

The Board of Supervisors met on 10/10/17 at 10:00 a.m. in the Story County Administration Building. Members present: Rick Sanders, Marty Chitty and Lauris Olson, with Sanders presiding. (all audio of meetings available at storycountyia.gov).

ECONOMIC DEVELOPMENT PROJECT BRIEFING – Brenda Dryer, Workforce Solutions Director, Ames Economic Development Commission, asked for direction on how to proceed with requests for business incentives in the unincorporated area. Leanne Harter, County Outreach & Special Projects Manager, reported options include industrial property tax exemptions and tax increment financing. Discussion took place.

MINUTES: 10/3/17 Minutes – Chitty moved, Olson seconded approval of the Minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

PERSONNEL ACTIONS: 1) new hire in the Attorney's Office, effective 10/11/17, for Annie Hingtgen @ \$10.00/hr; 2) pay adjustment in a) County Outreach & Special Projects, effective 10/15/17, for Leanne Harter @ \$2,940.78/bw; b) Facilities Management, effective 10/1/17, for Todd Sullivan @ 24.26/hr; effective 10/15/17, for Joby Brogden @ \$24.47/hr; c) Secondary Roads for Sam Huey @ \$27.82/hr; Derek Kruger @ \$26.29/hr; d) Sheriff's Office for Randy Stoeffler @ \$2,224.02/bw; e) Treasurer's Office for Lori McDonald, lump sum longevity, @ 18.40/bw; 3) re-hire in Attorney's Office, effective 10/12/17, for Aleeza Mian @ \$10.00/hr. Olson moved, Chitty seconded the approval of personnel actions as presented. Roll call vote. (MCU)

Chitty moved, Olson seconded the approval of Consent Agenda as presented.

1. Lease Agreement with Raising Readers of Story County for space at the Human Services Center (HSC) for \$422.00 a month, effective 10/1/17-9/30/18
2. Iowa Public Employees' Retirement System (IPERS) Section 125 Plan Annual Certification
3. Fee-for-Service Work Order between the Story County Conservation Board and the Conservation Corps Minnesota & Iowa for Invasive Species Removal at Murphy/Micah French Cemetery, effective 10/9/17-12/31/17, totalling \$1,050.00
4. Lease agreement between Optima Lifeservices and Story County for properties located at 124 S Hazel Avenue, 620 Duluth Street, and 3911 Calhoun Avenue, all in the City of Ames, for \$14,211.00 a month, effective 7/1/17-6/30/18
5. Road Closure Resolutions: #18-12, #18-13
6. Utility Permit: #18-28
7. Resolution #18-44, Setting Date and Time for Public Hearing For 10/17/17 for Consideration of Ordinance No. 266, An Ordinance Generally for Process Submittal and Review Procedures for Subdivision Plats, Conditional Use Permit Applications, and Variance Applications

Roll call vote. (MCU)

RESOLUTION 18-42, APPROPRIATION AMENDMENT – Lisa Markley, Assistant Auditor, reported on appropriation amounts by department. Olson moved, Chitty seconded the approval of Resolution #18-42, Appropriation Amendment. Roll call vote. (MCU)

FUNDING SOURCE FOR TRANSFER OF LAND FROM U.S. ARMY CORPS OF ENGINEERS – Sanders provided an overview. Jessica Reynolds, County Attorney, provided additional history and detail. Sanders suggested the General Fund as the source. Lisa Markley, Assistant Auditor, reported the on the current fund balance in the General Fund. Olson moved, Chitty seconded the approval of funding of \$152,000 from the General Fund for the Transfer of Land from U.S. Army Corps of Engineers. Roll call vote. (MCU)

RESOLUTION #18-43, TO MODIFY FARM-TO-MARKET ROAD SYSTEM – Darren Moon, Engineer, reported on modifying the farm-to-market road system to meet the current traffic needs. Discussion took place. Chitty moved, Olson seconded the approval of Resolution # 18-43, to Modify Farm-to-Market Road System. Roll call vote. (MCU)

REQUEST FROM THE CITY OF STORY CITY FOR THE FAÇADE GRANT IMPROVEMENT PROGRAM – Abby Huff, Executive Director of the Story City Greater Chamber Connection & Economic Development Corporation, provided background on 518 Broad Street. Although the County's façade improvement program is for cities under 2,000 in population, she is asking the County to consider awarding \$3,500.00 to the property; total renovation estimate is \$125,000.00, and Story City has granted \$1,700.00 towards the project. Discussion took place. Lisa Markley, Assistant Auditor, reported on façade grant improvement program costs over the last five years. Olson asked for additional detail about the application process. Harter stated it is an open-ended application process. Olson stated concerns about the fairness to the smaller communities. Sanders agreed but stated the overall aim of the program is to improve main streets. Discussion took place. Sanders suggested matching the amount granted by Story City. Lisa McIlrath, owner of 518 Broad Street, provided detail about her business, PDG Printing. Olson moved the approval of \$1,700.00 from the Façade Grant Improvement Program to the City of Story City. Chitty seconded. Roll call vote. (MCU)

SUBMITTING LETTER OF INTENT AND APPLICATION FOR THE NATIONAL CIVIC LEAGUE ALL-AMERICA CITY AWARD – Leanne Harter, County Outreach and Special Projects Manager, provided an overview of the award program, bestowed yearly on 10 communities. She reported on the 2018 application criteria and timeline. Olson moved, Chitty seconded the approval of submitting a Letter of Intent and Application for the National Civic League All-America City Award. Roll call vote. (MCU)

STRATEGIC PLAN ANNUAL REVIEW – Leanne Harter, County Outreach and Special Projects Manager, reviewed the plan, reported on five objectives, and listed completed and on-going priorities. Olson asked for a change in wording. Mike Cox, Conservation Director, requested consideration for two additional areas. Sanders stated amendments will be considered later in the year. Harter reviewed the next steps. Chitty moved, Olson seconded the Strategic Plan Annual Review as presented. Roll call vote. (MCU)

RAYMOND E. ROBINSON REZONING REQUEST – Jerry Moore, Planning and Development Director, provided detail on the request. Chitty moved, Olson seconded the approval of Raymond E. Robinson Rezoning Request, for no fee, and referred it to the Planning and Zoning Commission. Roll call vote. (MCU)

ENGINEER QUARTERLY REPORT – Darren Moon reported on maintenance, preparation for winter, bridge repairs, road projects, box culverts, ditch cleaning, drainage tile work, rock hauling, construction projects, bridge projects, construction design plans, budget amendments, and sheds. He reported on state and federal transportation projects, drainage district issues, and staffing.

DISCUSSION AND DIRECTION REGARDING ADDITIONAL EMPLOYEE BENEFIT OPTIONS – Alissa Wignall, Human Resources (HR) Director, reported on receiving multiple requests from third parties to provide additional benefits, including identity protection plans and financial planning services. Discussion took place; the Board concurred it can issue a request for proposals if HR requests it do so in the future.

DISCUSSION AND DIRECTION REGARDING COUNTY BUILDING EMERGENCY NOTIFICATION PROCESS AND PROCEDURES – Alissa Wignall, HR Director, reported on a recent gas leak and the notification of employees. Discussion took place. Wignall clarified in an emergency, notification will be given by the Chair of the Board and then to employees.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All members reported on numerous meetings.

Chitty moved, Olson seconded to adjourn at 12:40 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
10/10/17

1. CALL TO ORDER: 10:00 A.M.
2. PLEDGE OF ALLEGIANCE:
3. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
4. Economic Development Project Briefing - Brenda Dryer

Department Submitting Board of Supervisors

5. CONSIDERATION OF MINUTES:

- I. 10/3/17 Minutes

Department Submitting Auditor

6. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

1)new hire in the Attorney's Office effective 10/11/17 for Annie Hingtgen @ \$10.00/hr;
2)pay adjustment in a)County Outreach & Special Projects effective 10/15/17 for Leanne Harter @ \$2,940.78/bw; b)Facilities Management effective 10/1/17 for Todd Sullivan @ 24.26/hr; effective 10/15/17 for Joby Brogden @ \$24.47/hr; c)Secondary Roads for Sam Huey @ \$27.82/hr; Derek Kruger @ \$26.29/hr; d)Sheriff's Office for Randy Stoeffler @ \$2,224.02/bw; e)Treasurer's Office for Lori McDonald lump sum longevity @ 18.40/bw; 3)re-hire in Attorney's Office effective 10/12/17 for Aleeza Mian @ \$10.00/hr

Department Submitting HR

7. 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 Lease Agreement With Raising Readers Of Story County For Space At The Human Services Center For \$422.00/Mo. Effective 10/1/17-9/30/18

Department Submitting Board of Supervisors

Documents:

LEASE.PDF

- II. Consideration Of IPERS Section 125 Plan Annual Certification

Department Submitting BOS

Documents:

IPERS ANNUAL CERTIFICATION.PDF

- III. Consideration Of Fee-For-Service Work Order Between Story County Conservation Board And Conservation Corps Minnesota & Iowa For Invasive Species Removal At Murphy/Micah French Cemetery, Effective 10/9/17-12/31/17 For \$1,050.00

Department Submitting Conservation

Documents:

CONSERVATION CORPS CONTRACT 15291.PDF

- IV. Consideration Of Lease Agreement Between Optimae Lifeservices And Story County For Properties Located At 124 S Hazel Ames, 620 Duluth Ames, 3911 Calhoun Ames For \$14,211.00/Mo. Effective 7/1/2017-6/30/2018

Department Submitting Board of Supervisors

Documents:

OPTIMAEAGREEMENT.PDF

- V. Consideration Of Road Closure Resolution(S): #18-012: #18-013

Department Submitting Engineer

Documents:

RC 18 12.PDF

RC 18 13.PDF

- VI. Consideration Of Utility Permit(S): #18-28

Department Submitting Engineer

Documents:

UT 18 28.PDF

- VII. Consideration Of Resolution #18-44 Setting Date And Time For Public Hearing For October 17, 2017 For Consideration Of Ordinance #266, An Ordinance Generally For Process Submittal And Review Procedures For Subdivision Plats, Conditional Use Permit Applications, And Variance Applications

Department Submitting Planning and Development

Documents:

RESOLUTIONSETTINGPUBLICHEARINGONORDINANCE 266.PDF

8. PUBLIC HEARING ITEMS:

9. ADDITIONAL ITEMS:

I. Consideration Of Resolution 18-42, Appropriation Amendment - Lisa Markley

Department Submitting Auditor

Documents:

RES 1842 APPROPRIATION AMENDMENT.PDF

II. Consideration Of Funding Source For Transfer Of Land From US Army Corps Of Engineers - Lisa Markley

Department Submitting Board of Supervisors

Documents:

FUNDING.PDF

III. Discussion And Consideration Of Resolution #18-43, To Modify Farm To Market System - Darren Moon

Department Submitting Engineer

Documents:

RES 18 43.PDF

IV. Discussion And Consideration Of Request From The City Of Story City For The Facade Grant Improvement Program-Leanne Harter

Department Submitting Board of Supervisors

Documents:

STORY COUNTY PLEA LETTER.PDF
518 BROAD STREET STORY CITY IA.PDF

V. Discussion And Consideration Of Submitting Letter Of Intent And Application For The National Civic League All-America Cities Designation - Leanne Harter

Department Submitting Board of Supervisors

Documents:

2018ALLAMERICACITYAPPLICATIONFINAL.PDF

VI. Consideration Of Strategic Plan Annual Review-Leanne Harter

Department Submitting Board of Supervisors

Documents:

VII. Discussion And Consideration Of Raymond E. Robinson Rezoning Request - Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
RAYMOND ROBINSON LETTER.PDF

10. AGENCY REPORTS:

11. DEPARTMENTAL REPORTS:

I. Engineer Quarterly Report - Darren Moon

Department Submitting Auditor

Documents:

ENGINEER QTR.PDF

12. OTHER REPORTS:

I. Discussion And Direction Regarding Additional Employee Benefit Options - Alissa Wignall

Department Submitting BOS

II. Discussion And Direction Regarding County Building Emergency Notification Process And Procedures - Alissa Wignall

Department Submitting BOS

13. PUBLIC FORUM #2:

Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

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

15. 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 Meeting
Board of Supervisors
10/10/17

NAME

ADDRESS

Jerry Moore
Abby Huff
Lisa McElrath
Jacela Jones
DARREN MOON
Kimi Hanna
Jessica Reynolds
Linda Murhe
Brenda Durr
Alissa Wignall
Yvonne Mankley
Naela Micaely

P=10
Story city GCC
PDG Printing
LWV
ENG
RSC
SCAO
Gilbert
Henn
BOS
Aud
BOS

BUSINESS PROPERTY LEASE

THIS LEASE, made and entered into this 1 day of October , 2017, by and between Story County, Iowa, authorized under the laws of the State of Iowa, ("Landlord"), whose address, for the purpose of this lease, is 900 6th Street, Nevada, Iowa, 50201, and Raising Readers in Story County, ("Tenant"), whose address for the purpose of this lease is PO Box 2374, Ames , Iowa, 50010.

The parties agree as follows.

1. PREMISES AND TERM.

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

The East end of the Community Services Office, more particularly described in attached Exhibit "A"

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of October 2017, and ending on the 30th day of September 2018, upon the condition that Tenant performs as provided in this lease. The lease may be renewed by the parties for additional one year terms either by signing a new lease or by signing an addendum.

2. RENT.

Tenant agrees to pay Landlord as rent **\$ 422.00 per month** on or before the 1st day of October 2017, and on or before the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. All rent payments are to be made payable to Story County Iowa, 900 6th Street, Nevada, IA 50201, and delivered to Story County Iowa, 900 6th Street, Nevada, IA 50201 or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 5% per annum.

3. SECURITY DEPOSIT.

No security deposit is required by the Landlord.

4. POSSESSION.

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

5. USE.

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

6. CARE AND MAINTENANCE.

Landlord and Tenant agree to the following.

Landlord responsibilities:

- (a) Landlord shall keep the following in good repair: roof, sewer, plumbing, heating, wiring, air conditioning, windows, exterior walls, foundation. Landlord will maintain outside public areas lawns, sidewalks, driveways and parking areas including snow removal. See paragraph 20. Landlord shall have reasonable access to the building in all areas at all times in order to inspect, *repair*, install building mechanical and structural components. **Monthly safety inspections will normally occur on the afternoon shift – 4:00 p.m. to 12:30 a.m. Monday through Friday.** Landlord shall not be liable for failure to make any repairs or replacements or alterations unless Landlord fails to do so within a reasonable period of time after written notice from Tenant.
- (b) Landlord will be responsible to make all changes to its properties to comply with federal, state or municipal code changes at Landlord's expense.

Tenant responsibilities:

- (c) Tenant takes the premises as is, except as herein provided.
- (d) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR

ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES.

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

The following 24 hour emergency number shall be used and kept available for Raising Readers personnel at all building locations:

Facilities Management Emergency Number

(515)460-4901

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

Work orders for everyday occurrences, such as a light out, plugged toilet, etc., shall be emailed to: FMWorkOrders@storycountyowa.gov

7. MECHANICS' LIENS AND NOTICE TO SOLICITORS.

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

8. SURRENDER.

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

9. ASSIGNMENT AND SUBLETTING.

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

10. INSURANCE.

Landlord and Tenant agree to the following.

