

The Board of Supervisors met on 6/12/18 at 10:00 a.m. in the Story County Administration Building. Members present: Marty Chitty, Lauris Olson, and Rick Sanders, with Sanders presiding. (all audio of meetings available at storycountyia.gov).

PUBLIC COMMENT #1: John Klaus, Ames, asked about the Additional Item #2 for a proposed drainage district services contract with Bolton & Menk, and the Consent Agenda item #10 regarding a contract with Immigration And Customs Enforcement (ICE).

MINUTES: 6/5/18 Minutes will be considered at the 6/19/18 meeting.

PERSONNEL ACTIONS: 1) pay adjustment, effective 5/14/17, in a) Attorney's Office (correction of anniversary date) for Heather Pritchard @ \$17.69/hr; effective 5/13/18, (correction of effective date) for Heather Pritchard @ \$18.40/hr; b) Facilities Management, effective 6/24/18, for Kevin Winchell @ \$22.81/hr; c) Secondary Roads for Steve Johnson @ \$31.91/hr; d) Sheriff's Office for Jerri Levri @ \$2,042.50/bw; Carson Linkenmeyer @ \$1,760.47/bw; Joel Navratil @ \$2,473.84/bw; Anthony Rhoad @ \$2,999.32/bw; Jade Robinson @ \$1,760.47/bw; Kyle Thompson @ \$2,471.44/bw; 2) re-evaluation of position, effective 7/8/18, in Attorney's Office for Heather Pritchard @ \$18.94/hr. Chitty moved, Olson moved approval of the personnel actions as presented. Motion carried unanimously (MCU) on a roll call vote.

CLAIMS: 6/14/18 Claims of \$1,659,949.96 (run date 6/08/18, 33 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from BooSt School Ready Service (\$46,506.94), BooSt Early Childhood (\$5,388.13), Central Iowa Drug Task Force (CIDTF) (\$1,482.52), Emergency Management (\$4,930.88), E911 Surcharge (\$8,401.87), County Assessor (\$38,827.60), and Ames City Assessor (\$21,162.17). Olson moved approval of Claims with the modification of removing 4A Promotions claim for separate consideration. Seconded by Chitty. Roll call vote. (MCU)

Chitty moved, Sanders seconded the approval of 4A Promotions claim. Chitty aye, Sanders aye, Olson abstained. Motion carried.

Chitty moved approval of consent agenda as presented. Motion died for lack of a second. Olson moved approval with the modification of removing item #10 for individual consideration, Chitty seconded.

1. Acknowledgement of Sheriff's Office Purchase of Hardware and Licensing to update the security camera system for Approximately \$34,000.00 (un-budgeted)
2. Change Order with Jensen Builders, Ltd. for \$5,476.00 to fix storm sewer at the Kelley Shed
3. Application for Permit to Use or Explode Display Fireworks at 50905 310th Street, Slater, Iowa, on 7/14/18 beginning at 9:30 pm, with the rain date of 7/21/18
4. Resolution #18-113 for Stop Sign located at the intersection of 260th Street and 530th Avenue
5. Resolution #18-114 for Stop Sign located at the intersection of 520th Avenue and 260th Street
6. Resolution #18-112, to Abate Taxes Assessed on Building on Leased Land located at 32838 620th Avenue, Maxwell, Iowa
7. Central Iowa Community Services Statement of Understanding in reference to the 28E Agreement, effective 7/1/18-6/30/19, for the following: Karla Webb, Wendy Schmitz, Melanie Worley, Kathy Johnson, Tyler Lennon, Nikki Sprecher, Staci Shugar
8. Contract with JEO Consulting Group, effective 6/12/18, for \$14,645 for Strategic Plan process consulting services
9. Iowa Communities Assurance Pool (ICAP) Renewal Application, effective 7/1/18-6/30/19 for \$274,747.69
11. Contract between Solutions and Information Technology for software maintenance, effective 7/1/18-6/30/19 for \$25,200.00
12. Contract between Civic Plus and Information Technology for software maintenance, effective 7/1/18-6/30/19, for \$12,109.42
13. 28E Agreement for Insurance between Story County and Story County Extension District, effective 7/1/18 until terminated
14. Resolution #18-115, FY19 Pay Resolution
15. Utility Permits: #18-102; #18-103; #18-104
16. Change Order #1 for Generator at the Human Services Center (HSC) for \$5,142.00

Roll call vote. (MCU)

10. Amendment of Modification of Contract between Immigration and Customs Enforcement (ICE) and Story County – Olson reported she asked the Sheriff's Office for non-confidential details; this is a reduction in the rate for housing ICE detainees. Sanders stated the Board will ask Sheriff Fitzgerald to contact John Klaus regarding questions about the contract. Olson moved, Chitty seconded the approval of the Amendment of Modification of Contract between Immigration and Customs Enforcement and Story County. Roll call vote. (MCU)

RESOLUTION #18-107, AMES URBAN FRINGE PLAN LAND USE FRAMEWORK MAP AMENDMENT

LOCATED AT TIMBER CREEK ACRES PLATS 1-4 – Jerry Moore, Planning and Development Director, provided details including surrounding zoning, site maps, and utilities. Both the Ames and Gilbert city councils have approved the amendment. No comments were received following public notification, and the Planning and Zoning Commission recommends approval. Discussion took place. Sanders opened the public hearing at 10:19 a.m., and, hearing none, he closed the public hearing at 10:19 a.m. Chitty moved, Olson seconded the approval of Resolution #18-107, Ames Urban Fringe Plan Land Use Framework Map Amendment Located at Timber Creek Acres Plat 1-4. Roll call vote. (MCU)

RESOLUTION #18-108, AMES URBAN FRINGE PLAN LAND USE FRAMEWORK MAP AMENDMENT

LOCATED AT 3554 N. 500TH AVENUE AND PARCEL #05-30-300-305 – Jerry Moore, Planning and Development Director, reported on proposal to allow four future dwellings, including current zoning and an overview of the property. The City of Gilbert has approved the amendment; the City of Ames will consider action at its 6/12/18 meeting. The Planning and Zoning Commission recommends approval. Sanders opened the public hearing at 10:30 a.m., and, hearing none, he closed the public hearing at 10:30 a.m. Olson moved, Chitty seconded the approval of Resolution #18-108, Ames Urban Fringe Plan Land Use Framework Map Amendment Located at 3554 N. 500th Avenue, and Parcel #05-30-300-305. Roll call vote. (MCU)

FIRST CONSIDERATION OF ORDINANCE NO. 272 AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY - LANDUS COOPERATIVE REZONING AND RESOLUTION OF #18-111

CORNERSTONE TO CAPSTONE (C2C) FUTURE LAND USE MAP AMENDMENT – Emily Zandt, County Planner, reported on previous meetings. She reported on ownership, location, gross acres, current zoning and land use, and relevant regulations. Staff recommends approval and waiving second and third considerations due to construction schedule. The Planning and Zoning Commission recommends approval. Zandt reported on the C2C Future Land Use Map Amendment. Sanders opened the public hearing at 10:43 a.m. for Ordinance No. 272, and, hearing none, he closed the public hearing at 10:43 a.m. Olson moved, Chitty seconded the approval of First Consideration of Ordinance No. 272, Amending Certain Boundaries of the Official Zoning Map of Story County – Landus Cooperative Rezoning as presented and Waiving Second and Third considerations. Roll call vote. (MCU) Olson moved, Chitty seconded the approval of Resolution of #18-111 C2C Future Land Use Map Amendment as presented. Roll call vote. (MCU)

DAKOTA ACCESS PIPELINE REGARDING COUNTY INSPECTION AND LANDOWNER CONCERNS – Darren Moon, Engineer, provided background information: the County contracts with ISG to inspect the construction of the pipeline and respond to property owners' issues. Evan Del Val, Project Manager from ISG, provided additional detail and stated he is present to address any questions. Sanders asked how property owners can obtain redress. Del Val reported property owner contact him then items are added to a construction punch list and ISG communicates needed work with the pipeline company. Chitty asked about soil mixing, soil compaction, and drainage tile lines. Del Val responded. Del Val stated any property owners with issues need to contact ISG to add their items to the list of remaining construction work. Olson asked how long it will take to address the punch list. Del Val stated he cannot provide a date; the mitigation plan will continue until no issues remain. Moon reported on wet conditions violations.

DRAINAGE DISTRICT WATCHMAN SERVICES PROPOSAL FROM BOLTON & MENK – Sanders provided an overview and stated if any action is needed, a meeting of the Board acting as the Drainage Trustees will be convened. Olson stated the Board should have the County Attorney review the services and also solicit additional bids for the work. Sanders stated Bolton & Menk currently assists the County as needed with its *Code*-mandated drainage maintenance. Darren Moon, Engineer, recommends legal review, and altering two items in the proposal. Discussion took place. Sanders directed Moon to schedule a Drainage District Trustees meeting.

REVISIONS TO THE ANALYSIS OF SOCIAL SERVICES EVALUATION TEAM (ASSET) POLICIES AND PROCEDURES – Deb Schildroth, External Operations and County Services Director, reported ASSET policies are reviewed annually. She reviewed the changes and stated the ASSET Board recommends approval. Chitty moved, Olson seconded the approval of the Revisions to the ASSET Policies and Procedures. Roll call vote. (MCU)

AWARDING BID TO HPC, LLC, FOR A BASE AMOUNT OF \$380,000.00 AND ALTERNATIVE 1 FOR \$13,500.00 FOR TWO REPLACEMENT FURNACES AND CONDENSERS AND ALTERNATIVE 2 FOR \$9,000.00 FOR ACOUSTIC PANELS FOR THE ANIMAL SHELTER REMODEL PROJECT LOCATED AT 975 W. LINCOLN

WAY, NEVADA, IOWA – Jeff Harris, Roseland Mackey Harris Architects, reported the low bid was from HPC. Additions to the scope of work for paving, fencing, and other items adds an additional \$30,000.00 to the project. Joby Brogden, Facilities Management Director, reported on materials purchased. Lisa Markley, Assistant Auditor, stated she will amend the budget as necessary. Discussion took place regarding funding sources. Chitty moved, Olson seconded the approval of Awarding Bid to HPC, LLC for the base amount of \$380,000.00 with Alternate #1 for \$13,500.00 (furnaces and condensers) paid by the County and Alternate #2 for \$9,000.00 (acoustic panels) paid by Friends and Family for the Animal Shelter Remodel Project account. Roll call vote. (MCU)

EXTENDING THE DEADLINE FOR THE TECHNICAL ASSISTANCE TO COMMUNITIES FROM 6/1/18 TO 6/15/18 – Leanne Harter, County Outreach and Special Projects Manager, recommends extending the deadline to maximize participation; she is communicating with eligible municipalities. Brenda Dryer, Ames Economic Development Commission, stated she will also reach out to communities. Olson moved, Chitty seconded the approval of extending the deadline for applications for Technical Assistance to Communities from 6/1/18 to 6/15/18. Roll call vote. (MCU)

STORY COUNTY WEBSITE STANDARDS GUIDE (AFTER SEVEN-DAY REVIEW) – Barbara Steinback, Information Technology Director, reported on a few changes; she recommends approval. Olson moved, Chitty seconded the approval of the Story County Website Standards Guide after seven-day review as presented. Roll call vote. (MCU)

CHANGE ORDER #1 BETWEEN BOULDER CONTRACTING, LLC AND STORY COUNTY CONSERVATION BOARD FOR TEDESCO ENVIRONMENTAL LEARNING CORRIDOR (TELC), BID PACKAGE 2 TRAIL PAVING AND PARK AMENITIES FOR \$95,615.00 – Mike Cox, Conservation Director, reported the change is increase the amount of permeable paving in lieu of crushed limestone. The Conservation Board recommends the change. Olson moved, Chitty seconded the approval of the Change Order #1, between Boulder Contracting and Story County for the Tedesco Environmental Learning Corridor (TELC), Bid Package 2 Trail Paving and Park Amenities for \$95,615.00. Roll call vote. (MCU)

EXTENSION OF CONTRACT FOR SERVICES BETWEEN BOTANICAL AND ECOLOGICAL CONSULTING AND STORY COUNTY CONSERVATION, EFFECTIVE 7/1/18-6/30/19, FOR \$57,875.00 – Mike Cox, Conservation Director, requests adding another 5,000 acres to the contract which is for improving quality of life in sensitive areas. He requests using the Energy Transfer Funds (ETF) in the amount of \$30,000.00 and budgeted FY19 of \$27,875.00 for the remainder. Discussion took place. Chitty moved, Olson seconded the approval of Extension of Contract for Services between Botanical and Ecological Consulting and Story County, effective 7/1/18-6/30/19, for \$57,875.00 (\$30,000 ETF and \$27,875.00 FY19 budgeted funds). Roll call vote. (MCU)

COUNTY OUTREACH AND SPECIAL PROJECTS QUARTERLY REPORT – Leanne Harter reported on communication plan, equipment needs, quadrant meetings, Cornerstone to Capstone (C2C) Plan, Connect Iowa, Continuity of Operations/Continuity of Government (COOP/COG) Plan, Economic Development Group, floodplain management, Urban Renewal Area (URA) Plan, watershed management planning, and new staff.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Chitty reported on the imminent sale of the medical clinic in Zearing, and the Nevada City Council meeting. Olson reported on feedback about housing needs from city council meetings, and possible Workforce Transportation grants for shuttles.

Chitty moved, Olson seconded to adjourn at 12:39 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
6/12/18

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 MINUTES:

I. 6/5/18 Minutes

Department Submitting Auditor

5. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)pay adjustment effective 5/14/17 in a)Attorney's Office (correction of anniversary date) for Heather Pritchard @ \$17.69/hr; effective 5/13/18 (correction of effective date) for Heather Pritchard @ \$18.40/hr; b)Facilities Management effective 6/24/18 for Kevin Winchell @ \$22.81/hr; c)Secondary Roads for Steve Johnson @ \$31.91/hr; d) Sheriff's Office for Jerri Levri @ \$2,042.50/bw; Carson Linkenmeyer @ \$1,760.47/bw; Joel Navratil @ \$2,473.84/bw; Anthony Rhoad @ \$2,999.32/bw; Jade Robinson @ \$1,760.47/bw; Kyle Thompson @ \$2,471.44/bw; 2)re-evaluation of position effective 7/8/18 in Attorney's Office for Heather Pritchard @ \$18.94/hr

Department Submitting HR

6. CONSIDERATION OF CLAIMS:

I. 6/14/18 Claims

Department Submitting Auditor

Documents:

CLAIMS 061418.PDF

7. CONSENT AGENDA:

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

I. Acknowledgement Of Sheriff's Office Purchase Of Hardware And Licensing For Update Of Security Camera System For Approximately \$34,000 (Unbudgeted)

Department Submitting Sheriff

Documents:

CAMERA SYSTEM.PDF

- II. Consideration Of Change Order With Jensen Builders, Ltd. For \$5,476.00 To Fix Storm Sewer At Kelley Shed

Department Submitting Engineer

Documents:

CHANGE ORDER KELLEY FOR STORM SEWER.PDF

- III. Consideration Of Application For Permit To Use Or Explode Display Fireworks At 50905-310th St., Slater, Ia. On 7/14/18 At 9:30 P.m. With The Rain Date Of 7/21/18

Department Submitting Auditor

Documents:

FIREWORKS.PDF

- IV. Consideration Of Resolution #18-113 For Stop Sign Located At The Intersection Of 260th Street And 530th Avenue

Department Submitting Engineer

Documents:

RES 18 113.PDF

- V. Consideration Of Resolution #18-114 For Stop Sign Located At The Intersection Of 520th Avenue And 260th Street

Department Submitting Engineer

Documents:

RES 18 114.PDF

- VI. Consideration Of Resolution #18-112, To Abate Taxes Assessed On Building On Leased Land At 32838 620th Ave., Maxwell, Ia

Department Submitting Treasurer

Documents:

FLUMMERFELT ABATEMENT.PDF
RESOLUTION 18 112.PDF

- VII. Consideration Of Central Iowa Community Services Statement Of Understanding In Reference Of The 28E Agreement Effective 7/1/18 - 6/30/19 For The Following: Karla Webb, Wendy Schmitz, Melanie Worley, Kathy Johnson, Tyler Lennon, Nikki Sprecher, And Staci Shugar

Department Submitting Community Services

Documents:

28E SOU.PDF

- VIII. Consideration Of Contract With JEO Consulting Group Effective 6/12/18 For \$14,645 For Strategic Plan Process Consulting Services

Department Submitting Board of Supervisors

Documents:

JEO CONTRACT.PDF

- IX. Consideration Of Iowa Communities Assurance Pool (ICAP) Renewal Application Effective 7/1/18-6/30/19 For \$274,747.69

Department Submitting Board of Supervisors

Documents:

ICAPRENEWAL.PDF

- X. Consideration Of Amendment Of Modification Of Contract Between Immigration And Customs Enforcement And Story County Federal Contract-Confidential

Department Submitting Sheriff

- XI. Consideration Of Contract Between Solutions And Information Technology For Software Maintenance Effective 07/01/18-06/30/19 @ \$25,200.00 (Budgeted)

Department Submitting Information Technology

Documents:

SOLUTIONSSTATEMENTOFWORK.PDF
SOLUTIONSMAINTENANCE.PDF

- XII. Consideration Of Contract Between Civic Plus And Information Technology For Software Maintenance Effective 07/01/18-06/30/19 @ \$12,109.42 (Budgeted)

Department Submitting Information Technology

Documents:

CIVICPLUS.PDF

- XIII. Consideration Of 28E Agreement For Insurance Between Story County, Iowa And Story County Extension District Effective July 1, 2018 Until Terminated

Department Submitting Board of Supervisors

Documents:

ISUEXTENSION.PDF

XIV. Consideration Of Resolution #18-115 FY19 Pay Resolution

Department Submitting Board of Supervisors

Documents:

FY19PAYRESOLUTION.PDF

XV. Consideration Of Utility Permit(S): #18-102; #18-103; #18-104

Department Submitting Engineer

Documents:

UT 18 102.PDF

UT 18 103.PDF

UT 18 104.PDF

XVI. Consideration Of Change Order #1 For Generator At Human Services Center For \$5,142.00

Department Submitting Facilities Management

Documents:

HSC GENERATOR CHANGE ORDER.PDF

8. PUBLIC HEARING ITEMS:

I. Discussion And Consideration Of Resolution #18-107, Ames Urban Fringe Plan Land Use Framework Map Amendment Located At Timber Creek Acres Plat 1-4 – Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF

RESOLUTION 18 107.PDF

TIMBER CREEK AMES STAFF REPORT.PDF

II. Discussion And Consideration Of Resolution #18-108, Ames Urban Fringe Plan Land Use Framework Map Amendment Located At 3554 N 500th Avenue And Parcel #05-30-300-305 – Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
RESOLUTION 18 108.PDF
AMES STAFF REPORT.PDF

- III. First Consideration Of Ordinance # 272 Amending Certain Boundaries Of The Official Zoning Map Of Story County - Landus Cooperative Rezoning And Resolution Of #18-111 C2C Future Land Use Map Amendment - Emily Zandt

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
RESOLUTION 18 111.PDF
ORDINANCE 272.PDF
APPLICATION.PDF
RECORDED PLAT.PDF

9. ADDITIONAL ITEMS:

- I. Discussion And Consideration With Dakota Access Pipeline Regarding County Inspection And Discussion Of Landowner Concerns- Evan Del Val, ISG

Department Submitting Engineer

Documents:

DAKOTA ACCESS PIPELINE DISCUSSION.PDF

- II. Discussion And Consideration Of Drainage District Watchman Services Proposal From Bolton & Menk - Darren Moon

Department Submitting Engineer

Documents:

DD WATCHMAN SERVICES PROPOSAL.PDF

- III. Discussion And Consideration Of Revisions To The ASSET Policies And Procedures - Deb Schildroth

Department Submitting Board of Supervisors

Documents:

ASSETPOLICIES.PDF

- IV. Discussion And Consideration Of Awarding Bid To HPC, L.L.C., For A Base Amount Of \$380,000 And Alternative 1 For \$13,500 For Two Replacement Furnaces And Condensers And Alternative 2 For \$9,000 For Acoustic Panels For The Animal Shelter Remodel Project Located At 975 W. Lincoln Way, Nevada, IA - Jeff Harris And Joby Brogden

Department Submitting Board of Supervisors

Documents:

HPCBID.PDF

- V. Discussion And Consideration Of Extending The Deadline For The Technical Assistance To Communities From 6/1/18-6/15/18 - Leanne Harter

Department Submitting Board of Supervisors

Documents:

TECHNICAL ASSISTANCE.PDF

- VI. Discussion And Consideration Of Story County Website Standards Guide (After 7 Day Review)-Barbara Steinback

Department Submitting Information Technology

Documents:

STANDARDS.PDF

- VII. Consideration Of Change Order 1 Between Boulder Contracting, LLC And Story County Conservation Board For Tedesco Environmental Learning Corridor (TELC), Bid Package 2 Trail Paving And Park Amenities For \$95,615 - Mike Cox

Department Submitting Conservation

Documents:

URGE MEMO TELC PH2 CHANGE ORDER 1.PDF

CHANGE ORDER 1 FOR TELC BP 2.PDF

- VIII. Consideration Of Extension For A Contract For Services Between Botanical And Ecological Consulting And Story County Conservation Effective 7/1/18-6/30/19 For \$57,875 - Mike Cox

Department Submitting Conservation

Documents:

URGE MEMO SENSITIVE AREAS INVENTORY AGREEMENT.PDF

SCOPE OF WORK EXTENSION FOR SAI.PDF

10. AGENCY REPORTS:

11. DEPARTMENTAL REPORTS:

- I. County Outreach And Special Projects Quarterly Report - Leanne Harter

Department Submitting Auditor

Documents:

COSPM REPORT FOR JUNE 2018.PDF

12. OTHER REPORTS:

13. PUBLIC FORUM #2:

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

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

15. ADJOURNMENT:

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.



Sheriff's Office



Story County
PAUL H. FITZGERALD, Sheriff

Emergency 911 • Office: 515-382-6566 • Fax #: 515-382-7479 • P.O. Box 265 • Nevada, Iowa 50201

To: Board of Supervisors
Rick Sanders, Chairperson
Martin Chitty
Lauris Olson
From: Sheriff Paul H. Fitzgerald
Capt. Barry M. Thomas *BMT*
Date: June 4, 2018
Reference: Purchases over \$5,000 (unbudgeted)

.....
The Story County Sheriff's Office currently has a security camera system we use to help monitor the jail. The hardware equipment is well over its five (5) year expected life span.

We have the opportunity to team up with the Story County IT Department and Facilities Management to upgrade our security camera system. The purchase of the hardware and licensing will be approximately \$34,000. As we come to the end of the FY17/18 budget year, we have determined there will be sufficient funds to pay for all the items needed out of the current year's budget. Therefore we will not be asking for additional funds.

APPROVED **DENIED**

Board Member Initials: PS

Meeting Date: 6-12-18

Follow-up action: _____



AIA®

Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Secondary Roads Building Improvements - Kelley & Roland Shed 900 6th Street, Nevada, IA 50201	CONTRACT INFORMATION: Contract For: General Construction Date: October 31, 2017	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: May 17, 2018
OWNER: <i>(Name and address)</i> Story County 900 6th Street Nevada, IA 50201	ARCHITECT: <i>(Name and address)</i> HAILA Architecture Structure Planning, Ltd. 413 Kellogg Avenue Ames, IA 50010	CONTRACTOR: <i>(Name and address)</i> Jensen Builders, Ltd 2097 NE 60th Avenue Des Moines, IA 50313

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Cast in place structure to fix storm sewer in Kelley.

ADD \$5,476

The original Contract Sum was	\$ 1,033,400.00
The net change by previously authorized Change Orders	\$ 30,535.00
The Contract Sum prior to this Change Order was	\$ 1,063,935.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 5,476.00
The new Contract Sum including this Change Order will be	\$ 1,069,411.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.HAILA Architecture | Structure |
Planning, Ltd.

Jensen Builders, Ltd

Story County

ARCHITECT *(Firm name)***CONTRACTOR** *(Firm name)***OWNER** *(Firm name)***SIGNATURE****SIGNATURE****SIGNATURE**Chad West, AIA
PRINTED NAME AND TITLEAlex Bonzer, Project Manager
PRINTED NAME AND TITLERick Sanders, Chair of B.O.S.
PRINTED NAME AND TITLE

May 17, 2018

May 23, 2018

6-12-18

DATE**DATE****DATE**

Recommended for approval by:

Darren R. Moon, P.E.

Date

Jensen Builders LTD

1175 South 32nd Street
Fort Dodge, IA 50501
Ph : (515)573-3292

Change Request

To: Chad West
Haila Architecture, Structure,
413 Kellogg Avenue
Ames, IA 50010

Number: 7
Date: 5/1/18
Job: 18-022 Story County Sec Roads Sheds
Phone:

Description: Cast in Place Structure to Fix Storm Sewer in Kelley

We are pleased to offer the following specifications and pricing to make the following changes:
Great Plains Pipe and Structures proposal to a cast in place concrete box to repair storm sewer line at the Kelley jobsite.

Great Plains Pipe & Structure:
See attached quote.
Total = \$4,724

Subtotal = \$4,724
Bond = \$43
Overhead and Profit (15%) = \$709
Total = \$5,476

The total amount to provide this work is \$5,476.00

If you have any questions, please contact me at (515)573-3292.

Submitted by: Alex Bonzer
JENSEN BUILDERS LTD

Approved by: _____
Date: _____

Cost Estimate Report

Jensen Builders
Kelly, IA

Date: 05/01/2018

Kelley IA structure

Year 2018 Quarter 1
Unit Detail Report

Prepared By: Chris Bjornson Great Plains Pipe and Structures

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01	General Requirements				
015436501500	Mobilization or demobilization, delivery charge for equipment, hauled on 40-ton capacity towed trailer	1.00	Ea.	\$796.52	\$796.52
Division 01	General Requirements Subtotal				\$796.52
Division 03	Concrete				
033053401400	Structural concrete, in place, column (4000 psi), round, up to 1% reinforcing by area, 24" diameter, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing	2.00	C.Y.	\$541.29	\$1,082.58
Division 03	Concrete Subtotal				\$1,082.58
Division 31	Earthwork				
310516100320	Aggregate for earthwork, crushed stone, 1.40 tons per C.Y., 3/4", spread with 200 HP dozer, includes load at pit and haul, 2 miles round trip, excludes compaction	25.00	L.C.Y.	\$39.49	\$987.25
312316130600	Excavating, trench or continuous footing, common earth, 1 C.Y. excavator, truck mounted, 6' to 10' deep, excludes sheeting or dewatering	100.00	B.C.Y.	\$5.84	\$584.00
Division 31	Earthwork Subtotal				\$1,571.25
Division 33	Utilities				
334211402810	Public storm utility drainage piping, end sections, corrugated metal pipe, galvanized uncoated, 24" diameter	2.00	Ea.	\$364.78	\$729.56
334211501070	Public storm utility drainage piping, drainage and sewage, corrugated HDPE, type S, bell and spigot, with gaskets, 24" diameter, excludes excavation and backfill	10.00	L.F.	\$28.19	\$281.90

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
334211501460	Public storm utility drainage piping, drainage and sewage, corrugated HDPE, type S, split coupling, 24" diameter, excludes excavation and backfill	2.00	Ea.	\$131.17	\$262.34
Division 33	Utilities Subtotal				\$1,273.80
Subtotal					\$4,724.15
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$4,724.15
General Conditions				0.00%	\$0.00
Subtotal					\$4,724.15
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$4,724.15

STORY COUNTY
APPLICATION FOR PERMIT
TO USE OR EXPLODE DISPLAY FIREWORKS

FILED

MAY 31 AM 9:51

STORY COUNTY AUDITOR

APPLICANT INFORMATION

Name: Robert Vespstad
Address: 50905 310th St Slater IA 50244
Phone: Day: 515-490-9492 Evening: 515-490-9492
Operator's name and address (if different from applicant):
Alan Dotts 26727 19th St S Nevada IA 50201

DESCRIPTION OF OPERATOR'S COMPETENCY

EVENT INFORMATION

Date: 7/14/18 Time: 9:30 PM Location: 50905 310th St Slater IA 50244
Rain Date: 7/21/18

INSURANCE INFORMATION

Are you insured?

Yes No

Name, address, and phone number of insurance company and agent:
American Family Ins 131 N Ankeny Blvd Ankeny IA 50023 515-964-7575

A certificate of insurance shall accompany the application.

Robert Vespstad

SIGNATURE OF APPLICANT

5/29/2018

DATE

"Pursuant to Iowa Code §331.304(8) and §727.2, the Story County Board of Supervisors may grant a permit for the use or explosion of display fireworks upon a written application when the display fireworks will be handled by a competent operator. The operator shall handle and discharge the display fireworks according to applicable law and manufacturer's recommendations, and shall operate safely under all circumstances. The permittee/operator certifies that s/he has authority to operate display fireworks on and over the location listed in the permit where the display is to occur. Any such permit shall be void if the use occurs when a 'burn ban' is in effect or if conditions are conducive to fire. Any permit is valid only in the unincorporated areas of Story County, Iowa, and this permit is immediately void if any display fireworks are operated over any part of a city, airport, airstrip or outside of Story County (except non-nuisance airborne smoke that may drift from the display location). Any permit so issued does not immunize the applicant or operator from complying with all laws and regulations concerning the purchase, transportation, possession, storage, firing, and discharge of explosives and fireworks. The permittee/operator shall comply with lawful directives of any peace officer and emergency services worker and the permittee/operator shall produce the permit upon request of any peace officer or emergency services worker. The applicant/permittee and/or operator shall assume all liability and risk of loss, injury or death to any entity or person associated with the handling and/or discharge of the display fireworks, and agrees to indemnify and hold Story County, its agents and employees, harmless from any and all liability associated with the use or explosion of display fireworks. The permittee/operator specifically and voluntarily agrees to the foregoing and understands the granting or denial of this application is a matter of discretion resting solely with the Story County Board of Supervisors, its agents and/or assigns."

- Attach certificate of insurance to the application
- Submit completed application and insurance information to the following:

Story County Auditor's Office
900 6th St.
Nevada, Iowa 50201

The deadline for the Board of Supervisors' weekly meeting agenda is Thursday at 3 pm. Completed applications received by the deadline shall be placed on the agenda for the following Tuesday.

OFFICIAL USE ONLY

APPLICATION APPROVED

APPLICATION DENIED

[Signature]
CHAIRPERSON, BOARD OF SUPERVISORS

DATE

RESOLUTION # 18-113
STOP SIGN AUTHORIZATION

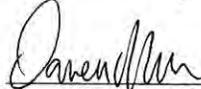
WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.236, 321.255, and 321.345 of the Code of Iowa to designate stop conditions on secondary roads and intersections under their jurisdiction, and

WHEREAS: The traffic volumes and sight conditions at the intersection of 260th Street and 530th Avenue have been reviewed and a traffic study has been conducted by the county engineer, and

WHEREAS: Said study has been completed and now leads to the recommendation that a stop sign for eastbound traffic be erected at this intersection, and

NOW, THEREFORE, BE IT RESOLVED by the Story County Board of Supervisors that they do hereby authorize the erection of a stop sign for eastbound traffic on 260th Street at its intersection with 530th Avenue.

Recommended by:



Darren R. Moon, P.E.
County Engineer

Adopted this 12th day of June, 2018.

Moved by: Olson
Seconded by: Chitty
Voting aye: Olson, Chitty, Sanders
Voting nay: None
Absent: None
Not voting: None



Rick Sanders, Chairperson
Board of Supervisors

ATTEST: 

Lucy Martin
County Auditor

RESOLUTION # 18-114
STOP SIGN AUTHORIZATION

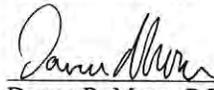
WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.236, 321.255, and 321.345 of the Code of Iowa to designate stop conditions on secondary roads and intersections under their jurisdiction, and

WHEREAS: The traffic volumes and sight conditions at the intersection of 260th Street and 520th Avenue have been reviewed and a traffic study has been conducted by the county engineer, and

WHEREAS: Said study has been completed and now leads to the recommendation that a stop sign for northbound traffic and a stop sign for southbound traffic be erected at this intersection, and

NOW, THEREFORE, BE IT RESOLVED by the Story County Board of Supervisors that they do hereby authorize the erection of stop signs for northbound and southbound traffic on 520th Avenue at its intersection with 260th Street.

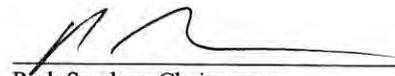
Recommended by:



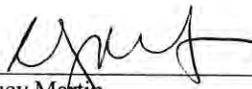
Darren R. Moon, P.E
County Engineer

Adopted this 12th day of June, 2018.

Moved by: Olson
Seconded by: Chitty
Voting aye: Olson, Chitty, Sanders
Voting nay: None
Absent: None
Not voting: None



Rick Sanders, Chairperson
Board of Supervisors

ATTEST: 

Lucy Martin
County Auditor

BOARD OF SUPERVISORS RESOLUTION 18-112

RESOLUTION TO ABATE TAXES ASSESSED ON BUILDING ON LEASED LAND

WHEREAS, the following building on leased land was located at 32838 620th Avenue, Maxwell, Iowa, in Story County; and

WHEREAS, said building on leased land has now been sold and moved to 2518 Colt Street, Ames, Iowa, a/k/a Four Seasons Mobile Home Park; and

WHEREAS, said building on leased land has delinquent taxes due to moving from real estate to a mobile home park; and

WHEREAS, Flummerfelt Enterprises is requesting that the 2015/2016 delinquent taxes be abated per letter that was received; and

WHEREAS, Section 435.25 of the Code of Iowa, states that when it is administratively impractical to pursue tax collection through the remedies of this section, all taxes, regular and special, interest, and costs shall be abated by resolution of the county board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to now said mobile home;

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors hereby abates the following parcel/vin and authorizes the County Treasurer to strike the amount due from the county system:

<u>NAME</u>	<u>PARCEL/VIN #</u>	<u>AMOUNT</u>
Stanton, Charles/Patricia	1530325116 - IV7516FK215769	\$526.00

APPROVED this 12th day of June, 2018.

Moved By: Olson

Seconded By: Chitty

Voting Aye: Olson, Chitty, Sanders

Voting Nay: None

Not Voting: None

Absent: None

ATTEST:



Chairperson
Story County Board of Supervisors



Lucy Martin
Story County Auditor

STATEMENT OF UNDERSTANDING

FY 2019

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

6. STAFF

6.1 Selection process for Regional Administrator Team and CEO

The initial Regional Administrator Team shall consist of the County Central Point of Coordinator (CPC) from each member county and will be called Community Services Director from this point forward (hereinafter referred to as CSDs). The CSDs which make up the Regional Administrator Team shall remain employees of their respective counties. *There will be a statement of understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the Region.* The Regional Administrator Team will present a recommendation for the Chair/CEO to the Governing Board. The Chief Executive Officer (CEO) shall be appointed by the Governing Board. The initial CEO shall be the CPC Administrator from one of the member counties. The CEO shall remain an employee of his or her respective county and shall report to the Region's Governing Board as outlined in the statement of understanding between the Governing Board and his or her member county Board of Supervisors. The CEO is the single point of accountability in the Region. The CEO shall assign the administrative responsibilities to the Regional Administrator Team to assure that each of the required functions are performed.

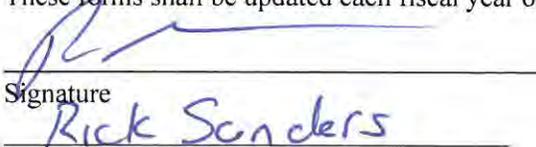
This document serves as the Statement of Understanding between Story County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Karla Webb	Operations Officer	75% (of IFTE)

Begin Date 7/1/2018

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by Story County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.

Signature


Rick Sanders

Printed Name

Chair, Story County Board of Supervisors

Date

6-12-18

Signature

Printed Name

Chair, Central Iowa Community Services

Date

STATEMENT OF UNDERSTANDING

FY 2019

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

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6.1 Selection process for Regional Administrator Team and CEO

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This document serves as the Statement of Understanding between Story County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Wendy Schmitz	Administrative Support	100% (of 1FTE)

Begin Date 7/1/2018

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by Story County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.



Signature

Rick Sanders

Printed Name

Chair, Story County Board of Supervisors

Date 6-12-18

Signature

Printed Name

Chair, Central Iowa Community Services

Date _____

STATEMENT OF UNDERSTANDING

FY 2019

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

6. STAFF

6.1 Selection process for Regional Administrator Team and CEO

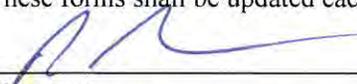
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This document serves as the Statement of Understanding between Story County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Melanie Worley	Administrative Support	100% (of 0.5FTE)

Begin Date 7/1/2018

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by Story County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.



Signature

Rick Sanders

Printed Name

Chair, Story County Board of Supervisors

Date 6-12-18

Signature

Printed Name

Chair, Central Iowa Community Services

Date _____

STATEMENT OF UNDERSTANDING

FY 2019

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

6. STAFF

6.1 Selection process for Regional Administrator Team and CEO

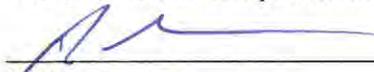
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This document serves as the Statement of Understanding between Story County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Kathy Johnson	Service Coordinator	75% (of 1FTE)

Begin Date 7/1/2018

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by Story County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.



 Signature


 Printed Name
 Chair, Story County Board of Supervisors
 Date 6-12-18

 Signature

 Printed Name
 Chair, Central Iowa Community Services
 Date _____

STATEMENT OF UNDERSTANDING

FY 2019

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

6. STAFF

6.1 Selection process for Regional Administrator Team and CEO

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This document serves as the Statement of Understanding between Story County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Tyler Lennon	Service Coordinator	75% (of 1FTE)

Begin Date 7/1/2018

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by Story County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.

Signature
Rick Sanders

Printed Name
Chair, Story County Board of Supervisors
Date 6-12-18

Signature

Printed Name
Chair, Central Iowa Community Services
Date _____

STATEMENT OF UNDERSTANDING

FY 2019

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

6. STAFF

6.1 Selection process for Regional Administrator Team and CEO

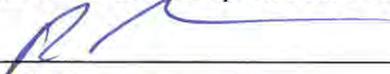
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This document serves as the Statement of Understanding between Story County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Nikki Sprecher	Service Coordinator	50% (of 1FTE)

Begin Date 7/1/2018

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by Story County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.



Signature

Rick Sanders

Printed Name

Chair, Story County Board of Supervisors

Date *6-12-18*

Signature

Printed Name

Chair, Central Iowa Community Services

Date _____

STATEMENT OF UNDERSTANDING

FY 2019

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

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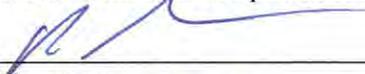
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This document serves as the Statement of Understanding between Story County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Staci Shugar	Service Coordinator	100% (of 1FTE)

Begin Date 7/1/2018

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by Story County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.



Signature

Rick Sanders

Printed Name

Chair, Story County Board of Supervisors

Date *6-12-18*

Signature

Printed Name

Chair, Central Iowa Community Services

Date _____

Provider Agreement
CONSULTING SERVICES TO GUIDE STORY COUNTY
STRATEGIC PLANNING PROCESS
Story County, Iowa

THIS AGREEMENT is entered into by and between Story County, Iowa, a 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 JEO Consulting Group, Inc. hereinafter referred to as "Provider", whose mailing address and telephone number is mailing address 11717 Burt Street, Suite 210, Omaha, Nebraska 68154, telephone 402-934-3680, hereinafter referred to as "Provider".

1. PURPOSE AND INTENT.

The purpose of this agreement is for the Provider to provide for the County Consulting Services to Guide Story County in a Strategic Planning Process as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the County for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

2. FEES, EXPENSES & COMPENSATION.

In consideration for the total payment of \$14,645.00 in accordance with Section 1, the Provider shall provide consulting services as defined in the Request for Proposals released by Story County and further refined in the proposal submitted in response to the RFP by the Provider attached to this contract and Exhibit A.

3. METHOD OF PAYMENT.

All invoices must specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Provider agrees that the hourly fee and mileage expense shall be Provider's sole compensation for professional services and work performed because of this Agreement.

Payment for services will be made by County on a monthly basis following receipt of invoice from Provider to include the following:

- a) Monthly time and expense tracking per task
- b) Percentage (%) completion by task
- c) Written narrative of work done by task to include reference to any preliminary deliverables and documentation of correspondence with County representative.
- d) Description of upcoming tasks
- e) On or before December 31, 2018, the Provider will provide electronically, itemization of costs incurred. The Provider will make available all receipts if requested by the County.
- f) The maximum total amount payable by the County under this agreement is \$14,645.00 as detailed in Section 2 of this contract, and no greater amount shall be paid.
- g) Payment is due upon receipt of invoice.
- h) Provider understands that the County reserves the right to request additional specific information in accessing the accuracy of claim information.

4. INDEPENDENT CONTRACTOR.

It is understood, and the provider agrees that it is an independent professional contractor and that Provider will not in any event be construed 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.

