-19	SAFETY EDGE
PM-10	04-21-20	REMOVE STRIP PANEL FOR INTERSECTION APPROACH
PM-202	04-21-20	HOT MIX ASPHALT RESURFACING
TC-1	10-15-19	WORK NOT AFFECTING TRAFFIC
TC-314	04-21-20	LANE CLOSURE WITH FLAGGERS FOR USE WITH PILOT CAR
TC-323	10-17-17	PAVEMENT MARKING OPERATIONS TWO-LANE
TC-292	10-15-19	UNEVEN LANES

**MILEAGE SUMMARY**

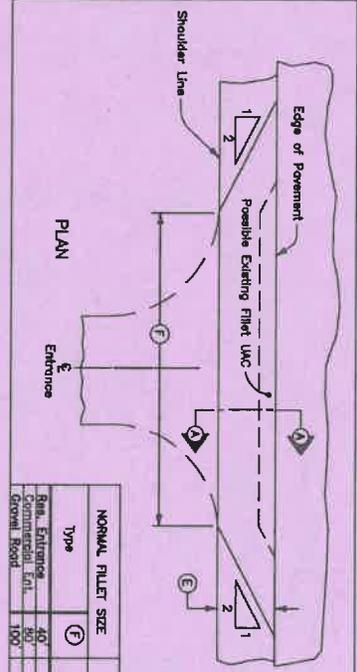
Dw.	Location	Ln. Ft.	Miles
1	STA. 0+29.00 TO STA. 184+42.70	184,137.0	3.467
Total		184,137.0	3.467

**INDEX OF SHEETS**

No.	Description
A.01	TITLE SHEET
B.01	TYPICAL SECTIONS SHEET
C.01	QUANTITY INFORMATION SHEET
C.02--03	TABULATIONS SHEETS
S.01	SIDEWALK PLAN VIEW
S.02	SIDEWALK TABULATIONS

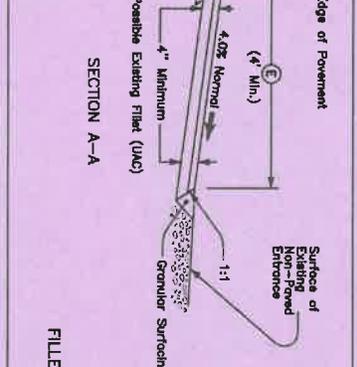
Project No. FM-C085(173)-55-85

Sheet Total: 7



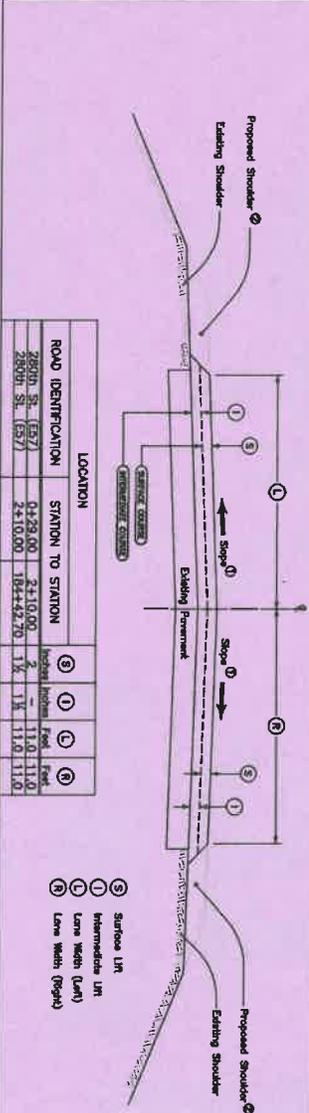
**NORMAL FILLET SIZE**

Type	①	②	③	④	⑤	⑥	⑦	⑧	⑨	⑩
Normal Fillet	4.0	2.0	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7
Entrance Fillet	4.0	2.0	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7
Gravel Road	100	4	4	4	4	4	4	4	4	4



**FILLET FOR NON-PAVED ENTRANCES (HMA Resurfacing Project)**

Note:  
 Construct uniform bituminous fillet of non-paved entrances to form drainage and other measures where practical, and at convenient intervals.  
 Special shaping of existing surface prior to placement of fillet may be required by the Engineer and is incidental to other work on the project.  
 Fillet shall be placed in the table on recommended and shall be section the size of each individual fillet to recommended conditions of the fillet.  
 HMA quantities included with material quantities.  
 ① Estimated at 145 lbs./cu. ft.  
 ② Estimated for 2 applications at 0.05 gal./sq. yd. The task by the Engineer.

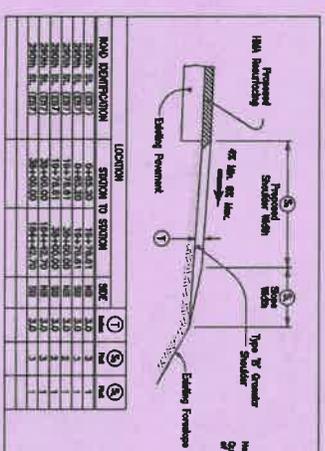
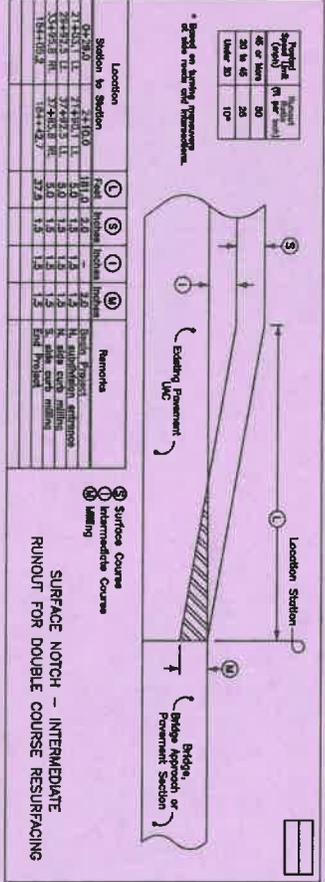


**LOCATION**

ROAD IDENTIFICATION	STATION TO STATION	①	②	③	④	⑤	⑥	⑦	⑧	⑨	⑩
2800th St. (657)	0+28.00 - 2+10.00	11.0	11.0	11.0	11.0	11.0	11.0	11.0	11.0	11.0	11.0
2800th St. (657)	2+10.00 - 18+44.70	1X									

**TYPICAL CROSS SECTION HMA RESURFACING**

Note:  
 ① HMA shall be placed in the table on recommended and shall be section the size of each individual fillet to recommended conditions of the fillet.  
 ② Estimated for 2 applications at 0.05 gal./sq. yd. The task by the Engineer.



**LOCATION**

ROAD IDENTIFICATION	STATION TO STATION	①	②	③	④	⑤	⑥	⑦	⑧	⑨	⑩
2800th St. (657)	0+28.00 - 2+10.00	11.0	11.0	11.0	11.0	11.0	11.0	11.0	11.0	11.0	11.0
2800th St. (657)	2+10.00 - 18+44.70	1X									

**TYPICAL SECTION FOR THE 'B' GRANULAR SHOULDER**

QUANTITY INFORMATION SHEET

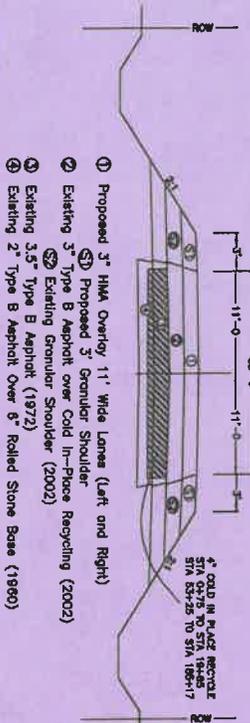
ESTIMATED PROJECT QUANTITIES OF QUANTITIES  
(1 DIVISION PROJECT)

ITEM	ITEM CODE	ITEM	UNIT	TOTAL
1	2102-0425070	SPECIAL BACKFILL	TON	3.5
2	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	4.3
3	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON	2,475.0
4	2212-0475095	CLEANING AND PREPARATION OF BASE	MI	3.5
5	2214-5145150	PAVEMENT SCARIFICATION	SY	839.9
6	2303-1032500	HMA, ST, INTERMEDIATE COURSE, 1/2 IN. MIX	TON	4,192.2
7	2303-1033500	HMA, ST, SURFACE COURSE 1/2 IN. MIX, NO SPECIAL FRICTION	TON	4,192.2
8	2303-1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	TON	503.1
9	2303-6911000	HMA PAVEMENT SAMPLES	LS	1.0
10	2303-7000810	PAYMENT ADJUSTMENT 1/2 FOR HMA MIXTURE (LABORATORY VOIDS)	EACH	4,192.2
11	2303-7000620	PAYMENT ADJUSTMENT 1/2 FOR HMA MIXTURE (FIELD VOIDS)	EACH	4,192.2
12	2303-9091010	RUMBLE STRIP PANEL (HMA SURFACE)	EACH	4.0
13	2511-6745900	REMOVAL OF SIDEWALK	SY	20.0
14	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	16.31
15	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	9.93
16	2511-7528101	DETECTABLE MARKINGS	SF	16.0
17	2527-9263109	PAINTED PAVEMENT MARKINGS, WATERBORNE/SOLVENT	STA	893.1
18	2528-8445110	TRAFFIC CONTROL	LS	1.0
19	2528-8445113	FLAGGER	EACH	42.00*
20	2528-8445115	PILOT CAR	EACH	6.00*
21	2533-4980005	MOBILIZATION	LS	1.0
22	2554-0212040	VALVE BOX ADJUSTMENT, MINOR	EACH	2.0

\* Estimate only. See Proposal for quantities.

PAVEMENT HISTORY

Sta. 38+00.00 to Sta. 185+04.80  
Sta. 0+17.00 to Sta. 29+96.50



- ① Proposed 3" HMA Overlay 11' Wide Lanes (Left and Right)
- ② Existing 3" Type B Asphalt over Cold In-Place Recycling (2002)
- ③ Existing 3.5" Type B Asphalt (1972)
- ④ Existing 2" Type B Asphalt Over 6" Rolled Stone Base (1960)

ESTIMATE REFERENCE INFORMATION

ITEM NO.	DESCRIPTION
1.	Item for sidewalk base. Material shall be placed 4" thick, leveled and compacted.
2.	Contractor to furnish topsoil to be used to backfill and blend into existing lawn. Topsoil shall be spread smooth for seeding (to be seeded by County). Quantity is estimated using thickness of proposed PCC sidewalk, blending 4" on each side.
3.	Item for 3" wide shoulders (road) and 2' wide in City of Kelley. See typical on Sheet B.01 for stationing and widths. Granular material quantity estimated using a unit weight of 125 lbs./ft <sup>3</sup> . Item includes all material, equipment and labor necessary to furnish, place and finish granular shoulders.
4.	Item includes both lanes, 3.5 miles in length.
5.	Refer to detail on Sheet B.01 for surface runoff details and scarification stationing. Item includes 5" wide shoulder milling on the north side from Sta. 29+92.5 to Sta. 37+92.5 and south side from Sta. 33+95.8 to Sta. 37+85.8 to tie the paved shoulder into the existing pavement.
6-7.	QMA shall apply. Quantity is for 3" thick (two 1 1/2" lifts) Standard Traffic design overlay with 11' wide vehicle lanes. Quantity was estimated using 148 lbs./ft <sup>2</sup> unit weight. Safety Edge shall be used on both kits. See Standard Road Plan PY-3 for details. Tack coat is incidental to this item. Quantity includes 159.9 tons for entrance fillets and paved shoulder fillets to tie into the existing pavement on the north side from Sta. 29+92.5 to Sta. 37+92.5 and south side from Sta. 33+95.8 to Sta. 37+85.8.
8.	Binder was estimated at 6% for both intermediate and surface lifts.
12.	Item for rumble strips installation in HMA surface course. See Standard Road Plan PY-10 for details and tabulation on Sheet C.02 for stationing. Method of measurement is by Count for Rumble Strip Panels properly installed at locations designated in these plans. Basis of payment is by EoCh. Payment is full compensation for construction of the panels as detailed in these plans.
13.	Existing sidewalk is 4" thick and 4 feet wide, north side and south side. All removed material shall become the property of the Contractor and removed from site. No buying of materials.
14-16.	Proposed PCC sidewalk with detectable warning panels shall be constructed as per plan on the north side and south side. See Standard Road Plan MI-220 and Sheet S.01-02 for more details.
17.	See tabulation on Sheet C.02 for pavement marking types, stationing, and quantities. Quantity includes an application of yellow centerline marking for both intermediate and surface lifts. One application of white edge lines for the surface lift only. Centerline shall be painted at the end of each day that centerline is covered by paving.
18.	See Project Traffic Control Plan on Sheet A.01 for traffic control notes and refer to TC Standard Road Plans for further details. Item includes two sidewalk closures at Sta. 33+92.4 Lt. and Rt.
19.	Flagger quantity is an estimate only. See Proposal for quantities.
20.	Pilot Car quantity is an estimate only. See Proposal for quantities.
22.	Item for the field adjustment of two water yoke cops located within the paving area. See Sheet S.01 plan view for station and offset.

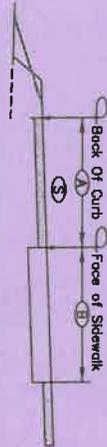
GENERAL NOTES

- 1. Story County will mark out scarification edgework and pavement markings.
- 2. Unless otherwise directed or authorized, all hot mix asphalt and other bituminous materials which are not specifically addressed or described in the contract documents shall become the property of the Contractor.
- 3. The Contractor, in accordance with current rules and regulations of the Iowa Department of Natural Resources, may:
  - 1. With the approval of the Engineer, blend or otherwise process the material for use with shoulder or special backfill aggregate, for use on the project.
  - 2. With the approval of the Engineer, place with material in areas designated by the Engineer as Soil Aggregate Subbase without extra charge.
  - 3. Remove the material from the project and stockpile for the contractor's future use.



SIDEWALKS

See MI-220 and S Sheets



Intersection/Road	Quadrant/Side	Length	A			S			4" PCC Sidewalk	6" PCC Sidewalk	8" PCC Sidewalk	10" PCC Sidewalk	Detectable Warnings	Remarks
			FL	HL	SL	FL	HL	SL						
Giddings St. (E57) and Hubble St.	NW (Lt.)	12.0	0.0	4.0	0.12	3.56	1.78					8.0	Parallel to Giddings St.	
Giddings St. (E57) and Hubble St.	NW (Lt.)	4.0	14.9	4.0	2.25	1.78						8.0	Parallel to Hubble St.	
Giddings St. (E57) and Hubble St.	SW (Rt.)	30.0	15.5	4.0	10.97	10.97	2.15					8.0	Parallel to Hubble St.	
Totals:						16.31	3.93					16.0		

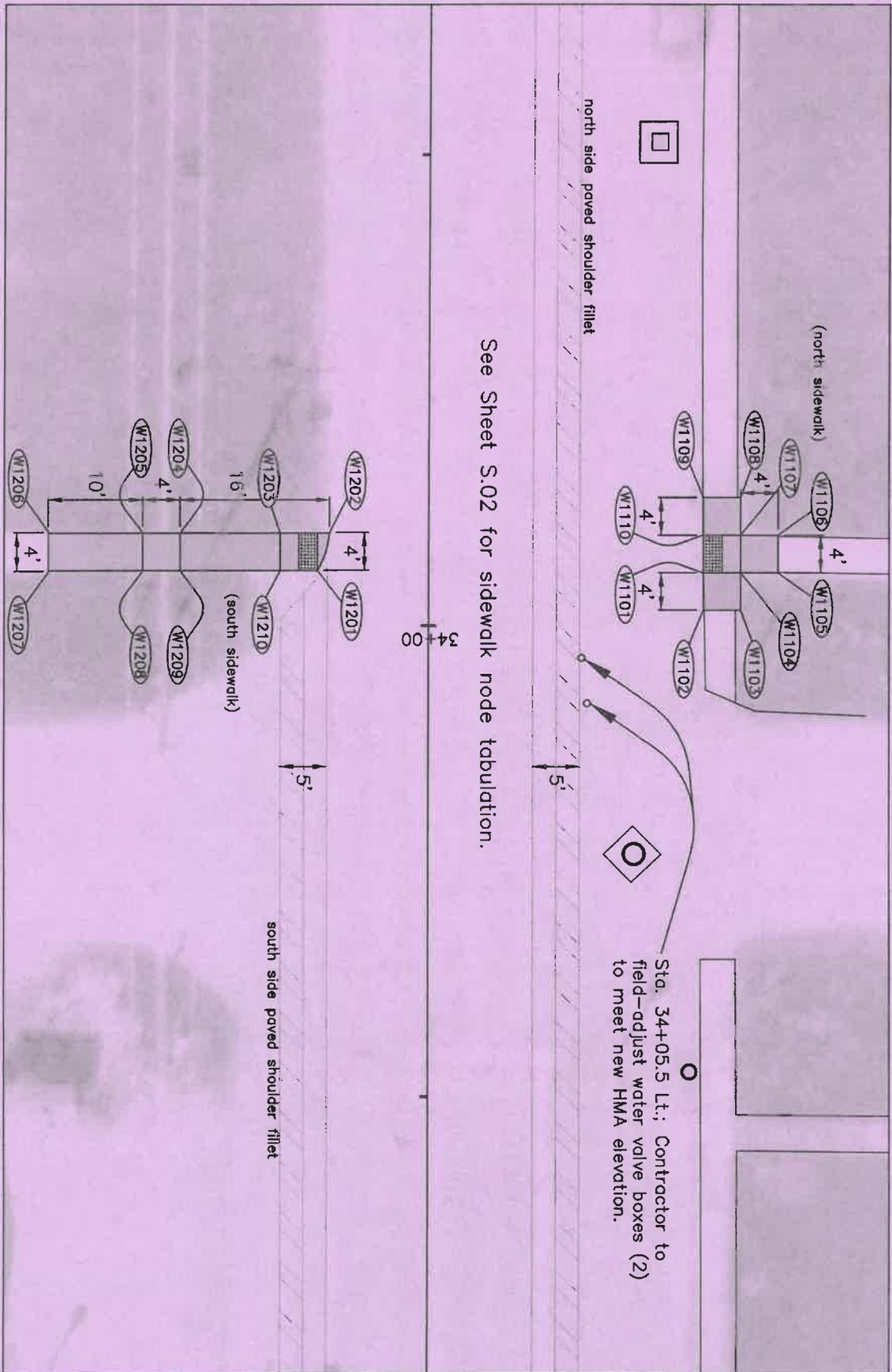
**RUMBLE STRIP PANELS**  
Refer to Standard Road Plan PW-10

ROAD ID.	STATION	SIDE	PAYMENT		REMARKS
			NEW	EXIST.	
2900th St.	8+50.0	LL	X		
2900th St.	14+24.4	LL	X		
2900th St.	17+78.3	RR	X		
2900th St.	179+50.0	RR	X		
TOTAL					4.00

DATE: 08/08/2008 10:58:53 AM

STORY COUNTY

PROJECT: 08-001 (173)-55-85

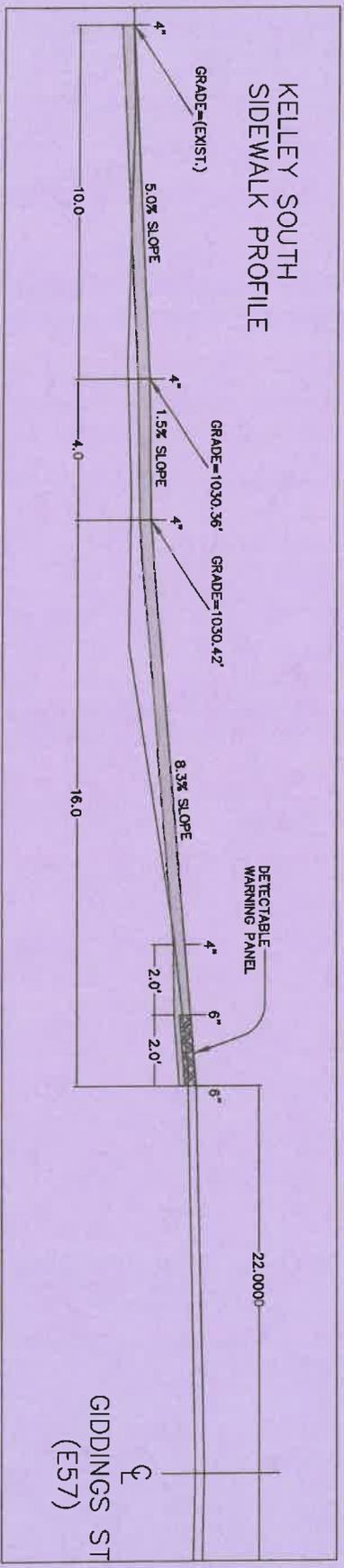


SIDEWALK PROFILE AND TABULATION

SIDEWALK COMPLIANCE

- \* Does not include curbs.
- ① Staking required by Contracting Authority per Article 2311.03 of the Standard Specifications.
- ② Refer to tabulation 113-01 for bid quantities.

Point to Point	Sidewalk Designation	" PCC Sidewalk ②	Distance* FT	Δ Elevation FT	Slope %	Match Existing Acceptable Pos. or Neg. Range	Staking Required on this Quadrant? ①	Measured Slope %	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
											Point	Station	Offset	Elevation
WH101	WH102	Ramp Running Slope	6 to 4	4.0	0.11	2.75	0.5% to 8.3%				WH101	33+86.33	29.35 Lt.	1030.47
WH101	WH104	Landing/Turning Slope	6	4.0	-0.03	-0.75	0.0% to 1.5%				WH102	33+86.33	33.35 Lt.	1030.58
WH102	WH103	Match Existing Cross Slope	4	4.0	0.12	3.00	Match Existing				WH103	33+90.33	29.35 Lt.	1030.70
WH103	WH104	Ramp Running Slope	4 to 6	4.0	-0.26	-6.50	0.5% to 8.3%				WH104	33+90.33	33.35 Lt.	1030.44
WH104	WH105	Ramp Running Slope	6 to 4	4.0	0.00	0.00	0.5% to 8.3%				WH105	33+90.33	37.35 Lt.	1030.44
WH104	WH107	Landing/Turning Slope	6	4.0	-0.03	-0.75	0.0% to 1.5%				WH106	33+94.33	29.35 Lt.	1030.50
WH105	WH106	Match Existing Cross Slope	4	4.0	0.06	1.50	Match Existing				WH107	33+94.33	33.35 Lt.	1030.41
WH106	WH107	Ramp Running Slope	4 to 6	4.0	-0.09	-2.25	0.5% to 8.3%				WH108	33+94.33	37.35 Lt.	1030.32
WH107	WH108	Ramp Running Slope	6	4.0	0.01	0.25	0.0% to 1.5%				WH109	33+98.33	29.35 Lt.	1030.29
WH108	WH109	Match Existing Cross Slope	6 to 4	4.0	-0.09	-2.25	0.5% to 8.3%				WH110	33+98.33	33.35 Lt.	1030.42
WH109	WH110	Ramp Running Slope	4 to 6	4.0	-0.03	-0.75	Match Existing				WH201	33+90.13	11.78 Rt.	1030.64
WH110	WH101	Match Existing Cross Slope	6	4.0	0.05	1.25	Match Existing				WH202	33+90.13	10.56 Rt.	1031.75
WH201	WH202	Match Existing Cross Slope	6	4.25	0.00	0.00	Match Existing				WH203	33+90.13	15.87 Rt.	1031.31
WH202	WH203	Ramp Running Slope	6	4.0	-0.33	-8.30	0.5% to 8.3%				WH204	33+90.13	26.56 Rt.	1030.42
WH203	WH210	Ramp Running Slope	6	4.0	0.00	0.00	0.0% to 1.5%				WH205	33+90.13	30.56 Rt.	1030.36
WH203	WH204	Ramp Running Slope	6 to 4	12.0	-0.89	-8.30	0.5% to 8.3%				WH206	33+94.13	40.56 Rt.	1029.86
WH204	WH205	Landing Running Slope	4	4.0	-0.06	-1.50	0.0% to 1.5%				WH207	33+94.13	40.47 Rt.	1029.86
WH204	WH209	Landing Slope	4	4.0	0.00	0.00	0.0% to 1.5%				WH208	33+94.13	30.47 Rt.	1030.36
WH205	WH206	Landing Slope	4	4.0	0.00	0.00	0.0% to 1.5%				WH209	33+94.13	26.47 Rt.	1030.42
WH205	WH207	Sidewalk Running Slope	4	10.0	-0.50	-5.00	0.5% to 5.0%				WH210	33+94.13	15.78 Rt.	1031.31
WH206	WH207	Match Existing Cross Slope	4	4.0	0.00	0.00	Match Existing							
WH207	WH208	Sidewalk Running Slope	4	10.0	0.50	5.00	0.5% to 5.0%							
WH207	WH209	Landing Running Slope	4	4.0	0.06	1.50	0.0% to 1.5%							
WH208	WH210	Ramp Running Slope	4 to 6	10.7	0.89	8.30	0.5% to 8.3%							
WH209	WH201	Ramp Running Slope	6	4.0	0.33	8.30	0.5% to 8.3%							
WH210	WH201	Ramp Running Slope	6	4.0	0.33	8.30	0.5% to 8.3%							



STORY COUNTY





QUANTITY INFORMATION SHEET

ESTIMATED PROJECT QUANTITIES OF QUANTITIES  
(1 DIVISION PROJECT)

ITEM	ITEM CODE	ITEM	UNIT	TOTAL
1	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON	3,132.4
2	2212-0475095	CLEANING AND PREPARATION OF BASE	MILE	2.5
3	2214-5145150	PAVEMENT SCARIFICATION	SY	394.6
4	2303-1032500	HMA, ST. INTERMEDIATE COURSE, 1/2 IN. MIX	TON	3,127.0
5	2303-1033500	HMA, ST. SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION	TON	3,127.0
6	2303-1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	TON	375.2
7	2303-6911000	HMA PAVEMENT SAMPLES	LS	1.0
8	2303-7000610	PAYMENT ADJUSTMENT I/D FOR HMA MIXTURE (LABORATORY VOIDS)	EACH	3,127.0
9	2303-7000620	PAYMENT ADJUSTMENT I/D FOR HMA MIXTURE (FIELD VOIDS)	EACH	3,127.0
10	2303-9091010	RUMBLE STRIP PANEL (HMA SURFACE)	EACH	2.0
11	2827-9263109	PAINTED PAVEMENT MARKINGS, WATERBORNE/SOLVENT	STA	420.74
12	2828-8445110	TRAFFIC CONTROL	LS	1.0
13	2828-8445113	FLAGGER	EACH	30.0*
14	2828-8445115	PILOT CAR	EACH	8.0*
15	2833-4980005	MOBILIZATION	LS	1.0

\* Estimate only. See Proposal for quantities.

GENERAL NOTES

Story County will mark out scotification sawcuts and pavement markings.

Unless otherwise directed or authorized, all hot mix asphalt and other bituminous materials which are not specifically addressed or described in the contract documents shall become the property of the Contractor.

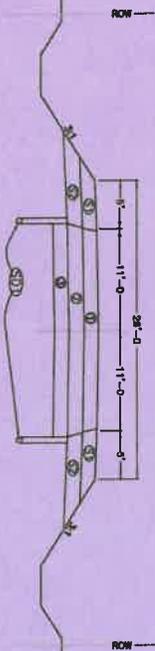
1. With the approval of the Engineer, haul or otherwise process the material for use with shoulder or special backfill aggregates, for use on the project.
2. With the approval of the Engineer, place with material in areas designated by the Engineer as Soil Aggregate Subbase without extra charge.
3. Remove the material from the project and stockpile for the contractor's future use.

ESTIMATE REFERENCE INFORMATION

ITEM NO.	DESCRIPTION
1.	Item for 6' wide shoulders (on each side). See typical section on Sheet C02 for details. Granular material quantity estimated using a unit weight of 125 lbs./ft <sup>3</sup> . Item includes all material, equipment and labor necessary to furnish, place and finish granular shoulders.
3.	Item for milling the transitions at BQP, EOP, and paved shoulders and entrances. See tabulation on Sheet C02 for itemization and stationing.
4-5.	HMA shall apply. Quantity is for 3" thick (Standard Traffic design) overlay with 11' wide lanes. Quantity was estimated using 148 lbs./ft <sup>2</sup> unit weight. Quantity includes 95.5 tons for entrance files and shoulder intersections. Tack coat is incidental to this item. Safety Edge shall be used on both lifts.
6.	Binder was estimated at 6% for both intermediate and surface lifts.
10.	Item for rumble strips installation in HMA surface course. See Standard Road plan P4-10 for details, and tabulation on Sheet C02, for stationing. Method of measurement is by Count for Rumble Strip Panels properly installed at locations designated in these plans. Quantity of payment is by Each. Payment is full compensation for construction of the panels as detailed in these plans.
11.	See tabulation on Sheet C02 for pavement marking types, stationing, and quantities. Quantity includes an application of yellow centerline marking for both intermediate and surface lifts. Centerline shall be painted at the end of each day that centerline is covered by paving.
12.	See Project Traffic Control Plan on Sheet A.01 for traffic control notes, and refer to TC Standard Road Plans for further details. Traffic control shall include "Shoulder Dropoff" signage at shoulder intersections, until granular shoulders have been placed.
13.	Flagger quantity is an estimate only. *See Proposal for Quantities.
14.	Pilot Car quantity is an estimate only. *See Proposal for Quantities.

PAVEMENT HISTORY

Sta. 24+75.00 to Sta. 158+08.50



- 1 Proposed 3" HMA Overlay
- 2 Existing 3 1/2" HMA Overlay on Rubblized PCC (1989)
- 3 Existing PCC Over Rolled Stone Base (1970)
- 4 Proposed 2" Granular Shoulder
- 5 Existing Granular Shoulder
- 6 Existing Longitudinal Subdrains (1988)

PAVEMENT MARKING LINE TYPES

48CY4 - Place on the same side of the roadway to match existing markings near the project.  
 48NY4 - For widening purposes only. No Painting Zone Lines will be located in the field.  
 BCY4: Broken Centerline (Yellow) @ 0.25 DCY4: Double Centerline (Yellow) @ 2.00  
 ELW4: Broken Lane Line (White) @ 0.25 ELY4: Edge Line Left (Yellow) @ 1.00  
 ELY4: Edge Line Right (White) @ 1.00  
 444NY4 - Factor of 1.00 on value includes number of 4-inch passes to cover median noise area.  
 NY4: No Passing Zone Line (Yellow) @ 1.25  
 SB24: Stop Bar (White) @ 0.00  
 CH2: Channelizing Lane (Yellow) @ 2.00

Road ID	Station to Station	Dir. of Travel	Temporary Marking Type	Length By Line Type (Unfactored)		ELW4		ELY4		CH2		SB24		Remarks
				L	R	SIA	STA	SIA	STA	SIA	STA	SIA	STA	
G.W. Corner Ave.	244+75.0	48+72.7	NB	Temporary										
G.W. Corner Ave.	48+72.7	54+70.3	NB	Temporary										
G.W. Corner Ave.	54+70.3	57+12.8	NB	Temporary										
G.W. Corner Ave.	57+12.8	64+58.1	NB	Temporary										
G.W. Corner Ave.	64+58.1	120+37.2	NB	Temporary										
G.W. Corner Ave.	120+37.2	129+78.4	NB	Temporary										
G.W. Corner Ave.	129+78.4	130+30.2	NB	Temporary										
G.W. Corner Ave.	130+30.2	138+18.1	NB	Temporary										
G.W. Corner Ave.	138+18.1	151+88.4	NB	Temporary										
G.W. Corner Ave.	151+88.4	158+01.7	NB	Temporary										
G.W. Corner Ave.	15+34.7	44+72.7	NB	Permanent										
G.W. Corner Ave.	44+72.7	54+70.3	NB	Permanent										
G.W. Corner Ave.	54+70.3	57+12.8	NB	Permanent										
G.W. Corner Ave.	57+12.8	64+58.1	NB	Permanent										
G.W. Corner Ave.	64+58.1	120+37.2	NB	Permanent										
G.W. Corner Ave.	120+37.2	129+78.4	NB	Permanent										
G.W. Corner Ave.	129+78.4	130+30.2	NB	Permanent										
G.W. Corner Ave.	130+30.2	138+18.1	NB	Permanent										
G.W. Corner Ave.	138+18.1	151+88.4	NB	Permanent										
G.W. Corner Ave.	151+88.4	158+01.7	NB	Permanent										
G.W. Corner Ave.	28+17.0	52+41.7	SS	Permanent										
G.W. Corner Ave.	52+41.7	103+28.3	SS	Permanent										
G.W. Corner Ave.	103+28.3	158+01.7	SS	Permanent										
G.W. Corner Ave.	6+71.5	52+41.7	NB	Permanent										
G.W. Corner Ave.	52+41.7	103+28.3	NB	Permanent										
G.W. Corner Ave.	103+28.3	158+01.7	NB	Permanent										
G.W. Corner Ave.	158+01.7	158+01.7	NB	Permanent										
					176,912	1,038	68,528	241,034	1,00	2,00		0.289		
					0.25	2.00	1.25	1.00				0.00		
					43,983	2,072	111,908	261,034				1,724		
					Sheet Total: 420,741									

NOTCHES AND RUNOUTS FOR RESURFACING

0 Bid Item. Applies only to Types 'N1' and 'N3' on PR-202. Refer to 100-25 for remaining values.  
 Refer to PG-210 and PG-201.

