

The Board of Supervisors met on 12/3/19 at 10:00 a.m. in the Story County Administration Building. Members present: Lisa Heddens, Linda Murken, and Lauris Olson, with Murken presiding. (all audio of meetings available at storycountyowa.gov)

ADOPTION OF AGENDA: Olson asked to remove item #9 under Additional Items to the 12/10/19 so that numerous edits can be added. Olson moved, Heddens seconded adopting the Agenda with noted change. Motion carried unanimously (MCU) on a roll call vote.

CENTRAL IOWA RETIRED SENIOR VOLUNTEER PROGRAM (RSVP) ANNUAL REPORT – Kalen Peterson, Director, reported on funding, budget, grants, volunteers by type, educational services, and programs.

MINUTES: 11/26/19 Minutes – Heddens moved, Olson seconded approving the Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 12/3/19, in Facilities Management for Matthew Royer @ \$15.92/hr; effective 12/4/19, in Board of Supervisors for Brooke Fleming @ \$11.00/hr; b) re-hire, effective 12/10/19, in Attorney's Office for Deb Shipton @ \$15.00/hr. Olson moved, Heddens seconded approving the Personnel Actions as presented. Roll call vote. (MCU)

Heddens moved, Olson seconded approval of the Consent Agenda as presented. Olson thanked Conservation staff for their work on item #8.

1. Resolution #20-44, to abate taxes against a mobile home abandoned and removed without the Treasurer's knowledge pursuant to *Code of Iowa* §435.25
2. Renewal of service support between Story County and IP Pathways for SMARTnet, effective 7/1/20-7/4/21, for \$25,662.67
3. Contract between Windstream Communications and Story County for fiber maintenance, effective 11/13/19-11/12/20 for \$5,648.77
4. Agreement with Strauss Security Solutions for monitoring of the panic alarm system at Animal Control for \$395.40 a year, effective 11/25/19-11/24/22
5. Agreement with Strauss Security Solutions for monitoring of the panic alarm system at the Engineer's Office for \$395.40 a year, effective 11/25/19-11/24/22
6. Agreement with Strauss Security Solutions for monitoring of the panic alarm system at the Justice Center for \$395.40 a year, effective 11/25/19-11/24/22
7. Quarterly Report: Treasurer
8. Bird-Friendly County application submission

Roll call vote. (MCU)

THIRD CONSIDERATION OF ORDINANCE NO. 286, AN ORDINANCE AMENDING CHAPTER 80 - FLOODPLAIN MANAGEMENT PROGRAM OF THE CODE OF ORDINANCES, STORY COUNTY, IOWA, AS PROVIDED IN THE CODE OF ORDINANCES, STORY COUNTY, IOWA, REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND ESTABLISHING AN EFFECTIVE DATE OF 1/1/20 –

Leanne Harter, County Outreach and Special Projects Manager, reported receiving no additional comments from the public; she outlined next steps. Murken opened the public hearing at 10:13 a.m., and, hearing none, she closed the public hearing at 10:13 a.m. Olson moved, Heddens seconded the approval of the Third Consideration of Ordinance No. 286, an Ordinance Amending Chapter 80-Floodplain Management Program of the Code of Ordinances, Story County, Iowa, as Provided in the Code of Ordinances, Story County, Iowa, Repealing all Ordinances and Parts of Ordinances in Conflict Herewith and Establishing an effective date of 1/1/20. Roll call vote. (MCU)

IP FAX 36-MONTH SERVICE AGREEMENT WITH AUREON FOR DISPATCH IN NEVADA FOR \$25.00 A MONTH – Kyle Beste, Network Administrator, reported on the need for a fax line and the updated technology available. Heddens moved, Olson seconded the approval of the IP fax 36-month service agreement with Aureon for dispatch in Nevada for \$25.00 a month. Roll call vote. (MCU)

ACCESS IDENTIFICATION (ID) BADGES FOR STORY COUNTY CLERK OF COURT EMPLOYEES – Joby Brogden, Facilities Management Director, reported these are state employees working in a County building. The employees already have fob access; the move to the photo badge will provide increased security. Brogden reported on the relevant sections of the *Code of Iowa*, and how access to buildings is controlled. Olson moved the approval of the Access ID badges for Story County Clerk of Court employees, judges and staff with costs to be paid by the courts. Heddens seconded for discussion. Discussion took place about cost. Heddens asked Olson to amend the motion with Facilities Management covering the cost of \$240.00 within its existing budget. Olson concurred. Roll call vote on amended motion. (MCU)

RESOLUTION #20-43, 2M ESTATES, PLAT 2, RESIDENTIAL PARCEL SUBDIVISION – Amelia Schoeneman, County Planner, reported on property location, total acres, current land use, surrounding land use, applicable regulations, and inter-agency review comments, and options; she recommended approval. Heddens moved, Olson seconded the approval of the Resolution #20-43, 2M Estates, Plat 2, Residential Parcel Subdivision. Roll call vote. (MCU)

APPOINTMENTS TO BOARD OF ADJUSTMENT: WENDIE SCHNEIDER TO FILL AN UNEXPIRED TERM ENDING 12/31/23; AND KELLY WINFREY FOR THE TERM OF 1/1/20-12/31/25 – Olson moved, Heddens seconded the approval of the appointment to the Board of Adjustment of Wendie Schneider to fill an unexpired term ending 12/31/23 and Kelly Winfrey for a term ending 12/31/25. Roll call vote. (MCU)

WELLNESS PROGRAM OVERVIEW – Noelle McLatchie, Human Resources Generalist, reported goals, initiatives, activities, budget, and participation. Discussion took place.

WELLNESS POLICY (SUBJECT TO SEVEN-DAY REVIEW) – Noelle McLatchie, Human Resources Generalist, reported on the changes which include a fitness reimbursement. Fitness reimbursements are a taxable fringe benefit. If 20% of employees opted to use it, cost is estimated to be \$12,000 a year. Discussion took place. Lisa Markley, Assistant Auditor, reported on the budget process and funding streams. Murken stated she does not want to make this decision outside of the budget process. Further discussion took place. Olson moved, to review the wellness policy subject to seven-day review and look at comments and feedback and approve or not, Heddens seconded, for discussion. Heddens stated changing “will” to “may” allows the Board to consider whether or not to budget the item. Alissa Wignall,

Internal Operations and Human Resources Director, reported on procedure. Further discussion took place. Heddens moved, Olson seconded to revise the policy, discuss during budget work sessions, and return to policy revisions following the budget work sessions. Roll call vote. (MCU)

AWARDING THE LEADERSHIP NEVADA SCHOLARSHIPS TO LATIFAH FAISAL AND RHONDA SYKES –

Alissa Wignall, Internal Operations and Human Resources Director, reported receiving four applications. After review, Faisal and Sykes are recommended. Heddens moved, Olson seconded the approval of awarding the Leadership Nevada scholarships to Latifah Faisal and Rhonda Sykes. Roll call vote. (MCU)

ADMINISTRATIVE PROCEDURES FOR FLOODPLAIN MANAGEMENT AND REGULATION, EFFECTIVE

1/1/20 – Leanne Harter, County Outreach and Special Projects Manager, reported on one proposed changed, and next steps. Olson moved, Heddens seconded the approval of the Administrative Procedures for Floodplain Management and Regulation, effective 1/1/20. Roll call vote. (MCU)

ECONOMIC DEVELOPMENT PROGRAMMING AND FUNDING PRIORITIES – removed from consideration until 12/10/19.

REQUEST FOR THE STORY COUNTY BOARD OF SUPERVISORS' OPINION ABOUT A PROPOSAL TO CHANGE THE NAME OF SQUAW CREEK FLOWING THROUGH THE CITY OF AMES, STORY COUNTY (IN FRANKLIN TOWNSHIP), BOONE COUNTY, AND HAMILTON COUNTY –

Linda Murken reported on previous discussion and action by other entities. The Ames City Council recommended changing the name, and recommends all jurisdictions work together to create a list of recommended names. Heddens reported Boone and Hamilton counties have yet to consider the issue. Olson reported on next steps. The Board members all reported on public comment and individual research. Discussion took place. The Board will compile a list of suggested names, receive feedback, and revisit the issue at next Tuesday's regular meeting.

APPOINTMENT TO THE PLANNING AND ZONING COMMISSION: GINA MCANDREWS FOR THE TERM OF

1/1/20-12/31/24 – Heddens moved, Olson seconded the approval of the appointment of Gina McAndrews to the Planning and Zoning Commission for the term of 1/1/20-12/31/24. Olson reported on discussions of how to handle conflicts of interest with the County Attorney's Office. Roll call vote. (MCU)

FACILITIES MANAGEMENT QUARTERLY REPORT - Joby Brodgen, Director, reported on staffing, buildings, projects, and generator upgrade costs and options.

CONSERVATION QUARTERLY REPORT – Mike Cox, Director, reported on construction projects, trails, and weather delays.

UPCOMING AGENDA ITEMS: Alissa Wignall, Internal Operations and Human Resources Director, reported incorrect terms were used for the appointments to the Board of Adjustment considered and passed earlier in the agenda. Murken stated the Board needed a majority vote to reconsider an item. Olson moved, Heddens seconded to reconsider the action. Roll call vote. (MCU) Murken requested the Board rescind its previous motion. Olson moved, Heddens seconded to rescind the appointments of Kelly Winfrey and Wendie Schneider to the Board of Adjustment. Roll call vote. (MCU) Olson moved, Heddens seconded to appoint to the Board of Adjustment the following: Wendie Schneider for an unexpired term ending 12/31/23 and Kelly Winfrey for the term 1/1/20-12/31/24. Roll call vote. (MCU) Olson reported economic funding priorities will be discussed next week.

PUBLIC FORUM #2: Murken announced, per Auditor Lucy Martin, that polls are open for the Ames Ward 4 Runoff Election in the City of Ames until 8 p.m.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE

SUPERVISORS: All Board members reported on upcoming items and meetings. Olson thanked everyone who provided concern and help to her last week when she was suffering from the flu.

Heddens moved, Olson seconded to adjourn at 12:41 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
12/3/19

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:
 - I. Central Iowa Retired Senior Volunteer Program Annual Report - Kalen Peterson

Department Submitting Auditor

Documents:

ANNUAL REPORT 18 19 IN PDF.PDF

6. CONSIDERATION OF MINUTES:

- I. 11/26/19 Minutes

Department Submitting Auditor

7. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

1) new hire, effective 12/3/19, in Facilities Management for Matthew Royer @ \$15.92/hr; effective 12/4/19, in Board of Supervisors for Brooke Fleming @ \$11.00/hr;
b) re-hire, effective 12/10/19, in Attorney's Office for Deb Shipton @ \$15.00/hr.

Department Submitting HR

8. 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 Resolution #20-44, To Abate Taxes Against Said Mobile Home Moved Without Treasurer's Knowledge

Department Submitting Treasurers Office

Documents:

RESOLUTION TO ABATE REMOVED FROM PARK.PDF

- II. Consideration Of Renewal Service Support Between Story County And IP Pathways For SMARTnet Effective 7/1/20-7/4/21 For \$25,662.67 (Budgeted)

propriety information

Department Submitting Information Technology

Documents:

IP PATHWAYS SMARTNET.PDF

- III. Consideration Of Contract Between Windstream Communications And Story County For Fiber Maintenance, Effective 11/13/19 - 11/12/20 For \$5,648.77

Department Submitting Information Technology

Documents:

WINDSTREAM FIBER MAINTENANCE.PDF

- IV. Consideration Of Agreement With Strauss Security Solutions For Monitoring Of Panic Alarm System At Animal Control For \$395.40/Yr. 11/25/19-11/24/22

Department Submitting Facilities Management

Documents:

STORY CO ANIMAL CONTROL SECURITY SERVICE AGREEMENT.PDF

- V. Consideration Of Agreement With Strauss Security Solutions For Monitoring Of Panic Alarm System At The Engineer's Office For \$395.40/Yr. 11/25/19-11/24/22

Department Submitting Facilities Management

Documents:

STORY CO ENGINEERING SECURITY SERVICE AGREEMENT.PDF

- VI. Consideration Of Agreement With Strauss Security Solutions For Monitoring Of Panic Alarm System At The Justice Center For \$395.40/Yr. 11/25/19-11/24/22

Department Submitting Facilities Management

Documents:

STORY CO JUSTIC CTR SECURITY SERVICE AGREEMENT.PDF

- VII. Consideration Of Quarterly Report: Treasurer

Department Submitting Auditor

Documents:

TR QTLY RPRT FY20 Q1.PDF

VIII. Consideration Of The Bird Friendly County Application Submission

Department Submitting Conservation

Documents:

BIRD FRIENDLY IOWA APPLICATION.PDF

9. PUBLIC HEARING ITEMS:

- I. Third Consideration Of Ordinance No. 286, An Ordinance Amending Chapter 80 - Floodplain Management Program Of The Code Of Ordinances, Story County, Iowa, As Provided In The Code Of Ordinances, Story County, Iowa, Repealing All Ordinances And Parts Of Ordinances In Conflict Herewith, And Establishing An Effective Date Of 1/1/20 - Leanne Harter
Public Hearing

Department Submitting Board

Documents:

ORDINANCE NO. 286.PDF
FLOODPLAIN.PDF

10. ADDITIONAL ITEMS:

- I. Discussion And Consideration For IP Fax 36 Month Service Agreement From Aureon For Dispatch In Nevada For \$25.00/Mo - Kyle Beste

Department Submitting Information Technology

Documents:

AUREON IP FAX TERMS.PDF

- II. Discussion And Consideration For Access I.D. Badges For Story County Clerk Of Courts - Joby Brogden

Department Submitting Facilities Management

Documents:

COC BADGE REQUEST.PDF
ID BADGE REQUEST.PDF

- III. Discussion And Consideration Of Resolution #20-43, 2M Estates, Plat 2, Residential Parcel Subdivision - Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
APPLICATION MATERIALS AND ATTACHMENTS.PDF

PLAT.PDF
RESOLUTION 20 43.PDF

- IV. Discussion And Consideration Of Appointment To Board Of Adjustment: Wendie Schneider For An Unexpired Term Ending 12/31/23 And Kelly Winfrey For The Term Of 1/1/20 - 12/31/25

Department Submitting Board of Supervisors

Documents:

BOARD OF ADJUSTMENT.PDF

- V. Wellness Program Overview - Noelle McLatchie & Wellness Committee

Department Submitting Human Resources

Documents:

WELLNESS PROGRAM UPDATE DECEMBER 2019.PDF

- VI. Discussion And Consideration Of Wellness Policy (Seven-Day Review) - Noelle McLatchie

Department Submitting Human Resources

Documents:

WELLNESS.PDF

- VII. Discussion And Consideration Of Awarding The Leadership Nevada Scholarships To Latifah Faisal And Rhonda Sykes - Alissa Wignall And Sandra King

Department Submitting Board of Supervisors

Documents:

FAISAL.PDF
SYKES.PDF

- VIII. Discussion And Consideration Of Administrative Procedures For Floodplain Management And Regulation Effective January 1, 2020 - Leanne Harter

Department Submitting Board of Supervisors

Documents:

ADMINISTRATIVE PROCEDURESEFFECTIVEJANUARY1 2020.PDF

- IX. Discussion And Consideration Of Economic Development Programming And Funding Priorities - Leanne Harter

Department Submitting Board of Supervisors

Documents:

ECONOMIC DEVELOPMENT 2020.PDF

- X. Discussion And Consideration Of Request For The Story County Board Of Supervisors' Opinion About A Proposal To Change The Name Of Squaw Creek Flowing Through The City Of Ames, Story County (In Franklin Township), Boone County, And Hamilton County

Department Submitting Board

Documents:

NAME PROPOSAL.PDF
BOARD ON GEOGRAPHIC NAMES.PDF
NAME CHANGES.PDF
DOMESTIC GEOGRAPHIC NAMES POLICIES.PDF
PROPOSED NAME.PDF

- XI. Discussion And Consideration Of Appointment To The Planning And Zoning Commission: Gina McAndrews For The Term Of 1/1/20-12/31/24

Department Submitting Board of Supervisors

Documents:

MCANDREWS.PDF

11. DEPARTMENTAL REPORTS:

- I. Facilities Management Quarterly Report - Joby Brodgen

Department Submitting Auditor

Documents:

FMQUARTERLY.PDF

- II. Conservation Quarterly Report - Mike Cox

Department Submitting Auditor

Documents:

CONSERVATION QTR.PDF

12. OTHER REPORTS:

13. UPCOMING AGENDA ITEMS:

14. 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.

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

16. 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.

final thoughts...

2018-2019 Statistics

Total # of RSVP Volunteers: 1,056
 Total Volunteer Hours Served: 44,512
 Monetary Value of the Volunteer Hours: \$1,079,090

*Based on the Independent Sector for Iowa's dollar value of a volunteer hour

Funding/Budget Information

2018-2019 Funding Sources/General Operating Budget
 Federal Grant (Cooperation for National & Community Service—CNCs)
 Federal Disaster Grant (CNCs—Marshall County)
 State of Iowa
 Story County
 City of Ames
 United Way of Story County
 Marshalltown Area United Way
 Other Cities: Gilbert, Nevada, Story City, Zearing
 Contractual Funding

THANK YOU to our financial supporters!

City of Ames & Story County Emergency Management: Emergency Disaster Volunteer Management
 Story City Senior Citizens: Building Rental Management
 Self-Generated: Donations, Special Grants, United Way Designations, Newsletter Sponsors, Fundraising Revenues, etc.

Total 2018-2019 Revenues (Operating Budget): \$367,187
 Total 2018-2019 Expenses (Operating Budget): \$352,040

2018-2019 Special Grants and Support

Winter Weatherization 2018 (to conduct winter weatherization projects in Story, Marshall, Hamilton, and Webster Counties): Resources were provided by St. Thomas Aquinas Church in Webster City (\$668). Sources of funding that were carried over from the 2017-2018 project were also utilized, specifically the Make a Difference Day grant awarded to the Volunteer Center of Story County and RSVP.
 ITN America – “Rides in Sight” grant for the RSVP Transportation Program (to support rides to eye doctor appointments) - \$870
 United Way Golf “Core” Kids Grant (RSVP Speak UP Program): \$507
 Donations - 21st Center Rehab P.C. (Hamilton County)—\$1,000
 Other general donations—\$3,589

Central Iowa RSVP Endowment
 (part of the Story County Community Foundation Family of Funds)
 Collective individual donations in 18-19— \$1,750
 As of October 30, 2019, contributions and realized gains have brought the balance to: \$14,642



Office Locations

STORY COUNTY
 509 Elm Avenue (Main office)
 Story City, IA 50248
 515-733-4917

MARSHALL COUNTY
 2508 S. 2nd Street
 Marshalltown, IA 50158
 641-752-0279

WEBSTER COUNTY
 Crossroads Mall
 217 S. 25th Street, Suite B3
 Fort Dodge, IA 50501
 515-573-3477

HAMILTON COUNTY
 749 Second Street
 Webster City, IA 50555
 515-832-2525

www.rsvpvolunteer.org



Serving Story, Marshall,
 Hamilton and Webster Counties



An annual summary
 of accomplishments
 and impact
 2018-2019

Engaging Volunteers Age 55+

Feature Story

Meeting Transportation Needs in Story County Begins 10th Year
 What began as a pilot project funded by United Way of Story County in January 2010 has become a transportation resource that has served 332 Story County residents. The RSVP Volunteer Driver Program has engaged a total of 113 RSVP drivers who have traveled 151,615 miles providing rides to medical appointments and other essential services (serving over 12,510 hours).



OUR MISSION

Enhance the lives of adults age 55 and older by connecting them with rewarding volunteer experiences that meet community needs.

OUR VISION

To be the premiere volunteer management resource for mobilizing adults age 55 and older.

ADDITIONAL SERVICES

Emergency Services
 Contracting with the City of Ames and Story County Emergency Management, RSVP coordinates the management of volunteers mobilized in natural disasters and public health and public safety emergencies.

Transportation Services
 RSVP supplements existing transportation services by providing the recruitment, management, and scheduling of volunteers providing rides to Story County residents. The primary (but not exclusive) purpose of the program is to provide Story County's older adults with safe and reliable transportation to and from medical appointments and other essential services.

“This transportation service has made an incredible difference in my life. I am unable to drive because of health reasons so I am very grateful for the marvelous drivers and schedulers. It is amazing how kind and considerate the drivers are. They never hesitate to give extra care and attention. I always feel loved and cared for. Thank you RSVP!”

Mitchell Robinson, Ames (Rider since 2013)

RSVP provides a proven and effective infrastructure to screen, recruit, and place volunteers to meet local needs.

RSVP Signature Programs are those assignments that are either coordinated exclusively by RSVP or ones that RSVP plays a significant role in direct partnership with another organization or organizations.

CENTRAL IOWA RSVP SIGNATURE PROGRAM ACCOMPLISHMENTS

EDUCATIONAL SERVICES—Helping youth succeed academically

Reading Tutors

29 RSVP volunteers (618 hours) worked one-on-one or in small groups with 314 students, helping build reading skills and improve reading performance.

Partners: Schools - Ames, Marshalltown, Raising Readers (Story Co.), St. Edmund's (Fort Dodge), St. Thomas Aquinas (Webster City), Stratford, Webster City

SPEAK UP!

12 RSVP volunteers (224 hours) taught 175 students, conducting 8-week sessions of SPEAK UP!, a public speaking course designed by RSVP to improve 5th grade students' confidence and public speaking skills.

Partners: Schools - Colo-NESCO, Gilbert, St. Thomas Aquinas (Webster City), Stratford, Webster City

RSVP Pen Pal Program

375 RSVP volunteers (8,892 hours) were matched one-on-one with **422 elementary or middle school students as Pen Pals**. Students learned important letter writing skills and developed a relationship through the mail with a "granddaddy." **Partners:** Schools - Colo-NESCO, Gilbert, Nevada, Roland-Story, Northeast Hamilton, South Hamilton, SE Webster - Grand Stratford, St. Thomas Aquinas, Webster City, Marshalltown YMCA, YWCA



Youth Teaching Garden

13 RSVP volunteers (232 hours) served as garden mentors and day camp instructors to 156 Marshall County youth, taking them through multiple steps of gardening and connecting them to the importance of preparing and eating healthy foods. **Partner:** Iowa State University Extension - Marshall County (5 garden locations)

"Allowing the volunteers in the classroom to share their wealth of knowledge further demonstrates the importance of speaking, learning, and education as a whole to our students. Students have developed a stronger sense of the importance of oral and written communication in a setting that allows for growth beyond the classroom teacher. Overall, the Speak UP! program has made an impact on my students and has been a wonderful addition to my curriculum."

Mrs. Risa Anderson, 5th Grade Teacher—St. Edmund Catholic School—Fort Dodge

HEALTHY FUTURES—Helping citizens stay healthy and maintain control of their well-being

RSVP Volunteer Driver Program

RSVP volunteer drivers (1,420 hours) served 96 Story County residents with safe and reliable transportation to and from essential services, with priority given to older adults needing rides to medical appointments. Volunteers used their own vehicles to provide **766 round trips and drove 19,223 miles**.

RSVP BASE Fitness Program (celebrating 5 years)

26 RSVP volunteers in Hamilton and Webster Counties (1,674 hours) facilitated free senior fitness programs at 18 locations for 235 seniors that focused on increasing healthy exercise habits that positively impact **Balance, Agility, Strength, and Endurance**. **Partners:** Webster City & Fort Dodge Parks & Recreation Depts., McFarland Clinic Physical Therapy Dept., Leah Feitz Fitness



Winter Weatherization

21 RSVP volunteers (138 hours) along with other community volunteers weatherized 77 homes of low-income families, elderly/disabled citizens, and veterans in 3 counties of the RSVP service area, serving 221 individuals. Volunteers conducted energy-related audits of the homes, put plastic on windows, sealed leaks, installed door sweeps, etc. **Partners:** Volunteer Center of Story County, Fort Dodge High School Industrial Arts Class, New Covenant Christian Church (Fort Dodge), and several Webster City volunteer groups with homeowner referrals coming from several non-profit agencies. (Funding partners - see Page 4)



EMERGENCY SERVICES, PUBLIC HEALTH & SAFETY—Keeping our communities safe and prepared

Disaster Services

Volunteer Management for Emergencies serving Story County: In a natural disaster or other emergency, RSVP volunteers staff a volunteer reception center and a non-emergency phone bank conducting community volunteer intake and providing information and referral services for non-emergency calls related to the disaster. **Trainings/Drills: 5 conducted with 56 volunteers (49 unduplicated)**, training hours: 138. **Partners:** Story County Emergency Management (EMA), Cities of Ames, Huxley, Nevada, and Story City

RSVP Responds to the Marshalltown Tornado Disaster

July 19, 2018, was a beautiful, normal summer day—until an EF-3 tornado struck Marshalltown and caused a massive amount of devastation. The downtown, including a historic courthouse were devastated, as well as two major employers and several entire neighborhoods. Central Iowa RSVP has a well-trained Volunteer Management for Emergencies program in Story County and many of those trained volunteers were willing to respond and help our neighbors in Marshall County, RSVP staff and volunteers jumped into action, setting up shop in Marshalltown, coordinating with other agencies, and organizing volunteers that were pouring into Marshalltown to help. In September, 2018, a federal disaster grant was approved, making it possible for RSVP to continue to help with the recovery and rebuild. Sometimes it may seem like the emergency drills conducted for RSVP volunteers are unnecessary—"We just did this a few months ago"—but the Marshalltown tornado proved just how very valuable it is to have a trained force. (16 RSVP volunteers served 351 hours facilitating a VRC and providing data entry clerical support).



Assist Local Law Enforcement

RSVP volunteers (31 provided 1,437 hours) served local law enforcement in a variety of capacities including: monitoring 911 calls, data entry, scanning, fingerprinting the public, overseeing jail visitation, and providing pre-trained volunteers to assist the Sheriff's Office in the event of a child-abduction or missing person (answering a tip hotline and registering spontaneous volunteers who want to assist with search and rescue). **Partners:** Ames Police Department, Story County Sheriff's Office/Jail

Public Health Emergency Preparedness

RSVP volunteers are trained to serve in a variety of capacities in the facilitation of PODS (Points of Dispensing) in the event of a pandemic or infectious outbreak, including assistance in the following areas: Set-up, Greeters, Registration, Rumors/Traffic/Crowd Control and Flow, and Data Entry, Training/Drill. **1 held with 23 volunteers**, training hours: 46. **Partner:** Mary Greeley Home Health Services (Story Co.)



WHAT'S NEW?

Saniters Preventing Admittance to Nurseries (SPAN) was launched in August 2018 in Hamilton and Webster Counties with trained RSVP volunteers conducting presentations about the opioid crisis, sweeping our county. Working in partnership with several organizations, RSVP volunteers are informing residents about the safe use of opioids, dangers of misuse and misuse, specifically targeted at educating groups of seniors. **2 volunteers served 15 hours**

Capacity Building - Providing diverse volunteer recruitment and placement support that enhances or supplements the existing services of public, non-profit and health care agencies (Stations served)

- SPECIAL POPULATIONS** (meet the needs of Veterans, homeless and low-income individuals, those with disabilities)
 - 49 volunteers served 3,644 hours
- FOOD SECURITY** (provide food for those in need—home delivered meals, food pantries, community meals)
 - 137 volunteers served 5,584 hours
- ENVIRONMENTAL STEWARDSHIP** (conservation, trail maintenance, city garden spaces, Raina Gardens)
 - 28 volunteers served 1,665 hours
- OTHER EDUCATION** (library services, museums, art pre-school assistance, extension, YMWCA)
 - 55 volunteers served 3,215 hours
- MEDICAL—HOSPITAL/CARE FACILITIES** (serving in a variety of capacities at local medical/senior care facilities, blood drives and hospice)
 - 45 volunteers served 5,677 hours
- OTHER COMMUNITY PRIORITIES** (livestock show help, senior center support, financial literacy—representative payees, misc. non-profit assistance)
 - 142 volunteers served 3,292 hours



IT Hardware & Software
 Data Center
 Cloud
 Professional & Managed Services



Proposal Summary

Cisco Renewal

Prepared by:

IP Pathways
 Nate Rogers
 515.422.9351
 Fax 515.276.4429
 nrogers@ippathways.com

Prepared for:

Story County
 Barb Steinback
 900 6th Street
 Nevada, IA 50201
 bsteinback@storycountyowa.gov

Quote Information:

Quote #: 13043
 Version: 2
 Date: 11/21/2019
 Expiration Date: 12/13/2019

**Due to large volume increase during IP Pathway's End of Year, order processing will be delayed in the last two weeks of December. In order to ensure bookings by the end of the 2019 calendar year, orders must be submitted for processing no later than December 13th, 2019.*

***Pricing for 2020 renewals valid only through December 27th, 2019. Pricing subject to increase and will be reflected in updated quotes starting January 1st, 2020.*

****The following serials were removed at the Customer's request and will no longer be supported once they reach their current support end date:*

[Redacted serial numbers]

Summary

	Amount
Support Expiring January 2020	[Redacted]
Support Expiring June 2020	[Redacted]
Total:	[Redacted]

IP Pathways quotes include applicable shipping charges. It is understood and agreed that an order cannot be cancelled except by mutual consent. Pricing is provided at today's current price. Prices are subject to change at any time, based on manufacturer and distribution pricing and availability. Balance is due upon receipt with Net 30 terms. The products described in this quote are sold subject only to warranties as are made by their respective manufacturers. IP Pathways quotes do not include applicable sales tax. Installation and any associated travel expenses are not included -- unless otherwise specified. All orders are subject to the terms and conditions of the IP Pathways' Master Customer Agreement.

Signature: [Handwritten Signature]

Date: 12/3/19

McLeod USA Telecom Svc LLC

P O Box 18317
Little Rock, AR 72222

INVOICE

Invoice Number: 6061493

Invoice Date: 11/15/2019

Customer # 1074-IA-090	Customer Reference NO CPI	Account Number 950000000.11845.6000	Due By 12/15/2019	Amount Due \$53.15
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Please Make Your Check Payable To:
Windstream Communications, LLC
Attn: Misc Billing
P O Box 18317
Little Rock, AR 72222

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

For questions regarding this invoice, please contact
Windstream.IRU_INVOICING at 256.264.1340
Email:Windstream.IRU_INVOICING@windstream.com .