5. INSURANCE AND 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. County reserves the right to require complete, certified copies of all required insurance policies, at any time. Provider is also responsible for any 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.

To the fullest extent permitted by law the Provider shall indemnify and hold harmless the County, their agents, and employees from and against all claims, losses, expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Provider, anyone directly or indirectly employed by Provider or anyone for whose acts any of them may be liable.

6. CONFIDENTIALITY.

Provider agrees to hold in trust and confidence and confidential information and/or proprietary information or data relating to County business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the County. This shall include compliance with all laws and regulations regarding protected health information.

7. TERM AND TERMINATION OF AGREEMENT.

This agreement is effective on the 5th day of June 2018 for a period of one year(s). The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination. In any case where the Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the County shall provide a cure notice. If after notice the Provider continues to be in default, the County may terminate this agreement immediately. The County shall only be obligated to compensate the Provider for compliant services performed prior to the notice of termination.

8. ACCESS TO BOOKS AND RECORDS.

Unless otherwise required by applicable laws, Provider shall allow the County access to all books and records for purposed 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.

9. 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 be 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.

10. 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.

11. 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.

12. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.

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

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

STORY COUNTY, IOWA (County)

By: 

Chairperson of the Board of Supervisors

Dated: 6-12-18

 (Provider)

By: JEFFREY B. RAY, AICP
VICE PRESIDENT, JEO

Dated: 6/6/18

**EXHIBIT "A" SCOPE OF SERVICES for
Vision Implementation Plan
Story County, Iowa**

For the following project (brief description):

Based on the project generally defined as an update to the 2015 Story County Strategic Plan with the Story County Board of Supervisor, we propose to provide planning services required to complete an update as a Vision Implementation Plan (VIP) for Story County, Iowa.

The County and Provider agree to the following:

SCOPE OF SERVICES:

Please note that these services may run concurrently.

1) PROJECT KICK-OFF:

- a) JEO shall meet with key staff and county supervisors at a public meeting to clarify and define the project approach and data collection needs. The purpose of the meeting will be to identify and discuss project expectations, review project milestones, communication channels, public input plan, and selection of steering committee members (if different from past initiatives).
- b) JEO shall directly work with the County to collect and review valuable information from previously conducted interviews, surveys, studies, and focus group sessions to provide some insight as to the County's priorities.
- c) Initiate online survey and review previous documents and existing strategic plan.

2) COMMUNITY SURVEYING

- a) Development and provide web link to online survey to County staff to post and distribute public online survey and provide print copies (upon request)- open three weeks.
- b) Conduct internal survey with elected officials and department heads to identify specific programs, projects, and initiatives specific to their office/department. Collect and analyze online survey results.

3) COMMUNITY STRATEGIC PLANNING WORKSHOP

- a) Review the County's comprehensive plan and current strategic plan to review the long-range goals of the County with the committee.
- b) Review engineering reports and other documents, such as the Capital Improvement Plan (CIP), as provided per Task 1 (b) to assess public facility improvements.
- c) Conduct one work session with the committee, lasting no more than five hours, at a location provided by the County.
 1. Discuss each goal's potential impact on the future of Story County.

2. Prioritize strategic issues.
3. Identify the committee's timeframe to initiate the goal.

4) DEVELOP STRATEGIC PLAN

- a) Compose the VIP document.
 1. Define goals, associated objectives, itemized action steps, and timetables for effective and efficient implementation of each goal.
 2. Identify groups, organizations, and/or agencies that will be responsible for undertaking each goal.
 3. Identify potential resources (both human and financial) that may help implement the community initiative.
 4. Specify measurable outputs to monitor the progress and effectiveness of the implementation process.
- b) Provide staff with draft for internal review (one round of review of draft version 1).
- c) Revise the draft VIP document based upon comments received from staff as draft version 2.
- d) Provide staff with draft version 2 for public review (one round of review).
- e) Attend one meeting and present to Story County Supervisors.
- f) Revise final draft (version 3) as necessary based on feedback from Story County Supervisors and staff.

5) DELIVERABLES

- a) Up to 15 printed copies of the final VIP.
- b) Electronic copy of the VIP in PDF.

TERMS AND CONDITIONS:

1) ADDITIONAL SERVICES

- a) Typical additional services include but may not be limited to:
 1. Revisions to work completed other than revisions specifically defined above
 2. Development of maps or other documentation with information not specifically shown to be provided in this document
 3. Any requested increase in the scope of work

2) ADDITIONAL TERMS

The JEO team will need the assistance of the County to provide the following:

- a) A point of contact providing a direct liaison with the JEO team for instruction and direction on behalf of the County.
- b) As needed, access to and copies of an existing base map owned by or in the possession of the County in ArcGIS identifying facilities own or operated by Story County.
- c) Copies of all previous studies and data in its possession or that it may obtain that are relevant to the performance of this contract.

- d) Reasonable assistance in contacting residents and agencies, scheduling activities, and distributing information about the project.
- e) Arrange for safe access to and make all provisions for the JEO team to enter upon public property as required for the JEO team to perform services under this agreement.
- f) Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the JEO team (including obtaining advice of an attorney and other consultants as the County deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
- g) Give prompt written notice to the JEO team whenever County observes or otherwise becomes aware of any development that affects the scope or time of performance of furnishing services pertaining to this agreement, or any defect or nonconformance in the JEO team's services.
- h) Review by County Attorney of documents and regulations for conformity with existing local, state, and federal law and regulations.
- i) The JEO team shall be entitled to use and rely upon all such information and services provided by the County in performing services under this agreement.
- j) Provide a meeting facility for all scheduled public meetings.
- k) All General Provisions per Exhibit B.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in

the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client

and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



REVISED
**Commitment to
Continue Membership**

I, Story County, do hereby affix my signature to this form and promise to submit the contribution of \$307,301.33 (less attached vouchers if applicable) by 7-2-18. In order to fulfill this commitment, our check will be received by the Iowa Communities Assurance Pool, at the address on this form, no later than 7-20-18.

Printed Name Rick Sanders
Signature [Handwritten Signature]
Date 6-12-19

Iowa Communities
Assurance Pool
5701 Greendale Road
Johnston, IA 50131



Member Invoice

Member Name: Story County

Anniversary Date: 07/01/2018

Policy Number: R0432PC2018-01

<u>Coverage</u>	<u>Limit of Coverage</u>	<u>Contribution</u>
General Liability	\$2,000,000	\$39,943.67
Automobile Liability	\$2,000,000	\$18,385.51
Law Enforcement Liability	\$2,000,000	\$52,274.96
Public Officials Wrongful Acts	\$2,000,000	\$21,008.01
Excess Liability	\$13,000,000	\$40,416.52
Property	\$64,357,897	\$115,643.44
Equipment Breakdown	Included	Included
Crime	\$5,000	\$0.00
Marketing and Administration Fees		\$19,629.22
TOTAL CONTRIBUTION		\$307,301.33

MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE: 07/01/2018

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If you have further questions regarding this process or do not wish to participate, please call us at 515-276-7557.

Iowa Communities Assurance Pool
5701 Greendale Road
Johnston, IA 50131

Number 432

In recognition of
continued ICAP
membership

Date 05/18/2018

Story County

\$ 32,553.64

Thirty-Two Thousand Five Hundred Fifty-Three Dollars and Sixty Four Cents

FOR: Member Distribution Redemption

THE ICAP BOARD OF DIRECTORS

Not Negotiable

Voucher must be applied with current year anniversary invoice



Quote Summary

Story County

Anniversary Date: 07/01/2018

Coverage	Contribution	Limit of Coverage	Deductible	Retroactive Date	Coverage Effective
General Liability	\$39,943.67	\$2,000,000	\$10,000	07/01/2018	07/01/2018
Automobile Liability	\$18,385.51	\$2,000,000	\$0	07/01/2018	07/01/2018
Law Enforcement Liability	\$52,274.96	\$2,000,000	\$10,000	07/01/2018	07/01/2018
Public Officials Wrongful Acts	\$21,008.01	\$2,000,000	\$10,000	07/01/2018	07/01/2018
Excess Liability	\$40,416.52	\$13,000,000			07/01/2018
Property	\$115,643.44	\$64,357,897	See Schedule		07/01/2018
Equipment Breakdown	Included	Included	Included		Included
Crime	\$0.00	\$5,000	\$500		07/01/2018
TOTAL CONTRIBUTION	\$287,672.11				
Agency Fee	\$16,835.80				
CRMS	\$2,793.42				
FINAL CONTRIBUTION	\$307,301.33				

This quotation expires on the Proposed Effective Date.



Member Proxy

Be it known, that the undersigned representative of the Governmental Sub-Division (hereafter referred to as MEMBER) by resolution of the governing body, a copy of which is attached hereto, hereby nominates and appoints the following individual and alternate to represent the MEMBER with the Iowa Communities Assurance Pool (hereinafter referred to as the POOL). The individual and alternate shall act as liaison between MEMBER and the POOL for the purposes of relating risk reduction and loss control information, and any other loss information or instructions concerning the obligations of the MEMBER imposed by signing the Iowa Risk Management Agreement and the rules and regulations established thereunder, to the same extent and with like effect as the undersigned thereunder, to the same extent as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Primary Contact:	<u>Rick Sanders</u>	Alternate Contact:	<u>Martin Chitty</u>
Title:	<u>Board Chair</u>	Title:	<u>Vice Chair</u>
Address:	<u>900 6th Street</u>	Address:	<u>900 6th Street</u>
Address:	<u></u>	Address:	<u></u>
City, State, Zip:	<u>Nevada, IA 50201-0530</u>	City, State, Zip:	<u>Nevada, IA 50201-0530</u>
Email:	<u>rsanders@storycountyiowa.gov</u>	Email:	<u>MChitty@storycountyiowa.gov</u>
Telephone:	<u>5153827200</u>	Telephone:	<u>5153827200</u>

In witness whereof, this proxy was executed on the _____ day of _____, in the year _____, by the undersigned duly authorized officers of the Governmental Subdivision indicated below:.

Governmental Subdivision: Story County

Member ICAP #: 432

By:
Title: Chair Bob
By: _____

(City Clerk/County Auditor/Board Secretary)



Information Technology Services Agreement - Statement of Work

THIS STATEMENT OF WORK is made between "Solutions", Inc. (Solutions), and Story County according to the terms and conditions of the most recent signed Information Technology Services Agreement on file with Solutions dated 07/01/12 (the Agreement).

1. TERM

1.1 Service Commencement Date

The Services in this Statement of Work will commence 07/01/2018 as agreed by both Parties

1.2 Duration of Services

The term of this engagement shall be one year, after which time it will become a month to month engagement which can be cancelled with 30 days' notice.

2. SCOPE OF SERVICES

2.1 Overview

"Solutions" will supply the following Services listed here and attached hereto:

2.1.1. Hourly Services with the following rate schedule – All rates shown are current rates and are subject to change with a thirty (30) day notice

Application Support or Training – Current rate is \$115 per hour for Primary Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

Computer Programming, IBM i technical services, Image Services and Database Consulting – Current rate is \$145 for Primary Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

Four Levels for Technical Support Services - Rates Shown are Primary Shift - 2 hour minimum may apply for certain Projects

Level I -	\$87.00 per hour - 15 minute minimum (example password reset) <u>Available only with Silver or Gold Managed Services</u>
Level II -	\$115.00 per hour - 15 minute minimum (example network printer problem)
Level III -	\$145.00 per hour - 15 minute minimum (example server problem)
Level IV -	\$175.00 per hour to \$275 per hour 15 minute minimum - Rate is based on service personnel involved or if preapproved subcontractors are involved.

Service orders – May be required for Computer Programming, Consulting, Image Services and Training. It is the customer's responsibility that if they contact Solutions for Assistance on any of the Services listed under this rate schedule they should expect to be invoiced for Services provided at Solutions current rates. A sample of this service order is available from Solutions.

Travel and Expenses - the Customer will be provided flat fees for travel based on location, the number of personnel traveling and the number of other customers being invoiced in the same week of travel (up to two). The flat fee is based on current federal rate for mileage and average round trip time to and from the customer's site. Current rate is \$68.00 an hour per person and is subject to change. The Customer in addition to the travel charge will be invoiced out of pocket expenses for meals and hotels.

Discounted Travel Rate: Requires a Managed Services Agreement in Silver or Gold with Locked in travel rate. Those visits scheduled by Solutions personnel will be a per technician charge, of: \$250 per day to cover travel, motel and meals. Advanced scheduling is required to ensure that there are enough technical personnel available. Solutions reserves the right to change this rate upon 30 days notice to the customer. Should the rate in the previous paragraph Travel and Expenses be less than this discounted rate, the lower rate shall be used.

2.2. "Solutions" General Service Level Agreement

General Service Levels are defined as the general levels of support that are applicable to every "Solutions" service. Customer unique requirements (additions or changes) are documented in an SLA Addendum and take precedence over General Service Levels.

General Service Levels are described below:

2.2.1. Service Support

2.2.1.1. Business Hours

Primary Shift – Monday through Friday – 8:00AM to 5:00PM. Off Shift 5:01PM to 7:59 PM Monday through Friday. Double Time Shift - 8:00PM to 7:59AM, weekends (Saturday and Sunday) and Holidays.

Off shift is invoiced at 1.5 times the Prime shift rate with 2 hour minimum. Double time is invoiced at 2.0 times the Prime Shift rate with a two hour minimum.

Technical Support for Networking Hardware and Software based questions. For Silver and Gold Managed Services, the "Solutions" Technical Support Help Desk is on call Twenty-four hours a day, seven days a week (except for listed holidays) for Level I & Level II support for Authorized Users. Level I and Level II does not include IBM i (AS400) questions nor Solutions Application Software Questions. For all Customers, Level II, III and Level IV Support is available Monday through Friday from 8:00 AM to 5:00 PM (prime shift). Advanced Scheduling of Offshift and Double time Level II, III and Level IV support may require a service order or written request. This can be in the form of a document, fax, or email.

Application Support is covered by a Licensed Code Support Agreement. Please contact Solutions during Primary shift. Rates specified under 2.1.1

IBM i/ Technical and Software Support are covered either hourly (Level III) with a 2 hour minimum per incident or under the IBM i - Server Management Agreement Attached herein. See priorities below and IBM i Statement of Work for SLA.

Approved Users/Covered Offices: Are employees that the Customer has approved to call for support during Primary Shift (normal rates apply) to the standard office number (712) 262-4520. It is important that an employee has permission to call and contract for services, because an invoice will be generated. It is assumed that all employees of the Customer are Approved Users unless restricted by Policy or by individual (exception basis). Calls will be prioritized by Managed Services Gold, IBM i Services and Silver Managed Service in that order as a priority (Bronze will be dispatched, to Customer technical personnel).

Authorized Users: Are Silver or Gold Managed Services users that are empowered by the customer to request billable support at offshift and double time rates. With a Silver or Gold Managed Services Agreement, authorized users may call Solutions regarding Level I and II service requests twenty-four hours a day, seven days a week. The user will be provided a 1-855 phone number for after hours support. The customer is required to provide an accurate list of current employees that are authorized (inclusion basis).

Requests from non-Approved and non-Authorized Users and non-IBM i covered Service requests: All other service requests will require an email, portal or telephone message request made to the Solutions technical Dispatch desk. All other calls will be logged and every attempt will be made to return the call as soon as possible. General Service Levels will not apply.

2.2.1.2. Non-Business Hours: Off Shift & Double Time Shift

Off Shift & Double Time Shift unless covered above will be invoiced as stated 2.2.1.1. above.

2.2.1.3. Holiday Schedule

Holidays are considered non-business hours (Double Time Shift)

2.2.1.4. How to Get Help (Contact Support)

For Solutions Application Support, System I / iSeries or Custom Programming call (712) 262-4520

For Managed Services Clients - Call the 1-800 Support Number provided, call (712) 262-4520 or use the Customer Portal

For all other service and support inquiries submit a request to "Solutions' Help Desk - Solutions Customer Portal or Call and ask for dispatch.

For the Customer Portal you will need a username and password to login to the system. If you do not have an account, you may submit your request by requesting your IT staff or Office Technical Contact to submit it on your behalf or call 712-262-4520 and request Dispatch for Technical Support.

2.2.2. Duties and Responsibilities Overview

"Solutions" Responsibilities

Managed Services Customers - "Solutions" is your first line of defense when a user has a problem with a computer (desktop, laptop, or server), IBM i (where applicable), web access, email, Wide Area Network (WAN) or telecommunications. You can expect the following from us:

- We will acknowledge your issue within 1 hour to 8 business hours, depending on priority of the issue.
- We will take ownership of the issue.
- We will listen to you.
- We will resolve issues in a timely manner.
- We will ask for your feedback (customer surveys).

Customer Responsibilities:

We want customers to partner with us to find an agreeable resolution to any situation. Maintaining a positive connection by sharing information, demonstrating the ability to listen and remaining accountable are critical aspects for both "Solutions" and our customers. We ask the following from our customers:

- Report technology issues in a timely fashion.
- Document as much detail into the symptoms of the issue as possible.
- Request and schedule special services well in advance in writing, when requested. For example installation of new equipment or creation of new user accounts.
- Acquire proper/recommended training for users. User support is not to be a substitute for training.
- Customer will pay all charges for equipment and/or services rendered unless otherwise covered by one of the Solutions Service Plans

2.2.3. Incidents, Problems and Service Requests

Ticket Creation

- The "Solutions" IT Specialists will be expected to create tickets that come in over the phone. Customers with access to the Help Desk portal application via user name and password will also be expected to create tickets. Once the ticket is created it will be auto assigned based on pre-defined criteria or you can assign it to the appropriate group.
- Upon creation of a ticket, the customer will automatically receive an email confirmation with the ticket or reference number. This confirmation denotes that the Incident or Service Request has been logged at the "Solutions" Help Desk, and that it has been dispatched to a team/IT Specialist. The customer is responsible for ensuring that their email address is provided to the "Solutions" Help Desk for update and resolution notification purposes.

Ticket Prioritization and Service Plans

The "Solutions" Dispatch Desk assigns a priority to every incident or service request that is initiated. A prioritization model is used to ensure a consistent

Solutions Service Plans

The Customer is required to have implemented the appropriate service plan to qualify for Critical, Urgent, High, and Medium Priorities. Customers without the appropriate Service Plan will only qualify for Low Priority.

- Application Support is covered by the *Licensed Code Support Agreement* and is included here for Priority Reference only.
- IBM i Server Management for qualified problems involving this environment. *Requires: IBM i Statement of Work*
- Managed Services - Network. *Requires: Managed Services Statement of Work*
- Customers without a service plan will be dealt with as time permits regardless of the problem.

Priorities

“Solutions” will respond to problems according to the following Priorities for the above listed Service Plans:

- **Critical/Emergency** – Response time is 1 business hour. Used when many people are affected by this incident.
- **Urgent** – Response time is 2 business hours. Used only for tickets coming from Customer with Platinum Managed Services with Guaranteed Response Times.
- **High** – Response time is 4 hours. Used when 1 or more customer users are experiencing a problem that needs fairly quick attention.
- **Medium** – Response time is 8 business hours. Used when 1 or more customers are experiencing a problem that has a work around or does not need to be solved in 4 or less hours.
- **Low** – Response Time is 16 business hours. Used when 1 or more customers are experiencing a problem that is not effecting their work, but they would like it fixed.
- **Scheduled** – Response Time is 72 business hours. Research and/or waiting for Customer to respond to a request or testing. (Usually Involving installation)

Problem Severity	Response Time	Acknowledgement Time
Critical/Emergency	1 business hour	30 Minutes
Urgent	2 business hours	1 business hour
High	4 business hours	2 business hours
Medium	8 business hours	4 business hours
Low	16 business hours	8 business hours
Scheduled	72 business hours	NA

Acknowledgement time is defined as the time allotted for an IT Specialist to acknowledge receipt of the reported incident. This metric is measured monthly and the internal SLA is that 99.50% of the tickets will be acknowledged within the time defined.

Response time is defined as the base time allotted to begin the troubleshooting or implementation effort. If the customer requires a specific date or time for the effort to commence, it must be defined within the ticket information.

2.2.4. Ticket Resolution (Closing a Ticket)

Documenting a complete resolution, once it is found, within the ticket is required. This will help others who run into the same problem. This can also be used to do some cross training. The “Solutions” goal for Closing Tickets is 90% of Help Desk tickets will be closed within 10 Business Days. (Most normal, routine incidents/requests where processes exist are actually completed in less than a week, however some incidents may require a work around for a short term until fully resolved (which may take longer than 10 days). The general expectation is that 90% of problems or incidents will be resolved within 10 days or less, with some exceptions.

2.3. Customer Communication

As previously stated, “Solutions” will update customers as incidents are being worked and upon incident resolution. But sometimes through Utility failures, Hardware failures, Telephone failures, or Internet failures outside of Solutions control, Solutions will have a hard time contacting the Customer or receiving Customer calls. When this does happen Solutions will contact the Customer using the following methods if applicable:

- A message on the “Solutions” Help Desk phone so that you know there is an outage and it is being worked on.
- A General service order will be created followed by an email to the “Solutions”-Customer distribution lists. The email will advise Information Technology contacts of the disruption and will advise that people link to the Customer Portal for ongoing updates and information.
- Notification on the “Solutions” Homepage or Social Network Site Talk.Solutions
- If the outage affects all other forms of communication, “Solutions” will send a voice mail “blast” to the Information Technology contacts at other customers and departments to notify customers of the disruption.

2.4 Customer Escalation

The “Solutions” Help Desk is the single point of contact for initiating all Incidents and Service Requests, including any requests for ticket escalation. Please contact the “Solutions” Help Desk at 712-262-4520 or submit a ticket on the Customer Portal.

2.5. Billable or Pre-Paid Hours service order Process

All service orders (i.e. additional services, etc.) whether originated by “Solutions” or the customer, must be documented for approval. The process starts with a request submitted via the “Solutions” Help Desk or Customer Portal.

"Solutions" initiated service orders will not be executed without first notifying the customer, and when appropriate, getting customer approval. In the case of an emergency, the customer will be contacted as quickly as feasible and informed of the work performed.

Customer agrees to provide personnel for testing and validation of their equipment functionality after installation, upgrades, and other significant system updates.

2.6 Dispute Resolution

As per the "SOLUTIONS" INFORMATION TECHNOLOGY SERVICES AGREEMENT, of which this is a part, dispute resolution will be dealt with as per section 16.8. Dispute Resolution & Binding Arbitration.

2.7. Solutions SERVICE PLANS included with this Statement of Work

No IBM i Server Management Contracted - Level II & IV rates - 2 hour minimum per instance - See SLA

Technical Services, may be, Contracted as Break/Fix - Level II,III,IV rates - See SLA terms and conditions as to priority and response

Standard Travel Rates Apply. Statement of Work is for Hourly Services only as needed. Round Trip Travel for the first technician is \$640 second, \$1,100 and third \$1,330, plus expenses.

3. INVOICING

All invoicing will occur monthly in advance of services being provided, and all fees shall be due Net 30. Any additional services not identified in a Statement of Work (SOW) that are requested by Customer at any time during the term of the SOW will be billed by "Solutions" at "Solutions" then current rates, and Customer agrees to pay for said services under the terms and conditions of the Statement of Work and the Services Agreement.

SIGNATURES

IN WITNESS WHEREOF the parties have executed this Statement of Work as of the day and year first set forth above.

Accepted by Customer: Story County

signature Rick Sanders

Name Chair BOS

Title 6-12-18

Date 2018

Accepted by Solutions, Inc.

signature Alaire Nielsen

Name Chief Financial Officer

Title

Date 2018



SOLUTIONS

"Solutions", Inc.
2311 West 18th Street, Spencer Iowa 51301
712-262-4520

Licensed Code Support Agreement

This Support Agreement ("**this Agreement**") is made and entered into this **1st** day of **July, 2018** by and between "**Solutions**", Inc. (hereinafter "**Vendor**"), a (Software Developer and Licensor) with principal offices at **2311 West 18th Street Spencer Iowa 51301-0857**, and **Story County** hereinafter "**Customer**"), a (Local Government and its Offices) with principal offices at: **900 6th St, Nevada, IA 50201-2087**

WHEREAS, Vendor is in the business of developing computer programs, certain of which computer programs have already been Licensed by the Customer; and,

WHEREAS, the Customer desires to retain the services of Vendor to maintain and service the computer programs licensed by the Customer from Vendor, such maintenance and service of the Vendor's computer programs to be accomplished by Vendor pursuant to the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, Vendor and the Customer hereby agree as follows:

Section 1 - Definitions

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

1.1 "**Licensed Program**" The computer software described in Exhibit A hereto, including any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent Releases) to the extent offered to Customer under this Agreement or the License Agreement.

1.2 "**Custom Program**" Any program that has been requested by the Customer to be written or installed in addition to the Customer's Licensed Program described in Exhibit A hereto.

1.3 "**Non Maintained Program**" Any program no longer maintained and updated to Vendor's current Release by the Customer. This can also be any program no longer offered for License by Vendor.

1.4 "**Installation**" The preparation and the loading of new or revised Licensed Programs onto the Customer's existing hardware. Installation is not limited to on-site loading, but also includes Licensed Programs sent or delivered to the Customer by Vendor.

1.5 "**Error**" Any failure of the Licensed Program to conform in all material respects to the functional specifications for the Licensed Program. However, any nonconformity resulting from Customer's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supplied by Vendor, or not authorized to be so combined or merged by Vendor, shall not be considered an Error.

1.6 "**Error Correction**" Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity.

1.7 "**Enhancement**" Any modification or addition that, when made or added to the Licensed Program, materially changes it's utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Vendor as minor or major, depending on Vendor's assessment of their value and of the function added to the preexisting Licensed Program.



1.8 "Normal Working Hours" The hours between 8:00 A.M and 5:00 P.M. Central Standard Time, on the days Monday through Friday, excluding regularly scheduled holidays of Vendor.

1.9 "Releases" New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.

1.10 "Major Enhancement" Shall be further defined as: Any modification or addition that, when made or added to the Licensed Program, materially changes the Programs file structure and may require Program modifications to any of the Customer's Custom Programming.

1.11. "User Requested Major Enhancements" An enhancement of a Licensed Program requested by a 75% minimum majority of users of that Licensed Program.

1.12 "Federal or State Mandated Enhancement" An enhancement mandated by a change or definition of Federal or State code.

1.13 "Minor Enhancement" An enhancement of a Licensed Program that materially changes its utility, efficiency, functional capability, or application, that Vendor feels will improve the Customer's usage.

1.14 "Trade Secrets" Any information, process, or idea developed by Vendor which Vendor considers confidential. Examples of trade secrets include, but are not limited to:

1.14.1 Licensed Program reports, source code, object code, and documentation developed by Vendor.

1.14.2 All information relating to Vendor Licensed Programs now existing or currently under development by Vendor.

1.15 "Training" The instruction of the Customer and/or the Customer's employees in the use of Vendor Programs.

1.16 "Agreement Term." A period of up to one year, commencing on the entered date of this agreement, and ending on the final day of the Customer's current fiscal year.

1.1.17. "Customer support" is a range of customer services to assist customers in making cost effective and correct use of a product. It includes assistance in planning, installation, training, trouble shooting, maintenance, upgrading, and disposal of a product

1.1.18. "Technical Support" Regarding technology products such as mobile phones, televisions, computers, software products or other electronic or mechanical goods, it is termed technical support.

Section 2 - Scope of Services

2.1 During the Agreement Term, Vendor shall render the following services in support of the Licensed Program, during Normal Working Hours, subject to the compensation fixed for each type of service in Vendor's rate schedule set forth in 3.2. Rate Schedule hereto:

2.1.1 Vendor shall maintain a program control center capable of receiving by telephone or network transmission, operator reports of system irregularities.

2.1.2 Vendor shall maintain a telephone hot line that allows Customer to report system problems and seek assistance in use of the Licensed Program.

2.1.3 Vendor shall maintain a trained staff capable of rendering the services set forth in this Agreement.

2.1.4 Vendor shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Vendor in Accordance with Vendor's standard reporting procedures. Vendor shall, within 36 working hours of verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Vendor shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Vendor shall include the Error Correction in all subsequent Releases of the Licensed Program. Vendor shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that Vendor shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 7 days.

2.1.5 Vendor may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, Minor Enhancements, and, in certain instances if Vendor so elects, Major Enhancements. Vendor shall provide Customer with one copy of each



new Release. Vendor shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.6 Vendor may, from time to time, offer Major Enhancements to its customers that may be covered under an Annual Maintenance Fee set forth in Exhibit A hereto. Those Major Enhancements not covered under an Annual Maintenance Fee shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.7 Subject to space availability, Customer may enroll its employees in Vendor's training classes, held at Vendor's facility in Spencer Iowa, for regular or advanced training subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.8 Vendor shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by Support Vendor and Customer.

2.2 During the Agreement term Customer shall be responsible for the following:

2.2.1 The Customer agrees to provide Vendor with dumps, as requested and with sufficient support and test time on the Customer's computer system to duplicate the error, certify that the problem is with Vendor's Programs, and certify that the problem has been corrected.

2.2.2 The Customer shall inform Vendor in writing of any modifications made by the Customer to the Licensed Program. Vendor shall not be responsible for maintaining Customer modified portions of the Licensed Program or for maintaining portions of the Licensed Program affected by Customer modified portions of the Licensed Program. Vendor shall not be responsible for maintaining Custom Program modified portions of the Licensed Program or for maintaining portions of the Licensed Program affected by Custom Program modified portions of the Licensed Program. Corrections for difficulties or defects traceable to the Customer's errors or systems changes shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.2.3. The Vendor shall make available to the Customer and publish on a quarterly basis, the operating system requirements needed to maintain and operate the Licensed Program. The Customer agrees to meet or exceed those requirements on the Computer system that the Licensed Program is licensed for within 90 days of the published date.

Section 3 - Fees and Charges

3.1 Customer shall pay Vendor an Annual Fee covering those Licenses as Specified in Exhibit A. Any additional services provided to the Customer shall incur charges as specified on the rate schedule set forth in 3.2. Rate Schedule hereto. Vendor reserves the right to change its rate schedule from time to time, provided that no such change will be effective until at least 30 days after Vendor has given Customer written notice of such change. Such written notice may be in the form of a statement in Vendor's regularly issued newsletter, website or social media.

3.2. Rate Schedule – All rates shown are current rates and are subject to change with a thirty (30) day notice.

3.2.1 Primary Shift – Monday through Friday – 8:00AM to 5:00PM. Off Shift 5:01PM to 7:59 PM Monday through Friday. Double time shift - 8:00PM to 7:59AM and weekends (Saturday and Sunday).

3.2.2. Application Support or Training – Current rate is one hundred fifteen dollars per hour (\$115.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

3.2.3 Computer Programming and Customer Support – Current rate is one hundred forty-five dollars per hour (\$145.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

3.2.4. IBM i Technical Support – Current rate starts at one hundred forty-five dollars per hour (\$145.00) to two hundred fifty dollars (\$250) an hour for Primary Shift with two hour minimum



unless otherwise described in Exhibit A or covered under a Services Agreement. Rate is based on service personnel involved or if preapproved subcontractors are involved.

3.2.5. Off shift is invoiced at 1.5 times the Prime shift rate with 2 hour minimum. Double time is invoiced at 2.0 times the Prime Shift rate with a two hour minimum.

3.2.6. Service orders – Articles 3.2.1., 3.2.2., 3.2.3.3.2.4., and 3.2.5. will require a service order or approval for over time, to be filled out by the Customer on work to be performed by Vendor on behalf of the Customer. Exceptions to this requirement will be Customer errors requiring immediate programming to be performed through communications due to time sensitive requirements. A sample of this Service order is available from the Vendor.

3.2.7. Travel and Expenses - the Customer will be provided flat fees for travel based on location, the number of personnel traveling and the number of other customers being invoiced in the same week of travel (up to two). The flat fee is based on current federal rate for mileage and average round trip time to and from the customer's site. Current rate is \$68.00 an hour and is subject to change. The Customer in addition to the travel charge will be invoiced for motel and meal expenses.

3.3 Reimbursement of Expenses. In addition to the foregoing, Customer shall pay Vendor its actual out-of-pocket expenses as reasonably incurred by Vendor in furtherance of its performance hereunder. Vendor agrees to provide Customer with access to such receipts, ledgers, and other records as may be reasonably appropriate for Customer or its accountants to verify the amount and nature of any such expenses. Expenses shall be reimbursed within ten (10) days after receipt of Vendor's invoice.

3.4. Invoices. Vendor shall invoice Customer each calendar month for all fees and charges accrued, and all reimbursable expenses incurred during the previous month(s), and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the highest rate allowed by applicable law.

3.5. Responsibilities. Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, hardware (other than the hardware constituting the program control center maintained at Vendor's facilities) and Software necessary to operate the Licensed Software and to obtain from Vendor the services called for by this Agreement.

Section 4 - Proprietary Rights

4.1 To the extent that Vendor may provide Customer with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works, or Custom Program, prepared by Vendor (collectively, "Vendor Programs"), Customer may (1) install one set of the Vendor Programs, in the most current form provided by Vendor, in Customer's own facility; (2) use such Vendor Programs in a manner consistent with the requirements of the License Agreement, for purposes of serving Customer's internal business needs; and (3) make one copy of the Vendor Programs in machine-readable form for nonproductive backup purposes only. Customer may not use, copy, or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Vendor. Notwithstanding Section 6 hereof, Customer's rights under this Section 4.1 shall remain in effect for so long as Customer is authorized to use the Licensed Programs under the License Agreement.

4.2 The Vendor Programs are and shall remain the sole property of Vendor, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Vendor for the use of the work product. Customer shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment that Vendor may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Customer shall not assert any right, title, or interest in such works, except for the nonexclusive right of use granted to Customer at the time of its delivery or on-site development.

4.3 The Customer acknowledges and agrees that the Vendor Programs, Error Enhancements, Major Enhancements, Minor Enhancements, State Mandated Enhancements, and Custom Programs (hereinafter referred to as "Programs") are Trade Secrets and proprietary products of Vendor, and as such are protected by Trade Secret laws. The Programs are licensed (not sold) on a nonexclusive basis for use by the Customer on a single computer system. The Programs shall not be copied or reproduced, in whole or in part, in any form whatsoever, except for use by the Customer as a back-up and/or for archival purposes on a single computer



system. The Customer will not, without the prior written consent of Vendor, transfer the Programs electronically from one computer to another over a network. The Programs shall not, under any circumstances, be used by the Customer concurrently on more than one computer system without the prior written consent of Vendor.

4.4 The Customer agrees to maintain full and complete records of the number and location of all Program copies used for back-up and/or archiving purposes, and to furnish these records to Vendor on request.

4.5 The Customer agrees that Vendor's license of the Program to the Customer is not assignable by the Customer, without the prior written consent of Vendor. The Customer shall not provide, or otherwise make available, the Program, in any form, to any person or entity, other than duly authorized employees of the Customer while acting within the scope of their employment for the Customer.

Section 5 - Disclaimer of Warranty and Limitation of Liability

5.1 Except as expressly set forth in this Agreement, Vendor expressly disclaims any and all warranties concerning the Licensed Program or the Services to be rendered hereunder, whether express or implied, including (without limitation) any warranty of merchantability or fitness for a particular purpose.

5.2 In no event shall Vendor's cumulative liability for any claim arising in connection with this Agreement exceed the total fees and charges paid to Vendor by Customer within the last 12 months. In no event shall Vendor be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vendor knew or should have known of the possibility of such damages.

5.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than 2 years after such cause of action accrued, except that an action for nonpayment may be brought within two years of the date of the last payment.

Section 6 - Termination

6.1 This Agreement may be terminated as follows:

6.1.1 This Agreement shall immediately terminate upon the termination of the License Agreement;

6.1.2 This Agreement may be terminated by either party upon the expiration of the then-current term of this Agreement, provided that at least 30 days prior written notice is given to the other party; or

6.1.3 This Agreement may be terminated by either party upon 30 days prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

6.2. Following termination of this Agreement, Vendor shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Customer may continue to use any work supplied to Customer by Vendor for the remaining term of the License Agreement. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the highest rate allowed by applicable law.

Section 7 - Hiring of Vendor's Personnel

7.1 Additional Value from Hiring. Customer acknowledges that Vendor provides a valuable service by identifying and assigning personnel for Customer's work. Customer further acknowledges that Customer would receive substantial additional value, and Vendor would be deprived of the benefits of its work force, if Customer were to directly hire Vendor's personnel after they have been introduced to Customer by Vendor.

7.2 No Hiring Without Prior Consent. Without the prior written consent of Vendor, Customer shall not recruit or hire any personnel of Vendor who are or have been assigned to perform work until one (1) year after the completion of the last work performed on behalf of the Customer.

7.3 Hiring Fee. In the event that Customer hires any personnel of Vendor who are or have been assigned to perform work for Customer, Customer shall pay Vendor, within one (1) year of the date of such hiring, an amount equal to twenty-five percent (25%) of the total first-year compensation Customer pays such personnel as a fee for the additional benefit obtained by Customer.

Section 8 - Miscellaneous

8.1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings,



and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

8.2 This Agreement and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Iowa.

8.3 In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.

8.4 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties.

8.5 The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right may that such party hold under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

(Customer) Story County

By: Rick Sanders
(Please type or print)

Signature: [Handwritten Signature]

Title: Chair BOS

Date: 6-12-18, 2018

Address: 900 6th St

Nevada, IA 50201-2087

Telephone Number _____

(Vendor) "Solutions", Inc.

By: Alaire E. Nielsen
(Please type or print)

Signature: _____

Title: Chief Financial Officer

Date: _____, 2018

Address: P.O. Box 857, 2311 West 18th St,

Spencer, Iowa 51301-0857

Telephone Number (712) 262-4520

Attachments -

Exhibit A



Solutions Support Agreement - Exhibit A for Story County

SUPPORT FEES: A support fee of : \$25,200.00 shall be paid by the Customer to cover the the following licensed programs as indicated: The Agreement starts on 07/01/18 and ends on 06/30/19.

Group C.		Fee
	<u>Assessor Administration Applications</u>	
___	Base Real Estate / Grain / Partial Exemption / M & E	_____
___	Sales Ratio Integration into base Real Estate	_____
___	Vanguard Integrated Work Module	_____
___	Schneider/Sidwell Transfer of CSR, Val. Acres	_____

	<u>Auditor</u>	
___	Base Real Estate / Grain / Utility Tax / TIF support	_____
___	Transfer Book and Reports	_____
<u>1</u>	Government General Ledger/Accounts Payable/Budgets and Accrual Reporting	\$6,800.00
<u>1</u>	Government Payroll System	\$6,000.00
___	Fixed Assets - Basic Inventory	_____
<u>1</u>	Drainage Accounting - Subsystem	\$1,000.00
___	Drainage Real Estate - Subsystem	_____
		\$13,800.00

	<u>Engineer</u>	
<u>1</u>	D.O.T. Accounting & Payroll System w/ interface to Auditor	\$4,800.00
<u>1</u>	Equipment Costs & Records	\$1,400.00
<u>1</u>	Parts & Materials Inventory	\$1,400.00
		\$7,600.00

	<u>Recorder</u>	
___	Instrument Indexes	_____
___	Accounts Receivable	_____
___	Vital Statistics	_____

	<u>Treasurer</u>	
___	Tax Receipting, Specials, Payments, Apportionment, Daily Cash Out & TaxSale	_____
___	Online Tax Payments - Loading, Receiving & Monitoring- Annual Fee	_____
<u>1</u>	Miscellaneous Receipts / GL / Treasurer's Sub-ledger	\$3,200.00
___	Drainage Tax Receipts-Subsystem	_____
___	Drainage Certificate Ledger-Subsystem	_____
___	Banking & Investments	_____
___	Content Manager (Imaging) for DOT Library	_____
___	Document Locator (Imaging) for DOT Library	_____
		\$3,200.00

	<u>OnDemand and Image Applications (other than Treasurer's DOT Imaging)</u>	
___	MODCA/IOCA/TIFF to PDF - Licensing for Government	_____
___	Scanning Interface for Imaging for Content Manager for 1st User	_____
___	Scanning Interface for Imaging for Content Manager for additional Users	_____
<u>1</u>	OnDemand Printer Output to Storage Definitions	\$600.00
___	Scanning Interface for Imaging for Document Locator for 1st User	_____
___	Scanning Interface for Imaging for Document Locator for additional Users	_____
		\$600.00



CIVICPLUS

HELPING COMMUNITIES ENGAGE & INTERACT

Remit to:
302 S 4th St. Suite 500
Manhattan, KS 66502
P 888-228-2233 ext 291
F 785-587-8951

Invoice

Bill To
Paula Habermann
STORY COUNTY
900 6TH ST
NEVADA IA 50201

Invoice # 172973
Date 7/1/2018
Terms Net 30
Due Date 7/31/2018
PO #
Contract Start Date 7/1/2018
Contract End Date 6/30/2019
Shipping Code (2)

Qty	Description	Rate	Amount	Start Date	End Date
1	Annual Fee for Hosting and Support	6,857.46	6,857.46	7/1/2018	6/30/2019
1	Annual Fee for Website Media Center Storage.	1,215.52	1,215.52	7/1/2018	6/30/2019
1	Redesign Recurring Annual Increase.	2,300.00	2,300.00	7/1/2018	6/30/2019

Total 10,372.98
Amount Due \$10,372.98

~~APPROVED~~ **DENIED**

Board Member Initials: AS

Meeting Date: 4-12-18

Follow-up action: _____

Did you know? We now accept ACH payments.
If you are interested, please email accounting@civicplus.com or call (785) 370-7830.