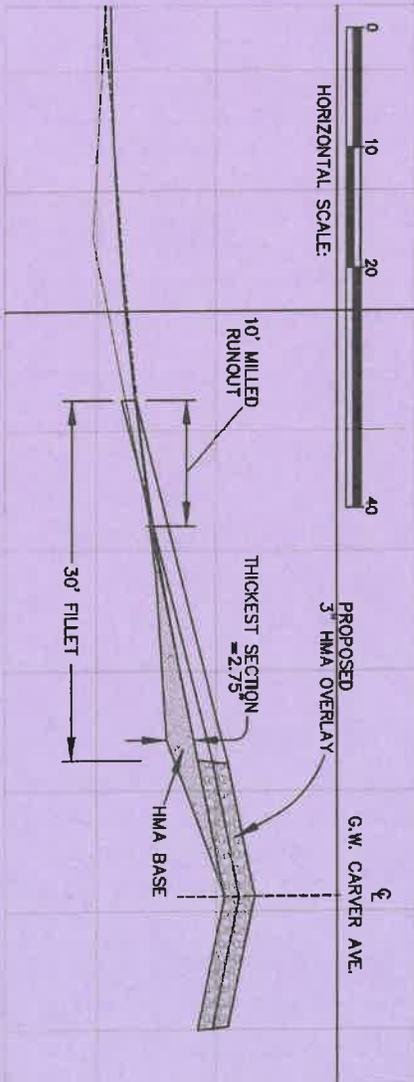
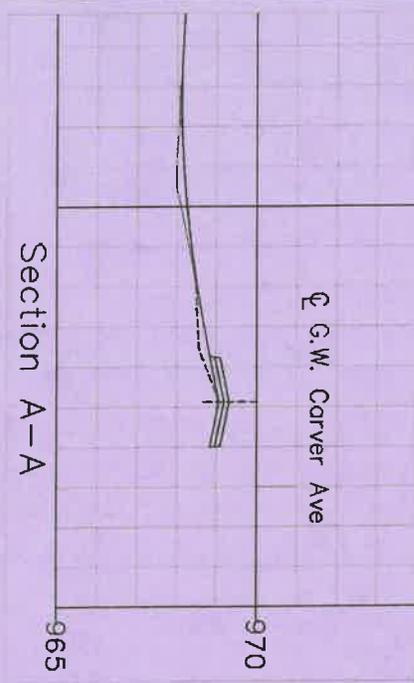
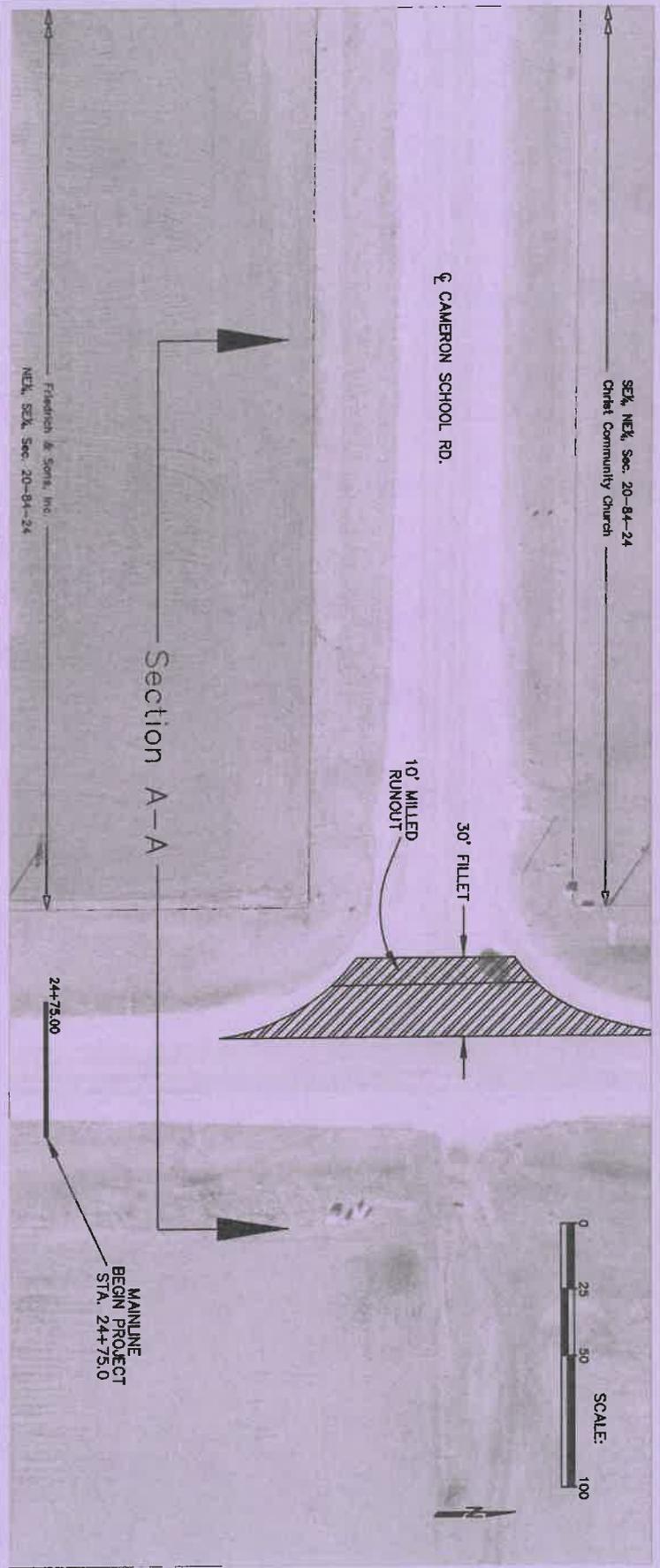
LOCATION STATION	TYPE OF NOTCH OR RUNOUT	N1		N3		PAVEMENT SCARIFICATION	REMARKS
		③	①	①	①		
244+75.00	N3	1.6	1.6	75	1.5	ST	30P millings
244+84.5 LL	N3	1.6	1.6	49.83	1.5	ST	Common School Rd. Redline
244+84.4 RL	N3	1.6	1.6	18	1.5	ST	Common School Rd. Redline
244+84.4 LL	N3	1.6	1.6	18	1.5	ST	Common School Rd. Redline
244+84.4 RL	N3	1.6	1.6	18	1.5	ST	Common School Rd. Redline
244+84.4 LL	N3	1.6	1.6	18	1.5	ST	Common School Rd. Redline
244+84.4 RL	N3	1.6	1.6	18	1.5	ST	Common School Rd. Redline
244+84.4 LL	N3	1.6	1.6	18	1.5	ST	Common School Rd. Redline
244+84.4 RL	N3	1.6	1.6	18	1.5	ST	Common School Rd. Redline
244+84.4 LL	N3	1.6	1.6	18	1.5	ST	Common School Rd. Redline
244+84.4 RL	N3	1.6	1.6	18	1.5	ST	Common School Rd. Redline
244+84.4 LL	N3	1.6	1.6	18	1.5	ST	Common School Rd. Redline
244+84.4 RL	N3	1.6	1.6	18	1.5	ST	Common School Rd. Redline
244+84.4 LL	N3	1.6	1.6	18	1.5	ST	Common School Rd. Redline
244+84.4 RL	N3	1.6	1.6	18	1.5	ST	Common School Rd. Redline

RUMBLE STRIP PANELS

Refer to Standard Road Plan PR-10

ROAD ID	LOCATION	STATION	SIZE	NEW	EXIST.	REMARKS
G.W. Corner Ave.	148+51.00 RL		18"	X		
G.W. Corner Ave.	144+78.00 RL		18"	X		
TOTAL: 2.0						

INTERSECTION DETAIL SHEET



FILED FOR RECORD IN THE PUBLIC RECORDS OF STORY COUNTY, IOWA, ON 04/23/2018 AT 10:00 AM. BY: JESSICA L. HARRIS, COUNTY CLERK.

STORY COUNTY

FM-C085(172)-55-85



Grant Agreement  
**CONTRACT FOR WATER MAIN IMPROVEMENT PROJECT – DESIGN WORK – CITY OF ZEARING, ARPA  
SUBRECIPIENT NO. 24  
Municipalities**

THIS AGREEMENT (“Agreement”) is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as “County”, and the City of Zearing, Iowa, the Municipality, a political subdivision of the State of Iowa located within the territorial boundaries of Story County, listed in the application attached hereto as Exhibit A hereinafter referred to as “Subrecipient”, whose mailing address and telephone number is 105 W Main Street, P.O. Box 235, Zearing, IA 50278, telephone 641-487-7477.

**1. PURPOSE AND INTENT.**

The purpose of the agreement is for the Subrecipient to “The purpose of the project is bidding for an engineering firm to construct plans and obtain the necessary permits. With guidance from an engineering firm, we develop a plan/map and divide the town into sections to begin the installation of water lines” as outlined in Exhibit A and B. Funding awarded the recipient is a subaward of the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from “*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*” dated February 28, 2022, version 3.0.)

**2. REPRESENTATION OF THE SUBRECIPIENT.**

Recognizing that the County is relying hereon, the Subrecipient represents, as of the date of this Agreement, to follow the key principles as set out in the SLFRF and additionally as follows:

- (A) **Organization; Power, etc.** The Subrecipient is a political subdivision of the State located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the use of Grant funds described in the Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (B) **Authority.** The Subrecipient has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of the Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Subrecipient that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Subrecipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Subrecipient to the terms and conditions herein.
- (C) **No Litigation.** No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Subrecipient executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate

existence of the Subrecipient nor the title to office of any authorized representatives of the Subrecipient executing this Agreement, is being contested.

- (D) **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the Subrecipient of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Subrecipient is a party or by which it or any of its properties is bound.
- (E) **SAM.gov Registration.** Subrecipient shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") listed in Exhibit A is the correct number for the Subrecipient as of the date hereof. If Grantee is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Grantee.
- (F) **Binding Agreement.** This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Subrecipient, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (G) **Information Submitted.** All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (H) **Ratification.** By executing this Agreement, the Subrecipient (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).

### 3. GRANT INFORMATION.

- (A) **Grant Amount.** The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one Grant in the Amount specified on the Award Letter attached as Exhibit A hereto.
- (B) **Project and Schedule**
  - a. **Grant Purpose.** The Grant is being made solely to finance the project described in the applicable Application. It is understood by Subrecipient that if funding is received to be added to an existing program, recipient must expend existing program funds prior to accessing SLFRF funds.
  - b. **Grant Expenditure Schedule.** The Grant will not pay any costs other than those incurred beginning after January 25, 2022. The final date for expending the County's SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Subrecipient agrees to notify the County in writing prior to June 30, 2024 so that funding may be reallocated. Therefore, all grant funds that remain unexpended as of June 30, 2024, must be returned to the County unless, by June 30,

2024, the Subrecipient submits a satisfactory plan to spend the funds by December 31, 2026.

- (C) **Grant Award Package.** In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).
- a. **Executed Grant Agreement.** The County shall receive a duly executed original of this Agreement.
  - b. **Expiration of Offer.** The Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date of receipt via email of the Award Letter (Exhibit A) by the Subrecipient. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of the Grant.

#### 4. AFFIRMATIVE COVENANTS.

- (A) **Recoupment and Costs.** The Subrecipient acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant becoming subject to recoupment (including, without limitation, as described in the Application). If subject to recoupment, the County will notify the Subrecipient in writing and the Subrecipient shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Subrecipient shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.
- (B) **Use of Disbursements.** The Subrecipient shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Section 3 hereof. The Subrecipient shall be responsible for compliance with, and shall comply in all material respects with, all applicable federal, state and local law and regulations, whether or not such law or regulations are expressly referenced herein.
- (C) **Reporting and Compliance with Laws.** The Subrecipient shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Subrecipient agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Subrecipient covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- (D) **Additional Project Funding.** The Subrecipient shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Subrecipient will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.
- (E) **Indemnification.** To the fullest extent permitted by law, the Subrecipient agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys',

accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Subrecipient to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Subrecipient hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Subrecipient to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Subrecipient under this Section. The obligations of the Subrecipient under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Subrecipient to indemnify any Indemnified Person.

- (F) **Recordkeeping.** The Subrecipient shall maintain accounts and records with respect to the Project and Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Subrecipient shall keep and maintain all financial records and supporting documentation related to the Project and Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Subrecipient shall collect, transmit, and store such records in open and machine-readable formats. Subrecipient agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Subrecipient agrees to make such accounts and records available for on-site inspection during regular business hours of the Subrecipient and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

The Subrecipient shall permit the County or any party designated by it upon reasonable prior notice to the Subrecipient to examine, visit and inspect the Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Subrecipient pertaining to the Project and/or the Grant.

- (G) **Single-Audit.** The Subrecipient acknowledges that by accepting the Grant, it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Subrecipient further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

(H) **Performance Measures.** As defined in Exhibit C, Subrecipient acknowledges the applicability of performance measures and that funding is contingent on ongoing compliance with the performance measures.

5. **TERMINATION AND REMEDIES.** This agreement is effective on the 25<sup>th</sup> day of October, 2022

(A) **Termination.**

- a. **Termination by the County.** The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:
  - i. if the Subrecipient has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
  - ii. if any representation or warranty made by the Subrecipient in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- b. **Notice of Termination.** The County shall provide the Subrecipient with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- c. **Effect of Termination.** Upon termination of this Agreement or any Grant, the Subrecipient shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Subrecipient, but in no event more than 60 days from the date of such termination.

(B) **Term.** This Agreement shall remain in effect until one of the following events has occurred:

- a. The Subrecipient and the County replace this Agreement with another written agreement;
- b. All of the Subrecipient's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- c. This Agreement has been terminated pursuant to the provisions of Section 5.A hereof.

6. **MISCELLANEOUS.**

(A) **Notices.** All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered,

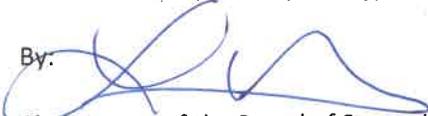
- a. in the case of the County, to Leanne A. Harter, County Outreach and Special Projects Manager, Story County Administration, 900 6<sup>th</sup> Street, Nevada, Iowa 50201, and
- b. in the case of the Subrecipient, to the address specified in this Agreement; or
- c. as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

- (B) **No Waiver.** No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.
- (C) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Subrecipient and the County and their respective successors and assigns, except that the Subrecipient may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.
- (D) **Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, one Application is attached hereto as Exhibit B and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the Subrecipient may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.
- (E) **Headings.** The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.
- (F) **Severability.** If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.
- (G) **Further Assurances.** Subrecipient agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.
- (H) **Third-Party Beneficiaries.** This Agreement is exclusively between the County and the Subrecipient, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Subrecipient and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Subrecipient. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Subrecipient and the Indemnified Persons.
- (I) **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and

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

STORY COUNTY, IOWA (County)

By:



Chairperson of the Board of Supervisors

Dated: 10.25.22

Tim Reel (Subrecipient)

By:

Mayor, City of Zearing

Dated: 10-10-22

the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public 6.

**7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.**

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

[Remainder of page intentionally left blank; signature page follows.]

## Schedule A Reporting Requirements and Schedule

### Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event within five business days of the occurrence thereof) to the County:

- (A) The inclusion of the Subrecipient, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (B) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

### On Demand Reporting

The Subrecipient shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

### Scheduled Reporting

- (A) Quarterly Reporting. Using the forms provided and, in the manner, as provided by Story County, the Subrecipient shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the County not later than the third (3<sup>rd</sup>) business day following the end of each quarter and shall contain:
  - a. Project Status
    - i. Not started
    - ii. Completed less than 50%
    - iii. Completed 50% or more
    - iv. Completed
  - b. Obligations and Expenditures
    - i. Total Cumulative Obligations
    - ii. Total Cumulative Expenditures
    - iii. Current Period Obligations
    - iv. Current Period Expenditures
  - c. Program Income: Any program income earned and expended to cover eligible project costs, if applicable.
  - d. Project Demographic Distribution
    - i. What Impacted and/or Disproportionately Impacted population does this project primarily serve?
    - ii. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, select up to two additional populations served.
  - e. For the Applicable Expenditure Category, Subrecipient will provide mandatory performance indicators and programmatic data as follows:
    - i. Household Assistance (EC 2.1-2.8) and Housing Support (EC 3.10-3.12):
      - Number of people or households receiving eviction prevention services (including legal representation)

- Number of affordable housing units preserved or developed
  - Number of individuals/families provided food assistance
  - ii. Negative Economic Impacts (EC 1.1-3.5):
    - Number of workers enrolled in sectoral job training programs
    - Number of workers completing sectoral job training programs
    - Number of people participating in summer youth employment programs
  - iii. Education Assistance (EC 3.1-3.5):
    - Number of students participating in evidence-based tutoring programs
  - iv. Healthy Childhood Environments (EC 3.6-3.9):
    - Number of children served by childcare and early learning (pre-school/pre-K/ages 3- 5)
    - Number of families served by home visiting
  - v. Water and sewer projects (EC 5.1-5.18)
    - National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
    - Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
    - Median Household Income of service area
    - Lowest Quintile Income of the service area
    - Certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Subrecipient is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti- discrimination laws (or a has delivered to the County in writing a full accounting of all instances on noncompliance); and
  - f. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s) as specified in Exhibit C.
- (B) Close Out Reporting. The Subrecipient shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

**Story County, Iowa  
American  
Rescue Plan Act**



**Project and Program  
Proposals  
External Community  
Organizations**

---

## AWARD NOTIFICATION

---

**Project ID:**

24

**Name of Project:**

Water Main Improvement Project

**Organization Name:**

City of Zearing

**Organization Address:**

105 W Main Street, P.O. Box 235  
Zearing, IA 50278

**Official Name of Organization (to be used on contracts):**

City of Zearing

**Official Address of Organization (to be used on contracts):**

105 W Main Street, P.O. Box 235  
Zearing, IA 50278

**Name of CEO/Individual Appointed to Sign Contracts:**

Karen M. Davis, City Clerk

**Contact Person Name, Title, Email and Phone Number:**

Karen M. Davis, City Clerk, [zearing@netins.net](mailto:zearing@netins.net), 641-487-7477

**Amount of Award**

\$134,330.00

**Project Summary Narrative**

The purpose of the project is bidding for an engineering firm to construct plans and obtain the necessary permits. With guidance from an engineering firm, we develop a plan/map and divide the town into sections to begin the installation of water lines.

**Date of Award Notification**

July 19 2022

---

**For Office Use Only**

**Date Distributed:** July 19, 2022 Via Email

**EXHIBIT B**

**Subrecipient Application**

Subrecipient Name: City of Zearing, Iowa

Award #: 24

Award Amount:

\$134,330.00

Date Preliminary Award Acted Upon by the Story County Board of Supervisors: January 25, 2022

***Application submitted by Subrecipient to Story County, Iowa follows.***

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

---

### **Checklist**

This checklist is provided as a tool to assist you in the completion of your application. Remember, late and/ or incomplete applications will not be accepted. If you have questions regarding your application, please contact Sandra King at (515) 382-7200 or [ARPA@storycountyiowa.gov](mailto:ARPA@storycountyiowa.gov).

(Initial each statement after reading)

- KMD Did you sign the certification page and initial all the certification statements?
  
- KMD If mailing your application, did you leave enough time for the post office to deliver it? Remember, postmarks will not be accepted, and late application will be disqualified.
  
- KMD I have reviewed and will abide by Chapter 2, Part 200 of the Code of Federal Regulation (CFR) and Title 6 of the Civil Rights Act of 1964.
  
- KMD I understand that interim reports on a quarterly basis to Story County will be required. In addition, a project wrap-up report is required upon completion of project.

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

---

## Certification

***By signing this application, I understand and affirm that: (initial each statement after reading)***

KMD If awarded, requested funds will be used only for purposes described in this application. I understand the use of funds are subject to audit by the State Auditor.

KMD If awarded, my organization intends to enter into a contract as required by Story County, Iowa, provide liability insurance as may be required for the duration of the contract naming Story County as an additional insured and in an amount determined by the County. In addition, my organization will provide proof of or obtain any business license, if required.

KMD I have reviewed, and if awarded funds, will abide by all federal, state, and local procurement policies.

KMD Grants awards will be determined by Story County in its sole discretion. Applications may be awarded for the full or a partial amount of the grant requested, or declined.

KMD I certify that I have the legal authority of the organization represented in this application to submit this request for funding on its behalf, and I further certify that the information submitted in this application is true and correct to the best of my knowledge. I understand that Story County will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.

Karen M. Davis

City Clerk

Print Name

Title



10/15/2021

Signature

Date

## ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

---

### APPLICANT INFORMATION

Organization Name:

City of Zearing

Organization Address:

105 W.Main St., PO Box 235  
Zearing, IA 50278

Contact Person Name, Title, Email  
and Phone Number:

Karen M. Davis  
City Clerk  
zearing@netins.net  
641-487-7477

Organization Website:

www.zearingiowa.com

IRS Designation:

Government - Exempt

Federal Tax ID:

42-6005391

**Is this organization under ecclesiastical or sectarian management or control, as specified in Iowa Code 331.901(5)?**

- Yes (*Please note: funds eligibility depends on the intended use of the funds and compliance with Iowa Code requirements. Please continue completing the application and a preliminary determination of eligibility will be communicated to you upon submission.*)
- No

**What is the intended purpose/use of the funds?**

The requested funds would be used for the replacement water main lines as well as the additional installation of water mains. These repairs and additions will provide the residents of Zearing with increased water pressure and additional protection in cases of water emergencies such as water main breaks. The additional water lines will allow for water shut off valves to be installed, helping to minimize water service disruptions.

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

---

**Has applicant received previous funding from Story County?**

Yes

Date and amount of last  
funding receipt.

TAC 6/16/2021 \$1054.82  
SCEDG FUNDING ALSO

No

### **PROJECT/PROGRAM INFORMATION**

**Project/Program Name:**

City of Zearing Water Main Improvement Project

**Project/Program Purpose:**

To improve and protect the water supply in the City of Zearing during normal operations as well as emergency situations.

**Requested Story  
County ARPA  
funding amount:**

**Under which approved ARPA usage requirement does your proposed concept fall? Please check all applicable.**

- Support the public health response
- Address negative economic impacts caused by the public health emergency
- Invest in water, sewer, and broadband infrastructure

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

---

**Can your project be fully committed (under contract) by December 2024?**

Yes

No

**Can your project be completed by December 2026?**

Yes

No

**Describe the project goals/objectives and how your proposal fulfills a public need that has been created or exacerbated by the COVID-19 pandemic. How will the project achieve these goals (what specific services will be provided)?**

The COVID-19 pandemic forced residents to change their day to day lives dramatically. Many residents were required to work from home and with the school closures, this resulted in higher water usage and demand on the City of Zearing's water supply and infrastructure. This increased usage resulted in lower water pressures in different areas of the community. The additional understanding that more people in their homes could put more stress on the water supply in an emergency situation such as a fire.

This project will allow the City to address the needs of water supply to customers as well as provide additional fire hydrants for fire protection in the community.

**Describe how the success of your project/program will be evaluated and what is the desired community impact.**

Success of this project will be noticed by the residents of the community with increased water pressure in their homes. There will also be an increase in fire protection with the additional hydrants through out the community as well. This project will also provide additional valves to re-route water in times of emergency which will lessen the number of residents affected.

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

---

**Who will be responsible for performing the work and achieving stated goals and objectives? How is this person qualified?**

The City of Zearing will ultimately be responsible for this project. The City plans to hire an engineering firm to construct the proper drawings and secure the necessary permits. We will then utilize a contractor to install the new water lines, water valves and hydrants. Then we will hire an asphalt company to repair the roadways to complete the project.

**Has this proposal been approved by your Board of Directors/City Council/Applicable Entity? Please provide a date and form of approval (such as minutes or resolution).**

Approved by the City Council at the October 11, 2021 meeting.

**Are you working in partnership or collaboration with other entities? If yes, identify partners/collaborators. Indicate amount of financial support and in-kind contribution.**

Not at this time.

**Describe what would happen if you did not receive 100% of the requested funding from Story County.**

The size of this project would have to be scaled back dramatically. Due to the COVID-19 pandemic, the City of Zearing would be appreciative of all or any funding possible to assist with this improvement project.

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

---

**If this is an ongoing project, what is the sustainability plan if ARPA funding is not available to provide ongoing program/project continuity?**

This project is in the planning and development phase. The ARPA funds would be instrumental in allowing this project to proceed forward.

**Describe the project/program timeline and milestones.**

This project will start with the bidding for an engineering firm to construct plans and obtain the necessary permits. With guidance from an engineering firm, we develop a plan/map and divide the town into sections to begin the installation of water lines. We would work with an excavating company for the installation, starting in the Northwest portion of town. This area is the most problematic and can directly affect the Colo-NESCO Elementary School in case of emergency. This would then bring us to the Main Street area which supports our NESCO Medical Clinic and NuCara Pharmacy. The next section would be the Northeast portion of town that includes Zearing Health Care Center, our local nursing home. The southern portion of Zearing would then be completed. As the repairs and installation are completed, our asphalt contractor would follow closely behind to repair the roadways.

**Describe how this project would make a significant, long-term difference in the quality of life for Story County residents.**

COVID-19 showed weaknesses in our water infrastructure. This project would strengthen our infrastructure and provide increased water pressure. A significant difference will be in the availability of fire hydrants to help save lives and homes in the community.

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

## FINANCIAL INFORMATION

Using the attached form, attach a detailed budget of the proposed project with a description of each budget item, including the total cost of the project and the percentage of the total budget this proposal funds.

What percentage of your budget is for 0% administrative or management fees?

Are you accessing alternative funding sources? If yes, please list sources.

Yes *Sources*

No

Is the requested funding a match for other funding? If yes, please describe.

Yes *Describe match*

No

Does your organization obtain an annual audited or reviewed financial statement? Please provide your most recent financial statement.

*Annual Financial Report to the State of Iowa*

Is your organization required to file IRS Form 990? If yes, please No provide your most recent filing.

For cities: did you apply/receive your ARPA Funds\*?

*Apply*

*Receive*

Yes

Yes

No

No

\*Cities must have applied for and received other ARPA Funds to be eligible to apply for funds through Story County.



**MINUTES OF THE REGULAR MEETING  
ZEARING CITY COUNCIL  
ZEARING, IOWA  
October 11, 2021**

7:00 PM Mayor Reed called the meeting to order and roll call was taken; Present: Murrell, Perisho, Obrecht, Skinner and Tisdale.

Murrell motioned to approve the agenda. Tisdale seconded the motion. Motion carried.

Tisdale motioned to approve the minutes with the following clarification: Clinic Maintenance items were discussed. Painting the exterior and the signage. Hansen Family Hospital would provide signage. Additional bid will be collected for the painting. Murrell seconded the motion. Motion carried.

Tisdale motioned to pay the claims from September 14, 2021 to October 11, 2021. Murrell seconded the motion. Motion carried.

CLAIMS REPORT		
VENDOR	REFERENCE	AMOUNT
AG SOURCE LABORATORIES	LAB WORK	25.5
ALLIANT ENERGY	ELECTRIC	2,916.16
AMY ERICKSON	WATER DEPOSIT REFUND	200
BOUND TREE MEDICAL, LLC.	PUBLIC SAFETY	106.67
ZEARING, CITY OF	ADDL HEALTH DED	64.84
COLO FIRE DEPT	DONATION FOR MUTUAL AID	500
CONLEY'S TRUCKING	MULCH HAULING	138.4
CUMMINS SALES AND SERVICE	REPAIRS	1,065.76
DENTONS DAVIS BROWN PC	LEGAL FEES	343
DDM ELECTRIC INC.	PARK ELECTRIC	247.22
DOOR AND FENCE STORE	DOOR TRIM	72
GANNETT	PUBLICATIONS	275.24
GOLDEN VALLEY HARDSCAPES, LLC	MULCH	449
HELGELAND CARPENTRY	EMS DOOR	560.71
HOKEL MACHINE SUPPLY	OXYGEN SUPPLIES	16.45
INNOVATIVE AG SERVICES	SUPPLIES	40
INTERNAL REVENUE SERVICES	FED/FICA TAX	1,929.72
IOWA REGIONAL UTILITIES ASSOC	WATER PURCHASE	3,063.33
I P E R S COLLECTIONS	IPERS	1,224.44
BAILEY SERVICE, LLC	GARBAGE SERVICE	5,235.00
JOHNSON SALES & SERVICE	SUPPLIES	92.54
KAREN DAVIS	CELL REIMBURSEMENT	50
KEY COOPERATIVE	CHEMICALS	214.79
KS STATEBANK	GEHL LEASE	3,000.00
MARCO	COPIER	523.27
MCCALLSBURG FIRE DEPT	DONATION FOR MUTUAL AID	500
MENARDS - AMES	SUPPLIES	50.05
MINERVA VALLEY TELEPHONE	TELEPHONE	311.12
NEVADA FIRE DEPT	DONATION FOR MUTUAL AID	500

PRUDENTERRA	TREE CONSULTING	562.5
RACOM CORPORATION	FINAL FIRE DEPT RADIO PAYMENT	8,611.14
STAPLES	SUPPLIES	301.64
STATE CENTER FIRE DEPT	DONATION FOR MUTUAL AID	500
SUPERIOR WELDING SUPPLY	SUPPLIES	42.46
TIM ADAMS	REIMBURSEMENT	146
TREASURER- STATE OF IOWA	STATE TAXES	723
UBALDO GARCIA	WATER DEPOSIT REFUND	100
US BANK	COPIER	761.48
WELLMARK BC/BS	HEALTH INSURANCE	1,779.19
WILLIAM BLACK	CELL REIMBURSEMENT	50
ZEARING FIRE DEPT.	DONATION FOR MUTUAL AID	500
Accounts Payable Total		37,792.62
Payroll Checks		6,533.35
***** REPORT TOTAL *****		44,325.97
GENERAL		31,294.34
ROAD USE TAX		1,000.00
EMPLOYEE BENEFIT		1,779.19
WATER		6,917.52
SEWER		3,334.92
TOTAL FUNDS		44,325.97

Sheriff's Report – none.