Invoice Billing Date: 11/15/2019
Comment IRU Agreement dated 09/16/08
Proportionate Share of Annual Rights Fees
Service Period: 11/13/19 - 11/12/20
Exhibit A-1
Route 1: Ames - Nevada, IA
Fiber Accepted: 11/13/08

<u>Description</u>	<u>Amount</u>
CIPCO, Fiber Count 96, 2 Fibers, 57 poles @ \$10.36, Annual Rate \$590.52	11.16
City of Ames, Fiber Count 108, 2 Fibers, 11 poles @ \$13.05, Annual Rate \$143.55	2.66
City of Ames, Fiber Count 48, 2 Fibers, 21 poles @ \$13.05, Annual Rate \$274.05	11.42
City of Ames, Fiber Count 72, 2 Fibers, 77 poles @ \$13.05, Annual Rate \$1,004.85	27.91
Total Due	\$53.15

Please Return One Copy With Payment

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.



Strauss Security Solutions 4663 121st Street Urbandale, Iowa 50323 515-276-7030

SECURITY SERVICES AGREEMENT

THIS AGREEMENT made this 25th day of November, 2019 between STRAUSS SECURITY SOLUTIONS, herein called "SSS" and Story County Animal Control hereinafter called "Customer".

WITNESSETH: That for the considerations and covenants hereinafter specified below, on the reverse side hereof, and any riders hereto the parties do, for themselves, their successors and assigns, mutually agree:

A. SSS agrees to install, or cause to be installed in premises located at 975 West Lincoln Highway in the City of Nevada State of Iowa (hereinafter referred to as Customer's premises) a security system, the components of which are identified by Customer in Section C below, including any and all transmitters, wire connections, devices, and instruments necessary to transmit signals from the Customer's premises to the SSS central station monitoring facility, any and all sensing devices, appliances, cabinets, cables, conduits, glass breakage detectors, motion detectors, switches, contacts, wires and all other equipment and materials associated therewith, as specified in the schedule of protection (the "Security System"), and will provide monitoring services, if included in the Security System, subject to the terms and conditions hereof, until termination of this agreement, with the understanding that the Security System and all equipment and components thereof are and shall remain the property of SSS until such time Customer has paid the installation charge set forth below.

B. The term of this agreement shall be for a period of three (3) years ("initial term") commencing on the date service becomes operative, and shall automatically renew for successive one (1) year periods (each a "renewal term") unless either party has provided the other party with written notice of non-renewal at least thirty (30) days prior to the expiration of the initial term or any renewal term. Customer hereby agrees to pay SSS, its agents or assigns, a charge for equipment and installation of \$ Zero dollars plus tax (\$ 0.00), and a monitoring fee, if monitoring is included in the Security System, for the applicable term in the amount of \$ Thirty-two and 95/100 dollars plus tax (\$ 32.95) per month, payable in advance, on the 21st day of each month, during the applicable term. In the event this agreement is terminated by either party prior to the expiration of the initial term or renewal term (other than a termination by SSS or Customer under Paragraph K or by Customer under Paragraph M), Customer shall pay to SSS any unpaid balance of the installation charge, any unpaid monitoring or repair fees or charges that have accrued for services previously performed.

CUSTOMER'S INITIALS: CUSTOMER AGREES THAT UPON EXPIRATION OF THIS AGREEMENT OR TERMINATION BY EITHER PARTY, ANY MONITORING SERVICE PROVIDED BY SSS WILL CEASE AS OF THE DATE OF EXPIRATION OR TERMINATION OF THE AGREEMENT. CUSTOMER SHALL BE RESPONSIBLE FOR ARRANGING FOR A NEW MONITORING SERVICE FROM AND AFTER THE DATE OF EXPIRATION OR TERMINATION, AND SSS SHALL HAVE NO OBLIGATION WHATSOEVER TO PROVIDE ANY MONITORING SERVICE FOR CUSTOMER AFTER THE DATE OF EXPIRATION OR TERMINATION AND SHALL NOT BE LIABLE FOR THE DISCONTINUANCE OF SUCH SERVICE.

C. In addition to the installation charges and monitoring fees noted above, Customer shall pay (i) any false alarm charges, fines, or assessments, (ii) permit fees, (iii) all taxes, fees and charges imposed by any governmental authority on or relating to the Security System, installation of the Security System, the service to be provided to the Customer, or SSS's fees or other charges to Customer, (iv) public utility charges with respect to wire connections or switches for the transmission of signals between the Customer's premises and SSS's central station monitoring facility or any transmissions over such connections, and (v) if repairs are requested by Customer, the cost of repair or replacement of equipment damaged by any person or any occurrence, including but not limited to damage or destruction of equipment from fire, lightning, static electricity, wind, water, or any other casualty, and such amounts shall be paid by the Customer immediately upon receipt of such fees, charges, assessments, taxes, or costs.

SCHEDULE OF PROTECTION (List below or attach an SOPC form)

Panic alarm system monitoring

- [X] ACCEPT [] DECLINE - Central station monitored alarm system [OPTIONAL]. This provides monitoring of the security system in accordance with the terms of this Agreement.
[] ACCEPT [X] DECLINE - Cellular radio backup [OPTIONAL]. This is to provide for system communications to the monitoring facility as a primary source or as a backup to your telephone.
[] ACCEPT [X] DECLINE - Residential fire alarm package [OPTIONAL]. This includes 1 smoke detector and 1 heat detector (additional devices available).
[] ACCEPT [X] DECLINE - Customer care program [OPTIONAL]. Service and maintenance provided Monday - Friday 8:00am - 4:30pm.
[] ACCEPT [X] DECLINE - Log only monitoring of openings and closings [OPTIONAL].
[] ACCEPT [X] DECLINE - Supervised monitoring of scheduled openings and closings [OPTIONAL].
[] ACCEPT [X] DECLINE - Weekly account activity reports emailed or faxed [OPTIONAL].
[] ACCEPT [X] DECLINE - Monthly account activity reports emailed or faxed [OPTIONAL].
[] ACCEPT [X] DECLINE - Video Services [OPTIONAL]. If accepted, the Video Services Amendment is hereby incorporated by reference in this agreement.
[] ACCEPT [X] DECLINE - Card Access Services [OPTIONAL]. If accepted, the Card Access Amendment is hereby incorporated by reference in this agreement.

PLEASE INITIAL ALL BOXES ABOVE TO ACKNOWLEDGE WHICH OF THE AVAILABLE OPTIONS CUSTOMER ACCEPTS OR DECLINES.

Customer Initials [Handwritten Signature]

D. LIMITED WARRANTY: For a period of ninety (90) days commencing on the date service becomes active, SSS will repair or replace, without charge to the Customer, any Security System equipment that fails to operate properly due to improper installation by SSS.

E. DISCLAIMER OF WARRANTY, EXCEPT FOR THE LIMITED WARRANTY IN PARAGRAPH D, SSS MAKES NO GUARANTEE, WARRANTY, OR REPRESENTATION INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SECURITY SYSTEM OR THE SERVICES TO BE PROVIDED BY SSS OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. FURTHER, SSS MAKES NO GUARANTEE, WARRANTY, OR REPRESENTATION THAT THE SECURITY SYSTEM OR SERVICES PROVIDED WILL AVERT OR PREVENT AN OCCURRENCE OR THE CONSEQUENCES THEREFROM WHICH THE SECURITY SYSTEM OR SERVICES ARE INTENDED TO DETECT OR AVERT.

F. LIMITATION OF LIABILITY. CUSTOMER AGREES THAT SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS ARE NOT INSURERS AGAINST PROPERTY LOSS OR PERSONAL INJURY, AND THAT THE AMOUNTS PAYABLE UNDER THIS AGREEMENT ARE BASED SOLELY UPON THE VALUE OF SERVICES TO BE PROVIDED AND THE SCOPE OF LIABILITY SET FORTH IN THIS AGREEMENT. THEREFORE, CUSTOMER AGREES THAT SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DUE DIRECTLY OR INDIRECTLY TO THE NEGLIGENCE OF SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OR TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES UNDER OR PURSUANT TO THIS AGREEMENT. IN ADDITION, SSS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DEFECTS OR DEFICIENCIES IN THE SECURITY SYSTEM. THE CUSTOMER AGREES THAT SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES SUSTAINED BY THE CUSTOMER OR OTHERS THROUGH BURGLARY, THEFT, ROBBERY, FIRE, GASES SUCH AS CARBON MONOXIDE, MEDICAL EMERGENCY, OR OTHER CAUSES. THE CUSTOMER RELEASES SSS FROM ANY CLAIMS FOR CONTRIBUTION, INDEMNITY, OR SUBROGATION.

NOTWITHSTANDING THE ABOVE PROVISIONS, IF AT ANY TIME THERE SHALL BE OR ARISE ANY LIABILITY ON THE PART OF SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, BY VIRTUE OF THIS AGREEMENT OR BECAUSE OF THE RELATION ESTABLISHED BY THIS AGREEMENT, WHETHER DUE TO THE NEGLIGENCE OF SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OR THE FAILURE OF SSS TO PROPERLY PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE, SUCH LIABILITY IS AND SHALL BE LIMITED TO AND FIXED AT A SUM EQUAL TO THE ANNUAL CHARGE UNDER PARAGRAPH B ABOVE OR AN AMOUNT NOT TO EXCEED CONTRACT AMOUNT, WHICHEVER IS GREATER, AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. NO SUIT OR ACTION OF ANY KIND AGAINST SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, SHALL BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION GIVING RISE TO SUCH SUIT OR ACTION. IF CUSTOMER DESIRES SSS TO ASSUME A GREATER LIABILITY INSTEAD OF THE LIQUIDATED DAMAGES SET FORTH ABOVE, CUSTOMER MAY OBTAIN FROM SSS FULL OR LIMITED LIABILITY BY PAYING AN ADDITIONAL CHARGE TO SSS.

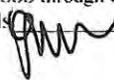
SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSSES OF DATA, DOWNTIME, COSTS OF CAPITAL, COST OF REPLACEMENT EQUIPMENT (TEMPORARY OR PERMANENT), OR COSTS OF TIME ARISING OUT OF OR RELATING TO THE USE OF THE SECURITY SYSTEM AND/OR MONITORING SERVICE, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

G. Customer agrees: (i) to furnish SSS a maintained list of users and individual signatures of all persons who are authorized to be in and about the premises during closed periods to properly test and set the Security System on every closing of the premises and to properly turn off the system(s) on each opening of the premises; (ii) to test all electronic equipment designated on the schedule of protection according to procedures prescribed by SSS prior to setting the security system for closed periods and to notify promptly if such equipment fails to respond to the test; (iii) if SSS's representative is sent to the Customer's premises in response to a service call or alarm signal caused by Customer improperly following operating instructions or failing to close or properly secure a protected point, there shall be an additional service charge to the Customer; (iv) that all walls, doors, skylights, windows and other elements of the premises as now constructed, are or will be placed in such condition, at Customer's expense, as to permit proper installation and operation of the Security System.

CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS BEEN INFORMED BY SSS THAT THE SECURITY SYSTEM'S OPERATION AND PERFORMANCE CAN BE EFFECTED BY CHANGES MADE IN THE PHYSICAL STRUCTURE AND ENVIRONMENT OF THE PREMISES IN WHICH THE SECURITY SYSTEM IS LOCATED. SSS SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER IF THE OPERATION OR PERFORMANCE OF THE SECURITY SYSTEM IS EFFECTED BY ANY CHANGE MADE TO THE PHYSICAL STRUCTURE OR ENVIRONMENT OF THE PREMISES IN WHICH THE SECURITY SYSTEM IS LOCATED, SUCH AS THROUGH THE ERECTION OR PLACEMENT OF ANY WALLS, BARRIERS, OR OTHER OBSTACLES THAT IMPAIR THE TRANSMISSION OR RECEIPT OF SIGNALS, LINES OF SIGHT, OR FIELDS OF VIEW.

H. If hold-up, burglar, medical alert or automatic fire alarm monitoring service is furnished, upon receipt of all associated signals from Customer's premises regarding an alarm condition, SSS agrees to make reasonable efforts to transmit notice of the alarm condition to the appropriate municipal jurisdiction or authority and to Customer by public telephone at such telephone number as has been provided in writing by Customer for this purpose, unless there is reason to assume that an emergency condition does not exist. It is the responsibility of Customer to keep emergency contact names and phone numbers current with SSS by telephone or fax. Customer is responsible for testing the Security System with SSS's monitoring facility on a monthly basis. System monitoring requires a working analog telephone line to transmit all necessary signals to the monitoring facility. SSS shall not be obligated to perform any monitoring service hereunder during any time when the Customer's telephone or telephone equipment is not working properly or when the transmission line is cut, disrupted, interfered with, or becomes damaged or nonoperational. Cellular radio is an offered option as the primary or backup method to transmit the required signals which Customer may accept on the Schedule of Protection. Likewise, SSS shall not be obligated to perform any monitoring services during any time when any related network communications equipment and/or related communications systems are not in proper working condition. The use of DSL, BPL, VoIP or other broadband or Internet-based telephone service may prevent Customer's detection system from transmitting alarm signals to SSS's monitoring facility after it is installed or at any time in the future and/or interfere with the telephone line-seizure feature of the alarm system, if installed. Such services should be installed on a telephone number that is not used for alarm signal transmission. SSS shall have no liability for delay in installation of the Security System or damage to the Security System or interruption of monitoring service due to strikes, riots, floods, fires, lightning, static electricity, wind, or acts of God or any other cause beyond the control of SSS, and shall not be required to supply monitoring service to Customer for so long as such interruption of service due to any cause shall continue. Further, SSS shall not be liable for any loss or damage caused by any delay in response time or non-response of any emergency personnel, law enforcement, or other authorities notified by SSS's monitoring facility.

I. Customer authorizes SSS to perform or cause to be performed the work necessary to install and initially inspect and test the Security System in the Customer's premises. Such work shall be performed between 8:00am-4:30pm on normal business days, excluding weekends and holidays. Any additional expense resulting from the performance of such work during excluded time periods at Customer's request, or from use of outside contractors for any reason for the performance of any such work that is normally performed by SSS, shall be paid by Customer. At Customer's request, SSS will make or cause to be made, at Customer's expense, any repairs or replacement of the Security System. If any changes or alterations of the Security System are necessitated by the action of any inspection bureau, insurance rating organization, or any other agency having jurisdiction, or by any changes in the Customer's premises, then upon Customer's request, SSS will make such changes or alterations to the Security System, at Customer's expense. Except for the limited warranty in Paragraph D, SSS has no continuing obligation to maintain or repair the Security System, and Customer shall be responsible for the maintenance and repair of the Security System after installation. The Customer shall provide electrical outlets and permits as required by SSS at points designated by SSS through Customer's own meter and expense.

Customer Initials 

J. SSS may terminate this agreement (i) upon Customer's non-payment of any amount due under this agreement if such amount remains unpaid after ten (10) days written notice to Customer, (ii) upon Customer's breach of this agreement not involving the payment of any amount due under this agreement, or (iii) if Customer does not follow proper operating procedures or use the equipment properly. Upon such termination, SSS shall be entitled to recover from Customer any unpaid fees that have accrued for services previously rendered, and SSS may, at its option, declare the entire unpaid balance of the monitoring fee agreed to be paid by Customer for the remainder of the term then in effect to be immediately due and payable, and SSS shall be entitled to recover the unpaid balance from Customer

K. SSS reserves the right to terminate this agreement at any time, on written notice on the happening of any of the following events: (i) SSS is unable to secure or to retain the wire connections or privileges necessary for the transmission of signals by means of conductors between SSS's monitoring facility and the Customer's premises or between SSS's monitoring facility and the municipal jurisdiction or authority; or (ii) the monitoring facility connecting wires, or Security System, or portion thereof, within Customer's premises are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service. Any such termination shall not subject SSS to liability for any damages, including but not limited to consequential damages; however, any advance payment made for service not yet rendered at the effective date of such termination shall be refunded to Customer, except for an amount equal to any installation cost previously incurred. This agreement may likewise be terminated by Customer if its premises are so destroyed or damaged provided that Customer pays any unpaid balance of the installation charge and of the charges accrued hereunder for service rendered prior to the effective date of termination.

L. SSS is not obligated to maintain, repair, replace, operate or assure the operation of any device, system or property belonging to SSS, the Customer or to any third party to which the Security System is attached.

M. SSS shall have the right to increase or decrease the annual charge in Paragraph B at any time or times after the expiration of one year from the date service is operative under this agreement, upon giving Customer written notice 60 days in advance of the effective date of such increase or decrease. If Customer is unwilling to pay such increased charge, Customer may terminate the then unexpired term of this agreement by notifying SSS in writing 30 days prior to the otherwise effective date of the increase, and by paying all accrued charges for service rendered until such date. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to customer. Notwithstanding the foregoing, if, in the opinion of SSS's monitoring facility, Customer's Security System is generating an excessive volume of signals, false alarms, or responsive communications, placing excess demands on the monitoring facility's resources, SSS may, at its election and upon ten (60) days written notice to Customer, (i) increase the annual charge in Paragraph B, or (ii) terminate this agreement. If customer is unwilling to pay such increased charge, Customer may terminate the unexpired the then unexpired term of this agreement by notifying SSS in writing 30 days prior to the otherwise effective date of the increase, and by paying all accrued charges for services rendered until such date. Any advanced payments made for service to be supplied subsequent to the date of such termination shall be refunded to the customer.

N. IN THE EVENT CUSTOMER OR ANY PERSON NOT A PARTY TO THIS AGREEMENT SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, FOR FAILURE OF THE SECURITY SYSTEM OR SERVICE IN ANY RESPECT, WHETHER OR NOT CAUSED BY THE PRODUCTS LIABILITY, NEGLIGENCE, PERFORMANCE OR NON-PERFORMANCE OF SSS, ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS, THEN THE CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SSS, ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS, FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.

O. Customer does for itself and all parties claiming under the Customer release and discharge SSS, its employees, agents, and subcontractors, from any and all hazards covered by insurance, it being agreed that no insurer shall have the right of subrogation against SSS, its employees, agents, or subcontractors.

P. This agreement is not assignable by Customer except on the prior written consent of SSS. Any assignment of this agreement by Customer without the prior written consent of SSS shall be null and void, and any such attempted assignment shall constitute a breach of this agreement. There is no intent by SSS to create, imply or establish a third party beneficiary or status of rights in any person, other than the rights of the Customer under the terms of this Agreement.

Q. SSS shall have the right to assign this agreement to any person or entity without notice to, or permission from, the Customer, and upon such assignment, SSS shall be relieved of any obligations created under this agreement. SSS shall have the right to subcontract any services it may perform under and pursuant to this agreement, and SSS shall not be liable for any loss or damage sustained by Customer caused by the negligence or other nonperformance of such third parties. This agreement, including disclaimers of warranty, exemptions from liability, even for negligence, limitation of liability and indemnifications inure to the benefit of and are applicable to any assignees, subcontractors and central station monitoring facilities of SSS.

R. This agreement is not binding unless approved in writing by an authorized representative of SSS. If such approval is not obtained, the only liability of SSS shall be to return to Customer the amount, if any, paid to SSS upon the signing of this agreement by sales representative.

S. The parties acknowledge and agree that a faxed, digital, or electronic copy of the signature of any party to this Agreement shall be valid and binding upon the parties for all purposes.

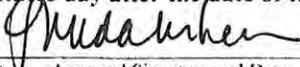
T. This writing (together with any individually signed separate service agreements and riders or amendments pertaining to this agreement) is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms of such agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This agreement may only be amended in writing signed by both parties.

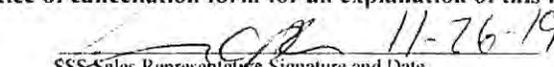
U. This agreement shall be governed by the laws of the State of Iowa, and any legal proceeding brought with respect to this agreement must be brought in the Iowa District Court for Story County, and the Customer consents to the exclusive jurisdiction of such court and waives any objection as to the venue of such court. Any action by the Customer against SSS must be commenced within one year of the accrual of the cause of action or shall be barred.

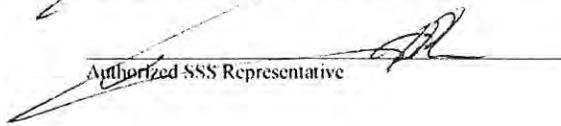
V. If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

W. Consent to Call Customer and Call List. Customer, for Customer and as the authorized agent of each person on the alarm call list, consents to SSS, the SSS monitoring facility, and any subcontractors on SSS's behalf (i) calling each such person's cell phone or other mobile device; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies SSS that the opt out of this clause (iii).

X. RESIDENTIAL CUSTOMERS ONLY: You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.


Customer Approval Signature and Date 12/3/19


SSS Sales Representative Signature and Date 11-26-19


Authorized SSS Representative



STRAUSS

Strauss Security Solutions 4663 121st Street Urbandale, Iowa 50323 515-276-7030

SECURITY SERVICES AGREEMENT

THIS AGREEMENT made this 25th day of November, 2019 between STRAUSS SECURITY SOLUTIONS, herein called "SSS" and Story County Engineers Building hereinafter called "Customer".

WITNESSETH: That for the considerations and covenants hereinafter specified below, on the reverse side hereof, and any riders hereto the parties do, for themselves, their successors and assigns, mutually agree:

A. SSS agrees to install, or cause to be installed in premises located at 837 N Ave. In the City of Nevada State of Iowa (hereinafter referred to as Customer's premises) a security system, the components of which are identified by Customer in Section C below, including any and all transmitters, wire connections, devices, and instruments necessary to transmit signals from the Customer's premises to the SSS central station monitoring facility, any and all sensing devices, appliances, cabinets, cables, conduits, glass breakage detectors, motion detectors, switches, contacts, wires and all other equipment and materials associated therewith, as specified in the schedule of protection (the "Security System"), and will provide monitoring services, if included in the Security System, subject to the terms and conditions hereof, until termination of this agreement, with the understanding that the Security System and all equipment and components thereof are and shall remain the property of SSS until such time Customer has paid the installation charge set forth below.

B. The term of this agreement shall be for a period of three (3) years ("initial term") commencing on the date service becomes operative, and shall automatically renew for successive one (1) year periods (each a "renewal term") unless either party has provided the other party with written notice of non-renewal at least thirty (30) days prior to the expiration of the initial term or any renewal term. Customer hereby agrees to pay SSS, its agents or assigns, a charge for equipment and installation of \$ Zero dollars plus tax (\$ 0.00), and a monitoring fee, if monitoring is included in the Security System, for the applicable term in the amount of \$ Thirty-two and 95/100 dollars plus tax (\$ 32.95) per month, payable in advance, on the 21st day of each month, during the applicable term. In the event this agreement is terminated by either party prior to the expiration of the initial term or renewal term (other than a termination by SSS or Customer under Paragraph K or by Customer under Paragraph M), Customer shall pay to SSS any unpaid balance of the installation charge, any unpaid monitoring or repair fees or charges that have accrued for services previously performed.

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C. In addition to the installation charges and monitoring fees noted above, Customer shall pay (i) any false alarm charges, fines, or assessments, (ii) permit fees, (iii) all taxes, fees and charges imposed by any governmental authority on or relating to the Security System, installation of the Security System, the service to be provided to the Customer, or SSS's fees or other charges to Customer, (iv) public utility charges with respect to wire connections or switches for the transmission of signals between the Customer's premises and SSS's central station monitoring facility or any transmissions over such connections, and (v) if repairs are requested by Customer, the cost of repair or replacement of equipment damaged by any person or any occurrence, including but not limited to damage or destruction of equipment from fire, lightning, static electricity, wind, water, or any other casualty, and such amounts shall be paid by the Customer immediately upon receipt of such fees, charges, assessments, taxes, or costs.

SCHEDULE OF PROTECTION (List below or attach an SOPC form)

Panic alarm system monitoring

- [x]ACCEPT []DECLINE - Central station monitored alarm system [OPTIONAL]. This provides monitoring of the security system in accordance with the terms of this Agreement.
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[]ACCEPT [x]DECLINE - Card Access Services [OPTIONAL]. If accepted, the Card Access Amendment is hereby incorporated by reference in this agreement.

PLEASE INITIAL ALL BOXES ABOVE TO ACKNOWLEDGE WHICH OF THE AVAILABLE OPTIONS CUSTOMER ACCEPTS OR DECLINES.

Customer Initials [Signature]

D. LIMITED WARRANTY: For a period of ninety (90) days commencing on the date service becomes active, SSS will repair or replace, without charge to the Customer, any Security System equipment that fails to operate properly due to improper installation by SSS.

E. DISCLAIMER OF WARRANTY, EXCEPT FOR THE LIMITED WARRANTY IN PARAGRAPH D, SSS MAKES NO GUARANTEE, WARRANTY, OR REPRESENTATION INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SECURITY SYSTEM OR THE SERVICES TO BE PROVIDED BY SSS OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. FURTHER, SSS MAKES NO GUARANTEE, WARRANTY, OR REPRESENTATION THAT THE SECURITY SYSTEM OR SERVICES PROVIDED WILL AVERT OR PREVENT AN OCCURRENCE OR THE CONSEQUENCES THEREFROM WHICH THE SECURITY SYSTEM OR SERVICES ARE INTENDED TO DETECT OR AVERT.

F. LIMITATION OF LIABILITY. CUSTOMER AGREES THAT SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS ARE NOT INSURERS AGAINST PROPERTY LOSS OR PERSONAL INJURY, AND THAT THE AMOUNTS PAYABLE UNDER THIS AGREEMENT ARE BASED SOLELY UPON THE VALUE OF SERVICES TO BE PROVIDED AND THE SCOPE OF LIABILITY SET FORTH IN THIS AGREEMENT. THEREFORE, CUSTOMER AGREES THAT SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DUE DIRECTLY OR INDIRECTLY TO THE NEGLIGENCE OF SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OR TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES UNDER OR PURSUANT TO THIS AGREEMENT. IN ADDITION, SSS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DEFECTS OR DEFICIENCIES IN THE SECURITY SYSTEM. THE CUSTOMER AGREES THAT SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES SUSTAINED BY THE CUSTOMER OR OTHERS THROUGH BURGLARY, THEFT, ROBBERY, FIRE, GASES SUCH AS CARBON MONOXIDE, MEDICAL EMERGENCY, OR OTHER CAUSES. THE CUSTOMER RELEASES SSS FROM ANY CLAIMS FOR CONTRIBUTION, INDEMNITY, OR SUBROGATION.

NOTWITHSTANDING THE ABOVE PROVISIONS, IF AT ANY TIME THERE SHALL BE OR ARISE ANY LIABILITY ON THE PART OF SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, BY VIRTUE OF THIS AGREEMENT OR BECAUSE OF THE RELATION ESTABLISHED BY THIS AGREEMENT, WHETHER DUE TO THE NEGLIGENCE OF SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OR THE FAILURE OF SSS TO PROPERLY PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE, SUCH LIABILITY IS AND SHALL BE LIMITED TO AND FIXED AT A SUM EQUAL TO THE ANNUAL CHARGE UNDER PARAGRAPH B ABOVE OR AN AMOUNT NOT TO EXCEED CONTRACT AMMOUNT, WHICHEVER IS GREATER, AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. NO SUIT OR ACTION OF ANY KIND AGAINST SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, SHALL BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION GIVING RISE TO SUCH SUIT OR ACTION. IF CUSTOMER DESIRES SSS TO ASSUME A GREATER LIABILITY INSTEAD OF THE LIQUIDATED DAMAGES SET FORTH ABOVE, CUSTOMER MAY OBTAIN FROM SSS FULL OR LIMITED LIABILITY BY PAYING AN ADDITIONAL CHARGE TO SSS.

SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSSES OF DATA, DOWNTIME, COSTS OF CAPITAL, COST OF REPLACEMENT EQUIPMENT (TEMPORARY OR PERMANENT), OR COSTS OF TIME ARISING OUT OF OR RELATING TO THE USE OF THE SECURITY SYSTEM AND/OR MONITORING SERVICE, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF SSS, IT EMPLOYEES, AGENTS, OR SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

G. Customer agrees: (i) to furnish SSS a maintained list of users and individual signatures of all persons who are authorized to be in and about the premises during closed periods to properly test and set the Security System on every closing of the premises and to properly turn off the system(s) on each opening of the premises; (ii) to test all electronic equipment designated on the schedule of protection according to procedures prescribed by SSS prior to setting the security system for closed periods and to notify promptly if such equipment fails to respond to the test; (iii) if SSS's representative is sent to the Customer's premises in response to a service call or alarm signal caused by Customer improperly following operating instructions or failing to close or properly secure a protected point, there shall be an additional service charge to the Customer; (iv) that all walls, doors, skylights, windows and other elements of the premises as now constructed, are or will be placed in such condition, at Customers expense, as to permit proper installation and operation of the Security System.

CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS BEEN INFORMED BY SSS THAT THE SECURITY SYSTEM'S OPERATION AND PERFORMANCE CAN BE EFFECTED BY CHANGES MADE IN THE PHYSICAL STRUCTURE AND ENVIRONMENT OF THE PREMISES IN WHICH THE SECURITY SYSTEM IS LOCATED. SSS SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER IF THE OPERATION OR PERFORMANCE OF THE SECURITY SYSTEM IS EFFECTED BY ANY CHANGE MADE TO THE PHYSICAL STRUCTURE OR ENVIRONMENT OF THE PREMISES IN WHICH THE SECURITY SYSTEM IS LOCATED, SUCH AS THROUGH THE ERECTION OR PLACEMENT OF ANY WALLS, BARRIERS, OR OTHER OBSTACLES THAT IMPAIR THE TRANSMISSION OR RECEIPT OF SIGNALS, LINES OF SIGHT, OR FIELDS OF VIEW.

