

The Board of Supervisors met on 10/29/19 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, Lauris Olson, and Lisa Heddens with Murken presiding. (all audio of meetings available at storycountyia.gov)

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

MINUTES: 10/22/19 Minutes - Heddens moved, Olson seconded the approval of 10/22/19 Minutes as presented. Roll call vote. (MCU)

CLAIMS: 10/31/19 Claims of \$1,509,321.68 (run date 10/25/19, 31 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$82,944.53), Holding-Seized Funds (\$82,711.13), BooST School Ready Services (\$15,278.94), BooST Early Childhood (\$3,654.20), Emergency Management (\$291.19), E911 surcharge (\$29,529.42), County Assessor (\$4,189.99), Ames City Assessor (\$6,953.44), and Central Iowa Community Services (\$575,559.17). Olson moved, Heddens seconded the approval of Claims as presented. Roll call vote. (MCU)

Olson moved, Heddens seconded approval of the Consent Agenda with the removal of item #4 for individual consideration.

1. Certificate of Appointment of Reserve Deputy Sheriff for Tanner Michael Cook, effective 10/21/19
2. Renewal lease of the postage machine agreement between Story County and Pitney Bowes for Connect+/SendPro for \$1,076.92 for a five-year term ending 12/31/25
3. FY19 Annual Story County Urban Renewal Report
5. Resolution #20-34, Resolution of the Board of Supervisors of Story County, Iowa, setting date and time for Public Hearing for First Consideration of Ordinance No. 286, on 11/19/19, Amending Chapter 80, Floodplain Management of the Story County Code of Ordinances
6. Road Closures: #20-15; 20-16; 20-17; 20-18; 20-19; 20-20
7. Utility Permit: #20-4511

Roll call vote. (MCU)

4. An internal Food Drive from 10/30/19-11/1/19 to collect certain non-perishable food items needed immediately by the two pantries in Ames that typically serve a large number of Story County residents every month – Olson reported on need, participation is completely voluntary, and items needed. She asked Facilities Management to set up a table up on the main floor of the Administration Building. Murken asked Olson to send an email to all County employees. Heddens moved, Olson seconded the approval of the internal food drive from 10/30-11/1/19 to collect certain non-perishable food items. Roll call vote. (MCU)

RESOLUTION #20-31 TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF COUNTY PROPERTY, INCLUDING AN ESCROW FOR DEED AND ABSTRACT AND INSTALLMENT CONTRACT, LOCALLY KNOWN AS PARCEL #02-18-300-315 – Mike Cox, Conservation Director, reported on property location and background information. Jim Peace, Conservation Board, reported on additional detail. Cox stated Conservation will use Energy Transfer funds for the purchase. Murken stated she will abstain from voting today as she is acquainted with the seller. Murken opened the public hearing at 10:14 a.m., and, hearing none, she closed the public hearing at 10:14 a.m. Heddens moved, Olson seconded the approval of Resolution #20-31, to Enter into a Purchase Agreement for the Purchase of County Property, Including an Escrow for Deed and Abstract, and Installment Contract, locally known as Parcel #02-18-300-215. Heddens aye, Olson aye, Murken abstained. Motion carries.

RESOLUTION #20-32, FY20 APPROPRIATION AMENDMENT – Lisa Markley, Assistant Auditor reported on the appropriation process and timing. Olson stated this is a routine process. Olson moved, Heddens seconded the approval of Resolution #20-32, FY20 Appropriation Amendment. Roll call vote. (MCU)

RESOLUTION #20-33, FAUSCH AGRICULTURAL SUBDIVISION – Amelia Schoeneman, County Planner, reported on the applicant, property location, net acres, background information, surrounding land use, points to consider, and alternatives. Mike Louis, legal representative of the applicant, provided additional detail. Heddens moved, Olson seconded the approval of Resolution #20-33, Fausch Agricultural Subdivision as presented. Roll call vote. (MCU)

DISCUSSION FOR THE IOWA DEPARTMENT OF TRANSPORTATION FOR PREDESIGN AGREEMENT FOR IMPROVEMENTS ON U.S. HIGHWAY 30 BETWEEN I-35 AND 590TH AVENUE IN STORY COUNTY – Darren Moon, Engineer, reported on the re-design agreement, steps and process, Iowa Department of Transportation (DOT) public meeting discussion process, and site maps. Moon listed concerns: detour and closure of R70; Sandhill Trail closures; maintenance of frontage roads; changes to the maintenance agreement with the City of Ames after annexation of roads; increased usage of gravel roads. Moon is in favor of design and its safety measures. Scott Dockstader, District 1 Engineer of Iowa DOT, reported on 590th Avenue closure timeline. Olson asked about the impact on businesses located on US Highway 30. Dockstader stated the businesses prefer direct access to the highway and have expressed concerns but frontage roads are safer. Discussion took place. Moon stated certain items should be addressed prior to the consideration of any agreement. Olson asked about timeline. Scott stated no strict deadline.

PROPOSED MODIFICATIONS TO THE ORDINANCE DEVELOPMENT AND REVIEW GUIDELINES – Leanne Harter, County Outreach and Special Projects Manager, reviewed proposed changes. Olson moved, Heddens seconded the approval of the Proposed Modifications to the Ordinance Development and Review Guidelines. Roll call vote. (MCU)

ANIMAL CONTROL QUARTERLY REPORT – Director Sue McCaskey reported on large livestock calls, a review of processes and procedures, shelter statistics, increase in volunteer hours, donations and fundraising, a very successful open house house, and upcoming training and events.

UPCOMING AGENDA ITEMS: Olson stated income guidelines and general assistance for rent from Community Services and Veterans Affairs is a future topic. Olson asked about the housing needs request for proposals (RFP) for next week. Heddens reported on Mid-Iowa Community Action (MICA) funding for the dental clinic.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All Board members reported on previous and upcoming meetings.

PUBLIC FORUM #2 - Marty Chitty, Milford Township, wished Board well for tonight's drainage district meeting. Heddens moved, Olson seconded to adjourn at 11: 26a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
10/29/19

1. CALL TO ORDER: 10:00 A.M.
2. PLEDGE OF ALLEGIANCE:
3. ADOPTION OF AGENDA:
4. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
5. AGENCY REPORTS:
6. CONSIDERATION OF MINUTES:

- I. 10/22/19 Minutes

Department Submitting Auditor

7. CONSIDERATION OF PERSONNEL ACTIONS:

8. CONSIDERATION OF CLAIMS:

- I. 10/31/19 Claims

Department Submitting Auditor

Documents:

CLAIMS 103119.PDF

9. CONSENT AGENDA:

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

- I. Consideration Of Certificate Of Appointment Of Reserve Deputy Sheriff Tanner Michael Cook Effective 10/21/19

Department Submitting Sheriff

Documents:

CERTIFICATE OF APPOINTMENT RESERVE DEPUTY COOK.PDF

- II. Consideration Of Renewal Lease For The Postage Machine Agreement Between Story County And Pitney Bowes For Connect+/SendPro For \$1,076.92 For A Five Year Term Ending 12/31/2025

Department Submitting Auditor

Documents:

2019 PITNEY BOWES AGREEMENT.PDF

III. Consideration Of FY 2018-19 Annual Story County Urban Renewal Report

Department Submitting Auditor

Documents:

2018 2019 ANNUAL URBAN RENEWAL REPORT.PDF

IV. Consideration Of An Internal Food Drive From 10/30/19-11/1/19 To Collect Certain Non-Perishable Food Items Needed Immediately By The Two Pantries In Ames That Typically Serve A Large Number Of Story County Residents Every Month

Department Submitting Board of Supervisors

Documents:

INTERNAL FOOD DRIVE REQUEST MEMO.PDF

V. Consideration Of Resolution #20-34, Resolution Of The Board Of Supervisors Of Story County, Iowa, Setting Date And Time For Public Hearing For First Consideration Of Ordinance No. 286, On November 19, 2019, Amending Chapter 80, Floodplain Management Of The Story County Code Of Ordinances

Department Submitting Board of Supervisors

Documents:

RESOLUTIONSETTINGPUBLICHEARINGONORDINANCE.PDF

VI. Consideration Of Road Closure Resolution(S): #20-15, 20-16, 20-17, 20-18, 20-19, 20-20

Department Submitting Engineer

Documents:

RC 20 15.PDF
RC 20 16.PDF
RC 20 17.PDF
RC 20 18.PDF
RC 20 19.PDF
RC 20 20.PDF

VII. Consideration Of Utility Permit(S): #20-4511

Department Submitting engineer

Documents:

UT 20 4511.PDF

10. PUBLIC HEARING ITEMS:

- I. Consideration Of Resolution #20-31 To Enter Into A Purchase Agreement For The Purchase Of County Property, Including An Escrow For Deed And Abstract And Installment Contract Locally Known As Parcel #02-18-300-315

Department Submitting Conservation

Documents:

20 31.PDF
ESCROW FOR DEED AND ABSTRACT OSHEIM.PDF
INSTALLMENT CONTRACT OSHEIM FINAL.PDF

11. ADDITIONAL ITEMS:

- I. Consideration Of Resolution #20-32, FY20 Appropriation Amendment - Lisa Markley

Department Submitting Auditor

Documents:

RES NO 2032.PDF

- II. Discussion And Consideration Of Resolution #20-33, Fausch Agricultural Subdivision - Amelia Schoeneman

Department Submitting Planning and Development

Documents:

RESOLUTION PACKET.PDF

- III. Discussion And Consideration With Iowa Department Of Transportation For Predesign Agreement For Improvements On U.S. 30 Between I-35 And 590th Ave In Story County.

Department Submitting Engineer

Documents:

IDOT PREDESIGN US 30.PDF

- IV. Consideration Of Proposed Modifications To The Ordinance Development And Review Guidelines - Leanne Harter

Department Submitting Board of Supervisors

Documents:

ORDINANCE.PDF

12. DEPARTMENTAL REPORTS:

I. Animal Control Quarterly Report - Sue McCaskey

Department Submitting Auditor

Documents:

ACO QTR RPRT.PDF

13. OTHER REPORTS:

14. UPCOMING AGENDA ITEMS:

15. PUBLIC FORUM #2:

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

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

17. ADJOURNMENT:

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

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 **Tanner Michael Cook** 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 21st day of October, A.D. 2019.


Paul H. Fitzgerald
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, SS.

I, **Tanner Michael Cook**, 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.

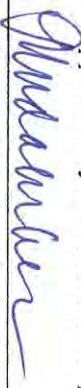

Tanner Michael Cook

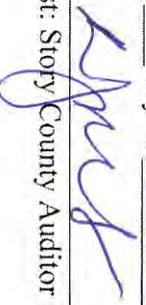

Notary



Subscribed and sworn to before me, this 21st day of October, A.D. 2019.

Above appointment approved by the Board of Supervisors of Story County, this 24th day of December A.D. 2019.


Story County Board of Supervisors


Attest: Story County Auditor

NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
Story County Board of Supervisors	426005024

Sold-To: Address
 900 6TH ST, NEVADA, IA, 50201-2056, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Michelle Bellile	5153827218	0012536722

Bill-To: Address
 900 6TH ST, Nevada, IA, 50201-2056, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Michelle Bellile	5153827218	0012549933	mbellile@storycountyiowa.gov

Ship-To: Address
 900 6TH ST, NEVADA, IA, 50201-2056, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Michelle Bellile	5153827218	0012536722

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROENTERPRISE	SendPro Enterprise
1	397-B	10 lb / 5 kg USB Scale
1	6WB-F	PBSMARTPSTGE 4X6 SHIPPING LBLs
1	6WB-F	PBSMARTPSTGE 4X6 SHIPPING LBLs
	F90I	Basic Installation and Training
1	JZ20	SendPro Enterprise Medium-Volume Printer
1	SPE30	100 lb. Tabletop Scale
1	SPEST-C	SPE-USPS STAMP/SHIP-SINGLE LOCATION
	SSSD	Implementation Day Rate
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro Enterprise)
1	SENDPROPSERIES	SendPro P Series
1	1FWW	10lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Series Meter
1	APA4	500 Dept Analytics

1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSJ	Connect+ 270 LPM Speed
1	AZBD	SendPro P3000 Series WOW
1	AZBE	SendPro P Series Mono Print Module
1	AZBG	Black Graphics Upgrade
1	M9SS	Mailstream Intellilink Services
1	ME1D	Meter Equipment - P Series, HV
1	MSD2	15" Color Touch Display
1	MSPS	SendPro P Series Power Stacker
1	MW90650	Tape Moistener Asmbly Connect+ 3000 Mono
1	MW96000	Weighing Platform
1	NV10	InView TMR Web Acct Bundle Single only
1	NV90	InView Subscription
1	NVMA	InView Dashboard - Single Meter
1	SJM3	SoftGuard for SendPro P3000
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

If any green products: The equipment covered by this Agreement includes remanufactured products that have gone through our factory certification testing process.

