

The Board of Supervisors met on 5/26/20 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, Lisa Heddens, and Lauris Olson, with Murken presiding. (all audio of meetings available at storycountyiowa.gov). Murken read the special note to the public: due to recommendations to limit gatherings to no more than ten (10) people in order to help slow the spread of the COVID-19 virus, public access to the meeting will be provided via conference call originating from the Story County Administration Building.

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

UPDATES ON COVID-19 – Olson described a recent encounter in the restroom. Olson asked Human Resources to document in a memo any conversations with all the other Elected Officials about their intentions to voluntarily comply with the County's policy to wear face coverings in the common areas. Olson requested legal clarification about the authority of the Board, either as a body or as individuals, enforcing compliance in common areas.

MINUTES: 5/1/20, 5/5/20, 5/8/20, 5/12/20, 5/15/20, and 5/19/20 Minutes – consideration moved the 6/2/20 meeting.

CLAIMS: 5/28/20 Claims of \$ 3,096,205.80 (run date 5/22/2020, 31 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$874.27), Holding-Seized Funds (\$287.00), Emergency Management (\$133.80), E911 surcharge (\$23,186.21), County Assessor (\$33,672.39), Ames City Assessor (\$6,054.57), and Central Iowa Community Services (\$278,414.93). Heddens moved, Olson seconded the approval of Claims as presented. Roll call vote. (MCU)

Olson moved, Heddens seconded approval of the Consent Agenda as presented

1. City of Nevada Building Permit Application for the building approved at the 5/4/20 Board Meeting
2. Comprehensive Opioid Abuse Program (COAP) Grant through the Office Of Drug Control Policy, 5/1/20-9/30/22, for \$449,100.00 (federal dollars)
3. Resolution #20-97, the 2020 Noxious Weed Resolution
4. Resolution 20-98 Agreement with the City of Story City, Iowa, for grading and paving of Timberland Drive
5. US Department of Justice Bureau of Justice Assistance (DOJ BJA) Coronavirus Emergency Supplemental Funding Grant for \$58,008.00
6. FY21 County Substance Abuse Prevention and Treatment with Iowa Department of Public Health (IDPH) for \$10,000.00, subcontracted with Youth and Shelter Services (YSS)
7. Amendments to the economic development process and policies (to address timelines only)
8. License Fees between Story County and RoseRush Services, LLC for annual software licensing, support and upgrades, effective 6/1/20-5/31/21, for \$4,290.00
9. Renewal with Employee and Family Resources for Employee Assistant Program, effective 7/1/20-6/30/21, for \$5,940.00

Roll call vote. (MCU)

RESOLUTION # 20-94, FY20 BUDGET AMENDMENT – Lisa Markley, Assistant Auditor, provided an overview of the budget process, and provided detail about fund balances by fund. Murken opened the public hearing at 10:11 a.m., and, hearing none, she closed the public hearing at 10:11 a.m. Heddens moved, Olson seconded the approval of Resolution #20-94, FY20 Budget Amendment as presented. Roll call vote. (MCU)

SECOND CONSIDERATION OF ORDINANCE NO. 288, AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY – Amelia Schoeneman, County Planner, reported on review, and asked for questions; she recommends approval of second consideration and waiver of the third and final consideration. Discussion took place. Murken opened the public hearing at 10:16 a.m., and, hearing none, she closed the public hearing at 10:16 a.m. Olson moved, Heddens seconded the approval of Second Consideration of Ordinance No. 288, Amending certain boundaries of the Official Zoning Map of Story County from A-1 Agricultural District and R-1 Transitional Residential District to the GB-C Greenbelt-Conservation District, as put forth in case REZ01-20 and Waive Third and Final Consideration. Roll call vote. (MCU)

RESOLUTION #20-95, FY20 APPROPRIATION AMENDMENT – Lisa Markley, Assistant Auditor, reported on process to appropriate amended dollars. Heddens moved, Olson seconded approval of Resolution #20-95, FY20 Appropriation Amendment as presented. Roll call vote. (MCU)

HIRING FREEZE EXCEPTION FOR COUNTY ATTORNEY VICTIM WITNESS INTERNS – Tim Meals, Story County Attorney, reported on the funded positions and anticipated work schedule. Discussion took place. Heddens moved, Olson seconded the approval of Hiring Freeze Exception for (3) three County Attorney Victim Witness Interns. Roll call vote. (MCU)

REVISED OPEN RECORDS POLICY (AFTER SEVEN-DAY REVIEW) – Sandra King, External Operations and County Services Director, reported on the three comments received. Discussion took place. Heddens moved, Murken seconded approval of Revised Open Records Policy (after seven-day review) as presented. Heddens aye, Olson nay, Murken aye. Motion carries.

AMES URBAN FRINGE PLAN - LEARNING ABOUT MAIN COMPONENTS OF PLAN, DISCUSSING CONCERNS, STRENGTHS AND WEAKNESSES OF THE PLAN AND 28E AGREEMENT, AND IDEAS ON WORKING WITH CITY OF AMES, CITY OF GILBERT, AND OTHERS, AND THE GENERAL PUBLIC INPUT PROCESS – Jerry L. Moore, Planning and Development Director, reported on extensively on background information, primary documents, and the process. Discussion took place. Moore reviewed related documents and issues. Additional discussion took place. Murken clarified the next steps.

PURCHASING A REPLACEMENT WATER HEATER AND ASSOCIATED INSTALLATION MATERIAL, FOR THE JAIL KITCHEN, TOTAL ESTIMATED COST OF \$12,000.00 (UN-BUDGETED) – Joby Brogden, Facilities Management Director, reported on the needed replacement; no budget amendment is needed. Olson moved, Heddens seconded the approval of Purchasing a Replacement Water Heater and Associated Installation Material, for the Jail Kitchen, at a total estimated cost of \$12,000.00. Roll call vote. (MCU)

DISCUSSION ON PROPOSED MODIFICATIONS AND COMMENTS ON THE STRATEGIC PLAN – Leanne Harter, County Outreach and Special Project Manager, reported on the history and the organization of the plan. She reviewed rules, necessary action steps, and feedback. Harter reported on next steps. Discussion took place. Harter will return to the Board on 6/9/20.

UPCOMING AGENDA ITEMS: Olson received final draft for the new Region 11 Workforce Commission Opportunity map and forwarded it to the County Attorney’s Office for review.

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

Heddens moved, Olson seconded to adjourn at 12:51 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
5/26/20

1. Originating From Administration Building, Story County Public Access Provided Via Conference Call

SPECIAL NOTE TO THE PUBLIC: Due to recommendations to limit gatherings to no more than ten (10) people in order to help slow the spread of the COVID-19 virus, public access to the meeting will be provided via conference call to listen to the meeting. Members of the public who would like to call in:

- Dial 515-603-3144
- Enter 895791# when prompted for the access code

**We ask that you mute your phone if possible.

Audio recordings of all Board meetings will be posted on our website www.storycountyiowa.gov shortly after the meeting is concluded. You may access these recordings at any time by clicking on the Meetings and Agendas button on the home page.

**If you have called to listen to the Board of Supervisors meeting and you have a question or comment, You can now text us during the meeting at 515-451-7293

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1
5. ADOPTION OF AGENDA:
6. UPDATES ON COVID-19
 - a) Staff
 - b) Supervisors
7. PUBLIC COMMENT #1:

This comment period is for the public to address topics on today's agenda
8. DISCUSSION AND CONSIDERATION OF ITEMS BROUGHT BEFORE THE BOARD WITH REQUEST FOR IMMEDIATE ACTION:
9. AGENCY REPORTS:
10. CONSIDERATION OF MINUTES:
 - I. 5/1/20, 5/5/20, 5/8/20, 5/12/20, 5/15/20, And 5/19/20 Minutes

Department Submitting Auditor
11. CONSIDERATION OF PERSONNEL ACTIONS:
12. CONSIDERATION OF CLAIMS:
 - I. 5/28/20 Claims

Department Submitting Auditor

Documents:

CLAIMS 052820.PDF

13. CONSENT AGENDA:

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

- I. Consideration Of The City Of Nevada Building Permit Application For The Building Approved At The 5/4/2020 Board Meeting

Department Submitting Sheriff

Documents:

BUILDING PERMIT.PDF

- II. Consideration Of Comprehensive Opioid Abuse Program (COAP) Grant Through Office Of Drug Control Policy 5/1/20-9/30/22 In The Federal Amount For \$449,100.00

Department Submitting Auditor

Documents:

OPIOID.PDF

- III. Consideration Of Resolution #20-97, The 2020 Noxious Weed Resolution

Department Submitting Auditor

Documents:

WEED RESOLUTION 2020.PDF

- IV. Consideration Of Resolution 20-98 Agreement With The City Of Story City, Iowa For Grading And Paving Of Timberland Drive

Department Submitting Engineer

Documents:

AGR TIMBERLAND DR GRADING_PAVING.PDF

- V. Consideration Of DOJ BJA Coronavirus Emergency Supplemental Funding Grant For \$58,008

Department Submitting Sheriff

Documents:

CESF NARRATIVE.PDF
FCQ QUESTIONNAIRE.PDF
REFERENCE SHEET.PDF
CESF BUDGET.PDF
US DEPT OF JUSTICE.PDF
DISCLOSURE.PDF

- VI. Consideration Of FY21 County Substance Abuse Prevention & Treatment With IDPH
For \$10,000 Subcontracted With Youth & Shelter Services

Department Submitting Auditor

- VII. Consideration Of Amendments To The Economic Development Process And Policies
(To Address Timelines Only)
Consent

Department Submitting Board of Supervisors

Documents:

DEADLINES FOR MAY 2020.PDF

- VIII. Consideration Of License Fees Between Story County And RoseRush Services, LLC
For Annual Software Licensing, Support And Upgrades Effective 6/1/2020 - 5/31/2021
For \$4,290.00

Department Submitting Information Technology

Documents:

SHELTERPRO INVOICE.PDF

- IX. Consideration Of Renewal With Employee And Family Resources For Employee
Assistant Program Effective 7/1/20-6/30/21 For \$5,940.00

Department Submitting Human Resources

Documents:

EFR.PDF

14. PUBLIC HEARING ITEMS:

- I. Consideration Of Resolution # 20-94, FY20 Budget Amendment - Lisa Markley

Department Submitting Auditor

Documents:

RES 2094.PDF

- II. Second Consideration Of Ordinance No. 288, Amending Certain Boundaries Of The
Official Zoning Map Of Story County – Amelia Schoeneman

Department Submitting Planning and Development

Documents:

SECOND CONSIDERATION MEMO.PDF
FIRST CONSIDERATION STAFF REPORT.PDF
ORDINANCE NO 288.PDF
REZONING PLAT.PDF
REZONING AND C2C REQUESTS.PDF
PRAIRIE SURVEY.PDF
MAY 2019 PRAIRIE SURVEY.PDF

15. ADDITIONAL ITEMS:

I. Consideration Of Resolution #20-95, FY20 Appropriation Amendment - Lisa Markley

Department Submitting Auditor

Documents:

RES 2095.PDF

II. Discussion And Consideration Of Hiring Freeze Exception For County Attorney Victim Witness Interns - Tim Meals And Julie Erickson

Department Submitting Human Resources

Documents:

ATTORNEY VW INTERNS.PDF

III. Discussion And Consideration Of Revised Open Records Policy (After Seven Day Review) - Sandra King

Department Submitting Board of Supervisors

Documents:

OPEN RECORDS POLICY REVISED 2020FINAL.PDF

IV. Discussion And Consideration Of Ames Urban Fringe Plan - Learning About Main Components Of Plan, Discussing Concerns, Strengths And Weaknesses Of The Plan And 28E Agreement, And Ideas On Working With City Of Ames, City Of Gilbert, And Others, And The General Public Input Process – Jerry L. Moore

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
AUF.PDF
AUF LAND USE FRAMEWORK MAP.PDF
28E AGREEMENT.PDF

ENVIRONMENTAL HEALTH COMMENTS.PDF

- V. Discussion And Consideration Of Purchasing A Replacement Water Heater And Associated Installation Material, For The Jail Kitchen. Approximately \$12,000.00 (Un-Budgeted) - Joby Brogden

Department Submitting Facilities Management

Documents:

PLUMB SUPPLY.PDF

16. DEPARTMENTAL REPORTS:

17. OTHER REPORTS:

- I. Discussion On Proposed Modifications And Comments On The Strategic Plan - Leanne Harter

Department Submitting Board of Supervisors

Documents:

2020 STRATEGIC PLAN REVIEW.PDF

18. UPCOMING AGENDA ITEMS:

19. 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.

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

21. ADJOURNMENT:

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

**Story County
Board of Supervisors
Agenda
5/26/20**

NAME

ADDRESS

Joby Bracken
hudson mackley

SCFM
And

CITY OF NEVADA

BUILDING PERMIT APPLICATION

BUILDING PERMIT NO.: _____

ZONING PERMIT NO.: _____

UBC CLASSIFICATION: _____

NAME MAILING ADDRESS CITY/STATE/ZIP PHONE (DAY/EVE)	PERSON OR BUSINESS	CONTRACTOR (IF ANY)
	Story County Sheriff	Wagler Builder
	1315 South B Ave	12466 Mink Blvd
	Nevada, IA 50201	Bloomfield, IA 52537
	515-382-7200	641-777-5000

LOCATION PERMIT IS FOR: 1315 South B Ave	FEES	
Nevada, IA 50201	WATER MTR / HOOK UP	
LEGAL DESCRIPTION:	SEWER HOOK UP	
	SITE PLAN	
	PLAN REVIEW	
NATURE OF WORK TO BE DONE:	BUILDING PERMIT	
Polo Barn		
	TOTAL AMOUNT DUE	
	RECEIPT NO:	

NEW ☒ ADD _____ ALTER _____	INSPECTIONS		
REPAIR _____ DEMOLISH _____ MOVE _____	ITEM	DATE	INSPECTOR
OTHER	BUILDING		
	Setback		
	Footing		
RESIDENTIAL _____ NON-RESIDENTIAL ☒	Foundation		
NO. OF STORIES: 1	Framing		
NO. OF DWELLING UNITS: N/A	Gypsum Board		
CHANGE OF USE FROM: N/A	Final		
CHANGE OF USE TO (PROPOSED USE):	Other:		
	PLUMBING		
	Groundwork		
	Rough		
	Final		
PLOT PLAN ATTACHED: YES _____ NO _____	Other:		
PLOT PLAN APPROVED: YES _____ NO _____	ELECTRICAL		
VALUATION OF WORK:	Groundwork		
SIDE YARD: _____ FRONT YARD: _____	Rough		
REAR YARD: _____ USE ZONE: _____	Final		
LOT AREA: _____	Other:		
VACANT SITE: YES _____ NO _____	MECHANICAL		
HEIGHT: _____	Rough		
BLDG AREA: _____	Final		
	Other:		
	SMOKE DETECTOR		
	SPRINKLER SYSTEM		
VARIANCE NO.: _____	FINAL INSPECTION		

Should any part of the lot described above be in the flood plain or floodway, the applicant must submit a flood plain development permit application and is required to submit an elevation certification.

All work done under this permit shall be in compliance with the Ordinances of the City of Nevada, the laws of the State of Iowa and the state building code which has adopted the following codes:

- International Building Code, IBC (2003)
- International Residential Code, IRC (2003)
- National Electrical Code, NEC (2005)
- International Mechanical Code, IMC (2003)
- Uniform Plumbing Code, UPC (2000)
- Model Energy Code, MEC (1992)

It shall be the responsibility of the owner or contractor to contact the building inspector for all inspections at least two days prior to desired date of inspection.

NOTICE

This permit becomes null and void if work or construction authorized is not commenced within 120 days, or if construction or work is suspended or abandoned for a period of 120 days at any time after work is commenced.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulation construction or performance of construction.

SIGNATURE OF AUTHORIZED AGENT



DATE

5/22/2020

FOR OFFICIAL USE ONLY

APPLICATION APPROVAL

This application is not a permit until signed by building official and fees are paid and application marked approved in space provided.

Signature

Date

File

This permit covers work to be done on private property only. Any construction on the public domain (curbs, sidewalks, driveways, etc.) will require separate permission.

Remarks:

Contractor or Authorized Agent:

Date:

APPLICATION DENIAL

This application has been denied because the proposed construction did not comply with the following:

Article _____, Section of the _____

Article _____, Section of the _____

Article _____, Section of the _____

Signature _____ Date _____

Remarks:

COMPREHENSIVE OPIOID ABUSE PROGRAM (COAP)

Governor's Office of Drug Control Policy
Pape State Office Bldg., 5th Floor
215 E 7th Street, Des Moines, Iowa 50319 (515) 725-0300
CFDA #16.838
U.S. Department of Justice

Grantee: Story County Attorney 126 S. Kellogg, Suite 203 Ames, Iowa 50010 Phone: 515/232-4185	Grant #19-COAP-05 Grant Period: May 1, 2020 – September 30, 2022 Federal: \$449,100 Match: \$0 Total: \$449,100
Federal ID Number: 42-6005024	ODCP Contact: Dennis Wiggins 515/725-0311
Legal Applicant: Linda Murken	Program Director: Timothy Meals

This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract, and agree to abide by the terms set forth within.

SPECIAL CONDITIONS

In witness wherefore, the parties hereto have executed this grant the day and year specified below.

SIGNATURES/DATES

 5/22/2020 

Legal Applicant/Date

Program Director/Date

ODCP Administrator/Date

Iowa Governor's Office of Drug Control Policy
CERTIFIED ASSURANCES

NON-SUPPLANTING

The grantee assures that Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for project activities.

MATCHING FUNDS

The grantee assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for criminal justice activities by the recipients of grant funds and shall be provided on a project-by-project basis.

RECORD KEEPING

The grantee assures that fund accounting, auditing, monitoring, evaluation procedures, and such records as the Governor's Office of Drug Control Policy shall require, shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received.

REPORTING

The grantee assures that it shall maintain such data and information and submit such reports in such form, at such times, and containing such data and information as the Governor's Office of Drug Control Policy may reasonably require to administer the program.

FINANCIAL AND ADMINISTRATIVE GUIDE

The grantee assures that it will comply with the provisions of the Office of Justice Programs' "Financial and Administrative Guide for Grants. <http://ojp.gov/financialguide/DOJ/index.htm>

COMPLIANCE WITH FEDERAL PROCEDURES

The grantee assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information Systems; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.

DUNS/SAM Registration:

The grantee assures that it will register and provide the Governor's Office of Drug Control Policy a Data Universal Number System (DUNS) number. The recipient shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

Recipient Integrity and Performance

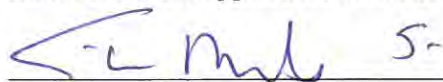
The grantee assures that it will comply with any and all applicable requirements regarding reporting of

information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

CERTIFICATION

I certify that the program in this application meets all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; that all the information presented is correct; and the application will comply with the provisions of the Act and all other Federal laws, regulations, and guidelines. By appropriate language incorporated in each subcontract or other document under which funds are to be disbursed, the undersigned shall assure the applicable conditions above apply to all recipients of assistance.



Signature - Project Director



Signature - Legal Applicant



Date



Date

CIVIL RIGHTS REQUIREMENTS INFORMATION

1. Civil Rights Contact Person:

Timothy Meals

2. Title/Address:

Timothy Meals, Story County Attorney

1315 S. B. Ave

Nevada, IA 50201

3. Telephone Number:

515-382-7256

4. Number of persons employed by the agency responsible for administering this grant:

25

Iowa Governor's Office of Drug Control Policy
US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, participants' responsibilities. The regulations were published as Part VIII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

Linda Murken Chair, Board of Supervisors

Name and Title of Authorized Representative



Signature

5/22/2020

Date

Story County Board of Supervisors

Name of Organization

900 6th St Nevada, IA 50201

Address of Organization

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED
TRANSACTIONS**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the May 25, 1990 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 CFR Part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance: The grantees shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, City, County, State, zip code):

Story County
Organization Name
Linda Murken, Chair, Board of Supervisors
Name and Title of Authorized Representative
[Signature] _____
Signature Date 5/22/2020

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here LM and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Forms are available from the Governor's Office of Drug Control Policy.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Story County 900 6th St
Name and Address of Organization
Nevada, IA

Linda Murken
Name of Authorized Individual

[Signature]
Signature and Date

Equal Employment Opportunity Plan Certification Form Instructions

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete either Section A or Section B or Section C, not all three. If recipient completes Section A or C and subgrants a single award over \$500,000, in addition, please complete Section D.

Section A The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; or it received an award under \$25,000; or it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; and (2) have fifty or more employees; and (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, and (2) have fifty or more employees, and (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, submit to the OCR for review, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D Recipients that (1) receive a single award over \$500,000; and (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. The document must have the following title: EEOP Certification. If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

OMB Approval No. 1121-0340 Expiration Date: 12/31/15 Public Reporting Burden Statement Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

Iowa Governor's Office of Drug Control Policy

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: <u>Story County</u>	
Address: <u>900 6th St, Nevada, IA 50201</u>	
Is agency a; ☐ Direct or ☐ Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? ☒ Yes ☐ No	
DUNS Number: <u>05081-3112</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Alissa Wignall, Director of Internal Operations & HR</u>	
Telephone Number: <u>515 382-7204</u>	E-Mail Address: <u>awignall@storycounty.iowa.gov</u>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| ☐ Less than fifty employees. | ☐ Indian Tribe | ☐ Medical Institution. |
| ☐ Nonprofit Organization | ☐ Educational Institution | ☐ Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Alissa Wignall [responsible official], certify that Story County [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Story County Board of Supervisors
[organization],

900 6th St, Nevada, IA 50201
[address].

Alissa Wignall
Print or Type Name and Title

Alissa Wignall
Signature

5/22/20
Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Iowa Governor's Office of Drug Control Policy

D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

Sub-Recipient Agency Name/Address	Sub-Recipient DUNS Number

If additional space is necessary, please duplicate this page.

Revised 05/14/2020

IOWA GOVERNOR'S OFFICE OF DRUG CONTROL POLICY

STANDARD GRANT CONDITIONS

Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Post-conviction Testing of DNA Evidence to Exonerate the Innocent; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul Coverdell Forensic Science; and any other Grant administered by the Governor's Office of Drug Control Policy involving federal or state funding.

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1. General.

These standard grant conditions, unless otherwise stated herein, apply to the following grant programs administered in Iowa by the Governor’s Office of Drug Control Policy (ODCP): Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Post-conviction Testing of DNA Evidence to Exonerate the Innocent; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul Coverdell Forensic Science; and any other Grant administered by the ODCP involving Federal or State funding.

The Grantee shall provide the necessary facilities, materials, services, and qualified personnel to perform and/or provide all the services set forth in the approved application and the letter of notification for the grant amount. The grant budget will be a basis for the

Grantee's expenditure of the grant amount. Acceptance of the terms and conditions of the grant is indicated by the applicants' signatures on the grant contract, attached certification, and by requesting and expending grant funds.

The Grantee shall abide by all applicable Federal, State, and local laws, rules and regulations. The Grantee shall comply with all applicable U.S. Department of Justice Grant Award Special Conditions which govern subrecipients/subgrantees. The Certified Assurances and forms signed and or submitted via www.iowagrants.gov by the Grantee in making application for grant funds are incorporated herein.

2. Definitions.

- a. "Deliverable" means any good, product, service, work, work product, item, material or property created, developed, produced, delivered, performed or provided by or on behalf of Grantee in connection with this contract.
- b. "JAG" means the *Federal Byrne—Justice Assistance Grant* program, for which the ODCP is the State Administering Agency in Iowa.
- c. "Grantee" or "Legal Applicant" or "Recipient" means the governmental agency contracting with the Governor's Office of Drug Control Policy
- d. "ODCP" means Governor's Office of Drug Control Policy.
- e. "Program/Project Director" means the person who has been delegated authority to administer the project described in the application.
- f. "Special Conditions" means those conditions applying uniquely to this grant contract as identified on the grant contract page.
- g. "Standard Grant Conditions" means those conditions applying to all ODCP grant contracts.
- h. "State" means the State of Iowa.

3. Accountability for All Grantees.

The Grantee shall promote effectiveness, efficiency, and accountability. The Grantee must serve the public in an ethical and transparent manner, including operating professionally, truthfully, fairly, and with integrity and accountability to uphold public trust.

The ODCP reserves the right to verify the contents of the Grantee's application and any assertions, reporting, attestations, and submissions to the ODCP or any other governmental agency throughout the term of the grant. If the ODCP determines the Grantee has provided false, misleading, or inaccurate information to the ODCP or another governmental agency, grant funds may be withheld, suspended or terminated.

4. Additional Guidance for Nonprofit Organizations.

A nonprofit organization awarded a subcontract pursuant to section 9 must be aware of and comply with applicable law and regulations. The Iowa Nonprofit Principles and Practices for Charitable Nonprofit Excellence Revised 2016 shall be used as a means of educating nonprofit organizations about the laws and regulations with which they must comply and to provide guidance about good operational practices and ethical conduct. This

publication may be accessed at <https://inrc.law.uiowa.edu/sites/inrc.law.uiowa.edu/files/pp-2016ed-web.pdf>

The purpose of the Iowa Principles and Practices for Charitable Nonprofit Excellence is to promote good management practices, ethical conduct, and public accountability for Iowa charitable nonprofit organizations as they perform their crucial community services. The Principles and Practices are not regulatory. While many of the Principles and Practices will be helpful to all nonprofits, they are specifically written for 501(c)(3) organizations. The Iowa Principles and Practices for Charitable Nonprofit Excellence are intended to be primarily an educational process designed to improve efficiency and accountability. It is recognized that implementation will take different forms and occur at different levels, given the resources of the nonprofits.

5. Accounts and Records.

- a. The Grantee shall comply with pertinent state and Federal laws, and the provisions of the Office of Justice Program's (OJP) Financial Guide:
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
- b. The Grantee shall maintain accurate, current, and complete records of the financial activity of this contract, including records which adequately identify the source and application of funds. The Grantee shall maintain separate records for each Federal grant or program. Cash or matching contributions made by the Grantee shall be verifiable from the Grantee's records. These records shall contain information pertaining to contract amount, authorizations, obligations, unobligated balances, assets, liabilities, expenditures, and program income.
- c. The Grantee shall maintain effective control and accountability for all assets, including current and accurate equipment inventory records. The Grantee shall adequately safeguard all such assets and property and assure that it is used solely for authorized purposes. Accounting records shall be supported by source documentation such as canceled checks, paid bills, receipts, payrolls, contract award documents, etc.
- d. The Grantee, in making project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the ODCP.
- e. The Grantee shall maintain a sufficient recordkeeping system to provide statistical data for the purpose of planning, monitoring, and evaluating their program.
- f. The Grantee shall retain all pertinent records and books of accounts related to this contract for a period of three (3) years following the closure of the Grantee's most recent audit report. In the event of litigation, negotiation or audit findings, the records shall be retained until all issues arising from such actions have been resolved or until the end of the regular three-year period, whichever is later.

6. Cash/In-Kind Match (If required and included in the approved budget).

Grant application materials will specify the level and conditions of match required for each grant program. If cash or in-kind match is required, the match will be identified in the grant contract signed by the grantee as well as in the approved budget. If "cash" match is

included in the approved budget, the Grantee must be able to demonstrate that the match is from a new appropriation, or from existing resources which were not intended for the stated program purpose

The Grantee shall maintain records clearly showing the source, the amount, and the timing of all match contributions. The following may be used as cash match:

- a. Local and State appropriations;
- b. Funds contributed from private sources;
- c. Federal funds from the following sources:
 1. Housing and Community Development Act of 1974;
 2. Appalachian Regional Development Act;
 3. General Revenue Sharing;
- d. Existing resources (as long as the existing funds were used in areas other than the stated program purpose);
- e. Salaries of existing personnel who are transferred to grant activities (if the original positions are filled with new personnel);
- f. Asset forfeiture funds resulting from State or Federal court action per applicable state and Federal guidelines;
- g. Program income and the related interest earned on that program income generated from projects may be used as match provided it is identified and approved prior to making an award;
- h. Funds appropriated by Congress for the activities of any agency of a Tribal government or the Bureau of Indian Affairs performing law enforcement functions on Tribal lands; and
- i. Funds otherwise authorized by law.

All funds designated as match are restricted to the same use as grant program funds. The matching share must be obligated by the end of the period for which Federal funds have been made available for obligation under an approved program or project. The Grantee must submit a written plan for expenditure of matching funds if requested by the ODCP.

7. Non-Supplanting Requirement.

Federal funds must be used to supplement existing funds for program activities and not replace those funds which have been appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

8. Program Income.

“Program income” means gross income earned by the Grantee during the grant period as a direct result of the grant award. Direct result is defined as a specific act or set of activities that are directly attributable to grant funds and which are directly related to the goals and objectives of the project.

Program income shall be accounted for and used for any purpose that furthers the broad objectives of the legislation under which the award was made.

Program income earnings and expenditures must be reported with claims for reimbursement and must be used in accordance with the provisions of 2 CFR Part 200, Uniform Administrative Requirements.

9. Subcontracting.

None of the activities or funds of this grant shall be subcontracted to another organization or individual without specific prior approval by the ODCP, with the exception of subcontracts under \$1,000. To obtain ODCP approval, the Grantee shall submit the proposed contract or written agreement between the parties. The contract or agreement must contain a list of the activities to be performed by the subcontractor, and the contract policies and requirements. All grant related certifications and conditions agreed upon by the applicant agency shall be passed on to subcontracting agencies. Subcontractors shall complete the Standard Grant Condition Certification.

Open and free competition is required unless specific advanced approval is obtained to use a noncompetitive approach in contracting for a good or service.

10. Unreasonable restrictions on competition under the award; association with federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

The Grantee monitoring responsibilities include monitoring of subrecipient compliance with this condition.

11. Property and Equipment.

- a. Iowa Administrative Code, Chapter 110 and Section III, 3.7 of OJP's Financial Guide prescribe property rules and regulations.
- b. The Grantee shall develop procedures to assure competitive acquisition of approved purchases.
- c. Definition of Equipment: Any item costing \$5,000 or more and having an anticipated useful life of more than one year. Chairs, tables, files and movable partitions costing less than \$5,000 shall be accounted for in aggregate. All other items of equipment shall be accounted for individually.

The above definition identifies a minimum list of items, which must be considered as equipment. The Grantee's accounting system may include other items of equipment as well.

- d. The Grantee shall maintain property records, inventory control, and maintenance procedures for all non-expendable property purchased all or in part with grant funds. An inventory report form must be completed and submitted with the last project report to the ODCP. Procedures for managing equipment (including replacement, whether acquired in whole or in part with project funds), will, at a minimum, contain records, which include the following:
 - 1.) Description of the property;
 - 2.) Serial number or other identification number;
 - 3.) Source of the property;
 - 4.) Identification of who holds the title;
 - 5.) Acquisition date;
 - 6.) Cost of the property;
 - 7.) Location of the property; and
 - 8.) Disposition data including the date of disposal and sale price.
- e. Title of Property: Notwithstanding any other provision of law, title to all expendable and nonexpendable property purchased with grant funds made available under the Grant Program shall vest in the agency that purchased the property, if it certifies to the ODCP that it will use the property for the purposes outlined in the grant application. If such certification is not made, title to the property shall vest in the State of Iowa, which shall seek to have the property used for program related purposes elsewhere in the state prior to using it or disposing of it in any other manner.
- f. Use of Property: The Grantee may use property acquired in whole or in part with Federal funds for the authorized purpose of the original grant as long as needed whether or not the program or project continues to be supported by Federal funds.

12. Computer Systems.

No federal funding may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

13. Travel.

Travel specifically identified in the grant application and budget is approved for reimbursement by the ODCP. Out of state training and travel not identified and approved in the application and grant budget requires approval by the ODCP prior to reimbursement. Requests for out-of-state training and travel must be submitted to the ODCP in writing. The Grantee shall follow its own written policies, or conditions set forth in the grant. Meal and lodging rates cannot exceed state rates.

In-State meal rates

- Breakfast \$8.00
- Lunch \$10.00
- Dinner \$19.00

Out of State:

Meal rates are determined by City Level. The following link shows the level for the location you are traveling to - <https://das.iowa.gov/state-accounting/travel-relocation/out-state-travel/out-state-city-levels>

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Breakfast	\$ 8.00	\$ 8.00	\$10.00	\$12.00
Lunch	\$10.00	\$11.00	\$12.00	\$15.00
Dinner	\$19.00	\$25.00	\$29.00	\$38.00

In-state lodging is limited to \$72.80 including taxes.

Out-of state lodging limits are defined by the federal travel regulations (FTR)
<https://www.gsa.gov/travel/plan-book/per-diem-rates>

There may be exceptions to the lodging rates when staying at the facility hosting the event. If the event location rate exceeds the rate listed above, contact our office to receive *prior approval*.

In the event a reasonable and prudent policy does not exist, State of Iowa approval rates will apply to subrecipient travel costs. Subrecipients are encouraged to contact ODCP with questions regarding travel reimbursement rates and processes.

14. Payments.

Expenditure reports must be submitted monthly. Expenditure reimbursement shall be made on program cash expenditures included in the grant budget and upon the receipt and acceptance by the ODCP of a properly completed and authorized expenditure report and supporting documentation. Reimbursement must be requested within 23 days after the end of the period for which payment is being requested. Payments may be adjusted to correct disallowance's resulting from audit or contract review. Reimbursement may be withheld if a grantee is delinquent in program reporting or if the grantee fails to meet any contract condition.

15. Reporting.

Form to be Used:

- a. Claim for Reimbursement - Completed online at www.iowagrants.gov
- b. Quarterly Progress Reports - Completed online at www.iowagrants.gov
- c. Inventory Report Form

Due Date:

Due by the 23rd day of **each** month, following expenditures. Projects in good standing may elect to submit on a quarterly basis.

Due Date:

October 23rd
January 23rd
April 23rd
July 23rd

Due Date

Equipment purchased all or in part with grant funds must be listed on the inventory report form. (See property.) Due to the ODCP 30 days after the grant period.

July 31st

d. Annual Audit Report

If agencies are exempt from audit requirements, the Grantee must keep records that are available for review or audit by appropriate officials including the Federal agency, the State agency, and the US Government Accountability Office (GAO).

Due Date

For July 1st through June 30th audit is due by March 31st

16. Awards to private agencies - accounting system audit requirement.

These organizations must have financial and compliance audits conducted by qualified individuals who are organizationally, personally, and externally independent from those who authorize the expenditure of Federal funds. This audit must be conducted in accordance with the Government Auditing Standards (December 2011 Revision), as found on the GAO website. The purpose of this audit is to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the award. Audits must be conducted no less frequently than every 2 years. The dollar threshold applies as established for audit reports in OMB Circular A-133, as amended.

17. Audits:

Subrecipients of Federal funds are required to permit access to their records and financial statements as necessary to comply with Title 2 CFR Part 200, Subpart F Audit Requirements and Code of Iowa, Chapter 11, Audit of Counties, Cities and School Districts.

Non-Federal entities that expend \$750,000 or more in Federal funds (from all sources including pass-through subawards) in the State fiscal year (July 1 - June 30) shall have a single organization-wide audit conducted in accordance with the provisions of Title 2 CFR Part 200, Subpart F.

Non-Federal entities that expend less than \$750,000 in Federal awards in a fiscal year are exempt from audit requirements for that year. Records must be available for review or audit by appropriate officials including the Federal agency, pass-through entity, and General Accounting Office (GAO).

A management letter must be submitted with the audit report. Grantee audit reports must be submitted no later than nine (9) months after the close of each fiscal year during the term of the award. Grantees shall comply with any audit resolution activities as directed by the ODCP.

Audit costs for audits not required or performed in accordance with Title 2 CFR Part 200, Subpart F are not allowable. If the grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit; these costs may not be charged to the grant.

18. Monitoring/Evaluation.

The ODCP reserves the right to monitor the Grantee's performance through site visits, reports, or other means deemed necessary by the ODCP. The Grantee agrees that the ODCP may conduct site visits to review grant compliance, assess management controls, assess the applicable activities or strategies, and provide technical assistance. In addition, the Grantee shall provide any data or information required for the purposes of monitoring and program evaluation. Such evaluation may be conducted by the ODCP or other appropriate agencies. The Grantee shall ensure the cooperation of the Grantee's employees, agents, and board members in such efforts.

Following each site visit or review the ODCP may submit a written report to the Grantee, which will identify the findings. A corrective action plan with a timetable to address any deficiencies or problems noted in the report may be requested by the ODCP. The corrective action plan shall be submitted to the ODCP for the approval within the timeline outlined in the written report. The Grantee shall carry out the plan after it is approved by the ODCP. Failure to do so may result in suspension or termination of funding.

19. Changes in the Program.

- a. Changes in Service: Changes in types of services provided by the Grantee as agreed to in the application and award require **prior approval** by the ODCP. Discontinuation or modification of a service without prior approval may result in a decrease in the grant amount or termination of the grant.
- b. Changes in Location: The Grantee shall notify the ODCP of any change in office or service location (relocation, addition, or deletion) from that shown in the application within 72 hours of such change.
- c. Changes in Program Director or Other Personnel: When there is a change in the program director or any other personnel supported by the grant from that shown on the application, the ODCP must be notified. The Grantee is responsible for replacement, and written notification to the ODCP of each action within 72 hours.
- d. Change in Legal Applicant/Grantee: This grant shall not be assigned, transferred, or conveyed in whole or in part by the Grantee to any third party or parties without prior written approval from the ODCP. A change in legal applicant is the process whereby the legal and administrative responsibility for administering the grant is transferred from one legal entity to another. A change of Grantee must be approved in advance by the ODCP. The ODCP reserves the right to not contract with a new Grantee. A written agreement of the original Grantee to relinquish all rights to the project; and, a written agreement of the new Grantee to accept all the terms and conditions of the contract must be submitted to and approved by the ODCP prior to the date of transfer.
- e. Change in Budget: Due to the fact that budget line item amounts are only estimates of budget expenditure, funds may be reallocated among budget line items. Budget

revision requests must be submitted, and approved by, the ODCP prior to the revised expenditure of funds. The ODCP will not reimburse funds for unapproved expenditures. Budget revisions may be requested, via iowagrants.gov, by the legal applicant and/or the legal applicant's authorized designee (e.g. the Program/Project Director), who must certify that the change in budget does not constitute a change in the goals and objectives of the program.

20. Copyrights.

The U.S. Department of Justice and the State of Iowa, ODCP reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: a) the copyright in any work developed under a grant, or contract under a grant or subgrant; and b) any rights of copyright to which Grantee or contractor purchases ownership with grant support.

21. Federal Funds Acknowledgment.

Program directors are encouraged to make the results and accomplishments of their activities available to the public. Prior ODCP approval is not needed for publishing the results of an activity under a grant project; however, an acknowledgment of State/Federal support must be made. The Grantee shall, when issuing statements, press releases, and other documents describing the grant project, clearly state: a) the percentage of the total cost of the project which was or will be financed with Federal and State funds; and b) the dollar amount of Federal and State funds for the project.

Any publication (written, visual, or sound), whether published at the Grantee's or government's expense, shall contain the following statements: (NOTE: This excludes press releases, newsletters, and issue analyses.)

"This project was supported by Grant No._____, awarded by the U. S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or the Governor's Office of Drug Control Policy."

22. Release of Information and Confidentiality of Records.

- a. Release of Public Grant Information: The Grantee is required to make available all records, papers and other documents kept by the Grantee relating to the receipt and disposition of any funds, if requested by any member of the public. All such records shall be available except when access to the records is limited by Federal or State confidentiality regulations. The intended use of such information will not be a criterion for release.
- b. Confidentiality of Records: The Grantee shall maintain the confidentiality of all confidential records related to this grant in accordance with Federal and State laws. Privacy rights of parents and students apply to this program. Grantee policies and procedures shall provide that records of the identity, diagnosis, prognosis, or treatment of any client which are maintained in connection with the performance of the grant be kept confidential and be used only for the purposes and under the circumstances expressly authorized under the Federal confidentiality regulations 42 CFR part 2 "Confidentiality of Alcohol and Drug Abuse Patient Records" and the Code of Iowa, Chapter 22.7. The Grantee shall comply with all confidentiality requirements

of 42 U.S.C. 3789g and 28 CFR part 22 that are applicable to the collection, use, and revelation of data or information.

23. Protection of human research subjects

The grantee (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

24. Conflict of Interest.

The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

25. Report Misuses of Funds.

The Grantee must promptly refer to the ODCP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subcontract for services.

26. Restrictions and certifications regarding non-disclosure agreements and related matters.

No Grantee or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

1) In accepting this award, the Grantee--

- a) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict) reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide

prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Drug Free Workplace.

Each Grantee receiving an award from the Governor's Office of Drug Control Policy shall certify that it will maintain a drug-free workplace, or in the case of a Grantee, who is an individual, certify to the agency that his or her conduct of award activity will be drug-free. If a Grantee makes a false certification, the Grantee is subject to suspension, termination, and debarment. In order to comply with the Drug Free Workplace Act of 1988, Grantees are required to report any conviction of their employees under a criminal drug statute for violations occurring on the Grantee's premises or off the Grantee's premises while conducting official business. A report of a conviction must be made to the ODCP within ten (10) days of receiving notices of such conviction.

28. Americans With Disabilities Act.

The Grantee shall comply with Subtitle A, title II of the Americans with Disabilities Act (ADA), 42 U.S.C. 12131-12134, and Department of Justice implementing regulation, 28 CFR Part 35.

29. Immigration and Naturalization Service.

The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9). This form is to be used by recipients of Federal funds to verify that persons are eligible to work in the United States.

30. Limited English Proficiency.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov."

Local interpreters and translators may be available through the Iowa Interpreters and Translators Association at <https://www.iitanet.org>.

31. Nondiscrimination/Equal Employment Opportunity Program.

- a. All grant recipients, including contractors, will comply with any applicable Federal nondiscrimination requirements, which may include the following: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3789d); Victim of Crime Act (42 U.S.C. 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. 5672(b)); Civil Rights Act of 1964 (42 U.S.C. 2000d); Rehabilitation Act of 1973 (29

U.S.C. 794); Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); Violence Against Women Reauthorization Act of 2013; and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

- b. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the Grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the Iowa Governor's Office of Drug Control Policy (ODCP).
- c. The Grantee will provide an Equal Employment Opportunity Plan (EEOP) to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), if required to submit one. Otherwise, it will provide a certification to the OCR and the ODCP that it has a current EEOP on file, if required to maintain one. Grantee agencies receiving less than \$25,000; grantee agencies with less than 50 employees, regardless of the amount of the award; and non-profit organizations, Indian Tribes, and medical and education institutions, are exempt from the EEOP requirement, but the grantee is required to submit a certification form to the OCR to claim the exemption. A copy of the certification form shall also be submitted to the ODCP. Information about civil rights obligations of grantees can be found at www.ojp.usdoj.gov/ocr.
- d. In accordance with Federal civil rights laws, the Grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
All grant recipients, including contractors, will also comply with the Iowa Civil Rights Act. The Iowa Civil Rights Act, (IAC Ch 216), prohibits discrimination in employment because of a person's: Race, Creed, Color, Sex, Age, National Origin, Gender Identity, Sexual Orientation, Disability, or Religion.
- e. Grant recipients, if required, must make available, upon request, its Affirmative Action Program containing goals and time specifications.
- f. This contract may be suspended or terminated, in whole or in part, in the event of the Grant recipient's noncompliance with this section and the recipient may be declared ineligible for further contracts with the ODCP. Additionally, the ODCP may take further action by imposing other sanctions or invoking other remedies as provided by the Iowa Civil Rights Act of 1965 or as otherwise provided by law.
- g. The U.S. Department of Justice, Office of Civil Rights issued an advisory document for grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a

disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, the Grantee should consult local counsel in reviewing their employment practices. If warranted, the Grantee should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

32. Findings of Discrimination.

The Grantee assures that in the event a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, disability, age, sexual orientation, gender identity, or sex against a recipient of funds, the Grantee will promptly forward a copy of the finding to the Governor's Office of Drug Control Policy.