H. If hold-up, burglar, medical alert or automatic fire alarm monitoring service is furnished, upon receipt of all associated signals from Customer's premises regarding an alarm condition, SSS agrees to make reasonable efforts to transmit notice of the alarm condition to the appropriate municipal jurisdiction or authority and to Customer by public telephone at such telephone number as has been provided in writing by Customer for this purpose, unless there is reason to assume that an emergency condition does not exist. It is the responsibility of Customer to keep emergency contact names and phone numbers current with SSS by telephone or fax. Customer is responsible for testing the Security System with SSS's monitoring facility on a monthly basis. System monitoring requires a working analog telephone line to transmit all necessary signals to the monitoring facility. SSS shall not be obligated to perform any monitoring service hereunder during any time when the Customer's telephone or telephone equipment is not working properly or when the transmission line is cut, disrupted, interfered with, or becomes damaged or nonoperational. Cellular radio is an offered option as the primary or backup method to transmit the required signals which Customer may accept on the Schedule of Protection. Likewise, SSS shall not be obligated to perform any monitoring services during any time when any related network communications equipment and/or related communications systems are not in proper working condition. The use of DSL, BPL, VoIP or other broadband or Internet-based telephone service may prevent Customer's detection system from transmitting alarm signals to SSS's monitoring facility after it is installed or at any time in the future and/or interfere with the telephone line-seizure feature of the alarm system, if installed. Such services should be installed on a telephone number that is not used for alarm signal transmission. SSS shall have no liability for delay in installation of the Security System or damage to the Security System or interruption of monitoring service due to strikes, riots, floods, fires, lightning, static electricity, wind, or acts of God or any other cause beyond the control of SSS, and shall not be required to supply monitoring service to Customer for so long as such interruption of service due to any cause shall continue. Further, SSS shall not be liable for any loss or damage caused by any delay in response time or non-response of any emergency personnel, law enforcement, or other authorities notified by SSS's monitoring facility.

I. Customer authorizes SSS to perform or cause to be performed the work necessary to install and initially inspect and test the Security System in the Customer's premises. Such work shall be performed between 8:00am-4:30pm on normal business days, excluding weekends and holidays. Any additional expense resulting from the performance of such work during excluded time periods at Customer's request, or from use of outside contractors for any reason for the performance of any such work that is normally performed by SSS, shall be paid by Customer. At Customer's request, SSS will make or cause to be made, at Customer's expense, any repairs or replacement of the Security System. If any changes or alterations of the Security System are necessitated by the action of any inspection bureau, insurance rating organization, or any other agency having jurisdiction, or by any changes in the Customer's premises, then upon Customer's request, SSS will make such changes or alterations to the Security System, at Customer's expense. Except for the limited warranty in Paragraph D, SSS has no continuing obligation to maintain or repair the Security System, and Customer shall be responsible for the maintenance and repair of the Security System after installation. The Customer shall provide electrical outlets and permits as required by SSS at points designated by SSS through Customer's own meter and expense.

Customer Initials

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J. SSS may terminate this agreement (i) upon Customer's non-payment of any amount due under this agreement if such amount remains unpaid after ten(10) days written notice to Customer, (ii) upon Customer's breach of this agreement not involving the payment of any amount due under this agreement, or (iii) if Customer does not follow proper operating procedures or use the equipment properly. Upon such termination, SSS shall be entitled to recover from Customer any unpaid fees that have accrued for services previously rendered, and SSS may, at its option, declare the entire unpaid balance of the monitoring fee agreed to be paid by Customer for the remainder of the term then in effect to be immediately due and payable, and SSS shall be entitled to recover the unpaid balance from Customer

K. SSS reserves the right to terminate this agreement at any time, on written notice on the happening of any of the following events: (i) SSS is unable to secure or to retain the wire connections or privileges necessary for the transmission of signals by means of conductors between SSS's monitoring facility and the Customer's premises or between SSS's monitoring facility and the municipal jurisdiction or authority; or (ii) the monitoring facility connecting wires, or Security System, or portion thereof, within Customer's premises are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service. Any such termination shall not subject SSS to liability for any damages, including but not limited to consequential damages; however, any advance payment made for service not yet rendered at the effective date of such termination shall be refunded to Customer, except for an amount equal to any installation cost previously incurred. This agreement may likewise be terminated by Customer if its premises are so destroyed or damaged provided that Customer pays any unpaid balance of the installation charge and of the charges accrued hereunder for service rendered prior to the effective date of termination.

L. SSS is not obligated to maintain, repair, replace, operate or assure the operation of any device, system or property belonging to SSS, the Customer or to any third party to which the Security System is attached.

M. SSS shall have the right to increase or decrease the annual charge in Paragraph B at any time or times after the expiration of one year from the date service is operative under this agreement, upon giving Customer written notice 60 days in advance of the effective date of such increase or decrease. If Customer is unwilling to pay such increased charge, Customer may terminate the then unexpired term of this agreement by notifying SSS in writing 30 days prior to the otherwise effective date of the increase, and by paying all accrued charges for service rendered until such date. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to customer. Notwithstanding the foregoing, if, in the opinion of SSS's monitoring facility, Customer's Security System is generating an excessive volume of signals, false alarms, or responsive communications, placing excess demands on the monitoring facility's resources, SSS may, at its election and upon ten (60) days written notice to Customer, (i) increase the annual charge in Paragraph B, or (ii) terminate this agreement. If customer is unwilling to pay such increased charge, Customer may terminate the unexpired the then unexpired term of this agreement by notifying SSS in writing 30 days prior to the otherwise effective date of the increase, and by paying all accrued charges for services rendered until such date. Any advanced payments made for service to be supplied subsequent to the date of such termination shall be refunded to the customer.

N. IN THE EVENT CUSTOMER OR ANY PERSON NOT A PARTY TO THIS AGREEMENT SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, FOR FAILURE OF THE SECURITY SYSTEM OR SERVICE IN ANY RESPECT, WHETHER OR NOT CAUSED BY THE PRODUCTS LIABILITY, NEGLIGENCE, PERFORMANCE OR NON-PERFORMANCE OF SSS, ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS, THEN THE CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SSS, ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS, FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.

O. Customer does for itself and all parties claiming under the Customer release and discharge SSS, its employees, agents, and subcontractors, from any and all hazards covered by insurance, it being agreed that no insurer shall have the right of subrogation against SSS, its employees, agents, or subcontractors.

P. This agreement is not assignable by Customer except on the prior written consent of SSS. Any assignment of this agreement by Customer without the prior written consent of SSS shall be null and void, and any such attempted assignment shall constitute a breach of this agreement. There is no intent by SSS to create, imply or establish a third party beneficiary or status of rights in any person, other than the rights of the Customer under the terms of this Agreement.

Q. SSS shall have the right to assign this agreement to any person or entity without notice to, or permission from, the Customer, and upon such assignment, SSS shall be relieved of any obligations created under this agreement. SSS shall have the right to subcontract any services it may perform under and pursuant to this agreement, and SSS shall not be liable for any loss or damage sustained by Customer caused by the negligence or other nonperformance of such third parties. This agreement, including disclaimers of warranty, exemptions from liability, even for negligence, limitation of liability and indemnifications inure to the benefit of and are applicable to any assignees, subcontractors and central station monitoring facilities of SSS.

R. This agreement is not binding unless approved in writing by an authorized representative of SSS. If such approval is not obtained, the only liability of SSS shall be to return to Customer the amount, if any, paid to SSS upon the signing of this agreement by sales representative.

S. The parties acknowledge and agree that a faxed, digital, or electronic copy of the signature of any party to this Agreement shall be valid and binding upon the parties for all purposes.

T. This writing (together with any individually signed separate service agreements and riders or amendments pertaining to this agreement) is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms of such agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This agreement may only be amended in writing signed by both parties.

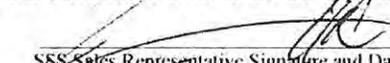
U. This agreement shall be governed by the laws of the State of Iowa, and any legal proceeding brought with respect to this agreement must be brought in the Iowa District Court for Story County, and the Customer consents to the exclusive jurisdiction of such court and waives any objection as to the venue of such court. Any action by the Customer against SSS must be commenced within one year of the accrual of the cause of action or shall be barred.

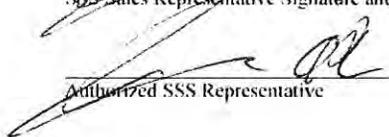
V. If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

W. Consent to Call Customer and Call List. Customer, for Customer and as the authorized agent of each person on the alarm call list, consents to SSS, the SSS monitoring facility, and any subcontractors on SSS's behalf (i) calling each such person's cell phone or other mobile device; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies SSS that the opt out of this clause (iii).

X. RESIDENTIAL CUSTOMERS ONLY: You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

 12/3/19
Customer Approval Signature and Date

 11-26-19
SSS Sales Representative Signature and Date


Authorized SSS Representative



STRAUSS

Strauss Security Solutions 4663 121st Street Urbandale, Iowa 50323 515-276-7030

SECURITY SERVICES AGREEMENT

THIS AGREEMENT made this 25th day of November, 2019 between STRAUSS SECURITY SOLUTIONS, herein called "SSS" and Story County Justice Center hereinafter called "Customer".

WITNESSETH: That for the considerations and covenants hereinafter specified below, on the reverse side hereof, and any riders hereto the parties do, for themselves, their successors and assigns, mutually agree:

A. SSS agrees to install, or cause to be installed in premises located at 1315 South B Ave In the City of Nevada State of Iowa (hereinafter referred to as Customer's premises) a security system, the components of which are identified by Customer in Section C below, including any and all transmitters, wire connections, devices, and instruments necessary to transmit signals from the Customer's premises to the SSS central station monitoring facility, any and all sensing devices, appliances, cabinets, cables, conduits, glass breakage detectors, motion detectors, switches, contacts, wires and all other equipment and materials associated therewith, as specified in the schedule of protection (the "Security System"), and will provide monitoring services, if included in the Security System, subject to the terms and conditions hereof, until termination of this agreement, with the understanding that the Security System and all equipment and components thereof are and shall remain the property of SSS until such time Customer has paid the installation charge set forth below.

B. The term of this agreement shall be for a period of three (3) years ("initial term") commencing on the date service becomes operative, and shall automatically renew for successive one (1) year periods (each a "renewal term") unless either party has provided the other party with written notice of non-renewal at least thirty (30) days prior to the expiration of the initial term or any renewal term. Customer hereby agrees to pay SSS, its agents or assigns, a charge for equipment and installation of \$ Zero dollars plus tax (\$ 0.00), and a monitoring fee, if monitoring is included in the Security System, for the applicable term in the amount of \$ Thirty-two and 95/100 dollars plus tax (\$ 32.95) per month, payable in advance, on the 21st day of each month, during the applicable term. In the event this agreement is terminated by either party prior to the expiration of the initial term or renewal term (other than a termination by SSS or Customer under Paragraph K or by Customer under Paragraph M), Customer shall pay to SSS any unpaid balance of the installation charge, any unpaid monitoring or repair fees or charges that have accrued for services previously performed.

CUSTOMER'S INITIALS: CUSTOMER AGREES THAT UPON EXPIRATION OF THIS AGREEMENT OR TERMINATION BY EITHER PARTY, ANY MONITORING SERVICE PROVIDED BY SSS WILL CEASE AS OF THE DATE OF EXPIRATION OR TERMINATION OF THE AGREEMENT. CUSTOMER SHALL BE RESPONSIBLE FOR ARRANGING FOR A NEW MONITORING SERVICE FROM AND AFTER THE DATE OF EXPIRATION OR TERMINATION, AND SSS SHALL HAVE NO OBLIGATION WHATSOEVER TO PROVIDE ANY MONITORING SERVICE FOR CUSTOMER AFTER THE DATE OF EXPIRATION OR TERMINATION AND SHALL NOT BE LIABLE FOR THE DISCONTINUANCE OF SUCH SERVICE.

C. In addition to the installation charges and monitoring fees noted above, Customer shall pay (i) any false alarm charges, fines, or assessments, (ii) permit fees, (iii) all taxes, fees and charges imposed by any governmental authority on or relating to the Security System, installation of the Security System, the service to be provided to the Customer, or SSS's fees or other charges to Customer, (iv) public utility charges with respect to wire connections or switches for the transmission of signals between the Customer's premises and SSS's central station monitoring facility or any transmissions over such connections, and (v) if repairs are requested by Customer, the cost of repair or replacement of equipment damaged by any person or any occurrence, including but not limited to damage or destruction of equipment from fire, lightning, static electricity, wind, water, or any other casualty, and such amounts shall be paid by the Customer immediately upon receipt of such fees, charges, assessments, taxes, or costs.

SCHEDULE OF PROTECTION (List below or attach an SOPC form)

Panic alarm system monitoring

- [X] ACCEPT [] DECLINE - Central station monitored alarm system [OPTIONAL]. This provides monitoring of the security system in accordance with the terms of this Agreement.
[] ACCEPT [X] DECLINE - Cellular radio backup [OPTIONAL]. This is to provide for system communications to the monitoring facility as a primary source or as a backup to your telephone.
[] ACCEPT [X] DECLINE - Residential fire alarm package [OPTIONAL]. This includes 1 smoke detector and 1 heat detector (additional devices available).
[] ACCEPT [X] DECLINE - Customer care program [OPTIONAL]. Service and maintenance provided Monday - Friday 8:00am - 4:30pm.
[] ACCEPT [X] DECLINE - Log only monitoring of openings and closings [OPTIONAL].
[] ACCEPT [X] DECLINE - Supervised monitoring of scheduled openings and closings [OPTIONAL].
[] ACCEPT [X] DECLINE - Weekly account activity reports emailed or faxed [OPTIONAL].
[] ACCEPT [X] DECLINE - Monthly account activity reports emailed or faxed [OPTIONAL].
[] ACCEPT [X] DECLINE - Video Services [OPTIONAL]. If accepted, the Video Services Amendment is hereby incorporated by reference in this agreement.
[] ACCEPT [X] DECLINE - Card Access Services [OPTIONAL]. If accepted, the Card Access Amendment is hereby incorporated by reference in this agreement.

PLEASE INITIAL ALL BOXES ABOVE TO ACKNOWLEDGE WHICH OF THE AVAILABLE OPTIONS CUSTOMER ACCEPTS OR DECLINES.

Customer Initials [Signature]

D. LIMITED WARRANTY: For a period of ninety (90) days commencing on the date service becomes active, SSS will repair or replace, without charge to the Customer, any Security System equipment that fails to operate properly due to improper installation by SSS.

E. DISCLAIMER OF WARRANTY, EXCEPT FOR THE LIMITED WARRANTY IN PARAGRAPH D, SSS MAKES NO GUARANTEE, WARRANTY, OR REPRESENTATION INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SECURITY SYSTEM OR THE SERVICES TO BE PROVIDED BY SSS OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, FURTHER, SSS MAKES NO GUARANTEE, WARRANTY, OR REPRESENTATION THAT THE SECURITY SYSTEM OR SERVICES PROVIDED WILL AVERT OR PREVENT AN OCCURRENCE OR THE CONSEQUENCES THEREFROM WHICH THE SECURITY SYSTEM OR SERVICES ARE INTENDED TO DETECT OR AVERT.

F. LIMITATION OF LIABILITY. CUSTOMER AGREES THAT SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS ARE NOT INSURERS AGAINST PROPERTY LOSS OR PERSONAL INJURY, AND THAT THE AMOUNTS PAYABLE UNDER THIS AGREEMENT ARE BASED SOLELY UPON THE VALUE OF SERVICES TO BE PROVIDED AND THE SCOPE OF LIABILITY SET FORTH IN THIS AGREEMENT. THEREFORE, CUSTOMER AGREES THAT SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DUE DIRECTLY OR INDIRECTLY TO THE NEGLIGENCE OF SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OR TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES UNDER OR PURSUANT TO THIS AGREEMENT. IN ADDITION, SSS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DEFECTS OR DEFICIENCIES IN THE SECURITY SYSTEM. THE CUSTOMER AGREES THAT SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES SUSTAINED BY THE CUSTOMER OR OTHERS THROUGH BURGLARY, THEFT, ROBBERY, FIRE, GASES SUCH AS CARBON MONOXIDE, MEDICAL EMERGENCY, OR OTHER CAUSES. THE CUSTOMER RELEASES SSS FROM ANY CLAIMS FOR CONTRIBUTION, INDEMNITY, OR SUBROGATION.

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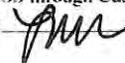
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I. Customer authorizes SSS to perform or cause to be performed the work necessary to install and initially inspect and test the Security System in the Customer's premises. Such work shall be performed between 8:00am-4:30pm on normal business days, excluding weekends and holidays. Any additional expense resulting from the performance of such work during excluded time periods at Customer's request, or from use of outside contractors for any reason for the performance of any such work that is normally performed by SSS, shall be paid by Customer. At Customer's request, SSS will make or cause to be made, at Customer's expense, any repairs or replacement of the Security System. If any changes or alterations of the Security System are necessitated by the action of any inspection bureau, insurance rating organization, or any other agency having jurisdiction, or by any changes in the Customer's premises, then upon Customer's request, SSS will make such changes or alterations to the Security System, at Customer's expense. Except for the limited warranty in Paragraph D, SSS has no continuing obligation to maintain or repair the Security System, and Customer shall be responsible for the maintenance and repair of the Security System after installation. The Customer shall provide electrical outlets and permits as required by SSS at points designated by SSS through Customer's own meter and expense.

Customer Initials



J. SSS may terminate this agreement (i) upon Customer's non-payment of any amount due under this agreement if such amount remains unpaid after ten (10) days written notice to Customer, (ii) upon Customer's breach of this agreement not involving the payment of any amount due under this agreement, or (iii) if Customer does not follow proper operating procedures or use the equipment properly. Upon such termination, SSS shall be entitled to recover from Customer any unpaid fees that have accrued for services previously rendered, and SSS may, at its option, declare the entire unpaid balance of the monitoring fee agreed to be paid by Customer for the remainder of the term then in effect to be immediately due and payable, and SSS shall be entitled to recover the unpaid balance from Customer.

K. SSS reserves the right to terminate this agreement at any time, on written notice on the happening of any of the following events: (i) SSS is unable to secure or to retain the wire connections or privileges necessary for the transmission of signals by means of conductors between SSS's monitoring facility and the Customer's premises or between SSS's monitoring facility and the municipal jurisdiction or authority; or (ii) the monitoring facility connecting wires, or Security System, or portion thereof, within Customer's premises are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service. Any such termination shall not subject SSS to liability for any damages, including but not limited to consequential damages; however, any advance payment made for service not yet rendered at the effective date of such termination shall be refunded to Customer, except for an amount equal to any installation cost previously incurred. This agreement may likewise be terminated by Customer if its premises are so destroyed or damaged provided that Customer pays any unpaid balance of the installation charge and of the charges accrued hereunder for service rendered prior to the effective date of termination.

L. SSS is not obligated to maintain, repair, replace, operate or assure the operation of any device, system or property belonging to SSS, the Customer or to any third party to which the Security System is attached.

M. SSS shall have the right to increase or decrease the annual charge in Paragraph B at any time or times after the expiration of one year from the date service is operative under this agreement, upon giving Customer written notice 60 days in advance of the effective date of such increase or decrease. If Customer is unwilling to pay such increased charge, Customer may terminate the then unexpired term of this agreement by notifying SSS in writing 30 days prior to the otherwise effective date of the increase, and by paying all accrued charges for service rendered until such date. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to customer. Notwithstanding the foregoing, if, in the opinion of SSS's monitoring facility, Customer's Security System is generating an excessive volume of signals, false alarms, or responsive communications, placing excess demands on the monitoring facility's resources, SSS may, at its election and upon ten (60) days written notice to Customer, (i) increase the annual charge in Paragraph B, or (ii) terminate this agreement. If customer is unwilling to pay such increased charge, Customer may terminate the unexpired the then unexpired term of this agreement by notifying SSS in writing 30 days prior to the otherwise effective date of the increase, and by paying all accrued charges for services rendered until such date. Any advanced payments made for service to be supplied subsequent to the date of such termination shall be refunded to the customer.

N. IN THE EVENT CUSTOMER OR ANY PERSON NOT A PARTY TO THIS AGREEMENT SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, FOR FAILURE OF THE SECURITY SYSTEM OR SERVICE IN ANY RESPECT, WHETHER OR NOT CAUSED BY THE PRODUCTS LIABILITY, NEGLIGENCE, PERFORMANCE OR NON-PERFORMANCE OF SSS, ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS, THEN THE CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SSS, ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS, FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.

O. Customer does for itself and all parties claiming under the Customer release and discharge SSS, its employees, agents, and subcontractors, from any and all hazards covered by insurance, it being agreed that no insurer shall have the right of subrogation against SSS, its employees, agents, or subcontractors.

P. This agreement is not assignable by Customer except on the prior written consent of SSS. Any assignment of this agreement by Customer without the prior written consent of SSS shall be null and void, and any such attempted assignment shall constitute a breach of this agreement. There is no intent by SSS to create, imply or establish a third party beneficiary or status of rights in any person, other than the rights of the Customer under the terms of this Agreement.

Q. SSS shall have the right to assign this agreement to any person or entity without notice to, or permission from, the Customer, and upon such assignment, SSS shall be relieved of any obligations created under this agreement. SSS shall have the right to subcontract any services it may perform under and pursuant to this agreement, and SSS shall not be liable for any loss or damage sustained by Customer caused by the negligence or other nonperformance of such third parties. This agreement, including disclaimers of warranty, exemptions from liability, even for negligence, limitation of liability and indemnifications inure to the benefit of and are applicable to any assignees, subcontractors and central station monitoring facilities of SSS.

R. This agreement is not binding unless approved in writing by an authorized representative of SSS. If such approval is not obtained, the only liability of SSS shall be to return to Customer the amount, if any, paid to SSS upon the signing of this agreement by sales representative.

S. The parties acknowledge and agree that a faxed, digital, or electronic copy of the signature of any party to this Agreement shall be valid and binding upon the parties for all purposes.

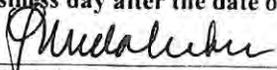
T. This writing (together with any individually signed separate service agreements and riders or amendments pertaining to this agreement) is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms of such agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This agreement may only be amended in writing signed by both parties.

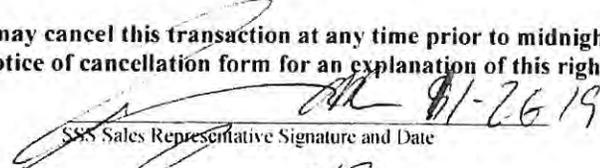
U. This agreement shall be governed by the laws of the State of Iowa, and any legal proceeding brought with respect to this agreement must be brought in the Iowa District Court for Story County, and the Customer consents to the exclusive jurisdiction of such court and waives any objection as to the venue of such court. Any action by the Customer against SSS must be commenced within one year of the accrual of the cause of action or shall be barred.

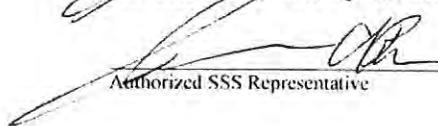
V. If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

W. Consent to Call Customer and Call List. Customer, for Customer and as the authorized agent of each person on the alarm call list, consents to SSS, the SSS monitoring facility, and any subcontractors on SSS's behalf (i) calling each such person's cell phone or other mobile device; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies SSS that the opt out of this clause (iii).

X. RESIDENTIAL CUSTOMERS ONLY: You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

 12/3/19
Customer Approval Signature and Date

 12-26-19
SSS Sales Representative Signature and Date


Authorized SSS Representative

July, August, September 2019

The first quarter of FY 2020 was a very busy one for the Treasurer's Office. The fiscal year kicked off with a bang with the Iowa DOT releasing the new blackout license plates which shot past everyone's expectations. Initially, IDOT had planned to only allow customers to order them online; but after a massive response in the first couple of weeks, they made a plan to stock the counties with blackout plates beginning in September. This made the county release coincide with the first week of property tax season and made for a very busy month of September in the office. The state was unable to acquire all of the necessary material for the plates, leaving us under supplied. However, by the end of 1Q our office was back in stock and steadily issuing them.

In July the office also moved to a new vendor for creating and mailing out the property tax statements. We followed the advice of the Iowa State County Treasurer's Association (ISCTA) to select The Master's Touch as our new vendor. This selection matches us with the County Assessor Office's move to the same vendor. A key piece of the selection was the availability for residents to opt in for receiving their statements (and assessments) through a verified email address. They also provided a smoother mailing process than our previous vendor.

In August Treasurer Ted Rasmussen, Operations Deputy Lori McDonald, and Finance Deputy Ardy Baldwin attended the ISAC Annual Conference in Des Moines. The conference covered multiple county issues and provided leadership focused training. Lori served on a panel during a session on Motor Vehicles as part of her service on the Motor Vehicle Task Force. The three also used the opportunity to meet with current and potential vendors and network with other Treasurers and staff members.

September was incredibly busy in the office as we collected over \$62 million in property taxes while also dealing with the demand for blackout plates. The current rate of return on investment began the fiscal year stagnating and steadily declining so during September we negotiated with our current banks for a better daily money market account return that will provide stable income until the end of the year. We will reassess investing in CDs and other opportunities in early calendar year 2020 based on the rate movements.

In the office our team has continued to do monthly development days. In July we met with Assessor Office staff and in August the Recorder's Office staff to discuss the Property and Property Tax lifecycle. We plan to meet with the Auditor in October and Planning and Development in November to continue learning how other departments prepare their pieces of the Property Tax cycle before passing it along to our office.

Data / Tables / Statistics

Cash and Investments

Invested Funds Summary

Type	7/31/2019		8/31/2019		9/30/2019	
	Amount	Percentage	Amount	Percentage	Amount	Percentage
Cash & Bank Accounts	\$11,983,773.50	39.07%	\$19,036,686.19	44.30%	\$27,634,374.67	28.50%
Iowa Public Agency Investment Trust	\$5,643,059.16	18.40%	\$10,890,609.59	25.34%	\$52,758,993.78	54.41%
Certificates of Deposit	\$13,042,819.68	42.53%	\$13,042,819.68	30.35%	\$16,572,799.17	17.09%
Totals	\$30,669,652.34	100.00%	\$42,970,115.46	100.00%	\$96,966,167.62	100.00%

Matured CD's - July	New Rate	
None		
Matured CD's - August		\$387,554.93
None		
Matured CD's - September	1.90%	\$12,215,770.60
Maxwell State Bank		\$62,145,221.85
Quarterly Total		\$74,748,547.38

LISTING OF CERTIFICATES OF DEPOSIT & OTHER INVESTMENTS
Story County Treasurer- as of September 30, 2019

Total \$16,572,799.17

Purchase Date	Maturity Date	Purchase Amount	Cash In Amount	Interest Rate	Term	Certificate Number	Bank	Ann Anticipated Interest	Interest Received	Notes
5/2/2012		\$5,805,549.63	\$1,275,501.86				National Financial Serv		\$305,549.63	
2/28/2012		\$60,175.35	\$60,000.00				Drainage Certs			12/20/2017/09/14/2018
2/28/2017	2/28/2018	\$506,018.00	\$506,018.00	1.20%	365	21012	South Story Bank	\$6,072.22	\$6,018.00	Renewed
3/3/2017	3/2/2018	\$500,000.00	\$500,000.00	1.10%	365	516992	Exchange State Bank	\$5,500.00	\$5,484.93	Renewed
3/5/2017	3/5/2018	\$500,000.00	\$500,000.00	1.10%	365	516991	Exchange State Bank	\$5,500.00	\$5,500.00	Renewed
6/22/2017	6/22/2018	\$1,061,552.37	\$1,061,552.37	1.40%	365	20196	South Story Bank	\$14,861.73	\$14,707.13	Renewed
6/26/2017	6/22/2018	\$506,763.77	\$506,763.77	1.40%	365	20888	South Story Bank	\$7,094.69	\$7,270.37	Renewed
9/15/2017	9/15/2018	\$500,000.00	\$500,000.00	1.25%	365	7877	Maxwell State Bank	\$6,250.00	\$6,249.99	Renewed
10/21/2017	10/21/2018	\$505,643.19	\$505,643.19	1.15%	365	20450	South Story Bank	\$5,814.90	\$5,843.19	Renewed
10/21/2017	10/21/2018	\$505,643.19	\$505,643.19	1.15%	365	20451	South Story Bank	\$5,814.90	\$5,643.19	Renewed
12/13/2017	12/13/2018	\$1,000,000.00	\$1,000,000.00	1.70%	365	31547	IPAIT	\$17,000.00	\$17,056.21	Renewed
12/24/2017	12/24/2018	\$506,335.94	\$506,335.94	1.30%	365	20511	South Story Bank	\$6,582.37	\$6,335.94	Renewed
12/30/2017	12/30/2018	\$506,410.04	\$506,410.04	1.30%	365	20956	South Story Bank	\$6,583.33	\$6,410.04	Renewed
12/31/2017	12/31/2018	\$506,422.36	\$506,422.36	1.30%	365	20519	South Story Bank	\$6,583.49	\$6,422.36	Renewed
2/28/2018	2/28/2019	\$507,315.70	\$507,315.70	1.50%	365	21012	South Story Bank	\$7,609.74	\$7,315.70	Cashed in
3/2/2018	3/1/2019	\$500,000.00	\$500,000.00	1.50%	365	516992	Exchange State Bank	\$7,500.00	\$7,479.45	Cashed in
3/5/2018	3/5/2019	\$500,000.00	\$500,000.00	1.50%	365	516991	Exchange State Bank	\$7,500.00	\$7,500.00	Cashed in
6/22/2018	6/22/2019	\$1,019,410.64	\$1,019,410.64	2.00%	365	21096	South Story Bank	\$20,388.21	\$19,410.64	Renewed
6/26/2018	6/26/2019	\$506,763.77	\$506,763.77	2.00%	365	20868	South Story Bank	\$10,135.28	\$9,903.94	Renewed
9/15/2018	9/15/2019	\$500,000.00	\$500,000.00	1.90%	365	7877	Maxwell State Bank	\$9,500.00	\$9,499.98	Renewed
10/21/2018	10/21/2019	\$506,871.90	\$506,871.90	2.75%	365	20450	South Story Bank	\$13,938.98	\$6,871.90	
10/21/2018	10/21/2019	\$506,871.90	\$506,871.90	2.75%	365	20451	South Story Bank	\$13,938.98	\$6,871.90	
12/24/2018	12/24/2019	\$507,358.38	\$507,358.38	2.95%	365	20511	South Story Bank	\$14,967.07	\$7,358.38	Semi Annual
12/30/2018	12/30/2019	\$507,355.31	\$507,355.31	2.95%	365	20956	South Story Bank	\$14,966.98	\$7,355.31	Semi Annual
12/31/2018	12/31/2019	\$507,354.79	\$507,354.79	2.95%	365	20519	South Story Bank	\$14,966.97	\$7,354.79	Semi Annual
1/3/2019	1/3/2020	\$1,000,000.00	\$1,000,000.00	2.85%	365	35954	IPAIT	\$28,505.00		
		\$6,500,000.00					IPAIT			Rolling CD
6/22/2019	6/22/2020	\$1,000,000.00	\$1,000,000.00	2.25%	365	20196	South Story Bank	\$22,500.00		
6/26/2019	6/26/2020	\$506,763.77	\$506,763.77	2.25%	365	20868	South Story Bank	\$11,402.18		
9/15/2019	9/15/2020	\$500,000.00	\$500,000.00	1.90%	365	7877	Maxwell State Bank	\$9,500.00		
		\$28,546,580.00	\$11,973,780.83							

Motor Vehicle Statistics

	Title Transfers	Registration Renewals	CC/DOR Debt Revenue	Revenue Generated	Total Revenue	Expenses	Net to County General Fund
Jul-19	1,719	10,323	\$5.00	\$70,722.67	\$70,727.67	\$24,086.57	\$46,641.10
Aug-19	1,957	9,653	\$5.00	\$65,093.51	\$65,098.51	\$23,357.60	\$41,740.91
Sep-19	1,626	9,561	\$0.00	\$63,898.83	\$63,898.83	\$25,164.92	\$38,733.91
Total	5,302	29,537	\$10.00	\$199,715.01	\$199,725.01	\$72,609.09	\$127,115.92

In Office Payment Statistics

July-September 2019

Receipt Type	Receipts Debit & Credit	Totals
Tax	83	\$59,207.00
Vehicle	2419	\$487,771.47
Misc	14	\$3,405.75
Total Receipts	2516	\$550,384.22

Collections for CC/DOR

	Clerk of Court	Dept of Rev	Totals
Jul-19	\$161.25		\$161.25
Aug-19	\$60.00		\$60.00
Sep-19			\$0.00
Total	\$221.25	\$0.00	\$221.25

DATE	#MV CUST	#MV RENEW	REGISTRATION FEES	ORGAN DONOR	SERVICE FEES	TOTAL MV \$	#TAX CUST	#TAX PARCEL	TAX PAID	SERVICE FEES	TOTAL TAX & FEES	TOTAL CUST	TOTAL TO COUNTY	TOTAL SERVICE FEES
Jul-9	1584	1932	\$327,737.50	\$102.80	\$3,277.97	\$325,103.07	242	271	\$61,241.21	\$1,914.44	\$61,532.65	1636	\$383,231.31	\$3,408.41
Aug-9	1410	2033	\$333,759.50	\$123.50	\$3,036.55	\$336,919.55	1168	1633	\$4,079,345.90	\$3,753.77	\$4,083,100.67	2578	\$4,413,229.93	\$6,790.45
Sep-9	1376	1942	\$327,250.00	\$95.00	\$2,887.52	\$330,240.52	2433	1593	\$25,188,385.30	\$11,969.45	\$28,180,325.75	3809	\$28,495,725.30	\$14,840.57
TOTAL	4180	5927	\$982,807.00	\$325.10	\$9,155.17	\$992,286.27	3543	17900	\$32,503,054.41	\$15,904.66	\$32,324,359.07	6023	\$33,232,165.51	\$25,040.83



**STORY COUNTY
CONSERVATION**

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

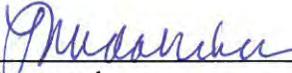
Memorandum

To: Story County Board of Supervisors
From: Michael D. Cox, Director
Date: December 3, 2019
Re: Approval of Bird Friendly County Application Submission

The Conservation and Planning and Zoning Departments have partnered with local volunteers to compile an application for the Bird Friendly County program. Final submission of this application must come from the Board of Supervisors.

