

The Board of Supervisors met on 1/29/19 at 10:00 a.m. in the Story County Administration Building, Assessors Conference Room. Members present: Lauris Olson, Linda Murken, and Rick Sanders, with Olson presiding. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov)). Olson announced there will be discussion to close the County and to cancel the meeting at Gates Hall this evening due to inclement weather.

**DISCUSSION OF CLOSING STORY COUNTY TODAY AND WEDNESDAY** – Alissa Wignall, Human Resources (HR) Director, reported on the County's inclement weather policy. Discussion took place. Deb Schildroth, External Operations Director, reported on Secondary Roads. Sanders recommended closing to the public today at 1 p.m. and all day Wednesday with department heads and elected officials determining needs of their individual offices. Olson stated staff will draft and issue a press release. Murken moved, Sanders seconded to close to the public from 1 p.m. Tuesday until 8 a.m. Thursday with the exception of essential operations. Murken moved, Sanders seconded to amend the motion to include it is the purview of department heads and elected officials how to manage their offices and departments. Motion carried unanimously (MCU) on a roll call vote. Sanders suggested for Leanne Harter, Special Projects and County Outreach Manager, to draft a press release and for Wignall to draft an email for closure, and for the Board to take a five-minute recess when both documents were prepared.

**FUNDING REQUEST FROM COMMUNITY AND FAMILY RESOURCES (CFR) FOR THE IOWA DEPARTMENT OF PUBLIC HEALTH SUBSTANCE ABUSE PREVENTION SERVICES/SUPPLIES IN STORY COUNTY** – Shelly Zabel, CFR Prevention Supervisor, reported on a grant for substance abuse and prevention services, requesting \$7,200.00 for FY20. Sanders stated to be consistent with past requests to refer to ASSET administrative team to look for comments, advice, and return to the Board. Murken moved, Sanders seconded to refer to the Analysis of Social Services Evaluation Team (ASSET) for comments and advice. Lisa Markley, Assistant Auditor, asked if the request is for additional funds. Zabel stated yes. Deb Schildroth, External Operations Director, stated she will add to the ASSET agenda. Roll call vote. (MCU)

**MINUTES: 1/22/19 Minutes** – Sanders moved, Murken seconded the approval of Minutes as presented. Roll call vote. (MCU)

Olson recessed the meeting for five minutes at 10:32 a.m. in order to review the press release; she reconvened the Board at 10:37 a.m.

Sanders moved, Murken seconded the approval of Consent Agenda as presented.

1. Contract for Highway Right-of-Way with Jim and Nancy Bates Family Trust for the purchase of permanent easement for \$310.88, Project # L-G29--73-85
2. Final Pay Voucher for Weidemann Inc., for Box Culvert Project #FM-C085(147)--55-85
3. Quarterly Report: Veterans Affairs
4. Title VI Non-Discrimination Agreement between Iowa Department of Transportation and Story County
5. US Department of Transportation Standard Title VI/Non-Discrimination Assurances
6. New Special Class C Liquor License (BW)(Beer/Wine) License for the Whimsical Wine Trailer, 5820 Lincoln Highway, Ames, Iowa, effective 2/15/19-8/15/19, including Class B Native Wine Permit
7. Resolution #19-71 Award of Bid for Project FM-C085(149)--55-85 and that the Chair be authorized to sign the contract documents on behalf of the Board
8. Resolution #19-72 Award of Bid for Project FM-C085(150)--55-85 and that the Chair be authorized to sign the contract documents on behalf of the Board
9. Quote between Story County and Solutions to upgrade the AS400 server for \$28,030.80
10. Certificate of Appointment of Reserve Deputy Sheriff Benjamin Paul Lee, effective 1/24/19
11. Certificate of Appointment of Reserve Deputy Sheriff James Paul Pepper, effective 1/23/19
12. Reserve Deputy Sheriff Reimbursement Agreement between Benjamin Paul Lee and Story County, effective 1/23/19-1/23/23
13. Reserve Deputy Sheriff Reimbursement Agreement between James Paul Pepper and Story County, effective 1/24/19-1/24/23
14. Utility Permit: #19-24

Roll call vote. (MCU)

**SECOND CONSIDERATION OF ORDINANCE NO. 281, AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY** – Emily Zandt, County Planner, provided an overview and background information. No additional public comments have been received. The Planning and Zoning Commission recommends approval with conditions, and requests waiver of the third and final reading. Olson opened the public hearing at 10:41 a.m., and, hearing no comments, she closed the public hearing at 10:41 a.m. Sanders moved, Murken seconded the approval of the Second Consideration of Ordinance No. 281, Amending Certain Boundaries of the Official Zoning Map of Story County and Waived the Third and Final Reading. Roll call vote. (MCU)

**RESOLUTION #19-69, UN-COMMITMENT OF FUND BALANCE FOR CONSERVATION PURPOSES** – Lisa Markley, Assistant Auditor, reported the total amount to be un-committed is \$16,375.31. Sanders moved, Murken seconded the approval of Resolution #19-69, Un-Commitment of Fund Balance for Conservation Purposes for \$16,375.31. Roll call vote. (MCU)

**RESOLUTION #19-70, UN-COMMITMENT OF FUND BALANCE FOR MOTOR GRADER LEASE** – Lisa Markley, Assistant Auditor, reported the total amount to be un-committed is \$661,140 for the new lease of motor graders. Sanders moved, Murken seconded the approval of Resolution #19-70, Un-Commitment of Fund Balance for Motor Grader Lease for \$661,140.00. Roll call vote. (MCU)

**PROCESS FOR ANNOUNCING, SCHEDULING, INTERVIEWING AND APPOINTING MEMBERS TO STORY COUNTY BOARDS AND COMMISSIONS** – Olson provided background information. Deb Schildroth, External Operations Director, reported on vacancies and the current process. Discussion took place regarding the proposal. Sanders stated he is comfortable with informal discussion and receiving comments from the Chair and staff. Murken stated the proposed process promotes professionalism, and provides consistent and reliable information. Murken moved to develop a process for all Board of Supervisors to each interview every applicant individually. Sanders seconded for discussion. Discussion took place. Olson provided additional clarifying remarks. Murken called the

question. Murken aye, Sanders nay, Olson aye. Motion carries. Olson directed Schildroth and Alissa Wignall to work together on details and finalizing the process.

**THE ONGOING ROLE AND MEMBERSHIP OF THE WATERSHED ASSESSMENT IMPLEMENTATION**

**MATRIX WORKING GROUP** – Olson asked about future plans and tasks, and requested adding Environmental Health to the working group if it continues. Mike Cox, Conservation Director, reported on the implementation plan. He stated there is a water quality component for each member. The overall task of the group is to guide the County efforts. Leanne Harter, Special Projects and County Outreach Manager, agreed with Cox, and stated the working group educated one another in developing a matrix. Jerry Moore, Planning and Development Director, stated the next step is identifying a central coordinator to manage tasks and partnerships, and communicate with the Board. Olson asked if the group would continue in an advisory capacity. Moore stated yes. Olson asked if the coordinator should be a County employee. Moore stated yes. Cox stated the intent of the group is advisory. Discussion took place regarding a full-time position. Sanders stated it relates directly to Conservation. Murken asked for a point of order: no further discussion today, but to consider a detailed proposal at a later meeting. Sanders and Olson concurred that Murken will work with the group and staff, including Environmental Health, on draft recommendations.

**APPOINTING A WATERSHED COORDINATOR FOR RECOMMENDING, PLANNING AND IMPLEMENTING ACTIVITIES ASSOCIATED WITH THE WATERSHED ASSESSMENT IMPLEMENTATION PLAN, UP TO AND INCLUDING CONSIDERATION OF SOLICITING REQUESTS FOR PROPOSALS** – to be considered at a later date.

**RESOLUTION #19-57, CONSTRUCTION EVALUATION RESOLUTION, RELATING TO THE CONSTRUCTION OF A CONFINEMENT FEEDING OPERATION STRUCTURE – ONLY IF THE 1/29/19 MEETING AT 7:00 PM IS CANCELLED** – Sanders moved the approval of Resolution #19-57, Construction Evaluation Resolution, Relating to the Construction of a Confinement Feeding Operation Structure, Murken seconded. Murken called the question. Roll call vote. (MCU)

**ANIMAL CONTROL QUARTERLY REPORT** – Sue McCaskey reported on recommendations for animals in very cold weather, shelter statistics, remodeling project, open house, increase in adoptions, fundraising event and supporters, opportunity for cat neutering, and pilot program for extended hours. She brought a cat as an example of the physical outcomes of winter animal abandonment.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE**

**SUPERVISORS**: Sanders reported on StoryComm meeting on Friday. Olson reported on Monday's Compensation Board meeting.

Sanders moved, Murken seconded to adjourn at 12:25 p.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Tentative Agenda  
1/29/19

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. Discussion And Consideration Of Funding Request From Community And Family Resources For The Iowa Department Of Public Health Substance Abuse Prevention Services/Supplies In Story County - Shelly Zabel, Prevention Supervisor

Department Submitting Auditor

Documents:

CFR.PDF  
CFR FUNDING PROPOSAL FY20.PDF

5. CONSIDERATION OF MINUTES:

- I. 1/22/19 Minutes

Department Submitting Auditor

6. CONSENT AGENDA:

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

- I. Consideration Of Contract For Highway Right Of Way With Jim And Nancy Bates Family Trust For The Purchase Of Permanent Easement For \$310.88, Project # L-G29--73-85

Department Submitting Engineer

Documents:

ROW CTR JIM AND NANCY BATES FAMILY TRUST.PDF

- II. Consideration Of Final Pay Voucher For Weidemann Inc., For Box Culvert Project #FM-C085(147)--55-85

Department Submitting Engineer

Documents:

FPV WEIDEMANN 147.PDF

- III. Consideration Of Quarterly Report: Veterans Affairs

Department Submitting Auditor

Documents:

VA QTR.PDF

IV. Consideration Of Title VI Non-Discrimination Agreement Between Iowa Department Of Transportation And Story County

Department Submitting Board of Supervisors

Documents:

IOWADOT.PDF

V. Consideration Of USDOT Standard Title VI/Non-Discrimination Assurances

Department Submitting Board of Supervisors

Documents:

STAND ASSURANCES DOT 2019.PDF

VI. Consideration Of A New Special Class C Liquor License (BW)(Beer/Wine) License For The Whimsical Wine Trailer, 5820 LIncoln Highway, Ames, Ia., Effective 2/15/19-8/15/19 Including Class B Native Wine Permit

Department Submitting Auditor

Documents:

WHIMISICAL WINE TRAILER.PDF

VII. Consideration Of Resolution #19-71 Award Of Bid For Project FM-C085(149)--55-85 And That The Chair Be Authorized To Sign The Contract Documents On Behalf Of The Board

Department Submitting Engineer

Documents:

RES 19 71.PDF

VIII. Consideration Of Resolution #19-72 Award Of Bid For Project FM-C085(150)--55-85 And That The Chair Be Authorized To Sign The Contract Documents On Behalf Of The Board

Department Submitting Engineer

Documents:

RES 19 72.PDF

- IX. Consideration Of Quote Between Story County And Solutions To Upgrade The AS400 Server For \$28,030.80 (Budgeted)

Department Submitting Information Technology

Documents:

STORY COUNTY POWER 9 QUOTE 15648.PDF  
STORY COUNTY PROPOSAL 2019 FOR POWER 9.PDF

- X. Consideration Of Certificate Of Appointment Of Reserve Deputy Sheriff Benjamin Paul Lee Effective 1/24/19

Department Submitting Sheriff

Documents:

PEPPER CERTIFICATE OF APPOINTMENT.PDF

- XI. Consideration Of Certificate Of Appointment Of Reserve Deputy Sheriff James Paul Pepper Effective 1/23/19

Department Submitting Sheriff

Documents:

LEE RESERVE APPOINTMENT CERTIFICATE.PDF

- XII. Consideration Of Reserve Deputy Sheriff Reimbursement Agreement Between Benjamin Paul Lee And Story County Effective 1/23/19 To 1/23/23

Department Submitting Sheriff

Documents:

RESERVE AGREEMENT LEE.PDF

- XIII. Consideration Of Reserve Deputy Sheriff Reimbursement Agreement Between James Paul Pepper And Story County Effective 1/24/19 To 1/24/23

Department Submitting Sheriff

Documents:

PEPPER RESERVE DEPUTY AGREEMENT.PDF

- XIV. Consideration Of Utility Permit(S): #19-024

Department Submitting Engineer

Documents:

7. PUBLIC HEARING ITEMS:

- I. Second Consideration Of Ordinance No. 281, Amending Certain Boundaries Of The Official Zoning Map Of Story County And Resolution #19-60 C2C Future Land Use Map Amendment – Prairie Vineyards LC Rezoning – Emily Zandt

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF  
ORDINANCE 281.PDF  
RESOLUTION 19 60.PDF  
APPLICATION MATERIALS.PDF

8. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Resolution #19-69, Un-Commitment Of Fund Balance For Conservation Purposes - Lisa Markley

Department Submitting Auditor

Documents:

RESOLUTION 1969.PDF

- II. Discussion And Consideration Of Resolution #19-70, Un-Commitment Of Fund Balance For Motor Grader Lease - Lisa Markley

Department Submitting Auditor

Documents:

RESOLUTION 1970.PDF

- III. Discussion And Consideration Of Process For Announcing, Scheduling, Interviewing And Appointing Members To Story County Boards And Commissions - Lauris Olson

Department Submitting Board of Supervisors

Documents:

BOARDS COMMISSIONS RECOMMENDATION.PDF

- IV. Discussion And Consideration Of The Ongoing Role And Membership Of The Watershed Assessment Implementation Matrix Working Group

Department Submitting Board of Supervisors

Documents:

ACTION STEP WATERSHED ASSESSMENTS PRESENTED TO BOS  
12182018.PDF

- V. Discussion And Consideration Of Appointing A Watershed Coordinator For Recommending, Planning And Implementing Activities Associated With The Watershed Assessment Implementation Plan, Up To And Including Consideration Of Soliciting Requests For Proposals

Department Submitting Board of Supervisors

- VI. Discussion And Consideration Of Resolution #19-57, Construction Evaluation Resolution, Relating To The Construction Of A Confinement Feeding Operation Structure - ONLY IF THE 1/29/19 MEETING AT 7:00 PM IS CANCELLED

Department Submitting BOS

Documents:

13703.PDF

9. AGENCY REPORTS:

10. DEPARTMENTAL REPORTS:

- I. Animal Control Quarterly Report - Sue McCaskey

Department Submitting Auditor

Documents:

ACO QTR.PDF

11. OTHER REPORTS:

12. 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.

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

14. ADJOURNMENT:

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

Story County Board of Supervisors  
Meeting  
1/29/19

NAME

ADDRESS

Jerry Moore  
Emily Zandt  
Ann Mankley  
John Maronick  
Stacie Herridge  
MARGARET JAYNES  
DUSTIN INGRAM  
Todd Lundrell  
Hissa Wignell  
Deb Schildroth

P&D  
P&D  
And  
4523 Westbury Lane  
Recorder  
EH  
ARDC  
BOS  
BOS  
BOS office



## Community and Family Resources Proposal for Funds-FY'20 Story County

Community and Family Resources (CFR) was recently selected as the Substance Abuse and Problem Gambling Prevention provider for Story County through a competitive grant process hosted by Iowa Department of Public Health. This grant is called the Integrated Network Provider (INP) with an initial contract period running from January 1, 2019-June 30, 2020. Funds are being requested in FY'20 to complement and supplement INP funds. These funds would be used to pay for Evidence Based Program curriculum, supplies, and provide services where INP funds cannot be used or are limited (i.e. working directly with youth at a service project or working with youth who may already be in treatment). CFR is requesting \$7,200 for FY'20.

CFR provides substance abuse prevention services utilizing the Strategic Prevention Framework which consists of: Assessment, Capacity, Planning, Implementation, and Evaluation. Sustainability and cultural competence are considered in all steps of the Strategic Prevention Framework. This Framework provides us with direction in each community as needs differ throughout our communities.

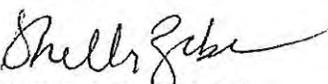
The following seven strategies are applied depending upon individual community needs:

- Information Dissemination-Bringing about awareness of an issue
- Prevention Education-Two way approach to teach skills
- Positive Alternatives-Provides fun and challenging opportunities with supervision
- Environmental Strategies -Focuses on the setting in which people work, live, and socialize
- Community Based Processes -Strengthens resources such as coalitions or communities to prevent substance abuse
- Identification of Problems and Referral to Services -Determining when high risk behavior necessitates intervention

Using these seven strategies will help us in providing the services most relevant to Story County.

We look forward to providing Prevention Services in this new year.

Sincerely,

  
Shelly Zabel, MPH, CPS

**APPROVED**      **DENIED**

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

Meeting Date: 1-29-19

Follow-up action: to take to

Assoc Admin team for

report on review + bring back

to board

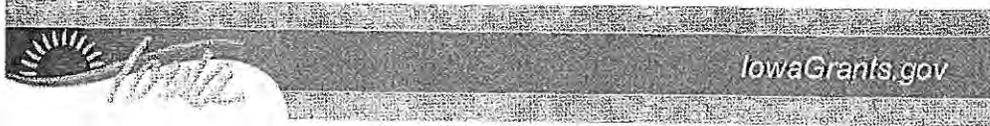


726 S. 17th St. | Fort Dodge, IA | 50501  
1619 S. High Ave. | Ames, IA | 50010



p. 515.232.3206  
f. 515.232.3780

[cfrhelps.org](http://cfrhelps.org)



Grant Details

**267231 - FY19 IDPH Substance Use and Problem Gambling Services Integrated  
 Provider Network RFP 58818015**

292632 - 2019 Integrated Provider Network

Substance Abuse Prevention & Treatment

Grant Title: 2019 Integrated Provider Network  
 Grant Number: 5889PN06  
 Grant Status: Underway

Comments:  
 Applicant Organization: Community and Family Resources  
 Grantee Contact: Michelle De La Riva

Award Year: 2019  
 Program Area: Substance Abuse Prevention & Treatment

Amounts:			
Contract Dates:	Contract Sent	Contract Received	Contract Executed
Project Dates:	01/10/2019 <small>Proposal Date</small>	01/01/2019 <small>Project Start</small>	06/30/2020 <small>Project End</small>

Grant Administrator:  
 Contract Number\* 5889PN06  
 Award Year 2019

Contract Dates  
 Contract Received  
 Contract Executed  
 Contract Legal

Contract Sent	Contract Received	Contract Executed	Contract Legal
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Project Dates 01/01/2019

Project End 06/30/2020

Project Start	Project End
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Vendor # 00002109844

Prepared by/Return to: Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

## CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 10-29-100-100  
 PROJECT No: L-G29-73-85  
 ROAD No: Sand Hill Trail

THIS AGREEMENT made and entered into this 11<sup>th</sup> day of January, A.D. 20 19 by and between

**JIM AND NANCY BATES FAMILY TRUST**

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

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):  
 The West 27.00 feet of the East 60.00 feet of the South 60.00 feet of the North 93.00 feet of the NW¼, NW¼ in Section 29, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa. Easement contains 0.09 acres of which 0.05 acres is existing R.O.W.