33. Determination of suitability required, in advance, for certain individuals who may interact with participating minors

1. Advance determination regarding suitability. The Grantee (and any subrecipient at any tier) may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the Grantee or subrecipient first has made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in paragraph 3.e., and taking into account the factors and considerations described in paragraph 4.
2. Updates and reexaminations
 - a. The Grantee (or subrecipient) must, at least every five years, update the searches described in paragraph 3.e, reexamine the covered individual's suitability determination in light of those search results, and, if appropriate, modify or withdraw that determination.
 - b. The Grantee also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.
3. Definitions
 - a. "Covered individual" means any individual (other than a participating minor, as defined in this condition, or a client of the Grantee (or subrecipient)) who is expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the Grantee (or subrecipient). Such an individual might be an employee of a Grantee (or subrecipient), but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.
 - b. "Participating minor." All individuals under 18 years of age participating in grant funded activities are participating minors.
 - c. "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. But "interaction" does not include--
 - i. brief contact that is both unexpected by the Grantee (or subrecipient) and unintentional on the part of the covered individual -- such as might occur when a postal carrier delivers mail to an administrative office.

- ii. personally-accompanied contact -- that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to written policies and procedures of the Grantee (or subrecipient) that are designed to ensure that -- throughout the contact -- an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual.
- d. "Activities under the award." Whether paid for with federal funds from the award, "matching" funds, or "program income" for the award include both--
 - i. activities carried out under the award by the Grantee (or subrecipient); and
 - ii. actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.

e. "Current and appropriate information"

In addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the Grantee's (or subrecipient's) written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.

- i. Public sex offender and child abuse websites/registries
A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably- accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including—
 - a. the Dru Sjodin National Sex Offender Public Website (www.nsopw.gov);
 - b. the website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
 - c. the website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.
- ii. Criminal history registries and similar repositories of criminal history records
For each individual at least 18 years of age who is a covered individual under this FY 2019 award, a fingerprint search (or, if the Grantee or subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) -- encompassing at least the time period beginning five calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including--

- a. the criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
 - b. the criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.
- 4. Factors and considerations in determinations regarding suitability

In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the Grantee's (or subrecipient's) written policies and procedures, in making a determination regarding suitability, the Grantee (or subrecipient) must consider the current and appropriate information described in paragraph 3.e.

In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the Grantee (or subrecipient) may not determine that a covered individual is suitable to interact with participating minors in the course of activities under the award if the covered individual--

 - a. Withholds consent to a criminal history search required by this condition;
 - b. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;
 - c. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
 - d. To the knowledge of the Grantee (or subrecipient), has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):
 - i. sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;
 - ii. rape/sexual assault, including conspiracy to commit rape/sexual assault;
 - iii. sexual exploitation, such as through child pornography or sex trafficking;
 - iv. kidnapping;
 - v. voyeurism; or
 - e. Is determined by a federal, state, tribal, or local government agency not to be suitable.
- 5. Administration; rule of construction
 - a. The requirements of this condition are among those that must be included in any subaward (at any tier), and must be monitored. They apply as of the date of acceptance of the grant, and throughout the remainder of the period of performance.
 - b. The Grantee is to contact the ODCP with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.
 - c. Nothing in this condition shall be understood to authorize or require the Grantee, any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

34. Equal Treatment for Faith Based Organizations.

The Grantee shall comply with the applicable requirements of 28 C.F.R. Part 38, governing "Equal Treatment for Faith Based Organizations". The Equal Treatment Regulation provides in part that grant awards may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Grant recipients may still engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded through grant funding are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

35. Lobbying Restrictions.

The Grantee agrees that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract or grant, and the Grantee receives Federal funds exceeding \$100,000, the Grantee shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>
- c. The Grantee shall require that the language of this certification be included in any subcontracts and that all contractors shall certify and disclose accordingly. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

36. Sanctuary Jurisdiction.

(Byrne JAG & PSN Grantees Only) Grantee will comply with the provisions of 8 U.S.C §1373 and 1644 which addresses the exchange of information regarding citizenship and immigration status among Federal, State, and local government entities and officials from "prohibit[ing] or in any way restrict[ing]" government officials or entities from sending to, or receiving from, Federal immigration officers information concerning an individual's citizenship or immigration status. Certain grantees/subgrantees may also be required to complete a U.S. DOJ certification.

The following provisions apply to the recipient of this award, if the recipient is a unit of local government, and also apply to any local-government subrecipient of this award at any tier

- a. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, - policy, or -practice) must be in place that is designed to ensure that agents of the United States acting under color of Federal law in fact are given access to a local-government (or local-government-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.
- b. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, - policy, or -practice) must be in place that is designed to ensure that, when a local-government (or local-government contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and - as early as practicable.

37.Sanctuary Jurisdiction (Iowa Code).

The Grantee shall comply with the provisions of Iowa Code chapter 27A, which applies to the enforcement of immigration laws. Grantees who are found to be in non-compliance with Iowa Code 27A are ineligible to receive funds through the ODCP. Rules governing the determination of non-compliance and the reinstatement of eligibility are provided in Iowa Administrative code 541 chapter 13.

38.Liability.

- a. If any provision contained herein is in conflict with any State or Federal law or shall be declared to be invalid by any court of record of this State, such invalidity shall affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the court shall continue to be in effect.
- b. The ODCP reserves all administrative, contractual and legal remedies, which are available in the event that the Grantee violates or breaches the terms of this contract.

39.Drug Task Force.

Officers funded by the Office of Drug Control Policy who encounter minors who as a direct or indirect result of the presence and or the use of any illegal drug are at risk of exposure, abuse, or neglect shall at a minimum report the encounter to the Department of Human Services. Task forces are strongly encouraged to participate in a Drug Endangered Children program designed to identify and protect the wellbeing of these youth.

40.Drug Task Force Training.

Each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as

other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When registering for the training, participants should use the preauthorization code **QX6S4**

41. Use of Force Training Metrics.

(Byrne JAG Grantees Only) Law enforcement agencies receiving director or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

42. NEPA Clandestine Methamphetamine Laboratories.

This condition facilitates compliance with the provision of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, “meth lab operations”]. No Federal monies from this award may be obligated to support meth lab operations unless the grant recipient implements this condition.

The Office of Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental, health and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions shall apply to the grant recipient for any OJP funded meth lab operations:

- a. The grant recipient shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations.
- b. Grant recipients shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure the adverse environmental, health, and safety impacts in the Assessment are mitigated in a manner consistent with the requirements of this condition.
- c. Grant recipients shall monitor grant funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee’s Mitigation Plan.

Methamphetamine Mitigation Conditions

Where applicable, grant recipients shall:

- a. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
- b. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
- c. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;

- d. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
- e. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;
- f. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
- g. Monitor the transport, disposal and recycling components of subparagraphs number "e" and "f" immediately above in order to ensure proper compliance;
- h. Have in place and implement a written agreement with the responsible State environmental agency. This agreement must provide that the responsible State environmental agency agrees to: (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory; and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the State environmental agency and in accordance with existing State and Federal requirements;
- i. Have in place and implement a written agreement with the responsible State or local service agencies to properly respond to any minor, as defined by State law, at the site. This agreement must ensure immediate response by qualified persons who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up tests, examinations, or health care made necessary as a result of methamphetamine toxicity; and
- j. Report all clandestine lab responses to the Iowa Division of Narcotics Enforcement using EPIC report form #143. Assistance in completing this form is available by calling 515/281-9054.

43.DUNS/SAM Registration.

Grant recipient shall register and provide the Governor's Office of Drug Control Policy a Data Universal Number System (DUNS) number. The Grantee shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

44.Recipient Integrity and Performance.

The Grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the Federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the Federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted

on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

45. Disclosure of "High Risk" Designation by Federal Agency.

The Grantee shall disclose to the Office of Drug Control Policy any designation of "high risk" by any Federal grant-making agency currently or at any time during the course of the period of performance under the award. For purposes of this disclosure, high risk includes any status under which a Federal awarding agency provides additional oversight due to the Grantee's past performance, or other programmatic or financial concerns with the Grantee.

46. Breach of Personally Identifiable Information.

The Grantee (including other participating agency supported by the award) must have written procedures in place to respond in the event of an actual or imminent "breach" if it (or participating agency)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Office of Drug Control Policy no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach. The ODCP will in turn report the breach to the appropriate Federal agency.

47. Withholding of Support, Suspension, and Termination.

- a. Withholding of Support: With ten (10) days written notice, the ODCP may temporarily withhold payment of funds until a corrective action plan has been submitted by Grantee and approved by the ODCP. Reasons may include, but are not limited to the following:
 - 1.) Delinquency in submitting required reports;
 - 2.) Failure to provide adequate management of the funds;
 - 3.) Failure to show satisfactory progress in achieving the objectives of the program or failure to meet the terms and conditions of the contract; and
 - 4.) Failure to regularly coordinate the activities and services with other local providers funded by the ODCP. Temporary withholding of funds does not constitute just cause for the Grantee to interrupt services to clients.
- b. Suspension: When, as determined by the ODCP, a Grantee has materially failed to comply with the terms and conditions of the grant, the ODCP may, with ten (10) days written notice to Grantee, suspend the grant. Only necessary and proper costs that the ODCP agrees could not have reasonably been avoided during the period of suspension will be paid by the ODCP. Suspension shall remain in effect until the Grantee has shown to the satisfaction of the ODCP that corrective action has been or will be taken, or until the ODCP terminates the grant.
- c. Termination:
 1. Termination for Cause: The ODCP may terminate a grant in whole or in part any time before the date of completion if the ODCP determines that the Grantee has failed in a material way to comply with the terms and conditions of the grant. To terminate a grant, the ODCP must send written notice to the

Grantee stating the date and reasons for the termination. Payments to the Grantee will be only for services provided or purchases authorized up to the date of termination. Recovery of funds by the ODCP shall be made in accordance with the terms and conditions of this grant.

2. Termination on Other Grounds: In addition to termination for cause, the ODCP grants may be terminated in whole or in part as follows:

- a By the ODCP with the consent of the Grantee. Both parties agree on the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- b By the Grantee. Sixty (60) days written notice to the ODCP is required. Such notice shall set forth the reason for such termination. Termination of part of the grant is subject to Section 17 entitled "Changes in the Program."
- c By the ODCP due to the lack of adequate funds to support the grant. Should this contract terminate prior to the expiration date as set forth in the grant cover page, the Grantee agrees to deliver such information and items which are due as of the date of termination.
- d By the ODCP in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever the ODCP determines that such termination is in the best interests of the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination.
- e In addition, the ODCP may terminate this contract effective immediately without penalty and without advance notice for any of the following reasons:
 - i. The Grantee furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or **other solicitation document** that is false, deceptive, or materially incorrect or incomplete;
 - ii. **The Grantee or** any of **its** officers, directors, employees, agents, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
 - iii. The Grantee terminates or suspends its business;
 - iv. The **Grantee** has failed to comply with any applicable international, Federal, State (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
 - v. The **ODCP** determines or believes the **Grantee** has engaged in conduct that: (a) has or may expose the **ODCP** or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;

- vi. **The Grantee** infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or **the Grantee** misappropriates or allegedly misappropriates a trade secret or ;
 - vii. **The Grantee** fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy.
- d. In the event of termination, the Grantee shall be reimbursed by the ODCP only for those allowable costs incurred or encumbered up to and including the termination date, subject to the continued availability of funds to the ODCP. Upon receipt of notice of termination the Grantee shall cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and shall furnish a report within thirty (30) days of the date of notice of termination describing the status of all work under the contract. The Grantee shall also immediately cease using and return to the ODCP any personal property, equipment, or materials provided by the ODCP to the Grantee and shall immediately return to the ODCP any payments made by the ODCP for services that were not rendered by the Grantee.
- e. In the event of termination, the Grantee agrees to deliver such information and items which are due as of the date of termination, including but not limited to partially completed plans, drawings, data, documents, surveys, maps, and reports. The Grantee shall ensure a smooth transition of services to clients, regardless of whether this contract terminates prior to or upon the expiration date of the contract. If the Grantee fails to ensure a smooth transition of services to clients, the ODCP may, at its sole discretion, place the Grantee on its list of contractors barred from entering into any contract with the ODCP and immediately terminate all other existing contracts between the ODCP and the Grantee. The Grantee shall cooperate in good faith with the ODCP and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement provider.
- f. The ODCP shall not be liable for the following costs or expenses: unemployment compensation; the payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates; any costs incurred by Grantee in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract; any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract; any taxes Grantee may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.
- g. The ODCP reserves all administrative, contractual and legal remedies which are available in the event that the Grantee violates or breaches the terms of this contract.

48. Indemnification.

The Grantee and its successors and assignees agree to indemnify and hold harmless the State of Iowa and the ODCP and its officers, employees, agents, and volunteers from any and all liabilities, damages, settlements, judgments, costs and expenses, including the

reasonable value of time spent by the Attorney General's Office and the costs and expenses and reasonable attorney fees of other counsel required to defend the ODCP or the State of Iowa, related to or arising from any of the following:

- a. Any violation of this contract.
- b. Any negligent, intentional, or wrongful act or omission of the Grantee, its officers, employees, agents, board members, contractors or subcontractors, or any other person in connection with this project.
- c. Any infringement of any patent, trademark, trade dress, trade secret, copyright, or other intellectual property right.
- d. The Grantee's performance or attempted performance of this contract.
- e. Any failure by the Grantee to comply with all Federal, State, and local laws and regulations.
- f. Any failure by the Grantee to make all reports, payments, and withholdings required by Federal and State law with respect to social security, employee income, and other taxes, fees, or costs required by the Grantee to conduct business in the State of Iowa.
- g. The death, bodily injury or damage to property of any enrollee, agent, employee, business invitee or business visitor of the Grantee or any of its subcontractors.
- h. Any failure by the Grantee to adhere to the confidentiality provisions of this contract.

49. Warranties.

- a. The Grantee represents and warrants that: (i) all Deliverables shall be wholly original with and prepared solely by Grantee; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to the ODCP hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the ODCP hereunder or under any license agreement related hereto without violating any rights of any third party; (ii) Grantee has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the ODCP herein; and (iii) the ODCP shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.
- b. The Grantee represents and warrants that: (i) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (ii) the ODCP's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. Grantee further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Grantee shall inform the ODCP in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Grantee shall, at the ODCP's request and at the Grantee's sole expense:

(i) procure for the ODCP the right or license to continue to use the Deliverable at issue; (ii) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (iii) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable at issue and refund to the ODCP all fees, charges and any other amounts paid by the ODCP with respect to such Deliverable. In addition, Grantee agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Grantee in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the ODCP and shall survive termination of this Contract.

- c. The Grantee represents and warrants that the Deliverables (in whole and in part) shall: (i) be free from material Deficiencies; and (ii) meet, conform to and operate in accordance with all Specifications.
- d. The Grantee represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the ODCP notifies Grantee of any services performed in violation of this standard, Grantee shall re-perform the services at no cost to the ODCP, such that the services are rendered in the above-specified manner, or if the Grantee is unable to perform the services as warranted, Grantee shall reimburse the ODCP any fees or compensation paid to Grantee for the unsatisfactory services.
- e. The Grantee represents and warrants that the Deliverables will comply with any applicable Federal, State, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

50. Status of Grantee.

The Grantee shall at all times be deemed an independent contractor. The Grantee, its employees, agents, and any subcontractors performing under this contract are not employees or agents of the State of Iowa or any agency or department of the State. The Grantee shall be responsible for withholding all taxes and shall hold the ODCP harmless for any claims for the same.

51. Choice of Law and Forum.

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this

contract shall be brought in Des Moines, Iowa, in the Iowa District Court in and for Polk County, Iowa. If, however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the ODCP or the State of Iowa.

52. Immunity from Liability.

Every person who is a party to the Contract is hereby notified and agrees that the State, the ODCP, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's and/or subcontractors' activities involving third parties and arising from the Contract.

53. Compliance with Iowa Code chapter 8F.

If the Contract is subject to the provisions of Iowa Code chapter 8F, the Grantee certifies it will comply with the requirements of the Iowa Code chapter 8F. The Grantee shall forward any compliance documentation, including but not limited to certifications, and any compliance documentation received from subcontractors by the Grantee to the ODCP.

54. Enhancement of Contractor Employee Whistleblower Protections.

41 U.S.C. 4712 states, "employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblowing protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of a law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A member of Congress, or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of the “Pilot Program for Enhancement of Contractor Employee Whistleblower Protections” is in effect for all grants, contracts, subgrants, and subcontracts.

55. Ownership of Deliverables.

Ownership and Assignment of Other Deliverables. The Grantee agrees that the State and the ODCP shall become the sole and exclusive owners of all Deliverables. Grantee hereby irrevocably assigns, transfers and conveys to the State and the ODCP all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Grantee represents and warrants that the State and the ODCP shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Grantee or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Grantee. The Grantee (and Grantee’s employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the ODCP and the payment of such royalties or other compensation as the ODCP deems appropriate. Unless otherwise requested by ODCP, upon completion or termination of this Contract, Grantee will immediately turn over to ODCP all Deliverables not previously delivered to the ODCP, and no copies thereof shall be retained by Grantee or its employees, agents, subcontractors or affiliates, without the prior written consent of the ODCP. To the extent any of Grantee’s rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Grantee hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State’s rights in and to the Deliverables.

56. Confidentiality, IT Standards, and Security.

a. The Grantee will comply with and adhere to the following the ODCP and State information technology standards and provide training to Grantee’s employees and subcontractors concerning such standards, procedures and protocols as applicable.

1. Data Backup Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of the ODCP required services.
2. Data Stewardship Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of ODCP required services.
3. Interconnectivity Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of ODCP required services.

4. Laptop Data Protection Standard: Applicable to Grantees which utilize laptops to process, store, transmit or monitor data essential to the performance of the ODCP required services or connects to state owned or managed network.
5. Removable Storage Encryption Standard: Applicable to Grantees which utilize removable storage devices to process, store, transmit or monitor information essential to the performance of the ODCP required services.
6. Web Application Security Standard: Applicable to Grantees which develop, manage or utilize state resources including but not limited to websites, data systems, desktop applications and web based services.
7. Website Accessibility Standard: Applicable to Grantees which develop and maintain ODCP web pages.

Current state information technology standards are accessible online at.
<https://ocio.iowa.gov/home/standards>

b. The Grantee will take all precautions and actions necessary to: (i) prevent unauthorized access to the ODCP's and the State's systems, networks, computers, property, records, data, and information; and (ii) ensure that all of the ODCP's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a secure manner, protecting their confidentiality, integrity and availability. Grantee agrees that it will not copy, reproduce, transmit, or remove any ODCP (or State) information or data without the prior written consent of the ODCP. Grantee agrees that it shall be liable for any damages, losses, and expenses suffered or incurred by the ODCP or the State as a result of: (a) any breach of this section, or (b) any breaches of security (including those described below) that are caused by any action or omission of Grantee or Grantee's employees, agents and subcontractors. Breaches of security include, but are not limited to:

- 1 Disclosure of confidential or sensitive information;
- 2 Unauthorized access to ODCP or State systems;
- 3 Illegal technology transfer;
- 4 Sabotage or destruction of ODCP or State information or information systems;
- 5 Compromise or denial of ODCP or State information or information systems;
- 6 Damage to or loss of ODCP or State information or information systems; and
- 7 Theft.

a. The Grantee shall immediately report to the ODCP any such breach of security. In the event of a breach of this section or any breach of security as described herein, the ODCP may terminate this Agreement immediately without penalty or liability to the ODCP and the State and without affording Grantee any opportunity to cure.

57. Qualifications of Staff.

The Grantee shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Grantee, are properly licensed, certified or accredited as required under applicable Federal and State law and the Iowa Administrative Code. The Grantee shall provide standards for service providers who are not otherwise licensed, certified or accredited under Federal or State law or the Iowa Administrative Code.

58.State Agencies and Iowa Regent Institutions.

If the Grantee is a state agency or state of Iowa Regent Institution:

- a) Section 45 (Indemnification) and Section 47 (Status of Grantee) shall be of no force and effect.
- b) Section 46 (Warranties) shall be modified to delete the phrase “and warrants” each time said phrase is mentioned. Additionally, the following sentence shall be deleted from 46(b): “In addition, Grantee agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Grantee in this section.”
- c) Section 52 shall be modified to add the following sentence: The ODCP and State agree to provide to Grantee a non-exclusive, royalty-free license to use the Deliverables for its own research and educational purposes, for the purpose of complying with this Grant, and for any purpose authorized or required by federal or state law.

Revised May 14, 2020

Iowa Governor's Office of Drug Control Policy
STANDARD GRANT CONDITIONS CERTIFICATION
Legal Applicant & Program/Project Director

On behalf of, (agency) Story County Attorney I have read, understand, and agree to abide by the
Standard Grant Conditions for the Iowa/Governor's Office of Drug Control Policy Grant Program.

Linda Murken
(Legal Applicant – Print or Type)

[Signature] 5/22/2020
(Signature Legal Applicant) (Date)

Timothy Meals
(Program/Project Director – Print or Type)

[Signature] 5-26-2020
(Signature Program/Project Director) (Date)

Iowa Governor's Office of Drug Control Policy
STANDARD GRANT CONDITIONS CERTIFICATION
Contract Services (If Applicable)

_____ (contracting agency) has entered into an agreement with
_____ (Legal Applicant) to provide services through a grant provided by
the Office of Drug Control Policy. The applicant agency has provided a copy of the standard grant
conditions. I have read, understand, and agree to abide by the Standard Grant Conditions for the
Iowa/Governor's Office of Drug Control Policy Grant Program.

(Signature Contracting Agency)

(Date)

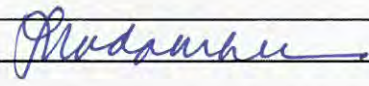
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: Linda	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Linda Murken</u>  Print Name: <u>Linda Murken</u> Title: <u>Chair, Board of Supervisors, Story County, IA</u> Telephone No.: <u>(515) 382-7202</u> Date: <u>5/18/2020</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: Story, County of

Street1: 900 6th St

Street2:

City: Nevada

State: IOWA

Zip Code: 50201

2. Authorized Representative's Name and Title:

Prefix: First Name: Lisa

Middle Name: M

Last Name: Markley

Suffix:

Title: Assistant Auditor

3. Phone: (515) 382-7212

4. Fax: 5153827221

5. Email: lmarkley@storycountyiowa.gov

6. Year Established:

1858

7. Employer Identification Number (EIN):

426005024

8. DUNS Number:

50813112

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ☒ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

☐ Yes ☐ No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

☐ Yes ☐ No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s) (Please check all that apply):

☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200

☐ Financial Statement Audit

☐ Defense Contract Agency Audit (DCAA)

☐ Other Audit & Agency (list type of audit):

☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: Auditor of State of Iowa

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

☒ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0"): 2

Enter the dollar amount of questioned costs (if none, enter "\$0"): \$ 0

Were material weaknesses noted in the report or opinion?

☐ Yes ☒ No

13. Which of the following best describes the applicant entity's accounting system:

☐ Manual ☐ Automated ☒ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

☒ Yes ☐ No ☐ Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

☒ Yes ☐ No ☐ Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

☒ Yes ☐ No ☐ Not Sure



17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	☐ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	☐ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R. Part 200?	☐ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	☐ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	☐ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	☐ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	☐ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	☐ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? ☐ Yes ☐ No (b) adhere to the Federal Travel Regulation (FTR)? ☐ Yes ☐ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	☐ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards



26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.) If "Yes", provide the following: (a) Name(s) of the federal awarding agency: [Redacted] (b) Date(s) the agency notified the applicant entity of the "high risk" designation: [Redacted] (c) Contact information for the "high risk" point of contact at the federal agency: Name: [Redacted] Phone: [Redacted] Email: [Redacted] (d) Reason for "high risk" status, as set out by the federal agency: [Redacted]	☐ Yes ☒ No ☐ Not Sure
--	---

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Linda Murken	Date: 2020-05-14
Title: ☐ Executive Director ☐ Chief Financial Officer ☐ Chairman ☒ Other: Chair, Board of Supervisors	
Phone: (515) 382-7202	



JUSTICE BENEFITS, INC.

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Information Sheet

"Applicant Information" Screen	County's Information
EIN #	42-6005024
DUNS #	05-081-3112
Legal Name	County of Story
Legal Address	900 6 th St. Nevada, IA 50201

"Project Information" Screen	County's Information
Applicant Project	Story County, IA COVID-19 Funding
Areas Affected	Supplies; Equipment; Con- struction; Other
Start Date	01/20/2020
End Date	12/31/2021
Congressional District	4th
Estimated Funding	Federal: \$58,008 Total: \$58,008

1711 East Beltline Rd. | Coppell, TX 75019

Toll Free

(800) 835-2164

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Budget Detail									
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities?									No
[DOJ Financial Guide, Section 3.10]									
A. Personnel									
Name	Position List each position, if known.	Computation Show annual salary rate & amount of time devoted to the project for each name/position.							
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	NON-Federal Contribution	Federal Request	
						\$0		\$0	
						\$0		\$0	
						\$0		\$0	
						Total(s)	\$0	\$0	
Narrative									
B. Fringe Benefits									
Name	Computation Show the basis for computation.								
	Base	Rate	Total Cost	NON-Federal Contribution	Federal Request				
			\$0		\$0				
			\$0		\$0				
			\$0		\$0				
			Total(s)	\$0	\$0				
Narrative									
C. Travel									
Purpose of Travel	Location	Type of Expense	Basis	Computation					

Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Lodging, Meals, Etc.	Per day, mile, trip, Etc.	Compute the cost of each type of expense X the number of people traveling.						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	NON-Federal Contribution	Federal Request
			N/A					\$0		\$0
			N/A					\$0		\$0
			N/A					\$0		\$0
							Total(s)	\$0	\$0	\$0
Narrative										
D. Equipment										
Item										
Compute the cost (e.g., the number of each item to be purchased X the cost per item)										
			# of Items		Unit Cost			Total Cost	NON-Federal Contribution	Federal Request
Desktop			11		\$611.11			\$6,722.21		\$6,722.21
Laptop			13		\$862.63			\$11,214.19		\$11,214.19
							Total(s)	\$17,936.40	\$0.00	\$17,936.40
Narrative										
Due to the need of working remotely now to assist with slowing the spread of Covid-19 we have a need to purchase additional computers to assist our employees with the right equipment to work from home.										
E. Supplies										
Supply Items										
Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.										
			# of Items		Unit Cost			Total Cost	NON-Federal Contribution	Federal Request
Gloves / Box			2		\$8.92			\$17.83		\$17.83
P100 Masks			2		\$60.98			\$121.95		\$121.95
Cloth Masks			35		\$11.98			\$419.18		\$419.18
Transport Hood			100		\$6.65			\$665.00		\$665.00

Boaties / Pair	400	\$0.24	\$97.13	\$97.13
TyVech Suits	175	\$6.60	\$1,155.00	\$1,155.00
Safety Glasses	64	\$1.72	\$110.08	\$110.08
Face Shield/Visor	100	\$3.29	\$328.57	\$328.57
Hand Sanitizer (individual bottles)	48	\$3.36	\$161.43	\$161.43
32oz. Spray Disinfectant (409)	21	\$10.30	\$216.33	\$216.33
Cotton Cloth Rags	30	\$0.67	\$19.98	\$19.98
Bleach	10	\$4.23	\$42.30	\$42.30
Disinfecting Vehicle Fleet: 43 Vehicles/Month	1	\$50.00	\$50.00	\$50.00
Fabric Supplies / Cloth Masks/Filter Material	1	\$266.19	\$266.19	\$266.19
Hand Sanitizer 5 Gal. (Fac. Mngt.)	1	\$600.00	\$600.00	\$600.00
Hospital Grade Disinfectant	1	\$740.00	\$740.00	\$740.00
E-Fecticide / Case	4	\$65.00	\$260.00	\$260.00
Gel Hand Sanitizer	5	\$333.11	\$1,665.56	\$1,665.56
Alcohol Wet Wipes / 60 Sheets	7	\$28.12	\$196.86	\$196.86
Face Mask Dispenser	20	\$15.95	\$318.95	\$318.95
Thermometer	7	\$70.20	\$491.42	\$491.42
2 Gal. Sprayer Bottle	2	\$17.09	\$34.18	\$34.18
Spray Bottle and Measuring/Pouring Supplies	82	\$4.49	\$368.33	\$368.33
Automatic Hand Cleaner Dispenser	6	\$204.99	\$1,229.93	\$1,229.93
Sign Holder	2	\$28.59	\$57.18	\$57.18
Portable Toilet/Sink Service	1	\$170.00	\$170.00	\$170.00
Conference Phone/Microphone Kit	1	\$687.97	\$687.97	\$687.97
Gloves / Box	24	\$4.92	\$118.08	\$118.08
Disposable Masks	3403	\$0.70	\$2,382.10	\$2,381.67
N95 Masks	2010	\$4.81	\$9,668.10	\$9,668.10
Cloth Masks	200	\$5.00	\$1,000.00	\$1,000.00
Aprons	250	\$2.00	\$500.00	\$500.00
Boaties / Pair	200	\$0.17	\$34.00	\$34.00
TyVech Suits	25	\$6.78	\$169.50	\$169.50
Safety Goggles Fully Enclosed	90	\$2.66	\$239.40	\$239.40
Face Shield/Visor	50	\$2.00	\$100.00	\$100.00
Hand Sanitizer / Case of 12	10	\$25.68	\$256.80	\$256.80
Wall Mount Hand Sanitizer Refill	15	\$20.24	\$303.60	\$303.60

32oz. Spray Disinfectant (409 or Similar)	50	\$9.95	\$497.50	\$497.50	
Clorox Wipes	30	\$4.98	\$149.40	\$149.40	\$149.40
Lysol	10	\$11.10	\$111.00	\$111.00	\$111.00
AM/FM Radio	1	\$8.99	\$8.99	\$8.99	\$8.99
Literature Holder	7	\$27.28	\$190.96	\$190.96	\$190.96
Electrostatic Spray Applicator for Disinfectant	3	\$1,800.02	\$5,400.06	\$5,400.06	\$5,400.06
Thermometer	6	\$40.63	\$243.78	\$243.78	\$243.78
Total(s)			\$31,864.62	\$0.00	\$31,864.19

Narrative

We have listed to items above to help us fight the spread of Covid-19. The items above will give us the resources we need such as disinfectant cleaning supplies and proper PPE to keep our staff protected.

F. Construction

Purpose		Description of Work		Computation	
Provide the purpose of the construction		Describe the construction project(s)		Compute the costs (e.g., the number of each item to be purchased X the cost per item)	
		# of Items		Cost	
				Total Cost	
				Federal Contribution	
				Federal Request	
Barriers to protect people in close contact		Plexiglass Barriers Throughout County Offices and Public Spaces	1	\$6,207.41	\$6,207.41
				\$0.00	\$0.00
				\$0.00	\$0.00
Total(s)				\$6,207.41	\$6,207.41

Narrative

The cost above it to add barriers throughout the county officer to keep the spread down where close contact is needed.

G. Subawards (Subgrants)

Description		Purpose		Consultant?	
Provide a description of the activities to be carried out by subgrantees		Describe the purpose of the subaward (subgrant)		Is the subaward for a consultant? If yes, use the consultant's fee schedule	
				Total Cost	
				Federal Contribution	
				Federal Request	
				\$0	\$0
				\$0	\$0
				\$0	\$0
Total(s)				\$0	\$0

Consultant Travel (if necessary)									
Purpose of Travel	Location	Type of Expense	Computation						
Indicate the purpose of each trip or type of trip (training, advisory group meeting)			Compute the cost of each type of expense X the number of people traveling.						
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request	
						\$0		\$0	
						\$0		\$0	
						\$0		\$0	
			Total			\$0	\$0	\$0	
Narrative									
H. Procurement Contracts									
Description	Purpose	Consultant?							
Provide a description of the products or services to be procured by contract and an estimate of the cost of the contract.	Describe the purpose of the contract	Is the subcontractor for a consultant? If yes, use the	Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request	
								\$0	
								\$0	
								\$0	
			Total(s)			\$0	\$0	\$0	
Consultant Travel (if necessary)									
Purpose of Travel	Location	Type of Expense	Computation						
Indicate the purpose of each trip or type of trip (training, advisory group meeting)			Compute the cost of each type of expense X the number of people traveling.						
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request	
						\$0		\$0	
						\$0		\$0	
						\$0		\$0	
			Total			\$0	\$0	\$0	

Narrative	
I. Other Costs	
Description <i>List and describe items that will be paid with grant funds in a cost allocation.</i>	Computation <i>Show the basis for computation</i>
Quantity	Cost
Length of Time	Total Cost
Federal Request	Federal Request
Zoom Services for our employees	1
	\$2,000.00
	\$0.00
	\$0.00
	Total(s)
	\$2,000.00
	\$0.00
	\$2,000.00
Narrative	
We are requesting funds for the zoom services we now are in need of due to the new need of working from home we would like our employees to have access to zoom for meeting and communication to take place while working remotely.	
J. Indirect Costs	
Description <i>Describe what the approved rate is and how it is applied.</i>	Computation <i>Compute the indirect costs for those portions of the program which allow such costs</i>
Base	Indirect Cost Rate
Total Cost	Total Cost
Federal Request	Federal Request
	\$0
	\$0
	\$0
	Total(s)
	\$0
	\$0
	\$0
Narrative	

Coronavirus Emergency Supplemental Funding (CESF) Program Narrative

Story County, Iowa

Project: Story County, IA COVID-19 Funding

Story County would like to seek our CESF grant in the sum of **\$58,008** for supplies, equipment, and construction items we have purchased and plan to purchase. Keeping our staff and inmates safe from COVID-19 is our top priority and we want to make sure we take all necessary precautions to do so. This virus can spread rapidly inside a facility like our, as we have seen time and time again, and we feel the items listed will help us prevent and prepare for these uneasy circumstances.

The first area we would like funding for is technical equipment totaling **\$17,936.40**. These include laptops and desktops, which will allow our employees to complete their necessary duties from home. Social distancing is one of the most effective ways to avoid the spread and this equipment will help us accomplish that. Below are the specific items, quantity, and price:

- *Desktop (11 units @ \$611.11) = \$6,722.21*
- *Laptops (13 units @ \$862.63) = \$11,214.19*

We will be able to maintain our workload and continue our normal processes with these.

Working from home will help thin the population in the jail and keeping more employees out of harm's way. Working remotely will be an effective way to combat COVID-19 but will still ensure that we remain efficient with completion of duties.

The next area we would like funds for is medical supplies totaling **\$31,864.62**. This will include basic necessities that are mandatory for our inmates and staff to use. We want to make sure our facility stays disinfected and properly cleaned so the virus cannot be spread on surfaces. Proper PPE is worn by staff and inmates to make sure each person is effectively covered and safe from any potential COVID-19 threat. Other supplies listed will help with ensure health and safety throughout the complex, while still maintain daily responsibilities. Below are the items listed out by items, quantity, and total cost:

- *Gloves / Box (2 units @ \$8.92) = \$17.83*
- *P100 Masks (2 units @ \$60.98) = \$121.95*
- *Cloth Masks (35 units @ \$11.98) = \$419.18*
- *Transport Hood (100 units @ \$6.65) = \$665.00*
- *Booties / Pair (400 units @ \$0.24) = \$97.13*
- *TyVech Suits (175 units @ \$6.60) = \$1,155.00*
- *Safety Glasses (64 units @ \$1.72) = \$110.08*
- *Face Shield/Visor (100 units @ \$3.29) = \$328.57*
- *Hand Sanitizer individual bottles (48 units @ \$3.36) = \$161.43*
- *32oz. Spray Disinfectant 409 (21 units @ \$10.30) = \$216.33*
- *Cotton Cloth Rags (30 units @ \$0.67) = \$19.98*
- *Bleach (10 units @ \$4.23) = \$42.30*
- *Disinfecting Vehicle Fleet: 43 Vehicles/Month (1 unit @ \$50.00) = \$50.00*
- *Fabric Supplies / Cloth Masks/Filter Material (1 unit @ \$266.19) = \$266.19*
- *Hand Sanitizer 5 Gal. (1 unit @ \$600.00) = \$600.00*
- *Hospital Grade Disinfectant (1 unit @ \$740.00) = \$740.00*
- *E-Fecticide / Case (4 units @ \$65.00) = \$260.00*
- *Gel Hand Sanitizer (5 units @ \$333.11) = \$1,665.56*
- *Alcohol Wet Wipes / 60 Sheets (7 units @ \$28.12) = \$196.86*
- *Face Mask Dispenser (20 units @ \$15.95) = \$318.95*
- *Thermometer (7 units @ \$70.20) = \$491.42*
- *2 Gal. Sprayer Bottle (2 units @ \$17.09) = \$34.18*
- *Spray Bottle and Measuring/Pouring Supplies (82 units @ \$4.49) = \$368.33*
- *Automatic Hand Cleaner Dispenser (6 units @ \$204.99) = \$1,229.93*
- *Sign Holder (2 units @ \$28.59) = \$57.18*
- *Portable Toilet/Sink Service (1unit @ \$170.00) = \$170.00*
- *Conference Phone/Microphone Kit (1 unit @ \$687.97) = \$687.97*
- *Gloves / Box (24 units @ \$4.92) = \$118.08*

- *Disposable Masks (3,403 units @ \$0.70) = \$2,382.10*
- *N95 Masks (2,010 units @ \$4.81) = \$9,668.10*
- *Cloth Masks (200 units @ \$5.00) = \$1,000.00*
- *Aprons (250 units @ \$2.00) = \$500.00*
- *Booties / Pair (200 units @ \$0.17) = \$34.00*
- *TyVech Suits (25 units @ \$6.78) = \$169.50*
- *Safety Goggles Fully Enclosed (90 units @ \$2.66) = \$239.40*
- *Face Shield/Visor (50 units @ \$2.00) = \$100.00*
- *Hand Sanitizer / Case of 12 (10 units @ \$25.68) = \$256.80*
- *Wall Mount Hand Sanitizer Refill (15 units @ \$20.24) = \$303.60*
- *32oz. Spray Disinfectant 409 (50 units @ \$9.95) = \$497.50*
- *Clorox Wipes (30 units @ \$4.98) = \$149.40*
- *Lysol (10 units @ \$11.10) = \$111.00*
- *AM/FM Radio (1 unit @ \$8.99) = \$8.99*
- *Literature Holder (7 units @ \$27.28) = \$190.96*
- *Electrostatic Spray Applicator for Disinfectant (3 units @ \$1,800.02) = \$5,400.06*
- *Thermometer (6 units @ \$40.63) = \$243.78*

These supplies are vital for the success of Story County to be prepared for and fight this deadly virus. The thermometers will let us turn away anyone with an elevated temp. The sign holders will give us the chance to mark areas to maintain social distancing. The radio can let us communicate aid and social distance from inmates. Everything else listed is PPE and cleaning products that will continue the success we have had on keeping our facility disinfected, individuals covered, and everyone within our walls safe and healthy. Without many of these items and funds to afford them, we could be leaving ourselves vulnerable to COVID-19 and a source for spreading.

The next area we will want funding for is Construction totaling **\$6,207.41**. This will be used to build plexiglass barriers in our public areas and offices. We want to keep as many people

separated as possible, and this physical barrier between them will vastly help any chance of a potential spread. Below is the specific item, quantity, and price:

- *Plexiglass Barriers (1 unit @ \$6,207.41) = \$6,207.41*

We feel this minor construction is necessary for our facility to keep visitor safe, germs confined, and employees healthy. Direct contact within 6 feet is commonly needed in our area of work so the barriers will most certainly be useful in blocking the virus from being transferred through the air. This is just another safeguard we feel to be imperative to take.

Located in the other section we have included funding for ZOOM services in the amount of **\$2,000**. This will satisfy our need of working from home and allow our employees to have access to zoom for meeting and communication to take place while working remotely. They will have all capabilities as before, but they will all be done virtually. This will be a huge asset for our Jurisdiction to maintain stay at home orders, but still satisfy or daily needs.

These purchases will combine to be vital for the safety of the employees, inmates, and community. The total cost of our orders will be \$58,008.43. We will use the CESF grant from the U.S. Department of Justice (USDOJ) Bureau of Justice Assistance (BJA) for **58,008** or **99.9%** of that cost. Story County is thrilled at the opportunity to be able to purchase these substantial items. Story County is very thankful to USDOJ/BJA for providing this CESF award.

RESOLUTION # 20-97

NOTICE TO ALL PROPERTY OWNERS

BE IT RESOLVED by the Board of Supervisors of Story County, Iowa, that in accordance with the provisions of Chapter 317 of the Code of Iowa, Chapter 58 of the Iowa Department of Agriculture and Land Stewardship and Land Stewardship Administrative Code, and amendments there to, it is hereby ordered:

Each owner and each person responsible for managing lands shall eradicate all Class A noxious weeds and control all Class B noxious weeds. The order shall be consistent with the county Integrated Roadside Vegetation Management plan adopted by the Board of Supervisors. The owner and or persons responsible for managing any lands shall keep said lands free from the growth of any other weeds that make the streets or highways adjoining said land unsafe for public travel. Control is defined as the prevention of the spread of noxious weeds by limiting the production of reproductive structures.

Noxious weeds from the Iowa Code 317 that are present in Story County shall be controlled or eradicated as is necessary throughout the growing season. Producers with sensitive crops or anyone with roadside spraying concerns should contact the Story County Weed Commissioner's Office (515-382-7355). Any landowner with property under CRP contract with the USDA is encourage to consult with their local office and must abide by contract requirements.

Class A Noxious Weeds for Eradication: Palmer Amaranth

At all times: Palmer amaranth must be eradicated. If Palmer Amaranth (*Amaranthus palmeri*) is found on lands in Story County, the owner or manager of said lands is encouraged to cooperate with the United States Department of Agriculture. This also may include the department's farm service agency office for that county, the farm service agency's state office, or any other office or official designated by the department.

Class B Noxious Weeds for Control: Canadian Thistle (*Cirsium arvense*), Teasel (*Dipsacus spp.*) biennial, Leafy Spurge (*Euphorbia esula*), Bull Thistle (*Cirsium vulgare*), Multiflora rose (*Rosa multiflora*), European morning glory or field bindweed (*Convolvulus arvensis*), all other species of thistles belonging in the genus of Carduus.

In addition to the State of Iowa's Noxious Weed List Story County recognizes the following as invasive plants to Story County roadsides and natural areas. Japanese Knotweed *Polygonum cuspidatum*, Wild Parsnip *Pastinaca sativa*, Bush Honeysuckle *Lonicera* spp., Purple Loosestrife *Lythrum salicari*, Poison Hemlock *Conium maculatum*.

In case of failure to comply in any order of control of weeds, the commissioner, the deputies, or agents may, subsequent to the time after service of the notice provided for in Section 317.6, enter upon the land and control the weeds or impose a maximum penalty of \$10 per day, up to ten days, that the owner or person responsible for managing the land fails to comply. If a penalty is imposed and the owner or person responsible for managing the land fails to comply, the commissioner shall cause the weeds to be controlled. If the commissioner, the deputies, or the agents enter the land and control the weeds, the actual cost and expense of cutting, burning, or otherwise controlling the weeds, along with the cost of serving notice and special meetings or proceedings, shall be paid by the county and together with the additional assessment to apply toward costs of supervision and administration, be recovered by an assessment against the tract of real estate on which the weeds were growing as provided in Section 317.21. Any fine imposed shall be recovered by a similar assessment.

The Story County Integrated Roadside Vegetation Management program shall control noxious weed infestations and other problem vegetation in county road rights-of-way which may threaten public health, cause economic loss or effect safe travel. Costs to control noxious weed problems associated with physical changes in the right-of-way, (i.e. over spray, excess tillage, untimely mowing) may be assessed to those responsible for such acts per Story County ordinance 107.VI.1. Soil erosion by wind and water promotes annual and perennial weed growth on agricultural land and in road rights-of-way. Landowners and operators are encouraged to be good land stewards and utilize erosion control methods such as conservation tillage, cover crops, field borders, buffer strips, and grassed waterways.

