

The Board of Supervisors met on 11/14/17 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). Sanders stated before claims are considered, the Engineer will provide an update on the closure of a bridge on 11/13/17.

PROCLAMATION DECLARING THE WEEK OF NOVEMBER 19TH, 2017 AS “NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK” – Karla Webb, Community Services Director, reported on the proclamation and related events. Kathy Johnson, Services Coordinator, provided additional detail. Brett McLain, Veterans Affairs Director, stated there are 39,455 homeless veterans nationwide. Webb and Sanders read the Proclamation. Olson moved, Chitty seconded the approval of the Proclamation Declaring the Week of November 19th, 2017 as “National Hunger and Homelessness Awareness Week” with the change that the proclamation reads “We the Board of Supervisors”. Motion carried unanimously (MCU) on a roll call vote.

RESOLUTION #18-60, APPROPRIATION AMENDMENT – Lisa Markley, Assistant Auditor, stated the purpose of the resolution is to appropriate budgeted dollars; all elected officials’ offices, Engineer, and Integrated Roadside Vegetation Management (IRVM) are appropriated at 100%, and remaining departments are appropriated at 95%. Chitty moved, Olson seconded the approval of Resolution #18-60, Appropriation Amendment as presented. Roll call vote. (MCU)

BRIDGE CLOSURE UPDATE – Darren Moon, Engineer, reported a bridge on 280th Street was closed on Monday due to agricultural traffic overload. Moon provided details about the problems as well as the bridge’s 2017 inspection and maintenance report and site maps. After he has discussions with the City of Ames and a consultant, Moon will return to the Board with cost estimates and additional information.

CLAIMS: 11/16/17 Claims of \$476,577.88 (run date 11/9/17, 31 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from BooST School Ready Service (\$23,387.33), BooST Early Childhood (\$3,004.79), Central Iowa Drug Task Force (CIDTF) (\$1,501.63), Emergency Management (\$633.74), E911 Surcharge (\$461.46), County Assessor (\$2,975.33), and Ames City Assessor (\$24,040.84). Olson moved, Chitty seconded approval of claims as presented. Roll call vote. (MCU)

MINUTES: 10/31/17 and 11/7/17 Minutes – Chitty moved, Olson seconded approval of the Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment effective 11/26/17 in a) Community Services for Melanie Worley @ \$17.48/hr; b) Secondary Roads for Andrew Naumann @ \$2,741.12/bw; Kyle Springer @ \$29.18/hr; c) Sheriff's Office for Michael Kennedy @ \$2,227.22/bw; Natosha Scheuerman @ \$2,205.62/bw; d) Treasurer's Office for Cathy Naumann @ \$16.71/hr. Chitty moved, Olson seconded the approval of personnel actions as presented. Roll call vote. (MCU) Olson moved, Chitty seconded the approval of Consent Agenda as presented with the removal of items #2 and #3 for individual consideration.

1. Annual Story County Urban Renewal Report for FY17 and Tax Increment Financing (TIF) Indebtedness Certification
4. Final Pay Voucher for Peterson Contractors, Inc., for \$3,518.80 - Project # L-M22--73-85
5. Quarterly Report – Treasurer
6. Final Plans for Bridge Replacement - CCS on Sand Hill Trail over stream, Section 20, Grant Township (20-83-23) (Project No. BROS-CO85(144)--8J-85)

Roll call vote. (MCU)

2. Service Agreement between DAR PRO Solutions (DPS) and Story County for the removal of used cooking oil from the Justice Center, effective upon signature for an initial term of 36 months – Olson questioned a portion of the agreement. Ethan Anderson, Civil Attorney, provided an opinion. Discussion took place. Olson moved, Chitty seconded the approval of Service Agreement between DPS and Story County with the addition to Section 9 of the document of “unless required by law or a court of competent jurisdiction.” Roll call vote. (MCU)
3. Service Agreement between Kappa Delta and Story County for two deputies for three hours on 11/3/17 for \$65.00 per hour for each deputy – Olson questioned approving an agreement for services already rendered. Barry Thomas, Captain, reported on the particular situation. Ethan Anderson, Civil Attorney reported on Attorney General opinions regarding the actions of elected officials. Olson moved, Chitty seconded the approval of the Service Agreement between Kappa Delta and Story County. Roll call vote. (MCU)

FIRST CONSIDERATION OF ORDINANCE NO. 267, AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY, IOWA, AND FOR RESOLUTION #18-58, CORNERSTONE TO CAPSTONE (C2C) FUTURE LAND USE MAP AMENDMENT – Amelia Schoeneman, County Planner, provided detail and history. Action was initiated by the current property owner to correct an error in zoning. The Planning and Zoning (P&Z) Commission recommends approval under alternative #1. Discussion took place. Sanders opened the public hearing at 10:48 a.m., and, hearing none, he closed the public hearing at 10:48 a.m. Sanders clarified in this situation waiving the second and third readings is appropriate. Chitty moved, Olson seconded the First Consideration of Ordinance No. 267, Amending Certain Boundaries of the Official Zoning Map of Story County, Iowa and for Resolution #18-58, C2C Future Land Use Map Amendment as presented and to Waive Second and Third Considerations. Roll call vote. (MCU)

RESOLUTION #18-50, TO ENTER INTO A SALE AGREEMENT FOR THE PURCHASE OF COUNTY PROPERTY, CERTAIN REAL PROPERTY IN ZEARING, IOWA, FOR \$18,883.00, AND AUTHORIZE THE SIGNATURE UPON THE SALE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTATION TO EFFECTUATE THE PURCHASE BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS – Ethan Anderson, Civil Attorney, provided background information. The property is for a bike trail. Mike Cox, Conservation Director, reported on grant funding to finish the bike trail. He thanked the Attorney’s Office, and recommends approval. Sanders opened the public hearing at 10:54 a.m., and, hearing none, he closed the public hearing at 10:54 a.m. Olson moved, Chitty seconded Resolution #18-50, to Enter into a Sale Agreement for the Purchase of County Property, Certain Real Property in Zearing, Iowa, for \$18,883.00 and Authorize the Signature Upon the Sale Agreement and All Other Necessary Documentation to effectuate the Purchase by the Chairman of the Board of Supervisors. Roll call vote. (MCU)

AWARDING LOWEST BID FOR STORY COUNTY SECONDARY ROADS BUILDING IMPROVEMENTS TO JENSEN BUILDERS LTD FOR \$1,033,400.00 – Darren Moon, Engineer, reported on the review of submitted bids. Moon recommends awarding to Jensen Builders, Ltd, as the lowest bid. Chitty moved, Olson seconded the approval of Awarding Lowest Bid for Story County Secondary Roads Building Improvements to Jensen Builders, Ltd., for \$1,033,400.00. Roll call vote. (MCU)

CONTRACT WITH JENSEN BUILDERS, LTD. FOR \$1,033,400.00 FOR SECONDARY ROADS BUILDING IMPROVEMENTS – Darren Moon, Engineer, requested approval of contract for Jensen Builders, Ltd. Olson moved, Chitty seconded the approval of the Contract with Jensen Builders, Ltd for \$1,033,400.00 for Secondary Roads Building Improvements. Roll call vote. (MCU)

RESOLUTION #18-62, SCHNUR FARMS SUBDIVISION, SECOND ADDITION – Emily Zandt, County Planner, reported on the property location, owners, current use, zoning, surrounding land use, and site maps. The division is not intended for development. Chitty moved, Olson seconded the approval of Resolution #18-62, Schnur Farms Subdivision, Second Addition as presented. Roll call vote. (MCU)

REQUEST FOR PROPOSALS (RFPs) FOR ARCHITECTURAL/ENGINEERING SERVICES FOR BUILDING IMPROVEMENTS ASSOCIATED WITH LOCATION OF THE CRISIS STABILIZATION - TRANSITIONAL LIVING CENTER PROGRAM – Deb Schildroth, External Operations and County Services Director, provided an overview and details. Discussion took place. Chitty moved, Olson seconded the approval of the Request for Proposals for Architectural/Engineering Services for Building Improvements Associated with location of the Crisis Stabilization - Transitional Living Center Program. Roll call vote. (MCU)

RESOLUTION #18-61, FRIEDRICH LAND DEVELOPMENT, R. FRIEDRICH AND SONS INC., AND CITY OF AMES, AMES URBAN FRINGE PLAN (AUFPP) MAP AMENDMENT – Jerry Moore, Planning & Development Director, provided detail on the request for an AUFPP map amendment. The property is 100 acres in Franklin Township located south of Cameron School Road and west of George Washington Carver Avenue. Plans include a natural area as well as both residential and commercial development. Property owner, Friedrich, will propose to be annexed into the City of Ames. Adjacent properties are also included. Amendments to the AUFPP require approval from the cities of Ames and Gilbert as well as Story County. The P&Z Commission (4-3 vote) recommends approval with conditions. Public comments were received about the need for both a traffic study and affordable housing. Moore reported on traffic, future housing, and response time of the fire service. Discussion took place. Kurt Friedrich, property owner, provided details about his discussions with the City of Ames.

Sanders called for a five-minute recess at 12:10 p.m. as audio recording was at capacity. Sanders reconvened the Board at 12:20 p.m.

Charlie Kuester, Planner, City of Ames, reported on publication problems; the City of Ames will consider the request at its meeting on 11/28/17. He spoke about annexation issues. Discussion took place. Doug Moore, Franklin Township Trustee, stated concerns about traffic, fire protection, and communication. Further discussion took place. Jon Popp, Mayor, City of Gilbert, reported on concerns. Chitty asked if Gilbert planned to annex the property. Popp stated not at this time. Further discussion took place. Teri Gallahan, Gilbert, questioned which properties were included and excluded. Kuester provided detail. Tom Hackett, Franklin Township Trustee, stated concerns about funding. Olson moved, Chitty seconded the approval of Resolution #18-61, Friedrich Land Development, R. Friedrich and Sons Inc., and City of Ames, Ames Urban Fringe Plan Map Amendment with conditions as recommended by P&Z Commission that traffic on Cameron School Road and George Washington Carver be studied and determined at the time of subdivision submittal including the AUFPP Map amendment requested by the City of Ames that includes Borgmeyer Trust, The Irons, Ames Golf and Country Club, the five residential parcels, retention basin and the railroad right-of-way. Roll call vote. (MCU)

ANNUAL REVIEW OF THE CORNERSTONE TO CAPSTONE (C2C) COMPREHENSIVE PLAN – Sanders asked for the review to be moved to the Board meeting on 11/28/17.

UPDATE ON WEBSITE REFRESH – Leanne Harter, County Outreach and Special Projects Manager, reported on timeframe. The updated County website will resemble those of Cody, WY and McKinney, TX. She reviewed the changes. Sanders requested a static mockup of the updated website for the Board's review. Harter stated a design presentation will be given on 12/13/17; she has concerns about the color palette. Olson agreed with Sanders' statement regarding a mockup and stated the Board needs time to visually review the website before agreeing to any proposed design.

Chitty moved, Olson seconded to adjourn at 1:37 p.m. Roll call vote. (MCU)

Rick Sanders
Board of Supervisors

Lucinda J. Martin
Auditor

Story County
Board of Supervisors Meeting
Agenda
11/14/17

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. Consideration Of Proclamation Declaring The Week Of November 19th, 2017 As "National Hunger And Homelessness Awareness Week" - Karla Webb, Kathy Johnson, Brett McLain

Department Submitting Community Services

Documents:

PROCLAMATION.PDF

5. Consideration Of Resolution 18-60, Appropriation Amendment - Lisa Markley

Department Submitting Auditor

Documents:

RES 1860.PDF

6. CONSIDERATION OF CLAIMS:

- I. 11/16/17 Claims

Department Submitting Auditor

Documents:

CLAIMS 111617.PDF

7. CONSIDERATION OF MINUTES:

- I. 10/31/17 & 11/7/17 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

1)pay adjustment effective 11/26/17 in a)Community Services for Melanie Worley @ \$17.48/hr; b)Secondary Roads for Andrew Naumann @ \$2,741.12/bw; Kyle Springer @ \$29.18/hr; c)Sheriff's Office for Michael Kennedy @ \$2,227.22/bw; Natosha Scheuerman @ \$2,205.62/bw; d)Treasurer's Office for Cathy Naumann @ \$16.71/hr

Department Submitting HR

9. 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 The Annual Story County Urban Renewal Report For Fiscal Year 2016-2017 And TIF Indebtedness Certification

Department Submitting Auditor

Documents:

ANNUAL UR REPORT FY 16 17.PDF
COUNTYTIFINDEBTEDNESS.PDF

II. Consideration Of Service Agreement Between DAR PRO Solutions And Story County For The Removal Of Used Cooking Oil Effective Upon Signature For An Initial Term Of 36 Months

Department Submitting Sheriff

Documents:

DAR PRO.PDF

III. Consideration Of Service Agreement Between Kappa Delta And Story County For 11/3/2017 For \$65/Hr Each For Two Deputies For 3 Hours

Department Submitting Sheriff

Documents:

KAPPA DELTA SERVICE AGREEMENT.PDF

IV. Consideration Of Final Pay Voucher For Peterson Contractors Inc., For \$3,518.80 - Project # L-M22--73-85

Department Submitting Engineer

Documents:

FPV PETERSON 590TH.PDF

V. Consideration Of Quarterly Report - Treasurer

Department Submitting Auditor

Documents:

QUARTERLY REPORT.PDF

VI. Consideration Of Final Plans For Bridge Replacement - CCS On Sand Hill Trail Over

Stream, Section 20, Grant Township (Project No. BROS-CO85(144)--8J-85)

Department Submitting Engineer

Documents:

SAND HILL TRAIL FINAL PLANS.PDF

10. PUBLIC HEARING ITEMS:

- I. First Consideration Of Ordinance #267, Amending Certain Boundaries Of The Official Zoning Map Of Story County, Iowa, And For Resolution #18-58, C2C Future Land Use Map Amendment – Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
APPLICATION.PDF
MAPS.PDF
ORDINANCE NO 267 ROBINSON REZONING.PDF
RESOLUTION 18 58 C2C FUTURE LAND USE MAP AMENDMENT.PDF

- II. Consideration Of Resolution #18-50, To Enter Into A Sale Agreement For The Purchase Of County Property, Certain Real Property In Zearing, Iowa, For \$18,883.00, And Authorize The Signature Upon The Sale Agreement And All Other Necessary Documentation To Effectuate The Purchase By The Chairman Of The Board Of Supervisors - Ethan Anderson And Mike Cox

Department Submitting Board of Supervisors

Documents:

ZEARING SALE AGREEMENT RESOLUTION.PDF
AGREEMENT FROM UP.PDF

11. ADDITIONAL ITEMS:

- I. Consideration Of Awarding Lowest Bid For Story County Secondary Roads Building Improvements To Jensen Builders LTD. For \$1,033,400.00 - Darren Moon

Department Submitting Engineer

Documents:

LOWEST BID AWARD SHEDS.PDF

- II. Consideration Of Contract With Jensen Builders, Ltd. For \$1,033,400.00 For Secondary Roads Building Improvements - Darren Moon

Department Submitting Engineer

Documents:

JENSEN BOND.PDF
JENSEN AGREEMENT.PDF
JENSEN AGREEMENT A201.PDF

III. Discussion And Consideration Of Resolution #18-62, Schnur Farms Subdivision,
Second Addition - Emily Zandt

Department Submitting Planning and Development

Documents:

SUB 19 17 STAFF REPORT.PDF
FINAL SCHNUR AG SUBDIVISION PLAT.PDF
RES 18 62 SUB1917 SCHNUR FARMS SECOND ADDITION.PDF

IV. Discussion And Consideration On The Request For Proposals For
Architectural/Engineering Services For Building Improvements Associated With Location
Of The Crisis Stabilization - Transitional Living Center Program - Deb Schildroth

Department Submitting Board of Supervisors

Documents:

DRAFT CRISIS STABILIZATION TRANSITIONAL LIVING CENTER RFP.PDF

V. Discussion And Consideration Of Resolution #18-61, Friedrich Land Development, R.
Friedrich And Sons Inc., And City Of Ames, Ames Urban Fringe Plan Map Amendment
- Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF MEMO FRIEDRICH.PDF
NORTH GAP GROWTH.PDF
RESOLUTION 18 61 FRIEDRICH.PDF

12. AGENCY REPORTS:

13. DEPARTMENTAL REPORTS:

14. OTHER REPORTS:

I. Annual Review Of The Cornerstone To Capstone (C2C) Comprehensive Plan - Leanne
Harter

Department Submitting Board of Supervisors

Documents:

FOLLOW UP MEMO TO BOS PZC AND SCCB.PDF
PZC SCCB PACKET OCTOBER2017REVIEW.PDF
2017ANNUALREVIEWPRESENTATION.PDF

II. Update On Website Refresh - Leanne Harter

Department Submitting Board of Supervisors

15. 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.

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

17. 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 , Iowa Proclamation

“NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK”

WHEREAS, for the past twenty plus years, the National Coalition for the Homeless and the National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness Week; and,

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless, including the shortage of affordable housing in Story County for very low-income residents; and to encourage support for homeless assistance service providers, as well as community service opportunities, for students and school service organizations; and,

WHEREAS, there are many organizations committed to sheltering and providing supportive services, as well as meals and food supplies to the homeless, which include: Assault Care Center Extending Shelter & Support (ACCESS), Ames Community School District, Emergency Residence Project, Food At First, Good Neighbor, Mid-Iowa Community Action Agency (MICA), Story County Community Services, The Hunger Collaboration, The Salvation Army, Veterans Affairs, Youth and Shelter Services (YSS).

WHEREAS, the focus of National Hunger and Homelessness Awareness Week 2017 is “Resolve to Fight Poverty”; and,

WHEREAS, Story County recognizes that hunger and homelessness continues to be a serious problem for many individuals and families in Story County; and,

WHEREAS, the intent of National Hunger and Homelessness Awareness Week is consistent with the commitment and dedication of the members of the Story County Housing Coordinating Board to educate the community and to provide the needed services and support to citizens who suffer from Hunger and/or Homelessness circumstances.

THEREFORE, ^{we the} ~~I, Rick Sanders, Chair~~ of Story County Board of Supervisors, do hereby proclaim November 11-19, 2017, as “NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK”. On behalf of our community, ~~I~~ ^{we} encourage all citizens to recognize that many people do not have housing and need support from citizens and private/public nonprofit service entities.

Signed this 14th day of November, 2017.



Rick Sanders, Chair, Story County Board of Supervisors

RESOLUTION NO. 18-60
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

WHEREAS, Resolution No. 18-42 dated October 10, 2017 amended appropriations by department for Fiscal Year 2018, and

WHEREAS, Resolution No. 18-53 dated November 7, 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> |
|---------------------------|------------------|---------------------------|-----------------|
| 01 – Board of Supervisors | 450,383 | 02 – Auditor | 502,686 |
| 03 – Treasurer | 417,422 | 04 – Attorney | 1,244,300 |
| 05 – Sheriff | 4,292,393 | 07 – Recorder | 204,385 |
| 08 – Animal Control | 216,727 | 20 – Engineer | 2,948,450 |
| 21 – Veteran’s Affairs | 46,787 | 22 – Conservation Bd | 1,423,034 |
| 23 – Environmental Hlth | 131,364 | 24 – IRVM | 109,965 |
| 25 – Community Serv | 137,102 | 26 – Community Life | 38,093 |
| 50 – Human Serv Center | 161,552 | 51 – Fac Mngmt | 289,328 |
| 52 – Info Technology | 466,567 | 53 – Plan & Development | 119,868 |
| 54 – Justice Center Fac | 335,684 | 59 – DHS | 27,675 |
| 61 – Juvenile Court Serv | 173,723 | | |

Motion by: Chitty Seconded by: Olson

Voting Aye: Chitty, Olson, Sanders

Voting Nay: None

Abstaining: None

Absent: None

The above resolution was adopted by the Board of Supervisors of Story County, Iowa, on the 14th day of November, 2017 and the Auditor is directed to correct her books accordingly.



Chairperson, Board of Supervisors



Attest: County Auditor

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area**

County: Story

Urban Renewal Area Name: Story County Urban Renewal Area

Urban Renewal Area Number: 85022 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the County named above the County has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 1,773,350

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'COUNTY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the County. However, for any fiscal year a County may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'COUNTY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A County reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'COUNTY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Story County Board of Supervisors adopted an Economic Development Process & Polices procedure on 10/12/2012
(amended on 4/30/2013, 5/27/14 and 5/17/16) with respect to TIF tax revenue requests for funding economic
development projects throughout the county. This policy is very specific as to eligibility, and the Annual Story County
Economic Development funding "grant" will be approved by the Board of Supervisors and certified each year to the
Story County Auditor by December 1st.

Dated this 14 day of November, 2017



Signature of Authorized Official

515-382-7200

Telephone

**INSTRUCTIONS FOR COMPLETING THE COUNTY TIF INDEBTEDNESS CERTIFICATION FORMS
USING MICROSOFT EXCEL**

Create a separate Excel workbook file for each Urban Renewal Area in your County naming the individual files using the Area Name and County-assigned Area Number.

FORM 1 - USED AS THE COVER SHEET FOR URBAN RENEWAL AREA INDEBTEDNESS CERTIFICATIONS

Enter the County, Urban Renewal Area Name, and County-assigned Urban Renewal Number on Form 1 which passes this information to all of the Forms 1.1. Use the Urban Renewal Names and Numbers assigned by the County Auditor.

Indebtedness amounts must be individually entered on Forms 1.1 where they are then carried forward and totaled onto Form 1.

FORM 1.1 - USED FOR ENTERING TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED

List the individual TIF indebtedness obligations not previously certified to the County Auditor. Start entering data on Page 1 of Form 1.1 and move to subsequent pages if necessary.

List the type of indebtedness such as Rebate Agreement, Internal Loan, G.O. Bond, or TIF Revenue Bond.

For Rebate Agreements provide details such as % of TIF dollars going to the developer, maximum dollar amounts, time limits, etc. Where the county will be segregating the rebate property into separate TIF Base and Increment taxing districts, list the five-digit county-assigned TIF Increment taxing district number, if known. Error on the side of providing too much detail as opposed to not enough. Attach supporting documentation, such as development agreements, to aid the County Auditor in administering your request.

If indebtedness is legally structured to be subject to annual appropriation list only the amount that the County has obligated to pay next fiscal year.

**FORM 2 - USED ONLY FOR INDIVIDUAL FISCAL YEARS WHERE ALL OF THE LEGALLY AVAILABLE
TIF INCREMENT TAX IS NOT WANTED**

File Form 2 with the County Auditor by December 1, prior to any fiscal year, ONLY when for that upcoming fiscal year less than the legally available TIF Increment tax is requested.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment from the remainder of the taxing districts in the Area.

**FORM 3 - USED ONLY WHEN INDEBTEDNESS HAS BEEN REDUCED BY ANY REASON OTHER THAN
APPLICATION OF TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER**

File this form with the County Auditor ONLY when TIF indebtedness has been reduced by reason other than application of TIF increment tax received from the County Treasurer. Reasons could include receipt of PPEL funds from a school district for the purposes of paying down TIF bonds issued before July 1, 2001; reducing previously certified indebtedness, that for any reason, is later determined to be in excess of what is required; and for de-certifying balances which are refinanced.

If balances are refinanced, you will file both a Form 3 (to decertify the outstanding balance) and a Form 1 to certify the newly refinanced amount.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you may have multiple indebtedness certifications in the Urban Renewal Area and the County Auditor will need to know which particular indebtedness certification to reduce.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

County: Story

Urban Renewal Area Name: Story County Urban Renewal Area

Urban Renewal Area Number: 85022 (Use five-digit Area Number Assigned by the County Auditor)

| Individual TIF Indebtedness Type/Description/Details: | Date Approved*: | Total Amount: |
|--|-----------------|---------------|
| 1. Economic Development Grant to fund 4 projects approved by the Board of Supervisors: \$45,000 Utility Relocation for City of Cambridge; \$58,100 for Main Street paving and Utility for City of Gilbert; \$94,500 for Main Str. Revitalization for City of Slater; \$75,750 for signage, benches, bike racks & Lighting for City of Story City | 8/22/2017 | 273,350 |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |
| 2. Economic Development funding approved by Board of Supervisors on 9/12/2017 with adoption of Res 18-31 financing Tedesco Environmental Learning Corridor - Phase 2 for \$1,500,000. TIF Revenue Bond | 9/12/2017 | 1,500,000 |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |
| 3. _____ _____ _____ _____ | | |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |
| 4. _____ _____ _____ _____ | | |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |
| 5. _____ _____ _____ _____ | | |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 1,773,350

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

County: Story

Urban Renewal Area Name: Story County Urban Renewal Area

Urban Renewal Area Number: 85022 (Use five-digit Area Number Assigned by the County Auditor)

| Individual TIF Indebtedness Type/Description/Details: | Date Approved*: | Total Amount: |
|--|-----------------|---------------|
| 6. _____ _____ _____ | _____ | _____ |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |
| 7. _____ _____ _____ | _____ | _____ |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |
| 8. _____ _____ _____ | _____ | _____ |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |
| 9. _____ _____ _____ | _____ | _____ |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |
| 10. _____ _____ _____ | _____ | _____ |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

Total For City TIF Form 1.1 Page 2: 0

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

County: Story

Urban Renewal Area Name: Story County Urban Renewal Area

Urban Renewal Area Number: 85022 (Use five-digit Area Number Assigned by the County Auditor)

| Individual TIF Indebtedness Type/Description/Details: | Date Approved*: | Total Amount: |
|--|-----------------|---------------|
| 11. _____ _____ _____ | _____ | _____ |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |
| 12. _____ _____ _____ | _____ | _____ |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |
| 13. _____ _____ _____ | _____ | _____ |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |
| 14. _____ _____ _____ | _____ | _____ |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |
| 15. _____ _____ _____ | _____ | _____ |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |

If more indebtedness entry lines are needed continue to Form 1.1 Page 4.

Total For City TIF Form 1.1 Page 3: 0

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

County: Story

Urban Renewal Area Name: Story County Urban Renewal Area

Urban Renewal Area Number: 85022 (Use five-digit Area Number Assigned by the County Auditor)

| Individual TIF Indebtedness Type/Description/Details: | Date Approved*: | Total Amount: |
|--|-----------------|---------------|
| 16. _____ _____ _____ | _____ | _____ |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |
| 17. _____ _____ _____ | _____ | _____ |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |
| 18. _____ _____ _____ | _____ | _____ |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |
| 19. _____ _____ _____ | _____ | _____ |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |
| 20. _____ _____ _____ | _____ | _____ |
| <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above. | | |

Total For City TIF Form 1.1 Page 4: 0

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Annual Urban Renewal Report, Fiscal Year 2016 - 2017

Levy Authority Summary

Local Government Name: STORY COUNTY
 Local Government Number: 85

| Active Urban Renewal Areas | U.R. # | # of Tif Taxing Districts |
|---------------------------------|-----------|---------------------------------|
| STORY COUNTY URBAN RENEWAL AREA | 85022 | 9 |

TIF Debt Outstanding: **3,850,210**

| | | | |
|---|----------------|----------|---|
| TIF Sp. Rev. Fund Cash Balance as of 07-01-2016: | 475,507 | 0 | Amount of 07-01-2016 Cash Balance Restricted for LMI |
|---|----------------|----------|---|

| | |
|---------------------------------|------------------|
| TIF Revenue: | 982,362 |
| TIF Sp. Revenue Fund Interest: | 0 |
| Property Tax Replacement Claims | 34,137 |
| Asset Sales & Loan Repayments: | 0 |
| Total Revenue: | 1,016,499 |

| | |
|-------------------------------|----------------|
| Rebate Expenditures: | 0 |
| Non-Rebate Expenditures: | 869,878 |
| Returned to County Treasurer: | 0 |
| Total Expenditures: | 869,878 |

| | | | |
|---|----------------|----------|---|
| TIF Sp. Rev. Fund Cash Balance as of 06-30-2017: | 622,128 | 0 | Amount of 06-30-2017 Cash Balance Restricted for LMI |
|---|----------------|----------|---|

**Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance:** **2,358,204**

APPROVED
DENIED

Board Member Initials: RS

Meeting Date: 10-14-17

Follow-up action: _____

♣ Annual Urban Renewal Report, Fiscal Year 2016 - 2017

Urban Renewal Area Data Collection

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

UR Area Creation Date: 11/2011

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

UR Area Purpose:

Tax Districts within this Urban Renewal Area

| | Base No. | Increment No. | Increment Value Used |
|--|----------|---------------|----------------------|
| WARREN TWP/COLO-NESCO SCH STORY CO ORIG URA TIF INCREM | 85591 | 85191 | 2,705,819 |
| LINCOLN TWP/COLO-NESCO SCH STORY CO ORIG URA TIF INCREM | 85592 | 85192 | 18,012,911 |
| SHERMAN TWP/COLO-NESCO SCH STORY CO ORIG URA TIF INCREM | 85593 | 85193 | 17,721,202 |
| GRANT TWP/NEVADA SCH VETTER PROPERTY TIF INCREM | 85594 | 85194 | 2,544,225 |
| GRANT TWP/NEVADA SCH DEMONSTRATION WIND TURBINE TIF INCREM | 85595 | 85195 | 388,538 |
| LAFAYETTE TWP/ROLAND-STORY SCH/2013 STORY CO URA AMENDMENT TIF INCREMENT | 85598 | 85198 | 410,933 |
| LINCOLN TWP/COLO-NESCO SCH/2013 STORY CO URA AMENDMENT TIF INCREMENT | 85599 | 85199 | 131,128 |
| WARREN TWP/COLO-NESCO SCH/2013 STORY CO URA AMENDMENT TIF INCREMENT | 85624 | 85200 | 236,828 |
| INDIAN CREEK TWP/COLLINS-MAXWELL SCH/2013 STORY CO URA AMENDMENT TIF INCREMENT | 85625 | 85201 | 111,887 |

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

| | Agricultural | Residential | Commercial | Industrial | Other | Military | Total | Gas/Electric Utility | Total |
|-------------------|--------------|-------------|------------|------------|-------|----------|------------|----------------------|------------|
| Assessed | 0 | 0 | 5,653,800 | 92,679,400 | 0 | 0 | 98,333,200 | 0 | 98,333,200 |
| Taxable | 0 | 0 | 5,088,420 | 83,411,460 | 0 | 0 | 88,499,880 | 0 | 88,499,880 |
| Homestead Credits | | | | | | | | | 0 |

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016: 475,507 0 **Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue: 982,362
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 34,137
 Asset Sales & Loan Repayments: 0
Total Revenue: 1,016,499

Rebate Expenditures: 0
 Non-Rebate Expenditures: 869,878
 Returned to County Treasurer: 0
Total Expenditures: 869,878

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017: 622,128 0 **Amount of 06-30-2017 Cash Balance Restricted for LMI**

Projects For STORY COUNTY URBAN RENEWAL AREA

Colo-Nesco School

Description: Phase II Playground Equipment
Recreational facilities (lake development, parks, ball fields,
Classification: trails)
Physically Complete: Yes
Payments Complete: No

City of Huxley

Description: HOINT hard surface trail paving
Recreational facilities (lake development, parks, ball fields,
Classification: trails)
Physically Complete: Yes
Payments Complete: No

City of Kelley

Description: Construction of 6' Water Main
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

City of Cambridge

Description: Construction of Multi-Functional Municipal Bldg
Main Street Iowa Program-Iowa Economic Development
Classification: Authority
Physically Complete: No
Payments Complete: Yes

Colo-Nesco School

Description: Phase III Playground Equip
Recreational facilities (lake development, parks, ball fields,
Classification: trails)
Physically Complete: Yes
Payments Complete: No

City of Slater

Description: Main Street Improvements Main/Marshall
Main Street Iowa Program-Iowa Economic Development
Classification: Authority
Physically Complete: Yes
Payments Complete: No

City of Slater

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

City of Huxley

Description: Nord Kalsem Park Playground Structure
Recreational facilities (lake development, parks, ball fields,
Classification: trails)
Physically Complete: No
Payments Complete: Yes

Shive-Hattery Inc

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

City of Story City

Description: North Park Project
Recreational facilities (lake development, parks, ball fields,
Classification: trails)
Physically Complete: No
Payments Complete: No

City of Collins

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

City of Slater

Description: Sidewalk Lighting on Main Street
Main Street Iowa Program-Iowa Economic Development
Classification: Authority
Physically Complete: No
Payments Complete: No

Dakins Lake

Description: Dakins Lake Park Expansion
Recreational facilities (lake development, parks, ball fields,
Classification: trails)
Physically Complete: Yes
Payments Complete: No

TELC

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

Debts/Obligations For STORY COUNTY URBAN RENEWAL AREA

2012 TIF Revenue Bond

| | |
|------------------------|-------------------------|
| Debt/Obligation Type: | TIF Revenue Bonds/Notes |
| Principal: | 1,995,000 |
| Interest: | 139,425 |
| Total: | 2,134,425 |
| Annual Appropriation?: | No |
| Date Incurred: | 11/29/2012 |
| FY of Last Payment: | 2022 |

Story County Internal Loan

| | |
|------------------------|----------------|
| Debt/Obligation Type: | Internal Loans |
| Principal: | 36,179 |
| Interest: | 1,120 |
| Total: | 37,299 |
| Annual Appropriation?: | No |
| Date Incurred: | 12/01/2013 |
| FY of Last Payment: | 2017 |

2016 TIF Revenue Bond

| | |
|------------------------|-------------------------|
| Debt/Obligation Type: | TIF Revenue Bonds/Notes |
| Principal: | 1,500,000 |
| Interest: | 178,486 |
| Total: | 1,678,486 |
| Annual Appropriation?: | No |
| Date Incurred: | 08/01/2016 |
| FY of Last Payment: | 2026 |

Non-Rebates For STORY COUNTY URBAN RENEWAL AREA

TIF Expenditure Amount: 92,500
Tied To Debt: Story County Internal Loan
Tied To Project: City of Huxley

TIF Expenditure Amount: 110,000
Tied To Debt: Story County Internal Loan
Tied To Project: City of Cambridge

TIF Expenditure Amount: 80,300
Tied To Debt: Story County Internal Loan
Tied To Project: City of Story City

TIF Expenditure Amount: 21,000
Tied To Debt: Story County Internal Loan
Tied To Project: City of Slater

TIF Expenditure Amount: 348,902
Tied To Debt: 2012 TIF Revenue Bond
Tied To Project: Dakins Lake

TIF Expenditure Amount: 37,300
Tied To Debt: Story County Internal Loan
Tied To Project: Shive-Hattery Inc

TIF Expenditure Amount: 160,875
Tied To Debt: 2016 TIF Revenue Bond
Tied To Project: TELC

TIF Expenditure Amount: 19,001
Tied To Debt: Story County Internal Loan
Tied To Project: Shive-Hattery Inc

♣ Annual Urban Renewal Report, Fiscal Year 2016 - 2017

TIF Taxing District Data Collection

Local Government Name: STORY COUNTY (85)
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)
 TIF Taxing District Name: WARREN TWP/COLO-NESCO SCH STORY CO ORIG URA TIF INCREM
 TIF Taxing District Inc. Number: 85191
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2013
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2033

| | | |
|--|----------------------|-----------------------|
| | Slum | UR Designation |
| | Blighted | No |
| | Economic Development | No |
| | | 11/2011 |

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

| | Agricultural | Residential | Commercial | Industrial | Other | Military | Total | Gas/Electric Utility | Total |
|-------------------|--------------|-------------|------------|------------|-------|----------|-----------|----------------------|-----------|
| Assessed | 0 | 0 | 0 | 6,012,900 | 0 | 0 | 6,012,900 | 0 | 6,012,900 |
| Taxable | 0 | 0 | 0 | 5,411,610 | 0 | 0 | 5,411,610 | 0 | 5,411,610 |
| Homestead Credits | | | | | | | | | 0 |

| | Frozen Base Value | Max Increment Value | Increment Used | Increment Not Used | Increment Revenue Not Used |
|------------------|-------------------|---------------------|----------------|--------------------|----------------------------|
| Fiscal Year 2017 | 506,400 | 5,411,610 | 2,705,819 | 2,705,791 | 64,205 |

FY 2017 TIF Revenue Received: 61,798

TIF Taxing District Data Collection

Local Government Name: STORY COUNTY (85)
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)
 TIF Taxing District Name: LINCOLN TWP/COLO-NESCO SCH STORY CO ORIG URA TIF INCREM
 TIF Taxing District Inc. Number: 85192
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2013
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2033

| | | |
|--|----------------------|-----------------------|
| | Slum | UR Designation |
| | Blighted | No |
| | Economic Development | No |
| | | 11/2011 |

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

| | Agricultural | Residential | Commercial | Industrial | Other | Military | Total | Gas/Electric Utility | Total |
|-------------------|--------------|-------------|------------|------------|-------|----------|------------|----------------------|------------|
| Assessed | 0 | 0 | 0 | 41,089,800 | 0 | 0 | 41,089,800 | 0 | 41,089,800 |
| Taxable | 0 | 0 | 0 | 36,980,820 | 0 | 0 | 36,980,820 | 0 | 36,980,820 |
| Homestead Credits | | | | | | | | | 0 |

| | Frozen Base Value | Max Increment Value | Increment Used | Increment Not Used | Increment Revenue Not Used |
|------------------|-------------------|---------------------|----------------|--------------------|----------------------------|
| Fiscal Year 2017 | 5,064,000 | 36,025,800 | 18,012,911 | 18,012,889 | 438,390 |

FY 2017 TIF Revenue Received: 425,157

♣ Annual Urban Renewal Report, Fiscal Year 2016 - 2017

TIF Taxing District Data Collection

Local Government Name: STORY COUNTY (85)
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)
 TIF Taxing District Name: SHERMAN TWP/COLO-NESCO SCH STORY CO ORIG URA TIF INCREM
 TIF Taxing District Inc. Number: 85193
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2013
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2033

| | | |
|--|----------------------|----------------|
| | Slum | UR Designation |
| | Blighted | No |
| | Economic Development | No |
| | | 11/2011 |

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

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

| | Frozen Base Value | Max Increment Value | Increment Used | Increment Not Used | Increment Revenue Not Used |
|------------------|-------------------|---------------------|----------------|--------------------|----------------------------|
| Fiscal Year 2017 | 7,089,500 | 35,442,400 | 17,721,202 | 17,721,198 | 420,132 |

FY 2017 TIF Revenue Received: 409,508

TIF Taxing District Data Collection

Local Government Name: STORY COUNTY (85)
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)
 TIF Taxing District Name: GRANT TWP/NEVADA SCH VETTER PROPERTY TIF INCREM
 TIF Taxing District Inc. Number: 85194
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2013
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2033

| | | |
|--|----------------------|----------------|
| | Slum | UR Designation |
| | Blighted | No |
| | Economic Development | No |
| | | 11/2011 |