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

See attached graphical representation

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

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

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

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

	Payment Amount	Agreed Performance
\$	<u>310.88</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>310.88</u>	<b>TOTAL LUMP SUM</b>

BREAKDOWN:	ac.=acres	sq.ft.=square feet				
Land by Fee Title		ac./sq.ft.	\$		Buildings & Improvements	\$
Underlying Fee Title		ac./sq.ft.	\$		Fence <u>    </u> rods woven	\$
Permanent Easement	<u>0.04</u>	ac./sq.ft.	\$	<u>285.88</u>	Fence <u>    </u> rods barb	\$
Temporary Easement		ac./sq.ft.	\$			
Damages for:						\$
					<u>Future Abstract Entry in the amount of \$25.00</u>	

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

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

X Jim Bates  
X Randy Bates

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

**Additional Right of Way Agreements:**

Arizona  
SELLER'S ACKNOWLEDGMENT  
STATE OF IOWA: ss On this 11th day of January, 2019, before me, the undersigned, personally appeared Jim and Nancy Bates

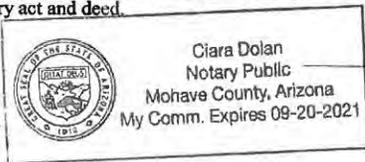
Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



BUYER'S APPROVAL

Darren Moon

Recommended by: Darren Moon P.E., Story County Engineer



[Signature]  
Notary Public in and for the State of Arizona

1-21-19

(Date)

[Signature]

Approved by: Chairperson, Story County Board of Supervisors

1-29-19

(Date)

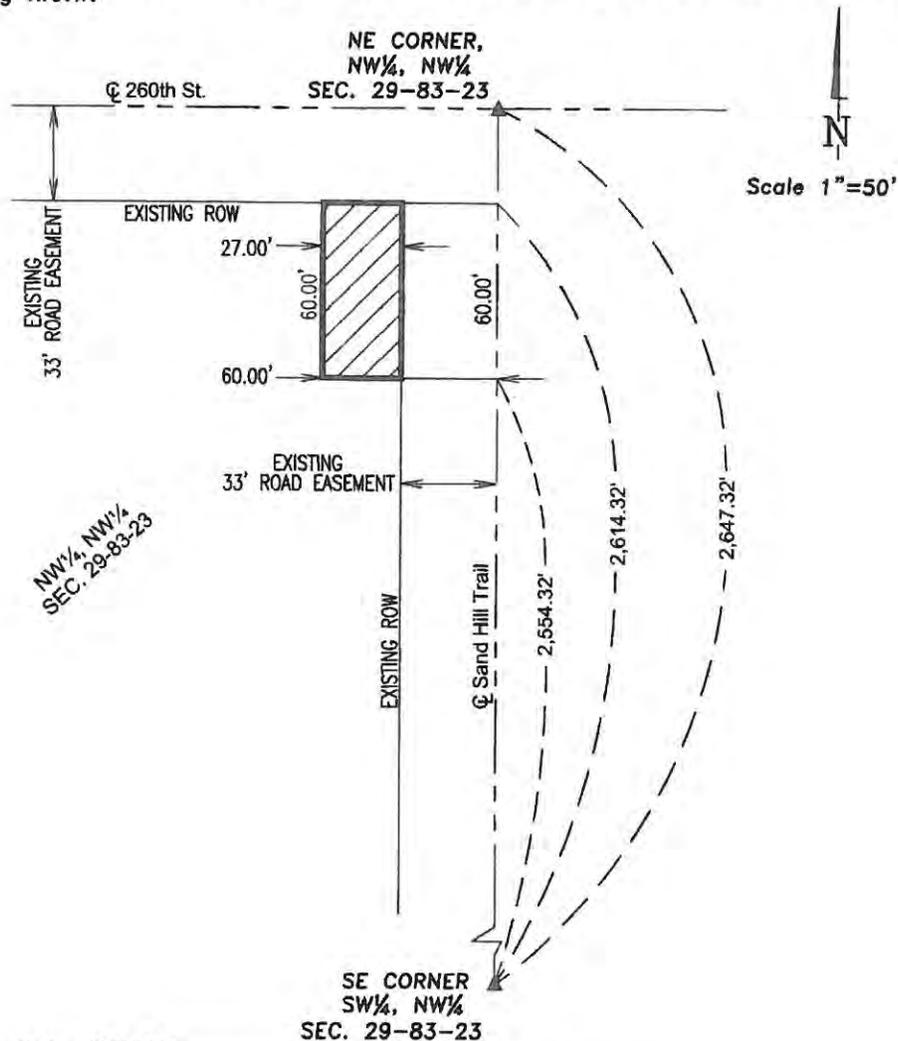
"Exhibit A"

## STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. L-G29--73-85 PARCEL NO. 10-29-100-100  
 SECTION 29, TOWNSHIP 83N, RANGE 23W, OF THE 5TH P.M., STORY COUNTY, IOWA.  
 ACQUIRED FROM JIM AND NANCY BATES FAMILY TRUST

EXISTING R.O.W. 0.05 ACRES NEW R.O.W. 0.04 ACRES TOTAL R.O.W. 0.09 ACRES

The West 27.00 feet of the East 60.00 feet of the South 60.00 feet of the North 93.00 feet of the NW $\frac{1}{4}$ , NW $\frac{1}{4}$  in Section 29, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa. Easement contains 0.09 acres of which 0.05 acres is existing R.O.W.



DATE DRAWN 11/28/18

G:\Autocad\Projects\Culverts\2019\Sand Hill Intersection RCB\ROW\Bates\Bates Plat.dwg

Contract 034968



Iowa Department of Transportation  
CONTRACT CONSTRUCTION PROGRESS VOUCHER

FM-C085 (147) --55-85  
RCB Culvert - New / Replacement  
STORY COUNTY ENGINEER

Voucher No. 7

DATE LAST VOUCHER 12-27-18  
MO. DAY YR.

THIS VOUCHER MO. DAY YR.

DAYS WORKED		RET. %
TO DATE	LAST VOUCH. AUTH.	
18.0	20.0	3.000

Contractor No. 48100 WEIDEMANN INC DOWS, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING	TOTAL	
									Comp. Last Voucher	TO DATE
0010	0.300	0.300	Acres	410	000	300	000	000	000	000
0020	335.400	335.400	Cubic Yd	410	000	335400	000	000	000	000
0030	87.200	87.200	Cubic Yd	410	000	87200	000	000	000	000
0040	4500.000	4500.000	Lump Sum	430	000	4500000	000	000	000	000
0050	345.000	345.000	Cubic Yd	430	000	345000	000	000	000	000
0060	100.000	100.000	Linn Ft	420	000	100000	000	000	000	000
0070	4.000	4.000	Each	420	000	4000	000	000	000	000
0080	10.000	10.000	Linn Ft	418	000	39000	000	000	000	000
0090	1.000	1.000	Each	418	000	1000	000	000	000	000

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

1. 1-21-19 *[Signature]* PROJECT ENGINEER CERTIFICATION

2. 1-28-19 *[Signature]* CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL

3. DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

for \_\_\_\_\_ the \_\_\_\_\_ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE PROJECT APPROVED FOR PAYMENT \_\_\_\_\_

DATE PROJECT RECORDS REVIEWED \_\_\_\_\_

DATE PROJECT RECORDS NOT REVIEWED \_\_\_\_\_

DATE BASED ON THE PROJECT ENGINEER'S CERTIFICATION \_\_\_\_\_

DATE SIGNED CLAIMANT (CONTRACTOR) \_\_\_\_\_

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

Contract 034968

Voucher No. 7



**Iowa Department of Transportation**  
**CONTRACT CONSTRUCTION PROGRESS VOUCHER**

FM-C085 (147) --55-85  
 RCB Culvert - New / Replacement  
 STORY COUNTY ENGINEER

DATE LAST VOUCHER 12-27-18  
 MO. DAY YR.

THIS VOUCHER MO. DAY YR.

ITEM NO.	DAYS WORKED		RET. %	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	PARTICIPATING				
	LAST VOUCHER	AUTH.						RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING	
0100	18.0	20.0	3.000	49.800	49.800	Sq Yard	410	000	86700	000	000	
ENGINEER FABRIC												
0110	35.000			35.000		Ton	410	000	40200	000	000	
REVETMENT, CLASS E												
0120	5.600			5.600		Cubic Yd	410	000	5600	000	000	
REVETMENT, RMV+REPLACE												
0130	4.000			4.000		Each	410	000	4000	000	000	
SAFETY CLOSURE												
0140	1925.000			1925.000		Lump Sum	401	000	1925000	000	000	
TRAFFIC CONTROL												
0150	4000.000			4000.000		Lump Sum	401	000	4000000	000	000	
MOBILIZATION												
8001	22.860			22.860			401	000	22860	000	000	
GRANULAR BACKFILL												
8999	1.000			1.000		Lump Sum	401	000	000	000	000	
STOCKPILED MATERIALS												

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. DATE \_\_\_\_\_ PROJECT ENGINEER CERTIFICATION \_\_\_\_\_

2. DATE \_\_\_\_\_ CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL \_\_\_\_\_  
 IDOT is not involved in this Farm to Market project.

3. DATE \_\_\_\_\_ DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL \_\_\_\_\_  
 Project records reviewed.  
 Project approved for payment.  
 Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, Beverly Weidemann the Site-Prep (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE 1-15-19 Beverly Weidemann SIGNED CLAIMANT (CONTRACTOR)



**Story County Commission of Veterans Affairs  
Brett D. McLain, Director**

Story County Human Services Center  
126 S. Kellogg Ave. Suite 001, Ames, Iowa 50010

Ph. 515-956-2626 Fax 515-956-2627  
www.storycountylowa.Gov  
veteransaffairs@storycountylowa.Gov

**REPORT OF VETERANS AFFAIRS COMMISSION**

**APPROVED**

**DENIED**

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

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

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

STATE OF IOWA,  
STORY COUNTY

We, the undersigned, members of the Veterans Affairs Commission, hereby certify that the following is a correct statement of the claim numbers and amount of assistance given to persons entitled to relief under Chapter 35B.10 Disbursement-inspection of records of the Code of Iowa, for the **Second Quarter FY 19 October 1, 2018 – December 31, 2018.**

STORY CO. VA CLAIM #	ASSISTANCE	AMOUNT
H – 6820	Rent	355.00
S – 3795	Rent	800.00
W – 0329	Funeral	1954.00
R – 7211	Funeral	1954.00
W – 2036	Funeral	1954.00
S – 4480	Dental Services	493.60

**Total**-----\$ **7,510.60**

*Brett McLain*

*Pat Peakin*

Brett McLain, Director

Pat Peakin, Member

*Amy Rosenberg*

*Terry Greenfield*

Amy Rosenberg, Secretary

Terry Greenfield, Member

*Lynn Lathrop*

*Russell Bauer*

Lynn Lathrop, Chair

Russell Bauer, Member

**Title VI Non-Discrimination Agreement**  
**Iowa Department of Transportation**  
**and**  
**Story County**

**Agency Information**

Name and title of administrative head:

Name: Lauris Olson Title: Board of Supervisors, Chair

Address: 900 6th Street

City: Nevada State: IA ZIP Code: 50201 County: Story

Phone/FAX: 515 382-7203/382-7206 Email: lolson@storycountyiowa.gov

Name and title of designated Title VI coordinator:

Name: Alissa Wignall Title: Director of Internal Operations and HR

Address: 900 6th Street

City: Nevada State: IA ZIP Code: 50201 County: Story

Phone/FAX: 515 382-7204/382-7206 Email: awignall@storycountyiowa.gov

\*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

**Title VI Program**

**I. Organization and staffing**

Pursuant to 23 C.F.R. § 200, Story County has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

**II. Assurances required**

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

### III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
  - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
  - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

**IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities**

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
  - (a) The alleged act of discrimination.
  - (b) Date when the person(s) became aware of the alleged discrimination
  - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
  - a) The complainant's name and address, or other means by which the complainant may be contacted.
  - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
  - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
  - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
  - e) Apparent merit of the complaint.
  - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation  
Office of Employee Services – Civil Rights  
800 Lincoln Way  
Ames, Iowa 50010  
515-239-1422  
515-817-6502 (fax)  
dot.civilrights@dot.iowa.gov

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
- a) Acknowledges receipt of the discrimination complaint.
  - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
  - c) Contains a list of each issue raised in the discrimination complaint.
  - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
  - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
- a) Name, address and phone number of the complainant.
  - b) Name(s) and address(es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, national origin, gender).
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the LPA.
  - f) A statement of the complaint.
  - g) Other agencies (state, local or federal) where the complaint has been filed.
  - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
  - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
  - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
  - b) The identity of the complainant(s).
  - c) The identity of individual respondents to the allegations.
  - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
  - b) Basis of discrimination complaint.
  - c) Description of complaint.
  - d) Date filed.
  - e) Disposition and date.
  - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

**V. Sanctions**

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

**IOWA DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**Story County**



\_\_\_\_\_  
Signature

Lauris Olson/Board of Supervisors, Chair

\_\_\_\_\_  
Printed Name and Title

January 29, 2019

\_\_\_\_\_  
Date

**Title VI Non-discrimination Policy Statement**

The \_\_\_\_\_ Story County \_\_\_\_\_, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq.*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's \_\_\_\_\_ Alissa Wignall/Board of Supervisor's Office \_\_\_\_\_, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

  
\_\_\_\_\_  
Signature

Lauris Olson, Board of Supervisors, Chair  
\_\_\_\_\_  
Printed Name and Title

January 29, 2019  
\_\_\_\_\_  
Date

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

The Story County (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the **FHWA**.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Story County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

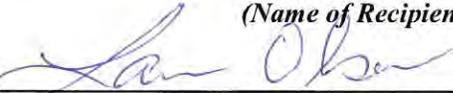
By signing this ASSURANCE, Story County also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Story County gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on **Iowa**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Story County

*(Name of Recipient)*

by



*(Signature of Authorized Official)*

DATED

1-29-19

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW, THEREFORE**, the Department of Transportation as authorized by law and upon the condition that the Story County will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Story County all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto Story County and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Story County, its successors and assigns.

The Story County, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Story County will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Story County pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Story County will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Story County will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Story County and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/  
agreements entered into by Story County pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Story County will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Story County will there upon revert to and vest in and become the absolute property of Story County and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



**Policy Effective Date:** 02/15/2019

**Policy Expiration** 08/15/2019

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**

Prepared by and return to: The Story County Engineer's Office, 837 N Ave, Nevada Iowa 50201 Phone 515-382-7355

**RESOLUTION #19-71**  
Story County Board of Supervisors

Award of Bid for Project FM-C085(149)--55-85

RCB Culvert Replacement: On 290<sup>th</sup> Ave. 0.42 mi. East of the N1/4 Corner of Section 11-82-24.

**BE IT RESOLVED**, by the Story County Board of Supervisors, as follows:

Section 1: That bid for FM-C085(149)--55-85 be awarded to the low bidder, PETERSON CONTRACTORS INC., REINBECK, IA for the total cost of \$159,482.75.

Section 2: That the chair be authorized to sign the contract documents on behalf of the board.

Section 3: That this resolution shall take effect immediately

Adopted this 29<sup>th</sup> day of January, 2019

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

**Recommended Approval by:**

Darren Moon 1-24-19  
Darren R. Moon, P.E. Date  
County Engineer

Lauris Olson  
Lauris Olson, Chairperson  
Board of Supervisors

ATTEST: Lucy Martin  
Lucy Martin  
County Auditor

Prepared by and return to: The Story County Engineer's Office, 837 N Ave, Nevada Iowa 50201 Phone 515-382-7355

**RESOLUTION #19-72**  
Story County Board of Supervisors

Award of Bid for Project FM-C085(150)--55-85

HMA Resurfacing: On E63, from Highway 65 east 5.7 Miles to the Marshall County Line;

**BE IT RESOLVED**, by the Story County Board of Supervisors, as follows:

Section 1: That bid for FM-C085(150)--55-85 be awarded to the low bidder, Manatt's Inc., Brooklyn, IA for the total cost of \$971,611.19.

Section 2: That the chair be authorized to sign the contract documents on behalf of the board.

Section 3: That this resolution shall take effect immediately

Adopted this 29<sup>th</sup> day of January, 2019

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

**Recommended Approval by:**

Darren Moon 1-24-19  
Darren R. Moon, P.E. Date  
County Engineer

Lauris Olson 1-29-19  
Lauris Olson, Chairperson  
Board of Supervisors

ATTEST: Lucy Martin  
Lucy Martin  
County Auditor

# SOLUTIONS

**Solutions, Inc**  
 Phone: (712) 262-4520  
 Fax: (712) 262-3477  
 2311 West 18th Street  
 Spencer, IA 51301

**Quote**  
 No.: **15648**  
 Date: 1/23/2019

Prepared for:  
 Barbara Steinback  
 Story County IA I.T. Office  
 900 6th Street  
 Nevada, IA 50201 U.S.A.

Prepared by: Gregory E. Davis  
 Account No.: 745  
 Phone: (515) 382-7300  
 Fax: (515) 382-7349

Quantity	Part Number	Description	UOM	Discount	Sell	Total
<b>IBM i running on the Power 9 Processor</b>						
<b>New IBM Power 9 System.</b>						
1	9009-41A	Server:9009-41A	EA	\$315.00	\$2,835.00	\$2,835.00
1	9009-41A-0040	Mirrored System Disk Level Specific Code	EA	\$0.00	\$0.00	\$0.00
1	9009-41A-0267	IBM i Operating System Partition Specify	EA	\$0.00	\$0.00	\$0.00
1	9009-41A-2145	Primary OS - IBM i	EA	\$0.00	\$0.00	\$0.00
3	9009-41A-2319	Factory Deconfiguration of 1 core	EA	\$0.00	\$0.00	\$0.00
1	9009-41A-4650	Rack Indicator - Not Factory Integrated	EA	\$0.00	\$0.00	\$0.00
1	9009-41A-5228	PowereVM Enterprise Edition	EA	\$0.00	\$0.00	\$0.00
1	9009-41A-5557	System Console -Ethernet No IOP	EA	\$0.00	\$0.00	\$0.00
1	9009-41A-5899	PCIe2 4-port 1GbE Adapter	EA	\$35.10	\$315.90	\$315.90
2	9009-41A-6458	Power Cable 4.3m (14-ft), Drawer to IBM PDU, (250V/10A)	EA	\$2.80	\$12.60	\$25.20
1	9009-41A-9441	New IBM i License Core Counter	EA	\$0.00	\$0.00	\$0.00
2	9009-41A-EB2M	System AC Power Supply, 1400 W for Server (200-240 VAC)	EA	\$75.00	\$337.50	\$675.00
1	9009-41A-EB73	IBM i 7.3 Indicator	EA	\$0.00	\$0.00	\$0.00
1	9009-41A-ECCF	System Port Converter Cable for UPS	EA	\$15.00	\$135.00	\$135.00
1	9009-41A-EJ1D	Expanded Function Storage Backplane 18 SFF-3 Bays/Dual IOA with Write Cache/Opt Ext SAS port	EA	\$409.90	\$3,689.10	\$3,689.10
1	9009-41A-EJTZ	Rack-mount Rail Kit	EA	\$19.90	\$179.10	\$179.10
1	9009-41A-EJUF	Front IBM Bezel 18-Bay Backplane	EA	\$20.00	\$180.00	\$180.00
4	9009-41A-EM62	16 GB DDR4 Memory	EA	\$247.60	\$567.00	\$2,268.00
1	9009-41A-EP10	4-core Typical 2.3 to 3.8 GHz (max) POWER9 Processor	EA	\$181.50	\$1,633.50	\$1,633.50
4	9009-41A-EP40	One Processor Activation for Processor Feature #EP10	EA	\$0.00	\$0.00	\$0.00
1	9009-41A-ESCG	Shipping and Handling - b	EA	\$33.90	\$305.10	\$305.10
6	9009-41A-ESNJ	283GB 15K RPM SAS SFF-3 4k Block Cached Disk Drive (IBM i)	EA	\$330.00	\$495.00	\$2,970.00
1	9009-41A-EU0B	Operator Panel LCD Display	EA	\$39.90	\$359.10	\$359.10
1	9009-41A-EU19	Velcro Ties & Cable Labels	EA	\$2.50	\$22.50	\$22.50