Recommended Approval By:

Joseph F. Kooiker
Joseph F. Kooiker
Story County Weed Commissioner

Date: 5/19/2020

Chair, Board of Supervisors

Mustamke

Attest:

County Auditor

Murken

ROLL CALL
FOR ALLOWANCE

Lauris Olson
Lisa Heddens
Linda Murken

Yea 3 Nay 0 Absent 0
Yea 3 Nay 0 Absent 0
Yea 3 Nay 0 Absent 0

ALLOWED BY VOTE
OF THE BOARD

Mustamke

CHAIRPERSON

Above tabulation made by SK

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: Story County Engineer, 837 N Ave., Nevada, IA 50201; (515) 2382-7355

STORY COUNTY SUPERVISORS RESOLUTION NO. 20-98

CITY OF STORY CITY RESOLUTION NO. _____

AGREEMENT FOR GRADING AND PAVING OF TIMBERLAND DRIVE

THIS IS AN AGREEMENT made pursuant to Iowa Code section 28E.12 by and between City and County upon the following terms and conditions:

1. DEFINITIONS. When used in this agreement, unless otherwise required by the context:
 - a. "CITY" means the City of Story City, Iowa, a municipal corporation located in the county of Story, state of Iowa.
 - b. "COUNTY" means Story County, Iowa, a municipal subdivision of the state of Iowa.
 - c. "PROJECT" means the grading, drainage structures, and paving of Timberland Drive, from the end of the existing pavement north 0.5 miles.
 - d. "PLANS" means the construction drawings and specifications to be prepared by or for CITY and approved by CITY and COUNTY.
 - e. "ADMINISTRATOR" means the City Administrator and/or the City Engineer of Story City.
 - f. "AGREEMENT" means this instrument in its entirety and the PLANS which shall constitute an integral part hereof.

2. DURATION. This agreement shall take effect from the date of its execution by both CITY and COUNTY and shall thereafter continue in full force and effect for such time as shall be necessary to fully accomplish its stated purposes and until it is terminated in accordance with its terms. COUNTY has the right to terminate this agreement if the PROJECT is not let within two years of the execution date of this agreement.

3. NO SEPARATE ENTITY. The agreement does not create a separate legal or administrative entity.

4. PURPOSE. The purpose of the agreement is to provide for the joint and cooperative design, construction and contract administration of the PROJECT in Story County inside and outside of the City's corporate limits.

5. CONSTRUCTION BIDS. After the PLANS have been approved by CITY and COUNTY, CITY shall let the PROJECT. Thereafter, and prior to the awarding of any contract for construction of the PROJECT, CITY shall submit to COUNTY for review copies of all bids received along with CITY'S recommendations concerning the award of contracts for construction of the PROJECT.

6. AWARD OF CONTRACTS. After COUNTY has approved CITY'S recommendations concerning the award of contracts for the construction of the PROJECT, CITY may enter into contracts for the construction of the PROJECT. COUNTY will not be a party to the construction contract or the engineering consultant contracts. The County shall review all consultant contracts before CITY approval.

7. SUPERVISION OF CONSTRUCTION. The ADMINISTRATOR shall have general supervisory authority over the PROJECT. COUNTY'S engineer may inspect the PROJECT from time to time at his discretion for purposes of verifying compliance with this agreement. CITY shall prepare a road closure plan and COUNTY must approve the plan before Timberland Drive will be allowed to close.

8. ACCEPTANCE OF CONSTRUCTION. After construction of the PROJECT has been completed in an acceptable manner and so certified by the ADMINISTRATOR and approved by COUNTY, CITY shall formally accept the work performed under the construction contracts.

9. PAYMENT OF PROJECT COSTS. All costs of the PROJECT will be shared equally by CITY and COUNTY, but the maximum total amount that the COUNTY will reimburse to the CITY is \$200,000 for this PROJECT. The CITY will bill the COUNTY its portion of reimbursable costs at the end of the project and payment will be made to the CITY within 30 days of the acceptance of construction. All invoices to COUNTY must include detailed documentation of reimbursable costs. Reimbursable costs shall include costs for engineering, preparation of construction drawings and specifications, construction costs and costs for construction administration and inspections. Each party shall be responsible for the costs of

STATE OF IOWA, COUNTY OF STORY, ss:

On the 21st day of May, 2020, before me, the undersigned, a notary public in and for said state, personally appeared Linda Murken and Lucy Martin, to me personally known, and who, being by me duly sworn, did say that they are the Chair of the Board of Supervisors and County Auditor, respectively, of the County of Story, State of Iowa; that the seal affixed to the foregoing instrument is the corporate seal of Story County, Iowa; and that the foregoing instrument was signed and sealed on behalf of Story County, Iowa, by authority of its Board of Supervisors, as contained in Resolution adopted by the Board of Supervisors on the 21st day of May, 2020, and that the said Linda Murken and Lucy Martin acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of Story County, Iowa.



Michelle L. Bellile
Notary Public in and for the State of Iowa

PURSUANT TO authority contained in Chapter 28E of the Code of Iowa and by virtue of a resolution adopted by its Council, CITY has caused this agreement to be executed on its behalf on this _____ day of _____, 2020.

(SEAL)

CITY OF Story City, IOWA

By _____
Mike Jensen, Mayor

ATTEST

By _____
Heather Slifka, City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

On the _____ day of _____, 2020, before me, the undersigned, a notary public in and for said state, personally appeared Mike Jensen and Heather Slifka, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Huxley, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation; that the said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council, as contained in Resolution adopted by the City Council on the _____ day of _____, 2020, and that the said Mike Jensen and Heather Slifka acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation.

Notary Public in and for the State of Iowa

acquiring the required right-of-way for the PROJECT that falls within their jurisdiction as it exists on the date of this agreement.

10. TIMETABLE. COUNTY and CITY shall each proceed with reasonable diligence in the performance of all actions required by them, respectively, under this agreement.

11. TERMINATION. Upon completion of the PROJECT and performance of all actions required by COUNTY and CITY by this agreement, as acknowledged by resolution adopted, respectively, by the Board of Supervisors of COUNTY and the Council of CITY, this agreement shall terminate. Upon completion of the PROJECT the CITY shall accept jurisdiction and control of this segment of roadway. COUNTY has the right to terminate this agreement if the PROJECT is not let within two years of the execution date of this agreement.

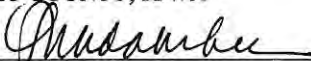
12. MULTIPLE COPIES. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

PURSUANT TO authority contained in Chapter 28E of the Code of Iowa, and by virtue of a resolution adopted by its Board of Supervisors, COUNTY has caused this agreement to be executed on its behalf on this 26th day of May, 2020.

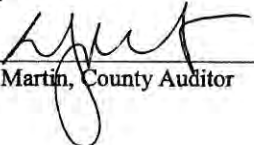
Moved by:	<u>Olson</u>
Seconded by:	<u>Heddens</u>
Voting aye:	<u>Olson, Heddens, Murken</u>
Voting nay:	<u>None</u>
Absent:	<u>None</u>
Not voting:	<u>None</u>

(SEAL)

STORY COUNTY, IOWA

By 
Linda Murken, Chair
Board of Supervisors

ATTEST

By 
Lucy Martin, County Auditor

iowaGrants.gov

Menu | Help | Log Out
Back | Print | Add | Delete | Edit | Save

Application

Application: 355147 - Story County Substance Abuse

Program Area: Substance Abuse Prevention & Treatment

Funding Opportunities: 345968 - FY21 RFA for County Substance Abuse Programs

Application Deadline: 05/29/2020

Requested Total: \$10,000.00

APPROVED
DENIED
Board Member Initials: AM
Meeting Date: 5-22-2020
Follow-up action: _____

Instructions

Iowa Department of Public Health

Application Certification and Conditions Form

This form provides for the certification and assurance of the Applicant's intent and commitment to provide the services included in the application if an award is issued. The Certification and Conditions Form is required to be completed, signed (by typing name in the field) and dated AND 'Marked As Complete' by the Board of Health/Board of Supervisors BOH/BOS authorized signatory.

IDPH reserves the right to accept or reject any exception taken by an applicant to the terms and conditions listed. Should the applicant take exception to the terms and conditions listed by responding 'no' to any of the conditions listed, the successful applicant's exceptions may be rejected and IDPH may elect to reject the application.

To start this form, click the 'Edit' button at the top of the page and complete all the fields. Click 'Save'. If adding an attachment click on the green plus sign in the optional field area and upload the document. Click 'Save' Click 'Mark As Complete'

Note: all required fields (marked with a red asterisk) must have data or information entered in order to 'Save'

Mark as Complete | Go to Application Forms

Application Certification and Conditions

These fields must be completed by the Board Authorized Signatory.

By marking 'Yes' to each statement you are affirming and certifying your acceptance of each condition. Marking 'No' to a statement means you are taking exception to an application condition and IDPH reserves the right to reject the application.

After responding to each condition, insert your signature by typing in your name, select your title, and insert the date you completed the form. Save the form and mark as complete.

The information contained in the Application Forms is accurate, to the best of my knowledge.

* Yes

Under no circumstances will any personnel, employee or independent contractor of the contractor, be paid by the programs applied for in this grant application or by any other programs administered by the contractor to an extent that would translate to a full-time equivalency of greater than 1.0. Furthermore, no time will be "double-charged".

* Yes

The organization has the resources to meet the goals and objectives included in this application for the amount of funds applied for.

* Yes

If a contract is awarded, based on my authority, the organization is committed to fulfilling the contract conditions from the Iowa Department of Public Health.

* Yes

If a contract is awarded, it is the contractor's sole responsibility to ensure appropriate individual(s) have registered within IowaGrants.gov and are granted access to the Grant Tracking site at www.IowaGrants.gov. The contractor acknowledges that all assigned individuals will have full rights (add, modify, and delete) for all Grant Tracking components including contractual forms, reporting forms, and claims submission.

* Yes

If a contract is awarded, I designate the following individual as the Grantee Contact with full responsibility for assignment of appropriate individuals to this grant in IowaGrants.gov

* Lisa Markley

I certify that my agency is not suspended or debarred or otherwise excluded from participating in provision of services in the event application is approved.

* Yes

I have read and understood the applicable Scope of Work for this Funding Opportunity.

* Yes

The BOH or BOS Authorized Signatory must complete this form and sign it by typing in their name

Signature* Linda Murken

Select your title

Title of Signatory* Board Authorized Signatory

Insert the date the Board Authorized Signatory completed and signed this form. Click 'Save' at the top of the page.

Date form completed and signed* 05/26/2020

Optional: This area is provided for the uploading of Transmittal Letter or other communication to IDPH as applicable to this application. IDPH reserves the right to make the determination of the applicability of the communications at its sole discretion.

Attachment

Last Edited By: Lisa Markley, 05/26/2020



County Outreach and Special Projects Manager
Story County, Iowa
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7247 Email: lharter@storycountyiowa.gov
www.storycountyiowa.gov

APPROVED **DENIED**
Board Member Initials: ML
Meeting Date: 5-22-2020
Follow-up action: _____

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP, CFM
RE: Deadlines for URA Policies
DATE: May 20, 2020

At the Tuesday, May 26, 2020, meeting of the Board of Supervisors, I am requesting the Board consider once again amending the deadlines for the URA policies. The deadlines are proposed to be revised as highlighted below. The meeting in Step 1 will occur via conference call if other options are not available.

Economic Development Project Process

The following **standard operating procedure** applies to project requests for economic development funding through the *Urban Renewal Area Program*:

Step 1 - Pre-Application Conference (*prior to the Third ~~Tuesday~~ Friday of May June – Annually*). Annually, County staff will hold an information session to review application forms, timeline, and procedures. In order to be deemed an eligible applicant, potential applicants must attend this meeting.

Step 2 - Application Deadline (*prior to the Fifth ~~Second~~ Tuesday of June July – Annually*) This is the information gathering stage of a project which will provide the foundation for subsequent decision making by the Board of Supervisors. Applicants shall submit the Urban Renewal Area Project Application and include as much information as possible. Only one application is allowed per organization per grant cycle. If an organization submits more than one grant application, all applications submitted by that organization will be deemed ineligible for grant funds and will not be reviewed. To ensure fairness for all, applications that are incomplete, do not follow the guidelines, whose representative did not attend the Pre-Application Conference, or miss the deadline will not be reviewed.

Step 3 – Acknowledgement of Applications (*prior to the ~~Second~~ Third Tuesday of July – Annually*)

Step 4 – Notification of Applicants (*prior to the First Tuesday of August – Annually*). The Board of Supervisors shall notify the school district, municipality, and/or township trustees in the TIF district from which monies may be utilized for payment of the proposed TIF projects through the Urban Renewal Area Program. Further notice is sent to taxing authorities associated with the individual projects.





County Outreach and Special Projects Manager

Story County, Iowa

Ph. 515-382-7247 Email: lharter@storycountyiowa.gov

www.storycountyiowa.gov

The notice shall be given by regular mail to the entities referenced above indicating how to view the project applications on file, date of the next regularly-scheduled Board of Supervisors meeting, date of consultation meeting, and include a copy of the existing Urban Renewal Area Plan. The notice requirement's intent is designed to encourage input from the area from which taxes will be utilized so that the Board can consider input from the public in its evaluation stage.

Step 5 – Consultation Meeting (*First Tuesday of September – Annually*). The Board of Supervisors will schedule a consultation meeting to discuss potential projects.

Step 6 – Evaluation (*prior to the First Tuesday of October – Annually*). The purpose of the evaluation stage is to weigh the public costs and benefits of the project. The Board of Supervisors will evaluate the public purpose/benefit involved, the strength of the opportunity, and the public costs involved. As part of the evaluation process, the Auditor shall prepare a report showing the status of all TIF projects, monies expended and monies owed on current TIF projects so that the Board of Supervisors can evaluate the funds available for all proposed projects. Further, the Board of Supervisors recognizes the importance of citizen input on proposed projects and will post all applications for projects on its website prior to decisions on the project so that the public may review the applications and prepare for any comment at the weekly meetings of the Board of Supervisors.

Step 7 – Urban Renewal Area Plan Updated (*prior to November 1*). Story County in consultation with the Story County Civil Attorney will prepare necessary updates to the Urban Renewal Area Plan to reflect any approved projects and present for action by the Board of Supervisors.

Step 7 – Incur Debt (*i.e. borrow money – prior to November 1*).

Step 8 – Debt Certified (*December 1*). Costs of all approved projects and the repayment schedule will be certified to the County Auditor.



Invoice #: 5519
Date: 05/20/2020
Customer ID: 50201

INVOICE

Payable To:
RoseRush Services, LLC P.O. Box 2006 Buena Vista, CO 8121

Bill To:
Story County Animal Shelter and Control 975 West Lincoln Highway Nevada, IA 50201

TERMS
Due by 01/31/2019

QTY	DESCRIPTION	TOTAL
1	Shelter Pro Software—Best Value Package	\$2395.00
1	Annual Software Licensing, support, and upgrades	\$1895.00
APPROVED DENIED Board Member Initials: <u>gmu</u> Meeting Date: <u>5/22/2020</u> Follow-up action: _____ _____ _____ <u><i>Thank you for your order!</i></u>		

SUBTOTAL

\$4290.00

Processing

\$0.00

Balance due

\$4290.00

Renew Your EAP Benefits with EFR

Proposed for: **Story County**

275 Employees

Current Benefit:

Renewal Date: **July 1, 2020**

Core EAP with up to 6 counseling sessions \$21.60 Per employee/per year **Total: \$5,594.40**

Renewal Options: Please check the box corresponding with the selected plan & sign below:

Up to 6 in-person EAP counseling sessions

CORE EAP

Premier EAP



Per employee/per year

\$21.60

+2,500.00

Annual EAP Contract:

\$5,940.00

\$8,440.00

Premier PLUS

Implementation Fee (one-time only)

based on group size =

☐

Onsite biometric screenings billed at time of screening

x \$58 per participant =

☐

Physician Packets

x \$22 per participant =

☐

Wellness Portal (optional)

x \$1.95 per employee/per month =

☐

Premier PLATINUM

Implementation Fee (one-time only)

based on group size =

☐

Onsite biometric screenings billed at time of screening

x \$184 per participant =

☐

Physician Packets

x \$62 per participant =

☐

Wellness Portal

x \$2.50 per employee/per month =

☐

Add on-site workplace training in the contract.

\$250 per hour with minimum of 6 hours (plus travel).

Total hours:

x \$250

Topics can be selected at a later date. Write in total hours selected:

=

Additional Services Available

On-site Education, Training, Development Seminars

\$300/hour + travel costs

☐

Mediation Services

\$200/hour + travel costs

☐

Leadership Coaching

\$175/hour + travel costs

☐

Other Request (describe):

Please complete and return 60 days prior to the renewal date.

Signature: _____

[Handwritten Signature]

Date: _____

5/22/2020

RESOLUTION NO. 20-94

COUNTY NAME: STORY	RECORD OF HEARING AND DETERMINATION ON THE AMENDMENT TO COUNTY BUDGET	COUNTY NO: 85
-------------------------------------	--	--------------------------------

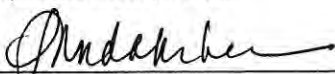
Date budget amendment was adopted: 5/26/20	For Fiscal Year Ending: June 30, 2020
---	--

The County Board of Supervisors met on the date specified immediately above to adopt an amendment to the current County budget as summarized below. The amendment was adopted after compliance with the public notice, public hearing, and public meeting provisions as required by law.

Iowa Department of Management Form 653 A-R Sheet 2 of 2 (revised 05/01/14)			
REVENUES & OTHER FINANCING SOURCES			
Taxes Levied on Property	1	28,205,681	0
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0
Less: Credits to Taxpayers	3	1,030,109	0
Net Current Property Taxes	4	27,175,572	0
Delinquent Property Tax Revenue	5	3,050	0
Penalties, Interest & Costs on Taxes	6	75,000	0
Other County Taxes/TIF Tax Revenues	7	3,449,446	219,500
Intergovernmental	8	9,020,230	159,539
Licenses & Permits	9	69,420	160,000
Charges for Service	10	1,853,405	(16,950)
Use of Money & Property	11	511,405	272,735
Miscellaneous	12	1,254,100	113,296
Subtotal Revenues	13	43,411,628	908,120
Other Financing Sources:			
General Long-Term Debt Proceeds	14	11,000,000	(5,000,000)
Operating Transfers In	15	3,509,500	
Proceeds of Fixed Asset Sales	16	6,000	10,000
Total Revenues & Other Sources	17	57,927,128	(4,081,880)
EXPENDITURES & OTHER FINANCING USES			
Operating:			
Public Safety & Legal Services	18	14,638,790	470,700
Physical Health & Social Services	19	2,807,706	74,036
Mental Health, ID & DD	20	1,927,134	1,021,600
County Environment & Education	21	5,131,820	29,575
Roads & Transportation	22	6,382,925	997,000
Government Services to Residents	23	1,562,238	43,525
Administration	24	6,787,724	191,755
Nonprogram Current	25	50,000	
Debt Service	26	1,672,400	
Capital Projects	27	8,414,956	(40,645)
Subtotal Expenditures	28	49,375,693	2,787,546
Other Financing Uses:			
Operating Transfers Out	29	3,509,500	
Refunded Debt/Payments to Escrow	30	0	0
Total Expenditures & Other Uses	31	52,885,193	2,787,546
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	5,041,935	(6,869,426)
Beginning Fund Balance - July 1,	33	22,184,829	
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0
Fund Balance - Nonspendable	35	0	0
Fund Balance - Restricted	36	16,981,594	(6,957,977)
Fund Balance - Committed	37	1,048,094	(54,554)
Fund Balance - Assigned	38	2,853,675	290,422
Fund Balance - Unassigned	39	6,343,401	(113,717)
Total Ending Fund Balance - June 30,	40	27,226,764	(6,869,426)

Date original budget adopted: 03/12/19	Date(s) current budget was subsequently amended: 08/27/19
---	--

The below-signed certify that proof of publication of the hearing notice and proposed amendment is on file for each official County newspaper, that all public hearing notices were published not less than 10, nor more than 20 days prior to the public hearing, and that adopted expenditures do not exceed published amounts for any of the 10 individual expenditure classes, or in total.



Board Chairperson (signature)



County Auditor (signature)

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

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

Please return to:
Planning & Development

**STORY COUNTY IOWA
ORDINANCE NO. 288**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF STORY COUNTY, IOWA; AND
CHANGING THE BOUNDARIES OF THE DISTRICTS ESTABLISHED AND SHOWN ON SAID
MAP AS PROVIDED IN CHAPTER 92 OF THE CODE OF ORDINANCES, STORY COUNTY,
IOWA.**

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

WHEREAS; at their May 6, 2020, meeting, the Story County Planning and Zoning Commission recommended approval of the Official Zoning Map Amendment and C2C Future Land Use Map Amendment request submitted by Kurt Friedrich, 100 6th Street, Ames, Iowa, 50010, as referenced in the Official Zoning Map of Story County, Iowa, and identified under the process to change the boundaries of the districts established and authorized by Section 92.06 of the *Code of Ordinances, Story County, Iowa, and as referenced* as follows:

The following described property, under the ownership of Quarry Estates, LLC, 619 East Lincoln Way, Ames, Iowa, 50010, be amended from the A-1 Agricultural and R-1 Transitional Residential Districts to the GB-C Greenbelt-Conservation District

GENERAL PROPERTY LOCATION:

Northwest Quarter of Section 7 of Franklin Township (parcel number 05-07-100-105, 05-07-100-200, 05-07-100-400, and 05-07-100-305) located at the southeast corner of the intersection of 500th Avenue and 170th Street and as described on Attachment A and shown on Attachment B, and;

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

WHEREAS: 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; and

WHEREAS: this ordinance shall be effective after its final passage, approval and publication of the ordinance or a summary thereof, as provided by law.

Action upon FIRST Consideration: Approved
DATE: May 19, 2020

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

Action upon SECOND Consideration: Approved
DATE: May 26, 2020

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

Action upon THIRD Consideration: Waived
DATE: June 2, 2020

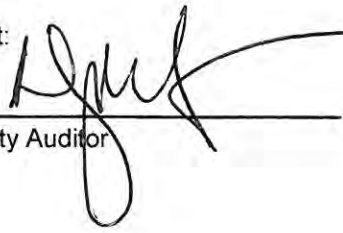
Moved by: _____
Seconded by: _____
Voting Aye: _____
Voting Nay: _____
Not Voting: _____
Absent: _____

ADOPTED THIS 26th day of May, 2020.



Chairperson, Board of Supervisors

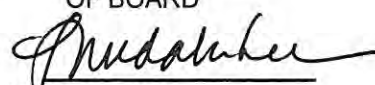
Attest:


County Auditor

ROLL CALL	Lauris Olson	Yea ☒	Nay ☐	Absent ☐
FOR ALLOWANCE	Lisa Heddens	Yea ☒	Nay ☐	Absent ☐
	Linda Murken	Yea ☒	Nay ☐	Absent ☐

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON

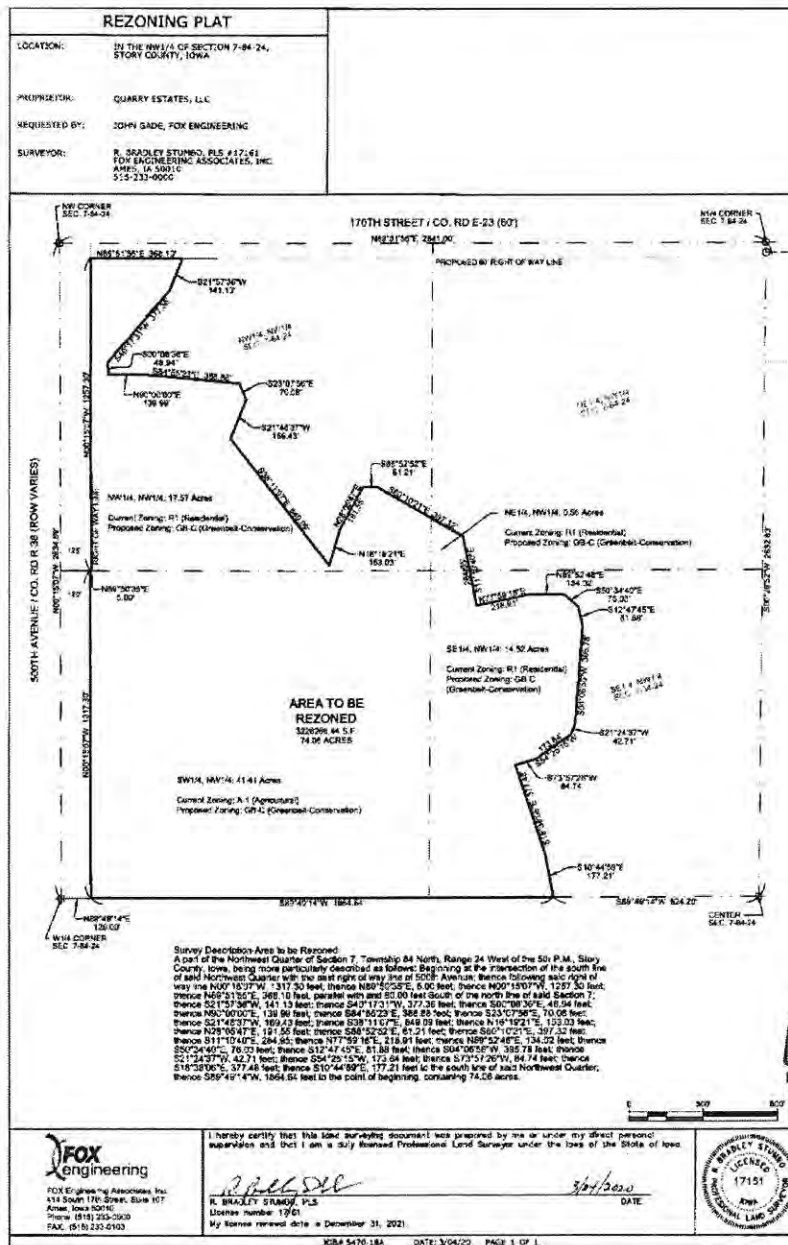
Above tabulation made by 

ATTACHMENT "A"

Legal Description of Rezoning Area

A part of the Northwest Quarter of Section 7, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the intersection of the south line of said Northwest Quarter with the east right of way line of 500th Avenue; thence following said right of way line N00°15'07"W, 1317.30 feet; thence N89°50'35"E, 5.00 feet; thence N00°15'07"W, 1257.30 feet; thence N89°51'55"E, 368.10 feet, parallel with and 60.00 feet South of the north line of said Section 7; thence S21°57'36"W, 141.13 feet; thence S40°17'31"W, 377.36 feet; thence S00°08'36"E, 48.94 feet; thence N90°00'00"E, 139.99 feet; thence S84°55'23"E, 388.88 feet; thence S23°07'56"E, 70.08 feet; thence S21°48'37"W, 169.43 feet; thence S38°11'07"E, 649.09 feet; thence N16°19'21"E, 153.03 feet; thence N28°05'47"E, 191.55 feet; thence S88°52'52"E, 61.21 feet; thence S60°10'21"E, 397.32 feet; thence S11°10'40"E, 284.95; thence N77°59'18"E, 218.91 feet; thence N89°52'48"E, 134.02 feet; thence S50°34'40"E, 76.03 feet; thence S12°47'45"E, 81.88 feet; thence S04°06'56"W, 395.78 feet; thence S21°24'37"W, 42.71 feet; thence S54°25'15"W, 173.64 feet; thence S73°57'26"W, 84.74 feet; thence S18°38'06"E, 377.48 feet; thence S10°44'59"E, 177.21 feet to the south line of said Northwest Quarter; thence S89°49'14"W, 1864.64 feet to the point of beginning, containing 74.06 acres.

ATTACHMENT "B"



Staff Report

Story County Board of Supervisors

Date of Meeting:
May 19, 2020

APPLICANT: Quarry Estates, LLC
619 East Lincoln Way
Ames, Iowa

STAFF PROJECT MANAGER: Amelia Schoeneman, Planner

Case Number REZ01-20 and SUB06-20 is a rezoning and Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map amendment request and a Major Subdivision Preliminary Plat request for the property located at the southeast corner of the intersection of 500th Avenue and 170th Street in the Northwest Quarter of Section 7 of Franklin Township. The subject property is currently zoned R-1 Residential and A-1 Agricultural. The requested amendment to the Official Zoning Map of Story County, Ordinance 288, is to the GB-C Greenbelt-Conservation District for portions of the subject property determined to be environmentally sensitive and that contain floodplain. The request includes a C2C Comprehensive Plan Future Land Use Map amendment from the Rural Residential Area to the Agricultural Conservation Area and from the Agricultural Conservation Area to the Natural Resource Area for the environmentally sensitive areas and floodplain. The requested major subdivision preliminary plat for the Prairie Valley Subdivision is proposed to include 70 lots for single-family dwellings, five lots to be dedicated to Story County and Story County Conservation including the environmentally sensitive areas, and seven outlots (not buildable for a dwelling) to be owned and managed by a homeowner association. At their May 6, 2020, meeting, the Story County Planning and Zoning Commission recommend approval of the rezoning and C2C Comprehensive Plan Future Land Use Map amendment request and a Major Subdivision Preliminary Plat request with conditions to the Board of Supervisors (a full list of conditions available on pages 32-33 of this report).





Property Information

PROPERTY OWNER

Quarry Estates, LLC
619 East Lincoln Way
Ames, Iowa

GENERAL PROPERTY LOCATION

The Northwest Quarter of Section 7 of Franklin Township located at the southeast corner of the intersection of 500th Avenue and 170th Street.

PARCEL IDENTIFICATION NUMBERS

05-07-100-105, 05-07-100-200, 05-07-100-400, and 05-07-100-305

GROSS PROPERTY AREA

160 acres

SIZE OF AREA TO BE OCCUPIED BY DEVELOPMENT LOTS

Approximately 56 acres, including streets.

SIZE OF REZONING AREA

74.06 acres

LEGAL DESCRIPTION OF AREA TO BE REZONED

A part of the Northwest Quarter of Section 7, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the intersection of the south line of said Northwest Quarter with the east right of way line of 500th Avenue; thence following said right of way line N00°15'07"W, 1317.30 feet; thence N89°50'35"E, 5.00 feet; thence N00°15'07"W, 1257.30 feet; thence N89°51'55"E, 368.10 feet, parallel with and 60.00 feet South of the north line of said Section 7; thence S21°57'36"W, 141.13 feet; thence S40°17'31"W, 377.36 feet; thence S00°08'36"E, 48.94 feet; thence N90°00'00"E, 139.99 feet; thence S84°55'23"E, 388.88 feet; thence S23°07'56"E, 70.08 feet; thence S21°48'37"W, 169.43 feet; thence S38°11'07"E, 649.09 feet; thence N16°19'21"E, 153.03 feet; thence N28°05'47"E, 191.55 feet; thence S88°52'52"E, 61.21 feet; thence S60°10'21"E, 397.32 feet; thence S11°10'40"E, 284.95; thence N77°59'18"E, 218.91 feet; thence N89°52'48"E, 134.02 feet; thence S50°34'40"E, 76.03 feet; thence S12°47'45"E, 81.88 feet; thence S04°06'56"W, 395.78 feet; thence S21°24'37"W, 42.71 feet; thence S54°25'15"W, 173.64 feet; thence S73°57'26"W, 84.74 feet; thence S18°38'06"E, 377.48 feet; thence S10°44'59"E, 177.21 feet to the south line of



said Northwest Quarter; thence S89°49'14"W, 1864.64 feet to the point of beginning, containing 74.06 acres.

CURRENT ZONING

R-1 Transitional Residential and A-1 Agricultural

FUTURE LAND USE MAP DESIGNATION

The *Story County Cornerstone to Capstone (C2C) Comprehensive Plan* currently designates this property as Agricultural Conservation Area and Rural Residential Area. Portions are also designated as Natural Area.

CITIES WITHIN TWO MILES

Gilbert

DISTRICTS

School - Gilbert

Utilities- Xenia, Alliant Energy, Midland Power

Emergency - Gilbert Fire & Rescue

Watershed - Squaw Creek

Drainage Districts - Drainage District # 8, Drainage District #67, &

Drainage District #95

SUBMITTAL DOCUMENTS

Documents submitted for review include the preliminary plat, a management/ownership agreement with Story County Conservation, restrictive covenants, draft easements, a traffic study, a stormwater management plan, a rezoning and C2C Comprehensive Plan Future Land Use Map amendment request (including a narrative and rezoning plat), letters from utility and emergency service providers, environmentally sensitive areas study, and an archaeological study.



Proposed Use and Background

Current Land Use

The subject property includes four original quarter quarters, less road right-of-way, for a total area of 160 acres. The property contains approximately 66 acres of pastureland, which stretches from the northwest corner of the property to the southeast corner and varies between steep slopes and flat areas. This area was used for grazing cattle. Squaw Creek runs southwest through the southwestern-most corner of the property.

Approximately 41 acres, including a majority of the southwest quarter quarter and the northwestern 7 acres of the property have been enrolled in the Conservation Reserve Program (CRP) and planted in long term prairie. These are the lowest areas of the property and also contain FEMA designated floodplain. Approximately 40 acres of the subject property is located within the FEMA designated floodplain—along the western edge of the subject property and over a majority of the southwest quarter quarter. The northeast 25 acres of the subject property is currently in hay production, and to the south, approximately 19 acres along the eastern edge of the property was planted as corn. There is a steep ravine that is located near the center of the property and falls south and west from the highest point of the property. This ravine turns into a drainage way, which extends south from the center of the property. The drainage way is surrounded by vegetation including tree cover.

Background and Proposed Use

2018 Rezoning of the Property to R-1 Transitional Residential

In December of 2018, the northwest, northeast, and southeast quarter quarters (120 acres) of the subject property were rezoned to the R-1 Transitional Residential District. As part of this request, the C2C Future Land Use Map designation for the northwest, northeast, and southeast quarter quarters was also amended to the Rural Residential Area. Maps of the current zoning and C2C Future Land Map designations (since the 2018 rezoning and C2C Future Land Use Map amendment) are provided in Figures 1 and 2. The southwest quarter quarter was not part of the request as the Land Evaluation and Site Assessment score was too high to permit a rezoning from the A-1 Agricultural District. Additionally, the southwest quarter is largely covered by floodplain, and no development was proposed for the area.

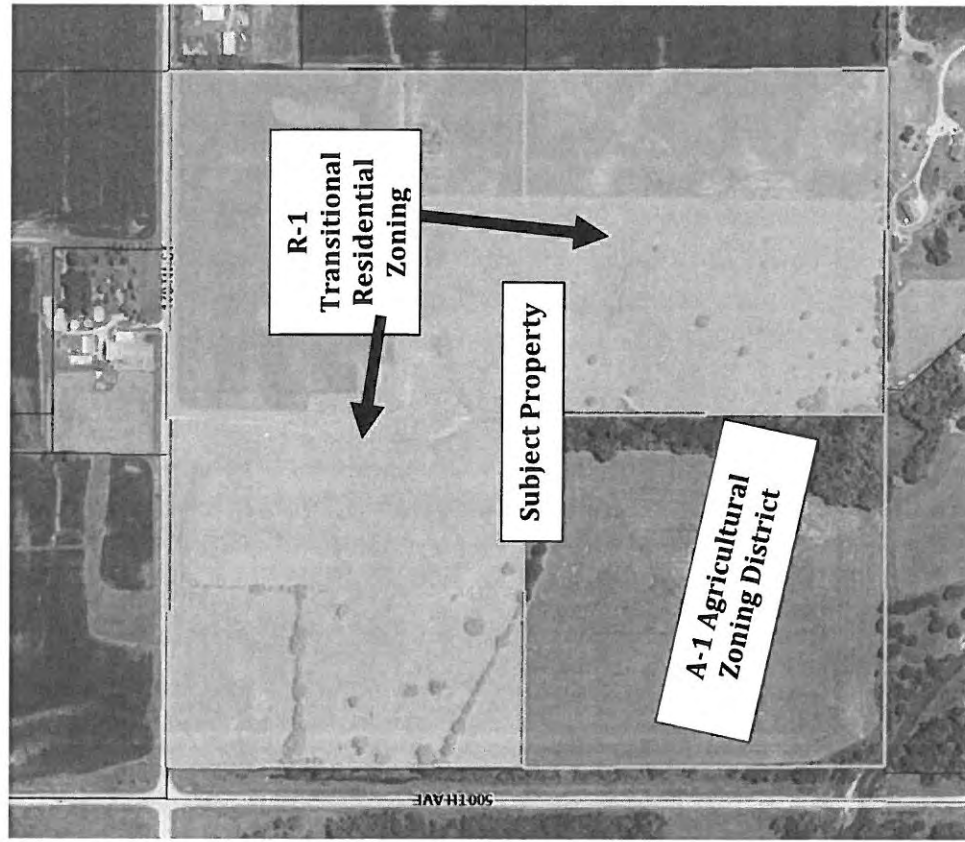


Figure 1: Current Story County Official Zoning Map for Subject Property

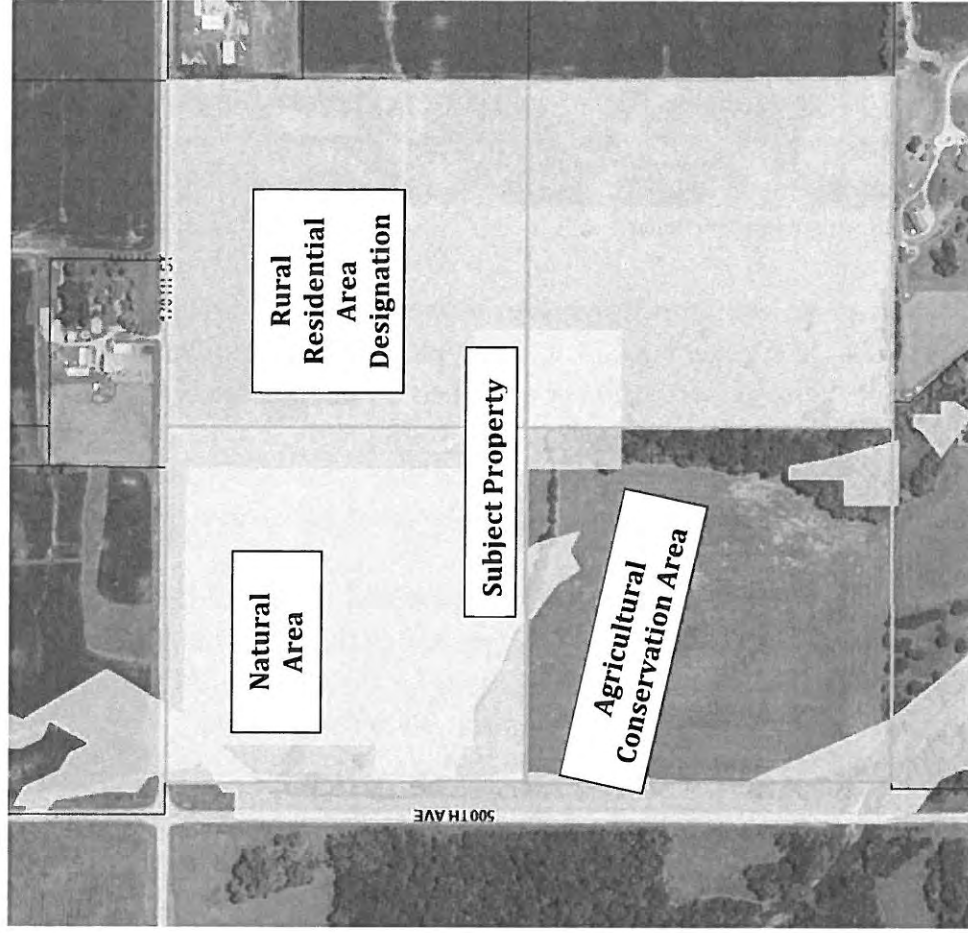


Figure 2: Current C2C Future Land Use Map for Subject Property

At the December 5, 2018, meeting, the Story County Planning and Zoning Commission made a motion to recommend approval of the staff recommendation to the Board of Supervisors. Staff's recommendation included a condition limiting the development to 56 lots, based on the density of other residential development in the area, and other conditions. This motion failed (vote 2-3) and was the recommendation provided to the Story County Board of Supervisors.

The Board of Supervisors ultimately approved the rezoning and C2C Plan amendment with conditions to ensure the standards of approval for a rezoning and for a C2C Plan amendment, including for compatibility with the surrounding area and protection of environmental resources, were met. The conditions on the rezoning are as follow:

1. The total number of development lots shall not exceed the total number of developable acres, up to a maximum of 70 developable acres (i.e. not to exceed 70 single-family dwellings)
2. The applicant shall work with Story County Environmental Health and Story County Planning and Development to identify areas on the subject property where it is possible to group septic system discharge for the purpose of limiting disruption to prairie remnants and other environmentally sensitive areas.
3. The applicant shall collaborate with Story County Conservation to identify and map the locations of environmentally sensitive areas, including the southwest of the northwest quarter quarter, on the subject property including but not limited to those identified in Condition 8 below.
4. The applicant shall request a Future Land Use Map Designation amendment for the environmentally sensitive areas, identified in Condition 3, from the requested Rural Residential Designation to the Agricultural Conservation Designation at the time of the proposed subdivision plat and rezoning submittal (see Condition 5). The environmentally sensitive areas identified in Condition 3 shall be further designated as Natural Resource Area on the C2C Future Land Use Map.
5. In order to ensure the long-term protection of the environmentally sensitive areas and the floodplain areas, an application to rezone the southwest quarter of the northwest quarter of Section 7 and all environmentally sensitive areas, identified in Condition 3, from the A-1 Agricultural District and the R-1 Transitional Residential District to the GB-C Greenbelt Conservation District shall be submitted by the property owner/applicant with the proposed subdivision plat. A management and/or ownership agreement with Story County Conservation shall be made and submitted at the time of the rezoning in order to best preserve and maintain the identified environmentally sensitive areas located on this property.
6. In accordance with Principle 4 of the Rural Residential Area C2C Future Land Use Map Designation, a buffer of no less than 50 feet shall be maintained between the proposed subdivision development lots and the agricultural land use located to the east.



7. A 20' wide easement for a future hard-surfaced trail shall be provided on the north and west sides of the proposed subdivision for future trail development as described in the C2C Cornerstone to Capstone Comprehensive Plan (See Map 29: Proposed Trails and Greenway Map).
8. As part of the subdivision plat submittal, the development improvements shall meet the requirements of the Story County Land Development Regulations R-C Residential Conservation Design (Overlay) District Chapter 86.15(4)(A)(1-7) as follows:
 4. Design and Improvement Requirements.
 - A. Land Suitability. No land shall be developed which is held to be unsuitable for any proposed use if identified as being environmentally sensitive. Areas identified as being environmentally sensitive include:
 - (1) All wetlands and hydric soils by the Natural Resource Conservation Service or Story County Conservation, including a 50-foot buffer around all such identified wetlands.
 - (2) Native prairie remnants.
 - (3) Significant trees and cover.
 - (4) All areas having slopes greater than 14 percent.
 - (5) Areas that provide habitat for rare, threatened or endangered species.
 - (6) Burial sites and Native American mounds.
 - (7) Drainage ways that contain running water during spring runoff, during storm events or when it rains. A 30-foot buffer along each side of the drainage way shall be included.