A Finance Charge of 1.5% Per Month Will Be Added To Past Due Accounts.

PAYMENT POLICY: Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).

Board of Supervisors 900 6th Street Nevada, IA 50201
Agreement for Insurance Between
Story County, Iowa and Story County Extension District

This Joint and Cooperative Agreement (hereinafter referred to as the "Agreement") is entered into pursuant to the authority of the *Code of Iowa*, Chapter 28E on this 1st day of July, 2018 by and between Story County, Iowa and the Story County Extension District. All entities shall be referred to hereinafter as the "Parties".

The purpose of this agreement is to specify the obligations of each Party with respect to their responsibility in connection with provision of health, dental, life, short term disability and long term disability insurance; and

WHEREAS, the Parties deem establishment of the Agreement, to be of mutual advantage; an

WHEREAS, it is mutually desired to enter into this Agreement pursuant to *Code of Iowa* Chapter 28E for the purpose of establishing an Agreement to carry out insurance coverage of certain county extension employees that work for Story County Extension District.

NOW THEREFORE, it is agreed by and between the parties as follows:

SECTION 1. NO SEPARATE ENTITY CREATED.

It is the intention of this Agreement that there be no new or additional legal or administrative entity created by this Agreement, nor that the inherent governmental powers of any Party be affected in any way beyond the terms of this Agreement.

SECTION 2. TERM AND TERMINATION.

- 3.1 This agreement shall be effective on the 1st day of July, 2018 and shall continue until terminated as provided herein.
- 3.2 Any party may terminate this agreement at any time without cause with ninety (90) days written notice to the other parties.
- 3.3 Story County, Iowa reserves the right to terminate the agreement for cause if Story County, Iowa is not notified of new hires eligible for insurance within 48 hours of the new employee's acceptance of the offer of employment from Story County Extension District.

SECTION 3. RESPONSIBILITIES OF PARTIES.

Story County, Iowa agrees to offer health and dental insurance to eligible employees that are county extension employees. Story County Extension District agrees to notify Story County, Iowa of any new employees that are eligible for coverage within 48 hours of the acceptance of an offer of employment from Story County Extension District. Failure to notify Story County, Iowa as specified will result in no insurance coverage for the employee and is grounds to dissolve the 28E agreement.

SECTION 4. SEVERABILITY/INVALIDITY.

If any term, provision or condition of this Agreement shall be determined to be invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the Parties to this Agreement or substantially frustrate the attainment of the purposes of this Agreement.

SECTION 5. GOVERNING LAW.

This Agreement shall be governed by and interpreted under the laws of the State of Iowa.

SECTION 6. AMENDMENTS.

- 7.1 This Agreement may be amended at any time by an affirmative vote of the majority of the members of the Parties. Any Party desiring an amendment to this Agreement shall notify the other Parties of its desire, and the reasons for the request.
- 7.2 Such a request shall be in writing to the other Parties, and shall be considered by the other Parties without unreasonable delay and within no more than ninety (90) days of receipt.

SECTION 7. EFFECTIVE DATE.

This Agreement shall take effect upon execution by the Parties as required by law, and filing with the Secretary of State in an electronic format.

SECTION 8. RECORDATION.

This Agreement shall be recorded pursuant to the requirements of *Code of Iowa*, Chapter 28E.

SECTION 9. ENTIRE AGREEMENT.

This Agreement and attachments hereto constitute the entire Agreement among the Parties and supersedes or replaces any prior agreements among the Parties relating to its subject matter.

SECTION 10. HEADINGS AND CAPTIONS.

The paragraph headings and captions set forth in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

SECTION 11. SIGNATURE PAGES.

The Parties agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the agreement with executed signature pages shall be sent to each Party.

Dated this _____ day of _____, 2018

STORY COUNTY, IOWA

BY:



BOARD OF SUPERVISORS

Dated this 7 day of June, 2018.

STORY COUNTY EXTENSION DISTRICT

BY: Doug Sampson
Authorized Story County Extension District Signator

Resolution #18-115

BE IT RESOLVED that the salaries for Story County employees for fiscal year 2019 (for the pay period beginning June 24, 2018 and payable on July 13, 2018) shall be as follows:

The following rates are bi-weekly:

Andersen	Micah	\$3,120.88	Jennett	Margaret	\$1,613.60
Anderson	Ethan	\$3,481.35	Johnson	Jaime	\$2,096.80
Asmussen	John	\$3,753.14	Johnson	Bret	\$3,113.21
Auld	Riley	\$1,613.60	Johnson-Miers	Shawna	\$3,001.15
Backous	Gary	\$3,750.74	Kennedy	Michael	\$2,312.80
Bartos	Matthew	\$2,290.40	Kenworthy	Adam	\$3,001.15
Bauer	Russell	\$2,246.40	Kester	Aaron	\$2,589.60
Beste	Kyle	\$2,520.14	Kunc	Samantha	\$1,789.60
Blau	Clark	\$2,308.80	Lavender	Allan	\$2,259.20
Boeckman	Andrew	\$2,421.60	Lennie	Nicholas	\$3,106.01
Boelkes	Benjamin	\$2,778.24	Lentz	Jordan	\$1,920.00
Briseno	Nicolas	\$2,935.09	Levri	Jerri	\$2,118.40
Brogden	Joby	\$2,746.16	Linkenmeyer	Carson	\$1,789.60
Burkle	Margie	\$1,814.40	Luke	Adam	\$2,006.40
Carlson	Emily	\$1,712.80	Lundvall	Todd	\$2,550.00
Carman	Jordan	\$1,954.40	Markley	Lisa	\$2,843.67
Chance	Jan	\$2,048.80	Massaro	Karime	\$1,870.40
Chinery	Colin	\$2,118.40	Massaro	Matthew	\$2,096.80
Christian	Adam	\$2,528.80	Matchan	Benjamin	\$2,520.96
Combs	Dillon	\$2,530.40	McCaskey	Susan	\$2,797.43
Cunningham	Stephanie	\$1,613.60	McKenna	Dina	\$3,761.14
Davis	Blake	\$1,712.80	McLain	Brett	\$2,455.70
Davis	Cory	\$2,762.24	McLatchie	Noelle	\$2,346.49
Denekas	Nancy	\$2,096.80	Memmer	Stephanie	\$2,120.80
Eickholt	Jonathan	\$2,474.38	Meredith	Tiffany	\$3,841.46
Ellis	Leanna	\$3,751.54	Moon	Darren	\$4,716.82
Erickson	Julie	\$2,860.08	Moore	Jerry	\$3,038.24
Fletchall	Shean	\$3,481.35	Mosinski	Marylin	\$1,977.60
Geffre	Tracy	\$2,307.20	Muhlenberg	Alex	\$1,789.60
Good	Michelli	\$2,310.40	Naumann	Andrew	\$2,782.07
Grieser	Marcel	\$1,789.60	Navratil	Joel	\$2,584.00
Grimm	Tyler	\$2,761.08	Nicholas	Kimberly	\$1,842.40
Grubbs	Jason	\$2,582.40	Origer	Kathleen	\$1,712.80
Gruis	Nathan	\$2,006.40	Packer	Adam	\$1,954.40
Hamilton	Cody	\$1,920.00	Peck	Michael	\$2,308.00
Hansen	Levi	\$2,778.24	Powers	Logan	\$1,712.80
Harrison	Travis	\$2,259.20	Quinn	Elizabeth	\$3,108.41
Harter	Leanne	\$2,999.08	Rewerts	Erin	\$2,552.49
Hinders	Joan	\$2,124.00	Rhoad	Anthony	\$3,109.21
Hobart	Diane	\$2,310.40	Richardson	Lucas	\$3,961.54
Hochberger	Nicholas	\$3,104.41	Riese-Wignall	Alissa	\$3,455.06
Holscher	Jonathan	\$3,361.31	Rink	Crystal	\$3,481.35
Houston	Joshua	\$2,779.04	Robinson	Kristen	\$3,001.15
Hunter-Montgomery	Marcene	\$2,120.80	Robinson	Jade	\$1,789.60

See	Kristie	\$16.72	Wall	Scott	\$25.40
Shugar	Stacie	\$21.01	Warren	Kevin	\$20.63
Sinclair	Sherry	\$19.13	Webster	Mildred	\$17.00
Smith	Laura	\$18.58	Wilson	Nicole	\$17.39
Sprecher	Nicole	\$22.05	Winchell	Kevin	\$23.26
Springer	Kyle	\$29.98	Worley	Melanie	\$17.82
Stalzer	Monika	\$24.34	Zandt	Emily	\$25.16
Sullivan	Todd	\$24.74	Zimmerman	Jeffrey	\$27.75
Tendall	Brad	\$18.87			
Tjelmeland	Ronald	\$23.26			
Van Sickle	Bre	\$17.87			
Vawter	David	\$32.63			
Veeder	Patricia	\$16.89			
Vickers	Melinda	\$18.07			

The following annual rates are effective July 1, 2018 and payable on July 13, 2018

Baldwin	Ardis	\$68,218.45
Cheek	James	\$68,218.45
Chitty	Martin	\$80,257.00
Fitzgerald	Paul	\$133,514.00
Herridge	Stacie	\$80,257.00
Meals	Timothy	\$118,685.50
Martin	Lucinda	\$80,257.00
McDonald	Lori	\$68,218.45
Norris	Kevin	\$68,218.45
Olson	Lauris	\$80,257.00
Reynolds	Jessica	\$139,630.00
Sanders	Rick	\$80,257.00
Sykes	Rhonda	\$64,205.60
Thomas	Barry	\$113,486.90
Twedt	Renee	\$80,257.00

Moved by: Olson

Seconded by: Chitty

Voting aye: Olson, Chitty, Sanders

Voting nay: None

Absent: None

Adopted this 12th day of June, 2018



Chairperson, Board of Supervisors

ATTEST:



County Auditor

STORY COUNTY UTILITY PERMIT

Date 12/11/18

To the Board of Supervisors, Story County, Iowa:

The Qwest Communication A.C. d/b/a CenturyLink Company, incorporated under the laws of Iowa, authorize to do business within the State of Iowa, with its principal place of business at 210 S 3rd Street Ames, IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of _____ on secondary route 530th Ave, from 260th Street to Collaboration place, a distance of 0.76 miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:

See attached plans

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.

3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.

4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.

5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.

6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.

7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

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

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

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

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

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

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

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

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

Date 5/31/2018

Cesturylink
Name of Company (Applicant - Permittee)

[Signature] 515-322-0135
by Phone no.

Recommended for Approval:

Date 6-1-18

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

Approved:

Date 6-12-18

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

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

IOWA
DEPARTMENT OF TRANSPORTATION
 Highway Division
 PLANS OF PROPOSED IMPROVEMENT ON THE
FARM-TO-MARKET ROAD SYSTEM
STORY COUNTY
PCC PAVEMENT - GRADE AND NEW

Project No. FM-C085(146)--55-85

PCC PAVEMENT - GRADE AND NEW
 Proj. No. FM-C085(146)--55-85
 Letting Date Feb. 20, 2018

INDEX OF SHEETS

No.	Description
A-01	TITLE SHEET
C-01	QUANTITY INFORMATION SHEET
C-02	GENERAL NOTES SHEET
C-03	TYPICAL SECTIONS SHEET
C-04-C-05	TABULAR SECTIONS
C-06-C-07	POLLUTION PREVENTION PLAN SHEET
D-01-D-08	PLAN AND PROFILE SHEETS
R-01	EARTHWORK TABULAR SHEET
V-01-V-02	INTERSECTION DETAILS SHEET
W-01-W-21	CROSS SECTION SHEETS

MILEAGE SUMMARY

Div.	Location	Ln. Ft.	Miles
1	STA -0+75.00 TO STA. 30+50.00	4,025.00	0.782
1	STA. 1028+40.00 TO STA. 1029+54.00	84.00	0.016
	Total	4,109.00	0.778

STANDARD ROAD PLANS

The Standard Road Plans must be supplemented with the project title.

Number	Date	Title
DR-101	04-18-17	PIPE CULVERT (BEDDING AND BACKFILL)
DR-102	04-21-15	PIPE CULVERT (COVER AND COVER)
DR-103	04-21-15	PIPE CULVERT (INSTALLATION DETAILS)
DR-104	04-18-18	DEPTH OF COVER TABLES FOR CONCRETE AND CORRUGATED PIPE
DR-201	04-21-15	CONCRETE APRONS
DR-302	10-20-15	SUBDRAIN STANDARDS (FARM TILE REPLACEMENT)
EC-201	10-17-17	SILT FENCE
EW-101	10-17-17	EMBANKMENT AND REBUILDING EMBANKMENTS
EW-102	10-20-15	ALLOWABLE PLACEMENT OF UNSUITABLE SOIL IN EMBANKMENTS
EW-201	10-20-15	RURAL ENTRANCE
PA-110	04-18-13	LAKE TYPES
PA-120	10-21-14	STOP LINES AND ISLANDS
PA-101	10-17-17	JOINTS
PA-102	10-18-18	PCC
PA-104	04-18-11	RAMP
SW-312	11-15-17	STORM SEWER
SW-404	11-15-17	STORM SEWER
TP-252	10-17-17	TYPICAL

Project Contacts

Story County Project Engineer: Tyler Sparks (515.382.7355)
 tspark@storycountyowa.gov
 Road Contractor: Craig Kalinay - Manetts (319.560.1135) Craig@manetts.com
 Terra Technologies: Jack Nelson (612.251.7627)

Anticipated Construction Start Date: July 2018 (late start date July 23rd)
 (The County is asking all utility work be completed by Mid June)

On 530th Ave.; from 260th St. North 0.7 mi;
 in Sections 21 and 22 of T83N-R24W.

Refer to Proposal Form for a list of applicable specifications.

It shall be the contractor's responsibility to provide work areas of proposed sites for access material (concreted material or broken concrete) which is not suitable to be used as a base for the proposed improvement on this project. These areas shall not impact wetlands or "Waters of the U.S.". No segment of the proposed improvement shall be located in these areas. No materials shall be placed within the right-of-way, unless specifically stated in the plans.

CORPS OF ENGINEERS PERMIT
 CONSTRUCT THIS PROJECT SUBJECT TO THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS. THIS PROJECT IS SUBJECT TO THE PERMIT AND CONDITIONS OF THE U.S. ARMY CORPS OF ENGINEERS. FOR MORE INFORMATION, VISIT THE U.S. ARMY CORPS OF ENGINEERS WEBSITE AT: <http://www.usace.army.mil/permits/>

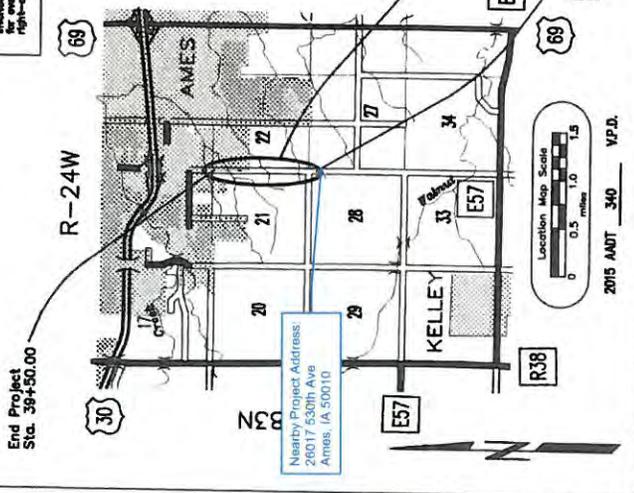
IOWA DNR STORM WATER PERMIT
 This project is covered by the Iowa Department of Natural Resources NPDES General Permit No. 2. The contractor shall carry out the terms and conditions of General Permit No. 2 and the storm water pollution prevention plan which is a part of these contract documents. Refer to Section 2002 of the Standard Specifications for additional information.

Scales: As Noted



PROJECT LOCATION
 ON 530TH AVE.; FROM
 260TH ST. NORTH 0.7 MI;
 IN SECTIONS 21 AND 22 OF
 T83N-R24W.

Begin Project
 Sta. -0+75.00



Nearest Project Address:
 26017 530th Ave
 Ames, IA 50010

End Project
 Sta. 39+50.00

CONTRACTOR SHALL CALL ONE CALL AT LEAST 48 HOURS PRIOR
 TO BEGINNING WORK. ONE CALL 1-800-292-6989

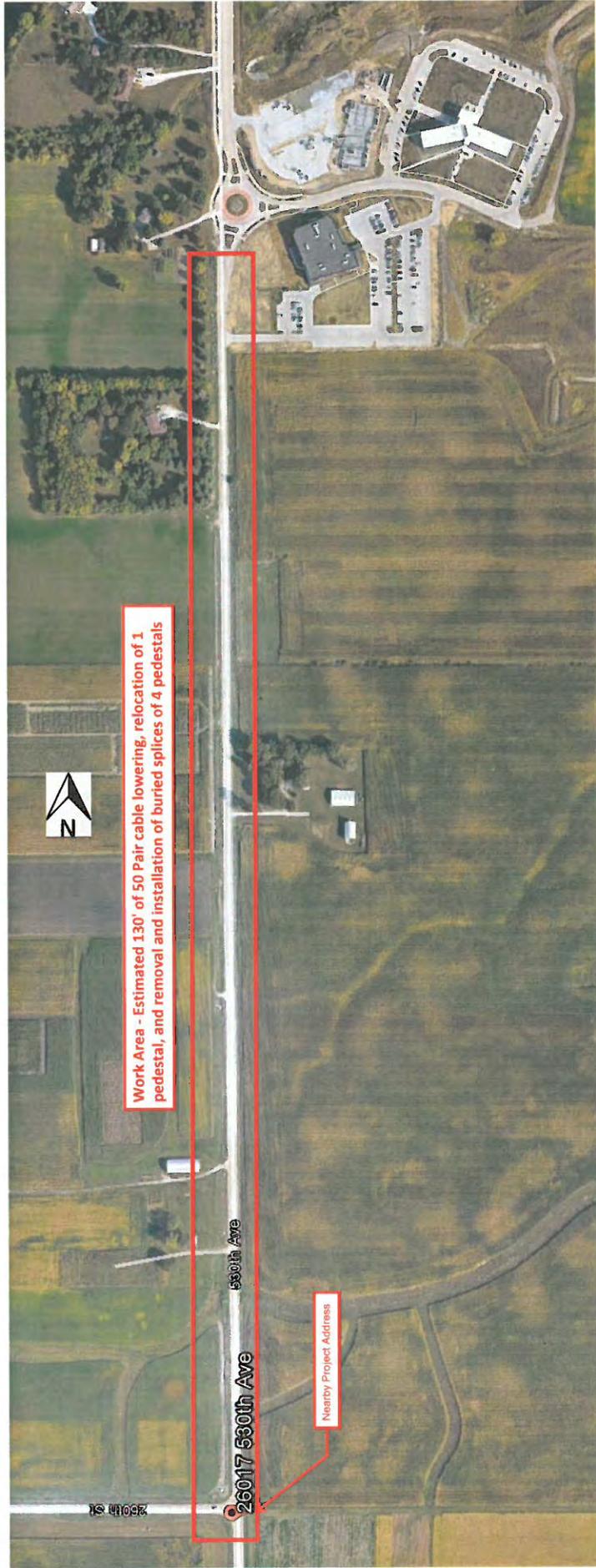
UTILITIES INFORMATION
 UTILITY COMPANIES WHOSE FACILITIES ARE SHOWN ON THE PLANS OR SHOWN TO BE WITHIN THE CONSTRUCTION LIMITS SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES. THE DATE AND SUBSEQUENT WORK IN THE AREA.

ALLIANT ENERGY: 319-288-1315
 CITY OF AMES UTILITY MAINTENANCE: 515-239-5182
 CITY OF AMES TRAFFIC: 515-239-5189
 CENTURYLINK: 726-578-9080
 HUGO: 515-287-2281
 IOWA STATE UNIVERSITY: 515-284-2711
 UNITE PRIVATE NETWORKS, LLC: 615-321-3336
 XENIA RURAL WATER DISTRICT: 515-676-2117

PROJECT TRAFFIC CONTROL PLAN
 THIS ROAD WILL BE CLOSED TO THROUGH TRAFFIC DURING CONSTRUCTION. LOCAL TRAFFIC TO ADJACENT PROPERTIES WILL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 1107.02 OF THE CURRENT STANDARD SPECIFICATIONS FOR IOWA HIGHWAYS. THE PROJECT TRAFFIC CONTROL PLAN SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AS ADOPTED BY THE DEPARTMENT PER 701 OF THE IOWA ADMINISTRATIVE CODE (IAC) CHAPTER 130.
 ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, DIRECTED, AND MAINTAINED BY THE CONTRACTOR.

**City of Ames, IA
530th Street Grading and Paving Improvements**

Note: Contractor will begin staking the Proposed R.O.W. the week of May 21st. Construction will need to coordinate with Road Contractor if any R.O.W. lathe or staking is missing prior to performing any relocation work



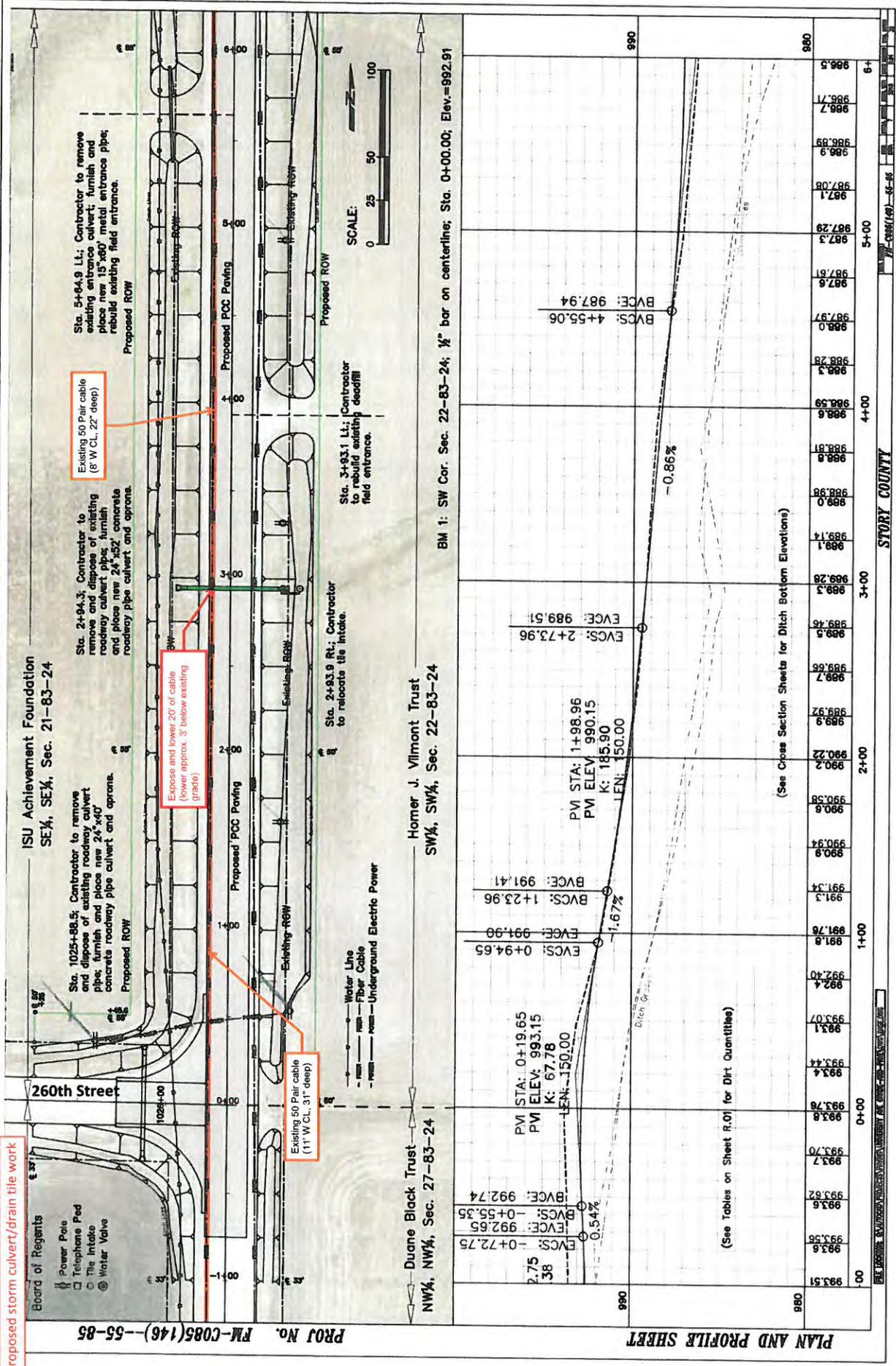
Work Area - Estimated 130' of 50 Pair cable lowering, relocation of 1 pedestal, and removal and installation of buried splices of 4 pedestals

Nearby Project Address

26017 530th Ave

530th Ave

Proposed storm culvert/drain tile work



ISU Achievement Foundation
SE 1/4, SE 1/4, Sec. 21-83-24

Homer J. Vilmont Trust
SW 1/4, SW 1/4, Sec. 22-83-24

Duane Black Trust
NW 1/4, NW 1/4, Sec. 27-83-24

BM 1: SW Cor. Sec. 22-83-24; 1/2" bar on centerline; Sta. 0+00.00; Elev.=992.91

PLAN AND PROFILE SHEET

PROJ No. FM-C085(146)--55-85

STORY COUNTY

SEE DRAWING EXHIBITS FOR THE LOCATION OF THE PROJECT ON THE MAP

- Power Pole
- Telephone Pole
- Tile Intake
- Water Valve

Sta. 5+64.9 LL; Contractor to remove existing entrance pipe, furnish and place new 15"ØØ metal entrance pipe; rebuild existing field entrance.

Existing 50 Pair cable (8' W CL, 22' deep)

Sta. 2+94.3; Contractor to remove and dispose of existing roadway culvert pipe; furnish and place new 24"ØØ concrete roadway pipe culvert and aprons.

Expose and lower 20' of cable (lower approx. 3' below existing grade)

Existing 50 Pair cable (11' W CL, 31' deep)

Sta. 2+93.9 Rt.; Contractor to relocate the intake.

Sta. 3+93.1 Ll.; Contractor to rebuild existing deadfall field entrance.

SCALE: 0 25 50 100

(See Tables on Sheet R.01 for DIT Quantities)

(See Cross Section Sheets for Ditch Bottom Elevations)

998.5 998.7 998.9 997.08 997.29 997.61 998.0 998.28 998.3 998.59 998.6 998.81 998.9 999.0 999.14 999.28 999.3 999.46 999.5 999.7 999.92 999.9 990.22 990.6 990.58 990.94 990.9 991.34 991.3 991.76 991.8 992.4 992.40 993.07 993.1 993.4 993.44 993.76 993.8 993.70 993.6 993.62 993.6 993.56 993.51

6+

5+00

4+00

3+00

2+00

1+00

0+00

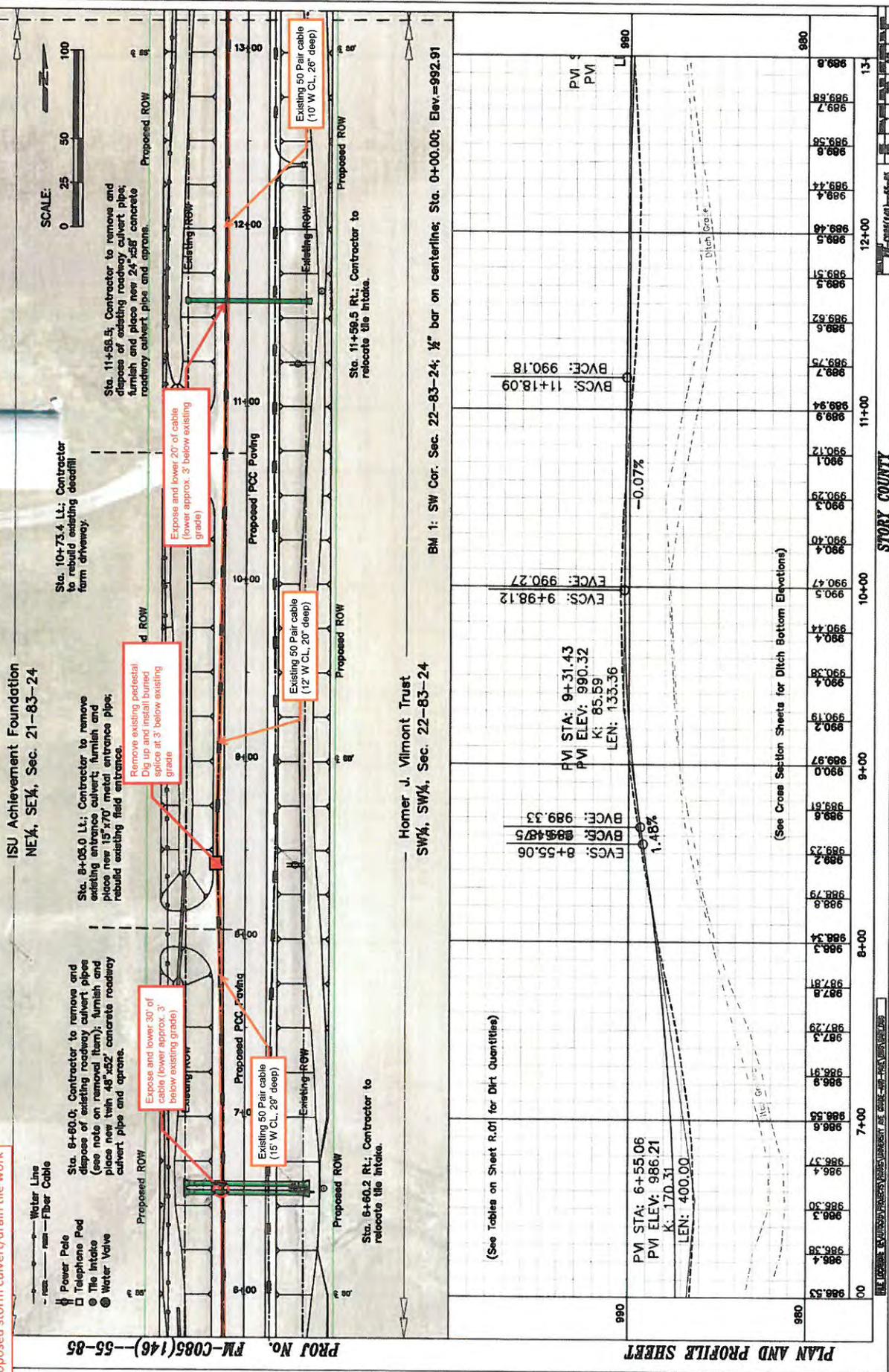
00

990

980

CenturyLink Markups

Proposed storm culvert/drain tile work



CenturyLink Markups

No CenturyLink Conflicts

- Water Line
- Fiber Cable
- Power Pole
- Telephone Pad
- Tile Intake
- Water Valve

ISU Achievement Foundation
NE 1/4, SE 1/4, Sec. 21-83-24

Sta. 16+02.5 Lt.; Contractor to remove and dispose of existing entrance culvert; furnish and place new 15" x 60" metal entrance pipe; rebuild existing field entrance.

Existing 50 Pair cable (10' W CL, 26" deep)

Existing 50 Pair cable (10' W CL, 26" deep)

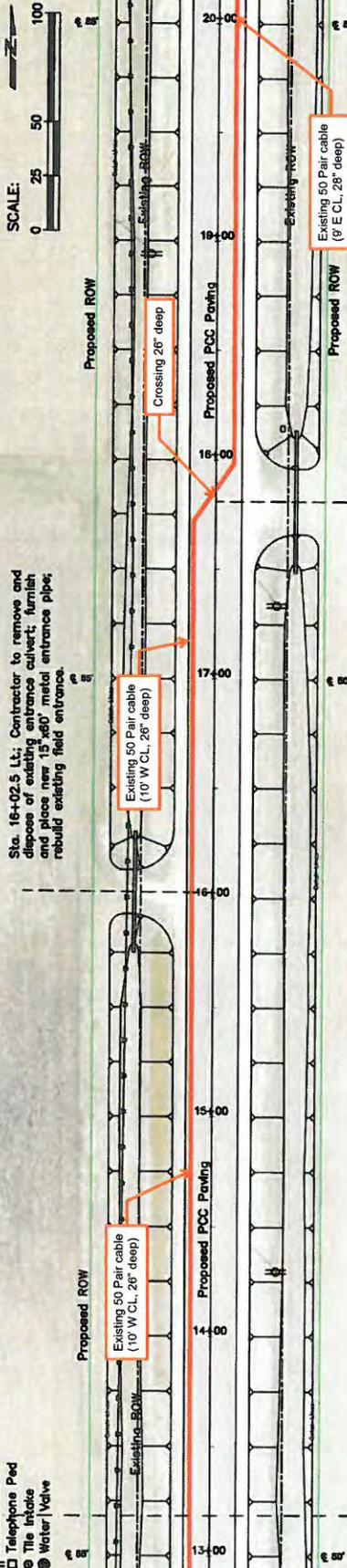
Existing 50 Pair cable (9' E CL, 26" deep)

Sta. 17+81.0 Rt.; Contractor to remove and dispose of existing entrance culvert; furnish and place new 15" x 65" metal entrance pipe; rebuild existing field entrance.

Homer J. Vilmont Trust
NW 1/4, SW 1/4, Sec. 22-83-24

BM 2: E 1/4 Cor. Sec. 22-83-24; 1/2" bar on centerline; Sta. 26+37.01; Elev.=976.86

PROJ No. FM-C085(146)--55-85



(See Tables on Sheet R.01 for Dirt Quantities)

EVCS: 15+18.09
EVC: 988.78

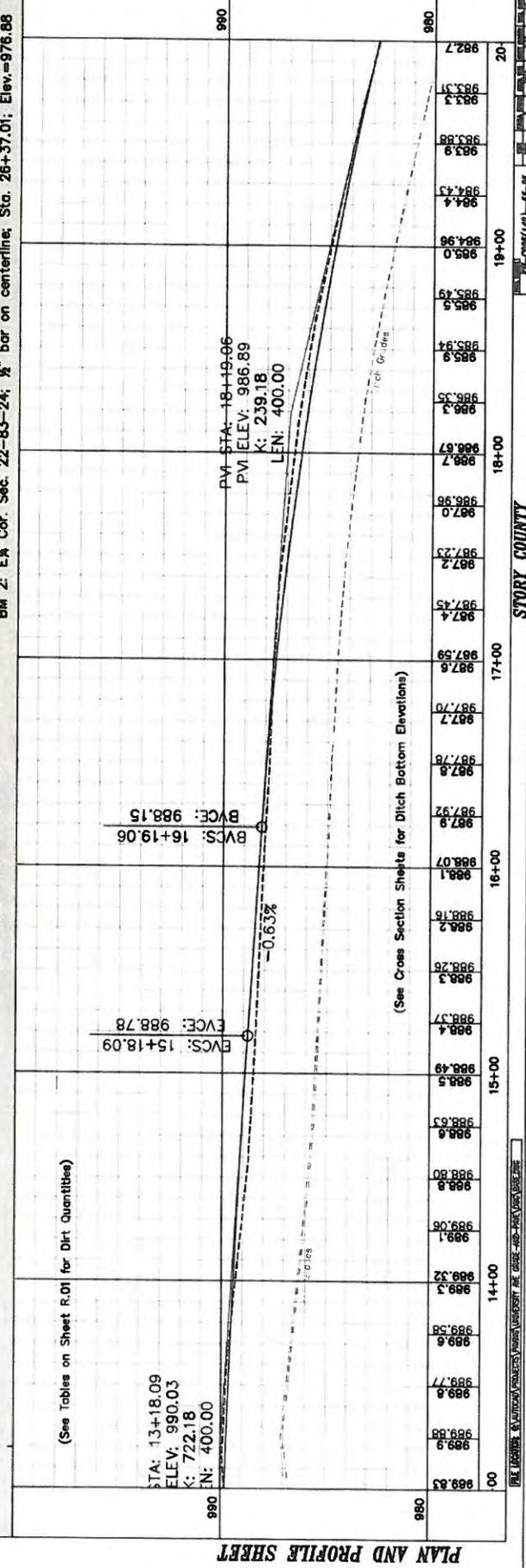
BVCS: 16+19.06
BVC: 988.15

STA: 13+18.09
ELEV: 990.03
K: 722.18
LN: 400.00

PM STA: 18+19.86
PVI ELEV: 986.89
K: 239.18
LEN: 400.00

-0.63%

(See Cross Section Sheets for Ditch Bottom Elevations)



STORY COUNTY

FILE NUMBER: 24/2020/PLANS/STORY/PLANS/STORY.PLS DATE: 2024-04-26 10:00:00

CenturyLink Markups

Proposed storm culvert/drain tile work



**ISU Achievement Foundation
NE 1/4, SE 1/4, Sec. 21-83-24**

Sta. 23+28.9; Contractor to furnish and place new drainage tile roadway crossing.

Sta. 23+24.2 Lt.; Contractor to relocate tile intake.

Sta. 24+58.1 Lt.; Contractor to remove and dispose of existing entrance culvert; furnish and place new 15"x70" metal entrance pipe; rebuild existing field entrance.

Expose and lower 20' of cable (lower approx. 3' below existing grade)

Expose and lower 20' of cable (lower approx. 3' below existing grade)

Relocate pedestal East to 1' from proposed R.O.W. Dig up and splice into existing 50 Pair cable. Plow in 30' of additional cable at 3' below existing grade to new pedestal location.

Existing 50 Pair cable (10' E.C.L., 26' deep)

Sta. 21+80.4; Contractor to relocate existing mailbox.

Sta. 21+88.3 Rt.; Contractor to remove existing entrance culvert, furnish and place new 15"x60" metal entrance pipe; rebuild existing field entrance.

Steven C. & Joyce Wright
NW 1/4, SW 1/4, Sec. 22-83-24
Active Worker: 4140 530th

Existing 50 pair cable (12' E.C.L., 26' deep)

Sta. 24+03.1; Contractor to remove and dispose of existing roadway culvert pipe (see note on removal item); place new 48" x42" concrete pipe culvert end aprons.

Sta. 24+48.2 Rt.; Contractor to remove and dispose of existing entrance culvert; furnish and place new 15"x60" metal entrance pipe; rebuild existing field entrance.