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 1,076.92	\$ 3,230.76

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897

State/Entity's Contract#


Lessee Signature

LINDA MURKEN
Print Name

Chair, Board of Supervisors
Title

10/29/19
Date

lmurken@storycountyiowa.gov
Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Gregory Kirk gregory.kirk@pb.com

Account Rep Name Email Address PBGFS Acceptance



WSCA/NASPO Term Rental Installment Option A Agreement
Account # 60

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Agreement Number

Your Business Information

STORY CO TREASURER

Full Legal Name of Customer	DBA Name of Customer	Tax ID # (FEIN/TIN)	
PO BOX 498	NEVADA	IA	50201-0498
Billing Address: Street	City	State	Zip+4
		16216819884	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
900 6TH ST	NEVADA	IA	50201-2054
Installation Address (If different from billing address): Street	City	State	Zip+4
		86503200205	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Fiscal Period (from - to)	Customer PO #	Delivery CAN #	

Your Business Needs

- 1 INVIEW Dashboard – Connect+ Single Meter
- 1 INVIEW Subscription
- 1 INVIEW Dashboard Set-Up & Training

♣ Annual Urban Renewal Report, Fiscal Year 2018 - 2019

Urban Renewal Area Data Collection

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

UR Area Creation Date: 11/2011

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

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
WARREN TWP/COLO-NESCO SCH STORY CO ORIG URA TIF INCREM	85591	85191	2,973,544
LINCOLN TWP/COLO-NESCO SCH STORY CO ORIG URA TIF INCREM	85592	85192	19,083,918
SHERMAN TWP/COLO-NESCO SCH STORY CO ORIG URA TIF INCREM	85593	85193	17,721,233
GRANT TWP/NEVADA SCH VETTER PROPERTY TIF INCREM	85594	85194	2,692,303
GRANT TWP/NEVADA SCH DEMONSTRATION WIND TURBINE TIF INCREM	85595	85195	776,988
LAFAYETTE TWP/ROLAND-STORY SCH/2013 STORY CO URA AMENDMENT TIF INCREM	85598	85198	611,564
LINCOLN TWP/COLO-NESCO SCH/2013 STORY CO URA AMENDMENT TIF INCREM	85599	85199	262,274
WARREN TWP/COLO-NESCO SCH/2013 STORY CO URA AMENDMENT TIF INCREM	85624	85200	473,613
INDIAN CREEK TWP/COLLINS-MAXWELL SCH/2013 STORY CO URA AMENDMENT TIF INCREM	85625	85201	223,776
GRANT TWP/NEVADA SCH 2016 COUNTY URA ADDITION INCREM	85632	85232	0
NEVADA TWP/NEVADA SCH 2016 COUNTY URA ADDITION INCREM	85633	85233	0
PALESTINE TWP/BALLARD SCH 2016 COUNTY URA ADDITION INCREM	85634	85234	0

Urban Renewal Area Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	5,982,900	97,747,200	0	0	103,730,100	0	103,730,100
Taxable	0	0	5,384,610	87,972,480	0	0	93,357,090	0	93,357,090
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:

480,194

0

Amount of 07-01-2018 Cash Balance Restricted for LMI

TIF Revenue: 860,702
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 28,115
 Asset Sales & Loan Repayments: 0
Total Revenue: 888,817

Rebate Expenditures: 0
 Non-Rebate Expenditures: 885,937
 Returned to County Treasurer: 0
Total Expenditures: 885,937

TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:

483,074

0

Amount of 06-30-2019 Cash Balance Restricted for LMI

Projects For STORY COUNTY URBAN RENEWAL AREA

Colo-Nesco School

Description: Phase II Playground Equipment
Recreational facilities (lake development, parks, ball fields,
trails)
Classification:
Physically Complete: Yes
Payments Complete: Yes

City of Huxley

Description: HOINT hard surface trail paving
Recreational facilities (lake development, parks, ball fields,
trails)
Classification:
Physically Complete: Yes
Payments Complete: Yes

City of Kelley

Description: Construction of 6' Water Main
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: Yes

City of Cambridge

Description: Construction of Multi-Functional Municipal Bldg
Main Street Iowa Program-Iowa Economic Development
Classification: Authority
Physically Complete: Yes
Payments Complete: Yes

Colo-Nesco School

Description: Phase III Playground Equip
Recreational facilities (lake development, parks, ball fields,
trails)
Classification:
Physically Complete: Yes
Payments Complete: Yes

City of Slater

Description: Main Street Improvements Main/Marshall
Main Street Iowa Program-Iowa Economic Development
Classification: Authority
Physically Complete: Yes
Payments Complete: Yes

City of Slater

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

City of Huxley

Description: Nord Kalsem Park Playground Structure
Recreational facilities (lake development, parks, ball fields,
trails)
Classification: Authority
Physically Complete: Yes
Payments Complete: Yes

Shive-Hattery Inc

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

City of Story City

Description: North Park Project
Recreational facilities (lake development, parks, ball fields,
trails)
Classification: Authority
Physically Complete: Yes
Payments Complete: Yes

City of Collins

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

City of Slater

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

Dakins Lake

Description: Dakins Lake Park Expansion
Recreational facilities (lake development, parks, ball fields,
trails)
Classification: Authority
Physically Complete: Yes
Payments Complete: Yes

TELC

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

TELC

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

TELC

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

Debts/Obligations For STORY COUNTY URBAN RENEWAL AREA

2012 TIF Revenue Bond

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	1,365,000
Interest:	67,665
Total:	1,432,665
Annual Appropriation?:	No
Date Incurred:	11/29/2012
FY of Last Payment:	2022

2016 TIF Revenue Bond

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	1,228,800
Interest:	122,243
Total:	1,351,043
Annual Appropriation?:	No
Date Incurred:	08/01/2016
FY of Last Payment:	2026

2017 TIF Revenue Bond

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	1,366,000
Interest:	186,870
Total:	1,552,870
Annual Appropriation?:	No
Date Incurred:	09/19/2017
FY of Last Payment:	2027

2018 TIF Revenue Bond

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	1,000,000
Interest:	201,851
Total:	1,201,851
Annual Appropriation?:	No
Date Incurred:	11/27/2018
FY of Last Payment:	2028

Story County Internal Loan

Debt/Obligation Type:	Internal Loans
Principal:	486,394
Interest:	0
Total:	486,394
Annual Appropriation?:	No
Date Incurred:	11/06/2015
FY of Last Payment:	2020

Non-Rebates For STORY COUNTY URBAN RENEWAL AREA

TIF Expenditure Amount: 0
 Tied To Debt: 2018 TIF Revenue Bond
 Tied To Project: City of Cambridge

TIF Expenditure Amount: 75,750
 Tied To Debt: 2018 TIF Revenue Bond
 Tied To Project: City of Story City

TIF Expenditure Amount: 0
 Tied To Debt: 2018 TIF Revenue Bond
 Tied To Project: City of Slater

TIF Expenditure Amount: 351,618
 Tied To Debt: 2012 TIF Revenue Bond
 Tied To Project: Dakins Lake

TIF Expenditure Amount: 16,033
 Tied To Debt: 2018 TIF Revenue Bond
 Tied To Project: Shive-Hattery Inc

TIF Expenditure Amount: 167,119
 Tied To Debt: 2016 TIF Revenue Bond
 Tied To Project: TELC

TIF Expenditure Amount: 0
 Tied To Debt: 2018 TIF Revenue Bond
 Tied To Project: City of Collins

TIF Expenditure Amount: 0
 Tied To Debt: 2018 TIF Revenue Bond
 Tied To Project: Colo-Nesco School

TIF Expenditure Amount: 0
 Tied To Debt: 2018 TIF Revenue Bond
 Tied To Project: City of Kelley

TIF Expenditure Amount: 173,399
 Tied To Debt: 2017 TIF Revenue Bond
 Tied To Project: TELC

TIF Expenditure Amount: 102,018
 Tied To Debt: 2018 TIF Revenue Bond
 Tied To Project: TELC

♣ Annual Urban Renewal Report, Fiscal Year 2018 - 2019

TIF Taxing District Data Collection

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

		UR Designation
	Slum	No
	Blighted	No
	Economic Development	11/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	6,607,900	0	0	6,607,900	0	6,607,900
Taxable	0	0	0	5,947,110	0	0	5,947,110	0	5,947,110
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	506,400	5,947,110	2,973,544	2,973,566	57,039

FY 2019 TIF Revenue Received: 55,200

TIF Taxing District Data Collection

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

		UR Designation
	Slum	No
	Blighted	No
	Economic Development	11/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	43,231,800	0	0	43,231,800	0	43,231,800
Taxable	0	0	0	38,908,620	0	0	38,908,620	0	38,908,620
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	5,064,000	38,167,800	19,083,918	19,083,882	377,846

FY 2019 TIF Revenue Received: 367,604

♣ Annual Urban Renewal Report, Fiscal Year 2018 - 2019

TIF Taxing District Data Collection

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

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		11/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

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

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	7,089,500	35,442,400	17,721,233	17,721,167	339,959

FY 2019 TIF Revenue Received: 331,845

TIF Taxing District Data Collection

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

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		11/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	5,982,900	0	0	0	5,982,900	0	5,982,900
Taxable	0	0	5,384,610	0	0	0	5,384,610	0	5,384,610
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	42,600	5,384,610	2,692,303	2,692,307	63,126

FY 2019 TIF Revenue Received: 62,152

♣ Annual Urban Renewal Report, Fiscal Year 2018 - 2019

TIF Taxing District Data Collection

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

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		11/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	1,726,600	0	0	1,726,600	0	1,726,600
Taxable	0	0	0	1,553,940	0	0	1,553,940	0	1,553,940
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	1	1,553,940	776,988	776,952	18,217

FY 2019 TIF Revenue Received: 16,270

TIF Taxing District Data Collection

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

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		10/2013

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	1,516,400	0	0	1,516,400	0	1,516,400
Taxable	0	0	0	1,364,760	0	0	1,364,760	0	1,364,760
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	293,300	1,223,100	611,564	611,536	12,961

FY 2019 TIF Revenue Received: 11,384

♣ Annual Urban Renewal Report, Fiscal Year 2018 - 2019

TIF Taxing District Data Collection

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

		UR Designation
Slum		No
Blighted		No
Economic Development		10/2013

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	582,800	0	0	582,800	0	582,800
Taxable	0	0	0	524,520	0	0	524,520	0	524,520
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	1	524,520	262,274	262,246	5,192

FY 2019 TIF Revenue Received: 4,370

TIF Taxing District Data Collection

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

		UR Designation
Slum		No
Blighted		No
Economic Development		10/2013

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	1,052,500	0	0	1,052,500	0	1,052,500
Taxable	0	0	0	947,250	0	0	947,250	0	947,250
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	1	947,250	473,613	473,637	9,085

FY 2019 TIF Revenue Received: 7,491

♣ Annual Urban Renewal Report, Fiscal Year 2018 - 2019

TIF Taxing District Data Collection

Local Government Name:	STORY COUNTY (85)		
Urban Renewal Area:	STORY COUNTY URBAN RENEWAL AREA (85022)		
TIF Taxing District Name:	INDIAN CREEK TWP/COLLINS-MAXWELL SCH/2013 STORY CO URA		
AMENDMENT TIF INCREM			
TIF Taxing District Inc. Number:	85201		
TIF Taxing District Base Year:	2012		
FY TIF Revenue First Received:	2015		UR Designation
Subject to a Statutory end date?	Yes	Slum	No
Fiscal year this TIF Taxing District		Blighted	No
statutorily ends:	2025	Economic Development	10/2013

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	497,300	0	0	497,300	0	497,300
Taxable	0	0	0	447,570	0	0	447,570	0	447,570
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	1	447,570	223,776	223,794	5,387

FY 2019 TIF Revenue Received: 4,386

TIF Taxing District Data Collection

Local Government Name:	STORY COUNTY (85)		
Urban Renewal Area:	STORY COUNTY URBAN RENEWAL AREA (85022)		
TIF Taxing District Name:	GRANT TWP/NEVADA SCH 2016 COUNTY URA ADDITION INCREM		
TIF Taxing District Inc. Number:	85232		
TIF Taxing District Base Year:	2015		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	261,400	0	0	0	0

FY 2019 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: STORY COUNTY (85)
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)
 TIF Taxing District Name: NEVADA TWP/NEVADA SCH 2016 COUNTY URA ADDITION INCREM
 TIF Taxing District Inc. Number: 85233

TIF Taxing District Base Year:	2015		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	89,500	0	0	0	0

FY 2019 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: STORY COUNTY (85)
 Urban Renewal Area: STORY COUNTY URBAN RENEWAL AREA (85022)
 TIF Taxing District Name: PALESTINE TWP/BALLARD SCH 2016 COUNTY URA ADDITION INCREM
 TIF Taxing District Inc. Number: 85234

TIF Taxing District Base Year:	2015		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	279,400	0	0	0	0

FY 2019 TIF Revenue Received: 0

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Leanne Harter, Story County, 900 6th St., Nevada, Iowa 50201 515-382-7247

**RESOLUTION #20-34
RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA,
SETTING DATE AND TIME FOR PUBLIC HEARING FOR FIRST CONSIDERATION
OF ORDINANCE NO. 286 ON NOVEMBER 19, 2019, AMENDING CHAPTER 80,
FLOODPLAIN MANAGEMENT OF THE STORY COUNTY CODE OF ORDINANCES**

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

WHEREAS, Section 1.11 (2)(A), Ordinance Adoption Procedure, of the *Story County Code of Ordinances* requires that a proposed ordinance must be considered and receive a favorable vote by a majority of the supervisors at two regular meetings of the Board; and

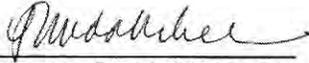
WHEREAS, Section 1.11 (2)(B), Ordinance Adoption Procedure, of the *Story County Code of Ordinances* requires that the title of the proposed ordinance shall be published at least 15 days prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained;

AND WHEREAS, Story County will be considering proposed revisions to Chapter 80 – Floodplain Management Program – of the Story County Code of Ordinances.

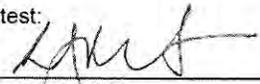
NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 286 on the 19th day of November 2019, at the Story County Administration Building, Nevada Iowa, in the Public Meeting Room, at 10:00 AM and that copies of the full text of Ordinance No. 286 are available in the Office of the Story County Auditor.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution upon its approval by the Board of Supervisors.

Dated this 29th day of October 2019.