Proposed Subdivision and Conformance with Conditions on R-1 Zoning

The subdivision request is a preliminary plat for a major subdivision. When a major subdivision is proposed, both a preliminary and final plat are required by the Story County Land Development Regulations. The preliminary plat shows the overall concept and design for the subdivision. The final plat provides the legal description for the lots to record and complete the division of the property. The final plat will be reviewed for conformance with the preliminary plat by staff, the Planning and Zoning Commission, and the Board of Supervisors when it is submitted. The final plat must be submitted within one year of the preliminary plat. Before the submittal of the final plat, all improvements including roads, grading, stormwater management, and utilities are required to be completed or a development agreement and financial security submitted with a timeframe (a maximum of two years) for their completion with the final plat. The design, materials, and workmanship, installation, and construction of improvements must be warranted for a period of two years from and after completion.



To meet the conditions of the 2018 rezoning, the applicant has proposed a 70-lot subdivision at a density of .44 lots per acre (condition one of the rezoning limits the development to 70 lots). The minimum lot size for the R-1 Transitional Residential Zoning District in which the subdivision is located is 25,000 square feet for a single-family dwelling. All lots meet or exceed this minimum lot size requirement. A layout drawing for the subdivision is provided in Figure 3.

The final plat for the proposed Prairie Valley Subdivision will be completed in four phases, demarcated by various colored dashed lines on layout drawing in Figure 3.

Regarding condition two of the rezoning (grouping of septic systems), the Board of Supervisors added this condition as a way to protect the remnant prairie on the site from the moisture of the discharge from the septic laterals. A protective subdrain to divert runoff from the septic laterals away from the prairie remnants is proposed for lots with lateral fields that slope towards the prairie remnants. This proposal has been reviewed by the County Sanitarian and County Conservation. The subdrain is shown by the thin black line on the layout drawing (Figure 3) behind the rear lot lines of the development lots. A design of the protective subdrain is provided with the preliminary plat and available on the agenda center. The subdrains are located on outlots to be owned and managed by a homeowner association. The County Sanitarian and County Conservation Director requested an additional tile on Lot 52. The applicant provided an amended plan to staff showing the drain, although they do not believe it is needed and noted it would add cost to the project. The Planning and Zoning Commission and staff recommend the addition of this tile to the preliminary plat as a condition of approval.

The design of the subdivision meets the conservation design principles prescribed as part of the eighth condition on the rezoning. Story County Conservation performed a desktop survey through the Iowa Department of Natural Resources and determined there are no threatened or endangered species on the site. The applicant also completed an archaeological study that did not locate burial grounds or Native American mounds. Dr. Thomas Rosburg, a professor of Ecology and Botany at Drake University, completed a field review to locate remnant prairie and other landscape features, as required by conditions three and eight of the rezoning. The most significant and environmentally sensitive features were the native prairie remnants. Several remnant prairie areas are present on the subject property and they are shown in yellow outlines on the layout drawing for the subdivision in Figure 3. The remnant prairies are mainly located on steeply sloped areas of the south half of the northwest quarter quarter and on the western half of the southeast quarter quarter. These areas were previously the pastureland. Several lots do have areas with slopes over 14% or with potentially hydric soils but were not identified as



environmentally sensitive. Further, the trees on the site were not identified as environmentally sensitive.

The conditional rezoning required the environmentally sensitive areas and floodplain to be rezoned to the Greenbelt-Conservation District and their C2C Future Land Use Map designation amended to Agricultural Conservation and Natural Area (conditions four and five). The layout drawing shows the area to be rezoned to the Greenbelt-Conservation Zoning District and amended to Agricultural Conservation and Natural Areas on the C2C Plan Future Land Use Map in blue. The blue area also contains the FEMA mapped floodplain present on the subject property.

The fifth condition of the rezoning also requires that a management agreement with Story County Conservation be developed to protect the environmentally sensitive areas and floodplain. Since the 2018 rezoning, the developer has instead decided to deed this area and the lots designated with a letter and shown in green on the layout drawing to Story County Conservation. There are five total lots to be deeded to Story County. Four will be dedicated to Story County Conservation, totaling 81.8 acres. The fifth lot to be dedicated to the county is additional right of way along 170th Street. Lot B, which contains 74.07 acres and all of the environmentally sensitive areas and is the area of the rezoning and C2C Plan Amendment, and Lots C and D, will be platted and deeded as part of the first phase of the subdivision. Lot E will be deeded to Story County Conservation as part of the fourth phase of the subdivision.

The measures originally proposed as part of the management agreement with Story County Conservation have been addressed through the preliminary plat, proposed covenants, and an ownership/management agreement. At their May 11, 2020, meeting, the Story County Conservation Board took action to approve these documents and measures in a unanimous vote. The measures include:

- The applicant worked with the Story County Conservation Board to provide a 35-foot buffer around the remnant prairie. The buffer is shown by a dashed yellow line on the layout drawing. A 45-foot buffer is provided from lots with a protective subdrain.
- Silt fencing is proposed around the prairie remnants to provide protection and a barrier during construction. The location of the silt fence is shown in the erosion control plan as part of the preliminary plat and available on the agenda center.
- The developer will be constructing split rail fencing on the common lot lines of the development lots with the County-owned property to provide demarcation and protection. The homebuilders/lot owners are required to construct split rail fencing on the common property lines with the homeowner association-owned lots. A fence



plan is provided as part of the preliminary plat and included as provisions in the ownership/management agreement and covenants.

- The proposed covenants include prohibitions on using fertilizers that contain phosphorous.
- Water quality testing will occur on the Story County Conservation-owned lots. Per the management/ownership agreement, in the event the testing indicates the use of fertilizers and/or lawn additives that contain phosphates in violation of the Covenants, the Story County Conservation Board may take action at law or equity for relief, either by injunction or damages.
- Per the covenants and ownership/management agreement, all homeowner association outlots and Story County Conservation-owned lots that contain greenspace shall be managed as native prairie lots. No invasive species are allowed on these lots or any development lot and trees and shrubs shall be native species. The Story County Conservation Board will approve all seed mixes for the outlots.
- Per the covenants, no debris, hazardous materials, household hazardous waste, or unapproved plants or soil shall be placed, at any time, in the subdivision.

The Conservation Board previously discussed these prescriptive measures at the April 13, 2020, meeting. A concern raised by the Board and staff was the expiration or amendment of the covenants. A conservation easement was requested. The County Attorney has reviewed the easement language and determined that it is sufficient to enforce the provisions of the covenants if they were to be amended or expire. Again, the Story County Conservation Board approved the preliminary plat, covenants, conservation easement, and ownership/management agreement at their May 11, 2020, meeting.

Condition six requires a 50-foot buffer from the parcels in agricultural production to the east. This buffer is shown on the layout drawing in Figure 3. The lots shown in brown on the layout plan in Figure 3, including the 50-foot buffer on the east side of the subdivision, are outlots to be managed by a homeowner association. There are seven outlots and they total 26.20 acres, including the street lots. These outlots include stormwater management retention ponds and the protective subdrain. They also include buffers between the development lots and 170th Street.

The 20-foot wide easement for a future hard-surfaced trail on the north and west sides of the proposed subdivision required by the seventh condition is shown on the plat. Story County Conservation will own the property where the trail easement is located on the west side of the development. The location of this trail may change as an additional trail system will be built by Story County Conservation on the Story County Conservation-owned property as soon as the summer of 2021. A concept trail system is shown in grey in the layout drawing in Figure 3, including a trailhead and parking at the entrance to the



subdivision, shown in Lot C. This design may change as Story County Conservation works to develop the system and determine a final design.

Proposed Subdivision and Conformance with the Story County Land Development Regulations

In addition to the conditions placed on the subdivision by the rezoning, the Story County Land Development Regulations contain additional submittal and design standards. Chapter 87 includes items to be shown on the preliminary plat and submitted with the plat. Chapter 88 contains general site planning standards for street and lot design, environmental resource protection, stormwater management, and requires a traffic study.

As required by Chapter 87, the applicant submitted letters from utility and emergency service providers on their ability to serve the subdivision. Xenia Rural Water and Midland Power Cooperative both confirmed that they would be able to serve the subdivision. A six-inch water main is shown on the plat. Alliant Energy will enter into an extension agreement with the developer to extend the gas main from George Washington Carver along 170th. The Gilbert Fire Chief also provided a letter confirming their ability to serve the subdivision:

From the time we are toned out for a fire until someone reaches the station can be 2-5 minutes. Confirmed structure fires will be dispatched as a box alarm automatically paging mutual aid from Story City and Roland additional mutual aid can be called in from any number of surrounding departments. With this in mind, I would highly recommend all homeowners subscribe to, and have a monitored security system (such as ADT) installed & tied in with smoke detectors. Early, advanced alerting of a possible fire, especially in new construction, has a marked benefit of getting personnel & equipment moving before a fire can dig itself in without being noticed, or if no one is home. Most homeowners insurance providers offer discounts on the premium for having a monitored security service.

Medical emergencies will have similar response times, however some personnel do respond by personal vehicle. Our ambulance service is primarily out of Mary Greely Medical Center in Ames but we have occasionally had Story County Hospital in Nevada or Huxley Ambulance respond when Ames units are tied up.

I am aware other developments near this area have installed fire hydrants. If these are planned within this development, please be aware that we cannot pump directly from these into our fire engine to attack a fire - the negative pressure that would be subjected to the water main would be enough to collapse the main. What we can do is attach a hose to allow water to free-flow into a portable tank from which we would be



pumping water. The rate of flow from the rural water is questionable. Mutual aid water tenders would also be dumping into this portable tank.

Staff provided the Fire Chief with the hydrant locations proposed and he raised no further concerns.

As required by Chapter 88, all lots have been reviewed to determine that no flag or double frontage lots are proposed and that all lots meet minimum width and depth-to-width ratio requirements.

Chapter 88 also contains standards for street design and access requirements. The County Engineer reviewed a previous concept drawing of the plat and requested that the west access be moved to the east due to sight distance issues at the location. Permits will be required from the County Engineer for any work in the right-of-way, including the installation and improvement of the accesses. Other street standards have been met.

Chapter 88 also requires that subdivisions are planned so that the street arrangement would allow for access to adjoining properties if they were platted. A stub road is shown from Foxtail Court to the adjoining property to the east. A note is also on the plat that a potential roadway connection could be made on Outlot D between Lot 46 and Lot 56 and between Lots 38 and 42. The developer of Prairie Valley or homeowner association would be responsible for the costs of the road connection with any development to the east.

Standards for environmental resource preservation are also in Chapter 88. A stream easement dedicated to Story County Conservation is required for streams in areas being subdivided. There is a drainage way on the property and a portion of Squaw Creek. These will be deeded to Story County Conservation and are part of the rezoning request to the Greenbelt-Conservation District. If over 15% of natural vegetative cover is removed, mitigation requirements for significant trees would apply. A grove of Cottonwoods and a row of Mulberry, Ash, Cherry, and Locust trees along a fence line will be removed. However, none of the environmentally sensitive areas will be disturbed and no mitigation of trees is required.

Erosion control requirements apply—the applicant is required to have a National Pollutant Discharge Elimination System Permit with the Iowa Department of Natural Resources. A copy of the erosion control plan to be part of this permit was provided with the preliminary plat.

A stormwater management plan was also submitted. To meet the county's requirements, soil quality restoration is proposed on all development lots to provide infiltration to



manage a rainfall depth of 1.25-inches. For larger rain events, five dry detention basins are proposed so that the runoff rates from the site do not exceed the current rate from the 5-year storm event.

A complete traffic impact study was also required as all phases of the development are anticipated to generate 330 trips daily. Manual traffic counts were performed during morning and evening peaks at the intersection of 500th Avenue and 170th Street. Approximately 1.5% of traffic during peak hours was truck traffic. The 2015 average daily traffic counts from the Iowa Department of Transportation are 1,150 vehicles per day on 170th Street and 1,470 on 500th Avenue. Crash data from 2010 to 2020 was evaluated—there were 12 crashes, 11 of which involved animals. The Level of Service (LOS) of roadways in the subdivision, within a quarter mile, and at intersections within a quarter mile was determined to be an “A” level and no decrease to a lower LOS due to the development is anticipated. LOS describes operational conditions within a traffic stream, based upon service measures, such as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience. LOS A (highest level of service) represents completely free flow of traffic allowing traffic to maneuver unimpeded.

The study determined that a right turn lane will likely be warranted on 170th Street at 500th Avenue with the second phase of the development. Right-turn lanes are likely not warranted on 500th Avenue at 170th but are within one vehicle of being warranted and should be monitored after the full build-out of the subdivision. No turn lanes into the development were recommended. Per the traffic study ordinance, the Board of Supervisors is to review all recommended improvements as part of their review of the preliminary plat. The recommendation as to who should finance improvements comes from the County Engineer. The County may require the improvements to be provided by the applicant, at the recommendation of the County Engineer.

The County Engineer reviewed the traffic study and determined that a right turn lane should be constructed on 170th Street at 500th Avenue before phase two of the development. He recommends that the improvement is paid for/provided by the applicant as road funds are limited and the need for a turn lane prior to phase two would be a direct result of the development. The applicant noted that they believed a right turn lane will be warranted by 2029 without the development based on the existing traffic growth. The evening peak at the intersection is currently 49 cars making right turns onto 500th, based on the traffic study. A turn lane is warranted at a peak of 57 cars per the study. The development will add the eight cars to the peak, warranting the turn lane, by its second phase. The applicant does not believe they should be burdened with the full cost of the turn lane, given its contribution to traffic.



Staff followed up with the County Engineer after the Planning and Zoning Commission meeting to inquire about the potential cost of the turn lane and if the developer did not pay or the development did not occur and the improvement was later needed, the process for the County to make the improvement. The County Engineer provided the following information: "Turn lane cost can vary greatly but my best guess for this location would be around \$25,000. A turn lane is currently not warranted without the development. If it was warranted, yes we would probably program the improvement for the next time that the road was paved, which will be around 15-20 years from now."

Tax Increment Financing Request for Subdivision

The developer separately requested Tax Increment Financing (TIF) from Story County to help pay for infrastructure or other improvements to prepare the lots. Previously, staff and the Planning and Zoning Commission had recommended the Board of Supervisors and applicant could consider the financing of the right turn lane on 170th at 500th as part TIF request, and a condition requiring action on that request prior to the final plat. However, the at the May 5, 2020, Story County Board of Supervisors meeting, the Board discussed an amendment to the Story County Economic Development Processes and Policies to allow payment to private entities on select residential housing development, which would have been the first step in the TIF request process. A motion on this amendment died for lack of a second. As the motion died, this recommended condition is no longer applicable. Planning and Development staff proposed amending this condition at the May 6, 2020, Planning and Zoning Commission meeting, however because this proposed change was not posted 24 hours prior to the meeting, the Planning and Zoning Commission decided to leave the condition as it was originally written by Planning and Development staff.

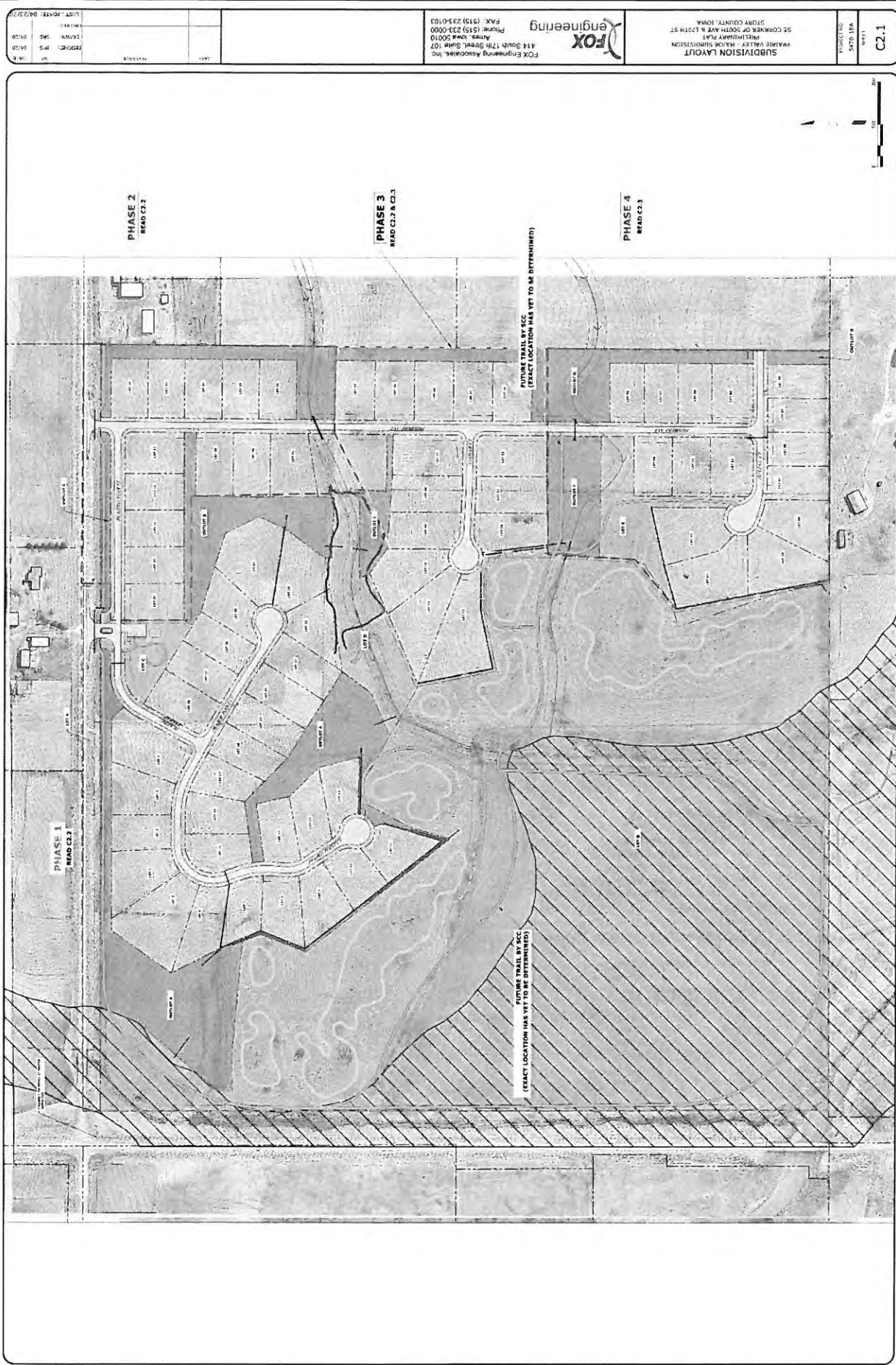


Figure 3: Prairie Valley Subdivision Layout Drawing.

Surrounding Land Use

Adjacent Land Use:

North – a 37.18-net acre parcel in agricultural row crop production; a 33.28-net acre parcel in agricultural row crop production; a 38.79-net acre parcel in agricultural row crop production; and a 6.88-net acre parcel containing a farmstead, a dwelling constructed in 1976, and approximately 3.5 acres in livestock production.

East – a 29.62-net acre parcel in agricultural row crop production; a 40-net acre parcel in agricultural row crop production; and a 9.17-net acre farmstead, a dwelling constructed in 1976, and approximately 4 acres in livestock production.

South – a 53.40-net acre parcel containing a dwelling constructed in 2006, approximately 12 acres in hay production, and pasture area; and a 45.64-net acre parcel containing a dwelling constructed in 2006, approximately 3.5 acres in hay production, and pasture area.

West – (located in Boone County) a 28.91 net-acre parcel that is an outlot in the Buck Hill Subdivision; a 36.47-net acre parcel with dwelling constructed in 2005, horse barn, pasture, and natural area; a 59.10-net acre parcel containing natural area and approximately 10 acres in agricultural row crop production; a 23.46-net acre parcel of natural area; and a 27.38 net-acre parcel in agricultural row crop production.

There is a total of five (5) single-family dwellings, located on parcels between 6.88-net acres and 53.40-net acres, adjacent to the subject property. There is an existing 14-lot subdivision (Eagle Ridge) located approximately one-quarter mile south of the subject property. This subdivision is located on the south side of the floodplain of Squaw Creek. There is another major subdivision, Buck Hill, located approximately one-quarter mile northwest of the subject property on the west side of 500th Avenue in Boone County. This subdivision contains 69 development lots.

C2C Plan Designation

The subject property is currently designated Agricultural Conservation Area (ACA) and Rural Residential Area (RRA) on the C2C Comprehensive Plan Future Land Use Map. Portions of the property are also designated as Natural Resource Areas (NRA). The request to amend the designation for the identified environmentally sensitive areas to the Agricultural Conservation Area if they were previously designated as Rural Residential Area. The areas would then be further designated as Natural Resource Area. Due to the generality of the Natural Resources Area designation, all environmentally sensitive areas are currently not designated as Natural Resources Area and some areas are not natural areas but designated as such. It is an item on the Planning and Development Department's work program to review the entire Natural Resource Area designation for Story County and propose amendments to improve to better reflect existing conditions.



Applicable C2C Plan Goals and Objectives

Based on public input during the creation of the Story County Cornerstone to Capstone (C2C) Comprehensive plan, Story County residents expressed the following weaknesses and threats, among others, which relate to the proposed request:

"Need to continue adding and connecting trails"

"Need to increase public park properties and infrastructure"

"Hard to strike a balance between growth and sustainability and protecting good farmland"

Applicable objectives from the C2C Comprehensive Plan include, but are not limited to:

Objective H1.1: Throughout Story County, plan for a range of housing that meets the needs of residents of various income, age, and health status.

Objective NRR3.1: Preserve and protect the existing native plants and animals, as well as re-establishing them where they historically occurred.

Objective NRR3.7: Restrict development within environmentally sensitive areas including floodplains, steep slopes, wooded areas, and wetlands.

Strategy for NRR Goal 3: Encourage development that limits impact on existing wooded areas and preserves and restores natural prairies and wetlands.

Overall goals for the C2C Plan include:

Agricultural Resources Goals

AR1: Protect agricultural practices in areas with prime soils and viable agricultural interests.

AR2: Minimize conflicts between agricultural and non-agricultural land uses.

AR3: Preserve farmland and the rural landscape as a viable foundation for a strong and growing agricultural economy

Housing Goals

H1: Plan for safe, attractive and affordable housing to meet existing needs and forecasted housing demands of all residents of the county.

H2: Plan for housing types and densities that reinforce the predominately rural character of the unincorporated areas of the county

H3: Housing is planned for, designed, and built in a way that responds to residents' needs and reflects their voices and experiences.

Agricultural Conservation Area principles include:



ACA Principle 1: Conserving agricultural land, as well as agricultural practices, is a fundamental principle in Story County. Areas are identified, conserved, and enhanced within the county for farming practices and agricultural production.

ACA Principle 2: Continue to work towards strategies that promote alternative agricultural methods that work in harmony with conventional operations. A variety of farm types is a good thing.

ACA Principle 3: Encourage high-value agricultural lands to remain as agricultural and discourage non-agricultural development of such lands. Direct future non-agricultural development toward the designated Urban Expansion, Rural Residential, Rural Village, and Commercial-Industrial Area designations on the Future Land Use Map.

ACA Principle 4: Design areas identified for development to limit conflicts between agricultural uses and rural residences and other types of land uses. Through development practices preserve and protect prime agricultural lands and the ability to engage in agricultural activities.

ACA Principle 5: Promote the continued health of agriculture through an ongoing planning process to identify partnerships and develop voluntary, incentive-based programs and strategies.

Principles associated with the Rural Residential Area (RRA) include:

RRA Principle 1: Ensure that new development is sensitive to the predominantly rural nature of the areas.

RRA Principle 2: Encourage clustering of residential sites to limit the short-term and long-term costs associated with infrastructure improvements and the distribution of public services.

RRA Principle 3: Review design and development standards to ensure that conflicts between proposed development and agricultural and natural resources are minimized. Design new residential development to maintain the open character of rural areas and to protect and maintain agricultural uses and sensitive environmental features.

RRA Principle 4: When development is adjacent to agricultural uses, provide adequate buffers to minimize conflicts.

RRA Principle 5: Locate proposed subdivisions on a case-by-case basis. Establish and use location guidelines in the review process for new rural subdivisions.

RRA Principle 6: Encourage proposed development to take access off existing paved roads unless it can be demonstrated that Minimum Levels of Service requirements may be met or development can mitigate impacts.

RRA Principle 7: Mitigate and manage stormwater run-off, soil erosion, and wastewater discharge according to IDNR and Story County standards.



The Future Land Use Map also designates portions of this property as Natural Resource Area (NRA). Principles of this designation include:

NRA Principle 1: Generally discourage development within these areas. In unique circumstances where appropriate development types may enhance the area, recognize and encourage such approaches.

NRA Principle 2: Mitigate impacts of proposed development contiguous to areas identified as Natural Resource Area.

NRA Principle 3: Consider areas identified as Natural Resource Area for inclusion in the Greenbelt-Conservation District of the Land Development Regulations and/or take necessary steps to ensure resource conservation through other mechanisms.

NRA Principle 4: Develop site planning and performance standards to apply to properties designated as Natural Resource Area not included in the Greenbelt-Conservation District and in which limited development may occur.

Official Zoning Map

The subject property is currently zoned A-1 Agricultural District and R-1 Transitional Residential. The Statement of Intent for the A-1 Agricultural District is as follows:

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

The Statement of Intent for the R-1 Transitional District is as follows:

The R-1 Transitional Residential District is designed to provide a district for single-family detached dwellings between a rural and urban density. Subdivisions created within the R-1 district may also include community facilities and open space uses, with special provisions to protect the residential character of the District. This District is not intended to permit isolated rural dwellings incompatible with surrounding land uses and not in conformance with the Cornerstone to Capstone (C2C) Comprehensive Plan.



The applicant is requesting an official zoning map amendment from the A-1 Agricultural District and R-1 Transitional Residential District to the Greenbelt-Conservation District. The Statement of Intent for the Greenbelt-Conservation District reads:

The Greenbelt-Conservation District is intended to provide special regulations for resource conservation of lands containing sensitive environmental conditions. These regulations permit reasonable economic use of property and at the same time protect the natural resources and recreational assets of the area. This District is designated to promote water quality and conservation, to protect aquifers, alluvial soils and slopes; and to protect areas which possess outstanding scenic, vegetation, wildlife habitat, and travel corridors, geological, historic or recreational values. Structures inconsistent with the permitted uses shall not be allowed in the Greenbelt-Conservation District.

Analysis

Rezoning Standards of Approval—*the requested amendment to the Official Zoning Map of Story County is to the GB-C Greenbelt-Conservation District for portions of the subject property determined to be environmentally sensitive and floodplain.*

According to Section 92.06(2) of the *Story County, Iowa Code of Ordinances*, applicable standards for approval include the following. Staff's analysis is included below. The applicant has provided a narrative for the request that is available on the agenda center.

- A. The proposed rezoning shall conform to the Story County Cornerstone to Capstone (C2C) Comprehensive Plan.

Staff Comment: *The applicant had a field review completed to identify environmentally sensitive areas on the subject property and has requested a C2C Future Land Use Map Amendment to the Natural Resource Area for the environmentally sensitive areas. The amendment request also includes the floodplain on the property, which was not previously designated as Natural Resource Area. The C2C Amendment to the Natural Resource Areas for these portions of the property was required as a condition of the rezoning of the subject property to R-1 Transitional Residential. The C2C Plan Zoning Compatibility Matrix indicates that Natural Resource Areas are compatible with the Greenbelt-Conservation District and Residential Conservation Design Overlay District. A C2C Plan Future Land Use Map Amendment to the Natural Resource Area for the environmentally sensitive areas and floodplain is also requested. Natural Resource Area Principle 3 is to "consider areas identified as Natural Resource Area for inclusion in the Greenbelt-Conservation District of the Land Development Regulations and/or take necessary steps to ensure*



resource conservation through other mechanisms." The rezoning request specifically follows this principle.

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

Staff Comment: *The proposed use of the environmentally sensitive areas of the subject property as a county park, owned and managed by Story County Conservation, aligns with the Statement of Intent of the GB-C Greenbelt Conservation District, which reads:*

The Greenbelt-Conservation District is intended to provide special regulations for resource conservation of lands containing sensitive environmental conditions. These regulations permit reasonable economic use of property and at the same time protect the natural resources and recreational assets of the area. This District is designated to promote water quality and conservation, to protect aquifers, alluvial soils and slopes; and to protect areas which possess outstanding scenic, vegetation, wildlife habitat, and travel corridors, geological, historic or recreational values. Structures inconsistent with the permitted uses shall not be allowed in the Greenbelt-Conservation District.

In addition to the ownership and management by Story County Conservation, the Greenbelt-Conservation District zoning will provide the highest level of protection to the environmentally sensitive areas on the subject property. Permitted uses include:

- A. Agriculture, but not including clear cutting of naturally occurring tree cover.*
- B. Truck gardening, nurseries, orchards, apiaries, tree farms, and other similar uses, provided that retail sales are of a seasonal nature only and that parking is adequate to keep all public rights-of-way clear.*
- C. Livestock grazing, but not including feedlots and poultry farms.*
- D. Sustained yield forestry.*
- E. Wildlife preserves.*
- F. Soil and water conservation.*
- G. Drainage and water retention, water measurement, and water control facilities.*
- H. Recreational uses such as canoeing access, boat launching ramps, swimming areas, primitive camping, hiking, horseback riding trails and similar open space uses.*
- I. Parking in conjunction with permitted uses.*
- J. Cultural/historic restoration.*



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

Staff Comment: *The existing character of the area surrounding the subject property is primarily agricultural parcels and large lot residential. A 70-lot residential subdivision is proposed as part of the request.*

A park and protected natural area are unique for the area but does not make the use incompatible. County parks are mainly located in the unincorporated areas of Story County where important resources exist. This is also true of the Greenbelt-Conservation Zoning District. The majority of the properties zoned Greenbelt-Conservation are located around the Skunk River north of Ames, including McFarland Park. By area, it is the second most common zoning district in unincorporated Story County, after A-1 Agricultural.

The subject property is located in the Squaw Creek watershed and is uniquely positioned at the point where Squaw Creek enters Story County. Squaw Creek flows through the southwestern corner of the property, and the Greenbelt-Conservation District would incorporate this area and Squaw Creek's floodplain on the property. The subject property also contains three drainage districts in the Squaw Creek Watershed. The rezoning would be the first to Greenbelt-Conservation along Squaw Creek.

Preserved natural areas provide important ecosystem services to the rural landscape and residential areas—from water quality benefits to providing residents with a recreational opportunity. The proposed Greenbelt Conservation District would include the floodplain on the property providing protection to downstream areas from increased flooding.

The proposed rezoning also ensures that surrounding land uses and development patterns are compatible with the environmentally sensitive areas on the site. The environmentally sensitive area was previously pasture for livestock. The proposed adjacent housing development included a condition that the environmentally sensitive areas were identified, rezoned to Greenbelt-Conservation, and managed to ensure the development did not have adverse impacts on the resources.

- D. The proposed rezoning shall protect environmental resources. Rezoning of parcels containing more than fifty (50) percent of the gross acreage as lands identified with areas designated Natural Resource Areas on the Story County Development Plan (C2C) shall not be approved unless such requested action results in a district designation



more restrictive than the current designation, the R-C Residential Conservation Design (Overlay) District is applied to the property, or conditions protecting the identified areas are attached to the rezoning request. (Ordinance No. 184)

Staff Comment: *The proposed rezoning is to a more restrictive district, the Greenbelt-Conservation District, to specifically protect environmental resources.*

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

Staff Comment: *Only the southwest quarter quarter of the subject property is zoned A-1 Agricultural. The LESA score of quarter quarter is 266.*

C2C Future Land Use Map Amendment Standards

According to Section 92.08(1) of the *Story County, Iowa Code of Ordinances*, applicable standards for approval include:

- a. The extent to which the change would be consistent with the comprehensive plan goals and policies.

Staff Comment: *The amendment of the Future Land Use Map Designation is consistent with Land Use Goal 2: "Preserve, protect, and plan around the physical characteristics of the land, including floodplains, steep slopes, wetlands, rich soils, and rare geologic or environmental characteristics." The proposed amendment designates the environmentally sensitive areas (including floodplain area) as Natural Resource Area and Agricultural Conservation Area to prevent development of the existing natural areas on the Subject Property. These areas are currently not designated as Natural Resources Area or are designated Rural Residential Areas.*

The amendment would also further the following principles and objectives as currently, the sensitive areas identified by the on-site study and floodplain are not all designated as Natural Resource Areas in the C2C Plan. The Natural Resource Area designation provides protections for the areas under the Story County Land Development Regulations including mitigation if the resources were disturbed.



NRA Principle 1: Generally discourage development within these areas. In unique circumstances where appropriate development types may enhance the area, recognize and encourage such approaches.

NRA Principle 2: Mitigate impacts of proposed development contiguous to areas identified as Natural Resource Area.

Objective H1.1: Throughout Story County, plan for a range of housing that meets the needs of residents of various income, age, and health status.

Objective NRR3.1: Preserve and protect the existing native plants and animals, as well as re-establishing them where they historically occurred.

Objective NRR3.7: Restrict development within environmentally sensitive areas including floodplains, steep slopes, wooded areas, and wetlands.

The amendment also follows the strategy for NRR Goal 3 to “encourage development that limits impact on existing wooded areas and preserves and restores natural prairies and wetlands” and RRA Principle 3 to “review design and development standards to ensure that conflicts between proposed development and agricultural and natural resources are minimized. Design new residential development to maintain the open character of rural areas and to protect and maintain agricultural uses and sensitive environmental features.” The study to determine the natural resources on the site informed the development of Prairie Valley to preserve the natural features.

- b. Evidence demonstrating the reason(s) why the plan should be changed, including but not limited to whether new information has become available since the comprehensive plan was adopted that supports reexamination of the plan, or that existing or proposed development offer new opportunities or constraints that were not previously considered.

Staff Comment: *Dr. Thomas Rosburg, a professor of Ecology and Botany at Drake University, completed a field review to locate remnant prairie and other landscape features. The most significant and environmentally sensitive features were the native prairie remnants. The remnant prairies are mainly located on steeply sloped areas of the south half of the northwest quarter quarter and on the western half of the southeast quarter quarter. The prairie remnants are not all designated as Natural Resource Area in the C2C Plan or are designated as Rural Residential and Natural Resource Areas.*

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



Staff Comment: *The proposed amendment to Agricultural Conservation Area and Natural Resource Area will prevent development of environmentally sensitive areas.*

- d. The relationship of the proposed amendment to the supply and demand for the particular land uses within the county and immediate vicinity of the site.

Staff Comment: *The subject property is uniquely situated. Previously grazed, it contains remnant prairie. From the C2C Plan Natural Resource Chapter "In 1873, as much as 332,505 acres of prairie existed, which encompasses over 90% of the Story County's land. Today, the majority of the land that was historically prairie has been converted into cropland." Portions of the prairie are high quality. From Dr. Rosburg's report on the remnants located on the subject property:*

The presence of hairy grama is quite significant. It's a prairie species that characterizes the short-grass prairie which is located in the western Great Plains. In order to occupy plant communities in the tallgrass prairie region of Iowa, it requires specialized microenvironments that provide similar growing conditions as in the short-grass prairie – a habitat that is very dry and low in fertility. Hairy grama is known from 35 counties in Iowa (about a third), but it is always limited in its abundance and frequency.

The property is also located in the Squaw Creek watershed and is uniquely positioned at the point where Squaw Creek enters Story County. Squaw Creek flows through the southwestern corner of the property and would incorporate Squaw Creek's floodplain into the Natural Resource Area Designation. The subject property also contains three drainage districts in the Squaw Creek Watershed.

Preserved natural areas provide important ecosystem services to the surrounding area—from water quality benefits to providing residents with a recreational opportunity. The proposed Natural Resource Area designation would include the floodplain on the property providing protection to downstream areas from increased flooding.

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

Staff Comment: *Beyond the ecosystem benefits provided as discussed above, the amendment will designate a future county park as Natural Resource Area. The applicant will deed the lot with the environmentally sensitive areas to Story County Conservation as part of the first phase of the subdivision.*



- f. The possible impacts of the amendment on all specific elements of the comprehensive plan as may be applicable, including but not limited to:
1. Goals. Objectives and strategies as related to the following from C2C Plan; Agricultural Resources, Community Facilities and Services, Communications and Public Safety, Emergency Preparedness, Cultural Resources, Infrastructure and Utilities, and Intergovernmental Coordination. **Staff Comment:** *See analysis for the extent to which the change would be consistent with the comprehensive plan goals and policies in section a.*
 2. Conservation of Natural Resources and Recreation. **Staff Comment:** *The amendment will further the Natural Resource and Recreation Goals through the designation and preservation of the environmentally sensitive areas and floodplain and by providing an opportunity for future expansion of recreational features in Story County. See analysis for the extent to which the change would be consistent with the comprehensive plan goals and policies in section a.*
 3. Land Use. **Staff Comment:** *See analysis for the extent to which the change would be consistent with the comprehensive plan goals and policies in section a.*
 4. Economic Prosperity. **Staff Comment:** *No impact anticipated. EP Goal 3 includes "a balanced approach to environmental sustainability advocates a balance between the utilization of area resources and economic growth. Economic growth should not exceed the ability of the natural or built environment to sustain growth over the long term." Identifying and designating natural resources informed the design of the Prairie Valley subdivision to preserve the resources on the site.*
 5. Transportation. **Staff Comment:** *Part of the area designated as Natural Resource Area will include a 20' wide easement along the west edge of the subject property for potential future development of a hard-surfaced trail to connect with the City of Gilbert in accordance with the C2C Comprehensive Plan includes Map 29: Proposed Trails and Greenways Map. Walking trail development inside the site is also proposed as part of the county park. A traffic study was completed and determined that a right turn lane will likely be warranted on 170th Street at 500th Avenue after the second phase of the development. The Board of Supervisors is to consider how to pay for the improvement or require the developer to pay per the ordinance. The County Engineer recommends the applicant pay for the turn lane.*
- g. Consideration of the fiscal impact of the proposed amendment to Story County.
- Staff Comment:** *None anticipated beyond the costs of maintaining a county park. The applicant will deed the lot with the environmentally sensitive areas to Story County Conservation as part of the first phase of the subdivision. While related to*



the subdivision request and not the C2C Plan Amendment, a traffic study was completed and determined that a right turn lane will likely be warranted on 170th Street at 500th Avenue after the second phase of the development. The Board of Supervisors is to consider how to pay for the improvement or require the developer to pay per the ordinance. The County Engineer recommends the applicant pay for the turn lane.

Major Subdivision Preliminary Plat Requirements

Section 87.09 of the Story County Land Development Regulations contains items to be shown on the plat. The design of the subdivision to meet these standards, as well as those imposed by the conditional rezoning, was discussed in the background and proposed use section of this report. Staff has reviewed the subdivision for conformance with these requirements and standards and found are met. The Planning and Zoning Commission voted unanimously to recommend approval of the request with conditions to the Board of Supervisors.

Comments

The following comments are part of the official record of the proposed **Story County Zoning Map Amendment, Case No. REZ01-20 and SUB06-20**. If necessary, conditions of approval may be formulated based on these comments.

Comments from the Conceptual and Interagency Review Team

A conceptual Review meeting was held for the proposed rezoning and subdivision on October 11, 2018. The submittal was initially made on March 16, 2020; however, it was not complete. Restrictive Covenants and the Management/Ownership agreement were submitted past the deadline extension on March 18. The submittal was routed to the Interagency Review Team on April 6, 2020, for the item to be on the May 6 Planning and Zoning Commission Agenda. The following comments from the review have not already been addressed in this report or require further changes to the submittal. All responses are from the applicant unless noted.

Planning and Development Comments

COMMENT: During a site review on March 11, 2020, it was noted that there was a construction debris pile located on Lot 53. A clean-up plan is required and has been requested. Staff also noted damage to a drainage district intake and notified the County Engineer.



COMMENT: What is the primary path to access the park and trails from the proposed parking lot? Is it the trail along 170th Street? Is wayfinding or directional signage proposed? Would an alternative path along one of the subdivision roads be proposed?

RESPONSE: The Development has provided a trailhead at the entrance to the subdivision. Users will be allowed to park at the trailhead and access the future trail along 170th ST. Any wayfinding and/or directional signage shall be provided by Story County. When Story County designs the trail system, they should consider providing a trail from 170th Street to the trailhead. The trails shown on the plat are for reference only. The location and design of the trails will be by Story County.

COMMENT: A zoning permit will be required for all fences.

RESPONSE: Acknowledged.

COMMENT: Do we have a plan for amending the protection subdrain plan if the lateral location changes?

RESPONSE: I am fine with working with the County if changes to the lateral field locations are made in the future.

Staff requested this note be added to the protective subdrain plan as part of the preliminary plat and the Planning and Zoning Commission recommended it as a condition.

Environmental Health

COMMENT: Page C2.2 and C2.3 septic placement: Lot 7 lateral field is unclear. For steep lots, keep in mind that the steeper the ground, the further apart the laterals need to be, so they will take up a bigger footprint (2' of separation distance added for every 5% increase in slope from level). What document will clearly state the septic easements when the laterals are placed on outlots (one document for the subdivision or individual easements)?

RESPONSE:

- Lot 7 lateral field will be placed off lot in a separate easement (70'x120') within Outlot A.
- Steep Slope Lots: Acknowledged that 2-ft of separation distance is added for every 5% increase in slope from level.
- Lateral Field Easements: The final plat will show the Lateral Field Easements within the Outlots.

COMMENT: I do not think the homeowners should be restricted to native vegetation on their lots as required in item c. "All shrubs and trees on Lots and Outlots shall be native species."

RESPONSE FROM PLANNING AND DEVELOPMENT STAFF TO APPLICANT: I spoke with Mike this morning and the language that was struck on invasives was a Conservation Board



requirement. I believe Mike has communicated this with Margaret. If you could please add it back in for the Conservation Board's consideration, that would be great.

Assessor

This Subdivision will be assessed under the Iowa Platting Law. Undeveloped lots will be assessed at a minimal agricultural value for five years or until built upon. After five years, all undeveloped lots will be assessed at residential market value.

Comments from the General Public

Notice letters were sent to property owners within ¼ mile of the proposed rezoning on April 28, 2020, regarding the Planning and Zoning Commission Meeting on May 6 and the Board of Supervisors Meeting on May 19. A development proposed sign was placed on the property on April 28. The rezoning request was published in the newspaper on April 30.

Planning staff received one general inquiry phone call and one general inquiry email from a realtor.

Planning staff has also been in communication with an adjacent landowner who inquired about the calculation of the LESA scores used in the 2018 rezoning. Prior to the Planning and Zoning Commission meeting, the landowner also expressed these concerns to a Commission member. The LESA scores of the parcels in the 2018 rezoning are not a standard to consider as part of the current request.

The landowner also provided a comment for the Commission's consideration via email, which staff forwarded to the Commission prior to their meeting. The comment asked why staff was supporting a subdivision of 70 lots when previously as part of the 2018 rezoning they had recommend 56 lots. Staff explained that the Board of Supervisors ultimately amended this recommend condition on the rezoning allowing 70 lots.

An adjacent landowner to the north also provided a verbal comment prior to the Story County Board of Supervisor's first consideration of the request regarding the location of the western access to the subdivision. There is an existing farm access and with a prior submittal, the western access was proposed to be located in the same location. The County Engineer requested the access be moved further to the east to provide adequate sight distance and ensure the safety of the access. The new location is directly across from the property owner to the north's access. The property owner also expressed their opposition to the development.

Comments from Cities within Two Miles



The City of Gilbert will review the request at their May 18, 2020, City Council meeting. The item was on the council's agenda for the May 4, 2020, meeting. The Council choose to table the request until the Board of Supervisors acted on the TIF request.

Points to Consider

The following are points to consider in evaluating the applicant's request to amend the Official Zoning Map, amend the C2C Comprehensive Plan Future Land Use Map Designation, and for a Major Subdivision Preliminary Plat.