- (a) **Property insurance.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
- (b) **Liability insurance.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$4,000,000.00 annual aggregate per each of the three building locations. This policy shall include an endorsement listing Story County Iowa as an additional insured. The Tenant will provide a copy of the policy declarations to the Landlord yearly upon request.

11. LIABILITY FOR DAMAGE.

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

12. INDEMNITY.

Except for negligence, reckless or intentional acts of Landlord or Landlord's agents, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising

out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

13. DAMAGE.

In the event of damage to the premises so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by written notice of one party to the other and delivered registered or certified mail to the designated address found in paragraph 16 of this agreement. Thirty (30) days after such notice, the parties shall be released from all obligations under this agreement for the remainder of the lease term. This paragraph is not intended as, and does not operate as, a release for any delinquent rent owing by Tenant or liability for damages owing to either Tenant or Landlord occurring before the notice.

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

Landlord and Tenant agree to the following.

Events constituting default by tenant:

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

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

Notice of default:

Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, (including

rent) that cannot be remedied in ten (10) days by diligent efforts, the Tenant shall propose an additional period of time (in writing) in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any one year (365 day) lease period.

Remedies:

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

15. LEGAL NOTICES AND DEMANDS.

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

Story County Iowa, 900 6th Street, Nevada, IA 50201

The address of the Tenant is:

Raising Readers in Story County, PO Box 2374 Ames, IA 50010

16. PROVISIONS BINDING.

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

17. CERTIFICATION.

Tenant certifies that it is not acting, directly or indirectly, for or on behalf of

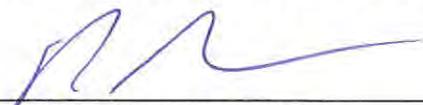
any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced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

18. CONTENTS

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

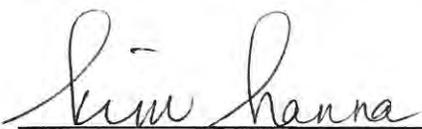
19. ADDITIONAL PROVISIONS

In addition to the leased space (Exhibit "A"), the Tenant shall have access to certain common areas of the Community Services Offices, this includes the kitchen, bathrooms, and rear entry door.



LANDLORD, Story County Iowa
Authorized signature
Rick Sanders Chair, Story County Board of Supervisors

10-10-17
Date



TENANT, Raising Readers
Authorized signature
Kim Hanna, Executive Director

10/4/17
Date

Facilities Management Emergency Contact Information

EMERGENCY NUMBER ONLY:

(515)460-4901

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

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

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

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

Section 125 Plan Annual Certification



Employer ID: 85201

Employer Name: Story County

Effective January 1, 2017, IPERS-covered employers that offer elective **employer** contributions to Section 125 plans whereby some of the contributions may be received by their employees as cash, must certify annually that certain conditions are met in compliance with IPERS administrative rules and the Internal Revenue Code. Only employer contributions to fringe benefit programs that meet the requirements for coverage in Iowa Code 97B and qualify under Internal Revenue Code (IRC) Section 125 may be treated as IPERS-covered wages.

According to the IRS, a qualified Section 125 plan must be written and offer at least one permitted taxable benefit and at least one qualified benefit. Your plan must include all of the following:

- Description of benefits available
- Plan rules governing participation
- Requirement that participants be employees
- Procedures governing employees' elections, including periods that elections may be made; and periods during which elections are effective, provided that elections are irrevocable
- The manner in which contributions may be made (for example, through salary reductions)
- Maximum amount of employer contributions available through the plan
- Plan year
- If paid time off, required ordering rules for non-elective and elective paid time off
- If flexible spending arrangements, provisions for complying with requirements
- If grace period, provisions for complying
- If distributions from health Flexible Spending Arrangements to employees' Health Savings Accounts, provisions for complying

I have legal and binding authority for the employer named above and I am authorized to complete this form. I certify that this employer is making employer contributions to a qualified plan under IRC Section 125. I acknowledge my organization's failure to comply with Iowa Code § 97B.58 and/or Iowa Administrative Code 495 relieves IPERS of all liability to any member or beneficiary.

Authorized signature: [Signature] Date: 10-10-17

Your name: Rick Sanders Title: Chair, Board of Supervisors

Phone: (515) 382-7201 Email: rsanders@storycountyia.gov

Please sign and return to IPERS by December 31.

EMAIL: employerrelations@ipers.org FAX: 515-281-0053

MAIL: IPERS, P.O. Box 9117, Des Moines, IA 50306-9117



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

Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director

Date: October 10, 2017

Re: Consideration of Fee-For-Service Work Order between Story County and Conservation Corps Minnesota & Iowa for Invasive Species Removal at Murphy/Micah French Cemetery, effective 10/9/17-12/31/17, for \$1,050

The attached contract secures the services of Conservation Corps of Iowa & Minnesota to perform invasive species control at Murphy/Micah French Cemetery. CCI will provide one crew day @ \$1,050/day to remove buckthorn, sumac, and other invasive plants from this prairie remnant.

Funding for the project has been received from an Iowa Native Plant Society grant and a private donation.

The Story County Conservation Board urges your approval of this Work Order.

FEE-FOR-SERVICE WORK ORDER BETWEEN
Story County Conservation Board
56461 180th St.
Ames, IA 50010
AND CONSERVATION CORPS MINNESOTA & IOWA
Project Number: 15291

This work order, and amendments and supplements thereto, subject to the Laws of Minnesota is by and between CONSERVATION CORPS MINNESOTA & IOWA, 60 Plato Blvd E #210, St. Paul, MN 55107 (hereafter referred to as "THE CORPS") and Story County Conservation Board (hereafter referred to as "PURCHASER").

Description and scope of work for the project: Murphy/Micah French Cemetery invasive plant removal; grant funded from INPS

THE CORPS represents that it is duly qualified and agrees to provide the services described in this contract.

TERM OF CONTRACT

- 1.1 **Effective date:** 10/9/2017, or the date THE CORPS obtains all required signatures, whichever is later.
- 1.2 **Expiration date:** 12/31/2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

DUTIES OF THE CORPS

- 2.1 Complete services as specified in Exhibit A, which is attached hereto, and shall be a part of this contract.
- 2.2 Enroll and supervise AmeriCorps members in accordance with program guidelines.
- 2.3 Provide basic orientation and training as appropriate for corpsmembers.
- 2.4 Provide consultation and on-site project review to ensure that service is progressing in accordance with this work order and program guidelines.
- 2.5 Provide personnel and payroll administration for corpsmembers.
- 2.6 Provide all necessary transportation of corpsmembers to and from service sites.
- 2.7 Provide basic tools, safety gear, personal supplies and equipment needed by corpsmembers to meet all PURCHASER and federal safety requirements.
- 2.8 Provide professional liability and worker's compensation insurance for all corpsmembers.
- 2.9 Track services completed and make this information available to PURCHASER upon request.

DUTIES OF PURCHASER

- 3.1 Provide on-site project specific direction and assistance to the corpsmember(s).
- 3.2 Provide at least one media promotion to the public stating that the services(s) are being performed by THE CORPS. Any publicity regarding the subject matter of this work order must not be released without prior approval from the Corps' Authorized Representative.
- 3.3 Ensure safe working conditions in and around project areas that meet all PURCHASER and federal standards.
- 3.4 Secure all local, county, and federal permits required by law prior to the commencement of work.
- 3.5 Provide Conservation Corps Crew with training and educational opportunities relevant to the services being performed. This includes an on-site project overview at the outset of the project which outlines project background, goals and overall outcomes expected as a result of the crew's efforts.
- 3.6 Provide specialized tools, safety gear, personal supplies and equipment that are not available through the Corps that is needed by corpsmembers to meet all PURCHASER and federal safety requirements.
- 3.7 Assist in the acquisition of camping/lodging accommodations if necessary.
- 3.8 Provide all project materials, supplies and chemicals.

PAYMENT

- 4.1 PURCHASER will pay THE CORPS for services performed by THE CORPS.
- 4.2 PURCHASER's obligation to THE CORPS under this contract is up to a maximum of \$1,050, based on the

following fee schedule: \$1,050 per day per 5 member crew.

- 4.3 THE CORPS may invoice monthly. THE CORPS shall send final invoice to PURCHASER upon service completion.
- 4.4 PURCHASER shall make payment within 30 days of receipt of invoices.

CANCELLATION

- 5.1 This contract may be cancelled by the PURCHASER or THE CORPS at any time, with or without cause, upon 30 days written notice to the other party. In the event of such cancellation, THE CORPS shall be entitled to payment for services performed.
- 5.2 THE CORPS reserves the right to withdraw corpsmembers from PURCHASER for emergency response work including, but not limited to, natural disasters and wild fire response. Reasonable efforts will be made to accommodate the needs of the PURCHASER. PURCHASER has no funding commitment to THE CORPS for services completed while corpsmembers have been withdrawn from PURCHASER for emergency response. PURCHASER shall remain liable for payment for services that THE CORPS provides to PURCHASER.

AUTHORIZED REPRESENTATIVES

- 6.1 THE CORPS's Authorized Representative is Mark Wilson, or his/her successor.
- 6.2 The PURCHASER's Authorized Representative is Amy Yoakum, or his/her successor.

AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- 7.1 Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- 7.2 If THE CORPS fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

INDEMNITY & INSURANCE REQUIREMENTS

- 8.1 To the fullest extent permitted by law, PURCHASER will defend, indemnify and hold harmless THE CORPS from any and all claims for bodily injury and property damage including the loss of use of property resulting therefrom, which arise or are in any way connected with the work performed, materials furnished or services provided by THE PURCHASER; THE PURCHASER's subcontractors or anyone employed directly or indirectly by any of them under this agreement as each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof.
- 8.2 To the fullest extent permitted by law, THE CORPS will defend, indemnify and hold harmless PURCHASER from any and all claims for bodily injury and property damage including the loss of use of property resulting therefrom, which arise or are in any way connected with the work performed, materials furnished or services provided by THE CORP; THE CORPS's subcontractors or anyone employed directly or indirectly by any of them under this agreement as each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof.
- 8.3 THE CORPS's is not obligated to indemnify and defend PURCHASER or owner for claims due to the sole negligence or willful misconduct of PURCHASER. Any obligations assumed pursuant to this agreement will not be construed to negate, abridge or reduce other rights or obligations of indemnity, which otherwise exist as to a party or person described in this agreement.
- 8.4 THE PURCHASER's is not obligated to indemnify and defend THE CORPS or owner for claims due to the sole negligence or willful misconduct of THE CORPS. Any obligations assumed pursuant to this agreement will not be construed to negate, abridge or reduce other rights or obligations of indemnity, which otherwise exist as to a party or person described in this agreement.
- 8.5 Applicable only if Corps staff or corps members will be operating motor vehicles owned, leased or rented by PURCHASER: The PURCHASER must provide to THE CORPS certificates of insurance showing

CONSERVATION CORPS MINNESOTA & IOWA as an Additional Insured for Automobile Liability and include a Waiver of Subrogation in favor of THE CORPS.

GOVERNING LAW, JURISDICTION, AND VENUE

9.1 Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

DUPLICATION, DISPLACEMENT, SUPPLANTATION

- 10.1 Conservation Corps crews are subject to the provisions of 42 V.S.C. §§ 12501 - 12682 and 45 C.F.R. parts 2500 - 2550. These laws require, in part, that AmeriCorps assistance not result in:
 - 10.1.1 Duplication of an activity otherwise available in the locality of the program or would otherwise be performed by an employee as part of the employee's assigned duties.
 - 10.1.2 Displacement of currently employed workers or workers on seasonal layoff or layoff from a substantially equivalent position, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits.
 - 10.1.3 Termination or layoff of employees.
 - 10.1.4 Infringement on the promotional opportunity of an employee or infringement on services performed by an employee as part of the employee's assigned duties.
 - 10.1.5 Supplanting the hiring of employed workers.
 - 10.1.6 Infringement on the assignments of any presently employed worker; an employee who recently resigned or was discharged; an employee who is on leave, on strike, being locked out, subject to a reduction in force, or has recall rights subject to a collective bargaining agreement or applicable personnel procedure.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

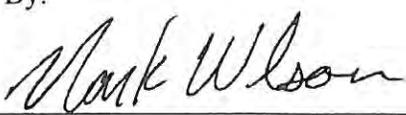
PURCHASER:

PURCHASER certifies that the appropriate person(s) have executed this contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.

CONSERVATION CORPS:

THE CORPS certifies that the appropriate person(s) have executed this contract on behalf of THE CORPS as required by applicable articles, by-laws, resolutions, or ordinances.

By: 
Title: Chau BOS
Date: 10-10-17

By: 
Title: Iowa Program Manager
Date: 10/4/2017

**CONSERVATION CORPS IOWA
PROJECT REQUEST FORM**
www.conservationcorps.org



Project Host Agency/Organization Story County Conservation		Date July 24, 2017
		Telephone No 515-422-6862
		E-mail Address ayoakum@storycountyiowa.gov
Name of Project Cemetery remnant rescue	Project Address (Area, Park, County, etc) Murphy/Micah French Cemetery 20583 670 th Avenue	
Project Location (Area, Site, etc – include map and/or directions to provide to Crew):		
Purpose or Reason for Project: Iowa Native Plant Society and private donation funded day.		
Detailed Explanation of Project: Remove buckthorn, sumac and other invasive plants from prairie remnant.		
Will technical assistance and/or training be provided by the requesting agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, answer 1-3)		
1) Name of Person Amy Yoakum	2) Position or Title Natural Resource Specialist	3) Time commitment
Will requesting agency provide a work site orientation, project overview and history, or any other applicable on-site training for the crew? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Crew Type: <input checked="" type="checkbox"/> Young Adult crew (5 members in size including Crew Leader. Available Mid-February thru Mid-December)		
Estimated number of days required 1	Season best suited for project fall	Dates Preferred November 16, 2017
Can project be accomplished intermittently? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Requesting Agency's/Division's Priority for this Project (Explanation):		
Amount and source of funding to support this project: Iowa Native Plant Society partial funding along with a private donation toward the project		

Alternate work plan in event of adverse weather (if applicable):

None due to grant funding

What safety concerns are related to this project? (Potential "watch-out" situations) List any specialty safety equipment needed:

Working on a slope

Possible use of a chipper

Chaps, helmets, gloves, ear and eye protection

Do Cell phones work at the project site? If not, what communication system will be used in case of emergency?

yes

List all types of hand tools required for project:

Herbicide sprayers for stump treatment

List all types of power equipment required for project:

chainsaws

Can requesting agency provide specialized equipment if required for project? Yes No

DEADLINE FOR CONSERVATION CORPS IOWA RESPONSE (date & time): - As needed-

Submitted by:

Authorized Requestor's Signature (unless submitted electronically) 	Date 7/24/17
Authorized Requestor's Printed Name Amy Yoakum	Title Natural Resource Specialist

BUSINESS PROPERTY LEASE

THIS LEASE, made and entered into this 29 day of September, 2017, by and between Story County, Iowa, authorized under the laws of the State of Iowa, ("Landlord"), whose address, for the purpose of this lease, is 900 6th Street, Nevada, Iowa, 50201, and Optima Lifeservices, Inc., an Iowa corporation, ("Tenant"), whose address for the purpose of this lease is 602 East Grand, Des Moines, Iowa, 50309, and whose permanent address is 310 W. Burlington Avenue, Fairfield, IA 52556.