Chairperson, Board of Supervisors

Attest:


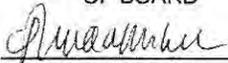
County Auditor

ROLL CALL
FOR ALLOWANCE

Lauris Olson	Yea <u>X</u>	Nay	Absent
Lisa Heddens	Yea <u>X</u>	Nay	Absent
Linda Murken	Yea <u>X</u>	Nay	Absent

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0



CHAIRPERSON Above tabulation made by 

Closure No. 20-15

Date October 22, 2019

Resolution

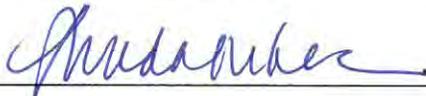
BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Bridge Damage in section 36 Warren 1 Richland on

160th St is closed between 670th Ave and 680th Ave

Motion by: Olson Seconded by: Heddens

Olson	<input checked="" type="checkbox"/>	Aye	Heddens	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent



Story County Board of Supervisors

Closure No. 20-16

Date October 22, 2019

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Bridge Damage in section 1,2,11,12 Palestine on

290th St is closed between US 69 and 560th Ave

Motion by: Olson Seconded by: Heddens

Olson	<input checked="" type="checkbox"/>	Aye	Heddens	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
		Nay			Nay			Nay
		Absent			Absent			Absent

Mudamker

Story County Board of Supervisors

Closure No. 20-17

Date October 22, 2019

Resolution

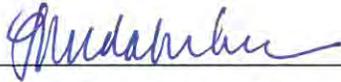
BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 15 Indian Creek on

305th St is closed between S27 and 660th Ave

Motion by: Olson Seconded by: Heddens

Olson	<input checked="" type="checkbox"/>	Aye	Heddens	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent



Story County Board of Supervisors

Closure No. 20-18

Date October 22, 2019

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 19 Franklin on

505th Ave will be closed between Cameron School Rd and Harvest Rd

Motion by: Olson Seconded by: Heddens

Olson	<input checked="" type="checkbox"/>	Aye	Heddens	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent

[Signature]

Story County Board of Supervisors

Closure No. 20-19

Date October 22, 2019

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Bridge Repair in section 21 Lincoln on

710th Ave between 100th St and 110th St. and 100th St. between US 65 and 710th Ave

Motion by: Olson Seconded by: Heddens

Olson	<input checked="" type="checkbox"/>	Aye	Heddens	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
		Nay			Nay			Nay
		Absent			Absent			Absent

Mudabiker

Story County Board of Supervisors

Closure No. 20-20

Date October 24, 2019

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 15,22 LaFayette on

E18(130th St) is closed between 530th Ave and 540th Ave

Motion by: Olson Seconded by: Heddens

Olson	<input checked="" type="checkbox"/>	Aye	Heddens	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent

Mudalchen

Story County Board of Supervisors

STORY COUNTY UTILITY PERMIT

Date 10/22/19

To the Board of Supervisors, Story County, Iowa:

The Midland Power Cooperative Company, incorporated under the laws of Iowa, with its principal place of business at 1005 E. Lincoln Way, Jefferson, 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 Bare Primary Cable on secondary route 630th Ave, from West side of 630th Ave to East Side of 630th Ave, a distance of 66 ft miles.

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

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

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

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

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

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

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

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

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

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

Date 10/21/19

Midland Power Cooperative
Name of Company (Applicant - Permittee)

Todd Leemke 515-370-5269
by Phone no.

Recommended for Approval:

Date 10-21-19

Damen Moran 515-382-7355
County Engineer Phone no.

Approved:

Date 10/29/19

Quadruphe
Chair, Board of Supervisors
Story County, Iowa

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

IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

Name: Bore
Longview Park
 Location #: 3036-057-7129
 Address: 20482 630th Ave
 Phone#: 515-231-4910
Richland 29 St

30 Sub
 3 Feeder
 A Phase
 Line Sec:

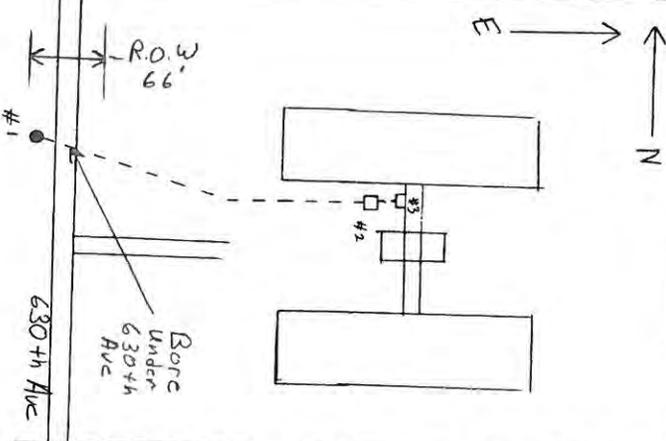
County: Story
 Township: Richland
 School Dist.:

WORK ORDER CODE	
New Construction	<input checked="" type="checkbox"/>
System Improvement	
Replacement	
Retire No. Replace	

WORK ORDER NO. 13101
 740c# 101
 Staked By TC Date 10-16-19
 Sheet No. 1 of 1
 Completed By _____ Date _____

Map Reference 71 TWP. 84 R 22 Sec. 29 Wire 1 Size 1/0 Kind JCN-220

Pole No.	Pri. Span.	Poles H & C		Line Angle	Trans. "G"	Ground "M2"	Ohm	GUY		Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No.	
		Misc.	Pri. Unit					Unit "E"	Lead		Unit No. J or K	(Back) Span			Size Meter	CONST.
#1		1	ITC	1	48.1	467	50							4A1	1	
#2	365'	1	UM	1	48.1	467	50							UM6-27	1	
#3	15'	1	UM8		48.1	467	50							UM1-5	1	
														UM6-1	1	
														UM8-34	1	
														4J2	3	
														4B7	1	
														UM48-1	1	
														UM8	1	



Const. Complt _____
 Retire. Complt _____
 Material Ticket Complt _____
 500 BH 9-00

JOB BRIEFING					
Nominal Voltage	_____	Loc of Line Protective Dvc	_____	_____	_____
Fault Current Available	_____	Hazardous in Area	_____	_____	_____
Hazardous Induced Voltg	_____	Personal Protective Equip	_____	_____	_____
Presence Protective Grds	_____	Traffic Control	_____	_____	_____
Equipment Grounds	_____	Job Procedure	_____	_____	_____
Pole Condition	_____	Individual Job Duties	_____	_____	_____
Environmental Condition	_____	Other Hazards	_____	_____	_____
Crew Initials	1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____				

CONSTRUCTION					
Conductor Pri. Sec.	O.H. URD	Pole Line Ft.	No. of Wires	Total Feet	
1/0	X	365'	1	430'	
JCN-220	X				
TOTALS	X				

RETIEMENT					
Conductor Pri. Sec.	O.H. URD	Pole Line Ft.	No. of Wires	Total Feet	
TOTALS	X				

Preparer Information /Return to: Ethan P. Anderson, 1315 South B. Ave., Nevada, IA 50201 (515) 382-7255
Individual's Name Street Address City Phone

SPACE ABOVE THIS LINE
FOR RECORDER

ESCROW FOR DEED AND ABSTRACT

TO: _____, ESCROW AGENT:

We/I hereby deliver to you in escrow the following legal documents and papers:

[X] Warranty Deed dated the 29th day of October, 2019.

with said deed approved as to form by the Buyers, (Consider transfer tax) for the following described real property, to-wit:

Lots 1, 2, 3, the West Half of Lot 4, Lot 5, 6, 7, and the West six acres of Lot 8 except the tract in a Southwest Corners of said Lot 8 described as commencing at the South common Section Corner of Section 13 in Township 85 North, Range 24 West of the 5th P.M. and Section 18 of Township 85 North, Range 23 West of the 5th P.M., thence North 00° 49' 09" East 100 feet to the point of beginning, thence North 89° 48' 33" East along the North right-of-way line of Highway No. 221 in Section 18 a distance of 120.41 feet thence North 00° 25' 45" West 145.41 feet, thence North 48° 38' 30" West 154.25 feet to the common line of Sections 18 and 13, thence South 247.76 feet to the point of beginning all in Section 18, Township 85 North, Range 23 West of the 5th P.M. Story County, Iowa, subject to easements of record if any.

from the undersigned Seller(s) to the undersigned Buyer(s).

[X] Abstract of Title for real estate above described, continued to date of the Contract and approved by the Buyer(s).

[X] Real estate Contract hereinafter referred to for the sale of said real estate (original or exact reproduction).

[] Other, specify:

All, except the real estate contract is for delivery to said grantees **when and only when** said contract between said Sellers and Buyers is fully performed.

The delivery of this deed and abstract is a completed delivery and unconditional, absolute and irrevocable except under the conditions following:

- (a) Forfeiture or foreclosure of the contract as provided by law.
- (b) Other devolution of the title or interest in said property, or change in the legal status of some of the parties which makes the escrowed deed useless.
- (c) All parties **or successors in interest** give the escrow agent specific directions in writing canceling this escrow agreement or modifying its terms.
- (d) An adjudication by any court of competent jurisdiction ordering a variance in the original terms of the escrow agreement or ordering its cancellation.

In the event of (a) (b) (c) or (d) above, the escrow shall be considered terminated and, unless otherwise ordered by the court as in (d) above or directed by the agreement of the parties as in (c) above, the escrowed papers and documents shall be returned to the Sellers, or their successors in interest, whereupon the duties of the Escrow Agent are terminated.

If the Buyers fully perform and are, at the time of such performance, entitled to the documents as a part of their chain of title, the Escrow Agent shall deliver same to Buyers. This authority shall include a delivery of said papers to a transferee authorized in writing by the Buyers.

Information in writing to Escrow Agent by either the Sellers or their representative that the Real Estate Contract is paid in full shall be complete and sufficient authority to deliver said documents to the Buyers.

The Escrow Agent shall have no responsibility whatever to see that Buyers and Sellers perform any of the terms of said contract between them, nor keep in force any insurance. Responsibility is limited to effecting the transfer of said papers and documents as herein expressly directed and agreed.

All parties shall share any reasonable expense of the Escrow Agent for services, legal or otherwise, necessarily incurred in carrying out his duties as such.

This escrow, power, authority, and direction may similarly be used by any and all members of your firm or successors thereof. You may at any time discharge your responsibility to the sellers

RECEIPT

The undersigned hereby acknowledge(s) receipt of the above-described legal documents as above designated, agree(s) to act as Escrow Agent for said transaction and to perform pursuant to instruction as above directed.

Dated at Nevada, IA , this _____ day of _____, 2019.

By:

_____, Escrow Agent

REAL ESTATE CONTRACT-INSTALLMENTS
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Ethan P. Anderson, Story County Attorney's Office, 1315 South B. Ave, Nevada, IA 50201
(515) 382-7255

Taxpayer Information: (name and complete address)

Story County Conservation, 56461 180th Street, Ames, IA 50010 (515)232-2516

Return Document To: (name and complete address)

Michael D. Cox, Story County Conservation, 56461 180th Street, Ames, IA 50010 (515)232-2516

Grantors:

Rosemary Osheim

Grantees:

Story County, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

REAL ESTATE CONTRACT-INSTALLMENTS

IT IS AGREED on _____, by and between Rosemary Osheim, a single person, of the County of Story, State of Iowa, Seller; and Story County Iowa of the County of Story, State of Iowa, Buyers;

That the Seller, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Seller to purchase the following described real estate situated in the County of Story, State of Iowa, to-wit:

Lots 1, 2, 3, the West Half of Lot 4, Lot 5, 6, 7, and the West six acres of Lot 8 except the tract in a Southwest Corners of said Lot 8 described as commencing at the South common Section Corner of Section 13 in Township 85 North, Range 24 West of the 5th P.M. and Section 18 of Township 85 North, Range 23 West of the 5th P.M., thence North 00° 49' 09" East 100 feet to the point of beginning, thence North 89° 48' 33" East along the North right-of-way line of Highway No. 221 in Section 18 a distance of 120.41 feet thence North 00° 25' 45" West 145.41 feet, thence North 48° 38' 30" West 154.25 feet to the common line of Sections 18 and 13, thence South 247.76 feet to the point of beginning all in Section 18, Township 85 North, Range 23 West of the 5th P.M. Story County, Iowa, subject to easements of record if any.

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain personal property if and as may be herein described or if and as an itemized list is attached hereto and marked "Exhibit A" all upon the terms and conditions following:

1. **TOTAL PURCHASE PRICE.** The Buyers agree to pay for said property the total of \$137,001 due and payable to Seller at 12934 HILLCREST DR STORY CITY IA 50248-8604, Story County, Iowa or wherever Seller resides, as follows:

(a) **DOWN PAYMENT** of \$1.00 **RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED:** and (b) **BALANCE OF PURCHASE PRICE.** \$137,000.00, as follows: 8 equal annual payments of \$17,125.00 on or before November 1, 2020 and subsequent years, until the entire purchase price is paid in full.

2. **POSSESSION.** Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on November 1, 2019; and thereafter so long as they shall perform the obligations of this contract. If Buyers are taking subject to the rights of lessees and are entitled to rentals therefrom on and after date of possession, so indicate by 'yes' in the space following: Seller reserves cropping rights for the 2019 – 2027 cropping years, pursuant to a Conservation Reserve Program (CRP) contract (11297) as filed with the USDA Farm Service Agency for this property. For the purposes of this contract, Seller shall be considered the Farm Operator in order to receive CRP contract payments. This includes giving the Seller physical access to the property. Seller retains no additional rights or responsibilities except as set out elsewhere in this contract. This does not constitute an employee / employer relationship or independent contractor relationship between Seller and Buyer. Seller shall have no authority to enter additional contracts on subject property.

3. **TAXES.** Seller shall pay taxes prorated to contract signing date and any unpaid taxes thereon payable in prior years. Buyers shall pay any taxes not assumed by Seller and all subsequent taxes before same become delinquent. Whoever may be responsible for the payment of said taxes, and the special assessments, if any, each year, shall furnish to the other parties evidence of payment of such items not later than July 15 of each year. **Any proration of taxes shall be based upon the taxes for the year currently payable unless the parties state otherwise.**

4. **SPECIAL ASSESSMENTS.** Seller shall pay the special assessments against this property. Buyers, except as above stated, shall pay all subsequent special assessments and charges, before they become delinquent.

5. **MORTGAGE.** Seller cannot mortgage the property.