**Quote**  
**No.:** 15648  
**Date:** 1/23/2019

Quantity	Part Number	Description	UOM	Discount	Sell	Total
1	9009-41A-EU2C	Express Edition 4 core (IBM i)	EA	\$0.00	\$0.00	\$0.00
<b>Power 9 Total Hardware before Discounts \$17,325 - For RAID 5 with hot spare add \$495, for RAID 6 with hot spare add \$990, for RAID 1+0 add \$1,980.</b>						<b>\$15,592.50</b>
<b>Software Licensing and Transfer Fees for IBM i</b>						
1	5692-A6P-1101	System Software - DVD Process No Charge	EA	\$0.00	\$0.00	\$0.00
1	5722-WE2	WEB Enablement for i5/OS Websphere Express V7.0	EA	\$0.00	\$0.00	\$0.00
1	5733-OMF	OmniText Finder for DB2 i5 OS	EA	\$0.00	\$0.00	\$0.00
1	5733-WQX	IBM DB2 Web Query for i Registration	EA	\$0.00	\$0.00	\$0.00
1	5733-XT2	XML Toolkit for IBM System i XML Toolkit for iSeries	EA	\$0.00	\$0.00	\$0.00
1	5765-PVE-0000	POWERVM ENTERPRISE EDITION	EA	\$0.00	\$0.00	\$0.00
1	5770-QU1-0000	IBM QUERY FOR I	EA	\$0.00	\$0.00	\$0.00
1	5770-SS1-1448	OTC per IBM i license transfer Transfer the Operating System from Previous System	EA	\$500.00	\$4,500.00	\$4,500.00
1	5770-SS1-6348	IBM i per Proc Transfer Registration Transfer the Processor License from Previous System	EA	\$0.00	\$0.00	\$0.00
8	5770-SS1-6351	IBM i per User Transfer Registration (blk of 5) Transfer the User Licenses from Previous System	EA	\$0.00	\$0.00	\$0.00
1	5770-SSC-1561	OTC per 5 Base Users charged with Hardware (E4x/41A 4-core)	EA	\$0.00	\$0.00	\$0.00
1	5770-WDS-0000	IBM Rational Development Studio for i	EA	\$0.00	\$0.00	\$0.00
1	5770-XW1	IBM i Access Family	EA	\$0.00	\$0.00	\$0.00
<b>Software Transfers and Licensing</b>						<b>\$4,500.00</b>
<b>Hardware and Software Maintenance for IBM i. Hardware purchase includes three years of maintenance NBD. Software Maintenance for up to three years 24 x 7 has been added here.</b>						
1	5665-WQE	90-Day Transition SWMA for 573-WQE OTC Upg per Core Registration	EA	\$0.00	\$0.00	\$0.00
1	5733-SPE-4942	P05 Software Maintenance Additional 2 Years Maintenance	EA	\$290.00	\$2,610.00	\$2,610.00
1	5733-SP3	IBM Software Maintenance for IBM i and Selected Products, 3 Year Registration	EA	\$0.00	\$0.00	\$0.00
1	5733-SP3-0001	IBM Software Maintenance for IBM i and Selected Products, 3 Year Registration - P05	EA	\$0.00	\$0.00	\$0.00
1	5733-SP3-0003	P05 Registration/Renewal 24x7	EA	\$43.50	\$391.50	\$391.50
1	5773-PVE-0999	PowerVM Enterprise Per Processor Small Edition SWMa3YReg	EA	\$30.00	\$270.00	\$270.00
Total 3 Years from Purchase date						
<b>Total Hardware and Software maintenance</b>						<b>\$3,271.50</b>

**Quote**  
 No.: **15648**  
 Date: 1/23/2019

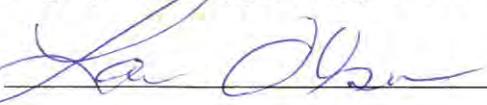
Quantity	Part Number	Description	UOM	Discount	Sell	Total
<b>Total Hardware and Software before Off site backup and RDX</b>						<b>\$23,364.00</b>
<b>Hybrid Back up option. 4 1 TB - RDX Cartridges for quarterly back ups (IPL requirement) and your existing EVault Cloud back up for nightly backups.</b>						
1	9009-41A-EUA4	RDX USB External Docking Station	EA	\$37.00	\$333.00	\$333.00
1	9009-41A-EU01	1TB Removeable Disk Drive Cartridge	EA	\$85.55	\$213.45	\$213.45
3	Q2044A	HPE RDX - RDX - 1 TB / 2 TB - for StorageWorks RDX Removable Disk Backup System DL Server Module	EA	\$70.65	\$213.45	\$640.35
1 year Warranty <i>The HPE RDX Removable Disk Cartridge is a rugged and removable hard disk drive cartridge that provides offsite data protection and quick access to your most critical data. Backups are simple and easy with drag and drop file access and fast disk based performance (up to 360 GB/hr.). There is a choice of disk capacities ranging from 500 GB, 1 TB, 2 TB and now 3 TB of data in a single cartridge. These long lasting removable disk cartridges are forward and backward compatible with all the HPE RDX internal and external docking stations, lowering your overall cost of ownership.</i>						
<b>Total Hybrid backup</b>						<b>\$1,186.80</b>
<b>Estimated Labor rate</b>						
24.00	Labor Rate TCE - L3	Labor Rate - Technical, Consulting and Education Level 3	EA	\$0.00	\$145.00	\$3,480.00
<b>Labor rate - plus travel</b>						<b>\$3,480.00</b>

Item Total:	\$30,815.60
<b>Your Price:</b>	<b>\$28,030.80</b>
<b>Total:</b>	<b>\$28,030.80</b>
<b>You saved:</b>	<b>\$2,784.80</b>
<b>For a savings of 9.04%</b>	

Prices are firm until 2/22/2019      Terms: Net 30

**Prepared by:** Gregory E. Davis, gdavis@gmdsolutions.com

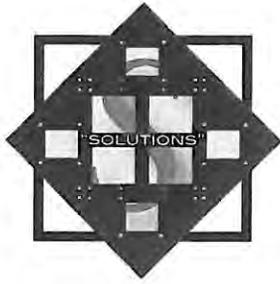
**Date:** 1/23/2019

**Accepted by:** 

**Date:** 1-29-19

**Disclaimer**

Please sign on the bottom of this proposal your acceptance of this quote and fax back to my attention. Thank you for your consideration. Shipping charges will be added to orders. Installation and training costs can be estimated at a per employee cost of \$115 - \$240 an hour, travel is based on your Location for a round trip from our Offices in Spencer. Please see your standard Contracts for these rates



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

January 23, 2019

Story County  
Barbara Steinbeck  
900 6th Street  
Nevada, Iowa 50201

RE: Pricing for upgrade to new Power 9 Server

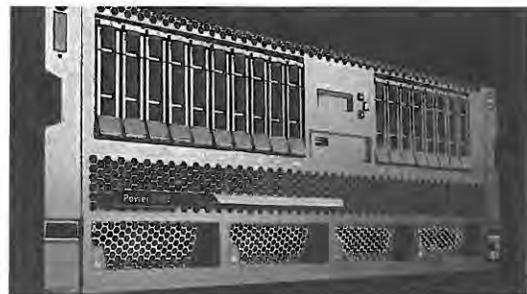
Dear Ms. Steinbeck:

Your IBM i hardware maintenance 8203-E4A Serial Number 06-E5E15, has reached End of Service 3/31/2019.

Quote to replace your iSeries (AS400):

An internal tape drive is no longer being offered. The system still requires an IPL (Initial Program Load) separate from boot media in case of a crash. As such, I have configured a low cost RDX drive for that purpose. You currently are being backed up to a Cloud based Evault for nightly backups (Off site storage for the IBM i) and use the RDX drive for IPL and quarterly backup. If you would prefer a LTO6 tape drive instead, add roughly \$4,000 to quote.

- Power 9 S914 - 4 core 3.8GHz Power 9 with 4 core Edition for System i (3 cores deactivated)
- 23,800 – 52,500 Commercial Processor Workload (CPW)
- (6) 283GB SFF SAS-3 in RAID 5 configuration (1,698 GB Raw/1,415 GB Useable) RAID 6 or 1+0 also available.
- 64GB DDR 4 DRAM
- (2) 1400-Watt **204v** redundant Power Supplies
- Nightly backup to the Cloud. RDX for quarterly backups.
- Default, transferred, and additional Applications: PowerVM Standard, IBM i V7.3, Query/400 transferred, PSF/400, Omni Search, Zend PHP Server, encryption, Web Enablement, iSeries Access, XML toolkit(s), Rational Development Studio
- (40) Version 7 i5 transferred Authenticated Users, 5 free users– total 45
- One-time Processor Activation for migrated systems
- You currently show 24x7 maintenance support on software (I do not have specifications for hardware).



<u>New 9009-41A Power 9 System with V7R3 OS</u>	<u>MSRP</u>	<u>Discounted</u>
<u>Hardware Features</u>		
Power 8 Processor System- Disk, Memory, Controllers	\$17,325.00	\$15,592.50
<u>Software Features</u>		
Transfer of System i Operating System, 40 Users/plus five free	\$5,000.00	\$4,500.00
<u>Warranty and Maintenance</u>		
Three Years of Hardware Maintenance on Power 9 System		\$0.00
Three Years of Software Maintenance bundled w/ purchase	\$2,900.00	\$2,610.00
Three Years of Software Maintenance 24 x & Support	\$435.00	\$391.50
Three Years of Power VM Express bundled w/ purchase	<u>\$300.00</u>	<u>\$270.00</u>
	\$3,635.00	\$3,271.50
<u>RDX IPL / quarterly backup and Cloud based off site backup:</u>		
RDX Drive & (4) 1TB GB RDX Drives	\$1,380.00	\$1,186.80
Total Power 9, System i operating system		<b>\$24,550.80</b>
<u>Other Costs:</u>		
Installation estimate at 20 to 24 / plus travel – \$145 x 24 hours		\$3,480.00

To put this in perspective:

1. Your existing system will be 9 years old.
2. This quote includes three years of hardware and software maintenance on the Power 9 and System i operating system.
3. Processor will be upgrading from Power 6 processor to 3.8GHz 4 Core Power 9 processor.
4. Processor Power upgraded from 4,300 – 15,600 CPW to 23,800 – 52,500 CPW
5. Memory Upgrade from 8GB to 64GB DDR4
6. Useable Disk Upgraded from 697.8 GB useable disk to 1,415 GB useable disk. For RAID 5 with hot spare add \$495, for RAID 6 with hot spare add \$990, for RAID 1+0 add \$1,980.
7. Upgrading from 40 users to 45 users.
8. Please note, this would be a good time to clean up any data or applications that are no longer being used, when this is installed

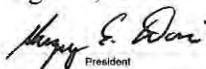
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Summary:

IBM Power 8, System i operating system	\$23,364.00
RDX Drive & (4) 1TB GB RDX Drives	\$1,186.80
Installation of 20-24 hours	<u>\$3,480.00</u>
	<b>\$28,030.80<sup>1</sup></b>

If you have any questions, please give me a call at 712-262-4520 or e-mail me at [gdavis@gmdsolutions.com](mailto:gdavis@gmdsolutions.com).

Best Regards,



Gregory E. Davis  
President

Gregory E. Davis - President "Solutions"

<sup>1</sup> Plus travel charges,

# CERTIFICATE OF APPOINTMENT OF RESERVE DEPUTY SHERIFF

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint **Benjamin Paul Lee** as Reserve Deputy and do hereby authorize and empower him to do and perform in my name as such Reserve Deputy Sheriff, all acts and things that may lawfully be done by him as such Reserve Deputy Sheriff.

Given under my hand this 23<sup>rd</sup> day of January, A.D. 2019.

  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, **Benjamin Paul Lee**, having been appointed a Reserve Deputy Sheriff of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support, protect and defend the Constitution and Government of the United States and of the State of Iowa, against all enemies, domestic or foreign; that I will bear true faith, loyalty and allegiance to the same; that I will faithfully and diligently discharge all of the duties of my superior officers; that I will conform to and enforce the laws of the State of Iowa, and the ordinances of the County of Story; that I will, in letter and spirit, support and obey the rules and regulations governing the Story County Sheriff's Office; that I will not be influenced in the discharge of my duty by fear, favor, reward or personal prejudice; that I will always conduct myself in such a manner as to reflect credit upon my fellow officers and the Story County Sheriff's Office; and in all acts and doings I will be conscious of the fact that I am in the service of the Story County Sheriff and of my fellow man, so help me God.

  
**Benjamin Paul Lee**

Subscribed and sworn to before me, this 23<sup>rd</sup> day of January, A.D. 2019.



  
Notary

Above appointment approved by the Board of Supervisors of Story County, this 29<sup>th</sup> day of ~~29~~ <sup>29</sup> ~~th~~ <sup>th</sup> A.D. 2019.

  
Story County Board of Supervisors

  
Attest: Story County Auditor

# CERTIFICATE OF APPOINTMENT OF RESERVE DEPUTY SHERIFF

STATE OF IOWA, STORY COUNTY, SS.

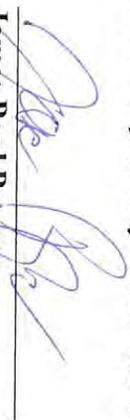
I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint **James Paul Pepper** as Reserve Deputy and do hereby authorize and empower him to do and perform in my name as such Reserve Deputy Sheriff, all acts and things that may lawfully be done by him as such Reserve Deputy Sheriff.

Given under my hand this 24th day of January, A.D. 2019.

  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, SS.

I, **James Paul Pepper**, having been appointed a Reserve Deputy Sheriff of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support, protect and defend the Constitution and Government of the United States and of the State of Iowa, against all enemies, domestic or foreign; that I will bear true faith, loyalty and allegiance to the same; that I will faithfully and diligently discharge all of the duties of my superior officers; that I will conform to and enforce the laws of the State of Iowa, and the ordinances of the County of Story; that I will, in letter and spirit, support and obey the rules and regulations governing the Story County Sheriff's Office; that I will not be influenced in the discharge of my duty by fear, favor, reward or personal prejudice; that I will always conduct myself in such a manner as to reflect credit upon my fellow officers and the Story County Sheriff's Office; and in all acts and doings I will be conscious of the fact that I am in the service of the Story County Sheriff and of my fellow man, so help me God.

  
**James Paul Pepper**

Subscribed and sworn to before me, this 24th day of January, A.D. 2019.



  
Notary

Above appointment approved by the Board of Supervisors of Story County, this 29<sup>th</sup> day of Jan A.D. 2019.

  
Story County Board of Supervisors

  
Attest: Story County Auditor

# AGREEMENT

This agreement is entered into by Story County, Iowa, hereinafter referred to as "County" and **Benjamin Paul Lee**, hereinafter referred to as "Reserve Deputy", an employee, while performing official duties for the Story County Sheriff's Office, who shall be paid one dollar per year in accordance with Chapter 80D.11 of the Iowa Code.

**THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE MEMBERSHIP OF BENJAMIN PAUL LEE AS A STORY COUNTY RESERVE DEPUTY SHERIFF, AND TO SPECIFY THE CONSIDERATION THAT BENJAMIN PAUL LEE PROVIDES THE COUNTY IN RETURN FOR SUCH MEMBERSHIP.**

1. The County and the Reserve Deputy, agree that the Reserve Deputy will attend Iowa Law Enforcement Academy (ILEA) certification classes at the expense of the County to receive certification as an ILEA certified Reserve Deputy Sheriff in accordance with Chapter 80D of the Iowa Code. The County shall also pay the expense of all other training as required by the County or ILEA. The Reserve Deputy agrees that he/she will be responsible for reimbursing the County in accordance with the rules for reimbursement as stated hereafter in this agreement. The expenses that the Reserve Deputy agrees to reimburse are pre-employment screening and uniform expenses. All of these reimbursable costs are referred to generally as "reimbursable expenses." An estimate of the costs of the "reimbursable expenses" set out above is listed in Exhibit "A", which is attached hereto and by this reference incorporated into this Agreement. "Reimbursable expenses" will be based on the actual cost incurred by the County, as these costs become known. The Reserve Deputy is responsible for reimbursing the County for all incurred costs listed in Exhibit A.
2. Reserve Deputy shall serve as a Reserve Deputy Sheriff of the County from the date of appointment.
3. In consideration for providing for this training and reimbursable expenses, the Reserve Deputy agrees to serve as a Reserve Deputy Sheriff for the County for at least four (4) years from the date of appointment.
4. In the event the Reserve Deputy does not successfully complete the training program, the Reserve Deputy shall be released from the Sheriff's Reserve Force with the County, and the Reserve Deputy shall reimburse the County for its "reimbursable expenses" incurred to that date in accordance with the terms set forth in paragraph 5.
5. In the event the Reserve Deputy resigns from the Story County Sheriff's Office without having served as a Reserve Deputy Sheriff for at least four years, the Reserve Deputy shall reimburse the County for reimbursable expenses incurred per the following schedule:

The amount of reimbursement shall be determined as follows:

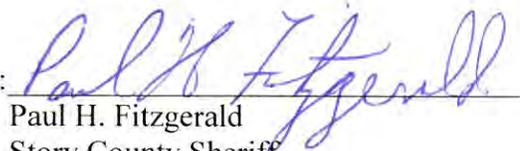
- i) If a Reserve Deputy resigns less than one year following date of appointment, one hundred percent of the total training expenses.
  - ii) If a Reserve Deputy resigns one year or more but less than two (2) years following date of appointment, seventy-five percent.
  - iii) If a Reserve Deputy resigns after two years or more but less than three (3) years following date of appointment, fifty percent.
  - iv) If a Reserve Deputy resigns after three years or more but less than four (4) years following date of appointment, twenty-five percent.
6. If the Reserve Deputy is properly terminated without having served as a Reserve Deputy Sheriff for at least four years, the Reserve Deputy shall reimburse the County for reimbursable expenses incurred in accordance with the terms set forth in paragraphs 5. If the Reserve Deputy is dismissed for any other reason, such as a reduction in force, the Reserve Deputy shall not be required to pay the County for any unpaid reimbursable costs owed.

7. At the end of four (4) years of service as a Reserve Deputy Sheriff, the Reserve Deputy shall have no obligation under this agreement.
8. Payment of the balance of any reimbursable expenses owed to the County by the Reserve Deputy shall be made in full to the County within sixty (60) days following the Reserve Deputy's last day of membership with the County.
9. If the Reserve Deputy is killed or permanently and totally disabled as defined by Chapter 85 or Chapter 411 of the Iowa Code, while in the membership of the County, any reimbursable expense obligation to the County shall cease.
10. This agreement may be amended or canceled only upon agreement of the Reserve Deputy and with the approval of the Sheriff.
11. The Reserve Deputy shall notify the County of the Reserve Deputy's place of residence until such time as the debt for reimbursable expenses is satisfied in full.
12. If reimbursement is not made in accordance with this agreement, the Reserve Deputy understands that the County, at its option, may seek all legal remedies that may apply.
13. The Reserve Deputy agrees to be responsible for payment of any attorney and/or other legal fees accumulated by the County should legal action be necessary to enforce this agreement. By their signatures below, the parties agree and consent to the jurisdiction of the Story County District Court in any action at law or equity to enforce or settle the rights or obligations of the parties to this agreement.
14. The Reserve Deputy acknowledges that in accordance with Iowa Code 80D.14, nothing in this agreement shall be construed to authorize participation in any pension or retirement fund created by the laws of this State of which regular Deputies are members.

Executed this 23 day of January, 2019.

Story County, Iowa

  
\_\_\_\_\_  
Reserve Deputy Sheriff

By:   
\_\_\_\_\_  
Paul H. Fitzgerald  
Story County Sheriff

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 1/29/2019

  
\_\_\_\_\_  
Board of Supervisors

  
\_\_\_\_\_  
Attest: Story County Auditor

*Exhibit A*

***Benjamin Paul Lee, Reserve Deputy Sheriff***

**Total Reimbursable Expenses**

<b>Reimbursed For:</b>	<b>Dollar Amount:</b>
<b>ILEA Module Training (\$85.00 per class)</b>	<b>510.00</b>
<b>Ammunition for Initial Weapons Certification</b>	<b>366.00</b>
<b>20 Boxes (1000 rds) .40 cal. Ammo</b>	<b>290.00</b>
<b>20 Boxes (100 rds) 12 ga.</b>	<b>46.00</b>
<b>Buckshot</b>	
<b>10 Boxes (50 rds) 12 ga. Slugs</b>	<b>30.00</b>
<b>Name Tag</b>	<b>20.00</b>
<b>Uniforms</b>	<b>300.00</b>
<b>Pre-employment physical</b>	<b>200.00</b>
<b>MMPI – Evaluation</b>	<b>205.00</b>
<b>Hearing Test</b>	<b>35.00</b>
<b>Eye Examination</b>	<b>25.00</b>
<b>Estimated Total Reimbursable Expenses:</b>	<b>\$1661.00</b>

# AGREEMENT

This agreement is entered into by Story County, Iowa, hereinafter referred to as "County" and **James Paul Pepper**, hereinafter referred to as "Reserve Deputy", an employee, while performing official duties for the Story County Sheriff's Office, who shall be paid one dollar per year in accordance with Chapter 80D.11 of the Iowa Code.

**THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE MEMBERSHIP OF JAMES PAUL PEPPER AS A STORY COUNTY RESERVE DEPUTY SHERIFF, AND TO SPECIFY THE CONSIDERATION THAT JAMES PAUL PEPPER PROVIDES THE COUNTY IN RETURN FOR SUCH MEMBERSHIP.**

1. The County and the Reserve Deputy, agree that the Reserve Deputy will attend Iowa Law Enforcement Academy (ILEA) certification classes at the expense of the County to receive certification as an ILEA certified Reserve Deputy Sheriff in accordance with Chapter 80D of the Iowa Code. The County shall also pay the expense of all other training as required by the County or ILEA. The Reserve Deputy agrees that he/she will be responsible for reimbursing the County in accordance with the rules for reimbursement as stated hereafter in this agreement. The expenses that the Reserve Deputy agrees to reimburse are pre-employment screening and uniform expenses. All of these reimbursable costs are referred to generally as "reimbursable expenses." An estimate of the costs of the "reimbursable expenses" set out above is listed in Exhibit "A", which is attached hereto and by this reference incorporated into this Agreement. "Reimbursable expenses" will be based on the actual cost incurred by the County, as these costs become known. The Reserve Deputy is responsible for reimbursing the County for all incurred costs listed in Exhibit A.
2. Reserve Deputy shall serve as a Reserve Deputy Sheriff of the County from the date of appointment.
3. In consideration for providing for this training and reimbursable expenses, the Reserve Deputy agrees to serve as a Reserve Deputy Sheriff for the County for at least four (4) years from the date of appointment.
4. In the event the Reserve Deputy does not successfully complete the training program, the Reserve Deputy shall be released from the Sheriff's Reserve Force with the County, and the Reserve Deputy shall reimburse the County for its "reimbursable expenses" incurred to that date in accordance with the terms set forth in paragraph 5.
5. In the event the Reserve Deputy resigns from the Story County Sheriff's Office without having served as a Reserve Deputy Sheriff for at least four years, the Reserve Deputy shall reimburse the County for reimbursable expenses incurred per the following schedule:

The amount of reimbursement shall be determined as follows:

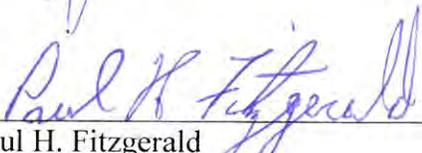
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6. If the Reserve Deputy is properly terminated without having served as a Reserve Deputy Sheriff for at least four years, the Reserve Deputy shall reimburse the County for reimbursable expenses incurred in accordance with the terms set forth in paragraphs 5. If the Reserve Deputy is dismissed for any other reason, such as a reduction in force, the Reserve Deputy shall not be required to pay the County for any unpaid reimbursable costs owed.

7. At the end of four (4) years of service as a Reserve Deputy Sheriff, the Reserve Deputy shall have no obligation under this agreement.
8. Payment of the balance of any reimbursable expenses owed to the County by the Reserve Deputy shall be made in full to the County within sixty (60) days following the Reserve Deputy's last day of membership with the County.
9. If the Reserve Deputy is killed or permanently and totally disabled as defined by Chapter 85 or Chapter 411 of the Iowa Code, while in the membership of the County, any reimbursable expense obligation to the County shall cease.
10. This agreement may be amended or canceled only upon agreement of the Reserve Deputy and with the approval of the Sheriff.
11. The Reserve Deputy shall notify the County of the Reserve Deputy's place of residence until such time as the debt for reimbursable expenses is satisfied in full.
12. If reimbursement is not made in accordance with this agreement, the Reserve Deputy understands that the County, at its option, may seek all legal remedies that may apply.
13. The Reserve Deputy agrees to be responsible for payment of any attorney and/or other legal fees accumulated by the County should legal action be necessary to enforce this agreement. By their signatures below, the parties agree and consent to the jurisdiction of the Story County District Court in any action at law or equity to enforce or settle the rights or obligations of the parties to this agreement.
14. The Reserve Deputy acknowledges that in accordance with Iowa Code 80D.14, nothing in this agreement shall be construed to authorize participation in any pension or retirement fund created by the laws of this State of which regular Deputies are members.

Executed this 24<sup>th</sup> day of January, 2019.

Story County, Iowa

  
\_\_\_\_\_  
Reserve Deputy Sheriff

By:   
\_\_\_\_\_  
Paul H. Fitzgerald  
Story County Sheriff

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 1/29/2019

  
\_\_\_\_\_  
Board of Supervisors

  
\_\_\_\_\_  
Attest: Story County Auditor

*Exhibit A*

***James Paul Pepper, Reserve Deputy Sheriff***

**Total Reimbursable Expenses**

<b>Reimbursed For:</b>	<b>Dollar Amount:</b>
<b>ILEA Module Training (\$85.00 per class)</b>	<b>510.00</b>
<b>Ammunition for Initial Weapons Certification</b>	<b>366.00</b>
<b>20 Boxes (1000 rds) .40 cal. Ammo</b>	<b>290.00</b>
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<b>Buckshot</b>	
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<b>Pre-employment physical</b>	<b>200.00</b>
<b>MMPI – Evaluation</b>	<b>205.00</b>
<b>Hearing Test</b>	<b>35.00</b>
<b>Eye Examination</b>	<b>25.00</b>
<b>Estimated Total Reimbursable Expenses:</b>	<b>\$1661.00</b>

## STORY COUNTY UTILITY PERMIT

Date 1-18-19

W/O# 713382299 OSP-11979

To the Board of Supervisors, Story County, Iowa:

The Windstream Iowa Communications, LLC Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Little Rock, AR, 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 telecommunications on secondary route 190th Street, from intersection with 600th Ave. to 59400 190th St., a distance of 3,554 feet ~~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 01/18/2019

Windstream Iowa Communications, LLC  
Name of Company (Applicant - Permittee)

Morgan Bish (501) 748-4751  
by Phone no.

Recommended for Approval:

Date 1-18-19

Dan Hagan 515-382-7355  
County Engineer Phone no.

Approved:

Date 1-29-2019

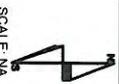
[Signature]  
Chair, Board of Supervisors  
Story County, Iowa

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



- Job Track number: 713382299
  - OSP Work Required: Yes
  - Start Location of cable build: 40.001/7
  - End location of cable build: Syngenta Seeds
  - Fiber assignments: FC3, 25-26
  - Copper assignments: N/A
  - CWDM Required: N/A
  - Network location CLI for Customer site: NEVDIAAS
  - Network location CLI for CWDM (field side): N/A
  - Network location CLI for CWDM (office side): N/A
  - Network location CLI for Transport handoff: NEVDIAXC
- This Job Track is to include placement of 3,550' 48 fiber, minimum 1 access point and a 12 fiber FDP with MIC cable into Syngenta Seeds, while assigning/splicing/testing fibers.
- ERM - CW1841547 - PON 01117028(REQ# 34195): 59400 190th Street, Nevada, Iowa (GTT)
- Ckt ID - IA/KQGS/96616/ /MINW/
- LCOM - Nancy Benson 515-382-4619
- This is a SOM request

59400 190TH ST. NEVADA, IA 50201  
 STORY COUNTY TWP 84N, RNG 23W, SEC 22  
 STORY COUNTY PERMIT REQUIRED  
 LOCATE ALL FACILITIES PRIOR TO DIGGING  
 IA - IOWA ONE CALL - 811 - 1-800-292-8989



ENGINEER: WINDSTREAM - CHRIS COOK (614) 437-4828  
 FIELD ENGINEER: PEARCE SERVICES JUNIOR GROTRIAN  
 DRAWN BY: PEARCE SERVICES JUNIOR GROTRIAN

PROJECT: 713382299  
 FIBER CONNECTION WINDSTREAM FROM PED 40.001/7 TO NEWHH TO FDP  
 EXCHANGE NEVAIA  
 SHEET COVER

DATE: 01/04/2019

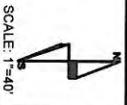


**JOB NUMBER: 713382299**

**W.O. TITLE: PON 01117028 GTT: 59400 190TH ST NEVADA IA 50201**

	SHEET 1	SHEET 2	SHEET 5	SHEET 6	TOTAL
UNIT CODE	EST. QUANTITY	EST. QUANTITY	EST QUANTITY	EST. QUANTITY	
BFO48				3554'	3554'
BHF(24X36X24)T				1	1
BM2				1	1
BM53F		1		1	3
BM60(1)(1.25)PF				45'	45'
HBFO(48)				1	1
HO1(B)				1	1
PM21FW(12)200				1	1
TRACEWIRE(F)				152'	152'
WHBFO	1				1
WHO1(B)	2				2
BM2C	1				1
HOMW(B)	2				2

59400 190TH ST. NEVADA, IA 50201  
 STORY COUNTY TWP 84N, RNG 23W, SEC 22  
 STORY COUNTY PERMIT REQUIRED  
 LOCATE ALL FACILITIES PRIOR TO DIGGING  
 IA - IOWA ONE CALL - 811 - 1-800-292-8989



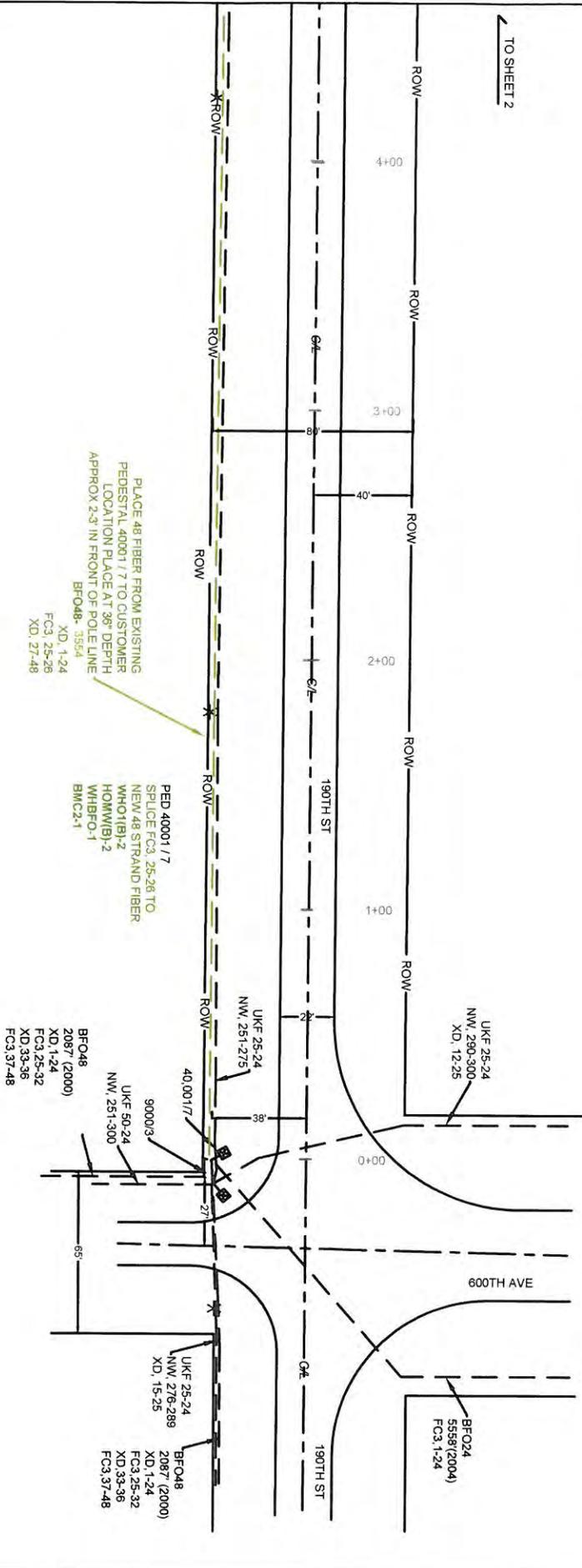
ENGINEER: WINDSTREAM -  
 CHRIS COOK  
 FIELD ENGINEER: PEARCE SERVICES  
 DRAWN BY: JUNIOR GROTRIAN  
 PEARCE SERVICES  
 JUNIOR GROTRIAN

PROJECT: 713382299  
 FIBER CONNECTION  
 WINDSTREAM FROM PED  
 40,0017 TO NEWHH TO FDP  
 EXCHANGE NEVADA  
 SHEET SUMMARY

DATE: 01/04/2019



PAGE SUMMARY	
WHBFO	1
WHO1(B)	2
BMZC	1
HOMW(B)	2
BFO48	3554



59400 190TH ST, NEVADA, IA 50201  
 STORY COUNTY TWP 84N, RNG 23W, SEC 22  
 STORY COUNTY PERMIT REQUIRED  
 LOCATE ALL FACILITIES PRIOR TO DIGGING  
 IA - IOWA ONE CALL - 811 - 1-800-292-8989



ENGINEER: CHRIS COOK  
 WINDSTREAM COMMUNICATIONS  
 59400 190TH ST, NEVADA, IA 50201  
 515-451-4828  
 FIELD ENGINEER: JUNIOR GROTRIAN  
 PEACE SERVICES  
 DRAWN BY: JUNIOR GROTRIAN

PROJECT: 713982289  
 FIBER CONNECTION  
 WINDSTREAM FROM PED  
 40,001/7 TO NEWHH TO FDP  
 EXCHANGE: NEVADA  
 SHEET: 1 6

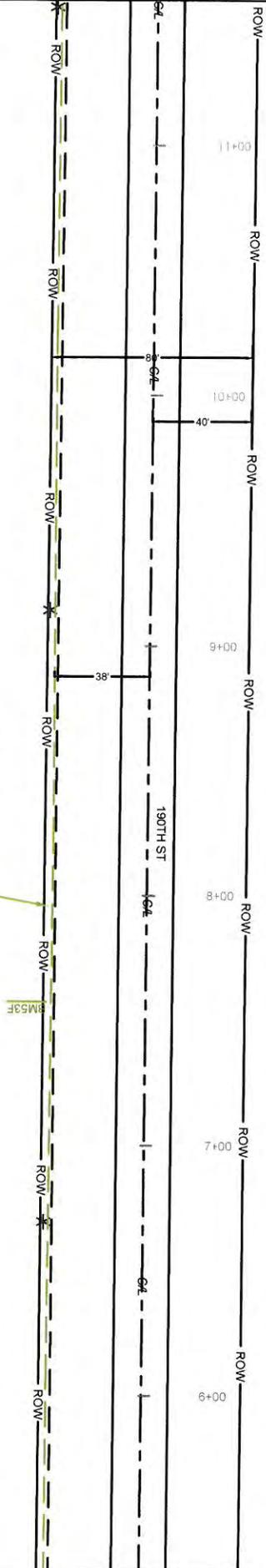


DATE: 01/04/2019

PAGE SUMMARY	
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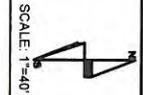
TO SHEET 3

TO SHEET 1



PLACE 48 FIBER FROM EXISTING  
PEDESTAL 4000177 TO CUSTOMER  
LOCATION PLACE AT 36" DEPTH  
APPROX 2'-3" IN FRONT OF POLE LINE  
BFO48-SHEET 1  
XD: 1, 1-24  
FC3: 25-28  
XD: 27-48

59400 190TH ST. NEVADA, IA 50201  
STORY COUNTY TWP 84N, RNG 23W, SEC 22  
STORY COUNTY PERMIT REQUIRED  
LOCATE ALL FACILITIES PRIOR TO DIGGING  
IA - IOWA ONE CALL - 811 - 1-800-292-8989

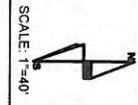


ENGINEER: WINDSTREAM - CHRIS COOK  
FIELD ENGINEER: JONAS STUBBS  
DRAWN BY: PEARCE SERVICES JUNIOR GROTRIAN

PROJECT: 713982299  
FIBER CONNECTION  
WINDSTREAM FROM PED  
40,00177 TO NEWHH TO FDP  
EXCHANGE NEVADA  
SHEET 2 6  
DATE: 01/04/2019



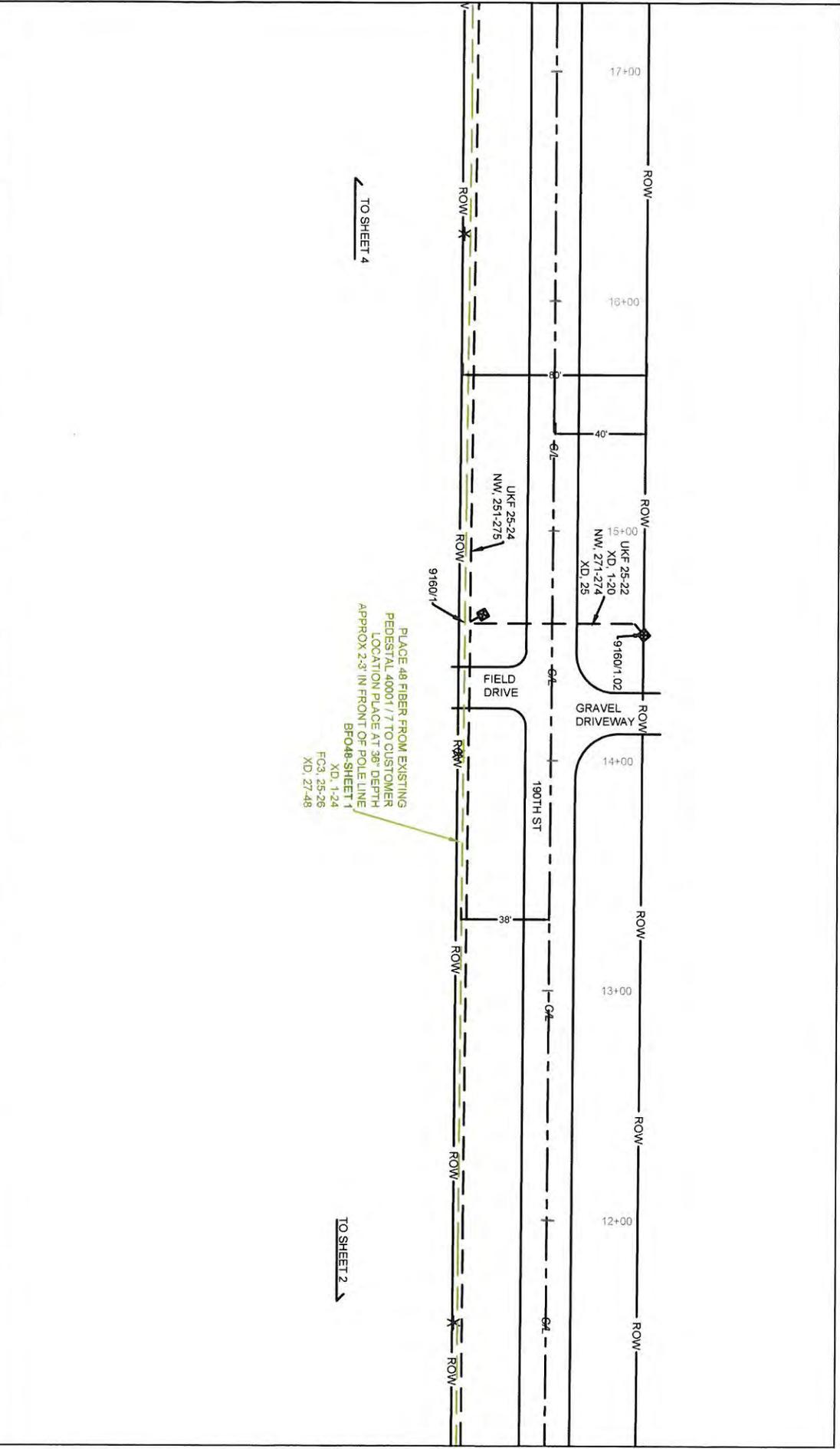
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 IA - IOWA ONE CALL - 811 - 1-800-292-8989



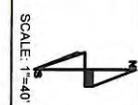
ENGINEER: CHRIS COOK  
 FIELD ENGINEER: PEARCE SERVICES  
 DRAWN BY: JUNIOR GROTRIAN

PROJECT: 713982289  
 FIBER CONNECTION  
 WINDSTREAM FROM PED  
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 EXCHANGE NEVADA  
 SHEET: 3