We are encouraged by all the ways Story County is already keeping birds in mind and feel this is a strong application.

The Story County Conservation Board urges your approval.


Approval

12/3/19
Date

Disapproval

Date

By: Leanne A. Harter, AICP CFM, County Outreach and Special Projects Manager, Administration Building, 900 6th Street, Nevada, Iowa 50201 (515) 382-7247

ORDINANCE NO. 286

AN ORDINANCE AMENDING CHAPTER 80 – FLOODPLAIN MANAGEMENT PROGRAM OF THE *CODE OF ORDINANCES, STORY COUNTY, IOWA*, AS PROVIDED IN THE *CODE OF ORDINANCES, STORY COUNTY, IOWA*; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND ESTABLISHING AN EFFECTIVE DATE OF JANUARY 1, 2020.

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

Section 1. Purpose: The purpose of this Ordinance is to amend Chapter 80 – Floodplain Management Program, as shown in Attachment A, in the manner authorized by the *Code of Ordinances, Story County, Iowa*.

Section 2. Repealer: All other ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. 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 4. Effective Date: This ordinance shall be effective January 1, 2020, after its final passage, approval and publication of the ordinance or a summary thereof, as provided by law.

Action upon FIRST Consideration:

DATE: November 19, 2019

Moved by: Olson

Seconded by: Heddens

Voting Aye: Olson, Heddens, Murken

Voting Nay: None

Not Voting: None

Absent: None

Action upon SECOND Consideration:

DATE: 11/26/19

Moved by: Heddens

Seconded by: Olson

Voting Aye: Heddens, Olson, Murkens

Voting Nay: None

Not Voting: None

Absent: None

Action upon THIRD Consideration:

DATE: 12/3/19

Moved by: Olson

Seconded by: Heddens

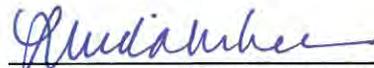
Voting Aye: Olson, Heddens, Murken

Voting Nay: None

Not Voting: None

Absent: None

ADOPTED THIS 3rd day of December, 2019.



Chairperson, Board of Supervisors

Attest:



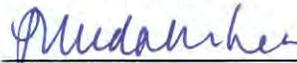
County Auditor

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 ___



CHAIRPERSON

Above tabulation made by _____

ATTACHMENT A

CHAPTER 80

FLOODPLAIN MANAGEMENT PROGRAM

80.01 Statutory Authority, Purpose, Findings of Fact	80.18 Action on Permit Application
80.02 Definitions	80.19 Construction and Use to be as Provided in Application and Plans
80.03 Lands to Which Chapter Applies	80.20 Appointment and Duties of Board of Adjustment
80.04 Establishment of Official Floodplain Map	80.21 Conditional Uses
80.05 Rules for Interpretation of District Boundaries	80.22 Appeals
80.06 Compliance	80.23 Variances
80.07 Abrogation and Greater Restrictions	80.24 Hearing and Decisions of the Board of Adjustment
80.08 Interpretation	80.25 Factors Upon Which the Decision to Grant Variances Shall be Based
80.09 Warning and Disclaimer of Liability	80.26 Conditions Attached to Variances
80.10 Severability	80.27 Appeals to the Court
80.11 Establishment of Districts	80.28 Nonconforming Uses
80.12 FW – Floodway District	80.29 Penalties for Violation
80.13 FF – Floodway Fringe District	80.30 Amendments
80.14 GF – General Floodplain District	80.31 Administrative Procedures for Floodplain Management and Regulation
80.15 Administration	
80.16 Floodplain Development Permit Required	
80.17 Application for Permit	

80.01 STATUTORY AUTHORITY, PURPOSE, AND FINDINGS OF FACT.

1. Statutory Authority. This chapter is established under authority of Chapter 331 of the *Code of Iowa*, as amended. This chapter establishes a development permit system that requires a permit for all development within areas of significant flood hazard as identified by the *Flood Insurance Study for Story County, Iowa, and Incorporated Communities* dated October 16, 2014, within the *Unincorporated Areas of Story County*. The original Flood Insurance Study for Story County, Iowa was adopted and implemented by the Story County Board of Supervisors on June 1, 1983.

(Amended – Ordinance No. 164, Ordinance No. 202)

2. Purpose. This chapter establishes a Floodplain Management Program for the unincorporated areas of Story County, Iowa, intended and designed to manage the use and development of land in those areas that would be inundated during a one percent annual chance or greater flood to minimize damage to property and threats to personal safety by protecting floodways from developmental encroachment, which would increase flood levels or impeded the free flow of flood waters, and by requiring special site planning and construction standards in the floodway fringe. The chapter is required to meet the minimum requirements for acceptance in the National Flood Insurance Program (NFIP) for counties that have a detailed Flood Insurance Study (FIS) issued by the Federal Emergency Management Agency (FEMA). It is the purpose of this chapter to protect and preserve the rights, privileges, and property of Story County and its residents, and to preserve and improve the peace, safety, health, welfare, and comfort and convenience of its residents by minimizing those flood losses described in this chapter, with provisions designed to:

- A. Reserve sufficient floodplain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially.
- B. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flood or which cause excessive increases in flood heights or velocities.

C. Require that uses vulnerable to floods, including public facilities that serve such uses, be protected against flood damage at the time of initial construction or substantial improvement.

D. Protect individuals from buying lands that may not be suited for intended purposes because of flood hazard.

E. Assure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.

3. Findings of Fact.

A. The flood hazard areas of Story County are subject to periodic inundation, which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare of the community.

B. These flood losses, hazards, and related adverse effects are caused by the: (i) occupancy of flood hazard areas by uses vulnerable to flood damages which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flooding; and (ii) cumulative effect of obstructions on the floodplain, causing increases in flood heights and velocities.

C. This chapter relies upon engineering methodology for analyzing flood hazards consistent with the standards established by the Iowa Department of Natural Resources (IDNR) and the Federal Emergency Management Agency (FEMA).

80.02 DEFINITIONS. Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

1. "Appurtenant structure" means a structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

2. "Base flood" means the flood having one percent chance of being equaled or exceeded in any given year for a given area.

3. "Base flood elevation" means the elevation floodwaters would reach at a particular site during the occurrence of a base flood event.

4. "Basement" means any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Also see "lowest floor."

5. "Development" means any manmade change to improved or unimproved real estate, including (but not limited to) building or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations. "Development" does not include minor projects or routine maintenance of existing buildings and facilities, as defined this section. It also does not include gardening, plowing, and/or similar practices that do not involve filling, grading, and/or excavating.

6. “Existing construction” means any structure for which the start of construction commenced before the effective date of the first floodplain management regulations adopted by Story County, and may also be referred to as “existing structure.”
7. “Existing factory-built home park or subdivision” means a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by Story County.
8. “Expansion of existing factory-built home park or subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
9. “Factory-built home” means any structure, designed for residential use, which is wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this chapter, factory-built homes include mobile homes, manufactured homes, and modular homes and recreational vehicles which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.
10. “Factory-built home park” means a parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.
11. “Flood” means a general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.
12. “Flood elevation” means the elevation floodwaters would reach at a particular site during the occurrence of a specific flood. For instance, the 1% annual chance flood elevation is the elevation of floodwaters related to the occurrence of the 1% annual chance flood.
13. “Flood insurance rate map” (FIRM) means the official map prepared as part of (but published separately from) the Flood Insurance Study, which delineates both the flood hazard areas and the risk premium zones applicable to the community.
14. “Flood insurance study” means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations.
15. “Floodplain” means any land area susceptible to being inundated by water as a result of a flood.
16. “Floodplain management” means an overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplains, including (but not limited to) emergency preparedness plans, flood control works, flood proofing and floodplain management regulations.
17. “Flood proofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures, including utility and sanitary facilities, which will reduce or eliminate flood damage to such structures.
18. “Floodway” means the channel of a river or stream and those portions of the floodplains adjoining the channel, which are reasonably required to carry and discharge

flood waters or flood flows so that confinement of flood flows to the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one foot.

19. “Floodway fringe” means those portions of the floodplain, other than the floodway, which can be filled, leveed, or otherwise obstructed without causing substantially higher flood levels or flow velocities.

20. “Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

21. “Historic structure” means any structure that is:

A. Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register;

B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either: (i) an approved state program as determined by the Secretary of the Interior; or (ii) directly by the Secretary of the Interior in states without approved programs.

22. “Lowest floor” means the floor of the lowest enclosed area in a building including a basement except when all the following criteria are met:

A. The enclosed area is designed to flood to equalize hydrostatic pressure during floods with walls or openings that satisfy the provisions of this chapter; and

B. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage; and

C. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least 18 inches above the one percent annual chance or greater flood level; and

D. The enclosed area is not a basement, as defined in this section.

In cases where the lowest enclosed area satisfies criteria A, B, C, and D above, the lowest floor is the floor of the next highest enclosed area that does not satisfy the criteria above.

23. “Minor projects” means small development activities (except for filling, grading and excavating) valued at less than \$500.00.

24. "New construction" (new buildings, factory-built home parks) means those structures or development for which the start of construction commenced on or after the effective date of the first floodplain management regulations adopted by Story County.
25. "New factory-built home park or subdivision" means a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by Story County.
26. "One percent annual chance or greater flood" means a flood, the magnitude of which has a one percent chance of being equaled or exceeded in any given year or which, on the average, will be equaled or exceeded at least once every 100 years.
27. "Recreational vehicle" means a vehicle that is:
- A. Built on a single chassis;
 - B. Four hundred square feet or less when measured at the largest horizontal projection;
 - C. Designed to be self-propelled or permanently towable by a light duty truck; and
 - D. Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.
28. "Repetitive loss" means any flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.
29. "Routine maintenance of existing buildings and facilities" means repairs necessary to keep a structure in a safe and habitable condition and which do not trigger a zoning permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs may include:
- A. Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;
 - B. Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work;
 - C. Basement sealing;
 - D. Repairing or replacing damaged or broken window panes;
 - E. Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.
30. "Special flood hazard area" means the land within a community subject to the "one percent annual chance or greater flood". This land is identified as Zone A, AE, AH, AO, AR, A1-30 or A99 on the community's Flood Insurance Rate Map.
31. "Start of construction" includes substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date. The actual start means either the first placement or

permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

32. "Structure" means anything constructed or erected on the ground or attached to the ground, including, but not limited to, buildings, factories, sheds, cabins, factory-built homes, storage tanks, and other similar uses.

33. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damage condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a ten-year period for which the costs of repairs at the time of such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

34. "Substantial improvement" means any improvement to a structure which satisfies either of the following criteria:

A. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. The term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed.

B. Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed after June 1, 1983, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.

The term does not, however, include any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe conditions for the existing use. The term also does not include any alteration of a historic structure, provided the alteration will not preclude the structure's designation as a historic structure.

35. "Variance" a grant of relief by a community from the terms of the floodplain management regulations.

36. "Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

80.03 LANDS TO WHICH CHAPTER APPLIES. The provisions of this chapter shall apply to all lands within the jurisdiction of Story County shown on the Official Floodplain Map as being within the boundaries of the Floodway, Floodway Fringe, and the General Floodplain Districts, as established herein.

80.04 ESTABLISHMENT OF OFFICIAL FLOODPLAIN MAP. The Flood Insurance Rate Maps prepared as part of the *Flood Insurance Study for Story County, Iowa, and Incorporated Communities* dated October 16, 2014, are hereby adopted by reference and declared to be the Official Floodplain Map. The flood profiles and all explanatory material contained with the Flood Insurance Study are also declared to be a part of this chapter.

(Amended – Ordinance No. 183, Ordinance No. 231)

80.05 RULES FOR INTERPRETATION OF DISTRICT BOUNDARIES. The boundaries of the district areas shall be determined by scaling distances on the Official Floodplain Map. When an interpretation is needed as to the exact location of a boundary, the Floodplain Manager shall make the necessary interpretation. The Story County Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Floodplain Manager in the enforcement or administration of this chapter.

(Amended – Ordinance No. 214, Ordinance No. 230, Ordinance No. 231)

80.06 COMPLIANCE. No structure or land shall hereafter be used and no structure shall be located, extended, converted or structurally altered without full compliance with the terms of this chapter and other applicable regulations that apply to uses within the jurisdiction of this chapter.

80.07 ABROGATION AND GREATER RESTRICTIONS. It is not intended by this chapter to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter imposes greater restrictions, the provision of this chapter shall prevail. All other ordinances inconsistent with this chapter are hereby repealed to the extent of the inconsistency only.

80.08 INTERPRETATION. In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State statutes.

80.09 WARNING AND DISCLAIMER OF LIABILITY. The standards required by this chapter are considered reasonable for regulatory purposes. This chapter does not imply that areas outside the designated Floodplain District areas will be free from flooding or flood damages. This chapter shall not create liability on the part of Story County, or any officer or employee thereof, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

80.10 SEVERABILITY. If any section, clause, provision or portion of this chapter is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this chapter shall not be affected thereby.

80.11 ESTABLISHMENT OF DISTRICTS. The floodplain areas within the jurisdiction of this chapter are hereby divided into the following districts:

1. Floodway District (FW)
2. Floodway Fringe District (FF)
3. General Floodplain District (GF).

The boundaries shall be as shown on the Official Floodplain Map. Within these districts, all uses not allowed as permitted uses or permissible as conditional uses as defined below are prohibited unless a variance to the terms of this chapter is granted after due consideration by the Story County Board of Adjustment. In no case shall the Story County Board of Adjustment grant a variance to the requirements of this chapter, which authorizes a permitted use not allowed in a particular zoning district as established in the Story County Land Development Regulations.

(Amended – Ordinance No. 202)

80.12 FW – FLOODWAY DISTRICT.

1. Statement of Intent. It is the intent of the FW Floodway District that the identified area is designed to carry floodwaters and is to be protected from developmental encroachment, which would increase flood levels or cause unnecessary damage to personal property or pose unnecessary threats to personal safety.

A. Buildings and structures that impede the free flow of floodwaters will not be allowed.

2. Permitted Uses. The following uses shall be permitted within the Floodway District to the extent they are not prohibited by any other ordinance or underlying zoning district as defined in the Story County Land Development Regulations and provided they do not include placement of structures, factory-built homes, fill, or other obstruction, the storage of material or equipment, excavation or alteration of a watercourse.

A. Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming and wild crop harvesting.

B. Industrial-commercial uses such as loading areas, parking areas, airport landing strips.

C. Private and public recreational uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, hiking and horseback riding trails.

D. Residential uses such as lawns, gardens, parking areas and play areas.

E. Such other open-space uses similar in nature to the above uses.

3. Development Standards. All uses in the FW Floodway District shall comply with the applicable requirements from the Story County Land Development Regulations as well as all development standards contained herein. The following standards shall be met:

A. No use shall cause any increase in the one percent annual chance or greater flood level. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

B. All uses within the FW Floodway District shall:

(1) Be consistent with the need to minimize flood damage.

- (2) Use construction methods and practices that will minimize flood damage.
- (3) Use construction materials and utility equipment that are resistant to flood damage.
- C. No use shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch or any other drainage facility or system.
- D. Utilities, if permitted, shall meet the applicable development standards of the Floodway Fringe District and shall be constructed or aligned to present the minimum possible resistance to flood flows.
- E. Buildings, if permitted, shall be designed for low flood damage potential and shall not be for human habitation.
- F. Storage of equipment or materials that are buoyant, flammable, explosive, or injurious to human, animal, or plant life is prohibited.
 - (1) Storage of other material may be allowed if readily removable from the FW Floodway District within an approved timeframe available after flood warning subject to submission and approval by the Floodplain Manager of an evacuation plan.
(Amended – Ordinance No. 230, Ordinance No. 231)
- G. Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. Such alterations or relocations must be approved by the Iowa Department of Natural Resources prior to approval of a permit by Story County.
- H. Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.
- I. Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.
(Amended – Ordinance No. 202, Ordinance No. 230)

80.13 FF – FLOODWAY FRINGE DISTRICT.

- 1. Statement of Intent. The intent of the FF Floodway Fringe District is to require special site planning and construction standards to minimize the threats to personal safety and damage to property caused by flooding.
- 2. Permitted Uses. All uses within the FF Floodway Fringe District shall be permitted to the extent that they are not prohibited by any other ordinance or underlying zoning district as defined in the Story County Land Development Regulations and provided they meet applicable performance standards of the FF Floodway Fringe District.
- 3. Development Standards. All uses in the FF Floodway Fringe District shall comply with the applicable requirements from the Story County Land Development Regulations as well as all development standards contained herein. The following standards shall be met:
 - A. Fill. Any fill allowed shall be subject to the following standards:

(1) No more than twenty percent (20%) of the area of the lot located in the Floodway Fringe District shall be filled above the grade as demonstrated on the 2-foot elevation contours as developed using elevation data from the State of Iowa's by the LiDAR program.

(2) The fill material must be compacted to at least ninety five percent (95%) of Standard Laboratory Maximum Dry Density (Standard Proctor), according to ASTB Standard D-698. Fill soils must be fine grained soils of low permeability such as those classified as CH, CL, SC or ML according to ASTM Standard D-2487, "Classification of Soils for Engineering Purposes". The fill material must be homogenous and isotropic.

(3) The fill cannot alter existing drainage patterns on the lot.

(4) A certification from an accredited soil testing professional, certifying that the requirements of this subsection are met, shall be submitted prior to issuance of any permits for further construction on the site.

B. New and Substantially Improved Structures. All new and substantially improved structures shall:

(1) Be adequately anchored to prevent flotation, collapse, or lateral movement of the structure.

(2) Use construction methods and practices that will minimize flood damage.

(3) Use construction materials and utility equipment that are resistant to flood damage.

(4) Fully enclosed areas below the lowest floor (not including basements) which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:

a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one foot above grade.

c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic entry and exit of floodwaters.

d. Such areas shall be used solely for parking of vehicles, building access and low damage potential storage.

(5) New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

(6) New and substantially improved structures must be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

C. Residential Buildings. All new or substantially improved residential structures shall have the lowest floor, (including basements), elevated a minimum of ~~18 inches~~ three (3) feet above the one percent annual chance or greater flood level. Construction shall be upon compacted fill meeting the requirements in Subsection 80.13.3.A which shall, at all points, be no lower than ~~18 inches~~ three (3) feet above the one percent annual chance or greater flood level and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon.

(1) Alternate methods of elevating (such as piers) may be allowed, subject to favorable consideration by the Board of Adjustment and concurrence of ~~IDNR~~ Iowa Department of Natural Resources, as a variance to requirements of Section 80.13(3)(~~BC~~), where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding.

(2) All new residential buildings shall be provided with a means of access which will be passable by wheeled vehicles during the one percent annual chance or greater flood.

D. Nonresidential Buildings. All new or substantially improved nonresidential buildings shall have the lowest floor (including basement) elevated a minimum of ~~18 inches~~ three (3) feet above the one percent annual chance or greater flood level, or together with attendant utility and sanitary systems, be flood proofed to such a level. When flood proofing is utilized, a professional engineer registered in the State of Iowa shall certify that the flood proofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the one percent annual chance or greater flood; and that the structure, below the one percent annual chance or greater flood level, is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to NGVD 1929) to which any structures are flood proofed shall be maintained by the Floodplain Manager.

E. Factory-Built Homes. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of ~~18 inches~~ three (3) feet above the one percent annual chance or greater flood level. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. The following specific requirements (or their equivalent) shall be met:

(1) Over-the-top ties shall be provided at each of the four corners of the factory-built home, with two additional ties per side at

intermediate locations and factory-built homes less than 50 feet long requiring one additional tie per side.

(2) Frame ties shall be provided at each corner of the home with five additional ties per side at intermediate points and factory-built homes less than 50 feet long requiring four additional per side.

(3) All components of the anchoring system shall be capable of carrying a force of 4,800 pounds.

(4) Any additions to factory-built homes shall be similarly anchored.

F. Utility and Sanitary Systems.

(1) On-site wastewater disposal and water supply systems, including geothermal wells, shall be located or designed to avoid impairment to the system or contamination from the system during flooding.

(2) All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system as well as the discharge of effluent into floodwaters.

(3) Wastewater treatment facilities (other than on-site systems) shall be provided with a level of flood protection equal to or greater than ~~18 inches~~ three (3) feet above the one percent annual chance or greater flood elevation.

(4) All new or replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system. Water supply treatment facilities (other than on-site systems) shall be provided with a level of protection equal to or greater than ~~18 inches~~ three (3) feet above the one percent annual chance or greater flood elevation.

(5) Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.

G. Storage of Equipment and Materials. Storage of equipment and materials that are flammable, explosive, or injurious to human, animal, or plant life is prohibited unless elevated a minimum of ~~18 inches~~ three (3) feet above the one percent annual chance or greater flood level. Other material and equipment must either be similarly elevated or: (i) not subject to major flood damage and anchored to prevent movement due to floodwaters; or (ii) readily removable from the area within the time available after flood warning, subject to submission and approval by the Floodplain Manager of an evacuation plan.

(Amended – Ordinance No. 230)

H. Flood Control Structures. Flood control structural works such as levees, flood walls, etc. shall provide, at a minimum, protection from a one percent annual chance or greater flood with a minimum of three feet of design freeboard and shall provide for adequate interior drainage. Structural flood control works shall be approved by the Iowa Department of Natural Resources.

I. Watercourse Alterations or Relocations. Watercourse alterations or relocations must be designed to maintain the flood carrying capacity within the altered or relocated portion. Such alterations or relocations must be approved by the Iowa Department of Natural Resources prior to approval of a permit by Story County.

J. No use shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch, or other drainage facility or system.

K. Subdivisions. Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable development standards of this chapter as well as those regulations defined in the Story County Land Development Regulations.

(1) Subdivision proposals intended for residential development shall provide all lots with a means of vehicular access that will remain dry during occurrence of the one percent annual chance or greater flood.

(2) ~~Proposed subdivision plats greater than five acres or 50 lots (whichever is fewer)~~ Preliminary and Final Plats for all new subdivisions shall include base flood elevation data for those areas located within the Floodway, Floodway Fringe, or General Floodplain Districts ~~on the preliminary plat and final plat.~~

L. Accessory Structures to Residential Uses.

(1) Detached garages, sheds, and similar structures that are incidental to a residential use are exempt from the base flood elevation requirements where the following criteria are satisfied.

a. The structure shall be designed to have low flood damage potential. Its size shall not exceed 600 sq. ft. in size. Those portions of the structure located less than one (1) foot above the ~~BFE~~ one percent annual chance or greater flood elevation must be constructed of flood-resistant materials.

b. The structure shall be used solely for low flood damage potential purposes such as vehicle parking and limited storage. The structure shall not be used for human habitation.

c. The structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters.

d. The structure shall be firmly anchored to resist flotation, collapse and lateral movement.

e. The structure's service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least three (3) feet ~~one foot~~ above the one percent annual or greater flood elevation.

f. The structure's walls shall include openings that satisfy the provisions of Section 80.13(3)(AB).

(2) Exemption from the one percent annual chance or greater flood elevation requirements for such a structure may result in increased premium rates for flood insurance coverage of the structure and its contents.

M. Recreational Vehicles.

(1) Recreational vehicles are exempt from the requirements of paragraph ~~D~~ E of this subsection regarding anchoring and elevation of factory-built homes when the following criteria are satisfied.

a. The recreational vehicle shall be located on the site for less than 180 consecutive days; and

b. The recreational vehicle must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system and is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

(2) Recreational vehicles that are located on the site for more than 180 consecutive days and are not ready for highway use must satisfy requirements of paragraph ~~D~~ E of this subsection regarding anchoring and elevation of factory-built homes.

N. Pipeline Crossings. Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation, ~~and~~ meandering, and the action of flood flows.

(Amended – Ordinance No. 202)

80.14 GF – GENERAL FLOODPLAIN DISTRICT.

1. Statement of Intent. The GF General Floodplain District reflects those areas that would be inundated during a one percent annual chance or greater flood, but for which specific flood elevations and Floodway and Floodway Fringe limits have not been established. It is the intent of the GF General Floodplain District to impose the development standards of the Floodway and Floodway Fringe after a determination is made to identify the Floodway and Floodway Fringe areas on an individual project basis.

2. Applicant's Burden to Define Floodway and Floodway Fringe Boundary. Where one percent annual chance or greater flood data has not been provided in the Flood Insurance Study, the burden to demonstrate the boundary of the Floodway and Floodway Fringe rests on the applicant.

3. Permitted Uses. The following uses shall be permitted within the GF General Floodplain District to the extent they are not prohibited by any other ordinance or underlying zoning district as defined in the Story County Land Development Regulations and provided they do not include placement of structures, factory-built homes, fill or other obstructions, the storage of materials or equipment, excavation or alteration of a watercourse.

A. Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming and wild crop harvesting.

B. Industrial-commercial uses such as loading areas, parking areas, airport landing strips.

C. Private and public recreational uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, hiking and horseback riding trails.

D. Residential uses such as lawns, gardens, parking areas and play areas.

E. Replacement or Newly Constructed Bridges and/or Culverts. The requirement to define the floodway and floodway fringe boundary does not apply to proposed replacement or newly constructed bridges and/or culverts wherein the bridge and/or culvert is:

(1) Located in a rural (unincorporated) area where the stream drains less than 100 square miles or in an urban (incorporated) area where the stream drains less than two square miles; and

(2) Not associated with a channel modification that constitutes a channel change as specified in 567-71.2(1)b, Iowa Administrative Code.

In cases of bridges and/or culverts not in compliance with the aforementioned criteria, as well as projects not associated with bridges and/or culverts located within the GF General Floodplain, the following development standards shall apply and review by the Iowa Department of Natural Resources is required.

4. Within the GF General Floodplain District, any uses which involve placement of structures, factory-built homes, fill or other obstructions; the storage of materials or equipment; excavation; or alteration of a watercourse may be allowed only upon issuance of a zoning permit. All such uses shall be reviewed by the Iowa Department of Natural Resources prior to Story County taking action on a zoning permit to determine:

A. Whether the land involved is either wholly or partly within the floodway or floodway fringe; and

B. The one percent annual chance flood level. The applicant shall be responsible for providing the Iowa Department of Natural Resources with sufficient technical information to make the determination.

5. Development Standards. The applicant for a Floodplain Development Permit shall provide sufficient technical information to make a determination as to whether the land involved is either partly or wholly within the Floodway and Floodway Fringe and to determine the one percent annual chance or greater flood elevation.

A. All uses or portions thereof to be located in the Floodway shall meet the applicable standards of the FW Floodway, including no increase in base flood elevation.

B. All uses or portions thereof to be located in the Floodway Fringe shall meet the standards of the FF Floodway Fringe.

80.15 ADMINISTRATION. The ~~Planning and Development Director~~ ~~Story County Outreach and Special Projects Manager~~ is hereby appointed to implement and administer the provisions of this chapter and is referenced herein as the Floodplain Manager. Duties and responsibilities of the Floodplain Manager shall include, but not necessarily be limited to the following:

1. Review all floodplain development permit applications to assure that the provisions of this chapter are satisfied.
2. Review floodplain development applications to assure that all necessary permits have been obtained from federal, state and local governmental agencies including approval when required from the Iowa Department of Natural Resources for floodplain construction.
3. Record and maintain records of: (i) elevation (in relation to NGVD 1929) of the lowest floor (including basement) of all new or substantially improved structures; or (ii) elevation to which new or substantially improved structures have been flood proofed.
4. Notify adjacent communities/counties and the Iowa Department of Natural Resources prior to any proposed alteration or relocation of a watercourse and submit evidence of such notifications to the Federal Emergency Management Agency.
5. Keep a record of all permits, appeals and such other transactions and correspondence pertaining to the administration of this chapter.
6. Notify the Federal Insurance Administration of any annexations or modifications to the County's boundaries.
7. Review subdivision proposals to insure such proposals are consistent with the purpose of this chapter and advise the Planning and Zoning Commission and Board of Supervisors of potential conflict.