6. **INSURANCE.** Except as may be otherwise included in the last sentence of paragraph 1(b) above, Buyers as and from said date of possession, shall constantly keep in force insurance, premiums therefore to be prepaid by Buyers (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Seller may reasonably require on all buildings and improvements, now on or hereafter placed on said premises and any personal property which may be the subject of this contract, in companies to be reasonably approved by Seller in an amount not less than the full insurable value of such improvements and personal property or not less than the unpaid purchase price herein whichever amount is smaller with such insurance payable to Seller and Buyers as their interests may appear. Sellers interest shall be protected in accordance with a standard or union-type loss payable clause. **BUYERS SHALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH SELLER** for the further security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Seller to replace or repair the loss if the proceeds be adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations herein.

7. **CARE OF PROPERTY.** Buyers shall take good care of this property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. Seller shall not make any material alteration in said premises without the written consent of the Buyers. Neither Buyers nor Seller shall use or permit said premises to be used for any illegal purpose.

8. **LIENS.** No mechanics' lien shall be imposed upon or foreclosed against the real estate described herein.

9. **ADVANCEMENT BY SELLER.** If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Seller may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of

Seller, be added to the principal amount due hereunder and so secured. (For Buyers' rights to make advancements, see paragraph 5 above.)

10. JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN REAL ESTATE. If and only if, the Seller immediately preceding this sale, holds the title to the above described property in joint tenancy, and such joint tenancy has not later been destroyed by operation of law or by acts of the Seller, this sale shall not constitute such destruction and the proceeds of this contract, and any continuing and/or recaptured rights of Seller in said real estate, shall be and continue in Seller as joint tenants with rights of survivorship and not as tenants in common; and Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller (or Seller) and to accept deed solely from him or them consistent with paragraph 14 below unless and except this paragraph is stricken from this agreement.

11. SELLER. Spouse, if not titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of relinquishing all rights of dower, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; and the use of the word "Seller" in the printed portion of the contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

12. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. Failure to promptly assert rights of Seller herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

13. EXCEPTIONS TO WARRANTIES OF TITLE. The warranties of title in any Deed made pursuant to this contract (See paragraph 14) shall be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Easements of record, if any; (d) As limited by paragraphs 1, 2, 3 and 4 of this contract; (e) Seller shall give Special Warranty as to the period after equitable title passes to Buyers; (f) Spouse if not titleholder, need not join in any warranties of the deed unless otherwise stipulated:

14. DEED AND ABSTRACT, BILL OF SALE. If all said sums of money and interest are paid to Seller during the life of this contract, and all other agreements for performance by Buyers have been complied with, Seller will execute and deliver to Buyers a Warranty Deed conveying said premises in fee simple pursuant to and in conformity with this contract and Seller will at this time deliver to Buyers an abstract showing merchantable title, in conformity with this contract. Such abstract shall begin with the government patent (unless pursuant to the Iowa State Bar Association title standards there is a lesser requirement as to period of abstracting) to said premises and shall show title thereto in Seller as of the date of this contract; or as of such earlier date if and as designated in the next sentence. Seller shall also pay the cost of any abstracting due to any act or change in the personal affairs of Seller resulting in a change of title by operation of

law or otherwise. Seller shall at once execute this contract and deliver the same with abstract of title for examination and approval to Buyer's attorney whereupon said documents, together with duly executed deed, and escrow agreement shall be forwarded to Justin Deppe, Attorney at Law, of Jewell, Iowa to be held in escrow by them until Buyers have performed this agreement. Upon completion of said performance Seller, their assigns or representatives, shall advise said Escrow Agents to deliver the deed and abstract to Buyers.

Buyers agree to pay escrow agent a fee of \$125.00 for acting as escrow agent.

15. APPROVAL OF ABSTRACT. Buyers have examined the abstract of title to this property and such abstract is accepted.

16. FORFEITURE. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Seller, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Seller as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

17. FORECLOSURE AND REDEMPTION. If Buyers fail to timely perform this contract, Seller, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Seller, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings: all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Seller in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successor in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

18. ATTORNEY'S FEES. In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or title herein of Seller, or in any other case permitted by law in which attorney's fees may be collected from Buyers, or imposed upon them, or upon the above described property, Buyers agree to pay reasonable attorney's fees.

19. INTEREST ON DELINQUENT AMOUNTS. Either party will pay interest at the highest legal contract rate applicable to a natural person to the other on all amounts herein as and after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.

20. ASSIGNMENT. In case of the assignment of this contract by either of the parties, prompt notice shall be given to the other parties, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this contract.

21. CONSTRUCTION. Words and phrases herein, including acknowledgments hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. See paragraph 11 above, for construction of the word "Seller."

22. RELEASE OF RIGHTS. Each of the Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

23. CERTIFICATION. Buyers and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National

acknowledged that they executed the same as their voluntary act and deed.

Notary Public

INDIVIDUAL NOTARY

STATE OF IOWA, COUNTY OF STORY

On this 29th day of October, 2019, before me, the undersigned, as a Notary Public in and for said county, in said State, personally appeared Linda Murken, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Michelle L. Bellile

Notary Public

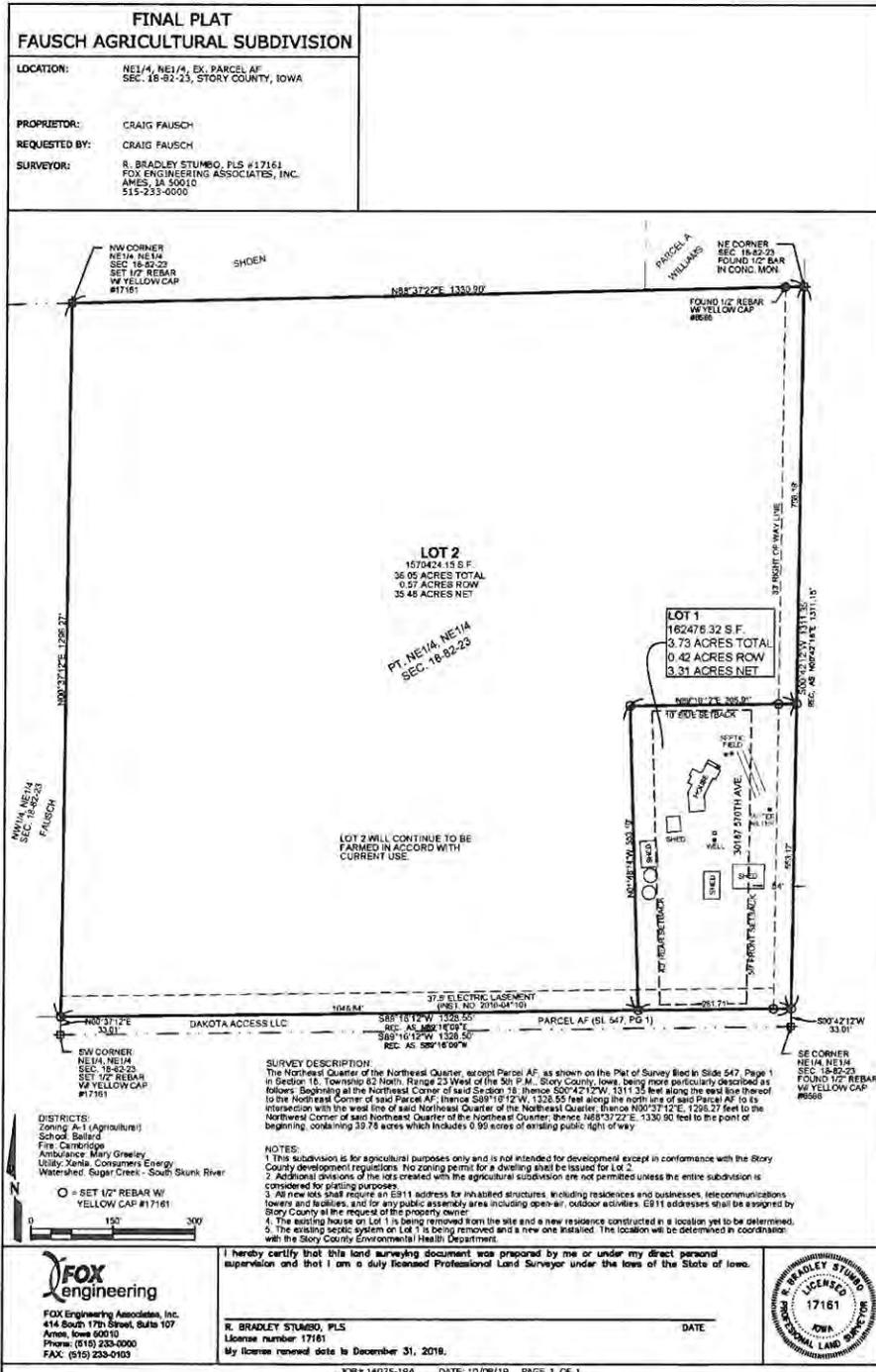


ATTACHMENT A

SURVEY DESCRIPTION:

The Northeast Quarter of the Northeast Quarter, except Parcel AF, as shown on the Plat of Survey filed in Slide 547, Page 1, in Section 18, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the Northeast Corner of said Section 18; thence $S00^{\circ}42'12''W$, 1311.35 feet along the east line thereof to the Northeast Corner of said Parcel AF; thence $S89^{\circ}16'12''W$, 1328.55 feet along the north line of said Parcel AF to its intersection with the west line of said Northeast Quarter of the Northeast Quarter; thence $N00^{\circ}37'12''E$, 1296.27 feet to the Northwest Corner of said Northeast Quarter of the Northeast Quarter; thence $N88^{\circ}37'22''E$, 1330.90 feet to the point of beginning, containing 39.78 acres which includes 0.99 acres of existing public right of way

ATTACHMENT B



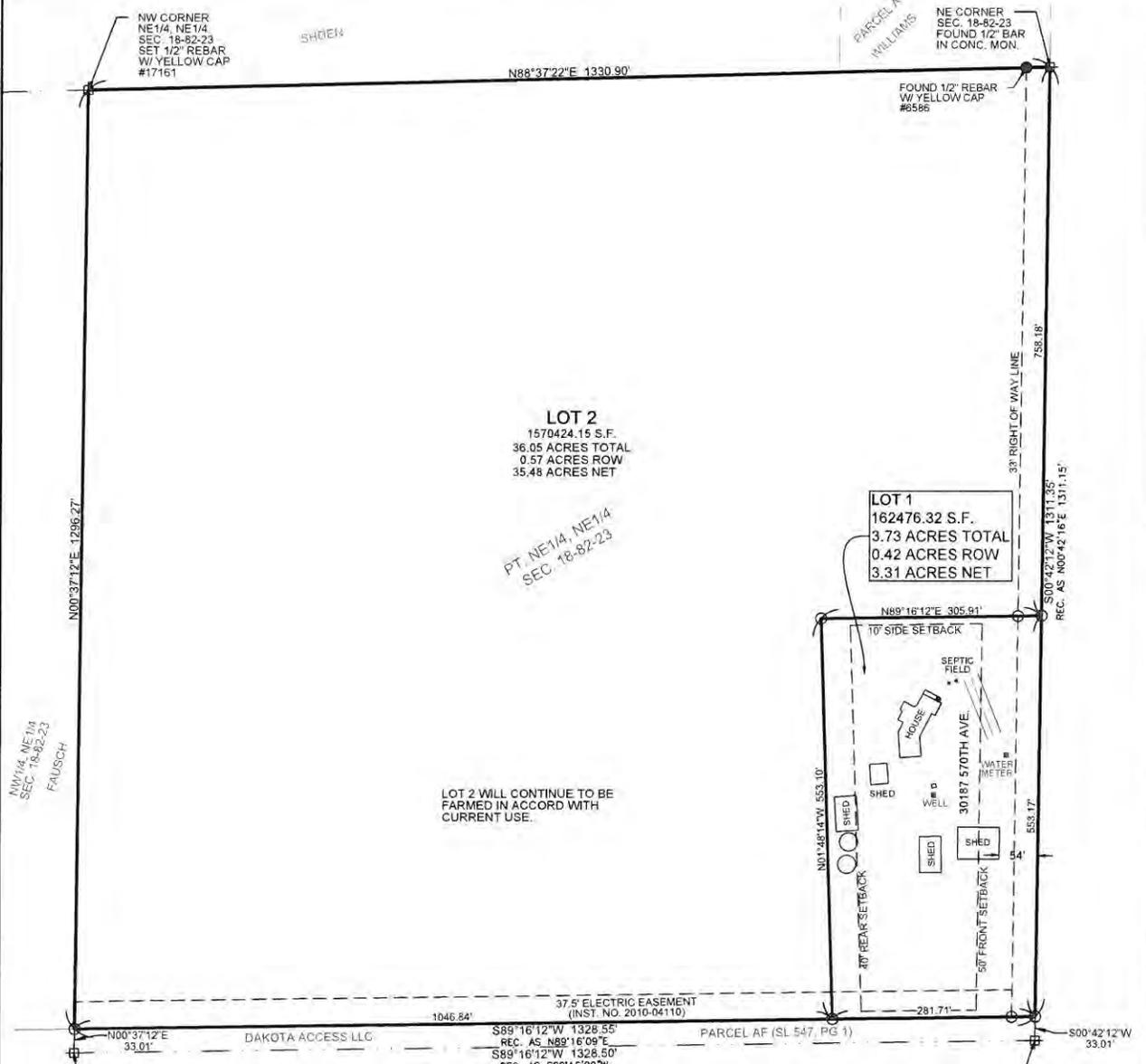
**FINAL PLAT
FAUSCH AGRICULTURAL SUBDIVISION**

LOCATION: NE1/4, NE1/4, EX. PARCEL AF
SEC. 18-82-23, STORY COUNTY, IOWA

PROPRIETOR: CRAIG FAUSCH

REQUESTED BY: CRAIG FAUSCH

SURVEYOR: R. BRADLEY STUMBO, PLS #17161
FOX ENGINEERING ASSOCIATES, INC.
AMES, IA 50010
515-233-0000



LOT 2
1570424.15 S.F.
36.05 ACRES TOTAL
0.57 ACRES ROW
35.48 ACRES NET

LOT 1
162476.32 S.F.
3.73 ACRES TOTAL
0.42 ACRES ROW
3.31 ACRES NET

LOT 2 WILL CONTINUE TO BE
FARMED IN ACCORD WITH
CURRENT USE.