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

| | Agricultural | Residential | Commercial | Industrial | Other | Military | Total | Gas/Electric Utility | Total |
|-------------------|--------------|-------------|------------|------------|-------|----------|-----------|----------------------|-----------|
| Assessed | 0 | 0 | 5,653,800 | 0 | 0 | 0 | 5,653,800 | 0 | 5,653,800 |
| Taxable | 0 | 0 | 5,088,420 | 0 | 0 | 0 | 5,088,420 | 0 | 5,088,420 |
| Homestead Credits | | | | | | | | | 0 |

| | Frozen Base Value | Max Increment Value | Increment Used | Increment Not Used | Increment Revenue Not Used |
|------------------|-------------------|---------------------|----------------|--------------------|----------------------------|
| Fiscal Year 2017 | 42,600 | 5,088,420 | 2,544,225 | 2,544,195 | 62,972 |

FY 2017 TIF Revenue Received: 61,885

♣ Annual Urban Renewal Report, Fiscal Year 2016 - 2017

TIF Taxing District Data Collection

Local Government Name: STORY COUNTY (85)
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)
 TIF Taxing District Name: GRANT TWP/NEVADA SCH DEMONSTRATION WIND TURBINE TIF INCREM
 TIF Taxing District Inc. Number: 85195
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2014
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

| | | |
|--|----------------------|-----------------------|
| | Slum | UR Designation |
| | Blighted | No |
| | Economic Development | No |
| | | 11/2011 |

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

| | Agricultural | Residential | Commercial | Industrial | Other | Military | Total | Gas/Electric Utility | Total |
|-------------------|--------------|-------------|------------|------------|-------|----------|---------|----------------------|---------|
| Assessed | 0 | 0 | 0 | 863,400 | 0 | 0 | 863,400 | 0 | 863,400 |
| Taxable | 0 | 0 | 0 | 777,060 | 0 | 0 | 777,060 | 0 | 777,060 |
| Homestead Credits | | | | | | | | | 0 |

| | Frozen Base Value | Max Increment Value | Increment Used | Increment Not Used | Increment Revenue Not Used |
|------------------|-------------------|---------------------|----------------|--------------------|----------------------------|
| Fiscal Year 2017 | 1 | 777,060 | 388,538 | 388,522 | 9,616 |

FY 2017 TIF Revenue Received: 9,503

TIF Taxing District Data Collection

Local Government Name: STORY COUNTY (85)
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)
 TIF Taxing District Name: LAFAYETTE TWP/ROLAND-STORY SCH/2013 STORY CO URA AMENDMENT
 TIF INCREMENT
 TIF Taxing District Inc. Number: 85198
 TIF Taxing District Base Year: 2012
 FY TIF Revenue First Received: 2015
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2025

| | | |
|--|----------------------|-----------------------|
| | Slum | UR Designation |
| | Blighted | No |
| | Economic Development | No |
| | | 10/2013 |

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

| | Agricultural | Residential | Commercial | Industrial | Other | Military | Total | Gas/Electric Utility | Total |
|-------------------|--------------|-------------|------------|------------|-------|----------|-----------|----------------------|-----------|
| Assessed | 0 | 0 | 0 | 1,115,100 | 0 | 0 | 1,115,100 | 0 | 1,115,100 |
| Taxable | 0 | 0 | 0 | 1,003,590 | 0 | 0 | 1,003,590 | 0 | 1,003,590 |
| Homestead Credits | | | | | | | | | 0 |

| | Frozen Base Value | Max Increment Value | Increment Used | Increment Not Used | Increment Revenue Not Used |
|------------------|-------------------|---------------------|----------------|--------------------|----------------------------|
| Fiscal Year 2017 | 293,299 | 821,801 | 410,933 | 410,868 | 8,758 |

FY 2017 TIF Revenue Received: 7,225

♣ Annual Urban Renewal Report, Fiscal Year 2016 - 2017

TIF Taxing District Data Collection

Local Government Name: STORY COUNTY (85)
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)
 TIF Taxing District Name: LINCOLN TWP/COLO-NESCO SCH/2013 STORY CO URA AMENDMENT TIF INCREMENT
 TIF Taxing District Inc. Number: 85199
 TIF Taxing District Base Year: 2012
 FY TIF Revenue First Received: 2015
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2025

| | | |
|--|----------------------|-----------------------|
| | Slum | UR Designation |
| | Blighted | No |
| | Economic Development | No |
| | | 10/2013 |

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

| | Agricultural | Residential | Commercial | Industrial | Other | Military | Total | Gas/Electric Utility | Total |
|-------------------|--------------|-------------|------------|------------|-------|----------|---------|----------------------|---------|
| Assessed | 0 | 0 | 0 | 291,400 | 0 | 0 | 291,400 | 0 | 291,400 |
| Taxable | 0 | 0 | 0 | 262,260 | 0 | 0 | 262,260 | 0 | 262,260 |
| Homestead Credits | | | | | | | | | 0 |

| | Frozen Base Value | Max Increment Value | Increment Used | Increment Not Used | Increment Revenue Not Used |
|------------------|-------------------|---------------------|----------------|--------------------|----------------------------|
| Fiscal Year 2017 | 1 | 262,260 | 131,128 | 131,132 | 3,191 |

FY 2017 TIF Revenue Received: 2,121

TIF Taxing District Data Collection

Local Government Name: STORY COUNTY (85)
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)
 TIF Taxing District Name: WARREN TWP/COLO-NESCO SCH/2013 STORY CO URA AMENDMENT TIF INCREMENT
 TIF Taxing District Inc. Number: 85200
 TIF Taxing District Base Year: 2012
 FY TIF Revenue First Received: 2015
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2025

| | | |
|--|----------------------|-----------------------|
| | Slum | UR Designation |
| | Blighted | No |
| | Economic Development | No |
| | | 10/2013 |

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

| | Agricultural | Residential | Commercial | Industrial | Other | Military | Total | Gas/Electric Utility | Total |
|-------------------|--------------|-------------|------------|------------|-------|----------|---------|----------------------|---------|
| Assessed | 0 | 0 | 0 | 526,300 | 0 | 0 | 526,300 | 0 | 526,300 |
| Taxable | 0 | 0 | 0 | 473,670 | 0 | 0 | 473,670 | 0 | 473,670 |
| Homestead Credits | | | | | | | | | 0 |

| | Frozen Base Value | Max Increment Value | Increment Used | Increment Not Used | Increment Revenue Not Used |
|------------------|-------------------|---------------------|----------------|--------------------|----------------------------|
| Fiscal Year 2017 | 1 | 473,670 | 236,828 | 236,842 | 5,620 |

FY 2017 TIF Revenue Received: 3,533

♣ Annual Urban Renewal Report, Fiscal Year 2016 - 2017

TIF Taxing District Data Collection

Local Government Name: STORY COUNTY (85)
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)
 TIF Taxing District Name: INDIAN CREEK TWP/COLLINS-MAXWELL SCH/2013 STORY CO URA
 AMENDMENT TIF INCREMENT
 TIF Taxing District Inc. Number: 85201
 TIF Taxing District Base Year: 2012
 FY TIF Revenue First Received: 2015
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2025

| | | |
|--|----------------------|-----------------------|
| | Slum | UR Designation |
| | Blighted | No |
| | Economic Development | No |
| | | 10/2013 |

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

| | Agricultural | Residential | Commercial | Industrial | Other | Military | Total | Gas/Electric Utility | Total |
|-------------------|--------------|-------------|------------|------------|-------|----------|---------|----------------------|---------|
| Assessed | 0 | 0 | 0 | 248,600 | 0 | 0 | 248,600 | 0 | 248,600 |
| Taxable | 0 | 0 | 0 | 223,740 | 0 | 0 | 223,740 | 0 | 223,740 |
| Homestead Credits | | | | | | | | | 0 |

| | Frozen Base Value | Max Increment Value | Increment Used | Increment Not Used | Increment Revenue Not Used |
|------------------|-------------------|---------------------|----------------|--------------------|----------------------------|
| Fiscal Year 2017 | 1 | 223,740 | 111,887 | 111,853 | 2,640 |

FY 2017 TIF Revenue Received: 1,632



USED COOKING OIL REMOVAL SERVICE AGREEMENT

| | | | | | | | |
|------------------------|--|----------|----------------|----------------------|---------------------------|-------------|------------|
| Legal Business Entity: | DARLING INGREDIENTS INC. OPERATING AS DAR PRO SOLUTIONS ("DPS") | | | | | | |
| Assumed Name/DBA: | STORY COUNTY JUSTICE CENTER | | Print Name: | Chris Petersen | | | |
| Signature: | | | Signature: | | | | |
| Print Name: | Rick Sanders | | Date: | | | | |
| Date: | 11/14/17 | | Email: | cpetersen@darpro.com | | | |
| Location Address: | 1315 SOUTH B AVE | | Plant Address: | 601 SE 18th Street | | | |
| | NEVADA | IA 50201 | | Des Moines | IA | 50317 | |
| Email: | | | Plant Phone: | (855) 327-7761 | | | |
| Location Phone: | | | Customer No.: | | | | |
| Location(s): | <input checked="" type="checkbox"/> Single <input type="checkbox"/> Multiple (See Exhibit A) | | Chain No.: | 37911 | | | |
| Customer Status | UCO Container(s) | | UCO Service | | Service Fees per Location | | |
| | Type | Qty. | Start Date | 1st Week of Service | Set-up/Delivery | Per Service | Time Based |
| Existing | 12521 | 1 | | | \$0 | \$0 | \$0 |

- This Used Cooking Oil Removal Service Agreement and all exhibit(s) ("Agreement") is between the customer identified above ("Customer") and Darling Ingredients Inc., operating as DAR PRO Solutions ("DPS"). Customer appoints DPS as Customer's exclusive service provider for removal of all used cooking oils, grease, and shortening, free of contaminants and non-renderable materials, including without limitation, paper, plastic, glass, metal, trash, pesticides, hazardous materials, and inorganic materials ("UCO"), generated at Customer's location listed above or if multiple locations, all locations listed on the attached Exhibit A ("Location(s)"). Customer grants DPS exclusive rights to all UCO generated at the Location(s).
- DPS will provide Customer a UCO collection container ("Equipment") and removal service for all UCO based on the volume of UCO that Customer generates at the service fee(s) listed above ("Service Fee") per Location. Where prevailing commodity market conditions for DPS' finished goods warrant, DPS may increase Service Fee(s) at any time upon prior written notice. Customer will have 10 days to reject the increase in writing, whereupon DPS shall have the right to immediately terminate this Agreement or continue service at the same fees, subject to DPS's continuing right to terminate at any time thereafter. If Equipment is nearing capacity or removal service is necessary prior to a scheduled or routine service, Customer is responsible for notifying DPS. Customer shall immediately communicate with DPS in the event of any problems with service or Equipment. Customer shall place all UCO inside the Equipment and be responsible for any UCO outside the Equipment. Title to the UCO passes to DPS once it is placed in the Equipment; however, Customer retains risk of loss and liability for the UCO until placed in DPS's collection vehicle. DPS shall not be liable for any unauthorized removal of UCO.
- All Equipment DPS furnishes to Customer shall remain the property of DPS. Customer shall: (a) keep the Equipment free from all encumbrances and claims (other than DPS's); (b) not remove Equipment without DPS's prior written consent; (c) be liable for all damage, loss, or unauthorized removal of Equipment; and (d) maintain the Equipment in good, operable condition and return it to DPS in the same condition upon termination or expiration, reasonable wear and tear excepted.
- This Agreement shall be for an initial term of ^{36 months} beginning on the later of the Start Date or the last signature date above. After the expiration of the initial or any succeeding term, this Agreement automatically renews ^{on a month-to-month basis} unless either party notifies the other in writing by Certified Mail not less than 60 days prior to the expiration of the then-current term of its intent not to renew. If laws or regulations are adopted, or any change in regulatory enforcement arises, that adversely affect DPS's performance of service or finished products from UCO, DPS will notify Customer and the parties shall negotiate to modify the Agreement accordingly. If the parties cannot reach a resolution, DPS may terminate this Agreement with 30 days' written notice. Should either party be in material breach of this Agreement and fail to cure such breach within 30 days after receipt of written notice, the non-breaching party may terminate this Agreement, but only with regard to those Location(s) where the material breach remains uncured.
- If applicable, DPS will invoice Customer for the Services Fee(s). All Services Fees paid are non-refundable. Customer shall pay invoices within 30 days of receipt. In the event of Customer's nonpayment of Service Fees, DPS shall have the right, in its sole discretion, to immediately terminate this Agreement by written notice to Customer or, without terminating, suspend service until Customer is current on its account. Customer agrees to pay DPS all costs of collection incurred by DPS, including without limitation, collection agency fees, attorneys' fees, and court costs. DPS has the right to set off any amounts that Customer owes to DPS against any amounts that may be payable by DPS to Customer.
- Should Customer breach this Agreement and fail to cure such breach, Customer acknowledges that DPS will suffer damages from its loss of UCO. Customer expressly agrees that it shall pay DPS for its loss of UCO according to the following formula: 50% of the yellow grease market price on the first day of Customer's breach (according to The Jacobsen, local region index), multiplied by the average daily quantity of UCO generated by Customer, multiplied by the number of days remaining under the Agreement. However, at no time during the term of this Agreement shall Customer's payment to DPS for its loss of UCO be less than \$250. Customer and DPS agree that DPS's damages for loss of UCO are difficult to ascertain and that this formula is a fair and reasonable damage calculation and is not a penalty. All rights and remedies of DPS under this Agreement are cumulative.
- Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party from all liabilities, damages, costs, and expenses (including reasonable attorneys' fees) to the extent resulting from (a) the Indemnifying Party's breach of this Agreement; (b) the Indemnifying Party's use or possession of the Equipment; or (c) the negligence or recklessness of the Indemnifying Party, its agents, representatives, invitees, or employees.
- Customer expressly warrants that it is not under an agreement with any person or entity other than DPS for UCO services at the Location(s). If Customer breaches this warranty, Customer shall indemnify, defend, and hold harmless DPS from any claims by other service providers and all liabilities and costs resulting therefrom (including reasonable attorneys' fees).
- Each party acknowledges that this Agreement and all other documents and information (whether written, oral, electronic, or otherwise) relating to this Agreement, service, or Equipment provided ("Confidential Information") is confidential and proprietary. Each party agrees to maintain all Confidential Information in strict confidence and shall not disclose Confidential Information, including any disclosure of Confidential Information to any third-party or its agent or consultant. Further, Confidential Information shall only be disclosed to those employees of a party who have a bona fide need to know. DPS will not provide Confidential Information related to this Agreement to any agent or consultant of Customer. By signing, the self-declarations (as well as the terms and conditions) as published on the website www.Darpro.com, apply and are a valid part of this Agreement for the contractual period. If no objection is made by the Customer 14 days before the expiry of each calendar year of this Agreement, the self-declaration is confirmed for the following year. This Agreement constitutes the entire agreement between DPS and Customer for the subject matter hereof, supersedes all prior agreements for the subject matter hereof, and can only be modified in a writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of each party and its successors & assigns, personal representatives, and acquirers, but Customer shall not be released of its obligations unless DPS agrees in writing. DPS expressly limits acceptance of this Agreement to the terms herein, and all courses of dealing and performance, usage of trade, and verbal agreements not reduced to a writing signed by both parties shall not be binding upon the parties. The Customer signatory above is authorized to sign this Agreement. The parties agree that an executed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall have the same legal effect as an original executed copy of this Agreement. The parties agree that electronic signatures including signatures provided through use of DocuSign or other such electronic signature software have the same legal effect as original signatures *unless required by law or a court of competent jurisdiction.*

**STORY COUNTY SHERIFF
SERVICE AGREEMENT
17-06**

The following agreement is intended to be the sole and only agreement between the parties and supersedes all other agreements. All terms and conditions are in their customary usage and any additional definitions of terms or conditions are stated in this agreement.

Definitions:

The Agreement is this five-page agreement identified by the numerical designation and any and all attachments reference.

Story County Sheriff, hereinafter (the "Service Provider") agrees to provide the services as listed in this agreement.

The Kappa Delta, sorority hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

The Parties, refers to the "Service Provider" and the "Contractor".

Additional Terms, if none then state "none":

None

Terms

Service Provider:
Story County Sheriff's Office
1315 South "B" Avenue
Nevada, IA 50201
515-382-7457

Contractor Address:
Kappa Delta
2102 Sunset Drive
Ames, Iowa 50014
715-410-8951

I Description of Services

The Service Provider shall provide the services of law enforcement during the times and days specified at the location(s) indicated. These services include, but are not limited to, armed deputies in marked patrol vehicles and dispatch services including 911 emergencies. Specific instructions for services shall be included in division II for "Additional Services". This agreement should be considered as in addition to the law enforcement responsibilities of the Story County Sheriff for geographic area of Story County. However, this agreement shall not supplant or subordinate the law enforcement and public safety duties and responsibilities of the Story County Sheriff's Office and this agreement shall at all times remain subordinate to the duties, responsibilities and discretion of the Sheriff, his deputies, agents and employees under all circumstances.

II Additional Services

List the specific additional services requested by the Contractor. Include any specific instructions to the Service Provider from the Contractor which are to be made a part of this agreement. (Refer to attachments here and staple attachments to back.)
Duty Requirements attached

III Times and location(s)

The Contractor requires the services of the Service Provider at the following location:
(For more than one location list in section C and make attachments as necessary.)

Location: Prairie Moon Winery
3801 W 190th St
Ames, Iowa 50014

A. If the services is to continue for an indefinite period complete this section only.

State date of service: _____
Day Month Year

B. If the service is to be for a single date complete this section only.

Date of service: **3** **November** **2017**
Day Month Year

C. If the service is for more than one date or is to continue on different dates at different locations use the chart below.

Start date of service: _____
Day Month Year

Chart

| Days | Times |
|-----------------|---|
| Monday _____ | _____ a.m. to _____ p.m. and _____ p.m. to _____ a.m. |
| Tuesday _____ | _____ a.m. to _____ a.m. and _____ p.m. to _____ a.m. |
| Wednesday _____ | _____ a.m. to _____ p.m. and _____ p.m. to _____ a.m. |
| Thursday _____ | _____ a.m. to _____ p.m. and _____ p.m. to _____ a.m. |
| Friday _____ | _____ a.m. to _____ p.m. and _____ p.m. to _____ a.m. |
| Saturday _____ | _____ a.m. to _____ p.m. and _____ p.m. to _____ a.m. |
| Sunday _____ | _____ a.m. to _____ p.m. and _____ p.m. to _____ a.m. |

Additional Locations:

Address:
City/rural:

(If necessary attach additional descriptions)

IV Duration of Agreement

This agreement shall be in effect for the period(s) stated in section III. For continuing agreements, it shall remain in effect until terminated in accordance with the section VII of this agreement.

V Fees

The Contractor agrees to pay:

Sixty-five dollars (\$65.00) per hour for a minimum of two (2) hours for the Story County Sheriff, and each Story County Deputy Sheriff, Senior Reserve Deputy, Dispatcher, Detention Officer, Diver (dive team members are required to work in a team of four) and civilian employees.

Thirty-two dollars and 50 cents (\$32.50) per hours for a minimum of two (2) hours/for each Story County Sheriff's Reserve (Reserves are required to work in pairs unless authorized by the Sheriff or designee).

VI Payment

Contractor agrees to pay for ___ one time/or multiple event in advance; or pay on a XX monthly basis as invoiced by the Story County Sheriff. (Check which payment)

VII Changes or Termination during the Agreement

The parties recognize that the business of law enforcement and private interest may change. The Contractor understands that public protection or economic demands may require the Service Provider to focus resources in other areas. The Service Provider recognizes that private business may develop other needs or demands. This understanding is to ensure both parties have the ability to amend or terminate the agreement before the expiration date. The parties may amend the agreement only in writing signed by both the Contractor and the Service Provider. Termination of the agreement shall be written notice. An agreement for single or multiple events where payment has been made in advance requires ___ days notice for a full refund. All other agreements require thirty (30) days notice. During the thirty-day period the parties agree to perform their respective obligations unless otherwise agreed in writing. The foregoing requirements for amendment or termination shall not apply when, in the sole discretion of the Sheriff, his deputies, agents and employees; the duties and responsibilities of the Sheriff's Office to protect and promote public safety and law enforcement require that the resources and personnel for the Sheriff's Office be redirected away from Contractor's event or venue to respond to emergency or urgent calls for assistance by any person or entity other than the Contractor. In the event that personnel or resources of the Sheriff's Office are redirected to respond to an emergency or urgent call away from Contractor's venue, or if circumstances require additional resources/personnel to maintain order and safety at the venue covered by this agreement, the parties will later endeavor to negotiate a fair and reasonable accommodation which may include but is not necessarily limited to refund of any prepaid services not delivered by the Service Provider, or additional payment from the contractor.

VIII Confidentiality

It is necessary that the Contractor understand when contracting with a public entity that The contract is public information and will be produced when requested as required by

law. The Contractor should be mindful of the public's right to know.

IX Liability

The Parties shall maintain insurance during this agreement. Each party will be Responsible for their respective acts. The Service Provider, its employees or Agents shall not be responsible for any special, incidental or consequential Damages to the Contractor while acting in performance of this agreement.

X Acts of God and Acts of Others

The Service Provider is not responsible in the event of a natural disasters, or acts of civil unrest, or acts of Contractors employees, agents or third persons which prevent Service Provider from performing as expected or originally intended under this agreement.

XI Hazards

Contractor shall have a duty to inform the Service Provider of any known hazards, either natural or manmade, which may pose a danger to an employee or agent of the Service Provider, that exist upon or appurtenant to any property owned or leased by the Contractor. This shall be a continuing duty for the Contractor.

XII Inconsistent Terms

The Contractor by this agreement has attempted to reduce the chance for misunderstanding by the inclusion of all terms. The Contractor and the Service Provider agree to resolve any dispute in a manner using common English usage of the term(s) in dispute.

XIII Representative

The Contractor designates **Renee Dau** as their representative and contact for this agreement with the following address and phone numbers listed below. The Service Provider requires twenty-four (24 hr(s) contact information from the Contractor and agrees to supply the same twenty-four (24 hr(s) contact to the Contractor.

Service Provider Representative

Contractor Representative

Lt. Gary Backous

Renee Dau

Address:

**Story County Sheriff
1315 South "B" Avenue
Nevada, IA 50201
515-382-7457
gbackous@storycounty.com**

**Kappa Delta
2102 Sunset Drive
Ames, Iowa 50014
715-410-8951
reneedau@iastate.edu**

Billing Address:

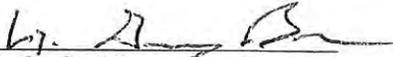
Contact Person: Same as above,
Contractor Billing Address: Same as above

Make payment payable to: **Story County Treasurer**

Mail Payments to: **Story County Sheriff
P O Box 265
1315 South "B" Avenue
Nevada, IA 50201**

Service Agreement Signatures

Service Provider


Authorized Representative

Lieutenant, Support Services
Title

11/6/2017
Date

Contractor

 for
Authorized Representative Kappa Delta

Title

11/3/17
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 11/14/17


Board of Supervisors


Attest: Story County Auditor

(Staple attachments to back)

Project No.: L-M22-73-85
Contractor: PETERSON CONTRACTORS INC.
Type of Work: 332-Box Culverts
Letting Date: 3/21/2017
Location: 590th Ave.: Milford 22

Story County Road Department
CONTRACT CONSTRUCTION PROGRESS VOUCHER
Voucher #: 4-FINAL
Date Last Voucher: 10/10/2017
Date This Voucher: 10/24/2017

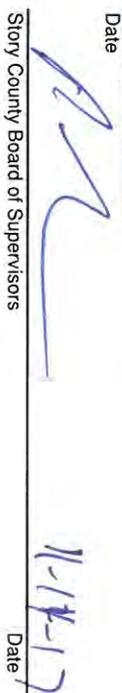
To Date: 11,000
Last Voucher: 11,000
Authorized: 20
Project Start Date: 8/31/2017
Project End Date: 9/15/2017

| REF | ITEM | DESCRIPTION | UNIT PRICE | UNIT | QTY. | CONTRACT | | TOTAL THIS CLAIM | | PREVIOUSLY ALLOWED | | TOTAL ALLOWED | |
|------|--------------|--------------------------------|--------------|------|---------|--------------|--------|------------------|--------|--------------------|--------------|---------------|--------------|
| | | | | | | AMOUNT | AMOUNT | QTY. | AMOUNT | QTY. | AMOUNT | QTY. | AMOUNT |
| 1 | 2102-2710070 | EXCAVATION, CLASS 10, ROADWAY | \$16,000 | CY | 311.100 | \$4,977.600 | | 0.000 | \$0.00 | 311.100 | \$4,977.60 | | \$4,977.60 |
| 2 | 2104-2710020 | EXCAVATION, CLASS 10, CHANNEL | \$7,000 | CY | 53.400 | \$373.800 | | 0.000 | \$0.00 | 53.400 | \$373.80 | | \$373.80 |
| 3 | 2401-6745625 | REMOVAL OF EXISTING BRIDGE | \$4,000,000 | LS | 1.000 | \$4,000,000 | | 0.000 | \$0.00 | 1.000 | \$4,000,000 | | \$4,000,000 |
| 4 | 2402-2720000 | EXCAVATION, CLASS 20 | \$8,000 | CY | 83.000 | \$664,000 | | 0.000 | \$0.00 | 83.000 | \$664,000 | | \$664,000 |
| 5 | 2415-2100000 | PRECAST CONCRETE BOX CULVERT, | \$1,365,000 | LF | 42.000 | \$57,330,000 | | 0.000 | \$0.00 | 42.000 | \$57,330,000 | | \$57,330,000 |
| 6 | 2415-2200000 | PRECAST CONCRETE BOX CULVERT S | \$12,900,000 | EACH | 2.000 | \$25,800,000 | | 0.000 | \$0.00 | 2.000 | \$25,800,000 | | \$25,800,000 |
| 7 | 2435-0251218 | INTAKE, SW-512, 18 IN. | \$2,365,000 | EACH | 1.000 | \$2,365,000 | | 0.000 | \$0.00 | 1.000 | \$2,365,000 | | \$2,365,000 |
| 8 | 2502-8215830 | SUBDRAIN, TILE, 30 IN. DIA. | \$56,000 | LF | 100.000 | \$5,600,000 | | 0.000 | \$0.00 | 106.700 | \$5,935,550 | | \$5,935,550 |
| 9 | 2507-3250005 | ENGINEERING FABRIC | \$6,500 | SY | 106.700 | \$693,550 | | 0.000 | \$0.00 | 65.900 | \$3,196.15 | | \$3,196.15 |
| 10 | 2507-6800061 | REVEITEMT. CLASS E | \$48,500 | TON | 77.000 | \$3,734,500 | | 0.000 | \$0.00 | 4.000 | \$400,000 | | \$400,000 |
| 11 | 2518-6910000 | SAFETY CLOSURE | \$100,000 | EACH | 4.000 | \$400,000 | | 0.000 | \$0.00 | 1.000 | \$1,350,000 | | \$1,350,000 |
| 12 | 2528-8445110 | TRAFFIC CONTROL | \$1,350,000 | LS | 1.000 | \$1,350,000 | | 0.000 | \$0.00 | 1.000 | \$7,000,000 | | \$7,000,000 |
| 13 | 2533-4980005 | MOBILIZATION | \$7,000,000 | LS | 1.000 | \$7,000,000 | | 0.000 | \$0.00 | 1.000 | \$9,143,18 | | \$9,143,18 |
| 8001 | 2502-8215836 | SUBDRAIN, TILE, 36 IN. DIA. | \$81,490 | LF | 112.200 | \$9,143,178 | | 0.000 | \$0.00 | 112.200 | \$117,293.28 | | \$117,293.28 |
| | | | | | | \$123,431.63 | | | \$0.00 | | | | \$117,293.28 |

Recommended:


 Contractor / PETERSON CONTRACTORS INC.
 Date: 10/24/17


 Story County Engineer Darren Moon
 Date: 11-6-17


 Story County Board of Supervisors
 Date: 11-14-17

Less 0.0% retention \$0.00
 Less Previously Paid (\$113,774.48)
 Amount due this statement: \$3,518.80



Story County Treasurer's Office
Renee M. Twedt, Treasurer

P.O. Box 498
Nevada, IA 50201
Phone 515-382-7330
Fax 515-382-7336
storycountyiowa.gov/treasurer
treasurer@storycountyiowa.gov

Treasurer's Quarterly Report

FY2018-Q1
November 08, 2017

Prepared by:

Renee Twedt, Treasurer

Ardis A Baldwin, Finance Deputy

Lori McDonald, Operations Deputy

APPROVED **DENIED**
Board Member Initials: RT
Meeting Date: 11-14-17
Follow-up action: _____

Narrative

Finance Deputy – Ardis A Baldwin

July August September 2017

These are busy months for us as we close the 2017 fiscal year and complete the 2017/2018 Tax Billing. Our September collections are now complete and we are preparing to send the November delinquent notices out which usually means numerous phone calls coming in.

Operations Deputy – Lori McDonald

We continue to get more dealerships participating in the ACH payment program for title work. This provides a more efficient service for everyone involved. We continue to provide excellent customer service and strive for the one-stop visit.

Data / Tables / Statistics

Cash and Investments

| Type | As of 07/31/2017 | | 8/31/2017 | | As of 09/30/2017 | |
|-------------------------------------|------------------|------------|-----------------|------------|------------------|------------|
| | Amount | Percentage | Amount | Percentage | Amount | Percentage |
| Cash & Bank Accounts | \$15,323,289.17 | 57.86% | \$26,114,922.25 | 70.05% | \$69,019,208.64 | 86.62% |
| Iowa Public Agency Investment Trust | \$1,015,989.94 | 3.84% | \$1,015,989.94 | 2.73% | \$1,015,989.94 | 1.28% |
| Certificates of Deposit | \$10,145,829.57 | 38.31% | \$10,148,804.91 | 27.22% | \$9,648,804.91 | 12.11% |
| Totals | \$26,485,108.68 | 100.00% | \$37,279,717.10 | 100.00% | \$79,684,003.49 | 100.00% |

Investments Maturing in Q1

Matured CD's - July
None Matured rate

Matured CD's - August
None

Matured CD's - September
Vision Bank - Cashed in
Maxwell State Bank - Renewed 1.25%

| | |
|---------------------------------|------------------------|
| Tax Collections | |
| July Total Tax Collections | \$63,145.90 |
| August Total Tax Collections | \$13,008,126.60 |
| September Total Tax Collections | \$55,521,007.50 |
| Quarterly Total | \$68,582,280.00 |

Total \$9,648,804.91

LISTING OF CERTIFICATES OF DEPOSIT & OTHER INVESTMENTS
Story County Treasurer- as of September 30, 2017

| Purchase Date | Maturity Date | Purchase Amount | Cash In Amount | Interest Rate | Term | Certificate Number | Bank | Ann Anticip Interest | Interest Received | Notes |
|---------------|---------------|-----------------|----------------|---------------|------|--------------------|-------------------------|----------------------|-------------------|---------------------|
| 5/2/2012 | | \$3,592,851.48 | \$85,262.63 | | | | National Financial Serv | | \$68,681.85 | |
| 2/28/2012 | | \$60,175.35 | | | | | Drainage Certs | | | |
| 2/29/2016 | 2/28/2017 | \$525,055.57 | \$525,055.57 | 1.00% | 365 | 21012 | South Story Bank | \$5,250.56 | \$5,211.44 | Renewed |
| 3/4/2016 | 3/3/2017 | \$500,000.00 | \$500,000.00 | 1.00% | 364 | 516992 | Exchange State Bank | \$4,986.30 | \$4,986.30 | Renewed |
| 3/5/2016 | 3/5/2017 | \$500,000.00 | \$500,000.00 | 1.00% | 365 | 516991 | Exchange State Bank | \$5,000.00 | \$5,000.00 | Renewed |
| 6/7/2016 | 6/7/2017 | \$1,000,000.00 | \$1,000,000.00 | 1.00% | 365 | | IPAIT | \$10,000.00 | | Moved to other acct |
| 6/22/2016 | 6/22/2017 | \$1,046,845.24 | \$1,046,845.24 | 1.25% | 365 | 20196 | South Story Bank | \$13,085.57 | \$12,939.97 | Renewed |
| 6/26/2016 | 6/26/2017 | \$517,500.89 | \$517,500.89 | 1.25% | 365 | 20868 | South Story Bank | \$6,468.76 | \$6,408.62 | Renewed |
| 9/12/2016 | 9/12/2017 | \$500,000.00 | \$500,000.00 | 1.10% | 365 | 59016353 | Vision Bank | \$5,500.00 | \$5,495.43 | Cashed In |
| 9/15/2016 | 9/15/2017 | \$500,000.00 | \$500,000.00 | 1.00% | 365 | 7877 | Maxwell State Bank | \$5,000.00 | \$5,000.00 | Renewed |
| 10/21/2016 | 10/21/2017 | \$502,493.15 | | 1.00% | 365 | 20450 | South Story Bank | \$5,024.93 | \$2,493.15 | |
| 10/21/2016 | 10/21/2017 | \$502,493.15 | | 1.00% | 365 | 20451 | South Story Bank | \$5,024.93 | \$2,493.15 | |
| 12/24/2016 | 12/24/2017 | \$502,871.91 | | 1.15% | 365 | 20511 | South Story Bank | \$5,783.03 | \$2,781.91 | Semi Annual |
| 12/30/2016 | 12/30/2017 | \$502,992.47 | | 1.20% | 365 | 20956 | South Story Bank | \$6,035.91 | \$2,992.47 | |
| 12/31/2016 | 12/31/2017 | \$502,868.56 | | 1.15% | 365 | 20519 | South Story Bank | \$5,782.99 | \$2,868.56 | |
| 2/28/2017 | 2/28/2018 | \$502,975.34 | | 1.20% | 365 | 21012 | South Story Bank | \$6,035.70 | \$2,975.34 | |
| 6/22/2017 | 6/22/2018 | \$1,046,845.24 | | 1.40% | 365 | 20196 | South Story Bank | \$14,655.83 | | |
| 6/26/2017 | 6/22/2018 | \$517,500.89 | | 1.40% | 365 | 20868 | South Story Bank | \$7,245.01 | | |
| 3/3/2017 | 3/2/2018 | \$500,000.00 | | 1.10% | 364 | 516992 | Exchange State Bank | \$5,484.93 | | |
| 3/5/2017 | 3/5/2018 | \$500,000.00 | | 1.10% | 365 | 516991 | Exchange State Bank | \$5,500.00 | | |
| 9/15/2017 | 9/15/2018 | \$500,000.00 | | 1.25% | 365 | 7877 | Maxwell State Bank | \$6,250.00 | | |
| | | \$14,823,469.24 | \$5,174,664.33 | | | | | | | |

Motor Vehicle Statistics

| | Title Transfers | Registration Renewals | CC/DOR Debt Revenue | Revenue Generated | Total Revenue | Expenses | Net to County General Fund |
|---------------|-----------------|-----------------------|---------------------|---------------------|---------------------|--------------------|----------------------------|
| Jul-17 | 1,800 | 9,290 | \$10.00 | \$62,011.34 | \$62,021.34 | \$22,997.66 | \$39,023.68 |
| Aug-17 | 2,144 | 9,203 | \$5.00 | \$62,321.75 | \$62,326.75 | \$23,416.16 | \$38,910.59 |
| Sep-17 | 1,747 | 8,877 | \$10.00 | \$59,681.66 | \$59,691.66 | \$23,317.00 | \$36,374.66 |
| Totals | 5,691 | 27,370 | \$25.00 | \$184,014.75 | \$184,039.75 | \$69,730.82 | \$114,308.93 |

In Office Payment Statistics

| July-September 2017 | | |
|-----------------------|-------------------------|---------------------|
| Receipt Type | Receipts Debit & Credit | Totals |
| Tax | 81 | \$68,019.08 |
| Vehicle | 1879 | \$365,870.39 |
| Misc | 15 | \$2,756.00 |
| Total Receipts | 1975 | \$436,645.47 |

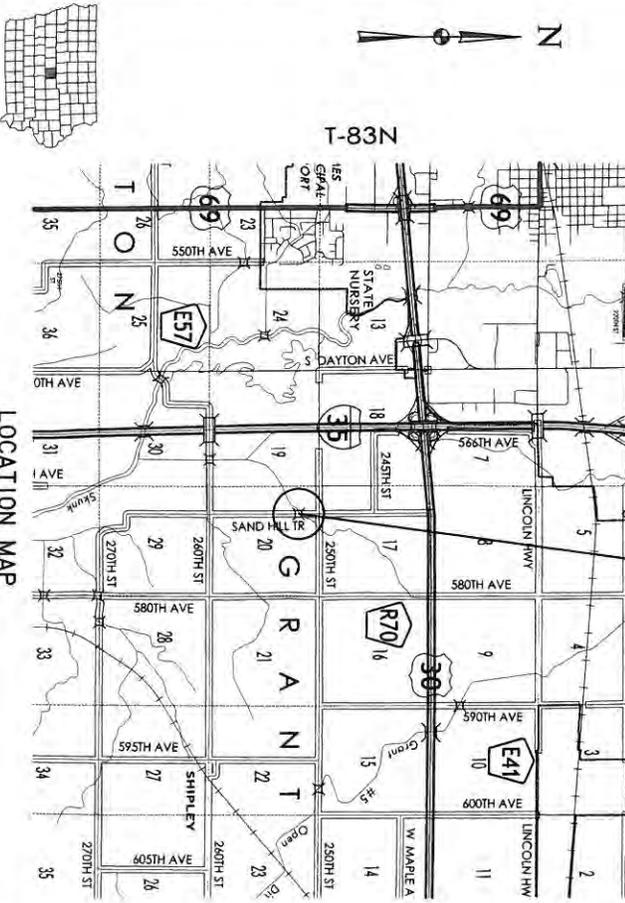
Collections for CC/DOR

| | Clerk of Court | Dept of Rev | Totals |
|---------------|-----------------|-----------------|-----------------|
| Jul-17 | \$90.00 | \$235.31 | \$325.31 |
| Aug-17 | \$120.00 | | \$120.00 |
| Sep-17 | \$39.00 | \$52.02 | \$91.02 |
| Totals | \$249.00 | \$287.33 | \$536.33 |

MONTHLY WEB STATS

| DATE | #MV CUST RENEW | #MV REGISTRATION FEES | ORGAN DONOR FEES | SERVICE FEES | TOTAL MV & FEES | #TAX CUST | #TAX PARCEL | TAX PAID | SERVICE FEES | TOTAL TAX & FEES | TOTAL CUST | TOTAL TO COUNTY | TOTAL SERVICE FEES |
|--------|----------------------|-----------------------------|------------------------|-----------------|--------------------|--------------|----------------|----------|-----------------|---------------------|---------------|--------------------|--------------------------|
| Jul-17 | 1225 | 1726 | \$261,906.50 | \$128.00 | \$2,961.37 | \$264,995.87 | 170 | 187 | \$37,049.26 | \$199.04 | 1395 | \$299,083.76 | \$3,160.41 |
| Aug-17 | 1290 | 1802 | \$282,130.00 | \$122.60 | \$3,188.84 | \$285,441.44 | 889 | 1128 | \$1,916,343.48 | \$3,050.40 | 2179 | \$2,198,596.08 | \$6,239.24 |
| Sep-17 | 1177 | 1686 | \$267,033.00 | \$80.00 | \$2,759.60 | \$269,872.60 | 1670 | 14492 | \$23,679,326.16 | \$10,980.11 | 2847 | \$23,946,439.16 | \$13,739.71 |

- LEGEND**
- INTERSTATE HIGHWAY
 - PRIMARY HIGHWAY
 - PORTLAND CEMENT CONCRETE ROAD
 - ASPHALT ROAD
 - BITUMINOUS ROAD
 - GRAVEL ROAD
 - EARTHEN ROAD
 - INTERSTATE HIGHWAY
 - UNITED STATES HIGHWAY
 - COUNTY HIGHWAY
 - STATE HIGHWAY
 - RAILROAD
 - PIPELINE
 - AIRPORT
 - HYDROLOGY
 - BRIDGE
 - STATE BOUNDARY
 - COUNTY BOUNDARY
 - CORPORATE BOUNDARY
 - TOWNSHIP LINE
 - SECTION LINE
 - ROAD NAMES
 - UNINCORPORATED PLACE



IOWADOT
 Highway Division
 PLANS OF PROPOSED IMPROVEMENTS ON THE
SECONDARY ROAD SYSTEM
 STORY COUNTY
 BRIDGE REPLACEMENT - CCS
SAND HILL TRAIL OVER UNNAMED STREAM
 S20-T83N-R23W

SEE PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS

PROJECT LOCATION
 BRIDGE 11-20-WX10
 FHWA #314720

ALL WORKING DRAWINGS INCLUDING SHOP DRAWINGS AND FALSEWORK DRAWINGS WILL BE CHECKED BY:
 WKS & CO.
 1421 S. BELL AVE., SUITE 103
 AMES, IOWA 50010-7710
 gmes@wks.com
 ELECTRONIC SUBMITTALS SHALL BE LIMITED TO IOWA ATTACHMENT FILE SIZE.