(Amended – Ordinance No. 202, Ordinance No. 214, Ordinance No. 230, Ordinance No. 231)

80.16 FLOODPLAIN DEVELOPMENT PERMIT REQUIRED. A floodplain development permit issued by the Floodplain Manager shall be secured prior to any floodplain development as defined in Subsection 80.02 Definitions ~~(any manmade change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, filling, grading, paving, excavation or drilling operations, including the placement of factory built homes).~~

(Amended – Ordinance No. 230, Ordinance No. 231)

80.17 APPLICATION FOR PERMIT. Application shall be made on forms furnished by the Floodplain Manager and shall include the following:

1. Description of the work to be covered by the permit for which application is to be made.
2. Description of the land on which the proposed work is to be done (i.e., parcel identification number, lot, block, track, street address or similar description) that will readily identify and locate the work to be done.
3. Identification of the use or occupancy for which the proposed work is intended.
4. Elevation of the one percent annual chance or greater flood.

5. Elevation (in relation to NGVD 1929) of the lowest floor (including basement) of buildings or of the level to which a building is to be flood proofed.
6. For buildings being improved or rebuilt, the estimated cost of improvements and market value of the building prior to the improvements.
7. Such other information as the Floodplain Manager deems reasonably necessary (e.g., drawings or a site plan) for the purpose of this chapter. Upon completion of the work, additional information may be required to be submitted, such as a no-rise certification, elevation certificate, and/or other required engineering documents as determined by the Floodplain Manager.

(Amended – Ordinance No. 230, Ordinance No. 231)

80.18 ACTION ON PERMIT APPLICATION. The Floodplain Manager shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable standards of this chapter and shall approve or deny the application. For denials, the applicant shall be informed, in writing, of the specific reasons therefor. The Floodplain Manager shall not issue permits for variances except as directed by the Story County Board of Adjustment in accordance with Section 80.23.

(Amended – Ordinance No. 230, Ordinance No. 231)

80.19 CONSTRUCTION AND USE TO BE AS PROVIDED IN APPLICATION AND PLANS. Floodplain development permits issued on the basis of approved plans and applications authorize only the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement, or construction at variance with what is authorized shall be deemed a violation of this chapter. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the State of Iowa, that the finished fill, building floor elevations, flood proofing, or other flood protection measures were accomplished in compliance with the provisions of this chapter, prior to the use or occupancy of any structure. Such certifications shall be on FEMA forms.

80.20 APPOINTMENT AND DUTIES OF BOARD OF ADJUSTMENT. A Board of Adjustment is hereby established, which shall hear and decide: (i) applications for conditional uses upon which the Board of Adjustment is authorized to approve under the Story County Land Development Regulations; (ii) appeals; and (iii) requests for variances to the provisions of this chapter, and shall take any other action required of the Board of Adjustment.

80.21 CONDITIONAL USES. Requests for conditional uses shall be processed in accordance with the requirements set forth in Chapter 90 of the Story County Land Development Regulations. Such requests shall include information ordinarily submitted with applications as well as any additional information deemed necessary to the Board of Adjustment and a statement of compliance with the adopted floodplain regulations as set forth herein, as provided by the Floodplain Manager.

80.22 APPEALS. Where it is alleged there is any error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this chapter, the aggrieved party may appeal such action. The notice of appeal shall be filed with the Board of Adjustment and with the official from whom the appeal is taken and shall set forth the specific reason for the appeal. The official from whom the appeal is taken shall transmit to the Board of Adjustment all the documents constituting the record upon which the action appealed from was taken.

80.23 VARIANCES. The Board of Adjustment may authorize upon request in specific cases such variances from the terms of this chapter which will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter will result in unnecessary hardship. All variances granted shall have the concurrence or approval of the Iowa Department of Natural Resources. Variances granted must meet the following applicable standards.

1. Variances shall only be granted upon: (i) a showing of good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and (iii) a determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local codes or ordinances.
2. Variances shall not be issued within any designated floodway if any increase in flood levels during the one percent annual chance or greater flood would result. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
3. Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
4. In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the Floodplain Manager that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage; and (ii) such construction increases risks to life and property.

80.24 HEARINGS AND DECISIONS OF THE BOARD OF ADJUSTMENT.

1. Hearings. Upon the filing with the Board of Adjustment of an appeal, an application for a conditional use or a request for a variance, the Board shall hold a public hearing. The Board shall fix a reasonable time for the hearing and give public notice thereof, as well as due notice to parties in interest. At the hearing, any party may appear in person or by agent or attorney and present written or oral evidence. The Board may require the appellant or applicant to provide such information as is reasonably deemed necessary and may request the technical assistance and/or evaluation of a professional engineer or other expert person or agency, including the Iowa Department of Natural Resources.
2. Decisions. The Board shall arrive at a decision on an appeal, conditional use or variance within a reasonable time. In passing upon an appeal, the Board may, so long as such action is in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall make its decision, in writing, setting forth the findings of fact and the reasons for its decision. In granting a conditional use or variance, the Board shall consider such factors as contained in this section and all other relevant sections of this chapter and may prescribe such conditions as contained herein.

80.25 FACTORS UPON WHICH THE DECISION TO GRANT VARIANCES SHALL BE BASED. In passing upon applications for variances, the Board shall consider all relevant factors specified in other sections of this chapter and:

1. The danger to life and property due to increased flood heights or velocities caused by encroachments.
2. The danger that materials may be swept on to other land or downstream to the injury of others.
3. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
4. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
5. The importance of the services provided by the proposed facility to the County.
6. The requirements of the facility for a floodplain location.
7. The availability of alternative locations not subject to flooding for the proposed use.
8. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
9. The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
10. The safety of access to the property in times of flood for ordinary and emergency vehicles.
11. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwater expected at the site.
12. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities (sewer, gas, electrical and water systems), facilities, streets and bridges.
13. Such other factors which are relevant to the purpose of this chapter.

80.26 CONDITIONS ATTACHED TO VARIANCES. Upon consideration of the factors listed above, the Board of Adjustment may attach conditions to the granting of variances as it deems necessary to further the purpose of this chapter. Such conditions may include, but not necessarily be limited to:

1. Modification of waste disposal and water supply facilities.
2. Limitation of periods of use and operation.
3. Imposition of operational controls, sureties, and deed restrictions.
4. Requirements for construction of channel modifications, dikes, levees, and other protective measures, provided such are approved by the Iowa Department of Natural Resources and are deemed the only practical alternative to achieving the purpose of this chapter.
5. Flood proofing measures. Flood proofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The Board of Adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the flood proofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.

80.27 APPEALS TO THE COURT. Any person or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within 30 days after the filing of the decision in the office of the Board.

80.28 NONCONFORMING USES. A structure or the use of a structure or premises which was lawful before the passage or amendment of this chapter, but which is not in conformity with the provisions of this chapter, may be continued subject to the following conditions:

1. If such use is discontinued for six consecutive months, any future use of the structure or land shall conform to this chapter.
2. Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.
3. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50 percent of the market value of the structure before the damage occurred, unless it is reconstructed in conformity with the provisions of this chapter.

Except as provided in subsection 2 of this section, any use which has been permitted as a conditional use or variance shall be considered a conforming use.

80.29 PENALTIES FOR VIOLATION. Violations of the provisions of this chapter or failure to comply with any of the requirements (including violations of conditions and safeguards established in connection with the approval of permits, conditional uses, or variances) shall be enforced in accordance with Chapter 3 of this Code of Ordinances. Nothing herein contained shall prevent Story County from taking such other lawful action as is necessary to prevent or remedy a violation. *(Amended – Ordinance No. 230, Ordinance No. 231)*

80.30 AMENDMENTS. The regulations and standards set forth in this chapter may from time to time be amended, supplemented, changed, or repealed. No amendment, supplement, change, or modification shall be undertaken without prior approval of the Iowa Department of Natural Resources.

80.31 ADMINISTRATIVE PROCEDURES FOR FLOODPLAIN MANAGEMENT AND REGULATION. Story County implements the floodplain management responsibilities of this chapter through the Administrative Procedures for Floodplain Management and Regulation that outline the requirements and regulations that will be applied to any development within the floodplain. The Administrative Procedures for Floodplain Management and Regulation contain the following:

1. Statement of Intent
2. Applicable Regulations
3. Floodplain Manager
4. Floodplain Permits
5. Enforcement
6. Variances and Appeals Process
7. Records

8. Fees
9. Maintenance and Updates to Administrative Forms
10. Map Appeals and Revisions
11. Maintenance of Floodplain Maps and Flood Data
12. Post Flood Standard Operating Procedures

The Administrative Procedures for Floodplain Management and Regulation are adopted by the Story County Board of Supervisors by resolution and are reviewed on a biennial basis and amended as required.



Aureon™ Communications, LLC Service Agreement

Agreement #: 3777488273

Term: 36 Month

This Agreement is made between Aureon™ Communications, LLC ("Aureon") (Provider) and Story County (Client).

Client: Story County				Provider: Aureon™ Communications, LLC			
Address: 900 6th Street Nevada, IA 50201				Address: 7760 Office Plaza Drive South West Des Moines, IA 50266			
Contact: Barbara Steinback				Contact: Ron Schmudlach			
Phone: 5153827302				Phone: (515) 245-7741			
Email: bsteinback@storycountyiowa.gov				Email: Ron.Schmudlach@aureon.com			
Street Address	City	State	Zip	Product Description	Qty	MRC	NRC
1315 South B Avenue - Sheriff	Nevada	IA	50201	IP Fax ATA	1	\$ 25.00	\$ 15.00
<i>** Taxes and surcharges are not included**</i>					Total	\$ 25.00	\$ 15.00

TERM. The term of this Agreement, as priced above, commences on the In-Service date. In-Service date is defined as the date that billing begins. This period during the term commencing on the In-Service date and expires based on the contract term as identified above, shall be referred to as a "Contract Period." The Contract Period shall begin on the In-Service date. Thereafter be automatically renewed for successive terms of one (1) year each, subject to the right of either Party to terminate this Agreement by giving the other Party written notice of termination not less than sixty (60) days prior to the expiration date of the then current term.

ACCEPTABLE USE POLICY. Provider's Acceptable Use Policy is available on request and subject to change from time to time.

SERVICE LEVEL AGREEMENT. Provider's Service Level Agreement is available on request and subject to change from time to time.

TERMINATION. Client may elect to terminate this Agreement for its own convenience upon thirty (30) days prior written notice to Provider. In the event Client elects to terminate this Agreement prior to the expiration of the term, Client shall be responsible for an amount constituting liquidated damages. In the event Client elects to terminate this Agreement, Client shall be responsible to pay the penalty of 100% of the monthly charges for the remaining portion of Contract Period. Equipment included in the monthly recurring price remains the property of Provider. Upon termination for any reason, this equipment shall be returned to Provider in the same condition as provided to Client except for normal wear and tear. If Client damages equipment provided by Provider, Client will be billed for replacement of equipment. In the event fiber construction is required to provide service described above and the cost of the fiber construction exceeds 20% of the initial cost due to unforeseen issues and Client is unwilling to adjust pricing of this Agreement to compensate Provider for these increased costs, either Party has the right to terminate this Agreement immediately. If contract is signed by both parties and Client wishes to terminate service before in-service date begins, Client will be responsible for any expenses incurred by Provider directly related to Client's establishment of service.

CLIENT OBLIGATIONS. Client agrees to conduct business in a courteous and professional manner with Provider and Client has the following obligations: To permit the installation of monitoring and maintenance software as needed on Client equipment; To ensure that requests for Services are made as tickets initiated by Client calling Provider's primary published phone numbers (and not Provider staff direct phone numbers) or by e-mailing Provider's published support email address (and not Provider staff's direct email addresses); To ensure that requests for Service contain sufficient information to enable the problem to be investigated; To ensure that equipment is available (powered on, online, with power saving modes disabled) to Provider for maintenance outside of standard business hours on a regular basis; To ensure the availability and cooperation of reasonably skilled staff on-site to respond to queries from and to implement instructions from Provider; To ensure physical access to the demarcation point and Provider supported equipment as needed; To ensure that staff are reasonably trained in the correct use of equipment or software; Not to seek or use equipment or software outside of their specified functionality; To authorize replacement of Provider supported equipment according to the manufacturer's recommended refresh cycle; To inform Provider reasonably in advance of any proposed system or facility changes, and to obtain advance approval from Provider before carrying out any tasks to supported equipment or software other than normal day to day use. It will be the Client's responsibility to cancel any services being replaced by Provider's service and Provider will not be responsible for any charges from Client's current provider.

WARRANTIES AND REMEDIES. Provider warrants that it will perform substantially in accordance with the Services herein. Client understands that some communication technologies incur overhead at the expense of the advertised speed. Provider retains the right to utilize reasonable network management practices tailored to achieve legitimate network management purposes. Provider retains the right to determine the priority of Services or any request for service from Client. This warranty is void if Provider's failure to achieve performance targets has resulted from accident, abuse, misapplication, abnormal use, or failure of Client to fulfill Client Obligations. Except for any refund elected by Provider, Client is not entitled to any damages, including but not limited to, consequential damages, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. Except for the aforementioned warranty and the maximum extent permitted by applicable law, Provider provides services as is and with all faults, and hereby disclaims all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, or accuracy or completeness of responses, of results, of lack of viruses, of lack of negligence, all with regard to Services, and the provision of or failure to provide support or other services, information, software, and related content through the Services or otherwise arising out of the use of Services.

LIMITATION OF LIABILITY. CLIENT HEREBY ACKNOWLEDGES THAT ALL COMPUTER DATA NETWORKS AND BACKUP SYSTEMS INCORPORATE A RISK OF DATA LOSS, DOWN TIME, AND UNAUTHORIZED INTRUSIONS AND THAT PROVIDER IS NOT LIABLE FOR ANY LOSS, CORRUPTION, OR BREACH OF CLIENT'S DATA. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party. Such causes include, but are not limited to, hardware failure, electricity interruptions, any and all other third party interruptions, including, but not limited to, vendor failure, interruption, and bankruptcy, acts of God, acts of civil or military authority, government regulations superimposed after the fact, strikes, lockouts, fires, floods, and other natural disasters. To the maximum extent permitted by applicable law, in no event shall Provider be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use Services, the provision of or failure to provide Services, or other services, information, software, and related content through the Services or otherwise arising out of the use of Services, or otherwise under or in connection with any provision of this Agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract, or breach of warranty of Provider, and even if the Provider has been advised of the possibility of such damages.

Notwithstanding any damages that Client might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Provider under any provision of this Agreement and Client's exclusive remedy for all of the foregoing (except for any remedy or repair elected by Provider with respect to any breach of the warranty) shall be limited to the amount actually paid by Client to Provider.

INDEMNIFICATION. Provider and Client shall mutually and bilaterally agree to indemnify, defend and hold harmless the other Party, and their directors, officers, employees, agents, stockholders and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees) which arise out of or relate to the injury or death of any person, or damage to any property resulting from such Party's or its contractors', employees' or agents' actions or omissions regarding the Services being provided under this Agreement. In addition, Provider agrees to indemnify, defend and hold harmless Client and its directors, officers, employees, agents, stockholders and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees) which arise out of or relate to a claim that the Services infringe upon the proprietary or intellectual property rights of a third party.

MISCELLANEOUS. This Agreement and the Appendices attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements, and understandings with respect hereto. The parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within one (1) year of the date of the breach, without regard to the date the breach is discovered. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of Iowa. The place of this contract, its situs and forum, shall be Iowa, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Client agrees to provide to Aureon's contractor in advance of construction a list all known underground obstructions (i.e., sprinkler lines, water lines, utility lines, hazardous materials, subsurface objects, lines/conduits, etc.) within the proposed designed pathway so that disruption or damage to owner property and services during the installation process can be avoided. Aureon's contractor will attempt to locate all items listed by the Client. Any damages occurring to unlisted items will be the Client's responsibility and expense to repair/replace.

AGREED TO BY CLIENT	Approved by Aureon
By: <i>Linda Murken</i>	By:
Signature: <i>[Signature]</i>	Signature:
Title: <i>Chair, Bd of Supervisors</i>	Title:
Date: <i>12-3-19</i>	Date:



STORY COUNTY Facilities Management

JOBY BROGDEN

Director
515.382.7401

JON EICKHOLT

Assistant
515.382.7402

Story County Administration
900 6th St.

Nevada, Iowa 50201
515.382.7404 FAX

DATE: November 21, 2019
TO: Board of Supervisors
FROM: Joby J. Brogden JB
RE: Access Badges for Clerk of Courts office

It has been requested of the Facilities Management Department to provide Identification badges instead of access fobs for the Clerk of Courts office, located at the Story County Justice Center.

Facilities Management Department would like the Story County Board of Supervisors to discuss and consider this request, not only for the Clerk of Courts but to also consider other judicial employees who work at the Justice Center facility.

APPROVED **DENIED**
Board Member Initials: JB
Meeting Date: 12-3-19
Follow-up action: _____

Joby J. Brogden

From: Shannon.Brucklacher@iowacourts.gov
Sent: Friday, November 15, 2019 2:03 PM
To: Facilities Management - Work Orders
Cc: Paul H. Fitzgerald
Subject: Picture ID's

[External Sender - Please Use Caution]

Paul Fitzgerald had come over to my office today and had told me that if we have a picture fob or ID, his officers would not need to search all of our belongings each time we come in the front door when they are running security.

I would like to ask that picture fobs be provided to myself and my office staff so that we can bypass the front door security searches.

I know that Teri had come over to our office a couple of years ago and took all of our pictures, so I know those would be available to use. There are 10 people in the Clerk's office in Nevada.

I would appreciate your consideration in this matter.

Thank you!



Shannon Brucklacher | Story County Clerk of District Court
1315 South B Avenue
Nevada | Iowa | 50201
515.382.7411 | Nevada

515.239.5302 | Ames
shannon.brucklacher@iowacourts.gov
www.iowacourts.gov

The Iowa Judicial Branch dedicates itself to providing independent and accessible forums for the fair and prompt resolution of disputes, administering justice under law equally to all persons.

APPROVED **DENIED**

Board Member Initials: gmc

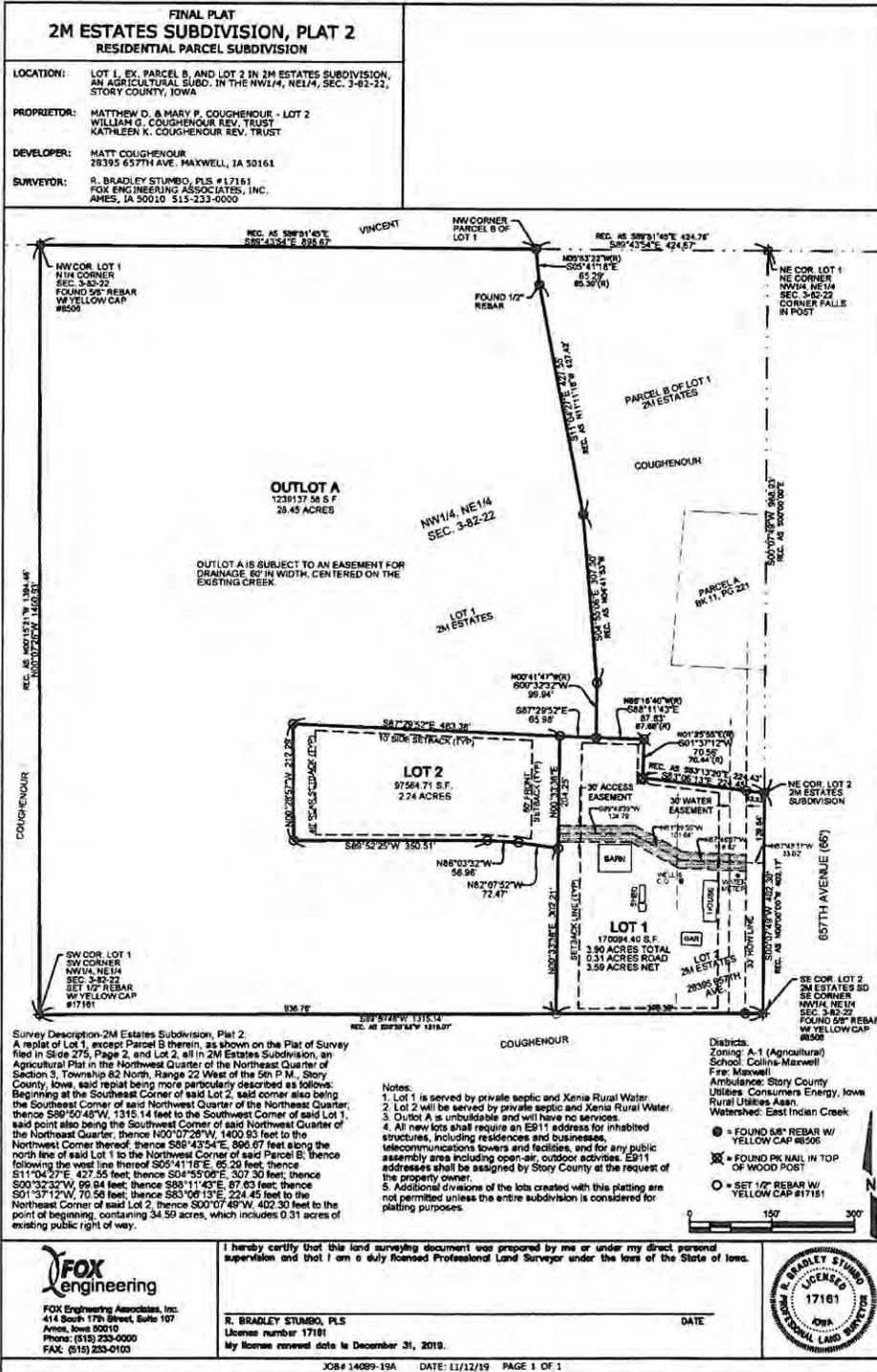
Meeting Date: 12-3-19

Follow-up action: _____

ATTACHMENT A

Lot Two (2), 2M Estates Agricultural Subdivision, Story County, Iowa, and Lot One (1), 2M Estates Agricultural Subdivision, Story County, Iowa, except Parcel "B" a part of Lot 1, 2M Estates Agricultural Subdivision, Story County, Iowa, as shown on the Plat of Survey recorded on March 8, 2006, as Inst. No. 06-02644, Slide 275, Page 2.

ATTACHMENT B



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

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.

DATE _____

R. BRADLEY STUMBO, PLS
 License number 17161
 My license renewed date is December 31, 2018.



Staff Report

Board of Supervisors

Date of Meeting:
December 3, 2019

Case Number SUB12-19

Residential Parcel Subdivision – 2M Estates Subdivision, Plat 2
Resolution No. 20-43

APPLICANT: Matthew Coughenour
28395 657th Avenue
Maxwell, Iowa, 50161

STAFF PROJECT MANAGER: Amelia Schoeneman, Planner

SUMMARY: A Residential Parcel Subdivision request to create two development lots as follows: proposed Lot 1, a 3.59 net-acre lot containing the existing single-family dwelling and accessory structures at 28395 657th Avenue, and proposed Lot 2, a 2.24 net-acre lot located to the west of proposed Lot 1, which would be considered buildable for a dwelling. There are no current plans to construct a dwelling on proposed Lot 2 and it will continue to be used as a grazing area. One of the applicant's children may construct a dwelling on the lot in the future. The subdivision also includes a 28.45 net-acre outlot, which includes an area in crop production and natural areas around a stream that connects to East Indian Creek. All requirements for a residential parcel subdivision are met. Planning staff recommends approval of the proposed Residential Parcel Subdivision Plat as requested by the applicant.





Property Owners

COUGHENOUR, WILLIAM G FAMILY TRUST
COUGHENOUR, KATHLEEN K REV TRUST
COUGHENOUR, KATHLEEN K TRUSTEE
COUGHENOUR, KATHLEEN K, MARK T & MARTIN A TRUSTEES
COUGHENOUR, MATTHEW D & MARY P

Parcel Identification Number

15-03-200-180 and 15-03-200-115

Property Address

28395 657th Avenue
Maxwell, Iowa, 50161

Location of Subdivision

Indian Creek Township (Section 03, Township 82, Range 22)

Size of Area

34.59 acres (total acreage of subdivision)

Districts

A-1 Agricultural Zoning District
Collins-Maxwell School District
Story County Ambulance and Maxwell Fire Department
Consumers Energy and Iowa Regional Utilities Association
East Indian Creek Watershed

Cities within Two Miles

None

Description of Proposed Subdivision and Current Land Use

The application is to consider a request for a Residential Parcel Subdivision to create two lots:

1. Proposed Lot 1, a 3.59 net-acre lot containing the existing single-family dwelling and accessory structures at 28395 657th Avenue.
2. Proposed Lot 2, a 2.24 net-acre lot located to the west of proposed Lot 1, which would be considered buildable for a dwelling. There are no current plans to construct a dwelling on proposed Lot 2 and it will continue to be used as a grazing area. One of the applicant's children may construct a dwelling on the lot in the future.
3. Outlot A, a 28.45 net-acre outlot, which includes an area in crop production and natural areas around a stream that connects to East Indian Creek. Outlots are intended to be used as open space or for a future subdivision and no zoning permit can be issued for a structure on an outlot.

Currently, the area proposed to be platted as the 2M Estates Subdivision, Plat 2, is two parcels. One is 1.22 net-acres and contains a dwelling and garage. The other parcel is 32.98 net-acres and includes



approximately 10.5 acres in row crop production, 2.5 acres used for grazing, and a small area that contains accessory structures that were previously used for the family's farming operation. The remaining 18 acres are a treed area around a stream that flows to East Indian Creek.

The applicant currently resides in the dwelling on proposed Lot 1 and has a grain trucking home business. The dwelling was constructed in 1999 and replaced the 1900s farm dwelling. The dwelling meets the farmstead exception to the 35-acre lot size requirement in the A-1 Agricultural District. The trucks for the grain trucking business are stored in a barn on the other parcel proposed to be platted as part of the subdivision, which is under the ownership of the applicant's mother and siblings. This portion of the property is proposed to be part of Lot 1. A home business permit application has been submitted by the applicant and may be issued administratively by the Planning and Development Department once the subdivision is approved and the applicant takes ownership of the barn.

The property was previously platted as the 2M Estates Agricultural Subdivision in 1999. Since it's platting, Lot 1 in the 2M Estates Agricultural Subdivision was further divided once in 2006 through a plat of survey. Any further divisions require a subdivision. The applicant's initial intent with the subdivision was to replat and purchase the land with the barn and other accessory structures, as well as the grazing area that he uses for goats and occasionally cows. This likely could have been accomplished through an agricultural subdivision. However, the applicant expressed interest in creating an additional building lot in case one of his children wishes to build a house on the property in the future. Because agricultural subdivisions cannot create development lots, a residential parcel subdivision was instead submitted. The residential parcel subdivision process was adopted in 2012. This allows parcels zoned A-1 Agricultural District to be divided into two lots to create an additional buildable for a single-family dwelling. A minimum lot size of one-acre, having an existing dwelling on the property, and other requirements of Chapter 87.08 of the Story County Land Development Regulations, listed below, must be met.

Only proposed Lot 1 with the existing dwelling has frontage on 657th Avenue. Lots created through the residential parcel subdivision process are excepted from the requirement that new lots approved by the Board of Supervisors must have frontage. An access easement for Lot 2 is required. Proposed Lot 1 has two access on 657th. The north access will serve Lot 2 and Outlot A via easement. The south access will serve the dwelling and garage on proposed Lot 1. As the dwellings will not be sharing an access and a 20-foot easement width is required. A 30-foot wide written access easement was provided as part of the subdivision attachments and the easement is shown on the plat.

The subject property is designated as Agricultural Conservation Area and Rural Residential area by the Cornerstone to Capstone (C2C) Comprehensive Plan. Principles for the designations include to encourage high-value agriculture lands to remain in production, direct non-agricultural development to other C2C Plan Designations, cluster residential development, and limit conflicts between agricultural uses, residences, and other uses through buffers and sensitive development.

Regarding these principles, some grazing land will be taken out of production to accommodate a dwelling on proposed Lot 2 if one is proposed in the future. A residential parcel subdivision is limited to yielding two lots and once approved, no further residential parcel subdivisions can take place to create



additional buildable lots. These requirements for a residential parcel subdivision help preserve agricultural land.

The land in crop production is proposed to be part of Outlot A. The majority of the outlot's area is Natural Resources Area, as designated in the Story County C2C Comprehensive plan, which encompasses the treed area and stream on Outlot A. As previously stated, no zoning permit can be issued for development of Outlot A. A 60-foot wide easement over the stream was provided as part of the subdivision.

Surrounding Land Use

All adjacent properties are in agricultural production and/or contain natural areas. The stream on proposed Outlot A runs onto the property from the northeast and runs to the west from the property. The treed areas around the stream are designated as natural areas on the adjacent properties. The three properties to the south, southwest, and west are all 40-acre parcels in agricultural production owned by the applicant's family. Two adjacent properties to the north are under different ownership, are 35 or more acres and in agricultural production. The applicant's family also owns a six-acre parcel to the north with several accessory structures and treed area. The properties to the southeast and east are both 40 acres in size and in agricultural production.

There are a total of 22 parcels located within a quarter-mile of the subject property. Of these properties, four including the subject property contain single-family dwellings. Thirteen parcels without dwellings meet the minimum lot size requirements to construct a single-family dwelling in the A-1 Agricultural District.

Applicable Regulations – Story County Land Development Regulations

87.07 (1) (A) (1)

(1) A subdivision may be submitted for review and approval as a residential parcel subdivision plat when all of the following are true:

- a. The development lots created by the subdivision are intended to be used for residential purposes.
- b. Only two development lots may be created.
- c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead, as defined in Section 85.08, in existence.
- d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property, or public use.
- e. The subdivision lies wholly within the A-1 District. For parcels located within the boundaries of the Ames Urban Fringe Plan, the subdivision must be both zoned A-1 Agricultural and lie wholly within the Rural Service and Agricultural Conservation Area designation.
- f. Both development lots (created by the Residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met.
- g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement.
- h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.