Open Forum – Marc Snavely, Colo-NESCO Superintendent/Elementary Principal introduced himself to the council. The school project is running behind and school started September 7<sup>th</sup>. He also shared that the upcoming election will have the PPEL vote on the ballot. He encouraged everyone to reach out with any questions about the levy vote or any concerns they may have.

NB: The Public Hearing for rezoning was tabled to take the request to Planning and Zoning for their input.

Skinner motioned to continue having the open forum on the agenda with the addition of asking people to pre-register their name, address and topic before the meeting. Perisho seconded the motion. Motion carried.

The use of the medical saving account was discussed. Flooring has been approved. With the additional need for space, it was agreed the projects need to be communicated through all parties and that the biggest “bang for the buck” is what should be considered. Projects that can be built upon make the most sense. There is still a continued interest in have a Physical Therapy area and a wellness facility.

Library Building Improvements were also discussed. The exterior doors to the facility are in need or replacement. The library board will need to make further decisions about flooring, the exterior signage and the basement bathroom remodeling.

Having a Halloween Trunk or Treat on Main Street was discussed. October 30<sup>th</sup> from 6-8 pm. Citizens are invited to attend or have their lights on at their homes as well. Walking Tacos and drinks will be at the Dakins Center as well.

OB: Delinquent water bills: Approximately 8 letters will be sent out. Pearl Street Bridge is complete and open. Final bill will be arriving.

Superintendent's Report: Written Report was submitted.

Clerk Report – Permission was asked of the Council to approve submitting an application for ARPA Funds from Story County for infrastructure improvements to water lines throughout the community. All Council members were in agreement to submit the application for funding. An additional written reports was submitted also.

Mayor Report – Shared his report through the meeting. Acknowledged the loss of an iconic Community Member in Zearing recently.

Council Member Reports- Skinner and Perisho will be meeting with Brenda Dryer to discuss economic development issues. South Park restroom is almost complete. Skinner was happy to see the disc golf basket was installed.

Next regular meeting will be on November 8, 2021 at 7:00 PM at City Hall.

Murrell motioned at 8:04 PM to adjourn meeting. Tisdale seconded the motion. Motion carried.



\_\_\_\_\_  
Tim Reed, Mayor of Zearing, Iowa

Attested:



\_\_\_\_\_  
Karen Davis, City Clerk of Zearing, Iowa

<b>STATE OF IOWA</b> <b>2020</b> <b>FINANCIAL REPORT</b> <b>FISCAL YEAR ENDED</b> <b>JUNE 30, 2020</b> <b>CITY OF ZEARING, IOWA</b> <b>DUE: December 1, 2020</b>	I6208501400000 CITY OF ZEARING PO Box 235 ZEARING IA 50278-0235 POPULATION: 554
--	---

**NOTE -** The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

<b>ALL FUNDS</b>				
	<b>Governmental (a)</b>	<b>Proprietary (b)</b>	<b>Total Actual (c)</b>	<b>Budget (d)</b>
<b>Revenues and Other Financing Sources</b>				
Taxes Levied on Property	173,392		173,392	176,947
Less: Uncollected Property Taxes-Levy Year	0		0	
<b>Net Current Property Taxes</b>	<b>173,392</b>		<b>173,392</b>	<b>176,947</b>
Delinquent Property Taxes	0		0	
TIF Revenues	0		0	
Other City Taxes	65,247	0	65,247	74,599
Licenses and Permits	1,910	0	1,910	825
Use of Money and Property	35,764	0	35,764	29,870
Intergovernmental	172,274	0	172,274	86,686
Charges for Fees and Service	69,940	293,770	363,710	394,675
Special Assessments	0	0	0	
Miscellaneous	16,704	0	16,704	3,356
Other Financing Sources	0	0	0	16,000
Transfers In	0	0	0	
<b>Total Revenues and Other Sources</b>	<b>535,231</b>	<b>293,770</b>	<b>829,001</b>	<b>782,958</b>
<b>Expenditures and Other Financing Uses</b>				
Public Safety	96,673		96,673	66,862
Public Works	192,634		192,634	203,400
Health and Social Services	3,020		3,020	5,500
Culture and Recreation	87,137		87,137	96,216
Community and Economic Development	141,798		141,798	108,950
General Government	77,327		77,327	54,300
Debt Service	0		0	
Capital Projects	0		0	
<b>Total Governmental Activities Expenditures</b>	<b>598,589</b>	<b>0</b>	<b>598,589</b>	<b>535,228</b>
<b>BUSINESS TYPE ACTIVITIES</b>		<b>243,749</b>	<b>243,749</b>	<b>260,705</b>
<b>Total All Expenditures</b>	<b>598,589</b>	<b>243,749</b>	<b>842,338</b>	<b>795,933</b>
Other Financing Uses	0	0	0	
Transfers Out	0	0	0	
<b>Total All Expenditures/and Other Financing Uses</b>	<b>598,589</b>	<b>243,749</b>	<b>842,338</b>	<b>795,933</b>
<b>Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses</b>	<b>-63,358</b>	<b>50,021</b>	<b>-13,337</b>	<b>-12,975</b>
Beginning Fund Balance July 1, 2019	562,307	273,006	835,313	780,918
Ending Fund Balance June 30, 2020	498,949	323,027	821,976	767,943

**NOTE -** These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds

<b>Indebtedness at June 30, 2020</b>		<b>Indebtedness at June 30, 2020</b>	
	<b>Amount</b>		<b>Amount</b>
General Obligation Debt	0	Other Long-Term Debt	0
Revenue Debt	92,440	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	1,234,936

**CERTIFICATION**

The forgoing report is correct to the best of my knowledge and belief

	<b>Publication</b> 6/1/2021
Signature of Preparer	Phone Number
Printed name of Preparer	
	Date Signed
Signature of Mayor or other City official (Name and Title)	

**PLEASE PUBLISH THIS PAGE ONLY**



REVENUE P3  
 CITY OF ZEARING  
 REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2020  
 NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section D - Intergovernmental - Continued	41								41
State Shared Revenues	43								43
Road Use Taxes	44	89,549					89,549		89,549 44
Other state grants and reimbursements	48								48
State grants	49	75,943					75,943		75,943 49
Iowa Department of Transportation	50						0		0 50
Iowa Department of Natural Resources	51						0		0 51
Iowa Economic Development Authority	52						0		0 52
CEBA grants	53						0		0 53
Commercial & Industrial Replacement Claim	54						0		0 54
	55						0		0 55
	56						0		0 56
	57						0		0 57
	58						0		0 58
	59						0		0 59
<b>Total State</b>	<b>60</b>	<b>89,549</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>165,492</b>	<b>0</b>	<b>165,492 60</b>
<b>Local Grants and Reimbursements</b>									
County Contributions	63						0		0 63
Library Service	64	6,782					6,782		6,782 64
Township Contributions	65						0		0 65
Fire/EMT Service	66						0		0 66
	67						0		0 67
	68						0		0 68
	69						0		0 69
<b>Total Local Grants and Reimbursements</b>	<b>70</b>	<b>6,782</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,782</b>	<b>0</b>	<b>6,782 70</b>
<b>Total Intergovernmental (Sum of lines 33, 60, and 70)</b>	<b>71</b>	<b>82,725</b>	<b>89,549</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>172,274</b>	<b>0</b>	<b>172,274 71</b>
<b>Section E -Charges for Fees and Service</b>	72								72
Water	73						0	107,056	107,056 73
Sewer	74						0	186,544	186,544 74
Electric	75						0		0 75
Gas	76						0		0 76
Parking	77						0		0 77
Airport	78						0		0 78
Landfill/garbage	79	69,940					69,940		69,940 79
Hospital	80						0		0 80

**REVENUE P4**  
**CITY OF**  
**REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,**  
**NON-GAAP/CASH BASIS**

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
<b>Section E - Charges for Fees and Service - Continued</b>									
81									81
Transit							0		0 82
Cable TV							0		0 83
Internet							0		0 84
Telephone							0		0 85
Housing Authority							0		0 86
Storm Water							0	170	170 87
Other:									88
Nursing Home							0		0 89
Police Service Fees							0		0 90
Prisoner Care							0		0 91
Fire Service Charges							0		0 92
Ambulance Charges							0		0 93
Sidewalk Street Repair Charges							0		0 94
Housing and Urban Renewal Charges							0		0 95
River Port and Terminal Fees							0		0 96
Public Scales							0		0 97
Cemetery Charges							0		0 98
Library Charges	0						0		0 99
Park, Recreation, and Cultural Charges							0		0 100
Animal Control Charges							0		0 101
							0		0 102
							0		0 103
<b>Total Charges for Service</b>	69,940	0	0	0	0	0	69,940	293,770	363,710 104
<b>Section F - Special Assessments</b>									106
<b>Section G - Miscellaneous</b>									107
Contributions	2,874						2,874		2,874 108
Deposits and Sales/Fuel Tax Refunds							0		0 109
Sale of Property and Merchandise							0		0 110
Fines							0		0 111
Internal Service Charges	7,566						7,566		7,566 112
Newsletter Postage, Heritage allocation	6,264						6,264		6,264 113
							0		0 114
							0		0 115
							0		0 116
							0		0 117
							0		0 118
							0		0 119
<b>Total Miscellaneous</b>	16,704	0	0	0	0	0	16,704	0	16,704 120

REVENUE F5  
CITY OF  
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,  
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Total All Revenues (Sum of lines 6, 7, 15, 16, 22, 71, 104, 106, and 120)	121 415,547	119,684	0	0	0	0	535,231	293,770	829,001
<b>Section H - Other Financing Sources</b>									
Proceeds of capital asset sales	123								
Proceeds of long-term debt (Excluding TIF internal borrowing)	124						0		0
Proceeds of anticipatory warrants or other short-term debt	125						0		0
Regular transfers in and interfund loans	126						0		0
Internal TIF loans and transfers in	127						0		0
	128						0		0
	129						0		0
	130						0		0
	131	0	0	0	0	0	0	0	0
<b>Total Other Financing Sources</b>									
<b>Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)</b>	132 415,547	119,684	0	0	0	0	535,231	293,770	829,001
<b>Beginning Fund Balance July 1, 2019</b>	134 288,059	274,248					562,307	273,006	835,313
<b>Total Revenues and Other Financing Sources (Sum of lines 132 and 134)</b>	136 703,606	393,932	0	0	0	0	1,097,538	566,776	1,664,314

EXPENDITURES F6  
 CITY OF ZEARING  
 EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2020  
 NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
<b>Section A - Public Safety</b>	1										1
Police Department/Crime Prevention	2	33,661						33,661		33,661	2
Jail	3							0		0	3
Emergency Management	4							0		0	4
Flood control	5							0		0	5
Fire Department	6	55,581						55,581		55,581	6
Ambulance	7	7,307						7,307		7,307	7
Building Inspectors	8							0		0	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10	124						124		124	10
Other Public Safety	11							0		0	11
	12							0		0	12
	13							0		0	13
<b>Total Public Safety</b>	14	96,673	0		0		0	96,673		96,673	14
<b>Section B - Public Works</b>	15										15
Roads, Bridges, Sidewalks	16	39,226	64,083					103,309		103,309	16
Parking Meter and Off-Street	17							0		0	17
Street Lighting	18	15,074						15,074		15,074	18
Traffic Control Safety	19							0		0	19
Snow Removal	20							2,631		2,631	20
Highway Engineering	21							0		0	21
Street Cleaning	22							0		0	22
Airport (if not an enterprise)	23							0		0	23
Garbage (if not an enterprise)	24	71,322	298					71,620		71,620	24
Other Public Works	25							0		0	25
	26							0		0	26
	27							0		0	27
<b>Total Public Works</b>	28	125,622	67,012		0		0	192,634		192,634	28
<b>Section C - Health and Social Services</b>	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33							0		0	33
Water, Air, and Mosquito Control	34	2,720						2,720		2,720	34
Community Mental Health	35	300						300		300	35
Other Health and Social Services	36							0		0	36
	37							0		0	37
	38							0		0	38
<b>Total Health and Social Services</b>	39	3,020	0		0		0	3,020		3,020	39
<b>Section D - Culture and Recreation</b>	40										40
Library Services	41	62,157	6,530					68,687		68,687	41
Museum, Band, Theater	42	4,574						4,574		4,574	42
Parks	43	11,535	279					11,814		11,814	43
Recreation	44	2,062						2,062		2,062	44
Cemetery	45							0		0	45
Community Center, Zoo, Marinas, and Auditorium	46							0		0	46
Other Culture and Recreation	47							0		0	47
	48							0		0	48
	49							0		0	49
<b>Total Culture and Recreation</b>	50	80,328	6,809		0		0	87,137		87,137	50



**EXPENDITURES P8**

CITY OF  
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued  
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g) (i))	Line
<b>Section 1 - Business Type Activities</b>	87										87
Water - Current Operation	88								107,946	107,946	88
Capital Outlay	89									0	89
Debt Service	90									0	90
Sewer and Sewage Disposal - Current Operation	91								53,224	53,224	91
Capital Outlay	92									0	92
Debt Service	93								78,685	78,685	93
Electric - Current Operation	94									0	94
Capital Outlay	95									0	95
Debt Service	96									0	96
Gas Utility - Current Operation	97									0	97
Capital Outlay	98									0	98
Debt Service	99									0	99
Parking - Current Operation	100									0	100
Capital Outlay	101									0	101
Debt Service	102									0	102
Airport - Current Operation	103									0	103
Capital Outlay	104									0	104
Debt Service	105									0	105
Landfill/Garbage - Current operation	106									0	106
Capital Outlay	107									0	107
Debt Service	108									0	108
Hospital - Current Operation	109									0	109
Capital Outlay	110									0	110
Debt Service	111									0	111
Transit - Current Operation	112									0	112
Capital Outlay	113									0	113
Debt Service	114									0	114
Cable TV, Telephone, Internet - Current Operation	115									0	115
Capital Outlay	116									0	116
Housing Authority - Current Operation	117									0	117
Capital Outlay	118									0	118
Debt Service	119									0	119
Storm Water - Current Operation	120								3,894	3,894	120
Capital Outlay	121									0	121
Debt Service	122									0	122
Other Business Type - Current Operation	123									0	123
Capital Outlay	124									0	124
Debt Service	125									0	125
Internal Service Funds - Specify	126									0	126
	127									0	127
	128									0	128
<b>Total Business Type Activities</b>	129								<b>243,749</b>	<b>243,749</b>	129

EXPENDITURES P9  
 CITY OF ZEARING  
 EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2020 -- Continued  
 NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of col. (g) (i))	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	521,867	76,722	0	0	0	0	598,589	243,749	842,338	130
<b>Section J - Other Financing Uses Including Transfers Out</b>	131										131
Regular transfers out	132							0		0	132
Internal TIF loans/repayments and transfers out	133							0		0	133
	134							0		0	134
<b>Total Other Financing Uses</b>	135	0	0	0	0	0	0	0	0	0	135
<b>Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)</b>	136	521,867	76,722	0	0	0	0	598,589	243,749	842,338	136
	137										137
<b>Ending fund balance June 30, :</b>	138										138
<b>Governmental:</b>	139										139
Nonspendable	140							0		0	140
Restricted	141		317,210					317,210		317,210	141
Committed	142				0			0		0	142
Assigned	143							0		0	143
Unassigned	144	181,739						181,739		181,739	144
<b>Total Governmental</b>	145	181,739	317,210	0	0	0	0	498,949		498,949	145
<b>Proprietary</b>	146								323,027	323,027	146
<b>Total Ending Fund Balance June 30,</b>	147	181,739	317,210	0	0	0	0	498,949	323,027	821,976	147
<b>Total Requirements (Sum of lines 136 and 147)</b>	148	703,606	393,932	0	0	0	0	1,097,538	566,776	1,664,314	148

**OTHER P10**

Part III Intergovernmental Expenditures Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments		Amount paid to State
	Purpose	Highways	
Correction		0	
Health			
Highways	13,946		
Transit Subsidies			
Libraries			
Police protection	33,661		
Sewerage			
Sanitation			
All other	43,237		

Part IV Wages & Salaries Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID		Amount
Total Salaries and Wages Paid		100,709

Part V Debt Outstanding, Issued, and Retired

Transit subsidiaries  
 A. Long-Term Debt

Purpose	Debt During the Fiscal Year						Debt Outstanding JUNE 30, 2020		
	Line	Debt Outstanding JULY 1, 2019	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year
Water Utility	1.								
Sewer Utility	2.	1,631,000					92,440		27,510
Electric Utility	3.								
Gas Utility	4.								
Transit-Bus	5.								
Industrial Revenue	6.								
Mortgage Revenue	7.								
TIF Revenue	8.								
Other Purposes / Miscellaneous	9.								
GO	10.								
Parking	11.								
Airport	12.								
Stormwater	13.								
Section 108	14.								
<b>Total Long-Term</b>		1,631,000	0	0	0	0	92,440	0	27,510

B. Short-Term Debt Amount

Outstanding as of July 1, 2019	
Outstanding as of JUNE 30, 2020	

Part VI DEBT LIMITATION FOR GENERAL OBLIGATIONS

Actual valuation -- January 1, 2018	Amount
24,698,730	x.0.5 = \$ 1,234,936.5

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2020

Type of asset	Amount			
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)
				821,976
<b>Total</b>				<b>821,976</b>

If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1: Ending fund balance, column C PLUS the amounts in the shaded Note area.

REMARKS

**Story County, Iowa  
American  
Rescue Plan Act**



**Project and Program  
Proposals  
External Community  
Organizations**

---

**PERFORMANCE MEASURES**

---

**Project ID:**

24

**Name of Project:**

Water Main Improvement Project

**Organization Name:**

City of Zeoring

**Performance Measures:**

- Timeline for hiring engineering firm
- Development of the plan for completion of project as designed
- In the past quarter, please report if the project has experienced delays, and describe the nature of the delay, how far delayed, and any changes to completion date?

---

**For Office Use Only**

**Date Distributed:** July 19, 2022 Via Email

Grant Agreement  
**CONTRACT FOR 913 & 915 Duff Avenue Studio Apartments (Ames) – Home Allies, Inc.,  
ARPA SUBRECIPIENT NO. 30  
Non-Profit Organizations**

THIS AGREEMENT (“Agreement”) is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as “County”, and Home Allies, Inc. hereinafter referred to as “Subrecipient”, whose mailing address and telephone number is 1705 Buchanan Drive, Ames, IA 50010, telephone 515-766-0538.

**1. PURPOSE AND INTENT.**

The purpose of the agreement is for the Subrecipient “Construction and subsidized operation of eight studio (efficiency) apartments in Ames, Iowa, to provide long-term rental housing for individuals and small families with incomes at or below 50% of Story County's Average Median Income (AMI), with at least four units designated for those with incomes at or below 30% AMI, without creating a cost-burden on their household budget” as outlined in Exhibits A and B. Funding awarded the recipient is a subaward of the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from “*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*” dated February 28, 2022, version 3.0.)

**2. REPRESENTATION OF THE SUBRECIPIENT.**

Recognizing that the County is relying hereon, the Subrecipient represents, as of the date of this Agreement, to follow the key principles as set out in the SLFRF and additionally as follows:

- (A) **Organization; Power, etc.** The Subrecipient is a political subdivision of the State located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the use of Grant funds described in the Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (B) **Authority.** The Subrecipient has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of the Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Subrecipient that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Subrecipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Subrecipient to the terms and conditions herein.
- (C) **No Litigation.** No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Subrecipient executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate

existence of the Subrecipient nor the title to office of any authorized representatives of the Subrecipient executing this Agreement, is being contested.

- (D) **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the Subrecipient of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Subrecipient is a party or by which it or any of its properties is bound.
- (E) **SAM.gov Registration.** Subrecipient shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") listed in Exhibit A is the correct number for the Subrecipient as of the date hereof. If Grantee is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Grantee.
- (F) **Binding Agreement.** This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Subrecipient, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (G) **Information Submitted.** All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (H) **Ratification.** By executing this Agreement, the Subrecipient (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).

### 3. GRANT INFORMATION.

- (A) **Grant Amount.** The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one Grant in the Amount specified on the Award Letter attached as Exhibit A hereto.
- (B) **Project and Schedule**
  - a. **Grant Purpose.** The Grant is being made solely to finance the project described in the applicable Application. It is understood by Subrecipient that if funding is received to be added to an existing program, recipient must expend existing program funds prior to accessing SLFRF funds.
  - b. **Grant Expenditure Schedule.** The Grant will not pay any costs other than those incurred beginning after January 25, 2022. The final date for expending the County's SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Subrecipient agrees to notify the County in writing prior to June 30, 2024 so that funding may be reallocated. Therefore, all grant funds that remain unexpended as of June 30, 2024, must be returned to the County unless, by June 30,

2024, the Subrecipient submits a satisfactory plan to spend the funds by December 31, 2026.

- (C) **Grant Award Package.** In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).
- a. **Executed Grant Agreement.** The County shall receive a duly executed original of this Agreement.
  - b. **Expiration of Offer.** The Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date of receipt via email of the Award Letter (Exhibit A) by the Subrecipient. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of the Grant.

**4. AFFIRMATIVE COVENANTS.**

- (A) **Recoupment and Costs.** The Subrecipient acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant becoming subject to recoupment (including, without limitation, as described in the Application). If subject to recoupment, the County will notify the Subrecipient in writing and the Subrecipient shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Subrecipient shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.
- (B) **Use of Disbursements.** The Subrecipient shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application; subject to Section 3 hereof. The Subrecipient shall be responsible for compliance with, and shall comply in all material respects with, all applicable federal, state and local law and regulations, whether or not such law or regulations are expressly referenced herein.
- (C) **Reporting and Compliance with Laws.** The Subrecipient shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Subrecipient agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Subrecipient covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- (D) **Additional Project Funding.** The Subrecipient shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Subrecipient will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.
- (E) **Indemnification.** To the fullest extent permitted by law, the Subrecipient agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and

expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Subrecipient to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Subrecipient hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Subrecipient to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Subrecipient under this Section. The obligations of the Subrecipient under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Subrecipient to indemnify any Indemnified Person.

- (F) **Recordkeeping.** The Subrecipient shall maintain accounts and records with respect to the Project and Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Subrecipient shall keep and maintain all financial records and supporting documentation related to the Project and Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Subrecipient shall collect, transmit, and store such records in open and machine-readable formats. Subrecipient agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Subrecipient agrees to make such accounts and records available for on-site inspection during regular business hours of the Subrecipient and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

The Subrecipient shall permit the County or any party designated by it upon reasonable prior notice to the Subrecipient to examine, visit and inspect the Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Subrecipient pertaining to the Project and/or the Grant.

- (G) **Single-Audit.** The Subrecipient acknowledges that by accepting the Grant, it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Subrecipient further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

(H) **Performance Measures.** As defined in Exhibit C, Subrecipient acknowledges the applicability of performance measures and that funding is contingent on ongoing compliance with the performance measures.

5. **TERMINATION AND REMEDIES.** This agreement is effective on the 25<sup>th</sup> day of October, 2022

(A) **Termination.**

- a. **Termination by the County.** The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:
  - i. if the Subrecipient has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
  - ii. if any representation or warranty made by the Subrecipient in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- b. **Notice of Termination.** The County shall provide the Subrecipient with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- c. **Effect of Termination.** Upon termination of this Agreement or any Grant, the Subrecipient shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Subrecipient, but in no event more than 60 days from the date of such termination.

(B) **Term.** This Agreement shall remain in effect until one of the following events has occurred:

- a. The Subrecipient and the County replace this Agreement with another written agreement;
- b. All of the Subrecipient's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- c. This Agreement has been terminated pursuant to the provisions of Section 5.A hereof.

6. **MISCELLANEOUS.**

(A) **Notices.** All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered,

- a. in the case of the County, to Leanne A. Harter, County Outreach and Special Projects Manager, Story County Administration, 900 6<sup>th</sup> Street, Nevada, Iowa 50201, and
- b. in the case of the Subrecipient, to the address specified in this Agreement; or
- c. as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

- (B) **No Waiver.** No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.
- (C) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Subrecipient and the County and their respective successors and assigns, except that the Subrecipient may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.
- (D) **Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, one Application is attached hereto as Exhibit B and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the County may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.
- (E) **Headings.** The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.
- (F) **Severability.** If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.
- (G) **Further Assurances.** Subrecipient agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.
- (H) **Third-Party Beneficiaries.** This Agreement is exclusively between the County and the Subrecipient, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Subrecipient and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Subrecipient. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Subrecipient and the Indemnified Persons.
- (I) **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and

the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public 6.

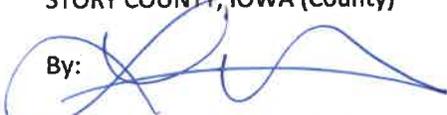
**7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.**

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

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

STORY COUNTY, IOWA (County)

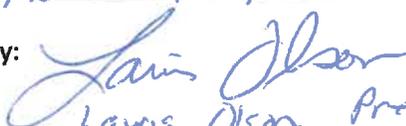
By:

  
Chairperson of the Board of Supervisors

Dated: 10-25-22

Home Allics, Inc (Subrecipient)

By:

  
Louis Olson President

Dated: 10-18-22

**Schedule A**  
**Reporting Requirements and Schedule**

**Event Reporting**

The following events shall be reported promptly upon the occurrence thereof (and in any event within five business days of the occurrence thereof) to the County:

- (A) The inclusion of the Subrecipient, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (B) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

**On Demand Reporting**

The Subrecipient shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

**Scheduled Reporting**

- (A) Quarterly Reporting. Using the forms provided and, in the manner, as provided by Story County, the Subrecipient shall provide quarterly reports as of the end of each quarter. Such reports shall be delivered to the County not later than the third (3<sup>rd</sup>) business day following the end of each quarter and shall contain:
  - a. Project Status
    - i. Not started
    - ii. Completed less than 50%
    - iii. Completed 50% or more
    - iv. Completed
  - b. Obligations and Expenditures
    - i. Total Cumulative Obligations
    - ii. Total Cumulative Expenditures
    - iii. Current Period Obligations
    - iv. Current Period Expenditures
  - c. Program Income: Any program income earned and expended to cover eligible project costs, if applicable.
  - d. Project Demographic Distribution
    - i. What Impacted and/or Disproportionally Impacted population does this project primarily serve?
    - ii. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, select up to two additional populations served.
  - e. For the Applicable Expenditure Category, Subrecipient will provide mandatory performance indicators and programmatic data as follows:
    - i. Household Assistance (EC 2.1-2.8) and Housing Support (EC 3.10-3.12):
      - Number of people or households receiving eviction prevention services (including legal representation)

the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public 6.

**7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.**

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

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

STORY COUNTY, IOWA (County)

By:   
Chairperson of the Board of Supervisors

Dated: 10-25-22

Home Allies, Inc (Subrecipient)

By:   
Lavis Olson, President

Dated: ~~10-25~~  
10-18-22

X-Tra copy for original Lavis signature. PLS return to me. Properly  
Thanks, Lavis

**BETTER LAWS FOR THOSE WITH PAWS!**



- Number of affordable housing units preserved or developed
  - Number of individuals/families provided food assistance
  - ii. Negative Economic Impacts (EC1.1-3.5):
    - Number of workers enrolled in sectoral job training programs
    - Number of workers completing sectoral job training programs
    - Number of people participating in summer youth employment programs
  - iii. Education Assistance (EC 3.1-3.5):
    - Number of students participating in evidence-based tutoring programs
  - iv. Healthy Childhood Environments (EC 3.6-3.9):
    - Number of children served by childcare and early learning (pre-school/pre-K/ages 3- 5)
    - Number of families served by home visiting
  - f. Certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Subrecipient is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti- discrimination laws (or has delivered to the County in writing a full accounting of all instances of noncompliance); and
  - g. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s) as specified in Exhibit C.
- (B) Annual Reporting. The Subrecipient shall provide an annual, in-person report to the Board of Supervisors.
- (C) Close Out Reporting. The Subrecipient shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

**Story County, Iowa  
American  
Rescue Plan Act**



**Project and Program  
Proposals  
External Community  
Organizations**

---

**AWARD NOTIFICATION**

---

**Project ID:**  
30

**Name of Project:**  
913 & 915 Duff Avenue Studio Apartments (Ames)

**Organization Name:**  
Home Allies, Inc.

**Organization Address:**  
1705 Buchanan Drive, Ames, IA 50010

**Official Name of Organization (to be used on contracts):** Home Allies, Inc.

**Official Address of Organization (to be used on contracts):** 1705 Buchanan Drive, Ames, IA 50010

**Name of CEO/Individual Appointed to Sign Contracts:** Lauris Olson, President

**Contact Person Name, Title, Email and Phone Number:**  
Lauris Olson, President, info@homeallies.org, 515-766-0538

**Amount of Award** \$68,200.00

**Project Summary Narrative**

Construction and subsidized operation of eight studio (efficiency) apartments in Ames, Iowa, to provide long-term rental housing for individuals and small families with incomes at or below 50% of Story County's Average Median Income (AMI), with at least four units designated for those with incomes at or below 30% AMI, without creating a cost-burden on their household budget

**Date of Award Notification**

July 22, 2022

---

**For Office Use Only**

**Date Distributed:** July 22, 2022 Via Email

**EXHIBIT B**

**Subrecipient Application**

Subrecipient Name: Home Allies, Inc.

Award #: 30

Award Amount:

\$68,200.00

Date Preliminary Award Acted Upon by the Story County Board of Supervisors: January 25, 2022

***Application submitted by Subrecipient to Story County, Iowa follows.***

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

---

## APPLICANT INFORMATION

Organization Name:

Home Allies, Inc.

Organization Address:

1705 Buchanan Dr.  
Ames, IA, 50010

Contact Person Name, Title, Email  
and Phone Number:

Lauris Olson, President  
lauris\_olson@me.com  
515-451-7293

Organization Website:

pending development

IRS Designation:

501(c)(3)  
public charity status 170(b)(1)(A)(vi)

Federal Tax ID:

87-2045725

**Is this organization under ecclesiastical or sectarian management or control, as specified in Iowa Code 331.901(5)?**

- Yes *(Please note: funds eligibility depends on the intended use of the funds and compliance with Iowa Code requirements. Please continue completing the application and a preliminary determination of eligibility will be communicated to you upon submission.)*
- No

**What is the intended purpose/use of the funds?**

Construction and subsidized operation of eight studio (efficiency) apartments in Ames, Iowa, to provide long-term rental housing for individuals and small families with incomes at or below 50% of Story County's Average Median Income (AMI), with at least four units designated for those with incomes at or below 30% AMI, without creating a cost-burden\* on their household budget.

Home Allies' request for \$68,200 is budgeted internally as \$25,000 to aid in construction costs and \$43,200 to cover the three-year rent-subsidy guarantee (\$21,600) for two of the eight apartments.

## ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Has applicant received previous funding from Story County?

Yes

Date and amount of last  
funding receipt.

No

### PROJECT/PROGRAM INFORMATION

**Project/Program Name:**

913 & 915 Duff Avenue Studio Apartments  
(Ames)

**Project/Program Purpose:**

This project helps address the shortage of living units that are obtainable and affordable long-term for individuals and small families experiencing homelessness or housing insecurity in Story County.

It does this by increasing the number of compact, self-contained apartments, including two built to ADA handicapped (wheelchair) accessibility standards, in a centrally located area\* while alleviating the severe cost burden\*\* experienced by the target population and accommodating life histories and situations that make most landlords consider them too high risk to be acceptable as tenants.

**Requested Story  
County ARPA  
funding amount:** \$68,200

**Under which approved ARPA usage requirement does your proposed concept fall? Please check all applicable.**

Support the public health response

Address negative economic impacts caused by the public health emergency

Invest in water, sewer, and broadband infrastructure

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

---

**Can your project be fully committed (under contract) by December 2024?**

Yes

No

**Can your project be completed by December 2026?**

Yes

No

**Describe the project goals/objectives and how your proposal fulfills a public need that has been created or exacerbated by the COVID-19 pandemic. How will the project achieve these goals (what specific services will be provided)?**

The self-contained apartments meet Story County's first priority - supporting the public health response - by reducing the risk of disease spread inherent in congregant, group or shared-family housing arrangements such as informal short-term living arrangements (couch surfing), shelters and some transitional housing programs.