DATE: 01/04/2019



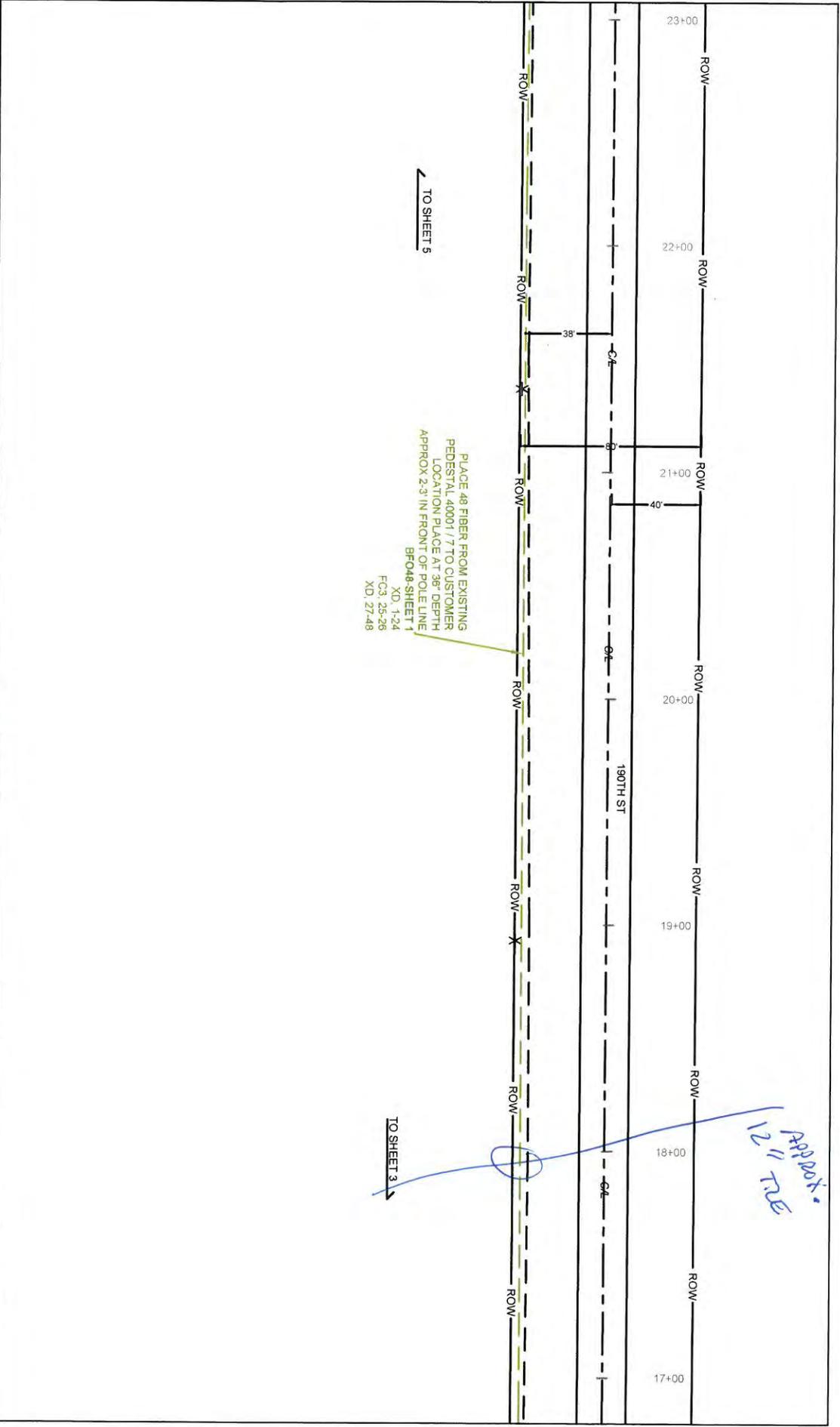
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ENGINEER: WINDSTREAM -  
 CHRIS COOK  
 FIELD ENGINEER -  
 PEARCE SERVICES  
 DRAWN BY: JUNIOR GROTRIAN  
 PEARCE SERVICES  
 JUNIOR GROTRIAN

PROJECT: 713982299  
 FIBER CONNECTION  
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 SHEET: 4 6

DATE: 01/04/2019



PAGE SUMMARY	
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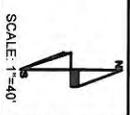


TO SHEET 6

TO SHEET 4

PLACE 48 FIBER FROM EXISTING PEDESTAL 40001 / 770 CUSTOMER LOCATION PLACE AT 36" DEPTH APPROX 2.3' IN FRONT OF POLE LINE  
 BFO48: SHEET 1  
 XD, 1-24  
 FC3, 25-26  
 XD, 27-48

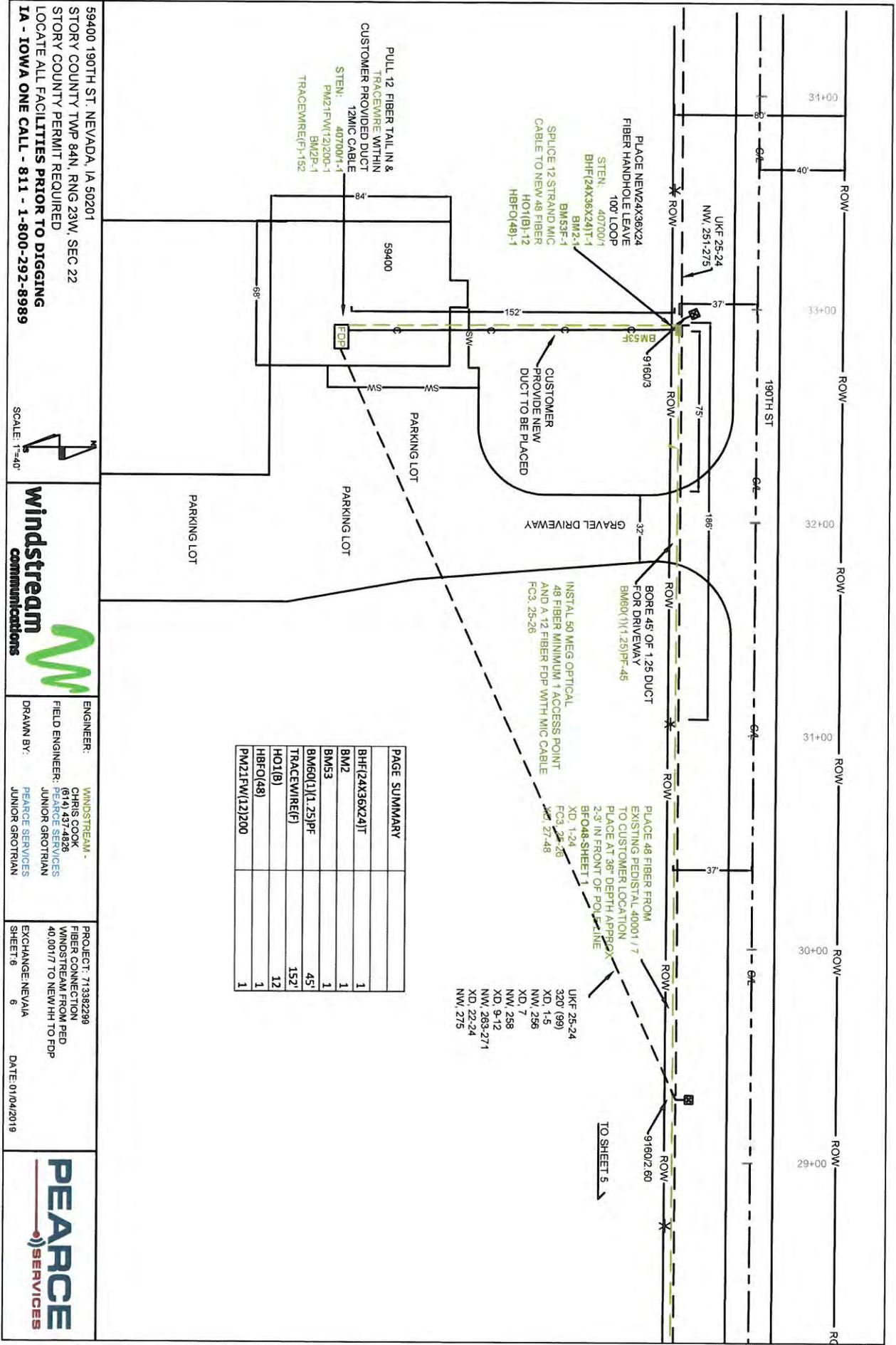
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 LOCATE ALL FACILITIES PRIOR TO DIGGING  
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ENGINEER: WINDSTREAM - CHRIS COOK (614) 437-4826  
 FIELD ENGINEER: PEARCE SERVICES JUNIOR GROTRIAN  
 DRAWN BY: PEARCE SERVICES JUNIOR GROTRIAN

PROJECT: 71332289  
 FIBER CONNECTION WINDSTREAM FROM PED 40,001/77 TO NEWTHH TO FDP  
 EXCHANGE: NEVADA SHEET 5 6  
 DATE: 01/04/2019





PAGE	SUMMARY
BHF(24X36X24)T	1
BM2	1
BMS3	1
BM60(1)(1.25)PF	45'
TRACEWIRE(F)	152'
HO(1)(B)	12
HBFO(48)	1
PM21FW(12)200	1

59400 190TH ST. NEVADA, IA 50201  
 STORY COUNTY TWP 84N, RNG 23W, SEC 22  
 STORY COUNTY PERMIT REQUIRED  
 LOCATE ALL FACILITIES PRIOR TO DIGGING  
 IA - IOWA ONE CALL - 811 - 1-800-292-8989



ENGINEER: WINDSTREAM - CHRIS COOK  
 FIELD ENGINEER: 59414514826 JUNIOR GROTRIAN  
 DRAWN BY: PEARCE SERVICES JUNIOR GROTRIAN

PROJECT: 713982289  
 FIBER CONNECTION WINDSTREAM FROM PED 40,001/7 TO NEW/HH TO FDP  
 EXCHANGE NEVADA SHEET 6



DATE: 01/04/2019

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

Prepared By: Emily Zandt, Story County Planning and Development, 900 6<sup>th</sup> Street, Nevada, IA 50201 (515) 382-7245  
Please Return to the Story County Planning & Development Department

**ORDINANCE NO. 281**

**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 January 2, 2019, recommended approval with conditions (vote 6-0) of the requested rezoning amendment submitted by John Miranowski on behalf of Prairie Vineyards LC, 4523 Westbend 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 Prairie Vineyards LC 56344 130<sup>th</sup> Street, Story City, Iowa be amended from the A-1 AGRICULTURAL ZONING DISTRICT TO THE A-2 AGRIBUSINESS DISTRICT

**GENERAL PROPERTY LOCATION:**

Howard Township, Section 19, south of Story City, located on the west side of Interstate 35 and south of 130<sup>th</sup> Street, and identified as parcel #02-19-100-220 and as described on Attachment A, and;

WHEREAS; the proposed rezoning area includes approximately 1 net acre and 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. 281 requesting the Story County Zoning Map amendment from the A-1 Agricultural District to the A-2 Agribusiness District with conditions (Attachment C).

**Action upon FIRST Consideration:** Approved  
**DATE:** January 22, 2019

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

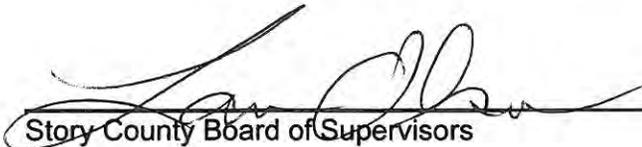
**Action upon SECOND Consideration:** Approved  
**DATE:** January 29, 2019

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

**Action upon THIRD Consideration:** Waived  
**DATE:** February 5, 2019

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

ADOPTED THIS 29th day of January, 2019.

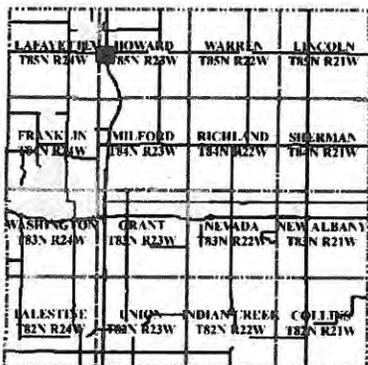
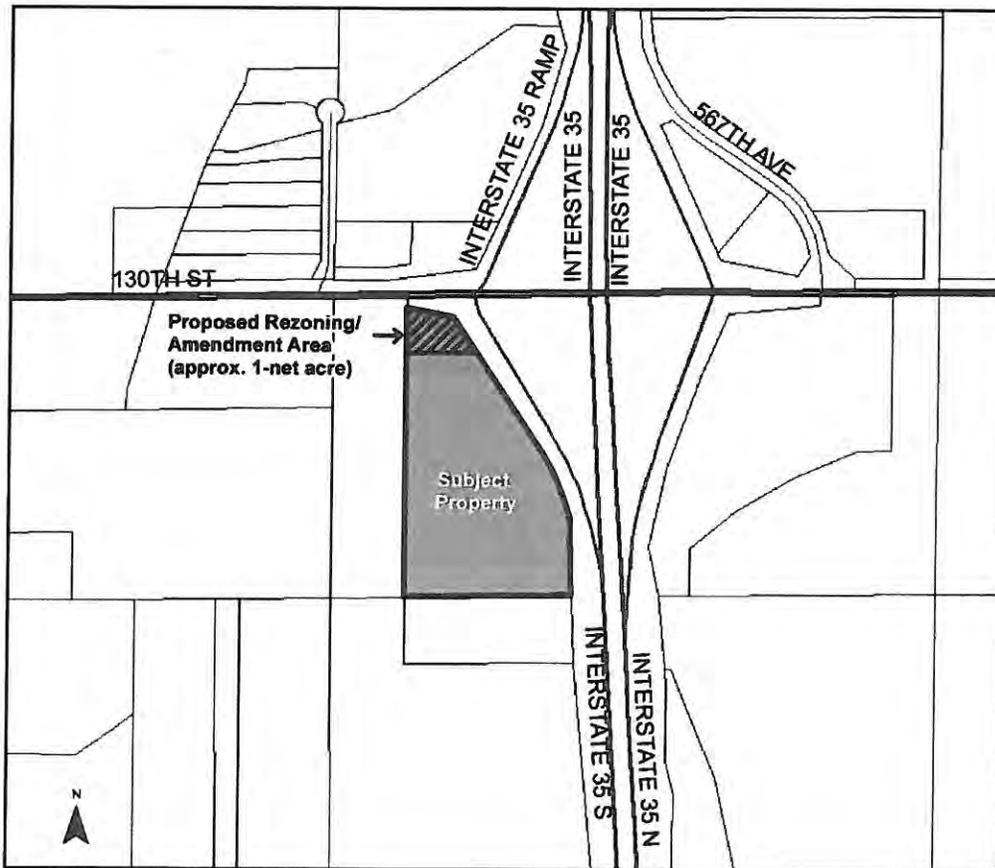
  
\_\_\_\_\_  
Story County Board of Supervisors

  
\_\_\_\_\_  
ATTEST: County Auditor

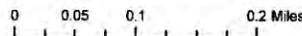
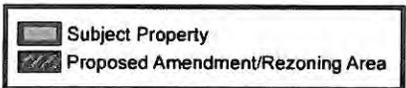
## **ATTACHMENT "A"**

Commencing at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 19, Township 85 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa; thence, east 320' along the north line of said section; thence, south 60' to the northwest corner of parcel #0219100220 and the point of beginning of said area to be rezoned; thence south 200' along the west line of said parcel, thence easterly parallel to the north line of said Section 19 to the west right-of-way line of Interstate 35; thence, northwesterly along said right-of-way line to the point of beginning, containing approximately 1.0 acre.

**ATTACHMENT "B"**



**REZ05-18**  
**Prairie Vineyards, LC. Rezoning**  
**and C2C Future Land Use Map**  
**Amendment Request**  
**Parcel #: 02-19-100-220**  
**56344 130th Street, Story City**



Map created on 1/10/2019  
 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.

**ATTACHMENT "C"**

**Conditional Rezoning Agreement**

I, the undersigned owner of property described on Attachment A and shown on Attachment B and having made a petition to rezone the north approximately 200' (the north approximately 1 acre) of parcel #02-19-100-220 from A-1 Agricultural to A-2 Agribusiness, do hereby consent and agree as conditions of rezoning to the following:

**Conditions of Approval**

1. The applicant shall continue to work with Environmental Health Staff to determine water usage and complete any necessary upgrades to the existing septic system.
2. A commercial site plan sketch, including an area for required parking, shall be submitted by the applicant to the Planning and Development Department for approval by the Story County Board of Supervisors.

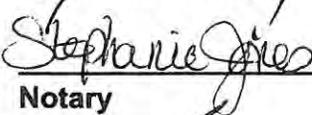
It is acknowledged that these conditions are binding to the property owner, heirs and assigned unless amended by Ordinance by the Board of Supervisors of Story County, Iowa.

This agreement is made pursuant to Chapter 335.7, Code of Iowa, and was approved by the Story County Board of Supervisors on

  
\_\_\_\_\_

John Miranowski on behalf of Prairie Vineyards, LC

1-16-19  
Date

  
Notary

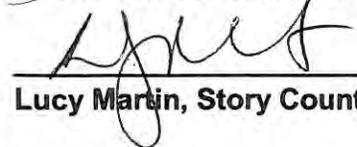


1-16-19  
Date

  
\_\_\_\_\_

Lauris Olson, Chairperson

1-31-19  
Date

  
\_\_\_\_\_

Lucy Martin, Story County Auditor

1-31-19  
Date

# Staff Report

Story County  
Board of Supervisors

**Date of Meeting:**  
January 29, 2019

**Case Number REZ05-18**

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 for a portion of the parcel including the north approximately 200' of the parcel (approximately 1 net acre in size)

**APPLICANT:** John Miranowski  
on behalf of Prairie Vineyards, LC  
4532 Westbend Drive  
Ames, IA 50014

**STAFF PROJECT MANAGER:** Emily Zandt, Planner

**SUMMARY:** Prairie Vineyards, LC is requesting a Zoning Map amendment from the A-1 Agricultural District to the A-2 Agribusiness District and a C2C Future Land Use Map Designation from the Agricultural Conservation Area to the Commercial-Industrial Area for the north approximately 200' of the subject property (approximately 1.03 acres) in order to accommodate the processing of grapes into wine, storage or wine, and wholesale distribution of wine from this site.

At their January 2, 2019 meeting, the Story County Planning and Zoning Commission recommended approval of the proposed rezoning and C2C Future Land Use Map designation amendment with conditions. At their January 22, 2019 meeting, the Story County Board of Supervisors approved the C2C Future Land Use Map Amendment and approved the first consideration of the Rezoning request with conditions.





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## Property Information

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### PROPERTY OWNER

Prairie Vineyards LC  
4523 Westbend Drive  
Ames, IA 50014

### PROPERTY LOCATION

56344 130<sup>th</sup> Street – Section 19 of Howard Township, located on the south side of 130<sup>th</sup> Street and the west side of Interstate 35

### AREA TO BE REZONED

The north approximately 1 net acre or the north 200' of the property beginning in the northwest corner of the subject property, or more specifically:

*Commencing at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 19, Township 85 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa; thence, east 320' along the north line of said section; thence, south 60' to the northwest corner of parcel #0219100220 and the point of beginning of said area to be rezoned; thence south 200' along the west line of said parcel, thence easterly parallel to the north line of said Section 19 to the west right-of-way line of Interstate 35; thence, northwesterly along said right-of-way line to the point of beginning, containing approximately 1.0 acre.*

### PARCEL IDENTIFICATION NUMBER

02-19-100-220

### SIZE OF REZONING AREA

Approximately 1.03 net acres

### CURRENT ZONING

A-1 Agricultural

### CURRENT LAND USE

The area to be rezoned contains the access to the property from the Story County Conservation Board property to the west, an accessory structure associated with the vineyard located to the south, and the septic system located to the south of the accessory structure.

### DISTRICTS

Story City Ambulance  
Story City Fire  
Roland-Story School District  
Midland Power Cooperative  
Iowa Regional Utilities Association



## **FUTURE LAND USE MAP DESIGNATION**

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

## **CITIES WITHIN TWO MILES**

Story City

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## **Background**

The applicant proposes to re-zone the north approximately 1.0 net acres subject property, which is located in the southwest corner of the Interstate 35 and 130<sup>th</sup> Street (E-18) and intersection. The proposed rezoning is from the A-1 Agricultural District to the A-2 Agribusiness District to accommodate the processing of grapes into wine, storage of wine, and wholesaling of wine from this property, which is a part of Prairie Vineyards, LC planned future growth.

The subject property is approximately 0.85 miles south of Story City. The existing parcel was created in 1978 when the west 320' of the northeast of the northwest quarter quarter was divided and acquired by Story County Conservation. The E-18 Greenbelt Trail Access is located on the north portion of the Conservation property (west 320' of the northeast of the northwest quarter quarter). The subject property shares an access with the trail head to minimize access points along 130<sup>th</sup> Street (E-18). The access easement is 60' wide along the north edge of the property and is included in the Real Estate Contract of the Story County Conservation Property. Any necessary improvements to this access drive will need to be coordinated between the applicant and Story County Conservation.