- i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat. The proposal meets all of the above requirements for a Residential Parcel Subdivision Plat.

Commentary

The following comments are part of the official record of the proposed Residential Subdivision Plat – 2M Estates Subdivision, Plat 2, Case No. 12-19. If necessary, conditions of approval may be formulated based on these comments.

The application materials were forwarded to the members of the Interagency Review Team on October 24, 2019. The following comments were received:

Auditor's Office

No comments.

Story County Engineer and Secondary Roads

Lot 2 should have a defined legal access from a public roadway.

Story County Assessor's Office

No Comments at this time

Story County Environmental Health

No concerns for Environmental Health.

Story County Planning and Development

1. The check for the subdivision was from MC Trucking at the address of the dwelling located on proposed lot 1. If the business is a home business, an application for a home business must be made with the Planning and Development Department.
2. Section 88.05(1) requires a 30-foot easement dedicated to the County on either side of the center of a stream located on a property being subdivided. Please provide a written easement document, including provisions for maintenance and upkeep, for the stream on proposed Lot 2.
3. Please have one of the owners of proposed Lot 2 sign the subdivision application or provide an email/letter consenting to you making the application on their behalf.
4. How will Lot 2 be accessed?
5. Are restrictive covenants proposed?

General Public

Notification letters were mailed to surrounding property owners within a quarter-mile regarding the public meeting on the subdivision request November 22, 2019. No comments were received as of the writing of this report.

Analysis



Points to consider in evaluating the applicant's request to divide their property through the Residential Parcel Subdivision Plat process.

1. All requirements for a Residential Subdivision Plat in Section 87.07 of the Story County Land Development Regulations are met.
2. The applicant currently resides in the dwelling on proposed Lot 1 and has a grain trucking home business. The dwelling was constructed in 1999 and replaced the 1900s farm dwelling. A home business permit application has been submitted and will be issued once the subdivision is approved and the applicant takes ownership of the barn where the trucks are stored.
3. The applicant's initial intent with the subdivision was to replat and purchase the land with the barn and other accessory structures currently located on the adjacent property. Because agricultural subdivisions cannot create development lots, a residential parcel subdivision was instead submitted in the case that one of the applicant's children wishes to construct a dwelling on proposed Lot 2 in the future.
4. Outlot A, a 28.45 net-acre outlot, includes the area in crop production and natural areas around a stream that connects to East Indian Creek. Outlots are intended to be used as open space or for a future subdivision and no zoning permit can be issued for a structure on an outlot. A 60-foot wide easement over the stream was provided as part of the subdivision. The natural areas and area in crop production will likely not be impacted by the subdivision.
5. Only proposed Lot 1 with the existing dwelling has frontage on 657th Avenue. A written access easement for Lot 2 and Outlot A was provided as part of the subdivision attachments and the easement is shown on the plat.
6. The subject property is designated as Rural Residential Area, Agricultural Conservation Area, and Natural Area, by the Cornerstone to Capstone (C2C) Comprehensive Plan. The Residential Parcel Subdivision will create one additional development lot and keep the area in crop production and natural areas separated on an outlot.
7. All adjacent properties are in agricultural production and/or contain natural areas. There are a total of 22 parcels located within a quarter-mile of the subject property. Of these properties, four including the subject property contain single-family dwellings.

Alternatives

Story County Planning & Development Staff recommends the approval of 2M Estates Subdivision, Plat 2 Subdivision, a Residential Parcel Subdivision Plat as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #20-43, the Residential Parcel Subdivision Plat – 2M Estates Subdivision, Plat 2, as put forth in SUB12-19.**
2. The Story County Board of Supervisors approves Resolution #20-43, the Residential Parcel Subdivision Plat – 2M Estates Subdivision, Plat 2, as put forth in SUB12-19 with conditions.
3. The Story County Board of Supervisors denies Resolution #20-43, the Residential Parcel Subdivision Plat – 2M Estates Subdivision, Plat 2, as put forth in SUB12-19.
4. The Story County Board of Supervisors tables the decision on Resolution #20-43, the Residential Parcel Subdivision Plat – 2M Estates Subdivision, Plat 2, as put forth in SUB12-19, 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 a future Board of Supervisor's agenda.



1. Property Owner*

(Last Name) Coughenour
 (First Name) Maft
 (Address) 2839S 657th Ave
 (City) Maxwell (State) IA (Zip) 50161
 (Phone) 515-509-208 (Email) Maft71@msn.com
1027

2. Applicant (if different than owner)

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

3. Property Address

Parcel ID Number(s) 15-03-200-180

4. Certification and Signature

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.

*Acknowledgement of property owner is required and may occur via email or by signature of this application.

Property Owner Signature Mary Coughenour Date 10-27-19 Applicant Signature [Signature] Date _____

Subdivision

Proposed Name: ZM Estates Subdivision Plat 2

Vacation

Type: Right-of-way Plat

Filing Fee/Type (required prior to processing):

- Residential Parcel Plat (\$175)
- Agricultural Plat (\$175)
- Minor Plat (\$275)**
- Major Plat—Preliminary (\$275)**
- Major Plat— Final (\$175)**

** Conceptual Review required

Submittal Requirements:

- Attend conceptual review meeting
- Legal description that will be used on all required legal documents (submit as Word document)
- Proposed subdivision plat (submit as PDF)
- All required submittal requirements as outlined in Chapter 87 of the Story County Code of Ordinances (87.06(3) for Residential Parcel, 87.07(3) for Agricultural, 87.08(3) for Minor, 87.09(3) for Major-Preliminary and 87.09(5) for Major-Final)

Submittal Requirements:

- Filing Fee (required prior to processing): \$175
- Legal description that will be used on all required legal documents (submit as Word document)
- Written description of requested items to be vacated
- See Chapter 87.10 for the vacation process

RECEIVED

OCT 27 2019

STORY CO. PLANNING & DEVELOPMENT

Receipt No. 570167
 Receipt Amount 175-

All required documents for subdivision plats as outlined in Iowa Code Chapter 354.11

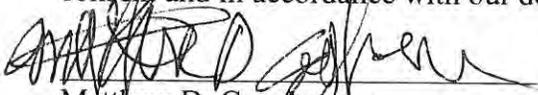
CONSENT AND DEDICATION

RE: 2M Estates Subdivision, Plat 2, Story County, Iowa.

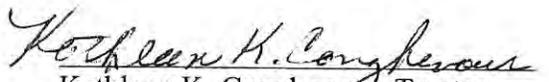
KNOW ALL PERSONS BY THIS INSTRUMENT:

That Matthew D. Coughenour and Mary P. Coughenour, husband and wife, are titleholders to the following described real estate: Lot Two (2), 2M Estates Agricultural Subdivision, Story County, Iowa; **and** Kathleen K. Coughenour, Mark T. Coughenour and Martin A. Coughenour, Trustees of the William G. Coughenour Family Trust; and Kathleen K. Coughenour, Trustee of the Kathleen K. Coughenour Revocable Trust are titleholders to the following described real estate: Lot One (1), 2M Estates Agricultural Subdivision, Story County, Iowa, except Parcel "B" a part of Lot 1, 2M Estates Agricultural Subdivision, Story County, Iowa, as shown on the Plat of Survey recorded on March 8, 2006, as Inst. No. 06-02644, Slide 275, Page 2.

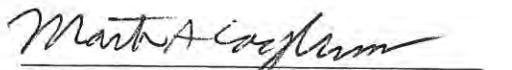
We hereby certify, acknowledge and declare that the platting of this real estate to be known as 2M ESTATES SUBDIVISION, PLAT 2, STORY COUNTY, IOWA, is with our free consent and in accordance with our desires as proprietors.


Matthew D. Coughenour


Mary P. Coughenour


Kathleen K. Coughenour, Trustee
of the William G. Coughenour Family
Trust


Mark T. Coughenour, Trustee
of the William G. Coughenour Family
Trust


Martin A. Coughenour, Trustee
of the William G. Coughenour Family
Trust


Kathleen K. Coughenour, Trustee
of the Kathleen K. Coughenour Revocable Trust

STATE OF IOWA, STORY COUNTY,

This instrument was acknowledged before me on the 17th day of November, 2019, by Matthew D. Coughenour and Mary P. Coughenour.



Denise L. Vallandingham
Notary Public in and for said State

STATE OF IOWA, STORY COUNTY,

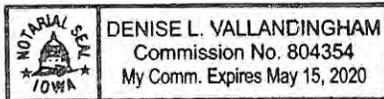
This instrument was acknowledged before me on the 17th day of November, 2019, by Kathleen K. Coughenour, Mark T. Coughenour and Martin A. Coughenour, Trustees of the William G. Coughenour Family Trust.



Denise L. Vallandingham
Notary Public in and for said State

STATE OF IOWA, STORY COUNTY,

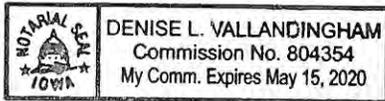
This instrument was acknowledged before me on the 17th day of November, 2019, by Kathleen K. Coughenour, Trustee of the Kathleen K. Coughenour Revocable Trust.



Denise L. Vallandingham
Notary Public in and for said State

STATE OF IOWA, STORY COUNTY,

This instrument was acknowledged before me on the 17th day of November, 2019, by Kathleen K. Coughenour, Mark T. Coughenour and Martin A. Coughenour, Trustees of the William G. Coughenour Family Trust.



Denise L. Vallandingham
Notary Public in and for said State

STATE OF IOWA, STORY COUNTY,

This instrument was acknowledged before me on the 17th day of November, 2019, by Kathleen K. Coughenour, Trustee of the Kathleen K. Coughenour Revocable Trust.



Denise L. Vallandingham
Notary Public in and for said State

Prepared by/Return to: Daniel E. Bappe P.O. Box 127 Nevada Phone No. (515) 382-3578

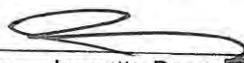
CONSENT TO PLAT

RE: Lot Two (2), 2M Estates Agricultural Subdivision, Story County, Iowa, and Lot One (1), 2M Estates Agricultural Subdivision, Story County, Iowa, except Parcel "B" a part of Lot 1, 2M Estates Agricultural Subdivision, Story County, Iowa, as shown on the Plat of Survey recorded on March 8, 2006, as Inst. No. 06-02644, Slide 275, Page 2.

U.S. BANK NATIONAL ASSOCIATION, Mortgagee under a Mortgage that encumbers part of the above-described real estate, executed by Matthew D. Coughenour and Mary P. Coughenour, husband and wife, on July 1, 2013, as Inst. No. 13-07730, in the office of the Story County Recorder, hereby consents to the platting of the above-described real estate to be platted and known as 2M ESTATES SUBDIVISION, PLAT 2, STORY COUNTY, IOWA.

This Consent to Plat is executed pursuant to Iowa Code Section 354.11(2).

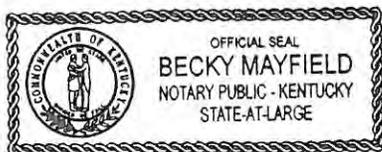
U.S. BANK NATIONAL ASSOCIATION

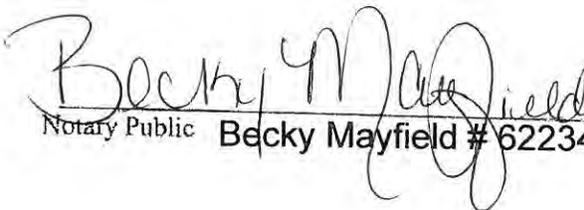

By: Jeanette Bean Officer

STATE OF Kentucky, COUNTY OF Daviess :

This instrument was acknowledged before me on ~~XXXX~~ 11/8, 2019, by

Jeanette Bean, Officer of U.S. BANK NATIONAL ASSOCIATION.




Notary Public **Becky Mayfield # 622343**

Prepared by/Return to: Daniel E. Bappe P.O. Box 127 Nevada Phone No. (515) 382-3578

ATTORNEY'S OPINION

I, Daniel E. Bappe, hereby state that I am an Attorney at Law, duly admitted to the practice of law in the State of Iowa, with offices at 511 J Avenue, Nevada, Iowa 50201. I further state that I have examined the Abstracts of Title to the following described real estate:

Lot Two (2), 2M Estates Agricultural Subdivision, Story County, Iowa, and Lot One (1), 2M Estates Agricultural Subdivision, Story County, Iowa, except Parcel "B" a part of Lot 1, 2M Estates Agricultural Subdivision, Story County, Iowa, as shown on the Plat of Survey recorded on March 8, 2006, as Inst. No. 06-02644, Slide 275, Page 2,

as of October 1, 2019, at 8:00 A.M., last certified by Abstract and Title Services of Story County.

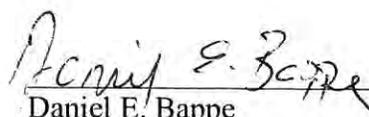
Based upon information within the Abstract of Title, it is my opinion that title to said real estate is as follows:

1. Matthew D. Coughenour and Mary P. Coughenour, husband and wife, are titleholders to the following described real estate: Lot Two (2), 2M Estates Agricultural Subdivision, Story County, Iowa. There is an Open-end Mortgage (With Future Advance Clause) against such real estate given to U.S. Bank National Association, which Mortgage was filed July 1, 2013, as Inst. No. 13-07730, in the office of the Story County Recorder.

2. Kathleen K. Coughenour, Mark T. Coughenour and Martin A. Coughenour, Trustees of the William G. Coughenour Revocable Trust; and Kathleen K. Coughenour, Trustee of the Kathleen K. Coughenour Revocable Trust are titleholders to the following described real estate: Lot One (1), 2M Estates Agricultural Subdivision, Story County, Iowa, except Parcel "B" a part of Lot 1, 2M Estates Agricultural Subdivision, Story County, Iowa, as shown on the Plat of Survey recorded on March 8, 2006, as Inst. No. 06-02644, Slide 275, Page 2.

Based upon information within the Abstract of Title, 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 22nd day of October, 2019


Daniel E. Bappe

511 J Ave.

Nevada, IA 50201

Prepared by: Daniel E. Bappe P.O. Box 127 Nevada, IA 50201 Phone No. (515) 382-3578

CERTIFICATE OF TREASURER
STORY COUNTY, IOWA

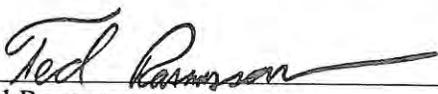
Re: Parcel No.: *15-03-200-180, 15-03-200-115*

I, Ted Rasmussen, Treasurer of Story County, Iowa, certify that the real estate to be known as 2M ESTATES SUBDIVISION, PLAT 2, STORY COUNTY, IOWA, and described as follows, to-wit:

Lot Two (2), 2M Estates Agricultural Subdivision, Story County, Iowa, and Lot One (1), 2M Estates Agricultural Subdivision, Story County, Iowa, except Parcel "B" a part of Lot 1, 2M Estates Agricultural Subdivision, Story County, Iowa, as shown on the Plat of Survey recorded on March 8, 2006, as Inst. No. 06-02644, Slide 275, Page 2,

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

Dated this 4th day of November, 2019



Ted Rasmussen

Treasurer, Story County, Iowa

By *Arlis A. Baldwin*
Finance Deputy



Prepared by/Return to: Daniel E. Bappe P.O. Box 127 Nevada, IA 50201 (515) 382-3578

ACCESS EASEMENT

WHEREAS:

1. MATTHEW D. COUGHENOUR and MARY P. COUGHENOUR, husband and wife, ("Grantors") are titleholders to Lots One (1) and Two (2) in 2M Estates Subdivision, Plat 2, Story County, Iowa.

2. KATHLEEN K. COUGHENOUR, Trustee of the Kathleen K. Coughenour Revocable Trust **and** KATHLEEN K. COUGHENOUR, MARK T. COUGHENOUR and MARTIN A. COUGHENOUR, Trustees of the WILLIAM G. COUGHENOUR Family Trust ("Grantee 1") are titleholders to Outlot A in 2M Estates Subdivision, Plat 2, Story County, Iowa.

GRANT OF EASEMENT:

1. Grantors hereby convey to Grantee 1 an easement for purposes of ingress and egress over, across and through the following described real estate:

A strip of land 30.00 feet in width across Lot 1 in 2M Estates Subdivision, Plat 2 in the NW1/4, NE1/4 of Section 2, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, being situated 15.00 feet on each side of the following centerline: Beginning at a point on the east line of said Lot 1 which is 128.64 feet south of the Northeast Corner thereof; thence N87°48'37"W, 33.02 feet to the west line of 657th Avenue and the point of beginning; thence continuing N87°48'37"W, 118.82 feet; thence N61°39'55"W, 101.64 feet; thence S89°49'39"W, 134.79 feet to the west line of said Lot 1, and there terminating.

2. In the event that Grantors convey Lot 2 to another party, Grantor also conveys to the subsequent owner of Lot 2 ("Grantee 2") an easement for purposes of ingress and egress over, across and through Lot 1 to Lot 2.

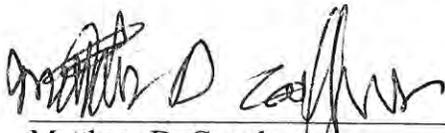
3. Such easement is for purposes of access to real estate owned by Grantee 1 and Grantee 2 described above.

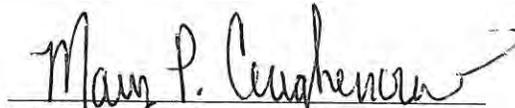
4. Grantee 1 and Grantee 2 shall indemnify Grantors against any loss or damage which may be caused by the exercise of Grantees' rights under this agreement.

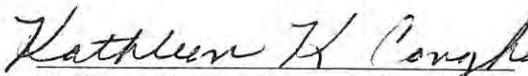
5. Grantors, Grantee 1 and Grantee 2 shall share equally in the maintenance of such easement.

6. Such easements shall run with the land and be binding on the parties' heirs, successors and assigns.

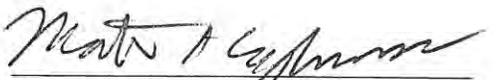
DATED THIS 17th DAY OF NOVEMBER, 2019.

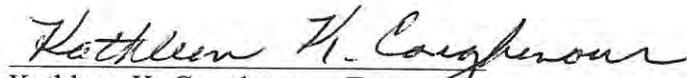

Matthew D. Coughenour


Mary P. Coughenour


Kathleen K. Coughenour, Trustee
of the William G. Coughenour Family
Trust


Mark T. Coughenour, Trustee
of the William G. Coughenour Family
Trust


Martin A. Coughenour, Trustee
of the William G. Coughenour Family
Trust


Kathleen K. Coughenour, Trustee
of the Kathleen K. Coughenour Revocable Trust

STATE OF IOWA, STORY COUNTY,
This instrument was acknowledged before me on the 17th day of November, 2019, by Matthew
D. Coughenour and Mary P. Coughenour.




Notary Public in and for said State

Prepared by/Return to: Daniel E. Bappe P.O. Box 127 Nevada, IA 50201 (515) 382-3578

PUBLIC DRAINAGE EASEMENT

KNOW ALL PERSONS BY THIS INSTRUMENT:

That the undersigned KATHLEEN K. COUGHENOUR, Trustee of the Kathleen K. Coughenour Revocable Trust **and** KATHLEEN K. COUGHENOUR, MARK T. COUGHENOUR and MARTIN A. COUGHENOUR, Trustees of the WILLIAM G. COUGHENOUR Family Trust, (“Grantor”), for good and valuable consideration does hereby grant unto Story County, Iowa, (“Grantee”), and its successors and assigns, drainage easements upon, underground, over or across the following described real estate:

A strip of land 60.00 feet in width across Outlot A in 2M Estates Subdivision, Plat 2, centered on the existing stream crossing said Outlot A, where it exists as of the date of platting.

(the “Easement Area”) upon the following terms and conditions:

1. Purpose of Easement Grant. The Easement herein granted shall be for the purpose of widening, improving or protecting streams located within the Easement Area, as necessary.

2. Obstructions Prohibited. Grantor and its grantees, successors, heirs, and assigns shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining prior written consent of the Grantee, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining prior written consent of the Grantee.

3. Change of Grade Prohibited. Grantor and its successors, heirs, and assigns shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of Grantee. Grantee shall have the right to restore unapproved changes without prior consent of Grantor.

4. Grantee's Rights of Access. Grantee shall have the right of access to the Easement Area and shall have all rights of ingress and egress to the Easement Area reasonably necessary to effectuate the purpose of this Easement.

5. Restoration of Property. Grantee shall restore the Easement Area after exercising any of its rights granted herein, provided, however, Grantee's duty of restoration shall be limited to grading and replacement of grass, sod, turf, natural landscaping, and any other ground cover. Grantee shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any other improvements located within the Easement Area.

6. Easement for Benefit of Grantee. This Easement shall be for the benefit of Grantee, its successors and assigns, and its permittees and licensees.

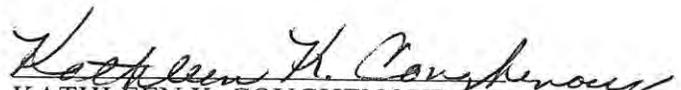
7. Non-Exclusive Easement to Run with Land. This Easement is non-exclusive, which shall be perpetual in nature, shall run with the land, and shall be binding upon Grantor and Grantor's successors, heirs, and assigns.

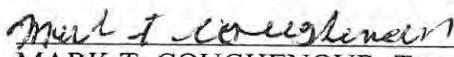
8. Conditions Precedent. This Easement shall be without force or effect unless and until the Story County Board of Supervisors has provided final approval for the Easement, and has accepted the Final Plat of 2M Estates Subdivision, by duly executed resolution of the Board.

9. Warranty of Title. Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that Grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantor covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated.

Dated this 17th day of November, 2019.


KATHLEEN K. COUGHENOUR, Trustee
of the Kathleen K. Coughenour Revocable Trust


KATHLEEN K. COUGHENOUR, Trustee
of the William G. Coughenour Family Trust


MARK T. COUGHENOUR, Trustee
of the William G. Coughenour Family Trust


MARTIN A. COUGHENOUR, Trustee
of the William G. Coughenour Family Trust

STATE OF IOWA, STORY COUNTY,

This instrument was acknowledged before me on the 17th day of November, 2019, by
KATHLEEN K. COUGHENOUR, Trustee of the KATHLEEN K. COUGHENOUR Family
Trust



Denise L. Vallandingham
Notary Public

STATE OF IOWA, STORY COUNTY,

This instrument was acknowledged before me on the 17th day of November, 2019, by
KATHLEEN K. COUGHENOUR, MARK T. COUGHENOUR and MARTIN A.
COUGHENOUR, Trustees of the WILLIAM G. COUGHENOUR Family Trust.



Denise L. Vallandingham
Notary Public

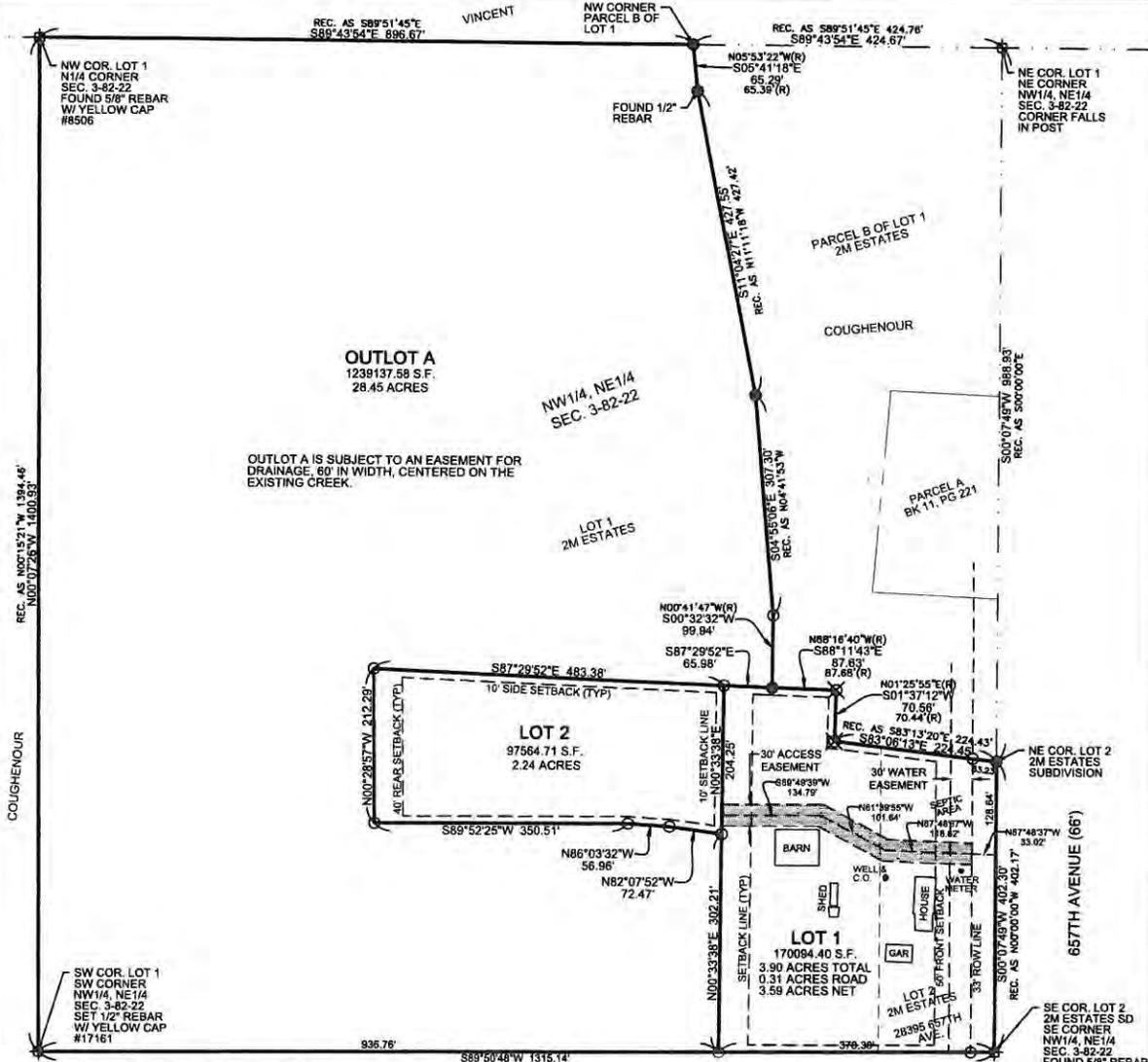
FINAL PLAT
2M ESTATES SUBDIVISION, PLAT 2
 RESIDENTIAL PARCEL SUBDIVISION

LOCATION: LOT 1, EX. PARCEL B, AND LOT 2 IN 2M ESTATES SUBDIVISION, AN AGRICULTURAL SUBD. IN THE NW1/4, NE1/4, SEC. 3-82-22, STORY COUNTY, IOWA

PROPRIETOR: MATTHEW D. & MARY P. COUGHENOUR - LOT 2
 WILLIAM G. COUGHENOUR REV. TRUST
 KATHLEEN K. COUGHENOUR REV. TRUST

DEVELOPER: MATT COUGHENOUR
 28395 657TH AVE. MAXWELL, IA 50161

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

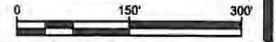


Survey Description-2M Estates Subdivision, Plat 2:
 A replat of Lot 1, except Parcel B therein, as shown on the Plat of Survey filed in Slide 275, Page 2, and Lot 2, all in 2M Estates Subdivision, an Agricultural Plat in the Northwest Quarter of the Northeast Quarter of Section 3, Township 82 North, Range 22 West of the 5th P.M. Story County, Iowa, said replat being more particularly described as follows: Beginning at the Southeast Corner of said Lot 2, said corner also being the Southeast Corner of said Northwest Quarter of the Northeast Quarter; thence S89°50'48"W, 1315.14 feet to the Southwest Corner of said Lot 1, said point also being the Southwest Corner of said Northwest Quarter of the Northeast Quarter; thence N00°07'26"W, 1400.93 feet to the Northwest Corner thereof; thence S89°43'54"E, 896.67 feet along the north line of said Lot 1 to the Northwest Corner of said Parcel B; thence following the west line thereof S05°41'18"E, 65.29 feet; thence S11°04'27"E, 427.55 feet; thence S04°55'06"E, 307.30 feet; thence S00°32'32"W, 99.94 feet; thence S88°11'43"E, 87.63 feet; thence S01°37'12"W, 70.56 feet; thence S83°06'13"E, 224.45 feet to the Northeast Corner of said Lot 2; thence S00°07'49"W, 402.30 feet to the point of beginning, containing 34.59 acres, which includes 0.31 acres of existing public right of way.

- Notes:**
1. Lot 1 is served by private septic and I.R.U.A.
 2. Lot 2 will be served by private septic and I.R.U.A.
 3. Outlot A is unbuildable and will have no services.
 4. 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.

Districts:
 Zoning: A-1 (Agricultural)
 School: Collins-Maxwell
 Fire: Maxwell
 Ambulance: Story County
 Utilities: Consumers Energy, Iowa Rural Utilities Assn.
 Watershed: East Indian Creek

● = FOUND 5/8" REBAR W/ YELLOW CAP #8506
 ⊗ = FOUND PK NAIL IN TOP OF WOOD POST
 ○ = SET 1/2" REBAR W/ YELLOW CAP #17161



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

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.

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

11-14-19
 DATE



APPLICATION FOR APPOINTMENT

TO BOARDS, COMMISSIONS AND COMMITTEES
ADVISING THE STORY COUNTY BOARD OF SUPERVISORS



Kelly Winfrey	[REDACTED]
NAME	ADDRESS
Professor, Iowa State University	[REDACTED]
OCCUPATION	ADDRESS AT WORK
[REDACTED]	[REDACTED]
HOME/CELL PHONE	BUSINESS PHONE
EMAIL ADDRESS: [REDACTED]	

EDUCATION: Ph.D. Communication Studies (2012), M.A. Communication Studies (2007), B.A. Communication Studies (2005), educational and research focus on gender and diverse

LIST NAMES OF BOARDS OR COMMISSIONS IN ORDER OF PREFERENCE:

1. ASSET
2. Board of Adjustment
3. _____

APPROVED
Board Member Initials: *gms*
Meeting Date: *12/3/19*
Follow-up action: *term effective 1/1/20 - 12/31/24*
DENIED

WHY DO YOU WISH TO SERVE ON THIS BOARD?