Long-term affordable housing offers stability and security to people with very low-incomes, a segment of our population that experts note have been especially hard hit by both the Covid-19 virus itself and the increased competition for lower cost housing caused by the downsizing of previously higher income individuals who lost jobs. \*\*\*\* This meets Story County's second priority - addressing negative economic impacts caused by the public health emergency.

**Describe how the success of your project/program will be evaluated and what is the desired community impact.**

The success will be eight Story County individuals or families who have been homeless or at are at increased risk of homelessness moving their lives forward in these sustainable, stable homes for an average of 2.5 years.

The primary desired community impact is having fewer residents living unhoused, in substandard, unsafe or crowded conditions, moving between very short-term situations or expending an excessive amount of their income to maintain housing. The secondary desired community impact is tenants experiencing stabilized or improved mental health and personal growth ranging from continued educations to more enthusiastic participation in society, including the labor market, all which reduce reliance on more costly, often short-term, services.

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

---

### **Who will be responsible for performing the work and achieving stated goals and objectives? How is this person qualified?**

HPC, LLC, aka Harold Pike Construction Company, Ames, Iowa will be the general contractor. They have been in the business for over 40 years and have been the general contractor on several of Story County's building projects. They recently completed the expansion and remodeling of the Story County Animal Control facility in 2019-2020.

Management, oversight and day-to-day cleaning in the buildings will be done by the Home Allies Board of Directors for the first year. Maintenance, lawn care, snow removal, etc. will be contracted out as needed. Money is included in the yearly budget for the contracted services. (see attached Budget Detail.) The directors will not charge for their services; the approximate value of this is listed as 'in-kind' on the ARP budget sheet. After 12 months, the board will assess the need for engaging a professional management service. The projected budget for years two and beyond include third-party management fees to allow for this.

### **Has this proposal been approved by your Board of Directors/City Council/Applicable Entity? Please provide a date and form of approval (such as minutes or resolution).**

Yes. This project is the catalyst for the formation of Home Allies. The estimated property taxes on the apartment buildings would be about \$36,000 per year if not owned by a tax exempt organization, making operation unsustainable. We were incorporated on Aug. 5, 2021, and granted expedited approval for 501(3)(c) status on September 15, 2021. The motion approving submission of this grant application was made and passed Oct. 14, 2021. (See attached minutes.)

### **Are you working in partnership or collaboration with other entities? If yes, identify partners/collaborators. Indicate amount of financial support and in-kind contribution.**

It is important to note that tenancy in our units will not be dependent upon participation in any third-party ongoing support, medical or post-incarceration program. However, we are working on a memorandum of understanding and three-year leases for two of the apartments with The Bridge Home that will accommodate their rapid rehousing and permanent supported housing programming, but still adhere to purpose of these units - long-term residency. We also have reached out to and anticipate working regularly with ACCESS, Good Neighbor Emergency Assistance, Cornerstone Church, and YSS to offer some of their emergency and transitional clients into these permanent long-term housing units at the appropriate time. Once the city approves the site plan, we will expand our outreach to others working with at-risk and homeless people.

### **Describe what would happen if you did not receive 100% of the requested funding from Story County.**

Any reduction in the requested funding amount means we will need to raise more money from private foundations and individual donors. It is a daunting task to raise capital funds right now - there are many local groups soliciting money for projects as diverse as a bridge over University Avenue to facilitate safe passage for ISU sports fans to expansion of a museum focused on Ames history. Long-term housing for a handful of low-income people doesn't offer most private donors the same level of motivation or benefit. Our application to the Story County Community Foundation's 2021 major grant was declined; an application for a \$6,000 grant from them is still pending. Receiving a substantial grant from the county could help encourage donors to personally support our project.

Turning elsewhere to obtain the three-year income guarantees is also proving very difficult. The funding of the agencies whose clients are in most need of our housing is client-specific, reimbursement based (i.e. ASSET). As noted above, they don't have the resources or structure to help us meet the bank's requirement. We have already made requests of a few local entities believed to have strong interest in the welfare and futures of our expected tenants. McFarland Clinic, Mary Greeley and Habitat for Humanity Central Iowa have declined our requests for funding at this time. Our requests to the United Way of Story County, Salvation Army, and the Ames Economic Development Commission are still pending. In addition, most of the federal and state housing funding released so far related to the pandemic has been targeted to meeting emergent short-term needs like eviction avoidance, shelter alternatives (motel rooms) and transitional housing. Very little has been devoted to increasing the physical infrastructure needed to reach the end goal of housing stability for very low-income individuals and small families - permanent, obtainable, sustainable housing.

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

## If this is an ongoing project, what is the sustainability plan if ARPA funding is not available to provide ongoing program/project continuity?

Yearly maintenance, operation, utility costs plus deposits into a future rent subsidies escrow account are budgeted at \$58,000 -to \$65,000 per year. Our initial fundraising goal includes not only the initial construction and acquisition costs but solicitation of a combination of government subsidies, grants, rental agreements with agencies and private donations to support the entire cost of operations of three years. This will be a requirement of the bank loan. It is also a good strategy to plan on 100% subsidies at first as we anticipate most of our tenants will have little to no income at first. However, that is expected to change within the first year of obtaining stable housing and they then will be paying 30% of their monthly income\*\* toward the rent and utilities. Any rents paid by the tenants will be placed in an escrow account to support rent shortages in years 4 and beyond. This plan is projected to reduce Home Allies' annual fundraising needs to be between \$22,000 and \$30,000 per year for years 4 through 10. For more detail, please see the attached budget budget detail.

## Describe the project/program timeline and milestones.

October to December, 2021

- Finalizing the property acquisition and construction contract
- Soliciting donation commitment letters and receiving grant awards
- Obtaining approval of the bank loan (also dependent on leases and subsidy sponsors for the first three years at \$57,600 per year or \$172,800 total)
- Receiving Ames City Council approval of the site plan

March to May 2022

- Pike Construction builds the units, landscapes, etc.
- Home Allies closes on the bank loan and completes purchase of the property and structures
- Home Allies begins renting the units to qualified tenants with incomes at or below 50% of the 2022 AMI income for Story County (effective April 1, 2022), using a housing instability matrix to rank applicants adding to greatest need and resulting benefit.

May 2022 to May 2025:

- Ongoing operation, maintenance and management of the units
- As needed adjustments of tenants' rent payments due to income increases
- Use of the three-year guaranteed leases and grants to cover rent amounts not paid by tenant and other third-party subsidies
- Yearly Certification of the tenants' income to determine continued occupancy eligibility
- Conduct fundraisers yielding about \$22,000 per year to be placed in reserve for future rent subsidies

June 2025 and beyond:

- Ongoing operation, maintenance and management of the units
- As needed adjustments of tenants' rent payments due to income increases
- Use of the rent subsidies reserve monies to cover amount not covered by rent amounts not paid by tenant and other third-party subsidies
- Yearly Certification of the tenants' income to determine continued occupancy eligibility
- Conduct fundraisers yielding about \$22,000 per year to be placed in reserve for future rent subsidies

## Describe how this project would make a significant, long-term difference in the quality of life for Story County residents.

Story County will be eight housing units closer to providing long-term homes to all of its residents who are experiencing homelessness or housing instability, while making a difference in the quality of life for those individuals and small families who will reside in them over the next 50 or more years.

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

## FINANCIAL INFORMATION

Using the attached form, attach a detailed budget of the proposed project with a description of each budget item, including the total cost of the project and the percentage of the total budget this proposal funds.

**What percentage of your budget is for administrative or management fees?** Zero (0)% for Acquisition/Construction. Two (2)% percent of 1st year operating budget, 8% of years 2 and beyond.

**Are you accessing alternative funding sources? If yes, please list sources.**

Yes *Sources*

We are accessing additional and alternative sources. Story County Housing Trust - \$83,900 awarded; Lauris Olson & Kerry Whisnant - \$15,000 donated; Harold & Julie Pike (partial or full value of lots pending donation). Pending: Story County Community Fund - \$6,000; Ames Economic Development Corp - \$21,600; United Way of Story County - \$7,200; Salvation Army - \$7,200; Planning to Apply: Third-party Bank Loan - \$460,000; City of Ames - \$46,600 (\$25,000 and \$21,600); Other state and private foundation grants - \$75,000

No

Also, Other local individual and business donations - \$68,840 if entire grant request is funded; \$137,404 if entire request is denied.

**Is the requested funding a match for other funding? If yes, please describe.**

Yes *Describe match*

We are still applying for grants. None have required a match so far, but one could require matching funds. The Story County ARA money is 3% of the apartments' acquisition/construction costs; 24 % of the first year's operations/tenant subsidies and 18% of the second and third years' subsidies.

No

**Does your organization obtain an annual audited or reviewed financial statement? Please provide your most recent financial statement.**

We will. We were just formed August 5, 2021

**Is your organization required to file IRS Form 990? If yes, please provide your most recent filing.**

Yes. Our first filing isn't due until 2022.

**For cities: did you apply/receive your ARPA Funds\*?**

*Apply*

*Receive*

Yes

Yes

No

No

\*Cities must have applied for and received other ARPA Funds to be eligible to apply for funds through Story County.

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

---

***Please use the space below for any additional information.***

### **Additional Information:**

Home Allies mission is creating affordable and obtainable housing for people whose incomes and life experiences increase their risk of housing instability and homelessness.

\* 913 & 915 Duff Avenue in Ames are two vacant (infill) lots located within one to 12 blocks of the downtown area, a food bank, two grocery stores, the library, regional medical facilities and public transportation, making these apartments ideally sited for people lacking reliable vehicles, driver licenses or other mobility related resources.

\*\* United States Housing and Urban Development (HUD) defines families as those paying more than 30 percent of their income for housing as "cost burdened." Payment of more than 50% of their income places them in the "severe cost burdened" category. Ames' housing availability and prices, especially rental units, are skewed high compared to most surrounding counties due to the presence of Iowa State University.

The tenants' monthly rent and utilities will be capped at 30% of their monthly income. The difference between operating costs and their rent payments will be paid by government programs, government and private grants, and individual donations. We will broaden usual landlord screening requirements to accommodate reasons they are denied housing elsewhere such as no credit, bad credit, conviction or incarceration records, negative references from previous landlords, strong attachment to pets they will not live without, and sporadic job histories.

\*\*\* The total cost of the acquisition and construction of the two buildings hosting the eight units (four per building) is currently projected to be \$776,000, (We anticipate the lots to be donated by the owner.) Our financial plan calls for \$318,000 to come from grants and donations, of which we have raised \$98,900. Our plan also projects \$458,000 to come from a mortgage with a local bank.

The bank we are working with wants income guarantees covering the first three years of operating expenses and maximum rent subsidies before it will consider the loan. These guarantees can come in the form of leases with creditworthy entities (such as the leases we are working on with The Bridge Home), lump sum grants/donations to kept in reserve or funding commitment contracts with quarterly or annual payment schedules from creditworthy entities. Since The Bridge Home will be providing their guarantee via apartment leases, Home Allies has broken down the three-year total guarantee value of \$172,800 into per apartment amounts of \$7,200 yearly (\$21,600 for three years).

\*\*\*\* The COVID-19 crisis has disparately harmed low-income households. Across the United States, systemic inequalities in employment, wage-earning, health, and well-being have been strained for sub-populations facing poverty or near-poverty conditions. "The impact of the first year of the Covid-19 pandemic and recession on families with low incomes," (Sept. 20, 2021) Office of the Assistant Secretary for Planning and Evaluation, US Dept. of Health and Human Services. <https://aspe.hhs.gov/reports/covid-19-impact-low-income-families>



# **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

---

## **Checklist**

This checklist is provided as a tool to assist you in the completion of your application. Remember, late and/ or incomplete applications will not be accepted. If you have questions regarding your application, please contact Sandra King at (515) 382-7200 or [ARPA@storycountyiowa.gov](mailto:ARPA@storycountyiowa.gov).

(Initial each statement after reading)

- LO Did you sign the certification page and initial all the certification statements?
  
- LO If mailing your application, did you leave enough time for the post office to deliver it? Remember, postmarks will not be accepted, and late application will be disqualified.
  
- LO I have reviewed and will abide by Chapter 2, Part 200 of the Code of Federal Regulation (CFR) and Title 6 of the Civil Rights Act of 1964.
  
- LO I understand that interim reports on a quarterly basis to Story County will be required. In addition, a project wrap-up report is required upon completion of project.

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

## Certification

***By signing this application, I understand and affirm that: (initial each statement after reading)***

LO If awarded, requested funds will be used only for purposes described in this application. I understand the use of funds are subject to audit by the State Auditor.

LO If awarded, my organization intends to enter into a contract as required by Story County, Iowa, provide liability insurance as may be required for the duration of the contract naming Story County as an additional insured and in an amount determined by the County. In addition, my organization will provide proof of or obtain any business license, if required.

LO I have reviewed, and if awarded funds, will abide by all federal, state, and local procurement policies.

LO Grants awards will be determined by Story County in its sole discretion. Applications may be awarded for the full or a partial amount of the grant requested, or declined.

LO I certify that I have the legal authority of the organization represented in this application to submit this request for funding on its behalf, and I further certify that the information submitted in this application is true and correct to the best of my knowledge. I understand that Story County will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.

Lauris Olson

Print Name

President

Title



Signature

10-15-21

Date

Homes Allies, Inc

Minutes of Board of Directors' Meeting

10/14/2021 5:30 pm

**Call to order:** President Lauris Olson called the meeting to order at 5:30 p.m. All three board members were present for the meeting on 10/14/2021: Lauris Olson, President; Kerry Whisnant, Vice President; Tami Albright, Secretary/Treasurer.

**Agenda additions and approval:** Changes to the agenda were in the heading correcting the date from 10/15/21 to 10/14/2021, under line item 6 adding a space between 10.14.21 and meeting (10.14.21meeting to 10.14.21 meeting), and under line item 6 changing RHM Architects to RMH Architects. Motion to adopt changes moved by Tami Albright, seconded by Kerry Whisnant.

Vote: Lauris Olson, President: Aye  
Kerry Whisnant, Vice President: Aye  
Tami Albright, Secretary/Treasurer; Aye

**Approval of Meetings from 8/8/21 Organization meeting:** Minutes emailed to other members for approval at the next board meeting.

**Confirmation of cancellation of September meeting due to lack of agenda items:** Confirmed and approved by all three members.

**Treasurer's Report:** Tami Albright, treasurer, reviewed the bank statement that was received with the members. A Quickbooks Online account will be created to track finances. A Venmo account will be created for small donations to be accepted.

**Update on building and plan site:** Lauris met with Jeff Harris and Michael Garcia from RMH Architects and Curtis Pike of Pike Construction on 10/14/2021. Plans were reviewed and updated. They discussed the specifics of some items such as expectations on the type of siding needed, bathroom fixtures, flooring, bath showers, and city requirements. RMH architects will talk to city planning on needing covered porches in the front because the city did not clarify whether they were truly required. Covers will likely be expensive. If front needs covers, it was decided to have Curtis Pike price with front and back covered porches if the city requires front porch to be covered. RMH will follow up on whether city requires lighting for parking lot. They will communicate the answers to Curtis Pike and Curtis is hoping to have an updated cost estimate by Nov 6<sup>th</sup>. Home Allies board and Pike Construction will then need to meet to discuss a contract price.

**Amended timeline for expedited IRS tax-exempt status granted on Sept 15, 2021 with effective date of August 5, 2021:** It appears that if we can have the contract price done by December 1, we will request a development meeting with the city staff for the first or second Friday in December in hopes of having the site plan approval request and a request for a city grant to the city council by the end of December. Hopefully we will be able to break ground in March.

**Update on creation of online payment account:** Venmo may have nonprofit option. Tami will work on getting that set up for small donations.

**Review of draft for proposed The Bridge Home master lease and their clients' subleases:** Lauris asked Tami and Kerry to review the Memorandum of understanding between Home Allies and The Bridge Home Inc. and review the lease and subleases to watch for any incongruities for when tenants are switched from their 90-day rapid rehousing with The Bridge to when they become tenants of Home Allies. The Bridge will have leases on two units (not two specific units, but whichever units are available and appropriate for use). During the rapid rehousing, The Bridge will be on the lease, but then the tenant will be subleasing under Home Allies as a tenant. Lease needs to include what happens after 90 days when the tenant is transferring from rapid rehousing and being responsible for apartment. Home Allies needs to have right of approval for accepting tenant. The Bridge will get credit for half of what the tenant pays in rent and other half will go into a trust account for reserve money. Home Allies wants a 3-year lease on the two units The Bridge would like to hold. Home Allies would like to determine which tenant gets which unit and if the tenant needs to leave instead of stay. Additionally, under Iowa law, landlords exchange a place to live for money. We are looking into whether credit for community volunteerism can be legally substituted for money for rent according to Iowa tenant law.

**Acknowledgment of tax-exempt status:** Granted on September 15, 2021 with effective date of August 5, 2021.

**Update on grant applications:**

Story County: Requirement for Story County grant is that the Home Allies board knows and approves of this building project. Therefore, Need minutes in 10.15.21 am for county grant application due that afternoon. Asking for \$68,200 from the county's allotment of federal dollars from American Rescue Plan Act: \$25,000 towards construction and the remainder asking county to pick up sponsorship or subsidy for two units for 3 years. **Motion by Kerry Whisnant to approve Story County \$18 million allotment of the American Rescue Plan of 2020 to be used in construction and rent subsidy support for the 913/915 Duff Avenue studio apartments project. Motion seconded by Tami Albright.**

Vote: Lauris Olson, President; **Aye**  
Kerry Whisnant, Vice President; **Aye**  
Tami Albright, Secretary/Treasurer; **Aye**

City of Ames: A list of questions was sent to the mayor and city council members as they are receiving \$1.2 million in federal money for housing. It will be weeks or months before the city can look at it due to its extensive nature of regulations. Deadline to use the money is 2030. Therefore, Home Allies will be asking the city in December for money from the general fund. After Story County grant is submitted on 10/15/2021, Lauris will look for more grants.

**Fundraising launch:**

A) Mission statement has been amended. Motion to approve new mission statement of: Home Allies creates affordable and obtainable housing for people whose incomes and life experiences increase their risk of housing instability and homelessness. Moved by Kerry Whisnant and seconded by Tami.

Vote: Lauris Olson, President; **Aye**

Kerry Whisnant, Vice President, Aye  
Tami Albright, Secretary/Treasurer, Aye.

B) Lauris will be drafting Donation Commitment Letter. Lauris will develop website through GoDaddy. Video bios of each board member will be added to the website. Housing diagrams will be added to website. Other people will be invited to make videos explaining need and benefit of this project to people in the community.

C) Other launch announcements – Lauris will contact media to promote. Advertise Venmo for small donations. Create some kind of donation visual marker of how much donations are coming in to generate excitement in donating as well as public display of how much is being donated.

**Next Meeting:** November 11<sup>th</sup> at 5 pm.

**Meeting adjourned:** Motioned by Tami, seconded by Kerry. All present voted aye.

I, the undersigned, duly elected and acting secretary of Home Allies, Inc. (the "Company"), certify that I have custody of the records of the Company and the above and foregoing is a true and correct record of the proceedings of the Board of Directors of the Company and the actions taken by the Board of Directors on October 14, 2021

Dated October 14, 2021

---

TAMI JO ALBRIGHT, Secretary/Treasurer





## Budget and Financial Calculations

*as of 7.10.21*

	A	B	C	D	E	F	G	H
	Monthly Operating Expenses est.	P & I payment - 30 yrs @ 6.5% (Factor 6.32)	\$ 1,456.27			\$ 1,449.95		\$ 2,906.23
38		Insurance Est.	\$ 300.00			\$ 300.00		\$ 600.00
39		Gas ( heating) ave per	\$ 125.00			\$ 125.00		\$ 250.00
40		Electric, water & sewer ave	\$ 205.00			205		\$ 410.00
41		Trash pickup	\$ 75.00			\$ 75.00		\$ 150.00
42		sbtl	\$ 2,161.27			\$ 2,154.95		\$ 4,316.23
43		Yard & Parking Maintenance	\$ 125.00			\$ 125.00		\$ 250.00
44		1st YR management fee	\$ 50.00			\$ 50.00		\$ 100.00
45		Future maintenance	\$ 100.00			\$ 100.00		\$ 200.00
46		sbtl	\$ 275.00			\$ 275.00		\$ 550.00
47		Est. TOTAL Monthly Expenses - 1st yr	\$ 2,436.27			\$ 2,429.95		\$ 4,866.23
48		x 12 Months						
49		Est. TOTAL 1st Year						
50	Income estimates					\$ -		
51		(4) lease guarantors at \$600 per month	\$ 2,400.00			\$ 2,400.00		\$ 4,800
52		x 12 Months						
53		Est. TOTAL 1st Year						
54		Income for operating						
55	Surplus or deficit	1st year monthly/year	\$ (36.27)			\$ (29.95)		\$ (66.23)

## Budget and Financial Calculations

*as of 7.10.21*

	A	B	C	D	E	F	G	H
56	<b>NOTE</b>	Tenants will pay rent of 30% of their income, assuming they have income. The money will be placed in a reserve account for years 4 and beyond rent subsidies. Est. \$238.50 monthly x 3 tenants per building; yearly	\$ 715.50			\$ 715.50		\$ 1,431.00
57			913 Duff Avenue & 115 9th Street +/-	913 Duff Avenue & 9th Street NET		915 Duff Ave +/-	915 Duff Avenue NET	Project Totals
58	<b>Fundraising Plan - Initial</b>							
59		Foundation and Government Grants - 3-5						\$ 125,000.00
60		Local business, agencies & church donors 10 @						\$ 25,000.00
61		Major Individual 75@						\$ 37,500.00
62		Crowdfunding - social media						\$34,292
63		<b>Bank required 3 yr monthly rent Guarantee</b>	Per month	Per Year		Per month	Per Year	
64		Guarantee income on 1	\$ 600.00	\$ 7,200.00				
65		Guarantee income on 1	\$ 600.00	\$ 7,200.00				
66		Guarantee income on 1	\$ 600.00	\$ 7,200.00				
67		Guarantee income on 1	\$ 600.00	\$ 7,200.00				
68		Guarantee income on 1			\$ 600.00	\$ 7,200.00		
69		Guarantee income on 1			\$ 600.00	\$ 7,200.00		
70		Guarantee income on 1			\$ 600.00	\$ 7,200.00		
71		Guarantee income on 1			\$ 600.00	\$ 7,200.00		

## Budget and Financial Calculations

*as of 7.10.21*

	A	B	C	D	E	F	G	H
72		sbtl	\$ 2,400.00			\$ 2,400.00		4,800
73								
74	<b>Budget for Years 2 &amp; 3</b>	<b>Expense estimates yrs. 2 and 3 - 2.5% cost increase</b>						
75		Est. Monthly & Yrly Expenses -	\$ 2,497.18			\$ 2,429.95	\$ -	\$ 4,927.13
76		plus 3rd party mgmt fee	\$ 250.00			\$ 250.00		\$ 500.00
77		sbtl		\$ 2,747.18			\$ 2,679.95	\$ 5,427.13
78		<b>Addl. Future Maintance, Utilities &amp; Emergency Fund</b>	\$ 200.00			\$ 200.00	\$ 400.00	\$ 4,800.00
79		<b>Mortgage Exceleation</b>						\$ 10,000.00
80		sbtl						
81		<b>Est. Total</b>						
82		<b>Income estimates for years 2 and 3 ,per yr</b>						
83		Est. Monthly & Yrly income		\$ 2,400.00			\$ 2,400.00	\$ 4,800.00
84		Other grants, membership fees & annual crowd funding campaign receipts		\$ 11,162.80			\$ 11,162.80	
85		Total						\$ -
86								
87	<b>Yr. 4 Reserves</b>	Tenant rent pmts. for 3						
88		Maintenance, Utilities, Emergency, etc.deposits -						
89		Total						

## Budget and Financial Calculations

*as of 7.10.21*

	I	J	K
1	Project Values & Calculations	Donations committed	Funds still needed
2			
3			
4	\$ 156,000.00		
5	\$763,692.02		
6	<b>\$ 919,692.02</b>		
7			
8	\$ 459,846.01		
9	\$ 2,906.23		
10			
11			
12			
13		83,900	
14		15,000	
15			<b>\$204,946.01</b>
16			
17			
18	16.9% of value		
19	9.1% of value		
20	24.9% of value	\$ 15,000.00	
21	50.9% of value		
22			

## Budget and Financial Calculations

*as of 7.10.21*

	I	J	K
23			
24			\$ (794.72)
25			\$9,600
26			\$3,500
27			<b>\$ 12,305.28</b>
28			
29			<b>\$217,251.29</b>
30			
31	Project Value s & Calcs, e tc	Grants & Contributions committed	Funds stil l ne e de d
32			
33			
34			
35			
36			
37			

## Budget and Financial Calculations

as of 7.10.21

	I	J	K
38	\$10T = \$63.20		
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49	\$ 58,394.72		
50			
51			
52	\$ 57,600.00		
53			
54	\$ (794.72)		
55			

## Construction Cost Estimates as of 6.28.21

### 913 Duff Ave. (duplicate at 915 Duff Ave.)

# of units		Sq. footage minimum	Per Code or notes	Est. @ \$150 per sq. ft.
	<b>Plan A - Studio unit minimum open floor space (likely</b>	220.00	13.503 (3)	
1	234 sq. ft., which is 13' x 18')			\$ 33,000.00
	Bathroom w/ pocket door (lavatory, sink, shower) at approximate	40.00	" "	\$ 6,000.00
	Kitchen area at approx. (sink, room for appliances, counter workspace & 30 inches clearance from appliances)	25.00	" "	\$ 3,750.00
	Walk-in closet (no doors, just rod for curtain)	50.00	No, but quality of life need	\$ 7,500.00
	Sprinkler system ( \$4 per sq foot )	0.00	Commercial Code	\$ 1,340.00
	Kitchen appliances (stove/range & microwave, refrigerator)		13.503 (3)	
	<b>Subtotal</b>	<b>335.00</b>		<b>\$ 51,590.00</b>
1	<b>Plan A - Another Unit</b>		13.503 (3), etc	
	<b>Subtotal</b>	<b>335.00</b>		<b>\$ 51,590.00</b>
	<b>Plan B - Studio unit minimum open floor space (likely</b>	220.00	13.503 (3)	
1	234 sq. ft., which is 13' x 18')			\$ 33,000.00
	HANDICAP doors, windows, flashing fire alarm, etc			\$ 10,000.00
	Bathroom w/ HANDICAP door (lavatory, sink, shower) at approximate	80.00		\$ 12,000.00
	Kitchen area HANDICAP at approx. (sink, room for appliances, counter workspace & 30 inches clearance from appliances)	40.00		\$ 6,000.00
	Walk-in closet (no doors, just rod for curtain)	50.00	No, but quality of life need	\$ 7,500.00
	Sprinkler system ( 18 ft. \$4 per sq foot )	0.00	Comm Code	\$ 1,885.00

## Construction Cost Estimates as of 6.28.21

	Kitchen appliances (stove/range & microwave, refrigerator)	0.00		\$	-
	<b>Subtotal</b>	<b>390.00</b>		<b>\$</b>	<b>70,385.00</b>
	<b>Plan C - Studio unit minimum open floor space (likely 1 322 sq. ft., which is 14' x 23')</b>	<b>320.00</b>	<b>13.503 (3)</b>	<b>\$</b>	<b>48,000.00</b>
	Bathroom w/ pocket door (lavatory, sink, shower) at approximate	40.00		\$	6,000.00
	Kitchen area at approx. (sink, room for appliances, counter workspace & 30 inches clearance from appliances)	25.00		\$	3,750.00
	Walk-in closet (no doors, just rod for curtain)	50.00	No, but quality of life need	\$	7,500.00
	Sprinkler system ( 18 ft. \$4 per sq foot )	0.00	Comm Code	\$	1,740.00
	Kitchen appliances (stove/range & microwave, refrigerator)			\$	-
<b>4</b>	<b>Subtotal</b>	<b>435.00</b>		<b>\$</b>	<b>66,990.00</b>
	<b>4 units subtotal</b>	<b>1495.00</b>		<b>\$</b>	<b>240,555.00</b>
		Sq. footage minimum	Per Code or notes		Est. @ \$150 per sq. ft.
<b>Common Areas</b>	Hallway with accessibility & safety requirements (approx 5' x 41) & back entrance w/ramp	205.00		\$	30,750.00
	Mechanical Room (approx 13' x 5')	65.00		\$	9,750.00
	Laundry Room (approx 13' X 5")	65.00		\$	9,750.00
	Sprinkler system for Hallway, Mech Room, Laundry at \$4 per sq ft for sq ft	0.00		\$	1,340.00
	Washer, dryer & folding table				
	Furnace (150,000 BTU) Water Heater (180 gal.), Central Air (7.5 ton), misc.		Ames Code 13.600 to 13.705		
	Foundation (included in \$150/sq ft. estimates)				

## Construction Cost Estimates as of 6.28.21

Front stoop (est. 12' x 4') w ramp	48.00		\$	7,200.00
<b>Add-on 2:</b> Back deck 20 ft x 20 ft w ramp	400.00	est. @ \$25 per sq ft.	\$	10,000.00

<b>Subtotal</b>	783.00		\$	68,790.00
<b>4 units Structure Total</b>	<b>2278.00</b>		<b>\$</b>	<b>309,345.00</b>

<b>Exterior</b>	1/2 of Shared Driveway (12' x 161') = 1,932 sq ft	966	est. @ \$10 per sq ft.	\$	9,666.00
	Sidewalk from lot line to parking (5' x 146') = 690 sq ft)	730	est. @ \$10 per sq ft.	\$	7,300.00
	Parking lot (51' x 32' = 1,632) + (15' x 20' = 300)	1,932	est. @ \$10 per sq ft.	\$	19,320.00
	Van accessible handicap parking 20' x 16' = 320)	320		\$	3,200.00
	Landscaping (2 trees, 10 bushes, native grasses)				
	Fencing (250 linear feet)		est. \$20 per linear ft.		
	<b>Driveway &amp; Landscaping Total</b>			<b>\$</b>	<b>39,486.00</b>

**TOTAL for 4 units**

Add-on 1	Fenced yard area for dogs - (190 linear feet - 6 ft H)		est. \$10 per linear ft		
----------	--	--	-------------------------	--	--

**TOTAL Est. Cost for 4 units - per architectural drawings**

**915 Duff Ave.**

2 Plan A units			\$	103,180.00
1 Plan B unit			\$	70,385.00
1 Plan C unit			\$	66,990.00
<b>4 units subtotal</b>			<b>\$</b>	<b>240,555.00</b>
<b>4 units subtotal w Common Costs</b>	<b>2278.00</b>		<b>\$</b>	<b>68,790.00</b>

## Construction Cost Estimates as of 6.28.21

4 units subtotal Exterior (includes Add 2	\$	39,486.00
4 units subtotal w Common + Exterior+ Add 1		

**Est. Cost for 4 units - pre architectural drawings**

**Est. Cost for 2 Buildings 4 units each - pre architectural drawings**

**ATTY FEES  
Architect fees**

**Est. Total Cost for 2 Buildings 4 units each**

## Construction Cost Estimates as of 6.28.21



## Construction Cost Estimates as of 6.28.21

\$	1,200.00		
\$	1,200.00	\$	<b>71,585.00</b>

\$	1,200.00		
\$	1,200.00	\$	<b>68,190.00</b>

\$	<b>4,800.00</b>		\$	<b>245,355.00</b>	
Other		Subtotal	Total		Cost per unit

\$	40.00
----	-------

\$	3,000.00
----	----------

## Construction Cost Estimates as of 6.28.21

\$ -

\$ 3,040.00      \$ 71,830.00  
 \$ 7,840.00      \$ 317,185.00

34 % of  
 average  
 unit cost of  
 \$60T

\$ 2,500.00  
 \$ 5,000.00  
 \$ 7,500.00      \$ 46,986.00

\$ 364,171.00

\$ 1,900.00      \$ 1,900.00

\$ 366,071.00

\$ 4,800.00      \$ 245,355.00  
 \$ 3,040.00      \$ 71,830.00

Construction Cost Estimates as of 6.28.21

\$ 7,500.00	\$ 46,986.00
\$ 1,900.00	\$ 1,900.00
	\$ 366,071.00
	<b>\$ 366,071.01</b>

**\$ 732,142.01**

**4,000**  
**27,550**

**\$ 763,692.01**

**Story County, Iowa  
American  
Rescue Plan Act**



**Project and Program  
Proposals  
External Community  
Organizations**

---

**PERFORMANCE MEASURES**

---

**Project ID:**  
30

**Name of Project:**  
913 & 915 Duff Avenue Studio Apartments (Ames)

**Organization Name:**  
Home Allies, Inc.

**Performance Measures:**

- Project timeline and benchmarks
- In the past quarter, please report if the project has experienced delays, and describe the nature of the delay, how far delayed, and any changes to completion date?
- On a quarterly reporting basis, address:
  - Number of units rented
  - Average length of lease
  - Demographic information on all of those assisted
  - Financial impact to clients through feedback surveys
  - Success stories

---

**For Office Use Only**

**Date Distributed:** July 22, 2022 Via Email

**FBI NATIONAL VEHICLE LEASE  
VEHICLE USE AGREEMENT – NON-FBI TASK FORCE OFFICER**

FBI Office/Program: Omaha/Des Moines RA \_\_\_\_\_  
Vehicle Operator Name: Adam Christian \_\_\_\_\_  
Operator's Agency: Story County Sheriff's Office \_\_\_\_\_  
Operator's Task Force: Central Iowa Gang Task Force \_\_\_\_\_

**TFO Adam Christian** (operator), **Story County Sheriff's Office (SCSO)** (agency), is being provided a leased vehicle by the Federal Bureau of Investigation (FBI) for use in connection with his or her assignment as a Task Force Officer to the task force identified above.