The parties agree as follows.

1. PREMISES AND TERM.

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

- (a) The residential care facility building located at 124 S. Hazel Avenue, Ames, Iowa 50010 commonly referred to as the "South Hazel House".
- (b) The residential care facility building located at 3911 Calhoun Ave, Ames, Iowa 50010 commonly referred to as the "Calhoun House"; and
- (c) The residential care facility building located at 620 Duluth, Ames, Iowa 50010, commonly referred to as the "Duluth House".

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of July, 2017, and ending on the 1st day of June, 2018, upon the condition that Tenant performs as provided in this lease. The lease may be renewed by the parties for following year's terms either by signing a new lease or by signing an addendum.

2. RENT.

Tenant agrees to pay Landlord as rent **\$ 14,211.00 per month** for all three properties in a single, unapportioned lump sum payment, on or before the 1st day of July, 2017, and on or before the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. All rent payments are to be made payable to Story County Iowa, 900 6th Street, Nevada, IA 50201, and delivered to Story County Iowa, 900 6th Street, Nevada, IA 50201 or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 5% per annum.

RECEIVED

OCT 05 2017

3. SECURITY DEPOSIT.

No security deposit for the four properties is required by the Landlord.

4. POSSESSION.

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

5. USE.

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

6. CARE AND MAINTENANCE.

Landlord and Tenant agree to the following.

Landlord responsibilities:

- (a) Landlord shall keep the following in good repair: roof, sewer, Plumbing (with the exception of snaking drains which shall be the responsibility of the tenant), heating, wiring, air conditioning. Landlord will maintain all outside public areas lawns, sidewalks, driveways and parking areas including snow removal. See paragraph **21**. Landlord shall have reasonable access to the building in all areas at all times in order to inspect, repair, install building mechanical and structural components. **Monthly safety inspections will normally occur on the afternoon shift – 4:00 p.m. to 12:30 a.m. Monday through Friday.** Landlord shall not be liable for failure to make any repairs or replacements or alterations unless Landlord fails to do so within a reasonable period of time after written notice from Tenant.
- (b) Landlord will be responsible to make all changes to its properties to comply with federal, state or municipal code changes at Landlord's expense.

Tenant responsibilities:

- (c) Tenant takes the premises as is, except as herein provided.
- (d) Tenant shall maintain the premises in a reasonable safe, serviceable,

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

- (e) Tenant shall make no structural changes or alterations to the building or its contents without the prior written consent of Landlord.
- (f) Tenant shall be responsible for the snaking of drains when they are clogged.
- (g) Tenant shall contact the Landlord immediately upon notice of any of the following:
 - (1) for any ceiling water leak, service water or plumbing leak;
 - (2) for loss of electricity;
 - (3) for loss of heat or air conditioning;
 - (4) broken glass including building light fixtures;
 - (5) doors/windows that do not open/close or lock.

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

Facilities Management Emergency Number

(515)460-4901

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

Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be emailed to: FMWorkOrders@storycounty.com.

7. MECHANICS' LIENS AND NOTICE TO SOLICITORS.

Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Mechanic' liens against public property are barred by Iowa Code Section 626.109. Tenant shall

not perform any improvement/work to the four properties or hire contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement/work on the premises. Should Tenant be approached by solicitors Tenant is to immediately notify Landlord and notify solicitors that only Landlord may authorize and perform improvements.

8. UTILITIES AND SERVICES.

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

9. SURRENDER.

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

10. ASSIGNMENT AND SUBLETTING.

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

11. INSURANCE.

Landlord and Tenant agree to the following.

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

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

12. LIABILITY FOR DAMAGE.

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

13. INDEMNITY.

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

14. DAMAGE.

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

15. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

Landlord and Tenant agree to the following.

Events constituting default by tenant:

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

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

Notice of default:

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

Remedies:

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

16. RIGHT TO ADVERTISE.

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

prospective tenants or buyers to enter and examine the premises.

17. LEGAL NOTICES AND DEMANDS.

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

Story County Iowa, 900 6th Street, Nevada, IA 50201

The address of the Tenant is:

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

18. PROVISIONS BINDING.

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

19. CERTIFICATION.

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

20. CONTENTS

Landlord will leave contents on the premises. Contents are defined as "cubicles, conference room tables, supplies, chairs, desks, filing and storage cabinets, white boards, folding tables, kitchen equipment, appliances, lockers

and one pool table.” All contents are left on the premises at the discretion of the Landlord. Landlord retains ownership of all contents and contents shall not be removed from the buildings without express permission from the Landlord. Landlord may remove contents at any time subject to its discretion. At the end of the lease, all contents return to the Landlord. Contents shall remain in good condition with normal wear and tear. Tenant shall execute an inventory sheet with Landlord specifying the contents that are left on the premises and Tenant agrees to return all contents to Landlord at the expiration of the lease agreement.

21.ADDITIONAL PROVISIONS.

Access to the three (3) residential care facilities will be granted to landlord at all times without prior approval by tenant. Landlord will notify tenant when it plans to access the residential care facilities when prior notice is practical.

Custodial hours are Monday through Friday – 4:00 p.m. to 12:30 a.m.

No custodial duties will be provided by Landlord at the three-leased locations (the residential care facilities).



LANDLORD, Story County Iowa
Authorized signature
Rick Sanders Chair, Story County Board of Supervisors

10-10-17
Date



TENANT, Optima Lifeservices, Inc.
William Dodds, President

9/29/17
Date

Facilities Management Emergency Contact Information

EMERGENCY NUMBER ONLY:

(515)460-4901

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

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

-Thank You-
Story County Facilities Management

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

Closure No. 18-12

Date 10/6/2017

Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Bridge Work in Howard Township Section 3 on 100th St. from 590th Ave. to 600th Ave.

Motion by: Chitty Seconded by: Olson

Olson	<input checked="" type="checkbox"/>	Aye	Sanders	<input checked="" type="checkbox"/>	Aye	Chitty	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent



Story County Board of Supervisors

Closure No. 18-13

Date 10/6/2017

Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Bridge Work in Grant Township Sect 25,36 on 270th St. from 610th Ave. to 620th Ave. (S14)

Motion by: Chitty Seconded by: Olson

Olson	<input checked="" type="checkbox"/> Aye	Sanders	<input checked="" type="checkbox"/> Aye	Chitty	<input checked="" type="checkbox"/> Aye
	<input type="checkbox"/> Nay		<input type="checkbox"/> Nay		<input type="checkbox"/> Nay
	<input type="checkbox"/> Absent		<input type="checkbox"/> Absent		<input type="checkbox"/> Absent



Story County Board of Supervisors

1-00

Permit Number 18-28

STORY COUNTY UTILITY PERMIT

Date 10/5/17

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.

1115

117/30

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 10/04/2017

XENIA RURAL WATER DISTRICT

Name of Company (Applicant - Permittee)

Roger Olsen (515) 676-2117

by ROGER OLSEN Phone no.

Recommended for Approval:

Date 10-5-17

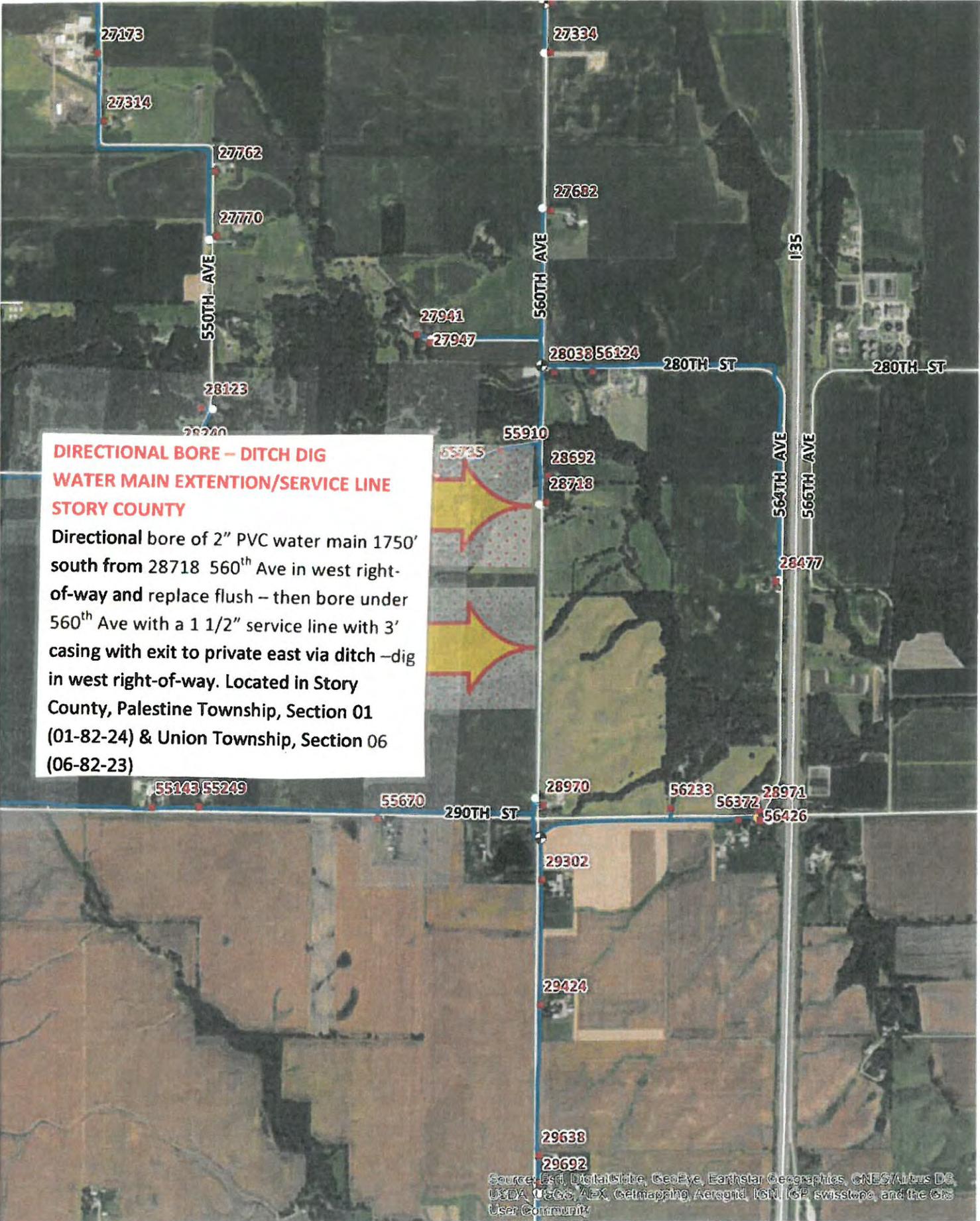
Dan Miller 515-382-7355
Asst. County Engineer Phone no.

Approved:

Date 10-10-17

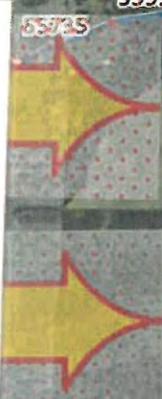
[Signature]
Chair, Board of Supervisors
Story County, Iowa

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



**DIRECTIONAL BORE – DITCH DIG
WATER MAIN EXTENSION/SERVICE LINE
STORY COUNTY**

Directional bore of 2" PVC water main 1750' south from 28718 560th Ave in west right-of-way and replace flush – then bore under 560th Ave with a 1 1/2" service line with 3' casing with exit to private east via ditch – dig in west right-of-way. Located in Story County, Palestine Township, Section 01 (01-82-24) & Union Township, Section 06 (06-82-23)



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

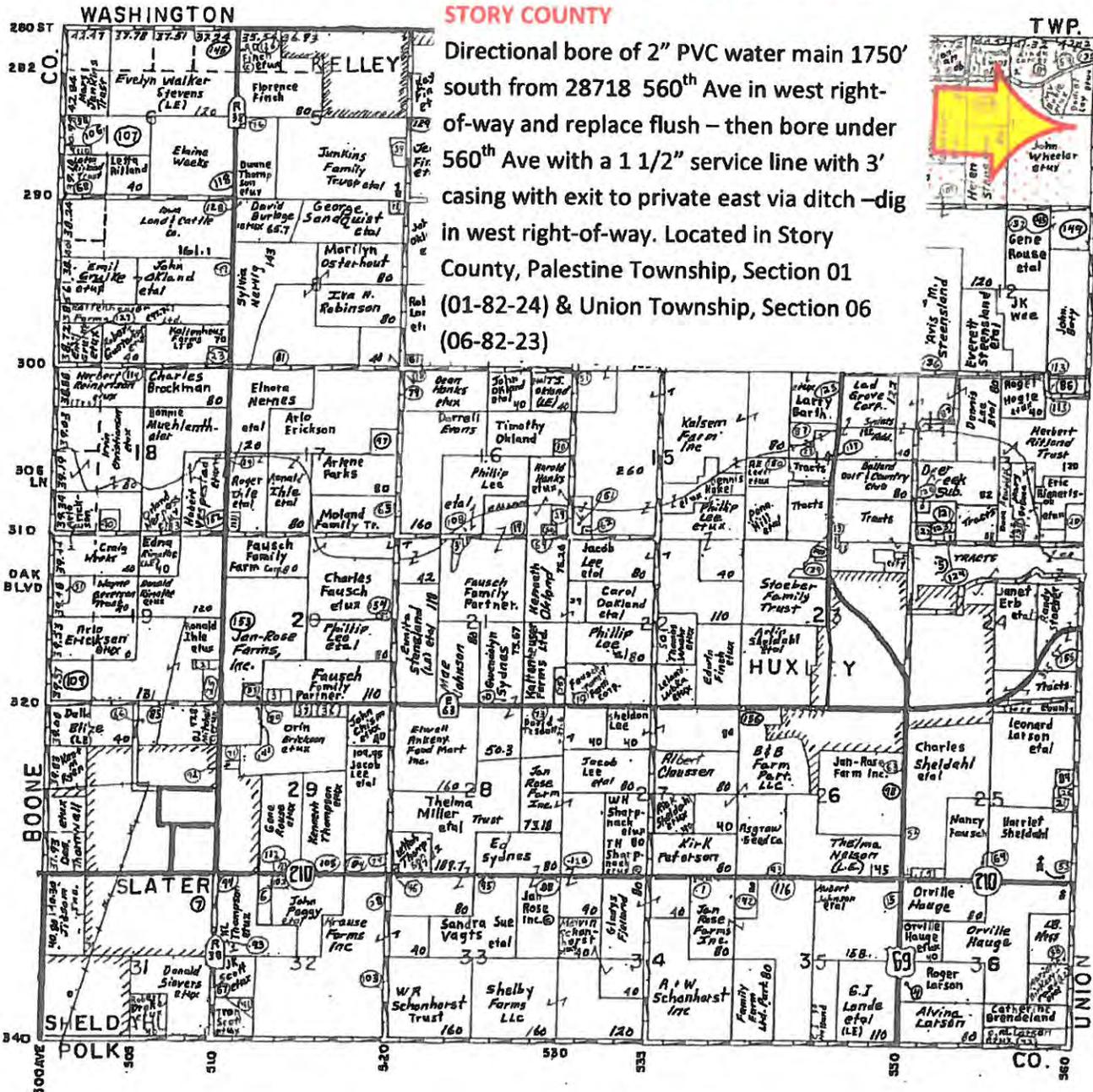
T82N

PALESTINE

R24W

DIRECTIONAL BORE - DITCH DIG WATER MAIN EXTENTION/SERVICE LINE STORY COUNTY

Directional bore of 2" PVC water main 1750' south from 28718 560th Ave in west right-of-way and replace flush - then bore under 560th Ave with a 1 1/2" service line with 3' casing with exit to private east via ditch - dig in west right-of-way. Located in Story County, Palestine Township, Section 01 (01-82-24) & Union Township, Section 06 (06-82-23)



280 ST
290
300
306 LN
310
DAK BLVD
320
340
300 AVE
BOONE
SLATER
POLK

WASHINGTON
POLK
BOONE
SLATER
UNION
TWP.
TWP.