Proposed ROW

Existing ROW

Proposed ROW

Proposed PCC Paving

Proposed ROW

Existing ROW

Proposed ROW

Proposed PCC Paving

Proposed ROW

Existing ROW

Proposed ROW

Proposed PCC Paving

Proposed ROW

Existing ROW

James A. & Jeanne F. Roth Trust

Homer J. Vilmont Trust

State of Iowa, Board of Regents

BM 2: Ely Car. Sec. 22-83-24; 1/2" bar on centerline; Sta. 28+37.01; Elev.=976.88

PM STA: 22+28.43
PM ELEV: 977.48
K: 176.94
LEN: 396-60

PM STA: 25+66.72
PM ELEV: 976.39
K: 203.83
LEN: 306-06

EVCs: 24+03.43
BVCs: 24+90.72
BCE: 976.87

EVCs: 24+03.43
BVCs: 24+90.72
BCE: 976.87

EVCs: 20+19.06
BVCs: 20+55.43
BCE: 981.50

EVCs: 20+19.06
BVCs: 20+55.43
BCE: 981.50

EVCs: 982.79
BVCs: 981.50
BCE: 981.50

EVCs: 982.79
BVCs: 981.50
BCE: 981.50

EVCs: 977.50
BVCs: 977.50
BCE: 977.50

EVCs: 977.50
BVCs: 977.50
BCE: 977.50

EVCs: 977.19
BVCs: 977.19
BCE: 977.19

EVCs: 977.19
BVCs: 977.19
BCE: 977.19

EVCs: 976.82
BVCs: 976.82
BCE: 976.82

EVCs: 976.82
BVCs: 976.82
BCE: 976.82

EVCs: 976.87
BVCs: 976.87
BCE: 976.87

EVCs: 976.87
BVCs: 976.87
BCE: 976.87

EVCs: 977.01
BVCs: 977.01
BCE: 977.01

EVCs: 977.01
BVCs: 977.01
BCE: 977.01

EVCs: 977.19
BVCs: 977.19
BCE: 977.19

EVCs: 977.19
BVCs: 977.19
BCE: 977.19

EVCs: 977.39
BVCs: 977.39
BCE: 977.39

EVCs: 977.39
BVCs: 977.39
BCE: 977.39

EVCs: 977.60
BVCs: 977.60
BCE: 977.60

EVCs: 977.60
BVCs: 977.60
BCE: 977.60

EVCs: 977.8
BVCs: 977.8
BCE: 977.8

EVCs: 977.8
BVCs: 977.8
BCE: 977.8

(See Cross Section Sheets for Ditch Bottom Elevations)

FILE LOCATION: M:\WORK\PROJECTS\2005\20050814\ISU-SEC-21-83-24\DWG

STORY COUNTY

DATE: 08/14/05

PROJECT: ISU-SEC-21-83-24

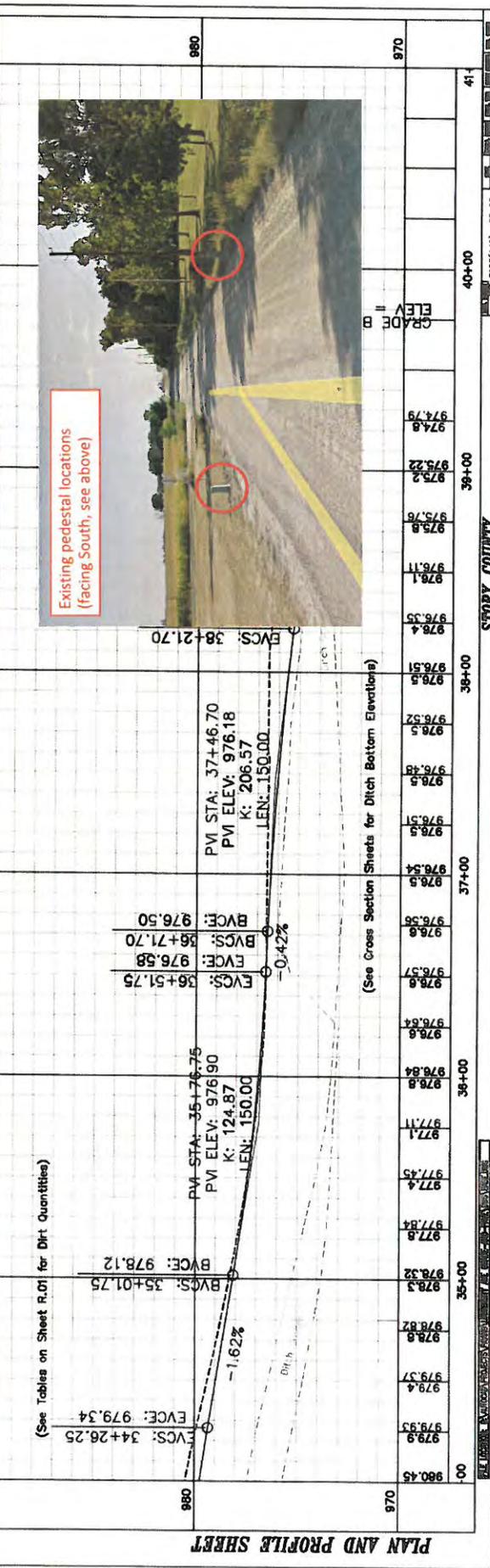
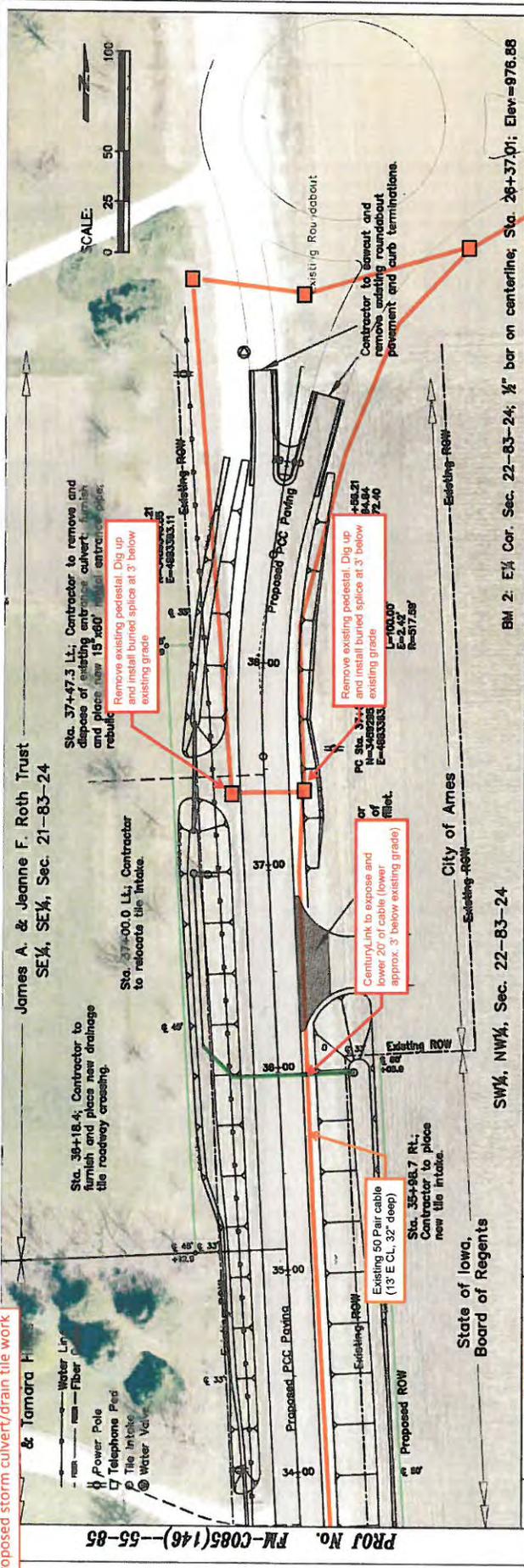
SHEET: 14

PROJ No. FM-C085(146)-55-85

PLAN AND PROFILE SHEET

CenturyLink Markups

Proposed storm culvert/drain tile work



STORY COUNTY UTILITY PERMIT

Date 5-4-18

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of _____ authorize to do business within the State of Iowa, with its principal place of business at 2074 24th St. Marshalltown, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Electric on secondary route 306th Lane, from 5446th 306th Lane to Under Road, a distance of 70 ft miles.

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

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

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

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

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

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

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

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

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

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

Date _____

Consumers Energy
Name of Company (Applicant - Permittee)

[Signature] 641-485-4064
by Phone no.

Recommended for Approval:

Date 6-4-18

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

Approved:

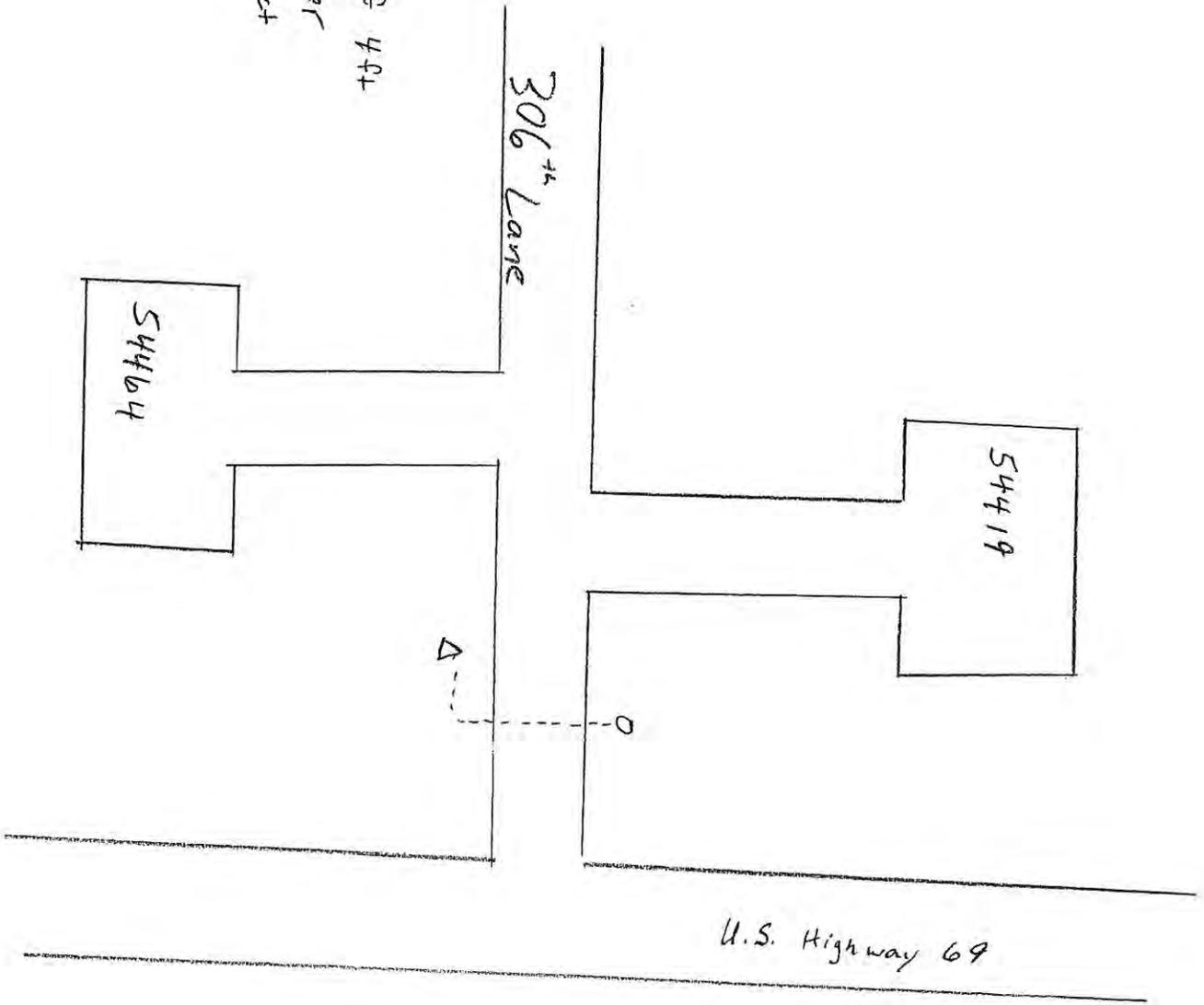
Date 6-12-18

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

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

↖
M

U.S. Highway 69



Bore under the roadbed a minimum of 4ft
from the pole to a new transformer
with new 7500 volt electric in 2" Duct

STORY COUNTY UTILITY PERMIT

Date 6/6/18

To the Board of Supervisors, Story County, Iowa:

The Black Hills Energy Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Rapid City, SD, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of gas service on secondary route Stagecoach Rd., from South to North, a distance of approx 195' miles.

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

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

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

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

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

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

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

Date 06/05/18

Black Hills Energy
Name of Company (Applicant - Permittee)

Donna Maki 641-791-5411
by Phone no.

Recommended for Approval:

Date 6-6-18

Daren Almon 515-382-7355
County Engineer Phone no.

Approved:

Date 6-12-18

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

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



June 5, 2018

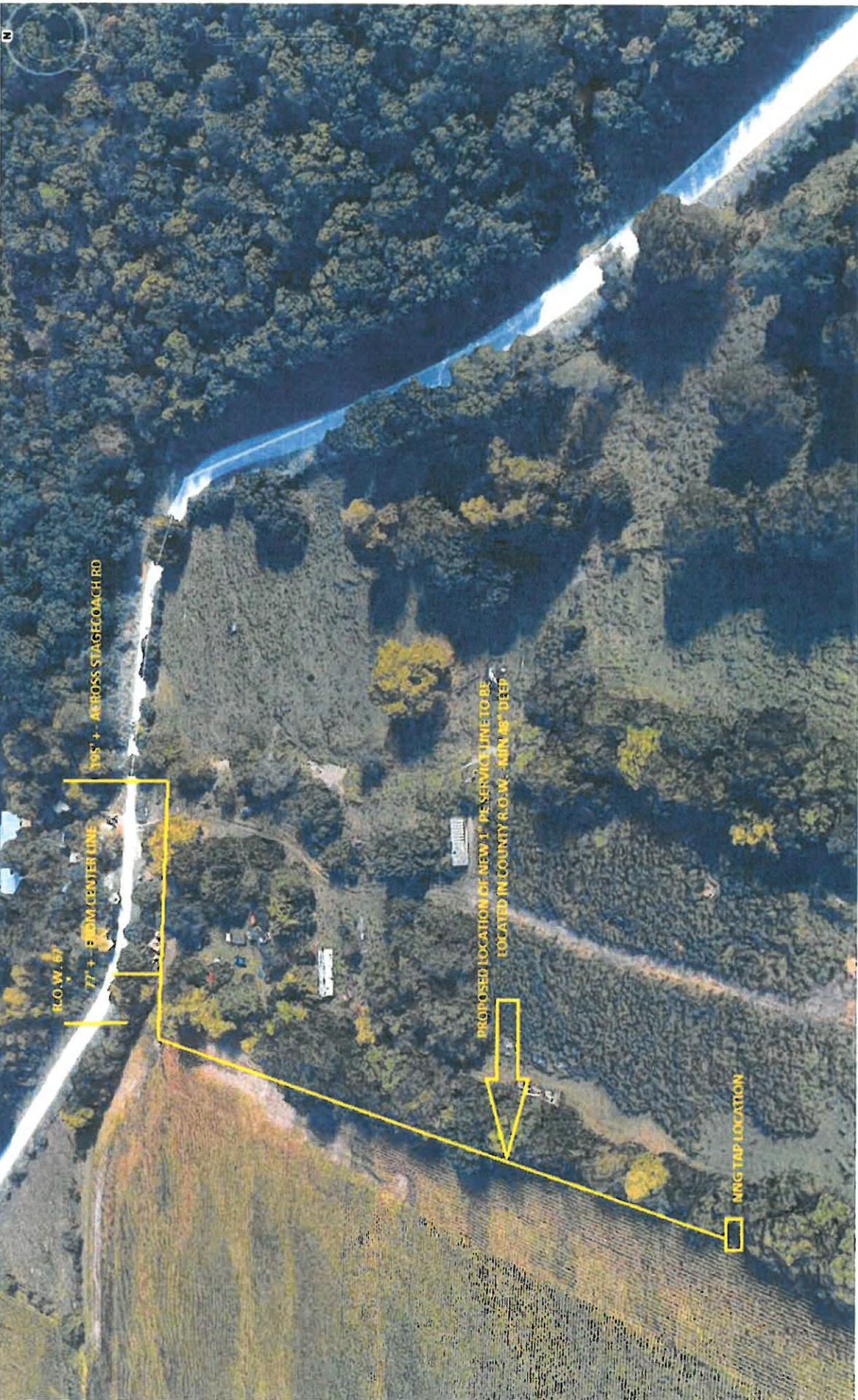
Story County Engineers Office

RE: 2976 Stagecoach Rd/Ames, IA

Black Hills Energy is replacing this natural gas service line due to an IUB mandate requiring us to inspect and or replace all farm tap services that are un-locatable or contain non-compliant materials. Black Hills Energy is proposing installing a 1" MDPE gas line with industry approved materials. This service line shall be installed per county code, shall operate at 10 PSI and will be a minimum of 48 inches in depth at its shallowest point.

Respectfully submitted,

Donna Maki
Utility Construction Specialist
Black Hills Energy



FLOW BY

77' ± FROM OUTER LINE

105' ± - ACROSS STAGECOACH RD

PROPOSED LOCATION OF NEW 1" PE SERVICE LINE TO BE LOCATED IN COUNTY R.O.W. - MIN. 15" DEEP

MING TAP LOCATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies 80 South 8th Street Suite 700 Minneapolis, MN 55402	1-612-333-3323	CONTACT NAME: Dawn Heinemann PHONE (A/C, Ho, Ext): 612-333-3323 E-MAIL ADDRESS: dheinemann@hayscompanies.com	FAX (A/C, No): 612-373-7270																					
INSURED Black Hills Corporation and its subsidiaries PO Box 1400 Rapid City, SD 57709-1400		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: LIBERTY MUT FIRE INS CO</td> <td></td> <td>11748</td> </tr> <tr> <td>INSURER B: ASSOCIATED ELECTRIC & GAS INS SVCS</td> <td></td> <td>23043</td> </tr> <tr> <td>INSURER C: LIBERTY INS CORP</td> <td></td> <td>42404</td> </tr> <tr> <td>INSURER D: SELF INSURED</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: LIBERTY MUT FIRE INS CO		11748	INSURER B: ASSOCIATED ELECTRIC & GAS INS SVCS		23043	INSURER C: LIBERTY INS CORP		42404	INSURER D: SELF INSURED			INSURER E:			INSURER F:		
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INSURER D: SELF INSURED																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: 52999383

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ OTHER \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS2641437957037	07/01/17	07/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		XL5128706P	07/01/17	07/01/18	EACH OCCURRENCE \$ 35,000,000 AGGREGATE \$ 35,000,000 OTHER \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	WA764D437957047	07/01/17	07/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	SIR		SELF INSURED RETENTION	07/01/17	07/01/18	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 FOR INFORMATIONAL PURPOSES ONLY.

CERTIFICATE HOLDER Story County 837 N. Ave Nevada, IA 50201 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/05/2018

NAME OF INSURED: Black Hills Corporation
and its subsidiaries

BLACK HILLS CORPORATION - NAMED INSUREDS

REGULATED SELF INSURED RETENTION:

Black Hills Corporation, Inc.
Black Hills/Colorado Electric Utility Company, LP
Black Hills/Colorado Gas Utility Company, LP
Black Hills/Colorado Utility Company, LLC
Black Hills/Colorado Utility Company II, LLC
Black Hills/Iowa Gas Utility Company, LLC
Black Hills/Kansas Gas Utility Company, LLC
Black Hills/Nebraska Gas Utility Company, LLC
Black Hills Power, Inc.
Black Hills Service Company, LLC
Black Hills Utility Holdings, Inc. ("Black Hills Energy")
Cheyenne Light, Fuel and Power Company
Black Hills Gas Holdings, LLC
Black Hills Northwest Wyoming Gas Utility Company, LLC
Black Hills Shoshone Pipeline, LLC
Black Hills Gas Holdings, LLC
Black Hills Gas, LLC
Black Hills Gas Distribution, LLC
Rocky Mountain Natural Gas, LLC
Black Hills Gas Storage, LLC
Black Hills Gas, Inc.
Black Hills International, Inc.
Black Hills Energy Arkansas, Inc.
Black Hills Gas Supply Contract, Inc.
Black Hills Energy Services Company

 COPY

RIGHT OF WAY PERMIT BOND

BOND NUMBER: 6562011

Black Hills Utility
KNOW ALL MEN BY THESE PRESENTS, That ~~we~~ Holdings, Inc., as Principal, and Safeco Insurance Company of America, incorporated under the laws of the State of WA, with its Home Office in Seattle, WA, as Surety, are held and firmly bound unto Polk County Engineering Department, Des Moines, Iowa as Oblgee, in penal sum of Five Thousand Dollars & NO/10 Dollars (\$5,000.00) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has applied to the Oblgee for a Permit for All Natural Gas Pipeline & Related Work

THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify the Oblgee against all loss to it caused by said Principal's breach of any ordinance, rule or regulation relating to such Permit then the above obligation shall be void, otherwise to be and remain in full force and effect.

THE LIABILITY HEREUNDER may be terminated (a) by written notice from Surety to Oblgee that liability shall terminate upon expiration of thirty (30) days from the date of such notice or (b) upon written cancellation from Oblgee addressed to Surety. In either event, a copy of the notice of authorization shall be forwarded to the Principal. In the event of such cancellation by the Surety, the Surety shall refund the unearned premium, if any.

SIGNED, SEALED AND DATED the 8th day of August, 2008. This bond is effective the 14th day of July, 2008.

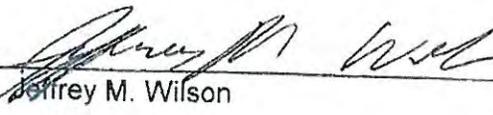
Black Hills Utility Holdings, Inc.

Principal

By: 

Safeco Insurance Company of America

Surety

By: 

Jeffrey M. Wilson

Attorney-in-Fact



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

No. 5904

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****MARK W. EDWARDS II; RONALD B. GIADROSICH; JEFFREY M. WILSON; Birmingham, Alabama*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 2nd day of May 2007

[Signature of Stephanie Daley-Watson]

[Signature of Tim Mikolajewski]

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

*Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business...

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 8th day of August 2008



[Signature of Stephanie Daley-Watson]

STEPHANIE DALEY-WATSON, SECRETARY

Safeco and the Safeco logo are registered trademarks of Safeco Corporation

WEB PDF



STORY COUNTY

Facilities Management

JOBY BROGDEN

Director
515.382.7401

JON EICKHOLT

Assistant
515.382.7402

Story County Administration
900 6th St.

Nevada, Iowa 50201
515.382.7404 FAX

DATE: June 7, 2018

TO: Board of Supervisors

FROM: Joby Brogden JB

RE: HSC Generator Change Order #1

Change Order #1 for \$5,142.00 for the generator at the Human Service Center is a result of the existing underground electrical source for the building interfering with the proposed generator location. The location of the underground electrical line initiated the generator pad needing to be moved a few feet to the north and a few feet to the west.

I feel the extra costs were unavoidable and to be in-line with industry standards, therefore I recommend payment of the additional charges.



AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Story County Iowa
Human Services Center
Back-Up Generator Installation 2017

CONTRACT INFORMATION:
Contract For: General Construction
Date: September 13, 2017

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: June 6, 2018

OWNER: *(Name and address)*
Story County Board of Supervisors
900 Sixth Street
Nevada, IA 50201

ARCHITECT: *(Name and address)*
Roseland, Mackey, Harris Architects, PC
1615 Golden Aspen Drive, Suite 110
Ames, IA 50010

CONTRACTOR: *(Name and address)*
HPC, L.L.C.
120 North Sherman Avenue
Ames, IA 50010

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

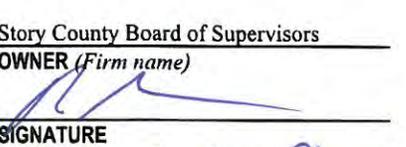
- Deduct for installation of the third precast wall panel
- Add for the retaining wall and landscaping work at the east end of the screen
- Add for changes to the footings and concrete pad to accommodate the underground electrical lines
- Add for additional concrete sidewalk extending to the staff entrance door

The original Contract Sum was	\$	245,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	245,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	5,142.00
The new Contract Sum including this Change Order will be	\$	250,142.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Roseland, Mackey, Harris Architects, PC ARCHITECT <i>(Firm name)</i>	HPC, L.L.C. CONTRACTOR <i>(Firm name)</i>	Story County Board of Supervisors OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Jeffrey S. Harris, AIA PRINTED NAME AND TITLE	Curtis Pike manager PRINTED NAME AND TITLE	Rick Sanders CharPOS PRINTED NAME AND TITLE
6/6/18 DATE	6-6-18 DATE	6-12-18 DATE

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 18-107**

WHEREAS, the Board of Supervisors of Story County, are the applicants requesting to amend the *Ames Urban Fringe Plan (AUFP)– Land Use Framework Map for the 75 acre* property area located south of Ames and west of HWY 69 and owned by Dickson Dale and Luanne Cae Jensen from the **Agricultural and Farm Service Designation to the Rural Residential Designation**; and

WHEREAS, on February 20, 2018, the Story County Board of Supervisors approved the Residential Parcel Subdivisions for Timber Creek Acres Plats 1-4 consisting of the 75 acre area and also directed Story County Planning and Development staff to seek the AUFP map amendment to better align the land use designation with the current and future use of the Timber Creek Acres Plats 1-4 property area; and

WHEREAS, the Ames City Council approved the AUFP map amendment at their May 8, 2018 meeting and the Gilbert City Council approved the AUFP map amendment at their May 21, 2018 meeting; and

WHEREAS, the Planning and Zoning Commission recommended approval (vote 6-0) of the AUFP map amendment at their June 6, 2018 meeting; and

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

WHEREAS, the *Ames Urban Fringe Plan* is referenced in the *Story County Cornerstone to Capstone Plan*; 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 Fringe Plan – Land Use Framework Map* for property known as Timber Creek Acres Plats 1-4 be changed from the **Agricultural and Farm Service Designation to the Rural Residential Designation**.

NOW, THEREFORE, BE IT RESOLVED that the review of application to amend the *Ames Urban Fringe Plan – Land Use Framework Map* by Story County, involving real estate described on Attachment A and shown on Attachment B is approved.

ADOPTED THIS 12TH day of June, 2018


Board of Supervisors


Attest: Story County Auditor

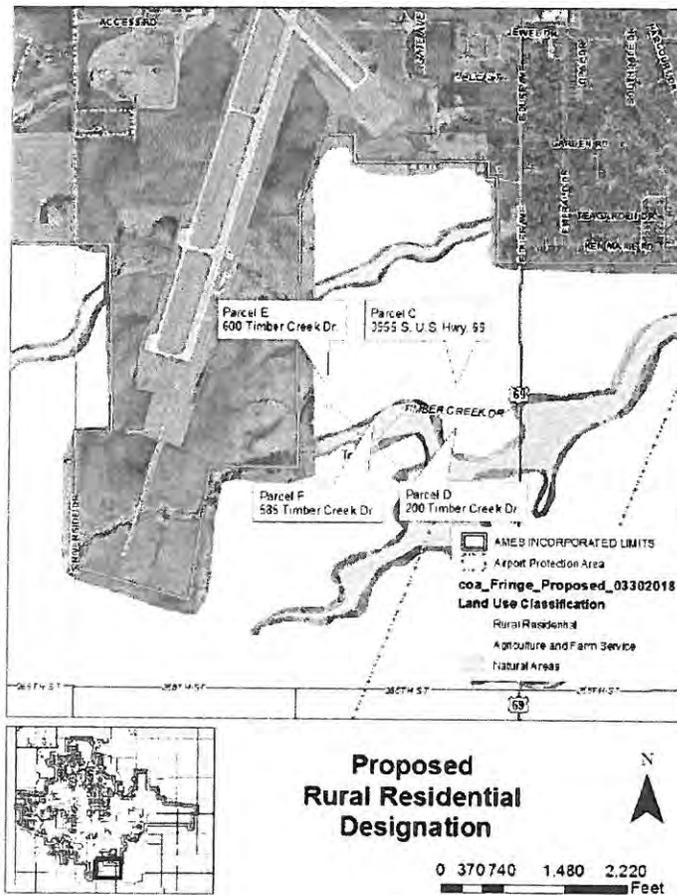
Moved by: Chitty
Seconded by: Olson
Voting Aye: Chitty, Olson, Sanders
Voting Nay: None
Absent: None

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

ATTACHMENT B

Map Source: Ames Planning and Housing Department

Attachment B: Proposed AUF Map





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

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

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Jerry L. Moore, Planning and Development Director
RE: Request for Ames Urban Fringe Plan Land Use Framework Map Amendment – Dickson Dale and Luanne Cae Jensen properties (Timber Creek Acres Plats 1-4)
DATE: June 7, 2018

Background:

Story County is the applicant and requested an Ames Urban Fringe Plan Land Use Framework Map Amendment from the Agriculture and Farm Service designation to the Rural Residential designation for the 75-acre area approved by the Board of Supervisors as Timber Creek Acres Plat 1-4 and owned by Dickson Dale and Luanne Cae Jensen.

At the February 20, 2018 Board of Supervisors meeting, the Board approved four contiguous subdivisions (Timber Creek Acres Plats 1-4) located south of Ames, on the west side of HWY 69 in Section 23 of Washington Township. On a separate motion at the same meeting, the Board directed Story County Planning and Development staff to seek support from Ames and Gilbert City Councils to approve an Ames Urban Fringe Plan map amendment from **the Agriculture and Farm Service designation to the Rural Residential designation** for this property.

The Story County Planning and Zoning Commission at their June 6, 2018 meeting recommended approval (vote 6-0) of the requested AUPF map amendment. There were no comments from the general public.

Property zoning and AUPF map designation

The property is zoned A-1 Agricultural District and the subdivision plats were submitted as Residential Parcel Subdivisions which allowed each of the four previous parcels containing a dwelling to be divided once to permit one additional dwelling on each parcel. While the subdivision plats met the County's zoning requirements, the current and proposed land by Mr. Jensen was not consistent with the Agriculture and Farm Service policies of the AUPF including restricting subdivisions creating new residential lots. Beyond the four subdivision plats that were approved, no additional lots for dwellings may be created due to the restrictions of the A-1 District and the Residential Parcel subdivision requirements.

The land use of the property consists of four existing dwellings constructed between 1952 and 2001. In 2012, a Conditional Use Permit was approved by the Board of Adjustment for a golf course located to the north of the dwellings for the Iowa State University Men and Women's Varsity Golf Teams. None of the property is used for agricultural row crop or livestock production. There are four single family dwellings located to the south of the property and five single family dwellings on the east side of HWY 69.



The existing and proposed land use is more conducive to the Rural Residential designation policies that include:

- Permitting a maximum single family dwelling density of one unit per acre (Will be achieved)
- Full infrastructure is not required (Xenia Rural Water, on-site septic system, propane gas, Westory Fire Dept & Mary Greeley ambulance)
- Clustering of dwellings is encouraged to reduce development cost
- Natural resources are to be protected and support buffering between urban and rural areas (Will be achieved)
- Development on prime agricultural land is not permitted (No prime agricultural land)

Action by Ames and Gilbert City Councils

The Ames City Council approved the AUPF map amendment at their May 8, 2018 meeting. The Gilbert City Council approved the AUPF map amendment at their May 21, 2018 meeting.

Notification and publication

A notice was published in the three newspapers designated by the Board on May 24, 2018. Notices were also mailed to property owners located within ¼ mile of the property May 25, 2018. No comments were received from the general public.

Requested Action

The Story County Planning and Zoning Commission recommended approval of the AUPF map amendment, Resolution #18-107.

AUPF map amendments require approval by all three entities.



ITEM #: 6
DATE: 05-02-18

COMMISSION ACTION FORM

REQUEST: Minor Amendment to the Ames Urban Fringe
Land Use Framework Map

LOCATION: 200 Timber Creek Drive, 585 Timber Creek Drive, 600
Timber Creek Drive, and 3935 South U.S. Highway 69

ACREAGE: Approximately 75.02 acres including four parcels

**AMES URBAN
FRINGE PLAN**

**LAND USE
DESIGNATION:** Existing: Agriculture and Farm Service (*Attachment A*)
Proposed: Rural Residential (*Attachment B*)

APPLICANT: Story County Board of Supervisors

BACKGROUND INFORMATION:

The Commission is asked to hold a new public hearing for the Timber Creek Ames Urban Fringe Plan Land Use Framework Map amendment request due to a noticing error regarding the publication of time and date of the Planning and Zoning Commission meeting in the newspaper.

The Planning and Zoning Commission voted 7-0 at the April 4th meeting in support of Alternative #1 to recommend amending the Ames Urban Fringe Plan Land Use Framework Map to designate the area as Rural Residential. Below is the Commission Action Form from the April 4th Planning & Zoning Commission Meeting.

The Story County Board of Supervisors is the applicant for a minor amendment to the Ames Urban Fringe Plan Land Use Framework Map for four previously developed parcels of land within the boundaries of the Ames Urban Fringe. The four parcels are described as Timber Creek Acres and are located south of the corporate limits between the Ames Municipal Airport and U.S. Highway 69 (*see Attachment A*).

The proposed change is from Agriculture and Farm Services to Rural Residential. Agricultural and Farm Services (AFS) is intended to allow for agricultural uses and accessory uses with scattered sites for residential dwellings. Rural Residential allows for residential uses that are situated in a compatible setting with agricultural uses and a maximum density of one dwelling per acre, but no minimum density. Attachment E includes excerpts regarding the two land use designations. The full text of the Fringe

Plan is available on the Ames Planning Division website. The area is subject to conformance with the 28E agreement between Story County, Gilbert, and Ames for consistency with the Ames Urban Fringe Plan and procedures for project approval.

The four subject parcels were originally created through plats of survey in the 1990s. The County allows for subdivision of A-1 zoned properties with existing dwellings to be divided into one additional parcel, this is known as a Residential Parcel Subdivision within the County. The applicant for the Residential Parcel Subdivision for Timber Acres was Dickson Jensen. Mr. Jensen intends to construct four additional dwellings with the approval of the Residential Parcel Subdivision. The purpose for the change in Urban Fringe Plan Map designation is to maintain land use consistency with the division of each of the four existing parcels resulting in a total of eight parcels for residential use.

The county procedure for Residential Parcel Subdivisions at times can be inconsistent with the policies of the Fringe Plan. Specifically, that new residential developments in the AFS are not permitted and creation of new lots for residential uses is limited. Changing the land use designation to Rural Residential would better reflect the existing conditions of the area and intent for creating additional residential dwellings that are not associated with agricultural uses. Agriculture and Farm Service Policy #4 states:

“AFS Policy 4: Limit non-agricultural residences in the Agriculture and Farm Service designation to homes existing at the time of this Plan or remaining scattered building sites where farmstead homes once existed or homes on very large parcels of ground typical of the agricultural setting. Otherwise, subdivision for the creation of new residential development lots is not supported within the Agriculture and Farm Service designation.”

Although review of Subdivisions for land designated as “Agriculture and Farm Service” is the purview of Story County, the County seeks to maintain consistency with their subdivision procedures and policies of the Fringe Plan. Story County reviewed the proposed Residential Parcel subdivision and found that it met the County’s development standards but was not consistent with the current AFS Fringe Plan designation for creating new residential parcels. Staff consulted with the Story County Planning Department and concurred with their findings during the subdivision review. The Board of Supervisors originally approved the subdivision conditioned upon approval of Fringe Plan Amendment. At the Board’s February 20th meeting the Story County Board of Supervisors voted to approve the Timber Creek Estates Plats 1-4 and separately directed Story County planning staff to seek an Ames Urban Fringe Plan map amendment for the same area from Agriculture and Farm Services to Rural Residential from the City of Ames.

The proposed amendment changes the designation to Rural Residential to reflect the existing use of the area and desired change to add four additional home sites. The Rural Residential designation is intended for residential land uses that are developed at a rural density and in areas where urban infrastructure may not be in place for a time period beyond the Ames Urban Fringe Plan. The Rural Residential designation

recognizes a residential market segment seeking large lots in a rural setting, benefitting from agricultural activities on a small scale. This land use designation includes all single-family residential land uses/developments that involve maximum average net densities of one unit per acre. Full urban infrastructure standards are not required. Rural Residential designation can be found consistent with the A-1 Story County zoning that already exists. The change to Rural Residential does not necessitate a change of County zoning to allow for additional intensification of development beyond the planned four parcel Residential Parcel subdivision.

ALTERNATIVES:

1. The Planning and Zoning Commission can recommend that City Council approve a Minor Amendment to the Ames Urban Fringe Plan Land Use Framework Map from Agriculture and Farm Service to Rural Residential for the properties as requested by the applicant.
2. The Planning and Zoning Commission can recommend that the City Council deny a Minor Amendment to the Ames Urban Fringe Plan Land Use Framework Map from Agriculture and Farm Service to Rural Residential for the properties.
3. The Planning and Zoning Commission may defer action and request further information or analysis from the staff or the applicant.

RECOMMENDED ACTION:

Amending the Ames Urban Fringe Plan Land Use Framework Map to change the identified properties from Agriculture and Farm Service to Rural Residential can be viewed as compatible with the existing residential properties in the identified areas created prior to the adoption of the Ames Urban Fringe Plan. Creation of one additional residential parcel from each of the four existing residential parcels is viewed as consistent with pre-existing residential uses in the same location and therefore not creating new residential areas in the Fringe adjacent to the City where none previously existed. The intent of supporting this change is not to further intensification of residential development or rezoning in the area, but to acknowledge the existing residential conditions of the Timber Acres area.

Therefore, it is the recommendation of the Department of Planning & Housing that the Planning & Zoning Commission act in accordance with Alternative #1 which is to recommend that the City Council approve a Minor Amendment to the Ames Urban Fringe Plan Land Use Framework Map from Agriculture and Farm Service to Rural Residential for the properties as requested by the applicant.

ADDENDUM

Request and Referral. On November 14, 2017, the City Council voted to initiate a Minor Amendment to the Ames Urban Fringe Land Use Framework Map, as requested by the property owner, Dickson Jensen. Mr. Jensen owns approximately 75.02 acres, divided between four parcels, designated as “Agriculture and Farm Service” in the Rural Service and Agricultural Conservation Area, located south of the corporate limits between the Ames Municipal Airport and U.S. Highway 69, described as Timber Creek Acres (see *Attachment A*). Mr. Jensen did not proceed with a formal application upon initiation by the Council.

Division of each of the four parcels in two new lots has been approved as a Residential Parcel Subdivision (for each parcel) by the Story County Supervisors, pending approval of an amendment to the Ames Urban Fringe Plan Land Use Framework Map from “Agriculture and Farm Service” to “Rural Residential.” (Attachment B) The Final Plats divide each of the existing parcels into two lots, for a total of eight lots that would each accommodate a single-family dwelling, with approval of the map amendment. Each parcel is described as follows:

- Parcel C (Lots 1 & 2, Final Plat of Timber Creek Acres, Plat 3) is located at 3935 South U.S. Highway 69, and includes approximately 19.35 gross acres. Proposed Lot 1 includes 19.34 net acres with the golf course and related buildings. Proposed Lot 2 includes 1.37 net acres and an existing single-family dwelling built in 1952 (see *Attachment D*).
- Parcel D (Lots 1 & 2, Final Plat of Timber Creek Acres, Plat 4) is located at 200 Timber Creek Drive, and includes approximately 16.51 gross acres. Proposed Lot 1 includes an existing single-family dwelling constructed in 2001 on 8.43 acres. Proposed Lot 2 includes 8.08 net acres that would accommodate a single-family dwelling. There is approximately three acres of FEMA designated flood zone on the western portion of the property, to the west of the existing single-family dwelling. The portion of Lot 1 located in the flood zone is also designated as “Natural Area” on the Ames Urban Fringe Land Use Framework Map (see *Attachment E*).
- Parcel E (Lots 1 & 2, Final Plat of Timber Creek Acres, Plat 1) is located at 600 Timber Creek Drive, and includes approximately 33.08 gross acres, abutting the corporate limits along the west property line. Proposed Lot 1 includes the applicant’s single-family dwelling constructed in 1996, and a utility building on 29.29 acres. Proposed Lot 2 would accommodate a single-family dwelling on 3.79 acres. The northern portion of proposed Lot 2 is designated as “Natural Area” on the Ames Urban Fringe Land Use Framework Map (see *Attachment F*).

- Parcel F (Lots 1 & 2, Final Plat of Timer Creek Acres, Plat 2) is located at 585 Timber Creek Drive, and includes approximately 6.08 gross acres. Proposed Lot 1 includes an existing single-family dwelling constructed in 1997, and a detached garage built in 2009. Proposed Lot 2 includes 3.03 acres for construction of a single-family dwelling. The creek and trees on proposed Lot 2 have been designated as “Natural Area” on the Ames Urban Fringe Land Use Framework Map (see Attachment G).

Ames Urban Fringe Plan. The Ames Urban Fringe Plan designates this site as “Agriculture and Farm Services.” To accommodate the request, an amendment must be made to designate this land as “Rural Residential.” The existing and proposed land use designations are each a subclass of the “Rural Service and Agricultural Conservation Area.” This designation allows for development of residential property in rural areas within the Urban Fringe Area at rural densities and in areas where urban infrastructure may not be in place for a time after the Fringe Plan. This type of development style includes large lots with a maximum average density of 1 unit per acre.

Zoning. The subject site is currently zoned A-1 by Story County.

Applicant’s Statement. The applicant’s Narrative for the Amendment to the Ames Urban Fringe Land Use Framework Map is included in Attachment C.