1. In 2018, the Board of Supervisors approved the rezoning of the property to R-1 Residential and C2C Plan amendment with conditions. The design of the subdivision meets the conservation design principles prescribed as a condition on the rezoning.
 - a. A field review to locate remnant prairie and other landscape features was completed. The most significant and environmentally sensitive features were the native prairie remnants.
 - b. The developer will deed the environmentally sensitive and floodplain area to Story County Conservation as part of the first phase of the development. In total, approximately 80 acres will be deed to the county for a county park.
 - c. The measures originally proposed as part of a management agreement with Story County Conservation have been addressed through the preliminary plat, proposed covenants, and an ownership/management agreement. The measures include prohibitions on fertilizers containing phosphorous, invasive species; the Story County Conservation Board will review seed mixes; water quality testing will be performed; and a minimum 35-foot buffer between the remnant prairie and development lots is provided. The Conservation Board approved these provisions at their May 11, 2020 meeting.
 - d. A 20-foot wide easement for a future hard-surfaced trail on the north and west sides is shown on the plat. Walking trail development inside the site is also proposed as part of the county park.
 - e. A protective subdrain to divert runoff from the septic laterals away from the prairie remnants is proposed for lots with lateral fields that slope towards the prairie remnants.
2. The applicant submitted letters from utility and emergency service providers confirming their ability to serve the subdivision
3. Chapter 88 General Site Planning Standards and Chapter 87.09 requirements for Major Subdivision Preliminary Plats are met.
4. To meet the county's stormwater management requirements, soil quality restoration is proposed on all development lots to provide infiltration to manage a rainfall depth of



- 1.25-inches. For larger rain events, five dry detention basins are proposed so that the runoff rates from the site do not exceed the current rate from the 5-year storm event.
5. A traffic study was completed and determined that a right turn lane will likely be warranted on 170th Street at 500th Avenue after the second phase of the development. The Board of Supervisors is to consider how to pay for the improvement or require the developer to pay per the ordinance. The County Engineer recommends the applicant pay for the turn lane. A turn lane on 500th at 170th Street may also be within one car of being needed after the full build-out of the subdivision.
 6. The developer is separately requesting Tax Increment Financing (TIF) from Story County to help pay for infrastructure or other improvements to prepare the lots.
 7. The conditional rezoning required the environmentally sensitive areas and floodplain to be rezoned to the Greenbelt-Conservation District and their C2C Future Land Use Map amended to Agricultural Conservation and Natural Area. The prairie remnants are not all designated as Natural Resource Area in the C2C Plan or are designated as Rural Residential and Natural Resource Areas.
 8. The C2C Plan Natural Resource Area Principle 3 is to “consider areas identified as Natural Resource Area for inclusion in the Greenbelt-Conservation District of the Land Development Regulations and/or take necessary steps to ensure resource conservation through other mechanisms.” The rezoning request specifically follows this principle.

Planning and Zoning Commission Meeting and Recommendation

The Story County Planning and Zoning Commission meeting discussed several aspects of the request at their May 6, 2020 meeting. Commissioner Mens expressed concerns about the proximity of the development lots to the livestock to the north and east. Staff noted that a 50-foot buffer is required as a condition of the rezoning and provided from the property to the east. For the lots closest to 170th Street and the agricultural operations to the north, a fence is proposed on the rear property lines of Lots 1-5, which are adjacent to a Homeowner’s Association-owned outlot. No fencing is proposed for the front yards of Lots 29-33, which have frontage on Blazing Star Street as it runs parallel to and south of 170th street, or the side yard of Lot 34 located to the south of 170th with frontage on Primrose Avenue.

Discussion regarding the County Engineer’s recommendation for the applicant to pay for the turn lane also occurred. Commission Chair Smith stated that he felt the discussion as to who pays for the turn lane improvement should be left to the County Board of Supervisors. Commissioner Moore asked for the current count of cars at 170th turning right onto 500th, the amount added by the development, and the number that warranted the turn lane. Staff



stated that the evening peak (4:45 pm to 5:45 pm) at the intersection is currently 49 cars making right turns onto 500th, based on the traffic study. A turn lane is warranted at a peak of 57 cars per the study. The development will add the eight cars to the peak, warranting the turn lane, by its second phase. Moore asked for the cost of the turn lane. John Gade, the applicant's engineer estimated it would cost \$75,000. Moore expressed his opposition to the turn lane improvement in general, no matter who pays, if it was only warranted by traffic levels at the peak hour of the day.

Commissioner Moss asked for when the traffic study and counts for the study occurred. Gade stated March. Moss questioned if the count was high for the area and not a normal count.

Commissioner McBride asked for information on the model used for the warrant. Staff noted that a warrant means that it would be recommended based on the criteria, but not required. Gade noted that the *Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition*, as the basis for the projection of trips generated, used by professional traffic engineers, which is an industry standard.

No members of the public provided additional comments during the public hearing.

Ultimately, the Commission supported (7-0) the proposed rezoning from the A-1 Agricultural District and R-1 Transitional Residential District to the GB-C Greenbelt-Conservation District for portions of the subject property determined to be environmentally sensitive, amending the C2C Future Land Use Map Designation from the Rural Residential Area to the Agricultural Conservation Area and from the Rural Residential Area and the Agricultural Conservation Area to the Natural Resource Area for these areas, and the requested major subdivision preliminary plat for the Prairie Valley Subdivision for the Northwest Quarter of Section 7 of Franklin Township with the following conditions on the subdivision plat:

1. The County Conservation Board shall approve the covenants, easement, and management/ownership agreement prior to the Board of Supervisor's approval of the preliminary plat.
2. Construction and demolition debris located in the vicinity of Lot 53 shall be removed by June 6, 2020.
3. A protective subdrain to protect the prairie remnants west of Lot 52 shall be added to the preliminary plat prior to recording.
4. A note that the protective subdrain plan may change per the site evaluation conducted by a certified engineer or soils professional for septic systems and location of the lateral



- fields shall be added to the preliminary plat prior to recording. The final protective subdrain plan shall be reviewed as part of the final plat.
5. The Board of Supervisors and applicant shall determine a method to pay for the right turn lane on 170th at 500th as part of the preliminary plat consideration unless it is to be considered as part of the separate TIF request. If it is to be considered as part of the TIF request, the financing must be determined prior to submittal of the final plat.
 6. The applicant shall consider how to encourage homeowners subscribe to and have a monitored security system (such as ADT) installed & tied in with smoke detectors following the Fire Chief's recommendation.
 7. The need for a right turn lane on 500th Avenue at 170th Street shall be monitored after full build-out of the development. The Board of Supervisors may take action as part of the final plat for the last phase of the development to determine who should pay for this turn lane if needed.
 8. The developer of Prairie Valley or the homeowner association would be responsible for the costs of a roadway connection on Outlot D between Lot 46 and Lot 56, between Lots 38 and 42, or any additional costs of connecting the Foxtail Court stub road with a development to the east.

Given the action taken by the Story County Conservation Board at their May 11, 2020, meeting (after the Planning and Zoning Commission meeting), staff is recommending the Board of Supervisor's remove condition one. In addition, given the Story County Supervisors' action on the TIF request on May 5, 2020 (the day prior to the Planning and Zoning Commission meeting), the Commission chose not to amend condition five but recommended it as originally written by staff. Planning and Development staff proposed amending this condition at the meeting, however because this proposed change was not posted 24 hours prior to the meeting, the Planning and Zoning Commission decided to leave the condition as it was originally written by Planning and Development staff. Staff has provided an amended condition five for the Story County Supervisor's consideration that accounts for the Board's action on the TIF request. The recommended conditions from the Planning and Zoning Commission as amended by staff are as follow:

1. ~~The County Conservation Board shall approve the covenants, easement, and management/ownership agreement prior to the Board of Supervisor's approval of the preliminary plat.~~
2. The Board of Supervisors and applicant shall determine a method to pay for the right turn lane on 170th at 500th as part of the preliminary plat consideration. ~~unless it is to be considered as part of the separate TIF request. If it is to be considered as part of the TIF request, the financing must be determined prior to submittal of the final plat.~~

Alternatives



The Story County Board of Supervisors may consider the following alternatives for the rezoning and C2C Plan Amendment request:

1. **The Story County Board of Supervisors approves the proposed Story County Zoning Map Amendment from A-1 Agricultural District and R-1 Transitional Residential District to the GB-C Greenbelt-Conservation District and C2C Future Land Use Map Designation from the Rural Residential Area to the Agricultural Conservation Area and from the Rural Residential Area and the Agricultural Conservation Area to the Natural Resource Area as put forth in case REZ01-20 on first consideration and sets the second consideration for Tuesday, May 26, 2020.**
2. The Story County Board of Supervisors approves the proposed Story County Zoning Map Amendment from A-1 Agricultural District and R-1 Transitional Residential District to the GB-C Greenbelt-Conservation District and C2C Future Land Use Map Designation from the Rural Residential Area to the Agricultural Conservation Area and from the Rural Residential Area and the Agricultural Conservation Area to the Natural Resource Area as put forth in case REZ01-20 with conditions on first consideration and sets the second consideration for Tuesday, May 26, 2020.
3. The Story County Board of Supervisors denies the proposed Story County Zoning Map Amendment from A-1 Agricultural District and R-1 Transitional Residential District to the GB-C Greenbelt-Conservation District and C2C Future Land Use Map Designation from the Rural Residential Area to the Agricultural Conservation Area and from the Rural Residential Area and the Agricultural Conservation Area to the Natural Resource Area as put forth in case REZ01-20 on first consideration and sets the second consideration for Tuesday, May 26, 2020.
4. The Story County Board of Supervisors remands the Story County Zoning Map Amendment from A-1 Agricultural District and R-1 Transitional Residential District to the GB-C Greenbelt-Conservation District and C2C Future Land Use Map Designation from the Rural Residential Area to the Agricultural Conservation Area and from the Rural Residential Area and the Agricultural Conservation Area to the Natural Resource Area as put forth in case REZ01-20 back to the applicant and/or staff for additional information, and directs staff to set first consideration for Tuesday, May 26, 2020.

The Story County Board of Supervisors may consider the following alternatives for the Prairie Valley Major Subdivision Preliminary Plat request:

1. The Story County Board of Supervisors approves the proposed Major Subdivision Preliminary Plat as put forth in case SUB 06-20.



2. The Story County Board of Supervisors approves the proposed Major Subdivision Preliminary Plat as put forth in case SUB 06-20 with conditions as recommended by the Story County Planning and Zoning Commission.
3. **The Story County Board of Supervisors approves the proposed Major Subdivision Preliminary Plat as put forth in case SUB 06-20 with conditions as recommended by the Story County Planning and Zoning Commission and amended by staff.**
4. The Story County Board of Supervisors denies the proposed Major Subdivision Preliminary Plat as put forth in case SUB 06-20.
5. The Story County Story County Board of Supervisors remands the proposed Major Subdivision Preliminary Plat as put forth in case SUB 06-20 back to the applicant and/or staff for additional information and directs staff to place the item on the May 26, 2020, Story County Board of Supervisors Agenda.



TEXT, ZONING, AND C2C PLAN AMENDMENTS

1. Property Owner*

(Last Name) Quarry Estates
 (First Name) _____
 (Address) 100 S 6th Street
 (City) Ames (State) IA (Zip) 50010
 (Phone) 515.232.6175 (Email) ktfriedrich@friedrich-realty.com

2. Applicant (if different than owner)

(Last Name) Friedrich
 (First Name) Kurt
 (Address) 100 6th Street
 (City) Ames (State) IA (Zip) 50010
 (Phone) 515.232.6176 (Email) ktfriedrich@friedrich-realty.com

3. Property Address N/A

Parcel ID Number(s) 05-07-100, 05-07-100-200, 05-07-100-305, 05-07-100-400

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 [Signature] Date 3-6-20
 Applicant Signature [Signature] Date 3-6-20

☐ **Code of Ordinances (Text)**

Amended Section(s): _____

Submittal Requirements:

- ☐ Attend conceptual review meeting**
- ☐ Filing Fee (required prior to processing): \$325
- ☐ Proposed text language showing red-lines & strikeouts of the proposed changes
- ☐ Written narrative explaining justification for proposed amendment and conformance to the standards for approval outlined in Section 92.07 of the Story County Code of Ordinances

☒ **Official Zoning Map (Rezoning)*****

Current District: A-1 - Agricultural & R-1 Transition
 Proposed District: GBC - Greenbelt Conservation

Submittal Requirements:

- ☐ Attend conceptual review meeting**
- ☐ Filing Fee (required prior to processing): \$350
- ☐ Legal description of area to be amended (submit as Word document)
- ☐ Written narrative explaining justification for proposed amendment and response to the standards for approval outlined in Section 92.06(2) of the Story County Code of Ordinances
- ☐ All submittal requirements as outlined in Section 92.06(3) of the Story County Code of Ordinances

☒ **Cornerstone to Capstone Plan*****

Current Designation: Rural Residential Area
 Proposed Designation: Natural Resource & Rural Residential

Submittal Requirements:

- ☐ Attend conceptual review meeting**
- ☐ Filing Fee (required prior to processing): \$350
- ☐ Legal description of area to be amended (submit as Word document)
- ☐ Written narrative explaining existing and proposed plan designations, as well as justification for amendment

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

Receipt No. _____
 Receipt Amount _____

PRAIRIE VALLEY SUBDIVISION REZONE

Date: 4.22.2020

The Prairie Valley rezoning petition from A-1 Agricultural & R-1 Transition to GBC Greenbelt Conservation is required to satisfy the following standards for approval per Chapter 92.06(2)(A-E):

A. The proposed rezoning shall conform to the Cornerstone to Capstone (C2C) Comprehensive Plan:

- The petition to rezone the property from A-1 Agricultural & R-1 Transition to GBC Greenbelt Conservation is consistent with the C2C Comprehensive Plan (subject to the approval of the Prairie Valley Land Use revision). Environmental sensitive areas were studied, identified, and mapped on the property. These sensitive areas are included in the GBC rezoning legal description.
- The Developer of the Prairie Valley residential subdivision intends to dedicate the GBC District area to Story County as part of the subdivision final plat procedures. Story County Conservation intends to utilize the GBC property for soil conservation, water conservation, drainage district improvements and recreational uses such as walking trails. These proposed uses are consistent with the principal permitted uses allowed in the GBC District.

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

- The following is the GBC District Statement of Intent. The Greenbelt-Conservation District is intended to provide special regulations for resource conservation of lands containing sensitive environmental conditions. These regulations permit reasonable economic use of property and at the same time protect the natural resources and recreational assets of the area. This District is designated to promote water quality and conservation, to protect aquifers, alluvial soils and slopes, and to protect areas which possess outstanding scenic, vegetation, wildlife habitat, and travel corridors, geological, historic or recreational values. Structures inconsistent with the permitted uses shall not be allowed in the Greenbelt-Conservation District.
- The proposed GBC rezoning district identifies the environmental sensitive areas. Story County Conservation will provide special regulations/conservation measures to protect/enhance these environmental sensitive areas/natural resources of the property and allow users to enjoy the recreational assets of the property. The R-1 Transition area that abuts the GBC District will have to meet several conditions in order to buffer and protect this GBC District such as fencing, placement of septic systems, restrictive plantings (grass/shrubs/trees) and surface drainage measures.

- C. The proposed rezoning shall be compatible with surrounding land uses and development patterns.**
- The adjacent properties within 1,000-ft are zoned Agricultural Districts in both Story County and Boone County. Agricultural is a permitted principal use in the GBC District therefore agricultural zoning is a compatible land use.
 - The R-1 Transition District in the Prairie Valley Subdivision abuts the proposed GBC District. The GBC District is compatible to this land use due to the development conditions required on the R-1 Transition District to development and protect/enhance this GBC District. Development of residential properties adjacent to the GBC District protects the natural resources and allows residents to enjoy the conservation area.
- D. The proposed rezoning shall protect environmental resources. Rezoning of parcels containing more than 50 percent of the gross acreage as lands identified with areas designated natural resource areas on the Cornerstone to Capstone (C2C) Comprehensive Plan shall not be approved unless such requested action results in a district designation more restrictive than the current designation, the R-C Residential Conservation Design (Overlay) District is applied to the property, or conditions protecting the identified areas are attached to the rezoning request.**
- The petition of rezoning protects the environmental resources/sensitive areas. 100% of the gross acreage is proposed to be rezoned to GBC which is more restrictive than the current A-1 and R-1 Transition zoning.
- E. In areas where the petition to rezone requests a change from A-1 District or A-2 District to another district, lands scoring 267 or above for total LEISA score, as determined by a Land Evaluation Site Assessment (LESA) as adopted for Story County, shall not be approved.**
- The petition of rezone to GBC consists of approximately 75 acres. The composite LEISA score for this 75 acres is 266.

PRAIRIE VALLEY AMENDING CORNERSTONE TO CAPSTONE COMPREHENSIVE PLAN

Date: 4.22.2020

The Prairie Valley Development proposes to amend the Cornerstone to Capstone (C2C) Comprehensive Plan from Rural Residential Designation to the Agricultural Conservation and Natural Areas Designation for the areas designated as environmentally sensitive and floodplain. These areas except those in the southwest quarter quarter are all currently designated Rural Residential. The following is the written application for the amendment per Chapter 92.08(2)(B)(1-7):

- (1) **The extent to which the change would be consistent with the comprehensive plan goals and policies.**
 - The amendment would clearly identify the Natural Resources areas based on the existing floodzone and the environmental sensitive areas. The existing land use map is more general and the proposed revision is an accurate representation of the uses.
 - The amendment is consistent with the CZC goals by:
 - NRA Principal 1: Generally discourage development within these areas. No development is proposed in the amended NRA areas.
 - NRA Principal 2: Mitigate impacts of proposed development contiguous to NRA areas. No development is proposed within the NRA areas.
 - NRA Principal 3: Consider areas identified in the NRA for includes in the Greenbelt Conservation District (GBC). The applicant is proposing to zone all NRA areas to GBC.
 - NRA Principal 4: Develop site planning and performance standards to apply to properties designated as NRA not included in the GBC District. All proposed NRA will be included in the GBC District so these performance standards are not applicable.
 - Continuing to add and connect trails.
 - Increase public park properties and infrastructure.
 - Strikes a balance between growth and sustainability and protecting good farm ground.
 - Preserve and protect the existing native plants and animals.
 - Restrict development in environmental sensitive areas.
 - Encourage development that limits impacts on existing wooded areas and preserves and restores natural prairies and wetlands.
- (2) **Evidence demonstrating the reasons why the plan should be changed, including (but not limited to) whether new information has become available since the comprehensive plan was adopted that supports reexamination of the plan, or that existing or proposed development offers new opportunities or constraints that were not previously considered.**
 - New information and more accurate information is available regarding the Natural Resources and Environmental Sensitive Areas. The amendment better defines and protects these areas.
 - (3) **Whether or not the change is needed to allow reasonable development of the site.**
 - The amendment is not necessary for the site to be developed into residential lots. The Prairie Valley Development protects all existing natural resources and environmental sensitive areas.
 - (4) **The relationship of the proposed amendment to the supply and demand for the particular land uses within the County and immediate vicinity of the site.**
 - The amendment will not affect the supply and demand regarding Natural Resources within the County. The amendment does not change the amount of Natural Resources rather it better defines the Natural Resources specifically on this property.
 - (5) **A demonstration that the proposed amendment has merit beyond the interests of the applicant.**

➤ The amendment is merited by more accurately defining/protecting the Natural Resources on the property.

(6) The possible impacts of the amendment on all specific elements of the comprehensive plan as may be applicable, including, but not limited to:

- a. **Goals. Objectives and strategies as related to the following from CZC Plan; Agricultural Resources, Community Facilities and Services, Communications and Public Safety, Emergency Preparedness, Cultural Resources, Infrastructure and Utilities, and Intergovernmental Coordination.**

➤ No impact

b. Conservation of Natural Resources and Recreation.

➤ Better defines and expands the Natural Resource and Recreation areas. Allows for the construction/extension of trails and public recreational opportunities.

c. Land Use.

➤ No impact.

d. Economic Prosperity.

➤ The approval of this revision will all the development of the abutting R-1 Transition District which will increase property value to Story County.

e. Transportation.

➤ No impact.

(7) Consideration of the fiscal impact of the proposed amendment to Story County.

➤ No impact.

PRAIRIE VALLEY PRESCRIPTIVE MEASURES

Date: 4.22.2020

The following is a list of Prescriptive Measures required by Story County Conservation, Environmental Health and Planning & Development regarding the development of a single-family subdivision known as Prairie Valley. The Developer has responded to each measure below. Prescriptive Measures will be addressed with the submittal of the Preliminary Plat, Covenants, and the Development Agreement.

Prescriptive Measures:

A. On-lot or Developed Areas:

1. Stormwater BMPs shall be implemented on residential lots to capture the first flush.
This will be addressed in the Preliminary Plat submittal and the Stormwater Management Plan (SWMP). Topsoil preservation will be utilized for a permanent BMP since there is no maintenance component required by the homeowner. In addition, an 8-inch tile with porous backfill will be installed in select locations to protect the environmental sensitive areas from lateral fields and/or surface runoff from the residential lots.
2. Stormwater and erosion BMPs (temporary and permanent) to prevent soil loss, transport outside of the residential lots, construction areas, common spaces, transport to treatment which does not affect prairie areas.
This will be addressed in the Preliminary Plat submittal, SWMP, and Erosion Control Plan (ECP). The environmental sensitive areas will be protected by a silt fence prior to the start of any construction. Erosion BMPs are required to be monitored weekly per IDNR requirements to ensure they are functioning per design. During home construction the builder will install additional erosion control measures (silt fence/filter socks) to prevent the migration of soils.
3. Septic systems constructed or discharged regionally and in areas that will not potentially impact native vegetation.
This will be addressed in the Preliminary Plat. The locations of the septic laterals will be shown on the Preliminary Plat. The Developer will soil probe the septic lateral locations for soil suitability. Story County would need to approve any proposed revisions to the lateral field locations.
4. Temporary construction fencing and erosion control structures must be used. Such measures shall be placed at least 10' inside the lot boundaries which about greenspace. Construction activities must not impact greenspace.
This will be addressed in the Preliminary Plat and ECP. The environmental sensitive areas will be protected by a silt fence prior to the start of any construction. The silt fence will be placed no closer than 35-ft proposed buffer from the remnant native grasses. In meetings with Staff we have discussed and shown silt fence being placed outside of the proposed lot boundaries. We are planning to utilize a 10-ft strip of greenspace area adjacent/outside of the 35-ft buffer for placement of a subdrain per SCC requirements (proposed 10-ft storm sewer easement). We are also planning to grade detention basins in the greenspace areas and will place erosion control measures in those locations. During home construction the builder will install additional erosion control measures (silt fence/filter socks) to prevent the migration of soils. Please review this measure and revise accordingly (proposed to delete the 10-ft fence inside lot boundaries and delete construction activities must not impact greenspace).

- This will be addressed in the Preliminary Plat. A wood three (3) rail split fence will be constructed by the Developer along the rear property line adjacent to all environmental sensitive areas. The Covenants will require homeowners to place a matching split rail fence along the rear property line adjacent to any proposed Story County dedicated greenbelt areas.
6. Lot owners will recognize that the green spaces adjoining each residential lot will be managed as native prairie. Much of it is a remnant of original native prairies of the area. Management may include but not be limited to prescribed fire, mowing, grazing, hay harvest, brush removal, herbicide application.
- The Covenants will address this measure. Signage will be included along the green spaces areas and informational sign with the mailbox kiosks(s) to explain the development's conservation principles.
7. Prohibition on planting invasive species. This applies to all vegetation in the development.
- The Covenants and Agreement will address this measure (refer to the State of Iowa invasive species list).
8. Shrubs or trees must be native species. SCC must review and approve all plantings.
- The Covenants and Agreement will address this measure (refer to the State of Iowa native species list).
9. Prohibition on use of lawn fertilizers containing phosphorus and herbicides.
- The Covenants and Agreement will address this measure. Lawn fertilizers containing phosphorus will be prohibited. Herbicides will be allowed.
10. Prior approval of all seed mixes by Story County. This includes temporary mixes and permanent mixes. This would be for any native seeding homeowners may want to do in their yard, as well as seeding during construction.
- The Covenants and Agreement will address this measure. Story County Conservation (SCC) will encourage native grass seeding and will offer review seed mixes and origins. The Developer will utilize SUDAS seed mixtures for temporary seeding disturbed areas along with permanent seed mixes in Homeowner Association (HOA) common areas.
11. Homeowners will contribute a monthly conservation fee of which 100% will be used to manage the greenspace with the goal of increasing and maintaining its native biodiversity and conservation value.
- The Covenants and Agreement will address this measure. The annual per lot fee will be \$250. An inflationary adjustment every 5-years to represent CPI for central Iowa. The HOA will be responsible for the payment to Story County Conservation.
12. Design standards (these areas shall be declared environmentally sensitive areas and will not be developed):
- Hydric soils/wetland buffer of 50'
- The hydric soils map was submitted as part of the R-1 District rezoning and this map will be included with the SWMP. The wetland buffer of 50-ft will be shown on the Preliminary Plat.
- Native prairie remnants
- The native prairie remnants and the 35-ft buffer will be shown on the Preliminary Plat.
- Significant trees and cover
- This will be addressed in the Preliminary Plat.
- Slopes greater than 14%
- This will be addressed in the Preliminary Plat.

- Rare or T & E species habitat
- Story County will perform a desktop research to verify if further field studies are necessary.
- Native American burial sites/mounds
- Iowa State Archeology will perform a desktop research and/or contact Native American Tribes to verify if further field studies are necessary.
- Drainage ways buffer of 30'
- This will be addressed in the Preliminary Plat.

Green Spaces:

13. **Minimum 40' buffer between lot line and the border of extant prairie.**
 - This will be addressed in the Preliminary Plat. Residential lots that abut the remnant prairie shall have a minimum of a 35-ft buffer area from any property line.
14. **Water quality testing will be performed by Story County in the regional stormwater treatment train.**

Should water quality be outside acceptable standards, the HOA will take appropriate action to correct the abnormality.

 - The Covenants and Agreement will address this measure. Story County may place monitoring wells to monitor/test stormwater runoff from the Prairie Valley development. These monitoring wells would exclude any contributing off-site stormwater runoff. The HOA will be responsible to take appropriate action to correct water quality issues outside acceptable standards.
15. **Prohibition on depositing any plant, soil, construction, industrial, or household debris, or any hazardous material on the greenspaces.**
 - The Covenants and Agreement will address this measure.
16. **Story County will own all greenspace and have sole management and decision-making ability.**
 - The Covenants and Agreement will address this issue. This will be addressed in the Preliminary Plat with an Ownership & Fencing Plan and per the Phasing Plan. As each phase of the subdivision is developed, portions of the environmental sensitive and greenspace areas will be dedicated at Final Plat to Story County.
17. **Light foot traffic only is allowed in greenspace, no sledding, bikes, etc. No hunting/trapping etc., due to proximity to residential. SCCB will set rules for use of the property under its control.**
 - The Covenants and Agreement will address this issue.
18. **Dedicated access gate for burn equipment, etc., also for public access—and likely a public parking area.**
 - The Covenants and Agreement will address this issue. The Preliminary Plat will show the location of the proposed public parking area along with proposed access locations to the greenspace.
19. **SCC will develop a foot-trail system that will be maintained only by county personnel or their designees/contractors.**
 - The Covenants and Agreement will address this issue. The Preliminary Plat will show the general location of a proposed trail system which is subject to revisions per SCC.
20. **SCC will have legally effective mechanism to enforce prescriptive measures.**
 - The Agreement will address this issue.

Planning & Development Staff Comments:

- A. The property has already been rezoned from A-1 District to R-1 District with conditions (NW NW, NE NW & SE NW). A new rezoning application is required to request a change in zoning of the A-1 District to the GBC District for the SW NW and from the R-1 District to the GBC District of the natural areas.
 - The Developer is planning to submit a rezoning application per this request.
- B. Provide further clarification of septic system plan. A condition of the rezoning requires group septic system discharges where possible.
 - This will be addressed in the Preliminary Plat with a Septic System Plan. Each lot will have their own septic system with later fields. Some lots will be allowed to place their later fields in an easement in the green areas as identified on the Preliminary Plat. At this time grouping of septic systems is not proposed.
 - Grouping of septic systems is not proposed because many of the lots in this development have adequate area for either a conventional onsite septic system or a more advanced system with less required footprint. The onsite treatment systems adjacent to the sensitive environmental areas will not discharge into these areas to ensure that the in-situ soils remain unchanged. A proposed drainage tile with full granular bedding to the surface will be placed adjacent to these later fields to intersect any effluent discharge. It is likely that the later field effluent discharge will be conveyed in the groundwater in the general direction as the surface contours. In general the later fields surface contours are directed away from the environmental sensitive areas. Thus, no impact is anticipated to these areas.
- C. How many phases are planned with this project? Subdivision site improvements based on the preliminary plat are required to be completed within one year or the final plat may be submitted along with a financial security and development agreement.
 - The Preliminary Plat will show a proposed phasing phase. The plan currently has a total of four (4) phases.
- D. Planning and Development staff review restrictive covenants submitted with subdivision plats.
 - The restrictive covenants will be submitted with the Preliminary Plat for staff comments.
- E. A management agreement with Story County Conservation is required and was made a part of the conditions for the rezoning of the property.
 - The Story County Attorney and Developer will write the management agreement.
- F. Planning and Development staff support Story County Conservation Staff's compromise on the temporary construction fencing to allow construction of the fencing five feet from the rear property line.
 - We are planning on placing construction fencing (silt fence) throughout the greenbelt area (GBC District Area and HOA Greenspace area) to protect the environmental sensitive areas and migration of soils during construction. The ERC plan will be submitted with the Preliminary Plat for Staff comment and review.
- G. Planning and Development staff support Story County Conservation Staff's compromise on the minimum buffer between the lot line and border of prairie of 35 feet.
 - The Preliminary Plat will show the 35-ft buffer area. We do not plan to complete any construction activities within this 35-ft buffer area.

- H. Planning and Development staff support Story County Conservation Staff's position that only the stormwater quality from on-site stormwater will be monitored, excluding stormwater generated off site.
- I. This will be addressed in the Covenants and Agreement.
- I. Planning and Development staff support Story County Conservation considering alternative locations for future property owners to recreate outside of the trail system, particularly for sledding.
- J. Through oversight by Story County Conservation, the Story County Attorney's Office if necessary would be involved in any enforcement action involving the courts.

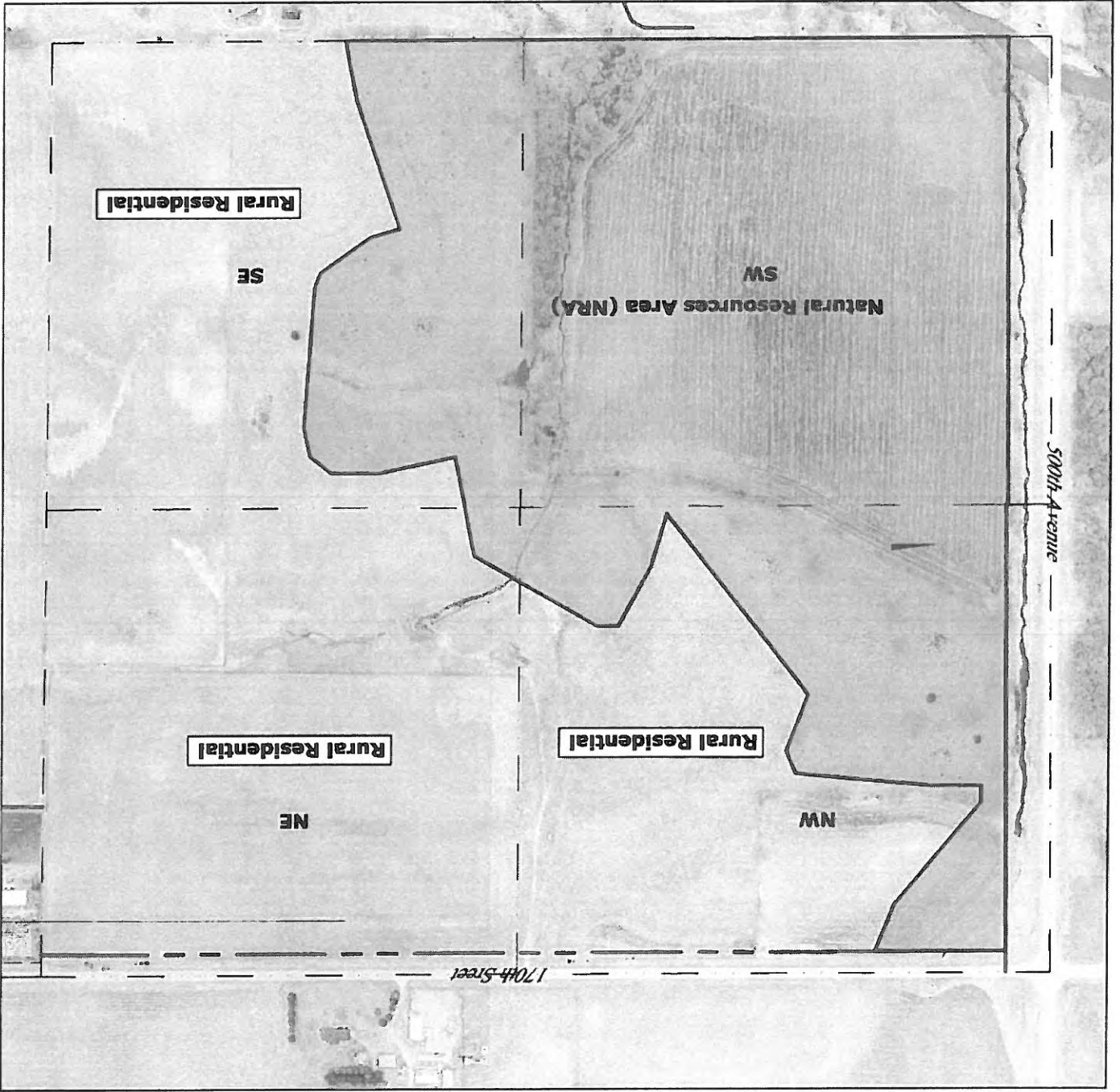
Story County Existing C2C Land Use Plan

160-acre Prairie Valley Property



Story County Proposed C2C Land Use Plan

160 acre Prairie Valley Subdivision



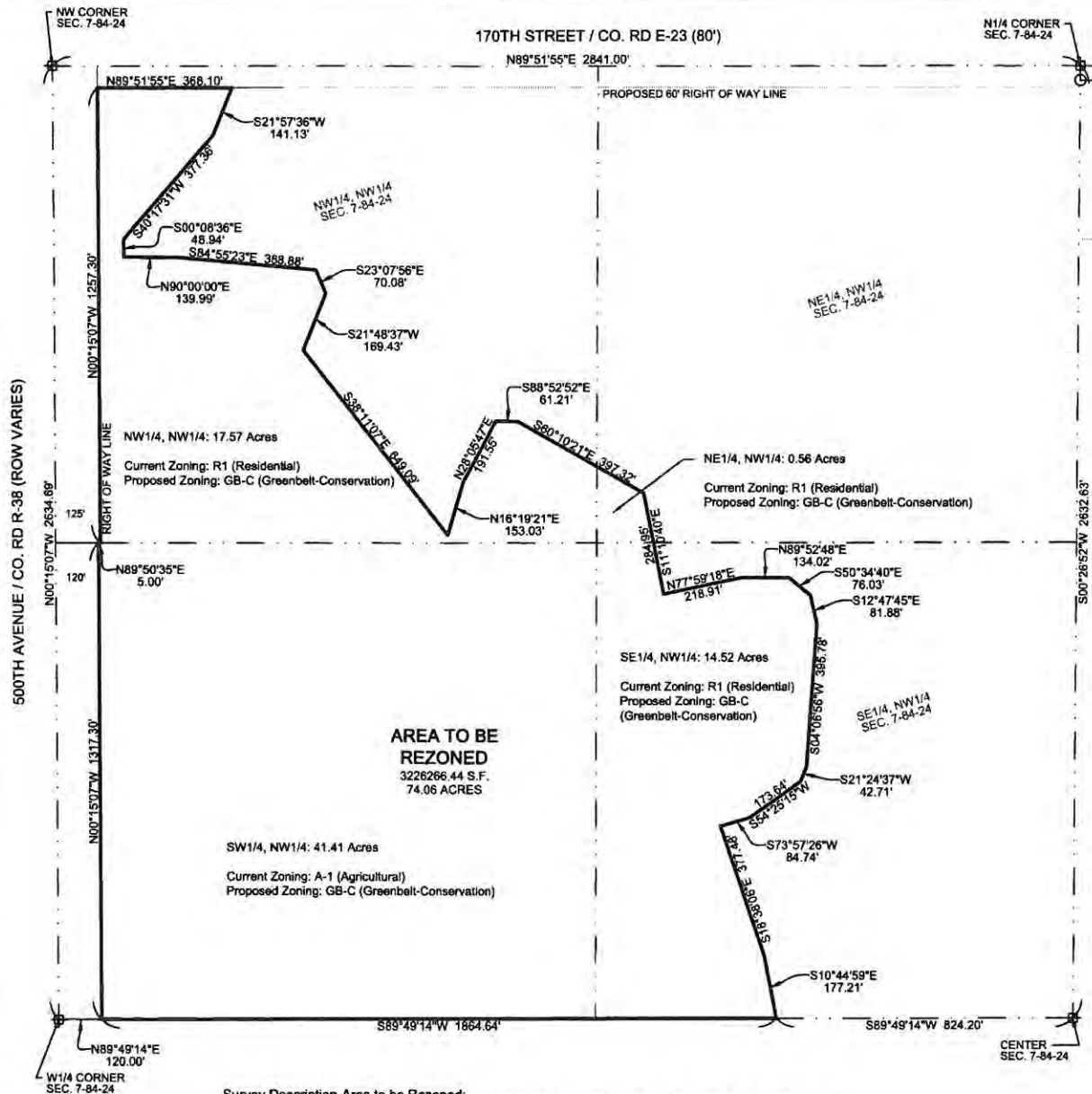
REZONING PLAT

LOCATION: IN THE NW1/4 OF SECTION 7-84-24,
STORY COUNTY, IOWA

PROPRIETOR: QUARRY ESTATES, LLC

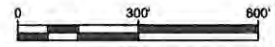
REQUESTED BY: JOHN GADE, FOX ENGINEERING

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



Survey Description-Area to be Rezoned:

A part of the Northwest Quarter of Section 7, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the intersection of the south line of said Northwest Quarter with the east right of way line of 500th Avenue; thence following said right of way line N00°15'07"W, 1317.30 feet; thence N89°50'35"E, 5.00 feet; thence N00°15'07"W, 1257.30 feet; thence N89°51'55"E, 368.10 feet, parallel with and 60.00 feet South of the north line of said Section 7; thence S21°57'36"W, 141.13 feet; thence S40°17'31"W, 377.36 feet; thence S00°08'36"E, 48.94 feet; thence N90°00'00"E, 139.99 feet; thence S84°55'23"E, 388.88 feet; thence S23°07'56"E, 70.08 feet; thence S21°48'37"W, 169.43 feet; thence S38°11'07"E, 649.09 feet; thence N16°19'21"E, 153.03 feet; thence N28°05'47"E, 191.55 feet; thence S88°52'52"E, 61.21 feet; thence S60°10'21"E, 397.32 feet; thence S11°10'40"E, 284.95 feet; thence N77°59'18"E, 218.91 feet; thence N89°52'48"E, 134.02 feet; thence S50°34'40"E, 76.03 feet; thence S12°47'45"E, 81.88 feet; thence S04°06'56"W, 395.78 feet; thence S21°24'37"W, 42.71 feet; thence S54°25'15"W, 173.64 feet; thence S73°57'26"W, 84.74 feet; thence S18°38'06"E, 377.48 feet; thence S10°44'59"E, 177.21 feet to the south line of said Northwest Quarter; thence S89°49'14"W, 1864.64 feet to the point of beginning, containing 74.06 acres.



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

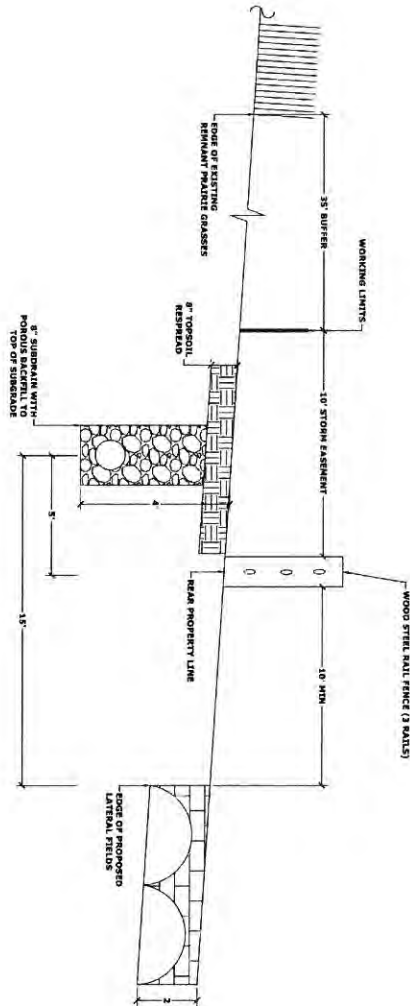
My license renewal date is December 31, 2021.