FOR ARMY CORPS PERMIT INFORMATION, REFER TO SHEET C1 IN THE ROAD PLANS.

Approved by Story County
 Board of Supervisors
 Accepted by:
 Story County Engineer
 11-9-17
 Date

ENGLISH STANDARD BRIDGE PLANS

| STANDARD | ISSUED | REVISED |
|------------|--------|---------|
| J30-04E-06 | 11-06 | 07-16 |
| J30-05E-06 | 11-06 | 07-09 |
| J30-20-06 | 11-06 | 06-12 |
| J30-21-06 | 11-06 | 07-09 |
| J30-23-06 | 11-06 | 05-14 |
| J30-24-06 | 11-06 | 07-09 |
| J30-25-06 | 11-06 | 10-13 |
| J30-29-06 | 11-06 | 07-09 |
| J30-43-06 | 11-06 | 12-08 |
| J30-44-06 | 11-06 | 07-16 |
| J30-48-06 | 12-08 | 07-16 |
| P10L | 01-09 | 11-15 |

REVISIONS

| NO. | DESCRIPTION |
|-------------------|----------------------------|
| 1 | TITLE SHEET |
| 2 | BRIDGE ESTIMATE SHEET |
| 2-7 | BRIDGE SHEETS |
| SFS-1-SFS-5 | SOIL BORING LOGS |
| C1 | ESTIMATE SHEET FOR ROADWAY |
| B1, C1-C2 | ROADWAY SHEETS |
| H1, J1, T1, W1-W3 | |

INDEX OF SHEETS

| NO. | DESCRIPTION |
|-------------------|----------------------------|
| 1 | TITLE SHEET |
| 2 | BRIDGE ESTIMATE SHEET |
| 2-7 | BRIDGE SHEETS |
| SFS-1-SFS-5 | SOIL BORING LOGS |
| C1 | ESTIMATE SHEET FOR ROADWAY |
| B1, C1-C2 | ROADWAY SHEETS |
| H1, J1, T1, W1-W3 | |



STANDARD ROAD PLANS

| STANDARD ROAD PLANS ARE LISTED ON SHEET NUMBER | DESIGN DATA RURAL |
|--|-----------------------------------|
| C1 | 2015 AADT 120 V.P.D. TRUCKS 0.2 % |

INDEX OF SEALS

| SHEET NO. | NAME | TYPE |
|------------------|--------------------|---------------------|
| 1 | JOSHUA J. OPHEIM | STRUCTURAL DESIGN |
| B1 | BRIAN J. BIRKLAND | ROADWAY DESIGN |
| SFS-1 | CARLOS M. SEVILLA | GEOTECHNICAL DESIGN |
| BRIDGE STANDARDS | NORMAN L. McDONALD | STRUCTURAL DESIGN |

STRUCTURAL DESIGN

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Signature: **Joshua J. Ophaim** Date: _____
 Printed or Typed Name: Joshua J. Ophaim
 My license renewal date is December 31, 2018

Pages or sheets covered by this seal: SHEETS 1 THRU 7

GENERAL NOTES:

THIS DESIGN IS FOR THE REPLACEMENT OF THE EXISTING 2-SPAN 39'x18' STEEL AND TIMBER STRINGER BRIDGE WITH A YEAR OF CONSTRUCTION OF 1940. NO EXISTING PLANS ARE AVAILABLE.

THE LUMP SUM BID FOR REMOVAL OF EXISTING BRIDGE SHALL INCLUDE COMPLETE REMOVAL OF THE BRIDGE DECK, BEAMS, PIER AND ABUTMENTS, INCLUDING REMOVAL OF CONCRETE ENCASUREMENT OF SOUTH CONCRETE ON BOLLARDS IN FRONT OF ABUTMENTS REQUIRED FOR PIER CONSTRUCTION. REMOVALS SHALL BE IN ACCORDANCE WITH SECTION 200.1 OF THE STANDARD SPECIFICATIONS.

FANIT LINES ON THE PLANS INDICATE THE EXISTING STRUCTURE.

UTILITY COMPANIES WHOSE FACILITIES ARE SHOWN ON THE PLANS OR WHOSE FACILITIES CROSS THE BRIDGE SHALL BE NOTIFIED BY THE BRIDGE CONTRACTOR OF THE STATING DATE.

IT SHALL BE THE BRIDGE CONTRACTOR'S RESPONSIBILITY TO PROVIDE SUFFICIENT EXCESS EXCAVATED MATERIAL, NO PAYMENT FOR OVERHALL WILL BE ALLOWED FOR MATERIAL Hauled TO THESE SITES.

EXCAVATION QUANTITIES ARE BASED ON THE ASSUMPTION THAT THE EXCAVATION BEING CONSTRUCTION IS COMPLETED PRIOR TO STARTING CONSTRUCTION OF THE ABUTMENTS AND PIERS.

ALL REINFORCING BARS AND BARS NOTED AS DOWELS SUPPLIED FOR THIS STRUCTURE SHALL BE DEFORMED REINFORCING UNLESS OTHERWISE NOTED OR SHOWN.

CLEAR DISTANCE FROM FACE OF CONCRETE TO NEAR REINFORCING BAR IS TO BE 2" UNLESS OTHERWISE NOTED OR SHOWN.

CERTIFIED PLANT INSPECTION IS REQUIRED FOR ALL STRUCTURAL CONCRETE.

A SPARE SAMPLE WAS TAKEN FROM THE STEEL BEAM TO GET AN INDICATION OF THE EXISTENCE OF AND STEEL DEPTH. TOTAL LEAD AND LEAD CHROMIUM ANALYSIS OF TOTAL LEAD ON THIS SAMPLE WAS 1.70 PARTS PER MILLION (PPM), ANALYSIS OF TOTAL CHROMIUM ON THIS SAMPLE WAS 1.70 PARTS PER MILLION (PPM). ANALYSIS OF TOTAL CHROMIUM ON THESE TWO SAMPLES CONSTITUTES EVEN LESS THAN THE EXISTENCE OF LEAD AND CHROMIUM. THESE RESULTS ARE NOTED FOR THE HEALTH AND SAFETY REQUIREMENTS. NO OTHER CONSTITUENTS WERE ANALYZED. THE PURPOSE OF OTHER ANALYSES AND CHEMICAL ANALYSES FOR THESE TWO TOXIC CONSTITUENTS.

TESTING FOR ASBESTOS WAS PERFORMED ON THIS BRIDGE. NO ASBESTOS WAS DETECTED IN THE SAMPLES TESTED.

FOR CLARITY, MOST SECTIONS SHOWN ON THE STANDARD SHEETS ARE FOR OPEN PIER BARRELS. HOWEVER, THESE SECTIONS WILL BE IDENTICAL TO THE STANDARD SHEETS FOR ANY MODIFICATIONS SHOWN ON SHEET JS-04-306 AND JS-04-44-06.

THE FLOOR SLAB AS SHOWN INCLUDES 1" INTEGRAL WEARING SURFACE. KEYWAY DIMENSIONS SHOWN ON THE PLANS ARE BASED ON NOMINAL DIMENSIONS UNLESS STATED OTHERWISE. IN ADDITION, THE REVEL USED ON THE KEYWAY SHALL BE LIMITED TO A MAXIMUM OF 10 DEGREES FROM VERTICAL.

THESE BRIDGE PLANS LABEL ALL REINFORCING STEEL WITH ENGLISH NOTATION (e.g. 1" INCH DIAMETER BAR, ENGLISH REINFORCING STEEL DESIGNATION). THE "BAR DESIGNATION" IS THE STAMPED IMPRESSION ON THE REINFORCING BARS, AND IS EQUIVALENT TO THE BAR DIAMETER IN MILLIMETERS.

ENGLISH SIZE 3 4 5 6 7 8 9 10 11
BAR DESIGNATION 10 13 16 19 22 25 29 32 35

THE ABUTMENTS FOR THESE BRIDGES ARE BUILT INTEGRAL WITH THE SUPERSTRUCTURE. PROVISIONS FOR IMPROVEMENTS AND PROBLEM JOINT REPAIRS, IF APPROACH PAVING IS PLACED IN THE FUTURE.

PIER IN-ONE-PIECE STEEL PILE POINTS ARE REQUIRED FOR THE PIER SLEETS. ONLY 4" DIA. PILE POINTS ARE REQUIRED FOR THE PIER STANDARD SPECIFICATIONS AND MATERIALS T.L. 488.

THE PIER PILE ENCASUREMENTS ARE TO BE AS DETAILLED AND NOTED ON THE STANDARD SHEETS. THE PIER PILE ENCASUREMENTS SHALL BE FULL PAYMENT FOR FURNISHING AND PLACING ALL MATERIAL AND NECESSARY EXCAVATION. THE PIER ENCASUREMENTS ARE TO EXTEND FROM THE BOTTOM OF PIER CAP TO THE TOP OF THE PIER.

SPECIFICATIONS:

DESIGN ASHTO LRFD, SERIES OF 2004 WITH INTERIM 2005.

CONSTRUCTION (IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2004 WITH INTERIM 2005). DEVELOPMENTAL SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.

DESIGN STRESSES:

DESIGN STRESSES FOR THE FOLLOWING MATERIALS ARE IN ACCORDANCE WITH THE ASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 3RD EDITION, SERIES OF 2004.

REINFORCING STEEL IN ACCORDANCE WITH LRFD ASHTO SECTION 5, GRADE 60.

CONCRETE IN ACCORDANCE WITH LRFD ASHTO SECTION 5, F_c = 3,500 PSI.

n = 9 FOR TENSION STEEL.

z_n = 18 FOR COMPRESSION STEEL.

HL-93 LIVE LOAD PLUS 20 LBS. PER SQ. FT. FOR FUTURE WEARING SURFACE.

END SPAN LENGTH IS USED TO CALCULATE EQUIVALENT WIDTH IN LIVE LOAD DISTRIBUTION.

SIX FOOT OF APPROACH SLAB DEAD & LIVE LOAD INCLUDED IN ABUTMENT LOADS.

CONTROL OF CRACKING BY DISTRIBUTION OF REINFORCEMENT FOR SLAB DESIGN BASED ON PRE 2005 LRFD INTERIMS.

ESTIMATED BRIDGE QUANTITIES

| ITEM NO. | ITEM CODE | ITEM | UNITS | QUANTITY | AS BUILT QUANTITY |
|----------|--------------|--|-------|----------|-------------------|
| 1 | 2401-6145825 | REMOVAL OF EXISTING BRIDGE | L.S. | 1.00 | |
| 2 | 2402-2120000 | EXCAVATION, CLASS 20 | CY | 123 | |
| 3 | 2403-0100010 | STRUCTURAL CONCRETE (BARBED) | LB | 175.6 | |
| 4 | 2404-1715000 | REINFORCING STEEL | LB | 102 | |
| 5 | 2414-642422 | CONCRETE (GRAVEL), EPOXY COATED | LB | 46,911 | |
| 6 | 2501-0201042 | PILES, STEEL, HP 14 X 73 | LF | 183.2 | |
| 7 | 2501-0201423 | PILES, STEEL, HP 14 X 73 | LF | 915 | |
| 8 | 2501-5478073 | CONCRETE ENCASUREMENT OF STEEL PILES, HP 14 X 73 (PILOT, TYPE 3) | LF | 261 | |
| 9 | 2507-3250005 | ENGINEERING FABRIC | SY | 732.1 | |
| 10 | 2507-6800061 | REVEITEMENT, CLASS E | TON | 780.9 | |
| 11 | 2533-4980005 | MOBILIZATION | L.S. | | 1.00 |
| 12 | | | | | |

ESTIMATE REFERENCE INFORMATION

DATA LISTED BELOW IS FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT CONSTITUTE A BASIS FOR ANY EXTRA WORK ORDERS.

ITEM NO. DESCRIPTION

- SEE GENERAL NOTES FOR DESCRIPTION OF REQUIRED REMOVALS.
- INCLUDES ALL RESILIENT JOINT FILLER REQUIRED, INCLUDES FURNISHING AND PLACING SUBGRAIN (INCLUDING EXCAVATION), FLOODABLE BACKFILL, POROUS BACKFILL, GEOTEXTILE FABRIC, WATER FLOODING AND SUBGRAIN OUTLET AT ABUTMENTS. INCLUDES FURNISHING AND PLACING 3 INCH DIAMETER PVC PLASTIC PIPE AND EXPANDING FOAM IN THE ABUTMENT WINGS. INCLUDES FURNISHING AND PLACING 3 INCH DIAMETER PVC PLASTIC PIPE AND EXPANDING FOAM IN THE ABUTMENT WINGS. INSTALLING ENGINEERING FABRIC, MACRO FIBER REINFORCED POLYMER (MFRP) AND STAPLED FABRIC. APPLYING CONCRETE SEALER AS SHOWN ON SHEET JS-04-04-06. CERTIFIED PLANT INSPECTION IS REQUIRED. SECTION 2428 BRIDGE DECK SMOOTHNESS REQUIREMENTS DO NOT APPLY TO THIS PROJECT.
- PILE SPIRALS AND SPACERS ARE TO BE NON-COATED REINFORCING BUT MAY BE EPOXY COATED AT THE CONTRACTOR'S OPTION AND EXPENSE.
- BARRIER RAILS SHALL USE CLASS C MIX. PRICE BID FOR THIS ITEM SHALL INCLUDE THE COST OF CAST-IN-PLACE FORMS FOR PLACEMENT OF THE CONCRETE. CERTIFIED PLANT INSPECTION IS REQUIRED.
- CAP STEEL IS REQUIRED. PILE POINTS ARE SPECIFIED FOR EMBANKMENT EROSION CONTROL IN ACCORDANCE WITH ARTICLE 498.01.01.5, OF THE STANDARD SPECIFICATIONS. ESTIMATED AT 1.6 TON/CY.

BRIDGE DECK DIMENSION TABLE

| ITEM | UNITS | QUANTITY |
|----------------------|-------|----------|
| 1 DECK LENGTH | L.F. | 80.9 |
| 2 MINIMUM DECK WIDTH | L.F. | 33.2 |
| 3 MAXIMUM DECK WIDTH | L.F. | 33.2 |
| 4 DECK AREA | S.F. | 2,682 |

- DECK LENGTH IS MEASURED FROM FACE-TO-FACE OF PAVING NOTCHES ALONG THE CENTERLINE OF THE ROADWAY.
- DECK WIDTHS ARE MEASURED PERPENDICULAR TO THE CENTERLINE OF ROADWAY.
- DECK AREA IS TO BE BASED ON THE FACE-TO-FACE PAVING NOTCH DISTANCE AND OUT-TO-OUT DECK DIMENSIONS.

SHOP DRAWING SUBMITTALS

SHOP DRAWINGS SHALL BE SUBMITTED FOR THE FOLLOWING ITEMS SHOWN IN THE TABLE BELOW (NOTE: ADDITIONAL SHOP DRAWINGS MAY BE REQUIRED IN ACCORDANCE WITH ARTICLE 105.03 OF THE STANDARD SPECIFICATIONS).

SUBMITTAL REQUIREMENTS FOR SHOP DRAWINGS SHOULD BE IN ACCORDANCE WITH ARTICLE 105.03 OF THE STANDARD SPECIFICATIONS AND THE IOWA DEPARTMENT OF TRANSPORTATION.

SHOP DRAWINGS SHALL BE SUBMITTED WITH THE FOLLOWING NAMING CONVENTION:
(parent, County, DesignNumber, SubmitToDescription.pdf
Example: 0301, Boone, Design15, Deck1.dms.pdf

| ITEM | SLAB FALSEWORK PLANS |
|------|----------------------|
| 1 | |

OTHER SUBMITTALS

THE CONTRACTOR SHALL PROVIDE SUBMITTALS FOR THE FOLLOWING ITEMS SHOWN IN THE TABLE BELOW.

REQUIREMENTS FOR THE FOLLOWING SUBMITTALS SHALL BE IN ACCORDANCE WITH THE DESIGN PLANS.

| ITEM | PILE HAMMER INFORMATION |
|------|-------------------------|
| 1 | |

BRIDGE STANDARD SHEETS ARE AVAILABLE FROM THE IOWA DEPARTMENT OF TRANSPORTATION WEBSITE: <http://www.iowadot.gov/bridge/county/03std.htm>

TRAFFIC CONTROL PLAN

NOTE: THE ROADWAY WILL BE CLOSED TO TRAFFIC DURING THE TIME OF CONSTRUCTION. THE TRAFFIC CONTROL PLAN IS REVISIONS IN THESE PLANS.

ROADWAY QUANTITIES SHOWN ELSEWHERE IN THESE PLANS.

DESIGN FOR 15' SKEW (R.A.)

80'-0" X 30'-6" CONTINUOUS CONCRETE SLAB BRIDGE

24'-6" END SPANS

ESTIMATED QUANTITIES & GENERAL NOTES

31'-0" INTERIOR SPAN

STORY COUNTY

DECEMBER, 2017

IOWA DEPARTMENT OF TRANSPORTATION - HIGHWAY DIVISION

DESIGN SHEET NO. 1 OF 5 FILE NO.

STORY COUNTY

PROJECT NUMBER: BROS-C0851441-81-85

SHEET NUMBER: 2



SUMMARY OF CONCRETE QUANTITIES

| LOCATION | STRUCTURAL CONCRETE | IPC STRUCT. CONCRETE |
|-----------------------------------|---------------------|----------------------|
| SOUTH ABUT. FTG. | 11.5 | ***** |
| NORTH ABUT. FTG. | 11.5 | ***** |
| SLAB + MONOLITHIC PIER CAP** | 152.6 | ***** |
| **INCLUDES WINGS AND PAVING BLOCK | | |
| TOTAL (CU. YDS.) | 175.6 | ***** |

SUMMARY OF REINFORCING STEEL

| LOCATION | NON-COATED REINFORCING STEEL | STAINLESS STEEL REINFORCING STEEL | EPOXY COATED REINFORCING STEEL |
|-----------------------------------|------------------------------|-----------------------------------|--------------------------------|
| SLAB + MONOLITHIC PIER CAP** | | | 38,016 |
| BARBER RAIL | | | 5,799 |
| SOUTH ABUT. FTG. | 51 | ***** | 1,528 |
| NORTH ABUT. FTG. | 51 | ***** | 1,528 |
| **INCLUDES WINGS AND PAVING BLOCK | | | |
| TOTAL (LBS.) | 102 | ***** | 46,871 |

SUMMARY OF EXCAVATION

| LOCATION | CLASS 20 EXCAVATION | CLASS 21 EXCAVATION |
|------------------|---------------------|---------------------|
| WEST ABUT. FTG. | 61.4 | |
| EAST ABUT. FTG. | 61.4 | |
| TOTAL (CU. YDS.) | 123 | 0.0 |

SUMMARY OF FOUNDATIONS

| LOCATION | SUBSTRUCTURE TYPE | FOUNDATION TYPE | NUMBER | LENGTH (LIN. FT.) | TOTAL (LIN. FT.) |
|------------------|-------------------|-----------------|--------|-------------------|------------------|
| SOUTH ABUT. FTG. | INTEGRAL ABUTMENT | HP10x42 | 5 | 55 | 275 |
| NORTH ABUT. FTG. | INTEGRAL ABUTMENT | HP10x42 | 5 | 60 | 300 |
| PIER #1 | PILE BENT PIER | HP14x73 | 7 | 65 | 455 |
| PIER #2 | PILE BENT PIER | HP14x73 | 7 | 65 | 455 |



Engineering + Planning + Cost Services

DESIGN FOR 15° SKEW (R.A.)
 80'-0" X 30'-6" CONTINUOUS
 CONCRETE SLAB BRIDGE
 24'-6" END SPANS
 31'-0" INTERIOR SPAN
 SUMMARY QUANTITIES SHEET
 STA. 103+05.00
 STORY COUNTY
 IOWA DEPARTMENT OF TRANSPORTATION - HIGHWAY DIVISION
 DECEMBER, 2017
 DESIGN SHEET NO. 2 OF 5 FILE NO.

NOTES:

TOP OF BRIDGE DECK CROWN IS 0.03' BELOW PROFILE GRADE.
 CLASS E REINVENTION STONE IS EMBEDDED BELOW GRADING SURFACE.

| | | |
|-----|---------------------------|-----------------|
| 920 | CLASS E REINVENTION STONE | 2'-0" THICKNESS |
| 910 | CLASS E REINVENTION STONE | 2'-0" THICKNESS |
| 900 | CLASS E REINVENTION STONE | 2'-0" THICKNESS |
| 890 | CLASS E REINVENTION STONE | 2'-0" THICKNESS |
| 880 | CLASS E REINVENTION STONE | 2'-0" THICKNESS |
| 870 | CLASS E REINVENTION STONE | 2'-0" THICKNESS |

LONGITUDINAL SECTION ALONG C BRIDGE

101+00 102+00 103+00 104+00 105+00

PROPOSED GRADE C BRIDGE

HYDRAULIC DATA

DRAINAGE AREA = 1.78 SQ MI.
 MAIN CHANNEL SLOPE = 30.8 FT./MI.
 SITE STREAM SLOPE = 201.01 FT./FT.
 AVG. LOW WATER STAGE = 886.8

Q₁₀ = 2,010 CFS
 STAGE = 895.33
 AVG. BRIDGE VELOCITY = 6.6 FPS

E.O.P. STA. 105+75.00

Q₁₀₀ = 2,530 CFS
 STAGE = 896.30
 AVG. BRIDGE VELOCITY = 7.8 FPS

Q₅₀₀ = 3,195 CFS (INTERPOLATED)
 STAGE = 898.92
 AVG. BRIDGE VELOCITY = 9.0 FPS
 CALCULATED DESIGN SCOUR = 876.35

Q₉₉₉ = 4,020 CFS
 STAGE = 897.24
 AVG. BRIDGE VELOCITY = 10.6 FPS
 CALCULATED CHECK SCOUR = 876.15
 OVERTOPPING > 500 YEAR FLOW

BOTTOM OF PIER CAP ELEVATIONS

| LOCATION | PIER 1 | PIER 2 |
|----------------|--------|--------|
| WEST EXT. PILE | 90.66 | 90.20 |
| ROADWAY | 90.84 | 90.41 |
| EAST EXT. PILE | 90.50 | 90.11 |

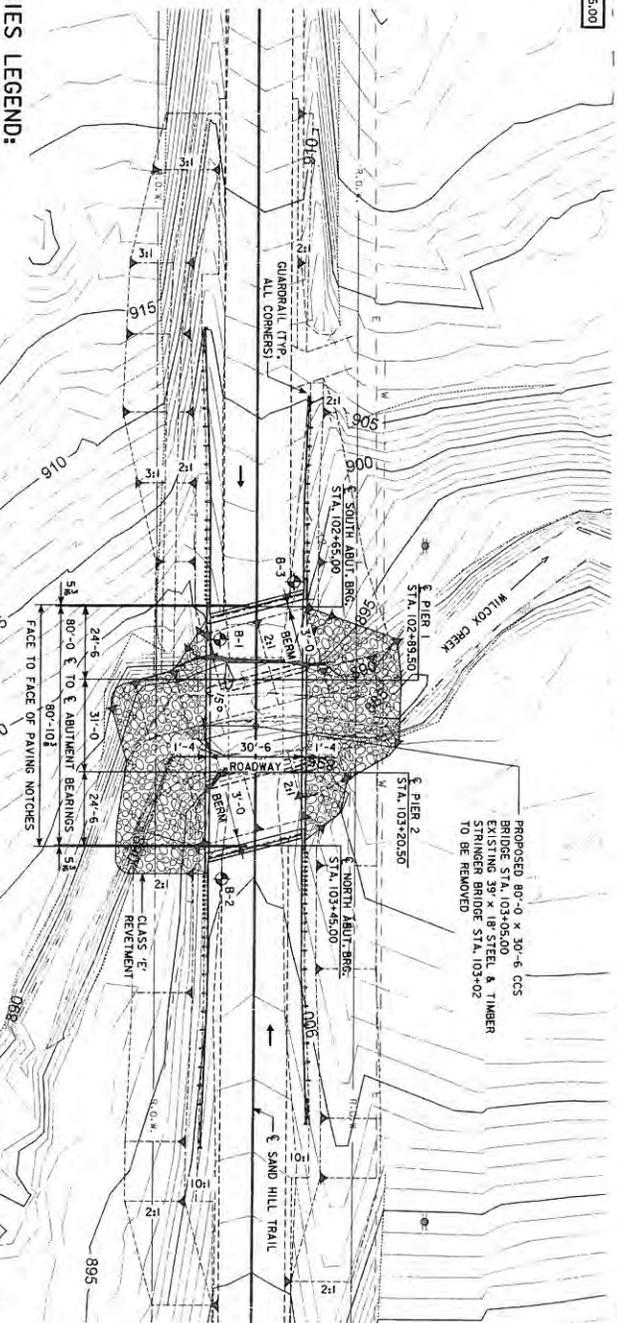
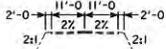
TRAFFIC ESTIMATE

2015 AADT 120 V.P.D.

LOCATION

SAND HILL TRAIL OVER
 WILCOX CREEK
 T-83N, R-23W
 SECTION 20
 GRANT TOWNSHIP
 STORY COUNTY
 IOWA
 PROJECT NO. 14720
 DRAWING NO. 433555586-9
 LONGITUDE: 93.5555586°

TYP. APPROACH SECTION



UTILITIES LEGEND:

- W CENTRAL IOWA WATER ASSOCIATION
- T CENTURYLINK
- T2 WINDSTREAM COMMUNICATIONS
- CONSUMERS ENERGY

SITUATION PLAN



SOIL TEST HOLE

NOTE: SEE SHEET H.I. FOR PROPOSED R.O.W. LIMITS

| | | | | | |
|---------------------------------|-------------------------------------|------------------------|------------------|-------------------|-------------|
| WATER LEVEL OBSERVATIONS | PROJECT | DRILLER | LOGGER | JOB NO. | DATE |
| During Drilling | Sand Hill Trail Bridge | Morrissey | Jaritz | 02-17-00.0 | 9/28/17 |
| End of Drilling | LOCATION | DRILLING METHOD | DRILL RIG | BORING NO. | |
| | Sand Hill Trail & RTE. 30, Ames, IA | 3.25' HSA | CME 55 | B-1 | |
| | LOCATION OF BORING | TYPE OF SURFACE | ELEVATION | DEPTH | |
| | see Boring Location Plan | gravel | 901.0' | 42.5' | |

| DEP (ft.) | COLOR | MOIST. | CONSIST. | SOIL TYPE | GEOLOGIC ORIGIN | REMARKS | SAMPLE DATA | | | | LABORATORY DATA | | | | |
|-----------|--------------------|----------------|----------|-------------|-----------------|-------------------------------|---------------|--------|-----------|-----------|-----------------|----------|--|--|--|
| | | | | | | | NO. & SPT REC | MC (%) | 1/4" (in) | 1/2" (in) | LIPT (ft) | DEP (ft) | | | |
| 5 | dark brown | slightly moist | hard | lean clay | glacial till | IDOT Class very firm sandy | S-7 | 19 | | | | | | | |
| 10 | brown | slightly moist | firm | clayey sand | alluvium | IDOT Class clayey sand | U-3 | 12 | 13.2 | 105.1 | | | | | |
| 15 | dark grayish brown | moist | hard | lean clay | glacial till | IDOT Class very firm sandy | U-4 | 12 | 14.0 | 122.0 | | | | | |
| 20 | | | | | | IDOT Class firm sandy glacial | S-5 | 16 | 13.0 | | | | | | |
| 25 | dark gray | | | | | IDOT Class firm sandy glacial | S-8 | 24 | 13.3 | | | | | | |

| | | | | | |
|---------------------------------|-------------------------------------|------------------------|------------------|-------------------|-------------|
| WATER LEVEL OBSERVATIONS | PROJECT | DRILLER | LOGGER | JOB NO. | DATE |
| During Drilling | Sand Hill Trail Bridge | Morrissey | Jaritz | 02-17-00.0 | 9/28/17 |
| End of Drilling | LOCATION | DRILLING METHOD | DRILL RIG | BORING NO. | |
| | Sand Hill Trail & RTE. 30, Ames, IA | 3.25' HSA | CME 55 | B-1 (cont.) | |
| | LOCATION OF BORING | TYPE OF SURFACE | ELEVATION | DEPTH | |
| | see Boring Location Plan | gravel | 901.0' | 42.5' | |

| DEP (ft.) | COLOR | MOIST. | CONSIST. | SOIL TYPE | GEOLOGIC ORIGIN | REMARKS | SAMPLE DATA | | | | LABORATORY DATA | | | | |
|-----------|-----------|----------------|----------|-----------|-----------------|--|---------------|--------|-----------|-----------|-----------------|----------|--|--|--|
| | | | | | | | NO. & SPT REC | MC (%) | 1/4" (in) | 1/2" (in) | LIPT (ft) | DEP (ft) | | | |
| 30 | dark gray | slightly moist | hard | lean clay | glacial till | IDOT Class very firm sandy | S-7 | 19 | | | | | | | |
| 35 | | | | | | IDOT Class very firm sandy | S-8 | 24 | 13.3 | | | | | | |
| 40 | | | | | | IDOT Class cohesive or glacial | S-9 | 84 | | | | | | | |
| 45 | | | | | | bottom of bore @ 42.5' auger refusal 42.5' | S-10 | 500* | | | | | | | |



GEOTECHNICAL DESIGN

I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Signature: **Carlos M. Sevilla** Date: _____

Printed or Typed Name: _____

My license renewal date is December 31, 2017

Pages or sheets covered by this seal: SPS.1-SPS.5

DESIGN FOR 15' STEEL (R.A.)

80'-0" X 30'-6" CONTINUOUS CONCRETE SLAB BRIDGE

24'-6" END SPANS

31'-0" INTERIOR SPAN

SOIL BORING LOG

STORY COUNTY

LOWA DEPARTMENT OF TRANSPORTATION - HIGHWAY DIVISION

DESIGN SHEET NO. _____ OF _____ FILE NO. _____

DESIGN NO. _____

DECEMBER, 2017

| WATER LEVEL OBSERVATIONS | PROJECT | DRAWER | LOGGER | JOB NO. | DATE |
|--------------------------|------------------------------------|-----------------|-----------|-----------|-----------|
| During Drilling 14.8' | Sand Hill Trail Bridge | Morrissey | Jeniz | 0217100.0 | 9/28/17 |
| End of Drilling 21.4' | LOCATION | DRELLING METHOD | BRILL RIG | CME 55 | BORING NO |
| | Sand Hill Trail & RTE. 30 Ames, IA | 3.25' HSA | ELEVATION | 899.5' | DEPTH |
| | LOCATION OF BORING | TYPE OF SURFACE | | | |
| | see Boring Location Plan | gravel | | | |

| DEPTH (ft) | COLOR | MOIST | CONSIST | SOIL TYPE | GEOLOGIC ORIGIN | REMARKS | NO. & SPT TYPE | SPT REC (ft) | MC (%) | LC (%) | LI (%) | CLASS (ft) | DEPTH (ft) |
|------------|---------------|-------|--------------|-------------|-----------------|--------------------------------|----------------|--------------|--------|--------|--------|------------|------------|
| 14.8 | dark gray | wet | medium dense | clayey sand | glacial till | IDOT Class cohesive or glacial | S-12 | 33 | | | | | 59 |
| 21.4 | grayish brown | wet | very dense | silty sand | glacial till | IDOT Class cohesive or glacial | S-13 | 70 | | | | | 80 |
| 22.0 | | | | | | IDOT Class very firm sandy | S-14 | 22 | | | | | 66 |
| 23.0 | | | | | | IDOT Class very firm sandy | S-15 | 18 | | | | | 70 |
| 24.0 | | | | | | IDOT Class very firm sandy | S-16 | 21 | | | | | 75 |

| WATER LEVEL OBSERVATIONS | PROJECT | DRAWER | LOGGER | JOB NO. | DATE |
|--------------------------|------------------------------------|-----------------|-----------|-----------|-----------|
| During Drilling 14.8' | Sand Hill Trail Bridge | Morrissey | Jeniz | 0217100.0 | 9/28/17 |
| End of Drilling 21.4' | LOCATION | DRELLING METHOD | BRILL RIG | CME 55 | BORING NO |
| | Sand Hill Trail & RTE. 30 Ames, IA | 3.25' HSA | ELEVATION | 899.5' | DEPTH |
| | LOCATION OF BORING | TYPE OF SURFACE | | | |
| | see Boring Location Plan | gravel | | | |

| DEPTH (ft) | COLOR | MOIST | CONSIST | SOIL TYPE | GEOLOGIC ORIGIN | REMARKS | NO. & SPT TYPE | SPT REC (ft) | MC (%) | LC (%) | LI (%) | CLASS (ft) | DEPTH (ft) |
|------------|---------------|-------|--------------|------------|-----------------|--------------------------------|----------------|--------------|--------|--------|--------|------------|------------|
| 14.8 | grayish brown | wet | medium dense | silty sand | glacial till | IDOT Class very firm sandy | S-17 | 50 | | | | | 85 |
| 21.4 | | | | | | IDOT Class cohesive or glacial | | | | | | | 85 |
| 22.0 | | | | | | bottom of hole @ 80' | | | | | | | 100 |

DESIGN FOR 15° SKEW (R.A.)
80'-0" X 30'-6" CONTINUOUS CONCRETE SLAB BRIDGE
 24'-6" END SPANS
 31'-0" INTERIOR SPAN
SOIL BORING LOG
 STA. 103+05.00
 STORY COUNTY
 IOWA DEPARTMENT OF TRANSPORTATION - HIGHWAY DIVISION
 DESIGN NO. _____ OF _____ FILE NO. _____
 SHEET NUMBER **SPS.3**

| WATER LEVEL OBSERVATIONS | PROJECT | DRILLER | LOGGER | JOB NO. | DATE | | | | | | | |
|---------------------------------|-------------------------------------|-----------------|-----------|------------|-----------------|-----------------------------------|-------------------------|--------|--------------------|----------------------|----------------------|----------|
| During Drilling 52.3' | Sand Hill Trail Bridge | Montesey | Jantz | 02-17100.0 | 9/27/17 | | | | | | | |
| End of Drilling 32.6' | LOCATION | DRILLING METHOD | DRILL RIG | BORING NO. | | | | | | | | |
| | Sand Hill Trail & RTE. 30, Ames, IA | 3.25 HSA | CME 55 | B-3 | | | | | | | | |
| | LOCATION OF BORING | TYPE OF SURFACE | ELEVATION | DEPTH | | | | | | | | |
| | see Boring Location Plan | gravel | 901.4' | 80' | | | | | | | | |
| Boring backfilled with cuttings | | | | | | | | | | | | |
| VISUAL MANUAL DESCRIPTION | | | | | | | | | | | | |
| DEP (ft) | COLOR | MOIST. | CONSIST. | SOIL TYPE | GEOLOGIC ORIGIN | REMARKS | NO. & SPT REC TYPE (ft) | MC (%) | Y _c (%) | L ₅₀ (ft) | U ₅₀ (ft) | DEP (ft) |
| 5 | brown | moist | firm | lean clay | alluvium | IDOT Class silty sand | U-3 | 6 | 14.8 | 11.52 | | 10 |
| 10 | brown | moist | firm | lean clay | alluvium | IDOT Class silty sand | U-3 | 6 | 14.8 | 11.52 | | 10 |
| 15 | light brown | moist | firm | lean clay | glacial till | IDOT Class stiff silty clay | U-4 | 12 | | | | 15 |
| 20 | dark gray | moist | very hard | lean clay | glacial till | IDOT Class very firm glacial clay | S-5 | 28 | | | | 20 |
| 25 | | | | | | IDOT Class very firm glacial clay | S-6 | 28 | | | | 25 |

| WATER LEVEL OBSERVATIONS | PROJECT | DRILLER | LOGGER | JOB NO. | DATE | | | | | | | |
|---------------------------------|-------------------------------------|-----------------|-----------|------------|-----------------|-----------------------------------|-------------------------|--------|--------------------|----------------------|----------------------|----------|
| During Drilling 52.3' | Sand Hill Trail Bridge | Montesey | Jantz | 02-17100.0 | 9/27/17 | | | | | | | |
| End of Drilling 32.6' | LOCATION | DRILLING METHOD | DRILL RIG | BORING NO. | | | | | | | | |
| | Sand Hill Trail & RTE. 30, Ames, IA | 3.25 HSA | CME 55 | B-3(Cont.) | | | | | | | | |
| | LOCATION OF BORING | TYPE OF SURFACE | ELEVATION | DEPTH | | | | | | | | |
| | see Boring Location Plan | gravel | 901.4' | 80' | | | | | | | | |
| Boring backfilled with cuttings | | | | | | | | | | | | |
| VISUAL MANUAL DESCRIPTION | | | | | | | | | | | | |
| DEP (ft) | COLOR | MOIST. | CONSIST. | SOIL TYPE | GEOLOGIC ORIGIN | REMARKS | NO. & SPT REC TYPE (ft) | MC (%) | Y _c (%) | L ₅₀ (ft) | U ₅₀ (ft) | DEP (ft) |
| 30 | | | | | | IDOT Class very firm glacial clay | S-7 | 23 | | | | 30 |
| 35 | | | | | | IDOT Class very firm glacial clay | S-8 | 21 | 13.8 | | | 35 |
| 40 | | | | | | IDOT Class very firm glacial clay | S-9 | 19 | | | | 40 |
| 45 | | | | | | IDOT Class very firm glacial clay | S-10 | 20 | | | | 45 |
| 50 | | | | | | IDOT Class firm glacial clay | S-11 | 10 | | | | 50 |