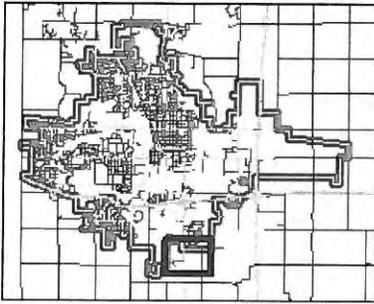
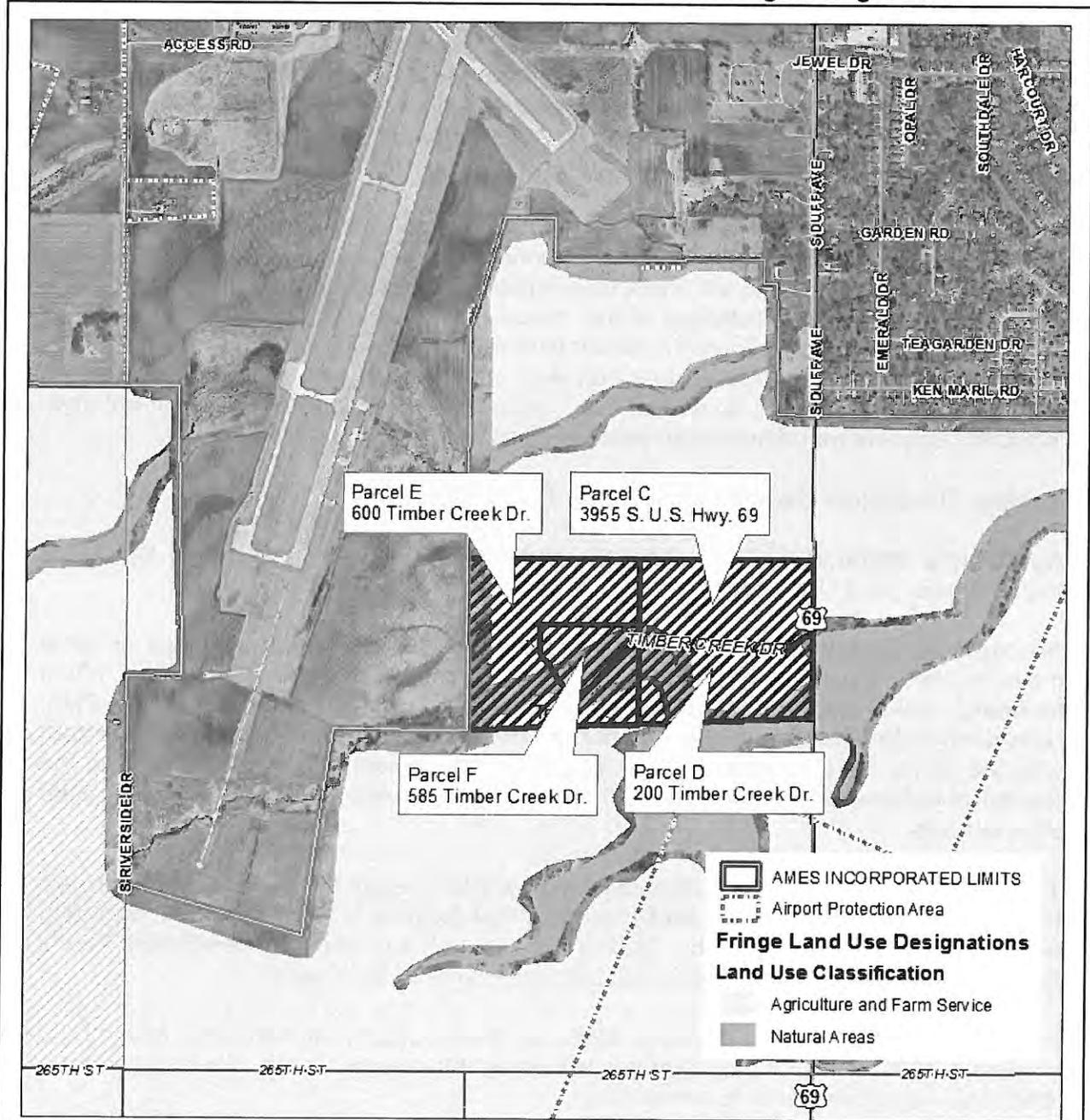
Amendment Considerations. The Land Use Policy Plan provides guidance on what considerations should be given for an amendment to the Land Use Policy Plan. When reviewing major and minor proposed amendments to the Land Use Policy Plan, consideration should be given to whether or not the proposed amendment is consistent with the Goals for the Urban Fringe. [Found in Attachment D.] These goals, and the related objectives below each goal, should apply to review of both minor and major amendments.

Traffic. The addition of four buildable lots, for a total of eight lots in the subdivision, will result in a minimal increase in traffic volumes that exist on U.S. Highway 69, providing access to the subdivision. The County determined through the Residential Parcel Subdivision that it met the traffic and access standards of the County.

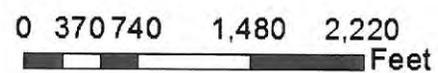
Public Utilities. The City of Ames does not extend public infrastructure beyond the corporate limits. No City public utilities will serve the parcels under consideration for a land use amendment, prior to annexation.

Natural Areas. The Rural Residential designation will not alter that Natural Area designation. A change in the land use designation from “Agriculture and Farm Service” to “Rural Residential” will not take any land out of row crop production.

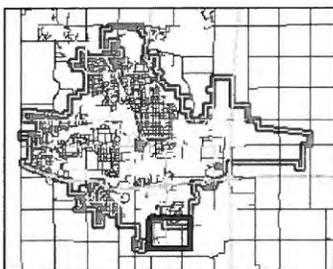
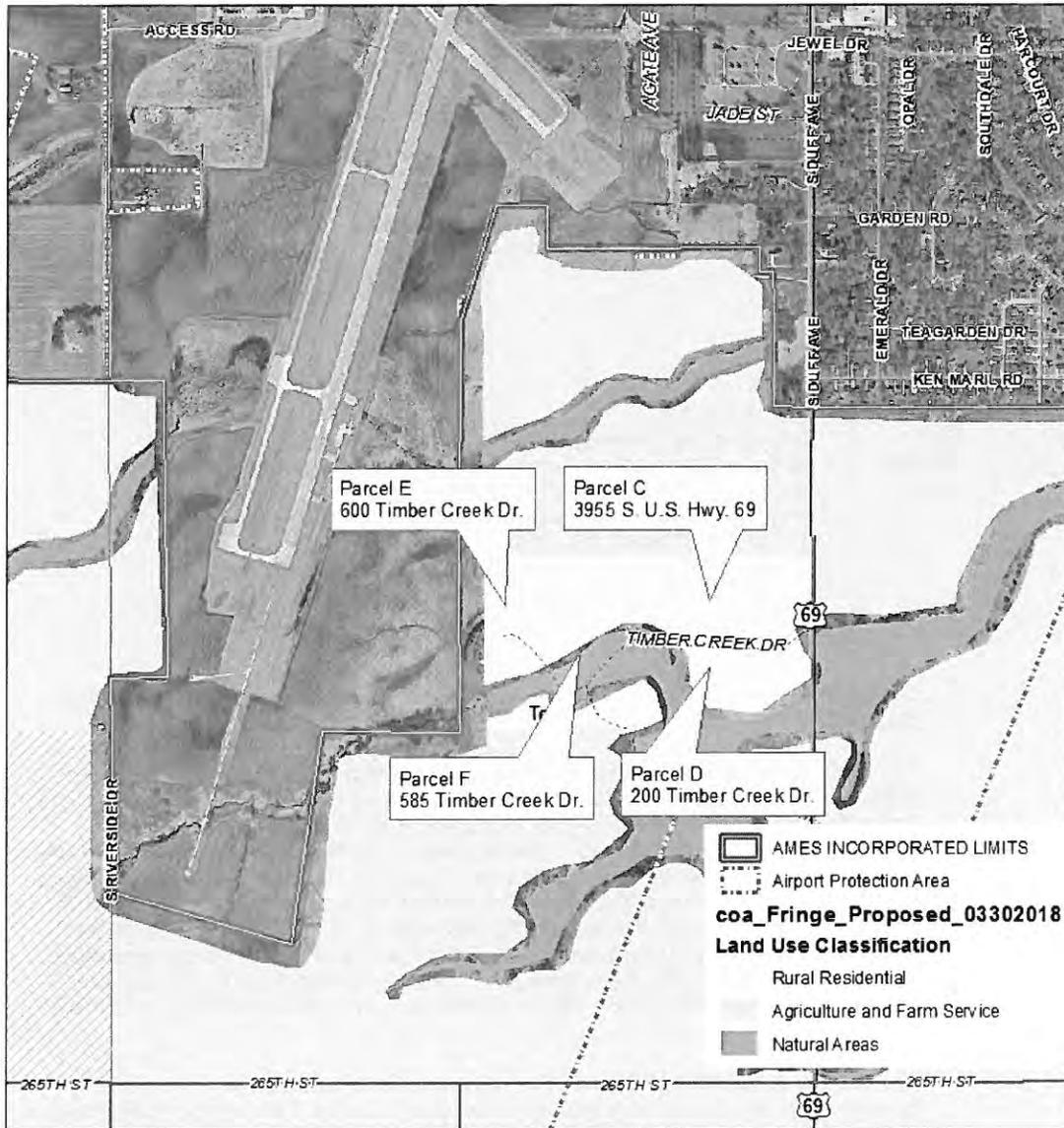
Attachment A: Location and Current Urban Fringe Designation



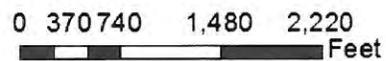
**Location &
Urban Fringe Designation
Timber Creek Acres**



Attachment B: Proposed AUF Map



Proposed Rural Residential Designation



Attachment C: Applicant's Narrative for LUPP Change



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

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www.storycountyiowa.gov

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MAR 21 2018

CITY OF AMES, IOWA
DEPT. OF PLANNING & HOUSING

MEMORANDUM

DATE: March 9, 2018
TO: City of Ames Planning and Zoning Commission & City Council
FROM: Jerry L. Moore, Story County Planning and Development Director
RE: Requested Ames Urban Fringe Plan Land Use Framework Map amendment for four parcels:
1. 3935 U.S. HWY 69 (Parcel C, 19.35 acres)
2. 600 Timber Creek Drive (Parcel E, 33.08 acres)
3. 585 Timber Creek Drive (Parcel F, 6.08 acres)
4. 200 Timber Creek Drive (Parcel D, 16.51 acres)

1. Consistency with the goals and policies set forth in the Ames Urban Fringe Plan (AUFPP)

The four parcels/subject properties are located contiguous to the City's corporate limits and west of U.S. HWY 69. The AUFPP Land Use Framework Map designation for the subject property area is Rural Service and Agricultural Conservation, Agriculture and Farm Service and Natural Areas. Creeks/drainage extend through the properties and part of Parcel D west of the existing dwelling contains floodplain. The property to the west of the subject properties is part of the airport and located inside the City limits, and the land north, east and south is designated Agriculture and Farm Service and Natural Area. The City's Land Use Policy Plan designations closest to the subject properties, less than ¼ mile to the north, are Low-Density Residential on the east side of road and Highway-Oriented Commercial on the west side of the road.

The policies of the Agriculture and Farm Service AUFPP designation are primarily focused on protecting farming and agricultural production. Land in this designation is intended to be moderate to high value agricultural land. Non-agricultural dwellings are limited and permits existing dwellings on larger parcels associated with an agricultural setting. Also, subdivisions for the creation of new residential development lots is not supported within the Agriculture and Farm Service designation.

The current land use of the subject property is not consistent with the Agriculture and Farm Service designation. The parcels were created in 1996 when each quarter quarter was divided once into two parcels. A single-family dwelling,



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Attachment C: Applicant's Narrative for LUPP Change



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constructed in 1952 was located on the east quarter quarter. Since the division, three single-family dwellings were constructed in 1996, 1997 and 2001, all occurring prior to the establishment of the AUPP. In 2012, a Conditional Use Permit was obtained by the property owner for Parcel C for a golf course facility that is used by the Iowa State University golf teams. The properties' Land Evaluation Site Assessment (LESA) scores are low (LESA is a system the County uses to identify how productive land is for agricultural crop use).

The Rural Residential designation of the Land Use Framework Map permits a maximum average net density of one unit per acre. Full urban infrastructure is not required. Environmental resources and Natural Areas are to be protected and residential development is not to occur on prime farm ground. These policies more closely match the existing and planned use of the subject property. The planned eight lots on nearly 80 acres far exceed the one-acre minimum lot size and are consistent with rural residential developments.

2. Demonstrate why the AUPP map designation for this property should be changed. Explain why the property cannot be developed under current designation.

Since the late 1990's, the nearly 80-acre area has transitioned from rural agricultural land use to rural residential and a golf course training facility. The property owner obtained access for a driveway from U.S. HWY 69 from the State of Iowa, and constructed a driveway through the establishment of a recorded ingress/egress easement. Zoning permits were issued by the County for the construction of three dwellings.

The golf course has a separate access and parking lot area located approximately 500 feet to the north of the access drive that is used for the dwellings. A maintenance building and meeting/instruction room is also located on the golf course property. The balance of Parcel C (the Golf Facility and Plat 3) requires approval of a CUP modification to construct a single-family dwelling. There are also four additional separate parcels located to the south of the subject property containing single family dwellings constructed in 1996, 1997, 1998, and 1999. These parcels contain approximately 5 to 14 acres in size and take access through the same driveway used by the residents of the subject properties. There are also five single-family dwellings in the area located on the east side of HWY 69 on one to 10-acre parcels.

With the submittal of Timber Creek Acres, Plats 1-4, the property owner's plan was to divide each parcel once and construct a new single family dwelling on each new



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Attachment C: Applicant's Narrative for LUPP Change



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lot. Under Story County Land Development Regulations, this plan is achievable in the A-1 District in part as the regulations for Residential Parcel Subdivisions require a dwelling to be established on a parcel prior to division to create a second parcel buildable for a single-family dwelling. The current Agriculture and Farm Service designation of the Land Use Framework Map in the AUFPP, however, does not support subdivisions that create new residential lots.

The Story County Board of Supervisors approved the Timber Creek Acres, Plats 1-4 on February 20, 2018. At this meeting, the Board also directed Story County Planning and Development staff to pursue an amendment to the AUFPP Land Use Framework Map requesting to change the designation from Agriculture and Farm Service to Rural Residential to more accurately reflect the current and proposed use of the property. The Ames Planning and Housing director has also expressed support for the requested Land Use Framework Map amendment.

- 3. 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 expanding the amount of land included in the designation proposed for this property.**

While the subject property is contiguous to the City, the Agriculture and Farm Service designation primarily supports agricultural use and does not support subdivisions for rural residential development. The subject property offers a larger lot size than a standard City residentially zoned lot. As previously stated, the Story County Board of Supervisors directed Story County Planning and Development staff to pursue an amendment to the AUFPP Land Use Framework Map to more accurately reflect the current and proposed use of the property. There are four existing dwellings on large lots and four future dwellings on large lots to be located within the subject property. There are also several single-family dwellings located to the south of the subject property and on the east side of HWY 69. Also, less than ¼ mile to the north, there is a dense single-family residential development located within the Ames City limits.

- 4. As a result of this action, will there be an adverse impact upon:**

Other undeveloped property in the designation proposed for this site.

No, all of the land and single-family dwellings within the proposed AUFPP designation amendment are owned by the property owner.

Other development property in the designation proposed for this site, which may be subject to redevelopment/rehabilitation.



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Attachment C: Applicant's Narrative for LUPP Change



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The property owner currently only intends to construct one additional dwelling on each of the new lots.

5. Demonstrate that the new designation of the site would be in the public interest. What is the public need or community benefit?

The goal of the AUPP Land Use Framework Map amendment request is to more accurately reflect the current and proposed use of the property and to designate it accordingly. The area is no longer consistent with the policies identified in the Agriculture and Farm Service designation. This change will also likely assist the City during the consideration of nearby land use during the City's comprehensive plan update process.

6. What impact will the proposed change have upon the following:

Transportation

The existing driveway extends to U.S. HWY 69. Iowa Department of Transportation Annual Daily Traffic Counts for U.S. HWY 69 in 2015 were 6600 vehicles. Using an average of 6 trips generated per household per day, the four existing dwellings currently create approximately 24 total daily trips. If four additional dwellings are constructed, another 24 total daily trips could be added to the existing trips, doubling the total. A total of 48 daily trips could potentially be generated from the development onto U.S. HWY 69 creating a limited overall impact of approximately .003% increase of additional daily traffic on U.S. HWY 69.

Sanitary Sewer

All of the existing and proposed dwellings would be served with on-site septic systems meeting the Story County Environmental Health Department requirements.

Water

All existing and proposed dwellings would be served with Xenia Rural Water Service.

Storm Sewer

All existing and proposed dwellings would be required to meet erosion control and stormwater requirements of the Story County Land Development regulations.

Housing and Employment

Using the estimate of 2.4 persons per household, approximately 10 persons may reside in the four existing dwellings. Using the same standard could potentially yield



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an additional 10 persons in the four new dwellings for a total of 20 persons in the subject property area.



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Attachment D: Common Goals for the Urban Fringe
(Excerpt from the Ames Urban Fringe Plan)

Common Goals for the Urban Fringe

The six principles discussed in the first section of this report guide the cooperation to plan and manage land uses in the Ames Urban Fringe, including intergovernmental coordination, prime agricultural land preservation, targeted growth, growth management, transitional land uses, and environmental protection. These principles are embodied in the following goals for the Urban Fringe.

Common Goal 1.1

To provide a balanced mix of land uses that is arranged to avoid conflicts and to maximize efficient delivery of municipal and county services and facilities.

Common Goal 1.2

To prevent premature development and preserve the most high value farmland in appropriate locations.

Common Goal 1.3

To provide a variety of housing opportunities in the Ames Urban Fringe in appropriate locations.

Common Goal 1.4

To provide adequate opportunities for commercial and industrial development in appropriate locations.

Common Goal 1.5

To coordinate development decisions with the efficient provision of public facilities and services.

Common Goal 1.6

To protect and preserve sensitive natural resources, including floodplains, woodland areas, wetlands, and other sensitive natural areas.

Common Goal 1.7

To secure a system of public and private open spaces throughout the Ames Urban Fringe that serves as a visual and recreational amenity.

**Attachment E: Rural Service and Agricultural Conservation Area
Key Issues and Goals
(Excerpt from the Ames Urban Fringe Plan)**

Rural Service and Agricultural Conservation Area

The Rural Service and Agricultural Conservation Area is intended to be rural and agricultural in use and character throughout the life of the Plan. It should be protected from development that would damage the rural character of Boone and Story County. It is not intended for urban-scale growth. Inappropriate development includes both residential and non-residential development not characteristic of the countryside or a rural community.

Key Issues and Goals for Rural Service and Agricultural Conservation Area

Land Use

The Rural Service and Agricultural Conservation Area is intended for agricultural and other very low intensity uses. Limited residential development should only occur as it relates to farming. Provisions may be made to cluster farm related developments on a limited scale; however, adequate road access and quality potable water supply must exist. All rural area development in the Rural Service and Agricultural Conservation Area should be designed to avoid interference with agricultural operations. It shall be developed in unison with the rural agricultural environment.

Water and Wastewater

Since there will be limited growth in the Rural Service and Agricultural Conservation Area, there is not an immediate need for centralized wastewater systems. Rural development may use existing rural water supplies or well water. Wastewater may be treated with on-site systems in accordance with the Iowa Department of Natural Resources and County Boards of Health regulations and standards. Agricultural activity and limited commercial/industrial development servicing the agricultural industry will be encouraged to provide on-site systems.

Transportation

The Rural Service and Agricultural Conservation Area will continue to use the existing county road systems that include dirt, gravel, and hard-surfaced roads. Boone and Story County shall have a limited paving program and generally will not pave roads or add new roads in the Rural Service and Agricultural Conservation Area unless and until increases in traffic volumes indicate the need in order to provide safe roads. System expansions must be done within the fiscal means of the county and should provide flexibility to evolve as needs and technology change. The location and design of new facilities should be compatible with municipal street networks and transportation plans. Street systems shall protect the character of existing areas. Transportation system planning is an on-going process that should be flexible, but comprehensive, open to public participation, and focused on the long-term.

Public Facilities and Services

Development within the Rural Service and Agricultural Conservation Area should not expect the same level of public facilities and services as the urban growth areas of the Cities of Ames and Gilbert. New public facilities and services are likely to be built and provided in identified growth areas as the communities develop. Services shall be provided as the density of population increases, making the provision for services efficient and cost-effective. In rural areas, the affected county will maintain its existing levels of law enforcement and emergency services.

**Attachment E: Rural Service and Agricultural Conservation Area
Key Issues and Goals
(Excerpt from the Ames Urban Fringe Plan)**

Attachment E: Agriculture and Farm Service Area Key Policies

Agriculture and Farm Service (AFS)

The designation encompasses large areas of highly valuable farmland, with farming and agricultural production as the primary activity. This designation also includes areas where the landowner has chosen not to use the land for agricultural production. The vegetative cover of this land may be native (either original or re-established) or introduced, but not part of the Natural Areas land use designation.

AFS Policy 1 Recognizing that agricultural land is a natural resource of the Ames Urban Fringe that should be protected, farming and agricultural production is and will continue to be the predominant land use of areas given the Agriculture and Farm Service designation. Land given this designation has been determined to be moderate to high value agricultural land with regard to one or more of the following general factors: soil productivity, effect of surrounding land uses on agricultural use, and physical characteristics that affect the ease with which the land can be utilized for agriculture. (Relates to RSACA Goals 2.1, 2.5)

AFS Policy 2: Recognizing that industrial and commercial land uses dependent on proximity to local agricultural land uses are essential to the continued feasibility of farming in Story County and Boone County, support these services within the Agriculture and Farm Service designation. (Relates to RSACA Goals 2.1, 2.5)

AFS Policy 3: Strategically locate such industrial and commercial uses in order to:

- utilize existing adequate access and road capacity and otherwise assure the existence of adequate public facilities;
- protect productive soils and environmental resources;
- support the continued use of these areas for farming and agricultural production.

(Relates to RSACA Goals 2.1, 2.2, 2.3, 2.6)

AFS Policy 4: Limit non-agricultural residences in the Agriculture and Farm Service designation to homes existing at the time of this Plan or remaining scattered building sites where farmstead homes once existed or homes on very large parcels of ground typical of the agricultural setting. Otherwise, subdivision for the creation of new residential development lots is not supported within the Agriculture and Farm Service designation. (Relates to RSACA Goals 2.1, 2.5)

AFS Policy 5 Allow the clustering of agricultural-related development at a limited scale where properties have adequate access to a public road. Such development shall be configured and designed to be harmonious with agricultural activities and avoid negative impacts to agricultural operations.

Attachment E: Rural Residential Area Key Policies

Rural Residential (RR)

Residential land uses within Rural Residential designated areas are developed at a rural density and in areas where urban infrastructure may not be in place for a time period beyond the Ames Urban Fringe Plan. The Rural Residential designation recognizes a residential market segment seeking large lots in a rural setting, benefiting from agricultural activities on a small scale

RR Policy 1: This land use designation includes all single-family residential land uses/developments that involve maximum average net densities of one unit per acre.

RR Policy 2: Full urban infrastructure standards are not required. (Relates to RSACA Goal 2.6)

RR Policy 3: Decentralized wastewater treatment facilities and wells shall meet IDNR, county, and city standards. (Relates to RSACA Goal 2.6)

RR Policy 4: Encourage clustering of residential sites within these land areas to limit the short-term and long-term costs associated with infrastructure improvements and the distribution of public services. (Relates to RSACA Goal 2.6)

RR Policy 5: Make provisions to protect environmental resources, environmentally sensitive areas and adjacent Natural Areas. (Relates to RSACA Goal 2.3, 2.4)

RR Policy 6: Mitigate and manage stormwater run-off, soil erosion, and wastewater discharge from Rural Residential land uses according to IDNR and county standards. (Relates to RSACA Goal 2.3)

RR Policy 7: Protect the rural character of the Rural Service and Agricultural Conservation Area through residential density requirements, buffering requirements between conflicting land uses and other appropriate transitions from urban to rural areas. (Relates to RSACA Goal 2.1)

RR Policy 8: Limit rural residential development on prime agricultural land. Assure that the development on prime agricultural land is farm-related and has adequate access to road systems and potable water. Development should not interfere with agricultural-related activities. (Relates to RSACA Goal 2.1, 2.2, 2.5, 2.6).

RR Policy 9: Minimize the impact of non-agriculture development in rural areas on existing agricultural operations. (Relates to RSACA Goal 2.1, 2.5)

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 18-108

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa from Chuck Winkleblack, Hunziker Companies, 105 S 16th Street, Ames, IA an application to amend the *Ames Urban Fringe Plan – Land Use Framework Map* for the approximate 75 acres (two parcels) owned by Clara N. Whattoff (Martha Jean Nordyke property representative) and located north of Ames and on the east side of N 500th Avenue from the Urban Residential designation to the Rural Residential designation for the south parcel (33.34 acres) and Agriculture and Farm Service designation to the Rural Residential designation and Natural Areas designation to the Rural Residential designation for the north parcel (41.7 acres) and;

WHEREAS, on May 21, 2018 the Gilbert City Council approved the AUPF Map amendment and the Ames City Council will address the AUPF map amendment at their June 12, 2018 meeting, and

WHEREAS, on June 6, 2018 the Story County Planning and Zoning Commission recommended approval (vote 6-0) of the AUPF map amendment and;

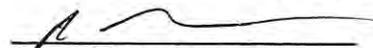
WHEREAS, Attachment "A" is the general AUPF Map amendment property description area and Attachment "B" is a map that illustrates the area of the proposed AUPF Map amendment; and

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

WHEREAS, 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 *Fringe Plan – Land Use Framework Map* for the Clara N. Whattoff properties from the Urban Residential designation to the Rural Residential (south parcel) and Agriculture and Farm Service designation to the Rural Residential designation and Natural Areas designation to the Rural Residential designation be approved.

NOW, THEREFORE, BE IT RESOLVED that the review of application to amend the *Ames Urban Fringe Plan – Land Use Framework Map* from Chuck Winkleblack, Hunziker Companies, involving real estate described on Attachments A and B is approved.

ADOPTED THIS 12TH day of June, 2018


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.**

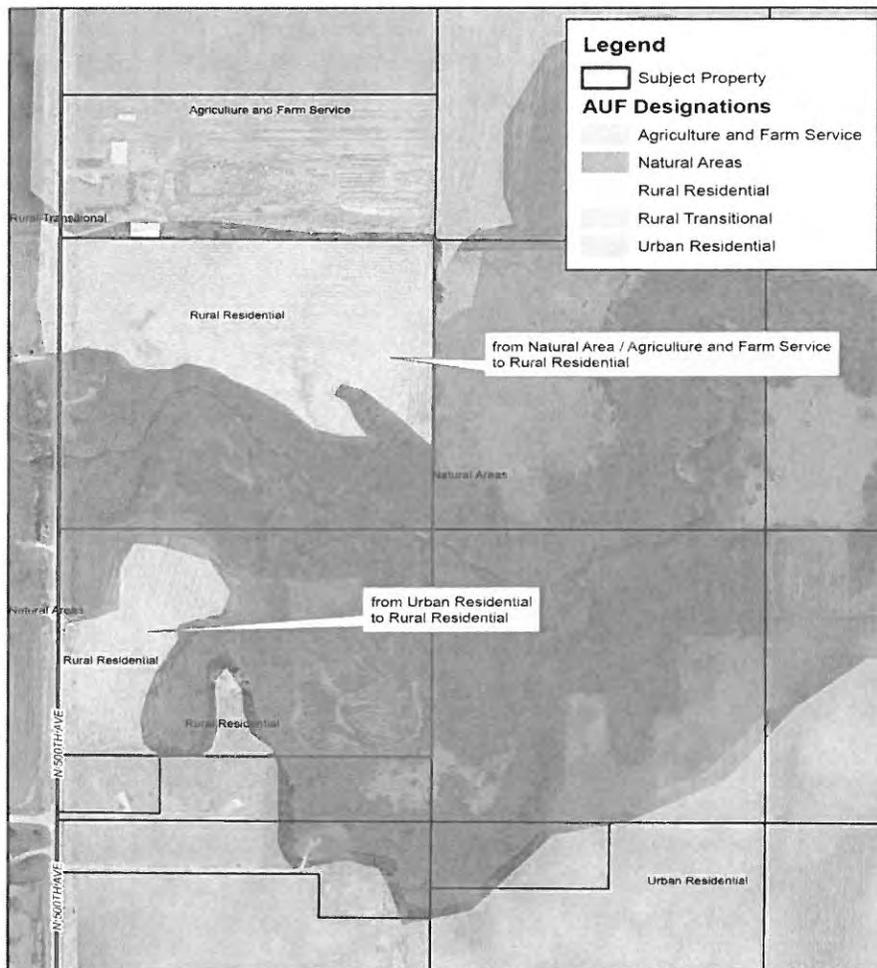
ATTACHMENT A

GENERAL PROPERTY LOCATION

The proposed area of the requested Ames Urban Fringe Plan Map amendment is generally located north of Ames on the east side of N 500th Avenue (Parcel #05-30-300-305 and Parcel #05-30-300-100 and known as 3554 N 500th Avenue), all located in Section 30 of Franklin Township.

ATTACHMENT B

Map Source: Ames Planning and Housing Department



Proposed AUF Classification Change
3554 N 500th Ave

Farm Service is treed. Under the AUP Urban Residential areas are planned to be annexed into the city and future development is to meet city standards. Ames Planning and Housing staff indicated, however they have no plans to annex this area and extend city infrastructure at this time and they support the limited rural development planned by the applicant's future buyer of the property. The planned rural develop is consistent with the character of the area. The existing and proposed land use is more conducive to the Rural Residential designation policies that include:

- Permitting a maximum single family dwelling density of one unit per acre (Will be achieved)
- Full infrastructure is not required (Xenia Rural Water, on-site septic system, Midland Power Coop, Gilbert Fire Dept & Mary Greeley ambulance)
- Clustering of dwellings is encouraged to reduce development cost
- Natural resources are to be protected and support buffering between urban and rural areas (Will be achieved)
- Development on prime agricultural land is not permitted (Limited impact to agricultural land)

Current permitted development activity

The north parcel exceeds the A-1 District standard of a minimum 35 acre parcel and if the existing dwelling were removed would accommodate a new dwelling. Also, the parcel meets the farmstead exemption and may be divided with a Plat of Survey to a one acre minimum parcel. If the balance of the land is 35 acres, another dwelling could be constructed on the balance. Any future division of the parcel would require submittal of a Residential Parcel subdivision. The south parcel is a legally established lot of record and it also meets the Land Evaluation Site Assessment to allow a single family dwelling to be constructed on the parcel. Any future division of the parcel would require submittal of a Residential Parcel subdivision. No further additional lots for single dwellings would be permitted due to the restrictions of the A-1 District and the Residential Parcel subdivision requirements.

Action by Ames and Gilbert City Councils

The Gilbert City Council approved the AUP map amendment at their May 21, 2018 meeting. The Ames City Council will act on the AUP map amendment at their June 12, 2018 meeting.

Notification and publication

The notice was published in the three newspapers designated by the Board on May 24, 2018. Notices were also mailed to property owners located within ¼ mile of the property May 25, 2018.

Requested Action

The Story County Planning and Zoning Commission recommended approval of the AUP map amendment, resolution #18-108.

AUP map amendments require approval by all three entities.





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

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

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Jerry L. Moore, Planning and Development Director
RE: Request for Ames Urban Fringe Plan Land Use Framework Map Amendment – Clara N. Whattoff properties
DATE: June 7, 2018

Background:

Chuck Winkleblack, Hunziker Companies, 105 S 16th Street, Ames, IA is the applicant requesting an Ames Urban Fringe Plan Land Use Framework Map Amendment from the **Urban Residential designation to the Rural Residential designation (south parcel) and Agriculture and Farm Service designation to the Rural Residential designation and Natural Areas designation to the Rural Residential designation for the north parcel** located at 3554 N 500th Avenue. Mr. Winkleblack represents a buyer who is interested in acquiring the two parcels, dividing the parcels creating four separate lots on the 75 acres to allow the construction of four future dwellings. The closing on the property is scheduled for June 15, 2018.

At the March 13, 2018 Board of Supervisors meeting, the Board approved allowing Mr. Winkleblack to submit an AUPF map amendment for the two contiguous parcels (north parcel 41.7 acres and south parcel 33.34 acres) located in Section 30 Franklin Township. There is an existing dwelling constructed in 1900 located on the north parcel. A creek meanders through the south ½ of the parcel. Dense trees align the creek and cover the south ½ of the parcel. The north ½ of the parcel is currently in row crops. Primarily the east ½ of the parcel to the south consists of dense trees. The approximate west ½ of the parcel is currently in row crop production. There are three single family dwellings located to the south of these parcels, two single family dwellings are located on the west side of N 500th Avenue, and a dwelling is located on a farmstead to the north.

The Story County Planning and Zoning Commission recommended approval (vote 6-0) of the requested AUPF map amendment at their June 6, 2018 meeting. Mr. Winkleblack attended the meeting and spoke about the request. There were no comments from the general public. A few comments were, however received after notice was sent for the first stage of the request. The comments were they wanted to make sure no more than four lots would be created for four total single family dwellings and the other comment was they wanted to make sure the trees and natural areas would be protected.

Property zoning and AUPF map designation

The property is zoned A-1 Agricultural District and is surrounded by A-1 Agricultural District zoned land to the north, east and south. Boone County is located on the west side of the road. The north parcel designation of Natural Areas does not accurately reflect the row crop use and a small portion designated Agricultural and



ITEM #: 7
DATE: 05-16-18

COMMISSION ACTION FORM

REQUEST: Minor Amendment to the Ames Urban Fringe Land Use Framework Map

LOCATION: 3554 North 500th Avenue

ACREAGE: Approximately 75.04 acres including two parcels

AMES URBAN FRINGE PLAN LAND USE

Existing: Agriculture and Farm Service, Natural Area, & Urban Residential (*Attachment A*)

DESIGNATION: Proposed: Rural Residential (*Attachment B*)

APPLICANT: Chuck Winkleblack- Hunziker Companies

BACKGROUND INFORMATION:

Hunziker Companies is the applicant representing property owners Clara Whatoff and Martha Nordyke for a minor amendment to the Ames Urban Fringe Plan Land Use Framework Map for two parcels of land within the boundaries of the Ames Urban Fringe. The two parcels are located on the east side of North 500th Avenue (County Line Road) at the intersection with Onion Creek, approximately 3/4 miles north of Ontario Street. (*see Attachment A & Attachment H*). The proposed change is to Ames Urban Fringe Plan to change the land use designation to Rural Residential for both parcels to accommodate the construction of three new homes along with retention of the existing farmstead site on the north parcel.

The Ames Urban Fringe Plan is a shared land use plan cooperatively developed by Story County the City of Ames and the City of Gilbert made possible through a 28E intergovernmental agreement. The 28E Agreement lays out processes for annexation, subdivision, plan review and amendments for lands within the Fringe Area, area within two miles of the City. The Urban Fringe Plan has two important layers of policies that are depicted on a Land Use Class map and a Land Use Framework map. The Land Use Class map designates property into one of three designations that then defines how subdivisions are reviewed and what type of land may be annexed into a City. The Land Use Framework Map identifies the types of acceptable uses in the Fringe area that match corresponding development policies of the Fringe Plan.

The current Ames Urban Fringe Plan land use designations of these properties are Agricultural and Farm Services (AFS) on the north parcel and Urban Residential (UR) on the south parcel. Natural Area also exists on both parcels adjacent to Onion Creek. The two land use framework classes are Urban Service Area and Rural Service and Agricultural Conservation Area.

Agricultural and Farm Services (AFS) is intended to allow for agricultural uses and accessory uses with scattered sites for residential dwellings on existing large lots. However, Urban Residential is intended for eventual annexation to the City for development at urban densities with centralized urban infrastructure such as wastewater and water services. The proposed Rural Residential allows for residential uses that are situated in a compatible setting with agricultural uses on large lots, with a maximum density of one dwelling per acre, but no minimum density is required. Rural Residential is an area that is not intended to be annexed into the City. A more complete description on the land use designation with excerpts of the text are included in Attachments D,E,F, and G. The Land Use Class Framework Map is included as Attachment H. The full text of the Fringe Plan is available on the Ames Planning Division website at www.cityofames.org/planning.

Under the current land use designations, the north parcel is designated Agricultural and Farm Services (AFS) and Natural Area and is never intended to be annexed or developed at urban standards or serviced by urban infrastructure. This property currently already contains a home that was constructed as a farmstead to this property. The property is zoned A-1, the County's basic agricultural zoning district.

The south parcel contains some Urban Residential designation and Natural Area and is located at the far north and west end of the Urban Residential map designation for Ames along the Story and Boone County line and is located between Onion Creek on the north and an existing small rural subdivision on the parcel to the south. The Urban Residential designation required annexation to the City prior to any subdivision or development. The parcel is zoned A-1 and could have one home constructed on the property under County standards, subdivision would be subject to City jurisdiction. The Urban Residential designation for this site was a result of an evaluation of Northwest Growth Area that could be served by sanitary sewer line along Onion Creek. The developable area of the parcel is reduced by Natural Area from Onion Creek. There is currently no home on this parcel.

ISSUES

The proposed change is a unique request to consider removing a parcel of land from a designated area intended for Urban Services by the City and to also designate the parcels as Rural Residential to allow for two additional homes to be built compared to what is permissible under the current County zoning. The Fringe Plan has multiple goals of planning for urbanization, protecting farmland and natural resources, and allowing for some rural development. Two distinct policy issues apply to the request. These issues are related to Goal 2 of the Land Use Policy Plan of providing adequate land to meet population and employment targets of the City while also guiding the location and character of development to be compatible with natural resources and rural areas. **The first is whether removing the land from Urban Service area for future annexation is appropriate and the second question is whether it is then appropriate to designate the sties Rural Residential to allow for the creation of additional home sites.**

Evaluation of the request has to be considered within the context of the current and proposed designations as there are no direct policies on changing from one designation

to another. Staff has some concerns on the precedent of isolated land use designation changes to create new home sites and recommends providing additional context for the evaluation by addressing specific issues concerning proximity to the City, growth areas of the City, access and transportation capacity to a site, and farmland and natural area preservation.

Distance From Ames City Limits

The Rural Service and Agricultural Conservation Area policies explain that rural residential designations should be located a large distance from municipal services in RSACA Policies #4 & 5:

RSACA Policy 4: Permit agricultural/farmstead and strategically located rural residential development (areas at a large distance from municipal services) to use well water or other water systems in conformance with the standards of the Iowa Department of Natural Resources and respective County Boards of Health.

RSACA Policy 5: Permit agricultural/farmstead and strategically located rural residential development (areas at a large distance from municipal services) to use on-site wastewater treatment systems where soils provide adequate drainage and filtration in conformance with the standards of the Iowa Department of Natural Resources and respective County Boards of Health.

The parcels are located approximately 3/4 mile from the Ames City Limits in rural Story County. Staff views the distance the proposed Rural Residential designation to be located a large enough distance to meet RASCA policy standards 4 & 5. Plans to place urban sanitary sewer along Onion Creek have not yet been finalized as development of the Northwest Growth Area has not begun due to needed significant infrastructure extensions. The topography of the location also makes the extension of urban water and sewer difficult for economical service of low density development. The change of the Urban Residential map designation of the south parcel is not seen to impede future land availability for annexation into Ames as part of the Northwest Growth Area. The north parcel is further removed from the City and is far enough from municipal services to be of no concern about future City growth at this time.

Urban Residential Designation

The Urban Residential designation is located under the general Urban Service Area class in the Ames Urban Fringe Plan. The Urban Residential designation on the south parcel of the proposed map change was established as an area that the City of Ames has viewed as desirable to annex and develop at urban standards in the future as part of the larger Northwest Growth Area. The abutting properties to the south of this parcel are also in the Urban Residential land use designation and contain three rural homes built between 1999 and 2006. Annexation and development of the south parcel in this application can be seen to be unlikely due to its periphery location and the likely impediment of contiguous land for annexation due to the existing three home sites to the south.

Urban Service Area goal 4.2 requires that new urban development “*has adequate public facilities*”. The presence of the existing rural residential homes to the south make it

unlikely that the south parcel the applicant is requesting the land use map designation change for will be annexed. The isolated nature and topography of the property in the application makes service from urban infrastructure such as water and wastewater difficult and expensive. A large amount of Urban Residential land designation exists between the properties containing the homes to the immediate south and the current Ames City limits which is majority unbuilt on and allows for a generous area for future annexation and urban development by the City of Ames. This parcel could have a single new home constructed on it without a land use designation map change.

Staff does not believe that choosing to remove the Urban Residential land use map designation from the south parcel for Rural Residential in this application interferes with the Ames Urban Service area long term growth goals of the Northwest Growth Area.

Transportation Access and Capacity

The properties in the application for the map change are located along and have direct access from North 500th Avenue which is a paved concrete road maintained by Story County. Rural Service and Agricultural Conservation Area policy goal #6 states:

RSACA Policy 6: Limit development in areas that would create a need for the upgrade of roads before they are scheduled in the appropriate jurisdiction's capital improvements program. Where proposed development will potentially increase the traffic volumes in excess of the current road capacity, provide for the cost of road improvements at the time of development.

Serial development of home sites along county roads could disrupt the operations of the road and cause maintenance concerns for gravel roads. 500th Avenue is a paved road. Given that no road upgrades or existing service issues have been identified by Story County the proposed addition of three homes is not seen to create a negative impact on the circulation system. The County would evaluate site access through their subdivision and zoning permit process if the amendment is approved. Staff views these conditions as accommodating future rural development at this location and is not seen as problematic to existing infrastructure. If the proposed Rural Residential designation was to be developed at greater densities, there could be conflicts with road capacity.

Farmland Conservation- Land Evaluation Site Assessment (LESA) Ratings

Story County uses a process for determining suitability of land for division with the Land Evaluation Site Assessment (LESA) process. This process gives a rating to properties in the county based on specified criteria for land quality and suitability for farming. The scale for the LESA process ranges from 0-266 as the acceptable range to allow for division of property to lot sizes less than the A-1 minimum lots size of 35 acres. If the score for the exceeds 266, it is deemed otherwise agriculturally productive land division of the property for home site would not be permitted. Story County has completed a LESA assessment for both parcels in this application and has determined a score of 237 on the south parcel and 262 on the north parcel. These scores fall within the acceptable range for division of land to less than 35 acre sites. This can be seen to support rural residential development as not being detrimental to agricultural production. The City has no specific policy on LESA for evaluating rural subdivisions.