The operator and the agency understand and agree to the following conditions related to vehicle use:

1. Use of the vehicle is a privilege carrying certain responsibilities as derived from the lease contract, law, regulation, and FBI policy, including the FBI's Government Vehicle Use Policy Guide (GVU PG). Failure to comply with the responsibilities and conditions outlined in this Agreement may cause the FBI to terminate the Agreement and prohibit further vehicle use. In addition, the vehicle operator using a vehicle for non-official purposes may be individually liable for the costs of such use, any consequent damages to the vehicle, and any injuries or damages sustained by third parties.

2. The operator shall familiarize himself/herself with the applicable FBI National Vehicle Lease Program (NVLP) Guidance, the GVU PG, and the applicable task force Memorandum of Understanding (MOU). The NVLP guidance addresses procedures and responsibilities related to the lease program, while the GVU PG establishes the policy governing the use of government vehicles (GOVs), including vehicles leased or directly rented by the FBI. The task force MOU governs the formation and administration of the task force.

3. The above-identified Task Force Officer and Agency understand that the following restrictions govern appropriate use of the vehicle:

a. The operator shall use the vehicle only for official purposes related to performance of duties assigned under the FBI Task Force program. The operator shall not use the vehicle for personal use or any other use not directly related to activities authorized within the mission of the FBI Task Force program. The operator may use the vehicle for travel between home and place of work only when specifically authorized in accordance with the GVU PG by an appropriate FBI official (no lower than ASAC).

b. The operator is authorized to use the vehicle only during the operator's assignment to the task force. Upon cessation of the operator's assignment, the operator shall return the vehicle immediately to the FBI. The operator agrees to return said vehicle to the FBI in the same condition as received, except for normal wear and tear. The operator and/or the agency could be held accountable for damage.

c. The operator shall not operate the vehicle if the operator fails to possess a valid driver's license. The operator shall exercise reasonable care in using the vehicle and shall not use the vehicle for any illegal activities, including operation while under the influence of drugs or alcohol.

d. The operator must not permit unauthorized persons to operate the vehicle.

e. The operator must only transport authorized passengers in the vehicle (i.e., persons with whom the operator has official business related to the FBI Task Force).

4. The following responsibilities are imposed through implementation of the lease contract, and the operator and/or the agency shall comply as stated:

a. If instructed to pick up or turn in a vehicle acquired under the NVLP contract, the operator shall conduct an inspection of the vehicle at the time and place of pick-up or turn-in, and shall accurately complete a Vehicle Inspection Report (provided by the FBI) documenting the results of the inspection. The operator shall provide the completed report to the FBI task force supervisor for subsequent submission to FBI Headquarters.

b. The operator and the agency shall ensure that no law enforcement or other equipment is installed in the vehicles in a manner that requires drilling or otherwise alters or damages the vehicle. The agency shall be responsible for any damage it may cause if it installs equipment.

c. The operator shall retain a Driver's Users Guide, provided by the FBI, which provides information on a national maintenance account, in the vehicle glove compartment at all times. The operator shall take the vehicle to a participating servicing facility at the intervals identified in the kit to obtain necessary preventive and other maintenance. Although the operator does not pay for repairs under this maintenance program, the operator shall obtain receipts for all service to enable reconciliation of billing statements, if necessary. The operator shall provide receipts to the FBI task force supervisor.

d. If a fuel card is provided in conjunction with the vehicle, the operator shall retain the card in the vehicle glove compartment at all times. The operator shall use the card only for purchasing fuel for the assigned vehicle. The operator shall use the card in accordance with all instructions in the Driver's Users Guide, including inputting correct odometer readings as prompted at the fueling station pump.

5. The operator and the agency shall be responsible for any and all parking tickets and traffic citations, unless it is determined that a violation or infraction was necessary for the performance of official duties. The operator shall report tickets and citations as soon as possible to the FBI task force supervisor. The operator/agency shall resolve all outstanding fines promptly and may be denied a subsequent or replacement vehicle until fines are resolved.

6. The operator shall immediately notify the Chief Division Counsel of the Field Office's Legal Unit **AND** the FBI task force supervisor of **ANY** accident involving the vehicle. The operator shall follow procedures for handling accidents, as outlined in FBI NVLP Guidance and the FBI's GUV PG.

7. The operator and the agency recognize the following liability considerations related to use of the vehicle, as further detailed in the applicable task force MOU:

a. This agreement does not alter the potential liability of the operator, the agency, or the United States under applicable law.

b. For the limited purpose of defending a civil claim by a party seeking damages from the operator arising from the alleged negligent operation of an FBI-leased vehicle by the operator, the operator may be deemed to be an employee of the United States as defined in the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2671-2680, provided the operator was acting within the scope of his or her duties or assignments pursuant to his or her federal deputation and in conformity with the terms of this Agreement at the time of the incident giving rise to the claim

c. Liability for any civil claims arising from the unauthorized use of an FBI-leased vehicle by the operator undertaken outside of the scope of his or her duties or assignments pursuant to his or her federal

deputation and not conformity with the terms of this Agreement will not be the responsibility of the FBI or the United States.

This Agreement shall remain in effect until the earliest occurrence of the following: conclusion of the operator's assignment to the FBI task force identified above, conclusion of the FBI's participation in the National Vehicle Lease Program, or termination by written notice of one party to the other. Upon the occurrence any of these events, the vehicle shall be returned immediately to the FBI. This agreement may be modified subsequently through written agreement of the parties.

By signatures below, the parties agree to the terms and conditions of this Agreement.

 85-24 / 10-20-22  
\_\_\_\_\_  
OPERATOR Signature / Date

 10-25-22  
\_\_\_\_\_  
OPERATOR'S AGENCY Signature / Date

\_\_\_\_\_  
FBI Task Force SSA Signature / Date

Closure No. 23-22

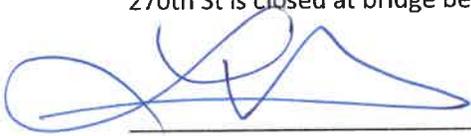
Date October 17, 2022

## 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 30, 31 Nevada Twp on

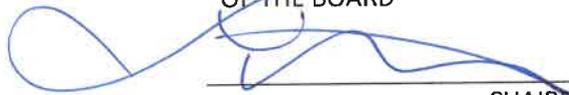
270th St is closed at bridge between S14 and 19th St

  
\_\_\_\_\_  
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 <u>3</u>	Nay <u>0</u>	Absent <u>0</u>
---------------------------------	--------------	--------------	-----------------

  
\_\_\_\_\_  
CHAIRPERSON

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

Closure No. 23-21

Date October 17, 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 6/5 Lafayette Twp on

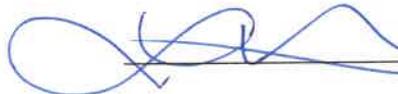
510th Ave is closed between 100th St and 110th St

  
\_\_\_\_\_  
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	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
---------------------------------	-----	----------	-----	----------	--------	----------

  
\_\_\_\_\_  
CHAIRPERSON

Above tabulation made by 

Closure No. 23-23

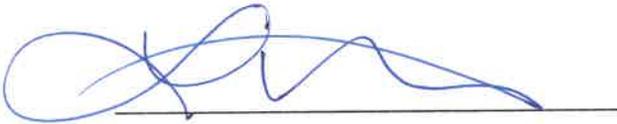
Date October 17, 2022

## 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 bridge between US 65 and 710th Ave



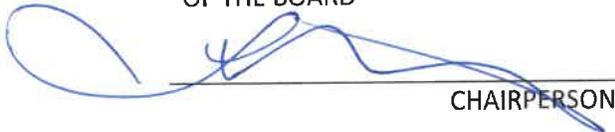
Chair, Board of Supervisors

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 

Closure No. 23-24

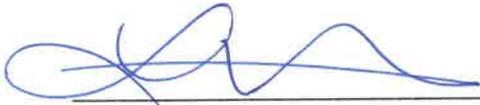
Date October 20, 2022

## Resolution

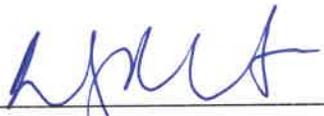
### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of construction in section 9,10 Grant Twp on

590th Ave is closed between Lincoln Highway and US Highway 30



Chair, Board of Supervisors

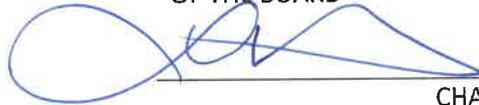
Attest: 

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 

Closure No. 23-26

Date October 20, 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 35 New Albany/2 Collins Twp on

280th St is closed at bridge between 730th Ave and 720th Ave



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 JB

Closure No. 23-27

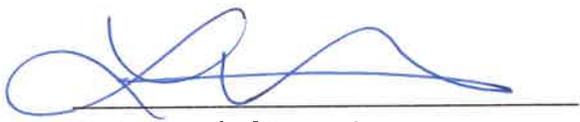
Date October 21, 2022

### Resolution

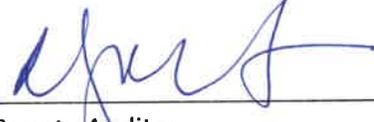
**BE IT RESOLVED**

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of construction in section 11/12 Sherman Twp on

730th Ave is closed at bridge between 170th St and 180th St



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 23-10633

STORY COUNTY UTILITY PERMIT

Date 10/20/22

To the Board of Supervisors, Story County, Iowa:  
XENIA 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.

122181 - 2432

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 10/19/2022

XENIA RURAL WATER DISTRICT

Name of Company (Applicant - Permittee)

Roy Olson  
by

(515) 676-2117

Phone no.

Recommended for Approval:

Date 10-20-22

Jann Mow  
Asst. County Engineer

515-382-7355

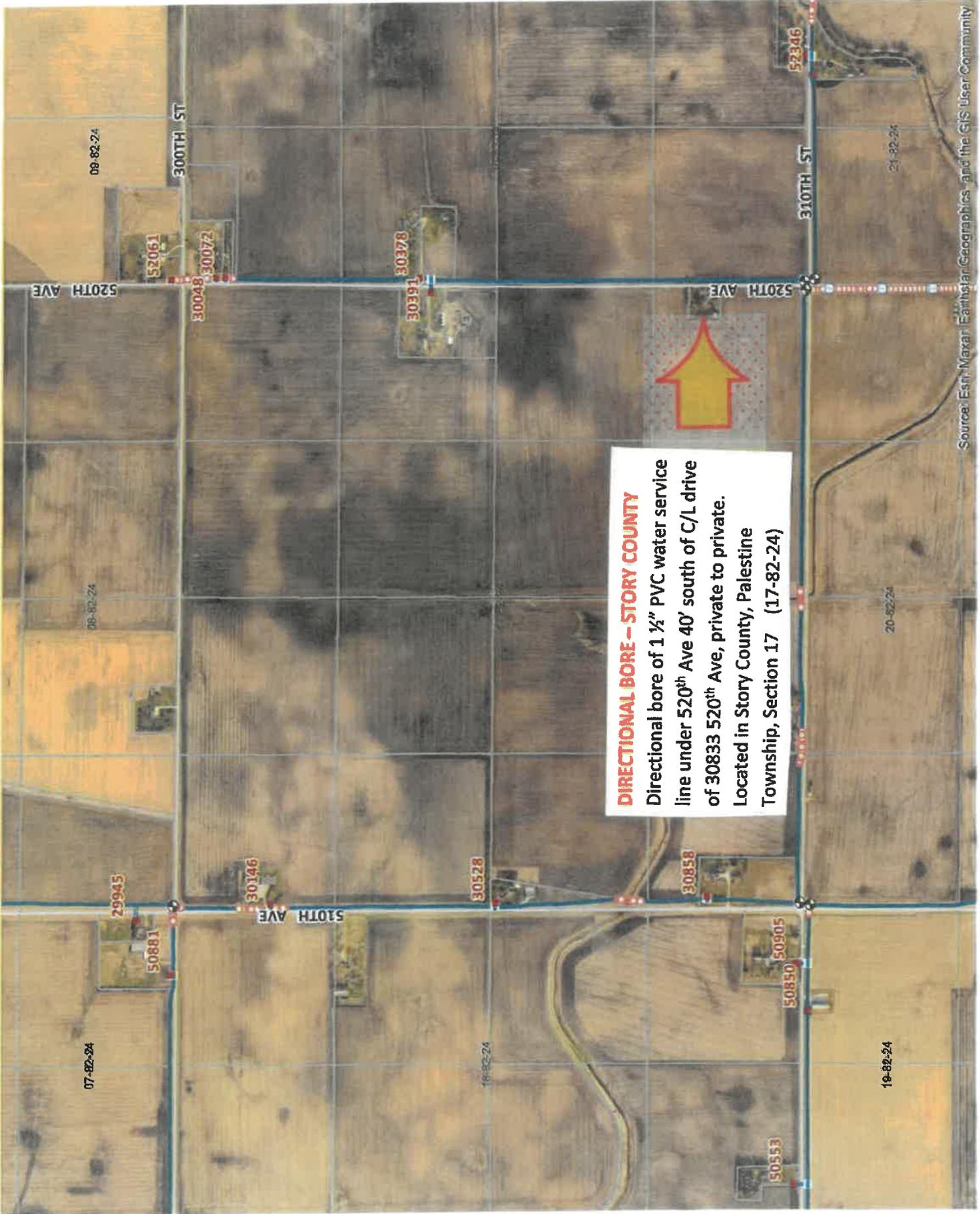
Phone no.

Approved:

Date 10.25.22

[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.

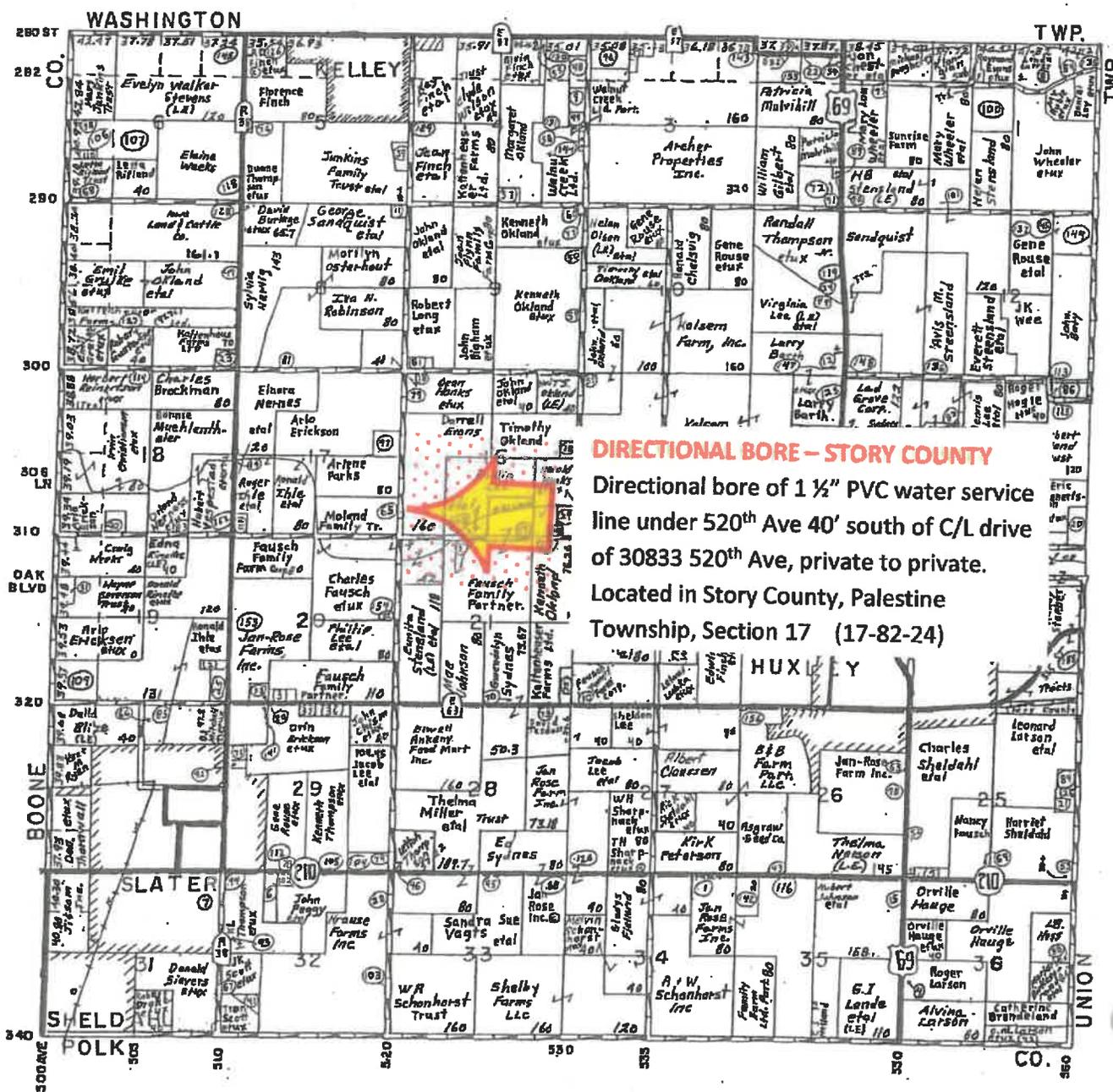


**DIRECTIONAL BORE – STORY COUNTY**  
 Directional bore of 1 ½" PVC water service line under 520<sup>th</sup> Ave 40' south of C/L drive of 30833 520<sup>th</sup> Ave, private to private.  
 Located in Story County, Palestine Township, Section 17 (17-82-24)

T82N

PALESTINE

R24W



**DIRECTIONAL BORE - STORY COUNTY**

Directional bore of 1 1/2" PVC water service line under 520th Ave 40' south of C/L drive of 30833 520th Ave, private to private.

Located in Story County, Palestine Township, Section 17 (17-82-24)

HUXLEY

280 ST  
282 CO.  
290  
300  
308 LN  
310 OAK BLVD  
320  
BOONE  
340 POLK

TWP.  
TWP.  
UNION CO.

WASHINGTON

WELLEY

SLATER

POLK

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

132

133

134

135

136

137

138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

153

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

232

233

234

235

236

237

238

239

240

241

242

243

244

245

246

247

248

249

250

251

252

253

254

255

256

257

258

259

260

261

262

263

264

265

266

267

268

269

270

271

272

273

274

275

276

277

278

279

280

281

282

283

284

285

286

287

288

289

290

291

292

293

294

295

296

297

298

299

300

301

302

303

304

305

306

307

308

309

310

311

312

313

314

315

316

317

318

319

320

321

322

323

324

325

326

327

328

329

330

331

332

333

334

335

336

337

338

339

340

341

342

343

344

345

346

347

348

349

350

351

352

353

354

355

356

357

358

359

360

361

362

363

364

365

366

367

368

369

370

371

372

373

374

375

376

377

378

379

380

381

382

383

384

385

386

387

388

389

390

391

392

393

394

395



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

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

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Amelia Schoeneman, Director  
**RE:** Discussion of Ordinance 306, amending Chapter 85, General Provisions and Definitions, and Chapter 86, District Requirements, of the Story County Code of Ordinances – Land Development Regulations to Establish Setback Requirements for Hazardous Materials Pipelines

**MEETING:** October 25, 2022

At the October 18, 2022 meeting, the Board of Supervisors held first consideration of Ordinance 306. There were no comments received at the public hearing and no changes were recommended. The Board approved the ordinance on first consideration and set second consideration for October 25, 2022. Staff has not received any comments from members of the public as of posting this memo. It is typical when no additional comments are received to waive third consideration. The Board of Supervisors may consider the following alternatives:

1. **The Story County Board of Supervisors approves Ordinance 306, Amending Chapter 85, General Provisions and Definitions, and Chapter 86, District Requirements, of the Story County Code of Ordinances – Land Development Regulations to Establish Setback Requirements for Hazardous Materials Pipelines, on second consideration and waives third consideration.**
2. The Story County Board of Supervisors approves Ordinance 306, Amending Chapter 85, General Provisions and Definitions, and Chapter 86, District Requirements, of the Story County Code of Ordinances – Land Development Regulations to Establish Setback Requirements for Hazardous Materials Pipelines, on second consideration and sets third consideration for Tuesday, November 8, 2022.
3. The Story County Board of Supervisors denies Ordinance 306, Amending Chapter 85, General Provisions and Definitions, and Chapter 86, District Requirements, of the Story County Code of Ordinances – Land Development Regulations to Establish Setback Requirements for Hazardous Materials Pipelines, on second consideration and sets third consideration for Tuesday, November 8, 2022.
4. The Story County Board of Supervisors remands Ordinance 306, Amending Chapter 85, General Provisions and Definitions, and Chapter 86, District Requirements, of the Story County Code of Ordinances – Land Development Regulations to Establish Setback Requirements for Hazardous Materials Pipelines, back to staff for additional information, and directs staff to set second consideration for Tuesday, November 8, 2022.



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

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

**Please return to:  
Planning & Development**

**STORY COUNTY IOWA  
ORDINANCE NO. 306  
AN ORDINANCE AMENDING CHAPTER 85, GENERAL PROVISIONS AND DEFINITIONS,  
AND CHAPTER 86, DISTRICT REQUIREMENTS OF THE STORY COUNTY LAND  
DEVELOPMENT REGULATIONS, OF THE STORY COUNTY CODE OF ORDINANCES.**

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

Section 1. Purpose. An Ordinance amending Chapter 85, General Provisions and Definitions, and Chapter 86, District Requirements, of the Story County Code of Ordinances – Land Development Regulations to establish setback requirements for hazardous materials pipelines.

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

Chapter 85.07: Exemptions. Clarifying that the utilities exempt provision applies to public utilities.

Chapter 85.08: Definitions: Adding definitions of hazardous materials, immediately dangerous to life or health, pipeline, and public utility. Amendment definitions of critical natural resource area and transmission line.

Chapter 86.04(2)(F), A-1 Agricultural District; 86.05(2), A-2 Agribusiness District; 86.10(2), C-LI Commercial/Light Industrial District; and 86.11(2), HI Heavy Industrial District. Adding Hazardous Materials Pipelines, meeting the supplemental standards in 86.16, as a Principal Permitted Use.

Chapter 86.16 Principal Permitted Uses. Creating a new section, Supplemental Standards for Certain Principal and Accessory Uses, and adding setbacks for hazardous materials pipelines.

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

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

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

Action upon FIRST Consideration: Approved  
DATE: October 18, 2022

Moved by: Heddens  
Seconded by: Murken  
Voting Aye: Heddens, Murken, Faisal  
Voting Nay: None  
Not Voting: None  
Absent: None

Action upon SECOND Consideration: Approved  
DATE: October 25, 2022

Moved by: Heddens  
Seconded by: Murken  
Voting Aye: Heddens, Murken, Faisal  
Voting Nay: None  
Not Voting: None  
Absent: None

Action upon THIRD Consideration: Waived  
DATE: November 1, 2022

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

ADOPTED THIS 25<sup>th</sup> day of October, 2022.

  
Chairperson, Board of Supervisors

Attest:   
County Auditor

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

ALLOWED BY VOTE OF BOARD  
  
CHAIRPERSON

Yea 3 Nay 0 Absent 0  
Above tabulation made by 

## **Attachment A**

### **CHAPTER 85**

#### **LAND DEVELOPMENT REGULATIONS: GENERAL PROVISIONS AND DEFINITIONS**

##### **85.07 EXEMPTIONS.**

The following exemptions may apply to certain types of development located in unincorporated Story County; however, such uses shall not be exempt from the standards set forth in Chapter 87 – Land Division Requirements, or exempt from adopted Floodplain Management Ordinance (codified in Chapter 80 of this Code of Ordinances).

3. Public Utilities Exempt. No requirement, restriction, or regulation contained in the Ordinance shall be construed to control the type or location of any poles, towers, wires, gas mains, cables, or any other similar distributing ~~or operating~~ equipment of a public utility ~~regulated by the Iowa Utilities Board.~~

##### **85.08 DEFINITIONS.**

“Critical natural resource area” means areas including wetlands, lakes, reservoirs, streams, steep slopes, archaeological resources, native prairie, native savanna, significant trees, and other areas deemed sensitive by the Story County Conservation Board and/or the Countywide Watershed Assessment. These areas may be mapped as Natural Resource Areas on the C2C Future Land Use Map or as Environmentally Sensitive Areas on the Ames Urban Fringe Plan Land Use Framework Map. and other areas as identified on the Restoration and Protection maps available on the Story County website under watershed planning.

“Hazardous Materials” means those materials listed on the Hazardous Materials Table in 49 Code of Federal Regulations (CFR) § 172.101.

“Immediately Dangerous to Life or Health” means an atmospheric concentration of any toxic, corrosive, or asphyxiant substance that poses an immediate threat to life or would cause irreversible or delayed adverse health effects or would interfere with an individual's ability to escape from a dangerous atmosphere, as determined by the National Institute for Occupational Safety and Health or other professionally accepted source.

“Pipeline” means all parts of those physical facilities through which a gas or liquid moves in transportation, including pipe, valves, and other appurtenance attached to pipe, compressor units, metering stations, regulator stations, delivery stations, holders, and fabricated assemblies.

“Professionally accepted level of concern threshold” means those levels of a hazardous material that federal regulatory agencies, such as the Occupational Safety and Health Administration (OSHA), National Institute for Occupational Safety and Health (NIOSH), or industry professionals have recognized as the threshold for being immediately dangerous to life or health.

If industry professionals or federal regulatory agencies differ on a recognized threshold, whichever threshold is stricter shall apply.

“Public Utility” means a public utility as defined in the Iowa Code Chapter 476.1 and municipally owned waterworks, waterworks having less than two thousand customers, joint water utilities established pursuant to Iowa Code Chapter 389, rural water districts incorporated and organized pursuant to Iowa Code Chapters 357A and 504, cooperative water associations incorporated and organized pursuant to Iowa Code Chapter 499, districts organized pursuant to Iowa Code Chapter 468, or a person furnishing electricity to five or fewer customers either by secondary line or from an alternate energy production facility or small hydro facility, from electricity that is produced primarily for the person’s own use.

271. “Transmission line, electric” means those electrical power lines that carry voltages of at least 69,000 volts (69 KV) and are primarily used to carry electric energy over medium to long distances rather than directly interconnecting and supplying electric energy to retail customers.

## **CHAPTER 86**

### **LAND DEVELOPMENT REGULATIONS: DISTRICT REQUIREMENTS**

Adding the following Principal Permitted Use to 86.04(2), A-1 Agricultural District; 86.05(2), A-2 Agribusiness District; 86.10(2), C-LI Commercial/Light Industrial District; and 86.11(2) HI Heavy Industrial District:

Hazardous Materials Pipelines, meeting the supplemental standards in 86.16.

Adding a new section, as follows:

86.16 Supplemental Standards for Certain Principal and Accessory Uses.

1. Hazardous Materials Pipelines. Proposed hazardous materials pipelines shall meet the following standards. These standards do not apply to pipelines operated by public utilities or existing pipelines.

A. Setbacks Required. The setbacks listed in Table 86-11 shall apply to all new hazardous materials pipelines. When an emergency plan is submitted meeting the following requirements, the minimum setback may be reduced to the point at which no occupied structure is located within a risk area. A risk area is the area where a professionally accepted level of concern threshold (where the concentration or other effect of a material is immediately dangerous to life or health) may be exceeded. The Story County Emergency Management Coordinator shall review the emergency plan with local emergency personnel, as applicable, to ensure standards are met. An emergency plan shall include the following:

(1) A copy of all emergency plans required by 49 CFR § 195 and/or 49 CFR § 192.

- (2) Identification of Emergency Events. The plan shall outline the types of potential emergency events, the operator's ability to respond, and when local emergency response may be needed.
- (3) Immediate Actions Identification. The Plan shall identify immediate actions to be taken by the operator in emergency events, including immediate shut down or pressure reduction.
- (4) Notification. The plan shall identify how the operator will promptly and effectively notify local emergency responders. The plan shall also establish a liaison and emergency contact for the pipeline operator in case local authorities need to notify the operator of an emergency or other issue.
- (5) Local Emergency Response. In the case that local emergency response is needed, the plan shall identify:
  - i. Unique risks or hazards associated with a leak of a hazardous material transported by the pipeline that may affect the local emergency response or require additional precautions.
  - ii. Specialized equipment that may be needed to assist in response and potential evacuations, including, but not limited to, breathing apparatus, personal protective equipment, harnesses, instruments, detectors, or other specialized tools. It is strongly recommended that the pipeline operator provide any specialized equipment to local emergency responders.
  - iii. Drills and training, including their frequency, to be provided to local emergency responders by the pipeline operator.
- (6) Modeling. The plan shall contain model(s) of plume dispersion, leaks, vapor cloud, or overpressure for the potential range of loss-of-containment events. The model(s) shall be based on prevailing weather conditions. The model(s) shall also account for any unique topographic or other local conditions that may influence the area impacted. The model(s) shall include professionally-accepted level of concern thresholds and the radius or other distance from the center of the loss-of-containment event where they are predicted to be found. Thresholds should be based on levels of a given hazard (thermal, radiological, asphyxiation, chemical, etiological, mechanical, etc.) that are immediately dangerous to life or health.
- (7) Evacuation. The plan shall provide a list of dwellings and places of public assembly, as defined by Table 86-11, within one (1) mile of the pipeline to be used by local emergency responders in case an evacuation is needed. The pipeline operator shall also mail notice to the identified dwellings and places of public assembly at the

time of the permit application, including information on risks, precautions, and what to do in case of loss-of-containment. Annual notifications are recommended.

- (8) Results of Consultation with Cities. When a hazardous materials pipeline is proposed within an Urban Expansion Area on the Story County C2C Comprehensive Plan Future Land Use Map or an Urban Growth or Urban Reserve Area on the Ames Urban Fringe Plan Land Use Framework Map, the pipeline operator shall consult with the applicable city about their future growth plans in these areas and consider the plans in its routing. The emergency plan shall outline this consultation process and any changes in route or other outcomes from the consultation.