SURVEY DESCRIPTION.

The Northeast Quarter of the Northeast Quarter, except Parcel AF, as shown on the Plat of Survey filed in Slide 547, Page 1, in Section 18, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the Northeast Corner of said Section 18; thence S00°42'12"W, 1311.35 feet along the east line thereof to the Northeast Corner of said Parcel AF; thence S89°16'12"W, 1328.55 feet along the north line of said Parcel AF to its intersection with the west line of said Northeast Quarter of the Northeast Quarter; thence N00°37'12"E, 1296.27 feet to the Northwest Corner of said Northeast Quarter of the Northeast Quarter; thence N88°37'22"E, 1330.90 feet to the point of beginning, containing 39.78 acres which includes 0.99 acres of existing public right of way

NOTES:

1. This subdivision is for agricultural purposes only and is not intended for development except in conformance with the Story County development regulations. No zoning permit for a dwelling shall be issued for Lot 2.
2. Additional divisions of the lots created with the agricultural subdivision are not permitted unless the entire subdivision is considered for platting purposes.
3. All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.
4. The existing house on Lot 1 is being removed from the site and a new residence constructed in a location yet to be determined.
5. The existing septic system on Lot 1 is being removed and a new one installed. The location will be determined in coordination with the Story County Environmental Health Department.

DISTRICTS:
Zoning: A-1 (Agricultural)
School: Ballard
Fire: Cambridge
Ambulance: Mary Greeley
Utility: Xenia, Consumers Energy
Watershed: Sugar Creek - South Skunk River

○ = SET 1/2" REBAR W/
YELLOW CAP #17161

I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.



FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

R. BRADLEY STUMBO, PLS
License number 17161
My license renewal date is December 31, 2019.

DATE



Staff Report

Board of Supervisors

Date of Meeting:
October 29, 2019

Case Number SUB11-19

Fausch Agricultural Subdivision
Resolution No. 20-33

APPLICANT/PROPERTY OWNER:

Craig Fausch
30154 570th Avenue
Cambridge, Iowa, 50046

STAFF PROJECT MANAGER:

Amelia Schoeneman, Planner

SUMMARY:

An Agricultural Subdivision request for Parcel #14-18-200-205 to create two lots: proposed Lot 1, a 3.31-net acre lot in the southeast corner of the property, which will contain the farm buildings and dwelling located at 30187 570th Avenue, and proposed Lot 2, a 36.05-net acre lot in row crop production. Lot 2 will remain in agricultural production. The purpose of the subdivision is to divide the dwelling from the farm ground for the property owner's son, who will reside in the dwelling and assist with the agricultural operation. The applicant indicates the son will take over the agricultural operation when the property owner retires. Planning and Development staff recommend approval of the proposed Agricultural Subdivision Plat.





Property Owner

Craig Fausch

Parcel Identification Number(s)

14-18-200-205

Size of Area

38.79 net-acres

Location of Subdivision

Union Township (Section 18, Township 82, Range 23)

Districts

A-1 Agricultural District
Mary Greeley Ambulance and Cambridge Fire Department
Ballard Community School District
Consumers Energy and Xenia Rural Water
Sugar Creek—South Skunk River Watershed

Subject Property and Proposed Subdivision

The subject property is a 38.79 net-acre parcel in row crop production and contains a farmstead, several agricultural buildings, and grain bins. The property has frontage on 570th Avenue to the east and previously also had frontage on 303rd Lane to the South. The County vacated 303rd Lane in 2016. The portion of 303rd Lane's right-of-way on the subject property was then divided from the subject property and sold to Dakota Access, LLC, to serve as the drive to their pump station, which is located to the southwest of the subject property. Any further divisions of the parcel require a subdivision.

The purpose of the subdivision is to divide the dwelling from the farm ground for the property owner's son, who will reside in the dwelling. The son assists with the agricultural operation, specifically with the livestock, and will take over the operation when the property owner retires. Proposed Lot 1, a 3.31-net acre lot in the southeast corner of the property, will contain the farm buildings and dwelling located at 30187 570th Avenue. The dwelling was moved from another location and placed on the property in the summer of 2019. It replaced the original farm dwelling, which was constructed in 1914 and was demolished prior to the installation of the new dwelling. The requirements for an agricultural subdivision include that the lots created are for agricultural purposes and that it does not create new development lots. Lot 1 also includes the agricultural buildings for the livestock, grain, and storage of farm equipment. As a farmstead exists on the property, these requirements are met. Proposed Lot 2, a 36.05-net acre lot, will remain in row crop production. Notes on the plat indicate that Lot 2 will continue to be farmed and that no zoning permit for a dwelling on the lot may be issued. The use of proposed Lot 2 also meets the requirements of an agricultural subdivision.



The existing access on proposed Lot 2 will also serve Lot 1. Section 88.04 on access and access easement requirements apply only to development lots—the lots created through an Agricultural Subdivision are not considered development lots (see Section 87.06). Planning and Development staff have communicated with the property owner that an access easement for the shared access is encouraged.

The property is designated as Agricultural Conservation Areas in the Capstone (C2C) Comprehensive Plan Future Land Use Map. Agricultural Conservation Areas “encompass large areas of highly valuable farmland, with farming and agricultural production as the primary activity.” Principles for the designation include encouraging high-value agriculture lands to remain in production. No land will be taken out of row crop production as part of the subdivision and the subdivision will allow the property owner’s son to live in the farm dwelling. The son assists on the farm and plans take over the farm operation in the future.

Surrounding Land Use

The property is located approximately .75 miles north of Cambridge and one mile north of Huxley. Adjacent properties include:

North

Adjacent to northwest, north, and northeast are three parcels, 25, 35.4, and 39 net-acres in size, and in agricultural production. The 35.4 net-acre parcel contains a dwelling. A 2.6 net-acre parcel adjacent to the north also contains a dwelling.

East

Adjacent to the east is a 15.5 net-acre parcel in agricultural production and a 21.5 net-acre parcel with a dwelling owned/occupied by the property owner.

South

Adjacent to the south and southeast are two parcels, 38 and 39 net-acres in size, and in agricultural production. Also adjacent to the southwest is a 35.91 net-acre parcel owned by Dakota Access, LLC, which contains their pump station.

West

One 34 net-acre parcel in agricultural production is adjacent to the west and owned by the property owner. This parcel is also adjacent to Interstate 35 on its west side.

There are thirty-one parcels located within a half-mile of the property. Eight contain single-family dwellings. Fourteen of the parcels within half a mile of the property meet or exceed the minimum 35-acre requirement to construct a single-family dwelling in the A-1 Agricultural Zoning District.



Applicable Regulations – Story County Land Development Regulations

87.07 AGRICULTURAL SUBDIVISION PLAT

1. A subdivision may be submitted for review and approval as an agricultural subdivision plat when all of the following are true:
 - a. The lots created by the subdivision are intended to be used for agricultural purposes;
 - b. The subdivision contains no new development lots;
 - c. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use; and
 - d. The subdivision lies wholly within the A-1 or A-2 Districts. (Ordinance No. 184)
 - e. No Residential or Minor subdivisions have been approved for the tract(s) being divided after December 31, 2003. (Ordinance No. 160)

Commentary

The following comments are part of the official record of the proposed Agricultural Subdivision Plat – **Fausch Agricultural Subdivision, Case No. SUB11-19**. If necessary, conditions of approval may be formulated based on these comments.

Comments from the Interagency Review Team

The application materials were forwarded to the members of the Interagency Review Team on October 2, 2019, and the following applicable comments were received.

Story County Engineer

1. No Comments.

Story County Auditor

1. No Comments.

Story County Assessor

1. No Comments.

Story County Environmental Health

1. Septic permit #3681 was installed in May, 2019 for a three bedroom house. There is one active well on this this parcel. If the subdivision occurs, the well and septic system will be contained within lot 1 boundary lines. Environmental Health has no concerns with the proposed ag subdivision.

Story County Planning & Development Department

1. Story County Land Development Regulations: Land Division Requirements, Section 87.06 (1), Subsection A, states that the lots created through an agricultural subdivision must be used for agricultural purposes.



- a. Planning and Development staff understand that the existing dwelling was demolished and a permit has been issued to move a new dwelling onto Proposed Lot 1 for your son. Please describe his role in the agricultural operations and how the division of the property and new dwelling relates to that role.
 - b. Please also describe how the other structures and Lot 2 will be used for agricultural purposes.
2. Please note that the shed that encroaches on the front setback. However, it is considered a legal nonconforming use as it was constructed prior to Story County's adoption of zoning. Any additions to the shed could not further encroach on the setback and if the shed were destroyed past 60% of its value, it would be required to be rebuilt in conformance with the required setback unless the structure is permitted through an agricultural exemption.
 3. How will Lot 2 be accessed? If Lot 2 is accessed via the access on Lot 1, an access easement is recommended.

Comments from the General Public

Notification letters were mailed to surrounding property owners within a ¼ mile of the subject property regarding the public meeting on the subdivision request on October 22, 2019.

No comments were received as of the writing of this report.

Comments from Cities within Two Miles

The cities of Cambridge and Huxley are located within two miles of the proposed subdivision. The City of Cambridge waived their right to review the subdivision on October 7, 2019. The City of Huxley approved the subdivision on October 22, 2019.

Analysis

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

1. The proposed subdivision will not change the use of the subject property. The land and buildings will continue to be used for agricultural purposes and no land will be taken out of row crop production as part of the subdivision.
2. The purpose of the subdivision is for the property owner's son to live in the farm dwelling, assist with the farm including raising livestock, and take over the farm operation in the future.
3. The subdivision meets all requirements and standards for an Agricultural Subdivision. Lot 1 includes the agricultural buildings for the livestock, grain, and other storage of farm equipment and the existing dwelling. Proposed Lot 2, a 36.05-net acre lot, will remain in row crop production. A note on the plat indicates that it will continue to be farmed and that no zoning permit for a dwelling may be issued for Lot 2.



4. Additional divisions of the lots created with the agricultural subdivision are not permitted unless the entire subdivision is considered for platting purposes.
5. The existing access on proposed Lot 1 will also serve Lot 2. Section 88.04 on access and access easement requirements apply only to development lots—the lots created through an Agricultural Subdivision are not considered development lots (see Section 87.06). Planning and Development staff have communicated with the property owner that an access easement for the shared access is encouraged.

Alternatives

Story County Planning & Development Staff recommend the Board of Supervisors approve the Fausch Agricultural Subdivision, as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #20-33, the Agricultural Subdivision Plat – Fausch Agricultural Subdivision, as put forth in SUB11-19.**
2. The Story County Board of Supervisors approves Resolution #20-33, the Agricultural Subdivision Plat – Fausch Agricultural Subdivision, as put forth in SUB11-19, with conditions.
3. The Story County Board of Supervisors denies Resolution #20-33, the Agricultural Subdivision Plat – Fausch Agricultural Subdivision, as put forth in SUB11-19.
4. The Story County Board of Supervisors tables the decision on Resolution #20-33, the Agricultural Subdivision Plat – Fausch Agricultural Subdivision, as put forth in SUB011-19 and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on the Board of Supervisor’s agenda.

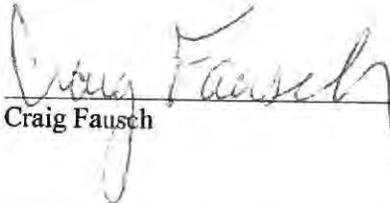
Prepared by: Michael L. Lewis, Lewis Law Firm, P.C., 212 Water Street, P.O. Box 289, Cambridge, IA 50046;
Phone No. 515-220-4400; Fax: 515-220-4402; Email: mike@lewislawfirm.us

CONSENT AND DEDICATION

KNOW ALL PERSONS BY THIS INSTRUMENT:

That Craig Fausch, a single person, does hereby covenant that he is the lawful owner of real estate described as shown on the attached Exhibit A.

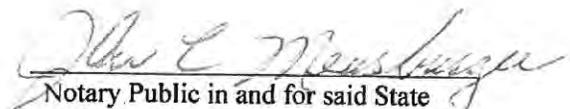
He hereby certifies, acknowledges and declares that the platting of this real estate to be known as Fausch Agricultural Subdivision, Story County, Iowa, is with his free consent and in accordance with his desires as proprietor.



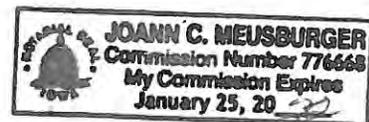
Craig Fausch

STATE OF IOWA, STORY COUNTY,

On this 6 day of September, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Craig Fausch, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Notary Public in and for said State



Prepared by: Michael L. Lewis, Lewis Law Firm, P.C., 212 Water Street, P.O. Box 289, Cambridge, IA 50046;
Phone No. 515-220-4400; Fax: 515-220-4402; Email: mike@lewislawfirm.us

CONSENT AND DEDICATION

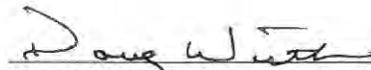
KNOW ALL PERSONS BY THIS INSTRUMENT:

That, the undersigned, an officer of Farm Credit Services of America, FLCA, authorized to take the acknowledgement of deeds, does hereby covenant that Farm Credit Services of American, FLCA, is the mortgagee and mortgage holder of the following mortgages encumbering the premises platted as Fausch Agricultural Subdivision:

Instrument No. 05-13554 filed in Story County, Iowa;
Instrument No. 06-10587 filed in Story County, Iowa;
Instrument No. 13-04249 filed in Story County, Iowa;
Instrument No. 03-23580 filed in Story County, Iowa;

The Plat for Fausch Agricultural Subdivision is prepared with the free consent and signed and acknowledged before the undersigned, an officer authorized to take the acknowledgement of deeds.

He hereby certifies, acknowledges and declares that the platting of this real estate to be known as Fausch Agricultural Subdivision, Story County, Iowa, is with his, and that of Farm Credit Services of America FLCA free consent and in accordance with the mortgage's desires.