DESIGN FOR 15° SKEW (R.A.)
 80'-0" X 30'-6" CONTINUOUS
 CONCRETE SLAB BRIDGE
 31'-0" INTERIOR SPAN
 S01L BORING LOG
 STORY COUNTY
 DECEMBER, 2017

STATION: STA. 103+05.00
 24'-6" END SPANS
 IOWA DEPARTMENT OF TRANSPORTATION - HIGHWAY DIVISION
 DESIGN SHEET NO. OF FILE NO.
 SHEET NUMBER SPS.4

| | | | | | |
|--------------------------|-------------------------------------|-----------------|-----------|-------------|---------|
| WATER LEVEL OBSERVATIONS | PROJECT | DRILLER | LOGGER | JOB NO. | DATE |
| During Drilling 52.3' | Sand Hill Trail Bridge | Morrissey | Jamiz | 02.17.100.0 | 9/27/17 |
| End of Drilling 32.6' | LOCATION | DRILLING METHOD | DRILL RIG | BOHRING NO. | |
| | Sand Hill Trail & RTE. 30, Ames, IA | 3.25' HSA | CME 55 | B-3(con.) | |
| | LOCATION OF BORING | TYPE OF SURFACE | ELEVATION | DEPTH | |
| | see Boring Location Plan | gravel | 901.4' | 80' | |

| DEPTH (ft) | COLOR | MOIST | CONSIST | SOIL TYPE | GEOLOGIC ORIGIN | REMARKS | SAMPLE DATA | | | | LABORATORY DATA | | | | | |
|------------|------------|-------|--------------|-------------------------------|-----------------|-----------------------------------|---------------|--------|----------------------|----------------------|-----------------|----------|-------|------------|--|--|
| | | | | | | | NO. & SPT REC | MC (%) | q _s (psf) | U ₅₀ (ft) | LLPI (%) | PLPI (%) | CLASS | DEPTH (ft) | | |
| 52.3 | dark gray | wet | very hard | lean clay | glacial till | IDOT Class firm glacial clay | | | | | | | | | | |
| 55 | | | very loose | silty sand | | IDOT Class firm sandy glacial | | | | | | | | | | |
| 58 | | | dense | poorly graded sand with W/S&M | | IDOT Class cohesive or glacial | | | | | | | | | | |
| 65 | | | | | | IDOT Class cohesive or glacial | | | | | | | | | | |
| 70 | light gray | | medium dense | silty sand | | IDOT Class very firm sandy | | | | | | | | | | |
| 75 | | | | | | IDOT Class very firm sandy | | | | | | | | | | |

| | | | | | |
|--------------------------|-------------------------------------|-----------------|-----------|-------------|---------|
| WATER LEVEL OBSERVATIONS | PROJECT | DRILLER | LOGGER | JOB NO. | DATE |
| During Drilling 52.3' | Sand Hill Trail Bridge | Morrissey | Jamiz | 02.17.100.0 | 9/27/17 |
| End of Drilling 32.6' | LOCATION | DRILLING METHOD | DRILL RIG | BOHRING NO. | |
| | Sand Hill Trail & RTE. 30, Ames, IA | 3.25' HSA | CME 55 | B-3(con.) | |
| | LOCATION OF BORING | TYPE OF SURFACE | ELEVATION | DEPTH | |
| | see Boring Location Plan | gravel | 901.4' | 80' | |

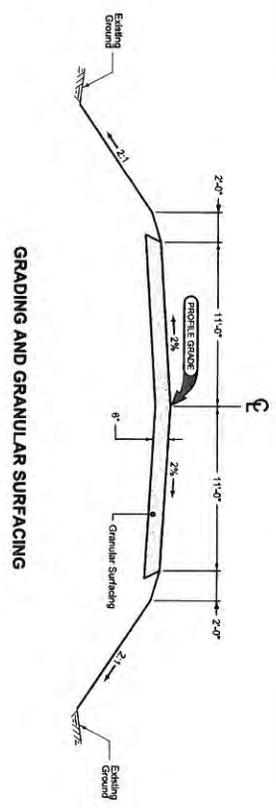
| DEPTH (ft) | COLOR | MOIST | CONSIST | SOIL TYPE | GEOLOGIC ORIGIN | REMARKS | SAMPLE DATA | | | | LABORATORY DATA | | | | | |
|------------|------------|-------|--------------|------------|-----------------|-------------------------------|---------------|--------|----------------------|----------------------|-----------------|----------|-------|------------|--|--|
| | | | | | | | NO. & SPT REC | MC (%) | q _s (psf) | U ₅₀ (ft) | LLPI (%) | PLPI (%) | CLASS | DEPTH (ft) | | |
| 80 | light gray | wet | medium dense | silty sand | glacial till | IDOT Class very firm sandy | | | | | | | | | | |
| 85 | | | dense | | | IDOT Class very firm sandy | | | | | | | | | | |
| 90 | | | | | | IDOT Class very firm sandy | | | | | | | | | | |
| 95 | | | | | | IDOT Class very firm sandy | | | | | | | | | | |
| 100 | | | | | | IDOT Class very firm sandy | | | | | | | | | | |

DESIGN FOR 15° SKEW (G.A.)
80'-0" X 30'-6" CONTINUOUS CONCRETE SLAB BRIDGE
 24'-6" END SPANS
 31'-0" INTERIOR SPAN
SOIL BORING LOG
 STA. 103+05.00
 STORY COUNTY
 IOWA DEPARTMENT OF TRANSPORTATION - HIGHWAY DIVISION
 DESIGN NO. 1117.2017
 SHEET NUMBER SPS.5



| STATION TO STATION | | GRANULAR SURFACING (TON) |
|--------------------|-----------|--------------------------|
| 100+95.00 | 102+64.57 | 130.6 |
| 103+45.43 | 105+75.00 | 176.8 |
| | | |
| | | |

① Calculated at 140 lb/ft³



WHKS-1

I hereby certify that this plan was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer in the State of Iowa. My license expires on the date 31, 2018.

NOT FOR CONSTRUCTION

By: Brian J. Birkland, P.E.
 Title: Professional Engineer
 Date: 12/31/2018

Project: B.1, C.1-C.2, D.1-D.2, G.1, H.1, J.1, T.1, W.1-W.3
 Drawn by this seal: _____

STEEL BEAM GUARDRAIL AT CONCRETE BARRIER OR BRIDGE RAIL END SECTION

1) Lane(s) to which the obstacle is adjacent.

2) Not a bid item. Incidental to guardrail installation.

Possible Standards: BA-208, BA-201, BA-202, BA-205, BA-206, BA-210, BA-211, BA-213, BA-215, BA-250, BA-260, LS-625, LS-626, LS-629, LS-635, ST-172, ST-173 and ST-211.

| No. | Direction of Traffic | Station | Layout Lengths | | | Delimiters and Object Markers | | | | | | | | | | Bid Items | | | | Remarks |
|-----|----------------------|-----------|----------------|--------|--------|-------------------------------|---------------|-------------------|--------------|----------------------|--------------------|------------------|--------------|--------------------|--------------|-----------|--------|--------|--|---------|
| | | | BA-250 | BA-260 | LS-635 | Delimitator | Object Marker | Boiled End Anchor | Post Adapter | Steel Beam Guardrail | Barrier Transition | BA-250 or LS-635 | End Terminal | Barrier Transition | End Terminal | | | | | |
| 1 | O | 102+55.47 | 15.6 | 25.000 | 58.2 | ST-211 | ST-172 | Type 1 | Type 2 | Type 3 | BA-202 | BA-210 | BA-200 | BA-201 | BA-205 | BA-211 | BA-215 | | | |
| 2 | N | 102+63.64 | 15.6 | 40.625 | 58.0 | ST-211 | ST-172 | White | OR-2 | OR-1 | OR-3 | BA-202 | BA-210 | BA-200 | BA-201 | BA-205 | BA-211 | BA-215 | | |
| 3 | S | 103+46.36 | 15.6 | 40.625 | 58.0 | ST-211 | ST-172 | White | OR-2 | OR-1 | OR-3 | BA-202 | BA-210 | BA-200 | BA-201 | BA-205 | BA-211 | BA-215 | | |
| 4 | N | 103+54.53 | 15.6 | 40.625 | 58.0 | ST-211 | ST-172 | White | OR-2 | OR-1 | OR-3 | BA-202 | BA-210 | BA-200 | BA-201 | BA-205 | BA-211 | BA-215 | | |

CLEARING AND GRUBBING

Trees, Stumps, and Logs and Down Timber Material Diameters

| Ref. Loc. Sign or Description | Direction of Travel | Work and Material Type | 3'-6" | >6"-9" | >9"-12" | >12"-15" | >15"-18" | >18"-24" | >24"-30" | >30"-36" | >36"-42" | >42"-48" | >48"-60" | >60"-72" | >72" | All Other Materials | Estimated Quantities | Remarks |
|-------------------------------|---------------------|-------------------------------|-------|--------|---------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------|---------------------|----------------------|---------|
| 102+00 to 104+50 | S | Trees - Cleaning and Grubbing | | | | | | | | | | | | | | FT | 1 | |
| 101+20 to 105+00 | N | Trees - Cleaning and Grubbing | | | | | | | | | | | | | | FT | 1 | |

GRADING FOR GUARDRAIL INSTALLATIONS

Refer to BA-301

| No. | Direction of Traffic | Station | Foreclosure at Guardrail | Dimensions (feet) | | | | | | | Excavation Class 10 | Embankment In Place | Remarks |
|-----|----------------------|-----------|--------------------------|-------------------|------|-----|------|-----|------|-----|---|---------------------|---------|
| | | | | X1 | Y1 | X2 | Y2 | X3 | Y3 | X4 | | | |
| 1 | S | 102+55.47 | LT | 2.1 | 40.0 | 5.0 | 83.9 | 7.0 | 89.9 | 7.0 | Earthwork Quantities in TAB 107-28 on sheet T.1 | | |
| 2 | N | 102+63.64 | RT | 2.1 | 40.0 | 5.0 | 89.9 | 7.0 | 89.9 | 7.0 | Earthwork Quantities in TAB 107-28 on sheet T.1 | | |
| 3 | S | 103+46.36 | LT | 2.1 | 40.0 | 5.0 | 89.9 | 7.0 | 89.9 | 7.0 | Earthwork Quantities in TAB 107-28 on sheet T.1 | | |
| 4 | N | 103+54.53 | RT | 2.1 | 40.0 | 5.0 | 89.9 | 7.0 | 89.9 | 7.0 | Earthwork Quantities in TAB 107-28 on sheet T.1 | | |

UTILITIES

(NOT A POINT 25 PROJECT)

This is NOT a POINT 25 project and is not subject to the provisions of IAC 761-115.25.

Central Iowa Water Association
Heather Leshaw
641-792-7811
lmo@ciwa.com

CenturyLink
728-578-8898
thomas.stummer@centurylink.com

Consumer's Energy
314 Kild
3144444444
3144444444@consumersenergy.com

Minuteman Communications
Locate Desk
800-289-1891
locate_desk@minuteman.com

EMERALD ASH BORER

232-10
04-18-17

Any living, dead, cut or fallen material of the ash (Fraxinus spp.) including trees, nursery stock, logs, firewood, stumps, roots, branches, and composted or uncomposted ash chips can be freely moved within the yellow areas of the most recent Federal EAB Quarantine & Authorized Transit.
https://www.aphis.usda.gov/plant_health/plant_pest_info/emerald_ash_borers/downloads/eab_quarantine_map.pdf

Obtain appropriate Compliance Agreements from USDA APHIS prior to moving any of the above listed ash articles to areas outside the yellow zone on the map.
For questions, concerns, and general assistance, contact:
USDA APHIS PPO, Iowa office, 515-414-3295

Or
Iowa Department of Agriculture & Land Stewardship
515-725-1478
Entomology@iowadnr.gov

SAFETY CLOSURES

108-131
08-01-08

| Station | Closure Type | Estimated Quantities | Remarks |
|-----------|--------------|----------------------|---------|
| 106+00.00 | Standard CBV | 1 | |
| 106+60.00 | Standard CBV | 1 | |
| 102+50.00 | Standard CBV | 1 | |
| 103+00.00 | Standard CBV | 1 | |

SURVEY SYMBOLS

- CP Control Point
- CU Back of Curb
- GU Gutter In Front of Curb
- EP Edge of Paved Roads (ML or SRI)
- CDN Concrete or A/C Slab
- TDC Tree Deciduous
- LUM Luminaire
- MH Utility Access (Manhole)
- BL Topo Breakline
- GR Ground Spot
- C Centerline Bl. of Road (ML or SRI)
- SMK Sidewalk
- TA Tower Anchor
- DU Centerline Draw or Stream (Up)
- CUL Culvert
- BNK Stream Bank
- TLNR Tree Line Right
- PIP Pipe Culvert
- BCL Bridge Centerline
- FCL Chain Link and Security Fence
- BRG Bridge
- WV Water Valve
- MIS Miscellaneous
- EG Edge of Gravel Road
- GLA Underground Gas Line Co.1
- BLD Building or Foundation
- GV Gas Valve
- TEV Evergreen Tree
- FWD Wood Fence
- D Centerline Draw or Stream (Down)
- TLNL Tree Line Left
- TLA Underground Telephone Line Co.1
- WLA Underground Water Line Co.1
- G2 GLB Underground Gas Line Co.2
- TPD Telephone Pedestal
- GPR Guard Post (4 or More Posts)
- ELA Underground Electric Line Co.1
- F0A Underground Fiber Optic Co.1
- RET Retaining Walls
- PPA Power Pole Co.1
- SI Sign
- INB Storm Sewer Intake
- GP Guard Post (Less Than 4 Posts)
- FHD Fire Hydrants
- UV Underground Utility Vault
- TW Top of Water

UTILITY LEGEND

- W Central Iowa Water Association
Heather Loshaw
641-792-7011
Imorgan@ciawa.com
- I CenturyLink
Tom Sturmer
720-578-8090
thomas.sturmer@centurylink.com
- E Consumers Energy
Jim Kidd
641-754-1642
jkidd@consumersenergy.coop
- 12 Windstream Communications
Lorena Dugan
800-289-1901
locate desk@windstream.com

PLAN VIEW COLOR LEGEND OF PLAN AND PROFILE SHEETS

| LINEWORK | Design Color No. | Description |
|--------------|------------------|--|
| Green | (2) | Existing Topographic Features and Labels |
| Blue | (1) | Proposed Alignment, Stationing, Tie Marks, and Alignment Annotation |
| Magenta | (5) | Existing Utilities |
| SHADING | | |
| Yellow | (4) | Highlight for Critical Notes or Features |
| Red | (3) | Delineates Restricted Areas |
| Lavender | (9) | Temporary Pavement Shading |
| Gray, Light | (48) | Proposed Pavement Shading |
| Gray, Med | (80) | Proposed Granular Shading |
| Gray, Dark | (112) | Proposed Grade and Pave Shading "In conjunction with a paving project" |
| Brown, Light | (236) | Grading Shading |
| Tan | (8) | Proposed Sidewalk Shading |
| Blue, Light | (230) | Proposed Sidewalk Landing Shading |
| Pink | (11) | Proposed Sidewalk Ramp Shading |

PROFILE VIEW COLOR LEGEND OF PLAN AND PROFILE SHEETS

| LINEWORK | Design Color No. | Description |
|-------------|------------------|---------------------------------|
| Green | (2) | Existing Ground Line Profile |
| Blue | (1) | Proposed Profile and Annotation |
| Magenta | (5) | Existing Utilities |
| Blue, Light | (230) | Proposed Ditch Grades, Left |
| Black | (0) | Proposed Ditch Grades, Median |
| Rust | (14) | Proposed Ditch Grades, Right |

RIGHT-OF-WAY LEGEND

- ▲ Proposed Right-of-Way
- △ Existing Right of Way
- ▲ Existing and Proposed Right-of-Way
- Easement and Existing Right-of-Way
- Easement (Temporary)
- C/A Access Control
- ← Property Line

- Reference Point
- Station
- Survey Line
- Section Corner
- Ground Line Intercept
- Saw Cut
- Guardrail
- Trench Drain
- High Tension Cable
- Quadrant
- Sheet Pile
- Pavement Removal
- Clearing & Grading Area

**PLAN AND PROFILE
LEGEND AND SYMBOL
INFORMATION SHEET**

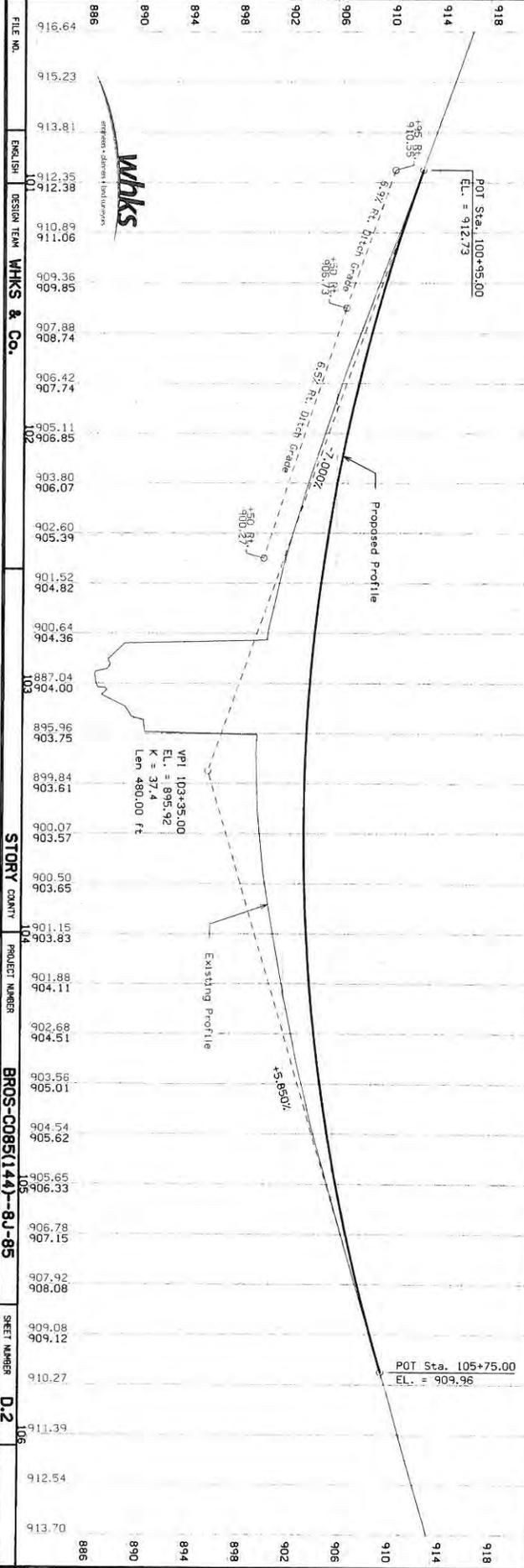
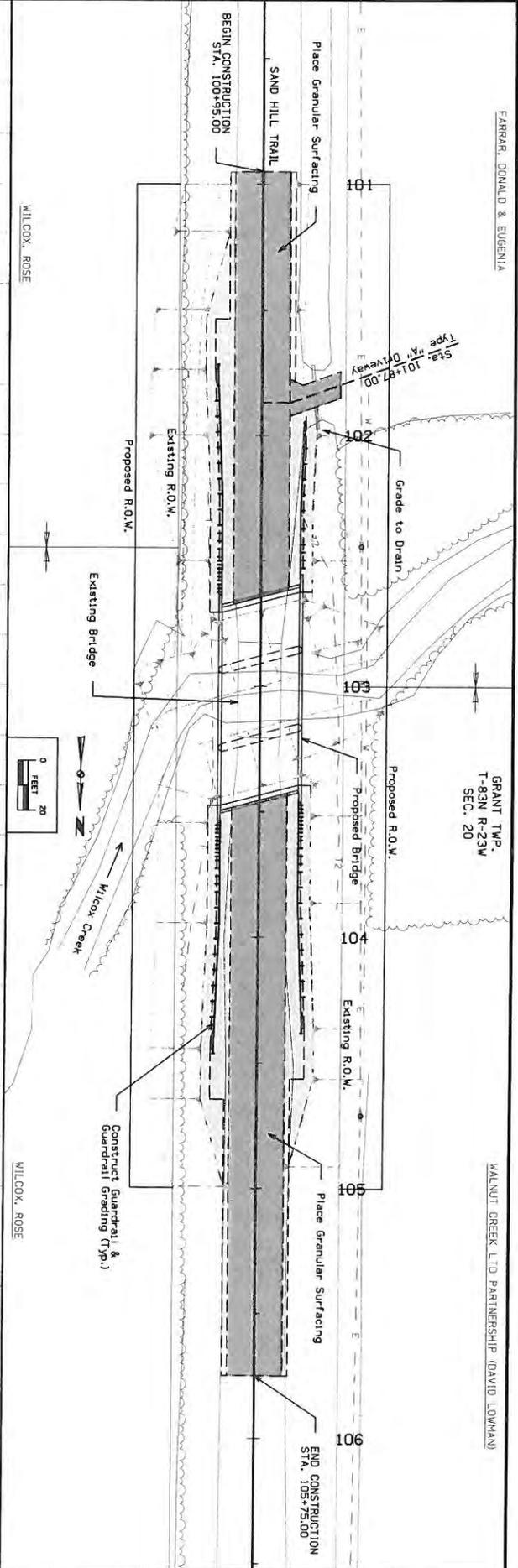
(COVERS SHEET SERIES D, E, F, & K)



FARRAR, DONALD & EUGENIA

GRANT TWP.
T-83N R-23W
SEC. 20

WALNUT CREEK LID PARTNERSHIP (DAVID LOWMAN)



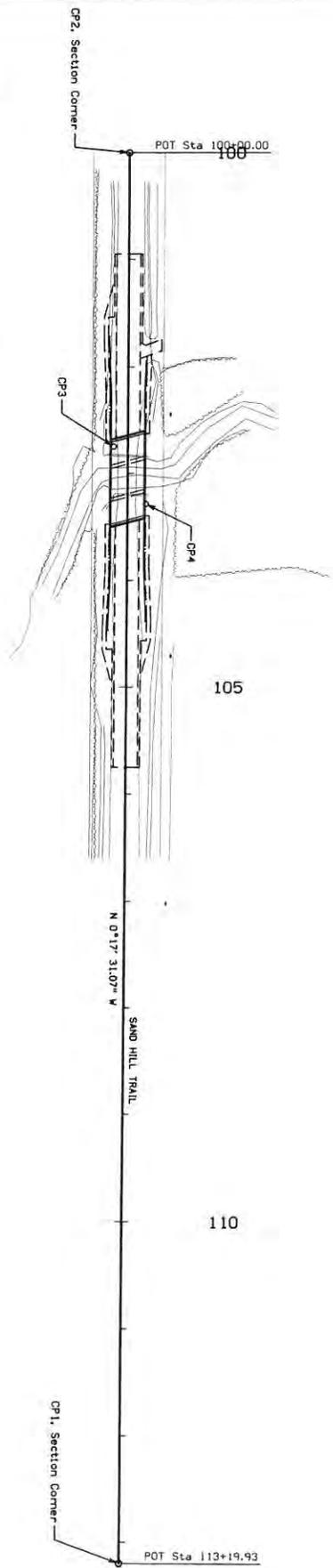
FILE NO. ENGLISH DESIGN TEAM **WHS & Co.** STORY COUNTY PROJECT NUMBER **BR05-0086(14)-BJ-85** SHEET NUMBER **D.2**



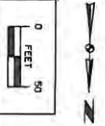
ALIGNMENT COORDINATES

101-16
10-20-09

| Name | Location | Point on Segment | | Begin Spiral | | Begin Curve | | Simple Curve PI or Master PI of SSS | | End Curve | | | |
|-----------------------|----------------|------------------|---------------|---------------|-----------|--------------|-------------|-------------------------------------|--------------|-------------|---------|--------------|-------------|
| | | Station | Y (Northing) | X (Easting) | Station | Y (Northing) | X (Easting) | Station | Y (Northing) | X (Easting) | Station | Y (Northing) | X (Easting) |
| POT | | 100+00.00 | 3,459,541.445 | 4,506,141.647 | | | | | | | | | |
| POT | | 113+19.93 | 3,460,661.356 | 4,506,134.921 | | | | | | | | | |
| CONTROL POINTS | | | | | | | | | | | | | |
| Point No. | Description | Station | Y (Northing) | X (Easting) | Offset | Y (Northing) | X (Easting) | Elevation | | | | | |
| CP1 | Section Corner | 113+19.93 | 3,460,661.356 | 4,506,134.921 | 0.00 | | | 930.07 | | | | | |
| CP2 | Section Corner | 100+00.00 | 3,459,541.445 | 4,506,141.647 | 0.00 | | | 918.62 | | | | | |
| CP3 | 1/2 Inch Rebar | 102+74.59 | 3,459,816.098 | 4,506,153.187 | 12.94' RT | | | 900.41 | | | | | |
| CP4 | 1/2 Inch Rebar | 103+28.46 | 3,459,869.813 | 4,506,122.236 | 17.14' LT | | | 896.77 | | | | | |



NOTE:
Verify Control prior to construction survey.
Benchmark to be provided with construction survey.



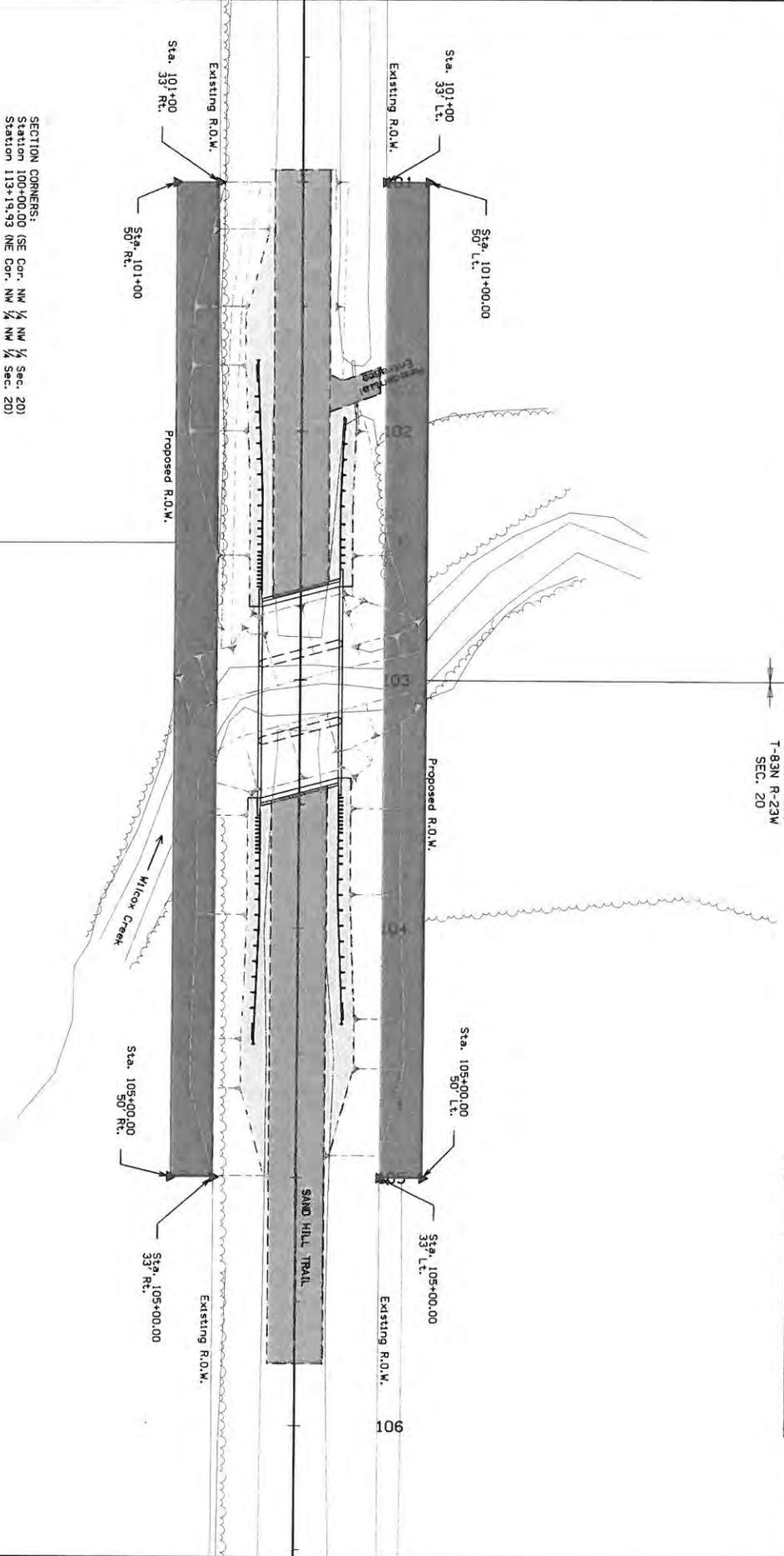
SURVEY
INFORMATION

| | | | | | | | | | |
|----------|---------|-------------|------------|-------|--------|----------------|-----------------------|--------------|-----|
| FILE NO. | ENGLISH | DESIGN TEAM | WHKS & Co. | STORY | COUNTY | PROJECT NUMBER | BROS-C085(144)--8J-85 | SHEET NUMBER | G.1 |
|----------|---------|-------------|------------|-------|--------|----------------|-----------------------|--------------|-----|

FARRAR, DONALD & EUGENIA

WALNUT CREEK LTD PARTNERSHIP (DAVID LOWMAN)

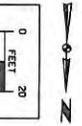
GRANT TWP.
T-83N R-23W
SEC. 20



SECTION CORNERS:
 Station 100+00.00 (SE Cor. NW 1/4 Sec. 20)
 Station 113+19.93 (NE Cor. NW 1/4 Sec. 20)



WILCOX, ROSE



GRANT TWP.
T-83N R-23W
SEC. 20

PROJECT NUMBER

FILE NO. ENGLISH DESIGN TEAM **WHKS & Co.** STORY COUNTY PROJECT NUMBER **BR05-C085(144)-8J-85** SHEET NUMBER **H.1**

RIGHT OF WAY

TRAFFIC CONTROL PLAN

108-324
08-01-08

1. Sand Hill Trail shall be closed for the duration of the project.
2. Traffic control shall be in accordance with Standard Road Plans TC-1 and TC-252.
3. The contractor shall coordinate traffic control with other projects in the area.
4. The contractor shall maintain access to adjacent properties at all times. Temporary access drives shall be provided as needed.

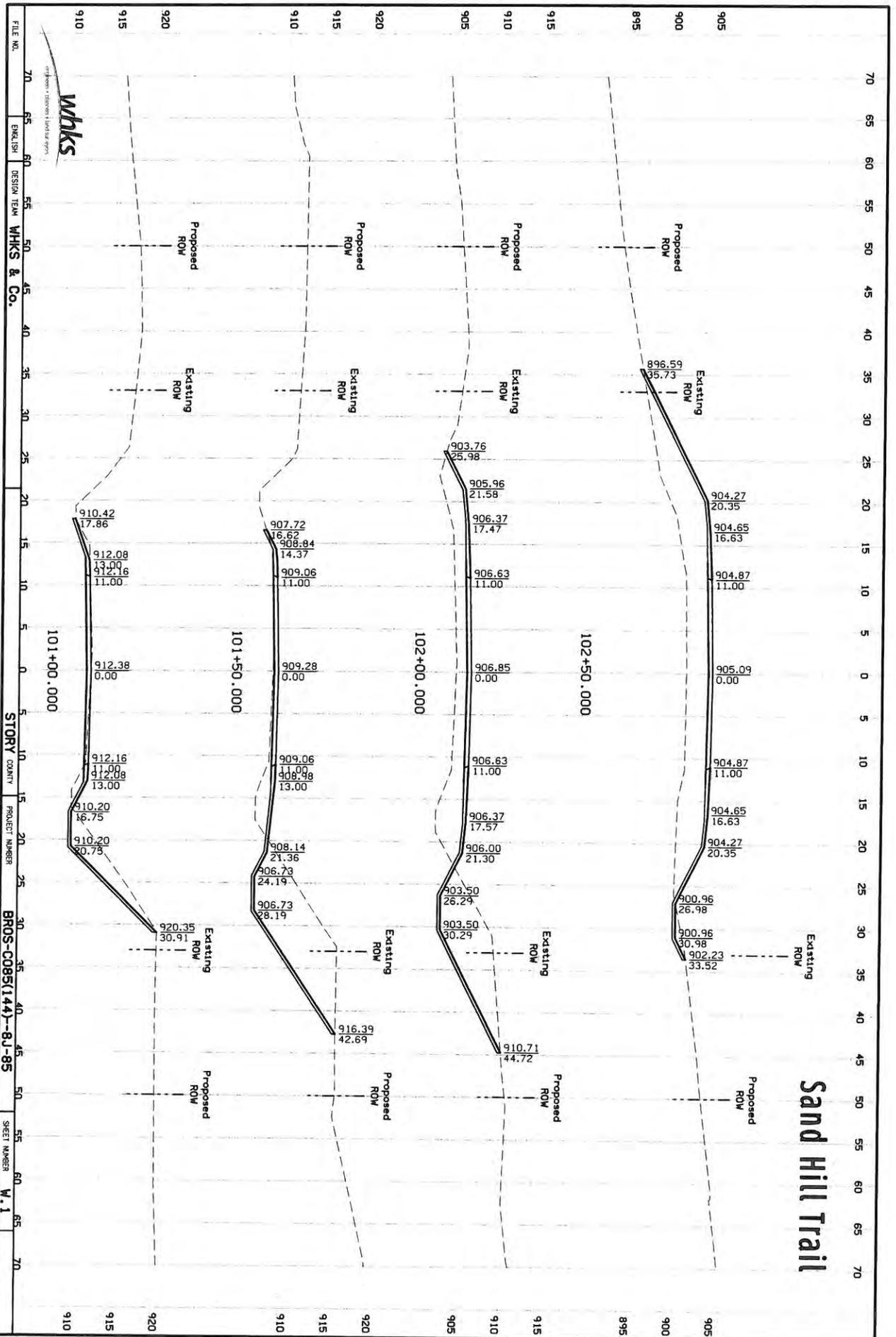
STAGING NOTES

108-256
08-01-08

Sand Hill Trail will remain closed for the duration of the project. No additional staging will be required.