Approximately 900 feet of the Greenbelt Trail crosses onto the subject property from the west, through the natural area and trail meets up with the drive that leads south to the vineyard area of the property. The trail loops back west along the south side of the natural area back to the Story County Conservation property. The Story County Conservation Director has met with the applicant and will continue to work with the applicant to obtain a permanent, recorded easement for the trail on the property.

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

- 89.01% is agriculture and natural area
- 10.99% is residential

The Royal Orchard Estates subdivision is located on the north side of 130<sup>th</sup> Street. There are eight (8) single-family dwellings located in this subdivision. Seven (7) dwellings within the subdivision and one (1) outside of the subdivision boundaries take access off of Royal Orchard Drive, which extends north from 130<sup>th</sup> Street, approximately 400 feet west of the subject property.

### **Adjacent Land Use:**

North – 2.13-net acre residential parcel zoned A-1 Agricultural



East – Interstate 35 southbound on-ramp and a 17.62 net acre residential parcel zoned A-1 Agricultural located on the east side of the interstate 35 interchange

South – 28.53-net acre parcel owned by Story County Conservation zoned GB-C Greenbelt-Conservation

West – 9.56-net acre parcel owned by Story County Conservation, including a trail access and parking, and zoned GB-C Greenbelt-Conservation

There are a total of 13 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.

### **A-1 Agricultural District Statement of Intent**

*“The A-1 District is intended and designed to accommodate land uses compatible with agriculture and to protect agricultural land from encroachment of urban land uses. The Cornerstone to Capstone (C2C) Comprehensive Plan designates priority agricultural land as Agricultural Conservation Areas. These areas are intended to preserve rural character by limiting the development of most new non-farm dwellings to large lots. In some instances, the A-1 District permits non-farm residential development on smaller lots in furtherance of the Cornerstone to Capstone (C2C) Comprehensive Plan goals and objectives.”*

### **A-2 Agribusiness District Statement of Intent**

*“The A-2 District is intended and designed to provide for those activities strongly interrelated with agricultural uses and must therefore be located in agricultural areas. It may be necessary to locate such uses on land scoring 267-300 points based on the Land Evaluation and Site Assessment (LESA) System, although this shall be avoided where possible. It is also intended that, to the degree possible, all A-2 Districts shall be entirely surrounded by the A-1 District.”*

### **C2C Plan**

The subject property is currently designated Agricultural Conservation Area and Natural Area on the C2C Comprehensive Plan Future Land Use Map. The proposed amendment to the Future Land Use Map is to change the north approximately 1 net acre to the Commercial-Industrial Area designation to allow the processing of grapes, wine storage, and wholesale distribution of wine from this site.

“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.”

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## **Proposed Use**

Prairie Vineyards, LC has requested the rezoning and amendment to the C2C Future Land Use Map designation to accommodate the processing of grapes, and storage and wholesale distribution of wine from this property. Prairie Vineyards, LC acquired the subject property (15.58 net acres) and a 4.87-net acre property adjacent to the south in 2005. Since that time, Prairie Vineyards has established approximately 7 acres in grape vines for sales and wine production. In 2015, an



Agricultural Exemption was applied for and issued for the construction of a 30' x 56' (1,680 square foot) accessory structure with utilities and onsite sewage treatment to be used for the storage of equipment and processing of the grapes. With the proposed change of use for the site, a zoning permit for the accessory structure must be obtained. The building does not, however, meet the 50' front setback in the A-1 Agricultural District or the A-2 Agribusiness District and requires a variance to the 50' front setback requirement. The variance request was addressed and approved by the Story County Board of Adjustment at their January 16, 2019 meeting.

According to the applicant, in order to obtain a Class A Native Winery permit from the State of Iowa, which will allow the applicant to wholesale market Red Barn Wines from the subject property, the zoning of the property must be amended to allow for the processing of grapes and the storage and wholesale of wine. These uses are consistent with the principle permitted uses of the A-2 Agribusiness District. Currently, the applicant sells grapes to nearby wineries and other hobby wine makers.

After obtaining a Class A Native Winery permit, the applicant anticipates marketing Prairie Vineyards wine to local wine distributors and other retail outlets such as HyVee and Cyclone Liquors. It is anticipated that 5,000-7,000 bottles will be distributed each year and that 1-2 part time employees in addition to the owner will be required for the harvesting, processing, and distribution of the wine. Of the 5,000-7,000 bottles of wine anticipated to be produced, only between 500 and 1200 bottles of wine are anticipated to be processed and bottled on the subject property annually. The applicant has the equipment on site to process small yields of grapes and has a "custom crush arrangement" with Soldier Creek Winery in Fort Dodge, IA to process and bottle the larger quantities of grapes grown.

Onsite, the processing equipment will be housed and used inside the existing accessory structure. The bottled wine will also be stored inside the northeast corner of the building. An interior layout sketch can be found with the application materials on the Agenda Center. The applicant anticipates supply deliveries and wine pickup will be done with light trucks (pickups or vans) and will occur approximately once per week. Soldier Creek may deliver the wine bottled through their "custom crush arrangement" once or twice per year. The site has security cameras near the entrance and in the interior of the building. The delivery traffic will travel along the north side of the property, north of the accessory structure and park on the concrete pad located below the overhead door on the east end of the building.

With the transition in the use of this property, a commercial site plan must be submitted meeting the General Site Planning Standards in Chapter 88 of the Story County Land Development Regulations. A site sketch showing a parking area for employees and delivery vehicles including an ADA compliant parking space with a gravel or paved pad and a gravel or paved path to the building entrance will be required. Commercial site plans are reviewed for compliance by the Planning and Development Department and approved by the Story County Board of Supervisors at a public meeting.



If in the future the applicant would like to bring the general public to the site for an Agritourism use (such as wine tasting), an Agritourism Conditional Use Permit will be required. Additional improvements to the site may be required at that time.

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## Analysis

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### 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).

**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. This property is adjacent to the A-1 Agricultural district to the north and east, and immediately adjacent to the GB-C Greenbelt-Conservation District to the south and west. Amending the C2C Plan Future Land Use Map Designation will be consistent with the rezoning and planned use of the property.*

*The C2C Future Land Use Map designates the Royal Orchard Estates subdivision as Rural Residential Area. The existing access for the Story County Conservation property is located south of the intersection of Royal Orchard Drive and 130<sup>th</sup> Street. 130<sup>th</sup> Street is a busy road and there is existing noise and activity from the Interstate 35 interchange.*

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

**Staff Comment:** *The proposed use of the subject property aligns with the proposed rezoning of the property. Grape processing is strongly interrelated with vineyards and is best located in an agricultural setting. The LESA score for this property is 225 and therefore is lower than the 267-300 point threshold. This property is surrounded by the A-1 Agricultural District to the north and east, which is encouraged in the Story County Land Development Regulations. The balance of the parcel remain which contains the natural area, vineyard, and the row crops will remain in the A-1 Agricultural District.*

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

**Staff Comment:** *Approximately 89% of the land within one half mile of the subject property is used for agriculture or natural area. The Urban Expansion area designated for Story City is just 1/3 mile to the west of the subject property.*

- 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:** *This parcel contains approximately 2.8 acres of natural area. The remainder of the property is in vineyard and row crop production. The proposed rezoning area does not contain any Natural Resource Area designation.*

- 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 225, 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:

- 1. 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 130<sup>th</sup> Street and the Interstate 35 southbound on-ramp. There are no anticipated negative financial impacts to Story County. No land will be removed from row crop production with this request and a majority of the subject property will remain in agricultural production.*

- 2. 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.

*This is an expanded but related activity to the grape growing operation. The existing use of the property as a vineyard has been in place since 2005/2006. The grape production on the site has increased enough for the owner to transition to the processing, storage, and wholesale marketing of the agricultural product into a value-added agricultural product. The use of the existing accessory structure will reduce the impact of the use on the surrounding land uses. The proximity of the site to Interstate 35 is also convenient for the distribution of the wine product.*



3. Whether or not the change is needed to allow reasonable development of the site.

*There will be no major improvements made to the site with this change as the general public will not be coming to the site. The Commercial-Industrial Designation aligns with the proposed use of the property. With this designation, however, a site plan sketch shall be submitted to the Planning and Development Department for approval by the Story County Board of Supervisors and should include parking for future employees. The site plan should also include one ADA compliant parking space near the entrance to the building.*

4. 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 C2C Comprehensive plan encourages the expansion and diversification of agriculture in Story County. As grape processing is tied to grape production, the use of this site for processing, storing and wholesaling is relevant. Grape growing and wine production has been a viable economic activity in the State of Iowa.*

5. A demonstration that the proposed amendment has merit beyond the interests of the applicant.

*The proposed amendment may spur future agribusiness development in the general vicinity in the future. Agribusiness uses will help to maintain the agricultural and natural character of the area. The applicant has attested to the quality of the grapes grown and the wine produced for Iowa consumers*

6. The possible impacts of the amendment on all specific elements of the comprehensive plan as may be applicable, including but not limited to:
  - a. Vision and Goals; *No impacts anticipated.*
  - b. 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; *The subject property is within the Iowa Regional Utilities Association water district, however it is served by well. The applicant anticipates the onsite septic system will be sufficient for the planned water usage.*
  - c. Conservation of Natural Resources and Recreation; *No impacts anticipated.*
  - d. Land Use; *Limited impacts on Land Use are anticipated. There will be limited traffic to and from the site and no major changes to the site are planned beyond parking. Noise is not anticipated to be an issue.*
  - e. Economic Prosperity; *This use will expand the existing vineyard operation in Story County.*



- f. Transportation. This is a prime location for wholesaling due to its proximity to the Interstate 35 interchange minimizing the impact of traffic on surrounding land uses. The general public will not be visiting the site.*
- 7. Consideration of the fiscal impact of the proposed amendment to Story County. *Interstate 35 and 130<sup>th</sup> Street are existing paved roads/infrastructure. There will be no known fiscal impacts to Story County.*

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## Comments

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The following comments are part of the official record of the proposed **Story County Zoning Map Amendment, Case No. REZ05-18**. 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 November 1, 2018. The following are comments that were provided by the Conceptual Review Team:

#### Story County Conservation:

The County currently uses a portion of the applicant's property for the Skunk River Greenbelt trail. There is no current easement for use of the trail. This mutual agreement for use of the applicant's property has been longstanding. The applicant agreed to provide an easement to the County for the trail. I am in the process of developing that easement.

#### Story County Environmental Health Department:

The applicant must continue to work with Environmental Health Staff to determine water usage and complete any necessary upgrades to the existing septic system. This will likely be a recommended condition if the rezoning request is recommended for approval by County staff.

#### Story County Planning and Development Department:

1. Please provide an updated narrative describing in detail the wine distribution planned for this property including:

- a. How often is drop off of supplies and pick up of wine anticipated? What type of service vehicle will be used?
- b. To which businesses do you plan to distribute the wine?
- c. How much wine do you anticipate distributing?
- d. How many employees are anticipated for the distribution?
- e. Do you still plan to install parking on the site?
- f. Will customers come to building to pick-up wine?
- g. Where inside the building will the finished wine bottled product be stored? Please provide an updated drawing showing the proposed use of the interior of the building.

2. Is your plan to use the building to also process/make wine? If so, how often will wine production occur inside the building? How many gallons or bottles of wine will be processed/made annually



inside the building? Please explain what you will do with any bi-products/waste not used in the wine production process. Will employees assist you in the wine production process? If so, how many employees?

3. Do you also plan to work with a third party to produce wine and bottle the finished wine product for you from the grapes you grow? If so, please provide details.

4. If the rezoning request is approved, any improvements to the site will require the submittal and approval of a commercial site plan by the Story County Board of Supervisors and will be required to meet the applicable General Site Planning Standards in Chapter 88 of the Story County Land Development Regulations.

5. While this is an estimate only and ultimately the property owner's responsibility to provide the existing setback information, based on aerial imagery, it appears the northeast corner of the existing structure may be approximately 36' from the north property line or road right-of-way. If you concur with this distance, a variance of 14' should be requested. Either locating the property pins or hiring a land surveyor to locate the property pins is the best way to determine the property boundaries.

6. If the rezoning and variance are approved, you will need to submit a zoning permit application and fee for the building, changing from the agricultural exemption status.

Story County Auditor's Office:

The Auditor's Office has no comments on rezoning a portion of the property but what, exactly is 200' from the north line of a property whose northern boundary is actually a northeast boundary? I wouldn't want to guarantee that our representation of this parcel's northern boundary is exactly where it should be but I do not believe it is far enough off for the structure to meet the 50' setback. If the rezoning is allowed it might be more accurate to describe the rezoned area as beginning on the centerline of County Road E18 which is also the section line for its northern border and extending south say, 260' from that line, as the ROW to the west of the subject parcel is 60' from the centerline of the road.

**Comments from the General Public**

Notice letters were sent to property owners within ¼ mile of the proposed rezoning on December 21, 2018 regarding the Planning and Zoning Commission Meeting on January 2, 2019 and the Board of Supervisors meeting on January 22<sup>nd</sup>, 2019. Story City was notified of the proposed rezoning on December 27, 2018.

At the January 2<sup>nd</sup>, 2019 Planning and Zoning Commission Meeting, a nearby property owner spoke on concerns of the impact of the residual products from the processing of the grapes and the potential impact on the septic system and wellhead, the proximity of the site to the Lekwa Landing concerning the combination of boating and alcohol, and the impact the proposed use will have on the traffic in the area. *The applicant responded indicating the residual material from the grape*



*harvest is composted on the east side of the vineyard. The applicant also shared that the clippings from the vines are burned on the site to prevent the spread of disease. The applicant does not anticipate an increase from current traffic levels at this point. The applicant does intend to apply for a Conditional Use Permit in the future for wine tasting, an agritourism use.*

Following the January 2<sup>nd</sup>, 2019 Planning and Zoning Commission Meeting, Planning and Development staff received a phone call from the same property owner that spoke at the Planning and Zoning Commission meeting, reiterating concerns about the potential future impacts of the rezoning and variance on traffic along 130<sup>th</sup> Street. Planning and Development Staff also received an email from the owner of Woodland Farms sharing support for both the rezoning request and the variance request that was before the Board of Adjustment on January 16<sup>th</sup>, 2019.

At the January 22<sup>nd</sup>, 2019 Story County Board of Supervisors meeting, a property owner in the Royal Orchard Estates subdivision located to the northwest of the subject property spoke in support of the applicant's request.

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## Analysis

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 based on the following:

1. The processing of grapes, wine storage, and wholesaling of wine is interrelated to the vineyard and a logical expansion of the grape growing operation.
2. No major improvements will be made to the site with this request beyond a parking area. There is not anticipated to be a major increase in traffic to and from the site beyond possible deliveries.
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. No land will be taken out of agricultural production for this request.
6. The proposed use will conform to surrounding land use and development patterns with the Story City Urban Expansion Area approximately 1/3 mile to the west along 130<sup>th</sup> Street.
7. If an agritourism use (such as wine tasting) is proposed in the future, the property owner must apply for a Conditional Use Permit for the property. At that time, further site improvements may be required.

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## Recommendation

At their January 2<sup>nd</sup>, 2019 meeting, the Story County Planning and Zoning Commission recommended approval of the proposed C2C Future Land Use Map Amendment from the Agricultural Conservation Area to the Commercial-Industrial Area and the rezoning from the A-1 Agricultural District to the A-2 Agribusiness District with the following conditions:



1. **The applicant shall continue to work with Environmental Health Staff to determine water usage and complete any necessary upgrades to the existing septic system.**
2. **A commercial site plan sketch, including an area for required parking, shall be submitted by the applicant to the Planning and Development Department for approval by the Story County Board of Supervisors.**

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## **Board of Supervisors Action**

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At their January 22nd, 2019 meeting, the Story County Board of Supervisors approved the C2C Future Land Use Map Amendment from the Agricultural Conservation Area to the Commercial-Industrial Area (RES #19-60) and approved the first consideration of the Rezoning request from the A-1 Agricultural District to the A-2 Agribusiness District (Ordinance No. 281) with the following conditions:

1. The applicant shall continue to work with Environmental Health Staff to determine water usage and complete any necessary upgrades to the existing septic system.
2. A commercial site plan sketch, including an area for required parking, shall be submitted by the applicant to the Planning and Development Department for approval by the Story County Board of Supervisors.

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## **Rezoning Alternatives (Ordinance No. 281)**

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

1. The Story County Board of Supervisors approves the second consideration of Ordinance No. 281, the Story County Zoning Map Amendment from A-1 Agricultural to A-2 Agribusiness as requested by the applicant and put forth in case REZ05-18, and sets the third consideration for Tuesday, February 5, 2019.
2. **The Story County Board of Supervisors approves second consideration of Ordinance No. 281, the Story County Zoning Map Amendment from A-1 Agricultural to A-2 Agribusiness as put forth in case REZ05-18 with conditions, and sets the third consideration for Tuesday, February 5, 2019**
3. The Story County Board of Supervisors denies Ordinance No. 281, the Story County Zoning Map Amendment from A-1 Agricultural to A-2 Agribusiness as put forth in case REZ05-18, and sets the third consideration for Tuesday, February 5, 2019.
4. The Story County Board of Supervisors remands Ordinance No. 281, the Story County Zoning Map Amendment from A-1 Agricultural to A-2 Agribusiness as put forth in case REZ05-18 back to the applicant and/or staff for additional information, and directs staff to place this item on a future Story County Board of Supervisors meeting agenda.



**1. Property Owner\***

(Last Name) Praxie Vineyard, L.C.  
 (First Name) \_\_\_\_\_  
 (Address) 56344 130th Street  
 (City) Story City (State) \_\_\_\_\_ (Zip) 50248  
 (Phone) 515-450-7998 (Email) jmivski@iqstate.edu

**2. Applicant** (if different than owner)

(Last Name) John M. Vignatoski  
 (First Name) John  
 (Address) 4523 Westbend Dr.  
 (City) Ames (State) IA (Zip) 50014  
 (Phone) 515-450-7998 (Email) jmivski@iqstate.edu

**3. Property Address** 56344 130th Street

**Parcel ID Number(s)** 62-19-100-72D

**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 Praxie Vineyard Date 12/18/18 Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

*Variances are considered by the Story County Board of Adjustment and are requests to vary the strict application of the height, area, setback, parking or density requirements. Waivers are considered by the Story County Planning and Zoning Commission and Board of Supervisors and are requests to minimize the requirements for property development. Appeals are considered by the Story County Board of Adjustment where it is alleged that there is an error of law in any order, requirement, decision or determination made by the Planning and Development Director or his/her designee on enforcement of the Ordinance.*

**Variance**  
 Ordinance Section: Table B10-3  
**Submittal Requirements:**  
 Legal description of area  
 Filing Fee (required prior to processing): \$175 per request  
 Proposed site plan  
 Written narrative explaining justification for proposed variance and response to the legal principles outlined in Section 92.03(4) of the Story County Code of Ordinances

**Waivers**  
 Ordinance Section: \_\_\_\_\_  
**Submittal Requirements:**  
 Filing Fee (required prior to processing): \$175 per request  
 Written narrative explaining justification for proposed waiver and response to the legal principles outlined in Section 92.02 (4) of the Story County Code of Ordinances and standards in Section 92.04

**Appeal of Director's Decision**  
 Date of Director's Written Decision: \_\_\_\_\_  
**Submittal Requirements:**  
 Filing Fee (required prior to processing): \$175 per request  
 Written narrative specifying grounds for appeal  
 Receipt No. \_\_\_\_\_  
 Receipt Amount 51098.01  
\$525.00



**TEXT, ZONING, AND C2C PLAN AMENDMENTS**

**1. Property Owner\***

(Last Name) Prairie Vineyards, L.C.  
 (First Name) \_\_\_\_\_  
 (Address) \_\_\_\_\_  
 (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_  
 (Phone) \_\_\_\_\_ (Email) \_\_\_\_\_

**2. Applicant (if different than owner)**

(Last Name) Mivanowski  
 (First Name) Nolan A  
 (Address) \_\_\_\_\_  
 (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_  
 (Phone) \_\_\_\_\_ (Email) \_\_\_\_\_

**3. Property Address** 5634 130th Street

**Parcel ID Number(s)** 02-19-100-220

**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 Paul Mivanowski Date 12/17/18 Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

**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: A-1  
 Proposed District: A-2  
**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: Ag Conservation  
 Proposed Designation: Comm-Ind.  
**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

5698.00  
 \$825.00

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

Receipt No. \_\_\_\_\_  
 Receipt Amount \_\_\_\_\_

## Emily E. Zandt

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**From:** Miranowski, John A [ECONA] <jmirski@iastate.edu>  
**Sent:** Tuesday, December 18, 2018 12:59 PM  
**To:** Jerry L. Moore; Emily E. Zandt  
**Cc:** Miranowski, John A [ECONA]  
**Subject:** Winery Permits.3.docx  
**Attachments:** Winery Permits.3.docx; scan Exhibis A, B, C.pdf

Jerry and Emily –

I am attaching the narrative to accompany my request for Rezoning the North 200' of Parcel ID 0219-100-220 from A-1 Agricultural to A-2 Agribusiness, and the Variance request necessary to bring allow a variance to the required 50' setback from the North property line. I have also attached 3 scans of exhibits that are meant to accompany the variance request. I would be happy to make a better set of copies if needed and also make any changes that you may deem necessary. Finally, if you think that it would be more appropriate, I have no objections.