Natural Areas (NA)

The Natural Area map designation currently extends over areas that are currently row crop areas particularly on the north parcel and as a result the applicant is proposing to reduce the amount of Natural Area shown on the map to more accurately reflect the row crop and actual Natural Area. Natural Areas are designated as providing habitat for wildlife, minimizing storm water runoff, stabilizing soils, modifying climactic effects and providing for visual attractiveness as well as providing some recreational purposes. The Natural Area designation was intended to be general in nature at the time the Fringe Plan was adopted and to provide some area of buffer between the natural resource and other activities. Creation of new lots within the Natural Areas is prohibited. Adjusting the Natural Area designation to more accurately reflect row crop areas can be found to be consistent with the Land Use Framework Map. The remaining Natural Area map designation is still adequate to protect Onion Creek and meet the goals of the Urban Fringe Area.

ALTERNATIVES:

1. The Planning and Zoning Commission can recommend that City Council approve a Minor Amendment to the Ames Urban Fringe Plan Land Use Class Map from Urban Service to Rural Service and Agricultural Conservation and the Land Use Framework Map to Rural Residential for both properties as requested by the applicant.
2. The Planning and Zoning Commission can recommend that the City Council approve a modified Minor Amendment to the Ames Urban Fringe Plan Land Use Class Map and Land Use Framework Map for the south parcel only, to Rural Service and Agriculture and Farm Service, with no change to the north parcel.
3. The Planning and Zoning Commission can recommend that the City Council deny a Minor Amendment to the Ames Urban Fringe Plan Land Use Framework Map from Agriculture and Farm Service and Urban Residential to Rural Residential for the properties.
4. The Planning and Zoning Commission may defer action and request further information or analysis from the staff or the applicant.

RECOMMENDED ACTION:

Reliable precedent does not exist for making a change such as is proposed with no pre-existing residential subdivisions on the property. While the Land Use Policy Plan and its extension as the Ames Urban Fringe Plan provides general guidance on how to consider changes, much of the language in the Urban Fringe Plan also encourages conformance to the plan as it existed when approved. Currently, one new home can be constructed on the south parcel in the application without a Land Use Framework Map change compared to the proposed three new homes.

However, after review of the policies in the Ames Urban Fringe Plan staff does not find that the plan prohibits permitting a Land Use Framework Map change. The proposed change and subsequent future subdividing for residential use could be viewed as not taking significant areas of the Agriculture and Farm Service area out of agricultural production. The Agriculture and Farm Service designation is a subclass of the Rural Service and Agricultural Conservation Area which permits residential property in rural areas at rural densities.

Furthermore, reducing a small amount of Urban Residential area is not seen as significantly impacting the future growth and development of the City of Ames given the nature of the property in question and the challenges in serving the property with urban services. Adjusting the Natural Area designation on both parcels to more accurately reflect row crop areas is reasonable when an adequate buffer is accommodated. The proposed remaining Natural Area map designation can be seen to be adequate to protect Onion Creek and meet the goals of the Urban Fringe Area. None of the row crop areas on the properties are within FEMA designated Flood Zones.

Staff notes that it is very important to the context of the proposed change that it is understood that the current A-1 zoning is seen as an implementing zoning district of the proposed Rural Residential land use designation and the change is not meant to justify a rezoning to a more intense category.

Therefore, it is the recommendation of the Planning & Housing Department that the Planning & Zoning Commission act in accordance with Alternative #1 which is to recommend to City Council approve the request to amend the Ames Urban Fringe Plan Land Use Class and Framework Map for both the north and south parcel to Rural Residential. Although staff has some reservations on precedent for other sites seeking additional rural home sites, this recommendation is based upon the unique circumstances of the sites and the limited development potential of two additional homes between the two parcels. If there were to be additional development under the Rural Residential designation staff would be unlikely to support the change in the designation for this site.

In the event the Commission doesn't find the proposed amendment to conform to the policies of the LUPP and the Fringe Plan it can choose to recommend a partial amendment or to deny the minor amendment.

Ultimately the approval of the Fringe Plan amendment will require authorization by all three parties to the 28E agreement, Gilbert, Ames, and Story County. If the amendment is approved, the use and development of the properties will be under the sole jurisdiction of Story County.

ADDENDUM

Request and Referral. On January 23, 2018, the City Council voted to initiate a Minor Amendment to the Ames Urban Fringe Land Use Framework Map, as requested by Chuck Winkleblack of Hunziker and Associates, on property owned by Martha Nordyke and Clara Whatoff of approximately 75.04 acres, divided between two parcels, designated as “Agriculture and Farm Service” in the Rural Service and Agricultural Conservation Area on the north parcel and “Urban Residential” in the Urban Service Area on the south parcel and located north of the corporate limits on the east side of North 500th Avenue along the Boone and Story County line. described as 3554 North 500th Avenue (*see Attachment A*).

Each parcel is described as follows:

- North Parcel is located at 3554 North 500th Avenue, and includes approximately 41.70 gross acres. A single family dwelling is located on this parcel built in 1900. There is approximately 6 acres of FEMA designated Flood Zone on the southeast portion of the property east of the existing single family dwelling. The portion located in the flood zone is all located in the “Natural Area” on the Ames Urban Fringe Land Use Framework Map (*see Attachment C*).
- South Parcel is located at 3554 North 500th Avenue, and includes approximately 33.34 gross acres. There is approximately 9 acres of FEMA designated flood zone on the eastern portion of the property, The portion located in the flood zone is all within the “Natural Area” on the Ames Urban Fringe Land Use Framework Map (*see Attachment C*).

Ames Urban Fringe Plan. The Ames Urban Fringe Plan designates this site as “Agriculture and Farm Services” and “Urban Residential”. To accommodate the request, an amendment must be made to designate this land as “Rural Residential.” The existing and proposed land use designations are each a subclass of the “Rural Service and Agricultural Conservation Area.” And “Urban Service Area”. This designation allows for development of residential property in rural areas within the Urban Fringe Area at rural densities and in areas where urban infrastructure may not be in place for a time after the Fringe Plan. This type of development style includes large lots with a maximum average density of 1 unit per acre. In general the lot size for scattered sites should be larger than one acre.

Zoning. The subject site is currently zoned A-1 by Story County. Staff notes that it is very important to the context of the change that it is understood that the current A-1 zoning is seen as an implementing zoning district of the proposed Rural Residential land use designation and the change is not meant to justify a rezoning to a more intense category.

Applicant’s Statement. The applicant’s Narrative for the Amendment to the Ames Urban Fringe Land Use Framework Map is included in Attachment C.

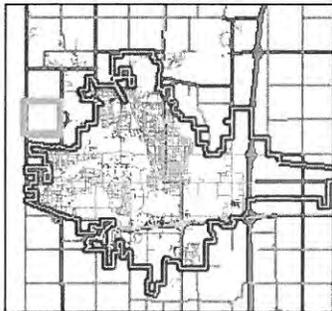
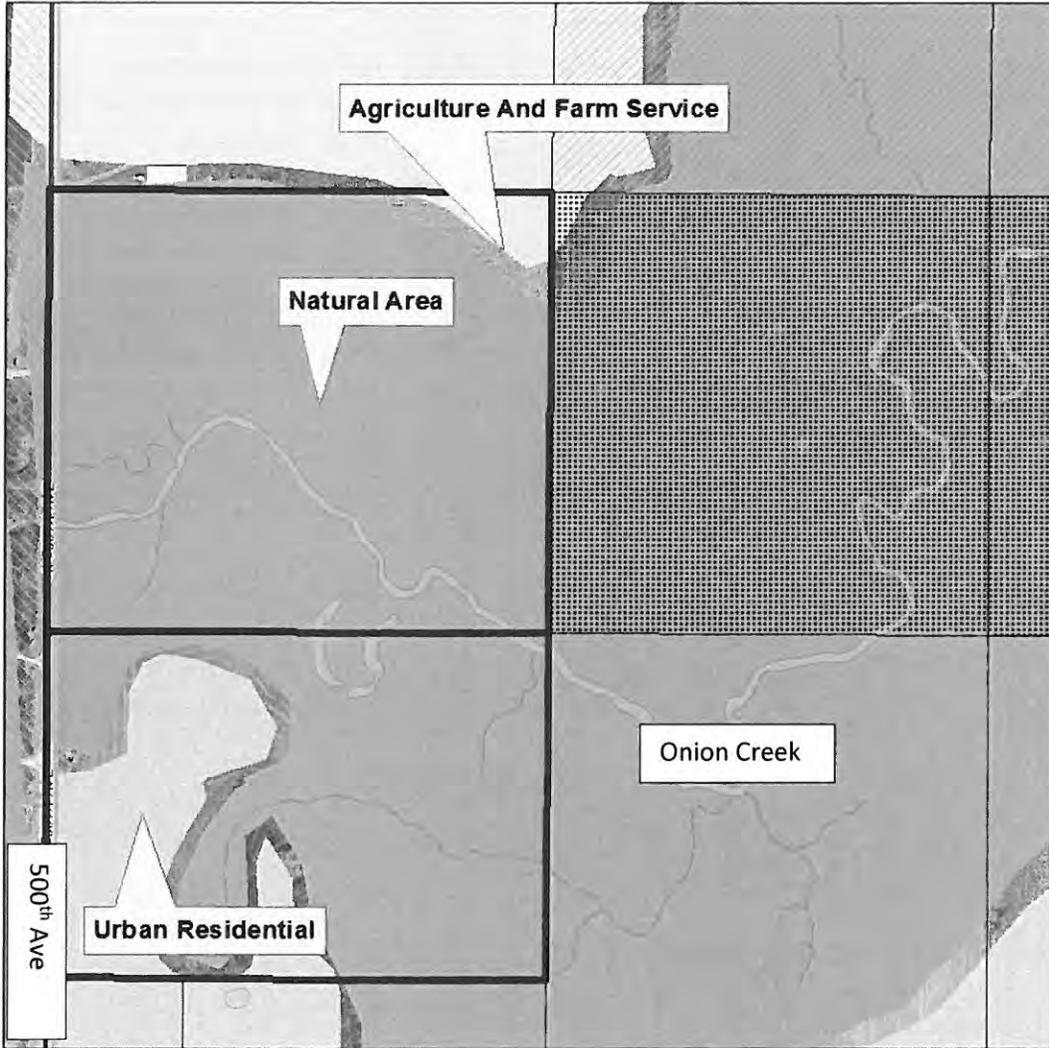
Amendment Considerations. The Land Use Policy Plan provides guidance on what considerations should be given for an amendment to the Land Use Policy Plan. When reviewing major and minor proposed amendments to the Land Use Policy Plan, consideration should be given to whether or not the proposed amendment is consistent with the Goals for the Urban Fringe. [Found in Attachment D.] These goals, and the related objectives below each goal, should apply to review of both minor and major amendments.

Traffic. The addition of two buildable lots, for a total of four lots in the subdivision, will result in a minimal increase in traffic volumes that exist on North 500th Avenue, providing access to the subdivision.

Public Utilities. The City of Ames does not extend public infrastructure beyond the corporate limits. No City public utilities will serve the parcels under consideration for a land use amendment, prior to annexation.

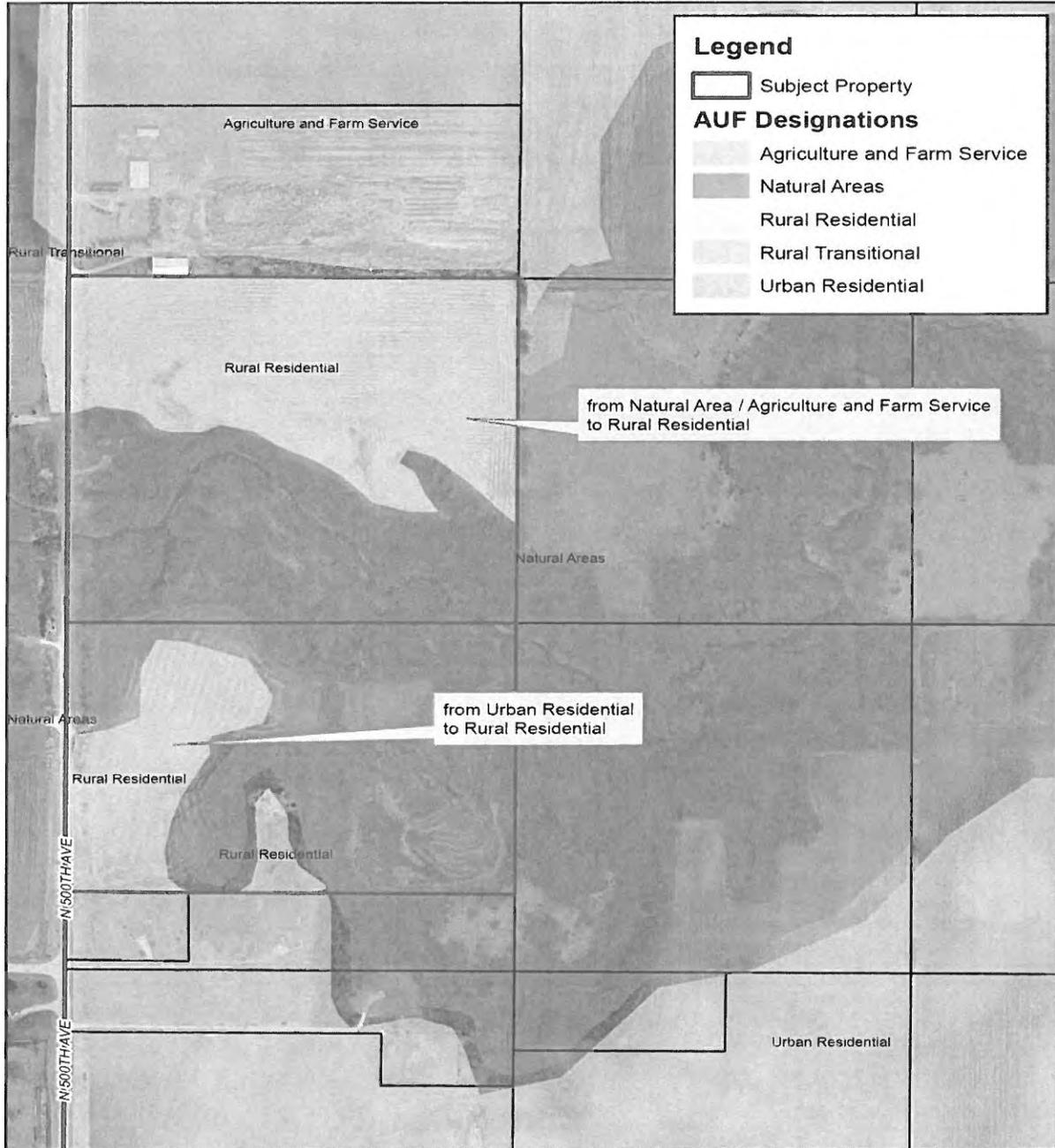
Natural Areas. The Rural Residential designation will not alter the intent of the Natural Area designation. The applicant has requested to alter the Natural Area to better reflect row crop production location. A change in the land use designation from "Agriculture and Farm Service" and "Urban Residential" to "Rural Residential" will maintain Natural Area along Onion Creek. Subdivisions within the Natural Area are prohibited.

Attachment A- Location Current AUF Land Use Designation



**Current Land Use
3554 North 500th Ave**

Attachment B-Proposed Land Use Designations



**Proposed AUF Classification Change
3554 N 500th Ave**

Attachment C- Applicants Narrative and Map

To: Justin Moore, Planner, city of Ames Planning and Housing Department

From: Chuck Winkleblack, Manager, Hunziker Companies

RE: Narrative for Whatoff property Urban Fringe plan amendment

Date: May 10, 2018

The Hunziker Companies represent a potential buyer for these two tracts of land totaling 75 acres on County line road located at 3554 N. 500th Ave. One house can be built on each parcel currently. The Buyer would like to change the configuration of the two existing parcels and be able to have four total building lots at the end of this process.

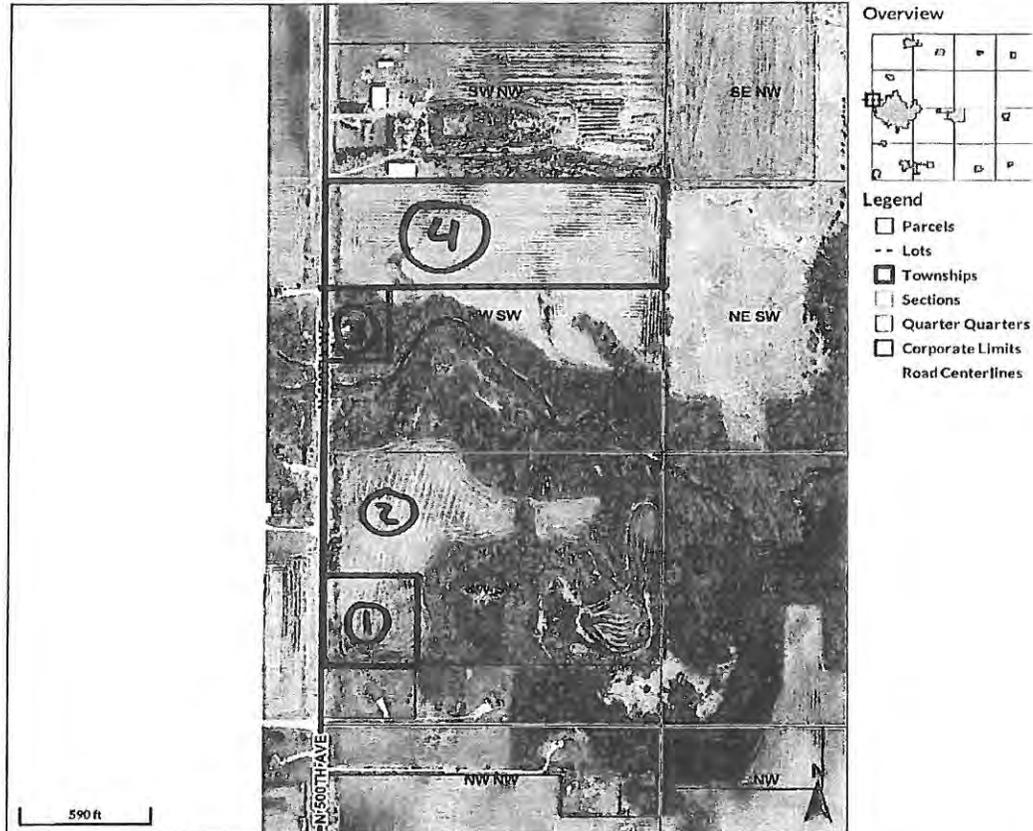
Attached is a map showing the approximate desired lot sizes and location. We believe that this configuration protects the natural areas and allows for two more houses to be built on the parcels than are currently allowed.

There is a current building site on lot 3. Lots 1 & 4 are all in areas that have been farmed in the past and not in any of the natural areas. Lot 2 will have a mix of natural area and farmed area.

It is our belief that this layout will be better for the environment by protecting the natural areas. It is likely that much of the area that has been farmed in the past will no longer be farmed when all four lots are developed thus providing better protection for the creek and reduce overall runoff into the watershed.

Attachment C (Cont.) Applicants Proposed Property Layout

 **Beacon**™ Story County, IA / City of Ames



Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:
 The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 5/10/2018
 Last Data Uploaded: 5/9/2018 10:01:50 PM

 Developed by
 The Schneider Corporation

Lot 1 = 4 acres
 Lot 2 = 52 acres
 Lot 3 = 3 acres
 Lot 4 = 16 acres

Attachment D: Common Goals for the Urban Fringe
(Excerpt from the Ames Urban Fringe Plan)

Common Goals for the Urban Fringe

The six principles discussed in the first section of this report guide the cooperation to plan and manage land uses in the Ames Urban Fringe, including intergovernmental coordination, prime agricultural land preservation, targeted growth, growth management, transitional land uses, and environmental protection. These principles are embodied in the following goals for the Urban Fringe.

Common Goal 1.1

To provide a balanced mix of land uses that is arranged to avoid conflicts and to maximize efficient delivery of municipal and county services and facilities.

Common Goal 1.2

To prevent premature development and preserve the most high value farmland in appropriate locations.

Common Goal 1.3

To provide a variety of housing opportunities in the Ames Urban Fringe in appropriate locations.

Common Goal 1.4

To provide adequate opportunities for commercial and industrial development in appropriate locations.

Common Goal 1.5

To coordinate development decisions with the efficient provision of public facilities and services.

Common Goal 1.6

To protect and preserve sensitive natural resources, including floodplains, woodland areas, wetlands, and other sensitive natural areas.

Common Goal 1.7

To secure a system of public and private open spaces throughout the Ames Urban Fringe that serves as a visual and recreational amenity.

Attachment E- Rural Residential AUF Policies

(Excerpt from the Ames Urban Fringe Plan)

RR Policy 1: This land use designation includes all single-family residential land uses/developments that involve maximum average net densities of one unit per acre.

RR Policy 2: Full urban infrastructure standards are not required. (Relates to RSACA Goal 2.6)

RR Policy 3: Decentralized wastewater treatment facilities and wells shall meet IDNR, county, and city standards. (Relates to RSACA Goal 2.6)

RR Policy 4: Encourage clustering of residential sites within these land areas to limit the short-term and long-term costs associated with infrastructure improvements and the distribution of public services. (Relates to RSACA Goal 2.6)

RR Policy 5: Make provisions to protect environmental resources, environmentally sensitive areas and adjacent Natural Areas. (Relates to RSACA Goal 2.3, 2.4)

RR Policy 6: Mitigate and manage stormwater run-off, soil erosion, and wastewater discharge from Rural Residential land uses according to IDNR and county standards. . (Relates to RSACA Goal 2.3)

RR Policy 7: Protect the rural character of the Rural Service and Agricultural Conservation Area through residential density requirements, buffering requirements between conflicting land uses and other appropriate transitions from urban to rural areas. (Relates to RSACA Goal 2.1)

RR Policy 8: Limit rural residential development on prime agricultural land. Assure that the development on prime agricultural land is farm-related and has adequate access to road systems and potable water. Development should not interfere with agricultural-related activities. . (Relates to RSACA Goal 2.1, 2.2, 2.5, 2.6).

RR Policy 9 Minimize the impact of non-agriculture development in rural areas on existing agricultural operations. . (Relates to RSACA Goal 2.1, 2.5)

Attachment F- Rural Service And Agricultural Conservation Area Policies
(Excerpt from the Ames Urban Fringe Plan)

RSACA Policy 1: Maintain farming and agricultural production as the predominant characteristic of the Rural Service and Agricultural Conservation (RSACA) Area.

RSACA Policy 2: Prohibit urban-scale growth and development in the Rural Service and Agricultural Conservation Area. (Relates to RSAC Goal 2.1)

RSACA Policy 3: Within the Rural Service and Agricultural Conservation Area, minimize conflicts between agricultural and non-agricultural land uses by educating residents and potential residents on the realities of rural living and by requiring adequate buffers between land uses. (Relates to RSAC Goal 2.1)

RSACA Policy 4: Permit agricultural/farmstead and strategically located rural residential development (areas at a large distance from municipal services) to use well water or other water systems in conformance with the standards of the Iowa Department of Natural Resources and respective County Boards of Health. (Relates to RSAC Goal 2.6)

RSACA Policy 5: Permit agricultural/farmstead and strategically located rural residential development (areas at a large distance from municipal services) to use on-site wastewater treatment systems where soils provide adequate drainage and filtration in conformance with the standards of the Iowa Department of Natural Resources and respective County Boards of Health. (Relates to RSAC Goal 2.6)

RSACA Policy 6: Limit development in areas that would create a need for the upgrade of roads before they are scheduled in the appropriate jurisdiction's capital improvements program. Where proposed development will potentially increase the traffic volumes in excess of the current road capacity, provide for the cost of road improvements at the time of development. (Relates to RSAC Goal 2.2)

Attachment G- Urban Service Area Policies
(Excerpt from the Ames Urban Fringe Plan)

USA Policy 1: Require land uses and the intensity of development within identified growth areas to be consistent with the Ames Urban Fringe Plan. (Relates to USA Goal 4.1)

USA Policy 2: Require all urban development to provide improvements consistent with the improvement standards, building codes, and service requirements adopted by the City of Ames to ensure adequate public facilities and building safety. (Relates to USA Goal 4.2)

USA Policy 3: Ensure that annexation is coordinated with the timely and efficient provision of adequate public facilities and services. (Relates to USA Goal 4.1, 4.4)

USA Policy 4: Require developments to provide adequate street, right-of-way, and drainage, bicycle, pedestrian and connected open space improvements. Such improvements should allow for adequate emergency access and ability to connect to municipal street networks in the future. (Relates to USA Goal 4.1)

USA Policy 5: At the time of development provide secure funding sources for the cost of new improvements and services required by new development. (Relates to USA Goal 4.3)

USA Policy 6: Ensure that development for which services may change from rural systems to urban infrastructure when available has guaranteed the costs for installation and connection to future urban infrastructure in an acceptable manner before recording final plats for development. (Relates to USA Goal 4.3)

USA Policy 7: Coordinate street and drainage improvement projects with other service providers to meet the demands from planned development more efficiently. Prior to constructing improvements, ensure that needed utility improvements are coordinated so new pavement will not need to be disturbed for planned upgrades. (Relates to USA Goal 4.4)

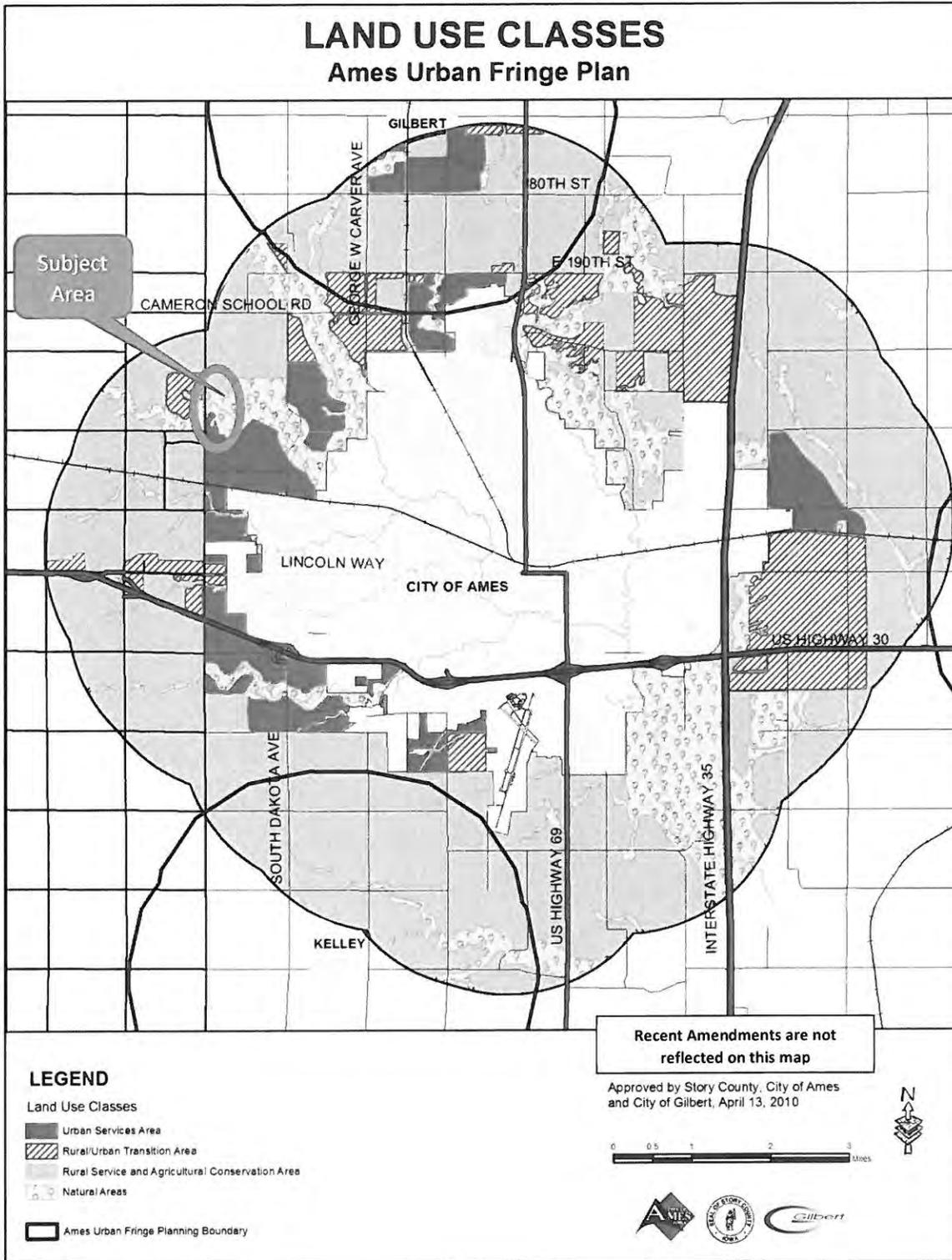
USA Policy 8: Promote coordination and cooperation among all fire prevention, emergency medical services, and law enforcement agencies. (Relates to USA Goal 4.4)

USA Policy 9: Support the provision for responsive, high-quality fire suppression and emergency medical services. Require that development have adequate access to emergency services. Coordinate the design, location, and construction of standpipes and fire hydrants with fire districts and the City of Ames Fire Department as needed to protect new development. (Relates to USA Goal 4.4)

USA Policy 10: Establish a process to enable the City of Ames to negotiate with the owners of property planned for park and recreation purposes prior to the approval of rezoning or subdivision applications. (Relates to USA Goal 4.4)

LAND USE CLASSES

Ames Urban Fringe Plan



DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared By: Emily Zandt, 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. 18-111**

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 Landus Cooperative, 2321 N. Loop Drive Suite 220, Ames, Iowa, involving the property hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, on June 6, 2018 the Story County Planning and Zoning Commission recommended approval (vote 6-0) of the proposed amendment to the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* from the Agricultural Conservation 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 Agricultural Conservation 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 Landus Cooperative involving real estate described on Attachment A and shown on Attachment B be approved.

Dated this 12th day of June, 2018.



Rick Sanders, Chair
Board of Supervisors
Story County, Iowa



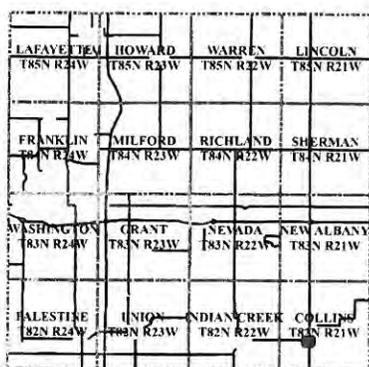
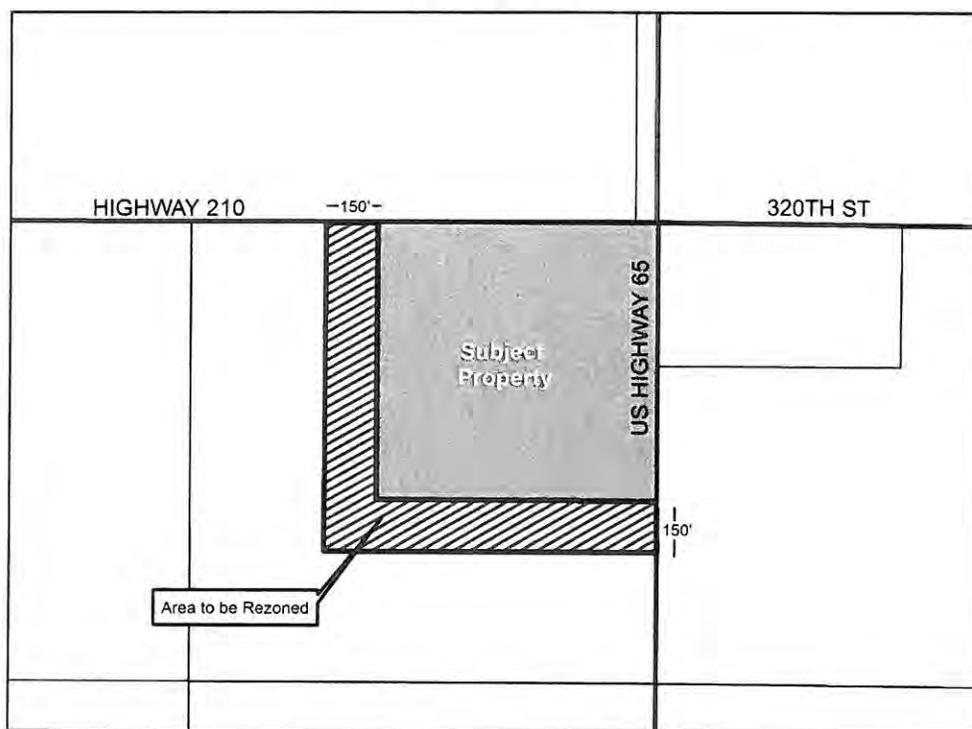
Lucy Martin, County Auditor
Story County, Iowa

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

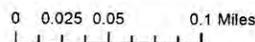
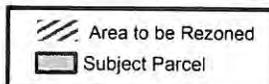
ATTACHMENT "A"

Parcel C of the Northeast Quarter of the Northwest Quarter of Section 29, Township 82 North, Range 21 West of the 5th P.M., in Story County, Iowa, as shown on the plat of survey filed in the office of the Story County Recorder on March 28, 2018, as Instrument No. 2018-02409, Slide 600, Page 3, EXCEPT that part of said Parcel C as was previously included in Parcel B of the Northeast Quarter of the Northeast quarter of Section 29, Township 82 North, Range 21 West of the 5th P.M., in Story County, Iowa, as shown on the plat of survey filed in the office of the Story County Recorder on August 2, 2007, as Instrument No. 2007-09050, Slide 310, Page 5.

ATTACHMENT "B"



REZ02-18
Land Use Cooperative Rezoning
Parcel #: 1629200230



Map created on
 5/25/2018
 by the
 Story County
 Planning and Development
 Department



DISCLAIMER:
 Story County's digital cadastral 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: Emily Zandt, 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. 272

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 June 6, 2018, recommended approval (vote 6-0) of the requested rezoning amendment submitted by Landus Cooperative, 2321 N. Loop Drive, Ames, 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 Landus Cooperative, 69866 Highway 210, Collins, Iowa be amended from the A-1 AGRICULTURAL ZONING DISTRICT TO THE A-2 AGRIBUSINESS DISTRICT

GENERAL PROPERTY LOCATION:

Collins Township, Section 29, south of the City of Collins, located on the west side of US Highway 65 and south of Highway 210, and identified as parcel #16-29-200-230 and as described on Attachment A, and;

WHEREAS; the proposed rezoning area is 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. 272 requesting the Story County Zoning Map amendment from the A-1 Agricultural District to the A-2 Agribusiness District.

Action upon FIRST Consideration: Approved
DATE: June 12, 2018

Moved by: Olson
Seconded by: Chitty
Voting Aye: Olson, Chitty, Sanders
Voting Nay: None
Not Voting: None
Absent: None

Action upon SECOND Consideration: Waived 6/12/18
DATE: June 19, 2018

Moved by: _____
Seconded by: _____
Voting Aye: _____
Voting Nay: _____
Not Voting: _____
Absent: _____

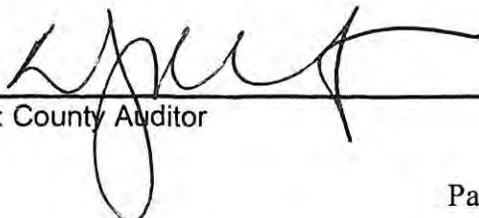
Action upon THIRD Consideration: Waived 6/12/18
DATE: June 26, 2018

Moved by: _____
Seconded by: _____
Voting Aye: _____
Voting Nay: _____
Not Voting: _____
Absent: _____

ADOPTED THIS _____ day of _____, _____.



Story County Board of Supervisors



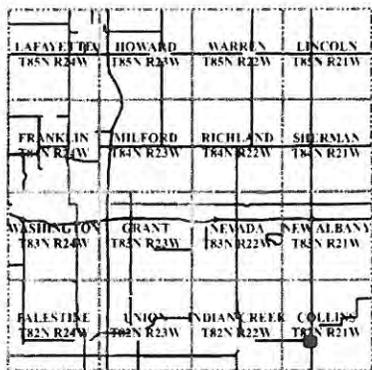
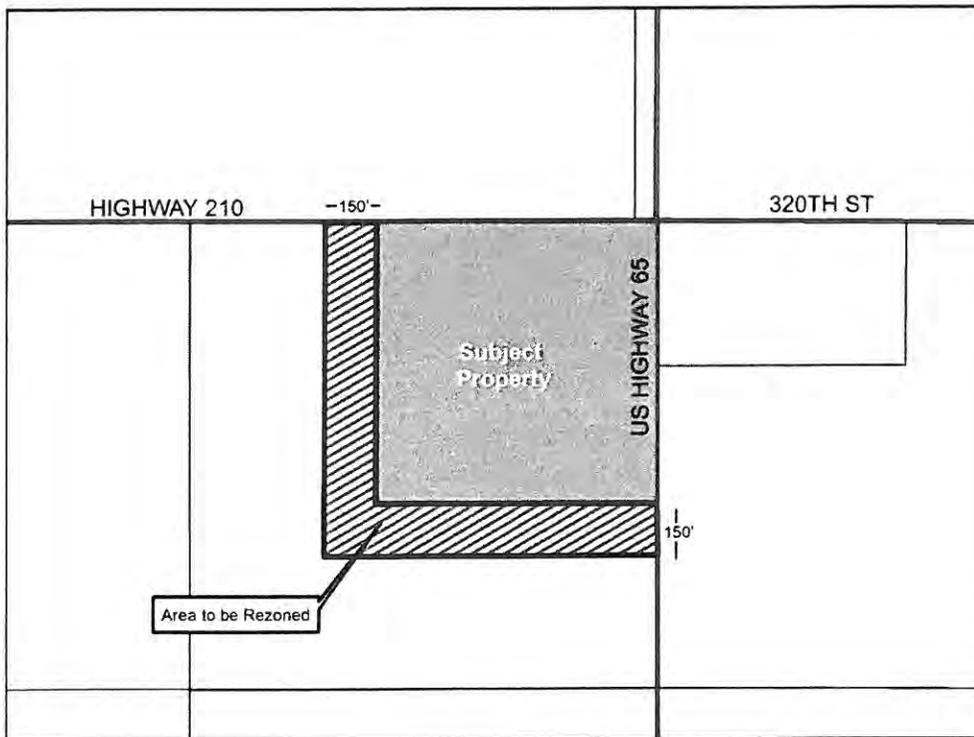
ATTEST: County Auditor

ATTACHMENT "A"

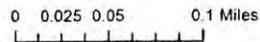
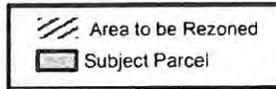
Legal Description of Rezoning Area

Parcel C of the Northeast Quarter of the Northwest Quarter of Section 29, Township 82 North, Range 21 West of the 5th P.M., in Story County, Iowa, as shown on the plat of survey filed in the office of the Story County Recorder on March 28, 2018, as Instrument No. 2018-02409, Slide 600, Page 3, EXCEPT that part of said Parcel C as was previously included in Parcel B of the Northeast Quarter of the Northeast quarter of Section 29, Township 82 North, Range 21 West of the 5th P.M., in Story County, Iowa, as shown on the plat of survey filed in the office of the Story County Recorder on August 2, 2007, as Instrument No. 2007-09050, Slide 310, Page 5.

ATTACHMENT "B"



REZ02-18
Landus Cooperative Rezoning
Parcel #: 1629200230



Map created on
 5/25/2018
 by the
 Story County
 Planning and Development
 Department



DISCLAIMER
 Story County's digital cadastral data is a representation of recorded plats and surveys to 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.

Staff Report

Story County
Board of Supervisors

Date of Meeting:
June 12, 2018

Case Number REZ02-18

Story County Zoning Map Amendment Request from the A-1 Agricultural District to the A-2 Agribusiness District and a Story County Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map Amendment Request from the Agricultural Conservation Area to the Commercial-Industrial Area

APPLICANT: Landus Cooperative
2321 N Loop Drive, Suite 220
Ames, IA 50010

STAFF PROJECT MANAGER: Emily Zandt, Planner

SUMMARY:

Landus Cooperative has acquired 150' to the west and 150' to the south (6.03 gross acres) of its original 14.70 gross acre site in order to move a proposed scale seven feet to the south for the new grain processing facility that was approved by the Board of Supervisors on March 20, 2018.

In order to move the scale to the south, the applicant is requesting approval of a rezoning from the A-1 Agricultural District to the A-2 Agribusiness District and a Story County Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map Amendment Request from the Agricultural Conservation Area to the Commercial-Industrial Area for the 6.03 gross acre area recently acquired. At their meeting on June 6, 2018, the Story County Planning and Zoning Commission recommended approval (6-0) of the rezoning and C2C Future Land Use Map amendment.