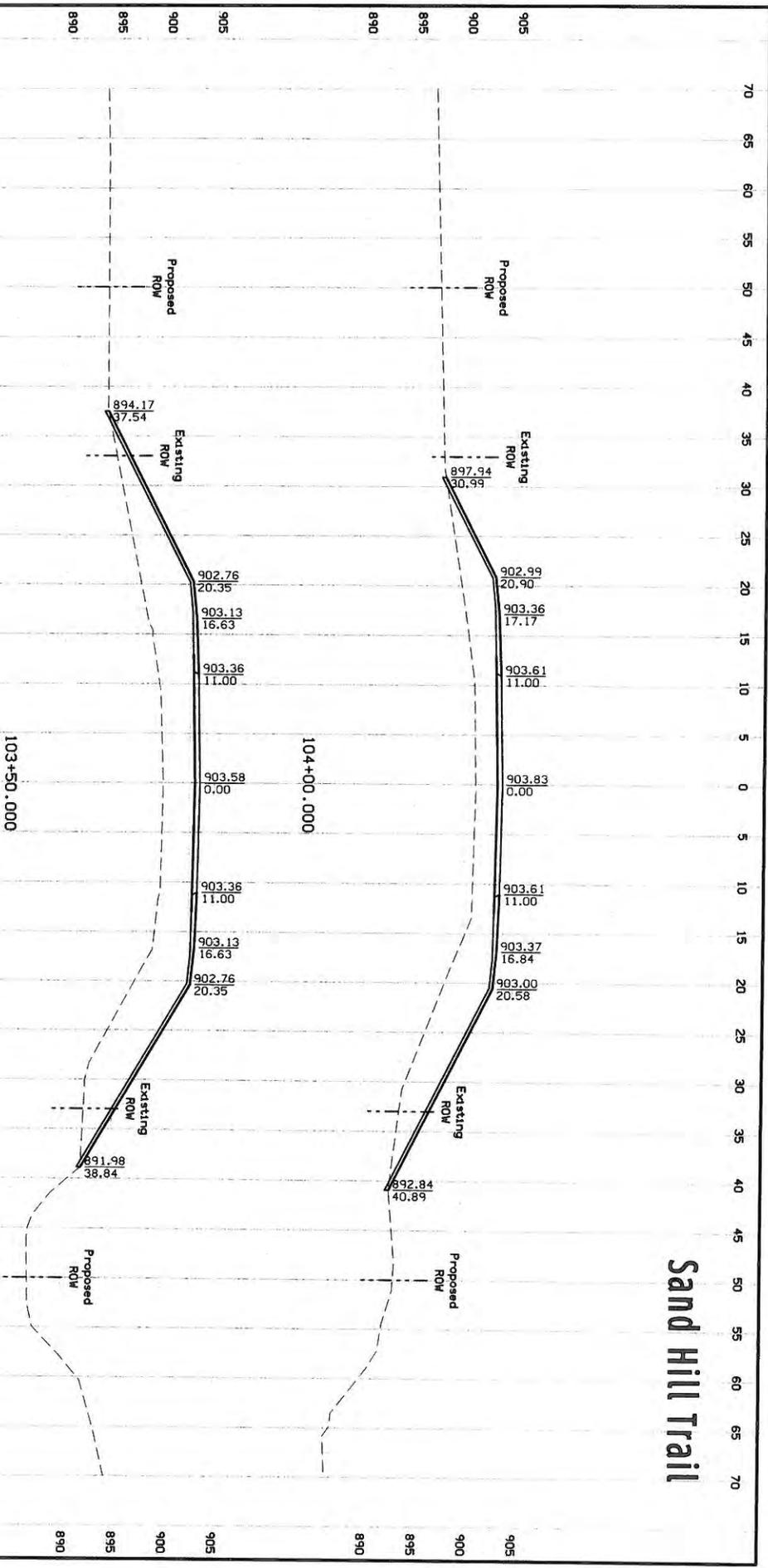
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|----------|----------|---------|-------------|----------------------|--------------|----------------|--------------------------------|--------------|------------|
| FILE NO. | 10/27/07 | ENGLISH | DESIGN TEAM | MHS & CO. | STORY COUNTY | PROJECT NUMBER | BROS-C085(144) - -83-85 | SHEET NUMBER | 3.1 |
|----------|----------|---------|-------------|----------------------|--------------|----------------|--------------------------------|--------------|------------|

Sand Hill Trail



FILE NO. ENGLISH DESIGN TEAM WHKS & Co. STORY QUANTITY PROJECT NUMBER BROS-0085(144)-8J-85 SHEET NUMBER W. 1

Sand Hill Trail





 ENGINEERS • ARCHITECTS • LANDSCAPE ARCHITECTS

FILE NO. 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70

ENGLISH DESIGN TEAM **WHKS & Co.**

STORY COUNTY PROJECT NUMBER **BR05-C085(144)-8J-85**

SHEET NUMBER **W.2**

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

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

Please return to the Story County Planning & Development Department

ORDINANCE NO. 267

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF STORY COUNTY, IOWA; AND CHANGING THE BOUNDARIES OF THE DISTRICTS ESTABLISHED AND SHOWN ON SAID MAP AS PROVIDED IN CHAPTER 92 OF THE *CODE OF ORDINANCES, STORY COUNTY, IOWA*; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS; the Story County Planning and Zoning Commission at their meeting on November 1, 2017, recommended approval of the requested rezoning amendment submitted by the Story County Board of Supervisors, on behalf of Raymond E. and Sandra J. Robinson, 65573 Oak Street, Nevada, Iowa, as referenced in the Official Zoning Map of Story County, Iowa, and identified under the process to change the boundaries of the districts established and authorized by Section 92.06 of the *Code of Ordinances, Story County, Iowa, and as referenced* as follows:

The following described property, under the ownership of Raymond E. and Sandra J. Robinson, 65573 Oak Street, Nevada, Iowa, be amended from the FROM THE R-1 TRANSITIONAL RESIDENTIAL ZONING DISTRICT TO THE CL1 COMMERCIAL/LIGHT INDUSTRIAL ZONING DISTRICT

GENERAL PROPERTY LOCATION:

Richland Township, Section 22, located on the east side of Winchester Avenue and the south side of Richland Street, and identified as parcel #07-22-414-105, 07-22-414-145, and 07-22-414-165 and as described on Attachment A and shown on Attachment B, and;

WHEREAS; all other ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict; and

WHEREAS; this ordinance is in full force and effect from and after its adoption and publication as provided by law.

THEREFORE HEREBY BE IT ORDAINED, that the Story County Board of Supervisors approves Ordinance No. 267 requesting the Story County Zoning Map amendment from the R-1 Transitional Residential Zoning District to the CLI Commercial/Light Industrial District.

Action upon FIRST Consideration: Approval

DATE: November 14, 2017

Moved by: Chitty

Seconded by: Olson

Voting Aye: Chitty, Olson, Sanders

Voting Nay: None

Not Voting: None

Absent: None

Action upon SECOND Consideration: Waived

DATE: November 28, 2017

Moved by: _____

Seconded by: _____

Voting Aye: _____

Voting Nay: _____

Not Voting: _____

Absent: _____

Action upon THIRD Consideration: Waived

DATE: December 5, 2017

Moved by: _____

Seconded by: _____

Voting Aye: _____

Voting Nay: _____

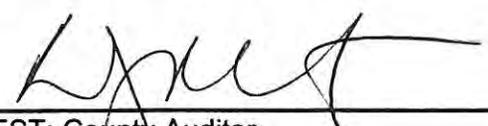
Not Voting: _____

Absent: _____

ADOPTED THIS 14th day of November, 2017.



Story County Board of Supervisors



ATTEST: County Auditor

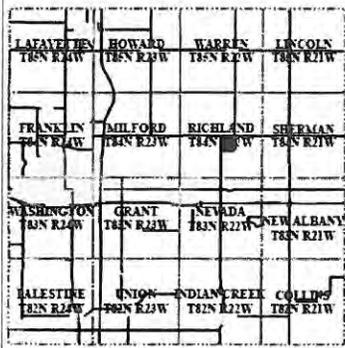
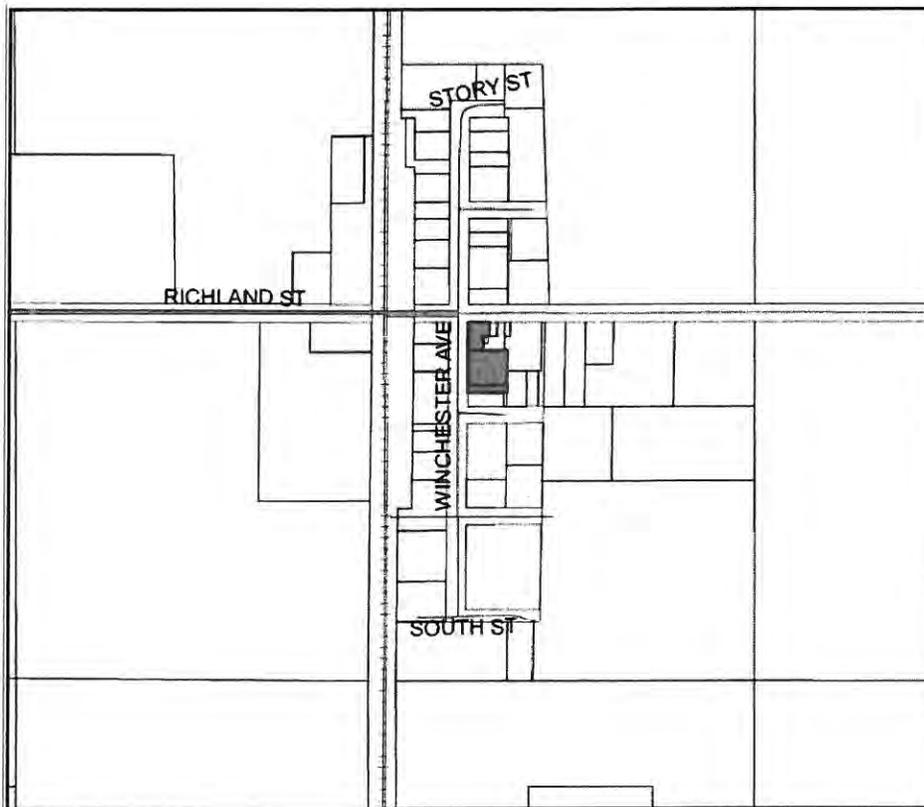
ATTACHMENT "A"

Legal Description of Rezoning Area

Part of the original Town of Fernald described as: "all of lots 5-10 and the W1/2 of the adjacent alley; the West 55 feet of Lots 3 and 4; and the West 75 feet of Lots 1 and 2, all in Block 9."

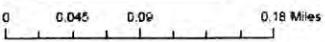
ATTACHMENT "B"

Location Map



REZ08-17
Robinson Rezoning Request
19516 Winchester Avenue
Parcel #: 07-22-414-105, 07-22-414-145,
and 07-22-414-165

■ Subject Property
 □ Parcels



Map created on 10/24/2017
 by the Story County Planning and Development Department



DISCLAIMER:
 Story County's digital geospatial data is a representation of recorded plats and surveys for use within the Geographical Information System for the purpose of data access and analysis. These and other digital data do not replace or modify land surveys, deeds and/or other legal instruments defining land ownership or use.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

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

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 18-58**

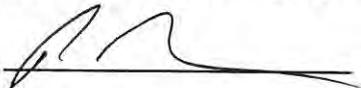
WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to amend the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* by Story County Board of Supervisors, on behalf of Raymond E. and Sandra J. Robinson, 65573 Oak Street, Nevada, Iowa, involving the property (Parcel Number 07-22-414-165) hereinafter described on Attachment A, and

WHEREAS, on November 1, 2017 the Story County Planning and Zoning Commission recommended approval of the proposed amendment to the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* from the Rural Residential Area to the Commercial/Industrial Area to the Story County Board of Supervisors;

AND, WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interest of Story County, Iowa, and of all persons concerned, that said such application amending the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* from the Rural Residential Area to the Commercial/Industrial Area be approved, and the proposed changes reflected on the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map*.

NOW, THEREFORE, BE IT RESOLVED that the application to amend the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* by Story County Board of Supervisors, on behalf of Raymond E. and Sandra J. Robinson involving real estate described on Attachment A and shown be approved.

Dated this 14th day of November, 2017.



Rick Sanders, Chair
Board of Supervisors
Story County, Iowa



Lucy Martin, County Auditor
Story County, Iowa

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

DO NOT WRITE IN THE SPACE ABOVE. RESERVED FOR RECORDER
Prepared By: Amelita Schoeneman, Story County Planning and Development
900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 18-58**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to amend the *Corrnerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* by Story County Board of Supervisors, on behalf of Raymond E. and Sandra J. Robinson, 65573 Oak Street, Nevada, Iowa, involving the property (Parcel Number 07-22-414-165) hereinafter described on Attachment A, and

WHEREAS, on November 1, 2017 the Story County Planning and Zoning Commission recommended approval of the proposed amendment to the *Corrnerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* from the Rural Residential Area to the Commercial/Industrial Area to the Story County Board of Supervisors;

AND, WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interest of Story County, Iowa, and of all persons concerned, that said such application amending the *Corrnerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* from the Rural Residential Area to the Commercial/Industrial Area be approved, and the proposed changes reflected on the *Corrnerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map*.

NOW, THEREFORE, BE IT RESOLVED that the application to amend the *Corrnerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* by Story County Board of Supervisors, on behalf of Raymond E. and Sandra J. Robinson involving real estate described on Attachment A and shown be approved.

Dated this 14th day of November, 2017.



Rick Sanders, Chair
Board of Supervisors
Story County, Iowa



Lucy Martin, County Auditor
Story County, Iowa

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

ATTACHMENT "A"

Part of the original Town of Fernald described as: "all of Lot 10 and the W1/2 of the adjacent alley on the east of Lot 10, all in Block 9."

Staff Report

Story County
Board of Supervisors

Date of Meeting:
November 14, 2017

Case Number REZ08-17

Story County Zoning Map Amendment Request from the R-1 Transitional Residential District to the CLI Commercial/Light Industrial District for the 25,910 square-foot (0.59 acre) area located in Section 22 of Richland Township at 19516 Winchester Avenue, Nevada, Iowa containing three separate parcels (Parcel Numbers 07-22-414-105, 07-22-414-145, and 07-22-414-165). The request also includes an amendment to the Cornerstone to Capstone (C2C) Future Land Use Map from the Rural Residential Area to the Commercial/Industrial Area for the approximately 3,250 square-foot parcel in the rezoning request (Parcel #07-22-414-165). The subject properties are the location of RR Metal Works Inc., a welding shop that has operated since the late 1970s. The subject properties were previously zoned commercial in 1958, with the adoption of zoning, until 2002. An Official Zoning Map in 2004 showed the subject properties as zoned residential, but there are no records of a rezoning. The proposed rezoning is consistent with the C2C plan and the established use of the property. At their November 1, 2017, meeting, the Planning and Zoning Commission recommended approval of the request.



APPLICANT:

Story County Board of Supervisors

PROPERTY OWNER:

Raymond and Sandra Robinson
65573 Oak Street, Nevada, Iowa

STAFF PROJECT MANAGER:

Amelia Schoeneman, Planner



PROPERTY INFORMATION

GENERAL PROPERTY LOCATION

19516 Winchester Avenue in Section 22 of Richland Township

LEGAL DESCRIPTION OF THE PARCEL

Part of the original Town of Fernald described as: "all of lots 5-10 and the W1/2 of the adjacent alley; the West 55 feet of Lots 3 and 4; and the West 75 feet of Lots 1 and 2, all in Block 9."

PARCEL IDENTIFICATION NUMBER

07-22-414-105, 07-22-414-145, and 07-22-414-165

PARCEL SIZE

Approximately 25,910 square-foot (0.59 acre)

CURRENT ZONING

R-1 Transitional Residential

FUTURE LAND USE MAP DESIGNATION

The *Story County Cornerstone to Capstone (C2C) Comprehensive Plan* currently designates parcel numbers 07-22-414-105 and 07-22-414-145 as a Commercial/Industrial Area. Parcel 07-22-414-165, located to the south of the parcels where the welding shops are located, is designated as a Rural Residential Area. The subject properties are also contained in the Rural Village Designation as part of the unincorporated village of Fernald.

CURRENT LAND USE

The subject properties include two parcels with existing buildings that serve as the location of RR Metal Works Inc. One building, located on Parcel 07-22-414-105 at the intersection of Winchester and Richland Streets, was built in 1900. This was the original location of the welding shop, which opened in 1979. Parcel 07-22-414-145 contains a building that is now used as the primary welding shop, which was constructed in 2000. The tax classification of parcels 07-22-414-105 and 07-22-414-145 is commercial. Parcel 07-22-414-165, the third parcel that is part of the rezoning request, contains the septic system laterals and propane tank for the existing buildings and is classified as residential. The welding shop operates Monday through Friday, 7:00 am to 5:30 pm. The main activities include welding to modify agricultural equipment and trucks and fabrication of parts/equipment for trucks and agricultural equipment. The shop includes grinders, welders, a press break, sheers, ironworkers, saws, turning lathes, a pattern torch, and a vertical mill. The property owner also welds aluminum off-site.

CITIES WITHIN TWO MILES

None

BACKGROUND

HISTORY AND CURRENT STATUS OF THE PROPERTY

The subject properties served as a gymnasium when a school was located in Fernald and then as a lumber company and a contracting business until 1979 when the current property owner began to use the original 1900 building as a welding shop part-time. The current property owner began to



use the original structure full-time as a welding shop in 1983 and grew his operation into the second welding shop, which was constructed in 2000. The property owner also owns several adjacent parcels to the south and east of the subject properties, including a parcel with a single-family dwelling where he resides.

Story County adopted zoning in 1958. With the adoption of zoning, the central blocks of Fernald, south of Elm Street, north of Oak Street, and east of the railroad right-of-way, were zoned commercial. This area included the subject properties. In 1997, the county initiated a rezoning of the commercially zoned areas in Fernald to R-1 Residential with the exception of the three subject properties. The area was rezoned to accommodate home improvements as the area was predominately residential and the commercial zoning precluded issuing permits for home and garage additions.

Subsequent zoning maps to the 1997 rezoning reflect the change in the area surrounding the subject properties to residential while the subject properties remain commercial until 2004 when the subject properties were shown on the official map as zoned residential. There are no records of additional rezonings and staff cannot conclude that the change in the zoning of the subject properties with the adoption of an official zoning map was an unintentional error. A zoning map with a last revision date of 2002 appears to last designate the subject properties as commercial.

The inconsistency in the zoning maps and zoning records was identified when the property owner reached out to the Planning and Development Department in August of 2017 to inquire about the process to make improvements to the 1900s welding shop. A conceptual review meeting was held on August 3, 2017, with the property owner and county staff to discuss the rezoning process necessary to rebuild or make significant improvements to the 1900s welding shop, given the R-1 Residential Zoning. Staff has also communicated with the applicant that if the rezoning to CLI Commercial/Light Industrial were granted, the two existing buildings in their current locations would be nonconforming structures due to the setbacks from property lines. As a result of this status, only additions/alterations that maintained the existing setbacks and building footprints would be allowed. Additionally, if one of the structures was demolished to an extent of 60 percent or more of its fair market value, it would be required to be rebuilt in conformance with current standards. In general, the current standards for the Commercial/Light Industrial Zoning District require a front setback of 50-feet and a rear setback of 20-feet. There is an exception for when 40% of a block has been built that a building may be built to match the block's setbacks that may apply.

The Board of Supervisors received a letter from Mr. Robinson on October 2, 2017, expressing his dissatisfaction with the current zoning. At the request of the Chair of the Board of Supervisors, Planning and Development Staff contacted Ethan Anderson with the County Attorney's Office to confirm that the Board Chair or Board of Supervisors could initiate the process to consider changing the zoning of the subject properties. Mr. Anderson confirmed that under Story County Land Development Regulations Chapter 92.05, the Board of Supervisors, on its own action and through a majority vote, after receiving a recommendation from the Planning and Zoning Commission, can amend, supplement, or change the district boundaries defined on the Official Zoning Map and Cornerstone to Capstone (C2C) Comprehensive Plan. On October 10, 2017, the Board of Supervisors took action to request the rezoning of the subject properties from the R-1 Transitional Residential District to the CLI Commercial/Light Industrial District and to have Planning and Development Staff place the rezoning request on the November 2, 2017, Planning and Zoning Commission agenda.



Due to the limitations of the nonconforming structures, the applicant has expressed that the current intent if the rezoning is granted is to make interior improvements to reinforce the northern-most 1900s shop and improve the façade of the building. The intent is also to be able to sell the property as a commercial property in the future. The property owner does not have plans for any residential uses on the south subject property as it contains the welding shops' septic system and does not meet minimum lot width requirements established in the Story County Land Development Regulations for residential development.

If the rezoning is granted, and any major improvements beyond maintenance are proposed, a zoning permit application and site plan for a new building will need to be submitted for review by County Staff and approval by the Board of Supervisors. A new building will be required to comply with General Site Planning Standards, Chapter 88, in the Story County Land Development Regulations, including for environmental protection, landscaping, stormwater runoff and erosion control, parking and circulation, and lighting.

C2C PLAN

The subject properties are located in Fernald, which is designated as a Rural Village Area by the C2C Plan. Rural Village Areas are described in the C2C Plan as "Existing areas characterized by a variety of land uses in one location are designated as Rural Village Area. These areas have unique land use patterns that provide valued and established services for citizens in Story County. Roads in these areas are generally platted as right-of-way and maintained by Story County. The uses are served by private wastewater treatment systems (septic) and private water sources – wells and rural water systems. As shown on the Future Land Use Map, these areas contain the rural villages of Iowa Center, Shipley, and Fernald."

The subject properties are also designated as Commercial/Industrial Area (the two parcels that contain the welding shop buildings), and Rural Residential Area (the parcel that contains the shops' septic system laterals to the south of the parcels where the welding shops are located). The intent of the Commercial/Industrial designation, as described in the C2C Plan, is to support "the long-term planning objective of accommodating future demand for types of commercial and industrial growth that may be best located in a rural setting outside of an urbanized area." The C2C Plan Rural Residential Area designation "offers the rural housing market segment choices in the unincorporated areas of the county. They are characterized by residential land uses adapted for a rural or agricultural setting at low, non-urban densities. Urban level services are not provided in these areas, and these are not priority areas for infrastructure development."

The Zoning Compatibility Matrix for the Future Land Use Designations shows that Rural Village Area and Commercial/Industrial Area Designation are compatible with the CLI Commercial/Light Industrial Zoning District.

Applicable principles for these designations include:

Rural Village Area Principle 1: Continue to promote improvements and re-investments.

Commercial/Industrial Area Principle 1: Give preference to clustering uses to limit short-term and long-term costs associated with infrastructure improvements and the distribution of public services.



Commercial/Industrial Area Principle 2: Support new commercial and industrial development within incorporated areas and areas where infrastructure exists and extensions are logical.

Commercial/Industrial Area Principle 3: Where appropriate, support expansion of existing and/or new industrial or commercial development when it can be demonstrated that agricultural and natural resources can be preserved and protected.

Commercial/Industrial Area Principle 5: Review design and development standards to ensure that conflicts between proposed development and agricultural and natural resources are minimized. Design new development to maintain the open character of rural areas and to protect and maintain agricultural uses and sensitive environmental features.

Commercial/Industrial Area Principle 7: Encourage proposed development to take access off existing paved roads unless it can be demonstrated that Minimum Levels of Service requirements may be met or development can mitigate impacts.

C2C PLAN AMENDMENT REQUEST

The request also includes an amendment to the Cornerstone to Capstone (C2C) Future Land Use Map from the Rural Residential Area to the Commercial/Industrial Area for only the approximately 3,250 square-foot parcel (Parcel #07-22-414-165) that contains the welding shops' septic laterals. As previously stated, this parcel is the only parcel that is part of the request that is designated as Rural Residential on the C2C Plan Future Land Use Map. The other two parcels that are part of the request are designated as Commercial/Industrial.

As previously stated, under Story County Land Development Regulations Chapter 92.05, the Board of Supervisors, on its own action and through a majority vote, after receiving a recommendation from the Planning and Zoning Commission, can amend, supplement, or change the district boundaries defined on the C2C Plan.

The C2C Future Land Use Map Designations are, in part, based on tax classification. The parcel that contains the septic system laterals is designated as Rural Residential as this was a default classification as the commercial use and relation to the commercial buildings was not evident during the assessment or C2C Plan Future Land Use Map Development. The assessor will review the classification of the parcel for the 2018 assessment. The amendment request better reflects the actual use of the parcel as it supports the commercial operation and future commercial uses. Further, residential development is not possible on the parcel, as it does not meet minimum lot width requirements to construct a single-family dwelling in the R-1 Residential Zoning District.

SITE AND SURROUNDING AREA

The subject properties are approximately 3 miles northeast of the City of Nevada.

Of the land located within one-half mile of this proposed rezoning area:

- 93% is used for agricultural
- 3.6% is used for residential
- 3.8% is used for commercial



The commercial land (determined by tax classification) within one-half mile includes the subject properties, with the exception of the property that contains the building's septic system laterals. It also includes two parcels that are zoned Commercial/Light Industrial that contain a grain elevator and several metal warehouse buildings. There are also two properties that are split-zoned Commercial/Light Industrial including the railroad right-of-way and Sheets Seed Supply. Sheets Seed Supply is also zoned A-2 Agribusiness. These other commercial properties are located west of Winchester Avenue and the railroad right-of-way, approximately one-half mile from the subject properties. The subject properties are also separated from these other commercial properties by residential properties on the west side of Winchester.

Adjacent to the subject properties are mainly residential lots with dwellings. Three dwellings are located to the west of the subject properties, across Winchester Avenue. A small park is located to the northwest of the subject properties. One dwelling is located to the north of the subject properties across Richland Street. There are two dwellings adjacent and west of the subject properties, including the property owner's residence.

As part of the Planning and Development Department's work program, the department was assigned to address the Fernald community's needs. Part of the work program item includes addressing dilapidated structures in Fernald, including the two-burnt dwellings (one recently burnt through a practice burn with the Nevada Fire Department) to the east of the subject property and other issue areas/nuisances.

ANALYSIS

REZONING STANDARDS OF APPROVAL

According to Section 92.06(2) of the *Story County, Iowa Code of Ordinances*, applicable standards for approval include:

- 1. The proposed rezoning shall conform to the Story County Development Plan (C2C).**

Staff Comment: The request does include an amendment to the C2C Future Land Use Map for only the parcel that contains the welding shops' septic system laterals and propane tank. The two other parcels that are part of the request are designated as Commercial/Industrial Areas on the C2C Future Land Use Map. The C2C Future Land Use Map Designations are, in part, based on tax classification. The parcel that contains the septic system laterals is designated as Rural Residential by the C2C Plan and has a tax classification of residential as the commercial use and relation to the commercial buildings was not evident during the assessment or C2C Plan Future Land Use Map development. The assessor will review the classification of the parcel for the 2018 assessment. The requested amendment better reflects the use of the parcel as it supports the commercial operation.

The Zoning Compatibility Matrix identified in the C2C Plan for the Future Land Use Designations shows that Commercial/Industrial Area is compatible with the Commercial/Light Industrial Zoning District. The compatibility matrix also shows that the Rural Village Designation is compatible with the Commercial/Light Industrial Zoning District.



The rezoning also meets the intent and principles for the Commercial/Industrial and Rural Village Area designations. The intent of the Commercial/Industrial designation, as described in the C2C Plan, is to support “the long-term planning objective of accommodating future demand for types of commercial and industrial growth that may be best located in a rural setting outside of an urbanized area.” As the welding shop services agricultural equipment, it can be concluded that the location outside of an urbanized area may be ideal. The majority of the principles in the C2C Plan for Commercial/Industrial Areas are standards for siting new development. As the welding shops are existing, the principles either are met or do not apply. For example, Commercial/Industrial Area Principle 3, “where appropriate, support expansion of existing and/or new industrial or commercial development when it can be demonstrated that agricultural and natural resources can be preserved and protected,” applies to expanding commercial and industrial uses. While the property owner plans improvements, no expansion to new areas is planned. The improvements, however, will help to support agriculture in the area through repairs to agricultural equipment.

Rural Village Areas are described in the C2C Plan as “existing areas characterized by a variety of land uses in one location are designated as Rural Village Area. These areas have unique land use patterns that provide valued and established services for citizens in Story County. Roads in these areas are generally platted as right-of-way and maintained by Story County. The uses are served by private wastewater treatment systems (septic) and private water sources – wells and rural water systems. As shown on the Future Land Use Map, these areas contain the rural villages of Iowa Center, Shipley, and Fernald.” The majority of commercially classified and zoned properties in Fernald are west of the subject properties and clustered in an area west of the railroad. However, as in the description of the Rural Village designation, the welding shop does represent a unique land use pattern that meets the intent of the designation. The rezoning will allow for the continuation of a commercial area in the center of Fernald, at the intersection of the community’s main roads, and as is shown to be the intended future land use for the area on the C2C Plan Future Land Use Map. Rural Village Area Principle 1, to “continue to promote improvements and re-investments,” is met as the rezoning will also permit maintenance and improvements to be made to the shop and for the future sale of the subject properties as commercial land.

2. The proposed rezoning shall conform to the Statement of Intent for the proposed district and district requirements.

The statement of intent for the CLI district is:

This district is intended to accommodate the full range of retail commercial services and products, wholesaling and warehousing, as well as light industrial, laboratory, manufacturing, fabricating and institutional activities in industrial locations. The intended uses are generally characterized by a minimum of obnoxious characteristics which might adversely affect surrounding development.

Staff Comment: The welding shop engages in manufacturing and fabricating activities, as permitted in the CLI District. Regarding the requirement that the uses are not obnoxious to surrounding development, the noise levels related to grinding and cutting may be higher than those typical of a residential area. However, the welding use has taken place in the location since 1979 and is an existing part of the neighborhood and its character. The property owner himself lives adjacent to the welding shop and is part of the Fernald community. He relayed to staff that he has never received a complaint related to noise and



staff is not aware of any complaints on record. The intent of the rezoning is to be able to improve the 1900s building, including making exterior improvements. As the shop is located at the main intersection of Fernald, the improvements may also benefit the community as a whole.

3. The proposed rezoning shall be compatible with surrounding land uses and development patterns.

Staff Comment: When Story County adopted zoning in 1958, the central blocks of Fernald, south of Elm Street and North of Oak Street, were zoned commercial. This area included the three subject properties. In 1997, the county initiated a rezoning of the commercially zoned areas in Fernald to R-1 Transitional Residential with the exception of the three subject properties. Subsequent zoning maps to the 1997 rezoning reflect the change in the area surrounding the subject properties to residential while the subject properties remain commercial until 2004 when the subject properties were shown on the official map as zoned residential. There are no records of additional rezonings and staff cannot conclude that the change in the zoning of the subject properties with the adoption of an official zoning map was an unintentional error. A zoning map with a last revision date of 2002 appears to last designate the subject properties as commercial.

The subject properties are located inside of a residential area, while the other commercial development in Fernald located one-half mile to the west and across the railroad from the residential area. However, the C2C Plan Future Land Use Map designates the two parcels with welding shops as Commercial/Industrial Areas, showing that the subject properties should continue to serve as a commercial area in Fernald and be zoned accordingly in order to meet the objectives of the plan. The parcel that contains the shops' septic system laterals is requested to be amended on the C2C Plan Future Land Use Map to the Commercial/Industrial designation to better reflect its current use.

4. The proposed rezoning shall protect environmental resources. Rezoning of parcels containing more than fifty (50) percent of the gross acreage as lands identified with areas designated Natural Resource Areas on the Story County Development Plan (C2C) shall not be approved unless such requested action results in a district designation more restrictive than the current designation, the R-C Residential Conservation Design (Overlay) District is applied to the property, or conditions protecting the identified areas are attached to the rezoning request. (Ordinance No. 184)

Staff Comment: Not Applicable—no natural resources are present on the property. Any activities that would require a zoning permit will be required to meet environmental protection provisions for stormwater and erosion control in the Land Development Regulations General Site Planning Standards Chapter 88.

5. In areas where the petition to rezone requests a change from A-1 District or A-2 District to another district, lands scoring 267 or above for total LESA score, as determined by a Land Evaluation Site Assessment (LESA) as adopted for Story County, shall not be approved. (Ordinance No. 208)

Staff Comment: Not Applicable.

Comments



The following comments are part of the official record of the proposed **Story County Zoning Map Amendment, Case No. REZ08-17**. If necessary, conditions of approval may be formulated based off these comments.

Comments from the Conceptual Review Team

A conceptual Review meeting was held for the proposed rezoning and minor subdivision on October 20, 2017. No comments, other than those from the Planning and Development Department that were already included in this report, were received.

Comments from the General Public

A development proposed sign was placed on the property on October 20, 2017.

Regarding the Planning and Zoning Commission Meeting on November 1, 2017, notice letters were sent to property owners within a ¼ mile of the proposed rezoning on October 24, 2017, and legal notice was published in the Ames Tribune, Nevada Journal, and Story County Sun on October 26, 2017.

Prior to the Planning and Zoning Commission meeting, Carla Ogden, 19523 Winchester, provided a verbal comment in support of the rezoning.

Regarding the Board of Supervisors' first consideration of the request on November 14, 2017 and tentative second and third considerations on November 28 and December 5, 2017, notice letters were sent to property owners within a ¼ mile of the proposed rezoning on November 7, 2017, and legal notice was published in the Ames Tribune, Nevada Journal, and Story County Sun on November 9, 2017.

No other comments were received at the time of the writing of this report.

PLANNING AND ZONING COMMISSION MEETING AND RECOMMENDATION

At their November 1, 2017, meeting, the Planning and Zoning Commission recommended approval of the rezoning request and Story County C2C Future Land Use Map Amendment. The commission asked questions to confirm the process related to a Board of Supervisors-initiated rezoning request and to confirm that no complaints related to the use had been received. The property owner spoke to reiterate his desire to continue the commercial use of the welding shop and necessity to rezone the property back to its original commercial designation. No members of the public spoke on the request.

Additional points of analysis the Planning and Zoning Commission considered include:

1. The subject properties are part of the original commercially zoned area in the center of Fernald.
2. The welding shop has been located on the subject properties and operated by the property owner since 1979.
3. The intent of the rezoning is to allow exterior and interior improvements to be made to the existing welding shop buildings and eventual sale of the property as commercial land.
4. The rezoning will allow for the continued use of the area as a commercial area inside of Fernald, at the intersection of the community's major roads, and as intended by the C2C Plan Future Land Use Map.

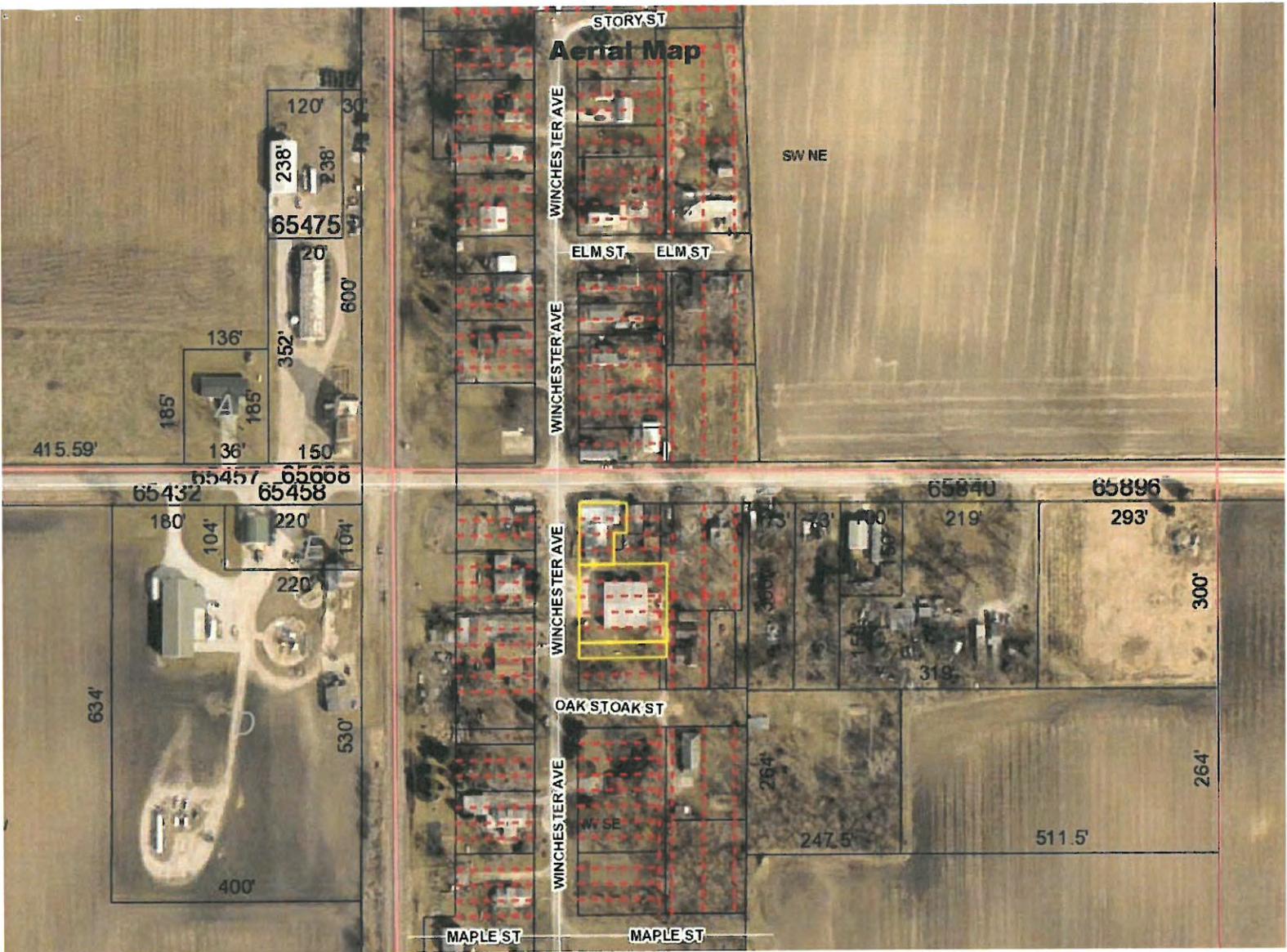


5. A 1997 rezoning of the area surrounding the subject properties from commercial to residential excepted the subject properties, with the intent of allowing them to remain commercially zoned.
6. There are no records of additional rezonings of the subject properties and staff cannot conclude that the change in the zoning of the subject properties to residential with the adoption of an official zoning map was an unintentional error. A zoning map with a last revision date of 2002 appears to last designate the subject properties as commercial.
7. Two of the subject properties that contain the welding shops are designated as Commercial/Industrial Area by the C2C Plan Future Land Use Map. The requested rezoning is supported by this designation as it supports the subject properties' continued use as a commercial area in the center of Fernald.
8. The third parcel that is part of the subject properties (located south of the parcels that contain the welding shops) is designated as Rural Residential in the C2C Plan to match its tax classification, which was a default classification as the presence of septic laterals on the parcel that serve the welding shops was not evident during the assessment or C2C Plan Future Land Use Map Development. The requested amendment to the C2C Plan Future Land Use Map to Commercial/Industrial better reflects the current use of the parcel and role of the parcel and septic system in supporting commercial operations. There is no intent for residential development on the parcel and residential development would not be permitted as minimum lot width requirements in the R-1 Residential District are not met.