Doug Wirth, Assistant Corporate Secretary, FCSA

STATE OF IOWA, STORY COUNTY,

On this 20th day of September, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Doug Wirth, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Chelsey Kaster

Notary Public in and for said State

Prepared by: Michael L. Lewis, Lewis Law Firm, P.C., 212 Water Street, P.O. Box 289, Cambridge, IA 50046;
Phone No. 515-220-4400; Fax: 515-220-4402; Email: mike@lewislawfirm.us

CONSENT AND DEDICATION

KNOW ALL PERSONS BY THIS INSTRUMENT:

That, the undersigned, an officer of Availa Bank, authorized to take the acknowledgement of deeds, does hereby covenant that Availa Bank, is the mortgagee and mortgage holder of the following mortgages encumbering the premises platted as Fausch Agricultural Subdivision:

Instrument No. 05-13554, Mortgage filed in Story County, Iowa on May 10, 2019 with Craig Fausch as mortgagor;
Instrument No. 19-06734 a Mortgage Modification filed in Story County, Iowa with Craig Fausch as Mortgagor filed on August 1, 2019;

The Plat for Fausch Agricultural Subdivision is prepared with the free consent and signed and acknowledged before the undersigned, an officer authorized to take the acknowledgement of deeds.

Availa Bank hereby certifies, acknowledges and declares that the platting of this real estate to be known as Fausch Agricultural Subdivision, Story County, Iowa, is with its free consent and in accordance with the mortgagee's desires.

Availa Bank

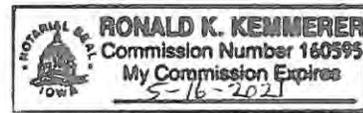
By: Shelli Eatwell, V.P.

STATE OF IOWA, STORY COUNTY,

On this 29 day of September, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Shelli Egtwell, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Notary Public in and for said State



Prepared by: Michael L. Lewis P.O. Box 289 Cambridge, IA 50046 Phone No. 515-220-4400

ATTORNEY'S OPINION

I, Michael L. Lewis, hereby state that I am an Attorney at Law, duly admitted to the practice of law in the State of Iowa, with offices at 212 Water Street, Cambridge, Iowa 50046. I further state that I have examined the Abstract of Title to the following described real estate:

The Northeast Quarter of the Northeast Quarter, except Parcel AF, as shown on the Plat of Survey filed in Slide 547, Page 1, in Section 18, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the Northeast Corner of said Section 18; thence S00°42'12"W, 1311.35 feet along the east line thereof to the Northeast Corner of said Parcel AF; thence S89°16'12"W, 1328.55 feet along the north line of said Parcel AF to its intersection with the west line of said Northeast Quarter of the Northeast Quarter; thence N00°37'12"E, 1296.27 feet to the Northwest Corner of said Northeast Quarter of the Northeast Quarter; thence N88°37'22"E, 1330.90 feet to the point of beginning, containing 39.78 acres which includes 0.99 acres of existing public right of way.

from the date of the root of title thereof, down to and including the 5th day of

August, 2019, at 8:00am, last certified by Abstract & Title Services of Story County. The real estate has been subdivided and is now known as Fausch Agricultural Subdivision, Story County, Iowa.

Based upon information within the Abstract of Title, it is my opinion that title to said real estate is in CRAIG FAUSCH, and that said real estate is free from all encumbrances except those set forth in the Mortgage Consent to Subdivision. It is my opinion that the real estate is further subject to easements and restrictions of record and the Zoning and Land Use Ordinances of Story County, Iowa.

Dated this 30th day of September, 2019


Michael L. Lewis

Prepared by: Michael L. Lewis P.O. Box 289 Cambridge, IA 50046 Phone No. 515-220-4400

CERTIFICATE OF TREASURER
STORY COUNTY, IOWA

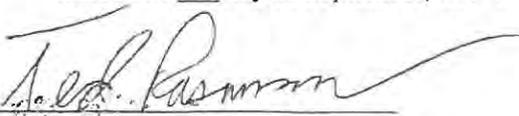
Re: Parcel No. 1418200205

I, Ted Rasmussen, Treasurer of Story County, Iowa, certify that the real estate to be known as Fausch Agricultural Subdivision, Story County, Iowa, and described as follows, to-wit:

The Northeast Quarter of the Northeast Quarter, except Parcel AF, as shown on the Plat of Survey filed in Slide 547, Page 1, in Section 18, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the Northeast Corner of said Section 18; thence S00°42'12"W, 1311.35 feet along the east line thereof to the Northeast Corner of said Parcel AF; thence S89°16'12"W, 1328.55 feet along the north line of said Parcel AF to its intersection with the west line of said Northeast Quarter of the Northeast Quarter; thence N00°37'12"E, 1296.27 feet to the Northwest Corner of said Northeast Quarter of the Northeast Quarter; thence N88°37'22"E, 1330.90 feet to the point of beginning, containing 39.78 acres which includes 0.99 acres of existing public right of way.

is free from taxes and special assessments as of this date.

Dated this 30th day of September, 2019.



Ted Rasmussen
Treasurer, Story County, Iowa

RESOLUTION NO. 19-18

WHEREAS, Craig Fausch is the owner of the property legally described as:

The Northeast Quarter of the Northeast Quarter, except Parcel AF, as
Shown on the Plat of Survey filed in Slide 547, Page 1, in Section 18,
Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa.

and

WHEREAS, the owner wishes to add Lots 1 and 2 as the Fausch Agricultural Subdivision
as shown in the attached plat of survey;

and

WHEREAS, Section 354.8 of the Code of Iowa provides that a local government may, by
resolution, waive its right of review.

NOW LET IT BE RESOLVED that the Cambridge City Council does hereby waive the
requirements and is in favor of the aforementioned described subdivision of the property
as shown and described on the attached plat of survey.

ADOPTED this 7th day of October, 2019.


Steven P. Kovarik, Mayor

ATTEST:


Debra L. Thompson, City Clerk

Prepared by John Haldeman, City Administrator, for the City of Huxley Council meeting to be held on the 22nd day of October, 2019.

RESOLUTION NO. 19-155

RESIDENTIAL PARCEL SUBDIVISION PLAT FOR FAUSCH AGRICULTURAL SUBDIVISION NORTHEAST OF THE CITY OF HUXLEY CORPORATED LIMITS ON 570TH STREET.

WHEREAS, an Agricultural Subdivision Plat for the property belonging to Craig Fausch;
and

WHEREAS, this Final Plat lies within the 2-mile perimeter of the city of Huxley therefore it must be approved by the City before it can be finalized with Story County; and

WHEREAS, this final plat was received by the City on October 2, 2019 for its review; and

WHEREAS, this review request came to Huxley's Zoning Administrator who reviewed the plat as well as staff and it is now being referred to the City Council with a favorable recommendation, subject to;

At such time as the property is developed further for residential purposes (infrastructure and platting), said property and development be required to meet all subdivision requirements of the City of Huxley.

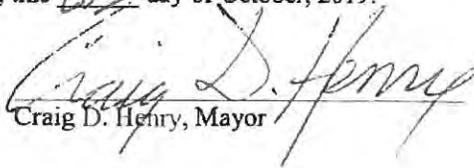
BE IT RESOLVED, THEREFORE, that the Final Plat for the Fausch Agricultural Subdivision, submitted to the Huxley City Council and is approved subject to the conditions above and as illustrated in attached.

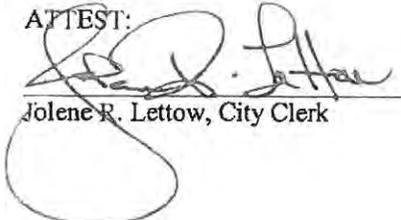
PASSED, ADOPTED AND APPROVED this 22nd day of October, 2019.

Roll Call	Aye	Nay	Absent
David Jensen	X	—	—
David Kuhn	X	—	—
Greg Mulder	X	—	—
Rick Peterson	X	—	—
Tracey Roberts	X	—	—

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 19-155** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 22nd day of October, 2019.


Craig D. Henry, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

July 2014

No Action

**IOWA DEPARTMENT OF TRANSPORTATION
Predesign Agreement
For Primary Road Project**

County	Story
Project No.	NHSX-030-5(258)-3H-85 NHSX-030-5(260)-3H-85
Iowa DOT Agreement No.	2020-P-019
Staff Action No.	

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Story County, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 30 within Story County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Construction of a new interchange on U.S. 30 at 580th Avenue, closure of adjacent side road connections and entrances from I-35 to west of 590th Avenue, and reconstruction of county side roads and new construction of county frontage roads.

- b. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:
- 580th Avenue will be realigned from approximately 3400 feet south of U.S. 30 to approximately 3500 feet north of U.S. 30. A 24-foot wide paved roadway with 10-foot granular shoulders will be constructed. The old 580th Avenue roadbed south of U.S. 30 will be obliterated. The old 580th Avenue roadbed north of U.S. 30 will be obliterated at the U.S. 30 intersection up to the first entrance and from 1995 feet north to 3500 feet north of U.S. 30. The old roadbed north of U.S. 30 left in place will be used as frontage roads for multiple entrances.
 - 590th Avenue will be reconstructed a distance of 430 feet starting 890 feet north of US 30. A 24-foot wide paved roadway with 8-foot granular shoulder will be constructed.
 - 241st Street will be reconstructed a distance of 5240 feet running parallel south of U.S. 30 and proposed Ramp B. A 24-foot wide paved roadway with 8-foot granular shoulders will be constructed.
 - Sand Hill Trail will be reconstructed a distance of 90 feet south of 241st Street. A 32-foot wide roadway with 26-foot wide granular surfacing will be reconstructed.
 - Frontage Road will be constructed a distance of 9880 feet running east to west connecting the road to Cornerstone Church east to 590th Avenue just north of Vetter Equipment Company. A

July 2014

24-foot wide paved roadway with 8-foot granular shoulders will be constructed. The roadway will widen out to 36 feet wide for a 400-foot left turn bay on the west leg of the Frontage Road and 580th Avenue intersection for the east to north turning movement.

- c. A future Preconstruction Agreement will be negotiated between the DOT and LPA to further define project responsibilities, costs, and payment schedules for work to be completed during the construction phase of the project.

2. Traffic Control

- a. U.S. 30 through-traffic will be maintained during the construction.
- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).
- d. If this project causes the permanent closure of LPA road connections or the obliteration or subsequent vacation of LPA roads, the LPA in accordance with Iowa Code sections 306.10 through 306.17 will hold a public hearing for the permanent closure(s). The hearing proceedings will be conducted by the LPA who will also be responsible for payment of claims for any and all damages (if any) resulting from the road closure, all at no expense or obligation to the DOT. The DOT will furnish and install the required road closure barricades at project cost. Upon completion of construction, the LPA agrees to accept ownership of said barricades along with responsibility for future maintenance operations associated therewith all at no additional expense or obligation to the DOT.

3. Right of Way and Permits

- a. In connection with this project any real estate and rights to real estate necessary for right of way at the connection of any public road and a primary highway project, any access road or frontage road, or any permanent utility easements which are or which will be under the jurisdiction of the LPA may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract the LPA will receive title from the contract seller and the LPA will accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding will be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA and to acquire real estate or rights in real estate needed by the DOT for the DOT.
- b. Access rights may be acquired by the DOT along all public road intersections within the project limits. Access rights, if acquired, will be in the name of the State of Iowa. The acquisition of access rights will be in accordance with 761 Iowa Administrative Code Chapter 112 and the DOT Access Management Policy. If access rights are required, the LPA shall not permit any third party to use the controlled portion of the side road without the prior written consent from the DOT. If the LPA feels that

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it is in the best interest of the parties involved to modify the access rights in any way, they may petition the DOT District 1 Engineer to do so.

4. Construction & Maintenance

- a. A future Preconstruction Agreement will be negotiated between the DOT and LPA to further define project responsibilities and cost sharing.
- b. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- c. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 2.110.

5. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

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IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2020-P-019 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF STORY COUNTY:

By: _____ Date _____, 20____.
Chairperson

ATTEST:

By: _____
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Scott A. Dockstader
District Engineer
District 1

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Purpose of this Guide

In May 2013, the Story County Board of Supervisors adopted the *Code of Ordinances of Story County, Iowa*, simply called the “Code of Ordinances” in this guide. The purpose of this guide is to provide assistance to departments and offices when drafting and processing amendments and modifications to the Code of Ordinances. The Code of Ordinances was revised in 2018. Following adoption in 2018, the Code of Ordinances is now "housed" online, on a site hosted and managed by Iowa Codification. It may be accessed at: [http://library.amlegal.com/nxt/gateway.dll/Iowa/storycounty_ia/codeofordinancesofstorycountyiowa?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:storycounty_ia](http://library.amlegal.com/nxt/gateway.dll/Iowa/storycounty_ia/codeofordinancesofstorycountyiowa?f=templates$fn=default.htm$3.0$vid=amlegal:storycounty_ia)

An ordinance (defined below) is the official mechanism used to change the Code of Ordinances. This guide outlines the applicable process and provides templates to use in drafting ordinances and legal notification requirements. Relevant sections of the Code of Ordinances are highlighted.

Sections from the Code of Ordinances of Story County, Iowa

The Code of Ordinances defines Ordinance as:

“...a County law of a general and permanent nature. An “ordinance” is a local law, a rule of conduct prospective in its operation, applying to persons and things of the County.

Chapter 1 – CODE OF ORDINANCES sets up the framework, authorities, and legal requirements and processes for adopting and updating the *Code of Ordinances of Story County, Iowa*. Please view the link above to find Chapter 1 in its entirety.