Property Information

PROPERTY OWNER

Landus Cooperative
2321 N Loop Drive, Suite 220
Ames, IA 50010

GENERAL PROPERTY LOCATION

Section 29 of Collins Township, located on the south side of Highway 210 and the west side of US Highway 65

LEGAL DESCRIPTION OF AREA TO BE REZONED

Parcel C of the Northeast Quarter of the Northwest Quarter of Section 29, Township 82 North, Range 21 West of the 5th P.M., in Story County, Iowa, as shown on the plat of survey filed in the office of the Story County Recorder on March 28, 2018, as Instrument No. 2018-02409, Slide 600, Page 3, EXCEPT that part of said Parcel C as was previously included in Parcel B of the Northeast Quarter of the Northeast quarter of Section 29, Township 82 North, Range 21 West of the 5th P.M., in Story County, Iowa, as shown on the plat of survey filed in the office of the Story County Recorder on August 2, 2007, as Instrument No. 2007-09050, Slide 310, Page 5.

AREA TO BE REZONED

Parcel C except previous Parcel B or the west 150' of and south 150' of Parcel C

PARCEL IDENTIFICATION NUMBER

16-29-200-230

SIZE OF REZONING AREA

6.03 gross acres

CURRENT ZONING

A-1 Agricultural

CURRENT LAND USE

The area to be rezoned is currently in row crop production.

FUTURE LAND USE MAP DESIGNATION

The *Story County Cornerstone to Capstone (C2C) Comprehensive Plan* currently designates this property as Agricultural Conservation Area on the Future Land Use Map.

CITIES WITHIN TWO MILES

Collins

Background

The applicant proposes to re-zone 6.03 gross acres, which includes the west 150' and south 150' of the 20.72 gross acre subject property, which is located in the southwest corner of the Highway 210 and US Highway 65 intersection and adjacent to the Landus Cooperative



Property. The proposed rezoning is from the A-1 Agricultural District to the A-2 Agribusiness District to accommodate the relocation of a scale, which is a part of the company's current expansion improvements adding grain bins and elevator equipment. This project was previously approved (March 20, 2018) and is currently under construction.

The subject property is approximately ¼ miles south of the City of Collins. The existing parcel (Parcel C) was created in 2018 when Parcel B (divided from the original quarter quarter in 2007) was enlarged 150' to the west and 150' to the south.

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

- 93.12% is used for agricultural
- 5.03% is used for commercial
- 1.85% is used for residential

Adjacent Land Use:

North – 125.49 net acre agricultural parcel in row crop production

West/South – 19.28 gross acre agricultural parcel in row crop production

East – 5.92-net acre farmstead; 32.05-net acre agricultural parcel in row crop production

There are a total of four (4) single-family dwellings within ¼ mile of the subject property.

There is no Special Flood Hazard Area as defined by FEMA within the proposed rezoning area. This property is not within a public drainage district.

C2C Plan

The west 150' and the south 150' of the subject property is currently designated Agricultural Conservation Area on the C2C Comprehensive Plan Future Land Use Map. The proposed amendment to the Future Land Use Map is to change the 6.03 gross acre area to the Commercial-Industrial Area designation, which is consistent with the remainder of the parcel, the existing Landus Cooperative Property.

“The Commercial-Industrial Area designation supports 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.”

Proposed Use

Landus Cooperative has requested the rezoning and amendment to the C2C Future Land Use Map designation to accommodate the relocation of a previously approved scale south of the existing A-2 zoning district area. Landus Cooperative acquired the original 12.82 net acre site in 2016 and submitted a commercial site plan for a grain processing facility in 2018. The Story County Board of Supervisors approved the site plan for the \$14 Million facility on March 20, 2018. Shortly thereafter, a Plat of Survey enlarging the existing parcel was recorded. This area



included 150' to the west of and 150' to the south of the original parcel. This is the proposed area to be rezoned.

Analysis

Rezoning Standards of Approval

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

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

Applicant Response: The A-2 Agribusiness District is considered compatible in the Commercial-industrial Area Future Land Use Designation. This area is immediately adjacent to an A-2 Agribusiness District and the Commercial-Industrial Area Future Land Use Map Designation.

Staff Comment: The C2C Plan Zoning Compatibility Matrix indicates that the A-2 District is compatible with the Agricultural Conservation Area and the Commercial-Industrial Area Future Land Use Designations. A majority of the property is already designated as Commercial-Industrial Area. Amending the C2C Plan Future Land Use Map Designation will be consistent with the rezoning and planned use of the property.

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

Applicant Response: Our current construction site has been zoned for A-2. The addition of 150' of land connected to our property to the south and west is zoned for A-1. Beyond this property, we are still surrounded by A-1 property which is consistent with the land use in this area.

Staff Comment: The proposed use of the subject property aligns with the proposed rezoning of the property. Grain Processing facilities are strongly interrelated with agriculture uses and is best located in an agricultural setting. The LESA score for this property is 265 and therefore is lower than the 267-300 point threshold. This property is surrounded by the A-1 Agricultural District, which is required in the Story County Land Development Regulations.

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

Applicant Response: The property surrounded by the A-1 Agricultural District and agricultural uses.

Staff Comment: Over 93% of the land within one half mile of the subject property is used for agricultural purposes and is highly productive for agricultural use. It is anticipated that this area will remain agricultural due to the Agricultural Conservation designation on C2C Future Land Use Map.

- D. 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. The rezoning area was previously in row crop production.

- E. 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: *The LESA score of this property is 265, which is lower than the threshold.*

C2C Future Land Use Map Amendment Standards

According to Section 92.08(1) of the *Story County, Iowa Code of Ordinances*, applicable standards for approval include:

- a. The extent to which the change would be consistent with the comprehensive plan goals and policies.

The Commercial-Industrial Area of the C2C Plan Future Land Use Map is described as a designation that “supports 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 proposed change is immediately adjacent to a Commercial-Industrial Designated Area. It is located along Highway 210 and US Highway 65, existing infrastructure in Story County. There are no anticipated negative financial impacts to Story County. Only a small portion of land will be removed from row crop production with this request.

- b. Evidence demonstrating the reason(s) why the plan should be changed, including but not limited to whether new information has become available since the comprehensive plan was adopted that supports reexamination of the plan, or that existing or proposed development offer new opportunities or constraints that were not previously considered.

Landus Cooperative is investing over \$14 million dollars to meet the growing needs of agricultural producers in Story County. The rezoning request is for an area acquired to better accommodate traffic flow for users and therefore assist in improving onsite safety for customers.

- c. Whether or not the change is needed to allow reasonable development of the site.

The requested change is to allow Landus to move a previously approved scale to the south in order to provide better onsite traffic circulation and safety for customers. This will reduce the back up of vehicles onsite, minimizing the potential for back-up on Highway 210.



- d. The relationship of the proposed amendment to the supply and demand for the particular land uses within the county and immediate vicinity of the site.

The grain processing facility is an established use at this site. Landus is currently expanding its operations and more space is needed to optimize circulation of customer vehicles. The grain processing facility will help to decrease the shortage of grain storage and processing in southeast Story County.

- e. A demonstration that the proposed amendment has merit beyond the interests of the applicant.

The ability to provide better traffic flow on the site will create a more efficient use by their customers on the site. The Landus Cooperative improvements are in response to accommodating the demands of customers.

- f. The possible impacts of the amendment on all specific elements of the comprehensive plan as may be applicable, including but not limited to:

1. Vision and Goals; *No impacts anticipated.*
2. Goals, Objectives and Strategies as related to the following from the C2C Plan: Agricultural Resources, Community Facilities and Services, Communications and Public Safety, Emergency Preparedness, Cultural Resources, Infrastructure and Utilities, and Intergovernmental Coordination; *No impacts anticipated.*
3. Conservation of Natural Resources and Recreation; *No impacts anticipated.*
4. Land Use; *The proposed designation (Commercial-Industrial Area) is consistent with the designation on a majority of the site. This is a prime location for a grain processing facility as it is surrounded by agricultural production and is ¼ miles outside of Collins.*
5. Economic Prosperity; *The improvements to the site will increase the tax base in Story County.*
6. Transportation. *No impact is anticipated on adjacent roads.*

- g. Consideration of the fiscal impact of the proposed amendment to Story County. *Highway 210 and US Highway 65 are existing paved roads/infrastructure. There will be no known fiscal impacts to Story County.*

Comments

The following comments are part of the official record of the proposed **Story County Zoning Map Amendment, Case No. REZ02-18**. 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 May 24, 2018. The following are comments that were provided by the Conceptual Review Team:

Story County Assessor's Office:

The additional acres will be valued as excess commercial acres for the 2019 Assessment.



Story County Environmental Health Department:

Environmental Health has issued a permit for septic.

Story County Planning and Development Department:

1. Provide a written legal description and size area of the proposed rezoning area (rezoning survey).
2. Submit written responses to the Standards of Approval for a Zoning Map Amendment (Land Development Regulations Ch. 92.06.2)
3. Aside from the scale and circulation, are there any other potential uses for the area to be rezoned?
4. Please describe the timing of the moving the scale to the south. What is the planned timing of the construction of the office building?
5. The C2C Comprehensive Plan Future Land Use Map designates this property as Agricultural Conservation Area. This will need to be amended to the Commercial/Industrial Area designation.
6. Submit written Statement of Justification to the standards outlined in 92.08 Amending the C2C Comprehensive Plan.
7. The rezoning process includes review and recommendation by the Story County Planning and Zoning Commission at a public hearing and action by the Story County Board of Supervisors at a public hearing. The zoning map amendment is completed through an ordinance. The C2C Comprehensive Plan Future Land Use Map is amended via a resolution. Notices will be sent to property owners within ¼ mile and to cities within 2 miles of the proposed rezoning area and notice of the three public hearings held by the Board of Supervisors will be published in 3 newspapers. If the ordinance is approved, the ordinance will be published in the 3 newspapers again.

Comments from the General Public

A Notice of Public Hearing was published in the three County designated newspapers on May 31, 2018.

Notice letters were sent to property owners within ¼ mile of the proposed rezoning and to the City of Collins on May 25, 2018 regarding the Planning and Zoning Commission Meeting on June 6, 2018 and the Board of Supervisors Meeting on June 12, 2018.

Planning and Development has received no comments from the general public or the City of Collins at the time the staff report was prepared.

Conditions of Approval

According to Section 92.06(4) of the *Story County, Iowa Code of Ordinance's*, as a part of an ordinance authorizing an amendment, supplement or change in a district, or from one district to another district, the Board of Supervisors may impose conditions on a property owner, heirs and assigns, which are in addition to existing regulations if the additional conditions have been agreed to in writing by the property owner before the required public hearing or any adjournment of the hearing regarding the third consideration of the application.



Story County Planning and Development Staff recommend no conditions.

Staff Recommendation

Story County Planning and Development Staff support the proposed rezoning from the A-1 Agricultural District to the A-2 Agribusiness District and the C2C Future Land Use Map Amendment from the Agricultural Conservation Area to the Commercial-Industrial Area. Staff recommends that the Board of Supervisors approve the request on the first consideration, waiving the second and third considerations, allowing Landus to maintain their existing construction schedule, based on the following:

1. Additional land is needed for further expansion and the existing property is zoned A-2 Agribusiness to provide space for the proposed scale and to improve on site circulation of customer semi-trucks.
2. The grain processing facility is interrelated to agriculture and is surrounded by agricultural row crops. This is also required in the Story County Land Development Regulations.
3. The proposed rezoning conforms to the Story County C2C Comprehensive Plan.
4. The proposed use conforms to the Statement of Intent and the regulations of the A-2 Agribusiness District.
5. A small portion of land will be removed from row crop production for this request.
6. The proposed use will conform to surrounding land use and development patterns.
7. Planning and Development staff have received no comments from the general public regarding this request.

Planning and Zoning Commission Recommendation

At their June 6, 2018 meeting, the Story County Planning and Zoning Commission recommended approval (6-0) of the proposed rezoning from the A-1 Agricultural District to the A-2 Agribusiness District and the C2C Future Land Use Map Amendment from the Agricultural Conservation Area to the Commercial-Industrial Area.

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 A-1 Agricultural District to the A-2 Agribusiness District and the Story County C2C Future Land Use Map Amendment from Agricultural Conservation Area to the Commercial-Industrial Area as put forth in case REZ02-18 and waives the second and third considerations.**
2. The Story County Board of Supervisors approves the proposed Story County Zoning Map Amendment from the A-1 Agricultural District to the A-2 Agribusiness District and the Story County C2C Future Land Use Map Amendment from Agricultural Conservation Area to the



Commercial-Industrial Area as put forth in case REZ02-18 with conditions and waives the second and third considerations.

3. The Story County Board of Supervisors denies the proposed Story County Zoning Map Amendment from the A-1 Agricultural District to the A-2 Agribusiness District and the Story County C2C Future Land Use Map Amendment from Agricultural Conservation Area to the Commercial-Industrial Area as put forth in case REZ02-18.
4. The Story County Board of Supervisors remands the proposed Story County Zoning Map Amendment from the A-1 Agricultural District to the A-2 Agribusiness District and the Story County C2C Future Land Use Map Amendment from Agricultural Conservation Area to the Commercial-Industrial Area as put forth in case REZ02-18 back to the applicant and/or staff for additional information, and directs staff to place the first consideration on a future Story County Board of Supervisors Agenda.

Story County Planning and Development

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

TEXT, ZONING, AND C2C PLAN AMENDMENTS



1. Property Owner*

(Last Name) Landus
 (First Name) Cooperative
 (Address) 2321 N Loop Dr. Suite 220
 (City) Ames (State) IA (Zip) 50010
 (Phone) 515-817-2195 (Email) roger.hayes@landuscooperative.com

2. Applicant (if different than owner)

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

3. Property Address 69866 Hwy 210, Collins, IA 50055

Parcel ID Number(s) 1629200230

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 *Roger Hayes* Date 5-23-2018
 Applicant Signature *Roger Hayes* Date 5-23-2018

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: A1
 Proposed District: A2
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: Agriculture/Conservation
 Proposed Designation: Commercial Industrial Area
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

RECEIVED

MAY 24 2018

**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.

STORY CO. PLANNING
 RECEIPT DEVELOPMENT
 Receipt Amount \$350

5091601



To: Story County Planning and Development

From Landus Cooperative

Statement of Justification addressing Standards for Approval

To whom it may concern:

For improved traffic flow and safety, we want to move our south scale approximately 7-10 ft further south onto the additional land we purchased directly connected south of the original property.

The placement of the scale on the existing plan requires traffic to cross paths with incoming grain receiving and load out trucks. With the movement of the scale further south, we can have the bypass lane north of the scale, eliminating traffic congestion at the scale and load out pit.

By adding an additional 150' to our property south and west, we are still over 135' from the setback line.

Our current construction site is zoned for A2 and is surrounded by A1 zoned land that we purchased.

If you have any questions, please let me know.

Thanks,

A handwritten signature in black ink that reads "Roger Hayes". The signature is fluid and cursive, with a prominent initial "R" and a long, sweeping tail.

Roger Hayes

515-817-2195 (Work)

515-835-2995 (Cell)



To: Story County Planning and Development

From Landus Cooperative

Statement of Justification addressing Standards for Approval

To whom it may concern:

Our current construction site has been zoned for A-2. The addition of 150' of land connected to our property to the south and west is zoned for A-1. Beyond this property, we are still surrounded by A-1 property which is consistent with the land use in this area.

With our investment of over \$14 million, we are expanding our current operations in Collins to meet our customers and member's agricultural needs with increased capacity of grain processing. The additional small parcel of land we acquired was to accommodate better traffic flow for farmers, which increases the speed they are able to dump corn/beans and return to the field. This is a huge cost savings to the farmers in Story County.

The placement of the scale on the existing plan requires traffic to cross paths with incoming grain receiving and load out trucks. By rezoning this additional strip of land, we are able to move the scale further south on this A-1 zoned land we purchased, we can have the bypass lane north of the scale, eliminating traffic congestion at the scale and load out pit. With the increased speed, we reduce or eliminate long wait lines during harvest, which sometimes caused congestion on Hwy 210.

This additional parcel will have no negative financial impacts to Story County. With the additional capacity, there is additional tax revenue for Story County. Also, the paved roads (Hwy 210 and Hwy 65), the improved tax base for the county, will have a positive fiscal impact on Story County.

This will allow us additional area to expand our agricultural operations further in the future if needed.

If you have any questions, please let me know.

Thanks,

Roger Hayes

515-817-2195 (Work)

515-835-2995 (Cell)

INDEX LEGEND

SECTION: 29
 TOWNSHIP: 82 N
 RANGE: 21 W
 COUNTY: STORY
 LOCATION: 29-82-21

ENLARGEMENT OF PARCEL "B" NOW DESCRIBED AS PARCEL "C"

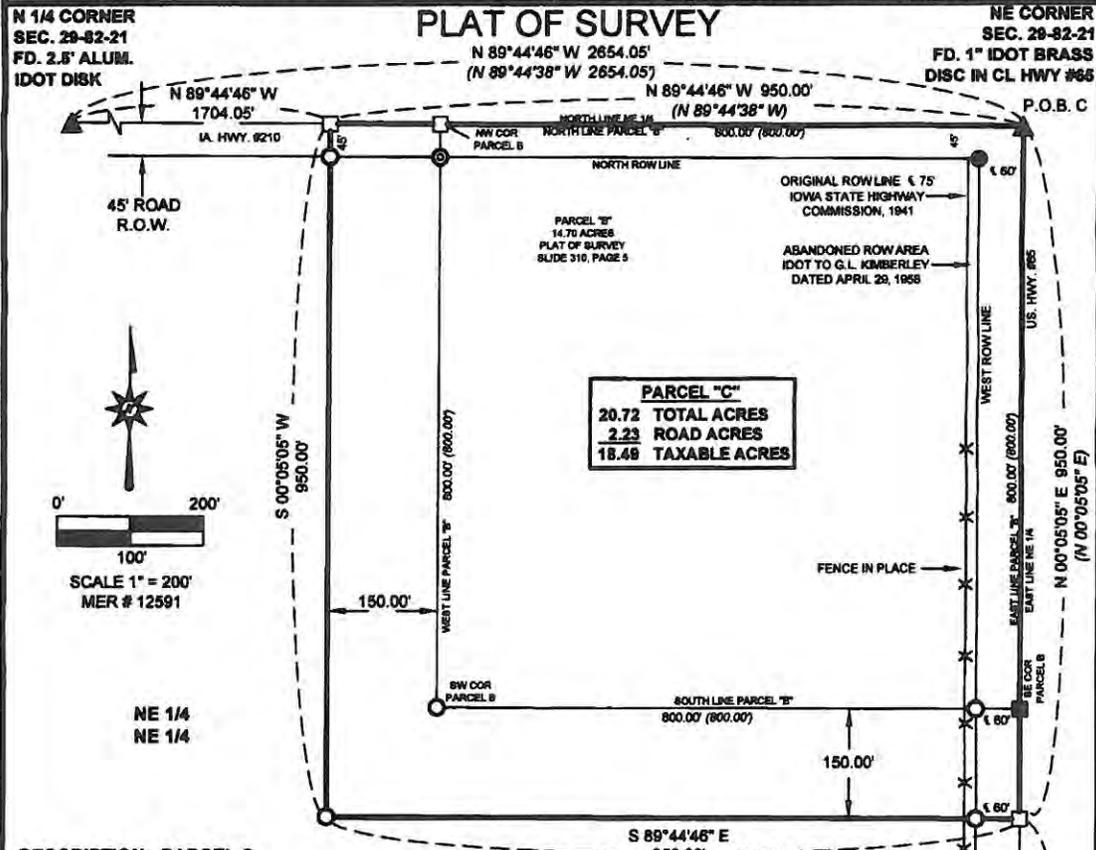
SURVEY IN THE NE 1/4 NE 1/4 OF 29-82-21 STORY COUNTY, IOWA

PROPRIETOR: THOMAS KIMBERLEY, ETAL
 REQUESTED BY: LANDUS COOPERATIVE

MER ENGINEERING INC.
 109 REGENCY WEST COURT
 FORT DODGE, IOWA 50501
 RETURN TO:
 JON MYERS - SURVEYOR 515-955-3636 - OFFICE
 jmyers@mereng.com 515-955-3788 - FAX

Instrument #: 2018-02409
 03/28/2018 02:23:19 PM Total Pages: 1
 SURV SURVEYS AND PLATS
 Recording Fee: \$ 7.00
 Stacie Herridge, Recorder, Story County Iowa

Slide 600 Page 3



DESCRIPTION: PARCEL C

PARCEL B, AS SHOWN ON THE PLAT OF SURVEY IN SLIDE 310 AT PAGE 5 IN THE STORY COUNTY RECORDER'S OFFICE; AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE 1/4 NE 1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP EIGHTY-TWO (82) NORTH, RANGE TWENTY-ONE (21) WEST OF THE 5TH P.M., STORY COUNTY, IOWA, ALL TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 89°44'46" WEST 950.00 FEET, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29; THENCE LEAVING SAID NORTH LINE, SOUTH 00°05'05" WEST 950.00 FEET; THENCE SOUTH 89°44'46" EAST 950.00 FEET TO THE EAST LINE OF SAID NE 1/4; THENCE NORTH 00°05'05" EAST 950.00 FEET, TO THE POINT OF BEGINNING.

PARCEL CONTAINS 20.72 ACRES, WHICH INCLUDES 2.23 ACRES OF EXISTING PUBLIC RIGHT OF WAY AND IS SUBJECT TO EASEMENTS OF RECORD. NOTE: FOR THE PURPOSE OF THIS SURVEY, THE EAST LINE OF THE NORTHEAST QUARTER IS ASSUMED TO BEAR NORTH 00°05'05" EAST.

P.O.B. C = POINT OF BEGINNING FOR PARCEL "C"

THIS PLAT IS AN ENLARGEMENT OF PARCEL B, AS SHOWN ON THE PLAT OF SURVEY FILED IN SLIDE 310, AT PAGE 5.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Jon Myers
 JON MYERS
 LICENSE NUMBER 22875
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2018
 PAGES COVERED BY THIS SEAL 1

March 26, 2018 (DATE)

LEGEND

SECTION CORNER FOUND	▲
PROPERTY CORNERS SET	○
5/8"x24" REBAR W/ YLLW CAP #22875	○
MAG NAIL SET	□
PROPERTY CORNERS FOUND	●
5/8" REBAR W/ ORG. CAP #8652	●
MAG NAIL FOUND	●
10" SPIKE W/ WASHER	●
RECORD DIMENSIONS	(100.00)
MEASURED DIMENSIONS	100.00'
FENCE IN PLACE	—x—

Story County Board of Supervisors AIMP Presentation

APPROVED **DENIED**

Board Member Initials: _____

Meeting Date: 6-12-18

Follow-up action: _____

5/24/2018

DAPL Agricultural Impact Mitigation Plan

Violations

There are four major areas of agronomic concerns:

- Mixing of topsoil (A horizon) with parent material (C horizon)
- Soil compaction and drainage
- Negative change in available nutrients and soil microbial life for plant growth
- Failure to remediate those issues which can be remediated

Soil sampling results in Boone County

- Johnson (IA-B0-028.000 & IA-B0-033.000)
- Soil sampling showed a major change in microbial life of the soil in the disturbed area of the pipeline ROW.

Location	Total Microbial Life	Total Bacteria	Total Fungi
ROW IA-B0-028	35% reduction	76% reduction	20% reduction
ROW IA-B0-033	12% reduction	22% reduction	51% reduction

Percent Reduction in Microbial Life in Pipeline ROW on tract IA-B0-028 & IA-B0-033
 Data from soil samples taken 11-26-2017 analyzed at Ward Laboratories, Inc. Kearney, Nebraska

Soil sampling results in Webster County

- Puntteney (IA-WE-078.000)
- Soil sampling showed a major change in microbial life of the soil in the disturbed area of the pipeline ROW.

Location	Total Microbial Life	Total Bacteria	Total Fungi
Pipeline ROW	23% reduction	21% reduction	22% reduction

Percent Reduction in Microbial Life in Pipeline ROW on tract IA-WE-078
Data from soil samples taken 11-26-2017 analyzed at Ward Laboratories, Inc. Kearney, Nebraska

Johnson IA-B0-028.000 Soil Sample results Boone County

Minerals	%Reduction	%Increase
Calcium		9**
Magnesium		14**
Sodium	16*	
Phosphorus		2
Potassium	25*	
Zinc		14
Manganese	37*	
Iron		26
Copper		12
Boron		11

* Fixable in 3-5 years: ** Possibly Fixable in 5 to ?? years

5/24/2018

Johnson IA-B0-033.000 Soil Sample results Boone County

Minerals	%Reduction	%Increase
Calcium		17**
Magnesium		6**
Sodium		5**
Phosphorus	24*	
Potassium	32*	
Zinc	25*	
Manganese	67*	
Iron	42*	
Copper	2*	
Boron		19

* Fixable in 3-5 years: ** Possibly Fixable in 5 to ?? years

5/24/2018

Puntenney IA-WE-078.000 Soil Sample results Webster County

Minerals	%Reduction	%Increase
Calcium		42**
Magnesium		57**
Sodium		16
Phosphorus	64*	
Potassium	20*	
Zinc	33*	14
Manganese	48*	
Iron	60*	
Copper		28
Boron		50

* Fixable in 3-5 years: ** Possibly Fixable in 5 to ?? years

Soil Mineral analysis

- Soil mineral analysis on two tracts in Boone county and one tract in Webster country showed significant decreases in available phosphorus, potassium, zinc and manganese which is indicative of mixing parent material with topsoil. (Fixable 3-5 years)
- Mineral analysis on these three tracts also indicated a major increase in calcium and magnesium again indicative of mixing parent material with topsoil. (Possibly fixable in 5-?? Years)
- These mineral changes cause substantially lower crop yields as they change the ph and available micronutrients for proper row crop plant growth.

5/24/2018

Drainage/Erosion Issues

- Repeated traffic with heavy equipment on wet, high clay content soils (parent material) has created severe and deep soil compaction issues.
- Severe and deep compaction, lack of adequate topsoil replacement and improper restoration of topography has caused major sheet and rill erosion.
- DAPL did not mound/crown the trench per the AIMMP. As Soil settles a depressional area will develop on top of the pipeline trench causing the need for additional remediation.

Crop Loss

- Crop loss is due to not enough topsoil being put on top of the subsoil: due to changes in soil structure: due to microbiology changes: all of which will take several years to re-establish.
- Parent material (yellow clay) was mixed into the topsoil and will cause crop loss and other issues for decades.

Working When Ground is Too Wet

- Compaction was caused by working in extremely wet conditions, which was prohibited under the AIMIP
- Compaction layer will be an issue for decades, as it is well below what any subsoil ripper can remediate. (Compaction exceeding 300psi will prevent root development and stunt plant growth)

Crop Soils Remediation

- Available nutrient levels for crop production
 - *Evaluation* of the top eight inches of soil for organic mater, pH, mineral content including micronutrients
- Change in soil microbial life
 - *Inoculation* with various strains of microbial life may be needed
- Soil compaction
 - *Alleviate* soil compaction to levels less than 300psi to provide for adequate root penetration
- Water movement through the soil
 - *Resolve* all problems in the soils which are preventing the movement of water through the soil profile

ASSET Policies and Procedures Updates
(Approved by the ASSET Board on May 10, 2018)

- Page 3 – Section 3 C, changed number of panel representatives from three to one and removed “APR” acronym.
- Page 6 – Section 8 changed to read the same way as Section 3 C mentioned above.
- Page 8 – Added letter E to reflect new requirement of agency board minutes submittal.
- Page 9 – Section 16 A reworded to reflect May vs May 1st.
- Page 16 – Updated service names for 3.07 (Battering Relief to Domestic Abuse Crisis and Support) and 3.08 (Rape Relief to Sexual Abuse Crisis and Support).
- Page 19 – Changed deadline for New/Expanded Services from August 1st to June 1st.

~~APPROVED~~ DENIED

Board Member Initials: RS

Meeting Date: 6-12-18

Follow-up action: _____

ASSET

POLICIES & PROCEDURES

July 2018

www.storycountyasset.org

Sponsoring Organizations:

City of Ames
Story County
Central Iowa Community Services
United Way of Story County
ISU Student Government

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POLICIES AND PROCEDURES FOR ASSET

By agreement among sponsoring organizations (Funders), a team shall be authorized by all sponsors but separate from any sponsor. The name of this process is "Analysis of Social Services Evaluation Team" or "ASSET."

I. PURPOSE

- A. To promote coordination of human services planning and funding among the sponsoring organizations.
- B. To assess the human services needs in Story County and evaluate the capabilities of agencies to provide the programs that meet those needs.
- C. To provide funding recommendations to the governing bodies of the sponsoring organizations.

II. SPONSORING ORGANIZATIONS

- A. Ames City Council (City)
- B. Story County Board of Supervisors (County)
- C. Central Iowa Community Services Mental Health/Disability Services Region (CICS)
- D. United Way of Story County (UWSC)
- E. ISU Student Government

III. TEAM STRUCTURE (subject to change and pending approval by ASSET funders)

- A. The City, County, UWSC, and ISU Student Government shall each appoint five (5) volunteers as voting members of the team (Volunteers). Due to the nature of the services funded by CICS, CICS shall appoint three (3) volunteers as voting members of the team (Volunteers).
- B. The City, County, CICS, UWSC, and ISU Student Government shall each appoint one staff person. The staff appointees shall be non-voting members for the purpose of ASSET business (Staff).
- C. One Agency Panel Representative (APR) for each panel, ^{may be} ~~elect~~ selected by the Human Services Council, from ASSET funded agencies, ~~shall be~~ to serve as a non-voting members of ASSET. ~~may be~~
- D. The Administrative Assistant shall be a contract position paid jointly by the Funders through a 28E Agreement and shall be a non-voting participant.

IV. TENURE OF MEMBERS

- A. The terms of Volunteers shall be three (3) years. ASSET recognizes that ISU Student Government appointees may not be able to serve three-year terms. The APR's shall serve for three years.
- B. The terms of Staff shall be continuous until terminated by the appointing Funder.
- C. An un-expired term of a Volunteer shall be filled by the Funder that appointed that Volunteer.
- D. No Volunteer may serve more than two (2) consecutive full terms, except the Past Chair, Chair or Chair Elect may serve longer in order to fulfill the duties of their offices.
- E. If a Volunteer is appointed to fill the remainder of an unexpired term, the newly appointed Volunteer is eligible to serve a maximum of seven consecutive years unless conditions delineated in paragraph D above apply.
- F. If a Volunteer accumulates three consecutive unexcused absences in any one ASSET year (April through March), or otherwise fails to fulfill his/her responsibilities, the Volunteers may, by a simple majority vote of quorum, request that a Funder appoint a replacement Volunteer. An unexcused absence is defined as when a Volunteer does not notify an Administrative Team member, or the Administrative Assistant about being absent. Notifying the Administrative Assistant is the preferred method.

V. OFFICERS

- A. Officers shall be Chair, Chair-Elect, Past Chair, and Treasurer, each of whom shall be elected for a one-year term by a quorum of the Volunteers.
- B. Staff and APR members are ineligible to hold an office.
- C. A Chair may not hold that office for more than two consecutive one-year terms.
- D. A vacancy in any office shall be filled by a majority vote of a quorum of the Volunteers for the unexpired portion of the term, except for the position of past chair, which would remain vacant should that volunteer leave the ASSET process.
- E. The ASSET Chair is authorized to sign contracts and agreements on behalf of ASSET with respect to operations of the ASSET board. The Chair-Elect may sign if the Chair is unavailable.

VI. ASSET OPERATIONS

- A. Regular meetings of ASSET shall be held in accordance with Iowa's Open Meetings law. If circumstances warrant it, a meeting of ASSET may be cancelled by the Administrative Team. An announcement of meeting cancellation will be posted and notice sent to members and participating agencies as soon as

possible under the circumstances.

- B. Unless otherwise specified, meetings shall be conducted according to Robert's Rules of Order. However, technical or non-substantive departures from these rules shall not invalidate any action taken at a meeting.
- C. Agendas will be posted at Ames City Hall, the ASSET website (<http://www.storycountyasset.org>) and at other public locations, at least three days prior to the meeting, and notification mailed electronically to each ASSET member and participating Agency.
- D. A quorum shall consist of one-half plus one of the currently appointed volunteers. A majority vote of the quorum present shall constitute a decision of ASSET. In the event a quorum is not present, ASSET business may be conducted by a simple majority vote of those present, if at least one voting member from each funder is represented. Exceptions to this include decisions for funding recommendations or changes to the Policies and Procedures, or anything that requires Funder approval.
- E. The Chair may vote on all business that comes before ASSET and shall be included as part of the quorum.
- F. Special meetings may be called by the Chair or by petition of one-fourth of the Volunteers with not less than five days written notice to the Volunteers, Staff, and APR's, by email or regular mail.
- G. Minutes of ASSET meetings shall be recorded and distributed to Staff, Volunteers, Agency Panel Representatives, and Agencies, by posting on the ASSET website (<http://www.storycountyasset.org>). Minutes shall be made public in accordance with the Iowa Open Records law.

VII. ADMINISTRATIVE TEAM OPERATIONS

- A. Staff members, the Chair, the immediate past Chair, the Chair-Elect, and the Treasurer, shall serve as an Administrative Team.
- B. The Administrative Team will meet prior to regular ASSET meetings. If there are no significant pending actions, an Administrative Team meeting may be cancelled by the Chair or Chair Elect.
- C. All members of the Administrative Team shall be voting members on Administrative Team business, including staff members.
- D. A quorum shall consist of more than half of the existing Administrative Team members. A quorum shall include at least one Volunteer. A majority vote of the quorum present shall constitute a decision of the Administrative Team.
- E. Minutes of the Administrative Team and ASSET shall be recorded and distributed to all Staff, Volunteers, APR's, and Agencies, by posting on the ASSET website (<http://www.storycountyasset.org>). Minutes shall be made public in accordance with the Iowa Open Records law.

VIII. AGENCY PANEL REPRESENTATIVES ~~(APR)~~

A. ~~One APR shall represent each panel.~~

B. ~~The role of the Agency Panel Representative (APR) shall be as follows:~~

1. ~~The APR's shall be non-voting members of ASSET who shall provide information and perspective to ASSET based on their specific knowledge of the service area they represent.~~

2. ~~The APR's shall be totally integrated into ASSET, but shall not serve on the committees that review the agencies and recommend funding.~~

One Agency Representative ^{maybe} selected by the Human Services Council, from ASSET funded agencies, to serve as a non-voting member of ASSET.

IX. COMMITTEES

A. Staff and committees shall have substantial responsibility for the operation of ASSET and for assisting the Volunteers. Committees may be established as follows:

1. The Administrative Team may form committees to identify issues, perform studies, and bring recommendations to ASSET.

2. ASSET may request committees to identify issues, perform studies, and bring recommendations to ASSET. Committee members may be appointed by the ASSET Chair.

3. A Funder may request formation of a committee and make recommendations to ASSET with respect to membership on such committee. The ASSET Chair may appoint the committee members.

X. DUTIES AND RESPONSIBILITIES OF ASSET

A. To make annual allocation recommendations to the Funders for services provided by participating agencies. The recommendations shall be consistent with instructions and priorities received from each Funder;

B. To set a timetable each year for the funding recommendation process;

C. To organize hearings for agency presentations regarding their proposed budgets and program plans;

D. To review services and code definitions as assigned to agencies for use in the budget and billing process;

E. To meet with the Funders at least twice yearly. At these meetings each Funder has one vote. A majority of Funders constitutes quorum;

F. To give timely reports on funding recommendation decisions to the Funders and to the agencies;

- G. To develop and maintain an index of services offered in Story County; (This index will be located in the ASSET Reference Manual for Volunteers and Agencies.)
- H. To perform any specific task that the Funders might request of ASSET.

XI. AGENCY PARTICIPATION

- A. **ELIGIBILITY.** Agencies seeking funding eligibility must be serving clients within the geographic area of Story County and shall meet the criteria outlined in the Application for ASSET Agency Participation.
- B. Agencies and services will be reviewed annually by ASSET, through the agency visit and budget process.
- C. Agencies shall annually provide financial reports in accordance with Generally Accepted Accounting Practices (GAAP). These reports shall be submitted within six months after the close of the Agency's fiscal year. Reports will meet the following guidelines:
 - 1. *Agencies with an annual budget below \$100,000 must, at least, submit six (6) hard copies, or one electronic copy of IRS Form 990 and a balance sheet prepared externally and independently, to the ASSET Administrative Assistant.*
 - 2. *Agencies with an annual budget of \$100,000 or more must submit six (6) hard copies, or one electronic copy, of their full audits, and six hard copies, or an electronic copy, of their IRS Form 990's to the ASSET Administrative Assistant.*
- D. Agencies seeking eligibility to apply for funding through the ASSET process should fill out the application form called "Application for ASSET Agency Participation", shown as Appendix B to this document, and present verification of the stated criteria and all required attachments. All application documents shall be submitted to the Administrative Team.
- E. The ASSET Administrative Team shall insure that the forms are complete and make recommendations to the Volunteers. The Volunteers will then approve or disapprove the recommendation.
- F. A written notification shall be sent to the Agency, stating its acceptance or the reason why it was not accepted.
- G. Approval of an applicant Agency does not guarantee a subsequent dollar allocation.
- H. Any Agency may request to be placed on the ASSET or Administrative Team agenda by contacting the Administrative Assistant.

XII. FUNDING PROCESS

- A. Each Agency requesting funding shall be assigned to one or more panel(s) by service area(s).
- B. Each Volunteer shall be assigned to only one panel and shall review the services within that panel.
- C. The Administrative Team shall prepare the appropriate budget and reporting forms for the agencies to complete and make the forms available via the ASSET website.
- D. Agencies must submit completed budget and reporting forms for all approved services to ASSET by the date stated in the yearly ASSET calendar.
- E. Agencies must submit Board of Directors meeting minutes as requested by the Administrative Team or Administrative Assistant.
- F. The Administrative Team shall conduct an Agency training session on the date stated in the yearly ASSET calendar.
- G. Volunteers shall conduct Liaison visits to individual agencies as scheduled on the ASSET calendar.
- H. Hearings for agencies shall be conducted each year as scheduled on the ASSET calendar.
- I. Recommendations for allocations shall be made by ASSET to the Funders after the hearings and panel work sessions are completed.
- J. Information regarding the funding and rationale shall be provided to the agencies and their governing bodies after Funders' approval.
- K. If any Agency does not provide the required information, or provides information that is inadequate, incorrect, or not timely, ASSET shall make a report to the Funders that procedures were not followed and may recommend that funding be reduced, sequestered, or not allocated at all.
- L. After completion of the funding process, the Volunteers shall refer information on unfunded or underfunded services, if any, to BooST Together for Children (Early Childhood Iowa Area Board), Decategorization Board, Community Partnerships for Protecting Children, United Way of Story County Grant Program, and any other potential funders of those services.

XIII. PLANNING PROCESS

ASSET shall provide a community forum to work constructively and cooperatively in addressing human services concerns. This may be achieved by, but is not limited to:

- A. Participating in studies and developing strategies that enhance the delivery of human services within the county;
- B. Collecting and evaluating facts that provide valid data for decisions on program

needs, and effectiveness of current delivery;

- C. Evaluate the need for new or modified services and/or duplication of services.

XIV. CHANGES IN SERVICES

- A. Any new or existing ASSET Agency, providing services to Story County clients, that wishes to add new or expanded services, must report the changes to the ASSET Administrative Team. Changes that should be reported include increases in service beyond the normal expected growth, new or different services that have an impact on staffing, or services that result in new clientele.
- B. Agencies will report new and expanded services to the ASSET Administrative Team on the "Notification of New or Expanded Service" form, shown as Addendum D to this document. The need for new or expanded services shall be identified and aligned with the Funder's priorities and the priority areas from the most recent Story County community assessment. The Administrative Team will review the information and determine if the service(s) meets criteria to be included in the ASSET funding process. The Administrative Team will inform the ASSET Board. This review and informing of ASSET is not a commitment of funding. If ASSET asks for additional information, a committee of Volunteers may be appointed to gather more information and report its findings to ASSET for further review.
- C. If an Agency is reducing or dropping a service, a letter should be submitted to the ASSET Administrative Team within thirty days of the Agency board's vote to drop or reduce a service.
- D. Service changes may occur any time during the funding year. If funding through ASSET is being considered, the ASSET Administrative Team should be notified of a new program by the date stated in the ASSET calendar.

XV. FUNDING APPEAL PROCESS. An Agency wishing to make an appeal may do so by following the individual Funders appeal process.

XVI. AMENDMENTS TO POLICIES AND PROCEDURES

- A. These Policies and Procedures shall be reviewed annually prior to the May ASSET Board meeting.
- B. Amendments to the Policies and Procedures may be proposed by a Volunteer, a Staff member, or a Funder.
- C. A proposed amendment shall require a majority vote of quorum of the ASSET Board to recommend such amendment to the Funders.

ADDENDUM A

STORY COUNTY DECATEGORIZATION / EARLY CHILDHOOD IOWA AREA BOARDS

The Story County Decategorization Board and the BooST Together for Children (Early Childhood Iowa Area Board) will provide ASSET with quarterly reports to update funders and community stakeholders.