Table 86-11 Setback Requirements for Hazardous Materials Pipelines

<b><u>Hazardous Materials Pipeline Type and Use Type</u></b>	<b><u>Setback*</u></b>
<b><u>Gas</u></b>	
<u>Residential Developments and Places of Public Assembly**</u>	<u>For natural gas, the circle formed around the center point of a pipeline, the radius of which is <math>r = .69 \times (\sqrt{p \times d^2})</math> where <math>r</math> is the radius in feet, <math>p</math> is the maximum operating pressure, and <math>d</math> is the nominal diameter of the pipeline in inches. For other gases, the factor used in the equation (.69) shall instead be the factor in section 3.2 of ASME/ANSI B31.8S. For example, a 24 inch, 1,200 psi natural gas pipeline would require a setback of 574 feet.</u>
<u>Dwellings and Other Development</u>	<u>For natural gas, the circle formed around the center point of a pipeline, the radius of which is <math>r = .69 \times (\sqrt{p \times d^2})</math> where <math>r</math> is the radius in feet, <math>p</math> is the maximum operating pressure, and <math>d</math> is the nominal diameter of the pipeline in inches when using the aforementioned formula and the computed radius is over 660 feet. For other gases, the factor used in the equation (.69) shall instead be the factor in section 3.2 of ASME/ANSI B31.8S.</u>
<b><u>Liquid</u></b>	
<u>Residential Developments and Places of Public Assembly**</u>	<u>As established in 49 CFR § 195, no pipeline may be located within 50 feet (15 meters) of any private dwelling, or any industrial building or place of public assembly in which persons work, congregate, or assemble, unless it is provided with at least 12 inches (305</u>

	<u>millimeters) of cover in addition to that prescribed in 49 CFR § 195.248.</u>
<u>Dwellings and Other Development</u>	<u>As established in 49 CFR § 195, no pipeline may be located within 50 feet (15 meters) of any private dwelling, or any industrial building or place of public assembly in which persons work, congregate, or assemble, unless it is provided with at least 12 inches (305 millimeters) of cover in addition to that prescribed in 49 CFR § 195.248</u>
<b><u>Carbon Dioxide, Dense or Supercritical Phase***</u></b>	
<u>Residential Developments and Places of Public Assembly**</u>	<u>The circle formed around the center point of a pipeline, the radius of which is <math>r = (155.80 \times d) + 738.19</math> where <math>r</math> is the radius in feet, and <math>d</math> is the nominal diameter of the pipeline in inches. For example, a six inch pipeline would require a setback of 1,673 feet.</u>
<u>Dwellings and Other Development</u>	<u>The circle formed around the center point of a pipeline, the radius of which is <math>r = (107.65 \times d) + 328.08</math> where <math>r</math> is the radius in feet, and <math>d</math> is the nominal diameter of the pipeline in inches. For example, a six inch pipeline would require a setback of 974 feet.</u>

\* The setback shall be the distance identified under the setback column in Table 86-11 measured from the pipeline to the closest point of the building or property line, depending on the identified use type.

\*\* As referenced in Table 86-11, Residential Developments and Places of Public Assembly are areas zoned A-R Agricultural Residential, R-1 Transitional Residential, R-2 Urban Residential, or RMH Residential Manufactured Housing District; areas where there are more than four dwellings per quarter quarter section; places of public assembly where evacuation of occupants may present difficulties, including, but not limited to, retirement and nursing homes, family homes, schools, childcare homes and centers, group homes, hospitals, detention facilities, or human service facilities; outdoor places of public assembly, including, but not limited to, campgrounds, day camps, cemeteries, stables, amphitheaters, shooting ranges, golf courses, stadiums, and parks that may be occupied by 20 or more persons at least 50 days per year; and indoor places of public assembly including, but not limited to stores, workplaces, houses of worship, and auditoriums that may be occupied by 20 or more persons five days per week.

\*\*\*Supercritical or dense phase carbon dioxide is that which is held above its critical pressure and temperature in a fluid state.

- B. Minimum Cover Required. Minimum cover requirements, as established by 49 CFR § 192.327 and § 195.248 shall be met. Where federal law does not define a minimum depth of cover and land is in agricultural production, a minimum depth of 36 inches or greater shall be maintained. A greater depth shall be required when determined necessary to withstand external loads anticipated from deep tillage of 18 inches, as required by Iowa Administrative Code Chapter 9.5(6), Restoration of Agricultural Lands During and After Pipeline Construction.
- C. Critical Natural Resource Area Protections Required. An undisturbed buffer meeting the requirements of Chapter 88.05 Environmental and Natural Resource Standards shall be maintained from a Critical Natural Resource Area. An application for a pipeline shall demonstrate why rerouting around a Critical Natural Resource Area is unavoidable, if proposed. When unavoidable, and if permitted by Chapter 88.05 Environmental and Natural Resource Standards, only trenchless construction methods shall be permitted. When trenchless construction is permitted, trenchless methods are also required to be used in the undisturbed buffer areas established in Chapter 88.05 Environmental and Natural Resource Standards.
- D. New Development Consultation Required. When a rezoning, minor or major subdivision, or other permit for a place of public assembly, as defined by Table 86-11 is proposed within the required setback for new pipelines, consultation with the pipeline operator on the potential risks shall be required.



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

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

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Andrea Wagner, Planner  
**RE:** Discussion of Ordinance 307, amending Chapter 90 – Conditional Uses, of the Story County Land Development Regulations, of the Story County Code of Ordinances to Amend the Provision for Adaptive Reuse  
**MEETING:** October 25, 2022

At the October 18, 2022 meeting, the Board of Supervisors held first consideration of Ordinance 307. There were no comments received at the public hearing and no changes were recommended. The Board approved the ordinance on first consideration and set second consideration for October 25, 2022. Staff has not received any comments from members of the public as of posting this memo. It is typical when no additional comments are received to waive third consideration. The Board of Supervisors may consider the following alternatives:

1. **The Story County Board of Supervisors approves Ordinance 307, amending Chapter 90 – Conditional Uses, of the Story County Land Development Regulations, of the Story County Code of Ordinances, on second consideration and waives third consideration.**
2. The Story County Board of Supervisors approves Ordinance 307, amending Chapter 90 – Conditional Uses, of the Story County Land Development Regulations, of the Story County Code of Ordinances, on second consideration and sets third consideration for Tuesday, November 8, 2022.
3. The Story County Board of Supervisors denies Ordinance 307, amending Chapter 90 – Conditional Uses, of the Story County Land Development Regulations, of the Story County Code of Ordinances, on second consideration and sets third consideration for Tuesday, November 8, 2022.
4. The Story County Board of Supervisors remands Ordinance 307, amending Chapter 90 – Conditional Uses, of the Story County Land Development Regulations, of the Story County Code of Ordinances, back to staff for additional information, and directs staff to set second consideration for Tuesday, November 8, 2022.



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

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

Please return to:  
Planning & Development

**STORY COUNTY IOWA  
ORDINANCE NO. 307  
AN ORDINANCE AMENDING CHAPTER 90 – CONDITIONAL USES, OF THE STORY  
COUNTY LAND DEVELOPMENT REGULATIONS, OF THE STORY COUNTY CODE OF  
ORDINANCES TO AMEND THE PROVISION FOR ADAPTIVE REUSE.**

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

Section 1. Purpose. An Ordinance amending Chapter 90—Conditional Uses, of the Story County Land Development Regulations, as follows, to update the Adaptive Reuse provision in Table 90-1 to allow for structures listed on the National Register of Historic Places or designated as local landmarks to be covered under the provision.

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

**90.08, Supplemental Standards for Conditional Uses:**

- Adding a supplemental standard that the renovation and remodeling of structures on the National Register of Historic Places for adaptive reuse may not destroy or obscure essential architectural features.

**Table 90-1, Table of Conditional Uses:**

- Revising the Adaptive Reuse provision listed in Table 90-1 to expressly include structures listed on the National Register of Historic Places or other structures designated as local landmarks.

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

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

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

**Action upon FIRST Consideration:** Approved  
**DATE:** October 18, 2022

Moved by: Murken  
Seconded by: Heddens  
Voting Aye: Murken, Heddens, Faisal  
Voting Nay: None  
Not Voting: None  
Absent: None

**Action upon SECOND Consideration:** Approved  
**DATE:** October 25, 2022

Moved by: Murken  
Seconded by: Heddens  
Voting Aye: Murken, Heddens, Faisal  
Voting Nay: None  
Not Voting: None  
Absent: None

**Action upon THIRD Consideration:** Waived  
**DATE:** November 1, 2022

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

ADOPTED THIS 25th day of October, 2022.

  
Chairperson, Board of Supervisors

Attest:   
County Auditor

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

ALLOWED BY VOTE  
OF BOARD

  
CHAIRPERSON

Yea 3 Nay 0 Absent 0

Above tabulation made by 

## ATTACHMENT A

### Amendments to Chapter 90 of the Story County Land Development Regulations for Conditional Uses

#### 90 CONDITIONAL USES.

##### 90.08 SUPPLEMENTAL STANDARDS FOR CONDITIONAL USES.

When indicated in Table 90-1, Table of Conditional Uses, a conditional use shall be subject to the supplemental standards listed below, in addition to the standards for approval set forth in Section 90.04 and development impacts specified in Section 90.05 of this chapter.

1. Commercial Campgrounds and Travel Trailer Parks:
  - A. Minimum Area: two net acres.
  - B. Maximum Area Impacted: No more than 35% of the site shall be developed with impervious surface which may include, but is not limited to: drives, parking areas, walkways, unit spaces, cabins, recreation areas, community buildings, and other related structures.
  - C. Drives: 18 feet in width if one-way or 25 feet in width if two-way, and provided with a smooth, hard and dense surface that shall be durable and well drained under normal use and conditions.
  - D. Screening: Rear and/or side yards shall be screened from adjacent property by a planting screen not less than 10 feet in width and six feet in height or by a fence, wall, berm or other comparable means.
  - E. Common Services Building: There may be common facility service buildings that provide laundry facilities, sanitary facilities, recreational facilities, non-automotive commercial uses supplying essential goods or services primarily for the use of subject park users; also, park management buildings, community buildings, one dwelling unit to be occupied by the owner or administrator, and other uses of a similar nature. All such buildings shall be located within the central park area and shall be primarily for the use of the park occupants.
  - F. Off-Drive Parking: One parking space for, and within the area of, each unit space.
  - G. 911 addresses shall be posted for each site in accordance with the requirements of Story County Ordinance No. 161 (as amended).
  - H. Guests may stay at a Commercial Campground or Travel Trailer Park for no more than 30 consecutive days, unless the site is located within a Residential Manufactured Housing (RMH) District, or extended stay beyond 30 consecutive days is requested as a part of the Conditional Use Permit submittal and is granted as a condition of approval.
  - I. Commercial cabins are not permitted within the Residential Manufactured Housing District.

*(Ord. 279 - Jan. 19 Supp.)*

2. Mineral Extraction and Primary Mineral Processing. The applicant shall submit a plan for the staged extraction and restoration of the site in accordance with Section 90.09, Specific Criteria for Submittals of Petitions for Mineral Extraction.

3. Rural Salvage Yard in Conjunction with an Owner-Occupied Single-Family Dwelling:
  - A. Abandonment. A statement in writing shall be provided by the owner, to become part of the public record, that the area will be cleaned up to the satisfaction of the Director and meet all applicable County, State, and federal requirements at such time the salvage yard is abandoned, or moved in whole or in part. A salvage yard that remains idle or unused for a continuous period of one year, whether or

not fixtures or equipment are removed, shall constitute abandonment. The casual, intermittent, temporary, or illegal operation of a salvage yard shall not be sufficient evidence to establish continuous use.

*(Ordinance No. 184)*

B. Residential Envelope. A residential envelope shall be provided which shall extend 50 feet from the side and rear lines of the principal residential building and which shall extend from the front line of the principal residential building to the required front yard line. Accessory buildings that are attached or connected to a principal residential building shall be considered a part of such principal building. The required yard may serve as the required envelope, and in such cases regulations concerning required yards shall govern.

C. Screening Requirements. The owner shall submit a screening plan, which shall integrate that screen with the natural surroundings and assure reasonable access to the screen for maintenance purposes. The screening plan shall include the following:

(1) Screening shall be designed to eliminate the visual impact of the salvage yard contents by obscuring it from view from adjacent roadways and, as appropriate, adjacent property.

(2) Screening materials shall generally consist of natural objects, plantings, fences or other appropriate means such as storage sheds, buildings and other similar elements.

a. Natural objects shall be earthen berms, natural topography, wooded areas or other similar elements.

b. Plantings shall be shrubs and trees of such types as to provide year-round obscurement commensurate with local site conditions. All plant material used for screening shall be of a size and quantity to provide obscurement.

c. Screens shall be made of wood, metal, or other materials commonly used in the building trade and shall be of such height and type, in accordance with permissible district regulations, as necessary to provide obscurement. Screens shall be designed to withstand a minimum wind load of 20 pounds per square foot and shall be of a permanent nature. All materials used for finishing screens shall be a non-reflective material which will blend with the natural surroundings. Screening shall not be placed in any manner so that either the screen or the maintenance of the screen will create or contribute to the creation of a safety hazard or endanger public safety or interfere with road maintenance.

(3) The owner shall maintain the screening in a condition equal to the original installation of the screening. Maintenance shall include, but not be limited to, the following items:

a. Replacement of plant material that is dead or has been damaged so that it no longer serves the intended purpose of screening the junkyard.

b. Screen maintenance shall include the renewal of the surface treatment with stains, paints, or other appropriate material when needed and the replacement of panels, sections, members or support structures of the screening when needed.

D. Confinement of Salvage Yard. A junk or salvage yard shall not be permitted within any required yard or envelope. No portion of the front yard or front envelope shall be used for the conduct of business in any manner whatsoever except for parking of customer or employee vehicles.

E. Area. Lot area requirements shall be in accordance with all applicable district regulations for single-family dwellings. The area to be confined for the salvage yard shall not exceed five acres.

F. Distance Standards. A Conditional Use Permit for a rural salvage yard may not be issued for a proposed location within a five-mile radius of any other lawfully existing rural salvage yard in Story County. Also, such a permit may not be issued for a proposed location within 1,000 feet of the Greenbelt-Conservation District.

4. Communication Towers and Facilities. Communication towers/facilities existing and/or approved prior to the date of adoption of these standards may continue to be used; however, proposed

modifications must be reviewed by the Director and, depending on the nature of the proposed modifications, may be subject to review and approval by the Board of Adjustment. In addition, any proposed modifications to approved and/or existing towers/facilities on towers constructed prior to April 20, 2001, for co-location must submit an application for zoning permit consistent with the requirements of Section 92.10, Required Permits.

***(Ordinance No. 152) (Ordinance No. 184) (Ordinance No. 192)***

A. Co-Location. Prior to applying for a conditional use permit for construction of a new tower/facility, the applicant shall exhaust all alternatives for co-location on existing towers/facilities. As such, the applicant shall submit evidence demonstrating the following:

(1) The planned equipment would exceed the structural capacity of the existing or approved antenna support structure, as documented by a qualified professional engineer licensed in the State of Iowa, and the existing or approved tower cannot be reinforced, modified, or replaced to accommodate planned or equivalent equipment at a reasonable cost.

(2) The planned equipment would cause interference materially impacting the usability of other existing or planned equipment at the antenna support structure as documented by a qualified engineer and the interference cannot be prevented at a reasonable cost.

***(Ordinance No. 152)***

(3) Existing or approved antenna support structures cannot accommodate the planned equipment at the necessary height as documented by a professional engineer licensed in the State of Iowa.

(4) Fees, costs or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower/facility development are presumed to be unreasonable.

(5) No new tower/facility shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the Board of Adjustment that no existing tower, structure, or alternative technology can accommodate the applicant's needs.

(6) Furthermore, no new tower/facility shall be approved that is not in compliance with all standards for approval set forth in Section 90.04 and those contained herein.

B. Separation From Planned and/or Existing Residential Properties. All proposed towers/facilities shall be separated from neighboring properties either planned or utilized for residential purposes as established herein. The minimum separation distance shall be measured from the center of the foundation of the proposed tower/facility to the nearest portion of a property line of a neighboring tax parcel used or planned for residential purposes. For the purposes of this section, a property shall be considered to be used for a residential purpose, regardless of assessment type, if a dwelling or mobile home exists on the property. A property shall be considered to be planned for residential purposes if it has the Cornerstone to Capstone (C2C) Comprehensive Plan designation of Rural Residential Area or a residential designation as defined as an approved fringe area plan; if it is within two miles of a city boundary, and that city has established a residential land use classification for the property; or if a property is zoned Agricultural/Residential (A-R), Transitional Residential (R-1), Urban Residential (R-2), or Residential Mobile Home (RMH).

***(Ordinance No. 251)***

(1) For towers/facilities of self-supporting monopole or lattice-type construction, the minimum separation distance shall be 300 feet or 150 percent of the height of the tower, whichever is greater.

(2) For guyed towers/facilities the minimum separation distance shall be 300 feet or 150 percent of the height of the tower, whichever is greater, plus 100 percent of the length of the longest supporting guy wire.

C. Height. The applicant must demonstrate the proposed height of the tower/facility is the minimum necessary to accommodate the proposal's requirements, as documented by a qualified engineer.

*(Ordinance No. 152)*

D. Required Setbacks. The center foundation of all towers/facilities are required to be set back from any public right-of-way in accordance with the following:

(1) For towers of monopole and lattice-type construction, a distance equal to 150 percent the height of the tower or 200 feet, whichever is greater; and for towers of guyed-type construction, a distance equal to 150 percent the height of the tower plus the length of guyed wire or 200 feet, whichever is greater.

(2) From any adjoining property zoned or planned residential or existing residential use, the distance of 300 feet or 150 percent of the height of the tower/facility for towers of lattice or monopole construction type; and 300 feet or 150 percent of the height of the tower/facility plus 100 percent of the length of the longest supporting guy wire for towers of guyed type construction as measured the center foundation of the tower/facility to the nearest property line.

(3) From other property lines, a distance equal to at least 50 percent of the height of the tower/facility.

(4) Guys and accessory buildings must satisfy the minimum zoning district setback requirements for accessory structures within the lease area.

*(Ordinance No. 155) (Ordinance No. 184)*

E. Fencing and Screening.

(1) Security Fencing. Towers/facilities shall be enclosed by fencing not less than six feet in height and shall be equipped with appropriate anti-climbing devices.

(2) Screening. The lowest six feet of the tower/facility shall be visually screened by trees, large shrubs, solid walls, buildings, solid fencing, and/or any combination thereof, from all public rights-of-way and adjoining zoned, planned, and/or existing residential land uses.

F. Aesthetics. Towers/facilities shall meet the following general requirements.

(1) Color. Towers/facilities shall maintain a galvanized steel finish. If required to be painted by the FAA, such required colored schemes must be submitted to the Board of Adjustment. All mandated FAA requirements must be provided in writing to the Board of Adjustment prior to any action on applications.

(2) Lighting. Towers/facilities, including antennas, shall not be artificially lighted unless required by the FAA or applicable authority. Unless required as the only option by the FAA, strobe lighting is not permitted. If lighting is required, lighting alternatives and design chosen must cause the least disturbance to the surrounding views. All mandated FAA requirements must be provided in writing to the Board of Adjustment prior to any action on applications.

(3) Signs. No signs shall be allowed on any tower/facility, other than safety or warning signs. If any signage is required consistent with this standard, such signage must comply with the requirements of Section 89.02, Signs.

G. Compliance with Other Regulations. The proposed tower/facility must comply with all other applicable local, State or federal regulations.

H. Obstruction of View. The proposed tower/facility will not unreasonably interfere with the view from any publicly owned or managed areas or major view corridors.

I. Removal of Abandoned Towers/Facilities. If the use of the communication tower/facility is abandoned, the owner of the tower/facility and property owner will be notified that the property is considered to be in a state of abandonment, and such person shall remove the tower/facility, foundational supports, and associated appurtenances within 90 days of receipt of notice from Story County at the owner's expense. Adequate removal shall include the restoration of the site to a state in keeping with the character of the surrounding landscape and the elimination of all ground-level paving. Failure to remove such an abandoned tower/facility within said 90 days shall be grounds to issue a notice of violation in accordance with the requirements of the Ordinance and undertake enforcement action upon the tower/facility owner and property owner.

(1) Any person, firm or corporation not in compliance with these regulations may be deemed guilty of a County infraction.

J. Submittal Requirements. In addition to the submittal requirements defined for conditional use permit applications, all applications for towers/facilities must submit the following information (as applicable). All plans shall be drawn at a scale of one inch equals 50 feet.

(1) A scaled site plan clearly indicating the location, type and height of the proposed tower/facility, existing land uses, adjacent land uses, zoning, Cornerstone to Capstone (C2C) Comprehensive Plan designations of the site and for all properties within 500 feet.

*(Ordinance No. 251)*

(2) Legal description of the parent parcel and leased parcel (if applicable).

(3) The separation distance between the proposed tower/facility and nearest planned and/or existing residential property.

(4) The separation distance from other existing and approved towers. The applicant shall also identify the type of construction of the existing towers and owner/operators of such facilities.

(5) A landscape plan showing specific landscape materials, existing and those proposed, identifying type and size of materials.

(6) Written statements from other applicable jurisdictions such as the FAA regarding coloring and potential lighting requirements. In addition, a copy of the FAA's response to the submitted "Notice of Proposed Construction or Alteration" must be submitted.

(7) A statement by the applicant as to whether construction of the tower/facility will accommodate co-location of additional antennas for future users and documentation regarding the standards for co-located established in the Ordinance.

*(Ordinance No. 152)*

(8) Identification of all other tower/facility sites owned and/or operated by the applicant within Story County.

(9) Elevations showing all facades, indicating exterior materials and color of the tower/facility on the proposed site.

(10) Copy of the signed lease agreement with the property owner.

*(Ordinance No. 152)*

(11) Submittal of search rings established for the proposed communication tower and affidavit that the applicant made diligent, but unsuccessful efforts for permission to install or co-locate the

applicant's wireless communications facilities on all existing towers or other antenna support structures located within an area equal to 100 percent of the search ring for the proposed site of the wireless communications facility.

*(Ordinance No. 155)*

5. Bed and Breakfast Inns.

A. Accommodations must be in the family home in which the host/hostess reside.

B. There shall be no separate or additional kitchen facility for the guests.

C. A guest register shall be maintained of all guests, their length of stay and their place of residence.

D. At least one person not a member of the family thereby residing may be regularly employed on the premises in addition to the proprietor, with no more than one person per 15 customers, as determined by the seating capacity of the dining room. In the case of single-person households, one person in addition to the above may be employed on the premises.

E. Limited services to the public such as receptions, private parties, meetings and similar events may be provided by appointment only. All parking for such events shall be restricted to approved, designated off-street parking spaces. Breakfast shall be served only to residents and overnight guests. Lunch and dinner may be served to the public, by reservation only, but is restricted to available seating not reserved by residents or overnight guests. Maximum seating capacity for meals shall not exceed four persons per guest bedroom. Only one shift per meal shall be served.

6. Commercial WECS (C-WECS). The requirements of the Ordinance shall apply to all C-WECS proposed after the effective date of the Ordinance. C-WECS for which a required permit has been properly issued prior to the effective date of the Ordinance shall not be required to meet the requirements of the Ordinance; provided, any such pre-existing C-WECS, which does not provide energy for a continuous period of 12 months, shall meet the requirements of the Ordinance prior to recommencing production of energy. Also, no modification or alteration to an existing C-WECS shall be allowed without full compliance with the Ordinance.

A. Color and Finish. Wind Turbines shall be painted a non-reflective color. Blades may be black in order to facilitate de-icing. Finishes shall be matte or non-reflective. At C-WECS sites, the design of the buildings and related structures shall, to the extent reasonably possible, use materials, colors, textures, screening and landscaping that will blend the C-WECS to the natural setting and existing environment. Exceptions may be made for meteorological towers, where concerns exist relative to aerial spray applicators.

B. Tower Configuration. All wind turbines, which are part of a C-WECS, shall be installed with a tubular, monopole type tower. Meteorological towers may be guyed.

C. Lighting. C-WECS sites shall not be artificially lighted, except to the extent required by the FAA or other applicable authority. Lighting, including lighting intensity and frequency of strobe, shall adhere to but not exceed requirements established by Federal Aviation Administration permits and regulations. Red strobe lights are preferred for night-time illumination to reduce impacts on migrating birds. Red pulsating incandescent lights should be avoided. Exceptions may be made for meteorological towers, where concerns exist relative to aerial spray applicators.

D. Signage. All signage on site shall comply with Section 89.02 of these regulations. The manufacturer's or owner's company name and/or logo may be placed upon the compartment containing the electrical generator, of the WECS.

Wind turbines shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the C-WECS sites.

E. Feeder Lines. All communications and feeder lines, equal to or less than 34.5 kV in capacity, installed as part of a C-WECS shall be buried.

F. Waste Disposal. Solid and hazardous wastes, including but not limited to crates, packaging materials, damaged or worn parts, as well as used oils and lubricants, shall be removed from the site in a time period as established by the Story County Health Department and disposed of in accordance with all applicable local, State and federal regulations.

G. Minimum Ground Clearance. The blade tip of any wind turbine shall, at its lowest point, have ground clearance of no less than 75 feet.

H. Signal Interference. The applicant shall minimize and mitigate any interference with electromagnetic communications, such as radio, telephone or television signals caused by any C-WECS.

I. Federal Aviation Administration. All C-WECS shall comply with FAA standards and permits.

J. Electrical Codes and Standards. All C-WECS and accessory equipment and facilities shall comply with the National Electrical Code and other applicable standards.

K. Setbacks. The following setbacks and separation requirements shall apply to all wind turbines and meteorological towers; provided that the Board of Adjustment, upon recommendation by the Commission, may reduce the standard setbacks and separation requirements if the intent of the Ordinance would be better served thereby. All other structures shall comply with the applicable setbacks as defined by the base zone district.

*(Ordinance No. 184)*

(1) Structures. Each wind turbine and meteorological tower shall be set back from the nearest residence, school, hospital, church, or public library a distance no less than the greater of: (i) two times its total height; or (ii) 1,000 feet.

*(Ordinance No. 184)*

(2) Property Lines. At no time shall any part of the wind turbine and meteorological tower overhang an adjoining property without securing appropriate easements from adjoining property owners.

*(Ordinance No. 184)*

(3) Public Right-of-Way. Setbacks from public right-of-way, railroads, power lines, and structures shall be a minimum of 1.1 times the height of the tower and rotor.

*(Ordinance No. 184)*

(4) Communication and Electrical Lines. Each wind turbine and meteorological tower shall be set back from the nearest above-ground public electric power line or telephone line a distance no less than 1.1 times its total height, determined from the existing power line or telephone line.

L. Noise. Audible noise due to C-WECS sites operations shall not exceed 60 dBA for any period of time, when measured at any dwelling, school, hospital, church, or public library existing on the date of approval of any conditional use permit from the property line.

*(Ordinance No. 184)*

(1) In the event audible noise due to C-WECS operations contains a steady pure tone, such as a whine, screech, or hum, the standards for audible noise set forth in this subsection shall be reduced by five dBA.

(2) In the event the ambient noise level (exclusive of the development in question) exceeds the applicable standard given above, the applicable standard shall be adjusted so as to equal the ambient noise level. The ambient noise level shall be expressed in terms of the highest whole number sound pressure level in dBA, which is succeeded for more than five minutes per hour. Ambient noise levels shall be measured at the exterior of potentially affected existing residences, schools, hospitals, churches and public libraries. Ambient noise level measurement techniques shall employ all practical means of reducing the effect of wind generated noise at the microphone. Ambient noise level measurements may be performed when wind velocities at the proposed project site are sufficient to allow wind turbine operation, provided that the wind velocity does not exceed 30 mph at the ambient noise measurement location.

(3) In the event the noise levels resulting from the C-WECS exceed the criteria listed above, a waiver to said levels may be granted by the Board of Adjustment upon recommendation by the Commission provided that the following has been accomplished:

a. Written consent from the affected property owners has been obtained stating that they are aware of the C-WECS and the noise limitations imposed by the Ordinance, and that consent is granted to allow noise levels to exceed the maximum limits otherwise allowed; and

b. If the applicant wishes the waiver to apply to succeeding owners of the property, a permanent noise impact easement shall be recorded in the Office of the Story County Recorder which describes the burdened properties and which advises all subsequent owners of the burdened property that noise levels in excess of those permitted by the Ordinance may exist on or at the burdened property.

**M. Safety.**

(1) All wiring between wind turbines and the C-WECS substation shall be underground. If the developer can demonstrate the need for an overhead line and the acceptance of landowners for this line, such option may be approved conditionally by the Board of Adjustment

(2) Wind turbines and meteorological towers shall not be climbable up to 15 feet above ground level.

***(Ordinance No. 184)***

(3) All access doors to wind turbines and meteorological towers and electrical equipment shall be locked when not being serviced.

***(Ordinance No. 184)***

(4) Appropriate warning signage shall be placed on wind turbine towers, electrical equipment, and C-WECS entrances.

(5) For all C-WECS, the manufacturer's engineer or another qualified engineer shall certify that the turbine, foundation and tower design of the C-WECS is within accepted professional standards, given local soil and climate conditions.

(6) For all guyed towers, visible and reflective objects, such as plastic sleeves, reflectors or tape, shall be placed on the guy wire anchor points and along the outer and innermost guy wires up to a height of eight feet above the ground. Visible fencing shall be installed around anchor points of guy wires. The property owner must sign a notarized acknowledgement and consent form allowing construction of the turbine and guyed wires without fencing as required in the Ordinance to be presented to the Commission and Board of Adjustment.

***(Ordinance No. 184)***

N. Discontinuation and Decommissioning. A C-WECS shall be considered a discontinued use after one year without energy production, unless a plan is developed and submitted to the Director outlining the steps and schedule for returning the C-WECS to service. All C-WECS and accessory facilities shall be removed to four feet below ground level within 180 days of the discontinuation of use. Each C-WECS shall have a decommissioning plan outlining the anticipated means and cost of removing C-WECS at the end of their serviceable life or upon becoming a discontinued use. The cost estimates shall be made by a professional engineer licensed in the State of Iowa. The plan shall also identify the financial resources that will be available to pay for the decommissioning and removal of the C-WECS and accessory facilities. The County reserves the right to verify that adequate decommissioning terms are contained in the landowner easement.

(1) The applicant shall submit a copy of the commissioning plan to all property owners within the Conditional Use Permit area. The property owners shall provide the County a signed affidavit stating their awareness and responsibility of decommissioning costs.

(2) Decommissioning Fund. The applicant shall continuously maintain a financial assurance mechanism in the form of a performance bond and/or other security approved by the County Attorney, for the period of the life of the facility. The amount of the security shall be 130 percent of the total decommissioning cost identified in the decommissioning plan, as amended by the Board of Adjustment. The financial assurance mechanism must ensure that funds will be available upon discontinuation and shall not include the future value, if any, of scrap. If a bond is posted to meet this requirement, the bond-issuing company must be agreed upon by both the applicant and County. All decommissioning, removal and remediation fund requirements shall be fully funded before a zoning permit is issued. The County shall have sole discretion with regard to the determination of the mode of financial assurance.

O. Avoidance and Mitigation of Damages to Public Infrastructure.

(1) Roads. Applicants shall identify all roads to be used for the purpose of transporting C-WECS, substation parts, cement, and/or equipment for construction, operation or maintenance of the C-WECS and obtain applicable weight and size permits from the impacted road authority prior to construction.