3/04/2020
DATE



1
 G1.2

PROTECTION SUBDRAIN DETAIL NO SCALE



CIVIL LEGEND	
EXISTING	PROPOSED
BUILDING CONCRETE PAD ASPHALT PAVING SOIL PROPERTY LINE EASEMENT RIGHT OF WAY LINE FENCE - STONE WALL FENCE - CHAIN LINK FENCE - WOOD FENCE - METAL FENCE - CONCRETE FENCE - BRICK FENCE - IRON FENCE - STEEL FENCE - ALUMINUM FENCE - COPPER FENCE - ZINC FENCE - LEAD FENCE - TIN FENCE - NICKEL FENCE - SILVER FENCE - GOLD FENCE - PLATINUM FENCE - PALLADIUM FENCE - RHODIUM FENCE - IRIUM FENCE - OSMIUM FENCE - RHENIUM FENCE - DUBNIUM FENCE - SEABORGIUM FENCE - BOHRNIUM FENCE - HASSIUM FENCE - MEITNERIUM FENCE - DARMSTADIUM FENCE - ROENTGENIUM FENCE - COPERNICIUM FENCE - LIVERMORIUM FENCE - TENNESSINE FENCE - OGANESSONIUM	BUILDING CONCRETE PAD ASPHALT PAVING SOIL PROPERTY LINE EASEMENT RIGHT OF WAY LINE FENCE - STONE WALL FENCE - CHAIN LINK FENCE - WOOD FENCE - METAL FENCE - CONCRETE FENCE - BRICK FENCE - IRON FENCE - STEEL FENCE - ALUMINUM FENCE - COPPER FENCE - ZINC FENCE - LEAD FENCE - TIN FENCE - NICKEL FENCE - SILVER FENCE - GOLD FENCE - PLATINUM FENCE - PALLADIUM FENCE - RHODIUM FENCE - IRIUM FENCE - OSMIUM FENCE - RHENIUM FENCE - DUBNIUM FENCE - SEABORGIUM FENCE - BOHRNIUM FENCE - HASSIUM FENCE - MEITNERIUM FENCE - DARMSTADIUM FENCE - ROENTGENIUM FENCE - COPERNICIUM FENCE - LIVERMORIUM FENCE - TENNESSINE FENCE - OGANESSONIUM

G1.2

LEGEND & PROTECTION SUBDRAIN DETAIL
 PRAIRIE VALLEY MAJOR SUBDIVISION
 PRELIMINARY PLAT
 SE CORNER OF SOUTH AVE & 17TH ST.
 STORY COUNTY, IA



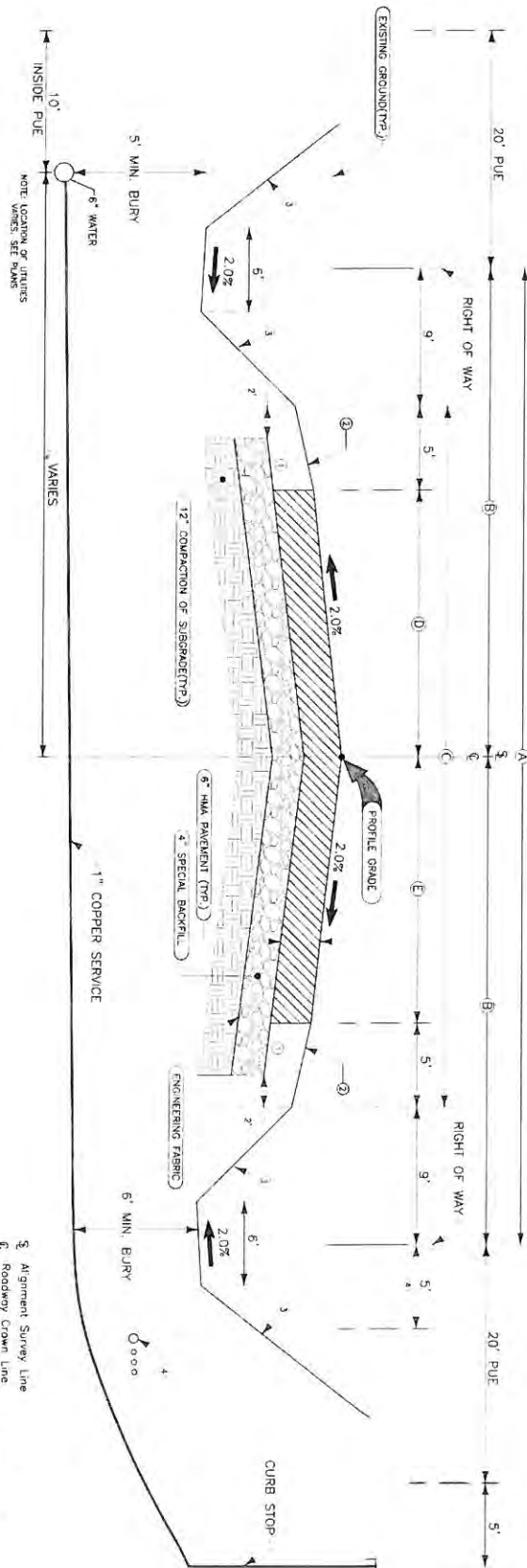
FOX Engineering Associates, Inc.
 414 South 17th Street, Suite 107
 Ames, Iowa 50010
 Phone: (515) 233-0000
 Fax: (515) 233-0103

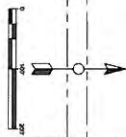
DATE	REVISION	BY	DATE
		DESIGNED	04/20
		DRAWN	04/20
		CHECKED	
		LAST UPDATE:	04/21/20

1
 G1.3
 TYPICAL ROADWAY CROSS SECTION
 HMA PAVING
 NO SCALE

A	B	C	D	E
FEET	FEET	FEET	FEET	FEET
50'	25'	32'	11'	11'

1. Subgrade Preparation 3' Outside Edge of Pavement
2. 5' shoulder @ 5.0%, 6" Minimum Black Topsoil
3. Slope MAX 3:1 (H:V), 2' min. depth, 12" min. Topsoil Placement
4. Locate Public Utilities 5' Inside Easement
5. 12" MIN. BURY
6. 8" MIN. BURY
7. 1" COPPER SERVICE
8. 12" COMPACTION OF SUBGRADE (TYP.)
9. 6" HMA PAVEMENT (TYP.)
10. 4" SPECIAL BACKFILL
11. ENGINEERING FABRIC
12. CURB STOP
13. 20' PUE
14. 5'
15. 20' PUE
16. 5'
17. 20' PUE
18. 5'
19. 20' PUE
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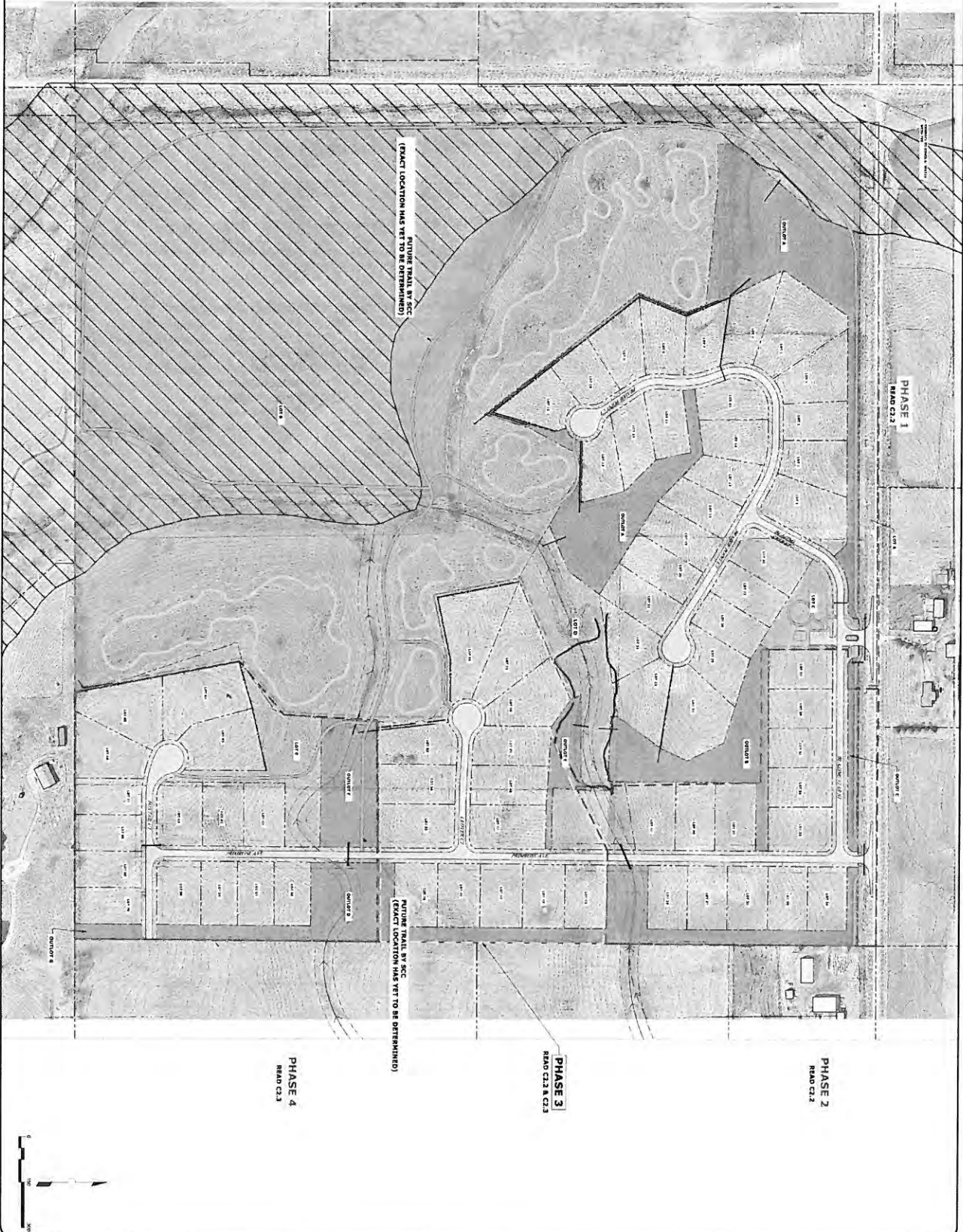
C1.1

EXISTING CONDITIONS AND BOUNDARY
 PRAIRIE VALLEY - MAJOR SUBDIVISION
 PRELIMINARY PLAT
 SE CORNER OF 500TH AVE & 170TH ST
 STORY COUNTY, IOWA



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

DATE	REVISION	BY	DATE
		DESIGNED	ING 04/20
		DRAWN	SRS 04/20
		CHECKED	
		LAST UPDATE: 04/23/20	



Curve Number	Length	Radius	Data
C1	132.15'	752.00'	43.51°
C2	39.27'	25.00'	90.00°
C3	39.27'	25.00'	90.00°
C4	39.27'	25.00'	90.00°
C5	39.27'	25.00'	90.00°
C6	39.27'	25.00'	90.00°
C7	39.27'	25.00'	90.00°
C8	39.27'	25.00'	90.00°
C9	39.27'	25.00'	90.00°
C10	39.27'	25.00'	90.00°
C11	39.27'	25.00'	90.00°
C12	39.27'	25.00'	90.00°

Curve Number	Length	Radius	Data
C13	50.65'	62.00'	48.45°
C14	39.27'	25.00'	90.00°
C15	39.27'	25.00'	90.00°
C16	39.27'	25.00'	90.00°
C17	39.27'	25.00'	90.00°
C18	39.27'	25.00'	90.00°
C19	39.27'	25.00'	90.00°
C20	39.27'	25.00'	90.00°
C21	39.27'	25.00'	90.00°
C22	39.27'	25.00'	90.00°
C23	39.27'	25.00'	90.00°
C24	39.27'	25.00'	90.00°

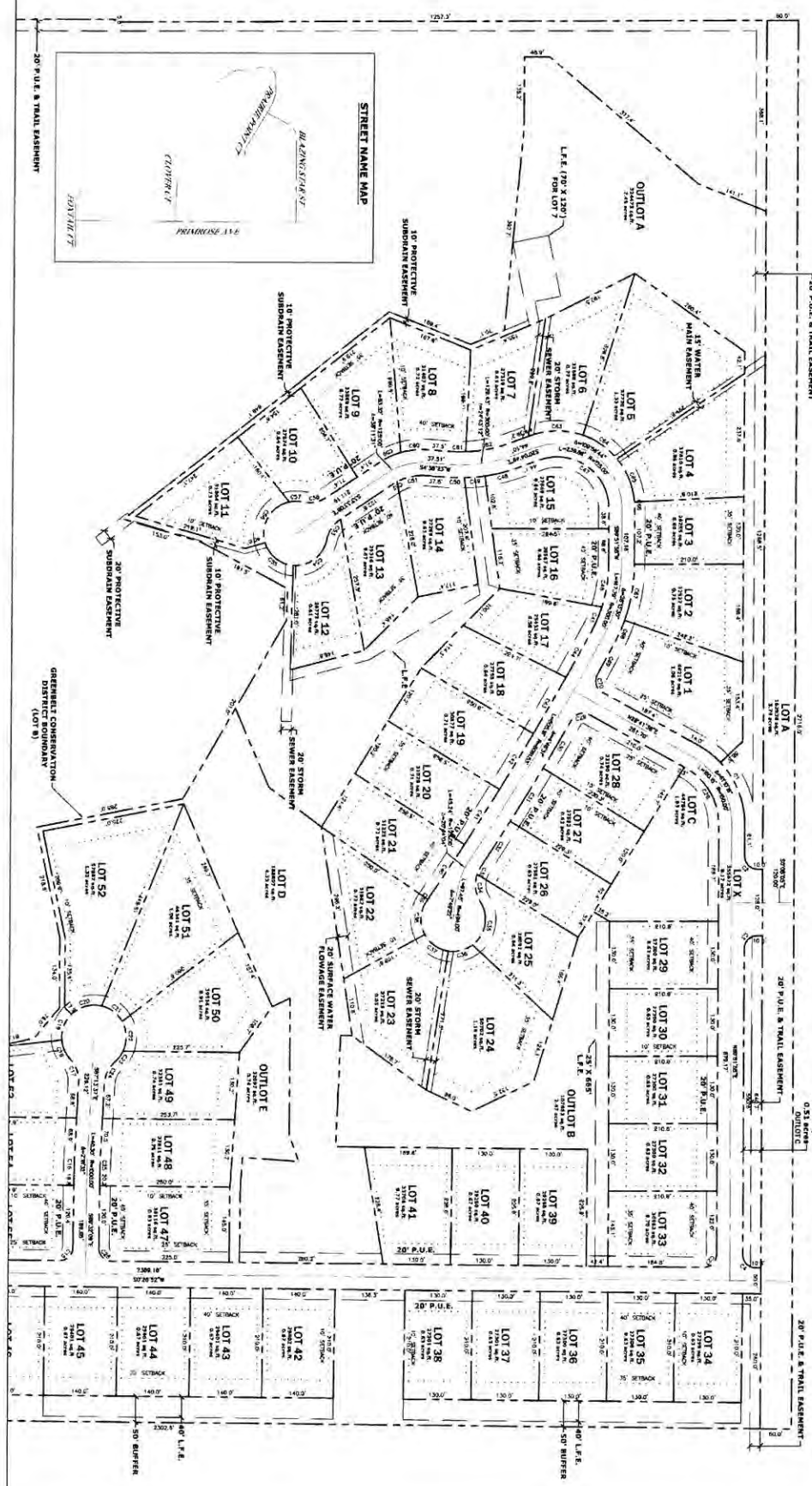
Curve Number	Length	Radius	Data
C25	39.27'	25.00'	90.00°
C26	39.27'	25.00'	90.00°
C27	39.27'	25.00'	90.00°
C28	39.27'	25.00'	90.00°
C29	39.27'	25.00'	90.00°
C30	39.27'	25.00'	90.00°
C31	39.27'	25.00'	90.00°
C32	39.27'	25.00'	90.00°
C33	39.27'	25.00'	90.00°
C34	39.27'	25.00'	90.00°
C35	39.27'	25.00'	90.00°
C36	39.27'	25.00'	90.00°

Curve Number	Length	Radius	Data
C37	57.16'	62.00'	52.92°
C38	39.27'	25.00'	90.00°
C39	39.27'	25.00'	90.00°
C40	39.27'	25.00'	90.00°
C41	39.27'	25.00'	90.00°
C42	39.27'	25.00'	90.00°
C43	39.27'	25.00'	90.00°
C44	39.27'	25.00'	90.00°
C45	39.27'	25.00'	90.00°
C46	39.27'	25.00'	90.00°
C47	39.27'	25.00'	90.00°
C48	39.27'	25.00'	90.00°

Curve Number	Length	Radius	Data
C49	40.07'	325.00'	70.03°
C50	35.37'	325.00'	67.41°
C51	35.37'	325.00'	67.41°
C52	35.37'	325.00'	67.41°
C53	35.37'	325.00'	67.41°
C54	35.37'	325.00'	67.41°
C55	35.37'	325.00'	67.41°
C56	35.37'	325.00'	67.41°
C57	35.37'	325.00'	67.41°
C58	35.37'	325.00'	67.41°
C59	35.37'	325.00'	67.41°
C60	35.37'	325.00'	67.41°

Curve Number	Length	Radius	Data
C61	33.73'	275.00'	70.12°
C62	33.73'	275.00'	70.12°
C63	33.73'	275.00'	70.12°
C64	33.73'	275.00'	70.12°
C65	33.73'	275.00'	70.12°
C66	33.73'	275.00'	70.12°
C67	33.73'	275.00'	70.12°
C68	33.73'	275.00'	70.12°
C69	33.73'	275.00'	70.12°
C70	33.73'	275.00'	70.12°

Curve Number	Length	Radius	Data
C71	33.73'	275.00'	70.12°
C72	33.73'	275.00'	70.12°
C73	33.73'	275.00'	70.12°
C74	33.73'	275.00'	70.12°
C75	33.73'	275.00'	70.12°
C76	33.73'	275.00'	70.12°
C77	33.73'	275.00'	70.12°
C78	33.73'	275.00'	70.12°
C79	33.73'	275.00'	70.12°
C80	33.73'	275.00'	70.12°



Parabol Curves Data			
Curve Number	Length	Radius	Delta
C61	33.23'	275.00'	70° 13"
C62	64.92'	275.00'	174° 41.35"
C63	102.40'	150.00'	376° 04.35"
C64	81.06'	150.00'	307° 58.16"
C65	91.52'	150.00'	343° 22.12"
C66	12.84'	150.00'	4° 54.13"
C67	110.68'	253.00'	192° 41.12"
C68	56.04'	523.00'	8° 49.17"
C69	67.13'	629.26'	7° 56.42"
C70	38.27'	25.00'	90° 00.03"



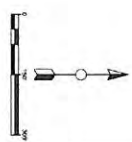
DATE	REVISION		BY	DATE
		DESIGNED	JMC	04/20
		DRAWN	SRS	04/20
		CHECKED		
		LAST UPDATE: 04/21/20		



PRairie Valley will dedicate the following lots to STORY COUNTY:
 LOT A - 170TH STREET RIGHT OF WAY 3.74 AC
 LOT B - DRAINAGE DISTRICT ONE 74.07 AC
 LOT C - DRAINAGE DISTRICT ONE 4.33 AC
 LOT D - DRAINAGE DISTRICT ONE 4.33 AC
 LOT E - ACCESS TO LOT B 2.37 AC
 TOTAL 86.27 AC
 PRairie Valley will dedicate the following lots to PRairie Valley HOME OWNERS ASSOCIATION (LOCAL):
 OUTLOT A 7.48 AC
 OUTLOT B 3.47 AC
 OUTLOT C 0.51 AC
 OUTLOT D 0.77 AC
 OUTLOT E 0.81 AC
 OUTLOT F 0.13 AC
 LOT X (PRIVATE STREETS) 8.13 AC
 TOTAL 26.30 AC

GENERAL NOTES:
 1. FENCE CONSTRUCTION TO BEGIN/END 40' FROM LOT RIGHT OF WAY LINE.
 2. ALL STORMWATER BMP'S BENEFITTING THE R-1 DEVELOPMENT WILL BE OWNED & MAINTAINED BY HOA.
 3. STORY COUNTY WILL HAVE ACCESS RIGHTS ON OUTLOTS A, B, C, D, E, F & G.
 4. OUTLOTS A, B, C, D, E, F & G ARE ENCUMBERED WITH THE "CONSERVATION EASEMENTS".

- LEGEND:
- PRAIRIE VALLEY HOA (OWNS & MAINTAINS)
 - BUFFER AREAS
 - STORY COUNTY (DEVELOPER WILL DEDICATE LAND FOR STORY COUNTY TO OWN & MAINTAIN)
 - WOOD 2-SPLIT RAIL FENCE ON PROPERTY LINE TO (INSTALLLED PER PHASE BY DEVELOPERS)
 - WOOD 1-SPLIT RAIL FENCE ON PROPERTY LINE TO (INSTALLLED BY HOME BUILDERS AS A CONDITION OF BUILDING PERMIT)





LEGEND

DOTSON FARMS PROPOSED DEVELOPMENT AREA = 55 AC

3.2% = SLOPES GREATER THAN 1.4%

3.2% = SLOPES GREATER THAN 1.4% WITHIN PRAIRIE

STORY COUNTY ALLOWS 1% OF SUBDIVISION TO DEVELOP ON SLOPES GREATER THAN 1.4%

C4.2

5470-18A

STEEP SLOPES MAP
 PRAIRIE VALLEY - MAJOR SUBDIVISION
 PRELIMINARY PLAT
 SE CORNER OF SOUTH AVE & 170TH ST
 STORY COUNTY, IOWA



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

DATE	REVISION	BY	DATE
		DESIGNED: JMG	04/20
		DRAWN: SRS	04/20
		CHECKED:	
		LAST UPDATE: 04/23/20	

LEGEND

CE CONSTRUCTION INT.

SP SALT PANCE

1P DIRT PROTECTION

OP OUTLET PROTECTION

PS PERMANENT SEEDING

TS TEMPORARY SEEDING

BM BLANKET & MATTING

CD ROCK CHECK DAM

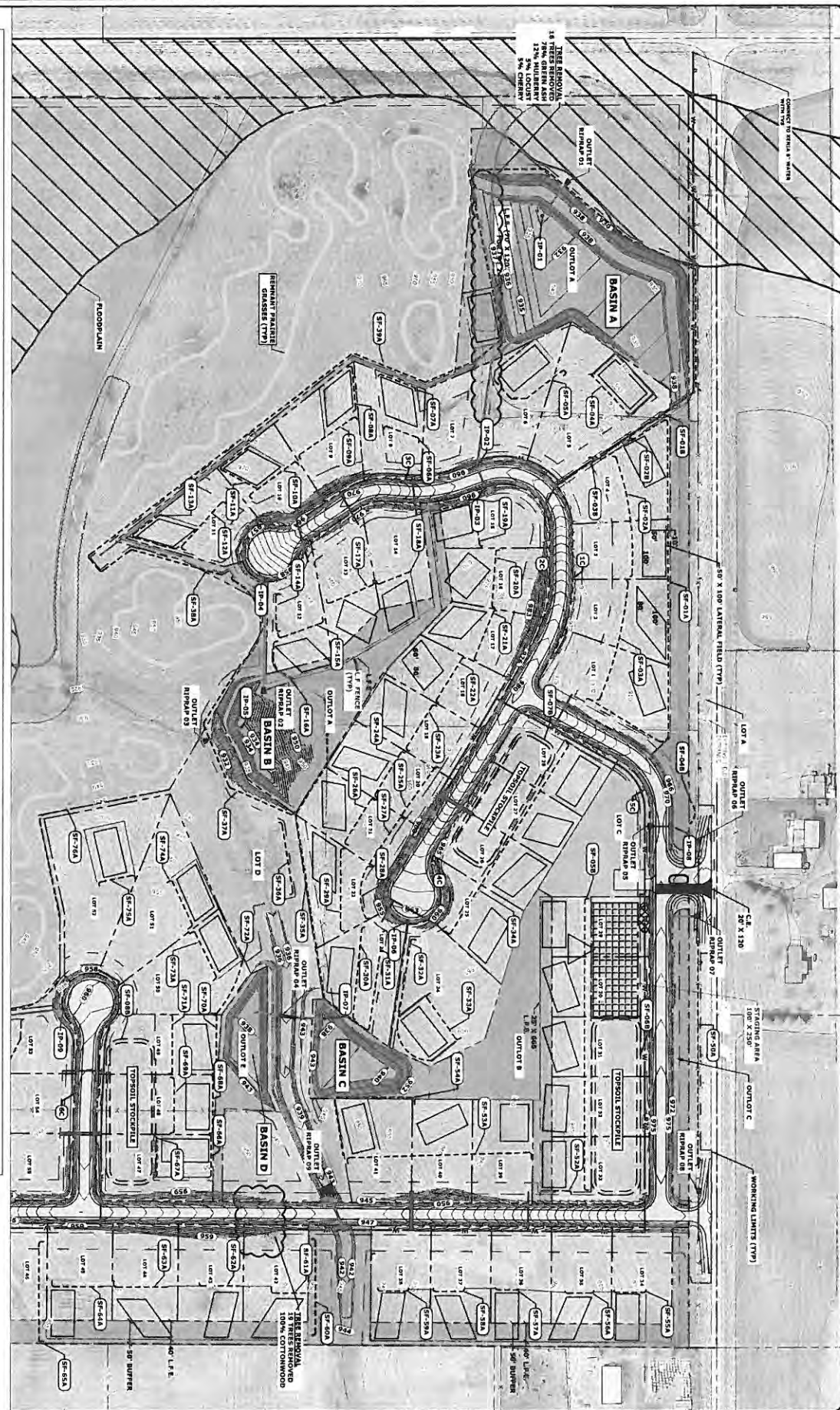
CONCRETE, PAINT, AND GROUT WASHOUT AREA

DESIGNATED STAGING AREA FOR PORTABLE RESTROOMS, CHEMICALS, TEMPORARY FUEL TANKS, WASTE CONTAINERS, AND OTHER EQUIPMENT.

SPILL KIT

CONTROL TO BE INSTALLED PRIOR TO CONSTRUCTION

INSTALL AFTER CHECK TOPSOIL SPACED FOR 3-FOOT VERTICAL DROP

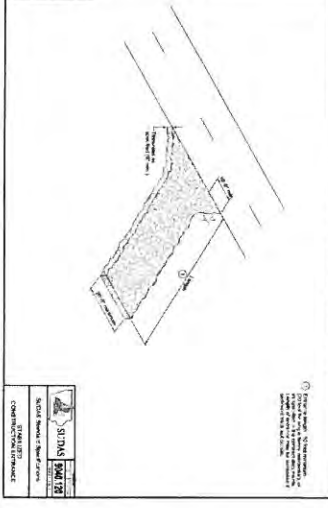
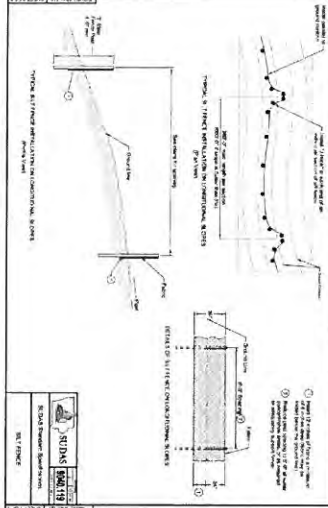
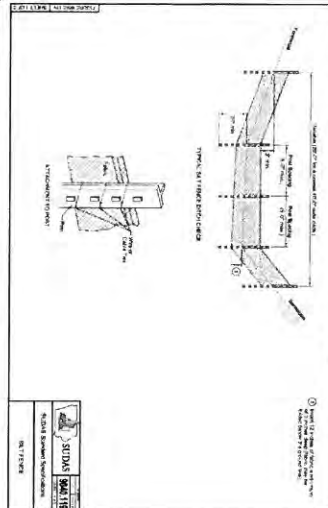
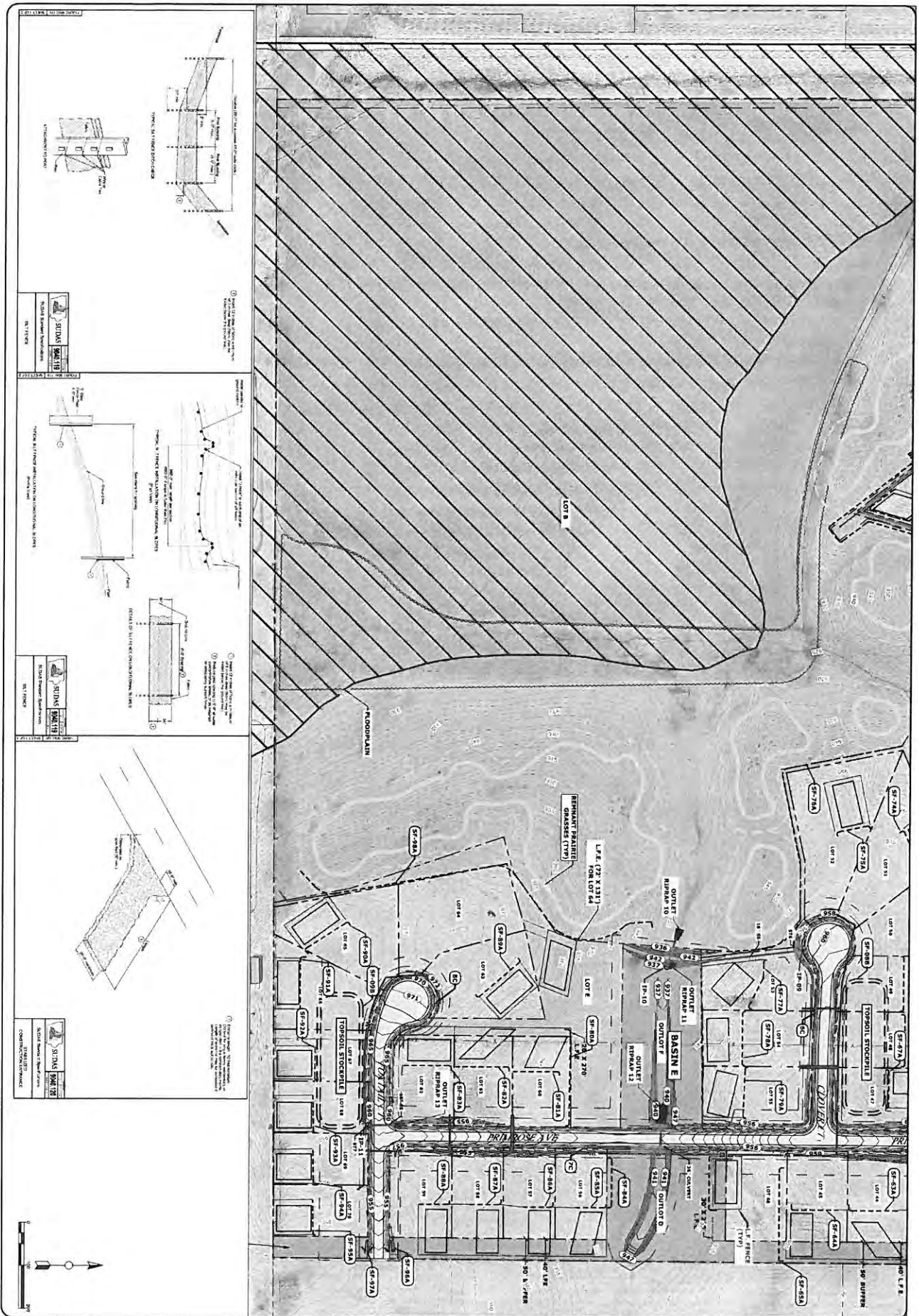


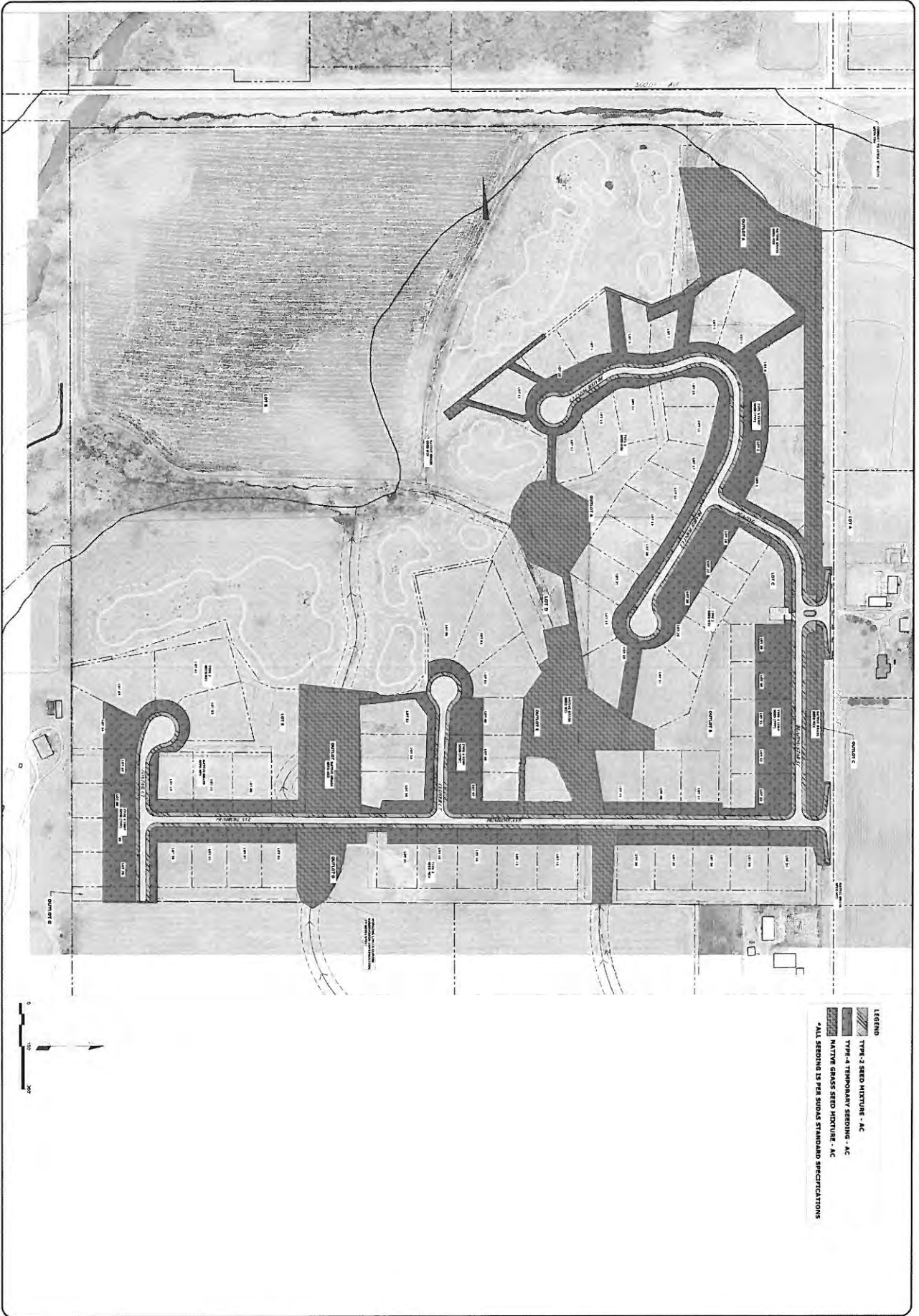
EC.2

EROSION CONTROL - NORTH HALF
PRAIRIE VALLEY MAJOR SUBDIVISION
PRELIMINARY PLAT
SE CORNER OF 50TH AVE & 170TH ST
STORY COUNTY, IOWA

FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-5000
Fax: (515) 233-0103

DATE	REVISION	BY	DATE
		DESIGNED	JMG 04/20
		DRAWN	SAS 04/20
		CHECKED	
		LAST UPDATE:	04/23/20

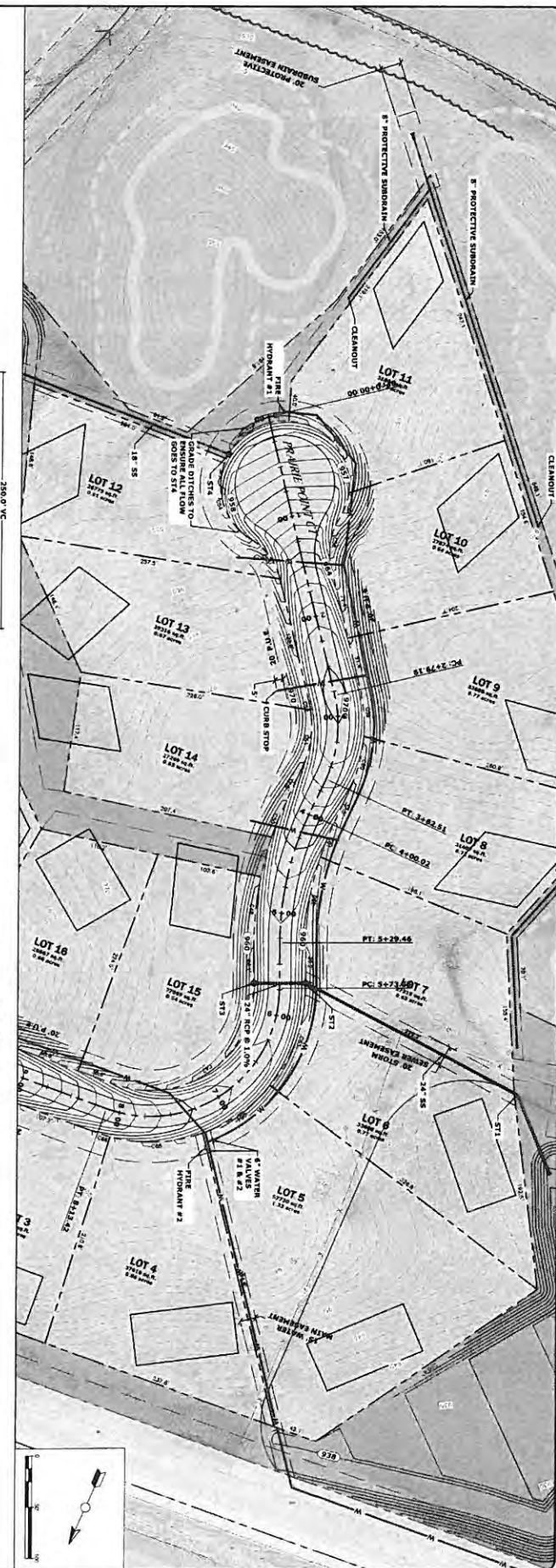




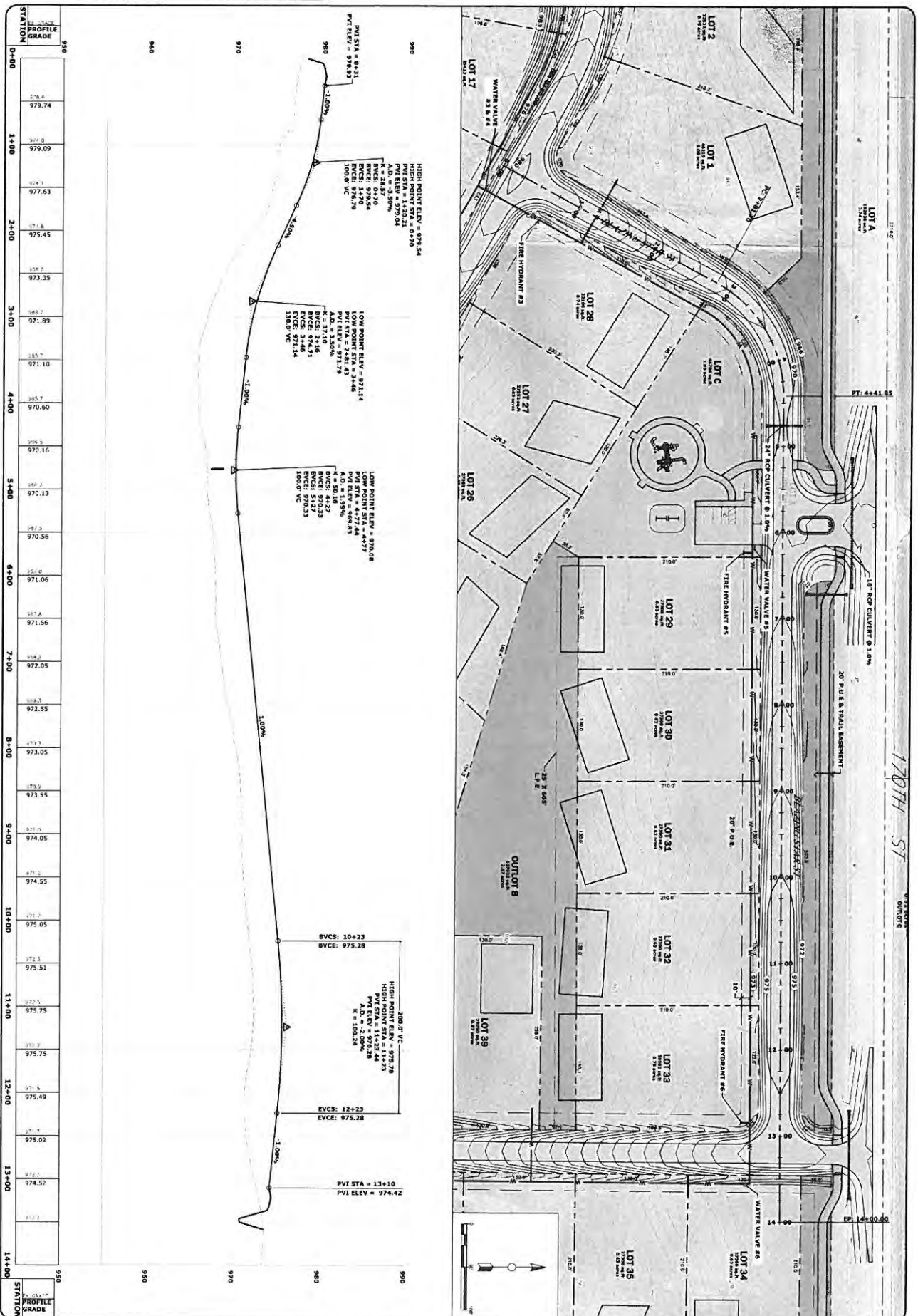
LEGEND

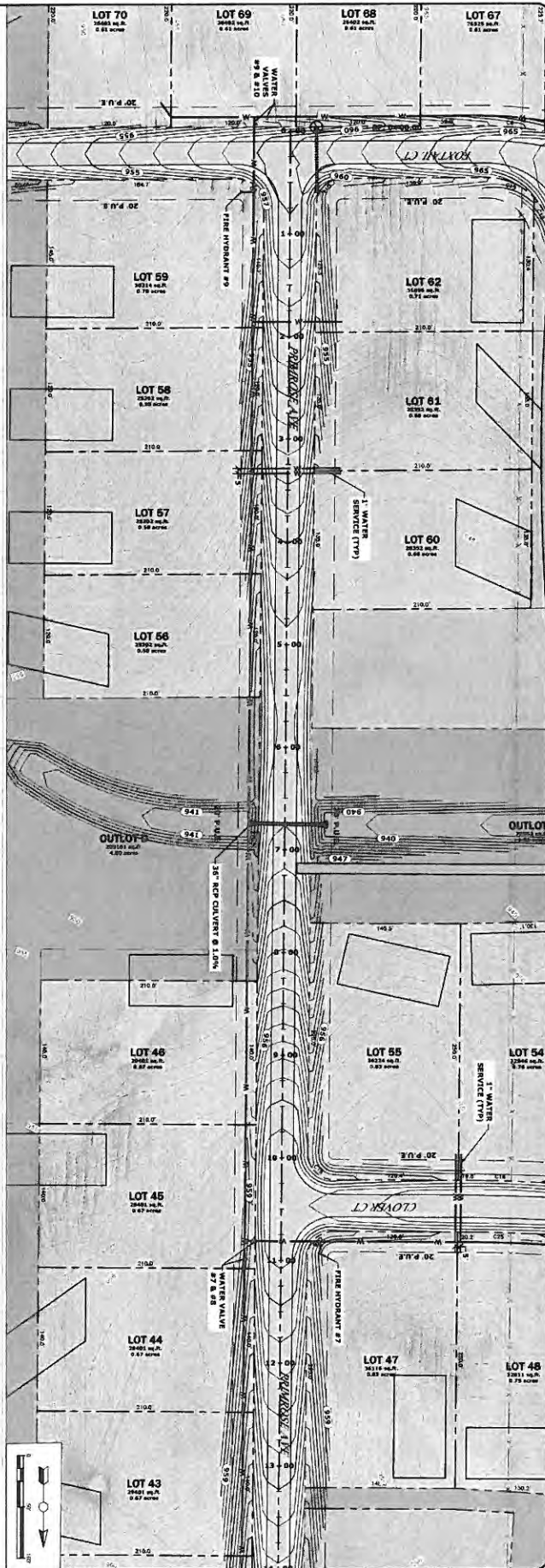
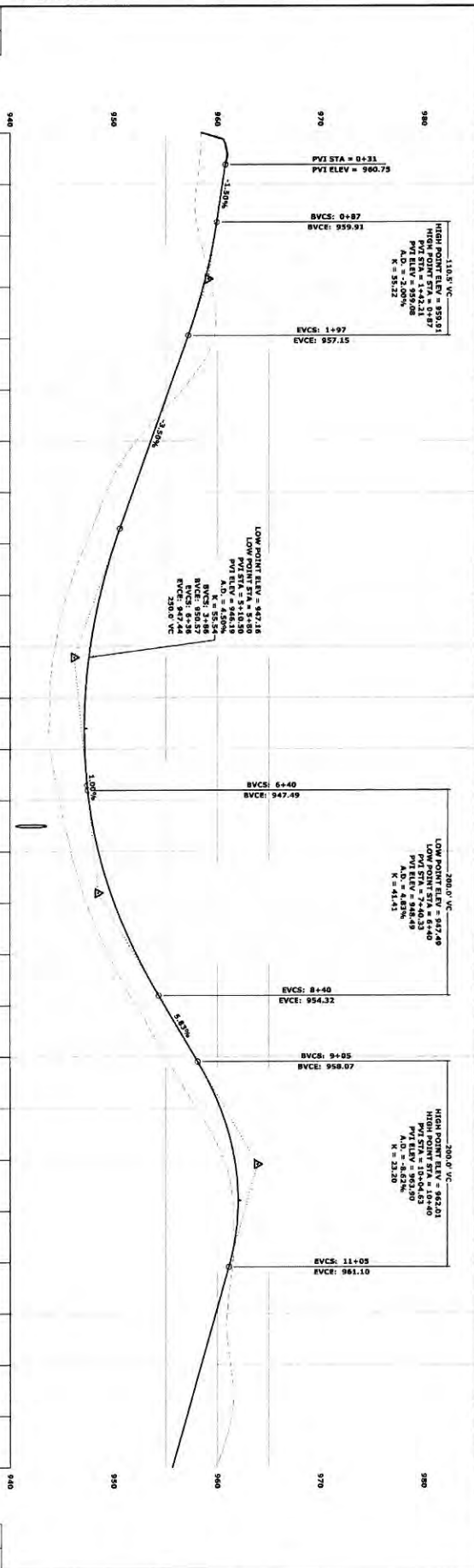
- TYPE-3 SEED MIXTURE - AC
- TYPE-4 TEMPORARY SEEDING - AC
- NATIVE GRASS SEED MIXTURE - AC