ADDENDUM B – APPLICATION FOR ASSET AGENCY PARTICIPATION

**ASSET
(Analysis for Social Service Evaluation Team)**

CRITERIA FOR FUNDING ELIGIBILITY

Financial support through ASSET can be applied for by **human service agencies** that are serving clients within the geographic area of Story County and who meet the basic eligibility criteria. **Approval of an applicant agency does not guarantee a subsequent dollar allocation.** The allocation recommendation will be made on a service-by-service basis during the annual allocation process. To be considered for financial support, agencies must comply with the following requirements and provide supporting documents to demonstrate compliance:

- A. The agency must be a non-profit corporation or chartered as a local unit of a non-profit corporation that has an IRS section 501(c)(3) status or local, state, or federal government agency (i.e. formed by a 28E Agreement) that has a presence within and serves the people of the State of Iowa.
- B. The agency must have articles of incorporation, bylaws, or other documents, which clearly define its purposes and function.
- C. The agency must have an Equal Opportunity Policy that has been approved by its Board of Directors.
- D. The agency must have been incorporated and actively conducting business for at least one year at the time of the application.
- E. The agency must maintain in its budget and service a demarcation between any religious and other programs so that ASSET does not financially support religious purposes.
- F. The agency must demonstrate need and community support for the proposed service through letters of support, needs assessments, or other documentation.
- G. The agency shall be governed by a Board of Directors or Advisory Board who serve without compensation and who approve and oversee the implementation of the budget and policies of the agency.
- H. Agencies that offer the following services shall not be eligible for funding from ASSET Funders:
 - 1. Agencies that are primarily political in nature.
 - 2. Agencies that provide services limited to the members of a particular religious group.
 - 3. Agencies that exist solely for the presentation of cultural, artistic, or recreational programs.
 - 4. Basic educational program services considered the mandated responsibility of the public education system.

To apply as an ASSET Agency Participant, complete the Application for ASSET Agency Participation and send six sets of the request, including the documentation outlined in the application to: ASSET, P. O. Box 1881, Ames, IA 50010 or by email to storycountyasset@gmail.com.

Application for ASSET Agency Participation

A. Agency General Information

1. Legal name of agency _____
Address _____
Telephone _____
2. Executive Director _____
3. Date of incorporation _____ State of incorporation _____
4. Tax Identification Number _____ Agency Fiscal Year _____
5. Is your agency affiliated with a national and/or state organization? _____ If so,
name of national and/or state organization _____

Explain nature of affiliation and describe national and/or state organization's control over local administration and activities

Explain benefits of affiliation _____

6. What is your agency mission statement? _____

7. Governing Arrangements

How are members and composition of the governing body selected? _____

What is the governance role of the Board of Directors? _____

How do you ensure Story County representation? _____

8. Membership

Does your agency have a membership program? _____

If so, list membership categories and dues

Membership benefits _____

B. Agency Service Information

1. Geographic area served _____
2. Types of services _____
3. What population(s) do you serve?

- Do you offer a sliding fee scale for your services? _____
4. Other agencies in Story County that provide similar services _____

5. Agencies in Story County with whom you collaborate _____

6. Agencies in Story County with whom you share referrals _____

C. Agency Accreditation and Licensing

Is your agency accredited? _____ If so, by whom? _____

For what length of time? _____

Describe agency and staff licensing and certification requirements: _____

D. Financial/Legal Information

If ASSET approves the application, your agency will be required to annually provide financial reports in accordance with Generally Accepted Accounting Practices (GAAP) as follows:

- Agencies with an annual budget below \$100,000 must, at least, submit an electronic copy of IRS Form 990 and a balance sheet prepared externally and independently, to the ASSET Administrative Assistant at storycountyasset@gmail.com within six months after the close of the agency's fiscal year.
- Agencies with an annual budget of \$100,000 or more must submit an electronic copy of their full audit an electronic copy of their IRS Form 900 to the ASSET Administrative Assistant at storycountyasset@gmail.com within six months after the close of the agency's fiscal year.

E. ASSET Information

1. Attach a complete description of the service(s) that your agency provides that you will be asking for funding from ASSET. _____

2. Using the enclosed Service Code List, tell us which service code(s) your service(s) fits into. _____

Checklist for supporting documentation:

- Letter of tax-exempt status from IRS
 - Articles of Incorporation, bylaws, or other documents which clearly define agency's purpose and function
 - Equal Opportunity Policy that has been approved by Board of Directors
 - If applicable, a statement describing how agency maintains a demarcation between any religious programs and other programs (ASSET does not fund programs designed for religious purposes)
 - Documentation of community support (letters of recommendation, needs assessments, etc.)
 - List of Board of Directors member names, professional affiliation, addresses, places of business
 - A copy of the current budget and the budget for the upcoming fiscal year, including all sources of income.
 - Statement of assets and liabilities and statement of income and expenses including all sources of funds for this budget
 - Agency Program Outline Form (one for each service your agency is requesting funding for)
-

ADDENDUM C - SERVICE CODES

(Complete descriptions of each service code are in the ASSET Reference Manual)
 Services are categorized into three panels: Education, Income, and Health.

Service Code #	Service Code Name	Unit of Service	Panel
1.01	Supported Employment for Mental Health or Developmentally Disabled	1 Staff Hour	Education
1.02	Advocacy for Social Development	1 Staff Hour	Education
1.03	Resource Development	1 Staff Hour	Education
1.04	Informal Education for Self-Improvement and Self-Enrichment	1 Client Contact	Education
1.05	Enclave Services	15 minutes	Education
1.06	Preschool	1 Day	Education
1.07	Youth Development and Social Adjustment	1 Client Contact / Day	Education
1.08	Employment Assistance for Youth	1 Staff Hour	Education
1.09	Out of School Program	1 Partial Day	Education
1.10	Family Development / Education	1 Client Hour	Education
1.11	Volunteer Management	1 Volunteer Hour	Education
1.12	Public Education and Awareness	1 Staff Hour	Education
2.01	Emergency Assistance for Basic Material Needs	1 Client Contact	Income
2.02	Day Care - Infant	1 Full Day	Income
2.03	Day Care - Children	1 Full Day	Income
2.04	Day Care - School Age	1 Partial Day	Income
2.05	Childcare for Mildly Ill Children	1 Partial Day	Income
2.06	Separated Families	1 Client Contact	Income
2.07	Transitional Living Services	1 day	Income
2.08	Emergency Shelter	1 24 Hour Period of Shelter and Food	Income

Service Code #	Service Code Name	Unit of Service	Panel
2.09	Correctional Services	1 Client Hour	Income
2.10	Legal Aid - Civil	1 Staff Hour	Income
2.11	Clothing, Furnishing and Other Assistance	1 Client Contact	Income
2.12	Disaster Services	1 Staff Hour	Income
2.13	Transportation	One Way Trip	Income
2.14	Budget / Credit Counseling	1 Client Contact	Income
3.01	Community Clinics	1 Clinic Hour	Health
3.02	Day Care - Adults	1 client Day	Health
3.03	In-Home Health Monitoring	1 person monitored per month	Health
3.04	Homemaker / Home Health Assistance	1 Hour	Health
3.05	Home Delivered Meals	1 Meal	Health
3.06	Congregate Meals	1 Meal	Health
3.07	Battering Relief Domestic Abuse Crisis and Support	1 Staff Hour	Health
3.08	Rape Relief Sexual Abuse Crisis and Support	1 Staff Hour	Health
3.09	Crisis Intervention	1 Contact	Health
3.10	Court Watch	1 Staff Hour	Health
3.11	Respite Care	1 Client Hour of Service	Health
3.12	In Home Nursing	1 Visit	Health
3.13	Service Coordination	1 Client Hour	Health
3.14	Activity and Resource Center	1 Client Hour	Health
3.15	In Home Hospice	1 day (24 hour)	Health
3.16	Substance Abuse or Co-occurring Disorder Treatment (Out Patient)	1 Client Hour	Health
3.17	Outpatient Treatment and Health Maintenance	1 Client Hour	Health

Service Code #	Service Code Name	Unit of Service	Panel
3.18	Supported Community Living Services	15 minutes or up to 1 24 Hour Day	Health
3.19	Special Recreation	1 participant per hour	Health
3.20	Day Habilitation Services	15 minutes or 1 Day	Health
3.21	Peer Support Services	1 Client Contact	Health

ADDENDUM D – NOTIFICATION OF NEW OR EXPANDED SERVICE

ASSET

NOTIFICATION OF NEW OR EXPANDED SERVICE

****Please note that submission of this Notification does not automatically result in a commitment of funding from ASSET****

DATE: _____ AGENCY: _____

PROGRAM/SERVICE: _____

Provide a brief description of the new or expanded service and population to be served.

Describe how the need for this service was identified. Cite resources such as local needs assessment, surveys, etc.

Describe which funder(s) priority(ies) this service will meet. (May be more than one funder and/or more than one priority).

Is there new clientele to be served? If yes, how many?

Is this service currently provided by another agency? If so, describe the rationale for duplication.

What outcomes will be measured? Describe methodology(ies) used to measure outcomes.

How would ASSET funds be used to support the service (scholarships/staff/direct service, etc)?

Describe what other funding sources are used to support the service.

What is the total budget for this service?

What percentage of the total service budget would requested ASSET funds support?

If this service is funded through a grant what is the amount and the duration of the grant?

Does the grant require a local cash match? _____ If yes, how much? _____

If there isn't funding through ASSET, what are the plans to provide and/or sustain the service?

The deadline for new/expanded service requests is June 1st. *(was Aug 1st)*

Please submit this form by email to the ASSET Administrative Assistant at:
storycountyasset@gmail.com

ADDENDUM E – CONFLICT OF INTEREST

Organization: Story County Analysis of Social Services Evaluation Team (ASSET)
Policy: Conflict of Interest Policy
Date Adopted: 4/10/03
Date Revised:

Story County ASSET and its voting members/staff persons, hereinafter referred to as “board” and “board members(s)”, agree to the following conflict of interest policy hereinafter referred to as “policy”, as adopted and revised as indicated above:

1. The policy will be adopted yearly at the first regularly scheduled board meeting following the start of the fiscal year. Each board member is to review and sign the policy at the first board meeting prior to voting on any matters before the board (if applicable).
2. A new voting board member/staff person will be required to review and sign the policy prior to voting as a board member (if applicable) at the beginning of their term and/or the first meeting of the fiscal year.
3. It is the duty of a voting board member/staff person to disclose a conflict of interest to the full board when a conflict arises. Disclosure may be made at any time to the ASSET Administrative Team; hereinafter referred to as “the Team”, who shall then notify the full Board. A record of the conflict of interest shall be made at the first regularly scheduled board meeting following disclosure.
4. A conflict of interest is defined in chapter 68B, Iowa Code. The Iowa Code defines conflict of interest as that which evidences an advantage or pecuniary benefit for the member and/or their immediate family not available to others similarly situated. A violation for a conflict of interest is punishable by both civil and criminal penalties in the State of Iowa.
5. A “potential” conflict of interest is defined herein. A potential conflict of interest is when a voting board member/staff person has reason to believe there may be a conflict of interest. This potential conflict shall be disclosed in the same manner as a conflict. If, in the opinion of the Team, the circumstances meet the definition of a conflict of interest the matter shall then be disclosed to the full board and a record shall be made at the next regular meeting.
6. A voting board member/staff person with a conflict of interest shall not vote or use their personal influence with any board member on the matter in conflict.

I agree by my signature below that I have read the above Story County ASSET Conflict of Interest Policy and understand it and will abide by the terms and conditions as stated herein.

Date: _____

Signature: _____

by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will:

B. Complete the Work in 14 calendar weeks from the commencement date. (Bidder to enter number of weeks.)

1.08 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

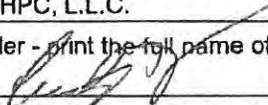
1. Addendum # 1 Dated 5/30/18.
2. Addendum # _____ Dated _____.

1.09 BID FORM SUPPLEMENTS

A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:

1. Document 00 4323 - Alternates Form: Include the cost variations to the Bid Sum applicable to the Work as described in Section 01 2300.

1.10 BID FORM SIGNATURE(S)

- A. HPC, L.L.C.
- B. (Bidder - print the full name of your firm)
- C.  Manager
- D. (Authorized signing officer, Title) Curtis Pike, Manager

END OF BID FORM

SECTION 00 4323
ALTERNATES FORM

PARTICULARS

- 1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:
1.02 (BIDDER) HPC, L.L.C.
1.03 TO (STORY COUNTY): Story County Board of Supervisors
1.04 DATED 6/5/18 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

ALTERNATES LIST

- 2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 01 2300 - ALTERNATES.

- 2.02 ALTERNATIVE # 1 - REPLACE FURNACES AND CONDENSING UNITS:

(ADD) \$ 13,500.00

- 2.03 ALTERNATIVE # 2 - ADD CEILING-MOUNTED SOUND ATTENUATION PANELS:

(ADD) \$ 9,000.00

- 2.04 ALTERNATIVE # 3 - DELETE SELECTIVE INTERIOR WORK:

(DEDUCT) \$ 10,000.00

END OF ALTERNATES FORM

APPROVED **DENIED**
Board Member Initials: JS
Meeting Date: 6.12.18
Follow-up action: _____

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 04 / 01 / 1978 to 06 / 05 / 2018 Address: 120 N. Sherman Ave.

City, State, Zip: Ames, IA 50010

Dates: / / to / / Address:

City, State, Zip:

Dates: / / to / / Address:

You may attach additional sheet(s) if needed. City, State, Zip:

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

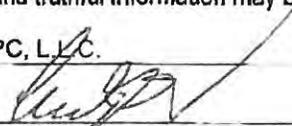
You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: HPC, LLC

Signature:  Date: June 5, 2018

Curtis Pike, Manager

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

HPC, L.L.C.
P. O. Box 429
Ames, IA 50010-0429

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Story County, Iowa
1026 Sixth Street
Nevada, IA 50201

BOND AMOUNT: \$ Five Percent (5%) of the Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Story County Animal Shelter Remodel 2018, Nevada, Iowa

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of May 2018



(Witness)



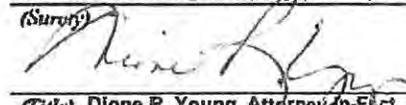
(Witness) Anne Crowner

HPC, L.L.C.
(Principal) _____ (Seal)



(Title) CURTIS PIKE, MANAGER

Merchants Bonding Company (Mutual)
(Surety) _____ (Seal)



(Title) Dione R. Young, Attorney-in-Fact

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Brian M Delmerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; Dana Wiebers; Dione R Young; Jay D Freiermuth; Jody Decker; Kami Brower; Kathleen Brewer; Kevin J Knutson; Michelle R Gruis; Seth D Rooker; Shirley S Bartenhagen; Stacy Venn; Tim McCulloh; Wendy A Casey

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of April, 2018.



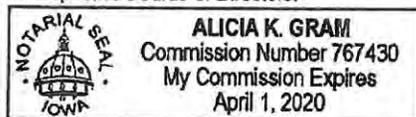
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 23rd day of April, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



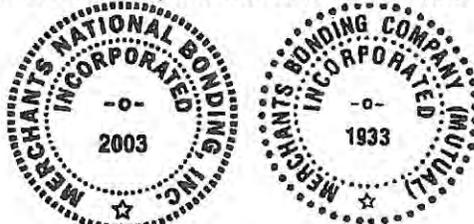
Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of May, 2018.



William Warner Jr.

Secretary

Story County Website Standards Guide

It is important to have consistent, cohesive structure throughout the website so it is obvious that all are a part of the Story County site.

There are many reasons why it is important to maintain common themes, colors and fonts throughout the site, including:

- Unified brand
- Ease of use and minimal confusion for the public
- Consistent support from the Information Technology department who can more easily maintain a website that uses the same processes

Departments and offices should use this standards guide to provide consistency when publishing to Story County's website and to improve engagement and interaction with website users. This guide has been adapted from the Civic Plus best practices web pages.

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| b. Headings & Page Titles | b. Documents |
| c. Links | c. Agenda Center |
| d. Tables | d. Form Center |
| e. Images | e. FAQs |
| f. Bulleted Lists | f. Quick Links |
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| h. When to use PDFs | |
| i. Widgets | 3. Expirations |
| j. Menus & Navigation | |
| k. Font Styles | 4. Support |
| l. Numerals & Percentages | |
| m. Contact Information Standards | 5. Summary |

APPROVED **DENIED**

Board Member Initials: JS

Meeting Date: 6-12-18

Follow-up action: _____

1. Writing & Style Guidelines

Departments/offices will use best practices in writing clear, accessible content for the Story County website based on the Civic Plus “Let’s Write” guidelines and in conformance with Story County and AP Style guides.

- Use shorter sentences.
- Use the same words your readers use.
- Present key ideas in a logical sequence.
- Create active voice sentences that clearly identify who does what. Example: “Civic Plus provides powerful website tools” rather than “Powerful website tools were provided by Civic Plus.”
- Design a layout that helps readers find key information quickly.
- Limit the use of acronyms. Spell them out the first time they are used.

a. Grammar & Tone

- Know your audience. Keep your audience and the purpose of your content in mind when writing or formatting content for the website.
- Write in clear, concise sentences and use proper grammar.
- Write to an eighth-grade reading level.
- Avoid using multiple punctuation marks in a row.
- Use exclamation points sparingly.
- Be conversational but avoid slang and jargon.
- Write in the active voice. Do not use run-on sentences or fragments.
- Be consistent with your sentence tense throughout the entire page.
- Refrain from the use of ampersand (&) within the body of the page.

b. Headings & Page Titles

- Page titles should be clear and concise and accurately describe the page content.
- Use headings to break up content and accurately describe the content below the heading.
- Use the ampersand (&) in page titles and headings to save space. Note the County’s style for compound job titles and departments/offices.
- Headings should be in title case (capital letters for the main words).
- When formatting a heading, CSS styles Subhead 1 and Subhead 2 are used to show the hierarchy of information on the page. If a Subhead 2 is needed, it should always follow a Subhead 1.

- Press release filenames and their corresponding attachment titles need to be clear – usually the title of the press release, condensed. For example, NOT “press release 072017” but “July Walk with the Mayor 072017” or “road closures 072417.” Be as specific as possible.

c. Links

- Linking to other sites: Story County limits links only to those sites that promote the economic welfare, tourism, and industry of Story County, as well as links to government and educational institutions. (Story County Website linking policy).
- When creating links to external sites, do not use the full URL. Instead, link the title of the website, page or document to which you are linking.
- Internal links to items that are in the document center or filed elsewhere *within the site* should be relative links.
- To prevent spamming, use “Mailto:” links on text instead of writing out the full email address. Make it clear to users that by clicking the link, they will be sending an email to someone.
- All links to documents should open in a new window.
- All links to other pages within the same website should open in the same window to allow users to use browser tools throughout their web experience.
- All links to external URLs should open in a new window to make clear to the user that he or she is leaving the County’s site.
- Avoid using terms like “click here” as this does not tell the reader where the link goes. Instead of “to view the training document, click here” say, “view the training document.”
- Do not replicate content. Use links for repeated materials instead.
- If you are not an authority on a topic, link to an external site. For instance, link to the FEMA website if you want to educate residents on disaster relief and emergency management.

d. Tables

- Do not use tables to space content or pictures on the page.
- To be ADA compliant, all tabular columns must have headings.
- Tables should display using the “Alternate Rows” color setting (auto-table class setting).
- All table column headings should explain what is in the column. Avoid things like Dept 1, Dept 2 -- write out the department/office title instead.

e. Images

- Images used on the site should enhance content.

- Images inside the content area should be no wider than 300 pixels.
- Use image-editing software such as Microsoft Paint to edit photos for consistency.
- Consider utilizing a slideshow if you have more than three images on a page.
- For a large number of images on one page, place pictures in the Photo Gallery instead of on the page or in a slideshow.
- Images require a descriptive alt text for users with screen readers. File names and single words do not make usable alt text entries. Titles should be complete descriptions, such as “Picture of Dakins Lake in Spring” versus “lake.”

Image Sizes to be used width x height (at 72 ppi)	
Thumbnails	335 x 185
Headshots	275 x 415
Spotlight images	515 x 295
Slideshow images for interior pages w/o feature column	890 x 210
Slideshow images for interior pages with feature column	515 x 210
Banner images for mobile	725 x 450
Banner images	2000 x 693

f. Bulleted Lists

- Display long lists within text as bulleted lists so they can be easily scanned.
- Alphabetize list items with fewer than three words.
- Avoid using too many bullets.
- Capitalize the first letter of each item in a bulleted list.
- There should be no space above bulleted lists but there should be a break between the bottom of the list and the next text.
- Bullets should go no more than two levels deep.
- Do not mix sentence fragments and full sentences in one bulleted list.
- Keep verb tense the same throughout the list.
- List of dated items should have the most recent date listed at the top.

g. Breaking up Content

- Content should be broken up into small, easily readable chunks. As a general rule, text beneath each header should not contain more than 2-3 short paragraphs and each paragraph should contain no more than 3-5 sentences.
- Provide a sub-header for each new topic under a header.
- Completely separate topics should be housed on separate pages.

h. When to use PDFs

- Convert any Word or Excel files to PDF so that any user can access the information (items uploaded to the Civic Plus Document Center and converted are ADA compliant).
- Set all PDF files to open in a new window.
- Include "(PDF)" behind the file name to indicate that a link goes to a PDF file.

i. Widgets

- Use the Pages widget in the content area to create main landing/navigational pages.
- A Pages widget may be used on a page with another content widget.

j. Menus & Navigation

- Menu items and navigation throughout the site should be organized per the discretion of each department or office to make information easier to find.
- Icons appear as navigation items throughout the site. Icons are created to be part of one family and should not be intermixed with photo, logo or other graphic icons.

k. Font Styles

- Only use the font styles that are provided in the website.
- Underlining should only be used for hyperlinks.
- Avoid using all caps for anything but acronyms.
- Do not use all caps to emphasize an important point. This actually decreases the reader's ability to quickly discern what the word is. If you need to emphasize content, use bolding instead.
- Only use Subhead 1 and Subhead 2 font on subheads.
- If moving information to the site from another source, make sure to paste all items in plain text by using the tool in the editor widget, or use a text editor, such as Notepad to paste the items into the website space. This will clear any formatting or text class information from the previous source that may be left on the text.

l. Numbers & Percentages

- Write all numbers 10 and higher as figures except when it is the first word in a sentence. Example: "Please submit 10 copies of the form."
- Use the word "percent" instead of the percent symbol (%).

m. Contact Information Standards

- Contact information on department's/office's web pages should be consistently placed in the right-hand column as the first item and should be in the following format:

- 1) Name of EO/DH
- 2) Headshot (if available)
- 3) Phone/Fax/E-mail
- 4) Physical address
- 5) Office hours

- Phone or Fax Number format: (xxx) xxx-xxxx
- Addresses: Do not abbreviate street modifiers. Abbreviate all compass points (N, E, S, NW, etc.) with a full street address. Include secondary address information (Apartment, Suite, etc.) on the next line. Use figures for street numbers (1st Street, 2nd Avenue, etc.).
- Time format: 8 a.m. - 4:30 p.m.

2. Civic Plus Technical Guidelines

The following best practices are based on Civic Plus recommendations to optimize the use of their system. All departments and offices will follow these guidelines.

a. Page Descriptions

- Complete a page description for every page. This helps search engines to better determine what pages to bring up as search results. Descriptions also help guide users to the correct information by providing better details on what can be found on any page.
- Page descriptions should accurately describe the content on the page, including any major topics that are covered.
- Page descriptions are displayed below page titles when using the Pages widget.

b. Documents

- Use the Document Center to house all supporting documents. Clearly state the document title.
- Keep your Document Center folders organized. Each department or office is allowed one main folder with subfolders for divisions or topics. Don't duplicate folder names.

c. Agenda Center

- Updated instructions and guidelines regarding procedures for placing items on the agenda center are located on the S drive.
- All new items will be placed on the Agenda Center.
- Weekly meetings will be moved to the Archive Center after 30 days.

- Monthly meetings will be moved to the Archive Center quarterly.
- Quarterly meetings will be moved to the Archive Center annually.
- The original item is to be deleted from the Agenda Center once it has been moved to the Archive Center.

d. Form Center

- The following types of forms work best in Form Center: (1) Contact Us forms or other simple requests, (2) Forms consisting of mostly short answer, multiple choice, or long answer questions, (3) Forms that can be emailed or accessed for processing, and (4) Forms that do not require an official signature or Notary.
- Form Center is not a secured way of collecting information. Civic Plus recommends any form with potentially identifying information remain as is or be turned into a PDF that must be printed and mailed or brought in for submission. Identifying information includes (but is not limited to): social security numbers, driver's license numbers, tax ID numbers, W2 or other tax documentation or information, account numbers or anything that might constitute a HIPAA (Health Insurance Portability and Accountability Act) violation.

e. FAQs

- FAQs should be titled "FAQs" on the mega menu.
- All FAQs should be housed within the FAQ module.
- Each department/office is encouraged to provide residents with answers to a useful set of FAQs. These should be updated periodically so that they are current.
- If there are more FAQs than can practically be displayed within the Module widget on a page, link a subpage directly to that FAQ category so that all FAQs can be located easily.
- FAQs should be formatted in a way that makes the answer immediately clear. For example, for the question "Can I pay my bill online?" a complete and clear answer would be; "Yes, please visit our E-Pay module to make a payment online."

f. Quick Links

- Category titles should be intuitively named using titles that make sense on their own and out of the context of any surrounding text, because they may be viewed from the main Quick Link module landing page and will need to make sense standing on their own.
- Link titles should be in title case (capital letters for the main words)

g. Calendar and Events

- Each department/office will designate an individual responsible for updating the calendar and events for that department/office.
- Meeting items will be placed on the main calendar and individual events will be placed on the events tab. These items may also appear on the main page corresponding to each department or office.

3. Expirations

- Each department/office should review the content on the corresponding department/office page periodically to make sure the information is current and valid.

4. Support

- Maintaining and updating website material is the responsibility of the individual departments/offices website representative(s), using these guidelines, under the process that is stipulated within that department/office. Usernames and passwords are not to be shared with others to access the CMS.
- The Information Technology Department will interface with Civic Plus service desk if necessary on your behalf.
- If website assistance is needed from IT, requests should be routed through the normal helpdesk process.
- The Information Technology staff will oversee the web page permissions for individual users.

5. Summary

It is very important to regularly monitor and maintain your website pages and content to ensure that the most up-to-date information is available for the public. By adhering to these guidelines, the County website will retain its cohesive and consistent quality and ensure that the public knows that all our departments/offices are under the umbrella of Story County government. It will also make it easier for the public to navigate and find the information they seek on our website.

Last revised: 06/8/18



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Tedesco Environmental Learning Corridor
- BP#2 Trail Paving & Park Amenities
Ames, IA

CONTRACT INFORMATION:
Contract For: TELC-BP#2 Trail Paving &
Park Amenities
Date: April 10, 2018

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: June 1, 2018

OWNER: *(Name and address)*
Story County Conservation Board
56461 180th Street
Ames, IA 50010

ARCHITECT: *(Name and address)*
Shive-Hattery, Inc.
4125 Westown Parkway, Suite 2
West Des Moines, IA 50266

CONTRACTOR: *(Name and address)*
Boulder Contracting, LLC
25789 N Avenue
Grundy Center, IA 50638

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The Owner has revised the project scope to modify the permeable paving mix design and to increase the permeable paving quantity to cover all secondary trails within the project.

Bid Item #16 (Compacted Limestone Trail) will be removed from the contract. 300 tons at \$25.75/ton is a **decrease of \$7,725.00.**

Alternate #1 (Permeable Paving with 100% Recycled Glass) will be removed from the contract. 9,120 square feet at \$16.00/SF is a **decrease of \$145,920.00.**

Permeable paving with 20% recycled glass and Missouri rock will be added to the contract to be installed in place of all compacted limestone trail specified in the construction documents. 17,835 square feet at \$13.50/SF is an **increase of \$240,772.50.**

Additional limestone base will be added to the contract to be installed at 6" width along the edges of all permeable paving. 2,425 square feet at \$3.50/SF is an **increase of \$8,487.50.**

The Contract Sum will be increased by this Change Order in the amount of \$95,615.00.

The original Contract Sum was	\$	1,068,788.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,068,788.00
The Contract Sum will be increased by this Change Order in the amount of	\$	95,615.00
The new Contract Sum including this Change Order will be	\$	1,164,403.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be Remains November 1, 2018

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Shive-Hattery, Inc.

ARCHITECT *(Firm name)*

Boulder Contracting, LLC

CONTRACTOR *(Firm name)*

Story County Board of Supervisors

OWNER *(Firm name)*


SIGNATURE
LUKE MONAT, PE.
PRINTED NAME AND TITLE
June 1, 2018
DATE


SIGNATURE
LUKE KORMAN PROJECT MANAGER
PRINTED NAME AND TITLE
6/1/18
DATE


SIGNATURE
Rick Sanders
PRINTED NAME AND TITLE
6-12-18
DATE

CONSULTANT SCOPE OF WORK

Sensitive areas inventory on landscapes in Story County, Iowa

PI: Thomas Rosburg, PhD
Department of Biology
Drake University
2507 Univ. Ave.
Des Moines, Iowa 50311
515-271-2920
thomas.rosburg@drake.edu

I. CONTEXT

This Scope of Work provides an extension of an existing Contract for Services between Story County Conservation and Thomas Rosburg, owner of Botanical and Ecological Consulting, that was effective May 9, 2017 and which terminates on June 30, 2018. This agreement will commence on July 1, 2018 and terminate on June 30, 2019.

II. PROJECT GOALS

The goals of this landscape ecology research project addresses ecological questions and principles that come into play on landscapes, which are a mosaic of ecosystems in time and space. The identification and characterization of the ecosystems comprising landscape parcels in Story County and an assessment of their conservation value are the principle goals of this study. This work represents Phase 2, the field work needed to collect data to map and assess ecosystems, of the greater goal identified in Chapter 4 of the Story County C2C plan, which states the importance of natural resource conservation and outdoor recreation in the implementation of the C2C plan.

Phase 1 of this project identified and mapped 5,161 acres of high priority, 12,500 acres of medium priority, and 7,407 acres of low priority landscapes. There was also another 4,092 acres of what was labeled special or undetermined area mapped. The work under this Scope will provide another 5,000 acres of surveyed land to the project bringing the total to 10,000 acres, or about 40% of the total acres mapped as high, medium or low priority.

The specific goals of the proposed research are:

- 1) Obtain permission from private landowners to enter on to their property.
- 2) Conduct field research on medium and low priority land parcels to delineate the extant ecosystems.
- 3) Identify the ecosystems mapped using conventional habitat names such as grassland, shrubland, tallgrass prairie, woodland, forest, wetland, marsh. These names are preceded by one or more adjectives that provide specificity in regards to ecosystem structure, species composition or successional status.
- 4) Determine the plant species composition for the plant community associated with each ecosystem that is mapped by compiling a quantitative list of the vascular plants.

- 5) Determine the successional status and structural characteristics of the ecosystems mapped.
- 6) Report anecdotal observations of other organisms, including fungi, invertebrates, and vertebrates, that are detected for each ecosystem mapped.
- 7) Map the specific locations of priority plant species (those listed as endangered, threatened, or special concern) and invasive species that are especially aggressive.
- 8) Digitize the ecosystems mapped in a Geographic Information System (GIS) and create a database with fields for type, general type, area, land ownership, priority species and quality scores.

III. SERVICES

1. Secure authority to visit designated areas. Some of the designated areas are on private property, and permission will need to be granted for access. Contractor is responsible for obtaining contact information for each area, communicating information about the project, and gaining permission for access.
2. Conduct vascular plant inventory and anecdotal inventory of other observed species (birds, reptiles and amphibians). The primary project objective is a thorough vascular plant inventory for each site. Surveyor will also make note of anecdotal species observed while in the field.
3. Manage database. GIS layers have been compiled and a data collection system has been created. Contractor will input inventory data into the database and make updates to the GIS mapping system.
4. Prepare report. A report and executive summary detailing the inventory outcomes will be submitted to the county. The contractor will assist with the development of implementation strategies.
5. Participate in public meetings during the project.

IV. FEES

1. Fees for the services of the consultant shall be a lump sum of \$57,875 payable upon submission and approval of the final report.

IN WITNESS WHEREOF, the parties have, by their authorized representatives, executed the extension of an existing contract to commence on July 1, 2018 and terminate on June 30, 2019.

Botanical and Ecological Consulting

By Thomas Rosburg June 7, 2018
Signature Date
Thomas Rosburg B&E Consultant, Professor of Biology
Print Name Title

Story County Conservation

By James L. Pease 11 June 2018
Signature Date
JAMES L. PEASE Chair, SCOB
Print Name Title

Story County

By Rick Sanders 6-12-18
Signature Date
Rick Sanders Chair BOS
Print Name Title

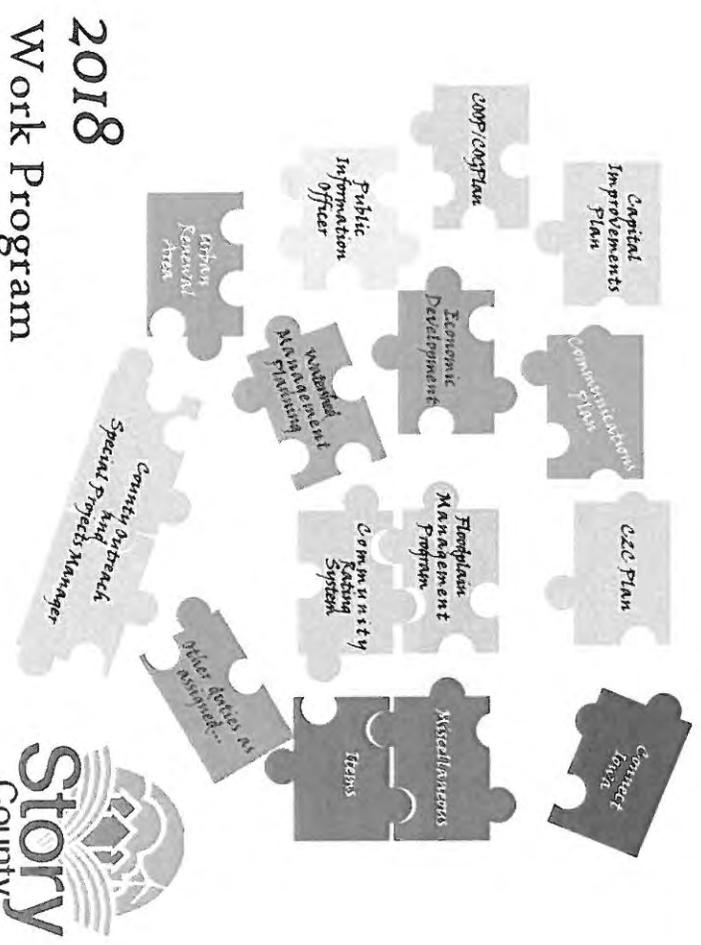
COUNTY OUTREACH AND SPECIAL PROJECTS MANAGER

QUARTERLY REPORT – TUESDAY, JUNE 12, 2018



OVERVIEW

- Work Program Update
- Staff Update
- What is ahead?



COMMUNICATIONS PLAN

To work on...

- EMA Public Affairs Activation Checklist
- PIO Procedures Guide
- Schedule Quadrant Meetings

COMMUNICATIONS PLAN

Update	Tasks	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	Update Communications Plan for 2018												
	County website re-design												
	Publish County News												
	Publish Our Story (The Sun)												
	Quadrant meetings												
	National County Government Month												
	Citizen of the Year												
	Ames Day at the Capital												
	Annual Report												
	Update and reprint County Services sheets												
	Assist the Human Resources Department with creating Onboarding materials												
	Tradeshaw Toolkit—display board												
	Social Media Plan												
	Mission Statement Development – CPAT Project Application												
	Monthly radio updates												
	Department videos—video descriptions of department duties and services												
	Create Story County EMA Public Affairs Activation Checklist												
	Create Public Information Officer Procedures Guide												



C2C PLAN

- Will be discussing Implementation Matrix and C2C Plan changes at joint watershed meeting
- To come: Health Impact Assessments Report – PZC, BOH and BOS and Agri-Tourism Project
- Remove Master Transportation RFP
- Add Housing Needs Assessment

CORNERSTONE TO CAPSTONE COMPREHENSIVE PLAN

Update	Tasks	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	Distribute "executive summary"												
	C2C "tour" of cities/school boards												
	Update Implementation Matrix												
	Update C2C Plan, including the C2C Plan												
	Continue to fund and look for ways to promote the Home Base Iowa programming												
	Explore partnerships to build on existing and potential agri-tourism programs												
	Determine viability of using health impact assessments												
	Develop and implement information regarding public safety to be available at community facilities												
	Develop outreach campaigns for Flood Awareness Month and National Preparedness Month												
	Conduct annual meetings with city administrations												
	Communicate with IDOT, UP, IEDA and IDOT Freight Optimization Program to determine freight train capacities and plans												
	Master Transportation Plan RFP												
	Conduct annual available lands analysis												



FLOODPLAIN MANAGEMENT PROGRAM

Pilot from June 1 – December 31, 2018

WARD's 3D Flood Table

- Planning and Development review of permits, plats of survey, development review cases
- Will use for community outreach and staff training

FLOODPLAIN MANAGEMENT PROGRAM/CRS PROGRAM

Update	Tasks	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	Present Flood Model and "Know your Floodplain" curriculum to middle school and high school science/yooc-ag teachers												
	Enhance links to Emergency Management information online												
	Mailers sent to all properties in the floodplain												
	Mailers targeted to commercial/industrial properties												
	Mailers to RPL properties												
	Presentations on disaster preparedness to groups, civic associations, communities, schools												
	Update all outreach materials												
	Amendments to regulations/administrative procedures (in preparation for 2019-2020)												
	Review and update PPI												
	Review and update all GIS files for annual FEMA audit												
	Annual review of annexations and distribution to FEMA												
	Floodplain training to development-community members												
	Floodplain training to County staff												
	Review draft FIRMS												
	CRS Re-Certification												
	Streamline floodplain application process – review forms												



URBAN RENEWAL AREA

- Revise work program – Tedesco Environmental Learning Corridor
- Begin URA Amendment discussions in July

URBAN RENEWAL AREA													
Update	Tasks	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	Receive applications												
	Review and follow administrative steps												
	TIF reporting												
	ISU Research Park funding - third phase												
	Annual training session												



AND JUST GENERAL WORK ITEMS...

- Headshots
- Strategic Plan
- Continuing Education
- Career Fairs
- Website Training
- Public Service Recognition Week
- Wellness Wednesdays in May
- Home Base Iowa
- Maxwell Planning
- Annual Report Awards Submissions
- Code of Ordinances Review/Publication Assistance

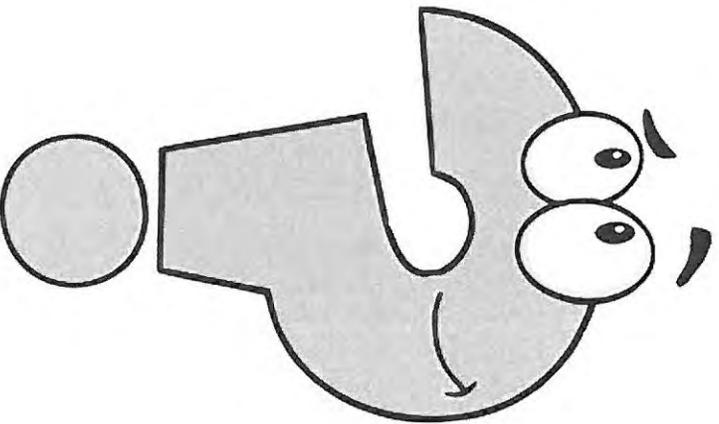
STAFF UPDATE

- Interns
 - Chrissy left in early May... Matt joined following week
 - Matt's plate includes: Our Story, Story County Fair, StoryMaps, County News, Pictures, Boards and Commissions Manual, Red Cross Blood Drives, Social Media Posts, Weekly BOS Videos, Wellness
 - Checking with HR to see if monies available for fall candidates
- Reporting Structure Changes – effective July 1, 2018
 - Quarterly Reports?

TO DO LIST

PRIORITY	DUE DATE	WHAT	WHO	IN PROGRESS	DONE
High	6/25	A Our Story	Matt/Leanne	In progress	
Medium	7/18	B Story County Fair	Matt/Leanne	In Progress	
High	5/25	C StoryMaps	Matt	In progress	
Medium	7/6	C1 - CIP			
Medium	8/1	C2 - URA			
Medium	8/1	C3 - Façade			
Medium	6/11	C4 - SCEDG			
High	5/23	D County News	Matt	In progress	
	6/20	June issue			
	7/25	July issue			
		August Issue			
High	ONGOING	E Pictures	Matt	In progress	
		Each Friday from 9 am - 12 pm			
Medium	8/7	F Boards and Commissions Manual	Matt	In progress	
Medium	8/16/17	G Red Cross Blood Drives	Matt/Leanne/ Hannah	In progress	
High	ONGOING	S Social Media Posts - Daily	Matt/Leanne	In progress	
High	ONGOING	V Weekly BOS Videos	Matt	In progress	

QUESTIONS



CONTACT ME AT...

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