I would like to serve on the ASSET board because I believe one of the primary roles of local government is to elevate individuals within the community and help provide opportunities for them to better themselves. The collaborative nature of ASSET allows a variety of government and non-profit organizations to work together to advance our shared community. I would like to be a part of this.

WHAT QUALIFICATIONS DO YOU FEEL YOU HAVE?

Story County is my home and where I am raising my son. I am committed to this community and the people in it. As a faculty member at ISU I work on collaborative teams and committees tackling issues such as diversity and inclusion efforts, policy and appeals for undergraduate education, and allocating funding for research and outreach programs. I also work at the Carrie Chapman

PLEASE SUBMIT COMPLETED APPLICATION TO: STORY COUNTY BOARD OF SUPERVISORS
STORY COUNTY ADMINISTRATION
900 6TH STREET
NEVADA, IOWA 50201

RECEIVED

OCT 07 2019

THANK YOU FOR YOUR INTEREST IN SERVING STORY COUNTY. STORY COUNTY BOARD OF SUPERVISORS

APPLICATION FOR APPOINTMENT

TO BOARDS, COMMISSIONS AND COMMITTEES
ADVISING THE STORY COUNTY BOARD OF SUPERVISORS



Wendie Ellen Schneider

NAME

ADDRESS

Professor of history

OCCUPATION

ADDRESS AT WORK

HOME/CELL PHONE

BUSINESS PHONE

EMAIL ADDRESS:

EDUCATION: Stanford University, BA, 1993; Yale Law School, JD, 2001;
Yale University, Ph.D. in History, 2006

LIST NAMES OF BOARDS OR COMMISSIONS IN ORDER OF PREFERENCE:

1. Board of Adjustment
2. Planning and Zoning
- 3.

APPROVED
Board Member Initials: *gwm*
Meeting Date: *12-3-19*
Follow up action: *effective to 12/31/23*
DENIED

WHY DO YOU WISH TO SERVE ON THIS BOARD?

I have long been interested in property law, land use regulation, and the history of city planning. In my legal history courses at Iowa State University, I teach about the history of zoning laws in the United States. One of my earliest research projects was on the relationship between public health concerns about yellow fever and some of the earliest land use regulations in the U.S. Having studied

WHAT QUALIFICATIONS DO YOU FEEL YOU HAVE?

I have lived in rural Story County for more than 10 years: six years in Milford Township and five years in Nevada Township. I have a J.D. and have written on various legal topics. I am not, however, an active member of the Iowa Bar Association. I passed the bar and am a member in good standing of the Massachusetts Bar. I chose to keep that bar membership because

DO YOU HAVE ANYTHING ELSE TO ADD?

Please see attached CV for additional details on my background. It would be an honor to serve the public of Story County and build on the good

PLEASE SUBMIT COMPLETED APPLICATION TO: STORY COUNTY BOARD OF SUPERVISORS
STORY COUNTY ADMINISTRATION
900 6TH STREET
NEVADA, IOWA 50201

THANK YOU FOR YOUR INTEREST IN SERVING STORY COUNTY.

Creating a Healthy Workplace

Wellness Mission: To help County employees make voluntary behavioral changes, which reduce their health risk and enhance their individual productivity.

Story County Wellness Program

December 3, 2019

APPROVED

DENIED

Board Member Initials: DM

Meeting Date: 12-3-19

Follow-up action: Review



Presentation Overview

- ▶ Wellness Program Overview
- ▶ Goals
- ▶ Enhancement Opportunities

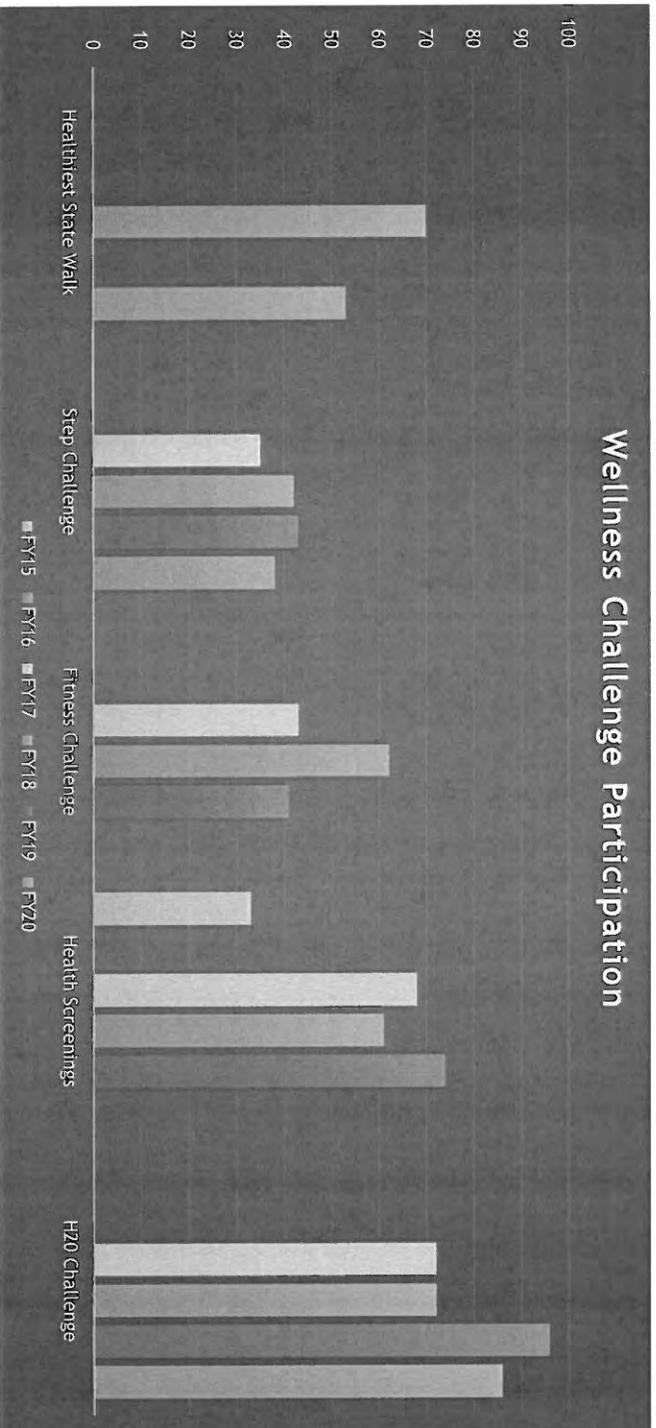


Current Wellness Initiatives

- ▶ Wellness Articles in the monthly newsletter
- ▶ Wellness Wednesday Tips
- ▶ Blood Drives
- ▶ Flu Shot Clinic
- ▶ Healthy Living Day Initiative
 - ▶ Health Risk Assessments (HRA)
 - ▶ Wellness Sessions
- ▶ Organized team participation in community walks
- ▶ Various wellness challenges (Step Up Story County, Shape up Story County, Water YOU Drinking water challenge, charity event)



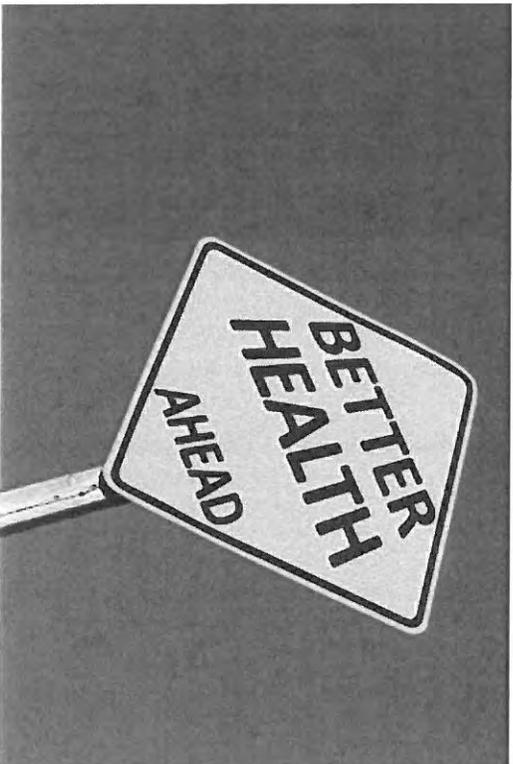
Wellness Challenge Participation



Story County Wellness Program

December 3, 2019





Eat Well. Move More. Feel Better
5-2-1-0 Healthy Choices Campaign

Story County Wellness Program

December 3, 2019





Board of Supervisors

Story County, Iowa

Wellness Policy

Approval Date:	Effective Date: ___/___/___	Revision No: --
Reference: BOS Minutes: ___/___/___ Initially Adopted: ___/___/___		Distribution: (Elected Officials, Department Heads, County Employee Handbook, Intranet, etc. -> list all that apply)

General Policy

Story County supports the well-being of employees through a variety of programs designed to promote health and wellness of the employee. Benefits of worksite wellness programs include an increase in work performance, reduced absenteeism and on-the-job injuries, containment of health care costs as well as improved morale and quality of life for employees.

Scope

This policy is applicable to:

All regular full-time and part-time Story County employees responsible to the Story County Board of Supervisors.

All Story County employees responsible to a county elected office holder.

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors has certified its applicability.

Whenever the provisions of this policy are in conflict with the Code of Iowa, or with a collectively-bargained agreement between the County and a certified bargaining unit, the provisions of the collectively-bargained agreement and/or the Code of Iowa will prevail.

Eligible Participants

To be eligible for the wellness program an individual must be classified as a full time or part-time employee. Temporary employees may participate in wellness challenges with approval from respective Department Head or Elected Official.

APPROVED
DENIED

Board Member Initials: AM

Meeting Date: 12-3-19

Follow-up action: _____

Partnership with an independent wellness vendor to provide:

- Annual Health Risk Assessment (HRA)
- Information and education for health risk prevention
- Annual reporting of aggregate results for strategic planning

The Wellness Committee

The Wellness Committee strives to create a healthier, happier workforce by providing employees with programs and tools to help identify health risks and improve overall wellness. The Wellness Committee's mission is to help county employees make voluntary behavioral changes, which reduce their health risks and enhance their individual productivity. The committee consists of employees from various departments/offices and is open to any employee that would like to join and has management approval. The committee meets once per month for approximately one hour (unless more time is needed to work on a larger event). Management approval is obtained for events that may involve time during the work day; this is kept to a minimum so as not to disrupt day to day business.

Examples of Wellness Initiatives Include:

- Wellness Articles in the monthly newsletter
- Wellness Wednesday Tips
- Blood Drives
- Flu Shot Clinic
- Health Risk Assessments (HRA)
- Wellness Sessions
- Organized team participation in community walks
- Various wellness challenges

Additional incentives may be available for employees who participate in wellness programs offered by Story County. If you are unable to participate in any of the wellness programs because of a disability, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting the Human Resources Department at (515) 382-7204 or (515) 382-7205.

Wellness Logo

The Wellness Committee has created a logo that is placed on all wellness endorsed events, activities and educational materials.

Health Risk Assessments

Healthy Living Day Initiative is a voluntary wellness program available to all employees. The Healthy Living Day Initiative consists of a comprehensive health risk assessment and five wellness sessions. Employees that choose to participate complete a voluntary health risk assessment (HRA) that asks a series of questions about your health-related activities and behaviors and whether you have or had certain medical conditions (e.g. cancer, diabetes, or heart disease). This initiative also consist of a biometric screening which includes a comprehensive blood profile that screens for diabetes, kidney and liver disease, electrolyte minerals, cholesterol, anemia and infection.

Employees that choose to participate will receive an incentive of a Healthy Living Day (8 hours) for participating in both the HRA and the five wellness sessions. Healthy Living Day must be taken in a full day increment. Although employees are not required to complete the HRA or the wellness sessions, only employees that participate in both will receive the Healthy Living Day.

Exercise & Health

Story County encourages all of its employees to engage in a regular program of exercise (unless existing medical conditions make such a program unadvisable).

Off Site Fitness Centers

Story County partners with surrounding fitness centers and gyms. A list of current vendors is available on the employee intranet and shared drive.

Fitness Reimbursement

The County will reimburse a maximum of twenty dollars (20) per month for a single fitness/gym membership for the employee, or if the employee has a family membership, the County will reimburse a single membership rate not to exceed twenty dollars (20) per month.

- Eligibility – Regular full-time and part-time employees.
- To be eligible for a monthly fitness reimbursement, the employee must visit an eligible fitness facility a minimum of eight (8) times per month. If an employee puts their membership on hold, he/she will not be eligible for reimbursement.
- Fitness Challenges are excluded from reimbursement.
- Local health/fitness facilities are eligible for reimbursement if they offer both aerobic and anaerobic activities.
- Process
 - Employees must fill out the Reimbursement form with a receipt or copy of a bank statement (showing your monthly deduction) and submit to Human Resources.
 - Claims may be submitted quarterly (September 1, December 1, March 1, and June 1 each year).
 - Claims may be submitted annually by June 1 each year.
 - No retroactive payments will be made.
 - Random audits will be completed by Human Resources on an annual basis.

Healthy Nutrition

Story County has a commitment to provide an environment that encourages healthy eating among its associates. Story County will ensure that a variety of healthy food choices are available for all organization activities. This applies to all meetings, functions, and events for employees and guests where food is served. At functions that offer a selective menu or buffet, one or more healthful entrees, side dishes or desserts will be served.

Story County will ensure that all meal, snack, and beverage choices offered will include one (1) or more of the following items:

- Fruit and/or vegetables
- Low-fat milk and dairy products
- Foods made from grains
- Water

Vending Machines

Story County supports healthy vending choices. Snack vending machines will include healthy alternatives that are low-calorie and low in sugars. Drink machines will offer sugar-free selections and caffeine-free soda selections. If coffee is offered, decaffeinated coffee will be available as an alternative.



APPROVED

FINED

Board Member Initials: *DM*

Meeting Date: *12-3-19*

Follow-up action: _____

2020 LEADERSHIP NEVADA

Scholarship Application

APPLICANT INFORMATION

Last Name Faisal First Latifah M.I. A Date 11/20/2019

Street Address Apartment/Unit #

City State ZIP

Phone E-mail Address

Position and Years of Service at Story County: Coordinator; Fines Recovery & License Reinstatement Program 15 yrs with Story County

Supervisor Approval *Julie R. Erickson* Date *11/20/19*

1.) Why do you want to be part of the Leadership Nevada program? What do you hope to gain from the program?

I want to be part of the Leadership Nevada program because I am eager to learn more about local organizations and businesses, to hear how they interact with local government and see their impact on our communities. I want to know more about the many moving parts that keep communities functioning smoothly. It is also exciting have an opportunity to grow and develop my skills as a community leader. I see great things on the horizon for Nevada and Story County. Leadership Nevada is a chance for me to learn, grow and ask questions, gain experience with current organizations and projects and hear more about what other leaders' visions are for the future. I expect to build strong relationships based on a shared desire to see Nevada and Story County flourish and grow.

2.) How would Story County benefit from you attending Leadership Nevada? How do you intend to use the knowledge you gain from Leadership Nevada within your current position here at the County?

Every organization benefits from providing opportunities for leadership development to those employees who desire it. Story County will benefit from my attending Leadership Nevada directly because it will empower me to forge professional partnerships with local organizations and local leaders and it will also help me grow personally and professionally. This can only be of benefit to Story County and not just as an employer but also as a whole. We should always encourage and support the growth of new leaders by ensuring that are informed and prepared and we should provide them with the tools they need to gain experience and competence.

I will use these new partnerships to assist my program participants in identifying services and solutions. In my current position I work with many people who have significant barriers to employment, transportation, affordable housing and health care services. Leadership Nevada would provide me with a greater knowledge base of the services that are currently available but it will also provide me with more opportunities for innovation and creative problem solving.

3.) Why should Story County choose to sponsor you for Leadership Nevada? What sets you apart from the other applicants?

Story County should choose to sponsor me for Leadership Nevada because I have already shown myself to be a leader in the County. Not just by identifying an opportunity for program creation and development but also the determination and hard work required to do make that opportunity a reality. I took the leadership and coordination role in our department's effort to create a mental health court and participated in the successful application for Federal funds for a pre/post arrest diversion to treatment program. I am active in my community as a member of the Board of Directors at the Center for Creative Justice, former long-time



APPROVED **DENIED**

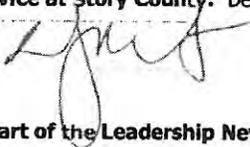
Board Member Initials: JS

Meeting Date: 12-3-19

Follow-up action: _____

2020 LEADERSHIP NEVADA
Scholarship Application

APPLICANT INFORMATION

Last Name Sykes	First Rhonda	M.I. S	Date 11/20/2019
Street Address	Apartment/Unit #		
City	State	ZIP	
Phone (515) 382-7213 (w);	E-mail Address rsykes@storycountyiowa.gov		
Position and Years of Service at Story County: Deputy Auditor of Real Estate		14 years 9 months	
Supervisor Approval 	Date 11-22-19		

1) Why do you want to be part of the Leadership Nevada program? What do you hope to gain from the program?

I want to participate in Leadership Nevada to interact with my peers in the community while strengthening my individual leadership skills. I want to see first-hand how my work on local budgets and tax increment financing manifests itself in Nevada, and gain a better understanding of my contributions to the larger community.

2) How would Story County benefit from you attending Leadership Nevada? How do you intend to use the knowledge you gain from Leadership Nevada within your current position here at the County?

Valuable skills and information result from team building with participants of varied professions and backgrounds. Participation will also nurture direct and open communication lines with the public. I hope to use my experience and increased knowledge both in my duties as Deputy Auditor and by building stronger working relationships across multiple sectors in the local community.

3) Why should Story County choose to sponsor you for Leadership Nevada? What sets you apart from the other applicants?

As a 50+ year Nevada resident and a county employee with nearly 15 years' experience, I represent both Story County and the City of Nevada very well. As the person who is responsible for preparing the valuation report and the tax list for all the County's levying authorities, I have deep understanding of local government budget and financing to share with my fellow participants. I am also certified as a statewide election administrator and can enhance voter knowledge during what promises to be an historic election year.

4.0 FLOODPLAIN PERMITS

Story County has established a floodplain development permitting system that includes regulating all floodplain development in the special flood hazard areas within unincorporated areas of Story County. In reviewing an application, the key to remember is that the proposed activity itself must be safe from flooding and it must not increase the flood hazard to other areas.

4.1 Types of Floodplain Permits

Story County issues the following permits for development in the floodplain:

- A. Floodplain Development Permit for Non-Structural Development. This Permit is applicable in cases where there is a proposal for non-structural changes including but not limited to mining, dredging, filling, grading, paving, excavation or drilling operations.
- B. Floodplain Development Permit for Structural Development. This Permit is applicable in cases where there is a proposal for anything constructed or erected on the ground or attached to the ground, or which requires attachment to something having a permanent location on the ground, including but not limited to buildings, factories, sheds, cabins, factory-built homes, storage tanks and other similar uses.

4.2 Permit Application Packet

Floodplain Development Permit Application(s) must include the following required information:

- A. Floodplain Development Permit Application;
- B. Technical documentation and required certifications;
- C. Any additional permits or reviews;
- D. Plans and blueprints; and
- E. Cost analysis for substantial improvement/substantial damages.

4.3 Permit Application Submittal and Review Process

Floodplain Development Permit Applications are processed as follows:

- A. Application Submittal and Review.
 - 1. Application Submittal. An applicant submits a complete Floodplain Development Permit Application and required submittal materials to the Floodplain Manager.
 - 2. Determination of Completeness. The Floodplain Manager reviews the application for completeness. The Floodplain Manager notifies the applicant if an application is deemed incomplete. The application review process begins with a complete application.
 - 3. Application Review. The Application and Plan Review is conducted.
 - a) Review site plans, grading and excavation plans, and building design plans for:
 - 1) Completeness and clarity;
 - 2) Existing and proposed topographic information, including spot elevations;
 - 3) Boundaries of the floodway and the floodplain;
 - 4) Building elevations for all structures showing the level of the base flood elevation (BFE);

- 5) Proposed obstructions in the floodway;
 - 6) Professional registered architect, engineer or land surveyor seal, if prepared by same;
 - 7) Location of all proposed development;
 - 8) Other considerations:
 - a. Anchoring requirements
 - b. Construction materials and methods
 - c. Utilities
 - d. Subdivisions
 - e. Encroachments
 - f. Elevation of the lowest floor
 - g. Floodways.
- b) Examine site information in detail for:
- 1) Location of property lines and proposed development;
 - 2) Streets;
 - 3) Watercourses;
 - 4) Existing and proposed structures;
 - 5) Topographic information;
 - 6) Floodway and floodplain boundaries; and
 - 7) References to any special regulations due to location of property.
- c) Assess the elevation data provided in the application:
- 1) Scrutinize the elevations using the elevation data contained in the Flood Insurance Study (FIS) and other available local data.
 - 2) The flood-related delineations must be consistent with the FIS data.
 - 3) When elevation data is not provided in the FIS for unnumbered A zones, the developer, as a cost of doing business must provide elevations for development in unnumbered A zones.
 - 4) All elevation information should be accurate, as the application package will serve as the record substantiating the issuance of the permit.
 - 5) NFIP requirements also stipulate that lowest floor elevations be recorded.
- d) Review building design plans:
- 1) Type of structure and proposed use
 - 2) The placement and elevation of the lowest floor
 - 3) The type of foundation system
 - 4) The existence of an enclosure below the lowest floor, if any
 - 5) The elevation of the lowest floor in relation to the base flood elevation
 - 6) The kind and potential use of the structure
 - 7) The height to which a nonresidential structure is to be floodproofed
 - 8) Anchoring systems to stabilize the structure during flooding.
- e) Have engineering documents reviewed by the County Engineer. The four separate engineering documents linked

to the NFIP requirements are:

- 1) Hydrologic and hydraulic calculations concerning proposed floodway encroachments.
- 2) Loading calculations and methods of construction relative to floodproofing.
- 3) Alternative designs for meeting the minimum opening requirements for enclosures below the lowest floor.
- 4) Design and methods of construction for breakaway walls that exceed SOP loading resistance of twenty pounds per square foot.

f) Verify that all necessary technical documents are included and properly certified. Three conditions that necessitate the filing of certified documentation:

- 1) Floodway Encroachment/"No Rise" Certificate: If any of part of the proposed project is to be located in a designated floodway, the applicant must submit engineering documentation demonstrating that the proposed encroachment would not result in any increase in base flood heights. There is no form or special format for a "No-Rise" certificate. It may be a written statement, supported by hydraulic computations, signed by a registered professional engineer, who certifies that the development will result in no increase in flood heights.
- 2) Watertight Floodproofing: In the event a nonresidential structure is to be floodproofed according to the NFIP standards, the applicant must submit a statement or floodproofing certificate from a registered professional engineer or architect certifying that the design and methods of construction meet these standards. Note: To receive a flood insurance rate based on 1% annual chance or greater flood protection, the nonresidential structure must be dry floodproofed to an elevation at least eighteen (18) inches above the base flood elevation to be rated at the base flood elevation rate (i.e. one foot of freeboard).
- 3) Enclosures Below the Lowest Floor: When an applicant designs an enclosure below the lowest floor using an alternative to the minimum standard for openings prescribed in the NFIP requirements, a registered professional architect or engineer must certify the design accounts for the effects of hydrodynamic loads and buoyancy.

4. **Determination of Compliance/Noncompliance – Pre-Construction Phase Permit Issuance:** When review of a floodplain development permit application is complete, there are three options for action:

- a) Approve the Floodplain Development Permit Application and issue the Pre-Construction Phase Permit (PCPP). This permit is valid for one year from the date of issuance and allows the applicant to undertake the development as outlined in the application.
- b) Conditionally approve the Floodplain Development Permit Application and issue the Pre-Construction Phase Permit (PCPP) with conditions. This permit is valid for one year from the date of issuance and allows the applicant to undertake the development as outlined in the application.
- c) Deny the Floodplain Development Permit Application. If the proposal fails to comply with the regulations, then a Floodplain Development Permit Application must be denied. It is helpful to the applicant to have the major area(s) of noncompliance pointed out so the appropriate correction(s) can be made. Clarification of deficiencies can help reduce the number of unnecessary appeals to administrative and regulatory decisions. If an application is denied, a new application may be filed for review and action.

5. **Final Inspection:** After development as proposed in the application and permitted through the PCPP is finalized, the Floodplain Manager is contacted to conduct the final inspection. Compliance with application materials and any

conditions of approval are verified. When a structure is required to be elevated, an approved FEMA "Elevation Certificate" shall be required.

6. **Final Floodplain Development Permit Issuance.** Upon final inspection and at such time all conditions of approval are satisfied, the Floodplain Manager issues the Final Floodplain Development Permit.

B. Certified Documentation. Certified documentation include(s):

1. NFIP Elevation Certificate: Provides a record of the as-built elevation of the lowest floor.
2. NFIP Floodproofing Certificate: Provides a record of the height of floodproofing.

When such documentation is required, the applicant is required to use the most current forms developed by FEMA.

C. Additional Permits.

1. In general, the United States Army Corps of Engineers (USACE) "404" permit is required for any placement of material (fill, piers, etc.) in a stream channel, or for the filling or draining of a wetland.
2. A permit from the Iowa Department of Natural Resources (IDNR) is required for any bridge, levy or dam, or any other development that is not addressed in the floodplain regulations.
3. At the time of application to Story County, the applicant provide(s) documentation to the Floodplain Manager stating that all required Federal and State permits have been applied for, and acknowledging that the project will not proceed until those permits are issued.
4. The Floodplain Manager may want to send copies of the application to the Corps of Engineers, Rock Island Division and to the Iowa Department of Natural Resources (IDNR) for their review.

D. Additional Review.

1. If the project involves an alteration or relocation of a watercourse, the Floodplain Manager must notify adjacent communities, the Iowa Department of Natural Resources Floodplain Permits Branch, and the FEMA Regional Office.
2. A proposal to change a floodway delineation or a floodplain boundary must be reviewed and approved by FEMA in accordance with established procedures. Contact should be made with the FEMA Regional Office regarding such procedures.

5.0 ENFORCEMENT

Enforcement of development not in compliance with requirements of Chapter 80 – Floodplain Management Program of the Story County, Iowa Code of Ordinances is processed in accordance with the requirements of Chapter 3 – Standard Penalty/County Infractions of the *Story County, Iowa Code of Ordinances*.

Public complaints serve to augment the routine inspection and enforcement processes. The Floodplain Manager may be called on to investigate these ad hoc inquiries. The Floodplain Manager should use these opportunities to monitor any encroachments that may have occurred in the floodplain (including fill, construction, placement of mobile homes, etc.)

Additionally, by developing professional relationships with other County staff and instructing them periodically on what types of

violations may occur, the Floodplain Manager can increase this floodplain monitoring capacity at no additional cost to the County.

5.1 Administrative Methods

If an infraction is found during an inspection of ongoing construction, the Floodplain Manager can take initial steps to correct the problem by pointing out the deficiency to the developer and following up with another timely visit to ensure compliance in compliance with Chapter 3 – Standard Penalty/County Infractions of the *Story County, Iowa Code of Ordinances*.

6.0 VARIANCES AND APPEALS PROCESS

6.1 Variances

The Story County Board of Adjustment in empowered to hear and decide variances to Chapter 80: Floodplain Management Program, as amended. However, for a variance to be granted, the request must have concurrent approval by the Iowa Department of Natural Resources in addition to such action by the Story County Board of Adjustment.

6.2 Approval of Variance

If a variance is approved, the County must send a letter to the applicant, in accordance with Chapter 80: Floodplain Management Program, as amended, stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

6.3 Appeals

Determinations of the Floodplain Manager are processed as an Appeal of the Director's Decision and appealed to the Story County Board of Adjustment.

7.0 RECORDS

Flood-related information that shall be retained includes:

- A. Floodplain Development Permits/Applications (includes all elevation and floodproofing certificates);
- B. Recorded "As-Built" elevations;
- C. Findings of fact relative to variances and appeals;
- D. Other NFIP correspondence;
- E. Floodplain management data;
- F. "No-Rise" Certifications in cases of floodway development; and
- G. Copies of "Submit for Rate" on all structures built below one percent (1%) annual chance or greater flood levels.

All official records are maintained in a digital format.

8.0 FEES

Floodplain Development Application fees approved by the Story County Board of Supervisors are:

- A. Structural - \$150 (per parcel)
- B. Non-Structural - \$75 (per parcel)

9.0 MAINTENANCE AND UPDATES TO ADMINISTRATIVE FORMS

Form management should include these considerations:

- A. Forms should include a listing of the application information outlined in the administrative provisions of the regulations.
- B. Forms should reflect the technical provisions of the regulations by requiring information relative to those provisions.
- C. The forms should be revised periodically to remain current with the changes in the floodplain management regulations and to include pertinent information needs.
- D. Floodplain development permit applications, variance requests, and other administrative forms should be kept current and in sufficient supply.
- E. A good administrative form can serve as a checklist for identifying the other kinds of information that should accompany the application submission.

10.0 MAP APPEALS AND REVISIONS

Any official revision of the flood maps accomplished through either a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR) should be appended to the official County floodplain map for permanent record.

11.0 MAINTENANCE OF FLOODPLAIN MAPS AND FLOOD DATA

The Floodplain Manager is the contact for the County to determine the extent of the floodplain. As such, the Floodplain Manager should:

- A. Maintain an adequate supply of FEMA maps for administrative purposes;
- B. Record all map corrections and notices of map revision and attach same to the official administrative map(s);
- C. Maintain other sources of known flood data for approximate floodplain areas; and
- D. Ensure the accurate floodplain maps are displayed in an appropriate public place.

12.0 POST FLOOD STANDARD OPERATING PROCEDURES

See Appendix A.