T82N UNION R23W

- 1. Sec. 1 Malcolm Locke, et ux - 2.5
- 2. Sec. 15 Charles Heland, et al
- 3. Sec. 15 Duane Ramp, et ux - 11.79
- 4. Sec. 18 Colwell Park Sub.
- 5. Sec. 18 CW Christensen (LE) - 24.2
- 6. Sec. 19 Larry St. John, et ux - 15.49
- 7. Sec. 19 Thomas Friedrichsen, et ux - 30.5
- 8. Sec. 23 Richard Severaska, et ux - 10.26
- 9. Sec. 9 Thomas M. Boesjans
- 10. Sec. 6 Belinda Smalley, et al - 33.95
- 11. Sec. 10 Howard Hiff, et ux - 31.05
- 12. Sec. 30 David Aceto, et ux - 14.79
- 13. Sec. 2 Chicago E W H. Trust, Co. - 3.17
- 14. Sec. 16 Ronald Hartman, et ux - 10
- 15. Sec. 10 Robert Medley, et ux - 20
- 16. Sec. 16 Elwin Fearey, et ux - 10
- 17. Sec. 23 Town of Cambridge
- 18. Sec. 7 Cynthia Cooper
- 19. Sec. 7 Larry Thompson, et ux
- 20. Sec. 30 William Frederick, et ux
- 21. Sec. 10 Terry Clark, et ux - 30.04
- 22. Sec. 23 Jeffrey Weatherman, et
- 23. Sec. 13 Andrew Peck, et ux - 3.79
- 24. Sec. 15 Arnold Leino, et ux - 12
- 25. Sec. 10 Dennis Ramsey, et ux
- 26. Sec. 10 John Tweed
- 27. Sec. 23 John Harter, et ux - 0.5

- 28. Sec. 30 Charles Bowers, et ux - 8.4
- 29. Sec. 32 Alois Strohhausen
- 30. Sec. 8 Dale Christopher, et ux
- 31. Sec. 15 Richard Severaska, et ux - 11.31
- 32. Sec. 7 DW Fatus
- 33. Sec. 14 Steven Williams, et ux - 1.85
- 34. Sec. 10 Schills Sub.
- 35. Sec. 26 Michael Longacker, et al - 2.07
- 36. Sec. 22 Lawrence Eschler, et ux
- 37. Sec. 12 Norman Harrison, et ux
- 38. Sec. 28 Noel Shepley, et ux - 22.53
- 39. Sec. 2 JH Richardson, et ux
- 40. Sec. 3 Andrew Bell, et ux
- 41. Sec. 3 Carl Link, et ux
- 42. Sec. 9 W Olsen, et ux - 28.35
- 43. Sec. 6 James Begg, et ux - 2.46
- 44. Sec. 20 Roger Thorson, et ux - 1.2
- 45. Sec. 30 John Haggan, et ux
- 46. Sec. 4 Keith Lyon, et ux
- 47. Sec. 5 M. Dobb, et ux
- 48. Sec. 7 John George, et ux

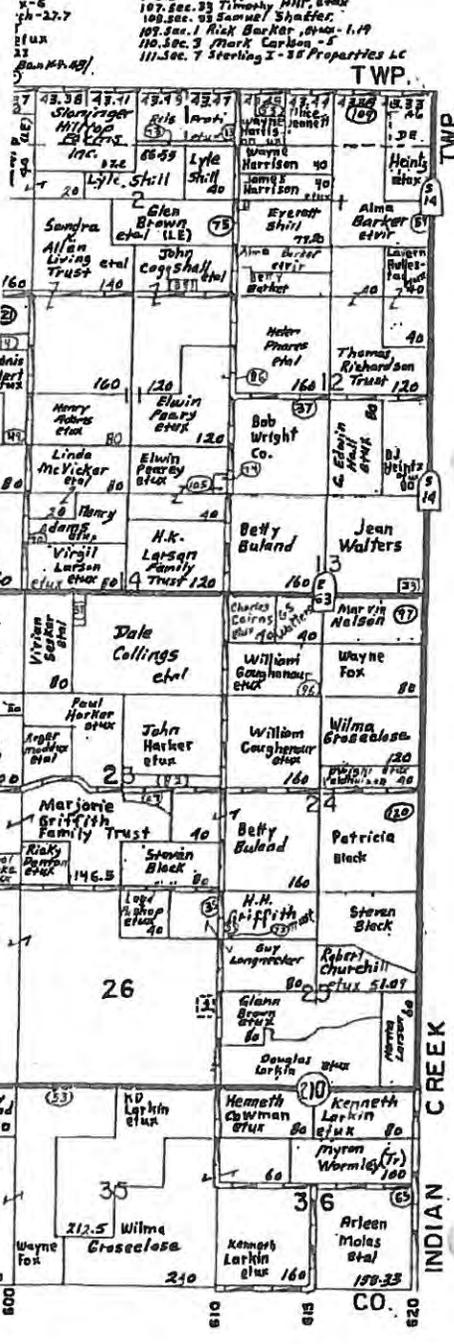
- 56. Sec. 9 Keith Lyons, et ux
- 57. Sec. 9 Ronald Lyon, et ux
- 58. Sec. 14 GS Ramsay, et ux - 7.07
- 59. Sec. 18 Neil Bjorkstrom, et ux
- 60. Sec. 28 Gary Shepley, et ux - 1.1
- 61. Sec. 27 Tamara Heland - 23.1
- 62. Sec. 28 Bakka Player
- 63. Sec. 29 R D Thorp
- 64. Sec. 20 Asgrow Seed Co, LLC - 4.04
- 65. Sec. 26 Josh Fuller - 1.67
- 66. Sec. 10 Ronald McMillan
- 67. Sec. 18 Mitchael, et ux - 0.08
- 68. Sec. 9 Ronald Lyon, et ux - 34.5
- 69. Sec. 18 Mary Zimmerman
- 70. Sec. 4 Eugene Pachovsky, et ux
- 71. Sec. 4 Joanne North - 37.72
- 72. Sec. 25 Richard Apland, et ux - 5.26
- 73. Sec. 2 Lyle Skill, et ux
- 74. Sec. 11 Danny Krack, et ux
- 75. Sec. 2 Bryan Manful, et ux
- 76. Sec. 15 Swine Genetics Inter.

- 84. Sec. 18 Dennis Parmenter, et ux
- 85. Sec. 30 Clark Baker
- 86. Sec. 11 Kurt Leland, et ux
- 87. Sec. 5 Brock Johnson - 10.35
- 88. Sec. 20 Jeffrey Gully, et ux - 12.73
- 89. Sec. 10 Warren Johnson, et ux
- 90. Sec. 19 Dianne Cole
- 91. Sec. 18 Steven Gluck, et ux
- 92. Sec. 10 John Hjalsholm, et ux
- 93. Sec. 18 Dennis Parmenter, et ux - 30
- 94. Sec. 18 Thomas Friedrichsen, et ux - 9.6
- 95. Sec. 13 Mitch Combs, et ux
- 96. Sec. 13 Michael Brown, et ux
- 97. Sec. 22 Raymond Jensen, et ux - 8.19
- 98. Sec. 31 Shane Larson - 18.45
- 99. Sec. 31 Kenneth Larson, et ux
- 100. Sec. 10 Larson Bros. - 26.67
- 101. Sec. 34 David Masher, et ux - 36.15
- 102. Sec. 9 Thomas Brock, et ux
- 103. Sec. 11 James Blackwood, et ux
- 104. Sec. 20 Gary Halverson, et ux
- 105. Sec. 23 Timothy Hill, et ux
- 106. Sec. 5 Samul Shafter
- 107. Sec. 1 Rick Barker, et ux - 1.19
- 108. Sec. 3 Mark Carlson - 5
- 109. Sec. 7 Sterling I - 58 Properties LC



DIRECTIONAL BORE - DITCH DIG
WATER MAIN EXTENTION/SERVICE LINE
STORY COUNTY

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- 111. Sec. 7 Cynthia Cooper - 20.6
- 112. Sec. 9 Ralph Dittman, et ux - 2.50
- 113. Sec. 9 D. J. Thompson - 2.5
- 114. Sec. 9 D. J. Thompson - 2.5
- 115. Sec. 9 D. J. Thompson - 2.5
- 116. Sec. 9 D. J. Thompson - 2.5
- 117. Sec. 9 D. J. Thompson - 2.5
- 118. Sec. 9 D. J. Thompson - 2.5
- 119. Sec. 9 D. J. Thompson - 2.5
- 120. Sec. 9 D. J. Thompson - 2.5
- 121. Sec. 9 D. J. Thompson - 2.5
- 122. Sec. 9 D. J. Thompson - 2.5
- 123. Sec. 9 D. J. Thompson - 2.5
- 124. Sec. 9 D. J. Thompson - 2.5
- 125. Sec. 9 D. J. Thompson - 2.5
- 126. Sec. 9 D. J. Thompson - 2.5
- 127. Sec. 9 D. J. Thompson - 2.5
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- 130. Sec. 9 D. J. Thompson - 2.5
- 131. Sec. 9 D. J. Thompson - 2.5
- 132. Sec. 9 D. J. Thompson - 2.5
- 133. Sec. 9 D. J. Thompson - 2.5
- 134. Sec. 9 D. J. Thompson - 2.5
- 135. Sec. 9 D. J. Thompson - 2.5
- 136. Sec. 9 D. J. Thompson - 2.5
- 137. Sec. 9 D. J. Thompson - 2.5
- 138. Sec. 9 D. J. Thompson - 2.5
- 139. Sec. 9 D. J. Thompson - 2.5
- 140. Sec. 9 D. J. Thompson - 2.5
- 141. Sec. 9 D. J. Thompson - 2.5
- 142. Sec. 9 D. J. Thompson - 2.5
- 143. Sec. 9 D. J. Thompson - 2.5
- 144. Sec. 9 D. J. Thompson - 2.5
- 145. Sec. 9 D. J. Thompson - 2.5
- 146. Sec. 9 D. J. Thompson - 2.5
- 147. Sec. 9 D. J. Thompson - 2.5
- 148. Sec. 9 D. J. Thompson - 2.5
- 149. Sec. 9 D. J. Thompson - 2.5
- 150. Sec. 9 D. J. Thompson - 2.5

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Jerry Moore, Planning and Development Department, 900 6th Street, Nevada, Iowa 50201 515-382-7247

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 18-44

SETTING DATE AND TIME FOR PUBLIC HEARING ON OCTOBER 17, 2017, FOR FIRST CONSIDERATION OF ORDINANCE NO. 266 PERTAINING TO PROCESS SUBMITTAL AND REVIEW PROCEDURES FOR SUBDIVISION PLATS, CONDITIONAL USE PERMIT APPLICATIONS, AND VARIANCE APPLICATIONS. ORDINANCE NO. 266 PROPOSES TO AMEND CHAPTER 85 LAND DEVELOPMENT REGULATIONS DEFINITIONS ADDING DEFINITION FOR SUBSTANTIAL ACTION. ALSO, AMENDING CHAPTER 87 LAND DEVELOPMENT REGULATIONS LAND DIVISION REQUIREMENTS ADDING AN APPLICATION SUBMITTAL AND REVIEW PROCESS FOR SUBDIVISION PLATS, ENCOURAGING DIVISIONS ON PLAT OF SURVEYS TO OCCUR ALONG NATURAL CONTOURS, AND ADDING A REVIEW PROCESS AND COMMUNICATION REQUIREMENTS FOR VACATION OF OFFICIAL PLATS. ALSO, AMENDING CHAPTER 90 LAND DEVELOPMENT REGULATIONS CONDITIONAL USES ADDING AN APPLICATION SUBMITTAL AND REVIEW PROCESS FOR CONDITIONAL USE PERMIT APPLICATIONS. LASTLY AMENDING CHAPTER 92 LAND DEVELOPMENT REGULATIONS ADMINISTRATION ADDING AN APPLICATION SUBMITTAL AND REVIEW PROCESS FOR VARIANCE APPLICATIONS.

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa, on May 21, 2013*;

AND WHEREAS, Section 1.11 (2)(A), a proposed ordinance shall be considered and receive a favorable vote for passage in accordance with Section 331.302 (6) of the Code of Iowa, as amended;

AND WHEREAS, Section 1.11 (2)(B) the title of the proposed ordinance shall be published in accordance with Section 331.305 of the *Code of Iowa*, as amended, prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained;

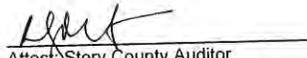
AND WHEREAS, the Story County Planning and Zoning Commission recommended approval of the above identified amendments at their October 4, 2017 meeting, except the proposed chapter 87.02 (2) amendment that states generally, where practical divisions should follow natural contours.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 266 on the 17TH of October, 2017, at the Story County Administration Building, 900 6th St, Nevada, Iowa, at 10 o'clock am and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

Dated this 10th day of October 2017.



Board of Supervisors



Attest, Story County Auditor

Moved by: Chitty
Seconded by: Olson
Voting Aye: Chitty, Olson, Sanders
Voting Nay: None
Absent: None

**RESOLUTION NO. 18-42
APPROPRIATIONS AMENDMENT**

WHEREAS, Resolution No. 17-110 dated June 27, 2017 set appropriations by department for Fiscal Year 2018, and

WHEREAS, Resolution No. 18-22 dated August 15, 2017 amended appropriations by department for Fiscal Year 2018, and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Story County, Iowa, to amend department appropriations by the following amounts:

<u>Dept# & Name</u>	<u>\$ Amount</u>	<u>Dept# & Name</u>	<u>\$ Amount</u>
20 – Engineer	1,010,000	24 – IRVM	15,500
50 – HSC	19,100		

Motion by: Olson Seconded by: Chitty

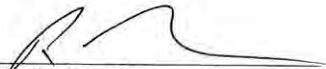
Voting Aye: Olson, Chitty, Sanders

Voting Nay: None

Abstaining: None

Absent: None

The above resolution was adopted by the Board of Supervisors of Story County, Iowa, on the 10th day of October, 2017, and the Auditor is directed to correct her books accordingly.