1.07 LEGISLATIVE CONSIDERATION. Legislation may be effectively introduced, filed, discussed, amended, changed, read, adopted or otherwise considered at any session of the Board of Supervisors subject to the limitations of Section 331.302 of the Code of Iowa. Publication and notice requirements must be in compliance with Sections 331.302, 331.305 and Chapter 21 of the Code of Iowa. Legislation may be considered for a reasonable length of time after filing provided there is reasonable continuity in the consideration. Irregular acts of the Board may be corrected at subsequent meetings prior to final passage. Actions may be reconsidered until the final vote on that action. Actions may be rescinded before the legislation becomes effective or at any time unless vested personal or property rights will be affected. Actions may be repealed or amended in accordance with Section 331.302 of the Code of Iowa. Legislative acts are prospective.

1.08 CERTIFYING, RECORDING AND FILING.

1. Motion. Action of the Board in the form of a motion will be recorded as required by Section 331.302 of the Code of Iowa, in summary form.
2. Resolution. Action of the Board in the form of a resolution will be certified, recorded and filed as required by Section 331.302 of the Code of Iowa. A preamble, prefatory statement or explanation of a resolution, if employed, shall not be a substantive part of a resolution, and may be omitted from entry in the “minute book” and from publication of the Board of Supervisors proceedings. Copies of adopted resolutions will be delivered to agencies, officers and other persons as required by law or as directed by the Board.

3. Ordinances and Amendments of Ordinances. Action of the Board in the form of an ordinance, amendment of an ordinance, Code of Ordinances or a supplement to the Code of Ordinances will be certified, recorded and filed in accordance with Section 331.302 of the Code of Iowa.

1.11 ORDINANCE ADOPTION PROCEDURE.

1. Application of Section. The procedures in this section shall be used by the Board of Supervisors of Story County, Iowa, for the adoption or amendment of all ordinances in the County.
2. Procedure for Consideration; Adoption and Publication.
 - A. A proposed ordinance shall be considered and receive a favorable vote for passage in accordance with Section 331.302(6) of the Code of Iowa.
 - B. The title of the proposed ordinance shall be published in accordance with Section 331.305 of the Code of Iowa, prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained.
 - C. A summary of the ordinance or the complete text of the ordinance, in accordance with Section 331.302(8) of the Code of Iowa, shall be published not more than 10 days following its final passage.
 - D. If, during consideration of an ordinance, a substantial change is made by amendment, the amended ordinance shall be made available at the office of the County Auditor, with the change indicated, no less than three work days following the date of the change.
3. Amendment. All ordinances which amend, repeal or in any manner affect this Code of Ordinances shall include proper reference to chapter, section, subsection, or paragraph to maintain an orderly codification of ordinances of the County, and shall set forth in full the chapter, section, subsection, or paragraph, as amended. Procedure for consideration and publication of amendments shall be as set forth in subsection 2 above for proposed ordinances.
4. Majority Requirement. Passage of an ordinance or of an amendment to an existing ordinance requires an affirmative vote of at least a simple majority of all Story County Supervisors. Each member's vote on an ordinance must be recorded in the Board's official minutes.
5. Effective Date. Ordinances or amendments adopted pursuant to the procedures stated herein and signed by the supervisors voting for adoption shall become effective upon publication, unless a subsequent effective date is provided by the ordinance or amendment.
6. Maintenance and Publication. The County Auditor shall cause all publications required by subsection 2 of this section to be published in at least one newspaper having general circulation in the County. Each ordinance or amendment concerning zoning or similar matters affecting land records and titles shall be recorded by the County Recorder. All adopted and amended ordinances shall be printed or otherwise reproduced for adequate distribution.

Process to Adopt an Ordinance

Below are the steps to follow when proposing the Board of Supervisors consider an Ordinance.

1. The Elected Office/Department responsible for the enforcement of the proposed policy (or amendment) drafts the Ordinance for review by the Story County Attorney's Office.
 - a. Proposed modifications are indicated on the draft language with ~~strikeouts~~ for language to be stricken and red/underline for that to be added.
 - b. The Ordinance is drafted and emailed to the County Attorney's Office in Word format.

NOTE: If the Ordinance is an entirely new Ordinance (i.e., a new Chapter to the Code of Ordinances), this process is followed, however, additional public outreach meetings may be necessary depending on the type of regulations.

2. If the Ordinance is one that may go before another board or commission for recommendation on to the Board of Supervisors (such as the Board of Health, County Conservation Board, or Planning and Zoning Commission), the Elected Office/Department responsible for the respective board or commission schedules review of the Ordinance with the board or commission

NOTE: The applicable process for placing such items on the agendas of those respective boards and commissions is followed.

3. [Following the recommendation in Step 2, if applicable], the Elected Office/Department requests the following items from the Clerk of the Board of Supervisors by emailing the Clerk and including wording for the proposed agenda item in the request:
 - a. Resolution Number to set the public hearing, and
 - b. Ordinance Number for the public hearing.
4. Following the information set forth in the *Guidelines and Instructions for the Agenda*, the individual responsible for adding items to CivicPlus and the agenda center within the Elected Office/Department places the request on Board of Supervisors' agenda. Appendix A contains the *Guidelines and Instructions for the Agenda*.

Word agenda requests as follows:

Resolution

Consideration of Resolution No. # _____ setting a public hearing for (Insert Date), for first consideration of Ordinance No. ____ amending Chapter – (Insert Chapter Title) of the Story County Code of Ordinances

Ordinance

First Consideration of Ordinance No. ____ amending Chapter – Insert Chapter Title of the Story County Code of Ordinances.

Second Consideration of Ordinance No. ____ amending Chapter – Insert Chapter Title of the Story County Code of Ordinances. (NOTE: the date for this is set at the first consideration.)

Third Consideration of Ordinance No. _____ amending Chapter – Insert Chapter Title of the Story County Code of Ordinances. (NOTE: the date for this is set at the second consideration.)

5. Once the public hearing date has been set through action by the Board of Supervisors' consideration at a regularly-scheduled Board meeting, publish the legal notice for public hearing. Chapter 1 of the *Code of Ordinances* requires that the title of the proposed ordinance shall be published in accordance with Section 331.305 of the *Code of Iowa*, as amended, prior to its first consideration by the Board. In addition, Chapter 1 requires that copies of the full text of the ordinance are available to the public at the time of publication at the office of the County Auditor. The published notice shall also specify where such copies may be obtained.
6. The legal notice has to be published in all three newspapers prior to the first consideration (public hearing) at least once, not less than four (4) nor more than twenty (20) days before the date of the hearing, and should include the tentative dates for 2nd and 3rd considerations. Appendix B contains a template legal notice.
7. Prior to the date the legal notice is published, a copy of the proposed Ordinance is put in the Auditor's Office for public review.
8. Board of Supervisors considerations are held. After the final consideration, the Clerk to the Board of Supervisors fills out the relevant motions and seals the document. The Clerk distributes the original Ordinance to the Elected Office/Department who then records the document.
9. After third and final (or whichever is considered final consideration, if considerations are waived), the Ordinance or a summary must be published in the official newspapers of Story County within 10 days. This notice is sent once the recorded document is returned to the Elected Office/Department. The Elected Office/Department that drafted the Ordinance is responsible for sending the Ordinance or summary to the papers for official publication.
10. The recorded document is returned to the Auditor's Office.
11. The Supplemental Record in the Code of Ordinances is amended and applicable materials distributed to Iowa Codification.

NOTE: The Elected Office/Department from whom the ordinance originated covers all publication costs.

Sample Documents

For reference, the following documents are provided and Elected Offices/Departments are encouraged to use when developing ordinances.

- Appendix A: Guidelines and Instructions for the Agenda
- Appendix B: Legal Notice for Resolution Setting Public Hearing
- Appendix C: Resolution Setting Public Hearing
- Appendix D: Legal Notice for Public Hearing Considering Ordinance
- Appendix E: Ordinance Template
- Appendix F: Example Legal Notice for Publication of Adopted Ordinance
- Appendix G: Document Formatting Standards State of Iowa

Appendix A – Guidelines and Instructions for the Agenda

GUIDELINES AND INSTRUCTIONS FOR THE AGENDA

Who

Each departmental representative adds items to CivicPlus for the agenda (whomever did the training with CivicPlus). Each departmental representative needs a backup person for absences, vacations, etc. If you don't have rights, email the IT Help Desk to get access.

What

The Board of Supervisors' agenda is the mechanism used by the Board to determine what business shall be undertaken by the County. All decisions are made in the public meeting by all Board members. You may wish to brief your designated liaison prior to a meeting but all discussion and decision-making by Board members is made during the meeting.

Any of the following items need the Board's approval and must be placed on an agenda: price quotes, agreements, contracts, professional agreements, resolutions, ordinances, law enforcement services, applications (including grants), 28E agreements, Memoranda of Understanding (MOU), and/or any item requiring a Story County signature.

The Board will only sign contracts/agreements after it has been signed by the company/person responsible for the contract/agreement. *Please provide no fewer than two originals for signature.* You may email the Clerk/liaison/Board Chair for certain circumstances. All originals (or one copy of the original will stay with the BOS clerk).

Ordinances and Resolutions

Please email the Clerk to receive an Ordinance number or Resolution number, include the wording for your document in your request. When you attach your Ordinance or Resolution to your agenda item, be sure it includes the number.

When

For every meeting, the deadline is 3 pm on the Thursday prior (with documentation)
(any items missing the deadline will need the approval from the BOS Chair; notify the Clerk via email)

The Clerk will send out the Board of Supervisors' agenda on Fridays at 12 noon.

If changes are necessary, the Clerk can only amend the agenda before 10 am on the Monday prior to the meeting (excluding Utility Permits and Road Closures). Amendments will be considered on a case-by-case basis.

NOTE: any changes to the Board meeting schedule (e.g., holiday) will be announced via email

Where on the agenda

Consent Agenda—items that do not require presentation and discussion. NOTE: any item may be pulled by the Board and discussed separately.

Public Hearing—items requiring a public hearing, e.g., ordinances – requirements need met for publications with newspapers.

Additional Items—items to be discussed and considered by the Board, action required

Other Reports—an item that is informational only, no action required by the Board

Additional Considerations

If your agenda includes proprietary or copyrighted information, this type of documentation is submitted but not posted on the website. Be sure to note the presence of proprietary information in the description box and to submit a hard copy to the Auditor's Office.

If you are submitting an unbudgeted item for purchase, include (Unbudgeted) at the end of your item description.

Examples

Consent Agenda—Consideration of contract between Black Box and Information Technology for software maintenance, effective 1/1/12-1/1/13, for \$50.00

Public Hearing—Second Consideration of Ordinance No. 258, Amending Certain Boundaries of the Official Zoning Map of Story County - Jensen Rezoning Request – Emily Zandt

Additional Items—Discussion and Consideration of Employee Recognition Breakfast and Award Ceremony – Alissa Wignall and Noelle McLatchie

Other Reports—Update on proposal by the US Army Corps of Engineers to transfer land to Story County – Jessica Reynolds and Deb Schildroth

How

- 1) login to CivicPlus
- 2) go to Modules→Agenda Center→Board of Supervisors Agenda & Minutes (right side of the screen)
- 3) click on Add Item
under Name, type the wording for the item (see examples above)
each item shall include who, what, effective date/time period, monetary amount
- 4) click on Workflow – pick the 2nd Board of Supervisors (last one) Workflow
- 5) suggested meeting date; click on calendar and pick the Tuesday
- 6) skip start time
- 7) In Description, please add where you would like the item to be placed (the Clerk shall correct if necessary)
 - a) public hearing (make sure the rules for public hearing are followed)
 - b) additional items (the person should discuss item first and ask for approval)
 - c) consent agenda
 - d) other reports (an item that needs discussion only)NOTE: The Clerk will manage the following: monthly, quarterly, and annual reports; minutes; personnel action forms – please email or send documentation to clerk to add to the agenda by the Thursday at 3:00 pm deadline.
- 8) Department Submitted - type your department/office name
- 9) upload documents and check the PDF box (contact the Clerk is you need assistance)
Use a simple, understandable name. NO Symbols, Commas, Dashes, and or Periods.
Use letters or numbers only. Example: qtr rpt 16
- You could use underscores in the past, but we prefer that you don't, thank you.
- 10) spell check - right side of the screen
- 11) Save and Submit - right side of the screen
- 12) Save Changes – use if your item is not complete (additional information or documentation needed or as a placeholder for the Clerk). You can return to your item when complete, and Save and Submit.

Editing

If you save changes and then come back to add a document or make edits

- 1) follow the same menu trail and you will see your item
- 2) on the very right hand side of the item you can hover over the action tab and click on it and a menu will appear
- 3) click on Modify
- 4) make changes
- 5) save & submit

Any item submitted incorrectly can be declined by the clerk (an email notification will be sent to you stating such)

Appendix B - Legal Notice for Resolution Setting Public Hearing

[On Elected Office/Department Letterhead]

TO: Ames Daily Tribune Tri-County Times Nevada Journal
1133 6th Street
Ames, IA 50010

FROM: Insert Contact Name, Department

DATE: Insert Date

RE: Legal Notice Board of Supervisors - TO BE PUBLISHED ONE TIME ONLY ON
Insert Date of Publication.

LEGAL NOTICE

To whom it may concern:

NOTICE OF PUBLIC HEARING ON RESOLUTION NO.# insert resolution number SETTING A PUBLIC HEARING FOR insert date of first consideration, FOR FIRST CONSIDERATION OF ORDINANCE NO. insert number and title of Ordinance.

The Board of Supervisors of Story County, Iowa, will meet on the insert date of meeting at the Story County Administration Building, Nevada, Iowa, at 10 o'clock a.m., to consider Resolution No. insert resolution number setting a public hearing for insert date of meeting, for First Consideration of Ordinance No. insert number and title of Ordinance

At that time and place, oral or written objections may be filed or made to the proposed amendments.

Appendix C - Resolution Setting Public Hearing

All Resolutions are on legal-sized paper and must adhere to the *Document Formatting Standards State of Iowa* attached to this guide as Appendix G.

Return to:
Put in to
whom the
document
is returned.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by _____, Story County _____, *Insert address*
and **phone number** of document preparer.