(2) Existing Road Conditions. Applicant shall conduct a pre-construction survey, in coordination with the impacted local road authority to determine existing road conditions. The survey shall include photographs and a written agreement to document the condition of the public facility. The applicant is responsible for on-going road maintenance and dust control measures identified by the Story County Engineer during all phases of construction.

*(Ordinance No. 184)*

(3) Drainage System. The applicant shall be responsible for immediate repair of damage to public drainage systems stemming from construction, operation or maintenance of the C-WECS.

(4) Required Financial Security. The applicant shall be responsible for restoring or paying damages as agreed to by the applicable road authority sufficient to restore the roads and bridges to preconstruction conditions. Financial assurance mechanisms in the form of a performance bond and/or other security approved by the Story County Attorney's Office shall be submitted covering 130 percent the costs of all required improvements. This requirement may be waived by the Board of Adjustment by recommendation from the Story County Engineer.

P. Shadow Flicker. Shadow flicker shall be limited to a maximum exposure of 30 hours per year and actual exposure of 10 hour per year when measured at any dwelling, school, hospital, church or public library existing on the date of approval of any conditional use permit from any turbine. In the event that a turbine is proposed to be sited within 10 times the rotor diameter of a turbine from any of

these structures, a shadow flicker analysis shall be required demonstrating conformance to this requirement. In the event shadow flicker exposure time resulting from a C-WECS exceeds the criteria listed herein, a waiver to said levels may be granted by the Board of Adjustment upon recommendation by the Commission, provided that the following has been accomplished:

(1) Written consent from the affected property owners has been obtained stating they are aware of the C-WECS and the shadow flicker limitations imposed by the Ordinance, its adverse health effects, and that consent is granted to allow shadow levels to exceed the maximum limits otherwise allowed.

(2) If the applicant wishes the waiver to apply to succeeding owners of the property, and permanent shadow flicker impact easement shall be recorded in the Office of the Story County Recorder which describes the burdened properties and which advises all subsequent owners of the burdened property that shadow flicker is in excess of those permitted by the Ordinance may exist on or at the burdened property, and its potential adverse health effects.

Q. Submittal Requirements. In addition to the submittal requirements defined for conditional use permit applications, all applications for C-WECS must submit the following information (as applicable).

(1) The names of project applicant.

(2) The name of the project owner.

(3) The legal description and address of the project.

(4) A description of the project, including number, type, name plate generating capacity, tower height, rotor diameter, and total height of all wind turbines, and means of interconnecting with the electrical grid.

(5) Site layout, including the location of property lines, wind turbines, electrical wires, interconnection points with the electrical grid, and all related accessory structures. The site layout shall include distances and be drawn to scale.

(6) Engineer's certification as required in these supplemental standards.

(7) Documentation of land ownership or legal control of the property.

(8) The latitude and longitude of individual wind turbines.

(9) A USGS topographical map, or map with similar data, of the property and surrounding area, including any other C-WECS within 10 rotor diameters of the proposed C-WECS.

(10) Existing Resources Inventory.

*(Ordinance No. 184)*

(11) An Acoustical analysis.

(12) FAA Permit Application.

(13) Location of all known communications towers/facilities within two miles of the proposed C-WECS.

*(Ordinance No. 184)*

(14) Decommissioning Plan.

*(Ordinance No. 184)*

(15) Description of potential impacts on all nearby C-WECS and non C-WECS and wind resources on adjacent properties.

*(Ordinance No. 184) (Ordinance No. 192)*

(16) Identification of significant migratory patterns and nesting areas for birds within two miles. (Supplemental Standards for C-WECS adopted with Ordinance No. 152) (Ordinance No. 184)

(17) Shadow Flicker Analysis.

7. Adult Bookstores and Adult Establishments or Cabarets. These uses shall not be located within 1,320 feet of each other, or any public or parochial school, licensed day care facility, church, public park, planned residential land use, residential district or any dwelling (measurements shall be from property line to property line). All building openings (entries, windows) shall be covered in a way to prevent view into the interior of the building from any public right-of-way.

*(Ordinance No. 184)*

8. Commercial – Solar Energy Systems (C-SES). The requirements of the Ordinance shall apply to all C-SES proposed after the effective date of the Ordinance, as amended. Any C-SES for which a required permit has been properly issued prior to the effective date of the Ordinance shall not be required to meet the requirements of the Ordinance; provided that any such pre-existing C-SES, which does not provide energy for a continuous period of 12 months, shall meet the requirements of the Ordinance prior to recommencing production of energy. Concentrated solar power (CSP) systems shall be prohibited.

A. Height. Ground-mounted solar energy devices or a combination of devices comprising a C-SES shall not exceed the maximum height as defined by the base zone district when oriented at maximum tilt.

B. Setbacks and Separation Requirements. The following setbacks and separation requirements shall apply to any ground-mounted solar energy device or combination of devices comprising a C-SES:

(1) Structures. Setbacks from the nearest residence, school, hospital, church, public library, or similar institutional use shall be 100 feet or greater.

(2) Property Lines. Setbacks from property lines shall be 1.1 times the height of the tallest component of the C-SES or comply with the applicable base zone district, whichever is greater.

a. At no time shall any part of the ground-mounted solar energy device or combination of devices comprising a C-SES overhang an adjoining property without securing appropriate easements from adjoining property owners.

b. Greater setbacks may be required by the Board of Adjustment absent a solar access easement agreement.

(3) Public Right-of-Way. Setbacks from public right-of-way shall comply with the applicable setbacks as defined by the base zone district.

C. Glare. Solar energy devices must be constructed to minimize glare or reflections to adjacent properties and roadways and must not interfere with traffic, including air traffic, or create a safety hazard.

D. Ground Cover and Buffer Areas. Perennial vegetative ground cover shall be planted on the ground around and under solar arrays and in project site buffer areas, and the ground shall meet the following standards:

(1) Top soils shall not be removed from the site during development unless the removal is part of a remediation effort pre-defined and approved through the Conditional Use Permit.

(2) Soils shall be planted and maintained in perennial vegetation in accordance with subparagraph 3 below to prevent erosion, manage run-off, and build soil.

(3) Seed mixes and maintenance practices must be approved by Story County Conservation prior to action by the Board of Adjustment.

E. Fencing. Ground-mounted solar energy device or combination of devices comprising a C-SES shall be enclosed by perimeter fencing at a height of eight feet to restrict unauthorized access. Security fences and gates must be maintained in good condition until the site is decommissioned.

F. Signage. No signs other than appropriate warning signs, or standard manufacturers', operators', or installers' identification signage, shall be displayed.

G. Approved Solar Components. Electric solar system components must have a UL (Underwriters Laboratories Inc.) listing.

H. Compliance with Applicable Codes.

(1) State Building Code. All active C-SES shall meet all requirements of the current State Building Code.

(2) National Electric Code. All C-SES shall comply with the National Electrical Code, current edition.

I. Underground Installation of Utilities. On-site power lines and utility connections shall be placed underground.

J. Lighting. C-SES shall not be artificially lighted, except to the extent required by the FAA or other applicable authority.

K. Utility Notification. C-SES shall not be approved by the Board of Adjustment until evidence has been given to Story County that the electric utility company has been informed of the customer's intent to install an interconnected customer-owned generator. Off-grid systems shall be exempt from this requirement.

L. Discontinuation and Decommissioning. C-SES shall be considered discontinued after one year without energy production, unless a plan is developed and submitted to the Director outlining the steps and schedule for returning the C-SES to service.

(1) Removal Requirements. Any C-SES which has reached the end of its useful life or has been determined to be discontinued pursuant to this section shall be decommissioned and removed within 180 days of the discontinuation of use.

(2) Decommissioning shall consist of:

a. Physical removal of all large-scale ground-mounted solar photovoltaic installations, structures, equipment, security barriers and transmission lines from the site.

b. Disposal of all solid and hazardous waste in accordance with local, State, and federal waste disposal regulations.

c. Stabilization or re-vegetation of the site as necessary to minimize erosion. The Director may allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation.

(3) Decommissioning Plan and Financial Surety.

a. C-SES shall have a decommissioning plan outlining the anticipated means and costs of removing the C-SES at the end of its serviceable life or upon becoming discontinued.

b. The decommissioning plan shall identify financial resources that will be available to pay for decommissioning and removal of C-SES.

c. The applicant shall continuously maintain a financial assurance mechanism in the form of a performance bond and/or other security approved by the County Attorney, for the period of the life of the facility. The amount of the security shall be 130 percent of the total decommissioning cost identified in the decommissioning plan. The financial assurance mechanism must ensure that funds will be available upon discontinuation and shall not include the future value, if any, of scrap. If a bond is posted to meet this requirement, the bond issuing company must be agreed upon by both the applicant and County. All decommissioning, removal and remediation fund requirements shall be fully funded before a zoning permit is issued. The County shall have sole discretion with regard to the determination of the mechanism of financial assurance.

d. Property Owner Affidavit. The applicant shall submit a copy of the decommissioning plan to all property owners within the boundaries of the Conditional Use Permit area. The property owners shall provide the County a signed affidavit acknowledging receipt of the plan and their responsibility for decommissioning costs.

M. Monitoring and Maintenance. The owner or operator of C-SES shall maintain the facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security measures. Internal circulation drives shall be maintained by the owner or operator to a level acceptable to the applicable fire chief and Story County Emergency Management Agency. The owner or operator shall be solely responsible for the cost of maintaining the C-SES and any internal access roads.

N. Avoidance and Mitigation of Damages to Public Infrastructure.

(1) Roads. Applicants shall identify all roads to be used for the purpose of transporting components and/or equipment for construction, operation or maintenance of the C-SES and obtain applicable weight and size permits from the impacted road authority prior to construction.

(2) Existing Road Conditions. Applicant shall conduct a pre-construction survey, in coordination with the impacted local road authority to determine existing road conditions. The pre-construction survey shall include photographs and a written agreement to document the condition of the roads and applicable public facilities. The applicant is responsible for on-going road maintenance and dust control measures identified by the Story County Engineer during all phases of construction.

(3) Drainage System. The applicant shall be responsible for immediate repair of damage to public drainage systems stemming from construction, operation, or maintenance of the C-SES.

(4) Required Financial Security. The applicant shall be responsible for restoring or paying damages as agreed to by the applicable road authority sufficient to restore the roads and bridges to preconstruction conditions. Financial assurance mechanisms in the form of a performance bond and/or other security approved by the Story County Attorney's Office shall be submitted to the Planning and Development Department covering 130 percent of the costs of all required improvements prior to final issuance of the conditional use permit by the Board of Adjustment. This requirement may be waived by the Board of Adjustment upon recommendation from the Story County Engineer.

O. Submittal Requirements. All C-SES applications must submit the following information in addition to the submittal requirements defined for conditional use permit applications.

(1) The names of the project applicants.

(2) The names of the project owners.

(3) The legal description and address of the project.

(4) Site plan showing property lines and physical features, including roads, setbacks, floodplain (if applicable), buildings, solar panels, right-of-way, and zoning district designations for the project site.

(5) Pre-construction survey and proposed routes as defined in subparagraph (N)(2) of this subsection.

(6) Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, and screening vegetation or structures.

(7) Number, location, and spacing of solar panels/arrays.

(8) Proposed locations of underground or overhead electric lines.

(9) Project development timeline.

(10) Existing Resources Inventory as defined in Chapter 85.

(11) Certification of structural and electrical compliance with the National Electrical Code by an Iowa-licensed engineer or architect, including one or three-line electrical diagram detailing the solar photovoltaic installation, associated components, and electrical interconnection methods, with all

National Electrical Code compliant disconnects and overcurrent devices in accordance with subparagraph (H)(2) of this subsection.

(12) Certification of compliance with subparagraph (H)(1) of this subsection by an Iowa-licensed engineer or architect.

(13) Manufacturer’s documentation of the major system components to be used, including the PV panels, mounting system, and inverter.

(14) Documentation of actual or prospective access and traffic control of the project site.

(15) Interconnection agreement.

(16) Operation and maintenance plan of the C-SES, which shall include measures for maintaining safe access to the installation, storm water controls, as well as general procedures for operation and maintenance of the installation.

(17) Proof of liability insurance.

(18) Emergency services plan, including (but not limited to) the project summary, electrical schematic and means of shutting down energy systems throughout the life of the installation.

(19) Decommissioning plan in accordance with subparagraph (L)(3) of this subsection.

(20) Letters of financial security as defined in subparagraphs (L)(3) and (N)(4) of this subsection.

(21) Property owner affidavit as defined in subparagraph (L)(3)(d) of this subsection.

10. Adaptive Reuse. The renovation and remodeling of structures on the National Register of Historic Places for adaptive reuse may not destroy or obscure essential architectural features. In addition, such architectural features must be enhanced to the extent that it is feasible and prudent to do so.

*(Ordinance No. 307)*

**Table 90-1 – Table of Conditional Uses**

Key: C – signifies that conditional use permit is necessary CS – supplemental standards apply	ZONING DISTRICTS									
	A-1	A-2	A-R	R-1	R-2	RMH	C-LI	HI	GBC	
Key: C – signifies that conditional use permit is necessary CS – supplemental standards apply	ZONING DISTRICTS									
	A-1	A-2	A-R	R-1	R-2	RMH	C-LI	HI	GBC	
Private, non-commercial aircraft landing fields					C				C	C
Golf courses (except miniature golf courses or practice driving ranges operated for commercial purposes) *			C	C	C			C		
Private gun clubs, skeet shooting ranges, and similar uses ( <i>Ordinance No. 192</i> ) *					C			C		
Indoor recreational facilities ( <i>Ordinance No. 192</i> )		C	C	C	C	C	C		C	
Campgrounds not operated for profit *		C								C
Lodges and fraternal organizations *		C								C

Public water supply and sewage treatment facilities	C	C	C	C	C	C	C	C	
Communication towers and facilities	CS	CS						CS	CS
Any land or building used by a utility service for the purpose of generating or converting power, except C-WECS, which are held subject to supplemental standards ( <i>Ordinance No. 192</i> ) ( <i>Ordinance No. 219</i> )	C	C						C	C
Any public building or structure or facility erected and used by any department of the township, County, or city government, including (but not limited to) public aircraft landing fields and facilities, and sanitary landfills	C	C	C	C	C	C	C	C	C
Nurseries and greenhouses, including retail sales	C								
Drag strips, go-cart tracks, courses, and/or activity areas for motorcycles, minibikes, snowmobiles and ATVs, provided that the minimum lot area is 20 acres *	C							C	
Commercial campgrounds and travel trailer parks *	CS						CS	CS	
Mineral extraction and primary mineral processing	CS	CS						CS	CS
Ready mix concrete plants, asphalt paving mixture plants, and small ancillary products manufactured by the plant operators utilizing excess material, in conjunction with and adjacent to a mineral extraction and primary mineral processing operation	C	C							
Adaptive reuse of abandoned schools, churches or <u>buildings</u> or other structures listed on the National Register of Historic Places or those designated as local landmarks that contribute to a historic district, or other institutional, commercial or industrial buildings where a proposed use or proposed combination of two or more principal uses, on one lot within one building, is not otherwise permitted	<u>CS</u>								
Rural salvage yard in conjunction with an owner-occupied single-family dwelling	CS	CS							
Child care centers serving more than six children and operating only between the hours of 6:00 a.m. and 10:00 p.m. *	C		C	C	C	C			
Agricultural lime storage site (fill and draw) operation for purposes of reducing the moisture content of lime slurry	C	C						C	C
Bed and breakfast inn	CS	CS							
Astronomical observatories	C	C							C
Construction and demolition landfills *	C	C						C	C
Farms, agritourism	CS	CS							CS

(Ordinance No. 253)									
Churches and/or similar uses *	C	C	C	C	C	C	C	C	
Commercial Wind Energy Conversion Systems (C-WECS)	CS	CS					CS	CS	
Adult bookstores and adult establishments or cabarets ( <i>Ordinance No. 184</i> )							CS	CS	
Commercial Solar Energy Systems (C-SES) (Ordinance No. 251)	CS	CS	CS				CS	CS	
Yard waste composting facility	C	C						C	
Human services facilities and programs, except uses meeting the definition of family home under Chapter 85* (Ordinance No. 247)	C	C	C	C	C	C	C	C	
Kennels for the raising and boarding of dogs or other small animals, provided, all buildings including exercise runways be at least 50 feet from all property lines and at least 200 feet from any residential district (or residential property) line.* (Ord. 277 - Jan. 19 Supp.)	C	C							
Home Business - Significant Easing of Requirements for an established, compliant Home Business in conformance with Chapter 89.01(4) only. (Ord. 278 - Jan. 19 Supp.)	C	C	C	C	C	C			
* It is not intended to permit those uses marked with * in the A-1 District where the Land Evaluation and Site Assessment (LESA) score for the subject parcel is 267-300.									



# Colo-NESCO Child Care

Research, Report, and Funding

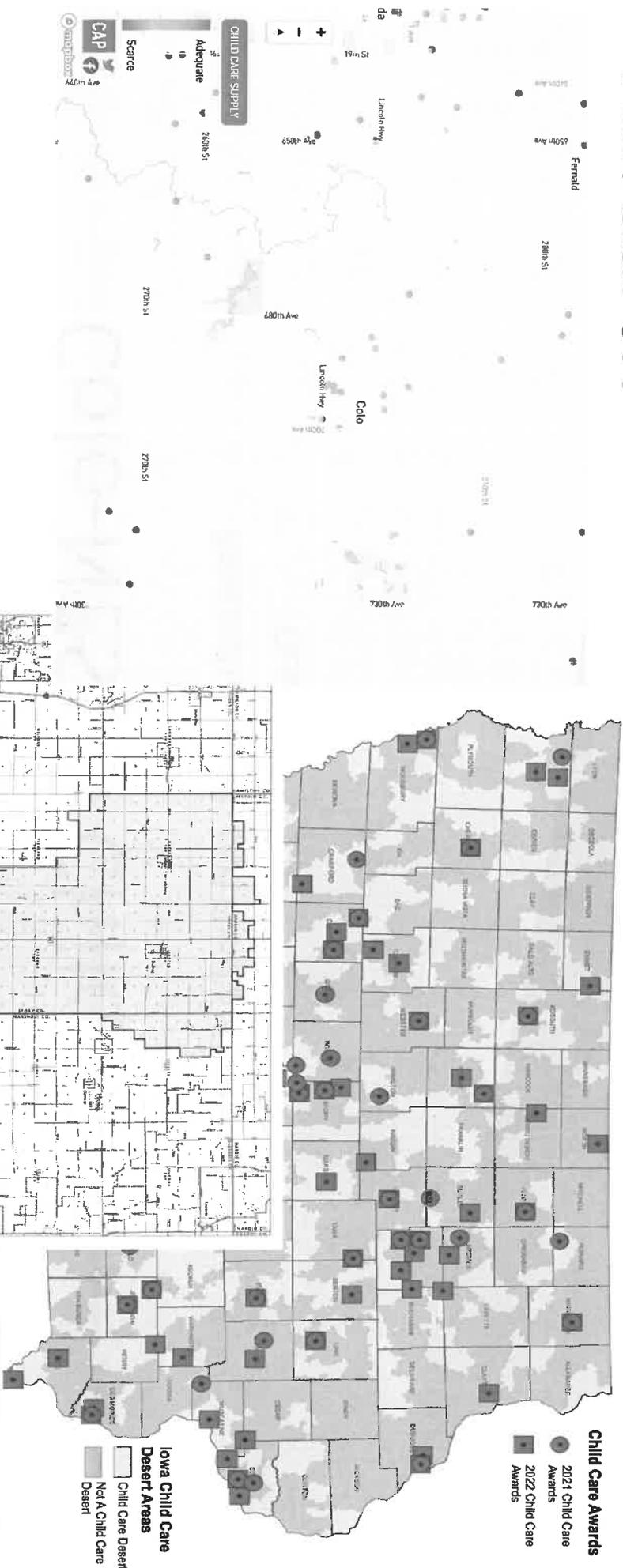
October 25<sup>th</sup>, 2022



Ames  
ECONOMIC DEVELOPMENT COMMISSION

# Research

## Future Ready Iowa Child Care Awards



Iowa Department of Education School Districts Pending Verification 2011-2022  
**COLI-O-NESCO SCHOOL**

2021 Child Care Awards  
 2022 Child Care Awards  
 Child Care Desert  
 Not A Child Care Desert

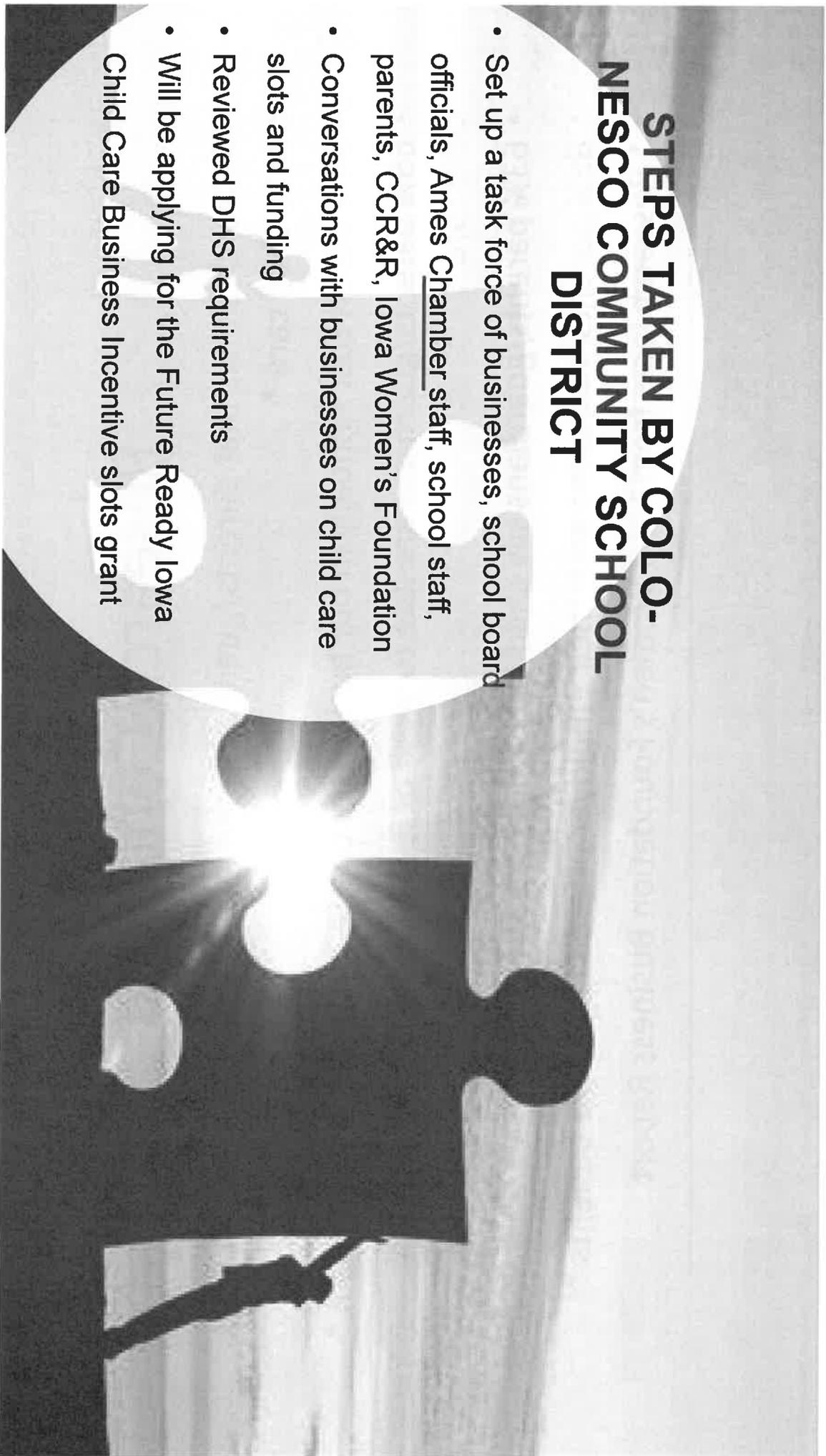
Updated February 11, 2022

## Research Continued

- Research shows that parents/guardians miss an average of 4.3 days of work due to child care \*
  - \$4.4 Billion Lost Annually in our businesses due to employee absenteeism \*
  - 65% parents/guardians are late to work or leave work early because of child care \*
  - 63% parents/guardians say child care influences their careers
  - 85% parents/guardians wish their employer offered child care benefits \*
  - \* Research facts from Iowa Women's Foundation Business Report
-

## **STEPS TAKEN BY COLO- NESCO COMMUNITY SCHOOL DISTRICT**

- Set up a task force of businesses, school board officials, Ames Chamber staff, school staff, parents, CCR&R, Iowa Women's Foundation
- Conversations with businesses on child care slots and funding
- Reviewed DHS requirements
- Will be applying for the Future Ready Iowa Child Care Business Incentive slots grant



# Funding

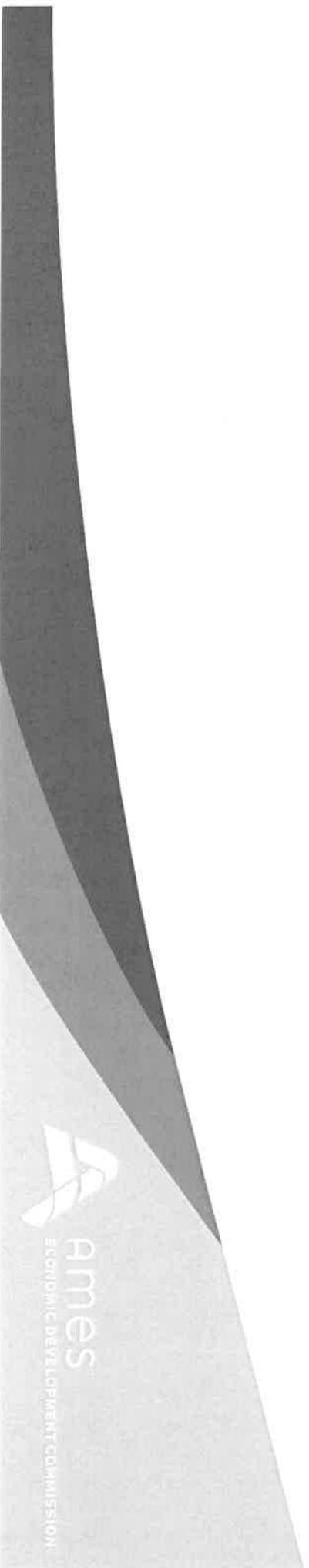
- Discussions with several businesses for grants
- Discussions with several businesses for child care slot benefits
- Applying for the Future Ready Child Care Grant
- Discussions with YSS and their Kids Club
- Short List of items needed:
  - Sidewalk
  - Security for door
  - Smaller chairs/ tables
  - Software for name to face check in process (bathroom, lunch, arrival, etc)
  - Blinds that push up
  - Doors for storage areas and bathrooms in classrooms
  - Low shelving
  - Training
    - CPR/1st Aid
    - Mandatory Reporter
    - IQ4K
    - Essential
  - Cubbies/lockers
  - Emergency preparedness kits

# Story County Board of Supervisor Funding

Expense Category	Future Ready Iowa Child Care Business Incentive slots grant	Story County Board of Supervisor Funding
Personnel Related (overall project coordination, bookkeeping and marketing support)		\$20,000
Items for child care facility (books, furniture, games, doors, etc)	\$50,000	\$15,000
Wrap Around Services - transportation	\$20,000	
Security ( Building and children)	\$20,000	\$4,000
Scholarship for families		\$3,000
Training, Safety, Process & Procedures	\$20,000	\$5,000
Snacks & Lunches	\$25,000	
DHS Certification	\$15,000	\$3,000
Total Budget	\$150,000	\$50,000

\* Not listed are the funds from businesses support

# Questions?





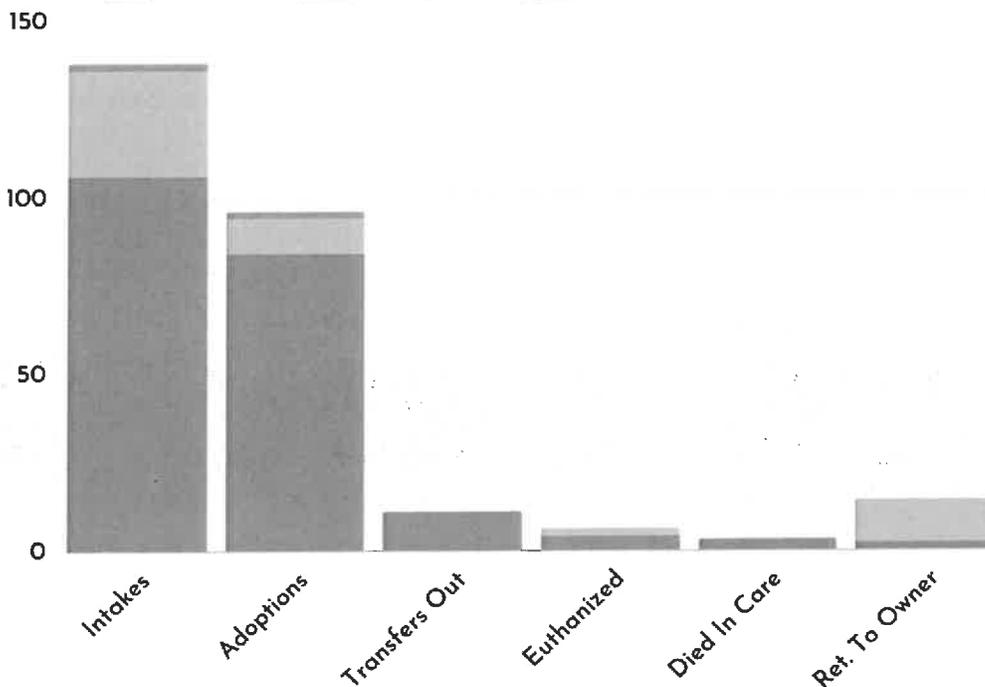
**Story County Animal Control and Shelter**  
Quarterly Report: July 1<sup>st</sup>, 2022 – September 30th, 2022

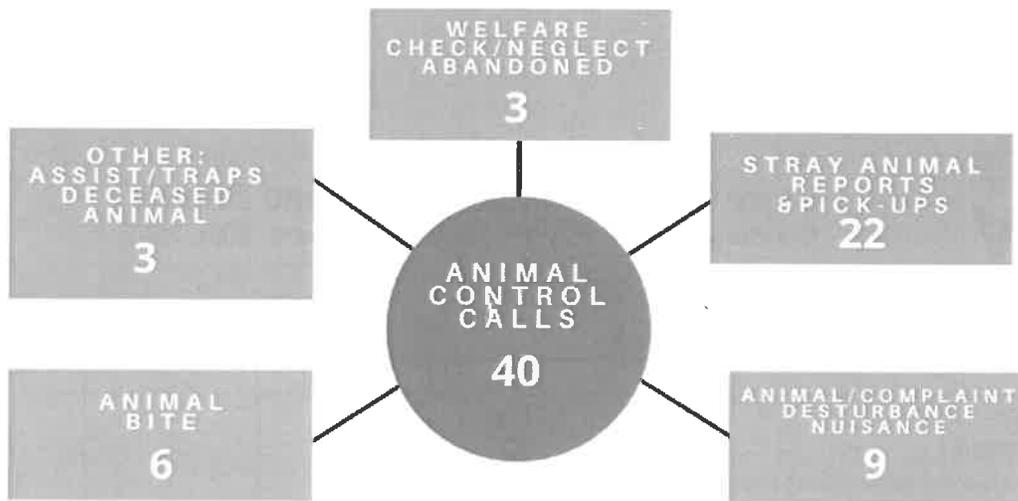
	July	August	Sept	Total
Cat Intakes	26	55	25	106
Cats Adopted	20	26	38	84
Cats Transferred to another rescue	0	10	1	11
Cats Euthanized(medical)	2	2	0	4
Cats Died in Care	0	2	1	3
Cats Returned to Owner	0	0	2	2
<hr/>				
Dog Intakes	12	4	14	30
Dogs Adopted	1	4	5	10
Dogs Transferred to another rescue	0	0	0	0
Dogs Euthanized(medical)	0	0	0	0
Dogs Euthanized(behavior)	0	0	2	2
Dogs Died in Care	0	0	0	0
Dogs Returned to Owner	5	0	7	12
<hr/>				
Other Animal Intakes	2	0	0	2
Other Animals Transferred	0	0	0	0
Other Animals Adopted	0	0	2	2



**A LOOK AT OUR NUMBERS**

■ Cats    ■ Dogs    ■ Other





**Current Animal Population 10/20/2022: Dogs - 5, Cats -89**

**Animals in Foster Care as of 10/20/2022: Dogs - 1, Cats - 19**

Donations Received:	July	Aug.	Sept.	Total
	\$878.50	\$1,478.49	\$1,450.51	\$3,807.50

### Looking Back

Last quarter was busy for animal shelter staff with kitten season catching up from its slow start. We took in 106 cats and kittens. Even though we had a sudden uptick in animal intakes, we are also seeing an increase in our adoptions from earlier months. Plucky Paws and her group joined us again to volunteer around the shelter, helping with animal socialization, enrichment, and cleaning tasks. They also donated a small freezer to the shelter to help store the pup-sickles they made for the animals in our care. The yearly fundraiser put on by the Chasin' Tails Memorial Fun Run crew was held for our shelter September 17<sup>th</sup>. This group of generous individuals ride in memory of a family member who was an animal advocate and supporter of animal shelters and welfare. They raised a total of \$4,125. We are so grateful for their continued support.