Board of Supervisors


Attest: County Auditor

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
ROCK ISLAND DISTRICT
and
STORY COUNTY, IOWA

MEMORANDUM OF UNDERSTANDING (MOU)
REGARDING FEDERAL LAND TRANSFER TO STORY COUNTY, IOWA

PURPOSE: Establish the administrative procedures and funding allocation to effect a legislatively directed land transfer from the Federal government to Story County, Iowa, pursuant to the 2008 Omnibus Bill.

1. Reference: Energy and Water Development and Related Agencies Appropriations Act, 2008; and, U.S. Army Corps of Engineers Engineering Regulation (ER) 405-1-12, Chapter 11; 10 USC 2695, Chapter 159 – Advance Payment of Administrative Costs; and, Story County, Iowa Resolution of the Board of Supervisors No. 15-03.

2. Project: The Ames Lake Flood Control Project was authorized by the Flood Control Act of 1965. Limited pre-construction Project planning was performed during the time period of 1965 through 1973. In June, 1974, the Project was placed in an "inactive" status due to expressed opposition from the State of Iowa. In March, 1984, the Project was reactivated as a result of renewed Congressional and local interest. After reactivation, there was additional expressed opposition by the State of Iowa Department of Natural Resources and the Project was once again reclassified from "active" to "inactive" in September, 1987. The Project was eventually deauthorized on April 16, 2002, in accordance with Section 1001(b)(2) of the Water Resources Development Act of 1986, Public Law 99-662, as amended.

Prior to deauthorization, the Federal Government had acquired approximately 197 acres of fee title land for the Project, referenced as Tracts 200-1, 200-2, 201, and 400- 1. MOU Exhibit C, attached hereto, provides an overview map of the affected tracts. Much of the Project acreage is currently leased by the U.S. Army Corps of Engineers (hereafter, "USACE") to adjacent landowners for agricultural purposes. On December 26, 2007, direct Congressional authorization, Division C, Title I of House Report 110-497 was signed into law and stated that: "Not later than 180 days after the date of enactment of this Act, the Chief of the Army Corps of Engineers shall convey to Story County, Iowa, without consideration, all rights title and interest of the United States in and to a parcel of real property, including any improvements thereon, consisting of approximately 197 acres originally proposed for the Skunk River Reservoir, located between Ames, Iowa and Story City, Iowa." Despite deauthorization and Congressional direction to convey the land to Story County, funding has never been appropriated to allow USACE to effect the transfer. Accordingly, Story County has agreed to pay the administrative expenses associated with the conveyance.

3. Scope: To document the process and tasks associated with conveyance of Federally-owned land to Story County, Iowa; to identify Federal Government costs to be paid in advance by Story County, Iowa; and to identify the means and process of initial payment from Story County,

reimbursement of unused funds, if any, to Story County, and (if necessary) receipt of additional funds required to complete the required tasks.

4. General Agreements and Understanding:

a. The Federal Government and Story County are in agreement on the tasks which are required to be completed in order to fully convey all fee-owned land associated with the Ames Lake Flood Control Project. These tasks are laid out in the attached Exhibits A and B. As indicated in Exhibit A, Story County will complete certain tasks within the timelines indicated herein. Any tasks not undertaken by Story County will be completed by the Corps at Story County's expense. All tasks shall be subject to review and approval by the Corps. The preliminary estimate of Federal Government related administrative expenses associated with the land transfer has been set at \$63,800.

b. All tasks undertaken by all parties shall be completed within two (2) years, *if possible and subject to mission requirements*, effective upon receipts of funds from Story County. Any tasks assigned to, yet not satisfactorily completed by Story County within the allowed timeframe may, at the Corps' option, be completed by the Corps at Story County's expense, which will result in a stoppage of all action pending additional funds from Story County for the Corps to do the work. Within 90 days of completion of the work required under this MOU and final conveyance of the affected Government-owned fee acres, the Corps shall conduct an accounting to determine the actual cost of the work. Within 60 days of completion of this accounting, the Corps shall return to Story County, Iowa any funds advanced in excess of the actual costs, as then known. At any time that the Corps' actual costs for the work exceeds the amount submitted by Story County, the Corps shall submit an invoice to Story County for the amount due, and Story County shall make full payment within 90 days of receiving the invoice. Work will cease and cannot continue until funds are received.

c. Story County agrees to set aside and protect, by way of a preservation covenant, those acres on which recorded cultural resources are identified as a result of the Phase I Cultural Resources Survey.

d. Nothing in this MOU shall be construed to obligate the Federal Government to make or authorize any expenditure of funds unless and except as appropriated for such purpose.

5. Effective Date: This MOU, for the conveyance of all Government-owned fee land associated with the Ames Lake Flood Control Project, Tracts 200-1, 200-2, 201 and 400-1 (Parcels 50, 51, 52, 53, 55, 56, 57, 58, 59, 60, 61, 62, and 63), shall become effective when signed by the appropriate representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this MOU as of this 10th day of October, 2017.

THE DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
ROCK ISLAND DISTRICT

STORY COUNTY, IOWA

Jody R. Rowe
Real Estate Contracting Officer
Chief, Real Estate Division

BY: 
Signature

Rick Sanders
Name (Print/Type)

Chair BOS
Position

EXHIBIT A

Work to Be Performed by the Rock Island District (MVR), United States Army Corps of Engineers (USACE)

1. MVR USACE will complete applicable appraisal work related to the transfer of four Government fee-owned tracts at an estimated cost of \$10,000.00.
2. MVR USACE will complete applicable survey work related to the transfer of four Government fee-owned tracts at an estimated cost of \$40,000.00.
3. MVR USACE will complete a Phase 1 Environmental Site Assessment related to the transfer of four Government fee-owned tracts at an estimated cost of \$3,500.00.
4. MVR USACE will complete applicable Environmental Assessment (National Environmental Policy Act documentation, Endangered Species Act documentation) work related to the transfer of four Government fee-owned tracts at an estimated cost of \$35,000.00.
5. MVR USACE will perform all required baseline tasks as seen on Exhibit B at an estimated cost of \$63,800.

Work to Be Performed by Story County, Iowa

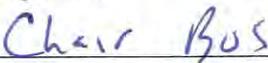
1. Story County has elected to enter into a preservation covenant agreement with the Iowa State Historic Preservation Office (SHPO) related to the transfer of four Government fee-owned tracts. This preservation covenant would restrict activities on the subject lands that would affect historically significant components of the subject lands. Story County will coordinate this action with the Iowa SHPO and MVR USACE. In the event that an agreement between Story County and the Iowa SHPO cannot be achieved with regards to a preservation covenant then Story County must perform, or pay MVR USACE the funds necessary to perform, at an estimated cost of \$80,000.00, the work necessary to determine if historically significant sites are located within the Government fee-owned tracts and if the historically significant sites are eligible for register on the National Register of Historic Places.

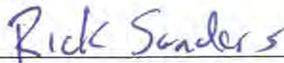
DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
ROCK ISLAND DISTRICT

STORY COUNTY, IOWA

Jody R. Rowe
Real Estate Contracting Officer
Regional Real Estate Division North,
Mississippi Valley Division
U.S. Army Corps of Engineers, Rock Island
District



Signature


Title


Print Name

EXHIBIT B

ORGANIZATION	TASK	GOVERNMENT COST TO PERFORM EACH ACTION	CAN THE ACTION BE PERFORMED BY STORY COUNTY?	GOVERNMENT COST TO PERFORM EACH ACTION AND FOR OVERSIGHT AND REVIEW IF STORY COUNTY PERFORMS THE ACTION
Real Estate				
Real Estate Management & Disposal Branch	Preparation of MOU & transfer package/ terminate ag leases/investigation/ coordination/ meetings	\$ 11,000.00	NO	\$ 11,000.00
Real Estate Management & Disposal Branch	Review/monitor transfer package/ MOU/real estate instruments	\$ 3,000.00	NO	\$ 3,000.00
Real Estate, Regional RE Division North	Review/approve/ execute MOU & transfer package	\$ 2,000.00	NO	\$ 2,000.00
Real Estate, Realty Services Branch	Cost accounting/ admin/budget	\$ 1,500.00	NO	\$ 1,500.00
Real Estate, Appraisal Branch	Review of issue and preparation of estimate	\$ 300.00	NO	\$ 300.00
	Appraisal	\$ 10,000.00	YES	\$ 10,000.00
	Appraisal Review	\$ 5,000.00	NO	\$ 5,000.00
	TOTAL	\$ 32,800.00		\$ 32,800.00
Survey Branch				
Survey Branch	Review of Issue, management, cost accounting, and admin	\$ 7,500.00	NO	\$ 7,500.00
	Survey work-field	\$ 40,000.00	YES	\$ 40,000.00
	Survey work-technical (document prep)		YES	
	TOTAL	\$ 47,500.00		\$ 47,500.00
Office of Counsel				
Real Estate Office of Counsel	Draft conveyance deeds/legal review/advice/ oversight	\$ 7,500.00	NO	\$ 7,500.00
	TOTAL	\$ 7,500.00		\$ 7,500.00

Engineering Branch				
Engineering Branch	Phase 1 Environmental Site Assessment	\$ 3,500.00	YES	\$ 3,500.00
	Review	\$ 1,000.00	NO	\$ 1,000.00
	TOTAL	\$ 4,500.00		\$ 4,500.00
Cultural Resource and Environmental Compliance				
Cultural Resources Compliance	Execution of Preservation Covenant and associated consultation*	\$ 40,000.00	YES	
Environmental Compliance	Environmental Assessment and associated coordination	\$ 35,000.00	YES	\$ 35,000.00
	Review/Coordination	\$ 15,000.00	NO	\$ 15,000.00
	TOTAL	\$ 90,000.00		\$ 50,000.00

OPTIONS COST	\$ 128,500.00		
SUBTOTAL (OPTIONS + REQUIRED)	\$ 182,300.00	REQUIRED	\$ 142,300.00
CONTINGENCY	\$ 10,000.00	CONTINGENCY	\$ 10,000.00
TOTAL	\$ 192,300.00	TOTAL	\$ 152,300.00

*In the event that a preservation covenant is not pursued, costs will need to cover Phase I survey (\$30K) and testing (\$50K) for a total of \$80K. This work is necessary to determine if there are any sites that are eligible for the National Register of Historic Places (NRHP). If there are such sites, the Corps will require Story County to enter into a preservation covenant to protect those sites or mitigation. Mitigation costs can't be determined at this time because they are site specific.

Ames Lake – Skunk River Project Map
Located in Story County, Iowa



Tract 400-1

- Government Property Lines
- Story County Parcel Property Lines

Tract 201

Tract 200-2

Tract 200-1



RESOLUTION # 18-43
FARM TO MARKET REVIEW BOARD APPLICATION

WHEREAS, a county may apply for modifications to its farm to market system to add or subtract mileage from its system, to accept or delete highways gained or lost through jurisdictional transfers, or to change the classification of roads within its system, and

WHEREAS, the Board of Supervisors of Story County has consulted with its County Engineer and desires to modify its farm to market road system to provide continuity of intra-county and inter-county routes, to meet the needs of existing or potential traffic, to better meet land use needs, or to provide a more suitable location for a farm to market route, and

WHEREAS, application for modifications to any county's farm to market system must be made to the Farm to Market Review Board per the requirements of Code of Iowa Section 306.6,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF STORY COUNTY that this county is formally requesting that the Farm to Market Review Board approve the following modifications to its farm to market system:

Road segments proposed for addition to the farm to market system:

220th Street from 580th Avenue east 3.008 miles to 610th Avenue (minus 0.503 miles in city limits)
610th Avenue from 220th Street south 0.297 miles to T Avenue
T Avenue from 610th Avenue east 1.000 miles to 620th Avenue

Total Mileage added to the Farm to Market System: 3.802 miles

Road segments within city corporate limits as farm to market extensions:

220th Street from 0.503 miles west of 600th Ave. east to 600th Ave.

Total Mileage added to Farm to Market Extension System: 0.503 miles

Road segments proposed for deletion from the farm to market system:

210th Street from 580th Avenue east 4.495 miles to 620th Avenue

Total Mileage deleted from the Farm to Market System: 4.495 miles

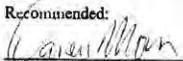
Road segments proposed for deletion from the farm to market extension system:

None

Total Mileage deleted from the farm to market extension system: 0 miles

The board of supervisors of Story County, in lawful session this 10th day of October, 2017 hereby adopts this farm to market modification resolution.

Recommended:


County Engineer

Approved:


Chair, Board of Supervisors

Attest:


County Auditor


Members



Dear Story County Supervisors,

I am writing to you on behalf of Lisa and Chris McIlrath owners of the Story City main street building located at 518 Broad Street. The McIlrath's purchased this property in 2016 and since have been working on improving the look and functionality of the building.

This year they are applying for a Main Street Challenge Grant for façade and cosmetic improvements as well as adding upper story housing. The amount they are applying for is \$75,000. The total project cost is estimated at over \$125,000. In order for their application to be competitive at the Iowa Economic Development Authority they would like to see other entities contribute financially to this project.

The City of Story City has indicated an interest to support the façade improvement aspect of the project at a level estimated at \$1,700. This portion of the project is estimated at \$32,000. The McIlrath's would like the opportunity to apply for Story County's Façade Improvement Grant in partnership with the City of Story City. We know that as the program is written only those communities under 2,000 in population are eligible.

We would like to formally request that if no other community in Story County steps forward to request the remaining estimated \$3,500 that you consider awarding that amount to the City of Story City working in partnership with the McIlrath's for improvements to their façade.

Personally, we feel that these dollars would go towards two individuals that have worked their entire lives to not only improve their business but also improve the lives of those in Story City and Story County. Both Lisa and Chris are amazing community volunteers and trusted members of Story City. If anyone would use this money to its full potential Chris and Lisa would.

Thank you for your consideration.