AMENDED and ADOPTED by the Story County Board of Supervisors this 20TH day of February 2018. *Effective February 20, 2018.*

Story County Board of Supervisors

ATTEST:
Story County Auditor

APPENDIX A - POST FLOOD STANDARD OPERATING PROCEDURES

1. Coordinate with local emergency management, police, fire department, rescue squad and other community agencies or employees who may be involved in flood evacuation to identify specific areas which have flooded.
2. Immediately after a flood event, inspect the flood damaged areas and determine which structures have been damaged. On each flood damaged structure, post a notice which clearly indicates that a development/building permit is required prior to the initiation of any repair of the flood-damaged structure.
3. On an individual, structure-by-structure basis, the floodplain manager will determine when each structure was constructed, whether it is a Pre-FIRM or Post-FIRM and whether it was constructed in compliance with the effective flood elevations. Each structure which is not compliant with the current effective flood elevation requirements will be evaluated to determine whether it has been substantially damaged and compare the fair market value (including labor and materials) of the total repair or improvement against pre-improvement, fair market value of the structure. The tax assessed value of the structure (excluding land) may be used in place of the fair market value. If the structure has been substantially damaged by the flood, it must be brought into full compliance with the elevation, anchoring, and other flood protection measures specified by the ordinance.
4. Allow the property owner, at his/her own expense, to provide an appraisal of the property which represents the current, fair market value of the structure. In the case of a building which has incurred substantial damage, the appraisal should reflect the value immediately prior to the damage. Story County will only accept appraisals performed by trained, qualified, State-licensed real estate appraisers.
5. If the appraisal exceeds the tax assessed value of the structure by more than fifteen (15) percent, Story County will have the property owner's appraisal report reviewed by an independent review appraiser to assure the value established by the appraisal represents the fair market value of the structure. If the review appraiser believes that the appraisal report supports a value greater than the tax assessed value, then the appraised value may be used to evaluate whether the proposed improvements or repairs to the structure would constitute a substantial improvement.
6. The value of the proposed improvement must also represent the current, fair market value of the work to be performed. If the structure has been damaged, the total value of the damage must be determined, regardless of whether the proposed owner proposed to make complete repairs or only repair a portion of the damage. Story County requires submission of a complete itemization of the cost of all the proposed repairs or improvements.
7. If the structure has been damaged, Story County may use the itemized insurance adjuster's report to establish the value of the damage. If there was no insurance coverage, prior to issuing any permit to repair the damage, Story County must determine the value of the total amount of the damage. In order to do this, Story County may require the property owner to provide an itemized breakdown of the costs to repair all the damage, prepared by a local, licensed building contractor. Story County should inspect the property and review this cost estimate to determine if it fairly represents the total damage and repair costs. Story County may hire a qualified building contractor to review the cost estimates.
8. Following a flood or other damage in a floodprone area, the Story County Floodplain Manager should be frequent (preferably daily) physical inspections of the flood damaged area to assure that repair work is not being performed without a permit. Story County should issue a dated, numbered permit, and require it to be posted at the building repair site. Police, Sheriff's

Department, Public Works Department employees and other community officials and employees should be requested to report to the Floodplain Manager any work activities being performed on buildings without a posted permit.

9. After each flood, tornado, wind storm or other event, it is recommended that Story County publish a notice in the local newspaper to remind property owners that permits are required to repair structural damage resulting from a flood, fire, tornado, winter storm or any other event. Property owners should be directed to the Planning and Development Department for assistance and information concerning a repair permit.
10. Periodically, and especially after any flood event, Story County should publicize (in a prominent location in the newspaper(s)), a notice, advertisement, or news article to remind residents that flood hazard areas exist and have been identified and mapped for Story County. Direct residents to the County Outreach and Special Projects Manager for the flood maps and offer assistance to help residents identify their property location relative to the floodplain. It is recommended that the notice or news article also discuss that Story County is a participant in the National Flood Insurance Program and that structures and contents flood insurance coverage is available to any property owner, regardless of the property location. The article or notice should also remind renters that they may purchase flood insurance coverage on their personal property and contents.

APPROVED

DENIED

Board Member Initials: _____

removed to next week

Meeting Date: _____

Follow-up action: _____

Economic Development Programming

STORY COUNTY BOARD OF SUPERVISORS

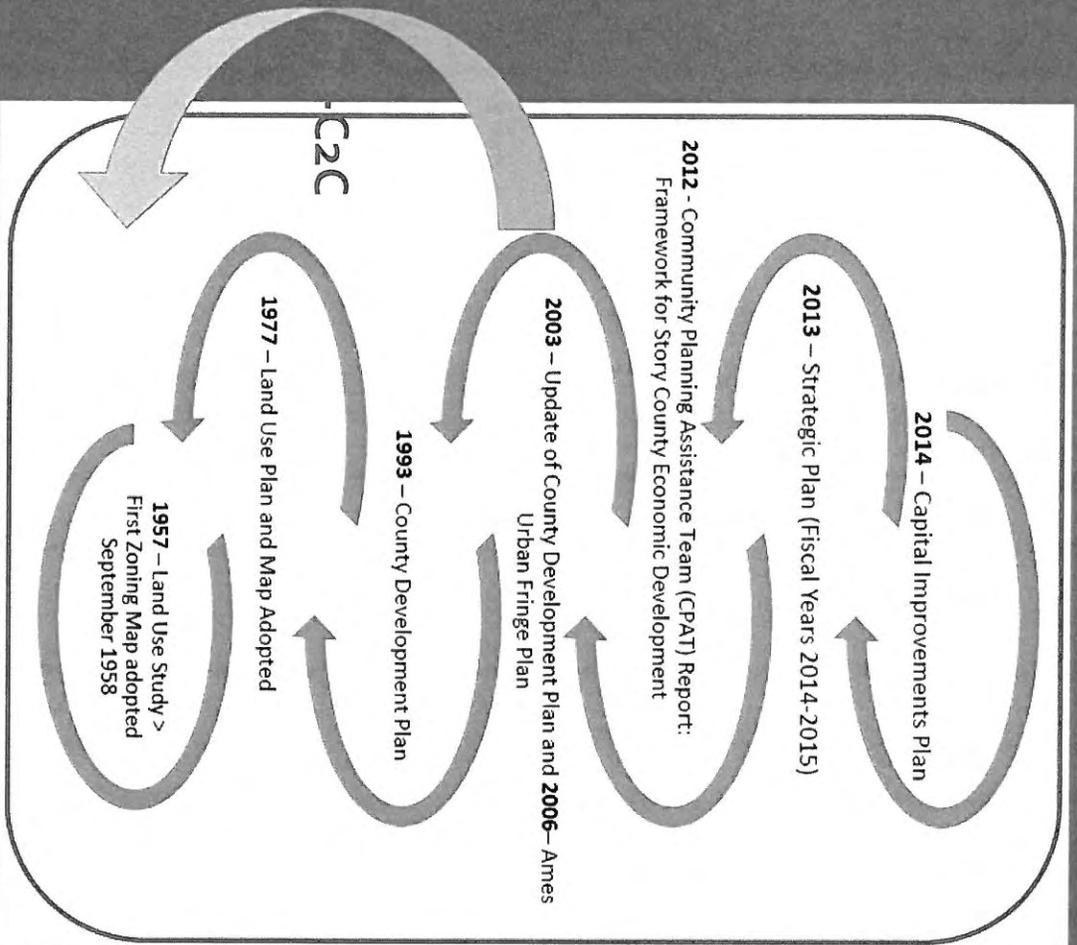


past

- Planning and Partnerships
- Story County Economic Development Group



Planning and Partnerships



Planning and Partnerships



Story County



Local Food and Farms: Growing Story County Story County Local Food Planning Strategic Action Plan

Story County Board of Supervisors - September 21, 2010
RESOLUTION #11-23
Grow Story County Committee and Story County Planning and Zoning



Story County Economic Development Group

- Formed in early 1990s
- Average annual amounts - ~\$50,000
- Increase to budgeted amount - \$110,000
- Bylaws and guidelines updated and adopted in fall 2016

present

- CPAT Report Card
- Story County Economic Development Group changes
- Funding and Programs



CPAT Report Card

**STORY COUNTY COMMUNITY
PLANNING ASSISTANCE TEAM**
A Strategic Story: A Framework for Story County
Economic Development
Final Report
Story County, Iowa
January 19, 2012

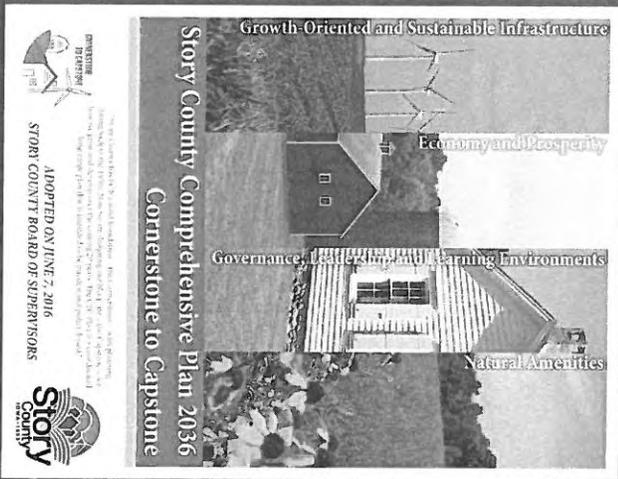
 American Planning Association
A Strategic Story: Community Design



Planning and Programming

- Strategic Planning
- CIP
- Façade Grant Program
- Urban Renewal Area Program
- AEDC Contracts
- Home Base Iowa
- C2C Plan
- Technical Assistance to Communities

C2C Vision and Goals



Economic Prosperity Chapter Goals

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- Appendix A
- Appendix B
- Appendix C
- Appendix D

Economic Prosperity

This Chapter outlines economic prosperity goals, objectives and strategies for the County.

6.1: Background and Economic Information	Pages
- Workforce and Commuter Patterns	6-2
- Potential Industry Clusters	6-5
- Key Geographic Areas for Growth	6-8
- Existing Economic Development Programs	6-9
6.2: Goals, Objectives, and Strategies	6-12



future

- Future Programming
 - Existing Programs to Modify
 - New Programs to Consider



no action taken



U.S. BOARD ON GEOGRAPHIC NAMES

GEOGRAPHIC NAME PROPOSAL RECOMMENDATION

Proposed Geographic Name Story Creek

This is to notify the U.S. Board on Geographic Names that the:

Story County Board of Supervisors
(Name of government entity, organization, or individual)

recommend that the U. S. Board on Geographic Names:

- Approve the Proposed Name**
- Reject the Proposed Name**
- Take Action as Specified Below**
- Render a Decision Without Our Recommendation**

Comments (the following factors contributed to this recommendation; attach supporting documentation if appropriate):

(Name)

(Title)

(Address)

(Telephone)

(City, State, ZIP Code)

(E-mail)

(Signature)

(Date)

Return to: U.S. Board on Geographic Names
U.S. Geological Survey
523 National Center
Reston VA 20192-0523
Telephone: (703) 648-4552
Fax: (703) 648-4549
E-mail: BGNEXEC@usgs.gov

DOMESTIC GEOGRAPHIC NAME PROPOSAL SUMMARY

PROPOSE NEW OR CHANGE NAME

Name Proposal ID:

9691

Date Created:

27-JUL-19

Date Submitted:

27-JUL-19

Proposed Name:

Story Creek

Action Requested:

Change an existing name

Existing Name:

Squaw Creek

Unnamed Evidence:

-

Locally Used:

No

Locally Used Years:

-

Local Conflict:

No

Local Conflict Detail:

-

Additional Details:

-

FEATURE INFORMATION

GNIS Feature ID:

461933

Feature class:

STREAM

Descriptive information:

The watershed of this stream spans Boone, Hamilton, Story, and Webster counties. The stream itself is part of the larger South Skunk River Watershed (HUC 8) which, after combining with the North Skunk River, becomes the Skunk River. The Skunk River flows into the Mississippi River which ultimately

drains into the Gulf of Mexico.

Meaning or significance:

Story County is the county of (by far) the highest population through which this stream flows. The county was named in 1853, after Joseph Story. Individuals of Native American descent have protested the name of this stream beginning at least in the 1990's, and it is known that the current name has an offensive connotation.

Commemorative:

Yes

Biographical information:

Joseph Story (1779 – 1845) was an American lawyer and jurist who served on the Supreme Court of the United States from 1812 to 1845. He is most noted for his opinion in 1840 in United States v. The Amistad, which has been described by historians as the most important court case involving slavery before the case of Dred Scott in 1857.

Supporting materials:

No

SUPPORTING MATERIALS

No information entered.

STATES AND COUNTIES

State Name	County Name
Iowa	Hamilton
Iowa	Story
Iowa	Boone

GEOGRAPHIC COORDINATES

Obtained From	Describe Other	Lat Deg	Min	Sec	Long Deg	Min	Sec	Decimal Lat	Decimal Long	Details
Geographic Information System	-	-	-	-	-	-	-	42.034626	-93.635054	Feature runs through Boone, Hamilton, and Story counties.

ADMINISTRATIVE AREAS

Administrative Area Type	Administrative Area Name	Details
Other State-managed Land	-	Iowa

MAPS AND DOCUMENTS WITH NAME

No information entered.

OTHER (VARIANT) NAMES AND THEIR SOURCE

No information entered.

AUTHORITIES

Last Name	First Name	Phone	Email Address	Physical Address	City	State	Zip	Occupation	Years
Stevenson	Mary Beth	3193258593	MaryBeth.Stevenson@dnr.iowa.gov	323 Stanley Hydraulics Laboratory	Iowa City	Iowa	52242	Eastern Basin Coordinator	-
Ament	Kyle	5157258389	Kyle.Ament@dnr.iowa.gov	502 E. Ninth St.	Des Moines	Iowa	50319	Western Basin Coordinator	-

SUBMITTERS AND PREPARERS

Role	Last Name	First Name	Phone	Email Address	Physical Address	City	State	Zip	Company	Title
BOTH	Martin	Jasmine	6052021695	miss.martin@ymail.com	2346 Edenburn Dr., #47A	Ames	IA	50010	-	-

DGNP Guest

CHAPTER 3. DOMESTIC GEOGRAPHIC NAMES POLICIES

Policy II. Name Changes

Geographic names provide important spatial, cultural, and historical references. Each name identifies a particular geographic feature, place, or area, and may be a distinct feature or part of another feature such as individually named peaks on a named mountain. This requires a high degree of stability in the written form of a name and its application. Consequently, changes in existing names should not be made without a compelling reason. Proposed changes must be submitted to the BGN for review and approval before being used in Federal publications.

“Name change” means formally revising the official name of a geographic feature in the United States or its territories and outlying areas. The BGN recognizes two classes of name changes:

- those made to bring official Federal usage into agreement with well-established local usage and/or with present-day local support and
- those made to eliminate particular name problems as in proposals involving names asserted to be offensive, duplicate names, or names originally established on the basis of incorrect information.

Sec. 1 Existing names, especially personal commemorative names, which honor an individual, and those names in longstanding public usage, should not be changed unless the proponent presents a compelling reason to do so. Even when the historical basis for an existing name is unknown, the BGN will still treat it with deference (see also Policy III. Commemorative Names, Sec. 4).

Sec. 2 The BGN prefers to recognize present-day local use or acceptance. The BGN will consider proposals to change official names that the proponent believes are inconsistent with well-established local use.

Sec. 3 The BGN prohibits the inclusion of derogatory words in a proposed geographic name (see Policy V. Derogatory and Offensive Names).

Sec. 4 Common names are sometimes applied to two or more features in close proximity. Where it can be demonstrated that duplication has led to confusion, the BGN will consider a proposal to change an existing name (see Policy VII. Duplicate and Similar Names). The BGN may disapprove a name change proposal that duplicates another nearby name.

Sec. 5 The need to correct a name for historical accuracy may not always be sufficiently compelling to change the existing name. However, proposals to correct a misspelling of a historic or personal commemorative name will generally be given favorable consideration if the proponent presents convincing evidence that the name has been misspelled and should be changed.

Sec. 6 The BGN initiates name changes only in rare cases such as those involving certain derogatory names and changes in name applications.

CHAPTER 3. DOMESTIC GEOGRAPHIC NAMES POLICIES

Guidelines

When a name change proposal is received, the BGN investigates the background of the current name and solicits recommendations from any individual or Federal, Tribal, State or local authority that it determines might have an interest in the feature. The BGN carefully considers all relevant factors when reviewing a name change proposal, including the extent and distribution of usage, historical context, and lexical meanings.

In the event of a name change, the prior form appears in the permanent Geographic Names Information System (GNIS) record as a variant name (see Policy VIII. Variant Names).

Approved

Promulgation authorized
Executive Secretary
Domestic Geographic Names

UNITED STATES
BOARD ON GEOGRAPHIC NAMES

CASE BRIEF (Domestic)

Story Creek: stream; 42 mi. long; heads in Webster Township 3.4 mi. NW of Stanhope at 42°18'25"N, 93°51'26"W, flows generally SE through into the South Skunk River in the City of Ames; named in relation to Story County where the stream's mouth is located; Tps83-87N, Rgs24-26W, Fifth Principal Meridian; Story County, Boone County, and Hamilton County, Iowa; 42°00'38"N, 93°35'45"W; USGS map – Ames East 1:24,000 (mouth); Not: Montgomery Creek, Squaw Creek, Squaw Fork, Squaw Fork Skunk River
https://geonames.usgs.gov/apex/gazvector.getesrimap?p_lat=42.0105422&p_longi=-93.5957729&fid=461933

Proposal: to change a name considered offensive

Map: USGS Ames East 1:24,000 (mouth)

Proponent: Jasmine Martin; Ames, IA

Administrative area: None

Previous BGN Action: None

Names associated with feature:

GNIS: Squaw Creek (FID 461933)

Local Usage: Squaw Creek (City of Ames, Story County, Boone County, Hamilton County)

Published: Montgomery Creek (*Karte von Iowa* 1852; *Colton's Iowa* 1869; General Land Office 1878); Squaw Creek (USGS 1912, 1914, 1916, 1965, 1975, 1978, 1985, 1993, 2010, 2013, 2015, 2018; AMS 1954, 1955; FEMA 2005, 2008; Iowa Department of Transportation; *Map of Story County* 1875; Rand McNally maps 1879, 1897; Story County map 1883; *Plat Book of Boone County* 1896, 1939; *Souvenir Atlas of Story County* 1910; *Standard Atlas of Hamilton County* 1918; City of Ames documents; Story County documents; Boone County documents; Hamilton County documents); Squaw Fork (*Sectional Map of Iowa* 1875); Squaw Fork Skunk River (*Atlas of Story County* 1902; *Souvenir Atlas of Story County* 1910; Story County atlas 1919)

Case Summary: This proposal is to change the name of Squaw Creek, a 42-mile-long tributary of the South Skunk River, to Story Creek. The stream flows through Hamilton County, Boone County, Story County, and the City of Ames.

The proponent states “Individuals of Native American descent have protested the name of this stream beginning at least in the 1990s, and it is known that the current name has an offensive connotation.” She believes the proposed name is fitting because “Story County is the county of (by far) the highest population through which this stream flows.”

Story County was named for Joseph Story (1779-1845), a native of Massachusetts who was an Associate Justice of the Supreme Court of the United States from 1812 to 1845. He is best remembered for his majority opinion in the 1841 case *United States v. Schooner Amistad*, in which the Southern-dominated court ruled 8-1 that kidnapped Africans enslaved by the Spanish were not regarded as enslaved under the 1807 law that forbade the international slave trade. Although he was against slavery, Story also wrote the majority opinion in the 1842 case *Prigg v. Pennsylvania*, in which he argued that the Federal Fugitive Slave Act (1793) precluded a

Pennsylvania law prohibiting African-Americans from being taken out of Pennsylvania into slavery in the South.

The name Squaw Creek has appeared on USGS maps since 1912. It is in widespread use by the City of Ames; by Story County, Boone County, and Hamilton County; and by the Iowa Department of Transportation. Other names for the stream have been published: Montgomery Creek in 1852, 1869, and on a General Land Office map in 1878; Squaw Fork in 1875; and Squaw Fork Skunk River in 1902, 1910, and 1919.

The stream is located within the project area of the Northern Tallgrass Prairie National Wildlife Refuge but is not on any lands managed by the U.S. Fish and Wildlife Service.

Proposed by: Jasmine Martin; Ames, IA

Submitted by: same

Prepared by: M. O'Donnell

Case ID: 5136

Reviewed by: J.Runyon

Date: 7/27/19

Date: same

Date: 9/25/19

Quarterly Review List: 437

Date: 10/2/19

CHAPTER 3. DOMESTIC GEOGRAPHIC NAMES POLICIES

Policy V. Derogatory and Offensive Names

The BGN's guiding principle for the names of places, features, and areas in the United States and its territories is to approve for official Federal use the names found in present-day local usage (see Principle II. Names in Local Use). An exception to this principle may occur when a name is derogatory or is shown to be offensive to a particular racial or ethnic group, gender, or religious group.

Because geographic names are part of the historical record of the United States, the BGN prefers to proceed cautiously with regard to the use of names in everyday language, as attitudes and perceptions of words considered to be offensive can vary among individuals and communities and can change connotation over time. Accordingly, the BGN will act on a case-by-case basis.

Two words, however, are considered derogatory by the BGN in all occurrences. In 1963, the Secretary of the Interior mandated the word "Nigger" in geographic names on Federal maps and other products be changed to "Negro." In 1974, the BGN mandated the word "Jap" in geographic names on Federal maps and other products be changed to "Japanese."

Sec. 1 The BGN will not consider a name proposal that includes the derogatory word "Jap" or the derogatory word "Nigger."

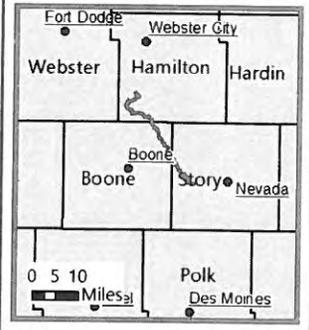
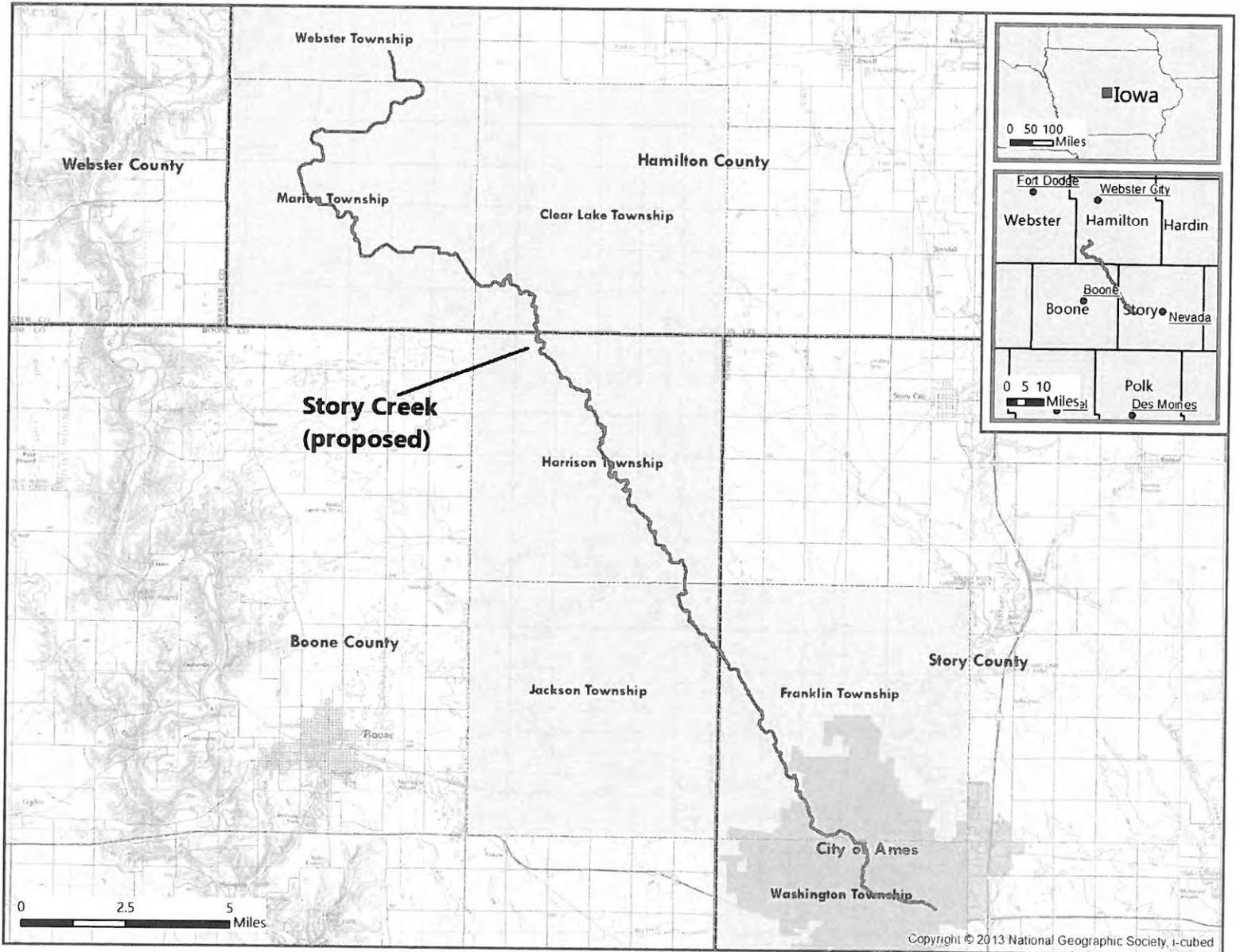
Sec. 2 The BGN will not make official for Federal use a locally used name that is determined by the BGN to be offensive to a particular racial or ethnic group, gender, or religious group.

Sec. 3 Proposals to change names considered to be offensive must meet the same basic criteria required of any other name proposal, and will be processed using the same procedures as any other name change (see Policy II. Name Changes).

Guidelines

Any individual or agency may submit to the BGN a proposal to change an existing name that they consider offensive. Such proposals should include reasons why the proponent believes the existing name is offensive. The proponent must offer an alternative name as part of the proposal, following BGN guidelines for name proposal submittals.

In proposing an alternate name, a conscientious effort should be made to offer an alternative name that does not eliminate or obscure the original intent of the geographic name as a historical record on the cultural landscape, taking into account the historical, cultural, or ethnic significance of the original name.



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APPLICATION FOR APPOINTMENT

TO BOARDS, COMMISSIONS AND COMMITTEES
ADVISING THE STORY COUNTY BOARD OF SUPERVISORS



Gina M McAndrews

NAME **ADDRESS**
 Realtor _____
OCCUPATION **ADDRESS AT WORK**

HOME/CELL PHONE **BUSINESS PHONE**

EMAIL ADDRESS: GinaMcAndrews@Gmail.com

EDUCATION: B.S. Animal Science, M.S. International Developmental Studies, Ph.D. Ecology and Evolutionary Biology (all ISU), Courses in Business, Real Estate, Spanish

LIST NAMES OF BOARDS OR COMMISSIONS IN ORDER OF PREFERENCE:

1. Planning and Zoning Commission
2. _____
3. _____

WHY DO YOU WISH TO SERVE ON THIS BOARD?

I've traveled and lived in many states and countries, and decided to stay in Story county because of my love of it's environment, people, and all it has to offer. I've lived here many years, and would like to give back to the county and use my skills to help contribute to decisions the Board of Supervisors and Board of Adjustment need to make on how land in the county is used and developed.

WHAT QUALIFICATIONS DO YOU FEEL YOU HAVE?

I've lived in Story county for over 34 years, was raised on and have worked on several Iowa farms, taught at Iowa State University for 17 years, have been a local realtor for over 11 years, have a pretty good knowledge of the county and have a great love for Story county environment and landscape.

DO YOU HAVE ANYTHING ELSE TO ADD?

Thank you for this opportunity and please let me know if you've any questions.

PLEASE SUBMIT COMPLETED APPLICATION TO: **STORY COUNTY BOARD OF SUPERVISORS**

**STORY COUNTY ADMINISTRATION
900 6TH STREET
NEVADA, IOWA 50201**

RECEIVED

NOV 07 2019

STORY COUNTY
BOARD OF SUPERVISORS

APPROVED

DENIED

Board Member Initials: AM

THANK YOU FOR YOUR INTEREST IN SERVING STORY COUNTY. 12-3-19

Follow-up action: effective 11/20 - 12/31/24

August 28, 2019-November 22, 2019			Q4 2018	
Completed	Work Orders	On-Call	Work Orders	On-Call
Admin	134	2	118	9
GH	65	2	103	11
Conservation	14	2	9	1
HSC	75	8	101	18
Jail	141	10	122	5
JC	105	9	109	16
Animal Control	30	3	0	1
Engineer	26	0	10	5
Total	590	36	572	66

Snow days: 3

- Removed front entry precast overhang at JC
- Assisted Auditor's office with voting supply delivery
- Stair treads installed at Admin building
- Sprinkler inspections completed at Admin and JC
- Continued flooring replacement at HSC
- Began remodel of multipurpose room at Conservation
- Asphalt driveway poured at Animal Control
- Custodial/maintenance assistant turnover-in the process of hiring replacement
- Added egress gate for adjacent property owner at Animal Control
-
-
-

**STORY COUNTY CONSERVATION
QUARTERLY REPORT
December 3, 2019
Michael D. Cox, Conservation Director**

Tedesco Environmental Learning Corridor (TELC)

- Final easements have been secured for the R38 trail connection and design is underway.

Heart of Iowa Nature Trail Paving

- Grand opening of the new trail between Huxley and Slater was held in Slater.
- Phase 2 design is underway. This segment is from Huxley to Cambridge.

Praeri Rail Trail Extension

- This construction has been halted for the winter and will begin again in the spring

Hickory Grove Beach House Construction

- Construction of the beach house is underway.

Hickory Grove Park Lake Renovation

- Work is underway. Project will be complete in the spring of 2020. All dredging is complete. The contractor is currently working on final drawdown, fish structure placement and final shore armoring.

Dakins Lake Cabin

- We are in the process of reconsidering options for a cabin.

Hannums Mill Lowhead Dam

- Development of mitigation options is underway. A public meeting will be scheduled in December to review options for mitigation.

Army Corps of Engineers

- Corps personnel continue to conduct disposal requirements. A Phase 1 Archeological report is being completed by the Corps. Transfer is anticipated to happen in 2021

Events/Environmental Education

- Two staff attended the National Interpreters Workshop Conference in Denver, CO
- A Lake clean-up was held at McFarland Park and Petersen Park focusing on fishing line removal from brush and branches over/near the water
- We partnered with the Ames Public Library to create Park Packs. These are backpacks which can be checked out and used for exploring natural areas.
- We assisted with a prairie field day for all Ames High School sophomore students
- SCC is cosponsoring winter hikes and public programs at the library with OASCO
- We have set up several recording sessions over the winter for the Common Ground Initiative