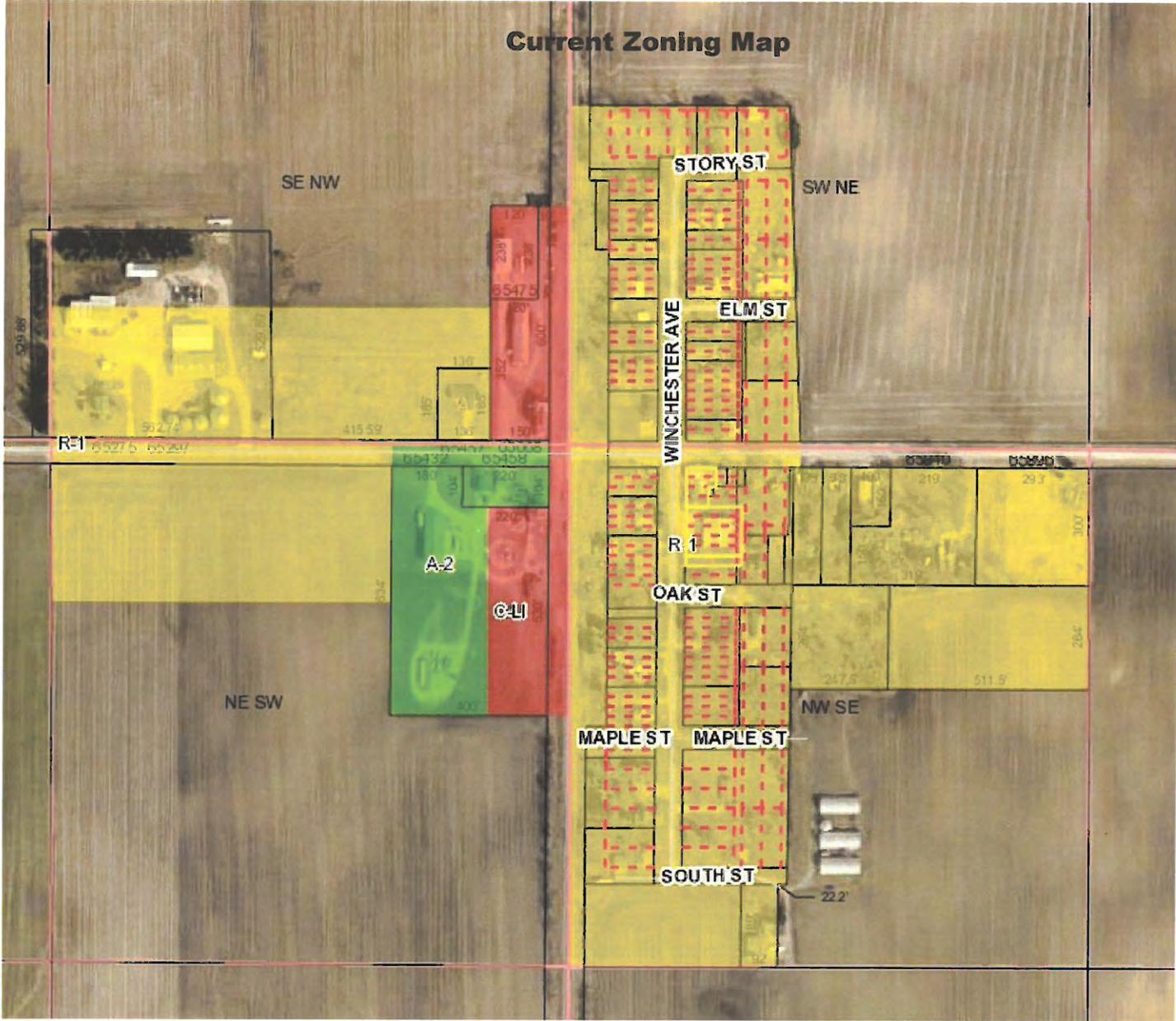
ALTERNATIVES

The Story County Board of Supervisors may consider the following alternatives:

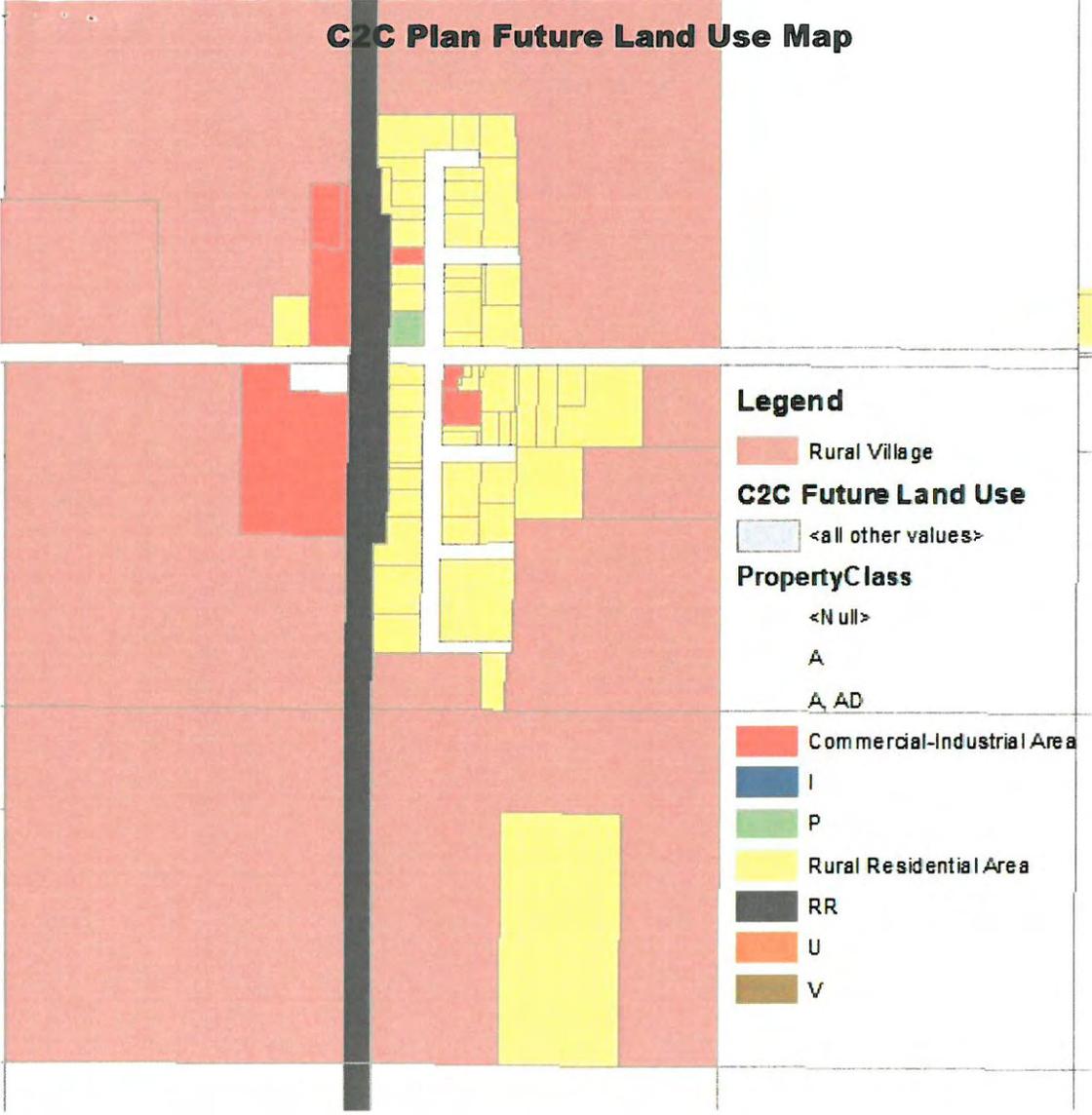
1. **The Story County Board of Supervisors approves the proposed Story County Zoning Map Amendment from the R-1 Transitional Residential District to the CLI Commercial/Light Industrial District for the subject properties and the Story County C2C Future Land Use Map Amendment from Rural Residential Area to the Commercial-Industrial Area for only Parcel Number 07-22-414-165 as put forth in case REZ08-17 on first consideration and sets the second consideration for Tuesday, November 28, 2017.**
2. The Story County Board of Supervisors approves the proposed Story County Zoning Map Amendment from the R-1 Transitional Residential District to the CLI Commercial/Light Industrial District for the subject properties and the Story County C2C Future Land Use Map Amendment from Rural Residential Area to the Commercial-Industrial Area for only Parcel Number 07-22-414-165 as put forth in case REZ08-17 with conditions on first consideration and sets the second consideration for Tuesday, November 28, 2017.
3. The Story County Board of Supervisors denies the proposed Story County Zoning Map Amendment from the R-1 Transitional Residential District to the CLI Commercial/Light Industrial District for the subject properties and the Story County C2C Future Land Use Map Amendment from Rural Residential Area to the Commercial-Industrial Area for only Parcel Number 07-22-414-165 as put forth in case REZ08-17 on first consideration and sets the second consideration for Tuesday, November 28, 2017.
4. The Story County Board of Supervisors remands the first consideration of the proposed Story County Zoning Map Amendment from the R-1 Transitional Residential District to the CLI Commercial/Light Industrial District for the subject properties and the Story County C2C Future Land Use Map Amendment from Rural Residential Area to the Commercial-Industrial Area for only Parcel Number 07-22-414-165 as put forth in case REZ08-17 back to the applicant and/or staff for additional information, and directs staff to place the first consideration on the November 28, 2017, Story County Board of Supervisors Agenda.



Current Zoning Map



C2C Plan Future Land Use Map



TEXT, ZONING, AND C2C PLANS

Ricks
 Signature
 (Information)

1. Property Owner*

(Last Name) Robinson
 (First Name) Raymond E.
 (Address) 65573 Oak St.
 (City) Nevada (State) IA (Zip) 50201
 (Phone) (515) 382-5566 (Email) rrmetalworks@gmail.com

2. Applicant (if different than owner)

(Last Name) _____
 (First Name) _____
 (Address) _____ (State) _____ (Zip) _____
 (City) _____ (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 [Signature] Date 6-10-17

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: Residential
 Proposed District: CL1-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 _____

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



DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Leanne Harter, AICP, CFM, County Outreach and Special Projects Manager, 900 6th Street, Nevada, Iowa 50201.515-382-7247

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
CONSIDERATION OF RESOLUTION NO. 18-50 A RESOLUTION TO ENTER INTO A SALE
AGREEMENT FOR THE PURCHASE OF COUNTY PROPERTY, CERTAIN REAL PROPERTY IN
ZEARING, IOWA, FOR THE AMOUNT OF \$18,883.00, AND AUTHORIZE THE SIGNATURE UPON THE
SALE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTATION TO EFFECTUATE THE
PURCHASE BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS

WHEREAS, the Story County Board of Supervisors of Story County, Iowa, that in order to acquire an interest in real property, for the purpose and use as a recreational trail, will consider a Sale Agreement between Story County Iowa, and Union Pacific Railroad Company, to purchase the property;

AND WHEREAS, the County has fully considered the Sale Agreement and finds that it is a necessary step in the process toward the acquisition of property in accordance with Iowa Code 331;

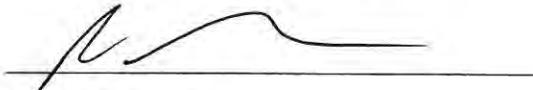
AND WHEREAS, entering into said Sale Agreement is advisable;

AND WHEREAS, Story County held a public meeting on this matter on the 14th day of November, 2017;

NOW, THEREFORE, BE IT RESOLVED that the County shall enter into the attached Sale Agreement for the purchase of certain real property in Zearing, Iowa, and any other necessary documentation to complete the transfer.

IT IS FURTHER RESOLVED the Chairperson of the Board of Supervisors and the Clerk to the Board of Supervisors are authorized and they are hereby directed to certify a copy of this Resolution as the voluntary act and deed of the Board of Supervisors of Story County, Iowa.

Dated this 14th day of November, 2017



Board of Supervisors



Attest: Story County Auditor

Moved by: Olson

Seconded by: Chitty

Voting Aye: Olson, Chitty, Sanders

Voting Nay: None

Absent: None



October 11, 2017
Folder: 2741-07

ETHAN P. ANDERSON
STORY COUNTY, IOWA
1315 SOUTH B AVENUE
NEVADA IA 50201

Dear Mr. Anderson:

This letter ("Agreement") confirms our understandings covering the possible sale by Union Pacific Railroad Company ("Seller") to Story County, Iowa ("Buyer") of Seller's interest in certain real property in Zearing, Story County, Iowa.

The undersigned will recommend to Seller's Management a sale of the Property on the following terms and conditions:

Article 1. Description of Property:

- A. The Property is approximately 2.30 acres, more or less, as shown on the print attached hereto as Exhibit A and made a part hereof. The legal description of the Property will be determined by Seller.
- B. Before finalizing any survey, Buyer shall submit the draft survey to Seller for review and approval. Computer files of the survey and legal descriptions shall be sent via e-mail to RHARRIS@UP.COM, with a subject line referencing the UPRR Folder Number 2741-07 assigned to this document. **Buyer shall deliver a certified copy of the completed survey to Seller within Sixty (60) days after Buyer's execution of this Agreement ("Survey Period").** Delay in obtaining or furnishing the survey to Seller shall in no event give Buyer the right to extend the Closing Date (as defined in the 'Closing – Default:' Article).

Article 2. Sale Price:

The sale price ("Sale Price") for the Property shall be Eighteen Thousand Eight Hundred Eighty Three Dollars (\$18,883.00).

Article 3. Feasibility Review/Right of Entry:

- A. **For Sixty (60) days from the date of execution of this Agreement by Buyer ("Feasibility Review Period"),** Buyer and its agents and contractors may enter upon the Property to perform environmental audits, soil tests, engineering and

feasibility studies of the Property. If the results of such audits, tests or studies, or Buyer's review of title or any other matters relating to the Property are unsatisfactory, Buyer may terminate this Agreement by giving Seller written notice before the end of the Feasibility Review Period. If no such written notice of termination is given before the end of the Feasibility Review Period, the Property will be deemed suitable for Buyer's purposes. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all audits, soils, engineering and any other reports prepared for Buyer pertaining to the Property and such reports will become the sole property of Seller without cost or expense of Seller and this Agreement will terminate without any further force and effect, and without further obligation of either party to the other.

B. Buyer's right to enter upon the Property pursuant to Article 3-A is subject to the following:

1. Buyer will indemnify, defend and save harmless Seller and/or Seller's affiliates (Seller's affiliates means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with the entry upon the Property by Buyer, its agents or contractors prior to Closing.

2. Buyer and Buyer's agents and contractors (collectively "Contractors") will maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not make disclosure without the prior written consent of Seller. If Buyer discovers hazardous or toxic substances or materials, Buyer will immediately notify Seller.

3. Buyer will promptly deliver to Seller the results and copies of any and all reports, evaluations, tests and studies generated in connection with any environmental assessments. Prior to the issuance of any final environmental report, Seller will have the opportunity to make comments, pose questions and offer recommendations to the Contractor preparing the report.

4. Buyer agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of any work done, labor performed or materials furnished at the Property on behalf of Buyer prior to Closing.

5. If the sale of the Property does not close, Buyer will, as soon as possible and at Buyer's sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Property, failing in which Seller

may perform the work of restoration and Buyer will reimburse Seller within thirty (30) days after rendition of bill by Seller.

- C. Absence of markers is not a warranty by Seller of no subsurface installations. Fiber optic systems, pipelines, and other structures may be buried on the Property. Before any digging/drilling/excavation, the following procedures will be followed by Buyer and Buyer's Contractors:
 - 1. Protection of any fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Buyer will telephone 1-800-336-9193 (a 24-hour, 7-day number for emergency calls) during normal business hours (7 A.M. to 9 P.M., CT, Monday-Friday, except holidays) to determine if any fiber optic cable is buried on the Property. If it is determined that fiber optic cable is buried on the Property, Buyer shall promptly inform Seller, at the address at the bottom of the first page of this Agreement, of the results of its investigation.
 - 2. Before drilling or excavating with mechanized equipment, Buyer will explore with hand tools to a depth of at least eight (8) feet below the surface or will use suitable detection equipment.
- D. Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, Buyer will remain obligated to comply with the provisions of Article 3-A and 3-B and Seller will retain all of its remedies for Buyer's default under Article 3-A and 3-B.

Article 4. As Is Sale - Release - Indemnity:

- A. Prior to the Closing Date, Buyer will have the opportunity to make such inspections of the Property and matters related thereto as Buyer desires, including, without limitation, governmental laws and regulations to which the Property is subject, the title to the Property, and the suitability or fitness of the Property for Buyer's proposed use. Buyer acknowledges and agrees that the Property is to be sold and accepted by Buyer in an "AS IS" condition, with all faults, and Buyer acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Buyer agrees that any information Buyer may receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Buyer will make an independent verification of the accuracy of the information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the

basis of Buyer's own independent investigation of the physical and environmental conditions of the Property. Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

- B. **FROM AND AFTER CLOSING, BUYER WILL RELEASE SELLER, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS.**
- C. The provisions of this Article 4 will survive the delivery of the deed and will bind and inure to the benefit of the parties hereto, their heirs, successors and assigns.

Article 5. Escrow, Title Insurance and Abstract of Title:

- A. Seller will not furnish title insurance or an abstract of title to the Property. Buyer may, at its sole option and expense, obtain a preliminary title report ("PTR") in order to review the status of title to the Property during the Feasibility Review Period. If Buyer obtains a PTR, a copy will be delivered to Seller. Seller has no obligation to cure any title defects or to assist Buyer in obtaining title insurance.
- B. If Buyer desires title insurance, Buyer shall pay the cost of any title insurance and any endorsements or changes to the title policy desired by Buyer. If an escrow is used, Buyer shall pay any and all fees relating to the escrow, including, but not limited to, any City and/or County Transfer Taxes and recording fees.

Article 6. Form of Deed; Reservations:

- A. At Closing, Seller will transfer Seller's interest in the Property to Buyer by Quitclaim Deed, subject to all outstanding rights, whether or not of record.

- B. Seller will reserve from the transfer
 - (1) all minerals and mineral rights without right of surface entry.

C. Restriction On Use.

The Property will be quitclaimed by Seller subject to the following covenant, condition and restriction which Buyer by the acceptance of the deed covenant for itself, its heirs and assigns, faithfully to keep, observe and perform:

Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

The foregoing covenant, condition and restriction shall run with the Property, and a breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of Seller, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Article 7. Existing Agreements:

- A. If any lease or "Use Rights" (license or other rights to use the Property) affects only the Property (whether identified by Seller before or after execution of this Agreement), Seller's rights and obligations under any such identified lease or Use Right will be assigned to and assumed by Buyer at or after Closing.
- B. Buyer acknowledges that the Property may be subject to unidentified Use Rights. It is the responsibility of Buyer to determine if any of these unidentified Use Rights exist.

Article 8. Closing - Default:

- A. **Closing will occur on or before January 31, 2018 ("Closing Date").** The Closing will be deemed to occur upon payment of the Sale Price by a cashier's or certified check, and delivery of the deed. All Closing costs, including transfer taxes and excise taxes, will be paid by Buyer.
- B. If Closing fails to occur due to default by Seller, Buyer may terminate this Agreement as Buyer's sole remedy against Seller. In the event of such termination, neither Seller nor Buyer will have any further liability hereunder.
- C. If Closing fails to occur due to default by Buyer, Seller may terminate this Agreement and neither Seller nor Buyer shall have any further obligations or liability hereunder except for any of Buyer's surviving obligations pursuant to

Article 3 (B) hereof. In no event shall Seller have any obligation whatsoever to extend the Closing Date for any reason if Buyer fails to perform.

Article 9. Prorations:

Local property taxes, if any, and other assessments due and payable in the year of Closing, as well as rental under any leases or Use Rights that are being assigned, will be prorated as of the date of Closing. Buyer will assume any installments of assessments not yet due and payable.

Article 10. Negotiations – Brokers and Finders:

Negotiations relative to this transaction have been carried on by both parties without the intervention of any person which will give rise to any valid claim against either of the parties hereto, for brokerage commission or other like payment. Each party hereto shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payments arising out of the transaction contemplated by this Agreement and occasioned by the indemnifying party.

Article 11. Subdivision/Platting Compliance:

It may be necessary to comply with local or state subdivision or platting laws or regulations prior to Closing. All necessary applications, maps and other requirements to comply with this requirement will be completed by Buyer at Buyer's sole cost and expense, and are subject to review and approval by Seller before filing. If Buyer fails to comply with subdivision requirements prior to the Closing Date, or if any proposed subdivision plat or parcel map contains conditions affecting Seller, the Property prior to Closing, or other real property owned by Seller, then Seller, in its sole and absolute discretion, may terminate this Agreement. Seller is not obligated to extend the Closing Date due to Buyer's failure to comply with subdivision or platting requirements prior to the Closing Date.

Article 12. Seller's Management Approval:

BUYER ACKNOWLEDGES THAT NEITHER THIS AGREEMENT NOR THE NEGOTIATIONS LEADING TO THIS AGREEMENT CREATE ANY OBLIGATION ON THE PART OF SELLER TO SELL THE PROPERTY TO BUYER UNLESS THIS AGREEMENT IS APPROVED IN ACCORDANCE WITH SELLER'S MANAGEMENT POLICY STATEMENT. IF SUCH APPROVAL IS NOT GIVEN AND COMMUNICATED TO BUYER BY THE CLOSING DATE, THIS AGREEMENT WILL TERMINATE AND NEITHER PARTY WILL HAVE ANY FURTHER OBLIGATION.

Article 13. Condemnation:

If, prior to Closing, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the

Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within thirty (30) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this Agreement. In the event of such termination, this Agreement will be without any further force and effect and without further obligation of either party to the other. If neither party elects to terminate pursuant to this Article - Condemnation, the Sale Price will be determined as though such condemnation had not occurred, and the net proceeds of condemnation awards paid or payable to Seller by reason of such condemnation of the Property shall be paid or assigned to Buyer at Closing.

Article 14. Counterparts; Electronic Signatures:

This Agreement (or any amendments hereto) may be executed in any number of counterparts and in separate counterparts, each of which shall be deemed an original. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

If you agree with the foregoing terms and conditions with respect to the possible purchase of the Property, please indicate your acceptance of these terms and conditions by signing in the acceptance space provided below and returning one copy to Rick Harris at the address listed on the bottom of the first page of this letter, **in order that it is received by Seller no later than November 15, 2017**. Please also indicate below how you wish to take title. If you should have any questions, please call Rick Harris at (402) 544-8588.

Sincerely,

Mark Jensen
Senior Manager - Real Estate

ACCEPTED AND AGREED THIS 14th DAY OF November, 2017

STORY COUNTY, IOWA

By: 

Print Name: Rick Sanders

Title: Chair BOS

Title to the Property will be taken as follows: _____

If Corporation, State of incorporation: _____

Mailing Address: _____

**Story County
Secondary Road Buildings - Letting**

| Project Numbers | | Engineers Estimate | | Project Total | |
|-----------------|---------------------------|--------------------|----------------|----------------|----------------|
| No. | Item | Amount | Project Total | Project Total | Project Total |
| 1 | Kelley & Roland Buildings | LUMP SUM | \$1,235,773.00 | \$1,350,000.00 | \$1,033,400.00 |

| Company Name | Project Total |
|--------------------------------|---------------|---------------|---------------|---------------|----------------|
| LARRY ELWOOD CONSTRUCTION INC. | | | | | |
| SAMP CONSTRUCTION | | | | | |
| TBB&M | | | | | |
| TWO RIVERS GROUP | | | | | |
| KINGLAND CONSTRUCTION SERVICES | | | | | \$1,130,000.00 |

Recommend Award To:

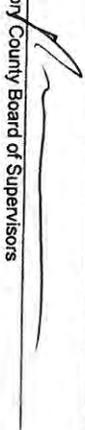
Jensen Builders LTD.

Approved By:

Story County Board of Supervisors

Recommend Approval By:

Story County Engineer

 **AIA[®] Document A101[™] – 2007****Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

AGREEMENT made as of the thirty-first (31st) day of October in the year 2017
(In words, indicate day, month and year.)

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

Story County
900 6th Street
Nevada, IA 50201

and the Contractor:
(Name, legal status, address and other information)
Jensen Builders, Ltd.
2097 NE 60th Avenue
Des Moines, Iowa 50313

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

Secondary Roads Building Improvements (Kelley/Roland Shed)

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

HAILA Architecture | Structure | Planning, LTD.
413 Kellogg Avenue
Ames, IA 50010

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

| | |
|----|---|
| 1 | THE CONTRACT DOCUMENTS |
| 2 | THE WORK OF THIS CONTRACT |
| 3 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 4 | CONTRACT SUM |
| 5 | PAYMENTS |
| 6 | DISPUTE RESOLUTION |
| 7 | TERMINATION OR SUSPENSION |
| 8 | MISCELLANEOUS PROVISIONS |
| 9 | ENUMERATION OF CONTRACT DOCUMENTS |
| 10 | INSURANCE AND BONDS |

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

(Paragraph deleted)

Work may commence as soon as the Contractor has filed with the Owner the required bonds and certificate of insurance and have received a copy of the fully executed contract.

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

§ 3.3 The Contractor shall achieve Substantial Completion June 15, 2018 and Final Completion of all Punch List items by no later than July 15, 2018.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one million thirty three thousand four hundred dollars & no/100 (\$1,033,400.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

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

| Item | Units and Limitations | Price Per Unit (\$0.00) |
|---|-----------------------|-------------------------|
| No. 1 – Change Order Mark up | | |
| O.H. & Profit | Percent | 15% |
| Markup | Percent | 10% |
| Deduct | Percent | 5% |
| No. 2 – Over Excavation & Structural Fill | Cubic Yard | \$125/cy |

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

| Item | Price |
|------|-------|
|------|-------|

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

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

Init.

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work, unsettled claims or as otherwise required under Iowa Chapters 26 and 573; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Retainage to be reduced in accordance with the laws of the State of Iowa, as applicable.

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no earlier than 31 days following approval and final acceptance of the Project by the Story County Board of Supervisors (Owner) upon receipt and review of the

Init.

Architect's Certificate and Recommendation for Final Payment. Final payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases (Chapter 573 claims are the equivalent of lien waivers on public improvement projects in Iowa) and other required closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

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

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the Owner shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the Owner, including those incurred on appeal.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract Document shall bear interest from the date payment is due at the rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:
(Name, address and other information)

Darren Moon
Story County Engineer
837 N Avenue
Nevada, IA 50201

§ 8.4 The Contractor's representative:

(Paragraphs deleted)

Jason Crimmins
Jensen Builders Ltd.
2097 NE 60th Avenue
Des Moines, IA 50313

(Name, address and other information)

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

§ 9.1.4 The Specifications: See Exhibit A

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

§ 9.1.5 The Drawings: See Exhibit A

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

§ 9.1.6 The Addenda, if any:

| Number | Date | Pages |
|----------------------|------------------|-----------|
| <i>(Row deleted)</i> | | |
| 1 | October 25, 2017 | Eight (8) |
| 2 | October 30, 2017 | Four (4) |

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

Init.

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Notice to Bidders
Instructions to Bidders

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

| Type of bond | Limit of bond amount (\$0.00) |
|------------------|--------------------------------------|
| Performance Bond | Equal to 100% of the Contract Amount |
| Payment Bond | Equal to 100% of the Contract Amount |

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



OWNER (Signature)

Rick Sanders Chair BOS

(Printed name and title)

11/14/17



CONTRACTOR (Signature)

Jason Crimmins, Vice President

(Printed name and title)

Recommended for approval by:



Darren R. Moon, P.E.

Date

Init.

EXHIBIT A
TO

AIA DOCUMENT A101

Standard Form of Agreement Between Owner and Contractor

Where the basis of payment is a *STIPULATED SUM*

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

9.14 The Specifications are those contained in the Project Manual dated October 4, 2017 and are as follows:

| | | |
|---------|---------------------|---|
| 00-0102 | PROJECT INFORMATION | 2 |
| 00-0105 | CERTIFICATIONS PAGE | 2 |

DIVISION 01 - GENERAL REQUIREMENTS

| | | |
|---------|---|---|
| 01-1000 | SUMMARY | 2 |
| 01-2000 | PRICE AND PAYMENT PROCEDURES | 4 |
| 01-2200 | UNIT PRICES | 2 |
| 01-3000 | ADMINISTRATIVE REQUIREMENTS & SHOP DRAWING SUBMITTAL FORMS | 8 |
| 01-3553 | SECURITY PROCEDURES | 2 |
| 01-4000 | QUALITY REQUIREMENTS | 4 |
| 01-4216 | DEFINITIONS | 2 |
| 01-4533 | CODE-REQUIRED SPECIAL INSPECTIONS | 4 |
| 01-5000 | TEMPORARY FACILITIES AND CONTROLS | 2 |
| 01-5100 | TEMPORARY UTILITIES | 2 |
| 01-5200 | CLEANING UP | 2 |
| 01-5213 | FIELD OFFICES | 2 |
| 01-5500 | VEHICULAR ACCESS AND PARKING | 2 |
| 01-5813 | TEMPORARY PROJECT SIGNAGE | 2 |
| 01-6000 | PRODUCT REQUIREMENTS & PREBID SUBSTITUTION REQUEST FORM | 6 |
| 01-7000 | EXECUTION AND CLOSEOUT REQUIREMENTS | 4 |
| 01-7800 | CLOSEOUT SUBMITTALS | 6 |

DIVISION 02 - EXISTING CONDITIONS

| | | |
|---------|------------|---|
| 02-4100 | DEMOLITION | 4 |
|---------|------------|---|

DIVISION 03 - CONCRETE

| | | |
|---------|-------------------------|---|
| 03-0505 | UNDERSLAB VAPOR BARRIER | 2 |
| 03-3000 | CAST-IN-PLACE CONCRETE | 6 |

DIVISION 05 - METALS

| | | |
|---------|--------------------|---|
| 05-5000 | METAL FABRICATIONS | 4 |
|---------|--------------------|---|

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06-1000 ROUGH CARPENTRY 4

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07-2100 THERMAL INSULATION 2

07-9200 JOINT SEALANTS 4

DIVISION 08 - OPENINGS

08-3613 SECTIONAL DOORS 6

DIVISION 09 - FINISHES

09-9600 HIGH-PERFORMANCE COATINGS 6

DIVISION 13 - SPECIAL CONSTRUCTION

13-1300 PRE-ENGINEERED WOOD FRAMED BUILDING SYSTEM 10

| | | |
|---------|------------------|----|
| 31-1000 | SITE CLEARING | 4 |
| 31-2000 | EARTH MOVING | 16 |
| 32-1313 | CONCRETE PAVING | 26 |
| 32-9200 | TURF AND GRASSES | 2 |
| 33-3100 | SANITARY SEWER | 4 |
| 33-3200 | WATER PIPING | 8 |
| 33-4100 | STORM SEWER | 10 |

SECONDARY ROADS BUILDING IMPROVEMENTS –
KELLEY/ROLAND SHED
STORY COUNTY, IOWA

9.15 The Drawings are as follows, and are dated October 4, 2017

G0

C.110

C.120

C.130

C.210

C.220

C.230

C.300

C.301

S1.0

AD1

A1

A2

A3

A4

A5

A6

M0

M1

M2

M3

P1

E0

E1

E2

E3

DIVISION 22 - PLUMBING

| | | |
|------------|--|---|
| 22 0517 | SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING | 3 |
| 22 0518 | ESCUTCHEONS FOR PLUMBING PIPING | 1 |
| 22 0519 | METERS AND GAGES FOR PLUMBING PIPING | 5 |
| 22 0523 | GENERAL-DUTY VALVES FOR PLUMBING PIPING | 7 |
| 22 0529 | HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT | 4 |
| 22 0553 | IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT | 2 |
| 22 0719 | PLUMBING PIPING INSULATION | 7 |
| 22 1116 | DOMESTIC WATER PIPING | 6 |
| 22 1119 | DOMESTIC WATER PIPING SPECIALTIES | 2 |
| 22 1316 | SANITARY WASTE AND VENT PIPING | 8 |
| 22 1319 | SANITARY WASTE PIPING SPECIALTIES | 3 |
| 22 1319.13 | SANITARY DRAINS | 2 |

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

| | | |
|------------|--|----|
| 23 0513 | COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT | 2 |
| 23 0517 | SLEEVES AND SLEEVE SEALS FOR HVAC PIPING | 2 |
| 23 0518 | ESCUTCHEONS FOR HVAC PIPING | 2 |
| 23 0523 | GENERAL-DUTY VALVES FOR HVAC PIPING | 6 |
| 23 0529 | HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT | 4 |
| 23 0553 | IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT | 2 |
| 23 0593 | TESTING, ADJUSTING, AND BALANCING FOR HVAC | 10 |
| 23 1123 | FACILITY NATURAL-GAS PIPING | 8 |
| 23 3423 | HVAC POWER VENTILATORS | 5 |
| 23 5523.13 | LOW-INTENSITY, GAS-FIRED, RADIANT HEATERS | 3 |
| 23 5533.16 | GAS-FIRED UNIT HEATERS | 3 |

DIVISION 26 - ELECTRICAL

| | | |
|---------|--|---|
| 26 0519 | LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES | 3 |
| 26 0526 | GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS | 3 |
| 26 0529 | HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS | 2 |
| 26 0533 | RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS | 7 |
| 26 0553 | IDENTIFICATION FOR ELECTRICAL SYSTEMS | 4 |
| 26 0923 | LIGHTING CONTROL DEVICES | 4 |
| 26 2416 | PANELBOARDS | 6 |
| 26 2726 | WIRING DEVICES | 3 |
| 26 4313 | SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS | 3 |
| 26 5119 | LED INTERIOR LIGHTING | 5 |

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

| | | |
|---------|-----------------------------------|---|
| 28 3112 | ZONED (DC LOOP) FIRE-ALARM SYSTEM | 7 |
|---------|-----------------------------------|---|

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Emily Zandt, Story County Planning & Development Department, 900 6th St., Nevada, Iowa 50201 515-382-7248

Please return to:
Planning & Development

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 18-62**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate under the ownership of Schnur Farms Inc., 72408 270th Street, Colo, Iowa. The proposed Agricultural Subdivision is located in Section 35 of New Albany Township, south of 270th Street and ¼ mile east of 720th Avenue, Colo and identified as parcel #12-35-100-210, containing approximately 37.14 gross acres hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Schnur Farms Inc is the legal titleholder of said platted real estate, and

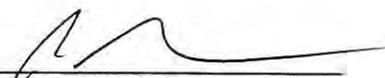
WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, *Code of Iowa*, and as prescribed by the *Story County C2C Plan* and the *Code of Ordinances, of Story County, Iowa*, have been complied with and met,

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

NOW, THEREFORE, BE IT RESOLVED that the plat of the Schnur Farms Subdivision, 2nd Addition - Agricultural Subdivision, involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved and the real estate hereinafter described on Attachment A shall hereinafter be known as Schnur Farms Subdivision, 2nd Addition.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution #18-62 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 14th day of November, 2017.



Board of Supervisors
Story County, Iowa



County Auditor
Story County, Iowa

Moved by: Chitty

Seconded by: Olson

Voting Aye: Chitty, Olson, Sanders

Voting Nay: None

Absent: None

ATTACHMENT A

LEGAL DESCRIPTION:

An Agricultural Subdivision of Outlot A in Schnur Farms Subdivision in the Northeast Quarter of the Northwest Quarter of Section 35, Township 83 North, Range 21 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the Northwest Corner of said Northeast Quarter of the Northwest Quarter; thence N89°46'59"E, 804.13 feet along the north line of said Section 35 to the Northwest Corner of Parcel A in said Northeast Quarter of the Northwest Quarter, as shown on the Plat of Survey filed in Slide 27, Page 2; thence following the west and south lines thereof S13°00'40"E, 233.82 feet; thence N89°47'23"E, 390.97 feet to the Southeast Corner of said Parcel A; thence N89°30'24"E, 73.36 feet to the Northeast Corner of said Outlot A; thence S00°06'07"E, 1093.60 feet to the Southeast Corner of said Outlot A, said point also being the Southeast Corner of the Northeast Quarter of the Northwest Quarter; thence S89°46'14"W, 1297.30 feet to the Southwest Corner of said Outlot A; thence following the west line thereof N00°01'22"E, 637.73 feet; thence S87°41'48"W, 24.31 feet to the west line of said Northeast Quarter of the Northwest Quarter; thence N00°08'33"W, 684.75 feet to the point of beginning, containing 37.14 acres, which contains 0.61 acres of existing public right of way.

PROPERTY LOCATION

Section 35, Township 83, Range 21

PARCEL IDENTIFICATION NUMBER

12-35-100-210

Staff Report

Board of Supervisors

Date of Meeting:
November 14, 2017

Case Number SUB19-17
Schnur Farms Subdivision, 2nd Addition
Agricultural Subdivision
Resolution No. 18-62

APPLICANT: Miriam Titus
30711 720th Avenue
Collins, IA 50055

STAFF PROJECT MANAGER: Emily Zandt, Planner

SUMMARY: Agricultural Subdivision request for proposed Outlot C, 0.47-net acres, and proposed Outlot D, 36.06 net acres that will contain the existing agricultural accessory structures. Proposed Outlot C will be conveyed with parcel #12-35-100-130, an adjacent 4.57-net acre parcel located to the west. All land within the subdivision will remain in agricultural production. Planning staff recommend approval of the proposed Agricultural Subdivision Plat.





Background

Property Owners

Schnur Farms Inc

Parcel Identification Number

12-35-100-210

Location of Subdivision

New Albany Township (35-83-21)

Size of Area

36.53 Net Acres

Current Zoning

A-1 Agricultural District

C2C Future Land Use Map Designation

Agricultural Conservation Area

Description of Proposed Subdivision

The application is to consider a request for an Agricultural Subdivision of the 36.53-net acre parcel. The property owner would like to convey the area on the west side of the drainage ditch with parcel immediately to the west in the next quarter quarter, as it is farmed as one piece. The proposed subdivision includes a proposed Outlot C, a 0.47-net-acre lot in the northwest corner of the subject property that will remain in agricultural production, and proposed Outlot D, a 36.06-net acre lot that will contain two existing agricultural buildings and will remain in agricultural row crop production. Proposed Outlot C will be conveyed with parcel number 12-35-100-130, an adjacent 4.57-net acre parcel located in the northwest quarter of the northwest quarter of Section 35, New Albany Township, which will also remain in agricultural production.

The proposed division was submitted to the Planning and Development Department as an Agricultural Subdivision. Planning and Development Staff initially indicated to the property owner this division could also be completed through a Plat of Survey, however also meets the requirements of the Agricultural Subdivision process identified in Chapter 87.07 of the Story County Land Development Regulations and can be completed using either process. The property owners opted to go through the Agricultural Subdivision Process to divide the property.

Applicant's Property and Current Surrounding Land Use

The property is located in New Albany Township. It is approximately 3.5 miles southeast of the City of Colo, and 4.1 miles northeast of the City of Collins. Adjacent properties include several large agricultural parcels, two residential lots to the northeast, and a farmstead property located to the northwest of the subject property, on the north side of 270th Street. There are thirty-four (34) parcels located within a



half mile of the property. Seven (7) of these parcels contain single-family dwellings. There are also twenty (20) parcels within half a mile of the property without dwellings that meet or exceed the minimum 35-acre requirement and would be candidates to obtain zoning permits from the County for the construction of a single-family dwelling. Approximately 4.7 acres on the western side of the subject property are located within FEMA designated floodplain. No development is proposed for this property.

Adjacent properties to applicant’s property

North– a 91.16-net acre parcel in agricultural row crops; a 27.5-net acre parcel in agricultural row crops (both owned by Schnur Farms); a 1.85-net acre parcel with dwelling built in 1988

East – a 35.31-net acre parcel in agricultural row crop production (owned by Schnur Farms Inc); a 2.27-net acre residential lot with dwelling built in 1986; a 1.71-net acre parcel with dwelling built in 2001

South – 27.34-net acre parcel in agricultural row crops (owned by Schnur Farms Inc)

West – a 33.20-net acre parcel in agricultural row crops; a 4.57-net acre parcel in agricultural row crops (owned by Schnur Farms, Inc)

History of Applicant’s Property

In 1980, the western 24.34 feet of the parcel from the southwest corner north 684.36 feet was divided from the original quarter quarter through a Plat of Survey. In 1999, a Plat of Survey created Parcel A, a 1.85 net acre parcel which contains a single-family dwelling built in 1988. In 2015, the subject property was a part of the Schnur Farms Subdivision, which created one development lot and two Outlots (Outlot A, the subject property, and Outlot B to the east). The subject property contains a feed and livestock barn built in 1953 and a pole barn/cattle shed built in 1960.