Sincerely,

Abby Huff
Executive Director
Story City Greater Chamber Connection & Economic Development Corporation

APPROVED **DELETED**
Member Initials: _____
Meeting Date: 10/10/17
Follow-up action: _____

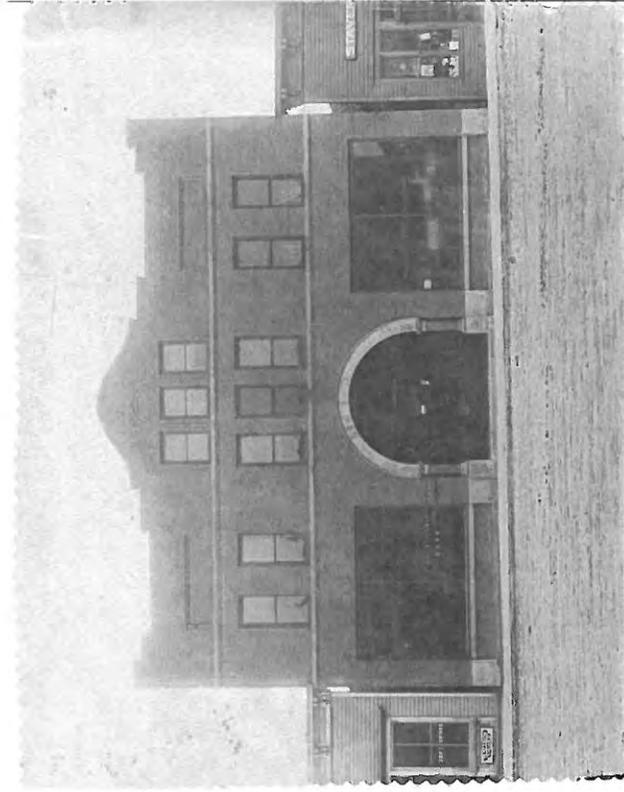
**518 BROAD STREET
STORY CITY, IOWA**



Story County Façade Grant

Owner: Lisa & Chris McIlrath

HISTORICAL PHOTOS



1910

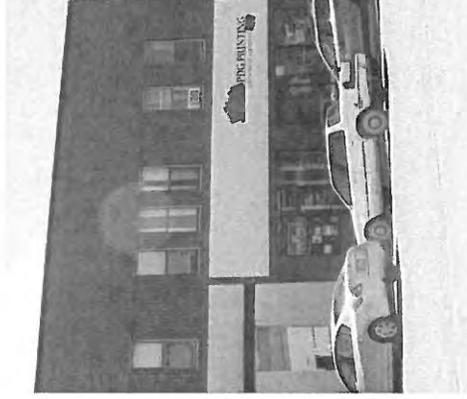
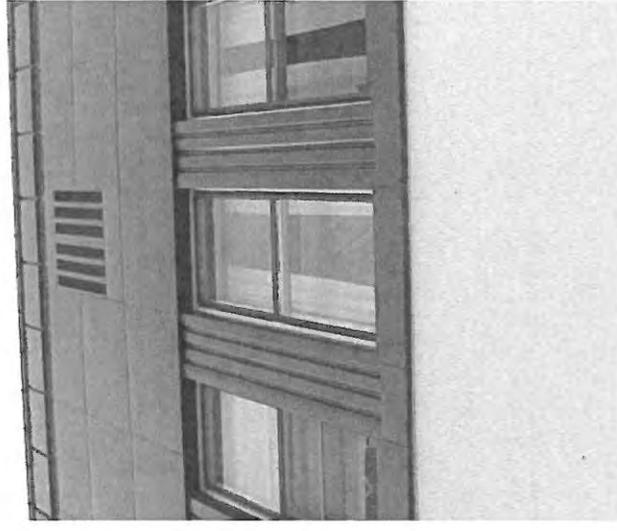
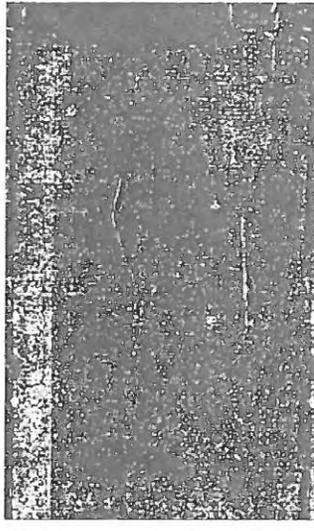


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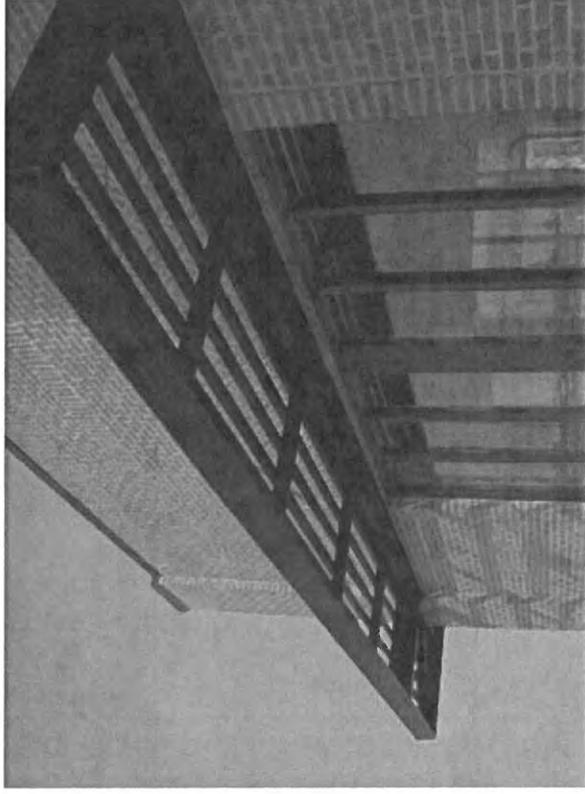


CURRENT EXTERIOR

- Updated in the Mid 60s
- Rust slipcover added
- Sign display added
- Entry was enclosed



PROPOSED WORK



518 BROAD STREET INFORMATION

- 518 Broad Street applied for a Main Street Iowa Challenge Grant for \$75,000: Total estimated cost for project \$192,251.97.
- This project includes the façade work, repair of the entry, stairs to the 2nd floor, hallways on 2nd floor, and adding a new apartment.
- Story City has not had any façade work done in over 7 years.
- We are hoping this project will be a catalyst for more work on Story City's Main Street.
- The City of Story City will be giving this project \$1,700



COST ESTIMATE

WORK NEEDED	COST	TOTAL
Removal of existing sign, updating backdrop, install awning, install signage	\$10,800.00	
Signage Letters	\$2969.21	
New Awning	\$17,468.00	
Repair Entry surrounding	\$1,645	
		\$32,882.21



2018 All-America City Award Application Spotlight: Promoting Equity through Inclusive Civic Engagement

Deadlines and Submission Instructions

February 2017 - February 2018: All-America City Promising Practices Series

Join National Civic League for this series of monthly webinars. Learn about innovative programs and approaches to promoting equity from All-America City (AAC) winning communities and other experts throughout the country. This series will also provide a chance for communities to talk with AAC winning communities about the benefits of AAC and tips for applying. See here for a [schedule of webinars](#).

October 18, 2017: Submit Letter of Intent to Apply

(Letter of Intent is not required, however, save \$100 on your application fee when you submit a Letter of Intent.)
[LOI Template](#)

February 28, 2018: Submit Application

- 1) by email to aac@ncl.org by Wednesday, February 28, 2018, 11:59 p.m. PST as a Word Document without pictures and file name with STATE, CITY 2018 AAC App and,
- 2) mail one hard copy with \$250 (*You only pay \$150 application fee if you submit a Letter of Intent to Apply by October 18, 2017) application fee to: National Civic League, 190 East 9th Ave., Suite 200, Denver, CO 80203

April 2018: Finalists Announced

Finalists will be announced in early April 2018. Community delegations will be invited to Denver to present.

April - June 2018: Competition Preparation

Finalist communities assemble a cross-sector community delegation to present the story of the community and its work at the June 2018 awards event and peer-learning conference. Raise the funds to send your delegation to the June event in Denver. Finalist community delegations present their story to a national jury of civic, local government, business, philanthropy, and community experts. All applicant communities are invited to participate in the June workshops and networking opportunities. See Resource page below for link to past AAC presentations.

June 22-24, 2018: All-America City Awards Competition and Event in Denver, Colorado.

APPROVED **EMBED**
Board Member Initials *RS*
Meeting Date: *10-10-17*
Action: _____

Application Guidelines

The National Civic League invites you to apply for the All-America City Award (AAC) – the nation’s most prestigious community award, now in its 69th year. The AAC Award offers the opportunity for both recognition and reflection. Applications require communities to come together to assess their strengths and challenges. The process of applying for the award provides an opportunity to mobilize local groups to work together and display on a national stage the people and projects that make your community a great place to live, work and play.

NCL recognizes that no perfect communities exist. The All-America City Award does not honor perfection. It does honor the progress and innovation demonstrated through the cross-sector partnerships in the three project examples. It recognizes a community’s courage to recognize its challenges along with commitment to face those challenges with the same spirit exhibited in the highlighted projects. It is about moving forward and getting the hard work done collaboratively, innovatively, inclusively, and with maximum civic engagement.

In 2018, the All-America City Award will recognize ten communities for their inclusive engagement processes, projects and community vision. The essence of the application is a description of three community projects with a clear community-wide commitment to inclusiveness, equity, impact, innovation, civic engagement and cross-sector collaboration. Applications are encouraged to include at least one project focused on the 2018 highlighted topic - inclusive engagement practices that promote equity.

The 2018 spotlight for the Award are efforts focused on inclusive engagement practices that promote equity and bring all voices to the table to help solve our country’s most pressing and complex issues. **With this spotlight NCL hopes to learn more about the inclusive decision-making processes that communities use to solve complex problems and move toward more equitable communities.**

2018 is the 50th anniversary of the Report of the National Advisory Commission on Civil Disorders (more commonly known as the Kerner Commission). The report, published in 1968, concluded with words that fit easily within our own times, “it is time to make good the promises of American democracy to all citizens – urban and rural, white, black, Spanish surname, American Indians, and every minority group.”

With this framing in mind, NCL is particularly interested in learning about your projects that:

- promote positive community-police relations,
- promote racial healing and dialogues on race,
- expand government and institutional representation and access,
- further educational equity in the community,
- create affordable and safe housing,
- reduce poverty,
- increase job readiness and employment,
- focus on restorative justice,
- seek equitable transportation access,
- promote or ensure access to healthy food and/or to safe and healthy natural environments.

We do not require the application to address any of the above issues specifically. However, applicants are strongly encouraged to share efforts that fit with the 2018 theme of inclusive engagement practices that promote equity. We know that local communities face a wide array of challenges and that demonstrating a commitment to inclusion and engagement will look different in different places. We look forward to hearing about the engagement processes your community uses to address complex issues and make your community a great place to live, work and play for all.

All-America City Awards Criteria

All-America City applications – and the three submitted projects – are considered using five main criteria:

1. **Civic Engagement:** comprehensive citizen/resident engagement in decision-making and action planning.
2. **Inclusiveness and Equity:** intentional involvement of diverse segments and perspectives (ethnic, racial, socio-economic, age, sexual orientation, gender expression, people with disabilities, national origin, and others) in community decision-making.
3. **Collaboration:** cross-sector collaboration (business, local government, nonprofits, military, etc.) and regional collaboration.
4. **Innovation:** creative use and leveraging of community resources.
5. **Impact and Future Planning and Visioning:** demonstrable, significant and measureable achievements from the past 5 years (for example: increase in number and diversity of residents involved in engagement processes, reduced poverty rates, increased access to school health services, increased number of affordable housing units). Especially for communities who have recently begun this work, we also encourage a description of a community-wide vision or long-term plan to address local challenges.

Resources Available to You

As you fill out this application, it may be helpful to consult the following material:

All-America City Award Related:

1. [The All-America City Experience](#): Brief informational video on the award program
2. [Previous All-America City presentations](#)
15. [Previous All-America City Award Event Program](#)
16. [Previous Applications:](#)
 - a. [2014 Winner Chelsea, Massachusetts](#)
 - b. [2015 Winner Tallahassee, Florida](#)
 - c. [2016 Winner Hayward, California](#)

Engagement Resources:

1. NCL's *Civic Index* to help evaluate your civic infrastructure
 - a. [Civic Index, Third Edition](#)
 - b. [Civic Index Quick Quiz](#)
2. [NCL's All-America Conversations Toolkit](#)
3. [Asset-based framework--*Discovering Community Power: A Guide to Mobilizing Local Assets and Your Organization's Capacity*](#). (Provided by permission of co-author John McKnight)

National Civic Review Articles on Civic Engagement:

4. [What Makes an All-America City?](#)
5. [Hampton, Virginia: Civic Engagement as a Management Strategy](#)
6. [Dubuque: Creating a Culture of Engagement](#)
7. [Decatur, Georgia: Diversity, Gentrification, and the Art of Community Conversation](#)

Equity Resources:

1. [Seattle's Race and Social Justice Initiative](#)
2. W. K. Kellogg Foundation's [Truth, Racial Healing and Transformation Initiative](#) (NCL is a proud partner of the TRHT Initiative)
3. [Building Welcoming Communities Campaign](#)
Community Policing
 - a. [The President's Taskforce on 21st Century Policing](#)
 - b. [The President's Taskforce on 21st Century Policing: One Year Progress Report](#)
 - c. [The President's Taskforce on 21st Century Policing: Implementation Guide](#)
4. Kerner Commission Report
 - a. [Kerner Commission Report Summary](#)
 - b. [Full Report for purchase](#)

Community Information

Community name and state: _____

Your community is applying as a:

___ Neighborhood ___ Village ___ Town ___ Tribe ___ City ___ County ___ Region

If applying as a region, name participating communities: _____

If applying as a neighborhood, name city: _____

Has your community applied before? Yes No If Yes, which years: _____

Has your community been a Finalist before? Yes No If Yes, which years: _____

Has your community been an All-America City before? Yes No If Yes, which years: _____

Contact Information

All-America City Award contact (primary contact person available throughout competition & follow-up):

Name: _____ Title (if any): _____

Organization/Government/Other: _____

Address: _____ City, State, Zip _____

Phone (business/day): _____ Mobile Phone _____

E-mail Address(es): _____

The applying community will receive a complimentary membership (or membership renewal if an AAC application was submitted last year) to the National Civic League for one year. To whom should this membership be directed?

Name _____

Address _____

City, State & Zip Code _____

Phone Number _____ Fax _____

Email _____

We agree to follow NCL's rules regarding use of the All-America City Award logo, a registered trademark of the National Civic League. We allow NCL and the All-America City Award to share this application and the information enclosed in it with the NCL and AAC networks to promote the work of our community. If we are named an All-America City, we agree to conduct a post-AAC conference call or regional forum for the AAC network that features our projects. In a pay-it-forward spirit, if named a finalist or All-America City, we agree to consider supporting AAC through an NCL membership for a minimum of the next three years.

Signature: _____ Date: _____

Name: _____ Title: _____

Community Statistics and Map

Note: Use the most up-to-date statistics possible for your neighborhood, town, city, county, or region (source suggestions: U.S. Census Bureau, State Department of Economic Security, State Department of Finance, Department of Public Health, and local school statistics).

POPULATION (in year 2010 or most recent):

Source/Date:

POPULATION PERCENTAGE CHANGE 2000-2010 (indicate + or -): ____%

Source/Date:

RACIAL/ETHNIC POPULATION BREAKDOWN:

White	_____ %
Hispanic or Latino (of any race)	_____ %
Black or African American	_____ %
Asian	_____ %
American Indian and Alaska Native (AIAN)	_____ %
Mixed Race	_____ %
Other	_____ %

Source/Date:

MEDIAN FAMILY INCOME: \$ _____

Source/Date:

PERCENTAGE OF FAMILIES BELOW POVERTY LEVEL: ____%

Source/Date:

UNEMPLOYMENT RATE: _____%

Source/Date:

POPULATION BREAKDOWN BY AGE GROUP (percentages, if available):

19 years old and under	_____ %
20-24	_____ %
25-44	_____ %
45-64	_____ %
65 and over	_____ %

Source/Date:

PERCENTAGE OF HOME OWNERSHIP: ____%

Source/Date:

WORKFORCE DISTRIBUTION -- Name the three largest employment sectors (include military services and/or installations, if any) in your community and provide the percentage of total employed in each:

_____	_____ %
_____	_____ %
_____	_____ %

Source/Date:

MAP -- Please attach a state map (8.5" x 11") with your community clearly marked

PART I: How equitable are opportunities in your community?