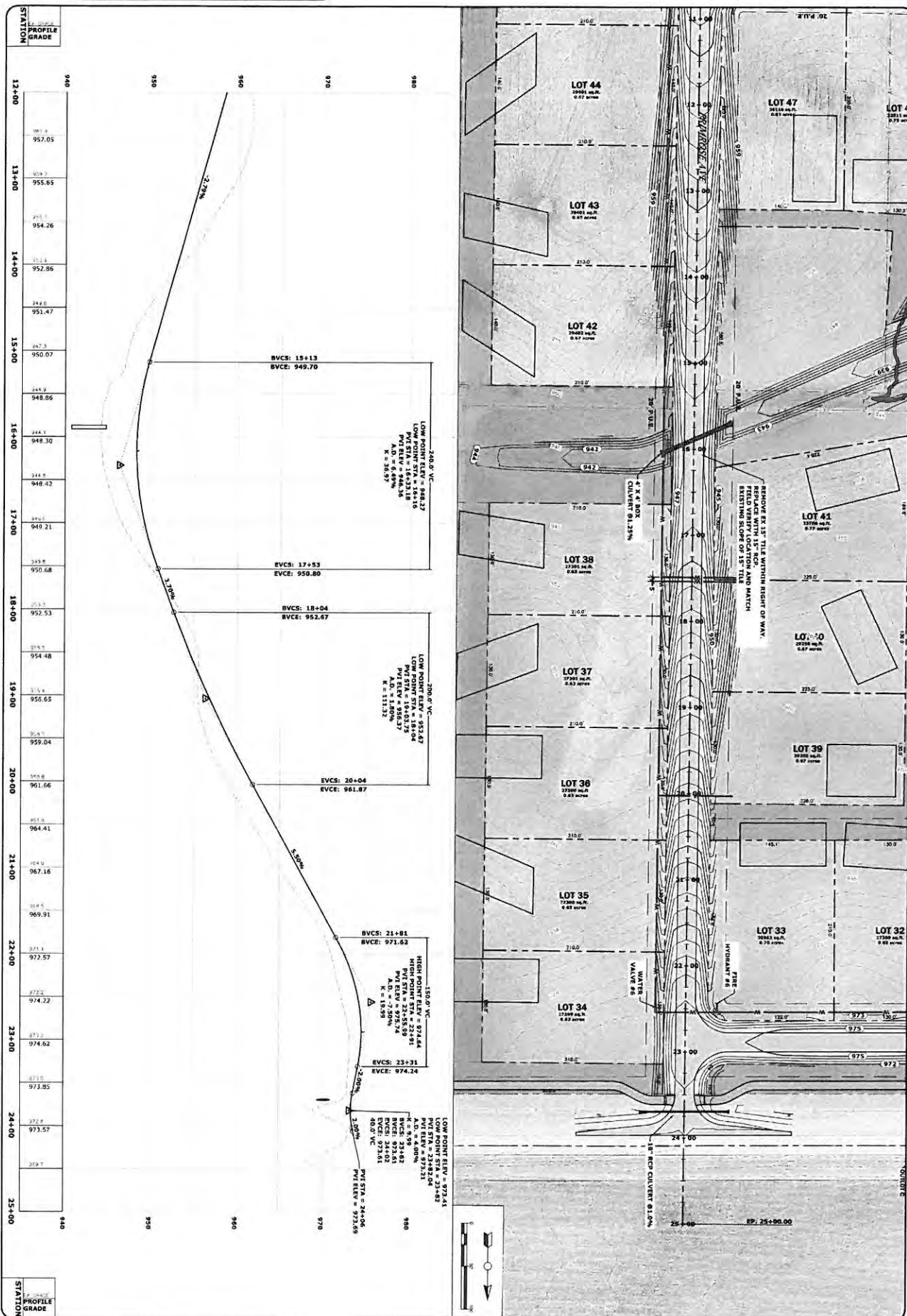
*ALL SEEDING IS PER SDAS STANDARD SPECIFICATIONS



DATE	REVISION		BY	DATE
		DESIGNED	JMG	04/20
		DRAWN	SRS	04/20
		CHECKED		
		LAST UPDATE: 04/23/20		

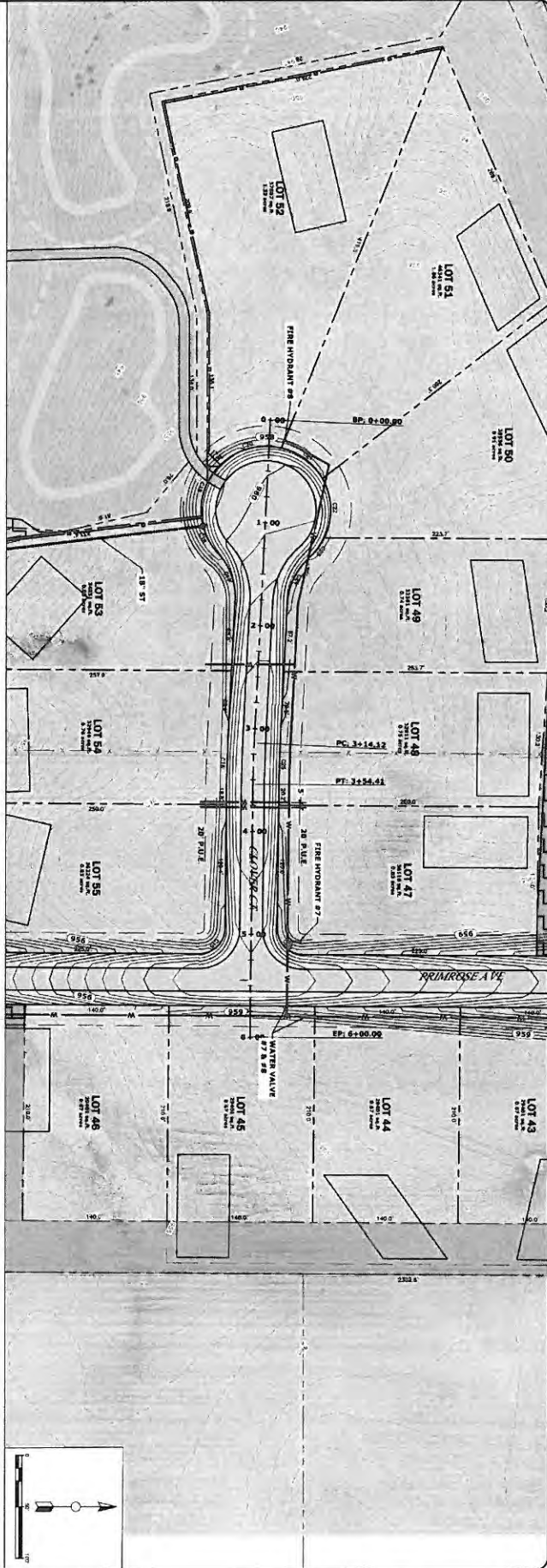
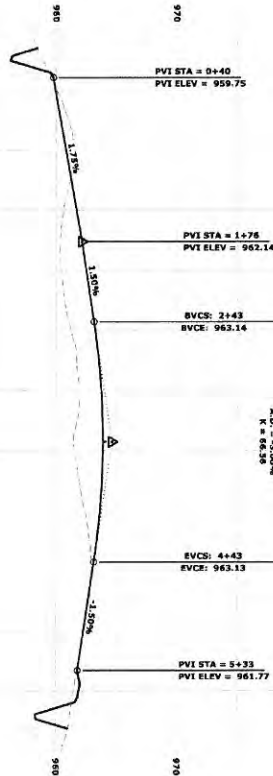






STATION
 PROFILE
 GRADE

STATION	PROFILE GRADE
0+00	959.92
1+00	960.80
2+00	961.67
3+00	962.49
4+00	963.24
5+00	963.75
6+00	963.88
7+00	963.64
8+00	962.9
9+00	962.03
10+00	962.7
11+00	962.27
12+00	961.4



STATION
 PROFILE
 GRADE

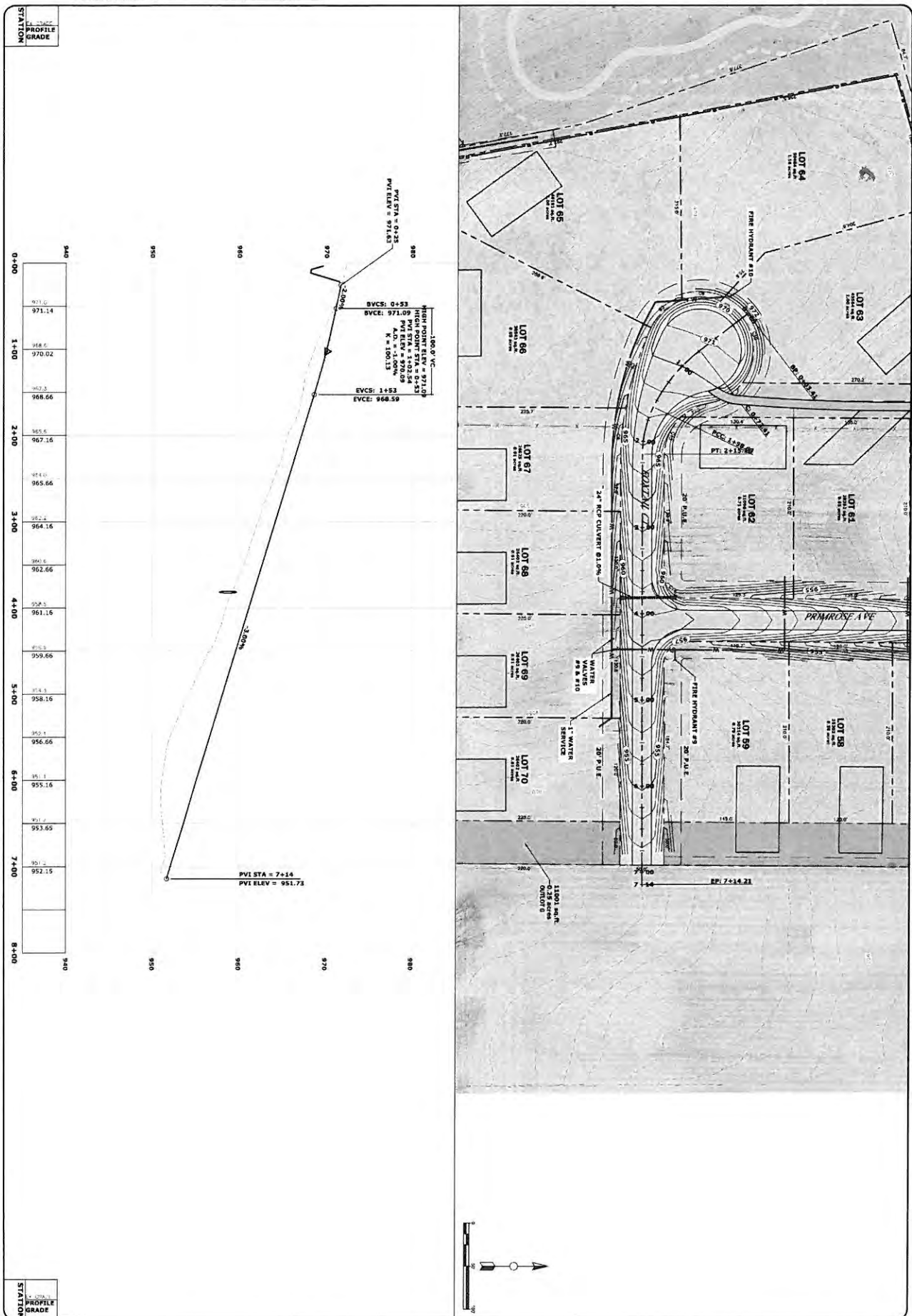
PPL1.6

CLOVER CT PLAN & PROFILE
 PRAIRIE VALLEY - MAJOR SUBDIVISION
 PRELIMINARY PLAT
 SE CORNER OF SOUTH AVE & 170TH ST
 STORY COUNTY, IOWA



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

DATE	REVISION	BY	DATE
		DESIGNED: JMG	04/20
		DRAWN: SRS	04/20
		CHECKED:	
		LAST UPDATE:	04/23/20



INSTRUMENT PREPARED BY:	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010

EASEMENTS

KNOW ALL PERSONS BY THESE PRESENTS:

That **THE QUARRY ESTATES, L.L.C.**, for good and valuable consideration, does hereby grant unto **STORY COUNTY, IOWA**, and its successors and assigns, public utility easements upon, underground, over or across the following-described real estate:

_____ ; AND,

_____ ,

all of the foregoing in **PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA**.

The undersigned further grants unto **STORY COUNTY, IOWA**, and its successors and assigns, conservation easements (as situated on each referenced lot, a "Conservation Easement") upon, underground, over or across the following-described real estate:

_____ ; AND,

_____ ,

all of the foregoing in **PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA**.

The undersigned further grants unto **STORY COUNTY, IOWA**, and its successors and assigns, protective subdrain easements upon, underground, over or across the following-described real estate:

_____ ; AND,

_____ ,

all of the foregoing in **PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA**.

The undersigned further grants unto the **STORY COUNTY, IOWA**, and its successors and assigns, stormwater easements upon, underground, over or across the following-described real estate:

_____ ; AND,

_____ ,

all of the foregoing in **PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA**.

The undersigned further grants unto the **STORY COUNTY, IOWA**, and its successors and assigns, access easements upon, underground, over or across the following-described real estate:

_____ ; AND,

_____ ,

all of the foregoing in **PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA**.

The undersigned further grants unto the **STORY COUNTY, IOWA**, and its successors and assigns, lateral field easements upon, underground, over or across the following-described real estate:

_____; AND,

_____.

all of the foregoing in **PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA.**

The foregoing rights are granted upon the express condition that the undersigned shall not erect or place within the easement areas identified herein any building or other structure or improvement, including, but not limited to, a retaining wall or fence, or any trees, shrubs, or other landscape plantings other than grass or comparable ground cover except with the consent of Story County, Iowa. Story County, Iowa shall have the right to trim or remove trees and shrubs within the easement areas identified herein to prevent damage to utility service lines of Story County, Iowa located within said easement areas. Any and all areas encumbered by a Conservation Easement shall be managed in such a manner consistent with: (a) the provisions of the Outlot Use Restrictions and Management/Ownership Agreement of even date herewith and filed contemporaneous with the Final Plat of Prairie Valley Subdivision First Addition, Story County, Iowa (the "Final Plat"); (b) the Restrictive Covenants and Regulations for Prairie Valley Subdivision First Addition, Story County, Iowa of even date herewith and filed contemporaneous with the Final Plat; and (c) applicable provisions of Chapter 457A of the Iowa Code and/or the Code of Ordinances of Story County, Iowa related to "conservation easements" and the requirements related thereto.

The foregoing rights are granted upon the express condition that the users of the granted rights will assume liability for all damage to the real estate described herein and any adjacent real estate caused by the failure to use due care in the exercise of the granted rights.

Dated this ____ day of April, 2020.

(SIGNATURE PAGE FOLLOWS)

**SIGNATURE PAGE OF
EASEMENTS**

THE QUARRY ESTATES, L.L.C.

By: _____
Kurt W. Friedrich, Manager

By: _____
Richard J. Johansen, Manager

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this ____ day of April, 2020, by Kurt W. Friedrich, as a Manager of The Quarry Estates, L.L.C.

Notary Public in and for the State of Iowa
My commission expires _____

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this ____ day of April, 2020, by Richard J. Johansen, as a Manager of The Quarry Estates, L.L.C.

Notary Public in and for the State of Iowa
My commission expires _____

DRAFT - WORKING COPY 04/23/2020

INSTRUMENT PREPARED BY:	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010

**RESTRICTIVE COVENANTS AND REGULATIONS FOR
PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA**

WHEREAS, the undersigned are the owners of Lots One (1) through Twenty-eight (28) ("Lot" or the "Lots") contained in Prairie Valley Subdivision First Addition, Story County, Iowa (the "Subdivision"); and

WHEREAS, all of the Lots shall be developed as residential lots and governed by these restrictive covenants and regulations; and

WHEREAS, for their own protection and for the benefit of subsequent owners of said Lots within said Subdivision, the said owner desires to restrict the use thereof in certain particulars;

NOW, THEREFORE, the parties hereto, in consideration of the covenants and agreements contained herein, by these presents, covenant, bargain and agree for themselves for their successors and assigns, as follows:

1. All Lots shall be known and described as residential lots and shall not be improved, used, or occupied for other than private single-family residential purposes.
2. All owners of Lots shall be members of Prairie Valley Property Owners Association, Inc. (the "Association"). The Association shall be governed by Bylaws and other organizational documents that set forth the duties and obligations of such owners with respect to the ownership of Lots within the Subdivision, including, but not limited to, the terms and provisions of the Outlot Use Restrictions and Management/Ownership Agreement (the "Management Agreement") (the Management Agreement is incorporated herein by this reference as if fully set forth) of even date herewith related to the Subdivision and applicable provisions within the County Code of Ordinances (as that term is defined herein) specifically related to development within a GB-C Greenbelt-Conservation District.

All outlots within the Subdivision that are owned by the Association (collectively the "Outlots" and individually, an "Outlot") and all lots within the Subdivision dedicated and conveyed to Story County, Iowa (the "County") as part of the platting of the Subdivision (collectively, the "County Lots" and individually, a "County Lot") that

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contain greenspace and/or Conservation Easements (as that term is defined herein) shall be managed as native prairie lots and plantings thereon shall be in strict compliance with the requirements of the SCCB (as that term is defined herein), and such management shall include, but not be limited to, mowing, haying, grazing, or by prescribed fire.

3. The residences to be constructed or to be permitted to remain on the Lots shall meet the following requirements:
 - a. One (1) story residences shall have a ground floor finished area of not less than one thousand three hundred (1,300) square feet.
 - b. One and one-half (1½) story residences or split-level residences shall have a ground floor finished area of not less than eight hundred (800) square feet and a total finished area on the ground floor and the second floor of not less than one thousand six hundred (1,600) square feet.
 - c. Two (2) story residences shall have a ground floor finished area of not less than eight hundred (800) square feet and a total finished area on the ground floor and the second floor of not less than one thousand six hundred (1,600) square feet.
 - d. The computation of the finished area shall not include porches, breezeways, or garages.
4. No Lot shall be subdivided for the purpose of constructing more than one (1) residence per Lot; however, parts of Lots may be conveyed to adjoining Lot owners for any other purpose. No structure or improvement shall be placed or otherwise maintained on any Lot in any area identified on the Final Plat of the Subdivision as an easement area or a setback area.
5. No building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition, change or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the managers, members or officers, as the case may be, of The Quarry Estates, LLC (the "Developer"), or by an Architectural Committee appointed by the Developer. The primary guidelines for approval are that the plans and specifications reflect harmony of external design and location in relation to surrounding structures and drainage patterns in accordance with the Storm Water Management Pplan (the "SWMP") submitted as part of the platting of the Subdivision. When dwellings have been constructed on all Lots within the Subdivision, the requirements imposed by this paragraph shall terminate.
6. The following restrictions shall also constitute covenants:
 - a. There shall be no mobile homes placed or erected on any Lot.

- b. No pre-erected dwelling shall be moved to any Lot.
- c. All dwellings must have, at a minimum, a double attached garage or double detached garage. No detached buildings or other structures, including, but not limited to, garages, storage or utility buildings, sheds, windmills, solar panel housing, or playhouses, shall be built on any Lot without the prior written consent of the Developer or the Committee, and if approved by the Developer or the Committee, any and all detached buildings or other structures must nonetheless match or be in harmony with the architectural style and color of the primary residence.
- d. No more than twelve (12) inches of concrete block, poured concrete or wood foundation shall be exposed on any building unless the exposed material is covered with brick, stone veneer or siding. Exposed foundations must be painted to blend with exterior wall finishes.
- e. All building structures or improvements of any kind must be completed within twelve (12) months of the commencement date of the construction. All excess dirt from the excavation shall be hauled from the Lot or used as a part of the final landscape plan. Any excess dirt, concrete or other debris may not be placed on other land within the Subdivision. **IF CONSTRUCTION HAS NOT BEGUN ON A LOT WITHIN TWELVE (12) MONTHS OF THE DATE ON THE DEED FROM THE DEVELOPER, THEN THE OWNER OF RECORD, AT DEVELOPER'S REQUEST, AGREES TO DEED THE LOT BACK TO THE DEVELOPER FOR NINETY PERCENT (90%) OF THE ORIGINAL PURCHASE PRICE WITH NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST AT THE TIME THE DEED IS CONVEYED TO THE DEVELOPER. DEVELOPER WILL PAY ONLY FOR DEED PREPARATION, RECORDING FEES AND TRANSFER TAXES. ON ISSUANCE OF AN OCCUPANCY PERMIT FOR A RESIDENCE, THIS RIGHT TO REPURCHASE SHALL TERMINATE AS TO THAT LOT.**
- f. All homes must be built by a recognized homebuilder, defined as a homebuilder who completes at least three (3) homes per year.
- g. All finished Lots and house grades shall conform to the Developer's grading plan which may be obtained from the Developer during construction.
- h. All mailboxes shall be placed in accordance with United States Postal Service regulations. Individual mailboxes will not be permitted. Cluster mailboxes will be provided by the United States Postal Service.
- i. No above ground or non-permanent swimming pool shall be permitted on any Lot.

- j. No building or structure of a temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.
- k. No recreational vehicle, camper, boat or truck rated larger than three quarters ($\frac{3}{4}$) of a ton shall be parked on a Lot for a period of time exceeding forty-eight (48) consecutive hours or for more than thirty (30) days in any calendar year.
- l. No rubbish containers shall be visible from the street except on pickup day and one (1) day before and one (1) day after pickup day. Construction waste containers shall be exempt from this provision; however, the builder or Lot owner shall be responsible for keeping the construction debris contained on the Lot and in the construction waste containers.
- m. No extension towers or antennas of any kind shall be constructed, modified or permitted on any Lot except television or radio antennas of less than ten (10) feet are permitted on dwellings or garages as long as they are not visible from the street. Satellite dishes in excess of thirty-six (36) inches in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.
- n. No noxious or offensive activities or odors shall be permitted on or to escape from any Lot, nor shall anything be done on any Lot which is or may become an annoyance or nuisance, either temporarily or permanently.
- o. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. Dogs must be tied, fenced or kept in a dog run or on a leash at all times.
- p. Within three (3) months after occupancy of the residential dwelling on any Lot, the yards shall be sodded or seeded. In addition to seeding and sodding, the builder or Lot owner shall expend a minimum of one thousand dollars (\$1,000.00) for landscaping. Landscaping shall include at least one (1) one and one-half ($1\frac{1}{2}$) inch caliper tree.
- q. All retaining walls shall be constructed of stone or masonry product. No wood landscaping timbers shall be used to construct retaining walls, except that window well retaining walls that are not visible above grade may be constructed using wood landscaping timbers.
- r. Roof materials should be slate, tile, cedar shakes, or composite shingles. Composite shingles shall be architectural grade, minimum thirty (30) year warranty. Shingle colors shall be compatible with and complimentary to the exterior materials and colors. White or white blend roof materials are not

acceptable.

- s. All outdoor light fixtures shall be designed, installed and maintained to prevent light trespass beyond the boundaries of the Lot. "Full cutoff" outdoor light fixtures which emit no light at or above the horizontal plane of the fixture shall be utilized for all dusk to dawn light fixtures exceeding three hundred (300) lumens and for all manually switched or occupancy sensor switched fixtures exceeding one thousand (1,000) lumens. Christmas lighting or other temporary outdoor lighting shall be exempt from this provision, but shall remain in place no longer than six (6) weeks annually.
- t. Each Lot owner shall keep the Lot free of weeds and debris and shall take all necessary steps to control erosion from the Lot. All Lot owners shall implement appropriate erosion control measures before, during and after construction. These measures may include silt fences, ground cover and seeding over exposed areas. If, in the opinion of the Developer, erosion is not properly controlled, corrective action may be taken and the costs assessed against the Lot owner.
- u. Chain link fences are not permitted. If a fence is installed, it must be a two (2) pattern fence. The plans for the fence shall be submitted for approval by the Developer in accordance with Paragraph 5. All Lots abutting any Conservation Easement (as that term is defined herein) or any County Lot or Outlot shall have, along the common property lines thereof, a three (3) rail split fence. If any said fence is installed to protect an Outlot, as identified in the Fence Plan (the "Fence Plan") submitted by the Developer with the Final Plat of the Subdivision, the construction of said fence shall be the responsibility of the Lot owner and shall be installed at the time of the construction of the dwelling on the Lot as a condition of any building or other permit. If any said fence is installed to protect a County Lot, as identified in the Fence Plan, the construction of said fence shall be the responsibility of the Developer. The owner of any Lot in which a fence is installed shall be responsible for the maintenance of said fence.
- v. Once a dwelling is sold and occupied, signage shall be limited to (i) address signage, (ii) owner identification signs, (iii) "For Sale" signs, (iv) "Garage Sale" signs, (v) special event signs (such as birthdays, graduations, or anniversaries, hereafter "Event Signs") (vi) political signs and (vii) other signs approved in writing by the Developer. "For Sale" signs shall only be displayed while a dwelling is for sale and must be removed the day following the closing of the sale. "Garage Sale" and Event Signs shall only be displayed one (1) day before the sale or event and during the sale or event and must be removed by the day following the sale or event. Political signs shall only be displayed up to two (2) weeks prior to an election, the day of the election, and must be removed by the day following the election. Political signs not related to an election shall be displayed for a maximum of two (2) weeks. Other signs permitted by the Developer shall be displayed for such times as authorized by the Developer. All signs shall be limited to no more than thirty-nine (39) inches in width by twenty-four (24) inches in height and

shall be professionally constructed. No hand painted signs will be allowed. Except for address and owner identification signs, no signs shall be erected on any building elevation, erected so that is visible through window or glass openings or, except for vehicles with professionally made business signage on the vehicles, attached to vehicles parked within the neighborhood.

- w. Any and all plumbing systems, septic tanks, and sewage disposal fields installed on a Lot shall comply with the standards, requirements, rules, or regulations of all applicable governmental authorities. Additionally, all existing field drainage tiles upon or under any of the Lots shall remain unobstructed and the free flow of water through said tiles shall not, in any manner, be restricted, blocked, or impeded. The existing drainage tile system shall at all times be preserved during the construction of residences or other approved structures on a Lot. Said drainage tiles are necessary for adjacent property owners and the proper repair of said drainage tiles is necessary to prevent drainage issues for adjacent property owners. Any drainage tile located during construction shall be repaired at the sole cost and expense of the Lot owner and the repair shall be observed by an engineer designated by the Developer prior to backfilling. Drainage tiles that need to be rerouted will be upsized to the next pipe size, but to a minimum of two (2) inches in diameter. Drainage tiles that are relocated around basements shall be a minimum of twenty (20) feet from the exterior of the residence, garage, or other approved structure. In no event shall a drainage tile run under a residence or other approved structure. The Association shall be responsible for the maintenance and repair of the subdrains identified in the Protection Subdrain Plan submitted by the Developer with the Final Plat of the Subdivision. Additionally, drainage tiles shall be a minimum of fifteen (15) feet from any septic system drain, tile, or tank.
- x. All wastewater systems must comply with all state and local regulations in effect at the time of installation and be approved by the Story County Health Department prior to construction of a residential dwelling on a Lot. Lot owners shall be responsible for the installation of any permitted on-site wastewater treatment systems. Mechanical on-site wastewater treatment systems shall be used only if soil-based secondary on-site wastewater treatment systems cannot be installed and operated and use of such mechanical systems shall comply with state law requirement of maintenance agreements. The Association shall contract for pumping, routine maintenance, and inspections every five (5) years of all on-site wastewater treatment systems by an inspector qualified to conduct septic system reviews in the County. The reports shall be forwarded to the Story County Health Department. Inspection fees shall be a part of the annual assessments of the Association. The owners of the Lots shall pay for all pumping, maintenance, and repair required to comply with all county and state regulations.
- y. The use or application of any fertilizer or lawn additive that contains phosphates is prohibited on all Lots.

- z. No Lot owner shall plant or grow, in any manner, any invasive plant species on a Lot. The Association shall not plant or grow on any Outlot, in any manner, any invasive plant species (as defined by the Iowa Department of Natural Resources Forestry Invasive Species Guide). All shrubs and trees on Lots or Outlots shall be native species. The Story County Conservation Board must preapprove the use of any seed mixes proposed to be used on any Outlot.
 - aa. The Association shall be responsible for the maintenance of the storm water management systems, as identified in the SWMP. Maintenance shall include the following: (i) visual inspection of the site to ensure that no erosion is occurring, (ii) visual inspection of on-site storm sewer during rainfall events to ensure they are properly working, (iii) removal of any sediment that has collected in designated storm water detention and/or retention areas and removal of any debris that may have blocked the outlet orifices, (iv) repair or replacement of any damaged structures designed to control storm water runoff and provided water quality measures for the site, (v) regularly mowing lawn areas (except with respect to native species areas), (vi) clearing detention facilities of any volunteer trees, and (vii) completing annual inspections of detention facilities and maintaining inspection reports for three (3) years.
 - bb. No debris, hazardous materials, household hazardous waste, or unapproved plants or soil shall be placed, at any time, on any Lot, Outlot, or County Lot.
7. Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Lot owner shall be the sole responsible permittee for the Lot with respect to compliance with the terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan that includes the Lot.

During the ownership of the Lot, the Lot owner shall protect, defend, indemnify and hold the Developer and other Lot owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys' and consultants' fees caused by, or in any manner related to: (1) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot; and/or (2) any alleged violation of any NPDES or storm water discharge rule or regulation.

8. For purposes of this Paragraph 8 the term "Conservation Easement" shall mean the definition referenced in Chapter 457A of the Iowa Code and/or the definition referenced with respect to "Easement, public" in Section 85.08(89) of the Code of Ordinances of Story County, Iowa (the "County Code of Ordinances"). The legal descriptions of any and every Conservation Easement granted to the County upon the platting of the Subdivision shall be noted on the Final Plat of the Subdivision and on an easement document to be recorded with the Final Plat of the Subdivision. Each Lot owner shall strictly comply with the restrictions set forth in Section 86.12 of the County Code of Ordinances and other provisions within the County Code of Ordinances specifically related to development within a GB-C Greenbelt-Conservation District with respect to any areas within the Subdivision encumbered by

a Conservation Easement. The Association shall be charged with enforcing said restrictions on any Lot not owned by the Association, and furthermore, the Association shall be ultimately responsible for the enforcement of said restrictions on any Outlots and/or as required under the Management Agreement. In furtherance of said charge, the owners of Lots shall be liable for dues to the Association in such amounts as the Association deems adequate to comply with the requirements set forth herein.

The erection or placement of any building or other structure or improvement, including, but not limited to, a retaining wall or fence, or any trees, shrubs, or other landscape plantings other than grass or comparable ground cover within any area of an Outlot or a Count Lot, or any area of a Lot identified as being encumbered by a Conservation Easement, is prohibited except with the prior consent of the County. Neither the Association or any Lot owner may mow, burn, spray, or engage in other similar management activities on the Outlots or the County Lots.

9. All of these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon all parties hereto, their successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.
10. In case of violation of any of the covenants, any person then owning a Lot in said Subdivision, the SCCB, and/or the County is authorized to resort to an action at law or in equity for relief, either by injunction or in damages, against the person so violating said covenants and is entitled to attorneys' fees and costs related thereto.
11. Invalidation of any of these covenants by judgment or court order shall in no way affect the validity of any of the other provisions, but they shall remain in full force and effect.
12. This instrument may be amended upon the recording of a written instrument executed by the owners of at least seventy-five percent (75%) of the Lots within the Subdivision. Any amendment to this instrument must be filed for record in the office of the Recorder of Story County, Iowa. For the purposes of this Paragraph 12, each Lot shall be deemed to have one (1) owner, and each said owner shall be entitled to one (1) vote for each Lot owned.
13. The provisions of this instrument and any amendments hereto may be extended for an additional period beyond the initial twenty-one (21) year period by the owners of seventy-five percent (75%) of the Lots within the Subdivision by filing a verified claim in the office of the Recorder of Story County, Iowa, within the initial twenty-one (21) year period. For the purposes of this Paragraph 13, each Lot shall be deemed to have one (1) owner, all as provided in the preceding paragraph.

Dated at Ames, Iowa this ____ day of April, 2020.

(SIGNATURE PAGE FOLLOWS)

**SIGNATURE PAGE OF
RESTRICTIVE COVENANTS AND REGULATIONS FOR
PRAIRIE VALLEY SUBDIVISION FIRST ADDITION, STORY COUNTY, IOWA**

THE QUARRY ESTATES, L.L.C.

By: _____
Kurt W. Friedrich, Manager

By: _____
Richard J. Johansen, Manager

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this ____ day of April, 2020, by Kurt W. Friedrich, as a Manager of The Quarry Estates, L.L.C.

Notary Public in and for the State of Iowa
My commission expires _____

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this ____ day of April, 2020, by Richard J. Johansen, as a Manager of The Quarry Estates, L.L.C.

Notary Public in and for the State of Iowa
My commission expires _____



March 13, 2020

Kurt Friedrich
Dotson Farm Plat
Gilbert, IA 50105

RE: Dotson Farm Plat Proposed Subdivision

Dear Kurt:

Please accept this letter as confirmation that the proposed Dotson Farms residential subdivision is within Alliant Energy service territory for gas service. Alliant is currently investigating options to service this property. The closest gas main is at 170th & George Washington Carver. And we are needing to work with Northern Natural Gas on the ability to increase gas capacity.

If Alliant Energy can not provide gas service at this time, then the subdivision has the ability to be serviced with individual Liquid Petroleum (LP) gas tanks.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacob Clark", written over a horizontal line.

Jacob Clark
Field Engineering Specialist II
Alliant Energy
1284 XE Place
Ames, Iowa 50014
515-268-3412

Amelia Q. Schoeneman

From: John Gade <jmg@foxeng.com>
Sent: Thursday, April 23, 2020 11:05 AM
To: Amelia Q. Schoeneman
Subject: Fwd: Dotson Farms - Story County Subdivision

[External Sender - Please Use Caution]

FYI...Alliant Energy is planning to supply Gas Service to Prairie Valley.

John Gade, P.E.
FOX Engineering Associates, Inc.
414 South 17th Street | Suite 107 | Ames, IA 50010
Office | 515-233-0000 | Cell | 515-291-2470
www.foxeng.com

From: "Paul Ryan" <RyanPaul@alliantenergy.com>
To: "John Gade" <jmg@foxeng.com>
Cc: "Clark, Jacob" <JacobClark@alliantenergy.com>
Sent: Thursday, April 23, 2020 10:55:40 AM
Subject: RE: Dotson Farms - Story County Subdivision

Hi John,

Our team has finally done finished our study on extending natural gas to the Dotson Subdivision. To extend gas main from GW Carver Ave along 170th west and into the subdivision along all new roads, we are looking at a figure around \$297,000.

This project would fall under an extension agreement signed by the developer which is good for 10 years. Under this agreement, as gas meter is installed to a customer there would be a refund of roughly \$1,114 per meter to the developer. Friedrich has done this agreement in the past so they should be familiar.

If you have any questions feel free to reach out to myself or Jacob

Thanks

Ryan Paul | TL Field Engineering

ALLIANT ENERGY
1284 XE Place | Ames, IA 50014
Office: (515) 268-3487 | Fax: (515) 268-3594
alliantenergy.com | ryanpaul@alliantenergy.com

From: John Gade <jmg@foxeng.com>
Sent: Thursday, March 12, 2020 11:26 AM
To: Paul, Ryan <RyanPaul@alliantenergy.com>
Subject: Re: Dotson Farms - Story County Subdivision

[This is an external email. Be cautious with links, attachments and responses.]

Paul,

We are submitting the Preliminary Plat this week. Can we please get a letter from Alliant Energy regarding servicing this property? This is a platting requirement.

Thanks for your help.

John Gade, P.E.
FOX Engineering Associates, Inc.
414 South 17th Street | Suite 107 | Ames, IA 50010
Office | 515.233.0000 | Cell | 515.291.2470
www.foxeng.com

From: "John Gade" <jmg@foxeng.com>
To: "Paul Ryan" <ryanpaul@alliantenergy.com>
Sent: Tuesday, March 3, 2020 1:21:22 PM
Subject: Fwd: Dotson Farms - Story County Subdivision

John Gade, P.E.
FOX Engineering Associates, Inc.
414 South 17th Street | Suite 107 | Ames, IA 50010
Office | 515.233.0000 | Cell | 515.291.2470
www.foxeng.com

From: "John Gade" <jmg@foxeng.com>
To: ryanpaul@alliantenergy.com
Cc: "Kurt Friedrich" <kfriedrich@friedrich-realty.com>
Sent: Thursday, February 27, 2020 5:49:15 PM
Subject: Dotson Farms - Story County Subdivision

Ryan,

Hope all is well. FOX is working with Kurt Friedrich on a proposed residential subdivision in Story County called Dotson Farms. The project is located at the SE corner of 500th Ave (County Line Road) & 170th Street. The development is approximately 1.5 miles west of Gilbert.

As part of the Preliminary Plat submittal to Story County, they require a letter from Alliant Energy acknowledging they will electrical and gas service the property (see example from Cameron Estates).

The development consists of 70 single family lots varying is lot size from a minimum of 0.60 acres to 1.0-acres. 100-acres will be dedicated to Story County as Greenbelt Conservation. The project is likely to be built in four (4) phases.

Phase 1: Lots 1-28
Phase 2: Lots 29-41
Phase 3: Lots 42-51
Phase 4: Lots 56-70

Thanks for your consideration and let me know if you have any questions.

John Gade, P.E.
FOX Engineering Associates, Inc.
414 South 17th Street | Suite 107 | Ames, IA 50010
Office | 515.233.0000 | Cell | 515.291.7470
www.foxeng.com

March 9, 2020

Story County Planning Department
900 6th St.
Nevada, IA 50201

To Whom it May Concern:

Xenia Rural Water District has reviewed the plat for Dotson Farms, a rural subdivision consisting of 70 single family homes located at the SE corner of 500th Ave and 170th Street in Story County. Xenia has the capacity to provide domestic water service to this property.

If you have any questions, please contact me at (515) 676-2117 ext. 116 or via email at ciben@xeniawater.org.

Sincerely,

Corey Iben

Corey Iben
HR & Administration Manager
Xenia Rural Water District



**GILBERT - FRANKLIN TOWNSHIP
FIRE & EMERGENCY RESPONSE
AGENCY**

**P.O. BOX 1
GILBERT, IOWA 50105**

March 3, 2020

To whom it may concern:

I've reviewed the images of the proposed development and acknowledge Gilbert-Franklin Twp. Fire Department will have the primary responsibility to cover the emergency response for this area, it is, after all, within Franklin Twp. and I would find it inappropriate to deny service.

I would like to mention that we are a volunteer fire & EMS department. Our members live and/or work (generally) in Franklin Twp., Gilbert & some in Ames. We respond via pager. I bring this up as a heads-up regarding the time involved with responding to the development area.

From the time we are toned out for a fire until someone reaches the station can be 2-5 minutes. Confirmed structure fires will be dispatched as a box alarm automatically paging mutual aid from Story City and Roland additional mutual aid can be called in from any number of surrounding departments. With this in mind, I would highly recommend all homeowners subscribe to, and have a monitored security system (such as ADT) installed & tied in with smoke detectors. Early, advanced alerting of a possible fire, especially in new construction, has a marked benefit of getting personnel & equipment moving before a fire can dig itself in without being noticed, or if no one is home. Most homeowners insurance providers offer discounts on the premium for having a monitored security service.

Medical emergencies will have similar response times, however some personnel do respond by personal vehicle. Our ambulance service is primarily out of Mary Greely Medical Center in Ames but we have occasionally had Story County Hospital in Nevada or Huxley Ambulance respond when Ames units are tied up.

I am aware other developments near this area have installed fire hydrants. If these are planned within this development, please be aware that we cannot pump directly from these into our fire engine to attack a fire - the negative pressure that would be subjected to the water main would be enough to collapse the main. What we can do is attach a hose to allow water to free-flow into a portable tank from which we would be pumping water. The rate of flow from the rural water is questionable. Mutual aid water tenders would also be dumping into this portable tank.

I look forward to seeing this project advance. Please keep me in the loop as it progresses.

Thank you.

David Zeisneiss

Chief

Gilbert-Franklin Twp. Fire Department

gffdchief1105@gmail.com

515-290-7145



To Whom it may concern:

The Dotson Farm development in Story County located at the southeast corner of 500th Ave and 170th St, is located within Midland Power Cooperative's territory. Midland Power will serve all lots located in the Dotson Farm development.

Sincerely,

Casey Huff
Director of Engineering

1005 East Lincoln Way
P.O. Box 420, Jefferson, LA 50129-0420
Phone (515) 386-4111 • Fax (515) 386-2385
www.midlandpower.coop

Your Touchstone Energy® Cooperative

The power of human connections®



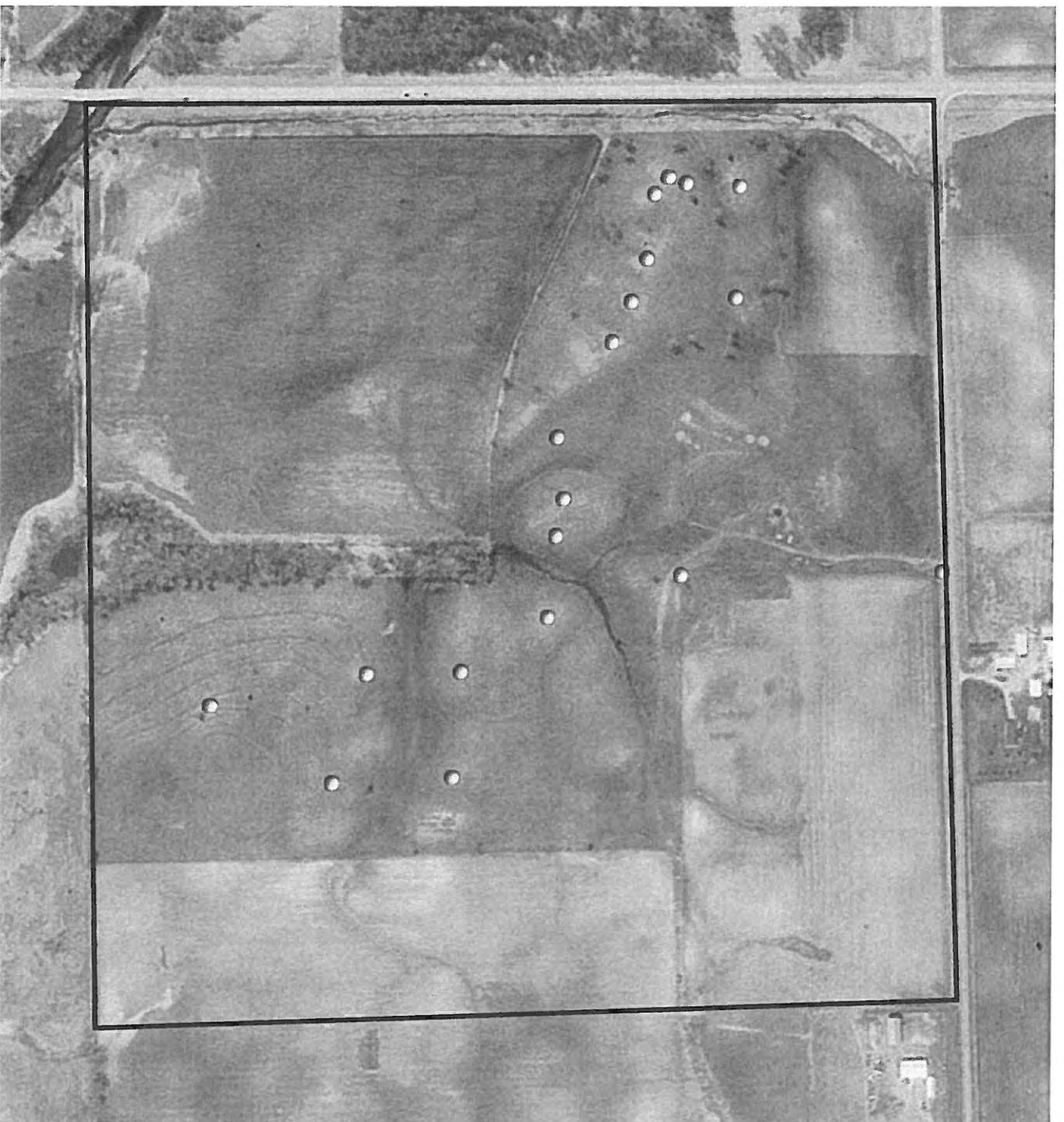


Figure 2. Aerial photo of Gilbert prairie site on April 15, 1994 from Google Earth. Point features on Fig. 1 are shown.