I am a clumsy novice at this type of thing, so any advice as well as the assistance that you have provided, is much appreciated.

Thanks - John

## ABD Native Winery Permit Application from Prairie Vineyards, L.C.

I am seeking approval from the State of Iowa to obtain a Class A Native Winery Permit so that engage in wholesale marketing of Red Barn Wines to retail outlets. To obtain a Class A Permit, ABD requires that I have a TTB Permit (which I received in August 2017), Approved Zoning from Story County (which is the purpose of this application), \$5000 Surety Bond, and notarized forms.

### Rezoning Application:

I am requesting rezoning of the North 200' of Parcel ID 0219-100-220 that is adjacent to E18. I have been recently informed by Planning and Development that if I want to use the Red Barn as a point of sale to wholesale my wines, I need to have the land where the Red Barn is located rezoned from A-1 (Agricultural District) to A-2 (Agribusiness District) to receive zoning approval to wholesale market my Red Barn Wines. It was indicated that my need to rezoning would be analogous to Alluvial Brewing's rezoning request to wholesale keg beer.

As I understand the Standards for Approval, this rezoning request should satisfy those standards:

1. The proposed rezoning shall conform to the Cornerstone to Capstone Comprehensive Plan.
2. The proposed rezoning shall conform to the Statement of Intent for the proposed district and district requirement
3. The proposed rezoning shall be compatible with surrounding land uses and development patterns.
4. The proposed rezoning shall protect environmental resources. Maintaining this site as a vineyard and agricultural land does provide a nice buffer to the Greenbelt Trail, conservation of natural resources, and maintains Story County recreational opportunities.
5. This is not a request to rezone from an A-1 or A-2 District to another District so this should not be an issue. The last LESA score that I have was 202 in 2014.

## Variance Application:

When I had the agricultural building constructed in 2015-2016, it was my intent to satisfy the county requirements for eventual use of building for other than agricultural purposes. Thus, I visited the Story County Planning Office in summer 2015 to determine what I would need to do to satisfy such requirements. I was told that the building would need a 50' setback from the property line. That was the basis for the crude drawing used for 2015 Ag exemption application (See Exhibit B) indicating a 50' setback for the proposed building. Because we were having difficulty determining the property line from the Beacon maps, Ryan Newstrom suggested either hiring a surveyor or possibly using a setback based on distance from the South edge of E18. I checked with a surveyor and he indicated that it would cost at least \$2500-3000 if they could locate the pins, and he was doubtful that they could be located given extensive soil movement to construct I-35 and the associated onramp. At that point, I asked Ryan if he could draw a line that would approximate the necessary setback from E18 realizing that this did not constitute an official property line. (See Exhibit B attached.) According to the Beacon map that Mr. Moore shared with me (Exhibit C), I still did not achieve the 50' setback from the property line that I was attempting when I laid out the site for dirt work and construction.

This variance request is necessitated in part by my lack of understanding that I would need to rezone the land from Agricultural (A-1) to Agribusiness (A-2) if I hoped to wholesale wine from a facility in Story County and in part by inadequate or inaccurate measuring skills.

My request for a variance is based on the following legal principles:

1. Unnecessary hardship if I cannot wholesale wine from the building. The investment in that building will not yield a reasonable return.
2. Granting the variance will not be contrary to the public interest. I cannot think of any way that the variance would be contrary to the public interest. If anything, the public interest may be enhanced by having an attractive building and improved agro-tourism opportunity.
3. The spirit and intent of the Story County Cornerstone to Capstone Comprehensive Plan and the Story County Land Development Regulations continue to be protected into the future from other less desirable forms of development in an environmentally sensitive area.

Also, the vineyard does provide a nice agritourism opportunity to trail users and other vineyard visitors, part-time employment in grape production and wine marketing. I was initially going to apply for a Conditional Use Permit on this occasion, but given health uncertainties, that decision has been pushed back at least until summer 2019

## Responses to Story County Planning and Development Department Comments/Questions

1.a. I anticipate that all supply deliveries and pickups will be done with light trucks (pickups or vans, generally my own vehicle). In delivering wine that I am wholesaling, I would not anticipate this happening more than once a week. I anticipate one or two deliveries of bottled wine from our Custom Crush partner, Soldier Creek Winery in Fort Dodge, which I will do or Soldier Creek will do with a pickup and trailer once or twice per year. For wholesale wine sales and deliveries, I do not anticipate anyone stopping to pick up wine.

1.b. So far, I do not have a concrete distribution plan. Lacking a State Class A Native Wine Permit to wholesale my wines, I have not been able to generate even potential sales since I cannot market my wines without a State permit. I plan to market my wines to local wine distributors and other retail outlets such as HyVees and Cyclone Liquors in Story County and similar retailers in surrounding counties.

1.c. My plans are to distribute 5000-7000 bottles of wine per year.

1.d. For the distribution of wines, I anticipate 1-2 part-time employees in addition to myself.

1.e-f. At the present time, I do not plan to install a parking site since wine wholesale in Iowa typically involves delivering wine to retail outlets and other distributors.

1.g. The bottled wine product will be stored in the NE corner of the Red Barn and occupy an area about 10'x32' from the OHD to the middle of the second set of windows. I am unable to update the drawing but have informed Emily how to update the original drawing. I have installed Arlo Pro cameras in the building and on the front of the building as a security system.

2. My plan is to use the building 3 out of 5 years and make wine myself in the building. Because my custom crush arrangement involves processing larger quantities of grapes than I produce of some varieties, it is more efficient to process these smaller quantities with my own equipment especially in lower yielding years. Annually, my estimate would be 500-1200 bottles done in the Red Barn. As I indicated in the Conceptual Plan, rachis, stems, skins, and seeds (processing wastes) will be composted in the field next to the vineyard. I plan to have 1-2 part-

time employees helping during the main processing season. Racking and filtering may require an additional part-time employee post-fermentation.

3. All the wines bottled under the Red Barn label are estate grown (or come from Prairie Vineyards, L.C.) located on or next to the parcel with the Red Barn. I plan to continue to sell some of the grapes that I do not use to produce Red Barn wines if quantities of harvest grapes exceed my needs. In years with underproduction due to adverse weather condition, I will not purchase grapes from other producers, but rather produce less wine. I find that other producer are unable or unwilling to meet my quality standards in grape production.

I have a custom crush arrangement with the Winemaker (Anne Zwink) at Soldier Creek Winery in Fort Dodge, Iowa, to process and bottle various varieties of my grapes (quantities over one ton of a particular varieties). Custom crush arrangements are quite common in California and other western states. Small vineyards quite often use custom crush arrangements with larger, better-equipped wineries to process and bottle their wines. Grower typically have as much input as they desire into the winemaking process. As Ms. Zwink told me initially, I want you to tell me how you want your wines made and how you want your wines to taste. I do not want them tasting like our Soldier Creek wines. The cost of processing is based on the steps that I request, the additives that I want added, and the quantities being processed. She also suggests various alternatives that I may want to consider.

4-5. I do not fully comprehend what is being required in item 4. of the Department's comments. Typically, wineries are located on agricultural land and considered an agricultural activity in most counties in Iowa. I do not understand why it must be classified an agribusiness activity in Story County. That said, I have been advised by surveyors that my particular site may be very costly (\$3000-5000+) to survey because the pins may be next to impossible to locate following the I-35 interchange construction. Thus, in the interests of obtaining appropriate zoning in the next two months to obtain a State Class A Native Winery Permit, I do not know which alternative may achieve my objective at the least cost and time. That is why I have paid the fee and submitted the rezoning request. I guess I may need to seek legal counsel to understand the tradeoffs even though I have explained to the Department why I am seeking the rezoning alternative.

6. Again, I do not understand if the rezoning and variance are approved and a fee submitted, why I must submit a zoning permit and fee for changing from the agricultural status.

### Environmental Health Department Comments

I am happy to meet with Environmental Health Staff on current water usage and and septic system capacity given current water and septic system usage. Further, these should not be impacted by a permit to wholesale Red Barn wines.

### Conservation Department Comments

I have met with the Conservation Director and Parks Director and we are in general agreement on an easement for trail usage, but to the best of my knowledge there has been no longstanding mutual agreement other than by default.

TCM  
Tyler Content Manager

RE Parcel - Planning and Development Documents

Filter Documents

Date	Description	Key2	DocType
10/16/2016	Tax Statement-2017		IncREParcel
12/04/2017	INDEX CARD		IncREParcel
09/12/2017	Tax Statement-2016		IncREParcel
05/24/2017	Assessment Roll-2017		IncREParcel
01/09/2017	Tax Statement-2015		IncREParcel
03/17/2016	Assessment Roll - 2016		IncREParcel
01/25/2016	Assessment Roll - 2011		IncREParcel
01/22/2016	Assessment Roll - 2015		IncREParcel
01/22/2016	Assessment Roll - 2012		IncREParcel
03/29/2016	Planning and Development Documents		IncREParcel
05/14/2016	Planning and Development Documents		IncREParcel
05/14/2016	Planning and Development Documents		IncREParcel
	Planning and Development Documents		IncREParcel

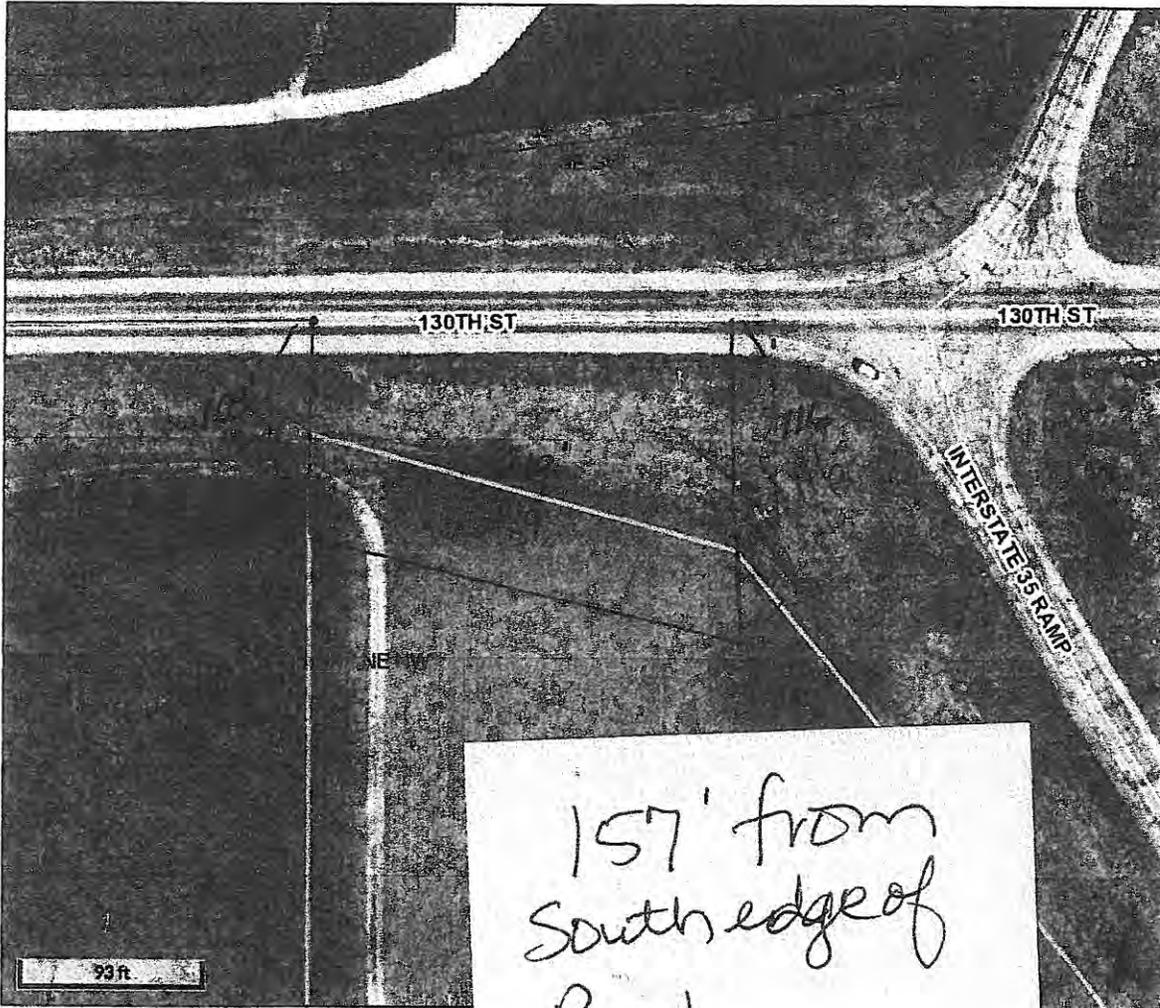
Filter Related Documents

Date	Key1	Key2	DocType
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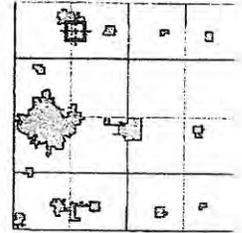
Parcel ID 0219100220 Alternate ID 219100220 Owner Address P  
 Sec/Twn/Rng 19-85-23 Class A - Agriculture 4

AG0515\_PRAIRIE\_VINEYARDS

Exhibit A.



**Overview**



**Legend**

- Parcels
- Lots
- Townships
- Sections
- Quarter Quarters
- Corporate Limits
- Road Centerlines

Parcel ID 0219100220  
 Sec/Twp/Rng 19-85-23  
 Property Address 56344 130TH ST  
 STORY CITY

District 53091 - HOWARD T  
 Brief Tax Description SECTION:19 TOWN:  
 (Note: Not to be used)

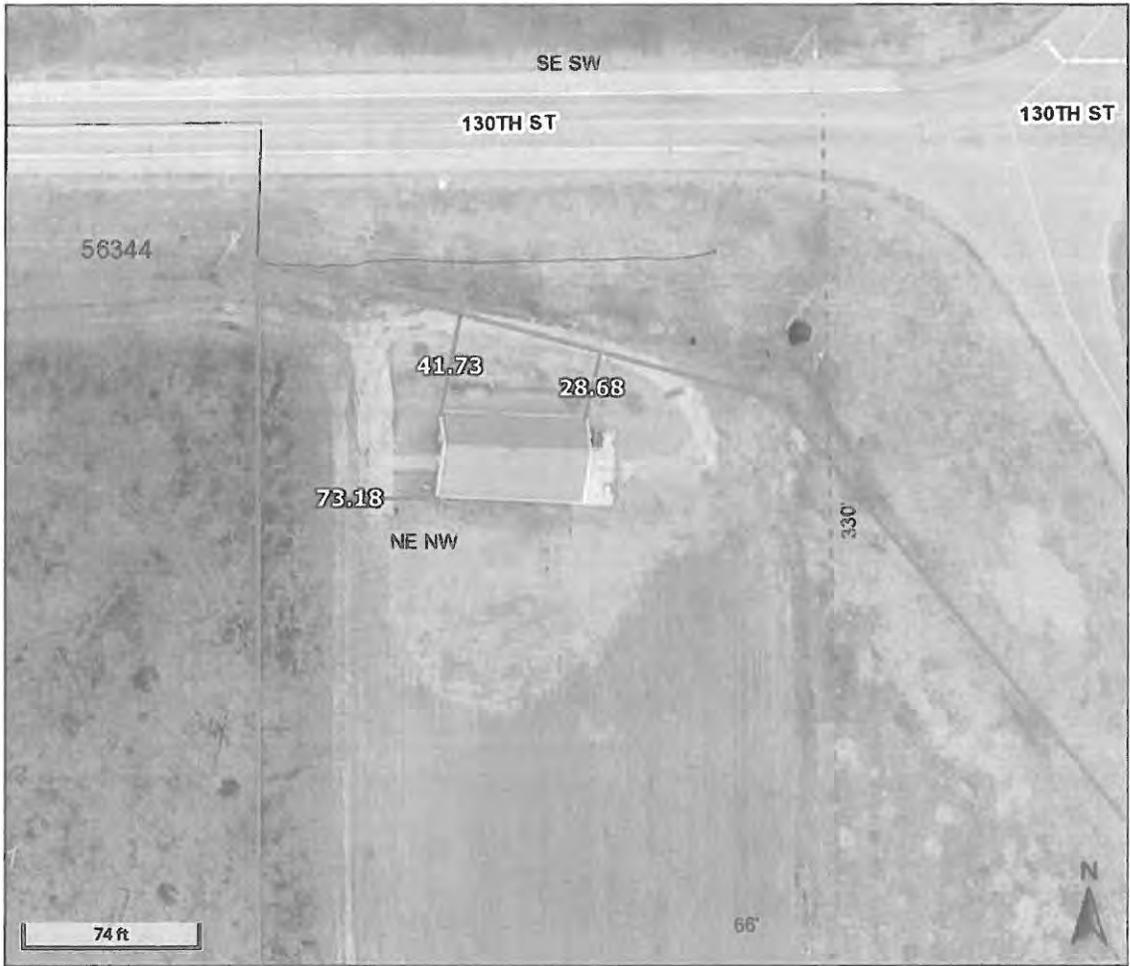
LAIRIE VINEYARDS LC  
 23 WESTBEND DR  
 1ES IA 50014-3664

Exhibit B

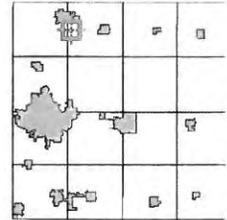
**Concerning Assessment Parcels and Platted Lots Within**

The solid parcel boundary lines represent the legal description of the parcels. Dashed lines 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: 6/22/2015  
 Last Data Upload: 6/21/2015 10:20:45 PM



**Overview**



**Legend**

-  Parcels
-  Lots
-  Townships
-  Corporate Limits
-  Road Centerlines

<b>Parcel ID</b>	0219100220	<b>Alternate ID</b>	0219100220	<b>Owner Address</b>	PRAIRIE VINEYARDS LC
<b>Sec/Twp/Rng</b>	19-85-23	<b>Class</b>	A - Agriculture		4523 WESTBEND DR
<b>Property Address</b>	56344 130TH ST	<b>Acres</b>	15.58		AMES IA 50014-3664
	STORY CITY				
<b>District</b>	53091 - HOWARD TWP/ROLAND-STORY SCH				
<b>Brief Tax Description</b>	SECTION:19 TOWNSHIP:85 RANGE:23 NE NW EX W320'				
	(Note: Not to be used on legal documents)				

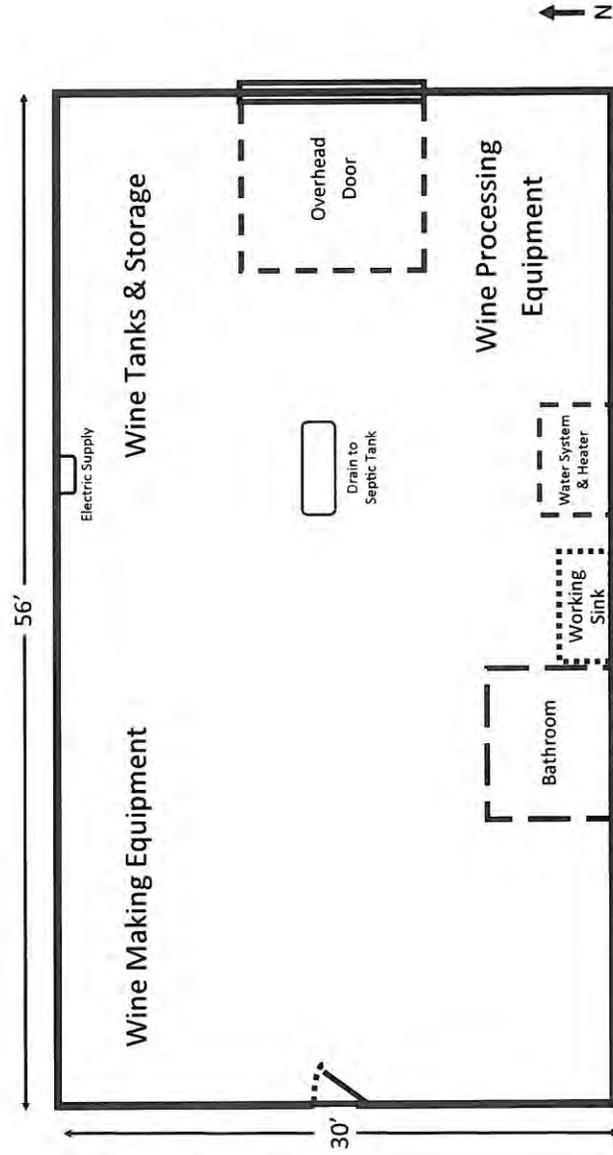
**Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:**  
 The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please 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).