### Looking Ahead

I have now added the volunteer application to the animal control portion of the website making it easier for people to help us care the animals at the shelter. We are continuously working on making our volunteer program better and are currently working on an online orientation for new volunteers. Microchips are ready to go and we will start implanting them into our adoptable animals. I had the opportunity to help the Ames Animal Shelter with a microchip clinic on October 8<sup>th</sup> and looking forward to collaborating with them next year to help even more people microchip their pets. This is such an incredibly helpful tool when it comes to reuniting animals and their owners.



accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.



# ARPA QUARTERLY REPORT

~~APPROVED~~ ~~DENIED~~

Board Member Initials: \_\_\_\_\_

Meeting Date: \_\_\_\_\_

Follow-up action: Rec'd

OCTOBER 2022

Submitted by Leanne A. Harter, AICP, CFM

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

[lharter@storycountyiowa.gov](mailto:lharter@storycountyiowa.gov)  
515-382-7247

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS  
October 2022**



**EXTERNAL APPLICATIONS**

<b>Project ID Number</b>	<b>Project Name</b>	<b>Organization Name</b>	<b>Amount Approved</b>
1	Providing Premium Pay to Eligible Workers	The Whistle Stop Childcare Center and Preschool	\$ 250,000

**SAM.gov Registration/Verification**

YES  NO

**Project Status**

Not Started

Completed less than 50%

Completed 50% or more

Completed

PERFORMANCE MEASURES: Nothing to report.

NOTES: Subrecipient received verification from SAM.gov of registration status on 10/7/2022.

2	Project Uplift – PROJECT WITHDRAWN	City of Nevada	\$ 120,000
3	Re-Building Great Futures for Story County Kids	Boys and Girls Clubs of Story County	\$ 275,000

**SAM.gov Registration/Verification**

YES  NO

**Project Status**

Not Started

Completed less than 50%

Completed 50% or more

Completed

PERFORMANCE MEASURES:

- On quarterly basis report on current project timeline and benchmarks

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS**  
**October 2022**



Hired our Operations Director to oversee the project. Official start date will be closer to mid/late November. Started meetings with a local IT company to review our current IT needs and what support services will be best moving forward. We completed internal budgeting of the granted funds.

- **Existing and new sharing agreements with school districts**  
 Added the one of the Ames HS Principals to our Board of Directors. Also, building relationships with the new Juvenile Court Liaison for Ames School District.
- **Academic progress of youth who attend the Club regularly**  
 Have not started this performance measure
- **Internet speeds pre-upgrade and post**  
 Our fiber install was completed before the award date. At this time we do not think these funds will be spent. We will make a final determination after we have our review meetings with our IT company
- **New programming and services developed to address life skill needs**  
 Have not started this performance measure
- **New programming and services developed to address learning loss**  
 Have not started this performance measure
- **How internet access and improved technology has improved services**  
 This work has just started. We will have better data closer to 3<sup>rd</sup> quarter of 2023
- **Success stories**  
 N/A at this point

**NOTES:**

**5 Collins Water Infrastructure Project** **City of Collins** **\$ 340,000**

SAM.gov Registration/Verification

YES  NO

APPROVED

PENDING APPROVAL BY BOS

Contract Status

NOT RECEIVED FROM SUBRECIPIENT

Project Status

EXPENDITURES

CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT

Not Started

Current \$ 0

\$ 0

Completed less than 50%

Cumulative \$ 0

Completed 50% or more

Completed

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS**  
**October 2022**



**PERFORMANCE MEASURES:**

- **On quarterly basis report on current project timeline and benchmarks**  
**Project Timeline and Benchmarks**  
 Unknown at this time.
- **In the past quarter, please report if the project has experienced delays, and describe the nature of the delay, how far delayed, and any changes to completion date?**  
 No delays.
- **Percentage of water loss (pre-repair, during and after) – average for SFD, MFD, Institutional/Public, Commercial and Industrial Customers**  
 Our water loss per month through the entire town, including residential homes and businesses, is anywhere from 20-40% pre-repair.
- **Current and post-construction water rates post-repair) – average for SFD, MFD, Institutional/Public, Commercial and Industrial Customers**  
 Water rates pre-repair are as follows: \$20.81 for the first 1,000 gallons and \$16.85 for each 1,000 gallons after the first 1,000 gallons.
- **Statement regarding degree to which improvements adequately support the needs of the Collins-Maxwell CSD’s athletic complex upgrades.**  
 The new water main will be larger than the current water main and it will help with the school’s improvements greatly. The school just started the remodel of the softball field and complex this week.
- **Analysis of water pressure for household (pre and post project)**  
 We will monitor this as the project takes place.

**NOTES:**

<p><b>6 Collins Wastewater System Revitalization Project</b></p> <p>SAM.gov Registration/Verification  <input checked="" type="checkbox"/> YES   <input type="checkbox"/> NO</p> <p>Project Status  <input checked="" type="checkbox"/> Not Started  <input type="checkbox"/> Completed less than 50%  <input type="checkbox"/> Completed 50% or more  <input type="checkbox"/> Completed</p>	<p><input checked="" type="checkbox"/> APPROVED   <input type="checkbox"/> PENDING APPROVAL BY BOS</p> <p>EXPENDITURES          Current \$ 0          Cumulative \$ 0</p>	<p><b>City of Collins</b>      <b>\$ 277,500</b></p> <p>Contract Status  <input type="checkbox"/> NOT RECEIVED FROM SUBRECIPIENT</p> <p>CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT          \$ 0</p>
---	---	---

Submitted by Leanne A. Harter, AICP CFM  
 County Outreach and Special Projects Manager

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS**  
**October 2022**



**PERFORMANCE MEASURES:**

- **On quarterly basis report on project timeline and benchmarks**  
**Project Timeline and Benchmarks**  
 Work will begin very soon on the residential inspection portion of the project.
- **In the past quarter, please report if the project has experienced delays, and describe the nature of the delay, how far delayed, and any changes to completion date?**  
 No delays.
- **Number of inspections for households and number of households requiring further mitigation (Pre-construction/Post-construction)**  
 N/A
- **Average amount of homeowner repairs based on issues identified during inspections**  
 N/A
- **Number of undetected water leaks**  
 N/A
- **Percentage change to community-wide water losses**  
 N/A
- **Provide maximum monthly I&I rate for 12 months before and following improvements**  
 I do not have this information, but will get it from our Public Works Director and have it for the next quarterly report.
- **Change in status of Significant Non-Compliance by the IDNR**  
 N/A

**NOTES:**

<b>7</b>	<b>Collins Economic Relief Program</b>	<b>City of Collins</b>	<b>\$ 54,400</b>
SAM.gov Registration/Verification		Contract Status	
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> PENDING APPROVAL BY BOS
		<input type="checkbox"/> NOT RECEIVED FROM SUBRECIPIENT	
Project Status		CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT	
<input type="checkbox"/> Not Started		Current	\$ 0
<input checked="" type="checkbox"/> Completed less than 50%		Cumulative	\$ 8,824.36*
<input type="checkbox"/> Completed 50% or more			\$ 1,624.36 (9/7/2022)
<input type="checkbox"/> Completed			\$ 7,200.00 (9/29/2022)
		<i>*For US Treasury report, cumulative was \$1,624.36 based on approved claims.</i>	

**PERFORMANCE MEASURES:**

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS**  
**October 2022**



- **On quarterly basis, provide:**
  - **number of new participants for quarter and total number of participants;**  
1200 meals were served to 1200 participants
  - **total number of meals distributed;**  
1200
  - **by provider, total number of meals purchased;**  
400 per provider
  - **total allocations to restaurants/providers for meals.**  
8,723.56
  - **Results of survey conducted by community determining potential economic impacts to households participating in the program**  
Survey has not been done yet.
  - **Success stories**  
Heard many people say how helpful this program is, while they were picking up their meals! One man was pleased that his elderly mother would have dinner on an evening that he had to work and wouldn't be able to cook for her (we delivered the meal to her).

**NOTES:**

<b>9 Promote Nutritional Security in ESC</b>	<b>Nevada Food at First</b>	<b>\$ 45,650</b>
SAM.gov Registration/Verification	Contract Status	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> APPROVED <input checked="" type="checkbox"/> PENDING APPROVAL BY BOS	<input type="checkbox"/> NOT RECEIVED FROM SUBRECIPIENT
Project Status	EXPENDITURES	CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT
<input checked="" type="checkbox"/> Not Started	Current \$ 0	\$ 0
<input type="checkbox"/> Completed less than 50%	Cumulative \$ 0	
<input type="checkbox"/> Completed 50% or more		
<input type="checkbox"/> Completed		
PERFORMANCE MEASURES:		
<b>NOT REQUIRED THIS QUARTER.</b>		
PERFORMANCE MEASURES:		
<b>NOT REQUIRED THIS QUARTER.</b>		

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS**  
**October 2022**



NOTES: ON CONSENT AGENDA FOR 10/11/2022.

**10 Storm Sewer Extension to north sections of Cambridge City of Cambridge \$ 250,000**

SAM.gov Registration/Verification Contract Status  
 YES  NO  APPROVED  PENDING APPROVAL BY BOS  NOT RECEIVED FROM SUBRECIPIENT\*

**ACTION BY THE CITY ON THE CONTRACT IS REQUIRED BY OCTOBER 17, 2022**

Project Status EXPENDITURES CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT  
 Not Started Current \$ 0 \$ 0  
 Completed less than 50% Cumulative \$ 0  
 Completed 50% or more  
 Completed

PERFORMANCE MEASURES:  
**NOT REQUIRED THIS QUARTER.**

NOTES: STAFF IS TRYING TO DETERMINE AT THIS TIME WHETHER THE CITY COMPLETED THEIR OWN REQUIRED REPORTING TO THE US TREASURY IN APRIL 2022.

**11 HSS New Building Project Heartland Senior Services of Story County \$ 300,000**

SAM.gov Registration/Verification Contract Status  
 YES  NO  APPROVED  PENDING APPROVAL BY BOS  NOT RECEIVED FROM SUBRECIPIENT

Project Status EXPENDITURES CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT  
 Not Started Current \$ 0 \$ 0  
 Completed less than 50% Cumulative \$ 0  
 Completed 50% or more  
 Completed

PERFORMANCE MEASURES:

Nancy Carroll provided the following update: Linda - Rhonda Nelson, a resident of Huxley and a Branch Manager at Vision Bank, will be approved by the Board in October. Her appointment will bring Board membership to eight with three living outside of Ames. Additionally, in Story City, we are pursuing an attorney to join the Board. That appointment will likely occur in November.

NOTES:

**12 Good Neighbor Emergency Assistance, Inc., - Navigator Good Neighbor Emergency Assistance, Inc. \$ 104,857**  
**Position**

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS**  
**October 2022**



**SAM.gov Registration/Verification**

YES  NO

**Contract Status**

APPROVED  PENDING APPROVAL BY BOS  NOT RECEIVED FROM SUBRECIPIENT

**Project Status**

**EXPENDITURES**

**CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT**

Not Started

Current \$ 0

\$ 0

Completed less than 50%

Cumulative \$ 0

Completed 50% or more

Completed

**PERFORMANCE MEASURES:**

• **On quarterly basis, provide:**

- **Agency referring household to Good Neighbor Navigator**  
None at this time
- **Demographics - age, race, income, sex, education, current government benefits**  
None at this time
- **Number of households seen by Navigator**  
None at this time
- **Number of households who use Navigator to make applications for funds/benefits**  
None at this time
- **Number of households who receive funds/benefits as are result of Navigator service**  
None at this time
- **Number of households whose funds/benefits applications are rejected and denied services by Navigator and reason for denial**  
None at this time
- **Number of referrals Navigator makes to legal or social service agencies**  
None at this time
- **Number of referrals related to MH/DD to further connect to support services**  
None at this time
- **Number of times households reach out for assistance from Navigator in one-year period**  
None at this time
- **Number of households who do not complete applications steps/process**  
None at this time

Submitted by Leanne A. Harter, AICP CFM  
 County Outreach and Special Projects Manager

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS**  
**October 2022**



- o **Total amount of funds/benefits received by all households helped by Navigator**  
None at this time
- o **Amount of time Navigator spends with each household**  
None at this time
- o **Success stories**  
None at this time

**NOTES:**

**13 YSS Story County ARPA Youth Rapid Rehousing Program Youth and Shelter Services (DBA YSS) \$ 1,100,000**

SAM.gov Registration/Verification

YES  NO

APPROVED

PENDING APPROVAL BY BOS

NOT RECEIVED FROM SUBRECIPIENT

Project Status

Not Started

Completed less than 50%

Completed 50% or more

Completed

EXPENDITURES

Current \$ 0

Cumulative \$ 0

Contract Status

CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT

\$ 0

PERFORMANCE MEASURES:

**NOT REQUIRED THIS QUARTER.**

NOTES: ON CONSENT AGENDA FOR 10/11/2022.

**15 Story City ARPA Projects City of Story City \$ 302,500**

SAM.gov Registration/Verification

YES  NO

APPROVED

PENDING APPROVAL BY BOS

NOT RECEIVED FROM SUBRECIPIENT

Project Status

Not Started

Completed less than 50%

Completed 50% or more

Completed

EXPENDITURES

Current \$ 0

Cumulative \$ 0

Contract Status

CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT

\$ 0

PERFORMANCE MEASURES:

**NOT REQUIRED THIS QUARTER.**

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS**  
**October 2022**



NOTES: WHILE, NO REIMBURSEMENT REQUESTS HAVE BEEN SUBMITTED, SUBRECIPIENT NOTES \$503,760.30 OBLIGATED.

<b>16</b>	<b>Story County Childcare Coalition</b>	<b>United Way of Story County</b>	<b>\$ 521,300</b>
SAM.gov Registration/Verification		Contract Status	
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> PENDING APPROVAL BY BOS <input type="checkbox"/> NOT RECEIVED FROM SUBRECIPIENT
Project Status		EXPENDITURES	
<input checked="" type="checkbox"/> Not Started		Current \$ 0	CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT
<input type="checkbox"/> Completed less than 50%		Cumulative \$ 0	\$ 0
<input type="checkbox"/> Completed 50% or more			
<input type="checkbox"/> Completed			

PERFORMANCE MEASURES:  
**NOT REQUIRED THIS QUARTER.**

NOTES:

<b>17</b>	<b>Reimagining What's Next for Story County: Emergency Food and 2-1-1 Supports</b>	<b>United Way of Story County</b>	<b>\$ 182,610</b>
SAM.gov Registration/Verification		Contract Status	
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> PENDING APPROVAL BY BOS <input type="checkbox"/> NOT RECEIVED FROM SUBRECIPIENT
Project Status		EXPENDITURES	
<input checked="" type="checkbox"/> Not Started		Current \$ 0	CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT
<input type="checkbox"/> Completed less than 50%		Cumulative \$ 0	\$ 0
<input type="checkbox"/> Completed 50% or more			
<input type="checkbox"/> Completed			

PERFORMANCE MEASURES:  
**NOT REQUIRED THIS QUARTER.**

NOTES:

<b>18</b>	<b>City of Huxley Water Treatment Plant Expansion and Well Field</b>	<b>City of Huxley</b>	<b>\$ 500,000</b>
SAM.gov Registration/Verification		Contract Status	
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> APPROVED	<input type="checkbox"/> PENDING APPROVAL BY BOS <input checked="" type="checkbox"/> NOT RECEIVED FROM SUBRECIPIENT*

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS**  
**October 2022**



**ACTION BY THE CITY ON THE CONTRACT IS REQUIRED BY OCTOBER 17, 2022**

Project Status	EXPENDITURES	CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT
<input checked="" type="checkbox"/> Not Started	Current \$ 0	\$ 0
<input type="checkbox"/> Completed less than 50%	Cumulative \$ 0	
<input type="checkbox"/> Completed 50% or more		
<input type="checkbox"/> Completed		

PERFORMANCE MEASURES:  
**NOT REQUIRED THIS QUARTER.**

NOTES:

<b>20</b>	<b>Wastewater Treatment Facility</b>	<b>City of Slater</b>	<b>\$ 500,000</b>
-----------	--------------------------------------	-----------------------	-------------------

SAM.gov Registration/Verification	Contract Status
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> APPROVED <input checked="" type="checkbox"/> PENDING APPROVAL BY BOS <input type="checkbox"/> NOT RECEIVED FROM SUBRECIPIENT*

**WAITING FOR THE SUBRECIPIENT TO FINALIZE SAM.GOV REGISTRATION**

Project Status	EXPENDITURES	CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT
<input checked="" type="checkbox"/> Not Started	Current \$ 0	\$ 0
<input type="checkbox"/> Completed less than 50%	Cumulative \$ 0	
<input type="checkbox"/> Completed 50% or more		
<input type="checkbox"/> Completed		

PERFORMANCE MEASURES:  
**NOT REQUIRED THIS QUARTER.**

NOTES:

<b>21</b>	<b>Cultivating Careers</b>	<b>Project IOWA</b>	<b>\$ 100,000</b>
-----------	----------------------------	---------------------	-------------------

SAM.gov Registration/Verification	Contract Status
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> PENDING APPROVAL BY BOS <input type="checkbox"/> NOT RECEIVED FROM SUBRECIPIENT

Project Status	EXPENDITURES	CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT
<input type="checkbox"/> Not Started	Current \$ 0	\$ 0
<input checked="" type="checkbox"/> Completed less than 50%	Cumulative \$ 0	
<input type="checkbox"/> Completed 50% or more		

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS**  
**October 2022**



Completed

**PERFORMANCE MEASURES:**

- **On a quarterly reporting basis, address:**
  - **Number of individuals enrolled in cohort**  
3
  - **Number of individuals completing training**  
Training is not over yet, still enrolled. Training completion is 10/17/2022.
  - **How targeted completion rate of 85% or higher is being achieved**  
As of now all 3 individuals enrolled are still in training and are expected to complete training. High completion rate is achieved by providing one-on-one support throughout the training by a Project Iowa staff member.
  - **Number of participants placed in careers and length of time in careers**  
0 at this time, they will begin working on career placement following training completion.
  - **How targeted 80% employment rate is being achieved**  
N/A at this time as individuals are not placed yet. We are laying the foundation for achieving a high employment placement rate by preparing individuals through our career training classes, working with them one-on-one to create resumes, practice interviewing skills, and identifying careers they would like to pursue based on their individual talents and interests.
  - **Average starting wages of graduates and previous wages**  
N/A at this time
  - **Annual participant survey of experience once employed conducted in 2022, 2023, 2024, 2025, and 2026**  
We have not yet completed this survey, as individuals have not completed training yet.
  - **Success stories**  
Will be able to provide success stories at the next quarterly report as we are still in progress at this time.

**NOTES:**

<b>22</b>	<b>Story County Crime Victim Housing and Stabilization</b>	<b>Assault Care Center Extending Shelter and Support</b>	<b>\$ 552,900</b>
-----------	--	--	-------------------

SAM.gov Registration/Verification

YES  NO

Project Status

Not Started

APPROVED

EXPENDITURES

Current \$ 0

PENDING APPROVAL BY BOS

CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT

\$ 0

Contract Status

NOT RECEIVED FROM SUBRECIPIENT

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS**  
**October 2022**



- Completed less than 50% Cumulative \$ 0
- Completed 50% or more
- Completed

**PERFORMANCE MEASURES:**

Click or tap here to enter text.

**NOTES:** AT THE TIME STAFF DEVELOPED THIS REPORT, THE QUARTERLY REPORT HAD NOT YET BEEN RECEIVED.

**24 City of Zearing Water Main Improvement City of Zearing \$ 134,330**

SAM.gov Registration/Verification

Contract Status

- YES  NO
  - APPROVED  PENDING APPROVAL BY BOS  NOT RECEIVED FROM SUBRECIPIENT\*
- ACTION BY THE CITY ON THE CONTRACT IS REQUIRED BY OCTOBER 17, 2022**

Project Status

EXPENDITURES

CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT

- Not Started Current \$ 0
- Completed less than 50% Cumulative \$ 0
- Completed 50% or more
- Completed

\$ 0

**PERFORMANCE MEASURES:**

**NOT REQUIRED THIS QUARTER.**

**NOTES:**

**26 PHC Dental Clinic Support & Medical Clinic Office Renovation Primary Health Care \$ 525,094**

SAM.gov Registration/Verification

Contract Status

- YES  NO
- APPROVED  PENDING APPROVAL BY BOS  NOT RECEIVED FROM SUBRECIPIENT

Project Status

EXPENDITURES

CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT

- Not Started Current \$ 0
- Completed less than 50% Cumulative \$ 0
- Completed 50% or more
- Completed

\$ 0

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS**  
**October 2022**



**PERFORMANCE MEASURES:**

**NOT REQUIRED THIS QUARTER.**

**NOTES:**

<b>27</b>	<b>New Affordable Housing Subdivision</b>	<b>Colo Development Group</b>	<b>\$ 249,780</b>
SAM.gov Registration/Verification		Contract Status	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> APPROVED <input checked="" type="checkbox"/> PENDING APPROVAL BY BOS <input type="checkbox"/> NOT RECEIVED FROM SUBRECIPIENT*	
<b>WAITING FOR SUBRECIPIENT TO FINALIZE SAM.GOV REGISTRATION</b>			

Project Status	EXPENDITURES	CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT
<input checked="" type="checkbox"/> Not Started	Current \$ 0	\$ 0
<input type="checkbox"/> Completed less than 50%	Cumulative \$ 0	
<input type="checkbox"/> Completed 50% or more		
<input type="checkbox"/> Completed		

**PERFORMANCE MEASURES:**

**NOT REQUIRED THIS QUARTER.**

**NOTES:**

<b>29</b>	<b>Finding Hope and a Home</b>	<b>The Bridge Home</b>	<b>\$ 855,000</b>
SAM.gov Registration/Verification		Contract Status	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> APPROVED <input checked="" type="checkbox"/> PENDING APPROVAL BY BOS <input type="checkbox"/> NOT RECEIVED FROM SUBRECIPIENT	
Project Status		CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT	
<input checked="" type="checkbox"/> Not Started		\$ 0	
<input type="checkbox"/> Completed less than 50%			
<input type="checkbox"/> Completed 50% or more			
<input type="checkbox"/> Completed			

Project Status	EXPENDITURES	CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT
<input checked="" type="checkbox"/> Not Started	Current \$ 0	\$ 0
<input type="checkbox"/> Completed less than 50%	Cumulative \$ 0	
<input type="checkbox"/> Completed 50% or more		
<input type="checkbox"/> Completed		

**PERFORMANCE MEASURES:**

**NOT REQUIRED THIS QUARTER.**

**NOTES:**

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS**  
**October 2022**



<b>30</b>	<b>913 and 915 Duff Avenue Studio Apartments (Ames)</b>	<b>Home Allies, Inc.</b>	<b>\$ 68,200</b>
SAM.gov Registration/Verification		Contract Status	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> APPROVED <input type="checkbox"/> PENDING APPROVAL BY BOS <input checked="" type="checkbox"/> NOT RECEIVED FROM SUBRECIPIENT*	
<b>ACTION BY THE APPLICANT ON THE CONTRACT IS REQUIRED BY OCTOBER 19, 2022</b>			
Project Status		EXPENDITURES	
<input checked="" type="checkbox"/> Not Started		Current \$ 0	
<input type="checkbox"/> Completed less than 50%		Cumulative \$ 0	
<input type="checkbox"/> Completed 50% or more		CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT	
<input type="checkbox"/> Completed		\$ 0	
PERFORMANCE MEASURES:			
<b>NOT REQUIRED THIS QUARTER.</b>			

NOTES:

<b>31</b>	<b>City of Roland Storm Sewer Upgrades and Water Main Looping</b>	<b>City of Roland</b>	<b>\$ 1,000,000</b>
SAM.gov Registration/Verification		Contract Status	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> PENDING APPROVAL BY BOS <input type="checkbox"/> NOT RECEIVED FROM SUBRECIPIENT	
Project Status		EXPENDITURES	
<input checked="" type="checkbox"/> Not Started		Current \$ 0	
<input type="checkbox"/> Completed less than 50%		Cumulative \$ 0	
<input type="checkbox"/> Completed 50% or more		CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT	
<input type="checkbox"/> Completed		\$ 0	
PERFORMANCE MEASURES:			
<b>NOT REQUIRED THIS QUARTER.</b>			

NOTES:

<b>32</b>	<b>Story County Housing and Direct Care Program</b>	<b>Story County Housing Trust</b>	<b>\$ 470,000</b>
SAM.gov Registration/Verification		Contract Status	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> APPROVED <input checked="" type="checkbox"/> PENDING APPROVAL BY BOS <input type="checkbox"/> NOT RECEIVED FROM SUBRECIPIENT	
Project Status		EXPENDITURES	
		CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT	

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS  
October 2022**



- Not Started                                      Current \$ 0                                      \$ 0
- Completed less than 50%                                      Cumulative \$ 0
- Completed 50% or more
- Completed

PERFORMANCE MEASURES:

**NOT REQUIRED THIS QUARTER.**

NOTES: ON CONSENT AGENDA FOR 10/11/2022.

**38 Workforce Development Initiatives**

**Ames Chamber of Commerce Foundation**

**\$ 610,450**

SAM.gov Registration/Verification

Contract Status

- YES     NO

- APPROVED     PENDING APPROVAL BY BOS     NOT RECEIVED FROM SUBRECIPIENT

Project Status

EXPENDITURES

CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT

- Not Started

Current \$31,147.72

\$ 0

- Completed less than 50%

Cumulative \$226,150.01

- Completed 50% or more

- Completed

PERFORMANCE MEASURES:

Program Component	Program Outcome	Indicator/Measurement	Goal	Actuals at Period End
Child Care Support	Provide child care support for those students taking classes, during their class participation timeframe	# of Students	5	1
Scholarship for Students	Provide scholarships for the classes	# of Students	5	1
Certificate Completion	Students receive a certificate after completing the full course work and exams	# of Students	33	0- Many classes started but not completed in this quarter

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS**  
**October 2022**



Stipend Checks	Students receive a stipend check half way through class, at the end of class, and once they have worked for 30 days in their certificate field	# of Students	33	5
Age of Students	Provide program to all those in Story County over 18 year old	# of Students	Avg. age 30	35
Zip code of students	Provide program to all in Story County	# of Students	7	2
Job placement	Provide residents with employer meet and greet for successful job placement after class completion	# of Students	18	4- many won't complete until later

NOTES: QUARTERLY REPORT SCHEDULED FOR THE BOARD OF SUPERVISORS ON OCTOBER 11, 2022.

**39 Stepping Stone Childcare Center**

**Stepping Stones**

**\$ 50,000**

SAM.gov Registration/Verification

Contract Status

YES  NO

APPROVED

PENDING APPROVAL BY BOS  NOT RECEIVED FROM SUBRECIPIENT

Project Status

EXPENDITURES

CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT

Not Started

Current \$ 0

\$ 0

Completed less than 50%

Cumulative \$ 0

Completed 50% or more

Completed

PERFORMANCE MEASURES/BENCHMARKS:

**NOT REQUIRED THIS QUARTER.**

NOTES: ITEM ON BOS AGENDA FOR OCTOBER 11, 2022, TO CONSIDER MODIFYING FUNDING SOURCE.

**40 Bertha Bartlett Public Library**

**City of Story City**

**\$ 120,000**

SAM.gov Registration/Verification

Contract Status

YES  NO

APPROVED

PENDING APPROVAL BY BOS  NOT RECEIVED FROM SUBRECIPIENT

Project Status

EXPENDITURES

CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT

Not Started

Current \$ 0

\$ 0

Completed less than 50%

Cumulative \$ 0

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS**  
**October 2022**



- Completed 50% or more
- Completed

**PERFORMANCE MEASURES:**

**NOT REQUIRED THIS QUARTER.**

NOTES: ON CONSENT AGENDA FOR 10/11/2022.

**41 Ames History Museum**

**Ames Historical Society**

**\$ 150,000**

SAM.gov Registration/Verification

YES  NO

APPROVED

Contract Status

PENDING APPROVAL BY BOS  NOT RECEIVED FROM SUBRECIPIENT

Project Status

Not Started

EXPENDITURES

CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT

Completed less than 50%

Current \$ 0

\$ 0

Completed 50% or more

Cumulative \$ 0

Completed

**PERFORMANCE MEASURES:**

**NOT REQUIRED THIS QUARTER.**

NOTES:

**42 Fitch Family Indoor Aquatic Center**

**City of Ames**

**\$ 500,000**

SAM.gov Registration/Verification

YES  NO

APPROVED

Contract Status

PENDING APPROVAL BY BOS  NOT RECEIVED FROM SUBRECIPIENT

Project Status

Not Started

EXPENDITURES

CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT

Completed less than 50%

Current \$ 0

\$ 0

Completed 50% or more

Cumulative \$ 0

Completed

**PERFORMANCE MEASURES:**

**NOT REQUIRED THIS QUARTER.**

NOTES:

**43 ChildServe**

**ChildServe, Inc.**

**\$ 178,000**

**ARPA QUARTERLY REPORT – EXTERNAL APPLICATIONS**  
**October 2022**



**SAM.gov Registration/Verification**

YES  NO

**Project Status**

- Not Started
- Completed less than 50%
- Completed 50% or more
- Completed

**PERFORMANCE MEASURES:**

**NOT REQUIRED THIS QUARTER.**

NOTES:

**Contract Status**

APPROVED  PENDING APPROVAL BY BOS  NOT RECEIVED FROM SUBRECIPIENT

**EXPENDITURES**

Current \$ 0  
 Cumulative \$ 0

**CLAIMS SUBMITTED IN QUARTER – DATE/AMOUNT**

\$ 0

**GENERAL UPDATES:**

- Staff research on a software solution continues, however, the price tags are pretty steep so may be reconsidering the approach.
- Staff developing Standard Operating Procedures (two of which working drafts shared with the State Auditor’s Office at their request).
  - ARPA 1.0 – ARPA Subrecipient Award Process
  - ARPA 2.0 – ARPA Subrecipient Monitoring
- Staff completed updates of website to add forms
- Upcoming priorities for staff:
  - Complete research for software solution and resolution on approach and present to the BOS.
  - Complete and distribute monitoring schedules to subrecipients and schedule all applicable annual reports, quarterly reports, and in-person monitoring visits.
  - Website updates.
  - Begin building quarterly report forms unique to each subrecipient.