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. # Insert Resolution Number**

**SETTING DATE AND TIME FOR PUBLIC HEARING FOR Insert Date of Hearing, FOR
FIRST CONSIDERATION OF ORDINANCE NO. Insert Number and Title of Ordinance.
OF THE STORY COUNTY CODE OF ORDINANCES.**

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa*, on May 21, 2013 and amended May 29, 2018;

AND WHEREAS, Section 1.11.2.A Ordinance Adoption Procedure of the *Story County Code of Ordinances* requires that a proposed ordinance must be considered and receive a favorable vote by a majority of the supervisors at two regular meetings of the Board;

AND WHEREAS, Section 1.11.2.B Ordinance Adoption Procedure of the *Story County Code of Ordinances* requires that the title of the proposed ordinance shall be published prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. Insert Number on the Insert Date of Hearing, at the Story County Administration Building, Nevada, Iowa, at 10 o'clock am and the Board of Supervisors directs the Insert Department Name to place copies of the full text of the ordinance with the Office of the County Auditor.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution upon its approval by the Board of Supervisors.

Dated this ____ day of _____, 20____.

Chairperson, Board of Supervisors

Attest:

County Auditor

ROLL CALL
FOR ALLOWANCE

Lauris Olson	Yea	Nay	Absent
Lisa Heddens	Yea	Nay	Absent
Linda Murken	Yea	Nay	Absent

ALLOWED BY VOTE

OF BOARD

Yea Nay Absent

Above tabulation made by _____

CHAIRPERSON

Appendix D - Legal Notice for Public Hearing Considering Ordinance

[On Elected Office/Department Letterhead]

TO: Ames Daily Tribune Tri-County Times Nevada Journal
1133 6th Street
Ames, IA 50010

FROM: Insert Contact Name, Department

DATE: Insert Date

RE: Legal Notice for Ordinance Number Insert Ordinance Number and Name of Ordinance - TO BE PUBLISHED ONE TIME ONLY ON Insert Date of Publication.

LEGAL NOTICE

To whom it may concern:

You are hereby notified that the Story County Board of Supervisors will hold a Public Hearing on «DATE OF MEETING», regarding the «PROPOSAL REQUEST». The meeting will begin at 10:00 am. and will be located in the Public Meeting Room on the 2nd Floor of the Administration Building, 900 6th Street, Nevada, Iowa 50201.

The title of the ordinance is:

Ordinance No. ___ Amending Chapter _____ – _____ of the Story County Code of Ordinances.

The ordinance may be viewed in the office of the County Auditor. Copies of the application materials are on file and may be inspected in the «*Insert Department Name*». If you are unable to attend the Public Hearing, written comments may be delivered to the «*Insert Department Name*» prior to the hearing.

Appendix E – Sample Ordinance Template

All Ordinances are on letter-sized paper and must adhere to the *Document Formatting Standards State of Iowa* attached to this guide in Appendix G.

Return to:
Put in to
whom the
document
is returned.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by _____, Story County _____, *Insert address*
and **phone number** of document preparer.

STORY COUNTY IOWA
ORDINANCE NUMBER
AN ORDINANCE INSERT ORDINANCE NAME OF THE STORY COUNTY CODE OF
ORDINANCES.

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

Section 1. Purpose. The purpose of this ordinance is to amend the *INSERT DESCRIPTION OF THE PROPOSED ORDINANCE*.

Section 2. Proposed Amendments. *INSERT THE PROPOSED AMENDMENTS*

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

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

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

Action upon FIRST Consideration:
DATE: INSERT DATE

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

Action upon SECOND Consideration:
DATE: INSERT DATE
Moved by:

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

Action upon THIRD Consideration:
DATE: INSERT DATE

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

ADOPTED THIS _____ day of _____, 20__.

Chairperson, Board of Supervisors

Attest:

County Auditor

ROLL CALL
FOR ALLOWANCE

<u>Lauris Olson</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
<u>Lisa Heddens</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
<u>Linda Murken</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>

ALLOWED BY VOTE
OF BOARD

Yea Nay Absent

Above tabulation made by _____

CHAIRPERSON

Appendix F – Example Notice for Publication of Adopted Ordinance

Option A: The notice for publication of an adopted ordinance may be done via email, attaching a scanned-in version of the recorded Ordinance. The following message may be used if the intention is to have the entirety of the Ordinance published:

Subject: Legal Notice

Please publish the attached ordinance at your earliest convenience in the Ames Tribune, Tri-County Times and Nevada Journal. The signatures are *Insert Name of Chair* Board of Supervisors Chair and *Insert Name of Auditor* Auditor. Thank you.

Option B: Chapter 1 also permits a summary of the Ordinance to be published. Below is a sample summary that shows how this may be accomplished.

TO: Ames Daily Tribune Tri-County Times Nevada Journal
1133 6th Street
Ames, IA 50010

FROM: Jerry L. Moore, Story County Planning and Development

DATE: March 2, 2017

RE: Legal Notice for Ordinance Number 253 - Agritourism Farm and Ordinance Number 248 Special Events (Story County Ordinance Amendment and new Ordinance) - TO BE PUBLISHED ONE TIME ONLY ON **Thursday, March 9, 2017.**

Example Language

To the Citizens of Story County:

THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA ADOPTED ORDINANCE 253 AGRITOURISM FARM AMENDING CHAPTER 85 GENERAL PROVISIONS AND DEFINITIONS, CHAPTER 88 TABLE 88-5 ADDING PARKING STANDARDS, AMENDING CHAPTER 89 HOME BUSINESS AND SIGNS, CHAPTER 90 CONDITIONAL USES ADDING SPECIFIC SUBMITTAL REQUIREMENTS, AND TABLE 90-1, TABLE OF CONDITIONAL USES INDICATING THERE ARE SPECIFIC SUBMITTAL REQUIREMENTS, ALL A PART OF THE STORY COUNTY LAND DEVELOPMENT REGULATIONS, AND CREATION OF A NEW SPECIAL EVENTS ORDINANCE 248 WITHIN THE PROPERTY AND LAND USE TITLE OF THE STORY COUNTY CODE OF ORDINANCES AND REPEALING THE REFERENCING OF TEMPORARY EVENTS IDENTIFIED IN TABLE 90-1 TABLE OF CONDITIONAL USES FROM CHAPTER 90 LAND DEVELOPMENT REGULATIONS, CONDITIONAL USES, REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND ESTABLISHING AN EFFECTIVE DATE.

BE IT HEREBY ORDAINED by the Board of Supervisors of Story County, Iowa;

Section 1: Chapter 85 General Provisions and Definitions, Chapter 88 Table 88-5 Parking

Standards, Chapter 89 Home Business and Signs, Chapter 90 Conditional Uses and Table 90-1 Table of Conditional Uses all in the Story County Land Development Regulations are amended in the manner authorized by the Code of Ordinances, Story County, Iowa.

Section 2: A new Chapter 83 Special Events is created within the Property and Land Use title of the Story County Code of Ordinances and the item referencing Temporary Events identified in Table 90-1, Table of Conditional Uses from Chapter 90 Land Development Regulations, Conditional Uses is repealed, in the manner authorized by the Code of Ordinances, Story County, Iowa.

Section 3: All other ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: These ordinances are in full force and effect from and after their adoption and publication as provided by law.

The following is a summary of Ordinance 253 Agritourism Farm:

Amends Chapter 85 General Provisions and Definitions clarifying the definition of Agritourism Farm focusing on primary agricultural and livestock production and adding key words, adds Agritourism Farm to the parking table 88-5 of Chapter 88 General Site Planning Standards and a maximum parking space requirement, amends Chapter 89 Homes Businesses and Signs by indicating Agritourism Farm uses the code and not the Home Business Permit Standards for Approval may submit a Conditional Use Permit application for review, adds specific submittal requirements to assist applicants in understanding and preparing an Agritourism Farm application submittal, and amends Table 90-1 Table of Conditional Uses Chapter 90 Conditional Uses to clarify that there are specific submittal requirements or supplemental standards for Agritourism Farm uses.

The following is a summary of Ordinance 248 Special Events.

Identifies the purpose of the ordinance regulating special events including but not limited to concerts, sporting events, bike, foot or vehicle racing, carnivals and public assemblies, identifying the Planning and Development Director as the designated agent to administer the ordinance, providing a definitions section including what a special event is, requiring permits, exempting certain activities, specifying application submittal requirements, identifying fee amount, the approval and issuance process, inspections, and violations and penalties. The ordinance also repeals Temporary Events identified in Table 90-1, Table of Conditional Uses from Chapter 90 Land Development Regulations, Conditional Uses.

These ordinances may be inspected in the office of Story County Planning and Development Department or the office of the Story County Auditor located in the Story County Administration Building, 900 6th Street, Nevada, IA, between 8AM and 5PM Monday-Friday. The effective date of Ordinance Number 253 will be Friday, March 10, 2017.

Appendix G - Document Formatting Standards State of Iowa

DOCUMENT FORMATTING STANDARDS STATE OF IOWA

In order to comply with national standards, Iowa has adopted Document Formatting Standards. **Effective July 1, 2009**, all documents presented for recording (except those listed below) **MUST** meet the requirements outlined in chapters 331.606A and 331.606B, Code of Iowa.

- ◆ All documents shall consist of one or more individual pages not permanently bound or in a continuous form. A page means a writing, printing, or drawing, other than a plat or survey or a drawing related to a plat or survey, occurring on one side only, and not larger than eight and one-half inches in width and fourteen inches in length. The document shall not have any attachment stapled or otherwise affixed to any page except as necessary to comply with statutory requirements. However, individual pages of a document may be stapled for presentation for recording. Labels that are firmly attached are acceptable.
- ◆ The first page of each document shall have a top margin of at least three (3) inches of vertical space from left to right which shall be reserved for the recorder's use. All other margins on the document shall be a minimum of three-fourths of one inch. Nonessential information such as page numbers or customer notations may be placed in a margin except the top margin.
- ◆ All preprinted text shall be at least eight point in size and no more than twenty characters and spaces per inch. All other text typed or computer generated, including but not limited to all names of parties to an agreement, shall be at least ten point in size and no more than sixteen characters and spaces per inch.
- ◆ Each document shall be of sufficient legibility to produce a clear reproduction.
- ◆ Each document shall be on white paper of not less than twenty-pound weight without watermarks or other visible inclusions.
- ◆ All signatures on a document shall be in black or dark blue ink and of sufficient color and clarity to ensure that the signatures are readable when the document is reproduced. All names shall be typed, printed, or stamped beneath the original signature.
- ◆ Embossed or inked stamps shall not cover or otherwise materially interfere with any part of the document.
- ◆ Each document that is presented for recording shall have the following information on the first page below the three-inch margin: a) the name, address, and telephone number of the ¹individual who prepared the document; b) the name of the taxpayer and a complete mailing address for any document or instrument of conveyance; c) a return address; d) the title of the document; e) all grantors' names; f) all grantees' names; g) any address required by statute; h) the legal description of the property and parcel identification number, if required. If insufficient space exists on the first page for all of the information previously described, the page reference of the document where the information is located shall be noted on the first page.
- ◆ Documents dated on or after July 1, 2007, may not include any personally identifiable information. Personally identifiable information is defined as an individual's Social Security number, bank account numbers, credit account numbers, or debit account numbers.

The following documents are exempt from document formatting requirements:

- ◆ A document that was signed before July 1, 2005.
- ◆ A military separation document.
- ◆ A document that executed outside of the United States.
- ◆ A certified copy of a document issued by a governmental agency, including a vital record.
- ◆ A document where one of the original parties is deceased or otherwise incapacitated.
- ◆ A document formatted to meet court requirements.
- ◆ A federal tax lien.
- ◆ A filing under the uniform commercial code, chapter 554.
- ◆ A plat or survey or a drawing related to a plat or survey.

On or after July 1, 2005, a document that does not conform to the document formatting standards **shall not be recorded except upon payment of an additional recording fee of ten dollars per document or instrument**. However, the non-standard fee may **not** be applied to 1) the legibility requirements; 2) the requirement to include the name of the taxpayer and a complete mailing address for any document or instrument of conveyance; and 3) the requirement that all documents have original signatures in black or dark blue ink and the names of the parties typed below their signatures.

¹ updated July 2009

Story County Animal Shelter Quarterly Report
Tuesday, October 29, 2019

1. Animal Numbers	July	August	September
Cats in:	37	34	24
Cats adopted:	30	40	12
Cats euthanized/died:	1	2	1
Dogs in:	13	8	17
Dogs adopted:	11	12	18
Dogs euthanized/died: (court ordered)		1	
Other in: Ducks/Geese/Parakeets/Guinea Pigs	2	8	0
Adopted:	0	8	0
Volunteer hours	65.3	142.4	287.53
Community Service hours			
*This could be court mandated, etc.			
After Hours animal control calls:	2	3	7
Current cat population:	193		
Current dog population:	12		
Rabbits:	1		
Ball Python:	1		
Guinea Pigs:	2		
Current total animals:	209		
Donations to the shelter from private donors and fundraisers	\$10,057.21	\$2,138.80	\$2,372.08
Total	\$14,568.09		

Shelter Open House on September 27th: We had well over 300 people, and as a result got some adoptions from the event also.

We gave out many donated prizes, and from all of the comments we have received it was enjoyed by all! Money well spent! :)

Volunteer activity as you can see has gone up significantly. We have a group of volunteers that are very dedicated.

We have had two pigs who have fallen off of trucks come in recently. One was about 6 pounds and running on I-35.

The other pig we just got in a weighs about 225-250 pounds and was running in and out of a cornfield on Hwy 65 North of Colo. Safely at the shelter now, thanks in part to two members of the Colo Fire Department! It took five of us, but we got her loaded.

Can't wait for our livestock shed next Spring!

The shelter has seen a lot of respiratory in our cat population beginning in August, as well as Ringworm, both very common in shelters this time of year, and we are on the healing side of it.

We are having an employee training with Erin Topp on November 5th. We will be learning new training methods for aggressive body language and aggression. It is required for everyone at the shelter.

On November 8th we will be at Petco for an Adoption event, and on December "pictures with Santa" at Petco on December 7th.