Figure 3. Historic aerial photos of Gilbert prairie site (blue boundary) on the following dates: a) 1930s, b) 1950s, c) 1960s and d) 1983. Images from the Iowa Geographic Map Server (<https://www.gis.iastate.edu/>).

To: Fox Engineering and Associates, Inc. (Scott Renaud)\

Story County Conservation Board (Mike Cox)

From: Dr. Thomas Rosburg, Department of Biology, Drake University

Re: Gilbert Prairie Survey

Date: November 6, 2018

On October 15, 2018, at the request of Mike Cox, Director of Story County Conservation, I conducted a late-season plant survey on a 160 acre site located 2½ miles west of Gilbert, Iowa. The property, which lies on the south side of 170th street and the east side of 500th avenue, is adjacent to the Story and Boone county boundary. It occupies the northwest ¼ of section 7 in T84N R24W. The farm site included cool-season pasture land, cropland, hayfields and land in the conservation reserve program.

I was accompanied by Mike Cox and several representatives of Fox Engineering and Associates. The purpose of the field survey was to determine if any evidence of prairie remnants could be located on the pasture portion of the property.

Populations of prairie indicator species were observed at several locations (Figure 1, Table 1). Eight species were recorded, four grasses and four forbs. The highest quality prairie remnants were those that supported these species, in order of highest to lowest quality – hairy grama, side-oats grama, fringed puccoon, rough dropseed, false gromwell and prairie sage. Although prairie three awn and whorled milkweed are also native prairie species, they are less indicative of a good prairie remnant. It is very likely that additional prairie species are present on these remnants. Mid-October is fairly late in the growing season for collecting plant community data. Spring and early summer species may have been present but too inconspicuous to observe. The presence of hairy grama is quite significant. It's a prairie species that characterizes the short-grass prairie which is located in the western Great Plains. In order to occupy plant communities in the tallgrass prairie region of Iowa, it requires specialized microenvironments that provide similar growing conditions as in the short-grass prairie – a habitat that is very dry and low in fertility. Hairy grama is known from 35 counties in Iowa (about a third), but it is always limited in its abundance and frequency.

The GPS data for the map points are presented in Table 2. Map points 1 and 2 are provided as reference points. Map point 1 corresponds to the fence post at the north end of the fence the separates the hayfield from the pasture. Map point 2 corresponds to the corner fence post located at the southwest corner of the hayfield.

The pasture is a typical cool-season grass pasture for Iowa. Predominate species observed include Kentucky bluegrass, yellow foxtail, white clover, dandelion, hoary vervain and common ragweed. Two plant communities were mapped as a polygon feature (Figure 1). A wet swale supported sedge species, bulrush species, blue vervain, foxtail species, curly sour dock and lady thumb smartweed. It was saturated with shallow standing water among hummocks. This area was probably a sedge meadow on the native landscape. The other area mapped is a cottonwood grove. Several cottonwood trees (DBH of 30 to 40 cm) were present, as well as some green ash and Siberian elm (both DBH of 10 cm). Other woody species were sapling-size willow species, gray dogwood and wild grape. The herbaceous layer was dominated by smooth brome. Also present was common milkweed, tall goldenrod, giant goldenrod, stinging nettle and horsetail. Although there was no standing water observed, the soil appeared to be saturated. The presence of the horsetail indicates a fairly wet soil or shallow water table.

Historic aerial photos are presented in Figures 2 and 3, from 1930 to 1994. The pasture appears to be intact in the series of years depicted in the aerial photos. The presence of terraces on the far south end of the pasture is seen for the first time in the 1960s photo. The terraces suggest that row crop agriculture may have occurred here at some time. If so, it must have been short-lived since prairie plant populations were observed. The 1980 aerial photo utilized infrared imagery, which is ideal for identifying prairie remnants. On an infrared image, pink to reddish color indicates actively growing vegetation (green). When the image is made in the spring (the image date for this one is May 15), the difference in cool-season and warm-season growth is very apparent. Cool-season growth, which has been active for several weeks by late April or May, stands out as being very pink. In a cool-season pasture, pink to reddish color will dominate. If prairie remnants are present, the warm-season grasses of the prairie, which are still dormant, impart a grayish hue to the image. In Figure 3d, grayish patches can be seen throughout the pasture. These are mostly associated with dry south- or west-facing slopes. These grayish areas also correspond to the locations of prairie remnants mapped in Figure 1.

In conclusion:

- 1) There is a significant native prairie component on this site.
- 2) The south- and west-facing slopes are the most important locations supporting prairie remnant populations.
- 3) The full extent of the quality of the prairie remnants cannot be fully determined at this point due to the lateness in the growing season.

Table 1. Prairie species observed at map points on Figure 1. Presence at a point is indicated with an "x".

	Map Points										
	3	4	5,6,7	8,9,10,11	12,13	14	15	16	17	18	19
Grasses:											
Side-oats grama	x	x	x	x	x		x		x		
Hairy grama			x	x							
Prairie three awn	x			x		x	x	x			x
Rough dropseed							x	x	x		x
Forbs:											
False gromwell	x	x	x				x	x	x	x	x
Fringed puccoon	x			x							
Prairie sage	x	x	x	x							
Whorled milkweed			x					x			

Table 2. GPS data for point features in Figure 1. All points are UTM Zone 15T, map datum WGS 84.

Map Point	Waypoint	Easterly UTM	Northerly UTM	Feature
1	50	442688	4661876	Reference-north end of fence line
2	41	442684	4661631	Reference-south end of fence line
3	49	442427	4661690	prairie remnant populations
4	48	442323	4661697	prairie remnant populations
5	47	442320	4661647	prairie remnant populations
6	46	442314	4661631	prairie remnant populations
7	45	442330	4661617	prairie remnant populations
8	44	442390	4661608	prairie remnant populations
9	43	442430	4661592	prairie remnant populations
10	42	442467	4661573	prairie remnant populations
11	32	442553	4661520	prairie remnant populations
12	33	442610	4661524	prairie remnant populations
13	34	442644	4661516	prairie remnant populations
14	35	442719	4661506	prairie remnant populations
15	36	442767	4661424	prairie remnant populations
16	37	442766	4661338	prairie remnant populations
17	38	442790	4661197	prairie remnant populations
18	39	442865	4661304	prairie remnant populations
19	40	442864	4661413	prairie remnant populations



Figure 1. Aerial photo of Gilbert prairie site (outlined with blue boundary) with features (yellow) observed during a field survey on October 15, 2018. Imagery date is October 2, 2015 from Google Earth.

RESOLUTION NO. 20-95
APPROPRIATIONS AMENDMENT

WHEREAS, Resolution No. 19-131 dated June 25, 2019 set appropriations by department for Fiscal Year 2020, and

WHEREAS, Resolution No. 20-14 dated August 27, 2019 amended appropriations by department for Fiscal Year 2020, and

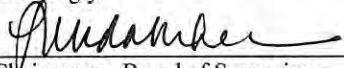
WHEREAS, Resolution No. 20-32 dated October 29, 2019 amended appropriations by department for Fiscal Year 2020, and

WHEREAS, Resolution No. 20-85 dated April 14, 2020 amended appropriations by department for Fiscal Year 2020, and

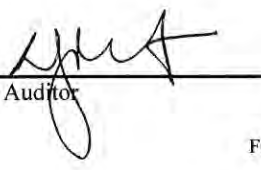
NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Story County, Iowa, to amend department appropriations by the following amounts:

<u>Dept# & Name</u>	<u>\$ Amount</u>	<u>Dept# & Name</u>	<u>\$ Amount</u>
01 – Board of Supervisors	15,300	02 – Auditor	48,025
03 – Treasurer	(1,000)	04 – Attorney	98,500
05 – Sheriff	201,200	07 – Recorder	7,900
08 – Animal Control	99,900	10 – General Betterment	1,245
20 – Engineer	1,293,335	21 – Veteran's Affairs	4,374
22 – Conservation	(140,009)	23 – Environmental Health	13,390
24 – IRVM	(8,209)	25 – Community Services	(61,671)
26 – Community Life	2,787	50 – Human Services Center	24,195
51 – Facilities Manager	43,150	52 – Info Technology	23,942
53 – Plan & Development	13,175	54 – Justice Center	28,399
60 – Mental Health	1,022,624	99 – Countywide	483,446

The above resolution was adopted by the Board of Supervisors of Story County, Iowa, on the 26th day of May, 2020 and the Auditor is directed to correct her books accordingly.


Chairperson, Board of Supervisors

Attest:

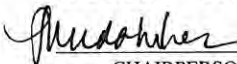

County Auditor

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 3 Nay 0 Absent 0


CHAIRPERSON Above tabulation made by B

Hiring Freeze Exemption Request

Position Title: Victim-Witness Interns Date Submitted: 5/20/2020

Division/Department: SCAO Preferred Start Date: June/2020

Requestor: Tim Meals Board Approval: _____

What job function will this position serve?

Our Victim/Witness Interns serve an essential role in our office in working directly with our victims/witnesses of crimes in collecting restitution information for submitting with the case, keeping them informed of upcoming trial dates, assisting with questions prior to court, etc.

Why do you consider this position to be essential?

Full-time staff is not able to perform this function due to the other duties they perform on a daily basis. The interns are crucial in being able to correspond with victims and witnesses as their case goes through the court process.

What are the consequences if this position is not filled?

We won't have the ability to perform this essential function to our victims and witnesses of cases due to lack of staff availability. When courts open back up beginning in June/July we will be bombarded with hearings, trials, and many other items that we will need to be corresponding regularly with our victims/witnesses. Annually we employ anywhere 3 to 5 interns at a time to assist with these job duties and without them, there will be a huge loss of the personal contact being made with our victims/witnesses.

Is it possible for the job responsibilities to be performed by other staff?

No

APPROVED
Board Member Initials: AM
Meeting Date: 5/26/2020
Follow-up action: _____

What are the funding sources for this position?

We have an Extra Help line item in our budget for these positions. ~~We are needing to hire 3 interns at this time.~~

How will the department/office manage its work if this position is not authorized?

As stated above, we will lose the essential function of being able to keep in close contact with our victims/witnesses as their cases go through the court system in keeping them up to date on their case.



Board of Supervisors

Story County, Iowa

Open Records Policy & Procedure

Approval Date:

05/26/2020

Effective Date:

05/26/2020

Revision No:

04

Reference: BOS Minutes:

Initially Adopted: 03/06/2012

Distribution:

County Website, Intranet, S:drive and Policy Book

General Policy Statement

This policy is intended to implement the provisions of Iowa Code Chapter 22 by providing assistance to citizens requesting examination of public records and to employees in fulfilling those requests. The goal is to assist citizens making requests and assure that responses to open records requests are made appropriately and timely.

Scope

This policy is applicable to the following:

All departments responsible to the Story County Board of Supervisors;

All offices responsible to a county elected official whom adopt this policy.

*The offices of the Attorney, Auditor, Recorder, Sheriff and Treasurer are elected offices. These elected officers are vested with unique discretion to carry out the legal duties and responsibilities of their office. As such, they may exercise a degree of independence to set the policies and procedures of their respective offices. These elected officers may adopt this policy but may also independently set policy for their office concerning the production of public records.

Purpose

Story County* is committed to the concept of open government exemplified by Iowa Code Chapter 22. Records that are not defined as public records or have been deemed confidential pursuant to statute are not required to be released in response to a request. Iowa Code Chapter 22 lists or describes no fewer than 65 categories and types of potential documents and information exempt from the open records law unless otherwise ordered by a court, by the

APPROVED
Board Member Initials: *MM*
Meeting Date: *5-26-2020*
Follow-up action: _____

lawful custodian of the records, or by another person duly authorized to release such information. Other portions of state and federal law may also govern access to public records.

Documents, instruments and records [see Iowa Code §§331.601A(2), (3) & (8)] maintained by a county recorder, as well as fees set by the Story County Recorder for research and retrieval of documents, instruments and records filed with or maintained by the Story County Office of Recorder, are exempt from this policy.

Provisions

Making a Request for Public Records. Requests for access to public records may be made in person, in writing, by telephone or by electronic means. Citizens are encouraged, but not required to make requests in writing. The form accompanying this policy is for convenience only. Anyone may make a request for public records without providing identification, reason or motive for the request. For assistance in making a request for examination or copying of public records, the public is invited to contact the county public request liaison at:

Public Information Request
900 6th St, Nevada IA 50201
c/o Sandra King,
Ph. 515-382-7243, Fax 515-382-7206,
E-Mail: sking@storycountyiowa.gov

Responding to Requests. Requests for access to public records may be made in person, in writing, by telephone or by electronic means. Employees may not ask why the record is being requested nor require the identity of the requestor, but should try to get as much information as possible about what is being requested and how the requestor wishes the response transmitted to them. A requesting party may be encouraged but is not required to use the request form accompanying this policy. The department/office having custody of the record will be primarily responsible for producing a response to the request for the county public request liaison.

An employee receiving a request in person or by telephone should immediately reduce the request to writing noting the specifics of the information requested, the date and time of the request, whether the request is for copying, inspection or both and how the requestor expects the request fulfilled. Requests made in person may be filled while the requestor is on premises if the material is accessible on-site and known to not be confidential. All other requests should be forwarded to county public request liaison Sandra King, and the employee's supervisor.

Upon receipt of a request for access to public records, supervisory employees should promptly take all reasonable steps to preserve the public record while the request is pending. Requests will be fulfilled as soon as possible, but no longer than within ten (10) business days, unless there are questions about the confidentiality of the record being requested. The Iowa Code allows for a twenty (20) calendar days delay to determine whether a record is confidential. If possible, information contained in record that is deemed confidential by law should be redacted so that the remaining record may be disclosed.

If the public record requested does not exist, this fact should be communicated to the requestor in writing or by electronic means. The record sought may be provided in the form in which it is maintained by Story County provided the information contained in that form is readily accessible to the requestor once in their custody. If the request involves research or delay beyond 10 days is reasonably expected, this should be communicated to the requestor.

Availability. Public records will be available for public examination and/or copying during customary office hours, which are 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding designated holidays. Immediate access to records may be affected by good faith efforts to identify and locate the correct records; or determine whether the request seeks disclosure of confidential records; The requesting party should be promptly notified if any delays are experienced or expected.

Fees. Reasonable fees will be charged to the requestor for the actual costs of producing a public record for inspection and/or copying. Departments under the auspices of the Board of Supervisors will charge fees according to the schedule appearing below. If the estimated total fees exceed \$50.00 the requestor must agree to prepay expected fees. Estimated fees and payment terms must be clearly communicated to the requestor as soon as possible. The following fees will be charged:

1. \$.10 per page fees for black/white photocopying.
2. \$.25 per page for color photocopying.
3. Actual mailing costs.
4. Actual cost of media (CD, DVD, Tape, Film, etc.).
5. Actual cost of employee time to supervise the examination of a public record, if over one hour.
6. Actual cost of employee time to retrieve a public record, if over one hour.

Compliance. Requests and responses for examination of public records or copies of records shall be documented by giving to the department head/elected official and public request liaison, all information and documentation concerning the request, the employee responding to

the request, the information requested, and full copy of the dated response. The county public request liaison will maintain responses in a central location.



REQUEST TO EXAMINE AND/OR COPY
PUBLIC RECORDS

Visit us online at: www.storycountyiaowa.gov

Use of all, part or none of this form is optional and has no bearing on the response you will receive.
Requests of an anonymous nature will also be honored. This form is merely offered for convenience only.
Please note that this form is not confidential and may itself be subject to public disclosure pursuant to Iowa
Code Chapter 22.

Requestor's Name _____

Address: _____

City /State/Zip: _____

Phone Number: _____

E-mail Address: _____

Description of Record or Information Requested: (be as specific
as possible): _____

Please tell us if you would like the record copied and sent to you by mail, whether you will pick it up or
whether you would simply like to examine it. _____

Signature of Requestor

Date of Request

**You may expect a response to a request for non-confidential public information within ten (10)
business days.**

Office Use Only:

Date Received:

Response Date: _____ Records Available? Yes / No

Copies Made? Yes / No How Many? Fees Charged: \$

If request denied, provide reason: _____



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

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

APPROVED
Board Member Initials: *me*
Meeting Date: *5/26/2020*
Follow-up action: _____

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Jerry L. Moore, Planning and Development Director
RE: Ames Urban Fringe Plan Discussion (AUFPP) – Preliminary Discussion on Future Amendment
MEETING DATE: May 26, 2020

Overview

With the 2021 expiration of the Ames Urban Fringe Plan (AUFPP) and upcoming completion of the Ames 2040 Comprehensive Plan, Planning and Development Staff see an opportunity to begin discussions about amending the AUFPP and the land use framework map. The purpose of this memo is to provide the Board of Supervisors with background information on the creation and purpose of the Ames Urban Fringe Plan, recent impacts and changes to the plan, previous comments on the plan from the Board of Supervisors, Planning and Zoning Commission, and Planning and Development Staff, and to share the input on the AUFPP from the Planning and Zoning Commission from their May 6, 2020 meeting.

May 26, 2020 Board of Supervisor's meeting

At the May 26 Board of Supervisors meeting, Planning and Development staff would like to provide a brief summary of the AUFPP, discuss any questions the Board may have on the AUFPP and specifically discuss policies/goals, the 28E Agreement, the Land Use Framework Map, and the general strengths and weaknesses of the plan. Planning and Development Staff also welcome direction on future communication to the City of Ames and City of Gilbert regarding the County's proposed items to consider for amendment of the plan, 28E Agreement, or Land Use Framework Map. We would also like to discuss and take direction on preparation of the joint meeting with the Planning and Zoning Commission and Board of Supervisors, and on the process to work with the City of Ames and the City of Gilbert on the AUFPP plan amendment process, and ideas on the public outreach component of the AUFPP amendment process.

May 6, 2020 Planning and Zoning Commission Meeting Input on AUFPP

Cheryl Moss – supported and appreciated comments numbers two and five from the March 26, 2019 letter from the Board of Supervisors to the Cities of Ames and Gilbert. Number two addresses the need to including planning for housing, work of the Story County Housing Trust, and Urban Growth Areas of the C2C Plan and number five identifies the need for information about and transparency on the issues with rural water buyouts and cities plans to annex and provide full city services and expectations on developers/property owners.

Jonathon Sherwood – had a question about the current east AUFPP boundary and why the north boundary extends partially into City of Gilbert. Jerry informed him that the east boundary was changed



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when the 1300 acre land use area was changed to Planned Industrial and the north boundary represents a 2 mile limit from Ames and it includes a watershed protection area.

Marvin Smith – commented on Guiding Principle number 2 from the AUPF about how the entities are to work together to preserve agricultural lands and protect rural lands from unplanned, rural single-family development and other forms of inefficient urbanization. He said this was interesting as the landowners are often not interested in developing their land. Marvin next commented on the Rural Transitional Area and specifically The Irons development and how after several years it still is not annexed into Ames and the property owners are still without City infrastructure. He commented that there should be policies in place that address a timeline to complete the annexation and City infrastructure and services or there should be consequences. He lastly commented that the AUPF needs to better address transportation planning and the impacts of development on existing public roads and who and how road improvements are paid for.

Kathy Mens – commented on number 6 from the March 26, 2019 Board letter that she was concerned about the IDOT closing the at-grade crossings of public roads on U.S. Highway 30. She said farmers depend on these intersections with their farming operations.

I. AUPF Expiration

The Ames Urban Fringe Plan & 28E expires July 11, 2021. To show support for the current plan and interest in working with the Cities of Ames and Gilbert, the Board of Supervisors adopted resolution number 20-64, February 18, 2020. The City of Gilbert adopted resolution 2020-03-02 March 2, 2020, supporting the same. According to the Ames Planning and Housing Director, this matter will be addressed by the Ames City Council this month.

II. AUPF Background

Ames Urban Fringe Plan -AUPF is a land use planning and growth management plan between the Cities of Ames, Gilbert, and Story County. As the Cities and the County updated and adopted new regulations, it became clear the need to adopt consistent planning objectives to manage development and preserve natural resources and prime agricultural land.

While there was cooperation between the three entities, the AUPF was created in 2006 as a way to address previous concerns regarding overlapping of regulations, inconsistencies among different policies on land uses, and impacts of development on rural/agricultural activities. Also, state law delegates authority to cities to plan for land uses outside their corporate limits and also subdivision plat review authority within 2 miles of their corporate limits. It took multiple years to adopt the AUPF and the 28E Agreement.

Through input obtained from the general public and collaboration with the entity partners, the following **six Guiding Principles for Cooperative Planning** were established.



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1. Recognizing that population and economic growth is likely, Boone County, Story County, the City of Ames and the City of Gilbert will strive towards intergovernmental coordination for successful planning within the Ames Urban Fringe.
2. Boone County, Story County, City of Ames and City of Gilbert seek to work together to preserve agricultural lands and protect rural lands from unplanned, rural single-family development and other forms of inefficient urbanization.
3. Boone County, Story County, the City of Ames and the City of Gilbert will work together to ensure that future development will be directed and targeted towards identified growth areas, as identified in a shared fringe area land use plan.
4. Boone County, Story County, the City of Ames and the City of Gilbert seek effective and efficient management of growth. Growth shall be managed by each government entity in order to minimize negative impacts to another affected governmental entity.
5. In efforts to establish an orderly transition of land uses from urban to rural (as well as rural to urban), Boone County, Story County, the City of Ames and the City of Gilbert seek to work together to delineate areas of responsibility and come to a common agreement on the definition of rural and urban land uses.
6. Boone County, Story County, the City of Ames and the City of Gilbert seek to establish growth policy with the Ames Urban Fringe compatible with ecological systems. It is commonly understood by each governmental agency that future growth will be compatible with natural resources. Environmental resources shall be protected.

The Seven Common Goals for the Urban Fringe were established.

1. To provide a balanced mix of land uses that is arranged to avoid conflicts and to maximize efficient delivery of municipal and county services and facilities.
2. To prevent premature development and preserve the highest value farmland in appropriate locations.
3. To provide a variety of housing opportunities in the Ames Urban Fringe in appropriate locations.
4. To provide adequate opportunities for commercial and industrial development in appropriate locations.
5. To coordinate development decisions with the efficient provision of public facilities and services.
6. To protect and preserve sensitive natural resources, including floodplains, woodland areas, wetlands, and other sensitive natural areas.

In response to the adopted principles and goals, three main land use categories were created including 18 specific land use designations, each with specific policies. The main Land Use Categories include:



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Rural Service and Agricultural Conservation Area, Rural Urban Transition Area, and Urban Service Area.

Key Land Use Designations shown on Land use Framework Map

Agriculture and Farm Service - predominant land use with the AUFPP

Policies focus on preserving this land and it is considered to be moderate to high agricultural land. Support commercial and industrial uses that are dependent upon agricultural land uses. Limit nonagricultural uses. Discourage residential subdivisions.

Natural areas - shown along rivers, creeks/streams, drainageways and flood plain areas. These areas provide habitat for wildlife, minimize storm water run-off, stabilize soils, modify climactic effects, and provide visual attractiveness and recreation.

Urban Residential - substantial amount of areas adjacent to both Cities are designated. Policies indicate these areas support density of 3.75 conventional single-family/suburban residential units per acre, density of 8 traditional village units per acre, and 10 conventional suburban/medium density units per acre. Annexation is required, under urban infrastructure and subdivision standards, including ROW standards, development agreements before land is developed or subdivided, and mitigation of stormwater management and soil erosion according to IDNR and City standards.

Rural Residential - areas north of Ames. Policies support maximum average net density of one residential unit per acre. Full urban infrastructure standards are not required. Decentralized wastewater treatment facilities and wells shall meet IDNR, County and City standards. Encouraging clustering of residential sites to limit infrastructure costs and distribution of public services. Protect natural resources and mitigate stormwater management and soil erosion. These subdivisions are developed in the County. Cameron Estates is located in Rural Residential.

Rural Transitional Residential - areas are located north of Ames. Policies support 3.75 residential units per acre for single-family and two-family residential. Locate in areas where land uses will orderly and efficiently transition into City's corporate limits. Encouraging clustering of residential sites to limit infrastructure costs and distribution of public services. Require full urban infrastructure standards either at the time of development or infrastructure assessment agreements. Decentralized wastewater treatment facilities wells to meet IDNR, County and City standards. Agreements required for when property is annexed, the developer or landowner is responsible for full cost of abandoning rural systems and connecting to urban infrastructure. Require annexation agreement and developer agreement for intense development. Developments are permitted to remain in the County until annexed. The Irons subdivision is located in Rural Transitional Residential.

Two types of commercial nodes are shown in seven areas of the map.



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Community Commercial Node - policies support uses to be more selective such as shopping and service uses and not to exceed 40 to 75 acres total, buildings 100,000 to 800,000 sq. ft., locate at intersections of arterial streets with highways, require annexation before development or subdivision, require urban infrastructure and subdivision standards, and require land development agreements.

Convenience Commercial Node - policies support suburban residential developments and between 2,000 to 3,000 people within one to two miles, land area between one and ten acres, uses serve neighborhood needs, buildings not to exceed 35,000 sq. ft. and a cluster of buildings not to exceed 100,000 sq. ft., locate on collector streets, cluster uses to reduce infrastructure cost, if the City does not require annexation before development require annexation and development agreements, temporary common wastewater system meeting IDNR, common water such as well or water meeting City standards including agreements when property annexed the developer and/or landowner must pay cost to abandon rural systems and connect to urban infrastructure.

Planned Industrial – These areas include the area north of the east Ames industrial expansion area east of I-35 and north of HWY 30 and southwest of the City of Gilbert. These uses are strategically located to minimize environmental impacts and conflict with residential land uses. Policies indicate that uses are clustered/industrial park uses and larger in scale than most general industrial uses. Locate near limited access thoroughfares and/or major railroad systems to accommodate transportation of industrial goods and services. Support in areas where suitable infrastructure and services are available and require annexation and compliance with municipal regulations, zoning, land use policy, subdivision and building codes. Require buildings to front major thoroughfares and landscaping and earthen berms to buffer parking, outdoor assembly, storage yards, and loading areas.

III. 28E Agreement – Adopted July 11, 2011, and provides greater clarification to entity staff and applicants about process. Key items of the agreement are as follows.

County Zoning – Nothing in this Agreement shall be construed or applied to limit the County's legislative authority or discretion in adopting or amending its land use regulations.

Official Zoning Map of Story County – County shall not take action on any request to amend the Official Zoning Map of Story County within the Fringe Area when such request is accompanied by a request to amend the Plan. Such request to amend the Plan shall be acted upon by all cooperators before action is taken on the rezoning request.

Subdivisions

Rural Service and Agricultural Conservation Area Designation – Cities agree to waive their extra-territorial subdivision authority and design and improvement standards.



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Rural/Urban Transition Area Designation – cooperators apply subdivision review procedures See Attachment A – in Rural/Urban Transitional Areas – the three jurisdictions acknowledge the primacy of Cities interests in regulating development in areas that Cities may, at some future moment, annex. Therefore, Cities are tasked with giving primary review and if appropriate, approval of any proposed division of land, except for Agricultural Subdivisions, which shall remain the sole province of the County.

Cities waive review authority in Rural Service and Agricultural Conservation Areas and the County waives review authority in Urban Service Areas.

Urban Service Area Designation- County agrees to waive subdivision authority.

Annexation – generally cities shall not review annexation requests until the area is designated Urban Service Area. Cities are to consider comprehensive plan policies, contiguity to the City limits, proximity to City services, cost to extend City services, fiscal impact and funding sources for providing City services, and development needs of the City.

Amendments to Plan – See attachment C

1. Applicant sends letter to City of Ames
2. Ames staff forward request to Gilbert and County staff
3. Majority of entities must support allowing application submittal
4. Application is submitted for review by applicant
5. Joint staff meeting and preparation of staff report (coordinated by Ames Staff)
6. Each jurisdiction prepares notices
7. All Planning and Zoning Commissions review and make recommendation
8. Requires support by all three entities (City Councils and Board of Supervisors)

IV. Significant changes to and/or impacts to AUPP - last three years

1. Land use change and annexation to Planned Industrial of 1,300 acres located east of I-35, north of HWY 30 and south of the railroad right-of-way. This also involved an AUPP boundary change to reduce the east limit to 590th Avenue to more accurately reflect the contiguous corporate limits boundaries of the Cities of Ames and Nevada. Consistent with the AUPP policy, the 1,300 acres were annexed into the City of Ames.
2. The Irons residential development that includes single-family and two-family dwellings located around the Ames Golf and Country Club. The area is designated Rural Transitional Residential and Parks and Recreation and is waiting for future annexation.
3. Cameron Estates third phase adding two additional lots. Consistent with the policies, the Cities waived their right to review the development, the area is designated Rural Residential and will remain in the County.
4. Story County adoption of Transportation Impact Analysis Ordinance
5. City of Ames sanitary sewer study



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6. Planning and Development Department land use study between Ames and Gilbert. Key factors that contributed to this being a Work Program item was:
 - a. Construction of Gilbert High School
 - b. Traffic on Hyde Avenue
 - c. Paving of Hyde Avenue from Ames to Gilbert
 - d. Increased zoning permit and rural subdivision activity
 - e. Ames sanitary sewer study

Recommendations from review

Planning and Development staff identified five recommendations and several areas in the Plan area where future growth and opportunity could occur given support from landowners, favorable market conditions, and support from the other entities. Recommendations were:

1. Recognize a residential market segment seeking large lots in a rural setting and support rural residential developments on existing parcels and parcels contiguous to existing rural residential development, including AUPF Map Amendments and rezonings where needed.
2. Support the annexation and development of Urban Residential designated areas for both cities and the development of the Urban Growth Boundary for the City of Gilbert as identified in the C2C Plan).
3. Support the addition and/or expansion of commercial nodes.
4. Support a new Urban Growth Boundary (as in the C2C Plan Future Land Use Map) north of the Ames corporate limits. Future applications in this area would follow the City's plans and agreements for annexation and develop under the City's regulations or if deferred by the City, applicants will develop under County standards.
5. Support plan amendment to allow one additional lot and dwelling through the Residential Parcel Subdivision submittal process when existing dwelling is located on parcel in the Agriculture and Farm Service areas, consistent with other areas in the County that are outside of the AUPF area.

Planning and Zoning Commission comments from April 4, 2018 meeting about the Planning staff review.

1. If we are looking at growth opportunities in the north AUPF area, something needs to be done to address the many names for Hyde Avenue as it is confusing to motorists.
2. A map showing more specific information on the number of parcels and acres for each of the opportunity areas would be helpful to more closely pinpoint the exact locations identified in the recommendation.
3. The information and recommendations in this memo can serve as Story County's talking points and how we want to shape future discussions about proposed AUPF map amendments going forward.
4. Why aren't there recommendations related to transportation planning?



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5. George Washington Carver, Hyde Avenue, HWY 69 are the main north/south roads in the area and they are experiencing vehicle capacity issues. We need to look at transportation planning in the north area collectively and not just when a development is proposed. (Staff made reference to current Transportation Impact Analysis Ordinance amendment initially considered by the Planning and Zoning Commission)

V. Growth trends in unincorporated Story County (last 3 years)

While improvements are noted quarterly throughout the County, a significant amount of the development applications and zoning permits over the last three years occurred within or near the AUPF. This likely reveals a few things; a significant portion of the County's population resides in this area, and this is where a substantial amount of existing improvements have been made, which translates into interest in the area.

VI. Planning & Development staff & PZC Chair meeting with Ames 2040 Comp Plan consultant RDG Discussion points

1. Background of the AUPF and expiration in 2021
2. The Plan's policies have provided direction on how each of the three entities are to respond to requests
3. Feedback received by property owners and developers regarding the process with three entities
4. The impact of the east industrial land use designation change
5. The north review of the AUPF conducted by the Planning and Development Department
6. Transportation planning, the county's Transportation Impact Analysis ordinance, and three north AUPF dangerous intersections
7. Housing, including the Story County Housing Trust and urban growth areas in the C2C Plan
8. Park and trails planning

VII. March 26, 2019 letter from Board of Supervisors to Ames and Gilbert addressing AUPF concerns. (Clarification is added by Planning and Development Staff.)

1. Bring MPO planning into AUPF. Include cities/county plans and MPO plans in AUPF mapping and policies (comprehensive approach to review projects and their impacts).
2. Housing, including the work of the Story County Housing Trust, and urban growth areas in Cornerstone to Capstone (C2C) Plan.
3. Reviewing whether Urban Residential Areas match-up with growth projections. Do these areas match up with Ames' growth projects?
4. Reviewing Growth Priority Areas. How will current planned growth areas from Ames 2040 Plan match up/impact AUPF?



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5. Consider adding policies to address rural water and provisions of full city services to Urban Services Areas. AUPF is silent on rural water and interest in transparency in impact to landowner/developers in buyouts and meeting rural water/city agreements and making sure Urban Service Area are current and realistic plans in place to extend City utilities to these areas as they are supposed to be first to be annexed.
6. Review land use designations along HWY 30 with regard to IDOT improvements. This area is in unincorporated Story County and not in a growth area identified in current Ames 2040 Plan.

VIII. Impact of AUPF on Story County Departments programs/services
Environmental Health Department– see comments on Agenda Center

IX. Board Questions

X. Board Discussion and Direction to Planning and Development staff (may be by motion)

1. Comments on current AUPF policies/goals
2. Comments 28E Agreement
3. Comments on Land Use Framework Map
4. Comments on strengths of current Plan
5. Comments on weaknesses of current Plan
6. Joint meeting with PZC
7. Future meetings with City of Ames, City of Gilbert and general public input process

XI. AUPF Revised Discussion Schedule

May 6 – Planning and Zoning Commission

May 26 – Board of Supervisors

June 3 – Joint meeting with Planning and Zoning Commission and Board of Supervisors – Discuss and act on contents of letter and/or other document(s) to be sent to City of Ames and City of Gilbert addressing details of possible County amendments to the AUPF and ideas for meetings with participating entities and public outreach.



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Bid Proposal

Bid #	8901946	Page	1
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Prepared For STORY COUNTY FACILITIES MANAG.

Phone: x#: 515-382- Fax:

900 6TH STREET
NEVADA, IA 50201

Written By Michael V Reilly 015
Phone: 515-233-5737
DES MOINES, IA 50305-455

Customer #	Description	Bid Date	Valid Until
	G100400A	5/20/20	06/19/20

Line	Product No. / Description	Quantity	UOM	Unit Price	Ext. Amount
10	G100400A G100-400 (A) RUUD ASME GAS WTR HTR	1	EA	11,178.4600	11,178.46
20	PP79365 79365 1-1/2 CXF ADPT PRO PRESS EPC 61160 (OLD NUMBER 77947)	2	EA	32.9700	65.94
30	PP79290 79290 2 CXM ADPT PRO PRESS	2	EA	53.4100	106.82
40	PP78117 78117 2X1-1/4 FTGXC REDUCER PRO EPC 61255	2	EA	18.0700	36.14
50	PP78107 78107 1-1/2X1-1/4 FTGXC REDUCER EPC 61275	2	EA	13.1000	26.20
60	PP78162 78162 1-1/2X1-1/4 CXC REDUCER EPC 61020	2	EA	25.0200	50.04
70	PP78167 78167 2X1-1/2 CXC REDUCER PRO EPC 61025	2	EA	28.1700	56.34
80	114CLH 1-1/4" L HARD COPPER TUBE	20	FT	3.9500	79.00
90	112CLH 1-1/2" L HARD COPPER TUBE	20	FT	5.0900	101.80
100	2CLH 2" L HARD COPPER TUBE	20	FT	8.0600	161.20
APPROVED Board Member Initials: <u>MM</u> Meeting Date: <u>5/26/2020</u> Follow-up action: _____ _____ _____ DENIED					

Subtotal:	11,861.94
Tax:	.00
Bid Total:	11,861.94

2020 Review of the Strategic Plan

“High priority items” identified in the adopted Strategic Plan		
Assess and expand broadband connectivity needs throughout Story County. (Proposed changes by Lisa Heddens)		
Assess <u>Update broadband connectivity needs throughout Story County.</u> (Proposed changes by Lauris Olson)		
Comments	Keep as high priority – will be needed to keep our unincorporated areas and small communities vital in the increasing telework environment.	Linda Murken
	Results from our Iowa Center (Village) needs survey – several indicated their internet was not reliable. Wasn't this done by Leanne under the Iowa Connect initiative four or five years ago?)	Jerry Moore Lauris Olson
Explore new opportunities to establish formalized partnerships such as 28F Agreements to enhance ways to provide existing services efficiently and effectively.		
Comments	This seems to me to be more of a mechanism than a goal. I would suggest it be deleted.	Linda Murken
	We entered a contract with Prairie Rivers of Iowa to coordinate a countywide water quality monitoring program. BOS supports extensions and amendment of AUIP.	Michael Cox Jerry Moore
Continue offering technical assistance to smaller communities to support growth opportunities.		
Comments	I would suggest that we develop a data-based approach. What does the available data tell us about what sectors of the	Linda Murken
Review current processes to achieve efficiencies of 5-Year Secondary Road Construction Program.		
Comments	What do you mean by “current processes”?	Linda Murken
	Remove	Darren Moon
Comments	We will be coordinating trails planning with Conservation and Secondary Roads (IDOT projects).	Jerry Moore
	Identify key corridors of unpaved roads with economic development opportunities.	
Comments	Remove	Darren Moon
	Delete - Previous BOS discussions have resulted in consensus that communities, private economic activity should lead in this.	Lauris Olson
Develop metrics to determine which roads get improved and which ones remain unpaved.		
Comments	Yes – as revenues contract, as they certainly will for at least a few years, we will need to make sure plans for improvement	Linda Murken
Seek out public-private partnerships to improve transportation networks, where possible.		
Comments	Not sure what this means. And are partnerships a mechanism rather than a goal? I would delete this.	Linda Murken
	Remove	Darren Moon
Comments	Transportation Impact Analysis Ordinance prompts the needs discussion based on project and location.	Jerry Moore
	Identify opportunities to train staff members to improve interactions with customers	

Comments	Not sure why this is in here. Have we identified a problem?	Linda Murken
	Civility in the Workplace/Professionalism was provided on January 23rd	Alissa Wignall
Assess and develop opportunities to train staff to adapt to new situations and change		
Comments	I would leave this in, as we know that our society is going to change a lot in the next few years, and not just as a result of the pandemic.	Linda Murken
	Confirmed success strategies for the time of change was provided on March 5th	Alissa Wignall
Assess and create develop a plan to address and implement internal technology needs and upgrades.		
	Leave in – an ongoing need.	Linda Murken
Comments	Has this been addressed? Or on-going?	Jerry Moore
	Develop, implement, monitor strategies and partnerships to build upon Countywide watershed assessments.	Jerry Moore
	Citizenserve implementation	Jerry Moore
Develop and implement a plan to elevate Story County's Mission and Core Values.		
	New statement from Lisa Heddens	
Develop a countywide broadband connective plan and a multi-partner, public-private organizational structure to reduce the gaps in service.		
	New statement from Lauris Olson	
“Medium priority items” identified in the adopted Strategic Plan		
Identify organizations and other key stakeholders that can help <u>E</u>xpand public education and raise awareness of Story County programs and offerings. (Proposed changes by Linda Murken)		
Comments	I deleted the opening phrase, which I considered a mechanism, not a goal.	Linda Murken
Identify key topic areas to update or create new resource materials and training.		
Identify partnership opportunities through State and Federally mandated improvements.		
Comments	This is a mechanism.	Linda Murken
Research and identify infrastructure funding opportunities to help aid municipalities and unincorporated communities.		
Comments	I don't know what this might entail. Sounds nice, but is there an identified need, and do we have the time/expertise?	Linda Murken
Work to identify key, top level positions that may become available within the next five years.		
	In order to do what?	Linda Murken
Comments	We haven't gone out and taken a survey on retirement dates, but we are aware of a couple of department heads that will be retiring in the next year or so. We also held IPERS meetings onsite which has allowed employees to plan ahead and may allow them to give the County advance notice of retirement.	Alissa Wignall

Explore training and mentor opportunities to allow staff members to develop <u>focused on cross-training and workforce mobility needs of Story County and prepare for advancement.</u> (Proposed changes by Lauris Olson)		
Comments	Don't we do this anyway? Does it need to be in the strategic plan?	Linda Murken
	The Board has sponsored two individuals to attend Leadership Nevada, provided leadership training through the county-wide training program. Other leadership course opportunities have been shared with offices/departments (ex: Leadership Development Series by Rick Brimeyer)	Alissa Wignall
<u>Assess the means and effectiveness of existing online tools and services.</u> Enhance options for Story County residents and other customers to conduct business with the county through electronic means. (Proposed changes by Linda Murken)		
"Low priority items" identified in the adopted Strategic Plan		
<u>Conduct every-other year annual review of compensation and benefits.</u> (Proposed changes by Lauris Olson)		
Comments	Isn't this something we usually do? Does it need to be in our strategic plan in order to get done?	Linda Murken
	This is done annually by HR. We also receive salary/benefit surveys from other counties/cities throughout the year that are reviewed.	Alissa Wignall
<u>Conduct formal salary survey/comparisons on five-year cycle.</u>		
Comments	Isn't this something we usually do? Does it need to be in our strategic plan in order to get done?	Linda Murken
	I had placed this in the FY21 budget requests to move this up to a year, but it was removed and will be placed in the FY22 budget. This keeps us in line to have it done 5 years from the past study (2017)	Alissa Wignall
<u>Conduct internal multi-media technology needs assessments of the Story County facilities.</u>		
Comments	How is this different from internal technology needs in the high priority items?	Linda Murken
	How is this different than the topic under High Priority?	Lisa Heddens
<u>Determine alternatives to accomplish similar goals of network connectivity.</u>		
Comments	I don't know what this means. What are similar goals?	Linda Murken
	Is this part of above and under High Priority? If different, needs to be more clearly stated what this is.)	Lisa Heddens
Potential New Strategies:		
<u>We might have somethings come out of the Coop-Cog activation that needs to be included in the three priority categories.</u>		
Typo on page 5		Lisa Heddens
Under County Operations sub-header, "effective and efficient" should be "effectively and efficiently."		Lauris Olson