In alignment with our inclusiveness and equity criteria, we ask applicant communities to share the processes they use to help ensure local government (or other application lead) reflects the full diversity of the community. NCL believes a community is stronger and more sustainable when the leadership and decision makers reflect all perspectives in a community. To help move toward a more equitable community, local institutions need to first look at their own operations, policies and practices that could cause barriers to opportunities. By taking an inventory of the demographics, different identities and perspectives in your community and comparing them to leadership positions and economic opportunities, major gaps may be revealed.

We know this is not yet a common practice in local institutions. Do not be discouraged if you cannot provide data on the pieces below. It is our hope that by highlighting this approach in the application we can encourage institutions to consider it going forward, to help highlight gaps and barriers to equitable opportunities. If you do not have any practices, policies or data that assess equity in leadership and economic opportunities, please provide a brief narrative on how you see this being incorporated in future actions.

Based on the demographics you reported above how does the local government or other community institution assess the level of institutional equity in the following areas:

*Please also share any perspectives you are tracking in addition to those listed in the community statistics section to help ensure equity. You may use and edit the attached template to help report any equity data you are tracking. (1,000-word maximum)

- Contracting and Vendors
- City Staff and City Leadership
- Elected Officials
- Resident Boards and Commissions
- Leadership Academies
- Scheduled updates to infrastructure and city services (i.e. parks and recreation areas, road maintenance, public works investments, etc)

PART II: Tell Your Community's Story

Tell us your community's story. Focus on the last ten years of your community's progress and development and describe how that progress has benefited your residents. Utilizing the awards criteria (above), describe how your community addresses its pressing challenges and plans for its future. Provide necessary history and background on your community to set the stage for the rest of the application. (500-word maximum)

PART III: Describe Civic Engagement in your Community

Authentic civic engagement builds a reciprocal relationship between local institutions and residents to identify and solve problems together. In a civically robust community, both local government officials and citizens initiate projects that meet the needs of residents.

For this section describe how your community engages residents to help make decisions and create a stronger place for all people. Some factors to consider when describing your community's approach to community engagement include:

Community Vision and Pride

- 1) Does your community have a shared vision and strong sense about what people want moving forward? If so, what was the process to select your community vision?

Public Participation

- 2) What formal and informal avenues and opportunities do residents from all segments of the community have to help prioritize issues and shape the community moving forward? (This could include city boards, commissions, among many other examples.)

Inclusiveness

- 3) How have groups (or the city) effectively engaged residents beyond “the usual suspects” and included those rare voices in decision-making? What effective strategies have you found for engaging hard to reach groups? How does the community ensure that those most impacted by a given issue are meaningfully and actively engaged in identifying solutions?

Decision Making and Consensus-Building

- 4) How does your community come to consensus on contentious issues to move forward with practical compromises and solutions?

Collaboration

- 5) How do organizations and institutions in the community bring people together across dividing lines to engage with one another on key issues? Have you held All-America Conversations or something similar?

Please use examples to illustrate the answers to these questions and be sure to mention the specific tools and processes you use to engage residents. Note: If your community has conducted an All-America Conversation please include it here. Please refer to the Civic Index materials in the resource section for assistance in filling out this section. (1,000-word maximum)

PART IV: Describe Three Community-Driven Projects

Describe your three best projects that have a compelling community-wide vision and have resulted in significant local impact and action planning within the past five years. Past All-America City Award applicants have highlighted projects focused on: building community-police relations, creating affordable housing, ensuring third grade reading success for at-risk children, providing health care for underserved populations, creating new businesses or revitalized downtowns, promoting sustainability. Simply put, projects can focus on the full array of challenges facing communities.

While not required, NCL strongly encourages communities to identify at least one project that highlights local efforts around engaging residents to build equity. For each of the three projects, be sure to tell us how each of these projects promote civic engagement, collaboration, inclusiveness, innovation and impact.

PROJECT ONE

Provide the project name and describe the challenge being addressed, actions taken and how it innovatively leverages civic engagement, collaboration and inclusiveness to create an equitable impact for your community's residents. Be sure to share the description of its vision and outcomes achieved through this project to date. *(2,000-word maximum)*

Provide name of the primary contact for the project. Name & title, organization, address, telephone, and e-mail address. *(This person may be contacted to verify information.)*

PROJECT TWO

Provide the project name and describe the challenge being addressed, actions taken and how it innovatively leverages civic engagement, collaboration and inclusiveness to create an equitable impact for your community's residents. Be sure to share the description of its vision and outcomes achieved through this project to date. *(2,000-word maximum)*

Provide name of the primary contact for the project. Name & title, organization, address, telephone, and e-mail address. *(This person may be contacted to verify information.)*

PROJECT THREE

Provide the project name and describe the challenge being addressed, actions taken and how it innovatively leverages civic engagement, collaboration and inclusiveness to create an equitable impact for your community's residents. Be sure to share the description of its vision and outcomes achieved through this project to date. *(2,000-word maximum)*

Provide name of the primary contact for the project. Name & title, organization, address, telephone, and e-mail address. *(This person may be contacted to verify information.)*

End of Application. Thank you for submitting your All-America City Award Application!

Need additional guidance? Email aac@ncl.org or go to www.nationalcivicleague.org for announcements of upcoming conference calls for prospective applicants and AAC resources or call NCL at 303-571-4343.

STRATEGIC PLAN



STORY COUNTY, IOWA

FISCAL YEARS 2016—2018

~~REMOVED~~ DENIED
Board Member Initials: *JS*
Meeting Date: *10.10.17*
Follow-up action: _____

ADOPTED

Amended

December 2015
October 2016
October 2017

August 2015

Story County Board of Supervisors
900 6th Street
Nevada, Iowa 50201

www.storycountyiowa.gov

STRATEGIC PLAN

STORY COUNTY, IOWA

FISCAL YEARS 2016—2018

STRATEGIC PLAN

Introduction 1

Challenges 2

Objectives 3

Projects 4

Story County engages in strategic planning to demonstrate our commitment to deliver services that make it the best county in which to live, learn, work and play. This Strategic Plan, adopted by the Story County Board of Supervisors in August 2015, guides us through Fiscal Year 2018 (ending June 30, 2018.) It serves as a roadmap to guide our priorities, strategic directions, and concrete goals and objectives for the Board of Supervisors and County departments.

This Strategic Plan identifies specific programs and policies towards which staff time and resources will be dedicated to achieve their successful implementation. The Plan serves as a communication tool between our citizens and their local government. Reviewed annually, the Plan is edited as needed in response to changing priorities and funding opportunities.

Our strategic planning is guided by the foundational principle that decisions are carried out in a sound budgetary and fiscally-prudent manner. We are committed to high standards of quality service, respectful engagement, and responsible resource management. Every aspect of our strategic plan serves to fulfill these standards. Strategically planning process helps ensure our County's financial stability and ability to continue to provide high quality services and programs.



August 2015

Approved by the Story County Board of Supervisors

STRATEGIC PLAN

STORY COUNTY, IOWA

FISCAL YEARS 2016—2018

STRATEGIC PLAN

Introduction 1

Challenges 2

Objectives 3

Projects 4



This Strategic Plan is intended to guide and strengthen the County's ability to address funding and economic development, workforce, and community needs. The following challenges were identified through our strategic planning process.

Internal Challenges

- ◆ Sustain a competitive wage and benefit package for current and future employees.
- ◆ Implement security and safety measures for administration building, courthouse and all public County buildings.
- ◆ Continue to update computer technology (including Intranet)
- ◆ Continue to make all public data available on the County web site and the Beacon web site.

External Challenges

- ◆ Water Quality - Iowa Nutrient Reduction Strategy, conservation practices on agricultural land, watershed education, and unpermitted septic systems
- ◆ Road funding
- ◆ Pressures in changes in State/Federal funding
- ◆ Recreational opportunity demand
- ◆ Sustainable funding for conservation (IWILL)

By identifying challenges we face—both internal as well as external ones—we can develop projects and initiatives that allow us to focus our energies and resources. These help frame our objectives and carry forth into identified projects.

August 2015

Approved by the Story County Board of Supervisors

STRATEGIC PLAN

STORY COUNTY, IOWA

FISCAL YEARS 2016—2018

STRATEGIC PLAN

Introduction 1

Challenges 2

Objectives 3

Projects 4

Story County will work towards achieving the following objectives:

- ◆ Review Story County's compensation strategies (including leave benefits) and design strategies for the implementation of a merit compensation system in order to successfully retain and attract highly qualified employees.
- ◆ Continue to build on developed watershed management plans and promote watershed education and conservation practices.
- ◆ Fully implement Continuity of Operations/Continuity of Government (COOP/COG), conduct annual training, and apply for grants to purchase needed equipment and conduct regular exercises.
- ◆ Update building security in all County buildings and educate users, to ensure the safety and security of County employees, our visitors, and County facilities, remains a top priority.
- ◆ Review potential implementation of technology solutions that would achieve full fiber redundancy connecting all Story County offices, implement intranet, and define other opportunities to continue to improve our communication strategies.



August 2015

Approved by the Story County Board of Supervisors

STRATEGIC PLAN

STORY COUNTY, IOWA

FISCAL YEARS 2016—2018

Through the strategic planning processes, Story County prioritized projects identified on the following pages. They are categorized into the following main topic areas:

STRATEGIC PLAN

Introduction 1
Challenges 2
Objectives 3

Projects 4



Employee Compensation and Benefits

Following up on the transition from the past practice of flex pay to cash, job classifications and wages may need to be re-evaluated in the interest of keeping and hiring qualified staffing. During this process, we will need to ensure competitive employee wages and benefits are available to staff.

Parks and Trails

Ensure sustainable funding for conservation, parks and recreation, trails, natural resources, and outdoor recreation to sufficiently enact priorities, and continue to monitor developments in the Legislature regarding funding initiatives and proposed policy changes. These steps will assist as the County works with the ISU Research Park on their green space planning and works to create a Comprehensive Conservation and Recreation Plan for the entire County. Additionally, recreational facility infrastructure improvements will be a priority.

Community Resiliency

Evaluate current Story County building security needs and planning, and develop strategic plans to meet future needs and ensure system continuity. Work to encourage communities in Story County to have updated emergency operations plans that are exercised regularly as a safeguard in times of disaster or emergency. Create incentives to encourage citizen and business disaster mitigation and preparedness.

Water Quality

Work with partner agencies to address known water quality improvement needs and assess county-wide water quality on a watershed basis. Address critical water quality issues, such as the County passing regulation requiring septic tanks to be pumped every five years, and monitor regulations at the State and Federal level to ensure the County accounts and plans for any and all regulatory standards regarding water, wastewater, floodplains and stormwater management.

Infrastructure

Continue to build on the 5-year road plan, CIP, and Cornerstone to Capstone efforts and define long-term financing strategies. These plans will help Story County as we plan for and finance roads, bridges, transportation, and related infrastructure mindful of the extreme needs and gaps in funding for these projects and capacities.

Public Safety

Continue protecting the public from new trends of threat and supporting alternatives to treating mental health and/or substance abuse needs so that jails are no longer the de-facto care and treatment facilities.

August 2015

Approved by the Story County Board of Supervisors

PROJECTS

Employee Compensation and Benefits
Community Resiliency
Infrastructure

Parks and Trails
Water Quality
Public Safety



Topic Area: Employee Compensation and Benefits

Following up on the transition from the past practice of flex pay to cash, job classifications and wages may need to be re-evaluated in the interest of keeping and hiring qualified staffing. During this process, we will need to ensure competitive employee wages and benefits are available to staff.

Step #	Action	Contingent Step #	Benchmarks	Start Date	Due Date	Office or Department	Outside Experts Needed	Budget Needed	Budget Explanation
1	Implement compensation strategy for non-bargaining employees that includes steps and merit raises to ensure competitive wages and recognition of performance.	NA	Salary surveys/ comparisons <ul style="list-style-type: none"> Policy presented to Board prior to certification of budget. Implementation of plan by July 1, 2016. 	2015	2016	HR, BOS, SCCB, BOH, AND EMC	Salary survey may be done in house or by consultant.		
2	Recognize long-serving employees through increased vacation accruals for employees with 20 or more years of service (non-bargaining) and employee recognition .	NA	Benefits survey <ul style="list-style-type: none"> Policy presented to Board before June 1, 2017. Implementation of plan by July 1, 2017. 	2016	2017	HR, BOS, SCCB, BOH, AND EMC			UNKNOWN AT THIS TIME
3	Re-evaluate benefits package (specifically health, dental and vision insurance) to ensure Story County is offering a comprehensive benefits package to attract and retain qualified individuals.	NA	ONGOING PRIORITY Benefits survey/ employee survey; look to self-fund short-term disability/dental/health by FY 2019	ONGOING		HR and BOS	Broker		

PROJECTS

Employee Compensation and Benefits
Community Resiliency
Infrastructure

Parks and Trails
Water Quality
Public Safety



Topic Area: **Parks and Trails**

Ensure sustainable funding for conservation, parks and recreation, trails, natural resources, and outdoor recreation to sufficiently enact priorities, and continue to monitor developments in the Legislature regarding funding initiatives and proposed policy changes. These steps will assist as the County works with the ISU Research Park on their green space planning and works to create a Comprehensive Conservation and Recreation Plan for the entire County. Additionally, recreational facility infrastructure improvements will be a priority.

Step #	Action	Contingent Step #	Benchmarks	Start Date	Due Date	Office or Department	Outside Experts Needed	Budget Needed	Budget Explanation
	Complete conservation and recreation plan as part of the C2C Plan.	NA	No	2015	2016	Conservation	Planning consultants	No	
2	Story County Conservation will review and implement the Story County Conservation CIP annually. The Board of Supervisors will include the top priorities in County CIP as funding allows.	NA	No	ONGOING		Conservation	NA	\$200,000 - \$1,000,000	
3	Work with Legislators and partner agencies to achieve sustainable funding.	NA	No	ONGOING		Conservation	WILL Coalition	No	
	Work with ISU, City of Ames, and other partners to develop the ISU Research Park Greenbelt and associated projects.	NA	1. Project Approval in 2015 2. Project Design in 2016-17 3. Construction in 2017-19	2019		Conservation	ISU, Engineering Consultants	\$4,000,000	Phase 3
	Work with U.S. Army Corps of Engineers to acquire Skunk River Greenbelt property.	NA	No	2017		Board of Supervisors Conservation	NA	\$115,000	Disposal charges

PROJECTS

Employee Compensation and Benefits
Community Resiliency
 Infrastructure

Parks and Trails
 Water Quality
 Public Safety



Topic Area: Community Resiliency

Evaluate current Story County building security needs and planning, and develop strategic plans to meet future needs and ensure system continuity. Work to encourage communities in Story County to have updated emergency operations plans that are exercised regularly as a safeguard in times of disaster or emergency. Create incentives to encourage citizen and business disaster mitigation and preparedness.