Cities within Two Miles

None

Utility Providers

Alliant Energy – Electric

Iowa Regional Utilities Association – Water

Districts

Colo- Nesco School District

Story County Ambulance

Colo Fire Department

Applicable Regulations – Story County Land Development Regulations

87.07 AGRICULTURAL SUBDIVISION PLAT

1. A subdivision may be submitted for review and approval as an agricultural subdivision plat when all of the following are true:
 - A. The lots created by the subdivision are intended to be used for agricultural purposes;
 - B. The subdivision contains no new development lots;



- C. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use; and
- D. The subdivision lies wholly within the A-1 or A-2 Districts. (Ordinance No. 184) E. No agricultural or minor subdivisions have been approved for the tract(s) being divided after December 31, 2003. (Ordinance No. 160)

Commentary

The following comments are part of the official record of the proposed Agricultural Subdivision Plat – Schnur Farms Subdivision, 2nd Addition, Case No. SUB19-17. If necessary, conditions of approval may be formulated based off these comments.

Comments from the Interagency Review Team

The application materials were forwarded to the members of the Interagency Review Team and the following comments were received.

Story County Auditor’s Office

- 1. The existing subdivision is Schnur Farms Subdivision. The proposed name of the new subdivision is too similar to the existing subdivision name. The new subdivision should be Schnur Farms Subdivision, Second Addition or an entirely new and distinct name should be chosen. *Name changed.*

Story County Floodplain Manager

- 1. Item #8 of Title Opinion refers to Tama County. *Corrected.*
- 2. As identified on the proposed plat, there is FEMA-mapped floodplain present. The mapped floodplain is “Zone A” on the flood insurance study as such, detailed elevations are not available. It will be the responsibility of the property owner, if development as defined below is requested, to identify the following per County regulations. Any development triggers a floodplain development application and compliance with Story County’s adopted floodplain management regulations. Development is defined as: Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. Story County’s preference would be that all areas of the mapped floodplain on the property be placed in an outlot, which is demonstrated on the proposed plat. We would also prefer deed restrictions prohibiting any further development as defined above. At this time, our adopted regulations, however, do not dictate such; it is only a recommended course of action. *Acknowledged. The Outlot C being created for Schnur Farms Subdivision, Second Addition, is intended to be used for agricultural purposes.*

Story County Planning & Development Department

- 1. Story County Land Development Regulations: Land Division Requirements, Section 87.07 (1), Subsection A, states that the development lots created through an agricultural subdivision must be used for agricultural purposes. Please describe the intended purpose of the proposed lots and the purpose of the division as it relates to agriculture.



2. Are you proposing any new accesses from 270th Street? Any new accesses will be require a permit from Story County Engineering and Secondary Roads. *No.*
3. Are restrictive covenants proposed? If so, please provide a copy. *No.*

Comments from the General Public

Notification letters were mailed to surrounding property owners within ¼ mile of the subject property regarding the public meeting on the subdivision request on November 7, 2017. No written or verbal comments were received from the general public at the time this staff report was completed.

Analysis

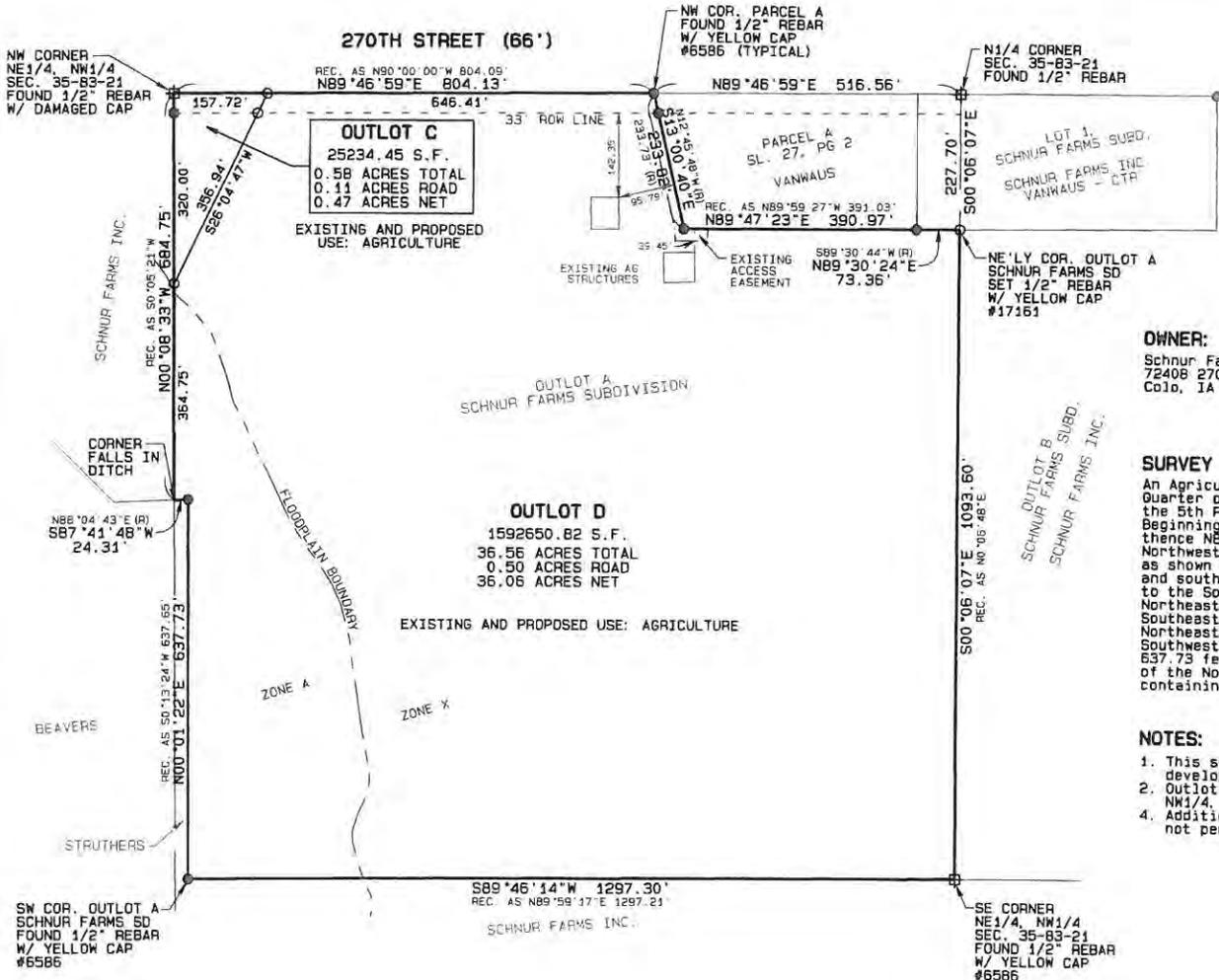
Points to consider in evaluating the applicant's request to divide their property through the Agricultural Subdivision Plat process to create two (2) outlots for agricultural use.

1. The primary goal of the subdivision is to allow proposed Outlot C to be conveyed with Parcel #12-35-100-130, an adjacent 4.57-net acre parcel located to the west of the proposed subdivision. The property owner farms this land with the adjacent land to the west, which is located in the next quarter quarter, and would like to convey this land as one piece.
2. The subdivision meets all requirements and standards for an Agricultural Subdivision. Outlots C and D will continue to be used for agricultural purposes only and is not for future development.
3. The proposed subdivision is a part of over 500 acres of land owned by Schnur Farms Inc. in the area.

Alternatives

Story County Planning & Development Staff recommend the approval of the Schnur Farms Subdivision, 2nd Addition as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #18-62, the Agricultural Subdivision Plat – Schnur Farms Subdivision, 2nd Addition as put forth in SUB19-17.**
2. The Story County Board of Supervisors approves Resolution #18-62, the Agricultural Subdivision Plat – Schnur Farms Subdivision, 2nd Addition, with conditions, as put forth in SUB19-17.
3. The Story County Board of Supervisors denies Resolution #18-62, the Agricultural Subdivision Plat – Schnur Farms Subdivision, 2nd Addition, as put forth in SUB19-17.
4. The Story County Board of Supervisors tables the decision on Resolution #18-62, the Agricultural Subdivision Plat – Schnur Farms Subdivision, 2nd Addition, as put forth in SUB19-17, and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on Board of Supervisor's agenda.



OWNER:
 Schnur Farms Inc.
 7240B 270th Street
 Colo, IA 50056

DISTRI
 Fire: Co
 Ambulanc
 School:
 Zoning:

SURVEY DESCRIPTION-SCHNUR FAR
 An Agricultural Subdivision of Outlot A Quarter of the Northwest Quarter of Sec the 5th P.M., Story County, Iowa, being Beginning at the Northwest Corner of sa thence N89°46'59"E, 804.13 feet along t Northwest Corner of the Plat of Survey filed in as shown on the Plat of Survey filed in and south lines thereof S33°00'40"E, 23 to the Southeast Corner of said Parcel; Northeast Corner of said Outlot A; then Southeast Corner of said Outlot A, said Northwest Quarter of the Northwest Quar Southeast Corner of said Outlot A; then S37°41'48"W, 24.31 feet; thence S87°41'48"W, 24.31 of the Northwest Quarter; thence N00°08' containing 37.14 acres, which contains (

- NOTES:**
1. This subdivision is for agricultural development except in conformance with
 2. Outlot C will be conveyed together with
 3. NW1/4, NW1/4 of Section 35 and will c
 4. Additional divisions of the lots crea not permitted unless the entire subdi

0 = S

STUMBO & ASSOCIATES
LAND SURVEYING
 510 S. 17TH STREET, SUITE #102 • AMES, IOWA 50010
 PH. 515-233-3689 • FAX 515-233-4403

SCHNUR FARMS SUBDIVISION, 2ND ADDITION
 AN AGRICULTURAL SUBDIVISION OF OUTLOT A, SCHNUR FARMS SUBDIVISION, SECTION 35-83-21, STORY COUNTY, IOWA
 JOB #16962A DATE: 11/03/17 PAGE 1 of 1



Certificate document w by me or u duly licen:
 R.B.
 R. Bradley
 My license

**REQUEST FOR PROPOSAL FOR
ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR BUILDING
IMPROVEMENTS ASSOCIATED WITH LOCATION OF THE CRISIS STABILIZATION –
TRANSITIONAL LIVING CENTER PROGRAM**

Story County, Iowa

Story County, Iowa ("County") seeks proposals and cost estimates for Architectural/Engineering Design Services Related to the Construction Improvements for the location of the Crisis Stabilization-Transitional Living Center Program as described in this Request for Proposal ("RFP").

The consultant selected from the RFP will be engaged after competitive evaluation by a qualified committee based on the "Selection Criteria" set forth in this request.

This request invites consultants to submit proposals for accomplishment of the items of work specified below under Scope of Work. Proposals should be prepared and submitted in accordance with the guidelines and requirements set forth in this request.

Sealed proposals: Vendor will deliver one (1) hard copy and one digital format (CD or flash drive) to the following address:

Story County Auditor's Office
c/o County Outreach and Special Projects Manager
Story County Administration
900 6th Street
Nevada, Iowa 50201

The envelope must be clearly marked "SEALED RFP". The name of the firm and contact person must be listed on the outside of the envelope. Any restrictions on the use of data within proposals must be clearly stated in the proposal itself. Non-disclosure cannot be guaranteed after the selection stage of this procurement due to public record laws.

Proposal Deadline: 12:00 PM CST, Thursday, November 30, 2017.

Proposals received after the proposal deadline will be considered late and will not be accepted. Proposals may be withdrawn and/or modified in writing prior to the submission deadline. Request for withdrawal must be in writing by the contact person named on the outside of the envelope. Proposals that are resubmitted must be sealed and received prior to the submission deadline. Each Vendor may submit only one proposal.

~~APPROVED~~ DENIED
Board Member Initials: RS
Meeting Date: 11-14-17
Follow-up action: _____

Story County Request for Proposal of Architectural/Engineering Design Services Related to the Building Improvements Associated with Location of the Crisis Stabilization – Transitional Living Center Program

Scope of Services

The Vendor selected for this project will provide the following services in connection with, but not limited to, the design and code compliance with the following items under the ownership of Story County, Iowa, located at 124 S. Hazel Street, Ames, Iowa.

- Bathrooms-Standard
 - Anti-ligature shower head
 - Remove all grab bars
 - Break away shower rods
 - Break away towel rods
 - Drawer pulls that are anti-ligature
- Handicapped Bathroom
 - Remove the handicapped walk in tub
 - Retrofit the handheld shower with a quick-fit assembly so could be put in and taken out as needed, otherwise anti-ligature shower head
 - Retrofit grab bars with anti-ligature stainless insert
 - Replace shower rods and towel rods to break away
 - Handles and drawer pulls
- Bedrooms
 - Closets with built in shelves and shorter break away hanging rod
 - Drawer pulls on dressers are an issue, consider no pulls
 - Beds without headboards or platform bed with mattress and drawers (eliminate the need for drawers/dresser if shelves in closet and drawers under the bed)
 - No blinds; window treatment break away or spring loaded
- Staff Office
 - Need to consider how would open this up to allow for visibility and safety and the location of existing electrical, plumbing and security panels.
 - Two staff stations
 - Consider safety glass in this area
- Camera views for security-monitor in staff office
 - Two main client bed room hallway areas
 - Courtyard
 - Exterior entrances/exits
 - Front entrance
- Entrances/Exits a primary for everyone except staff; secondary for staff only. Label and alarm other ones for just fire exits. Too many entrances for building safety.
- Smoking hut/location in corner of courtyard-existing Smoking Patio would become non-smoking
- Painting of Interior
- Replace Floor Coverings
- Generator installation

Item #3 below will not be in the original contract but may be addressed through a subsequent addendum.

1. PROVIDE DESIGN through a series of consultations with Story County Facilities Management, Board of Supervisors, and other pertinent parties.

Story County Request for Proposal of Architectural/Engineering Design Services Related to the Building Improvements Associated with Location of the Crisis Stabilization – Transitional Living Center Program

2. PREPARE PLANS, SPECIFICATIONS, CONSTRUCTION COST ESTIMATES, AND OBTAIN ALL APPLICABLE PERMITS for the proposed improvements. The selected design firm will assist in the creation of project schedules, to include design and construction. Adherence to the overall project budget is mandatory with the selected design firm providing an estimated construction cost budget. The development of all schedules and budgets will be approved by Story County. Design submittals will be required at 30%, 60%, 95%, and final.
3. PROVIDE CONSTRUCTION ADMINISTRATION. If applicable, this will be handled by an addendum to the original contract, and may include the following:
 - A. Attend bid-letting, preconstruction, and progress meetings.
 - B. Act as Resident Construction Engineer. Ensure substantial compliance with plans and specifications by overseeing construction, inspection, material testing and reporting requirements. (Story County Facilities Management will do continuous monitoring).
 - C. Prepare and review any change orders.
 - D. Coordination and facilitation of any claims or disputes.
 - E. Final review and project closeout.

Conceptual Plan

The Vendor shall provide a Conceptual Plan, including a detailed statement of work for the product/services believed to be appropriate for Story County, addressing the Scope of Services detailed in this RFP.

The Conceptual Plan should indicate the following, at a minimum:

- Vendor name, address, and names of primary contacts.
- Identify project manager.
- Restatement of services required (2 pages maximum): attach a restatement of the proposed agreement that outlines its objectives and scope as perceived. Do not repeat the Scope of Services, but elaborate on the tasks, conditions, or other specifics deemed significant and necessary to demonstrate a complete understanding of the technical and substantive issues to be addressed.
- Outline personnel skills and services that distinguish the Vendor, incorporating appropriate staff profiles and a description of specific staff that will comprise the project team for this assignment. The staff profile should describe the Vendor's experience in providing services to the public sector, jobs of similar size(s) and provide applicable certifications for staff members involved in the process. Please attach a description of similar projects designed and constructed by the firm. Project summaries should emphasize their relevance to the proposed agreement.
- Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this work. This does not include generalized promotional material, resumes, statement of experience, qualifications, or capabilities, or other material that is irrelevant to the proposed agreement.
- Evidence of ability to work effectively within tight time constraints.
- Provide the earliest date available to assume these duties.
- A proposed fee structure based upon the plan of work proposed by the Vendor.

Story County Request for Proposal of *Architectural/Engineering Design Services Related to the Building Improvements Associated with Location of the Crisis Stabilization – Transitional Living Center Program*

- Three (3) references are to be included with the proposal.

Submittal Process and Details

All proposals must be submitted as detailed in the manner described herein. Exceptions nor extensions to established deadlines will not be granted.

Story County will be accepting written questions from November 14, 2017, through 5:00 PM, November 20, 2017, regarding this RFP. Please submit questions via email to Leanne Harter, County Outreach and Special Projects Manager at lharter@storycountyiowa.gov. Written responses will be published on Story County’s website at www.storycountyiowa.gov and distributed to those who submitted questions no later than 12:00 pm, Wednesday, November 22 2017.

A site visit is scheduled for November 17, 2017 at 1:00 pm. Mandatory attendance is necessary in order to submit a proposal.

Estimated Timeline

| | |
|-------------------------------------|---|
| November 14, 2017 | Release RFP |
| November 17, 2017 | Mandatory Site Visit at 124 S. Hazel, Ames, Iowa |
| 5:00 pm November 20, 2017 | Questions due to Story County |
| Prior to 12:00 pm November 22, 2017 | Story County Responses published |
| Prior to 12:00 pm November 30, 2017 | RFPs Due |
| December 1 – December 6, 2017 | RFPs reviewed by Selection Committee |
| December 12, 2017 | Board of Supervisor consultant selection |
| December 19, 2017 | Board of Supervisors action on contract |
| December 19, 2017 | Effective start of contract |
| February 6, 2018 | Plans and Specifications Approved by Board of Supervisors |
| February 13, 2018 | Plans and Specifications Released for Bid |
| February 27, 2018 | Bids Due |
| March 13, 2018 | Board of Supervisors Selection on Contractor |

The above dates are subject to change at the option of Story County.

Consultant Selection Procedures

A selection committee will analyze and evaluate all properly submitted proposals in response to this request. The selection committee using the “Evaluation Criteria” listed in this RFP will rank all vendors. Top scoring vendors will be chosen for further evaluation, which will include interviews by our selection committee with those firms. Each proposal will be evaluated based on the Evaluation Criteria listed below. Proposals will be ranked in order of the highest numerical score first. Story County may select as many of the top ranked vendors as it deems necessary for inclusion within the negotiating list.

Evaluation Criteria

1. Past experience with related activities or programs.

Story County Request for Proposal of *Architectural/Engineering Design Services Related to the Building Improvements Associated with Location of the Crisis Stabilization – Transitional Living Center Program*

2. Availability and capability of staff.
3. Technical and financial resources.
4. Ability to complete the project in a timely manner and within budget.
5. Integrity and compliance with public policy.
6. Location of office. Preference may be given to those Vendors located within Story County.

Proposal Terms and Milestones for Payment

Story County reserves the right to reject any and all proposals received because of this Request for Proposal. If a proposal is selected, it will be the most advantageous in terms of quality of service, the Vendor's qualifications, and capabilities to provide the specified service, and other factors that Story County may consider. Story County reserves the right, at its discretion, to waive informalities or irregularities in proposals or proposal procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by Story County to be in the best interests of Story County even though not the lowest bid.

The price quotations stated in the Vendor's proposal will not be subject to any price increase from the date on which the proposal is opened by Story County to the mutually agreed-to date of bid. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful Vendor to accept the obligation of the bid may result in the cancellation of any award. A service contract will be executed between Story County and the awarded Vendor.

The selected Vendor may not subcontract any of the work specified in this RFP without prior written consent of Story County.

Insurance

Vendor shall take out and maintain during service to the County under a contract such public liability and property damage insurance as shall protect Vendor, its subcontractors, and the County from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under its contract with the County, whether such operations be by Vendor or its subcontractor, or by anyone directly or indirectly employed by either of them. All insurance policies shall be issued by responsible companies who are acceptable to the County. The Vendor shall not cause any insurance to be canceled nor permit any insurance to lapse during the life of the contract with the County. Vendor shall indemnify and hold County harmless from any damages, cost, claims or expenses which may arise as a result of any failure on the part of the Vendor to provide accurate and/or complete data and information to the County as outlined and required by the terms and conditions of its contract with the County.

Sample Form of Consultant Services Contract is provided as Appendix A.

Story County Request for Proposal of Architectural/Engineering Design Services Related to the Building Improvements Associated with Location of the Crisis Stabilization – Transitional Living Center Program

Appendix A
Sample Provider Agreement

THIS AGREEMENT is entered into by and between Story County, an Iowa Municipal Corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and _____, hereinafter referred to as "Provider", whose mailing address and telephone number is _____, telephone _____.

1. PURPOSE AND INTENT. The purpose of this agreement is for the Provider to

2. FEES, EXPENSES & COMPENSATION. Consultant may charge a maximum hourly fee of \$_____ for professional services necessary under the terms of this Agreement. Consultant may bill Client for travel expenses at the rate of not more than _____ per mile, which shall be limited to actual mileage incurred to perform necessary tasks required to reach the Client's objective under this Agreement. Consultant may not bill or receive compensation from client for time spent traveling. All invoices must be itemized and specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Consultant agrees that the hourly fee and mileage expense shall be Consultant's sole compensation for professional services and work performed because of this Agreement.

Provider understands that the County reserves the right to request additional specific information in assessing the accuracy of claim information.

3. INDEPENDENT CONTRACTOR. It is understood that Provider is an independent professional contractor and that Provider will not in any event be construed as or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

4. INSURANCE & TAXES. Provider is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. Provider is also responsible for payment of State and Federal taxes, and any other applicable tax. Provider is not eligible for any benefits the County may provide for its employees.

5. CONFIDENTIALITY. Provider agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

Story County Request for Proposal of Architectural/Engineering Design Services Related to the Building Improvements Associated with Location of the Crisis Stabilization – Transitional Living Center Program

6. TERM AND TERMINATION OF AGREEMENT. This Agreement is effective on the ____ day of _____, 2017 for a period of ____ year (s). The County may terminate this agreement immediately upon Provider's refusal to, or inability to perform under the agreement or Provider's breach of this agreement. Either party may terminate this agreement for any reason, without cause, by giving 90 days written notice to the other party.

7. ACCESS TO BOOKS AND RECORDS. Unless otherwise required by applicable laws, Provider shall allow the County access to all books and records for purposes of auditing or reviewing Provider's claims, upon request by the County. Provider's failure to provide access under this section shall constitute a material breach of the agreement.

8. REQUIREMENTS. Provider hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Provider assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

9. EXTENSION. If mutually agreeable to County and Provider, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.

10. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

11. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts.

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

STORY COUNTY, IOWA (County) _____ (Provider)

By:

By:

Chairperson of the Board of Supervisors

Dated: _____

Dated: _____

Story County Request for Proposal of *Architectural/Engineering Design Services Related to the Building Improvements Associated with Location of the Crisis Stabilization – Transitional Living Center Program*

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Jerry Moore, Story County Planning and Development Department
900 6th Street, Nevada, Iowa 50201 515-382-7245

Please return to:
Planning and
Development

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 18-61**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa from the City of Ames, an application to amend the *Ames Urban Fringe Plan – Land Use Framework Map* by Friedrich Land Development & R. Friedrich & Sons for the approximate 100 acres located south of Cameron School Road, west of George Washington Carver from the **Priority Transitional Residential Area that includes Natural Areas to the Urban Residential Area** including a requested **commercial node near the intersection**; and

WHEREAS, the City of Ames also requests to include to the AUPF Map amendment the approximate 147 acre Borgmeyer properties located to the east of the Friedrich properties, on the east side of George Washington Carver from the **Priority Transitional Residential Area that includes Natural Area** including the five adjacent residential properties to **Urban Residential Area**, and The Irons and The Ames Golf and Country Club from **Rural Transitional Residential Area and Parks and Recreation Area that includes Natural Area to Urban Residential Area**. It also includes a stormwater retention basin and railroad right-of-way east of the Borgmeyer properties mostly designated Natural Area; and

WHEREAS, on October 18, 2017 the Ames Planning and Zoning Commission voted to approve the AUPF Map amendment with the requested commercial node including the additional area requested by the City, and

WHEREAS, Attachment "A" is the general AUPF Map amendment property description area and Attachment "B" is a map that illustrates the area of the proposed AUPF Map amendment; and

WHEREAS, the *Ames Urban Fringe Plan* is referenced in the *Story County Cornerstone to Capstone Plan*; and

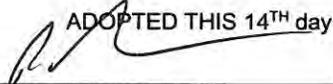
WHEREAS, the Story County Planning and Zoning Commission voted 4-3 to approve the requested AUPF Map amendment with the condition of a traffic study occurring prior to development at their November 1, 2017 meeting; and

WHEREAS, the Ames City Council will address the AUPF Map amendment at their November 28, 2017 meeting; and

WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interest of Story County, Iowa, and of all persons concerned, that said application amending the *Ames Urban Fringe Plan – Land Use Framework Map* for the Friedrich Land Development & R. Friedrich & Sons properties from **Priority Transitional Residential Area that includes Natural Areas to the Urban Residential Area** and a requested **commercial node**, including the AUPF Map Amendment requested by the City of Ames for the Borgmeyer properties from the **Priority Transitional Residential Area that includes Natural Area** including the five adjacent residential properties to **Urban Residential Area**, and The Irons and Ames Golf and Country Club from **Rural Transitional Residential Area and Parks and Recreation Area that includes Natural Area to Urban Residential Area** (the stormwater retention basin and railroad right-of-way east of the Borgmeyer properties are mostly designated Natural Area) be approved;

NOW, THEREFORE, BE IT RESOLVED that the review of application to amend the *Ames Urban Fringe Plan – Land Use Framework Map* by Friedrich Land Development and R. Friedrich & Sons and the City of Ames, involving real estate described on Attachments A and B with the condition of the traffic study occurring prior to development is approved.

ADOPTED THIS 14TH day of November, 2017



Board of Supervisors



Attest: Story County Auditor

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

Chairperson declared the Resolution **Adopted and Approved.**

ATTACHMENT A

GENERAL PROPERTY LOCATION

The proposed area of the requested Ames Urban Fringe Plan Map amendment is generally located on south of Cameron School Road and west and east of George Washington Carver and includes Friedrich Land Development, Borgmeyer, The Irons, Ames Golf and Country Club properties, five residential parcels, stormwater retention area, and railroad right of way; all located in Franklin Township.

ATTACHMENT B

Map Source: Ames Planning and Housing Department

Attachment A: Ownership



Legend
□ Ames City Limits



ATTACHMENT A

GENERAL PROPERTY LOCATION

The proposed area of the requested Ames Urban Fringe Plan Map amendment is generally located on south of Cameron School Road and west and east of George Washington Carver and includes Friedrich Land Development, Borgmeyer, The Irons, Ames Golf and Country Club properties, five residential parcels, stormwater retention area, and railroad right of way; all located in Franklin Township.

ATTACHMENT B

Map Source: Ames Planning and Housing Department

Attachment A: Ownership



Legend
Ames City Limits





Story County Planning and Development
Administration Building
900 6th Street, Nevada, Iowa 50201
Ph. 515-382-7245 www.storycountyiowa.gov

MEMORANDUM

Date: November 8, 2017

TO: Story County Board of Supervisors

FROM: Jerry Moore, Planning and Development Director

RE: Resolution 18-61, addressing the Friedrich Land Development (Kurt Friedrich), Borgmeyer Trusts, The Irons and the Ames Golf and Country Club Ames Urban Fringe Plan (AUFPP) Map Amendment request

Friedrich Land Development Company (Kurt Friedrich) is requesting an AUFPP Map amendment for the approximate 100 acres he acquired located south of Cameron School Road and west of George Washington Carver Avenue. The proposed AUFPP Map amendment is from the Priority Transitional Residential Area that includes Natural Areas to Urban Residential Area including a commercial node proposed for near the intersection. Mr. Friedrich plans to annex the properties into the City of Ames and develop residential dwellings and commercial uses under the City's standards.

On October 18, 2017, the Ames Planning and Zoning Commission recommended approval of the Kurt Friedrich AUFPP Map amendment with the commercial node including the addition of the AUFPP Map amendment requested by the City that includes the Borgmeyer Trusts, The Irons, LLC and the Ames Golf and Country Club properties located east and north of the Friedrich property, including five adjacent residential properties (Jamison, Johnson, Hilker, JDS Rental & Mr. Properties), a retention basin (Northridge Heights) and railroad right-of-way located east of the Borgmeyer properties from Priority Transitional Residential Area (Borgmeyer & residential properties) that includes Natural Area and Rural Transitional Residential Area and Parks and Recreation Area that includes Natural Area (The Irons and Ames Golf and Country Club) to Urban Residential Area. The Urban Residential Area designation permits properties to be annexed into the City and they are developed under the City's zoning, subdivision, utility and street and right-of-way standards. The Ames City Council will address this item at their November 28, 2017 meeting.

The only item before the Story County Board of Supervisors addresses the proposed AUFPP Map amendment. The possible annexation of these and other properties will be reviewed and addressed by the City of Ames at a later date.

Friedrich Properties

Mr. Friedrich is proposing to construct single-family, attached single-family, multifamily residential units on the property and commercial uses near the intersection. Because the properties are not located within a designated growth area identified in the City's Land Use Policy Plan, the City will require Mr. Friedrich to pay all costs to extend City sanitary sewer and water to the site. The City's water main would be extended to the site from the south. Based on a recent sanitary sewer study, the Friedrich properties could potentially be served by an extension to an existing sanitary sewer line located at Somerset and Moore Memorial Park. Based on the zoning of the property, Ames Planning and Housing staff estimate the potential of approximately 200 to 400 dwellings to be constructed on the property.

While the Friedrich property is not located within an existing City Growth Area, the properties are contiguous to the City's corporate limits. Also, the developer supports annexing into the City and developing under the City's standards at his own costs. Issues including the impact of increased traffic to



Story County Planning and Development Department

the area based on the proposed number of dwellings and commercial uses, stormwater drainage and protection of natural resources will be required to be addressed after annexation and prior to development of the property to the satisfaction of the City.

Borgmeyer Properties

The approximately 147 acres of the Borgmeyer properties were included in the proposed AUPP amendment by the City to address consistencies with the AUPP and the North Growth designation. While the current property owner has no immediate plans to develop the property, Ames Planning and Housing staff based on zoning of the property estimate an approximate potential 350 to 600 dwellings to be constructed on the property. City water can be extended from the east and south of the property and sanitary sewer can be extended to both the Borgmeyer and Ames Golf and Country Club properties from the existing sanitary sewer main located along Hyde Avenue.

The Ames Golf and Country Club and The Irons

The Ames Golf and Country Club and The Irons obtained previous approval from Story County and City of Ames to construct 35 dwellings. The Ames Golf and Country Club also signed agreements to annex when requested by the City and agreements on the extension of City infrastructure. The residential development and golf course currently receive water from Xenia Rural Water and if and when the water and sanitary sewer is extended to the development, property owners will be required to abandon their existing water and on-site septic systems and connect to City water and sanitary sewer. (The timing of extending the infrastructure to the golf course and The Irons depends on the future development schedule of Rose Prairie located to the east. Rose Prairie is anticipated to be a phased development.)

Traffic

The impact of adding the anticipated number of dwellings for all above identified properties on traffic generation to this area is recognized by the City of Ames and Story County. Based on City modeling, daily traffic along George Washington Carver is anticipated to increase from 4600 vehicles (2015) to 7600 vehicles. This represents an approximate 65% increase over a 20 plus year period and the estimate did not however include proposed commercial nodes. If the AUPP Map amendment is approved, the City will require Mr. Friedrich to pay for a traffic study prior to development of the Friedrich property.

Annexation

Planning and Development staff inquired to the Ames Planning and Housing staff about the annexation phase of the request. There are a few properties identified in the proposed AUPP mapping area that at the time of our discussion had not been contacted about annexation by the City staff. This includes a few residential properties adjacent to the Friedrich properties and one residential property surrounded by the Borgmeyer properties. Ames Planning and Housing staff have previously discussed annexing and changing the landuse designation of the Borgmeyer properties with the Borgmeyers. Currently, the Borgmeyers have no interest in developing their land and it will likely continue in agricultural row crops. Also, if the proposed AUPP Map amendment area becomes the proposed annexation area, it appears to create an island of properties located along Hyde Avenue that includes the Hunziker property. Islands that are formed through the annexation process are not supported under state law. If the properties discussed in this memo voluntarily annex into the City the properties along Hyde could potentially be included in an 80/20 voluntary annexation (consenting and non-consenting land owners) if the properties owners did not agree to annex into the City.



Story County Planning and Development Department

Planning and Zoning Commission meeting November 1, 2017

Mr. Friedrich attended the meeting and briefly explained his plans for the property and indicated that he anticipated having commercial service type uses at the intersection that may include, coffee shop, gas station/convenience, pharmacy and banking. Charlie Kuester, City Planner, Ames Planning and Housing responded to questions and provided details about city policies regarding provision of city services and how the city has typically responded to certain traffic improvement needs and service delivery; over a period of time as areas grow and change. Two property owners spoke in opposition to the requested AUPP Map amendment spoke. One person owns a rental property being considered for the amendment and was concerned about the following; if the property is annexed the valuation of his property would increase, paying for city utilities, not delaying needed traffic improvements, and current and projected traffic increases in the area. Another property owner located south of the Friedrich properties stated that affordable housing was needed in Ames and was also concerned about increases in traffic.

Points to consider in evaluating the AUPP Map Amendment requests:

- 1. The Friedrich, Borgmeyer, and the Ames Golf and Country Club properties are contiguous to the City of Ames. The Borgmeyer, Ames Golf and Country Club and The Irons properties are located in the North Growth Area of the City's Land Use Policy Plan.**
- 2. Mr. Friedrich is interested in annexing into the City and obtaining City infrastructure and services. The City will require him to pay for the extension of sanitary sewer and water to the properties. Mr. Friedrich recognizes the impact of adding the proposed residential and commercial development to the current traffic levels and consequently the support raised by City and County staff and Planning and Zoning Commissions in requiring a traffic study to determine possible road and/or other transportation system improvements for the area. The City of Ames will require Mr. Friedrich to pay for the traffic study.**
- 3. A change to Urban Residential Area designation is the first step and required before land may be annexed into the City.**
- 4. The Ames Golf and Country Club and the City of Ames have agreements on annexation, utility extension and connections and rural water buyout when the city is ready to annex these properties.**
- 5. The city has communicated their interest in changing the land use designation of the Borgmeyer properties. A land use change to Urban Residential Area is needed in order for the property to be annexed in the future. In the interim, the property may likely continue in agricultural crop production.**
- 6. The only item before the Board of Supervisors is the requested AUPP Map amendment. The annexation phase will require further review and consideration by the City.**

Story County Planning and Zoning Commission Recommendation

On November 1, 2017 the Story County Planning and Zoning Commission recommended approval (vote 4-3) of the Friedrich Land Development AUPP Map Amendment with the condition that traffic on Cameron School Road and George Washington Carver be studied and determined at the time of subdivision submittal including the AUPP Map amendment requested by the City of Ames that includes Borgmeyer Trust, The Irons, Ames Golf and Country Club, the five residential parcels, retention basin and the railroad right-of-way.

Based on the Story County Planning and Zoning Commission recommendation, Resolution 18-61 supports the following:



Story County Planning and Development Department

1. The AUPF amendment requested by Kurt Friedrich from the **Priority Transitional Residential Area that includes Natural Areas to the Urban Residential Area** including the **commercial node** based on planned future land uses in the area **with the condition that the projected traffic impact on Cameron School Road and George Washington Carver is studied and included with the submittal of the subdivision plat.**
2. The AUPF Map amendment proposed by the City from the **Priority Transitional Residential Area that includes Natural Area** for the Borgmeyer properties including the five adjacent residential properties to **Urban Residential Area**, and the **Rural Transitional Residential Area and Parks and Recreation Area that includes Natural Area** for The Irons and Ames Golf and Country Club to **Urban Residential Area**. The retention basin and railroad right-of-way are mostly designated Natural Areas. The Borgmeyer, The Irons and the Ames Golf and Country Club and one residential property are currently a part of the planning for the North Growth area.

Annexation of the properties identified in this memo will be addressed at a future date by the City of Ames. Support by all three entities (Cities of Gilbert, Ames and the Story County Board of Supervisors) is required to change the AUPF Map.

ITEM #: 6
DATE: 10-18-17

COMMISSION ACTION FORM

REQUEST: Public Hearing on Proposed Amendments to the Ames Urban Fringe Future Land Map and Land Use Policy Plan for the North Growth Gap Area

BACKGROUND INFORMATION:

Kurt Friedrich, representing Friedrich Land Development LLC and R. Friedrich & Sons Inc., is seeking an amendment to the Ames Urban Fringe Plan for properties they own south of Cameron School Road and west of George Washington Carver Avenue. The City of Ames is also seeking changes to the Fringe Plan for properties on the east side of George Washington Carver Avenue that are identified as North Growth Area within the Land Use Policy Plan. **The proposed changes are intended to facilitate future annexation of the area.** Major landowners in the area, other than Friedrich, include the Borgmeyer Trusts, The Irons LLC, and Ames Golf and Country Club. There are other smaller parcels included in the area. Ownership is shown in Attachment A.

The current Ames Urban Fringe Plan designations of these properties are Priority Transitional Residential, Rural Transitional Residential, and Parks and Recreation Areas (Attachment B). Priority Transitional allows for urban-type residential development within the County subject to both Story County and City review of a subdivision. With the current Fringe Plan map designations none of the properties are eligible for annexation to the City per the terms of the Fringe Plan and 28E agreement with Story County.

The City Council was first approached about considering Fringe Plan amendments for the Friedrich properties in the spring of 2016 to allow for the development of single-family homes within the City or the potential to do a lower density rural subdivision development than currently authorized by the Fringe Plan. The City Council requested staff first evaluate sanitary sewer service capacity prior to considering the Fringe Plan amendment request. The City Council reviewed the findings on options and costs for sewer service for this area and further north of the City at its May 9th meeting. The City Council supported a sanitary sewer fix that would serve only the Friedrich property area and allowed Friedrich to propose a Major Amendment to the Land Use Policy Plan and Fringe Plan for the area to be part of the North Allowable Growth area. All costs associated with development and service of the site by City infrastructure is to be at the developer's expense as defined within the LUPP for the North Allowable Growth Area.

Staff was also directed to concurrently amend the Fringe Plan on the east side of George Washington Carver Avenue to match the current Land Use Policy Plan designation as North Allowable Growth Area (see Attachment C). As a Fringe Plan Amendment, it also requires Story County and/or Gilbert to authorize an amendment application. Story County consented to the initial application. All three jurisdictions must approve the proposed amendment in order for it to be effective.

The proposed designation for both areas is Urban Residential, a subclass of the Urban Service Area. This designation will allow for the eventual annexation and development of the properties for residential uses within the City. In addition, Friedrich seeks a Convenience Commercial Node at the intersection of Cameron School Road and George Washington Carver Avenue. Friedrich has an interest in potentially single-family homes, attached and multi-family housing, and commercial uses. These uses may be accommodated with the Village or Floating Suburban zoning districts of the City.