*Exhibit C*

Date created: 11/1/2018  
 Last Data Uploaded: 10/31/2018 11:23:39 PM

**Prairie Vineyards, L.C.**

56344 130th Street



**RESOLUTION NO. 19-69**

**UN-COMMITMENT OF FUND BALANCE**

WHEREAS Resolution No 17-36 committed funds intended to offset conservation impacts to Story County, and

WHEREAS Resolution No 19-23 un-committed funds, and

WHEREAS the Story County Conservation Board and the Story County Board of Supervisors have identified projects/purchases that qualify, and

WHEREAS, it is desired to un-commit an amount for use of fund balances for certain purposes, in accordance with the Governmental Accounting Standards Board (GASB) 54 instructions,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Story County, Iowa, as follows:

**UN-COMMIT:**

General funds in the amount of \$11,476 shall be un-committed for Peterson Pit access water trail access; \$894.06 for Bear Creek bridge; additional \$4,005.25 for HOINT.

Total amount to un-commit: \$16,375.31

Motion by: Sanders, Seconded by: Murken

Voting Aye: Sanders, Murken, Olson

Voting Nay: None

Abstaining: None

Absent: None

Approved this 29<sup>th</sup> day of January, 2019

  
Board of Supervisors

Attest:   
County Auditor

**RESOLUTION NO. 19-70**

**UN-COMMITMENT OF FUND BALANCE**

WHEREAS Resolution No 14-74 committed funds intended for trade-in of the motor grader lease ending March, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Story County, Iowa as follows:

**UN-COMMIT:**

Secondary Roads funds in the amount of \$661,140 for the new lease of motor graders.

Motion by: Sanders , Seconded by: Murken

Voting Aye: Sanders, Murken, Olson

Voting Nay: None

Abstaining: None

Absent: None

Approved this 29<sup>th</sup> day of January, 2019

  
Board of Supervisors

Attest:   
County Auditor



STORY COUNTY  
BOARD OF SUPERVISORS  
LAURIS OLSON  
LINDA MURKEN  
RICK G. SANDERS

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

Jan. 29, 2019

To: Supervisors Rick Sanders and Linda Murken,  
Re: Appointment process for Boards & Commissions

Colleagues,

On Jan. 2, 2019 we began a discussion about how the Board of Supervisors (BOS) should determine nominees for appointments to our county boards and commissions and who should be included in the process. While the topic was originally focused on appointments to the Veterans Affairs Commission, we decided that we should broaden the conversation to include all boards and commissions.

I would like to propose the following process and participants for 2019 and 2020:

- Upon submission deadline, staff assemble and distribute copies of applications for all Supervisors and the chairperson of the applicable board or commission.
- BOS select two or three blocks of time when all three can be available to meet sequentially with applicants.
- Staff contacts applicants to book sequential interviews.
- Staff notifies board or commission chairperson. Any board or commission member or members may attend any interview session as long as they do not create a forum.
- Members submit comments to BOS chairperson.
- BOS members do not submit comments to BOS chairperson or compare notes due to open meetings law.
- BOS chair submits a nominee to the BOS for voting.

Sincerely

Lauris Olson. Chairperson

*Motion to have all three Supervisors interview <sup>Separate</sup> Passed 2-1*

**APPROVED**      **DENIED**

Board Member Initials: LO

Meeting Date: 1-29-19

Follow-up action: Staff to provide suggested process, verify that separate interviews does not create a walking quorum

## Countywide Watershed Assessment Implementation Matrix

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

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

Follow-up action: Committee

formed to propose reports  
structure for local watershed  
coordination  
positions.

*Matrix already APPROVED*

**DENIED**

**Overall** Recognizing the County Watershed Assessments conducted in 2018 were developed to serve as a starting point in guiding future watershed management decisions and is a high-level overview of where we are at this point in time:

- Work to identify where further study is needed,
- Discuss whether prioritizations in the assessments should be modified,
- Identify who oversees the effort and strategies,
- Establish schedule for development of watershed management authorities, and
- Define and dedicate ongoing resources for further study and implementation.

### Regulatory

Action Step	Priority <sup>a</sup>	Responsible Party	Estimated Budget Amount <sup>b</sup>	Identifiable Funding Source Yes/No	Notes
1.1	High	<ul style="list-style-type: none"> <li>• Board of Supervisors</li> <li>• Planning and Development</li> </ul>	\$500	Yes	Planning and Zoning Commission and Board of Supervisors may take action in December.
1.2	High	<ul style="list-style-type: none"> <li>• Board of Supervisors</li> </ul>	\$5,000	Yes	Prohibit incompatible uses within streams and lake buffers

### Programmatic

Action Step	Priority	Responsible Party	Estimated Budget Amount	Identifiable Funding Source Yes/No	Notes
2.1	High	<ul style="list-style-type: none"> <li>• Board of Supervisors</li> <li>• Story County Conservation Board</li> </ul>	No Costs	NA	Interdepartmental working group to guide county water quality efforts
2.2	Medium	<ul style="list-style-type: none"> <li>• Story County Conservation Board</li> <li>• Board of Supervisors</li> </ul>	TBD	Yes	<ol style="list-style-type: none"> <li>Coast share program to establish native vegetation and/or fencing (eliminate livestock access) within recommended stream and lake buffer areas</li> <li>Incentivize (financial and non-financial) or promote the importance of stream and lake buffers</li> <li>Review current Land Development Regulations (specifically the GB-C District) to see how they support or hinder the implementation of the watershed assessments</li> </ol>
2.3	Medium	<ul style="list-style-type: none"> <li>• Board of Supervisors</li> <li>• Story County Conservation Board</li> </ul>	TBD	Yes	<ol style="list-style-type: none"> <li>Investigate the economic feasibility of developing a commercial mitigation bank as a means for financing wetland restoration projects</li> <li>Prioritize wetland restoration sites using the Agricultural Conservation Planning Framework (ACPF) tool</li> <li>Work to identify willing landowners and funding partners</li> </ol>
2.4	Medium	<ul style="list-style-type: none"> <li>• Story County Conservation Board</li> </ul>	TBD	Yes	<ol style="list-style-type: none"> <li>Investigate the economic feasibility of developing a commercial mitigation bank as a means for financing streambank restoration projects</li> </ol>

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\* See Page 8 for criteria used to identify priorities.  
 ^ Estimated Budget Amounts exclude County staff time.

## Countywide Watershed Assessment Implementation Matrix

							<ul style="list-style-type: none"> <li>b. Prioritize Streambank Erosion Sites</li> <li>c. Work to identify willing landowners and funding partners</li> </ul>
2.5	Protect native prairie remnants	Medium	<ul style="list-style-type: none"> <li>• Story County Conservation Board</li> <li>• Planning and Development</li> <li>• Board of Supervisors</li> </ul>	TBD	Yes	<ul style="list-style-type: none"> <li>Consider rezoning or other protective measures to the GB-C Greenbelt Conservation Zone District</li> </ul>	
2.6	Sensitive Environmental Areas enhancement and protection program	High	<ul style="list-style-type: none"> <li>• Story County Conservation Board</li> </ul>	TBD	Yes	<ul style="list-style-type: none"> <li>a. Develop an assistance program for willing landowners</li> <li>b. Protect parcels with willing landowners</li> <li>c. Consider rezoning identified lands to the GB-C Greenbelt Conservation Zone District</li> </ul>	
2.7	Nutrient reduction cost share program	High	<ul style="list-style-type: none"> <li>• Watershed Management Authorities</li> </ul>	TBD	Yes	<ul style="list-style-type: none"> <li>a. Develop a cost share program for conservation practices based on nutrient reduction effectiveness (\$/lbs. system)</li> </ul>	
2.8	Drainage District Operational Guidance	Medium	<ul style="list-style-type: none"> <li>• Drainage District Trustees</li> </ul>	\$500	Yes	<ul style="list-style-type: none"> <li>a. Convene working group</li> <li>b. Review current procedures and recommendation from Watershed Assessment</li> <li>c. Develop guidance document for Drainage District Trustees</li> </ul>	
2.9	Water Quality Monitoring	High	<ul style="list-style-type: none"> <li>• Story County Conservation Board</li> </ul>	TBD	Yes	<ul style="list-style-type: none"> <li>a. Convene a working group (e.g. staff, officials, stakeholders) to implement a comprehensive monitoring program according to EOR's recommendations</li> <li>b. Work with IHR to establish Full Sentinel Site monitoring at locations along South Skunk River per watershed assessment Report</li> <li>c. Improve rating curve used for estimation of flow at the East Indian Creek, Full Sentinel monitoring site</li> <li>d. Establish General Sentinel Site monitoring at locations identified in watershed assessment</li> <li>e. Initiate discussion with Iowa Flood Center for location of stream sensors</li> </ul>	
2.10	Municipal Outreach	Medium	<ul style="list-style-type: none"> <li>• Board of Supervisors</li> <li>• Story County Conservation Board</li> <li>• Planning and Development</li> <li>• Environmental Health</li> <li>• Watershed Management Authorities</li> </ul>	\$5,000	Yes	<ul style="list-style-type: none"> <li>a. Develop an outreach presentation to update/educate elected municipal officials on importance of stormwater management</li> <li>b. Make model stormwater ordinance available to cities throughout County</li> <li>c. Conduct training for public and cities regarding modern stormwater management and erosion control</li> <li>d. Work with State and Federal authorities and agencies to investigate ways to incorporate stormwater management in municipal infrastructure projects</li> </ul>	
2.11	WMA Collaboration	High	<ul style="list-style-type: none"> <li>• Board of Supervisors</li> <li>• Story County Conservation Board</li> </ul>	\$1,000	Yes	<ul style="list-style-type: none"> <li>a. Work with existing Watershed Management Authorities (WMA) within the County on common goals</li> <li>b. Support formation of new WMAs particularly within the South Skunk and East Indian Creek watersheds</li> </ul>	

\* See Page 8 for criteria used to identify priorities.

Estimated Budget Amounts exclude County staff time.

## Countywide Watershed Assessment Implementation Matrix

2.12	Erosion Control and Stormwater Management	High	<ul style="list-style-type: none"> <li>Watershed Management Authorities</li> <li>Board of Supervisors</li> <li>Story County Conservation Board</li> <li>Planning and Development</li> </ul>	\$10,000	Yes	<ol style="list-style-type: none"> <li>Educate and engage residents and other stakeholders regarding the impacts of erosion and stormwater management</li> <li>Work with State and Federal agencies to investigate ways to incentivize improved stormwater management and erosion control across the county</li> <li>Streamline development permitting processes (especially erosion control and stormwater management), engage the development community, and develop legitimacy for new ordinances and policies</li> <li>Develop and implement consistent enforcement strategies and tactics</li> <li>Partner with municipalities and WMAs to conduct outreach on green infrastructure design to implement ordinances</li> <li>Outreach program focusing on schools and homeowners</li> </ol>
2.13	Nutrient Reduction and Bacteria Reduction Outreach	High	<ul style="list-style-type: none"> <li>Story County Conservation Board</li> </ul>	\$50,000	Yes	<ol style="list-style-type: none"> <li>Educate and engage agricultural producers in using conservation practices in farming and livestock production</li> <li>Educate and engage residents in methods to reduce bacteria and nutrients entering water resources</li> <li>Initiate staff discussions with County Attorney regarding interpretation and use of floodplain ordinance for conservation practices</li> <li>Initiate high-level discussions with U.S. FEMA and Iowa DNR about federal and state interpretation of conservation practices in the floodplain</li> <li>Educate and engage stakeholders regarding County's interpretation of floodplain ordinance</li> <li>Coordinate development projects, local experts, and development community regarding opportunities for floodplain-located conservation practices</li> </ol>
2.14	Floodplain Management	High	<ul style="list-style-type: none"> <li>Board of Supervisors</li> </ul>	\$1,000	Yes	<ol style="list-style-type: none"> <li>Establish policy and practices for County staff</li> <li>Provide training to County staff who are in the field to recognize environmental issues associated with feedlots</li> <li>Coordinate with other counties, cities, and other entities to create and implement strategy to lobby state legislature for improved role for Counties in feedlot regulation</li> <li>Affected cities work with the Iowa Department of Natural Resources to conduct site investigations and development protection plans.</li> <li>Identify opportunities to assist local wastewater facility operators on upgrading systems</li> </ol>
2.15	Feedlot Outreach	Low	<ul style="list-style-type: none"> <li>Board of Supervisors</li> <li>Environmental Health</li> </ul>	\$1,000	Yes	
2.16	Establish Source Water Protection Plans	Low	<ul style="list-style-type: none"> <li>Board of Supervisors</li> </ul>	TBD	TBD	
2.17	Wastewater Management Practices	Medium	<ul style="list-style-type: none"> <li>Board of Supervisors</li> <li>Environmental Health</li> </ul>	TBD	TBD	

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\* See Page 8 for criteria used to identify priorities.  
 ^ Estimated Budget Amounts exclude County staff time.

## Countywide Watershed Assessment Implementation Matrix

Capital Improvement						
Category:						
Action Step	Priority	Responsible Party	TBD	TBD	Notes	
3.1 Drainage Ditches	Medium	<ul style="list-style-type: none"> <li>Drainage District Trustees</li> </ul>	TBD	TBD	a. Analyze all drainage ditch maintenance and improvement needs for water quality practices b. Implement erosion control practices and water quality design elements	
3.2 Story County Infrastructure	High	<ul style="list-style-type: none"> <li>Board of Supervisors</li> </ul>	TBD	Yes (on a case-by-case basis)	Ensure capital projects have a positive or neutral effect on water quality.	

- b. Provide additional resources for illicit discharge detection and elimination
- c. Work with wastewater treatment operators within County to investigate options for developing a nutrient trading program
- d. Establish unpermitted septic cost share program

Dated: 7

\* See Page 3 for criteria used to identify priorities.

Estimated Budget Amounts exclude County staff time.

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Countywide Watershed Assessment Implementation Matrix

\* See Page 8 for criteria used to identify priorities.

Estimated Budget Amounts exclude County staff time.

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## Countywide Watershed Assessment Implementation Matrix

### List of Potential Partners

Organization	Effort
Prairie Rivers of Iowa	Outreach
	Agricultural practices
	Stormwater
	Ambient monitoring
	Outreach
Iowa Stormwater Education Partnership	Outreach
ISU Learning Farms	Outreach
ISU Extension	Outreach
ISU UTRM	TELIC quality monitoring
ISU Agriculture and Bioscience Engineering	Ambient Testing
USDA Natural Resource Conservation Service	Agricultural practices; Outreach
USDA Farm Service Agency	Agricultural practices
Story County Soil and Water Conservation District	Agricultural practices
Iowa Soybean Association	Outreach
	Agricultural quality monitoring; watershed planning
Iowa DNR	Wastewater program
	Ambient monitoring – lake and stream
	Floodplain Management/Mapping
	Land protection
	Land Protection
Iowa Natural Heritage Foundation	Ambient Monitoring
Iowa Prairie Network	Outreach
Squaw Creek Watershed Coalition	Outreach
Iowa Water Center	Programmatic/regulatory best practices
Iowa Homeland Security and Emergency Management	Outreach
Iowa Flood Center	Mapping
	Monitoring
Iowa Floodplain and Stormwater Management Association	Outreach
	Monitoring
	Programmatic/regulatory best practices
USGS – Iowa Water Science Center	Monitoring
	Outreach
Trees Forever	Outreach
	Agricultural practices
Squaw Creek Watershed Management Association	Outreach
	Programmatic/regulatory best practices
Four-Mile Creek Watershed Management Association	Outreach
	Programmatic/regulatory best practices
Iowa Rivers Revival	Outreach
	Programmatic/regulatory best practices
Iowa Hygienic Lab	Monitoring
Silver Jackets	Outreach
	Programmatic/regulatory best practices

\* See Page 8 for criteria used to identify priorities.

Estimated Budget Amounts exclude County staff time.

## Countywide Watershed Assessment Implementation Matrix

U.S. Army Corps of Engineers	Flood Control
Iowa Environmental Council	Floodplain Management
National Flood Insurance Program – FEMA	Outreach
	Floodplain Management
	Outreach
Iowa Finance Authority	Mapping
	Program Financing
Iowa Agriculture Water Alliance	Outreach
Iowa Economic Development Authority	Program Financing
Iowa Farm Bureau	Program Financing
	Outreach
	Programmatic/Best Practices

\* See Page 8 for criteria used to identify priorities.

† Estimated Budget Amounts exclude County staff time.

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## Countywide Watershed Assessment Implementation Matrix

### \*Prioritization Criteria

#### Low

- Steps for which previous efforts have been made or slowed
- Steps outside the County's ability to affect
- Long time frame (6-10 years)

#### Medium

- Steps necessary for impactful water quality or flood mitigations improvements but not required for subsequent action step implementation
- Secondary actions that will benefit from high priority work items when completed
- Medium time frame (3-5 years)

#### High

- Project is underway
- Other items rely on the step – it sets groundwork and is necessary to implement subsequent steps
- Step will provide measurable results
- Steps addresses known areas of great significant concerns and will have county-wide outcomes
- May be classified as immediate time frame (0-2 years) or Medium time frame (3-5 years)

\* See Page 8 for criteria used to identify priorities.

Estimated Budget Amounts exclude County staff time.

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RESOLUTION #19-57  
CONSTRUCTION EVALUATION RESOLUTION

WHEREAS, Iowa Code section 459.304(3) sets out the procedure if a board of supervisors wishes to adopt a "construction evaluation resolution" relating to the construction of a confinement feeding operation structure; and

WHEREAS, only counties that have adopted a construction evaluation resolution can submit to the Department of Natural Resources (DNR) an adopted recommendation to approve or disapprove a construction permit application regarding a proposed confinement feeding operation structure; and

WHEREAS, only counties that have adopted a construction evaluation resolution and submitted an adopted recommendation may contest the DNR's decision regarding a specific application; and

WHEREAS, by adopting a construction evaluation resolution the board of supervisors agrees to evaluate every construction permit application for a proposed confinement feeding operation structure received by the board of supervisors between February 1, 2019 and January 31, 2020 and submit an adopted recommendation regarding that application to the DNR; and

WHEREAS, the board of supervisors must conduct an evaluation of every construction permit application using the master matrix created in Iowa Code section 459.305, but the board's recommendation to the DNR may be based on the final score on the master matrix or may be based on reasons other than the final score on the master matrix;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF STORY COUNTY that the Board of Supervisors hereby adopts this construction evaluation resolution pursuant to Iowa Code section 459.304(3).

Dated this 29th day of January, 2019.



Board of Supervisors  
Story County, Iowa



County Auditor  
Story County, Iowa

Moved by: Sanders

Seconded by: Murken

Voting Aye: Sanders, Murken, Olson

Voting Nay: none

Absent: none

## Michelle L. Bellile

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**From:** Sue R. McCaskey  
**Sent:** Thursday, January 24, 2019 11:29 AM  
**To:** Michelle L. Bellile  
**Subject:** Agenda for board meeting- January 29, 2019

Story County Animal Control- January 29, 2019

1. Numbers (of all kinds)
2. Remodeling update
3. Adoption numbers rising
4. Coming soon....a fundraiser near you!
5. Cat neuters in the Spring
6. Trying some added open hours
7. Animals in the cold, snow and wind.
8. Our great animal shelter supporters!
9. Open house for remodel of shelter