Step #	Action	Contingent Step #	Benchmarks	Start Date	Due Date	Office or Department	Outside Experts Needed	Budget Needed	Budget Explanation
1	Ensure Story Co can provide critical services through Continuity of Operations Plans (COOP)/Continuity of Government (COG)	NA	<ul style="list-style-type: none"> Conduct training on COOP/COG 		Jun 16 Training complete Jun 17	All Story County departments assist	EMA advises on planning and training possible outside agency to evaluate plan and training	\$10,000 for plan and training review.	Depends on outside agency. State or Federal agencies would be free, consultant would cost.
2	Long Term security planning and prioritization to ensure safe delivery of services.	with COOP/COG	addresses security and that there is an overall security strategy for the County.	2016	as COOP/COG	All Story County departments assist	Technical experts for security systems. Architect for facility design		Unknown until projects identified
3	Explore how to motivate disaster preparedness and mitigation by citizens, businesses, and jurisdictions.	NA	Review of current programs such as floodplain management and ordinances to determine how to incentivize disaster preparedness and mitigation.	2016	2017	BOS	EMA advises on mitigation and preparedness. Other departments advise BOS how they may help within areas they oversee		No funds directly, but will require staff time.
4	Conduct a comprehensive exercise of COOP/COG plans within Story County administration.	Completion of step 1 and 2	<ul style="list-style-type: none"> Start planning and implementation of exercise program in Jan 17 which concludes with a full scale exercise in Sep 18 to coincide with National Preparedness Month. 			BOS	EMA Exercise consultant	At least \$20,000	Consultant fees Overtime Materials

PROJECTS

Employee Compensation and Benefits
Community Resiliency
Infrastructure

Parks and Trails
Water Quality
Public Safety



Topic Area: Water Quality

Work with partner agencies to address known water quality improvement needs and assess county-wide water quality on a watershed basis. Address critical water quality issues, such as the County passing regulation requiring septic tanks to be pumped every five years, and monitor regulations at the State and Federal level to ensure the County accounts and plans for any and all regulatory standards regarding water, wastewater, floodplains and stormwater management.

Step #	Action	Contingent Step #	Benchmarks	Start Date	Due Date	Office or Department	Outside Experts Needed	Budget Needed	Budget Explanation
	Secure funding for Hickory Grove Watershed Management Action Plan.	NA	Completion	2020		Conservation	IDALS, IDNR, engineer consultant	\$2.4 million	Amount identified in the SCCB Strategic Plan
	2 Compile and review water quality data for each watershed in Story County. Review is to include septic, drainage tiles, point and nonpoint source pollution, surface water quality data, farm operations and other historic and scientific documents. Create GIS layers representing spatial data and graphs for numerical data as necessary.	A	Compilation of data and maps	2016	2018	EH, Conservation, Auditor, GIS, P&D, BOS	ISU, IDNR, IDPH, drainage districts, Farm Bureau	UNKNOWN AT THIS TIME	It needs to be determined by whom the work will be completed, whether in-house or through outside assistance such as an intern or consultant.
		B	Action Plan	2016	2019	Board of Supervisors Conservation, EH	IDNR, IOWWA		
3	Develop and implement an education and outreach program for proper septic system maintenance. Promote passage of a new ordinance requiring tank pumping every five years.	NA	<ul style="list-style-type: none"> Written plan that includes outreach events. Draft of the ordinance. 			EH	IDNR, IOWWA		
4	Invest in water quality improvement measures for County-owned lakes and ponds.	NA	ongoing need.			Conservation and EH			

ONGOING PRIORITY

PROJECTS

Employee Compensation and Benefits
Community Resiliency
Infrastructure

Parks and Trails
Water Quality
Public Safety



Topic Area: **Infrastructure**

We will continue to build on the 5-year road plan, CIP, and Cornerstone to Capstone efforts and define long-term financing strategies. These plans will help Story County as we plan for and finance roads, bridges, transportation, and related infrastructure mindful of the extreme needs and gaps in funding for these projects and capacities.

Step #	Action	Contingent Step #	Benchmarks	Start Date	Due Date	Office or Department	Outside Experts Needed	Budget Needed	Budget Explanation
1	Decrease the number of posted and functionally obsolete bridges by 5% each year.	NA	bridges each year	ONGOING		Secondary Roads	NA	Approximately \$1,000,000 per year	Some of this funding will come from FM and Federal BR funds
2	Resurface/reconstruct 1/30th of our paved road system each year	NA	pavement each year	ONGOING		Secondary Roads		approximately \$1,625,000 per year	Mostly funded with FM and STP dollars
3	New rock/gravel on 1/4 of the gravel roads (706 total miles) each year.	NA	Rock 177 miles each year.	ONGOING		Secondary Roads	NA	\$900,000 per year	All local funding but could use FM dollars on FM gravel roads

PROJECTS

Employee Compensation and Benefits
Community Resiliency
Infrastructure

Parks and Trails
Water Quality
Public Safety



Topic Area: **Public Safety**

Continue protecting the public from new trends of threat and supporting alternatives to treating mental health and/or substance abuse needs so that jails are no longer the de-facto care and treatment facilities.

Step #	Action	Contingent Step #	Benchmarks	Start Date	Due Date	Office or Department	Outside Experts Needed	Budget Needed	Budget Explanation
1	Awareness and education-strategize with ISU media and film programs.	NA	Increased use of technology (videos) to help with awareness of the various functions of the SCSO.		TBD	BOS and SCSO	NA		UNKNOWN AT THIS TIME
2	Legislative leadership and support with mental health and/or substance abuse needs impacting county jails.	NA	Invite local legislators to tour the SCSO.		Prior to the legislative session	BOS and SCSO	NA	NA	NA
3	Appropriately trained and equipped public safety agencies*	NA							ONGOING PRIORITY This is a continuous and ongoing need.
4	Cooperation among all public safety agencies.	NA							ONGOING PRIORITY This is a continuous and ongoing need.
5	Study the development of a drop-off/observation center for mental health needs.	NA	Provide services that better meet the needs of individuals and reduce demand on law enforcement resources.	2015	2018	BOS, SCSO, and Region	NA		UNKNOWN AT THIS TIME
6	Planning for replacement of radio system.	NA							To be discussed during FY17 Budget Worksession BOS and SCSO Multi-million dollar purchase. Need to plan for upgrading radios and radio system changes for interoperability and P25 compliance.

*Public safety in this document refers to law enforcement, fire and EMS.



STRATEGIC PLAN

STORY COUNTY, IOWA

FISCAL YEARS 2016—2018

Board of Supervisors



Rick Sanders

Lauris Olson

Marty Chitty

We are committed to supporting our strategic plan. It defines our priorities for the future of Story County and increases our accountability, transparency and performance.

We will continually track our progress towards the goals and projects identified in this strategic plan and update and revise as necessary.

Story County Board of Supervisors



August 2015

Approved by the Story County Board of Supervisors



Story County Planning and Development
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294
www.storycountyiaowa.gov

~~APPROVED~~ DENIED
Board Member Initials: RS
Meeting Date: 10-10-17
Follow-up action: Re to P+Z

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Jerry L. Moore, Planning and Development Director
RE: Initiating Rezoning Application Submittal – Raymond E. Robinson, 19516 Winchester Avenue and property to the south
DATE: October 5, 2017

Mr. Robinson sent a letter to the Board of Supervisors received on October 2, 2017 expressing his dissatisfaction in the current zoning of his property located at 19516 Winchester Avenue and also his adjacent property to the south. He stated that when he acquired the property it was commercially zoned. The property is currently zoned R-1 Transitional Residential District. He said he thinks the zoning changed in 2004 or 2005 without him knowing about it. He is requesting the Board of Supervisors to rezone the property back to commercial (CLI-Commercial/Light Industrial District). The reason for his request is he would like to remove the existing building located on the property and construct a new building to use as a welding shop and equipment storage.

Rick asked me to contact Ethan Anderson, County Attorney’s Office to inquire if the Board Chair or Board of Supervisors could initiate the process to consider changing Mr. Robinson’s zoning of his property. Ethan confirmed under Story County Land Development Regulation Chapter 92.05 the Board of Supervisors on its own action after receiving a recommendation from the Planning and Zoning Commission can amend, supplement or change the district boundaries defined on the Official Zoning Map by a majority vote of the Board of Supervisors. This provision also permits the Planning and Zoning Commission, the property owner, or the property owner’s agent to request the County to review a change in zoning.

This direction is consistent with the information communicated to Mr. Robinson at a Conceptual Review meeting held on August 3, 2017 with other County department representatives to discuss his plans to construct the building. Mr. Robinson was informed about the process to submit a rezoning petition to request a change of the zoning of his property. Based on our department’s research, Ordinance 62, recorded May 20, 1997 changed the zoning of property in Fernald from C-Commercial to R-1 Residential District, however it specifically excluded Mr. Robinson’s property. A zoning map appears to designate Mr. Robinson’s property as Commercial with a last revision date of 2002. Mapping found after this date identifies the zoning of Mr. Robinson’s property as R-1 Transitional Residential District. No records have been found that indicate whether the change of zoning to Mr. Robinson’s property to R-1 Transitional Residential was a mapping error or purposely changed.

To proceed, the Board of Supervisors may support a motion requesting the Planning and Development Staff to place the rezoning request changing Mr. Robinson’s property from R-1 Transitional Residential District to CLI-Commercial Light Industrial District on the Story County Planning and Zoning Commission’s November 1, 2017 meeting agenda. The item would tentatively be addressed by the Story County Board of Supervisors at the November 14, 2017 meeting.



PLEASE RECYCLE

Raymond E Robinson
65573 Oak St
Nevada, IA. 50201

Story County Board of Supervisors
900 6th St.
Nevada, IA. 50201

RECEIVED

OCT 02 2017

**STORY COUNTY
BOARD OF SUPERVISORS**

Dear Sirs:

This letter is in regard to the change in zoning of my business property in Fernald RR Metal Works Inc. 19516 Winchester Ave. Nevada IA. 50201
I was very careful to make sure before I bought the old building that it was zoned Commercial. Then when I built the new building I jumped through the hoops to get it zoned commercial.
Several weeks ago I was informed that my zoning had been changed to residential. This had happened in either 2004 or 2006 without me ever being contacted.
Then I attended a meeting at court house trying to get it back to commercial.
Got nowhere, and was told the next step was to go to meeting with Supervisors.
At the time,(being somewhat intimidated by the number of people in that meeting who live off my tax money all working against me instead of for me) I chose not to set up meeting with supervisors.

The longer and more I think about this the madder I get! I should not have to attend any meeting to get back something that should not have been changed in the first place!

Please take care of this for me. If I have to attend a meeting, let me know when!

An Unhappy Tax Payer
Raymond E Robinson



Story County Planning and Development

900 6th Street, Nevada, Iowa 50201
 (515) 382-7245 — pzwebb@storycountyiaowa.gov — www.storycountyiaowa.gov

TEXT, ZONING, AND C2C PLAN

Rick's
 Signature
 (Information)

1. Property Owner*

(Last Name) Robinson
 (First Name) Raymond E.
 (Address) 65573 Oak St.
 (City) Nevada (State) IA (zip) 50201
 (Phone) (515) 382-5564 (Email) rrmeta@works@gmail.com

2. Applicant (if different than owner)

(Last Name) _____
 (First Name) _____
 (Address) _____
 (City) _____ (State) _____ (zip) _____
 (Phone) _____ (Email) _____

3. Property Address

19516 Winchester Ave & parcel to the south

Parcel ID Number(s)

07-22-414-105
07-22-414-145

4. Certification and Signature

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

Property Owner Signature _____

Date _____

Applicant Signature _____

Choi Bos

Date 10-10-17

Code of Ordinances (Text)

Amended Section(s): _____

Submittal Requirements:

- Attend conceptual review meeting**
- Filing Fee (required prior to processing): \$325
- Proposed text language showing red-lines & strikeouts of the proposed changes
- Written narrative explaining justification for proposed amendment and conformance to the standards for approval outlined in Section 92.07 of the Story County Code of Ordinances

Official Zoning Map (Rezoning)***

Current District: R-1 Transitional Residential

Proposed District: C-1-Commercial/Light Industrial

Submittal Requirements:

- Attend conceptual review meeting**
- Filing Fee (required prior to processing): \$350
- Legal description of area to be amended (submit as Word document)
- Written narrative explaining justification for proposed amendment and response to the standards for approval outlined in Section 92.06(2) of the Story County Code of Ordinances
- All submittal requirements as outlined in Section 92.06(3) of the Story County Code of Ordinances

Cornerstone to Capstone Plan***

Current Designation: _____

Proposed Designation: _____

Submittal Requirements:

- Attend conceptual review meeting**
- Filing Fee (required prior to processing): \$350
- Legal description of area to be amended (submit as Word document)
- Written narrative explaining existing and proposed plan designations, as well as justification for amendment

**Prior to submittal of a Text, Zoning, or C2C Plan Amendment application, see conceptual review application and deadline on Planning and Development website.
 ***If applying for Zoning and C2C Plan Amendments, only 1 filing fee is required.

Receipt No. _____
 Receipt Amount _____



Secondary Road Department
Darren R. Moon, P.E. County Engineer

Road Department
Quarterly Board Report
10-10-2017

Maintenance Work Update:

Bridge repairs by contractor and Story County crews
Manatts paving - Cameron School Rd turn lane and N. Dakota overlay completed
Ditch cleaning, gravel road regrades. Accomplished a lot this year with dry weather
Rock hauling with own crews done south of Ames, now rocking spots throughout county
Sweeping bike path on R38

Construction Project Updates:

Seven projects this summer:

E-18 Zearing east – HMA Overlay	Completed late Aug. .
R77 Roland north – HMA Overlay	Completed late Aug. .
Grant Ave. PCC Pave and Bike Trail	Completed – open this week.
600 th Ave. PCC Pave	Completed early Aug.
Milford 22, 590 th Bridge Replacement	Completed mid Sept.
New Albany 21, 250 th St. Bridge Replacement	Completed late Aug.
W 190 th Bridge Replacement	Nearly Completed - guardrail

Construction Project Design:

Final plans on University Ave. paving due to DOT next week, acquiring r.o.w.
Working on plans for E63 Collins HMA overlay and four bridge replacements for 2018
Sand Hill Trail bridge design, floodplain issue with DNR resolved, 80' long slab bridge

Budget Amendment: \$3,337,000 added to FY18, will amend County and DOT budgets .
\$2,112,000 for construction carry over .
\$950,000 for new buildings and \$35,000 for architect .
\$240,000 for tandem truck that was delivered after July 1st .

New Shed Construction: Bid opening scheduled for October 31st for buildings in Kelley and Roland. Will need to relocate staff and equipment from Roland shed when construction starts. Kelley annexation public hearing tonight.

Iowa DOT project updates:

Flyover I-35/30 bridge construction underway.
265th St. bridge replacement over I-35 continues so 265th remains closed.

Bridge Closure Issues:

248th Bridge – sign vandalism
W 190th Bridge

Sign Inspections:

Night inspections starting soon. Converting sign inventory software. 9000 signs.
911 street sign issues

Road Maintenance Agreements:

Ames – Council approved 28E winter maintenance agreement - will be on board agenda for review/approval soon.

Nevada – no agreement in place, will follow jurisdictional lines.

Federal Aid Swap with DOT: DOT plan details by the end of October. Possible impact on 560th Ave. paving if not able to spend funds on local routes. RPA discussions are ongoing.

Drainage District Issues:

DD#20, getting railroad permit to jet under RR south of Fernald
580th Ave. tile and silt issues

New hires: Dennis Pratt – Mechanic/Truck Driver ✓
Engineering Technician position open, no applicants ✓
Operator I position open •
Tile crew future – consider district watchman services