The proposed change is a Major Amendment that required public outreach and meetings with the Commission and Council to refine the scope of the review prior to public hearings on the amendments. A public outreach meeting was held in August to describe the proposal. The Commission reviewed and accepted the scope of the amendment at their meeting on September 6. The City Council confirmed that scope on September 26. The scope was to include these proposed properties in the review, along with a review of the proposed commercial node. **Accepting the scope did not imply ultimate approval of the request—only that the request was officially defined.**

FRINGE PLAN DESIGNATION:

The Ames Urban Fringe Plan identifies the primary land use designation for the area as Priority Transitional Residential. Priority Transitional Residential development can be developed in the county, but would need to be built to city density standards (3.75 dwelling units per net acre for single-family homes) with all infrastructure built to city specifications while within the County. The intent is that the developed area would be fully integrated into the city when annexation would later occur. This development pattern is what is currently expected on the Friedrich and Borgmeyer properties.

In this instance, Friedrich is seeking a change to the Urban Fringe Plan and eventual annexation in order to have access to city sanitary sewer service and city water, rather than rely on Xenia Water and a private common sewer system. Staff estimates development within the current allowed densities for the Friedrich properties would be approximately 200 homes—with some medium density zoning the site may accommodate 400 units. A decision on zoning and mix of uses would occur after annexation of the site.

The property on the east side of George Washington Carver Avenue (Borgmeyer Trusts) has not initiated the proposed change or stated any interest in the change for future development. The Borgmeyer use as farmland would be unaffected by changes to the Fringe Plan. The property is included in the changes to clean up its consistency with the Fringe Plan and its current North Growth designation in the LUPP. Development yields for this area could vary substantially from 350-600 dwellings depending on zoning and layout.

The Ames Golf and Country Club area is currently designated as Rural Transitional Residential which anticipates development at lesser densities and with infrastructure needs evaluated at the time of development. The Ames Golf and Country Club received subdivision approval for 35 homes with an agreement that they would seek annexation when the city asks them to. Xenia currently provides water to this development through water lines designed to city specifications. When city water is brought to the site, the water mains will be disconnected from Xenia and connected to the city lines. When city

sewer is brought to the site, the septic systems will be abandoned and homes connected to the city sewer. The proposed changes have no effect on the previously approved Irons Subdivision.

ISSUES

Staff has identified several infrastructure and policy issues as part of the review of the request. The LUPP Goals and recommend considerations for review of the proposed amendments are included in Attachment F. The identified issues are similar to others that have been addressed as part of previous North Growth developments.

A. LAND USE

Upon annexation, areas designated as Urban Services Area in the Ames Urban Fringe Plan will take the LUPP designation of Village/Suburban Residential. Any commercial node will remain. The inclusion of this growth area as part of the North Growth Area means that incentives for development are not available as they are only applicable to the Northwest and Southwest Growth Areas.

Newly annexed areas to the City are classified as “New Lands.” The New Lands designation in the LUPP defines densities, land use types, and locations for commercial nodes to serve the broader growth areas of the City. New Lands were intended to be managed differently, either as a Village or Suburban Residential development pattern. Additionally, New Lands were distinguished from existing areas of the City for development policies about mix of uses and density. The intent of this designation is to maintain and support the core areas of the City, both neighborhoods and commercial areas, while allowing for new development options that may differ from prior patterns, but were able to sustain the vision for the City as it grows.

The request for residential development in the area can be found to be consistent with the LUPP for how to manage growth and meet the needs of the Community. Development in the area would then be presumed to conform to the New Land development principles for minimum housing density, providing for adequate infrastructure, and conserving natural areas.

In addition to the proposed residential development areas, the developer requests the inclusion of a Convenience Commercial Node at the intersection of Cameron School Road and George Washington Carver Avenue. The developer has indicated he wishes to develop a small node at this location to serve the immediately adjacent residences that will emerge as development occurs. The developer argues that current residents of north Ames seek additional commercial opportunities. The developer has noted that he plans a smaller node than that found at Bloomington and Stange Roads and that businesses would likely be those that serve local needs rather than as a community draw.

Convenience Commercial Nodes are described in the New Lands section of the LUPP, which includes location criteria. (Attachment G-Convenience Commercial Node Text) At the time the LUPP was adopted there were three such nodes prescribed by the LUPP (North Dakota Avenue and UPRR, Lincoln Way and Boone County line, and State Avenue and Oakwood Road) for growth areas. Two additional

nodes were added as the Near Terms lands along Bloomington were developed (Stange/Bloomington) and recently with the Rose Prairie rezoning (Hyde and 190th). A larger scale community commercial node is also planned for North Dakota Avenue at the time Northwest Growth Area development occurs. A map of existing nodes is found in Attachment D.

The criteria for locating new Convenience Commercial Nodes are found on page 61 of the LUPP and are quoted here. The intent of the criteria is to ensure the population density and market exist to support concentrated and clustered commercial uses while ensuring existing commercial areas remain viable throughout the City. Managing the amount of commercial space helps to facilitate development patterns that match the goals of the LUPP for integrated commercial areas and to maintain market demand for commercial areas that already exist.

1. To assure clustering, minimize vehicular trips and traffic impact on adjacent neighborhoods, and assure residential compatibility, Convenience Commercial Nodes should not be located within two (2) miles of an existing neighborhood commercial area, convenience commercial node, and/or village commercial center development.
2. Convenience Commercial Nodes should not be located where there are more intense commercial activities (Community Commercial Node, Highway-Oriented Commercial, Regional Commercial, Downtown Service Center) that serve a higher commercial function and as a convenience commercial land use within the location criteria as stated above.

Staff applied the location criteria to intersection of George Washington Carver Avenue and Cameron School Road. The site is 1.25 miles to Bloomington/Stange, 1.1 miles to Rose Prairie (190th/Hyde), and 1.66 miles to the center of the Somerset commercial area. Somerset includes approximately 12 acres of commercial area and Bloomington/Stange is approximately 10 acres of commercial area. The proposed Commercial Node does not meet the location criteria of the LUPP as it overlaps three adjacent nodes.

Commercial needs are also a function of total population in a service area. Extrapolating the City's LUPP planning principles for commercial density, there is an expectation of 2-5 acres of commercial area within the one mile radius of a Node. The population supporting such a service area would be approximately 2,000 people. Nodes are also intended to be placed in centralized areas surrounding by higher concentrations of population. Within the one mile radius of the proposed Node there are an estimated 2,000 people within Northridge Heights and the edge of Northridge and an estimated additional 1,200 to 1,800 people upon buildout of the subject area of the amendment. Buildout would likely exceed ten years for the Friedrich and Borgmeyer sites based upon recent development trends. All of the current population and almost all of projected population growth would be in the service area of the existing commercial nodes of Bloomington/Stange and supplemented by other commercial areas in North Ames. Based upon the projected populations and its location, it does not appear additional development necessitates additional commercial area based upon its proximity to other areas and the concentration of population around the proposed Node.

B. TRAFFIC

Prior to any development of the site(s), a traffic study will be needed. The scope of the study is not yet identified but likely would need to include an evaluation of the functionality of the Cameron School Road/George Washington Carver Avenue intersection and how access would be managed into the new development for the Friedrich site. The City's Long Range Transportation Plan identifies the extension of Stange Road through the Borgmeyer property and connection to the intersection of Cameron School Road and GW Carver Avenue. A shared use path is also planned along the east side of George Washington Carver Avenue. Other trails and paths may be required within in the Friedrich development.

George Washington Carver Avenue carries approximately 4,600 average daily trips south of Cameron School Road in existing conditions (year 2015). The City's traffic model, based upon overall growth in Ames and this area, forecasts traffic levels of approximately 7,600 average daily trips along George Washington Carver Avenue. The City's previous traffic modeling for the Mobility 2040 transportation plan included an alternative analysis with 600 homes in this area of the proposed amendments. The effect of this level of development was projected to account for approximately an 8% increase in traffic volumes on the adjacent streets serving the area and feeding to 24th Street and Stange Road. The prior analysis did not consider commercial uses in this area.

Recent changes to the transportation network, including the paving of Grant Avenue from 190th Street to the City of Gilbert and the proposed closing of the Squaw Creek bridge on 190th Street will likely need to be taken into account in any traffic study for this area.

C. WATER

City water can serve this area by the extensions of existing lines from the Scenic Valley, Northridge Heights, and Rose Prairie developments. The Friedrich development area would connect to the south. The Borgmeyer area would necessitate a connection to the east and south, as has been previously anticipated.

D. SANITARY SEWER

Sanitary sewer service was recently installed along Hyde Avenue. The design capacity allows it to serve everything lying east of George Washington Carver Avenue. Sewer capacity west of George Washington Carver Avenue is not available at this time. A recent sanitary sewer study identified a possible solution that would allow the Friedrich properties to be served by intercepting an existing line near Somerset and Moore Memorial Park. The estimated cost is between \$500,000 and \$700,000 to be borne by the developer. This identified sewer fix would improve capacity to serve only the properties south of Cameron School Road and could not be extended north to serve the rural subdivisions along Squaw Creek.

E. STORM WATER

Any development will need to meet the storm water standards of Chapter 5B, retaining water from up to a 100-year storm event and releasing it at a rate no greater than runoff expected from a vegetative meadow. In addition, the standards also address water quality from the first flush of rainfall.

Portions of the Friedrich property lie within flood plain and would be subject to flood plain regulations. These restrict any development within the Floodway and impose design standards for Floodway Fringe development.

F. NATURAL RESOURCES

The Friedrich and Borgmeyer parcels have been row-cropped for years. No evidence of natural resources or native vegetation is readily apparent. A cultural and natural resources inventory was prepared for the Ames Golf and Country Club prior to subdivision and development. No significant natural resources were identified and no designated historic sites were found. Development at the south end of the Friedrich properties would infringe upon land designated as Natural Area and within the flood plain and are not planned for development by the developer. Park land needs will need to be evaluated when more details on zoning and density are known.

OUTREACH:

City staff held an outreach meeting in early August to introduce the request, explain the policies of the Ames Urban Fringe Plan, and answer questions. Several issues were raised which will need further exploration prior to development occurring. These issues include traffic on George Washington Carver Avenue and its intersection with Cameron School Road, possible sanitary sewer extensions north of Cameron School Road to serve existing rural development, ability to extend police and fire coverage to this area, and impacts on the Gilbert school district and Franklin township.

ALTERNATIVES:

1. The Planning and Zoning Commission can recommend approval of amendments to designate the subject area as Urban Residential (in the AUF) and North Growth Area (in the LUPP) and without the Convenience Commercial Node.

The Commission would choose this request if it determines that the requested Convenience Commercial Node does not comply with the criteria of the Land Use Policy Plan for the use or location of the proposed Convenience Commercial Node as proposed for this area.

2. Planning and Zoning Commission can recommend approval of amendments to designate the subject area as Urban Residential and North Growth Area and with the Convenience Commercial Node.
3. The Planning and Zoning Commission can refer this request back to staff or the applicant for more information.
4. The Planning and Zoning Commission can recommend to deny the request if it is found not to conform to the Policies of the LUPP.

RECOMMENDED ACTION:

As this area transitions into city limits, the Land Use Policy Plan establishes the criteria for designating future areas for commercial development. The developer indicates that the existing residential development within the city limits and the proposed development that would follow the future annexation of the Friedrich (and possibly the Borgmeyer) create a need for a stronger commercial presence. The proposed Convenience Commercial Node at the intersection of Cameron School Road and George Washington Carver Avenue would provide that presence the developer desires.

However, staff has concerns regarding the location of the commercial component of the proposed development, as it is not fully consistent with all the criteria for locating Convenience Commercial Nodes within the LUPP. The existing population in the area and projected growth are also within the service areas of existing commercial nodes. Staff's principal concerns are related to locating commercial services on the edge of the City where no additional expansion of residential development beyond that which is currently proposed or able to be accommodated with existing or planned infrastructure.

While the proposed node is more than one and one-half miles from the nearest other commercial node by travel distance rather, that distance (and travel time) will decrease once Stange Road is connected through into the City. Staff believes the expected travel times and relative ease of commute from the periphery of future development will not be a burden for residents to access necessary commercial uses in North Ames.

In general, creating additional commercial areas at this time does not appear necessary with the existing locations in North Ames and the goal of supporting existing developed commercial areas in the City. If a node is not approved with this application, the City could revisit such a request in the future as development continues in the area or could evaluate locating such a use on the Borgmeyer site as part of the Stange Road extension through the site.

Therefore, it is the recommendation of the Department of Planning and Housing that the Planning and Zoning Commission act in accordance with Alternative #1, which is to recommend that the City Council change the land use designation of the subject properties located along George Washington Carver Avenue to Urban Residential in the Ames Urban Fringe Plan and to North Growth Area in the Land Use Policy Plan and without a Commercial Node.

Attachment A: Ownership

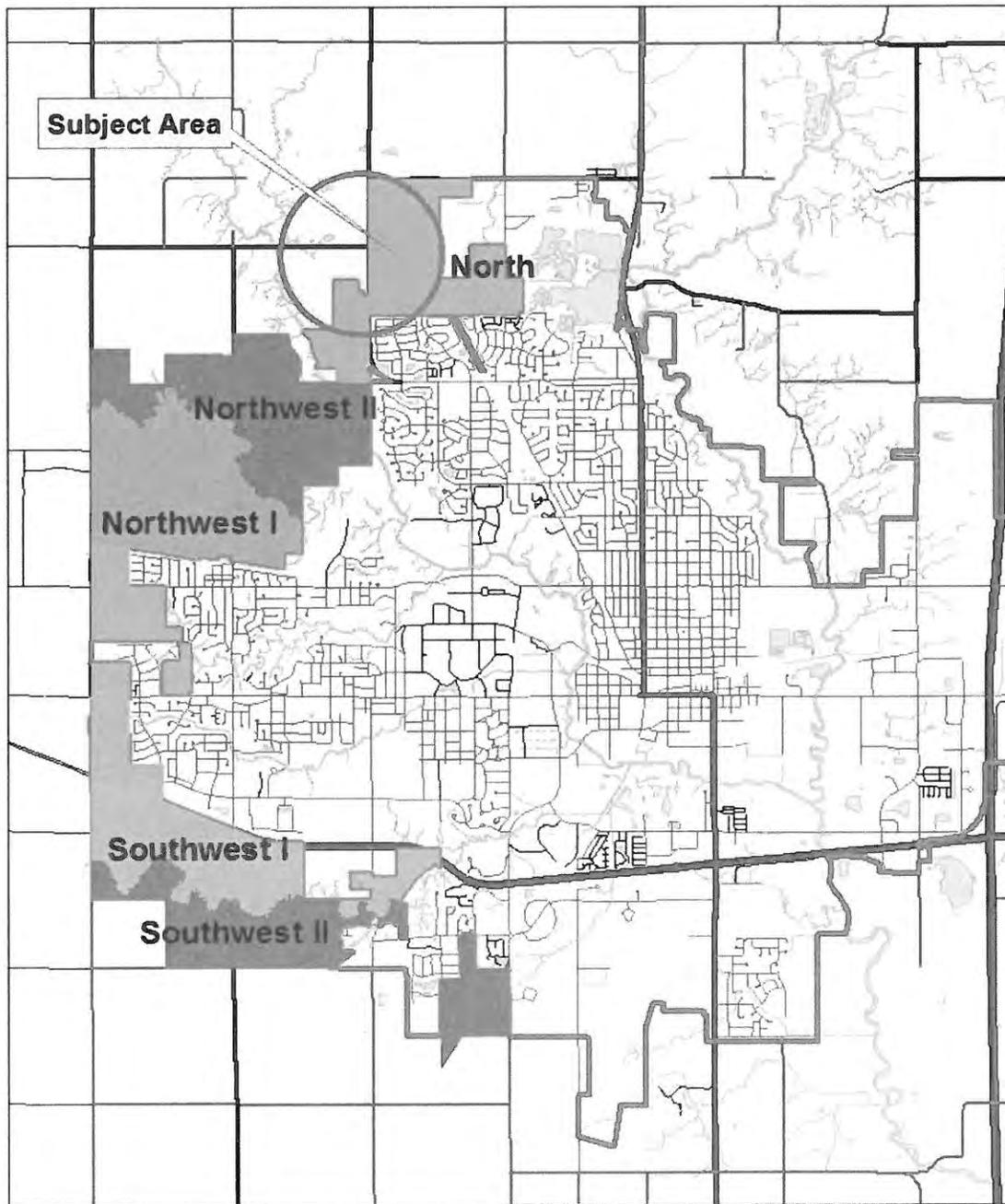


Legend

 Ames City Limits



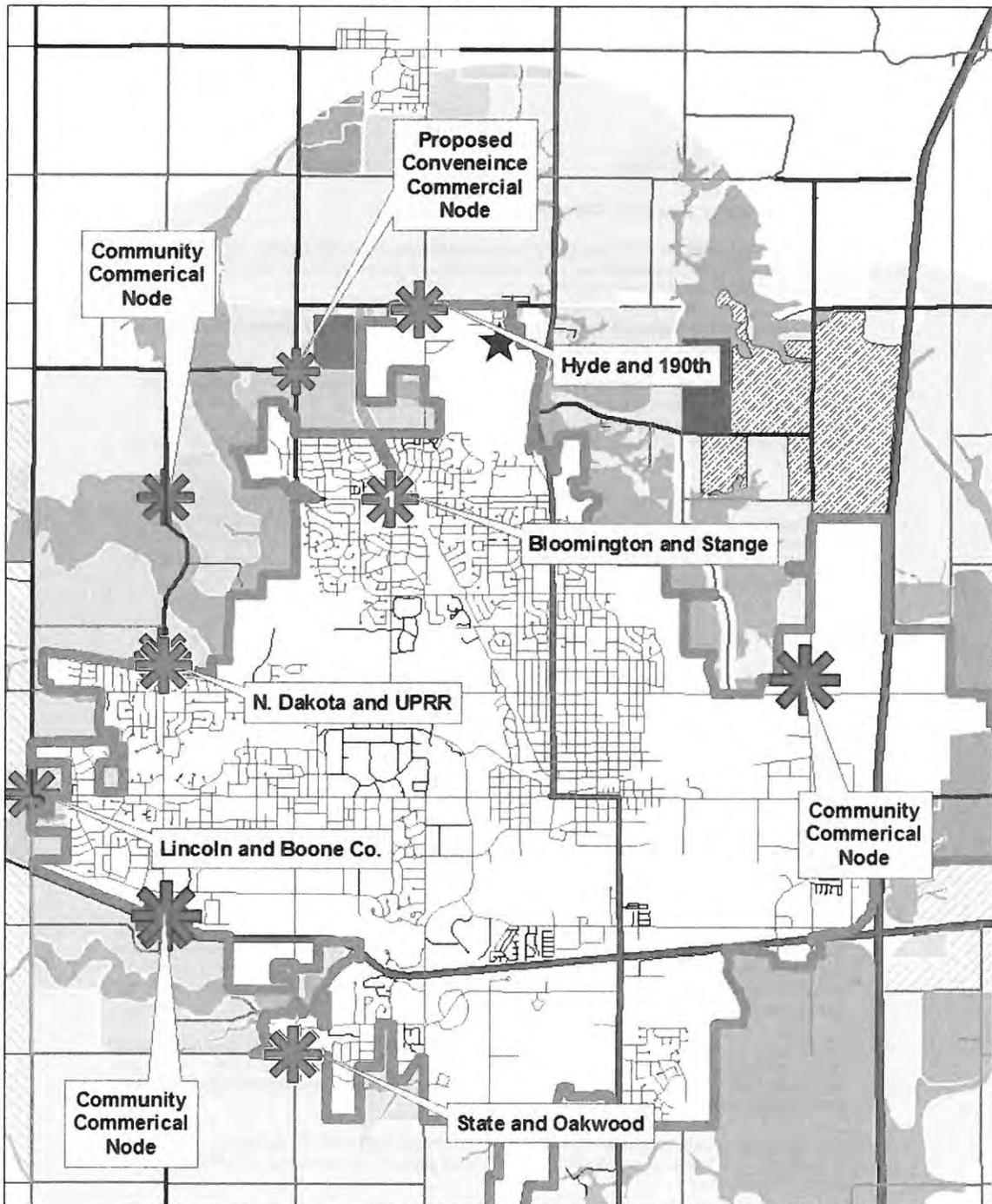
Attachment C: Allowable Growth Designations



Text



Attachment D: Existing Convenience and Community Commercial Nodes



Community and Convenience Commercial Nodes



Attachment E: Applicant's Narrative for LUPP Change

RECEIVED

JUN 19 2017

CITY OF AMES, IOWA
DEPT. OF PLANNING & HOUSING

Land Use Policy Plan (LUPP) Map Change
Dankbar/Muench Properties
City of Ames
June 15, 2017

Explanation of Map Area to be Changed:

The map change involves incorporating the Dankbar/Muench properties into the City of Ames. The parcels are currently designated "Priority Transitional Residential" in the Land Use Framework Map; Ames Urban Fringe Plan.

The Dankbar/Muench properties comprise approximately 103.43 acres. Approximately 25 acres of the Dankbar parcel is undevelopable floodplain and steep, treed slopes.

A south, irregular portion of the Dankbar parcel is designed as Floodplain in the Greenway and Environmentally Sensitive Lands Map of the Ames Urban Fringe Plan. The same area and a portion of the treed slope is designated as "Natural Areas" in the Land Use Framework Map; Ames Urban Fringe Plan. These designations will not change when incorporated into the City of Ames.

As shown on the attached map, a large portion of the Dankbar/Muench properties are requested to change from Priority Transitional Residential to Urban Service Area: Urban Residential. The northeast corner of the Muench parcel is requested to be converted to "Convenience Commercial Node". The Node is at the intersection of Cameron School Road and George Washington Carver Avenue; significant collector and arterial streets.

NARRATIVE EXPLAINING THE PROPOSED CHANGE

Explain the consistency of this proposal with the goals and policies set forth in the Land Use Policy Plan

Goal No. 1 – Recognizing that additional population and economic growth is likely, it is the goal of Ames to plan for and manage growth within the context of the community's capacity and preferences. It is the further goal of the community to manage its growth so that it is more sustainable, predictable and assures the quality of life.

These parcels are adjacent to the City of Ames Boundary. This is a logical progression of growth in north Ames. The parcels are bounded by Cameron School Road to the north and George Washington Carver to the east. To the south is the Scenic Valley subdivision currently within the City of Ames. To the west are existing rural subdivisions and the Squaw Creek river valley.

This parcel could be developed in the County. However, utility services are available from Ames from the adjacent Scenic Valley subdivision. Higher density development is possible with the extension of services from the City of Ames. Without integration of these parcels into the City of Ames future northward development of Ames west of George Washington Carver would be restricted and limited.

Goal No. 2 – In preparing for the target population and employment growth, it is the goal of Ames to assure the adequate provision and availability of developable land. It is the further goal of the community to guide the character, location and compatibility of growth with the area's natural resources and rural areas.

Nothing in this request is contrary to the goal. The change in the plan will allow the City of Ames to guide the character of the development. These parcels follow the natural progression of growth in north Ames.

Dankbar/Muench LUPP Map Change Narrative
Page 1 of 6

Goal No. 3 – It is the goal of Ames to assure that it is an “environmentally-friendly” community and that all goals and objectives are integrated with this common goal. In continuing to serve as a concentrated area for human habitat and economic activity, Ames seeks to be compatible with its ecological systems in creating an environmentally sustainable community.

The inclusion of these properties allows them to be serviced by City of Ames services. Sanitary sewer can be provided by the City instead of by localized septic systems. Stormwater is governed under the City's 5B Ordinance. These requirements are all part of the current Urban Fringe Plan.

Goal No. 4 - It is the goal of Ames to create a greater sense of place and connectivity, physically and psychologically, in building a neighborhood and overall community identity and spirit. It is the further goal of community to assure a more healthy, safe and attractive environment.

The inclusion of the Dankbar/Muench properties are extension of the current City to the north along George Washington Carver, an arterial street, and limited to the north by Cameron School Road, a collector street.

The parcels are adjacent to existing and planned residential development within the City of Ames.

The inclusion of a Commercial Service Node at the southwest corner of Cameron School Road and George Washington Carver is an appropriate location for commercial, mixed use development. The Node is at the corner of an arterial and collector street. The next nearest commercial area is a 1.5 miles away in the Stange/Bloomington Road Convenience General Service zone. The Stange/Bloomington area is completed and does not have any undeveloped commercial land available.

Goal No. 5 - It is the goal of Ames to establish a cost-effective and efficient growth pattern for development in new areas and in a limited number of existing areas for intensification. It is a further goal of community to link the timing of development with the installation of public infrastructure including utilities, multi-modal transportation system, parks and open space.

The parcels are adjacent to the current City boundaries and City roads and services. The Muench property at the corner of the collector/arterial street is a prime area for more intense residential and commercial development. Parks, open space and greenways are increased by 25 acres with the south portion of the Dankbar parcel. This open space comprises approximately 25% of the Dankbar/Muench area. Future development of the multi-modal system is expected to follow the existing collector/arterial street system and will be developed after the rooftops have been built with the northward expansion of the City.

Goal No. 6. - It is the goal of Ames to increase the supply of housing and to provide a wider range of housing choices.

The Dankbar parcel is expected to yield 100-120 units under FS-RL zoning. The Muench parcel will yield 200-230 units under FS-RM zoning. (These projected unit counts were provided to the City for determination of sanitary sewer capacity.)

Goal No. 7 – It is the goal of Ames to provide greater mobility through more efficient use of personal automobiles and enhanced availability of an integrated system including alternative modes of transportation.

The parcels are adjacent to the City and County's collector/arterial roads. Future development of the multi-modal system is expected to follow the existing collector/arterial street system and will be developed concurrently with the northward expansion of the City.

Goal No. 8 - It is the goal of Ames to enhance the role of downtown as a community focal point.

The Dankbar/Muench properties do not detract from the downtown. The small area of commercial service added to the Muench corner is for the local needs as defined under the Convenience General Services type zoning.

Goal No. 9 – It is the goal of Ames to promote expansion and diversification of the economy in creating a base that is more self-sufficient and that is more sustainable with regard to the environment.

The inclusion of the Dankbar/Muench properties into the City complements this goal. The Commercial Convenience Node reduces some travel requirements by placing some commercial offerings near more residential development. This commercial offering is to a larger area than the Dankbar/Muench properties. The offering also is to the surrounding residential areas that are developed or will be developed in the future.

Goal No. 10 - It is the goal of Ames to maintain and enhance its cultural heritage.

No cultural heritage areas are impacted by this LUPP change in the area designated.

Demonstrate why the LUPP Map designation for this property should be changed. Explain why the site cannot be reasonably developed under the current designation.

In order of this area to be developed within the City of Ames the LUPP map designation must be changed. If it not changed, then it can be developed within the County as per the Urban Fringe Plan requirements.

Determine if there is a lack of developable property in the City, which has the same designation as that proposed. If not, explain the need for the expanding the amount of land included in the designation proposed for this property.

There currently is not a lack of developable residential property in north Ames. However, there is a *considerable* period of time from the LUPP change through all the City processes to the point a house is constructed. There is even a longer period where the last house is constructed and the development is finished. This is part of long process of maintaining housing inventory and choice over the next decade.

There is a small area of commercial planned in north Ames within the Rose Prairie development. However, the Rose Prairie commercial area is approximately 1.25 miles from the proposed Muench commercial area. The amount of commercial needed is based both on location and proximity. Location based on the arterial/ collector street configuration. Proximity based on the distance between commercial offerings.

As a result of this action, will there be an adverse impact upon other undeveloped property in the designation proposed for this site.

There will not be an adverse impact on other undeveloped property. This is progressive development next to existing City boundaries. This is NOT a leap frog development that leaves undeveloped land between the City's boundaries and the development. There large lot rural residential that will be integrated into City.

As a result of this action, will there be an adverse impact upon other developed property in the designation proposed for this site, which may be subject to redevelopment/rehabilitation.

Single family and multi-family (medium density) development is usually not subjected to area redevelopment. Rehabilitation takes places naturally as houses age. Traditionally the Ames market has been consistently strong for housing and encourages reinvestment of dilapidated and/or substandard housing.

Commercial redevelopment is not being restrained by the inclusion of a small area of commercial designed to meet local convenience needs of the residents that live within 0.5 to 1.0 mile of the area.

Demonstrate that the new designation of the site would be in the public interest. What is the public need or community benefit?

If Ames continues to grow and create jobs, then there will be a need for additional housing of all types. Commercial service growth follows the creation of the roof tops. Ames becomes a larger and more robust community that benefits the entire community. Ames is in competition with other communities for talent for business, industry, institutional and medical sectors. If Ames was only a source for jobs, *and not houses*, then this talent will live outside of Ames and likely be less likely concerned about the Ames community. Transportation by and reliance on cars will result if housing development is pushed out of the Ames metropolitan area. Traffic issues will increase as commuters make their way from surrounding communities into Ames.

What impact will the proposed change have upon the following:

Transportation

Dankbar/Muench is at the corner of a collector street, Cameron School Road and an arterial street, George Washington Carver. It is anticipated the City will initiate a transportation study prior to rezoning. The development areas are currently included in the City's long-term transportation plan.

There is a Northern Natural Gas (NNG) high pressure gas line running north-south through the Muench property that limits transportation access. NNG wants to limit the number conflicts with the gas line which results in fewer east-west crossing of the gas line by streets and utilities.

The Dankbar parcel will share road connections with Scenic Valley and Muench. It will have a single point of access on to Cameron School Road directly across Bella Woods Drive.

The Muench properties will share road connections with Scenic Valley and Dankbar. Two connections to Cameron School Road; one for the west residential area and another for the east/corner commercial area. A single connection to George Washington Carver (GWC) will be required. The GWC connection will be at the mid-point or farther to the south. This connection may also be shared with Scenic Valley to the south.

Sanitary Sewer

This issue was before the City Council on May 9, 2017. Resolution of this item allowed for the Dankbar/Muench LUPP change to move forward. There are downstream improvements that need to be completed to allow for the complete development. The sanitary model used a Dankbar housing number of 100-120 units under FS-RL zoning and the Muench parcel housing of 200-230 units under FS-RM zoning.

The Dankbar parcel will be serviced by 8" mains. Due to grade issues in the north part of the development area it is anticipated the sanitary sewer may only be deep enough to provide service to first floors and not to basements. It may not be possible to extend the sewer to allow for service of the homes within the Bella Woods development.

The Muench parcel will be serviced by 8 inch mains. The City will need to determine if extension of the sewer to the north of Cameron School Road is required. Service is possible to two large residential lots and the Christ Community Church.

There are two large lot residential properties at the northwest corner of the Muench property. These can be served by sewer from either the Muench or Dankbar properties.

Water

The area is currently within the Xenia service territory. It is anticipated that the developer will buy out the Xenia development rights and transfer them to the City of Ames.

The site will be connected to water mains from the Scenic Valley subdivision in the early parts of the development. As development proceeds it is expected there will be additional connections to the east across GWC to the Borgmeyer property. There is not expected to be an issue with capacity or pressure with the extension of the City's mains.

Storm Sewer

All drainage work will be determined at the time of the development in accordance with the City's ordinances.

The Muench property drains to the north and to the west. The proposed commercial area drains to the north under Cameron Road to the Christ Community Church property via a small 6" tile. The remainder of the property drains to the west to Dankbar and will be incorporated into the Dankbar drainage system. The NNG gas main does present issues that limit the subsurface drainage options for Muench parcel.

The Dankbar parcel drains to the south and to the northwest. The south area includes the flood plain and the steep wooded slopes. The drainage pattern of the south Dankbar area will not change.

The Dankbar drainage north of the tree line drains to the northwest between 3 large, rural, residential lots. It is anticipated that most of the northwest drainage will be redirected to the south part of the Dankbar properties. Fringe and greenspace areas will continue to drain to the northwest. However, the total area of drainage to the northwest will be *substantially* reduced from the present condition as part of development.

The Dankbar drainage and drainage from the Scenic Valley and Muench parcels will be collected and treated in the floodplain area of the south Dankbar property. Both quantity and quality will be addressed in this area. The floodplain area is currently

farmed. This area will be converted to ponds/wetlands/natural areas as part of the stormwater management system and plan.

Housing and Employment

The Dankbar parcel is expected to yield 100-120 units under FS-RL zoning. The Muench parcel will yield 200-230 units under FS-RM zoning. This is a project increase in population of 800-1,000 people.

Employment during construction is expected to include a portion of the 3,000+ people that are part of the construction and building trades, suppliers and services in Ames and surrounding area in Story County. Long term employment for the 8-10 acres of commercial is expected to be 250-400 depending on the services and businesses within the commercial area.

K:\proj\5000\5406-15A Dankbar\LUPP Map Change\LUPP Narrative 2017 06 15.doc

Attachment F:

Amendment Considerations: The Land Use Policy Plan provides guidance on what considerations should be given for an amendment to the Land Use Policy Plan.

When reviewing major and minor proposed amendments to the Land Use Policy Plan, consideration should be given to whether or not the proposed amendment is consistent with the Goals for a New Vision described in the Land Use Policy Plan. [Found in Attachment F.] These goals, and the related objectives below each goal, should apply to review of both minor and major amendment. In addition to these, it is also helpful to consider for major amendments:

1. *City resources, including staff, budget, utilities, transportation, parks and/or schools, necessary to implement the proposed amendment.*
2. *The City's ability to provide the full range of public facilities and services at the planned level of service, or if the proposal will consume public resources otherwise needed to support comprehensive plan implementation strategies.*
3. *How the proposal relates to current land use allocations and growth projections that are the basis of the comprehensive plan.*
4. *Compatibility of development allowed under the proposal amendment with neighboring land uses and surrounding neighborhoods, if applicable.*
5. *Affects of the proposed amendment on historic resources or neighborhoods, or the City's general sense of place.*
6. *The cumulative impacts of the proposed amendment, in combination with other proposed or recently approved amendments.*

Goals For a New Vision

(Excerpt from Land Use Policy Plan, Chapter 1) The full Chapter can be found on the Planning Division [website at this link.](#)

Goal No. 1. Recognizing that additional population and economic growth is likely, it is the goal of Ames to plan for and manage growth within the context of the community's capacity and preferences. It is the further goal of the community to manage its growth so that it is more sustainable, predictable and assures quality of life.

Goal No. 2. In preparing for the target population and employment growth, it is the goal of Ames to assure the adequate provision and availability of developable land. It is the further goal of the community to guide the character, location, and compatibility of growth with the area's natural resources and rural areas.

Goal No. 3. It is the goal of Ames to assure that it is an "environmentally-friendly" community and that all goals and objectives are integrated with this common goal. In continuing to serve as a concentrated area for human habitat and economic activity, Ames seeks to be compatible with its ecological systems in creating an environmentally sustainable community.

Goal No. 4. It is the goal of Ames to create a greater sense of place and connectivity, physically and psychologically, in building a neighborhood and overall community identity and spirit. It is the further goal of the community to assure a more healthy, safe, and attractive environment.

Goal No. 5. It is the goal of Ames to establish a cost-effective and efficient growth pattern for development in new areas and in a limited number of existing areas for intensification. It is a further goal of the community to link the timing of development with the installation of public infrastructure including utilities, multi-modal transportation system, parks and open space.

Goal No. 6. It is the goal of Ames to increase the supply of housing and to provide a wider range of housing choices.

Goal No. 7. It is the goal of Ames to provide greater mobility through more efficient use of personal automobiles and enhanced availability of an integrated system including alternative modes of transportation.

Goal No. 8. It is the goal of Ames to enhance the role of Downtown as a community focal point.

Goal No. 9. It is the goal of Ames to promote expansion and diversification of the economy in creating a base that is more self-sufficient and that is more sustainable with regard to the environment.

Goal No. 10. It is the goal of Ames to maintain and enhance its cultural heritage.

Attachment G –LUPP Excerpts (pg. 60 and 61)

Convenience Commercial Nodes. Convenience scale commercial land uses in areas designated as Village/Suburban Residential in the New Lands Area shall be located in strategic locations. The following criteria shall be used to locate convenience scale commercial land uses:

1. Convenience Commercial Nodes should be located with distribution frequency of approximately one (1) mile in radius unless a more frequent distribution is determined appropriate under the locational criteria described for convenience commercial nodes.
2. The size of any one node should be between two (2) and five (5) acres, but not greater than ten (10) acres.
3. The building intensity within the node should be limited to 35,000 square feet in any given building and no more than 100,000 square feet total.
4. The node should be located adjacent to or within the center of the highest possible concentrations of population.
5. The node should be located on a major or minor thoroughfare.

The Convenience Commercial Node consists of a cluster of “neighborhood scale” commercial land uses appropriate for and accommodating to surrounding residential land uses. Higher standards apply to ensure that the land use relationship between the commercial activity and the adjacent residential land uses will be compatible. These standards include such items as building placement, signage, lighting, landscaping, screening, and building materials.

Uses. Uses within a Convenience Commercial Node should be commercial activities that are most compatible with residential land uses, serving convenience and localized neighborhood needs.

Pedestrian connections to adjacent neighborhoods should be used to reduce vehicular traffic. Floor area ratios should be maximized and shared parking is encouraged. The intent of the Convenience Commercial Node is to create a clustered, localized convenience shopping/entertainment environment involving one trip to two or more destinations within the node.

Locations. Three locations within the New Lands Area are identified for Convenience Commercial Nodes. Within the New Lands Area, each location represents a generalized area that meets minimum locational criteria within the Suburban/Village Residential land use designation. The locations are as follows:

1. Northwest Growth Corridor at the intersection of North Dakota Avenue and Union Pacific Railroad.
2. Southwest Growth Priority Area near the intersection of Lincoln Way and Boone County/Story County line.
3. Southwest Growth Priority area in the vicinity of the intersection of State Avenue and Oakwood Road.

Additionally, there are locational criteria to assure the compatibility, and overall

sustainability of each Convenience Commercial Node location. The timing of development will determine what type of commercial land uses shall be located within the Village/Suburban Residential land use designation. The following are the standards that should be used to locate Convenience Commercial Node land uses in Village/Suburban Residential areas within the New Lands Area:

- 1. To assure clustering, minimize vehicular trips and traffic impact on adjacent neighborhoods, and assure residential compatibility, Convenience Commercial Nodes should **not** be located within two (2) miles of an existing neighborhood commercial area, convenience commercial node, and/or village commercial center development.*
- 2. Convenience Commercial Nodes should not be located where there are more intense commercial activities (Community Commercial Node, Highway-Oriented Commercial, Regional Commercial, Downtown Service Center) that serve a higher commercial function and as a convenience commercial land use within the location criteria as stated above.*